

# CMI NEWS LETTER

*Vigilandum est semper; multae insidiae sunt bonis.*

Winter, 1987

— COMITE MARITIME INTERNATIONAL

— Hiver 1987

QUARTERLY

BULLETIN TRIMESTRIEL

## Salvage

## Assistance

### THE MONTREAL DRAFT CONVENTION

#### Status report on the work in the Legal Committee of IMO

At the 58th session held from October 12, to 16, 1987, the Legal Committee's work was completed and the Legal Committee decided to recommend that a diplomatic conference to deal with a new salvage convention should be held at IMO in April 1989. The final text of the Legal Committee's draft salvage convention is printed below.

During the work of the Legal Committee many amendments have been made of the CMI Montreal draft, reports about this appear in CMI NEWS LETTER - Winter 1985 -, Spring 1986 and Autumn 1987. However, in substance the Legal Committee's draft follows the Montreal draft. This is particularly the case with relation to the important rules concerning compensation to the salvors in cases where there is a risk of damage to the environment.

During the 58th session the Legal Committee limited its work to clear up the text and deal with minor outstanding items. It may nevertheless be of some interest to mention a few of the main questions dealt with.

#### Scope of application (Art. 2 and Art. 24-25)

The Committee decided to retain only the first paragraph of Art. 2, under which courts and tribunals in a contracting state shall apply the convention whenever salvage matters are brought before them.

Paragraph 2 and 3 of Art. 2 contained exceptions to this rule concerning vessels of inland navigation, cases where all interested parties are nationals of the same state, certain off-shore installations and warships. A proposal, however, was made and agreed to replace this by 2 articles, which would be included among the final clauses of the convention providing that a state may reserve the right not to apply the provisions of the convention in such cases.

A proposal to extend considerably the exclusion with respect to off-shore installations was not approved after an indicative vote, where 19 delegations expressed preference for the basic text, while 8 delegations preferred the broader approach.

A proposal to extend the cases where a state may reserve the right not to apply the convention to government cargoes was discussed at length with the result that the Committee agreed that the amendment should not be included in the draft convention. However, a text reading as follows should be submitted to the diplomatic conference in an annex to the basic conference documentation :

"Cargoes owned by a State and carried on board either a vessel described in article 24.1 or on a commercial vessel for a governmental and non-commercial purpose shall not be seized, arrested or detained under any legal process whatsoever nor under any legal process in rem nor under any provision of this Convention. Consistent with these principles, such cargoes and the State owners thereof shall not be subject to or be affected by articles (13, 4.2, 17, 18, 19, 20, 21, 22)".

"The Montreal Compromise" - Art. 10

The Chairman of the liability committee of IUMI (International Union of Marine Insurance) made a statement to clarify the position of IUMI, the text of which was annexed to the report of the Legal Committee's session, and the observer for the international group of P&I associations expressed his disquiet at the apparent ambiguous support of IUMI for the Montreal compromise. On the Chairman's suggestion the Legal Committee (in the words of its report )

"agreed, that it had already decided to accept the basic philosophy of the Montreal Compromise. The statement by IUMI had been noted as indicating the shades of opinion in IUMI. The Committee did not consider it necessary to alter in any way its decisions on the Montreal Compromise. That agreement had constituted a compromise and it was undesirable to introduce any reservations which could lead other parties to reconsider their commitment to the Montreal Compromise. While the Legal Committee could not prevent delegations from presenting any proposal they wished to make to the conference, the Legal Committee had to emphasize its decision in favour of the Compromise. "

Special Compensation - Art. 11

As it will be seen, the Legal Committee's draft does not contain the multiplier to be inserted with regard to the special compensation. In a footnote, however, it is mentioned that the CMI draft convention had set the limit at a doubling of the salvor's expenses. This multiplier has never been discussed in the Legal Committee, as it was felt that this was a matter which should be decided by the diplomatic conference. As a consequence of this attitude the Committee decided to keep the text open and to delete the word "double" at the end of paragraph 2.

Jurisdiction - Art. 21

The Committee discussed again whether it would be appropriate to delete the whole article on jurisdiction. However, in an indicative vote the Committee decided by 19 to 10 votes to retain the article, the text of which was amended in certain respects.

Copenhagen 8 February, 1988

Bent Nielsen.

## DRAFT ARTICLES FOR A CONVENTION ON SALVAGE

Chapter I - General ProvisionsArticle 1  
Definitions

For the purpose of this Convention

- (a) Salvage operations means any act or activity undertaken to assist a vessel or any other property in danger in navigable waters or in any other waters whatsoever.
- (b) Vessel means any ship, craft or structure capable of navigation.
- (c) Property means any property not permanently and intentionally attached to the shoreline and includes freight for the carriage of the cargo, whether such freight be at risk of the owner of the goods, the shipowner or the charterer.
- (d) Damage to the environment means substantial physical damage to human health or to marine life or resources in coastal or inland waters or areas adjacent thereto, caused by pollution, contamination, fire, explosion or similar major incidents.
- (e) Payment means any reward, remuneration, compensation or reimbursement due under this Convention.

## Article 2

Scope of application

This Convention shall apply whenever judicial or arbitral proceedings relating to matters dealt with in this Convention are brought in a Contracting State.

## Article 3

Salvage operations controlled by public authorities

- 1 This Convention shall not affect any provisions of national law or an international convention relating to salvage operations by or under the control of public authorities.
- 2 Nevertheless, salvors carrying out such salvage operations shall be entitled to avail themselves of the rights and remedies provided for in this Convention in respect of salvage operations.
- 3 The extent to which a public authority under a duty to perform salvage operations may avail itself of the rights and remedies provided for in this Convention shall be determined by the law of the State where such authority is situated.

## Article 4

Salvage contracts

- 1 This Convention shall apply to any salvage operations save to extent that the contract otherwise provides expressly or by implication.
- 2 The master shall have the authority to conclude contracts for salvage operations on behalf of the owner of the vessel. The master or the owner of the vessel shall have the authority to conclude such contracts on behalf of the owner of the property on board the vessel.
- 3 Nothing in this article shall affect the application of article 5 nor duties to prevent or minimize damage to the environment.

## Article 5

Annulment and modification of contracts

A contract or any terms thereof may be annulled or modified if:

- (a) the contract has been entered into under undue influence or the influence of danger and its terms are inequitable; or
- (b) the payment under the contract is in an excessive degree too large or too small for the services actually rendered.

## Chapter II - Performance of salvage operations

### Article 6

#### Duty of the owner and master and duties of the salvor

- 1 The salvor shall owe a duty to the owner of the vessel or other property in danger :
  - (a) to exercise due care to save the vessel or other property in danger;
  - (b) to carry out the salvage operations with due care;
  - (c) in performing the duties specified in subparagraphs (a) and (b) to exercise due care to prevent or minimize damage to the environment ;
  - (d) whenever circumstances reasonably require, to seek assistance from other salvors; and
  - (e) to accept the intervention of other salvors when reasonably requested to do so by the owner or master of the vessel or other property in danger; provided however that the amount of his reward shall not be prejudiced should it be found that such a request was unreasonable.
- 2 The owner and master of the vessel or other property in danger shall owe a duty to the salvor ;
  - (a) to co-operate fully with him during the course of the salvage operations;
  - (b) in so doing to exercise due care to prevent or minimize damage to the environment;
  - (c) when the vessel or other property has been brought to a place of safety, to accept redelivery when reasonably requested by the salvor to do so.

### Article 7\*

#### Duty to render assistance

- 1 Every master is bound, so far as he can do so without serious danger to his vessel and persons thereon, to render assistance to any person in danger of being lost at sea.
- 2 The Contracting States shall adopt the measures necessary to enforce the duty set out in paragraph 1.
- 3 The owner of the vessel shall incur no liability for a breach of the duty of the master under paragraph 1.

### Article 8

(article 9 in the annex to document LEG 58/4)

#### Co-operation of Contracting States

A contracting State shall, whenever regulating or deciding upon matters relating to salvage operations such as admittance to ports of vessels in distress or the provision of facilities to salvors, take into account the need for co-operation between salvors, other interested parties and public authorities in order to ensure the efficient and successful performance of salvage operations for the purpose of saving life or property in danger as well as preventing damage to the environment in general.

\* This article was numbered as article 8 in the annex to document LEG 58/4, following the decision of the Legal Committee, at its fifty-seventh session, to combine the principle of the previous article 7 into the present article 6 (LEG 57/12, paragraph 135).

### Chapter III - Rights of salvors

#### Article 9

(article 10 in the annex to document LEG 58/4)

##### Conditions for reward

- 1 Salvage operations which have had a useful result give right to a reward.
- 2 Except as otherwise provided, no payment is due under this Convention if the salvage operations have no useful result.
- 3 This chapter shall apply, notwithstanding that the salved vessel and the vessel undertaking the salvage operations belong to the same owners.

#### Article 10

(article 11 in the annex to document LEG 58/4)

##### Criteria for assessing the reward

- 1 The reward shall be fixed with a view to encouraging salvage operations, taking into account the following considerations without regard to the order in which presented below:
  - (a) the value of the property salved;
  - (b) the skill and efforts of the salvors in preventing or minimizing damage to the environment;
  - (c) the measure of success obtained by the salvor;
  - (d) the nature and degree of the danger ;
  - (e) the efforts of the salvors in saving the vessel, property and life, including the time used and expenses and losses incurred by the salvors;
  - (f) the risk of liability and other risks run by the salvors or their equipment ;
  - (g) the promptness of the service rendered;
  - (h) the availability and use of vessels or other equipment intended for salvage operations;
  - (i) the state of readiness and efficiency of the salvor's equipment and the value thereof.
- 2 Notwithstanding that a court having jurisdiction may, under national law, order payments under paragraph 1 to be made initially by any of the property interests, these amounts shall be borne by the property interests in proportion to their value. Nothing in this article shall prevent any right of recourse or defence.
- 3 The awards, exclusive of any interest and recoverable legal costs that may be payable thereon, shall not exceed the value of the salved property.

#### Article 11

(article 12 in the annex to document LEG 58/4)

##### Special compensation

- 1 If the salvor has carried out salvage operations in respect of a vessel which by itself or its cargo threatened damage to the environment and failed to earn a reward under article 11 at least equivalent to the compensation assessable in accordance with this article, he shall be entitled to compensation from the owner of that vessel equivalent to his expenses as herein defined.
- 2 If, in the circumstances set out in paragraph 1, the salvor by his salvage operations has prevented or minimized damage to the environment, the compensation payable by the owner to the salvor under paragraph 1 may be increased, if and to the extent that the tribunal considers it fair and just to do so, bearing in mind the relevant criteria set out in article 11.1, but in no event shall it be /more than...<sup>27</sup>.\*

\* In the draft convention prepared by the CMI, the phrase at the end of this paragraph was "but in no event shall it be more than doubled."

- 3 "Salvor's expenses" for the purpose of paragraphs 1 and 2 means the out-of-pocket expenses reasonably incurred by the salvor in the salvage operation and a fair rate for equipment and personnel actually and reasonably used in the salvage operations, taking into consideration the criteria set out in article 11.1(g), (h) and (i).
- 4 Provided always that the total compensation under this article shall be paid only if and to the extent that such compensation is greater than any reward recoverable by the salvor under article 11.
- 5 If the salvor has been negligent and has thereby failed to prevent or minimize damage to the environment, he may be deprived of the whole or part of any payment due under this article.
- 6 Nothing in this article shall affect any rights or recourse on the part of the owner of the vessel.

Article 12  
(article 13 in annex 1 of document LEG 58/4)

Apportionment between salvors

- 1 The apportionment of a reward between salvors shall be made on the basis of the criteria contained in article 11.
- 2 The apportionment between the owner, master and other persons in the service of each salving vessel shall be determined by the law of the flag of that vessel. If the salvage has not been carried out from a vessel the apportionment shall be determined by the law governing the contract between the salvor and his employees.

Article 13  
(article 14 in the annex of the document LEG 58/4)

Salvage of persons

- 1 No remuneration is due from the persons whose lives are saved, but nothing in this article shall affect the provisions of national law on this subject.
- 2 A salvor of human life, who has taken part in the services rendered on the occasion of the accident giving rise to salvage, is entitled to a fair share of the remuneration awarded to the salvor for salving the vessel or other property or preventing or minimizing damage to the environment.

Article 14  
(article 15 in the annex to document LEG 58/4)

Services rendered under existing contracts

No payment is due under the provisions of this Convention unless the services rendered exceed what can be reasonably considered as due performance of a contract entered into before the danger arose.

Article 15  
(article 16 in the annex to document LEG 58/4)

The effect of salvor's misconduct

A salvor may be deprived of the whole or part of the payment due under this Convention to the extent that the salvage operations have become necessary or more difficult because of fault or neglect on his part or if the salvor has been guilty of fraud or other dishonest conduct.

Article 16  
(article 17 in the annex to document LEG 58/4)

Prohibition by the owner or master of the vessel

Services rendered notwithstanding the express and reasonable prohibition of the owner or master of the vessel or the owner of any other property which is not and has not been on board the vessel shall not give rise to payment under this Convention.

Chapter IV - Claims and actions

Article 17  
(article 18 in the annex to document LEG 58/4)

Maritime lien

- 1 Nothing in this Convention shall affect the salvor's maritime lien under any international convention or national law.
- 2 The salvor may not enforce his maritime lien when satisfactory security for his claim, including interest and costs, has been duly tendered or provided.

Article 18  
(article 19 in the annex to document LEG 58/4)

Duty to provide security

- 1 Upon the request of the salvor a person liable for a payment due under this Convention shall provide satisfactory security for the claim, including interest and costs of the salvor.
- 2 Without prejudice to paragraph 1, the owner of the salved vessel shall use his best endeavours to ensure that the owners of the cargo provide satisfactory security for the claims against them including interest and costs before the cargo is released.
- 3 The salved property shall not without the consent of the salvor be removed from the port or place at which the property first arrives after the completion of the salvage operations until satisfactory security has been put up for the salvor's claim.

Article 19  
(article 20 in the annex to document LEG 58/4)

Interim payment

The court or arbitral tribunal having jurisdiction over the claim of the salvor may by interim decision order that the salvor shall be paid such amount on account as seems fair and just and on such terms including terms as to security where appropriate as may be fair and just according to the circumstances of the case. In the event of an interim payment the security provided under article 19 shall be reduced accordingly.

Article 20  
(article 21 in the annex to document LEG 58/4)

Limitation of actions

- 1 Any action relating to payment under this Convention shall be time-barred if judicial or arbitral proceedings have not been instituted within a period of two years. The limitation period commences on the day on which the salvage operations are terminated.
- 2 The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration to the claimant. This period may in the like manner be further extended.
- 3 An action for indemnity by a person liable may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs, if brought within the time allowed by the law of the State where proceedings are instituted.

Article 21  
(article 22, in the annex to document LEG 58/4)

Jurisdiction

- 1 Unless the parties have agreed to the jurisdiction of another court or to arbitration, an action for payment under this Convention may, at the option of the plaintiff, be brought in a court which is competent, according to the law of the State where the court is situated, and within the jurisdiction of which is situated one of the following places:
  - (a) the principal place of business of the defendant;
  - (b) the port or place to which the property salved has been brought;
  - (c) the place where the property salved has been arrested;
  - (d) the place where security for the payment has been given;
  - (e) the place where the salvage operations took place.
  
- 2\* Nothing in this article constitutes an obstacle to the jurisdiction of a Contracting State for provisional or protective measures. The exercise by the salvor of his maritime lien whether by arrest or otherwise against the property salved shall not be treated as a waiver by the salvor of his rights, including the right to have his claim for salvage renumeration adjudicated by court or arbitral proceedings in another jurisdiction.

Article 22  
(article 23 in the annex to document LEG 58/4)

Interest

The right of the salvor to interest on any payment due under this Convention shall be determined according to the law of the State in which the court or arbitral tribunal seized of the case is situated.

Article 23  
(article 24 in the annex to document LEG 58/4)

Publication of arbitral awards

Contracting States shall encourage, as far as possible and if need be with the consent of the parties, the publication of arbitral awards made in salvage cases.

