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Recent Developments in the Law Relating to Maritime Safety and Environmental Protection+

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1. Introduction

The subject of my talk today is Recent developments in the Law relating to Maritime Safety and Environmental Protection. The title itself is an interesting reflection of how attitudes and policy have changed in recent years. I venture to suggest that until as recently as 30 years ago a talk on this subjects would have been of little interest. But gone are the days when ships could be constructed and operated to a standard of seaworthiness that failed to have regard to the environmental in which we all live. The watershed was probably 1969 when the tanker "Torrey Canyon" grounded off the south west coast of England which such disastrous consequences. Since then, environmental legislation, particularly in relation to oil pollution at sea, has been a growth industry for lawyers, diplomats and many others who have been involved in negotiating the myriads of bilateral, multilateral, an international agreements, conventions and laws that now exist. But for so long as there is a demand for oil and oil products, and for so long as these are carried by tankers at sea, there remains inherent danger of spillage on a major scale. And for so long as that remains the case, I suggest that the drive for "Safer Ships and Cleaner Seas" will continue.

It is no coincidence that this was the title of Lord Donaldson's report to the UK government

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following the grounding of tanker "Braer" off the Shetland Islands in January 1993[1].

2. Aim

Accordingly, my aim today, in the very limited time available, is to draw attention to just some of the recent developments in international law that are concerned with marine safety and environment protection. I will then , if I may, draw to your attention a few recent developments in English law which I think may be of some interest.

I do, of course, speak as an English lawyer.

3. International Legal Development

3.1 Marine safety

As I think you will readily understand, marine safety and environmental protection are now inextricably linked together. Nevertheless, I propose firstly to talk about recent developments which are essentially safety developments before talking of those which are essentially concerned with environmental protection.

3.1.1 The International Convention for Safety of Life at Sea 1974("SOLAS") together with the 1978 Protocol and subsequent amendments, is probably the most important agreements between states on the construction of ships in general, including damage stability, machinery and electrical equipment, also fire protection, detection and extinction. The SOLAS regulations specify requirements for items such as collision bulkheads, watertight decks, bilge pumps, and other essential items of equipment. SOLAS is regularly amended to take account of developments and the most recent amendment, which was agreed in 1992, came into force on 1st October last year. This includes amendments to fire and other safety measures on passenger ships, to electrical installations on oil tankers, to communications and other fire safety provisions.

3.1.2 In the area of ship construction there has, of course, been much debate on the merits of doubled hulled tankers. This is a debate which is almost entirely driven by environmental consideration. Whilst I do not propose to discuss the merits of double hulled vessels here, I would like to draw your attention to the requirements of the U.S. Oil pollution Act 1990 ("OPA 90") that all new tankers, if they are to trade into U.S waters, must now be constructed with double hulls and that all existing single hull tankers must be modified or phased out by the years 2015. OPA 90 does not allow for alternative designs. This contrasts with the requirements which have been agreed by other states working through the IMO and which permit any alternative to the double hull design which can offer the same level of protection against oil pollution in the event of collision or grounding. For example, the IMO has concluded that a mid-deck tanker is equivalent to a double hull tanker regarding overall oil outflow. The IMO has also introduced an inspection programme and has made provision for the phasing out or modification of existing tankers not later than 25 or 30 years after their date of delivery depending on the standard of construction when delivered.

3.1.3 A paper on maritime safety would not, I think, be complete without some reference to developments in relation to ro-ro vessels. September of this year marked the first anniversary of the sinking of the ferry *Estoinia* in Baltic waters with the loss of 850 lives. Since then, ro-ro vessel safety has featured prominently in the European news and also on the

agendas of the IMO and European maritime authorities. It is anticipated that the IMO will make major changes to the safety standards required if ro-ro passenger ships later this month when a conference to be held under the auspices of the IMO is to consider amendments to SOLAS. In his earlier proposals to the Marine Safety Council, the Secretary General of IMO listed a number of items which need particular attention These include

* the strength and watertightness of openings to the vehicle spaces, in particular bow and stern doors;
* increasing the survivability standards by the fitting of bulkheads;
* the evaluation of life saving appliances and onboard evacuation arrangements;
* the need to prepare operational guidelines for use in adverse weather conditions, given the size and type of the ro-ro ships concerned and their area of operation;
* onboard communication issues, in particular when ships are manned by multi-national crews carrying multi-national passengers; and
* revisiting the reporting of incidents concerning safety matters of ro-ro ships to the appropriate authorities and any action that the authority should take on receiving these reports.

