Maritime legislation development proposal in the Yemen Arab Republic

Abdullah S.S. Al-Hakimi

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MARITIME LEGISLATION DEVELOPMENT PROPOSAL
IN
THE YEMEN ARAB REPUBLIC

WORLD MARITIME UNIVERSITY
MALMÖE
SWEDEN
IN THE NAME OF GOD, THE BENEFICENT, THE MERCIFUL

WORLD MARITIME UNIVERSITY
MALMOE - SWEDEN

MARITIME LEGISLATION DEVELOPMENT PROPOSAL
IN

THE YEMEN ARAB REPUBLIC

BY:

ABDULLAH SALLAM S. AL-HAKIMI
YEMEN ARAB REPUBLIC

A paper submitted to the faculty of World Maritime University in partial satisfaction of the requirements for the award of a

MASTER OF SCIENCE DEGREE
in
GENERAL MARITIME ADMINISTRATION

The contents of this paper reflect my personal views and are not necessarily endorsed by the university.

Signature: [Signature]
Date: October 26, 1988

Supervised and assessed by:
Mr. Carlos M. Moreno
Lecturer in Maritime Law
World maritime University

Co-assessed by:
Professor Terzy Mlynarczyk
Professor in Maritime Law
World Maritime University
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DEFINITIONS AND ABBREVIATION

1. Definitions:
   i) National waters means; territorial water and the EEZ.
   ii) National means; the Yemen Arab Republic national.
   iii) Administration means; the maritime administration in Yemen, which represented by PMAC.
   iv) Ship means; any floating unit, operating in commercial navigation.
   v) National ships; are the ships flying the national flag and registered in Yemen.
   vi) Franc is equivalent to 65.5 melligrames of gold of millesimal finness 900. (with attention the system have been changed to Special Drawing Right).
   vii) Unit of account is the Special Drawing Right as determined by the International Monetary Fund.

2. Abbreviations:
   1) Y.A.R. is the Yemen Arab Republic.
   2) PMAC. is Ports & Marine Affairs Corporation.
   3) SOLS. is Safety Of Life At Sea convention.
   4) MARPOL. is Marine Pollution Prevention convention.
   5) COLREG. is convention on International Regulations Of Preventing Collisions At Sea.
   6) STCW. is international convention on Standards of Training, Certification & Watchkeeping for seafarers.
   7) IALA. is the International Association of Lighthouse Authorities.
   8) LL 66. is the Load Line convention 1966.
   9) CSC 72. is the international Convention for Safe Containers 1972.
11) SBT. means; Segregated Ballast Tank.
12) CBT. means; Clean Ballast Tank.
13) COW. means; Crude Oil Washing system.
14) P&I. means; Protection And Indemnity.
15) WMU. means; World Maritime University
16) NM. means; Nautical Mile
17) MARAD. means; Maritime Administration.
18) LOF 80. means; Lloyd’s Open Form 1980.
INTRODUCTION

In this foreward of my thesis I would like to introduce my country, the Yemen Arab Republic.

It is situated in the South West corner of the Arabian Peninsula.. bounded to the North, East and South by Saudi Arabia, and the Peoples Democratic Republic of Yemen, and to the West by the Red Sea.

The length of the coastal area is (275) miles. The population is around (9.2) million, almost entirely Moslems. The Capital city is San'a.

In respect of economic affairs, agriculture is the principal activity, in addition to fishery, light industries and recently oil wealth exploitation.

So with reference to the economic growth, Yemen has become economically, socially and administratively in progress.

The ports represent one of the very important industries to the country which has developed steadily whether technically or administratively, in addition to the trend of developing the maritime sector in general -which was omitted in the past- because of priorities of other sectors.

Accordingly I have been sent by the administration to WMU for further experience related to this matter in fields of regulations and management particularly to set up a draft proposal of an exhaustive maritime legislation.

Therefore I introduce this proposal as a modest effort for a draft proposal of maritime legislation, because it
is a heavy task which could not be undertaken by a single effort.
But it could be said that I have tried my best according to my capability, but on the other hand a huge task like this could not be done very clearly by a thesis controlled by academic limitations.

Finally I would like to mention the system of elaborating this paper, which could be defined in the following:

a) Excreption of the the necessary regulations of the international conventions.
b) The international customary laws and instruments.
c) Comparision of maritime legislation in different countries and abstracting the adequate regulations for our national environment with attention to their conformability to the international regulations.
d) Personal effort gained by the experience already and during the two years extensive course in World Maritime University, dedicated for the qualification of the Master of Science Degree.
CHAPTER I

THE PRESENT REGULATION AND THE OBJECTIVE OF CHANGE

1.1 The Present Maritime Legislation In Yemen:

As stated in the act of 1976, in respect of regulating some matters relating to maritime legislation is as the follows:

-CHAPTER (1) DEFINITIONS:-

Ar.1. In implementing this legislation the following spheres mean:

a) The harbour is the marine mouth which comprises many docks, fitted with wharfs and fixed constructions to save ships and to expedite their functions.

b) The port is the marine mouth, which is valid for mooring, not fitted with fixed constructions.

c) A nautical mile is equal to (1852) metres.

d) The ship is any floating object.

e) The minister is the Minister of Public Works.

f) The corporation means; General Ports & Marine Affairs Corporation.

g) The republic is the Yemen Arab Republic.

-CHAPTER (2) HARBOURS’ SYSTEM:-

Ar.2. It is permitted to public staff in the harbour for entrance any time to fulfill their duties. The staff of the private sector have to carry a special
declaration from the harbour authorities.

Ar.3. Every shipowner or agent has to submit to the harbour master—before (24) hours of the ship’s arrival a notice comprising the ship’s name, nationality, the shipowner and master, the net tonnage, length, draught, expected arrival, kind of cargo, the number of passenger and crew.

Ar.4. Every ship adjacent to the harbour for entrance shall fly the following:
   a) on the fore mast the Yemeni flag.
   b) on the aft mast the flag of the ship.
   c) the international signal (P.T) for call pilot.
   d) the yellow signal for requiring the quarantine doctor.
   e) if the ship is carrying dangerous goods, she shall fly red flag on the fore mast and red light at night.

Ar.5. It is not allowed for any ship to enter the harbour move or depart from it without the authorities’ permission and under pilot command.

Ar.6. The master has to give the pilot all the requested information concerning his ship, and he shall carry out the full responsibility on his ship, and damage which might occur on her or to others.

Ar.7. The rank of port entrance for ships according to their arrival, if they arrive at the same time, priority is given to passenger ships, then to ships carrying mail and general cargo ships.

Ar.8. Every ship shall wharf in the place determined by the authorities and keep the regular lights. Furthermore she shall keep the ample seafarers for watchkeeping and carry out the duties of safety. If the ship is moored outside the harbour, she must not impede navigation movements.
Ar. 9. When the ship is mooring in the pier, the master shall carry out the adequate devices to prevent any bugs getting out from the ship or in to her.

Ar. 10. If any ship or craft is sunk in the harbour or strand, or grounded in the channel, the shipowner is bound to inform the port authority and carry out the adequate devices to take her out, or the harbour master shall carry out such duties on behalf of the shipowner at his own risk.

Ar. 11. In case of the ship on fire when in the harbour, the master shall rise the alarm of distress for taking the proper action of rescue.

Ar. 12. It is not allowed without the permission of the harbour master searching for things dropped from ships to the harbour waters. Such search shall be held by the owners or ship’s agent during the working hours and during three days after the ship’s departure.

Ar. 13. The harbour authority have a right to except ships less than (150) tons of articles 3, 4, 6, of this act if satisfied.

CHAPTER (3) REGISTRATION OF NATIONAL SHIPS:

Ar. 14. Any ship can be consider national ship and allowed to register in Yemen in the following cases:

a) If she is owned by nationals.

b) If owned by a firm whose majority is owned by nationals.

c) If owned by a company whose central business is in Yemen.

Ar. 15.

a) National ships have a right of fishing and navigating in the national coastal waters.

b) National ships fishing and navigating in coastal waters shall be registered if it is more than (20)
tons. Ships less than (20) tons shall carry declarations from the harbour authority comprised of
the necessary particulars especially the shipowner, the operation area and tonnage.

Ar.16. If the ships which are not covered by the cases in
article (14) she can get the nationality by per-
mission of the cabinet. But it is stipulated that
the ships must be seagoing vessels and fitted
according to the international standards and regu-
lations.

Ar.17.

a) If the ship given a nationality by the cabinet
permission has committed any offence assassinated
Yemeni reputation, her nationality have to be
drawn and she is liable to confiscation.
b) Foreign ships carrying the Yemen nationality are
liable to confiscation with any procedure.
c) The act regulating the procedures of this article
have to be issued by the cabinet.

Ar.18. Every harbour shall hold a roll of ships' regis-
tration with serial pages. When ship laying in
zones where there is no registration office she
shall be registered in the nearest harbour.

Ar.19. The applicant of registration have to introduce a
certificate of classification or survey issued by
a recognized surveyor illustrating the proper
situation of the vessel date and place of build-
ing, gross tonnage, and the other necessary par-
ticulars.

If the vessel is second-hand, the applicant of
registration shall introduce the previous transac-
tions. The proper documents for registration shall
be introduced in fifteen days after the ship buil-
ding or her arrival to the territorial waters,
otherwise the shipowner should be held liable.

Ar.20. Particulars to be register in addition to the particulars mentioned in article (19), the name of the vessel, master, shipowner(s) in respect of shareholders the share of each, and the previous owners.

The register shall keep all the introductory documents and deliver to the owner a certificate of registration, which deems the title of ownership. The register is open for public inspection to those who are interested.

The particulars of registry shall be promulgated on a certain billboard in the harbour for a period of three months from the date of registration.

Ar.21. Any change in the vessel whether in machinery or the result of an accident, fire, or constructive total loss, either legal change as a result of sale, heritage, demise charter or decisive award of the court shall be registered as soon as possible in the registry and the certificate of registration, otherwise the owner shall be held liable.

In the case of total loss the certificate shall be deliver for deregistration.

Ar.22. Every ship shall be marked with clear letters not less than (20) Cm. as the following:

a) Ship’s name on both sides of bow.
b) Ship’s name and port of registry in the stern.
c) The regular chart of load line on both sides of her bow.

Ar.23. Foreign ships allowed to register in Yemen, if it is pleasure craft with no other use, according to the regulations in this matter.

Ar.24. Any plaintiff on a registered ship can register
his right on that ship temporarily. This register should be invalid after ten days, if there is no pretense introduced before the court.

For this temporary registration the plaintiff shall produce proper guarantee to the harbour authority for any expenses, or compensation to the defendant shipowner if his ship is retained in port. This compensation has to be paid to him if the plaintiff failed in his pretense.

Ar.25. Any violation of the regulation stated in this chapter specialized in ships' registration, the person committed so, shall be liable to be fined not less than one thousand Rials, and not exceed forty thousand Rials. The ship could be confiscable if there is an intentional crime confirmed.

-CHAPTER (4) CERTIFICATION OF SHIPS:

Ar.26. Every ship registered in Y.A.R. must get a certificate of seaworthiness after proper survey to ensure that she has complied with the international standards and regulations especially as stated in SOLAS 74. And the declaration of competency has to determine the maximum numbers the ship shall carry on board.

Ar.27. The validity of a seaworthiness certificate is one year. It has to be renewed after proper survey, if the period of the certificate terminated during the voyage, the validity could legally expand till she arrives in Yemeni ports or till her arrival to the first port where a national consul is. The ship is liable to survey if damaged, fired, or essential changes happened to her, either she is subject to inspection by the national authority at any time, such inspection could be dispensed if the ship carries the proper certificates.
Ar.28. For the passenger ship whether national or foreign shall not be deemed seaworthy and should not be declared to proceed to sea except when she has the proper certificates of safety, and after proper inspection to ensure that she is fitted with:

a) The necessary victualling and medicines for passengers and crew during the voyage.

b) The necessary equipment of safety and life-saving appliances.

c) Qualified medical doctor on board.

Ar.29. The radio officer on board the ship has to be well qualified and carry a proper certificate of competency, and the radio must be able to send signals to the distance of (150) NM. and be able to receive the different waves. Every radio must be attached with adequate spare parts and have a special source of power which could operate it at least six hours.

Ar.30. Survey and inspection process shall avoid as much as practicable the impedement of the commercial operations of the ships.

Ar.31. The national consuls abroad have a right to carry out the duty of inspection of national ships to ensure they are properly certified.

Ar.32. If the competent authority refuses to give a ship a certificate of seaworthiness they have to cause the case, and the shipowner has a right of appeal to the competent minister. The minister must decide about the appeal during ten days, otherwise the appeal should be deemed tacitly accepted.

Ar.33. In addition to the registration certificate, declaration of navigation and safety certificate, every ship must carry on board:

a) Roll of seafarers comprising employment stipula-
tions and all matters concerned.

b) Daily book (L.B), should entered in it the ship’s activities and events concerned.

c) Engine book.

The harbour authority is allowed to exempt some ships when satisfied of all or part of these certificates or other documents if it is necessary.

Ar.34. In the case of any lack of carrying such certificates or official documents as stated in this chapter, the master with the shipowner shall be liable to fine not less than five hundred, and not exceed five thousand Yemeni Rials. And they are liable to complete the shortage in such documents during one month of the ship’s arrival to territorial waters.

-CHAPTER (5) NAVIGATION SYSTEM IN THE NATIONAL WATERS:-

Ar.35. In implementing the regulations of this chapter the vessel considered power-driven vessel or sailing vessel according to the power used when meeting with other vessel irrespective of her other powers or machinery. And it is subject to the vessels navigating in the national waters.

Ar.36. Every ship has to carry a white light over or in front of the mast head and so fixed as to show to distance not less than (5) miles.

A green light on the starboard side, and a red light on the port side each showing a distance not less than (2) NM. have to be seen very clearly.

Ar.37. Every power-driven vessel towing another must carry in addition to the side lights mentioned in (Ar.36), two white lights, the distance between them is two metres. And if she is towing more than one she has to carry one additional white light for every vessel towed.
Ar. 38. If the ship restricted in her ability to manoeuvre due to whatever casualty, she must replace the white light on the masthead by two red lights with a distance between them not less than two metres. During the day she has to carry two black signals with a diameter each of (56) Cm.

Ar. 39. If the ship has seen others following her, she has to show a white light on her stern, clearly shown at the distance of at least one nautical mile, and it has to be put over the hike of the sidelights.

Ar. 40. In addition to the mentioned lights, it is allowed to use other signals, whether sound or others with attention such signals well clear, recognized and denote a ship is in distress.

Ar. 41. During fog, ships must use sound signals. Ships of small size not equipped with the proper signals shall use the sounds of bells and drums, and every ship shall proceed with safe speed, when the master hears signals from other ship whose position is undetermined, shall stop his engine and then proceed at a minimum speed with care and caution.

Ar. 42. A ship proceeding along the course of a narrow channel or fairway shall keep as near to the outer limit of the channel or fairway, which lies on her starboard side and can alter to the middle by permission as is safe and practicable.

Ar. 43. A power-driven vessel underway shall keep out of the way of fishing vessels, at the same time the fishing vessels shall avoid as much as practicable the impediment of the safe passage of other vessels in narrow waters.