Article 24  
(article X in the report of the Legal Committee's 58th session -  
LEG 58/12)

Reservations

- 1 Any State may, at the time of signature, ratification, acceptance, approval or accession, reserve the right not to apply the provisions of this Convention:
  - (a) when all vessels involved are vessels of inland navigation;
  - (b) when all interested parties are nationals of that State;
  - (c) whenever the property is permanently attached to the sea-bed for hydrocarbon production, storage and transportation.

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\* Renumbered following the deletion of the previous paragraph 2 by the Legal Committee (LEG 58/12, paragraph 87).

- 2 Reservations made at the time of signature are subject to confirmation upon ratification, acceptance or approval.
- 3 Any State which has made a reservation to this Convention may withdraw it at any time by means of a notification addressed to the Secretary-General. Such withdrawal shall take effect on the date the notification is received. If the notification states that the withdrawal of a reservation is to take effect on a date specified therein, and such date is later than the date the notification is received by the Secretary-General, the withdrawal shall take effect on such later date.

Article 25  
(article Y in the report of the Legal Committee's 58th session -  
LEG 58/12)

State-owned vessels

- 1 This Convention shall not apply to warships or to other vessels owned or operated by a State Party and being used at the time of the salvage operations exclusively on governmental non-commercial services, unless that State Party decides otherwise.
- 2 Where a State Party decides to apply the Convention to its warships or other vessels owned or operated by that State and being used at the time of the salvage operations exclusively on governmental non-commercial services, it shall notify the Secretary-General thereof specifying the terms and conditions of such application.

APPENDIX

Proposed text for an additional provision. \*

" Cargoes owned by a State or carried on board either a vessel described in article Y.1 or on a commercial vessel for a governmental and non-commercial purpose shall not be seized, arrested or detained under any legal process whatsoever nor under any legal process in rem nor under any provision of this Convention. Consistent with these principles, such cargoes and the State owners thereof shall not be subject to, or be affected by, articles (3, 4.2, 17, 18, 19, 20, 21, 22)" .

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\* At its fifty-eighth session the Legal Committee was not able to agree on the inclusion of this proposed text in the draft Convention. The Committee, however agreed that the above text should be submitted to the diplomatic conference in an annex to the basic conference document (LEG 58/12, paragraphs 48 to 53).

## **Brussels Conventions**

RIDERS TO THE STATEMENT OF THE BRUSSELS INTERNATIONAL MARITIME LAW CONVENTIONS

ADHESION BY THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE BAILIWICK OF JERSEY AND OF GUERNSEY AND THE ISLE OF MAN

On 19 November, 1987 was registered with the Ministère des Affaires étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, the instrument by which the United Kingdom of Great Britain and Northern Ireland adhere separately on behalf of the Bailiwicks of Jersey and of Guernsey and the Isle of Man to the following acts :

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES CONCERNING THE IMMUNITY OF STATE-OWNED SHIPS, SIGNED AT BRUSSELS ON 10 APRIL 1926 AND ADDITIONAL PROTOCOL, SIGNED AT BRUSSELS ON 24 MAY, 1934.

According to article 12 of the aforesaid Convention, it will enter into force regarding the Bailiwicks of Jersey, Guernsey and the Isle of Man on 19 May, 1988.

### RATIFICATION BY SWITZERLAND

On 20 January 1988 was registered with the Ministère des Affaires étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, the instrument of ratification by Switzerland of the following Protocols :

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.

According to its article VIII, par.2) this Protocol will enter in force regarding Switzerland on 20 April, 1988.

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

According to its article VI, par.1), this Protocol will enter in force regarding Switzerland on 20 April, 1988.

## **Conventions de Bruxelles**

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

ADHESION PAR LE ROYAUME UNI DE GRANDE BRETAGNE ET D'IRLANDE DU NORD POUR LES BAILLIAGES DE JERSEY ET DE GUERNSEY ET POUR L'ILE DE MAN

Le 19 novembre 1987 a été enregistré au Ministère des Affaires étrangères, du Commerce extérieur et de la Coopération au Développement de Belgique, l'instrument par lequel le Royaume Uni de Grande Bretagne et d'Irlande du Nord adhère séparément aux actes ci-dessous, au nom des Bailliages de Jersey et de Guernesey et de l'île de Man :

CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES CONCERNANT LES IMMUNITES DES NAVIRES D'ETAT SIGNEE A BRUXELLES LE 10 AVRIL 1926 ET PROTOCOLE ADDITIONNEL SIGNE A BRUXELLES LE 24 MAI 1934.

Conformément à l'article 12 de la Convention précitée, celle-ci entrera en vigueur à l'égard des Bailliages de Jersey et de Guernesey et de l'île de Man le 19 mai 1988.

### RATIFICATION PAR LA SUISSE

Le 20 janvier 1988 a été déposé au Ministère des Affaires étrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique l'instrument de ratification par la Suisse des protocoles suivants :

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

Conformément aux dispositions de son article VIII, par.2), ce Protocole entrera en vigueur à l'égard de la Suisse, le 20 avril 1988

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.

Conformément aux dispositions de son article VI, par.1), ce Protocole entrera en vigueur à l'égard de la Suisse, le 20 avril 1988.

## IMO Conventions

RIDERS TO THE STATEMENT OF THE RATIFICATIONS OF AND ACCESSIONS TO THE IMO CONVENTIONS IN THE FIELD OF PRIVATE MARITIME LAW

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

ratification : Switzerland 15.XII.1987

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

accession : Switzerland 15.XII.1987

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

accession : Ivory Coast 5.X.1987

- ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA (PAL 1974)

ratification : Switzerland 15.XII.1987

- PROTOCOL TO THE ATHENS CONVENTION RELATING TO THE CARRIAGE OF PASSENGERS AND THEIR LUGGAGE BY SEA (PAL PROT 1976)

accession : Poland 28. I.1987  
Switzerland 15.XII.1987

- CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS (LLMC 1976)

accession : Switzerland 15.XII.1987

## Conventions OMI

AJOUTES A L'ETAT DES RATIFICATIONS ET ADHESIONS DES CONVENTIONS DE L'OMI EN MATIERE DE DROIT MARITIME PRIVE

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

ratification : Suisse 15.XII.1987

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

accession : Suisse 15.XII.1987

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

adhésion : Côte d'Ivoire 5.X.1987

- CONVENTION D'ATHENES RELATIVE AU TRANSPORT PAR MER DE PASSAGERS ET DE LEURS BAGAGES (PAL 1974)

ratification : Suisse 15.XII.1987

- PROTOCOLE A LA CONVENTION D'ATHENES RELATIVE AU TRANSPORT PAR MER DE PASSAGERS ET DE LEURS BAGAGES (PAL PROT 1976)

accession : Pologne : 28.I.1987  
Suisse : 15.XII.1987

- CONVENTION SUR LA LIMITATION DE LA RESPONSABILITE EN MATIERE DE CREANCES MARITIMES (LLMC 1976)

accession : Suisse 15.XII.1987

## CMI Publications

### REMINDER

We remind all interested persons and in particular non-members of the CMI that they should apply for CMI Publications and in particular for the new Compendium of **INTERNATIONAL CONVENTIONS ON MARITIME LAW** as well as for the subscriptions to the CMI NEWS LETTER and YEARBOOK to the publishers :

## Publications CMI

### RAPPEL

Nous rappelons aux intéressés et en particulier aux non-membres du CMI qu'il convient de s'adresser pour les publications du CMI et en particulier pour le nouveau recueil des **CONVENTIONS INTERNATIONALES DE DROIT MARITIME** ainsi que pour les abonnements aux CMI NEWS LETTER et ANNUAIRE à la maison d'édition :

Almqvist & Wiksell International  
The Almqvist & Wiksell Periodical Company  
P.O.Box 638, S-101 28 Stockholm, Sweden  
Tel.:23.79.90 - Telex:12430 Almqwik S.

## **Next Meetings**

### **THE EXECUTIVE COUNCIL**

The next meeting of the Executive Council will be held on Thursday 21 April, 1988 and will start at 19:00 at the Brussels Hilton.

### **THE ASSEMBLY**

The 1988 regular meeting of the Assembly will be held on Friday 22 April, 1988.

The venue will be the Brussels Hilton, Boulevard de Waterloo 38, B-1000 Brussels (Tel:32(2)513.88.77 - Tlx:(22744).

Arrangements have been made with the Brussels Hilton for a block reservation of rooms for the delegates at a reduced price.

Hence, when the delegates effect their bookings with the Brussels Hilton, they should mention that they are attending the CMI Assembly meeting.

### **SEMINAR IN LAGOS**

The Seminar on Carriage of Goods by Sea will take place from Sunday 24 to Friday 29 April, 1988. Speakers representing the CMI will be: the President and W. Birch Reynardson, H.Kačić, J.Ramberg, J.Villeneau.

## **Prochaines Réunions**

### **LE CONSEIL EXÉCUTIF**

La prochaine réunion du Conseil Exécutif se tiendra le jeudi 21 avril 1988 à 19h00 à l'Hôtel Brussels Hilton.

### **L'ASSEMBLÉE**

La réunion statutaire 1988 de l'Assemblée aura lieu le vendredi 22 avril 1988 à l'Hôtel Brussels Hilton, Boulevard de Waterloo 38, B-1000 Bruxelles (Tél.:32 (2)513.88.77 - Tlx: (22744).

Un arrangement a été pris avec l'Hôtel Brussels Hilton pour la réservation d'un certain nombre de chambres à prix réduit. Il convient, dès lors, que lorsqu'ils effectuent leurs réservations au Brussels Hilton, les délégués signalent qu'ils assisteront à l'Assemblée du CMI.

### **SEMINAIRE A LAGOS**

Ce Séminaire sur le transport par mer des marchandises aura lieu du dimanche 24 au vendredi 29 avril 1988. Les orateurs représentant le CMI seront : Le Président et W.Birch Reynardson, H.Kačić, J.Ramberg, J.Villeneau.



# CMI NEWS LETTER

*Vigilandum est semper; multae insidiae sunt bonis.*

Spring 1987

— COMITE MARITIME INTERNATIONAL

— Printemps 1987

QUARTERLY

BULLETIN TRIMESTRIEL

## THE LISBON RULES

### Compensation for Damages in Collision Cases

#### INTRODUCTORY NOTE

In 1983 the C.M.I. sent to all affiliated National Maritime Law Associations a series of questions designed to ascertain how the law in each of those maritime nations dealt with the problems of compensating shipowners for losses suffered as a result of collisions. Detailed replies to the questionnaire were received from 21 National Associations.

Using this material an International Working Group, appointed by the C.M.I. under the Chairmanship of Jean Warot, set about preparing a set of Rules covering all aspects of collision damages. The first draft was considered by delegates to the C.M.I. Conference in Lisbon in 1985. Following that Conference there were several further meetings of the Working Group. The Lisbon Rules are the end result.

As Rule A states, the Rules "are available for adoption... following a collision". They do not have the force of law and cannot be imposed on anyone. It is hoped, however, that shipowners and insurers will, following a collision, feel that the interests of all parties will be usefully served by adopting the Rules, thereby ensuring that claims arising out of the collision will be dealt with on the same basis. Adoption of the Rules should save much time and expense.

Apart from the adoption of the Rules on a case by case basis, it is hoped that the Rules will, in time, achieve sufficient recognition in international shipping and insurance circles for them to be widely adopted as the basis upon which such matters should be resolved.

## LES REGLES DE LISBONNE

### Dommages-Intérêts en Matière d'Abordage

#### NOTE INTRODUCTIVE

En 1983 le C.M.I. a envoyé à toutes les Associations Membres un questionnaire destiné à obtenir des renseignements quant à la manière dont le législateur, dans chacun des pays maritimes concernés, avait réglé les problèmes en rapport avec l'indemnisation des victimes pour les pertes encourues à la suite d'abordages. Des réponses détaillées à ce questionnaire ont été reçues de la part de 21 Associations Membres.

A la lumière de ces données une commission internationale, créée par le C.M.I. et placée sous la présidence de Maître Jean Warot, se mit en devoir de rédiger une série de Règles couvrant tous les aspects relatifs aux dommages-intérêts en matière d'abordage. Un premier projet fit l'objet d'un examen par les délégués à la Conférence du C.M.I. de Lisbonne en 1985. Après cette Conférence la commission tint plusieurs autres réunions. Les Règles de Lisbonne constituent le résultat final.

Ainsi qu'il est prévu à la Règle A, les Règles "peuvent être adoptées ... à la suite d'un abordage". Elles n'ont pas force de loi et ne peuvent être imposées à quiconque. Toutefois, on peut espérer que les armateurs et les assureurs estimeraient, après un abordage, que les intérêts de toutes les parties seront utilement servis par l'adoption des Règles, ce qui aura pour conséquence que les créances nées d'un abordage seront traitées sur la même base. L'adoption des Règles devrait permettre de réaliser de considérables économies en temps et en dépenses.

Outre leur adoption de cas en cas, il est espéré qu'avec le temps les Règles arriveront à être suffisamment reconnues dans les milieux internationaux de la navigation et de l'assurance que pour être largement adoptées comme base à la solution des questions qu'elles traitent.

The Rules are intended to be comprehensive but it has been necessary in a number of Rules to introduce considerations of what may be "reasonable" in all the circumstances. In the final resort if the parties cannot agree on what is reasonable it will be necessary to submit to judicial or arbitral review. Even if this happens it is hoped that the Rules will assist the tribunal concerned to reach a just solution.

Rule III deals with damage to cargo or other property on board. Shipowners who wish to adopt the Rules cannot impose them on cargo interests. Again, therefore, agreement will be necessary after the event unless some wider international recognition is achieved.

One final point; parties must direct their minds to the question of currency of claim. The agreement attached to the Rules which the parties are expected to sign requires the parties to choose the currency in which claims shall be assessed, failing which Special Drawing Rights will apply. The parties should fully understand the implications of the currency Rule before signing the agreement.

Les Règles sont destinées à être claires par elles-mêmes mais il a été nécessaire dans plusieurs d'entre elles d'introduire des considérations à propos de ce qui peut être "raisonnable" en toutes circonstances. En dernier ressort, si les parties ne peuvent pas se mettre d'accord sur ce qui est raisonnable, il sera nécessaire de s'en remettre à une décision judiciaire ou arbitrale. Même si cela se produit il est à espérer que les Règles seront d'un certain secours pour permettre au tribunal concerné de parvenir à une solution juste.

La Règle III traite de la perte ou d'un dommage aux marchandises ou à d'autres biens à bord. Les armateurs qui ont le désir d'adopter les Règles ne peuvent pas les imposer aux intéressés aux marchandises. C'est pourquoi dans ce cas également il conviendra qu'un accord intervienne après l'événement à moins qu'une reconnaissance internationale plus large ne soit obtenue.

Un dernier point: les parties doivent prêter attention à la question de la monnaie de la créance. Le "compromis" annexé aux Règles et destiné à la signature des parties, oblige celles-ci à faire choix de la monnaie dans laquelle les créances seront calculées, à défaut de quoi il sera fait application des Droits de Tirages Spéciaux. Il est souhaitable que les parties soient pleinement au fait des implications de la Règle V traitant de la monnaie de compte avant de signer le "compromis".

## LISBON RULES 1987

### DEFINITIONS

In these Rules, the following words are used with the meaning set out below :

**"Vessel"** means any ship, craft, machine, rig or platform whether capable of navigation or not, which is involved in a collision.

**"Collision"** means any accident involving two or more vessels which causes loss or damage even if no actual contact has taken place.

**"Claimant"** means any person, corporate body or legal entity to whom damages are due in respect of loss or damage (excluding death and personal injury) as a result of a collision.

**"Damages"** means the financial compensation payable to the Claimant.

**"Total Loss"** means an actual total loss of the vessel or such damage to the vessel that the cost of saving and repairing her

## REGLES DE LISBONNE 1987

### DEFINITIONS

Dans les présentes Règles, les mots suivants sont employés dans le sens indiqué ci-dessous :

**"Navire"** signifie tout bâtiment, embarcation, engin, installation ou plateforme de forage, apte ou non à une navigation, qui est impliqué dans un abordage.

