

## MARITIME LAW ASSOCIATION OF THE UNITED STATES.

There will be a meeting of the Maritime Law Association of the United States, held at the Rooms of the Bar Association of the City of New York, 42 West 44th Street, New York City, on the 28th day of January, 1910, at 3 o'clock P. M., to consider the work of the Bremen Conference of the International Maritime Committee and the Brussels Diplomatic Conference.

The Bremen Conference was held at Bremen from the 24th to the 25th of September, 1909, and the Maritime Law Association of the United States was represented by three delegates, Hon. Edward G. Bradford of Wilmington, Del., Charles Page of San Francisco, California, and William R. Coe of New York City. Annexed hereto is a note of the proceedings of the Bremen Conference sent out by the International Maritime Committee.

The Diplomatic Conference, was held at Brussels immediately after the Bremen Conference, namely, from September 28th until October 8th, 1909. There were twenty-three nations represented, and 61 delegates. The delegates from the United States were Hon. Walter C. Noyes, Charles C. Burlingham, A. J. Montague, and Edwin W. Smith, with whom was associated M. Gaston de Leval, an advocate of Brussels. The powers of the United States' delegates were *ad audiendum et referendum*. The conventions with regard to collisions and salvage were approved by the Conference and were referred to the several Governments. Two plans for conventions,—one with regard to Limitation of Shipowners' Liability, and the other with regard to the Law of Liens,—were drafted and recommended by the Conference for examination by the Governments. The two conventions and two proposed conventions are hereto annexed.

Very respectfully yours,

EDWARD GRENVILLE BENEDICT,

*Secretary.*

## INTERNATIONAL MARITIME COMMITTEE.

ANTWERP, 1st December, 1909.

DEAR SIR,

## BREMEN CONFERENCE.

The Bremen Conference, which met from the 22nd to the 25th September, addressed itself primarily to the consideration of the questions to which the Conflict of Laws in regard to Freight give rise. A very interesting and exhaustive debate revealed the fact that in many respects the divergencies, at present existing between the various systems of law, are the cause, in practice, of considerable inconvenience. Although Freight is a purely contractual matter, yet it has been clearly demonstrated that the parties to the contract cannot by stipulation achieve the results to be anticipated from a universal system of law, and that in practice the liberty of the parties to the contract to make such terms as they choose does not provide an escape from the evils engendered by conflicting systems of law. It has been the unanimous decision of the Conference that an international agreement in this matter can only be arrived at by the abolition of freight *pro rata itineris*.

A sub-committee has, accordingly, been appointed to prepare a draft-treaty, in view of the next Conference, which will give effect to the views expressed on debate. The main question with which the sub-committee will have to deal is, whether any exceptions to the rule above stated shall be admitted and, if so, to what extent and upon what terms.

*Compensation due in case of personal injury.*—This interesting question has been the subject of close discussion, in the course of which the views of the various nations have found expression. It was generally agreed that an international understanding was necessary on this subject at least in regard to the legal rights of passengers and third parties.

Serious doubt was expressed as to whether it was either

practicable or desirable to come to an international agreement with regard to the enactments, to which social considerations have in several countries given rise, which deal with the legal remedies of the seaman against the owner of the ship, on which he is employed.

As this question was before the conference for the first time, it seemed desirable, in conformity with a rule which has hitherto been observed, not to attempt at this early stage to arrive at decisions, which could be, as the mere expression of the views of the majority of those present, at best provisional.

This question is one which merits our immediate attention, the more so as the representatives of several Governments at the Brussels Diplomatic Conference, expressed a desire to see it solved.

It is our intention to send you shortly such documents as will enable you to continue the study of this subject, together with the further subject of shipowners' liability in case of personal injury. At Bremen this latter question was reserved on account of considerations relating to the diplomatic conference, then imminent, upon which it is unnecessary to dwell.

The Bremen Conference was magnificently received by the Senate of the Free City, the Chamber of Commerce, the Local Committee and the North German Lloyd Steamship Co. The Permanent Bureau of this Committee has been prompt in expressing their lively and sincere gratitude to their hosts. The splendid hospitality which has been extended to us shows how keenly the maritime communities and the great ports are interested in the progress of our work.