Ar. 44. When vessels are in sight of one another, a power-driven vessel when manoeuvring shall indica-
te that manoeuvre by the following signals:—

a) one short blast to mean "I'm altering my course to starboard".

b) two short blasts to mean "I'm altering my course to port side".

c) three short blasts to mean "I'm operating astern propulsion".

Ar.45. If the ship is in distress, she must during the day use shots each of approximately one minute or perpetual sound of fog signal, or black square flag with a black bell over it, during the night fire shots should be used.

Ar.46. Every master could render assistance to person(s) in distress at sea without endangering his ship and crew. He must do so, otherwise he shall be deemed guilty and punished on this basis.

Ar.47. If the salvage of property at sea runs successfully it is worth fair reward not exceeding the value of the property salved. It is stipulated that the master of the salved ship did not oppose explicitly and reasonably on the salvage operation, and any contract under the influence of danger the court has a right to review it and estimate the proper reward.

Ar.48. The harbour authority have a right to except certain vessels from the regulations of this chapter if reasonably satisfied.

Ar.49. Notwithstanding of the criminal penalty stated in (Ar.46) in this act, the master and shipowner shall be penalized -of any breach of these regulations of chapter (5)- with fines not less than one thousand, and not exceeding ten thousand Rials. In addition to rectifying the outfits and equipment subject to the offence during three months of
the breach, or arrival to the territorial waters.

1.2 THE OBJECTIVE OF DEVELOPMENT:

The development need of the maritime legislation in the Y.A.R. is derived from the existing situation of the present maritime legislation called "ORGANIZING SOME MATTER RELATING TO MARITIME REGULATION". Enacted in 1976, in simple figures to regulate some matters relating to:

a) Registration and certification of ships.
b) Aids to navigation and routing system.
c) Salvage and rescue.
d) Ports system.

as it seen translated in this chapter paragraph (1.1); Which is not comprehensive to cover all questions relating to the maritime legislation.

On the other hand there is international desirability of unification of maritime rules and standards which are derived from numerous factors:

Firstly; shipping is an international industry.
Secondly; the marine environment is common property for all human beings; collective efforts for protection of the marine environment is needed.
Finally; the need for translation of the international conventions and instruments to the national legislation in the same manner as generally accepted.

Therefore in this proposal I will try my best to make
the exhaustive legislation comprise regulations relating to national jurisdiction, safety at sea, marine environment protection, in addition to covering some matters relating to commercial maritime law. In incorporating modern legislation derived from international conventions and instruments created under the auspice of IMO and other international organizations concerned.
1.3 THE INTERNATIONAL CONVENTIONS:

1.3.1. The international maritime conventions ratified by the Y.A.R. are:

ii) Facilitation of international traffic 1965, (FAL).
xiii) OILPOL 1954, & MARPOL 1973 conventions.
xiv) International Regulations for Preventing Collisions At Sea 1972, (COLREG).

The Yemen Arab Republic entered by accession to
these international conventions in 1978.

But as can be seen the existent maritime legislations enacted in 1976, which means the regulations of these conventions have not been incorporated in the national regulations yet.

1.3.2. How the international conventions are given force of law in Yemen:

In the first instance the convention signed by the representative of the government has to be submitted to the cabinet for making some recommendations if so necessary in accordance to the national policy, and to be introduced to the parliament for final verification. Then it has to be submitted to the president of the state for final ratification, and promulgated as forced law.

Therefore in relation to the international maritime conventions it introduced to the administration concerned of which "PMAC" under the auspice of the Ministry of Public Works, to implement it as a national act, after putting it in the national format.

The administration at the same time could propose new legislation, and adopt the same procedures of ratification as in the conventions, or internal act, by the approval of the cabinet.

1.3.3. The specification of Y.A.R. law is, its essential source the Islamic Sharia, and the international customs and regulations which are not discrepant with Islamic principles.
1.4 THE SYSTEM OF WORK OF THE ADMINISTRATION:

The port and marine affairs in the Y.A.R. are under the responsibility of (PMAC), according to the 1974 Act No. (47) which defines its nature and duties as follows:

The nature of the corporation is economic and it follows the Ministry of Public Works, but in a semi-independent situation, its duties and functions are:

1. Implementation of the national policy in the fields under its competency, and carrying out maintenance and development of ports.
2. Establishing and exploiting sheds, depots in-out of the ports areas.
3. Carrying out the stevedoring operation by itself or delegation.
4. Maintaining the security in the ports areas.
5. Carrying out the operations of salvage and pilotage.
6. Organizing and supervising navigation in the ports.
7. Laying out the tariff of its facilities and services to ports customers.
8. Carrying out ship repair and maintenance.
9. Carrying out the duty of ship registration and certification.
10. The executive surveillance of maritime regulations and safety of navigation, or any regulations which is connected with navigation, and may issues such regulations if necessary in this respect, by decision from its board of directors.
11. Training its technical and official staff.
12. Controlling the lighthousing system in the national waters.
13. Establishing relations with the ports of neighbouring
and foreign countries, in addition to the international organizations which are engaged in the maritime field.

REFERENCES:

1) Yemen Maritime Act of February 8, 1986.
2) Status of Multilateral Conventions & Instruments 1986, by IMO.
3) PMAC Act in Yemen No. (47) of 1976.
THE Y.A.R. represented by the administration has a right under this law and according to international customs, regulations and instruments to control national ships wherever and foreign ships in its ports, by the flag state control and port state control system, to ensure that they are complying with maritime safety and environment protection standards.

2.1 FLAG STATE CONTROL :-

2.1.1. The administration shall effectively exercise its jurisdiction and control in administrative, technical and social matters on ships flying the national flag.

2.1.2. In particular the administration shall :-

a) maintain a register of ships containing the names and particulars of the national ships with regard to the small size -less than (20) GT- and pleasure craft.

b) assume jurisdiction over the national ship, her master, officers and crew in respect of administrative, technical and social matters.

2.1.3. The administration shall take measures for national ships as are necessary to ensure safety at
sea with regards to:

3.1.3.1 The construction, equipment and seaworthiness of ships which include:

a) the workrooms, access routes, stairways are adequately dimensioned and furnished.
b) the light conditions have to be good.
c) the climate below deck and in superstructures is fully satisfactory with regards to air volume, ventilation, humidity, draught, temperature.
d) the pollution in the form of dust, smoke, gas, vapours, unpleasant smell and radiation is avoided as far as possible and never occurs to an extent injurious to human health.
e) the noise and vibration which might cause injurious strain on those on board, are avoided.
f) the necessary precautions are taken to prevent the persons on board from being injured by falling or by falling objects.
g) the hazards of fire and explosion are prevented, and that there are satisfactory escape routes in the case of fire, explosion and other accidents.
h) the technical installations and equipment on board the ship are designed, constructed, installed and provided with protection devices.

2.1.3.2 Each ship before registration and thereafter at appropriate intervals, is surveyed by qualified surveyor of ships; and has on board such charts, nautical publications and navigational equipment and instruments as are appropriate for the safe navigation of the ship.

2.1.3.3 The manning of ships and labour conditions:

a) Each ship is in the charge of the master and officers who possess appropriate qualifications, in particular in seamanship, navigation, communi-
cations and marine engineering, and the crew are appropriate in qualification and numbers for the type, size, machinery and equipment of the ship.

b) The master, officers, and to the extent appropriate, the crew are fully conversant with, and required to observe the applicable international regulations concerning the safety of life at sea, the prevention, reduction and control of marine pollution, and the maintenance of communications by radio.

c) The crew shall be provided on board, with sleeping accommodation, separate dining rooms, washing and bath rooms to the extent possible, with due regard to the number of the crew and the size, construction, trade and other circumstances of the ship.

d) The use of signal, and prevention of collisions devices shall be controlled properly.

2.1.3.4 In taking measures called for in this paragraph (2.1), the administration has jurisdiction to take any steps which may be necessary to secure their observation, if so the case not appropriate, shall take the adequate action to remedy the situation.

2.2 PORT STATE CONTROL:

2.2.1 In carrying out the port state control process the authorities should take the following procedures:

a) Checking certificates, documents and records of the ship before any physical inspection.

b) Inspect the condition of the ship and its equip-
c) Avoid undue delay of the commercial operation of the ship as can as possible.

d) When deficiencies are found, the authorities should always report to the master requesting him to rectify the situation. And they should report the case if necessary and any action taken against the ship to her flag state authorities, if a serious case, IMO should be informed.

e) If all deficiencies are not rectified and the ship is nevertheless allowed to sail, report the outstanding situation to the appropriate authorities in the next port of call.

f) Detain a ship only in such cases where the safety of the ship or her crew is directly at stake, or where a real threat of harm to the marine environment exists.

g) When a vessel is detained, always report to the nearest consul or diplomatic representative of the flag state and IMO.

h) Inspection of documents should form the first part of the control of verifying that the ship is provided with valid certificates and that the main characteristics of the ship correspond to the data given in the certificate which are:

2.2.2.1 Documents relating to the vessel (certificates):

a) Certificate of Registry.

b) Tonnage Certificate.

c) Load Line Certificate.


e) Certificate of Seaworthiness, and similar docu-
f) Anchor and Cable Certificate.
g) International Oil Pollution Prevention Certificate.
i) Manning Certificate.

2.2 Documents relating to the crew:
a) Crew agreement and indenture of apprentices.
b) Crew list or muster roll, and list of crew articles.
c) Seamen's identity documents and discharge books.
d) Certificates of competency.

2.2.2 Other documents: In addition, various other documents are normally carried on board, including
a) official log book and supplements relating to engine, deck, radio
b) stability, loading and ballasting information
c) list of dangerous goods on board and their location
d) relevant navigation charts, notices to mariners and pilot books
e) passenger list and
f) last port clearance.

2.2.3 Physical Inspection Procedures:

2.2.3.1 The second procedure of port state control is the inspection of the safety items which are:
a) life boats and life rafts
b) life buoys and life jackets
c) emergency fire pumps and insulation valves
d) hoses and nozzles
e) breathing apparatus
f) portable extinguishers
g) auto alarm and auto keys
h) emergency steering and radar
i) doors, watertight doors, portables and hatch covers
j) pilot ladder and accommodation ladders and
k) ventilators and airpipes.

2.3 COASTAL JURISDICTION :

When there are clear grounds for believing that a vessel navigating in the Yemeni EEZ or territorial waters has committed a violation of law and regulation of the Y.A.R. or the applicable international rules and standards for the prevention, reduction and control of pollution from vessels, or causing damage or threat to national interests, the national authorities have a right to institute appropriate proceedings, including detention of the vessel, by informing her flag state authorities and the International Maritime Organization (IMO).

REFERENCES :

1) Law Of the Sea Convention 1982, Ar.94, 217, 220.
2) IMO Resolutions No. A321 (1x), A390 (x).
CHAPTER III

REGISTRATION OF SHIPS AND RIGHTS ON SHIPS

3.1 REGISTRATION OF SHIPS:

3.1.1 Type Of Register:

The national register of vessels in the
Y.A.R. shall be centrally located.

3.1.1.1 The fees for registration of title to vessels are
   a) Vessels navigating in national, regional waters
      and fishing vessels:
         (i) 50 GT. and under 200 Rials.
         (ii) over 50 GT up to 100 GT 250 =
         (iii) over 100 GT up to 200 GT 350 =
         (iv) over 200 GT 359 =, plus 50 Rials for additional 100 GT, or part.

   b) For sea-going vessels navigating in international trade:
      1.20 US Dollar per 10 per cent. on the gross or register ton of the vessel.

   c) For yachts, and vessels less than 20 GT. 200 Rials fee of the declaration, with no renewal for
      these kinds of documents, when there are no
technical or legal changes.

d) The annual fee to be paid in respect of a ship is a sum equivalent to 10 per cent. of the registration fee. Plus the fine for delay after 31st January.

3.1.1.2 The register shall be open for public inspection to whom interested.

3.1.2 Type Of The Vessel Which Can Be Register:-

a) Any floating object of 20 GT. and above, normally used or destined for the commercial operations of navigation, such as transport of goods, persons, or fishing, towage or any other commercial operations of navigation, is a vessel and must be registered.

b) Yachts, pleasure craft, and vessels less than 20 GT. can not be registered, but are subject to declaration of entitlement, and have to be lettered and numbered.

3.1.3 Qualification Of Shipowner:-

In principle, any person, physical or juridical, may own a vessel.

3.1.4 Conditions For Granting Of Nationality:-

3.1.4.1 Registration of a vessel in Yemen requires that the vessel is under the national flag.

3.1.4.2 Any ship granted the national flag shall undertake to engage national seamen -if available- to the extent of 51 per cent of her crew.

3.1.4.3 The national flag is granted only to vessels:

a) owned by nationals

b) owned by person(s) domiciled in Yemen, and incorporated under the national law

c) owned by a corporation its majority owned by
nationals
d) owned by a corporation established and operating under the laws of Yemen, and having its principal business in Yemen
e) chartered by nationals under bareboat charter, and requested to register under the national flag during the period of charter, which have to be more than one year
f) declared by the cabinet to register in Yemen

3.1.5 Particulars Recorded In The Register
The particulars prescribed for recording are as follows:
a) The official number.
b) The name of the vessel, present and previous.
c) The home port.
d) The call signals.
e) The date of registration.
f) The place and year of construction.
g) The prescribed characteristics, type of the ship, method of propulsion, length, maximum breadth, power, estimated speed, etc.
h) Gross, net tonnage and any alternative tonnage as shown on the tonnage certificate.
i) The name, address and nationality of each person to whom the ship belongs and the extent of the interest of the person in the ship, either the particulars of the document of title.
j) The name and address of the person who is the registered agent of the ship.

3.1.6 Documentation Required For Registration:
The following documentation is required for the registration of a ship:
a) An application by the owner in writing specifying the technical and safety standards of the ship.
b) A bill of sale or other document conferring title.
c) Certificate of deletion from the previous register, if any.
   But a certificate of deletion from the previous register is not necessary when the vessel has been auctioned by order of the national court.
d) Certificate of inspection by recognized navigational authorities.
e) Tonnage measurement certificate, except ships of small size.
g) A marking note indicating that the ship has been marked properly in accordance with the regulations.
h) Load line certificate according to the international regulations.
i) The documentation required for new and second hand vessels is basically the same.

3.1.7 Legal Effect Of Registration:
   In principle, registration confers title to the vessel.
   Registration is conclusive evidence so far as the third party in good faith is concerned. Whatever the result of litigation in the national supreme court is crucial.

3.1.8 Requirements For Deregistration:
   a) If the ship missed the qualification of shipowner, as in the law.
b) If the ship lost or ceased to be ship.
c) By court order.
d) For ships declared nationality by the cabinet, if any committed a violation assassinating the Yemeni reputation.
e) The shipowner in the mentioned cases shall notify
the registrar in writing during 60 days of the event -and delivers the certificate of nationality-, if so possible, or he shall be penalized accordingly.

f) The ship may be deregistered by the request of the shipowner.

g) A ship cannot be deregistered without the consent of the registered mortgagees, if any, they have to be notified by the registrar. During 60 days of the notification if there is no reaction, the register should be closed.

