

# MARITIME LAW ASSOCIATION OF THE UNITED STATES.

NEW YORK, April 30, 1904.

The Annual Meeting of the Association will be held (as provided by the by-laws) on the 6th day of May, 1904, at 3 P. M., at the office of the President, No. 68 Wall Street, New York City.

Owing to delay in the receipt from the International Maritime Committee of the order of the day and list of subjects to be considered by the International Conference, to be held at Amsterdam in September, which has prevented the earlier submission of same to the members of the Association, *the Executive Committee will recommend that such meeting adjourn, to re-convene at the Association of the Bar of the City of New York, No. 42 West 44th Street, on Friday, May 20th, 1904, at 3 o'clock P. M.*

The business to be considered will include:

The election of officers for the ensuing year.

The election of delegates to the Amsterdam conference.

The consideration of the subjects to be discussed at the Amsterdam Conference and the report and recommendations of this Association in respect thereto.

Appended will be found the order of the day of the Amsterdam Conference and the two draft treaties to be considered.

It is requested that members who may be unable to attend will submit in writing such views as they desire to present as to the action of the Association upon the matters to be considered.

LAWRENCE KNEELAND,  
*Secretary.*

## AMSTERDAM CONFERENCE, 1904.

The International Maritime Committee will meet at Amsterdam towards the end of September, 1904. The order of the day will be as follows:

(1) Conflicts in the laws relating to ownership, bottomry and rights *in rem*.

(2) Second reading of the resolution voted at Hamburg in the matter of jurisdiction in collision cases. (The draft treaty, which will be the basis of a second reading, appears below.)

(3) Limitation of ship-owner's liability. (The text of the treaty prepared by the special commission follows.)

## DRAFT TREATY AS TO JURISDICTION IN COLLISION CASES.

## ARTICLE I.

The action founded on collision can be brought exclusively at the option of the plaintiff:

(a) Before the tribunal of the domicile, personal or commercial, of the owner of the defendant ship.

In the case where the defendant is a company, the action can be brought before the tribunal of the *place of business* of the company.

(b) Before the tribunal of the place of collision when the collision has taken place in territorial waters appertaining to the contracting States.

(c) Before the tribunal of the port where the ship of the defendant is registered.

(d) Before the tribunal of the place where the ship of the defendant has been seized, even in the case where, before the service of summons, the seized property has been freed from arrest and replaced by bail.

## ARTICLE II.

The tribunal competent to take cognizance of the principal action, shall be equally competent to determine the counter-claim brought by the defendant against the plaintiff by reason of the same collision.

## ARTICLE III.

The tribunals referred to in the preceding articles are designated by the national laws.

## ARTICLE IV.

The plaintiff can only bring one single action founded on the same collision, even if several tribunals situated in different States happen to be competent by virtue of Article I, provided, however, that he has been satisfied by the defendant in accordance with judgment obtained.

## ARTICLE V.

The tribunals referred to in Article I shall be equally competent to order provisional inquiries, to enable the tribunal seized of the action to secure certified evidence.

## ARTICLE VI.

The seizure to preserve rights of a ship by reason of a collision can be put in force in every port situate in the territory of the contracting States.

(a) Such seizure can only be made with the permission of the competent authority designated by the national laws.

(b) The authority specified by the preceding paragraph can order the plaintiff to provide bail as security for such damages as may result from the seizure.

(c) The owner of a ship seized may demand the withdrawal of the arrest upon sufficient bail being given.

(d) The formalities to be complied with to insure the validity of the seizure are regulated by the national laws.

DRAFT TREATY ON THE LIMITATION OF THE SHIPOWNERS'  
LIABILITY.

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ARTICLE I.

When the owner of a ship is held responsible according to the law of the country for the acts of the master and crew or for the engagements entered into by the master in virtue of his legal capacity, his liability is for each voyage limited:

(a) To the ship or its value at the end of the voyage, at the option of the owner.

(b) To the net freight for the voyage until its termination.

(c) To the indemnities due to the owner for general average, collision or other damage suffered by the ship during the voyage, subject to deduction of the expenses incurred in putting the ship in a fit state to complete the voyage.

The right of the creditors does not include the claim of the owner against the insurer.

By net freight is meant the gross freight and passage money even if paid in advance, deduction being made of the charges which are proper to the same.

The voyage will be considered ended after final discharge of the goods and passengers happening to be on board the ship and shown on the manifest at the moment when the obligation has arisen, and in case of successive obligations after final discharge of the whole of the goods and passengers happening to be on board at the moment, both of the one and of the other event.

If the ship carries neither goods nor passengers the voyage will be considered ended at the first port it puts into or at the particular port where it happens to be.

ARTICLE II.

If the owner elects for the abandonment of the ship and does not carry this into effect until some time after the end of the voyage, he is only freed up to the amount of the value of the ship at the moment of the abandonment and he remains bound for the difference between this value and that which the ship had at the end of the voyage.

## ARTICLE III.

In the case provided for in Article II and to provide for the case where the owner elects, so far as concerns the ship, for the payment of its value at the end of the voyage, the valuation may, at every time after the end of the voyage, be judicially fixed by proceedings taken after due notice to the other side at the demand of the party who is the most diligent.

## ARTICLE IV.

The owner has the right to substitute for the modes of obtaining freedom from liability provided in Article I payment of an indemnity limited for each voyage to £ 8 sterling per ton of the gross tonnage of his ship.

## ARTICLE V.

If there exists a priority of lien upon the ship or upon the freight in favor of creditors in respect of whom limitation of liability is not admitted the owner of the ship will be personally bound to make up in specie, to the extent of the sums first collected by such creditors, the amount forming the limit of his liability.

## ARTICLE VI.

The limitation of liability determined according to the preceding articles will be applicable to contracts concluded even by the owner of the ship so far as their execution lies within the legal duties of the master without his having cause to distinguish if the breach of these contracts is due to a member of the crew or not, the case of personal fault of the owner alone excepted. It applies also to damage caused to dykes, quays and other fixed objects, as well as to the removal of wrecks. It is not admitted for the wages of master and crew.

## ARTICLE VII.

When, according to the laws applicable, the limitation of liability for damage to property is different from that for personal injury the present treaty shall only have effect so far as concerns damage to property.