CMI NEWS LETTER

Vigilandum est semper; multae insidiae sunt bonis.

March, 1982 — COMITE MARITIME INTERNATIONAL — Mars, 1982

QUARTERLY BULLETIN TRIMESTRIEL

Maritime Legislation in countries of the Far East

The draft guide lines on the subjects chosen by the group of experts in the meeting held in Bangkok from 11-16 May, 1980 (see CMI NEWS LETTER of September 1981) were timely prepared and submitted to a further meeting of the group of experts held in Bangkok from 25-29 January, 1982.

The guide lines were discussed by the group of experts and a revised text was approved with respect to each of the subjects on which the guide lines had been prepared. It was then decided to entrust the final editing of the guide lines to some members of the group of experts and to the CMI. The task of editing entrusted to the CMI concerned a substantial number of subjects, and more precisely the following :

Shipbuilding contracts
Ship, sale and purchase contracts
Liability and limitation of liability
Ship mortgages and maritime liens
Charterparties
Towage
Carriage of passengers and their luggage by sea
Ships managers, agents, stevedores and freight forwarders
Collision at sea
Salvage
General average
Removal of wreck
Marine insurance
Maritime investigations
Jurisdiction
Choice of law
Rules of procedure
Arrest of vessels
Maritime arbitration

It was agreed that the editing work should be completed by the end of march, and that ESCAP would then submit the guide lines to the Intergovernmental meeting to be held in Bangkok from 20-24 September, 1982.

Législation maritime dans les pays d'Extrême-Orient

Les projets de directives sur les sujets choisis par le groupe d'experts à la réunion tenue à Bangkok du 11 au 16 mai 1980 (voir CMI NEWS LETTER de septembre 1981) ont été préparés en temps voulu pour être soumis au groupe d'experts réunis à nouveau à Bangkok du 25 au 29 janvier 1982.

Le groupe d'experts a discuté des directives et un texte revisé a été approuvé en ce qui concerne chacun des sujets pour lesquels des directives avaient été élaborées. Il fut ensuite décidé de confier la rédaction finale de ces directives à quelques membres du groupe d'experts et au C.M.I. La tâche confiée au C.M.I. concerne un nombre substantiel de sujets, plus précisement les suivants:

Contrats de construction de navires
Contrats d'achat et de vente de navires
Responsabilité et limitation de responsabilité
Hypothèques et privilèges maritimes
Chartes-parties
Remorquage
Transport par mer des passagers et de leurs bagages
Gérants de navires, agents, arrimeurs et expéditeurs
Collision en mer
Sauvetage
Avarie commune
Enlèvement d'épaves
Assurance maritime
Enquêtes maritimes
Juridiction
Choix de législation
Règles de procédure
Saisie des navires
Arbitrage maritime

Il a été convenu que la rédaction finale serait prête pour la fin mars et que "ESCAP" soumettrait ensuite ces directives à la réunion intergouvernementale devant se tenir à Bangkok du 20 au 24 septembre 1982.

It is the intention of ESCAP to provide subsequently assistance to the countries of the region who will require it in the preparation of their domestic maritime laws.

Francesco Berlingieri,
President of the C.M.I.

Il entre dans les intentions de "ESCAP" de fournir ultérieurement une assistance aux pays de la région qui en feraient la demande lors de l'élaboration de leur propre législation maritime.

Francesco Berlingieri
Président du C.M.I.

The Peruvian Project

It will be recalled that at the CMI Assembly at Montreal the Peruvian Association asked the CMI to prepare a draft of international non-mandatory rules on fundamental principles on Marine Insurance.

The Assembly asked the Executive Council to examine the problem and see how this request should be met. The Executive Council appointed a Working Group and asked Sir John Donaldson to act as its Chairman.

The Working Group met in London on December 8th, 1981 and examined and discussed a working paper that had been prepared by the rapporteur.

Following the discussions of the Working Group a detailed paper was sent to the members of the Working Group on March 10th, 1982 with the request that they submit their observations not later than May 15th, 1982. A project taking into account the comments made will then be drawn up and circulated. It is expected that the Chairman of the Working Group will then call a second meeting of the Working Group. If the Working Group will accept the document submitted as its Final Report or will ask for amendments or modifications remains to be seen.

Whereas the overall impression is that the work is well under way it would be premature to indicate the date when the Final Report of the Working Group can be submitted to the C.M.I.

Kaj Pineus
Rapporteur of the Working Group.

Le projet péruvien

On se souviendra qu'à l'Assemblée du C.M.I. à Montréal, l'Association Péruvienne avait demandé au C.M.I. de préparer un projet de règles internationales non obligatoires sur les principes fondamentaux de l'Assurance Maritime.

L'Assemblée chargea le Conseil Exécutif d'examiner ce problème et de voir dans quelle mesure il pourrait être répondu à cette demande. Le Conseil Exécutif désigna un groupe de travail et demanda à Sir John Donaldson d'en être le Président.

Le groupe de travail se réunit à Londres le 8 décembre 1981 pour examiner un document de travail qui avait été préparé par le rapporteur et en discuter.

Suite aux échanges de vues au sein du groupe de travail un document détaillé fut envoyé le 10 mars 1982 à ses membres avec prière de soumettre leurs observations avant le 15 mai 1982. Un projet tenant compte de ces commentaires sera alors établi et mis en circulation.
Il est envisagé que par la suite le Président du groupe de travail convoque une seconde réunion du groupe de travail. Il reste à voir si le groupe de travail acceptera le document soumis comme rapport final ou s'il demandera qu'il y soit apporté des amendements ou des modifications.

L'impression générale est que le travail est bien parti; il est, néanmoins, prématuré d'indiquer la date à laquelle le rapport final du groupe de travail pourra être soumis au C.M.I.

Kaj Pineus
Rapporteur du groupe de travail.

The Law of Oil Pollution - once again

The revision of the 1969 Civil Liability for Oil Pollution Convention (CLC) and the 1971 Fund Convention is presently considered within IMCO. This venture, in essence, proves the tremendous difficulties in the unification of the future maritime law. Through aggravated inflation the limitation amounts

A nouveau la loi sur la pollution par les hydrocarbures

La révision de la Convention de 1969 sur la Responsabilité Civile pour les dommages dus à la pollution par les hydrocarbures (CLC) et de la Convention de 1971 portant création d'un Fonds est présentement prise en considération au sein de l'OMCI. Cette initiative prouve par sa nature les difficultés énormes dans

contained in the various maritime law conventions are rapidly becoming much lower than they were intended to be when the respective international conventions were created. Within UNCITRAL studies are now being performed to find a general solution to this problem. In principle, it is of the same nature as within all those States which experience inflation, namely to what extent one could retain the theory that the various obligations should still be expressed in their original nominal value in spite of the fact that the real value has become quite different. It is sometimes possible - at least on the national level - to relate to various indices and thus to retain the real value of the obligation in spite of inflation. However, it goes without saying that suitable world indices are simply not available for all sectors of international trade and particularly not for various units of account in maritime law conventions. The work within UNCITRAL to cope with this problem will be extremely difficult and a solution is certainly not in sight at the present stage.

Although the main reason for a revision of the CLC and the Fund Convention certainly is a need for an adjustment of the limitation amounts quite a number of shortcomings and problems are connected with the text, particularly of CLC. This being so, one should expect a rather full revision of the CLC and possibly the Fund Convention as well.

It is not the purpose of this article to give a full account for the problems which are presently being discussed within IMCO (see in this respect IMCO Doc.LEG 48/2/2 1982-01-22 which contains a report of the chairman of the second informal meeting on the revision of the CLC and the Fund Convention held in Stockholm in December 1981, the first one was held in Washington earlier the same year, see Doc. LEG XLVI/3/1). The questions which will now be considered by IMCO's Legal Committee include the following:

1. Should the CLC be extended to cover pollution damage caused by oil from unladen tankers ?

If so, should also the Fund Convention be extended to cover such damage ?

2. Should the CLC be extended to cover pollution damage caused by oil from non-tankers ?

If so, how should the limitation amount be calculated ?

If so, should the provisions on compul-

l'unification future du droit maritime. A cause de l'aggravation de l'inflation les montants des limites prévus dans les différentes conventions de droit maritime deviennent rapidement considérablement inférieurs à ce qui avait été envisagé quand les conventions internationales respectives furent créées. Des études sont poursuivies actuellement au sein de CNUDCI pour trouver une solution d'ensemble à ce problème.
En principe, il est de même nature que celui qui se présente dans tous les Etats qui subissent l'inflation, à savoir dans quelle mesure il est possible de s'en tenir à la théorie que les différentes obligations doivent continuer à être exprimées dans leur valeur nominale originelle en dépit du fait que la valeur réelle est devenue bien différente. Il est parfois possible - du moins au niveau national - de se référer à certains indices et de maintenir ainsi la valeur réelle de l'obligation en dépit de l'inflation. Il va sans dire, toutefois, qu'il n'existe tout bonnement pas d'indices mondiaux valables pour tous les secteurs du commerce international et en particulier pour différentes unités de compte dans les conventions de droit maritime. Le travail au sein de CNUDCI pour venir à bout de ce problème sera extrêmement difficile et une solution n'est certainement pas en vue au stade actuel.

Certes, la raison essentielle de la révision de la CLC et de la Convention sur le Fonds est la nécessité d'un ajustement des montants de la limitation; néanmoins un certain nombre de manquements et de problèmes concernent le texte, particulièrement celui de la CLC. Cela étant, l'on peut s'attendre à une assez profonde revision de la CLC et probablement aussi de la Convention sur le Fonds.

Le but de cet article n'est pas de donner un rapport complet des problèmes qui font actuellement l'objet d'échanges de vues au sein de l'OMCI (voir à cet égard le document OMCI LEG 48/2/2 1982-01-22, qui contient un rapport du président du "second informal meeting" sur la revision de la CLC et de la Convention sur le Fonds, tenu à Stockholm en décembre 1981; la première réunion avait eu lieu à Washington plus tôt dans l'année, voir Doc.LEG XLVI/3/1). Les questions qui vont être examinées par le Comité Juridique de l'OMCI comprennent les suivantes :

1. La Convention CLC doit-elle être étendue aux dommages par pollution causés par des hydrocarbures provenant de navires-citernes déchargés ?

Dans l'affirmative, la Convention sur le Fonds doit-elle être également étendue à la couverture de ce dommage ?

2. La Convention CLC doit-elle être étendue aux dommages par pollution par hydrocarbures provenant de navires qui ne sont pas des navires-citernes ?

Dans l'affirmative, comment la limitation devrait-elle être calculée ?

Dans l'affirmative, les dispositions sur

sory insurance (art.VII:1) be amended ?

If so, should also the Fund Convention be extended to cover such damage ?

3. Should the CLC be extended to cover damage caused by non-persistent oil ?

If so, how should non-persistent oil be defined ?

If so, should ships carrying such oil be obliged to have insurance ?

If so, should also the Fund Convention be extended to cover such damage ?

If the Fund Convention were to be extended to cover such oil, should the definition of contributing oil be amended to include non-persistent oil ?

4. Should the geographical scope of application of the CLC be extended to areas beyond the territory, including the territorial sea of Contracting States ?

If so, how should the geographical scope be defined ?

If the geographical scope of application of the CLC were extended, should also the scope of application of the Fund Convention be extended ?

5. Should the definition of the notion of preventive measures be clarified and/or amended ?

6. Should the definition of pollution damage in the CLC be amended ?

Is it desirable and possible to amend the Fund Convention so as to ensure a greater degree of uniformity as regards the interpretation of the concept of pollution damage ?

7. Should the provisions in the Fund Convention as regards the obligation of the Fund to pay compensation for damage caused by unidentified ships be amended (art. 4.2.b) ?

If so, would it be advisable to reverse the burden of proof so that the Fund would be liable to pay compensation unless it proves that the oil causing the damage did not emanate from a ship (as defined in the Convention) ?

If so, should the Fund be liable to pay compensation only in case (or to the extent) the aggregate amount of damage exceeds a certain amount ?

8. How shall the limitation of the shipowner's liability be calculated ?

Should there be a minimum amount for "small ships" ?

l'assurance obligatoire (art.VII:1) devraient-elles être amendées ?

Dans l'affirmative, la Convention sur le Fonds devrait-elle être également étendue à la couverture de ce dommage ?

3. La Convention CLC doit-elle être étendue aux dommages causés par des hydrocarbures non-persistants ?

Dans l'affirmative, comment définir les hydrocarbures non-persistants ?

Dans l'affirmative, des navires transportant de tels hydrocarbures devraient-ils être obligatoirement assurés ?

Dans l'affirmative, la Convention sur le Fonds devrait-elle être également étendue à la couverture de ce dommage ?

Si la Convention sur le Fonds devait être étendue à la couverture de tels hydrocarbures, la définition des hydrocarbures donnant lieu à contribution ne devrait-elle pas être amendée pour y inclure les hydrocarbures non-persistants ?

4. Le domaine géographique d'application de la CLC devrait-il être étendu à des zones au-delà du territoire, y compris la mer territoriale des Etats contractants ?

Dans l'affirmative, comment ce domaine géographique devrait-il être défini ?

Si le domaine géographique d'application de la CLC est étendu, celui de la Convention sur le Fonds ne devrait-il pas être étendu également ?

5. La définition de la notion de mesures de sauvegarde ne devrait-elle pas être clarifiée et/ou amendée ?

6. La définition de dommage par pollution dans la CLC ne devrait-elle pas être amendée ?

Est-il souhaitable et possible d'amender la Convention sur le Fonds de manière à assurer un plus grand degré d'uniformité en ce qui concerne l'interprétation du concept de dommage par pollution ?

7. Les dispositions de la Convention sur le Fonds concernant l'obligation du Fonds de payer une indemnité pour les dommages causés par des navires non-identifiés ne doivent-elles pas être amendées (art. 4.2.b) ?

Dans l'affirmative, serait-il souhaitable de renverser le fardeau de la preuve afin que le Fonds soit tenu au paiement d'une indemnité, à moins qu'il ne prouve que les hydrocarbures causant le dommage ne provenaient pas d'un navire (tel que défini par la Convention) ?

Dans l'affirmative, le Fonds ne serait-il tenu au paiement d'une indemnité que dans le cas (ou dans la mesure) où le montant total du dommage dépasse un certain montant ?

8. Comment la limitation de la responsabilité des propriétaires de navires sera-t-elle calculée ?

Devrait-il y avoir un montant minimum pour les "petits navires" ?

9. Should Article V paragraph 2 of the CLC be amended along the lines of Article 4 of the 1976 Convention ("unbreakability" of limits of liability)?

10. Should article 4, paragraph 1 of the Fund Convention, be amended so as to reduce the cases in which the Fund is under an obligation to pay compensation?

11. Should the provisions on indemnification of the shipowner in Article 5 of the Fund Convention be retained ?

12. Should there be a special procedure for future amendments of the limitation amounts in the CLC and the Fund Convention ?

13. Should the ground for the shipowner's exoneration under article III.2.c) be deleted, since he would anyway have a right of recourse under article III.5 or, alternatively, should the exoneration be further broadened or at least clarified ?

14. Should the requirement that the shipowner shall establish a fund in order to enjoy the benefit of limitation be deleted ?

15. Should the shipowner, if he wishes, in order to avoid actions in various jurisdictions, be entitled to establish a fund before any action for damages has been initiated against him ?

It will certainly prove to be very difficult - if at all possible - to reach a broad international consensus on all the questions now mentioned. It is therefore very important to find a suitable mechanism for the transition from the system under the present conventions to the revised conventions. If the traditional method that States must denounce the old conventions before the new conventions are ratified is used it is feared that it may take a very long time before the revised conventions would have effectively replaced the present conventions. For this reason, the rather unorthodox method to allow States to be parties simultaneously to the present conventions and the revised convention(s) - a so-called "phased-in" solution - is being discussed. No matter which technique is used - the traditional or the unorthodox one - great care must be exercised in the revision work so as to prevent that the present international consensus with respect to the liability for oil pollution at sea is replaced by a chaos which may well flow from future competing international régimes in this field. Needless to say, the CMI is as always prepared to assist IMCO to improve the existing conventions and to suggest such amendments which are possible to achieve without endangering a unification of the maritime law in a field where

9. Faut-il modifier le paragraphe 2 de l'article V de la CLC dans l'esprit de l'article 4 de la Convention de 1976 ("irréfragabilité" des limites de la responsabilité) ?

10. L'article 4, paragraphe 1 de la Convention sur le Fonds doit-il être amendé afin de réduire les cas dans lesquels le Fonds est dans l'obligation de payer des indemnisations ?

11. Les dispositions sur la prise en charge financière du propriétaire du navire de l'article 5 de la Convention sur le Fonds doivent-elles être conservées ?

12. Faut-il prévoir une procédure spéciale pour pouvoir modifier à l'avenir les montants de la limitation dans la CLC et la Convention sur le Fonds ?

13. La raison de l'exonération du propriétaire du navire en vertu de l'articleIII.2.c) ne devrait-elle pas être supprimée, puisqu'il dispose en tout cas d'un droit de recours sous l'empire de l'article III.5 ou bien cette exonération ne devrait-elle pas être plus étendue ou pour le moins clarifiée ?

14. L'obligation pour le propriétaire du navire de constituer un fonds pour pouvoir bénéficier de la limitation ne devrait-elle pas être supprimée ?

15. S'il désire éviter des actions devant diverses juridictions, le propriétaire d'un navire peut-il disposer de la faculté de constituer un fonds avant qu'une action en dommages-intérêts n'ait été intentée contre lui ?

