

COMMONWEALTH OF DOMINICA

ARRANGEMENT OF SECTIONS

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MARITIME ADMINISTRATION

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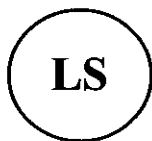
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COMMONWEALTH OF DOMINICA

Act No. 9 of 2000



I assent

(Sgd.) Vernon L. Shaw
President

13th October , 2000.

AN ACT TO PROVIDE FOR THE ESTABLISHMENT OF
THE COMMONWEALTH OF DOMINICA MARITIME
ADMINISTRATION FOR THE PURPOSE OF OPERAT-
ING AN INTERNATIONAL SHIP REGISTRY FOR THE
COMMONWEALTH OF DOMINICA AND THE CREA-
TION OF A DOMINICA MARITIME PROGRAM FOR
SHIPS ON THAT REGISTRY.

(Gazetted 26th October , 2000.)

BE IT ENACTED by the Parliament of the Commonwealth of
Dominica as follows:

CHAPTER 1**MARITIME ADMINISTRATION****PART I - GENERAL**

Short title.

1. This Act may be cited as the -
INTERNATIONAL MARITIME ACT, 2000

Statement of policy
and application.

2. (1) This Act is intended, and shall be construed, to encourage and foster the growth and development of the foreign commerce of the Commonwealth of Dominica in a manner that is consistent with the national defense and security as well as the ecological well-being of the Commonwealth of Dominica.

(2) Vessels eligible to be documented or re-documented under the provisions of this Chapter include yachts, fishing vessels, and vessels having to comply with the International Convention on Load Lines, 1966, built anywhere and operated under the flag of the Commonwealth of Dominica.

(3) All matters affecting the internal order and economy of vessels registered under this Act, including labor relations, shall be governed by this Act.

Maritime Adminis-
tration.

3. (1) There is hereby established the Commonwealth of Dominica Maritime Administration (MARAD) which shall be subject to the direction of the Minister for Finance and Planning.

(2) The Minister shall appoint a Maritime Administrator to carry out the following functions:

- (a) administer all matters pertaining to vessels of Dominica engaged in foreign trade and which are subject to this Act;

(b) ensure the seaworthiness of ships of the Commonwealth of Dominica; and

(c) establish proper manning conditions on board.

(3) The Maritime Administrator may, by Instrument in writing, delegate to the persons mentioned in sections 4, 5, 6, and 7, any of the functions conferred on him by this Act.

(4) The Minister may make rules and regulations for the better carrying out of the provisions of this Act.

4. There shall be a Deputy Administrator of Maritime Affairs who shall be appointed by the Maritime Administrator with the approval of the Minister and who shall have such authority as may be conferred upon him by the Maritime Administrator.

Deputy Administrator of Maritime Affairs.

5. There shall be a Deputy Administrator of Financial Affairs who shall be appointed by the Maritime Administrator with the approval of the Minister and who shall have such authority as may be conferred upon him by the Maritime Administrator.

Deputy Administrator of Financial Affairs.

6. There shall be a Deputy Administrator of Marine Personnel who shall be appointed by the Maritime Administrator with the approval of the Minister and who shall have such authority as may be conferred upon him by the Maritime Administrator..

Deputy Administrator of Marine Personnel.

7. There shall be Assistant Administrators of Maritime Affairs ("Assistant Administrators") who shall be appointed by the Maritime Administrator with the approval of the Minister and who shall have such authority as may be conferred upon them by the Maritime Administrator.

Assistant Administrators of Marine Personnel.

Special Agents.

8. The Maritime Administrator, may from time to time appoint one or more Agents ("the Special Agents") to act on his behalf in connection with the registration and documentation of vessels and the recording of instruments in relation thereto.

Records relating to vessels.

9. There shall be maintained at an office in the United States of America designated by the Maritime Administrator a public register consisting of appropriate indexes where there shall be recorded or filed, in properly allocated and accessible form, all documents of the following nature:

- (a) bills of sale and other instruments of conveyance of vessels;
- (b) mortgages of vessels;
- (c) assignments of mortgages;
- (d) certificates of permanent and provisional registration;
- (e) licences and certificates of officers and members of ship's crew;
- (f) all other documents relating to vessels and which are entitled to be recorded.

Authority to administer oaths and take acknowledgments.

10. The Maritime Administrator, Deputy Administrator of Maritime Affairs, each Assistant Administrator and each Special Agent may administer all oaths, take all acknowledgments and make all proofs of due execution required by this Act either in or outside of Dominica .

Authority to Issue Licenses, Certificates and Other Documents.

11. (1) The Maritime Administrator, is authorized to issue, in accordance with subsection (2), all such licences, certificates, or other documents for officers and ship's personnel on ves-

sels of Dominica necessary or proper for carrying out the purposes of this and any Rule or Regulation made in furtherance hereof or of any International Convention or Agreement to which Dominica is or may become a party.

(2) In aid of licensing, certificating and upgrading of ship's officers and personnel, the Minister shall, from time to time, establish such standards, Rules and Regulations as shall be deemed by it to be necessary and appropriate to carry out such purposes and maintain the high standards of the Merchant Marine of Dominica.

(3) Failure of an owner of a vessel of Dominica to file any required report relating to officers and other ship's personnel employed on the vessel shall result in an automatic fine of five thousand five hundred dollars (US \$5,500) for each offence, and until paid each such fine shall constitute a maritime lien on the vessel.

(4) (a) Failure of an owner of a vessel of Dominica to ensure that each officer employed on the vessel is the holder of a valid licence of competence of Dominica to fill the position held by him shall subject the owner to a fine of seven hundred and fifty dollars (US \$750) for each officer so employed who is not the holder of such licence of Dominica.

(b) Where such failure is admitted or is established by any required report, the fine shall be automatic.

(c) If, a proper licence for each such officer is obtained within thirty (30) days of notice from the Maritime

Administrator, the fine with respect thereto shall be remitted.

- (d) Until paid or remitted, each fine shall constitute a maritime lien on the vessel.

Suspension and
revocation proceed-
ings.

12. The Maritime Administrator may suspend or revoke any licence, certificate, permit or document issued under the provisions of this Chapter, and the Minister may from time to time make such Rules and Regulations as are deemed necessary and appropriate to the conduct of suspension and revocation proceedings.

Fees.

13. The Minister may prescribe by Regulation all necessary and proper fees, except in cases where the fee is already provided for in this Act.

Interpretation.

14. The words “document” and “enroll” or any of their derivatives, as used throughout this Act, have the same meaning as the word “register” or its derivatives.

Separability.

15. If any provision of this Act, or the application of any provision to any circumstance or person, shall be held invalid, the validity of the remainder of this part and the applicability of those provisions to other circumstances, or to persons, shall not be affected thereby.

General penalty for
violation.

16. Any person who is convicted by a court of competent jurisdiction of a violation of any of the provisions of Sections 28, 42, 44, 50, 52, of this Act or of any Rules and Regulations made in accordance with this Act shall, upon conviction, be liable to a fine not exceeding twenty-five thousand dollars (US \$25,000) or imprisonment for a term not exceeding ten (10) years, or both.

17. All causes of action arising out of, or under, this Act are hereby declared to and shall be cognizable before the High Court of Dominica, sitting in Admiralty; but, except as otherwise specifically provided in this Act, the provisions of this Section shall not be deemed to deprive other Courts, of Dominica or elsewhere, of jurisdiction to enforce such causes of action.

18. (1) Appeal from any decision of a Deputy Administrator or any Assistant Administrator or any Special Agent pursuant to any section of this Act or any Rules and Regulations thereunder, may be taken to the Maritime Administrator.

Jurisdiction.

Appeal from
Deputy Adminis-
trator's, Assistant
Administrator's or
Special Agent's
decision.

(2) Upon exhaustion of administrative remedy, appeal may be taken to the High Court of Dominica, sitting in Admiralty.

19. (1) In the performance of their duties, the Maritime Administrator, Deputy Maritime Administrators, any Assistant Administrator, Special Agent, and/or any agent appointed, authorized, recognized, and/or designated by the Maritime Administrator or by any person acting on their behalf for the administration of the provisions of this Act or any Regulation made thereunder or for the performance of statutory certification or classification services, together with any affiliate of any such person, their stockholders, members, directors, officers and employees, wherever located, shall have full immunity from liability from suit with respect to any act or omission or thing done by any of them in good faith in the exercise or performance, or in the purported exercise or performance, of any power, authority or duty conferred or imposed upon any of them under or in connection with this Act or any Regulation, as amended, or any other law or rule applicable to the performance of any of their said duties.

Immunity from
liability and suit.

(2) The immunity provided by subsection (1) shall only apply to those acts or omissions of agents and/or employees of the Maritime Administrator, Deputy Maritime Ad-

ministrators, any Assistant Administrator, or Special Agent done by them in the course of and in connection with the administration of the Commonwealth of Dominica Maritime Program created by this Act.

PART II - RADIO AUTHORITY

Authority to issue
radio station
licenses.

20. (1) The Maritime Administrator, may issue ship radio station licenses in respect of radio transmitting apparatus located on board vessels registered under the laws of Dominica, and the Minister may, from time to time, make such Rules and Regulations, as are deemed by him necessary and appropriate to implement this provision.

(2) Ship radio station licences issued under subsection (1) shall be for the purpose of engaging in shipping communications only.

Regulations.

21. The Minister may, from time to time, make such Rules and Regulations, as may be deemed by him necessary and appropriate to the efficient administration of maritime mobile radio stations.

PART III - VESSEL INSPECTION

Marine safety
inspection.

22. In order to promote the safety of life and property at sea, vessels registered under this Act shall be required to undergo inspection and shall at all times carry on board such proof of inspection as may be required by Law.

Regulations.

23. The Minister shall, from time to time, make such Rules and Regulations, as may be deemed by him necessary and appropriate to the efficient administration of vessel inspections.

PART IV - RULES OF NAVIGATION

24. The International Regulations for Preventing Collisions at Sea, 1972, as amended, and such changes therein as in the future may be made by any International Convention to which the Commonwealth of Dominica becomes a State Party, shall be followed by all vessels and seaplanes navigating all harbors, rivers, and inland waters of Dominica; and shall be followed by all vessels of Dominica and seaplanes upon the high seas and in all waters connected therewith navigable by seagoing vessels except as provided in Rule 1 of the foregoing Regulations; and the foregoing Regulations shall have effect as if specifically enacted by statute and fully set out herein.

Regulations for preventing collisions.

25. The term “vessel under oars” as set out in Rule 25 of the foregoing Regulations includes canoes and various non-descript local craft.

Vessel under oars.

26. (1) A Pilot, Engineer, Mate, Master or other person in charge of any vessel, boat, canoe, or nondescript local craft who neglects or refuses to observe the provisions of this Part is liable on conviction to a penalty of five hundred dollars (US \$500), and for all damages sustained by any passenger in his person or baggage resulting from that neglect or refusal;

Penalty for violation of rules by Pilot, Engineer, Mate or Master.

(2) Nothing in subsection (1) shall relieve any vessel, owner, corporation, or other person from any other liability incurred by reason of that neglect or refusal.

27. Every vessel which is navigated without complying with the provisions of this Part is liable to a penalty of five hundred dollars (US \$500), for which sum the vessel so navigated is liable and may be seized and proceeded against before a Court of competent jurisdiction in Dominica.

Penalty for violation by vessel.

28. (1) In every case of collision between two vessels, the Master or person in charge of each vessel shall, if and insofar as he can do so without serious danger to his own vessel, crew, and passengers (if any),

Assistance in case of collision.

(a) stand by the other vessel until he has ascertained that it needs no further assistance;

(b) render to the other vessel, and to its Master, crew, or passengers (if any), such assistance as may be practicable and necessary to save them from any danger caused by the collision;

(c) report to the Master or person in charge of the other vessel the name of his own vessel, its port of registry or the port to which it belongs, and the names of the ports from which and to which it is bound.

(2) If he fails, without reasonable cause, to comply with subsection (1), the collision shall, in the absence of proof to the contrary, be deemed to have been caused by his wrongful act, neglect, or default.

