INTERNATIONAL
OIL POLLUTION
COMPENSATION
FUND 1971

ADMINISTRATIVE COUNCIL
13th session
Agenda item 4

71FUND/AC.13/8
27 February 2004
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RECORD OF DECISIONS OF THE THIRTEENTH SESSION OF THE ADMINISTRATIVE COUNCIL

(held on 24, 26 and 27 February 2004)

Acting Chairman: Mr John Wren (United Kingdom)

Opening of the session

In the absence of the Administrative Council's Chairman, Captain Raja Malik (Malaysia), the session was opened by the Director.

Election of acting Chairman

The Administrative Council elected Mr John Wren (United Kingdom) as Chairman for the session.

1 Adoption of the Agenda

The Administrative Council adopted the Agenda as contained in document 71FUND/AC.13/1.

2 Participation

2.1 The following States having at any time been Members of the 1971 Fund were present:

Algeria
Antigua and Barbuda
Australia
Bahamas
Belgium
Cameroon
Canada
China (Hong Kong Special Administrative Region)
Colombia
Cyprus
Denmark
Finland
France
Germany
Ghana
Greece
India
Ireland
Italy
Japan
Liberia
Malta
Marshall Islands
Mexico
Netherlands
New Zealand
Nigeria
Norway
Panama
Poland
Portugal
Republic of Korea
Russian Federation
Spain
Sweden
Tunisia
United Arab Emirates
United Kingdom
Vanuatu
Venezuela

2.2 The following States which had not at any time been Members of the 1971 Fund were represented as observers:

Argentina	Grenada	Singapore
Brazil	Iran, Islamic Republic of	Tanzania
Chile	Pakistan	Trinidad and Tobago
Congo	Philippines	
Ecuador	Saudi Arabia	

2.3 The following intergovernmental organisations and international non-governmental organisations were represented as observers:

Intergovernmental organisations

International Oil Pollution Compensation Fund, 1992
International Maritime Organization (IMO)
European Commission

International non-governmental organisations:

BIMCO
Comité Maritime International (CMI)
Federation of European Tank Storage Associations (FETSA)
Friends of the Earth International (FOEI)
International Association of Independent Tanker Owners (INTERTANKO)
International Chamber of Shipping (ICS)
International Group of P&I Clubs
International Salvage Union (ISU)
International Tanker Owners Pollution Federation Limited (ITOPF)
Oil Companies International Marine Forum (OCIMF)

3 Incidents involving the 1971 Fund

3.1 *Braer*

3.1.1 The Administrative Council took note of the information contained in document 71FUND/AC.13/2 in respect of the *Braer* incident.

3.1.2 The Council recalled that in 1995 the Executive Committee had considered a claim for £2 million (later reduced to £1.4 million) by a company based on Shetland, Shetland Sea Farms Ltd, in respect of a contract to purchase smolt from a related company on the mainland. It was recalled that the experts engaged by the 1971 Fund and the shipowner's insurer (Assuranceföreningen Skuld, Skuld Club) had assessed the proven losses at £58 000, but that attempts to settle the claim out of court had failed and that the company had taken legal action against the shipowner, the Skuld Club, and the 1971 Fund.

3.1.3 The Council recalled that the Court of first instance in Edinburgh had rendered its decision in 2001 in which it had resolved that responsible officers of the claimant had knowingly presented copies of fake letters in support of Shetland Sea Farms' claim for compensation. It was also recalled that the Court had held that the company should nevertheless be given the opportunity to present a revised case, since not to allow so would be an excessive punishment. The Council recalled that the Court had therefore decided that the case should proceed to a hearing restricted to the question of whether Shetland Sea Farms could prove that a contract existed before the *Braer* incident occurred for the supply of smolts to Shetland Sea Farms without reference to false letters and invoices.

3.1.4 The Administrative Council recalled that the Court had issued its decision in May 2003 and that it had not accepted Shetland Sea Farms' evidence that there was a contract for supply of smolts for which the company was legally obliged to pay independent of the false letters. It was also recalled that the Court had considered that the evidence had disclosed that the management of the company had been involved in a fraudulent scheme and had reported the matter to the Chief Prosecutor in Scotland to consider whether criminal proceedings should be brought against three of Shetland Sea Farms' witnesses. The Council also recalled that the Court had, however, allowed the case to proceed, restricted to a claim for loss of profit by Shetland Sea Farms to the extent that the company could establish the probable number of smolts which would have been introduced to Shetland but for the *Braer* incident. The Council further recalled that the shipowner, the Skuld Club and the 1971 Fund had appealed against that part of the Court's decision on the grounds that the loss of profit claim was based on contracts which had been held to be false. It was noted that the appeal would be heard in June 2004.

Waiver of immunity

3.1.5 The Administrative Council noted that the Chief Prosecutor in Scotland had contacted the Director stating that he wished to interview certain persons who had dealt with the Shetland Sea Farms' claim on behalf of the 1971 Fund, namely the Claims Officer who had been primarily responsible within the 1971 Fund Secretariat for handling Shetland Sea Farms' claim, the person in charge of the Claims Office established in Lerwick (Shetland) by the 1971 Fund and the Skuld Club, and the person who had supervised the running of that Office and the claims handling and that it was possible that these persons would be requested to testify in court in criminal proceedings.

3.1.6 The Council noted that the Director's immunity under the Headquarters Agreement (Article 16) would cover both interviews by the Public Prosecutor and testifying in court since he enjoyed total immunity from United Kingdom jurisdiction. It was noted that the Public Prosecutor had not requested to interview the Director and that the question as to whether the Director's immunity should be waived was therefore not an issue. The Council also noted that were such a request to be made, the Director would submit the issue of waiver of immunity to the Administrative Council for decision.

3.1.7 The Council noted that as regards staff members and experts, under the Headquarters Agreement they had immunity from jurisdiction in respect of acts carried out by them in the exercise of their functions, including words written and spoken (Articles 17 and 18 respectively).

3.1.8 The Council noted that the immunities accorded in the Headquarters Agreement to staff members and experts were provided solely to ensure in all circumstances the unimpeded functioning of the 1971 Fund and the complete independence of the persons to whom they were accorded. It was noted that the Agreement further provided that the Director had the right and the duty to waive such immunities (other than his own) when he considered that such immunities prevented the carrying out of justice and when it was possible to dispense with them without prejudicing the interests of the Fund, and that in respect of the Director the Assembly or the Executive Committee may waive his immunity.

