SCHRIFTEN DES
DEUTSCHEN VEREINS FÜR INTERNATIONALES SEERECHT
REIHE A: BERICHTE UND VORTRÄGE

HEFT 25

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REVISION OF THE UNIFORM SCANDINAVIAN MARITIME CODES

REVISION OF THE UNIFORM SCANDINAVIAN MARITIME CODES

Vortrag
von

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gehalten vor dem Deutschen Verein für Internationales Seerecht am 18. Dezember 1975

Hamburg 1976

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An English translation of the Norwegian Code as now in force has been published by Nordisk Skibsrederforening, Oslo in two volumes. The first (1975) contains chapters 5 and 6 on carriage of goods and passengers, the second the remaining chapters (1976). A translation of the Swedish Code chapters 5 and 6 on carriage of goods and passengers has been made by

REVISION OF THE UNIFORM SCANDINAVIAN MARITIME CODES

I.

1. The uniformity of Scandinavian Maritime Law

At present Denmark, Sweden and Norway have maritime codes with almost identical structure and to a very large extent also identical substance. The Finnish code has a somewhat different structure, but its substance is largely the same.

It all started in 1890's when the Danish, Swedish and Norwegian codes were prepared and adopted as part of the program for Nordic unification of private and commercial law. The codes were modelled on the ADHGB from 1860's although in particular context there were also a marked influence from the law of other European countries including England. The report of the preparatory committee shows indeed that a comparative method was mastered long before it should rise to such prominence as it has acquired during the most recent decades.

From 1910 to 1974 the codes have been amended regularly in Scandinavian co-operation. Finland joined in this work when she became independent in 1917. The main purpose has been to make it possible for the Scandinavian countries to ratify the many international conventions on maritime law prepared by the CMI and more recently by IMCO. A common approach to transforming international conventions to national law has preserved the uniformity of Scandinavian maritime law. This goes even for supplementing legislation on matters not directly covered by the conventions, but related thereto.

As a result of this nearly century-long co-operation most

legislator has been particularly active during the 1960's and 70's and, during this period in fact, entirely new codes have emerged. What is left is the date of origin and the title. During this period a number of new international conventions have been worked into the codes. It is equally important that the legislative activity has been extended even to those parts of the codes which deal with matters not yet regulated by any international convention, for instance, the system for registration of ownership to and legal rights in ships as well as the law on mortgages in ships. Incidentally, the registration system has been modelled on that applicable to real property which again was inspired by the "Grundbuch" system developed in Germany. Another important step in the development of a Scandinavian maritime law was taken in the 1930's by the revision of the part of the codes dealing with contracts of affreightment and carriage of goods, including Bills of Lading. Thereby the inheritance from the HGB was largely replaced by provisions drafted in accordance with the Scandinavian tradition in the field of civil and commercial law.

2. Outline of the Uniform Codes

Let me give a brief outline of the codes as they are now in force in Denmark, Sweden and Norway:

Chapt.I-IV contain provisions on nationality, registration of ships and rights therein, partownership and masters, all revised during the 1960's and 70's. It should be noted that the Danish law on registration is contained in a separate statute (1957). Furthermore, the rules on part-ownership have been amended so as to be suitable for the modern types of part-ownership in ships, that is part-ownership as a result of co-operation between companies belonging to the same shipping concern or of joint-ventures and the like among independent companies. Thus, the Norwegian law has abandonned the rule of pro rata liability for

partowners who now answer jointly unless otherwise agreed.

Chapt.V on contracts of affreightment and carriage of goods was revised in the 1970's with the view of incorporating the Hague-Visby rules into the codes and of amending provisions on related matters.

At the same time a new chapt. VI was adopted, containing a complete regulation of the contract of carriage of passengers which in applicable parts was based on the CMI Tokyo Draft, 1969, anticipating most of the amendments made by the Athens Convention 1974.

Chapt. VII on general average incorporates by reference the York Antwerp rules as adopted here in Hamburg in 1974, and contains some supplementing provisions.

Chapts. VIII and IX dealing with collision and salvage are based on the international conventions in these fields.

Chapt. X on shipowner's liability, sets out the principle of the shipowners' vicarious liability for anyone being negligent in the performance of work in the service of the ship. This principle extends to cover even pilots, tugs or other independent contractors used by the shipowner to perform work in the service of the ship (§ 233). The rest of chapt. X contains the rules of the 1957 Convention on the limitation of shipowners' liability.