The list was suggested by the Secretary-General only as a guideline, and he further said "As far as I am concerned, every aspect of ferry safety can add should be included. The doubts and concerns that have been expressed need to taken into account and proper reassurance given."

At that conference, it will be proposed that existing ro-ro passenger ships must be able to achieve the required survivability standard even if water accumulates in the car deck. The amount given is 0.5 cubic meters of water per square meter, although this figure has yet to be finalized. This volume may be decreased if a high-efficiency drainage system is installed on the ship and if the ship is operating in restricted waters where weather and sea conditions are less severe. Survivability requirements adjusted for vessels fitted with bow and stern door.

The draft regulations still make provision for the required survivability standards to be achieved by differing means. These include the installation of longitudinal bulkheads or transverse bulkheads on the car decks. standards regarding bulkheads are being developed by the IMO.

It is expected that the new requirements will be phased in over a period of years, and that those ships whose survivability characteristics are currently the highest will be allowed the longest period of grace. The dates for the new regulations taking effect have yet to be decided.

3.1.4 I have no doubt that the drive will continue, and should continue, towards designing and constructing vessels that are inherently safer to operate, whether they be vessels carrying huge bulk cargoes, ever greater numbers of containers or are tankers carrying highly valuable cargoes of crude oil or refined product. But the progress made in the design and construction of vessels is to no purpose if the companies that own and operate them are incompetent and the crews who sail them are poorly trained. It is said[2] that approximately 80% of shipping accidents are attributable to human error, in addition to which it seems generally to be accepted that the human element plays some part in virtually all accidents. And so it is not surprising that the focus at international level todays is very much aimed at

achieving improved standards of operation, improved managements systems and improved trainning, all with the intention of reducing maritime accidents. There will always be the unscrupulous owner or manager who compromises on safety aspects with a view to raising his operating margin. But for the great majority who are responsible there is an increasing recognition of the fact that if ships are operated to the highest standards, then everyone benefits - owners, characters, cargo pwners, crew, insurers, and last but not least, the world community generally because the danger to the environment is thereby reduced.

Without wishing to trespass unduly on the subject matter of speakers who will follow let me mention two recent developments in this regard at the international level.

3.1.5. First, there is the international Safety Management Code for the Safe Operation of Ships and for Pollution Prevention (the "ISM Code"). This is a code produced by the IMO. Having been adopted by resolution in November 1993 it has been incorporated, in May 1994, into Chapter XI of SOLAS and will thus, in due course, be of mandatory effect. The objectives of th ISM Code[3] are to ensure safety at sea, prevention of human injury or loss of life and avoidance of damage to the environment, if particular the marine environment, and to property. To achieve this, the ISM Code sets an international standard for the safe management and operation of ships and requires companies to document and implement clear procedures, standards and instructions in relation to safety management. The ISM Code has various references which clearly link together maritime safety and environmental protection, the two connected themes of my talk today. For example,

(a) all relevant companies[4] are required to develop, implement and maintain a Safety Management System ("the SMS") which includes a safety and environmental protection policy together with instructions and procedures to ensure the safe operation of ships and the protection of the environment;

(b) all relevant companies are required to develop plans for shipboard operations which have regard to the safety of the ships concerned and the prevention of pollution;

(c) the SMS is required to include procedures for reporting accidents etc "with the objective of improving safety and pollution prevention"; and finally

(d) All relevant companies are required to carry out internal safety audits to verify whether safety and pollution prevention activities comply with the SMS.

And so you will see that maritime safety and concern for the environment are here firmly linked together. The mandatory provisions of ISM Code will be phased in over a period of years. So far as concerns oil, chemical and gas tankers, also bulk carriers, of 500 grt and over, the operative date will be 1st July 1998. In the UK, the ISM Code has already been made the subject of a merchant shipping Notice by the Department of transport[5].