Il sera certainement très difficile; voire impossible, d'atteindre un large consensus international sur toutes les questions mentionnées maintenant. Il est dès lors très important de trouver un mécanisme susceptible d'assurer la transition entre le système existant sous les conventions actuelles et les conventions revisées. Si la méthode traditionnelle suivant laquelle les Etats doivent dénoncer les anciennes conventions, préalablement à la ratification des nouvelles, est utilisée, il est à craindre que cela ne prenne un temps très long avant que les conventions revisées ne remplacent effectivement les conventions actuelles. Pour cette raison l'on discute d'une méthode peu orthodoxe qui permettrait aux Etats d'être parties simultanément aux conventions actuelles et aux nouvelles conventions. Peu importe la technique utilisée - celle traditionnelle ou l'autre - un grand soin devra être consacré à ce travail de revision pour éviter que l'actuel consensus international concernant la responsabilité pour la pollution par les hydrocarbures en mer ne soit remplacé par un chaos qui pourrait bien découler d'une compétition entre différents régimes internationaux dans ce domaine. Il va sans dire que le CMI est,comme toujours, disposé à prêter son concours à l'OMCI pour améliorer les conventions

it is of great importance not only to States but also to maritime commerce and international trade.

Prof.Jan Ramberg.

existantes et pour suggérer des modifications qu'il serait possible de réaliser sans mettre en danger l'unification du droit maritime dans un domaine qui est d'une grande importance non seulement pour les Etats mais également pour le commerce maritime international.

Professeur Jan Ramberg.

Draft Articles for a Convention on Liability and Compensation in connexion with the Carriage of Noxious and Hazardous Substances by Sea

Projets d'articles pour une Convention sur la responsabilité et l'indemnisation en relation avec le transport par mer de marchandises nocives et dangereuses

THE 47th SESSION OF IMCO LEGAL COMMITTEE

During its 47th session, which took place in the last week of February 1982, the Legal Committee of the IMCO brought to an end its discussion of the subject "Consideration of draft articles for a Convention on liability and compensation in connexion with the carriage of noxious and hazardous substances by sea ".

Subject to some minor alterations to be made by a Working Group, the draft Convention as now determined will be sent to a Diplomatic Conference to be held in 1984 (the final decision on the date of the Conference has still to be taken) in the new building of IMCO (which, it is hoped, will be inaugurated before the end of 1982).

Whereas we are intending to print the text of the draft Convention in one of the coming numbers of CMI NEWS LETTER, we thought it of particular interest to our readers to inform them of the decision of the Legal Committee to attach to the draft, as a document for consideration by the Diplomatic Conference, a submission by the Government of the Federal Republic of Germany of which we will now set out the text as well as its annex 1.

J.C.Schultsz.

47ème SESSION DU COMITE JURIDIQUE DE L'OMCI

Lors de sa 47ème session, qui eut lieu pendant la dernière semaine de février 1982, le Comité Juridique de l'OMCI a terminé ses échanges de vues sur le sujet "Prise en considération de projets d'articles pour une convention sur la responsabilité et l'indemnisation en relation avec le transport par mer de marchandises nocives et dangereuses".

Sous réserve de modifications mineures à faire par un groupe de travail, le projet de convention tel que fixé maintenant sera envoyé à une conférence diplomatique qui devrait se tenir en 1984 (une décision définitive sur la date de la conférence doit encore être prise) dans le nouveau batiment de l'OMCI, lequel, comme on l'espère, sera inauguré avant la fin de 1982.

Nous avons l'intention de publier le texte du projet de convention dans un prochain numéro de CMI NEWS LETTER. En attendant nous avons pensé qu'il était intéressant pour nos lecteurs d'être informés de la décision du Comité Juridique de joindre au projet, comme document à prendre en considération pour la conférence diplomatique, la proposition du Gouvernement de la République Fédérale d'Allemagne dont nous reproduisons ci-après le texte ainsi que celui de son annexe I.

J.C.Schultsz.

Submission by the Government of the Federal Republic of Germany
(IMCO Document LEG 47/3/4)

In their comments - which were adopted at the XXXIInd Conference in Montreal - on IMCO's Draft Convention on Liability and Compensation in Connexion with the Carriage of Noxious and Hazardous Substances by Sea the Comité Maritime

International (CMI) have pointed out the legal and practical problems which would ensue from the inclusion of the shipper in the liability system proposed by the draft Convention - in particular with regard to the definition of "shipper". The CMI have taken the view that for the purposes of the Convention it is not absolutely necessary to impose on the shipper personal liability for the damage caused by noxious and hazardous substances; that for the protection of the victims the only criterion is whether, in excess of the limited liability of the shipowner, a sufficient additional fund is available to satisfy claims for compensation; that this aim can be achieved by introducing a compulsory "cargo liability insurance" without it being necessary to create a personal liability of the shipper (Observations on the HNS draft Convention prepared by the XXXIInd CMI Conference held in Montreal on 25-29 May 1981; document LEG XLVI/2/4, especially page 4).

The system of personal liability of the shipper, as provided in the present text of the draft Convention, has indeed some drawbacks which do not make it appear entirely satisfactory. Before a final decision is taken on the liability system under the draft Convention the solution considered by the CMI should, therefore, be examined more closely. This is supported in particular also by the following consideration :

Under the Convention on Limitation of Liability for Maritime Claims, 1976, not only the shipowner but also the charterer of a ship may limit his liability in respect of claims, as defined in the 1976 Limitation Convention, to the limitation amounts specified in the 1976 Limitation Convention. This would allow the conclusion to be drawn that in cases where hazardous substances as defined in the draft Convention are carried under a charter-party the charterer may, regarding his liability as shipper within the meaning of the draft Convention, rely on the limitation of his liability under the 1976 Limitation Convention provided his place of business is in a State which is a Party to the 1976 Limitation Convention but not a Party to the Convention on Liability and Compensation in Connexion with the Carriage of Noxious and Hazardous Substances by Sea. Possibly the victims could claim compensation for damage in excess of the limits of liability specified in the 1976 Limitation Convention neither against the shipowner nor against the shipper/charterer. Sufficient protection of the victims would thus not be guaranteed. This drawback could be avoided if - in accordance with the solution considered by the CMI - the personal liability of the shipper were replaced by a system of compulsory insurance, to be maintained by the shipper, to cover claims for compensation for damage in excess of the limited liability of the shipowner.

The attached Annex I outlines general principles for such a system of compulsory insurance, whereas Annex II contains such amendments to the present draft articles as would be necessary if, instead of the shipper's liability, a compulsory insurance scheme as prescribed in Annex I were instituted. Reference has been made, wherever appropriate, to the respective articles of the present draft. Amendments affecting the substance of the matter have been made in article 7, paragraphs 1 and 9, and in article 12 paragraph 3 of the draft only. All other amendments are of a drafting character resulting from the fact that in article 7, paragraph 1 of the draft the shipper's liability for damage under the Convention has been replaced by an obligation of the insurer to satisfy claims for compensation for damage, in excess of the limited liability of the shipowner, up to the limits laid down in article 8 of the draft. Articles 1-6, 10, 16 and 17 of the draft would remain unchanged.

ANNEX I

COMPULSORY INSURANCE TO BE MAINTAINED BY THE SHIPPER

The proposed system of compulsory insurance to cover damage in excess of the limited liability of the shipowner is based on the following principles :

1. The shipper of a hazardous substance shall be required to maintain insurance or other financial security to cover damage caused by that substance during its carriage by sea if the person suffering such damage has been unable to obtain from the owner full compensation because the damage exceeds the owner's liability under the Convention or because the owner is financially incapable of meeting his obligations in full.
2. The insurance shall be effected with an insurer approved for this purpose by any Contracting State. A certificate of insurance shall be issued by the insurer with respect to each consignment. Such certificate shall be delivered by the shipper to the owner when the consignment is handed over for carriage by sea.
3. The obligation of the insurer to cover damage caused by the hazardous substances insured shall be limited to such an amount as laid down in the Convention in respect of any one incident. The proposed text provides for two alternatives which correspond to alternative I and alternative II for article 8 para. 1 of the draft Convention.
4. Any claims for compensation may be

brought directly against the insurer. The insurer shall be entitled to invoke all defences and remedies available to the owner under article 3, paragraphs 2 and 3 of the draft Convention. He may further avail himself of the defence that the damage resulted from the wilful misconduct of the shipper of the hazardous substances insured. In this respect the proposed text corresponds entirely to the provisions of article 11 B, para.3 of the draft Convention.

5. The insurer shall be entitled to constitute a fund in the sum laid down in the Convention with the court or other competent authority of any one of the Contracting States in which action is brought under the Convention.

6. Where compensation for damage, up to the limit prescribed in the Convention, has been paid by the insurer no claim for compensation for damage in excess of that limit shall be made, under the Convention or otherwise, against the shipper unless the damage has resulted from his act or omission, committed with the intent to cause such damage or recklessly and with knowledge that such damage would probably result. No claim under the Convention or otherwise for damage may be made against the servants or agents of the shipper unless the damage has resulted from their act or omission, committed with the intent to cause such damage or recklessly and with knowledge that such damage would probably result. In this respect the proposed text corresponds to article 7, para.6 of the draft Convention.

7. If the owner fails to ensure that a certificate has been issued in accordance with the requirements of the Convention with respect to a consignment of hazardous substances taken over for carriage by sea he shall be deemed also to be the insurer for the purpose of the Convention with respect to the consignment in question. However, if the owner proves that the shipper failed to inform him of the hazardous nature of the substance, the shipper, instead of the owner, shall be deemed to be the insurer with respect to the consignment in question.

8. Where the shipper is a Contracting State he shall not be required to maintain insurance with respect to the consignment in question, but the consignment shall be accompanied by a certificate issued by the appropriate authorities stating that the shipper is a Contracting State and that the obligation to pay compensation is covered within the limit prescribed in the Convention.

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Next Meetings

As announced in the December 1981 issue of the CMI NEWS LETTER, the 1982 regular annual meeting of the Assembly will start on Wednesday 14 April,1982 at 10.a.m. at the Brussels' Hilton.

The next meeting of the Executive Council will take place also at the Brussels' Hilton on Wednesday 14 April, 1982 and will start at 8.30.a.m.

Another meeting of the Executive Council is scheduled on Friday 16 April, 1982 at 9.30 a.m. in Göteborg.

The Maritime Law Association of Australia and New Zealand is extending an invitation to colleagues throughout the world who have a special or general involvement in maritime law, to attend their Ninth Annual General Meeting and Conference to be held in Singapore - one of the world's great ports - from 3 to 11 July,1982.

This Conference is intended to provide an opportunity to share experiences with the representatives from other countries who are concerned with this important area of law. The programme is comprehensive and will encompass diverse areas of maritime interest;

Prochaines réunions

Comme annoncé dans le numéro de décembre 1981 du CMI NEWS LETTER, la réunion statutaire annuelle de l'Assemblée se tiendra le mercredi 14 avril 1982 à 10h. au "Brussels' Hilton".

La prochaine réunion du Conseil Exécutif se tiendra également au "Brussels' Hilton" le mercredi 14 avril 1982 à 8h30.

Une autre réunion du Conseil Exécutif est prévue pour le vendredi 16 avril 1982 à 9h30 à Göteborg.

L'Association de Droit Maritime d'Australie et de Nouvelle Zélande invite cordialement leurs collègues du monde entier qui ont un intérêt général ou particulier pour le droit maritime à assister à leur Neuvième Réunion Générale Annuelle et Conférence qui se tiendra à Singapore - un des grands ports du monde - du 3 au 11 juillet 1982.

Cette conférence devrait fournir une occasion d'échange d'expérience avec des représentants d'autres pays intéressés par ce domaine si important du droit. Le programme est très vaste et couvre les différents aspects du droit maritime; les orateurs invités

the guest speakers being of high international repute.

Registration and booking forms are available at the Thomas Cook branches or at "The Supervisor, Special interest Groups, Thomas Cook(Pty)Ltd. P.O.Box C354, Sydney, NSW 2000 or with the Conference Secretary: Stuart Hetherington, GPO Box 713, Sydney, NSW 2001 Australia, teleph. (02)221 2366, telex: AA 23167.

The Peruvian Maritime Law Association is organizing an International Seminar on Charter Parties and the New Marine Insurance Cargo Clauses, to be held in Lima from 3 to 7 August, 1982.

The Seminar will be chaired by Lord Diplock. Details and application forms may be obtained from Mr.Enrique Moncloa D.C., the President of the Asociación Peruana de Derecho Maritimo, Av.Tacna 543 Of.124, Lima.

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sont de haute réputation internationale.

Des formulaires de réservation peuvent être obtenus soit auprès de toutes les Agences de Thomas Cook, soit auprès de "The Supervisor, Special interest Groups, Thomas Cook (Pty)Ltd., P.O.Box C354, Sydney, NSW 2000, ou encore auprès du Secrétaire de la Conférence: Stuart Hetherington, GPO Box 713, Sydney, NSW 2001, Australia, téléph.(02)221 2366, telex: AA 23167.

L'Association Peruvienne de Droit Maritime organise un séminaire internationale sur les chartes-parties et les nouvelles clauses d'assurance transport de facultés qui se tiendra à Lima du 3 au 7 août 1982.

Le séminaire sera présidé par Lord Diplock. D'autres détails et des formulaires de participation peuvent être obtenus auprès de Monsieur Enrique Moncloa D.C., le Président de l' Asociación Peruana de Derecho Maritimo, Av.Tacna 543 Of.124, Lima.

Personalia

The address of the British Maritime Law Association has recently been amended as follows :

L'adresse de la British Maritime Law Association a récemment été modifiée comme suit :

BRITISH MARITIME LAW ASSOCIATION
3 St.Helen's Place (5th floor)
LONDON, EC3A 6AU

At a recent date, the list of the Officers of the Bulgarian Maritime Law Association has been amended as follows:

Récemment la composition du Bureau de l'Association Bulgare de Droit Maritime a été modifiée comme suit :

President	: Prof.Sl.Stephanova
Vice President	: N.Jovchev, Gen.Director of S.O. "Water Transport"
Scientific worker	: B.Hristov-senior
Chief Secretary	: E.Tersieva, Chief Legal Adviser at the Ministry of Transport.
Executive Secretary	: A.Antonov.

In the December 1981 issue of the CMI NEWS LETTER it has been announced that two new Associations of Maritime Law had been established, one in Costa Rica, the other in the Philippines. The list of the Officers of these two Associations, which have asked to become Member of the C.M.I., is as follows :

Dans le numéro de décembre 1981 du CMI NEWS LETTER il a été annoncé que deux nouvelles associations de droit maritime avaient été constituées, l'une au Costa Rica et l'autre aux Philippines. Les Bureaux de ces Associations, qui ont demandé à devenir membres du C.M.I, sont constitués comme suit :

ASOCIACION COSTARRICENSE DE DERECHO MARITIMO
P.O.BOX 784, San José 1000,
San José, Costa Rica, Central America

Presidente: Tomàs Federico NASSAR PEREZ, Abogado y Notario Público, Sub Director General de Transporte por Agua del Ministerio de Obras Públicas y Transportes. Apartado Postal 784,San José 1000, San José, COSTA RICA

Vice Presidente: Egennery VENEGAS VILLEGAS,Abogado y Notario Público, Profesora de la Facultad de Derecho de la Universidad de Costa Rica. Ciudad Universitaria Rodrigo Facio, San José, COSTA RICA

Secretario: Juan Antonio ARIÑO URRITICOECHEA. Capitàn de Marina Mercante. Consultor de la Dirección General de Transporte por Agua del Ministerio de Obras Públicas y Transportes. Apartado Postal 10.176, San José 1000, San José, COSTA RICA.

Tesorero: José Luis MOLINA QUESADA. Abogado y Notario Público. Profesor de la Facultad de Derecho de la Universidad de Costa Rica. Apartado Postal 6.100, San José 1000, San José, COSTA RICA.

Vocal: Juan MENA MURILLO, Abogado. Director de la División de Transporte del Ministerio de Obras Públicas y Transportes. Apartado Postal 10.176, San José 1000, San José, COSTA RICA.

Fiscal: Carlos GOMEZ RODAS. Abogado. Profesor de la Facultad de Derecho de la Universidad de Costa Rica y Catedrático de la Escuela Libre de Derecho de la Universidad Autónoma de Centroámerica.

MARITIME LAW ASSOCIATION OF THE PHILIPPINES
P.O.BOX 781,
MANILA, 2800 PHILIPPINES

Chairman	: Bienvenido V. Zapa
President	: Joaquin L.Misa
Executive Vice-President	: Alfredo D. Valmonte
Vice President for External Affairs	: Felicitos L. Guzman
Vice President for Information	: Manuel N. Camacho
Vice President for Research and Reforms	: Eugene A. Tan
Secretary	: Benjamin T. Bacorro
Treasurer	: Aida E. Layug
Auditor	: Alberto B. Guevarra,Jr.
Press Relations Officer	: Procopio V. Vergel de Dios,Jr.

BOARD OF TRUSTEES

Messrs. Roberto C.Alip, Benjamin T.Bacorro, Manuel N.Camacho, Tomas O.del Castillo,Jr., Felipe T.Cuison, Procopio V.Vergel de Dios,Jr., Alberto B.Guevarra,Jr., Felicitos L.Guzman, Joaquin L.Misa, Gregorio F.Ortega, Diosdado Z.Reloj,Jr., Eugene A.Tan, Alfredo D.Valmonte, Pablo O.Ysip, Bienvenido V.Zapa.