CHAPTER 2

DOCUMENTATION AND IDENTIFICATION OF VESSELS

PART I - VESSEL REGISTRATION

29. (1) No vessel subject to Chapter 1 shall be documented under the laws of Dominica or be accorded the rights and privileges of a vessel of Dominica unless that vessel is registered in accordance with the provisions of this Part.

(2) The home port of every vessel so registered shall be Roseau or Portsmouth, and the name of the home port shall be shown on the Certificate of Registry.

30. (1) A Yacht, fishing vessel, and vessel required to comply with the International Convention on Load Lines 1966, built anywhere and operated under the flag of the Commonwealth of Dominica is eligible to be documented or re-documented under the provisions of this Chapter.

Vessels eligible to be documented and re-documented.

(2) A vessel referred to subsection (1) is not eligible for initial documentation or re-documentation if, on January 1 of the year in which initial documentation or re-documentation is sought, that vessel is over 20 years of age, computed from completion of first construction.

(3) The ownership requirement referred to in subsection (1) may be waived by the Maritime Administrator where:

- (i) the vessel meets all other requirements for registration;
- (ii) it has been satisfactorily demonstrated that there is an absolute and genuine need for that waiver; and
- (iii) the owner of the vessel qualifies for, secures and maintains registration on the Maritime Corporate Registry and either maintains at all times an operating office in Dominica or appoints a qualified resident agent in the manner prescribed by law.

(4) The 20-year maximum age limitation in subsection (2) may be waived at the discretion of the Maritime Administrator, and a vessel of over 20 years of age may be documented or re-documented if:

- (i) the vessel meets all other applicable requirements; and
- (ii) it has been satisfactorily demonstrated that there is a genuine need for such waiver.

Temporary transfer
of Vessels

31. (1) For a vessel entering the registry or flag of Dominica, the Maritime Administrator may in cases of international civil, political or military crisis temporarily suspend or modify the requirements of this Chapter with respect to Permissions for Transfer and Certificates of Deletion, as well as related documentation, and for good cause shown, permit that vessel to be documented under this Chapter.

(2) A Vessel owned by citizens of countries other than Dominica, entering the registry or flag of Dominica, may have its registry temporarily changed to the flag of the owner's natural citizenship if that nation so requests in times of national emergencies.

Vessels not to be
documented.

32. A vessel owned by a Dominican or Caribbean Community (CARICOM) national shall not be documented under this Chapter .

Registration fees.

33. With respect to vessels registered under this Chapter, the Minister shall establish by Regulations, all necessary and proper registration fees.

Title of ship's
document.

34. The ship's document shall be called the "Certificate of Registry".

Conditions
precedent to
issuance of
permanent
Certificate of
Registry.

35. Upon receipt of the written application of an owner of a vessel eligible for documentation for the issuance of a Certificate of Registry for the vessel, accompanied by the oath required by section 36 , the Maritime Administrator may, upon payment of the prescribed fees, issue a Permanent Certificate of Registry for the vessel if the owner furnishes proof satisfactory to the issuing officer:

(a) as to his ownership of the vessel;

(b) that any foreign marine document for the vessel has been surrendered with the consent

of the government that had issued it, or has been legally canceled;

- (c) that the vessel is in a seaworthy condition;
- (d) that the owner has paid to the Maritime Administrator or his agent a sum equal to the initial registration fee;
- (e) that the markings of name, official number, home port and draft required by section 50 have actually been made;
- (f) that a Certificate of Measurement as required by section 60 has been issued.

36. (1) In order to document a vessel, the owner, managing owner, part owner, or his agent, authorized by Power of Attorney where that vessel is owned by individuals, or in the case of a corporate-owned vessel, by the President, Vice President, Secretary or Assistant Secretary of the corporation or other officer or agent as authorized in writing, or, under proper authority by any other form of ownership, shall take an oath declaring the name of the vessel, its net tonnage, the place where built, the date when built, the name and residence of any other owner and his citizenship, each owner's proportion, and the name of the applicant and his citizenship. Oaths.

(2) The oath may be taken before the Maritime Administrator, Deputy Administrator or a Assistant Administrator or a Special Agent or before a Notary Public or other officer authorized to administer oaths by the laws of the place where the oath is administered.

(3) The names of the persons owning shares in an incorporated company owning that vessel need not be stated and the oath of any other person interested and concerned in the vessel is not required.

(4) An agent or attorney who purchases a vessel shall take an oath as to the ownership of the vessel and that he is the agent or attorney for the owner and in such capacity has made such purchase in good faith.

(5) Whenever the document of a vessel is lost or destroyed, the Master, or other person in command, may take the following oath before the Maritime Administrator, Deputy Administrator or a Assistant Administrator or an Agent or before a Notary Public or other officer authorized to administer oaths by the laws of the place where the oath is administered. at or nearest to the port where the vessel is first located after such loss or destruction:

“I [insert the name of the person swearing] being Master or in command of the [insert type of vessel] or vessel called the [insert the name of the vessel], Official No. [insert No.] owned by [insert the name of the owner] of [insert domicile of the owner] do swear [or affirm] that the said vessel has been, as I verily believe, registered according to the law of the Commonwealth of Dominica by the name of [insert again name of vessel], and that a Permanent [or Provisional] Certificate of Registry bearing No. [insert No. of lost Certificate] was issued for such vessel pursuant to the laws of the Commonwealth of Dominica at [insert place of issuance of lost Certificate] on [insert date of issuance of lost Certificate], which Certificate has been lost [or destroyed]; and that the same, if found, and within my power, will be delivered up to the Maritime Administrator.”

(6) When an oath is taken in the foregoing form, the officer or person administering the oath shall grant to the vessel a temporary Provisional Certificate of Registry and insert therein that it is issued in lieu of the one lost or destroyed and the officer or person shall immediately send to the Maritime Administrator a written notice, accompanied by a copy of the oath, advising that the oath has been taken and a temporary Provisional Certificate issued.

(7) Upon receipt of a notice the Maritime Administrator, upon being satisfied that the vessel is entitled to a Certificate of Registry, may grant a new Certificate of Registry, identical with that which was lost or destroyed.

(8) As soon as practicable after the issuance of a Certificate of Registry, the temporary Provisional Certificate herein before referred to must be surrendered to the Maritime Administrator for cancellation.

37. (1) The Maritime Administrator or its duly authorized agent shall prescribe and furnish forms of Provisional and Permanent Certificates of Registry.

Forms of documents.

(2) A vessel's documents shall be in the form prescribed.

(3) The Maritime Administrator may prescribe endorsements that may be made on vessel documents from time to time, with or without issuance of a new document or surrender of the old document.

38. (1) The Maritime Administrator or its duly authorized agent shall progressively number the Registry Certificates granted by it, beginning anew at the commencement of each year, and shall make a record thereof in a book kept for that purpose.

Numbering of Registry Certificates.

(2) Copies of all documents referred to in subsection (1) issued by or surrendered to the Maritime Administrator shall be retained permanently.

39. (1) Upon compliance with the requirements of sections 40, 65, or 72, a Provisional Certificate of Registry may be issued by the Maritime Administrator, to vessels abroad which are to be documented under this Chapter.

Provisional Registry Certificates to vessels abroad.

(2) Unless sooner revoked or suspended, a Provisional Certificate of Registry shall entitle the vessel to the privileges of a vessel of Dominica in the foreign trade for a period not exceeding two (2) years, as endorsed thereon.

(3) The Maritime Administrator shall prescribe the conditions in accordance with which Provisional Certificates of Registry shall be issued and renewed and the manner in which they shall be surrendered in exchange for Permanent Certificates of Registry.

Conditions
precedent to
issuance of
Provisional
Certificate.

40. (1) Upon receipt by the office of the Maritime Administrator of the written application of an owner of a vessel eligible for documentation under the laws of Dominica and requesting the issuance of a Certificate of Registry for the vessel, accompanied by the oath or oaths required by section 36, and upon payment of the prescribed fees to the officer receiving the said application, the Maritime Administrator may issue a Provisional Certificate of Registry for the vessel, if the owner furnishes proof satisfactory to the officer receiving the application:

- (a) as to his ownership of the vessel;
- (b) that if there is an outstanding foreign marine document for the vessel the government that had issued it has consented to its surrender and that either the marine document has been surrendered for cancellation or that the owner has issued orders to the Master of the vessel to surrender the foreign marine document for cancellation immediately upon receipt of the Provisional Certificate of Registry of Dominica on board the vessel; or that the outstanding document has been legally canceled;
- (c) that the vessel is in a seaworthy condition;

-
- (d) that the owner has paid to the Maritime Administrator a sum equal to the initial registration fee, and
 - (e) that either the markings of names, official number, home port, and draft required by section 50 have either actually been made or that the owner has issued orders to the Master of the vessel to have the markings made immediately upon receipt of the Provisional Certificate of Registry of Dominica on board the vessel.

(2) Unless the owner within thirty days after issuance of the Provisional Certificate of Registry furnishes satisfactory proof to the officer to whom the application for documentation has been presented, showing that the vessel's outstanding foreign marine document has actually been surrendered for cancellation and that the markings required by section 50, have actually been made, or if before the thirty (30) day period it is established that any of the obligations hereunder will not or cannot be complied with the officer may declare the Provisional Certificate of Registry to be null and void.

(3) As soon as reasonably practicable after a measurement of the vessel and the surrender for cancellation or legal cancellation of any outstanding foreign marine document of the vessel and the making of the markings required by section 50, a Permanent Certificate of Registry shall be issued in place of any Provisional Certificate issued, and that Provisional Certificate shall be surrendered as promptly as circumstances permit to the Maritime Administrator.

(4) When the Permanent Certificate is issued after the issuance of a Provisional Certificate, the charges originally paid shall be adjusted in accordance with the tonnage established by the Certificate of Measurement.

(5) For good cause shown, the Maritime Administrator may, from time to time, renew a Provisional Certificate of Registry for a period not exceeding two years.

Denial of document.

41. No documents may be granted or papers issued to any vessel until all applicable provisions of this Part have been complied with.

Sale of document forbidden.

42. A document shall be used solely on the vessel to which it is granted, and it shall not be sold, lent, or otherwise disposed of to any person.

Sale or transfer abroad.

43. A registered vessel sold or transferred in whole or in part while outside Dominica, but without change of Flag, shall comply with the provisions of this Part relating to the documentation of vessels and a new document shall be obtained.

Transfer foreign.

44. (1) The owner of a documented vessel which desires to transfer the vessel to foreign registry may do so provided that there are no unfulfilled obligations to Dominica in respect of the vessel.

(2) Before a transfer is accomplished the registered owner shall surrender the ship's document to the Maritime Administrator.

Application for surrender of documents.

45. Before a Certificate of Registry is accepted for surrender, the registered owner shall submit to the Maritime Administrator a written application specifying the name of the vessel, the reasons for the proposed surrenders the name and nationality of the proposed new owner, if any, and, if a transfer to foreign registry is contemplated, the name of the country to whose registry transfer is desired.

46. (1) If a registered vessel is lost, taken by an enemy, burned, broken up, or otherwise prevented from returning to the port to which she belongs, the Certificate of Registry, if preserved, shall be delivered up within eight (8) days after the arrival of the Master or person in command, to the Maritime Administrator. Registry.

(2) When the application is made for new registry of a vessel, its former Certificate of Registry shall be delivered up to the Maritime Administrator.

(3) Where a Certificate of Registry is granted in lieu of one lost, the lost Certificate, if found, shall be delivered up to the Maritime Administrator, who shall thereupon cancel it.

47. The Certificate of Registry of a vessel subject to a Preferred Mortgage shall not be accepted for surrender without the consent of the mortgagee, except in the case of a Provisional Certificate surrendered for the purpose of issuance of a Permanent Certificate. Surrender of document of vessel subject to Preferred Mortgage.

48. (1) (a) Whenever a documented vessel is sold or transferred wholly or partly without change of flag, or is altered in form or burden, by being lengthened or built upon, or from one denomination to another, by the mode or method of rigging or fitting, she shall be documented anew, by her former name. New document.

(b) Every such sale or transfer shall be evidenced by a written instrument in the nature of a bill of sale to which is attached a true copy of the vessel's latest Certificate of Registry and otherwise the vessel shall not be documented anew.