*Brussels Diplomatic Conference.*—The Brussels Diplomatic Conference (3rd session) met on the 28th September and sat until the 8th October. On the latter date the Conference adjourned until April next with a view to obtaining, in the meantime, further instruction from the various Governments. Twenty-four Governments were represented by their plenipotentiaries and official delegates. As you are aware, only thirteen Governments were represented at the first session which was held in February, 1903.

The Conventions on Collision and Salvage have been slightly

altered in matters of detail and the wording of the Articles has been rendered more precise by the substitution of more lucid provisions for those which seemed to leave room for divergencies in construction. Only two changes affecting principle have been agreed upon, both of them in our opinion manifest improvements.

With regard to the question of joint liability of the vessels in cases of "both to blame," it did not seem possible at the first session of the conference that any agreement could be arrived at in respect of questions relating to the legal remedies for loss of life or personal injury in such cases, and the point was left to the national legislations.

At the last meeting, however, the Conference was able to come to a unanimous agreement in this matter. Actuated by motives of humanity, the delegates decided to confer upon the persons injured and their personal representatives or dependents a right of action, capable of being exercised against both the vessels found to blame jointly, the national legislations being left to decide the effect to be given to exoneration clauses upon the liability of the non-carrying ship.

As regards Salvage, the salvors of human life have been allowed a right to remuneration in the form of a share in the award granted in respect of hull and cargo. The people, whose lives are saved, are not to be under a personal liability to provide any part of this remuneration. This system, which is both equitable and in conformity with the laws of several countries, was unanimously adopted.

The two treaties, as modified, were unanimously approved.

*Limitation of Shipowners' Liability.—Maritime Mortgages and Liens.*—The draft-treaties framed on both these subjects by the Venice Conference had not previously been submitted to the Diplomatic Conference. At the latter's first sitting some widely divergent views were expressed on these subjects. In the end it was decided, after prolonged discussion, to submit to the various Governments two drafts which, in their main features, are in conformity with the essential principles adopted at Venice. According to the provisions of these conventions the liability of the shipowner will be limited to ship and freight,

with a maximum of £8 per ton, and Maritime Liens are to be restricted in compliance with the requirements of modern maritime commerce so as to give the maritime mortgage a real security. The modifications of the Venice draft in regard to Limitation relate to two points. Firstly the cases in which the principle of limitation is to apply have been slightly restricted. Instead of applying to all the obligations entered into by the Master and all the liabilities which may flow from such obligations, the principle will by the treaty be applied only in regard to,

1°) Damage to the cargo carried and other objects on board;

2°) any breach of contract due to negligent navigation;

3°) contracts for repairs and necessaries by the Master at ports of call, which have been entered into as a result of some accident of navigation.

If, in addition to these cases, the limitation applies to claims of third parties for collision and salvage, according to the Venice proposal, it is quite apparent that the interests of the shipowner are amply protected.

Secondly, the principle which permits limitation of liability in respect of each complete voyage has been strongly criticised as arbitrary and in some cases unfair. The system of limitation in respect of each separate occasion in the course of the voyage, proposed as an alternative, also gave rise to some criticism. The system finally adopted, as a solution of the difficulty was to take as a basis of the limited liability the condition of the ship when she reaches the first port, which she makes after the accident. The great advantage of this solution is, that it at any rate makes the position extremely clear, and further, that it is in agreement with modern practice. Thanks to facility of communication there are few cases in which a serious maritime casualty does not result in the arrest of the defendants' ship at the first port at which she touches after the accident. The Venice Code had already given an option to limit in this manner; henceforth this system is made general.

Some special provisions have, of course, been inserted to meet a case, where it cannot be accurately ascertained in what part of the voyage the damage was sustained.

These various modifications tend more and more to bring into agreement the two great systems which divide the nations in this matter. The Convention takes into proper account all interests concerned and seems to us to be a fair and reasonable solution of these very difficult questions.

