

Shallow Waters and Deep Pockets The Legal Liabilities of the Hydrographer

Richard Shaw Solicitor, Consultant to Messrs Shaw and Croft, London, Senior Research Fellow - University of Southampton Institute of Maritime Law¹



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Mapping and Hydrography have traditionally been regarded as the domain of government, and predominantly a military domain. Even today the possession of a map of the quality and detail which we in Britain take for granted in those prepared by the Ordnance Survey would be regarded in some countries as a treasonable offence. There is no doubt that hydrography is a discipline quite distinct from cartography - in most cases the cartographer can see what he is mapping, whereas the hydrographer cannot - but there are, I believe, many common features.

Happily in the UK the Royal Navy and the Merchant Navy, despite friendly rivalry in some sectors, have always collaborated closely in the sharing of hydrographic information. When I first started practice as a solicitor specialising in Admiralty Law, a term which derives from its historical origins in the jurisdiction of the Lord High Admiral in the times of Henry VIII but has no military connotation today, it was common to find that the latest Admiralty Chart of many parts of the world was a black and white engraving based on surveys carried out in the first half of the 19th century by frigate captains enjoying the privileges of independent command under sail.

Today's Admiralty Chart is multi-coloured, perhaps a little easier to read in low light, and the navigational warnings are printed in magenta ink - the better to catch the eye of the navigating officer, whose attention levels may not be what they were when the black and white engraved charts were first prepared. No doubt this is progress, although the quality of the information on the black and white charts was of a very high order, and the sketches of shore features which decorated their periphery often added greater clarity to the navigator than do the photographs in today's Sailing Directions.

What has propelled these changes? Could it be a combination of improving technology, which supplies the hydrographer with a huge quantity of information from which he must sift the significant details, or the declining skills of navigating officers, or the threat of litigation?

The threat of litigation has changed many aspects of our life in the last quarter century. The lawyer working on a 'contingency fee', who takes a proportion of the mon-

eyes recovered by him for his client in lieu of a fee, was until recently a feature of the US legal system alone. In England the 'conditional fee agreement' is now a fact of life, and this is also true, I believe, in other European jurisdictions. This is not the place to debate the merits and demerits of such a system, but it must be acknowledged that it does lead to a more widespread threat of litigation against the providers of goods and services by those who believe themselves to have been injured as a result of carelessness in the provision of those goods and services.

The fact that many national hydrographic services have of late been 'privatised' should not of itself affect this question, although the fact that any claims, or the cost of insuring against them, must come out of a budget which also has to cover the huge costs of the hydrographic surveys necessary to prepare accurate charts, must have some bearing on the issue. The evolution of the British Hydrographic Service into a Trading Fund Agency has certainly not affected the quality of its products, and to date has not led to a rash of claims by the owners of ships which have run aground. I think it means that they have their own profit centres, their own Chief Executive Officer and that they are more modern in their outlook. Indeed I have not in my research for the preparation of this paper found a single decision of the English Courts in which the Hydrographer of the Navy or the Admiralty has been held legally liable for the publication of a chart which was incorrect or inaccurate.

That brings us to what is the main thrust of this paper. Of course lawyers have in this modern world penetrated just about everywhere. I take pride in the fact that maritime lawyers generally, with one or two exceptions, concentrate on solving problems rather than creating them. We do not, at the moment, have maritime lawyers who work on a contingency fee basis, except possibly in the personal injury field. But certainly casualty investigation is dealt with by lawyers who, to my personal knowledge, all have extremely high standards.

However, as Hydrographic Offices around the world become privatised I suspect that we shall see more and more claims made against them. I propose therefore to look at the relevant legal principles and some decided cases in related areas from which we may be able to find some guidance.

I will not now go further into what privatisation means. It is essentially an economic concept, and what that does mean of course is that Hydrographic Offices are becoming more defined as profit centres. They have independent management and therefore the focus will be more on them if things go wrong. Things will invariably go wrong. The sea has a way of seeking out our weaknesses, as the Master of the 'TORREY CANYON' discovered only too painfully.

