

THE MARITIME LAW ASSOCIATION
OF THE UNITED STATES**ANNUAL MEETING—MAY 18, 1956**

The Fifty-seventh Annual Meeting of the Association was held at the Association of the Bar of the City of New York on Friday, May 18, 1956, at 2:00 P. M., following the regular meeting of the Executive Committee, with the President, Charles S. Haight, presiding.

PRESENT:

CHARLES S. HAIGHT, President
WILBUR H. HECHT, Secretary
GEORGE F. TINKER, Treasurer

and the following 114 members:

John M. Aherne	Walter Carroll, Jr.
Hervey C. Allen	Leavenworth Colby
Ray Rood Allen	Walter X. Connor
Cromwell A. Anderson	Robert E. Cox
Joseph Arcoleo	John W. Crandall
Frederick K. Artz	Francis N. Crenshaw
Richard G. Ashworth	Theodore R. Dankmeyer
William J. Ball	Walter A. Darby
Norman M. Barron	MacDonald Deming
Carlyle Barron, Jr.	Martin P. Detels
David S. Batcheller	Charles DiMaria
Mas D. Batchelor	James B. Doak
Massey Bedsole	David W. Dyer
William F. Belmont	Clarence S. Eastham
Michael C. Bernstein	Henry C. Eidenbach
Tallman Bissell	James M. Estabrook
Charles A. Blocher	John F. Gerity
Charles S. Bolster	Julian S. Gravely, Jr.
Stuart B. Bradley	Harvey L. Haehl, Jr.
Francis X. Byrn	William L. Hamm
Thomas E. Byrne, Jr.	Louis R. Harolds
J. Edwin Carey	Edward B. Hayes
John E. Carlson	Nicholas J. Healy 3rd

Lee C. Hinslea
 Oscar R. Houston
 Thomas M. Johnston
 Tom Killefer
 Arnold W. Knauth
 Leslie C. Krusen
 Alexander F. Lankford
 Sam L. Levinson
 Joseph Lieberman
 Donald A. Lindquist
 Alfred A. Lohne
 Henry N. Longley
 Herbert M. Lord
 Arthur O. Louis
 James B. Magnor
 Joseph J. Magrath 3rd
 Walter E. Maloney
 Leonard J. Matteson
 Harry E. McCoy
 Andrew J. McElhinney
 P. J. R. McEntegart
 Joseph T. McGovern
 Thomas F. McGovern
 James McKown, Jr.
 Lloyd C. Melancon
 Hugh S. Meredith
 Thomas H. Middleton
 B. Alston Moore
 John C. Moore
 Springer H. Moore, Jr.
 Russell T. Mount
 Fred Much
 Ward O'Neill
 John C. Phillips

E. Herbert Prem
 John C. Prizer
 Charles E. Quandt
 Edward A. Quinlan
 John W. Reardon
 Gregory S. Rivkins
 John M. Rochford
 William A. C. Roethke
 Randolph G. Rogers, Jr.
 Bernard Rolnick
 Francis X. Ryan
 Richard F. Shaw
 John W. Sims
 Saul Sperling
 George W. Stretch
 John J. Sullivan
 Lane Summers
 Lawrence R. Thomson
 Alonzo L. Tyler
 Eugene Underwood
 Charles A. Van Hagen, Jr.
 T. Thorgny Waaland
 Donald M. Waesche
 Claude E. Wakefield
 David P. H. Watson
 Michael F. Whalen
 George W. P. Whip
 Burton H. White
 Harvey Wienke
 J. Barbee Winston
 William H. Woolley
 Stanley R. Wright
 Benjamin W. Yancey
 John W. R. Zisgen

On motion duly made and seconded, the reading of the minutes of the Annual Meeting of May 6, 1955 was dispensed with and they were approved as set out in Document No. 390 which had been distributed to all members.

On motion duly made and seconded, the reading of the minutes of the Executive Committee meetings during the year held on June 27, and November 17, 1955 and February 1 and May 18, 1956 were dispensed with, as the principal matters transacted at those meetings are included in the report of the Secretary.

REPORT OF THE EXECUTIVE COMMITTEE AND THE SECRETARY'S ANNUAL REPORT

There were four meetings of the Executive Committee during the year, on June 27 and November 17, 1955, and February 1 and May 18, 1956.

At the meeting of June 27, 1955, the principal matters considered were:

Mr. John C. Moore, Chairman of the Committee on Bills of Lading was present on invitation of the President to report the recommendation of that Committee with respect to a Draft of an International Convention dealing with Bills of Lading and Letters of Indemnity for submission to the Plenary Session of the Comité Maritime International which was to be held in Madrid in September 1955. The Bills of Lading Committee had originally submitted a Draft Convention at the May 6, 1955 Annual Meeting which was later circulated as part of Association Document No. 389 for the comments of the membership. On the basis of comments received, the Bills of Lading Committee had prepared a revised First Draft Convention to be submitted to the Comité. The Draft was thereafter circulated as part of Association Document No. 394. The Executive Committee directed the Secretary to forward a copy of the revised First Draft Convention to the Comité with a covering letter pointing out that the Draft was submitted as a basis for discussion only and not as a recommendation of our Association, since the matter could not be finally considered by our Association until after the Draft had been considered by the various National Associations and a Draft Convention had been proposed by the Comité. The Committee on Bills of Lading was commended by the Executive Committee for the detailed work done on the subject.

Mr. Charles S. Haight, President, was elected as the Association's representative to the House of Delegates of the American Bar Association for a term expiring with the next Annual Meeting of our Association. The suggestion of James S. Benn, Jr., of Philadelphia, concerning the holding of a luncheon meeting in Philadelphia for members of our Association during the American Bar Association meeting in August, 1955, was considered and such luncheon meeting was approved. The President was authorized to

appoint a Committee to arrange the luncheon on the understanding that it would be on the basis of the members attending paying the costs thereof.

It was decided that the charge for the 1955 Annual Fall Dinner be \$10.00, and since many members of the Association had expressed the desire at a poll taken in early 1955 that at least one of the semi-annual dinners be limited to members only, it was resolved that the 1955 Fall Dinner be limited to members of the Association and such guests as might be invited by the Executive Committee.

The following seven lawyer applicants were elected to membership:

James L. Hurley
Kirlin, Campbell & Keating
120 Broadway
New York 5, N. Y.

Philip F. DiCostanzo
66 Court Street
Brooklyn, N. Y.

Malcolm W. Monroe
Deutsch, Kerrigan & Stiles
1700 Hibernia Bank Bldg.
New Orleans, La.

Wm. H. Armbrecht, Jr.
Inge, Twitty, Armbrecht & Jackson
1301 Merchants National Bank Bldg.
Mobile 5, Alabama

Frank A. Wollaeger
McBride & Baker
120 South LaSalle St.
Chicago 2, Ill.

Tom Killefer
Lillick, Geary, Olson, Adams & Charles
1625 K Street, N. W.
Washington 5, D. C.

James T. Hughes, Jr.
Federal Maritime Board
3049 New GAO Bldg.
Washington 25, D. C.

At the November 17, 1955 meeting the principal matters considered were:

The President reported on the Plenary Conference of the Comité Maritime International held at Madrid in September 1955. The President's report to the Executive Committee was thereafter amplified and circulated to the Association as Document No. 393.

The President reported that at the 1955 meeting of the American Bar Association that Association's plan to regulate all specialized practice of law, which plan had been opposed by the Executive Committee of our Association had been abandoned by the American Bar Association because of substantial opposition from various sources.

It was resolved that the Justices of the Supreme Court of the United States be invited to become Associate Members of our Association.

The decisions of the Supreme Court in the *Wilburn Boat* (348 U. S. 310, the *Cushing* (347 U. S. 409) and the *Boudoin* (348 U. S. 337) cases were discussed and it was the sense of the meeting that the President should ask appropriate existing Committees, or appoint such a Committee if a new one were needed, to consider these decisions.

The Secretary reported that the Luncheon Meeting held in Philadelphia during the August convention of the American Bar Association was attended by 51 members and wives of members. By resolution duly made and seconded the Executive Committee expressed its appreciation and thanks to the Committee which consisted of Springer Moore, Chairman, Abraham E. Friedman, Benjamin F. Stahl, Thomas F. Mount, Leslie C. Krusen and Timothy J. Mahoney.

Judge Kennedy, Chairman of the Committee on District Court Calendar Rules and Practice, reported on the proposed new calendar practice rule, which was subsequently promulgated by the Judges of the Southern District as Calendar Rule No. 5.

The following 28 lawyer applicants were elected to membership:

Arthur J. Andersen
Purrington & McConnell
52 Wall Street
New York 5, N. Y.

Thomas N. Beadie
Kirlin, Campbell & Keating
120 Broadway
New York 5, N. Y.

Wayne D. Bird
Atlantic Mutual Insurance Company
49 Wall Street
New York 5, N. Y.

Richard H. Brown, Jr.
Kirlin, Campbell & Keating
120 Broadway
New York 5, N. Y.

John J. Crowley
Burlingham, Hupper & Kennedy
27 William Street
New York 5, N. Y.

Daniel J. Dougherty
Kirlin, Campbell & Keating
120 Broadway
New York 5, N. Y.

Paul S. Edelman
Kreindler & Kreindler
51 Chambers Street
New York 6, N. Y.

William T. Foley, Jr.
Crowell & Rouse
111 Broadway
New York 6, N. Y.

George H. Hearn
Haight, Gardner, Poor & Havens
80 Broad Street
New York 4, N. Y.

Richard L. Maher
Haight, Gardner, Poor & Havens
80 Broad Street
New York 4, N. Y.

Paul L. Murphy
15 Park Row
New York 38, N. Y.

Anthony M. O'Donnell
85-79 148th Street
Jamaica 35, N. Y.

Robert H. Peterson
McNutt & Nash
84 William Street
New York 38, N. Y.

John C. Phillips
Insurance Company of North America
1600 Arch Street
Philadelphia 1, Pa.

Kenneth Simon
Landis, Taylor & Scoll
400 Madison Avenue,
New York 17, N. Y.

Richard H. Sommer
Kirlin, Campbell & Keating
120 Broadway
New York 5, N. Y.

Theodore M. Sysol
Haight, Gardner, Poor & Havens
80 Broad Street
New York 4, N. Y.

George T. Vayda
Crowell & Rouse
111 Broadway
New York 6, N. Y.

C. A. Brown
Royston & Rayzor
205 Cotton Exchange Bldg.
Galveston, Texas

George W. Healy III
Phelps, Dunbar, Marks, Claverie & Sims
10th Fl. United Fruit Building
321 St. Charles Street
New Orleans 12, La.

Richard D. Hatch
Nicholas & Hatch
Houghton Building
Aransas Pass. Texas

Dan H. Hinds
Eastham, Hinds & Dale
Cotton Exchange Bldg.
Houston 2, Texas

Robert E. Mayer
Pacific American Steamship Association
16 California Street
San Francisco 11, Calif.

Lloyd Cyril Melancon
2302 American Bank Bldg.
New Orleans 12, La.

Ray R. Murdock
Creasey & Murdock
Suite 600-F
Sheraton Park Hotel
Washington, D. C.

John V. Lovitt
Beechwood & Lovitt
1507 Packard Bldg.
Phila. 2, Pa.

Richard F. Ralph
Fowler, White, Gillen, Yancey & Humkey
507 Biscayne Bldg.
Miami 32, Florida

Mark F. Schlefer
Radner, Zito, Kominers & Fort
1401 K Street, N. W.
Washington 5, D. C.

Discussion was had concerning the issuance of invitations by the Executive Committee to non-lawyers active in the Maritime field to become active members of our Association, and it was voted to invite the following five non-lawyers to become active members :

Owen E. Barker, President
Appleton & Cox, Inc.
111 John Street
New York 38, N. Y.

Woodward Melone, Manager
Fireman's Fund Insurance Company
Atlantic Marine Department
116 John Street
New York 38, N. Y.

Miles F. York, President
Atlantic Mutual Insurance Company
49 Wall Street
New York 5, N. Y.

E. Raymond Keyes
President of International Adjusters, Ltd.
5 Beekman Street
New York, N. Y.

Robert Follmer
Admiralty Clerk
United States District Court
Southern District of New York
Foley Square
New York 7, N. Y.

Discussion was had on the matter of inviting non-lawyers to become active members of the Association, in view of the large number of non-lawyers who had been recommended for membership to the Executive Committee by various members of the Association, and it was resolved that the President should consider the advisability of appointing a Committee on non-lawyer membership, to recommend to the Executive Committee outstanding men in the Maritime field and for the purpose of aiding the Executive Committee as to inviting non-lawyers to membership when non-lawyer memberships were available to be filled.

At the February 1, 1956 meeting, the principal matters considered were:

Discussion was had of recommendations made by the Committee on Arbitration through its Chairman, Mr. Clement C. Rinehart, concerning Bill (HR3248) which had been introduced through the Committee on Arbitration's efforts at the last Session of Congress to amend Title 9 of the United States Code dealing with arbitration. It was resolved that the Committee on Arbitration be authorized to propose an amendment of the Bill to amend Title 9 of the United States Code, which amendment would confine application of Section 7 to arbitrations arising out of "Maritime transactions" as defined in the United States Arbitration Act. The Committee on Arbitration was authorized to participate in hearings before Congressional Committees and to print supporting briefs and to arrange for attendance of one or more Committee members before the Congressional Committees, at the expense of the Association, to endeavor to obtain passage of the Bill.

Discussion was had of the request of the Pacific American Steamship Owners for the views of the Maritime Law Association regarding the Hoover Commission not including the Federal Maritime Board in that Commission's recommendation that prosecutive and judicial powers of Governmental agencies be separated. It was the sense of the meeting that further information and study was indicated before the Executive Committee expressed any views on the subject.

Friday, May 18th, was designated as the date of the Annual Meeting to be held at the Association of the Bar of the City of New York, with the Annual Dinner to follow at the Hotel Waldorf-Astoria. It was decided that members of the Association be permitted to invite guests to the Dinner, each member being permitted to invite one guest, guest applications to be received by the Dinner Committee to the extent that the facilities of the Hotel permit. The charge for the Dinner was set at \$10.00 per member and \$15.00 per guest.

Mr. Eidenbach advised that he had been requested by a member of the Association to bring to the attention of the Executive Committee legislation proposed in the House to amend Section 11 of the

Administrative Procedure Act, 5 U. S. C. 1010, dealing with procedures for various Governmental administrative bodies and the appointment of examiners for various Governmental Agencies including Coast Guard Hearing Officers. It had been requested that the Executive Committee consider the advisability of the Association approving such legislation. It was decided that the matter should be referred to the Association's Committee on matters concerning Coast Guard Regulations for that Committee's consideration and report.

Mr. Seaver stated that he and a number of the members of the Association with whom he had discussed the matter, considered that it might be advisable to amend the By-Laws of the Association to provide for a regular business meeting of the Association in the Fall, in connection with the Fall Dinner, such meeting to be in addition to the Annual Meeting held each May. After discussion the President was authorized to appoint a sub-committee of the Executive Committee to consider this procedure and to draft a By-Law if such additional business meeting was deemed advisable, such proposed By-Law to be submitted to the Annual Meeting in May. The President appointed a sub-committee of the Executive Committee consisting of Martin P. Detels, Chairman, Donald D. Geary and Harold M. Kennedy to consider this suggestion.

The President advised that Mr. Oscar R. Houston had written to him requesting the appointment of a Committee to consider and report regarding the decision of the United States Court of Appeals for the Second Circuit in the *Muller* case, 224 F. 2d 806, and it was the sense of the meeting that such a Committee should be appointed.

The Hon. John R. Brown, Judge of the United States Circuit Court of Appeals for the Fifth Circuit was elected to Associate Membership, Judge Brown having been an active lawyer member of the Association since 1937.

