The Nordic Offshore & Maritime Arbitration Association – pushed forward with the three-blade propeller of efficiency

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Gustavsson's paper in 2015 tantalisingly suggested the idea of a Nordic alternative to London as a centre for maritime dispute resolution. He suggested not to "*adopt a wait and see attitude*" regarding the possible decline of "*London as the empire of dispute resolution in the maritime market*".[1] Since the last ICMA conference in my home country of Denmark, the Nordics have not adopted such an attitude. The Nordic Offshore & Maritime Arbitration Association ("Nordic Arbitration") came into existence two months after ICMA XX, in November 2017.

Efficiency is the guiding star in the rules and guidelines of Nordic Arbitration. Its three types of efficiency are briefly touched upon in this paper, each a blade that propels the association forward.

The first efficiency is shortening the procedure, by streamlining international precedents such as the UNCITRAL Arbitration Rules and the IBA Rules on the Taking of Evidence in International Arbitration.

The second efficiency is providing a bridge between common and civil law systems. One no longer has to accept being at a disadvantage if one is a common law lawyer unpractised in civil law proceedings, and vice versa. One can choose a system that reflects both legal traditions.

The third efficiency is minimising uncertainty. Unfortunately, Brexit causes uncertainty, and the choice of Nordic Arbitration with the experienced and sophisticated Nordic legal systems increases the certainty of the steps required to achieve a final and binding resolution of a dispute.[2]

Parties look to arbitration for an efficient and binding procedure, and Nordic Arbitration pragmatically provides this at lower cost than institutional arbitrations. This is because Nordic Arbitration does not have a secretariat to whom it pays salaries and expenses. Instead, there is a 12-member board of eminent Nordic lawyers and academics who act on behalf of the association.

1. Efficiency – shortening the procedure

One blade of efficiency simply shortens procedure. This can be seen in both Nordic Arbitration's rules of arbitration (the "Rules") and its best practice guidelines (the "Guidelines").

[1] Gustavsson, G. (2015) Nordic maritime and offshore arbitration. *MarIus*, 450: 11, 16.

[2] See Article 30(2) of the Rules.

The Rules are explicitly stated to derive from the UNCITRAL Arbitration Rules.[3] UNCITRAL sets the standard for arbitration, and Nordic Arbitration is in good company, as many arbitral centres have institutional rules based on or inspired by such UNCITRAL rules. Such arbitral centres span the globe and include the Tribunal Arbitral de São Paulo in Brazil, the ADR Institute of Canada, the Shenzhen Court of International Arbitration, the Hong Kong International Arbitration Centre, the Danish Institute of Arbitration, the Permanent Court of Arbitration at The Hague and the Singapore International Arbitration Centre.[4]

The Guidelines unpacks the "black box" of arbitration so that the parties and tribunal have greater certainty as to what to expect when they enter into proceedings under the Rules. Apart from a structured procedure, which the tribunal should take into consideration and the parties should follow,[5] the Guidelines also have two appendices. The first is a matrix of case management conference considerations, which goes into greater depths than many institutions' guidance. The second is a streamlined version of the IBA Rules on the Taking of Evidence in International Arbitration 2010 (the "IBA Rules"). In short, the Guidelines provide transparency and a cost-efficient structure that removes the need for long, and potentially expensive, discussions regarding what procedure to abide by.

Six examples follow of how proceedings have been pragmatically shortened, compared to international precedents:

Firstly, there are fewer requirements for a **Notice** of Arbitration than those stated in UNCITRAL.

The Rules state that, in a Notice of Arbitration, it is only recommended that details are provided concerning such issues as identification of the relevant contract, description of the claim and amount involved, and the relief sought.[6]

These details are required for UNCITRAL,[7] but these details can often change by the time of the Statement of Claim. Accordingly, Nordic Arbitration whittles down the arbitration paradigm for more succinct proceedings.

