

# **YEARBOOK**

## **2002**

# **ANNUAIRE**



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PART I

**Organization of  
the CMI**

# *Comité Maritime International*

## CONSTITUTION

1992\*

### PART I - GENERAL

#### **Article 1**

##### **Object**

The Comité Maritime International is a non-governmental international organization, the object of which is to contribute by all appropriate means and activities to the unification of maritime law in all its aspects.

To this end it shall promote the establishment of national associations of maritime law and shall cooperate with other international organizations.

#### **Article 2**

##### **Domicile**

The domicile of the Comité Maritime International is established in Belgium.

#### **Article 3**

##### **Membership**

- a) The Comité Maritime International shall consist of national (or multinational) Associations of Maritime Law, the objects of which conform to that of the Comité Maritime International and the membership of which is open to persons (individuals or bodies corporate) who either are involved in maritime activities or are specialists in maritime law. Member Associations should endeavour to present a balanced view of the interests represented in their Association.

Where in a State there is no national Association of Maritime Law in existence, and an organization in that State applies for membership of the Comité Maritime International, the Assembly may accept such organization as a Member of the Comité Maritime International if it is satisfied that the object of such organization, or one of its objects, is the unification of maritime law

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\* The Constitution has been amended by the Assembly of the CMI held in Singapore on 16<sup>th</sup> February 2001. The new Constitution will enter into force, pursuant to its Article 24, on the tenth day following its publication in the *Moniteur belge*.

# *Comité Maritime International*

## STATUTS

1992\*

### Ière PARTIE - DISPOSITIONS GENERALES

#### **Article 1er**

##### **Objet**

Le Comité Maritime International est une organisation non-gouvernementale internationale qui a pour objet de contribuer, par tous travaux et moyens appropriés, à l'unification du droit maritime sous tous ses aspects.

Il favorisera à cet effet la création d'Associations nationales de droit maritime. Il collaborera avec d'autres organisations internationales.

#### **Article 2**

##### **Siège**

Le siège du Comité Maritime International est fixé en Belgique.

#### **Article 3**

##### **Membres**

a) Le Comité Maritime International se compose d'Associations nationales (ou multinationales) de droit maritime, dont les objectifs sont conformes à ceux du Comité Maritime International et dont la qualité de membre est accordée à toutes personnes (personnes physiques ou personnes morales) qui, ou bien participent aux activités maritimes, ou bien sont des spécialistes du droit maritime. Chaque Association membre s'efforcera de maintenir l'équilibre entre les divers intérêts représentés dans son sein.

Si dans un pays il n'existe pas d'Association nationale et qu'une organisation de ce pays pose sa candidature pour devenir membre du Comité Maritime International, l'Assemblée peut accepter une pareille organisation comme membre du Comité Maritime International après s'être assurée que l'objectif, ou un des objectifs, poursuivis par cette

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\* Le 16 février 2001, l'Assemblée du CMI, réunie à Singapour, a modifié les statuts. Les nouveaux statuts entrèrent en vigueur le dixième jour après leur publication au Moniteur belge.



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*Part I - Organization of the CMI*

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in all its aspects. Whenever reference is made in this Constitution to Member Associations, it will be deemed to include any organization admitted as a Member pursuant to this Article.

Only one organization in each State shall be eligible for membership, unless the Assembly otherwise decides. A multinational Association is eligible for membership only if there is no Member Association in any of its constituent States.

- b) Individual members of Member Associations may be appointed by the Assembly as Titulary Members of the Comité Maritime International upon (i) the proposal of the Association concerned, endorsed by the Executive Council, or (ii) the proposal of the Executive Council. The appointment shall be of an honorary nature and shall be decided having regard to the contributions of the candidates to the work of the Comité Maritime International, and/or to their services rendered in legal or maritime affairs in furtherance of international uniformity of maritime law or related commercial practice. Titulary Members shall not be entitled to vote.

Titulary Members presently or formerly belonging to an association which is no longer a member of the Comité Maritime International may continue to be individual Titulary Members at large, pending the formation of a new Member Association in their State.\*

- c) Nationals of States where there is no Member Association in existence and who have demonstrated an interest in the object of the Comité Maritime International, may upon the proposal of the Executive Council be admitted as Provisional Members, but shall not be entitled to vote. A primary objective of Provisional Membership is to facilitate the organization and establishment of new Member national or regional Associations of Maritime Law. Provisional Membership is not normally intended to be permanent, and the status of each Provisional Member will be reviewed at three-year intervals. However, individuals who have been Provisional Members for not less than five years may upon the proposal of the Executive Council be appointed by the Assembly as Titulary Members, to the maximum number of three such Titulary Members from any one State.\*
- d) The Assembly may appoint to Membership *Honoris Causa* any individual who has rendered exceptional service to the Comité Maritime International, with all of the rights and privileges of a Titulary Member but without payment of contributions.

Members *Honoris Causa* shall not be attributed to any Member Association or State, but shall be individual Members of the Comité Maritime International as a whole.

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\* Paragraphs (b) and (c) have been amended by the CMI Assembly held on 8 May 1999.

*Constitution*

organisation est l'unification du droit maritime sous tous ses aspects. Toute référence dans les présents statuts à des Associations membres comprendra toute organisation qui aura été admise comme membre conformément au présent article.

Une seule organisation par pays est éligible en qualité de membre du Comité Maritime International, à moins que l'Assemblée n'en décide autrement. Une association multinationale n'est éligible en qualité de membre que si aucun des Etats qui la composent ne possède d'Association membre.

- b) Des membres individuels d'Associations Membres peuvent être nommés Membres Titulaires du Comité Maritime International par l'Assemblée (i) sur proposition émanant de l'Association intéressée et ayant recueilli l'approbation du Conseil Exécutif, ou (ii) sur proposition du Conseil Exécutif. Cette nomination aura un caractère honorifique et sera décidée en tenant compte des contributions apportés par les candidats à l'œuvre du Comité Maritime International, et/ou des services qu'ils auront rendus dans le domaine du droit ou des affaires maritimes dans la poursuite de l'uniformisation internationale du droit maritime ou des pratiques commerciales qui y sont liées. Les Membres Titulaires n'auront pas le droit de vote.

Les Membres Titulaires appartenant ou ayant appartenu à une Association qui n'est plus membre du Comité Maritime International peuvent rester membres titulaires individuels hors cadre, en attendant la constitution d'une nouvelle Association membre dans leur Etat.\*

- c) Les nationaux des pays où il n'existe pas d'Association membre mais qui ont fait preuve d'intérêt pour les objectifs du Comité Maritime International peuvent, sur proposition du Conseil Exécutif, être admis comme Membres Provisoires, mais ils n'auront pas le droit de vote. L'un des objectifs essentiels du statut de Membre Provisoire est de favoriser la mise en place et l'organisation, au plan national ou régional, de nouvelles Associations de Droit Maritime affiliées au Comité Maritime International. Le statut de Membre Provisoire n'est pas normalement destiné à être permanent, et la situation de chaque Membre Provisoire sera examinée tous les trois ans. Cependant, les personnes physiques qui sont Membres Provisoires depuis cinq ans au moins peuvent, sur proposition du Conseil Exécutif, être nommées Membres Titulaires par l'Assemblée, à concurrence d'un maximum de trois par pays.\*
- d) L'Assemblée peut nommer membre d'honneur, jouissant des droits et privilèges d'un membre titulaire mais dispensé du paiement des cotisations, toute personne physique ayant rendu des services exceptionnels au Comité Maritime International.

Les membres d'honneur ne relèvent d'aucune Association membre ni d'aucun Etat, mais sont à titre personnel membres du Comité Maritime International pour l'ensemble de ses activités.

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\* Les paragraphes (b) and (c) ont été modifiés par l'Assemblée du CMI qui a eu lieu le 8 mai 1999.

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*Part I - Organization of the CMI*

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- e) International organizations which are interested in the object of the Comité Maritime International may be admitted as Consultative Members but shall not be entitled to vote.

## **PART II - ASSEMBLY**

### **Article 4**

#### **Composition**

The Assembly shall consist of all Members of the Comité Maritime International and the members of the Executive Council.

Each Member Association and Consultative Member may be represented in the Assembly by not more than three delegates.

As approved by the Executive Council, the President may invite Observers to attend all or parts of the meetings of the Assembly.

### **Article 5**

#### **Meetings**

The Assembly shall meet annually on a date and at a place decided by the Executive Council. The Assembly shall also meet at any other time, for a specified purpose, if requested by the President, by ten of its Member Associations or by the Vice-Presidents. At least six weeks notice shall be given of such meetings.

### **Article 6**

#### **Agenda and Voting**

Matters to be dealt with by the Assembly, including election to vacant offices, shall be set out in the agenda accompanying the notice of the meeting. Decisions may be taken on matters not set out in the agenda, other than amendments to this Constitution, provided no Member Association represented in the Assembly objects to such procedure.

Each Member Association present in the Assembly and entitled to vote shall have one vote. The right to vote cannot be delegated or exercised by proxy.

All decisions of the Assembly shall be taken by a simple majority of Member Associations present, entitled to vote, and voting. However, amendments to this Constitution shall require the affirmative vote of a two-thirds majority of all Member Associations present, entitled to vote, and voting.

### **Article 7**

#### **Functions**

The functions of the Assembly are:

- a) To elect the Officers of the Comité Maritime International;
- b) To admit new members and to appoint, suspend or expel members;
- c) To fix the rates of member contributions to the Comité Maritime International;

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- e) Les organisations internationales qui s'intéressent aux objectifs du Comité Maritime International peuvent être admises en qualité de membres consultatifs, mais n'auront pas le droit de vote.

## 2ème PARTIE - ASSEMBLEE

### Article 4

#### Composition

L'Assemblée est composée de tous les membres du Comité Maritime International et des membres du Conseil Exécutif.

Toute Association membre et tout membre consultatif peuvent être représentés à l'Assemblée par trois délégués au maximum.

Le Président peut, avec l'approbation du Conseil Exécutif, inviter des observateurs à assister, totalement ou partiellement, aux réunions de l'Assemblée.

### Article 5

#### Réunions

L'Assemblée se réunit chaque année à la date et au lieu fixés par le Conseil Exécutif. L'Assemblée se réunit en outre à tout autre moment, avec un ordre du jour déterminé, à la demande du Président, de dix de ses Associations membres, ou des Vice-Présidents. Le délai de convocation est de six semaines au moins.

### Article 6

#### Ordre du jour et votes

Les questions dont l'Assemblée devra traiter, y compris les élections à des charges vacantes, seront exposées dans l'ordre du jour accompagnant la convocation aux réunions. Des décisions peuvent être prises sur des questions non inscrites à l'ordre du jour, exception faite de modifications aux présents statuts, pourvu qu'aucune Association membre représentée à l'Assemblée ne s'oppose à cette façon de faire.

Chaque Association membre présente à l'Assemblée et jouissant du droit de vote dispose d'une voix. Le droit de vote ne peut pas être délégué ni exercé par procuration.

Toutes les décisions de l'Assemblée sont prises à la majorité simple des Associations membres présentes, jouissant du droit de vote, et prenant part au vote. Toutefois, le vote positif d'une majorité des deux tiers de toutes les Associations membres présentes, jouissant du droit de vote et prenant part au vote sera nécessaire pour modifier les présents statuts.

### Article 7

#### Fonctions

Les fonctions de l'Assemblée consistent à:

- a) Elire les membres du Bureau du Comité Maritime International;
- b) Admettre de nouveaux membres et nommer, suspendre ou exclure des membres;
- c) Fixer les montants des cotisations des membres du Comité Maritime International;

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*Part I - Organization of the CMI*

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- d) To consider and, if thought fit, approve the accounts and the budget;
- e) To consider reports of the Executive Council and to take decisions on the future activity of the Comité Maritime International;
- f) To approve the convening and decide the agenda of, and ultimately approve resolutions adopted by, International Conferences;
- g) To amend this Constitution;
- h) To adopt rules of procedure not inconsistent with the provisions of this Constitution.

### **PART III - OFFICERS**

#### **Article 8**

##### **Designation**

The Officers of the Comité Maritime International shall be:

- a) The President,
- b) The Vice-Presidents,
- c) The Secretary-General,
- d) The Treasurer,
- e) The Administrator (if an individual), and
- f) The Executive Councillors.

#### **Article 9**

##### **President**

The President of the Comité Maritime International shall preside over the Assembly, the Executive Council, and the International Conferences convened by the Comité Maritime International. He shall be an ex-officio member of any Committee, International Sub-Committee or Working Group appointed by the Executive Council.

With the assistance of the Secretary-General and the Administrator he shall carry out the decisions of the Assembly and of the Executive Council, supervise the work of the International SubCommittees and Working Groups, and represent the Comité Maritime International externally.

In general, the duty of the President shall be to ensure the continuity and the development of the work of the Comité Maritime International.

The President shall be elected for a full term of four years and shall be eligible for re-election for one additional term.

#### **Article 10**

##### **Vice-Presidents**

There shall be two Vice-Presidents of the Comité Maritime International, whose principal duty shall be to advise the President and the Executive Council, and whose other duties shall be assigned by the Executive Council.

The Vice-Presidents, in order of their seniority as officers of the Comité Maritime International, shall substitute for the President when the President is absent or is unable to act.

Each Vice-President shall be elected for a full term of four years, and shall be eligible for reelection for one additional term.

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- d) Examiner et, le cas échéant, approuver les comptes et le budget;
- e) Etudier les rapports du Conseil Exécutif et prendre des décisions concernant les activités futures du Comité Maritime International;
- f) Approuver la convocation et fixer l'ordre du jour de Conférences Internationales du Comité Maritime International, et approuver en dernière lecture les résolutions adoptées par elles;
- g) Modifier les présents statuts;
- h) Adopter des règles de procédure sous réserve qu'elles soient conformes aux présents statuts.

### 3ème PARTIE - MEMBRES DU BUREAU

#### **Article 8**

##### **Désignation**

Les membres du Bureau du Comité Maritime International sont:

- a) le Président,
- b) les Vice-Présidents,
- c) le Secrétaire Général,
- d) le Trésorier,
- e) l'Administrateur (s'il est une personne physique) et
- f) les Conseillers Exécutifs.

#### **Article 9**

##### **Le Président**

Le Président du Comité Maritime International préside l'Assemblée, le Conseil Exécutif et les Conférences Internationales convoquées par le Comité Maritime International. Il est membre de droit de tout comité, de toute commission internationale ou de tout groupe de travail désignés par le Conseil Exécutif.

Avec le concours du Secrétaire Général et de l'Administrateur il met à exécution les décisions de l'Assemblée et du Conseil Exécutif, surveille les travaux des commissions internationales et des groupes de travail, et représente, à l'extérieur, le Comité Maritime International.

D'une manière générale, la mission du Président consiste à assurer la continuité et le développement du travail du Comité Maritime International.

Le Président est élu pour un mandat entier de quatre ans et est rééligible une fois.

#### **Article 10**

##### **Les Vice-Présidents**

Le Comité Maritime International comprend deux Vice-Présidents, dont la mission principale est de conseiller le Président et le Conseil Exécutif, et dont d'autres missions leur sont confiées par le Conseil Exécutif.

Le Vice-Président le plus ancien comme membre du Bureau du Comité Maritime International supplée le Président quand celui-ci est absent ou dans l'impossibilité d'exercer sa fonction.

Chacun des Vice-Présidents est élu pour un mandat entier de quatre ans, renouvelable une fois.

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*Part I - Organization of the CMI*

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**Article 11****Secretary-General**

The Secretary-General shall have particular responsibility for organization of the non-administrative preparations for International Conferences, Seminars and Colloquia convened by the Comité Maritime International, and to maintain liaison with other international organizations. He shall have such other duties as may be assigned by the Executive Council and the President.

The Secretary-General shall be elected for a term of four years, and shall be eligible for reelection without limitation.

**Article 12****Treasurer**

The Treasurer shall be responsible for the funds of the Comité Maritime International, and shall collect and disburse, or authorize disbursement of, funds as directed by the Executive Council.

The Treasurer shall keep the financial accounts, and prepare the balance sheet for the preceding calendar year and the budgets for the current and next succeeding year, and shall present these not later than the 31st of January each year for review by the Executive Council and approval by the Assembly.

The Treasurer shall be elected for a term of four years, and shall be eligible for re-election without limitation.

**Article 13****Administrator**

The functions of the Administrator are:

- a) To give official notice of all meetings of the Assembly and the Executive Council, of International Conferences, Seminars and Colloquia, and of all meetings of Committees, International Sub Committees and Working Groups;
- b) To circulate the agendas, minutes and reports of such meetings;
- c) To make all necessary administrative arrangements for such meetings;
- d) To carry into effect the administrative decisions of the Assembly and of the Executive Council, and administrative determinations made by the President;
- e) To circulate such reports and/or documents as may be requested by the President, the Secretary General, the Treasurer or the Executive Council;
- f) In general to carry out the day by day business of the secretariat of the Comité Maritime International.

The Administrator may be an individual or a body corporate. If an individual, the Administrator may also serve, if elected to that office, as Treasurer of the Comité Maritime International.

The Administrator, if an individual, shall be elected for a term of four years, and shall be eligible for re-election without limitation. If a body corporate, the Administrator shall be appointed by the Assembly upon the recommendation of the Executive Council, and shall serve until a successor is appointed.

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**Article 11****Le Secrétaire Général**

Le Secrétaire Général a tout spécialement la responsabilité d'organiser les préparatifs, autres qu'administratifs, des Conférences Internationales, séminaires et colloques convoqués par le Comité Maritime International, et de poursuivre la liaison avec d'autres organisations internationales. D'autres missions peuvent lui être confiées par le Conseil Exécutif et le Président.

Le Secrétaire Général est élu pour un mandat de quatre ans, renouvelable sans limitation de durée.

**Article 12****Le Trésorier**

Le Trésorier répond des fonds du Comité Maritime International, il encaisse les fonds et en effectue ou en autorise le déboursement conformément aux instructions du Conseil Exécutif.

Le Trésorier établit les comptes financiers, prépare le bilan de l'année civile écoulée ainsi que les budgets de l'année en cours et de l'année suivante, et soumet ceux-ci, au plus tard le 31 janvier de chaque année, à l'examen du Conseil Exécutif et à l'approbation de l'Assemblée.

Le Trésorier est élu pour un mandat de quatre ans, renouvelable sans limitation de durée.

**Article 13****L'Administrateur**

Les fonctions de l'Administrateur consistent à :

- a) envoyer les convocations pour toutes les réunions de l'Assemblée et du Conseil Exécutif, des conférences internationales, séminaires et colloques, ainsi que pour toutes réunions de comités, de commissions internationales et de groupes de travail,
- b) distribuer les ordres du jour, procès-verbaux et rapports de ces réunions,
- c) prendre toutes les dispositions administratives utiles en vue de ces réunions,
- d) mettre à exécution les décisions de nature administrative prises par l'Assemblée et le Conseil Exécutif, et les instructions d'ordre administratif données par le Président,
- e) assurer les distributions de rapports et documents demandées par le Président, le Secrétaire Général, le Trésorier ou le Conseil Exécutif,
- f) d'une manière générale accomplir la charge quotidienne du secrétariat du Comité Maritime International.

L'Administrateur peut être une personne physique ou une personne morale. L'Administrateur personne physique peut également exercer la fonction de Trésorier du Comité Maritime International, s'il est élu à cette fonction.

L'Administrateur personne physique est élu pour un mandat de quatre ans, et est rééligible sans limite. L'Administrateur personne morale est élu par l'Assemblée sur proposition du Conseil Exécutif et reste en fonction jusqu'à l'élection d'un successeur.



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*Part I - Organization of the CMI*

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**Article 14****Executive Councillors**

There shall be eight Executive Councillors of the Comité Maritime International, who shall have the functions described in Article 18.

The Executive Councillors shall be elected upon individual merit, also giving due regard to balanced representation of the legal systems and geographical areas of the world characterized by the Member Associations.

Each Executive Councillor shall be elected for a full term of four years, and shall be eligible for re-election for one additional term.

**Article 15****Nominations**

A Nominating Committee shall be established for the purpose of nominating individuals for election to any office of the Comité Maritime International.

The Nominating Committee shall consist of:

- a) A chairman, who shall have a casting vote where the votes are otherwise equally divided, and who shall be elected by the Executive Council
- b) The President and past Presidents,
- c) One member elected by the Vice-Presidents, and
- d) One member elected by the Executive Councillors.

Notwithstanding the foregoing paragraph, no person who is a candidate for office may serve as a member of the Nominating Committee during consideration of nominations to the office for which he is a candidate.

On behalf of the Nominating Committee, the chairman shall first determine whether any officers eligible for re-election are available to serve for an additional term. He shall then solicit the views of the Member Associations concerning candidates for nomination. The Nominating Committee shall then make nominations, taking such views into account.

Following the decisions of the Nominating Committee, the chairman shall forward its nominations to the Administrator in ample time for distribution not less than one-hundred twenty days before the annual meeting of the Assembly at which nominees are to be elected.

Member Associations may make nominations independently of the Nominating Committee, provided such nominations are forwarded to the Administrator before the annual meeting of the Assembly at which nominees are to be elected.

**Article 16****Immediate Past President**

The Immediate Past President of the Comité Maritime International shall have the option to attend all meetings of the Executive Council with voice but without vote, and at his discretion shall advise the President and the Executive Council.

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*Constitution*

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**Article 14****Les Conseillers Exécutifs**

Le Comité Maritime International compte huit Conseillers Exécutifs, dont les fonctions sont décrites à l'article 18.

Les Conseillers Exécutifs sont élus en fonction de leur mérite personnel, en ayant également égard à une représentation équilibrée des systèmes juridiques et des régions du monde auxquels les Association membres appartiennent.

Chaque Conseiller Exécutif est élu pour un mandat entier de quatre ans, renouvelable une fois.

**Article 15****Présentations de candidatures**

Un Comité de Présentation de candidatures est mis en place avec mission de présenter des personnes physiques en vue de leur élection à toute fonction au sein du Comité Maritime International.

Le Comité de Présentation de candidatures se compose de:

- a) un président, qui a voix prépondérante en cas de partage des voix, et qui est élu par le Conseil Exécutif;
- b) le Président et les anciens Présidents du C.M.I.;
- c) un membre élu par les Vice-Présidents;
- d) un membre élu par les Conseillers Exécutifs.

Nonobstant les dispositions de l'alinéa qui précède, aucun candidat ne peut siéger au sein du Comité de Présentation pendant la discussion des présentations intéressant la fonction à laquelle il est candidat.

Agissant au nom du Comité de Présentation, son Président détermine tout d'abord s'il y a des membres du bureau qui, étant rééligibles, sont disponibles pour accomplir un nouveau mandat. Il demande ensuite l'avis des Associations membres au sujet des candidats à présenter. Tenant compte de ces avis, le Comité de Présentation fait alors des propositions.

Le président du Comité de Présentation transmet les propositions décidées par celui-ci à l'Administrateur suffisamment à temps pour être diffusées cent-vingt jours au moins avant l'Assemblée annuelle appelée à élire des candidats proposés.

Des Associations membres peuvent, indépendamment du Comité de Présentation, faire des propositions, pourvu que celles-ci soient transmises à l'Administrateur avant l'Assemblée annuelle appelée à élire des candidats présentés.

**Article 16****Le Président sortant**

Le Président sortant du Comité Maritime International a la faculté d'assister à toutes les réunions du Conseil Exécutif avec voix consultative mais non délibérative, et peut, s'il le désire, conseiller le Président et le Conseil Exécutif.

**PART IV - EXECUTIVE COUNCIL****Article 17****Composition**

The Executive Council shall consist of:

- a) The President,
- b) The Vice-Presidents,
- c) The Secretary-General,
- d) The Treasurer,
- e) The Administrator (if an individual),
- f) The Executive Councillors, and
- g) The Immediate Past President.

**Article 18****Functions**

The functions of the Executive Council are:

- a) To receive and review reports concerning contact with:
  - (i) The Member Associations,
  - (ii) The CMI Charitable Trust, and
  - (iii) International organizations;
- b) To review documents and/or studies intended for:
  - (i) The Assembly,
  - (ii) The Member Associations, relating to the work of the Comité Maritime International or otherwise advising them of developments, and
  - (iii) International organizations, informing them of the views of the Comité Maritime International on relevant subjects;
- c) To initiate new work within the object of the Comité Maritime International, to establish Standing Committees, International Sub-Committees and Working Groups to undertake such work, and to supervise them;
- d) To encourage and facilitate the recruitment of new members of the Comité Maritime International;
- e) To oversee the finances of the Comité Maritime International;
- f) To make interim appointments, if necessary, to the offices of Treasurer and Administrator;
- g.) To review and approve proposals for publications of the Comité Maritime International;
- h) To set the dates and places of its own meetings and, subject to Article 5, of the meetings of the Assembly, and of Seminars and Colloquia convened by the Comité Maritime International;
- i) To propose the agenda of meetings of the Assembly and of International Conferences, and to decide its own agenda and those of Seminars and Colloquia convened by the Comité Maritime International;
- j) To carry into effect the decisions of the Assembly;
- k) To report to the Assembly on the work done and on the initiatives adopted.

The Executive Council may establish and delegate to its own Committees and Working Groups such portions of its work as it deems suitable. Reports of such Committees and Working Groups shall be submitted to the Executive Council and to no other body.

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*Constitution*

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**4ème PARTIE - CONSEIL EXECUTIF****Article 17****Composition**

Le Conseil Exécutif est composé:

- a) du Président,
- b) des Vice-Présidents,
- c) du Secrétaire Général,
- d) du Trésorier,
- e) de l'Administrateur, s'il est une personne physique,
- f) des Conseillers Exécutifs,
- g) du Président sortant.

**Article 18****Fonctions**

Les fonctions du Conseil Exécutif sont:

- a) de recevoir et d'examiner des rapports concernant les relations avec:
  - (i) les Associations membres,
  - (ii) le "CMI Charitable Trust", et
  - (iii) les organisations internationales;
- b) d'examiner les documents et études destinés:
  - (i) à l'Assemblée,
  - (ii) aux Associations membres, concernant le travail du Comité Maritime International, et en les avisant de tout développement utile,
  - (iii) aux organisations internationales, pour les informer des vues du Comité Maritime International sur des sujets adéquats;
- c) d'aborder l'étude de nouveaux travaux entrant dans le domaine du Comité Maritime International, de créer à cette fin des comités permanents, des commissions internationales et des groupes de travail et de contrôler leur activité;
- d) d'encourager et de favoriser le recrutement de nouveaux membres du Comité Maritime International;
- e) de contrôler les finances du Comité Maritime International;
- f) en cas de besoin, de pourvoir à titre provisoire à une vacance de la fonction de Trésorier ou d'Administrateur;
- g) d'examiner et d'approuver les propositions de publications du Comité Maritime International;
- h) de fixer les dates et lieux de ses propres réunions et, sous réserve de l'article 5, des réunions de l'Assemblée, ainsi que des séminaires et colloques convoqués par le Comité Maritime International;
- i) de proposer l'ordre du jour des réunions de l'Assemblée et des Conférences Internationales, et de fixer ses propres ordres du jour ainsi que ceux des Séminaires et Colloques convoqués par le Comité Maritime International;
- j) d'exécuter les décisions de l'Assemblée;
- k) de faire rapport à l'Assemblée sur le travail accompli et sur les initiatives adoptées.

Le Conseil Exécutif peut créer ses propres comités et groupes de travail et leur déléguer telles parties de sa tâche qu'il juge convenables. Ces comités et groupes de travail feront rapport au seul Conseil Executif.

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*Part I - Organization of the CMI*

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**Article 19****Meetings and Quorum**

At any meeting of the Executive Council seven members, including the President or a VicePresident and at least three Executive Councillors, shall constitute a quorum. All decisions shall be taken by a simple majority vote. The President or, in his absence, the senior Vice-President in attendance shall have a casting vote where the votes are otherwise equally divided.

The Executive Council may, however, take decisions when circumstances so require without a meeting having been convened, provided that all its members are consulted and a majority respond affirmatively in writing.

**PART V - INTERNATIONAL CONFERENCES****Article 20****Composition and Voting**

The Comité Maritime International shall meet in International Conference upon dates and at places approved by the Assembly, for the purpose of discussing and taking decisions upon subjects on an agenda likewise approved by the Assembly.

The International Conference shall be composed of all Members of the Comité Maritime International and such Observers as are approved by the Executive Council.

Each Member Association which has the right to vote may be represented by ten delegates and the Titulary Members who are members of that Association. Each Consultative Member may be represented by three delegates. Each Observer may be represented by one delegate only.

Each Member Association present and entitled to vote shall have one vote in the International Conference; no other members or Officers of the Comité Maritime International shall have the right to vote.

The right to vote cannot be delegated or exercised by proxy.

The resolutions of International Conferences shall be adopted by a simple majority of the Member Associations present, entitled to vote, and voting.

**PART VI - FINANCE****Article 21****Arrears of Contributions**

Member Associations remaining in arrears of payment of contributions for more than one year from the date of the Treasurer's invoice shall be in default and shall not be entitled to vote until such default is cured.

Members liable to pay contributions who remain in arrears of payment for more than three years from the date of the Treasurer's invoice shall, unless the Executive Council decides otherwise, receive no publications or other rights and benefits of membership until such default is cured.

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*Constitution*

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**Article 19****Réunions et quorum**

Lors de toute réunion du Conseil Exécutif, celui-ci ne délibère valablement que si sept de ses membres, comprenant le Président ou un Vice-Président et trois Conseillers Exécutifs au moins, sont présents. Toute décision est prise à la majorité simple des votes émis. En cas de partage des voix, celle du Président ou, en son absence, celle du plus ancien VicePrésident présent, est prépondérante.

Le Conseil Exécutif peut toutefois, lorsque les circonstances l'exigent, prendre des décisions sans qu'une réunion ait été convoquée, pourvu que tous ses membres aient été consultés et qu'une majorité ait répondu affirmativement par écrit.

**5ème PARTIE - CONFERENCES INTERNATIONALES****Article 20****Composition et Votes**

Le Comité Maritime International se réunit en Conférence Internationale à des dates et lieux approuvés par l'Assemblée aux fins de délibérer et de se prononcer sur des sujets figurant à un ordre du jour également approuvé par l'Assemblée.

La Conférence Internationale est composée de tous les membres du Comité Maritime International et d'observateurs dont la présence a été approuvée par le Conseil Exécutif.

Chaque Association membre, ayant le droit de vote, peut se faire représenter par dix délégués et par les membres titulaires, membres de leur Association. Chaque membre consultatif peut se faire représenter par trois délégués. Chaque observateur peut se faire représenter par un délégué seulement.

Chaque Association membre présente et jouissant du droit de vote dispose d'une voix à la Conférence Internationale, à l'exclusion des autres membres et des membres du Bureau du Comité Maritime International.

Le droit de vote ne peut pas être délégué ni exercé par procuration.

Les résolutions des Conférences Internationales sont prises à la majorité simple des Associations membres présentes, jouissant du droit de vote et prenant part au vote.

**6ème PARTIE - FINANCES****Article 21****Retards dans le paiement de Cotisations**

Les Associations membres qui demeurent en retard de paiement de leurs cotisations pendant plus d'un an depuis la date de la facture du Trésorier sont considérés en défaut et ne jouissent pas du droit de vote jusqu'à ce qu'il ait été remédié au défaut de paiement.

Les membres redevables de cotisations qui demeurent en retard de paiement pendant plus de trois ans depuis la date de la facture du Trésorier ne bénéficient plus, sauf décision contraire du Conseil Exécutif, de l'envoi des publications

Contributions received from a Member in default shall be applied to reduce arrears in chronological order, beginning with the earliest year of default.

## **Article 22**

### **Financial Matters**

The Administrator shall receive compensation as determined by the Executive Council.

Members of the Executive Council and Chairmen of Standing Committees, International SubCommittees and Working Groups, when travelling on behalf of the Comité Maritime International, shall be entitled to reimbursement of travelling expenses, as directed by the Executive Council.

The Executive Council may also authorize the reimbursement of other expenses incurred on behalf of the Comité Maritime International.

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*Constitution*

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ni des autres droits et avantages appartenant aux membres, jusqu'à ce qu'il ait été remédié au défaut de paiement.

Les cotisations reçues d'un membre en défaut sont imputées par ordre chronologique, en commençant par l'année la plus ancienne du défaut de paiement.

**Article 22****Questions financières**

L'Administrateur reçoit une indemnisation fixée par le Conseil Exécutif.

Les membres du Conseil Exécutif et les présidents des comités permanents, des commissions internationales et des groupes de travail ont droit au remboursement des frais des voyages accomplis pour le compte du Comité Maritime International, conformément aux instructions du Conseil Exécutif.

Le Conseil Exécutif peut également autoriser le remboursement d'autres frais exposés pour le compte du Comité Maritime International.



## **RULES OF PROCEDURE\***

1996<sup>1</sup>

### **Rule 1**

#### *Right of Presence*

In the Assembly, only Members of the CMI as defined in Article 3 (I) of the Constitution, members of the Executive Council as provided in Article 4 and Observers invited pursuant to Article 4 may be present as of right.

At International Conferences, only Members of the CMI as defined in Article 3 (I) of the Constitution (including non-delegate members of national Member Associations), Officers of the CMI as defined in Article 8 and Observers invited pursuant to Article 20 may be present as of right.

Observers may, however, be excluded during consideration of certain items of the agenda if the President so determines.

All other persons must seek the leave of the President in order to attend any part of the proceedings .

### **Rule 2**

#### *Right of Voice*

Only Members of the CMI as defined in Article 3 (I) of the Constitution and members of the Executive Council may speak as of right; all others must seek the leave of the President before speaking. In the case of a Member Association, only a listed delegate may speak for that Member; with the leave of the President such delegate may yield the floor to another member of that Member Association for the purpose of addressing a particular and specified matter.

### **Rule 3**

#### *Points of Order*

During the debate of any proposal or motion any Member or Officer of the CMI having the right of voice under Rule 2 may rise to a point of order and the point of order shall immediately be ruled upon by the President. No one rising to a point of order shall speak on the substance of the matter under discussion.

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1. Adopted in Brussels, 13<sup>th</sup> April 1996.

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*Rules of Procedure*

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All rulings of the President on matters of procedure shall be final unless immediately appealed and overruled by motion duly made, seconded and carried.

#### Rule 4

##### *Voting*

For the purpose of application of Article 6 of the Constitution, the phrase “Member Associations present, entitled to vote, and voting” shall mean Member Associations whose right to vote has not been suspended pursuant to Articles 7 or 21, whose voting delegate is present at the time the vote is taken, and whose delegate casts an affirmative or negative vote. Member Associations abstaining from voting or casting an invalid vote shall be considered as not voting.

Voting shall normally be by show of hands. However, the President may order or any Member Association present and entitled to vote may request a roll-call vote, which shall be taken in the alphabetical order of the names of the Member Associations as listed in the current CMI *Yearbook*.

If a vote is equally divided the proposal or motion shall be deemed rejected.

Notwithstanding the foregoing, all contested elections of Officers shall be decided by a secret written ballot in each category. Four ballots shall be taken if necessary. If the vote is equally divided on the fourth ballot, the election shall be decided by drawing lots.

If no nominations for an office are made in addition to the proposal of the Nominating Committee pursuant to Article 15, then the candidate(s) so proposed may be declared by the President to be elected to that office by acclamation.

#### Rule 5

##### *Amendments to Proposals*

An amendment shall be voted upon before the proposal to which it relates is put to the vote, and if the amendment is carried the proposal shall then be voted upon in its amended form.

If two or more amendments are moved to a proposal, the first vote shall be taken on the amendment furthest removed in substance from the original proposal and then on the amendment next furthest removed therefrom and so on until all amendments have been put to the vote.

#### Rule 6

##### *Secretary and Minutes*

The Secretary-General or, in his absence, an Officer of the CMI appointed by the President, shall act as secretary and shall take note of the proceedings and prepare the minutes of the meeting. Minutes of the

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*Part I - Organization of the CMI*

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Assembly shall be published in the two official languages of the CMI, English and French, either in the *CMI Newsletter* or otherwise distributed in writing to the Member Associations.

Rule 7

*Amendment of these Rules*

Amendments to these Rules of Procedure may be adopted by the Assembly. Proposed amendments must be in writing and circulated to all Member Associations not less than 60 days before the annual meeting of the Assembly at which the proposed amendments will be considered.

Rule 8

*Application and Prevailing Authority*

These Rules shall apply not only to meetings of the Assembly and International Conferences, but shall also constitute, *mutatis mutandis*, the Rules of Procedure for meetings of the Executive Council, International Sub-Committees, or any other group convened by the CMI.

In the event of an apparent conflict between any of these Rules and any provision of the Constitution, the Constitutional provision shall prevail in accordance with Article 7(h). Any amendment to the Constitution having an effect upon the matters covered by these Rules shall be deemed as necessary to have amended these Rules *mutatis mutandis*, pending formal amendment of the Rules of Procedure in accordance with Rule 7.

## **GUIDELINES FOR PROPOSING THE ELECTION OF TITULARY AND PROVISIONAL MEMBERS**

1999<sup>1</sup>

### *Titulary Members*

No person shall be proposed for election as a Titulary Member of the Comité Maritime International without supporting documentation establishing in detail the qualifications of the candidate in accordance with Article 3 (I)(c) of the Constitution. The Administrator shall receive any proposals for Titulary Membership, with such documentation, not less than sixty (60) days prior to the meeting of the Assembly at which the proposal is to be considered.

Contributions to the work of the Comité may include active participation as a voting Delegate to two or more International Conferences or Assemblies of the CMI, service on a CMI Working Group or International Sub-Committee, delivery of a paper at a seminar or colloquium conducted by the CMI, or other comparable activity which has made a direct contribution to the CMI's work. Services rendered in furtherance of international uniformity may include those rendered primarily in or to another international organization, or published writing that tends to promote uniformity of maritime law or related commercial practice. Services otherwise rendered to or work within a Member Association must be clearly shown to have made a significant contribution to work undertaken by the Comité or to furtherance of international uniformity of maritime law or related commercial practice.

### *Provisional Members*

Candidates for Provisional Membership must not merely express an interest in the object of the CMI, but must have *demonstrated* such interest by relevant published writings, by activity promoting uniformity of maritime law and/or related commercial practice, or by presenting a plan for the organization and establishment of a new Member Association.

### *Periodic Review*

Every three years, not less than sixty (60) days prior to the meeting of the Assembly, each Provisional Member shall be required to submit a concise report to the Secretary-General of the CMI concerning the activities organized or undertaken by that Provisional Member during the reporting period in pursuance of the object of the Comité Maritime International.

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1. Adopted in New York, 8<sup>th</sup> May 1999, pursuant to Article 3 (I)(c) and (d) of the Constitution.

## HEADQUARTERS OF THE CMI

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<sup>1</sup> Joined the leading London based Maritime law firm of Ince & Co. in June 1958 and became a Partner in 1966. He was Senior Partner from January 1989 to May 1995 and remains a Consultant with the firm. In addition to being President of the Comité Maritime International he is also Secretary/Treasurer of the British Maritime Law Association (BMLA). He is a regular speaker at seminars and conferences on various aspects of maritime law and co-author of "Limitation of Liability for Maritime Claims" (3<sup>rd</sup> Ed. 1998). He has contributed numerous articles to legal publications. He is a member of the Advisory Committee on Historic Wreck Sites, a member of the Editorial Board of the Lloyd's Maritime and Commercial Law Quarterly and member of the Advisory Board of the Admiralty Law Institute, Tulane University.

<sup>2</sup> Born in 1927, Senior Partner Philip & Partners, law firm, Copenhagen, Denmark. Past Professor and Dean Copenhagen University. Past President CMI. Chairman of Panel, United Nations Compensation Committee for the Gulf War. Chairman Danish Government Commission on Reform of the Maritime Code. Member Institut de Droit International, Honorary Member American Maritime Law Association

<sup>3</sup> Born 1944 in Västerås, Sweden. 1971: Bachelor of law, University of Uppsala, Sweden. 1971-1972: Lecturer, School of Economics, Gothenburg, Sweden. 1972: Associate, Mannheimer & Zetterlöf,

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*Officers*


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Gothenburg, Sweden. 1973-1976: Legal officer, United Nations Commission on International Trade Law, United Nations Conference on Trade and Development, Geneva, Switzerland. 1977-1981: Research fellow, Scandinavian Institute of Maritime Law, Oslo, Norway. 1982: Attorney at law, Northern Shipowners Defence Club, Oslo, Norway. 1993-2000: President, Norwegian Maritime Law Association, Oslo, Norway. 1994: Executive Councillor, Comité Maritime International, Antwerp, Belgium. 1996: Chairman of the Joint Intergovernmental Group of Experts on Maritime Liens and Mortgages and related subjects. 1998: Mediation Workshop, arranged by Professor Frank E.A. Sander, Harvard Law School. 1999: President of the Main Committee of the Diplomatic Conference on Arrest of Ships. 2000: Deputy Managing Director, Northern Shipowners Defence Club. 2001: Vice President, Comité Maritime International, Antwerp. Delegate of Norway to several IMO, UNCTAD and UNCITRAL meetings. Participated in the drafting of several BIMCO documents, such as BARECON 2001.

<sup>4</sup> Licensed Master (Near Coastal) of Steam & Motor Vessels since 1960. B.A., Colby College, 1962. *Juris Doctor*, Cornell University, 1965; research assistant to Prof. G. H. Robinson (*Robinson on Admiralty*). Ph.D. in the Faculty of Law and Yorke Prizeman of the University of Cambridge (Clare College), 1967. Practice with Burlingham Underwood, New York, 1967-72. Author of *Development of Admiralty Jurisdiction and Practice* (Cambridge U. P.), elected Fellow of the Royal Historical Society, 1970. Maritime Legal Adviser, International Bank, Washington, DC (seconded to Liberian maritime administration), 1973-85. Sometime Professor of Law at Cornell, Virginia, Tulane and World Maritime Universities. Vice-Chairman (1974-79) and Chairman (1980-84), IMO Legal Committee. Professor and Governor, IMO International Maritime Law Institute since 1991. Editor-in-Chief, *International Maritime Law* (7 Vols), *Benedict on Admiralty* since 1992. Member of MLAUS since 1964. CMI Titulary Member (1980), Executive Councillor (1989), Vice-President (1997). [Chairman of the CMI Working Group on Classification Societies; Chairman of the Joint International Working Group on Piracy and Maritime Violence; Past Chairman of the Joint International Working Group on General Average.]

<sup>5</sup> Born 17 August 1957 in Zurich, Switzerland. Lic. iur, University of Zurich, 1982. LL.M. in Admiralty, Tulane University, New Orleans, 1984. Bar Examination, Zurich, 1988. Dr. iur, University of Zurich, 1989. General Secretary of International Union of Marine Insurance (IUMI), 1992-97. Partner with Schellenberg Wittmer, Zurich, 1993. Associate Professor, University of Zurich, 1999. Director of the Centre of the Hague Academy of International Law, 1999. Member of several organisations such as Swiss Maritime Law Association, Swiss Association for Aviation and Space Law, Swiss Shippers' Council, Chartered Institute of Arbitrators, International Chamber of Commerce (Working Group on Transfer of Ownership in international Trade, Working Group on Trade Terms and INCOTERMS Panel).

<sup>6</sup> Wim Fransen was born on 26<sup>th</sup> July 1949. He became a Master of law at the University of Louvain in 1972. During his apprenticeship with the Brussels firms, Botson et Associés and Goffin & Tacquet, he obtained a '*licence en droit maritime et aérien*' at the Université Libre de Bruxelles. He started his own office as a maritime lawyer in Antwerp in 1979 and since then works almost exclusively on behalf of Owners, Carriers and P&I Clubs. He is the senior partner of Fransen Advocaten. He is often appointed as an Arbitrator in maritime and insurance disputes. Wim Fransen speaks Dutch, French, English, German and Spanish and reads Italian. Since 1998 he is the President of the Belgian Maritime Law Association. He became Administrator of the CMI in June 2002.

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*Officers*


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*Treasurer:*  
*Trésorier:*

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<sup>8</sup> Lawyer with practice in Madrid since 1973, LL.B. from the University of Madrid School of Law. Maritime Arbitrator. President of the Spanish Maritime Law Association. Executive Councillor of the Comité Maritime International (CMI). Average Adjuster. Titulary Member of the Comité Maritime International (CMI) and of Association Internationale de Disputeurs Européens (AIDE), Vicepresident of the Spanish Maritime Arbitration Association-IMARCO. Vicepresident of the Iberoamerican Institute of Maritime Law, Member of the International Bar Association (IBA), Member of the Board of the Spanish Committee of the International Chamber of Commerce. Professor of Maritime Law and Lecturer at numerous Conferences over the world since 1972.

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Practice: Admitted as a practising attorney at law and notary public of the High Court of South Africa in 1974. Erstwhile partner of Fairbridge Arderne & Lawton (1977 to 1991). Currently partner of Shepstone & Wylie (1999 -)

Professional extension: Member of the South African Maritime Law Association since its inception in 1974. Past Executive Councillor and President of the MLA. Served on SA Transport Advisory Committee 1990 – 19940 Chair of Maritime Transport Policy Review Group appointed by the SA government in 1994 to advise transport policy reform. Co-draftsman of Green Paper and White Paper on maritime transport. Frequent court appointed referee in admiralty, and arbitrator of maritime disputes.

Business: Founder (1993) and Chairman of Telepassport (Pty) Ltd, SA based telecommunications company. Numerous trustee and board appointments.

Personal: Married to artist wife Caerli, and father of two sons, Vincent (15) and Rupert (13).

CMI work, past present and future: Executive Councillor of the CMI from 1999. Chairs Marine Insurance portfolio. Participation and presentation of papers at conferences dealing with Marine Insurance reform initiative - Oslo, Antwerp, Toledo and Singapore. Serves on conference organising committee. During current term of office, attended all Council meetings bar two during 2002 when he



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was granted leave of absence owing to family ill-health. Committed to guiding the CMI's Marine Insurance initiative to a conclusion to be presented at the Vancouver conference in May/June 2004.

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<sup>13</sup> Born in 1933, legal studies in Munich, Geneva and Hamburg, comparative thesis on moral damages. 1961-62 assistant lawyer in Hamburg. 1963-66 secretary, Germany Marine Insurance Association. 1967-79 general manager of a German insurance company, specialising in marine insurance. Since 1980 partner in new established law office in Hamburg specialising in transport, maritime and insurance law. Since 2000 President, German Maritime Law Association.

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*Vice-Présidents:*

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PART II

**The Work of the CMI**

## PLACES OF REFUGE

### REPORT OF THE CMI TO THE IMO

#### *Executive Summary*

At the 83<sup>rd</sup> Session of the IMO Legal Committee, CMI offered to conduct an investigation amongst its Member National Associations to ascertain the extent to which their domestic law (based on International Conventions or otherwise) dealt with the problem of vessels in distress and seeking refuge. The attached report has been prepared by an International Working Group of the CMI consisting of Stuart Hetherington (Chairman), Gregory Timagenis (Vice Chairman), Prof Eric van Hooydonk, Richard Shaw and Dr Derry Irvine. It is hoped that this document will prove a useful background to discussions within the MSC and the Legal Committee on ways in which the international community can deal with the problem of vessels seeking places of refuge. The responses do not indicate that any states have imposed legal liabilities on the owners of such vessels, but the CMI is currently analysing such liability issues.

#### *Action to be taken*

The Legal Committee is invited to note the results of the CMI survey.

#### *Related Documents*

See paragraph 2 below.

1. This paper reports on the responses received from National Maritime Law Associations to a questionnaire which sought information on the following matters: Article 11 of the *Salvage Convention*; Articles 17, 18, 21, 192 to 199 and 221 of the *United Nations Convention on the Law of the Sea 1982* ("UNCLOS"); and Articles 3, 4, 5 and 6 of the *International Convention on Oil Pollution Preparedness, Response and Co-Operation 1990* ("OPRC"). CMI has, in addition to canvassing its member Associations in relation to those three Conventions, sought to ascertain the extent of experience which member countries have had of casualties needing salvage assistance or a Place of Refuge and has also sought information as to any other legislation which member States have adopted dealing with the admission of a distressed vessel to a Place of Refuge.

2. The CMI had lodged in the IMO Library a file containing the following further materials:<sup>1</sup> a more detailed version of this paper;<sup>2</sup> a summary of the

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<sup>1</sup> All such materials are published after the CMI report to IMO.

<sup>2</sup> *Infra*, page 126.

responses to the CMI questionnaire in tabulated form;<sup>3</sup> a Schedule of Casualty Experience;<sup>4</sup> Guidelines published by the State of Queensland, Australia;<sup>5</sup> and Extract from US Coast Guard's Marine Safety Manual.<sup>6</sup>

[A] *The Salvage Convention 1989*

3. **Article 11 of the Salvage Convention** provides:

"A State Party 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."

*Commentary*

4. Slightly less than 50% of the states whose National Associations responded to the questionnaire have **not** ratified the Salvage Convention but even amongst those states who have ratified the Salvage Convention none have introduced any legislation which specifically gives effect to Article 11 and only three countries **Germany, Norway and UK** have designated any particular Places of Refuge. **Germany** has by Regulation, identified Places of Refuge along the German coast. (Access to such places is not guaranteed, and is at the discretion of the Authorities). The National Coast Guard and the Port Authorities in **Norway** provide several Ports of Refuge along the Norwegian coast (none are designated for environmental hazards). In the **UK** places of refuge have been designated but they are not made known to the public. In **Hong Kong** there are no designated places but by reason of repeated use such places are well known to local salvors and others in the maritime community.

[B] *UN Law of the Sea Convention 1982*

5. **Articles 17 and 18 of UNCLOS** provide that ships of all States have a right of innocent passage through the territorial sea, and passage is defined as meaning "navigation through the territorial sea for the purpose of traversing that sea without entering internal waters or calling at a roadstead or port facility outside internal waters; or proceeding to or from internal waters or a call at such roadstead or port facility." Article 18 requires such passage to be "continuous and expeditious" but it does include stopping and anchoring if incidental to ordinary navigation or "are rendered **necessary by force majeure or distress** or for the purpose of rendering assistance to persons, ships or aircraft in danger or distress".

<sup>3</sup> *Infra*, page 136.

<sup>4</sup> *Infra*, page 139.

<sup>5</sup> *Infra*, page 143.

<sup>6</sup> *Infra*, page 146.

**6. Article 21 of UNCLOS** expressly allows the coastal State to adopt laws and regulations relating to innocent passage through the territorial sea in respect of various matters which are enumerated such as “the preservation of the environment” and the “prevention, reduction and control of pollution”.

**7. Article 39(1)(c) of UNCLOS** provides that ships and aircraft while exercising the right of transit passage shall “refrain from any activities other than those incident to their normal modes of continuous and expeditious transit unless rendered necessary by force majeure or by distress.”

*Commentary*

**8.** Whilst the governments of the great majority of respondents to CMI’s questionnaire have ratified the Law of the Sea Convention very few have given effect to any legislation with respect to ships which are the victims of force majeure or distress and their rights to seek shelter in a Place of Refuge. **China** and **Norway** have however enacted such legislation. For example: **China** has enacted legislation under its Law on Maritime Safety 1983 and Rules Governing Vessels of Foreign Nationality 1979 which go some way to making specific provision for vessels in distress. For example, the prohibition on vessels entering the internal waters and harbours of the PRC does not apply where there have been unexpected circumstances, provided they report immediately to the competent authority. Vessels seeking a place of refuge are required to seek approval and take shelter or temporary berth at any place designated by the authorities. **Norway** has likewise made provision to enable vessels in distress to stop or anchor in the territorial sea and to enter internal waters when seeking a port of refuge and are required to notify the authorities (Regulation of 23/12/94 No.1130).

**9. Articles 192 to 199 and 221 of UNCLOS** touch on the topic of protection of the marine environment from pollution. *Article 195* provides:

“In taking measures to prevent, reduce or control pollution of the marine environment, States shall so act so as not to transfer, directly or indirectly, damage or hazards from one area to another or transform one type of pollution into another.”

*Commentary*

**10.** Only four countries, **Brazil, China, UK** and the **U.S.** appear to have enshrined this principle in their National legislation, albeit somewhat indirectly in the case of the **U.S.** **Brazil** has ratified the 1989 Basel Convention on the control of transboundary movements of Hazardous wastes, and by Regulation where a ship flying the flag of a foreign state but diverted for operations in Brazilian waters, causes maritime boundary problems with another State it is liable to have its temporary licence revoked. In **China**, pursuant to Article 11 of the Regulations of the PRC on the Prevention of Vessel Induced Pollution, 1983, the use of oil-elimination chemicals without the approval of harbour authorities is prohibited. Under the Merchant Shipping Act s.130 (**UK**) the transfer of, inter alia, fuel between ships is regulated and **U.S.** law bars, indirectly, the transfer of “damages” by requiring containment and clean-up measures.

**11. Article 198 of UNCLOS** requires a State which becomes aware of cases in which the marine environment is in imminent danger of being damaged or has been damaged by pollution to “immediately notify other States it deems likely to be affected by such damage, as well as the competent international organisation.” Article 199 requires States to “jointly develop and promote contingency plans for responding to pollution incidents in the marine environment.”

*Commentary*

**12.** Whilst the governments of the majority of respondents to the CMI questionnaire have adopted contingency plans there are a number of significant maritime nations who have not, and very few of those which have been adopted contain provisions for the admission into a place of refuge of a vessel in distress which may threaten to cause pollution. Those countries which have adopted such provisions are **Australia, Denmark, Germany and New Zealand.**

**Australia:** While no Places of Refuge have been designated in Australia most Australian States have guidelines (or plans) for considering requests for Places of Refuge. They set out criteria which the authorities will take into account when considering any request on a case by case basis. For example they take into account: adequate depth of water, good holding ground, shelter from effects of prevailing wind/swell, relatively unobstructed approach from seaward, environmental classification of adjacent coastline and fisheries activity, access to land/air transport, access to loading/unloading facilities for emergency equipment.

**Denmark:** Under the Danish Marine Pollution Act Sections 43 and 43a a vessel in distress which threatens to cause pollution can be forced into a repair yard, or denied access to a Place of Refuge.

**Germany:** Pursuant to Chapter 26 Volume 2 of the Bonn Agreement Counter Pollution Manual.

**New Zealand:** Annexure 15 to its National Oil Spill Contingency Plan envisages either safe havens being designated by Regional Councils or during an incident by the National on Scene Commander. In determining a safe haven Annexure 15 states: “Priority should be given to the crew of ships, then the environment, then the ship itself. Detection of the safe haven on the day will depend on sea state, weather conditions and the location of the ship and will be made by the National on Scene Commander in Consultation with the Regional on Scene Commander and/or the Local Harbour Master.”

*[C] The International Convention on Oil Pollution Preparedness, Response and Co-operation 1990 (“OPRC”)*

**13. Article 3 of OPRC** requires State parties to pass legislation requiring ships which fly its flag to have on board a Shipboard Oil Pollution Emergency Plan (“SOPEP”) complying with Internationally agreed standards.

**14. Article 4 of OPRC** requires State parties to pass legislation requiring the masters of ships which fly its flag to report any event on their ship involving a

discharge or probable discharge of oil to the flag State and the nearest coastal State.

**15. Article 5 of OPRC** requires the Authorities of the State receiving such a report to assess the nature, extent and possible consequences of such an incident and to inform without delay all States likely to be affected together with details of its assessment and any action it has taken, or intends to take, to deal with the incident. Such action may involve the admission of the ship involved to a Place of Refuge.

*Commentary*

**16.** Almost all states who have responded to the CMI questionnaire have ratified the OPRC Convention. Of those states almost all have adopted legislation to give effect to Articles 3, 4 and 5 and have adopted oil pollution response contingency plans, but some of those have not as yet reported them to the IMO. Very few of the oil pollution contingency plans contain provisions dealing with the admission of ships in distress which may prove a threat of pollution. Those countries which do have such contingency plans are **Australia, Germany, New Zealand**. (See comments in relation to UNCLOS above.) None of those plans contain provisions requiring financial or other security as a condition of entry.

*[D] Casualty Experience*

**17.** Some countries have had experience of ships in distress being refused entry. Specific examples provided by National Associations of the ships concerned and the reasons for the refusal. (4.1) are contained in the more detailed version of this paper. (see para 2)

**18.** Some countries have had experience of vessels needing salvage assistance in a Place of Refuge and have been permitted entry. Specific examples provided by National Associations of the ships concerned are contained in the more detailed version of this paper. (see para 2)

**19.** Not surprisingly many countries require detailed information of the vessel and its cargo and their condition before considering requests for assistance and impose conditions with agreement to permit the entry of vessels in distress. It would seem to be rare for time limitations to be imposed on vessels in such situations when permission is granted, although on occasions time limitations are known to have been set by the authority concerned. Similarly proof of adequate insurance or guarantees, or tugs on standby are sometimes required.

*[E] Other Legislation*

**20.** Many states give to Ministers, harbour authorities or delegated persons the power to permit the entry, or conversely, the power to order the removal of vessels, or to take unilateral action to remove or destroy a vessel, in certain circumstances, such as where there is a risk to the safety of a port, or the maritime and coastal environment. Examples of states which have enacted such legislation are Australia, Brazil, Canada, Chile, China, France, Hong

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*Places of Refuge*

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Kong Italy, New Zealand, Netherlands, Norway, South Africa, Spain, Sweden, UK, and USA. Full details of such delegated powers and the legislation granting them are set out in the documents lodged in the IMO Library. A brief summary is set out in the Annexe to this paper.

**21.** The International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties (1969) and London Protocol (1973) (to which at least 77 countries are parties) is of relevance to this topic, as are the bilateral contingency arrangements between countries such as Japan and Korea; Japan and Russia, UK and France, Norway and UK). Reference has been made to the Copenhagen Agreement; the Lisbon Agreement and the Bonn Agreement (1983) which contains the following:

“When permission of access to a port or sheltered area is requested, there is no obligation on the part of a Contracting Party to grant it .....granting access to a port or sheltered area (so called “safe haven”) could involve a political decision which can only be taken on a case-by-case basis with consideration of the balance between the advantage for the damaged ship and the environment from that ship being near the coast.”

**22. Article 17 of the EU Draft Directive** will require States in the EEC to create Places of Refuge and plans for handling vessels in distress. (“Member States, having consulted the parties concerned, shall draw up, taking into account relevant guidelines by IMO, plans to accommodate, in the waters under their jurisdiction, ships in distress. Such plans shall contain the necessary arrangements and procedures taking into account operational and environmental constraints to ensure that ships in distress may immediately go to a place of refuge subject to authorisation by the competent authority. Plans for accommodating ships in distress shall be made available upon demand. Member States shall inform, within 12 months of the date of application of this Directive, the Commission of the measures taken in application of the preceding paragraph.”)

### *Conclusions*

**23.** Whilst the principles dealing with the obligations and responsibilities of States when dealing with stricken vessels are mostly identified in the International Conventions some countries have clearly not become parties to those Conventions and of those which are parties very few have followed through on the Conventions and developed National laws to give detailed effect to those principles in their local jurisdictions. Most significantly there is a paucity of National legislation which relates to the provisions of Article 11 of the Salvage Convention or Articles 17, 18 21 or 39 (1)(c) of UNCLOS. Similarly it appears that National Plans do not, for the most part, give guidance to those who might be in distress as to what they should do in such situations or to those with the power and responsibility to administer National laws as to what criteria will be adopted in considering requests for assistance.

**24.** It may be that Governments (particularly in those countries where there are Federal/State/Regional issues to be taken into account) are unaware of the various responsibilities, duties and powers which they may have both under International law and their own domestic law where casualties occur in or near



their Territorial waters, and seek a Place of Refuge. Governments, it is suggested, need to have consistent (but not inflexible) processes for dealing with requests for Places of Refuge. Such places may need to be identified in advance and published and Governments may need to identify the controls, or conditions, that they may want to apply before permitting entry into a Place of Refuge, (such as security, guarantees undertakings, length of stay involvement of salvors, the survey of the vessel etc). Related to such issues which Governments may need to consider are questions concerning the availability of equipment and the power to requisition/commandeer equipment which might be necessary in an emergency.

September 2002

## ANNEXE

### Summary of relevant legislation

1. **Australia.** both by Federal (Protection of the Sea (Powers of Intervention) Act) 1984 and by State law, there are wide powers given to ministers and local authorities to remove vessels in certain circumstances.
2. **Brazil.** The Naval Authorities have a wide discretion in relation to the admission of a ship in distress and may require as preconditions of entry: proof of insurance, appointment of reputable salvors etc. In its Act on Safety of Traffic in Jurisdictional Waters, 1997, in Articles 5, iii and iv authorities are empowered to order a foreign vessel which by reason of “operational conditions representing a threat of damage to the environment, crew, third parties or to water traffic” either not to enter a port, not to leave a port, to leave jurisdictional waters or call at a National port.
3. **Canada.** Minister, Pollution Prevention Officers and Port authorities are given wide powers to direct vessels to go to certain places (or not to enter Canadian waters or particular areas) under the *Canada Shipping Act 1985* and the *Canada Marine Act 1998*.
4. **Chile.** Article 32 of the Law of Navigation: “In certain qualified cases the Directorate may restrict or forbid the passage or stay of vessels in determined areas or places, or prohibit the passage or stay of vessels in determined areas or places, or prohibit their transit through waters of national jurisdiction if their passage through same is not innocent or is dangerous.”
5. **China.** Article 18 of the Law of the PRC or Maritime Traffic Safety permits the competent authority, where a ship is believed to be dangerous to the safety of a port, to refuse entry to the ship or order the ship to leave the port so threatened.
6. **France.** The Code des Ports give to Harbour Masters a wide discretion to refuse entry of a vessel to a Port, having regard to commercial interests, the interest of the port and the risks to the maritime and coastal environment.

**7. Hong Kong:** The Director of Marine has wide power under various legislation to refuse entry, give directions generally and for the prevention of pollution etc MS (Shipping and Port Control) Ordinance; MS (Prevention of Oil Pollution) Ordinance.

**8. Italy:** Article 83 of the Code of Navigation provides that the Ministry of Transport may limit or prohibit for reasons of “ordre public”, the transit or the stoppage of merchant ships in the territorial sea; Article 59 of the Regulation empowers the port authorities to regulate the arrival, mooring and departure of ships and Article 256 of the Decree of the President of the Republic (1991) provides that all ships are bound to observe the traffic separation rules issued by the Ministry of Transport.

**9. New Zealand:** Under Section 248 of the Maritime Transport Act the Director of Maritime Safety is empowered to issue instructions to a ship and/or salvors if the Director is satisfied the ship is a hazardous ship. (These include directions to relocate the vessel).

**10. Netherlands:** Wet Bon (1992) allows Minister of Transport to give directions to the Master, owners and salvors for the purpose of preventing damage to the environment. Such a measure may include the appointment of a place or port of refuge. Under its Rampenplan the admission of vessels in distress is decided by the Government and factors such as reasonableness, fairness and principles of proportionality will be considered. The Government could also require security to be provided.

**11. Norway:** Regulation 2 of May 1007, No. 396 concerning the access of Foreign Military Vessels and Aircraft to Norwegian Territory in Peacetime:

“When subject to force majeure or to sea peril or rendering assistance to persons, ships or aircraft which are in danger or distress such ships have access to innocent passage, without having obtained permission by diplomatic means.”

**12. South Africa:** Wreck & Salvage Act places obligations on Masters of South African ships to assist ships or persons in distress; the South African Marine Safety Authority may direct the master or owner of a ship that is wrecked, stranded or in distress to move to a specified place, or to raise, remove or destroy such a ship itself if it is unable to contact the master of owner. South Africa is drafting a Disaster Management Act which may impact on the topic of Places of Refuge.

**13. Spain:** Spanish Port and Merchant Marine Act 1992. Section 107 The Port Authority, after report by the Marine Captain and in case a vessel is in danger of sinking inside the Harbour Waters may, if neither the owner nor the ship agent remove nor repair the vessel at request of the Authorities remove the vessel out of the port or destroy and sink her in place where port activity sailing and fishing are not prejudiced, at the expense of the owner.” (The same powers apply to outside the port but within Spanish Maritime Waters.)

**14. Sweden:** Pollution from Ship's Act (980-424). Swedish Maritime Administration is entitled to order a ship to take measures necessary for preventing pollution, to order a ship to a place of refuge, to use only certain routes etc.

**15. UK:** Merchant Shipping and Maritime Security Act (MSA) 1995 enables the Secretary of State or an authorised representative to declare a temporary exclusion zone for the purpose of promoting maritime safety or protecting the maritime environment (s.100A). MSA 1995 also contains power to detain dangerously unsafe ships (s.95). MSA 1995 enables orders in Council to be passed “specifying areas of sea above any of the areas for the time being designated under s.1(7) of the *Continental Shelf Act* (1964) as waters within which the jurisdiction and rights of the UK are exercisable in accordance with Part XII of UNCLOS for the protection and preservation of the marine environment” (s.129(2)(b))

Guide to Good Practice on Port Operations and Contingency Planning for Marine Pollution Preparedness and Response: Guidelines for Ports (March 2002) reinforces the UK obligations under SOLAS to provide shelter for maritime casualties (paragraph 2.5 provides: “Beyond providing shelter for a casualty a harbour authority may be called upon to take a casualty into port.”)

Dangerous Vessels Act 1985 ss 1 and 3 empowers Harbour Masters to give directions to prohibit vessels from entering areas within their jurisdiction, and to remove vessels, where they present a grave and imminent danger to the safety of any person or property or risk of obstruction to navigation. However the Secretary of State (through SOSREP) has the power under s.137 of MSA to override the power of a Harbour Master, and direct a casualty to a place of refuge.

Merchant Shipping (Prevention of Oil Pollution) Regulations 1996 give effect to Articles 3 and 4 of OPRC Convention and Article 5 in the National Contingency Plan, the Port Marine Safety Code; Guide to Good Practice in Marine Operations and Port and Guidelines for Ports.

**16. United States:** The States’ Coast Guard has promulgated regulations which bear on the above topics. A vessel in a hazardous condition is required to comply with various conditions prior to entry into US waters. The Coast Guard Captain of the Port (COTP) may waive any such conditions upon finding that circumstances are such that their application is “unnecessary or impractical for purposes of safety, environmental protection, or national security.” Furthermore whilst foreign merchant vessels are prohibited from entering US waters unless they comply with the ISM Code an exception is allowed for vessels under force majeure. A district commander or COTP may also prohibit a vessel from operating in the navigable waters of the US if it is determined that the vessel’s serious repair problems create reason to believe that the vessel may be unsafe or pose a threat to the marine environment. Provisional entry may be allowed if the owner/operator proves to the satisfaction of the District Commander or COTP that the vessel is not unsafe or does not pose a threat to the marine environment and that such entry is necessary for the safety of the vessel or the persons on board. (See appendix for extract from US Coast Guard’s Marine Safety Manual). On Scene Coordinators are empowered to remove, and if necessary destroy a vessel discharging or threatening to discharge – where there are spills or the threat of spills which pose a threat to the public health or welfare of the U.S.

## CMI PAPER ON PLACES OF REFUGE

1. This paper reports on the responses received from National Associations to a questionnaire which sought information on the following matters : Article 11 of the *Salvage Convention*; Articles 17, 18, 21, 192 to 199 and 221 of the *United Nations Convention on the Law of the Sea 1982* (“UNCLOS”); and Articles 3, 4, 5 and 6 of the *International Convention on Oil Pollution Preparedness, Response and Co-Operation 1990* (“OPRC”).

2. CMI has, in addition to canvassing its member Associations in relation to those three Conventions, sought to ascertain the extent of experience which member countries have had of casualties needing salvage assistance or a Place of Refuge and has also sought information as to any other legislation which member States have adopted dealing with the admission of a distressed vessel to a Place of Refuge.

**Attached** to this paper are:

1. A summary of the responses to the CMI questionnaire in tabulated form.
2. A Schedule of Casualty Experience
3. Guidelines published by the State of Queensland, Australia.
4. Extract from US Coast Guard’s Marine Safety Manual.

[A] *The Salvage Convention 1989*

**Article 11 of the Salvage Convention** provides:

3. “A State Party 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.”

### *Commentary*

4. Slightly less than 50% of the National Associations who responded to the questionnaire have **not** ratified the Salvage Convention but even amongst those countries who have ratified the Salvage Convention none have introduced any legislation which specifically gives effect to Article 11 and only three countries **Germany, Norway and UK** have designated any particular Places of Refuge. **Germany** has by Regulation, identified Places of Refuge along the German coast. (Access to such places is not guaranteed, and is at the discretion of the Authorities). The National Coast Guard and the Port Authorities in **Norway** provide several Ports of Refuge along the Norwegian coast (none are designated

for environmental hazards). In the **UK** places of refuge have been designated but they are not made known to the public. In **Hong Kong** there are no designated places but by reason of repeated use such places are well known to local salvors and others in the maritime community. (Anchorages south of Lanna Island are normally used.)

*[B] Law of the Sea Convention*

**5. Articles 17 and 18 of UNCLOS** provide that ships of all States have a right of innocent passage through the territorial sea, and passage is defined as meaning “navigation through the territorial sea for the purpose of traversing that sea without entering internal waters or calling at a roadstead or port facility outside internal waters; or proceeding to or from internal waters or a call at such roadstead or port facility.” Article 18 requires such passage to be “continuous and expeditious” but it does include stopping and anchoring if incidental to ordinary navigation or “are rendered necessary by force majeure or distress or for the purpose of rendering assistance to persons, ships or aircraft in danger or distress”.

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**7. Article 39(1)(c) of UNCLOS** provides that ships and aircraft while exercising the right of transit passage shall “refrain from any activities other than those incident to their normal modes of continuous and expeditious transit unless rendered necessary by force majeure or by distress.”

*Commentary*

**8.** Whilst the great majority of respondents to CMI’s questionnaire have ratified the Law of the Sea Convention very few have given effect to any legislation with respect to ships which are the victims of force majeure or distress and their rights to seek shelter in a Place of Refuge. **China** and **Norway** have however enacted such legislation. For example:

1. **China:** has enacted the following:

Articles 11 and 19 of the Law on Maritime Traffic Safety 1983:

Article 11 “A non-military vessel of foreign nationality shall not enter into the internal waters and harbours of the People’s Republic of China without obtaining the approval from the competent authority. Nevertheless, under unexpected circumstance, such as acute diseases of personnel on board, malfunction of machine, maritime disasters or seeking shelter from the weather, the above vessel, when do not have the time to obtain such approval, may enter into the above area with reporting immediately to the competent authority and obey orders”.

Article 19 “A competent authority has the power to forbid it from leaving a harbour or order it to suspend its voyage, change its route or cease its operation, in the case of a vessel or an installation involving in the following circumstances:

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- (ii) be in a condition of unseaworthiness or unfitness for towage, or
- (iii) has not gone through the required formalities after occurrence of a traffic incident, or
- (v) other harmful circumstances recognised by the competent authority that will jeopardise or might jeopardise maritime traffic safety.”

Articles 3, 13 and 19 of the Rules Governing Vessels of Foreign Nationality, 1979.

Article 3. “If in the course of its voyage, a vessel has to enter or return to the port temporarily due to special circumstances such as mishap, malfunction, acute disease contracted by its seamen or passengers, a report should be made to the Harbour Superintendency Administration in advance.”

Article 13. “Vessels that have to enter into a port of the People’s Republic of China, which is open to foreign vessels, for the purpose of taking shelter or temporary berth, shall apply to the Harbour Superintendency Administration for approval. The application shall include: the ship’s name, call sign and nationality, name of the shipping company, ports of departure, port of destination, ship’s position, speed, draft, hull colour(s), funnel colour(s) and mark. The vessel shall take shelter or temporary berth at the place designated to it. Vessels that have to take shelter or temporary berth in a place other than the port open to foreign vessels of the People’s Republic of China shall, in addition to going through the above procedures for the application for approval, abide by the following:

- (iv) duly report to the Harbour Superintendency Administration in the neighbourhood on the anchorage time, position and the time of departure;
- (v) observe the provisions of the relevant local department, subject itself to inspection and enquiry and obey orders;
- (vi) the personnel on board the vessel shall not come ashore and nor shall the goods on board be loaded or discharged without the approval of the relevant local departments.”

2. **Norway:** Regulation of 23 December 1994 No. 1130 concerning the entry into and passage through Norwegian Territorial Waters in peacetime of foreign, non-military vessels, Sections 10, 14, 16 and 20 provide:

“Section 10. Innocent passage through the territorial sea is permitted for foreign, non-military vessels. Innocent passage means navigation through the territorial sea, either in transit or for the purpose of proceeding to or from Norwegian internal waters or ports.

Stopping or anchoring while passing through the territorial sea is only permitted when such action is incidental to ordinary navigation or is rendered necessary by force majeure or distress or for the purpose of rendering assistance to persons, ships or aircraft which are in danger or distress.

Section 14. Foreign, non-military vessels which are obliged to seek a port of refuge for the reasons specified in Section 10, second paragraph, may enter Norwegian internal waters without a prior written application.

Section 16. For foreign, non-military vessels, entry into and passage

through Norwegian internal waters is restricted to the following activities:

c. Navigation in order to seek a port of refuge.

Stopping or anchoring while passing through internal waters is only permitted when such action is incidental to ordinary navigation or is rendered necessary by force majeure or distress or for the purpose of rendering assistance to persons, ships or aircraft which are in danger or distress. If the vessel makes a temporary stop or remains stationary, the Norwegian authorities shall be notified without undue delay.

Section 20. Foreign, non-military vessels which are obliged to enter Norwegian internal waters due to force majeure or distress or to provide assistance to persons, ships or aircraft that are in danger are excepted from the above provisions concerning the requirement to report and the use of sea lanes. Such vessels shall nevertheless and by the fastest possible means contact the Norwegian authorities for specific instructions regarding anchoring or continued navigation.”

**9. Articles 192 to 199 and 221 of UNCLOS** touch on the topic of protection of the marine environment from pollution. *Article 195* provides:

“In taking measures to prevent, reduce or control pollution of the marine environment, States shall so act so as not to transfer, directly or indirectly, damage or hazards from one area to another or transform one type of pollution into another.”

#### *Commentary*

**10.** Only four countries, **Brazil, China, UK** and the **U.S.** appear to have enshrined this principle in their National legislation, albeit somewhat indirectly in the case of the U.S..

**Brazil** has ratified the 1989 Basel Convention on the control of transboundary movements of Hazardous wastes. In addition a Regulation issued by the Brazilian Maritime Authority through the Directorate of Ports and Coasts is empowered to cancel a temporary licence where a ship flying the flag of foreign state but diverted for operations in Brazilian waters, causes maritime boundary problems with another State.

**China.** Article 11 of the Regulations of the PRC on the Prevention of vessel Induced Pollution, 1983, provides as follows:

“After oil pollution accidents or discharges of oil in violation of the regulations have occurred, the vessels involved may not use oil-elimination chemicals at their own discretion. If oil-elimination chemicals have to be used, applications by telephone or in written form shall be made to the harbour superintendencies in advance, with the brand names, amounts and the areas for the application of the oil-eliminating agents stated, and they may be used only with approval.”

**UK** Merchant Shipping Act s.130 regulates the transfer of, inter alia, fuel between ships.

**U.S.** US law bars, indirectly, the transfer of “damages” by requiring containment and clean-up measures.

**11. Article 198 of UNCLOS** requires a State which becomes aware of cases in which the marine environment is in imminent danger of being damaged or

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has been damaged by pollution to “immediately notify other States it deems likely to be affected by such damage, as well as the competent international organisation.” Article 199 requires States to “jointly develop and promote contingency plans for responding to pollution incidents in the marine environment.”

*Commentary*

**12.** Whilst the majority of respondents to the CMI questionnaire have adopted contingency plans there are a number of significant maritime nations who have not, and very few of those which have been adopted contain provisions for the admission into a place of refuge of a vessel in distress which may threaten to cause pollution. Those countries which have adopted such provisions are **Australia, Denmark, Germany and New Zealand.**

**Australia:** While no Places of Refuge have been designated in Australia most Australian States have guidelines (or plans) for considering requests for Places of Refuge. They set out criteria which the authorities will take into account when considering any request on a case by case basis. For example they take into account: adequate depth of water, good holding ground, shelter from effects of prevailing wind/swell, relatively unobstructed approach from seaward, environmental classification of adjacent coastline and fisheries activity, access to land/air transport, access to loading/unloading facilities for emergency equipment. (The Guidelines published by the State of Queensland are **attached**).

**Denmark:** Under the Danish Marine Pollution Act Sections 43 and 43a a vessel in distress which threatens to cause pollution can be forced into a repair yard, or denied access to a Place of Refuge.

**Germany:** Pursuant to Chapter 26 Volume 2 of the Bonn Agreement Counter Pollution Manual.

**New Zealand:** Annexure 15 to its National Oil Spill Contingency Plan envisages either safe havens being designated by Regional Councils or during an incident by the National on Scene Commander. In determining a safe haven Annexure 15 states: “Priority should be given to the crew of ships, then the environment, then the ship itself. Detection of the safe haven on the day will depend on sea state, weather conditions and the location of the ship and will be made by the National on Scene Commander in Consultation with the Regional on Scene Commander and/or the Local Harbour Master.”

[C] *The International Convention on Oil Pollution Preparedness, Response and Co-operation 1990 (“OPRC”)*

**13. Article 3 of OPRC** requires State parties to pass legislation requiring ships which fly its flag to have on board a Shipboard Oil Pollution Emergency Plan (“SOPEP”) complying with Internationally agreed standards.

**14. Article 4 of OPRC** requires State parties to pass legislation requiring the masters of ships which fly its flag to report any event on their ship involving a discharge or probable discharge of oil to the flag State and the nearest coastal State.



**15. Article 5 of OPRC** requires the Authorities of the State receiving such a report to assess the nature, extent and possible consequences of such an incident and to inform without delay all States likely to be affected together with details of its assessment and any action it has taken, or intends to take, to deal with the incident. Such action may involve the admission of the ship involved to a Place of Refuge.

*Commentary*

**16.** Almost all countries who have responded to the CMI questionnaire have ratified the OPRC Convention. Of those countries almost all have adopted legislation to give effect to Articles 3, 4 and 5 and have adopted oil pollution response contingency plans, but some of those have not as yet reported them to the IMO. Very few of the oil pollution contingency plans contain provisions dealing with the admission of ships in distress which may prove a threat of pollution. Those countries which do have such contingency plans are **Australia, Germany, New Zealand**. (See comments in relation to UNCLOS above.) None of those plans contain provisions requiring financial or other security as a condition of entry.

*[D] Casualty Experience*

**17.** Some countries have had experience of ships in distress being refused entry. A Schedule is attached to this paper which contains specific examples provided by National Associations of the ships concerned and the reasons for the refusal. (4.1)

The justifications for such refusals include:

Local Port Authority Regulations or the Protection of the Sea (Powers of Intervention) Act 1981 (Australia); Marine Traffic Act 1981, and Marine Traffic Regulations 1985 and Marine Pollution (Control and Civil Liability) Act 1981 (South Africa); Spanish Port and Merchant Marine Act 1992 (Spain); Dangerous Vessels Act 1985 and Merchant Shipping and Maritime Safety Act 1997 (UK); Ports and Waterways Safety Act, Port and Tanker Safety Act (United States).

**18.** Some countries have had experience of vessels needing salvage assistance in a Place of Refuge and have been permitted entry. A Schedule is attached to this paper which contains specific examples provided by National Associations of the ships concerned. (4.3) Some countries have specific requirements as to the information they require, such as:

**Germany** requires a detailed report about the ship's actual condition.

**Greece** requires the master of a tanker or vessel carrying dangerous substances in bulk to notify the nearest Coast Guard of the Place of Refuge about the approach, the substances carried, their quantity and the reasons for the approach. The master is required to maintain the ship in the place specified by the coast guard.

In **Hong Kong** the Director of Marine requires a thorough inspection and discussions with any salvors' concerned.

The **Japanese** Coast guard requires the owner of the vessel to fly the necessary international flag, appoint proper agents when necessary and establish a system of telecommunication.

**19.** It would seem to be rare for time limitations to be imposed on vessels in such situations when permission is granted, although on occasions time limitations are known to have been set by the authority concerned. Similarly proof of adequate insurance or guarantees, or tugs on standby are sometimes required.

**20.** The **UK** authorities have not specified any particular requirements in these situations but the entry has often been permitted under the directions of the Secretary of States Representative (SOSREP).

*[E] Other Legislation*

**Australia**, both by Federal (Protection of the Sea (Powers of Intervention) Act) 1984 and by State law, there are wide powers given to ministers and local authorities to remove vessels in certain circumstances.

**Brazil.** The Naval Authorities have a wide discretion in relation to the admission of a ship in distress and may require as preconditions of entry: proof of insurance, appointment of reputable salvors etc. In its Act on Safety of Traffic in Jurisdictional Waters, 1997, in Articles 5, iii and iv authorities are empowered to order a foreign vessel which by reason of “operational conditions representing a threat of damage to the environment, crew, third parties or to water traffic” either not to enter a port, not to leave a port, to leave jurisdictional waters or call at a National port.

**Canada.** Minister, Pollution Prevention Officers and Port authorities are given wide powers to direct vessels to go to certain places (or not to enter Canadian waters or particular areas) under the *Canada Shipping Act 1985* and the *Canada Marine Act 1998*.

**Chile.** Article 32 of the Law of Navigation: “In certain qualified cases the Directorate may restrict or forbid the passage or stay of vessels in determined areas or places, or prohibit the passage or stay of vessels in determined areas or places, or prohibit their transit through waters of national jurisdiction if their passage through same is not innocent or is dangerous.”

**China.** Article 18 of the Law of the PRC or Maritime Traffic Safety permits the competent authority, where a ship is believed to be dangerous to the safety of a port, to refuse entry to the ship or order the ship to leave the port so threatened.