3.1.9 Error In The Register:

Errors can be corrected either:

a) by the register authorities on their own initiative.

b) on petition by the interested party, by producing satisfactory evidence to the registrar as to the true state of the fact.

c) by court order.

d) by the owner or the registrar who should be liable for any mistaken information made by any of them and caused damage to others.

3.2 REGISTRATION OF MORTGAGES ON VESSELS:

3.2.1 Register:

a) Type of register:

It has to be only one type of register whether for registration of vessels in general or for registration of mortgages.

b) Content of register:

The register has to show the name and address of
any person in whose favour the mortgage has been
effected, the amount secured, and the rank of the
mortgage.

c) Registration fees:
Fee payable for mortgage is 0.5 per cent of the
amount secured in addition to stamp tax according
to the national regulation.

3.2.2 Definition Of Vessel May Be Mortgaged:
Any floating construction devised to navigate on
water can be mortgaged.

3.2.3 Preconditions For Registration Of Mortgage:

a) The mortgage shall refer to a fixed amount. In
the case of a loan agreement, money must have
been drawn prior or simultaneously with the
registration.

b) The mortgage has to be registered in the currency
used in the agreement between the mortgagor and
the mortgagee.

c) The mortgage contract or certified copy shall be
delivered to the registrar, then the registrar
has to certify the mortgagee.

3.2.4 Legal Effect Of Registered Mortgage:
When there are several mortgages on a ship, the
date of registration is decisive for their priority.

If several mortgages are registered on the same
day, then the time must be denoted, to determine
the rank of priority.

3.2.4.1 Priority between registered mortgage and other
rights:
The maritime lien have a priority over registered
mortgages.
A creditor obtains a maritime lien for the follow­
ing claims, and the following priority:
a) court costs, due to an enforced sale of the vessel
b) taxes, and port, canal, pilotage, and other waterway dues.
c) wages owed to the master, his crew and other persons working on board the ship.
d) injuries and damages payable because of collisions with other ships or harbours, or other liabilities incurred in the handling of the ship.
e) awards in salvage and wreck removal and contribution to general average.
f) debts arising from contracts made by the master in the interest of the ship.

The period of maritime lien is one year, except the contracts made by the master whose period is only six months.

3.2.4.2 Registered mortgages have a priority over the right of retention (possession lien). In the case of enforced sale, the retaining person have to be treated as an ordinary creditor.

3.2.4.3 Effect of payment of mortgage:

a) Where several loans are secured by mortgages with various ranks, the loans with lower priority automatically move upwards as the loans with higher rank are reduced.

b) A mortgage can be issued to order. An assignment can be made by an endorsement on the mortgage contract.

3.2.4.4 Effect of change of shipowner:
The registered mortgage always preserve its security whoever may be the new owner, and the right on rem, not personally.

3.2.5 Enforcement Of Mortgage:
As a mortgage registered in the Y.A.R. only gives
a preferred right over the proceeds of sale of the vessel, which must be done by public auction.

3.3 REGISTRATION AND MUSTERING OF SEAFARERS:

All the national ships have to introduce to the administration the lists of seafarers serving on board. For the national seafarers, they have to introduce the contracts of engagement. In addition to that for the purpose of emergency, every master of a national ship shall submit monthly, the list of the national seafarers with the latest condition of employment. In the event of discharge or injury, death of any national seafarer, the master, shipowner shall inform the administration the case as soon as possible. In the case of discharging the master, the shipowner shall release the ship certificate of registration to the administration or to the nearest national consul or diplomatic representative, to state the matter in the certificate.

3.4 REGISTRATION OF FISHING BOATS:

3.4.1 Definitions:–

a) Fishing Boat means; a vessel of whatever way propelled, which is for the time being employed in sea fishing or the sea fishing service.

b) Skipper is; the captain of the fishing boat.
c) Second Hand is; the mate or person next to the skipper in command on board the boat.

3.4.2 This act is applicable on fishing vessels up to 200 gross ton.

3.4.3 The system of fishing vessels registration is the same mentioned in this act from paragraph (3.1.1 to 3.2.5), with the following modifications:

a) Exemption of subparagraph (f, g, h) of paragraph (3.1.6).

b) The registration of fishing vessels has to be in separate manner.

3.5 REGISTRATION AND REQUIREMENTS OF FISHING VESSELS' SEAFARERS:

3.5.1 The skipper, second hand and seafarers shall be registered in the register of seafarers of fishing vessels.

3.5.2 The skipper, second hand have to be qualified, whether certified or served in their competency at least (12) months, and they have to be qualified with the minimum standards of safety of navigation as -rules of the routes, use of lights shapes and signals, in addition to reporting and assistance- as stated in this act.

3.5.3 The certificate of competency in respect of the skipper and second hand shall be issued by the administration.
REFERENCES:

1) UN. Condition On Registration Of Ships, 1986.
2) Maritime Law, by the International Bar Association.
CHAPTER IV

MARITIME SAFETY

It is one of the national and international necessities to regulate matters for safe ships and navigation whether for national or foreign ships navigating in the national waters, such regulations are prescribed by the national emergency, and it is mostly generally accepted as it be seen herein after:

4.1 SAFETY OF SHIPS:

4.1.1 Structure, Machinery And Equipment:

Ships which are classified shall be subjected to a detailed survey at certain intervals. It rests with the administration authority to decide, how often the survey shall be carried out. The survey shall make sure that:

a) hull and rigging with accessories are in seaworthy condition for the trade in which the ship is detained.

b) machinery, boilers and pipelines and other equipment are properly made, equipped and maintained and in full operational condition.

c) life-saving appliances, nautical instruments, cabins, fire extinguishing appliances, deck installations, sanitary and safety installations and other equipment are in proper condition and
in accordance to SOLAS regulations.

d) if found, whether by classification survey or by the survey conducted by the supervising authorities, that the ship satisfies the requirements set forth -inter alia- the regular certificates shall be issued according to the regulation.

e) the administration has a right, besides, at any time to have the certificate surrendered, if after investigation it appears that there is reason to do so.

f) if the ship is laying in a foreign port where there are no facilities for undertaking a survey in the manner prescribed in this act, the master shall through the national consul take steps to have experts appointed to carry out the survey, and have the period of validity of the certificate extended by endorsement on the certificate. Such extension must not however, in any case exceed one year.

4.1.2 Survey :-

With regard to the survey and issuing of certificate for passenger ships, the rules in paragraph (4.1.1) in this act shall apply, in addition to the regulations stipulated in SOLAS 74, for passenger ships.

The periodical survey of passenger ships is once every (12) months, in addition to additional surveys, as occasion arises.

And clear inspection in every voyage to ensure that the ship complied with the whole requirements for safety and others, such enough food and medicine during the voyage for the crew and passengers, and qualified doctor on board.

4.1.3 Load Line :-
The procedure shall limit the draught to which a
ship may be loaded, which is significant to her
safety, these limits are given in (LL 66) conven-
tion, in force.

4.1.4 Ships Stability:
It is an important aspect of ships' safety, which
shall to comply with regula (19) chapter (2)
of SOLAS 74, and the regulation of chapter (6) in
respect of the carriage of grain, and the regula-
tions of chapter (7) in respect of the carriage
of dangerous goods, and in accordance to (CSC 72)
in force, in respect of carriage of containers.

4.2 CERTIFICATION:

4.2.1 Certification Of Ships:
All ships flying the national flag shall comply
with the regular certificates as stipulated in
the international regulations, and in accordance
to SOLAS 74 forms, to maintain safety of life and
navigation, which is as follows:

a) Passenger Ship Safety Certificate, shall be
issued after proper inspection and survey to a
passenger ship which complies with the
requirements of chapter 2/1, 2/2, and 4 of SOLAS.

b) Cargo Ship Safety Construction Certificate, shall
be issued after proper survey as set out in
chapter 1/10 of SOLAS 74, and complies with the
requirements of the same convention in chapter
2/1, and 2/2.

c) Cargo Ship Safety Equipment Certificate, shall be
issued after proper survey to cargo ship which
complies with the relevant requirements of
d) Cargo Ship Radiotelegraphy Certificate, shall be issued after inspection to the ship which complies with the requirements of SOLAS 74, chapter 4.

e) Cargo Ship Radiotelephony Certificate, shall be issued after inspection to the ship which complies with the relevant requirements stated in chapter 4 of SOLAS 74.

f) The administration has a right to issue an exemption certificate, when the situation of the ship is satisfactory.

g) The validity and forms of such certificates shall issued as prescribed in SOLAS 74 convention.

h) When the stipulated period of the certificate has expired, a new survey shall be carried out and, if everything is found to be in a satisfactory state, a new certificate issued.

i) If hull, rigging, boiler or engine parts have suffered such damage, or been subjected to such repair as may cause a change in their strength, the shipowner or master shall submit a report thereon to the administration, accompanied by exhaustive information of the circumstances.

j) The administration decides thereupon whether the certificate or any part thereof shall be annulled, and complete or partial survey shall be held.

4.2.2 Certification Of Seafarers :-

4.2.2.1 A person serving on board a national ship is required to have a certificate of competency or other attestation for the post concerned.

4.2.2.2 In order to obtain a certificate of competency or similar attestation, the person concerned shall
satisfy the requirements in respect of service, age, health, training and education as stipulated in the STCW 78 (in force).

4.2.2.3 A person without certificate or attestation can be employed on board a national ship, in duties related to emergency, safety messages, although in messages relating to navigation and movement of the ship, with the following stipulations:

a) He has to be citizen or his domicile in Yemen.

b) He has to get a dispensation from the administration.

c) He has to fulfill the minimum requirements, at least related to age, health, and the ability of communication with others on board the ship.

4.3 SAFETY OF NAVIGATION:

4.3.1 Manning:

4.3.1.1 Every ship shall be sufficiently and efficiently manned with the required number, according to her size and classification, of qualified officers, doctors, cooks, and other seamen certified or attested, declared by the authorities concerned.

4.3.1.2 National ships have to be manned at least with 51% of the crew, including the main officers -master, mate, chief engineer- from Yemen if they are available.

4.3.1.3 The administration may exempt some ships from these provisions, for sea-going vessels at certain times for the necessity when there is no danger, and for coastal ships for particular posts according to the situation of the trade area, when satisfied.
4.3.1.4 The requirements in this respect should be according to the international standards and regulations, and the exemptions should be declared.

4.3.1.5 Employment conditions should be according to the national policy and regulations for contract of employment, age, working conditions, social security, health and payment.

4.3.1.6 Every ship shall carry on board an official log book for seafarers, stated in the contract of employment conditions, and has to introduce in every port of arrival the crew list and list of seafarers' articles.

4.3.1.7 For fishing vessels these provisions apply only upon mariners other than fishermen.

4.3.2 Aids To Navigation :-

The administration undertakes to arrange for the establishment and maintenance of such aids to navigation, including radio beacons and electronic aids in the national waters, port zones, as in its authority opinion, as concern the volume of traffic justified and the degree of risk required, and in according to the international system stated by (IALA), in addition to arrange for information relating to these aids to be made available to all concerned.

4.3.3 Reporting And Assistance :-

4.3.3.1 Every master of ship at sea shall render assistance to a distressed ship, aircraft, survival craft, or person(s) without endangering his ship or persons on board, unless he should be considered guilty and sued accordingly, except:

a) if the persons in distress require one or more ship(s) as they are considered best able to render assistance, they have complied with the
requisition.

b) if the master heard, or was informed by the persons in distress or by the master(s) of other ship(s), which had reached such persons, and his assistance is no longer necessary.

4.3.3.2 Every master who has received a signal of distress shall enlist the necessary information about his case and position, and about the distressed, in his log-book, whether he participated in assistance or not.

4.3.3.3 Every master and shipowner of national ship has to report immediately to the administration or nearest national diplomatic representative, any accident happened to his ship resulting in loss of life, serious injury to persons or substantial damage to his ship.

4.3.3.4 Every master shall report any hazard to navigation as soon as possible to the nearest local authorities, or first port of arrival.

4.3.4 Routing :-

4.3.4.1 Regulations to be implemented on vessels navigating in national narrow channels and fairways, for the safety of navigation are as the following:

a) A vessel proceeding along the course of the narrow channel or fairway shall keep as near to the outer limit of the channel or fairway which lie on her starboard side as is safe and practicable.

b) A vessel of less than 20 metres in length or sailing vessel, shall not impede the passage of a vessel which can safely navigate within a narrow channel or fairway.

c) A vessel engaged in fishing shall not impede the
passage of any other vessel navigating within a narrow channel or fairway.

d) A vessel shall not cross a narrow channel or fairway if such crossing impedes the passage of a vessel which can safely navigate only within such channel or fairway. The latter vessel may use sound signal (five short and rapid blasts on the whistle, or five short and rapid flashes by a light signal), if in doubt as to the intention of the crossing vessel.

e) In a narrow channel or fairway, overtaking can take place only if the vessel to be undertaken has to take action to permit safe passage, the vessel intending to overtake shall indicate her intention by sounding (two prolonged blasts followed by one short blast, if she will overtake her on her starboard side, or two prolonged and two short blasts, if she will overtake her on her port side).

The vessel to be overtaken shall, if in agreement sound (one prolonged and one short blasts, two times) in that order, and take steps to permit safe passing. If in doubt, she may use a signal as prescribed in subparagraph (d).

f) A vessel nearing a bend or an area of a narrow channel or fairway where vessels may be obscured by an intervening obstruction, shall navigate with particular alteration and caution, and shall sound the appropriate signal (one prolonged blast). Such signal shall be answered with a prolonged blast by any approaching vessel that may be within hearing around the bend or behind the intervening obstruction.

g) Any vessel shall, if the circumstances of the
4.3.4.2 Traffic Separation Scheme:

These rules apply to the traffic separation scheme adopted by the administration, according to the international system.

(a) A vessel using a traffic separation scheme in the national waters shall:-

i) proceed in the appropriate lane in the general direction of traffic flow for that lane.

ii) so far as practicable keep clear of a traffic separation line or separation zone.

(b) A vessel shall so far as practicable avoid crossing traffic lanes, but if obliged to do so, shall cross as nearly as practicable at right angles to the general direction of the traffic flow.

(c) Inshore traffic shall not normally be used by through traffic which can safely use the appropriate traffic lane within the adjacent traffic separation scheme. However, vessels of less than 20 metres in length and sailing vessels may under all circumstances use inshore traffic zones.

(d) A vessel other than a crossing vessel or a vessel joining or leaving a lane shall not normally enter a separation zone or cross a separation line except :-

i) in cases of emergency to avoid immediate danger.

ii) to engage in fishing within a separation zone.

(e) A vessel navigating in areas near the termination of traffic separation schemes, shall do so with particular caution.

(f) A vessel shall so far as practicable avoid anchoring in a traffic separation scheme or in case admit, avoid anchoring in a narrow channel.
areas near its terminations.

(g) A vessel not using a traffic separation scheme shall avoid it by as wide a margin as is practicable.

(h) A vessel engaged in fishing shall not impede the passage of any vessel following a traffic lane.

(i) A vessel of less than 20 metres in length or sailing vessel shall not impede the safe passage of a power-driven vessel following a traffic lane.

(j) A vessel restricted in her ability to manoeuvre when engaged in an operation for the maintenance of safety of navigation in a traffic separation scheme, is exempted from complying with these rules to the extent necessary to carry out the operation.