Brussels' Conventions

RIDER TO THE STATEMENT OF THE RATIFICATIONS OF AND ACCESSIONS TO THE INTERNATIONAL MARITIME LAW CONVENTIONS

RATIFICATION BY THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

In a communication dated March 12, 1982 the Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, advises that on March 2,1982 the instruments of ratification of the United Kingdom of Great Britain and Northern Ireland were deposited with the Belgian Government in respect of the

PROTOCOL DONE AT BRUSSELS ON 21 DECEMBER, 1979 TO AMEND THE INTERNATIONAL CONVENTION RELATING TO THE LIMITATION OF THE LIABILITY OF OWNERS OF SEA-GOING SHIPS OF 10 OCTOBER, 1957

and of the

PROTOCOL DONE AT BRUSSELS ON 21 DECEMBER, 1979 TO AMEND THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO BILLS OF LADING OF 25 AUGUST,1924, AS MODIFIED BY THE AMENDING PROTOCOL OF 23rd FEBRUARY, 1968.

Conventions de Bruxelles

AJOUTE A L'ETAT DES RATIFICATIONS ET ADHESIONS DES CONVENTIONS INTERNATIONALES DE DROIT MARITIME

RATIFICATION PAR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET DE L'IRLANDE DU NORD

Suivant une communication datée du 12 mars 1982, le Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, avise que le 2 mars 1982 ont été déposés auprès du Gouvernement belge les instruments de ratification du Royaume-Uni de Grande-Bretagne et de l'Irlande du Nord concernant le :

PROTOCOLE FAIT A BRUXELLES LE 21 DECEMBRE 1979, PORTANT MODIFICATION DE LA CONVENTION INTERNATIONALE SUR LA LIMITATION DE LA RESPONSABILITE DES PROPRIETAIRES DE NAVIRES DE MER DU 10 OCTOBRE 1957

et le

PROTOCOLE FAIT A BRUXELLES LE 21 DECEMBRE 1979, PORTANT MODIFICATION DE LA CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES EN MATIERE DE CONNAISSEMENT DU 25 AOÛT 1924, TELLE QU'AMENDEE PAR LE PROTOCOLE DE MODIFICATION DU 23 FEVRIER 1968.

IMCO Conventions

RIDER TO THE STATEMENT OF THE RATIFICATIONS OF AND ACCESSIONS TO THE IMCO CONVENTIONS IN THE FIELD OF PRIVATE MARITIME LAW

The Inter-Governmental Maritime Consultative Organization advises that at the 31 December 1981 the following International Conventions had been ratified (r) or acceded to (a) by various countries which are shown hereunder in alphabetical order together with the date of deposit of the instrument :

INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMMAGE 1969 (CLC 1969)

Done at Brussels:29 November 1969.
Entry into force: 19 June 1975.

Kuwait	2 April 1981	a
Maldives	16 March 1981	a
Nigeria	7 May 1981	a
Singapore	16 September 1981	a

Conventions OMCI

AJOUTE A L'ETAT DES RATIFICATIONS ET ADHESIONS DES CONVENTIONS DE L'OMCI EN MATIERE DE DROIT MARITIME PRIVE.

L'Organisation Intergouvernementale Consultative de la Navigation Maritime avise qu'à la date du 31 décembre 1981 les Conventions Internationales suivantes avaient été ratifiées (r) par, ou fait l'objet d'une adhésion (a) de différents pays repris ci-dessous par ordre alphabétique, avec la date de l'instrument de ratification :

CONVENTION INTERNATIONALE DE 1969 SUR LA RESPONSABILITE CIVILE POUR LES DOMMAGES DUS A LA POLLUTION PAR LES HYDROCARBURES (CLC 1969)

Signée à Bruxelles, le 29 novembre 1969
Entrée en vigueur le 19 juin 1975

Koweit	2 avril 1981	a
Maldives	16 mars 1981	a
Nigéria	7 mai 1981	a
Singapore	16 septembre 1981	a

PROTOCOL TO THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMAGE 1969 (CLC PROT 1976)

Done at London:19 November 1976
Entry into force: 8 April 1981.

Denmark	3 June 1981	a
Finland	8 January 1981	a
Kuwait	1 July 1981	a
Liberia	17 February 1981	a
Maldives	14 June 1981	a
Singapore	15 December 1981	a
Spain	22 October 1981	a

CONVENTION RELATING TO CIVIL LIABILITY IN THE FIELD OF MARITIME CARRIAGE OF NUCLEAR MATERIAL, 1971 (NUCLEAR 1971)

Done at Brussels: 17 December 1971
Entry into force: 15 July 1975.

Argentina	18 May 1981	a
Liberia	17 February 1981	a

INTERNATIONAL CONVENTION ON THE ESTABLISHMENT OF AN INTERNATIONAL FUND FOR COMPENSATION FOR OIL POLLUTION DAMAGE 1971 (FUND 1971)

Done at Brussels: 18 December 1971
Entry into force: 16 October 1978.

Kuwait	2 April 1981	a
Maldives	16 March 1981	a
Spain	8 October 1981	a

PROTOCOLE A LA CONVENTION INTERNATIONALE DE 1969 SUR LA RESPONSABILITE CIVILE POUR LES DOMMAGES DUS A LA POLLUTION PAR LES HYDROCARBURES (CLC PROT 1976)

Signé à Londres le 19 novembre 1976.
Entré en vigueur le 8 avril 1981.

Danemark	3 juin 1981	a
Espagne	22 octobre 1981	a
Finlande	8 janvier 1981	a
Koweit	1 juillet 1981	a
Libéria	17 février 1981	a
Maldives	14 juin 1981	a
Singapore	15 décembre 1981	a

CONVENTION RELATIVE A LA RESPONSABILITE CIVILE DANS LE DOMAINE DU TRANSPORT MARITIME DE MATIERES NUCLEAIRES (NUCLEAR 1971)

Signée à Bruxelles le 17 décembre 1971.
Entrée en vigueur le 15 juillet 1975.

Argentine	18 mai 1981	a
Libéria	17 février 1981	a

CONVENTION INTERNATIONALE DE 1971 PORTANT CREATION D'UN FONDS INTERNATIONAL D'INDEMNISATION POUR LES DOMMAGES DUS A LA POLLUTION PAR LES HYDROCARBURES (FUND 1971)

Signée à Bruxelles le 18 décembre 1971.
Entrée en vigueur le 16 octobre 1978.

Espagne	8 octobre 1981	a
Koweit	2 avril 1981	a
Maldives	16 mars 1981	a

The United Nations Convention on International Multimodal Transport of Goods

From a note by the UNCTAD secretariat it appears that the status of definitive signatures of this Convention by 1 December, 1981 was as follows:

Six countries had signed the Convention subject to ratification :

Mexico
Morocco
Senegal
Chile
Norway
Venezuela

La Convention des Nations Unies sur le transport multimodal international de marchandises

Dans une note émise par le secrétariat de la CNUCED il apparait que l'état définitif des signatures de cette Convention, arrêté au 1er décembre 1981, se présente comme suit :

Six pays ont signés la Convention sujet à ratification :

Mexique
Maroc
Sénégal
Chili
Norvège
Vénézuela

Published by CMI headquarters :
c/o Messrs. HENRY VOET-GENICOT, Borzestraat 17, B-2000 Antwerp - Belgium.

drukkerij lloyd

CMI NEWS LETTER

Vigilandum est semper; multae insidiae sunt bonis.

June, 1982 — COMITE MARITIME INTERNATIONAL — Juin, 1982

QUARTERLY BULLETIN TRIMESTRIEL

CMI Assembly 14 and 15 April, 1982 — Assemblée du CMI 14 et 15 avril 1982

Attending: - Présents:

OFFICERS		MEMBRES DU BUREAU :
President Président	:	Francesco Berlingieri
Honorary Vice-President Vice-Président d'Honneur	:	Kaj Pineus
Vice-Presidents	:	Arthur M.Boal
Vice-Présidents	:	Walter Müller
	:	Jean Warot
Secretary General Executive Secrétaire Général Exécutif	:	Jan Ramberg
Executive Council	:	J.Niall McGovern
Conseil Exécutif	:	Hans Georg Röhreke
	:	Jan C.Schultsz
Secretary General Administrative and Treasurer : Secrétaire Général Administratif et Trésorier	:	Henri Voet

DELEGATES OF MEMBER ASSOCIATIONS :

DELEGUES DES ASSOCIATIONS MEMBRES :

BELGIQUE	Claude Buisseret Lionel Tricot
CANADA	Prof. W.Tetley R.G. Chauvin W.T. Smith
CZECHOSLOVAKIA	Varasek
DENMARK	Hans Levy, Allan Philip
DEUTSCHE DEMOKRATISCHE REPUBLIK	Dr. Richter
DEUTSCHLAND BUNDESREPUBLIK	Walter Hasche
FRANCE	J.Villeneau Mme Fr.Odier
GREAT BRITAIN	D.J.Lloyd Watkins C.W.H. Goldie

GREECE	Prof.Kyriakos Spiliopoulos
IRELAND	J. Niall McGovern
ITALIE	A. Berlingieri
JAPAN	Akira Takakuwa
KOREA	Jae Soo, Choi, H.S. Hong
NETHERLANDS	Jan C.Schultsz
NORWAY	Annar Poulsson
PANAMA	Hans Peter Michelet
PHILIPPINES	J.L. Misa
POLOGNE	Michal Rzeszewicz
PORTUGAL	E.H. Serra Brandão
SUISSE	Rudolf Th.Sarasin
SWEDEN	Per-Erik Hedborg Claës Palme
U.S.A.	John C.Moore Gordon W.Paulsen Graydon S.Staring
U.R.S.S.	Dr.Kolodkin
VENEZUELA	Dr. Cova Arria Dr. Konrad Firgau Yanes
YUGOSLAVIA	Prof. V. Filipovic.

1. New Member Associations

The Maritime Law Associations of Costa Rica and of the Philippines were unanimously elected new members of the CMI.

2. Titulary Members

As Titulary Members of the CMI were elected :

Belgium : Mr. Jean Coens

Canada : Mr. J.Carton Q.C.,
Mr. Bart Malott

France : Prof. Bonassies

Germany
Federal Republic of : Dr. Dieter Rabe

Nigeria : The Right Honourable
Sir Adetokunboh Ademola,
: The Right Honourable Mr.
Justice Charles D.Onyeama
: Prof.Taslim Olawale Elias
: The Right Honourable Michael
A. Odesanya
: Chief Chris O. Ogunbanjo.

U.S.A. : Mr.Gordon W.Paulsen

VENEZUELA : Dr.Armando Torres Partidas.

3. Election of the President, the Vice-Presidents and the other Officers of the CMI

Professor Francesco Berlingieri was with a rising vote and acclamation re-elected as the President of the CMI.

As Vice-Presidents of the CMI were unanimously elected :

Mr William R.A. Birch Reynardson
Dr Arthur M. Boal
Dr Anatoliy Kolodkin
Mr Niall McGovern
Dr Walter Müller

1. Nouvelles Associations Membres

Les Associations de Droit Maritime du Costa Rica et des Philippines ont été élues à l'unanimité nouveaux membres du CMI.

2. Membres Titulaires

Furent élus comme Membres Titulaires du CMI :

Allemagne, République
Fédérale d':Dr.Dieter Rabe

Belgique : M. Jean Coens

Canada : M. J.Carton Q.C.
: M. Bart Malott

France : Prof. Bonassies

Nigeria : The Right Honourable
Sir Adetokunboh Ademola,
: The Right Honourable Mr.
Justice Charles D.Onyeama
: Prof.Taslim Olawale Elias
: The Right Honourable Michael
A. Odesanya
: Chief Chris O. Ogunbanjo.

U.S.A. : M.Gordon W.Paulsen

Venezuela : Dr. Armando Torres Partidas

3. Election du Président, des Vice-Présidents et des autres membres du Bureau du CMI

Le Professeur Francesco Berlingieri a été ré-élu par main levée et par acclamation comme Président du CMI.

Furent élus à l'unanimité comme Vice-Présidents du CMI :

M. William R.A. Birch Reynardson
Dr Arthur M. Boal
Dr Anatoliy Kolodkin
Mr Niall McGovern
Dr Walter Müller

Mr Tsunéo Ohtori
Dr José Domingo Ray
Mr Nagendra Singh
Mr Jean Warot

Professor Jan Ramberg was re-elected as Secretary General Executive and Mr Henri Voet was re-elected as Secretary General Administrative and Treasurer.

4. Election of the members of the Executive Council.

As members of the Executive Council were elected :

Roland Chauvin
Hrvoje Kacic
John C.Moore
Allan Philip
Georg Röhreke
Jan C.Schultsz

5. Appointment of the Administrative Officer

As Administrative Officer was appointed the Firm Henry Voet-Genicot.

6. XXXIIIrd International Conference

Mr Serra Brandão confirmed the invitation of the Portuguese Maritime Law Association to hold the CMI XXXIIIrd International Conference in Lisbon. Preferably the Conference should be arranged during the month of September 1985. It could be arranged as early as 1984 provided about 15 months' advance notice was given. The Portuguese Maritime Law Association did not express a preference for any particular subject. For the time being no definite proposal was made for subjects to be dealt with at the Conference. It was suggested, however, that the Conference need not necessarily deal with a draft text of an International Convention. It might even be unwise to consider the revision of an earlier International Convention - such as the 1967 Convention for the Unification of Certain Rules relating to Maritime Liens and Mortgages - until the possibilities to promote the ratification of that Convention in its present form had been thoroughly investigated. Further, the CMI draft conventions already presented to IMCO as a result of the Rio de Janeiro and Montreal Conferences may well be considered quite sufficient for the time being.

The question whether the CMI should deal with public maritime law was discussed. Even though this might involve decisions with respect to policy - which should rather not be treated within the CMI as a wholly non-political organization - it was suggested that the implications for shipping following from different public law principles may well be studied. As other possible subjects for the XXXIIIrd International Conference were mentioned recommendations which may result from a CMI Colloquium (see below paragraph 7) or "restatements" of maritime law in various areas, such as in the field of collision damages, maritime liens and mortgages or marine insurance.

Mr Tsunéo Ohtori
Dr José Domingo Ray
Mr Nagendra Singh
Mr Jean Warot

Le Professeur Jan Ramberg fut réélu comme Secrétaire Général Exécutif et Monsieur Henri Voet fut réélu comme Secrétaire Général Administratif et Trésorier.

4. Election des membres du Conseil Exécutif.

Furent élus comme membres du Conseil Exécutif :

Roland Chauvin
Hrvoje Kacic
John C.Moore
Allan Philip
Georg Röhreke
Jan C.Schultsz

5. Désignation du Conseiller Administratif

La Firme Henry Voet-Genicot fut désignée comme Conseiller Administratif.

6. XXXIIIème Conférence Internationale

Monsieur Serra Brandão confirma l'invitation de l'Association Portugaise de Droit Maritime à tenir à Lisbonne la XXXIIIème Conférence Internationale du CMI. La Conférence devrait de préférence se tenir durant le mois de septembre 1985. Elle pourrait déjà se tenir en 1984 à condition qu'avis en soit donné environ 15 mois à l'avance. L'Association Portugaise de Droit Maritime n'a pas exprimé de préférence pour un sujet particulier. A l'heure actuelle aucune proposition définitive n'a été faite de sujets devant être traités à cette Conférence. Il a été suggéré cependant que la Conférence ne traite pas nécessairement d'un projet de Convention Internationale. Il pourrait même être contre-indiqué de s'occuper de la revision d'une Convention Internationale antérieure - comme la Convention de 1967 pour l'unification de certaines règles relatives aux Privilèges et Hypothèques Maritimes - avant que les possibilités de promouvoir la ratification de cette Convention dans sa forme actuelle n'aient été complètement examinées. Par ailleurs, les projets CMI de conventions présentés à l'OMCI comme résultat des Conférences de Rio de Janeiro et de Montréal peuvent être considérés comme bien suffisants à l'heure actuelle.

La question de savoir si le CMI doit traiter de droit maritime public fut discutée. Bien que ceci puisse impliquer des décisions concernant la politique - ce qui ne devrait cependant pas être traité au sein du CMI comme organisation complètement apolitique - il a été suggéré que soient étudiées les implications sur la navigation de différents principes de droit public . Comme autres sujets possibles pour la XXXIIIème Conférence Internationale on a mentionné les recommandations résultant d'un Colloque CMI (voir rubrique 7 ci-après) ou de mises au point de la loi maritime dans divers secteurs, comme les dommages-intérêts en cas d'abordages, les privilèges et hypothèques maritimes ou l'assurance maritime.

The Assembly decided that the Executive Council should consider the various proposals made and submit views and proposals to the Member Associations.

7. 1983 Colloquium

Mr Charles Goldie (UK) reported on the preparations made for a Colloquium to be arranged in 1983. It was suggested that the Colloquium should deal with Bills of Lading and Fraud and that it should preferably deal with only the documentary aspects excluding other matters, such as the liability for loss of or damage to cargo. As a tentative time for the CMI Colloquium was suggested the Spring of 1983 and as venue Venice or some other city in Italy. The problems should be dealt with on a comparative law basis and include non-availibility of bills of lading at the port of discharge, fraudulent bills of lading and new documentary practices. Introductory papers should be prepared and circulated in advance. Discussions in plenary as well as in groups should take place. If possible, the 1983 CMI Assembly should be arranged in conjunction with the Colloquium. The Assembly requested the Executive Council to organize the 1983 Colloquium along the lines indicated.