Chapt. XI on liens and mortgages in ships was revised in the 1970's and incorporates the provisions of the 1967 conventions on liens and mortgages and on ships under construction, but contain also some supplementing provision of Scandinavian origin. A new feature of the Norwegian code is that the rules on mortgages and registration thereof also apply to movable oilriggs.

A new chapt. XII was inserted in the 1970's to incorporate the rules of the 1969 oil pollution liability convention

these matters are contained in separate statutes (1973). It should be noted that the oil pollution liability has been extended beyond the scope of the 1969 convention, to cover pollution from ships not carrying oil in bulk, pollution from persistent as well as non-persistent oils and pollution from war ships and the like (§§ 282-83). However, in these cases the limit of liability will be that of the 1957 Convention.

Chapt. XIII - XV contain provisions on prescription of maritime claims, ships journals and sea hearings and investigations, and certain other matters.[1]

Let me finally say a few words on matters not covered by the codes:

The law of seamen is contained in recently revised separate statutes prepared in Scandinavian co-operation.

The law of marine insurance is contained in standard contract conditions prepared by and agreed between representatives of all interests concerned. The basis for these conditions are the Uniform Scandinavian Insurance Contract Acts of the 1930's. In Norway the law is now contained in the 1964 Marine Insurance Plan dealing with shipowners' insurance and the 1967 Plan on cargo insurance. These plans have later served as model for the existing Swedish conditions on marine insurance.

3. The rôle of jurisprudence and legal literature

The uniform Scandinavian legislation in the field of maritime law has provided a basis for harmonious development of the law. In order to promote this, court decisions have been published since 1900 in Scandinavian Reports of Maritime Cases.[2] There has also emerged a common literature on maritime law, including our periodical Arkiv for Sjørett. And in 1962, upon the request of the Nordic Council (a parliamentary body for Nordic co-operation), a Scandinavian Institute of Maritime Law was established to co-

ordinate the legal research and related matters in the field of maritime law. All this contributes to the preservation of the uniformity of law achieved primarily by legislation and to the orderly development of new concepts and approaches to matters of maritime law.

4. Co-operation in international fora

This may explain to you the extensive Scandinavian co-operation that takes place even within international fora such as CMI, and more recently various governmental bodies, and the fact that more often than not a common Scandinavian position is developed with respect to issues discussed internationally. In view of our tradition as States adhering to international conventions, we know that international actions shall subsequently be implemented at the domestic level by amendments to the Uniform Maritime Codes, and the international discussions may thus be regarded as an extension of our own legislative process.

In this context I should like to underscore another aspect explaining our approach to international co-operation in the field of shipping. Viewed in the context of international shipping policy, the shipping industries of the Scandinavian countries have such a great measure of common vital interests that, on the whole, the Scandinavian countries have been able to develop a common attitude to most issues of importance. This has been apparent in governmental bodies such as OECD and UNCTAD Committee of Shipping. In this context I should like to refer as an illustrative example to the Scandinavian positions in relation to the UNCTAD Code of Conduct for Liner Conferences and to other work on maritime law of UNCITRAL and UNCTAD.

Time does not permit me to go too much into the details of the uniform Codes. However, I should like to make some comments upon the law relating to contracts for affreightment and carriage of goods (II) and to contracts for the carriage of passengers (III).

II.

1. The implementation of the Hague Rules in 1936-38

In 1936-38 the chapter of the Uniform Code dealing with contracts of affreightment and carriage of goods was thoroughly revised. This revision was initiated by a desire to acceed to the Bill of Lading Convention 1924, but eventually it resulted in a new codification of the law of affreightment and carriage, including separate treatment of time charterparties and Bills of Lading as negotiable documents. Anyhow, the Hague Rules were worked into the codes in much the same way as was later used when the HGB was amended in 1940, and the rules on carrier's liability for cargo damages was made mandatory in coastal and inter-Scandinavian trade. However, their scope of application was extended to both carriage under Bills of Lading and other carriage of general cargo as well as to voyage charterparties. At the same time separate Bills of Lading Statutes, being literal translations of the Hague Rules, were enacted to govern carriage between a Scandinavian and a non-Scandinavian country. Thus the Norwegian Bill of Lading Act, for instance applied to carriage from Norway as well as to carriage to Norway from a state having acceeded to the 1924 convention, but not from other states. As will appear from the following, the distinction between coastal and inter-Scandinavian trade on the one hand, and other international trade on the other, still is an essential feature of Scandinavian law.