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- (c) In cases of a combination vessel that can be used either for the carriage of liquid cargo in bulk or dry cargo in bulk, if the Certificate of Registry shows the vessel in the condition or use providing the greater net and gross tonnage and has attached thereto an appendix showing the vessel in the other or use with the lesser gross and net tonnage, then a change of a vessel from one condition or use to the other would not require the vessel to be documented anew.

(2) When the Maritime Administrator determines that a vessel has been sold or transferred by process of law, and that her document is retained by the former owner, he may grant a new document under the sale upon the owner complying with the requirements of this Part, excepting only the delivering up of the former document.

(3) Subsection (2) does not remove the liability of any person to any penalty for not surrendering the papers belonging to any vessel on a transfer or sale of the same.

(4) A vessel required by this Part to be documented anew, which is not so documented, shall not be deemed a vessel of Dominica.

(5) If a former document has not been delivered up, except where it has been lost or destroyed and the oath thereto has been taken, the owner of the vessel is liable to a penalty of not more than five hundred dollars (US \$500).

49. To register a vessel newly built and previously undocumented under any flag, for the first time, the builder, by whom or under whose direction the vessel has been built, shall certify as follows:

Builder's Certificate.

- (a) that it was built by him or under his direction;
- (b) the place where built;
- (c) the time when built;
- (d) the person for whom built;
- (e) the build;
- (f) the number of decks and masts;
- (g) the length;
- (h) the breadth;
- (i) the depth;
- (j) the tonnage or tonnages; and
- (k) any other circumstances as are usually descriptive of the identity of a vessel.

50. (1) Every documented vessel shall have her name marked upon each bow and upon the stem and the home port of Roseau or Portsmouth shall also be marked upon the stem.

Names, numbers and marks on vessels.

(2) These names shall be painted or gilded upon banded or cast Roman letters in light colour on a dark background, or in a dark colour on a light background, permanently affixed and distinctly visible and the smallest letters used shall not be less than four inches in size.

(3) Each vessel of Dominica, in addition to having her name painted on her stem, shall have the same conspicuously placed in distinct, plain letters of not less than six inches in length, on each side of the hull.

(4) The Maritime Administrator may prescribe a system of numbering documented vessels, and the designated number of each vessel shall be marked permanently on her main beam.

(5) The draft of every registered vessel shall be marked upon the stem and stem post, in English feet or in decimeters, in Arabic numerals, and the bottom of each numeral shall indicate the draft to that line.

51. Upon the initial registration (either permanent or provisional) of a vessel, the Maritime Administrator shall assign to the vessel an official number.

52. (1) The Maritime Administrator may change the name of a vessel of Dominica on application by the owner.

(2) The Minister may make necessary Rules and Regulations, and procure necessary evidence as to age, condition, where built, and pecuniary liability of the vessel so as to prevent injury to public or private interests.

(3) Upon granting permission the Maritime Administrator shall cause the order for a change of name to be published in at least four (4) issues of a newspaper at the place of documentation.

(4) The person desiring the change of name shall pay the cost of procuring evidence and advertising.

(5) The following fees shall be paid by the owners of vessels for securing such changes of name:

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- (a) for vessels ninety net tons and under, fifty dollars (US \$50);
 - (b) for vessels over ninety and under five hundred net tons, one hundred dollars (US \$100);
 - (c) for vessels over five hundred and under one thousand net tons, one hundred-fifty dollars (US \$150);
 - (d) for vessels over one thousand and under five thousand net tons, two hundred dollars (US \$200);
 - (e) for vessels five thousand net tons and over, two hundred fifty dollars (US \$250).

(6) Whenever the name of a vessel of Dominica is changed, or any device, advertisement or contrivance is used with intent to deceive as to its true name or character that vessel shall be forfeited and will result in a fine of twenty-five thousand dollars (US \$25,000), and until paid each fine shall constitute a maritime lien on the vessel.

53. (1) An officer designated by the Maritime Administrator, or who within Dominica is concerned in the collection of government revenue, may at all times inspect the Certificate of Registry and tonnage tax receipt of a vessel of Dominica.

Inspection of
document.

(2) A Master who fails to exhibit the documents referred to in subsection (1), when required by an officer, is liable to a penalty of five hundred dollars (U.S. \$500), and if his failure is wilful is liable to a penalty not exceeding five thousand dollars (U.S. \$5,000) and imprisonment for a period not exceeding two years.

Display of ship's
papers.

54. (1) Upon arrival during customary business hours of a documented vessel at any foreign port where there is a representative appointed by the Maritime Administrator, the Master, ship's agent or other authorized person shall, upon request thereof, display to him on board, without payment of any fee, the vessel's Certificate of Registry and Annual Tonnage Tax Receipt.

(2) Only the Certificate of Registry and Annual Tonnage Tax Receipt shall be required to be so displayed, and this requirement shall be waived when the vessel's papers have been so displayed in the same port within ninety (90) days previously.

(3) Where a request has been made and the ship's papers have not been properly displayed, the representative appointed by the Maritime Administrator making the request shall immediately notify the Maritime Administrator of such non-compliance.

(4) Whether local port regulations do or do not require clearance of a vessel from a representative appointed by the Maritime Administrator, it shall not be required in relation to the clearance that the signing on or off of crew or the execution of any ship's papers or documents be done before a representative appointed by the Maritime Administrator, or that any ship's papers or documents be witnessed, stamped or otherwise legalized by a representative appointed by the Maritime Administrator.

Perjury.

55. (1) An owner, agent, attorney or other party (except for the Master) who willfully commits perjury in an oath or affirmation taken to obtain documentation of a vessel, is liable to an automatic fine of twenty-five thousand dollars (US \$25,000) or imprisonment for not more than ten years, and the vessel, her tackle, apparel and furniture shall be forfeited, (or the value thereof recovered from that person).

(2) A Master who willfully commits perjury in taking an oath or affirmation is liable to a penalty of ten thousand dollars (US \$10,000) or imprisonment for not more than five years; but the vessel shall not be forfeited.

56. The Minister may, in keeping with the provisions of section 3, make such Rules and Regulations for the registration, identification and regulation of transfers of vessels as it may deem in the best interests of the merchant marine and Maritime Program of Dominica.

Rules and Regulations.

57. The Minister may from time to time establish, by Regulations, standards of seaworthiness required for the registration of vessels and may appoint Classification Societies or others to determine any questions involved.

Standards of seaworthiness.

58. (1) Except as otherwise provided herein, registration fees, while payable in advance and due on the first day of January in each year, may be paid without penalty in installments as follows:

Collection of fees; penalties and liens

(a) fifty percent (50%) on or before January 1; and

(b) the second fifty percent (50 %) on or before July 1 of the year in respect of which these fees are due.

(2) There shall be no rebate for fees that are due in respect of a vessel which remains on the Register of Dominica for any portion of a calendar year.

(3) Any annual fees payable under the Regulations made pursuant to section 56 shall be paid in advance by January 1 of the year in respect of which these fees are due.

(4) A penalty at a rate established by Regulations shall be imposed for-late payment of fees; Regulation shall be made before November 1 to take effect as of January 1 of the succeeding year, and the penalty rate thereby established shall be effective until altered by subsequent Regulations.

(5) If payment is delayed beyond July 1 of the year in respect of which the fees are due, the Certificate of Registry of the vessel in question may be suspended until all outstanding fees and penalties are paid.

(6) The Maritime Administrator shall issue official receipts for annual fees, and any penalties relating thereto.

(7) All unpaid fees, penalties and other charges arising under this Act or Regulations made thereunder shall constitute a maritime lien on the vessel in respect of which such amounts are due, and notwithstanding section 88, such lien shall have priority over all others save those for wages and salvage.

(8) No Certificate of Registry shall be returned to the Master of a vessel by an officer of the Maritime Administrator with whom it may have been deposited until proof is furnished that the annual fees for the then current year have been paid.

Jurisdiction and control of Dominica exclusive.

59. (1) From the time of issuance of a Certificate of Registry and until its expiration, termination, revocation or cancellation, whichever first occurs, the vessel shall be granted and shall enjoy the right to fly the Flag of Dominica exclusively, unless its Certificate of Registry is specifically endorsed so as to withdraw that right.

(2) At all times during the period that a vessel has the right to fly the Flag of Dominica, the vessel shall be subject to the exclusive jurisdiction and control of Dominica as the Flag State, in accordance with the applicable International Conven-

tions and Agreements and with the provisions of this Act and any Regulations or Rules made thereunder.

PART II - VESSEL MEASUREMENT

60. A vessel shall not be permanently registered until measured by a person appointed by the Maritime Administrator.

Measurement.

61. The person or agent appointed under section 60 to measure a vessel shall certify, specifying the building of the vessel, number of decks and masts, length, breadth, depth, tonnage or tonnages, and such other particulars usually descriptive of the identity of a vessel, and that the markings required by Section 50 have actually been made.

Certificate of measurement.

62. The Minister shall by Regulations, prescribe the method of measurement for all vessels registered under this Chapter.

Measurement of vessels.

63. (1) Each ship's permanent document shall state the gross and net tonnage or tonnages determined in accordance with such rules and regulations as the Minister may prescribe.

Tonnage statements in Registry Certificate.

(2) Upon application by the owner or Master of a vessel of Dominica in foreign trade, the Maritime Administrator or its duly authorized agent may attach to the document an appendix stating separately, for use in foreign ports, the measurement of such space or spaces as are there permitted to be deducted from gross tonnage or tonnages.

**PART III - BAREBOAT CHARTER
COMMONWEALTH OF DOMINICA
REGISTRATION**

Recording of
bareboat charter
party.

64. (1) A citizen or national of Dominica or a Foreign Maritime Company registered on the Maritime Corporate Register who obtains a waiver pursuant to section 30 (3), desiring to obtain provisional registration under this Act of a vessel which such citizen or national or Foreign Maritime Company possesses by bareboat charter, and which in all respects other than ownership complies with the requirements of Part I of this Chapter, must cause the charter party to be duly recorded in books to be kept for that purpose and indexed to show:

- (a)* the name of the vessel;
- (b)* the names of the bareboat charterer, the ship-owner and the holders of any registered mortgages, hypothecations or similar charges;
- (c)* the time and date of recording of the charter party;
- (d)* the period of duration of the charter party;
and
- (e)* the foreign State of registration of the vessel.

(2) The following documents must be filed with the Office of the Maritime Administrator:

- (a)* an official certificate from the foreign State of registration setting out the ownership of the vessel and any recorded encumbrances;

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- (b) the written consents of the shipowner and of the mortgagee(s), if any, to the provisional registration of the vessel in Dominica under this Part; and
 - (c) satisfactory evidence that the foreign State of registration will withdraw from the vessel the right to fly the flag of that State while the vessel is subject to the bareboat charter recorded under subsection (1).

(3) Any subsequent amendments or addenda to the charter party recorded under subsection (1) and any and all present or subsequent bareboat subcharter parties shall be submitted for recording within thirty (30) days of execution.

65. The bareboat charterer shall execute under oath or affirmation an undertaking that while the vessel is granted the right to fly the Flag of Dominica she will not fly any other flag nor show any home port other than Roseau or Portsmouth, and that the bareboat charterer will without delay notify the Office of the Maritime Administrator if any foreign State shall accord the vessel the right to fly its flag.

Undertaking of
bareboat charterer.

66. (1) When the charter party has been recorded and an application for registration of the vessel has been executed and filed by the bareboat charterer together with all necessary documents and payment of all taxes and fees, the Maritime Administrator shall issue to the vessel a Provisional Certificate of Registry, valid for a period not exceeding two (2) years or until the date of termination of the bareboat charter, whichever first occurs.

Bareboat charter;
Certificate of
Registry.

(2) Prior to the expiration of the current Provisional Certificate of Registry, the bareboat charterer may obtain a reissued Provisional Certificate of Registry, valid for a period not exceeding two (2) years.

(3) In no case may a Provisional Certificate of Registry reissued under this subsection (2) bear an expiration date later than or remain valid beyond the date of termination of the bareboat charter.

Penalty for flying foreign flag; termination of Dominica registration.