As regards Mortgages and Maritime Liens, apart from several modifications of detail, the object of which is to bring the treaty on Mortgages and Liens into perfect harmony with the treaty on Limitation of Shipowners' Liability, it was decided to add to the four categories of liens adopted at Venice a fifth in respect of repairs and necessaries procured elsewhere than at the home port by the Master for the safety of the vessel or the completion of the voyage. In several countries the abolition of this lien had met with very strong opposition.

We still maintain our view that this lien is not indispensable but at the same time, we consider its exclusion should not be permitted to endanger the work of the unification of maritime law.

As a result of these various resolutions the Brussels Conference adjourned for six months, in order that the various Governments may be consulted with regard to the proposals.

We feel justified in congratulating ourselves upon the stimulus imparted to our work by the great success of the Diplomatic Conference. We venture to express the hope that at the next session a first series of international treaties may obtain final signature, comprising all the four conventions, or, should the two last not be considered to have assumed a sufficiently final shape for signature, then we must express our earnest desire that both you yourself and the national association to which you belong will make every effort to induce your Government to confer upon its representatives at the next session all powers necessary to the signature of the two first conventions, already agreed upon by everyone. We insist the more upon this point, as it is of the utmost importance to the work of

international unification, that a first series of conventions should be signed and should come into force.

We are, dear Sir,

Yours very truly

A. BEERNAERT,  
*The President.*

CH. LE JEUNE,  
*The Vice-President.*

LOUIS FRANCK,  
LESLIE SCOTT,  
*The Hon. General Secretaries.*

## BRUSSELS CONFERENCE.

INTERNATIONAL CONVENTION FOR THE  
UNIFICATION OF CERTAIN RULES IN THE MATTER  
OF COLLISION.

## ARTICLE 1.

In case of collision between sea-going vessels or between sea-going vessels and vessels engaged in internal navigation, indemnity for damage caused to the vessels, property or persons on board is subject to the following provisions without regard to the waters in which the collision occurs.

## ARTICLE 2.

If the collision is fortuitous, if it is due to *force majeure* or if there is doubt as to the cause of the collision, the losses are borne by those who have suffered them.

This provision is applicable where the vessels, or one of them, are at anchor at the time of the accident.

## ARTICLE 3.

If the collision is caused by fault on the part of one of the vessels, indemnity for this damage falls on the one which has committed it.

## ARTICLE 4.

If there is mutual fault, the responsibility of each of the vessels is proportional to the gravity of the faults respectively committed; if, according to the circumstances, the proportion cannot be established, or if the faults appear equivalent, the responsibility is divided into equal parts.

Damages caused whether to ships, cargoes, effects or other property of the crew, passengers or other persons on board, are borne by the ships in fault in said proportion without solidarity as regards third persons (*i. e.*, without the right to recover the whole from either).

Ships in fault are held *in solido* as regards third persons for damages caused by death or injuries, with the right of contribution on the part of the person who has paid a greater portion than he is bound to bear in conformity with the first paragraph of the present article.

The national laws shall determine in respect to this right to contribution the weight and effects of the contractual or legal provisions which limit the liability of shipowners with relation to persons on board.



## ARTICLE 5.

The responsibility established by the preceding articles exists where the collision is caused by the fault of a pilot even when compulsory.

## ARTICLE 6.

The action for indemnity for damages sustained in consequence of a collision is subject neither to a protest nor to any other special formality.

There are no legal presumptions of fault so far as responsibility for collision is concerned.

## ARTICLE 7.

The limitation period for actions for indemnity for damage is two years from the date of the accident.

Delay in bringing actions for contribution provided by paragraph 3 of Article 4 is one year. This prescription runs only from the date of payment.

The causes of suspension and interruption of these periods of prescription are determined by the *lex fori*.

The High Contracting Parties reserve the right to allow in their legislation as a cause for extending the time heretofore fixed the fact that the defendant ship could not be seized within the territorial waters of the State in which the plaintiff has his domicile or principal place of business.

## ARTICLE 8.

After a collision, the captain of each of the colliding vessels is bound, in so far as he can do so without serious danger to his vessel, the crew and the passengers, to render assistance to the other vessel, her crew and passengers.

He is equally bound, so far as possible, to make known to the other vessel the name and hailing port of his own vessel as well as the places from and to which he is bound.