The following six lawyer applicants were elected to membership:

John F. Lennon
Alexander & Alexander, Inc.
225 Broadway
New York 7, N. Y.

Cromwell A. Anderson
Smathers, Thompson & Dyer
1301 DuPont Building
Miami, Florida

Robert N. Ferrer
Clark, Ladner, Fortenbaugh & Young
1510 Chestnut Street
Philadelphia 2, Pa.

C. Grove McCown
Clark, Ladner, Fortenbaugh & Young
1510 Chestnut Street
Philadelphia 2, Pa.

John J. O'Connor, Jr.
Krieger & Sweeten
2410 Mathieson Bldg.
Baltimore 2, Md.

James F. Young
Clark, Ladner, Fortenbaugh & Young
1510 Chestnut Street
Philadelphia 2, Pa.

At the meeting of May 18, 1956, the principal matters considered were:

The report of the Sub-Committee to amend the By-Laws to provide for a fall meeting to be held in November, in addition to the annual May meeting, was adopted and it was on motion duly made and seconded, unanimously

RESOLVED that the Executive Committee recommend to the Association at the Annual Meeting to be held during the afternoon, that the By-Laws be amended as set forth in the Sub-Committee's report.

It was voted to continue the customary annual contribution of \$840 to the Comité Maritime International, and the Treasurer was directed to make payment.

A report by Arnold W. Knauth on a report of the New York Law Revision Commission with respect to a proposed Uniform Commercial Code was considered, and it was directed that Mr. Knauth's report with excerpt from the New York Law Revision Commission

Report as attached thereto, be circulated to the membership as part of the report of the Annual May 1956 Meeting.

A suggestion by Mr. Knauth that the Association undertake to publish reproductions of leading law reviews and essays on maritime and admiralty topics was considered, and it was the sense of the meeting that this proposal should be submitted to the Committee on Law Schools and Publications for their consideration and subsequent report to the Executive Committee.

The President reported that he had communicated with two of our West Coast members, Mr. Joseph J. Geary and Mr. James L. Adams, both of San Francisco, requesting them to advise the President if they were of the opinion that this Association should take any action regarding the request previously made by the Pacific American Steamship Owners for the views of the Maritime Law Association regarding the Hoover Commission not including the Federal Maritime Board in that Commission's recommendation that prosecutive and judicial powers of Governmental Agencies be separated. The President advised that he had not received any such advice from these members and it was the sense of the meeting that no further action be taken on the matter at this time.

The President reported on the actions of the House of Delegates of the American Bar Association at its mid-winter meeting, pointing out that the one matter discussed which might be of interest to our Association was a proposal voted by the House of Delegates that lawyers in the Army, Navy and Air Force should be separated from control by Service Commanders and placed under civilian control.

The President reported that pursuant to invitations extended to the Justices of the Supreme Court to become Associate Members in our Association, Associate Justices Tom C. Clark, Sherman Minton and Stanley Reed had accepted the invitations to such membership. Associate Justice John M. Harlan had previously accepted Associate Membership while a Judge of the United States Court of Appeals for the Second Circuit.

The President reported that he had just received word from the Hon. Herbert Brownell, Attorney General of the United States, invit-

ing our Association to send a representative to a conference of representatives of various Bar associations to be held in Washington on May 21-22 in connection with problems presented because of Calendar delays and congestion of our Federal Courts. It was the sense of the meeting that our Association should send a representative, said representative to be chosen by Mr. Haight and the President to be elected at the afternoon meeting of the Association.

The following 31 lawyer applicants were elected to membership:

Norman B. Richards
McCutchen, Thomas, Matthew, Griffiths & Greene
351 California Street
San Francisco 4, Cal.

Milton Garber
Baker, Garber & Chazen
One Newark Street
Hoboken, N. J.

Sanford C. Miller
Haight, Gardner, Poor & Havens
80 Broad Street
New York 4, N. Y.

Marshall P. Keating
Kirlin, Campbell & Keating
120 Broadway
New York 5, N. Y.

Kenneth E. Foley
Hagen & Eidenbach
111 John Street
New York 38, N. Y.

Joseph V. Gibbia
United States P & I Agency, Inc.
116 John Street
New York 38, N. Y.

Alexander F. Lankford
Hand, Arendall & Bedsole
First National Bank Building
P. O. Box 23
Mobile, Alabama

Edward J. Ryan,
Foley & Martin
64 Wall Street
New York 5, N. Y.

Kenneth H. Volk
Burlingham, Hupper & Kennedy
27 William Street
New York 5, N. Y.

Robert J. Byrnes
Hill, Rivkins, Middleton, Louis & Warburton
96 Fulton Street
New York 38, N. Y.

Alan S. Dale
Eastham, Hinds & Dale
Cotton Exchange Bldg.
Houston 2, Texas

Arthur M. Boal, Jr.
Tompkins, Boal & McQuade
116 John Street
New York 38, N. Y.

William M. Kimball
Burlingham, Hupper & Kennedy
27 William Street
New York 5, N. Y.

Samuel M. Lane
Casey, Lane & Mittendorf
43 Exchange Pl.
New York 5, N. Y.

Joseph M. Costello
Michael E. Hanrahan
67 Wall Street
New York 5, N. Y.

James A. Hageman
Gay & Behrens
70 Pine Street
New York 7, N. Y.

Edwin L. Gerhardt
Lillick, Geary, Olson, Adams & Charles
311 California Street
San Francisco 4, Cal.

Guilford D. Ware
Baird, White & Lanning
1119 Bank of Commerce Building
Norfolk 10, Va.

Walter B. Martin, Jr.
Vandeventer, Black & Meredith
Citizens Bank Bldg.
Norfolk 10, Virginia

Rollins M. Koppel
Admiralty & Shipping Section
Department of Justice
Washington 25, D. C.

John B. McCubbin
Thacher, Proffitt, Prizer, Crawley & Wood
40 Wall Street
New York 5, N. Y.

Dorothy Kelleher Meehan
Jacob Rassner
15 Park Row
New York 38, N. Y.

Russell T. Weil
Kirlin, Campbell & Keating
917 Munsey Building
Washington 4, D. C.

Robert John Nicol
Dow & Symmers
70 Pine Street
New York 5, N. Y.

William J. Troy
Dow & Symmers
70 Pine Street
New York 5, N. Y.

Sonya I. Livshin
Dow & Symmers
70 Pine Street
New York 5, N. Y.

Thomas L. Rohrer
Nelson, Healy, Baillie & Burke
52 Wall Street
New York 5, N. Y.

Henry P. Dart, III
Dart, Guidry & Dart
1008 National Bank of Commerce Building
New Orleans 12, La.

Charles W. Waring
Waring & Brockinton
35 Broad Street
Charleston, South Carolina

Xavier N. Sardaro
15 Park Row
New York 38, N. Y.

Milton H. Spiero
30 Broad Street
New York 4, N. Y.

On the recommendation of the Committee on Law Schools and Publications made pursuant to approval by the Association at the Annual Meeting in May 1955 that that Committee be authorized to invite Admiralty professors and instructors to apply for Associate Membership in the Association, the following 11 Admiralty law professors and instructors were elected to Associate Membership:

Professor Herbert R. Baer
University of North Carolina School of Law
Chapel Hill, North Carolina

Professor William W. Bishop, Jr.
University of Michigan Law School
Ann Arbor, Michigan

Professor Robert C. Bensing,
Western Reserve University School of Law
Cleveland 6, Ohio

Professor George K. Gardner
Harvard Law School
Cambridge, Massachusetts

Professor Grant Gilmore
Yale University Law School
New Haven, Connecticut

Dean Roger Howell
University of Maryland Law School
Baltimore 1, Maryland

Lawrence Jarett
United States Merchant Marine Academy
Kings Point, New York

Professor Wayne L. Townsend
Washington University School of Law
St. Louis, Missouri

Professor Edwin D. Dickinson
University of Pennsylvania Law School
Philadelphia, Pa.

Professor Charles L. Black, Jr.
Columbia Law School
New York City

Vice Admiral O. S. Colclough
Dean of Faculties
George Washington University
Washington, D. C.

The Treasurer's Report to be submitted to the Annual Meeting was approved.

72 lawyers and 5 non-lawyers were elected to Active Membership during the year. 3 Associate Justices of the Supreme Court of the United States and 7 United States Circuit, and District Judges accepted invitations to become Associate Members. 11 admiralty law professors and instructors were elected to Associate Membership. 9 lawyers and 3 non-lawyers resigned from Active Membership. 9 lawyers were dropped for non-payment of dues. 2 lawyer members who had been dropped for non-payment of dues were reinstated upon payment of arrears.

We report with deep regret the deaths of the following members:

Fitz-Henry Smith, Jr. of Boston, who became an Active Member in 1907 and who was elected to Honorary Membership in 1951.

Associate Members

Hon. Henry W. Goddard (1921)
 Hon. John W. Knight (1931)
 Hon. George W. Folta (1954)

Active Members

Harry D. Thirkield (1920-1933; 1936)
 William J. Conlen (1914)
 James S. Benn, Jr. (1939)
 Frank Pellegrini (1954)
 Paul L. Murphy (1955)
 Gerald F. Swanton (1954)

The total membership of the Association is now:

Honorary Members		4
Associate Members		139
Active Members:		
Lawyers	988	
Non-lawyers	109	1097
		<hr/>
		1240

There are 23 Law Libraries on the mailing list, making a total mailing list of 1263.

Indicative of the growth of the Association are the following figures:

Two years ago, at the time of the 1954 Annual Meeting, there were 1,046 members of whom 968 were Active Members.

Five years ago at the time of the Annual Meeting in 1951 there were 875 members of whom 799 were Active Members.

There were 10 publications of the Association during the year as follows :

- May 1955—Document No. 389—Report of the Committee on Bills of Lading and Preliminary Draft Convention.
- July 1955—Document No. 390—Report of Annual Meeting.
- August 1955—Document No. 391—Secretary's notice Phila. Luncheon Meeting.
- October 1955—Document No. 392—Notice of Annual Fall Dinner.
- March 1956—Document No. 393—Report of the Madrid Conference of the Comité Maritime International held September 1955.
- March 1956—Document No. 394—Report of the Bill of Lading Committee.
- April 1956—Document No. 395—Notice of Annual Meeting and Dinner.
- April 1956—Document No. 395A—Post Card Reminder of Annual Meeting and Dinner.
- April 1956—Document No. 396—By-Laws, List of Members, etc.
- May 1956—Document No. 397—Post Card Notice concerning Committee Reports and Proposal to amend By-Laws to be acted on at Annual Meeting.

WILBUR H. HECHT,
Secretary.

On motion duly made and seconded, the report was approved.

TREASURER'S ANNUAL REPORT**Annual Meeting, May 18, 1956**

Balance on Hand May 6, 1955	\$13,681.13
Dues received	12,540.00
Balance on Subscription to 1955 Annual Dinner	151.00
Sale of List to Members	2.00
Subscription to 1955 Fall Dinner	4,850.00
Refund on unused stamped envelopes	3.33
Subscription to 1956 Annual Dinner	8,885.00
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TOTAL	\$40,112.46
Less Disbursements	22,114.84
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Balance on Hand May 18, 1956	\$17,997.62

Disbursements (Checks Drawn)

No. 677	May 9, 1955—Mendes & Mount—Postage, fares, telephone, photostats and stenographic services from Nov. 18, 1954 through May 5, 1955	267.99
No. 678	May 9, 1955—Burlingham, Hupper & Kennedy—Disbursements for stenographic and clerical over-time, telephone, carfares, ledger sheets, etc., from May 14, 1954 to May 6, 1955	140.31
No. 679	May 11, 1955—Manhattan Reproduction Service Corp.—150 multiliths of letter	3.97
No. 680	May 13, 1955—Gordon W. Paulsen—Stenographic overtime and miscellaneous expenses of Chairman of Dinner Committee	101.73
No. 681	May 16, 1955—The Hecla Press—Printing 1300 copies of Report of Committee on Bills of Lading	49.44
No. 682	May 18, 1955—Addressograph—Multigraph Corporation—Plates	5.44
No. 683	May 24, 1955—F. Herbert Prem—Refund Dinner Ticket	9.00

No. 684	May 24, 1955—Thomas F. McGovern—Refund Dinner Ticket	\$ 9.00
No. 685	May 24, 1955—Baker, Botts, Andrews & Shepherd—Refund Dinner Ticket of J. E. Doti	14.00
No. 686	May 24, 1955—Hill, Rivkins, Middleton, Louis & Warburton—Refund Dinner Ticket of John A. Muir	14.00
No. 687	May 24, 1955—Moore & Mouzon—Refund Dinner Ticket of B. Allston Moore	9.00
No. 688	May 24, 1955—Lord, Day & Lord—Refund Dinner Ticket of Henry C. Blackiston	9.00
No. 689	May 24, 1955—Levinson & Friedman—Refund Dinner Ticket of Edwin J. Friedman ...	9.00
No. 690	May 24, 1955—Kirlin, Campbell & Keating—Refund Dinner Tickets of Frank W. Stuhlman and George W. Wauchape	23.00
No. 691	May 24, 1955—Haight, Gardner, Poor & Havens—Refund Dinner Tickets of Wm. P. Kain and Gustav Wedell	23.00
No. 692	May 24, 1955—Mendes & Mount—Refund Dinner Tickets of Daniel Huttenbrauck and one non-member guest	23.00
No. 693	May 24, 1955—Inge, Twitty, Ambrecht & Jackson—Refund Dinner Ticket of T. K. Jackson, Jr.	9.00
No. 694	June 7, 1955—The Waldorf-Astoria—Bill for Annual Dinner	8,801.63
No. 695	June 8, 1955—The Association of the Bar of the City of New York—Bill for use of meeting hall, loud speaker system and Evarts Room for Annual Meeting and May 6, 1955 Executive Committee meeting	125.45
No. 696	June 18, 1955—Harvard Club of The City of New York—Bill for May 6, 1955 Executive Committee luncheon	78.44

No. 697	June 20, 1955—Bar Association Stenographic Service—Stenographic charges re Annual Meeting	\$ 166.50
No. 698	June 21, 1955—Unz & Co.—Printing and furnishing 1,000 U/S Government 3¢ stamped envelopes	44.81
No. 699	June 21, 1955—Unz & Co.—Printing and furnishing 250 U. S. Government 3¢ stamped envelopes	16.22
No. 700	June 23, 1955—Unz & Co.—Printing and furnishing 3,000 U. S. Government 3¢ stamped envelopes	133.90
No. 701	June 28, 1955—Manhattan Reproduction Service Corp.—150 multiliths of letter	3.97
No. 702	June 29, 1955—Dow & Symmers—Refund Dinner Ticket of Wm. Warner	9.00
No. 703	June 29, 1955—Charles L. Black, Jr.—Refund Dinner Ticket	9.00
No. 704	June 29, 1955—Nelson, Healy, Baillie & Burke—Refund of payment made for Dinner Tickets of C. A. Blocher and Comdr. Edward B. Hayes	18.00
No. 705	June 29, 1955—Manhattan Reproduction Service Corp.—100 copies multiliths of letter	3.61
No. 706	July 19, 1955—The Hecla Press—Printing 1,250 copies Booklet—Annual Meeting	759.11
No. 707	August 4, 1955—Unz & Co.—Printing 3,000 Kraft Clasp Envelopes	77.25
No. 708	August 4, 1955—The Hecla Press—Printing 1,200 copies—Secretary's Notice of Philadelphia Luncheon Meeting	13.39
No. 709	August 4, 1955—Addressograph Multi-graph Corporation—Furnishing 18 plates ..	2.22
No. 710	August 4, 1955—Unz & Co.—Furnishing 1,000 letterheads	35.02