67. (1) If the bareboat charterer breaches the undertaking given under section 65, or if a vessel while registered under any provisions of this Chapter is found flying or pretending entitlement to fly the flag of a foreign State without first complying with sections 69 and 70, the owner and/or bareboat charterer is liable to pay an administrative penalty not exceeding one hundred fifty thousand dollars (US \$150,000), which shall until paid constitute a maritime lien upon the vessel and that penalty may be imposed without regard to any other penalties for perjury or fraud.

(2) The bona-fide grant by a foreign State of the right to fly the flag of that State shall, from the time of such grant, terminate provisional registration of a vessel in Dominica under section 66, but shall not terminate registration of a vessel of Dominica under any other section of this Chapter.

Recognition and recordation of foreign ship mortgage.

68. (1) Without prejudice to the continuing foreign legal status of a ship mortgage, hypothecation or similar charge made and registered in accordance with the laws of a foreign State, a notice may be recorded in the central office of the Maritime Administrator in the United States of America, that that mortgage exists.

(2) No notice in respect of a ship mortgage, hypothecation or similar charge, or any other instrument related thereto shall be accepted for recording under this section unless it has first been duly and validly executed and registered in the foreign State of registration of the vessel.

(3) If there is more than one mortgage, hypothecation or similar charge, then notices in respect of all those instruments may be recorded under the provisions of this section in the same order as they are registered in the foreign State of registration.

(4) If notice in respect of a foreign mortgage, hypothecation or similar charge has been recorded pursuant to subsection (1), then any subsequent mortgage, hypothecation or similar charge and any other instrument related thereto which is subsequently registered in accordance with the laws of the foreign State of registration of the vessel may also be recorded forthwith in accordance with the provisions of Chapter 3.

PART IV - BAREBOAT CHARTER FOREIGN REGISTRATION

69. No vessel registered under the provisions of this Chapter may obtain valid bareboat charter registration in a foreign State unless the owner first applies for and receives the permission of the Maritime Administrator.

Bareboat charter
registration in
foreign State.

70. In the event that the vessel is subject to one or more Preferred Ship Mortgages of Dominica, the written consent of each mortgagee to the foreign bareboat charter registration shall be duly filed prior to issuance of a Certificate of Permission under section 71.

Consent of
mortgagee.

71. Upon granting permission under section 69 for a vessel of Dominica to obtain bareboat charter registration in a foreign State, the Maritime Administrator shall issue a Certificate of Permission to obtain such registration.

Certificate of
Permission.

72. (1) The Certificate of Permission for bareboat charter registration in a foreign State shall declare that the right to fly the Flag of Dominica and to show the home port of Roseau or Portsmouth is withdrawn while the vessel is subject to the

Right to fly the flag
of Dominica
withdrawn.

bareboat charter identified in the Certificate.

(2) The Certificate shall also state that Dominica recognizes the named foreign State as the competent authority to exercise exclusive jurisdiction and control over the vessel in accordance with the applicable International Conventions and Agreements.

(3) Notwithstanding that the right to fly the Flag of Dominica was withdrawn during the period of bareboat charter registration in the foreign State, in the event that the vessel remains subject to one or more Preferred Ship Mortgages recorded under this Act, the mortgage shall, unless satisfied, released or discharged of record, remain in full force and effect and be governed solely and exclusively by the laws of Dominica.

Restricted Certificate of Registry.

73. (1) Once a Certificate of Permission has been issued under section 71, the owner of the vessel shall surrender her current Certificate of Registry, and a new Provisional Certificate of Registry shall be issued to the vessel, boldly endorsed to show that the right to fly the Flag of Dominica has been withdrawn.

(2) The endorsed Provisional Certificate of Registry, together with all other documents and certificates issued by Dominica to the vessel, shall be surrendered to and retained by the Maritime Administrator.

(3) Prior to the expiration of the current Provisional Certificate of Registry, the owner may obtain a reissued Provisional Certificate of Registry valid for a further period not exceeding two (2) years.

(4) In no case may a Provisional Certificate of Registry reissued under this subsection (3) bear an expiration date later than or remain valid beyond the date of termination of the bareboat charter.

CHAPTER 3

PREFERRED SHIP MORTGAGES AND MARITIME LIENS

74. (1) A sale, conveyance, hypothecation, mortgage or assignment of mortgage of any vessel shall not be valid in respect of that vessel, against any person other than the grantor or mortgagor, his heirs or devisees and persons having actual notice thereof until the instrument evidencing the transaction is recorded in the central office of the Maritime Administrator.

Recording and
contents.

(2) Each duly appointed representative of the Maritime Administrator, wherever located, has full authority to accept for filing such instrument or instruments.

(3) A mortgage recording fee of twelve hundred fifty dollars (US \$1,250) shall be paid by the owner of the vessel.

(4) The central office of the Maritime Administrator in the United States of America, or its duly appointed representative elsewhere, shall record such instruments in the order of their reception in appropriate indexes to be kept for that purpose, showing:

- (a) the name of the vessel;
- (b) the names of the parties;
- (c) the time and date of reception of the instrument affected;
- (d) the interest in the vessel transferred or affected; and
- (e) the amount or amounts of the direct or con-

tingent obligations, including those provided for in section 81, that are or may become secured by the mortgage.

Preferred Mortgage.

75. (1) A valid mortgage, whenever made, which at the time it is made includes the whole of any vessel, shall have a preferred status in respect of that vessel as of the date of its recording if the mortgage is recorded as provided herein.

(2) The preferred status of a mortgage under this Chapter shall not be prejudiced or impaired by reason of the fact that such instrument secures the payment, pledge or assignment of monies or rights, due or to become due to the shipowner or other party, such as but not limited to guarantee fees, insurance, options, charter hire, freight revenues, or any other fees, costs or charges, direct or contingent, incidental to the sale, purchase or operation of a vessel of the Commonwealth of Dominica; or by reason of any provision of section 81, or by reason of the fact that no advance of monies is or has been made at the time of its recording.

Termination of mortgagee's interest.

76. (1) The interest of a mortgagee in a vessel registered under this Act shall not be terminated by a forfeiture of the vessel for a violation of any law of Dominica, unless the mortgagee authorized, consented, or conspired to effect the illegal act, failure, or omission which constituted the violation.

(2) A vessel which is the subject of a Preferred Mortgage may not be canceled from the Register for so long as the indebtedness secured by the Preferred Mortgage remains unsatisfied or the Mortgage is not otherwise discharged; provided however, that the Maritime Administrator may, not less than 60 days following the mailing of notice to all mortgagees of record at their last known mailing addresses of its intent to do so, strike a vessel from the Registry and Flag of Dominica as a result of receipt by it of evidence satisfactory to it that the vessel has

been lost, destroyed, or transferred to another registry following sale by order of an Admiralty Court in a civil action in rem; such administrative action by the Maritime Administrator shall not impair or affect the lien or status of any Preferred Mortgage recorded under this Chapter, nor shall it terminate the interest of a mortgagee in such a vessel.

77. (1) A mortgage shall not be recordable unless it states the interest of the mortgagor in the vessel, and the interest so mortgaged.

Ship Mortgage;
conditions precedent.

(2) A mortgage or certificate of discharge thereof shall not be recorded unless it bears an apostille issued by a competent authority of a State Party to the Hague Convention of 5 October 1961, as amended, or has been acknowledged or is submitted with such other proof of due execution as may be required by Regulation.

78. The office of the Maritime Administrator that is located in the United States of America or its duly appointed representative elsewhere may accept for recording any bill of sale or other conveyance of a vessel or a facsimile thereof, the original of which has been received by a Deputy Administrator, any Assistant Administrator or any Special Agent, which recites the interest of the seller in the vessel and the interests sold or conveyed, provided it has previously been acknowledged or is submitted with such other proof of due execution as may be required by Regulation, and provided further that any bill of sale of a vessel already documented under the laws Dominica must have attached thereto a true copy of its latest Certificate of Registry.

Bill of sale:
recording.

79. (1) The office of the Maritime Administrator which is based in the United States of America, or its duly appointed representative elsewhere, may accept for recording any mortgage on a vessel, whenever made, which recites the interest of the mortgagor in the vessel and the interest so mortgaged,

Mortgages:
recording.

provided it bears the Hague Convention apostille or has been acknowledged or is submitted with such other proof of due execution as may be required by Regulation, and provided further that written proof is furnished to it of the amounts and dates of any documents or evidence of debts in support thereof.

(2) The central office of the Maritime Administrator or its duly appointed representative elsewhere shall record a mortgage or related instrument submitted to it in proper form, and shall thereupon, upon request, issue a Certified Extract of the Preferred Mortgage Index of the public register maintained by the Maritime Administrator, as evidence of recording of a Preferred Ship Mortgage under this Chapter.

(3) A Certificate of Ownership and Encumbrance shall, upon timely request, be issued by the central office of the Maritime Administrator or its duly appointed representative elsewhere, setting out all recorded mortgages, encumbrances and related instruments with respect to a vessel registered under this Act as of the time and date of its issuance.

Allocation of
Mortgage Indebted-
ness.

80. (1) A mortgage which complies with the conditions enumerated in this Chapter is a Preferred Mortgage.

(2) A mortgage which secures more than one vessel may, at the option of the parties, provide for separate discharge of that vessel.

(3) If a vessel covered by a Preferred Mortgage under this Chapter, that includes more than one vessel, or property that is not a vessel, is to be sold on the order of an Admiralty Court in a civil action in rem and the mortgage does not provide for separate discharge as provided in subsection (2), that Preferred Mortgage shall constitute a lien on that vessel in the full amount of the outstanding mortgage indebtedness and an allocation of mortgage indebtedness for purposes of separate discharge may not be made by the Court among the vessel

and other property covered by the mortgage.

81. (1) Advances or other value given pursuant to commitment:

Advances and repayments.

(a) A Preferred Mortgage may secure future advances including contingent obligations and shall not be extinguished or lose its priority because all previously outstanding obligations secured thereby have been fully repaid or otherwise performed, provided that an advance or other value is to be given at a later time pursuant to commitment existing at the time the Mortgage is recorded.

(b) For the purpose of paragraph (a) an advance or other value is given "pursuant to commitment" if the mortgagee or other person entitled to the benefit of the security of the mortgage has bound himself to give it, whether or not a subsequent event of default or other event not within his control has relieved or may relieve him from his obligation.

(c) When a Preferred Mortgage secures an obligation in respect of which one or more advances or repayments may be made from time to time in the future and the maximum amount outstanding under the obligation at any one time is limited to a certain amount, the amount to be recorded with respect to the obligation may be either:

- (i) the maximum amount that may be outstanding at any one time,
- or

(ii) the aggregate of all possible advances that may be made.

(d) A Preferred Mortgage made pursuant to commitment shall clearly indicate whether the amount is the maximum amount that may be outstanding at any one time or is the aggregate of all possible advances.

(2) Advances or other value given pursuant to agreement:

(a) Notwithstanding any other provision of this Chapter, a Preferred Mortgage may secure an agreed-upon maximum amount representing all debts or obligations arising or that may arise between the debtor and the creditor within a specified period.

(b) The maximum amount may exceed the value of the vessel or vessels, which may themselves represent only a part of all of the assets that are subject to the Preferred Mortgage.

(c) Only indebtedness incurred on or prior to the maturity date or date of termination of a Preferred mortgage made "pursuant to agreement" shall retain its status and ranking as a preferred maritime lien under this Chapter and the indebtedness secured thereby shall include all expenses and interest associated with such indebtedness prior to maturity.

(d) A Preferred Mortgage made "pursuant to agreement" under this subsection shall not be required to represent a commitment to lend on the part of the mortgagee, but

secures all debts or obligations arising or that may arise between the parties as a result of transactions the nature of which are subject to the provisions of the mortgage deed, whether present or future, actual or contingent, and shall set out in addition to other terms and conditions the maximum amount and the maturity date, or a statement of the date of termination if it is other than the maturity date thereof.

- (e) Nothing contained in this subsection shall be construed to impair the lien status, recordability, validity or enforceability with respect to a vessel registered under this Chapter of a Preferred Mortgage granted by its owner that:
 - (i) secures obligations, in whole or in part, arising out of specific successive business contracts or other transactions, whether or not those contracts or transactions are related to or arise from the construction, purchase, sale or chartering of a vessel registered under this Act, or
 - (ii) secures all debts or obligations owed or to be owed thereunder, so long as the aggregate amount of those debts or obligations does not exceed at any one time the stated maximum amount of the Mortgage.
- (f) The preferred status of a mortgage made “pursuant to agreement” in accordance with

this subsection which may be secured by property that is not a vessel, or more than one vessel, shall not be impaired by reason of the fact that the mortgage does not provide for separate discharge thereof.