The owner of the ship is not responsible merely by reason of the violation of the foregoing provisions.

## ARTICLE 9.

The High Contracting Parties whose legislation does not prohibit violations of the preceding article pledge themselves to take or propose to their respective legislatures the measures necessary to prohibit these violations.

The High Contracting Parties will communicate as soon as possible the laws or regulations which have already been adopted in their States in order to carry out the foregoing provision.

## ARTICLE 10.

Subject to further conventions, the present provisions do not affect the nature or extent of shipowners' liability as they are regulated in each country, nor the obligations resulting from the contract of carriage or any other contract.

## ARTICLE 11.

The present Convention has no application to vessels of war or to other vessels exclusively devoted to public service.

## ARTICLE 12.

The provisions of the present Convention shall be applied with regard to all persons interested when all the vessels in suit belong to the States of the High Contracting Parties and in the other cases prescribed by the national laws.

It is understood, however, (1) that with regard to persons interested belonging to a non-contracting State the application of said provisions may be made subject by each of the Contracting States to the condition of reciprocity; (2) that when all persons interested belong to the same State as the court of jurisdiction, national law and not the Convention shall be applied.

## ARTICLE 13.

The present Convention extends to indemnity for damage which through execution or omission of a manœuvre or through failure to observe the regulations one ship has caused to another ship or the property or persons on board even though no collision resulted.

## ARTICLE 14.

The delegates of the High Contracting Parties shall meet in Brussels three years after the present Convention becomes operative in order to consider the improvements which may be suggested, and especially to extend, if possible, the sphere of application.

## ARTICLE 15.

The States which have not signed the present Convention are permitted to adhere to it upon their request. Notice of this adherence shall be given through diplomatic channels to the Belgian Government and by it to each of the governments of the other Contracting Parties; it shall become effective one month after the sending of the notification by the Belgian Government.

## ARTICLE 16.

The present Convention shall be ratified and the ratifications shall be deposited at Brussels as soon as possible. At the ex-

piration of one year at the latest from the day of the signing of the Convention, the Belgian Government shall confer with the governments of the High Contracting Parties which shall have declared themselves ready to ratify it in order to decide whether the time has come to put it into effect.

The ratifications shall be deposited immediately and the Convention shall take effect one month thereafter.

The Protocol shall remain open for one year in favor of States represented at the Conference of Brussels. Thereafter they can adhere only in conformity with the provisions of article 15.

#### ARTICLE 17.

Where one or the other of the High Contracting Parties shall withdraw from the present Convention, this withdrawal shall not take effect until one year after the day when notice shall have been given to the Belgian Government, and the Convention shall remain in force between the other Contracting Parties.

IN FAITH OF WHICH the Plenipotentiaries of the respective the governments of the High Contracting Parties who shall High Contracting Parties have signed the present Convention and affixed their seals thereto.

Done in Brussels in one copy  
only, the

The preceding text has been adopted at the Session of the Conference at Brussels the fifth October, 1909.

Certified by the President of the Conference.

(Signed) A. BEERNAERT.

N. B.—The delegations of the countries hereinafter mentioned have declared themselves ready to sign the preceding text *ad referendum* and subject to its being signed by the other governments represented at the Conference:

Germany,	Greece,
Argentine Republic,	Italy,
Austria,	Mexico,
Belgium,	Nicaragua,
Hungary,	Norway,
Brazil,	The Low Countries,
Cuba,	Portugal,
Denmark,	Roumania,
United States of	Russia,
America,	Japan,
France,	Spain,
Great Britain,	Sweden.

## BRUSSELS CONFERENCE.

INTERNATIONAL CONVENTION FOR THE  
UNIFICATION OF CERTAIN RULES IN THE MATTER  
OF ASSISTANCE AND MARITIME SALVAGE.

## ARTICLE I.

Assistance and salvage of sea-going vessels in danger, of property on board, of freight and passage money, as well as services of the same nature rendered between sea-going vessels and vessels engaged in internal navigation are subject to the following provisions, without distinguishing between the two kinds of service and without regard to the waters in which the services have been rendered.