8. Work in progress

a) Marine Insurance

Mr Pineus reported on a project which had been suggested by the Peruvian Maritime Law Association concerning the preparation of guidelines or principles relating to marine insurance. A Working Group had been set up under the chairmanship of Sir John Donaldson. A first report from the Working Group is expected in the autumn of 1982.

The Assembly decided that the Working Group should be requested to abstain from any external contacts until a decision has been taken on any further action on the basis of the report of the Working Group.

b) International Terminal Operators

Professor Ramberg reported on the draft International Convention prepared by UNIDROIT relating to so-called "International Terminal Operators"(x) and the co-operation between CMI and UNIDROIT as well as other international organizations with a view to elaborate Standard Conditions as an alternative or a supplement to an International Convention. Doubts were raised as to the success of an International Convention or Standard Conditions in this field. The Assembly decided to request Professor Ramberg to prepare a report on the present status of the project as far as the CMI is concerned which should be sent to the Member Associations. In the meantime, the work within the International Sub-Committee under the chairmanship of Dr Thomas M. Remé (Hamburg) should be kept in abeyance. On the basis of Professor Ramberg's report the Assembly would decide on any further action.

(x) vide the text hereafter in this bulletin.

L'Assemblée décida que le Conseil Exécutif prendrait en considération les diverses propositions faites et soumettrait ses vues et propositions aux Associations Membres.

7. Colloque 1983

Monsieur Charles Goldie (U.K.) fit rapport sur les préparatifs d'un Colloque devant être organisé en 1983. Il fut suggéré que le Colloque traite des connaissements et de la fraude et qu'il traite de préférence de l'aspect documentaire en excluant d'autres objets tels que la responsabilité pour perte et/ou dommage à la cargaison. Le printemps 1983 et Venise ou une autre ville en Italie furent suggérés pour le Colloque CMI. Les problèmes devraient être traités sur base de droit comparé et inclure la non-disponibilité des connaissements au port de déchargement, les connaissements frauduleux et les nouvelles pratiques en matière de documents. Des textes devraient être préparés et distribués à l'avance. Des discussions devraient avoir lieu en groupes ainsi qu'en assemblée plénière. L'Assemblée 1983 du CMI devrait, si possible, être organisée en liaison avec le Colloque. L'Assemblée a chargé le Conseil Exécutif d'organiser le Colloque 1983 suivant ces indications.

8. Travaux en cours

a) Assurance maritime

Monsieur Pineus fit rapport sur un projet suggéré par l'Association Péruvienne de Droit Maritime concernant la préparation de lignes de conduite ou de principes concernant l'assurance maritime. Un groupe de travail fut créé sous la présidence de Sir John Donaldson. Un premier rapport du groupe de travail est prévu pour l'automne 1982.

L'Assemblée décida de prier le groupe de travail de s'abstenir de prendre des contacts extérieurs tant qu'une décision ne soit prise sur une action ultérieure sur base du rapport du groupe de travail

b) Opérateurs Internationaux de terminaux

Le Professeur Ramberg fit rapport sur le projet de Convention Internationale préparé par UNIDROIT concernant les "Opérateurs Internationaux de terminaux"(x) et sur la coopération entre le CMI et UNIDROIT ainsi que d'autres organisation internationales en vue de l'élaboration de conditions standard comme alternative ou supplément à une Convention Internationale. Des doutes furent émis quant au succès d'une Convention Internationale ou de conditions standard dans ce domaine. L'Assemblée décida de prier le Professeur Ramberg de préparer un rapport sur l'état actuel de ce projet pour ce qui concerne le CMI, qui devrait être envoyé aux Associations Membres. Entretemps, le travail au sein de la commission internationale présidée par le Dr.Thomas M. Remé (Hambourg) devrait être tenu en suspens. L'Assemblée décidera de toute action ultérieure sur base du rapport du Professeur Ramberg.

(X) voir le texte ci-après dans ce bulletin.

c) Towage

Mr Palme (Stockholm), the chairman of the International Sub-Committee, informed about the work performed so far. Port towage as well as ocean towage and the towage of manned as well as unmanned vessels (barges) had been considered. Presently, various standard forms relating to towage were studied. The aim of the work was to define legal problems and to establish principles which could be universally accepted in standard conditions. A draft report would be circulated within the International Sub-Committee in the summer of 1982 and a meeting of the International Sub-Committee could hopefully take place before the end of November 1982.

The President suggested that the report should be sent to the Member Associations before the meeting of the International Sub-Committee which would then be in a position to make suggestions directly to the CMI Assembly.

d) General Average

Mr Goldie (London), the chairman of the International Sub-Committee, reported on the work performed so far. He reminded the Assembly that originally the International Sub-Committee was charged with the task to consider General Average in the light of the Hamburg Rules but that its work had subsequently been extended to include the practical application of General Average today, the attitude of the law courts in view of the trend to increase the liability of shipowners with a corresponding reduction of the importance of General Average and, finally, the simplification of adjustment in General Average. He expected that a report would be ready for the consideration of the CMI Executive Council in June. The report would subsequently be circulated to the Member Associations.

e) Pending studies

The President informed that the Study on Shipbuilding Contracts was now being printed by Lloyd's of London Press. Mr.Pineus informed that the Study on Time Bars was also being printed by Lloyds's Press and that a manuscript on Limitation on Shipowners's Liability was ready for printing. It was suggested that an offset print could be made by the CMI and that the Study could appear in a CMI booklet.

9. Other subjects

Marine Legislation in the ESCAP countries

The President informed that draft Guidelines had been proposed, partly by the CMI, and discussed at a meeting in January 1982 in Bangkok chaired by him. The CMI had in this manner made itself known and recognized in the area. The President had suggested to ESCAP not to

c) Remorquage

Monsieur Palme, (Stockholm), président de la commission internationale, informa sur le travail réalisé jusqu'à présent. Le remorquage portuaire et océanique de même que le remorquage de bâtiments avec ou sans équipage (péniches) ont été pris en considération. Actuellement différents documents standard concernant le remorquage ont été étudiés. Le but du travail consiste à définir des problèmes légaux et à établir des principes pouvant universellement servir dans des conditions standard. Un projet de rapport sera distribué au sein de la commission internationale durant l'été 1982 tandis que l'on espère pouvoir tenir une réunion de cette commission internationale avant la fin novembre 1982.

Le Président suggéra que le rapport soit envoyé aux Associations Membres avant la réunion de la commission internationale qui serait ainsi en mesure de formuler des suggestions directement à l'Assemblée du CMI.

d) Avarie commune

Monsieur Goldie,(Londres), président de la commission internationale, fit rapport sur le travail réalisé jusqu'à présent. Il rappela à l'Assemblée que la commission internationale avait été chargée à l'origine de considérer l'avarie commune à la lumière des Règles de Hambourg mais que son travail avait ensuite été étendu pour inclure l'application pratique de l'avarie commune aujourd'hui, l'attitude des tribunaux en considération de la tendance à augmenter la responsabilité des propriétaires de navires avec une réduction correspondante de l'importance de l'avarie commune et, finalement, la simplification des dispaches d'avarie commune. Il espère qu'un rapport pourra être soumis pour prise en considération au Conseil Exécutif du CMI en juin. Le rapport devra ensuite être circulé aux Associations Membres.

e) Etudes en suspens

Le Président informa de ce que l'étude sur les contrats de construction de navires était en cours d'impression par "Lloyd's of London Press".
Monsieur Pineus informa de ce que l'étude sur les délais de prescription était également imprimée par "Lloyd's of London Press" tandis qu'un manuscrit sur la limitation de la responsabilité des propriétaires de navires était prêt pour l'impression. Il fut suggéré qu'une impression en off-set soit faite par le CMI et que l'étude puisse figurer dans une brochure du CMI.

9. Autres sujets

Législation maritime dans les pays "ESCAP"

Le Président informa de ce qu'un projet de lignes de conduite avait été proposé, en partie par le CMI, et discuté à une réunion présidée par lui à Bangkok en janvier 1982. Le CMI s'est de cette façon fait connaître et accepter dans cette région. Le Président a suggéré à ESCAP

draft a complete maritime code but rather to deal with the various subjects successively according to the priority which ought to be given to them. Mr Misa, the chairman of the Philippines Maritime Law Association, reported that the government of the Philippines had followed this suggestion.

An intergovernmental meeting will be held in Bangkok 20-24 September 1982 where the CMI could be officially represented as advisor. The Assembly approved that the CMI should accept an invitation to take part in such a meeting and that, if need be, the CMI should defray the travelling expenses for its representative.

Further, the President informed that the Economic Commission for Africa had invited the CMI to take part in a meeting 3-5 May 1982 in Abidjan. Since it dealt with mainly economic questions (port administration etc) the President had informed the Commission that the CMI would not take part in the meeting.

Mr Kolodkin (USSR) reported that the Economic Commission for Africa had requested the USSR to assist in developing a maritime code for African countries. He suggested that the Maritime Law Association of the USSR should work in co-operation with the CMI in this matter. It would then be possible to draw from the experience gained in the present work to draft maritime codes for the ESCAP countries.

10. Revision of Maritime Law Conventions

In view of the difficulties in reaching a broad international consensus on maritime law conventions and the danger of a destruction of the present unification of maritime law, views were expressed that conventions should not be revised unless there was a compelling need.
Professor Tetley (Canada) suggested that the CMI could efficiently assist in the unification of maritime law by performing studies on the position in different countries on various important matters of maritime law and to make restatements of the law in the same manner as has been done generally in the United States.

The Revision of the 1969 Civil Liability for Oil Pollution Convention (CLC) and the 1971 Fund Convention

In view of the fact that these conventions are presently being considered within IMCO with a view to put them before a diplomatic conference maybe already during 1984 it was vital that the CMI should undertake a study of these matters as soon as possible. The Assembly decided to set up a Working Group to study the matter and thereby take into account the discussions within IMCO's Legal Committee. The Working Group should report to the Member Associations by the end of June 1982 and the Member Associations should be requested to submit their comments

de ne pas établir de projet de code maritime complet mais bien de traiter de chacun des différents sujets, successivement et suivant la priorité qui doit leur être accordée. Monsieur Misa, président de l'Association de Droit Maritime des Philippines, signala que le Gouvernement des Philippines avait suivi cette suggestion.

Une réunion intergouvernementale sera tenue à Bangkok du 20 au 24 septembre 1982, où le CMI sera officiellement représenté comme conseiller. L'Assemblée approuva que le CMI accepte une invitation à assister à une telle réunion et, si nécessaire, que le CMI prenne en charge les frais de voyage de son représentant.

Par ailleurs, le Président informa de ce que la Commission Economique pour l'Afrique avait invité le CMI à participer à une réunion à Abidjan du 3 au 5 mai 1982. Comme elle devait essentiellement traiter de questions économiques (administration portuaire etc.) le Président a informé la Commission que le CMI ne participerait pas à cette réunion.

Monsieur Kolodkin (URSS) signala que la Commission Economique pour l'Afrique avait demandé à l'URSS de fournir assistance pour l'élaboration d'un code maritime pour les pays d'Afrique. Il suggéra que l'Association de Droit Maritime de l'URSS travaille dans ce domaine en collaboration avec le CMI. Il serait possible ainsi de profiter de l'expérience acquise à l'occasion de ce travail pour préparer des codes maritimes pour les pays de l'ESCAP.

10. Revision des Conventions de Droit Maritime

En considération de la difficulté à atteindre un large consensus international sur les conventions de droit maritime et le danger de voir l'actuelle unification du droit maritime être détruite, l'opinion fut exprimée de ne pas reviser ces conventions sauf en cas de besoin pressant.
Le Professeur Tetley (Canada) suggéra que le CMI assiste efficacement à l'unification du droit maritime en réalisant des études sur la situation dans différents pays sur divers sujets importants du droit maritime et de faire des mises au point de la loi comme on le fait généralement aux Etats-Unis.

Revision de la Convention sur la Responsabilité Civile pour les dommages dûs à la pollution par les hydrocarbures (CLC) de 1969 et la Convention de 1971 sur le Fonds

Tenant compte du fait que ces conventions sont actuellement prises en considération par l'OMCI pour être soumises à une Conférence diplomatique peut-être déjà dans le courant de 1984, il était vital que le CMI entreprenne promptement une étude de ces matières.
L'Assemblée décida de créer un groupe de travail pour étudier la question en tenant compte des discussions au sein du Comité Juridique de l'OMCI. Le groupe de travail devrait faire rapport aux Associations Membres à la fin juin 1982 et les Asso-

to the CMI Secretariat (with copies to the President and the chairman of the Working Group) not later than 15 August 1982. Any matters on which at this time there are no conflicting views within the CMI may be brought to the attention of IMCO's Legal Committee. All other matters, however, must first be referred to the CMI Assembly. The Assembly decided that the Executive Council should at its discretion decide whether or not to convene an extraordinary CMI Assembly for this purpose and, if so, consider to hold the ordinary 1983 CMI Assembly already in January 1983.

The following were elected members of the Working Group :

Gordon W.Paulsen
Knud Pontoppidan
Annar Poulsson
Jan Ramberg
Jan Schultsz
Norbert Trotz
Jacques Villeneau
Lloyd Watkins

The Working Group subsequently decided to appoint Mr.Paulsen as chairman and to invite Mr McGovern to take part in its meetings and to hold its first meeting in London 1982-05-11.

11. Approbation des comptes

L'Assemblée approuva les comptes de l'année 1981.
Il a été suggéré qu'à l'avenir les comptes présentent non seulement les résultats de l'exercice mais également ceux de l'année précédente, afin de faciliter les comparaisons.
Le souhait a également été exprimé de voir figurer plus de détails concernant certains postes de dépenses.

12. Budget pour 1982

La proposition du trésorier pour le budget de 1982 fut adoptée.

Il a été suggéré que le Conseil Exécutif étudie les principes pour la classification des Associations Membres en différentes catégories en vue de la fixation de leur cotisation annuelle au CMI et fasse, le cas échéant, des propositions en cette matière.

ciations Membres devraient être priées de soumettre leurs commentaires au secrétariat du CMI (avec copie pour le Président et pour le Président du groupe de travail) au plus tard le 15 août 1982. Toutes les matières qui à ce moment-là ne feront pas l'objet de points de vues opposés au sein du CMI seront soumises à l'attention du Comité Juridique de l'OMCI. Toutes les autres questions devront cependant être déférées au préalable à l'Assemblée du CMI.
L'Assemblée décida qu'il appartenait au Conseil Exécutif de convoquer ou non une assemblée extraordinaire et, dans l'affirmative, d'envisager de tenir déjà en janvier 1983 l'assemblée ordinaire pour 1983.

Furent élus membre du groupe de travail :

Gordon W.Paulsen
Knud Pontoppidan
Annar Poulsson
Jan Ramberg
Jan Schultsz
Norbert Trotz
Jacques Villeneau
Lloyd Watkins

Le groupe de travail décida ensuite de nommer comme Président Monsieur Paulsen et d'inviter Monsieur McGovern a participer à ses réunions dont la première sera tenue à Londres le 11.5.1982.

11. Approval of the Accounts

The Assembly approved the accounts of the year 1981.
It was suggested that in the future the accounts might show the results not only for the pending year but also for the previous year in order to facilitate comparisons.
The wish was also expressed that more details should be shown with respect to some items of the expenses.

12. Budget for 1982

The proposal of the Treasurer for the budget 1982 was carried.

It was suggested that the Executive Council should study the principles for the classification of the Member Associations in different categories for the purpose of their yearly contribution to the CMI and, if need be, make proposals in this matter.

Officers 1982 - 1985 Bureau

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Honorary Vice-President Vice-Président d'Honneur	:	Kaj PINEUS
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Secretary General Administrative and Treasurer: Secrétaire Général Administratif et Trésorier :		Henri VOET
Administrative Officer Conseiller Administratif	:	Firme HENRY VOET-GENICOT.

Preliminary Draft Convention on the Liability of International Terminal Operators (ITOs) adopted by the Unidroit Study Group on the Warehousing Contract at its third session, held in Rome from 19 to 21 October 1981

Preamble

THE STATES PARTIES TO THE PRESENT CONVENTION,

HAVING RECOGNISED the desirability of determining by agreement certain rules on the liability of International Terminal Operators,

HAVE DECIDED to conclude a Convention for this purpose and have thereto agreed as follows: (1)

Article 1

DEFINITIONS

For the purposes of the application of this Convention :

1. "International Terminal Operator (ITO) means any person acting in a capacity other than that of a carrier who undertakes against remuneration the safekeeping of goods before, during or after international carriage, either by agreement or by actually taking in charge such goods from a shipper, carrier, forwarder or any other person, with a view to their being handed over to any person entitled to take delivery of them.

2. "Customer" means the other party to the contract concluded by the ITO.

3. "Goods" includes any container, pallet or similar article of transport or packaging, if supplied by the consignor.

4. "International Carriage" means any carriage in which the place of departure and the place of destination are situated in two different States.

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(1) It will be necessary at a later date to expand the Preamble. In the meantime, the Group has decided to include a provision corresponding to the basic principle (d) to be found in the Preamble to the 1980 Convention on International Multimodal Transport of Goods to the effect that "the liability of the multimodal transport operator under this Convention should be based on the principle of presumed fault or neglect".

Article 2

SCOPE OF APPLICATION

This Convention shall apply whenever the operations for which the ITO is responsible under Article 3 are performed on the territory of a Contracting State.