3.1.9 The Council noted that the Claims Officer in the 1971 Fund's Secretariat who had dealt with the Shetland Sea Farms' claim had since left the Secretariat, but that the provisions on immunity (Article 17.1) applied even after an officer was no longer employed by the Fund. It was also noted that in the Director's view the person responsible for running the Claims Office and the person supervising the operations of the office and the claims handling would probably fall within the category of experts (Article 18).

3.1.10 The Council noted that, in the Director's view, it was not clear whether the provisions in the Headquarters Agreement relating to officers and experts applied to the situation created by the Public Prosecutor's request. The Council noted, however, that the Director considered that he

should in any event waive the immunity, to the extent it existed, in respect of the Public Prosecutor's request both as regards interviews in the context of criminal investigations and as regards appearances as witnesses in court, since such a waiver would not prejudice the interests of the 1971 Fund whilst invoking the immunity of these persons could prevent the carrying out of justice.

3.1.11 The Council noted that subject to any instructions which the Administrative Council might wish to give him, the Director intended to waive any immunity which may have existed in respect of the three persons referred to in paragraph 3.1.5 in relation to the Public Prosecutor's investigations concerning Shetland Sea Farms' claim and any request that they should testify in court in relation to the claim.

3.1.12 The Council noted that the Director had stated that if the question of waiver of immunity were to be raised in the future, he would consider each case on its merits in the light of the particular circumstances.

3.1.13 Noting that under the Headquarters Agreement it was for the Director to decide whether to waive immunities other than his own, the Council agreed with the Director's intention to waive the immunities for the persons referred to in paragraph 3.1.5. The Council considered that the Director's position in the *Braer* case should not be considered as a precedent and that future requests for the waiver of immunity should be dealt with by the Director on a case-by-case basis. The Council also expressed the view that such requests and the Director's actions thereon should be brought to the Administrative Council's attention.

3.2 *Zeinab*

3.2.1 The Administrative Council took note of the information concerning the *Zeinab* incident, which involved both the 1992 and the 1971 Funds, contained in document 71FUND/AC.13/3 (cf document 92FUND/EXC.24/3).

3.2.2 The Council recalled that the Georgian-registered vessel *Zeinab,* suspected of smuggling oil from Iraq, had sunk about 16 miles from the Dubai coastline (United Arab Emirates) in April 2001. It was recalled that the *Zeinab* had not been entered with any classification society or covered by any liability insurance.

3.2.3 It was noted that claims in relation to clean-up and pollution prevention measures had been settled at £1.0 million. It was also noted that no further claims had been submitted and that claims arising from this incident would be time-barred on or shortly after 14 April 2004.

3.2.4 The Administrative Council recalled that the Funds had in 2002 and 2003 carried out an investigation into the identity and whereabouts of the owner of the *Zeinab.* It was recalled that available documents had confirmed that the registered shipowner was an Iraqi national and that there was evidence that he was a shareholder of two other companies in the UAE unrelated to shipping. The Council recalled that the UAE immigration authorities had confirmed that the shipowner had left the UAE in March 2002, that there was no record of him returning to the UAE since and that there were indications that the shipowner was living in Baghdad (Iraq).

3.2.5 The Council recalled that in the October 2003 sessions of the governing bodies, most delegations had shared the Director's view that, as long as the shipowner was not living in UAE but probably in Iraq, it would not be meaningful to take recourse action against him. The Council also recalled, however, that some delegations had expressed the view that the fact that the shipowner was probably living in Iraq should not in itself prevent the Funds from taking recourse action against him outside the UAE provided that he had assets against which a favourable judgement could be enforced.

3.2.6 The Council recalled that the governing bodies had decided that the matter should be reconsidered before the expiry of the three-year time bar period (14 April 2004). It was also recalled that it had been decided that the Director should investigate further the financial standing of the two companies in which the shipowner allegedly held shares, whether he still held the shares, and if so, what their value was (documents 71FUND/AC.12/22, paragraph 15.8.18 and 92FUND/EXC.22/14, paragraph 3.5.19).

3.2.7 The Council noted that subsequent investigations had revealed that the shipowner held 25% of the shares in relation to one of the two companies referred to in paragraph 3.2.4, which had an authorised share capital of AED300 000 (£50 000). It was noted that although UAE law required companies to file annual financial reports to the Ministry of Economy and Commerce, the Funds' lawyers had found that there were no public records available in relation to the financial status of that company. It was noted that the investigation had shown that a relative of the shipowner and a UAE national owned the second company but that the owner of the *Zeinab* had no financial interest in this company. The Council noted that both companies had small offices manned by a small number of staff in Hamriyah port in Dubai. The Council also noted that the Funds' lawyers had stated that the only assets in the UAE directly owned by the owner of the *Zeinab* appeared to be a three-year old motorcar whose registration had not been renewed since October 2002.

3.2.8 The Council noted that the shipowner might be living illegally in the UAE under a new identity.

3.2.9 The Council noted that as regards the question as to whether the Funds should take recourse action against the owner of the *Zeinab*, the Funds' lawyers had advised that under UAE law such actions could be taken by filing a claim with the UAE Courts prior to the expiry of the three-year time bar period. The Council also noted that service upon the defendant (which would be undertaken by the Court) might be effected after the expiry of that period either directly (which in this case was likely to be difficult or if not impossible), or through publication of notices in the local press. It was noted the Funds' lawyer had expressed the view that the Funds had a reasonable prospect of obtaining a favourable judgement against the shipowner. It was noted, however, that they had stated that it would be extremely difficult to enforce any judgement against the shipowner since it had not been established that he was in the UAE and there was no evidence to suggest that he had any substantial assets there. It was also noted that the Funds' lawyers had further stated that it would take up to one year to obtain a judgement by the first instance court, that the defendant would have an unlimited right of appeal, firstly to the Dubai Court of Appeal and secondly to the Court of Cassation, and that these appeals could result in the proceedings lasting up to three years. It was further noted that it was possible that the shipowner would not appear in court even if he had been served and that a default judgement could then be obtained more quickly.

3.2.10 The Council noted that the Funds' lawyers had indicated that the cost of the legal proceedings (exclusive of court fees) in the first instance court could reach US$45 000 (£24 000), that if the case were to proceed to the Court of Cassation, the costs could reach US$75 000 (£40 000) and that further costs would be incurred if execution proceedings were necessary. It was noted that the costs could be substantially higher if the shipowner raised complex arguments but would be substantially lower if the shipowner were not to contest the matter. It was noted that in the event of a favourable judgement being obtained, court fees would be recoverable but that lawyer fees and execution costs would only be recoverable for a nominal amount.