2. The implementation of the Hague-Visby Rules in 1973-75

The question of Scandinavian ratification of the Brussels protocol 1968 (the Visby Rules) was raised before UNCTAD and UNCITRAL started its work in the field of maritime law. However, the basic decisions to do this were taken in 1971 - 72 after it had become clear to everyone that a new convention would be prepared and adopted under the auspices of

the United Nations. The Hague-Visby Rules were incorporated into the Scandinavian codes by legislation adopted during the years 1973-75, and by now they are in force in all the Scandinavian countries. You may ask why this was done.

Obviously, none of the Scandinavian countries ever considered the Visby protocol to be a viable alternative to the forthcoming UN Convention, to which our authorities have always taken a positive approach and regarded as a vehicle towards much needed modernization of the law on international carriage of goods by sea. It was realized, of course, that the task of preparing this convention might take several years. Perhaps it would not be adopted until the end of the 1970's. However, this was not seen as any justification for refraining from implementing temporarily the obvious improvements contained in the Visby Rules, in particular the much needed new limits of liability. Moreover, in the early 1970's there was a strong indication that most West-European countries might do the same while most other countries seemed to take the opposite view. Today the entry into force of the Visby Protocol remains a remote possibility. Recent monetary development, making obsolete any limit of liability based on a unit of account in gold, is one of the reasons for this. Anyhow, this lack of enthusiasm for the Visby Protocol explains the narrow scope of application which the Scandinavian countries gave their Visby-amendments when put into force. Briefly stated, the Hague-Visby Rules have replaced the Hague Rules in coastal and inter-Scandinavian trade, but the Bills of Lading statutes from the 1930's shall still prevail in other international trade as long as the 1968 Protocol has not entered into force. I should like to add that even if this should happen, the 1924 Convention will probably not be denounced by the Scandinavian countries. A condition for doing so must be that there exists an international instrument capable of assuming the rôle of the Hague Rules as the world-wide law of international carriage of goods, and the Protocol just does not appear to be that kind of

instrument.

I shall not deal here with the content of Visby Protocol, but with some important questions having arisen when the Hague-Visby Rules were worked into the codes.

3. Liability for delay

The mandatory rules now cover also liability for loss resulting from the goods being delayed during the carriage (§ 118). This is based on what is supposed to be the correct interpretation of the Hague Rules (cf. "loss or damage to or in connection with the goods"), especially in light of the decision of the House of Lords in The Caspiana (1956) and The Saxon Star (1958). Moreover, there are apparent advantages of having the same regime of liability for both physical loss and delay in delivery. Mandatory liability for delay is also supported by the fact that loss resulting from delay in delivery may not be covered by cargo insurance. No practical difficulty has arisen because P & I Clubs have adjusted their conditions to cover the new liability of the carrier for delay in delivery.

4. Carriage performed wholly or partly by a carrier other than the contracting carrier

Neither the Hague Rules nor the Hague-Visby Rules give any clear answer to who is liable towards the shipper or consignee in cases where the carriage or a part thereof is performed by another carrier than the carrier having contracted with the shipper. The question is often put as "who is the carrier", assuming that only one is liable. Another question is whether the contracting carrier may exempt himself from liability while the goods are in the custody of the actual carrier. These questions arise in three different situations:

a) One-stage carriage performed entirely by another carrier, for instance in cases where a timecharterer has concluded the contract with the shipper. The question is, who is re-

the ship and what is the effect of the identity-of-carrier clause thereof? The Norwegian and the Swedish supreme courts held the shipowner and not the timecharterer to be liable, cf. especially The Lulu (1960).

b) Carriage performed partly by another carrier after transshipment in accordance with an option to transship. The question is here whether the carrier having issued the Bill of Lading is responsible also for damage having occurred after transshipment while the goods were in another carrier's custody. The Swedish sumpreme court said no (The Gudur, 1962). In that case the goods were, after transshipment, carried over land, and a nice question arose as to the law applicable to the on-carriage: road law or sea law, including the exception for navigational errors?

c) Through carriage consisting of successive stages. The question is here whether the carrier issuing the through Bill of Lading may exempt himself from liability for damage while the goods are in the custody of one of the other participating carriers. The answer was yes.

During the law revision in the 1970 it was felt to be necessary to develop a comprehensive solution to the problem of the liability of the contracting and the actual carrier, in particular to counter the result of court decisions in this area and to determine the validity of exemptions from liability by identity of carrier clauses, transshipment clauses and similar clauses in through B/L's.