3.1.6 Secondly, let me draw attention to the fact that major amendments have now been agreed to the standard of training Certification and Watchkeeping Convention of 1978, often referred to as "the STCW Convention", and that these will be phased in over the next five years. These changes have become necessary because of the poor standard of training in some part of the world and the inability of companies and flag state authorities to look behind the certificates carried by officers and crew. There

will, of course, continue to be countries that supply seamen to the world's shipping industry who will lack the funds or political will to comply with the new amendments. But the step forward is that the IMO will in future have control over it's member states that can now be required to provide detailed information in relation to such matters as education and training, certification and implementation[6]. And there are also verification procedures which enable the authorities of one country to inspect the facilities of another so that the former can be satisfied that certificates issued by the later country are in fact worth the paper on which they are written.

These amendments have regard to the great change that have taken place in the shipping industry since 1978, including the continuous introduction of ever more advanced technology. The amendments also include the provision of minimum hours of rest for watchkeepers-a minimum of 10 hours in a 24 hour period taken in not more than two periods, one of which must be for 6 hours - and the requirement that all seamen tasked with safety and pollution prevention duties have received basic training before going to sea. So, again, we find the linking here between marine safety and environmental protection.

3.2 Environmental Protection

3.2.1 The principal convention is, of course, the International Convention for the Prevention of Pollution from ships 1973, as amended by 1978 Protocol("MARPOL 73/78"). This convention deals with pollution by oil, noxious liquids in bulk, dangerous substances in package form, sewage and garbage. Its sections on pollution by oil and noxious liquids are compulsory for all contracting parties. Other areas are, however, optional in the sense that states which are parties to the convention may opt out of them in respect of their own waters or in respect of ships flying their own flag. But MARPOL's aim is to achieve the complete elimination of international pollution of marine environment by oil and other harmful substances. It has been globally accepted. Recently, the IMO has for the first time drafted proposals to control air pollution. The proposal is to set a 5 per cent limit on sulphur emissions form ships. I understand that these proposals will likely be incorporated into MARPOL 73/78 by means of an annex.

3.2.2 Within the last year there has come into force a second IMO umbrella convention concerned with maritime pollution. This is the International Convention on Oil Pollution Preparedness Response and Co-operation("OPRC") which was adopted in November 1990 by a conference convened by IMO. This is concerned with cleaning up rather than the prevention of pollution. Its aim is to facilitate international co-operation and assistance in preparing for and responding to a major oil pollution incident and to encourage states to develope and maintain an adequate capability to deal with oil pollution emergencies. It is intended that the convention will extended to apply to hazardous and noxious substances. Indeed, it is perhaps somewhat surprising that this is not already the case. I say that because a convention on liability of operators of nuclear ships was, in fact, drawn up in 1962 but is not in force. That convention proposed that the operator of a nuclear ship would be absolutely liable for any nuclear damage on proof that such damage had been caused by a nuclear incident involving products on board the ship. The IMO have, however,

adopted a Code of Safety for Nuclear Merchant Ships and this provides an agreed safety guide for the construction, commissioning, operation and decommissioning of such ships. The Code acts as a supplement to SOLAS.

3.2.3 Let me also make mention of what is generally known as "the paris MOU", i.e the Paris Memorandum of Understanding on Port Sate Control. This was agreed by 14 states in 1982 and seeks to harmonies the means of checking that ships and their crews are complying with the requirements of international conventions regarding safety of life at sea and pollution prevention. The memorandum allows states to inspect vessels and if they or their crews do not meet international standards then the Port State has authority to detain the vessel. Statistics indicates that about 6 percent of vessels inspected are detained.

4. Developments in English Law

4.1 So much for developments in international law. Let me know turn to some recent developments in english law. You may ask yourselves why representatives of their Asian shipbuilding industry, and suppliers to that industry, should be interested in recent developments in English law. The answer, I suggest, is two fold: firstly that English law will continue to be in the forefront of the development of the law in the areas of maritime safety and environmental protection to which I have just been referring, and secondly, and perhaps more importantly, than many of the ships constructed in Asian yards are constructed pursuant to building contracts which are governed by English law.

Under English civil law, claims can be brought in contract and in tort and I will consider each in turn.