Units of Account.

82. (1) The obligations secured by a Preferred Mortgage may be expressed in any unit or units of account to which the parties may agree, including but not limited to currency of Dominica, currency or currencies of any foreign State or States, or in equivalents of any other unit or units of account established by intergovernmental organizations.

(2) If a Preferred Mortgage secures an obligation in one or more specified units of account and there is an option to have a unit of account altered from time to time, the principal amount of the mortgage to be recorded shall be denominated in one or more of the said specified units of account.

(3) The recording may include as additional words "or an equivalent amount in any alternate unit of account, " or similar language, and if these additional words are recorded, no change in the recorded amount shall be required to reflect the fact that the obligation or any portion thereof is subsequently denominated in a different unit or units of account, unless the parties otherwise agree.

(4) When a Preferred Mortgage secures an obligation in respect of which there is an option to have the obligation amount denominated from time to time in alternate units of account but which continues to be payable in, or by reference to, a specified unit of account:

(a) the amount of the obligation to be recorded shall be expressed in the specified unit of account; and

(b) notwithstanding any exercise of the option, no change in the recorded amount shall be required.

(5) A Preferred Mortgage as described in subsections (2) or (4) may additionally secure any loss up to a specified amount arising out of fluctuations between a specified unit of account and any alternate unit of account in which the obligation amount may be denominated from time to time, and such specified amount shall also be recorded.

83. (1) A Preferred Mortgage shall constitute a maritime lien upon the mortgaged vessel in the amount of the outstanding mortgage indebtedness secured by the vessel.

Lien of Preferred Mortgage.

(2) The lien of a Preferred Mortgage shall not be in any way impaired or affected because the vessel's document, following recording of the mortgage, has expired, or has been restrictively endorsed, suspended, revoked or canceled.

84. Notwithstanding any other law to the contrary, a Preferred Mortgage may secure such interest, including interest on interest, on an obligation secured by the mortgage as the parties may agree, which interest may be at fixed rates, variable rates, rates based upon formulas, or by adding margins to the mortgagee's cost from time to time of funding an obligation secured by the mortgage, or by any other method to which the parties may agree.

Interest on Preferred Mortgage.

85. (1) The mortgagor, before executing a Preferred Mortgage, shall disclose to the mortgagee in writing the existence of any maritime lien, prior mortgage, or other obligation or liability upon the vessel to be mortgaged.

Priority; Disclosure of liens; penalty.

(2) After the execution of the Mortgage and before the mortgagee has had a reasonable time in which to record it, the mortgagor, without the consent of the mortgagee, shall not incur any contractual obligation creating a lien upon the vessel, other than liens for wages of stevedores when employed directly by the owner, operator, Master, ship's husband, or agent of the vessel, for wages of the crew of the vessel, for general average or for salvage, including contract salvage, or for tonnage taxes and other charges of the Maritime Administrator in respect of the vessel.

(3) A person who, being a mortgagor or the president or principal officer of a corporate mortgagor, violates this section with intent to hinder, delay or defraud any existing or future creditor of the mortgagor or any lienor of the mortgaged vessel, is liable to a fine not exceeding twenty five thousand dollars (US \$25,000) and imprisonment for a period of not more than ten (10) years and the mortgage indebtedness shall thereupon become immediately due and payable at the election of the mortgagee.

Certified copies;
exhibition.

86. (1) Upon recording a Preferred Mortgage, two certified copies thereof shall be delivered to the mortgagor who shall place and use due diligence to retain one copy on board the mortgaged vessel, and cause that copy and Certificate of Registry of the vessel to be exhibited by the Master on request of any person having business which may give rise to a maritime lien or to the sale, conveyance, or mortgage of the vessel.

(2) The license of a Master who willfully fails to exhibit such documents may be suspended or revoked and is liable to a fine of two thousand dollars (US \$2000).

Discharge of
mortgage.

87. The mortgagor upon a complete discharge of the mortgage indebtedness shall immediately file a certificate of discharge duly executed by the mortgagee, his successors or

assigns, with the central office of the Maritime Administrator in the United States of America, or its duly appointed representative elsewhere, which shall thereupon record the certificate; and the mortgagor may similarly file a certificate of partial discharge duly executed by the mortgage, his successor or assigns, which shall be similarly recorded.

88. (1) The lien of a Preferred Mortgage may be enforced in Dominica by a suit in rem in the High Court of Dominica, sitting in Admiralty, upon default of any term or condition.

Foreclosure and default:
jurisdiction and procedure.

(2) In addition to any notice by publication, actual notice of the commencement of suit shall be given by the plaintiff, in such manner as the Court directs, to the Master, other ranking officer, or caretaker of the vessel, and to any person who has recorded a notice of claim of an undischarged lien upon the vessel, unless after search by the plaintiff satisfactory to the Court such person is not found within Dominica.

(3) Failure to give notice under subsection (2) shall not constitute a jurisdictional defect, but the plaintiff shall be liable to the person for damages in the amount of his interest in the vessel terminated by the suit.

(4) The lien of a Preferred Mortgage may also be enforced by a suit in rem in Admiralty or otherwise in any foreign country in which the vessel is found, pursuant to the procedure of that country for the enforcement of ship mortgages constituting maritime liens on vessels documented under the laws of that country.

(5) Notwithstanding anything in this Chapter, the mortgagee may, in addition to all other remedies granted by this Chapter, bring suit in personam against the mortgagor, maker, comaker, or guarantor in any court of competent jurisdiction for the amount of the outstanding mortgage indebtedness or for any

deficiency in the full payment thereof.

(6) The enforcement by suit in rem in Admiralty of the rights of the mortgagee with respect to a vessel or vessels covered by a Preferred Mortgage is not precluded or impaired, notwithstanding the enforcement of any rights that the mortgagee may have under the mortgage to property that is not a vessel.

Preferred status.

89. (1) As used in sections 82, 88, 90 and 92 "Preferred Mortgage" includes, in addition to a Preferred Mortgage made pursuant to the provisions of this part, any mortgage, hypothecation or similar charge created as security upon any documented foreign vessel if that mortgage, hypothecation or similar charge has been duly and validly executed and registered in accordance with the laws of the nation where the vessel is documented;

(2) "Preferred Mortgage lien" includes the lien of that mortgage, hypothecation or similar charge.

Foreclosure;
priority of
Preferred Mortgage
Lien; exemption.

90. Upon the sale of any vessel in a suit in rem in the High Court of Dominica, sitting in Admiralty for the enforcement of a Preferred Mortgage lien, all preexisting claims in the vessel, including any possessory common law lien, shall terminate and shall thereafter attach in like amount and in accordance with their respective priorities to the proceeds of sale; except that the Preferred Mortgage lien shall have priority over all claims against the vessel, except liens arising prior in time to the recording of the Preferred Mortgage as provided in this Part, liens for damages arising out of tort, liens arising under section 58, liens for crew's wages, for general average, and for salvage (including contract salvage) and expenses and fees allowed and costs taxed by the Court.

Necessaries; lien;
enforcement.

91. (1) A person who furnishes, repairs, supplies towage, use of dry dock or marine railway, or other necessities, to any foreign or domestic vessel upon the order of the owner or a

person authorized by the owner, shall have a maritime lien on the vessel.

(2) The managing owner, ship's husband, Master, or any person to whom the management of the vessel at the port of supply is entrusted, including any such appointed by a charterer, owner pro hac vice or agreed purchaser in possession, shall be presumed to have authority from the owner to procure such necessities; but a person tortuously or unlawfully in possession or charge of the vessel shall not have authority to bind it.

(3) This Section does not confer a lien when the furnisher knew, or by exercise of reasonable diligence could have ascertained, that because of the terms of a charter party, agreement for sale of the vessel, or for any other reason, the person ordering necessities was without authority to bind the vessel therefor.

92. This Chapter does not prevent the furnisher of repairs, supplies, towage, use of dry dock or marine railway or other necessities, or the mortgagee, from waiving his right to a lien or, in the case of a Preferred Mortgage lien, to the preferred status of that lien, at any time by agreement or otherwise.

Necessaries:
waiver of lien.

93. (1) Nothing contained in any other provision of law, shall require, permit or be construed as requiring or permitting, endorsements upon any vessel's document in connection with the validity, recording, designation as a Preferred Mortgage, or preferred status of any mortgage in respect of any vessel, or the clearance to be given to that vessel following the recording of any such mortgage.

Abolition of
Mortgage endorsement.

(2) Notwithstanding the provisions of subsection (1), any vessel's document issued or reissued prior to the effective date of this Act and any instrument made, recorded and endorsed prior to the effective date of this Act shall remain subject to the endorsement requirements previously contained, un-

til such time as the vessel's document is surrendered or reissued or a new document is issued, as the case may be.

CHAPTER 4

CARRIAGE BY SEA

PART I - CARRIAGE OF GOODS

Definitions.

94. In this Part:

“carrier” includes the owner or the charterer who enters into a contract of carriage with a shipper;

“carriage of goods” means the period from the time when the goods are loaded on, to the time when they are discharged from the ship; and

“contract of carriage” applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as the document relates to the carriage of goods by sea, including any bill of lading or any similar document issued under or pursuant to a charter-party from the moment at which the bill of lading or similar document of title regulates the relations between a carrier and a holder of the same;

“foreign trade” means the transportation of goods between the ports of Dominica and, or between, ports of foreign countries.

“goods” includes wares, merchandise, and articles of every kind, except live animals, and cargo which by the contract of carriage is stated as being carried on deck and is so carried;

“ship” means a vessel used for the carriage of goods by sea;

95. Subject to the provisions of section 100, under every contract of carriage of goods by sea, the carrier in relation to the loading, handling, stowage, carriage, custody, care and discharge of those goods is subject to the responsibilities and liabilities and entitled to the rights and immunities hereinafter set out. Risks.

96. (1) The carrier is bound, before and at the beginning of the voyage to exercise due diligence to: Responsibilities and liabilities.

- (a) make the ship seaworthy;
- (b) properly man, equip, and supply the ship; and
- (c) make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation.

(2) The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

(3) After receiving the goods into his charge the carrier, or the Master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things:

- (a) the leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of the goods starts, provided, the marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which the goods are contained, in such a manner as should ordinarily remain

legible until the end of the voyage;

- (b) either the number of packages or pieces, or the quantity or weight as the case may be, as furnished in writing by the shipper; and
- (c) the apparent order and condition of the goods; however no carrier, Master, or agent of the carrier, is bound to state or show in the bill of lading any marks, number, quantity, or weight, which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

(4) The bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with subsection (3) and, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

(5) Nothing in this Part shall be construed as limiting the application of any part of the law governing bills of lading.

(6) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of the shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in those particulars.

(7) The right of the carrier to indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(8) Unless notice of loss or damage and the general nature of the loss or damage is given in writing to the

carrier or his agent at the port of discharge before or at the time of the removal of the goods into custody of the person entitled to delivery thereof under the contract of carriage, removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

(9) If the loss or damage is not apparent, the notice must be given within three (3) days of the delivery and the notice of loss or damage may be endorsed upon the receipt for the goods given by the person taking delivery thereof.

(10) The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

(11) Subject to subsection (13), the carrier and the ship shall in any event be discharged from all liability in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered but that period may, however, be extended if the parties so agree after the cause of action has arisen.

(12) In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

(13) An action for indemnity against a third person may be brought even after the expiration of the year provided for in subsection (11), if brought within the time allowed for suit on causes of action in contract, but, the time allowed shall be not less than three (3) months, commencing from the day when the person bringing the action of indemnity has settled the claim or has been served with process in the action against himself.

(14) After the goods are loaded the bill of lading to be issued by the carrier, Master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped"

bill of lading; provided that if the shipper had previously taken up a document of title to the goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier the document of title may be noted at the port of shipment by the carrier, Master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this section be deemed to constitute a "shipped" bill of lading.

(15) Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with the goods, arising from negligence, fault, or failure in the duties and obligations provided in this section, or lessening the liability otherwise than as provided in this Chapter, is null and void.