## ARTICLE II.

Every act of assistance or salvage which has had a useful result gives rise to an equitable remuneration.

No remuneration is due if the aid rendered is without useful result.

In no case can the sum payable exceed the value of the property saved.

## ARTICLE III.

Persons who have taken part in operations of assistance against the express and reasonable prohibition of the vessel assisted have no right to remuneration.

## ARTICLE IV.

The towing vessel has no right to remuneration for assistance or salvage of the vessel towed by it or the cargo except in case it has rendered exceptional services which cannot be considered as the fulfillment of the contract of towage.

## ARTICLE V.

Remuneration is due notwithstanding the fact that the assistance or salvage was between vessels belonging to the same owner.

## ARTICLE VI.

The amount of the remuneration is fixed by the agreement of the parties and in default thereof by the judge.

The same is the case with the proportion in which this remuneration is to be divided among the salvors.

The division between the owner, master and crew of each

of the salving vessels shall be regulated by the National law of the flag.

#### ARTICLE VII.

Every agreement of assistance and salvage made at the moment and under the influence of danger may, at the request of one of the parties, be annulled or modified by the judge if he considers the conditions agreed upon inequitable.

When it is proved that the agreement of one of the parties has been vitiated by fraud or concealment, or when the remuneration is, in one way or another, excessively out of proportion to the service rendered, the agreement may be annulled or modified by the judge at the request of the party interested.

#### ARTICLE VIII.

The remuneration is fixed by the judge according to the circumstances on the following basis: (a) In the first place, the success attained, the efforts and the merits of those who have rendered assistance, the danger incurred by the salvaged ship, her passengers and crew and her cargo, by the salvors and the salving ship, the time employed, the expenses and losses sustained, and the risks of liability and other risks run by the salvors, the value of the material exposed to risk by them, taking account, as the case arises, of the special sum appropriated for an assisting vessel; (b) in the second place, the value of the property saved.

The same provisions apply to the division provided in Article VI., paragraph 2.

The judge may reduce or deny remuneration if it appears that the salvors through their own fault have rendered the salvage or assistance necessary or have been guilty of theft, receipt of stolen goods or other fraudulent acts.

#### ARTICLE IX.

No remuneration is due from persons saved, without, however, affecting the provisions of national laws in this respect.

Salvors of human lives are entitled to an equitable share in the remuneration granted to salvors of ship, cargo and accessories if they have intervened on the occasion of common dangers.

#### ARTICLE X.

The limitation period for actions for salvage is two years from the date when the operations of assistance or salvage terminated. The reasons for suspending or interrupting this period of prescription are determined by the *lex fori*.

The High Contracting Parties reserve the right to allow in their legislation as a cause for extending the time heretofore fixed, the fact that the ship assisted or salvaged could not be seized within the territorial waters of the State in which the plaintiff has his domicile or principal place of business.

#### ARTICLE XI.

Every captain is bound in so far as he can do so without serious danger to his vessel, crew or passengers to render assistance to every person, even an enemy, found at sea in danger of destruction.

The owner of the ship is not responsible on account of violations of the foregoing provision.

#### ARTICLE XII.

The High Contracting Parties whose legislation does not prohibit the violation of the preceding article pledge themselves to take or propose to their respective legislatures the measures necessary to prohibit this violation.

The High Contracting Parties will communicate as soon as possible the laws or regulations which have already been adopted or which shall be adopted in their States, in order to carry out the foregoing provision.

#### ARTICLE XIII.

The present Convention does not affect the provisions of the national legislation or International Treaties with regard to the organization of systems of assistance and salvage by public authority or under their control and especially with regard to salvage of fishing gear.

#### ARTICLE XIV.

The present Convention has no application to vessels of war or to vessels of State exclusively devoted to public service.

#### ARTICLE XV.

The provisions of the present Convention shall be applied with regard to all persons interested when either the assisting or salvaging ship or the assisted or salvaged ship belongs to a State of one of the High Contracting Parties, as well as in the other cases prescribed by the national laws.