**"Abordage"** signifie tout accident impliquant deux ou plusieurs navires, ayant causé une perte ou un dommage, alors même qu'il n'y aurait pas eu de contact entre les navires.

**"Victime"** signifie toute personne physique ou morale à qui, à la suite d'un abordage, il est dû une indemnisation pour perte ou dommage, à l'exclusion cependant des pertes de vie humaine et des dommages corporels.

**"Indemnisation"** signifie le dédommagement financier payable à la victime.

**"Perte totale"** signifie la perte réelle du navire, ou bien la situation d'un navire dans un tel état d'avarie que le coût de

would exceed her market value at the time of the collision.

**"Property"** means cargo, goods and other things on board a vessel.

**"Freight"** means the remuneration payable for the carriage by the vessel of property or passengers or for the use of the vessel.

**"Detention"** means the period of time during which the Claimant is deprived of the use of the vessel.

#### RULE A

These Rules are available for adoption in cases where damages are claimed following a collision. Their adoption does not imply an admission of liability.

#### RULE B

When a vessel is involved in a collision, these Rules shall apply to the assessment of the damages. These Rules shall not extend to the determination of liability or affect rights of limitation of liability.

#### RULE C

Subject to the application of the numbered rules the Claimant shall be entitled to recover only such damages as may reasonably be considered to be the direct and immediate consequence of the collision.

#### RULE D

Subject to the application of Rule C and of the numbered Rules, damages shall place the Claimant in the same financial position as he would have occupied had the collision not occurred.

#### RULE E

The burden of proving the loss or damage sustained in accordance with these Rules shall be upon the Claimant. Damages shall not be recoverable to the extent that the person against whom the claim is made is able to show that the Claimant could have avoided or mitigated the loss or damage by the exercise of reasonable diligence.

#### RULE I

##### TOTAL LOSS

1. In the event of a vessel being a total loss, the Claimant shall be entitled to damages equal to the cost of purchasing a similar vessel in the market at the date of the collision. Where no similar vessel is available, the Claimant shall be entitled to recover as damages the value of the vessel at the date of

son sauvetage et de sa réparation dépasserait sa valeur marchande au moment de l'abordage.

**"Biens"** signifie la cargaison, les marchandises et les autres choses à bord d'un navire.

**"Fret"** signifie le prix du transport de la cargaison, des passagers ou celui de l'usage du navire.

**"Chômage"** signifie le temps pendant lequel la victime a été privée de l'usage du navire.

#### REGLE A

Ces Règles peuvent être adoptées dans les cas où une indemnisation est réclamée à la suite d'un abordage. Leur adoption n'implique pas de reconnaissance de responsabilité.

#### REGLE B

Lorsqu'un navire est impliqué dans un abordage, ces Règles s'appliqueront pour fixer l'indemnisation. Elles ne concernent pas la détermination des responsabilités ou ne portent pas atteinte aux droits de limitation de la responsabilité.

#### REGLE C

Sous réserve de l'application des Règles numérotées, le droit à indemnisation est limité aux seuls dommages pouvant être raisonnablement considérés comme la conséquence directe et immédiate de l'abordage.

#### REGLE D

Sous réserve de l'application de la Règle C et des Règles numérotées, l'indemnisation devra replacer la victime dans une situation financière équivalente à celle qui aurait été la sienne si l'abordage n'avait pas eu lieu.

#### REGLE E

La charge de la preuve de la perte ou des dommages subis au titre des présentes Règles incombera à la victime. L'indemnisation n'aura pas lieu dans la mesure où la personne à qui la réclamation est présentée établit que la victime aurait pu éviter ou minimiser la perte ou le dommage par l'exercice d'une diligence raisonnable.

#### REGLE I

##### PERTE TOTALE

1. En cas de perte totale, la victime aura droit à une indemnisation lui permettant d'acquérir un navire similaire au coût du marché au jour de l'abordage. Si un tel navire n'est pas disponible sur le marché, la victime aura droit à une indemnisation correspondant à la valeur qu'il avait au moment de l'abordage,

the collision calculated by reference to the type, age, condition, nature of operation of the vessel and any other relevant factors.

2. Damages recoverable in the event of a total loss shall also include :

(a) Reimbursement of salvage, general average and other charges and expenses reasonably incurred as a result of the collision.

(b) Reimbursement of sums for which the Claimant has become legally liable and has paid to third parties in respect of such liability, arising out of the collision by reason of contractual, statutory or other legal obligations.

(c) Reimbursement for the net freight lost and the value of bunkers and ship's gear lost as a result of the collision and not included in the value of the vessel ascertained in accordance with Rule I 1. above.

(d) Subject to reimbursement for any claim for loss of freight under paragraph (c) above, compensation for the loss of use of the vessel for the period reasonably necessary to find a replacement whether the vessel is actually replaced or not. Such compensation to be calculated in accordance with Rule II, less any interest which the Claimant may be entitled to receive under Rule IV in respect of the said period.

fixée en tenant compte de son type, de son âge et de son état ainsi que de son mode d'exploitation et de tous autres éléments déterminants.

2. L'indemnisation due en cas de perte totale doit aussi comprendre :

(a) Le remboursement de la rémunération d'assistance, des avaries communes et autres frais et dépenses raisonnablement exposées du fait de l'abordage.

(b) Le remboursement des sommes pour lesquelles la victime est devenue responsable et qu'elle a payées à des tiers en raison de la responsabilité née de l'abordage, soit à titre contractuel, soit en application de toute obligation réglementaire ou légale.

(c) Le remboursement de la valeur du fret net perdu, des soutes, des apparaux et des objets perdus du fait de l'abordage et non compris dans la valeur du navire telle que calculée suivant la Règle I 1. ci-dessus.

(d) Sous réserve du remboursement des sommes allouées pour perte de fret en application du paragraphe (c) ci-dessus, une indemnisation pour la perte résultant du chômage du navire durant le temps raisonnablement nécessaire à son remplacement, qu'il soit ou non remplacé. Cette indemnisation sera calculée suivant la Règle II sous déduction de tous intérêts que la victime serait en droit de recevoir pour ladite période en application de la Règle IV.

## RULE II

### DAMAGE TO VESSEL

1. In the event of a vessel being damaged but not being a total loss as defined in these Rules, the Claimant shall be entitled to recover as damages :

(a) The cost of temporary repairs reasonably effected, and the reasonable cost of permanent repairs.

The cost of those repairs shall include but not be limited to the cost of any necessary drydocking, gasfreeing or tank cleaning, port charges, supervision and classification surveys, together with drydock dues and/or wharfage, for the time occupied in carrying out such repairs.

However, when the collision damage repairs are carried out in conjunction with Owners' work which is essential to the seaworthiness of the vessel or with essential repair work arising out of another incident or are deferred to and carried out at a routine docking, the damages shall include but not be limited to drydock dues, wharfage and/or other time-based charges only to the extent that the period to which such charges relate has been extended by reason of the collision damage repairs.

## REGLE II

### AVARIE AU NAVIRE

1. Lorsqu'un navire en état d'avarie n'est pas admis en "perte totale" au sens des présentes Règles, la victime aura droit à titre d'indemnisation :

(a) au remboursement du montant des réparations provisoires raisonnablement effectuées, et à celui du montant raisonnable des réparations définitives.

Le montant de ces réparations comprendra notamment le coût de toute opération nécessaire de mise en cale sèche, de dégazage ou nettoyage des citernes, des droits de port, de surveillance et d'expertise, de classification, ainsi que les frais de cale sèche et/ou de droits de quai pendant le temps passé à l'exécution de ces réparations.

Toutefois, lorsque les réparations résultant de l'abordage sont exécutées en même temps que des travaux personnels à l'armateur, essentiels à la navigabilité du navire ou en même temps que des réparations essentielles résultant d'un autre accident, ou différées et exécutées à l'occasion d'une mise à sec périodique, l'indemnisation comprendra les frais de cale sèche, de droits de quai et/ou d'autres frais calculés au temps passé, mais seulement dans la mesure où la période afférente à ces frais s'est trouvée augmentée du fait des réparations dues à l'abordage.

(b) Reimbursement of salvage, general average and other charges and expenses reasonably incurred as a result of the collision.

(c) Reimbursement of sums, for which the Claimant has become legally liable and has paid to third parties in respect of such liability, arising out of the collision by reason of contractual, statutory or other legal obligations.

(d) Reimbursement for the net freight lost and the cost of replacing bunkers and vessel's gear lost as a result of the collision and not included in the cost of repairs under Rule II 1.(a).

2. Damages recoverable shall also include :

(a) Subject to reimbursement for any claim for loss of freight under Rule II 1.(d), compensation for the net loss of earnings arising from the collision. This compensation shall be assessed by establishing the gross earnings of the vessel lost during detention, calculated by reference to the vessel's earnings or by reference to the earnings of comparable vessels in the same trade and then deducting from the gross earnings the operating costs which would normally have been incurred in order to achieve the gross earnings, such as hire payable, crew and bunker costs, port disbursements and insurance.

(b) Operating costs and expenses actually incurred during detention, other than those included under Rule II 1.

3. In the interpretation of Rule II 2., the following particular provisions will also apply :

(a) When detention occurs during the performance of a voyage charterparty and such detention does not entail cancellation of the charterparty, compensation shall be calculated by applying the average net earnings on the two voyages prior to and the two voyages subsequent to the detention.

When no reference to two prior and two subsequent voyages is possible, the net earnings on other relevant voyages or if there are no other relevant voyages on the voyage during which the collision took place shall form the basis of compensation.

If in consequence of such detention the charterparty is cancelled, and freight remains unearned compensation shall include the net freight lost.

(b) When detention occurs while the vessel is being operated on a liner service, compensation for detention shall be assessed as follows :

i. when detention occurs during the voyage which the vessel is performing at the time of the collision by applying to the detention the

(b) au remboursement de la rémunération d'assistance, des avaries communes et autres frais et dépenses raisonnablement exposés du fait de l'abordage.

(c) au remboursement des sommes légalement dues et payées à des tiers en raison des responsabilités nées de l'abordage soit à titre contractuel soit en application de toute obligation réglementaire ou légale.

(d) au remboursement de la valeur du fret net perdu, des soutes et des apparaux ainsi que de celle des objets perdus du fait de l'abordage, non inclus dans le coût des réparations calculé suivant la Règle II 1 (a).

2. L'indemnisation à accorder doit aussi comprendre :

(a) sous réserve du remboursement des sommes allouées pour perte de fret en application de la Règle II 1.(d), une indemnisation pour la perte de gain net résultant de l'abordage. Elle sera établie sur la base des gains bruts du navire pendant le chômage, calculés par référence aux gains de ce navire ou à ceux des navires comparables effectuant le même trafic pris en déduisant de ces produits bruts les frais d'exploitation qui auraient été normalement exposés pour les obtenir, tels que loyer dû, frais d'équipage et de carburant, frais exposés au port et assurance.

(b) les frais d'exploitation et les dépenses réellement exposés pendant la période de chômage, autres que ceux prévus à la Règle II 1.

3. Pour l'interprétation de la Règle II 2., on doit aussi tenir compte des dispositions particulières ci-après :

(a) Lorsque le chômage survient au cours de l'exécution d'une charte partie au voyage et que ce chômage n'entraîne pas la résiliation de la charte partie, l'indemnisation doit être calculée par référence à la moyenne des gains nets des deux voyages précédent et des deux voyages suivant le chômage.

Lorsqu'il n'est pas possible de retenir les deux voyages précédent et les deux voyages suivant le chômage, l'indemnisation est calculée sur la base des gains nets d'autres voyages représentatifs, ou s'il n'y a pas d'autres voyages représentatifs sur ceux du voyage au cours duquel s'est produit l'abordage.

Si le chômage entraîne la résiliation de la charte partie et si le fret reste impayé, l'indemnisation doit comprendre le fret net perdu.

(b) Lorsque le chômage se produit alors que le navire est exploité sur une ligne régulière, l'indemnisation pour chômage sera établie comme suit :

i. lorsque le chômage survient pendant le voyage que le navire effectue au moment de l'abordage, en appliquant au chômage le gain journalier

net daily earnings for that voyage, computed for the time the voyage would have taken had the collision not occurred,

ii. when detention occurs other than during the voyage which the vessel is performing at the time of the collision, by applying to the detention the average net earnings on the two voyages prior to and the two voyages subsequent to the detention. When reference to two prior and two subsequent voyages is not possible, the basis of the computation will be the net earnings on other relevant voyages. If there are no other relevant voyages the compensation will be assessed by reference to the net earnings of a similar vessel operating in a similar trade.

(c) When detention occurs while the vessel is performing under a time charter, compensation shall include the net loss of hire during the detention. If in consequence of such detention the charterparty is cancelled, compensation shall include the net hire which would have been paid during the unperformed portion of the charter, allowance being made for any actual net earnings during that portion.

4. When collision damage repairs are carried out in conjunction with Owners' work which is essential to the seaworthiness of the vessel or with essential repair work arising out of another incident or are deferred to and carried out at a routine docking, damages shall include compensation for detention only to the extent that the period under repair is extended by reason of the collision damage repairs.

### RULE III

#### PROPERTY ON BOARD

1. The Claimant shall be entitled to recover damages when property has been lost or damaged in consequence of the collision.

2. In the case of property having a commercial value such damages shall be calculated as follows :

(a) If such property is lost, the Claimant shall be entitled to reimbursement of the market value at the port of destination at the time when it should have arrived, less any expenses saved.

When such market value cannot be determined, the value of the property shall be the shipped value plus freight and the cost of insurance if incurred by the Claimant, plus a margin for profit assessed at no more than 10% of the value of the property calculated as above.

(b) If such property is damaged, the Claimant shall be entitled to damages

net pour ce voyage, calculé sur le temps que le voyage aurait duré si l'abordage ne s'était pas produit ;

ii. lorsque le chômage survient à un autre moment que pendant le voyage que le navire effectue au moment de l'abordage, en appliquant au chômage la moyenne des gains nets des deux voyages précédents et des deux voyages suivants. Lorsqu'il n'est pas possible de prendre comme référence les deux voyages précédents et les deux voyages suivants, l'indemnisation sera établie sur la base des gains nets d'autres voyages représentatifs. S'il n'y a pas d'autres voyages représentatifs, l'indemnisation sera établie par référence aux gains nets d'un navire similaire opérant un trafic analogue.

(c) Lorsque le chômage du navire survient au cours de l'exécution d'une charte partie à temps, l'indemnisation doit comprendre la perte nette de loyer pendant la période de chômage. Lorsque le chômage entraîne la résiliation de la charte partie, l'indemnisation doit comprendre le loyer net qui aurait été payé durant la période non exécutée de la charte, déduction faite des gains nets effectivement gagnés pendant cette période.

4. Lorsque les réparations résultant de l'abordage sont exécutées en même temps que des travaux personnels à l'armateur, essentiels à la navigabilité du navire ou en même temps que des réparations essentielles résultant d'un autre accident, ou différées et exécutées à l'occasion d'une mise à sec périodique, l'indemnisation comprendra le chômage, mais seulement dans la mesure où le temps d'immobilisation pour les réparations s'est trouvé augmenté du fait des réparations dues à l'abordage.

### REGLE III

#### BIENS A BORD

1. La victime est fondée à recevoir une indemnisation pour la perte ou le dommage subi du fait de l'abordage.

2. En ce qui concerne les marchandises ayant une valeur commerciale, l'indemnisation sera calculée comme suit :

(a) Si les marchandises sont perdues, la victime recevra une indemnité égale à leur valeur marchande au port de destination, au moment où elles auraient dû y arriver, sous déduction des frais qu'elle n'a pas exposés.

Lorsque cette valeur marchande ne peut pas être déterminée, la valeur des marchandises à prendre en compte sera égale à sa valeur embarquée augmentée du fret et du coût de l'assurance, s'ils ont été exposés par la victime, augmentée d'une marge bénéficiaire fixée au maximum à 10% de la valeur des marchandises calculée comme ci-dessus.