If you think that the perfect chart has been evolved, or the perfect legal system, or the perfect collision avoidance system, remember that the ability of the human being to make silly mistakes remains constant, and the future for the legal profession bright.

Let us look a little bit at the way in which the law may become involved in the relationship between a national hydrographic organisation and the private sector. I am conscious that this is a two-way track. On the one hand there is the supply by the private sector of sophisticated sonar equipment, frequently developed by the private sector on their own initiatives, sometimes with government money, to supply the survey ships which are still part, in England at least, of the Royal Navy. I think that I am right in saying now that our survey teams are indeed trained as warfare officers as well, and that the survey ships are now painted grey rather than white. They have been more integrated into the fighting service.

But they still do what is essentially a peacetime job. So we have contracts between suppliers to the Hydrographic Service of equipment, and of survey ships as well. They are built by private ship building yards of which we still have a few in England although the number is declining. Then on the other side there is the supply of hydrographic information by Hydrographic Offices to private organisations which are now marketing that information. British Admiralty Charts remain some of the best in the world. There are some very fine charts produced by other National Hydrographic Services, although there are, I am informed, only three Hydrographic Services which provide world wide cover in the way that the British

Admiralty does. I read a report in which it says that over 60% of merchant ships rely on Admiralty charts.² We now, however, have electronic charts, and the Hydrographic data acquired usually as part of the public sector exercise is now being handed over for commercial exploitation by private sector organisations. The International Hydrographic Organisation (IHO) has, after some years of debate, agreed an electronic standard, known as the Electronic Navigational Chart (ENC), which will be the chart that sits in the Electronic Chart Display and Information System (ECDIS). Initially, however, the British Admiralty is publishing the electronic Raster Chart Service (ARCS) basically electronic copies of existing paper charts, which have received regulatory acceptance by the International Maritime Organisation (IMO) for interim use in ECDIS, subject to certain conditions, while wider ENC coverage is awaited.

The IHO has also developed a standard contract in order to harmonise the supply of hydrographic information to private sector organisations making use of that information for commercial purposes. It is a very interesting contract.³ Like any document produced by an international body it shows the signs of many compromises. I will only highlight two particular areas: The key objective of this agreement is a non-exclusive licence granted to the licensee, to use the licensed hydrographic information in the derived products which are those developed by the user, the private sector organisation.

Interestingly, the Agreement contains a reference to a dispute resolution mechanism, but only as a clause which has to be added - either arbitration or the use of national courts - according to the national circumstances. A jurisdiction for dispute resolution should certainly be agreed. I can only endorse that recommendation as extremely important. It is surprising how many times one comes across charterparties and other maritime contracts where the jurisdiction clause has either been overlooked or added carelessly, and when problems then arise the legal profession makes money.

One of the other particularly interesting aspects of this agreement is Schedule IV, which refers to the Content of Acknowledgements and Warnings. This is perhaps a sign of the lawyers' penetration into common sense business.

There are many such warnings on published charts, and in this paper I will cite only two, which appear on charts intended for use by yachtsmen⁴ published by a company called Imray, Lawrie, Norrie and Wilson. This company has been producing charts for yachtsmen for many years using information obtained from the British Hydrographic Service. On one such chart in my possession is the following warning:

"Care is needed when using any electronic position finding equipment (Loran, Transit and GPS) because most of the original surveys for charts were made in the 19th century using celestial methods to determine latitude and longitude.

Subsequent observations have revealed substantial errors up to one minute of longitude in some cases. While the real latitude and longitude may be known to within 100 metres in the case of GPS, the chart that is plotted on may contain larger errors. Considerable caution needs to be exercised when navigating in the vicinity of land and dangers to navigation."

It is quite clear that using charts now based on the surveys of those 19th century navigators matched against GPS is creating problems. Therefore considerable caution needs to be exercised when navigating in the vicinity of land and dangers to navigation. It could be said that the final sentence at the end is a statement of the obvious.⁵ Does not every navigator have to exercise considerable caution when navigating in the vicinity of land and dangers to navigation? Perhaps that warning tucked in the corner of a chart was a wise precaution to protect the publishers and hydrographers against claims by aggressive yachtsmen who just happen to be lawyers.