No. 711	August 15, 1955—John J. Killea—Refund overpayment of dues	\$ 5.00
No. 712	August 19, 1955—Comité Maritime International—Contribution	840.00
No. 713	September 12, 1955—Unz & Co. Furnishing and printing 2,000 U. S. Government 3¢ stamped envelopes	91.67
No. 714	October 17, 1955—The M. A. Goerl Company Multigraphing 150 copies of letter	5.67
No. 715	November 17, 1955—Mendes & Mount—Postage, fares, telephone, photostats, stenographic services	196.83
No. 716	November 30, 1955—Mendes & Mount—Refund Dinner Tickets of John J. Sullivan and Alfred A. Lohme	20.00
No. 717	November 30, 1955—James J. Conran—Refund Dinner Ticket	10.00
No. 718	November 30, 1955—Lord, Day & Lord—Refund Dinner Ticket of Arthur J. Savage	10.00
No. 719	November 30, 1955—Lord, Whip & Coughlin—Refund Dinner Ticket of George W. P. Whip	10.00
No. 720	November 30, 1955—Samuel D. Antopol—Refund Dinner Ticket	10.00
No. 721	Cancelled	
No. 722	November 30, 1955—Richard T. Graham—Refund Dinner Tickets of Richard I. Leightner and Wm. J. Tillinghast, Jr.	20.00
No. 723	November 30, 1955—Bigham, Englar, Jones & Houston—Refund Dinner Tickets of Carl E. McDowell, Samuel Gore and John W. R. Zisgen	30.00
No. 724	November 30, 1955—Krusen, Evans & Shaw Refund Dinner Tickets of W. V. Mahon, C. Williamson, Mark D. Alspach and R. W. Bikle	40.00

No. 725	November 30, 1955—Maclay, Morgan & Williams—Refund Dinner Ticket of George W. Morgan	\$ 10.00
No. 726	November 30, 1955—Kirlin, Campbell & Keating—Refund Dinner Ticket of Edward J. Heine, Jr.	10.00
No. 727	Cancelled	
No. 728	November 30, 1955—O'Connor, Foley & Grainger—Refund Dinner Tickets of John J. O'Connor, Jr. and John J. Foley	20.00
No. 729	November 30, 1955—C. Gordon Campbell—Refund Dinner Ticket	10.00
No. 730	December 5, 1955—Daniel R. Huttenbrauck—Reimbursement expenses of Chairman, Dinner Committee	144.81
No. 731	December 5, 1955—The Hecla Press—Printing reservations, tickets, etc. (Fall Dinner)	35.54
No. 732	January 3, 1956—Unz & Co.—1,000 letterheads	16.22
No. 733	January 6, 1956—Mackay, Morgan & Williams—Refund Dinner Ticket of C. D. Williams	10.00
No. 734	January 14, 1956—Walter X. Connor—Refund Dinner Tickets (two unused)	20.00
No. 735	January 16, 1956—Addressograph—Multi-graph Corporation—furnishing 73 plates	6.60
No. 736	January 31, 1956—The Waldorf-Astoria—Bill for 1955 Fall Dinner	6,847.00
No. 737	February 11, 1956—Addressograph—Multi-graph Corporation—furnishing 9 plates	1.00
No. 738	February 27, 1956—Unz & Co.—furnishing 1,000 letterheads	30.90
No. 739	March 26, 1956—The Hecla Press—Printing 1,000 Annual Dues Cards	8.50
No. 740	March 26, 1956—John R. Brown—Refund of dues paid by member transferred to Associate Membership	10.00
No. 741	March 29, 1956—The Hecla Press—Printing 1,400 copies of Report on Madrid Conference and 1,400 copies of Report of Bill of Lading Committee	677.86

No. 742	April 3, 1956—Addressograph—Multigraph Corporation—furnishing 38 plates	\$ 4.56
No. 743	April 5, 1956—Addressograph—Multigraph Corporation—service call—Addressograph machine	7.05
No. 744	April 10, 1956—The M. A. Goerl Company—Multigraphing 150 copies of letter ...	6.70
No. 745	May 8, 1956—The Hecla Press—Printing report to the Association re proposed Limitation convention considered at Madrid	53.56
No. 746	May 9, 1956—Unz & Co.—furnishing and printing 1,500 U. S. Government 3¢ stamped envelopes	67.10
No. 747	May 9, 1956—The Hecla Press—furnishing and printing 800 post cards—(Reminder of Annual Meeting)	30.42
No. 748	May 9, 1956—Unz & Co.—printing 2,000 Kraft Envelopes	37.08
No. 749	May 9, 1956—The Hecla Press—printing 1,400 copies of Document No. 396 (List of Members, etc.)	1,500.93
No. 750	May 10, 1956—The Hecla Press—furnishing and printing 1,100 post cards—(Notice of Fifty Seventh Annual Meeting)	38.48
No. 751	May 11, 1956—Addressograph—Multigraph Corporation—Furnishing 18 plates	2.16
No. 752	May 15, 1956—The Hecla Press—Printing 1,400 copies of Document No. 395, reservation forms, dinner tickets	55.11
No. 753	May 16, 1956—Manhattan Reproduction Service Corporation—150 multiliths of letter	8.86
No. 754	May 16, 1956—a. b. c. Mailing Service—Enclosing, stamping and mailing 1,250 copies of Year Book	137.65
		<hr/> \$22,114.84

RECAPITULATION

Balance on Hand—May 6, 1955	\$13,681.13
Income	26,431.33
	<hr/>
TOTAL.....	\$40,112.46
Less checks drawn	22,114.84
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Balance on Hand—May 18, 1956	\$17,997.62

SUMMARY OF DISBURSEMENTS

Cost of 1955 Annual Dinner and 1955 Fall Dinner including miscellaneous expenses in connection therewith	\$15,930.89
Expenses of 1955 Annual Meeting and Executive Committee Meeting	370.39
Printing costs incidental to 1956 Annual Dinner	85.53
Refunds on Dinner Tickets	417.00
Refund overpayment of dues	5.00
Refund of dues of member transferred to Associate Membership	10.00
Stationery and Supplies	550.17
General Printing and Multigraphing	3,134.05
Addressograph operating costs	29.03
Contribution—Comité Maritime International	840.00
Stenography and clerical, telephone calls, car fares, postage, photostats, etc.	742.78
	<hr/>
	\$22,114.84

GEORGE T. TINKER
Treasurer

On motion duly made and seconded the report was approved.

REPORTS OF COMMITTEES AND OTHER BUSINESS

The President announced that before consideration of Committee reports he would place before the Association the recommendation of the Executive Committee that the Articles of Association and By-Laws be amended to provide for a regular Fall business meeting of the Association to be held in November of each year in addition to the Annual business meeting held in May. Copies of the following report dated May 18, 1956 of the Executive Committee had been distributed to the members present at the meeting :

PROPOSAL TO AMEND BY-LAWS

The Executive Committee recommends to the Association that the 6th Article and By-Law be amended by deleting the word "annual" and substituting therefor the word "regular" before the word "meetings" in the third line thereof, and that the 10th Article and By-Law be amended to read as follows :

Regular Meetings

10. The Annual Meeting of the Association shall be held on the first Friday of May in each year, unless the President, with the concurrence of the Executive Committee, shall fix some other date.

A Fall Meeting of the Association shall be held on the first Friday of November in each year, unless the President, with the concurrence of the Executive Committee, shall fix some other date.

Thirty-five active members present in person shall constitute a quorum at any meeting of the Association.

This recommendation is made for the following reasons :

(1) It has become customary for many out-of-town members to attend the Fall Dinners of the Association, and it would be desirable to have the benefit of their views on questions which may arise after the Annual Meeting in May and upon which the Association should take action before the next Annual Meeting the following May. The attendance at a fall meeting before the Fall Dinner would in all probability be much larger and more representative than at a Special Meeting called to consider and act upon a particular question.

(2) With only one regular meeting a year, it is not always possible for the Association to act as promptly as might be desirable when matters arise in which the Association is interested.

(3) The time taken up by the Annual Meeting will tend to increase unduly because of the necessity of considering the ever increasing number of questions which may be expected to arise during the entire year.

(4) Hearings by Congressional committees on bills pending in Congress begin soon after Congress convenes in January. Important hearings will often be concluded before May 1st. A fall meeting would be a better time for the Association to consider legislation that it wishes to advocate or oppose than the annual meeting in May when it will most likely have to wait until the following winter before it can present its views.

The Executive Committee of
The Maritime Law Association
of the United States.

The President summarized briefly the purpose of the proposed amendments after which the Secretary read the recommended amendments. Mr. Michael F. Whalen suggested that the Executive Committee consider that at least one of the meetings each year be held at 5:00 P. M. of the day before the Association's Dinner as he considered this would result in a larger attendance of New York members. The President pointed out that the proposed amendments as well as the existing Articles and By-Laws permitted the President with the concurrence of the Executive Committee to set the exact date and time for the meeting. There being no further questions or discussion it was, on motion duly made and seconded, unanimously resolved that the Articles of Association and By-Laws be amended as set forth in the May 18, 1956 report of the Executive Committee recommending such amendment.

Committee on Supreme Court Admiralty Rules:

The President announced that he had been requested by Mr. John C. Crawley, Chairman, to state that the Committee had no report to make at this time.

Committee on Arbitration:

In the absence of Mr. Clement C. Rinehart, Mr. Norman Barron read the following report:

Since its report at the last annual meeting of the Association, the Committee on Arbitration has continued its efforts to bring about amendment of Title 9 of U. S. Code. The principal amendment sought is an adaptation of the British procedure whereby judicial review of questions of law arising in arbitration proceedings may be obtained. That amendment and the various others also sought, were described and approved by the Association at the last annual meeting.

The proposed amendments are embodied in a bill, H. R. 3248, which is now pending in the House of Representatives and has been referred to the Committee on the Judiciary.

Before asking for a hearing on the bill, the Committee felt it was important to obtain, if possible, the concurrence of the American Bar Association and the American Arbitration Association.

In the American Bar Association, consideration of the bill was referred to the Standing Committee on Admiralty and Maritime Law but, so far, that Committee has not taken any formal action.

The American Arbitration Association has acted on the bill during the course of the year. Before your Committee last reported, officials of the American Arbitration Association had indicated that they would not oppose the bill if it were amended so the provisions for judicial review were applicable only in arbitration proceedings growing out of maritime transactions.

Subsequently, however, the officials of the American Arbitration Association receded from that position. Your Committee then requested a reconsideration of the matter and met with a group from the American Arbitration Association. After considerable delay, your Committee was informed that the American Arbitration Association would oppose any amendment providing for judicial review in any form on the grounds that it would be inconsistent with the principles of arbitration. The other features of the bill were not opposed, however.

Notwithstanding the position taken by the American Arbitration Association, your Committee concluded it should try to bring about enactment of H. R. 3248, with an amendment restricting judicial

review to maritime arbitrations. The Executive Committee of this Association concurred in that conclusion.

Your Committee is now engaged in preparation of a brief in support of the bill.

The recommendation of your Committee is that the Association continue in force the instruction which it gave to the Committee at the last annual meeting which was, in substance, that the Committee should support the bill before the appropriate committees of Congress.

Respectfully submitted,

NORMAN M. BARRON
JOHN TILNEY CARPENTER
THOMAS F. DALY
NICHOLAS J. HEALY, 3RD
WALTER T. HUGHES, JR.
JOHN C. MOORE
CLEMENT C. RINEHART, Chairman

On motion duly made and seconded and unanimously carried, the report of the Committee was approved.

Committee on Bills of Lading:

Mr. John C. Moore, Chairman, summarized the report of the Committee which had been circulated in March 1956 as Document No. 394. After commenting on responses made by members as requested in Document 394 Mr. Moore submitted the following supplemental report of the Committee:

During the month of April in response to our Report of March 6, 1956, which was submitted to the membership of the Association as Document No. 394, the committee received comments from three members. One of those members opposed the recommendation on the ground that the arrangement recommended would defer to destination point the question of the condition of the goods as being proper to warrant issuance of a clean bill of lading where it would be more difficult to deal with and would lead to the carrier's assuming the burden of mischance and senseless litigation; the second member commented in detail regarding the form of the proposal, without stat-

ing whether or not he favored it, and the third member, who is associated with a well-known United States ship operator, expressed strong support for the objective of the recommendation, or something like it.

In addition to the foregoing comments, letters dated from May 9 to May 17 were received from nine members, who joined in the position taken by the dissenting members of the committee.

As a result of the foregoing comments and after giving the matter further careful consideration, the members of the committee still hold the respective opinions set forth in our Report, Document No. 394.

Subject to the minority objections previously expressed, the committee considers that the proposed resolution set forth as Exhibit B at pages 3966 to 3967 of Document No. 394 would be improved by the following amendments:

Paragraph 3 to read as follows:

"3. RECOGNIZING, THEREFORE, that there are many circumstances *in* which it is not correct to issue unclauséd bills of lading," (word italicized is new)

Paragraph 5 to read as follows:

"5. RECOGNIZING, ALSO, that in ~~relying on~~ *accepting* unclauséd bills of lading in connection with credit transactions, Banks *and consignees* rely not merely on the description of the goods contained in such bills of lading, but, more importantly, on the legal obligation of the carriers to make good any inaccuracies in such description, and most of all on the legal obligation of the shippers to ship goods complying with the terms of the contract of sale, and" (words stricken out to be deleted; words italicized are new)

Paragraph 6 to read as follows:

"6. RECOGNIZING, FINALLY, that the practice of issuing unclauséd bills of lading against letters of indemnity in commercially justified cases has increasingly led to the use of the same device in unjustifiable cases, resulting in serious frauds, an evil which causes losses *and expense* to consignees, underwriters and shipowners and which must be stamped out by all possible means, but that it is not feasible by legislation to dis-

tinguish between justifiable and unjustifiable cases," (words italicized are new)

Respectfully submitted,

HARRY L. HAEHL, JR.
WILLIAM L. HAMM
HERBERT M. LORD
HENRY J. READ
GREGORY S. RIVKINS
MICHAEL F. WHALEN
JOHN W. R. ZISGEN
JOHN C. MOORE, Chairman

Mr. Moore pointed out as reported in Document 394 some members of his Committee opposed the recommendation of the majority of the Committee that the Association recommend the resolution attached to Document 394 as Exhibit "B" for favorable action by the Comité Maritime International. After summary of the Committee's report and supplemental report, Mr. Moore moved that the Association recommend the resolution Exhibit "B" attached to Document 394, with the amendments contained in the supplemental report, for favorable action by the Comité Maritime International. The resolution as amended and as submitted to the Association on Mr. Moore's motion was as follows:

**International Maritime Committee Resolution Regarding
Bills of Lading and Letters of Indemnity**

1. THE CONFERENCE, bearing in mind that the unimpaired credit of the Bill of Lading as a document of title to goods has become essential to international commerce,

2. RECOGNIZING (1) that many types of goods are normally shipped with external appearances which give rise to dispute as to whether the goods are in apparent good order and condition, (2) that in the course of handling before shipment on ocean vessels small damages frequently occur and (3) that after completion of loading honest disputes may occur as to the number of packages and other particulars, which disputes frequently cannot be resolved without expenses and delays which would unduly burden the flow of commerce,

3. RECOGNIZING, THEREFORE, that there are many circumstances in which it is not correct to issue unclausd bills of lading,

4. RECOGNIZING, MOREOVER, that the requirement of unclausd bills of lading as a necessary credit document in connection with international sales of goods has, as a matter of commercial necessity, given rise to the artificial practice of issuing unclausd bills of lading against letters of indemnity given by shippers, without which practice international commerce would be seriously hampered unless the rigid requirement of unclausd bills of lading is relaxed.