3.2.11 The Council noted that as regards commencing recourse proceedings in Iraq against the owner of the *Zeinab*, the Funds' lawyers in the UAE had stated that the Civil Courts in Iraq were operational. It was noted that they had also advised that in order for the Iraqi Courts to effect service on the shipowner in Iraq, the Funds would have to provide the Court with a specific address at which the shipowner could be served, which might prove problematic as the relevant ministries were not operational, and that the Iraqi courts would not permit service to be effected by publication through Iraqi press unless a specific address for him in Iraq could be given. It was also noted, however, that the Funds' lawyers did not know if the shipowner was in Iraq, and if so,

of his whereabouts or whether he had any assets there. It was further noted that the Funds' lawyers had also expressed the view that the Iraqi Courts might not assume jurisdiction over an action against the shipowner since the *Zeinab* was registered in Georgia and the incident had taken place in UAE territorial waters.

3.2.12 The Council noted that since it was unlikely that the Funds would make any recovery from the shipowner as a result of a successful recourse action, the Director had questioned whether it would be meaningful to pursue a recourse action in the UAE against him. It was noted that the Director had suggested that the governing bodies might wish to consider whether the IOPC Funds should nevertheless in the *Zeinab* case, as in the *Al Jaziah 1* case, take recourse action in the UAE in order to demonstrate their support for efforts to discourage the operation of substandard ships. The Council also noted that the Director had considered that it would not be meaningful for the IOPC Funds to pursue a recourse action against the shipowner in Iraq.

3.2.13 Most delegations expressed the view that since the prospects of pursuing a successful recourse action were poor the Funds should not pursue recourse action against the owner of the *Zeinab*. Some delegations emphasised that the impracticability of making a recovery against the shipowner was the sole justification for deciding not to take recourse action.

3.2.14 Two delegations, whilst accepting the majority point of view for practical reasons, nevertheless indicated that they would have preferred that the Funds should take recourse action against the shipowner, even if there was little or no likelihood of success, since in their view it was important for the Funds to make a stand against substandard ships and shipping practices.

3.2.15 Emphasising that the IOPC Funds should in principle take recourse action in order to discourage the operation of substandard ships, the Administrative Council nevertheless decided not to pursue a recourse action against the owner of the *Zeinab* on the sole ground that it would be extremely difficult to pursue such an action for legal and practical reasons.

3.3 *Sea Empress*

3.3.1 The Administrative Council took note of the information contained in document 71FUND/AC.13/4 in respect of the *Sea Empress* incident.

3.3.2 The Council recalled that in October 1999 the Executive Committee had decided that the 1971 Fund and the shipowner's insurer, Assuranceforeningen Skuld (Skuld Club), should take recourse action against the Milford Haven Port Authority (MHPA) to recover the amounts paid by them in compensation. The Council also recalled that the 1971 Fund and the Skuld Club had commenced recourse actions in the Admiralty Court in London in February 2002. It was further recalled that at its 12th session, held in October 2003, the Administrative Council had approved a settlement agreement under which all claims by the 1971 Fund and the Skuld Club should be fully and finally settled by means of a payment by MHPA's insurers to the Fund of £20 million, to be paid by 31 December 2003 (document 71FUND/AC.12/22, paragraph 15.5.14).

3.3.3 The Council noted that the agreed settlement amount of £20 million had been paid to the 1971 Fund in late December 2003.

3.4 *Alambra*

3.4.1 The Administrative Council took note of the information contained in document 71FUND/AC.13/5 in respect of the *Alambra* incident.

Legal actions

3.4.2 The Council recalled that in November 2001 the owner of the berth in the Port of Muuga and the company it had contracted to carry out oil loading operations had taken legal action in the first instance court in Tallinn against the shipowner and the London Club and had requested the Court

to notify the 1971 Fund of the proceedings in accordance with Article 7.6 of the 1971 Fund Convention. The Council recalled that having been notified of the actions in February 2002, the 1971 Fund had intervened in the proceedings. The Council also recalled that in August 2003, the Fund had been notified in accordance with Article 7.6 of the 1971 Fund Convention of legal proceedings taken by the Estonian State against the shipowner to recover EEK4 million (£180 000) in respect of costs incurred by the State in conducting the clean-up operations in relation to this incident. The Council further recalled that in the context of these legal actions, the question had arisen as to whether the 1969 Civil Liability Convention and the 1971 Fund Convention had been correctly implemented into Estonian national law.

3.4.3 The Council noted that in December 2003 the Court of first instance had rendered its decision on the constitutional issue. It was noted that the Court had held that since the Government had ratified the 1969 Civil Liability Convention without prior approval by Parliament, the ratification procedure had been a breach of the Estonian Constitution. It was noted that for this reason the Court had decided that the Convention could not be applied in the case under consideration and should be declared in conflict with the Constitution. It was also noted that the Court had ordered that constitutional review proceedings should be initiated before the Supreme Court. The Council noted that it was expected that the review would take place in early 2004. The Council further noted that in January 2004 the 1971 Fund had submitted pleadings to the Supreme Court supporting the position taken by the Court of first instance.

Other issues raised in the legal proceedings

3.4.4 The Council recalled that in September 2002 the London Club had filed pleadings in court maintaining that the shipowner had deliberately failed to make the necessary repairs to the *Alambra* resulting in the ship becoming unseaworthy and that therefore under the insurance contract, as well as under the Merchant Shipping Act, the Club was not liable to pay compensation for the damage resulting from the incident.

3.4.5 The Council recalled that in its pleadings the Club had stated that the *Alambra* had a history of corrosion problems both prior and subsequent to its purchase by its owner at the time of the incident in Estonia. It was also recalled that the Club had maintained that the shipowner must have been aware of the condition of the vessel, and that in failing to report the holes in the cargo tanks to the classification society and allowing the vessel to continue trading in such a condition, the pollution in Estonia was a result of the shipowner's intentional wrongful act and that the Club therefore had no liability.

3.4.6 The Council recalled that the 1971 Fund had filed pleadings arguing that under Estonian law the concept of wilful misconduct was to be interpreted as an intentional act, not only in respect of the incident but also in respect of the effect thereof, ie that the shipowner deliberately caused pollution damage. It was also recalled that the Fund had maintained that the evidence presented regarding the condition of the *Alambra* did not establish that the shipowner was guilty of wilful misconduct and that the insurer was therefore not exonerated from its liability for pollution damage.