Article 3

PERIOD OF RESPONSABILITY

1. The ITO shall be responsible for the safekeeping of goods from the time he has taken them in charge until their

handing over to the person entitled to take delivery of them.

2. The ITO shall also be responsible for the goods during such additional operations of loading, stowage or discharging as he has undertaken to perform or the performance of which he has procured.

Article 4

ISSUANCE OF DOCUMENT

1. The ITO shall, at the request of the customer, issue a dated document acknowledging receipt of the goods and stating the date on which they were actually taken in charge.

2. Such a document shall indicate any inaccuracy or inadequacy of any particular concerning the description of the goods taken in charge as far as this can be ascertained by reasonable means of checking.

3. Such a document is prima facie evidence of the contract for the safekeeping of goods and the taking in charge of the goods as therein described.

4. The document issued by the ITO may, if the parties so agree, and the applicable national law so permits, contain an undertaking by the ITO to deliver the goods against surrender of the document. A provision in the document that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.

5. Nothing in this Convention shall prevent the issuing of documents by any mechanical or electronic means, if not inconsistent with the law of the country where the document is issued.

Article 5

SECURITY RIGHTS IN THE GOODS

1. The ITO shall have a right of retention over the goods he has taken in charge for costs and claims relating to such goods, fees and warehousing rent included. However, nothing in this Convention shall affect the validity under national law of any contractual arrangements extending the ITO's security in the goods.

2. The ITO shall not, be entitled to retain the goods he has taken in charge if a sufficient guarantee for the sum claimed is provided or if an equivalent sum is deposited with a mutually accepted third party or with an official institution.

3. The ITO may, after giving adequate and timely notice, cause to be sold the goods retained by him up to the amount necessary to satisfy his claim. The conditions and procedures of the sale shall be governed by the law of the place where the operations for which the ITO is responsible under this Convention are performed.

4. The internal law of the place where the operations for which the ITO is responsible under this Convention are performed shall determine the effects which third party rights may have on the ITO's rights of retention and sale and on the proceeds of such sale.

Article 6

BASIS OF LIABILITY

1. The ITO is liable for loss resulting from loss of or damage to the goods for which he is responsible under Article 3 of this Convention, unless he proves that he, his servants or agents, took all measures that could reasonably be required to avoid the occurrence which caused the loss or damage, and its consequences.

2. If the ITO does not deliver the goods at the request of the customer within a period of / 60 / consecutive days following such request, the person entitled to make a claim for the loss of goods may treat them as lost.

3. The ITO is liable for securities, money or valuable articles only if a special agreement to that effect has been entered into in writing.

4. Where fault or neglect on the part of the ITO, his servants or agents combines with another cause to produce loss or damage, the ITO is liable only to the extent that the loss or damage is attributable to such fault or neglect, provided that the ITO proves the amount of the loss or damage not attributable thereto.

Article 7

LIMITS OF LIABILITY

1. The liability of the ITO for loss resulting from loss of or damage to goods according to the provisions of Article 6 is limited to an amount equivalent to 2.75 units of account per kilogramme of gross weight of the goods lost or damaged.

2. Unit of account means the unit of account mentioned in Article 13.

3. By agreement between the ITO and the customer, limits of liability exceeding those provided for in paragraph 1 may be fixed.

Article 8

NON-CONTRACTUAL LIABILITY

1. The defences and limits of liability provided for in this Convention apply in any action against the ITO in respect of loss of or damage to goods caused by any act or omission within the scope of the ITO's obligations provided for in Article 3, whether the action is founded in contract, in tort or otherwise.

2. If such an action is brought against a servant or agent of the ITO, such servant or agent, if he proves that he acted within the scope of his employment, is entitled to avail himself of the defences and limits of liability which the ITO is entitled to invoke under this Convention.

3. Except as provided in Article 9, the aggregate of the amounts recoverable from the ITO and from any person referred to

in paragraph 2 of this article shall not exceed the limits of liability provided for in this Convention.

Article 9

LOSS OF THE RIGHT TO LIMIT LIABILITY

1. The ITO is not entitled to the benefit of the exclusion or the limitation of liability provided for in Article 6, paragraph 4 and in Article 7 if it is proved that the loss or damage resulted from /an/ /a personal/ act or omission of the ITO done with the intent to cause such lorr or damage, or recklessly and with knowledge that such loss or damage would probably result.

2. Notwithstanding the provisions of paragraph 2 of Article 8, a servant or agent of the ITO is not entitled to the benefit of the limitation of liability provided for in Article 7 if it is proved that the loss or damage resulted from an act or omission of such servant or agent, done with the intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.

Article 10

NOTICE OF LOSS OR DAMAGE

1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing to the ITO not later than the working day after the day when the goods were handed over to the person entitled to take delivery of the goods, such handing over is *prima facie* evidence of the delivery by the ITO of the goods as described in the document issued by the ITO or, if no such document has been issued, in good condition.

2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the person entitled to take delivery of the goods.

3. If the state of the goods at the time they were handed over to the person entitled to take delivery of the goods has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.

4. In the case of any actual or apprehended loss or damage the ITO and the person entitled to take delivery of the goods must give all reasonable facilities to each other for inspecting and tallying the goods.

Article 11

LIMITATION OF ACTIONS

1. Any action under this Convention is time-barred if judicial or arbitral proceedings have not been instituted within a period of two years.

2. The limitation period commences on the day on which the ITO has delivered the goods or part thereof or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered.

3. The day on which the limitation period commences is not included in the period.

4. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a delcaration in writing to the claimant. This period may be further extended by another declaration or declarations.

5. An action for indemnity by a person held liable may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted. However, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself.

Article 12

CONTRACTUAL STIPULATIONS

1. Any stipulation in a contract for the safekeeping of goods concluded by an ITO or in any document evidencing such a contract is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part.

2. Notwithstanding the provisions of paragraph 1 of this article, an ITO may increase his responsibilities under this Convention.

Article 13

UNIT OF ACCOUNT OR MONETARY UNIT AND CONVERSION

1. The unit of account referred to in Article 7 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 7 are to be converted into the national currency of a State according to the value of such currency at the date of judgment or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State which is a member of the International Monetary Fund is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of a national currency in terms of the Special Drawing Right of a Contracting State which is not a member of the International Monetary Fund is to be calculated in a manner determined by that State.

2. Nevertheless, those States which are not members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this article may, at the time of signature, or at the time of ratification, acceptance, approval or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in their territories shall be fixed as 41.25 monetary units per kilogramme of gross weight of the goods.

3. The monetary unit referred to in paragraph 2 of this article corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. The conversion of the amounts referred to in paragraph 2 into the national currency is to be made according to the law of the State concerned.

4. The calculation mentioned in the last sentence of paragraph 1 and the conversion mentioned in paragraph 3 of this article are to be made in such a manner as to express in the national currency of the Contracting State as far as possible the same real value for the amounts in Article 7 as is expressed there in units of account. Contracting States must communicate to the Depositary Government the manner of calculation pursuant to paragraph 1 of this article, or the result of the conversion mentioned in paragraph 3 of this article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval or accession, or when availing themselves of the option provided for in paragraph 2 of this article and whenever there is a change in the manner of such calculation or in the result of such conversion.

Article 14

OTHER CONVENTIONS

This Convention does not modify the rights or duties of a carrier which may arise under any international Convention relating to the international carriage of goods.

Article 15

INTERPRETATION OF THE CONVENTION

In the interpretation and application of the provisions of this Convention regard shall be had to its international character and to the need to promote uniformity.

/Article 16/

SIGNATURE, RATIFICATION, ACCEPTANCE, APPROVAL AND ACCESSION

1. This Convention shall be open to signature /by all States/ at ..... from ..... 19.. to ..... 19.. .

2. This Convention shall be subject to ratification, acceptance or approval by the signatory States.

3. After ..... 19.. , this Convention shall be open indefinitely for accession by /all/ States which are not signatory States.

4. Instruments, of ratification, acceptance, approval and accession shall be deposited with the Government of ....., which shall be the Depositary Government./

/Article 17/

ENTRY INTO FORCE

1. This Convention shall enter into force six months after the date of deposit of the /fifth/ instrument of ratification, acceptance, approval or accession, with the Depositary Government.

2. For each State which becomes a Contracting State to this Convention after the deposit of the /fifth/ instrument of ratification, acceptance, approval or accession, this Convention shall enter into force six months after the deposit of the appropriate instrument on behalf of that State./

Article 18

RESERVATIONS

1. Any State may, at the time of signature, ratification, acceptance, approval or accession, declare by notification addressed to ..... that it will guarantee effect to the rules on the liability of international terminal operators contained in this Convention in respect of any operators who expressly or impliedly undertake to apply those rules. The use of the name "International Terminal Operator (ITO)" shall constitute such an express undertaking.

2. Any State may recognise operators who apply the rules of this Convention as "International Terminal Operators (ITOs)".

/Article 19/

FEDERAL STATES

1. If a State has two or more territorial units in which different systems of law apply to matters respecting the safekeeping of goods, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention shall extend to all its territorial units or only to one or more of them, and may modify its declaration by submitting another declaration at any time.

2. These declarations shall be notified to the Depositary Government and shall state expressly the territorial units to which the Convention applies./

/Article 20/

REVISION AND AMENDMENT

1. At the request of not less than one-third of the Contracting States to this Convention, the Depositary Government shall convene a Conference for revising or amending it.

2. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention shall be deemed to apply to the Convention as amended.

Article 21

REVISION OF THE LIMITATION AMOUNTS AND UNIT OF ACCOUNT OR MONETARY UNIT

1. Notwithstanding the provisions of Article 20, a Conference only for the purpose of altering the amount specified in Article 7 and paragraph 2 of Article 13 of this Convention or of substituting either or both of the units defined in paragraphs 1 and 3 of Article 13 by other units shall be convened by the Depositary Government in accordance with paragraph 2 of this article. An alteration of the amounts shall be made only because of a significant change in their real value.

2. A revision Conference shall be convened by the Depositary Government when not less than one-fourth of the Contracting States so request.

3. Any decision by the Conference must be taken by a two-thirds majority of the participating States. The amendment shall be communicated by the Depositary Government to all the Contracting States for acceptance and to all the States signatories to the Convention for information.

4. Any amendment adopted shall enter into force on the first day of the month following one year after its acceptance by two-thirds of the Contracting States. Acceptance shall be effected by the deposit of a formal instrument to that effect, with the Depositary Government.

5. After the entry into force of an amendment, a Contracting State which has accepted the amendment is entitled to apply the Convention as amended in its relations with Contracting States which have not, within six months after the adoption of the amendment, notified the Depositary Government that they are not bound by the amendment.

6. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention is deemed to apply to the Convention as amended.

Article 22

DENUNCIATION

1. Any Contracting State may denounce this Convention by written notification to the Depositary Government.

2. Such denunciation shall take effect twelve months from the date on which the Depositary Government has received the notification.

Article 23

DEPOSITARY

1. The original of this Convention, in the ..... languages, each version being equally authentic, shall be deposited with the Government of ..... , which shall transmit certified copies thereof to each of the signatory and Contracting States, and to the International Institute for the Unification of Private Law.

2. The Depositary Government shall give notice to the signatory and Contracting States, and to the International Institute for the Unification of Private Law, of:

(a) any signature;

(b) the deposit of any instrument of ratification, acceptance, approval, or accession;

(c) any date on which this Convention enters into force in accordance with Article 16;

(d) any declaration received in accordance with Article 17;

(e) any declaration received in accordance with Article 18, paragraph 2, and the date on which the declaration takes effect;

(f) any requests for the revision or amendment of this Convention and the convening of a Conference for such revision or amendment in accordance with Articles 19, paragraph 1 and 20, paragraph 2;

(g) any denunciation received in accordance with Article 21, paragraph 1, and the date on which the denunciation takes effect.

IN WINESS WHEREOF, the undersigned Plenipotentiaries, being duly authorised to that effect, have signed this Convention.

DONE at ..... , this ..... day of ..... one thousand nine hundred and ....

Uniform Rules relating to Liability and Compensation for Damages caused during the Carriage Overland of Hazardous Substances

It was held in Rome at the seat of the UNIDROIT, from the 1st to the 6th of February 1982, the second meeting of the "Committee of Governmental experts for the preparation of Uniform rules relating to liability and compensation for damages caused during the carriage overland of hazardous substances", with the purpose of examining the preliminary draft Convention.

It has been firstly considered the possibility of extending the convention to damages caused by all types of dangerous activities, but it has been decided that the Convention should treat only the damages caused during a carriage and not only the catastrophic, but all types of damages. In fact, several are the differences between a contract of carriage and on hazardous activities and it is not possible to treat them together in the new instrument.

Secondly it has been examined the nature of the liability and the subject responsible, recalling the works and debates already made at the IMCO on the subject of the same liability occurred during a voyage by sea. On the point of the nature of the liability, after a large debate, the majority of participants supported the strict liability in accordance to the more recent international convention on the matter and the modern trend of the doctrine on concept of liability.

On the point of the subject responsible, after having examined the four alternatives presented at the IMCO:
1) canalized liability on the carrier,
2) canalized liability on the shipper,
3) joint and several liability and
4) canalized liability on the carrier with subsidiary liability of the shipper,

special attention has been drawn on the alternative of canalization of liability on the carrier, because it is considered that it is the alternative that consents the immediate individuation of the subject liable and on the alternative of the joint and several liability of carrier and shipper, because considered more equitable.

In reality this system could reach the two different purposes of having a subject who has the consignment and custody of the goods and is in every moment perfectly individuated and the other purpose of having potentially responsible also the interested to the cargo who can know and better handle than anyone else the goods. Unfortunately, this system presents two types of difficulties : one regards the possibility of having two different insurances for the same carriage, the other is the problem of the recourse action between the subjects jointly and severally responsible founded on the fault, when the claim should be settled on the grounds of a canalized liability.

As to the first problem a study will be done by the Comité Européen des Assurances (CEA); as to the second, a study will be done by the Swiss Delegation which have strongly supported this alternative, with the task finding a solution for both.

No decision has been taken on the point of the introduction in the Convention of the compensation for damages deriving from contractual liability.

Thirdly the limitation has been faced and in consideration of the differences of modes of transport, (by road, by railway, by interior water) it has been put the question of the possibility of introducing the concept of limitation.

In case of choice of canalized liability on the carrier a limitation for the above mentioned reasons should be difficult and the convention should provide for damage on single type of vehicle. In case of choice of joint and several liability, two different subjects can be held liable and the convention should provide adequately. So far a good solution could be found, as it has been suggested, providing a limitation system per "accident" and not per damage or type of vehicle.

At the end of the general debate the problems concerning the compulsory insurance have been considered and the CEA has been requested to prepare a study relating to the following aspects :

1) the insurability of the strict liability,
2) the possibility of the compulsory insurance in the cases examined,
3) the implication of the canalization of liability on the premium and claims,
4) the insurance certificate and the proof,
5) financial problems posed by inflation,
5) the exact meaning of "catastrophic risk",
7) the limitation in the amount and in the space,
8) the prescription,
9) the definition of property damage and personal injury in the different systems of law.

Finally some particular aspects of prescription have been raised.

In some legislations the criminal action suspends the civil action. Thus if the time bar of the criminal action in the national law is longer than the time bar provided in the convention, this longer time should apply also to the case falling into the scope of the Convention. It has been discussed so, if the time bar should be of 6 years or 10 years and it has been suggested the insertion in the Convention of a short time bar for the denunciation of damage, and a long time bar for the institution of action. Moreover, it has been raised that the suspension of the civil action by a criminal action founded on fault could

not have any interest at all, if the liability, in the terms of the Convention, should result canalized. And that is clear because no interest should exist in waiting the end of the criminal action.

A reservation clause, furthermore, has been proposed, leaving to the States the right of applying the national law to damage caused by hazardous goods carried by a national carrier of a contracting State when no victim of an other contracting State is present.

And before closing the session an exam of the definition of carrier and damage has been initiated.
The next meeting has been fixed from the 18th to the 22nd October, 1982 at the seat of UNIDROIT.

Dr. Alessandra Xerri.

Brussels' Conventions

RIDER TO THE STATEMENT OF THE RATIFICATIONS ETC. OF THE BRUSSELS INTERNATIONAL MARITIME LAW CONVENTIONS

RATIFICATION BY THE NETHERLANDS

In a communication dated 24 May 1982, the Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, advises that on 26 April 1982 the following instruments have been deposited:

1) instrument of denunciation of the INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING SIGNED AT BRUSSELS ON AUGUST 25th, 1924

2) instrument of ratification of the PROTOCOL TO AMEND THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING OF AUGUST 25th, 1924 SIGNED AT BRUSSELS ON FEBRUARY 23rd, 1968

   In accordance with the Article 13, 2 this Protocol, as regards the Netherlands, will enter into force on 26 July 1982.

ACCESSION BY THE REPUBLIC OF BOLIVIA

In a communication from the Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, the instrument of accession has been deposited the 28 May, 1982 in respect of the

   INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING, SIGNED AT BRUSSELS ON AUGUST 25th, 1924.

   In accordance with the provisions of its Article 14, this Convention, as regards the Republic of Bolivia, will enter into force on 28 November, 1982.