4.3.4.3 Responsibilities Between Vessels:

These rules are excepted where rules (4.3.4.1) and (4.3.4.2) of routing in this act are required.

These regulations are applicable on vessels navigating in the national waters:

(a) A power-driven vessel underway shall keep out of the way of:

i) a vessel not under command.

ii) a vessel restricted in her ability to manoeuvre.

iii) a vessel engaged in fishing.

iv) a sailing vessel.

(b) A sailing vessel underway shall keep out of the way of:

i) a vessel not under command.

ii) a vessel restricted in her ability to manoeuvre.

iii) a vessel engaged in fishing.
(c) A vessel engaged in fishing when underway shall, so far as possible, keep out of the way of:
   i) a vessel not under command.
   ii) a vessel restricted in her ability to manoeuvre.

(d) i) any vessel other than a vessel not under command or a vessel restricted in her ability to manoeuvre shall, if the circumstances of the case admit, avoid impeding the safe passage of a vessel constrained by her draught, exhibit where they can best be seen three all-round red lights in a vertical line, or a cylinder, as signal in addition to the lights prescribed for power-driven vessels.

ii) a vessel constrained by her draught shall navigate with particular caution having full regard to her special condition.

(e) A sea plane on the water shall, in general, keep well clear of all vessels and avoid impeding their navigation.

4.3.5 Navigational Aids Equipments:

According to chapter (5) of SOLAS 74, ships shall comply with the requirements as indicated herein after in this rules:

4.3.5.1 Ships of (150) GT. and upwards shall be fitted with magnetic compass.

4.3.5.2 Ships of (500) GT. and upwards constructed on or after 25/5/1980, and ships of (1600) GT. and upwards constructed before that date when engaged in international voyages shall be fitted with sound apparatus, radio and direction finding and homing apparatus.

4.3.5.3 Ships of (100,000) GT. and upwards shall fitted with steering arrangements, rudder indicator,
revolution indicator and rates of turn.

4.3.5.4 Ships of (500) GT. and upwards constructed on or after 1/9/1984, and ships of (1600) GT. and upwards before that date, shall be fitted with:
   a) automatic pilot.
   b) devices to indicate speed and distance (log), when engaged in international voyages.
   c) radar installations, for ships of (10,000) GT. shall fitted with two radar installations, each capable of being operated independently of the other.
   d) electronic positioning equipment.

4.3.5.5 Every ship has to carry on board:
   a) systems to navigation for ships of (1600) GT. and upwards constructed on or after 1/9/1984.
   b) lights and shapes.
   c) signalling equipment.
   e) official book for seafarers.
   f) official book concerning the machinery and equipment on board.
   g) adequate and up to date charts. And other publications necessary for the intended voyage.

4.3.5.6 Lights And Shapes:
   (a) All ships irrespective of size, with the exception of raw boats, shall be equipped with a navigation lights that are type approved, and a set of shapes and arrangements for showing the same, suitable for size, trade area and use of the ship, as specified in the (COLREG 72), which determined as the following:

1) In vessels of (50) metres or more in length:—
   * a masthead light, its visibility have to be (6) nautical miles.
a side light, its visibility have to be (3) NM.
* a sternlight, its visibility have to be (3) NM.
* a towing light, its visibility have to be 3NM.
* a white, red, green or yellow all-around light, their visibility have to be (3) NM.

ii) In vessels of (12) metres in length or more but less than (50) metres, the visibility of their lights have to be :-
* a masthead light, (5) miles, except that where the length of the vessel is less than (20) metres only (3) miles.
* a side light, (2) miles.
* a stern light, (2) miles.
* a towing light, (2) miles.
* a white, red, green or yellow all-round light, (2) miles.

iii) In vessels of less than (12) metres in length, the visibility of their lights have to be :-
* a masthead light, (2) miles.
* a side light, (1) mile.
* a stern light, (2) miles.
* a towing light, (2) miles.
* a white, red, green or yellow all-round light, (2) miles.

iv) In inconspicuous, partly submerged vessels or objects being towed, the visibility of the light have to be :-
* a white all-round light, (3) miles.

(b) In addition all ships prescribed herein after, shall use the light in the manner in rules (23-30) of COLREG 72, :-

i) Power-driven vessel underway.
ii) Towing and pushing vessels.
iii) Sailing vessels underway and vessels under oars.
iv) Fishing vessels.
v) Vessels not under command or restricted in their ability to manoeuvre.
vi) Vessels constrained by their draught.
vii) Pilot vessels.
viii) Anchored vessels and vessels aground.

(c) Definitions:—
The definitions of the lights prescribed in these rules are as the following:—

i) Masthead light means, a white light placed over the fore and aft centerline of the vessel showing an unbroken light over an arc of the horizon of 225 degrees and so fixed as to show the light from right ahead to 22.5 degrees abaft the beam on either side of the vessel.

ii) Side lights mean, a green light on the starboard side and a red light on port side each showing an unbroken light over an arc of the horizon of 112.5 degrees and so fixed to show the light from right ahead to 22.5 degrees abaft the beam on its respective side.

In the vessel of less than 20 metres in length, the side lights may be combined in one lantern carried on the fore and aft centerline of the vessel.

iii) Stern light means, a white light placed as nearly as practicable at the stern showing an unbroken light over an arc of the horizon of 135 degrees and so fixed as to show the light 67.5 degrees from right aft on each side of the vessel.

iv) Towing light means, a yellow light having the same characteristics as the "Stern light" defined
in subparagraph (iii) of this rule.

v) All-round light means, a light showing an unbroken light over an arc of the horizon of 360 degrees.

vi) Flashing light means, a light flashing at regular intervals at a frequency of 120 flashes or more per minute.

vii) In respect of the shapes, it shall be constructed and used in the manner prescribed in the international regulations, especially for small boats.

4.3.6 Pilotage:

a) The pilotage is compulsory on ships of 150 GT and upwards in Yemen Ports' zones.

b) The administration is the competent authority to provide pilotage services.

c) The pilot when on board the vessel in the certain area deemed as a servant of the shipowner.

d) Tariff of pilotage services shall be determined by the administration.

e) All ships when pilots are employed shall, comply with regulation (17) of SOLAS 74, relating to pilot ladders and mechanical pilot hoists.

f) A ship when requests a pilot or has a pilot on board shall, display the pilot flag and pilot signals as prescribed in the IMO International Code Of Signals.

g) Despite the duties and obligations of a pilot, his presence on board does not relieve the master and officer in charge of the watch from their duties and obligations for the safety of the ship the master and the pilot shall exchange information regarding navigation procedures, local conditions and the ship's characteristics.

The master and officer of the watch shall co-ope-
rate closely with the pilot and maintain an accurate check of the ship's position and movement.

h) If the officer of the watch is in any doubt as to the pilot's actions or intentions, he should seek clarification from the pilot; if doubt still exists, he should notify the master immediately and take whatever action is necessary before the master arrives.

REFERENCES:

1) COLREG 72, Rules 9, 10, 18, 22.
2) STCW 78, chapter (2/1) paragraph (10), Resolution (1) paragraph (25).
3) SÖLAS 74.
CHAPTER V

MARINE POLLUTION

Marine pollution is the international problem. Its injuries reflect on the marine environment, which is wealth of all nations represented by its rich resources, and the other legitimate uses of the sea. So the pollution represented hazard to mankind interest, need collective effort of combating.

Therefore the authorities in Y.A.R. have to bear in mind this problem, which will of course cost some expenses. But it is in the same time for the national advantage if it is compared with the disadvantages of hazards may occur by the pollution.

The lack of legislation in this respect in the past prescribed of proposing this proposal. Because of regulation is the first step giving the authorities force of control, in addition to organize the whole system concerning such matter.

5.1 POLLUTION PREVENTION:

5.1.1 Definitions:

As determined in MARPOL 73/78 convention:

5.1.1.1 "Oil" is defined as petroleum in any form including crude oil, sludge, oil refuse and refined products, (other than petrochemicals).
5.1.1.2 "Harmful substances" mean any substance which, if introduced into the sea, is liable to create hazards to human health, to harm living resources and marine life, to damage amenities or interfere with other legitimate uses of the sea.

5.1.1.3 The new ship means, her date of delivery is after 1st June 1982.

5.1.2 Scope Of Application :-
Regulations in this chapter are applicable on national and foreign ships entering Yemen ports and terminals.
Ships passing in Yemen EEZ shall, adhere to the national and international standards and regulations in respect of reduction, prevention and control of marine pollution with regard to all the national waters in the Red Sea Zone, which is a special area.

5.1.3 Exemptions :-
The basic principle is the protection of the marine environment from any pollution as stated in this act and international regulations, but there are necessary reasons to exempt the following cases, which means only limitation of liability:

a) Force majeure exception, relating to safety of human life at sea or of the vessel concerned.

b) Emergency exception, referring to situations where unacceptable risk is posed on human health and no other solution is possible.

c) Rapidly rendered harmless exception, referring to annex (1) substances of MARPOL 73, which are rapidly converted by physical, chemical and biological process in the sea to harmless products.

d) Trace contaminants exception, refers to minor
5.1.4 Survey And Certificates :-

5.1.4.1 All national ships shall be subject to initial, manual survey and inspection, in addition, foreign ships are subject to survey and inspection in Yemen ports and terminals to ensure that they comply with the construction, equipment and requirements of MARPOL 73.

The certain requirements related to equipment and construc­tional features shall be as the following :

a) Oil tankers must be show fitted with oil dischar­ge and monitoring equipment with a recording device to provide a continuous record of oil discharge.

b) Any ship of (400) GT. and upwards have to be fitted with oily-water separating equipment or filtering system.

c) Oil tankers must be show provided with suitable slop tank arrangements with a capacity necessary to retain the slops generated by tank washing and residues.

d) New oil tankers of (20,000) GT. upwards must be show provided with (SBT), which must be protec­tively located, and in addition to new crude oil tankers must be show provided with (COW).

e) Existing crude oil tankers and product carriers of (40,000) GT. and upwards, must be show provided with (SBT), and dedicated (CBT) or (COW).

f) New oil tankers must be show comply with the sub­division and damage stability requirements to save any damage in side or bottom.

5.1.4.2 The administration is the national competent authority to carry out such survey and inspection
or designate other authorities to carry such duties under its responsibility.

5.1.4.3 If the administration is satisfied that the ship has complied with the relevant requirements, it shall issue the correspondent certificate as:

a) The international oil pollution prevention certificate.

b) The international pollution prevention certificate for the carriage of noxious liquid substances in bulk.

c) The international sewage pollution prevention certificate.

d) Every ship carrying (2000) tons of oil or more in bulk as cargo shall maintain adequate insurance or other financial security and shall be certified by the competent authority.

The foreign ship have to be controlled in national ports and terminals regarding this matter.

e) The oil pollution certificate is valid for five years.

f) The issuance of such certificates shall be in accordance with the terms of the (MARPOL 1973) convention.

5.1.5 Duties Of Shipowners And Masters:

The shipowner and master shall carry out their duties to comply with the requirements of this act, and the international regulations in respect of marine protection as the following:

5.1.5.1 Alterations to the national certificated ship are prohibited without the permission of the competent authority.

5.1.5.2 The master of the national ship has to maintain her condition during the voyage, and has to notify the competent authority if the ship has
sustained damage.

5.1.5.3 Every ship has to carry on board and maintain the prescribed record book.

5.1.5.4 Every master navigating in the national EEZ or territorial waters shall report any discharge from his ship within this area. Masters of national ships have more obligations to report any discharge occurs from other ships.

5.1.6 Enforcements :-

5.1.6.1 Any ship whether national or foreign which commits any violation of these regulations, the authorities shall take the adequate proceedings against her.

5.1.6.2 Any ship that does not carry the international certificates of pollution prevention or certificate of financial security for oil pollution, the national authorities have a right to prevent her of entering the national ports and terminals, or navigating in the national waters.

5.2 LIABILITY AND COMPENSATION :

5.2.1 Every ship causing pollution in Yemeni territorial waters or EEZ, the shipowner shall be liable to the state for:

a) Damages and costs incurred to minimize and prevent the damage.

b) The shipowner is fully liable for any pollution damage caused by oil which has escaped or discharged from his ship as a result of an incident.

c) In the case of pollution resulting from intentional fault and negligence or privity of the shipowner, operator or the management acting on his
behalf, the shipowner cannot limit his liability.
d) The shipowner cannot limit his liability whatever, except in the cases mentioned in paragraph (5.1.3) of this act.
e) In the case of huge damage not covered by the ship's insurance and other securities, the shipowner is not relieved by the abandonment of the ship. But the administration if the cost is not covered has a right to act against the sister ship(s) until the damage is covered.
f) The commercial court in Y.A.R. is the competent court to hear the claims involved in this respect, in accordance with the national legal procedures.

5.3 The Y.A.R. as a party to MARPOL 1973, represented by the administration, should establish ashore reception facilities in oil terminals as one of the obligations towards the convention and due to the emergency of this kind of institutions for the pollution combat.

REFERENCES:

CHAPTER VI

ACCIDENTS AT SEA

When any accident occurs at sea, there are many problems arising as the inevitably consequences of the occurrence, which are mostly legal questions among the parties concerned such as shipowners, carriers, shippers, the flag state or coastal state countries concerning the event. Therefore the regulations proposed in this chapter cover the legal aspects of liability and regulate the transactions as a result of accidents such as salvage, wreck removal and general average.

6.1 COLLISIONS:

6.1.1 The Basis of Liability:

   The basis of liability for collision damage is fault, the following basic principles are regarded in liability.

   6.1.1.1 If the collision is accidental or if the causes of the collision are left in doubt, the damages are borne by those who suffered them.

   6.1.1.2 If the collision is caused by the fault of one of the vessels, liability to make good the damages applies to the one who has committed the fault.
6.1.1.3 If two or more vessels are at fault, the liability of each vessel is in proportion to the degree of the faults respectively committed, or is apportioned equally if it is not possible to establish the degree of the respective faults.

6.1.1.4 Each vessel is also responsible in respect of third parties in proportion to its fault, except in respect of claims for death and personal injury, for which the vessels in fault are jointly and severally liable, without prejudice to the right of a vessel which has paid more than its proper proportion to recover contribution from the other vessel(s) at fault.

6.1.1.5 The liability imposed by the preceding provisions applies in cases where the collision is caused by the fault of a pilot.

6.1.1.6 The basis of actions of such damages recovery is:
   a) It is barred after an interval of two years from the date of casualty.
   b) The period within which an action must be instituted for enforcing the rights to obtain contribution in respect of third party is one year from the date of payment.
   c) The grounds upon which the said periods of limitation may be suspended or expanded by order of the competent court.

6.1.1.7 These provisions are not applicable to military ships or governmental ships appropriated exclusively to public service.

6.1.2 Damages In Collision Cases:

6.1.2.1 In case of damages of vessels, every vessel has to pay to the other according to her apportion of fault; which means the owner of the damaged
vessel in case of collision is entitled to the following damages, when the damage is partial.

a) The cost of repair and maintenance.
b) The expenses incidental to the repairs, such as the cost of drydocking, towage and pilotage in and out of the repair port, in addition to survey fees.
c) The profits lost during repairs.

6.1.2.2 In respect of cargo on board the collided vessels, according to Hague Visby Rules (in force), the shipowner of the other vessel is liable to the cargo owner in proportion of his ship’s fault.