4.2 Contractual Claims

I want to draw to your attention just one recent but important development in English statute law which has somewhat changed the obligations of a seller of goods. This results from the coming into force on 3rd January 1995 of the Sale and Supply of Goods Act 1994("the 1994 Act"). The 1994 Act covers several areas but what is important for today's purpose concerns what a purchasers is now entitled to expect from the goods which he purchases. Under the Sale of Goods Act 1979("the 1979 Act"), albeit subject to the caveats that I will add in a minute, goods supplied had to be of what was somewhat inelegantly referred to as "merchantly quality".[7] That was rather archaic expression which many found difficult to understand and which sometimes permitted the delivery of sub-standard goods. The 1994 Act now requires that goods supplied must be of "satisfactory quality".[8] According to the 1994 Act, goods will be of satisfactory quality if they meet the standard that a resonable person would regard as satisfactory taking account of any description of the goods, the price(if relevant) and all other relevant circumstances. By way of guidance as to what this expression means, the 1994 Act specifically refers to such features as appearances, freedom from defects, fitness for the purpose for which the goods concerned are normally supplied and most importantly for today's purposes, safety.

That is the essence of the change in the law. But I mentioned just now certain caveats. I simply want to make clear the extent to which, in reality, this change is likely to affect shipbuilding contracts which are subject to

English law. The provisions of the 1994 Act to which I have just referred are by way of amendment to the relevant provisions of the 1979 Act. Accordingly, it is still the case in relation to a consumer sale i.e. a sale in which the goods sold are purchased for private use or consumption by a person who does not buy in the course of business, that such provisions cannot be excluded, even by agreement.

However, in the case of a non-consumer sale, which will included the sale of a new building vessel by a yard to a purchaser, these provisions can be excluded by a term in the contract provided that it is reasonable i.e. it is fair and reasonable in all circumstances which were or ought to have been known to or in the contemplation of the parties when the contract was made. But perhaps more importantly for the shipbuilding industry, in the case of an international contract i.e. a contract between parties whose places of business are in different states, the parties can by agreement vary or negative the implied term as to satisfactory quality whether or not the agreement to do so passes the test of reasonableness.

Safety is now, therefore, under English law one of the particular matters in a contract of sale by which the suppliers' obligations as to satisfactory quality will be judged. It remains the case, however, that if a shipbuilding yard wishes to exclude the implied obligation to produce a vessel of satisfactory quality it can do so provided that express agreement of this effect is included in the contract. In the absence of such an excluding provision, the buyer will continue to have the right not only to claim damages but also to rejects the vessel unless, as is now provided for by Section 15A of the 1979 Act, the breach complained of i.e. that the vessel is not of satisfactory quality, is so slight that it would be unreasonable for the purchaser to do so.

4.3 Claims in tort

What about claims in tort? The word "tort" basically means "wrong". The law of tort is therefore concerned with non-contractual civil wrongs, the most common of which is the tort of negligence. In order for a claim to be pursued in negligence, it is necessary for the Plaintiff to satisfy certain requirements. These are principally that the loss complained off was foreseeable, that the relationship between the parties concerned was sufficiently close, that the Defendants owed a duty of care to the Plaintiffs and that the loss complained off can be said to have arisen from a breach of that duty of care. The last mentioned requirement is concerned with the important concept of "causation" a matter to which I will return in a minute.

There has recently been an important judgment given by the House of Lords, the final Appellate Court in the UK, in relation to a classification society's liability in tort to an owner of cargo allegedly lost due to the classification society's negligence in carrying out a survey on the carrying vessel which had sustained cracking to her hull. This was the case of the *"Nicholas H"*[9]

The brief fact of that case were that Marc Rich were the owner of a cargo of zinc and lead worth approximately US$6 million. The vessel had loaded in Peru and Chile and was bound for ports in Italy and the USSR. During the course of the voyage a crack was found to have developed in her hull and she anchored off Puerto Rico where further cracks developed. NKK, the classification society, was asked by the master to inspect the vessel. Initially the

surveyor recommended that permanent repairs be carried out but later changed his mind (no doubt under pressure from the Master/Owners) and the vessel was permitted to sail having carried out temporary repairs. The day after the vessel sailed cracks developed in the welding in way of the temporary repairs and 6 days later the vessel sank with all her cargo. Marc Rich settled their claim against the owners whose liability was limited to US$ 500,000, but then sought recovery of the balance from NKK. It was alleged that NKK had been negligent in approving temporary repairs and that this was causative of vessel sinking.

In the high court, it was held that NKK did owe a duty of care to the cargo owners, but this decision was overturned by the court of appeal. Cargo owners then appealed to the House of Lords who rejected the appeal(Lord Lloyd dissenting). The principal judgment in the House of Lords was given by Lord Steyn, with whom Lords Keith, Jauncey and Browne-Wilkinson agreed. In relation to the four ingredients that I have just mentioned, the provision was this.