Here is another warning by way of comparison. This is one from an Imray chart of Greek and Turkish waters, but it appears to be included with the aim of protecting the Hellenic Navy Hydrographic service.

WARNING *The Hellenic Navy Hydrographic Service has not verified the information in this product and*

does not accept any liability for the accuracy of reproduction or any modifications made thereafter. The Hellenic Navy Hydrographic Service does not warrant that this product satisfies national or international regulations regarding the use of appropriate products for navigation.

As I read it, this warning does not mean that the Hydrographic Service of Greece has not checked the accuracy of its own observations, but that they have not checked the Imray charts after they were published. This again is a protective clause intended to be used as a defence to claims against Hydrographic services.

My last such citation is from a pilot book published by Imray Lawrie which I thought was rather well worded. I am a great believer in exclusion clauses making common sense. It is certainly true that Judges do not like them, and if they can find a way of interpreting them against the interests of the party seeking to shelter behind such a clause they will do so.⁶ A wording which actually runs something like: "The laws of common sense apply here, and we really cannot control the circumstances in which our product is being used," although it may not get the you off the hook every time, is likely to offer you better protection than some elaborate, long phrase full of 'heretofores' and 'wheretofores'.

This wording reads:

"CAUTION Every effort has been taken to ensure the accuracy of this book. It contains selected information, and thus is not definitive and does not include all known information on the subject in hand; this is particularly relevant to the plans, which should not be used for navigation.

The author and publisher believe its selection is a useful aid to prudent navigation, but the safety of a vessel depends ultimately on the judgement of the navigator, who should assess all information, published or unpublished, available to him."

You may call that a statement of the obvious⁷ but I actually think that it is a rather stronger and better phrase.

Professional indemnity insurance, legal liability insurance, is now a fact of life. Until now it has been government policy, certainly in the British government, not to buy insurance for anything. Certainly most private sector organisations do have legal liability cover. That is one way of protecting yourselves against the threat of being sued. We lawyers have to buy that cover and it is pretty expensive. The cost depends very much on the activity in question, and of course on some evaluation of the likelihood of being sued, which is the main subject of this paper.

I called this paper 'Shallow Waters and Deep Pockets'. The deep pocket factor is an important element in the assessment of litigation risks, and of course governments represent the deepest pocket of all. In the United States, the insurance industry is always being attacked as the deep pocket element. We also find it, for example, in the work being done in the International Oil Pollution Compensation Fund, where virtually unlimited funds, up to 135 Million Special Drawing Rights, are available to meet oil pollution damage claims. There is no doubt that when you make available a fund as large as that, there are many claimants, and their lawyers, who use that as a target to see if they can get the claims up to that level.

The more serious aspect of this point is to urge you to think about the people you are doing business with. Of course we all think that the people we all do business with are splendid trustworthy people with a good strong hand-shake, and who will stand by their legal obligations. Everybody thinks that at the beginning. The fact that the legal profession flourishes shows that in a significant proportion of cases that optimism was ill-founded. The Baltic Exchange, the international market place for chartering of merchant ships, has an important phrase which they recommend to all of their members; 'Check before fixing'. That means look carefully at the company with whom you are proposing to do business. In the international world, I am afraid that there are many companies which are a little more than a brass plate in a 'tax haven', and/or a place where it is less easy to attach assets.

Many readers are aware of what is called 'the one-ship company'. It is possible in pursuing a legal claim, to attach the ship in respect of which the claim arose. That has been a position for centuries. In 1952,

