

Bremen, were to be definitely adopted in the fifth conference held at Antwerp.

Though interesting discussions on very important questions were had at the fifth conference at Antwerp, it cannot be denied that the main interest of those present was centered on the subject of General Average, and before the meeting had fairly opened, considerable feeling was created on the subject of the York Rules. Indeed it became evident that those had undergone very careful and sometimes not over friendly scrutiny, and that some, at least, of those present entered upon their examination with a predisposition harshly to criticize, if not absolutely to condemn them. The three able representatives of the Lloyds of London laid before the committee a letter from their principals, an extract from which it may be of interest to quote:

"There is a strong feeling in this committee that the differences which exist in various countries upon the subject would be best met by abolishing general average altogether. Possibly this cannot now be done, and if so, the committee consider that, so far as English practice is concerned, any difference would be met by curtailing, not by enlarging, the English rules. The sacrifice of a part to avoid an impending peril was the foundation of general average, and was the very essence of any claim. This ingredient should still form the basis of any claim, and without this basis the new element of common benefit should not be allowed to have any place. From the fact that the York Rules are to be adopted as a basis of discussion, it is clear that no return to first principles can be expected from the Antwerp meeting, for, in the opinion of the committee, these rules extend considerably, both in principle and in amount, the area in which general average may be recovered, and the attempt to establish uniformity is carried out solely by introducing into the Law of England cases of general average which are allowed abroad, but not in England, and which the committee consider most objectionable."

It soon appeared that the Lloyds' representatives were entirely alone in the view they had thus expressed, and the sentiment of all present—shipowners, insurers, adjusters and jurists—was earnest, as well as unanimous, that the prosecution of so important a matter should not be abandoned.

One of the greatest, if not the chief obstacle in the way of arriving at harmony of action in all matters of this kind is traceable to the national prejudice and feeling of members. This was illustrated at Antwerp, by the action of the committee named by the German branch of the Association, which committee made a full report on general average. This report used the following language:

"It has become evident that a proposition only to pronounce a series of general principles which were to form a basis for an International Law has no chance of being accepted by the General Average Committee, and that the choice of such a basis will only lie between the German Law and the York Rules. That the German Code of Commercial Law, which covers the subject of general average in its whole extent, will be a better basis than the Rules, which only enter upon certain particular points. The committee must, therefore, in the first place, adopt the German Code as a basis."

It was decided at the opening of the meeting, that the York Rules would be taken as a basis for the discussion of the committee. The Lloyd representatives alone dissented, and the chief arguments used by them against the York Rules as a whole were somewhat as follows:

"General average, they said, has simply become a heavy burden that interfered with the general operations of commerce. The system was introduced prior to the use of steam navigation, and however useful it may have been in former days, there was no reasonable ground for continuing its practice; while the frequent abuse made of it was an additional reason for rejecting it. Many cases of jettison were simply the result of overloading the ship. This same cause also contributed largely to cases of standing, both of which would probably be much less frequent, were it not for the compensation found in general average. At the present day, all those interested in navigation insured their property and their interest. Practically, therefore, the only parties in interest are the underwriters. It was very obvious that, as far as they were concerned it was cheaper to pay any given loss than to pay an equivalent amount with the expenses superadded, which were the result of the general average system. The system was bad, therefore, in a commercial point of view, and equally bad in a moral point of view, for it created a tendency to speculate upon sea perils by turning them into cases of General Average."

It is unfortunate that the discussions that accompanied the passage of the various rules cannot be reproduced; the illustrations given, the examples adduced, and the cases cited would have constituted a valuable record in the future, if the Rules are ever to be commented upon by courts of law or by parties interested in deciding questions of general average.

The following rules, known as the York-Antwerp Rules of General Average, were finally adopted without dissent by the fifth conference of the Association for the Reform and Codification of the Laws of Nations:

Rule 1. No jettison of deck cargo shall be made good as general average. Every structure not built in with the frame of the vessel shall be considered to be a part of the deck of the vessel.

Rule 2. Damage done to goods or merchandise by water which unavoidably goes down a ship's hatches opened, or other opening made for the purpose of making a jettison, shall be made good as general average, in case the loss by jettison is so made good. Damage done by breakage and chafing, or otherwise from derangements of stowage consequent upon a jettison, shall be made good as general average in case the loss by jettison is so made good.

Rule 3. Damage done to ship and cargo, or either of them, by water or otherwise, in extinguishing a fire on board the ship, shall be general average; except that no compensation be made for damage done by water to packages which have been on fire.

Rule 4. Loss or damage caused by cutting away the wreck or remains of spars, or of other things which have previously been carried away by sea-peril, shall not be made good as general average.

Rule 5. When a ship is intentionally run on shore because she is sinking or driving on shore or rocks, no damage caused to the ship, the cargo and the freight, or any or either of them, by such intentional running on shore, shall be made good as general average.

Rule 6. Damage occasioned to a ship or cargo by carrying a press of sail shall not be made good as general average.

Rule 7. When a ship shall have entered a port of refuge under such circumstances that the expenses of entering the port are admissible as general average, and when she shall have sailed thence with her original cargo or part of it, the corresponding expenses of leaving such port shall likewise be admitted as general average, and, whenever the cost of discharging cargo at such port is admissible as general average, the cost of reloading and stowing such cargo on board the said ship, together with all storage charges on such cargo, shall likewise be so admitted.

Rule 8. When a ship shall have entered a port of refuge under the circumstances defined in Rule 7, the wages and cost of maintenance of the master and marines, from the time of entering such port until the ship shall have been made ready to proceed upon her voyage, shall be made good as general average.

Rule 9. Damage done to cargo by discharging it at a port of refuge shall not be admissible as general average in case such cargo shall have been discharged at the place and in the manner customary at that port with ships not in distress.

Rule 10. The contribution to a general average shall be made upon the actual values of the property at the termination of the adventure, to which shall be added the amount made good as general average for property sacrificed, deduction being made from the shipowner's freight and passage-money at risk, of such port charges and crew's wages as would not have been incurred had the ship and cargo been totally lost at the date of the general average act or sacrifice; deduction being also made from the value of the property of all charges incurred in respect thereof subsequently to the arising of the claim to general average.

Rule 11. In every case in which a sacrifice of cargo is made good as general average, the loss of freight (if any) which is caused by such loss of cargo shall likewise be so made good.

Rule 12. The value to be allowed for goods sacrificed shall be that value which the owner would have received if such goods had not been sacrificed.

WORDS OF WISDOM.

The parting speech of our popular Governor General on the occasion of his opening the Exhibition at Toronto, on the 24th instant, seems to have elicited from a mixed audience at a period of unusual political excitement expressions of universal admiration. It is wholly out of our