Secondly, there is no **Response** before the appointment of the tribunal, unlike for UNCITRAL.[8]

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[3] See the preamble of the Rules.
[4] See United Nations Commission on International Trade Law, *Arbitration Centres*, found at https://uncitral.un.org/en/texts/arbitration/contractualtexts/arbitration/centres (accessed 18 November 2019).
[5] See Articles 15(1) and 15(2) of the Rules respectively. Article 15(2) of the Rules also states that the parties shall follow the Guidelines "*subject to the any agreement between the parties or orders by the arbitral tribunal to the contrary*".
[6] See Article 3(3) of the Rules.
[7] See Article 3(3) of the UNCITRAL Arbitration Rules 2013.
[8] See Article 4 of the UNCITRAL Arbitration Rules 2013.

No response simply allows the proceedings to get going more quickly.

UNCITRAL has a submission for each party before tribunal appointment, as does many arbitral institutions. However, this often prolongs proceedings if a respondent is uncontactable, or simply does not fulfil the deadline to respond because it disputes jurisdiction or decides not to participate.

Recalcitrant respondents exist who fail to fulfil arbitration deadlines or begrudgingly do so at the last minute owing to issues such as lack of proper notification or lack of jurisdiction. Indeed, it is not an unheard of tactic to drag heels as respondents in order to exert pressure on claimants because respondents know that the longer they prolong proceedings, the greater the expense to the claimant(s). Removing the response does away with such stalling tactics.

Thirdly, if a party has appointed an arbitrator, the time given to wait for another party's **appointment** before asking Nordic Arbitration to appoint in default is shortened. UNCITRAL gives 30 days,[9] Nordic Arbitration gives 21 days. [10] The shorter period speaks for itself regarding efficiency.

Fourthly, UNCITRAL states that the **time periods** between written statements should not exceed 45 days,[11] the Guidelines state that the first round of submissions has 28 days as the time period, and for later rounds, 21 days.[12] Again, shorter periods manifestly denote greater efficiency.

Fifthly, factual witness statements are no longer the standard. The IBA Rules give the option to the tribunal that it may (Article 4(4)):

> *…order each Party to submit within a specified time to the Arbitral Tribunal and to the other Parties Witness Statements…*

Although tribunals 'may' rather than 'shall' order witness statements, inclusion in the IBA Rules suggests that witness statements are the standard to follow. However, their preparation takes time and costs. Accordingly, Nordic Arbitration present witness **summaries** as the standard (Article 4(4) of the Nordic Arbitration rules on the taking of evidence (the "Evidence Rules")):

> *The Arbitral Tribunal may order each Party to submit to the Arbitral Tribunal and to the other Parties a summary…*

Moreover, Nordic Arbitration is clear that written witness statements "*will not be used unless the Parties agree to the contrary*" (Article 4(5) of the Evidence Rules).

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[9] See Article 9(2) of the UNCITRAL Arbitration Rules 2013.
[10] See Article 7(4) of the Rules.
[11] See Article 25 of the UNCITRAL Arbitration Rules 2013.
[12] See Article 3.7(a)-(d) of the Guidelines.

Shorter documents are to be welcomed, and so the preparation of the "*subject matter of the testimony*" under Article 4(4)(b) of the Evidence Rules (for summaries) is likely to be more efficient than "*a full and detailed description of the facts*" under the IBA Rules (Article 4(5)(b)) (for statements). One may think that summaries could lead to a decrease of efficiency because more work would have to be done before the hearing to ensure that one can anticipate what is not in the summaries and which may be brought up by opposing counsel. However, in reality, a well-prepared counsel is likely to prepare the same amount, whether summaries or statements are at play, to minimise the risk of facing an unexpected point.

The last example is that there is no express provision in the Rules to request an **interpretation** of an award, again unlike in UNCITRAL.[13]

Simply, applying for interpretation of an award can be used as a tactic to prolong the proceedings. Removal of such a provision pragmatically removes the likelihood that such a tactic is used and allows for a fleeter resolution of disputes.

2. Efficiency – a bridge between common and civil law traditions

Then comes the second blade of efficiency. Nordic Arbitration provides an easier (and so more efficient) choice when advising clients which system of arbitration to use because it bridges the two legal worlds of common and civil law. A balance is to be had between these worlds, as although civil law jurisdictions outnumber common law ones almost two to one,[14] common law traditions such as document production and a focus on witness evidence are often seen as *de rigueur* in international arbitration.