an international legal convention⁸ revised the law and provided that a maritime claimant can attach not only that ship but also a ship in the same ownership, often called a 'sister ship'. What happened? Ship owners all over the world then decided, no doubt on good legal advice, to put each of their vessels into a separate company – a one-ship company. The result of that arrangement is that it is much more difficult to attach a ship other than that in respect of which the claim arose. In other words to attach ship A, owned by company B for a debt, or damage or tort done by ship C owned by company D. Needless to say, ship owners do go to a lot of trouble to blur the edges of these companies and make it quite hard to bridge those gaps. So message number one is a strikingly obviously one, but don't forget it. If you are in a government procurement agency look at the people you are doing business with. The 'QUEEN ELIZABETH 2' (the QE2) is owned by a one ship company. Certainly Cunard is in the background, but if you look them up in the Lloyd's Register of Shipowners, you will find that each of their vessels is owned by a separate company. Remember also Rolls Royce, one of the most prestigious names in the British motor industry and also a builder of jet engines, but as Macdonell Douglas discovered when they specified Rolls Royce engines in the 'Tristar', Rolls Royce could be made bankrupt too. Many people believed that Rover/British Leyland was going to last forever, but recent events have suggested otherwise.

So again, look carefully at the people you are doing business with. If necessary ask for a parent company guarantee, a letter of comfort, or some form of acknowledgement that not only the subsidiary who is going to be the supplier of the goods or services will be liable for the consequences of the arrangement, but also that the parent company will stand behind the subsidiary.

It is often quite a useful test - a good sounding of the depth of the water - because if the response is "Of course you can have a parent company guarantee; no problem with that..." - then you probably do not need it in the first place. If, however, the response to your request is: "Well, that's going to be difficult, and I might have to get the chief executive's approval and no doubt he will want legal advice..." that should sound a warning. You may then be wise to put to your contracting partner - "We are talking about serious money here. Let's make sure that there is somebody to back up those obligations."

Let us remember also that the obligations set out in the admirable IHO contract do contain indemnities to cover the event of the information supplied by a Hydrographic Office to a private sector contractor being misused, or if there is breach of the licensing agreement. What is the value of that indemnity if the defaulting user has ceased to exist?

Negligence Claims against Hydrographers

What is negligence? In this section I will discuss claims in tort, not claims arising out of a contract. In English Law we say that it is a breach of a legally recognised 'duty of care'. We say that a person owes a duty to his neighbour not to take action which can be reasonably foreseen as likely to cause cause that neighbour injury, so that the neighbour who suffers that injury will have a legal right of recovery of damages for negligence. A claim for damages for negligence requires the proof of the existence of a pre-existing duty of care and proof that the damages claimed result from a breach of that duty.⁹ To put it another way, you have to be under the umbrella of the obligations of the defendant party. This concept is recognised in all the legal systems where the common law is applied, including Australia, and New Zealand, and also in Canada although they have a wonderful mix of the common and civil law. In France and the other civil law countries, there is the concept of 'delit' which is the same thing as our tort and is also a breach of a recognised duty of care.

In a number of recent cases, we have seen the courts in several countries using this question 'was there a duty of care owed?' in order to decide whether or not to allow a claim for negligence against a public body. The remainder of this paper will consider the incidence of such legal proceedings.

The Coast Guard

The first case concerned H.M. Coast Guard.¹⁰ It is useful, I believe, to look at these parallel organisations because they are, like the Hydrographic Office, public bodies. This was a sad story involving a casualty in Lyme Bay off the South coast of England in which a group of school children with some adventure centre instructors, went out in canoes and got into trouble. The Coast Guard came out and searched for them, and, as it was proven afterwards, searched in the wrong place. Some of the children and one instructor lost their lives. The adventure centre was sued and found liable, and attempted to join the Coast Guard as a co-defendant.

However the Court decided that, while the Coast Guards' job may involve discharge of certain public duties such as co-ordination of search and rescue, the performance of such duties did not give rise to an enforceable duty of care owed to members of the public at large. Perhaps putting it another way the Court was saying that if the Coast Guard are out there doing search and rescue activities, they should not need to be constantly on the phone to their legal department; they should be out there actually trying to find and rescue those in distress.