3.4.7 The Council noted that the Fund had submitted pleadings in relation to the Estonian State's claim similar to the pleadings described above in respect of the other claims. The Council noted that the Fund had assessed the admissible quantum of that claim at EEK 2.4 million (£110 000) and had informed the Court of this assessment, emphasising that the assessment was without prejudice to its position on the applicability of the Conventions.

3.4.8 The Council noted that as regards the Estonian State's claim, the shipowner and the London Club had maintained *inter alia* that due to ineffective measures taken by the State in combating the oil spill, the State should not be entitled to full compensation. The Council noted that the London Club had also argued that the pollution in Estonia was a result of the shipowner's intentional wrongful act and that the Club therefore had no liability. It was also noted that the Fund

disagreed with the position taken by the London Club on the issue of the alleged wilful misconduct by the shipowner and that the Fund would submit supplementary pleadings opposing the Club's request to be exempted from liability.

3.4.9 A number of delegations expressed their disappointment with the approach that had been adopted by the London Club, since in their view, even if the Conventions did not apply in Estonia, the shipowner, unlike the 1971 Fund, was still liable under domestic legislation. Those delegations also expressed disappointment that the London Club had invoked the argument of wilful misconduct and urged the Club to review its position.

3.4.10 The representative from the International Group of P&I Clubs observer delegation shared the concerns expressed by those delegations, since it did not appear, on the basis of the information available, that the case was one of wilful misconduct on the part of the shipowner.

3.5 *Nissos Amorgos*

3.5.1 The Administrative Council took note of document 71FUND/AC.13/7 concerning the *Nissos Amorgos* incident.

3.5.2 The Council recalled that the incident had given rise to legal proceedings in a Criminal Court in Cabimas, Civil Courts in Caracas and Maracaibo, the Criminal Court of Appeal in Maracaibo and the Supreme Court, and that a number of claims had been settled out of court and the corresponding legal actions withdrawn.

Criminal proceedings

3.5.3 It was recalled that criminal proceedings had been brought against the master and that in his pleadings to the Criminal Court the master had maintained that the damage had been substantially caused by negligence imputable to the Republic of Venezuela. It was also recalled that the 1971 Fund had submitted pleadings to the Court maintaining that the damage had been principally caused by negligence imputable to the Republic of Venezuela.

3.5.4 It was recalled that in a judgement rendered in May 2000, the Criminal Court had dismissed the arguments made by the master holding him liable for the damage arising as a result of the incident and that the master had appealed against the judgement before the Criminal Court of Appeal in Maracaibo. It was also recalled that the 1971 Fund had presented pleadings to the Court of Appeal arguing that the evidence presented had not been sufficiently considered by the Court.

3.5.5 The Council recalled that in a decision rendered in September 2000 the Court of Appeal had decided not to consider the appeal and to order the Court of Cabimas to send the file to the Supreme Court (Sala Politico-Administrativa) due to the fact that the Supreme Court was considering a request for 'avocamiento'[<1>], the decision, in the view of the Fund's lawyers, appearing to imply that the judgement of the Criminal Court of Cabimas was null and void. It was noted that the criminal file remained before the Supreme Court, that the master had submitted several requests to the Supreme Court for the file to be returned to the Maracaibo Court of Appeal to allow the proceedings to continue but that there had been no response to the requests.

3.5.6 The Council noted that the 1971 Fund's lawyer had advised the Fund that in accordance with Venezuelan procedural law the criminal action against the master was time-barred since under Venezuelan law a final sentence would have to be delivered within four and half years from the date of the criminal act.

[<1>] Under Venezuelan law, in exceptional circumstances, the Supreme Court may assume jurisdiction, 'avocamiento', and decide on the merits of a case. Such exceptional circumstances are defined as those which directly affect the 'public interest and social order' or where it is necessary to re-establish order in the judicial process because of the great importance of the case. If the request of 'avocamiento' is granted, the Supreme Court would act as a court of first instance and its judgement would be final.

Claims for compensation in court

3.5.7 The Council noted the situation in respect of the significant claims for compensation pending before the Courts in Venezuela as follows.

Claimant	**Category**	**Claimed amount US$**	**Status of claim**
Republic of Venezuela	Environmental damage	$60 250 396	Pending in criminal court
Republic of Venezuela	Environmental damage	$60 250 396	Pending in civil court
Three fish processors	Loss of income	$ 30 000 000	Pending in civil court No loss proven
Total		**$150 500 792**	
		(£79.6 million)	

Settled claims

3.5.8 The Council noted that the following claims had been settled out of court.

Claimant	**Category**	**Settlement amount Bs**	**Settlement amount US$**
Petroleos de Venezuela S.A. (PDVSA)	Clean up		$8 364 223
ICLAM	Preventive measures	Bs15 268 867	
Shrimp fishermen and processors	Loss of income		$16 033 389
Other claims <2>	Property damage and loss of income	Bs289 000 000	
Total		Bs304 268 867 (£85 000)	**$24 397 612** **(£12.9 million)**

3.5.9 It was noted that two claims submitted by ICLAM<3> in the amount of $36 000 (£19 000) had been settled but that they had not been withdrawn from the Courts.

Maximum amount available for compensation

3.5.10 It was recalled that the shipowner had provided a guarantee to the Cabimas Court for Bs3 473 million (£1 million), being the limitation amount applicable to the *Nissos Amorgos* under the 1969 Civil Liability Convention. It was also recalled that on 27 June 1997 the Cabimas Court had issued an order providing that the maximum amount payable under the 1969 Civil Liability Convention and the 1971 Fund Convention, namely 60 million SDR, corresponded to Bs39 738 million or $83 221 800 (£44 million).

Level of payments

3.5.11 It was recalled that, at its 4th session held in March 2001, the Administrative Council had increased the level of payments from 25% to 40% of the actual loss or damage suffered by individual claimants, authorising also the Director to increase the level of the 1971 Fund's payments up to 70% when the 1971 Fund's total exposure in respect of the incident fell below $100 million (document 71FUND/AC.4/ES.7/6, paragraph 3.3.9).

<2> Paid in full by the Gard Club.