5. RECOGNIZING, ALSO, that in accepting unclausd bills of lading in connection with credit transactions, Banks and consignees rely not merely on the description of the goods contained in such bills of lading, but, more importantly, on the legal obligation of the carriers to make good any inaccuracies in such description, and most of all on the legal obligation of the shippers to ship goods complying with the terms of the contract of sale, and

6. RECOGNIZING, FINALLY, that the practice of issuing unclausd bills of lading against letters of indemnity in commercially justified cases has increasingly led to the use of the same device in unjustifiable cases, resulting in serious frauds, an evil which causes losses and expense to consignees, underwriters and shipowners and which must be stamped out by all possible means, but that it is not feasible by legislation to distinguish between justifiable and unjustifiable cases.

7. PUTS ON RECORD the unanimous agreement of the meeting that it is necessary to change the credit requirements of international sales to deal correctly with the needs of modern commerce in such a way as to avoid the necessity of issuing letters of indemnity against unclausd bills of lading in circumstances hitherto considered commercially justifiable and thus making feasible the prevention of this practice in all circumstances;

8. RESPECTFULLY URGES the International Chamber of Commerce to add to its "Uniform Customs and Practice for Commercial Documentary Credits" a new Article 18 A to read as follows:

"ARTICLE 18 A. If the credit contains the provision, 'shipper's supplemental indemnity acceptable', shipping documents bearing reservations as to the apparent good order or condition of the goods or the packaging may be refused except in the case of Sea or Ocean bills of lading which shall be accepted if accompanied by a 'Shipper's Supplementary Indemnity' in the form attached hereto (so made out as to give indemnity against

the reservations contained in such bill of lading), duly executed by the shipper and by the carrier.”

9. SUGGESTS to the International Chamber of Commerce that, concomitant with the adoption of the proposed Article 18 A, Article 11 of its “Uniform Customs and Practice for Commercial Documentary Credits” be amended by the insertion of “shippers” before “carriers” in the next to the last line of said Article.

10. PROPOSES for the consideration of the International Chamber of Commerce the form of Shipper’s Supplemental Indemnity attached hereto,

11. RESPECTFULLY POINTS OUT to the International Chamber of Commerce that such a combination of claused bill of lading and supplemental indemnity would give security fully equal to an unclaused bill of lading and avoid the difficulties caused by the present practice,

12. INSTRUCTS the Bureau Permanent to transmit copies of these proceedings to the International Chamber of Commerce and to all other organizations which publish definitions of trade terms, to follow what is done and to keep the members of the International Maritime Committee informed of all developments.

PROPOSED FORM OF
SHIPPER’S SUPPLEMENTAL INDEMNITY

/s B/L No.

Dated at on

Letter of Credit No.

The above mentioned bill of lading contains the following reservation relating to the goods:

(quote the text of the reservation)

Notwithstanding the above-quoted reservation, the undersigned shipper considers that it is in the best interest of the buyer that the goods be delivered under the applicable contract of sale and paid for under the above letter of credit because at the time of shipment:

(strike out inapplicable words)

(a) The condition of the goods complied with the requirements of the contract of sale and the reservation is due to a difference of opinion between the carrier and the shipper.

(b) The (i) leading marks, (ii) number, (iii) quantity and (iv) weight of the goods were/was in fact as stated in the bill of lading without the reservation and the reservation is due to a difference of opinion between the carrier and the shipper.

(c) The damage giving rise to the reservation was negligible and could not be remedied without disproportionate (i) expense, (ii) delay to the goods, (iii) delay to the vessel.

Accordingly, in consideration of the acceptance of this undertaking to supplement the above-mentioned bill of lading, the shipper agrees fully to indemnify the consignee, endorsee or holder of said bill of lading in respect to all loss, damages and expenses arising or resulting from the goods being damaged, short, slack or differently marked at the time of shipment, to the extent that such damage, shortage, or slackage or difference in marks is indicated by the above-quoted reservation.

In consideration of the acceptance of this undertaking to supplement the above-mentioned bill of lading, the carrier hereby undertakes fully to indemnify the consignee, endorsee or holder of said bill of lading in respect to all loss, damages and expenses arising or resulting from the goods being damaged, short, slack or differently marked at the time of shipment to the extent that such damage, shortage, or slackage or difference in marks is indicated by the above-quoted reservation, reserving its right to a like indemnification from the shipper.

In consideration of the carrier's giving the undertaking set forth above, the shipper hereby represents to the carrier that under the terms of the above letter of credit the use of a supplemental indemnity in this form is authorized by the buyer and undertakes fully to indemnify the carrier in respect to all loss, damages and expenses arising or resulting from the giving of such undertaking.

.....
Shipper

.....
Carrier

The motion was seconded and the President called for a discussion on the motion.

Mr. Michael Whalen, a member of the Committee, spoke in opposition to the adoption of the resolution, pointing out that while all

members of the Committee considered that the practice of issuing clean bills of lading by carriers against shippers' letters of indemnity where the goods were not in apparent good order and condition created a condition which required a remedy, the minority of the Committee felt that the proposition suggested by the resolution was unworkable, impractical and an undue burden on carriers. Mr. Whalen called the attention of the Association to the ten reasons advanced by the minority against the proposal as set forth in Document 394. Mr. Leslie C. Krusen spoke in opposition to the recommendation of the Committee supporting the views expressed by Mr. Whalen. Mr. Cyril F. Powers after stating some of his experiences with the problem said that he considered the proposed resolution to be a forward step and although the proposal was not by any means perfect he considered it worthy of study. Mr. John Zisgen spoke in favor of the proposal of the Committee stating that he considered the proposal a new approach to the problem of false bills of lading and that he considered it worth trying. Mr. Michael Bernstein spoke in support of the position taken by Mr. Zisgen and in favor of the proposal. Mr. Herbert Lord, a member of the Committee, spoke in opposition to the recommendation stating he had been opposed to the recommendation from the outset. Mr. Lord gave examples of a situation where, in his opinion, under the procedure proposed by the resolution recommended by the Committee, a carrier would be held liable for damage of a type for which the carrier would ordinarily have an exemption from liability. He stated he considered the proposed procedure totally unworkable. Mr. Charles Bolster stated that the matter had been carefully reviewed by banking interests in Boston who reached the conclusion that the proposed plan was unworkable and would make the situation worse. Mr. Bolster suggested that it might be advisable to have the Committee or a new Committee study the problem further. Mr. Roscoe H. Hupper spoke against the proposal stating that in his opinion the way for carriers and shippers to keep out of trouble was to follow the provisions of the Harter Act and the Carriage of Goods by Sea Act concerning the issuance of bills of lading which should set forth the correct condition of the goods so far as this could be determined. He stated that if the bills of lading bear notations of defects there is likely to be difficulty with respect to the credit. He stated that the voluntary nature of the claused bill of lading with shipper's supplemental indemnity recommended by the Committee detracted from its effectiveness. Mr.

Hupper pointed out difficulties which he considered would arise in litigation involving the proposals recommended by the Committee. Mr. Hupper expressed the opinion that the proposal was not workable and expressed the hope that the meeting would not approve the recommendation of the majority of the Committee. Mr. Stuart B. Bradley stated that he considered the minority of the Committee had the better of the argument as to the feasibility of the majority's proposal and expressed the view that the proposal recommended by the majority was in support of a practice which he considered would be illegal. Mr. Henry N. Longley spoke in favor of the report pointing out that while it is apparent that the problem was not one of easy solution some steps should be taken to preserve the integrity of bills of lading and that while he appreciated the difficulties suggested by Mr. Whalen and Mr. Lord, he considered these were matters which could be worked out in due course. Mr. Longley stated that he supported the report of the majority. Mr. Fred Much spoke in favor of the motion stating that he considered the proposal of the majority of the Committee to be an experiment worth trying and he urged the passage of the motion. Mr. Oscar R. Houston speaking in favor of the motion said that he considered the Association should do the utmost that it could to try to solve the problem presented. He stated that while one could not be certain that there was not a better way to deal with the problem than that suggested by the majority of the Committee, he considered their proposal the best way to deal with the problem that had yet been proposed; that the procedure under such proposal would bring the facts into the light.

The President recognized Mr. John C. Moore, Chairman who spoke briefly in reply to some of the objections raised to his Committee's proposed resolution and motion pointing out that he considered the procedure set forth in the resolution would provide for an open and above-board arrangement whereby the facts would be known to all concerned in the shipment and there would be nothing concealed as often occurs when a carrier issues a clean bill of lading against a secret letter of indemnity given by the shipper. Mr. Lord spoke briefly concerning his views as a member of the Committee who dissented from the majority view.

The President inquired of Mr. Moore as to the time factor involved with respect to making our Association's position known to the Comité Maritime International. Mr. Moore stated that the

Comité had requested all the member Associations to submit proposals on the subject of clean bills of lading and marginal clauses not later than June 30th of this year and directed the Bureau Permanent to circulate promptly to all the member Associations all such proposals received and requested the member Associations to comment on all such proposals not later than December 31st of this year.

The President called for a vote by show of hands on the motion made by Mr. Moore on behalf of the majority of the Committee as set forth above and appointed the Secretary and Treasurer to count the votes. The vote was taken and the President announced, after receiving the tallies made by the Secretary and Treasurer that the motion was carried 58 votes for the motion and 43 votes against the motion. The President expressed his thanks to all who participated in the discussion. Mr. Michael Whalen stated that considering the margin by which the vote was carried, he would move, if in order, that the Association empower the Executive Committee by appropriate letter to advise the Comité when forwarding the proposal that the adoption was far from unanimous. The President ruled that no motion was needed as the Annual Report would contain a recital of the discussion and the figures of the vote are a matter of record.

Committee on Comité Maritime International

The President announced that he had been advised by Mr. Archie M. Stevenson, Chairman, that the Committee had no report to make.

Committee to Consider the Matter of Issuing an Invitation to the Comité Maritime International

Mr. Oscar R. Houston, Chairman, reported that this Committee had considered the matter and recommended that no action be taken on the subject at the present time. On motion duly made and seconded, this report was approved.

Committee on Liability of Carriers by Sea Towards Passengers

The Secretary advised that Mr. L. deGrove Potter, Chairman of the Committee, had authorized the Secretary on behalf of the Committee to state that the Committee approved the action taken by our delegation to the Madrid Conference of the Comité Maritime International in connection with the proposed International Conven-

tion dealing with Sea Carriers Liability Towards Passengers, which position is set forth at page 3932 of Document 393 being the report of the President on the Madrid Conference of the Comité. The position taken at the Madrid Conference was that our Association abstained from taking an active part in the drafting of the Convention and from voting on it, pointing out to the Comité that in accordance with prior examination of the matter by this Association's Committee as reported to the Association, it was the view of our Delegation that the proposed Convention was in such conflict with the basic American concept of the law on the subject that there would appear to be no possibility of the proposed Convention being accepted in the United States. The report, on motion duly made and seconded, was approved.

Committee on District Court Calendar Rules and Practice

The President advised that Harold M. Kennedy, Chairman, had requested him to report that the Committee had no further material or recommendations to place before the Association at this time.

Committee on Geographical Areas

The President stated that he had been informed by Mr. Joseph M. Brush, General Chairman, that there was no report at this time. The President pointed out that it was the function of this Committee to inform the Association and Executive Committee of matters occurring in any one part of the country relating to the Maritime Industry which would not fall within the jurisdiction of one of the other Association Committees.

Committee on Government Plans for Merchant Shipping

Mr. MacDonald Deming, Chairman, stated that Court commitments had prevented the preparation of his Committee's full report which would be submitted to the Secretary for inclusion in the annual report of the meeting. Mr. Deming reported that there were several matters of interest which he wished to point out to the meeting, stating that the Committee was advised of a series of operating subsidy contracts under active negotiation involving some 16 companies under which operators were being offered new 20 year contracts in exchange for which they agreed to replace their entire

merchant fleet over a 15 year period. Mr. Deming also stated that the Maritime Administration had advised of a new development in connection with mortgage insurance under a contemplated plan whereby, instead of the earlier plan of the Administration constructing ships and then selling them, the construction would be financed by private banking with Government guarantee of the credit of the mortgagor. The Committee's full report as subsequently filed with the Secretary follows:

The past year has been significant less in terms of new legislation than important progress in the development and implementing of the program of the Maritime Administration. Congressional committees have conducted extensive studies of the problems facing the American Merchant Marine and have cooperated with the Maritime Administration in supporting existing programs and investigating new methods and new technological developments.

Perhaps the most significant development during the year was the success of the Maritime Administration in negotiating agreements with existing subsidized lines for the systematic replacement of their fleets. The dilemma of carriers in the domestic trade is also approaching solution with plans well on the way for construction of new vessels designed to minimize costs of loading and discharge. These developments together with the healthy state of world shipping have resulted in satisfactory progress toward the goal of maintaining an active, modern American Merchant Marine to meet commercial and military requirements.

I. Vessel Construction.

The Maritime Administration has continued its efforts to solve the problem of block obsolescence of the American Merchant Marine. During the past year the Administration program has begun to show substantial progress.

At the end of May, 1956 the Maritime Administrator estimated that construction may begin this year in American yards on 30 new dry-cargo ships and declared that 15 new tankers are or will be on the ways by the end of the year. These totals include replacements for ships now in the fleets of subsidized operators, construction of new roll-on roll-off types for the domestic trade, and tanker construction both for several major oil companies and large tanker interests. Still, according to the Administrator, 20 of the 37 ways now available for building large vessels in American yards remain vacant.

A major portion of the new buildings of dry-cargo ships represents the first result of an intensive Administration effort to conclude plans for the replacement of the fleets of existing subsidized operators. In addition to these ships, applicants for subsidy and the existing subsidized lines have either proposed or reached agreement for replacement of war-built fleets which would involve construction over the next 20 years of ships costing more than one billion dollars. At the same time, the Administration continued to dispose of the Government-owned fleet of modern Mariner types and at the end of May, 1956 only 12 Mariners remained to be sold out of the total of 35 constructed. Many of the Mariners are undergoing important modification in American yards to adapt them to the needs of private operators and this activity is aided by Government awards of construction differential subsidy.

The Federal Maritime Board has adopted a statement of policy requiring all new subsidized vessels to have a speed of at least 18 knots, but some private operators have opposed this goal in the course of their negotiations for vessel replacement.

Although bids have twice been invited for construction of 15 tankers to be let on long-term charter to the Navy, under the legislation referred to in our last year's report, construction has not yet begun and the Maritime Administrator has pointedly omitted any reference to this program in his recent appearances before Congress.

Similarly, while the Maritime Administration has continued to press for appropriations to finance the construction of the prototype ships announced last year, the requests are still pending before Congress. Proposals have been received to build an experimental nuclear propulsion plant for an atomic-powered ship and legislation has passed the House of Representatives authorizing such a ship, but has not yet been reported out of committee in the Senate. The Maritime Administration is also supporting H. R. 11027 and H. R. 11029 conferring explicit authority to charter experimental ships for trial operation and to authorize other planning and research in vessel and terminal design.

The Maritime Administration has also attempted to encourage private financing of new ship construction under existing legislation providing for Government guarantees of private ship mortgages. Although the Comptroller General has interpreted existing legislation to permit 100% guarantees of 87½% of the cost of special-purpose ships, lending institutions have questioned this interpretation and Senate 3857, which has now been favorably reported to the Senate,

would reaffirm the Government's obligation. Ship mortgage insurance is of major importance to operators in the domestic trades who are not eligible for construction or operating subsidy, and tentative applications have been received for guarantees of a number of the new roll-on roll-off type vessels, while one application for a vessel to be used in the Puerto Rican Trade has been approved. Another attempt to encourage construction by unsubsidized operators is contained in S. 3909, recently introduced, which would amend Section 511 of the Merchant Marine Act, 1936 to permit unsubsidized operators to deposit earnings, tax-free, in construction reserve funds. Under present law, unsubsidized operators can only deposit the proceeds of sale requisition or casualty insurance in such funds.