Furthermore, one of the advantages of arbitration is that the parties can choose a neutral place of arbitration, so that no party has an undue advantage. For example, Geneva can be chosen as a seat of arbitration if one party is French and the other German, or Stockholm may be a seat between western and eastern parties. Similarly, Nordic Arbitration is not only an alternative for Nordic (and non-Nordic) parties compared to London, but the association is also an option if one comes from a civil law background and does not want to be disadvantaged in common law proceedings, and vice versa.

No default document production orders

The likely most welcome proposition of Nordic Arbitration, recognisable from the **civil** law system, is limited document production. Article 3(2) of the IBA Rules states:

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[13] See Article 37 of the UNCITRAL Arbitration Rules 2013.

[14] See the CIA's "The World Factbook" which states that the civil law is "*applied in various forms in approximately 150 countries*" and that the common law is in force in "*approximately 80 countries*", Central Intelligence Agency, *The World Factbook*, found at https://cia.gov/library/publications/the-world-factbook/fields/308.html (accessed 18 November 2019).

Within the time ordered by the Arbitral Tribunal, any Party may submit to the Arbitral Tribunal and to the other Parties a Request to Produce.

The "may" in this provision certainly does not prevent the parties from considering requests to produce as tools to prolong proceedings. Although documents can be requested from the other party in civil law proceedings, this is more popular in common law jurisdictions because lawyers in such jurisdictions are well acquainted with the procedure of discovery or disclosure.[15]

It would not be unusual for civil law lawyers to have had the experience that common law lawyers will use the IBA Rules to request large amount of documents, to match common law discovery/disclosure expectations. Moreover, civil law lawyers may be surprised when they are requested to produce documents that support another party's case, and they may not have a ready reason to refuse production of such documents as found in the list at Article 9.2 of the IBA Rules.

Moreover, wading through large amounts of documents, whether in hard copy or electronically, neither aids efficiency nor potentially the outcome of the case.[16]

The Evidence Rules come to the rescue by emphatically stating, at Article 3(2):

The Arbitral Tribunal may not order any of the Parties to produce documents …

The first sentence is a clear signal that discovery and disclosure, as known in the common law traditions, are not standard in Nordic Arbitration proceedings.

However, Nordic Arbitration highlights its neutral stance by not going as far as the Prague Rules (namely the Rules on the Efficient Conduct of Proceedings in International Arbitration (Prague Rules)). The Prague Rules have origins in the civil law, as its Working Group was formed from "*mainly civil law … countries*" and emphasise the tribunal's more active role in managing

[15] For US discovery, see for example Rule 26(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, where a party must, "*without awaiting a discovery request, provide to the other parties: … a copy – or a description by category and location – of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defences*…". For disclosure in England and Wales, the general rule for large commercial claims is that "*each party must file and serve a report … which – describes briefly what documents exist or may exist that are or may be relevant to the matters in issue in the case*" (Rules 31.5(3)(a) of the Civil Procedure Rules).

[16] 71% of respondents believed that only 0-50% of their arbitrations in the previous five years were materially affected by documents obtained through document production, see White & Case and Queen Mary University of London (2012) *2012 International Arbitration Survey: Current and Preferred Practices in the Arbitral Process*, found at http://www.arbitration.qmul.ac.uk/media/arbitration/docs/2012_International_Arbitration_Survey.pdf (p23) (accessed 18 November 2019).

proceedings "*as is traditionally done in many civil law countries*".[17] The Prague Rules state that, at their Article 4.2:

> *Generally, the arbitral tribunal and the parties are encouraged to avoid any form of document production, including e-discovery.*

Nordic Arbitration does not go as far as the Prague Rules because the Evidence Rules state that requests to produce are possible if the parties agree or the tribunal decides otherwise (see Article 3(2)). The Prague Rules are not so explicit, moving away from the wording of the IBA rules, and stating that any requested document production should be raised at the case management conference, and a party can request document production at a later stage of proceedings "*only in exceptional circumstances*" (Article 4.4. of the Prague Rules).