**France.** The Code des Ports give to Harbour Masters a wide discretion to refuse entry of a vessel to a Port, having regard to commercial interests, the interest of the port and the risks to the maritime and coastal environment.

**Hong Kong:** The Director of Marine has wide power under various legislation to refuse entry, give directions generally and for the prevention of pollution etc MS (Shipping and Port Control) Ordinance; MS (Prevention of Oil Pollution) Ordinance.

**Italy:** Article 83 of the Code of Navigation provides that the Ministry of Transport may limit or prohibit for reasons of “ordre public”, the transit or the stoppage of merchant ships in the territorial sea; Article 59 of the Regulation empowers the port authorities to regulate the arrival, mooring and departure of ships and Article 256 of the Decree of the President of the Republic (1991) provides that all ships are bound to observe the traffic separation rules issued by the Ministry of Transport.

**New Zealand:** Under Section 248 of the Maritime Transport Act the Director of Maritime Safety is empowered to issue instructions to a ship and/or salvors if the Director is satisfied the ship is a hazardous ship. (These include directions to relocate the vessel).

**Netherlands:** Wet Bon (1992) allows Minister of Transport to give directions to the Master, owners and salvors for the purpose of preventing damage to the environment. Such a measure may include the appointment of a place or port of refuge. Under its Rampenplan the admission of vessels in distress is decided by the Government and factors such as reasonableness, fairness and principles of proportionality will be considered. The Government could also require security to be provided.

**Norway:** Regulation 2 of May 1007, No. 396 concerning the access of Foreign Military Vessels and Aircraft to Norwegian Territory in Peacetime:-

“When subject to force majeure or to sea peril or rendering assistance to persons, ships or aircraft which are in danger or distress such ships have access to innocent passage, without having obtained permission by diplomatic means.”

**South Africa:** Wreck & Salvage Act places obligations on Masters of South African ships to assist ships or persons in distress; the South African Marine Safety Authority may direct the master or owner of a ship that is wrecked, stranded or in distress to move to a specified place, or to raise, remove or destroy such a ship itself if it is unable to contact the master or owner. South Africa is drafting a Disaster Management Act which may impact on the topic of Places of Refuge.

**Spain:** Spanish Port and Merchant Marine Act 1992. Section 107 The Port Authority, after report by the Marine Captain and in case a vessel is in danger of sinking inside the Harbour Waters may, if neither the owner nor the ship agent remove nor repair the vessel at request of the Authorities remove the vessel out of the port or destroy and sink her in place where port activity sailing and fishing are not prejudiced, at the expense of the owner.” (The same powers apply to outside the port but within Spanish Maritime Waters.)

**Sweden:** Pollution from Ship's Act (980-424). Swedish Maritime Administration is entitled to order a ship to take measures necessary for preventing pollution, to order a ship to a place of refuge, to use only certain routes etc.

**UK:** Merchant Shipping and Maritime Security Act (MSA) 1995 enables the Secretary of State or an authorised representative to declare a temporary exclusion zone for the purpose of promoting maritime safety or protecting the maritime environment (s.100A). MSA 1995 also contains power to detain dangerously unsafe ships (s.95). MSA 1995 enables orders in Council to be passed “specifying areas of sea above any of the areas for the time being designated under s.1(7) of the *Continental Shelf Act* (1964) as waters within which the jurisdiction and rights of the UK are exercisable in accordance with Part XII of UNCLOS for the protection and preservation of the marine environment” (s.129(2)(b)).

Guide to Good Practice on Port Operations and Contingency Planning for Marine Pollution Preparedness and Response: Guidelines for Ports (March 2002) reinforces the UK obligations under SOLAS to provide shelter for

maritime casualties (paragraph 2.5 provides: “Beyond providing shelter for a casualty a harbour authority may be called upon to take a casualty into port.”

Dangerous Vessels Act 1985 ss 1 and 3 empowers Harbour Masters to give directions to prohibit vessels from entering areas within their jurisdiction, and to remove vessels, where they present a grave and imminent danger to the safety of any person or property or risk of obstruction to navigation. However the Secretary of State (through SOSREP) has the power under s.137 of MSA to override the power of a Harbour Master, and direct a casualty to a place of refuge.

Merchant Shipping (Prevention of Oil Pollution) Regulations 1996 give effect to Articles 3 and 4 of OPRC Convention and Article 5 in the National Contingency Plan, the Port Marine Safety Code; Guide to Good Practice in Marine Operations and Port and Guidelines for Ports.

**United States:** The States’ Coast Guard has promulgated regulations which bear on the above topics. A vessel in a hazardous condition is required to comply with various conditions prior to entry into US waters. The Coast Guard Captain of the Port (COTP) may waive any such conditions upon finding that circumstances are such that their application is “unnecessary or impractical for purposes of safety, environmental protection, or national security.” Furthermore whilst foreign merchant vessels are prohibited from entering US waters unless they comply with the ISM Code an exception is allowed for vessels under force majeure. A district commander or COTP may also prohibit a vessel from operating in the navigable waters of the US if it is determined that the vessel’s serious repair problems create reason to believe that the vessel may be unsafe or pose a threat to the marine environment. Provisional entry may be allowed if the owner/operator proves to the satisfaction of the District Commander or COTP that the vessel is not unsafe or does not pose a threat to the marine environment and that such entry is necessary for the safety of the vessel or the persons on board. (See appendix for extract from US Coast Guard’s Marine Safety Manual). On Scene Coordinators are empowered to remove, and if necessary destroy a vessel discharging or threatening to discharge – where there are spills or the threat of spills which pose a threat to the public health or welfare of the U.S.

Article 17 of the EU Draft Directive will require States in the EEC to create Places of Refuge and plans for handling vessels in distress. (“Member States, having consulted the parties concerned, shall draw up, taking into account relevant guidelines by IMO, plans to accommodate, in the waters under their jurisdiction, ships in distress. Such plans shall contain the necessary arrangements and procedures taking into account operational and environmental constraints to ensure that ships in distress may immediately go to a place of refuge subject to authorisation by the competent authority. Plans for accommodating ships in distress shall be made available upon demand. Member States shall inform, within 12 months of the date of application of this Directive, the Commission of the measures taken in application of the preceding paragraph.”

Pursuant to the decision of the EU Court in ECR 1994 page 1-6019 - EU Fishery provisions do not necessarily apply to vessels in Ports of Refuge.

Some Countries have bilateral contingency arrangements (eg: Japan and Korea; Japan and Russia, UK and France, Norway and UK). Reference has been made to the Copenhagen Agreement; the Lisbon Agreement and the Bonn Agreement (1983) which contains the following:

“When permission of access to a port or sheltered area is requested, there is no obligation on the part of a Contracting Party to grant it .....granting access to a port or sheltered area (so called “safe haven”) could involve a political decision which can only be taken on a case- by- case basis with consideration of the balance between the advantage for the damaged ship and the environment from that ship being near the coast.”

The International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties (1969) and London Protocol (1973) (to which at least 77 Countries are parties) is also relevant to this topic.

### *Conclusion*

**21.** Whilst the principles dealing with the obligations and responsibilities of States when dealing with stricken vessels are mostly identified in the International Conventions some countries have clearly not become parties to those Conventions and of those which are parties very few have followed through on the Conventions and developed National laws to give detailed effect to those principles in their local jurisdictions. Most significantly there is a paucity of National legislation which relates to the provisions of Article 11 of the Salvage Convention or Articles 17, 18 21 or 39 (1)(c) of UNCLOS.

**22.** Similarly it appears that National Plans do not, for the most part, give guidance to those who might be in distress as to what they should do in such situations or to those with the power and responsibility to administer National laws as to what criteria will be adopted in considering requests for assistance.

**23.** It may be that Governments (particularly in those countries where there are Federal/State/Regional issues to be taken into account) are unaware of the various responsibilities, duties and powers which they may have both under International law and their own domestic law where casualties occur in or near their Territorial waters, and seek a Place of Refuge. Governments, it is suggested, need to have consistent (but not inflexible) processes for dealing with requests for Places of Refuge. Such places may need to be identified in advance and published and Governments may need to identify the controls, or conditions, that they may want to apply before permitting entry into a Place of Refuge, (such as security, guarantees undertakings, length of stay involvement of salvors, the survey of the vessel etc). Related to such issues which Governments may need to consider are questions concerning the availability of equipment and the power to requisition/commandeer equipment which might be necessary in an emergency.

## ANNEX 1

## CMI PLACES OF REFUGE QUESTIONNAIRE:

## SUMMARY OF RESPONSES RECEIVED IN TABULATED FORM

## 1.1 Has your country ratified the Salvage Convention?

Argentina	No	Denmark	Yes	Japan	No	South Africa	No*
Australia	Yes	France	Yes	DPR Korea	No	Sweden	Yes
Belgium	No	Germany	Yes	Mauritanie	No	UK	Yes
Brazil	No	Greece	Yes	Netherlands	Yes	US	Yes
Canada	Yes	Hong Kong	Yes	New Zealand	No		
Chile	No	Ireland	Yes	Norway	Yes		
China	Yes	Italy	Yes	Spain	No		

\* But given the force of law in South Africa.

1.2&1.3 No countries who have ratified Salvage Convention have adopted legislation to give effect to Article 11.

1.4&1.5 Only **Germany, Norway and the UK** have designated any particular Places of Refuge and these places are known to the public or to the shipping community in the case of Germany and Norway, but not the UK.

## 2.1 Has your country ratified the Law of the Sea Convention 1982?

Argentina	Yes	China	Yes	Ireland	Yes	New Zealand	Yes
Australia	Yes	Denmark	Yes	Italy	Yes	Norway	Yes
Belgium	Yes	France	Yes	Japan	Yes	Spain	Yes
Brazil	Yes	Germany	Yes	DPR Korea	Yes	Sweden	Yes
Canada	No	Greece	Yes	Mauritanie	Yes	UK	Yes
Chile	Yes	Hong Kong	Yes	Netherlands	Yes	US	No

2.2/2.3 Countries who have adopted any legislation or regulation to give effect to Articles 17, 18, 21 and 39(1)(c).

**China, Korea, Norway and South Africa.**

2.4 The only countries which have provisions applicable to ships which are the victims of force majeure or distress and their rights to seek shelter in a place of refuge are:

**China and Norway**

2.5 The only countries which have implemented the principle enshrined in Article 195 of the Convention are **Brazil, Denmark Greece and Hong Kong.**

*CMI Paper – Annex 1***2.6 Has your country developed any contingency plan as referred to in Article 199?**

Argentina	<b>Yes</b>	Denmark	<b>Yes</b>	Japan	<b>Yes</b>	South Africa	<b>No</b>
Australia	<b>Yes</b>	France	<b>Yes</b>	DPR Korea	<b>No</b>	Sweden	<b>Yes</b>
Belgium	<b>Yes</b>	Germany	<b>Yes</b>	Mauritanie	<b>Yes</b>	UK	<b>Yes</b>
Brazil	<b>No</b>	Greece	<b>Yes</b>	Netherlands	<b>Yes</b>	US	<b>Yes</b>
Canada	<b>Yes</b>	Hong Kong	<b>Yes</b>	New Zealand	<b>Yes</b>		
Chile	<b>No</b>	Ireland	<b>No</b>	Norway	<b>Yes</b>		
China	<b>Yes</b>	Italy	<b>Yes</b>	Spain	<b>No</b>		

2.7&2.8 The only countries who have developed a contingency plan which contains provisions for the admission into a Place of Refuge of a vessel in distress which may threaten to cause pollution are:

**Australia, Denmark, Germany, Netherlands, New Zealand and UK**

**3.1 Has your country ratified the OPRC Convention?**

Argentina	<b>Yes</b>	Denmark	<b>Yes</b>	Japan	<b>Yes</b>	South Africa	<b>No</b>
Australia	<b>Yes</b>	France	<b>Yes</b>	DPR Korea	<b>Yes</b>	Sweden	<b>Yes</b>
Belgium	<b>No</b>	Germany	<b>Yes</b>	Mauritanie	<b>Yes</b>	UK	<b>Yes</b>
Brazil	<b>Yes</b>	Greece	<b>Yes</b>	Netherlands	<b>Yes</b>	US	<b>Yes</b>
Canada	<b>Yes</b>	Hong Kong	<b>Yes</b>	New Zealand	<b>Yes</b>		
Chile	<b>Yes</b>	Ireland	<b>Yes</b>	Norway	<b>Yes</b>		
China	<b>Yes</b>	Italy	<b>Yes</b>	Spain	<b>Yes</b>		

3.2 The countries which have adopted legislation to give effect to Article 3, 4 and 5 are:

**Argentina, Australia, Brazil, Chile, China, Denmark, France, Greece, Hong Kong, Japan, Korea, Netherlands, New Zealand, Sweden, UK and US.**

3.3 Countries who have adopted any Oil Pollution Response Contingency Plan:

**Argentina, Australia, Canada, Chile, China, Denmark, France, Germany, Greece, Hong Kong, Japan, Korea, Netherlands, New Zealand, Norway, Spain, Sweden, UK and US.**

3.4 Countries who have **not** reported such contingency plans to the IMO:

**Brazil, Chile, China, Hong Kong, Korea and Netherlands.**

3.5 The only countries who have contingency plans which contain provisions dealing with the admission of a ship in distress which may prove a threat of pollution:

**Australia, Germany, Hong Kong, Netherlands, New Zealand, Sweden and UK.**

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3.6 The plans of the countries referred to in 3.5 (other than Hong Kong and the Netherlands) do not contain provisions requiring financial or other security as a condition of entry.

4.1/4.2 Countries which have had experience of ships in distress being refused entry:

**Australia, Belgium, Brazil, Ireland, South Africa, Spain, UK, US.**

4.3/4.4 Countries in which a vessel needing salvage assistance in a place of refuge has been permitted entry:

**Australia, Belgium, France, Germany, Greece, Hong Kong, Ireland, Japan, South Africa, Sweden, UK, US.**



## ANNEX 2

## SCHEDULE OF CASUALTY EXPERIENCE

**4.1** *Have you had experience of a casualty in your country's territorial waters, EEZ or indeed internal waters in which a vessel needing salvage assistance in a place of refuge has been refused entry by your administration? If so please give details.*

Countries which **have** had such experience:

**Australia:** “Iron Baron” (1995). Bulk carrier refused entry to discharge cargo at Launceston (after grounding on reef) and by Tasmanian Government to enter place of refuge on east coast of Flinders Island.

**Belgium** – “Attican Unity” (1977); MS “Long Lin” (1992), both vessels were refused entry after respectively suffering fire and collision damage.

**Brazil:** “Aida”. Vessel ordered by Brazilian naval authorities to leave territorial waters in view of her unsafe condition.

**Canada:** There are examples of ships being refused entry, initially, but subsequently permitted entry: “Trave Ore” (1987); “Kitano” (2001); “Eastern Power” (2001)

**Ireland:** MV “Toledo” (1990). Salvors were ordered by Minister of Marine not to enter Irish Territorial waters.

**South Africa:** “Belofin”. Passenger ship on route to scrap in India, severe list, too dangerous to board. Sank 7 hours after aerial inspection on 21 October 2000. “Sea”. Passenger ship on route to scrap in India. Sought permission to enter. Told to stabilise her for SAMSA surveyors to board the ship to inspect her. The stabilising and inspection never materialised and the ship sank five days later on 12 July 2001. “Sun”. Passenger ship en route to scrap. Took on a severe list and owners requested permission to enter Algoa Bay. Salvors and a SAMSA surveyor boarded the vessel. She sank within 18 hours of the inspection on 25 July 2001. “Bismihita’la.” A bulk carrier which developed a severe port list off Cape Town on 30 August 2001. SAMSA refused her and her tow entry into internal waters. Ship was finally scuttled more than 200 miles off the coast of Namibia on 16 September 2001. “Ikan Tanda”. Grounded on 3 September 2001 discharging whatever fuel oil was left on board and lightening by discharging 12,000 tonnes of cargo, was pulled off the beach on 17 October 2001. SAMSA refused permission for the vessel to enter False Bay or Table Bay for damage assessment. The vessel was finally scuttled 200 miles west of Cape Town.

**Spain:** Castor (2001).

**UK:** M/T “Andros Patria” and M.V. “Aeolian Sky”

M/T “Andros Patria (1978) developed a 50ft crack in her hull in heavy seas off Cape Finisterre. An explosion occurred. About 50,000 tons of oil were

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lost but the tanker remained afloat. The Spanish, Portuguese, French and British Governments all refused permission for the stricken tanker to enter their territorial waters for fear of pollution. The salvors towed the tanker 250 miles south of the Azores where an STS was commenced. The vessel was then allowed entry into Portuguese waters.

M.V. "Aeolian Sky" (1979) collided with M.V. "Anna Knuppel" 12 miles South-East of Portland Bill. The vessel was forbidden entry to both Southampton and Portsmouth and a request to be allowed to beach the vessel was refused. It sank on 4 November 1979, 10 hours after the collision.

US: "Prinsendam" (Oct. 1980). Passenger ship under tow by salvor refused permission to enter sheltered waters of Inside Passage, Gulf of Alaska. Countries which **have not** had such experience: **Argentina, Chile, Denmark, France, Germany, Greece, Hong Kong, Sweden.**

**4.3** *Have you had experience of a casualty in your country's territorial waters, EEZ or indeed internal waters in which a vessel needing salvage assistance in a place of refuge has been permitted entry by your administration? If so please give details.*

Countries which **have had** such experience:

**Australia:** "Princess Anne Marie" (1975). Tanker suffered structural damage in Indian Ocean and directed to a place of refuge of the Dampier Archipelago and the cargo was transferred without further incident. "Fared Fares" (1982). Livestock carrier caught fire whilst on route past the coast of South Australia. Vessel sank whilst a request for a place of refuge was being considered before posing a threat to the coastal environment. "Nella Dan" (1987), aground at Macquarie Island. After the vessel was refloated, consideration was given to towing the vessel to a safe location on the Australian mainland for repairs, but would have been a danger to navigation or a threat to the marine environment and the vessel subsequently sank after being towed to sea. "Kirki" (1981). Tanker suffered structural failure off the coast of Western Australia. The State Government's decision to relocate the vessel to the Pilbara area for transfer of remaining cargo was opposed by environmental authorities as well as the local community. The cargo was successfully transferred to another vessel. "Daishowa Maru" (1992). Woodchip carrier grounded near Eden, New South Wales, and sought refuge for towage repairs. The Royal Australian Navy agreed to permit the vessel to anchor in Jervis Bay. However, local conservationist opposition resulted in an alternative location being sought. Port Kembla was offered but the port was considered too confined and the tow ultimately obtained refuge in the Barrier Reef off Gladstone prior to continuing to Japan.

**Belgium:** "Ever Decent" allowed entry after collision. (There are other examples)

**Canada:** The three vessels referred to in 4.1 were ultimately permitted entry.

**France:** Tanio

**Germany:** Yes

**Greece:** Yes (numerous instances)

**Hong Kong:** Yes. In late 2001 a vessel en route from Singapore to China was holed due to cargo shifting in the South China Sea and put into Hong Kong for repairs.

**Ireland:** “Tribulus” (1990) permitted entry to Bantry Bay. MV “Kowloon Bridge” (1986) also took refuge in Bantry Bay.

**Hong Kong:** Yes.

**Japan:** No specific instances but in cases where there is imminent danger due to serious damage, emergency entrance to Japanese territorial waters or internal waters invariably permitted.

**South Africa:** Yes (approximately 30 vessels)

**Sweden:** “Scandinavian Star”: Fire on board and taken to a place of refuge in Sweden.

**UK:** “Darya Tara” (1993) met heavy weather on passage and the cargo shifted. She put into Brixham and the cargo had to be restowed. “Mimosa” (1995) was seriously damaged 10 metres below the waterline through contact with an underwater object 80 miles west of the Hebrides. Permission was given to her to divert to Lyme Bay in the south of England under escort of the naval corvette “Eithne” and Coastguard tug/supply boat “Brodospas Sun”. “Sea Empress” (1996) was sailing into Milford Haven under the supervision of a professional pilot when she ran aground on the Mid-Channel rocks. It was not almost a week later that she could be brought alongside a jetty. “Multitank Ascania” (1996) had an engine room fire off the north coast of Scotland. The vessel drifted without power through the Pentland Firth, one of the UK’s most dangerous stretches of water, before drifting to a sheltered anchorage at Dunnet Head. The UK Government’s Emergency Towing Vessel “Anglian Prince” stood by during the salvage operation and acted as a passive escort during the final tow. “Norwegian Dream” (1999) collided with “Ever Decent” in the English Channel. The “Ever Decent” suffered serious damage and had approximately 18 containers on fire. The fire was eventually extinguished and a formal Passage Plan to Zeebrugge which was also agreed by the French and Belgian authorities was approved. The “Norwegian Dream” managed to sail to Dover on its own power despite a gaping metal gash in her bow. “Dole America” (1999) collided with the Nab Tower in the Solent approaches. The vessel was driven aground outside the main channel to prevent her from capsizing. A Salvage Control Unit was established at Solent MRSC, intervention powers were exercised and an exclusion zone was established around the vessel. She was later refloated and towed to Southampton for repairs. On the casualty’s arrival at Southampton, access to dry dock facilities was refused by private owners. “Coastal Bay” (2000) grounded in Church Bay on the west coast of Anglesey. Grounding caused a crack between the forepeak bulkhead and number 3 fuel tank. MV “Coastal Bay” was refloated. After an underwater survey a passage plan was approved by the SOSREP and she departed under tow for Glandstone’s dock, Liverpool, for repairs. A collision

took place in the South West traffic lane of the Dover Straits between the tanker “Gudermes” and the fishing vessel “St Jacques II” in 2001. Dover Coastguards spoke with the “Gudermes” after the collision to ascertain the status of the vessel, make an offer of assistance and ask the Master what his intentions were. The Master initially thought he could continue in his voyage but powers of persuasion were brought to bear and he agreed to come into an anchorage off Dover whilst the damage was assessed. MV “Lysfoss” (2001) hit rocks and grounded in the Sound of Mull. It was eased off the rocks after a joint salvage operation involving the SOSREP, the vessel’s owners, the MCA Counter Pollution branch and the salvors. It was then moved towards Salen Bay in the south of the Isle where it was checked and repaired. “Ab Bilbao” (2001) suffered an explosion which damaged a cargo hold off Margate. The crew made temporary repairs and she sought shelter. The vessel was moved to a safe haven under directions issued by the SOSREP. MT “Willy” (2002) stranded at Cawsands in the outer Plymouth Sound. Unfortunately, much of the vessel’s bottom had been ripped and holed and she had to be pressed up on air for refloatation and passage to the port of Falmouth for dry-docking and inspection. “Kodima” (2002) hit a sandy beach at Tregantle Range in Whitsand Bay, Cornwall. The contingency plans in place to counter pollution were not needed during the refloatation and the vessel was able to make its way under tow to Falmouth.

**US:** No specific instances documented but generally believe small freighters and fishing vessels have been permitted entry.

Countries which have **not** had such experience: **Argentina, Chile, Denmark**, (German MLA referred to a vessel refused entry into Denmark and eventually stranded on German coast).

**ANNEX 3****PROVISION OF SAFE HAVEN FOR DISABLED  
OR DAMAGED VESSELS AT SEA****Queensland State Coastal Waters and Waters of the Great Barrier Reef  
World Heritage Region***Guidelines for Responsible Authorities*

QUEENSLAND PORT AUTHORITIES  
 QUEENSLAND DEPARTMENT OF ENVIRONMENT AND HERITAGE  
 AUSTRALIAN MARITIME SAFETY AUTHORITY  
 GREAT BARRIER REEF MARINE PARK AUTHORITY.  
 QUEENSLAND DEPARTMENT OF TRANSPORT

*Compiled by:**Marine and Ports Division**Queensland Department of Transport***OPERATIONAL AND ENVIRONMENTAL CRITERIA FOR ASSESSMENT  
OF REQUESTS FOR SAFE HAVEN****Initial Notification**

Information obtained initially from the vessel requesting safe haven should contain:

- Name, Nationality and Flag State of vessel
- Owner of vessel
- Size, length, beam and draft of vessel
- Local or Australian agent
- Position of vessel
- Course and speed (steaming, adrift or at anchor)
- Weather and sea conditions
- Type of vessel and cargo classification, (access automated manifest systems such as “Sea Cargo”)- Nature and quantity of hazardous or harmful substances carried
- Nature and extent of damage
- Cause of damage
- Casualties
- Immediate assistance required
- Actual pollution or potential for pollution
- Response action taken by vessel
- Details of safe haven request

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*Places of Refuge*

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- Person on ship making request
- Preferred language for communications
- Date/time of request

The responsible authority receiving a request for safe haven shall immediately inform the other responsible authorities.

**Criteria for Classification of Casualties**

The following criteria must be addressed when assessing a vessel requesting safe haven:

Current and forecast weather and sea conditions at vessel position

- ☐ Vessel size
- ☐ Current and forecast structural condition of vessel
- ☐ Operational and mechanical status
- ☐ Type and integrity of cargo (declaration of pollutants/noxious, hazardous substances aboard)
- ☐ Pollution risk
- ☐ Risk of fire explosion or toxic hazard
- ☐ Repairs being undertaken aboard
- ☐ Limitation of crew capabilities and resources
- ☐ Compliance with insurance requirements
- ☐ Requirement for human casualty assistance/evacuation
- ☐ Requirement for inspection by surveyors/Harbour Master
- ☐ Requirement for tugs
- ☐ Requirement for salvage crew
- ☐ Requirement to undertake lightening operations

**Operational Requirement for Selection of Safe Haven**

The following operational criteria must be considered in selecting a safe haven:

- ☐ Adequate sea room and depth of water with relatively unobstructed approach from seaward
- ☐ Presence of good holding ground for immediate anchoring during approach
- ☐ Availability and positioning of suitable tugs or other support vessels during approach
- ☐ Availability of helicopters or fixed wing aircraft for rescue or surveillance
- ☐ Provision of marine pilot during approach
- ☐ Prevailing weather conditions during approach
- ☐ Shelter from prevailing weather and swell at safe haven
- ☐ Suitability of holding ground at safe haven

- ☐ Access to safe haven by land and air transport modes
- ☐ Availability of berthing and maintenance facilities if required and consideration of the actual and potential physical and economic effect of the requesting vessel on such facilities and port operations
- ☐ Availability of firefighting and oil pollution response equipment and operating personnel
- ☐ Compliance with instructed preventative measures (navigational directions, marine surveyor/salvor aboard to ensure compliance with preventative instructions, tugs in attendance as directed, compulsory pilotage)
- ☐ Any requirement under Administration legislation to post an adequate bond to cover any risk (pollution, grounding, damage to port facilities)
- ☐ Overall risk posed to coastal waters, coastline or proposed safe haven
- ☐ Restricting or prohibiting unauthorised vessels/vehicles and personnel as required during operation
- ☐ Through Civil Aviation Authority, restriction on use of air space over vessel route or haven, if required
- ☐ Notification of Quarantine and Customs as required
- ☐ Alternatives to granting safe haven (facilitating on board repairs)
- ☐ When practical, and particularly where serious impact to coastal resources may occur, consultation with the community should be undertaken as soon as possible.

### **Environmental and Socioeconomic Requirements for Selection of a Safe Haven**

The requirements listed under must be considered in conjunction with operational factors:

- ☐ Assessment of environmental risk to ecological and socioeconomic resources, both along the approach to and at the proposed safe haven
- ☐ Ecological and socioeconomic resources include reefs, islands coastline, significant species, habitats, fisheries, commercial activity and amenities
- ☐ Analysis of “worst case” scenario and the effects on environmental resources
- ☐ Liaison with environmental groups within the community

## ANNEX 4

**US. COAST GUARD MARINE SAFETY MANUAL****Volume VI - Ports and Waterways Activities****Chapter 1 - Ports and Waterways Safety****Force Majeure**

1. **General.** Force Majeure is a doctrine of international law which confers limited legal immunity upon vessels which are forced to seek refuge or repairs within the jurisdiction of another nation due to uncontrollable external forces or conditions. This limited immunity prohibits coastal state enforcement of its laws which were breached due to the vessel's entry under force majeure.
2. **Definition.** Emergency entry, or force majeure, is defined as an overwhelming force or condition of such severity that it threatens loss of the vessel, cargo or crew unless immediate corrective action is taken. Force majeure is based upon the historical premise in international law that, if a vessel is compelled to move into the waters of a foreign state by some uncontrollable external force, then the vessel should be excused from compliance with domestic laws which prohibit such entry.
3. **Burden of Proof.** The burden of proof that a vessel has a valid claim of force majeure rests with the vessel, its master and owner. A claim of force majeure is supported only by the existence of overwhelming conditions or forces of such magnitude (e.g., severe storm, fire, disablement, mutiny) that they threaten the loss of the vessel, crew, or cargo unless immediate action is taken. Conversely, an invalid claim of force majeure has no effect on the authority of the coastal state to take all appropriate law enforcement action against an entering vessel.
4. **COTP Authority.** Each Coast Guard COTP, and the District Commander, has the authority to verify and then accept or reject claims of force majeure for the purposes of enforcing applicable laws. Even if a vessel exhibits a valid force majeure claim, the COTP may nevertheless take action to remove a hazard to life or property under the authority of the Ports and Waterways Safety Act (33 USC 122 1, et seq.). For example, in the event of fire, flooding, or collision damage which may affect the safety of a vessel or its cargo the COTP would ascertain the condition of the vessel, determine the existence of any hazard to the port, and make any COTP order consistent with the right of entry under force majeure and the protection of the port. The COTP may direct the vessel to a specific location and not to the port of their choice. However, once a force majeure claim has been validated, the Coast Guard alone is the Federal agency responsible for granting or denying vessel entry.



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*Questionnaire*

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## **CRIMINAL OFFENSES COMMITTED ON FOREIGN FLAGGED SHIPS**

### **QUESTIONNAIRE**

#### *Introduction*

In document LEG 85/10, Japan referred to an incident involving the M/V Tajima, a Panamanian flagged ship with a mixed Japanese and Philippine crew. It was alleged that the Japanese second officer was killed by two Philippine seafarers while the vessel was on the high seas. The master placed the suspects in custody until the ship made a cargo call in Japan.

Questions have arisen as to the appropriate conduct of the coastal (or port) State where there are alleged criminal offences on foreign flagged ships and, in particular, whether there was an offence committed under article 3(1)(b) of SUA 1988.

The purpose of this questionnaire is to collate information about law and practice internationally, in order to see if it is necessary to enact international legislation or to produce guidelines as to the appropriate response of coastal (or port) States. For the international law background, reference may be made to document LEG 85/10 (attached)<sup>1</sup>.

Questions 1 to 4 concern the application of general criminal law. Questions 5 and 6 deal with the position under SUA.

#### *General Criminal Jurisdiction (not under SUA)*

*Question 1:* Under your national criminal law, is there jurisdiction to try an alleged offender in your State in respect of general criminal offences committed on a foreign flagged ship:

- A. on the high seas?
- B. in territorial (or other) waters?

*Question 2:* In particular, under your national criminal law is there jurisdiction to try an alleged offender who is a foreign national, where the victim is a national of your State, in respect of general criminal offences committed on a foreign flagged ship:

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<sup>1</sup> At page 149.

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*Criminal offences committed in foreign flagged ships*

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- A. on the high seas?
- B. in territorial (or other) waters?

*Question 3:* Where there is an alleged criminal offence committed, on a foreign flagged ship, by a foreign national against one of your nationals, would your State, in practice,

- A. prosecute the alleged offender?
- B. receive or remove the alleged offender from the ship?
- C. detain the alleged offender?
- D. return the alleged offender to the flag State/State of the alleged offender's nationality /or other State?

*For Question 3, please indicate any conditions under which the above options A-D might be exercised.*

*Question 4:* Where there is an alleged criminal offence committed, on a foreign flagged ship, by one of your nationals against a foreign national, would your State, in practice,

- A. prosecute the alleged offender?
- B. receive or remove the alleged offender from the ship?
- C. detain the alleged offender?
- D. return the alleged offender to the flag State/State of the alleged offender's nationality /or other State?

*For question 4, please indicate any conditions under which the above options A-D might be exercised.*

*Coastal (or Port) State Procedure under SUA*

Article 3(1)(b) of SUA 1988 requires there to be an "act of violence" which "endangers the safety of the vessel".

*Question 5:* If your authorities received information from a master about an act of violence allegedly committed on a foreign flagged ship which might fall within article 3(1)(b) of SUA 1988, how would your State deal with a request from the master to accept delivery of the alleged offender under article 8? In particular,

- A. Which authority would assume responsibility (e.g. Police, Coastguard, Maritime or harbour authority)?
- B. How extensive an investigation would be made (e.g. would the authority make the decision to accept delivery under SUA after a full investigation, or rely on the initial assessment of the master that safety was endangered)?

*Question 6:* On the outline facts of the Tajima case, what action would your State have taken as a coastal (or port State)? In particular,

- A. Would you have accepted delivery of the alleged offender?
- B. Did the facts bring the case within article 3(1)(b) of SUA?

*For Question 6, please indicate any factor which influenced the answers to A and B.*

## IMO

LEGAL  
COMMITTEE

LEG 85/10  
29 August 2002  
Original: English

### **DISCUSSION ON THE MEASURES TO PROTECT CREWS AND PASSENGERS AGAINST CRIMES ON VESSELS**

**Submitted by Japan**

#### *Executive Summary*

This document proposes to start a discussion on the measures that a country should take in the case where a vessel on which a crime was committed when the vessel was on the high seas makes a call at its port.

#### *Action to be taken*

Paragraph 10

#### *Related Documents*

None

### **Background**

1. On 7 April 2002, an incident occurred on board a Panamanian flag vessel, **M/V Tajima** crewed by six Japanese and eighteen Filipinos. It was suspected that a Japanese second officer was killed by two Philippine seafarers on board the vessel which was travelling on the high seas.
2. In the above situation, the Republic of Panama, as the flag State, was the only State that could exercise its criminal jurisdiction over the vessel. Neither Japan nor the Philippines could exercise their criminal jurisdictions in relation to such suspected murders on board the vessel flying the flag of another State, due to the absence of appropriate provisions in their respective domestic laws.
3. On 12 April 2002, the **Tajima**, with two suspects kept in custody by the captain in his capacity, called at the Himeji Port located near Osaka and unloaded its cargo. Although the vessel was scheduled to depart on 14 April 2002, the operating company, and others concerned, adjusted its schedule because of their concern about the safety of its navigation with two murder suspects on board. The vessel was compelled to prolong its anchoring at Himeji Port until the suspects would be disembarked.

4. About a month later, on 14 May 2002, following the official request from the Government of the Republic of Panama, the Government of Japan (the Japan Coast Guard) detained the two suspects temporarily, in accordance with the Japanese Law of Extradition. On 15 May 2002 at last the vessel departed for the next destination.

5. Thus, for more than one month, the vessel was compelled to stay at the port and the captain was obliged to keep in custody the two suspects in the vessel in his capacity. The stability and constancy of maritime transport were negatively affected. The incident further caused actual great economic loss to the shipping company due to the suspension of operation of the vessel.

### **Points of issue**

6. Generally, the captain of a vessel is empowered to conduct any investigation in connection with any crime committed on board the vessel during passage. However, if the captain detains a suspect, he/she would be compelled to continue the navigation with any suspects detained on board, which would endanger the safety of navigation caused by the nature of the suspects, the structure of the vessel or the contents of the cargo. The captain will have difficulties, either physical or legal, in delivering such suspects for their detention by the States concerned, as follows.

#### **(a) Detention by the flag State**

(i) According to the United Nations Convention on the Law of the Sea (UNCLOS), every State has the right to sail ships flying its flag on the high seas (Article 90), and those ships shall sail under the flag of one State only and shall be subject to its exclusive jurisdiction on the high seas (Article 92, paragraph 1). However, if an incident on board a ship occurred geographically far from the territory of its flag State, it would be physically difficult for the flag State to take any steps according to the right to exercise its criminal jurisdiction over the incident irrespective of the position of the ship, either on the high seas or in the third State's territorial sea.

#### **(b) Detention by the State of nationality of the victim or suspect**

(i) If the State of the suspect's nationality has a penal code that does not extend its jurisdiction over its nationals who committed crimes outside its territory and if the State of the victim's nationality has a penal code that does not extend its jurisdiction over the crimes whose victim is its national, neither of these States are entitled to exercise criminal jurisdiction over such crimes.

(ii) Even when the former's penal code covers crimes committed by its national outside the country or when the latter's penal code covers the crimes whose victim is its national, these States would not be able to extend their criminal jurisdiction if they were physically far from the vessel in question, as is the case for the flag State mentioned in paragraph (a).

*Criminal offences committed in foreign flagged ships***(c) Measures taken by a port State**

- (i) According to the UNCLOS (Article 27, paragraph 5), except for the cases of the enforcement jurisdiction of a port State with regard to the protection of the marine environment and of the enforcement jurisdiction with regard to fishing in the EEZ vested in the coastal State, the coastal State (port State) may not take any steps on board a foreign ship passing through the territorial sea to arrest any person or to conduct any investigation in connection with any crime committed before the ship entered the territorial sea, if the ship, proceeding from a foreign port, is only passing through the territorial sea without entering internal waters.
- (ii) This provision leads us to presume that, when a foreign ship with suspects on board is in the internal water including, inter alia, when it is anchoring at the port, the coastal State (port State) could exercise the criminal jurisdiction in connection with crimes committed in the high seas on board such ship, if the coastal State (port State) has national legislation that extends its jurisdiction over the criminal acts concerned committed outside its territory. In addition, the UNCLOS allows the coastal State (port State) to exercise the criminal jurisdiction (arrest the suspects, for example) on board a foreign ship passing through its territorial sea when the master of the ship (captain) or the diplomatic agent or consular officer of the flag State requests the assistance of the local authorities (Article 27, paragraph 1, see paragraph 3, below).
- (iii) However, a coastal State (port State) is not obliged to take temporary custody of a suspect even if the captain of the ship so requested.

**Recommendation**

7. In the area of air transportation, there already exists a multilateral treaty, which provides for the swift delivery of the suspects of the crimes committed on board an aircraft at the discretion of the aircraft commander. The Convention on Offences and Certain Other Acts Committed on Board Aircraft stipulates that the contracting State in the territory of which such aircraft lands shall take delivery of any person who the aircraft commander has reasonable grounds to believe has committed on board the aircraft an act which, in his opinion, is a serious offence according to the penal law of the State and shall take custody or other measures to ensure the presence of such person. According to the UNCLOS (Article 27, paragraph 1), if the assistance of the local authorities has been requested by the master of the ship (captain) or by the diplomatic agent or consular officer of the flag state, the criminal jurisdiction of the coastal State (port State) may be exercised on board a foreign ship passing through the territorial sea to arrest any person or to conduct any investigation in connection with any crime committed on board the ship during its passage. The Government of Japan would like to propose

to discuss in the Committee whether a scheme similar to the one for aircraft is necessary in the maritime regime in addition to the scheme stipulated in the UNCLOS. If the Committee considers that the establishment of such a scheme would be necessary or desirable, it should also examine what instruments, or the combination thereof, would be the most appropriate and expeditious way to establish such scheme (adoption of a new treaty, decisions, resolutions, adoption of standards, guideline or model national law etc.).

8. The relevant provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft are attached at Annex.

9. Although the Convention for the Suppression of Unlawful Acts against the Safety of Maritime Navigation 1998 (SUA 1998) establishes a similar scheme to the one established by the Convention on Offences and Certain Other Acts Committed on Board Aircraft<sup>7</sup>, SUA does not cover crimes like the one committed in the case described above.

### **Action to be taken by the Legal Committee**

10. The Legal Committee is requested to take note of this proposal and decide to include this proposal in the Work Programme of the Committee.

## **ANNEX**

### **CONVENTION ON OFFENCES AND CERTAIN OTHER ACTS COMMITTED ON BOARD AIRCRAFT (EXTRACT)**

#### **Chapter III (Powers of the aircraft commander)**

##### *Article 5*

1. The provisions of this Chapter shall not apply to offences and acts committed or about to be committed by a person on board an aircraft in flight in the airspace of the State of registration or over the high seas or any other area outside the territory of any State unless the last point of take-off or the next point of intended landing is situated in a State other than that of registration, or the aircraft subsequently flies in the airspace of a State other than that of registration with such person still on board.

##### *Article 9*

1. The aircraft commander may deliver to the competent authorities of any Contracting State in the territory of which the aircraft lands any person who he has reasonable grounds to believe has committed on board the aircraft an act which, in his opinion, is a serious offence according to the penal law of the State of registration of the aircraft.

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*Criminal offences committed in foreign flagged ships*

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## Chapter V (Powers and Duties of States)

*Article 13*

1. Any Contracting State shall take delivery of any person whom the aircraft commander delivers pursuant to Article 9, paragraph 1. 2. Upon being satisfied that the circumstances so warrant, any Contracting State shall take custody or other measures to ensure the presence of any person suspected of an act contemplated in Article 11, paragraph 1 and of any person of whom it has taken delivery. The custody and other measures shall be as provided in the law of that State but may only be continued for such time as is reasonably necessary to enable any criminal or extradition proceedings to be instituted.

*Article 14*

1. When any person has been disembarked in accordance with Article 8, paragraph 1, or delivered in accordance with Article 9, paragraph 1, or has disembarked after committing an act contemplated in Article 11, paragraph 1, and when such person cannot or does not desire to continue his journey and the State of landing refuses to admit him, that State may, if the person in question is not a national or permanent resident of that State, return him to the territory of the State of which he is a national or permanent resident or to the territory of the State in which he began his journey by air.

## **CONSIDERATION OF THE UNESCO CONVENTION ON THE PROTECTION OF UNDERWATER CULTURAL HERITAGE**

### **REPORT OF THE CMI WORKING GROUP<sup>1</sup>**

1. On November 2, 2001, the 31<sup>st</sup> General Conference of the United Nations Educational Scientific and Cultural Organization (“UNESCO”) adopted the Convention On The Protection Of Underwater Cultural Heritage (“UCH Convention”). The text of the UCH Convention can be found on the UNESCO website at: [www.UNESCO.org](http://www.UNESCO.org) (under the link for Legal Instruments).

The UCH Convention will enter into force three months after the deposit of the 20<sup>th</sup> instrument of acceptance, approval or ratification. As of the date this paper was completed, the UCH Convention had not entered into force.

2. The UCH Convention was approved by a vote of 87 in favor and 4 against, with 15 abstentions. The countries which voted against the Convention were Norway, Russian Federation, Turkey and Venezuela. The countries which abstained include Brazil, Colombia, Czech Republic, France, Germany, Greece, Guinea-Bissau, Iceland, Israel, Netherlands, Paraguay, Sweden, Switzerland, United Kingdom and Uruguay. The United States of America was not a voting member of UNESCO, but had observer status and its delegate advised the Conference that it opposed the Convention.

3. At its meeting in Singapore on 16 February, 2001, the Assembly of the CMI passed a resolution concerning the draft UNESCO convention and requested the Chairman of the International Working Group to continue to monitor progress of the draft convention and to seek ways of ensuring that the convention, in final form, does not conflict with existing international salvage law. Bearing this mandate in mind, the IWG has given careful consideration to the UCH Convention. For the reasons outlined below, the CMI opposes ratification of the Convention.

4. The UCH Convention has been under discussion in draft form since in 1995. Indeed, discussions about such a convention began several years earlier.

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<sup>1</sup> The first report of the CMI Working Group is published in CMI Yearbook 2001-Singapore II, page 254. See also the report by John D. Kimball to the Singapore Conference, *ibidem*, page 615 and the letter of the President of the CMI to the Director General of UNESCO, *ibidem*, at page 620.



There were four extensive meetings of governmental experts from UNESCO members and observers which led to approval of the draft convention at the final session held in Paris from July 1–8, 2001.

5. The CMI supports the goal of the UCH Convention of protecting underwater cultural heritage. The CMI recognizes that there are certain shipwrecks which have great historical, archaeological, cultural or other importance and, if at all possible, should be protected and preserved. In addition, the CMI agrees with certain parts of the annex to the Convention to the extent they set forth generally accepted archaeological principles which should be followed in protecting underwater cultural heritage. Nonetheless, there are several fundamental aspects of the Convention which cause us to be concerned and which should be given careful consideration by any country which may be considering whether to accept it.

6. The CMI questions Article 2 and Rule 1 of the annex to the extent they state that in situ preservation shall be considered a first option. In situ preservation is only one of several options which should be considered and in some cases may be entirely inappropriate and lead to the destruction and loss of property which might have been preserved.

7. The CMI also questions Rule 2 of the annex. In many instances, there should be no objection to the sale of property which is found underwater. Indeed, in our view, having the ability to sell some or all of the property may be the only viable way of obtaining adequate funding to protect UCH. This is a section of the Convention which conflicts with the law of salvage.

8. With respect to the main body of the convention itself, the CMI has the following primary objections:

a) The CMI objects to the definition of UCH contained in Article 1(A). The definition is far too broad and may have the unintended consequence of making enforcement of the convention impossible as a practical matter. The CMI would prefer a definition which restricts the coverage of the Convention to underwater property which is recognized to have historic, cultural, archaeological or other significance. We also question the 100 year time rule, which, for example, would exclude some important shipwrecks, including the wreck of the Titanic, as part of the underwater cultural heritage.

b) Notwithstanding Article 3, the Convention appears to be at variance with the Law of the Sea Convention ("UNCLOS") in creating greatly expanded coastal state jurisdiction over ship wrecks on the continental shelf. There are serious questions as to whether the notification and approval schemes outlined in Articles 9 – 12 are in conflict with UNCLOS.

- c) The CMI objects strongly to the UCH Convention to the extent it is intended to abrogate the law of salvage or finds. The CMI is firmly of the view that the law of salvage and the law of finds are not incompatible with the protection of underwater heritage. The CMI strongly encourages an interpretation of Article 4 which permits application of the law of salvage in appropriate circumstances and which would actually enhance the protection of cultural heritage. There is no reason why the law of salvage should be deemed a threat to the protection and preservation of underwater cultural heritage. The law of salvage has long had international recognition and is explicitly recognized in Article 303 of the Law of the Sea Convention. We further consider it most important to recognize a conflict between the UCH Convention and the Salvage Convention. The UCH Convention cannot “abrogate” the Salvage Convention: pursuant to Article 30 of the Vienna Convention, the Salvage Convention prevails over the new UCH Convention if it comes into force. It is a fact that in view of the very wide notion of “property” in the Salvage Convention, any UCH may be the subject of salvage operations. The matter was discussed during the International Conference of 1989 and while there was a suggestion that UCH should be excluded from the scope of the Convention, it was ultimately decided that it should be the subject of a reservation. If, therefore, States have availed themselves of the provision in Article 30(1)(d) and have notified a reservation in that respect, they are free to adopt the UCH Convention. If, on the contrary, they have not made such reservation, they can not adopt the UCH Convention unless they previously denounce the Salvage Convention.
- d) The CMI opposes Article 9 to the extent it contains an option which may require a flag state to give direct prior notification to a coastal state of any activity to be directed at UCH in its exclusive economic zone or on its continental shelf. This provision is objectionable because it is intended to expand the jurisdiction of coastal states over UCH in a manner which conflicts with UNCLOS.
- e) The CMI also opposes Article 10 which creates a right of the coastal state, acting as the coordinating state, to take unspecified and unlimited protection measures to prevent immediate danger to underwater cultural heritage located in the EEZ or on its continental shelf. Under the text of the Convention, coastal states are permitted to take such protective measures prior to consultations with other states on whose behalf they are intended to be coordinating. The CMI opposes this expansion of the jurisdiction of coastal states over UCH in a manner which conflicts with UNCLOS. There is a further objection in respect of Article 10, coordinated with Article 9(5): in fact even though the declaration of interest of other States parties must, pursuant to Article 9(5), be based “on a very verifiable link especially a cultural, historical or archaeological link, to the underwater cultural

heritage concerned” it is not clear how such a link may be verified and by whom. It may happen, therefore, that a number of other States may declare interest in being consulted and that would create an impossible burden to the State in the EEZ or continental shelf of which the UCH is located.

9. Shortly before his death, Geoffrey Brice, QC drafted a protocol to the Salvage Convention, 1989 to deal with the application of the convention to historic wrecks. We consider that the draft protocol presented a workable solution for dealing with the salvage of historic wrecks and should be taken into consideration in any future deliberations in this area. A copy of the Brice protocol is included in CMI Yearbook 2000, at page 412.

March 17, 2003

Respectfully submitted,

PATRICK GRIGGS,  
Chairman

JOHN D. KIMBALL,  
Rapporteur

## OBSTACLES TO UNIFORMITY OF MARITIME LAW

### THE NICHOLAS J. HEALY LECTURE\*

PATRICK J. S. GRIGGS\*\*

#### I Introduction

There seems a certain inevitability about my presence here today to give the N.J. Healy Lecture, in the presence of the great man himself. In June 1961, by which time I had already spent three years as an articulated clerk with Ince & Co, it was felt that I should gain first hand experience of life at sea. One of the firm's major clients at the time was States Marine Line and my principal, Donald O'May, asked the head of their legal department whether they would be prepared to put me aboard one of their ships for a transatlantic voyage. At that time, States Marine Line operated a large fleet of wartime built C4's, which were used almost exclusively for servicing the needs of US forces in Europe. (I think I am right in saying that, outbound, these ships carried PX cargo, though I can't remember what the PX stood for.<sup>1</sup>) When subsequently I joined the *Hoosier State* one early morning in Southampton, I was shown a cargo manifest. It seemed to me that most of the cargo consisted of Volkswagen Beetles bought tax free in Europe by US military personnel being carried back to the States at the end of their tours of duty – no doubt at US tax payers' expense.

On board the *Hoosier State*, I reintroduced myself to her master. About three months earlier, I had visited the *Hoosier State* in the Scheldt, where she had just been refloated with the help of no less than fourteen tugs belonging to Union de Remorquage. I was there to take salvage statements. The *Hoosier*

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\* The sixth biennial Nicholas J. Healy lecture on maritime law was delivered at New York University School of Law on October 29, 2002 by the President of the CMI, Patrick J.S. Griggs. This lecture is published in the CMI Yearbook with the kind permission of Prof. John Paul Jones, Editor of the Journal of Maritime Law & Commerce.

\*\* President of the Comité Maritime International (CMI).

<sup>1</sup> Editor's Note: PX stands for "post exchange". Federation of American Scientists, Military Acronyms, Initialisms, and Abbreviations, available at <<http://www.fas.org/news/-reference/lexicon/acronym.htm>> (visited 1/25/03). A PX is a retail department store located on a military base. Those serving the armed forces of the United States are operated by non-appropriated fund activities of the Department of Defense. One such is the Army and Air Force Exchange Service (AAFES). AAFES, Corporate Profile, available at <[http://www.aafes.com/pa/Corporate\\_Profile.htm](http://www.aafes.com/pa/Corporate_Profile.htm)> (visited 1/25/03).

*State* had survived that grounding experience, but her owners had found it necessary to “strap” her, i.e., to strengthen her by welding huge longitudinal girders to her upper deck – not pretty but evidently effective since afterwards we made it across the Atlantic.

Donald O’May had felt that I should not simply make the quick trip from UK to the US and back, but should take advantage of being in the US to find out about the world of maritime law in New York. At that time, Donald and my father both had close friendships and business relationships with Nick Healy, and Nick was asked whether he would be prepared to find a desk for me in his office, which was then in Wall Street. I was welcomed not only into the office, but also into the Healy household, and from that day I became part of the remarkable Healy extended family.

In the first of his books on maritime conventions,<sup>2</sup> Nagendra Singh includes a dedication on the flyleaf of the book that reads “at the feet of My Teacher”. Here am I, also about to talk about international conventions also at the feet of my teacher.

So, Nick, in a very real sense, this lecture is dedicated to you.

## II

### What is the CMI and what does it do?

According to our Constitution:

“The Comité Maritime International is a non-governmental international organisation, the object of which is to contribute by all appropriate means and activities to the unification of maritime law in all its aspects. To this end it shall promote the establishment of national associations of maritime law and shall co-operate with other international organisations.”<sup>3</sup>

The CMI has been doing just that since 1897.

Why do we need “unification of maritime law”? In an address to the University of Turin in 1860, the Jurist Mancini said: “The sea with its winds, its storms and its dangers never changes and this demands a necessary uniformity of juridical regime.”<sup>4</sup> In other words, those involved in the world of maritime trade need to know that wherever they trade the applicable law will, by and large, be the same.

Traditionally, uniformity is achieved by means of international conventions or other forms of agreement negotiated between governments and enforced domestically by those same governments. My intention this evening is to analyse the problems involved in this process.

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<sup>2</sup> Nagendra Singh, *International Conventions of Merchant Shipping* (1973).

<sup>3</sup> Comité Maritime International Const. Art. 1, 6F Benedict on Admiralty, Doc. No. 22-1 ((Frank L. Wiswall, Jr. ed., 7th rev. ed., 2000), available at <<http://www.comitemaritime.org/topics/consti/cons1.html>> (visited 01/25/03).

<sup>4</sup> Le Comité Maritime International 1897-1972 by Albert Lilar et Carlo van den Bosch.

It has always been a source of puzzlement me why some conventions appear to be more successful than others. And here, like a good lawyer, I must qualify what I have just said. What, in this context, is “successful”, and is there some hidden meaning behind the word “appear to be” – in other words are some conventions actually successful even though they do not appear to be?

### III Runners and riders in the Maritime Convention stakes

I have analysed the track records of a number of the better known maritime conventions.

#### *A. Collision Conventions*

It is tempting to measure the success of a convention on a strictly numerical basis. If that is the proper criterion of success, you could say that one of the most successful conventions ever produced was the very first CMI convention – the Collision Convention of 1910.<sup>5</sup> The terms of this convention were agreed on September 23, 1910 and the convention entered into force less than three years later, on March 1, 1913. In total, eighty-eight<sup>6</sup> countries have ratified or acceded to that Convention. One could say, with some confidence, that this Convention has met universal approval in that most maritime nations apply its terms. Another measure of the success of this Convention is that, ninety-two years on, nobody has felt it necessary to either to update it by protocol or replace it with a new convention.

#### *B. Salvage Conventions*

Almost as successful, in numerical terms, is a convention of similar vintage, namely the Salvage Convention of 1910.<sup>7</sup> Again, the speed of take up was rapid (certainly by recent standards). Less than three years elapsed between agreement of the text at the Brussels Diplomatic Conference and entry into force on March 1, 1913. Eighty-six states have ratified or acceded to that convention. We are, quite properly, starting to see a number of denunciations of this convention, as countries adopt the new Salvage Convention of 1989.<sup>8</sup>

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<sup>5</sup> International Convention for the Unification of Certain Rules of Law with Respect to Collision Between Vessels, Sept. 23, 1910, 212 Consol. Treaty Ser. 178; reprinted at 6 Benedict on Admiralty, *supra* note 3, Doc. 3-2.

<sup>6</sup> The source of ratification statistics in this paper is the CMI Yearbook 2001 (Singapore II).

<sup>7</sup> Convention for the Unification of Certain Rules of Law respecting Assistance and Salvage at Sea, Sept. 23, 1910, 37 Stat. 1658; 6 Benedict on Admiralty, *supra* note 5, Doc. No. 4-1.

<sup>8</sup> International Convention on Salvage, Apr. 28, 1989, S. Treaty Doc. No. 102-12, 102d Cong., 1st Sess. (1991); 6 Benedict on Admiralty, *supra* note 3, Doc. No. 4-2A.

It is worth recording that the Salvage Convention of 1989, designed to replace the 1910 Convention, did not enter into force until July 1996, more than seven years after agreement (and four years longer than the 1910 Convention). The latest information available to me is that forty States have now ratified or acceded to the 1989 convention. Trying to compare like with like, it may or may not be significant that, thirteen years after the text of the 1910 Convention had been agreed, no less than sixty-eight states had already ratified or acceded to the Convention (nearly twice as many). We will have to decide whether this statistic tells us anything.

### *C. Carriage of Goods Conventions*

In the past, there has been extensive analysis of the history of the Hague Rules<sup>9</sup> and their Visby amendments.<sup>10</sup> The Hague Rules were the product of a Brussels Diplomatic Conference in 1924, and they entered into force seven years later on June 2, 1931. Despite this relatively slow start, the Hague Rules have, at one time and another, been ratified or acceded to by eighty-nine states. The Visby Amendments, on the other hand, have only been acceded to or ratified by twenty-seven states, even though it was not necessary to denounce the Hague Rules before adopting the Visby Protocol. (In passing, it is worth noting that the take up of the Visby Rules was slow, in comparison with the original Hague Rules. It took nearly ten years from agreement of the text to entry into force.)

In order to complete the picture on carriage of goods by sea, we should just look at the Hamburg Rules,<sup>11</sup> which were produced by the United Nations Commission on International Trade Law (UNCITRAL), rather than by the CMI. The text of the Hamburg Rules was agreed in 1978, but did not enter force until 1992 – fourteen years later. As has been frequently pointed out, most of the states that have ratified or acceded to the Hamburg Rules are cargo importing and exporting countries, rather than states with substantial commercial fleets. Perhaps this reflects the fact that the Hamburg Rules are seen to favor cargo interests rather than the interests of carriers. The total number of states that have ratified or acceded to the Hamburg Rules is twenty-eight at a recent count.

As you are all aware, UNCITRAL is now busy considering a draft transport law convention, which contains a chapter on liability designed to replace all previous cargo liability conventions. I would like to publicly acknowledge the contribution made by the Maritime Law Association of the United States to the work of CMI on this project. This seems to be the best, and probably the last, chance of restoring international uniformity in this area.

<sup>9</sup> International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, Aug. 25, 1924, 51 Stat. 233, 120 L.N.T.S. 155.

<sup>10</sup> Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, February 23, 1968, 120 L.N.T.S. 187, 6 Benedict on Admiralty, supra note 3, Doc. No. 1-25.

<sup>11</sup> United Nations Convention on the Carriage of Goods by Sea, March 31, 1978, U.N. Doc. A/Conf. 89/13, reprinted at 17 I.L.M. 703 (1978), 10 J. Mar. L. & Com. 267 (1979), 6 Benedict on Admiralty, supra note 3, Doc. No. 1-3.

*D. Liability Limiting Conventions*

I turn to the limitation conventions, which operate in an area of the law in which I have taken a particular interest. The text of the first Limitation Convention<sup>12</sup> was agreed at the Brussels Diplomatic Conference in August 1924, but did not enter into force until 1931 – seven years after the text had been agreed. This convention was not widely supported, and eventually attracted only fifteen ratifications or accessions.<sup>13</sup>

The CMI had a second go at limitation with its 1957 Convention,<sup>14</sup> the text of which was agreed in October of that year. It entered into force in May 1968 and has been ratified or acceded to by fifty-one states, though of course a number have subsequently denounced this convention in order to embrace the third CMI Limitation Convention, that of 1976.<sup>15</sup> At the latest count the '76 Convention has been ratified or acceded to by thirty-seven states.<sup>16</sup>

The fourth instrument on limitation, namely the 1996 Protocol,<sup>17</sup> has not yet come into force, despite the passage of six years since the Diplomatic Conference at which the text of the was agreed. I can give you no firm prediction as to when this protocol will enter into force.

*E. Oil Pollution Conventions*

You will be pleased to know that it is not my intention to analyse the track record of every international maritime law convention of the past 100 years, but I have particular reasons for wanting to refer to three sets of instruments, two of which have a common feature that to my mind have a vital part to play in their “success”. I start with what is, by almost any standard of measurement, the most successful maritime law convention of all time: the Civil Liability Convention of 1969.<sup>18</sup> The text of that convention (to which the

<sup>12</sup> International Convention for the Unification of Certain Rules Relating to the Limitation of the Liability of Owners of Sea-Going Ships, Aug. 24, 1924, 120 L.N.T.S. 123, reprinted in *Comite Maritime International, Handbook of Maritime Conventions* (mill. ed. 2001), as Doc. 5-1.

<sup>13</sup> Curiously, despite the fact that there have been two subsequent limitation conventions – in '57 and '76 – there are still nine states of the original fifteen that have not denounced the '24 Convention, even though some of these nine have also ratified or acceded to the '57 or the '76 Conventions, or both. This, of course, is calculated to cause delicious confusion – I refer to this later.

<sup>14</sup> International Convention Relating to the Limitation of Liability of Owners of Seagoing Ships, 1957, reprinted in *CMI Handbook*, supra note 12, as Doc. 5-2.

<sup>15</sup> International Convention on Limitation of Liability for Maritime Claims, Nov. 19, 1976, reprinted at 8 J. Mar.L. & Com. 533 (1977). I call it a CMI Convention. Much of the drafting was done by CMI, but the old system of Brussels Diplomatic Conferences had long ceased, and the final text was agreed at a Diplomatic Conference convened by IMO.

<sup>16</sup> Or 38, depending on the true status of the accession by Trinidad and Tobago, to which some mystery attaches.

<sup>17</sup> Protocol of 1996, to Amend the Convention on Limitation of Liability for Maritime Claims, 1976, May 2, 1996, reprinted in *CMI Handbook*, supra note 12, as Doc. 5-7.

<sup>18</sup> International Convention on Civil Liability for Oil Pollution Damage, Nov. 29, 1969, reprinted at 1 J. Mar. L. & Com. 373 (1969).



CMI contributed both in background research and drafting) was agreed at a Diplomatic Conference in 1969 and it entered into force six years later, in June 1975. The convention has, at various stages, been acceded to or ratified by 103 states (with two additional “provisional” ratifications). If we add to this the various states and dependencies that come in under the UK umbrella, we realise that we are looking at a hugely successful convention. The 1976 CLC Protocol,<sup>19</sup> which came into force in April 1981, was acceded to or ratified by only fifty-six states. That some states did not bother to ratify this instrument is of no great significance.

Turning now to the instrument that supplements the CLC 1969, the Fund Convention of 1971,<sup>20</sup> we find that the text of this was agreed at a Diplomatic Conference in December 1971, and the convention came into force in October 1978 – seven years later. It has been acceded to or ratified by seventy-five states,<sup>21</sup> but ceased to have effect on May 24, 2002.

The Fund Convention of 1971 also has its 1976 SDR Protocol<sup>22</sup> – ratified or acceded to by fifty-six states.

We then have the 1992 Protocols to the CLC<sup>23</sup> and the Fund Convention<sup>24</sup> the texts of which were agreed in November 1992. They both entered into force in May 1996 and have so far been ratified or acceded to by eighty and eighty-one states respectively.

#### *F. Conventions on Maritime Liens and Mortgages*

Because they illustrate a point that needs to be made, I must refer to the Maritime Liens and Mortgages Conventions of 1926,<sup>25</sup> 1967<sup>26</sup> and 1993.<sup>27</sup>

<sup>19</sup> Protocol to the International Convention on Civil Liability for Oil Pollution Damage, 1969, Nov. 19, 1976, reprinted in CMI Handbook, supra note 12, as Doc. 6-2. This is the so-called “SDR Protocol” whereby gold francs were replaced by Special Drawing Rights.

<sup>20</sup> International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, Dec. 18, 1971, 110 U.N.T.S. 57, reprinted at 3 J. Mar. L. & Com. 624 (1971).

<sup>21</sup> I am sure that there is some reasonable explanation why approximately 30 states that adopted the CLC 1969 did not adopt the complementary Fund Convention.

<sup>22</sup> Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1971, Nov. 19, 1976, reprinted in CMI Handbook, supra note 12, as Doc. 6-7.

<sup>23</sup> 1992 Protocol to the International Convention on Civil Liability for Oil Pollution Damage, 1969, Nov. 27, 1992, reprinted in CMI Handbook, supra note 12, as Doc. 6-3.

<sup>24</sup> 1992 Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1971, Nov. 27, 1992, reprinted in CMI Handbook, supra note 12, as Doc. 6-8.

<sup>25</sup> International Convention for the Unification of Certain Rules of Law relating to Maritime Liens and Mortgages, 1926, art. 2, reprinted at 27 Am. J. Int'l L. 28-38 (Supp. 1933); in 6E Benedict on Admiralty, supra note 3, as Doc. No. 15-6.

<sup>26</sup> International Convention for the Unification of Certain Rules of Law relating to Maritime Liens and Mortgages, May 27, 1967, reprinted at 8 Singh, supra note 2, at 1397-1402; in 6E Benedict on Admiralty, supra note 3, as Doc. No. 15-5.

<sup>27</sup> International Convention on Maritime Liens and Mortgages, May 6, 1993; reprinted at 33 I.L.M. 353 (1994); in 6E Benedict on Admiralty, supra note 3, as Doc. No. 15-4.

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*Obstacles to Uniformity of Maritime Law*


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The 1926 Convention was ratified or acceded to by twenty-eight states, but neither of the other two conventions has ever entered into force.

*G. The HNS Convention*

I promise that I am now at the end of this tedious statistical analysis, and will shortly be embarking upon what I hope will be a rather more exciting analysis of the result of my researches. Sadly, there is not a great deal in the way of encouraging statistics to report in relation to the HNS Convention.<sup>28</sup> The text was finally agreed in May 1996, and it remains well short of meeting requirements for its entry into force. Indeed, so worried are a number of states that this instrument may never come into force that the subject came back into the work programme of the IMO Legal Committee in October 2001.<sup>29</sup> The committee has been asked to look at the problems of implementation. The UK Government has sponsored a set of implementation guidance notes and has created a website to aid states battling with the technical and legal problems involved.<sup>30</sup> I believe that this move is almost without precedent, reflecting the complexity of the HNS instrument.

## IV

### What are the obstacles to uniformity?

*A. Absence of Need*

Historically the CMI was the only international organisation concerned with unification of international maritime law. This remained the situation until the *Torrey Canyon* incident of 1967. Following that major oil spill, IMCO<sup>31</sup> created a Legal Committee with a specific mission to devise a convention that would deal with issues of liability and compensation for pollution caused by tankers. In 1964, the United Nations General Assembly created the United Nations Conference on Trade and Development (UNCTAD) to deal with matters of trade and development. Two years later, in 1966, the United Nations established the United Nations Commission on International Trade Law (UNCITRAL) as a specialist legal body to deal with the technical examination of legislation regulating international trade.

Inevitably the activities of these three organisations trespassed upon what had previously been CMI's territory: private international maritime law. The IMO Legal Committee has now become the primary source of harmonising instruments in the field of private international maritime law.

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<sup>28</sup> International Convention on Liability and Compensation for Damage in connection with the Carriage of Hazardous and Noxious Substances by Sea, May 3, 1996, reprinted at 35 I.L.M. 1415 (1996).

<sup>29</sup> IMO/LEG 83

<sup>30</sup> <http://folk.iriio.iro.erikio/www/HNS/hns.html> (?)

<sup>31</sup> Inter-Governmental Maritime Consultative Organization, established in 1948. IMCO was renamed the International Maritime Organisation (IMO) in 1982.

The CMI continues to work on its own independent projects and acts as a consultant to IMO, UNCITRAL and UNCTAD.

In its early years, the CMI had no shortage of projects – the only constraint was the availability of enough volunteers to work on them. (CMI was then, and still is, constrained by shortage of funds.) I have no doubt that, on many occasions, there have been discussions within the CMI Executive to determine whether time and effort should be devoted to a particular project. The CMI could not afford, in any sense of that word, to tackle a project where there was no need for uniformity or realistic prospect of its achievement. I do not pretend that in every instance the CMI made the right decision. For example, much CMI time and effort was devoted to drafting the Stowaways Convention 1957.<sup>32</sup> If ratification is the proper test of success, this was something of a disaster, as it attracted only ten ratifications or accessions and never entered into force. Another example of apparent mis-judgment of need can be found in the Maritime Liens and Mortgages Conventions of 1926, 1967 and 1993.<sup>33</sup> Here is a clear case of the application of the law of diminishing returns. The 1926 Convention eventually entered into force and was ratified or acceded to by twenty- eight states. The 1967 Convention never entered into force and only found support from five States. The 1993 Convention has not entered into force and has likewise found support from only six states.

Like the CMI, the IMO and the other UN agencies to which I have referred also have to decide whether there is a “need” for a unifying instrument. Indeed, the IMO Assembly has directed that conventions or other instruments designed to harmonise international maritime law should only be produced where a “compelling need” is established.<sup>34</sup> It worries me that this issue of “compelling need” is often glossed over in the early stages of discussion of a new harmonising instrument. By the time the issue is addressed, the forward momentum that the project has developed meanwhile cannot be checked. An unwanted, unloved and therefore unratified convention may then be the result.

What should we conclude from this? In analysing the success or failure of a convention, we may be forced to conclude that the area of the law covered by the instrument was not suitable for harmonisation because there was no “compelling need”, and that time, in consequence, has probably been wasted.

In 1990, Mr Justice Hobhouse, (as he then was) said:

“What should no longer be tolerated is the unthinking acceptance of a goal of uniformity and its doctrinaire imposition on the commercial community. Only conventions which demonstrably satisfy the well proven needs of the commercial community should be ratified and legislation should only be agreed to if it is demonstrably fit to be enacted as part of the municipal law of this country.”<sup>35</sup>

<sup>32</sup> International Convention Relating to Stowaways, Oct. 10, 1957, reprinted in CMI Handbook, *supra* note 12, as Doc. 14-1.

<sup>33</sup> See *supra* notes 25-27.

<sup>34</sup> Resolutions A.500(xii) and A.777(18).

<sup>35</sup> [1990] L. Q. Rev. Col. 106 pp. 530-535.

Elsewhere in his paper, he draws an interesting distinction between conventions that are regulatory in nature (for example, those imposing safety standards in ship construction) and those in the private international law sphere that seek what he calls “stark uniformity”. The latter, he suggests, are frequently treated by the commercial community “as too obviously lacking in merit to justify... adoption.”<sup>36</sup> The message: if you want a convention that will be widely accepted, “compelling need” must be a precondition to starting work.

### *B. Time scale*

Conventions and other unifying instruments are born in adversity. An area of law may come under review because one or two states have been confronted by a maritime legal problem that has affected them directly<sup>37</sup>. Those sponsoring states may well spend some time reviewing the problem and producing the first draft of an instrument. Eventually, this draft may be offered to the IMO’s Legal Committee for inclusion in its work programme. Over ensuing years (the Legal Committee meeting every six months or so), issues presented by the draft will be debated, new issues will be raised, and the instrument will be endlessly re-drafted. At some stage, the view will be taken that the instrument is sufficiently mature to warrant a Diplomatic Conference at which the text will be finalised. If the instrument is approved at the Diplomatic Conference, it will sit for twelve months awaiting signature, and then be open to ratification and accession. The instrument will contain an entry into force requirement, which will need to be satisfied. This requirement may involve accession by fifteen or more states. Once the instrument has entered into force, it will not be a truly harmonising instrument until ratified or acceded to and implemented by a respectable number of states. Implementation may well require parliamentary time and attention for primary legislation. All this while the clock has been ticking.

I have headed this section of my paper “Time Scale”. Creating an instrument may take years. It may surprise you to know that the need for a Bunker Pollution Convention was recognised when the 1969 CLC was being drafted. However, it was not until 2001 that a convention on this subject was finally agreed. I could cite many other examples of the long delays between conception and birth.

This delay has two major consequences. Firstly, states with a real problem may get fed up with waiting and decide instead on national legislation to deal with the problem. Secondly, if the instrument contains

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<sup>36</sup> *Id.* at \_\_\_\_\_. See, e.g., the Hague Convention Relating to a Uniform Law on the International Sale of Goods, July 1, 1964, 834 U.N.T.S 107; incorporated in English law by the Uniform Laws on International Sales Act 1967, ch. 45, and largely ignored by the commercial community.

<sup>37</sup> A recent example of this is the draft Wreck Removal Convention, sponsored by the Netherlands, the UK and Germany, who had all experienced problems with wrecks situated a short distance outside territorial waters and with wrecks belonging to bankrupt owners. See Draft Convention on Wreck Removal, IMO LEG 85/3.

limits of financial liability, these limits may be outdated before the instrument ever comes into force. No state will implement a convention that requires it to apply limitation figures that do not meet current domestic needs. A fine illustration of this problem is to be found in the Athens Convention of 1974 and its various Protocols.<sup>38</sup> I analyse this hereafter.

There is no obvious solution to this timing problem. Speeding up the process of drafting an instrument is a reasonable aspiration but an ill-considered instrument is even less likely to attract support than one which has gone through the lengthy refining process to which I have referred.

### *C. Differences in assessment of claims*

With some diffidence, I raise a related problem. In these days of political correctness, we are required to accept that all men and women of whatever race or creed are equal. As I prepared this paper, we were building up to a Diplomatic Conference to finalise a protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea. Under the 1974 Convention, the limit of liability for death or personal injury to a passenger was 46,666 SDRs (£38,173.40 or \$62,000)<sup>39</sup> per capita. I did not attend the Conference at which this figure was fixed, but I do know that, by the time the convention came into force on April 28, 1987, the UK Government (and many other European governments) considered that figure unrealistically low. In fact, in June 1987, following the *Herald of Free Enterprise* disaster, the UK Government exercised an option it had reserved when incorporating the Athens Convention into English law, whereby the UK could unilaterally increase the limit for carriers whose principal place of business was in the UK. The new limit was fixed at 1,525,000 Gold Francs or £80,009.00 (\$120,000). This resulted in the odd situation that the limit for a cross channel ferry was £80,009.00 (\$120,000) for UK operators but only £38,173.40 (\$62,000) for foreign operators – hardly international uniformity.

At an IMO Conference held in London in March 1990, a protocol to the Athens Convention was agreed to “enhance compensation” payable to passengers.<sup>40</sup> The limit in respect of death or personal injury to a passenger

<sup>38</sup> Athens Convention relating to the Carriage of Passengers and Their Luggage by Sea, December 13, 1974, reprinted in 6 J. Mar. L. & Com. 461 (1975); Protocol to the Athens Convention Relating to the Carriage of Passengers and Their Luggage By Sea, Nov. 19, 1976 (SDR Protocol), reprinted in CMI Handbook, supra note 12, as Doc. 2-4; Protocol to Amend the Athens Convention Relating to the Carriage of Passengers and Their Luggage By Sea, Mar. 29, 1990, id., Doc. 2-5; Protocol of 2002 to the Athens Convention Relating to the Carriage of Passengers and Their Luggage By Sea, 1974, Nov. 1, 2002, summarized at <[http://www.imo.org/Conventions/mainframe.asp?topic\\_id=256&doc\\_id=663#4](http://www.imo.org/Conventions/mainframe.asp?topic_id=256&doc_id=663#4)> (visited 1/24/03). See Erik Erik Røsæg, Athens Convention Relating to the Carriage of Passengers and Their Luggage By Sea, 2002, Unofficial consolidation 2003-01-08, at <<http://folk.uio.no/erikro/WWW/corrgr/dipcon/Athens02.pdf>> (visited 01/25/03).

<sup>39</sup> 100,000 Gold Francs in the 1976 Convention; replaced by SDR by the 1976 Protocol (“the SDR Protocol”).

<sup>40</sup> Protocol to Amend the Athens Convention Relating to the Carriage of Passengers and Their Luggage By Sea, Mar. 29, 1990, reprinted in CMI Handbook, supra note 12, as Doc. 2-5.

was increased to 175,000 SDRs (\$232,750). This protocol received precisely three accessions and never entered into force, probably because the new limit was widely regarded as too low.

Many limitation figures were bandied about in the run up to the recent Diplomatic Conference on the new Athens Protocol. In a submission to the IMO Legal Committee, the UK Government pointed out that, if the 1990 Protocol figure of 175,000 SDRs (\$232,750) was right in 1990 (which it was not in the UK Government's view), the appropriate figure in the year 2000 would have been 425,000 SDRs (\$550,000). The UK Government's submission<sup>41</sup> to the Diplomatic Conference was that the appropriate figure for 2002 should be 500,000 SDR plus (\$650,000 plus) per passenger. By the time this protocol comes into force, the 400,000 SDR (\$520,000), actually adopted, may be deemed too low for some states, with the result that they will feel obligated to exercise the "opt out" right, contained in Article 7(2) of the Convention as amended by the 2002 Protocol, and increase this overall limit per passenger. This would save the protocol, but only at the cost of uniformity in overall limits.

I now turn to my politically incorrect thought. For every "developed" country that finds 400,000 SDRs (\$520,000) inadequate, there will be 2 or 3 "less developed" countries for whom the figure is too high, with the result that governments of those countries will be under pressure from their domestic ship owners and insurers not to expose them to this unnecessary extra financial burden. This represents a real dilemma, not only with respect to the Athens Convention but also with respect to other limitation conventions.

I have, on a number of informal occasions, suggested that a solution to this problem would be to insert in the limitation articles of conventions a range of figures, any one of which a state might adopt and still be treated as a ratifying state. The same result could be achieved by including higher maximum figures in an "opt out" clause. I accept that either approach would lead to forum shopping and to problems of conflict of laws, but compromise in this context might at least ensure that the instrument's responses to other fundamental liability and compensation issues are more widely embraced.

Whenever I have made this suggestion, I have been told that an international organisation such as the IMO cannot be seen to discriminate in this way. If that is the final word on that subject, I think that we may see instruments that contain compromise limitation figures struggling for international recognition.

#### *D. Drafting in a void*

Drafting a wreck removal convention is currently part of the work programme of the IMO Legal Committee. The project was initially sponsored by the governments of the UK, the Netherlands, and Germany. When the matter was first presented at the seventy third session of the IMO Legal

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<sup>41</sup> Oct. 25, 2002.

Committee in April 1996, the submission consisted of an introductory memorandum and a draft convention. I would describe this draft instrument as having been “drafted in a void”. By that, I mean that, whilst it may have drawn some inspiration from the laws of the three sponsoring states relevant to the subject of wreck removal, it was not preceded by a careful review of the wreck removal laws of a large number of states. Those of you who have been involved in CMI projects will know that, before we put pen to paper to create a new instrument, we consult our member associations on current law. Thus, when the drafting team gets to work, it has a clear knowledge of domestic law in a large number of states. This firm base ensures, as much as skilful drafting, that the resultant instrument will be compatible with the domestic law of a substantial number of states.

I deprecate drafting in a void.

#### *E. Over elaboration*

The 1910 Salvage Convention has sixteen articles and occupies just four pages in the CMI Handbook of Maritime Conventions. The 1989 Salvage Convention, designed to replace the 1910 Convention, consists of thirty-four articles, as well as a “Common Understanding” and two resolutions. It occupies ten pages in the Handbook. This illustrates a tendency towards over elaboration of texts. I believe that the longer and more complex a document the less likely it is that national governments will embrace it. This may explain why the 1910 Convention was ratified by eighty-six states while the 1989 Convention has been ratified by only forty – at the latest count.

Let me give you a very recent example of what I see as over elaboration. Under the Athens Convention 1974, carriers are presumed to be at fault if the loss arises from “shipwreck, collision, stranding, explosion or fire, or defect in the ship”. Since the convention came into force in 1987, there has never, to my knowledge, been a case in which the meaning of “defect in the ship” has been an issue. So why not leave well enough alone? In the Athens Protocol of 2002, it has been thought necessary to define “defect in the ship” as:

“any malfunction, failure in any part of the ship or its equipment when used for the escape, evacuation, embarkation and disembarkation of passengers; or when used for the propulsion, steering, safe navigation, mooring, anchoring, arriving or leaving berth or anchorage, damage control after flooding, or stability, or when used for the launching of life saving appliances.”

If definition is intended to give clarity of meaning, I think this exercise in drafting fails to achieve its aim. In fact, it also creates endless opportunities for arguments about interpretation. Whilst “defect in the ship” might be subject to different interpretations in different jurisdictions, I believe that would be a fair price to pay for the sake of keeping the text short and simple.

#### *F. Have we got the right instrument?*

I have spoken so far on the assumption that the only instrument of harmonisation is a convention. However, we should not forget that there are

also codes, model laws, guidelines and rules, which, under the circumstances, may be more appropriate than a convention for harmonisation of law.

A model law has its place, and perhaps the best example of this is the UNCITRAL Model Law on Arbitration,<sup>42</sup> which now forms the basis of arbitration law in a substantial number of countries. The CMI has recently produced a Model Law on Piracy and Acts of Maritime Violence.<sup>43</sup> Again, the model law approach was deemed more appropriate than a full-blown convention.

Back in 1996, the delegation of the United Kingdom to the IMO Legal Committee proposed that there should be an international convention to ensure that ship owners meet their financial liabilities to third parties by insurance or other means. This was known as the Compulsory Insurance Proposal. It subsequently became known as Provision of Financial Security. Somewhere along the line, it became apparent that this was not going to be a workable proposition. Instead we have the 2002 Protocol to the Athens Convention, which is designed to protect the rights of passengers not only by a modern liability regime but also by the requirement that ship owners obtain insurance cover or provide other security to meet legitimate claims. The UK did not entirely abandon its proposal that all shipowners should be adequately insured to meet the types of claim which arise on a regular basis out of ship operations. This could not be a convention for various reasons, but in the end, the IMO Legal Committee at its eightieth session in April 1999 approved the text of "IMO Guidelines on Shipowners' Responsibilities in respect of Maritime Claims".<sup>44</sup> This calls upon member States to urge the owners of ships flying their flag to carry insurance (and to be able to produce evidence of that insurance) to cover their liability for the types of claim currently insured by the International Group of P&I Clubs<sup>45</sup>.

The problem with such guidelines is that they are unenforceable, and will probably be ignored by the very ship owners and flag states at which the exercise was initially aimed. Guidelines are certainly the poor relation of conventions, but they may be better than nothing.

### *G. Politics*

We can immediately identify two types of international convention: those to which votes may be attached and those that will win no votes at all.

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<sup>42</sup> June 21, 1985, UN Doc. A/40/17, Annex 1, reprinted at 24 I.L.M. 1302 (1985); available at <<http://www.uncitral.org/english/texts/arbitration/ml-arb.htm>> (visited 1/25/03).