(16) A benefit of insurance in favor of the carrier, or similar clause, shall be deemed to be a clause relieving the carrier from liability.

Rights and
immunities.

97. (1) Neither the carrier nor the ship is liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to ensure that the ship is properly manned, equipped, and supplied, and to make holds, refrigerating and cooling chambers, and all other parts of the ship in which the goods are carried, fit and safe for their reception, carriage, and preservation in accordance with the provisions of section 96 (1).

(2) Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence is on the carrier or other persons claiming exemption under this section.

(3) Neither the carrier nor the ship is responsible for loss or damage arising or resulting from:

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- (a) act, neglect, or default of the Master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;
 - (b) fire, unless caused by the actual fault or privity of the carrier;
 - (c) perils, dangers, and accidents of the sea or other navigable waters;
 - (d) act of God;
 - (e) act of war;
 - (f) act of public enemies;
 - (g) arrest or restraint of princes, rulers, or people, or seizure under legal process;
 - (h) quarantine restrictions;
 - (i) act or omission of the shipper or owner of the goods, his agent or representative;
 - (j) strikes, lockouts, stoppage or restraint of labor from whatever cause, whether partial or general; however nothing herein contained shall be construed to relieve a carrier from responsibility for the carrier's own acts;
 - (k) riots and civil commotions;
 - (l) saving or attempting to save life or property at sea;
 - (m) wastage in bulk or weight or any other loss or damage arising from inherent defect, qual-

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- ity, or price of the goods;
 - (n) insufficiency of packing;
 - (o) insufficiency or inadequacy of marks;
 - (p) latent defects not discoverable by due diligence; and
 - (q) any other cause arising without the actual fault and privity of the carrier and without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(4) The shipper is not responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

(5) Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of this Chapter or the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom; but if the deviation is for the purpose of loading or unloading cargo or passengers it shall, *prima facie*, be regarded as unreasonable.

(6) Unless the nature and value of the goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.67 units of account per package or unit or 2 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher:

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- (a) The total amount recoverable shall be calculated by reference to the value of the goods at the place and time at which the goods are discharged from the ship in accordance with the contract, or should have been so discharged.
- (b) The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
- (c) Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading as packed in the article of transport shall be deemed the number of packages or units for the purpose of this subsection as far as these packages or units are concerned, otherwise the article of transport shall be considered the package or unit.
- (d) The unit of account mentioned in this section is the Special Drawing Right as defined by the International Monetary Fund and the dollar value in terms of the Special Drawing Right shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.
- (e) Neither the carrier nor the ship is entitled to the benefit of the limitation of liability pro-

vided for in this subsection if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

- (f) The declaration mentioned in this subsection if embodied in the bill of lading, is *prima facie* evidence, but is not binding or conclusive on the carrier.
- (g) By agreement between the carrier, Master or agent of the carrier, and the shipper, other maximum amounts than those mentioned in this subsection may be fixed, provided, that no maximum amount so fixed shall be less than the appropriate maximum mentioned herein.
- (h) Neither the carrier nor the ship is responsible in any event for loss or damage to, or in connection with goods, if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

(7) Goods of an inflammable, explosive, or dangerous nature, the shipment of which the carrier, Master or agent of the carrier has not consented to with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of those goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from the shipment.

(8) If any such goods shipped with such knowledge and consent becomes a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of

the carrier except to general average, if any.

Defences.

98. (1) The defences and limits of liability provided for in this Part apply in any action against the carrier in respect of loss or damage to goods covered by a contract of carriage whether the action be founded in contract or in tort.

(2) If such an action is brought against a servant or agent of the carrier (that servant or agent not being an independent contractor), that servant or agent is entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under this Part.

(3) The aggregate of the amounts recoverable from the carrier, and the servants and agents, shall in no case exceed the limit provided for in this Part.

(4) A servant or agent of the carrier is not entitled to avail himself of the provisions of this section, if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

99. (1) A carrier is at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under this Part, provided that the surrender or increase is embodied in the bill of lading issued to the shipper.

Surrender of rights
and immunities, and
increase of
responsibilities and
liabilities.

(2) The provisions of this Part do not apply to charter-parties, but if bills of lading are issued in the case of a ship under a charter-party they shall comply with the terms of this Part.

(3) Nothing in this Part shall be held to prevent the insertion in a bill of lading of any lawful provision regarding

Special conditions. general average.

100. (1) Notwithstanding the provisions of the preceding sections, a carrier, Master or agent of the carrier, and a shipper are, in regard to any particular goods, at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for those goods, and as to the rights and immunities of the carrier in respect of those goods, or his obligation as to seaworthiness (so far as the stipulation regarding seaworthiness is not contrary to public policy), or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea; provided that in this case no bill of lading has been or shall be issued and that the terms agreed are embodied in a receipt which is a nonnegotiable document and is marked as such.

(2) Any agreement so entered into shall have full legal effect; except that this section does not apply to ordinary commercial shipments made in the ordinary course of trade but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as to reasonably justify a special agreement.

Contract permitted as to damage to goods while not on ship.

101. Nothing contained in this Part shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on, and subsequent to the discharge from, the ship on which the goods are carried by sea.

Effect of Part.

102. (1) The provisions of this Part do not affect the rights and obligations of the carrier under the provisions of Chapter 5 of this Act, or under the provisions of any statute for the time being in force, relating to the limitation of the liability of the owners of sea-going vessel

(2) This Part does not affect the provisions of any International Convention or national law governing liability for nuclear damage.

103. Nothing contained in this Part shall be construed as permitting a common carrier by water to discriminate between competing shippers similarly placed in time and circumstances, either:

Discrimination
forbidden as to
competing ship-
pers.

- (a) with respect to their right to demand and receive bills of lading subject to the provisions of this Part; or
- (b) when issuing bills of lading, either in the surrender of any of the carrier's rights and immunities or in the increase of any of the carrier's responsibilities.

104. Where under the customs of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper, and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in this Chapter, the bill of lading shall not be deemed, to be *prima facie* evidence against the carrier on the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

Bulk cargo-weights
ascertained by third
parties.

105. This Part applies to all contracts for carriage of goods by sea:

Scope of Part.

- (a) on board vessels of Dominica in foreign trade; o

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- (b) to or from ports of Dominica in foreign trade, whatever may be the nationality of the ship, the carrier, the shipper, the consignee, or any other interested person.

Fire damage.

106. Notwithstanding any other provision of this Part, no owner of any vessel shall be liable to answer for, or make good to any person, any loss or damage which may happen to any merchandise, which is shipped, taken in, or put on board that vessel, by reason or by means of any fire happening to or on board the vessel, unless the fire is caused by the actual fault or privity of the owner.

PART II - CARRIAGE OF PASSENGERS AND LUGGAGE

Definitions.

107. In this Part

“cabin luggage” means luggage which the passenger has in his cabin or is otherwise in his possession, custody or control and luggage which the passenger has in or on his vehicle;

“carriage” means the following periods:

- (i) with regard to the passenger and his cabin luggage, the period during which the passenger and/or his cabin luggage are on board the ship or in the course of embarkation or disembarkation, and the period during which the passenger and his cabin luggage are transported by water from land to the ship or vice-versa, if the cost of that transport is included in the fare or if the vessel used for this purpose of auxiliary transport has been put at the disposal of the passenger by the carrier, but, with regard to the passenger, carriage does not include the period during which

he is in a marine terminal or station or on a quay or in or on any other port installation;

(ii) with regard to cabin luggage, also the period during which the passenger is in a marine terminal or station or on a quay or in or on any other port installation if that luggage has been taken over by the carrier or its servant or agent and has not been redelivered to the passenger;

(iii) with regard to other luggage which is not cabin luggage, the period from the time of its taking over by the carrier or his servant or agent on shore or on board until the time of its re-delivery by the carrier or his servant or agent;

“carrier” includes the owner or the charterer who enters into a contract of carriage with a shipper;

“contract of carriage” means a contract made by or on behalf of a carrier for the carriage by sea of a passenger or of a passenger and his luggage, as the case may be;

“international carriage” means any carriage in which, according to the contract of carriage, the place of departure and the place of destination are situated in two different States, or in a single State if, according to the contract of carriage or the scheduled itinerary, there is an intermediate port of call in another State.

“loss of or damage to luggage” includes pecuniary loss resulting from the luggage not having been re-delivered to the passenger within a reasonable time after the arrival of the ship on which the luggage has been or should have been carried, but does not include delays resulting from labor disputes;

“luggage” means any article or vehicle carried by the carrier under a contract of carriage, excluding:

- (i) articles and vehicles carried under a charter party, bill of lading or other contract primarily concerned with the carriage of goods; and
- (ii) live animals;

“passenger” means any person carried in a ship,

- (i) under a contract of carriage; or
- (ii) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods not governed by this Part;

“Performing carrier” means a person other than the carrier, being the owner, charterer or operator of a ship, who actually performs the whole or a part of the carriage;

“ship” means a seagoing vessel, and does not include an air-cushion vehicle;

Application.

108. (1) This Part applies to an international carriage if-

- (a) the ship is flying the flag of or is registered in Dominica;
- (b) the contract of carriage has been made in a State Party to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended; or

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- (c) the place of departure or destination, according to the contract of carriage, is in a State Party to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended.

(2) Notwithstanding subsection (1), this Part does not apply when the carriage is subject, under any international convention concerning the carriage of passengers or luggage by another mode of transport, to a civil liability regime under the provisions of that convention, in so far as those provisions have mandatory application to carriage by sea.

(3) This Part applies to commercial carriage undertaken by States or Public Authorities under contracts of carriage within the meaning of section 107.

109. (1) The carrier is liable for the damage suffered as a result of the death of or personal injury to a passenger and the loss of or damage to luggage if the incident which caused the damage so suffered occurred in the course of the carriage and was due to the fault or neglect of the carrier or of his servants or agents acting within the scope of their employment.

Liability of the carrier.

(2) The burden of proving that the incident which caused the loss or damage occurred in the course of the carriage, and the extent of the loss or damage, lies with the claimant.

(3) Fault or neglect of the carrier or of his servants or agents acting within the scope of their employment shall be presumed, unless the contrary is proved, if the death of or personal injury to the passenger or the loss of or damage to cabin luggage arose from or in connection with the shipwreck, collision, stranding, explosion or fire, or defect in the ship.

(4) In respect of loss of or damage to other luggage, fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage and in all other cases the burden of proving fault or neglect lies with the claimant.

Performing carrier.

110. (1) If the performance of the carriage or part thereof has been entrusted to a performing carrier, the carrier shall nevertheless remain liable for the entire carriage according to the provisions of this Part and in addition, the performing carrier shall be subject and entitled to the provisions of this Part for the part of the carriage performed by him.

(2) The carrier is, in relation to the carriage performed by the performing carrier, liable for the acts and omissions of the performing carrier and of his servants and agents acting within the scope of their employment.

(3) Any special agreement under which the carrier assumes obligations not imposed by this Part or any waiver of rights conferred by this Part shall affect the performing carrier only if agreed by him expressly and in writing.

(4) Where and to the extent that both the carrier and the performing carrier are liable, their liability shall be joint and several.

(5) Nothing in this section shall prejudice any right of recourse as between the carrier and the performing carrier.

Valuables.

111. The carrier is not liable for the loss of or damage to monies, negotiable securities, gold, silverware, jewelry, ornaments, works of art, or other valuables, except where those valuables have been deposited with the carrier for the agreed purpose of safe-keeping in which case the carrier is li-

able up to the limit provided for in section 114(3) , unless a higher limit is agreed upon in accordance with section 116 (1) .

112. If the carrier proves that the death of or personal injury to a passenger or the loss of or damage to his luggage was caused or contributed to by the fault or neglect of the passenger, the court seized of the case may exonerate the carrier wholly or partly from his liability in accordance with the provisions of the law of that court. Contributory fault.

113. (1) The liability of the carrier for the death of or personal injury to a passenger shall in no case exceed 46,666 units of account per carriage. Limit of liability for personal injury.

(2) Where in accordance with the law of the court seized of the case damages are awarded in the form of periodic income payments, the equivalent capital value of those payments shall not exceed the said limit.