In any case, Nordic Arbitration changes the default position of the IBA Rules and this is likely to attract all those who appreciate efficient use of time and costs, whether from a common or civil law background. Even considering Nordic Arbitration's two exceptions which allow requests to produce, as stated above, these are likely not to be often used unless to save time and costs. This is because it would be unlikely that parties would agree to document production unless it is obvious that considerable time and costs would be saved for both sides. Similarly, it would be unlikely that a tribunal orders document production in opposition to one of the parties unless it considers that it would be in the interests of the case, and so likely to save time and costs.

No tribunal-appointed experts

Nordic Arbitration also reflects **common** law practice. One example is not having provisions on tribunal-appointed experts.

Both the UNCITRAL Arbitration Rules and the IBA Rules have such provisions.[18] However, neither the Rules (reflecting the UNCITRAL Arbitration Rules) nor the Guidelines (reflecting the IBA Rules) include this provision.

As an example of common law adversarial practice, the English position is that, although parties obtain court permission to call an expert and that it is explicit that an expert's overriding duty is to the court,[19] it is the parties who instruct an expert, not the court.

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[17] See Working Group (2018) *Rules on the Efficient Conduct of Proceedings of International Arbitration (Prague Rules)*, found at https://praguerules.com/upload/medialibrary/9dc/9dc31ba7799e26473d92961d926948c9.pdf (p2) (accessed 18 November 2019).

[18] See Article 29 of the UNCITRAL Arbitration Rules 2013 and Article 6 of the IBA Rules.

[19] See Civil Procedure Rules of the courts of England and Wales, 35.3 and 35.4.

This is in contrast to the Danish civil law system that is more similar to the tribunal-appointed expert provisions of the UNCITRAL and of the IBA because in Danish court proceedings the court instructs the expert, albeit based on the questions of the parties.[20]

In theory, tribunal-appointed experts make sense. Tribunals often have to choose between conflicting expert reports as presented by conflicting parties, regarding technical subjects in which they may not have in-depth experience. One single expert report that the tribunal can rely on would raise expectations of saving time and costs.

However, in practice, tribunal-appointed experts do not preclude the use of party-appointed experts, which parties may still wish to appoint in order to ensure that their respective case is fully presented. In such cases, time and costs will increase not only due to the appointments of the party experts but also because of the likely back-and-forth among the party experts and the tribunal expert.

3. Efficiency – less affected by Brexit uncertainty

The last blade of the propeller of efficiency is a dispute resolution system removed from the English system owing to Brexit uncertainty. Gustavsson's article pointed out the issues where a Nordic system could provide an alternative to a London centre of maritime dispute resolution.[21] Brexit, voted upon after the publication of Gustavsson's article, has unfortunately provided further reason to consider such an alternative to London. The uncertain consequences of Brexit reasonably mean that a dispute resolution system that is not closely aligned with London and its English laws is seen as the more efficient choice; a dispute resolution system such as Nordic Arbitration.

If a deal is reached between the UK and EU by 31 January 2020, many EU laws will still apply during a transition period until (presently) 31 December 2020,[22] but there is still uncertainty regarding what will happen after this period.

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[20] See Chapter 19 of the Danish Administration of Justice Act.

[21] Such a London centre is also not as efficient as it could be, at least for *ad hoc* arbitrations under the English Arbitration Act 1996, where appeals on points of law can slow proceedings (see s69).

[22] See UK and EU (2018) *Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community*, *as endorsed by leaders at a special meeting of the European Council on 25 November 2018*, found at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/759019/25_November_Agreement_on_the_withdrawal_of_the_United_Kingdom_of_Great_Britain_and_Northern_Ireland_from_the_European_Union_and_the_European_Atomic_Energy_Community.pdf#page=197 (accessed 18 November 2019). On 17 October 2019, a revised draft withdrawal agreement was agreed between the UK and the EU, but the transition text remained unchanged. See also European Commission (2019) *Brexit and Ireland*, found at

Similarly, there is uncertainty as to what would happen if there were a no-deal (potentially from 1 February 2020), where the UK would leave the EU without a transition period.