It is understood, however :

1. That with regard to persons interested belonging to the High Contracting Parties the application of said provisions

may be made subject by each of the Contracting States to the condition of reciprocity;

2. That when all persons interested belong to the same State as the Court of Jurisdiction the national law and not the Convention shall be applied;

3. That without prejudice to the more extended provisions of the national laws, Article XI is applicable only between persons belonging to States of the High Contracting Parties.

#### ARTICLE XVI.

The delegates of the High Contracting Parties shall meet in Brussels three years after the present Convention becomes operative, in order to consider the improvements which may be suggested and especially to extend, if possible, the sphere of application.

#### ARTICLE XVII.

The States which have not signed the present Convention are permitted to adhere to it upon their request. Notice of this adherence shall be given through diplomatic channels to the Belgian Convention and by it to each of the Governments of the other Contracting Parties; it shall become effective one month after the sending of the notification by the Belgian Government.

#### ARTICLE XVIII.

The present Convention shall be ratified and the ratifications shall be deposited in Brussels as soon as possible. At the expiration of one year at the latest from the day of the signing of the Convention the Belgian Government shall enter into communications with the Governments of the High Contracting Parties which shall have declared themselves ready to ratify it, in order to decide whether the time has come to put it into effect.

The ratifications shall be deposited immediately and the Convention shall take effect one month thereafter.

The Protocol shall remain open for one year in favor of States represented at the Conference of Brussels. Thereafter they can adhere only in conformity with the provisions of Article XVII.

#### ARTICLE XIX.

Where one or the other of the High Contracting Parties shall withdraw from the present Convention, this withdrawal shall not take effect until one year after the day when notice shall

have been given to the Belgian Government and the Convention shall remain in force between the other Contracting Parties.

IN FAITH OF WHICH the Plenipotentiaries of the respective High Contracting Parties have signed the present Convention and affixed their seals thereto.

Done in Brussels in one copy  
only, the

The preceding text has been adopted at the Session of the Conference at Brussels the fifth October, 1909.

Certified by the President of the Conference.

(Signed) A. BEERNAERT.

N. B.—The delegations of the countries hereinafter mentioned have declared themselves ready to sign the preceding text *ad referendum* and subject to its being signed by the other Governments represented at the Conference.

Germany,  
Argentine Republic,  
Austria,  
Belgium,  
Brazil,  
Cuba,  
Denmark,  
Spain,  
Hungary,  
United States of  
America,  
France,

Great Britain,  
Greece,  
Italy,  
Mexico,  
Japan,  
Nicaragua,  
Norway,  
The Low Countries,  
Portugal,  
Roumania,  
Russia,  
Sweden.



## BRUSSELS CONFERENCE.

BASIS OF A PLAN FOR A CONVENTION ON THE LIMITATION  
OF SHIP-OWNERS' LIABILITY, SUBMITTED TO THE  
STUDY OF THE GOVERNMENTS INTERESTED  
(6-7 OCTOBER, 1909).

## ARTICLE 1.

The provisions of the present convention shall be applied in each contracting State when one of the interested parties belongs to another contracting State, as well as in the other cases provided for by the National Laws.

Nevertheless, the principle formulated in the foregoing paragraph does not affect the rights of the contracting State not to apply the provisions of the present convention in favor of persons belonging to a non-contracting State.

## ARTICLE 2.

The owner of a vessel is liable only to the value of the vessel, freight and accessories of vessel and freight relating to the voyage:

1. For damage caused to property and rights of any nature belonging to third persons, on land or on water, by the acts and faults of the master, crew, pilot or any other person in the service of the vessel.

2. For damage caused to cargo transported and to other goods and objects on board the vessel, as well as for all other damages caused by a fault of navigation, even in the performance of a contract.

3. For indemnities of assistance and salvage.

4. For obligations resulting from contracts made by the master by virtue of his legal powers, in case of necessity, away from the home port of the vessel, for the preservation of the vessel and the continuation of the voyage, if the necessity has been occasioned by an accident.

When the owner of the vessel is at the same time master, the same limitation applies, but only for faults of navigation.

## ARTICLE 3.

The freight mentioned in Article 2 is hire or freight without deduction, whether freight or hire paid in advance, freight or hire still due, or freight or hire earned in any event.