6.1.2.3 In respect of third party, vessels collided are jointly and severally liable as stated in this act.

6.1.3 Enforcement:

6.1.3.1 After the collision the master of each of the vessels in collision is bound, so far as he can do so, without serious danger to his vessel, her crew and passengers, to render assistance to the other vessel, her crew and passengers. He is likewise bound so far as possible to make known to the other vessel the name of his vessel and the port to which she belongs, and also the names of the ports from which she came and to which she is bound.

6.1.3.2 Civil Jurisdiction:

The collision claim can be introduced to:

a) either before the court where the defendant has his habitual residence or a place of business.
b) before the court of the place where arrest has been affected of the defendant ship or of sister ship which can be lawfully arrested, or where
arrest could have been effected and bail or other security has been furnished.

(c) before the court of the place of collision where the collision has occurred within the limits of a port or inland waters.

d) it shall be to the plaintiff to decide in which of the courts referred to the action should be taken.

e) a claimant shall not be allowed to bring a further action against the same defendant on the same facts in another jurisdiction, without discounting an action already instituted.

6.1.3.3 Penal Jurisdiction:

(a) in the event of a collision or any other incident of navigation, concerning a sea going vessel and involving the penal or disciplinary responsibility of the master or of any other person in the service of the ship. Criminal or disciplinary proceedings may be instituted only before the judicial or administrative authorities of the state of which the ship was flying the flag of the time of the collision or other incident of navigation.

(b) no arrest or detention of the vessel shall be ordered, if there is no national necessity or interest.

6.2 SALVAGE:

6.2.1 Basic Principles Of Salvage Contracts:

6.2.1.1 The law of maritime salvage is based on principles of equity, and the general principle is "No cure, no pay"; which means that a salvor shall
be remunerated generously, but only if he have rendered a material service to the salved property. The contract could be in any form. Lack of success does not give rise to a salvage reward, in addition the reward for salvage is dependent on the circumstances of the salvage services rendered and the value of the property salved, the salvage reward is payable by the owners of the ship and cargo saved, in proportion to the salved values.

6.2.1.2 The priority of salvage operation should be to humans.

6.2.1.3 Call for salvage must not be the result of panic, lack of the master's initiative or sober reasoning, but there has to be a real danger to carry out a salvage operation.

6.2.1.4 The master of the salvaged vessel shall describe the whole salvage operation in his log book. The engine log book should be in accordance with the main log book if engines were used.

6.2.1.5 The master of the salvaged vessel must cooperate with the salvors in the process of salvage, and must insist on participation of his own crew, engines and outfit in salvage operations, to bring the reward to a lower level.

6.2.1.6 Salvage Agreement:

a) The salvors are entitled to a reward if full or partial success has been achieved.

b) The exceptional case, when a loaded tanker has been assisted; the salvor is entitled to remuneration of expenses incurred in pollution prevention, even if no success in salvage of property has been obtained.

c) The salvor has a right to use the machinery and
equipment of the salved vessel, which is obliged to operate in salvage operations.

d) The salvor is obliged to bring and place the salved property to the stipulated destination, and if the destination was not assessed the salvor has to choose a safe place on his own.

e) The owner(s) of the salvaged vessel shall use their best endeavours to ensure that the cargo owners provide guarantee before the cargo on board their ship is released.

6.2.2 Remunerations Of Salvage Services:

6.2.2.1 The remuneration principle is initiated according to the success of the salvage operation fully or partially as stated in this act, and it is based on the general principle "No cure, no pay"; which is generally accepted, in the (LOF80). But in any case the salvage contract is subject to modification according to the principle of equity as mentioned, whether in favour of the salved, or the salving vessel. Any dispute between the parties may be solved by arbitration if it is by agreement, or the commercial court in Y.A.R. is the competent court in solving such dispute by taking into account the following considerations:

a) if the contract was concluded at the moment and under the influence of danger.

b) if it is proved that the consent of one of the parties was initiated by fraud or concealment.

c) if the stipulated remuneration is, in proportion to the services rendered, in an excessive degree too large or too small.

In taking into consideration all these circumstances the court have to rectify the contract
according to the principle of justice. No remuneration shall exceed the value of the property salved.

6.2.2.2 There is no remuneration prescribed, on salving the lives of crew member, passengers or other person on board and their luggage. But the reward should be shared between those who salved life and property in the same operation.

6.3 REMOVAL OF WRECK:

6.3.1 Definition Of Wreck:

a) it is a remains of the vessel after any casualty at sea which can no longer be operated, whether sunk, or still afloat. And if the ship loaded, the cargo on board deemed as part of the wreck.

b) wreck must be distinguished from the finding of derelict ship, which may be done by any person in national waters. In this respect the duty of the person who, on finding a derelict ship, delivers her to the administration, and his right to recover salvage remuneration as compensation.

6.3.2 The Basic Rules Of The Wreck:

The national rules about any wreck in national waters are as the following:

6.3.2.1 When a maritime casualty occurs, the owner(s) of the vessel(s) in question, must report the incident to the administration as soon as possible, so that rescue operations can be carried out to safeguard lives and property and to prevent possible environmental damage, and other collision.

6.3.2.2 Once a vessel becomes a wreck, the owner has a
strict responsibility to mark and, eventually, to raise or remove such obstruction to safe navigation and, report such measures taken to the administration.

6.3.2.3 Where the owner is ignorant of the circumstances, the administration must first take the necessary steps to mark the spot and, remove the wreck at once to safe place if obscuring safe navigation, then notify the owner(s) so proper action can be taken. The expenses here should be borne by the owners of the wreck.

6.3.2.4 If the owners, whether citizen or foreigners remain passive or slow to move, the administration must take matters in its own hands as it is appropriate, in respect of the ship and cargo on board, if any.

6.3.2.5 Unless the wreck has to be destroyed, the refloated wreck may be sold, and the proceeds used to cover all the expenses incurred by the administration in dealing with the wreck, including any damage which occurred during the removing operation, on the owner(s) behalf. Any surplus of proceeds the remaining sum must be held in trust for the owner, or other person entitled to the property.

6.3.2.6 If the proceeds of sale are not sufficient to cover all the expenses incurred by the administration, or if there are no such proceeds at all, the administration should be entitled to claim from the owner(s) of the wreck payment of whatever sum is unrecovered.

6.3.2.7 There is no right to any owner to abandon the wreck in national waters. The owner who does so is, fully responsible to the government to take
adequate measures against him.

6.4 GENERAL AVERAGE:

6.4.1 Definition:

According to York Antwerp Rules: "There is a general average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure".

6.4.2 The Main Principles Of General Average:

6.4.2.1 An extraordinary sacrifice or expenditure has occurred;

a) Sacrifice:

The mean sacrifice includes;

i) jettison of cargo carried on board the ship in accordance with trade customs.

ii) sacrifice of ship; which means damages to machinery and other equipment in the course of trying to save the adventure.

iii) loss of freight at risk.

b) Expenditure:

The means of expenditure includes;

i) salvage and necessary repairs.

ii) the cost of lightening the ship to refloat or repair her.

iii) the cost of entering, staying in and leaving a port of refuge.

iv) the cost of raising money necessary to safeguard the adventure.

6.4.2.2 The general average act must be intentional and
reasonable.

6.4.2.3 The general average act must be incurred for the common safety for the purpose of preserving from peril the property involved in the common maritime adventure.

6.4.2.4 The act have to occur by authority, and be successful; which means the shipowner, operator, master or any person who steps on his shoes is the only one entitled to make action deemed general average act, or it could be taken by the harbour master, if the ship laying in port and it is reasonable.

And the success of the act means, the property have to be saved to be liable for general average contribution.

6.4.2.5 Contribution:

a) A claimant who has sustained a loss or has made a general average act, is entitled to recover contribution for his loss resulting directly from such act.

Loss or damage sustained by ship or cargo through delay is not to be admitted as general average.

b) Contribution is recoverable from the owners of any property, including the ship herself, which has benefited from the act, according to the value of that property at the time and place where the adventure ends.

c) The general average adjustment is made by a professional average adjuster, usually appointed by the shipowner pursuant to the term of the charterparty, or the bill of lading. As a rule, at the time of discharge of the cargo from the ship, the owners of the cargo are...
requested to provide security covering their expected contribution and to sign a General Average Bond.

Pursuant to the usual terms of this document, the adjuster is not acting as an arbitrator, and his statement is not binding upon the parties, who are, therefore, free to challenge the statement during ten days before the competent authority, which could be the administration or the commercial court. After a certain period has passed without taking any action, the statement of the adjustment should be obligatory.

REFERENCES:

1) COLREG 1910.
2) COLREG 1952.
CHAPTER VII

MARITIME INVESTIGATION

The maritime investigation is the very important and direct action follows any maritime incident, have to be taken by the authorities concerned according to the jurisdiction—whether flag state or coastal state—.

Whilst the Yemen Arab Republic is coastal state and has a national fleet in the same time it is very important of laying regulations concerning such matter, specially that concerning jurisdiction and procedures.

7.1 JURISDICTION:

7.1.1 In any maritime casualty, the administration is the competent authority to hold the maritime investigation for the following circumstances; with emphasis that the master, shipowner shall notify the administration without any delay of any maritime incident which has occurred.

7.1.1.1 When a casualty occurs in the territorial waters or, in case of damage to the environment or other national interests in the EEZ.

7.1.1.2 When the casualty occurs to a vessel wholly engaged in coastal trading in national waters.

7.1.1.3 As regard to national ships; the investigation
shall be held:

a) When the casualty resulted in loss of life or considerable injury to the ship's crew or other person carried on board, wherever the occurrence took place, whether in Yemen or abroad.

b) Whenever a crew member died on board the ship, whether buried at sea or not.

c) Whenever the ship is lost or is abandoned at sea.

d) Whenever the accident occurred, resulting in considerable damage to the ship, or her cargo is influenced by fire, explosion, or to property not on board the ship in the course of voyage.

7.1.1.4 When the investigation is requested by the shipowner, master or other interested party, whatever was the ship, a request made shall be accompanied by:

a) A true copy, or clear photocopy, of the contents of the ship's book relating to the occurrence, or, if not possible a written statement of what happened.

b) A complete list of the ship's crew.

c) A list of such members of the crew and others who are considered able to give evidence regarding the occurrence.

d) If possible a list of persons interested in the matters and their local representatives.

7.1.2 The administration alone has a right to cancel or draw the national officer's certificate if found guilty after any investigation.

7.1.3 According to article (97) in the Law Of The Sea 1982; "If any foreign state withdrew any national certificate or licence given to a foreigner, it shall pronounce the administration the withdrawal of such certificates."
7.2 INVESTIGATION PROCEDURES:

The administration should nominate a permanent commission authorized for maritime investigation, and its power to conduct such investigation, without prejudice of the right of the national competent court, which could held the formal investigation according to the findings of the preliminary inquiry if required, according to their provisions.

7.2.1 Preliminary Inquiry:

7.2.1.1 A session of the commission for the hearing of a maritime inquiry shall be convened at a time as soon as possible after the incident if it is compulsory, or, after the request is received, and the hearing should take place on board if it is deemed desirable.

In exceptional cases the maritime inquiry may be postponed until the ship arrives at the home port, or elsewhere, as could be estimated by the administration, if this may result in substantial saving of the ship's loss of time or expenses or in other important advantages, having regard to the nature and extent of the occurrence and all other circumstances.

7.2.1.2 The commission shall give notice of the place and time fixed for the hearing to the master and so far as possible to the owner, cargo owner, insurer and any other interested party.

7.2.1.3 In the case of collision the maritime inquiry shall so far as possible be heard at the same time as the maritime inquiry for the other ship.
In the case of a national ship colliding with a foreign ship not in territorial waters, the case should be treated with the foreign flag authorities.

7.2.1.4 The examination of the master and other witnesses shall be made according to the provisions of the national law.

7.2.1.5 A report should be submitted to the administration, accompanying the findings of the investigation to take the necessary actions administratively, and if the case requires more, it shall send the findings to the competent court to complete the procedures of the formal investigation according to the national law.

7.2.1.6 The competent court after completing all the procedures of such question committed to it, have to inform the administration with the final findings and the awards taken.

7.2.1.7 If, after a maritime inquiry has been held, any new evidence thought to be of substantial relevance emerges, a new maritime inquiry may be held upon the request of any interested party. The new maritime inquiry should be convened at the place decided by such party, unless otherwise decided by the administration.

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REFERENCES:

The carriage of goods and passengers by sea is normally controlled by the commercial maritime law, which harmonize the relations between the parties in the transactions of the maritime adventure. The international trade is mostly transported by sea traditionally because its advantages. There are international regulations and customs concerning this matter generally accepted, such as Hague-Visby Rules, Athens Convention which are steadily developed according to the international development in the maritime adventure. These proposed legislation is essentially excerpted from these international regulations, as shipping is an international industry and for the facilitation of transaction between Yemen and the world. Accordingly the stated regulations are as herein after:

8.1 CONTRACTS FOR THE USE OF SHIPS:

There are a number of contractual arrangements which are free to be agreed on between par-
ties; called charter parties, which are contracts of affreightment for larger shipments requiring the whole or part of a ship.

8.1.1 Time Charter Parties:
The parties are entitled to make their contracts in any manner that they like. Otherwise the basic standard form for a particular trade is "Baltime 1939, form"; which contains the following provisions:

a) The shipowner agrees to provide a vessel for a period of time, and states her size, speed, fuel consumption, and amount of fuel on board.
b) The port of delivery and the time of delivery of the vessel to the charterer are stated.
c) The charterer agrees to engage only in lawful trades and carry lawful merchandise, and only use good and safe ports where the vessel can safely lie always afloat.
d) The shipowner agrees to pay for the crew's wages, for the vessel's insurance and her stores, and promises to maintain her in thoroughly efficient state.
e) The charterer agrees to provide and pay for fuel, to pay dock and harbour dues, and arrange and pay for loading and discharge.
f) The charterer agrees to pay a named sum for the hire of the vessel.
g) A clause concerning the delivery of the vessel; whereby usually the charterer has to deliver the ship in the same good order as when delivered (fair wear and tear excepted).
h) The off-hire clause; which usually provides that; "in the event of drydocking or other necessary measures to maintain the efficiency of the vessel,
deficiency of men or owner's stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the vessel and continuing for more than (24) consecutive hours, no hire to be paid in respect of any time lost thereby during the period in which the vessel is unable to perform the service immediately required."

i) The master is to be under the orders of the charterer.

j) The clause of excepted perils usually states; the owners only to be responsible for delay in delivery of the vessel or for delay during the currency of the charter and for loss or damage to goods on board, if such delay or loss has been caused by want of due diligence on the part of the owners or their manager in making the vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the owners or their manager. The owners are not to be responsible in any other case not for damage or delay whatsoever and howsoever caused, even if caused by the neglect of their servants. The owners are not to be liable for loss or damage arising or resulting from strikes, lockouts or stoppage or restrain of labour —including the masters, officers or crew—whether partial or general damages and accidents of the sea.