In either case, uncertainty would cover issues such as jurisdiction and enforcement of judgments. At the moment, the Brussels Regulation (recast)[23] (and the associated Lugano Convention 2007) would no longer apply after the transition period (to cases instigated after the transition) or after a no-deal exit. While the UK has acceded (and suspended accession) to the Hague Convention on Choice of Court Agreements 2005 as a precaution in the event of a no-deal Brexit, the convention does not serve as a fully viable replacement of present EU instruments. The convention only covers exclusive jurisdiction clauses (and not other jurisdictional issues that the EU regulation covers).[24] Furthermore, the convention does not cover certain maritime matters, including "*carriage of goods and passengers … limitation of liability for maritime claims, general average, and emergency towage and salvage*".[25]

Likewise, the EU has stated that EU law on judicial cooperation will no longer apply from the withdrawal date.[26] For example, this means that the rules regarding the service of documents and the taking of evidence between the UK and the EU Member States would likely fall back to the respective Hague Conventions, regarding Member States who are contracting parties to the respective convention. The UK is a party of the Hague Conventions on the service of documents (1965) and on the taking of evidence (1970). However, as these conventions are approximately half a century old and do not take the latest technology into account, they are likely to be less efficient.[27] There may also be uncertainty as to how these old conventions will practically apply in the modern day.

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https://ec.europa.eu/ireland/news/key-eu-policy-areas/brexit_en (accessed 18 November 2019).

[23] Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast), found at https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32012R1215&from=EN#d1e39-1-1 (accessed 18 November 2019).

[24] See Articles 1 and 3 of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

[25] See Article 2(2)(f)-(g) of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

[26] See European Commission (2019) *Notice to Stakeholders, Withdrawal of the United Kingdom and EU rules in the field of Civil Justice and Private International Law*, found at https://ec.europa.eu/info/sites/info/files/notice_to_stakeholders_brexit_civil_justice_rev1_final.pdf (accessed 18 November 2019).

[27] See the Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters and the Convention of 18 March 1970 on the Taking of Evidence Abroad in Civil or Commercial Matters.

Conversely, one might sail to the defence of arbitration in England to say that Brexit would not affect the UK's membership of the New York Convention,[28] English courts would be allowed to issue anti-suit injunctions regarding court proceedings in EU Member States,[29] and exchange rates may make English legal costs more competitive.

However, continuing political uncertainty may outweigh advantages of English arbitration. For instance, the UK was originally due to leave the EU on 29 March 2019 and the leave date has been extended three times.[30] The UK will also have its third election in five years in December 2019. Companies are leaving, and are increasingly investing outside of, the UK.[31] Indeed, this paper is written in November 2019, and the points stated in this section may be superseded by the time of ICMA XXI in March 2020, owing to the speed of changes and the uncertainty posed by Brexit.

Nordic Arbitration, with its associated experienced legal systems, advocacy focus, and English fluency, would be a reasonable choice for those wishing to duck the uncertainty.

4. Efficiency with sustainability

Lastly, in what waters does this three-blade propeller of efficiency drive Nordic Arbitration? One can increasingly say in waters of sustainability, United Nations Sustainable Development Goals and carbon neutrality. For example, the International Association of Ports and Harbors has set up the World Ports Sustainability Program, which is expressly guided by the UN Sustainable

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[28] Namely, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958).

[29] See Judgement of 10 February 2009, *Allianz SpA and Generali Assicurazioni Generali SpA v West Tankers Inc.*, C-185/07, EU:C:2009:69, found at http://curia.europa.eu/juris/document/document.jsf;jsessionid=7DDE47B488AD0265182D59854E68A713?text=&docid=72841&pageIndex=0&doclang=en&mode=lst&dir=&occ=first&part=1&cid=1163623 (accessed 18 November 2019).

[30] See European Union Newsroom, *Brexit*, found at https://europa.eu/newsroom/highlights/special-coverage/brexit_en (accessed 18 November 2019).