These solutions are now found in § 123 and § 168, 3rd subpara, based on following principles:[3]

a) Contracting carrier remains liable under the Code for the entire carriage as if he had performed it himself. This applies also if, after transshipment, a part of the carriage is performed by another mode of transport. It is expressly provided that the issue of a Bill of Lading does not affect the liability of the contracting carrier. This does not

mean the contracting carrier is bound by the B/L as such, but he is, of course, so bound if B/L is issued by someone having authority to act on his behalf. It is important, however, that by § 95 the Master of the ship carrying the goods has been given such authority: Timecharterer being a contracting carrier is now bound by the Master's B/L.

Finally, the contracting carrier may not contract out his liability except in cases set out in § 168 3rd sub-paragraph, viz. in cases where, at the time for the contract, it is expressly agreed or clearly understood that the entire carriage or a designated part will be performed by another carrier. Subsequent exercise of option to substitute or transship is not relevant to relieve the contracting carrier of liability for damage caused while the goods are in the custody of the actual carrier.

b) The actual carrier is made liable according to the Hague-Visby Rules for damage caused while he has the goods in the custody. This applies only where the carriage is performed by ship; if another mode of transport is used by the actual carrier, the law applicable to that mode applies. This principle must be considered in light of the rules contained in 1967 Maritime lien convention whereby cargo claim no longer is secured by a maritime lien in the ship. Thus, the in rem liability previously imposed on actual carriers by virtue of maritime liens has been substituted with a personal liability of the same extent.

c) Where the contracting and the actual carrier are both liable, they shall be jointly liable. However, the aggregate of the amounts recoverable by the cargo owner shall not exceed the limits provided by the Hague-Visby Rules (§ 123).

5. The liability for misstatement in Bills of Lading

Liability for misstatements in Bills of Lading; viz. incorrect information relating to the goods, date of shipment etc.

a) The Skriptur-Haftung inherited from German law was in the 1930's thought to be in conflict with Hague Rules Art. 3(4), attributing only evidentiary effect to the description of the goods. However, it was retained as a rule of liability based on fault or neglect on the part of the carrier in checking the accuracy or in failing to make appropriate annotation on the B/L. This rule, contained in the Codes, was applied by analogy to B/L's for carriage governed by the B/L Acts. Thus, the Hague Rules Art. 3(4) was supplemented by national law. The result would be the same as in German law if the doctrine of positive Vertragsverletzung is applied to B/L. Thus, the consignee could recover his loss resulting from making payments against the B/L, and his claim was not limited under Art. 4(5).

b) In England and France the Hague Rules were supplemented by national rules on evidence making the B/L conclusive evidence, as to how the goods are received by the carrier. These rules applied in cases where the B/L has been transferred to a third party having acted in reliance on the description of the goods, and they entailed legal consequences differing from those of the previous Scandinavian rules. First, the effect is that damage or shortage which in fact existed at the time of loading have to be legally regarded as having arisen during the carriage. Secondly, the liability of the carrier results from the fact that the carrier is unable to prove that the damage or shortage arose during the carriage from an excepted peril - without fault. Third, the measure of damages is the same as for damage or shortage having in fact occurred during the carriage; the limit of liability of the Hague-Visby Rules applies.

c) This French-English system is now embodied in the Visby protocol and incorporated in Scandinavian law (§ 161). However, it was felt that it does not give adequate protection to the B/L holder, being a purchaser of the goods and making payments against documents through letter of credit or

when taking up the B/L. The Visby Rules mean that he has to receive the goods actually shipped with compensation for any damage or shortage being present at the time of loading. However, in cases of significant damage or shortage, the buyer would - if appropriate annotation had been made on the B/L - have exercised his right to refuse to pay against the unclean B/L. Thus, the loss caused by the carrier's failure to insert such annotations, is the entire amount paid by the buyer when taking up the B/L because he was mislead by the description of the goods therein. In order to remedy this a new provision was inserted in § 162, which imposes unlimited liability on a carrier who should have realized that the B/L issued would so mislead the third party buyer. Even in English and French law, where the conclusive evidence rule has long prevailed, a co-existing and unlimited liability, based on a similar extended concept of fraud, has been recognized by many court decisions.

§ 162 also covers the important case of falsely dated Bills of Lading.