<sup>43</sup> Available as Final Report of the Joint International Working Group, Annex A, at <<http://www.comitemaritime.org/singapore2/singafter/modelgen/modelgen2.html>> (visited 1/24/03).

<sup>44</sup> Available at the web site of the Maritime & Coastguard Agency, as the annex to Marine Guidance Note MGN 135 (M), <<http://www.mcga.gov.uk/mgn/mgn0135.htm>> (visited 1/30/03).

<sup>45</sup> The 2002 Protocol to the Athens Convention includes a Resolution urging governments to persuade the owners of vessels flying their national flag to carry adequate insurance to cover any claims to which the Protocol applies.



Obviously, those falling into the first category are more likely to gain legislative time and those in the second category are less likely to do so.

In the first category will certainly be found those conventions that protect citizens (and governments) from the effects of a maritime incident.

It is unsurprising that the 1969 CLC falls into the first category and attracted accession or ratification by ninety-five states. This was the “perfect” convention. It offered a clear liability regime, compensation for the consequences of oil spills, and a direct cause of action against liability insurers. For the UK government, ratifying and implementing this convention was going to be a sure vote winner in Cornwall, which had been devastated by the *Torrey Canyon* spill. The Fund Conventions obviously fall into the same category, and I would certainly include in this category the Athens Convention and its protocols. A government in power at the time of a major ferry disaster might find it very difficult to explain a shortfall on claim payments, if this resulted from a failure to sign up to the latest passenger convention.

Having said that, one would perhaps have expected to see the HNS Convention of 1996 picked up with greater zeal by governments of states exposed to the risk of pollution from hazardous substances other than oil. That has not happened to date and is a cause of some concern, so much so that the problems of implementation have recently been brought back into the Legal Committee’s work programme. (It may be that the problem with the HNS Convention is slightly different and I will refer to that later.)

As regards the second category of convention (those to which no votes are attached), one is forced to conclude that a number of the less successful conventions have been less successful because they fall into this category.

That there are no votes to be gained by government attention to stowaways may explain the failure of that 1957 convention. There were certainly no votes attached to the implementation of the Convention on Maritime Liens and Mortgages.

A further subdivision of the second category may contain those conventions that actually would be unpopular to an influential section of the community. In this group might appear the Hamburg Rules, which were widely seen as favoring the interest of cargo owners over the interests of ship owners.

#### *H. Expenses of application*

This should, perhaps, be treated as a subsection of politics. A state may find the financial and other benefits offered by a convention for itself and its citizens a good reason for implementation. Governments may be less excited if they discover that the convention requires them to set up administrative machinery manned by highly paid civil servants to administer some aspect of the convention. I venture the suggestion that this may be one of the problems with the HNS Convention, which requires states to monitor and report the movement of cargoes falling into the category of HNS. If the expense of setting up the administrative machinery falls, however, on industry (as in the case of the Fund Conventions) the expense argument may be less potent.

### *I. High thresholds*

“Threshold” is the word used to describe the number of states that must ratify a convention before it comes into force internationally.

The Athens Convention 1974 had a threshold of ten states, whereas the threshold for the Bunker Convention is eighteen. Why the difference? I understand that the Bunker Convention’s threshold was set so that it will need ratification by more than just the European maritime states to bring it into force. In other words, the Bunker Convention ought to be shown to have truly universal (as opposed to merely regional) appeal before it can become operational. High thresholds, however, may delay a convention’s entry into force.

### *J. Failure to denounce superseded conventions*

I mentioned earlier that some states ratify and implement a new convention but fail to denounce the one that it is designed to replace. Poland, for example, appears to have ratified and implemented the 1924, 1957 and 1976 Limitation Conventions, but not to have denounced the 1924 and 1957 conventions before moving on. It would follow that if a Polish ship has a collision with a ship from Turkey (a 1924 convention country), and the case comes before the Polish court, that court would be obliged to permit the Turkish ship to apply the 1924 convention. According to the Vienna Convention on the Law of Treaties 1969,<sup>46</sup> states must apply the “treaty in force” between them – in this case, the 1924 Convention, which is the only one that they have in common.

### *K. Implementation and interpretation*

I mention this only in passing because there is no doubt that governments do find it difficult to convert an international convention into an accessible piece of domestic legislation. Some states implement the convention *en bloc*, whilst others amend their existing legislation to reflect the terms of the convention. Still others may “cherry pick” a convention and incorporate in domestic law only those parts of which they approve. A convention may therefore actually be more successful than the statistics of ratification reveal.<sup>47</sup>

We should not overlook the work currently being undertaken for the CMI by Professor Francesco Berlingieri, who is publishing at our website reports of cases heard by national courts which involve the interpretation of

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<sup>46</sup> May 23, 1969, 1155 U.N.T.S. 331, reprinted at 8 I.L.M. 679 (1969).

<sup>47</sup> It is worth mentioning in this context, that the International Maritime Law Institute (IMLI) in Malta provides an excellent grounding for government lawyers in the understanding and implementing of international conventions.

international conventions.<sup>48</sup> It is hoped to build up a body of case law to which judges in national courts may turn for help in interpreting international conventions.

*L. Failing to set a good example*

Here, I risk insulting my hosts. It would be so nice if, when seeking to encourage states to implement conventions, we could point to major maritime nations, such as the USA, and say: "If its good enough for them, it must be good enough for you." The U.S. is not alone in failing to implement conventions, but it is very influential, and I know that there are governments that say: "If it's not good enough for the U.S., why should we bother". I know that there are many in this audience who share my sense of disappointment, but nonetheless continue to work diligently on CMI projects. When listing, as I have done, obstacles to uniformity, I must include the failure of leading maritime nations to lead by example as a major obstacle.

*M. Are we just conventioned out?*

I definitely sense a certain inertia amongst national governments when it comes to ratifying or acceding to international conventions. This is probably due to a combination of many factors: availability of legislative time, availability of lawyers capable of drafting the necessary national legislation, discovery of national opposition to a particular instrument, etc., etc. It may also be that, in certain respects, states relish the diversities of law. For example, I cannot see the South African government ratifying the 1999 Arrest Convention<sup>49</sup> since it would require them to change their law and would circumscribe the current freedom of arrest in that country. There is no doubt that a beneficial legal regime can attract foreign business and therefore foreign currency.

Time alone will tell, but I continue to believe that if proper attention is given to the selection of the project, the appropriate instrument is used, and painstaking ground work is undertaken before the drafting process starts, there remain areas of maritime and maritime/commercial law which would benefit from harmonisation. I like to think that the current efforts of CMI with UNCITRAL to devise a new transport law convention is one such area. I know that many in this audience are watching progress on that front with interest and I repeat my thanks to the USMLA for the support that it has given the CMI in this project. Without the outstanding work of Professor Michael Sturley as Rapporteur, the project would have died in infancy.

<sup>48</sup> Jurisprudence in Interpretation of Maritime Conventions, at <[http://www.comitemaritime.org/jurisp/ju\\_intro.html](http://www.comitemaritime.org/jurisp/ju_intro.html)> (visited 01/31/03).

<sup>49</sup> International Convention on Arrests of Ships, Mar. 12, 1999, reprinted in CMI Handbook, supra note 12, as Doc. 9-2, and available at the web site of the University of Capetown's Marine and Shipping Department <<http://www.unctad.org/en/special/imo99ou.htm>> (visited 01/30/03).

**The Uncitral Draft Instrument on  
the Carriage of Goods [by Sea]  
and other Transport Convention**

*Comparative Tables*

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## EXPLANATORY NOTE

In the occasion of the second session of the UNCITRAL Working Group on Transport Law devoted to the consideration on the Draft Instrument on Transport Law prepared by the CMI, it occurred to me that it would be useful to have available the corresponding provisions of the other transport conventions relating not only to the carriage of goods by sea, but also, in view of the decision to consider the possible adoption of an instrument applicable door-to-door, to carriage of goods by other modes: road, rail, air and inland waterways.

I thought therefore that tables showing the provisions of all the other transport conventions relating to the various areas of the law of transport covered by the Draft Instrument might assist all the participants to the work of the UNCITRAL Working Group in their deliberations.

In the preparation of these tables I had the benefit of the advice of Dr. Mahin Faghfour, the head of the Transport Division of UNCTAD, and I wish to express my great appreciation for the help she has given me.

The tables set out in the left column the provisions of the Draft Instrument and in the other columns the corresponding provisions, where they exist, of the other transport conventions and more precisely the following: Hague-Visby Rules, Hamburg Rules, 1980 Multimodal Convention, CMR, CMNI, CIM-COTIF 1999, 1929 Warsaw Convention as amended and 1999 Montreal Convention.

Where certain subjects covered by other conventions are not regulated in the Draft Instrument, in the Table of Contents they are marked with an asterisk.

I have made these tables available to the UNCITRAL Secretariat that has deemed it convenient to include them in the documents of the Working Group as Document A/CN.9/WG.III/WP.27. They have also been placed in the UNCITRAL website:

[http://www.uncitral.org/english/workinggroups/wg\\_3/WP.27-e.pdf](http://www.uncitral.org/english/workinggroups/wg_3/WP.27-e.pdf)

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*Comparative Tables*

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**ABBREVIATIONS**

INSTRUMENT:	UNCITRAL Preliminary Draft Instrument on the Carriage of Goods [by Sea]
HAGUE-VISBY:	International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, Brussels 1924 as amended by the 1968 and 1979 Protocols
HAMBURG:	United Nations Convention on the Carriage of Goods by Sea, 1978
MULTIMODAL:	United Nations Convention on International Multimodal Transport of Goods, Geneva, 24 May 1980
CMR:	Convention on the Contract for the International Carriage of Goods by Road, 1956 as amended by the 1978 Protocol
CMNI:	Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway, 2000
CIM-COTIF 1999:	Uniform Rules concerning the International Carriage of Goods by Rail, Appendix to the Convention concerning International Carriage by Rail, as amended by the Protocol of Modification of 1999
WARSAW:	Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929 as amended by the Protocol signed at The Hague on 28 September 1955 and by the Protocol no. 4 signed at Montreal on 25 September 1975
MONTREAL:	Convention for the Unification of Certain Rules for the International Carriage by Air, Montreal 1999



## CHAPTER 1 – DEFINITIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG
<p><b>Article 1 – Definitions</b></p> <p>For the purposes of this instrument:</p> <p><b>1.1 “Carrier”</b> means a person that enters into a contract of carriage with a shipper.</p> <p><b>1.2 “Consignee”</b> means a person entitled to take delivery of the goods under a contract of carriage or a transport document or electronic record.</p> <p><b>1.3 “Consignor”</b> means a person that delivers the goods to a carrier for carriage.</p> <p><b>1.4 “Container”</b> includes any type of container, transportable tank or flat, swapbody, or any similar unit load used to consolidate goods, and any equipment ancillary to such unit load.</p> <p><b>1.5 “Contract of carriage”</b> means a contract under which a carrier, against payment of freight, undertakes to carry goods wholly or partly by sea from one place to another.</p> <p><b>1.6 “Contract particulars”</b> means any information relating to the contract of carriage or to the goods (including terms, notations, signatures and endorsements) that appears in a transport document or an electronic record.</p> <p><b>1.7 “Controlling party”</b> means the person that pursuant to article 11.2 is entitled to exercise the right of control.</p> <p><b>1.8 “Electronic communication”</b> means communication by electronic, optical, or digital images or by similar means with the result that the information communicated is accessible so as to be usable for subsequent reference. Communication includes generation, storing, sending, and receiving.</p> <p><b>1.9 “Electronic record”</b> means information in one or more messages issued by electronic communication pursuant to a contract of carriage by a carrier or a performing party that</p> <p>(a) evidences a carrier's or a performing party's receipt of goods under a contract of carriage, or</p> <p>(b) evidences or contains a contract of carriage, or both.</p> <p>It includes information attached or otherwise linked to the electronic record contemporaneously with or subsequent to its issue by the carrier or a performing party.</p> <p><b>1.10 “Freight”</b> means the remuneration payable to a carrier for the carriage of goods under a contract of carriage.</p> <p><b>1.11 “Goods”</b> means the wares, merchandise, and articles of every kind whatsoever that a carrier or a performing party received for carriage and includes the packing and any equipment and container not supplied by or on behalf of a carrier or a performing party.</p> <p><b>1.12 “Holder”</b> means a person that</p> <p>(a) is for the time being in possession of a negotiable transport document or has the exclusive [access to] [control of] a negotiable electronic record, and</p> <p>(b) either:</p> <p>(i) if the document is an order document, is identified in it as the</p>	<p><b>Article 1</b></p> <p>In this Convention the following words are employed with the meanings set out below:</p> <p>a) <u>“Carrier”</u> includes the owner or the charterer who enters into a contract of carriage with a shipper.</p> <p>b) <u>“Contract of carriage”</u> applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.</p> <p>c) <u>“Goods”</u> includes goods, wares, merchandises, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.</p> <p>d) <u>“Ship”</u> means any vessel used for the carriage of goods by sea.</p> <p>e) <u>“Carriage of goods”</u> covers the period from the time when the goods are loaded on to the time they are discharged from the ship.</p>	<p><b>Article 1 – Definitions</b></p> <p>In this Convention:</p> <p>1. <u>“Carrier”</u> means any person by whom or in whose name a contract of carriage of goods by sea has been concluded with a shipper.</p> <p>2. <u>“Actual carrier”</u> means any person to whom the performance of the carriage of the goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted.</p> <p>3. <u>“Shipper”</u> means any person by whom or in whose name or on whose behalf a contract of carriage of goods by sea has been concluded with a carrier, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the carrier in relation to the contract of carriage by sea.</p> <p>4. <u>“Consignee”</u> means the person entitled to take delivery of the goods.</p> <p>5. <u>“Goods”</u> includes live animals; where the goods are consolidated in a con-</p>

## Comparative Tables

## CHAPTER 1 – DEFINITIONS

MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 1 – Definitions</b> For the purposes of this Convention:</p> <p>1. “<u>International multimodal transport</u>” means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country. The operations of pick-up and delivery of goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as international multimodal transport.</p> <p>2. “<u>Multimodal transport operator</u>” means any person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.</p> <p>3. “<u>Multimodal transport contract</u>” means a contract whereby a multimodal transport operator undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport.</p> <p>4. “<u>Multimodal transport document</u>” means a document which evidences a multimodal transport con-</p>		<p><b>Article 3 – Definitions</b> For purposes of these Uniform Rules the term</p> <p>a) “<u>carrier</u>” means the contractual carrier with whom the consignor has concluded the contract of carriage pursuant to these Uniform Rules, or a subsequent carrier who is liable on the basis of this contract;</p> <p>b) “<u>substitute carrier</u>” means a carrier, who has not concluded the contract of carriage with the consignor, but to whom the carrier referred to in letter a) has entrusted, in whole or in part, the performance of the carriage by rail;</p> <p>c) “<u>General Conditions of Carriage</u>” means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, by the conclusion of the contract of carriage, an integral part of it;</p> <p>d) “<u>intermodal transport unit</u>” means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport. ■</p>	<p><b>Article 1 – Definitions</b> In this Convention,</p> <p>1. “<u>Contract of carriage</u>” means any contract, of any kind, whereby a carrier undertakes against payment of freight to carry goods by inland waterways;</p> <p>2. “<u>Carrier</u>” means any person by whom or in whose name a contract of carriage has been concluded with a shipper;</p> <p>3. “<u>Actual carrier</u>” means any person, other than a servant or an agent of the carrier, to whom the performance of the carriage or of part of such carriage has been entrusted by the carrier;</p> <p>4. “<u>Shipper</u>” means any person by whom or in whose name or on whose behalf a contract of carriage has been concluded with a carrier;</p> <p>5. “<u>Consignee</u>” means the person entitled to take delivery of the goods;</p> <p>6. “<u>Transport document</u>” means a document which evidences a contract of carriage and the taking over or loading of goods by a carrier, made out in the form of a bill of lading or consignment note or of any other trade document;</p> <p>7. “<u>Goods</u>” does not include either towed or pushed vessels or the luggage or vehicles of passengers; where the</p>		



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INSTRUMENT	HAGUE-VISBY	HAMBURG
<p>shipper or the consignee, or is the person to whom the document is duly endorsed, or</p> <p>(ii) if the document is a blank endorsed order document or bearer document, is the bearer thereof, or</p> <p>(iii) if a negotiable electronic record is used, is pursuant to article 2.4 able to demonstrate that it has [access to] [control of] such record.</p> <p><b>1.13 "Negotiable electronic record"</b> means an electronic record (i) that indicates, by statements such as "to order", or "negotiable", or other appropriate statements recognized as having the same effect by the law governing the record, that the goods have been consigned to the order of the shipper or to the order of the consignee, and is not explicitly stated as being "non-negotiable" or "not negotiable", and (ii) is subject to rules of procedure as referred to in article 2.4, which include adequate provisions relating to the transfer of that record to a further holder and the manner in which the holder of that record is able to demonstrate that it is such holder.</p> <p><b>1.14 "Negotiable transport document"</b> means a transport document that indicates, by wording such as "to order" or "negotiable" or other appropriate wording recognized as having the same effect by the law governing the document, that the goods have been consigned to the order of the shipper, to the order of the consignee, or to bearer, and is not explicitly stated as being "non-negotiable" or "not negotiable".</p> <p><b>1.15 "Non-negotiable electronic record"</b> means an electronic record that does not qualify as a negotiable electronic record.</p> <p><b>1.16 "Non-negotiable transport document"</b> means a transport document that does not qualify as a negotiable transport document.</p> <p><b>1.17 "Performing party"</b> means a person other than the carrier that physically performs [or fails to perform in whole or in part] any of the carrier's responsibilities under a contract of carriage for the carriage, handling, custody, or storage of the goods, to the extent that that person acts, either directly or indirectly, at the carrier's request or under the carrier's supervision or control, regardless of whether that person is a party to, identified in, or has legal responsibility under the contract of carriage. The term "performing party" does not include any person who is retained by a shipper or consignee, or is an employee, agent, contractor, or subcontractor of a person (other than the carrier) who is retained by a shipper or consignee.</p> <p><b>1.18 "Right of control"</b> has the meaning given in article 11.1.</p> <p><b>1.19 "Shipper"</b> means a person that enters into a contract of carriage with a carrier.</p> <p><b>1.20 "Transport document"</b> means a document issued pursuant to a contract of carriage by a carrier or a performing party that (a) evidences a carrier's or a performing party's receipt of goods under a contract of carriage, or (b) evidences or contains a contract of carriage, or both.</p>		<p>tainer, pallet or similar article of transport or where they are packed, "goods" includes such article of transport or packaging if supplied by the shipper.</p> <p>6. "<u>Contract of carriage by sea</u>" means any contract whereby the carrier undertakes against payment of freight to carry goods by sea from one port to another; however, a contract which involves carriage by sea and also carriage by some other means is deemed to be a contract of carriage by sea for the purposes of this Convention only in so far as it relates to the carriage by sea.</p> <p>7. "<u>Bill of lading</u>" means a document which evidences a contract of carriage by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.</p> <p>8. "<u>Writing</u>" includes, inter alia, telegram and telex.</p>

*Comparative Tables*

MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>tract, the taking in charge of the goods by the multimodal transport operator, and an undertaking by him to deliver the goods in accordance with the terms of that contract.</p> <p>5. “<u>Consignor</u>” means any person by whom or in whose name or on whose behalf a multimodal transport contract has been concluded with the multimodal transport operator, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the multimodal transport operator in relation to the multimodal transport contract.</p> <p>6. “<u>Consignee</u>” means the person entitled to take delivery of the goods.</p> <p>7. “<u>Goods</u>” includes any container, pallet or similar article of transport or packaging, if supplied by the consignor.</p> <p>8. “<u>International convention</u>” means an international agreement concluded among States in written form and governed by international law.</p> <p>9. “<u>Mandatory national law</u>” means any statutory law concerning carriage of goods the provisions of which cannot be departed from by contractual stipulation to the detriment of the consignor.</p> <p>10. “<u>Writing</u>” means, inter alia, telegram or telex. ■</p>			<p>goods are consolidated in a container, pallet or similar article of transport or where they are packed, “goods” includes such article of transport or packaging if supplied by the shipper;</p> <p>8. “<u>In writing</u>” includes, unless otherwise agreed between the parties concerned, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, telegram, facsimile, telex, electronic mail or electronic data interchange (EDI), provided the information is accessible so as to be usable for subsequent reference.</p> <p>9. The law of a State applicable in accordance with this Convention means the rules of law in force in that State other than its rules of private international law. ■</p>		

**CHAPTER 2 – ELECTRONIC COMMUNICATIONS****INSTRUMENT***Article 2 – Electronic Communications*

**2.1** Anything that is to be in or on a transport document in pursuance of this instrument may be recorded or communicated by using electronic communication instead of by means of the transport document, provided the issuance and subsequent use of an electronic record is with the express or implied consent of the carrier and the shipper.

**2.2.1** If a negotiable transport document has been issued and the carrier and the holder agree to replace that document by a negotiable electronic record,

- (a) the holder shall surrender the negotiable transport document, or all of them if more than one has been issued, to the carrier; and
- (b) the carrier shall issue to the holder a negotiable electronic record that includes a statement that it is issued in substitution for the negotiable transport document,

whereupon the negotiable transport document ceases to have any effect or validity.

**2.2.2** If a negotiable electronic record has been issued and the carrier and the holder agree to replace that electronic record by a negotiable transport document,

- (a) the carrier shall issue to the holder, in substitution for that electronic record, a negotiable transport document that includes a statement that it is issued in substitution for the negotiable electronic record; and
- (b) upon such substitution, the electronic record ceases to have any effect or validity.

**2.3** The notices and confirmation referred to in articles 6.9.1, 6.9.2, 6.9.3, 8.2.1 (b) and (c), 10.2, 10.4.2, the declaration in article 14.3 and the agreement as to weight in article 8.3.1 (c) may be made using electronic communication, provided the use of such means is with the express or implied consent of the party by whom it is communicated and of the party to whom it is communicated. Otherwise, it must be made in writing.

**2.4** The use of a negotiable electronic record is subject to rules of procedure agreed between the carrier and the shipper or the holder mentioned in article 2.2.1. The rules of procedure shall be referred to in the contract particulars and shall include adequate provisions relating to

- (a) the transfer of that record to a further holder,
- (b) the manner in which the holder of that record is able to demonstrate that it is such holder, and
- (c) the way in which confirmation is given that
  - (i) delivery to the consignee has been effected; or
  - (ii) pursuant to articles 2.2.2 or 10.3.2(i)(b), the negotiable electronic record has ceased to have any effect or validity.



*Comparative Tables*

**CHAPTER 2 – ELECTRONIC COMMUNICATIONS**

HAGUE-VISBY  
HAMBURG  
MULTIMODAL  
CMR  
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CMNI  
WARSAW

*There are no corresponding  
provisions  
in any other  
Transport Convention*



## CHAPTER 3 – SCOPE OF APPLICATION

## A. GENERAL PROVISIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR
<p><b>Article 3-Scope of application</b></p> <p><b>3.7 Subject to article 3.3.1, the provisions of this instrument apply to all contracts of carriage in which the place of receipt and the place of delivery are in different States if</b></p> <p><b>(a) the place of receipt [or port of loading] specified either in the contract of carriage<sup>1</sup> or in the contract particulars is located in a Contracting State, or</b></p> <p><b>(b) the place of delivery [or port of discharge] specified either in the contract of carriage or in the contract particulars is located in a Contracting State, or</b></p> <p><b>(c) [the actual place of delivery is one of the optional places of delivery specified either in the contract of carriage or in the contract particulars and is located in a Contracting State, or]</b></p> <p><b>(d) [the contract of carriage is entered into in a Contracting State or the contract particulars state that the transport document or electronic record is issued in a Contracting State, or]</b></p> <p><b>(e) the contract of</b></p>	<p><b>Article 10</b></p> <p>The provisions of this Convention shall apply to every bill of lading relating to the carriage<sup>2</sup> of goods<sup>2</sup> between ports in two different States if:</p> <p>(a) the bill of lading is issued in a Contracting State, or</p> <p>(b) the carriage is from a port in a Contracting State, or</p> <p>(c) the contract contained in or evidenced by the bill of lading provides that the rules of this Convention or legislation of any State giving effect to them are to govern the contract, whatever may be the nationality of the ship, the carrier, the shipper, the consignee, or any other interested person.</p> <p>Each Contracting State shall apply the provisions of this Convention to the bills of lading mentioned above.</p> <p>This Article shall not prevent a Contracting State</p>	<p><b>Article 2-Scope of application</b></p> <p><b>1.</b> The provisions of this Convention are applicable to all contracts of carriage<sup>3</sup> by sea between two different States, if:</p> <p>(a) the port of loading as provided for in the contract of carriage by sea is located in a Contracting State, or</p> <p>(b) the port of discharge as provided for in the contract of carriage by sea is located in a Contracting State, or</p> <p>(c) one of the optional ports of discharge provided for in the contract of carriage by sea is the actual port of discharge and such port is located in a Contracting State, or</p> <p>(d) the bill of lading or other document evidencing the contract of carriage by sea is issued in a Contracting State, or</p> <p>(e) the bill of lading or other document evidencing the contract of</p>	<p><b>Article 2-Scope of application</b></p> <p>The provisions of this Convention shall apply to all <u>contracts of multimodal transport</u><sup>4</sup> between places in two States, if:</p> <p>(a) The place for the taking in charge of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting State, or</p> <p>(b) The place for delivery of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting State.</p>	<p><b>Article 1-Scope of application</b></p> <p>1. This Convention shall apply to every contract for the carriage of goods by road in vehicles for reward, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated in two different countries, of which at least one is a contracting country, irrespective of the place of residence and the nationality of the parties.</p> <p>2. For the purpose of this Convention, "vehicles" means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19<sup>th</sup> September 1949.</p> <p>3. This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental institutions or organizations.</p> <p>4. This Convention shall not apply:</p> <p>(a) to carriage performed under the terms of any international postal convention;</p> <p>(b) to funeral consignments;</p> <p>(c) to furniture removal.</p> <p>5. The Contracting Parties agree not to vary any of the provisions of this Convention by special agreements between two or more of them, except to make it inapplicable to their frontier traffic or to authorise the use in transport operations entirely confined to their territory of consignment notes representing a title to the goods.</p>

<sup>1</sup> See the definition of "contract of carriage" in Article 1.5 at p. 6.

<sup>2</sup> See the definition of "carriage of goods" in Article 1(e) at p. 6.

<sup>3</sup> See the definition of "contract of carriage by sea" in Article 1.6 at p. 6.

<sup>4</sup> See the definition of "multimodal transport contract" in Article 1.3 at p. 6.



## Comparative Tables

## CHAPTER 3 – SCOPE OF APPLICATION

## A. GENERAL PROVISIONS

COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 1-Scope</b></p> <p>1. These Uniform Rules shall apply to every contract of carriage of goods by rail for reward when the place of taking over of the goods and the place designated for delivery are situated in two different Member States, irrespective of the place of business and the nationality of the parties to the contract of carriage.</p> <p>2. These Uniform Rules shall apply also to contracts of carriage of goods by rail for reward, when the place of taking over of the goods and the place designated for delivery are situated in two different States, of which at least one is a Member State and the parties to the contract agree that the contract is subject to these Uniform Rules.</p> <p>3. When international carriage being the subject of a single contract includes carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail, these Uniform Rules shall apply.</p> <p>4. When international carriage being the</p>	<p><b>Article 2-Scope of application</b></p> <p>1. This Convention is applicable to any <u>contract of carriage</u><sup>5</sup> according to which the port of loading or the place of taking over of the goods and the port of discharge or the place of delivery of the goods are located in two different States of which at least one is a State Party to this Convention. If the contract stipulates a choice of several ports of discharge or places of delivery, the port of discharge or the place of delivery to which the goods have actually been delivered shall determine the choice.</p> <p>3. This Convention is applicable regardless of the nationality, place of registration or home port of the vessel or whether the vessel is a maritime or inland navigation vessel and regardless of the nationality, domicile, head office or place of residence of the carrier, the shipper or the consignee. ■</p>	<p><b>Article 1-Scope</b></p> <p>1. This Convention applies to all international carriage of persons, luggage or goods performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.</p> <p>2. For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention</p> <p>3. Carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.</p> <p><b>Article XIV of the Montreal Protocol</b></p> <p>The Warsaw Convention as amended at The Hague in 1955 and by this Pro-</p>	<p><b>Article 1-Scope of application</b></p> <p>1. This Convention applies to all international carriage of persons, baggage or cargo performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.</p> <p>2. For the purposes of this Convention, the expression <i>international carriage</i> means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. Carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.</p> <p>3. Carriage to be performed by several suc-</p>

<sup>5</sup> See the definition of "contract of carriage" in Article 1.1 at p. 6.





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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR
<p>carriage provides that the provisions of this instrument, or the law of any State giving effect to them, are to govern the contract.</p> <p>3.2 The provisions of this instrument apply without regard to the nationality of the ship, the carrier, the performing parties, the shipper, the consignee, or any other interested parties. ■</p>	<p>from applying the Rules of this Convention to bills of lading not included in the preceding paragraphs. ■</p>	<p>carriage by sea provides that the provisions of this Convention or the legislation of any State giving effect to them are to govern the contract.</p> <p>2. The provisions of this Convention are applicable without regard to the nationality of the ship, the carrier, the actual carrier, the shipper, the consignee or any other interested person. ■</p>		

## Comparative Tables

COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>subject of a single contract of carriage includes carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the list of services provided for in Article 24 § 1 of the Convention.</p> <p>5. These Uniform Rules shall not apply to carriage performed between stations situated on the territory of neighbouring States, when the infrastructure of these stations is managed by one or more infrastructure managers subject to only one of those States. ■</p>		<p>tocol shall apply to international carriage as defined in Article 1 of the Convention, provided that the places of departure and destination referred to in that Article are situated either in the territories of two Parties to this Protocol or within the territory of a single Party to this Protocol with an agreed stopping place in the territory of another State.</p> <p><b>Article 2</b></p> <p>1. This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article 1.</p> <p>2. In the carriage of postal items the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administrations.</p> <p>3. Except as provided in paragraph 2 of this Article, the provisions of this Convention shall not apply to the carriage of postal items. ■</p>	<p>cessive carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.</p> <p>4. This Convention applies also to carriage as set out in Chapter V, subject to the terms contained therein. ■</p>

B. CHARTER PARTY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 3.3.1</b></p> <p>The provisions of this instrument do not apply to charter parties, [contracts of affreightment, volume contracts, or similar agreements].</p> <p><b>3.3.2</b> Notwithstanding the provisions of article 3.3.1, if a negotiable transport document or a negotiable electronic record is issued pursuant to a charter party, [contract of affreightment, volume contract, or similar agreement], then the provisions of this instrument apply to the contract evidenced by or contained in that document or that electronic record from the time when and to the extent that the document or the electronic record governs the relations between the carrier and a holder other than the charterer.</p> <p><b>3.4</b> If a contract provides for the future carriage of goods in a series of shipments, the provisions of this instrument apply to each shipment to the extent that articles 3.1, 3.2, and 3.3 so specify. ■</p>	<p><b>Article 1(b)</b></p> <p>“Contract of carriage” applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.</p> <p><b>Article 5</b></p> <p>The provisions of this convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this convention. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average. ■</p>	<p><b>Article 2</b></p> <p>3. The provisions of this Convention are not applicable to charter-parties. However, where a bill of lading is issued pursuant to a charter-party, the provisions of the Convention apply to such a bill of lading if it governs the relation between the carrier and the holder of the bill of lading, not being the charterer.</p> <p>4. If a contract provides for future carriage of goods in a series of shipments during an agreed period, the provisions of this Convention apply to each shipment. However, where a shipment is made under a charter-party, the provisions of paragraph 3 of this article apply. ■</p>	

*Comparative Tables*

***B. CHARTER PARTY***

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL

## CHAPTER 4 – PERIOD OF RESPONSIBILITY

## A. GENERAL PROVISIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 4-Period of responsibility</b></p> <p><b>4.1.1</b> Subject to the provisions of article 4.3, the responsibility of the carrier for the goods under this instrument covers the period from the time when the carrier or a performing party has received the goods for carriage until the time when the goods are delivered to the consignee.</p> <p><b>4.1.2</b> The time and location of receipt of the goods is the time and location agreed in the contract of carriage or, failing any specific provision relating to the receipt of the goods in such contract, the time and location that is in accordance with the customs, practices, or usages in the trade. In the absence of any such provisions in the contract of carriage or of such customs, practices, or usages, the time and location of receipt of the goods is when and where the carrier or a performing party actually takes custody of the goods.</p> <p><b>4.1.3</b> The time and location of delivery of the goods is the time and location agreed in the contract of carriage, or, failing any specific provision relating to the delivery of the goods in such contract, the time and location that is in accordance with the customs, practices, or usages in the trade. In the absence of any such specific provision in the contract of carriage or of such customs, practices, or usages, the time and location of delivery is that of the discharge or unloading of the goods from the final vessel or vehicle in which they are carried under the contract of carriage.</p> <p><b>4.1.4</b> If the carrier is required to hand over the goods at the place of delivery to an authority or other third party to whom, pursuant to law or regulation applicable at the place of delivery, the goods must be handed over and from whom the consignee may collect them, such handing over will be regarded as a delivery of the goods by the carrier to the consignee under article 4.1.3. ■</p>	<p><b>Article 1(e)</b></p> <p>“Carriage of goods” covers the period from the time when the goods are loaded on to the time they are discharged from the ship.</p> <p><b>Article 2</b></p> <p>Subject to the provisions of Article 6, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth. ■</p>	<p><b>Article 4-Period of responsibility</b></p> <p>1. The responsibility of the carrier for the goods under this Convention covers the period during which the carrier is in charge of the goods at the port of loading, during the carriage and at the port of discharge.</p> <p>2. For the purpose of paragraph 1 of this Article, the carrier is deemed to be in charge of the goods</p> <p>(a) From the time he has taken over the goods from:</p> <p>(i) The shipper, or a person acting on his behalf; or</p> <p>(ii) An authority or other third party to whom, pursuant to law or regulations applicable at the port of loading, the goods must be handed over for shipment;</p> <p>(b) Until the time he has delivered the goods:</p> <p>(i) By handing over the goods to the consignee; or</p> <p>(ii) In cases where the consignee does not receive the goods from the carrier, by placing them at the disposal of the consignee in accordance with the contract or with the law or with the usage of the particular trade, applicable at the port of discharge, or</p>	<p><b>Article 4-Period of responsibility</b></p> <p>1. The responsibility of the multimodal transport operator for the goods under this Convention covers the period from the time he takes the goods in his charge to the time of their delivery.</p> <p>2. For the purpose of this article, the multimodal transport operator is deemed to be in charge of the goods:</p> <p>(a) From the time he has taken over the goods from:</p> <p>(i) The consignor or a person acting on his behalf; or</p> <p>(ii) An authority or other third party to whom, pursuant to law or regulations applicable at the place of taking in charge, the goods must be handed over for transport;</p> <p>(b) Until the time he has delivered the goods:</p> <p>(i) By handing over the goods to the consignee; or</p> <p>(ii) In cases where the consignee does not receive the goods from the multimodal transport operator, by placing them at the disposal of the consignee in accordance with the multimodal transport contract or with the law or with the usage of the particular trade applicable at the place</p>

*Comparative Tables***CHAPTER 4 – PERIOD OF RESPONSIBILITY****A. GENERAL PROVISIONS**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	<p><b>Article 23-Basis of liability</b></p> <p>1. The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of taking over of the goods and the time of delivery and for the loss or damage resulting from the transit period being exceeded, whatever the railway infrastructure used. ■</p>	<p><b>Article 16-Liability for loss</b></p> <p>1. The carrier shall be liable for loss resulting from loss or damage to the goods caused between the time when he took them over for carriage and the time of their delivery, or resulting from delay in delivery, unless he can show that the loss was due to circumstances which a diligent carrier could not have prevented and the consequences of which he could not have averted.</p> <p>2. The carrier's liability for loss resulting from loss or damage to the goods caused during the time before the goods are loaded on the vessel or the time after they have been discharged from the vessel shall be governed by the law of the State applicable to the contract of carriage. ■</p>	<p><b>Article 18</b></p> <p>2. The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the occurrence which caused the damage so sustained took place during the carriage by air.</p> <p>4. The carriage by air within the meaning of the preceding paragraphs of this Article comprises the period during which the baggage or cargo is in the charge of the carrier, whether in an airport or on board an aircraft, or, in the case of a landing outside an airport, in any place whatsoever.</p> <p>5. The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. ■</p>	<p><b>Article 18-D Damage to cargo</b></p> <p>3. The carriage by air within the meaning of paragraph 1 of this Article comprises the period during which the cargo is in the charge of the carrier.</p> <p>4. The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract of carriage by air, for the purpose of loading, delivery or transshipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the par-</p>



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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>(iii) By handing over the goods to an authority or other third party to whom, pursuant to law or regulations applicable at the port of discharge, the goods must be handed over.</p> <p>3. In paragraphs 1 and 2 of this Article, reference to the carrier or to the consignee means, in addition to the carrier or the consignee, the servants or agents, respectively of the carrier or the consignee. ■</p>	<p>of delivery; or</p> <p>(iii) By handing over the goods to an authority or other third party to whom, pursuant to law or regulations applicable at the place of delivery, the goods must be handed over.</p> <p>3. In paragraphs 1 and 2 of this article, reference to the multimodal transport operator shall include his servants or agents or any other person of whose services he makes use for the performance of the multimodal transport contract, and reference to the consignor or consignee shall include their servants or agents. ■</p>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
				ties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air. ■



**B. CARRIAGE PRECEDING OR SUBSEQUENT TO SEA CARRIAGE  
(MULTIMODAL/DOOR-TO-DOOR)**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 4-Period of responsibility</b></p> <p>4.1.1 Subject to the provisions of article 4.3, the responsibility of the carrier for the goods under this instrument covers the period from the time when the carrier or a performing party has received the goods for carriage until the time when the goods are delivered to the consignee.</p> <p>4.2.1 Carriage preceding or subsequent to sea carriage.</p> <p>Where a claim or dispute arises out of loss of or damage to goods or delay occurring solely during either of the following periods:</p> <p>(a) from the time of receipt of the goods by the carrier or a performing party to the time of their loading on to the vessel;</p> <p>(b) from the time of their discharge from the vessel to the time of their delivery to the consignee;</p> <p>and, at the time of such loss, damage or delay, there are provisions of an international convention that</p> <p>(i) according to their terms apply to all or any of the carrier's activities under the contract of carriage during that period, [irrespective whether the issuance of any particular document is needed in order to make such international convention applicable],</p> <p>and</p> <p>(ii) make specific provisions for carrier's liability, limitation of liability, or time for suit, and</p> <p>(iii) cannot be departed from by private contract either at all or to the detriment of the shipper,</p> <p>such provisions shall, to the extent that they are mandatory as indicated in (iii) above, prevail over the provisions of this instrument.</p> <p>[4.2.2 Article 4.2.1 applies regardless of the national law otherwise applicable to the contract of carriage.]</p> <p>■</p>			<p><b>Article 1-Definitions</b></p> <p>2. "Multimodal transport operator" means any person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.</p> <p>3. "Multimodal transport contract" means a contract whereby a multimodal transport operator undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport.</p> <p><b>Article 3-Mandatory application</b></p> <p>2. Nothing in this Convention shall affect the right of the consignor to choose between multimodal transport and segmented transport.</p> <p><b>Article 19-Localized damage</b></p> <p>When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national</p>



## Comparative Tables

**B. CARRIAGE PRECEDING OR SUBSEQUENT TO SEA CARRIAGE  
(MULTIMODAL/DOOR-TO-DOOR)**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 2</b></p> <p>1. Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterways or air, and, except where the provisions of article 14 are applicable, the goods are not unloaded from the vehicle, this Convention shall nevertheless apply to the whole of the carriage. Provided that to the extent that it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by an act or omission of the carrier by road, but by some event which could only have occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined not by this Convention but in the manner in which the liability of the</p>	<p><b>Article 38-Liability in respect of rail-sea traffic</b></p> <p>1. In rail-sea carriage by the services referred to in Article 24 § 1 of the Convention any Member State may, by requesting that a suitable note be included in the list of services to which these Uniform Rules apply, add the following grounds for exemption from liability in their entirety to those provided for in Article 23:</p> <p>a) fire, if the carrier proves that it was not caused by his act or default, or that of the master, a mariner, the pilot or the carrier's servants;</p> <p>b) saving or attempting to save life or property at sea;</p> <p>c) loading of goods on the deck of the ship, if they are so loaded with the consent of the consignor given on the consignment note and are not in wagons;</p> <p>d) perils, dangers and accidents of the sea or other navigable waters.</p> <p>2. The carrier may only avail himself of the grounds for exemption referred to in § 1 if he proves that the loss, damage or exceeding the transit period occurred in the course of the journey by sea be-</p>	<p><b>Article 2-Scope of application</b></p> <p>2. This Convention is applicable if the purpose of the contract of carriage is the carriage of goods, without transhipment, both on inland water ways and in waters to which maritime regulations apply, under the conditions set out in paragraph 1, unless:</p> <p>(a) A marine bill of lading has been issued in accordance with the maritime law applicable, or</p> <p>(b) The distance to be travelled in waters to which maritime regulations apply is the greater.</p>	<p><b>Article 18</b></p> <p>5. The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transhipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.</p> <p><b>Article 30</b></p> <p>1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.</p> <p>2. In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.</p> <p>3. As regards luggage or goods, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who per-</p>	<p><b>Article 38-Combined carriage</b></p> <p>7. In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention shall, subject to paragraph 4 of Article 18, apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.</p> <p>2. Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
			<p>law provides a higher limit of liability than the limit that would follow from application of paragraphs 1 to 3 of article 18, then the limit of the multimodal transport operator's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.</p> <div></div>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>carrier by the other means of transport would have been determined if a contract for the carriage of the goods alone had been made by the sender with the carrier by the other means of transport in accordance with the conditions prescribed by law for the carriage of goods by that means of transport. If, however, there are no such prescribed conditions, the liability of the carrier by road shall be determined by this Convention.</p> <p>2. If the carrier by road is also himself the carrier by the other means of transport, his liability shall also be determined in accordance with the provisions of paragraph 1 of this article, but as if, in his capacities as carrier by road and as carrier by the other means of transport, he were two separate persons. ■</p>	<p>tween the time when the goods were loaded on board the ship and the time when they were unloaded from the ship.</p> <p>3. When the carrier relies on the grounds for exemption referred to in § 1, he shall nevertheless remain liable if the person entitled proves that the loss, damage or exceeding the transit period is due to the fault of the carrier, the master, a mariner, the pilot or the carrier's servants.</p> <p>4. Where a sea route is served by several undertakings included in the list of services in accordance with Article 24 § 1 of the Convention, the liability regime applicable to that route must be the same for all those undertakings. In addition, where those undertakings have been included in the list at the request of several Member States, the adoption of this regime must be the subject of prior agreement between those States.</p> <p>5. The measures taken in accordance with §§ 1 and 4 shall be notified to the Secretary General. They shall come into force at the earliest at the expiry of a period of thirty days from the day on which the Secretary General notifies them to the other Member States. Consignments already in transit shall not be affected by such measures. ■</p>		<p>formed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.</p> <p><b>Article 30 A</b></p> <p>Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.</p> <p><b>Article 31</b></p> <p>1. In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Convention apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.</p> <p>2. Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air. ■</p>	

**C. MIXED CONTRACTS OF CARRIAGE AND FORWARDING**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 4.3-Mixed contracts of carriage and forwarding</b></p> <p><b>4.3.1</b> The parties may expressly agree in the contract of carriage that in respect of a specified part or parts of the transport of the goods the carrier, acting as agent, will arrange carriage by another carrier or carriers.</p> <p><b>4.3.2</b> In such event the carrier shall exercise due diligence in selecting the other carrier, conclude a contract with such other carrier on usual and normal terms, and do everything that is reasonably required to enable such other carrier to perform duly under its contract. ■</p>		<p><b>Article 11-Through carriage</b></p> <p>1. Notwithstanding the provisions of paragraph 1 of Article 10, where a contract of carriage by sea provides explicitly that a specified part of the carriage covered by the said contract is to be performed by a named person other than the carrier, the contract may also provide that the carrier is not liable for loss, damage or delay in delivery caused by an occurrence which takes place while the goods are in the charge of the actual carrier during such part of the carriage. Nevertheless, any stipulation limiting or excluding such liability is without effect if no judicial proceedings can be instituted against the actual carrier in a court competent under paragraph 1 or 2 of article 21. The burden of proving that any loss, damage or delay in delivery has been caused by such an occurrence rests upon the carrier.</p> <p>2. The actual carrier is responsible in accordance with the provisions of paragraph 2 of Article 10 for loss, damage or delay in delivery caused by an occurrence which takes place while the goods are in his charge. ■</p>	<p><b>Article 3 - Mandatory application</b></p> <p>2. Nothing in this Convention shall affect the right of the consignor to choose between multimodal transport and segmented transport. ■</p>

## Comparative Tables

*C. MIXED CONTRACTS OF CARRIAGE AND FORWARDING*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 34</b></p> <p>If carriage governed by a single contract is performed by successive road carriers, each of them shall be responsible for the performance of the whole operation, the second carrier and each succeeding carrier becoming a party to the contract of carriage, under the terms of the consignment note, by reason of his acceptance of the goods and the consignment note.</p> <p><b>Article 35</b></p> <p>1. A carrier accepting the goods from a previous carrier shall give the latter a dated and signed receipt. He shall enter his name and address on the second copy of the consignment note. Where applicable, he shall enter on the second copy of the consignment note and on the receipt reservations of the kind provided for in article 8, paragraph 2.</p> <p>2. The provisions of article 9 shall apply to the relations between successive carriers .</p> <p><b>Article 36</b></p> <p>Except in the case of a counterclaim or a setoff raised in an action concerning a claim based on the same contract of carriage, legal proceedings in respect of liability for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who was performing that portion of the carriage during which the event causing the loss, damage or delay occurred, an action</p>	<p><b>Article 26-Successive carriers</b></p> <p>If carriage governed by a single contract is performed by several successive carriers, each carrier, by the very act of taking over the goods with the consignment note, shall become a party to the contract of carriage in accordance with the terms of that document and shall assume the obligations arising therefrom. In such a case each carrier shall be responsible in respect of carriage over the entire route up to delivery.</p> <p><b>Article 49-Settlement of accounts</b></p> <p>1. Any carrier who has collected or ought to have collected, either at departure or on arrival, charges or other costs arising out of the contract of carriage must pay to the carriers concerned their respective shares. The methods of payment shall be fixed by agreement between the carriers.</p> <p>2. Article 12 shall also apply to the relations between successive carriers.</p> <p><b>Article 50-Right of recourse</b></p> <p>1. A carrier who has paid compensation pursuant to these Uniform Rules shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:</p> <p>a) the carrier who has caused the loss or damage shall be solely liable for it;</p> <p>b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if such distinction is impossible, the compensation shall be apportioned between them in accord-</p>		<p><b>Article 30</b></p> <p>1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.</p> <p>2. In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.</p> <p>3. As regards lug-</p>	<p><b>Article 36-Successive Carriage</b></p> <p>1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in paragraph 3 of Article 1, each carrier which accepts passengers, baggage or cargo is subject to the rules set out in this Convention and is deemed to be one of the parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under its supervision.</p> <p>2. In the case of carriage of this nature, the passenger or any person entitled to compensation in respect of him or her can take action only against the carrier which performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL

## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>may be brought at the same time against several of these carriers.</p> <p><b>Article 37</b></p> <p>A carrier who has paid compensation in compliance with the provisions of this Convention, shall be entitled to recover such compensation, together with interest thereon and all costs and expenses incurred by reason of the claim, from the other carriers who have taken part in the carriage, subject to the following provisions:</p> <p>(a) The carrier responsible for the loss or damage shall be solely liable for the compensation whether paid by himself or by another carrier;</p> <p>(b) When the loss or damage has been caused by the action of two or more carriers, each of them shall pay an amount proportionate to his share of liability; should it be impossible to apportion the liability, each carrier shall be liable in proportion to the share of the payment for the carriage which is due to him;</p> <p>(c) If it cannot be ascertained to which carriers liability is attributable for the loss or damage, the amount of the compensation shall be apportioned between all the carriers as laid down in (b) above.</p> <p><b>Article 38</b></p> <p>If one of the carriers is insolvent, the share of the compensation due from him and unpaid by him shall be divided among the other carriers in proportion to the share of the payment for the carriage due to them.</p> <p><b>Article 39</b></p> <p>1. No carrier against whom</p>	<p>ance with letter c);</p> <p>c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.</p> <p>2. In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.</p> <p><b>Article 51-Procedure for recourse</b></p> <p>1. The validity of the payment made by the carrier exercising a right of recourse pursuant to Article 50 may not be disputed by the carrier against whom the right of recourse is exercised, when compensation has been determined by a court or tribunal and when the latter carrier, duly served with notice of the proceedings, has been afforded an opportunity to intervene in the proceedings. The court or tribunal seized of the principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.</p> <p>2. A carrier exercising his right of recourse must make his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.</p> <p>3. The court or tribunal must give its decision in one and the same judgment on all recourse claims brought before it.</p> <p>4. The carrier wishing to enforce</p>		<p>gage or goods, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.</p> <p><b>Article 30 A</b></p> <p>Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person.</p>	<p>for the whole journey.</p> <p>3. As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier which performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.</p>



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*Comparative Tables*

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<p>a claim is made under articles 37 and 38 shall be entitled to dispute the validity of the payment made by the carrier making the claim if the amount of the compensation was determined by judicial authority after the first mentioned carrier had been given due notice of the proceedings and afforded an opportunity of entering an appearance.</p> <p>2. A carrier wishing to take proceedings to enforce his right of recovery may make his claim before the competent court or tribunal of the country in which one of the carriers concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was made. All the carriers concerned may be made defendants in the same action.</p> <p>3. The provisions of article 31, paragraphs 3 and 4, shall apply to judgements entered in the proceedings referred to in articles 37 and 38.</p> <p>4. The provisions of article 32 shall apply to claims between carriers. The period of limitation shall, however, begin to run either on the date of the final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.</p> <p><b>Article 40</b></p> <p>Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.</p>	<p>his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.</p> <p>5. When the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from among those having competence pursuant to § 4.</p> <p>6. Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.</p> <p><b>Article 52- Agreements concerning recourse</b></p> <p>The carriers may conclude agreements which derogate from Articles 49 and 50.</p>			

**CHAPTER 5 – OBLIGATIONS OF THE CARRIER****INSTRUMENT*****Article 5-Obligations of the carrier***

**5.1** The carrier shall, subject to the provisions of this instrument and in accordance with the terms of the contract of carriage, carry the goods to the place of destination and deliver them to the consignee.

**5.2.1** The carrier shall during the period of its responsibility as defined in article 4.1, and subject to article 4.2, properly and carefully load, handle, stow, carry, keep, care for and discharge the goods.


**5.2.2** The parties may agree that certain of the functions referred to in article 5.2.1 shall be performed by or on behalf of the shipper, the controlling party or the consignee. Such an agreement must be referred to in the contract particulars.

**5.3** Notwithstanding the provisions of articles 5.1, 5.2, and 5.4, the carrier may decline to load, or may unload, destroy, or render goods harmless or take such other measures as are reasonable if goods are, or reasonably appear likely during its period of responsibility to become, a danger to persons or property or an illegal or unacceptable danger to the environment.

**5.4** The carrier shall be bound, before, at the beginning of, [and during] the voyage by sea, to exercise due diligence to:

- (a) make [and keep] the ship seaworthy;
- (b) properly man, equip and supply the ship;
- (c) make [and keep] the holds and all other parts of the ship in which the goods are carried, including containers where supplied by the carrier, in or upon which the goods are carried fit and safe for their reception, carriage and preservation.

**5.5** Notwithstanding the provisions of articles 5.1, 5.2, and 5.4, the carrier in the case of carriage by sea [or by inland waterway] may sacrifice goods when the sacrifice is reasonably made for the common safety or for the purpose of preserving other property involved in the common adventure.



**CHAPTER 5 – OBLIGATIONS OF THE CARRIER**

**HAGUE-VISBY**

**Article 3**

1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:
- a) Make the ship seaworthy.
  - b) Properly man, equip and supply the ship.
  - c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.
2. Subject to the provisions of article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.



# CHAPTER 6 – LIABILITY OF THE CARRIER

## 6.1. BASIS OF LIABILITY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 6-Liability of the carrier</b></p> <p><b>6.1 Basis of liability</b></p> <p><b>6.1.1</b> The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence that caused the loss, damage or delay took place during the period of the carrier's responsibility as defined in article 4, unless the carrier proves that neither its fault nor that of any person referred to in article 6.3.2(a) caused or contributed to the loss, damage or delay.</p> <p><b>6.1.2</b> [Notwithstanding the provisions of article 6.1.1 the carrier is not responsible for loss, damage or delay arising or resulting from</p> <p>(a) act, neglect or default of the master, mariner, pilot or other servants of the carrier in the navigation or in the management of the ship;</p> <p>(b) fire on the ship, unless caused by the fault or privity of the carrier.]</p> <p><b>6.1.3</b> Notwithstanding the provisions of article 6.1.1, if the carrier proves that loss of or damage to the goods or delay in delivery has been caused by one of the following events it is presumed, in the absence of proof to the contrary, that neither its fault nor that of a performing party has caused or contributed to cause that loss, damage or delay.</p> <p>(i) [Act of God], war, hostilities, armed conflict, piracy, terrorism, riots and civil commotions;</p> <p>(ii) quarantine restrictions; interference by or impediments created by governments, public authorities rulers or people [including interference by or pursuant to legal process];</p> <p>(iii) act or omission of the shipper, the controlling party or the consignee;</p> <p>(iv) strikes, lock-outs, stoppages or restraints of labour;</p> <p>(v) saving or attempting to save life or property at sea;</p> <p>(vi) wastage in bulk or weight or any other loss or damage arising from inherent quality, defect, or vice of the goods;</p>	<p><b>Article 4</b></p> <p>1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this article.</p> <p>2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from:</p> <p>a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.</p> <p>b) Fire, unless caused by the actual fault or privity of the carrier.</p>	<p><b>Article 5-Basis of liability</b></p> <p>1. The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay took place while the goods were in his charge as defined in article 4, unless the carrier proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.</p> <p>4.(a) The carrier is liable</p> <p>(i) For loss or damage to the goods or delay in delivery caused by fire, if the claimant proves that the fire arose from fault or neglect on the part of the carrier, his servants or agents;</p> <p>(ii) For such loss, damage or delay in delivery which is proved by the claimant to have resulted from the fault or neglect of the carrier, his servants or agents, in taking all measures that could reasonably be required to put out the fire and avoid or mitigate its consequences.</p> <p>(b) In case of fire on board the ship affecting the goods, if the claimant or the carrier so desires, a survey in</p>	<p><b>Article 15-The liability of the multimodal transport operator for his servants, agents and other persons</b></p> <p>Subject to article 21, the multimodal transport operator shall be liable for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the multimodal transport contract, when such person is acting in the performance of the contract, as if such acts and omissions were his own.</p> <p><b>Article 16-Basis of liability</b></p> <p>1. The multimodal transport operator shall be liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in article 14, unless the multimodal transport operator proves that he, his servants or agents or any other person referred to in article 15 took all measures that could</p>

## Comparative Tables

## CHAPTER 6 – LIABILITY OF THE CARRIER

## 6.1. BASIS OF LIABILITY

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 17</b></p> <p>1. The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.</p> <p>2. The carrier shall, however, be relieved of liability if the loss, damage or delay was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.</p> <p>3. The carrier shall not be relieved of liability by reason of the defective condition of the vehicle used by him in order to perform the carriage, or by reason of the</p>	<p><b>Article 23-Basis of liability</b></p> <p>1. The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of taking over of the goods and the time of delivery and for the loss or damage resulting from the transit period being exceeded, whatever the railway infrastructure used.</p> <p>2. The carrier shall be relieved of this liability to the extent that the loss or damage or the exceeding of the transit period was caused by the fault of the person entitled, by an order given by the person entitled other than as a result of the fault of the carrier, by an inherent defect in the goods (decay, wastage etc.) or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.</p> <p>3. The carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances:</p> <p>a) carriage in open wagons pursuant to the General Conditions of Carriage or when it has been expressly</p>	<p><b>Article 16-Liability for loss</b></p> <p>1. The carrier shall be liable for loss resulting from loss or damage to the goods caused between the time when he took them over for carriage and the time of their delivery, or resulting from delay in delivery, unless he can show that the loss was due to circumstances which a diligent carrier could not have prevented and the consequences of which he could not have averted.</p> <p>2. The carrier's liability for loss resulting from loss or damage to the goods caused during the time before the goods are loaded on the vessel or the time after they have been discharged from the vessel shall be governed by the law of the State applicable to the contract of carriage.</p> <p><b>Article 17-Servants and agents</b></p> <p>1. The carrier shall be responsible for the acts and omissions of his servants and agents of whose services he makes use during the performance of the contract of carriage, when such persons are acting within the scope of their employment, as if such acts or omissions were his own.</p> <p>2. When the carriage is performed by an actual carrier in accordance with article 4, the carrier is also responsible for the acts and omissions of the actual carrier</p>	<p><b>Article 10.3</b></p> <p>Subject to the provisions of paragraphs 1 and 2 of this article, the carrier shall indemnify the consignor against all damage suffered by him, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph 2 of Article 5.</p> <p><b>Article 18</b></p> <p>2. The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the occurrence which caused the damage so sustained took place during the carriage by air.</p> <p>3. However, the carrier is not liable if he proves that the destruction, loss of, or damage to, the cargo resulted solely from one or more of the following:</p> <p>(a) inherent defect, quality or vice of that cargo;</p> <p>(b) defective packing of that cargo performed by a person other than the carrier</p>	<p><b>Article 18-Damage to cargo</b></p> <p>1. The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.</p> <p>2. However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:</p> <p>(a) inherent defect, quality or vice of that cargo;</p> <p>(b) defective packing of that cargo performed by a person other than the carrier or its servants or agents;</p> <p>(c) an act of war or an armed conflict;</p> <p>(d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.</p> <p>3. The carriage by air within the meaning of paragraph 1 of this</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>(vii) insufficiency or defective condition of packing or marking;</p> <p>(viii) latent defects not discoverable by due diligence.</p> <p>(ix) handling, loading, stowage or unloading of the goods by or on behalf of the shipper, the controlling party or the consignee;</p> <p>(x) acts of the carrier or a performing party in pursuance of the powers conferred by article 5.3 and 5.5 when the goods have become a danger to persons, property or the environment or have been sacrificed;</p> <p>[(xi) perils, dangers and accidents of the sea or other navigable waters;]</p> <p><b>6.7.4 [If loss, damage or delay in delivery is caused in part by an event for which the carrier is not liable and in part by an event for which the carrier is liable, the carrier is liable for all the loss, damage, or delay in delivery except to the extent that it proves that a specified part of the loss was caused by an event for which it is not liable.]</b></p> <p><b>[If loss, damage, or delay in delivery is caused in part by an event for which the carrier is not liable and in part by an event for which the carrier is liable, then the carrier is</b></p> <p><b>(a) liable for the loss, damage, or delay in delivery to the extent that the party seeking to recover for the loss, damage, or delay proves that it was attributable to one or more events for which the carrier is liable; and</b></p> <p><b>(b) not liable for the loss, damage, or delay in delivery to the extent the carrier proves that it is attributable to one or more events for which the carrier is not liable.</b></p> <p><b>If there is no evidence on which the overall apportionment can be established, then the carrier is liable for one-half of the loss, damage, or delay in delivery.]</b> ■</p>	<p>c) Perils, dangers and accidents of the sea or other navigable waters.</p> <p>d) Act of God.</p> <p>e) Act of war.</p> <p>f) Act of public enemies.</p> <p>g) Arrest or restraint of princes, rulers or people, or seizure under legal process.</p> <p>h) Quarantine restrictions.</p> <p>i) Act or omission of the shipper or owner of the goods, his agent or representative.</p> <p>j) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.</p> <p>k) Riots and civil commotion.</p> <p>l) Saving or attempting to save life or property at sea.</p> <p>m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.</p> <p>n) Insufficiency of packing.</p> <p>o) Insufficiency or inadequacy of marks.</p> <p>p) Latent defects not discoverable by due diligence.</p> <p>q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage. ■</p>	<p>accordance with shipment practices must be held into the cause and circumstances of the fire, and a copy of the surveyor's report shall be made available on demand to the carrier and the claimant.</p> <p>6. The carrier is not liable, except in general average, where loss, damage or delay in delivery resulted from measures to save life or from reasonable measures to save property at sea.</p> <p>7. Where fault or neglect on the part of the carrier, his servants or agents combines with another cause to produce loss, damage or delay in delivery the carrier is liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the carrier proves the amount of the loss, damage or delay in delivery not attributable thereto. ■</p>	<p>reasonably be required to avoid the occurrence and its consequences.</p> <p><b>Article 17-Concurrent causes</b></p> <p>Where fault or neglect on the part of the multimodal transport operator, his servants or agents or any other person referred to in article 15 combines with another cause to produce loss, damage or delay in delivery, the multimodal transport operator shall be liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the multimodal transport operator proves the part of the loss, damage or delay in delivery not attributable thereto. ■</p>

## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.</p> <p>4. Subject to article 18, paragraphs 2 to 5, the carrier shall be relieved of liability when the loss or damage arises from the special risks inherent in one more of the following circumstances:</p> <p>(a) Use of open unsheeted vehicles, when their use has been expressly agreed and specified in the consignment note;</p> <p>(b) The lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;</p> <p>(c) Handling, loading, stowage or unloading of the goods by the sender, the consignee or person acting on behalf of the sender or the consignee;</p> <p>(d) The nature of certain kinds of goods which particularly exposes them to total or partial loss or to</p>	<p>agreed and entered in the consignment note; subject to damage sustained by the goods because of atmospheric influences, goods carried in inter-modal transport units and in closed road vehicles carried on wagons shall not be considered as being carried in open wagons; if for the carriage of goods in open wagons, the consignor uses sheets, the carrier shall assume the same liability as falls to him for carriage in open wagons without sheeting, even in respect of goods which, according to the General Conditions of Carriage, are not carried in open wagons;</p> <p>b) absence or inadequacy of packaging in the case of goods which by their nature are liable to loss or damage when not packed or when not packed properly;</p> <p>c) loading of the goods by the consignor or unloading by the consignee;</p> <p>d) the nature of certain goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage;</p> <p>e) irregular, incorrect or incomplete description or numbering of packages;</p> <p>f) carriage of live animals;</p>	<p>acting within the scope of their employment.</p> <p>3. If an action is brought against the servants and agents of the carrier or the actual carrier, such persons, if they prove that they acted within the scope of their employment, are entitled to avail themselves of the defences and limits of liability which the carrier or the actual carrier is entitled to invoke under this Convention.</p> <p>4. A pilot designated by an authority and who cannot be freely selected shall not be considered to be a servant or agent within the meaning of paragraph 1.</p> <p><b>Article 18-Special exonerations from liability</b></p> <p>1. The carrier and the actual carrier shall be exonerated from their liability when the loss, damage or delay are the result of one of the circumstances or risks listed below:</p> <p>(a) Acts or omissions of the shipper, the consignee or the person entitled to dispose of the goods;</p> <p>(b) Handling, loading, stowage or discharge of the goods by the shipper, the consignee or third parties acting on behalf of the shipper or the consignee;</p> <p>(c) Carriage of the goods on deck or in open vessels, where such carriage has been agreed with the shipper or is in accordance with the practice of the particular trade, or if it is required by the regulations in force;</p> <p>(d) The nature of the goods which exposes them to total or partial loss or damage, especially through breakage, rust, decay, desicca-</p>	<p>or his servants or agents;</p> <p>(c) an act of war or an armed conflict;</p> <p>(d) an act of public authority carried out in connexion with the entry, exit or transit of the cargo.</p> <p><b>Article 21</b></p> <p>1. In the carriage of passengers and baggage, if the carrier proves that the damage was caused by or contributed to by the negligence of the person suffering the damage the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.</p> <p>2. In the carriage of cargo, if the carrier proves that the damage was caused by or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, the carrier shall be wholly or partly exonerated from his liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.</p>	<p>article comprises the period during which the cargo is in the charge of the carrier.</p> <p>4. The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract of carriage by air, for the purpose of loading, delivery or transhipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.</p>



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<p>damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage, or the action of moth or vermin;</p> <p>(e) Insufficiency or inadequacy of marks or numbers on the packages;</p> <p>(f) The carriage of livestock.</p> <p>5. Where under this article the carrier is not under any liability in respect of some of the factors causing the loss, damage or delay, he shall only be liable to the extent that those factors for which he is liable under this article have contributed to the loss, damage or delay.</p> <p><b>Article 18</b></p> <p>1. The burden of proving that loss, damage or delay was due to one of the causes specified in article 17, paragraph 2, shall rest upon the carrier.</p> <p>2. When the carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the special risks referred to in article 17, paragraph 4, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.</p> <p>3. This presumption shall not apply in the circumstances set out in article 17, paragraph 4(a), if there has been an abnormal shortage, or a loss of any package.</p> <p>4. If the carriage is performed in vehicles specially equipped to protect the goods from the effects of heat, cold, variations in temperature or the humidity of the air, the carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (d), unless he proves</p>	<p>g) carriage which, pursuant to applicable provisions or agreements made between the consignor and the carrier and entered on the consignment note, must be accompanied by an attendant, if the loss or damage results from a risk which the attendant was intended to avert.</p> <p><b>Article 24-Liability in case of carriage of railway vehicles as goods</b></p> <p>1. In case of carriage of railway vehicles running on their own wheels and consigned as goods, the carrier shall be liable for the loss or damage resulting from the loss of, or damage to, the vehicle or to its removable parts arising between the time of taking over for carriage and the time of delivery and for loss or damage resulting from exceeding the transit period, unless he proves that the loss or damage was not caused by his fault.</p> <p>2. The carrier shall not be liable for loss or damage resulting from the loss of accessories which are not mentioned on both sides of the vehicle or in the inventory which accompanies it.</p> <p><b>Article 25-Burden of proof</b></p> <p>1. The burden of proving that the loss, damage or exceeding of the transit period was due to one of the causes specified in article 23 § 2 shall lie on the carrier.</p> <p>2. When the carrier establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the special risks referred to in article 23 § 3, it shall be presumed that it did so</p>	<p>tion, leakage, normal wastage (in volume or weight), or the action of vermin or rodents;</p> <p>(e) The lack of or defective condition of packaging in the case of goods which, by their nature, are liable to loss or damage when not packed or when the packaging is defective;</p> <p>(f) Insufficiency or inadequacy of marks identifying the goods;</p> <p>(g) Rescue or salvage operations or attempted rescue or salvage operations on inland waterways;</p> <p>(h) Carriage of live animals, unless the carrier has not taken the measures or observed the instructions agreed upon in the contract of carriage.</p> <p>2. When, in the circumstances of the case, the loss or damage could be attributed to one or more of the circumstances or risks listed in paragraph 1 of the present article, it is presumed to have been caused by such a circumstance or risk. This presumption does not apply if the injured party proves that the loss suffered does not result, or does not result exclusively, from one of the circumstances or risks listed in paragraph 1 of this article.</p> <p><b>Article 22-Application of the defences and limits of liability</b></p> <p>The defences and limits of liability provided for in this Convention or in the contract of carriage apply in any action in respect of loss or damage to or delay in delivery of the goods covered by the contract of carriage, whether the action is founded in contract, in tort or otherwise.</p>		

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL

**6.2. CALCULATION OF COMPENSATION**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.2 Calculation of compensation</b></p> <p><b>6.2.1</b> If the carrier is liable for loss of or damage to the goods, the compensation payable shall be calculated by reference to the value of such goods at the place and time of delivery according to the contract of carriage.</p> <p><b>6.2.2</b> The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to their market price or, if there is no commodity exchange price or market price, by reference to the normal value of the goods of the same kind and quality at the place of delivery.</p> <p><b>6.2.3</b> In case of loss of or damage to the goods and save as provided for in article 6.4, the carrier shall not be liable for payment of any compensation beyond what is provided for in articles 6.2.1 and 6.2.2. ■</p>	<p><b>Article 4.5</b></p> <p>b) The total amount recoverable shall be calculated by reference to the value of such goods at the place and time at which the goods are discharged from the ship in accordance with the contract or should have been so discharged.</p> <p>The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. ■</p>		

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>that all steps incumbent on him in the circumstances with respect to the choice, maintenance and use of such equipment were taken and that he complied with any special instructions issued to him.</p> <p>5. The carrier shall not be entitled to claim the benefit of article 17, paragraph 4 (f), unless he proves that all steps normally incumbent on him in the circumstances were taken and that he complied with any special instructions issued to him.</p>	<p>arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or in part to one of those risks.</p> <p>3. The presumption according to § 2 shall not apply in the case provided for in article 23 § 3, letter a) if an abnormally large quantity has been lost or if a package has been lost.</p>			

**6.2. CALCULATION OF COMPENSATION**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 23</b></p> <p>1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.</p> <p>2. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to normal value of goods of the same kind and quality.</p>		<p><b>Article 19-Calculation of compensation</b></p> <p>1. Where the carrier is liable in respect of total loss of goods, the compensation payable by him shall be equal to the value of the goods at the place and on the day of delivery according to the contract of carriage. Delivery to a person other than the person entitled is deemed to be a loss.</p> <p>2. In the event of partial loss or damage to goods, the carrier shall be liable only to the extent of the loss in value.</p> <p>3. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to their market price or, if there is no commodity exchange price or market price, by reference to the normal value of goods of the same kind and quality at the place of delivery.</p> <p>4. In respect of goods which by reason of their nature are exposed to normal wastage during carriage, the carrier shall only be held liable, whatever the length of the carriage, for that part of the wastage which exceeds normal wastage as determined by the parties to the contract of carriage or, if not, by the regulations or established practice at the place of destination.</p> <p>5. The provisions of this article shall not affect the carrier's right concerning the freight as provided by the contract of carriage or, in the absence of special agreements in this regard, by the applicable national regulations or practices.</p>		

## 6.3. LIABILITY OF PERFORMING PARTIES

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.3 Liability of performing parties</b></p> <p><b>6.3.1(a)</b> A performing party is subject to the responsibilities and liabilities imposed on the carrier under this instrument, and entitled to the carrier's rights and immunities provided by this instrument (i) during the period in which it has custody of the goods; and (ii) at any other time to the extent that it is participating in the performance of any of the activities contemplated by the contract of carriage.</p> <p>(b) If the carrier agrees to assume responsibilities other than those imposed on the carrier under this instrument, or agrees that its liability for the delay in delivery of, loss of, or damage to or in connection with the goods is higher than the limits imposed under articles 6.4.2, 6.6.4, and 6.7, a performing party is not bound by this agreement unless the performing party expressly agrees to accept such responsibilities or such limits.</p> <p><b>6.3.2(a)</b> Subject to article 6.3.3, the carrier is responsible for the acts and omissions of</p> <p>(i) any performing party, and</p> <p>(ii) any other person, including a performing party's sub-contractors and agents, who performs or undertakes to perform any of the carrier's responsibilities under the contract of carriage, to the extent that the person acts, either directly or indirectly, at the carrier's request or under the carrier's supervision or control,</p> <p>as if such acts or omissions were its own. A carrier is responsible under this provision only when the performing party's or other person's act or omission is within the scope of its contract, employment, or agency.</p> <p>(b) Subject to article 6.3.3, a performing party is responsible for the acts and omissions of any person to whom it has delegated the performance of any of the carrier's responsibilities under the con-</p>		<p><b>Article 10-Liability of the carrier and actual carrier</b></p> <p>1. Where the performance of the carriage or part thereof has been entrusted to an actual carrier, whether or not in pursuance of a liberty under the contract of carriage by sea to do so, the carrier nevertheless remains responsible for the entire carriage according to the provisions of this Convention. The carrier is responsible, in relation to the carriage performed by the actual carrier, for the acts and omissions of the actual carrier and of his servants and agents acting within the scope of their employment.</p> <p>2. All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him. The provisions of paragraphs 2 and 3 of Article 7 and of paragraph 2 of Article 8 apply if an action is brought against a servant or agent of the actual carrier.</p> <p>3. Any special agreement under which the carrier assumes obligations not imposed by this Convention or</p>	<p><b>Article 20-Non-contractual liability</b></p> <p>2. If an action in respect of loss resulting from loss of or damage to the goods or from delay in delivery is brought against the servant or agent of the multimodal transport operator, if such servant or agent proves that he acted within the scope of his employment, or against any other person of whose services he makes use for the performance of the multimodal transport contract, if such other person proves that he acted within the performance of the contract, the servant or agent of such other person shall be entitled to avail himself of the defences and limits of liability which the multimodal transport operator is entitled to invoke under this Convention.</p> <p>3. Except as provided in article 21, the aggregate of the amounts recoverable from the multimodal transport operator and from a servant or agent or any other person of whose services he makes use for the performance of the multimodal transport contract shall not exceed the limits of liability provided for in this Convention. ■</p>

## Comparative Tables

## 6.3. LIABILITY OF PERFORMING PARTIES

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	<p><b>Article 27-Substitute carrier</b></p> <p>1. Where the carrier has entrusted the performance of the carriage, in whole or in part, to a substitute carrier, whether or not in pursuance of a right under the contract of carriage to do so, the carrier shall nevertheless remain liable in respect of the entire carriage.</p> <p>2. All the provisions of these Uniform Rules governing the liability of the carrier shall also apply to the liability of the substitute carrier for the carriage performed by him. Articles 36 and 41 shall apply if an action is brought against the servants and any other persons whose services the substitute carrier makes use of for the performance of the carriage.</p> <p>3. Any special agreement under which the carrier assumes obligations not imposed by these Uniform Rules or waives rights conferred by these Uniform Rules shall be of no effect in respect of the substitute carrier who has not accepted it expressly and in writing. Whether or not the substitute carrier has accepted it, the carrier shall nevertheless remain bound by</p>	<p><b>Article 4-Actual carrier</b></p> <p>1. A contract complying with the definition set out in article 1, paragraph 1, concluded between a carrier and an actual carrier constitutes a contract of carriage within the meaning of this Convention. For the purpose of such contract, all the provisions of this Convention concerning the shipper shall apply to the carrier and those concerning the carrier to the actual carrier.</p> <p>2. Where the carrier has entrusted the performance of the carriage or part thereof to an actual carrier, whether or not in pursuance of a liberty under the contract of carriage to do so, the carrier nevertheless remains responsible for the entire carriage according to the provisions of this Convention. All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him.</p> <p>3. The carrier shall in all cases inform the shipper when he entrusts the performance of the carriage or part thereof to an actual carrier.</p> <p>4. Any agreement with the shipper or the consignee extending the carrier's responsibility according to the provisions of this Convention affects the actual carrier only to the extent that he has agreed to it expressly and in writing. The actual carrier may avail himself of</p>	<p><b>Article 30</b></p> <p>1. In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.</p> <p>2. In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.</p> <p>3. As regards luggage or goods, the passenger or consignee will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the</p>	<p><b>Article 39-Contracting Carrier-Actual Carrier</b></p> <p>The provisions of this Chapter apply when a person (hereinafter referred to as "the contracting carrier") as a principal makes a contract of carriage governed by this Convention with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and another person (hereinafter referred to as "the actual carrier") performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part a successive carrier within the meaning of this Convention. Such authority shall be presumed in the absence of proof to the contrary.</p> <p><b>Article 40-Respective Liability of Contracting and Actual Carriers</b></p> <p>If an actual carrier performs the whole or part of carriage which, according to the contract referred to in Article 39, is governed by this Convention, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Chapter, be subject to the rules of this Convention, the former for the whole of the carriage contemplated in the contract, the latter solely for the carriage which it performs.</p> <p><b>Article 41-Mutual Liability</b></p> <p>1. The acts and omissions of the actual carrier and of its servants and agents act-</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>tract of carriage, including its sub-contractors, employees, and agents, as if such acts or omissions were its own. A performing party is responsible under this provision only when the act or omission of the person concerned is within the scope of its contract, employment, or agency.</p> <p>6.3.3 If an action is brought against any person, other than the carrier, mentioned in article 6.3.2, that person is entitled to the benefit of the defences and limitations of liability available to the carrier under this instrument if it proves that it acted within the scope of its contract, employment, or agency.</p> <p>6.3.4 If more than one person is liable for the loss of, damage to, or delay in delivery of the goods, their liability is joint and several but only up to the limits provided for in articles 6.4, 6.6 and 6.7.</p> <p>6.3.5 Without prejudice to the provisions of article 6.8, the aggregate liability of all such persons shall not exceed the overall limits of liability under this instrument.</p> <p>■</p>		<p>waives rights conferred by this Convention affects the actual carrier only if agreed to by him expressly and in writing. Whether or not the actual carrier has so agreed, the carrier nevertheless remains bound by the obligations or waivers resulting from such special agreement.</p> <p>4. Where and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several.</p> <p>5. The aggregate of the amounts recoverable from the carrier, the actual carrier and their servants and agents shall not exceed the limits of liability provided for in this Convention.</p> <p>6. Nothing in this Article shall prejudice any right of recourse as between the carrier and the actual carrier.</p> <p>■</p>	

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	<p>the obligations or waivers resulting from such special agreement.</p> <p>4. Where and to the extent that both the carrier and the substitute carrier are liable, their liability shall be joint and several.</p> <p>5. The aggregate amount of compensation payable by the carrier, the substitute carrier and their servants and other persons whose services they make use of for the performance of the carriage shall not exceed the limits provided for in these Uniform Rules.</p> <p>6. This article shall not prejudice rights of recourse which may exist between the carrier and the substitute carrier. ■</p>	<p>all the objections invocable by the carrier under the contract of carriage.</p> <p>5. If and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several. Nothing in this article shall prejudice any right of recourse as between the carrier and the actual carrier. ■</p>	<p>carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.</p> <p><b>Article 30 A</b></p> <p>Nothing in this Convention shall prejudice the question whether a person liable for damage in accordance with its provisions has a right of recourse against any other person. ■</p>	<p>ing within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.</p> <p>2. The acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in Articles 21, 22, 23 and 24. Any special agreement under which the contracting carrier assumes obligations not imposed by this Convention or any waiver of rights or defences conferred by this Convention or any special declaration of interest in delivery at destination contemplated in Article 22 shall not affect the actual carrier unless agreed to by it. ■</p>



### 6.4. DELAY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.4 Delay</b></p> <p><b>6.4.1</b> Delay in delivery occurs when the goods are not delivered at the place of destination provided for in the contract of carriage within any time expressly agreed upon [or, in the absence of such agreement, within the time it would be reasonable to expect of a diligent carrier, having regard to the terms of the contract, the characteristics of the transport, and the circumstances of the voyage].</p> <p><b>6.4.2</b> If delay in delivery causes loss not resulting from destruction of or damage to the goods carried and hence not covered by article 6.2, the amount payable as compensation for such loss is limited to an amount equivalent to [...times the freight payable on the goods delayed]. The total amount payable under this provision and article 6.7.1 shall not exceed the limit that would be established under article 6.7.1 in respect of the total loss of the goods concerned. ■</p>		<p><b>Article 5-Basis of liability</b></p> <p>2. Delay in delivery occurs when the goods have not been delivered at the port of discharge provided for in the contract of carriage by sea within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent carrier, having regard to the circumstances of the case. ■</p>	<p><b>Article 16-Basis of liability</b></p> <p>2. Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent multimodal transport operator, having regard to the circumstances of the case.</p> <p>3. If the goods have not been delivered within 90 consecutive days following the date of delivery determined according to paragraph 2 of this article, the claimant may treat the goods as lost. ■</p>

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*Comparative Tables*


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**6.4. DELAY**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 19</b></p> <p>Delay in delivery shall be said to occur when the goods have not been delivered within the agreed time-limit or when, failing an agreed time-limit, the actual duration of the carriage having regard to the circumstances of the case, and in particular, in the case of partial loads, the time required for making up a complete load in the normal way, exceeds the time it would be reasonable to allow a diligent carrier.</p> <p><b>Article 20</b></p> <p>1 The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, or, if there is no agreed time-limit, within sixty days from the time when the carrier took over the goods, shall be conclusive evidence of the loss of the goods, and the person entitled to make a claim may thereupon treat them as lost.</p> <p>2. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request.</p> <p>3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges included therein but without prejudice to any claims to compensation for delay in delivery under article 23 and where applicable, article 26.</p> <p>4. In the absence of the request mentioned in paragraph 2 or of any instructions given within the period of thirty days specified in paragraph 3, or if the goods are not recovered until more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the law of the place where the goods are situated. ■</p>	<p><b>Article 16-Transit periods</b></p> <p>7. The consignor and the carrier shall agree the transit period. In the absence of an agreement, the transit period must not exceed that which would result from the application of §§ 2 to 4.</p> <p>2. Subject to §§ 3 and 4, the maximum transit periods shall be as follows:</p> <p>a) for wagon-load consignments</p> <ul style="list-style-type: none"> <li>- period for consignment 12 hours,</li> <li>- period for carriage, for each 400 km or fraction thereof 24 hours;</li> </ul> <p>b) for less than wagon-load consignment</p> <ul style="list-style-type: none"> <li>- period for consignments 24 hours,</li> <li>- period for carriage, for each 200 km or fraction thereof 24 hours.</li> </ul> <p>The distances shall relate to the agreed route or, in the absence thereof, to the shortest possible route.</p> <p>3. The carrier may fix additional transit periods of specified duration in the following cases:</p> <p>a) consignments to be carried</p> <ul style="list-style-type: none"> <li>- by lines of a different gauge,</li> <li>- by sea or inland waterway,</li> <li>- by road if there is no rail link;</li> </ul> <p>b) exceptional circumstances causing an exceptional increase in traffic or exceptional operating difficulties.</p> <p>The duration of the additional transit periods must appear in the General Conditions of Carriage.</p> <p>4. The transit period shall start to run after the taking over of the goods; it shall be extended by the duration of a stay caused without any fault of the carrier. The transit period shall be suspended on Sundays and statutory holidays. ■</p>	<p><b>Article 5-Delivery time</b></p> <p>The carrier shall deliver the goods within the time limit agreed in the contract of carriage or, if no time limit has been agreed, within the time limit which could reasonably be required of a diligent carrier, taking into account the circumstances of the voyage and unhindered navigation. ■</p>	<p><b>Article 19</b></p> <p>The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or goods.</p> <p><b>Article 20</b></p> <p>In the carriage of passengers and baggage, and in the case of damage occasioned by delay in the carriage of cargo, the carrier shall not be liable if he proves that he and his servants and agents have taken all necessary measures to avoid the damage or that it was impossible for them to take such measures. ■</p>	<p><b>Article 19-Delay</b></p> <p>The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures. ■</p>