(b) Si les marchandises sont endommagées, la victime aura droit à une in-

equal to the difference between the value of the property in sound condition at destination and its value in damaged condition.

Where physical damage to such property arises from the prolongation of the voyage following the collision, the compensation shall be fixed on the same basis. However, where the loss arises from a fall in the market during such prolongation there shall be no right to damages.

3. In the case of any other property the Claimant shall be entitled to recover:

- (a) Where the property has been lost or is irreparable: its value or the reasonable cost of its replacement;
- (b) Where the property is damaged and can be repaired: the reasonable cost of repairs, but not exceeding its value or the reasonable cost of its replacement.

#### RULE IV

##### INTEREST

1. Interest on damages is recoverable in addition to the principal sum.

2. For claims under Rule I 1, interest shall run from the date of the collision to the date of payment.

For all other claims, interest shall run from the date the loss was sustained or the expense was incurred to the date of payment.

3. Where under Rule V the damages are to be calculated in Special Drawing Rights (SDR), the rate of interest shall be the average London rate for three months SDR linked deposits in the period that interest runs; otherwise the rate of interest shall be ten per cent per annum.

#### RULE V

##### CURRENCY

Unless the parties have agreed to apply a specific currency in the calculation of their damages the following procedure shall be adopted :

- losses or expenses shall be converted from the currency in which they are incurred into Special Drawing Rights (SDR) at the rate of exchange prevailing on the day the losses or expenses were incurred.
- the final amounts due shall be calculated in SDR and the balance due shall be paid to the Claimant in the currency of his choice at the rate of exchange prevailing on the date of payment.
- where no official SDR exchange rate is quoted for the currency, conversions to and from SDR shall be made by reference to U.S.dollars.

11 April, 1987.

démnisation correspondant à la différence entre leur valeur à l'état sain à destination et leur valeur en état d'avarie.

Lorsque des dommages matériels aux marchandises résultent de l'allongement du voyage du fait de l'abordage, ils seront fixés suivant les mêmes bases de calcul. Cependant, lorsque la perte proviendra d'une chute des cours de cette marchandise pendant la prolongation du voyage, elle ne donnera pas droit à indemnisation.

3. Pour tout autre bien à bord, la victime aura droit à recevoir :

(a) lorsque les biens ont été perdus ou ne sont pas réparables : leur valeur ou le coût raisonnable de leur remplacement,

(b) lorsque les biens sont endommagés et peuvent être réparés: le coût raisonnable de leur réparation, dans la mesure où il ne dépasse pas leur valeur ou le coût raisonnable de leur remplacement.

#### REGLE IV

##### INTERETS

1. En complément du montant principal, un intérêt sera accordé sur les sommes dues.

2. Pour les réclamations découlant de la Règle I 1., les intérêts courront du jour de l'accident jusqu'au jour du paiement.

Pour toutes les autres réclamations, les intérêts courront du jour de la perte ou de la dépense jusqu'au jour du paiement.

3. Lorsque, en application de la Règle V, l'indemnisation sera calculée en D.T.S., le taux de l'intérêt sera le taux moyen à Londres pour les dépôts à 3 mois en D.T.S., concernant la période durant laquelle les intérêts auront couru, sinon le taux de l'intérêt sera de 10% l'an.

#### REGLE V

##### MONNAIE DE COMPTE

A moins que les parties ne soient convenues de retenir une monnaie particulière pour calculer l'indemnité due, ce calcul se fera ainsi :

- les pertes et les dépenses seront converties de la monnaie dans laquelle elles ont été exposées en Droits de Tirage Spéciaux (D.T.S.) au cours du jour où ces pertes ou dépenses ont eu lieu,
- le montant total des sommes dues sera calculé en D.T.S. et le solde des sommes dues sera payé à la victime dans la monnaie de son choix au cours du jour du paiement,
- lorsqu'il n'existe pas de cotation officielle du D.T.S. pour la monnaie considérée, les conversions seront faites vers et depuis le D.T.S. en recourant au U.S.dollar.

11 avril 1987.

**AGREEMENT**

RE:.....(0)

The parties hereto agree that their respective claims arising out of the above incident shall be assessed in accordance with the Lisbon Rules 1987.

The damages shall be calculated in .....(X)

(0) Insert names of ships involved and date/place of collision.

(X) If a currency is not specified, Rule V provides that the damages will be calculated in Special Drawing Rights (SDR).

**COMPROMIS**

Concerne.....(0)

Les parties en cause s'accordent pour établir leurs créances respectives nées de l'incident mentionné auparavant conformément aux Règles de Lisbonne 1987.

Les dommages-intérêts seront calculés en .....(X)

(0) Prière de mentionner les noms des navires en cause, la date et le lieu de l'abordage.

(X) Lorsqu'aucune monnaie particulière n'est retenue, la Règle V prévoit que l'indemnité due sera calculée en Droits de Tirage Spéciaux (DTS).

**CMI Charitable Trust**

Readers of the NEWS LETTER will remember that a report about the Trust was made in the Spring 1986 issue. Since then appeal letters and brochures have been circulated to all National Associations, to Titulary Members and to a number of firms and individuals in the United Kingdom.

An up-to-date list of contributors is appended. It will be noted in particular that, since the last report, contributions have been received (or promised) from the Maritime Law Associations of Canada, Japan, Spain and the United States. It will also be noted that the list includes contributions made in memory of Kaj Pineus. Contributions received (as at May 1st 1987) total about £100,000 (including about £5,000 contributed in memory of Kaj Pineus).

It will be recalled that the object of the Trust is two-fold, namely :

- (a) The advancement of legal education for the public benefit;
- (b) The advancement and promotion of research and study in the fields of comparative law and international marine and commercial law and the publication of the results of such research.

Clause 4 of the Trust Deed provides that "with a view to advancing these objects the Trustees shall have power to apply the Trust Fund and the income thereof in :

- (a) publishing and disseminating the results of study and research;
- (b) sponsoring or conducting seminars or conferences of persons from all parts of the world for the discussion of any aspects of the subjects hereinbefore mentioned;
- (c) granting moneys to other persons or bodies engaged in such research or study as aforesaid".

(The full text of the Trust Deed is contained in the 1985-1986 and 1986-1987 YEAR BOOKS).

When making a progress report to the Assembly on April 10th, Mr. Birch Reynardson said that the Trustees had started to make financial grants in accordance with Clause 4 of the Deed; they had, for example, recently awarded a small bursary to a young English barrister who is engaged in research on a subject currently under study by a C.M.I. International Sub-Committee. Mr. Birch Reynardson stressed the importance of this project if the influence of the C.M.I. is to be increased and expressed the hope that further contributions will be sent to him in the near future.

C.M.I. Charitable Trust - List of Contributors

Asociación Española  
 Professor F. Berlingieri  
 Mr. W.Birch Reynardson  
 Mr. A.G. Bishoff  
 Mr. G.Brice  
 Canadian Maritime Law Association  
 Messrs. Clifford-Turner  
 Clyde & Co.  
 Messrs. Constant and Constant  
 Messrs Coward Chance  
 Mr. B.Eckersley  
 Messrs. Edye, Roche de la Vega & Ray  
 Messrs. Freshfields  
 Mr. P.Gerrie  
 Mr. N.Gordon  
 Mr. P.H. Gross  
 Mr. A. Hallgarten  
 Mr. B.Harris  
 Messrs. Holman, Fenwick & Willan  
 Mr. R.E. Hyde  
 Ince & Co.  
 Messrs. Ingledew, Brown, Bennison & Garrett  
 Messrs. Andrew M. Jackson  
 Japanese Maritime Law Association  
 Dr. H.Kaćić  
 Mr. A.J. Kazantzis  
 Sir Anthony Lloyd  
 Lloyd's Members and Brokers  
 Lloyd's Register  
 Messrs. Lovell, White & King

Maritime Law Association of the United States  
 Mr. F.L. de May  
 Mr. D.O'May  
 Thomas Miller & Co.  
 Harry Neal & Co.  
 Newcastle Protection & Indemnity Association Ltd.  
 North of England P & I Association  
 Messrs. Norton Rose Botterell & Roche  
 Mr. K.Pineus  
 Messrs. Richards Butler  
 Sedgwick Group plc  
 Messrs. Shaw and Croft  
 Hon. Mr.Justice Sheen  
 Peter Smart Associates  
 Standard Steamship Owners P & I Association Ltd.  
 Steamship Mutual Underwriting Association Ltd.  
 Sveriges Angfartygs Assurans Förening  
 Swiss Association of Marine Underwriters  
 St.John's College, Cambridge  
 Messrs. Taylor Garrett  
 Mr.R.J. Thomas  
 United Kingdom Mutual Steam Ship Assurance Association  
 Messrs. S.G. Warburg  
 West of England Ship Owners Insurance Services Ltd.

N.B. The above list excludes certain miscellaneous payments received for C.M.I. services and paid to the Trust.

CMI Charitable Trust - Contributions in memory of Kaj Pineus

Maud and Claës Palme  
 Fru Gun Ekland  
 Christina and Pehr G.Gyllenhammar,  
 AB Volvo.  
 Svenska Skeppshypotekskassan  
 Försäkrings AB Skandia  
 Sjöassuradörernas Förening  
 Jan and Inger Sandström  
 Erik and Kerstin Nordström  
 Lorenz Zetterman  
 Lena and HG Mellander  
 Gunilla and Jan Ramberg  
 Mannheimer and Zetterlöf HB (Per and  
 Helen Dreijers Stiftels)  
 Rainer Hornborg  
 Mona and Leif Pineus  
 Olof Bruun  
 Sveriges Angfartygs Assurans Förening  
 Sjögren and Wistrand Advokatbyra

Dr. Philip Lemans Advokatbyra AB  
 Erik Hagbergh  
 Mannheimer & Zetterlöf KB, Göteborg  
 Rederi AB Soya (Walleniusrederierna)  
 Skantze & Son AB  
 Sveriges Redareförening  
 Christer Rune  
 Stena AB  
 Arvid Jonsson  
 AB Indemnitatis (Trygg-Hans)  
 Hansa Sjö (Trygg-Hansa)  
 Lars Gorton  
 Ulf K Nordenson  
 John and Janet Moore  
 Nik and Bill Birch Reynardson  
 Jack Cunningham  
 Abogados Maritimos  
 Francesco Berlingieri  
 Henri F.Voet

## New Members

At its 1987 regular annual meeting the Assembly of the C.M.I. has elected as new Members the following Associations:

## Nouveaux Membres

En sa réunion statutaire annuelle 1987 l'Assemblée du C.M.I. a élu comme nouveaux membres les Associations suivantes:

### ASSOCIATION SENGALAISE DE DROIT MARITIME Siège Social:S/C Bocar Niane,Avocat 23, Av.Roume, Dakar (Sénégal)

Président : El Hadji Mansour TALL, Vice-Président du Tribunal Régional Hors Classe de Dakar., Appt. 117 C-Fenêtre Mermoz, Dakar.

1er Vice-Président: Cheikh Tidiane THIAM, Maître Assistant - Faculté des Sciences juridiques de l'Université de Dakar

2è Vice-Président : Mamadou Khabane NDAO, Directeur Général Adjoint de la Société Express Navigation, Dakar.

Secrétaire Général: Bocar NIANE, Avocat à la Cour, 23, Avenue Roume, Dakar

Secrétaire Général Adjoint: Pierre REYSS, Avocat à la Cour, 33, Avenue Roume, Dakar

Trésorier Général : Mamadou DIENG, Contrôleur de Gestion Compagnie Sénegalaise de Navigation Maritime (COSENAM), 2, Rue Malenfant, Dakar.

Adjoint : Ibrahima BEYE, Avocat à la Cour, Député à l'Assemblée Nationale du Sénégal, Dakar.

Membres : Mamadou GUEYE, Directeur de l'Exploitation Société Vasquez Espinoza, 7 Avenue Faidherbe, BP.364. Dakar.

: Noel KABOU, Service contentieux SOCOPAO, Avenue Albert Sarraut, Dakar.

### THE MARITIME LAW ASSOCIATION OF SRI LANKA State Bank Buildings: P.O.Box 346, Colombo 1

#### Officers:

President : Yaseen OMAR, Attorney-at-Law and Notary Public, Life member of Bar Association of Sri Lanka.

Vice-President : M.L.S. JAYASEKARA LL.M.Ph.D. (London) Professor

Secretary : Ranjit DEWAPURA, Attorney-at-Law & Notary Public, Member of the Bar Association of Sri Lanka

Treasurer : Miss Sujatha MUDANNAYAKE, Attorney-at-Law & Notary Public, Member of Bar Association of Sri Lanka.

The Assembly has elected as Titulary Members the following persons :

L'Assemblée a élu en qualité de Membre Titulaire les personnalités suivantes:

Belgique : Jozef VAN DEN HEUVEL, Avocat, Antwerpen  
Philippe van HAVRE, Firme Langlois & Co, Antwerpen.

Canada : Professor Edgar GOLD, Dalhousie University.

India : Vasant SHETH, Chairman of the Great Eastern Shipping Cy of India

Japan : Professor Kenjiro EGASHIRA, Professor of Law at the University of Tokyo  
Professor Seiichi OCHIAI, Professor of Law at the Seikei University  
Yoshio SHINODA, former President of Mitsui O.S.K.Lines,Ltd.

**Jugoslavia** : Professor Dr.Ivo GRABOVAC, Professor at the Law Faculty, Split University, Professor Dr. Vinko HLACA, Professor at the Law Faculty, Rijeka University, Dr.Zoran RADOVIC, Associate of the Institute of Comparative Law, Belgrade, Prof.Dr.Predrag STANKOVIC, Professor of Maritime Law of the Faculty of Maritime and Transport studies in Rijeka.

The Assembly has also elected as Temporary Member :

L'Assemblée a également élu comme Membre Temporaire :

**Professeur Dr.Ergon ÇETİNGİL**  
Président de l'UER de Droit Maritime et de Droit des Assurances de la Faculté de Droit d'Istanbul  
İstanbul Hukuk Fakültesi  
Beyazıt - İstanbul-Türkiye

### Personalia

#### B R A S I L

Following the decease on 26 February, 1987 of its much regretted President, Dr.ARMANDO REDIG de CAMPOS, the Associação Brasileira de Direito Marítimo elected on 25 March, 1987 its new Board as follows :

A la suite du décès de son regretté Président, le Dr.ARMANDO REDIG de CAMPOS, l'Associação Brasileira de Direito Marítimo a élu le 25 mars 1987 son nouveau Comité de Direction composé de :

Président : Luiz Antonio Severo Da Costa  
Vice-Présidents : M.Carlos da Rocha Guimarães  
M.Jorge Augusto de Vasconcellos,  
Pedro Calmon Filho  
Manoel Moreira de Barros e Silva  
Secrétaire Général: M.Délio Maury, Conseiller Juridique du Ministère de la Marine  
Trésorier : M.Stenio Duguet Coelho.

#### P A N A M A

We have been advised of the new Board of the Asociación Panameña de Derecho Marítimo which is composed as follows:

Nous avons été avisés de la composition du nouveau Bureau de l'Asociación Panameña de Derecho Marítimo qui s'établit comme suit :

President : Mr.Joel A.MEDINA  
Vice-President : Mr. Ricardo A. ESKILDSEN  
Secretary : Mrs.Cecilia A.de GONZALEZ-RUIZ  
Treasurer : Mr. Ebrahim ASVAT  
Assistant Secretary : Mr.Damaso DIAZ  
Assistant Treasurer : Mr.José Raul MULINO

#### GESELLSCHAFT FÜR SEERECHT DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK

We are advised by the Association for Maritime Law of the German Democratic Republic of their new Telex number :

Nous sommes avisés par l'Association de Droit Maritime de la République Démocratique Allemande de leur nouveau numéro de Telex :

Telex 31273 Rostock darg dd.  
attention to Gesellschaft für Seerecht der DDR.

## Next Meetings

The next meeting of the Executive Council shall take place in London on 18 September, 1987.

The International Subcommittee on Sea-Waybills will meet in London on Friday 9 October, 1987.