This clause does not protect the shipowners against a claim for financial loss suffered by the charterers by reason of the shipowners' breaches of the charterparty. The burden of proving that such delay or loss falls within the exception clause lies on the shipowners.
k) The charterer agrees to indemnify the shipowner for loss or damage to the vessel by careless loading or discharge.

l) A cancelling clause may exist in the charter party, in which case the charterer has the option, under the terms of his contract, of repudiating, in certain stipulated circumstances. There is no contractual right to rescind a charter party unless and until the date specified in the clause has been reached.

m) A clause incorporates the York-Antwerp Rules 1974 relating to general average (as stated in 6.4 in this act).

n) An arbitration clause; usual states; "Any disputes arising under the charter to be referred to arbitration in London (or such other place as may be agreed) one arbitrator to be nominated by the owners and the other by the charterers, and in case the arbitrators shall not agree then to an umpire to be appointed by them, the award of the arbitrators or the umpire to be final and binding upon both parties".

o) A clause concerning payment of commission to the shipbroker for negotiating the charter party.

p) A war clause.

8.1.2 Voyage Charter Party:
The shipowner and the charterer are free to make their contract in any form that they choose. The contract may usually refer to the usual standard form "Gencon", whose provisions are similar to "Baltim 1939", in addition to the following provisions:

a) The shipowner undertakes to carry the goods to their destination.
b) The charterer agrees to provide full cargo.
c) The charterer agrees to pay freight, usually per ton of goods or per cubic foot of space.
d) A general paramount clause, the purpose of which is to incorporate the Hague-Visby Rules.

8.1.3 Demise Charter Parties:

Also known as "bareboat charter"; is basically a contract for the lease of the vessel. Unlike time and voyage charters, where the owner always remains in control of the vessel, under this system the owner hands over possession and control to the demise charter. The demise charter will in this case operate the vessel as if it were his own, with full responsibility before the other parties in respect of the vessel operation.

8.2 CONTRACTS FOR THE CARRIAGE OF GOODS:

8.2.1 Bills of lading:

8.2.1.1 The main functions of the bill of lading are:

a) evidence of the contract of affreightment
b) a receipt for the goods shipped, their quantity and conditions when put onboard
c) it is a document of title, without which delivery of the goods cannot normally be obtained

8.2.1.2 The rules controlling the bill of lading as adopted internationally in 1968, known as the Hague Visby Rules (in force), comprise the following:

a) The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:
i) make the ship seaworthy.
ii) properly man, equip and supply the ship.
iii) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

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

c) 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 him a bill of lading showing among other things:

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

ii) the number of packages or pieces, or the quantity, or weight, as the case may be furnished in writing by the shipper.

iii) the apparent order and condition of the goods.

d) A bill of lading shall be evidence of the receipt by the carrier of the goods, however, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

e) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight,
as furnished by him, and the shipper shall indem-
nify the carrier against all loss, damages and
expenses arising or resulting from inaccuracies
in such particulars. The right of the carrier to
such indemnity shall in no way limit his respon-
sibility and liability under the contract of
carriage to any person other than the shipper.

(f) i) Unless notice of loss or damage and the general
nature of such loss or damage be given in wri-
ting to the carrier or his agent at the port of
discharge before or at the time of removal of
the goods into the custody of the person entit-
led to delivery thereof under the contract of
carriage, or, if the loss or damage be not ap­
parent, within three days, such removal shall be
prima faci, evidence of the delivery by the
carrier of the goods as described in the bill of
lading.

ii) 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.

iii) The carrier and the ship shall in any event be
discharged from all liability whatsoever in res­
pect of the goods, unless suit is brought within
one year of their delivery or of the date when
they should have been delivered. This period
may, however, be extended if the parties so
agree after the cause of action has arisen.

iv) 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 ins­
pecting and tallying the goods.

v) An action for indemnity against a third person
may be brought even after the expiration of the year provided for in the preceding subparagraph (f-iii), if brought within the time allowed by the law of the commercial court.

g) 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 shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue, of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master or agent with the name(s) of the ship(s) upon which the goods have been shipped and the date(s) of shipment, and when so noted, if shows the particulars mentioned in paragraph (c), shall be deemed to constitute a "shipped" bill of lading.

h) Any clause, covenant, or agreement in contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connection with, goods arising from negligence, fault or failure in the duties and obligations provided in this act, or lessening such liability shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

i) Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to fulfill
his duties as mentioned in paragraph (8.2.1.2.a) in this act. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this paragraph. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from:
i) 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.
ii) fire, unless caused by the actual fault or privity of the carrier.
iii) perils, dangers and accidents of the sea or other navigable waters.
iv) act of God.
v) act of war, or public enemies.
vi) arrest or restraint of princes, rules or people, or seizure under legal process.
vii) quarantine restrictions.
viii) act or omission of the shipper, or owner of the goods, his agent or representative.
ix) strikes or lockouts or stoppage or restraints of labour from whatever cause, whether partial or general.
x) riots and civil commotions.
xi) saving or attempting to save life or property at sea.
-xii) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.
xiii) insufficiency of packing.
xiv) insufficiency or inadequacy of marks.
xv) latent defects not discoverable by due diligen-
(xvi) any other cause arising without the actual fault or privity of the carrier, or without the actual fault or neglect of the agents or servants of the carrier.

(j) The shipper shall not be responsible for loss or damage sustained by the carrier or the ship, without his fault or neglect, his agents or servants.

(k) 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 the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

(l) Amount of liability in connection of loss or damage of the goods carried are:

(i) unless the nature and value of such 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 the equivalent of 10000 Francs. per package or unit, or 30 Francs. per kilo of gross weight of the goods lost or damaged, whichever is the higher.

(ii) the total amount recoverable shall be calculated by reference to the value of such goods at the place and time at the goods are discharged from the ship in accordance with the contract or should have been so discharged. 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 there be no commodity price or current market price, by reference to the normal value of goods of the same kind and quality.

iii) 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 such article of transport shall be deemed the number of packages or units for the purpose of this paragraph as far as these packages or units are concerned. Except as aforesaid such article of transport shall be consider the package or unit.

iv) neither the carrier nor the ship shall be entitled to the benefit of the limitation of liability provided for in this paragraph, 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.

v) by agreement between the carrier, master or agent of the carrier, and the shipper other maximum amount than those mentioned in subparagraph (1 (i)) of this paragraph may be fixed, provided that no maximum amount so fixed shall be less than the appropriate maximum mentioned.

vi) neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connection with, goods if the nature of the value thereof has been knowingly misstated by the shipper in the bill of lading.
m) Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented 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 such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

n) Notwithstanding the provisions of this act, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and so to the rights and immunities of the carrier in respect of such goods, or his obligations as to seaworthiness, the care of 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 shall be embodied in a receipt which shall be a non negotiable document and shall be marked as such. Any agreement so entered to shall have full legal effect.
8.3 Towage:

8.3.1 Definition:
Towage is any operation in connection with the holding, pushing, pulling, moving, escorting or guiding of or standing by the hirer’s vessel. And a towage contract is an agreement whereby one side, the tug owner, agrees to provide towing to the other, the shipowner, such contract may be made by way of salvage, and, if they are, the legal principles applicable to salvage will apply.

8.3.2 Towage and Salvage:
If the towage becomes impossible as a result of matters beyond the control of the parties, not attributable to any breach of contract on the part of the tug owner, then the contract of towage is frustrated, the tug owner, being discharged from the contract, has no further obligations to the tow. And any service rendered to the tow thereafter may qualify as salvage services.

8.3.3 General Principles of Towage:
8.3.3.1 The towing operation, shall cover the period commencing when the tug is in a position to receive orders direct from the hirer’s vessel or to pick up lines, or when the towing line has been passed, which is the sooner, and ending when the final orders from the hirer’s vessel to cease operation have been carried out, or when the tow line is finally slipped, whichever is the later, and the tug is safely clear of the tow.
8.3.3.2 Whilst towing or at the request of the tow, the tug, her master and crew shall be deemed to be a servants of the tow owner and under his control, or under the control of any person acting on his behalf. The tow owner shall accordingly be liable for any act or omission, of such persons and damages to or by the tug, during the services.

8.3.3.3 A tug owner must carry out the towage with reasonable care and skill, and within a reasonable time.

If the contract does not fix the price, he has to make a reasonable charge, and if he fails to complete the contract service he will usually be entitled to no remoneration.

8.3.3.4 The master has implied authority to enter into towage contracts where they are reasonably necessary for the carrying out of a contract, the shipowner should be bound by such a contract.

8.3.3.5 If the tow has paid for the towage in advance. And then the towage services become frustrated during the service without the fault of the tug owner. The tow owner will not recover any of the sum paid.

8.3.3.6 If the tow owner doesn’t disclose all material facts to the tug owner. The later one may repudiate the contract and recover damages.

8.3.3.7 If the tow is not manned, the control of the tow operation should be under the master of the tug. But he still deemed the servant of the ship owner in order of liabilities.
8.4 Carriage Of Passengers And Luggage By Sea:

8.4.1 Definitions:

a) A passenger means any person carried in a ship, under a contract of carriage, who with the consent of the carrier is accompanying a vehicle and luggage.

b) Luggage means any article or vehicle carried by the carrier under a contract, which the passenger has in his cabin or otherwise in his possession, custody or control.

8.4.2 Jurisdiction:

This rules are applicable on:

a) ships flying the national flag.

b) contracts of carriage have been made in Yemen.

c) if the place of departure or destination, according to the contract is Yemen Arab Republic.

8.4.2 Liability of the carrier:

8.4.2.1 The carrier shall be 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 cause 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, agents acting within the scope of their employment.

8.4.2.2 Fault or neglect of the carrier, or of his servants or agents within the scope of their employment shall be presumed, unless the contrary is proved, if the death or injury of the passenger or the loss or damage to his luggage
arose from or in connection with the ship wreck, collision, stranding, explosion or fire, or defect in the ship, such fault or neglect shall be presumed, unless the contrary is proved, irrespective of the nature of the incident which caused the loss or damage.

In all other cases the burden of proving fault or neglect shall lie with the claimant.

The liability of the carrier shall be as the following:

a) liability for the death of or personal injury to a passenger shall in no case exceed (45666) unit of account per carriage.

b) the liability of the carrier for loss or damage to cabin luggage shall in no case exceed (833) unit of account per passenger, per carriage.

c) the liability of the carrier for the loss of or damage to vehicles including luggage carried in, shall in no case exceed (3333) units of account per vehicle, per carriage.

d) the liability of the carrier for the loss of or damage to luggage other than that mentioned in subparagraph (b & c) of this paragraph, shall in no case exceed (1200) units of account per passenger, per carriage.

e) the carrier shall not be liable for the loss or damage to monies, golds, silverware, jewellery, works of art, or other valuables, except where such valuables have been deposited with the carrier for the agreed purpose of safe keeping. The carrier should be liable of such things according to their normal value, in case of loss or damage.

f) interest on damage and legal costs shall not be
included in the limits of liability prescribed in this paragraph.

g) the carrier and the passenger may agree, expressly and in writing, to higher limits of liability than those prescribed in this paragraph.

h) the carrier shall not be entitled to the benefit of the limits of liability prescribed, inter alia, if it is proved that the damage resulted from an act or omission of the carrier, his agent, servant, or the performing carrier, if any, done with the intent to cause such damage, or recklessly and with knowledge that such damage would probably result.

8.4.2.3 Liability procedures:

a) The passenger shall give written notice to the carrier or his agent:

i) in case of apparent damage to luggage, for cabin luggage, before or at the time of disembarkation of the passenger. And for other luggage, before or at the time of its redelivery.

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

b) If the passenger fails to comply with the previous provisions of paragraph (8.4.2.3.a), he shall be presumed, unless the contrary is proved, to have received the luggage undamaged.

c) The notice in writing need not be given if the condition of the luggage has at the time of its receipt been subject of joint survey or inspection.
d) 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 two years from the time of disembarkation, unless it is expanded by the court.

8.4.2.4 Competent jurisdiction:

a) An action arising under this act shall, at the option of the claimant, be brought before one of the courts listed below:

i) the court of the place of permanent residence or principal place of business of the defendant.

ii) the court of the place of departure or that of the destination.

iii) a court of the place of the domicile residence of the claimant.

iv) a court of the state where the contract of carriage was made.

b) 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. Such agreement shall have full legal effect.

8.4.2.5 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 act, and any such provision purporting to shift the burden of proof which rests on the carrier, or having the effect of restricting the option
specified in paragraph (8.4.2.4), shall be null and void.

REFERENCES:

2) International Maritime Law, D/ Edgar Gold.
5) Shipping Law. p 416, 422, by Chorley & Giles.
CHAPTER IX

MARINE INSURANCE

9.1 SCOPE AND DEFINITION:

In the marine insurance, the marine element is essential and the risks insured are maritime perils, which are perils incidental to navigation of the sea. The assured should have an insurable interest in the subject matter of the contract. The marine insurance could be defined; "a contract whereby the insurer undertakes to indemnify the assured, in a manner and to the extent thereby agreed, against marine losses, that is to say, the losses incident to marine adventure".

9.2 INTERESTS WHO MAY SEEK INSURANCE:

9.2.1 The assured must have an interest in the subject matter insured and there must be exposure of the interest to risk of loss or damage by maritime perils.

a) Cargo interests may require cover for loss of or damage to their goods.

b) Shipowners will require hull insurance and pro-
tection and indemnity (P & I) cover.

c) Charterers may also require cover for their liabilities to the shipowners including any liabilities they may have for loss of or damage to the ship and also (P & I) cover.

9.3 RISK COVERED:

9.1.3 Cargo:
A policy of insurance against the risks of loss of or damage to cargo may also be extended to cover other risks such as contributions in general average and salvage.

9.3.2 Ships:
A policy covering loss of or damage to the ship also very frequently covers certain liabilities and in particular the liabilities of the shipowner to another ship as a consequence of a collision.

9.3.3 War risks:
These risks are normally insured separately, so far as shipowners are concerned, war risks cover will be on the basis that additional premium is payable in certain specified areas of higher danger than others and the premium structure will also vary.

9.3.4 Protection And Indemnity Cover:
9.3.4.1 Though principally insurance for shipowners, (P & I) cover is also available to charterers. Typical P & I insurance will cover the liabilities of the assured in respect of the following categories of claims:
a) injury, illness and death of crew, passengers
and stevedores.

b) repatriation or crew and substitute expenses.

c) diversion and other expenses incurred in landing refuges, sick persons and stowaways.

d) one fourth of collision liability.

e) excess collision liability.

f) pollution by oil and other substances.

g) property damage.

h) towage contract liabilities, and liability under other contracts and indemnities.

i) cargo loss, shortage and damage.

j) unrecoverable general average contributions.

k) salvor’s expenses under (LOF 80) of salvage agreement.

l) fines, certain legal and other costs.

9.3.5 Other Risks:

Other forms of insurance include cover against loss of freight or hire, strike insurance, and insurance of through transport risks where only part of the transport is effected by sea.

9.4 WHERE INSURANCE IS PLACED:

9.4.1 Ships insurance should be nationally if available and in accordance to the national law to be regulated.

9.4.2 Cargo insurance, war and other risks for national interests, should be insured nationally.

9.5 TERMS OF CONTRACT:

The parties are free to contract as they wish.
The provisions of the contract shall have its legal effect.