### 6.5. DEVIATION

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.5-Deviation</b></p> <p>(a) The carrier is not liable for loss, damage, or delay in delivery caused by a deviation to save or attempt to save life or property at sea, or by any other reasonable deviation.</p> <p>(b) Where under national law a deviation of itself constitutes a breach of the carrier's obligations, such breach only has effect consistently with the provisions of this instrument. ■</p>	<p><b>Article 4</b></p> <p>4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this convention or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom. ■</p>	<p><b>Article 5-Basis of liability</b></p> <p>6. The carrier is not liable, except in general average, where loss, damage or delay in delivery resulted from measures to save life or from reasonable measures to save property at sea. ■</p>	

### 6.6. DECK CARGO

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.6 Deck cargo</b></p> <p><b>6.6.1</b> Goods may be carried on or above deck only if</p> <p>(i) such carriage is required by applicable laws or administrative rules or regulations, or</p> <p>(ii) they are carried in or on containers on decks that are specially fitted to carry such containers, or</p> <p>(iii) in cases not covered by paragraphs (i) or (ii) of this article, the carriage on deck is in accordance with the contract of carriage, or complies with the customs, usages, and practices of the trade, or follows from other usages or practices in the trade in question.</p> <p><b>6.6.2</b> If the goods have been shipped in accordance with article 6.6.1(i) and (iii), the carrier is not liable for loss of or damage to these goods or delay in delivery caused by the special risks involved in their carriage on deck. If the goods are carried on or above deck pursuant to article 6.6.1 (ii), the carrier is liable for loss of or damage to such goods, or for delay in delivery, without regard to whether they are carried on or</p>	<p><b>Article 1</b></p> <p>c) "Goods" includes goods, wares, merchandises, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.</p>	<p><b>Article 9 - Deck cargo</b></p> <p>1. The carrier is entitled to carry the goods on deck only if such carriage is in accordance with an agreement with the shipper or with the usage of the particular trade or is required by statutory rules or regulations.</p> <p>2. If the carrier and the shipper have agreed that the goods shall or may be carried on deck, the carrier must insert in the bill of lading or other document evidencing the contract of carriage by sea a statement to that effect. In the absence of such statement the carrier has the burden of proving that an</p>	

*Comparative Tables*

**6.5. *DEVIATION***

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL

**6.6. *DECK CARGO***

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>above deck. If the goods are carried on deck in cases other than those permitted under article 6.6.1, the carrier is liable, irrespective of the provisions of article 6.1, for loss of or damage to the goods or delay in delivery that are exclusively the consequence of their carriage on deck.</p> <p>6.6.3 If the goods have been shipped in accordance with article 6.6.1(iii), the fact that particular goods are carried on deck must be included in the contract particulars. Failing this, the carrier has the burden of proving that carriage on deck complies with article 6.6.1(iii) and, if a negotiable transport document or a negotiable electronic record is issued, is not entitled to invoke that provision against a third party that has acquired such negotiable transport document or electronic record in good faith.</p> <p>6.6.4 If the carrier under this article 6.6 is liable for loss or damage to goods carried on deck or for delay in their delivery, its liability is limited to the extent provided for in articles 6.4 and 6.7; however, if the carrier and shipper expressly have agreed that the goods will be carried under deck, the carrier is not entitled to limit its liability for any loss of or damage to the goods that exclusively resulted from their carriage on deck. ■</p>		<p>agreement for carriage on deck has been entered into; however, the carrier is not entitled to invoke such an agreement against a third party, including a consignee, who has acquired the bill of lading in good faith.</p> <p>3. Where the goods have been carried on deck contrary to the provisions of paragraph 1 of this Article or where the carrier may not under paragraph 2 of this Article invoke an agreement for carriage on deck, the carrier, notwithstanding the provisions of paragraph 1 of article 5, is liable for loss of or damage to the goods, as well as for delay in delivery, resulting solely from the carriage on deck, and the extent of his liability is to be determined in accordance with the provisions of Article 6 or Article 8 of this Convention, as the case may be.</p> <p>4. Carriage of goods on deck contrary to express agreement for carriage under deck is deemed to be an act or omission of the carrier within the meaning of Article 8. ■</p>	

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL

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## 6.7. LIMITS OF LIABILITY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.7-Limits of liability</b></p> <p><b>6.7.1.</b> Subject to article 6.4.2 the carrier's liability for loss of or damage to or in connection with the goods is limited to [...] units of account per package or other shipping unit, or [...] units of account per kilogram of the gross weight of the goods lost or damaged, whichever is the higher, except where the nature and value of the goods has been declared by the shipper before shipment and included in the contract particulars, [or where a higher amount than the amount of limitation of liability set out in this article has been agreed upon between the carrier and the shipper.]</p> <p><b>6.7.2.</b> When goods are carried in or on a container, the packages or shipping units enumerated in the contract particulars as packed in or on such container are deemed packages or shipping units. If not so enumerated, the goods in or on such container are deemed one shipping unit.</p> <p><b>6.7.3.</b> The unit of account referred to in this article is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in this article are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Rights, of a Contracting State that is a member of the International Monetary Fund is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State that is not a member of the International Monetary Fund is to be calculated in a manner to be determined by that State.</p>	<p><b>Article 4</b></p> <p>5.a) Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding <u>666.67 units of account per package or unit or 2 units of account per kilogramme</u> of gross weight of the goods lost or damaged, whichever is the higher.</p> <p>b) The total amount recoverable shall be calculated by reference to the value of such goods at the place and time at which the goods are discharged from the ship in accordance with the contract or should have been so discharged.</p> <p>The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.</p> <p>c) Where a container,</p>	<p><b>Article 6-Limits of liability</b></p> <p>1.(a) The liability of the carrier for loss resulting from loss of or damage to goods according to the provisions of article 5 is limited to an amount equivalent to <u>835 units of account per package or other shipping unit or 2.5 units of account per kilogram</u> of gross weight of the goods lost or damaged, whichever is the higher.</p> <p>(b) The liability of the carrier for delay in delivery according to the provisions of article 5 is limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the contract of carriage of goods by sea.</p> <p>(c) In no case shall the aggregate liability of the carrier, under both subparagraphs (a) and (b) of this paragraph, exceed the limitation which would be established under subparagraph (a) of this paragraph for total loss of the goods with respect to which such liability was incurred.</p> <p>2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 (a) of this art-</p>	<p><b>Article 18-Limitation of liability</b></p> <p>1. When the multimodal transport operator is liable for loss resulting from loss of or damage to the goods according to article 16, his liability shall be limited to an amount not exceeding <u>920 units of account per package of other shipping unit or 2.75 units of account per kilogram</u> of gross weight of the goods lost or damaged, whichever is the higher.</p> <p>2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 of this article, the following rules apply:</p> <p>(a) Where a container, pallet or similar article of transport is used to consolidate goods, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, the goods in such article of transport are deemed one shipping unit.</p> <p>(b) In cases where the article of transport itself has been lost or damaged, that article of transport, if not</p>

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## 6.7. LIMITS OF LIABILITY

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 23</b></p> <p>3. Compensation shall not, however, exceed <u>8.33 units of account per kilogram</u> of gross weight short.</p> <p>4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damage shall be payable.</p> <p>5. In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.</p> <p>6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.</p> <p>7. The unit of account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amount mentioned in paragraph 3 of this article shall be converted into the national currency of the State of the Court seized of the case on</p>	<p><b>Article 30- Compensation for loss</b></p> <p>2. Compensation shall not exceed <u>8.33 units of account per kilogramme</u> of gross weight short.</p> <p>3. In case of loss of a railway vehicle running on its own wheels and consigned as goods, or of an intermodal transport unit, or of their removable parts, the compensation shall be limited, to the exclusion of all other damages, to the usual value of the vehicle or the intermodal transport unit, or their removable parts, on the day and at the place of loss. If it is impossible to ascertain the day or the place of the loss, the compensation shall be limited to the usual value on the day and at the place where the vehicle has been taken over by the carrier.</p> <p>4. The carrier must, in addition, refund the carriage charge, customs duties already paid and</p>	<p><b>Article 20-Maximum limits of liability</b></p> <p>1. Subject to article 21 and paragraph 4 of the present article, and regardless of the action brought against him, the carrier shall under no circumstances be liable for amounts exceeding <u>666.67 units of account per package or other loading unit, or 2 units of account per kilogram</u> of weight, specified in the transport document, of the goods lost or damaged, whichever is the higher. If the package or other loading unit is a container and if there is no mention in the transport document of any package or loading unit consolidated in the container, the amount of 666.67 units of account shall be replaced by the amount of 1,500 units of account for the container without the goods it contains and, in addition, the amount of 25,000 units of account for the goods which are in the container.</p> <p>2. Where a container, pallet or similar article of transport is used to consolidate goods, the package or shipping units enumerated in the transport document as packed in or on such article of transport are deemed</p>	<p><b>Article 22</b></p> <p>2.(b) In the carriage of cargo, the liability of the carrier is limited to a sum of <u>17 Special Drawing Rights per kilogramme</u>, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that the sum is greater than the consignor's actual interest in delivery at destination.</p> <p>5. The sums mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment.</p> <p>6. The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value</p>	<p><b>Article 22</b></p> <p>2.(b) In the carriage of cargo, the liability of the carrier is limited to a sum of <u>17 Special Drawing Rights per kilogramme</u>, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that the sum is greater than the consignor's actual interest in delivery at destination.</p> <p>5. The sums mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment.</p> <p>6. The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value</p>



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	<p>pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading as packed in such article of transport shall be deemed the number of packages or units for the purpose of this paragraph as far as these packages or units are concerned. Except as aforesaid such article of transport shall be considered the package or unit.</p> <p>d) The unit of account mentioned in this Article is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in subparagraph a) of this paragraph shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the Court seized of the case. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of the preceding</p>	<p>icle, the following rules apply:</p> <p>(a) Where a container, pallet or similar article of transport is used to consolidate goods, the package or other shipping units enumerated in the bill of lading, if issued, or otherwise in any other document evidencing the contract of carriage by sea, as packed in such article of transport are deemed packages or shipping units. Except as aforesaid the goods in such article of transport are deemed one shipping unit.</p> <p>(b) In cases where the article of transport itself has been lost or damaged, that article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.</p> <p>3. Unit of account means the unit of account mentioned in article 26.</p> <p>4. By agreement between the carrier and the shipper, limits of liability exceeding those provided for in paragraph 1 may be fixed.</p> <p><b>Article 26-Unit of account</b></p> <p>1. The unit of account referred to in Article 6 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 6 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State which is a member of the International</p>	<p>owned or otherwise supplied by the multimodal transport operator, is considered one separate shipping unit.</p> <p>3. Notwithstanding the provisions of paragraphs 1 and 2 of this article, if the international multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding 8.33 units of account per kilogram of gross weight of the goods lost or damaged.</p> <p>4. The liability of the multimodal transport operator for loss resulting from delay in delivery according to the provisions of article 16 shall be limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the multimodal transport contract.</p> <p>5. The aggregate liability of the multimodal transport operator, under paragraphs 1 and 4 or paragraphs 3 and 4 of this article, shall not exceed the limit of liability for total loss of the goods as determined by paragraph 1 or 3 of this article.</p> <p>6. By agreement between the multimodal transport operator and the consignor, limits of liability exceeding those provided for in paragraphs 1, 3 and 4 of this article may be fixed in the multimodal transport document.</p> <p>7. "Unit of account" means the unit of account mentioned in article 31.</p> <p><b>Article 31-Unit of account of monetary unit and conversion</b></p> <p>1. The unit of account referred to in article 18 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts referred</p>

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CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>the basis of the value of that currency on the date of the judgment or the date agreed upon by the Parties. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect on the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by the State.</p> <p>8. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 7 of this article may, at the time of ratification or accession to the Protocol to the</p>	<p>other sums paid in relation to the carriage of the goods lost except excise duties for goods carried under a procedure suspending those duties.</p> <p><b>Article 33- Compensation for exceeding the period transit</b></p> <p>1. If loss or damage results from the transit period being exceeded, the carrier must pay compensation not exceeding four times the carriage charge.</p> <p>2. In case of total loss of the goods, the compensation provided for in § 1 shall not be payable in addition to that provided for in article 30.</p> <p>3. In case of partial loss of the goods, the compensation provided for in § 1 shall not exceed four times the carriage charge in respect of that part of the consignment which has not been lost.</p> <p>4. In case of damage to the goods, not resulting from the transit period being exceeded, the compensation provided for in § 1 shall, where appropriate, be payable in addition to that provided for in article 32.</p> <p>5. In no case shall the total of compensation provided for in § 1 together with that provided for in articles 30 and 32 exceed the compensation which would be payable in case of total loss of the goods.</p>	<p>packages or shipping units. Except as aforesaid the goods in or on such article of transport are deemed one shipping unit. In cases where the article of transport itself has been lost or damaged, that article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.</p> <p>3. In the event of loss due to delay in delivery, the carrier shall be liable only for an amount not exceeding the value of the freight. However, the aggregate liability under paragraph 1 and the first sentence of the present paragraph shall not exceed the limitation, which would be established under paragraph 1 for total loss of the goods with respect to which such liability was incurred.</p> <p>4. The maximum limits of liability mentioned in paragraph 1 do not apply:</p> <p>(a) where the nature and higher value of the goods or articles of transport have been expressly specified in the transport document and the carrier has not refuted those specifications, or</p> <p>(b) where the parties have expressly agreed to higher maximum limits of liability.</p> <p>5. The aggregate of the amounts of compensation recoverable</p>	<p>in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment.</p> <p>6. The sums mentioned in terms of the Special Drawing Right in this Article shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgment. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund.</p>	<p>of such currencies in terms of the Special Drawing Right at the date of the judgment. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is a Member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgment, for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that High Contracting Party. Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 2 (b) of Article 22 may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of two hundred and fifty monetary units per kilogramme. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sum may be converted into the national currency concerned in round figures. The conversion of this sum into the national currency shall be made according to the law of the State concerned.</p>

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	<p>sentences may, at the time of ratification of the Protocol of 1979 or accession thereto or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:</p> <p>i) in respect of the amount of 666.67 units of account mentioned in sub-paragraph a) of paragraph 5 of this Article, 10,000 monetary units;</p> <p>ii) in respect of the amount of 2 units of account mentioned in sub-paragraph a) of paragraph 5 of this Article, 30 monetary units.</p> <p>The monetary unit referred to in the preceding sentence corresponds to 65.5 milligrammes of gold of millesimal fineness 900<sup>1</sup>. The conversion of the amounts specified in that sentence into the national currency shall be made according to the law of the State concerned. The calculation and the conversion mentioned in the preceding sentences shall be made in such a manner as to express in the national currency of that State as far as possible the same real value for the amounts in sub-paragraph a) of paragraph 5 of this Article as is expressed there in units of account.</p> <p>States shall communicate to the depositary the manner of calculation or the result of the conversion as the case may be, when depositing an instrument of ratification of the Protocol of 1979 or of accession thereto and whenever there is a change in either.</p> <p>f) The declaration men-</p>	<p>Monetary Fund is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of a national currency in terms of the Special Drawing Right of a Contracting State which is not a member of the International Monetary Fund is to be calculated in a manner determined by that State.</p> <p>2. Nevertheless, those States which are not members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of signature, or at the time of ratification, acceptance, approval or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in their territories shall be fixed as: 12,500 monetary units per package or other shipping unit or 37.5 monetary units per kilogram of gross weight of the goods.</p> <p>3. The monetary unit referred to in paragraph 2 of this Article corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the amounts referred to in paragraph 2 into the national currency is to be made according to the law of the State concerned.</p> <p>4. The calculation mentioned in the last sentence of paragraph 1 and the conversion mentioned in paragraph 3 of this Article is to be made in such a manner</p>	<p>to in article 18 shall be converted into the national currency of a State according to the value of such currency on the date of the judgement or award or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect on the date in question, for its operations and transactions. The value of a national currency in terms of the Special Drawing right of a Contracting State which is not a member of the International Monetary Fund shall be calculated in a manner determined by that State.</p> <p>2. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this article may, at the time of signature, ratification, acceptance, approval or accession, or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows: with regard to the limits provided for in paragraph 1 of article 18, to 13,750 monetary units per package or other shipping unit or 41.25 monetary units per kilogram of gross weight of the goods, and with regard to the limit provided for in paragraph 3 of article 18, to 124 monetary units.</p> <p>3. The monetary unit referred to in paragraph 2 of this article corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the amount referred to in paragraph 2 of this article into national currency shall be made</p>

## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>CMR or at any time thereafter, declare that the limit of liability provided for in paragraph 3 of this article to be applied in its territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 gram of gold of millesimal fineness nine hundred. The conversion shall be made according to the law of the State concerned.</p> <p>9. The calculation mentioned in the last sentence of paragraph 7 of this article and the conversion mentioned in paragraph 8 of this article shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amount in paragraph 3 of this article as is expressed there in units of account. States shall communicate to the Secretary-General of the United Nations the manner of calculation pursuant to paragraph 7 of this article or the result of the conversion in paragraph 8 of this article as the case may be, when depositing an instrument referred to in Article 3 of the Protocol to the CMR and whenever there is a change in either.</p> <p><b>Article 24</b></p> <p>The sender may, against payment of a surcharge to be agreed upon, declare in the consignment note a value for the goods exceeding the limit laid down in article 23, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit.</p> <p><b>Article 25</b></p> <p>1. In case of damage, the</p>	<p>6. If, in accordance with article 16 § 1, the transit period has been established by agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, the transit periods provided for in article 16 §§ 2 to 4 are exceeded, the person entitled may claim either the compensation provided for in the agreement mentioned above or that provided for in §§ 1 to 5.</p>	<p>from the carrier, the actual carrier and their servants and agents for the same loss shall not exceed overall the limits of liability provided for in this article.</p> <p><b>Article 28-Unit of account</b></p> <p>The unit of account referred to in article 20 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 20 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Rights, of a Contracting State which is a member of the International Monetary Fund is to be calculated in accordance with the method of evaluation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.</p>	<p>Fund, in effect at the date of the judgment, or its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a High Contracting Party which is not a Member of the International Monetary Fund, shall be calculated in a manner determined by that High Contracting Party. Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 2 (b) of Article 22 may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of two hundred and fifty monetary units per kilogramme. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sum may be converted into the national currency concerned in round figures. The conversion of this sum into the national currency shall be made according to the law of the State concerned.</p>	

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	<p>tioned in sub-paragraph (a) of this paragraph, if embodied in the bill of lading, shall be prima facie evidence, but shall not be binding or conclusive on the carrier.</p> <p>g) By agreement between the carrier, master or agent of the carrier and the shipper other maximum amounts than those mentioned in sub-paragraph (a) of this paragraph may be fixed, provided that no maximum amount so fixed shall be less than the appropriate maximum mentioned in that sub-paragraph.</p> <p>h) Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connection with, goods if the nature or value thereof has been knowingly mis-stated by the shipper in the bill of lading. ■</p>	<p>as to express in the national currency of the Contracting State as far as possible the same real value for the amounts in Article 6 as is expressed there in units of account. Contracting States must communicate to the depositary the manner of calculation pursuant to paragraph 1 of this Article, or the result of the conversion mentioned in paragraph 3 of this Article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval or accession, or when availing themselves of the option provided for in paragraph 2 of this Article and whenever there is a change in the manner of such calculation or in the result of such conversion. ■</p>	<p>according to the law of the State concerned.</p> <p>4. The calculation mentioned in the last sentence of paragraph 1 of this article and the conversion referred to in paragraph 3 of this article shall be made in such a manner as to express in the national currency of the Contracting State as far as possible the same real value for the amounts in article 18 as is expressed there in units of account.</p> <p>5. Contracting States shall communicate to the depositary the manner of calculation pursuant to the last sentence of paragraph 1 of this article, or the result of the conversion pursuant to paragraph 3 of this article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval or accession, or when availing themselves of the option provided for in paragraph 2 of this article and whenever there is a change in the manner of such calculation or in the result of such conversion. ■</p>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>carrier shall be liable for the amount by which the goods have diminished in value, calculated by reference to the value of the goods fixed in accordance with article 23, paragraphs 1, 2 and 4.</p> <p>2. The compensation may not, however, exceed:</p> <p>(a) If the whole consignment has been damaged, the amount payable in the case of total loss;</p> <p>(b) If part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.</p> <p><b>Article 26</b></p> <p>1. The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the consignment note.</p> <p>2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in articles 23, 24 and 25.</p> <p><b>Article 27</b></p> <p>1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.</p> <p>2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.</p> <p style="text-align: right;">■</p>				

**6.8. LOSS OF THE RIGHT TO LIMIT LIABILITY**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.8 Loss of the right to limit liability</b></p> <p>Neither the carrier nor any of the persons mentioned in article 6.3.2 is entitled to limit their liability as provided in articles [6.4.2,] 6.6.4, and 6.7 of this instrument, [or as provided in the contract of carriage,] if the claimant proves that [the delay in delivery of,] the loss of, or the damage to or in connection with the goods resulted from a personal act or omission of the person claiming a right to limit done with the intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.</p> <p>■</p>	<p><b>Article 4.5</b></p> <p>(e) Neither the carrier nor the ship shall be entitled to the benefit of the limitation of liability provided for in this paragraph if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.</p> <p>■</p>	<p><b>Article 8 - Loss of right to limit responsibility</b></p> <p>1. The carrier is not entitled to the benefit of the limitation of liability provided for in Article 6 if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the carrier done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.</p> <p>2. Notwithstanding the provisions of paragraph 2 of Article 7, a servant or agent of the carrier is not entitled to the benefit of the limitation of liability provided for in Article 6 if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant or agent, done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.</p> <p>■</p>	<p><b>Article 21 - Loss of the right to limit liability</b></p> <p>1. The multimodal transport operator is not entitled to the benefit of the limitation of liability provided for in this Convention if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the multimodal transport operator done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.</p> <p>2. Notwithstanding paragraph 2 of article 20, a servant or agent of the multimodal transport operator or other person of whose services he makes use for the performance of the multimodal transport contract is not entitled to the benefit of the limitation of liability provided for in this Convention if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant, agent or other person, done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.</p> <p>■</p>

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CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 29</b></p> <p>1. The carrier shall not be entitled to avail himself of the provisions of this chapter which exclude or limit his liability or which shift the burden of proof if the damage was caused by his wilful misconduct or by such default on his part as, in accordance with the law of the court or tribunal seised of the case, is considered as equivalent to wilful misconduct.</p> <p>2. The same provision shall apply if the wilful misconduct or default is committed by the agents or servants of the carrier or by any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment. Furthermore, in such a case such agents, servants or other persons shall not be entitled to avail themselves, with regard to their personal liability, of the provisions of this chapter referred to in paragraph 1. ■</p>	<p><b>Article 36-Loss of right to invoke the limits of liability</b></p> <p>The limits of liability provided for in Article 15 § 3, Article 19 §§ 6 and 7, Article 30 and Articles 32 to 35 shall not apply if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result. ■</p>	<p><b>Article 21-Loss of right to limit liability</b></p> <p>1. The carrier or the actual carrier is not entitled to the defences and limits of liability provided for in this Convention or in the contract of carriage if it is proved that he himself caused the damage by an act or omission, either with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.</p> <p>2. Similarly, the servants and agents acting on behalf of the carrier or the actual carrier are not entitled to the defences and limits of liability provided for in this Convention or in the contract of carriage, if it is proved that they caused the damage in the manner described in paragraph 1. ■</p>	<p><b>Article 25</b></p> <p>In the carriage of passengers and baggage, the limits of liability specified in Article 22 shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment. ■</p>	<p><b>Article 22-Limits of Liability in Relation to Delay, Baggage and Cargo</b></p> <p>5. The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment. ■</p>



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### 6.9. NOTICE OF LOSS, DAMAGE OR DELAY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p style="text-align: center;"><b>6.9 Notice of loss, damage or delay</b></p> <p><b>6.9.1</b> The carrier is presumed, in absence of proof to the contrary, to have delivered the goods according to their description in the contract particulars unless notice of loss of or damage to or in connection with the goods, indicating the general nature of such loss or damage, was given to the carrier or the performing party who delivered the goods before or at the time of the delivery, or, if the loss or damage is not apparent, within three working days after the delivery of the goods. Such a notice is not required in respect of loss or damage that is ascertained in a joint inspection of the goods by the consignee and the carrier or the performing party against whom liability is being asserted.</p> <p><b>6.9.2</b> No compensation is payable under article 6.4 unless notice of such loss was given to the person against whom liability is being asserted within 21 consecutive days following delivery of the goods.</p> <p><b>6.9.3</b> When the notice referred to in this chapter is given to the performing party that delivered the goods, it has the same effect as if that notice was given to the carrier, and notice given to the carrier has the same effect as notice given to the performing party that delivered the goods.</p> <p><b>6.9.4</b> In the case of any actual or apprehended loss or damage, the parties to the claim or dispute must give all reasonable facilities to each other for inspecting and tallying the goods. ■</p>	<p style="text-align: center;"><b>Article 3</b></p> <p>6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.</p> <p>The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection. ■</p>	<p style="text-align: center;"><b>Article 19-Notice of loss, damage or delay</b></p> <p>1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the carrier not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the carrier of the goods as described in the document of transport or, if no such document has been issued, in good condition.</p> <p>2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this Article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the consignee.</p> <p>3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.</p> <p>4. In the case of any actual or apprehended loss or damage the</p>	<p style="text-align: center;"><b>Article 24-Notice of loss, damage or delay</b></p> <p>1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the multimodal transport operator not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the multimodal transport operator of the goods as described in the multimodal transport document.</p> <p>2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this article apply correspondingly if notice in writing is not given within six consecutive days after the day when the goods were handed over to the consignee.</p> <p>3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties or their authorised representatives at the place of delivery, notice in writing need not be given of loss or damage ascertained during such survey or inspection.</p>

## Comparative Tables

## 6.9. NOTICE OF LOSS, DAMAGE OR DELAY

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 30</b></p> <p>1. If the consignee takes delivery of the goods without duly checking their condition with the carrier or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, the fact of this taking delivery shall be <i>prima facie</i>, evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.</p> <p>2. When the condition of the goods has been duly checked by the consignee and the carrier, evidence contradicting the result</p>	<p><b>Article 44-Persons who may bring an action against the carrier</b></p> <p>2. The right of the consignee to bring an action shall be extinguished from the time when the person designated by the consignee in accordance with Article 18 § 5 has taken possession of the consignment note, accepted the goods or asserted his rights pursuant to Article 17 § 3.</p>	<p><b>Article 23-Notice of damage</b></p> <p>1. The acceptance without reservation of the goods by the consignee is <i>prima facie</i> evidence of the delivery by the carrier of the goods in the same condition and quantity as when they were handed over to him for carriage.</p> <p>2. The carrier and the consignee may require an inspection of the condition and quantity of the goods on delivery in the presence of the two parties.</p> <p>3. Where the loss or damage to the goods is apparent, any reservation on the part of the consignee must be formulated in writing specifying the general nature of the damage, at latest at the time of delivery, unless the consignee and the carrier have jointly checked the condition of the goods.</p> <p>4. Where the loss or damage to the goods is not apparent, any reservation on the part of the consignee must be notified in writing specifying the general nature of the damage, at latest within 7 consecutive days from the time of delivery; in such case, the injured party shall show that the damage was caused while the goods were in the charge of the carrier.</p> <p>5. No compensation shall be payable for damage resulting from delay in delivery unless the consignee can prove that he gave notice of the delay to the carrier within 21 consecutive days following delivery of the goods and that this notice reached the carrier.</p>	<p><b>Article 26</b></p> <p>1. Receipt by the person entitled to delivery of luggage or goods without complaint is <i>prima facie</i> evidence that the same have been delivered in good condition and in accordance with the document of carriage.</p> <p>2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.</p> <p>3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.</p> <p>4. Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.</p>	<p><b>Article 31-Time-lily Notice of Complaints</b></p> <p>1. Receipt by the person entitled to delivery of checked baggage or cargo without complaint is <i>prima facie</i> evidence that the same has been delivered in good condition and in accordance with the document of carriage or with the record preserved by the other means referred to in paragraph 2 of Article 3 and paragraph 2 of Article 4.</p> <p>2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the bag-</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>carrier and the consignee must give all reasonable facilities to each other for inspecting and tallying the goods.</p> <p>5. No compensation shall be payable for loss resulting from delay in delivery unless a notice has been given in writing to the carrier within 60 consecutive days after the day when the goods were handed over to the consignee.</p> <p>6. If the goods have been delivered by an actual carrier, any notice given under this Article to him shall have the same effect as if it had been given to the carrier, and any notice given to the carrier shall have effect as if given to such actual carrier.</p> <p>7. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the carrier or actual carrier to the shipper not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods in accordance with paragraph 2 of Article 4, whichever is later, the failure to give such notice is prima facie evidence that the carrier or the actual carrier has sustained no loss or damage due to the fault or neglect of the shipper, his servants or agents.</p> <p>8. For the purpose of this Article, notice given to a person acting on the carrier's or the actual carriers' behalf, including the master or the officer in charge of the ship, or to a person acting on the shipper's behalf is deemed to have been given to the carrier, to the actual carrier or to the shipper, respectively.</p> <p style="text-align: right;">■</p>	<p>4. In the case of any actual or apprehended loss or damage the multimodal transport operator and the consignee shall give all reasonable facilities to each other for inspecting and tallying the goods.</p> <p>5. No compensation shall be payable for loss resulting from delay in delivery unless notice has been given in writing to the multimodal transport operator within 60 consecutive days after the day when the goods were delivered by handing over to the consignee or when the consignee has been notified that the goods have been delivered in accordance with paragraph 2 (b) (ii) or (iii) of article 14.</p> <p>6. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the multimodal transport operator to the consignor not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods in accordance with paragraph 2 (b) of article 14, whichever is later, the failure to give such notice is prima facie evidence that the multimodal transport operator has sustained no loss or damage due to the fault or neglect of the consignor, his servants or agents.</p> <p>7. If any of the notice periods provided for in paragraphs 2, 5 and 6 of this article terminates on a day which is not a working day at the place of delivery, such period shall be extended until the next working day.</p> <p>8. For the purpose of this article, notice given to a person acting on the multimodal transport operator's behalf, including any person of whose services he makes use at the place of delivery, or to a person acting on the consignor's behalf, shall be deemed to have been given to the multimodal transport operator, or to the consignor, respectively.</p> <p style="text-align: right;">■</p>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>of this checking shall only be admissible in the case of loss or damage which is not apparent and provided that the consignee has duly sent reservations in writing to the carrier within seven days, Sundays and public holidays excepted, from the date of checking.</p> <p>3. No compensation shall be payable for delay in delivery unless a reservation has been sent in writing to the carrier, within twenty-one days from the time that the goods were placed at the disposal of the consignee.</p> <p>4. In calculating the time-limits provided for in this article the date of delivery, or the date of checking, or the date when the goods were placed at the disposal of the consignee, as the case may be, shall not be included.</p> <p>5. The carrier and the consignee shall give each other every reasonable facility for making the requisite investigations and checks. ■</p>				<p>gage or cargo have been placed at his or her disposal.</p> <p>3. Every complaint must be made in writing and given or dispatched within the times aforesaid.</p> <p>4. If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part. ■</p>

**6.10. NON-CONTRACTUAL CLAIMS**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>6.10-Non-contractual claims</b></p> <p>The defences and limits of liability provided for in this instrument and the responsibilities imposed by this instrument apply in any action against the carrier or a performing party for loss of, for damage to, or in connection with the goods covered by a contract of carriage, whether the action is founded in contract, in tort, or otherwise. ■</p>	<p><b>Article 4 bis</b></p> <p>1. The defences and limits of liability provided for in this Convention shall apply in any action against the carrier in respect of loss or damage to goods covered by a contract of carriage whether the action be founded in contract or in tort.</p> <p>2. If such action is brought against a servant or agent of the carrier, (such servant or agent not being an independent contractor), such servant or agent, shall be entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under this Convention.</p> <p>3. The aggregate of the amount recoverable from the carrier, and such servants and agents, shall in no case exceed the limit provided for in this Convention.</p> <p>4. Nevertheless, a servant or agent of the carrier shall not be entitled to avail himself of the provisions of this Article if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result. ■</p>	<p><b>Article 7-Application to non-contractual claims</b></p> <p>1. The defences and limits of liability provided for in this Convention apply in any action against the carrier in respect of loss or damage to the goods covered by the contract of carriage by sea, as well as of delay in delivery whether the action is founded in contract, in tort or otherwise.</p> <p>2. If such action is brought against a servant or agent of the carrier, such servant or agent, if he proves that he acted within the scope of his employment, is entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under this Convention.</p> <p>3. Except as provided in Article 8, the aggregate of the amounts recoverable from the carrier and from any persons referred to in paragraph 2 of this Article shall not exceed the limits of liability provided for in this Convention. ■</p>	<p><b>Article 20-Non-contractual liability</b></p> <p>1. The defences and limits of liability provided for in this Convention shall apply in any action against the multimodal transport operator in respect of loss resulting from loss of or damage to the goods, as well as from delay in delivery, whether the action be founded in contract, in tort or otherwise. ■</p>

## Comparative Tables

## 6.10. NON-CONTRACTUAL CLAIMS

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 28</b></p> <p>1. In cases where, under the law applicable, loss, damage or delay arising out of carriage under this Convention gives rise to an extra-contractual claim, the carrier may avail himself of the provisions of this Convention which exclude his liability of which fix or limit the compensation due.</p> <p>2. In cases where the extra-contractual liability for loss, damage or delay of one of the persons for whom the carrier is responsible under the terms of article 3 is in issue, such person may also avail himself of the provisions of this Convention which exclude the liability of the carrier or which fix or limit the compensation due. ■</p>	<p><b>Article 41-Other actions</b></p> <p>1. In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.</p> <p>2. The same shall apply to any action brought against the servants or other persons for whom the carrier is liable pursuant to Article 40. ■</p>	<p><b>Article 22-Application of the defences and limits of liability</b></p> <p>The defences and limits of liability provided for in this Convention or in the contract of carriage apply in any action in respect of loss or damage to or delay in delivery of the goods covered by the contract of carriage, whether the action is founded in contract, in tort or otherwise. ■</p>	<p><b>Article 24</b></p> <p>1. In the carriage of passengers and baggage, any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention, without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. ■</p>	<p><b>Article 29-Basis of Claims</b></p> <p>In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Convention without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable. ■</p>

*LIVE ANIMALS*

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>17-Limits of contractual freedom</b></p> <p>17.2 Notwithstanding the provisions of chapters 5 and 6 of this instrument, both the carrier and any performing party may by the terms of the contract of carriage exclude or limit their liability for loss or damage to the goods if</p> <p>(a) the goods are live animals, or...</p> <p>(b) the character or condition of the goods or the circumstances and terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement, provided that ordinary commercial shipments made in the ordinary course of trade are not concerned and no negotiable transport document or negotiable electronic record is or is to be issued for the carriage of the goods.</p>	<p><b>Article 1</b></p> <p>c) "Goods" includes goods, wares, merchandises, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.</p>	<p><b>Article 5-Basis of liability</b></p> <p>5. With respect to live animals, the carrier is not liable for loss, damage or delay in delivery resulting from any special risks inherent in that kind of carriage. If the carrier proves that he has complied with any special instructions given to him by the shipper respecting the animals and that, in the circumstances of the case, the loss, damage or delay in delivery could be attributed to such risks, it is presumed that the loss, damage or delay in delivery was so caused, unless there is proof that all or a part of the loss, damage or delay in delivery resulted from fault or neglect on the part of the carrier, his servants or agents.</p>	

*Comparative Tables*

***LIVE ANIMALS***

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL



*UNCITRAL Draft Instrument on the Carriage of Goods by Sea***CHAPTER 7 – OBLIGATIONS OF THE SHIPPER**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 7-Obligations of the shipper</b></p> <p><b>7.1</b> Subject to the provisions of the contract of carriage, the shipper shall deliver the goods ready for carriage and in such condition that they will withstand the intended carriage, including their loading, handling, stowage, lashing and securing, and discharge, and that they will not cause injury or damage. In the event the goods are delivered in or on a container or trailer packed by the shipper, the shipper must stow, lash and secure the goods in or on the container or trailer in such a way that the goods will withstand the intended carriage, including loading, handling and discharge of the container or trailer, and that they will not cause injury or damage.</p> <p><b>7.2</b> The carrier shall provide to the shipper, on its request, such information as is within the carrier's knowledge, and instructions, that are reasonably necessary or of importance to the shipper in order to comply with its obligations under article 7.1.</p> <p><b>7.3</b> The shipper shall provide to the carrier the information, instructions, and documents that are reasonably necessary for:</p> <p>(a) the handling and carriage of the goods, including precautions to be taken by the carrier or a performing party;</p> <p>(b) compliance with rules, regulations, and other requirements of authorities in connection with the intended carriage, including filings, applications, and licences relating to the goods;</p> <p>(c) the compilation of the contract particulars and the issuance of the transport documents or electronic records, including the particulars referred to in article 8.2.1(b) and (c), the name of the party to be identified as the shipper in the contract particulars, and the name of the consignee or order, unless the shipper may reasonably assume that such information is already known to the carrier.</p> <p><b>7.4</b> The information, instructions, and</p>	<p><b>Article 3(5)</b></p> <p>The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.</p> <p><b>Article 4(3)</b></p> <p>The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.</p> <p><b>Article 4(6)</b></p> <p>Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the car-</p>	<p><b>Article 12-General rule</b></p> <p>The shipper is not liable for loss sustained by the carrier or the actual carrier, or for damage sustained by the ship, unless such loss or damage was caused by the fault or neglect of the shipper, his servants or agents. Nor is any servant or agent of the shipper liable for such loss or damage unless the loss or damage was caused by fault or neglect on his part.</p> <p><b>Article 13-Special rules on dangerous goods</b></p> <p>1. The shipper must mark or label in a suitable manner dangerous goods as dangerous.</p> <p>2. Where the shipper hands over dangerous goods to the carrier or an actual carrier, as the case may be, the shipper must inform him of the dangerous character of the goods and, if necessary, of the precautions to be taken. If the shipper fails to do so and such carrier or actual carrier does not otherwise have knowledge of their dangerous character:</p> <p>(a) The shipper is liable to the carrier and any actual carrier for the loss resulting from the shipment of such</p>	<p><b>Article 12-Guarantee by the consignor</b></p> <p>7. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken in charge by the multimodal transport operator, of particulars relating to the general nature of the goods, their marks, number, weight and quantity and, if applicable, to the dangerous character of the goods, as furnished by him for insertion in the multimodal transport document.</p> <p>2. The consignor shall indemnify the multimodal transport operator against loss resulting from inaccuracies in or inadequacies of the particulars referred to in paragraph 1 of this article. The consignor shall remain liable even if the multimodal transport document has been transferred by him. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.</p> <p><b>Article 22-General rule</b></p> <p>The consignor shall be liable for loss sustained by the multi-</p>

## Comparative Tables

## CHAPTER 7 – OBLIGATIONS OF THE SHIPPER

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 7</b></p> <p>1. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:</p> <p>(a) The particulars specified in article 6, paragraph 1, (b), (d), (e), (f), (g), (h) and (j);</p> <p>(b) The particulars specified in article 6, paragraph 2;</p> <p>(c) Any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.</p> <p>2. If, at the request of the sender, the carrier enters in the consignment note the particulars referred to in paragraph 1 of this article, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.</p> <p>3. If the consignment note does not contain the statement specified in article 6, paragraph 1 (k),</p>	<p><b>Article 8-Responsibility for particulars entered on the consignment note</b></p> <p>1. The consignor shall be responsible for all costs, loss or damage sustained by the carrier by reason of</p> <p>a) the entries made by the consignor in the consignment note being irregular, incorrect, incomplete or made elsewhere than in the allotted space, or</p> <p>b) the consignor omitting to make the entries prescribed by RID.</p> <p>2. If, at the request of the consignor, the carrier makes entries on the consignment note, he shall be deemed, unless the contrary is proved, to have done so on behalf of the consignor.</p> <p>3. If the consignment note does not contain the statement provided for in Article 7 § 1, letter p), the carrier shall be liable for all costs, loss or damage sustained through such omission by the person entitled.</p> <p><b>Article 9-Dangerous goods</b></p> <p>If the consignor has failed to make the entries prescribed by RID, the carrier may at any time unload or destroy the goods or render them innocuous, as the circumstances may require, without payment</p>	<p><b>Article 6-Obligations of the shipper</b></p> <p>1. The shipper shall be required to pay the amounts due under the contract of carriage.</p> <p>2. The shipper shall furnish the carrier in writing, before the goods are handed over, with the following particulars concerning the goods to be carried:</p> <p>(a) Dimensions, number or weight and stowage factor of the goods;</p> <p>(b) Marks necessary for identification of the goods;</p> <p>(c) Nature, characteristics and properties of the goods;</p> <p>(d) Instructions concerning the Customs or administrative regulations applying to the goods; and</p> <p>(e) Other necessary particulars to be entered in the transport document.</p> <p>The shipper shall also hand over to the carrier, when the goods are handed over, all the required accompanying documents.</p> <p>3. If the nature of the goods so requires, the shipper shall, bearing in mind the agreed transport operation, pack the goods in such a way as to prevent their loss or damage between the time they are taken over by the carrier and their delivery and so as to ensure that they do not cause damage to the vessel or to other goods. According to what has been agreed with a view to carriage, the shipper shall also make provision for appropriate marking in conformity with the applicable international or national regulations or, in the absence of such regulations, in accordance with rules and practices generally recognized in inland navigation.</p> <p>4. Subject to the obligations to be borne by the carrier, the shipper</p>	<p><b>Article 10</b></p> <p>1. The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf in the air waybill or furnished by him or on his behalf to the carrier for insertion in the receipt for the cargo or for insertion in the record preserved by the other means referred to in paragraph 2 of article 5.</p> <p>2. The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on his behalf.</p> <p>3. Subject to the provisions of paragraphs 1 and 2 of this article, the carrier shall indemnify the consignor against all damage suf-</p>	<p><b>Article 10- Responsibility for Particulars of Documentation</b></p> <p>1. The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in paragraph 2 of article 4. The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.</p> <p>2. The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.</p> <p>3. Subject to the</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>documents that the shipper and the carrier provide to each other under articles 7.2 and 7.3 must be given in a timely manner, and be accurate and complete.</p> <p><b>7.5</b> The shipper and the carrier are liable to each other, the consignee, and the controlling party for any loss or damage caused by either party's failure to comply with its respective obligations under articles 7.2, 7.3, and 7.4.</p> <p><b>7.6</b> The shipper is liable to the carrier for any loss, damage, or injury caused by the goods and for a breach of its obligations under article 7.1, unless the shipper proves that such loss or damage was caused by events or through circumstances that a diligent shipper could not avoid or the consequences of which a diligent shipper was unable to prevent.</p> <p><b>7.7</b> If a person identified as "shipper" in the contract particulars, although not the shipper as defined in article 1.19, accepts the transport document or electronic record, then such person is (a) subject to the responsibilities and liabilities imposed on the shipper under this chapter and under article 11.5, and (b) entitled to the shipper's rights and immunities provided by this chapter and by chapter 13.</p> <p><b>7.8</b> The shipper is responsible for the acts and omissions of any person to which it has delegated the performance of any of its responsibilities under this chapter, including its sub-contractors, employees, agents, and any other persons who act, either directly or indirectly, at its request, or under its supervision or control, as if such acts or omissions were its own. Responsibility is imposed on the shipper under this provision only when the act or omission of the person concerned is within the scope of that person's contract, employment, or agency.</p>	<p>rier without compensation and the shipper of such goods shall be liable for all damage and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average if any.</p>	<p>goods, and</p> <p>(b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.</p> <p>3. The provisions of paragraph 2 of this article may not be invoked by any person if during the carriage he has taken the goods in his charge with knowledge of their dangerous character.</p> <p>4. If, in cases where the provisions of paragraph 2, subparagraph (b), of this article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the carrier is liable in accordance with the provisions of article 5.</p> <p><b>Article 17-Guarantees by the shipper</b></p> <p>1. The shipper is deemed to have guaranteed to the carrier the accuracy of particulars relating to the general nature of the goods, their marks, number, weight and quantity as furnished by him for insertion in the bill of lading. The shipper must indemnify the carrier against</p>	<p>modal transport operator if such loss is caused by the fault or neglect of the consignor, or his servants or agents when such servants or agents are acting within the scope of their employment. Any servant or agent of the consignor shall be liable for such loss if the loss is caused by fault or neglect on his part.</p> <p><b>Article 23-Special rules on dangerous goods</b></p> <p>1. The consignor shall mark or label in a suitable manner dangerous goods as dangerous.</p> <p>2. Where the consignor hands over dangerous goods to the multimodal transport operator or any person acting on his behalf, the consignor shall inform him of the dangerous character of the goods and, if necessary, the precautions to be taken. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of their dangerous character:</p> <p>(a) The consignor shall be liable to the multimodal transport operator for all loss resulting from the shipment of such goods; and</p> <p>(b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.</p>

## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.</p> <p><b>Article 10</b></p> <p>The sender shall be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p> <p><b>Article 11</b></p> <p>1. For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the sender shall attach the necessary documents to the consignment note or place them at the disposal of the carrier and shall furnish him with all the information which he requires.</p> <p>2. The carrier shall not be under any duty to enquire into either the accuracy or</p>	<p>of compensation, save when he was aware of their dangerous nature on taking them over.</p> <p><b>Article 13-Loading and unloading of the goods</b></p> <p>1. The consignor and the carrier shall agree who is responsible for the loading and unloading of the goods. In the absence of such an agreement, for packages the loading and unloading shall be the responsibility of the carrier whereas for full wagon loads loading shall be the responsibility of the consignor and unloading, after delivery, the responsibility of the consignee.</p> <p>2. The consignor shall be liable for all the consequences of defective loading carried out by him and must in particular compensate the carrier for the loss or damage sustained in consequence by him. The burden of proof of defective loading shall lie on the carrier.</p> <p><b>Article 14-Packing</b></p> <p>The consignor shall be liable to the carrier for any loss or damage and costs due to the absence of, or defects in, the packing of goods, unless the defectiveness was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p>	<p>shall load and stow the goods and secure them in accordance with inland navigation practice unless the contract of carriage specifies otherwise.</p> <p><b>Article 7-Dangerous and polluting goods</b></p> <p>1. If dangerous or polluting goods are to be carried, the shipper shall, before handing over the goods, and in addition to the particulars referred to in article 6, paragraph 2, inform the carrier clearly and in writing of the danger and the risks of pollution, inherent in the goods and of the precautions to be taken.</p> <p>2. Where the carriage of the dangerous or polluting goods requires an authorization, the shipper shall hand over the necessary documents at latest when handing over the goods.</p> <p>3. Where the continuation of the carriage, the discharge or the delivery of the dangerous or polluting goods is rendered impossible owing to the absence of an administrative authorization, the shipper shall bear the costs incurred by the carrier for the return of the goods to the port of loading or a nearer place, where the goods may be discharged and delivered or disposed of.</p> <p>4. In the event of immediate danger to life, property or the environment, the carrier shall be entitled to unload the goods, to render them innocuous or, provided that such a measure is not disproportionate to the danger they represent, to destroy them, even if, before they were taken over, he was informed or was apprised by other means of the nature of the danger or the risks of pollution inherent in the goods.</p> <p>5. Where the carrier is entitled to take the measures referred to in paragraphs 3 or 4 above, he may claim compensation for damages.</p>	<p>ferred by him, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph 2 of article 5.</p> <p><b>Article 16</b></p> <p>1. The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, octroi or police before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, his servants or agents.</p> <p>2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.</p>	<p>provisions of paragraphs 1 and 2 of this article, the carrier shall indemnify the consignor against all damage suffered by it, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in paragraph 2 of article 4.</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>the loss resulting from inaccuracies in such particulars. The shipper remains liable even if the bill of lading has been transferred by him. The right of the carrier to such indemnity in no way limits his liability under the contract of carriage by sea to any person other than the shipper.</p> <p>2. Any letter of guarantee or agreement by which the shipper undertakes to indemnify the carrier against loss resulting from the issuance of the bill of lading by the carrier, or by a person acting on his behalf, without entering a reservation relating to particulars furnished by the shipper for insertion in the bill of lading, or to the apparent condition of the goods, is void and of no effect as against any third party, including a consignee, to whom the bill of lading has been transferred.</p> <p>3. Such letter of guarantee or agreement is valid as against the shipper unless the carrier or the person acting on his behalf, by omitting the reservation referred to in paragraph 2 of this article, intends to defraud a third party, including a consignee, who acts in reliance on the description of the goods in the bill of lading. In the latter case, if the reservation omitted relates to particulars furnished by the shipper for insertion in the bill of lading, the carrier has no right of indemnity from the shipper pursuant to paragraph 1 of this article.</p> <p>4. In the case of intended fraud referred to in paragraph 3 of this article the carrier is liable, without the benefit of the limitation of liability provided for in this Convention, for the loss incurred by a third party, including a consignee, because he has acted in reliance on the description of the goods in the bill of lading. ■</p>	<p>3. The provisions of paragraph 2 of this article may not be invoked by any person if during the multimodal transport he has taken the goods in his charge with knowledge of their dangerous character.</p> <p>4. If, in cases where the provisions of paragraph 2 (b) of this article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the multimodal transport operator is liable in accordance with the provisions of article 16. ■</p>

## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>the adequacy of such documents and information. The sender shall be liable to the carrier for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the carrier.</p> <p><b>Article 22</b></p> <p>1. When the sender hands goods of a dangerous nature to the carrier, he shall inform the carrier of the exact nature of the danger and indicate if necessary, precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the sender or the consignee.</p> <p>2. Goods of a dangerous nature which, in the circumstance referred to in paragraph 1 of this article, the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation; further, the sender shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.</p> <p>■</p>		<p><b>Article 8-Liability of the shipper</b></p> <p>1. The shipper shall, even if no fault can be attributed to him, be liable for all the damages and costs incurred by the carrier or the actual carrier by reason of the fact that:</p> <p>(a) The particulars or information referred to in articles 6, paragraph 2, or 7, paragraph 1, are missing, inaccurate or inadequate;</p> <p>(b) The dangerous or polluting goods are not marked or labelled in accordance with the applicable international or national regulations or, if no such regulations exist, in accordance with rules and practices generally recognized in inland navigation;</p> <p>(c) The necessary accompanying documents are missing, inaccurate or inadequate.</p> <p>The carrier may not avail himself of the liability of the shipper if it is proven that the fault is attributable to the carrier himself, his servants or agents. The same applies to the actual carrier.</p> <p>2. The shipper shall be responsible for the acts and omissions of persons of whose services he makes use to perform the tasks and meet the obligations referred to in articles 6 and 7, when such persons are acting within the scope of their employment, as if such acts or omissions were his own.</p> <p><b>Article 9-Termination of the contract of carriage by the carrier</b></p> <p>1. The carrier may terminate the contract of carriage if the shipper has failed to perform the obligations set out in article 6, paragraph 2, or article 7, paragraphs 1 and 2.</p> <p>2. If the carrier makes use of his right of termination, he may unload the goods at the shipper's expense and claim optionally the payment of any of the following amounts:</p> <p>(a) one third of the agreed freight; or</p> <p>(b) in addition to any demurrage charge, a compensation equal to the amount of costs incurred and the loss caused, as well as, should the voyage have already begun, a proportional freight for the part of the voyage already performed.</p> <p>■</p>		

CHAPTER 8 – TRANSPORT DOCUMENTS AND ELECTRONIC RECORDS

8.1. ISSUANCE OF THE TRANSPORT DOCUMENT OR THE ELECTRONIC RECORD

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>8. Transport documents and electronic records</b></p> <p><b>8.1 Issuance of the transport document or the electronic record</b></p> <p>Upon delivery of the goods to a carrier or performing party</p> <p>(i) the consignor is entitled to obtain a transport document or, if the carrier so agrees, an electronic record evidencing the carrier's or performing party's receipt of the goods;</p> <p>(ii) the shipper or, if the shipper so indicates to the carrier, the person referred to in article 7.7, is entitled to obtain from the carrier an appropriate negotiable transport document, unless the shipper and the carrier, expressly or impliedly, have agreed not to use a negotiable transport document, or it is the custom, usage, or practice in the trade not to use one. If pursuant to article 2.1 the carrier and the shipper have agreed to the use of an electronic record, the shipper is entitled to obtain from the carrier a negotiable electronic record unless they have agreed not to use a negotiable electronic record or it is the custom, usage or practice in the trade not to use one.</p> <p><b>8.2 Contract Particulars</b></p> <p>.....</p> <p><b>8.2.3 Signature</b></p> <p>(a) A transport document shall be signed by or for the carrier or a person having authority from the carrier.</p> <p>(b) An electronic record shall be authenticated by the electronic signature of the carrier or a person having authority from the carrier. For the purpose of this provision such electronic signature means data in electronic form included in, or otherwise logically associated with, the electronic record and that is used to identify the signatory in relation to the electronic record and to indicate the carrier's authorization of the electronic record.</p> <p>■</p>	<p><b>Article 3</b></p> <p>3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things:.....</p> <p>7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article 3, shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.</p> <p>■</p>	<p><b>Article 14-Issue of bill of lading</b></p> <p>1. When the carrier or the actual carrier takes the goods in his charge, the carrier must, on demand of the shipper, issue to the shipper a bill of lading.</p> <p>2. The bill of lading may be signed by a person having authority from the carrier. A bill of lading signed by the master of the ship carrying the goods is deemed to have been signed on behalf of the carrier.</p> <p>3. The signature on the bill of lading may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if no inconsistent with the law of the country where the bill of lading is issued.</p> <p><b>Article 15-Contents of bill of lading</b></p> <p>.....</p> <p>2. After the goods have been loaded on board, if the shipper so demands, the carrier must issue to the shipper a "shipped" bill of lading which, in addition to the particulars required under paragraph 1 of this Article, must state that the goods are on board a named ship or ships, and the date or dates</p>	<p><b>Article 5-Issue of multimodal transport document</b></p> <p>7. When the goods are taken in charge by the multimodal transport operator, he shall issue a multimodal transport document which, at the option of the consignor, shall be in either negotiable or non-negotiable form.</p> <p>2. The multimodal transport document shall be signed by the multimodal transport operator or by a person having authority from him.</p> <p>3. The signature on the multimodal transport document may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if no inconsistent with the law of the country where the multimodal transport document is issued.</p> <p>4. If the consignor so agrees, a non-negotiable multimodal transport document may be issued by making use of any mechanical or other means preserving a record of the particulars stated in article 8 to be contained in the multimodal transport document. In such a case the multimodal</p>

## Comparative Tables

## CHAPTER 8 – TRANSPORT DOCUMENTS AND ELECTRONIC RECORDS

## 8.1. ISSUANCE OF THE TRANSPORT DOCUMENT OR THE ELECTRONIC RECORD

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 4</b></p> <p>The contract of carriage shall be confirmed by the making out of a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject the provisions of this Convention.</p> <p><b>Article 5</b></p> <p>1. The consignment note shall be made out in three original copies signed by the sender and by the carrier. These signatures may be printed or replaced by the stamps of the sender and the carrier if the law of the country in which the consignment note has been made out so permits. The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier.</p> <p>2. When the goods which are</p>	<p><b>Article 6-Contract of carriage</b></p> <p>2. The contract of carriage must be confirmed by a consignment note which accords with a uniform model. However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.</p> <p>3. The consignment note shall be signed by the consignor and the carrier. The signature can be replaced by a stamp, by an accounting machine entry or in any other appropriate manner.</p> <p>4. The carrier must certify the taking over of the goods on the duplicate of the consignment note in an appropriate manner and return the duplicate to the consignor.</p> <p>5. The consignment note shall not have effect as a bill of lading.</p> <p>6. A consignment note must be made out for each consignment. In the absence of a contrary agreement between the consignor and the carrier, a consignment note may not relate to more than one wagon load.</p> <p>7. In the case of carriage which enters the customs territory of</p>	<p><b>Article 11-Nature and content</b></p> <p>1. For each carriage governed by this Convention the carrier shall issue a transport document; he shall issue a bill of lading only if the shipper so requests and if it has been so agreed before the goods were loaded or before they were taken over for carriage. The lack of a transport document or the fact that it is incomplete shall not affect the validity of the contract of carriage.</p> <p>2. The original of the transport document must be signed by the carrier, the master of the vessel or a person authorized by the carrier. The carrier may require the shipper to countersign the original or a copy. The signature may be in handwriting, printed in facsimile, perforated, stamped, in symbols or made by any other mechanical or electronic means, if this is not prohibited by the law of the State where the transport document was issued.</p>	<p><b>Article 5</b></p> <p>1. In respect of the carriage of cargo an air waybill shall be delivered.</p> <p>2. Any other means which would preserve a record of the carriage to be performed may, with the consent of the consignor, be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a receipt for the cargo permitting identification of the consignment and access to the information contained in the record preserved by such other means.</p> <p>3. The impossibility of using, at points of transit and destination, the other means which would preserve the record of the carriage referred to in paragraph 2 of this Article does not entitle the carrier to refuse to accept the cargo for carriage.</p> <p><b>Article 6</b></p> <p>1. The air waybill shall be made out by the consignor in three original parts.</p> <p>2. The first part shall be marked "for the carrier"; it shall be signed by the consignor. The second part shall be marked "for</p>	<p><b>Article 4-Cargo</b></p> <p>1. In respect of the carriage of cargo, an air waybill shall be delivered.</p> <p>2. Any other means which preserves a record of the carriage to be performed may be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.</p>



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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>of loading. If the carrier has previously issued to the shipper a bill of lading or other document of title with respect to any of such goods, on request of the carrier, the shipper must surrender such document in exchange for a "shipped" bill of lading. The carrier may amend any previously issued document in order to meet the shipper's demand for a "shipped" bill of lading if, as amended, such document includes all the information required to be contained in a "shipped" bill of lading.</p> <p>3. The absence in the bill of lading of one or more particulars referred to in this Article does not affect the legal character of the document as a bill of lading provided that it nevertheless meets the requirements set out in paragraph 7 of Article 1.</p> <p><b>Article 18-Documents other than bills of lading</b></p> <p>Where a carrier issues a document other than a bill of lading to evidence the receipt of the goods to be carried, such a document is prima facie evidence of the conclusion of the contract of carriage by sea and the taking over by the carrier of the goods as therein described. ■</p>	<p>transport operator, after having taken the goods in charge, shall deliver to the consignee or a readable document containing all the particulars so recorded, and such document shall for the purposes of the provisions of this Convention be deemed to be a multimodal transport document. ■</p>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>to be carried have to be loaded in different vehicles, or are of different kinds or are divided into different lots, the sender or the carrier shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods. ■</p>	<p>the European Community or the territory on which the common transit procedure is applied, each consignment must be accompanied by a consignment note satisfying the requirements of Article 7.</p> <p>8. The international associations of carriers shall establish uniform model consignment notes in agreement with the customers' international associations and the bodies having competence for customs matters in the Member States as well as any intergovernmental regional economic integration organisation having competence to adopt its own customs legislation.</p> <p>9. The consignment note and its duplicate may be established in the form of electronic data registration which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the consignment note represented by those data. ■</p>		<p>the consignee"; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier and handed by him to the consignor after the cargo has been accepted.</p> <p>3. The signature of the carrier and that of the consignor may be printed or stamped.</p> <p>4. If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.</p> <p><b>Article 7</b></p> <p>When there is more than one package:</p> <p>(a) the carrier of cargo has the right to require the consignor to make out separate air waybills;</p> <p>(b) the consignor has the right to require the carrier to deliver separate receipts when the other means referred to in paragraph 2 of Article 5 are used. ■</p>	

## 8.2. CONTRACT PARTICULARS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>8.2-Contract Particulars</b></p> <p><b>8.2.1</b> The contract particulars in the document or electronic record referred to in article 8.1 must include:</p> <p>(a) a description of the goods;</p> <p>(b) the leading marks necessary for identification of the goods as furnished by the shipper before the carrier or a performing party receives the goods;</p> <p>(c)(i) the number of packages, the number of pieces, or the quantity, and (ii) the weight as furnished by the shipper before the carrier or a performing party receives the goods;</p> <p>(d) a statement of the apparent order and condition of the goods at the time the carrier or a performing party receives them for shipment;</p> <p>(e) the name and address of the carrier; and</p> <p>(f) the date:</p> <p>(i) on which the carrier or a performing party received the goods, or</p> <p>(ii) on which the goods were loaded on board the vessel, or</p> <p>(iii) on which the transport document or electronic record was issued.</p> <p><b>8.2.2</b> The phrase "apparent order and condition of the goods" in article 8.2.1 refers to the order and condition of the goods based on</p> <p>(a) a reasonable external inspection of the goods as packaged at the time the shipper delivers them to the carrier or a performing party and</p> <p>(b) any additional inspection that the carrier or a performing party actually performs before issuing the transport document or the electronic record.</p> <p>.....</p> <p><b>8.2.4-Omission of required contents from the contract particulars.</b></p> <p>The absence of one or more of the contract particulars referred to in article 8.2.1, or the inaccuracy of one or more of those particulars, does not of itself affect the legal character or validity of the transport document or of the electronic record. ■</p>	<p><b>Article 3</b></p> <p>3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things:</p> <p>a) the leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.</p> <p>b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.</p> <p>c) The apparent order and conditions of the goods. Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking. ■</p>	<p><b>Article 15-Contents of bill of lading</b></p> <p>1. The bill of lading must include, inter alia, the following particulars:</p> <p>(a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the shipper;</p> <p>(b) the apparent condition of the goods;</p> <p>(c) the name and principal place of business of the carrier;</p> <p>(d) the name of the shipper;</p> <p>(e) the consignee if named by the shipper;</p> <p>(f) the port of loading under the contract of carriage by sea and the date on which the goods were taken over by the carrier at the port of loading;</p> <p>(g) the port of discharge under the contract of carriage</p>	<p><b>Article 8-Contents of the multimodal transport document</b></p> <p>1. The multimodal transport document shall contain the following particulars:</p> <p>(a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the gross weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the consignor;</p> <p>(b) The apparent condition of the goods;</p> <p>(c) The name and principal place of business of the multimodal transport operator;</p> <p>(d) The name of the consignor;</p> <p>(e) The consignee, if named by the consignor;</p> <p>(f) The place and date of taking in charge of the goods by the multimodal transport operator;</p> <p>(g) The place of delivery of the goods;</p> <p>(h) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties;</p> <p>(i) A statement indicating whether the multi-</p>

## Comparative Tables

## 8.2. CONTRACT PARTICULARS

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 6</b></p> <p>1. The consignment note shall contain the following particulars:</p> <p>(a) The date of the consignment note and the place at which it is made out;</p> <p>(b) The name and address of the sender;</p> <p>(c) The name and address of the carrier;</p> <p>(d) The place and the date of taking over of the goods and the place designated for delivery;</p> <p>(e) The name and address of the consignee;</p> <p>(f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;</p> <p>(g) The number of packages and their special marks and numbers;</p> <p>(h) The gross weight of the goods or their quantity otherwise expressed;</p> <p>(i) Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);</p> <p>(j) The requisite instructions for Customs and other formalities;</p>	<p><b>Article 7-Wording of the consignment note</b></p> <p>7. The consignment note must contain the following particulars:</p> <p>a) the place at which and the day on which it is made out;</p> <p>b) the name and address of the consignor;</p> <p>c) the name and address of the carrier who has concluded the contract of carriage;</p> <p>d) the name and address of the person to whom the goods have effectively been handed over if he is not the carrier referred to in letter c);</p> <p>e) the place and the day of taking over of the goods;</p> <p>f) the place of delivery;</p> <p>g) the name and address of the consignee;</p> <p>h) the description of the nature of the goods and the method of packing, and, in case of dangerous goods, the description provided for in the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID);</p> <p>i) the number of packages and the special marks and numbers necessary for the identification of consignments in less than full wagon loads;</p> <p>j) the number of the wagon in the case of carriage of full wagon loads;</p> <p>k) the number of the railway vehicle running on its own wheels, if it is handed over for carriage as goods;</p> <p>l) in addition, in the case of intermodal transport units,</p>	<p><b>Article 11-Nature and content</b></p> <p>5. The transport document, in addition to its denomination, contains the following particulars:</p> <p>(a) The name, address, head office or place of residence of the carrier and of the shipper;</p> <p>(b) The consignee of the goods;</p> <p>(c) The name or number of the vessel, where the goods have been taken on board, or particulars in the transport document stating that the goods have been taken over by the carrier but not yet loaded on the vessel;</p> <p>(d) The port of loading or the place where the goods were taken over and the port of discharge or the place of delivery;</p> <p>(e) The usual name of the type of goods and their method of packing and, for dangerous or polluting goods, their name according to the requirements in force or,</p>	<p><b>Article 8</b></p> <p>The air waybill and the receipt for the cargo shall contain:</p> <p>(a) an indication of the places of departure and destination;</p> <p>(b) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and</p> <p>(c) an indication of the weight of the consignment.</p> <p><b>Article 9</b></p> <p>Non-compliance with the provisions of articles 5 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability.</p>	<p><b>Article 5-Contents of Air Waybill or Cargo Receipt</b></p> <p>The air waybill or the cargo receipt shall include:</p> <p>(a) an indication of the places of departure and destination;</p> <p>(b) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and</p> <p>(c) an indication of the weight of the consignment. ■</p>
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*UNCITRAL Draft Instrument on the Carriage of Goods by Sea*

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>by sea;</p> <p>(h) the number of originals of the bill of lading, if more than one;</p> <p>(i) the place of issuance of the bill of lading;</p> <p>(j) the signature of the carrier or a person acting on his behalf;</p> <p>(k) the freight to the extent payable by the consignee or other indication that freight is payable by him;</p> <p>(l) the statement referred to in paragraph 3 of article 23;</p> <p>(m) the statement, if applicable, that the goods shall or may be carried on deck;</p> <p>(n) the date or the period of delivery of the goods at the port of discharge if expressly agreed upon between the parties; and</p> <p>(o) any increased limit or limits of liability where agreed in accordance with paragraph 4 of article 6. ■</p>	<p>modal transport document is negotiable or non-negotiable;</p> <p>(j) The place and date of issue of the multimodal transport document;</p> <p>(k) The signature of the multimodal transport operator or of a person having authority from him;</p> <p>(l) The freight for each mode of transport, if expressly agreed between the parties, or the freight, including its currency, to the extent payable by the consignee or other indication that freight is payable by him;</p> <p>(m) The intended journey route, modes of transport and places of transshipment, if known at the time of issuance of the multimodal transport document;</p> <p>(n) The statement referred to in paragraph 3 of article 28;</p> <p>(o) Any other particulars which the parties may agree to insert in the multimodal transport document, if not inconsistent with the law of the country where the multimodal transport document is issued.</p> <p>2. The absence from the multimodal transport document of one or more of the particulars referred to in paragraph 1 of this article shall not affect the legal character of the document as a multimodal transport document provided that it nevertheless meets the requirements set out in paragraph 4 of article 1. ■</p>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>(k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.</p> <p>2. Where applicable, the consignment note shall also contain the following particulars:</p> <p>(a) A statement that trans-shipment is not allowed;</p> <p>(b) The charges which the sender undertakes to pay;</p> <p>(c) The amount of "cash on delivery" charges;</p> <p>(d) A declaration of the value of the goods and the amount representing special interest in delivery;</p> <p>(e) The sender's instructions to the carrier regarding insurance of the goods;</p> <p>(f) The agreed time limit within which the carriage is to be carried out;</p> <p>(g) A list of the documents handed to the carrier.</p> <p>3. The parties may enter in the consignment note any other particulars which they may deem useful.</p>	<p>the category, the number or other characteristics necessary for their identification;</p> <p>m) the gross mass or the quantity of the goods expressed in other ways;</p> <p>n) a detailed list of the documents which are required by customs or other administrative authorities and are attached to the consignment note or held at the disposal of the carrier at the offices of a duly designated authority or a body designated in the contract;</p> <p>o) the costs relating to carriage (the carriage charge, incidental costs, customs duties and other costs incurred from the conclusion of the contract until delivery) in so far as they must be paid by the consignee or any other statement that the costs are payable by the consignee;</p> <p>p) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules.</p> <p>2. Where applicable the consignment note must also contain the following particulars:</p> <p>a) in the case of carriage by successive carriers, the carrier who must deliver the goods when he has consented to this entry in the consignment note;</p> <p>b) the costs which the consignor undertakes to pay;</p> <p>c) the amount of the cash on delivery charge;</p> <p>d) the declaration of the value of the goods and the amount representing the special interest in delivery;</p> <p>e) the agreed transit period;</p> <p>f) the agreed route;</p> <p>g) a list of the documents not mentioned in § 1, letter n) handed over to the carrier;</p> <p>h) the entries made by the consignor concerning the number and description of seals he has affixed to the wagon.</p> <p>3. The parties to the contract may enter on the consignment note any other particulars they consider useful.</p>	<p>otherwise, their general name;</p> <p>(f) The dimensions, number or weight as well as the identification marks of the goods taken on board or taken over for the purpose of carriage;</p> <p>(g) The statement, if applicable, that the goods shall or may be carried on deck or on board open vessels;</p> <p>(h) The agreed provisions concerning freight;</p> <p>(i) For consignment notes, the specification as to whether it is an original or a copy; for bills of lading, the number of originals;</p> <p>(j) The place and date of issue.</p> <p>The legal character of a transport document in the sense of article 1, paragraph 6, of this Convention is not affected by the absence of one or more particulars referred to in this paragraph.</p>		

### 8.3. QUALIFYING THE DESCRIPTION OF THE GOODS IN THE CONTRACT PARTICULARS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>8.3- Qualifying the description of the goods in the contract particulars</b></p> <p><b>8.3.1.</b> Under the following circumstances, the carrier, if acting in good faith when issuing a transport document or an electronic record, may qualify the information mentioned in article 8.2.1(b) or 8.2.1(c) with an appropriate clause therein to indicate that the carrier does not assume responsibility for the accuracy of the information furnished by the shipper:</p> <p>(a) For non-containerized goods:</p> <p>(i) if the carrier can show that it had no reasonable means of checking the information furnished by the shipper, it may include an appropriate qualifying clause in the contract particulars, or</p> <p>(ii) if the carrier reasonably considers the information furnished by the shipper to be inaccurate, it may include a clause providing what it reasonably considers accurate information.</p> <p>(b) For goods delivered to the carrier in a closed container, the carrier may include an appropriate qualifying clause in the contract particulars with respect to:</p> <p>(i) the leading marks on the goods inside the container, or</p> <p>(ii) the number of packages, the number of pieces, or the quantity of the goods inside the container, unless the carrier or a performing party in fact inspects the goods inside the container or otherwise has actual knowledge of the contents of the container.</p> <p>(c) For goods delivered to the carrier or a performing party in a closed container, the carrier may qualify any statement of the weight of goods or the weight of a container and its contents with an explicit statement that the carrier has not weighed the container if:</p> <p>(i) the carrier can show that neither the carrier nor a performing party weighed the container, and</p> <p>(ii) the shipper and the carrier did not</p>	<p><b>Article 3</b></p> <p>Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.</p> <p>4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b) and (c). However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.</p>	<p><b>Article 16-Bills of lading: reservations and evidentiary effect</b></p> <p>1. If the bill of lading contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods which the carrier or other person issuing the bill of lading on his behalf knows or has reasonable grounds to suspect do not accurately represent the goods actually taken over or, where a "shipped" bill of lading is issued, loaded, or if he had no reasonable means of checking such particulars, the carrier or such other person must insert in the bill of lading a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking.</p> <p>2. If the carrier or other person issuing the bill of lading on his behalf fails to note on the bill of lading the apparent condition of the goods, he is deemed to have noted on the bill of lading that the goods were in apparent good condition.</p> <p>3. Except for particulars in respect of which and to the extent to which a reser-</p>	<p><b>Article 9-Reservations in the multimodal transport document</b></p> <p>1. If the multimodal transport document contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods which the multimodal transport operator or a person acting on his behalf knows, or has reasonable grounds to suspect, do not accurately represent the goods actually taken in charge, or if he has no reasonable means of checking such particulars, the multimodal transport operator or a person acting on his behalf shall insert in the multimodal transport document a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking.</p> <p>2. If the multimodal transport operator or a person acting on his behalf fails to note on the multimodal transport document the apparent condition of the goods, he is deemed to have noted on the multimodal transport document that the goods were in apparent good condition.</p>

## Comparative Tables

## 8.3. QUALIFYING THE DESCRIPTION OF THE GOODS IN THE CONTRACT PARTICULARS

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 8</b></p> <p>1. On taking over the goods, the carrier shall check:</p> <p>(a) The accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and</p> <p>(b) The apparent condition of the goods and their packaging.</p> <p>2. Where the carrier has no reasonable means of checking the accuracy of the statements referred to in paragraph 1 (a) of this article, he shall enter his reservations in the consignment note together with the grounds on which they are based. He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging, such reservations shall not bind the sender unless he has expressly agreed to be bound by them in the consignment note.</p> <p>3. The sender shall be entitled</p>	<p><b>Article 11-Examination</b></p> <p>1. The carrier shall have the right to examine at any time whether the conditions of carriage have been complied with and whether the consignment corresponds with the entries in the consignment note made by the consignor. If the examination concerns the contents of the consignment, this shall be carried out as far as possible in the presence of the person entitled; where this is not possible, the carrier shall require the presence of two independent witnesses, unless the laws and prescriptions of the State where the examination takes place provide otherwise.</p> <p>2. If the consignment does not correspond with the entries in the consignment note or if the provisions relating to the carriage of goods accepted subject to conditions have not been complied with, the result of the examination must be entered in the copy of the consignment note which accompanies the goods, and also in the duplicate of the consignment note, if it is still held by the carrier. In this case the costs of the examination shall be charged against the goods, if they have not been paid immediately.</p> <p>3. When the consignor loads the goods, he shall be entitled to require the carrier to examine the condition of the goods and their packaging as well as the accuracy of</p>	<p><b>Article 11-Nature and content</b></p> <p>3. The transport document shall be <i>prima facie</i> evidence, unless proved to the contrary, of the conclusion and content of the contract of carriage and of the taking over of the goods by the carrier. In particular, it shall provide a basis for the presumption that the goods have been taken over for carriage as they are described in the transport document.</p> <p>4. When the transport document is a bill of lading, it shall be deemed <i>prima facie</i> evidence in the relations between the carrier and the consignee. The conditions of the contract of carriage shall continue to determine the relations between carrier and shipper.</p> <p><b>Article 12-Reservations in transport documents</b></p> <p>1. The carrier is entitled to include in the transport document reservations concerning:</p> <p>(a) The dimensions, number or weight of the goods, if he has grounds to suspect that the particulars supplied by the shipper are inaccurate or if he had no reasonable means of checking</p>	<p><b>Article 11</b></p> <p>1. The air waybill or the receipt for the cargo is <i>prima facie</i> evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.</p> <p>2. Any statements in the air waybill or the receipt for the cargo relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are <i>prima facie</i> evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the cargo. ■</p>	<p><b>Article 11-Evidentiary value of documentation</b></p> <p>1. The air waybill or the cargo receipt is <i>prima facie</i> evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.</p> <p>2. Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are <i>prima facie</i> evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor, or relate to the apparent condition of the cargo. ■</p>



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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>agree prior to the shipment that the container would be weighed and the weight would be included in the contract particulars.</p> <p><b>8.3.2-Reasonable means of checking</b></p> <p>For purposes of article 8.3.1:</p> <p>(a) a “reasonable means of checking” must be not only physically practicable but also commercially reasonable;</p> <p>(b) a carrier acts in “good faith” when issuing a transport document or an electronic record if:</p> <p>(i) the carrier has no actual knowledge that any material statement in the transport document or electronic record is materially false or misleading, and</p> <p>(ii) the carrier has not intentionally failed to determine whether a material statement in the transport document or electronic record is materially false or misleading because it believes that the statement is likely to be false or misleading.</p> <p>(c) The burden of proving whether a carrier acted in good faith when issuing a transport document or an electronic record is on the party claiming that the carrier did not act in good faith.</p> <p><b>8.3.3-Prima facie and conclusive evidence</b></p> <p>Except as otherwise provided in article 8.3.4, a transport document or an electronic record that evidences receipt of the goods is:</p> <p>(a) prima facie evidence of the carrier’s receipt of the goods as described in the contract particulars; and</p> <p>(b) conclusive evidence of the carrier’s receipt of the goods as described in the contract particulars</p> <p>[(i)] if a negotiable transport document or a negotiable electronic record has been transferred to a third party acting in good faith [or (ii) if a person acting in good faith has paid value or otherwise altered its position in reliance on the description of the goods in the contract particulars].</p> <p><b>8.3.4-Effect of qualifying clauses</b></p> <p>If the contract particulars include a qualifying clause that complies with the requirements of article 8.3.1, then the transport document will not constitute prima facie or conclusive evidence under article 8.3.3 to the extent that the description of the goods is qualified by the clause.</p> <p style="text-align: right;">■</p>		<p>vation permitted under paragraph 1 of this article has been entered:</p> <p>(a) The bill of lading is prima facie evidence of the taking over or, where a “shipped” bill of lading is issued, loading, by the carrier of the goods as described in the bill of lading; and</p> <p>(b) Proof to the contrary by the carrier is not admissible if the bill of lading has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the description of the goods therein.</p> <p>4. A bill of lading which does not, as provided in paragraph 1, subparagraph (h) of article 15, set forth the freight or otherwise indicate that freight is payable by the consignee or does not set forth demurrage incurred at the port of loading payable by the consignee, is prima facie evidence that no freight or such demurrage is payable by him. However, proof to the contrary by the carrier is not admissible when the bill of lading has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the absence in the bill of lading of any such indication.</p> <p style="text-align: right;">■</p>	

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>to require the carrier to check the gross weight of the goods or their quantity otherwise expressed. He may also require the contents of the packages to be checked. The carrier shall be entitled to claim the cost of such checking. The result of the checks shall be entered in the consignment note.</p> <p><b>Article 9</b></p> <p>1. The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier.</p> <p>2. If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note. ■</p>	<p>statements on the consignment note as to the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed. The carrier shall be obliged to proceed with the examination only if he has appropriate means of carrying it out. The carrier may demand the payment of the costs of the examination. The result of the examination shall be entered on the consignment note.</p> <p><b>Article 12-Evidential value of the consignment note</b></p> <p>1. The consignment note shall be prima facie evidence of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier.</p> <p>2. If the carrier has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and their packaging indicated on the consignment note or, in the absence of such indications, of their apparently good condition at the moment they were taken over by the carrier and of the accuracy of the statements in the consignment note concerning the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed.</p> <p>3. If the consignor has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and of their packaging indicated in the consignment note or, in the absence of such indication, of their apparently good condition and of the accuracy of the statements referred to in § 2 solely in the case where the carrier has examined them and recorded on the consignment note a result of his examination which tallies.</p> <p>4. However, the consignment note will not be prima facie evidence in a case where it bears a reasoned reservation. A reason for a reservation could be that the carrier does not have the appropriate means to examine whether the consignment corresponds to the entries in the consignment note. ■</p>	<p>such particulars, especially because the goods have not been counted, measured or weighed in his presence or because, without explicit agreement, the dimensions or weights have been determined by draught measurement;</p> <p>(b) Identification marks which are not clearly and durably affixed on the goods themselves or, if they are packed, on the receptacles or packaging;</p> <p>(c) The apparent condition of the goods.</p> <p>2. If the carrier fails to note the apparent condition of the goods or does not enter reservations in that respect, he is deemed to have noted in the transport document that the goods were in apparent good condition.</p> <p>3. If, in accordance with the particulars set out in the transport document, the goods are placed in a container or in the holds of the vessel and sealed by other persons than the carrier, his servants or his agents, and if neither the container nor the seals are damaged or broken when they reach the port of discharge or the place of delivery, it shall be presumed that the loss or damage to the goods did not occur during carriage. ■</p>		