<3> Instituto para el Control y la Conservación de la Cuenca del Lago de Maracaibo

3.5.12 It was recalled that the level of payments had again been considered by the Administrative Council in July 2003. It was recalled that in its consideration the Council had noted that in the Director's view, when considering the level at which payments could be made, account should be taken of the fact that the claims by the Republic of Venezuela were duplicated, that the Procuradora General de la Republica (Attorney General) had admitted this duplication in writing, and that the duplication had also been recognized by the Public Prosecutor of Venezuela to the Director at a meeting in Caracas in April 2001. It was recalled that in the Director's view it appeared that the courts would not be able to hold the 1971 Fund liable to pay compensation twice for the same loss.

3.5.13 It was also recalled that the Administrative Council had decided that the 1971 Fund should maintain the policy that when considering the level of payments, all pending claims should be taken into account for the amount claimed, whether they, in the Fund's view, were admissible or not, and that pending claims should be disregarded only in exceptional circumstances.

3.5.14 It was recalled that the Administrative Council, taking into account the exceptional circumstances in the *Nissos Amorgos* case, and in particular that the claims by the Republic of Venezuela were duplicated, had decided to increase the 1971 Fund's level of payments from 40% to 65% of the loss or damage actually suffered by each claimant (document 71FUND/AC.11/3, paragraph 3.26). It was further recalled that the Council had also decided that the authorisation given to the Director at its 4th session should be maintained, namely that he was authorised to increase the level of payments to 70% when the 1971 Fund's total exposure fell below $100 million.

3.5.15 The Council recalled that a number of delegations had expressed concerns that the level of payments would remain at 65% for a considerable period of time unless a solution could be found to the outstanding claims and that fears had been expressed that unless a solution was found, the *Nissos Amorgos* incident could prevent the 1971 Fund being wound up.

3.5.16 It was noted that if both claims by the Republic of Venezuela were withdrawn or not pursued to the detriment of other claimants, the 1971 Fund would be able to increase its level of payments to 100%.

3.5.17 The Council noted that further to the Council's decision to increase the level of payments, the 1971 Fund had paid an additional $4 008 347 (£2.1 million) in respect of the claim for loss of income of the shrimp fishermen and processors referred to in paragraph 3.5.8 and $2 091 056 (£1.1 million) to PDVSA.

Search for a global solution

3.5.18 The Council noted that representatives of some 2 000 shrimp fishermen of Lake Maracaibo had traveled to London to attend the present session with the intention of expressing to the Director their deep concern at the lack of progress in resolving the outstanding issues that were preventing the 1971 Fund from increasing the level of payments and thereby not allowing a payment in full of their settled claim, making also the point to the Director that the current financial situation of the shrimp fishermen of Lake Maracaibo was very difficult.

3.5.19 It was noted that, mindful of the concerns expressed by a number of delegations and of the lack of developments with regard to the withdrawal of the claims by the Republic of Venezuela, the Director's view was that the Fund should approach the Venezuelan authorities and other interested parties to search for a global solution of all significant outstanding issues with a view to presenting a proposal to the Administrative Council at the earliest possible date.

3.5.20 The Council noted that a difference of opinion existed between the parties as to the cause of the incident. It was noted that the shipowner and his insurer, Assuranceföreningen Gard (Gard Club) had taken the position that the incident and the resulting pollution had been due to the fact that the Maracaibo Channel was in a dangerous condition due to poor maintenance. It was recalled that

the Fund had in the criminal proceedings provisionally taken the position that the damage had been principally caused by negligence imputable to the Republic of Venezuela. It was also noted that the Venezuelan authorities had indicated that the Maracaibo Channel had been in good condition and that there had been no contributory negligence on the part of INC, the agency of the Republic of Venezuela responsible for the maintenance of the channel.

3.5.21 It was noted that the Director had examined documentation concerning the cause of the incident provided by the shipowner and the Gard Club and by the Venezuelan authorities but that the 1971 Fund had not yet taken a final position. It was noted that in the context of a global solution the cause of the incident had to be addressed.

3.5.22 The Council noted the proposal by the Director on a possible global solution which should include:

- Resolution of the difference of opinion between the parties concerning the cause of the incident,
- Resolution of the claim submitted by the Republic of Venezuela in the Civil Court of Caracas,
- Declaration by the Venezuelan Courts that the criminal action against the master is time-barred and as a result the claim for compensation against the master, the shipowner and the Gard Club subsidiary to the criminal action is of no effect,
- Payment of the balance of all outstanding settled claims, which would amount to some $8.5 million (£4.5 million),
- Return of the guarantee provided by the shipowner to the Criminal Court in Cabimas (paragraph 3.5.10)

3.5.23 The point made by the Director was noted that a global solution might not include the claims by the three fish processors (see paragraph 3.5.7) since the claimants had failed to demonstrate that they had suffered a loss as a result of the incident and that these claims might have to be opposed before the courts in the normal manner.

3.5.24 The Council noted that in the event that a global solution incorporating the elements mentioned above were to be agreed, the total exposure of the 1971 Fund would be $54.5 million (£28.5 million), calculated as follows:

Claimant	**Category**	**US$**	**Status**
Three fish processors	Loss of income	$30 000 000	In court
PDVSA	Clean up	$8 364 222	Settled
Fishermen / processors	Loss of income	$16 033 389	Settled
Other claims	Property damage & income loss	$181 000	Settled
Total		**$54 578 611**	

3.5.25 It was recalled that the maximum amount available for compensation was Bs39 738 million or $83 221 800 (£44 million) and that provided such a global solution were to be agreed, payment in full of the settled claims would be possible.

3.5.26 It was recalled that in September 2001 the Procuradora General de la Republica (Attorney General) in a letter to the Director had offered to withdraw the claim submitted by the Republic of Venezuela in the Civil Court of Caracas (see paragraph 3.5.7) subject to the master, the shipowner and the Gard Club renouncing to take recourse action against the Republic of Venezuela and that this, in the Director's view, seemed to indicate that the Republic of Venezuela was prepared to search for a global solution of all outstanding issues arising from this incident.