II. Domestic Trade.

In December, 1955 the Maritime Administration released its first survey of coastwise shipping since 1939. The report reviews the unfavorable economic conditions in the domestic dry-cargo trades and the constantly decreasing number of break-bulk carriers. The Government survey concludes by agreeing with most private operators that the solution lies in new types of cargo handling, principally the employment of roll-on roll-off or lift-on lift-off vessels.

At the end of May, 1956 the Maritime Administration had before it proposals to build 19 new roll-on roll-off ships for use in domestic trades with other companies expressing interest in still more construction.

A series of bills (H. R. 8886, 8996, 9008, 9030, 9096 and 8894) is also scheduled for hearing before the House Merchant Marine Committee to encourage construction of Great Lakes cargo vessels by authorizing the trade-in of obsolete ships for credit on new construction. H. R. 11122 and S. 3877 are also pending to allow charter of 20 T-2 tankers from the laid-up fleet to an operator who will fit them with cargo decks to accommodate containers and employ the vessels in the domestic trade.

The recommendations of the President's Advisory Committee on National Transportation Policy received during the year have been actively opposed by domestic steamship operators who claim that competition from land carriers has been a factor in making the domestic trades unprofitable, and interpret the report as leaving land carriers free to fix rates at an uneconomic level in order to eliminate competition by coastal shipping.

III. Foreign Trade.

A major battle developed during the year between agricultural and maritime interests in the Congress, this battle centering on a proposal to amend existing "50-50" legislation. Present law requires at least 50% of Government-financed cargoes to move on American-flag vessels, and the proposed amendment would have removed this restriction on commodities moving abroad under the surplus agricultural commodities program. After extensive hearings before both the House and Senate committees the proponents of the 50-50 were successful and the provision continues as law.

Rising rates in trades throughout the world brought forth 12 applications in April and May 1956 to break out ships from the Government's reserve fleet. At the end of May the Maritime Administrator reported that requests for charter of 116 Government-owned ships were pending, including 30 ships for the International Cooperation Administration, 35 ships for the Military Sea Transportation Service, 30 ships for private operation in the French coal trade and other vessels for use in berth services and tramp trade. As of June 1, 1956 the Board had already approved charter of 7 vessels to carry iron ore to Japan, and favorable reports had been submitted by Maritime Board examiners on applications to charter 3 ships for intercoastal trading and 5 for foreign trade from the Gulf.

H. J. Res. 613, H. R. 10987 and H. R. 10899 would allow the use of the Maritime Administration's vessel operations revolving fund to pay for break-out expenses of ships to be chartered from the reserve fleet. The Maritime Administration now has no funds available for "reactivation", and several of the applications for charter now pending are conditional upon the Government placing laid-up ships in operating condition.

The Board decided several important dual-rate cases during the year. In Docket 730 the Japan/Atlantic & Gulf Freight Conference proposed to establish a difference of $9\frac{1}{2}\%$ between the rates charged to shippers under contract and non-contract shippers. The Board approved the differential and the case is now pending on appeal before the Court of Appeals for the District of Columbia, which for the first time may decide whether a dual-rate system is illegal per se, apart from the reasonableness of the particular rates employed. The Board has made a similar rule with regard to the North Atlantic Continental Freight Conference.

However, the Board refused to approve the proposed dual-rate system of the Transpacific Freight Conference of Japan and the case is now before the Board on petition for rehearing.

On February 9, 1956 the Maritime Administration determined that the route between Great Lakes and St. Lawrence River ports of the United States and Western Europe is an essential trade route and designated it as Trade Route No. 32. This determination opened the way for American operators to apply for operating differential subsidy for service on the route, and on May 31, 1956 the Maritime Board ordered a hearing on the application of Isbrandtsen Co. for subsidy on 2 Great Lakes-United Kingdom/Continent services.

IV. Related Activities.

Public Law 209, 84th Congress, signed August 3, 1955, extended for five years existing authority to provide insurance for private merchant vessels in the event of war. S. 1833 provides for establishment of a single standard of evaluation for vessel war risk insurance and for vessel requisition purposes. A similar bill is pending in committee in the House. During the year Congress passed legislation placing the United States Merchant Marine Academy at Kings Point, New York on a permanent basis.

Both the Commission on Organization of the Executive Branch of the Government (Hoover Commission) and the General Accounting Office released detailed studies of the operation of the Military Sea Transportation Service. In April 1956 the Maritime Administration published a comprehensive review of Direct and Indirect Types of Maritime Subsidies with special reference to cargo preference aid; the occasion for the report was the dispute over 50-50 legislation, which the report found justified.

Congressional committees, particularly the House Committee on Merchant Marine, held a number of hearings on labor management relations, award of subsidy to more than one operator on the same trade route ("double-tracking"), the role of freight forwarders in foreign commerce, the operation of the Panama Canal Company, and other maritime subjects. The General Accounting Office produced reports of its investigation into the economics of double tracking and the practices of freight forwarders. Legislation proposed or adopted as a result of these hearings has been reported above. The Hoover Commission recommendations resulted in passage of Public Law 538 which corrects an anomalous situation by allowing privately-owned vehicles of Government personnel to be carried on private ships.

V. Recommendation.

It is recommended that the Committee on Government Plans for Merchant Shipping be continued and that the membership of the Committee should again include one or more members of the Asso-

ciation who reside in Washington, D. C. as such members are exceptionally well-located to keep in close touch with the Maritime Administration and the Congressional committees concerned.

COMMITTEE ON GOVERNMENT PLANS
FOR MERCHANT SHIPPING

MACDONALD DEMING of New York, Chairman
COMDR. FREDERICK K. ARZT of New York
GILBERT S. FLEISCHER of New York
JOHN R. MAHONEY of New York
P. J. R. McENTEGART of New York
ADRIAN J. O'KANE of New York
JOHN M. ROCHFORD of New York
WILSON J. SWEENEY of New York
ANTHONY N. ZOCK of New York

Members in Other Ports:

Baltimore CARLYLE BARTON, JR.
Beaumont GEORGE E. DUNCAN
Boston CHARLES W. BARTLETT
Chicago DONALD L. VETTER
Cleveland LUCIEN Y. RAY
Detroit PERCY J. POWER
Houston E. D. VICKERY
Jacksonville HAROLD B. WAHL
Los Angeles L. K. VERMILLE
Miami ROBERT L. CASEY
Mobile T. MASSEY BEDSOLE
New Orleans GEORGE DENEGRE
Norfolk R. ARTHUR JETT
Philadelphia GEORGE E. BEECHWOOD
Portland, Me. BENJAMIN THOMPSON
Washington, D. C. GEORGE F. GALLAND

**Committee on Jurisdiction and Venue
in Suits against United States**

The President announced that Mr. Robert E. Kline, Jr., Chairman, had advised that the Committee did not have a report to submit at the present time, but was studying the matter closely and expected to have a report containing recommendations which would be submitted at the next business meeting of the Association.

Committee on Law Schools and Publications

Mr. Nicholas J. Healy, 3rd, Chairman, summarized the following report:

At the annual meeting held in May, 1955, the Association approved the recommendation of this Committee that admiralty instructors in the recognized law schools and other educational institutions (except those who are also engaged in the practice of law) be invited to become associate members.

Since then the following have accepted invitations and have been elected to associate membership by the Executive Committee:

Professor Herbert R. Baer,
University of North Carolina School of Law

Professor William W. Bishop, Jr.,
University of Michigan Law School

Professor Robert C. Bensing,
Western Reserve University School of Law

Professor George K. Gardner
Harvard Law School

Professor Grant Gilmore,
Yale University Law School

Dean Roger Howell,
University of Maryland Law School

Commander Lawrence Jarett,
United States Merchant Marine Academy

Professor Wayne L. Townsend,
Washington University School of Law

Professor Edwin D. Dickinson,
University of Pennsylvania Law School

Vice-Admiral O. S. Colclough,
George Washington University

Professor Charles L. Black, Jr.,
Columbia Law School

Mr. Arnold W. Knauth, a member of this Committee, has inquired into the question of the publication of selected law review articles on maritime subjects, as suggested by the Committee at the 1955 annual meeting. Mr. Knauth estimates that a volume con-

taining 1,000 pages could be published, by use of the photo-offset method, at a total cost of about \$3,500. If such a volume were priced at \$7.50, it could be expected that an edition of 500 copies would be sold within five years. This would pay the cost, plus a fair overhead for secretarial and sales aid, storage, mailing and distribution. Once the photo-offset plates were made, further reprints could be published more cheaply at a future date, if another edition should be desired. Mr. Knauth suggests that the American Maritime Cases office could handle the distribution of the volume.

The consents of the various law reviews to the reprinting of the articles could probably be obtained by the Association with little difficulty, particularly since the photo-offset method would preserve the type style and name of each review.

This Committee is in favor of the publication and distribution of such a volume in the method suggested by Mr. Knauth and recommends it to the consideration of the Executive Committee, who might wish to circularize the membership for advance orders before underwriting the publication.

Mr. Knauth has already prepared a tentative list of articles which he and the other members of this Committee feel would be suitable for publication. Other members of the Committee have suggested various additions.

If, after consideration, the Executive Committee should decide on the publication of such a volume under the auspices of the Association, this Committee would welcome suggestions from the membership of the Association with respect to articles considered worthy of publication.

The Committee calls the attention of the membership to the publication, during 1955 of a new (eighth) edition of Lowndes & Rudolf *General Average and the York-Antwerp Rules* and a new (sixteenth) edition of Scrutton, *Charter Parties and Bills of Lading*.

Recent law review articles and notes include the following :

Norris, Marine Salvage for Fallen Aircraft, 30 N. Y. U. L. Rev. 1208 (1955) ;

A note on the *Wilburn Boat* case (*Wilburn Boat Co. v. Fireman's Fund Ins. Co.*, 348 U. S. 310, 1955 A. M. C. 467), 35 B. U. L. Rev. 435 (1955) ;

A note on recent Supreme Court admiralty decisions, 68 Harv. L. Rev. 96 (1954) ;

A note on Federal Maritime Board Procedure and the Legality of Dual Rate Contracts, 64 Yale L. J. 569 (1954) ;

A note on the Application of the Jones Act to Foreign Seamen, 53 Mich. L. Rev. 100 (1954) ;

Healy, Admiralty & Shipping, 31 N. Y. U. L. Rev. 565. (Part of the 1955 Annual Survey of American Law.)

Respectfully submitted,

JOHN T. CASEY,
ROBERT J. HALLISEY,
LLOYD M. TWEEDT,
ARNOLD W. KNAUTH,
LESTER S. PARSONS,
THOMAS K. ROCHE,
JOHN HENRY SKEEN, JR.,
NICHOLAS J. HEALY, 3rd.
Chairman.

Frederick K. Artz raised a point as to whether it was appropriate to elect as an Associate Member a law instructor at the Kings Point Merchant Marine Academy stating it was his understanding the resolution adopted at the May 1955 meeting was to extend invitations to professors and instructors of Admiralty law in recognized full time law schools to become Associate Members.

The Secretary pointed out that the report of the 1955 Annual Meeting, Document 390, Page 3920 showed that the report of this Committee as approved at the May 1955 Annual Meeting had recommended it be authorized to invite all Admiralty instructors on the faculties of recognized American law schools and other educational institutions such as Kings Point Merchant Marine Academy and who are not also engaged in the practice of the law to apply for Associate Membership in the Association. On motion duly made and seconded, the report was approved.

Committee to Consider the Proposal for a New International Convention Relating to the Limitation of the Liability of Shipowners

Copies of this Committee's report together with copies of the minority report were distributed to members attending the meeting.

Mr. Walter E. Maloney, Chairman, stated that this was the second year of the existence of the Committee having previously

operated under the able leadership of Mr. Roscoe H. Hupper. Mr. Maloney stated that the Committee was continued in existence to consider three matters. First, to recommend the position of the Association with respect to the Draft Convention adopted in Madrid in September 1955. Secondly, to consider and comment on the action taken by the Association's delegation at Madrid. Thirdly, to comment on what effect, if any, the Draft Convention might have on insurance rates. Mr. Maloney summarized the report of the Committee on these points stating that two members of the Committee, Mr. Henry C. Blackiston and Mr. William G. Symmers had dissented and had submitted a minority report. In the absence of Mr. Blackiston and Mr. Symmers, Mr. Maloney summarized the minority report. The following is a complete text of the majority report and the minority report:

Report to the Association

Your Committee, consisting of the members named at the foot of this report, hereby submits its report and recommends that our Association not support the Proposed International Convention approved at the Plenary Conference of the International Maritime Committee held at Madrid, September 18-24, 1955.

At its annual meeting on May 6, 1955, the Association received and approved the report and recommendations of this Committee adverse to the Association supporting a Draft Convention at the Plenary Conference of the International Maritime Committee. At the Madrid Conference, the Proposed Convention, somewhat revised, was approved with the Delegation representing our Association casting the sole negative vote, while seven Delegations abstained from voting. In view of developments which occurred during the Madrid Conference, your Committee has been continued for the purpose of examining the text of the Proposed International Convention and also reviewing the position taken in the matter by the Delegation representing this Association at the Madrid Conference. Your Committee was requested to submit its further report, comments and recommendations at the annual meeting of the Association to be held on May 18, 1956.

A review of the text of the Proposed International Convention, even though it differs in some respects from the text considered one year ago, discloses no reason for this Association to amend the action taken at its annual meeting on May 6, 1955. In its report last year your Committee enunciated the following policy:

"11. Our Association is bound to deal with this matter against the background of our own national law, which fairly

implies and requires that no action be taken to support an International Convention unless that action could be earnestly and promptly matched with a supporting recommendation by our Association to our U. S. Congress. Necessary or desirable amendments to our limitation law should be secured (or fairly assured) by direct approach to our Congress in the first instance instead of by way of an International Convention—thereby becoming subjected to possible complications or compromises which might impair their intent and purpose.”

Your Committee could not recommend in 1955, nor could it support now, any proposal to Congress that our limitation law be amended to conform to the Proposed International Convention. Your Committee is of the opinion that the Association should not support the Proposed International Convention Relating to the Limitation of the Liability of Owners of Seagoing Ships.

The Delegation representing this Association at the Plenary Conference at Madrid voted against the Proposed Convention in accordance with the action taken by the Association at its annual meeting and on the further ground that the Madrid Conference had rejected certain suggestions put forward by the Association's Delegation, which suggestions if adopted would have brought the Proposed Convention substantially in line with the limitation laws of the United States. In casting its negative vote the Association's Delegation expressed the hope that its suggestions would be further considered by the other Delegations and by their National Governments in an effort to find an acceptable solution to the existing differences of view.

Your Committee is of the opinion that the Delegation representing The Maritime Law Association of the United States at the Plenary Conference in Madrid in September 1955 acted properly and in the best interests of this Association.

Your Committee was asked to comment specifically on what effect, if any, the Proposed Convention can be expected to have on insurance rates. Your Committee is advised by those versed in marine insurance that the higher limits proposed by the Convention, if adopted, may be reflected at the outset in an increase in the marine P&I premiums, since the limits in some shipowners' policies may have to be increased, thereby exposing underwriters to greater potential liabilities. However, the ultimate effect will not be known until it has been established whether the larger limits adversely affect shipowners' loss experience.

Your Committee is pleased to have had this opportunity to serve the Association. The Chairman expresses his appreciation to the members of his Committee for their prompt and helpful cooperation.

Respectfully submitted,

Dated: May 18, 1956.

WALTER E. MALONEY,
Chairman.