RATIFICATION BY PORTUGAL AND SPAIN

In a communication dated 26 May 1982, the Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique,

Conventions de Bruxelles

AJOUTES A L'ETAT DES RATIFICATIONS ETC. DES CONVENTIONS INTERNATIONALES DE DROIT MARITIME DE BRUXELLES

RATIFICATION PAR LES PAYS-BAS

Suivant une communication datée du 24 mai 1982, le Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, avise que le 26 avril 1982 ont été reçus les instruments suivants :

1) instrument de dénonciation de la CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES EN MATIERE DE CONNAISSEMENT, FAITE A BRUXELLES LE 25 AOUT 1924;

2) Instrument de ratification du PROTOCOLE FAIT A BRUXELLES LE 23 FEVRIER 1968 PORTANT MODIFICATION DE LA CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES EN MATIERE DE CONNAISSEMENT DU 25 AOUT 1924

   Conformément à son article 13, 2 ce Protocole entrera en vigueur à l'égard du Royaume des Pays-Bas le 26 juillet 1982.

ADHESION PAR LA REPUBLIQUE DE BOLIVIE

Suivant une communication du Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, le 28 mai 1982 a été déposé l'instrument d'adhésion concernant la

   CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES EN MATIERE DE CONNAISSEMENT, SIGNEE A BRUXELLES LE 25 AOUT 1924

   Conformément aux dispositions de son article 14, la Convention entrera en vigueur à l'égard de la Bolivie le 28 novembre 1982.

RATIFICATION PAR LE PORTUGAL ET L'ESPAGNE

Suivant une communication datée du 26 mai 1982, le Ministère des Affaires Etrangères, du Commerce Extérieur et

advises that on 30 April and 14 May 1982 respectively the instruments of ratification of Portugal and Spain have been deposited in respect of the

PROTOCOL SIGNED AT BRUSSELS ON 21 DECEMBER 1979 TO AMEND THE INTERNATIONAL CONVENTION RELATING TO THE LIMITATION OF THE LIABILITY OF OWNERS OF SEA-GOING SHIPS OF 10 OCTOBER 1957.

Note: This Protocol has not yet entered into force, the conditions required by Article VI,1 being not fulfilled.

To date the following countries have ratified the above mentioned Protocol : The United Kingdom of Great Britain and Northern Ireland (date of deposit of the instrument of ratification: 2 March, 1982), Portugal, Spain

de la Coopération au Développement de Belgique, avise que les 30 avril et 14 mai 1982 respectivement ont été déposés les instruments de ratification du Portugal et de l'Espagne relatifs au

PROTOCOLE FAIT A BRUXELLES LE 21 DECEMBRE 1979, PORTANT MODIFICATION DE LA CONVENTION INTERNATIONALE SUR LA LIMITATION DE LA RESPONSABILITE DES PROPRIETAIRES DE NAVIRES DE MER DU 10 OCTOBRE 1957

Note: Ce Protocole n'est pas encore entré en vigueur, les conditions requises par son article VI,1 n'étant pas remplies.

Jusqu'à présent seuls les pays suivants ont ratifié le Protocole précité : Royaume-Uni de Grande Bretagne et d'Irlande du Nord (date du dépôt de l'instrument de ratification: 2 mars 1982), Portugal; Espagne.

Venice Colloquium 1983

As mentioned in the Minutes of the 1982 annual regular meeting of the Assembly, it has been decided that a CMI Colloquium should be arranged in the Spring of 1983 to deal with Bills of Lading and Fraud.

The venue will be the Giorgio Cini Foundation in Venice and the dates : Monday 30 May, Tuesday 31 May and Wednesday 1 June, 1983.

The number of participants will be limited to a maximum of two hundred.

Introductory papers will give a comparative law revue of the problems to be given consideration and include non-availibility of Bills of Lading at the port of discharge, fraudulent Bills of Lading and new documentary practices. Mr.Goldie has been asked to prepare a paper on the position of common law while Professor Bonassies has accepted to perform a similar study on the position of Continental law.

The Colloquium, like the Vienna Colloquium on the Hamburg Rules in 1979, should refer defined problems to Working Groups.

Further particulars will be advertised in the near future.

Colloque de Venise 1983

Ainsi qu'il a été mentionné dans le procès-verbal de la réunion annuelle statutaire 1982 de l'assemblée, il a été décidé d'organiser un Colloque du CMI au printemps de 1983. Les sujets traités seront les connaissements et la fraude.

Le lieu choisi est la Fondation Giorgio Cini à Venise et les dates retenues sont: lundi 30 mai, mardi 31 mai et mercredi 1er juin 1983.

Le nombre de participants sera limité à un maximum de deux cents.

Dans les travaux préliminaires les problèmes a considérer seront passés en revue sous l'angle du droit comparé; ils comprendront la non-disponibilité des connaissements au port de déchargement, les connaissements frauduleux et les nouvelles pratiques documentaires. Monsieur Goldie a été prié de rédiger un mémoire sur la situation qui se présente dans les pays de "common law" et le Professeur Bonassies a accepté de se livrer à une étude similaire sur la situation dans les pays de droit continental.

A l'instar du Colloque de Vienne en 1979 sur les Règles de Hambourg, des problèmes définis seront étudiés par des groupes de travail.

Des renseignements complémentaires seront annoncés prochainement.

International Seminar at Lima

The Peruvian Association of Maritime Law is organizing its Third International Seminar at "El Pueblo" Hotel in Lima from 3rd August to 7 August, 1982.

The subjects are : New Trends and Development of the Law of the Sea and Shipping: Charter Parties & Bills of Lading, Marine Insurance, Law of the Sea.

Full details may be obtained on application to :

Séminaire international à Lima

L'Association Péruvienne de Droit Maritime organise son 3ème Séminaire international à l'Hôtel "El Pueblo" à Lima du 3 août au 7 août 1982.

Les sujets sont : "New Trends and Development of the Law of the Sea and Shipping: Charter Parties & Bills of Lading, Marine Insurance, Law of the Sea".

Pour plus de renseignements prière de vous adresser à :

Asociacion Peruana de Derecho Maritimo
Av. Tacna 543, Of.124
Lima, 1 - Perú
Telex 25048 CINPSA

Personalia

Information has been received regarding the listing as a Titulary Member of Mr.John R. CUNNINGHAM LL.B. This as from 1st July, 1982 will be as follows :

Avis a été reçu de la part de Monsieur John R. CUNNINGHAM LL.B des changements suivants dans sa mention sur la liste des Membres Titulaires.

John R. CUNNINGHAM LL.B
Barrister & Solicitor, Campney & Murphy,
Past President of the Canadian Maritime
Law Association, Three Bentall Centre,
595 Burrard Street,
Vancouver, B.C. V7X 1K9 Canada.

Published by CMI headquarters :
c/o Messrs. HENRY VOET-GENICOT, Borzestraat 17, B-2000 Antwerp - Belgium.

drukkerij lloyd

CMI NEWS LETTER

Vigilandum est semper; multae insidiae sunt bonis.

September, 1982 — COMITE MARITIME INTERNATIONAL — Septembre, 1982

QUARTERLY BULLETIN TRIMESTRIEL

CMI Publications

The book "SHIPBUILDING CONTRACTS" edited by Mr Malcolm Clarke M.A. LL.B., PH.D., has now been published and is available directly from Lloyd's of London Press Ltd., 16-19 Bride Lane, London EC4Y 8EB, England, at the price of £.18.50. per copy.

The foreword to this study, initiated and sponsored by the C.M.I., has been written by the President of the C.M.I., Professor Francesco Berlingieri. This foreword is copied hereafter :

Publications du CMI

L'étude "SHIPBUILDING CONTRACTS" éditée par M.Malcolm Clarke M.A. LL.B., Ph.D., est récemment sortie de presse et peut être obtenue directement de Lloyd's of London Press Ltd., 16-19 Bride Lane, London EC4Y 8EB, England, au prix de £.18.50 par exemplaire.

L'avant-propos de cette étude, due à l'initiative du C.M.I. et parrainée par lui, a été écrit par le Président du C.M.I., le Professeur Francesco Berlingieri. En voici le texte :

In 1973, I proposed to the Assembly of the Comité Maritime International that a study on Shipbuilding Contracts should be carried out, the purpose of which would be to compare the laws of the maritime countries. The Assembly accepted my proposal and resolved to establish an International Sub-Committee under my chairmanship.

After circulation of an introductory report and receipt of comments thereon by a number of National Maritime Associations, I convened the first meeting of the International Sub-Committee, during which the most important subjects were discussed and analysed.

The following delegates from National Associations attended meetings of the International Sub-Committee :

André G. Vaes	Association Belge de Droit Maritime
R.D. Brown	British Maritime Law Association
D.J.Lloyd Watkins	British Maritime Law Association
Jan Erlund	Danish Branch of Comité Maritime International
José Ramon de Aymerich	Asociacion Española de Derecho Maritimo
G.Gimenez de la Cuadra	Asociacion Española de Derecho Maritimo
José Pascual Sanahuja	Asociacion Española de Derecho Maritimo
L. Guillon	Association Française du Droit Maritime
Jacques Villeneau	Association Française du Droit Maritime
Hans-Christian Albrecht	Maritime Law Association of the Federal Republic of Germany
Gerhard Schnitter	Maritime Law Association of the Federal Republic of Germany
J.Niall McGovern	Irish Maritime Law Association

Bruno Leva	Associazione Italiana de Diritto Maritimo
H.Hataguchi	The Japanese Maritime Law Association
Hrvoje Magazinovic	Jugoslavensko Udruzenje Za Pomorsko Pravo
R.A. Van Sandick	Netherlands Maritime and Transport Law Association
Per Brunsvig	Norwegian Maritime Law Association
H.G.Mellander	Swedish Association of International Maritime Law
David R. Owen	The Maritime Law Association of the United States

A first report was prepared by the International Sub-Committee (Doc. SBC-18, published in CMI DOCUMENTATION 1974 p. 128) and submitted to the CMI Assembly held in Hamburg in 1974. The Assembly resolved to instruct the International Sub-Committee to review and complete the work done on the following subjects :

(i) the guarantee of the Builder, including the problems connected with :
  (a) the guarantee for speed, deadweight,cubic capacity and fuel consumption;
  (b) liability for faulty design;

(ii) passing of property;
(iii) securities in connection with pre-delivery finance;
(iv) delay in delivery.

It also resolved to instruct the International Sub-Committee to consider at its discretion the following further subjects :

(v) settlement of disputes on urgent matters during construction;
(vi) risk and insurance (including the effect on the contract of a major disaster);
(vii) securities for post-delivery payments in addition to mortgage;
(viii) requirements for a binding agreement;
(ix) other subjects which may be proposed to the International Sub-Committee by National Associations.

In its subsequent meeting the International Sub-Committee decided to consider, in addition to the four subjects mentioned under (i) to (iv) above, the following :

Risk and Insurance
Requirements of a Binding Agreement

A second report was prepared on August 26, 1975, wherein a number of the above subjects were discussed (the report is published in CMI DOCUMENTATION 1976 p.2) and a third one was prepared on March 9, 1976 (the report is published in CMI DOCUMENTATION 1976 p. 112).

Various subjects referred to above were all analysed whereupon it was decided to entrust to the various members of the International Sub-Committee the task of reviewing the work done and preparing a more complete report on each of the subjects.

This task was performed by the following members of the International Sub-Committee :

Hans-Christian Albrecht
Francesco Berlingieri
Per Brunsvig
L. Guillon
H. Hataguchi
J.Niall McGovern
H.G. Mellander
David R.Owen
Jacques Villeneau

After the completion of this work, the Sub-Committee considered how best to make use of this work. It was decided that it was essential that the various chapters be revised and edited by one person only, both in order to give uniformity to the various parts and in order to avoid repetition and omissions. Dr. Malcolm Clarke, Lecturer at

the University of Cambridge, very kindly accepted to undertake this extremely difficult work. The various chapters, as edited by Dr.Clarke, were again submitted to the members of the CMI International Sub-Committee for their comments and, when the final text was prepared by Dr.Clarke, an agreement was reached for its publication by Lloyd's of London Press.

The CMI owes a debt of gratitude to all the members of the International Sub-Committee who participated in the work and particularly to those who prepared the various chapters which served as a basis for Dr. Clarke's editorial work. The CMI owes an even greater debt of gratitude to Dr.Clarke, who spent his sabbatical year working on this project.

This is a new type of work for the CMI which, if found useful, may be repeated in other areas of maritime law. The reason why it was decided to do it was that the CMI felt that in addition to preparing drafts of International Conventions, the knowledge of the manner in which specific subjects of maritime law are regulated in the various maritime countries and are dealt with in contract forms of general use may substantially contribute to and serve as a basis of subsequent greater uniformity of maritime law.

Various other publications of the CMI are readily available and may be ordered from the Headquarters of the CMI at the prices mentioned in Belgian Francs per copy :

- International Conventions on Maritime Law - Texts - BFr.600.-. (Brussels Conventions and IMO Conventions on private maritime law).
- CMI AIX 76 - Apportionment of Risks in Maritime Law (Report of Proceedings at a Seminar held in Aix en Provence 9-11 September, 1976) - BFr.450.-
- CMI Colloquium on the Hamburg Rules, Vienna January, 1979, BFrs.975.-.
- "1981 MONTREAL I" containing the documents preparatory to the XXXIInd International Conference of the CMI - BFr.350.- - US$.10.-.
- "1981 MONTREAL II" containing the draft International Convention on Salvage, the Observations by the CMI on the Carriage of Hazardous and Noxious Substances by Sea, the list of attendance, the list of earlier CMI Conferences and other information regarding the XXXIInd International Conference of the CMI at Montreal May 1981 - BFr.350.- - US$.10.-.
- Court Appointed Experts in Maritime Cases, A Comparative Law Study by Arthur M.Boal and David R.Owen - BFr.250.- US$.6.-.
- Limited Liability in Collision Cases - A Survey by K.PINEUS and H.G.RÖHREKE - BFr.250.- US$.6.-.

Diverses autres publications du CMI sont présentement disponibles et peuvent être commandées au siège du CMI aux prix mentionnés en francs belges par exemplaire :

- Conventions Internationales de Droit Maritime - textes - Fr.B.600.-. (Conventions de Bruxelles et Conventions OMI de droit privé)
- CMI AIX 76 - Apportionment of Risks in Maritime Law (Procès-verbaux du séminaire qui s'est tenu à Aix en Provence du 9 au 11 septembre 1976). Fr.B.450.-
- Colloque du CMI sur les Règles de Hambourg, Vienne janvier 1979. Fr.B.975.-.
- "1981 MONTREAL I" qui est un recueil des documents préparatoires à la XXXIIème Conférence Internationale du CMI - Fr.B.350.- $US.10.-.
- "1981 MONTREAL II" contenant le projet de Convention Internationale sur l' assistance en mer, les observations du C.M.I. sur le Transport par mer de Substances Nocives ou Dangereuses, la liste des participants, la liste des Conférence précédentes du CMI, ainsi que d'autres informations concernant la XXXIIème Conférence Internationale du CMI à Montréal en mai 1981 - Fr.B.350.- - $US.10.- .
- Court Appointed Experts in Maritime Cases, A Comparative Law Study by Arthur M.Boal and David R.Owen - Fr.B.250.- $US.6.-.
- Limited Liability in Collision Cases - A Survey by K.PINEUS and H.G.RÖHREKE - Fr.B.250.- $US.6.--.

Next Meetings

A special meeting of the C.M.I. Assembly expressly to consider and give approval of any final document which it may deem appropriate on the revision of the International Convention on Civil Liability for Oil Pollution Damage (CLC 1969) and of the International Convention on the Establishment of an International Fund for compensation for Oil Pollution Damage (FUND 1971) will be called for Friday 4 February, 1983 at the Brussels Hilton.

The members of the Executive Council will meet on Thursday 3 February 1983 (37th session) and again after the special meeting of the Assembly (38th session).

The International Subcommittee on the revision of the 1969 Civil Liability for Oil Pollution Convention (CLC) and the 1971 Fund Convention will meet at London on Wednesday 6 October, 1982.

Prochaines réunions

Une Assemblée extraordinaire se tiendra le vendredi 4 février 1983 au Brussels Hilton; elle sera consacrée à l'examen et à l'approbation d'un document final jugé approprié concernant la revision de la Convention internationale sur la responsabilité civile pour les dommages dus à la pollution par les hydrocarbures (CLC 1969) et de la Convention internationale portant création d'un Fonds international d'indemnisation pour les dommages dus à la pollution par les hydrocarbures (FUND 1971).

Les membres du Conseil Exécutif se réuniront le jeudi 3 février 1983 (37ème session) ainsi qu'après la réunion extraordinaire de l'Assemblée (38ème session).

La Commission internationale concernant la revision de la Convention de 1969 sur la responsabilité civile pour les dommages dus à la pollution par les hydrocarbures (CLC) et la Convention de 1971 sur le Fonds se réunira à Londres le mercredi 6 octobre 1982.

Venice Colloquium

In the CMI NEWS LETTER of June 1982 it has been announced that the CMI Assembly had decided to make arrangements for a Colloquium, that the venue was the Giorgio Foundation at Venice and that the dates would be Monday 30 May, Tuesday 31 May, and Wednesday 1st June, 1983.

The preparation work is making good progress; a small leaflet will shortly be available giving details regarding the organization, the working sessions, etc.,and containing also an application form. The participation fee has been fixed at Pounds Sterling:200.- per person and at Pounds Sterling:50.- for accompanying persons. The fee of the participants will include three luncheons, a reception party and the documentation.

Payment of their hotel accommodation will have to be made separately by the participants. Block reservations at conditions as advantageous as possible have been made with Hotel Europa & Regina and with Hotel Bauer Grünwald & Grand Hotel; both are situated along the Canal Grande facing the Isola di S. Giorgio Maggiore.

