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THE CARGO CARRIER'S LIABILITY IN NATIONAL MARITIME LAWS – A COMPARATIVE REVIEW

Abstract

The aim of the article is to compare selected national maritime laws, in the area of the cargo carrier's liability. The author has analyzed the liability regime in the several most important parts of this regime. The connection between the national maritime regulations and the international maritime conventions regulating the carrier's liability is an important issue. The reason is that the national provisions are often constructed following the example of the international conventions. However, national regulations usually have their legal solutions. This is the reason why the liability regimes which apply to maritime cargo carriers have a lot of differences, even if they have been enacted by states which are parties to the same maritime conventions. In this article, the author attempts to analyze which maritime conventions have had the most significant influence in each maritime law and also to compare each regulation in the selected parts of the liability regime.

Keywords

Carrier's liability – cargo – maritime law – national law

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Introduction

The maritime transport of goods is a very significant part of transportation and it plays an important role in world trade. For this reason, the provisions of the maritime carrier's liability for its cargo are of huge importance. The international conventions, which regulate the carrier's liability in international transport, are crucial in this area. However, there are also national legal solutions, especially in the maritime laws of states, which are very significant. The aim of the article is to compare selected national maritime laws in the area of their provisions referring to the maritime carrier's liability.

It has to be emphasized that in the limited area of the article it is not possible to conduct a comprehensive analysis of all of the maritime laws mentioned above. The most important matters described in the article refer to the areas of the carrier's liability, such as the period of liability or the basic scope of liability. An important issue raised in the article would also be an answer to the question of which conventions had inspired the creators of each maritime regulation in each of the analyzed national acts.

II. The Connection Betwenn the National Maritime Laws and International Maritime Regulations

Before the analysis of each of the selected carrier's liability regimes, one important issue should be emphasized. The national maritime regulations are not usually created by each state in isolation from the international maritime regulations. Many of the national maritime regulations are created in a quite similar way to international law or at least they are inspired by international regulations and conventions such as the Hague-Visby Rules[2] (further also referred to as the HRV), or the Hamburg

[2] The international convention on the unification of certain rules concerning bills of lading signed in Brussels on 25.8.1924 (Journal of Laws 1937, No. 33 item 258), known as the Hague Rules; while the Hague-Visby Rules refer to the Convention mentioned here with the modifications introduced by the following additional protocols:

Rules[3] (further also referred to as the HR). Some of the national regulations are also called "the hybrid regulations" or "hybrid carriage regimes" because they aggregate solutions from more than one international convention[4].

The differences between the international regulations in the area of the maritime carrier's liability regime are often the cause of the differences between the carrier's liability regimes in the national maritime regulations. One of the most important examples is the exemptions of the carrier's liability in both conventions. RHV contains very casuistic provisions in this area, which refer to such situations as the unseaworthiness of a ship, nautical fault, fire, perils, dangers, or accidents at sea, acts of God, war, or public enemies, quarantine restrictions, acts or omissions of the shipper (or owner of the goods, their agents or representatives), strikes, lockouts, riots, saving lives and property at sea, and/or insufficiency of packing or other causes arising without the fault or neglect of the carrier, his agents, or servants. The Hamburg Rules, however, are constructed differently as a convention. It is often said that the provisions of the Hague-Visby Rules are outdated, especially such provisions as the exemption of the nautical fault[5]. The creators of the Hamburg Rules had been attempting to construct provisions that would be more modern and would correspond to the current reality of maritime transport. For this reason, the maritime carrier's liability regime in the Hamburg Rules is constructed in a different way. The exemptions of the liability, for example, are not so casuistic as in the HRV. According to Article 5 of the Hamburg Rules, the carrier is liable unless he proves that he, his servants, or agents took all measures that could reasonably have been required to avoid the occurrence and its consequences. Additionally, the HR contains some specific exemptions

– the Brussels Protocol of 1968 (Journal of Laws of 1980, No. 14 item 48)

– the Brussels Protocol of 1979 (Journal of Laws of 1986, No. 9 item 26).