6. Dangerous goods

The Hague Rules Art. 4(6) imposes a strict liability for dangerous goods on "the shipper". In liner trade the shipper is usually the person contracting with the carrier. When, in the 1930's a similar provision was inserted into the maritime codes (§ 97), one retained the Norwegian translation of shipper (avlaster = Ablader) notwithstanding that the code uses "befrakter" (= Befrachter) to denote the person contracting with the carrier. At the same time the provision was also made applicable to charterparties. All this (which comes close to HGB § 564 b) produced certain difficulties, first, with respect to whom on the cargo side will be subject to this strict liability, and, second, because the charterer would not be in a position to insure his liability unless he obtained what would be more or less equivalent to a hull insurance on the ship.

was made clear that the strict liability for dangerous goods is a liability of the contracting party on the cargo side, viz. the person who in the code is called "befrakter" regardless of whether the contract is for affreightment or for carriage of goods. Secondly, the scope of the strict liability was restricted to carriage of general cargo. Thus, in cases of charterparties, the charterer is as a rule only liable for fault, but it is assumed that he is vicariously liable for the fault of the person delivering the goods to the ship (the shipper). These amendments were to some extent inspired by English law (being the model of HR Art.4 No. 6) where the liability for dangerous goods is one based on express or implied warranty, viz. a contractual liability, and where the courts have been reluctant to imply such a warranty into charterparties.

7. Scope of application of the Hague-Visby amendments

a) § 169 determines when the Hague-Visby amendments shall be applicable as mandatory law. It is designed to give full effect to the Hague-Visby Rules Art. 10 on scope of application. Any carriage subject thereto will be governed either by the Code or by the Hague-Visby legislation of another country in accordance with the mandatory choice of law rules contained in § 169. This is a complicated legal technic and I shall not go into details. Events have simplified the matter considerably. Until the 1968 Protocol enters into force only subparas 1 and 3 of § 169 are of practical importance. The main part of international carriage remains subject to the Bill of Lading Acts of the 1930's (the Hague Rules), see below b).

Subpara 1 governs coastal and inter-Scandinavian trade. The law of the country of loading shall apply mandatorily to all carriage on voyage basis, whether or not a Bill of Lading is issued.

Subpara 3 deals with B/L carriage to a Scandinavian country from a state not party to the Hague-Visby Rules. In order

to secure application of mandatory rules of liability, such carriage is made subject to the law of the country of destination, viz. the Scandinavian Code. However, it should be born in mind that the separate B/L statutes of the 1930's still are in force so as to govern any Bill of Lading issued in a Hague Rules state for carriage to a Scandinavian country. For instance, carriage from the Federal Republic to Norway will still be subject to the Hague Rules. But inward carriage from a state which is neither a Hague-Visby state nor a Hague Rules state will be governed by the Scandinavian Codes. In this context I should like to draw attention particularly to B/L Act § 9.

b) B/L Act § 9 now makes the Act applicable to any B/L issued in a Hague Rules state, of course, inter-Scandinavian trade always excepted. You may recall that originally the Act was applicable only to carriage to and from the country concerned. This was an unsatisfactory implementation of the Hague Rules Art. 10 which has the broader wording now found in the B/L Act § 9. For instance, prior to the recent amendment of this section a case concerning carriage from Sweden to the Federal Republic would, if tried by a Norwegian court, be outside the scope of the mandatory Hague Rules as enacted in Norway; thus freedom of contract prevailed and could be used for instance to provide for the application of Norwegian law. Now these and other loopholes have been closed and full effect is given to the Hague Rules Art. 10. Thus carriage Federal Republic of Germany/England would under Norwegian law be subject to the Hague Rules as required by our duty as contracting state.

As regards carriage subject to the B/L Act, the maritime codes may only be applied as supplementing source of law, § 9.2. Nevertheless, this is important because the code as revised by the Hague-Visby amendments solves questions not clearly answered by the Hague Rules and the B/L Acts. Consequently these amendments will also affect Hague Rules carriage. Here the important question is whether or not

will apply as mandatory law. This question is relevant for instance as regards the new provisions on the liability of the contracting and the actual carrier, the liability for inaccurate description of the goods, and the liability for delay. My submission is that the question is to be answered in the affirmative although no statutory provision directly say so.

In fact, the new provisions on the liability of contracting and actual carriers which I have dealt with previously, were adopted to remedy unsatisfactory decisions relating to the interpretation of B/L Acts. A clear intent on the part of the legislator to lay down a definite interpretation of the Hague Rules can be seen.

III.