9.6 RIGHTS AND DUTIES OF THE INSURER:

9.6.1 Toward The Assured:
To cover premium, and fulfill his duties according to the contract.

9.6.2 Towards The Administration:
If the assured abandoned the property to the insurance according to the subrogation clause, the insurer shall be held responsible before the administration to fulfill his duties, especially in respect of wreck as the wreck owner in accordance to the provisions stated in this act in respect of such matter.

REFERENCES:

1) Guide Lines For Maritime Legislation. p 219 - 221, by the UN.
2) UK Marine Insurance Act 1906.
CHAPTER X

RECOMMENDATIONS AND CONCLUSION

10.1 RECOMMENDATIONS :

10.1.1 This proposal for a maritime legislation could be deemed a corner stone of a modern maritime code in Yemen. It needs more elaboration, and expansion of other matters not covered in this proposal, such as maritime fraud, contracts of ships' sale, private international maritime law, and rules of procedure in respect of arbitration, arrest of ships and forced sale, in addition to subsidiary legislations.

With confirming what has been stated in Mr. Salem's thesis — Developing the MARAD infrastructure in Yemen, WMU 1986— about the subsidiary legislations. Furthermore the emergency of issuing regulations and elaborating the correlations between the different departments concerning the maritime sector.

10.1.2 The development of a maritime legislation is the first step of the exhaustive development in the maritime sector in general.

Therefore the following step, which is necessary to be taken, is the development of the maritime administration infrastructure, which is represented by PMAC, to become capable of carrying out
such duties according to the new developments which are prescribed by virtue of the international changes.

10.1.3 The necessity of the active participation of Y.A.R through the officials concerned in the international activities regarding the maritime sector, especially IMO, CMI, UNCTAD, ILO, and so on, to follow the present situation perpetually whether technical or administrative and legal development, and put more attention to the translation of these activities to the appropriate national actions.

10.1.4 Maritime investigation becomes one of the essential parts of the administration's duties according to the new proposed legislation. It is recommended that a committee of maritime inquiry has to be assigned within the administration with experts concerned, from nautical, technical and legal fields, and according to the national policy, representatives from the police to participate in carrying out such duties.

10.1.5 The necessity of establishing within the new infrastructure of the administration department for the environment protection, which is supposed to carry out the following important functions:

a) marine environment protection of pollution.

b) ashore environment protection, especially of agricultural imports.

c) marine research, which could be within regional co-operation with neighbouring countries.

10.1.6 While the Y.A.R. has become an oil exporter, in addition it is party to MARPOL 1973 convention, and due to the need for protecting our national environment, the emergency of installing in our national oil terminals reception facilities, which
are one of the national necessities. Furthermore it is complying towards the international obligations stated forth in the mentioned convention.

10.1.7 Expanding and revising this proposal through a competent legal committee in order to become a comprehensive national maritime code accompanying the general orientation of enhancing and developing the legal and organizational level of the national marine sector.

10.1.8 There is a necessity of regional co-operation in the field of marine research and environment protection.

10.2 CONCLUSION:

10.2.1 This proposal does not come from a vacuum, but according to the urgent necessity to fill the gap between the obsolete and incomplete present maritime legislation, and the present situation of the Yemen Arab Republic, which is in progress in other sectors except the maritime sector, as discussed in chapter (1) of this paper; and

10.2.2 In accordance to the United Nations orientation of the unification of maritime rules and legislations, because shipping is an international industry. So the author tried in this proposal to follow this step of unification through the international rules and instruments.

10.2.3 This proposal for a maritime legislation covers the following items:

i) Chapter (1) covers the present situation of mari-
time regulation and system of implementation of the national regulations and international conventions.

It covered the objective of developing the maritime legislation due to the needs and according to international standards and regulations.

ii) Chapter (2) covers the national jurisdiction whether on coastal waters or national ships, by system of:
   a) flag state control.
   b) port state control.
   c) coastal jurisdiction.

iii) Chapter (3) covers the registration of ships, a comprehensive system and procedures for all kinds of commercial ships, and rights on ships like maritime lien and mortgage according to the international system prescribed by the UN, and according to the modern systems in different countries.

iv) Chapter (4) concerns maritime safety, which comprises safety of ships and safety of navigation, which is derived from the duties of the administration in regulating and establishing the safety system according to international standards and the duties of shipowners and mariners in general in adhering to this system whether in national waters or the high seas.

v) Chapter (5) covers marine pollution matters, whether in respect of the regulations and procedures of preventing pollution or penalties and compensation when the incident of pollution happened.

vi) Chapter (6) covers matters relating to accidents at sea, which contains rules of collision prevention according to international standards and regulations, and damages remuneration, whether on
ships and personnel injuries on board ships or other property.

vii) Chapter (7) covers maritime investigation, which comprises the national jurisdiction and procedures in civil and penal matters, whether on national ships, or foreign ships in national waters. The maritime investigation is divided into two aspects according to the circumstances of the occurrence, preliminary inquiry and formal investigation with different procedures and competency.

viii) Chapter 8 covers the rules governing the carriage of goods and passengers by sea, in accordance with international regulations concerning these matters like the Hague-Visby Rules, in respect of carriage of goods, and the Athens Convention 1974, in respect of carriage of passengers and their luggage by sea.

ix) Chapter (9) covers to a slight extent matters concerning marine insurance, whether relating to shipowners, charterers or cargo owners, and their relation with the insurers and the legal risks which could be covered in the marine adventure.

x) Finally this chapter concerns recommendations to the administration in respect of developing the marine sector in general and the conclusion.

In addition to some appendixes necessary and the bibliography.
ANNEXES

The annexes attached herein are represent the necessary documents in the process of maritime investigation, which are forms of reports excerpted from the Norwegian Maritime Administration, found important to be implemented by the Yemeni Maritime Administration because of their accuracy in the investigation process of different cases, specially the administration did not organize such matter yet.

Of course these present forms shall be elaborated to accommodate national need in such matter.
### Marine casualty report 97

**A. GENERAL DECLARATION** (To be filled in for all types of casualties)

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<th>Name of ship:</th>
<th>Signal letters</th>
<th>Home port</th>
<th>Nationality</th>
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<td>Year built</td>
<td>Material</td>
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<td>Dwt.</td>
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<td>Dimensions:</td>
<td>Length overall</td>
<td>Extreme breadth</td>
<td>Propulsion machinery: Builder</td>
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<tr>
<td>Classification Society:</td>
<td>Main class</td>
<td>Reg.no. in Det Norske Veritas</td>
<td>Hull</td>
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<tr>
<td>Last periodical survey by classification Society</td>
<td>Place/Date</td>
<td>Uncompleted recommendations</td>
<td>State reasons for uncompleted recommendations or defects:</td>
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<td>Last survey by the Norwegian Ship Control (or delegated institution)</td>
<td>Place/Date</td>
<td>Uncompleted recommendations</td>
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<tr>
<td>Last control of fire-extinguishing/rescue equipment</td>
<td>By authority</td>
<td>By crew</td>
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<tr>
<td>Last dry docking</td>
<td>Place/Date</td>
<td>Condition of ship's bottom at last dry docking</td>
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<tr>
<td>Date of last cleaning</td>
<td>Ship's bottom</td>
<td>Cargo holds</td>
<td>Cargo tanks</td>
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**Certificate of:**

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<td>Trade area</td>
<td>Passenger ship</td>
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<td>Certificate of:</td>
<td>Construction</td>
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<td>Trade area acc. to Trading/Passenger/Equipment Certificate</td>
<td>Equipment</td>
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<td>Certificate of:</td>
<td>Radio telegraphy</td>
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<td>Passenger ship</td>
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<td>Certificate of:</td>
<td>Inspection certificate for inflatable life rafts:</td>
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<tr>
<td>Carriage of liquefied gases</td>
<td>Expiry date</td>
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<td>Carriage of chemicals</td>
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<td>International Oil Pollution Prevention (MARPOL)</td>
<td>Other certificates relating to the ship</td>
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<td>Load line</td>
<td>(Not to persons)</td>
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**REGISTRATION OF DATA ON BOARD**

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<td>Engine room log</td>
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<td>Bell book engine</td>
<td>Maintenance record</td>
<td>Overtime log</td>
<td>Control book Ships medicines</td>
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<td>Automatic registration by means of:</td>
<td>Course diagram</td>
<td>Manoeuvre diagram</td>
<td>Echo sounder diagram</td>
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**SPECIFICATION OF CREW DATED:**

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<th>Radio operators</th>
<th>Electricians</th>
<th>Other members of crew</th>
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<th>Non-Norwegians</th>
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<td>Explain any discrepancy between the specification of the crew and the actual manning</td>
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JK-3297
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<tbody>
<tr>
<td>On watch/In charge</td>
<td>Position on board</td>
<td>Age</td>
<td>Type of certificate</td>
<td>Practice as officer</td>
<td>Practice in present position on board</td>
<td>Date joined ship</td>
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<tr>
<td>Master</td>
<td>On watch</td>
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<td></td>
</tr>
<tr>
<td>Navigator</td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Other crew members on watch</td>
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<td></td>
</tr>
</tbody>
</table>

Were any dispensation granted in respect of certificates? Yes ☐ No ☐

<table>
<thead>
<tr>
<th>Working hours/Watch system</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Master</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Navigator</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other crew members on watch</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Watch System</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6 ON/6 OFF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4 ON/8 OFF</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (shift etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No system of watches</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cargo/Loading condition</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type(s) of cargo on board</td>
<td>Type(s) of cargo on previous voyage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State distribution of cargo</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(type and number of tons in the different cargo holds/tanks/on deck)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If more convenient, enclose a copy of the cargo plan.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hold/Tank no.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type Weight in tons</td>
<td>Deck cargo:</td>
<td>Other distribution of cargo</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weight in tons</td>
<td>At hatch no.</td>
<td>At hatch no.</td>
<td>At hatch no.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Height</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank Tons</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tank Tons</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daily consumption at sea</td>
<td>From tank no.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bunkers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fresh water</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ballast</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cargo</th>
<th>Bunkers</th>
<th>Fresh water</th>
<th>Ballast</th>
<th>Total</th>
<th>Loading condition in % (Total % in relation to full loading capacity)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sum</td>
<td>DRAFT forward</td>
<td>DRAFT aft</td>
<td>DRAFT midships</td>
<td>STB</td>
<td>Freeboard</td>
</tr>
<tr>
<td>On departure</td>
<td>List</td>
<td>No. degrees</td>
<td>Reason for list</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>STB</td>
<td>PORT</td>
<td>Sag moment</td>
<td>Hog. moment</td>
<td>Calculated GM</td>
</tr>
</tbody>
</table>

At start of voyage cargo secured by: Crew Securing of cargo controlled by: Stevedor
### FIRE/LIFEBOAT DRILL

<table>
<thead>
<tr>
<th>Place</th>
<th>Date</th>
<th>Page</th>
<th>Extent/Type of drill</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EXTERNAL PARTICULARS

<table>
<thead>
<tr>
<th>Type of water (See page 17)</th>
<th>Phase of voyage (See page 17)</th>
<th>Main activity on board (See page 17)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Direction</th>
<th>Wind</th>
<th>Force</th>
<th>Direction</th>
<th>Sea</th>
<th>Height</th>
<th>Direction</th>
<th>Swell</th>
<th>Height</th>
<th>Direction</th>
<th>Current</th>
<th>Force</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Precipitation</th>
<th>Fog</th>
<th>Visibility (In N-miles)</th>
<th>Ice</th>
<th>Air temperature</th>
<th>Sea water temperature</th>
<th>Surface water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Daylight</td>
<td>Darkness</td>
<td>Twilight</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CASUALTY DATA/DAMAGES

<table>
<thead>
<tr>
<th>Type(s) of casualty (See p. 17)</th>
<th>Name of place/Sea etc.</th>
<th>Date</th>
<th>Time</th>
<th>Zone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Exact position (to the nearest 1/10 of a minute, if necessary direction and distance)***

<table>
<thead>
<tr>
<th>Last port prior to casualty</th>
<th>Date of departure</th>
<th>Time</th>
<th>Port of destination</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First port of arrival after casualty</th>
<th>Date of arrival</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Did the ship reach the first port without assistance?**

- Yes [ ] No [ ]

If no, with the assistance of: [ ]

**Description of the damage: (Type of damages, assumed consequences as injury to crew, ship, cargo, environment etc.) If possible, state the consequences, lost time, time in dock, etc.**

### CASUALTY DATA/DAMAGES

<table>
<thead>
<tr>
<th>Crew</th>
<th>Passengers</th>
<th>Others on board</th>
<th>Others</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Number of persons: | Injured | | | | |
|-------------------|---------|--------|--------|--------|
|                   |         |        |        |        |

<table>
<thead>
<tr>
<th>Dead</th>
</tr>
</thead>
</table>

State name, address and nearest relatives of the dead.
### B. To be filled in if the casualty was/caused grounding and/or collision

<table>
<thead>
<tr>
<th>Manufacture/type</th>
<th>Condition</th>
<th>In use at the time of the casualty?</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Radar (s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automatic radar plotting (ARPA)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gyro compass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Magnetic compass</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto pilot</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Course diagram</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Course —deviation alarm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Echo sounder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decca navigator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Satellite navigator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Omega</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loran</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other navigational aids</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type and position of fog signal</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### CHARTS/NAVIGATIONAL PUBLICATIONS ETC. ON BOARD RELATING TO THE ACTUAL AREA

<table>
<thead>
<tr>
<th>Nationality</th>
<th>No.</th>
<th>Published (year)</th>
<th>Corrected (stamped date)</th>
<th>Last corrected on board</th>
<th>In use when the casualty occurred</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chart</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>List of lights</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of waters</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tide tables</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State errors of defects in the above-mentioned publications not due to conditions on board:

Are Notices to Mariners received regularly on board? No. and date of the last edition received:
**Who was on the bridge?**

Did any member of the bridge watch have any other duty at the time of or immediately prior to the casualty? If so, state these duties.

**Who was responsible on the bridge?**

Where was the master?

**Who was navigating?**

Was this person familiar with the waters?

**Was the ship under the direction of an authorized pilot?**

Was the pilot familiar with the type of ship?

**If radar was used, who operated it/Them?**

What range was the radar(s) set at?

**How was the radar(s) operated?**

- [ ] Gyro stabilized
- [ ] North up
- [ ] Head up
- [ ] True motion
- [ ] Relative

**Where was the look-out?**

Did the look-out have other duties? If so, state these duties.

**If manual steering, who was at the wheel?**

If auto-pilot steering, who monitored the auto-pilot?

**If manned engine room, who was on watch?**

If the propulsion machinery was manoeuvred from the bridge, who did this?

**Was the view from the bridge of any significance for the course of the casualty?** Explain in more detail below.

- [ ] Yes
- [ ] No

**Did the arrangement on the bridge prevent the navigator from giving full attention to safe navigation (position of charts, VHF, radar, lighting, etc.)?** Explain in more details below.