3.5.27 The Venezuelan delegation stated that it agreed in principle with the proposal by the Director to search for a global solution. However, in that delegation's view, the situation had become very complicated as a result of the mismanagement of the incident from the beginning. That delegation further stated that it did not agree with some of the points raised in the document. The point was made by that delegation that it had been established by the Venezuelan Courts that the *Nissos Amorgos* had grounded outside the Maracaibo Channel, that the ship had not been properly managed, that the master, who had ignored the advice of the pilot, was to blame for the incident, and that there was no negligence on the part of the Venezuelan authorities. The Venezuelan delegation did not accept that the judgement by the Criminal Court of Cabimas against the master was null and void. The Venezuelan delegation also stated that the Cabimas Court had established that the maximum amount payable under the Conventions (60 million SDR) was Bs39 738 million or US$83.2 million, which in document 71FUND/AC.13/7 had been given as corresponding to £44 million but should have been of £50 million. In that delegation's view, the conversion of the SDR should be adjusted to reflect the delay in payment of compensation. The Venezuelan delegation also stated that the pending claims by the three fish processors referred to in paragraph 3.5.24 could be disregarded since they were time-barred. That delegation further maintained that the goodwill of the Republic of Venezuela had been made clear in September 2001 when the Procuradora General de la Republica (Attorney General) had offered to withdraw the claim submitted by the Republic of Venezuela in the Civil Court of Caracas subject to the master, the shipowner and the Gard Club renouncing their right to take recourse action against the Republic. The Venezuelan delegation requested that the Director should be instructed to conclude an agreement with the Republic of Venezuela to the effect that the Fund would not take any recourse action against the Republic.

3.5.28 In reply the Director stated that it was the opinion of the Fund's Venezuelan lawyers that the judgement by the Criminal Court of Cabimas against the master was null and void and that the action against the master was time-barred. He added that the defence of time bar could only be invoked by the master, and that in any event the master could not invoke that defence until the criminal file had been returned by the Supreme Court to the Maracaibo Court of Appeal. The Director also stated that as regards the cause of the incident there was a difference of opinion between the Venezuelan Government and the Fund and that this issue had to be addressed in the context of any discussions during the search for a global solution. The Director further stated that the maximum amount of compensation available under the Conventions had been fixed by the Cabimas Court in US dollars and that there was no possibility under the Conventions of adjusting this. He added that the figures given in Fund documents in pounds sterling were merely for illustrative purposes based on the exchange rate at the time of issuing a particular document and therefore had no relevance in relation to the total amount payable.

3.5.29 A number of delegations expressed their regret that it was those claimants who were most in need of full compensation that were suffering because of the legal difficulties arising from the incident. Those delegations stated that their concerns had been amply demonstrated by the decision of the Administrative Council to convene a special session in July 2003 for the sole purpose of finding a way of alleviating the suffering of those claimants, which had resulted in the decision to increase the level of payments from 40% to 65%. Those delegations further stated their willingness to continue to try and resolve the remaining difficulties and to that extent supported in principle the proposal to seek a global solution.

3.5.30 A large number of delegations supported the proposal by the Director that he should be instructed to approach the Venezuelan authorities and other interested parties to search for a global solution of all outstanding issues as set out in paragraph 3.5.22.

3.5.31 Some delegations, whilst generally supportive of the idea of a global solution, noted that the 1971 Fund had still not reached a final conclusion on the cause of the incident and that this had prevented the Administrative Council from taking a decision on whether or not to pursue a recourse action against the Republic of Venezuela. Those delegations stressed that in searching for a global solution the Director was not authorised to abandon any recourse action.

3.5.32 A number of delegations stated that in view of the fact that the Director was not in a position to abandon a possible recourse action, or to settle the claim by the Republic of Venezuela for environmental damage, it was for the Republic to be more flexible with regard to its own claims, especially since continuing litigation would be only a waste of time and money.

3.5.33 One delegation proposed that the Fund, whilst not renouncing its right to claim against the Republic of Venezuela, should nevertheless increase the level of payment to 100% in the case of the settled claims. However, it was pointed out by a number of other delegations that this was impossible while the Fund faced claims in court such that the total amounts claimed and settled were in excess of the maximum amount available under the Conventions.

3.5.34 A number of delegations emphasised that although they supported the proposal to search for a global solution, the 1971 Fund could only act within the confines of the 1969 Civil Liability and 1971 Fund Conventions and that therefore the Fund had only limited flexibility. Several delegations pointed out that the claims by the Venezuelan Government were inadmissible and that the Fund had no scope for negotiation on this point.

3.5.35 The Director stated that as regards any instruction that the Administrative Council might give him he would, as always, act within the confines of the 1969 Civil Liability and the 1971 Fund Conventions and the policy decisions on the admissibility of claims taken by the governing bodies.

3.5.36 Following the substantive discussion on the Director's proposal the Venezuelan delegation read out a statement, which is reproduced in the Annex.

3.5.37 In summing up the discussion the Chairman stated that there had been overwhelming support for the Director's proposal by the Administrative Council, which was a remarkable achievement given the late submission of the document and the complex legal issues involved, which had required clarification from the Director and the Venezuelan delegation. He further stated that the discussion had demonstrated unanimous solidarity amongst Member States to try and reach a good solution within the legal framework of the Conventions.

3.5.38 The Administrative Council instructed the Director to approach, as a matter of urgency, the Venezuelan authorities and other interested parties to search for a global solution within the framework of the Conventions of all outstanding significant issues along the lines set out in paragraph 3.5.22.

3.5.39 The Chairman invited the Director to respond to the declaration made by the Venezuelan delegation referred to in paragraph 3.5.36. The Director stated that, in the light of the emphasis made throughout the earlier discussion for cooperation between all the parties involved placed by that delegation and by a number of other delegations, he was concerned by the sweeping allegations made in the statement at this late stage of the session which, in his view, were unjustified and unfounded. The Director emphasised that the 1971 Fund regretted that it had not been able to pay the settled claims in full and reiterated his sympathy with the shrimp fishermen of Lake Maracaibo. He stated that the 1971 Fund had been unable to make payments in full as a result of factors which were outside the Fund's control, in particular the complexities of the legal proceedings which had been brought in five different courts by various claimants, including the Republic of Venezuela. He suggested that it was neither the time nor the place for him to address the various points raised in the statement, in particular since many of them had already been dealt with in his explanation to the Council and in statements by a number of delegations.

3.5.40 The Director maintained that the 1971 Fund had, in the *Nissos Amorgos* case, as in all other cases, made every effort to pay compensation promptly to victims but that, as had been emphasised by a large number of delegations, the Fund could only do so within the framework of the 1969 Civil Liability and 1971 Fund Conventions. He made the point that, in order to enable the Fund to pay

compensation promptly, it was crucial that all parties involved took their responsibilities in the interest of the vulnerable victims.