1. The law of contracts for carriage of passengers: Tokyo Draft 1969 and the Athens Convention 1974.

As mentioned, in 1973-75 a new chapter 6 containing a quite complete codification of the law on contracts for carriage of passengers and their luggage, was inserted in the Scandinavian code. This chapter sets out the rights and duties of the parties under the contract and during the carriage in much the same manner as the chapter dealing with contracts of affreightment and carriage of goods. It also contains a section on the liability for personal injury to passengers and for damage to luggage. This section is based on the CMI 1969 Tokyo Draft, but certain important amendments were made to strengthen the legal position of the passenger. Whether or not due to foresight, the fact is that with some minor exceptions our new law correspond to the provisions of the Athens Convention 1974, even as regards the limits of liability. Again you may ask why such legislation was passed only a short time before the adoption of an international convention on the subject. The answer is that our previous law on passengers was regarded

as so unsatisfactory that amendments were urgently needed. The old law permitted the carrier to limit his liability for personal injury to approx. DM 10.000 per capita, and the liability for vehicles was governed by the Hague Rules and its £ 100 per unit limitation. Although the Athens Convention has been adopted, it still remains to be seen whether it will attract sufficient support, even among West-European states, to enter into force.

I should like to mention a few points where our law departs from the Tokyo Draft in order to provide better protection for the passengers.

2. Liability for delay and for damage to vehicles

Sect. 188 and 189 establish mandatory liability for loss resulting from delay in the carriage of the passenger or his luggage. It should be noted that the Athens Convention Art. 1(7) takes a much more restricted approach to this question.

Secondly, the liability for damage to vehicle is a presumed fault liability. The Tokyo Draft contained an exception for nautical fault, of the same type as the Hague Rules, but this provision was deleted for public policy reasons. Passengers frequently have incomplete insurance coverage for their vehicle.

3. Limits of liability. The revision of the 1957 Convention.

The limits of liability fixed in the Tokyo Draft were believed to be too low. The per capita limit for personal injury was raised from 500.000 to 700.000 Francs or DM 150.000 and for vehicles from 30.000 to 50.000 Francs or DM 10.000. Of course, the per capita limit adopted seemed to be quite inconsistent with the rules on global limitation of the 1957 Convention, and this has been one of the reasons for the Scandinavian attitude to the revision of that convention which was prepared by CMI adopting the Hamburg draft last year. The present limits may in many

cases be insufficient to compensate even a small number of casualties. This work is to be completed at diplomatic conference next year.

4. Scope of application

The mandatory liability applies to domestic trade as well as to carriage to or from a Scandinavian country. Thus the scope is somewhat narrower than that of the Athens Convention.

At present the Scandinavian countries seem to take a wait and see approach to the Athens Convention. Our law being almost identical, little is gained by ratification now. However, a more positive attitude may emerge if it can encourage other West-European countries to law reform on the basis of the Athens Convention.

IV.

The incorporation into the Codes of the Hague-Visby Rules and the revision of the law of carriage of passengers are evidences that a public policy for the protection of users' interests has attracted considerable support in recent years. The timing of these legislative measures as immediately preceding possible adoption of new international instruments in the fields of law concerned, also suggests a considerable reaction against the conservating effect of old international maritime conventions. The slow-moving international co-operation may from this angle be viewed as an obstacle to much needed modernization of the law and to appropriate re-evaluation of the balance of conflicting interests. For example, the limit of £ 100 of the Hague Rules should in 1968 have been £ 300 if its real value was to be preserved, but in the 1968 Protocol a limit of £ 240 was nevertheless adopted. Likewise, the limit of liability of the 1957 Convention is today one half in terms of real

the development in wholesalers' and retailers' price indexes.

The difficulties of achieving appropriate law reforms through concerted international actions constitute a threat to the preservation of the uniformity of the maritime law. The legislative measures adopted by the Scandinavian countries in the 1970's show this clearly and, apparently, other segments of the international community seem to be equally convinced of the need for law reform in the field of international community as a whole.

Notes

1. The subjects of movable oilriggs and permanent installations used in the exploration of natural resources on the continental shelf are currently studied in Scandinavian legal co-operation with the view of adding to the Maritime Codes a section codifying the rules of a private law nature to be applied thereto. It is expected that with some exceptions and modifications the provisions of the Codes will be given corresponding application to movable oilriggs.

2. Nordiske Domme i Sjøfartsanliggender.

3. These provisions will also be applicable in carriage subject to the separate Bill of Lading Statutes of 1930's, viz. to international Hague Rules trade, see below II(7) b.