## Prochaines Réunions

La prochaine réunion du Conseil Exécutif aura lieu à Londres le 18 septembre 1987.

La Commission Internationale sur les Lettres de Transport Maritime se réunira à Londres le vendredi 9 octobre 1987.

## International Conventions on Maritime Law

The C.M.I. undertook to publish a new version of a compendium of International Conventions on Maritime Law covering the Brussels, IMO and United Nations Conventions.

Interested persons and organizations should apply directly to the editors:

## Conventions Internationales de Droit Maritime

Le C.M.I. s'est chargé de la publication d'un nouveau recueil des Conventions Internationales de Droit Maritime comprenant les Conventions de Bruxelles, celles de l'OMI ainsi que celles des Nations Unies.

Les personnes ou organismes intéressés peuvent s'adresser directement aux éditeurs :

Almqvist & Wiksell International  
The Almqvist & Wiksell Periodical Company  
P.O.Box 638, S. 101 28 Stockholm  
Tel.:23.79.90 - Telex:12430 Almqwik.s

from whom the book will be available as from mid-June, 1987.

chez qui le livre sera disponible à partir de la mi-juin 1987.

## Subscriptions to CMI Publications

### Reminder

We remind all interested persons and in particular non-members of the C.M.I. that they should apply for CMI Publications and specially for the SUBSCRIPTIONS to the CMI NEWS LETTER and YEARBOOK to the Editors :

## Abonnements aux Publications du CMI

### Rappel

Nous rappelons aux intéressés et en particulier aux non-membres du C.M.I. qu'il convient de s'adresser pour les publications du C.M.I. et spécialement pour les ABONNEMENTS aux "CMI NEWS LETTER et ANNUAIRE", aux éditeurs :

Almqvist and Wiksell International  
The Almqvist & Wiksell Periodical Cy.  
P.O.Box:638 S-101 28 Stockholm.  
Tel.:23.79.90 - Telex:12430 Almqwik S.



# CMI NEWS LETTER

*Vigilandum est semper; multae insidiae sunt bonis.*

Summer, 1987

— COMITE MARITIME INTERNATIONAL

— Eté 1987

QUARTERLY

BULLETIN TRIMESTRIEL

CMI Assembly 10/11 April, 1987

Assemblée du CMI 10/11 avril 1987

Attending - Présents

OFFICERS - MEMBRES DU BUREAU

President : Francesco Berlingieri  
Président

Vice-Presidents : William Birch Reynardson  
Vice-Présidents : Nicholas J. Healy  
: A. Kolodkin  
: J. Niall McGovern  
: Nagendra Singh  
: Jean Warot

Secretary General Executive : Jan Ramberg  
Secrétaire Général Exécutif

Members of the Executive Council: Hrvoje Kacic  
Membres du Conseil Exécutif : Allan Philip  
: Lionel Tricot  
: Norbert Trotz  
: Jacques Villeneau

Secretary General Administrative and Treasurer : Henri Voet  
Secrétaire Général Administratif et Trésorier

Administrative Officer : Miss H. Schrynenmakers  
Conseiller Administratif : G. Bouton  
: J. De Wacker

DELEGATES - DELEGUES

BELGIQUE : Lionel Tricot (\*\*)  
: Jean Van Ryn  
: Leo Delwaide  
: Henri Voet Jr.

CANADA : Prof. Edgar Gold

ČESKOSLOVENSKO : Bohuslav Klein

DENMARK : Allan Philip (\*\*)  
: Bent Nielsen

(\*\*) Already mentioned as Members of the Executive Council  
(\*\*) Déjà mentionnés comme membres du Conseil Exécutif

BUNDESREPUBLIK DEUTSCHLAND	: Burkhard Vogeler
DEUTSCHE DEMOKRATISCHE REPUBLIK	: Dr.Ralf Richter : Norbert Trotz (**)
ESPAÑA	: José Luis Gofi : José Maria Alcantara
FRANCE	: Pierre Latron : Philippe Boisson : Alain Tinayre
INDIA	: Judge Nagendra Singh (*)
IRELAND	: Niall McGovern (*)
ITALIA	: Giorgio Berlingieri : Enrico VIncenzini : Paolo Berlingieri
JAPAN	: Akira Takakuwa : Kazuhiro Harada
JUGOSLAVIJA	: Hrvoye Kacic (**)
NEDERLAND	: R.E. Japikse
NIGERIA	: Fola Sasegbon : Bola Ajomale
POLSKA	: Wojciech Adamczak
PORUGAL	: Eduardo H.Serra Brandão
SUISSE	: St.Cueni
SVERIGE	: Jan Ramberg (*) : Claës Palme : Lars Boman
UNITED KINGDOM	: W.Birch Reynardson (*) : D.J.Lloyd Watkins : Patrick Griggs
U.S.A.	: Francis O'Brien
U.S.S.R.	: A. Kolodkin (*) : Miss Barinova
OBSERVER	: N.G.Hudson

(\*) Already mentioned as Vice-Presidents and S.G.Executive  
 (\*) Déjà mentionnés comme Vice-Présidents et S.G.Exécutif.

(\*\*)Already mentioned as members of the Executive Council

(\*\*)Déjà mentionnés comme membres du Conseil Exécutif.

#### 1. New Members

The Maritime Law Association of Senegal and the Maritime Law Association of Sri Lanka were accepted with acclamation as new Members of the CMI.

Professor Dr.Ergon A.Cetingil was accepted with acclamation as a Temporary Member of the CMI pending the creation of a maritime law association in Turkey.

The following were accepted with acclamation as Titulary Members of the CMI :

#### 1. Nouveaux Membres

L'Association Sénégalaise de Droit Maritime et la Maritime Law Association of Sri Lanka ont été acceptées par acclamations en qualité de Membres du CMI.

En attendant la constitution d'une association de droit maritime en Turquie, le Professeur Dr.Ergon A.Cetingil a été accepté par acclamations en qualité de Membre Temporaire du CMI.

Les nouveaux Membres Titulaires suivants ont été acceptés par acclamations par le CMI :

Belgium	: Jozef Van Den Heuvel Philippe van Havre
Canada	: Professor Edgar Gold
India	: Vasant Sheth
Japan	: Prof. Kenjiro Egashira Prof. Seiichi Ochiai Yoshio Shinoda
Jugoslavia	: Prof. Dr. Ivo Grabovac Prof. Dr. Predrag Stanković Prof. Dr. Vinko Hlaca Dr. Zoran Radović

## 2. Prix Albert Lilar

Professor Van Ryn informed that the Committee charged with the task of awarding the "Prix Albert Lilar" would be thankful to receive suggestions before 1987-05-15.

## 3. XXXIV International Conference of the CMI

Mr. Pierre Latron, President of the French Maritime Law Association, informed that preparations had been made to hold the Conference in Paris in the UNESCO Building during the first week of July 1990. The Assembly expressed its thanks to Mr. Latron and the French Association and decided that the Conference should be held as suggested 1-6 July, 1990, in Paris. Most probably one of the main subjects would be related to Sea Waybills or other transport documentation for the carriage of goods by sea. The definitive programme for the Conference will be decided later.

## 4. Colloquium at Tulane University 9-12 November, 1987

Mr. W. Birch Reynardson reported on the preparations for the Colloquium on "Protection against insolvency in maritime law". The participation fee is USD 650. per participant. The number of participants has been limited to 200 persons and, therefore, an early application for attendance would be required.

## 5. Fourth Seminar in the People's Republic of China, Shanghai, October 1987

The President reported on the preparations on the Fourth Seminar in the People's Republic of China on the following subjects: Shipbuilding Contracts, Sale of Ships, Maritime Procedure, (focused on Procedural Questions with respect to Limitation of Liability and Forced Sale of Ships) and Implementation of International Conventions. Professor Jan Schultsz and Mr. Gordon Paulsen had kindly accepted to lecture at the Seminar which will be held in Shanghai. An English lawyer or Barrister will probably be the third lecturer.

Belgique	: Jozef Van Den Heuvel Philippe van Havre
Canada	: Professeur Edgar Gold
Inde	: Vasant Sheth
Japon	: Prof. Kenjiro Egashira Prof. Seiichi Ochiai Yoshio Shinoda
Jugoslavie	: Prof. Dr. Ivo Grabovac Prof. Dr. Predrag Stanković Prof. Dr. Vinko Hlaca Dr. Zoran Radović

## 2. Prix Albert Lilar

Le Professeur Van Ryn a signalé que le Comité chargé de l'attribution du "Prix Albert Lilar" serait heureux de recevoir des suggestions avant le 15 mai 1987.

## 3. XXXIV Conférence Internationale du CMI

M. Pierre Latron, Président de l'Association Française du Droit Maritime signale que des mesures préparatoires ont été prises pour tenir la Conférence à Paris dans les bâtiments de l'UNESCO durant la première semaine de juillet 1990. L'Assemblée exprime ses remerciements à M. Latron et à l'Association Française et décide que la Conférence se tiendra, tel que suggéré, à Paris du 1er au 6 juillet 1990. C'est très probablement la Lettre de Transport Maritime ou tout autre document relatif au transport de marchandises par mer, qui sera le thème principal. Le programme définitif sera décidé ultérieurement.

## 4. Colloque à l'Université de Tulane, New-Orleans 9-12 novembre 1987

M. W. Birch Reynardson fit rapport sur les préparatifs du Colloque sur la "Protection contre l'insolvabilité en droit maritime". Les frais de participation s'élèvent à USD.650.- par personne. Le nombre de participants a été limité à 200 et il est dès lors recommandé d'introduire rapidement les demandes de participation.

## 5. Quatrième Séminaire en République Populaire de Chine, Shanghai, Octobre 1987

Le Président fit rapport sur les préparatifs du quatrième Séminaire en République Populaire de Chine sur les sujets suivants: Contrats de construction de navires, Vente de navires, Procédure maritime (centré sur les questions de procédure relatives à la Limitation de la Responsabilité et les ventes forcées de navires) et mise en application des Conventions Internationales. Le Professeur Jan Schultsz et M. Gordon Paulsen ont aimablement accepté d'être conférenciers à ce Séminaire qui se tiendra à Shanghai. Un juriste ou un avocat anglais sera le troisième conférencier.

## 6. Seminar in Lagos, Nigeria

Mr. Sasegbon of the Nigerian Maritime Law Association informed that a Seminar is planned in Lagos, Nigeria, in the Spring of 1988 on carriage of goods by sea and charterparties. Invitations will be sent out to all the Maritime Law Associations of the CMI.

## 7. Compensation for damages in collision cases

The President of the International Subcommittee, Mr. Jean Warot, introduced the draft rules on compensation for damages in collision cases together with the report of the Drafting Committee. The Rules were accepted by the Assembly. The Assembly further decided that the Rules should be made available to the shipping community for voluntary adoption either on the basis of a general agreement to apply the Rules whenever a collision would require assessment of collision damages or by a specific agreement after a collision had occurred. The Assembly instructed the Executive Council to prepare the wording of incorporation clauses.

## 8. Sea Waybills

Professor Ramberg reported on the meeting of the International Subcommittee held in London on 22nd January, 1987. The date for the next meeting had provisionally been set at 1987-06-25. A first draft of rules on Sea Waybills prepared by the Chairman of the International Subcommittee, the Rt.Hon. Lord Justice Lloyd, is expected in mid-May 1987. In order to give the National Maritime Law Associations sufficient time to consider the draft, the meeting envisaged for 25th June 1987 will be postponed until September-October 1987. (\*)

## 9. Private International Maritime Law

The President reported that a report will be prepared by the Chairman of the International Subcommittee, Dr. Walter Müller, on the basis of the replies submitted by a great number of National Maritime Law Associations of the CMI.

## 10. Implementation of International Conventions

The President reported on the subject and indicated that for a study on this subject the replies of the National Maritime Law Associations may form the basis for a valuable comparative law study. Possibly, such a study may also suggest recommendations as to the implementation of international conventions in a manner which would enhance and preserve the unification of maritime law in the respective fields.

(\*) The meeting has, thereafter, been fixed for Friday 9 October, 1987.

## 6. Séminaire à Lagos, Nigeria

M. Sasegbon de l'Association de Droit Maritime du Nigeria informa l'Assemblée qu'un séminaire sur le transport de marchandises par mer et les charte-parties est prévu à Lagos, Nigeria, au printemps 1988. Des invitations seront adressées à toutes les Associations de droit maritime, membres du CMI.

## 7. Dommages-intérêts en matière d'abordage

Le Président de la commission internationale, M.Jean Warot, présenta le projet de Règles sur les dommages-intérêts en matière d'abordage ainsi que le rapport du Comité de rédaction. Les Règles furent acceptées par l'Assemblée. L'Assemblée décida également que les Règles seraient à la disposition de la communauté maritime pour adoption volontaire, soit sur base d'un accord général sur l'application des Règles quand un abordage implique la fixation des dommages, ou bien, par accord spécifique après la survenance d'un abordage. L'Assemblée donna instruction au Conseil Exécutif de préparer le texte relatif à l'inclusion des clauses.

## 8. Lettres de Transport Maritime

Le Professeur Ramberg fit rapport sur la réunion de la commission internationale tenue à Londres le 22 janvier 1987. La date de la prochaine réunion avait été fixée provisoirement au 25 juin 1987. Un premier projet de Règles sur les Lettres de Transport Maritime préparé par le Président de la commission internationale, le Rt.Hon.Lord Justice Lloyd, est attendu à la mi-mai 1987. Afin de donner aux Associations Nationales de Droit Maritime le temps d'examiner ce projet, la réunion envisagée pour le 25 juin 1987 sera reportée jusqu'à septembre-octobre 1987. (\*)

## 9. Droit International Maritime Privé

Le Président signala qu'un rapport sera préparé par le Président de la commission internationale, le Dr.Walter Müller, sur base des réponses fournies par un grand nombre d'Associations Nationales de Droit Maritime, membres du CMI.

## 10. Mise en application des Conventions Internationales

Le Président s'exprima à ce sujet en indiquant que les réponses des Associations Nationales de Droit Maritime pourraient constituer la base d'une étude comparative du droit. Il est possible que cette étude incite à faire des recommandations quant à la mise en application des conventions internationales, de manière telle qu'elles favorisent et préservent l'unification du droit maritime dans les différents domaines.

(\*) La réunion a été fixée ultérieurement au 9 octobre 1987.

## 11. Salvage

Mr. Bent Nielsen reported on the deliberations of IMO's Legal Committee on the draft convention on salvage. The final reading of IMO's Legal Committee is expected to take place in its meeting in October 1987 and a diplomatic conference is envisaged for 1988 or 1989. The final date and place for the conference have yet to be decided.

## 11. Assistance

M.Bent Nielsen fit rapport sur les délibérations au sein du Comité Juridique de l'OMI à l'égard du projet de convention sur l'assistance. L'examen final par le Comité Juridique de l'OMI devrait avoir lieu lors de sa réunion d'octobre 1987, tandis qu'une conférence diplomatique est envisagée pour 1988 ou 1989. La date définitive et le lieu où se tiendra cette conférence n'ont pas encore été fixés.

## 12. Maritime Liens and Mortgages and related subjects

Mr. Niall McGovern reported on the meeting of the Joint Intergovernmental Group of Experts on maritime liens and mortgages and related subjects which took place in Geneva 1-12 December, 1986. A further meeting will take place the second week of May 1987 where the CMI will be represented by the President and Mr.Niall McGovern.

## 12. Privilèges et Hypothèques maritimes et sujets s'y rapportant

M.Niall McGovern fit rapport sur la réunion du groupe conjoint Intergouvernemental d'experts en matière de privilèges et hypothèques maritimes et sujets s'y rapportant, tenue à Genève du 1er au 12 décembre 1986. Une autre réunion aura lieu durant la seconde semaine de mai 1987, réunion à laquelle le CMI sera représenté par son Président et M.Niall McGovern.

## 13. The CMI Charitable Trust

Mr. W.Birch Reynardson reported on the status of the CMI Charitable Trust and on the contributions received so far. He urged the maritime law associations to contribute to the Charitable Trust and suggested that it should be explored in the various countries how contributions to the Trust could be enhanced by making them deductible for tax purposes or by other appropriate means.