Fire Brigades

The Fire Brigades have had a tougher time. There have been a couple of cases, one a very interesting story involving a firework display on the River Thames to celebrate the anniversary of the Battle of Britain.¹¹ A firework fell into a barge, which was moored on the Thames and which caused some debris in that barge to smoulder and catch fire. The fire brigade in a fire launch went to the scene and succeeded in putting the fire out... or so they thought. In fact, it was later held, they negligently failed to ensure that the fire was completely extinguished. It later burst out again and spread to another, rather more valuable vessel moored along side¹² The Court held that the Fire Authority, although they are not under a legally enforceable obligation to the owner of property on fire or in danger from fire to respond to a call for fire fighting assistance, they do owe a recognised duty of care in the discharge of fire fighting activities. The fire officer acknowledged very honestly in the witness box that if he had looked more carefully he ought to have been able to have found the smouldering material which ultimately re-ignited. So the courts in England are saying that Fire Brigades do owe a duty of care to the public to conduct their fire fighting operations with reasonable care. In another case involving fire fighting¹³ in which a fire officer negligently switched off a sprinkler system in the course of fighting a fire, and that actually caused the fire to spread more quickly, again the Fire Brigade was held legally liable for the consequences.

Classification Societies

Ship Classification Societies have had a slightly better time. They are rather unusual organisations; they are not commercial; they are private, not public bodies. Some of them, including Lloyds Register of Shipping, are actually private charities. In three recent cases it has been held that they do not owe a general legal duty of care to passengers and cargo owners; in other words they are not insurers of the last resort. In the UK, the case of the 'NICHOLAS H'¹⁴ went all the way up to the House of Lords, where it was held that a classification society, whose surveyor negligently issued a temporary certificate of seaworthiness shortly after which the vessel sank, did not owe a legally recognised duty of care to the owners of the cargo on board her when she sank. The two other cases were decided in the United States. The 'SUNDANCER'¹⁵ and the 'SCANDINAVIAN STAR' both concerned casualties on passenger ships whose safety certificates were in each case, it was alleged, negligently issued by a classification society. In each case the claims failed on the grounds that there was not a general duty of care owed by the classification society to all potential victims of a negligently issued certificate. If nothing else these cases are proof that American courts do not always judge in favour of the plaintiff.

The next case concerns the grounding of the passenger liner 'QUEEN ELIZABETH 2' in Vineyard Sound between Nantucket and Martha's Vineyard on a reef that had, it was alleged, been negligently charted. It was ultimately found out that the main cause was 'squat'. As she accelerated to her normal cruising speed of some 28

knots, this caused her to drop her down in the water by approximately 3 metres and she hit a reef marked on the relevant chart as having 39 feet of water over it whereas in fact there was only 34 feet. Her draft stationary in still water was 32 feet.

At first instance the Court held¹⁶ that the error on the chart was not the result of negligence by the US Hydrographic Office (now called NOAA) since the survey of the area in question, which was carried out in 1939, was conducted in accordance with the state of the art at that time, and that given the size of the ships using Vineyard Sound and the available resources, there was no pressing need for NOAA to carry out a new survey. The Judge also decided that, even if there had been negligence on the part of NOAA, Cunard could not recover because the error was not the proximate cause of the grounding, in that the navigating officers and pilot did not rely on the defective sounding in fixing the course which eventually took the ship aground.

The U.S. Court of Appeals for the Second Circuit¹⁷ affirmed the judge's decision on the second ground alone without expressing any view on the first, which must, though decisive of the case, be a matter of regret for those concerned with the future of this area of the law.

The most worrying case of all is the last one: the 'TSESIS' was a decision of the Courts of Sweden. On 26th October 1977 this Russian tanker, while navigating a marked channel in the Swedish archipelago with a pilot on board, struck a rock which was marked in the wrong place on the relevant chart. After a variety of decisions in the lower courts, the Swedish Supreme Court held that the Swedish Hydrographic Office was legally liable for the consequences, including the damage caused to the ship. The relevant part of the report reads (in translation);

The Supreme Court also dealt with the matter of whether the officer in charge of the survey of 1969 had been negligent or not. The Supreme Court stated that the estimate of the depth and of the position of the rock was based on uncertain data. All soundings are uncertain to some extent. The officer in charge must have known this. Having found a rock so close to the ten metre contour on the chart, he should have reported it to his superiors and to the local pilot station. Before starting his surveys in 1969 he had received a written instruction to report all newly-found dangerous shoals. His failure to do so was in contravention of his instructions. The Supreme Court stated that failure to follow the instructions in itself did not constitute a tort. The instructions were, however, an expression of the purpose of the hydrographic survey. The purpose is to safeguard the safety of navigation. In conclusion the Supreme Court found negligence with the officer in charge for whom the Administration has to answer. The Supreme Court did not, however, find any fault with the organisation of the work in the Hydrographic Department.