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#### 8.4. DEFICIENCIES IN THE CONTRACT PARTICULARS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>8.4-Deficiencies in the contract particulars</b></p> <p><b>8.4.1-Date</b> If the contract particulars include the date but fail to indicate the significance thereof, then the date is considered to be:</p> <p>(a) if the contract particulars indicate that the goods have been loaded on board a vessel, the date on which all of the goods indicated in the transport document or electronic record were loaded on board the vessel; or</p> <p>(b) if the contract particulars do not indicate that the goods have been loaded on board a vessel, the date on which the carrier or a performing party received the goods.</p> <p><b>[8.4.2. Failure to identify the carrier</b> If the contract particulars fail to identify the carrier but indicate that the goods have been loaded on board a named vessel, then the registered owner of the vessel is presumed to be the carrier. The registered owner can defeat this presumption if it proves that the ship was under a bareboat charter at the time of the carriage which transfers contractual responsibility for the carriage of the goods to an identified bareboat charterer. If the registered owner defeats the presumption that it is the carrier under this article, then the bareboat charterer at the time of the carriage is presumed to be the carrier in the same manner as that in which the registered owner was presumed to be the carrier.]</p> <p><b>8.4.3-Apparent order and condition</b> If the contract particulars fail to state the apparent order and condition of the goods at the time the carrier or a performing party receives them from the shipper, the transport document or electronic record is either prima facie or conclusive evidence under article 8.3.3, as the case may be, that the goods were in apparent good order and condition at the time the shipper delivered them to the carrier or a performing party.</p> <p style="text-align: right;">■</p>		<p><b>Article 15-Contents of bill of lading</b></p> <p>3. The absence in the bill of lading of one or more particulars referred to in this article does not affect the legal character of the document as a bill of lading provided that it nevertheless meets the requirements set out in paragraph 7 of article 1.</p> <p style="text-align: right;">■</p>	<p><b>Article 8-Contents of the multimodal transport document</b></p> <p>2. The absence from the multimodal transport document of one or more of the particulars referred to in paragraph 1 of this article shall not affect the legal character of the document as a multimodal transport document provided that it nevertheless meets the requirements set out in paragraph 4 of article 1.</p> <p style="text-align: right;">■</p>

*Comparative Tables***8.4. DEFICIENCIES IN THE CONTRACT PARTICULARS**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 4</b></p> <p>The contract of carriage shall be confirmed by the making out of a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject to the provisions of this Convention. ■</p>	<p><b>Article 6-Contract of carriage</b></p> <p>2. The contract of carriage must be confirmed by a consignment note which accords with a uniform model. However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules. ■</p>	<p><b>Article 11-Nature and content</b></p> <p>1. For each carriage governed by this Convention the carrier shall issue a transport document; he shall issue a bill of lading only if the shipper so requests and if it has been so agreed before the goods were loaded or before they were taken over for carriage. The lack of a transport document or the fact that it is incomplete shall not affect the validity of the contract of carriage. ■</p>	<p><b>Article 9</b></p> <p>Non-compliance with the provisions of articles 5 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability. ■</p>	<p><b>Article 9-Non-compliance with Documentary Requirements</b></p> <p>Non-compliance with the provisions of articles 4 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this Convention including those relating to limitation of liability. ■</p>

## CHAPTER 9 – FREIGHT

INSTRUMENT	HAGUE-VISBY
<p style="text-align: center;"><i>Article 9-Freight</i></p> <p>9.1(a) Freight is earned upon delivery of the goods to the consignee at the time and location mentioned in article 4.1.3, unless the parties have agreed that the freight is earned, wholly or partly, at an earlier point in time.</p> <p>(b) Unless otherwise agreed, no freight becomes due for any goods that are lost before the freight for those goods is earned.</p> <p>9.2(a) Freight is payable when it is earned, unless the parties have agreed that the freight is payable, wholly or partly, at an earlier or later point in time.</p> <p>(b) If subsequent to the moment at which the freight has been earned the goods are lost, damaged, or otherwise not delivered to the consignee in accordance with the provisions of the contract of carriage, freight remains payable irrespective of the cause of such loss, damage or failure in delivery.</p> <p>(c) Unless otherwise agreed, payment of freight is not subject to set-off, deduction or discount on the grounds of any counterclaim that the shipper or consignee may have against the carrier, [the indebtedness or the amount of which has not yet been agreed or established].</p> <p>9.3(a) Unless otherwise agreed, the shipper is liable to pay the freight and other charges incidental to the carriage of the goods.</p> <p>(b) If the contract of carriage provides that the liability of the shipper or any other person identified in the contract particulars as the shipper will cease, wholly or partly, upon a certain event or after a certain point of time, such cessation is not valid:</p> <p>(i) with respect to any liability under chapter 7 of the shipper or a person mentioned in article 7.7; or</p> <p>(ii) with respect to any amounts payable to the carrier under the contract of carriage, except to the extent that the carrier has adequate security pursuant to article 9.5 or otherwise for the payment of such amounts.</p> <p>(iii) to the extent that it conflicts with the provisions of article 12.4.</p> <p>9.4(a) If the contract particulars in a transport document or an electronic record contain the statement "freight prepaid" or a statement of a similar nature, then neither the holder, nor the consignee, is liable for the payment of the freight. This provision does not apply if the holder or the consignee is also the shipper.</p> <p>(b) If the contract particulars in a transport document or an electronic record contain the statement "freight collect" or a statement of similar nature, such a statement puts the consignee on notice that it may be liable for the payment of the freight.</p> <p>9.5(a) [Notwithstanding any agreement to the contrary,] if and to the extent that under national law applicable to the contract of carriage the consignee is liable for the payments referred to below, the carrier is entitled to retain the goods until payment of</p> <p>(i) freight, deadfreight, demurrage, damages for detention and all other reimbursable costs incurred by the carrier in relation to the goods,</p> <p>(ii) any damages due to the carrier under the contract of carriage,</p> <p>(iii) any contribution in general average due to the carrier relating to the goods has been effected, or adequate security for such payment has been provided.</p> <p>(b) If the payment as referred to in paragraph (a) of this article is not, or is not fully, effected, the carrier is entitled to sell the goods (according to the procedure, if any, as provided for in the applicable national law) and to satisfy the amounts payable to it (including the costs of such recourse) from the proceeds of such sale. Any balance remaining from the proceeds of such sale shall be made available to the consignee.</p> <p style="text-align: right;">■</p>	

*Comparative Tables***CHAPTER 9 – FREIGHT**

HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 16-Bills of lading: reservations and evidentiary effect</b></p> <p>4. A bill of lading which does not, as provided in paragraph 1, subparagraph (h) of Article 15, set forth the freight or otherwise indicate that freight is payable by the consignee or does not set forth demurrage incurred at the port of loading payable by the consignee, is prima facie evidence that no freight or such demurrage is payable by him. However, proof to the contrary by the carrier is not admissible when the bill of lading has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the absence in the bill of lading of any such indication. ■</p>			<p><b>Article 10-Payment of costs</b></p> <p>1. Unless otherwise agreed between the consignor and the carrier, the costs (the carriage charge, incidental costs, customs duties and other costs incurred from the time of the conclusion of the contract to the time of delivery) shall be paid by the consignor.</p> <p>2. When by virtue of an agreement between the consignor and the carrier, the costs are payable by the consignee and the consignee has not taken possession of the consignment note nor asserted his rights in accordance with Article 17 § 3, nor modified the contract of carriage in accordance with Article 18, the consignor shall remain liable to pay the costs. ■</p>			

CHAPTER 10 – DELIVERY TO THE CONSIGNEE

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><i>Article 10-Delivery to the consignee</i></p> <p><b>10.1</b> When the goods have arrived at their destination, the consignee that exercises any of its rights under the contract of carriage shall accept delivery of the goods at the time and location mentioned in article 4.1.3. If the consignee, in breach of this obligation, leaves the goods in the custody of the carrier or the performing party, such carrier or performing party will act in respect of the goods as an agent of the consignee, but without any liability for loss or damage to these goods, unless the loss or damage results from a personal act or omission of the carrier done with the intent to cause such loss or damage, or recklessly, with the knowledge that such loss or damage probably would result.</p> <p><b>10.2</b> On request of the carrier or the performing party that delivers the goods, the consignee shall confirm delivery of the goods by the carrier or the performing party in the manner that is customary at the place of destination.</p> <p><b>10.3.1</b> If no negotiable transport document or no negotiable electronic record has been issued:</p> <p>(i) The controlling party shall advise the carrier, prior to or upon the arrival of the goods at the place of destination, of the name of the consignee.</p> <p>(ii) The carrier shall deliver the goods at the time and location mentioned in article 4.1.3 to the consignee upon the consignee's production of proper identification.</p> <p><b>10.3.2</b> If a negotiable transport document or a negotiable electronic record has been issued, the following provisions shall apply:</p> <p>(a)(i) Without prejudice to the provisions of article 10.1 the holder of a negotiable transport document is entitled to claim delivery of the goods from the carrier after they have arrived at the place of destination, in which event the carrier shall deliver the goods at the time and</p>			



## Comparative Tables

## CHAPTER 10 – DELIVERY TO THE CONSIGNEE

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 13</b></p> <p>1. After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to deliver to him, against a receipt, the second copy of the consignment note and the goods. If the loss of the goods is established or if the goods have not arrived after the expiry of the period provided for in article 19, the consignee shall be entitled to enforce in his own name against the carrier any rights arising from the contract of carriage.</p> <p>2. The consignee who avails himself of the rights granted to him under paragraph 1 of this article shall pay the charges shown to be due on the consignment note, but in the event of dispute on this matter the carrier shall not be required to deliver the goods unless security has been furnished by the consignee.</p>	<p><b>Article 17-Delivery</b></p> <p>1. The carrier must hand over the consignment note and deliver the goods to the consignee at the place designated for delivery against receipt and payment of the amounts due according to the contract of carriage.</p> <p>2. It shall be equivalent to delivery to the consignee if, in accordance with the prescriptions in force at the place of destination,</p> <p>a) the goods have been handed over to customs or octroi authorities at their premises or warehouses, when these are not subject to the carrier's supervision;</p> <p>b) the goods have been deposited for storage with the carrier, with a forwarding agent or in a public warehouse.</p> <p>3. After the arrival of the goods at the place of destination, the consignee may ask the carrier to hand over the consignment note and deliver the goods to him. If the loss of the goods is established or if the goods have not arrived on the expiry of the period provided for in Article 29 § 1, the consignee may assert, in his own name, his rights against the car-</p>	<p><b>Article 10-Delivery of the goods</b></p> <p>1. Notwithstanding the obligation of the shipper under article 6, paragraph 1, the consignee who, following the arrival of the goods at the place of delivery requests their delivery, shall, in accordance with the contract of carriage, be responsible for the freight and other charges due on the goods, as well as for his contribution to any general average. In the absence of a transport document, or if such document has not been presented, the consignee shall be responsible for the freight agreed with the shipper if it corresponds to market practice.</p> <p>2. The placing of the goods at the disposal of the consignee in accordance with the contract of carriage or with the usage of the particular trade or with the statutory regulations applicable at the port of discharge shall be considered a delivery. The imposed handing over the goods to an authority or a third party shall also be considered a delivery.</p> <p><b>Article 13-Bill of lading</b></p> <p>1. The originals of a bill of lading shall be documents of title issued in the name of the consignee, to order or to bearer.</p> <p>2. At the place of destination, the goods shall be delivered only in exchange for the original of the bill of lading submitted initially; thereafter, further delivery cannot be claimed against</p>	<p><b>Article 13</b></p> <p>1. Except when the consignor has exercised his right under article 12, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to him, on payment of the charges due and on complying with the conditions of carriage.</p> <p>2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.</p> <p>3. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.</p> <p><b>Article 14</b></p> <p>The consignor and the consignee can respectively enforce all the rights given them by articles 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract of carriage.</p> <p><b>Article 15</b></p> <p>1. Articles 12, 13 and 14 do not affect either</p>	<p><b>Article 13-Delivery of the Cargo</b></p> <p>1. Except when the consignor has exercised its right under article 12, the consignee is entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage.</p> <p>2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.</p> <p>3. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to enforce against the carrier the rights which flow from the contract of carriage.</p> <p><b>Article 14-Enforcement of the Rights of Consignor and Consignee</b></p> <p>The consignor and the con-</p>



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<p>location mentioned in article 4.1.3 to such holder upon surrender of the negotiable transport document. In the event that more than one original of the negotiable transport document has been issued, the surrender of one original will suffice and the other originals will cease to have any effect or validity.</p> <p>(ii) Without prejudice to the provisions of article 10.1 the holder of a negotiable electronic record is entitled to claim delivery of the goods from the carrier after they have arrived at the place of destination, in which event the carrier shall deliver the goods at the time and location mentioned in article 4.1.3 to such holder if it demonstrates in accordance with the rules of procedure mentioned in article 2.4 that it is the holder of the electronic record. Upon such delivery, the electronic record will cease to have any effect or validity.</p> <p>(b) If the holder does not claim delivery of the goods from the carrier after their arrival at the place of destination, the carrier shall advise the controlling party or, if it, after reasonable effort, is unable to identify or find the controlling party, the shipper, accordingly. In such event such controlling party or shipper shall give the carrier instructions in respect of the delivery of the goods. If the carrier is unable, after reasonable effort, to identify and find the controlling party or the shipper, then the person mentioned in article 7.7 shall be deemed to be the shipper for purposes of this paragraph.</p> <p>(c) Notwithstanding the provision of paragraph (d) of this article, a carrier that delivers the goods upon instruction of the controlling party or the shipper in accordance with paragraph (b) of this article, shall be discharged of its obligation to deliver the goods under the contract of carriage [to the holder], irrespective of whether the negotiable transport document has been surrendered to it, or the person claiming delivery under a negotiable electronic record has demonstrated, in accordance with the rules of procedure referred to in article 2.4, that he is the holder.</p> <p>(d) If the delivery of the goods by the carrier at the place of destination takes</p>			



## Comparative Tables

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<p><b>Article 14</b></p> <p>1. If for any reason it is or becomes impossible to carry out the contract in accordance with the terms laid down in the consignment note before the goods reach the place designated for delivery, the carrier shall ask for instructions from the person entitled to dispose of the goods in accordance with the provisions of article 12.</p> <p>2. Nevertheless, if circumstances are such as to allow the carriage to be carried out under conditions differing from those laid down in the consignment note and if the carrier has been unable to obtain instructions in reasonable time the person entitled to dispose of the goods in accordance with the provisions of article 12, he shall take such steps as seem to him to be in the best interests of the person entitled to dispose of the goods.</p> <p><b>Article 15</b></p> <p>1. Where circumstances prevent delivery of the goods after their arrival at the place designated for delivery, the carrier shall ask the sender for his instructions. If the consignee refuses the goods the sender shall be entitled to dispose of them without being obliged to produce the first copy of the consignment note.</p> <p>2. Even if he has refused the goods, the consignee may nevertheless require delivery so long as the carrier has not received instructions to the contrary from the sender.</p> <p>3. When circumstances preventing delivery of the</p>	<p>rier under the contract of carriage.</p> <p>4. The person entitled may refuse to accept the goods, even when he has received the consignment note and paid the charges resulting from the contract of carriage, so long as an examination which he has demanded in order to establish alleged loss or damage has not been carried out.</p> <p>5. In other respects, delivery of the goods shall be carried out in accordance with the prescriptions in force at the place of destination.</p> <p>6. If the goods have been delivered without prior collection of a cash on delivery charge, the carrier shall be obliged to compensate the consignor up to the amount of the cash on delivery charge without prejudice to his right of recourse against the consignee.</p> <p><b>Article 21-Circumstances preventing delivery</b></p> <p>1. When circumstances prevent delivery, the carrier must without delay inform the consignor and ask him for instructions, save where the consignor has requested, by an entry in the consignment note, that the goods be returned to him as a matter of course in the event of circumstances preventing delivery.</p> <p>2. When the circumstances preventing delivery cease to exist before arrival of instructions from the consignor to the carrier the goods shall be delivered to the consignee. The consignor must be notified without delay.</p> <p>3. If the consignee refuses</p>	<p>other originals.</p> <p>3. When the goods are taken over by the carrier, handing over the bill of lading to the person entitled to take delivery of the goods has the same effects as the handing over of the goods as far as the acquisition of rights to the goods is concerned.</p> <p>4. If the bill of lading has been transferred to a third party, including the consignee, who has acted in good faith in reliance on the description of the goods therein, proof to the contrary of the presumption set out in article 11, paragraph 3, and article 12, paragraph 2, shall not be admissible.</p>	<p>the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.</p> <p>2. The provisions of articles 12, 13 and 14 can only be varied by express provision in the air waybill or the receipt for the cargo.</p>	<p>signee can respectively enforce all the rights given to them by articles 12 and 13, each in its own name, whether it is acting in its own interest or in the interest of another, provided that it carries out the obligations imposed by the contract of carriage.</p>

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<p>place without the negotiable transport document being surrendered to the carrier or without the demonstration referred to in paragraph (a)(ii) above, a holder who becomes a holder after the carrier has delivered the goods to the consignee or to a person entitled to these goods pursuant to any contractual or other arrangement other than the contract of carriage will only acquire rights under the contract of carriage if the passing of the negotiable transport document or negotiable electronic record was effected in pursuance of contractual or other arrangements made before such delivery of the goods, unless such holder at the time it became holder did not have or could not reasonably have had knowledge of such delivery.</p> <p>(e) If the controlling party or the shipper does not give the carrier adequate instructions as to the delivery of the goods, the carrier is entitled, without prejudice to any other remedies that a carrier may have against such controlling party or shipper, to use its rights under article 10.4.</p> <p>10.4.1(a) If the goods have arrived at the place of destination and</p> <p>(i) the goods are not actually taken over by the consignee at the time and location mentioned in article 4.1.3 and no express or implied contract has been concluded between the carrier or the performing party and the consignee that succeeds to the contract of carriage; or</p> <p>(ii) the carrier is not allowed under applicable law or regulations to deliver the goods to the consignee,</p> <p>then the carrier is entitled to exercise the rights and remedies mentioned in paragraph (b).</p> <p>(b) Under the circumstances specified in paragraph (a), the carrier is entitled, at the risk and account of the person entitled to the goods, to exercise some or all of the following rights and remedies:</p> <p>(i) to store the goods at any suitable place;</p> <p>(ii) to unpack the goods if they are packed in containers, or to act otherwise in respect of the goods as, in the opinion of the carrier, circumstances</p>			



## Comparative Tables

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<p>goods arise after the consignee, in exercise of his rights under article 12, paragraph 3, has given an order for the goods to be delivered to another person, paragraphs 1 and 2 of this article shall apply as if the consignee were the sender and that other person were the consignee.</p> <p><b>Article 16</b></p> <p>1. The carrier shall be entitled to recover the cost of his request for instructions and any expenses entailed in carrying out such instructions, unless such expenses were caused by the wrongful act or neglect of the carrier.</p> <p>2. In the cases referred to in article 14, paragraph 1, and in article 15, the carrier may immediately unload the goods for account of the person entitled to dispose of them and thereupon the carriage shall be deemed to be at an end. The carrier shall then hold the goods on behalf of the person so entitled. He may, however, entrust them to a third party, and in that case he shall not be under any liability except for the exercise of reasonable care in the choice of such third party. The charges due under the consignment note and all other expenses shall remain chargeable against the goods.</p> <p>3. The carrier may sell the goods, without awaiting instructions from the person entitled to dispose of them, if the goods are perishable or their condition warrants such a course, or when the storage expenses would be out of proportion to the value of the goods. He may</p>	<p>the goods, the consignor shall be entitled to give instructions even if he is unable to produce the duplicate of the consignment note.</p> <p>4. When the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 18 §§ 3 to 5 the carrier must notify the consignee.</p> <p><b>Article 22-Consequences of circumstances preventing carriage and delivery</b></p> <p>1. The carrier shall be entitled to recover the costs occasioned by</p> <p>a) his request for instructions,</p> <p>b) the carrying out of instructions received,</p> <p>c) the fact that instructions requested do not reach him or do not reach him in time,</p> <p>d) the fact that he has taken a decision in accordance with article 20 § 1, without having asked for instructions,</p> <p>unless such costs were caused by his fault. The carrier may in particular recover the carriage charge applicable to the route followed and shall be allowed the transit periods applicable to such route.</p> <p>2. In the cases referred to in article 20 § 2 and article 21 § 1 the carrier may immediately unload the goods at the cost of the person entitled. Thereupon the carriage shall be deemed to be at an end. The carrier shall then be in charge of the goods on behalf of the person entitled. He may, however, entrust them to a third party, and shall then be</p>			

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<p>reasonably may require; or</p> <p>(iii) to cause the goods to be sold in accordance with the practices, or the requirements under the law or regulations, of the place where the goods are located at the time.</p> <p>(c) If the goods are sold under clause (b)(iii), the carrier may deduct from the proceeds of the sale the amount necessary to</p> <p>(i) pay or reimburse any costs incurred in respect of the goods; and</p> <p>(ii) pay or reimburse the carrier any other amounts that are referred to in article 9.5(a) and that are due to the carrier.</p> <p>Subject to these deductions, the carrier shall hold the proceeds of the sale for the benefit of the person entitled to the goods.</p> <p><b>10.4.2</b> The carrier is only allowed to exercise the right referred to in article 10.4.1 after it has given notice to the person stated in the contract particulars as the person to be notified of the arrival of the goods at the place of destination, if any, or to the consignee, or otherwise to the controlling party or the shipper that the goods have arrived at the place of destination.</p> <p><b>10.4.3</b> When exercising its rights referred to in article 10.4.1, the carrier or performing party acts as an agent of the person entitled to the goods, but without any liability for loss or damage to these goods, unless the loss or damage results from [a personal act or omission of the carrier done with the intent to cause such loss or damage, or recklessly, with the knowledge that such loss or damage probably would result].</p> <p style="text-align: right;">■</p>			

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<p>also proceed to the sale of the goods in other cases if after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods instructions to the contrary which he may reasonably be required to carry out.</p> <p>4. If the goods have been sold pursuant to this article, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be placed at the disposal of the person entitled to dispose of the goods. If these charges exceed the proceeds of sale, the carrier shall be entitled to the difference.</p> <p>5. The procedure in the case of sale shall be determined by the law or custom of the place where the goods are situated.</p> <p>■</p>	<p>responsible only for the exercise of reasonable care in the choice of such third party. The charges due under the contract of carriage and all other costs shall remain chargeable against the goods.</p> <p>3. The carrier may proceed to the sale of the goods, without awaiting instructions from the person entitled, if this is justified by the perishable nature or the condition of the goods or if the costs of storage would be out of proportion to the value of the goods. In other cases he may also proceed to the sale of the goods if within a reasonable time he has not received from the person entitled instructions to the contrary which he may reasonably be required to carry out.</p> <p>4. If the goods have been sold, the proceeds of sale, after deduction of the costs chargeable against the goods, must be placed at the disposal of the person entitled. If the proceeds of sale are less than those costs, the consignor must pay the difference.</p> <p>5. The procedure in the case of sale shall be determined by the laws and prescriptions in force at, or by the custom of, the place where the goods are situated.</p> <p>6. If the consignor, in the case of circumstances preventing carriage or delivery, fails to give instructions within a reasonable time and if the circumstances preventing carriage or delivery cannot be eliminated in accordance with §§ 2 and 3, the carrier may return the goods to the consignor or, if it is justified, destroy them, at the cost of the consignor.</p> <p>■</p>			

## CHAPTER 11 – RIGHT OF CONTROL

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><i>Article 11-Right of control</i></p> <p>1. The right of control of the goods means the right under the contract of carriage to give the carrier instructions in respect of these goods during the period of its responsibility as stated in article 4.1.1. Such right to give the carrier instructions comprises rights to:</p> <p>(i) give or modify instructions in respect of the goods that do not constitute a variation of the contract of carriage;</p> <p>(ii) demand delivery of the goods before their arrival at the place of destination;</p> <p>(iii) replace the consignee by any other person including the controlling party;</p> <p>(iv) agree with the carrier to a variation of the contract of carriage.</p> <p>2.(a) When no negotiable transport document or no negotiable electronic record is issued, the following rules apply:</p> <p>(i) The shipper is the controlling party unless the shipper and consignee agree that another person is to be the controlling party and the shipper so notifies the carrier. The shipper and consignee may agree that the consignee is the controlling party.</p> <p>(ii) The controlling party is entitled to transfer the right of control to another person, upon which transfer the transferor loses its right of control. The transferor or the transferee shall notify the carrier of such transfer.</p> <p>(iii) When the controlling party exercises the right of control in accordance with article 11.1, it shall produce proper identification.</p> <p>(b) When a negotiable transport document is issued, the following rules apply:</p> <p>(i) The holder or, in the event that more than one original of that negotiable transport document is issued, the holder of all originals is the sole controlling party.</p> <p>(ii) The holder is entitled to transfer the right of control by passing that negotiable transport document to another person in accordance with article 12.1, upon which transfer the transferor loses its right of control. If more than one original of that document was issued, all originals must be passed in order to effect a transfer of the right of control.</p> <p>(iii) In order to exercise the right of control,</p>			



## Comparative Tables

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CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 12</b></p> <p>1. The sender has the right to dispose of the goods, in particular by asking the carrier to stop the goods in transit, to change the place at which delivery is to take place or to deliver the goods to a consignee other than the consignee indicated in the consignment note.</p> <p>2. This right shall cease to exist when the second copy of the consignment note is handed to the consignee or when the consignee exercises his right under article 13, paragraph 1; from that time onwards the carrier shall obey the orders of the consignee.</p> <p>3. The consignee shall, however, have the right of disposal from the time when the consignment note is drawn up, if the sender makes an entry to that effect in the consignment note.</p> <p>4. If in exercising his right of dis-</p>	<p><b>Article 18-Right to dispose of the goods</b></p> <p>1. The consignor shall be entitled to dispose of the goods and to modify the contract of carriage by giving subsequent orders. He may in particular ask the carrier</p> <p>a) to discontinue the carriage of the goods;</p> <p>b) to delay the delivery of the goods;</p> <p>c) to deliver the goods to a consignee different from the one entered on the consignment note;</p> <p>d) to deliver the goods at a place other than the place of destination entered on the consignment note.</p> <p>2. The consignor's right to modify the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the consignment note, be extinguished in cases where the consignee</p> <p>a) has taken possession of the consignment note;</p> <p>b) has accepted the goods;</p> <p>c) has asserted his rights in accordance with article 17 § 3;</p> <p>d) is entitled, in accordance with § 3, to give orders; from that time onwards, the carrier shall comply with the orders and instructions of the consignee.</p> <p>3. The consignee shall have the right to modify the contract of carriage from the time when the consignment note is drawn up, unless the consignor indicates to the contrary on the consignment note.</p>	<p><b>Article 14-Holder of the right of disposal</b></p> <p>1. The shipper shall be authorized to dispose of the goods; in particular, he may require the carrier to discontinue the carriage of the goods, to change the place of delivery or to deliver the goods to a consignee other than the consignee indicated in the transport document.</p> <p>2. The shipper's right of disposal shall cease to exist once the consignee, following the arrival of the goods at the scheduled place of delivery, has requested delivery of the goods and,</p> <p>(a) Where carriage is under a consignment note, once the original has been handed over to the consignee;</p> <p>(b) Where carriage is under a bill of lading, once the shipper has relinquished all the originals in his possession by handing them over to another person.</p> <p>3. By an appropriate entry in the consignment note, the shipper may, when the consignment note is issued, waive his right of disposal to the consignee.</p> <p><b>Article 15-Conditions for the exercise of the right of disposal</b></p> <p>The shipper or, in the</p>	<p><b>Article 12</b></p> <p>1. Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure.</p> <p>He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.</p> <p>2. If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.</p> <p>3. If the carrier obeys the orders of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the receipt for the cargo delivered to the latter, he will be liable, without prejudice to his right of recovery from</p>	<p><b>Article 12-Right of Disposition of Cargo</b></p> <p>1. Subject to its liability to carry out all its obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure.</p> <p>The consignor must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and must reimburse any expenses occasioned by the exercise of this right.</p> <p>2. If it is impossible to carry out the instructions of</p>



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<p>the holder shall, if the carrier so requires, produce the negotiable transport document to the carrier. If more than one original of that document was issued, all originals shall be produced.</p> <p>(iv) Any instructions as referred to in article 11.1(ii), (iii), and (iv) given by the holder upon becoming effective in accordance with article 11.3 shall be stated on the negotiable transport document.</p> <p>(c) When a negotiable electronic record is issued:</p> <p>(i) The holder is the sole controlling party and is entitled to transfer the right of control to another person by passing the negotiable electronic record in accordance with the rules of procedure referred to in article 2.4, upon which transfer the transferor loses its right of control.</p> <p>(ii) In order to exercise the right of control, the holder shall, if the carrier so requires, demonstrate, in accordance with the rules of procedure referred to in article 2.4, that it is the holder.</p> <p>(iii) Any instructions as referred to in article 11.1, (ii), (iii), and (iv) given by the holder upon becoming effective in accordance with article 11.3 shall be stated in the electronic record.</p> <p>(d) Notwithstanding the provisions of article 12.4, a person, not being the shipper or the person referred to in article 7.7, that transferred the right of control without having exercised that right, shall upon such transfer be discharged from the liabilities imposed on the controlling party by the contract of carriage or by this instrument.</p> <p>3.(a) Subject to the provisions of paragraphs (b) and (c) of this article, if any instruction mentioned in article 11.1(i), (ii), or (iii)</p> <p>(i) can reasonably be executed according to its terms at the moment that the instruction reaches the person to perform it;</p> <p>(ii) will not interfere with the normal operations of the carrier or a performing party; and</p> <p>(iii) would not cause any additional expense, loss, or damage to the carrier, the performing party, or any person interested in other goods carried on the same voyage, then the carrier shall execute the instruction. If it is reasonably expected that one or more of the conditions mentioned in clauses (1), (2), and (3) of this paragraph is not satisfied,</p>			



## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>posals the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to name other consignees.</p> <p>5. The exercise of the right of disposal shall be subject to the following conditions:</p> <p>(a) That the sender or, in the case referred to in paragraph 3 of this article, the consignee who wishes to exercise the right produces the first copy of the consignment note on which the new instructions to the carrier have been entered and indemnifies the carrier against all expenses, loss and damage involved in carrying out such instructions;</p> <p>(b) That the carrying out of such instructions is possible at the time when the instructions reach the person who is to carry them out and does not either interfere with the normal working of the carriers' undertaking or prejudice the senders or consignees of other consignments;</p>	<p>4. The consignee's right to modify the contract of carriage shall be extinguished in cases where he has</p> <p>a) taken possession of the consignment note;</p> <p>b) accepted the goods;</p> <p>c) asserted his rights in accordance with article 17 § 3;</p> <p>d) given instructions for delivery of the goods to another person in accordance with § 5 and when that person has asserted his rights in accordance with article 17 § 3.</p> <p>5. If the consignee has given instructions for delivery of the goods to another person, that person shall not be entitled to modify the contract of carriage.</p> <p><b>Article 19-Exercise of the right to dispose of the goods</b></p> <p>1. If the consignor or, in the case referred to in article 18 § 3, the consignee wishes to modify the contract of carriage by giving subsequent orders, he must produce to the carrier the duplicate of the consignment note on which the modifications have to be entered.</p> <p>2. The consignor or, in the case referred to in article 18 § 3, the consignee must compensate the carrier for the costs and the prejudice arising from the carrying out of subsequent modifications.</p> <p>3. The carrying out of the subsequent modifications must be possible, lawful and reasonable to require at the time when the orders reach the person who is to carry them out, and must in particular neither interfere with the normal working of the carrier's undertaking</p>	<p>case of article 14, paragraphs 2 and 3, the consignee, must, if he wishes to exercise his right of disposal:</p> <p>(a) Where a bill of lading is used, submit all originals prior to the arrival of the goods at the scheduled place of delivery;</p> <p>(b) Where a transport document other than a bill of lading is used, submit this document, which shall include the new instructions given to the carrier;</p> <p>(c) Reimburse the carrier for all the costs and damages entailed in carrying out such instructions;</p> <p>(d) Pay all the agreed freight in the event of the discharge of the goods before arrival at the scheduled place of delivery, unless the contract of carriage provides otherwise.</p>	<p>the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the receipt for the cargo.</p> <p>4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with article 13. Nevertheless, if the consignee declines to accept the cargo, or if he cannot be communicated with, the consignor resumes his right of disposition.</p>	<p>the consignor, the carrier must so inform the consignor forthwith.</p> <p>3. If the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier will be liable, without prejudice to its right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.</p> <p>4. The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with article 13. Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor resumes its right of disposition.</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>then the carrier is under no obligation to execute the instruction.</p> <p>(b) In any event, the controlling party shall indemnify the carrier, performing parties, and any persons interested in other goods carried on the same voyage against any additional expense, loss, or damage that may occur as a result of executing any instruction under this article.</p> <p>(c) If a carrier</p> <p>(i) reasonably expects that the execution of an instruction under this article will cause additional expense, loss, or damage; and</p> <p>(ii) is nevertheless willing to execute the instruction,</p> <p>then the carrier is entitled to obtain security from the controlling party for the amount of the reasonably expected additional expense, loss, or damage.</p> <p>4. Goods that are delivered pursuant to an instruction in accordance with article 11.1(ii) are deemed to be delivered at the place of destination and the provisions relating to such delivery, as laid down in article 10, are applicable to such goods.</p> <p>5. If during the period that the carrier holds the goods in its custody, the carrier reasonably requires information, instructions, or documents in addition to those referred to in article 7.3(a), it shall seek such information, instructions, or documents from the controlling party. If the carrier, after reasonable effort, is unable to identify and find the controlling party, or the controlling party is unable to provide adequate information, instructions, or documents to the carrier, the obligation to do so shall be on the shipper or the person referred to in article 7.7.</p> <p>6. The provisions of articles 11.1 (ii) and (iii), and 11.3 may be varied by agreement between the parties. The parties may also restrict or exclude the transferability of the right of control referred to in article 11.2 (a) (ii). If a transport document or an electronic record is issued, any agreement referred to in this paragraph must be stated in the contract particulars.</p> <p style="text-align: right;">■</p>			

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>(c) That the instructions do not result in a division of the consignment.</p> <p>6. When, by reason of the provisions of paragraph 5 (b) of this article, the carrier cannot carry out the instructions which he receives, he shall immediately notify the person who gave him such instructions.</p> <p>7. A carrier who has not carried out the instructions given under the conditions provided for in this article or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby. ■</p>	<p>nor prejudice the consignors or consignees of other consignments.</p> <p>4. The subsequent modifications must not have the effect of splitting the consignment.</p> <p>5. When, by reason of the conditions provided for in § 3, the carrier cannot carry out the orders which he receives he shall immediately notify the person from whom the orders emanate.</p> <p>6. In the case of fault of the carrier he shall be liable for the consequences of failure to carry out an order or failure to carry it out properly. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.</p> <p>7. If the carrier implements the consignor's subsequent modifications without requiring the production of the duplicate of the consignment note, the carrier shall be liable to the consignee for any loss or damage sustained by him if the duplicate has been passed on to the consignee. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods. ■</p>			

**CHAPTER 12 – TRANSFER OF RIGHTS****INSTRUMENT***Article 12-Transfer of rights*

**12.1.1** If a negotiable transport document is issued, the holder is entitled to transfer the rights incorporated in such document by passing such document to another person,

- (i) if an order document, duly endorsed either to such other person or in blank, or,
- (ii) if a bearer document or a blank endorsed document, without endorsement, or,
- (iii) if a document made out to the order of a named party and the transfer is between the first holder and such named party, without endorsement.

**12.1.2.** If a negotiable electronic record is issued, its holder is entitled to transfer the rights incorporated in such electronic record, whether it be made out to order or to the order of a named party, by passing the electronic record in accordance with the rules of procedure referred to in article 2.4.

**12.2.1.** Without prejudice to the provisions of article 11.5, any holder that is not the shipper and that does not exercise any right under the contract of carriage, does not assume any liability under the contract of carriage solely by reason of becoming a holder.

**12.2.2.** Any holder that is not the shipper and that exercises any right under the contract of carriage, assumes any liabilities imposed on it under the contract of carriage to the extent that such liabilities are incorporated in or ascertainable from the negotiable transport document or the negotiable electronic record.

**12.2.3.** Any holder that is not the shipper and that

- (i) under article 2.2 agrees with the carrier to replace a negotiable transport document by a negotiable electronic record or to replace a negotiable electronic record by a negotiable transport document, or
- (ii) under article 12.1 transfers its rights,

does not exercise any right under the contract of carriage for the purpose of the articles 12.2.1 and 12.2.2.

**12.3.** The transfer of rights under a contract of carriage, pursuant to which no negotiable transport document or no negotiable electronic record is issued shall be effected in accordance with the provisions of the national law applicable to the contract of carriage relating to transfer of rights. Such transfer of rights may be effected by means of electronic communication. A transfer of the right of control cannot be completed without a notification of such transfer to the carrier by the transferor or the transferee.

**12.4.** If the transfer of rights under a contract of carriage, pursuant to which no negotiable transport document or no negotiable electronic record has been issued, includes the transfer of liabilities that are connected to or flow from the right that is transferred, the transferor and the transferee are jointly and severally liable in respect of such liabilities.

*Comparative Tables*

**CHAPTER 12 – TRANSFER OF RIGHTS**

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MULTIMODAL  
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COTIF-CIM 1999  
CMNI  
WARSAW

*There are no corresponding  
provisions  
in any other  
Transport Convention*



## CHAPTER 13 –RIGHTS OF SUIT

### INSTRUMENT

#### *Article 13- Rights of suit*

**13.1** Without prejudice to articles 13.2 and 13.3, rights under the contract of carriage may be asserted against the carrier or a performing party only by:

- (i) the shipper,
- (ii) the consignee,
- (iii) any third party to which the shipper or the consignee has assigned its rights, depending on which of the above parties suffered the loss or damage in consequence of a breach of the contract of carriage,
- (iv) any third party that has acquired rights under the contract of carriage by subrogation under the applicable national law, such as an insurer.

In case of any passing of rights of suit through assignment or subrogation as referred to above, the carrier and the performing party are entitled to all defences and limitations of liability that are available to it against such third party under the contract of carriage and under this instrument.

**13.2** In the event that a negotiable transport document or negotiable electronic record is issued, the holder is entitled to assert rights under the contract of carriage against the carrier or a performing party, without having to prove that it itself has suffered loss or damage. If such holder did not suffer the loss or damage itself, it is deemed to act on behalf of the party that suffered such loss or damage.

**13.3** In the event that a negotiable transport document or negotiable electronic record is issued and the claimant is one of the persons referred to in article 13.1 without being the holder, such claimant must, in addition to its burden of proof that it suffered loss or damage in consequence of a breach of the contract of carriage, prove that the holder did not suffer such loss or damage.

*Comparative Tables***CHAPTER 13 –RIGHTS OF SUIT****COTIF-CIM 1999****Article 43-Claims**

1. Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.
2. A claim may be made by persons who have the right to bring an action against the carrier.
3. To make the claim the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods.
4. To make the claim the consignee must produce the consignment note if it has been handed over to him.
5. The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim must be produced either in the original or as copies, the copies, where appropriate, duly certified if the carrier so requests.
6. On settlement of the claim the carrier may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.

**Article 44-Persons who may bring an action against the carrier**

1. Subject to §§ 3 and 4 actions based on the contract of carriage may be brought:
  - a) by the consignor, until such time as the consignee has
    1. taken possession of the consignment note,
    2. accepted the goods, or
    3. asserted his rights pursuant to article 17 § 3 or article 18 § 3;
  - b) by the consignee, from the time when he has
    1. taken possession of the consignment note,
    2. accepted the goods, or
    3. asserted his rights pursuant to article 17 § 3 or article 18 § 3.
3. An action for the recovery of a sum paid pursuant to the contract of carriage may only be brought by the person who made the payment.
4. An action in respect of cash on delivery payments may only be brought by the consignor.
5. In order to bring an action the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods. If necessary, the consignor must prove the absence or the loss of the consignment note.
6. In order to bring an action the consignee must produce the consignment note if it has been handed over to him.

**Article 45-Carriers against whom an action may be brought**

1. Subject to §§ 3 and 4 actions based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.
2. When, in the case of carriage performed by successive carriers, the carrier who must deliver the goods is entered with his consent on the consignment note, an action may be brought against him in accordance with § 1 even if he has received neither the goods nor the consignment note.
3. An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.
4. An action in respect of cash on delivery payments may be brought only against the carrier who has taken over the goods at the place of consignment.
5. An action may be brought against a carrier other than those specified in §§ 1 to 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.
6. To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.
7. If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against any one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.



## CHAPTER 14 –TIME FOR SUIT

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 14-Time for suit</b></p> <p><b>14.1</b> The carrier is discharged from all liability in respect of the goods if judicial or arbitral proceedings have not been instituted within a period of one year. The shipper is discharged from all liability under chapter 7 of this instrument if judicial or arbitral proceedings have not been instituted within a period of one year.</p> <p><b>14.2</b> The period mentioned in article 14.1 commences on the day on which the carrier has completed delivery of the goods concerned or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered. The day on which the period commences is not included in the period.</p> <p><b>14.3</b> The person against whom a claim is made at any time during the running of the period may extend that period by a declaration to the claimant. This period may be further extended by another declaration or declarations.</p> <p><b>14.4</b> An action for indemnity by a person held liable under this instrument may be instituted even after the expiration of the period mentioned in article 14.1 if the indemnity action is instituted within the later of</p> <p>(a) the time allowed by the law of the State where proceedings are instituted; or</p> <p>(b) 90 days commencing from the day when the person instituting the action for indemnity has either</p> <p>(i) settled the claim; or</p> <p>(ii) been served with process in the action against itself.</p> <p><b>[14.5]</b> If the registered owner of a vessel defeats the presumption that it is the carrier under article 8.4.2, an action against the bareboat charterer may be instituted even after the expiration of the limitation period mentioned in article 14.1 if the action is instituted within the later of</p> <p>(a) the time allowed by the law of the</p>	<p><b>Article 3(6)</b></p> <p>Subject to paragraph 6bis the carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen.</p> <p><b>6bis.</b> An action for indemnity against a third person may be brought even after the expiration of the year provided for in the preceding paragraph if brought within the time allowed by the law of the Court seized of the case. However, the time allowed shall be not less than three months, commencing from the day when the person bringing such action for indemnity has settled the claim or has been served with process in the action against himself. ■</p>	<p><b>Article 20-Limitation of actions</b></p> <p><b>1.</b> Any action relating to carriage of goods under this Convention is time-barred if judicial or arbitral proceedings have not been instituted within a period of two years.</p> <p><b>2.</b> The limitation period commences on the day on which the carrier has delivered the goods or part thereof or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered.</p> <p><b>3.</b> The day on which the limitation period commences is not included in the period.</p> <p><b>4.</b> 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 in writing to the claimant. This period may be further extended by another declaration or declarations.</p> <p><b>5.</b> An action for indemnity by a person held liable may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted. However, the</p>	<p><b>Article 25-Limitation of actions</b></p> <p><b>1.</b> Any action relating to international multimodal transport under this Convention shall be time-barred if judicial or arbitral proceedings have not been instituted within a period of two years. However, if notification in writing, stating the nature and main particulars of the claim, has not been given within six months after the day when the goods were delivered or, where the goods have not been delivered, after the day on which they should have been delivered, the action shall be time-barred at the expiry of this period.</p> <p><b>2.</b> The limitation period commences on the day after the day on which the multimodal transport operator has delivered the goods or part thereof or, where the goods have not been delivered, on the day after the last day on which the goods should have been delivered.</p> <p><b>3.</b> 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 in writing to the claimant. This period may be further extend-</p>

*Comparative Tables***CHAPTER 14 –TIME FOR SUIT**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 32</b></p> <p>1. The period of limitation for an action arising out of carriage under this Convention shall be one year. Nevertheless, in the case of wilful misconduct, or such default as in accordance with the law of the court or tribunal seised of the case, is considered as equivalent to wilful misconduct, the period of limitation shall be three years. The period of limitation shall begin to run:</p> <p>(a) In the case of partial loss, damage or delay in delivery, from the date of delivery;</p> <p>(b) In the case of total loss, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit from the sixtieth day from the date on which the goods were taken over by the carrier;</p> <p>(c) In all other cases, on the expiry of a period of three months after the making of the contract of</p>	<p><b>Article 47-Extinction of right of action</b></p> <p>1. Acceptance of the goods by the person entitled shall extinguish all rights of action against the carrier arising from the contract of carriage in case of partial loss, damage or exceeding of the transit period.</p> <p>2. Nevertheless, the right of action shall not be extinguished:</p> <p>a) in case of partial loss or damage, if</p> <p>1. the loss or damage was ascertained in accordance with article 42 before the acceptance of the goods by the person entitled;</p> <p>2. the ascertainment which should have been carried out in accordance with article 42 was omitted solely through the fault of the carrier;</p> <p>b) in case of loss or damage which is not apparent whose existence is ascertained after acceptance of the goods by the person entitled, if he</p> <p>1. asks for ascertainment in accordance with article 42 immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods, and</p> <p>2. in addition, proves that the loss or damage occurred between the time of taking over and the time of delivery;</p> <p>c) in cases where the transit period has been exceeded, if the person entitled has, within sixty days, asserted his rights against one of the carriers referred to in article 45 § 1;</p> <p>d) if the person entitled proves that the loss or damage results from an act or omission, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.</p> <p>3. If the goods have been reconsignated in accordance with article 28 rights of action in case of partial loss or in case of damage, arising from one of the previous contracts of carriage, shall be extinguished as if there had been only a single contract of carriage.</p>	<p><b>Article 24-Limitation of actions</b></p> <p>1. All actions arising out of a contract governed by this Convention shall be time-barred after one year commencing from the day when the goods were, or should have been, delivered to the consignee. The day on which the limitation period commences is not included in the period.</p> <p>2. The person against whom an action is instituted, may at any time during the limitation period extend that period by a declaration in writing to the injured party. This period may be further extended by another declaration or declarations.</p> <p>3. The suspension and interruption of the limitation period are governed by the law of the State applicable to the contract of carriage. The filing of a claim during proceedings to apportion limited liability for all</p>	<p><b>Article 29</b></p> <p>1. The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. ■</p>	<p><b>Article 35-Limitation of Actions</b></p> <p>1. The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.</p> <p>2. The method of calculating that period shall be determined by the law of the court seised of the case. ■</p>

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p>State where proceedings are instituted; or</p> <p>(b) 90 days commencing from the day when the registered owner both</p> <p>(i) proves that the ship was under a bareboat charter at the time of the carriage; and</p> <p>(ii) adequately identifies the bareboat charterer.] ■</p>		<p>time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself. ■</p>	<p>ed by another declaration or declarations.</p> <p>4. Provided that the provisions of another applicable international convention are not to the contrary, a recourse action for indemnity by a person held liable under this Convention may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted; however, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself. ■</p>

## Comparative Tables

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>carriage.</p> <p>The day on which the period of limitation begins to run shall not be included in the period.</p> <p>2. A written claim shall suspend the period of limitation until such date as the carrier rejects the claim by notification in writing and returns the documents attached thereto. If a part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim, or of the reply and of the return of the documents, shall rest with the party relying upon these facts. The running of the period of limitation shall not be suspended by further claims having the same object.</p> <p>3. Subject to the provisions of paragraph 2 above, the extension of the period of limitation shall be governed by the law of the court or tribunal seized of the case. That law shall also govern the fresh accrual of rights of action.</p> <p>4. A right of action which has become barred by lapse of time may not be exercised by way of counter-claim or set-off. ■</p>	<p><b>Article 48-Limitation of actions</b></p> <p>1. The period of limitation for an action arising from the contract of carriage shall be one year. Nevertheless, the period of limitation shall be two years in the case of an action</p> <p>a) to recover a cash on delivery payment collected by the carrier from the consignee;</p> <p>b) to recover the proceeds of a sale effected by the carrier;</p> <p>c) for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result;</p> <p>d) based on one of the contracts of carriage prior to the reconsignment in the case provided for in article 28.</p> <p>2. The period of limitation shall run for actions</p> <p>a) for compensation for total loss, from the thirtieth day after expiry of the transit period;</p> <p>b) for compensation for partial loss, damage or exceeding of the transit period, from the day when delivery took place;</p> <p>c) in all other cases, from the day when the right of action may be exercised.</p> <p>The day indicated for the commencement of the period of limitation shall not be included in the period.</p> <p>3. The period of limitation shall be suspended by a claim in writing in accordance with article 43 until the day that the carrier rejects the claim by notification in writing and returns the documents submitted with it. If part of the claim is admitted, the period of limitation shall start to run again in respect of the part of the claim still in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall lie on the party who relies on those facts. The period of limitation shall not be suspended by further claims having the same object.</p> <p>4. A right of action which has become time-barred may not be exercised further, even by way of counter-claim or relied upon by way of exception. ■</p> <p>5. Otherwise, the suspension and interruption of periods of limitation shall be governed by national law. ■</p>	<p>claims arising from an event shall interrupt the limitation.</p> <p>4. Any action for indemnity by a person held liable under this Convention may be instituted even after the expiry of the limitation period provided for in paragraphs 1 and 2 of the present article, if proceedings are instituted within a period of 90 days commencing from the day on which the person instituting the action has settled the claim or has been served with process, or if proceedings are instituted within a longer period as provided by the law of the State where proceedings are instituted.</p> <p>5. A right of action which has become barred by lapse of time may not be exercised by way of counter-claim or set-off. ■</p>		

# CHAPTER 15 –GENERAL AVERAGE

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 15-General average</b></p> <p><b>15.1</b> Nothing in this instrument prevents the application of provisions in the contract of carriage or national law regarding the adjustment of general average.</p> <p><b>15.2</b> With the exception of the provision on time for suit, the provisions of this instrument relating to the liability of the carrier for loss or damage to the goods also determine whether the consignee may refuse contribution in general average and the liability of the carrier to indemnify the consignee in respect of any such contribution made or any salvage paid.</p> <p>■</p>		<p><b>Article 24-General average</b></p> <p><b>1.</b> Nothing in this Convention shall prevent the application of provisions in the contract of carriage by sea or national law regarding the adjustment of general average.</p> <p><b>2.</b> With the exception of Article 20, the provisions of this Convention relating to the liability of the carrier for loss of or damage to the goods also determine whether the consignee may refuse contribution in general average and the liability of the carrier to indemnify the consignee in respect of any such contribution made or any salvage paid.</p> <p>■</p>	<p><b>Article 29-General average</b></p> <p><b>1.</b> Nothing in this Convention shall prevent the application of provisions in the multimodal transport contract or national law regarding the adjustment of general average, if and to the extent applicable.</p> <p><b>2.</b> With the exception of article 25, the provisions of this Convention relating to the liability of the multimodal transport operator for loss of or damage to the goods shall also determine whether the consignee may refuse contribution in general average and the liability of the multimodal transport operator to indemnify the consignee in respect of any such contribution made or any salvage paid.</p> <p>■</p>

Comparative Tables

CHAPTER 15 –GENERAL AVERAGE

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		<p><b>Article 26-General average</b></p> <p>Nothing in this Convention shall prevent the application of provisions in the contract of carriage or national law regarding the calculation of the amount of damages and contributions payable in the event of general average.</p> <p>■</p>		

# CHAPTER 16 – OTHER CONVENTIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 16-Other Conventions</b></p> <p><b>16.1</b> This instrument does not modify the rights or obligations of the carrier, or the performing party provided for in international conventions or national law governing the limitation of liability relating to the operation of [seagoing] ships.</p> <p><b>16.2</b> No liability arises under the provisions of this instrument for any loss or damage to or delay in delivery of luggage for which the carrier is responsible under any convention or national law relating to the carriage of passengers and their luggage by sea.</p> <p><b>16.3</b> No liability arises under the provisions of this instrument for damage caused by a nuclear incident if the operator of a nuclear installation is liable for such damage:</p> <p>(a) under either the Paris Convention of 29 July 1960, on Third Party Liability in the Field of Nuclear Energy as amended by the Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963, on Civil Liability for Nuclear Damage, or</p> <p>(b) by virtue of national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or Vienna Conventions.</p>	<p><b>Article 8</b></p> <p>The provisions of this convention shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of seagoing vessels.</p>	<p><b>Article 25-Other conventions</b></p> <p>1. This Convention does not modify the rights or duties of the carrier, the actual carrier and their servants and agents, provided for in international conventions or national law relating to the limitation of liability of owners of seagoing ships.</p> <p>2. The provisions of Articles 21 and 22 of this Convention do not prevent the application of the mandatory provisions of any other multilateral convention already in force at the date of this Convention relating to matters dealt with in the said Articles, provided that the dispute arises exclusively between parties having their principal place of business in States members of such other convention. However, this paragraph does not affect the application of paragraph 4 of Article 22 of this Convention.</p> <p>3. No liability shall arise under the provisions of this Convention for damage caused by a nuclear incident if the operator of a nuclear installation is liable for such damage:</p> <p>(a) Under either the Paris Convention of 29</p>	<p><b>Article 4-Regulation and control of multimodal transport</b></p> <p>1. This Convention shall not affect, or be incompatible with, the application of any international convention or national law relating to the regulation and control of transport operations.</p> <p>2. This Convention shall not affect the right of each State to regulate and control at the national level multimodal transport operations and multimodal transport operators, including the right to take measures relating to consultations, especially before the introduction of new technologies and services, between multimodal transport operators, shippers, shippers' organisations and appropriate national authorities on terms and conditions of service; licensing of multimodal transport operators; participation in transport; and all other steps in the national economic and commercial interest.</p> <p>3. The multimodal transport operator shall comply with the applicable law of the country in which he operates and with the provisions of this Convention.</p>

*Comparative Tables*

**CHAPTER 16 – OTHER CONVENTIONS**

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
				<p><b>Article 55-Relationship with other Warsaw Convention Instruments</b></p> <p>This Convention shall prevail over any rules which apply to international carriage by air:</p> <p>1. between States Parties to this Convention by virtue of those States commonly being Party to</p> <p>(a) The <i>Convention for the Unification of Certain Rules Relating to International Carriage by Air</i> Signed at Warsaw on 12 October 1929 (hereinafter called the Warsaw Convention);</p> <p>(b) the <i>Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air</i> Signed at Warsaw on 12 October 1929, Done at The Hague on 28 September 1955 (hereinafter called The Hague Protocol);</p> <p>(c) the <i>Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier</i>, signed at Guadalajara on 18 September 1961 (hereinafter called the Guadalajara Convention);</p>





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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by the Additional Protocol of 28 January 1964 or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or</p> <p>(b) By virtue of national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or Vienna Conventions.</p> <p>4. No liability that arise under the provisions of this Convention for any loss of or damage to or delay in delivery of luggage for which the carrier is responsible under any international convention or national law relating to the carriage of passengers and their luggage by sea.</p> <p>5. Nothing contained in this Convention prevents a Contracting State from applying any other international convention which is already in force at the date of this Convention and which applies mandatorily to contracts of carriage of goods primarily by a mode of transport other than transport by sea. This provision also applies to any subsequent revision or amendment of such international convention.</p> <p><b>Article 31-Denunciation of other conventions</b></p> <p>1. Upon becoming a Contracting State to this Convention, any State party to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 (1924 Convention) must notify the Government of Belgium as the depositary of the 1924 Convention of its denunciation of the said Convention with a declaration that the denunciation is to take effect as from the date when this Convention enters into force in respect of that State.</p> <p>2. Upon the entry into force of</p>	<p><b>Article 30-Other Conventions</b></p> <p>1. This Convention does not modify the rights or duties provided for in the Brussels International Convention for the unification of certain rules relating to the limitation of the liability of owners of sea-going vessels of 25 August 1924; in the Brussels International Convention relating to the limitation of the liability of owners of seagoing ships of 10 October 1957; in the London Convention on limitation of liability for maritime claims of 19 November 1976; and in the Geneva Convention relating to the limitation of the liability of owners of inland navigation vessels (CLN) of 1 March 1973, including amendments to these Conventions, or national law relating to the limitation of liability of owners of sea-going ships and inland navigation vessels.</p> <p>2. The provisions of articles 26 and 27 of this Convention do not prevent the application of the mandatory provisions of any other international convention relating to matters dealt with in the said articles, provided that the dispute arises exclusively between parties having their principal place of business in States parties to such other convention. However, this paragraph does not affect the application of paragraph 3 of article 27 of this Convention.</p> <p>3. No liability shall arise under the provisions of this Convention for damage caused by nuclear incident if the operator of a nuclear installation is liable for such damage:</p> <p>(a) Under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by the Additional Protocol of 28 January 1964 or the Vienna Convention of 21 May 1963 on Civil Liability for</p>

*Comparative Tables*

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				<p>(d) the <i>Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929 as Amended by the Protocol Done at The Hague on 28 September 1955</i> Signed at Guatemala City on 8 March 1971 (hereinafter called the Guatemala City Protocol);</p> <p>(e) Additional Protocol Nos. 1 to 3 and Montreal Protocol No. 4 to amend the Warsaw Convention as amended by the Hague Protocol or the Warsaw Convention as amended by both The Hague Protocol and the Guatemala City Protocol Signed at Montreal on 25 September 1975 (hereinafter called the Montreal Protocols); or</p> <p>2. within the territory of any single State Party to this Convention by virtue of that State being Party to one or more of the instruments referred to in sub-paragraphs (a) to (e) above.</p> <p>■</p>

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		<p>this Convention under paragraph 1 of article 30, the depositary of this Convention must notify the Government of Belgium as the depositary of the 1924 Convention of the date of such entry into force, and of the names of the Contracting States in respect of which the Convention has entered into force.</p> <p>3. The provisions of paragraphs 1 and 2 of this Article apply correspondingly in respect of States parties to the Protocol signed on 23 February 1968 to amend the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.</p> <p>4. Notwithstanding Article 2 of this Convention, for the purposes of paragraph 1 of this Article, a Contracting State may, if it deems it desirable, defer the denunciation of the 1924 Convention and of the 1924 Convention as modified by the 1968 Protocol for a maximum period of five years from the entry into force of this Convention. It will then notify the Government of Belgium of its intention. During this transitory period, it must apply to the Contracting States this Convention to the exclusion of any other one. ■</p>	<p>Nuclear Damage, or amendments thereto; or</p> <p>(b) By virtue of national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or Vienna Conventions.</p> <p>4. Carriage of goods such as carriage of goods in accordance with the Geneva Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road in article 2, or the Berne Convention of 7 February 1970 concerning the Carriage of Goods by Rail, article 2, shall not for States Parties to Conventions governing such carriage be considered as international multimodal transport within the meaning of article 1, paragraph 1, of this Convention, in so far as such States are bound to apply the provisions of such Conventions to such carriage of goods. ■</p>

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL

## CHAPTER 17 – LIMITS OF CONTRACTUAL FREEDOM

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b>Article 17-Limits of contractual freedom</b></p> <p><b>17.1(a)</b> Unless otherwise specified in this instrument, any contractual stipulation that derogates from the provisions of this instrument are null and void, if and to the extent it is intended or has as its effect, directly or indirectly, to exclude, [or] limit [, or increase] the liability for breach of any obligation of the carrier, a performing party, the shipper, the controlling party, or the consignee under the provisions of this instrument. (b) [Notwithstanding paragraph (a), the carrier or a performing party may increase its responsibilities and its obligations under this instrument.] (c) Any stipulation assigning a benefit of insurance of the goods in favour of the carrier is null and void.</p> <p><b>17.2</b> Notwithstanding the provisions of chapters 5 and 6 of this instrument, both the carrier and any performing party may by the terms of the contract of carriage exclude or limit their liability for loss or damage to the goods if (a) the goods are live animals, or (b) the character or condition of the goods or the circumstances and terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement, provided that ordinary commercial shipments made in the ordinary course of trade are not concerned and no negotiable transport document or negotiable electronic record is or is to be issued for the carriage of the goods. ■</p>	<p><b>Article 3(8)</b></p> <p>Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connection with, goods arising from negligence, fault, or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in this convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.</p> <p><b>Article 5</b></p> <p>A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and obligations under this convention, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of this convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this convention. Nothing in these rules shall be</p>	<p><b>Article 23-Contractual stipulations</b></p> <p>1. Any stipulation in a contract of carriage by sea, in a bill of lading, or in any other document evidencing the contract of carriage by sea is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of the goods in favour of the carrier, or any similar clause, is null and void.</p> <p>2. Notwithstanding the provisions of paragraph 1 of this article, a carrier may increase his responsibilities and obligations under this Convention.</p> <p>3. Where a bill of lading or any other document evidencing the contract of carriage by sea is issued, it must contain a statement that the carriage is subject to the provisions of this Convention which nullify any stipulation derogating therefrom to the detriment of the shipper or the consignee.</p> <p>4. Where the claimant in respect of the goods has incurred loss as a</p>	<p><b>Article 3-Mandatory application</b></p> <p>1. When a multimodal transport contract has been concluded which according to article 2 shall be governed by this Convention, the provisions of this Convention shall be mandatorily applicable to such contract.</p> <p>2. Nothing in this Convention shall affect the right of the consignor to choose between multimodal transport and segmented transport.</p> <p><b>Article 28-Contractual stipulations</b></p> <p>1. Any stipulation in a multimodal transport contract or multimodal transport document shall be null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation shall not affect the validity of other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of the goods in favour of the multimodal transport operator or any similar clause shall be null and void.</p> <p>2. Notwithstanding the provisions of paragraph 1 of this article, the multimodal transport operator may,</p>

## Comparative Tables

## CHAPTER 17 – LIMITS OF CONTRACTUAL FREEDOM

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><b>Article 40</b> Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.</p> <p><b>Article 41</b> 1. Subject to the provisions of article 40, any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract. 2. In particular, a benefit of insurance in favour of the carrier or any other similar clause, or any clause shifting the burden of proof shall be null and void. ■</p>	<p><b>Article 5-Mandatory law</b> Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage. Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules. ■</p>	<p><b>Article 25-Nullity of contractual stipulations</b> 1. Subject to the provisions of article 20, paragraph 4, any contractual stipulation intended to exclude, limit or increase the liability, within the meaning of this Convention, of the carrier, the actual carrier or their servants or agents, shift the burden of proof or reduce the periods for claims or limitations referred to in articles 23 and 24 shall be null and void. Any stipulation assigning a benefit of insurance of the goods in favour of the carrier is also null and void. 2. Notwithstanding the provisions of paragraph 1 of the present article and without prejudice to article 21, contractual stipulations shall be authorized specifying that the carrier or the actual carrier is not responsible for losses arising from: (a) An act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tug during navigation or in the formation or dissolution of a pushed or towed convoy, provided that the carrier complied with the obligations set out for the crew in article 3, paragraph 3, unless the act or omission results from an intention to cause damage or from reckless conduct with the knowledge that such damage would probably result; (b) Fire or an explosion on board the vessel, where it is</p>	<p><b>Article 23</b> 1. Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention. 2. Paragraph 1 of this article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried. <b>Article 32</b> Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of the jurisdictions referred to in the first paragraph of article 28.</p>	<p><b>Article 26-Invalidity of Contractual Provisions</b> Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention. <b>Article 27-Freedom to Contract</b> Nothing contained in this Convention shall prevent the carrier from refusing to enter into any contract of carriage, from waiving any defences available under the Convention, or from laying down conditions which do not conflict with the provisions of this Convention. ■</p>

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	<p>held to prevent the insertion in a bill of lading of any lawful provision regarding general average.</p> <p align="center"><b>Article 6</b></p> <p>Notwithstanding the provisions of the preceding articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.</p> <p>Any agreement so entered into shall have full legal effect.</p> <p>Provided that this article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.</p> <p align="center"><b>Article 7</b></p> <p>Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connection with, the custody and care and handling of goods prior to the loading on, and subsequent to the discharge from the ship on which the goods are carried by sea. ■</p>	<p>result of a stipulation which is null and void by virtue of the present article, or as a result of the omission of the statement referred to in paragraph 3 of this article, the carrier must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Convention for any loss of or damage to the goods as well as for delay in delivery. The carrier must, in addition pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted. ■</p>	<p>with the agreement of the consignor, increase his responsibilities and obligations under this Convention.</p> <p>3. The multimodal transport document shall contain a statement that the international multimodal transport is subject to the provisions of this Convention which nullify any stipulation derogating therefrom to the detriment of the consignor or the consignee.</p> <p>4. Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present article, or as a result of the omission of the statement referred to in paragraph 3 of this article, the multimodal transport operator must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Convention for any loss of or damage to the goods as well as for delay in delivery. The multimodal transport operator must, in addition, pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted. ■</p>

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		<p>not possible to prove that the fire or explosion resulted from a fault of the carrier or the actual carrier or their servants or agents or a defect of the vessel;</p> <p>(c) The defects existing prior to the voyage of his vessel or of a rented or chartered vessel if he can prove that such defects could not have been detected prior to the start of the voyage despite due diligence.</p> <p>■</p>	<p><b>Article 33</b></p> <p>Except as provided in paragraph 3 of article 5, nothing in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage or from making regulations which do not conflict with the provisions of this Convention.</p> <p><b>Article 34</b></p> <p>The provisions of articles 3 to 8 inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.</p> <p>■</p>	



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**\* JURISDICTION AND ARBITRATION**

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
<p><b><u>NO PROVISIONS ARE INCLUDED YET</u></b></p>		<p style="text-align: center;"><b><i>Article 21-Jurisdiction</i></b></p> <p>1. In judicial proceedings relating to carriage of goods under this Convention the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction of which is situated one of the following places:</p> <p>(a) The principal place of business or, in the absence thereof, the habitual residence of the defendant; or</p> <p>(b) The place where the contract was made provided that the defendant has there a place of business, branch or agency through which the contract was made; or</p> <p>(c) The port of loading or the port of discharge; or</p> <p>(d) Any additional place designated for that purpose in the contract of carriage by sea.</p> <p>2.(a) Notwithstanding the preceding provisions of this article, an action may be instituted in the courts of any port or place in a Contracting State at which the carrying vessel or any other vessel of the same ownership may have been arrested in accordance with applicable rules of the law of that State and of international law. However, in such a case, at the petition of the defendant, the claimant must remove the action, at his choice, to one of the jurisdictions referred to in paragraph 1 of this article for the determination of the claim, but before such removal the defendant must furnish security sufficient to ensure payment of any judgement that may subsequently be awarded to the claimant in the action.</p> <p>(b) All questions relating to the sufficiency or otherwise of the security shall be determined by the court of the port or place of the arrest.</p> <p>3. No judicial proceedings relating to carriage of goods under this Convention may be instituted in a place not</p>	<p style="text-align: center;"><b><i>Article 26-Jurisdiction</i></b></p> <p>1. In judicial proceedings relating to international multimodal transport under this Convention, the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction of which is situated one of the following places:</p> <p>(a) The principal place of business or, in the absence thereof, the habitual residence of the defendant; or</p> <p>(b) The place where the multimodal transport contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or</p> <p>(c) The place of taking the goods in charge for international multimodal transport or the place of delivery; or</p> <p>(d) Any other place designated for that purpose in the multimodal transport contract and evidenced in the multimodal transport document.</p> <p>2. No judicial proceedings relating to international multimodal transport under this Convention may be instituted in a place not specified in paragraph 1 of this article. The provisions of this article do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.</p> <p>3. Notwithstanding the preceding provisions of this ar-</p>



## Comparative Tables

## \* JURISDICTION AND ARBITRATION

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<p><b>Article 31</b></p> <p>1. In legal proceedings arising out of carriage under this Convention, the plaintiff may bring an action in any court or tribunal of a contracting country designated by agreement between the parties and, in addition, in the courts or tribunals of a country within whose territory:</p> <p>(a) The defendant is ordinarily resident, or has his principal place of business, or the branch or agency through which the contract of carriage was made, or</p> <p>(b) The place where the goods were taken over by the carrier or the place designated for delivery is situated.</p> <p>2. Where in respect of a claim referred to in paragraph 1 of this article an action is pending before a court or tribunal competent under that paragraph, or where in respect of such a claim a judgement has</p>	<p><b>Article 46-Forum</b></p> <p>1. Actions based on these Uniform Rules may be brought before the courts or tribunals of Member States designated by agreement between the parties or before the courts or tribunals of a State on whose territory</p> <p>a) the defendant has his domicile or habitual residence, his principal place of business or the branch or agency which concluded the contract of carriage, or</p> <p>b) the place where the goods were taken over by the carrier or the place designated for delivery is situated.</p> <p>Other courts or tribunals may not be seized.</p> <p>2. Where an action based on these Uniform Rules is pending before a court or tribunal competent pursuant to § 1, or where in such litigation a judgment has been delivered by such a court or tribunal, no new action may be brought between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the State in which the new action is brought. ■</p>		<p><b>Article 28</b></p> <p>1. An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.</p> <p>2. Questions of procedure shall be governed by the law of the Court seized of the case. ■</p>	<p><b>Article 33-Jurisdiction</b></p> <p>1. An action for damages must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before the court of the domicile of the carrier or of its principal place of business, where it has a place of business through which the contract has been made or before the court at the place of destination.</p> <p>2. In respect of damage resulting from the death or injury of a passenger, an action may be brought before one of the courts mentioned in paragraph 1 of this article, or in the territory of a State Party in which at the time of the accident the passenger has his or her principal and permanent residence and to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft, or on another carrier's aircraft pursuant to a commercial agreement, and in which that carrier conducts its business of carriage of passengers by air from premises leased or owned by the carrier itself or by another carrier with which it has a com-</p>

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		<p>specified in paragraph 1 or 2 of this article. The provisions of this paragraph do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.</p> <p>4.(a) Where an action has been instituted in a court competent under paragraph 1 or 2 of this article or where judgement has been delivered by such a court, no new action may be started between the same parties on the same grounds unless the judgement of the court before which the first action instituted is not enforceable in the country in which the new proceedings are instituted.</p> <p>(b) For the purpose of this article the institution of measures with a view to obtaining enforcement of a judgement is not to be considered as the starting of a new action;</p> <p>(c) For the purpose of this article, the removal of an action to a different court within the same country, or to a court in another country, in accordance with paragraph 2 (a) of this article, is not to be considered as the starting of a new action.</p> <p>5. Notwithstanding the provisions of the preceding paragraphs, an agreement made by the parties, after a claim under the contract of carriage by sea has arisen, which designates the place where the claimant may institute an action, is effective.</p> <p><b>Article 22-Arbitration</b></p> <p>1. Subject to the provisions of this article, parties may provide by agreement evidenced in writing that any dispute that may arise relating to carriage of goods under this Convention shall be referred to arbitration.</p> <p>2. Where a charter-party contains a provision that disputes arising thereunder shall be referred to arbitration and a bill of lading issued pursuant to the charterparty does not contain a special annotation providing that such provision shall be binding upon the holder of the bill of lading, the carrier may not invoke such provision as against a holder having acquired the bill of lading in good faith.</p>	<p>ticle, an agreement made by the parties after a claim has arisen, which designates the place where the plaintiff may institute an action, shall be effective.</p> <p>4.(a) Where an action has been instituted in accordance with the provisions of this article or where judgement in such an action has been delivered, no new action shall be instituted between the same parties on the same grounds unless the judgement in the first action is not enforceable in the country in which the new proceedings are instituted;</p> <p>(b) For the purposes of this article neither the institution of measures to obtain enforcement of a judgement nor the removal of an action to a different court within the same country shall be considered as the starting of a new action</p> <p><b>Article 27-Arbitration</b></p> <p>1. Subject to the provisions of this article, parties may provide by agreement evidenced in writing that any dispute that may arise relating to international multimodal transport under this Convention shall be referred to arbitration.</p> <p>2. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:</p> <p>(a) A place in a State within whose territory is situated:</p> <p>(i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or</p> <p>(ii) The place where the multimodal transport contract was made, provided</p>



*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>been entered by such a court or tribunal no new action shall be started between the same parties on the same grounds unless the judgement of the court or tribunal before which the first action was brought is not enforceable in the country in which the fresh proceedings are brought.</p> <p>3. When a judgement entered by a court or tribunal of a contracting country in any such action as is referred to in paragraph 1 of this article has become enforceable in that country, it shall also become enforceable in each of the other contracting States, as soon as the formalities required in the country concerned have been complied with. These formalities shall not permit the merits of the case to be reopened.</p> <p>4. The provisions of paragraph 3 of this article shall apply to judgements after trial, judgements by default and settlements con-</p>				<p>mercial agreement.</p> <p>3. For the purposes of paragraph 2,</p> <p>(a) "commercial agreement" means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;</p> <p>(b) "principal and permanent residence" means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.</p> <p>4. Questions of procedure shall be governed by the law of the court seised of the case.</p> <p><b>Article 34-Arbitration</b></p> <p>7. Subject to the provisions of this article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Convention shall be settled by arbitration. Such agreement shall be in writing.</p> <p>2. The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in article 33.</p> <p>3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.</p> <p>4. The provisions of paragraphs 2 and 3 of this article shall be</p>

*UNCITRAL Draft Instrument on the Carriage of Goods by Sea*

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL
		<p>3. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:</p> <p>(a) A place in a State within whose territory is situated:</p> <p>(i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or</p> <p>(ii) The place where the contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or</p> <p>(iii) The port of loading or the port of discharge; or</p> <p>(b) Any place designated for that purpose in the arbitration clause or agreement.</p> <p>4. The arbitrator or arbitration tribunal shall apply the rules of this Convention.</p> <p>5. The provisions of paragraph 3 and 4 of this article are deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith is null and void.</p> <p>6. Nothing in this article affects the validity of an agreement relating to arbitration made by the parties after the claim under the contract of carriage by sea has arisen.</p> <p style="text-align: right;">■</p>	<p>that the defendant has there a place of business, branch or agency through which the contract was made; or (iii) The place of taking the goods in charge for international multimodal transport or the place of delivery; or</p> <p>(b) Any other place designated for that purpose in the arbitration clause or agreement.</p> <p>3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.</p> <p>4. The provisions of paragraphs 2 and 3 of this article shall be deemed to be part of every arbitration clause or agreement and any term of such clause or agreement which is inconsistent therewith shall be null and void.</p> <p>5. Nothing in this article shall affect the validity of an agreement on arbitration made by the parties after the claim relating to the international multimodal transport has arisen.</p> <p style="text-align: right;">■</p>

OTHER CONVENTIONS

Article 25 - Other Convention

Article 30 - Other Convention

*Comparative Tables*

CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>firmed by an order of the court, but shall not apply to interim judgements or to awards of damages, in addition to costs against a plaintiff who wholly or partly fails in his action.</p> <p>5. Security for costs shall not be required in proceedings arising out of carriage under this Convention from nationals of contracting countries resident or having their place of business in one of those countries. ■</p>				<p>deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be null and void. ■</p>

PART III

**Status of ratifications to  
Maritime Conventions**

**Etat des ratifications  
aux conventions de Droit Maritime**

**ETAT DES  
RATIFICATIONS ET ADHESIONS  
AUX CONVENTIONS INTERNATIONALES  
DE DROIT MARITIME DE BRUXELLES**

(Information communiquée par le Ministère des Affaires Etrangères,  
du Commerce Extérieur et de la Coopération au Développement  
de Belgique, dépositaire des Conventions).

*Notes de l'éditeur*

(1) - Les dates mentionnées sont les dates du dépôt des instruments. L'indication (r) signifie ratification, (a) adhésion.

(2) - Les Etats dont le nom est suivi par un astérisque ont fait des réserves. Un résumé du texte de ces réserves est publié après la liste des ratifications de chaque Convention.

(3) - Les dates mentionnées pour la dénonciation sont les dates à lesquelles la dénonciation prend effet.



**STATUS OF THE  
RATIFICATIONS OF AND ACCESSIONS  
TO THE BRUSSELS INTERNATIONAL MARITIME  
LAW CONVENTIONS**

(Information provided by the Ministère des Affaires Etrangères,  
du Commerce Extérieur et de la Coopération au Développement de Belgique,  
depository of the Conventions).

*Editor's notes:*

(1) - The dates mentioned are the dates of the deposit of instruments. The indication (r) stands for ratification, (a) for accession.

(2) - The States whose names are followed by an asterisk have made reservations. The text of such reservations is published, in a summary form, at the end of the list of ratifications of each convention.

(3) - The dates mentioned in respect of the denunciation are the dates when the denunciation takes effect.

**Convention internationale pour  
l'unification de certaines  
règles en matière  
d'Abordage  
et protocole de signature**

Bruxelles, le 23 septembre 1910  
Entrée en vigueur: 1er mars 1913

**International convention  
for the unification of certain  
rules of law relating to  
Collision between vessels  
and protocol of signature**

Brussels, 23rd September, 1910  
Entered into force: 1 March 1913

*(Translation)*

<b>Angola</b>	<b>(a)</b>	20.VII.1914
<b>Antigua and Barbuda</b>	<b>(a)</b>	1.II.1913
<b>Argentina</b>	<b>(a)</b>	28.II.1922
<b>Australia</b>	<b>(a)</b>	9.IX.1930
<b>Norfolk Island</b>	<b>(a)</b>	1.II.1913
<b>Austria</b>	<b>(r)</b>	1.II.1913
<b>Bahamas</b>	<b>(a)</b>	3.II.1913
<b>Belize</b>	<b>(a)</b>	3.II.1913
<b>Barbados</b>	<b>(a)</b>	1.II.1913
<b>Belgium</b>	<b>(r)</b>	1.II.1913
<b>Brazil</b>	<b>(r)</b>	31.XII.1913
<b>Canada</b>	<b>(a)</b>	25.IX.1914
<b>Cape Verde</b>	<b>(a)</b>	20.VII.1914
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(a)</b>	1.II.1913
<b>Macao<sup>(2)</sup></b>	<b>(r)</b>	25.XII.1913
<b>Cyprus</b>	<b>(a)</b>	1.II.1913
<b>Croatia</b>	<b>(a)</b>	8.X.1991
<b>Denmark</b>	<b>(r)</b>	18.VI.1913
<b>Dominican Republic</b>	<b>(a)</b>	1.II.1913
<b>Egypt</b>	<b>(a)</b>	29.XI.1943
<b>Estonia</b>	<b>(a)</b>	15.V.1929
<b>Fiji</b>	<b>(a)</b>	1.II.1913
<b>Finland</b>	<b>(a)</b>	17.VII.1923

(1) With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Collision Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

(2) With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Collision Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

*Abordage 1910**Collision 1910*

<b>France</b>	<b>(r)</b>	1.II.1913
<b>Gambia</b>	<b>(a)</b>	1.II.1913
<b>Germany</b>	<b>(r)</b>	1.II.1913
<b>Ghana</b>	<b>(a)</b>	1.II.1913
<b>Goa</b>	<b>(a)</b>	20.VII.1914
<b>Greece</b>	<b>(r)</b>	29.IX.1913
<b>Grenada</b>	<b>(a)</b>	1.II.1913
<b>Guinea-Bissau</b>	<b>(a)</b>	20.VII.1914
<b>Guyana</b>	<b>(a)</b>	1.II.1913
<b>Haiti</b>	<b>(a)</b>	18.VIII.1951
<b>Hungary</b>	<b>(r)</b>	1.II.1913
<b>India</b>	<b>(a)</b>	1.II.1913
<b>Iran</b>	<b>(a)</b>	26.IV.1966
<b>Ireland</b>	<b>(r)</b>	1.II.1913
<b>Italy</b>	<b>(r)</b>	2.VI.1913
<b>Jamaica</b>	<b>(a)</b>	1.II.1913
<b>Japan</b>	<b>(r)</b>	12.I.1914
<b>Kenya</b>	<b>(a)</b>	1.II.1913
<b>Kiribati</b>	<b>(a)</b>	1.II.1913
<b>Latvia</b>	<b>(a)</b>	2.VIII.1932
<b>Luxembourg</b>	<b>(a)</b>	22.IV.1991
<b>Libyan Arab Jamahiriya</b>	<b>(a)</b>	9.XI.1934
<b>Macao</b>	<b>(a)</b>	20.VII.1914
<b>Madagascar</b>	<b>(r)</b>	1.II.1913
<b>Malaysia</b>	<b>(a)</b>	1.II.1913
<b>Malta</b>	<b>(a)</b>	1.II.1913
<b>Mauritius</b>	<b>(a)</b>	1.II.1913
<b>Mexico</b>	<b>(r)</b>	1.II.1913
<b>Mozambique</b>	<b>(a)</b>	20.VII.1914
<b>Netherlands</b>	<b>(r)</b>	1.II.1913
<b>Newfoundland</b>	<b>(a)</b>	11.III.1914
<b>New Zealand</b>	<b>(a)</b>	19.V.1913
<b>Nicaragua</b>	<b>(r)</b>	18.VII.1913
<b>Nigeria</b>	<b>(a)</b>	1.II.1913
<b>Norway</b>	<b>(r)</b>	12.XI.1913
<b>Papua New Guinea</b>	<b>(a)</b>	1.II.1913
<b>Paraguay</b>	<b>(a)</b>	22.XI.1967
<b>Poland</b>	<b>(a)</b>	2.VI.1922
<b>Portugal</b>	<b>(r)</b>	25.XII.1913
<b>Romania</b>	<b>(r)</b>	1.II.1913
<b>Russian Federation<sup>(3)</sup></b>	<b>(r)</b>	10.VII.1936
<b>Saint Kitts and Nevis</b>	<b>(a)</b>	1.II.1913

<sup>(3)</sup> Pursuant to a notification of the Ministry of foreign affairs of the Russian Federation dated 13th January 1992, the Russian Federation is now a party to all treaties to which the U.S.S.R. was a party. Russia had ratified the convention on the 1st February 1913.