## 13. CMI Charitable Trust

M. W.Birch Reynardson fit état de la situation du CMI Charitable Trust ainsi que des contributions reçues jusqu'à présent. Il exhorte les Associations de Droit Maritime à apporter leur soutien au Charitable Trust et suggéra que soit examiné dans les différents pays comment les contributions au Trust pourraient être favorisées par une déduction fiscale ou tout autre moyen approprié

## 14. Report of the Treasurer

The Treasurer reported on the balance sheet as of 31 December, 1986 and on the profit and loss account for the year 1986; these papers had been circulated to the Presidents of the Member Associations by letter dated 29 January, 1987.

The Assembly granted with thanks release to the Treasurer.

## 14. Rapport du Trésorier

Le Trésorier commenta le bilan au 31 décembre 1986 et le compte de profits et pertes pour 1986, ces documents ayant été adressés aux Présidents des Associations Membres par lettre datée du 29 janvier 1987.

L'Assemblée donna, avec remerciements, au Trésorier décharge de sa gestion.

## 15. Budget for 1987

The Treasurer introduced the budget for the year 1987. His proposals were received and approved by the Assembly.

The Treasurer explained that he had prepared an "Extraordinary budget" for meeting the expenses concerning the printing of the book "INTERNATIONAL CONVENTIONS ON MARITIME LAW". This book will be available in mid-June 1987 and the publishers Almqvist & Wiksell Periodical Cy, P.O.Box 638, S-101 28 Stockholm, Sweden, will take care of its distribution.

It is hoped that the Royalties payable to the CMI out of the proceeds of the sale of the book will, over the years, cover the printing costs.

## 15. Budget pour 1987

Le Trésorier présenta le projet de budget pour l'année 1987. L'Assemblée prit note de ses propositions et les accepta.

Le Trésorier expliqua qu'il avait préparé un "budget extraordinaire" dans le but de couvrir les dépenses relatives à la publication du livre des "CONVENTIONS INTERNATIONALES DE DROIT MARITIME". Ce livre sera disponible vers la mi-juin 1987 et les éditeurs Almqvis & Wiksell Periodical Cy, P.O.Box 638, S-101 28 Stockholm, en assureront la diffusion.

Il est espéré que les ristournes reçues par le CMI sur les ventes de ce livre couvriront, au fil des années, les frais exposés pour sa publication.

#### 16. Contributions to the CMI for 1987

Upon the proposal of the Treasurer, the contributions of the Member Associations and of the Titulary Members to the CMI for the year 1987 were fixed at the same amounts as for the year 1986. The amount of the basic yearly contribution of the new Member Associations will be fixed in agreement and after consultation with their President.

#### 16. Cotisations au CMI pour 1987

Sur proposition du Trésorier, les cotisations des Associations Membres et des Membres Titulaires en faveur du CMI pour l'année 1987 furent fixées aux mêmes montants que ceux en vigueur en 1986. Le montant de la cotisation annuelle de base des nouvelles Associations Membres sera fixé en accord avec et après consultation de leur Président.

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#### **Personalia**

##### **J A P A N**

The new Board of the Japanese Maritime Law Association is composed as follows:

Le nouveau Bureau de l'Association Japonaise de Droit Maritime est composé comme suit :

President : Mr.Tsuneo OHTORI

Vice-President: Mr.Shiro ABE

Members: Mr.Takeo Hori  
Mr.Tadayasu KODAMA  
Mr.Kozaburo MATSUNAMI  
Mr.Yoshio SHINODA  
Mr.Takeo SUZUKI  
Mr.Hisashi TANIKAWA

Secretary General: Mr.Seiichi OCHIAI.

##### **M E X I C O**

The new Board of the Asociación Mexicana de Derecho Marítimo is composed as follows :

Le nouveau Bureau de l'Asociación Mexicana de Derecho Marítimo est composé comme suit :

President : Dr. Ignacio L.MELO Jr.

Vice-President:Lic.Eduardo SOLARES Jr.

Secretary : Mlle Alexandra PRESSLER

Treasurer : Lic. Ernesto PEREZ REA

##### **N E D E R L A N D**

The Secretariat of the Nederlandse Vereniging voor Zee- en Vervoersrecht is now located as follows :

La nouvelle adresse du Secrétariat de la Nederlandse Vereniging voor Zee- en Vervoersrecht est la suivante :

Prinsengracht 668 - 1017 KW Amsterdam  
P.O.B. 5531 - 1007 Amsterdam  
Tel.:20-260761 - Tlx: 16077

##### **P H I L I P P I N E S**

The new Board of the Maritime Law Association of the Philippines is composed as follows :

Le nouveau Bureau de l'Association de Droit Maritime des Philippines est composé comme suit :

President : Mr.Beda G.FAJARDO

Executive

Vice-President: Mr.Albert R. PALACIOS

Vice-President  
for Information:Mr.Procopio V.VERGEL DE DIOS,Jr.

Vice-President for  
Legal Affairs :Mr.Diosdado Z. RELOJ,Jr.

Vice-President for  
External Affairs:Mr.Benjamin T.BACORRO

Secretary : Mr.Jacinto G.FAJARDO,Jr.

Treasurer : Mrs.Mia G.GENTUGAYA

Auditor : Mrs.Ana Teresa A.ORACION

Public Relation Officer : Mr.Alberto B.GUEVARRA,Jr.

Adresse du Secrétariat :

Address of the Secretariat :

FAJARDO LAW OFFICES, 4th Floor, Rufino  
Bldg., Ayala Avenue, Makati, Metro-Manila  
3116 Philippines  
P.O.Box 626 MCC Makati, Metro-Manila  
3117 Philippines.  
Tel.: 88-01-55; 88-64-88; 88-63-56 -  
Tlx: 23535 SUBRO PH - Cable FAJARLAW, Manila-  
Telefax: 816-0225.

### URUGUAY

The new Board of the Asociación Uruguaya de Derecho Marítimo is composed as follows :

President	:	Dr.Armando SCIARRA QUADRI
1st Vice-President	:	Mr.Erling Rolf SCHANDY
2nd Vice-President	:	Dr.Ricardo VIDAL ARADAS
Secretary	:	Dr.Julio VIDAL AMODEO
Assistant Secretary	:	Capt.German da COSTA
Secretary, Int'l Affairs:	Mr.Erling Rolf SCHANDY	
Treasurer	:	Dr.Liliana PEIRANO
Assistant Treasurer	:	Dr.Oscar ALGORTA RACHETTI
Members	:	Dr.Martha PETROCELLI
	:	Dr.Ronald Alexander HERBERT
	:	Mr.Ariosto GONZALEZ
	:	Dr.Alejandro MILLER.

Le nouveau Bureau de l'Asociación Uruguaya de Derecho Marítimo est composé comme suit :

### Next CMI Colloquium

As already advised, a Colloquium organized by the CMI on "Protection against Insolvency in Maritime Law" will take place from Monday 9 November, 1987 to Thursday 12 November, 1987 at the "Tulane Law School - Maritime Law center", New Orleans, Louisiana, USA. Co-hosts are The Maritime Law Association of the United States and the Maritime Law Center of the Tulane Law School.

The Colloquium will be chaired by Professor Francesco Berlingieri, the Honorable C.S.Haight acting as General Rapporteur and Professor Jan Schultsz as Convener.

### Next Meetings

The next meeting of the Executive Council shall take place in London on Friday 18 September, 1987 at 9:30 a.m. at the Offices of Messrs.Thos.R.Miller & Son, International House, 26 Creechurch Lane, London EC3A 5BA.

The International Subcommittee on Sea-Waybills will meet on Friday 9 October, 1987 at 10:30 a.m., Parliament Chamber, Inner Temple, London.

### Prochain Colloque du CMI

Comme il a déjà été signalé, un Colloque organisé par le CMI et ayant pour thème la "Protection contre l'insolvabilité en droit maritime" aura lieu du lundi 9 novembre 1987 au jeudi 12 novembre 1987 à la "Tulane Law School - Maritime Law Center" à la Nouvelle Orléans, Louisiana, USA, à l'invitation conjointe de l'Association de Droit Maritime des Etats-Unis et du "Maritime Law Center" de l'Université de Tulane.

Le Colloque sera présidé par le Professeur Francesco Berlingieri, l'Honorable C.S.Haight agissant comme Rapporteur Général, et le Professeur Jan Schultsz comme coordinateur.

### Prochaines Réunions

La prochaine réunion du Conseil Exécutif aura lieu à Londres le vendredi 18 septembre 1987 à 9h30 dans les bureaux de Messieurs Thos.R.Miller & Son, International House, 26 Creechurch Lane, London EC3A 5BA.

La Commission Internationale sur les Lettres de Transport Maritime se réunira le vendredi 9 octobre 1987 à 10h30, Parliament Chamber, Inner Temple, Londres.

## **International Conventions on Maritime Law**

The 1987 edition of this compendium containing the texts (483 pages) of the International Conventions on Maritime Law (private law) and covering the Brussels, IMO and United Nations Conventions is now available at the price of SEK.400. from the publishers:

## **Conventions Internationales de Droit Maritime**

L'édition 1987 de ce recueil contenant le texte (483 pages) des Conventions Internationales de Droit Maritime (droit privé) comprenant les Conventions de Bruxelles, celles de l'OMI ainsi que celles des Nations Unies est disponible dès maintenant au prix de SEK.400. chez les éditeurs:

Almqvist & Wiksell International  
The Almqvist & Wiksell Periodical Company  
P.O.Box 638, S-101 28 Stockholm  
Tel.:23.79.90 ~ Tlx:12430 Almqwik S.

## **Global Subscription to CMI NEWS LETTER and YEARBOOK**

The Member Associations of Maritime Law are once more reminded that they can take out a global subscription to the CMI NEWS LETTER and YEARBOOK at reduced rates:

## **Abonnements Collectifs au CMI NEWS LETTER et à l'ANNUAIRE**

L'attention des Associations Membres de Droit Maritime est une fois de plus attirée sur la possibilité qui existe pour elles de souscrire à un abonnement global à des conditions avantageuses :

10 copies/exemplaires à BEF.300.- each/chacun  
11th up to 50 copies/exemplaires à BEF.150.- each/chacun  
51st and beyond/et au delà à BEF. 50.- each/chacun  
(100% extra for Airmail) (majoration de 100% pour poste aérienne)

A certain number of Associations have already availed themselves of this favorable opportunity.

It is also reminded that apart from the Presidents of the Maritime Law Associations and the Titulary Members, who receive these publications free of charge, individual subscriptions should be addressed to the publishers:

Un certain nombre d'Associations ont déjà profité de cette intéressante possibilité.

Il est également rappelé qu'en dehors des Présidents des Associations de Droit Maritime et des Membres Titulaires, qui reçoivent ces publications gratuitement, il convient d'adresser les demandes d'abonnements individuels aux éditeurs:

Almqvist and Wiksell International  
The Almqvist & Wiksell Periodical Cy.  
P.O.Box 638 - S-101 28 Stockholm  
Tel.:23.79.90 Tlx:12430 Almqwik S.

# CMI NEWS LETTER

*Vigilandum est semper; multae insidiae sunt bonis.*

Autumn, 1987

— COMITE MARITIME INTERNATIONAL

— Automne 1987

QUARTERLY

BULLETIN TRIMESTRIEL

## Colloquium on Protection Against Insolvency in Maritime Law at the Maritime Law Center of the Tulane Law School — 9th-12th November, 1987

The Colloquium at Tulane was a great success. More than one hundred participants representing most of the Member Associations of the CMI actively contributed to the successful outcome of the meeting.

The President of the CMI, Francesco Berlingieri, opened the first session, followed by Professor Schultsz as Convenor of the Colloquium, who gave a "keynote" speech.

Then eight preliminary papers previously circulated, were introduced by their authors. The subjects were :

- The Protection of Mortgagee Banks in English Law;  
author: Graeme Bowtle.
- The Protection of Mortgagee Banks - The American Legal Background ;  
author : Emery Harper.
- The Protection of Mortgagee Banks - The Banks' View ;  
author : Roger Wilman and Jeremy Baer.
- The Protection of Lessors ;  
author : Richard Barnett.
- Six Legal Ways to Protect Shipbuilders and Repairers ;  
author : Ralf Richter.
- The Protection of Shipowners ;  
author : Takeo Kubota.
- Financial Crises in Shipping since 1965;  
author : Ole Lund.
- The Protection of Liability Insurers against Shipowners' Insolvency ;  
author : John Honour.

Four Working Groups were set up each with a chairman and rapporteurs, to study the following issues :

Le Colloque de Tulane a été un grand succès. Plus de cent participants, représentant la plupart des Associations Membres du CMI ont activement contribué à la réussite du Colloque

Le Président du CMI, Francesco Berlingieri, a ouvert la séance. Ensuite le Professeur Schultsz, en sa qualité de modérateur du Colloque, a présenté son rapport d'introduction.

Les huit rapports préliminaires, qui avaient été distribués auparavant, ont été présentés par leurs auteurs, sur les sujets suivants :

- La protection des banques hypothécaires en droit anglais;  
auteur : Graeme Bowtle.
- La protection des banques hypothécaires en droit américain;  
auteur : Emery Harper.
- La protection des banques hypothécaires Le point de vue des banques;  
auteurs:Roger Wilman et Jeremy Baer.
- La protection des bailleurs ;  
auteur : Richard Barnett.
- Six systèmes juridiques pour protéger les constructeurs et les réparateurs de navires ;  
auteur : Ralf Richter.
- La protection des armateurs ;  
auteur : Takeo Kubota.
- La crise économique dans le shipping depuis 1965 ;  
auteur : Ole Lund.
- La protection des assureurs responsabilité contre l'insolvabilité des armateurs ;  
auteur : John Honour.

Quatre groupes de travail ont été constitués dans le but d'étudier les problèmes suivants :

1. Protection of Lenders including Banks with Mortgages and/or Hypothecs.

Chairman : Jean Warot  
Rapporteurs: Graeme Bowtle  
Emery Harper  
Jeremy Baer.

2. Protection of Lessors and Bareboat Charterers.

Chairman : Nicholas J. Healy  
Rapporteur : Richard Barnett.

3. Protection of Shipbuilders and Repairers - Protection of Insurers.

Chairman : Jan Ramberg  
Rapporteurs: Ralf Richter  
John Honour.

4. Protection of Shipowners - Protection of Shippers and Charterers .

Chairman : William Birch Reynardson  
Rapporteurs: Takeo Kubota  
Ole Lund.

At the final, plenary session, after each chairman had reported on the deliberations of his working group, Professor Schultsz presented the conclusions of the Colloquium.

The next edition of CMI NEWS LETTER will contain further details of the results of the Colloquium.

1. La protection des prêteurs y compris les banques hypothécaires.

Président : Jean Warot  
Rapporteurs: Graeme Bowtle  
Emery Harper  
Jeremy Baer.

2. La protection des bailleurs et des affréteurs à coque nue.

Président : Nicholas J. Healy  
Rapporteur : Richard Barnett.

3. Protection des constructeurs et des réparateurs de navires - Protection des assureurs.

Président : Jan Ramberg  
Rapporteurs : Ralf Richter  
John Honour.

4. Protection des armateurs - Protection des chargeurs et des affréteurs.

Président : William Birch Reynardson  
Rapporteurs : Takeo Kubota  
Ole Lund.

A la séance de clôture les présidents des groupes de travail ont fait rapport sur les délibérations dans leur groupe respectif et le Professeur Schultsz a présenté les conclusions du Colloque.

Dans un prochain numéro du CMI NEWS LETTER les résultats du Colloque seront donnés en détail.

## Lisbon Rules

### INTRODUCTION

The Lisbon Rules are the end result of the patient work of an International Subcommittee of the Comité Maritime International.

Before commenting on the Rules themselves, it should be recalled that compensation for damages in collision cases was a subject matter considered by the C.M.I. in 1896, the very year of its foundation, when the C.M.I. decided that "the first area of law that should be discussed was the law of collisions at sea".