[3] The United Nations Convention on the Carriage of Goods by Sea, adopted on 30.3.1978 in accordance with the Resolution 31/100 adopted by the General Assembly on 15.12.1976.

[4] P. Myburgh, „Uniformity or unilateralism in the law of carriage of goods by sea?", *Victoria University of Wellington Law Review*, 2000, issue 31, p. 357.

[5] Ph. Leau, „Dead in the Water: The Nautical Fault Exemption of the Hague-Visby Rules", *Singapore Law Review* 2015/2016, vol. 7, p. 2.

from the carrier's liability. However, there are only several provisions in this area, such as those referring to fire or live animals, for example, and they do not contain provisions similar to the aforementioned liability exemption of the nautical fault. It has to be emphasized, that according to article 1 (c) of the HRV, the scope of application of this convention does not include the carriage of live animals at all. It is also very important that according to article 1 (b) the scope of HVR's application is in general limited to the contracts of carriage covered by a bill of lading or any similar document of title. For this reason, further analysis also includes comments referring to the connection between each national maritime carrier's liability regime and international law.

II. Poland

The basic normative act in Poland, which regulates the maritime carrier's liability regime, is the Polish Maritime Code[6] (further also the PMC). The most important provisions in this area include Article 165 and the following provisions. A comparison of the Polish regulation and international acts leads to the conclusion that the carrier's liability regulation in the PMC has been created on the pattern of the carrier's liability regime regulated in the Hague-Visby Rules and its Anglo-Saxon traditions[7]. The scope of liability is regulated very similarly. The exemptions of liability are rather analogous to the Hague-Visby Rules. Both of the regulations contain exemptions of liability referring to the nautical fault, fire, perils, dangers, or accidents of the sea, acts of God, war, or public enemies, quarantine restrictions, acts or omissions of the shipper, or owner of the goods, their agents or representatives, strikes, lockouts, riots, saving lives and property at sea, insufficiency of packing or other causes arising without the fault or neglect of the carrier, his agents or servants. Poland is a party to the Hague-Visby Rules.

However, the solution to the period of the carrier's liability looks different in both these legal acts. According to the HVR, the carrier

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[6] Actually the Act of 18.9.2001, the Maritime Code (Journal of Laws of 2001, No 138, item 1545 as amended).

[7] D. Pyć, I. Zużewicz-Wiewiórska, *Kodeks morski. Komentarz,* LEX 2012.

is liable for loss from the time the goods are loaded onto the ship till they are unloaded. For this reason, this solution is often named as the "*tackle-to-tackle*" formula. The name of this solution has been opposed to the "*port-to-port*" formula in the Hamburg Rules, and the "*door-to-door*" formula, e.g. in the Rotterdam Rules (further also referred to as the RR)[8]. In the PMC, however, the carrier is liable for the loss from the time the goods are accepted for transport until they are delivered to the recipient. Although the HRV had a strong influence on the Polish regulations, the Polish Code is not a copy of the solutions included in the Hague-Visby Rules.

Additionally, it is worth mentioning that amendments to the Polish regulation have been proposed which aim at adjusting the provisions of the PMC to the new maritime convention – the aforementioned Rotterdam Rules – in case of its ratification[9]. However, the RR has not been ratified by Poland and the amendments proposed ultimately have not been enacted to this day.

III. Germany

The German Commercial Code, known as the *Handelsgesetzbuch*[10], is the main normative act to be considered in the area of maritime carrier's liability in Germany. More precisely, it is the fifth part of the HGB referring to the maritime trade (*Seehandel*) that is important in this area. It is worth mentioning that historically this normative act had also significance in Poland because before World War II HGB was one of the normative acts binding on the territory of the Republic of Poland.