[31] Such as Barclays, Philips and Sony, see O'Brien, C. (2019) Brexit: Almost 30 financial groups move operations from London to Dublin, *The Irish Times*, 19 Sep, found at https://www.irishtimes.com/business/financial-services/brexit-almost-30-financial-groups-move-operations-from-london-to-dublin-1.4023599; see Sommerlad, J. and Chapman, B. (2019) Which companies are leaving UK, downsizing or cutting jobs ahead of Brexit?, *Independent*, 26 Feb, found at https://www.independent.co.uk/news/business/news/brexit-companies-leaving-uk-list-job-cuts-eu-no-deal-customs-union-a8792296.html; and see Paris (AFP) (2019) Companies moving out as Brexit looms, *France24*, 19 Feb, found at https://www.france24.com/en/20190219-companies-moving-out-brexit-looms (all accessed 18 November 2019).

Development Goals.[32] Technology is being developed to cut CO_2 by new propeller design.[33] Mærsk has set the enviable target of having net-zero CO_2 emissions from operations by 2050.[34] There are expectations that shipping will have more environmental regulations in the coming years.[35]

Nordic Arbitration is not exclusively for Nordic seats of arbitration nor exclusively for the maritime industry. However, its name highlights that its focus is on the shipping sector and on delivering a Nordic approach. With such an approach, businesses are unlikely to be disappointed with the Nordic credentials regarding issues such as the rule of law and sustainability.

According to World Justice Project's Rule of Law Index 2019, Denmark, Norway, Finland and Sweden take the top four spots respectively.[36] According to The Sustainable Development Report 2019, Denmark, Sweden, Finland take the top three spots in its Sustainable Development Goal Index (with Norway and Iceland respectively 8th and 14th).[37] Consequently, Nordic countries are recognised as leaders in the rule of law and sustainability spheres, which may reassure businesses that Nordic Arbitration efficiency is not at the expense of either.

Conclusion

Nordic Arbitration is a new arbitration association. However, it is also an innovative association. It has listened to businesses' demand for efficiency to develop a streamlined process that resolves disputes in a final manner by way of awards that are enforceable across the world. Businesses' demand for efficiency is the propeller that drives Nordic Arbitration forward, by shortening procedure, bridging common and civil law techniques and providing a safe haven from the storms of Brexit, which show no signs of abating. The ability to provide such a service against

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[32] See World Ports Sustainability Program, *About WPSP*, found at https://sustainableworldports.org/about/ (accessed 18 November 2019).

[33] See World Maritime News (2018) *NYK: New Ship Propeller to Cut CO2 Emissions*, found at https://worldmaritimenews.com/archives/246833/nyk-new-ship-propeller-to-cut-co2-emissions/ (accessed 18 November 2019).

[34] See Mærsk, *Towards a zero-carbon future*, found at https://www.maersk.com/news/articles/2019/06/26/towards-a-zero-carbon-future (accessed 18 November 2019).

[35] See Carlsen, C. and Pico, S. (2019) Shipping will likely see more environmental regulations in the next ten years, *Shipping Watch*, found at https://shippingwatch.com/secure/regulation/article11721016.ece?utm_campaign=ShippingWatch%20Newsletter&utm_content=2019-10-30&utm_medium=email&utm_source=shippingwatch_com (accessed 18 November 2019).

[36] See World Justice Project (2019) *WJP Rule of Law Index 2019*, found at https://worldjusticeproject.org/our-work/research-and-data/wjp-rule-law-index-2019 (accessed 18 November 2019).

[37] See Sachs, J., Schmidt-Traub, G., Kroll, C., Lafortune, G., Fuller, G. (2019) *Sustainable Development Report 2019*. New York: Bertelsmann Stiftung and Sustainable Development Solutions Network (SDSN) (p20).

the background of Nordic top rankings, both in the rule of law and sustainability, suggests that Nordic Arbitration is a suitable contender as an alternative to the London empire of maritime dispute resolution. The business sector seems to agree too, as Nordic Arbitration is increasingly seen in dispute resolution mechanisms, such as those of the 2019 Nordic Marine Insurance Plan.

Short biography

Jens V. Mathiasen has been a partner at Gorrissen Federspiel since 2007 and is dual Danish-Norwegian qualified. Maritime disputes are one of his specialisations, and he is involved in many publications on the subject. Examples include: co-author of a commentary on the Danish Maritime Code (*Søloven med kommentarer*) and co-editor of a journal on Nordic judgments concerning maritime affairs (*Nordisk Domme i Sjøfartsanliggender*).