Passage money and demurrage are, from the point of view of the present convention, assimilated to freight.

The accessories mentioned in Article 2 are :

1. Indemnities paid or due to the owner of the vessel for general averages, in so far as these constitute either material damage, sustained by the vessel and not repaired, or losses of freight.

2. Indemnities paid or due for the repairing damage, whether damage sustained by the vessel and not repaired, or losses of freight.

3. Sums paid or due the owner of the vessel for assistance or salvage, deduction being made of sums awarded to the master and crew.

Indemnities due or paid by virtue of contracts of insurance, premiums, subventions or other National subsidies are not considered accessories of the vessel.

#### ARTICLE 4.

If a right of preference on the vessel or the freight exists in favor of creditors with regard to whom limitation of liability is not permitted, the owner of the vessel shall be held liable personally to make good in cash, up to the amount deducted by these creditors, the value forming the limit of his liability.

#### ARTICLE 5.

The owner may substitute for the vessel its value at the end of the voyage.

#### ARTICLE 6.

The owner has the right to free the vessel, freight and accessories mentioned in Article 2 by payment of a sum corresponding for the voyage to eight pounds sterling per gross ton of his vessel.

This provision is not applicable to indemnities of assistance and salvage, nor to the cases provided in paragraph 4 of Article 2.

#### ARTICLE 7.

The voyage is deemed finished for the vessel at the first port of call or discharge which it reaches after the event which gives rise to the claim, or at the port in which it is found when this event happens.

If the place where the event is produced is not determined, the voyage is deemed finished at the point where the execution of the obligation giving rise to the claim ought to terminate.

#### ARTICLE 8.

*For the freight different formulae have been indicated:*

1. The freight and accessories mentioned in Article 3 are the

freight and accessories earned from the beginning of the voyage to the port determined in Article 7.

2. *Substitute for the freight, passage money, demurrage and accessories mentioned in Article 3 a lump sum calculated per ton, taking account of the part of the voyage already performed and the nature of the vessel.*

#### ARTICLE 9.

The owner may take, in the interest of whom it may concern, every useful measure in what concerns the ship, without being deprived of the right of exercising the options provided by the foregoing provisions.

He is responsible for all deterioration or loss which, in consequence of a new voyage, may come to the vessel in prejudice of the creditors with regard to whom limitation is permitted.

#### ARTICLE 10.

The foregoing provisions do not affect the right of the creditors to seize the vessel.

#### ARTICLE 11.

The foregoing provisions do not apply to the obligations derived from personal faults of the owner, from contracts made by him, or from those which he has authorized or ratified.

They are applicable to the obligation to remove the wreck of a sunken vessel and to the responsibilities attaching thereto, whether there has been fault on the part of the master or not.

#### ARTICLE 12.

If the manager of a vessel who is not the owner is responsible for the obligations with regard to which the liability of the owners is limited according to the present convention, he has a right to the same limitation.

If the sub-freighter is responsible for obligations resulting from contracts of sub-affreightment, he has a right to this limitation, so far as the captain is charged with the execution of these contracts by the receipt of the merchandise or the signing of a bill of lading.

#### ARTICLE 13.

The present convention does not apply to claims for losses of human lives or for personal injuries, which continue to be regulated exclusively by National laws.

Nothing in the foregoing provisions affects the competence of tribunals or procedure and methods of execution prescribed by National laws.

## BRUSSELS CONFERENCE.

BASIS OF A PLAN FOR A CONVENTION ON HYPOTHECATIONS  
AND MARITIME LIENS, SUBMITTED TO THE STUDY  
OF THE GOVERNMENTS INTERESTED  
(6-7 OCTOBER, 1909).

## ARTICLE I.

Hypothecations, mortgages, pledges on ships regularly made according to the laws of the contracting State to which the vessel belongs and registered in a public registry at the home port or in a central office of registration, shall be respected in all the other countries *and shall have the same effect as in the country of its origin.*

(*Note 1.*—Certain objections have been made to the words in italics; it is understood: 1st, that questions of procedure, 2nd, sovereign rights in case of contraband of war, prizes, etc., are not affected by the provisions.)