114. (1) The liability of the carrier for the loss of or damage to cabin luggage shall in no case exceed 833 units of account per passenger, per carriage. Limit of liability for loss of or damage to luggage.

(2) The liability of the carrier for the loss of or damage to vehicles including all luggage carried in or on the vehicle shall in no case exceed 3,333 units of account per vehicle, per carriage.

(3) The liability of the carrier for the loss of or damage to luggage other than that mentioned in subsections (1) and (2) shall in no case exceed 1,200 units of account per passenger, per carriage.

(4) The carrier and the passenger may agree that the liability of the carrier shall be subject to a deductible not exceeding 117 units of account in the case of damage to a vehi-

cle and not exceeding 13 units of account per passenger in the case of loss of or damage to other luggage, this sum to be deducted from the loss or damage.

Unit of Account.

115. (1) The Unit of Account mentioned in this Part is the Special Drawing Right as defined by the International Monetary Fund.

(2) The amounts mentioned in sections 113 and 114 shall be converted into the U.S. Dollar on the basis of the value of the U.S. Dollar on the date of the judgment or the date agreed upon by the Parties.

(3) The value of the U.S. Dollar, in terms of the Special Drawing Right, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.

Supplementary provisions on limits of liability.

116. (1) The carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in sections 113 and 114.

(2) Interest on damages and legal costs shall not be included in the limits of liability prescribed in sections 113 and 114.

Defences and limits for carriers' servants.

117. If an action is brought against a servant or agent of the carrier or of the performing carrier arising out of damage covered by this Part, that servant or agent, if he proves that he acted within the scope of his employment, is entitled to avail himself of the defenses and limits of liability which the carrier or the performing carrier is entitled to invoke under this Part.

118. (1) Where the limits of liability prescribed in sections 113 and 114 take effect, they apply to the aggregate of the amounts recoverable in all claims arising out of the death of or personal injury to any one passenger or the loss of or damage to his luggage.

Aggregation of claims.

(2) In relation to the carriage performed by a performing carrier, the aggregate of the amounts recoverable from the carrier and the performing carrier and from their servants and agents acting within the scope of their employment shall not exceed the highest amount which could be awarded against either the carrier or the performing carrier under this Part, but none of the persons mentioned is liable for a sum in excess of the limit applicable to him.

(3) In any case where a servant or agent of the carrier or of the performing carrier is entitled under section 117 to avail himself of the limits of liability prescribed in sections 113 and 114, the aggregate of the amounts recoverable from the carrier, or the performing carrier as the case may be, and from that servant or agent, shall not exceed those limits.

119. (1) The carrier is not entitled to the benefit of the limits of liability prescribed in sections 113, 114 and 116(1) if it is proved that the damage resulted from an act or omission of the carrier done with the intent to cause the damage, or recklessly and with knowledge that the damage would probably result.

Loss of right to limit liability.

(2) The servant or agent of the carrier or of the performing carrier is not entitled to the benefit of those limits if it is proved that the damage resulted from an act or omission of that servant or agent done with the intent to cause the damage, or recklessly and with knowledge that the damage would probably result.

Basis for claims.

120. No action for damages for the death of or personal injury to a passenger, or for the loss of or damage to luggage, shall be brought against a carrier or performing carrier otherwise than in accordance with this Part.

Notice of loss or damages to luggage.

121. (1) The passenger shall give written notice to the carrier or his agent:

(a) in the case of apparent damage to luggage:

(i) for cabin luggage, before or at the time of disembarkation of the passenger;

(ii) for all other luggage, before or at the time of its redelivery;

(b) in the case of damage to luggage which is not apparent, or loss of luggage, within fifteen (15) days from the date of disembarkation or redelivery or from the time when the redelivery should have taken place.

(2) If the passenger fails to comply with this section, he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.

(3) The notice in writing need not be given if the condition of the luggage has at the time of its receipt been the subject of joint survey or inspection.

Time-bar for action.

122. (1) Any action for damages arising out of the death of or personal injury to a passenger or for the loss of or damage to luggage shall be time-barred after a period of three (3) years.

(2) The limitation period shall be calculated as follows:

-
- (a) in the case of personal injury, from the date of disembarkation of the passenger;
 - (b) in the case of death occurring during carriage, from the date when the passenger should have disembarked, and in the case of personal injury occurring during carriage and resulting in the death of the passenger after disembarkation, from the date of death, provided that this period shall not exceed three (3) years from the date of disembarkation;
 - (c) in the case of loss of or damage to luggage, from the date of disembarkation or from the date when disembarkation should have taken place, whichever is later.

(3) The law of the court seized of the case shall govern the grounds of suspension and interruption of limitation periods, but in no case shall an action under this Part be brought after the expiration of a period of three (3) years from the date of disembarkation of the passenger or from the date when disembarkation should have taken place, whichever is later.

(4) Notwithstanding subsections (1), (2) and (3) the period of limitation may be extended by a declaration of the carrier or by agreement of the parties after the cause of action has arisen.

(5) The declaration or agreement referred to in subsection (4) shall be in writing.

123. (1) An action arising under this Part shall, at the option of the claimant, be brought before one of the courts listed below, provided that the court is located in a State Party to the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, as amended:

Competent
jurisdiction.

-
- (a) the court of the place of permanent residence or principal place of business of the defendant; or
 - (b) the court of the place of departure or that of the destination according to the contract of carriage, or
 - (c) a court of the State of the domicile or permanent residence of the claimant, if the defendant has a place of business and is subject to jurisdiction in that State ; or
 - (d) a court of the State where the contract of carriage was made, if the defendant has a place of business and is subject to jurisdiction in that State.

(2) After the occurrence of the incident which has caused the damage, the parties may agree that the claim for damages shall be submitted to any jurisdiction or to arbitration.

Invalidity of contractual provisions.

124. Any contractual provision concluded before the occurrence of the incident which has caused the death of or personal injury to a passenger or the loss of or damage to his luggage, purporting to relieve the carrier of his liability towards the passenger or to prescribe a lower limit of liability than that fixed in this Part except as provided in section 114(4) , and any provision purporting to shift the burden of proof which rests on the carrier, or having the effect of restricting the option specified in section 123(1), is null and void, but the nullity of that provision does not render void the contract of carriage which remains subject to the provisions of this Part.

Other provisions on limitation of liability.

125. This Part does not modify the rights or duties of the carrier, the performing carrier, and their servants or agents provided for in Part I of this Chapter, or in international

conventions relating to the limitation of liability of owners of seagoing ships.

126. No liability arises under this Part for damage caused by a nuclear incident: Nuclear damage.

- (a) if the operator of a nuclear installation is liable for the damage under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by its Additional Protocol of 28 January 1964, or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage; or
- (b) if the operator of a nuclear installation is liable for the damage by virtue of a national law governing the liability for that damage, provided that the law is in all respects as favorable to persons who may suffer damage as either the Paris or the Vienna Conventions.

CHAPTER 5

LIMITATION OF LIABILITY FOR MARITIME CLAIMS

PART I - THE RIGHT OF LIMITATION

127. In this Part: Definitions.

“Court” means, in Dominica, the High Court sitting in Admiralty, and outside of Dominica, a court of competent maritime jurisdiction;

“Salvage operations” includes operations referred to in sections 129(1) (d), (e) and (f);

“Salvor” means a person who renders services in direct connection with salvage operations;

“shipowner” means the owner, charterer, manager or operator of a seagoing ship;

Persons entitled to limit liability.

128. (1) A shipowner or salvor, may limit his liability in accordance with the rules of this Chapter for claims set out in section 129.

(2) If any claims set out in section 129 are made against any person for whose act, neglect or default the shipowner or salvor is responsible, that person shall be entitled to avail himself of the limitation of liability provided for in this Chapter.

(3) In this Chapter the liability of a shipowner includes liability in an action brought against the vessel herself.

(4) An insurer of liability for claims subject to limitation in accordance with the rules of this Chapter is entitled to the benefits of this Chapter to the same extent as the assured himself.

(5) The act of invoking limitation of liability does not constitute an admission of liability.

Claims subject to limitation.

129. (1) Subject to sections 130 and 131, the following claims, whatever the basis of liability may be, are subject to limitation of liability:

(a) claims in respect of loss of life or personal injury or loss or damage to property (including damage to harbor works, basins and wa-

terways and aids to navigation), occurring on board or in direct connection with the operation of the ship or with salvage operations, and consequential loss resulting therefrom;

- (b) claims in respect of loss resulting from delay in the carriage by sea of cargo, passengers or their luggage;
- (c) claims in respect of other loss resulting from infringement of rights other than contractual rights, occurring in direct connection with the operation of the ship or salvage operations;
- (d) claims in respect of the raising, removal, destruction or the rendering harmless of a ship which is sunk, wrecked, stranded or abandoned, including anything that is or has been on board the ship;
- (e) claims in respect of the removal, destruction or the rendering harmless of the cargo of the ship;
- (f) claims of a person other than the person liable in respect of measures taken in order to avert or minimize loss for which the person liable may limit his liability in accordance with this Chapter, and further loss caused by such measures.

(2) Claims set out in subsection (1) , are subject to limitation of liability even if brought by way of recourse or for indemnity under a contract or otherwise, except that, claims set out under subsection 1(d), (e) and (f) , are not subject to limitation of liability to the extent that they relate to remuneration under a contract with the person liable.

Claim excepted
from limitation.

130. The rules of this Chapter do not apply to:

- (a) claims for salvage or contribution in general average;
- (b) claims for oil pollution damage within the meaning of the International Convention on Civil Liability for Oil Pollution Damage, dated 29 November 1969 or of any amendment or Protocol thereto which is in force;
- (c) claims subject to any international convention or national legislation governing or prohibiting limitation of liability for nuclear damage;
- (d) claims against the shipowner of a nuclear ship for nuclear damage;
- (e) claims by servants of the shipowner or salvor whose duties are connected with the ship or the salvage operations, including claims of their heirs, dependents or other persons entitled to make such claims, if under the law governing the contract of service between the shipowner or salvor and those servants the shipowner or salvor is not entitled to limit his liability in respect of such claims, or if he is by law only permitted to limit his liability to an amount greater than that provided for in section 133.

Conduct barring
limitation.

131. A person liable is not entitled to limit his liability if it is proved that the loss resulted from his personal act or omission, committed with the intent to cause the loss, or recklessly and with knowledge that the loss would probably result.

132. Where a person entitled to limitation of liability under the rules of this Chapter has a claim against the claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Chapter shall only apply to the balance, if any. Counterclaims.

PART II - LIMITS OF LIABILITY

133. (1) The limits of liability for claims other than those mentioned in section 134, arising on any distinct occasion, shall be calculated as follows: The general limits.

(a) in respect of claims for loss of life or personal injury,

(i) 333,000 Units of Account for a ship with a tonnage not exceeding 500 tons;

(ii) for a ship with a tonnage in excess thereof, the following amount in addition to that mentioned in clause (i):

(A) for each ton from 501 to 3,000 tons, 500 Units of Account;

(B) for each ton from 3,001 to 30,000 tons, 333 Units of Account;

(C) for each ton from 30,001 to 70,000 tons, 250 Units of Account; and

(D) for each ton in excess of 70,000 tons, 167 Units of Account;

(b) in respect of any other claims,

(i) 167,000 Units of Account for a ship with a tonnage not exceeding 500 tons;

(ii) for a ship with a tonnage in excess thereof the following amount in addition to that mentioned in clause (i) of this Paragraph:

(A) for each ton from 501 to 30,000 tons, 167 Units of Account;

(B) for each ton from 30,001 to 70,000 tons, 125 Units of Account; and

(C) for each ton in excess of 70,000 tons, 83 Units of Account.

(2) Where the amount calculated in accordance with subsection (1)(a), is insufficient to pay the claims mentioned therein in full, the amount calculated in accordance with subsection (1)(b), shall be available for payment of the unpaid balance of claims under subsection (1)(a), and the unpaid balance shall rank rateably with claims mentioned under subsection (1)(b).

(3) The limits of liability for any salvor not operating from any ship or for any salvor operating solely on the ship to, or in respect of which he is rendering salvage services, shall be calculated according to a tonnage of 1,500 tons.