The Court also held that the defective chart was a defence by the owner (and the owners insurance company) to liability for all the substantial pollution clean-up costs, which the Swedish government was seeking to recover through the normal legal channels. The relevant provision is Article III .2.c of the 1969 Civil Liability Convention (CLC)¹⁸ which provides:

2. No liability for pollution damage [for which the ship owner is otherwise strictly liable] shall attach to the owner if he proves that the damage:.....

c. was caused by the negligence or other wrongful act of any government or other authority responsible for the maintenance of lights or other navigational aids in the exercise of that function.

Opinions were divided in the Supreme Court as to whether a nautical chart was a 'navigational aid' within the meaning of Article III.2.c, and the matter was finally decided by the prevailing opinion of the chairman of the court and two other members, against the dissenting views of the three other members of the Court, that nautical charts are 'navigational aids' and that the activity of the Hydrographic Department to correct existing nautical charts is to be classified as 'maintenance' in the sense in which this word is used in the convention.

The case of the 'TSESIS' would appear to be the only case which the writer has been able to locate in his research where a Hydrographic Office was held legally liable for the consequences of a defective marking on a chart.

The Way Ahead

What is the way ahead for the potential liabilities of Hydrographic Organisations? When it comes to contract, I am going to say contract prudently, contract with the right people and contract on the right terms. Remember to include a jurisdiction clause, possibly arbitration which some people think is quicker and cheaper, for the resolution of disputes.

However, in the world of legal liabilities, I have no words of comfort. As claimants the world over, and their lawyers, become more aggressive they will be looking for ways of recovering damages from those with deep pockets, and I suggest that that is going to mean the Hydrographic Offices, where a marine casualty results directly from a proven deficiency in the survey system.

'System' is a word which is, I think, rather important in this context, and it may be that we can gain some guidance for the future from the entry into force of the ISM Code.¹⁹ This is, I believe, one of the great achievements of the IMO, but it is important to remember that the ISM Code is a document which is written in straightforward common sense English.²⁰ It is written by navigators for navigators. The essence of the ISM Code is think first, then act, and record what you have done. Keep good communications between the hydrographer in the field and the Headquarters of the Hydrographic Service. There should be a person in Headquarters who is designated to be the focal point for safety information. The ISM Code does not apply to Hydrographic Offices, just as it does not apply to government vessels, but it is something from which, I think, we can all learn a great deal. If I am to give you some comfort for the future it is to say that if you can show that you have thought seriously about the installation of a safety management system in your organisation, whether it is within the Hydrographic Office itself, the management of survey ships, or a company marketing sophisticated packages with electronic charts; if you can demonstrate that you have addressed this issue, that you have worked out the best way of applying safety management principles, and that an event has occurred which slipped through that net, this should give you the best possible chance of putting up some defence against the predatory lawyers who are out there.

During the IHO meeting in Monaco in March 2000 I also suggested that the IHO might consider development of a standard wording for a Caution or disclaimer clause in commonsense terms along the lines discussed above. If such a clause were to be adopted as an international standard by the IHO, the judges in member states would, I believe, be more reluctant to disregard its effects.

One other solution, of course, is that which has been adopted by the United States Congress, which has, I understand, recently passed legislation granting to NOAA immunity from legal process for the consequences of production and publication of incorrect charts or other hydrographic publications. No doubt the significance of this legislation will be studied very carefully by the member states of the IHO, and it will be very interesting indeed to see the extent to which other states and their legal systems will recognise the statutory immunity granted to the US hydrographic agency and the extent to which they will extend such immunity to their own equivalent organisation. The coordination of such developments is a matter which falls squarely within the sphere of influence of the IHO, and it is to be hoped that a coordinated and consistent set of principles can be developed for application on a world-wide basis.