HGB's provisions referring to *Seehandel* have been amended in recent years. In particular, important amendments were enacted in 2013. In that

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[8] United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea, enacted in the Resolution adopted by the General Assembly on 11 December 2008 [on the report of the Sixth Committee (A/63/438)]

[9] P. Ciok, „The carrier's liability for damage to cargo in multimodal transport with special focus on the Rotterdam Rules", in *Studia Iuridica Toruniensia* 2016, vol. XIX, p. 45–47

[10] *Handelsgesetzbuch (HGB) vom 10. Mai 1897 (RGBl S. 219), zuletzt geändert durch Art. 2 des Gesetzes zur Beschleunigung fälliger Zahlungen vom 30. März 2000 (BGBl. I S. 330).*

year, amendments were introduced to the provisions referring *inter alia* to the sea carrier's liability in such areas as the exemptions of carrier's liability (e.g. exemption of the nautical fault [that was repealed] or the unseaworthiness of the ship) and to the limit of the carrier's liability. The new concept of "performing carrier"[11] was also introduced.

The aforementioned amendments to the HGB introduced some important changes in comparison to the Hague-Visby Rules. The catalogue of the exemptions of liability looks rather similar to the Hague-Visby Rules, but it is not the same. For example, as was said earlier, the current HGB provisions do not contain a liability exemption of the nautical fault, which is a characteristic HVR regulation. However, these exemptions of liability are only additional and occur under special circumstances. The HGB says that the carrier does not have to prove that each circumstance took place. The carrier only has to make a plausible assertion that such circumstances could have been a cause of damage. This becomes the base of the presumption that the circumstance was a real cause of the damage.

The basic rule, however, is that the carrier is liable for the loss of cargo from the takeover for transportation until the delivery of the goods. According to § 498 of HGB, the carrier is released from liability insofar as the loss or damage is due to circumstances that could not have been averted with ordinary care. There is also reference to the unseaworthiness of the ship. This circumstance could release the carrier from liability if he only proves that the lack of seaworthiness or cargo handling could not be discovered with the care of a proper carrier until the start of the trip. The provisions referring to the limit of liability look much more similar to the HVR. There has been an idea that the HGB's amendments should introduce provisions more similar to the Rotterdam Rules, but, finally, this concept did not gain enough support[12].

The aforementioned regulation contained in the HGB is a very interesting legal solution. It has to be said that it is also a kind of "hybrid" regulation, but in a different way. The other examples of hybrid

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[11] G. Walker, R. Wilkins, *Germany Enacts A New Maritime Statute,* available at: https://www.mondaq.com/germany/marine-shipping/282742/germany-enacts-a-new-maritime-statute [last accessed 22.6.2020].

[12] B. Czerwenka, „Das Gesetz zur Reform des Seehandelsrechts. Einleitung, Erläuterung, Synopsen", *Bundesanzeiger Verlag*, Berlin 2013, p. 128.

regulations, such as the Chinese regulations, for example, are more often a combination of the regulations contained in the HVR and the Hamburg Rules. The HGB's regulation looks as if the German legislator wanted to create provisions of the maritime carrier's liability based on the pattern of the carrier's liability used in the CMR Convention or the COTIF-CIM Convention, which has also been used, for example, in the regulation of the road carrier's liability in the German national law. This makes the German maritime carrier's liability regulation rather characteristic when compared to other national maritime laws.

IV. Norway

One of the most important normative acts in Norwegian maritime law is the Maritime Code 1994[13] (further also referred to as the NMC). This statute contains rather complex regulations referring to the law of the sea, and maritime law, including also the maritime carrier's liability. Norway is a party to the Hague-Visby Rules.

The period of the carrier's liability is regulated similarly to the Hamburg Rules. According to section 274, the carrier is responsible for the goods while they are in his or her custody at the port of loading, during the carriage, and at the port of discharge. We can say then, that the Norwegian carrier's liability regime is based on the „*port-to-port*" formula.

The provisions referring to the scope of the carrier's liability are not the same as in the HR. The basic rule is similar. According to section 275, the carrier is responsible for the loss on goods lost or damaged while in his custody unless he shows that the loss was not due to his personal fault or neglect or that of anyone for whom he is responsible. This means that the carrier is obliged to take the appropriate standard of care with the transport of goods. It does not mean, that it has to be the highest standard of care. Perfection cannot be demanded of the carrier. However, the standard of care should be evaluated according to the circumstances, especially the type of cargo. For example, if the carrier is obliged to

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[13] The Norwegian Maritime Code (Act No. 39 of 1994 as amended) — Lov om sjøfarten. [Sjøloven – sjøl. <norw.>].

transport a petroleum product he has to have or to acquire the necessary knowledge about the proper transport of such goods[14].