The Colloquium will be chaired by the President of the Comité Maritime International. Sir Anthony Lloyd has kindly accepted to act as General Rapporteur. The introductory paper will be presented by Professor Bonassies. Other papers dealing with particular subjects will be prepared by Mr.Franco Bonelli of Genova, Mr.Per Gram of Oslo, Mr.Kurt Grönfors of Göteborg, Mr.Jan C.Schultsz of Amsterdam and Mr.R.John Thomas of London.

Colloque de Venise

Dans le CMI NEWS LETTER de juin 1982 il a été annoncé que l'Assemblée du C.M.I. avait décidé d'organiser un colloque, que le lieu choisi était la Fondation Giorgio Cini à Venise et que les dates retenues étaient le lundi 30 mai, le mardi 31 mai et le mercredi 1er juin 1983.

Les préparatifs vont bon train; une petite brochure donnant des détails concernant l'organisation, les séances de travail etc. et contenant également un formulaire de participation sera disponible prochainement. Le droit d'inscription a été fixé à Livres Sterling: 200.- par personne et Livres Sterling: 50.- pour les personnes qui accompagnent les participants mais qui n'assistent pas aux séances de travail. Dans ce droit sont compris trois déjeuners, une réception et la documentation.

Les participants seront priés de payer séparément leur logement; des réservations en bloc à des conditions aussi avantageuses que possible ont été effectuées à l'Hôtel Europa & Regina et à l'Hôtel Bauer Grünwald & Grand Hotel; tous deux sont situés le long du Canal Grande en face de l'Isola S.Giorgio Maggiore.

Le Colloque sera présidé par le Président du Comité Maritime International. Sir Anthony Lloyd a accepté d'être le rapporteur général. Le mémoire introductif sera rédigé par le Professeur Bonassies. Messieurs Franco Bonelli de Gênes, Per Gram d'Oslo, Kurt Grönfors de Göteborg, Jan C.Schultsz d'Amsterdam et R.John Thomas de Londres rédigeront des rapports introductifs sur des sujets particuliers.

International Seminar on Maritime Law in Colombia

Séminaire international de droit maritime en Colombie

The Asociacion Colombiana de Derecho Maritimo Commercial (Maritime Law Association of Colombia) will organize an international Seminar at the Hotel Capilla del Mar at Cartagena from Sunday 3I October, I982 until Friday 5 November, I982. The agenda includes the following subjects :

Salvage,
Multimodal transport,
Charter-Parties,
Oil Pollution,
Cargo claims.

The lecturers will be :

Dr. Eduardo ALVAREZ CORREA,
Mr. F.J.J. CADWALLADER,
Prof. Lars GORTON,
Capt. José Luis GUEROLA,
Dr. Armando HERNANDEZ R.,
Mr. Edward KALAIDJAN,
Dr. Ramiro PIRIZ,
Prof. Jan RAMBERG,
Prof. José Domingo RAY,
Prof. William TETLEY.

Registration forms for attendance to this Seminar can be obtained directly from "ACOLDEMAR", Calle I2 No.7-32, Oficina IOO2, Bogotâ, D.E.1, Colombia, Telex:45684-GSLAW CO - Cables : Acoldemar.

L'Asociacion Colombiana de Derecho Maritimo Commercial (Association Colombienne de Droit Maritime et Commercial) organisera du dimanche 3I octobre I982 au vendredi 5 novembre I982 un séminaire international à l'hôtel Capilla del Mar à Cartagena. Le programme comporte les sujets suivants :

Assistance,
Transport Multimodal
Chartes-parties,
Pollution par les hydrocarbures,
Réclamations relatives aux avaries à la cargaison.

Les orateurs seront :

Dr. Eduardo ALVAREZ CORREA,
M. F.J.J. CADWALLADER,
Prof. Lars GORTON,
Capt. José Luis GUEROLA,
Dr. Armando HERNANDEZ R.
M. Edward KALAIDJAN,
Dr. Ramiro PIRIZ,
Prof. Jan RAMBERG,
Prof. José Domingo RAY,
Prof. William TETLEY.

Les formulaires d'inscription pour participation à ce séminaire peuvent être obtenus directement auprès de "ACOLDEMAR", Calle I2 No. 7-32, Oficina IOO2, Bogotâ, D.E.1, Colombia, Telex:45684-GSLAW CO - Cables : Acoldemar.

International Seminar on new Trends and Developments of the Law of the Sea and the Shipping Law in Lima, August 1982

The Seminar arranged by the Peruvian Maritime Law Association, which was chaired by the Right Honorable The Lord Diplock, turned out to be most successful. It was held as planned with the exception that the lecturer on the subject of the international law of the sea was unable to take part and consequently that subject was left out. The Seminar dealt with charter parties - both voyage and time - and particularly considered the UNCTAD approach on charter parties as well as some trends in modern transport documentation. The latter subject will be further dealt with in the CMI Venice Colloquium 1983-05-30--06-02. Further the Seminar dealt with marine insurance, not only the new Institute Cargo Clauses and claims under these clauses but also charterers' liability insurance. The speakers on charter parties and bills of lading were Mr Kenneth Rokison on voyage charters and Sir Anthony Lloyd and Professor F.J. Cadwallader on time charters. Professor Jan Ramberg, in the absence of Mr Shah of the UNCTAD Shipping Legislation Division, introduced the subject of the UNCTAD approach on charter parties and further dealt with modern transport documentation. The charterers' liability insurance was dealt with by Mr John Honour and the new Institute Cargo Clauses and the claims under those clauses by Mr Donald O'May and Mr Geoffrey Hudson. Further, the legal aspects on Panama Canal Tolls and their impact on Latin American foreign trades were treated by Dr Alfredo Ostoja.

The participants were then divided in three Working Groups chaired by Mr Kenneth Rokison(voyage charters), Sir Anthony Lloyd (time charters) and Mr Donald O'May (the new Institute Cargo Clauses). The discussions within the Working Groups were most interesting and productive and the subsequent reports by the respective chairmen and the excellent summing-up by Lord Diplock contributed to the overall success of the Seminar.

Jan Ramberg.

International Convention on Tonnage Measurement of Ships, 1969

Convention internationale de 1969 sur le jaugeage des navires (tonnage)

The International Maritime Organisation (IMO) has made the announcement that the above Convention became international law on 18 July, 1982.

Now forty nine countries, representing seventy five per cent of the world's merchant fleet, have ratified it. "This is one of the most important events in the history of IMO", said the Organisation's Secretary General, Mr.C. P.Srivastava, " In this century, attempts have been made to devise a system for measuring tonnage which would be universally accepted and IMO has been concerned with this problem since its inception. It has taken a long time to get this convention into force but I am sure that it will prove to be of great significance".

L'Organisation Maritime Internationale (OMI) a lancé l'information que la Convention mentionnée ci-dessus est devenue la loi des Nations depuis le 18 juillet 1982. En effet, à ce jour quarante neuf pays, représentant septante cinq pour cent de la flotte marchande mondiale, l'ont ratifiée.

C'est ce qui a permis au Secrétaire Général de l'Organisation, Monsieur C.P. Srivastava, de déclarer qu'il s'agit là d'un des événements les plus importants de l'histoire de l'OMI, qu'au cours de ce siècle de multiples tentatives ont été faites pour créer un système de mesure du tonnage qui puisse être accepté universellement et que l'OMI s'est occupé de ce problème depuis sa fondation. Monsieur Srivastava a ajouté qu'une longue période s'est écoulée avant l'entrée en vigueur de cette Convention mais qu' il est convaincu que la preuve sera fournie de sa grande importance.

Personalia

At a recent date the list of the Officers of three Member Associations has been amended :

Récemment la composition du Bureau de trois Associations Membres a été modifiée :

ASSOCIATION BELGE DE DROIT MARITIME

Président	: M. Lionel Tricot
Vice-Présidents	: M. Jean Van Rijn : M. Roger Roland
Secrétaire-Trésorier	: M. Léon Gyselynck
Secrétaire d'administration	: Firme Henry Voet-Genicot
Membres individuels du Conseil Général:	: M. Claude Buisseret, : M. Jean Coens, : Baron Fredericq, : M. Etienne Gutt, : M. Emile Pêcher, : M. Philippe van Havre, : M. Jozef Van Den Heuvel, : M. Jacques Van Doosselaere, : M. Henri Voet.

ASOCIACION COSTARRICENSE DE DERECHO MARITIMO

President	: Lic. TOMAS FEDERICO NASSAR PEREZ, Abogado y Notario Pùblico, Apartado Postal 784 (1000) San José,Costa Rica.
Vice-President	: Licda. LIGIA ROXANA SANCHEZ BOZA, Abogado y Notario Pùblico, Prof. de la Universidad de Costa Rica, Facultad de Derecho, Ciudad Universitaria, San José, Costa Rica.

Secretary	: Cap. JUAN ANTONIO ARIÑO URRUTICOECHEA, Capitàn de Marina Mercante, Consultor de la Dirección General de Transporte por Agua, Apartado Postal 10.176(1000) San José, Costa Rica.
Treasurer	: Licda. ROXANA SALAZAR CAMBRONERO, Abogado y Notario Público, Apartado Postal 1604 (1000), San José, Costa Rica.
Vocal	: ALFREDO FOURNIER BEECHE, Abogado y Notario, Apartado Postal 348 (1000) San José, Costa Rica.
Fiscal	: Lic. CARLOS GOMEZ RODAS, Abogado, Profesor de la Facultad de Derecho de la Universidad de Costa Rica y Catedràtico de la Escuela Libre de Derecho de la Universidad Autónoma de Centroamérica.

Note: The word "Vocal" means a substitute member of the Board and the word "Fiscal" is equivalent to the english "Auditor".

Note: Le terme "Vocal" s'emploie pour un membre suppléant et le mot "Fiscal" correspond à "Commissaire aux comptes".

IRISH MARITIME LAW ASSOCIATION

President	Mr. J. Niall McGovern,Barrister-at-Law, and Deputy General Manager, Irish Shipping Ltd., Merrion Hall, Strand Road, Dublin 4.
Vice-President:	Mr. P.J. Smith F.C.I.I., Marine and Aviation Manager (Dublin), Insurance Corporation of Ireland Ltd., Burlington House, Burlington Road, Dublin 4.
Hon. Secretary:	Mr. D.J. McNulty, Barrister-at-Law, Manager - Insurance and Claims Department, Irish Shipping Ltd., Merrion Hall, Strand Road, Dublin 4.
Hon. Treasurer:	Mr. F.J. Lynn F.C.I.I., Claims Adjuster, Insurance Corporation of Ireland Ltd., Burlington House, Burlington Road, Dublin 4.

The list of the Officers of The Maritime Law Association of Australia and New Zealand has recently been completed as follows :

Le Bureau de "The Maritime Law Association of Australia and New Zealand" a récemment été complété comme suit :

President	: Mr.K.J. Carruthers, Q.C.
Vice-Presidents	: Mr. P.A. Willee
	: Mr. Ian Mackay (for New Zealand members)
Treasurer	: Mr. R.E. Withnell,
Executive Secretary:	Mr.S.W.Hetherington,
Assistant Secretary:	Mr.S.Westgarth

Telephone Number of C.M.I. Headquarters

Numéro d'appel téléphonique du siège du C.M.I.

The telephone number of the C.M.I. headquarters at Antwerp has recently been changed, it is now

Belgium : 32

Antwerp : 3 for calls from abroad
03 for inland calls

New Number : 232.24.71.

Le numéro du téléphone du siège du C.M.I. à Anvers a récemment été modifié comme suit :

Belgique : 32

Antwerpen: 3 pour appels de l'étranger
03 pour appels nationaux

Nouveau numéro: 232.24.71.

Convention on Limitation of Liability for maritime claims, 1976

Convention de 1976 sur la limitation de la responsabilité en matière de créances maritimes

At its last meeting the Executive Council of the C.M.I. expressed concern for the delay with which the Convention on Limitation of Liability for maritime claims, 1976 is being ratified by the maritime countries, and for the ensuing delay which is occurring in the process of unification of the law governing this fundamental problem.

Indeed, this Convention has only been ratified and or acceded to by France, Liberia, Spain, United Kingdom and Yemen. To enter into force and pursuant to its article 17, the Convention must have been signed and ratified or acceded to, or accepted, or otherwise approved by twelve States.

At its last meeting the Executive Council has expressed the wish that the President of the C.M.I. would encourage the Member Associations to draw the attention of their Government to this problem. Hence, Professor Francesco Berlingieri has on 6 September, 1982 written to the Presidents of all the Member Associations the following letter:

Le Conseil Exécutif du C.M.I. s'inquiète de la lenteur avec laquelle la Convention de 1976 sur la limitation de la responsabilité en matière de créances maritimes est ratifiée par les Gouvernements et partant du retard qui intervient dans l'unification de la loi qui régit ce problème fondamental.

En effet, seuls l'Espagne, la France, le Liberia, le Royaume-Uni et le Yemen ont ratifié cette Convention ou y ont adhéré. Pour qu'elle entre en vigueur et en vertu de son article 17, il faut que douze Etats au moins l'aient signée et ratifiée ou y aient adhéré ou l'aient acceptée ou l'aient autrement approuvée.

En sa dernière réunion le Conseil Exécutif a exprimé le désir que le Président du C.M.I. puisse inciter les Associations Membres à attirer l'attention de leur Gouvernement sur ce problème. En conséquence le Professeur Francesco Berlingieri a adressé en date du 6 septembre 1982 aux Présidents de toutes les Associations Membres la lettre que voici :

Dear Sirs,

Convention on Limitation of Liability for Maritime Claims, 1976

As you are aware, this Convention, the preliminary draft of which was prepared by the CMI and approved at its 1974 Hamburg Conference, must replace, as soon soon as possible, the 1957 Brussels Convention, which has not obtained a sufficient number of ratifications to ensure a worldwide uniformity, and in any event has become obsolete. The need for a basic uniform system of limitation of liability in keeping with to-days requirements, is becoming more urgent in view of the special regimes which have been, or will be, adopted in connection with hazardous cargoes, viz. oil and hazardous and noxious substances.

It is, in fact, unsatisfactory that these special regimes may operate without a general system of limitation in the background.

At the request of the Executive Council, I am therefore asking you to draw the attention of your Government to this problem, stressing the need for a prompt ratification of the 1976 Convention.

I shall be very grateful to you if you will let me know which are at present the prospects of ratification of the 1976 Convention by your Country, and what will be the result of the action you will deem proper to take with the view to fostering such ratification.

Published by CMI headquarters :
c/o Messrs. HENRY VOET-GENICOT, Borzestraat 17, B-2000 Antwerp - Belgium.

drukkerij lloyd

CMI NEWS LETTER

Vigilandum est semper; multae insidiae sunt bonis.

December, 1982 — COMITE MARITIME INTERNATIONAL — Décembre, 1982

QUARTERLY BULLETIN TRIMESTRIEL

Maritime Liens and Mortgages - towards greater uniformity (*)

Hypothèques et Privilèges Maritimes - vers une plus grande uniformité (*)

The possible review of the 1926 and of the 1967 Brussels Conventions on maritime liens and mortgages is presently on the agenda of both IMO and UNCTAD. This prompted the CMI Assembly last April to place this subject on its agenda. In fact the 1926 and 1967 Conventions are both CMI work, the last one having been approved in draft at the 1965 New York Conference of the CMI and if there has to be any change, the CMI should be able to give its assistance to the UN organizations concerned. Besides the initiative of IMO and UNCTAD, a study on the two Conventions and on maritime liens and mortgages generally is highly desirable for two other reasons: firstly because the 1924 Convention has not obtained a great number of ratifications and the 1967 has not even come into force; secondly because a re-statement of the law on these subjects on a comparative basis would in any event be of great practical interest.

In order to seek basic information from Member Associations a questionnaire was prepared. A copy of this questionnaire was also sent to IMO and UNCTAD who both stated they would be very interested to be kept informed of the further work of the CMI. The purpose of the questionnaire is to investigate :

a) the manner in which certain problems arising out of the 1926 Convention have been solved in the Contracting States;

b) which is the law on maritime liens in the countries who have ratified neither the 1926 nor the 1967 Conventions, with a view to understanding the reasons of their failure to do so;

c) which are the views of Member Associations on certain problems not covered by the two Conventions.

One of our aims is in fact to establish which are the prospects, if any, of the 1967 Convention coming into force and obtaining an acceptance wider than the 1926 Convention, or which changes ought to be made to it in order to achieve uniformity.

The law on maritime liens can be looked at from the standpoint of the claimants, who want their claims to be secured; from that of the lenders who have financed the purchase of the vessel against mortgage security and may see such security disappear if subsequently unsatisfied claims take priority over their mortgage; and from that of prospective buyers who may find it very difficult, if not at all impossible, to establish which claims against the seller are secured by maritime liens and thus follow the vessel after her sale.

There has always been a conflict between protection of claimants and circulation of property. The greater the protection of claimants the more obstacles exist to

(*) A paper given by the President of the C.M.I., Professor Francesco Berlingieri to the Fall Meeting of The Maritime Law Association of the United States on 5 November, 1982.

