

MARITIME LAW ASSOCIATION OF THE UNITED STATES.

NEW YORK, April 21, 1905.

The annual meeting of the Association will be held at the building of the Association of the Bar of the City of New York, No. 42 West 44th Street, on Friday, May 5th, 1905, at 3 o'clock P. M.

The business to be considered will include:

The election of officers for the ensuing year.

A report by the Delegate of the United States upon the proceedings of the Diplomatic Conference on Maritime Law held in Brussels in February, 1905.

The consideration of the questions to be considered at the Conference of the International Maritime Committee to be held at Liverpool in June, and the election of delegates to such Conference. This Conference will meet from the 14th to the 17th of June, at the Town Hall in Liverpool.

The agenda contains the following questions:

(1) Limitation of Shipowners' Liability.

The text of the Draft-Treaty, adopted as a first reading, at Amsterdam, is sent you herewith.

(2) Draft-Treaty on Maritime Mortgages, Liens and Privileged Rights on Ships.

This Draft-Treaty has not yet been received.

(3) Conflicts of Law as to Freight.

The "questionnaire" relating to this matter has not yet been received.

LAWRENCE KNEELAND,
Secretary.

LIMITATION OF SHIPOWNER'S LIABILITY.

DRAFT-TREATY.

(Adopted as a first reading at Amsterdam.)

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 of 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 2. 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 3. In the case provided for in Article 2, 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 4. The owner has the right to substitute for the modes of obtaining freedom from liability provided in Article 1, payment of an indemnity limited for each voyage to £8 per ton of the gross tonnage of his ship.

ARTICLE 5. 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 6. 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 the removal of wrecks. It is not admitted for the wages of master and crew.

ARTICLE 7. 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.