However, there are differences between the exemptions of the carrier's liability in the Hamburg Rules and the Norwegian Maritime Code. One of the most important is the liability exemption of the nautical fault. As was mentioned earlier it is said that this exemption of liability is outdated these days. The Norwegian Maritime Code contains exemptions of the carrier's liability similar to those of the Hamburg Rules, such as exemptions referring to fire, live animals, but the Norwegian Maritime Code also includes the exemption of the nautical fault. This means that the Norwegian Maritime Code is also a „hybrid regulation", with a mixture of the legal solutions from the Hague-Visby Rules, and the Hamburg Rules.

Even more interesting is the regulation of the carrier's limit of liability. According to the NMC, the carrier's liability shall not exceed 667 SDR for each package or other unit of the goods or 2 SDR for each kilogram of the gross weight of the goods lost, damaged, or delayed. The limit of liability which results in the highest liability shall be applied. This regulation is similar to the HVR's provisions. However, the NMC stipulates also, that in contracts for carriage by sea in domestic trade in Norway, the liability of the carrier is limited to 17 SDR for each kilogram of the gross weight of the goods lost or damaged. The liability for delay shall not exceed the full freight according to the contract of carriage. The limitation of liability to 17 SDR for each kg of the gross weight is not characteristic of the international maritime conventions. This way of calculating the limit looks similar rather to the regulation contained in the COTIF-CIM convention[15], i.e. convention which regulates the railway carrier's liability in international carriage.

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[14] Th. Falkanger, H.J. Bull, L. Brautaset, *Scandinavian Maritime Law. The Norwegian Perspective. 4th edition,* Universitetsforlaget, Oslo 2017, p. 350.

[15] COTIF 1999 Convention concerning International Carriage by Rail of 9.5.1980, appendix B (CIM).

V. China

The Chinese Maritime Code[16] (further also the ChMC) is one of the good examples of the aforementioned "hybrid" regulation. This means that the ChMC is constructed as a mixture of the solutions which could be found in conventions like the Hague-Visby Rules or the Hamburg Rules, but not only those. For example, the regulation of the carrier's liability period in the Chinese Code based on the *door-to-door* formula, which was stipulated by the creators of the Rotterdam Rules, does not exist either in the Hague-Visby Rules or the Hamburg Rules[17]. It has to be emphasized that China is not a signatory to any of the following acts, such as the Hague Rules, Hague-Visby Rules, Hamburg Rules, or even Rotterdam Rules[18].

However, the basic scope of liability has been regulated in a rather traditional way for the HVR. In article 51, the Chinese Maritime Code stipulates the circumstances under which the carrier is not liable for the loss of or damage to goods during the period of the carrier's liability. The exemptions of liability are not identical to those included in the Hague-Visby Rules, but they have been constructed in a quite similar way. In particular, it worth emphasizing that the Chinese regulation contains such solutions as liability exemption of the nautical fault, for example. This exemption of liability, which is one of the most characteristic differences between the HVR and HR, is also applied in the content of the Chinese Maritime Code[19]. The other exemptions contained in this provision

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[16] The Maritime Code of the People's Republic of China -中华人民共和国海商法 [现行有效]【法宝引证码】(adopted at the 28th Meeting of the Standing Committee of the Seventh National People's Congress on 7.11.1992, promulgated by Order no. 64 of the President of the People's Congress on 7.11.1992 and effective as of 1.7.1993).

[17] P. Ciok, „Regulation of the multimodal carrier's liability regime with a special Focus of selected national maritime and transport laws", in Z. Pepłowska-Dąbrowska, J. Nawrot (eds.), *Codification of maritime law. Challenges, possibilities and experience,* Oxon 2020, p. 163.

