

DRAFT CMI QUESTIONNAIRE
on
The CMI Lex Maritima – The Gothenburg Draft
Responses of the Italian Maritime Association



Table

to facilitate MLA replies to the CMI Questionnaire on the CMI Lex Maritima – The Gothenburg Draft

	Please correct the references in the Draft to your national law where necessary	Please complete the references in the Draft to your national law where necessary	Please make substantiated suggestions to amend the Draft where you believe that it insufficiently reflects universally (or almost universally) accepted rules	Please state here which evidence you have added to your reply
Part 1 – Preliminary rules				
Rule 1				

Objective				
Rule 2 Definitions			The definitions of ship owner and ship operator in the draft do not correspond to the definitions contained in the Italian Code of Navigation. The Registered Owner is called 'proprietario', the Ship Owner is called 'armatore' while the Operator is a separate entity, different from the above (Art. 270 and ff.). We would suggest a review of the definitions at 6) and 7). We would suggest defining two terms: Registered Owner and Ship Owner, the latter being the entrepreneur who makes a ship into a business venture.	
Rule 3 Scope ratione navis		Note 20: Italy, Navigation Code, article 645; Yachting Code	It would be advisable to limit the scope of CMI	Art. 645. (Navi non soggette a

		(Legislative Decree, 18 July 2005, no. 171) (1) In Italy, article 645 Navigation Code does not allow the arrest or seizure of ships deployed for military or other non-commercial government functions. (2) Further, specific regulations are applicable to pleasure boats in accordance with the Yachting Code (Legislative Decree, 18 July 2005, no. 171).	Lex Maritima to commercial ships only.	pignoramento e a sequestro). Non possono formare oggetto di espropriazione forzata né di misure cautelari: a) le navi da guerra, comprese le navi in costruzione per conto della marina militare nazionale; b) le navi adibite alle linee di navigazione, dichiarate di preminente interesse nazionale dal ministro per le comunicazioni, se non sia intervenuta la autorizzazione del ministro medesimo; c) le navi adibite ai servizi pubblici di linea o di rimorchio della navigazione interna, se non sia intervenuta l'autorizzazione del ministro per le comunicazioni;
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				d) le navi e i galleggianti, pronti a partire o in corso di navigazione, purché non si tratti di debiti a causa del viaggio che stanno per intraprendere o che proseguono. La nave marittima si reputa pronta a partire quando il comandante ha ricevuto le spedizioni, e la nave della navigazione interna quando il comandante di porto ha dato la relativa autorizzazione.
Rule 4 Status of Principles				
Rule 5 Application of Principles				

Part 2 – Sources of maritime law				
Principle 1 Interpretation of maritime law			3) The maritime law should be interpreted taking into account its customary origin.	The positive law in shipping and maritime trade comes from customary institutions and traditional contractual clauses. Lefebvre – Pescatore – Tullio, Manuale di diritto della navigazione, XVI edizione, Milano 2022. Comenale Pinto, Il diritto della navigazione e dei trasporti nell'età digitale. Nihil novi sub sole e supra marem?, in Riv. Dir. Nav. 2020. Gaeta, Le fonti del diritto della navigazione, Milano 1965.

Principle 2 Maritime custom				
Part 3 – Ships				
Principle 3 Identification, nationality and flag		Note 54:Italy,Navigation Code art. 137Note 55:Italy,Navigation Code art. 140Note 58: Italy, Navigation Code art. 143 et seq.		
Principle 4 The law governing property interests		Note 62: Italy,Presidential Decree 21.2.1990 n. 66 art. 8 and 14		
Principle 5 Ownership and management			With reference to para (4), we would suggest the following amendment, maybe in a footnote: Italy acknowledges a difference between ownership and management of the ship. The shipowner (who is different from the ship manager) is“defined by the Navigation code (Article 265) as the person who assumes the operation of the ship. In this way, the dynamic moment of operation is distinguished from the static moment of ownership,	

			and the figure of the shipowner becomes the centre of imputation of all the relations pertaining to the operation of the ship, assuming the relative responsibilities. In concrete terms, the characterising element of the operation of the ship, of which the shipowner must in any case have the availability by virtue of a suitable title, must be traced back to the hiring and organisation of the nautical personnel that guarantees its operation, which takes place, first of all, through the appointment of the master and the hiring of the crew”.(See Navigation code art. 265 et seq. and Carbone S.M –Celle P. – Lopez de Gonzalo M.Il diritto marittimo attraverso i casi e le clausole contrattuali–Torino, 2024, pag 67 et seq.)	
Part 4 – Maritime responsibilities and liabilities				

Principle 6 Responsibilities of shipowners and ship operator		I	Please see our comments sub Rule 2	
Principle 7 The Rules of the Road				
Principle 8 The ship master				
Principle 9 The pilot				
Principle 10 Joint and vicarious liability of ship owner and ship operator		Italy (Navigation code, art. 274, liability of the ship operator)	See our comments sub Rule 2.	
Principle 11 General tonnage limitation		Italy introduced in its legal system the EU directive 2009/20/EC on the insurance of shipowners for maritime claims by Legislative Decree (d.lgs) n. 111/2012. The EU Directive refers to the 1976 LLMC Convention and 1996 Protocol, to which Italy has not adhered so far		

		and whose main provisions on tonnage limitation system have therefore been reproduced into the D.lgs 111/2012. Art. 7 of this law clearly refers to “general limit” of shipowner’s liability introducing the same tonnage limits of the IMO Convention and Protocol and art. 12 of D.lgs 111/2012 amended art. 275 of the Navigation Code (i.e. the main national rule dealing with the previous Italian system of limitation of shipowners liability) limiting its scope of application to ships under 300 tons only (and therefore excluding from the application of our previous limitation		
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		system all ships above 300 tons). As this national Law was supposed to just introduce the obligation of shipowners' insurance as per EU directive, it is not clear so far if and to which extent a general tonnage limitation system corresponding to LLMC Convention and Protocol is applicable in Italy through these national Law, which moreover does not reproduce any international provision on the procedure for limitation.		
Principle 12 Pollution liabilities				
Part 5 – Maritime contracts				
Principle 13 Freedom of maritime contract				