Members of the Committee:

- C. Stewart Anderson of New York
- * Henry C. Blackiston of New York
- Charles S. Bolster of Boston
- Clifford G. Cornwell of New York
- John W. Crandall of New York
- James M. Estabrook of New York
- Sparkman D. Foster of Detroit
- Joseph J. Geary of San Francisco
- Nicholas J. Healy, III of New York
- Joseph W. Henderson of Philadelphia
- Lyman Henry of San Francisco
- George Inselman of New York
- T. K. Jackson, Jr. of Mobile
- Alfred P. Jobson of New York
- Harold M. Kennedy of New York
- Arnold W. Knauth of New York
- Arthur O. Louis of New York
- Thomas F. McGovern of Washington
- Russell A. Mackey of San Francisco
- Russell T. Mount of New York
- Louis W. Niggeman of San Francisco
- James L. Pimper of Washington
- L. DeGrove Potter of New York
- Warner Pyne of New York
- Joseph M. Rault of New Orleans
- Archie M. Stevenson of New York
- Lane Summers of Seattle
- * William G. Symmers of New York
- Claude E. Wakefield of Seattle
- Robert W. Williams of Baltimore
- Stanley R. Wright of New York
- Erskine B. Wood of Portland

* See attached dissenting report

Minority Report

We dissent from the Report of the Committee to be submitted to the Association at its annual meeting in May, 1956 not because it fails to recommend approval of the International Convention proposed by the International Maritime Committee at Madrid in September, 1955, but because we are of the view that the proposed Convention warrants further study, detailed analysis and constructive comment by the Association.

We did not subscribe fully to the report of the predecessor Committee of the Association which was approved at the annual meeting in May, 1955, and our reasons were set forth in Mr. Blackiston's letter which is printed at page 3913 of Association Document No. 390, which contains the proceedings of the 1955 Annual Meeting. Our principal objection to that report was that it seemed to us prematurely to adopt a negative attitude toward the preliminary draft Convention (submitted by the British Maritime Law Association to other member associations of the I. M. C. for consideration and comment).

The Maritime Law Association of the United States was organized in 1899, three years after the founding of the International Maritime Committee, as the American component of the International Maritime Committee. One of the basic objectives of our Association, as stated in the Articles of Association, is "to act with foreign and other associations in efforts to bring about a greater harmony in the Shipping Laws, regulations and practices of different nations." When we reject a proposal put forth in draft form by fellow members of the International Maritime Committee, it seems to us that we owe an obligation of constructive suggestion that should go further than we have to date. It would be helpful, in our opinion, to have a recommendation from this Committee on the question whether the benefits of limitation of liability should be extended to time charterers, for example, and with respect to the proposal in the draft Convention that all claims be marshalled in one jurisdiction, which may be foreign to all of the parties, but which would avoid the multiplicity of international actions now possible (see *The Titanic*, 233 U. S. 718; *The Crathie* (1897) VIII Asp. N. S. 256).

With regard to the effect on insurance rates of a uniform fixed amount per ton to measure shipowners' limitation of liability, we would have been interested in having a meeting to discuss this point and in knowing whether any actuarial studies exist which would reflect a definite indication that increased insurance rates

would be called for. No report submitted to the Association to date appears to have gone into this phase, except on the basis of informal opinions of individual members of the Committee. We are not aware, for example, whether the 1936 amendments to our statute, which fixed minimum limits in respect of death and injury claims, and denied limitation altogether in cases of privity or knowledge of a master, had any effect on P & I rates.

At the Madrid Conference the representatives of British Hull Underwriters and of some of the leading British mutual P & I associations seemed generally convinced that neither Hull nor P & I rates would be affected by the proposed limits set forth in the draft Convention. One reason given was that whether the limits are higher or lower, the loss ratio would balance out in the long run because recoveries by one interest against another would be greater or less, as the case might be, and will offset one another.

Whatever the measure of limitation, if it is fixed at a sum certain per ton, for insurance purposes it would seem a more satisfactory system than our present unpredictable limitation measured by the value of the vessel and pending freights after the collision or casualty. Such value may be inequitably high or woefully inadequate, depending on current market values at the time the liability arises, and depending on whether the vessel is lost or not lost, i.e., on pure chance.

While we were members of the U. S. Delegation at Madrid, we did not indicate our views there because we were voting as a unit, and it seemed more appropriate to support the chairman of our delegation, Mr. Haight, and the majority of our delegation who agreed with him, as to the action there taken by the U. S. Delegation.

While we do not recommend adoption of the Convention as submitted at Madrid, and to that extent concurred in the position of our Delegation there, we do recommend that formal and final action by this Association on the Madrid Draft, which is still subject to amendment before action thereon by a Diplomatic Conference, should be deferred for further study by the Committee and by other members of the Association who may be interested.

Respectfully submitted,

HENRY C. BLACKISTON
WILLIAM G. SYMMERS.

On motion duly made and seconded the majority report of the Committee was approved with two negative votes.

Committee on Merchant Seamen

Mr. James B. Magnor, Chairman, reported as follows:

At a meeting of the Committee held on April 30, 1956 ten topics were advanced by various members for consideration by the Committee. These were:

One, reappraisal of the position of American seamen as "wards of Admiralty."

Two, the impact of the Boudoin Decision.

Three, the recommendations of the Hoover Commission for abolition of medical care to American seamen at Public Health Service Hospitals.

Four, Workmen's compensation for seamen.

Five, re-examination of "course of employment" in maintenance cases.

Six, establishment of physical standards for American seamen under the control of the Coast Guard or Public Health Service.

Seven, problems in connection with transfer of American-flag vessels to foreign flags insofar as they affect American seamen.

Eight, study of the Coast Guard regulation with respect to examination of log books and shipping articles.

Nine, elimination of the right of American ship owners to limit liability.

Ten, availability of the courts and laws of the United States to foreign merchant seamen.

Mr. Magnor stated that because of the controversial nature of the topics, it was readily apparent that no report could be prepared in time for consideration by the Association. He further stated that he considered that some of the topics indicated conflict with the jurisdiction of other Committees of the Association and suggested that if the Committee was continued the incoming President should decide just which of the topics suggested should be considered by the Committee. On motion duly made and seconded the report was approved.

Committee to Oppose Jury Trials in Admiralty

Mr. J. Ward O'Neill, Chairman, reported that Bill 1813 providing for the right of trial by jury in Admiralty introduced in the Senate on May 1, 1953 is still pending and no action had been taken on the bill.

Discussion and Resolution With Respect to Proposed Legislation to Amend the Longshoremen's and Harbor Workers' Compensation Act

Mr. O'Neill after reporting as above stated that in connection with his chairmanship of the Committee to Oppose Jury Trials in Admiralty it was called to his attention during the morning that a Bill was pending in Congress to amend the Longshoremen's and Harbor Workers' Compensation Act which amendment would in effect nullify the vessel owner's right to indemnity from a stevedore under the decision of the Supreme Court of the United States in *Ryan Stevedoring Co., Inc. v. Pan-Atlantic Steamship Corporation* decided January 9, 1956. Mr. O'Neill pointed out that there were other Bills pending to amend that Compensation Act, which Bills would come up for consideration before the appropriate Committee of the House of Representatives on May 23rd 1956 and he considered it important to call these Bills to the attention of the Association and that if appropriate he would move that the Association go on record in opposition to the proposed amendment or amendments insofar as they would nullify the effect of the *Ryan* decision.

The President ruled that while the Committee's report would be restricted to the matters which Mr. O'Neill had reported for and on behalf of the Committee, he considered it was appropriate for Mr. O'Neill, as a member of the Association to bring up any motion which he in his individual capacity considered appropriate. Mr. O'Neill then moved that the Association go on record as opposing any amendment to the Longshoremen's and Harbor Workers' Compensation Act which would in effect nullify the *Ryan* decision and excuse the stevedore from his own negligence. The motion was seconded. Mr. John M. Aherne stated as a matter of information that he had just learned of other Bills presented in the House which would amend Section 33 of the Longshoremen's and Harbor Workers' Compensation Act to remove from the vessel owner's liabilities the warranty of seaworthiness of the vessel as to a third party claim

by a longshoreman and would remove the comparative negligence rule from third party longshoremen suits against a vessel owner. Mr. Aherne stated that he considered all the proposed amendments should be considered further before the Association goes on record with respect to amendments to the Act. Mr. John C. Phillips stated that the problem involving the *Ryan* decision was a serious one and that he suggested that the Association defer action until it is provided with a thorough study of the problem by a Committee to consider the matter or that the matter be referred to the Executive Committee for action in behalf of the Association after it had the opportunity to consider the full consequences of the legislation. Mr. Louis R. Harolds stated that he expressed no opinion concerning the particular motion but suggested that he considered it a dangerous precedent for the Association to take a position on legislation which had not been thoroughly considered by it and he moved to table the motion until it could be properly considered in the usual way by a Committee.

The President stated that he understood from Mr. O'Neill that there was a time element involved where if any action is desired to be taken by the Association this would require a statement of the position of the Association at a Congressional hearing to be held the following week. The President pointed out that under the By-Laws it would take unanimous approval by the Executive Committee to authorize anyone to speak for the Association before Congress but that if the Association by a majority vote took a position in the matter that position could be stated to the Congressional Committee. Mr. Harolds' motion to table was seconded. The President ruled that the motion to table would be voted on before the original motion made by Mr. O'Neill and requested Mr. O'Neill to restate his motion. Mr. O'Neill restated his motion that the Association go on record as opposing any amendment to the Longshoremen's and Harbor Workers' Compensation Act which would in effect nullify the *Ryan* decision by making the liability of the stevedore exclusive under that Act. Mr. Stuart B. Bradley inquired as to whether the text of the legislation was available. Mr. O'Neill replied that he did not have the exact wording of the proposed amendment but from having studied a prior similar proposed amendment and having discussed it with others, he was confident that the effect thereof would be to deprive a vessel owner of its right to indemnity from a stevedore as

provided by the *Ryan* decision. Mr. John C. Prizer stated that with due regard to urgency he did not believe the members could vote to commit the Association to a position toward proposed legislation, the wording of which was not known. He suggested that the matter be referred to the Executive Committee. Mr. Louis R. Harolds stated that he concurred in Mr. Prizer's views; that while his own views would probably be in favor of Mr. O'Neill's motion he hesitated to vote for or against legislation, the exact text of which he did not know. Mr. Harolds suggested the matter be referred to some Committee, preferably the Executive Committee for immediate investigation. Thomas E. Byrne, Jr. stated that in view of the fact that the proposed legislation would be considered by the House Committee the following week he considered the members of the Association should vote as to whether or not they were in favor of the proposed amendment which would nullify the *Ryan* decision.

The President ruled that a vote would be taken on the motion to table which had been seconded pointing out provisions of the By-Laws with respect to the power of the incoming President and Executive Committee to act in the matter in the event the motion to table was passed. The President asked for a vote by show of hands on the motion to table and the motion to table was defeated 64 votes opposed to the motion to table and 17 votes being cast in favor thereof. Mr. Sam Levinson stated that it appeared that the objection to Mr. O'Neill's motion was that the members were voting on proposed legislation, the exact wording of which was not known to the members and Mr. Levinson asked whether Mr. O'Neill would accept an amendment to his motion which would indicate the position of the organization in principle insofar as the proposed amendment would affect vessel owners' right to indemnify from a stevedore under the Supreme Court decision in the *Ryan* case. Mr. Arnold W. Knauth seconded the suggestion of Mr. Levinson that a vote be taken on the question of principle involved even though the precise words of the Bill were unknown. Mr. O'Neill accepted the proposed amendment stating the only point he wished to make is that the shipowner be in the same position as he now is under the decision in the *Ryan* case. Accordingly, the motion as made by Mr. O'Neill and seconded was recorded in the following form:

"RESOLVED that this Association go on record in opposing any amendment to the Longshoremen's and Harbor Workers'

Compensation Act (33 U. S. C. 901-950) insofar as any such amendment would affect a vessel owner's right to indemnity from a stevedore under the decision of the Supreme Court of the United States in *Ryan Stevedoring Co., Inc. v. Pan-Atlantic Steamship Corporation* decided January 9, 1956."

The President asked for a vote on the motion by a show of hands and the motion to adopt the resolution above set forth was carried with 72 votes recorded in favor of the motion and one vote recorded against the motion.

**Committee to Consider the Decisions of the Courts
of the Second Circuit Regarding Jurisdiction
and Forum**

Mr. Nicholas J. Healy, 3rd, Chairman, read his Committee's report as follows:

The Committee to Consider Court Decisions regarding Jurisdiction and Forum respectfully submits the following report:

This Committee was appointed about two months ago. However, due to trial and other pressing commitments of several of its members, it has proved impossible to hold more than one meeting, which only four members were able to attend, and no definite decision could be reached. It is therefore recommended that the Committee be continued, subject to the approval of the new President, in order to give the problem fuller consideration and submit its report at the earliest possible date.

Respectfully submitted,

NORMAN M. BARRON
HENRY C. BLACKISTON
JOHN F. GERITY
HENRY N. LONGLEY
GORDON W. PAULSEN
GEORGE W. WARBURTON
NICHOLAS J. HEALY, 3RD, Chairman

On motion duly made and seconded, the report was approved.

Committee on Ship Mortgage Act

Mr. John C. Prizer, Chairman, summarized his Committee's report. The report follows:

Your Committee for Enforcement of Foreign Mortgages in its report to the 1955 Annual Meeting of the Association mentioned a bill designated as H. R. 5109 introduced into the House of Representatives by Congressman Hale Boggs of Louisiana proposing substantial amendments to the Ship Mortgage Act of 1920. That bill was an apparent substitution for an earlier bill covering much of the same subject matter likewise introduced by Congressman Boggs, designated H. R. 1771. Your Committee recommended that those bills be referred to a Committee of our Association for scrutiny.

Subsequently your President enlarged the scope of the reappointed Committee for Enforcement of Foreign Mortgages and expressly asked that it give consideration to H. R. 1771.

The bill was circularized among the members of your Committee who later met and discussed its provisions. The Committee was unanimously of opinion that several provisions of the bill were objectionable. We had ascertained, however, that the bill has not been scheduled for a hearing and that no hearing was likely to be had upon it during the present Congress. Furthermore, a letter had been submitted by the Treasury Department expressing dissatisfaction with some of the provisions of the bill. Consequently since the bill will in all probability die with the present Congress your Committee decided that no present action upon the bill was called for. As a precaution, however, your Committee wrote a letter to Congressman Herbert C. Bonner, Chairman of the House Committee on Merchant Marine and Fisheries, requesting that we be notified in the event that any hearings should be held upon the bill. Congressman Bonner has replied acknowledging receipt of our letter and stating that he has instructed the Clerk of the Committee to notify us in the event hearings are held. We believe that we are in position to obtain full information regarding the origin and objectives of the bill but believe it preferable to await the termination of the present Congress before making further inquiries.

Your Committee recommends that a Committee of this Association on the Ship Mortgage Act be maintained to consider and make recommendations with respect to any successor bill to H. R. 5109 or any other bill proposing to amend the Ship Mortgage Act, which may be introduced into the next Congress.

Your Committee is glad to call attention to the decision of Judge Guthrie F. Crow in the United States District Court for the District of the Canal Zone in the *Aruba-Sabrina* case, reported in 1955 AMC at page 1143, in which exceptions were overruled and the jurisdiction maintained with respect to the mortgage of a Swiss Bank on a Panamanian vessel even though the mortgage was executed and recorded prior to the amendment of June 29, 1954. Your Committee has been informed that the case will probably be disposed of without taking an appeal from Judge Crow's decision upon the mortgage question.

Respectfully submitted,

COMMITTEE ON SHIP MORTGAGE ACT
 JOSEPH CARDILLO, JR.
 DONALD D. GEARY
 OSCAR R. HOUSTON
 EDWARD H. MAHLA
 RUSSELL T. MOUNT
 J. NEWTON NASH
 BURTON H. WHITE
 JOHN C. PRIZER
 BENJAMIN W. YANCEY, *Chairman*

Mr. Thomas F. McGovern pointed out that it had been represented to Congress by our Association that if the United States passed an act permitting the enforcement of foreign mortgages here the United Kingdom would pass a similar act and Mr. McGovern inquired of the Chairman as to whether there was any indication that the British Parliament would pass a similar act. Mr. Prizer stated that Mr. Cyril Miller of the British Maritime Law Association had indicated that Britain was ready to pass such an act and that he, Mr. Prizer, had from time to time called the attention of the British Maritime Law Association to the fact that they had indicated the United Kingdom would pass such an act and he was hopeful that this would be done. On motion duly made and seconded, the report was approved.