[18] N. Yuan, H. Fan, *China: Shipping Laws and Regulations 2020,* Beijing Zhonglun W&D Law Firm, Beijing 2020, https://iclg.com/practice-areas/shipping-laws-and-regulations/china [last accessed: 28.9.2020]

[19] M. Song, „Crew negligence and 'civil' liabilities in carriage by sea", in J. Hjalmarsson,

also prove that the influence of the HVR was really important in this area. However, another provision of the Chinese Codes proves that the solutions of the Hague-Visby Rules and the Hamburg Rules have been mixed. For example, it is shown in Article 52. This provision contains an exemption of the liability which refers to living animals.

It should be emphasized that the ChMC's provisions in the area of the limitation of carrier's liability also look similar to the Hague-Visby Rules. Provisions contained in both the normative acts contain the basic rule limiting the liability to the amount equivalent to 666.67 Units of Account per package or other shipping unit or 2 Units of Account per kilogramme of the gross weight of the goods lost or damaged, whichever is the higher. It is analogous to the provision included in the Hague-Visby Rules and it is also similar to the provisions of the English maritime law[20].

Based on the aforementioned regulations, it is easy to observe the approach of the Chinese Maritime Code authors, who used those solutions which best corresponded to their vision, and compiled them into a single normative act.

VI. United States of America

In the United States of America, the Carriage of Goods by Sea Act enacted in 1936[21] (further: US COGSA) is the main normative act applying to the domestic and maritime carrier's liability. This statute is part of the Code of Laws of the United States of America, which is an official compilation and codification of the general and permanent statutes in the USA. The USA is a party to the Hague Rules.

The main rules referring to the maritime carrier's liability seem similar, especially to the Hague-Visby Rules. In the US COGSA, the period of carrier's liability, as well as the exemptions of the liability, are

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J. Zhang (eds.), *Maritime Law in China. Emerging Issues and Future Developments,* Routledge, London and New York 2017, p. 59.

[20] *Ibidem,* p. 63.

[21] Act of 16.4.1936, Ch. 229, 49 Stat. 1207, as amended by Pub. L. 97–31, §12(146), 6.8.1981, 95 Stat. 166.

regulated in a way analogous to the HVR – i.e. from tackle to tackle[22]. In this normative act, one of the basic exemptions is also the exemption of liability for the nautical fault. It is visible in the judiciary too because court decisions are often analogous to similar cases based on the grounds of the US COGSA and the Hague-Visby Rules. The case of *Yawata Iron v. Anthony Shipping*[23] would be a good example here. In this case, a ship carrying steel to Japan sank in the Northern Pacific Ocean. During its voyage, the ship encountered a strong storm, but, in theory, its structure was durable enough to prevent it from sinking. However, it turned out that one of the front hatch covers had been damaged and water started to get inside. In the normal course of action, that damage should not have caused the ship to sink. Eventually, it was assumed that the ship's disaster had been caused by a navigational fault due to a wrong change of the ship's course without taking the direction and strength of the wind into account[24]. In this case, the liability of the carrier was rejected by the court and even if the case had been based on the Hague-Visby Rules the result would probably have been the same[25].

It is worth mentioning that COGSA and the Hague-Visby Rules include slightly different regulations in the area of the limitation of the carrier's liability. According to § 1304 [5], the carrier should not be liable for loss or damage to or in connection with the transportation of goods to an amount exceeding $500 per package in legally binding money in the United States or the equivalent of that sum in other currency. In the case of goods not shipped in packages, that limitation of liability should apply to a customary freight unit. We can see especially that the way of calculating the amount of the limit of liability (especially in terms of

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[22] R. Force, *Admiralty and Maritime Law,* Federal Judicial Center 2004, p. 63.

[23] *Yawata Iron & Steel v. Antony Shipping*, 396 F. Supp. 619, 1975 AMC 1602 (S.D.N.Y. 1975), aff 'd, 538 F.2d 317, 1976 AMC 2685 (2d Cir. 1975).