The first draft of the 1910 Brussels Convention on Collision contained an article designed to ensure for the victim complete compensation of his loss. This article provided that the damages should cover "the expenses due to the collision, the profit lost and compensation for the detention". Unfortunately, this good in-

## Règles de Lisbonne

### INTRODUCTION

Les Règles de Lisbonne sont le résultat de l'étude exhaustive de la Commission Internationale désignée par le Comité Maritime International.

Avant de commenter les Règles elles-mêmes, il y a lieu de rappeler que l'indemnisation des dommages en matière d'abordage avait déjà été prise en considération par le C.M.I. en 1896, l'année même de sa fondation, lorsque le C.M.I. avait décidé que le premier domaine du droit maritime, qui devrait faire l'objet d'une réglementation internationale, était celui des abordages en mer.

Le premier projet de la Convention de Bruxelles de 1910 sur l'abordage contenait un article destiné à assurer une indemnisation complète des victimes pour les pertes qu'elles avaient éprouvées. Cet article disposait que l'indemnité devait comprendre le montant des dommages causés par l'abordage, les gains dont

tention remained short-lived, and the article was omitted from the Convention.

Going back much further in history, one can recall that in Roman law, the Lex Aquilia permitted the victim of a collision to seek a recovery from the other vessel for the losses suffered.

Centuries later, the Maritime Codes of the North Sea and the Atlantic Ocean - the Rolls of Oleron, the Laws of Visby, the Laws of the Hanseatic League and the Ordonnance de la Marine de Louis XIV of August 1681 - all contained provisions on the concept of fault and the division of damages. The Medieval Mediterranean Codes - the Statutes of Ancona, the Tables of Amalfi and the Consulato del Mar of Barcelona - also referred to compensation for damages in collision cases.

One can read in a judgment of Oleron the following sentence :

" When two vessels bump against each other causing damages, half of the loss will be borne equally by each vessel unless the crew of one vessel did it intentionally, in which case the vessel at fault will pay the whole damage " .

This division of damages, which quite often left the cargoowners without compensation for their losses, was not at all satisfactory, but it was only at the end of the last century that more justice was given to innocent victims by the courts in Europe and the United States.

In 1962, at the Athens Conference of the C.M.I., an unsuccessful attempt was made by certain delegations to propose a convention on the subject, but the Assembly of the C.M.I. contented itself with adopting the following timid resolution:

1. The party who has sustained a damage by collision is entitled to be put as far as practicable in the same position pecuniarily as if the injury had not been suffered.
2. The victim must always mitigate the damage if he can reasonably do so.
3. The wrongdoer shall be liable for damage which can be reasonably attributed to his wrongful act.

Considering, however, that the application of those principles requires further study / the C.M.I./

- Resolves that said Report be sent to the National Associations for consideration and requests these Associations to express their views thereon,
- Instructs the International Sub-committee to continue the study of the topic and report again to the next International Conference.

les personnes lésées se trouvaient privées et une indemnisation pour le chômage du navire. Malheureusement, cette bonne intention resta lettre morte et cet article fut omis dans la Convention.

Un rappel historique confirme qu'en Droit Romain, la loi "Aquila" permettait à la victime d'un abordage d'obtenir une réparation de l'autre navire pour les dommages éprouvés.

Quelques siècles plus tard, on constate que les Codes Maritimes de la Mer du Nord et de l'Océan Atlantique : Rôle d'Oleron, Ordonnance de Wisby, Règlement de la Ligue Hanséatique et l'Ordonnance de la Marine de Louis XIV du mois d'août 1681, contenaient déjà des dispositions sur le concept de faute et le partage des dommages.

Les Codes Méditerranéens du Moyen-Age: Statuts d'Ancône, Tables d'Amalfi, Consulat de la Mer de Barcelone, contenaient eux aussi des dispositions relatives à l'indemnisation des dommages dans le cas des abordages.

C'est ainsi qu'on peut lire, dans un jugement d'Oleron :

" Si deux navires se choquent et se heurtent dont est fait dommage, il sera payé par moitié, si ce n'est que les gens de l'un deux l'ont fait exprès, auquel cas le navire en faute paiera le tout " .

Ce partage des dommages qui, très souvent, laissait les propriétaires de cargaison sans une indemnisation de leur perte n'était en aucune façon satisfaisant, et ce n'est qu'à la fin du siècle dernier que plus de justice fut apportée dans l'indemnisation des victimes innocentes par les tribunaux en Europe et aux Etats-Unis.

En 1962, lors de la Conférence d'Athènes du C.M.I., une tentative, qui ne se révéla pas couronnée de succès, fut faite par certaines délégations pour proposer la préparation d'une Convention sur ce sujet. Toutefois, l'Assemblée du C.M.I. se borna à adopter la résolution suivante, d'une portée restreinte :

1. La réparation doit remettre la victime dans une situation aussi proche que possible de celle qui eût été la sienne si l'abordage ne s'était pas produit .
2. La victime doit toujours atténuer le dommage dans la mesure du possible.
3. L'auteur de l'abordage répond du préjudice raisonnablement imputable à sa faute.

Estimant que l'application de ces principes nécessitait une étude plus approfondie, l'Assemblée décida qu'un questionnaire serait envoyé aux Associations Nationales dans le but d'obtenir leur avis, et elle chargea la Commission internationale de poursuivre l'étude de la question et de faire rapport à la prochaine Conférence Internationale.

These instructions remained a dead letter; the International Subcommittee was inactive until President Francesco Berlingieri of the C.M.I. made a very sound decision in 1983, when he suggested a revival of the subject. A great majority of them supported the idea. A questionnaire addressed to the National Associations constituting the C.M.I. was prepared and 21 positive answers were received.

At the 33rd Conference of the C.M.I., held at Lisbon in 1985, three successful meetings of the International Subcommittee were held and a Working Group was duly appointed, with the mission of preparing a text which received unanimous approval at the annual meeting of the Assembly of the C.M.I., held at Brussels in April, 1987. It is the purpose of this comment to give a brief explanation of the Rules, which are to be known as the Lisbon Rules, as an homage to Portugal, one of the oldest maritime nations.

Preliminarily, it should be noted that quite sensibly the C.M.I. abandoned the idea of a convention and decided, instead, to recommend Rules which "could be adopted by the parties".

Of course, the Rules do not have the force of law and cannot be imposed on anyone. They will only be "guide lines", we hesitate to say for judges, but certainly for arbitrators and for all concerned with collision damages, including insurers, average adjusters, claims departments of shipowning companies, etc... In short, the aim of the C.M.I. was to put at the disposal of the maritime world a set of rules designed to ensure that claims arising out of collisions will be dealt with on a uniform basis.

#### ANALYSIS OF THE RULES

Reverting to the Rules themselves, it will be seen that first, there is a set of definitions, and then, following the form of the York-Antwerp Rules, there is a set of basic lettered rules, followed by a set of more general numbered rules.

#### THE DEFINITIONS

It should be remarked that the Working Group approved the views expressed by James Moseley, its American member, and drafted the definitions as the preliminary section of the Rules.

It was unanimously decided to include a "rig or platform" in the definition of "vessel".

Ces instructions demeurèrent lettre morte jusqu'à ce que le Professeur Francesco Berlingieri prit, en 1983, la décision de suggérer la reprise de ces travaux. Une très large majorité se rallia à cette initiative. Un questionnaire fut donc adressé aux Associations Nationales et 21 réponses positives furent reçues.

Lors de la 33ème Conférence du C.M.I. qui eut lieu à Lisbonne en 1985, trois réunions de la Commission Internationale furent tenues avec succès et un groupe de travail fut désigné avec pour mission de préparer un texte qui reçut une approbation unanime lors de la réunion annuelle de l'Assemblée du C.M.I. à Bruxelles en avril 1987. Le but de ce commentaire est de donner de courtes explications sur les Règles qui ont été dénommées "Règles de Lisbonne", en hommage au Portugal, une des plus anciennes nations maritimes.

A titre préliminaire, on doit noter qu'avec beaucoup de bon sens, le C.M.I. abandonna l'idée d'une Convention et décida de proposer des Règles qui pourront être adoptées par les parties.

Il va de soi que les Règles n'ont pas la force d'une loi et ne peuvent être imposées à qui que ce soit. Elles pourront seulement être, selon l'expression anglo-saxonne, des "guide lines", nous hésitons à le dire pour les juges, mais certainement pour les arbitres et pour tous ceux qui seront concernés par le problème des dommages en matière d'abordage: armateurs, assureurs, dispacheurs d'avaries communes. En bref, le but que s'était assigné le CMI était de mettre à la disposition du monde maritime un recueil de règles permettant d'assurer que les réclamations nées des abordages seraient traitées sur une base uniforme.

#### ANALYSE DES REGLES

Revenant aux Règles elles-mêmes, on notera tout d'abord l'existence d'une liste de définitions et ensuite, selon la méthode adoptée pour les Règles d'York et d'Anvers, une liste de règles lettrées suivie de règles numérotées.

#### LES DEFINITIONS

Le groupe de travail approuva l'avis exprimé par M. James Moseley, membre américain de la commission, et établit un texte de "Définitions" dont la clarté et la concision nous dispensent d'un commentaire.

Rappelons seulement qu'il fut unanimement décidé d'inclure les plates-formes de forage dans la définition du mot "navire".

Death and personal injury claimants were excluded from the definition of "claimant", as the methods of dealing with such claims by the various national legislatures differ substantially and in many countries they are public policy provisions.

#### THE LETTERED RULES

In brief, these provisions restate the general rules of law in the matter of compensation for collision damage.

##### RULE A

As stated above, the Rules are "available for adoption", and do not have the force of law. During the discussion which took place at the April 1987 meeting of the Assembly of the C.M.I., it was decided that in an Annex to the Rules, the text of a form of agreement for the adoption of the Rules should be included for use by the interested parties.

##### RULE B

This Rule confirms that the Rules "do not extend to the determination of liability or affect rights of limitation of liability".

##### RULE C

This Rule establishes the primacy of the "Numbered Rules" and satisfactorily combines the "reasonable appreciation of the facts with the concept of the causation link" with the loss suffered.

##### RULE D

The principle of restitutio in integrum governs the calculation of collision damage and the draftmen were of the opinion that it was necessary to restate this principle.

##### RULE E

This Rule correctly reflects first, the Latin principle, actori incumbit onus probandi (the burden of proof rests on the plaintiff) and second, the principle of mitigation. The Rule also provides that the burden of proof rests upon the defendant if he alleges that the loss could have been avoided or minimized by the claimant exercising due diligence.

#### THE NUMBERED RULES

##### RULES I, II, III:

Total loss; Damage to vessel; Property on board. These Rules are undoubtedly

De même a-t-il été décidé que la matière des pertes de vies humaines, dommages corporels et autres concernant les passagers et les équipages, relevait des lois nationales et parfois de dispositions d'ordre public, et devait être exclue des Règles.

#### LES REGLES LETTREES

En bref, ces ces dispositions reprennent les règles générales du droit en matière d'indemnisation des dommages subis en matière d'abordage.

##### LA REGLE A

Comme il a été dit ci-dessus, les Règles "peuvent être adoptées", mais elles n'ont en aucune façon la force d'une loi. Lors de l'examen des règles par l'Assemblée du C.M.I. en avril 1987, il a été décidé de mettre en annexe aux Règles le texte d'une formule d'accord pour l'adoption des Règles par les parties intéressées.

##### LA REGLE B

Cette Règle confirme que les Règles ne concernent pas la détermination des responsabilités, non plus qu'elles ne portent atteinte aux droits de limitation de responsabilité.

##### LA REGLE C

consacre la primauté des Règles Numérotées et combine, d'une façon satisfaisante, "l'appréciation raisonnable des faits avec le concept du lien de causalité" avec la perte éprouvée.

##### REGLE D

Le principe d'une "restitutio in integrum" a été retenu et est parfaitement exprimé dans cette Règle pour le calcul du dommage; les rédacteurs ont été de l'avoir qu'il était nécessaire de rappeler le principe.

##### REGLE E

La Règle est le reflet exact tout d'abord du principe latin "actori incumbit onus probandi" (la charge de la preuve incombe au demandeur) et deuxièmement du principe de la mitigation. Cette Règle établit aussi que la charge de la preuve incombe au défendeur s'il allègue que la victime aurait pu éviter ou minimiser la perte ou le dommage par l'exercice d'une diligence raisonnable.

#### LES REGLES NUMEROTEES

##### REGLES I, II, III:

Perte totale; Avarie au navire; Biens à bord. Ces Règles sont indiscutables

the result of patient and exhaustive study of all the problems relating to their subject matter which may be encountered by the jurist or the practitioner. They faithfully reflect the solutions given by the courts and/or by arbitrators in every maritime country. It is believed unnecessary to add comments on these provisions; one need only read them to be convinced that the requirements of jurists and practitioners are fully satisfied.

RULE IV :

Interest. This Rule corresponds to the usual practice.

RULE V :

Currency. The problem was raised at Lisbon by the delegates of countries where galloping inflation is causing havoc. This explains the existence of this provision, and the reference to "Special Drawing Rights" (S.D.R.s), which by definition, are a stable currency. The choice of S.D.R.s may prove beneficial in many cases.

**CONCLUSION**

To conclude, one must hope that the Rules will, in time, achieve sufficient approval in international shipping and insurance circles. If this proves to be the case, the C.M.I. will once again deserve the recognition of the maritime community.

Jean Warot.

ment le résultat d'une étude patiente et exhaustive de tous les problèmes qui peuvent être rencontrés par le juriste ou le praticien. Elles reflètent fidèlement les solutions qui sont données par les tribunaux ou par les arbitres dans tous les pays maritimes. Il n'est pas nécessaire de les commenter. Il suffit de les lire pour être convaincu que les exigences des juristes ou des praticiens ont reçu satisfaction.

REGLE IV :

Intérêt. Cette Règle correspond à l'usage.

REGLE V :

Monnaie de compte. Le problème avait été évoqué à Lisbonne par les délégués des pays où une inflation galopante cause des désordres. Ceci explique l'existence de cette disposition et une référence aux Droits de tirage spéciaux qui, par définition, correspondent à une monnaie stable. Le choix du DTS s'avèrera bénéfique dans de nombreux cas.

**EN CONCLUSION**

Il faut souhaiter que les Règles recevront une approbation suffisante des cercles internationaux de l'armement et de l'assurance, et si c'est le cas, le CMI aura mérité une fois encore la reconnaissance de la communauté maritime.

Jean Warot.

**Sea Waybills**

**Lettres de Transport Maritime**

The International Subcommittee on Sea Waybills met on 9th October, 1987 in the Inner Temple Hall in London under the chairmanship of Sir Anthony Lloyd, in order to discuss the first draft of a set of Uniform Rules designed for incorporation into Sea Waybills. Delegates from some 14 countries were in attendance, and in addition observers from BIMCO, ECE, UNCITRAL, UNCTAD, and ICS were present and took part in the discussions.

Sir Anthony Lloyd opened by welcoming the delegates to London and thanking the various countries who had been able to send written responses to the draft Rules in advance of the meeting. Those responses were not only extremely thought provoking, but raised a multiplicity of issues relating both to the broad policy which should underly the Rules generally and the content of individual Rules.

The broad issues of principle, which were debated first, were fourfold. First, there was the question of whether the Rules should attempt to be exhaustive; secondly, the question of whether they should only address problems unique to sea waybills; thirdly, the question of whether any of the various regimes governing responsibility for cargo should be mandated by the Rules, and if so which; and fourthly, the question of whether the Rules should be drafted so as to be suitable for multimodal transport.

The discussion emphasised the need to make the Rules both usable and generally acceptable and the consequent necessity to keep the Rules as simple as possible; and the desire to put carriers and cargo interests as far as possible in the same position as each would have been in had a bill of lading been utilised. In the light of these overall considerations, it was decided that the Rules should not be exhaustive and should be designed for use with the carrier's standard terms and conditions, with a provision to ensure the paramountcy of the Rules in case of conflict; that the Rules should be limited to deal only with problems created by the nature of waybills rather than attempting to address problems common to waybills and bills of lading; that the liability regime should be approximated to that which would have been applicable had a bill of lading been issued; and that the Rules should be drafted to be suitable for multimodal transport.