- [ ] Yes
- [ ] No

**Was a sailing plan available, with courses plotted on charts, safety bearings etc.?**

- [ ] Yes
- [ ] No

**Was the plan followed?**

- [ ] Yes
- [ ] No

**Was navigation obstructed by other traffic?**

- [ ] Yes
- [ ] No

**Conditions which contributed to the casualty:**

**Last certain position before the casualty:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Log showed</th>
<th>Position</th>
</tr>
</thead>
</table>

**How was the position decided?**

**Instrument reading from last certain position**

<table>
<thead>
<tr>
<th>From time</th>
<th>Steered course gyro/magn.</th>
<th>Steered course true</th>
<th>Sailed course true</th>
<th>Log Speed showed</th>
<th>Distance</th>
<th>Current if any Direction</th>
<th>Speed</th>
</tr>
</thead>
</table>

**Bearings and other observations during the same period**

**The ship's ordinary service speed**

<table>
<thead>
<tr>
<th>Speed before the casualty</th>
<th>Speed at the actual time of the casualty</th>
</tr>
</thead>
</table>

**Other information**
### Nos. 93 to 107 to be filled in if the casualty was/cause a collision

<table>
<thead>
<tr>
<th>Question</th>
<th>Options</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>When was the object of the collision (vessel or object) first discovered?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How was the object of the collision discovered?</td>
<td>Visually</td>
<td>By radar</td>
</tr>
<tr>
<td>Relative bearing Distance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>How was the bearing and distance determined?</td>
<td>Visually</td>
<td>By radar</td>
</tr>
<tr>
<td>Own ship’s:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Course</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Speed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>When and how was the risk of collision first registered?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Did own ship undertake manouvring?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were any sound signals sent out from own ship?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>What signals were given if any (Also VHF, lights etc.) At what time?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were any signals observed from the other ship?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>What signals were observed? At what time?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What lights/signal figures was own ship showing?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What lights/signal figures were observed shown on the other ship?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What was the course and speed of the other ship when it was observed visually?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What changes of course or speed were observed later?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were the radar antenna(s) operating on the other ship?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Were the observed lights shining clearly?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were any avoiding manoeuvres obstructed or influenced by the other ship?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>By other traffic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>By the nature of the waters</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Was there any radio communication between the ships before the collision?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Was any attempt made to make such contact</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Radio communication after the collision</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Was the other ship loaded?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Did the other ship have a list?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of the other ship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signal letters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRT.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home port</td>
<td></td>
<td></td>
</tr>
<tr>
<td>What was done pursuant to section 223 of the Maritime Act (obligation to give assistance to the other ship in the event of a collision)?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Describe the course of the casualty (own ship’s manoeuvring, any observed manoeuvres by the other ship, obstacles to manoeuvring, damage, when the ship refloated after grounding etc.)

In the event of collision; draw a sketch illustrating the situation from the time to the object was discovered until the collision occurred. Show the angle of collision. (If necessary, use page 15).
### C. To be filled in if the casualty was/cause fire/explosion

<table>
<thead>
<tr>
<th>Question</th>
<th>Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>In what area did the fire/explosion start?</td>
<td>Engine room</td>
</tr>
<tr>
<td>Describe the place where the fire/explosion started in more detail.</td>
<td></td>
</tr>
<tr>
<td>If known, state in which component the ignition took place:</td>
<td></td>
</tr>
<tr>
<td>In what kind of material did the ignition take place?</td>
<td>Petroleum product</td>
</tr>
<tr>
<td>Describe the place where the fire/explosion started in more detail.</td>
<td></td>
</tr>
<tr>
<td>If not, state which component the ignition took place:</td>
<td></td>
</tr>
<tr>
<td>Source(s) of ignition</td>
<td>Flame</td>
</tr>
<tr>
<td>Fire detector at the place where the fire started?</td>
<td>Yes</td>
</tr>
<tr>
<td>Did the warning system work satisfactorily?</td>
<td>Yes</td>
</tr>
<tr>
<td>Did the warning system work satisfactorily?</td>
<td>Yes</td>
</tr>
<tr>
<td>How was the casualty discovered?</td>
<td>Fire-detect</td>
</tr>
<tr>
<td>Who discovered/observed the casualty?</td>
<td></td>
</tr>
<tr>
<td>Permanently placed fire extinguishing equipment:</td>
<td>Yes</td>
</tr>
<tr>
<td>At the site of the casualty</td>
<td>Yes</td>
</tr>
<tr>
<td>In adjacent areas?</td>
<td>Yes</td>
</tr>
<tr>
<td>Permanently placed fire extinguishing equipment:</td>
<td>Yes</td>
</tr>
<tr>
<td>If the casualty occurred in port, who was on watch on board?</td>
<td></td>
</tr>
<tr>
<td>Where was the watch when the casualty was discovered/registered?</td>
<td></td>
</tr>
<tr>
<td>What was the direction of the wind relative to the ship?</td>
<td></td>
</tr>
<tr>
<td>Was anything abnormal observed?</td>
<td></td>
</tr>
<tr>
<td>What was done to extinguish the fire/reduce the damage?</td>
<td></td>
</tr>
<tr>
<td>What type of extinguishing equipment was used (fixed or portable)?</td>
<td></td>
</tr>
<tr>
<td>Did the extinguishing apparatus work as intended?</td>
<td>Yes</td>
</tr>
<tr>
<td>Describe the effect, defects etc.:</td>
<td></td>
</tr>
<tr>
<td>Did the fire damper/rapid extinguishing arrangements work satisfactorily?</td>
<td>Yes</td>
</tr>
<tr>
<td>Were closing/extinguishing arrangements suitably positioned?</td>
<td>Yes</td>
</tr>
<tr>
<td>Page</td>
<td>Question</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>127</td>
<td>The casualty was connected with:</td>
</tr>
<tr>
<td></td>
<td>- Shifting of the cargo</td>
</tr>
<tr>
<td></td>
<td>- Leakage</td>
</tr>
<tr>
<td></td>
<td>- Violent heeling caused by rough sea</td>
</tr>
<tr>
<td></td>
<td>- Combination of above factors</td>
</tr>
<tr>
<td></td>
<td>- Reason unknown</td>
</tr>
<tr>
<td></td>
<td>- Other reasons (specify):</td>
</tr>
<tr>
<td>128</td>
<td>Where was the cargo taken on board?</td>
</tr>
<tr>
<td></td>
<td>- Did the loading take place under the supervision of a local authority or other institutions?</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>129</td>
<td>Were all holds/tanks in use fully loaded?</td>
</tr>
<tr>
<td>130</td>
<td>How was the cargo in the holds/on deck secured against shifting?</td>
</tr>
<tr>
<td>131</td>
<td>Had the ship carried the same type of cargo before?</td>
</tr>
<tr>
<td>132</td>
<td>Have any modifications or changes been made to the ship since the last periodical survey, which would affect stability?</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>133</td>
<td>Was the ship equipped with approved stability calculations?</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>134</td>
<td>Were stability calculations carried out for the loading condition of the ship upon departure from the last port?</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>135</td>
<td>Was the stability satisfactory?</td>
</tr>
<tr>
<td></td>
<td>- State roughly the rolling period (time in seconds):</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>136</td>
<td>What was done to find the reason for the list (inspections, soundings etc.)?</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>137</td>
<td>State, if possible, the reason for increasing list.</td>
</tr>
<tr>
<td>138</td>
<td>What measures were taken to reduce heeling or to right the ship?</td>
</tr>
<tr>
<td>139</td>
<td>How did the heeling occur?</td>
</tr>
<tr>
<td></td>
<td>- Suddenly</td>
</tr>
<tr>
<td></td>
<td>- Gradually increasing list</td>
</tr>
<tr>
<td>140</td>
<td>If the capsizing occurred due to gradually increasing listing, when was it ascertained that the situation was critical?</td>
</tr>
<tr>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td>- No</td>
</tr>
<tr>
<td>141</td>
<td>State, if possible, the reason for the capsizing.</td>
</tr>
</tbody>
</table>
### E. To be filled in if the casualty was/caused leakage

- **Type of leakage:**
  - Internal (in bulkhead, tanktop etc.)
  - External (in ship's side, bottom, deck, hatch etc.)

- **Where did it occur?**
- **How was it discovered?**
- **Who discovered it?**
- **When was it discovered?**

- **What measures were taken to stop/reduce the leakage?**

- **If possible, state the extent of the leakage in the form of quantity leaked in/leaked out, or in another manner:**

- **What were the consequences of the leakage?**

- **If possible, state the cause of the leakage:**

### F. To be filled in if the casualty was/caused engine breakdown

- **What was the damage (description of the damage)?**

- **In which component or system did the damage occur?**

- **Technical data for the component or system where the damage occurred**
  - Fabrication, type, brand, age etc.:

- **When was the component/system last surveyed, inspected or in another way controlled?**
  - (State by whom)

- **How was the damage discovered?**
  - By whom?
  - When?

- **Was the engine room manned when the damage occurred?**
  - Yes
  - No

  - Who was, or who had last been in the engine room before the damage occurred?

- **Give, as far as possible, a chronological description of the course of events:**

- **What measures were taken to limit the consequences of the damage?**

- **If possible, state the cause of the breakdown/damage**
  - Lack of maintenance routines
  - Defects/error monitoring instruments or warning instruments
  - That fixed maintenance routines were not followed
  - Other monitoring failure
### G. To be filled in if the casualty/incident comprised or caused pollution

<table>
<thead>
<tr>
<th>Type of pollution (technical specification and characteristics of the substance(s) of the pollution)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collision</td>
</tr>
<tr>
<td>Grounding</td>
</tr>
</tbody>
</table>

#### Did the pollution occur in connection with:

- Collision
- Loading/discharging
- Bunkering
- Shifting of cargo or bunker
- Cleaning of tanks
- Emptying in open sea
- Grounding
- Capsizing
- Leakage
- Detect equipment
- Other reasons

#### Did the discharge have any connection with wrong operation of equipment on board?

- Yes
- No

#### Did the discharge have any connection with wrong operation of equipment on board?

- Collision
- Loading/discharging
- Bunkering
- Shifting of cargo or bunker
- Cleaning of tanks
- Emptying in open sea
- Grounding
- Capsizing
- Leakage
- Detect equipment
- Other reasons

---

### H. To be filled in if the casualty was/ caused serious injury to persons/poisoning/death

#### Struck category of personnel:

<table>
<thead>
<tr>
<th>NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>INJURED</td>
</tr>
</tbody>
</table>

- Member of crew
- Passenger
- Others who followed with the ship

#### Was the casualty/damage a direct consequence of another event?

- Yes
- No

#### Did the casualty occur in connection with evacuation of the ship?

- Yes
- No

---

### INJURY TO PERSONS/POISONING/DEATH

<table>
<thead>
<tr>
<th>Who gave the order to do the work?</th>
<th>Who was in charge of the work?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did safety/protection regulations exist for the work in question?</td>
<td>Were these regulations followed?</td>
</tr>
<tr>
<td>Were the safety/protection regulations satisfactory?</td>
<td>Had the working conditions been discussed in the safety/environment committee?</td>
</tr>
</tbody>
</table>

---

CONTINUED ON PAGE 13
If the casualty occurred in or in the vicinity of a tank/closed room, state the cargo/content in these at the time of the casualty.

Earlier cargo/content:

Describe clearing/airing and method of freeing of gas and state time spent on this work:

Were gas measurements conducted to control the presence/quantity of:

- Poisonous gases
- Inflamable gases
- Oxygen

Gas measurements: [ ] Before the casualty, [ ] After the casualty, [ ] By whom?

Manufacture and type of measuring instrument:

Date last adjusted:

Was personal protective equipment used?

- [ ] Yes
- [ ] No

Describe the protective equipment used, and deficiencies, if any:

Can the casualty/damage be put down to deficiencies in the ship's construction, arrangement or equipment?

- [ ] Yes
- [ ] No

If yes, describe in more detail:

Did the physical or mental condition of the injured person contribute to a more serious casualty or more serious consequences of the casualty (alcohol, depression, etc.)?

- [ ] Yes
- [ ] No

In the case of death due to illness or poisoning, state when the person in question was last examined by a doctor:

Was there anything noticeable about the injured/dead person's state of health prior to the injury/death?

When and how was it first discovered that the person in question was ill/injured/poisoned/dead?

If poisoning, what substance caused the poisoning?

- [ ] Substance carried as cargo
- [ ] Used for maintenance
- [ ] Obtained for special purpose
- [ ] Original/purpose unknown

How did the person in question come in contact with the substance?

How was the substance stored on board?

Who was responsible for storing the substance on board?

Was the injured/dead person aware of the risk involved when using the substance?

- [ ] Yes
- [ ] No
- [ ] Unknown

Was the packaging labelled?

- [ ] Yes
- [ ] No

How was it labelled?

Give an ordered description of the course of events connected with injury/poisoning/death, including treatment, medical advice, rescue operations etc.
### I. To be filled in if the vessel had to be abandoned/evacuated

- **What kind of life-saving appliances did the vessel have? (Type, number, capacity)**

- **Which were used during the life-saving operation/evacuation?**

- **Why were these life-saving/evacuation appliances chosen?**

- **Were the crew sufficiently acquainted with the life-saving/evacuation appliances and the use of these?**

- **Did the life-saving/evacuation appliances function as intended?**

- **What were the consequences of the failure?**

- **Were any distress signals given?**
  - **If yes, which?**
  - **By radio:**
    - [ ] SOS
    - [ ] MAY DAY
    - [ ] Pyrotechnical
    - [ ] Sound
    - [ ] Others:
  - [ ] YES
  - [ ] NO

- **Was the emergency transmitter activated?**
  - **State type:**
  - **Was emergency communication equipment used?**
  - **Was contact established?**
  - [ ] YES
  - [ ] NO

- **How long was the stay in the life-saving appliance?**

- **Who discovered the life-saving appliance?**

- **In what position was the ship abandoned/sunk?**

- **Can the ship be salvaged?**
  - **Is the wreck a danger to maritime traffic?**
    - [ ] YES
    - [ ] NO
    - [ ] Unknown

- **Are these substances on board which may cause pollution?**
  - [ ] YES
  - [ ] NO

- **If so, state the type and quantity:**

### J. To be filled in for casualties/damage of a type not specified above

- **What constituted the casualty/damage?**

- **What do you think was the cause of the casualty/damage?**

- **Give a chronological description of the course of events:**
K. This page is to be used for sketches to illustrate collisions, or for other additional information for which no space is provided under the casualty in question. Refer in the event to this page.

<p>| | | | | | | | | | | |</p>
<table>
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</tr>
</thead>
</table>

**ADDITIONAL INFORMATION**

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</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

In addition to section A, the following sections have been filled in (mark with a cross):

<table>
<thead>
<tr>
<th></th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
</table>

Has an inquiry been held before a non-norwegian authority? (Section 315 of the Maritime Act)

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

State before what authority the inquiry was held:

A copy of the inquiry report has been sent to:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Place Date Master/Owner
2) British Shipping Law 1976, by Michael Thomas.
5) Carriage of Goods By Sea, by Pyne and Ivamy's.
6) Guide Lines For Maritime Legislation, by the Economic and Social Commission for Asia and the Pacific UN.
7) IMO A321 (ix), and A390 (x) Resolutions.
8) International Maritime Law, (Basic Principles), by Professor Edgard Gold.
11) PMAC Act No. 47 of 1976.
12) STCW 1978.
13) Status of Multilateral Conventions And Instruments, by IMO 1986.
14) Shipping Law, by chorley and Giles.
15) Shipping Law, by Robert Grime.
18) UK Marine Insurance Act 1906.
19) UN Condition on Registration of Ships 1986.
20) Yemen Maritime Act of February 8, 1976.