Committee to Consider the Proposal for a New International Convention Relating to Stowaways

Mr. Walter A. Darby, Jr., Chairman, read his Committee's report. The report follows:

This Committee was appointed to examine the text of the Proposed International Convention Relating to Stowaways as voted at

the Plenary Conference of the Comité Maritime International held at Madrid September 18-24, 1955, and printed in Document No. 393, dated March 23, 1956, and it was further requested that this Committee review the action taken by the United States Delegation in advising the Conference that the Proposed Convention on Stowaways would be submitted to the Maritime Law Association of the United States with the favorable recommendation of the United States Delegation.

Your Committee has individually reviewed the Proposed Convention on Stowaways and the action of the United States Delegation, and it is the recommendation of your Committee that the Convention relating to stowaways be approved in its text, as voted at the Plenary Conference of the Comité Maritime International held at Madrid in September, 1955, and that the action of the United States Delegation be also approved.

Respectfully submitted,

WALTER A. DARBY, JR., *Chairman*
 HENRY C. BLACKISTON,
 FRANCIS T. GREENE,
 T. K. JACKSON, JR.,
 ARTHUR O. LOUIS,
 JOHN J. McDONNELL,
 JOSEPH M. RAULT, JR.,
 ERSKINE WOOD.

On motion duly made and seconded, the report and recommendation were approved.

Committee to Consider the Decisions of the United States Supreme Court in the Cushing & Wilburn Boat Company cases

Mr. Leonard J. Matteson, Chairman, summarized his Committee's report. The report follows:

The decisions of the Supreme Court which this Committee has been asked to consider are *Maryland Casualty Company, et al. v. Cushing, et al.*, decided April 12, 1954, 347 U. S. 409, 1954 A. M. C. 837; and *Wilburn Boat Company, et al. v. Fireman's Fund Insurance Company*, decided February 28, 1955, 348 U. S. 310, 1955 A. M. C. 467.

The *Cushing* case involved the applicability of the Louisiana Direct Action Statute, Louisiana Insurance Code 655, authorizing direct

suit by tort claimants against a legal liability insurer, to the underwriter on a policy of marine P & I insurance, and the alleged interference of the operation of that Statute with the essential purposes expressed in the Acts of Congress relating to limitation of liability of vessel owners, 46 U. S. Code, Secs. 183-186.

The *Wilburn* case involved the possible applicability of the provisions of the insurance laws of the State of Texas, limiting the effect of policy warranties, to a policy of marine insurance written on a small houseboat located on Lake Texoma, an artificial inland lake between Texas and Oklahoma.

In neither case did the decision of the Supreme Court make a final disposition of the litigation. Each case was remanded to the District Court for further proceedings, and each case is still there pending without definitive result. It is consequently at this time difficult to appraise the ultimate practical effects of the Supreme Court decisions, although both decisions have raised serious problems relating to the writing of marine insurance.

The *Cushing* case arose out of an accident in May, 1950 when the towboat "James Smith" collided with a bridge over a river in Louisiana and capsized, an accident in which five of her seamen were drowned. The owner and charterer of the "James Smith" filed consolidated petitions in admiralty in the United States District Court for the Eastern District of Louisiana for exoneration, or for limitation of their liability, and the personal representative of the five seamen drowned filed claims therein. While that proceeding was pending and undecided, the same personal representatives brought a consolidated action in the same District Court against the owner of the bridge and the liability underwriters of the owner and charterer of the tug. As against the insurance companies, the action was based on the Louisiana Direct Action Statute. On a motion to dismiss made by the underwriters, the District Court held that the Louisiana Statute was by its own terms inapplicable to policies of marine insurance, and that in any case application of the Statute in the case before the Court would "not only work material prejudice to the characteristic features of the general maritime law but would also contravene the essential purpose expressed by an Act of Congress in a field already covered by that Act. Title 46, sec. 183 U. S. Code". *Cushing v. Texas & Pacific Ry. et al.*, (E. D. La.), 1951 A. M. C. 1878, 99 F. Supp. 681, 684.

On appeal, the Court of Appeals for the Fifth Circuit reversed, holding that Sec. 655 of the Louisiana Statute, is applicable to

marine liability insurance of the type involved, and holding further that the Statute provides only an additional cumulative remedy at law for the enforcement of obligations of indemnity assumed by the insurer imposed as a condition of insurance companies doing business within the State, the enforcement of which would not defeat the purpose of the Federal Limitation of Liability Statute or interfere with the harmony or uniformity of admiralty law. *Cushing v. Maryland Casualty Co.*, 1952 A. M. C. 1803, 198 F. 2d 536. A petition to the Supreme Court for a writ of certiorari was filed and in due course granted. 345 U. S. 902. Following a hearing in April, 1953, the Court was unable to reach a decision and a rehearing was ordered. 345 U. S. 968. The rehearing was held on November 10, 1953, Chief Justice Vinson having died in the interim, and Chief Justice Warren having just assumed office. The Court did not hand down its decision until April 12, 1954.

There was a serious division in the Court. Justice Frankfurter announced the judgment of the Court in an opinion in which Justices Reed, Jackson and Burton joined. These Justices would have dismissed the direct action suits as an inevitable interference with the operation of the Limitation of Liability Act. Mr. Justice Black, with whom the Chief Justice and Justices Douglas and Minton concurred, filed a dissenting opinion, in which the view of these Justices was expressed that the direct actions should be allowed to proceed; that underwriters might be held liable therein directly to the claimants to the full amount of their policies irrespective of any limitation of liability by their assureds; that underwriters are not entitled to the benefits of the Limitation of Liability Statute; and that the necessary increase in the assureds' premiums to cover such unlimited (except for policy limits) liability was not a serious objection since the object of the Limitation Act was not to benefit vessel owners in respect of insurance premiums. In this situation, Mr. Justice Clark held the deciding vote and in a concurring opinion took the view that if the direct actions were allowed to proceed prior to the conclusion of the assureds' limitation proceeding, the entire limit of the insurance might be exhausted in the direct actions, leaving nothing for the indemnity of the assureds for their own liability in the limitation proceeding, a result which, in his opinion, would constitute an interference with the benefits intended for shipowners in the Limitation Act. The decision of the Court in which Justice Clark concurred was, therefore, that the judgment of the Court of Appeals be vacated and the case remanded to the District Court with a direction that the direct actions be stayed until after the completion of the limitation proceeding.

The indicated result is that after the assureds' liabilities in the limitation proceeding have been indemnified by the underwriters, the stay of the direct actions may be lifted, and those actions may be allowed to continue against the underwriters, with the possible ultimate result that the underwriters may be held additionally liable to the damage claimants in the direct actions up to the full amount of their policies, less the amounts necessary to indemnify their assureds against liability adjudicated in the limitation proceeding. However, Mr. Justice Clark was careful to say in his opinion that he did not rule that the underwriters would be so liable, stating that this "would be a question of Louisiana law" which was left open for further determination.

We are informed that this case still pends as remanded in the District Court for the Eastern District of Louisiana, no active steps having since been taken either in the direct actions or in the limitation proceeding. Until some further determination in this, or some other case, it cannot be said whether the effect of the Louisiana Statute will be to create a liability of vessel liability underwriters in excess of that of their assureds in cases where their assureds are entitled to limitation of liability under the Federal Statute to a sum less than policy limits. If this should prove to be the case, a new factor will have to be taken into account in writing liability insurance for vessel owners whose vessels operate in Louisiana. Mr. Justice Black realized and assumed that premiums would have to be increased. If increased commensurately with the additional liabilities imposed, obviously vessel owners as a class would lose the economic benefits of the Limitation Act as to accidents occurring in this jurisdiction. On the other hand, insurers jurisdictionally subject to direct actions under the Louisiana Statute may be placed at a competitive disadvantage with foreign insurers who are not. There is still, however, the possibility that the Louisiana Statute will not ultimately be held to have the effect feared.

In the Wilburn Boat Company case the defendant insurance company had insured for the plaintiffs the houseboat Wanderer on a voyage from Greenville, Mississippi, via the Mississippi and Red Rivers to Lake Texoma and for operation confined to the waters of that lake. The policy contained conditions against pledging or transfer of ownership and also a warranty that the vessel would be used solely for private pleasure purposes. The plaintiffs violated the conditions by mortgaging and transferring ownership of the vessel, and breached the warranty by utilizing the vessel for the commercial carriage of passengers. While moored on the lake, the boat was destroyed by fire. Liability was denied and the suit

defended on the ground of these breaches by the assured. For the assured it was contended that a provision of the Texas Statutes rendered void a policy condition against encumbrance of the insured property and that another provision of the Texas Statutes was applicable providing that no breach of warranty should void the policy unless such breach contributed to bring about the destruction of the property. The District Court and the Court of Appeals, without passing upon the applicability or effect of the Texas Statutes, held that the policy, as a policy of marine insurance, was a maritime contract controlled by Federal Maritime Law to which such State statutes could not validly be made applicable. They further held that under general maritime law warranties in contracts of insurance must be literally complied with and that a breach of warranty releases the insurer from liability regardless of the fact that compliance with the warranty would not have avoided the loss. The Court of Appeals therefore affirmed the judgment of the District Court in favor of the insurance company. *Wilburn Boat Company, et al. v. Fireman's Fund Insurance Company* (C. A. 5), 201 F. (2d) 833; 1953 A. M. C. 284.

Following its decision in *Cushing v. Maryland*, the Supreme Court granted certiorari. The case was argued on October 14, 1954 before a Court of eight, Mr. Justice Jackson having died just before the argument. The Court handed down its decision on February 28, 1955, Mr. Justice Black delivering the opinion of the Court in which the Chief Justice and Justices Douglas, Clark and Minton concurred. In the majority opinion it was held that the insurance policy sued on is a maritime contract brought within the federal jurisdiction by the admiralty clause of the Constitution. However, the Court said that it does not follow that every term in every maritime contract can only be controlled by some federally defined admiralty rule. It pointed out that Congress has not taken over the regulation of marine insurance contracts or dealt legislatively with the effect of marine insurance warranties, and that in the field of maritime contracts and torts, the national government has left much regulatory power in the states. Conceding that the states cannot override applicable judicial rules validly fashioned, any more than they could override applicable Acts of Congress, the Court, nevertheless, held that there had not been established by judicial decision an admiralty rule requiring strict fulfillment of warranties in marine insurance policies. In so holding the Court overruled two Circuit Courts of Appeal and explained other decisions applying the rule of strict performance as only applications of state law. Therefore, the Court said that the scope and legality of the policy provisions involved in

this case and the consequences of breaching them can only be determined by state law "unless we are now prepared to fashion controlling Federal Rules".

The Court then said that the whole judicial and legislative history of insurance regulations of the United States warns us against the judicial creation of admiralty rules to govern marine policy terms and warranties. It stated that marine insurance companies have been traditionally regulated by the states, although in so stating it failed to take into account the difference between permissible state regulation of the business activities of marine insurance companies which is usual and the determination by the states of the substantive law applicable to rights and liabilities created by policies of marine insurance. The Court then said that an attempt to fashion admiralty rules governing policy provisions would involve the difficulty of determining what should be the consequences of breaches and that there are a number of possible rules from which the Court could fashion one for admiralty. Such a choice, the Court said, however, involves policy considerations, and is one which Congress is peculiarly suited to make. The Court, therefore, said :

"We, like Congress, leave the regulation of marine insurance where it has been—with the states"

and remanded the cause to the District Court "for a trial under appropriate state law".

Mr. Justice Frankfurter filed a concurring opinion emphasizing the local character of the insurance applicable to a houseboat on Lake Texoma. In his opinion, the local character of the transaction did not warrant invoking the rule of uniformity of the admiralty law with respect to the case in hand. He indicated that in his opinion the majority went too far and announced a rule more sweeping than required by the facts of the case. He concurred in the result but expressed the "hope that whatever are essentially dicta [in the majority opinion] will not be found controlling when situations which have not called them forth and to which they are not applicable come before the court for adjudication".

A dissenting opinion was filed by Mr. Justice Reed with whom Mr. Justice Burton concurred. He disagreed with the majority statement that the rule of strict compliance with marine insurance warranties was not an established rule of the maritime law pointing out that this was the law of England before our Revolution and had been consistently adopted by our courts from earliest days. He

criticized the decision of the majority to leave "the regulation of maritime insurance * * * with the states" as striking "deep into the principle of a uniform admiralty law" and said that this will "have the result of unduly burdening maritime commerce". He also pointed out the impracticability of differentiating between marine policies on the basis of supposed local or restricted characteristics pointing out that "The event of loss must always be local, but the coverage of the policy is general".

The *Wilburn* case has been resubmitted to the Trial Court in Texas and is in the process of being briefed. There is considerable question whether the provisions of Texas law relied on by the assured are in terms applicable to policies of marine insurance, or whether, if so, they would be given the effect of excusing the plaintiffs' breaches, or whether the appropriate state law applicable to this transaction is the law of Texas. Consequently while the decision of the Supreme Court has opened the door for the application of the state law in the decision of the case, there is not yet any determination as to whether Texas law will be held to be applicable, or whether the provisions of the Texas Statutes invoked will be held to make any substantial change in the meaning and effect heretofore given to warranties in marine insurance policies of the type involved in this case.

While considerable apprehension arising out of these decisions has been expressed, particularly on the score of possible lack of uniformity in the effect which may be given to the provisions of marine insurance policies under the varied laws of the several States, there have not as yet been any serious results flowing from these decisions. Although the problems arising out of these decisions must ultimately affect all marine interests in that any increase in the liabilities required to be assumed by underwriters must ultimately be reflected in the cost of insurance, the immediate problems directly affect the marine underwriters and must be dealt with by them. The American Institute of Marine Underwriters has appointed a committee to consider what, if any, remedial steps should be taken. The situation is complicated and many factors will enter into their consideration of the subject. Under these circumstances, it is the opinion of your Committee that this Association should not take the initiative in promoting any plan of action but that this Committee, or a successor committee of the Association, should keep in touch with the Committee of the Institute of Marine Underwriters and be prepared to cooperate with that Committee in its consideration of the problems

presented, reporting to this Association any developments of importance.

LEONARD J. MATTESON, *Chairman*
OWEN E. BARKER
MILES F. YORK

On motion duly made and seconded, the report was approved.

Committee on Unratified Brussels Conventions

Mr. Oscar R. Houston, Chairman, reported for his Committee that the State Department has taken no action on any of the unratified Brussels Conventions and his Committee had not found it necessary to take any steps in the matter. On motion duly made and seconded, the report was approved.

Joint Committee on Regulations for Preventing Collisions and Matters Concerning Coast Guard Regulations

Mr. John F. Gerity, Chairman, filed his Committee's report stating that there is pending in the House of Representatives a Bill to amend Section 11 of the Administrative Procedure Act and to establish a Board of Examiners Administration under the Civil Service Commission. Under the Bill both the Board members and the Examiners would be compensated at the rate of \$14,800. per annum. Mr. Gerity pointed out that his Committee recommended that the Association favor the Bill. The Committee report in its entirety follows:

The Joint Committee on Regulations for Preventing Collisions and Matters concerning Coast Guard Regulations report as follows:

1. There is pending before the House of Representatives, Subcommittee No. 4 on the Committee on the Judiciary, a Bill, H. R. 4558, to amend Section 11 of the Administrative Procedure Act, 5 U. S. C. Section 1010. By its provisions the Bill establishes a Board of Examiner Administration under the Civil Service Commission. The Bill provides that Agency Examiners may be removed for cause by the Board and the Board is also vested with the power to examine and determine the qualifications and competency of the Examiners to be appointed. The Board shall assign to each Agency as many qualified and competent Examiners found to be necessary for proceedings under Sections 7 and 8 of the Act.