[24] However, it is pointed out that there are some doubts as to the effectiveness of the carrier's defence due to the fact that storms are common in that region and during that season – R. Force, A. Yiannopoulos, M. Davies, *Admiralty and Maritime Law*, v. 1, Washington 2007, p. 54.

[25] P. Ciok, „Wyłączenia odpowiedzialności przewoźnika morskiego na gruncie reguł hasko-visbijskich oraz reguł hamburskich – studium przypadku", in: *Prawo Morskie* 2019, No XXXVI, p. 110.

the currency) has been regulated differently from in the Hague-Visby Rules. However, the main principle is similar, including the opportunity to modify the limit of liability by the parties of the contract of carriage.

The analysis of the aforementioned provisions of the US COGSA leads to the conclusions that in this case, the Hague-Visby Rules were also the main source of inspiration for the creators of the US COGSA.

VII. Republic of South Africa

The basic normative act in the Republic of South Africa (further also referred to as RSA) which regulates the maritime carrier's liability regime is the Carriage of Goods by Sea Act enacted in 1986[26] (further also referred to as the SA COGSA). It could be said that RSA's legislator introduced a slightly simplified solution. According to the provisions of SA COGSA, the Hague-Visby Rules also apply to domestic maritime carriage between ports in two different states of the Republic. This means that the basic rule binding in the Republic of South Africa is that the domestic maritime carrier is liable for the loss of cargo according to the rules analogous to those binding in the international maritime carriage. The exemption of the carrier's liability or the period of the carrier's liability remains the same as in the HVR.

However, the amendments to the SA COGSA have introduced some changes in this area. For example, the act of 18.7.1997[27] contained amendments referring *inter alia* to the limit of the carrier's liability. That act introduced regulations referring to the calculation of the limit of the carrier's liability with conversion into the South African currency. Nevertheless, it should be emphasized that the Hague-Visby Rules have been introduced directly into South African law[28].

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[26] Carriage of Goods by Sea Act, 1986, Act No. 1, 1986, as amended.

[27] Shipping General Amendment Act No. 23 of 1997, pp. 48–50

[28] H. Staniland, "The new Carriage of Goods by Sea Act in South Africa", in: *Lloyd's Maritime & Commercial LQ,* 1987, 305.

VIII. Turkey

The Turkish regulation relating to the maritime carrier's liability is contained in the Turkish Commercial Code[29] (further also referred to as the TCC). This is a visible difference in comparison to the most of analyzed maritime law systems. Usually, the maritime carrier's liability is regulated by the separate normative act, as for example the US COGSA. Turkey is a party to the Hague Rules Convention and in consequence, there is a visible influence of this convention in the Turkish national maritime law, also in the area of the carrier's liability.

According to article 1178, the carrier is liable for loss on cargo which occurred while the cargo was in the carrier's custody. The period of the custody over the goods and the carrier's liability comprises the period from the moment when the cargo is received from the consignor (or person which acts on behalf of the consignor), until the moment when the cargo is delivered to the consignee or until another moment, which is equivalent to the delivery of the goods to the consignee[30].

We can see then, that the regulation of the period of the carrier's liability is not similar to the Hague-Visby Rules regulation. However, the influence of the HVR is visible in another area.

The basic rule of carrier's liability according to article 1179 of the TCC is that the carrier shall not be liable for damages which have not stemmed from the intention or neglect of himself or his servants. The burden of the proof is on the carrier. However, similar to the HRV seem to be the specific exemptions of the carrier's liability. Especially, it has to be emphasized, that one of the basic provisions in this area is the exemption of the nautical fault. There are also other exemptions of carrier's liability similar to the HVR, like *inter alia* referring to the saving of life or property

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[29] Turkish Commercial Code, Act No. 6102 dated 13.1.2011.— Türk Ticaret Kanunu No. 6102, 13.1.2011.

[30] A. Guzeloglu, T. Kurban, *Turkey: Liability Of Maritime Carriers Under The Turkish Commercial Code,* available at: https://www.mondaq.com/turkey/marine-shipping/668508/liability-of-maritime-carriers-under-the-turkish-commercial-code, [last accessed: 26.6.2020]

at sea, events like war, riots, and civil disturbance, strikes, lock-outs, or insufficient packaging of the goods.