(a) The parties had agreed that it was foreseeable that lack of care by NKK was likely to expose the Plaintiffs' to physical damage.

(b) The court was prepared to assume that a sufficient degree of proximity existed between the cargo owner and NKK.

(c) It has also been agreed that the loss of the vessel and cargo was the result of the carelessness of the NKK surveyor, firstly in reversing the initial recommendation in favour of immediate permanent repairs had been carried out and, secondly, in failing to ensure that the temporary repairs that were carried out were such as to ensure that the vessel was in a fit condition to complete the voyage.

(d) Accordingly, the Court was really concerned only with the question of whether any duty of care was owed by NKK to the cargo owners. It was held that no such duty was owed for the following reasons.

(i) Firstly, Lord Steyn said that it would be unfair, unjust and unreasonable to impose upon the classification society a duty of care to cargo interests because of knock-on effect this would have on ship owners and on the existing system of international trade. It was recognised that, as things stood, cargo owners generally have a cause of action against carriers when cargo is lost or damaged but that the carrier is entitled to limit his liability, either under the Hague or Hague-Visby Rules or in accordance with tonnage limitation provisions. It was felt that if cargo interests were to be permitted to seek recovery from a classification society that enjoyed no limitation entitlement, the result would be that classification society would need, in order to protect themselves, to obtain from shipowners an agreement to indemnify them for any (unlimited) amount for which they might become liable and/or to obtain sufficient insurance, the cost of which would no doubt be passed on to the owners of vessels surveyed by them.

(ii) Secondly, it was said that for the way to be opened for classification societies to be made liable to cargo interests would encourage classification societies to adopt "a more defensive position" than is consistent with their traditional role, namely that of promoting the safety of lives and ships at sea, and generally to serve the public interest in this regard.

(iii) Thirdly, it was felt that to find that a duty of care existed in this particular case might then lead to such a duty being extended to annual surveys, special surveys etc with the

risk that classification societies would, on occasions, be unwilling to survey the very vessels that most urgently required independent examination.

I suggest that the decision in the *"Nicholas H"* case should be viewed in terms only of the factual circumstances with which the Court was concerned. It would be wrong to assume from this case that in no circumstances will a classification society be liable in tort for the negligent performance of any survey in any circumstance. Is there, however, anything that the shipbuilding industry might learn from this case with regard to the relationship, under English law which exists between yards and the classification societies with which they so closely work ? More particularly, does the decision provide any encouragement for believing that a yard that builds a vessel will be able to recover from the classification involved any damages which the yard might be found liable to pay to the owing company for breach of the shipbuilding contract ?

I have to say that I can find no encouragement in this recent House of Lords judgement to suggest that they would be able to do so. I say that principally having regard to the question of causation, quite aside from whether the other necessary ingredients for tortious liability to exist might be satisfied. In short, can it in such circumstances be said that a breach of the duty of care, assuming exists, owed by a classification society to the building yard is causative e.g of the vessel's hull cracking ? The answer I think would that the yard, and the yard alone, remains responsible for the safe and sound construction of the vessel, that the cause of cracks appearing would in such circumstances be likely to be attributed to the negligent construction of the vessel by the yard and that the classification society would, therefore, be found to have no third party liability to the yard. Having said that, it is perhaps worth pausing for a minute to question why a classification society should not be in the same position in relation to tort liability as other third parties whose negligent performance of their obligations may be causative of loss to cargo owners, e.g stevedores[10]. Indeed, in his forceful and well argued dissenting judgement in the *Nicholas H* Lord Lloyd posed exactly that question and, in broad terms, expressed the view that simply because the classification was a non-profit making body and that an exposure to liability might make them more cautious was nothing to the point as to whether they should be exposed to tortious liability.

The fact of the matter is that so far as insurers are concerned, there has in recent years been a movement away from sole reliance upon their own condition surveys and in the hull market there was introduced in December 1991, by the Joint Hull Committee of Lloyd's Underwriters, the Structural Condition Surveys JH722, carried out by the Salvage Association. But it is interesting to note that under the new Institute Time Clauses, Hulls which became effective yesterday, there is now an express duty imposed[11] upon the insured party when cover incepts and throughout the period of cover to ensure that the vessel is classed with a classification society agreed by underwriters, for breach of which underwriters will be discharged from liability.