(4) For the purpose of this Chapter the ship's tonnage shall be the gross tonnage calculated in accordance with the tonnage measurement rules contained in Annex I of the International Convention on Tonnage Measurement of Ships, 1969, as amended.

134. (1) In respect of claims arising on any distinct occasion for loss of life or personal injury to passengers of a ship, the limit of liability of the shipowner shall be an amount of 46,666 Units of Account multiplied by the number of passengers which the ship is authorized to carry according to the ship's certificate, but not exceeding 25 million Units of Account.

The limit for
passenger claims.

(2) For the purpose of this section "claims for loss of life or personal injury to passengers of a ship" means any such claims brought by or on behalf of any person carried in that ship:

- (a) under a contract of passenger carriage ; or
- (b) who, with the consent of the carrier, is accompanying a vehicle or live animals which are covered by a contract for the carriage of goods.

135. (1) The Unit of Account referred to in sections 133 and 134, is the Special Drawing Right as defined by the International Monetary Fund.

Unit of account.

(2) The amounts mentioned in sections 133 and 134 , shall be converted into the U.S. Dollar according to the value of the U.S. Dollar at the date the limitation fund shall have

been constituted, payment is made, or security is given which the Court deems equivalent to such payment.

(3) The value of the U.S. Dollar in terms of the Special Drawing Right shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions.

Aggregation of
claims.

136. (1) The limits of liability determined in accordance with section 133, applies to the aggregate of all claims which arise on any distinct occasion:

- (a) against the person or persons mentioned in section 127, and any person for whose act, neglect or default he or they are responsible;
- (b) against the shipowner of a ship rendering salvage services from that ship and the salvor or salvors operating from that ship and any person for-whose act, neglect or default he or they are responsible; or
- (c) against the salvor or salvors who are not operating from a ship or who are operating solely on the ship to, or in respect of which, the salvage services are rendered and any person for whose act, neglect or default he or they are responsible.

(2) The limits of liability determined in accordance with section 133, apply to the aggregate of all claims subject thereto which may arise on any distinct occasion against the person or persons mentioned in section 127 in respect of the ship referred to in section 134, and any person for whose act, neglect or default he or they are responsible.

PART III- THE LIMITATION FUND

137. (1) Limitation of liability may be invoked in the defense of an action notwithstanding that a limitation fund as mentioned in section 138, has not been constituted.

Limitation of liability without constitution of a limitation fund.

(2) If limitation of liability is invoked without the constitution of a limitation fund, the provisions of section 139, shall apply correspondingly.

(3) Questions of procedure shall be resolved in accordance with the *lex fori*.

138. (1) A person alleged to be liable may constitute a fund with the Court in respect of claims subject to limitation and the fund shall be constituted in the sum of such of the amounts set out in sections 133 and 134 , as are applicable to claims for which that person may be liable, together with interest thereon from the date of the occurrence giving rise to the liability until the date of the constitution of the fund.

Constitution of the fund.

(2) Any fund constituted under subsection (1) shall be available only for the payment of claims in respect of which limitation of liability can be invoked.

(3) A fund may be constituted, either by depositing the sum, or by producing a guarantee considered to be adequate by the Court.

(4) A fund constituted by one of the persons mentioned in section 136 (1), or his insurer shall be deemed constituted by all persons mentioned in that section respectively.

139. (1) Subject to the provisions of section 133 (1), (2) and (3) and section 134, the fund shall be distributed among the claimants in proportion to their established claims against the fund.

Distribution of the fund.

(2) If, before the fund is distributed, the person liable, or his insurer, has settled a claim against the fund that person shall, up to the amount he has paid, acquire by subrogation the rights which the person so compensated would have enjoyed under this Chapter.

(3) The right of subrogation provided for in subsection (2) , may also be exercised by persons other than those therein mentioned in respect of any amount of compensation which they may have paid.

(4) Where the person liable or any other person establishes that he may be compelled to pay, at a later date, in whole or in part any amount of compensation with regard to which that person would have enjoyed a right of subrogation pursuant to subsections (2) and (3) had the compensation been paid before the fund was distributed, the Court may order that a sufficient sum be provisionally set aside to enable that person at a later date to enforce his claim against the fund.

Bar to other
actions.

140. (1) Where a limitation fund has been constituted in accordance with section 138, any person having made a claim against the fund is barred from exercising any right in respect of that claim against any other assets of a person by or on behalf of whom the fund has been constituted.

(2) After a limitation fund has been constituted in accordance with section 138 , any ship or other property, belonging to a person on behalf of whom the fund has been constituted, which has been arrested or attached in Dominica for a claim which may be raised against the fund, or any security given, may be released by order of the Court.

(3) A release under subsection (2) shall always be ordered if the limitation fund has been constituted:

(a) at the port where the occurrence took place,

or, if it took place out of port, at the first port of call thereafter;

(b) at the port of disembarkation in respect of claims for loss of life or personal injury;

(c) at the port of discharge in respect of damage to cargo; or

(d) in the State where the arrest is made.

(4) The rules of subsections (1), (2) and (3) apply only if the claimant may bring a claim against the limitation fund before the Court administering that fund and the fund is actually available and freely transferable in respect of that claim.

141. Subject to the provisions of section 15 and of this Chapter, the rules relating to the constitution and distribution of a limitation fund, and all rules of procedure in connection therewith, shall be governed by the civil procedure law of Dominica. Governing law.

142. (1) This Chapter applies whenever any person referred to in section 127, seeks to limit his liability before a Court of Dominica or seeks to procure the release of a ship or other property or the discharge of any security given within the jurisdiction of Dominica. Scope of application.

(2) This Chapter does not apply to:

(a) air-cushion vehicles;

(b) floating platforms constructed for the purpose of exploring or exploiting the natural resources of the sea-bed or the subsoil.

CHAPTER 6**CIVIL LIABILITY FOR OIL POLLUTION DAMAGE**

Definitions.

143. For the purpose of this Chapter:

“1992 Fund Convention” means the International Convention of 1971 on the Establishment of an International Fund for Compensation for Oil Pollution Damage, adopted in Brussels on 18 December 1971, as amended by the Protocol of 1992, adopted in London on 27 November 1992;

“1992 Civil Liability Convention” means the International Convention of 1969 on Civil Liability for Oil Pollution Damage, adopted at Brussels on 29 November 1969, as amended by the Protocol of 1992, adopted in London on 27 November 1992;

“1992 Fund” means the International Oil Pollution Compensation Fund 1992 established under the provisions of the 1992 Fund Convention.

International convention.

144. Subject to the provisions of sections 145-148 below Articles I-XI of the 1992 Civil Liability Convention shall form part of the law of Dominica.

Action for compensation.

145. An action for compensation under this Chapter may be brought before the High Court of Dominica if pollution damage resulting from the incident has been sustained in Dominica, including its Territorial Sea or Exclusive Economic Zone of Dominica or an area beyond and adjacent to the Territorial Sea of Dominica and extending two hundred (200) nautical miles from the baselines from which the breadth of its territorial seas is measured, or if measures have been taken to prevent or minimize such damage.

146. The Limitation Fund referred to in Article V.3 of the 1992 Civil Liability Convention shall be constituted with the High Court. Limitation fund.

147. (1) The High Court shall determine the procedure for the presentation of claims and for the distribution of the Limitation Fund. Procedure.

(2) If the limitation amount is insufficient to satisfy the claims of those who are entitled to compensation, the amount of compensation of each claimant shall be reduced pro rata.

148. (1) With respect to vessels registered in Dominica under the provisions of this Act, certificates of insurance referred to in Article VII.2 of the 1992 Civil Liability Convention, shall be issued by the Maritime Administrator in the form prescribed in relevant regulations. Certificate of insurance.

(2) Subsection (1) applies to ships flying the flag of a State not Party to the Convention that enter or leave a port in the territory of Dominica.

(3) The Maritime Administration shall determine the procedure for the issue of certificates and their validity.

149. (1) The Maritime Administrator shall ensure the compliance with Article VII.11 of the 1992 Civil Liability Convention. Penalty for lack of certificate.

(2) If a ship, as defined in Article 11 of the 1992 Civil Liability Convention, enters or leaves a port or terminal installation within the territory of Dominica without carrying a valid certificate of insurance under the Convention, the

owner and the master of that ship shall be subject to a fine in an amount not to exceed ten thousand dollars (\$10,000).

CHAPTER 7

INVESTIGATION - WRECKS AND SALVAGE

PART I - WRECKS AND SALVAGE

International
Agreement as to
derelicts.

150. The Government of Dominica may enter into international agreements with governments interested for the reporting, marking and removing of dangerous wrecks, derelicts and other menaces to navigation in the Eastern Caribbean Region outside the coastal waters bordering Dominica.

International
agreements;
derelicts; expenses.

151. (1) The Government of Dominica may conclude agreements with interested maritime nations for the:

- (a) service of assistance to vessels and crews requiring aid within the limits of a patrol to be defined in the agreement concluded; and
- (b) service for the destruction or removal of derelicts in the Central Pacific Region, the area in which the service is to be maintained to be determined in the agreements by appropriate latitudinal and longitudinal boundaries.

(2) The Government may include in the agreements a provision for payment to the Government of Dominica

by the countries concerned of a proportionate share of the expense for the maintenance of the services named and all the agreements shall be subject to ratification by the Parliament.

152. (1) The Maritime Administrator or other authorized official in countries on whose shores vessels of Dominica are stranded shall take proper measures for saving the vessels, their cargoes and appurtenances, storing and securing the effects and merchandise saved, and taking inventories thereof; and the merchandise and effects with inventories thereof shall, after payment of the expenses, be delivered to the owners.

Vessels stranded on foreign coasts.

(2) The Maritime administrator or any authorized official shall not take possession of any such merchandise, or other property, when the Master, owner or consignee thereof is present or capable of taking possession of the same.

(3) The Minister is hereby authorized to conclude agreements with countries in which Dominica is neither represented by the Deputy Administrator, any Assistant Administrator or any Special Agent, for the purpose of securing the service herein imposed upon the Deputy Administrator, any Assistant Administrator or any Special Agent in countries to which they are assigned.

(4) The Minister may, by Instrument in writing, delegate to the Maritime Administrator, the power conferred on him in subsection (3).

153. The right to remuneration for assistance or salvage services shall not be affected by common ownership of the vessels rendering and receiving that assistance or salvage services.

Rights to salvage not affected by ownership of vessel.

154. Salvors of human life or cargo who have taken part in the services rendered in connection with the inci-

Salvage remuneration.

dent giving rise to salvage are entitled to a fair share of the remuneration awarded to the salvors of the vessel, her cargo and accessories.

Time limits for
salvage suits.

155. A suit for the recovery of remuneration for rendering assistance of salvage services shall not be maintainable if brought later than three (3) years from the date when such assistance or salvage was rendered, unless during that period there has not been reasonable opportunity for securing jurisdiction of the vessel, person or corporation to be charged, in which case the right of action shall not lapse until ninety (90) days after there has been a reasonable opportunity to secure jurisdiction.

Recovery for
salvage services
rendered by
government vessels.

156. (1) The Maritime Administrator or its agent and the crew of any vessel owned or operated by Dominica or its representatives, may collect and sue for salvage services rendered by that vessel and crew.

(2) Any salvage monies recovered by the Maritime Administrator, or its agent and not for the benefit of the crew, shall be held for the credit of the government agency having possession or control of the vessel rendering the service.

PART II - INVESTIGATIONS

Marine casualties.

157. (1) In the event of any casualty involving a vessel of Dominica where there is loss of life or loss or damage of property estimated to be in excess of fifty thousand dollars (US \$50,000), the Master shall immediately forward a report thereon to the Maritime Administrator in accordance with such Regulations as the Minister may make from time to time.

(2) Where there is a failure to execute and file a report as required, the Master and vessel shall each be liable to a fine of five thousand dollars (US \$5000) upon notice from the Maritime Administrator.

158. The Minister may, from time to time, make such Rules and Regulations, as are deemed by him necessary and appropriate to the investigation of marine casualties involving vessels registered under the laws of Dominica or otherwise occurring in the jurisdiction of Dominica.

Marine casualty investigations.

Passed in the House of Assembly this 5th day of September, 2000.

ALEX F. PHILLIP (MRS.)
Clerk of the House of Assembly

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