Both the Board members and the Examiners are to be compensated at the rate of G. S.-18 under the Classification Act of 1923—equivalent to compensation of \$14,800 per annum. The Agency Examiners perform duties of a quasi-judicial nature, and it is equitable that they should be compensated at a rate commensurate with their responsibilities. Adequate compensation will keep and attract competent men.

The Committee is of the opinion that the provisions of the proposed legislation can assure through the Board of Examiner Administration continued high qualifications and competency of Examiners now appointed or to be appointed in the future. Their impartial status will also be further assured under the provisions of the Act.

The Committee recommends that the Association Membership authorize a resolution addressed to the Committee of the House of Representatives favoring the proposed legislation, together with authority to attend any hearings to support the enactment of the Bill, in favor of the Examiners of the U. S. Coast Guard, Federal Maritime Board and Interstate Commerce Commission, all Agencies dealing with the several phases of shipping industry and personnel matters.

2. The United States Coast Guard Merchant Marine Council Public Hearing Agenda for a hearing held at Washington on April 24th, 1956 contains proposed new substantive rules with respect to the lights and signals to be maintained, as so-called private aids to navigation, on non-buoyant structures,—including artificial islands,—in the navigable waters of the United States and the Outer Continental Shelf Lands. Authority has been delegated under the Outer Continental Shelf Lands Act, 43 U. S. C. 1333, Section 4(e), by the Secretary of the Treasury, to the Commandant of the Coast Guard to prescribe adequate regulations for the safety of maritime commerce.

The proposed regulations dealing with obstruction lights to be exhibited and fog signals to be sounded as private aids to navigation, particularly on the waters of the Outer Continental Shelf Lands, deserve extensive study before constructive suggestions of value can be made. A special meeting of the Association's Executive Committee would have been necessary, on short notice, in order that the Committee could authoritatively act at the Public Hearing held on April 24th.

We recommend that a study of the substantive rules proposed by the Coast Guard be continued, with a view toward adoption or constructive comment for the benefit of safe navigation. We under-

stand that the structures which are the subject of the proposed rules consist of non-buoyant plants which your Committee is informed are, in regard to certain classes of structures, moved from time to time, and may be considered uncharted obstructions.

3. During the current week, the United States Coast Guard published information recommending that the three basic codes consisting of thirteen overlapping sets of Rules of the Road concerning the Rules to be followed by vessels navigating on our Inland waters, Great Lakes, and Western Rivers should be extensively revised in order to follow, so far as practicable, the basic requirements of the new International Rules, and supplemented to adequately deal with special circumstances and conditions on United States waters. It is stated that a proposed set of thirty-two new rules contained in one basic code will soon be published in draft form in order to solicit comment from the shipping industry, including commercial and pleasure craft owners. This subject can only be dealt with when the Coast Guard's suggestions are promulgated. We recommend that our successor Committee also deal with that subject, which will probably require study for a substantial period to achieve a worthwhile result.

The term of this Joint Committee ends today. We recommend that the Joint Committee be continued by such members as the President-elect may designate.

Respectfully submitted,

JOHN F. GERITY, *Chairman*
 EUGENE UNDERWOOD, *Vice Chairman*
 Collisions
 HENRY C. EIDENBACH, *Vice Chairman*
 Coast Guard Regulations
 LESLIE M. BALL
 JOHN I. DUGAN
 SAMUEL GORE
 ALFRED A. LOHNE
 GORDON W. PAULSEN
 EDWARD D. RANSOM
 CLAUDE E. WAKEFIELD
 HARVEY WIENKE
 BENJAMIN W. YANCEY

On motion duly made and seconded, the report and recommendation of the Committee was approved with one dissenting vote.

Selden Society

The President gave Mr. Arnold W. Knauth permission to speak on behalf of the Selden Society and recognized him. Mr. Knauth stated that the Selden Society was formed in England to publish the texts and modern translations of old English reports, pointing out that in 1893 they published Volume VII of Old English Admiralty Cases and several years later published Volume XI covering another Century of Old English Admiralty Cases. Mr. Knauth spoke of the usefulness of these volumes as the foundation of Admiralty law and practice in our English and American jurisdictions. He stated that an American branch of the Selden Society, which is an English organization had been organized under Professor Mark DeWolfe Howe of Harvard Law School who receives subscriptions at \$10.00 per year and that arrangements are being made so that a considerable number of Volumes VII and XI may become available in this country.

Nominating Committee

Mr. Russell T. Mount, Chairman, before submitting his Committee's report pointed out that in considering the nominees, the whole Committee felt that it was wise to preserve the geographical distribution which had been so beneficial in the past. Mr. Mount then read the Committee's report as follows:

The Nominating Committee, appointed by the President, submits the following recommendations for election to the several offices designated.

For President, to serve for one year:

Leonard J. Matteson
of Bigham, Englar, Jones & Houston
116 John Street
New York City

For First Vice President, to serve for one year:

George W. P. Whip
of Lord, Whip & Coughlan
823 Munsey Building
Baltimore, Md.

For Second Vice President, to serve for one year :

Arthur O. Louis
of Hill, Rivkins, Middleton, Louis & Warburton
96 Fulton Street
New York City

For Secretary, to serve for one year :

John C. Moore
of Haight, Gardner, Poor & Havens
80 Broad Street
New York City

For Treasurer, to serve for one year :

George F. Tinker
of Burlingham, Hupper & Kennedy
27 William Street
New York City

For three Members of the Executive Committee, to serve for
the term expiring May, 1959:

David W. Dyer
of Smather, Thompson & Dyer
1301 DuPont Building
Miami, Fla.

Nicholas J. Healy, III
of Nelson, Healy, Baillie & Burke
52 Wall Street
New York City

Gregory S. Rivkins
of Hill, Rivkins, Middleton, Louis & Warburton
96 Fulton Street
New York City

Respectfully submitted,

JOHN M. AHERNE
NORMAN M. BARRON
THEODORE R. DANKMEYER
DONALD HAVENS
LESLIE C. KRUSEN
L. DEGROVE POTTER
GREGORY S. RIVKINS
RUSSELL T. MOUNT, *Chairman*

There being no further nominations on motion duly made and seconded, the report of the Nominating Committee was unanimously adopted and the nominees were declared elected to their respective offices.

There being no further business, the meeting was, on motion duly made and seconded, adjourned.

Report Concerning Proposed Uniform Commercial Code

By direction of the Executive Committee there is printed below report of Arnold W. Knauth concerning proposed Uniform Commercial Code.

The New York Law Revision Commission reported on February 29, 1956 *adversely* to enactment of the Uniform Commercial Code *in its 1952 form* (with the 1953-54-55 amendments).

This may be taken to mean that New York will not enact the Code in its present form.

Pennsylvania thus remains the only State which has enacted the U. C. C. of 1952.

The Law Revision Commission is in favor of "careful and foresighted codification of all or major parts of commercial law". It "believes that such a Code would be of greater value to the public and the legal profession than the enactment, even with revisions, of separate uniform laws. The Commission also believes that such a Code is attainable with a reasonable amount of effort and within a reasonable time. A Commercial Code would * * * confine the area of doubt to the less frequent and more extraordinary situations. It would, in time, reduce the amount of unnecessary and fruitless litigation."

Our Association has been especially interested in Article 7—entitled "Warehouse Receipts, Bills of Lading, and Other Documents of Title."

In the belief that the New York Report on Article 7 will be of special interest to our members in other States where the U. C. C. is currently being considered by legislatures, the passages concerning Article 7 are herewith reproduced.

Respectfully submitted,

ARNOLD W. KNAUTH

Article 7—Warehouse Receipts, Bills of Lading and Other Documents of Title

Article 7 is a consolidation and revision of the Uniform Warehouse Receipts Act, the Uniform Bills of Lading Act and the provisions of the Uniform Sales Act relating to negotiation of documents of title. It also codifies some decisional law relating to documents of title.

Article 7 contains a significant change in the concept of "due negotiation" and some important new exceptions to the doctrine *caveat emptor*. These are discussed below as illustrations of some general trends in the Code as a whole. (See pp. 97-100, 101, 102, *infra*.) Apart from these innovations, Article 7 makes relatively few basic changes in present law. It contains a number of changes in detail. Some provisions of Article 7, referring generally to documents of title, contain specific clauses limiting or explaining their application to delivery order. (See Sections 7-502(1), 7-503(2).) The scope of Article 7 is extended by the definition of bill of lading in Section 1-201(6), to include bills issued by any person in the business of transporting or forwarding goods. The Uniform Bills of Lading Act applies only to bills of lading issued by *common carriers*, although documents of title transferable and negotiable under the Uniform Sales Act are not so limited. Extension to private and contract carriers of provisions governing the duty of the carrier creates some problems as to the extent to which Article 7 should include provisions regulatory in character. (See Section 7-302 and *cf.* 49 U. S. C., § 20(11) as to liability of a delivering carrier as well as the initial carrier for defaults of connecting carriers.)

After a statement of definitions, Article 7 is organized to state separately some provisions governing warehouse receipts or governing any document *other than* a bill of lading, and some provisions governing *bills of lading*. It then consolidates provisions, applicable to either kind of document, stating the obligation to deliver and liability for overissue or failure to identify duplicate documents. It also states rules as to negotiation and transfer of documents without distinction between warehouse receipts and bills of lading, and combines existing provisions of both the Uniform Warehouse Receipts Act and the Uniform Bills of Lading Act with respect to lost and missing documents, attachment of goods covered by a negotiable document, and interpleader.

In the course of the Commission's hearing on Article 7, comment was expressed by a representative of Railroads, by spokesmen for

two branches of the Warehousing industry and by individuals primarily concerned with a third branch of warehousing. *Article 7 was not opposed by representatives of Carriers.* Criticisms expressed at the hearing on behalf of the Associated Railroads of the State of New York were directed to a number of specific provisions. These criticisms related to matters of detail and questions of ambiguity, many of which have been dealt with in Supplement No. 1 to the Code. A detailed study of Article 7 presented to the Commission by a representative of one Field Warehousing company reviews Article 7 as a whole, approving a number of provisions as improvements in the light of present practice, and suggesting clarifying changes in others. Section 7-205(2), which was *opposed in principle by Field Warehousemen*, is a clause conforming Article 7 with a provision of Article 9, to which the objection is primarily addressed. (Section 9-305(2).) *One association of Warehousemen has endorsed Article 7* by resolutions of its state and national organizations. Representatives of a second association of warehousemen called attention to some problems of drafting, criticizing a number of provisions specifically. They also expressed objection to "intermingling" of provisions in Article 7 dealing with warehouse receipts and bills of lading, asserting that a probable result of this treatment, as well as the inter-relation of Article 7 provisions with the rest of the Code, will be to involve warehouse receipts and warehousemen in a difficult process of judicial interpretation. Spokesmen for these warehousemen also urged that the purposes of the Code do not justify disturbance of the existing (100%) uniformity under the Warehouse Receipts Act.

The Commission does not agree with the objection that the Uniform Warehouse Receipts Act should be preserved as a separate uniform act, independent of a proposed uniform commercial code. Many rules governing warehouse receipts are similar to those governing bills of lading. In addition, *the law of warehouse receipts and the law of bills of lading are also interrelated to the law of sales, bank collections and secured transactions, whether or not they are incorporated in a Code dealing with those subjects.* Questions of negotiation and of the bailee's obligation to deliver are significant for persons dealing with the documents, or with goods through the medium of the documents, who did not contract with the bailee directly. In addition, some changes in the separate warehouse receipts provisions are in effect specific applications of policies adopted generally in the Code or inherent in the purpose of another article. This is true of the *attempt to provide a common definition*

of value for Articles 2, 7 and 9. A further instance is the provision in Section 7-209 *distinguishing between a warehouseman's lien for charges in relation to the goods on which the lien exists and a "security interest" for accrued charges on other goods*, which is governed by Article 9.

Some provisions governing warehouse receipts and bills of lading are identical under the present statutes. Nevertheless, within Article 7, it may be *desirable to provide completely separate statements of rules* with respect to bills of lading, even where this requires repetition of identical rules as to other documents of title. While Article 7, like the present Uniform Bills of Lading Act, is broad enough in terms to apply in interstate and foreign commerce, the federal power is paramount and the existence of controlling legislation governing bills of lading in effect limits the operation of any state enactment to intrastate transactions. *Under present law substantial uniformity exists between the Uniform Bills of Lading Act, as a state enactment, and federal law under Acts of Congress (Pomerene) and treaties (Cogsa)*. Since this uniformity would be destroyed by various changes in state law made by Article 7, ultimate enactment of a federal counterpart to the bills of lading provisions of Article 7 seems highly desirable if the Code is enacted by the states. Federal enactment would be facilitated, and certainty in the application of the two bodies of law would be promoted, if Article 7 were organized to furnish a self-contained statement of rules applicable in intrastate commerce, in the field now occupied by federal legislation and treaties for interstate and foreign commerce.

BOOK PUBLISHED IN HONOR OF JUDGE ALGOT BAGGE OF SWEDEN

The following notice is printed pursuant to direction of the Executive Committee:

A book honoring Judge Algot Bagge has recently been published in Stockholm, Sweden, the editors being the Swedish Branch of the Comité Maritime International and the Swedish Association for International Maritime Law. Judge Bagge is a member of the Permanent Court of Arbitration at The Hague, and is also a member of the Institute of International Law. For many years he was a member of the Supreme Court of Sweden. Judge Bagge has played an important part in International Arbitrations and in the develop-

ment of International Law. The book was published to mark the occasion of the 80th birthday of Judge Bagge, which occurred during the past Summer. The book contains twenty-six articles by various writers, dealing with matters concerning International Law and other fields of law in which Judge Bagge has been active. Fifteen of the articles are printed in English, eight in French, and three in German.

Judge Bagge's numerous friends include many members of our Association, and it is thought that some of them may wish to obtain a copy of the book honoring Judge Bagge. The cost is \$4.35, including postage, and copies of the book may be obtained from Mr. Claes Palme, Honorary Secretary of the Swedish Maritime Law Association, 1 Wahrendorffsgatan, Stockholm C, Sweden.

ANNUAL DINNER MEETING

The Dinner Meeting was convened at 6:45 P. M. on May 18, 1956 at the Waldorf Astoria Hotel with 764 members and guests in attendance. The following Judges were present as guests of the Association :

Hon. Alexander Bicks
Hon. Walter Bruchhausen
Hon. Edward A. Conger
Hon. David N. Edelstein
Hon. Robert A. Inch
Hon. Vincent L. Leibell
Hon. J. Edward Lumbard
Hon. Gregory F. Noonan
Hon. Edmund L. Palmieri
Hon. Arthur I. Smith
Hon. Roszel C. Thomsen
Hon. Lawrence E. Walsh
Hon. Sterry R. Waterman

Mr. Haight spoke briefly and introduced the Hon. Arthur I. Smith, President of the Canadian Maritime Law Association. Judge Smith replied commenting on the close friendly relationship between the Canadian Maritime Law Association and our Association. Mr. Haight introduced Leonard J. Matteson, newly elected President who spoke briefly concerning plans of the new administration.

An attractive menu and seating list was prepared under the supervision of the Dinner Committee and was printed without charge by The Hecla Press, to which the thanks of the Association are extended.

The members of the Dinner Committee were :

Daniel Huttenbrauck, *Chairman*
Gordon W. Paulsen
Richard W. Palmer

WILBUR H. HECHT,
Secretary.