The Subcommittee then turned to consideration of the individual provisions of the draft, and various possible amendments and improvements were suggested and discussed. Again, the overall considerations which had been highlighted in the previous discussion provided the impetus for certain changes. Thus clauses dealing with rights of suit, freight and uncollected goods were deleted - leaving these matters to be dealt with by the carrier's terms and conditions or individual national laws - whilst the provisions dealing with the carrier's responsibility for cargo were amended so as to ensure insofar as possible that liability under a sea waybill would be the same as under a bill of lading. Finally, it was decided that the right of control should be transferable at the option of the parties. It was, however, felt that the provision in the original draft designed to give effect to such a transfer and to give the consignee rights of suit in certain of the common law jurisdictions might give rise to problems in the civil law countries, and it was accordingly determined that that provision should once again be redrafted in an attempt to ensure that it would take effect only to give the consignee the necessary rights without running the risk of imposing extra liabilities on the shipper which might not be desired.

The Subcommittee then moved on to consider the draft Rules for Electronic Transmission of Documents. John Moore, of the U.S. Maritime Law Association opened by outlining the historical background before turning to the Rules themselves. The general view was expressed that whilst the basic scheme was a workable one, it required the availability of a third party to act as a databank, and that at present no commercial organisation was showing interest in acting as such. Moreover, since in addition to this factor, few countries had made comments on the draft Rules, the Subcommittee decided that further time should be given for consideration of those Rules.

In the light of all this, it was decided that a revised version of both sets of Rules would be sent out for further consideration and comment in January 1988. It was hoped that as many Associations as possible would give their views on the Rules; those responses should if possible be received by Sir Anthony Lloyd a month in advance of the CMI Assembly on 22 April 1988, in order that the Assembly could be given a report summarising the gist of those further comments.

Christopher Hancock.

# **Instituto Hispano-Luso-Americanano de Derecho Maritimo**

During the Conference of the CMI held in Lisbon in May 1985, the Maritime Law Associations of the Spanish and Portuguese speaking countries held preliminary talks with a view to creating an association for the harmonization of their maritime laws. Following that initiative, a constituent assembly was convened in Sevilla on 19-21 October, 1987. Delegations of 11 countries attended the Assembly : Argentina, Brazil, Chile, Colombia, Ecuador, Mexico, Peru, Portugal, Spain, Uruguay and Venezuela.

The President of the CMI was invited to attend. The Constitution was approved unanimously on 21st October and Dr. Mario Raposo, former Minister of Justice of Portugal, was elected President for the first three years.

The object of the Institute is to further the development and the unification of maritime law in the Hispano-Luso-American area, co-ordinating this activity with that of other public and private organizations, to promote the study of maritime law and of its history and the organization of maritime arbitration.

In a speech at the Closing Session of the Assembly, the President of the CMI welcomed the constitution of the Institute and stated that the Institute could act as a vehicle for the transmission to the CMI of the points of view of the Hispano-Luso-American Associations of Maritime Law on the issues at any time under consideration by the CMI.

Francesco Berlingieri.

## **Albert Lilar Prize**

The Board of the Albert Lilar Foundation has awarded the 1987 Prize of that Foundation to Mr. Enrico Vincenzini of Genoa for his book "Profili Internazionali Del Soccorso in Mare".

## **Prix Albert Lilar**

Le Jury de la Fondation Albert Lilar a décerné le Prix 1987 de cette Fondation à Monsieur Enrico Vincenzini de Gênes pour son livre "Profili Internazionali Del Soccorso in Mare".

## **New Working Groups**

The Executive Council has decided at its meeting in London on 18 September, 1987 to set up the following Working Groups :

### **1. Draft International Convention on International Financial Leasing**

UNIDROIT has prepared a draft International Convention on International Financial Leasing and has requested the opinion of the C.M.I. on the choice of the law applicable to ships, in advance of the Diplomatic Conference that will convene in May 1988.

## **Nouveaux Groupes de Travail**

Lors de sa réunion à Londres le 18 septembre 1987, le Conseil Exécutif a décidé la création des groupes de travail suivants:

### **1. Projet de Convention Internationale sur le Leasing financier international**

UNIDROIT a préparé un projet de Convention Internationale sur le Leasing financier international et a sollicité l'opinion du C.M.I. sur le choix de la loi applicable aux navires, et ce, en anticipation de la Conférence Diplomatique qui doit se tenir en mai 1988.

This as well as the wider and complex problem of the extension of the scope of application of the draft convention to ships will be submitted to the 1988 regular CMI Assembly.

These questions will, meanwhile, have been studied by a Working Group consisting of Jan Ramberg, J.C.Schultsz, Allan Philip and Richard Barnett.

## 2. Risk Distribution in the Carriage of Goods

Professor J.Ramberg (Chairman), Professor D.Richter-Hannes, Mr.L.Tricot and Mr.J.Warot.

## 3. Leasing and Demise Chartering of Ships

Professor J.C.Schultsz (Chairman), Mr.A.Phillip, Professor J.Ramberg and Mr.R.Barnett.

Ceci, de même que le problème bien plus large et complexe de l'extension du domaine d'application du projet de convention aux navires, sera soumis à l'Assemblée régulière du CMI de 1988. Ces questions auront été étudiées entre-temps par un groupe de travail composé de Jan Ramberg, J.C.Schultsz, Allan Philip et Richard Barnett.

## 2. La répartition des risques en matière de transport de marchandises.

Le Professeur J.Ramberg (Président), le Professeur D.Richter-Hannes, M.L.Tricot et M.J.Warot.

## 3. Leasing et affrètement coque nue de navires

Professeur J.C.Schultsz(Président), M.A.Phillip, Professeur J.Ramberg et M.R.Barnett.

## Brussels Conventions

### RIDERS TO THE STATEMENT OF THE RATIFICATIONS TO THE BRUSSELS INTERNATIONAL MARITIME LAW CONVENTIONS

#### DENUNCIATION BY FRANCE

On 15 July, 1987 was registered with the Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, the denunciation by France of the following Convention and Protocol of signature:

INTERNATIONAL CONVENTION RELATING TO THE LIMITATION OF THE LIABILITY OF OWNERS OF SEA-GOING SHIPS AND PROTOCOL OF SIGNATURE, SIGNED AT BRUSSELS ON 10 OCTOBER, 1957.

According to the dispositions of Article 13 of the Convention, the denunciation will apply with regard to France, on 15 July, 1988.

#### WITHDRAWAL OF RESERVATION BY SWITZERLAND

On 24 June, 1987 was registered with the Ministère des Affaires Etrangères, du commerce extérieur et de la coopération au développement de Belgique, the notification by Switzerland of the withdrawal of the reservation made at the time of the ratification of the following Convention :

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO CARRIAGE OF PASSENGERS BY SEA AND PROTOCOL MADE AT BRUSSELS ON 29 APRIL, 1961.

## Conventions de Bruxelles

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

#### DENONCIATION PAR LA FRANCE

Le 15 juillet 1987 a été enregistrée au Ministère des Affaires Etrangères, du Commerce Extérieur et de la Coopération au Développement de Belgique, la dénonciation par la France de la Convention et du Protocole de signature suivants:

CONVENTION INTERNATIONALE SUR LA LIMITATION DE LA RESPONSABILITE DES PROPRIETAIRES DE NAVIRES DE MER ET PROTOCOLE DE SIGNATURE, SIGNES A BRUXELLES LE 10 OCTOBRE 1957.

Conformément aux dispositions de l'Article 13 de la Convention, la dénonciation produira ses effets à l'égard de la France le 15 juillet 1988.

#### RETRAIT DE RESERVE PAR LA SUISSE

Le 24 juin 1987 a été reçue au Ministère des Affaires Etrangères, du commerce extérieur et de la coopération au développement de Belgique, notification par la Suisse du retrait de la réserve faite lors de la signature de la Convention suivante :

CONVENTION INTERNATIONALE POUR L'UNIFICATION DE CERTAINES REGLES EN MATIERE DE TRANSPORT DE PASSAGERS PAR MER ET PROTOCOLE, FAITS A BRUXELLES LE 29 AVRIL 1961.

## IMO Conventions

RIDERS TO THE STATEMENT OF THE RATIFICATIONS AND ACCESSIONS TO THE IMO CONVENTIONS IN THE FIELD OF PRIVATE MARITIME LAW.

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

accession : India 1 May, 1987

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

accession : India 1 May, 1987

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

accession : Nigeria 11 September, 1987.

CONVENTION ON LIMITATION OF LIABILITY FOR MARITIME CLAIMS (LLMC 1976)

ratification: Federal Republic of Germany, 12 May, 1987.

PROTOCOL OF 1984 TO AMEND THE INTERNATIONAL CONVENTION ON CIVIL LIABILITY FOR OIL POLLUTION DAMAGE, 1969 (CLC PROT 1984)

accession : Peru 26 August, 1987

ratification: France 8 September, 1987

PROTOCOL OF 1984 TO AMEND THE INTERNATIONAL CONVENTION ON THE ESTABLISHMENT OF AN INTERNATIONAL FUND FOR COMPENSATION FOR OIL POLLUTION DAMAGE, 1971 (FUND PROT 1984)

approval : France 8 September, 1987.

## Conventions OMI

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

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

adhésion : Inde 1 mai 1987

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

adhésion : Inde 1 mai 1987

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

adhésion : Nigeria 11 septembre 1987

CONVENTION SUR LA LIMITATION DE LA RESPONSABILITE EN MATIERE DE CREANCES MARITIMES (LLMC 1976)

ratification: République Fédérale d'Allemagne, 12 mai 1987.

PROTOCOLE DE 1984 PORTANT MODIFICATION A LA CONVENTION INTERNATIONALE SUR LA RESPONSABILITE CIVILE POUR LES DOMMAGES DUS A LA POLLUTION PAR LES HYDROCARBURES, 1969 (CLC PROT 1984)

adhésion : Pérou 26 août 1987

ratification: France 8 septembre 1987

PROTOCOLE DE 1984 PORTANT MODIFICATION A LA CONVENTION INTERNATIONALE PORTANT SUR LA CREATION D'UN FONDS INTERNATIONAL D'INDEMNISATION POUR LES DOMMAGES DUS A LA POLLUTION PAR LES HYDROCARBURES, 1971 (FUND PROT 1984)

approbation : France 8 septembre 1987.

## CMI Yearbook 1987/1988

In order to obviate the inconveniences derived from the publication late in the year of the CMI YEARBOOK, it is intended to issue same at the end of January, 1988.

The Member Associations are therefore kindly requested to send their replies to the questions put in our circular letter dated 28 October, 1987 to the CMI Secretariat and in particular the alterations and additions which they wish to be taken into account in the next issue of the CMI YEARBOOK, at the latest on 15 December next.

Their understanding and cooperation will be much appreciated.

## Annuaire CMI 1987/1988

Afin de remédier aux inconvénients découlant de la publication tardive en cours d'année de l'ANNUAIRE CMI, il est envisagé de publier celui-ci dès la fin Janvier 1988.

Les Associations Membres sont dès lors priées de faire parvenir au Secrétariat du CMI leurs réponses à notre lettre circulaire du 28 octobre 1987 et particulièrement les modifications et ajoutés qui devraient figurer dans la prochaine édition de l'ANNUAIRE CMI, et ce au plus tard le 15 décembre prochain.

Leurs compréhension et coopération seront vivement appréciées.

## Personalia

### CANADA

The new Board of the Canadian Maritime Law Association is composed as follows:

Le nouveau Bureau de l'Association Canadienne de Droit Maritime est composé comme suit :

President	: David BRANDER-SMITH, Vancouver B.C.
Immediate Past-President	: Jean BRISSET, Q.C., Montréal, Quebec.
Vice-Presidents	: W. David ANGUS, Q.C., Montreal, Quebec A. Barry OLAND, Vancouver, B.C. Nigel H. FRAWLEY, Toronto, Ontario John L.JOY, St.John's Nfld. Professor Edgar GOLD, Halifax, N.S.
Secretary and Treasurer	: B.N.MALOTT, Montreal, Quebec.
Executive Committee	: David L.D.BEARD, Q.C., Toronto, Ontario Trevor H.BISHOP, Montreal, Quebec Johanne GAUTHIER, Montreal, Quebec James E.GOULD, Q.C., Halifax, N.S Sean J.HARRINGTON, Montreal, Quebec M.Robert JETTE, Saint John, N.B. William M.SHARPE, Toronto, Ontario Guy VAILLANCOURT, Quebec, Quebec.

### J A P A N

In alteration to what appears in the "Summer 1987" issue of the CMI NEWS LETTER, the Vice-Presidents of the Japanese Maritime Law Association are:

En rectification de ce qui est mentionné dans CMI NEWS LETTER - Eté 1987 ", les Vice-Présidents de l'Association Japonaise de Droit Maritime sont :

Mr. Shiro ABE  
Mr. Takeo HORI  
Mr. Tadayasu KODAMA  
Mr. Kozaburo MATSUNAMI  
Mr. Yoshio SHINODA  
Mr. Takeo SUZUKI  
Mr. Hisashi TANIKAWA

### CMI Publications

#### REMINDER

We remind all interested persons and in particular non-members of the CMI that they should apply for CMI Publications and in particular for the new Compendium of INTERNATIONAL CONVENTIONS ON MARITIME LAW as well as for the subscriptions to the CMI NEWS LETTER and YEARBOOK to the publishers :

### Publications du CMI

#### RAPPEL

Nous rappelons aux intéressés et en particulier aux non-membres du CMI qu'il convient de s'adresser pour les publications du CMI et en particulier pour le nouveau recueil des CONVENTIONS INTERNATIONALES DE DROIT MARITIME ainsi que pour les abonnements aux CMI NEWS LETTER et ANNUAIRE à la maison d'édition :

Almqvist & Wiksell International  
The Almqvist & Wiksell Periodical Company  
P.O.Box 638, S-101 28 Stockholm, Sweden  
Tel.: 23.79.90 - Telex: 12430 Almqwik S.

## **Next Meetings**

### **THE EXECUTIVE COUNCIL**

The next meeting of the Executive Council will be held on Thursday 21 April, 1988 and will start at 19:00 at the Brussels Hilton.

### **THE ASSEMBLY**

The 1988 regular meeting of the Assembly will be held on Friday 22 April, 1988.

The venue will be the Brussels Hilton, Boulevard de Waterloo 38, B-1000 Brussels (Tel:32(2)513.88.77 - Tlx:(22744).

Arrangements have been made with the Brussels Hilton for a block reservation of rooms for the delegates at a reduced price.

Hence, when the delegates effect their bookings with the Brussels Hilton, they should mention that they are attending the CMI Assembly meeting.

### **SEMINAR IN LAGOS**

The Seminar on Carriage of Goods by Sea will take place from Sunday 24 to Friday 29 April, 1988. Speakers representing the CMI will be: the President and W. Birch Reynardson, H.Kacic, J.Ramberg, J.Villeneau.

## **Prochaines Réunions**

### **LE CONSEIL EXECUTIF**

La prochaine réunion du Conseil Exécutif se tiendra le jeudi 21 avril 1988 à 19h00 à l'Hôtel Brussels Hilton.

### **L'ASSEMBLEE**

La réunion statutaire 1988 de l'Assemblée aura lieu le vendredi 22 avril 1988 à l'Hôtel Brussels Hilton, Boulevard de Waterloo 38, B-1000 Bruxelles (Tél.:32 (2)513.88.77 - Tlx: (22744).

Un arrangement a été pris avec l'Hôtel Brussels Hilton pour la réservation d'un certain nombre de chambres à prix réduit. Il convient, dès lors, que lorsqu'ils effectuent leurs réservations au Brussels Hilton, les délégués signalent qu'ils assisteront à l'Assemblée du CMI.

### **SEMINAIRE A LAGOS**

Ce Séminaire sur le transport par mer des marchandises aura lieu du dimanche 24 au vendredi 29 avril 1988. Les orateurs représentant le CMI seront : Le Président et W.Birch Reynardson, H.Kacic, J.Ramberg, J.Villeneau.