(*) Texte d'un exposé fait par le Président du C.M.I., le Professeur Francesco Berlingieri à l'Assemblée d' automne de "The Maritime Law Association of the United States" le 5 novembre 1982.

the safe and speedy circulation of property. The Romans did not care about circulation of property and afforded a complete protection to the owners and the creditors: ubi rem meam invenio, ibi vindico - wherever and in whomsoevers hands I find my property, I shall claim its restitution -. The same principle applied to hypothecs, which were not registerable, but still afforded a complete protection to the holder against any third party. Although things have changed, a satisfactory compromise between the various groups of interest has never been achieved.

Uniformity may at least enable the lender to make a reasonable estimate as to the nature of the claims which may take precedence over the mortgage. It may enable the prospective buyer to make enquiries as to the likely existance and amount of claims secured by maritime liens. Thus ship financing would be facilitated and sales would not be obstructed.

I should like now to go through the questionnaire, in order to try to explain the reasons why some particular questions have been asked. Since Part II is of no interest to you, the United States having not ratified the 1926 Convention, we may restrict this exercise to Parts I and III, with special attention to the former.

Part I includes some general problems, which are relevant whether or not the 1926 Convention has been ratified, for even if it has been ratified, it would not apply in all circumstances. The position would be different for the 1967 Convention Art. 12 of which provides that the Convention applies to all sea-going vessels, whether registered in a Contracting State or not.

Question 1: In certain countries the law governing the creation of maritime liens is not the same as that which applies to the priority aspects and to the extinction of the liens. The former may be the law of the place where the lien has arisen, the law governing the claim secured by the lien, the law of the flag. Even if substantive uniformity may not be achieved, uniformity of private international law rules would be of great advantage, for it would permit the interested parties to know which claims secured by maritime liens may exist on a given vessel and carry out enquiries.

Question 2: The law governing the priority of maritime liens inter se or as respects other encumbrances is in a number of countries the lex fori. It is certainly interesting to know where this is so and where a different law, e.g. the law of the flag, applies.

Question 3: The effect of the change of the vessel's nationality on existing maritime liens is relevant only in those countries where the creation of maritime liens or the priority aspects are governed by the law of the flag. But it is sufficient that that is so in some countries to justify an investigation into this problem, for if the vessel had prior to the sale, or acquires thereafter, the nationality of a country where the said rule exists, the liens arisen prior to the sale may disappear if they are not recognized by the law of the new flag, when such law is held to apply.

Question 4: Registration of maritime liens, albeit a cumbersome device, would enable mortgagees to follow more closely the management of the mortgaged vessel and would greatly facilitate the sale of vessels. It would therefore be interesting to have the views of Member Associations on the feasibility of this project.

Question 5: As regards the problem of possible uniformity of liens on cargo, it may be pointed out that contractual liens on cargo as security for payment of freight or hire have given rise to some problems. This is particularly so when the cargo is not owned by the charterer. It may also be interesting to find out whether or not the statutory liens on cargo require international regulation.

Other questions follow which relate to mortgages, and amongst these the more important is that on the manner of enforcement of mortgages and hypothecs.

There is, in fact, a considerable difference from country to country in this respect and it is important to know which the position is, both in order to enable the mortgagee to make an assessment, at the time when the mortgage is executed, as to what are the prospects of enforcement of the security in case of failure by the mortgagor to pay, and as to the time required therefor. Moreover, the knowledge of the law governing enforcement of mortgages in the various countries would enable the mortgagee to decide where the security may be successfully enforced.

The study of the 1926 and of the 1967 Conventions does not give a complete picture of the existing or prospective uniform law on maritime liens. Some important features of maritime liens seem, in fact, to be attributed to maritime claims, as defined in the 1952 Brussels Convention on arrest of sea-going ships. These are :

a) the right to enforce a maritime claim after the sale of the vessel (Art. 3 para. 1), and,

b) the right, only in case of bare boat charter, to enforce on the ship a claim against the charterer, i.e. against a person other than the owner of the vessel.

In view of the relevant number of maritime claims, greatly in excess of maritime liens even under the 1926 Convention, the two aspects referred to above are worthy of investigation.

In this connection it is not without significance that Art. 9 of the Arrest Convention provides that nothing therein shall be construed as creating any maritime liens which do not exist under the 1926 Convention or under the law applicable in the country whose Court is seized with the case. That may only mean that no priority arises for the maritime claims. But in the French text the words "droit de suite " are used and if these words are given their true meaning, which is that of Art. 8 of the 1926 Convention, the rule in question would be in conflict with the view that pursuant to Art. 3(1) the vessel in respect of whom the claim arose may be arrested irrespective of a change in ownership.

Part III of the questionnaire does not call for specific comments. As stated previously, one of the aims of this study is to collect information on the national laws with a view to preparing a comparative restatement of such laws. The CMI could, in fact, do a very valuable service to the international maritime community if it would restate, on a comparative basis, the law on a number of subjects of wide interest. Moreover, the knowledge of national laws on a given subject is a pre-condition to a sensible unification.

It must be pointed out that such an activity can be performed only if Member Associations give their active co-operation, replying to questionnaires and providing any additional information which may be deemed useful in order to give a complete picture of the subject in question.

The biggest asset of the CMI is to have 40 Member Associations around the world, from the United States to China, from Chili to Nigeria. We must exploit this asset for the common benefit.

Next Meetings

Whereas the annual Assembly and Executive Council meeting will take place in Venice at the occasion of the CMI Colloquium to be held these between 30 May and 1 June 1983, an extraordinary Assembly has been called for 4 February 1983 at the Brussels Hilton Hotel.

Prochaines réunions

Tandis que l'Assemblée annuelle et le Conseil Exécutif se tiendront à Venise à l'occasion du Colloque du CMI qui y aura lieu entre le 30 mai et le 1er juin 1983, une Assemblée extraordianrie a été convoquée pour le 4 février 1983 à l'Hôtel Brussels Hilton.

Contrary to what was announced in the CMI NEWS LETTER of September 1982, there will be no meeting of the Executive Council in the evening of 3 February 1983.

Instead, there will be a meeting after the Assembly on Friday 4 February 1983, to be continued through dinner on the evening of that same day.

Participants to the Assembly of 4 February 1983 are remembered that, with due reference to CMI, they can obtain special terms for their direct bookings at the Brussels Hilton Hotel.

Contrairement à ce qui avait été annoncé dans la CMI NEWS LETTER de septembre 1982, il n'y aura pas de réunion du Conseil Exécutif le soir du 3 février 1983.

En remplacement, une réunion se tiendra après l'Assemblée du vendredi 4 février et se poursuivra pendant le dîner, le soir du même jour.

Il est rappelé aux participants à l'Assemblée qu'en se référant au CMI, ils peuvent obtenir des conditions spéciales pour leurs réservations effectuées directement à l'Hôtel Brussels Hilton.

Venice Colloquium

Some years have passed since the successful CMI Colloquium held in Vienna on the subject of Hamburg Rules. As you will already know from our previous announcements in CMI NEWS LETTERS, arrangements are now in hand for another Colloquium to be held in Venice from the 30th May to 1st June 1983 where the subject will be bills of lading. The venue for the Colloquium will be the Giorgio Cini Foundation and it is estimated that the cost to participants will be £200 per person plus the cost of accommodation.

The aims and scope of the Colloquium will be to consider the bill of lading in the form used today, to examine certain problems which are the consequence of the use of bills of lading in that form, to consider where solutions to those problems can be found within the present system or whether solutions require different documents and contracts of carriage and if reforms are required, to make proposals and recommendations for changes.

The Chairman of the Colloquium will be Professor F. Berlingieri, President of the CMI and the discussions will be under the guidance of Sir Anthony Lloyd, a Judge of the Queen's Bench Division in the High Court of England. Papers will be given by :

Professor Pierre Bonassies, Professor in the Faculty of Law and Political Sciences in the University of Aix-Marseille,

Professor Franco Bonelli, Professor of Commercial Law in the University of Genoa,

Mr. Per Gram, Advocate, Oslo,

Professor Kurt Grönfors, Professor of Maritime Law and Transportation Law, Institute of Legal Science, Gothenburg University.

Professor Jan Schultsz, Member of the Amsterdam Bar, formerly Professor of Commercial Law and Private International Law, University of Rotterdam,

Mr.R.J. Thomas, B.A. J.D., Barrister, London.

These papers will deal with the history and development of the bill of lading with the practical and legal problems

Colloque de Venise

Quelques années se sont écoulées depuis le colloque couronné de succès qui s'est tenu à Vienne au sujet des Règles de Hambourg. Comme vous le saurez déjà par nos avis antérieurs parus dans les CMI NEWS LETTERS, des arrangements sont pris pour tenir un autre Colloque à Venise du 30 mai au 1er juin 1983 avec pour objet les Connaissements. Ce Colloque aura lieu à la Fondazione Giorgio Cini et le coût de la participation est estimée à £200. par personne, non compris les frais de logement.

Les buts et la portée du Colloque seront de considérer le connaissement dans sa forme utilisée aujourd'hui, d'examiner certains problèmes qui sont la conséquence de l'usage des connaissements dans cette forme, d'envisager si des solutions à ces problèmes peuvent être trouvées dans le système actuel ou si elles requièrent des documents et des contrats de transport différents et, si des réformes sont nécessaires, de faire des propositions et des recommandations de changements.

Le Colloque sera présidé par le Professeur Francesco Berlingieri, Président du CMI, et les discussions seront dirigées par Sir Anthony Lloyd, Juge à la Queen's Bench Division de la Haute Cour d'Angleterre. Des exposés seront faits par :

le Professeur Pierre Bonassies, Professeur à la Faculté de Droit et de Sciences Politiques à l'Université de Aix-Marseille,

le Professeur Franco Bonelli, Professeur de Droit Commercial à l'Université de Gênes,

Monsieur Per Gram, avocat à Oslo,

Le Professeur Kurt Grönfors, Professeur de Droit maritime et des transports à l'Institut de Science Légale de l'Université de Gothembourg,

le Professeur Jan Schultsz, membre du Barreau d'Amsterdam et ancien Professeur de Droit commercial et de Droit privé international à l'Université de Rotterdam,

Monsieur R.J. Thomas, B.A. J.D., Barrister, Londres.

Ces exposés traiteront de l'historique et du développement du connaissement, des problèmes pratiques et légaux découlant

arising out of the use of bills of lading (such as the delivery of cargo without production of bills), with new forms of transport documents which might replace the bill of lading and with fraud.

Part of the first day will be devoted to introductory comments by the Chairman and by Sir Anthony Lloyd and by the authors of the papers. Delegates will then participate in a number of discussion groups formed to study in depth the problems raised in the papers which will have been circulated in advance of the Colloquium to all those attending. On the last day, there will be a full discussion for all delegates at which the reports and recommendations from the discussion groups will be summarised by Sir Anthony Lloyd who will then put to the meeting proposals for further study and action based on those recommendations.

The subject is one which should be of considerable interest to lawyers and others involved in maritime transport and the CMI is confident that it will be a success and lead to positive action for reform in transport documents. A brochure setting out full details will be circulated in the near future but Member Associations and Titulary Members of the CMI are asked to note the dates for the Colloquium and to ensure that when the brochure is circulated they reply promptly for enrolment since the number must be limited to 200 and it is probable that this event will be oversubscribed.

de l'usage des connaissements (tel que la livraison de la cargaison sans production du connaissement), de nouvelles formes de documents de transport qui pourraient remplacer le connaissement et de la fraude.

Une partie de la première journée sera consacrée à des commentaires introductifs du Président, de Sir Anthony Lloyd et des auteurs des mémoires. Les délégués participeront ensuite à des groupes de discussion formés pour étudier en profondeur les problèmes soulevés dans les mémoires qui auront été distribués à l'avance aux participants au Colloque. Le dernier jour, il y aura une discussion plénière pour tous les délégués à laquelle les rapports et recommandations des groupes de discussion seront résumés par Sir Anthony Lloyd qui présentera ensuite à la réunion des propositions d'étude ultérieure et d'action basées sur ces recommandations.

Ce sujet devrait présenter un intérêt considérable pour les avocats ou autres personnes concernées par le transport maritime et on est convaincu au C.M.I. que ce Colloque sera un succès et conduira à une action positive en vue de la réforme des documents de transport. Une brochure donnant tous les détails sera distribuée prochainement mais les Associations Membres et membres titulaires du C.M.I. sont priés dès à présent de noter les dates du Colloque et de veiller à ce que, dès que la brochure sera disponible, prompte réponse soit donnée en vue des participations car le nombre de celles-ci sera limité à 200 et il est probable que ce chiffre sera dépassé.

The Maritime Law Association of Australia and New Zealand Singapore Conference 3-10 July, 1982.

We are pleased to publish hereunder a report prepared by the Maritime Law Association of Australia & New Zealand following their Conference held in Singapore from 3 to 10 July, 1982 :

Nous avons le plaisir de publier ci-dessous un rapport préparé par la "Maritime Law Association of Australia & New Zealand" à la suite de leur conférence tenue à Singapore du 3 au 10 juillet 1982.

This conference atracted more registrants and representatives from more countries than any of its eight predecessors. Those two factors which, coupled with the high quality of the papers presented, guaranteed the success of the conference.

In opening the conference Ken Carruthers, QC, the President, paid tribute to all the organisations who had assisted in arranging the conference without whom the conference would not have been possible. He introduced the Attorney General of Singapore, The Honourable Tan Boon Tiek, who then presented the Frank Stewart Dethridge Memorial Address. The subject of his paper was "Unification of Maritime Law - Universalism on Trial." That theme, in one form or another, flowed through all the papers which were presented thereafter. It was particularly noteworthy in the papers presented by Brian Brooke-Smith, a director of A. Bilbrough & Co Ltd, the Managers of the London P & I Club, on oil pollution, which dealt with suggested reforms to the Civil Liability Convention of 1969 and the paper of Chao Hick Tin on "The New Law of the Sea" which dealt with the adoption on 30th April 1982 of the Convention on the Law of the Sea.

The paper presented by Alex Parks (the author of the Law of the Tug, Tow & Pilotage) on "Recent Developments

in Marine Insurance Law" provoked a considerable amount of interest and comment particularly as it discussed the new Institute Cargo Clauses and raised a number of interesting points concerning their possible interpretation. In addition, Alex Parks referred to a number of recent decisions in North America as well as decisions from Commonwealth countries on various areas of marine insurance law.

Three papers were presented by Singaporians on the topic of marine fraud, Pat O'Keefe presented a paper in which he considered the points of similarity between the international conventions concerning transport by sea and air, and the New Zealand Branch produced a joint paper on "The Practical and Legal Consequences of Wreck".

Commentaries were given by Stuart Hetherington on Brian Brooke-Smith's paper on oil pollution, Morella Calder on Chao Hick Tin's paper on "The New Law of the Sea" and by Mr G P Selvam, a partner in the Singapore Law firm of Drew & Napier, on Pat O'Keefe's paper. In addition, Ian Lockley showed his film of the salvage of the "Waigani Express" off Papua New Guinea and provided a commentary to that film.

In addition to the formal conference sessions there were also two most interesting excursions organised for conference delegates. The first was a harbour tour provided by the Port of Singapore Authority and the second was a visit to the Keppel Shipyard where visitors saw an oil tanker of approximately 300,000 tonnes in the new dock.

As mentioned earlier the conference attracted representatives from many countries including, the host country, Singapore, Malaysia, the USSR, Hong Kong, and the United Kingdom. Post conference seminars also took place in Hong Kong and Penang and were as successful in promoting friendships and the dissemination of information as the Singapore conference had been. There is no doubt that in having the conference in Singapore the MLAANZ was achieving, in the most successful manner that it has done to date, one of its main objectives which is "to furnish a forum for the discussion and consideration of problems affecting the Maritime Law and its administration and to act with foreign and other Associations in efforts to bring about the unification of maritime and commercial law, maritime customs, usages and practices, and a greater harmony in the shipping laws, regulations and practices of different nations". (Article 2 of the Articles of Association of the MLAANZ).

Next year's conference is to be held in Sydney during the last week in September and is expected to attract the same high quality of speakers and as many, if not more, registrants. Full details can be obtained from the Conference Secretary, Stuart Hetherington, at GPO Box 713, Sydney, N.S.W. 2001.

Brussels Conventions

RIDER TO THE STATEMENT OF THE RATIFICATIONS OF AND ACCESSIONS TO THE BRUSSELS INTERNATIONAL MARITIME LAW CONVENTIONS

RATIFICATION BY BRASIL

In a communication the Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, advises that on 8 November 1982, the instrument of ratification of Brasil has been deposited in respect of the

PROTOCOL SIGNED AT BRUSSELS ON 27 MAY 1967 TO AMEND THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO ASSISTANCE AND SALVAGE AT SEA SIGNED AT BRUSSELS ON 23 SEPTEMBER, 1910.

Conventions de Bruxelles

AJOUTE A L'ETAT DES RATIFICATIONS ET ADHESIONS DES CONVENTIONS INTERNATIONALES DE DROIT MARITIME DE BRUXELLES

RATIFICATION PAR LE BRESIL

Suivant une communication du Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, le 8 novembre 1982 a été déposé l'instrument de ratification du Brésil concernant le

PROTOCOLE FAIT A BRUXELLES LE 27 MAI 1967 PORTANT MODIFICATION DE LA CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES EN MATIERE D'ASSISTANCE ET DE SAUVETAGE MARITIMES SIGNEE A BRUXELLES LE 23 SEPTEMBRE 1910.

In accordance with the provisions of Article 4 of the Protocol, the latter, as regards Brasil, will enter into force on 8 December, 1982.

Conformément aux dispositions de l'article 4 du Protocole, celui-ci entrera en vigueur à l'égard du Brésil le 8 décembre 1982.

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