3.5.41 The Director stated that he was very grateful for the huge support received from delegations for his proposal set out in paragraph 7.5 of document 71FUND/AC.13/7 to search for a global solution. He stated that he intended to work towards this end. He concluded by saying that progress could only be made if all parties cooperated since the 1971 Fund itself could only make a limited contribution to a global solution.

3.5.42 The Chairman stated that the declaration by the Venezuelan delegation was unprecedented in that in the past, whenever there had been strong disagreements regarding the Funds' handling of particular issues, these had always been made known in advance of sessions of the governing bodies so that they could be properly investigated by the Director and be given proper consideration by the governing bodies. In his view such matters should be submitted to the governing body in question in writing well in advance of the meeting in the form of a formal document. The Chairman stated that he also regretted the strong language that had been used by the Venezuelan delegation, since in his view, such expressions were not helpful when trying to resolve differences of opinion.

3.5.43 A number of delegations endorsed the Chairman's statement and expressed their disappointment and disquiet at the declaration by the Venezuelan delegation, especially since it contained serious allegations which, because of their late submission, prevented the Administrative Council from taking a position. Those delegations expressed the view that whilst they fully understood the frustrations of those in Venezuela, the declaration had undermined the considerable trust and goodwill of the members of the Administrative Council, some of whom had broken off their summer holidays in 2003 for the specific purpose of trying to resolve the difficulties faced by some of the claimants. Those delegations expressed disappointment that the decision by the Council to help those claimants had not been matched by any action on the part of the Republic of Venezuela.

3.5.44 A number of delegations stated that in spite of the allegations that had been made they continued to hold the highest regard for the honesty and integrity of the Director, the staff of the Secretariat and the Fund's advisers and expressed their full confidence in them. Those delegations remarked that the Organisation was strong and resilient and that it was important for it to put this unorthodox approach by the Venezuelan delegation behind it and to move on to try and settle the outstanding issues in a co-operative spirit, bearing in mind the necessary legal constraints imposed by the Conventions. It was stressed that the Director and the staff had always acted properly within the framework of the Conventions and in accordance with the policy decisions and instructions of the governing bodies, which reflect the views of Member States.

3.5.45 In concluding the discussion on the declaration by the Venezuelan delegation the Chairman stated that it was important to realise that any criticisms of the Fund should be seen as a criticism of the Member States and not of the Director and the Secretariat since it was the governing bodies of the Organisation that gave the Secretariat its instructions. He nevertheless expressed the hope that the declaration would not poison the atmosphere and that it would now be possible to rebuild a relationship of trust so that a satisfactory outcome could be achieved, since the only alternative would be to leave the matter for the courts to resolve.

3.5.46 The Venezuelan delegation stated that it had listened carefully to the views expressed by delegations and pointed out that it had never been the intention of the Government of the Republic of Venezuela or its national courts to act against the 1971 Fund, but it was inevitable that the Fund would become involved in the legal process. That delegation nevertheless stated that the Republic of Venezuela would do its part to try and reach an amicable global solution so as to avoid the need for further litigation.

3.5.47 The Chairman stated that the complexities of the Venezuelan legal process had given rise to international repercussions within the compensation regime by holding up progress in the payment of claims, in particular those of the fishermen in Maracaibo. He added that he hoped that through the good offices of the Venezuelan delegation and the appropriate Venezuelan authorities steps could be taken to break the impasse.

3.6 Lessons to be learned from the *Nakhodka* incident

3.6.1 The Administrative Council took note of the information contained in document 71FUND/AC.13/6 (cf document 92FUND/EXC.24/7) submitted by the Japanese delegation concerning the lessons learned from the *Nakhodka* incident.

3.6.2 The Council took note in particular of the Japanese delegation's proposal to unify the format of the claims documents other than the assessment reports and to modify the format in the Claims Manual to facilitate the understanding of the documents and the prompt claims handling. The Council also took note of the proposal to supplement the Claims Manual with examples of actual assessments to ensure uniformity in the assessments and assist victims in the presentation of their claims.

3.6.3 The Deputy Director stated that the document presented by the Japanese delegation had raised some interesting suggestions based on the lessons learned. He further stated that the settlement of all claims arising from an incident within three years of the date of the incident was a worthy goal, which the Fund had got close to achieving in respect of claims arising from the *Erika* incident, largely as a result of increasing the number of experts employed to assess claims. The Deputy Director also welcomed the suggestion to include examples of claims assessments in a future edition of the Claims Manual.

3.6.4 A number of delegations expressed their support for the concrete proposals made by the Japanese delegation on the basis of an objective review of the lessons learned. Those delegations also welcomed the positive response from the Secretariat on the suggestions put forward by the Japanese delegation, which could only be of benefit to claimants in the long run.

3.6.5 The Director was invited to submit a document to a future session of the Administrative Council with detailed proposals on how the Funds could implement the recommendations made by the Japanese delegation, for example through improvements in their internal procedures and changes to the next edition of the Claims Manual.

4 Any other business

No issues were raised under this agenda item.

5 Adoption of the Record of Decisions

The draft Record of Decisions of the Administrative Council, as contained in documents 71FUND/AC.13/WP.1 and 71FUND/AC.13/WP.1/Add.1, was adopted, subject to certain amendments.

* * *

ANNEX

Declaration of the Bolivarian Republic of Venezuela to the Honourable Delegates Members of the International Oil Pollution Compensation Fund, 1971.

Honourable Chairman and Delegates

During the course of the process regarding the *Nissos Amorgos* sinister, it has always constituted our attitude and our behaviour to address the Honourable Members of the Committee and the Fund with the utmost respect and personal, institutional and professional consideration as well.

It is not the intention of the Bolivarian Republic of Venezuela, Honourable delegates to consider ourselves adversaries against the Fund – since we are a part of it – as may have been unjustly interpreted or implied in past documents. Very much to the contrary within the grounds of a high, mature, professional and respectful debate, we have endeavoured our best efforts to assist and cooperate on an honourable solution to the *Nissos Amorgos* matter following the true sense granted to the Fund's institutional nature, which is no other than to indemnify the victims of any disaster – such as those of the *Nissos Amorgos* sinister – in the most immediate opportunity and effective manner.