## ARTICLE 2.

The rights mentioned in the preceding article are subordinated to liens.

## ARTICLE 3.

The following are the only privileged liens on the vessel, her accessories and the hire or freight of the voyage during which the privileged obligation arose, and take rank in the order following:

1. Court expenses, rights of tonnage, lighthouse or port charges and other taxes and public imposts of the same kind; expenses of guarding and preserving since the entry of the ship into the last port.

2. Obligations resulting from the contract of engagement of master, crew or other persons shipped in the service of the vessel, and pilotage expenses.

3. Indemnities due for salvage and assistance and the contribution of the vessel to general average.

4. Obligations for furnishing and repairing and other obligations for the same purpose contracted by the master in case of necessity away from the home port for the preservation of the vessel, or the continuation of the voyage, in so far as the acts have been necessitated by an actual need whether the

master is or is not at the same time owner of the vessel and whether the obligation is his own or that of the furnishers, repairers, lenders or other contractors.

5. Indemnities due another ship, her cargo, crew or passengers by reason of a collision or any other accident resulting from a fault in navigation.

(Note 2.—The closing protocol shall contain the following provision; it is understood that each State is free by legislation to give to the authorities of the State or other public authorities which have removed a wreck or other object interfering with navigation the right to sell these objects and indemnify themselves from the proceeds for the expenses of removal in preference to other creditors. It is also understood that the national legislation may give a lien to public insurance institutions for the obligations resulting from the insurance of the personnel of vessels.)

#### ARTICLE 4.

The rank of liens relating to the same voyage is regulated in conformity with the enumeration set forth in article 3. Obligations mentioned in the same number of this article are prorated.

But obligations enumerated in article 3, numbers 3 and 4, rank in inverse order from the date of their origin, obligations resulting from the same case of necessity being considered as created at the same time.

Where the obligations mentioned in article 3, number 4, arise out of disbursements made or personal engagements contracted by the master, they are preferred to other obligations mentioned in this provision.

#### ARTICLE 5.

If the obligations do not relate to the same voyage, the liens for the obligations of a later voyage are preferred to the liens of the obligations of an earlier voyage.

#### ARTICLE 6.

The lien is extinguished at the expiration of two years from the creation of the obligation.

For obligations mentioned in article 3, number 2 this period of prescription is one year; this period runs from the day when the service terminated.

Causes of suspension and interruption of this period of prescription are determined by the *lex fori*.

The High Contracting Parties reserve the right to allow in their legislation as a cause for suspending the time herein-

before fixed the fact that the defendant ship could not be seized within the territorial waters of the State in which the plaintiff has his domicile or principal place of business.

#### ARTICLE 7.

The lien on the hire or freight may be exercised so long as the hire or freight is in the hands of the freighter, loader, consignee, master or agent or any other third person. It is extinguished when the freight is encashed by the owner personally.

#### ARTICLE 8.

The liens established by the preceding provisions are subject to no formality and to no special condition of proof.

#### ARTICLE 9.

The foregoing provisions are applicable to ships managed or employed by persons other than their owner except when the owner has been dispossessed by an illicit act and when the creditor is not a *bona fide* creditor.

#### ARTICLE 10.

The accessories mentioned in article 3 are:

1. Indemnities paid or due to the owner of the vessel for general average losses in so far as these constitute either material damage suffered by the vessel and not repaired or losses of freight.

2. Indemnities paid or due for repairing damages whether they are damages sustained by the vessel and not repaired or losses of freight.

3. Sums paid or due to the owner of the vessel for assistance or salvage, deducting sums awarded to the master or the crew.

Indemnities due or paid by virtue of contracts of insurance, premiums, subventions or other national subsidies are not considered accessories of the vessel.

#### ARTICLE 11.

The provisions of the present Convention shall be applied in each Contracting State when one of the parties interested belongs to another Contracting State, as well as in the other cases provided for by the national laws.

But the principle formulated in the foregoing paragraph does not affect the right of the contracting States not to apply, the provisions of the present Convention in favor of persons belonging to a non-contracting State.

#### ARTICLE 12..

The present Convention does not apply to Government vessels.