*Abordage 1910**Assistance et sauvetage 1910*

<b>Saint Lucia</b>	<b>(a)</b>	3.III.1913
<b>Saint Vincent and the Grenadines</b>	<b>(a)</b>	1.II.1913
<b>Solomon Islands</b>	<b>(a)</b>	1.II.1913
<b>Sao Tome and Principe</b>	<b>(a)</b>	20.VII.1914
<b>Seychelles</b>	<b>(a)</b>	1.II.1913
<b>Sierra Leone</b>	<b>(a)</b>	1.II.1913
<b>Singapore</b>	<b>(a)</b>	1.II.1913
<b>Slovenia</b>	<b>(a)</b>	16.XI.1993
<b>Somalia</b>	<b>(a)</b>	1.II.1913
<b>Spain</b>	<b>(a)</b>	17.XI.1923
<b>Sri-Lanka</b>	<b>(a)</b>	1.II.1913
<b>Sweden</b>	<b>(r)</b>	12.XI.1913
<i>(denunciation 19 December 1995)</i>		
<b>Switzerland</b>	<b>(a)</b>	28.V.1954
<b>Timor</b>	<b>(a)</b>	20.VII.1914
<b>Tonga</b>	<b>(a)</b>	13.VI.1978
<b>Trinidad and Tobago</b>	<b>(a)</b>	1.II.1913
<b>Turkey</b>	<b>(a)</b>	4.VII.1913
<b>Tuvalu</b>	<b>(a)</b>	1.II.1913
<b>United Kingdom</b>	<b>(r)</b>	1.II.1913
<b>Jersey, Guernsey, Isle of Man, Anguilla, Bermuda, Gibraltar, Falkland Islands and Dependencies, Cayman Islands, British Virgin Islands, Montserrat, Caicos &amp; Turks Islands.</b>		
<b>Saint Helena, Wei-Hai-Wei</b>	<b>(a)</b>	1.II.1913
<b>Uruguay</b>	<b>(a)</b>	21.VII.1915
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

**Convention internationale  
pour l'unification de certaines  
règles en matière**

**d'Assistance et de sauvetage  
maritimes  
et protocole de signature**

Bruxelles, le 23 septembre 1910  
Entrée en vigueur: 1 mars 1913

**International convention  
for the unification of  
certain rules of law  
relating to**

**Assistance and salvage at  
sea  
and protocol of signature**

Brussels, 23rd September, 1910  
Entered into force: 1 March 1913

*(Translation)*

<b>Algeria</b>	<b>(a)</b>	13.IV.1964
<b>Angola</b>	<b>(a)</b>	20.VII.1914
<b>Antigua and Barbuda</b>	<b>(a)</b>	1.II.1913

*Assistance et sauvetage 1910**Assistance and salvage 1910*

<b>Argentina</b>	<b>(a)</b>	28.II.1922
<b>Australia</b>	<b>(a)</b>	9.IX.1930
<b>Norfolk Island</b>	<b>(a)</b>	1.II.1913
<b>Austria</b>	<b>(r)</b>	1.II.1913
<b>Bahamas</b>	<b>(a)</b>	1.II.1913
<b>Barbados</b>	<b>(a)</b>	1.II.1913
<b>Belgium</b>	<b>(r)</b>	1.II.1913
<b>Belize</b>	<b>(a)</b>	1.II.1913
<b>Brazil</b>	<b>(r)</b>	31.XII.1913
<b>Canada</b>	<b>(a)</b>	25.IX.1914
<i>(denunciation 22.XI.1994)</i>		
<b>Cape Verde</b>	<b>(a)</b>	20.VII.1914
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(a)</b>	1.II.1913
<b>Macao<sup>(2)</sup></b>	<b>(r)</b>	25.VII.1913
<b>Cyprus</b>	<b>(a)</b>	1.II.1913
<b>Croatia</b>	<b>(a)</b>	8.X.1991
<i>(denunciation 16.III.2000)</i>		
<b>Denmark</b>	<b>(r)</b>	18.VI.1913
<b>Dominican Republic</b>	<b>(a)</b>	23.VII.1958
<b>Egypt</b>	<b>(a)</b>	19.XI.1943
<b>Fiji</b>	<b>(a)</b>	1.II.1913
<b>Finland</b>	<b>(a)</b>	17.VII.1923
<b>France</b>	<b>(r)</b>	1.II.1913
<b>Gambia</b>	<b>(a)</b>	1.II.1913
<b>Germany</b>	<b>(r)</b>	1.II.1913
<b>Ghana</b>	<b>(a)</b>	1.II.1913
<b>Goa</b>	<b>(a)</b>	20.VII.1914
<b>Greece</b>	<b>(r)</b>	15.X.1913
<b>Grenada</b>	<b>(a)</b>	1.II.1913
<b>Guinea-Bissau</b>	<b>(a)</b>	20.VII.1914
<b>Guyana</b>	<b>(a)</b>	1.II.1913

<sup>(1)</sup> With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

<sup>(2)</sup> With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Salvage Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

*Assistance et sauvetage 1910**Assistance and salvage 1910*

<b>Haiti</b>	<b>(a)</b>	18.VIII.1951
<b>Hungary</b>	<b>(r)</b>	1.II.1913
<b>India</b>	<b>(a)</b>	1.II.1913
<b>Iran</b>	<b>(a)</b>	26.IV.1966
<i>(denunciation 11.VII.2000)</i>		
<b>Ireland</b>	<b>(r)</b>	1.II.1913
<b>Italy</b>	<b>(r)</b>	2.VI.1913
<b>Jamaica</b>	<b>(a)</b>	1.II.1913
<b>Japan</b>	<b>(r)</b>	12.I.1914
<b>Kenya</b>	<b>(a)</b>	1.II.1913
<b>Kiribati</b>	<b>(a)</b>	1.II.1913
<b>Latvia</b>	<b>(a)</b>	2.VIII.1932
<b>Luxembourg</b>	<b>(a)</b>	22.IV.1991
<b>Malaysia</b>	<b>(a)</b>	1.II.1913
<b>Madagascar</b>	<b>(r)</b>	1.II.1913
<b>Mauritius</b>	<b>(a)</b>	1.II.1913
<b>Mexico</b>	<b>(r)</b>	1.II.1913
<b>Mozambique</b>	<b>(a)</b>	20.VII.1914
<b>Netherlands</b>	<b>(r)</b>	1.II.1913
<b>Newfoundland</b>	<b>(a)</b>	12.XI.1913
<b>New Zealand</b>	<b>(a)</b>	19.V.1913
<b>Nigeria</b>	<b>(a)</b>	1.II.1913
<b>Norway</b>	<b>(r)</b>	12.XI.1913
<i>(denunciation 9.XII.1996)</i>		
<b>Oman</b>	<b>(a)</b>	21.VIII.1975
<b>Papua - New Guinea</b>	<b>(a)</b>	1.II.1913
<b>Paraguay</b>	<b>(a)</b>	22.XI.1967
<b>Poland</b>	<b>(a)</b>	15.X.1921
<b>Portugal</b>	<b>(r)</b>	25.VII.1913
<b>Romania</b>	<b>(r)</b>	1.II.1913
<b>Russian Federation</b>	<b>(a)</b>	10.VII.1936
<b>Saint Kitts and Nevis</b>	<b>(a)</b>	1.II.1913
<b>Saint Lucia</b>	<b>(a)</b>	3.III.1913
<b>Saint Vincent and the Grenadines</b>	<b>(a)</b>	1.II.1913
<b>Solomon Islands</b>	<b>(a)</b>	1.II.1913
<b>Sao Tomé and Príncipe</b>	<b>(a)</b>	20.VII.1914
<b>Seychelles</b>	<b>(a)</b>	1.II.1913
<b>Sierra Leone</b>	<b>(a)</b>	1.II.1913
<b>Singapore</b>	<b>(a)</b>	1.II.1913
<b>Slovenia</b>	<b>(a)</b>	13.X.1993
<b>Somalia</b>	<b>(a)</b>	1.II.1913
<b>Spain</b>	<b>(a)</b>	17.XI.1923
<b>Sri Lanka</b>	<b>(a)</b>	1.II.1913
<b>Sweden</b>	<b>(r)</b>	12.XI.1913
<b>Switzerland</b>	<b>(a)</b>	28.V.1954
<b>Syrian Arab Republic</b>	<b>(a)</b>	1.VIII.1974

*Assistance et sauvetage 1910**Assistance and salvage - Protocole 1967*

<b>Timor</b>	<b>(a)</b>	20.VII.1914
<b>Tonga</b>	<b>(a)</b>	13.VI.1978
<b>Trinidad and Tobago</b>	<b>(a)</b>	1.II.1913
<b>Turkey</b>	<b>(a)</b>	4.VII.1955
<b>Tuvalu</b>	<b>(a)</b>	1.II.1913
<b>United Kingdom <sup>(3)</sup></b>	<b>(r)</b>	1.II.1913
<b>Anguilla, Bermuda, Gibraltar, Falkland Islands and Dependencies, British Virgin Islands, Montserrat, Turks &amp; Caicos Islands, Saint Helena</b>	<b>(a)</b>	1.II.1913
<i>(denunciation 12.XII.1994 effective also for Falkland Islands, Montserrat, South Georgia and South Sandwich Islands)</i>		
<b>United States of America</b>	<b>(r)</b>	1.II.1913
<b>Uruguay</b>	<b>(a)</b>	21.VII.1915
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

**Protocole portant modification  
de la convention internationale  
pour l'unification de  
certaines règles en matière  
d'Assistance et de sauvetage  
maritimes**

**Signée a Bruxelles, le 23  
septembre 1910**

Bruxelles, 27 mai 1967  
Entré en vigueur: 15 août 1977

**Protocol to amend  
the international convention for  
the unification of certain  
rules of law relating to  
Assistance and salvage at  
sea**

**Signed at Brussels on 23rd  
September, 1910**

Brussels, 27th May 1967  
Entered into force: 15 August 1977

<b>Austria</b>	<b>(r)</b>	4.IV.1974
<b>Belgium</b>	<b>(r)</b>	11.IV.1973
<b>Brazil</b>	<b>(r)</b>	8.XI.1982
<b>Croatia</b>	<b>(r)</b>	8.X.1991
<i>(denunciation 16.III.2000)</i>		
<b>Egypt</b>	<b>(r)</b>	15.VII.1977
<b>Jersey, Guernsey &amp; Isle of Man</b>	<b>(a)</b>	22.VI.1977
<b>Papua New Guinea</b>	<b>(a)</b>	14.X.1980
<b>Slovenia</b>	<b>(a)</b>	13.X.1993
<b>Syrian Arab Republic</b>	<b>(a)</b>	1.VIII.1974
<b>United Kingdom</b>	<b>(r)</b>	9.IX.1974

<sup>(3)</sup> Including Jersey, Guernsey and Isle of Man.

*Limitation de responsabilité 1924**Limitation of liability 1924*

**Convention internationale pour  
l'unification de certaines  
règles concernant la  
Limitation de la responsabilité  
des propriétaires  
de navires de mer  
et protocole de signature**

Bruxelles, 25 août 1924  
Entrée en vigueur: 2 juin 1931

**International convention for  
the unification of certain  
rules relating to the  
Limitation of the liability  
of owners  
of sea-going vessels  
and protocol of signature**

Brussels, 25th August 1924  
Entered into force: 2 June 1931

<b>Belgium</b>	(r)	2.VI.1930
<b>Brazil</b>	(r)	28.IV.1931
<b>Denmark</b> (denunciation - 30.VI.1983)	(r)	2.VI.1930
<b>Dominican Republic</b>	(a)	23.VII.1958
<b>Finland</b> (denunciation - 30.VI.1983)	(a)	12.VII.1934
<b>France</b> (denunciation - 26.X.1976)	(r)	23.VIII.1935
<b>Hungary</b>	(r)	2.VI.1930
<b>Madagascar</b>	(r)	12.VIII.1935
<b>Monaco</b> (denunciation - 24.I.1977)	(r)	15.V.1931
<b>Norway</b> (denunciation - 30.VI.1963)	(r)	10.X.1933
<b>Poland</b>	(r)	26.X.1936
<b>Portugal</b>	(r)	2.VI.1930
<b>Spain</b>	(r)	2.VI.1930
<b>Sweden</b> (denunciation - 30.VI.1963)	(r)	1.VII.1938
<b>Turkey</b>	(a)	4.VII.1955



**Convention internationale pour  
l'unification de certaines  
règles en matière de  
Connaissance  
et protocole de signature  
"Règles de La Haye 1924"**

Bruxelles, le 25 août 1924  
Entrée en vigueur: 2 juin 1931

**International convention for  
the unification of certain  
rules of law relating to  
Bills of lading  
and protocol of signature  
"Hague Rules 1924"**

Brussels, 25 August 1924  
Entered into force: 2 June 1931

*(Translation)*

<b>Algeria</b>	<b>(a)</b>	13.IV.1964
<b>Angola</b>	<b>(a)</b>	2.II.1952
<b>Antigua and Barbuda</b>	<b>(a)</b>	2.XII.1930
<b>Argentina</b>	<b>(a)</b>	19.IV.1961
<b>Australia*</b>	<b>(a)</b>	4.VII.1955
<i>(denunciation - 16.VII.1993)</i>		
<b>Norfolk</b>	<b>(a)</b>	4. VII.1955
<b>Bahamas</b>	<b>(a)</b>	2.XII.1930
<b>Barbados</b>	<b>(a)</b>	2.XII.1930
<b>Belgium</b>	<b>(r)</b>	2. VI.1930
<b>Belize</b>	<b>(a)</b>	2.XI.1930
<b>Bolivia</b>	<b>(a)</b>	28.V.1982
<b>Cameroon</b>	<b>(a)</b>	2.XII.1930
<b>Cape Verde</b>	<b>(a)</b>	2.II.1952
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(a)</b>	2.XII.1930
<b>Macao<sup>(2)</sup></b>	<b>(r)</b>	2.II.1952
<b>Cyprus</b>	<b>(a)</b>	2.XII.1930
<b>Croatia</b>	<b>(r)</b>	8.X.1991
<b>Cuba*</b>	<b>(a)</b>	25.VII.1977

<sup>(1)</sup> With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

<sup>(2)</sup> With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

<b>Denmark*</b>	(a)	I.VII.1938
<i>(denunciation – 1.III.1984)</i>		
<b>Dominican Republic</b>	(a)	2.XII.1930
<b>Ecuador</b>	(a)	23.III.1977
<b>Egypt</b>	(a)	29.XI.1943
<i>(denunciation – 1.XI.1997)</i>		
<b>Fiji</b>	(a)	2.XII.1930
<b>Finland</b>	(a)	1.VII.1939
<i>(denunciation – 1.III.1984)</i>		
<b>France*</b>	(r)	4.I.1937
<b>Gambia</b>	(a)	2.XII.1930
<b>Germany</b>	(r)	1.VII.1939
<b>Ghana</b>	(a)	2.XII.1930
<b>Goa</b>	(a)	2.II.1952
<b>Greece</b>	(a)	23.III.1993
<b>Grenada</b>	(a)	2.XII.1930
<b>Guyana</b>	(a)	2.XII.1930
<b>Guinea-Bissau</b>	(a)	2.II.1952
<b>Hungary</b>	(r)	2.VI.1930
<b>Iran</b>	(a)	26.IV.1966
<b>Ireland*</b>	(a)	30.I.1962
<b>Israel</b>	(a)	5.IX.1959
<b>Italy</b>	(r)	7.X.1938
<i>(denunciation – 22.XI.1984)</i>		
<b>Ivory Coast*</b>	(a)	15.XII.1961
<b>Jamaica</b>	(a)	2.XII.1930
<b>Japan*</b>	(r)	1.VII.1957
<i>(denunciation – 1.VI.1992)</i>		
<b>Kenya</b>	(a)	2.XII.1930
<b>Kiribati</b>	(a)	2.XII.1930
<b>Kuwait*</b>	(a)	25.VII.1969
<b>Lebanon</b>	(a)	19.VII.1975
<i>(denunciation – 1.XI.1997)</i>		
<b>Malaysia</b>	(a)	2.XII.1930
<b>Madagascar</b>	(a)	13.VII.1965
<b>Mauritius</b>	(a)	24.VIII.1970
<b>Monaco</b>	(a)	15.V.1931
<b>Mozambique</b>	(a)	2.II.1952
<b>Nauru*</b>	(a)	4.VII.1955
<b>Netherlands*</b>	(a)	18.VIII.1956
<i>(denunciation – 26.IV.1982)</i>		
<b>Nigeria</b>	(a)	2.XII.1930
<b>Norway</b>	(a)	1.VII.1938
<i>(denunciation – 1.III.1984)</i>		
<b>Papua New Guinea*</b>	(a)	4.VII.1955
<b>Paraguay</b>	(a)	22.XI.1967
<b>Peru</b>	(a)	29.X.1964

<b>Poland</b>	(r)	4.VIII.1937
<b>Portugal</b>	(a)	24.XII.1931
<b>Romania</b>	(r)	4.VIII.1937
<i>(denunciation – 18.III.2002)</i>		
<b>Sao Tomé and Principe</b>	(a)	2.II.1952
<b>Sarawak</b>	(a)	3.XI.1931
<b>Senegal</b>	(a)	14.II.1978
<b>Seychelles</b>	(a)	2.XII.1930
<b>Sierra-Leone</b>	(a)	2.XII.1930
<b>Singapore</b>	(a)	2.XII.1930
<b>Slovenia</b>	(a)	25.VI.1991
<b>Solomon Islands</b>	(a)	2.XII.1930
<b>Somalia</b>	(a)	2.XII.1930
<b>Spain</b>	(r)	2.VI.1930
<b>Sri-Lanka</b>	(a)	2.XII.1930
<b>St. Kitts and Nevis</b>	(a)	2.XII.1930
<b>St. Lucia</b>	(a)	2.XII.1930
<b>St. Vincent and the Grenadines</b>	(a)	2.XII.1930
<b>Sweden</b>	(a)	1.VII.1938
<i>(denunciation – 1.III.1984)</i>		
<b>Switzerland*</b>	(a)	28.V.1954
<b>Syrian Arab Republic</b>	(a)	1.VIII.1974
<b>Tanzania (United Republic of)</b>	(a)	3.XII.1962
<b>Timor</b>	(a)	2.II.1952
<b>Tonga</b>	(a)	2.XII.1930
<b>Trinidad and Tobago</b>	(a)	2.XII.1930
<b>Turkey</b>	(a)	4.VII.1955
<b>Tuvalu</b>	(a)	2.XII.1930
<b>United Kingdom of Great Britain and Northern Ireland (including Jersey and Isle of Man)*</b>	(r)	2.VI.1930
<i>(denunciation – 13.VI.1977)</i>		
<b>Gibraltar</b>	(a)	2.XII.1930
<i>(denunciation – 22.IX.1977)</i>		
<b>Bermuda, Falkland Islands and dependencies, Turks &amp; Caicos Islands, Cayman Islands, British Virgin Islands, Montserrat, British Antarctic Territories.</b>		
<i>(denunciation 20.X.1983)</i>		
<b>Anguilla</b>	(a)	2.XII.1930
<b>Ascension, Saint Helène and Dependencies</b>	(a)	3.XI.1931
<b>United States of America*</b>	(r)	29.VI.1937
<b>Zaire</b>	(a)	17.VII.1967

## Reservations

### Australia

a) The Commonwealth of Australia reserves the right to exclude from the operation of legislation passed to give effect to the Convention the carriage of goods by sea which is not carriage in the course of trade or commerce with other countries or among the States of Australia.

b) The Commonwealth of Australia reserves the right to apply Article 6 of the Convention in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the last paragraph of that Article.

### Cuba

Le Gouvernement de Cuba se réserve le droit de ne pas appliquer les termes de la Convention au transport de marchandises en navigation de cabotage national.

### Denmark

...Cette adhésion est donnée sous la réserve que les autres Etats contractants ne soulèvent aucune objection à ce que l'application des dispositions de la Convention soit limitée de la manière suivante en ce qui concerne le Danemark:

1) La Loi sur la navigation danoise en date du 7 mai 1937 continuera à permettre que dans le cabotage national les connaissements et documents similaires soient émis conformément aux prescriptions de cette loi, sans que les dispositions de la Convention leur soient appliquées aux rapports du transporteur et du porteur du document déterminés par ces titres.

2) Sera considéré comme équivalent au cabotage national sous les rapports mentionnés au paragraphe 1) - au cas où une disposition serait édictée en ce sens en vertu de l'article 122, dernier alinéa, de la loi danoise sur la navigation - le transport maritime entre le Danemark et les autres Etats nordiques, dont les lois sur la navigation contiennent des dispositions analogues.

3) Les dispositions des Conventions internationales concernant le transport des voyageurs et des bagages et concernant le transport des marchandises par chemins de fer, signées à Rome, le 23 novembre 1933, ne seront pas affectées par cette Convention."

### Egypt

...Nous avons résolu d'adhérer par les présentes à la dite Convention, et promettons de concourir à son application. L'Egypte est, toutefois, d'avis que la Convention, dans sa totalité, ne s'applique pas au cabotage national. En conséquence, l'Egypte se réserve le droit de régler librement le cabotage national par sa propre législation...

### France

...En procédant à ce dépôt, l'Ambassadeur de France à Bruxelles déclare, conformément à l'article 13 de la Convention précitée, que l'acceptation que lui donne le Gouvernement Français ne s'applique à aucune des colonies, possessions, protectorats ou territoires d'outre-mer se trouvant sous sa souveraineté ou son autorité.

### Ireland

...Subject to the following declarations and reservations: 1. In relation to the carriage of goods by sea in ships carrying goods from any port in Ireland to any other port in Ireland or to a port in the United Kingdom, Ireland will apply Article 6 of the Convention as though the Article referred to goods of any class instead of to particular goods, and as though the proviso in the third paragraph of the said Article were omitted; 2. Ireland does not accept the provisions of the first paragraph of Article 9 of the Convention.

**Ivory Coast**

Le Gouvernement de la République de Côte d'Ivoire, en adhérant à ladite Convention précise que:

1) Pour l'application de l'article 9 de la Convention relatif à la valeur des unités monétaires employées, la limite de responsabilité est égale à la contre-valeur en francs CFA sur la base d'une livre or égale à deux livres sterling papier, au cours du change de l'arrivée du navire au port de déchargement.

2) Il se réserve le droit de réglementer par des dispositions particulières de la loi nationale le système de la limitation de responsabilité applicable aux transports maritimes entre deux ports de la république de Côte d'Ivoire.

**Japan**

*Statement at the time of signature, 25.8.1925.*

Au moment de procéder à la signature de la Convention Internationale pour l'unification de certaines règles en matière de connaissance, le soussigné, Plénipotentiaire du Japon, fait les réserves suivantes:

a) A l'article 4.

Le Japon se réserve jusqu'à nouvel ordre l'acceptation des dispositions du a) à l'alinéa 2 de l'article 4.

b) Le Japon est d'avis que la Convention dans sa totalité ne s'applique pas au cabotage national; par conséquent, il n'y aurait pas lieu d'en faire l'objet de dispositions au Protocole. Toutefois, s'il n'en pas ainsi, le Japon se réserve le droit de régler librement le cabotage national par sa propre législation.

*Statement at the time of ratification*

...Le Gouvernement du Japon déclare

1) qu'il se réserve l'application du premier paragraphe de l'article 9 de la Convention; 2) qu'il maintient la réserve b) formulée dans la Note annexée à la lettre de l'Ambassadeur du Japon à Monsieur le Ministre des Affaires étrangères de Belgique, du 25 août 1925, concernant le droit de régler librement le cabotage national par sa propre législation; et 3) qu'il retire la réserve a) de ladite Note, concernant les dispositions du a) à l'alinéa 2 de l'article 4 de la Convention.

**Kuwait**

Le montant maximum en cas de responsabilité pour perte ou dommage causé aux marchandises ou les concernant, dont question à l'article 4, paragraphe 5, est augmenté jusque £ 250 au lieu de £ 100.

*The above reservation has been rejected by France and Norway. The rejection of Norway has been withdrawn on 12 April 1974. By note of 30.3.1971, received by the Belgian Government on 30.4.1971 the Government of Kuwait stated that the amount of £ 250 must be replaced by Kuwait Dinars 250.*

**Nauru**

Reservations: a) the right to exclude from the operation of legislation passed to give effect to the Convention on the carriage of goods by sea which is not carriage in the course of trade or commerce with other countries or among the territory of Nauru; b) the right to apply Article 6 of the Convention in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the last paragraph of that Article.

**Netherlands**

...Désirant user de la faculté d'adhésion réservée aux Etats non-signataires par l'article 12 de la Convention internationale pour l'unification de certaines règles en matière de connaissance, avec Protocole de signature, conclue à Bruxelles, le 25 août 1924, nous avons résolu d'adhérer par les présentes, pour le Royaume en Europe, à ladite Convention, Protocole de signature, d'une manière définitive et promettons de

concourir à son application, tout en Nous réservant le droit, par prescription légale,

1) de préciser que dans les cas prévus par l'article 4, par. 2 de c) à p) de la Convention, le porteur du connaissance peut établir la faute personnelle du transporteur ou les fautes de ses préposés non couverts par l'article 4, par. 2 a) de la Convention;

2) d'appliquer, en ce qui concerne le cabotage national, l'article 6 à toutes les catégories de marchandises, sans tenir compte de la restriction figurant au dernier paragraphe dudit article, et sous réserve:

1) que l'adhésion à la Convention ait lieu en faisant exclusion du premier paragraphe de l'article 9 de la Convention;

2) que la loi néerlandaise puisse limiter les possibilités de fournir des preuves contraires contre le connaissance.

### Norway

...L'adhésion de la Norvège à la Convention internationale pour l'unification de certaines règles en matière de connaissance, signée à Bruxelles, le 25 août 1924, ainsi qu'au Protocole de signature y annexé, est donnée sous la réserve que les autres Etats contractants ne soulèvent aucune objection à ce que l'application des dispositions de la Convention soit limitée de la manière suivante en ce qui concerne la Norvège:

1) La loi sur la navigation norvégienne continuera à permettre que dans le cabotage national les connaissances et documents similaires soient émis conformément aux prescriptions de cette loi, sans que les dispositions de la Convention leur soient appliquées ou soient appliquées aux rapports du transporteur et du porteur du document déterminés par ces titres.

2) Sera considéré comme équivalent au cabotage national sous les rapports mentionnés au paragraphe 1) - au cas où une disposition serait édictée en ce sens en vertu de l'article 122, dernier alinéa, de la loi norvégienne sur la navigation - le transport maritime entre la Norvège et autres Etats nordiques, dont les lois sur la navigation contiennent des dispositions analogues.

3) Les dispositions des Conventions internationales concernant le transport des voyageurs et des bagages et concernant le transport des marchandises par chemins de fer, signées à Rome le 23 novembre 1933, ne seront pas affectées par cette Convention.

### Papua New Guinea

Reservations: a) the right to exclude from the operation of legislation passed to give effect to the Convention on the carriage of goods by sea which is not carriage in the course of trade or commerce with other countries or among the territories of Papua and New-Guinea; b) the right to apply Article 6 of the Convention in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the 1st paragraph of that Article.

### Switzerland

...Conformément à l'alinéa 2 du Protocole de signature, les Autorités fédérales se réservent de donner effet à cet acte international en introduisant dans la législation suisse les règles adoptées par la Convention sous une forme appropriée à cette législation.

### United Kingdom

...I Declare that His Britannic Majesty's Government adopt the last reservation in the additional Protocol of the Bills of Lading Convention. I Further Declare that my signature applies only to Great Britain and Northern Ireland. I reserve the right of each of the British Dominions, Colonies, Overseas Possessions and Protectorates, and of each of the territories over which his Britannic Majesty exercises a mandate to accede to this Convention under Article 13. "...In accordance with Article 13 of the above named Convention, I declare that the acceptance of the Convention given by His Britannic Majesty in the instrument of ratification deposited this day extends only to the United Kingdom of Great Britain and Northern Ireland and does not apply to any of His Majesty's Colonies or Protectorates, or territories under suzerainty or mandate.

**United States of America**

...*And whereas*, the Senate of the United States of America by their resolution of April 1 (legislative day March 13), 1935 (two-thirds of the Senators present concurring therein), did advise and consent to the ratification of the said convention and protocol of signature thereto, 'with the understanding, to be made a part of such ratification, that, not withstanding the provisions of Article 4, Section 5, and the first paragraph of Article 9 of the convention, neither the carrier nor the ship shall in any event be or become liable within the jurisdiction of the United States of America for any loss or damage to or in connection with goods in an amount exceeding 500.00 dollars, lawful money of the United States of America, per package or unit unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

*And whereas*, the Senate of the United States of America by their resolution of May 6, 1937 (two-thirds of the Senators present concurring therein), did add to and make a part of their aforesaid resolution of April 1, 1935, the following understanding: That should any conflict arise between the provisions of the Convention and the provisions of the Act of April 16, 1936, known as the 'Carriage of Goods by Sea Act', the provisions of said Act shall prevail:

*Now therefore*, be it known that I, Franklin D. Roosevelt, President of the United States of America, having seen and considered the said convention and protocol of signature, do hereby, in pursuance of the aforesaid advice and consent of the Senate, ratify and confirm the same and every article and clause thereof, subject to the two understandings hereinabove recited and made part of this ratification.

**Protocole portant modification de  
la Convention Internationale pour  
l'unification de certaines  
règles en matière de  
connaissance, signée à Bruxelles  
le 25 août 1924  
Règles de Visby**

Bruxelles, 23 février 1968  
Entrée en vigueur: 23 juin 1977

**Protocol to amend the  
International Convention for  
the unification of certain  
rules of law relating to  
bills of lading, signed at Brussels  
on 25 August 1924  
Visby Rules**

Brussels, 23rd February 1968  
Entered into force: 23 June, 1977

<b>Belgium</b>	<b>(r)</b>	6.IX.1978
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(r)</b>	1.XI.1980
<b>Croatia</b>	<b>(a)</b>	28.X.1998
<b>Denmark</b>	<b>(r)</b>	20.XI.1975

<sup>(1)</sup> With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Visby Protocol will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China. Reservations have been made by the Government of the People's Republic of China with respect to art. 3 of the Protocol.

<b>Ecuador</b>	<b>(a)</b>	23.III.1977
<b>Egypt*</b>	<b>(r)</b>	31.I.1983
<b>Finland</b>	<b>(r)</b>	1.XII.1984
<b>France</b>	<b>(r)</b>	10.VII.1977
<b>Georgia</b>	<b>(a)</b>	20.II.1996
<b>Greece</b>	<b>(a)</b>	23.III.1993
<b>Italy</b>	<b>(r)</b>	22.VIII.1985
<b>Lebanon</b>	<b>(a)</b>	19.VII.1975
<b>Netherlands*</b>	<b>(r)</b>	26.IV.1982
<b>Norway</b>	<b>(r)</b>	19.III.1974
<b>Poland*</b>	<b>(r)</b>	12.II.1980
<b>Russian Federation</b>	<b>(a)</b>	29.IV.1999
<b>Singapore</b>	<b>(a)</b>	25.IV.1972
<b>Sri-Lanka</b>	<b>(a)</b>	21.X.1981
<b>Sweden</b>	<b>(r)</b>	9.XII.1974
<b>Switzerland</b>	<b>(r)</b>	11.XII.1975
<b>Syrian Arab Republic</b>	<b>(a)</b>	1.VIII.1974
<b>Tonga</b>	<b>(a)</b>	13.VI.1978
<b>United Kingdom of Great Britain</b>	<b>(r)</b>	1.X.1976
<b>Bermuda</b>	<b>(a)</b>	1.XI.1980
<b>Gibraltar</b>	<b>(a)</b>	22.IX.1977
<b>Isle of Man</b>	<b>(a)</b>	1.X.1976
<b>British Antarctic Territories, Caimans, Caicos &amp; Turks Islands, Falklands Islands &amp; Dependencies, Montserrat, Virgin Islands (extension)</b>	<b>(a)</b>	20.X.1983

### Reservations

#### **Egypt Arab Republic**

La République Arabe d’Egypte déclare dans son instrument de ratification qu’elle ne se considère pas liée par l’article 8 dudit Protocole (cette déclaration est faite en vertu de l’article 9 du Protocole).

#### **Netherlands**

Ratification effectuée pour le Royaume en Europe. Le Gouvernement du Royaume des Pays-Bas se réserve le droit, par prescription légale, de préciser que dans les cas prévus par l’article 4, alinéa 2 de c) à p) de la Convention, le porteur du connaissance peut établir la faute personnelle du transporteur ou les fautes de ses préposés non couverts par le paragraphe a).

#### **Poland**

Confirmation des réserves faites lors de la signature, à savoir: “La République Populaire de Pologne ne se considère pas liée par l’article 8 du présent Protocole”.



*Protocole DTS**SDR Protocol*

**Protocole portant modification de la Convention Internationale pour l'unification de certaines règles en matière de connaissance telle qu'amendée par le Protocole de modification du 23 février 1968.**

**Protocole DTS**

Bruxelles, le 21 décembre 1979  
Entrée en vigueur: 14 février 1984

**Protocol to amend the International Convention for the unification of certain rules relating to bills of lading as modified by the Amending Protocol of 23rd February 1968.**

**SDR Protocol**

Brussels, 21st December 1979  
Entered into force: 14 February 1984

<b>Australia</b>	<b>(a)</b>	16.VII.1993
<b>Belgium</b>	<b>(r)</b>	7.IX.1983
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(a)</b>	20.X.1983
<b>Denmark</b>	<b>(a)</b>	3.XI.1983
<b>Finland</b>	<b>(r)</b>	1.XII.1984
<b>France</b>	<b>(r)</b>	18.XI.1986
<b>Georgia</b>	<b>(a)</b>	20.II.1996
<b>Greece</b>	<b>(a)</b>	23.III.1993
<b>Italy</b>	<b>(r)</b>	22.VIII.1985
<b>Japan</b>	<b>(r)</b>	1.III.1993
<b>Mexico</b>	<b>(a)</b>	20.V.1994
<b>Netherlands</b>	<b>(r)</b>	18.II.1986
<b>New Zealand</b>	<b>(a)</b>	20.XII.1994
<b>Norway</b>	<b>(r)</b>	1.XII.1983
<b>Poland*</b>	<b>(r)</b>	6.VII.1984
<b>Russian Federation</b>	<b>(a)</b>	29.IV.1999
<b>Spain</b>	<b>(r)</b>	6.I.1982
<b>Sweden</b>	<b>(r)</b>	14.XI.1983
<b>Switzerland*</b>	<b>(r)</b>	20.I.1988
<b>United Kingdom of Great-Britain and Northern Ireland</b>	<b>(r)</b>	2.III.1982
<b>Bermuda, British Antarctic Territories, Virgin Islands, Caimans, Falkland Islands &amp; Dependencies, Gibraltar, Isle of Man, Montserrat, Caicos &amp; Turks Island (extension)</b>	<b>(a)</b>	20.X.1983

<sup>(1)</sup> With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the SDR Protocol will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China. Reservations have been made by the Government of the People's Republic of China with respect to art. 8 of the Protocol.

### Reservations

#### Poland

Poland does not consider itself bound by art. III.

#### Switzerland

Le Conseil fédéral suisse déclare, en se référant à l'article 4, paragraphe 5, alinéa d) de la Convention internationale du 25 août 1924 pour l'unification de certaines règles en matière de connaissance, telle qu'amendée par le Protocole de modification du 23 février 1968, remplacé par l'article II du Protocole du 21 décembre 1979, que la Suisse calcule de la manière suivante la valeur, en droit de tirage spécial (DTS), de sa monnaie nationale:

La Banque nationale suisse (BNS) communique chaque jour au Fonds monétaire international (FMI) le cours moyen du dollar des Etats Unis d'Amérique sur le marché des changes de Zürich. La contrevaletur en francs suisses d'un DTS est déterminée d'après ce cours du dollar et le cours en dollars DTS, calculé par le FMI. Se fondant sur ces valeurs, la BNS calcule un cours moyen du DTS qu'elle publiera dans son Bulletin mensuel.

**Convention internationale pour  
l'unification de certaines  
règles relatives aux  
Privilèges et hypothèques  
maritimes  
et protocole de signature**

Bruxelles, 10 avril 1926  
entrée en vigueur: 2 juin 1931

**International convention  
for the unification of  
certain rules relating to  
Maritime liens and  
mortgages  
and protocol of signature**

Brussels, 10th April 1926  
entered into force: 2 June 1931

(Translation)

<b>Algeria</b>	<b>(a)</b>	13.IV.1964
<b>Argentina</b>	<b>(a)</b>	19.IV.1961
<b>Belgium</b>	<b>(r)</b>	2.VI.1930
<b>Brazil</b>	<b>(r)</b>	28.IV.1931
<b>Cuba*</b>	<b>(a)</b>	21.XI.1983
<b>Denmark</b>	<b>(r)</b>	
<i>(denunciation – 1.III.1965)</i>		
<b>Estonia</b>	<b>(r)</b>	2.VI.1930
<b>Finland</b>	<b>(a)</b>	12.VII.1934
<i>(denunciation – 1.III.1965)</i>		
<b>France</b>	<b>(r)</b>	23.VIII.1935
<b>Haiti</b>	<b>(a)</b>	19.III.1965
<b>Hungary</b>	<b>(r)</b>	2.VI.1930
<b>Iran</b>	<b>(a)</b>	8.IX.1966
<b>Italy*</b>	<b>(r)</b>	7.XII.1949
<b>Lebanon</b>	<b>(a)</b>	18.III.1969
<b>Luxembourg</b>	<b>(a)</b>	18.II.1991

*Maritime liens and mortgages 1926**Immunity 1926*

<b>Madagascar</b>	<b>(r)</b>	23.VIII.1935
<b>Monaco</b>	<b>(a)</b>	15.V.1931
<b>Norway</b>	<b>(r)</b>	10.X.1933
<i>(denunciation – 1.III.1965)</i>		
<b>Poland</b>	<b>(r)</b>	26.X.1936
<b>Portugal</b>	<b>(a)</b>	24.XII.1931
<b>Romania</b>	<b>(r)</b>	4.VIII.1937
<b>Spain</b>	<b>(r)</b>	2.VI.1930
<b>Switzerland</b>	<b>(a)</b>	28.V.1954
<b>Sweden</b>	<b>(r)</b>	1.VII.1938
<i>(denunciation – 1.III.1965)</i>		
<b>Syrian Arab Republic</b>	<b>(a)</b>	14.II.1951
<b>Turkey</b>	<b>(a)</b>	4.VII.1955
<b>Uruguay</b>	<b>(a)</b>	15.IX.1970
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

**Reservations****Cuba**

*(Traduction)* L'instrument d'adhésion contient une déclaration relative à l'article 19 de la Convention.

**Italy**

*(Traduction)* L'Etat italien se réserve la faculté de ne pas conformer son droit interne à la susdite Convention sur les points où ce droit établit actuellement:

– l'extension des privilèges dont question à l'art. 2 de la Convention, également aux dépendances du navire, au lieu qu'aux seuls accessoires tels qu'ils sont indiqués à l'art. 4;

– la prise de rang, après la seconde catégorie de privilèges prévus par l'art. 2 de la Convention, des privilèges qui couvrent les créances pour les sommes avancées par l'Administration de la Marine Marchande ou de la Navigation intérieure, ou bien par l'Autorité consulaire, pour l'entretien et le rapatriement des membres de l'équipage.

**Convention internationale pour  
l'unification de certaines règles  
concernant les**

**Immunités des navires  
d'Etat**

Bruxelles, 10 avril 1926  
**et protocole additionnel**

Bruxelles, 24 mai 1934  
Entrée en vigueur: 8 janvier 1937

**International convention for the  
unification of certain rules  
concerning the**

**Immunity of State-owned  
ships**

Brussels, 10th April 1926  
**and additional protocol**

Brussels, May 24th 1934  
Entered into force: 8 January 1937

*(Translation)*

<b>Argentina</b>	<b>(a)</b>	19.IV.1961
<b>Belgium</b>	<b>(r)</b>	8.I.1936

<b>Brazil</b>	<b>(r)</b>	8.I.1936
<b>Chile</b>	<b>(r)</b>	8.I.1936
<b>Cyprus</b>	<b>(a)</b>	19.VII.1988
<b>Denmark</b>	<b>(r)</b>	16.XI.1950
<b>Estonia</b>	<b>(r)</b>	8.I.1936
<b>France</b>	<b>(r)</b>	27.VII.1955
<b>Germany</b>	<b>(r)</b>	27.VI.1936
<b>Greece</b>	<b>(a)</b>	19.V.1951
<b>Hungary</b>	<b>(r)</b>	8.I.1936
<b>Italy</b>	<b>(r)</b>	27.I.1937
<b>Luxembourg</b>	<b>(a)</b>	18.II.1991
<b>Libyan Arab Jamahiriya</b>	<b>(r)</b>	27.I.1937
<b>Madagascar</b>	<b>(r)</b>	27.I.1955
<b>Netherlands</b>	<b>(r)</b>	8.VII.1936
<b>Curaçao, Dutch Indies</b>		
<b>Norway</b>	<b>(r)</b>	25.IV.1939
<b>Poland</b>	<b>(r)</b>	16.VII.1976
<b>Portugal</b>	<b>(r)</b>	27.VI.1938
<b>Romania</b>	<b>(r)</b>	4.VIII.1937
<i>(denunciation – 21.IX.1959)</i>		
<b>Somalia</b>	<b>(r)</b>	27.I.1937
<b>Sweden</b>	<b>(r)</b>	1.VII.1938
<b>Switzerland</b>	<b>(a)</b>	28.V.1954
<b>Suriname</b>	<b>(r)</b>	8.VII.1936
<b>Syrian Arab Republic</b>	<b>(a)</b>	17.II.1960
<b>Turkey</b>	<b>(a)</b>	4.VII.1955
<b>United Arab Republic</b>	<b>(a)</b>	17.II.1960
<b>United Kingdom*</b>	<b>(r)</b>	3.VII.1979
<b>United Kingdom for Jersey, Guernsey and Island of Man</b>	<b>(a)</b>	19.V.1988
<b>Uruguay</b>	<b>(a)</b>	15.IX.1970
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

### Reservations

#### United Kingdom

We reserve the right to apply Article 1 of the Convention to any claim in respect of a ship which falls within the Admiralty jurisdiction of Our courts, or of Our courts in any territory in respect of which We are party to the Convention. We reserve the right, with respect to Article 2 of the Convention to apply in proceedings concerning another High Contracting Party or ship of another High Contracting Party the rules of procedure set out in Chapter II of the European Convention on State Immunity, signed at Basle on the Sixteenth day of May, in the Year of Our Lord One thousand Nine hundred and Seventy-two.

In order to give effect to the terms of any international agreement with a non-Contracting State, We reserve the right to make special provision:

(a) as regards the delay or arrest of a ship or cargo belonging to such a State, and (b) to prohibit seizure of or execution against such a ship or cargo.

*Compétence civile 1952**Civil jurisdiction 1952*

**Convention internationale pour  
l'unification de certaines règles  
relatives à la  
Compétence civile  
en matière d'abordage**

Bruxelles, 10 mai 1952

Entrée en vigueur:

14 septembre 1955

**International convention for the  
unification of certain rules  
relating to  
Civil jurisdiction  
in matters of collision**

Brussels, 10th May 1952

Entered into force:

14 September 1955

<b>Algeria</b>	<b>(a)</b>	18.VIII.1964
<b>Antigua and Barbuda</b>	<b>(a)</b>	12.V.1965
<b>Argentina</b>	<b>(a)</b>	19.IV.1961
<b>Bahamas</b>	<b>(a)</b>	12.V.1965
<b>Belgium</b>	<b>(r)</b>	10.IV.1961
<b>Belize</b>	<b>(a)</b>	21.IX.1965
<b>Benin</b>	<b>(a)</b>	23.IV.1958
<b>Burkina Faso</b>	<b>(a)</b>	23.IV.1958
<b>Cameroon</b>	<b>(a)</b>	23.IV.1958
<b>Central African Republic</b>	<b>(a)</b>	23.IV.1958
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(a)</b>	29.III.1963
<b>Macao<sup>(2)</sup></b>	<b>(a)</b>	23.III.1999
<b>Comoros</b>	<b>(a)</b>	23.IV.1958
<b>Congo</b>	<b>(a)</b>	23.IV.1958
<b>Costa Rica*</b>	<b>(a)</b>	13.VII.1955
<b>Cote d'Ivoire</b>	<b>(a)</b>	23.IV.1958
<b>Croatia*</b>	<b>(r)</b>	8.X.1991
<b>Cyprus</b>	<b>(a)</b>	17.III.1994
<b>Djibouti</b>	<b>(a)</b>	23.IV.1958
<b>Dominican Republic</b>	<b>(a)</b>	12.V.1965
<b>Egypt</b>	<b>(r)</b>	24.VIII.1955
<b>Fiji</b>	<b>(a)</b>	10.X.1974
<b>France</b>	<b>(r)</b>	25.V.1957

<sup>(1)</sup> With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

<sup>(2)</sup> The extension of the Convention to the territory of Macao has been notified by Portugal with declaration deposited on 23 March 1999.

With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

<b>Overseas Territories</b>	(a)	23.IV.1958
<b>Gabon</b>	(a)	23.IV.1958
<b>Germany</b>	(r)	6.X.1972
<b>Greece</b>	(r)	15.III.1965
<b>Grenada</b>	(a)	12.V.1965
<b>Guinea</b>	(a)	23.IV.1958
<b>Guyana</b>	(a)	29.III.1963
<b>Haute Volta</b>	(a)	23.IV.1958
<b>Holy Seat</b>	(r)	10.VIII.1956
<b>Ireland</b>	(a)	17.X.1989
<b>Italy</b>	(r)	9.XI.1979
<b>Khmere Republic*</b>	(a)	12.XI.1959
<b>Kiribati</b>	(a)	21.IX.1965
<b>Luxembourg</b>	(a)	18.II.1991
<b>Madagascar</b>	(a)	23.IV.1958
<b>Mauritania</b>	(a)	23.IV.1958
<b>Mauritius</b>	(a)	29.III.1963
<b>Morocco</b>	(a)	11.VII.1990
<b>Niger</b>	(a)	23.IV.1958
<b>Nigeria</b>	(a)	7.XI.1963
<b>North Borneo</b>	(a)	29.III.1963
<b>Paraguay</b>	(a)	22.XI.1967
<b>Poland</b>	(a)	14.III.1986
<b>Portugal</b>	(r)	4.V.1957
<b>Romania</b>	(a)	28.XI.1995
<b>Sarawak</b>	(a)	29.VIII.1962
<b>Senegal</b>	(a)	23.IV.1958
<b>Seychelles</b>	(a)	29.III.1963
<b>Slovenia</b>	(a)	13.X.1993
<b>Solomon Islands</b>	(a)	21.IX.1965
<b>Spain</b>	(r)	8.XII.1953
<b>St. Kitts and Nevis</b>	(a)	12.V.1965
<b>St. Lucia</b>	(a)	12.V.1965
<b>St. Vincent and the Grenadines</b>	(a)	12.V.1965
<b>Sudan</b>	(a)	23.IV.1958
<b>Switzerland</b>	(a)	28.V.1954
<b>Syrian Arab Republic</b>	(a)	1.VIII.1974
<b>Tchad</b>	(a)	23.IV.1958
<b>Togo</b>	(a)	23.IV.1958
<b>Tonga</b>	(a)	13.VI.1978
<b>Tuvalu</b>	(a)	21.IX.1965
<b>United Kingdom of Great Britain and</b>		
<b>Northern Ireland</b>	(r)	18.III.1959
<b>Gibraltar</b>	(a)	29.III.1963
<b>British Virgin Islands</b>	(a)	29.V.1963
<b>Bermuda</b>	(a)	30.V.1963
<b>Caiman Islands, Montserrat</b>	(a)	12.V.1965
<b>Anguilla, St. Helena</b>	(a)	12.V.1965
<b>Turks Isles and Caicos</b>	(a)	21.IX.1965
<b>Guernsey</b>	(a)	8.XII.1966
<b>Falkland Islands and Dependencies</b>	(a)	17.X.1969
<b>Zaire</b>	(a)	17.VII.1967

**Reservations****Costa-Rica**

(Traduction) Le Gouvernement de la République du Costa Rica, en adhérant à cette Convention, fait cette réserve que l'action civile du chef d'un abordage survenu entre navires de mer ou entre navires de mer et bateaux de navigation intérieure, pourra être intentée uniquement devant le tribunal de la résidence habituelle du défendeur ou de l'Etat dont le navire bat pavillon.

En conséquence, la République du Costa Rica ne reconnaît pas comme obligatoires les literas b) et c) du premier paragraphe de l'article premier."

"Conformément au Code du droit international privé approuvé par la sixième Conférence internationale américaine, qui s'est tenue à La Havane (Cuba), le Gouvernement de la République du Costa Rica, en acceptant cette Convention, fait cette réserve expresse que, en aucun cas, il ne renoncera à sa compétence ou juridiction pour appliquer la loi costaricienne en matière d'abordage survenu en haute mer ou dans ses eaux territoriales au préjudice d'un navire costaricien.

**Croatia**

Reservation made by Yugoslavia and now applicable to Croatia: "Le Gouvernement de la République Populaire Fédérative de Yougoslavie se réserve le droit de se déclarer au moment de la ratification sur le principe de "sistership" prévu à l'article 1° lettre (b) de cette Convention.

**Khmere Republic**

Le Gouvernement de la République Khmère, en adhérant à ladite convention, fait cette réserve que l'action civile du chef d'un abordage survenu entre navires de mer ou entre navires de mer et bateaux de navigation intérieure, pourra être intentée uniquement devant le tribunal de la résidence habituelle du défendeur ou de l'Etat dont le navire bat pavillon. En conséquence, le Gouvernement de la République Khmère ne reconnaît pas le caractère obligatoire des alinéas b) et c) du paragraphe 1° de l'article 1°.

En acceptant ladite convention, le Gouvernement de la République Khmère fait cette réserve expresse que, en aucun cas, elle ne renoncera à sa compétence ou juridiction pour appliquer la loi khmère en matière d'abordage survenu en haute mer ou dans ses eaux territoriales au préjudice d'un navire khmère.

**Convention internationale  
pour l'unification de  
certaines règles  
relatives à la**

**Compétence pénale  
en matière d'abordage et  
autres événements  
de navigation**

Bruxelles, 10 mai 1952

Entrée en vigueur:  
20 novembre 1955

**International convention  
for the unification of  
certain rules  
relating to**

**Penal jurisdiction  
in matters of collision  
and other incidents  
of navigation**

Brussels, 10th May 1952

Entered into force:  
20 November 1955

**Anguilla\***

**Antigua and Barbuda\***

**Argentina\***

**Bahamas\***

**Belgium\***

**(a)** 12.V.1965

**(a)** 12.V.1965

**(a)** 19.IV.1961

**(a)** 12.V.1965

**(r)** 10.IV.1961

<b>Belize*</b>	<b>(a)</b>	21.IX.1965
<b>Benin</b>	<b>(a)</b>	23.IV.1958
<b>Burkina Faso</b>	<b>(a)</b>	23.IV.1958
<b>Burman Union*</b>	<b>(a)</b>	8.VII.1953
<b>Cayman Islands*</b>	<b>(a)</b>	12.VI.1965
<b>Cameroon</b>	<b>(a)</b>	23.IV.1958
<b>Central African Republic</b>	<b>(a)</b>	23.IV.1958
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	<b>(a)</b>	29.III.1963
<b>Macao<sup>(2)</sup></b>	<b>(a)</b>	23.III.1999
<b>Comoros</b>	<b>(a)</b>	23.IV.1958
<b>Congo</b>	<b>(a)</b>	23.IV.1958
<b>Costa Rica*</b>	<b>(a)</b>	13.VII.1955
<b>Croatia*</b>	<b>(r)</b>	8.X.1991
<b>Cyprus</b>	<b>(a)</b>	17.III.1994
<b>Djibouti</b>	<b>(a)</b>	23.IV.1958
<b>Dominica, Republic of*</b>	<b>(a)</b>	12.V.1965
<b>Egypt*</b>	<b>(r)</b>	24.VIII.1955
<b>Fiji*</b>	<b>(a)</b>	29.III.1963
<b>France*</b>	<b>(r)</b>	20.V.1955
<b>Overseas Territories</b>	<b>(a)</b>	23.IV.1958
<b>Gabon</b>	<b>(a)</b>	23.IV.1958
<b>Germany*</b>	<b>(r)</b>	6.X.1972
<b>Greece</b>	<b>(r)</b>	15.III.1965
<b>Grenada*</b>	<b>(a)</b>	12.V.1965
<b>Guyana*</b>	<b>(a)</b>	19.III.1963
<b>Guinea</b>	<b>(a)</b>	23.IV.1958

(1) With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Penal Jurisdiction Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

The following declarations have been made by the Government of the People's Republic of China:

1. The Government of the People's Republic of China reserves, for the Hong Kong Special Administrative Region, the right not to observe the provisions of Article 1 of the Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ships to which that ship belongs consented to the institution of criminal or disciplinary proceedings before the judicial or administrative authorities of the Hong Kong Special Administrative Region.

2. In accordance with Article 4 of the Convention, the Government of the People's Republic of China reserves, for the Hong Kong Special Administrative Region, the right to take proceedings in respect of offences committed within the waters under the jurisdiction of the Hong Kong Special Administrative Region.

(2) The extension of the Convention to the territory of Macao has been notified by Portugal with declaration deposited on 23 March 1999. With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.



*Compétence pénale 1952**Penal jurisdiction 1952*

<b>Haiti</b>	<b>(a)</b>	17.IX.1954
<b>Haute-Volta</b>	<b>(a)</b>	23.IV.1958
<b>Holy Seat</b>	<b>(r)</b>	10.VIII.1956
<b>Italy*</b>	<b>(r)</b>	9.XI.1979
<b>Ivory Coast</b>	<b>(a)</b>	23.IV.1958
<b>Khmere Republic*</b>	<b>(a)</b>	12.XI.1956
<b>Kiribati*</b>	<b>(a)</b>	21.IX.1965
<b>Lebanon</b>	<b>(r)</b>	19.VII.1975
<b>Luxembourg</b>	<b>(a)</b>	18.II.1991
<b>Madagascar</b>	<b>(a)</b>	23.IV.1958
<b>Mauritania</b>	<b>(a)</b>	23.IV.1958
<b>Mauritius*</b>	<b>(a)</b>	29.III.1963
<b>Montserrat*</b>	<b>(a)</b>	12.VI.1965
<b>Morocco</b>	<b>(a)</b>	11.VII.1990
<b>Netherlands*</b>	<b>(r)</b>	
<b>Kingdom in Europe, West Indies</b>		
<b>and Aruba</b>	<b>(r)</b>	25.VI.1971
<b>Niger</b>	<b>(a)</b>	23.IV.1958
<b>Nigeria*</b>	<b>(a)</b>	7 XI.1963
<b>North Borneo*</b>	<b>(a)</b>	29.III.1963
<b>Paraguay</b>	<b>(a)</b>	22.XI.1967
<b>Portugal*</b>	<b>(r)</b>	4.V.1957
<b>Romania</b>	<b>(a)</b>	28.XI.1995
<b>Sarawak*</b>	<b>(a)</b>	28.VIII.1962
<b>Senegal</b>	<b>(a)</b>	23.IV.1958
<b>Seychelles*</b>	<b>(a)</b>	29.III.1963
<b>Slovenia</b>	<b>(a)</b>	13.X.1993
<b>Solomon Islands*</b>	<b>(a)</b>	21.IX.1965
<b>Spain*</b>	<b>(r)</b>	8.XII.1953
<b>St. Kitts and Nevis*</b>	<b>(a)</b>	12.V.1965
<b>St. Lucia*</b>	<b>(a)</b>	12.V.1965
<b>St. Helena*</b>	<b>(a)</b>	12.V.1965
<b>St. Vincent and the Grenadines*</b>	<b>(a)</b>	12.V.1965
<b>Sudan</b>	<b>(a)</b>	23.IV.1958
<b>Suriname</b>	<b>(r)</b>	25.VI.1971
<b>Switzerland</b>	<b>(a)</b>	28.V.1954
<b>Syrian Arab Republic</b>	<b>(a)</b>	10.VII.1972
<b>Tchad</b>	<b>(a)</b>	23.IV.1958
<b>Togo</b>	<b>(a)</b>	23.IV.1958
<b>Tonga*</b>	<b>(a)</b>	13.VI.1978
<b>Tuvalu*</b>	<b>(a)</b>	21.IX.1965
<b>United Kingdom of Great Britain and</b>		
<b>Northern Ireland*</b>	<b>(r)</b>	18.III.1959
<b>Gibraltar</b>	<b>(a)</b>	29.III.1963
<b>British Virgin Islands</b>	<b>(a)</b>	29.V.1963
<b>Bermuda</b>	<b>(a)</b>	30.V.1963
<b>Anguilla</b>	<b>(a)</b>	12.V.1965
<b>Turks Islands and Caicos</b>	<b>(a)</b>	21.IX.1965
<b>Guernsey</b>	<b>(a)</b>	8.XII.1966
<b>Falkland Islands and dependencies</b>	<b>(a)</b>	17.X.1969
<b>Viet Nam*</b>	<b>(a)</b>	26.XI.1955
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

### Reservations

#### **Antigua, Cayman Island, Montserrat, St. Christopher-Nevis-Anguilla, St. Helena and St. Vincent**

The Governments of Antigua, the Cayman Islands, Montserrat, St. Christopher-Nevis-Anguilla (now the independent State of Anguilla), St. Helena and St. Vincent reserve the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ship to which that ship belongs assented to the institution of criminal or disciplinary proceedings before judicial or administrative authorities in Antigua, the Cayman Islands, Montserrat, St. Christopher-Nevis-Anguilla, St. Helena and St. Vincent. They reserve the right under Article 4 of this Convention to take proceedings in respect of offences committed within the territorial waters of Antigua, the Cayman Islands, Montserrat, St. Christopher-Nevis-Anguilla, St. Helena and St. Vincent.

#### **Argentina**

*(Traduction)* La République Argentine adhère à la Convention internationale pour l'unification de certaines règles relatives à la compétence pénale en matière d'abordage et autres événements de navigation, sous réserve expresse du droit accordé par la seconde partie de l'article 4, et il est fixé que dans le terme "infractions" auquel cet article se réfère, se trouvent inclus les abordages et tout autre événement de la navigation visés à l'article 1<sup>o</sup> de la Convention.

#### **Bahamas**

...Subject to the following reservations:

- (a) the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has, as respects that ship or any class of ship to which that ship belongs, assented to the institution of criminal and disciplinary proceedings before judicial or administrative authorities of the Bahamas;
- (b) the right under Article 4 of the said Convention to take proceedings in respect of offences committed within the territorial waters of the Bahamas.

#### **Belgium**

...le Gouvernement belge, faisant usage de la faculté inscrite à l'article 4 de cette Convention, se réserve le droit de poursuivre les infractions commises dans les eaux territoriales belges.

#### **Belize**

...Subject to the following reservations:

- (a) the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has, as respects that ship or any class of ship to which that ship belongs, consented to the institution of criminal and disciplinary proceedings before judicial or administrative authorities of Belize;
- (b) the right under Article 4 of the said Convention to take proceedings in respect of offences committed within the territorial waters of Belize.

#### **Cayman Islands**

*See Antigua.*

#### **China**

*Macao*

The Government of the People's Republic of China reserves, for the Macao Special Administrative Region, the right not to observe the provisions of Article 1 of the

Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ships to which that ship belongs consented to the institution of criminal or disciplinary proceedings before the judicial or administrative authorities of the Macao Special Administrative Region.

In accordance with Article 4 of the Convention, the Government of the People's Republic of China reserves, for the Macao Special Administrative Region, the right to take proceedings in respect of offences committed within the waters under the jurisdiction of the Macao Special Administrative Region.

Within the above ambit, the Government of the People's Republic of China will assume the responsibility for the international rights and obligations that place on a Party to the Convention

#### **Costa-Rica**

*(Traduction)* Le Gouvernement de Costa-Rica ne reconnaît pas le caractère obligatoire des articles 1° and 2° de la présente Convention.

#### **Croatia**

Reservation made by Yugoslavia and now applicable to Croatia: "Sous réserve de ratifications ultérieure et acceptant la réserve prévue à l'article 4 de cette Convention. Conformément à l'article 4 de ladite Convention, le Gouvernement yougoslave se réserve le droit de poursuivre les infractions commises dans se propres eaux territoriales".

#### **Dominica, Republic of**

... Subject to the following reservations:

- (a) the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has, as respects that ship or any class of ship to which that ship belongs, assented to the institution of criminal and disciplinary proceedings before judicial or administrative authorities of Dominica;
- (b) the right under Article 4 of the said Convention to take proceedings in respect of offences committed within the territorial waters of Dominica.

#### **Egypt**

Au moment de la signature le Plénipotentiaire égyptien a déclaré formuler la réserve prévue à l'article 4, alinéa 2. Confirmation expresse de la réserve faite au moment de la signature.

#### **Fiji**

The Government of Fiji reserves the right not to observe the provisions of article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has as respect that ship or any class of ship to which that ship belongs consented to the institution of criminal or disciplinary proceedings before judicial or administrative authorities in Fiji. The Government of Fiji reserves the right under article 4 of this Convention to take proceedings in respect of offences committed within the territorial water of Fiji.

#### **France**

Au nom du Gouvernement de la République Française je déclare formuler la réserve prévue à l'article 4, paragraphe 2, de la convention internationale pour l'unification de certaines règles relatives à la compétence pénale en matière d'abordage.

#### **Germany, Federal Republic of**

*(Traduction)* Sous réserve du prescrit de l'article 4, alinéa 2.

#### **Grenada**

*Same reservations as the Republic of Dominica*

**Guyana**

*Same reservations as the Republic of Dominica*

**Italy**

Le Gouvernement de la République d'Italie se réfère à l'article 4, paragraphe 2, et se réserve le droit de poursuivre les infractions commises dans ses propres eaux territoriales.

**Khmere Republic**

Le Gouvernement de la République Khmère, d'accord avec l'article 4 de ladite convention, se réserve le droit de poursuivre les infractions commises dans ses eaux territoriales.

**Kiribati**

*Same reservations as the Republic of Dominica*

**Mauritius**

*Same reservations as the Republic of Dominica*

**Montserrat**

*See Antigua.*

**Netherlands**

Conformément à l'article 4 de cette Convention, le Gouvernement du Royaume des Pays-Bas, se réserve le droit de poursuivre les infractions commises dans ses propres eaux territoriales.

**Nigeria**

The Government of the Federal Republic of Nigeria reserve the right not to implement the provisions of Article 1 of the Convention in any case where that Government has an agreement with any other State that is applicable to a particular collision or other incident of navigation and if such agreement is inconsistent with the provisions of the said Article 1. The Government of the Federal Republic of Nigeria reserves the right, in accordance with Article 4 of the Convention, to take proceedings in respect of offences committed within the territorial waters of the Federal Republic of Nigeria.

**North Borneo**

*Same reservations as the Republic of Dominica*

**Portugal**

Au nom du Gouvernement portugais, je déclare formuler la réserve prévue à l'article 4, paragraphe 2, de cette Convention.

**Sarawak**

*Same reservations as the Republic of Dominica*

**St. Helena**

*See Antigua.*

**St. Kitts-Nevis**

*See Antigua.*

**St. Lucia**

*Same reservations as the Republic of Dominica*

**St. Vincent**

*See Antigua.*

**Seychelles**

*Same reservations as the Republic of Dominica*

**Solomon Isles**

*Same reservations as the Republic of Dominica*

**Spain**

La Délégation espagnole désire, d'accord avec l'article 4 de la Convention sur la compétence pénale en matière d'abordage, se réserver le droit au nom de son Gouvernement, de poursuivre les infractions commises dans ses eaux territoriales. Confirmation expresse de la réserve faite au moment de la signature.

**Tonga**

*Same reservations as the Republic of Dominica*

**Tuvalu**

*Same reservations as the Republic of Dominica*

**United Kingdom**

1. - Her Majesty's Government in the United Kingdom reserves the right not to apply the provisions of Article 1 of this Convention in any case where there exists between Her Majesty's Government and the Government of any other State an agreement which is applicable to a particular collision or other incident of navigation and is inconsistent with that Article.

2. - Her Majesty's Government in the United Kingdom reserves the right under Article 4 of this Convention to take proceedings in respect of offences committed within the territorial waters of the United Kingdom.

...subject to the following reservations:

(1) The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right not to observe the provisions of Article 1 of the said Convention in the case of any ship if the State whose flag the ship was flying has as respects that ship or any class of ship to which that ship belongs consented to the institution of criminal and disciplinary proceedings before the judicial or administrative authorities of the United Kingdom.

(2) In accordance with the provisions of Article 4 of the said Convention, the Government of the United Kingdom of Great Britain and Northern Ireland reserve the right to take proceedings in respect of offences committed within the territorial waters of the United Kingdom.

(3) The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right in extending the said Convention to any of the territories for whose international relations they are responsible to make such extension subject to the reservation provided for in Article 4 of the said Convention...

**Vietnam**

Comme il est prévu à l'article 4 de la même convention, le Gouvernement vietnamien se réserve le droit de poursuivre les infractions commises dans la limite de ses eaux territoriales.

**Convention internationale pour  
l'unification de certaines  
règles sur la  
Saisie conservatoire  
des navires de mer**

Bruxelles, 10 mai 1952

Entrée en vigueur: 24 février 1956

**International convention for the  
unification of certain rules  
relating to  
Arrest of sea-going ships**

Brussels, 10th May 1952

Entered into force: 24 February 1956

<b>Algeria</b>	(a)	18.VIII.1964
<b>Antigua and Barbuda*</b>	(a)	12.V.1965
<b>Bahamas*</b>	(a)	12.V.1965
<b>Belgium</b>	(r)	10.IV.1961
<b>Belize*</b>	(a)	21.IX.1965
<b>Benin</b>	(a)	23.IV.1958
<b>Burkina Faso</b>	(a)	23.IV.1958
<b>Cameroon</b>	(a)	23.IV.1958
<b>Central African Republic</b>	(a)	23.IV.1958
<b>China</b>		
<b>Hong Kong<sup>(1)</sup></b>	(a)	29.III.1963
<b>Macao<sup>(2)</sup></b>	(a)	23.IX.1999
<b>Comoros</b>	(a)	23.IV.1958
<b>Congo</b>	(a)	23.IV.1958
<b>Costa Rica*</b>	(a)	13.VII.1955
<b>Côte d'Ivoire</b>	(a)	23.IV.1958
<b>Croatia*</b>	(r)	8.X.1991
<b>Cuba*</b>	(a)	21.XI.1983
<b>Denmark</b>	(r)	2.V.1989
<b>Djibouti</b>	(a)	23.IV.1958
<b>Dominica, Republic of*</b>	(a)	12.V.1965
<b>Egypt*</b>	(r)	24.VIII.1955
<b>Fiji</b>	(a)	29.III.1963
<b>Finland</b>	(r)	21.XII.1995
<b>France</b>	(r)	25.V.1957
<b>Overseas Territories</b>	(a)	23.IV.1958
<b>Gabon</b>	(a)	23.IV.1958

(1) With letter dated 4 June 1997 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Arrest Convention will continue to apply to the Hong Kong Special Administrative Region with effect from 1 July 1997. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

(2) The extension of the Convention to the territory of Macao as from 23 September 1999 has been notified by Portugal with declaration deposited on 23 March 1999. With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

*Saisie des navires 1952**Arrest of ships 1952*

<b>Germany*</b>	<b>(r)</b>	6.X.1972
<b>Greece</b>	<b>(r)</b>	27.II.1967
<b>Grenada*</b>	<b>(a)</b>	12.V.1965
<b>Guyana*</b>	<b>(a)</b>	29.III.1963
<b>Guinea</b>	<b>(a)</b>	12.XII.1994
<b>Haiti</b>	<b>(a)</b>	4.XI.1954
<b>Haute-Volta</b>	<b>(a)</b>	23.IV.1958
<b>Holy Seat</b>	<b>(r)</b>	10.VIII.1956
<b>Ireland*</b>	<b>(a)</b>	17.X.1989
<b>Italy*</b>	<b>(r)</b>	9.XI.1979
<b>Khmere Republic*</b>	<b>(a)</b>	12.XI.1956
<b>Kiribati*</b>	<b>(a)</b>	21.IX.1965
<b>Latvia</b>	<b>(a)</b>	17.V.1993
<b>Luxembourg</b>	<b>(a)</b>	18.II.1991
<b>Madagascar</b>		23.IV.1958
<b>Marocco</b>	<b>(a)</b>	11.VII.1990
<b>Mauritania</b>	<b>(a)</b>	23.IV.1958
<b>Mauritius*</b>	<b>(a)</b>	29.III.1963
<b>Namibia</b>	<b>(a)</b>	14.III.2000
<b>Netherlands*</b>	<b>(r)</b>	20.I.1983
<b>Niger</b>	<b>(a)</b>	23.IV.1958
<b>Nigeria*</b>	<b>(a)</b>	7.XI.1963
<b>North Borneo*</b>	<b>(a)</b>	29.III.1963
<b>Norway</b>	<b>(r)</b>	1.XI.1994
<b>Paraguay</b>	<b>(a)</b>	22.XI.1967
<b>Poland</b>	<b>(a)</b>	16.VII.1976
<b>Portugal</b>	<b>(r)</b>	4.V.1957
<b>Romania</b>	<b>(a)</b>	28.XI.1995
<b>Russian Federation*</b>	<b>(a)</b>	29.IV.1999
<b>St. Kitts and Nevis*</b>	<b>(a)</b>	12.V.1965
<b>St. Lucia*</b>	<b>(a)</b>	12.V.1965
<b>St. Vincent and the Grenadines*</b>	<b>(a)</b>	12.V.1965
<b>Sarawak*</b>	<b>(a)</b>	28.VIII.1962
<b>Senegal</b>	<b>(a)</b>	23.IV.1958
<b>Seychelles*</b>	<b>(a)</b>	29.III.1963
<b>Slovenia</b>	<b>(a)</b>	13.X.1993
<b>Solomon Islands*</b>	<b>(a)</b>	21.IX.1965
<b>Spain</b>	<b>(r)</b>	8.XII.1953
<b>Sudan</b>	<b>(a)</b>	23.IV.1958
<b>Sweden</b>	<b>(a)</b>	30.IV.1993
<b>Switzerland</b>	<b>(a)</b>	28.V.1954
<b>Syrian Arabic Republic</b>	<b>(a)</b>	3.II.1972
<b>Tchad</b>	<b>(a)</b>	23.IV.1958
<b>Togo</b>	<b>(a)</b>	23.IV.1958
<b>Tonga*</b>	<b>(a)</b>	13.VI.1978
<b>Turks Isles and Caicos*</b>	<b>(a)</b>	21.IX.1965
<b>Tuvalu*</b>	<b>(a)</b>	21.IX.1965
<b>United Kingdom of Great Britain* and Northern Ireland</b>	<b>(r)</b>	18.III.1959
<b>United Kingdom (Overseas Territories)* Gibraltar</b>	<b>(a)</b>	29.III.1963
<b>British Virgin Islands</b>	<b>(a)</b>	29.V.1963

<b>Bermuda</b>	<b>(a)</b>	30.V.1963
<b>Anguilla, Caiman Islands,</b>		
<b>Montserrat, St. Helena</b>	<b>(a)</b>	12.V.1965
<b>Guernsey</b>	<b>(a)</b>	8.XII.1966
<b>Falkland Islands and dependencies</b>	<b>(a)</b>	17.X.1969
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

### Reservations

#### Antigua

...Reserves the right not to apply the provisions of this Convention to warships or to vessels owned by or in the service of a State.

#### Bahamas

...With reservation of the right not to apply the provisions of this Convention to warships or to vessels owned by or in service of a State.

#### Belize

*Same reservation as the Bahamas.*

#### Costa Rica

*(Traduction)* Premièrement: le 1er paragraphe de l'article 3 ne pourra pas être invoqué pour saisir un navire auquel la créance ne se rapporte pas et qui n'appartient plus à la personne qui était propriétaire du navire auquel cette créance se rapporte, conformément au registre maritime du pays dont il bat pavillon et bien qu'il lui ait appartenu.

Deuxièmement: que Costa Rica ne reconnait pas le caractère obligatoire des alinéas a), b), c), d), e) et f) du paragraphe 1er de l'article 7, étant donné que conformément aux lois de la République les seuls tribunaux compétents quant au fond pour connaître des actions relatives aux créances maritimes, sont ceux du domicile du demandeur, sauf s'il s'agit des cas visés sub o), p) et q) à l'alinéa 1er de l'article 1, ou ceux de l'Etat dont le navire bat pavillon.

Le Gouvernement de Costa Rica, en ratifiant ladite Convention, se réserve le droit d'appliquer la législation en matière de commerce et de travail relative à la saisie des navires étrangers qui arrivent dans ses ports.

#### Côte d'Ivoire

Confirmation d'adhésion de la Côte d'Ivoire. Au nom du Gouvernement de la République de Côte d'Ivoire, nous, Ministre des Affaires Etrangères, confirmons que par Succession d'Etat, la République de Côte d'Ivoire est devenue, à la date de son accession à la souveraineté internationale, le 7 août 1960, partie à la Convention internationale pour l'unification de certaines règles sur la saisie conservatoire des navires de mer, signée à Bruxelles le 10 mai 1952, qu'elle l'a été de façon continue depuis lors et que cette Convention est aujourd'hui, toujours en vigueur à l'égard de la Côte d'Ivoire.

#### Croatia

Reservation made by Yugoslavia and now applicable to Croatia: "...en réservant conformément à l'article 10 de ladite Convention, le droit de ne pas appliquer ces dispositions à la saisie d'un navire pratiquée en raison d'une créance maritime visée au point o) de l'article premier et d'appliquer à cette saisie la loi nationale".

#### Cuba

*(Traduction)* L'instrument d'adhésion contient les réserves prévues à l'article 10 de la Convention celles de ne pas appliquer les dispositions de la Convention aux navires de guerre et aux navires d'Etat ou au service d'un Etat, ainsi qu'une déclaration relative à l'article 18 de la Convention.

#### Dominica, Republic of

*Same reservation as Antigua*



*Saisie des navires 1952**Arrest of ships 1952***Egypt**

Au moment de la signature le Plénipotentiaire égyptien a déclaré formuler les réserves prévues à l'article 10.

Confirmation expresse des réserves faites au moment de la signature.

**Germany, Federal Republic of**

(Traduction) ...sous réserve du prescrit de l'article 10, alinéas a et b.

**Grenada**

*Same reservation as Antigua.*

**Guyana**

*Same reservation as the Bahamas.*

**Ireland**

Ireland reserves the right not to apply the provisions of the Convention to warships or to ships owned by or in service of a State.

**Italy**

Le Gouvernement de la République d'Italie se réfère à l'article 10, par. (a) et (b), et se réserve:

- (a) le droit de ne pas appliquer les dispositions de la présente Convention à la saisie d'un navire pratiquée en raison d'une des créances maritimes visées aux o) et p) de l'article premier et d'appliquer à cette saisie sa loi nationale;
- (b) le droit de ne pas appliquer les dispositions du premier paragraphe de l'article 3 à la saisie pratiquée sur son territoire en raison des créances prévues à l'alinéa q) de l'article 1.

**Khmere Republic**

Le Gouvernement de la République Khmère en adhérant à cette convention formule les réserves prévues à l'article 10.

**Kiribati**

*Same reservation as the Bahamas.*

**Mauritius**

*Same reservation as Antigua.*

**Netherlands**

Réserves formulées conformément à l'article 10, paragraphes (a) et (b):

- les dispositions de la Convention précitée ne sont pas appliquées à la saisie d'un navire pratiquée en raison d'une des créances maritimes visées aux alinéas o) et p) de l'article 1, saisie à laquelle s'applique le loi néerlandaise; et
- les dispositions du premier paragraphe de l'article 3 ne sont pas appliquées à la saisie pratiquée sur le territoire du Royaume des Pays-Bas en raison des créances prévues à l'alinéa q) de l'article 1.

Cette ratification est valable depuis le 1er janvier 1986 pour le Royaume des Pays-Bas, les Antilles néerlandaises et Aruba.

**Nigeria**

*Same reservation as Antigua.*

**North Borneo**

*Same reservation as Antigua.*

**Russian Federation**

The Russian Federation reserves the right not to apply the rules of the International Convention for the unification of certain rules relating to the arrest of sea-going ships of 10 May 1952 to warships, military logistic ships and to other vessels owned or operated by the State and which are exclusively used for non-commercial purposes.

Pursuant to Article 10, paragraphs (a) and (b), of the International Convention for the

unification of certain rules relating to the arrest of sea-going ships, the Russian Federation reserves the right not to apply:

- the rules of the said Convention to the arrest of any ship for any of the claims enumerated in Article 1, paragraph 1, subparagraphs (o) and (p), of the Convention, but to apply the legislation of the Russian Federation to such arrest;
- the first paragraph of Article 3 of the said Convention to the arrest of a ship, within the jurisdiction of the Russian Federation, for claims set out in Article 1, paragraph 1, subparagraph (q), of the Convention.

**St. Kitts and Nevis**

*Same reservation as Antigua.*

**St. Lucia**

*Same reservation as Antigua.*

**St. Vincent and the Grenadines**

*Same reservation as Antigua.*

**Sarawak**

*Same reservation as Antigua.*

**Seychelles**

*Same reservation as the Bahamas.*

**Solomon Islands**

*Same reservation as the Bahamas.*

**Tonga**

*Same reservation as Antigua.*

**Turk Isles and Caicos**

*Same reservation as the Bahamas.*

**Tuvalu**

*Same reservation as the Bahamas.*

**United Kingdom of Great Britain and Northern Ireland**

... Subject to the following reservations:

1. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right not to apply the provisions of the said Convention to warships or to vessels owned by or in the service of a State.
2. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right in extending the said Convention to any of the territories for whose international relations they are responsible to make such extension subject to the reservations provided for in Article 10 of the said Convention.

**United Kingdom (Overseas Territories)**

**Anguilla, Bermuda, British Virgin Islands, Caiman Islands, Falkland Islands and Dependencies, Gibraltar, Guernsey, Hong Kong, Montserrat, St. Helena, Turks Isles and Caicos**

... Subject to the following reservations:

1. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right not to apply the provisions of the said Convention to warships or to vessels owned by or in the service of a State.
2. The Government of the United Kingdom of Great Britain and Northern Ireland reserve the right in extending the said Convention to any of the territories for whose international relations they are responsible to make such extension subject to the reservations provided for in Article 10 of the said Convention.

*Limitation de responsabilité 1957**Limitation of liability 1957*

**Convention internationale  
sur la  
Limitation  
de la responsabilité  
des propriétaires  
de navires de mer  
et protocole de signature**

Bruxelles, le 10 octobre 1957  
Entrée en vigueur: 31 mai 1968

**International convention  
relating to the  
Limitation  
of the liability  
of owners  
of sea-going ships  
and protocol of signature**

Brussels, 10th October 1957  
Entered into force: 31 May 1968

<b>Algeria</b>	<b>(a)</b>	18.VIII.1964
<b>Australia</b>	<b>(r)</b>	30.VII.1975
<i>(denunciation – 30.V.1990)</i>		
<b>Bahamas*</b>	<b>(a)</b>	21.VIII.1964
<b>Barbados*</b>	<b>(a)</b>	4.VIII.1965
<b>Belgium</b>	<b>(r)</b>	31.VII.1975
<i>(denunciation – 1.IX.1989)</i>		
<b>Belize</b>	<b>(r)</b>	31.VII.1975
<b>China</b>		
<b>Macao<sup>(1)</sup></b>	<b>(a)</b>	20.XII.1999
<b>Denmark*</b>	<b>(r)</b>	1.III.1965
<i>(denunciation – 1.IV.1984)</i>		
<b>Dominica, Republic of*</b>	<b>(a)</b>	4.VIII.1965
<b>Egypt (Arab Republic of)</b>		
<i>(denunciation – 8.V.1985)</i>		
<b>Fiji*</b>	<b>(a)</b>	21.VIII.1964
<b>Finland</b>	<b>(r)</b>	19.VIII.1964
<i>(denunciation – 1.IV.1984)</i>		
<b>France</b>	<b>(r)</b>	7.VII.1959
<i>(denunciation – 15.VII.1987)</i>		
<b>Germany</b>	<b>(r)</b>	6.X.1972
<i>(denunciation – 1.IX.1986)</i>		
<b>Ghana*</b>	<b>(a)</b>	26.VII.1961
<b>Grenada*</b>	<b>(a)</b>	4.VIII.1965
<b>Guyana*</b>	<b>(a)</b>	25.III.1966
<b>Iceland*</b>	<b>(a)</b>	16.X.1968
<b>India*</b>	<b>(r)</b>	1.VI.1971
<b>Iran*</b>	<b>(r)</b>	26.IV.1966
<b>Israel*</b>	<b>(r)</b>	30.XI.1967

<sup>(1)</sup> The extension of the Convention to the territory of Macao as from 23 September 1999 has been notified by Portugal with declaration deposited on 23 March 1999. With letter dated 15 October 1999 the Embassy of the People's Republic of China in the Kingdom of Belgium informed the Minister of Foreign Affairs of Belgium that the Collision Convention will continue to apply to the Macao Special Administrative Region with effect from 20 December 1999. In its letter the Embassy of the People's Republic of China stated that the responsibility for the international rights and obligations arising from the application of the above Convention will be assumed by the Government of the People's Republic of China.

*Limitation de responsabilité 1957**Limitation of liability 1957*

<b>Japan</b>	(r)	1.III.1976
<i>(denunciation – 19.V.1983)</i>		
<b>Kiribati*</b>	(a)	21.VIII.1964
<b>Lebanon</b>	(a)	23.XII.1994
<b>Madagascar</b>	(a)	13.VII.1965
<b>Mauritius*</b>	(a)	21.VIII.1964
<b>Monaco*</b>	(a)	24.I.1977
<b>Netherlands</b>	(r)	10.XII.1965
<i>(denunciation – 1.IX.1989)</i>		
<b>Aruba*</b>	(r)	1.I.1986
<b>Norway</b>	(r)	1.III.1965
<i>(denunciation – 1.IV.1984)</i>		
<b>Papua New Guinea*</b>	(a)	14.III.1980
<b>Poland</b>	(r)	1.XII.1972
<b>Portugal*</b>	(r)	8.IV.1968
<b>St. Lucia*</b>	(a)	4.VIII.1965
<b>St. Vincent and the Grenadines</b>	(a)	4.VIII.1965
<b>Seychelles*</b>	(a)	21.VIII.1964
<b>Singapore*</b>	(a)	17.IV.1963
<b>Solomon Islands*</b>	(a)	21.VIII.1964
<b>Spain*</b>	(r)	16.VII.1959
<b>Sweden</b>	(r)	4.VI.1964
<i>(denunciation – 1.IV.1984)</i>		
<b>Switzerland</b>	(r)	21.I.1966
<b>Syrian Arab Republic</b>	(a)	10.VII.1972
<b>Tonga*</b>	(a)	13.VI.1978
<b>Tuvalu*</b>	(a)	21.VIII.1964
<b>United Arab Republic*</b>	(a)	7.IX.1965
<b>United Kingdom*</b>	(r)	18.II.1959
<b>Isle of Man</b>	(a)	18.XI.1960
<b>Bermuda, British Antarctic Territories, Falkland and Dependencies, Gibraltar, British Virgin Islands</b>	(a)	21.VIII.1964
<b>Guernsey and Jersey</b>	(a)	21.X.1964
<b>Caiman Islands, Montserrat, Caicos and Turks Isles*</b>	(a)	4.VIII.1965
<b>Vanuatu</b>	(a)	8.XII.1966
<b>Zaire</b>	(a)	17.VII.1967

**Reservations****Bahamas**

...Subject to the same reservations as those made by the United Kingdom on ratification namely the reservations set out in sub-paragraphs (a) and (b) of paragraph (2) of the Protocol of Signature.