Biography

Richard Shaw is an English Solicitor (lawyer) who has specialised in the field of maritime law for the past 35 years. In 1980 he founded, with Roger Croft, the London law firm of Shaw and Croft, from which he retired in 1995 to take up a Senior Research Fellowship at the University of Southampton Institute of Maritime Law, where he continues to work. He remains a Consultant to Shaw and Croft, and acts as an Arbitrator and Mediator in maritime cases. After graduating in law from Oxford University he served as ordinary seaman on British and Swedish cargo vessels for about 12 months. In 1962 he worked as an Assistant Lecturer in Law at the University of Adelaide, South Australia. He then returned to London and worked as an assistant solicitor at the maritime law firms of Richards Butler and Elborne Mitchell, becoming a partner of the latter in 1972. Mr Shaw is Consulting Editor of Kennedy's Law of Salvage (Pub. 1985) and is a member of the Editorial Boards of Lloyd's Maritime and Commercial Law Quarterly and The

International Journal of Shipping Law, to which he contributes regularly. Since his retirement Mr Shaw has been an active participant in the work of the Comité Maritime International, of which he is a Titulary Member. He is currently Chairman of the CMI International Subcommittee on Offshore Craft and Structures and is presently working on a book on this subject, to be published by Sweet and Maxwell. He is also the CMI Delegate to the meetings of the International Oil Pollution Compensation Fund. He has been a member of the British delegation to the IMO Diplomatic Conferences on Salvage (1989), Liability for Carriage by Sea of Hazardous and Noxious Substances (1996) and on the revision in 1996 of the 1976 Convention on Limitation of Liability for Maritime Claims, and the Geneva Conference of 1999 on the Arrest of Ships, in each of which he was a member of the Drafting Committee. He is a frequent speaker at conferences on Maritime Law and Safety at Sea, and is a Visiting Fellow of the IMO International Maritime Law Institute in Malta.

- ¹ Based on the speech given at the Government/Industry interface meeting of the International Hydrographic Organisation in Monaco on 18th March 2000.
- ² Report of Rear Admiral J. Clarke CB LVO MBE, Hydrographer of the Navy and Chief Executive of the UK Hydrographic Office in 'Broadsheet' February 2000.
- ³ NSHC Standard Licensing Agreement – March 2000.
- ⁴ of which the author is one.
- ⁵ 'Une Verite de La Pallice'.
- ⁶ The 'contra proferentem' rule of construction.
- ⁷ 'Une Verite de La Pallice'.
- ⁸ The 1952 International Convention on the Arrest of Sea-Going Ships, recently revised and up-dated by the 1999 International convention on the Arrest of Ships, not yet in force.
- ⁹ Donoghue –v- Stevenson [1932] A.C. 562.
- ¹⁰ OLL –v- Secretary of State for Transport [1997] 3 All E.R. 897; LMLN 465; and Skinner –v- Secretary of State for Transport 'The Times' 3rd January 1995.
- ¹¹ Crown River Cruises –v- Kimbolton Fireworks [1996] 2 Lloyds Rep 533.
- ¹² The passenger river cruiser 'SUERITA'.
- ¹³ Capital and Counties pic –v- Hampshire CC [1997] 2 All E.R. 865, [1997] 3 WLR 331.
- ¹⁴ [1995] 2 Lloyds Rep. 299.
- ¹⁵ [1994] 1 Lloyds Rep. 183.
- ¹⁶ Unfortunately this judgement was not reported.
- ¹⁷ Reported at 1998 164 F. 3d 617; 1998 US App. LEXIS 22085.
- ¹⁸ International Convention on Civil Liability for Oil Pollution Damage 1969 (CLC 1969); the equivalent provision in the 1992 revision of CLC is in identical terms.
- ¹⁹ The International Safety Management Code, published by the IMO in 1993.
- ²⁰ and other languages.