Whatever maybe the effects of these measures upon who has liability these are all measures which are, of course, directed towards improving safety at sea.

4.4 Salvors and the Environment

Finally, let me say a word about a recent decision of the High Court in London which has caused some consternation in the salvage industry. This is the case of the "Nagasaki Spirit"[12], a tanker which collided with a container vessel in the Malacca Straits in September 1992 and which the subject of salvage services provided by Semco Salvage, of Singapore, on the terms of LOF 90[13]. As you may know, LOF 90 incorporates, inter alia, Articles 13 and 14 of the International Salvage Convention 1989-to which effect was, incidently, given under English law with effect from 1st January 1995 by the Merchant Shipping(Salvage & Pollution) Act 1994 the part of the judgement that has caused concern in some quarters relates to the meaning attributed to the words "a fair rate" as they appear in Article 14.3. Article 14, of course, provides for slavors to receive "special compensation" in certain circumstances where there is the prospect of damage the environment, whether from the bunkers of the vessel being salved or from her cargo. Where there has been a threat of environmental damage (and certain other factors are satisfied) the salvor is entitled to special compensation from the owners of the vessel, which is the subject of the salvage services, equivalent to the salvors' expenses as defined in Articles 14.3 i.e reasonably incurred out of pocket expenses and "a fair rate" for the equipment and personnel actually and reasonably used, taking into account certain criteria mentioned in Article 13 merely the prompts of the services plus their state of readiness, efficiency and value i.e the award of special compensation includes both direct and indirect costs.

If there is not only the threat of environmental damage but this has actually been prevented or minimized by the salvage operations, then under Article 14.2 the value of the expenses recoverable may be increased by 30% or, in special circumstances, by up to 100%. The particular question is where "a fair rate " should include any element of profit(as had been included by the original salvage arbitrator but disallowed by the appeal arbitrator). The judgment of the High Court was "no". Thus, for professional salvors the costs recoverable in relation to their maintenance of salvage tugs etc is based upon the actual daily cost notwithstanding, as the judge acknowledged, that for a salvor who charters in tugs for particular job, this will involve an element of profit for the owner of those tugs. So why the salvage industry asks, should not the professional salvor likewise receive a profit element? The answer is that what the court has simply done is to give effect to what it considers to be provided for in LOF 90. The danger, of course, is that if salvors are not to be sufficiently rewarded for the considerable costs of maintaining salvage tugs and equipment on station, the professional salvage industry will shrink even further than it has done already. The alternative may be that salvors will begin to look for alternative terms on which to provide salvage services to those contained in the Lloyd's open forms. Indeed, early last month the Chairman of Sembawang, which owns Semco(the company that provided the salvage services to the *"Nagasaki Spirit"*) was warning in London of the grave concern that exists as a result of this decision. There is clearly a considerable amount of dissatisfaction with this award amongst the ranks of professional salvors and it will be interesting to see over the coming months how matters develop. But one thing is certain: If professional salvors are not properly

remunerated this can only be to the detriment of environment.

5. Summary

I hope that in the limited allotted to me today I managed to draw to your attention just some of the recent legal developments relating to international maritime safety and environmental protection which are of importance. Whether we talk of marine safety and environmental protection or more simply, of safer ships and cleaner seas, none of us should be in any doubt the ever increasing pressure that is going to be placed upon the shipping industry to achieve the objectives to which those expressions refer.

References

[1] "Safer Ships, Cleaner Seas" - Report
[2] See, for example, paragraph 4, UK merchant Shipping Notice No. M.1616.
[3] See paragraph 1.2.1 of the annex to IMO Regulation A.741(18) adopted 4th November 1993.
[4] As defined as paragraph 1.1.2 of he same annex - see Note 3 ants
[5] Merchant Shipping Notice No. M.1616
[6] Chapter 1, Regulation 7
[7] Section 14
[8] Section 1
[9] Marc Rich & Co.A.G. and others v. Biahop Rock Marine Co. Ltd. and others("The Nicholas H") [1991]3 Alt ER. 307
[10] See Wilson-v-Darling Island Stevedoring and Lighterage Company Ltd. [1956] Lloys's Law Report 346 [In the High Court of Australia]
[11] See Clause 4
[12] Semco Salvage and Marine Ltd, and others [1995] 2 Lloys's Law Report 44
[13] Lloyd's Standard Form of Salvage Agreement, 1990