**Barbados**

*Same reservation as Bahamas*

**China**

The Government of the People's Republic of China reserves, for the Macao Special Administrative Region, the right not to be bound by paragraph 1.(c) of Article 1 of the

Convention. The Government of the People's Republic of China reserves, for the Macao Special Administrative Region, the right to regulate by specific provisions of laws of the Macao Special Administrative Region the system of limitation of liability to be applied to ships of less than 300 tons. With reference to the implementation of the Convention in the Macao Special Administrative Region, the Government of the People's Republic of China reserves, for the Macao Special Administrative Region, the right to implement the Convention either by giving it the force of law in the Macao Special Administrative Region, or by including the provisions of the Convention, in appropriate form, in legislation of the Macao Special Administrative Region. Within the above ambit, the Government of the People's Republic of China will assume the responsibility for the international rights and obligations that place on a Party to the Convention.

### **Denmark**

Le Gouvernement du Danemark se réserve le droit:

- 1) de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge;
- 2) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

### **Dominica, Republic of**

*Same reservation as Bahamas*

### **Egypt Arab Republic**

Reserves the right:

- 1) to exclude the application of Article 1, paragraph (1)(c);
- 2) to regulate by specific provisions of national law the system of limitation to be applied to ships of less than 300 tons;
- 3) on 8 May, 1984 the Egyptian Arab Republic has verbally notified the denunciation in respect of this Convention. This denunciation will become operative on 8 May, 1985.

### **Fiji**

Le 22 août 1972 a été reçue au Ministère des Affaires étrangères, du Commerce extérieur et de la Coopération au Développement une lettre de Monsieur K.K.T. Mara, Premier Ministre et Ministre des Affaires étrangères de Fidji, notifiant qu'en ce qui concerne cette Convention, le Gouvernement de Fidji reprend, à partir de la date de l'indépendance de Fidji, c'est-à-dire le 10 octobre 1970, les droits et obligations souscrits antérieurement par le Royaume-Uni, avec les réserves figurant ci-dessous.

- 1) In accordance with the provisions of subparagraph (a) of paragraph (2) of the said Protocol of signature, the Government of the United Kingdom of Great Britain and Northern Ireland exclude paragraph (1)(c) of Article 1 from their application of the said Convention.
- 2) In accordance with the provisions of subparagraph (b) of paragraph (2) of the said Protocol of signature, the Government of the United Kingdom of Great Britain and Northern Ireland will regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.

Furthermore in accordance with the provisions of subparagraph (c) of paragraph (2) of the said Protocol of signature, the Government of Fiji declare that the said Convention as such has not been made part in Fiji law, but that the appropriate provisions to give effect thereto have been introduced in Fiji law.

### **Ghana**

The Government of Ghana in acceding to the Convention reserves the right:

- 1) To exclude the application of Article 1, paragraph (1)(c);
- 2) To regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons;
- 3) to give effect to this Convention either by giving it the force of law or by including in national legislation, in a form appropriate to that legislation, the provisions of this Convention.

**Grenada**

*Same reservation as Bahamas*

**Guyana**

*Same reservation as Bahamas*

**Iceland**

The Government of Iceland reserves the right:

- 1) to regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons;
- 2) to give effect to this Convention either by giving it the force of law or by including in national legislation, in a form appropriate to that legislation, the provisions of this Convention.

**India**

Reserve the right:

- 1) To exclude the application of Article 1, paragraph (1)(c);
- 2) To regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons;
- 3) to give effect to this Convention either by giving it the force of law or by including in national legislation, in a form appropriate to that legislation, the provisions of this Convention.

**Iran**

Le Gouvernement de l'Iran se réserve le droit:

- 1) d'exclure l'application de l'article 1, paragraphe (1)(c);
- 2) de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge;
- 3) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

**Israel**

The Government of Israel reserves to themselves the right to:

- 1) exclude from the scope of the Convention the obligations and liabilities stipulated in Article 1(1)(c);
- 2) regulate by provisions of domestic legislation the limitation of liability in respect of ships of less than 300 tons of tonnage;

The Government of Israel reserves to themselves the right to give effect to this Convention either by giving it the force of law or by including in its national legislation, in a form appropriate to that legislation, the provisions of this Convention.

**Kiribati**

*Same reservation as Bahamas*

**Mauritius**

*Same reservation as Bahamas*

**Monaco**

En déposant son instrument d'adhésion, Monaco fait les réserves prévues au paragraphe 2° du Protocole de signature.

**Netherlands-Aruba**

La Convention qui était, en ce qui concerne le Royaume de Pays-Bas, uniquement applicable au Royaume en Europe, a été étendue à Aruba à partir du 16.XII.1986 avec effet rétroactif à compter du 1er janvier 1986.

La dénonciation de la Convention par les Pays-Bas au 1er septembre 1989, n'est pas valable pour Aruba.

*Limitation de responsabilité 1957**Limitation of liability 1957*

*Note: Le Gouvernement des Pays-Bas avait fait les réservations suivantes:*

Le Gouvernement des Pays-Bas se réserve le droit:

- 1) d'exclure l'application de l'article 1, paragraphe (1)(c);
- 2) de régler par la loi nationale le système de limitation de responsabilité applicable aux navires de moins de 300 tonneaux de jauge;
- 3) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

... Conformément au paragraphe (2)(c) du Protocole de signature Nous nous réservons de donner effet à la présente Convention en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

### **Papua New Guinea**

- (a) The Government of Papua New Guinea excludes paragraph (1)(c) of Article 1.
- (b) The Government of Papua New Guinea will regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.
- (c) The Government of Papua New Guinea shall give effect to the said Convention by including the provisions of the said Convention in the National Legislation of Papua New Guinea.

### **Portugal**

*(Traduction)* ...avec les réserves prévues aux alinéas a), b) et c) du paragraphe deux du Protocole de signature...

### **St. Lucia**

*Same reservation as Bahamas*

### **Seychelles**

*Same reservation as Bahamas*

### **Singapore**

Le 13 septembre 1977 à été reçue une note verbale datée du 6 septembre 1977, émanant du Ministère des Affaires étrangères de Singapour, par laquelle le Gouvernement de Singapour confirme qu'il se considère lié par la Convention depuis le 31 mai 1968, avec les réserves suivantes:

...Subject to the following reservations:

- a) the right to exclude the application of Article 1, paragraph (1)(c); and
- b) to regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons. The Government of the Republic of Singapore declares under sub-paragraph (c) of paragraph (2) of the Protocol of signature that provisions of law have been introduced in the Republic of Singapore to give effect to the Convention, although the Convention as such has not been made part of Singapore law.

### **Solomon Islands**

*Same reservation as Bahamas*

### **Spain**

Le Gouvernement espagnol se réserve le droit:

- 1) d'exclure du champ d'application de la Convention les obligations et les responsabilités prévues par l'article 1, paragraphe (1)(c);
- 2) de régler par les dispositions particulières de sa loi nationale le système de limitation de responsabilité applicable aux propriétaires de navires de moins de 300 tonneaux de jauge;
- 3) de donner effet à la présente Convention, soit en lui donnant force de loi, soit en incluant dans la législation nationale les dispositions de la présente Convention sous une forme appropriée à cette législation.

**Tonga**

## Reservations:

- 1) In accordance with the provisions of subparagraph (a) of paragraph (2) of the Protocol of signature, the Government of the Kingdom of Tonga exclude paragraph (1)(c) of Article 1 from their application of the said Convention.
- 2) In accordance with the provisions of subparagraph (b) of paragraph (2) of the Protocol of signature, the Government of the Kingdom of Tonga will regulate by specific provisions of national law the system of liability to be applied to ships of less than 300 tons.

**Tuvalu***Same reservation as Bahamas***United Kingdom of Great Britain and Northern Ireland**

## Subject to the following observations:

- 1) In accordance with the provisions of subparagraph (a) of paragraph (2) of the said Protocol of Signature, the Government of the United Kingdom of Great Britain and Northern Ireland exclude paragraph (1)(c) of Article 1 from their application of the said Convention.
- 2) In accordance with the provisions of subparagraph (b) of paragraph (2) of the said Protocol of Signature, the Government of the United Kingdom of Great Britain and Northern Ireland will regulate by specific provisions of national law the system of limitation of liability to be applied to ships of less than 300 tons.
- 3) The Government of the United Kingdom of Great Britain and Northern Ireland also reserve the right, in extending the said Convention to any of the territories for whose international relations they are responsible, to make such extension subject to any or all of the reservations set out in paragraph (2) of the said Protocol of Signature. Furthermore, in accordance with the provisions of subparagraph (c) of paragraph (2) of the said Protocol of Signature, the Government of the United Kingdom of Great Britain and Northern Ireland declare that the said Convention as such has not been made part of the United Kingdom law, but that the appropriate provisions to give effect thereto have been introduced in United Kingdom law.

**United Kingdom Overseas Territories**

**Anguilla, Bermuda, British Antarctic Territories, British Virgin Islands, Caiman Islands, Caicos and Turks Isles, Falkland and Dependencies, Gibraltar, Guernsey and Jersey, Hong Kong, Isle of Man, Montserrat**

... Subject to the same reservations as those made by the United Kingdom on ratification namely the reservations set out in sub-paragraphs (a) and (b) of paragraph (2) of the Protocol of Signature.

**Protocole portant modification de la convention internationale sur la Limitation de la responsabilité des propriétaires de navires de mer du 10 octobre 1957**

Bruxelles le 21 décembre 1979  
Entré en vigueur: 6 octobre 1984

**Australia**  
**Belgium**

**Protocol to amend the international convention relating to the Limitation of the liability of owners of sea-going ships of 10 October 1957**

Brussels, 21st December 1979

**(r)** 30.XI.1983  
**(r)** 7.IX.1983



*Stowaways 1957**Carriage of passengers 1961*

<b>Luxembourg</b>	<b>(a)</b>	18.II.1991
<b>Poland</b>	<b>(r)</b>	6.VII.1984
<b>Portugal</b>	<b>(r)</b>	30.IV.1982
<b>Spain</b>	<b>(r)</b>	14.V.1982
<b>Switzerland</b>	<b>(r)</b>	20.I.1988
<b>United Kingdom of Great Britain and Northern Ireland</b>	<b>(r)</b>	2.III.1982
<i>(denunciation – 1.XII.1985)</i>		
<i>Isle of Man, Bermuda, Falkland and Dependencies, Gibraltar, Hong-Kong, British Virgin Islands, Guernsey and Jersey, Cayman Islands, Montserrat, Caicos and Turks Isles (denunciation – 1.XII.1985)</i>		

**Convention internationale sur les  
Passagers Clandestins**

Bruxelles, 10 octobre 1957  
Pas encore en vigueur

**International convention relating to  
Stowaways**

Brussels, 10th October 1957  
Not yet in force

<b>Belgium</b>	<b>(r)</b>	31.VII.1975
<b>Denmark</b>	<b>(r)</b>	16.XII.1963
<b>Finland</b>	<b>(r)</b>	2.II.1966
<b>Italy</b>	<b>(r)</b>	24.V.1963
<b>Luxembourg</b>	<b>(a)</b>	18.II.1991
<b>Madagascar</b>	<b>(a)</b>	13.VII.1965
<b>Morocco</b>	<b>(a)</b>	22.I.1959
<b>Norway</b>	<b>(r)</b>	24.V.1962
<b>Peru</b>	<b>(r)</b>	23.XI.1961
<b>Sweden</b>	<b>(r)</b>	27.VI.1962

**Convention internationale  
pour l'unification de certaines  
règles en matière de  
Transport de passagers  
par mer  
et protocole**

Bruxelles, 29 avril 1961  
Entrée en vigueur: 4 juin 1965

**International convention  
for the unification of  
certain rules relating to  
Carriage of passengers  
by sea  
and protocol**

Brussels, 29th April 1961  
Entered into force: 4 June 1965

<b>Algeria</b>	<b>(a)</b>	2.VII.1973
<b>Cuba*</b>	<b>(a)</b>	7.I.1963
<b>France</b>	<b>(r)</b>	4.III.1965
<i>(denunciation – 3.XII.1975)</i>		
<b>Haïti</b>	<b>(a)</b>	19.IV.1989
<b>Iran</b>	<b>(a)</b>	26.IV.1966

*Carriage of passengers 1961**Nuclear ships 1962*

<b>Madagascar</b>	<b>(a)</b>	13.VII.1965
<b>Morocco*</b>	<b>(r)</b>	15.VII.1965
<b>Peru</b>	<b>(a)</b>	29.X.1964
<b>Switzerland</b>	<b>(r)</b>	21.I.1966
<b>Tunisia</b>	<b>(a)</b>	18.VII.1974
<b>United Arab Republic*</b>	<b>(r)</b>	15.V.1964
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

**Reservations****Cuba**

*(Traduction)* ...Avec les réserves suivantes:

- 1) De ne pas appliquer la Convention aux transports qui, d'après sa loi nationale, ne sont pas considérés comme transports internationaux.
- 2) De ne pas appliquer la Convention, lorsque le passager et le transporteur sont tous deux ressortissants de cette Partie Contractante.
- 3) De donner effet à cette Convention, soit en lui donnant force de loi, soit en incluant dans sa législation nationale les dispositions de cette Convention sous une forme appropriée à cette législation.

**Morocco**

...Sont et demeurent exclus du champ d'application de cette convention:

- 1) les transports de passagers effectués sur les navires armés au cabotage ou au bornage, au sens donné à ces expressions par l'article 52 de l'annexe I du dahir du 28 Joumada II 1337 (31 mars 1919) formant code de commerce maritime, tel qu'il a été modifié par le dahir du 29 Chaabane 1380 (15 février 1961).

- 2) les transports internationaux de passagers lorsque le passager et le transporteur sont tous deux de nationalité marocaine.

Les transports de passagers visés...ci-dessus demeurent régis en ce qui concerne la limitation de responsabilité, par les disposition de l'article 126 de l'annexe I du dahir du 28 Joumada II 1337 (31 mars 1919) formant code de commerce maritime, tel qu'il a été modifié par la dahir du 16 Joumada II 1367 (26 avril 1948).

**United Arab Republic**

Sous les réserves prévues aux paragraphes (1), (2) et (3) du Protocole.

**Convention internationale  
relative à la responsabilité  
des exploitants de  
Navires nucléaires  
et protocole additionnel**

Bruxelles, 25 mai 1962

Pas encore en vigueur

**International convention  
relating to the liability  
of operators of  
Nuclear ships  
and additional protocol**

Brussels, 25th May 1962

Not yet in force

<b>Lebanon</b>	<b>(r)</b>	3.VI.1975
<b>Madagascar</b>	<b>(a)</b>	13.VII.1965
<b>Netherlands*</b>	<b>(r)</b>	20.III.1974
<b>Portugal</b>	<b>(r)</b>	31.VII.1968
<b>Suriname</b>	<b>(r)</b>	20.III.1974
<b>Syrian Arab Republic</b>	<b>(a)</b>	1.VIII.1974
<b>Zaire</b>	<b>(a)</b>	17.VII.1967

*Carriage of passengers' luggage 1967**Vessels under construction 1967***Reservations****Netherlands**

Par note verbale datée du 29 mars 1976, reçue le 5 avril 1976, par le Gouvernement belge, l'Ambassade des Pays-Bas à Bruxelles a fait savoir:

Le Gouvernement du Royaume des Pays-Bas tient à déclarer, en ce qui concerne les dispositions du Protocole additionnel faisant partie de la Convention, qu'au moment de son entrée en vigueur pour le Royaume des Pays-Bas, ladite Convention y devient impérative, en ce sens que les prescriptions légales en vigueur dans le Royaume n'y seront pas appliquées si cette application est inconciliable avec les dispositions de la Convention.

**Convention internationale  
pour l'unification de certaines  
règles en matière de  
Transport de bagages  
de passagers par mer**

Bruxelles, 27 mai 1967  
Pas en vigueur

**International Convention  
for the unification of  
certain rules relating to  
Carriage of passengers'  
luggage by sea**

Brussels, 27th May 1967  
Not in force

**Algeria**

(a)

2.VII.1973

**Cuba\***

(a)

15.II.1972

**Reservations****Cuba**

(Traduction) Le Gouvernement révolutionnaire de la République de Cuba, Partie Contractante, formule les réserves formelles suivantes:

- 1) de ne pas appliquer cette Convention lorsque le passager et le transporteur sont tous deux ressortissants de cette Partie Contractante.
- 3) en donnant effet à cette Convention, la Partie Contractante pourra, en ce qui concerne les contrats de transport établis à l'intérieur de ses frontières territoriales pour un voyage dont le port d'embarquement se trouve dans lesdites limites territoriales, prévoir dans sa législation nationale la forme et les dimensions des avis contenant les dispositions de cette Convention et devant figurer dans le contrat de transport. De même, le Gouvernement révolutionnaire de la République de Cuba déclare, selon le prescrit de l'article 18 de cette Convention, que la République de Cuba ne se considère pas liée par l'article 17 de ladite Convention.

**Convention internationale relative à  
l'inscription des droits relatifs aux**

**Navires en construction**

Bruxelles, 27 mai 1967  
Pas encore en vigueur

**International Convention relating  
to the registration of rights  
in respect of**

**Vessels under construction**

Brussels, 27th May 1967  
Not yet in force

<b>Croatia</b>	<b>(r)</b>	3.V.1971
<b>Greece</b>	<b>(r)</b>	12.VII.1974
<b>Norway</b>	<b>(r)</b>	13.V.1975
<b>Sweden</b>	<b>(r)</b>	13.XI.1975
<b>Syrian Arab Republic</b>	<b>(a)</b>	1.XIII.1974

**Convention internationale  
pour l'unification de  
certaines règles relatives aux  
Privilèges et hypothèques  
maritimes**

Bruxelles, 27 mai 1967  
Pas encore en vigueur

**International Convention  
for the unification of  
certain rules relating to  
Maritime liens and  
mortgages**

Brussels, 27th May 1967  
Not yet in force

<b>Denmark*</b>	<b>(r)</b>	23.VIII.1977
<b>Morocco*</b>	<b>(a)</b>	12.II.1987
<b>Norway*</b>	<b>(r)</b>	13.V.1975
<b>Sweden*</b>	<b>(r)</b>	13.XI.1975
<b>Syrian Arab Republic</b>	<b>(a)</b>	1.VIII.1974

**Reservations**

**Denmark**

L'instrument de ratification du Danemark est accompagné d'une déclaration dans laquelle il est précisé qu'en ce qui concerne les Iles Féroé les mesures d'application n'ont pas encore été fixées.

**Morocco**

L'instrument d'adhésion est accompagné de la réserve suivante: Le Royaume du Maroc adhère à la Convention Internationale pour l'unification de certaines règles relatives aux privilèges et hypothèques maritimes faite à Bruxelles le 27 mai 1967, sous réserve de la non-application de l'article 15 de la dite Convention.

**Norway**

Conformément à l'article 14 le Gouvernement du Royaume de Norvège fait les réserves suivantes:

- 1) mettre la présente Convention en vigueur en incluant les dispositions de la présente Convention dans la législation nationale suivant une forme appropriée à cette législation;
- 2) faire application de la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, signée à Bruxelles le 10 octobre 1957.

**Sweden**

Conformément à l'article 14 la Suède fait les réserves suivantes:

- 1) de mettre la présente Convention en vigueur en incluant les dispositions de la Convention dans la législation nationale suivant une forme appropriée à cette législation;
- 2) de faire application de la Convention internationale sur la limitation de la responsabilité des propriétaires de navires de mer, signée à Bruxelles le 10 octobre 1957.

## **STATUS OF THE RATIFICATIONS OF AND ACCESSIONS TO THE IMO CONVENTIONS IN THE FIELD OF PRIVATE MARITIME LAW**

r	=	ratification
a	=	accession
A	=	acceptance
AA	=	approval
S	=	definitive signature
s	=	signature by confirmation

### *Editor's notes*

1. This Status is based on advices from the International Maritime Organisation and reflects the situation as at 31st December, 1998.
2. The dates mentioned are the dates of the deposit of instruments.
3. The asterisk after the name of a State Party indicates that that State has made declarations, reservations or statements the text of which is published after the relevant status of ratifications and accessions.
- 4 The dates mentioned in respect of the denunciation are the dates when the denunciation takes effect.

## **ETAT DES RATIFICATIONS ET ADHESIONS AUX CONVENTIONS DE L'OMI EN MATIERE DE DROIT MARITIME PRIVE**

### *Notes de l'éditeur*

1. Cet état est basé sur des informations recues de l'Organisation Maritime Internationale et reflète la situation au 31 décembre 1998.
2. Les dates mentionnées sont les dates du dépôt des instruments.
3. L'asterisque qui suit le nom d'un Etat indique que cet Etat a fait une déclaration, une reserve ou une communication dont le texte est publié à la fin de chaque état de ratifications et adhesions.
4. Les dates mentionnées pour la dénonciation sont les dates à lesquelles la dénonciation prend effet.

*CLC 1969*

**International Convention on  
Civil liability  
for oil pollution damage  
(CLC 1969)**

Done at Brussels, 29 November 1969  
Entered into force: 19 June 1975

**Convention Internationale sur la  
Responsabilité civile pour  
les dommages dus à la  
pollution par les hydrocarbures  
(CLC 1969)**

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

**Contracting States  
as at 2.XII.2002**

	<b>Date of deposit of instrument</b>	<b>Date of entry into force or succession</b>	<b>Effective date of denunciation</b>
<b>Albania (accession)</b>	6.IV.1994	5.VII.1994	
<b>Algeria (accession)</b>	14.VI.1974	19.VI.1975	3.VIII.1999
<b>Antigua and Barbuda (accession)</b>	23.VI.1997	21.IX.1997	14.VI.2001
<b>Australia (ratification)<sup>1</sup></b>	7.XI.1983	5.II.1984	15.V.1998
<b>Bahamas (accession)</b>	22.VII.1976	20.X.1976	15.V.1998
<b>Bahrain (accession)</b>	3.V.1996	1.VIII.1996	15.V.1998
<b>Barbados (accession)</b>	6.V.1994	4.VIII.1994	7.VII.1999
<b>Belgium (ratification)<sup>1</sup></b>	12.I.1977	12.IV.1977	6.X.1999
<b>Belize (accession)</b>	2.IV.1991	1.VII.1991	27.XI.1999
<b>Benin (accession)</b>	1.XI.1985	30.I.1986	
<b>Brazil (ratification)</b>	17.XII.1976	17.III.1977	
<b>Brunei Darussalam (accession)</b>	29.IX.1992	28.XII.1992	31.I.2003
<b>Cambodia (accession)</b>	28.XI.1994	26.II.1995	
<b>Cameroon (ratification)</b>	14.V.1984	12.VIII.1984	15.X.2002
<b>Canada (accession)</b>	24.I.1989	24.IV.1989	29.V.1999
<b>Chile (accession)</b>	2.VIII.1977	31.X.1977	
<b>China<sup>2</sup> (accession)<sup>1</sup></b>	30.I.1980	29.IV.1980	5.I.2000
<b>Colombia (accession)</b>	26.III.1990	24.VI.1990	
<b>Costa Rica (accession)</b>	8.XII.1997	8.III.1998	
<b>Côte d'Ivoire (ratification)</b>	21.VI.1973	19.VI.1975	
<b>Croatia (succession)</b>	—	8.X.1991	30.VII.1999
<b>Cyprus (accession)</b>	19.VI.1989	17.IX.1989	15.V.1998
<b>Denmark (accession)</b>	2.IV.1975	19.VI.1975	15.V.1998
<b>Djibouti (accession)</b>	1.III.1990	30.V.1990	17.V.2002
<b>Dominican Republic (ratification)</b>	2.IV.1975	19.VI.1975	
<b>Ecuador (accession)</b>	23.XII.1976	23.III.1977	
<b>Egypt (accession)</b>	3.II.1989	4.V.1989	
<b>El Salvador (accession)</b>	2.I.2002	2.IV.2002	
<b>Equatorial Guinea (accession)</b>	24.IV.1996	23.VII.1996	
<b>Estonia (accession)</b>	1.XII.1992	1.III.1993	
<b>Fiji (accession)</b>	15.VIII.1972	19.VI.1975	30.XI.2000
<b>Finland (ratification)</b>	10.X.1980	8.I.1981	15.V.1998

*CLC 1969*

	Date of deposit of instrument	Date of entry into force or succession	Effective date of denunciation
<b>France (ratification)</b>	17.III.1975	19.VI.1975	15.V.1998
<b>Gabon (accession)</b>	21.I.1982	21.IV.1982	31.V.2003
<b>Gambia (accession)</b>	1.XI.1991	30.I.1992	
<b>Georgia (accession)</b>	19.IV.1994	18.VII.1994	
<b>Germany<sup>3</sup> (ratification)<sup>1</sup></b>	20.V.1975	18.VIII.1975 <sup>4</sup>	15.V.1998
<b>Ghana (ratification)</b>	20.IV.1978	19.VII.1978	
<b>Greece (accession)</b>	29.VI.1976	27.IX.1976	15.V.1998
<b>Guatemala (acceptance)<sup>1</sup></b>	20.X.1982	18.I.1983	
<b>Guyana (accession)</b>	10.XII.1997	10.III.1998	
<b>Honduras (accession)</b>	2.XII.1998	2.III.1999	
<b>Iceland (ratification)</b>	17.VII.1980	15.X.1980	10.II.2001
<b>India (accession)</b>	1.V.1987	30.VII.1987	21.VI.2001
<b>Indonesia (ratification)</b>	1.IX.1978	30.XI.1978	
<b>Ireland (ratification)</b>	19.XI.1992	17.II.1993	15.V.1998
<b>Italy (ratification)<sup>1</sup></b>	27.II.1979	28.V.1979	8.X.2000
<b>Japan (accession)</b>	3.VI.1976	1.IX.1976	15.V.1998
<b>Kazakhstan (accession)</b>	7.III.1994	5.VI.1994	
<b>Kenya (accession)</b>	15.XII.1992	15.III.1993	7.VII.2001
<b>Kuwait (accession)</b>	2.IV.1981	1.VII.1981	
<b>Latvia (accession)</b>	10.VII.1992	8.X.1992	
<b>Lebanon (accession)</b>	9.IV.1974	19.VI.1975	
<b>Liberia (accession)</b>	25.IX.1972	19.VI.1975	15.V.1998
<b>Luxembourg (accession)</b>	14.II.1991	15.V.1991	
<b>Malaysia (accession)</b>	6.I.1995	6.IV.1995	
<b>Maldives (accession)</b>	16.III.1981	14.VI.1981	
<b>Malta (accession)</b>	27.IX.1991	26.XII.1991	6.I.2001
<b>Marshall Islands (accession)</b>	24.I.1994	24.IV.1994	15.V.1998
<b>Mauritania (accession)</b>	17.XI.1995	15.II.1996	
<b>Mauritius (accession)</b>	6.IV.1995	5.VII.1995	6.XII.2000
<b>Mexico (accession)</b>	13.V.1994	11.VIII.1994	15.V.1998
<b>Monaco (ratification)</b>	21.VIII.1975	19.XI.1975	15.V.1998
<b>Morocco (accession)</b>	11.IV.1974	19.VI.1975	25.X.2001
<b>Mozambique (accession)</b>	23.XII.1996	23.III.1997	26.IV.2003
<b>Netherlands (ratification)</b>	9.IX.1975	8.XII.1975	15.V.1998
<b>New Zealand (accession)</b>	27.IV.1976	26.VII.1976	25.VI.1999
<b>Nicaragua (accession)</b>	4.VI.1996	2.IX.1996	
<b>Nigeria (accession)</b>	7.V.1981	5.VIII.1981	24.V.2003
<b>Norway (accession)</b>	21.III.1975	19.VI.1975	15.V.1998
<b>Oman (accession)</b>	24.I.1985	24.IV.1985	15.V.1998
<b>Panama (ratification)</b>	7.I.1976	6.IV.1976	11.V.2000
<b>Papua New Guinea (accession)</b>	12.III.1980	10.VI.1980	23.I.2002
<b>Peru (accession)<sup>1</sup></b>	24.II.1987	25.V.1987	
<b>Poland (ratification)</b>	18.III.1976	16.VI.1976	21.XII.2000
<b>Portugal (ratification)</b>	26.XI.1976	24.II.1977	
<b>Qatar (accession)</b>	2.VI.1988	31.VIII.1988	20.XI.2002

*CLC 1969*

	Date of deposit of instrument	Date of entry into force or succession	Effective date of denunciation
<b>Republic of Korea (accession)</b>	18.XII.1978	18.III.1979	15.V.1998
<b>Russian Federation<sup>5</sup> (accession)<sup>1</sup></b>	24.VI.1975	22.IX.1975	20.III.2001
<b>Saint Kitts and Nevis (accession)<sup>1</sup></b>	14.IX.1994	13.XII.1994	
<b>Saint Vincent and the Grenadines (accession)</b>	19.IV.1989	18.VII.1989	9.X.2002
<b>Sao Tome and Principe (accession)</b>	29.X.1998	27.I.1999	
<b>Saudi Arabia (accession)<sup>1</sup></b>	15.IV.1993	14.VII.1993	
<b>Senegal (accession)</b>	27.III.1972	19.VI.1975	
<b>Seychelles (accession)</b>	12.IV.1988	11.VII.1988	23.VII.2000
<b>Sierra Leone (accession)</b>	13.VIII.1993	11.XI.1993	4.VI.2002
<b>Singapore (accession)</b>	16.IX.1981	15.XII.1981	31.XII.1998
<b>Slovenia (succession)</b>	—	25.VI.1991	19.VII.2001
<b>South Africa (accession)</b>	17.III.1976	15.VI.1976	
<b>Spain (ratification)</b>	8.XII.1975	7.III.1976	15.V.1998
<b>Sri Lanka (accession)</b>	12.IV.1983	11.VII.1983	22.I.2000
<b>Sweden (ratification)</b>	17.III.1975	19.VI.1975	15.V.1998
<b>Switzerland (ratification)</b>	15.XII.1987	14.III.1988	15.V.1998
<b>Syrian Arab Republic (accession)<sup>1</sup></b>	6.II.1975	19.VI.1975	
<b>Tonga (accession)</b>	1.II.1996	1.V.1996	10.XII.2000
<b>Tunisia (accession)</b>	4.V.1976	2.VIII.1976	15.V.1998
<b>Tuvalu (succession)</b>	—	1.X.1978	
<b>United Arab Emirates (accession)</b>	15.XII.1983	14.III.1984	
<b>United Kingdom (ratification)</b>	17.III.1975	19.VI.1975	15.V.1998
<b>Vanuatu (accession)</b>	2.II.1983	3.V.1983	18.II.2000
<b>Venezuela (accession)</b>	21.I.1992	20.IV.1992	22.VII.1999
<b>Yemen (accession)</b>	6.III.1979	4.VI.1979	
<b>Yugoslavia (ratification)</b>	18.VI.1976	16.IX.1976	

Number of Contracting States: 49

The Convention applies provisionally in respect of the following States:

Kiribati

Solomon Islands

<sup>1</sup> With a declaration, reservation or statement.

<sup>2</sup> Applied to the Hong Kong Special Administrative Region with effect from 1.VII.1997. Effective date of denunciation: 5.I.2000.

<sup>3</sup> On 3.X.1990 the German Democratic Republic acceded to the Federal Republic of Germany. The German Democratic Republic had acceded to the Convention on 13.III.1978.

<sup>4</sup> In accordance with the intention expressed by the Government of the Federal Republic of Germany and based on its interpretation of article XV of the Convention.

<sup>5</sup> As from 26.XII.1991 the membership of the USSR in the Convention is continued by the Russian Federation.



## **Declarations, Reservations and Statements**

### **Australia**

The instrument of ratification of the Commonwealth of Australia was accompanied by the following declarations:

“Australia has taken note of the reservation made by the Union of Soviet Socialist Republics on its accession on 24 June 1975 to the Convention, concerning article XI(2) of the Convention. Australia wishes to advise that is unable to accept the reservation. Australia considers that international law does not grant a State the right to immunity from the jurisdiction of the courts of another State in proceedings concerning civil liability in respect of a State-owned ship used for commercial purposes. It is also Australia’s understanding that the above-mentioned reservation is not intended to have the effect that the Union of Soviet Socialist Republics may claim judicial immunity of a foreign State with respect to ships owned by it, used for commercial purposes and operated by a company which in the Union of Soviet Socialist Republic is registered as the ship’s operator, when actions for compensation are brought against the company in accordance with the provisions of the Convention. Australia also declares that, while being unable to accept the Soviet reservation, it does not regard that fact as precluding the entry into force of the Convention as between the Union of Soviet Socialist Republics and Australia.”

“Australia has taken note of the declaration made by the German Democratic Republic on its accession on 13 March 1978 to the Convention, concerning article XI(2) of the Convention. Australia wishes to declare that it cannot accept the German Democratic Republic’s position on sovereign immunity. Australia considers that international law does not grant a State the right to immunity from the jurisdiction of the courts of another State in proceedings concerning civil liability in respect of a State-owned ship used for commercial purposes. Australia also declares that, while being unable to accept the declaration by the German Democratic Republic, it does not regard that fact as precluding the entry into force of the Convention as between the German Democratic Republic and Australia.”

### **Belgium**

The instrument of ratification of the Kingdom of Belgium was accompanied by a Note Verbale (in the French language) the text of which reads as follows:

*[Translation]*

“...The Government of the Kingdom of Belgium regrets that it is unable to accept the reservation of the Union of Soviet Socialist Republics, dated 24 June 1975, in respect of article XI, paragraph 2 of the Convention.

The Belgian Government considers that international law does not authorize States to claim judicial immunity in respect of vessels belonging to them and used by them for commercial purposes.

Belgian legislation concerning the immunity of State-owned vessels is in accordance with the provisions of the International Convention for the Unification of Certain Rules concerning the Immunity of State-owned Ships, done at Brussels on 10 April 1926, to which Belgium is a Party.

The Belgian Government assumes that the reservation of the USSR does not in any way affect the provisions of article 16 of the Maritime Agreement between the Belgian-Luxembourg Economic Union and the Union of Soviet Socialist Republics,

of the Protocol and the Exchange of Letters, signed at Brussels on 17 November 1972. The Belgian Government also assumes that this reservation in no way affects the competence of a Belgian court which, in accordance with article IX of the aforementioned International Convention, is seized of an action for compensation for damage brought against a company registered in the USSR in its capacity of operator of a vessel owned by that State, because the said company, by virtue of article I, paragraph 3 of the same Convention, is considered to be the 'owner of the ship' in the terms of this Convention.

The Belgian Government considers, however, that the Soviet reservation does not impede the entry into force of the Convention as between the Union of Soviet Socialist Republics and the Kingdom of Belgium."

### **China**

At the time of depositing its instrument of accession the Representative of the People's Republic of China declared "that the signature to the Convention by Taiwan authorities is illegal and null and void".

### **German Democratic Republic**

The instrument of accession of the German Democratic Republic was accompanied by the following statement and declarations (in the German language):

*[Translation]*

"In connection with the declaration made by the Government of the Federal Republic of Germany on 20 May 1975 concerning the application of the International Convention on Civil Liability for Oil Pollution Damage of 29 November 1969 to Berlin (West), it is the understanding of the German Democratic Republic that the provisions of the Convention may be applied to Berlin (West) only inasmuch as this is consistent with the Quadripartite Agreement of 3 September 1971, under which Berlin (West) is no constituent part of the Federal Republic of Germany and must not be governed by it."

"The Government of the German Democratic Republic considers that the provisions of article XI, paragraph 2, of the Convention are inconsistent with the principle of immunity of States."<sup>(1)</sup>

The Government of the German Democratic Republic considers that the provisions of article XIII, paragraph 2, of the Convention are inconsistent with the principle that all States pursuing their policies in accordance with the purposes and principles of the Charter of the United Nations shall have the right to become parties to conventions affecting the interests of all States.

The position of the Government of the German Democratic Republic on article XVII of the Convention, as far as the application of the Convention to colonial and other dependent territories is concerned, is governed by the provisions of the United Nations Declaration on the Granting of Independence to Colonial Countries and Peoples (resolution 1514(XV) of 14 December 1960) proclaiming the necessity of bringing a speedy and unconditional end to colonialism in all its forms and manifestations."

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<sup>(1)</sup> The following Governments do not accept the reservation contained in the instrument of accession of the Government of the German Democratic Republic, and the texts of their Notes to this effect were circulated by the depositary: Denmark, France, the Federal Republic of Germany, Japan, Norway, Sweden and the United Kingdom.

**Federal Republic of Germany**

The instrument of ratification of the Federal Republic of Germany was accompanied by a declaration (in the English language) that “with effect from the day on which the Convention enters into force for the Federal Republic of Germany it shall also apply to Berlin (West)”.

**Guatemala**

The instrument of acceptance of the Republic of Guatemala contained the following declaration (in the Spanish language):

*[Translation]*

“It is declared that relations that may arise with Belize by virtue of this accession can in no sense be interpreted as recognition by the State of Guatemala of the independence and sovereignty unilaterally decreed by Belize.”

**Italy**

The instrument of ratification of the Italian Republic was accompanied by the following statement (in the Italian language):

*[Translation]*

“The Italian Government wishes to state that it has taken note of the reservation put forward by the Government of the Soviet Union (on the occasion of the deposit of the instrument of accession on 24 June 1975) to article XI(2) of the International Convention on civil liability for oil pollution damage, adopted in Brussels on 29 November 1969.

The Italian Government declares that it cannot accept the aforementioned reservation and, with regard to the matter, observes that, under international law, the States have no right to jurisdictional immunity in cases where vessels of theirs are utilized for commercial purposes.

The Italian Government therefore considers its judicial bodies competent - as foreseen by articles IX and XI(2) of the Convention - in actions for the recovery of losses incurred in cases involving vessels belonging to States employing them for commercial purposes, as indeed in cases where, on the basis of article I(3), it is a company, running vessels on behalf of a State, that is considered the owner of the vessel.

The reservation and its non-acceptance by the Italian Government do not, however, preclude the coming into force of the Convention between the Soviet Union and Italy, and its full implementation, including that of article XI(2).”

**Peru<sup>(2)</sup>**

The instrument of accession of the Republic of Peru contained the following reservation (in the Spanish language):

*[Translation]*

“With respect to article II, because it considers that the said Convention will be understood as applicable to pollution damage caused in the sea area under the

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<sup>(2)</sup> The depositary received the following communication dated 14 July 1987 from the Embassy of the Federal Republic of Germany in London (in the English language):

“...the Government of the Federal Republic of Germany has the honour to reiterate its well-known position as to the sea area up to the limit of 200 nautical miles, measured from the base lines of the Peruvian coast, claimed by Peru to be under the sovereignty and

sovereignty and jurisdiction of the Peruvian State, up to the limit of 200 nautical miles, measured from the base lines of the Peruvian coast”.

### **Russian Federation**

*See USSR.*

### **Saint Kitts and Nevis**

The instrument of accession of Saint Kitts and Nevis contained the following declaration:

“The Government of Saint Kitts and Nevis considers that international law does not authorize States to claim judicial immunity in respect of vessels belonging to them and used by them for commercial purposes”.

### **Saudi Arabia**

The instrument of accession of the Kingdom of Saudi Arabia contained the following reservation (in the Arabic language):

*[Translation]*

“However, this accession does not in any way mean or entail the recognition of Israel, and does not lead to entering into any dealings with Israel; which may be arranged by the above-mentioned Convention and the said Protocol”.

### **Syrian Arab Republic**

The instrument of accession of the Syrian Arab Republic contains the following sentence (in the Arabic language):

*[Translation]*

“...this accession [to the Convention] in no way implies recognition of Israel and does not involve the establishment of any relations with Israel arising from the provisions of this Convention”.

### **USSR**

The instrument of accession of the Union of Soviet Republics contains the following reservation (in the Russian language):

*[Translation]*

“The Union of Soviet Socialist Republic does not consider itself bound by the provisions of article XI, paragraph 2 of the Convention, as they contradict the principle

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jurisdiction of the Peruvian State. In this respect the Federal Government points again to the fact that according to international law no coastal State can claim unrestricted sovereignty and jurisdiction beyond its territorial sea, and that the maximum breadth of the territorial sea according to international law is 12 nautical miles.”

The depositary received the following communication dated 4 November 1987 from the Permanent Mission of the Union of Soviet Socialist Republics to the International Maritime Organization (in the Russian language):

*[Translation]*

“...the Soviet Side has the honour to confirm its position in accordance with which a coastal State has no right to claim an extension of its sovereignty to sea areas beyond the outer limit of its territorial waters the maximum breadth of which in accordance with international law cannot exceed 12 nautical miles.”

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*CLC 1969*

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of the judicial immunity of a foreign State.”<sup>(3)</sup>

Furthermore, the instrument of accession contains the following statement (in the Russian language):

*[Translation]*

“On its accession to the International Convention on Civil Liability for Oil Pollution Damage, 1969, the Union of Soviet Socialist Republics considers it necessary to state that:

“(a) the provisions of article XIII, paragraph 2 of the Convention which deny participation in the Convention to a number of States, are of a discriminatory nature and contradict the generally recognized principle of the sovereign equality of States, and

(b) the provisions of article XVII of the Convention envisaging the possibility of its extension by the Contracting States to the territories for the international relations of which they are responsible are outdated and contradict the United Nations Declaration on Granting Independence to Colonial Countries and Peoples (resolution 1514(XV) of 14 December 1960)”.

The depositary received on 17 July 1979 from the Embassy of the Union of Soviet Socialist Republics in London a communication stating that:

“...the Soviet side confirms the reservation to paragraph 2 of article XI of the International Convention of 1969 on the Civil Liability for Oil Pollution Damage, made by the Union of Soviet Socialist Republics at adhering to the Convention. This reservation reflects the unchanged and well-known position of the USSR regarding the impermissibility of submitting a State without its express consent to the courts jurisdiction of another State. This principle of the judicial immunity of a foreign State is consistently upheld by the USSR at concluding and applying multilateral international agreements on various matters, including those of merchant shipping and the Law of the sea.

In accordance with article III and other provisions of the 1969 Convention, the liability for the oil pollution damage, established by the Convention is attached to “the owner” of “the ship”, which caused such damage, while paragraph 3 of article I of the Convention stipulates that “in the case of a ship owned by a state and operated by a company which in that state is registered as the ship’s operator, “owner” shall mean such company”. Since in the USSR state ships used for commercial purposes are under the operational management of state organizations who have an independent liability on their obligations, it is only against these organizations and not against the Soviet state that actions for compensation of the oil pollution damage in accordance with the 1969 Convention could be brought. Thus the said reservation does not prevent the consideration in foreign courts in accordance with the jurisdiction established by the Convention, of such suits for the compensation of the damage by the merchant ships owned by the Soviet state”.

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<sup>(3)</sup> The following Governments do not accept the reservation contained in the instrument of accession of the Government of the Union of Soviet Socialist Republics, and the texts of their Notes to this effect were circulated by the depositary: Denmark, France, the Federal Republic of Germany, Japan, the Netherlands, New Zealand, Norway, Sweden, the United Kingdom.

*CLC Protocol 1976*

**Protocol to the International  
Convention on  
Civil liability  
for oil pollution damage**

**(CLC PROT 1976)**

Done at London,  
19 November 1976  
Entered into force: 8 April 1981

**Protocole à la Convention  
Internationale sur la  
Responsabilité civile pour  
les dommages dus à la  
pollution par les  
hydrocarbures  
(CLC PROT 1976)**

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

**Contracting States  
as at 2.XII.2002**

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>	<b>Effective date of denunciation</b>
<b>Albania (accession)</b>	6.IV.1994	5.VII.1994	
<b>Antigua and Barbuda (accession)</b>	23.VI.1997	21.IX.1997	
<b>Australia (accession)</b>	7.XI.1983	5.II.1984	
<b>Bahamas (acceptance)</b>	3.III.1980	8.IV.1981	
<b>Bahrain (accession)</b>	3.V.1996	1.VIII.1996	
<b>Barbados (accession)</b>	6.V.1994	4.VIII.1994	
<b>Belgium (accession)</b>	15.VI.1989	13.IX.1989	
<b>Belize (accession)</b>	2.IV.1991	1.VII.1991	
<b>Brunei Darussalam (accession)</b>	29.IX.1992	28.XII.1992	
<b>Cambodia (accession)</b>	8.VI.2001	6.IX.2001	
<b>Cameroon (accession)</b>	14.V.1984	12.VIII.1984	
<b>Canada (accession)</b>	24.I.1989	24.IV.1989	
<b>China<sup>4</sup> (accession)<sup>1</sup></b>	29.IX.1986	28.XII.1986	22.VIII.2003
<b>Colombia (accession)</b>	26.III.1990	24.VI.1990	
<b>Costa Rica (accession)</b>	8.XII.1997	8.III.1998	
<b>Cyprus (accession)</b>	19.VI.1989	17.IX.1989	
<b>Denmark (accession)</b>	3.VI.1981	1.IX.1981	
<b>Egypt (accession)</b>	3.II.1989	4.V.1989	
<b>El Salvador (accession)</b>	2.I.2002	2.IV.2002	
<b>Finland (accession)</b>	8.I.1981	8.IV.1981	
<b>France (approval)</b>	7.XI.1980	8.IV.1981	
<b>Georgia (accession)</b>	25.VIII.1995	23.XI.1995	
<b>Germany (ratification)<sup>2</sup></b>	28.VIII.1980	8.IV.1981	
<b>Greece (accession)</b>	10.V.1989	8.VIII.1989	
<b>Iceland (accession)</b>	24.III.1994	22.VI.1994	
<b>India (accession)</b>	1.V.1987	30.VII.1987	
<b>Ireland (accession)</b>	19.XI.1992	17.II.1993	15.V.1998
<b>Italy (accession)</b>	3.VI.1983	1.IX.1983	
<b>Japan (accession)</b>	24.VIII.1994	22.XI.1994	
<b>Kuwait (accession)</b>	1.VII.1981	29.IX.1981	

*CLC Protocol 1976*

	Date of deposit of instrument	Date of entry into force	Effective date of denunciation
<b>Liberia (accession)</b>	17.II.1981	8.IV.1981	
<b>Luxembourg (accession)</b>	14.II.1991	15.V.1991	
<b>Maldives (accession)</b>	14.VI.1981	12.IX.1981	
<b>Malta (accession)</b>	27.IX.1991	26.XII.1991	6.I.2001
<b>Marshall Islands (accession)</b>	24.I.1994	24.IV.1994	
<b>Mauritania (accession)</b>	17.XI.1995	15.II.1996	
<b>Mauritius (accession)</b>	6.IV.1995	5.VII.1995	
<b>Mexico (accession)</b>	13.V.1994	11.VIII.1994	
<b>Netherlands (accession)</b>	3.VIII.1982	1.XI.1982	
<b>Nicaragua (accession)</b>	4.VI.1996	2.IX.1996	
<b>Norway (accession)</b>	17.VII.1978	8.IV.1981	
<b>Oman (accession)</b>	24.I.1985	24.IV.1985	
<b>Peru (accession)</b>	24.II.1987	25.V.1987	
<b>Poland (accession)<sup>1</sup></b>	30.X.1985	28.I.1986	
<b>Portugal (accession)</b>	2.I.1986	2.IV.1986	
<b>Qatar (accession)</b>	2.VI.1988	31.VIII.1988	
<b>Republic of Korea (accession)</b>	8.XII.1992	8.III.1993	
<b>Russian Federation<sup>3</sup> (accession)<sup>1</sup></b>	2.XII.1988	2.III.1989	
<b>Saudi Arabia (accession)<sup>2</sup></b>	15.IV.1993	14.VII.1993	
<b>Singapore (accession)</b>	15.XII.1981	15.III.1982	
<b>Spain (accession)</b>	22.X.1981	20.I.1982	
<b>Sweden (ratification)</b>	7.VII.1978	8.IV.1981	
<b>Switzerland (accession)<sup>1</sup></b>	15.XII.1987	14.III.1988	
<b>United Arab Emirates (accession)</b>	14.III.1984	12.VI.1984	
<b>United Kingdom (ratification)<sup>1</sup></b>	31.I.1980	8.IV.1981	15.V.1998
<b>Vanuatu (accession)</b>	13.I.1989	13.IV.1989	
<b>Venezuela (accession)</b>	21.I.1992	20.IV.1992	
<b>Yemen (accession)</b>	4.VI.1979	8.IV.1981	

Number of Contracting States: 55

<sup>1</sup> With a notification under article V(9)(c) of the Convention, as amended by the Protocol.

<sup>2</sup> With a declaration.

<sup>3</sup> As from 26.XII.1991 the membership of the USSR in the Protocol is continued by the Russian Federation.

<sup>4</sup> Applies to the Hong Kong Special Administrative Region with effect from 1.VII.1997.

**States which have denounced the Protocol**

	<b>Date of receipt of denunciation</b>	<b>Effective date of denunciation</b>
<b>Australia</b>	22.VI.1988	[date of entry into force of 1984 CLC Protocol]
<b>Ireland</b>	15.V.1997	15.V.1998
<b>United Kingdom</b>	12.V.1997	15.V.1998
<b>Malta</b>	6.I.2000	6.I.2001

**Declarations, Reservations and Statements****Federal Republic of Germany**

The instrument of ratification of the Federal Republic of Germany contains the following declaration (in the English language):

“...with effect from the date on which the Protocol enters into force for the Federal Republic of Germany it shall also apply to Berlin (West)”.

**Saudi Arabia**

The instrument of accession of the Kingdom of Saudi Arabia contained the following reservation (in the Arabic language):

*[Translation]*

“However, this accession does not in any way mean or entail the recognition of Israel, and does not lead to entering into any dealings with Israel; which may be arranged by the above-mentioned Convention and the said Protocol”.

**Notifications****Article V(9)(c) of the Convention, as amended by the Protocol****China**

“...the value of the national currency, in terms of SDR, of the People’s Republic of China is calculated in accordance with the method of valuation applied by the International Monetary Fund.”

**Poland**

“Poland will now calculate financial liabilities in cases of limitation of the liability of owners of sea-going ships and liability under the International Oil Pollution Compensation Fund in terms of the Special Drawing Right, as defined by the International Monetary Fund.

However, those SDR’s will be converted according to the method instigated by Poland, which is derived from the fact that Poland is not a member of the International Monetary Fund.

The method of conversion is that the Polish National Bank will fix a rate of exchange



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*CLC Protocol 1976*

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of the SDR to the Polish zloty through the conversion of the SDR to the United States dollar, according to the current rates of exchange quoted by Reuter. The US dollars will then be converted into Polish zloties at the rate of exchange quoted by the Polish National Bank from their current table of rates of foreign currencies.

The above method of calculation is in accordance with the provisions of article II paragraph 9 item “a” (in fine) of the Protocol to the International Convention on Civil Liability for Oil Pollution Damage and article II of the Protocol to the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage.”

**Switzerland***[Translation]*

“The Swiss Federal Council declares, with reference to article V, paragraph 9(a) and (c) of the Convention, introduced by article II of the Protocol of 19 November 1976, that Switzerland calculates the value of its national currency in special drawing rights (SDR) in the following way:

The Swiss National Bank (SNB) notifies the International Monetary Fund (IMF) daily of the mean rate of the dollar of the United States of America on the Zurich currency market. The exchange value of one SDR in Swiss francs is determined from that dollar rate and the rate of the SDR in dollars calculated by IMF. On the basis of these values, SNB calculates a mean SDR rate which it will publish in its Monthly Gazette.

**USSR**

“In accordance with article V, paragraph 9 “c” of the International Convention on Civil Liability for Oil Pollution Damage, 1969 in the wording of article II of the Protocol of 1976 to this Convention it is declared that the value of the unit of “The Special Drawing Right” expressed in Soviet roubles is calculated on the basis of the US dollar rate in effect at the date of the calculation in relation to the unit of “The Special Drawing Right”, determined by the International Monetary Fund, and the US dollar rate in effect at the same date in relation to the Soviet rouble, determined by the State Bank of the USSR”.

**United Kingdom**

“...in accordance with article V(9)(c) of the Convention, as amended by article II(2) of the Protocol, the manner of calculation employed by the United Kingdom pursuant to article V(9)(a) of the Convention, as amended, shall be the method of valuation applied by the International Monetary Fund.

*CLC Protocol 1992***Protocol of 1992 to amend the  
International Convention on****Civil liability for oil  
pollution damage, 1969****(CLC PROT 1992)**

Done at London,  
19 November 1992  
Entry into force: 30 May 1996

**Protocole à la Convention  
Internationale sur la  
Responsabilité civile pour  
les dommages dus à la  
pollution par les  
hydrocarbures, 1969****(CLC PROT 1992)**

Signé à Londres,  
le 19 novembre 1992  
Entrée en vigueur: 30 May 1996

**Contracting States**  
as at 2.XII.2002

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Algeria (accession)</b>	11.VI.1998	11.VI.1999
<b>Angola (accession)</b>	4.X.2001	4.X.2002
<b>Antigua and Barbuda (accession)</b>	14.VI.2000	14.VI.2001
<b>Argentina (accession)<sup>2</sup></b>	13.X.2000	13.X.2001
<b>Australia (accession)</b>	9.X.1995	9.X.1996
<b>Bahamas (accession)</b>	1.IV.1997	1.IV.1998
<b>Bahrain (accession)</b>	3.V.1996	3.V.1997
<b>Barbados (accession)</b>	7.VII.1998	7.VII.1999
<b>Belgium (accession)</b>	6.X.1998	6.X.1999
<b>Belize (accession)</b>	27.XI.1998	27.XI.1999
<b>Brunei Darussalam (accession)</b>	31.I.2002	31.I.2003
<b>Cambodia (accession)</b>	8.VI.2001	8.VI.2002
<b>Cameroon (accession)</b>	15.X.2001	15.X.2002
<b>Canada (accession)</b>	29.V.1998	29.V.1999
<b>Chile (accession)</b>	29.V.2002	29.V.2003
<b>China (accession)<sup>1</sup></b>	5.I.1999	5.I.2000
<b>Colombia (accession)</b>	19.XI.2001	19.XI.2002
<b>Congo (accession)</b>	7.VIII.2002	7.VIII.2003
<b>Comoros (accession)</b>	5.I.2000	5.I.2001
<b>Croatia (accession)</b>	12.I.1998	12.I.1999
<b>Cyprus (accession)</b>	12.V.1997	12.V.1998
<b>Denmark (ratification)</b>	30.V.1995	30.V.1996
<b>Djibouti (accession)</b>	8.I.2001	8.I.2002
<b>Dominica (accession)</b>	31.VIII.2001	31.VIII.2002
<b>Dominican Republic (accession)</b>	24.VI.1999	24.VI.2000
<b>Egypt (accession)</b>	21.IV.1995	30.V.1996
<b>El Salvador (accession)</b>	2.I.2002	2.I.2003
<b>Fiji (accession)</b>	30.XI.1999	30.XI.2000

*CLC Protocol 1992*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Finland (acceptance)</b>	24.XI.1995	24.XI.1996
<b>France (approval)</b>	29.IX.1994	30.V.1996
<b>Gabon (accession)</b>	31.V.2002	31.V.2003
<b>Georgia (accession)</b>	18.IV.2000	18.IV.2001
<b>Germany (ratification)<sup>1</sup></b>	29.IX.1994	30.V.1996
<b>Greece (ratification)</b>	9.X.1995	9.X.1996
<b>Grenada (accession)</b>	7.I.1998	7.I.1999
<b>Guinea (accession)</b>	2.X.2002	2.X.2003
<b>Iceland (accession)</b>	13.XI.1998	13.XI.1999
<b>India (accession)</b>	15.XI.1999	15.XI.2000
<b>Indonesia (accession)</b>	6.VII.1999	6.VII.2000
<b>Ireland (accession)<sup>2</sup></b>	15.V.1997	16.V.1998
<b>Italy (accession)</b>	16.IX.1999	16.IX.2000
<b>Jamaica (accession)</b>	6.VI.1997	6.VI.1998
<b>Japan (accession)</b>	24.VIII.1994	30.V.1996
<b>Kenya (accession)</b>	2.II.2000	2.II.2001
<b>Latvia (accession)</b>	9.III.1998	9.III.1999
<b>Liberia (accession)</b>	5.X.1995	5.X.1996
<b>Lithuania (accession)</b>	27.VI.2000	27.VI.2001
<b>Madagascar (accession)</b>	21.V.2002	21.V.2003
<b>Malta (accession)</b>	6.I.2000	6.I.2001
<b>Marshall Islands (accession)</b>	16.X.1995	16.X.1996
<b>Mauritius (accession)</b>	6.XII.1999	6.XII.2000
<b>Mexico (accession)</b>	13.V.1994	30.V.1996
<b>Monaco (ratification)</b>	8.XI.1996	8.XI.1997
<b>Morocco (ratification)</b>	22.VIII.2000	22.VIII.2001
<b>Mozambique (accession)</b>	26.IV.2002	26.IV.2003
<b>Netherlands (accession)</b>	15.XI.1996	15.XI.1997
<b>New Zealand (accession)<sup>2</sup></b>	25.VI.1998	25.VI.1999
<b>Nigeria (accession)</b>	24.V.2002	24.V.2003
<b>Norway (ratification)</b>	3.IV.1995	30.V.1996
<b>Oman (accession)</b>	8.VII.1994	30.V.1996
<b>Panama (accession)</b>	18.III.1999	18.III.2000
<b>Papua New Guinea (accession)</b>	23.I.2001	23.I.2002
<b>Philippines (accession)</b>	7.VII.1997	7.VII.1998
<b>Poland (accession)</b>	21.XII.1999	21.XII.2000
<b>Portugal (accession)</b>	13.XI.2001	13.XI.2002
<b>Qatar (accession)</b>	20.XI.2001	20.XI.2002
<b>Republic of Korea (accession)<sup>2</sup></b>	7.III.1997	16.V.1998
<b>Romania (accession)</b>	27.XI.2000	27.XI.2001
<b>Russian Federation (accession)</b>	20.III.2000	20.III.2001
<b>Samoa (accession)</b>	1.II.2002	1.II.2003
<b>St. Vincent and the Grenadines (accession)</b>	9.X.2001	9.X.2002
<b>Seychelles (accession)</b>	23.VII.1999	23.VII.2000
<b>Sierra Leone (accession)</b>	4.VI.2001	4.VI.2002
<b>Singapore (accession)</b>	18.IX.1997	18.IX.1998

*CLC Protocol 1992*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Slovenia (accession)</b>	19.VII.2000	19.VII.2001
<b>Spain (accession)</b>	6.VII.1995	6.VII.1996
<b>Sri Lanka (accession)</b>	22.I.1999	22.I.2000
<b>Sweden (ratification)</b>	25.V.1995	30.V.1996
<b>Switzerland (accession)</b>	4.VII.1996	4.VII.1997
<b>Tonga (accession)</b>	10.XII.1999	10.XII.2000
<b>Trinidad and Tobago (accession)</b>	6.III.2000	6.III.2001
<b>Tunisia (accession)</b>	29.I.1997	29.I.1998
<b>Turkey (accession)<sup>2</sup></b>	17.VIII.2001	17.VIII.2002
<b>United Arab Emirates (accession)</b>	19.XI.1997	19.XI.1998
<b>United Kingdom (accession)<sup>3</sup></b>	29.IX.1994	30.V.1996
<b>Uruguay (accession)</b>	9.VII.1997	9.VII.1998
<b>Vanuatu (accession)</b>	18.II.1999	18.II.2000
<b>Venezuela (accession)</b>	22.VII.1998	22.VII.1999

Number of Contracting States: 88

<sup>1</sup> China declared that the Protocol will also be applicable to the Hong Kong Special Administrative Region.

<sup>2</sup> With a declaration.

<sup>3</sup> The United Kingdom declared its accession to be effective in respect of:

The Bailiwick of Jersey

The Isle of Man

Falkland Islands\*

Montserrat

South Georgia and the South Sandwich Islands

Anguilla )

Bailiwick of Guernsey )

Bermuda )

British Antarctic Territory )

British Indian Ocean Territory ) with effect from 20.2.98

Pitcairn, Henderson,

Ducie and Oeno Islands )

Sovereign Base Areas of

Akrotiri and Dhekelia on Cyprus )

Turks & Caicos Islands )

Virgin Islands )

Cayman Islands )

Gibraltar )

St Helena and its Dependencies ) with effect from 15.5.98

\* A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

### Declarations, Reservations and Statements

#### Germany

The instrument of ratification of Germany was accompanied by the following declaration:

“The Federal Republic of Germany hereby declares that, having deposited the instruments of ratification of the protocols of 27 November 1992 amending the International Convention on Civil Liability for Oil Pollution Damage of 1969 and amending the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage of 1971, it regards its ratification of the Protocols of 25 May 1984, as documented on 18 October 1988 by the deposit of its instruments of ratification, as null and void as from the entry into force of the Protocols of 27 November 1992.”

#### New Zealand

The instrument of accession of New Zealand contained the following declaration:

“And declares that this accession shall not extend to Tokelau unless and until a declaration to this effect is lodged by the Government of New Zealand with the Depositary”.

**International Convention  
on the  
Establishment of  
an International Fund  
for compensation  
for oil pollution damage**

**(FUND 1971)**

Done at Brussels, 18 December 1971  
Entered into force: 16 October 1978

**Convention Internationale  
portant  
Création d'un Fonds  
International  
d'indemnisation pour les  
dommages dus à la pollution  
par les hydrocarbures**

**(FONDS 1971)**

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

**Cessation: 2.XII.2002**

#### Contracting States at time of cessation of Convention

	<b>Date of deposit of instrument</b>	<b>Date of entry into force or succession</b>	<b>Effective date of denunciation</b>
<b>Albania (accession)</b>	6.IV.1994	5.VII.1994	
<b>Algeria (ratification)</b>	2.VI.1975	16.X.1978	3.VIII.1999
<b>Antigua and Barbuda (accession)</b>	23.VI.1997	21.IX.1997	14.VI.2001
<b>Australia (accession)</b>	10.X.1994	8.I.1995	15.V.1998
<b>Bahamas (accession)</b>	22.VII.1976	16.X.1978	15.V.1998
<b>Bahrain (accession)</b>	3.V.1996	1.VIII.1996	15.V.1998

*Fund 1971**Fonds 1971*

	Date of deposit of instrument	Date of entry into force or succession	Effective date of denunciation
Barbados (accession)	6.V.1994	4.VIII.1994	7.VII.1999
Belgium (ratification)	1.XII.1994	1.III.1995	6.X.1999
Benin (accession)	1.XI.1985	30.I.1986	
Brunei Darussalam (accession)	29.IX.1992	28.XII.1992	31.I.2003
Cameroon (accession)	14.V.1984	12.VIII.1984	15.X.2002
Canada (accession) <sup>1</sup>	24.I.1989	24.IV.1989	29.V.1999
China <sup>2</sup>	—	1.VII.1997	5.I.2000
Colombia (accession)	13.III.1997	11.VI.1997	
Côte d'Ivoire (accession)	5.X.1987	3.I.1988	
Croatia (succession)	—	8.X.1991	30.VII.1999
Cyprus (accession)	26.VII.1989	24.X.1989	15.V.1998
Denmark (accession)	2.IV.1975	16.X.1978	15.V.1998
Djibouti (accession)	1.III.1990	30.V.1990	17.V.2002
Estonia (accession)	1.XII.1992	1.III.1993	
Fiji (accession)	4.III.1983	2.VI.1983	30.XI.2000
Finland (ratification)	10.X.1980	8.I.1981	15.V.1998
France (accession)	11.V.1978	16.X.1978	15.V.1998
Gabon (accession)	21.I.1982	21.IV.1982	
Gambia (accession)	1.XI.1991	30.I.1992	
Germany (ratification) <sup>1</sup>	30.XII.1976	16.X.1978	15.V.1998
Ghana (ratification)	20.IV.1978	16.X.1978	
Greece (accession)	16.XII.1986	16.III.1987	15.V.1998
Guyana (accession)	10.XII.1997	10.III.1998	
Iceland (accession)	17.VII.1980	15.X.1980	10.II.2001
India (accession)	10.VII.1990	8.X.1990	21.VI.2001
Indonesia (accession)	1.IX.1978	30.XI.1978	26.VI.1999
Ireland (ratification)	19.XI.1992	17.II.1993	15.V.1998
Italy (accession)	27.II.1979	28.V.1979	8.X.2000
Japan (ratification)	7.VII.1976	16.X.1978	15.V.1998
Kenya (accession)	15.XII.1992	15.III.1993	7.VII.2001
Kuwait (accession)	2.IV.1981	1.VII.1981	
Liberia (accession)	25.IX.1972	16.X.1978	15.V.1998
Malaysia (accession)	6.I.1995	6.IV.1995	
Maldives (accession)	16.III.1981	14.VI.1981	
Malta (accession)	27.IX.1991	26.XII.1991	6.I.2001
Marshall Islands (accession)	30.XI.1994	28.II.1995	15.V.1998
Mauritania (accession)	17.XI.1995	15.II.1996	
Mauritius (accession)	6.IV.1995	5.VII.1995	6.XII.2000
Mexico (accession)	13.V.1994	11.VIII.1994	15.V.1998
Monaco (accession)	23.VIII.1979	21.XI.1979	15.V.1998
Morocco (accession)	31.XII.1992	31.III.1993	25.X.2001
Mozambique (accession)	23.XII.1996	23.III.1997	26.IV.2003
Netherlands (approval)	3.VIII.1982	1.XI.1982	15.V.1998
New Zealand (accession) <sup>3</sup>	22.XI.1996	20.II.1997	25.VI.1999
Nigeria (accession)	11.IX.1987	10.XII.1987	

*Fund 1971**Fonds 1971*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force or succession</b>	<b>Effective date of denunciation</b>
<b>Norway (ratification)</b>	21.III.1975	16.X.1978	15.V.1998
<b>Oman (accession)</b>	10.V.1985	8.VIII.1985	15.V.1998
<b>Panama (accession)</b>	18.III.1999	16.VI.1999	11.V.2000
<b>Papua New Guinea (accession)</b>	12.III.1980	10.VI.1980	23.I.2002
<b>Poland (ratification)</b>	16.IX.1985	15.XII.1985	21.XII.2000
<b>Portugal (ratification)</b>	11.IX.1985	10.XII.1985	
<b>Qatar (accession)</b>	2.VI.1988	31.VIII.1988	20.XI.2002
<b>Republic of Korea (accession)</b>	8.XII.1992	8.III.1993	15.V.1998
<b>Russian Federation (accession)<sup>4</sup></b>	17.VI.1987	15.IX.1987	20.III.2001
<b>Saint Kitts and Nevis (accession)</b>	14.IX.1994	13.XII.1994	
<b>Seychelles (accession)</b>	12.IV.1988	11.VII.1988	23.VII.2000
<b>Sierra Leone (accession)</b>	13.VIII.1993	11.XI.1993	4.VI.2002
<b>Slovenia (succession)</b>	—	25.VI.1991	19.VII.2001
<b>Spain (accession)</b>	8.X.1981	6.I.1982	15.V.1998
<b>Sri Lanka (accession)</b>	12.IV.1983	11.VII.1983	22.I.2000
<b>Sweden (ratification)</b>	17.III.1975	16.X.1978	15.V.1998
<b>Switzerland (ratification)</b>	4.VII.1996	2.X.1996	15.V.1998
<b>Syrian Arab Republic (accession)<sup>1</sup></b>	6.II.1975	16.X.1978	
<b>Tonga (accession)</b>	1.II.1996	1.V.1996	10.XII.2000
<b>Tunisia (accession)</b>	4.V.1976	16.X.1978	15.V.1998
<b>Tuvalu (succession)</b>	—	16.X.1978	
<b>United Arab Emirates (accession)</b>	15.XII.1983	14.III.1984	24.V.2002
<b>United Kingdom (ratification)</b>	2.IV.1976	16.X.1978	15.V.1998
<b>Vanuatu (accession)</b>	13.I.1989	13.IV.1989	18.II.2000
<b>Venezuela (accession)</b>	21.I.1992	20.IV.1992	22.VII.1999
<b>Yugoslavia (ratification)</b>	16.III.1978	16.X.1978	

Number of Contracting States: 24

Upon the entry into force of the 2000 Protocol to the FUND 1971 Convention, the Convention ceased when the number of Contracting States fell below 25.

<sup>1</sup> With a declaration, reservation or statement.

<sup>2</sup> Applies only to the Hong Kong Special Administrative Region.

<sup>3</sup> Accession by New Zealand was declared not to extend to Tokelau.

<sup>4</sup> As from 26.XII.1991 the membership of the USSR in the Convention is continued by the Russian Federation.

### Declarations, Reservations and Statements

#### Canada

The instrument of accession of Canada was accompanied by the following declaration (in the English and French languages):

"The Government of Canada assumes responsibility for the payment of the obligations contained in articles 10, 11 and 12 of the Fund Convention. Such payments to be made in accordance with section 774 of the Canada Shipping Act as amended by Chapter 7 of the Statutes of Canada 1987".

#### Federal Republic of Germany

The instrument of ratification of the Federal Republic of Germany was accompanied by the following declaration (in the English language):

"that the said Convention shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany."

#### Syrian Arab Republic

The instrument of accession of the Syrian Arab Republic contains the following sentence (in the Arabic language):

*[Translation]*

"...the accession of the Syrian Arab Republic to this Convention ... in no way implies recognition of Israel and does not involve the establishment of any relations with Israel arising from the provisions of this Convention."

#### Protocol to the International Convention on the Establishment of an International Fund for compensation for oil pollution damage

(FUND PROT 1976)

Done at London, 19 November 1976  
Entered into force:  
22 November 1994

#### Protocole à la Convention Internationale portant Creation d'un Fonds International d'indemnisation pour les dommages dus à la pollution par les hydrocarbures

(FONDS PROT 1976)

Signé a Londres, le 19 novembre 1976  
Entré en vigueur:  
22 Novembre 1994

#### Contracting States

as at 9.IX.2002

	Date of deposit of instrument	Date of entry into force	Effective date of denunciation
Albania (accession)	6.IV.1994	22.XI.1994	
Australia (accession)	10.X.1994	8.I.1995	
Bahamas (acceptance)	3.III.1980	22.XI.1994	
Barbados (accession)	6.V.1994	22.XI.1994	



*Fund Protocol 1976**Protocole Fonds 1976*

	Date of deposit of instrument	Date of entry into force	Effective date of denunciation
<b>Bahrain (accession)</b>	3.V.1996	1.VIII.1996	
<b>Belgium (accession)</b>	1.XII.1994	1.III.1995	
<b>Canada (accession)</b>	21.II.1995	22.V.1995	
<b>China<sup>3</sup></b>	—	1.VII.1997	
<b>Colombia (accession)</b>	13.III.1997	11.VI.1997	
<b>Cyprus (accession)</b>	26.VII.1989	22.XI.1994	
<b>Denmark (accession)</b>	3.VI.1981	22.XI.1994	
<b>Finland (accession)</b>	8.I.1981	22.XI.1994	
<b>France (accession)</b>	7.XI.1980	22.XI.1994	
<b>Germany (ratification)<sup>1</sup></b>	28.VIII.1980	22.XI.1994	
<b>Greece (accession)</b>	9.X.1995	7.I.1996	
<b>Iceland (accession)</b>	24.III.1994	22.XI.1994	
<b>India (accession)</b>	10.VII.1990	22.XI.1994	
<b>Ireland (accession)</b>	19.XI.1992	22.XI.1994	15.V.1998
<b>Italy (accession)</b>	21.IX.1983	22.XI.1994	
<b>Japan (accession)</b>	24.VIII.1994	22.XI.1994	
<b>Liberia (accession)</b>	17.II.1981	22.XI.1994	
<b>Malta (accession)</b>	27.IX.1991	22.XI.1994	6.I.2001
<b>Marshall Islands (accession)</b>	16.X.1995	14.I.1996	
<b>Mauritius (accession)</b>	6.IV.1995	5.VII.1995	
<b>Mexico (accession)</b>	13.V.1994	22.XI.1994	
<b>Morocco (accession)</b>	31.XII.1992	22.XI.1994	
<b>Netherlands (accession)</b>	1.XI.1982	22.XI.1994	
<b>Norway (accession)</b>	17.VII.1978	22.XI.1994	
<b>Poland (accession)<sup>1</sup></b>	30.X.1985	22.XI.1994	
<b>Portugal (accession)</b>	11.IX.1985	22.XI.1994	
<b>Russian Federation<sup>2</sup> (accession)</b>	30.I.1989	22.XI.1994	
<b>Spain (accession)</b>	5.IV.1982	22.XI.1994	
<b>Sweden (ratification)</b>	7.VII.1978	22.XI.1994	
<b>United Kingdom (ratification)</b>	31.I.1980	22.XI.1994	15.V.1998
<b>Vanuatu (accession)</b>	13.I.1989	22.XI.1994	
<b>Venezuela (accession)</b>	21.I.1992	22.XI.1994	

Number of Contracting States: 33

<sup>1</sup> With a declaration or statement.<sup>2</sup> As from 26.XII.1991 the membership of the USSR in the Protocol is continued by the Russian Federation.<sup>3</sup> Applies only to the Hong Kong Special Administrative Region.**States which have denounced the Protocol**

	Date of receipt of denunciation	Effective date of denunciation
<b>Ireland</b>	15.V.1997	15.V.1998
<b>United Kingdom</b>	9.V.1997	15.V.1998
<b>Malta</b>	6.I.2000	6.I.2001

### Declarations, Reservations and Statements

#### Federal Republic of Germany

The instrument of ratification of the Federal Republic of Germany contains the following declaration in the English language:

“... with effect from the date on which the Protocol enters into force for the Federal Republic of Germany, it shall also apply to Berlin (West).”

#### Poland

(for text of the notification, see page 458)

**Protocol of 1992 to amend  
the International  
Convention on the  
Establishment of an  
International  
Fund for compensation  
for oil pollution damage**

**(FUND PROT 1992)\***

Done at London,  
27 November 1992  
Entry into force: 30 May 1996

**Protocole de 1992 modifiant  
la Convention Internationale  
de 1971 portant  
Creation d'un Fonds  
International  
d'indemnisation pour les  
dommages dus à la pollution  
par les hydrocarbures**

**(FONDS PROT 1992)**

Signé a Londres,  
le 27 novembre 1992  
Entrée en vigueur: 30 may 1996

#### Contracting States as at 2.XII.2002

	Date of deposit of instrument	Date of entry into force
Algeria (accession)	11.VI.1998	11.VI.1999
Angola (accession)	4.X.2001	4.X.2002
Antigua and Barbuda (accession)	14.VI.2000	14.VI.2001
Argentina (accession) <sup>1</sup>	13.X.2000	13.X.2001
Australia (accession)	9.X.1995	9.X.1996
Bahamas (accession)	1.IV.1997	1.IV.1998
Bahrain (accession)	3.V.1996	3.V.1997
Barbados (accession)	7.VII.1998	7.VII.1999
Belgium (accession)	6.X.1998	6.X.1999
Belize (accession)	27.XI.1998	27.XI.1999

\* The 1971 Fund Convention ceased to be in force on 24 May 2002 and therefore the Convention does not apply to incidents occurring after that date.

*Fund Protocol 1992**Protocole Fonds 1992*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Brunei Darussalam (accession)</b>	31.I.2002	31.I.2003
<b>Cambodia (accession)</b>	8.VI.2001	8.VI.2002
<b>Cameroon (accession)</b>	15.X.2001	15.X.2002
<b>Canada (accession)<sup>1</sup></b>	29.V.1998	29.V.1999
<b>China (accession)<sup>2</sup></b>	5.I.1999	5.I.2000
<b>Colombia (accession)</b>	19.XI.2001	19.XI.2002
<b>Comoros (accession)</b>	5.I.2000	5.I.2001
<b>Congo (accession)</b>	7.VIII.2002	7.VIII.2003
<b>Croatia (accession)</b>	12.I.1998	12.I.1999
<b>Cyprus (accession)</b>	12.V.1997	12.V.1998
<b>Denmark (ratification)</b>	30.V.1995	30.V.1996
<b>Djibouti (accession)</b>	8.I.2001	8.I.2002
<b>Dominica (accession)</b>	31.VIII.2001	31.VIII.2002
<b>Dominican Republic (accession)</b>	24.VI.1999	24.VI.2000
<b>Fiji (accession)</b>	30.XI.1999	30.XI.2000
<b>Finland (acceptance)</b>	24.XI.1995	24.XI.1996
<b>France (approval)</b>	29.IX.1994	30.V.1996
<b>Gabon (accession)</b>	31.V.2002	31.V.2003
<b>Georgia (accession)</b>	18.IV.2000	18.IV.2001
<b>Germany (ratification)<sup>1</sup></b>	29.IX.1994	30.V.1996
<b>Greece (ratification)</b>	9.X.1995	9.X.1996
<b>Grenada (accession)</b>	7.I.1998	7.I.1999
<b>Guinea (accession)</b>	2.X.2002	2.X.2003
<b>Iceland (accession)</b>	13.XI.1998	13.XI.1999
<b>India (accession)</b>	21.VI.2000	21.VI.2001
<b>Ireland (accession)<sup>1</sup></b>	15.V.1997	16.V.1998
<b>Italy (accession)</b>	16.IX.1999	16.IX.2000
<b>Jamaica (accession)</b>	24.VI.1997	24.VI.1998
<b>Japan (accession)</b>	24.VIII.1994	30.V.1996
<b>Kenya (accession)</b>	2.II.2000	2.II.2001
<b>Latvia (accession)</b>	6.IV.1998	6.IV.1999
<b>Liberia (accession)</b>	5.X.1995	5.X.1996
<b>Lithuania (accession)</b>	27.VI.2000	27.VI.2001
<b>Madagascar (accession)</b>	21.V.2002	21.V.2003
<b>Malta (accession)</b>	6.I.2000	6.I.2001
<b>Marshall Islands (accession)</b>	16.X.1995	16.X.1996
<b>Mauritius (accession)</b>	6.XII.1999	6.XII.2000
<b>Mexico (accession)</b>	13.V.1994	30.V.1996
<b>Monaco (ratification)</b>	8.XI.1996	8.XI.1997
<b>Morocco (ratification)</b>	22.VIII.2000	22.VIII.2001
<b>Mozambique (accession)</b>	26.IV.2002	26.IV.2003
<b>Netherlands (accession)</b>	15.XI.1996	15.XI.1997
<b>New Zealand (accession)<sup>1</sup></b>	25.VI.1998	25.VI.1999
<b>Nigeria (accession)</b>	24.V.2002	24.V.2003
<b>Norway (ratification)</b>	3.IV.1995	30.V.1996
<b>Oman (accession)</b>	8.VII.1994	30.V.1996

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Panama (accession)</b>	18.III.1999	18.III.2000
<b>Papua New Guinea (accession)</b>	23.I.2001	23.I.2002
<b>Philippines (accession)</b>	7.VII.1997	7.VII.1998
<b>Poland (accession)</b>	21.XII.1999	21.XII.2000
<b>Portugal (accession)</b>	13.XI.2001	13.XI.2002
<b>Qatar (accession)</b>	20.XI.2001	20.XI.2002
<b>Republic of Korea (accession)<sup>1</sup></b>	7.III.1997	16.V.1998
<b>Russian Federation (accession)</b>	20.III.2000	20.III.2001
<b>Saint Vincent and the Grenadines (accession)</b>	1.II.2002	1.II.2003
<b>Samoa (accession)</b>	9.X.2001	9.X.2002
<b>Seychelles (accession)</b>	23.VII.1999	23.VII.2000
<b>Sierra Leone (accession)</b>	4.VI.2001	4.VI.2002
<b>Singapore (accession)</b>	31.XII.1997	31.XII.1998
<b>Slovenia (accession)</b>	19.VII.2000	19.VII.2001
<b>Spain (accession)<sup>1</sup></b>	6.VII.1995	16.V.1998
<b>Sri Lanka (accession)</b>	22.I.1999	22.I.2000
<b>Sweden (ratification)</b>	25.V.1995	30.V.1996
<b>Tonga (accession)</b>	10.XII.1999	10.XII.2000
<b>Trinidad and Tobago (accession)</b>	6.III.2000	6.III.2001
<b>Tunisia (accession)</b>	29.I.1997	29.I.1998
<b>Turkey (accession)<sup>1</sup></b>	17.VIII.2001	17.VIII.2002
<b>United Arab Emirates (accession)</b>	19.XI.1997	19.XI.1998
<b>United Kingdom (accession)<sup>3</sup></b>	29.IX.1994	30.V.1996
<b>Uruguay (accession)</b>	9.VII.1997	9.VII.1998
<b>Vanuatu (accession)</b>	18.II.1999	18.II.2000
<b>Venezuela (accession)</b>	22.VII.1998	22.VII.1999

Number of Contracting States 82

<sup>1</sup> With a declaration.

<sup>2</sup> China declared that the Protocol will be applicable only to the Hong Kong Special Administrative Region.

