

INTERNATIONAL MARITIME COMMITTEE.

No. 34.

ANTWERP, 24th October, 1911.

30, RUE DES ESCRIMEURS.

DEAR SIR:

RESOLUTIONS OF THE PARIS CONFERENCE.

We have pleasure in handing you here enclosed the Resolutions which have been passed concerning Limitation of Shipowners' Liability for Loss of Life and Personal Injury and the matter of Affreightment.

We are, Dear Sir,

Yours very truly,

For The Permanent Bureau,

LOUIS FRANCK,

Hon. General Secretary.

INTERNATIONAL MARITIME COMMITTEE.

PARIS CONFERENCE

October 9-13, 1911.

LIMITATION OF LIABILITY OF SHIPOWNERS IN CASES OF LOSS OF LIFE OR PERSONAL INJURIES.

The Conference is of the opinion that there is ground for concluding an international agreement upon the basis of additional liability in favor of direct claimants (*reclamateurs du chef*) for loss of human life or personal injuries.

It considers that this additional liability should be fixed at £7 per registered ton of the ship.

PLAN FOR AN INTERNATIONAL CODE OF AFFREIGHTMENT.

NOTE.—In view of the impossibility of completing the arranged program resolutions were passed upon the most important points, the examination of the other points being left for a further session.*

FIRST PART.

ARTICLE I.

No freight is payable for merchandise not delivered or placed in the control (*à la disposition*) of the claimant at the port of destination.

ARTICLE II.

Freight is always payable in the following cases:

(a) When the failure to deliver arises from the negligence or fault of the freighters, loaders (*affreteurs, chargeurs*) or their agents.

*The numbers of the articles are those of the London Preliminary Plan (Feb., 1911) which served as the basis of discussion.

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(b) When the goods have been lost by reason of their condition at the time of shipment, or by reason of their nature, unless the originating causes of the loss be inevitable accident.

(c) For animals lost in course of transit without fault on the part of the carrier.

(d) When prohibited or dangerous goods have been destroyed during the voyage, provided that the carrier was ignorant of their nature at the time of loading.

(e) When, in the course of the voyage, the goods have to be sold by reason of their damaged condition, whatever may be the cause, natural condition, inherent defect or inevitable accident.

(f) When the loss of the goods has been placed in general average.

ARTICLE III.

Article I is not applicable to cases of lump sum freight, either whole or partial; and in consequence freight is payable whether the goods are delivered at destination or not.

ARTICLE IV.

Freight payable in advance and advances on freight cannot be recovered though the goods may be wholly or partly lost during the voyage, provided that the ship properly commenced the voyage.

SECOND PART.

THE CONTRACT OF AFFREIGHTMENT.

ARTICLE V.

The shipowner is personally bound to furnish a seaworthy ship, *i. e.*, one capable in every respect of accomplishing the proposed voyage under ordinary circumstances. The conditions which constitute seaworthiness are determined by local laws and rules.

FOURTH PART.

BILLS OF LADING AND CHARTER PARTIES.

ARTICLE XVII.

In every case of affreightment, whether it be a term affreightment and the ship be employed by a time charterer (*armateur à temps*) or whether it is made with the intention on the part of the freighter to sub-freight or to employ the ship for general cargo or otherwise, the shipowner alone is responsible to the cargo owners, the shipper, the consignee, or any one interested in the cargo, for the nautical faults of the master and crew.

The shipowner and shipper are jointly and severally liable for the commercial faults of the captain and crew.