Considering the solidarity that the States Members of the Fund have shown towards the victims of the *Nissos Amorgos* disaster, we reiterate our gratitude for the way the Fund and the honourable Delegates have attended our claims in representation of the victims. But this solidarity, Honourable Delegates, has also been duly corresponded and honoured in a reciprocal manner by our country, since it must be of your ample knowledge the efforts endeavoured by us in promoting meetings to look for real solutions to finally desist from all pending judicial actions in our local Courts. In the same manner, our affected nationals, the affected fishermen, have acted in favour of desisting from all kinds of actions to facilitate a definitive solution of the process to the Fund's full satisfaction, in addition of having withdrawn, from our local judicial and obscure scenario surrounding the *Nissos Amorgos* case, various law suits previously files at the moment of the sinister.

In this line of behaviour on our part, the fishermen, in spite of them being such a poor and dispossessed sector and the truly affected by this sinister but feeling committed towards this international institution, in a gesture of true solidarity, they paid out of part of the monies received as indemnity from the Fund so that other judicial actions filed against the Fund would be withdrawn or desisted from. Likewise let it be known by the Honourable Delegates of this Fund that the fishermen of the shrimp industry who were the only sector approved for indemnity from the Fund being numbered in approximately 400 artisan fishing *chalanas* (artisan fishing boats) in a gesture of true solidarity and social justice they decided that the amount to be received by them as indemnity would be equally shared among a number of 4000 *chalanas*, which is equivalent to an approximate amount of 16,000 artisan fishermen, due to the fact that the vast majority of them would not be recognised with a solid claim before the Fund for not counting on the appropriate marketing documentary supports.

The Venezuelan Delegation wishes to emphasise that as all of you probably know it is in the interest and institutional purpose of the Fund to attend and solve, with the outmost diligence, the claims of those affected by the *Nissos Amorgos* oil spill who constitute a community of hard working artisans who just cannot wait to see how their payment indemnity becomes illusory due to the unnecessary delays which cannot be imputed to them and which are neither – in an important manner – imputable to the Venezuela n Courts, as it has been wrongfully and reiteratively expressed or implied in this forum since the year 1997, having been the Bolivarian Republic of Venezuela qualified by some official documents as being negligent

and our Courts as having incurred in judicial retardation which are statements which we in this act and before this honourable Assembly, strongly and firmly deny and reject. As a contrast to the behaviour of Venezuela……

On November 20 2002, the Supreme Court of Justice of Venezuela decided in any way the *avocamiento* ie to assume the case under its jurisdiction, which was a matter pending for decision and which was requested and filed by the Fund based on accumulation of files, thus helping to solve the procedural disorder existing at that time in this process. However, the Fund now has opposed such judicial order in three different opportunities requesting such decision to be revoked in complete and absurd contradiction to what was decided in favour of the Fund's own request.

In a more dramatic sense, it constitutes a reason of high concern to our Delegation the content of the ultimate script filed by the Fund's representatives, which refers to a *Recourse of Revision* submitted before the Supreme Court of Justice in Venezuela. The same has been prepared in an unpolite context against the Magistrates of the Court and showing an open willingness to act in defence of the other Venezuelan Public Institutions in complete denial to the true institutional nature of the Fund and the purpose of its existence.

This Delegation considers that due care must be rendered to avoiding statements or concepts which may constitute a serious damage to the name of any Member States and Venezuela and its Jurisdictional institutions, especially our Supreme Court. The State's Attorney Office and the Representative of the Public Ministry trying to justify delays on a customary judicial retardation not imputable to Venezuelan Officers. Please be careful.

In spite of the fact that Venezuela has expressed that it is willing to desist of the actions, we have found that there seems to exist an attitude of threat by continuously pretending to file judicial actions against Venezuela. For this reason Venezuela has not perceived a clear and transparent intention on the part of the Fund and Club Gard regarding the non-filing of actions against Venezuela in total and complete contradiction with the initial meetings when it was clearly expressed that the Fund and Club Gard would not act in this manner.

The solution to this problem, Honourable Delegates, is this: it is necessary that this Committee decides to desist of all intentions to exert judicial actions against Venezuela as a result of the *Nissos Amorgos* case. In return, as a natural result of this positive step and as the Public Attorney's Office has proposed in the past, the Public Attorney's Office would only accept to desist of any actions against the Fund – as the Fund has requested – and the problem will be finalised an left behind. This position ahs been made of the knowledge of the Fund's Secretary Office by Official Letter issued by the Public State's Attorney Office of the Bolivarian Republic of Venezuela, dated August 3 2001 and it has not been submitted before this Committee in its true sense and scope.

It is also extremely important to point out that the legal term for the prescription of a judicial criminal process against the Captain of the *Nissos Amorgos* ended on the 28 August 2001. However, the Court must declare such prescription on request of the interested party. Honourable Delegates, more than two years have passed since that date of prescription term and the request for such declaration for prescription has not been filed for by the representatives of the Gard Club who has been responsible for the defence of the Captain of the *Nissos Amorgos.* This issue seriously affects the legal exposure of the personal human welfare of the Captain. Citizen of Greece, keeping him under a criminal qualification under Venezuelan Law, being it possible that the Captain be completely relieved from such a legal burden had the prescription been applied for in due time. But this is not all, Honourable Delegates,: Being the Criminal Liability in effect against the Captain, the Republic of Venezuela filed a subsidiary civil action against the Captain and the Shipowners and the Fund made itself party in this process as co-defendants. Had the criminal liability been declared

prescribed, the civil action would be left without any legal effect. This is also damaging the recognised victims of this sinister since the civil action for damages filed by the Republic of Venezuela , reaches the amount of US$ 60 million., affecting the level of payments of the Committee 1971 thus reducing the levels of payments and guarantees of indemnities in favour of the victims.

We truly believe, Honourable Delegates, that you were not aware - in detail – of the true circumstances which surround this case, for which we have considered it necessary to make a wide reference of the same in this Declaration, considering that it is clear to see that you have shown your sincere concern as a result of the Venezuelan State not desisting of their actions.

Finally, Honourable Delegates of the Committee, with due respect we believe this process is taking the wrong course and that now is the opportunity and that the time has come for your Excellencies and the Fund to deeply reflect on the next steps and contribute to an honourable and prompt solution for all parties involved which may result in the just compensation of the Venezuelan fishermen of the State of Zulia, in correspondence to the honourable institutional purpose of the Fund. You can count on our complete disposition to comply with your instructions, assist you in whatever you deem necessary and help you in the noble purpose of finalising this process and leave it behind.

Thank you Mr Chairman and Honourable Delegates