<sup>3</sup> The United Kingdom declared its accession to be effective in respect of:

The Bailiwick of Jersey

The Isle of Man

Falkland Islands\*

Montserrat

South Georgia and the South Sandwich Islands

Anguilla )

Bailiwick of Guernsey )

Bermuda )

British Antarctic Territory )

British Indian Ocean Territory ) with effect from 20.2.98

Pitcairn, Henderson,

Ducie and Oeno Islands )

*Fund Protocol 1992**Protocole Fonds 1992*

Sovereign Base Areas of Akrotiri and		
Dhekelia on Cyprus	)	
Turks & Caicos Islands	)	
Virgin Islands	)	
Cayman Islands	)	
Gibraltar	)	with effect from 15.5.98
St Helena and its Dependencies	)	

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\* A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

### **Declarations, Reservations and Statements**

#### **Canada**

The instrument of accession of Canada was accompanied by the following declaration: "By virtue of Article 14 of the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage, 1992, the Government of Canada assumes responsibility for the payment of the obligations contained in Article 10, paragraph 1."

#### **Federal Republic of Germany**

The instrument of ratification by Germany was accompanied by the following declaration: "The Federal Republic of Germany hereby declares that, having deposited the instruments of ratification of the protocols of 27 November 1992 amending the International Convention on Civil Liability for Oil Pollution Damage of 1969 and amending the International Convention on the Establishment of an International Fund for Compensation for Oil Pollution Damage of 1971, it regards its ratification of the Protocols of 25 May 1984, as documented on 18 October 1988 by the deposit of its instruments of ratification, as null and void as from the entry into force of the Protocols of 27 November 1992."

#### **New Zealand**

The instrument of accession of New Zealand contained the following declaration: "And declares that this accession shall not extend to Tokelau unless and until a declaration to this effect is lodged by the Government of New Zealand with the Depositary".

#### **Spain**

The instrument of accession by Spain contained the following declaration:

*[Translation]*

"In accordance with the provisions of article 30, paragraph 4 of the above mentioned Protocol, Spain declares that the deposit of its instrument of accession shall not take effect for the purpose of this article until the end of the six-month period stipulated in article 31 of the said Protocol".

*NUCLEAR 1971***Convention relating to Civil Liability in the Field of****Maritime Carriage of nuclear material (NUCLEAR 1971)**

Done at Brussels,  
17 December 1971

Entered into force: 15 July 1975

**Convention relative 9 la Responsabilité Civile dans le Domaine du****Transport Maritime de matières nucléaires (NUCLEAR 1971)**

Signée a Bruxelles,  
le 17 décembre 1971

Entrée en vigueur: 15 juillet 1975

<b>Argentina</b>	<b>(a)</b>	18.V.1981
<b>Belgium</b>	<b>(r)</b>	15.VI.1989
<b>Denmark <sup>(1)</sup></b>	<b>(r)</b>	4.IX.1974
<b>Finland</b>	<b>(A)</b>	6.VI.1991
<b>France</b>	<b>(r)</b>	2.II.1973
<b>Gabon</b>	<b>(a)</b>	21.I.1982
<b>Germany*</b>	<b>(r)</b>	1.X.1975
<b>Italy*</b>	<b>(r)</b>	21.VII.1980
<b>Liberia</b>	<b>(a)</b>	17.II.1981
<b>Netherlands</b>	<b>(a)</b>	1.VIII.1991
<b>Norway</b>	<b>(r)</b>	16.IV.1975
<b>Spain</b>	<b>(a)</b>	21.V.1974
<b>Sweden</b>	<b>(r)</b>	22.XI.1974
<b>Yemen</b>	<b>(a)</b>	6.III.1979

**Declarations, Reservations and Statements****Federal Republic of Germany**

The following reservation accompanies the signature of the Convention by the Representative of the Federal Republic of Germany (in the English language):

“Pursuant to article 10 of the Convention relating to Civil Liability in the Field of Maritime Carriage of Nuclear Material, the Federal Republic of Germany reserves the right to provide by national law, that the persons liable under an international convention or national law applicable in the field of maritime transport may continue to be liable in addition to the operator of a nuclear installation on condition that these persons are fully covered in respect of their liability, including defence against unjustified actions, by insurance or other financial security obtained by the operator.” This reservation was withdrawn at the time of deposit of the instrument of ratification of the Convention.

The instrument of ratification of the Government of the Federal Republic of Germany was accompanied by the following declaration (in the German language):

*[Translation]*

“That the said Convention shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany.

<sup>(1)</sup> Shall not apply to the Faroe Islands.

*NUCLEAR 1971**PAL 1974***Italy**

The instrument of ratification of the Italian Republic was accompanied by the following statement (in the English language):

"It is understood that the ratification of the said Convention will not be interpreted in such a way as to deprive the Italian State of any right of recourse made according to the international law for the damages caused to the State itself or its citizens by a nuclear accident".

**Athens Convention relating  
to the Carriage  
of passengers  
and their luggage by sea  
(PAL 1974)**

Done at Athens:  
13 December 1974  
Entered into force:  
28 April 1987

**Convention d'Athènes  
relative au Transport  
par mer de passagers  
et de leurs bagages  
(PAL 1974)**

Signée à Athènes,  
le 13 décembre 1974  
Entrée en vigueur:  
28 avril 1987

**Contracting States**  
as at 15.X.2002

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Argentina (accession)<sup>1</sup></b>	26.V.1983	28.IV.1987
<b>Bahamas (accession)</b>	7.VI.1983	28.IV.1987
<b>Barbados (accession)</b>	6.V.1994	4.VIII.1994
<b>Belgium (accession)</b>	15.VI.1989	13.IX.1989
<b>China<sup>5</sup> (accession)</b>	1.VI.1994	30.VIII.1994
<b>Croatia (accession)</b>	12.I.1998	12.IV.1998
<b>Dominica (accession)</b>	31.VIII.2001	29.XI.2001
<b>Egypt (accession)</b>	18.X.1991	16.I.1992
<b>Equatorial Guinea (accession)</b>	24.IV.1996	23.VII.1996
<b>Estonia (accession)</b>	8.X.2002	6.I.2003
<b>Georgia (accession)</b>	25.VIII.1995	23.XI.1995
<b>Greece (acceptance)</b>	3.VII.1991	1.X.1991
<b>Guyana (accession)</b>	10.XII.1997	10.III.1998
<b>Ireland (accession)</b>	24.II.1998	25.V.1998
<b>Jordan (accession)</b>	3.X.1995	1.I.1996
<b>Latvia (accession)</b>	6.XII.2001	6.III.2002
<b>Liberia (accession)</b>	17.II.1981	28.IV.1987
<b>Luxembourg (accession)</b>	14.II.1991	15.V.1991
<b>Malawi (accession)</b>	9.III.1993	7.VI.1993

*PAL 1974*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Marshall Islands (accession)</b>	29.XI.1994	27.II.1995
<b>Poland (ratification)</b>	28.I.1987	28.IV.1987
<b>Russian Federation<sup>2</sup> (accession)<sup>1</sup></b>	27.IV.1983	28.IV.1987
<b>Spain (accession)</b>	8.X.1981	28.IV.1987
<b>Switzerland (ratification)</b>	15.XII.1987	14.III.1988
<b>Tonga (accession)</b>	15.II.1977	28.IV.1987
<b>Ukraine (accession)</b>	11.XI.1994	9.II.1995
<b>United Kingdom (ratification)<sup>3</sup></b>	31.I.1980	28.IV.1987
<b>Vanuatu (accession)</b>	13.I.1989	13.IV.1989
<b>Yemen (accession)</b>	6.III.1979	28.IV.1987

Number of Contracting States: 29<sup>4</sup>

<sup>1</sup> With a declaration or reservation.

<sup>2</sup> As from 26.XII.1991 the membership of the USSR in the Convention is continued by the Russian Federation.

<sup>3</sup> The United Kingdom declared ratification to be effective also in respect of:

Bailiwick of Jersey

Bailiwick of Guernsey

Isle of Man

Bermuda

British Virgin Islands

Cayman Islands

Falkland Islands\*

Gibraltar

Hong Kong\*\*

Montserrat

Pitcairn

Saint Helena and Dependencies

<sup>4</sup> On 3.X.1990 the German Democratic Republic acceded to the Federal Republic of Germany. The German Democratic Republic had acceded to the Convention on 29.VIII.1979.

<sup>5</sup> Applies to the Hong Kong Special Administrative Region with effect from 1.VII.1997.

\* A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

\*\* Ceased to apply to Hong Kong with effect from 1.VII.1997.



### Declarations, Reservations and Statements

#### **Argentina<sup>(1)</sup>**

The instrument of accession of the Argentine Republic contained a declaration of non-application of the Convention under article 22, paragraph 1, as follows (in the Spanish language):

*[Translation]*

“The Argentine Republic will not apply the Convention when both the passengers and the carrier are Argentine nationals”.

The instrument also contained the following reservations:

*[Translation]*

“The Argentine Republic rejects the extension of the application of the Athens Convention relating to Carriage of Passengers and Their Luggage by Sea, 1974, adopted in Athens, Greece, on 13 December 1974, and of the Protocol to the Athens Convention relating to the Carriage of Passengers and Their Luggage by Sea, 1974, approved in London on 19 December 1976, to the Malvinas Islands as notified by the United Kingdom of Great Britain and Northern Ireland to the Secretary-General of the International Maritime Organization (IMO) in ratifying the said instrument on 31 January 1980 under the incorrect designation of “Falkland Islands”, and reaffirms its sovereign rights over the said Islands which form an integral part of its national territory”.

#### **German Democratic Republic**

The instrument of accession of the German Democratic Republic was accompanied by the following reservation (in the German language):

*[Translation]*

“The German Democratic Republic declares that the provisions of this Convention shall have no effect when the passenger is a national of the German Democratic Republic and when the performing carrier is a permanent resident of the German Democratic Republic or has its seat there”.

#### **USSR**

The instrument of accession of the Union of Soviet Socialist Republic contained a declaration of non-application of the Convention under article 22, paragraph 1.

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(1) A communication dated 19 October 1983 from the Government of the United Kingdom, the full text of which was circulated by the depositary, includes the following:

“The Government of the United Kingdom of Great Britain and Northern Ireland reject each and every of these statements and assertions. The United Kingdom has no doubt as to its sovereignty over the Falkland Islands and thus its right to include them within the scope of application of international agreements of which it is a party. The United Kingdom cannot accept that the Government of the Argentine Republic has any rights in this regard. Nor can the United Kingdom accept that the Falkland Islands are incorrectly designated”.

*PAL Protocol 1976*

**Protocol to the  
Athens Convention relating  
to the Carriage  
of passengers  
and their luggage by sea  
(PAL PROT 1976)**

Done at London,  
19 November 1976  
Entered into force: 10 April 1989

**Protocole à la  
Convention d'Athènes  
relative au Transport  
par mer de passagers  
et de leurs bagages  
(PAL PROT 1976)**

Signé à Londres,  
le 19 novembre 1976  
Entré en vigueur: 10 avril 1989

**Contracting States  
as at 15.X.2002**

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Argentina (accession)<sup>1</sup></b>	28.IV.1987	30.IV.1989
<b>Bahamas (accession)</b>	28.IV.1987	30.IV.1989
<b>Barbados (accession)</b>	6.V.1994	4.VIII.1994
<b>Belgium (accession)</b>	15.VI.1989	13.IX.1989
<b>China<sup>5</sup> (accession)</b>	1.VI.1994	30.VIII.1994
<b>Croatia (accession)</b>	12.I.1998	12.IV.1998
<b>Dominica (accession)</b>	31.VIII.2001	29.XI.2001
<b>Estonia (accession)</b>	8.X.2002	6.I.2003
<b>Georgia (accession)</b>	25.VIII.1995	23.XI.1995
<b>Greece (accession)</b>	3.VII.1991	1.X.1991
<b>Ireland (accession)</b>	24.II.1998	25.V.1998
<b>Latvia (accession)</b>	6.XII.2001	6.III.2002
<b>Liberia (accession)</b>	28.IV.1987	30.IV.1989
<b>Luxembourg (accession)</b>	14.II.1991	15.V.1991
<b>Marshall Islands (accession)</b>	29.XI.1994	27.II.1995
<b>Poland (accession)</b>	28.IV.1987	30.IV.1989
<b>Russian Federation<sup>2</sup> (accession)<sup>3</sup></b>	30.I.1989	30.IV.1989
<b>Spain (accession)</b>	28.IV.1987	30.IV.1989
<b>Switzerland (accession)<sup>3</sup></b>	15.XII.1987	30.IV.1989
<b>Ukraine (accession)</b>	11.XI.1994	9.II.1995
<b>United Kingdom (ratification)<sup>3, 4</sup></b>	28.IV.1987	30.IV.1989
<b>Vanuatu (accession)</b>	13.I.1989	30.IV.1989
<b>Yemen (accession)</b>	28.IV.1987	30.IV.1989

Number of Contracting States: 23

<sup>1</sup> With a reservation.

<sup>2</sup> As from 26.XII.1991 the membership of the USSR in the Protocol is continued by the Russian Federation.

<sup>3</sup> With a notification under article II(3).

*PAL Protocol 1976*

- 4 The United Kingdom declared ratification to be effective also in respect of:  
 Bailiwick of Jersey  
 Bailiwick of Guernsey  
 Isle of Man  
 Bermuda  
 British Virgin Islands  
 Cayman Islands  
 Falkland Islands\*  
 Gibraltar  
 Hong Kong\*\*  
 Montserrat  
 Pitcairn  
 Saint Helena and Dependencies
- 5 Applies to the Hong Kong Special Administrative Region with effect from 1.VII.1997.

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\* With a reservation made by the Argentine Republic and a communication received from the United Kingdom.

\*\* Ceased to apply to Hong Kong with effect from 1.VII.1997.

### **Declarations, Reservations and Statements**

#### **Argentina<sup>(1)</sup>**

The instrument of accession of the Argentine Republic contained the following reservation (in the Spanish language):

*[Translation]*

“The Argentine Republic rejects the extension of the application of the Athens Convention relating to Carriage of Passengers and their Luggage by Sea, 1974, adopted in Athens, Greece, on 13 December 1974, and of the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, approved in London on 19 December 1976, to the Malvinas Islands as notified by the United Kingdom of Great Britain and Northern Ireland to the Secretary-General of the International Maritime Organization (IMO) in ratifying the said instrument on 31 January 1980 under the incorrect designation of “Falkland Islands”, and reaffirms its sovereign rights over the said Islands which form an integral part of its national territory”.

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<sup>(1)</sup> The depositary received the following communication dated 4 August 1987 from the United Kingdom Foreign and Commonwealth Office:

“The Government of the United Kingdom of Great Britain and Northern Ireland cannot accept the reservation made by the Argentine Republic as regards the Falkland Islands.

The Government of the United Kingdom of Great Britain and Northern Ireland have no doubt as to the United Kingdom sovereignty over the Falkland Islands and, accordingly, their right to extend the application of the Convention to the Falkland Islands”.

*PAL Protocol 1990**LLMC 1976*

**Protocol of 1990 to amend the  
1974 Athens Convention  
relating to the Carriage  
of passengers  
and their luggage by sea  
(PAL PROT 1990)**

Done at London, 29 March 1990  
Not yet in force

**Protocole de 1990 modifiant  
La Convention d'Athènes  
de 1974 relative au  
Transport par mer de  
passagers et de leurs bagages  
(PAL PROT 1990)**

Fait à Londres, le 29 mars 1990  
Pas encore en vigueur

**Contracting States**  
as at 2.XII.2002

**Croatia (accession)**  
**Egypt (accession)**  
**Spain (accession)**

**Date of deposit  
of instrument**

12.I.1998  
18.X.1991  
24.II.1993

Number of Contracting States: 3

**Convention on  
Limitation of Liability  
for maritime claims  
(LLMC 1976)**

Done at London, 19 November 1976  
Entered into force: 1 December 1986

**Convention sur la  
Limitation de la  
Responsabilité en matière  
de créances maritimes  
(LLMC 1976)**

Signée à Londres, le 19 novembre 1976  
Entrée en vigueur: 1 décembre 1986

**Contracting States**  
as at 2.XII.2002

**Australia (accession)**  
**Bahamas (accession)**  
**Barbados (accession)**  
**Belgium (accession)<sup>1, 2</sup>**  
**Benin (accession)**  
**China<sup>9</sup>**  
**Croatia (accession)**

**Date of deposit  
of instrument**      **Date of entry  
into force**

20.II.1991      1.VI.1991  
7.VI.1983      1.XII.1986  
6.V.1994      1.IX.1994  
15.VI.1989      1.X.1989  
1.XI.1985      1.XII.1986  
—      1.VII.1997  
2.III.1993      1.VI.1993

*LLMC 1976*

	Date of deposit of instrument	Date of entry into force
<b>Denmark (ratification)</b>	30.V.1984	1.XII.1986
<b>Dominica (accession)</b>	31.VIII.2001	1.XII.2001
<b>Egypt (accession)</b>	30.III.1988	1.VII.1988
<b>Equatorial Guinea (accession)</b>	24.IV.1996	1.VIII.1996
<b>Estonia (accession)</b>	23.X.2002	1.II.2003
<b>Finland (ratification)</b>	8.V.1984	1.XII.1986
<b>France (approval)<sup>1, 2</sup></b>	1.VII.1981	1.XII.1986
<b>Georgia (accession)</b>	20.II.1996	1.VI.1996
<b>Germany<sup>3</sup> (ratification)<sup>1, 2</sup></b>	12.V.1987	1.IX.1987
<b>Greece (accession)</b>	3.VII.1991	1.XI.1991
<b>Guyana (accession)</b>	10.XII.1997	1.IV.1998
<b>India (accession)</b>	20.VIII.2002	1.XII.2002
<b>Ireland (accession)<sup>1</sup></b>	24.II.1998	1.VI.1998
<b>Japan (accession)<sup>1</sup></b>	4.VI.1982	1.XII.1986
<b>Latvia (accession)</b>	13.VII.1999	1.XI.1999
<b>Liberia (accession)</b>	17.II.1981	1.XII.1986
<b>Marshall Islands (accession)</b>	29.XI.1994	1.III.1995
<b>Mexico (accession)</b>	13.V.1994	1.IX.1994
<b>Netherlands (accession)<sup>1, 2</sup></b>	15.V.1990	1.IX.1990
<b>New Zealand (accession)<sup>5</sup></b>	14.II.1994	1.VI.1994
<b>Norway (ratification)<sup>4</sup></b>	30.III.1984	1.XII.1986
<b>Poland (accession)<sup>6</sup></b>	28.IV.1986	1.XII.1986
<b>Sierra Leone (accession)</b>	26.VII.2001	1.XI.2001
<b>Spain (ratification)</b>	13.XI.1981	1.XII.1986
<b>Sweden (ratification)<sup>4</sup></b>	30.III.1984	1.XII.1986
<b>Switzerland (accession)<sup>2, 6</sup></b>	15.XII.1987	1.IV.1988
<b>Trinidad and Tobago (accession)</b>	6.III.2000	1.VII.2000
<b>Turkey (accession)</b>	6.III.1998	1.VII.1998
<b>United Arab Emirates (accession)</b>	19.XI.1997	1.III.1998
<b>United Kingdom (ratification)<sup>1, 7, 8</sup></b>	31.I.1980	1.XII.1986
<b>Vanuatu (accession)</b>	14.IX.1992	1.I.1993
<b>Yemen (accession)</b>	6.III.1979	1.XII.1986

Number of Contracting States: 39

The Convention applies provisionally in respect of: Belize

<sup>1</sup> With a declaration, reservation or statement.

<sup>2</sup> With a notification under article 15(2).

<sup>3</sup> On 3.X.1990 the German Democratic Republic acceded to the Federal Republic of Germany. The German Democratic Republic had acceded<sup>1, 6</sup> to the Convention on 17.II.1989.

<sup>4</sup> With a notification under article 15(4).

<sup>5</sup> The instrument of accession contained the following statement:  
“AND WHEREAS it is not intended that the accession by the Government of New Zealand to the Convention should extend to Tokelau;”.

<sup>6</sup> With a notification under article 8(4).

- <sup>7</sup> The United Kingdom declared its ratification to be effective also in respect of:
- Bailiwick of Jersey
  - Bailiwick of Guernsey
  - Isle of Man
  - Belize\*
  - Bermuda
  - British Virgin Islands
  - Cayman Islands
  - Falkland Islands\*\*
  - Gibraltar
  - Hong Kong\*\*\*
  - Montserrat
  - Pitcairn
  - Saint Helena and Dependencies
  - Turks and Caicos Islands
  - United Kingdom Sovereign Base Areas of  
Akrotiri and Dhekelia in the Island of Cyprus
- Anguilla )
  - British Antarctic Territory )
  - British Indian Ocean Territory ) notification received
  - South Georgia and the South Sandwich Islands ) 4.II.1999
- <sup>8</sup> With notifications under articles 8(4) and 15(2).
- <sup>9</sup> Applies only to the Hong Kong Special Administrative Region.

\* Has since become the independent State of Belize to which the Convention applies provisionally.

\*\* A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

\*\*\* Ceased to apply to Hong Kong with effect from 1.VII.1997.

## Declarations, Reservations and Statements

### Belgium

The instrument of accession of the Kingdom of Belgium was accompanied by the following reservation (in the French language):

*[Translation]*

"In accordance with the provisions of article 18, paragraph 1, Belgium expresses a reservation on article 2, paragraph 1(d) and (e)".

### China

By notification dated 5 June 1997 from the People's Republic of China:

*[Translation]*

"1. with respect to the Hong Kong Special Administrative Region, it reserves the right in accordance with Article 18 (1), to exclude the application of the Article 2 (1)(d)".

### France

The instrument of approval of the French Republic contained the following reservation (in the French language):

*[Translation]*

"In accordance with article 18, paragraph 1, the Government of the French Republic reserves the right to exclude the application of article 2, paragraphs 1(d) and (e)".

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*LLMC 1976*

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**German Democratic Republic**

The instrument of accession of the German Democratic Republic was accompanied by the following reservation (in the German language):

*[Translation]*

*Article 2, paragraph 1(d) and (e)*

“The German Democratic Republic notes that for the purpose of this Convention there is no limitation of liability within its territorial sea and internal waters in respect of the removal of a wrecked ship, the raising, removal or destruction of a ship which is sunk, stranded or abandoned (including anything that is or has been on board such ship). Claims, including liability, derive from the laws and regulations of the German Democratic Republic.”

*Article 8, paragraph 1*

“The German Democratic Republic accepts the use of the Special Drawing Rights merely as a technical unit of account. This does not imply any change in its position toward the International Monetary Fund”.

**Federal Republic of Germany**

The instrument of ratification of the Federal Republic of Germany was accompanied by the following declaration (in the German language):

*[Translation]*

“...that the said Convention shall also apply to Berlin (West) with effect from the date on which it enters into force for the Federal Republic of Germany”.

“In accordance with art. 18, par. 1 of the Convention, the Federal Republic of Germany reserves the right to exclude the application of art. 2, par. 1(d) and (e) of the Convention”

**Japan**

The instrument of accession of Japan was accompanied by the following statement (in the English language):

“...the Government of Japan, in accordance with the provision of paragraph 1 of article 18 of the Convention, reserves the right to exclude the application of paragraph 1(d) and (e) of article 2 of the Convention”.

**Netherlands**

The instrument of accession of the Kingdom of the Netherlands contained the following reservation:

“In accordance with article 18, paragraph 1 of the Convention on limitation of liability for maritime claims, 1976, done at London on 19 November 1976, the Kingdom of the Netherlands reserves the right to exclude the application of article 2, paragraph 1(d) and (e) of the Convention”.

**United Kingdom**

The instrument of accession of the United Kingdom of Great Britain and Northern Ireland contained reservation which states that the United Kingdom was “Reserving the right, in accordance with article 18, paragraph 1, of the Convention, on its own behalf and on behalf of the above mentioned territories, to exclude the application of article 2, paragraph 1(d); and to exclude the application of article 2, paragraph 1(e) with regard to Gibraltar only”.

## Notifications

### Article 8(4)

#### German Democratic Republic

*[Translation]*

“The amounts expressed in Special Drawing Rights will be converted into marks of the German Democratic Republic at the exchange rate fixed by the Staatsbank of the German Democratic Republic on the basis of the current rate of the US dollar or of any other freely convertible currency”.

#### China

*[Translation]*

“The manner of calculation employed with respect to article 8(1) of the Convention concerning the unit of account shall be the method of valuation applied by the International Monetary Fund;”

#### Poland

“Poland will now calculate financial liabilities mentioned in the Convention in the terms of the Special Drawing Right, according to the following method.

The Polish National Bank will fix a rate of exchange of the SDR to the United States dollar according to the current rates of exchange quoted by Reuter. Next, the US dollar will be converted into Polish zloties at the rate of exchange quoted by the Polish National Bank from their current table of rates of foreign currencies”.

#### Switzerland

“The Federal Council declares, with reference to article 8, paragraphs 1 and 4 of the Convention that Switzerland calculates the value of its national currency in special drawing rights (SDR) in the following way:

The Swiss National Bank (SNB) notifies the International Monetary Fund (IMF) daily of the mean rate of the dollar of the United States of America on the Zurich currency market. The exchange value of one SDR in Swiss francs is determined from that dollar rate and the rate of the SDR in dollars calculated by IMF. On the basis of these values, SNB calculates a mean SDR rate which it will publish in its Monthly Gazette”.

#### United Kingdom

“...The manner of calculation employed by the United Kingdom pursuant to article 8(1) of the Convention shall be the method of valuation applied by the International Monetary Fund”.

### Article 15(2)

#### Belgium

*[Translation]*

“In accordance with the provisions of article 15, paragraph 2, Belgium will apply the provisions of the Convention to inland navigation”.

#### France

*[Translation]*

“...- that no limit of liability is provided for vessels navigating on French internal waterways;

- that, as far as ships with a tonnage of less than 300 tons are concerned, the general limits of liability are equal to half those established in article 6 of the Convention...for ships with a tonnage not exceeding 500 tons”.



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**Federal Republic of Germany***[Translation]*

"In accordance with art. 15, par. 2, first sentence, sub-par. (a) of the Convention, the system of limitation of liability to be applied to vessels which are, according to the law of the Federal Republic of Germany, ships intended for navigation on inland waterways, is regulated by the provisions relating to the private law aspects of inland navigation.

In accordance with art. 15, par. 2, first sentence, sub-par. (b) of the Convention, the system of limitation of liability to be applied to ships up to a tonnage of 250 tons is regulated by specific provisions of the law of the Federal Republic of Germany to the effect that, with respect to such a ship, the limit of liability to be calculated in accordance with art. 6, par. 1 (b) of the Convention is half of the limitation amount to be applied with respect to a ship with a tonnage of 500 tons".

**Netherlands***Paragraph 2(a)*

"The Act of June 14th 1989 (Staatsblad 239) relating to the limitation of liability of owners of inland navigation vessels provides that the limits of liability shall be calculated in accordance with an Order in Council.

The Order in Council of February 19th 1990 (Staatsblad 96) adopts the following limits of liability in respect of ships intended for navigation on inland waterways.

I. Limits of liability for claims in respect of loss of life or personal injury other than those in respect of passengers of a ship, arising on any distinct occasion:

1. for a ship non intended for the carriage of cargo, in particular a passenger ship, 200 Units of Account per cubic metre of displacement at maximum permitted draught, plus, for ships equipped with mechanical means of propulsion, 700 Units of Account for each kW of the motorpower of the means of propulsion;

2. for a ship intended for the carriage of cargo, 200 Units of Account per ton of the ship's maximum deadweight, plus, for ships equipped with mechanical means of propulsion, 700 Units of Account for each kW of the motorpower of the means of propulsion;

3. for a tug or a pusher, 700 Units of Account for each kW of the motorpower of the means of propulsion;

4. for a pusher which at the time the damage was caused was coupled to barges in a pushed convoy, the amount calculated in accordance with 3 shall be increased by 100 Units of Account per ton of the maximum deadweight of the pushed barges; such increase shall not apply if it is proved that the pusher has rendered salvage services to one or more of such barges;

5. for a ship equipped with mechanical means of propulsion which at the time the damage was caused was moving other ships coupled to this ship, the amount calculated in accordance with 1, 2 or 3 shall be increased by 100 Units of Account per ton of the maximum deadweight or per cubic metre of displacement of the other ships; such increase shall not apply if it is proved that this ship has rendered salvage services to one or more of the coupled ships;

6. for hydrofoils, dredgers, floating cranes, elevators and all other floating appliances, pontoons or plant of a similar nature, treated as inland navigation ships in accordance with Article 951a, paragraph 4 of the Commercial Code, their value at the time of the incident;

7. where in cases mentioned under 4 and 5 the limitation fund of the pusher or the mechanically propelled ships is increased by 100 Units of Account per ton of maximum deadweight of the pushed barges or per cubic metre of displacement of the other coupled ships, the limitation fund of each barge or of each of the other coupled ships shall be reduced by 100 Units of Account per ton of the maximum deadweight of the barge or by

*LLMC 1976*

100 Units of Account per ton of the maximum deadweight or per cubic metre of displacement of the other vessel with respect to claims arising out of the same incident;

however, in no case shall the limitation amount be less than 200,000 Units of Account.

II. The limits of liability for claims in respect of any damage caused by water pollution, other than claims for loss of life or personal injury, are equal to the limits mentioned under I.

III. The limits of liability for all other claims are equal to half the amount of the limits mentioned under I.

IV. In respect of claims arising on any distinct occasion for loss of life or personal injury to passengers of an inland navigation ship, the limit of liability of the owner thereof shall be an amount equal to 60,000 Units of Account multiplied by the number of passengers the ship is authorized to carry according to its legally established capacity or, in the event that the maximum number of passengers the ship is authorized to carry has not been established by law, an amount equal to 60,000 Units of Account multiplied by the number of passengers actually carried on board at the time of the incident. However, the limitation of liability shall in no case be less than 720,000 Units of Account and shall not exceed the following amounts:

- (i) 3 million Units of Account for a vessel with an authorized maximum capacity of 100 passengers;
- (ii) 6 million Units of Account for a vessel with an authorized maximum capacity of 180 passengers;
- (iii) 12 million Units of Account for a vessel with an authorized maximum capacity of more than 180 passengers;

Claims for loss of life or personal injury to passengers have been defined in the same way as in Article 7, paragraph 2 of the Convention on Limitation of Liability for Maritime Claims, 1976.

The Unit of Account mentioned under I-IV is the Special Drawing Right as defined in Article 8 of the Convention on Limitation of Liability for Maritime Claims, 1976.”

*Paragraph 2(b)*

The Act of June 14th 1989 (Staatsblad 241) relating to the limitation of liability for maritime claims provides that with respect to ships which are according to their construction intended exclusively or mainly for the carriage of persons and have a tonnage of less than 300, the limit of liability for claims other than for loss of life or personal injury may be established by Order in Council at a lower level than under the Convention.

The Order in Council of February 19th 1990 (Staatsblad 97) provides that the limit shall be 100,000 Units of Account.

The Unit of Account is the Special Drawing Right as defined in Article 8 of the Convention on Limitation of Liability for Maritime Claims, 1976.”

## **Switzerland**

*[Translation]*

“In accordance with article 15, paragraph 2, of the Convention on Limitation of Liability for Maritime Claims, 1976, we have the honour to inform you that Switzerland has availed itself of the option provided in paragraph 2(a) of the above mentioned article.

Since the entry into force of article 44a of the Maritime Navigation Order of 20 November 1956, the limitation of the liability of the owner of an inland waterways ship has been determined in Switzerland in accordance with the provisions of that article, a copy of which is [reproduced below]:

II. Limitation of liability of the owner of an inland waterways vessel  
Article 44a

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*LLMC 1976*

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1. In compliance with article 5, subparagraph 3c, of the law on maritime navigation, the liability of the owner of an inland waterways vessel, provided in article 126, subparagraph 2c, of the law, shall be limited as follows:

a. in respect of claims for loss of life or personal injury, to an amount of 200 units of account per deadweight tonne of a vessel used for the carriage of goods and per cubic metre of water displaced for any other vessel, increased by 700 units of account per kilowatt of power in the case of mechanical means of propulsion, and to an amount of 700 units of account per kilowatt of power for uncoupled tugs and pusher craft; for all such vessels, however, the limit of liability is fixed at a minimum of 200,000 units of account;

b. in respect of claims for passengers, to the amounts provided by the Convention on Limitation of Liability for Maritime Claims, 1976, to which article 49, subparagraph 1, of the federal law on maritime navigation refers;

c. in respect of any other claims, half of the amounts provided under subparagraph a.

2. The unit of account shall be the special drawing right defined by the International Monetary Fund.

3. Where, at the time when damage was caused, a pusher craft was securely coupled to a pushed barge train, or where a vessel with mechanical means of propulsion was providing propulsion for other vessels coupled to it, the maximum amount of the liability, for the entire coupled train, shall be determined on the basis of the amount of the liability of the pusher craft or of the vessel with mechanical means of propulsion and also on the basis of the amount calculated for the deadweight tonnage or the water displacement of the vessels to which such pusher craft or vessel is coupled, in so far as it is not proved that such pusher craft or such vessel has rendered salvage services to the coupled vessels.”

**United Kingdom**

“...With regard to article 15, paragraph 2(b), the limits of liability which the United Kingdom intend to apply to ships of under 300 tons are 166,677 units of account in respect of claims for loss of life or personal injury, and 83,333 units of account in respect of any other claims.”

**Article 15(4)****Norway**

“Because a higher liability is established for Norwegian drilling vessels according to the Act of 27 May 1983 (No. 30) on changes in the Maritime Act of 20 July 1893, paragraph 324, such drilling vessels are exempted from the regulations of this Convention as specified in article 15 No. 4.”

**Sweden**

“...In accordance with paragraph 4 of article 15 of the Convention, Sweden has established under its national legislation a higher limit of liability for ships constructed for or adapted to and engaged in drilling than that otherwise provided for in article 6 of the Convention.

**Protocol of 1996 to amend  
the convention on  
Limitation of Liability  
for maritime claims, 1976**

**(LLMC PROT 1996)**

Done at London, 2 May 1996  
Not yet in force

**Protocole de 1996 modifiant  
la convention de 1976 sur la  
Limitation de la  
Responsabilité en matière  
de créances maritimes**

**(LLMC PROT 1996)**

Signée à Londres le 2 mai 1996  
Pas encore en vigueur

**Contracting States**  
as at 2.XII.2002

<b>Australia (accession)</b>	8.X.2002
<b>Denmark (ratification)</b>	12.IV.2002
<b>Finland (acceptance)</b>	15.IX.2000
<b>Germany (ratification)</b>	3.IX.2001
<b>Norway (ratification)<sup>1</sup></b>	17.X.2000
<b>Russian Federation (accession)<sup>1</sup></b>	25.V.1999
<b>Sierra Leone (accession)</b>	1.XI.2001
<b>United Kingdom (ratification)<sup>1</sup></b>	11.VI.1999

Number of Contracting States: 8

<sup>1</sup> With a reservation or statement

**International Convention on  
Salvage, 1989  
(SALVAGE 1989)**

Done at London: 28 April 1989  
Entered into force: 14 July 1996

**Convention Internationale de  
1989 sur l'Assistance  
(ASSISTANCE 1989)**

Signée à Londres le 28 avril 1989  
Entrée en vigueur: 14 juillet 1996

**Contracting States**  
as at 2.XII.2002

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Australia (accession)<sup>1</sup></b>	8.I.1997	8.I.1998
<b>Canada (ratification)<sup>1</sup></b>	14.XI.1994	14.VII.1996
<b>China<sup>4</sup> (accession)<sup>1</sup></b>	30.III.1994	14.VII.1996
<b>Croatia (accession)<sup>1</sup></b>	10.IX.1998	10.IX.1999
<b>Denmark (ratification)</b>	30.V.1995	14.VII.1996
<b>Dominica (accession)</b>	31.VIII.2001	31.VIII.2002

*Salvage 1989**Assistance 1989*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Egypt (accession)</b>	14.III.1991	14.VII.1996
<b>Estonia (accession)<sup>1</sup></b>	31.VII.2001	31.VII.2002
<b>France (accession)</b>	20.XII.2001	20.XII.2002
<b>Georgia (accession)</b>	25.VIII.1995	25.VIII.1996
<b>Germany (ratification)<sup>1</sup></b>	8.X.2001	8.X.2002
<b>Greece (accession)</b>	3.VI.1996	3.VI.1997
<b>Guinea (accession)</b>	2.X.2002	2.X.2003
<b>Guyana (accession)</b>	10.XII.1997	10.XII.1998
<b>Iceland (accession)</b>	21.III.2002	21.III.2003
<b>India (accession)</b>	18.X.1995	18.X.1996
<b>Iran (Islamic Republic of) (accession)<sup>1</sup></b>	1.VIII.1994	14.VII.1996
<b>Ireland (ratification)<sup>1</sup></b>	6.I.1995	14.VII.1996
<b>Italy (ratification)</b>	14.VII.1995	14.VII.1996
<b>Jordan (accession)</b>	3.X.1995	3.X.1996
<b>Kenya (accession)</b>	21.VII.1999	21.VII.2000
<b>Latvia (accession)</b>	17.III.1999	17.III.2000
<b>Lithuania (accession)<sup>1</sup></b>	15.XI.1999	15.XI.2000
<b>Marshall Islands (accession)</b>	16.X.1995	16.X.1996
<b>Mexico (ratification)<sup>1</sup></b>	10.X.1991	14.VII.1996
<b>Netherlands (acceptance)<sup>1, 2</sup></b>	10.XII.1997	10.XII.1998
<b>New Zealand (accession)</b>	16.X.2002	16.X.2003
<b>Nigeria (ratification)</b>	11.X.1990	14.VII.1996
<b>Norway (ratification)<sup>1</sup></b>	3.XII.1996	3.XII.1997
<b>Oman (accession)</b>	14.X.1991	14.VII.1996
<b>Romania (accession)</b>	18.V.2001	18.V.2002
<b>Russian Federation (ratification)<sup>1</sup></b>	25.V.1999	25.V.2000
<b>Saudi Arabia (accession)<sup>1</sup></b>	16.XII.1991	14.VII.1996
<b>Sierra Leone (accession)</b>	26.VII.2001	26.VII.2002
<b>Sweden (ratification)<sup>1</sup></b>	19.XII.1995	19.XII.1996
<b>Switzerland (ratification)</b>	12.III.1993	14.VII.1996
<b>Syrian Arab Republic (accession)<sup>1</sup></b>	19.III.2002	19.III.2003
<b>Tunisia (accession)<sup>1</sup></b>	5.V.1999	5.V.2000
<b>United Arab Emirates (accession)</b>	4.X.1993	14.VII.1996
<b>United Kingdom (ratification)<sup>1, 3</sup></b>	29.IX.1994	14.VII.1996
<b>United States (ratification)</b>	27.III.1992	14.VII.1996
<b>Vanuatu (accession)</b>	18.II.1999	18.II.2000

Number of Contracting States: 42

<sup>1</sup> With a reservation or statement<sup>2</sup> With a notification<sup>3</sup> The United Kingdom declared its ratification to be effective in respect of:

The Bailiwick of Jersey

The Isle of Man

Falkland Islands\*

Montserrat

South Georgia and the South Sandwich Islands

Hong Kong\*\* as from 30.V.1997

Anguilla	)	
British Antarctic Territory	)	
British Indian Ocean Territory	)	
Cayman Islands	)	
Pitcairn, Henderson, Ducie and Oeno Islands	)	with effect from 22.7.98
St Helena and its Dependencies	)	
Turks and Caicos Islands	)	
Virgin Islands	)	

<sup>4</sup> Applies to the Hong Kong Special Administrative Region with effect from 1.VII.1997.

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\* A dispute exists between the Governments of Argentina and the United Kingdom of Great Britain and Northern Ireland concerning sovereignty over the Falkland Islands (Malvinas).

\*\* Ceased to apply to Hong Kong with effect from 1.VII.1997.

## Declarations, Reservations and Statements

### Canada

The instrument of ratification of Canada was accompanied by the following reservation:

“Pursuant to Article 30 of the International Convention on Salvage, 1989, the Government of Canada reserves the right not to apply the provisions of this Convention when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

### China

The instrument of accession of the People's Republic of China contained the following statement:

*[Translation]*

“That in accordance with the provisions of article 30, paragraph 1 of the International Convention on Salvage, 1989, the Government of the People's Republic of China reserves the right not to apply the provisions of article 30, paragraphs 1(a), (b) and (d) of the said Convention”.

### Islamic Republic of Iran

The instrument of accession of the Islamic Republic of Iran contained the following reservation:

“The Government of the Islamic Republic of Iran reserves the right not to apply the provisions of this Convention in the cases mentioned in article 30, paragraphs 1(a), (b), (c) and (d)”.

### Ireland

The instrument of ratification of Ireland contained the following reservation:

“Reserve the right of Ireland not to apply the provisions of the Convention specified in article 30(1)(a) and (b) thereof”.

### Mexico

The instrument of ratification of Mexico contained the following reservation and declaration:

*[Translation]*

*Salvage 1989**Assistance 1989*

“The Government of Mexico reserves the right not to apply the provisions of this Convention in the cases mentioned in article 30, paragraphs 1(a), (b) (c) and (d), pointing out at the same time that it considers salvage as a voluntary act “.

### **Norway**

The instrument of ratification of the Kingdom of Norway contained the following reservation:

“In accordance with Article 30, subparagraph 1(d) of the Convention, the Kingdom of Norway reserves the right not to apply the provisions of this Convention when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

### **Saudi Arabia<sup>(1)</sup>**

The instrument of accession of Saudi Arabia contained the following reservations:

*[Translation]*

- “1. This instrument of accession does not in any way whatsoever mean the recognition of Israel; and
2. The Kingdom of Saudi Arabia reserves its right not to implement the rules of this instrument of accession to the situations indicated in paragraphs (a), (b), (c) and (d) of article 30 of this instrument.”

### **Spain**

The following reservations were made at the time of signature of the Convention:

*[Translation]*

“In accordance with the provisions of article 30.1(a), 30.1(b) and 30.1(d) of the International Convention on Salvage, 1989, the Kingdom of Spain reserves the right not to apply the provisions of the said Convention:

- when the salvage operation takes place in inland waters and all vessels involved are of inland navigation;
- when the salvage operations take place in inland waters and no vessel is involved.

For the sole purposes of these reservations, the Kingdom of Spain understands by ‘inland waters’ not the waters envisaged and regulated under the name of ‘internal waters’ in the United Nations Convention on the Law of the Sea but continental waters that are not in communication with the waters of the sea and are not used by seagoing vessels. In particular, the waters of ports, rivers, estuaries, etc., which are frequented by seagoing vessels are not considered as ‘inland waters’:

- when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

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<sup>(1)</sup> The depositary received the following communication dated 27 February 1992 from the Embassy of Israel:

“The Government of the State of Israel has noted that the instrument of accession of Saudi Arabia to the above-mentioned Convention contains a declaration with respect to Israel.

In the view of the Government of the State of Israel such declaration, which is explicitly of a political character, is incompatible with the purposes and objectives of this Convention and cannot in any way affect whatever obligations are binding upon Saudi Arabia under general International Law or under particular Conventions.

The Government of the State of Israel will, in so far as concerns the substance of the matter, adopt towards Saudi Arabia an attitude of complete reciprocity.”

**Sweden**

The instrument of ratification of the Kingdom of Sweden contained the following reservation:

“Referring to Article 30.1(d) Sweden reserves the right not to apply the provisions of the Convention when the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

**United Kingdom**

The instrument of ratification of the United Kingdom of Great Britain and Northern Ireland contained the following reservation:

“In accordance with the provisions of article 30, paragraph 1(a), (b) and (d) of the Convention, the United Kingdom reserves the right not to apply the provisions of the Convention when:

- (i) the salvage operation takes place in inland waters and all vessels involved are of inland navigation; or
- (ii) the salvage operation takes place in inland waters and no vessel is involved; or .
- (iii) the property involved is maritime cultural property of prehistoric, archaeological or historic interest and is situated on the sea-bed”.

**International Convention on  
Oil pollution preparedness,  
response and co-operation  
1990**

**Convention Internationale de  
1990 sur la Preparation, la  
lutte et la cooperation en  
matière de pollution par les  
hydrocarbures**

Done at London: 30 November 1990  
Entered into force 13 May 1995.

Signée a Londres le 30 novembre 1990  
Entrée en vigueur: 13 Mai 1995.

**Contracting States**  
as at 2.XII.2002

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Angola (accession)</b>	4.X.2001	4.I.2002
<b>Antigua and Barbuda (accession)</b>	5.I.1999	5.IV.1999
<b>Argentina (ratification)<sup>1</sup></b>	13.VII.1994	13.V.1995
<b>Australia (accession)</b>	6.VII.1992	13.V.1995
<b>Bahamas (accession)</b>	4.X.2001	4.I.2002
<b>Brazil (ratification)</b>	21.VII.1998	21.X.1998
<b>Bulgaria (accession)</b>	5.IV.2001	5.VII.2001
<b>Canada (accession)</b>	7.III.1994	13.V.1995
<b>Chile (accession)</b>	15.X.1997	15.I.1998
<b>China (accession)</b>	30.III.1998	30.VI.1998

<sup>1</sup> With a reservation.



*Oil pollution preparedness 1990*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Comoros (accession)</b>	5.I.2000	5.IV.2000
<b>Croatia (accession)</b>	12.I.1998	12.IV.1998
<b>Denmark (ratification)</b>	22.X.1996	22.I.1997
<b>Djibouti (accession)</b>	19.I.1998	19.IV.1998
<b>Dominica (accession)</b>	31.VIII.2001	30.XI.2001
<b>Ecuador (ratification)</b>	29.I.2002	29.IV.2002
<b>Egypt (ratification)</b>	29.VI.1992	13.V.1995
<b>El Salvador (accession)</b>	9.X.1995	9.I.1996
<b>Finland (approval)</b>	21.VII.1993	13.V.1995
<b>France (approval)</b>	6.XI.1992	13.V.1995
<b>Georgia (accession)</b>	20.II.1996	20.V.1996
<b>Germany (ratification)</b>	15.II.1995	15.V.1995
<b>Greece (ratification)</b>	7.III.1995	7.VI.1995
<b>Guinea (accession)</b>	2.X.2002	2.I.2003
<b>Guyana (accession)</b>	10.XII.1997	10.III.1998
<b>Iceland (ratification)</b>	21.VI.1993	13.V.1995
<b>India (accession)</b>	17.XI.1997	17.II.1998
<b>Iran (Islamic Republic of)(accession)</b>	25.II.1998	25.V.1998
<b>Ireland (accession)</b>	26.IV.2001	26.VII.2001
<b>Israel (ratification)</b>	24.III.1999	24.VI.1999
<b>Italy (ratification)</b>	2.III.1999	2.VI.1999
<b>Jamaica (accession)</b>	8.IX.2000	8.XII.2000
<b>Japan (accession)</b>	17.X.1995	17.I.1996
<b>Kenya (accession)</b>	21.VII.1999	21.X.1999
<b>Latvia (accession)</b>	30.XI.2001	28.II.2002
<b>Liberia (accession)</b>	5.X.1995	5.I.1996
<b>Madagascar (accession)</b>	21.V.2002	21.VIII.2002
<b>Malaysia (accession)</b>	30.VII.1997	30.X.1997
<b>Marshall Islands (accession)</b>	16.X.1995	16.I.1996
<b>Mauritania (accession)</b>	22.XI.1999	22.II.2000
<b>Mauritius (accession)</b>	2.XII.1999	2.III.2000
<b>Mexico (accession)</b>	13.V.1994	13.V.1995
<b>Monaco (accession)</b>	19.X.1999	19.I.2000
<b>Netherlands (ratification)</b>	1.XII.1994	13.V.1995
<b>New Zealand (accession)</b>	2.VII.1999	2.X.1999
<b>Nigeria (accession)</b>	25.V.1993	13.V.1995
<b>Norway (ratification)</b>	8.III.1994	13.V.1995
<b>Pakistan (accession)</b>	21.VII.1993	13.V.1995
<b>Peru (accession)</b>	24.IV.2002	24.VII.2002
<b>Republic of Korea (accession)</b>	9.XI.1999	9.II.2000
<b>Romania (accession)</b>	17.XI.2000	17.II.2001
<b>Senegal (ratification)</b>	24.III.1994	13.V.1995
<b>Seychelles (accession)</b>	26.VI.1992	13.V.1995
<b>Singapore (accession)</b>	10.III.1999	10.VI.1999
<b>Slovenia (accession)</b>	31.V.2001	31.VIII.2001
<b>Spain (ratification)</b>	12.I.1994	13.V.1995

*Oil pollution preparedness 1990*

	<b>Date of deposit of instrument</b>	<b>Date of entry into force</b>
<b>Sweden (ratification)</b>	30.III.1992	13.V.1995
<b>Switzerland (accession)</b>	4.VII.1996	4.X.1996
<b>Thailand (accession)</b>	20.IV.2000	20.VII.2000
<b>Tonga (accession)</b>	1.II.1996	1.V.1996
<b>Trinidad and Tobago (accession)</b>	6.III.2000	6.VI.2000
<b>Tunisia (accession)</b>	23.X.1995	23.I.1996
<b>United Kingdom (accession)</b>	16.IX.1997	16.XII.1997
<b>United States (ratification)</b>	27.III.1992	13.V.1995
<b>Uruguay (signature by confirmation)</b>	27.IX.1994	13.V.1995
<b>Vanuatu (accession)</b>	18.II.1999	18.V.1999
<b>Venezuela (ratification)</b>	12.XII.1994	13.V.1995

Number of Contracting States: 67

### **Declarations, Reservations and Statements**

#### **Argentina<sup>(1)</sup>**

The instrument of ratification of the Argentine Republic contained the following reservation:

*[Translation]*

“The Argentine Republic hereby expressly reserves its rights of sovereignty and of territorial and maritime jurisdiction over the Malvinas Islands, South Georgia and South Sandwich Islands, and the maritime areas corresponding thereto, as recognized and defined in Law No. 23.968 of the Argentine Nation of 14 August 1991, and repudiates any extension of the scope of the International Convention on Oil Pollution Preparedness, Response and Co-operation, 1990, which may be made by any other State, community or entity to those Argentine island territories and/or maritime areas”.

#### **Denmark**

The instrument of ratification of the Kingdom of Denmark contained the following reservation:

*[Translation]*

“That the Convention will not apply to the Faroe Islands nor to Greenland, pending a further decision”.

By a communication dated 27 November 1996 the depositary was informed that Denmark withdraws the reservation with respect to the territory of Greenland.

<sup>(1)</sup> The depositary received, on 22 February 1996, the following communication from the Foreign and Commonwealth Office of the United Kingdom:

“The Government of the United Kingdom of Great Britain and Northern Ireland have noted the declaration of the Government of Argentina concerning rights of sovereignty and of territorial and maritime jurisdiction over the Falkland Islands and South Georgia and the South Sandwich Islands.

The British Government have no doubt about the sovereignty of the United Kingdom over the Falkland Islands, as well as South Georgia and the South Sandwich Islands. The British Government can only reject as unfounded the claims by the Government of Argentina.”

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*HNS 1996*

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**International Convention on  
Liability and Compensation  
for damage in connection  
with the carriage of hazardous  
and noxious substances by  
sea, 1996  
(HNS 1996)**

Done at London, 3 May 1996  
Not yet in force.

**Convention Internationale de 1996  
sur la responsabilité  
et l'indemnisation pour les  
dommages liés au transport  
par mer de substances nocives  
et potentiellement dangereuses  
(HNS 1996)**

Signée a Londres le 3 mai 1996  
Pas encore en vigueur.

**Contracting States**  
as at 2.XII.2002

**Angola**  
**Russian Federation (accession)<sup>1</sup>**

4.X.2001  
20.III.2000

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<sup>1</sup> With a reservation.

**STATUS OF THE RATIFICATIONS OF  
AND ACCESSIONS TO UNITED NATIONS  
AND UNITED NATIONS/IMO CONVENTIONS  
IN THE FIELD OF PUBLIC AND  
PRIVATE MARITIME LAW**

**ETAT DES RATIFICATIONS ET ADHESIONS  
AUX CONVENTIONS DES NATIONS UNIES ET  
AUX CONVENTIONS DES NATIONS UNIES/OMI  
EN MATIERE DE DROIT MARITIME PUBLIC  
ET DE DROIT MARITIME PRIVE**

r	=	ratification
a	=	accession
A	=	acceptance
AA	=	approval
S	=	definitive signature

*Notes de l'éditeur / Editor's notes:*

- Les dates mentionnées sont les dates du dépôt des instruments.
- The dates mentioned are the dates of the deposit of instruments.

**United Nations Convention on a  
Code of Conduct  
for liner conferences**

Geneva, 6 April 1974

Entered into force: 6 October 1983

**Convention des Nations Unies sur  
un  
Code de Conduite  
des conférences maritimes**

Genève, 6 avril 1974

Entrée en vigueur: 6 octobre 1983

<b>Algeria</b>	<b>(r)</b>	12.XII.1986
<b>Aruba</b>	<b>(a)</b>	1.I.1986
<b>Bangladesh</b>	<b>(a)</b>	24.VII.1975
<b>Barbados</b>	<b>(a)</b>	29.X.1980
<b>Belgium</b>	<b>(r)</b>	30.IX.1987
<b>Belarus</b>	<b>(A)</b>	28.VI.1979
<b>Benin</b>	<b>(a)</b>	27.X.1975
<b>Bulgaria</b>	<b>(a)</b>	12.VII.1979
<b>Burkina Faso</b>	<b>(a)</b>	30.III.1989
<b>Cameroon</b>	<b>(a)</b>	15.VI.1976
<b>Cape Verde</b>	<b>(a)</b>	13.I.1978
<b>Central African Republic</b>	<b>(a)</b>	13.V.1977
<b>Chile</b>	<b>(S)</b>	25.VI.1975
<b>China</b>	<b>(a)</b>	23.IX.1980
<b>Congo</b>	<b>(a)</b>	26.VII.1982
<b>Costa Rica</b>	<b>(r)</b>	27.X.1978
<b>Croatia</b>	<b>(r)</b>	8.X.1991
<b>Cuba</b>	<b>(a)</b>	23.VII.1976
<b>Czech Republic</b>	<b>(AA)</b>	4.VI.1979
<b>Denmark (except Greenland and the Faroe Islands)</b>	<b>(a)</b>	28.VI.1985
<b>Egypt</b>	<b>(a)</b>	25.I.1979
<b>Ethiopia</b>	<b>(r)</b>	1.IX.1978
<b>Finland</b>	<b>(a)</b>	31.XII.1985
<b>France</b>	<b>(AA)</b>	4.X.1985
<b>Gabon</b>	<b>(r)</b>	5.VI.1978
<b>Gambia</b>	<b>(S)</b>	30.VI.1975
<b>Germany</b>	<b>(r)</b>	6.IV.1983
<b>Ghana</b>	<b>(r)</b>	24.VI.1975
<b>Gibraltar</b>	<b>(a)</b>	28.VI.1985
<b>Guatemala</b>	<b>(r)</b>	3.III.1976
<b>Guinea</b>	<b>(a)</b>	19.VIII.1980
<b>Guyana</b>	<b>(a)</b>	7.I.1980
<b>Honduras</b>	<b>(a)</b>	12.VI.1979
<b>Hong Kong</b>	<b>(a)</b>	28.VI.1985
<b>India</b>	<b>(r)</b>	14.II.1978
<b>Indonesia</b>	<b>(r)</b>	11.I.1977
<b>Iraq</b>	<b>(a)</b>	25.X.1978

*Code of conduct 1974**Code de conduite 1974*

<b>Italy</b>	<b>(a)</b>	30.V.1989
<b>Ivory Coast</b>	<b>(r)</b>	17.II.1977
<b>Jamaica</b>	<b>(a)</b>	20.VII.1982
<b>Jordan</b>	<b>(a)</b>	17.III.1980
<b>Kenya</b>	<b>(a)</b>	27.II.1978
<b>Korea, Republic of</b>	<b>(a)</b>	II.V.1979
<b>Kuwait</b>	<b>(a)</b>	31.III.1986
<b>Lebanon</b>	<b>(a)</b>	30.IV.1982
<b>Madagascar</b>	<b>(a)</b>	23.XII.1977
<b>Malaysia</b>	<b>(a)</b>	27.VIII.1982
<b>Mali</b>	<b>(a)</b>	15.III.1978
<b>Mauritania</b>	<b>(a)</b>	21.III.1988
<b>Mauritius</b>	<b>(a)</b>	16.IX.1980
<b>Mexico</b>	<b>(a)</b>	6.V.1976
<b>Morocco</b>	<b>(a)</b>	11.II.1980
<b>Mozambique</b>	<b>(a)</b>	21.IX.1990
<b>Netherlands (for the Kingdom in Europe only)</b>	<b>(a)</b>	6.IV.1983
<b>Niger</b>	<b>(r)</b>	13.I.1976
<b>Nigeria</b>	<b>(a)</b>	10.IX.1975
<b>Norway</b>	<b>(a)</b>	28.VI.1985
<b>Pakistan</b>	<b>(S)</b>	27.VI.1975
<b>Peru</b>	<b>(a)</b>	21.XI.1978
<b>Philippines</b>	<b>(r)</b>	2.III.1976
<b>Portugal</b>	<b>(a)</b>	13.VI.1990
<b>Romania</b>	<b>(a)</b>	7.I.1982
<b>Russian Federation</b>	<b>(A)</b>	28.VI.1979
<b>Saudi Arabia</b>	<b>(a)</b>	24.V.1985
<b>Senegal</b>	<b>(r)</b>	20.V.1977
<b>Sierra Leone</b>	<b>(a)</b>	9.VII.1979
<b>Slovakia</b>	<b>(AA)</b>	4.VI.1979
<b>Slovenia</b>	<b>(AA)</b>	4.VI.1979
<b>Somalia</b>	<b>(a)</b>	14.XI.1988
<b>Spain</b>	<b>(a)</b>	3.II.1994
<b>Sri Lanka</b>	<b>(S)</b>	30.VI.1975
<b>Sudan</b>	<b>(a)</b>	16.III.1978
<b>Sweden</b>	<b>(a)</b>	28.VI.1985
<b>Togo</b>	<b>(r)</b>	12.I.1978
<b>Trinidad and Tobago</b>	<b>(a)</b>	3.III.1983
<b>Tunisia</b>	<b>(a)</b>	15.III.1979
<b>Ukraine</b>	<b>(A)</b>	26.VI.1979
<b>United Kingdom</b>	<b>(a)</b>	28.VI.1985
<b>United Republic of Tanzania</b>	<b>(a)</b>	3.XI.1975
<b>Uruguay</b>	<b>(a)</b>	9.VII.1979
<b>Venezuela</b>	<b>(S)</b>	30.VI.1975
<b>Yugoslavia</b>	<b>(r)</b>	7.VII.1980
<b>Zaire</b>	<b>(a)</b>	25.VII.1977
<b>Zambia</b>	<b>(a)</b>	8.IV.1988

**United Nations Convention  
on the  
Carriage of goods by sea**

**Hamburg, 31 March 1978  
“HAMBURG RULES”**

Entry into force:  
1 November 1992

**Convention des Nations Unies  
sur le  
Transport de marchandises  
par mer  
Hambourg 31 mars 1978  
“REGLES DE HAMBOURG”**

Entrée en vigueur:  
1 novembre 1992

<b>Austria</b>	<b>(r)</b>	29.VII.1993
<b>Barbados</b>	<b>(a)</b>	2.II.1981
<b>Botswana</b>	<b>(a)</b>	16.II.1988
<b>Burkina Faso</b>	<b>(a)</b>	14.VIII.1989
<b>Burundi</b>	<b>(a)</b>	4.IX.1998
<b>Cameroon</b>	<b>(a)</b>	21.IX.1993
<b>Chile</b>	<b>(r)</b>	9.VII.1982
<b>Czech Republic <sup>(1)</sup></b>	<b>(r)</b>	23.VI.1995
<b>Egypt</b>	<b>(r)</b>	23.IV.1979
<b>Gambia</b>	<b>(r)</b>	7.II.1996
<b>Georgia</b>	<b>(a)</b>	21.III.1996
<b>Guinea</b>	<b>(r)</b>	23.I.1991
<b>Hungary</b>	<b>(r)</b>	5.VII.1984
<b>Jordany</b>	<b>(a)</b>	10.V.2001
<b>Kenya</b>	<b>(a)</b>	31.VII.1989
<b>Lebanon</b>	<b>(a)</b>	4.IV.1983
<b>Lesotho</b>	<b>(a)</b>	26.X.1989
<b>Malawi</b>	<b>(r)</b>	18.III.1991
<b>Morocco</b>	<b>(a)</b>	12.VI.1981
<b>Nigeria</b>	<b>(a)</b>	7.XI.1988
<b>Romania</b>	<b>(a)</b>	7.I.1982
<b>Saint Vincent and the Grenadines</b>	<b>(a)</b>	12.IX.2000
<b>Senegal</b>	<b>(r)</b>	17.III.1986
<b>Sierra Leone</b>	<b>(r)</b>	7.X.1988
<b>Tanzania, United Republic of</b>	<b>(a)</b>	24.VII.1979
<b>Tunisia</b>	<b>(a)</b>	15.IX.1980
<b>Uganda</b>	<b>(a)</b>	6.VII.1979
<b>Zambia</b>	<b>(a)</b>	7.X.1991

<sup>(1)</sup> The Convention was signed on 6 march 1979 by the former Czechoslovakia. Respectively on 28 May 1993 and on 2 Jun 1993 the Slovak Republic and the Czech Republic deposited instruments of succession. The Czech Republic then deposited instrument of ratification on 23 Jun 1995.

*Multimodal transport 1980**UNCLOS 1982***United Nations Convention  
on the  
International multimodal  
transport of goods**

Geneva, 24 May 1980  
Not yet in force.

**Convention des Nations Unies  
sur le  
Transport multimodal  
international de  
marchandises**

Genève 24 mai 1980  
Pas encore en vigueur.

<b>Chile</b>	<b>(r)</b>	7.IV.1982
<b>Malawi</b>	<b>(a)</b>	2.II.1984
<b>Mexico</b>	<b>(r)</b>	11.II.1982
<b>Morocco</b>	<b>(r)</b>	21.I.1993
<b>Rwanda</b>	<b>(a)</b>	15.IX.1987
<b>Senegal</b>	<b>(r)</b>	25.X.1984
<b>Zambia</b>	<b>(a)</b>	7.X.1991

**United Nations Convention  
on the Law of the Sea  
(UNCLOS 1982)**

Montego Bay 10 December 1982  
Entered into force:  
16 November 1994

**Convention des Nations Unies  
sur les Droit de la Mer**

Montego Bay 10 decembre 1982  
Entrée en vigueur:  
16 Novembre 1994

<b>Algeria</b>	11.VI.1996
<b>Angola</b>	5.XII.1990
<b>Antigua and Barbuda</b>	2.II.1989
<b>Argentina</b>	1.XII.1995
<b>Australia</b>	5.X.1994
<b>Austria</b>	14.VII.1995
<b>Bahamas</b>	29.VII.1983
<b>Bahrain</b>	30.V.1985
<b>Barbados</b>	12.X.1993
<b>Belgium</b>	13.XI.1998
<b>Belize</b>	13.VIII.1983
<b>Benin</b>	16.X.1997
<b>Bolivia</b>	28.IV.1995
<b>Bosnia and Herzegovina</b>	12.I.1994
<b>Botswana</b>	2.V.1990
<b>Brazil</b>	22.XII.1988
<b>Bulgaria</b>	15.V.1996
<b>Cameroon</b>	19.XI.1985
<b>Cape Verde</b>	10.VIII.1987
<b>Chile</b>	25.VIII.1997



*UNCLOS 1982*


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<b>China</b>	7.VI.1996
<b>Comoros</b>	21.VI.1994
<b>Congo, Democratic Republic of</b>	17.II.1989
<b>Cook Islands</b>	15.II.1995
<b>Costa Rica</b>	21.IX.1992
<b>Côte d'Ivoire</b>	28.VII.1995
<b>Croatia</b>	5.IV.1995
<b>Cuba</b>	15.VIII.1984
<b>Cyprus</b>	12.XII.1988
<b>Czech Republic</b>	21.VI.1996
<b>Djibouti</b>	8.X.1991
<b>Dominica</b>	24.X.1991
<b>Egypt</b>	26.VIII.1983
<b>Equatorial Guinea</b>	21.VII.1997
<b>European Community</b>	1.IV.1998
<b>Fiji</b>	10.XII.1982
<b>France</b>	11.IV.1996
<b>Gabon</b>	11.III.1988
<b>Gambia</b>	22.V.1984
<b>Georgia</b>	21.III.1996
<b>Germany</b>	14.X.1994
<b>Ghana</b>	7.VI.1983
<b>Greece</b>	21.VII.1995
<b>Grenada</b>	25.IV.1991
<b>Guatemala</b>	11.II.1997
<b>Guinea</b>	6.IX.1985
<b>Guinea-Bissau</b>	25.VIII.1986
<b>Guyana</b>	16.XI.1993
<b>Haiti</b>	31.VII.1996
<b>Honduras</b>	5.X.1993
<b>Iceland</b>	21.VI.1985
<b>India</b>	29.VI.1995
<b>Indonesia</b>	3.II.1986
<b>Iraq</b>	30.VII.1985
<b>Ireland</b>	21.VI.1996
<b>Italy</b>	13.I.1995
<b>Jamaica</b>	21.III.1983
<b>Japan</b>	20.VI.1996
<b>Jordan</b>	27.XI.1995
<b>Kenya</b>	2.III.1989
<b>Korea, Republic of</b>	29.I.1996
<b>Kuwait</b>	2.V.1986
<b>Lao People's Democratic Republic</b>	5.VI.1998
<b>Lebanon</b>	5.I.1995
<b>Malaysia</b>	14.X.1996

*UNCLOS 1982*


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<b>Mali</b>	16.VII.1985
<b>Malta</b>	20.V.1993
<b>Marshall Islands</b>	9.VIII.1991
<b>Mauritania</b>	17.VII.1996
<b>Mauritius</b>	4.XI.1994
<b>Mexico</b>	18.III.1983
<b>Micronesia, Federated States of</b>	29.IV.1991
<b>Monaco</b>	20.III.1996
<b>Mongolia</b>	13.VIII.1996
<b>Mozambique</b>	13.III.1997
<b>Myanmar</b>	21.V.1996
<b>Namibia, United Nations Council for</b>	18.IV.1983
<b>Nauru</b>	23.I.1996
<b>Nepal</b>	2.XI.1998
<b>Netherlands</b>	28.VI.1996
<b>New Zealand</b>	19.VII.1996
<b>Nigeria</b>	14.VIII.1986
<b>Norway</b>	24.VI.1996
<b>Oman</b>	17.VIII.1989
<b>Pakistan</b>	26.II.1997
<b>Palau</b>	30.IX.1996
<b>Panama</b>	1.VII.1996
<b>Papua New Guinea</b>	14.I.1997
<b>Paraguay</b>	26.IX.1986
<b>Philippines</b>	8.V.1984
<b>Poland</b>	13.XI.1998
<b>Portugal</b>	3.XI.1997
<b>Romania</b>	17.XII.1996
<b>Russian Federation</b>	12.III.1997
<b>Samoa</b>	14.VIII.1995
<b>St. Kitts and Nevis</b>	7.I.1993
<b>St. Lucia</b>	27. III.1985
<b>St. Vincent and the Grenadines</b>	1.X.1993
<b>Sao Tomé and Príncipe</b>	3.XI.1987
<b>Saudi Arabia</b>	24.IV.1996
<b>Senegal</b>	25.X.1984
<b>Seychelles</b>	16.IX.1991
<b>Sierra Leone</b>	12.XII.1994
<b>Singapore</b>	17.XI.1994
<b>Slovakia</b>	8.V.1996
<b>Slovenia</b>	16.VI.1995
<b>Solomon Islands</b>	23.VI.1997
<b>Somalia</b>	24.VII.1989
<b>South Africa</b>	23.XII.1997
<b>Spain</b>	15.I.1997

*UNCLOS 1982**Registration of ships 1986*

<b>Sri Lanka</b>	19.VII.1994
<b>Sudan</b>	23.I.1985
<b>Suriname</b>	9.VII.1998
<b>Sweden</b>	25.VI.1996
<b>Tanzania, United Republic of</b>	30.IX.1985
<b>Togo</b>	16.IV.1985
<b>Tonga</b>	2.VIII.1995
<b>Trinidad and Tobago</b>	25.IV.1986
<b>Tunisia</b>	24.IV.1985
<b>Uganda</b>	9.XI.1990
<b>Ukraine</b>	26.VII.1999
<b>United Kingdom</b>	25.VII.1997
<b>Uruguay</b>	10.XII.1992
<b>Vanautu</b>	10.VIII.1999
<b>Viet Nam</b>	25.VII.1994
<b>Yemen, Democratic Republic of</b>	21.VII.1987
<b>Yugoslavia</b>	5.V.1986
<b>Zaire</b>	17.II.1989
<b>Zambia</b>	7.III.1983
<b>Zimbabwe</b>	24.II.1993

**United Nations Convention  
on Conditions for  
Registration of ships**

Geneva, 7 February 1986  
Not yet in force.

**Convention des Nations  
Unies sur les Conditions d'  
Immatriculation des navires**

Genève, 7 février 1986  
Pas encore entrée en vigueur.

<b>Egypt</b>	(r)	9.I.1992
<b>Ghana</b>	(a)	29.VIII.1990
<b>Haiti</b>	(a)	17.V.1989
<b>Hungary</b>	(a)	23.I.1989
<b>Iraq</b>	(a)	1.II.1989
<b>Ivory Coast</b>	(r)	28.X.1987
<b>Libyan Arab Jamahiriya</b>	(r)	28.II.1989
<b>Mexico</b>	(r)	21.I.1988
<b>Oman</b>	(a)	18.X.1990

*Liability of operators 1991**Arrest of Ships, 1999***United Nations Convention on the Liability of operators of transport terminals in the international trade****Convention des Nations Unies sur la Responsabilité des exploitants de terminaux transport dans le commerce international**

Done at Vienna 19 April 1991  
Not yet in force.

Signée à Vienne 19 avril 1991  
Pas encore entrée en vigueur.

**Georgia**  
**Egypt**

(a) 21.III.1996  
(a) 6.IV.1999

**International Convention on Maritime liens and mortgages, 1993****Convention Internationale de 1993 su les Privilèges et hypothèques maritimes**

Done at Geneva,  
6 May 1993  
Not yet in force.

Signée à Genève  
le 6 mai 1993  
Pas encore en vigueur.

**Monaco**  
**Russian Federation**  
**Saint Vincent and the Grenadines**  
**Tunisia**  
**Vanuatu**

(a) 28.III.1995  
(a) 4.III.1999  
(a) 11.III.1997  
(r) 2.II.1995  
(a) 10.VIII.1999

**International Convention on Arrest of Ships, 1999****Convention Internationale de 1999 sur la saisie conservatoire des navires**

Done at Geneva,  
12 March 1999  
Not yet in force.

Fait à Genève  
le 12 Mars 1999  
Pas encore en vigueur.

**Bulgaria**  
**Estonia**

(r) 27.VII.2000  
(a) 11.V.2001

**STATUS OF THE RATIFICATIONS OF  
AND ACCESSIONS TO UNIDROIT CONVENTIONS  
IN THE FIELD OF PRIVATE MARITIME LAW**

**ETAT DES RATIFICATIONS ET ADHESIONS  
AUX CONVENTIONS D'UNIDROIT EN MATIERE  
DE DROIT MARITIME PRIVE**

**Unidroit Convention on  
International financial  
leasing 1988**

Done at Ottawa 28 May 1988  
Entered into force.  
1 May 1995

**Convention de Unidroit sur  
le Creditbail international  
1988**

Signée à Ottawa 28 mai 1988  
Entré en vigueur:  
1 Mai 1995

<b>Belarus</b>	<b>(a)</b>	18.VIII.1998
<b>France</b>	<b>(r)</b>	23.IX.1991
<b>Hungary</b>	<b>(a)</b>	7.V.1996
<b>Italy</b>	<b>(r)</b>	29.XI.1993
<b>Latvia</b>	<b>(a)</b>	6.VIII.1997
<b>Nigeria</b>	<b>(r)</b>	25.X.1994
<b>Panama</b>	<b>(r)</b>	26.III.1997
<b>Russian Federation</b>	<b>(a)</b>	3.VI.1998
<b>Uzbekistan, Republic of</b>	<b>(a)</b>	6.VII.2000

## CONFERENCES OF THE COMITE MARITIME INTERNATIONAL

I. BRUSSELS - 1897

*President:* Mr. Auguste BEERNAERT.

*Subjects:* Organization of the International Maritime Committee - Collision - Shipowners' Liability.

II. ANTWERP - 1898

*President:* Mr. Auguste BEERNAERT.

*Subjects:* Liability of Owners of sea-going vessels.

III. LONDON - 1899

*President:* Sir Walter PHILLIMORE.

*Subjects:* Collisions in which both ships are to blame - Shipowners' liability.

IV. PARIS - 1900

*President:* Mr. LYON-CAEN.

*Subjects:* Assistance, salvage and duty to tender assistance - Jurisdiction in collision matters.

V. HAMBURG - 1902

*President:* Dr. Friedrich SIEVEKING.

*Subjects:* International Code on Collision and Salvage at Sea - Jurisdiction in collision matters - Conflict of laws as to owner-ship of vessels.

VI. AMSTERDAM - 1904

*President:* Mr. E.N. RAHUSEN.

*Subjects:* Conflicts of law in the matter of Mortgages and Liens on ships. - Jurisdiction in collision matters - Limitation of Shipowners' Liability.

VII. LIVERPOOL - 1905

*President:* Sir William R. KENNEDY.

*Subjects:* Limitation of Shipowners' Liability - Conflict of Laws as to Maritime Mortgages and Liens - Brussels Diplomatic Conference.

VIII. VENICE - 1907

*President:* Mr. Alberto MARGHIERI.

*Subjects:* Limitation of Shipowners' Liability - Maritime Mortgages and Liens - Conflict of law as to Freight.

IX. BREMEN - 1909

*President:* Dr. Friedrich SIEVEKING.

*Subjects:* Conflict of laws as to Freight - Compensation in respect of personal injuries - Publication of Maritime Mortgages and Liens.

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*Conferences of the Comité Maritime International*

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## X. PARIS - 1911

*President:* Mr. Paul GOVARE.*Subjects:* Limitation of Shipowners' Liability in the event of loss of life or personal injury - Freight.

## XI. COPENHAGEN - 1913

*President:* Dr. J.H. KOCH.*Subjects:* London declaration 1909 - Safety of Navigation - International Code of Affreightment - Insurance of enemy property.

## XII. ANTWERP - 1921

*President:* Mr. Louis FRANCK.*Subjects:* International Conventions relating to Collision and Salvage at sea. - Limitation of Shipowners' Liability - Maritime Mortgages and Liens - Code of Affreightment - Exonerating clauses.

## XIII LONDON - 1922

*President:* Sir Henry DUKE.*Subjects:* Immunity of State-owned ships - Maritime Mortgage and Liens. - Exonerating clauses in Bills of lading.

## XIV. GOTHENBURG - 1923

*President:* Mr. Efiel LÖFGREN.*Subjects:* Compulsory insurance of passengers - Immunity of State owned ships - International Code of Affreightment - International Convention on Bills of Lading.

## XV. GENOA - 1925

*President:* Dr. Francesco BERLINGIERI.*Subjects:* Compulsory Insurance of passengers - Immunity of State owned ships - International Code of Affreightment - Maritime Mortgages and Liens.

## XVI. AMSTERDAM - 1927

*President:* Mr. B.C.J. LODER.*Subjects:* Compulsory insurance of passengers - Letters of indemnity - Ratification of the Brussels Conventions.

## XVII. ANTWERP - 1930

*President:* Mr. Louis FRANCK.*Subjects:* Ratification of the Brussels Conventions - Compulsory insurance of passengers - Jurisdiction and penal sanctions in matters of collision at sea.

## XVIII. OSLO - 1933

*President:* Mr. Edvin ALTEN.*Subjects:* Ratification of the Brussels Conventions - Civil and penal jurisdiction in matters of collision on the high seas - Provisional arrest of ships - Limitation of Shipowners' Liability.

## XIX. PARIS - 1937

*President:* Mr. Georges RIPERT.*Subjects:* Ratification of the Brussels Conventions - Civil and penal jurisdiction in the event of collision at sea - Arrest of ships - Commentary on the Brussels Conventions - Assistance and Salvage of and by Aircraft at sea.

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*Conferences of the Comité Maritime International*

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## XX. ANTWERP - 1947

*President:* Mr. Albert LILAR.*Subjects:* Ratification of the Brussels Conventions, more especially of the Convention on Immunity of State-owned ships - Revision of the Convention on Limitation of the Liability of Owners of sea-going vessels and of the Convention on Bills of Lading - Examination of the three draft conventions adopted at the Paris Conference 1937 - Assistance and Salvage of and by Aircraft at sea - York and Antwerp Rules; rate of interest.

## XXI. AMSTERDAM - 1948

*President:* Prof. J. OFFERHAUS*Subjects:* Ratification of the Brussels International Convention - Revision of the York-Antwerp Rules 1924 - Limitation of Shipowners' Liability (Gold Clauses) - Combined Through Bills of Lading - Revision of the draft Convention on arrest of ships - Draft of creation of an International Court for Navigation by Sea and by Air.

## XXII. NAPLES - 1951

*President:* Mr. Amedeo GIANNINI.*Subjects:* Brussels International Conventions - Draft convention relating to Provisional Arrest of Ships - Limitation of the liability of the Owners of Sea-going Vessels and Bills of Lading (Revision of the Gold clauses) - Revision of the Conventions of Maritime Hypothèques and Mortgages - Liability of Carriers by Sea towards Passengers - Penal Jurisdiction in matters of collision at Sea.

## XXIII. MADRID - 1955

*President:* Mr. Albert LILAR.*Subjects:* Limitation of Shipowners' Liability - Liability of Sea Carriers towards passengers - Stowaways - Marginal clauses and letters of indemnity.

## XXIV. RIJEKA - 1959

*President:* Mr. Albert LILAR*Subjects:* Liability of operators of nuclear ships - Revision of Article X of the International Convention for the Unification of certain Rules of law relating to Bills of Lading - Letters of Indemnity and Marginal clauses. Revision of Article XIV of the International Convention for the Unification of certain rules of Law relating to assistance and salvage at sea - International Statute of Ships in Foreign ports - Registry of operations of ships.

## XXV. ATHENS - 1962

*President:* Mr. Albert LILAR*Subjects:* Damages in Matters of Collision - Letters of Indemnity - International Statute of Ships in Foreign Ports - Registry of Ships - Coordination of the Convention of Limitation and on Mortgages - Demurrage and Despatch Money - Liability of Carriers of Luggage.

## XXVI. STOCKHOLM - 1963

*President:* Mr. Albert LILAR*Subjects:* Bills of Lading - Passenger Luggage - Ships under construction.

## XXVII. NEW YORK - 1965

*President:* Mr. Albert LILAR*Subjects:* Revision of the Convention on Maritime Liens and Mortgages.



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*Conferences of the Comité Maritime International*

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## XXVIII. TOKYO - 1969

*President:* Mr. Albert LILAR*Subjects:* "Torrey Canyon" - Combined Transports - Coordination of International Convention relating to Carriage by Sea of Passengers and their Luggage.

## XXIX. ANTWERP - 1972

*President:* Mr. Albert LILAR*Subjects:* Revision of the Constitution of the International Maritime Committee.

## XXX. HAMBURG - 1974

*President:* Mr. Albert LILAR*Subjects:* Revisions of the York/Antwerp Rules 1950 - Limitation of the Liability of the Owners of Seagoing vessels - The Hague Rules.

## XXXI. RIO DE JANEIRO - 1977

*President:* Prof. Francesco BERLINGIERI*Subjects:* Draft Convention on Jurisdiction, Choice of law and Recognition and enforcement of Judgements in Collision matters. Draft Convention on Off-Shore Mobile Craft.

## XXXII. MONTREAL - 1981

*President:* Prof. Francesco BERLINGIERI*Subjects:* Convention for the unification of certain rules of law relating to assistance and salvage at sea - Carriage of hazardous and noxious substances by sea.

## XXXIII. LISBON - 1985

*President:* Prof. Francesco BERLINGIERI*Subjects:* Convention on Maritime Liens and Mortgages - Convention on Arrest of Ships.

## XXXIV. PARIS - 1990

*President:* Prof. Francesco BERLINGIERI*Subjects:* Uniformity of the Law of Carriage of Goods by Sea in the 1990's - CMI Uniform Rules for Sea Waybills - CMI Rules for Electronic Bills of Lading - Revision of Rule VI of the York-Antwerp Rules 1974.

## XXXV. SYDNEY - 1994

*President:* Prof. Allan PHILIP*Subjects:* Review of the Law of General Average and York-Antwerp Rules 1974 (as amended 1990) - Draft Convention on Off-Shore Mobile Craft - Assessment of Claims for Pollution Damage - *Special Sessions:* Third Party Liability - Classification Societies - Marine Insurance: Is the doctrine of Utmost Good Faith out of date?

## XXXVI. ANTWERP - 1997 - CENTENARY CONFERENCE

*President:* Prof. Allan PHILIP*Subjects:* Off-Shore Mobile Craft - Towards a Maritime Liability Convention - EDI - Collision and Salvage - Wreck Removal Convention - Maritime Liens and Mortgages, Arrest of Ships - Classification Societies - Carriage of Goods by Sea - The Future of CMI.

## XXXVII. SINGAPORE - 2001

*President:* Patrick GRIGGS*Subjects:* Issues of Transport Law - Issues of Marine Insurance - General Average - Implementation of Conventions - Piracy - Passengers Carried by Sea.