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BOOK REVIEW

MARITIME LAW

Authors: **Borislav Ivošević** and **Časlav Pejović**

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The book written by Borislav Ivošević, a Professor Emeritus, and Časlav Pejović, a University Professor at the Faculty of Law, Kyushu University in Japan, is a comparative study of maritime law with reference to other areas of law and the European Union regulations. In separate chapters, the authors dealt with the following areas – ship and navigation (the concept of a ship, registration and register book of ships, seaworthiness, property rights, liens, maritime liens, mortgages and parties involved in navigation activities, procedure of stopping the ship and execution on board); contracts, transport documents and contractual liability; contracts on operation of the ship, contracts of carriage; liability for cargo under the Hague-Visby Rules and limitation of carriers' liability, carriers' liability, liability of carriers for persons involved in business operations, liability of carriers for delay, compensation for damage to goods taken for transport, regulation of liability for transport of cargo according to the Hamburg Rules and the Rotterdam Rules and the regulation of liability for cargo in Yugoslav law and the law of the newly formed states, and transport documents in maritime navigation); charter party (voyage charter, time charter; lease contract; passenger transportation contract; towing contract; contract on maritime agency services, maritime sale; maritime accident, non-contractual liability and general liability limitation system; maritime averages, general averages and international rules on general averages; collisions; rescue at sea; recovery of sunken objects; non-contractual liability in maritime law, legal regulation of liability for pollution of the sea and the marine environment; legal limitation of liability in maritime affairs; maritime insurance (maritime insurance contract, insurance policy and other documents, elements of maritime insurance contracts, ship insurance, insurance of goods, shipbuilding risks insurance, war and political risk insurance and liability insurance).

In the introductory part, the authors paid great attention to the maritime law as a whole, laying the foundation for the study of the maritime law. Maritime law is separate from the law of the sea (the International Public Maritime Law). The law of the sea cannot be circumvented, as it must be taken into account that

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it regulates the legal status of maritime areas and the right to their use. The 1982 United Nations Convention regulates the law of the sea. It was necessary to point out the relation between the maritime law and some other areas of law. In this part, the authors point out the importance of maritime comparative law, maritime property law, maritime labour law and maritime procedural law, as well as the relation to the law on inland navigation.

The reason for the separation of the maritime law, as a special area of law, is explained by its characteristics that make it special and specific. The universality and autonomy of the maritime law are emphasized. The ship itself is in many ways different from other objects on land. Of all inanimate objects, the ship is the most alive. A person who sustained damage in connection with a ship may exercise his/her right to compensation by bringing an action against a shipowner, bringing an action in personam or bringing an action in rem. In this regard, the authors point out that the claimant can exercise his/her right by forcibly stopping a ship. The International Convention for the Stopping of Ships stipulates cases where stopping is permitted (e.g. for damage caused by a collision of ships).

For persons dealing with the theory of maritime law and for persons applying maritime law in business operations, the section of the book referring to contracts of carriage of cargo (goods) and contractual liability is important. Misunderstandings and disputes arise in this area. Namely, there are two types of contracts: a contract of carriage of goods and a contract of sale of goods. The rights and obligations of the two contracts are different. It is widely believed that most litigations and arbitration disputes arose in connection with the interpretation of voyage charter contracts, despite the fact that standard contracts were used. The authors could not bypass the contracts of carriage of the break bulk cargo and unit goods. It was also important to thoroughly cover transport documents and point out the dangers for the contracting parties.

The authors also pointed out the possibility of insuring general and particular averages. The sea is not a natural environment for a human being. There are dangers at sea that are not inherent in the land. The authors then point to the convention regulating the liability of ships and shipowners, envisaging that their liability is subjective and that the dangers of a marine adventure are great. The institute of limited liability of ships and shipowners was adopted, which was stipulated by an international convention. A shipowner has no right to limit his liability if he caused the damage through his own fault.

According to the authors, maritime averages are characteristic of maritime law. They include all damages that may be sustained by the participants in the marine adventure. They can be general and particular (individual) averages. The salvor of the ship acquires the right to a salvage award, which is regulated by an international convention. At the same time, salvaging the ship and cargo is a general average. General average is regulated by international rules, most often the York-Antwerp Rules. These rules stipulate that the salvage award and salvage costs are recognized as a general average, due to which they should be paid by the owners of the ship and cargo.

The authors also paid attention to the characteristics of maritime insurance and its importance, sources of law, maritime insurance market, insurance contract, insurance policy, insured claims and their categories, standard insurance terms and conditions, claims settlement, ship insurance, insurance of goods, freight insurance and mutual insurance, which is conducted through mutual insurance associations, known as Protection and Indemnity Clubs (P&I Clubs). Insurance clubs cover the liability of the ship and the shipowner. A party that sustained damage that can be attributed to the ship, according to the general conditions of an insurance club, is not entitled to compensation directly from the club. In that case, the liability is the subject matter of insurance and it is not a liability insurance.

The bibliography in the book is extensive, detailed and comprehensive.

The authors managed to show us the entire maritime law on nine hundred pages. Exceptional scientific and professional contribution to future development of maritime law.

Translated by: Jelena Rajković