The influence of the HRV in Turkish law is also visible in the area of the limitation of the carrier's liability. According to the Turkish Commercial Code, the carrier's liability is limited to 667,67 units of account (SDR) per package or unit of 2 SDR per kg of the gross weight of the cargo[31].

However, the Turkish regulation may also be classified as a *hybrid regulation*, because the Turkish maritime carrier's liability regulation contains also provisions similar to the Hamburg Rules. For example, the regulation of the carrier's liability for the actual carrier is similar [32].

IX. Australia

Australian maritime law, as a part of a common legal system, has been strongly influenced by English law. For that reason, the impact of the Hague-Visby Rules on Australian law has prevailed. Furthermore, Australia as a state is a party to the Hague-Visby Rules.

The Australian statute called the Carriage of Goods by Sea Act 1991[33] (further also called the COGSA) is an important normative act in this area. It contains rather specific provisions in some areas. This act contains a direct reference to both the maritime conventions, i.e. the Hague-Visby Rules and the Hamburg Rules, also applicable to the maritime domestic carriage, for example between Australian ports. In particular, the HVR applies to sea carriage documents regardless of their form[34]. COGSA contains, however, its own provisions referring to the cargo carrier's liability. The liability for cargo begins when the carrier takes charge of the

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[31] D. Oner, *Turkey: Liability of The Sea Carrier For The Carriage Of Goods Under Turkish Law,* available at: https://www.mondaq.com/turkey/marine-shipping/650412/liability-of-the-sea-carrier-for-the-carriage-of-goods-under-turkish-law [last accessed: 26.6.2020]

[32] K. Atamer, D. Damar, F. Ercin, D. Ozbek, B.C. Bilgin, D.B. Sanli, M. B. Gunay, E. Y. Aras, C. Suzel, K. Y. Samli, *Transport Law in Turkey. Second Edition,* Wolters Kluwer, The Netherlands 2016, p. 167.

[33] Carriage of Goods by Sea Act 1991, No. 160, 1991 as amended.

[34] M. White, *Australian Maritime Law,* Third edition, The Federation Press, Sydney 2014, p. 188.

goods, i.e. when they are delivered to the carrier or its agent or servants within the limits of the port of wharf, and ceases when the goods are delivered to or placed at the disposal of the consignee within the limits of the port of wharf at the intended destination[35].

Exemptions from the carrier's liability are analogous to the scope of the carrier's liability regulated by the HVR, including the aforementioned exemption of the nautical fault. The provisions referring to the limit of carrier's liability have been stipulated in a very similar way, too. However, there is also an interesting regulation referring, for example, to the liability for loss caused by a delay in the carriage of goods. According to the COGSA, the maritime carrier could be released from liability if the delay was excusable and the carrier (or his servants or agents) took all the measures that were reasonably required to avoid the delay and its consequences.

Based on the aforementioned regulations, it could be said that the Australian COGSA is a normative act with a rather specific construction, but with the prevailing impact of the Hague-Visby Rules.

Conclusions

This analysis of the selected maritime laws shows that the Hague-Visby Rules have had the most widespread impact on the shape of the national sea carrier's liability regimes. The influence of the HVR is visible *inter alia* in the area of the carrier's liability exemptions and also in the scope of the limits of liability, although, various changes have been introduced into each maritime national law.

However, one cannot conclude that the national legislators have copied the HVR's provisions. In some cases, solutions from the Hague--Visby Rules have been mixed with regulations from other international conventions such as the Hamburg Rules (e.g. the Chinese regulation). In other cases, the national legislator has enacted his own legal solutions with the inspiration of the HVR regulations only (e.g. the German regulation).

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[35] *Ibidem,* p. 195.

Even if the influence of the Hague-Visby Rules has been quite strong in such normative acts, it does not mean that all national regulations look the same. Nevertheless, the impact of the HVR on national maritime laws is still significant, even though the doctrine states that the Hague-Visby Rules are an outdated regulation in the present day.