Principle 14 Bareboat charterparty			14(2) should be deleted. The sentence: “The positive maritime law or the contract may implement, inter alia, the following Principles:” is very carefully drafted and – as worded – it is a true statement. However, it introduces a list of principles (a word which should not be capitalised here) which may or may not be implemented by national laws and as such are not themselves Principles of the Lex Maritima. More specifically Italian law contains a few short, specific rules on bareboat charters applicable when the contract is regulated by Italian law (art. 376-383 Cod. Nav.). Alas, should a bareboat charter be concluded, the relationship between owner and charterer could only be regulated by such contract. In the absence of a written contract (a formality required by Italian law (Art. 377 Cod. Nav.), the	
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			Navigation Code would regulate the contract as a matter of law.	
Principle 15 Time charterparty			15(2) should be deleted for the reasons specified above. Italian law contains a few short, specific rules on time charters applicable when the contract is regulated by Italian law (Artt. 384-395 Cod. Nav.). However, should a time charterparty be concluded, the relationship between owner and charterer could only be regulated by such contract. In the absence of a written contract (a formality required by Italian law Art. 385 Cod. Nav.), the Navigation Code would regulate the contract as a matter of law.	
Principle 16 Voyage charterparty			16(2) should be deleted for the reasons stated above. Italian law contains a few short, specific rules on time charters applicable when the contract is regulated by Italian law (Artt. 384-395 Cod. Nav.). However, should a time charterparty be concluded, the relationship between owner and charterer could only be regulated	

			by such contract. In the absence of a written contract (a formality required by Italian law Art. 385 Cod. Nav.), the Navigation Code would regulate the contract as a matter of law.	
Principle 17 Contract for the carriage of cargo			17(3) should be deleted for the reasons stated above. Principle 17(3)(c) – Italian law contains no express prohibition related to deck cargo.	
Principle 18 Contract for the carriage of passengers			2) should be deleted for the reasons stated above.	

Part 6 – Maritime incidents

Principle 19 Collisions			This does reflect the general principles of the 1910 Convention, and the fault-based liability principle. [please see Chenell’s IWG on the revision to the 1910 Convention in which all IWG Members were in favour of keeping this principle unchanged – subject to future studies on MASS]. My only observation is that the order of the tekst has changed. I further note that the definition of ‘ship’ at p. 2(2) makes collision rules inapplicable to inland waterways vessels. The tekst does not deal with the difficult matter of damages.	
Principle 20 Salvage			1. It is not clear to me why only voluntary salvage is cited. This is probably due to the English law point on the difference between salvage and contractual salvage. This issue has now been resolved both under English Law and under the YAR. The discussion in the text re towage/salvage do not seem to me sufficient to justify the Principle as stated. I also note that there is no reference to the principle of	

			proportionality of the reward which seems to me a sound general rule. 2. At para (5) the text indicates the criteria of encouragement after the criteria ex art. 13.1 therefore inverting their order. I wonder whether this was voluntary a choice. 3. Point 1 and point 4 are linked and bear the same principle. I suggest to delete point 4 and to replace point 1 as follows: - 1: Voluntary assistance to a ship in danger constitutes a salvage operation; no salvage reward is due if the salvage operation has had no useful result. B. Renumber points 5 and 6 as points 4 and 5. 4. Add the following points: - 6: No remuneration is due from persons whose lives are saved. - 7: There is a duty to render assistance to any person in danger of being lost at sea. - 8: Without prejudice to what provided for by point 5, liability salvage is immaterial for the accrual	
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			and the determination of salvage reward.	
Principle 21 General average		The Italian Navigation Code regulates the matter, with not-mandatory rules, in Articles 469 -481.	1. Replace the second and third sentences of the second paragraph as follows: “The origins can be found in Antiquity and more specifically in the maritime law of the island of Rhodes; the earliest formulation known to us is that of the Roman Digest, which devotes its own regulation to the jettison, a typical case of general average, tracing it only in the name to the law of Rhodes. The principle was elaborated in maritime law compilations and statutes of the Middle age, beginning with the Rolls of Oléron in Northern Europe and the Ordinamenta of Trani up to the Consulate of the Sea in the Mediterranean basin, remaining unchanged in	A. Antonini, Avarie comuni, in Dizionario di diritto privato. Diritto della navigazione (a cura di M. Deiana), Milano, 2010, 64, where essential bibliographical indications, including, on the historical level, A. Lefebvre d'Ovidio, La contribuzione alle avarie comuni dal diritto romano all'ordinanza del 1681, in Riv. dir. nav., 1935, I, 136 and A. Antonini, L'obbligazione contributiva nelle avarie comuni, I, Premesse storico -

			its essence until today.”2. Replace the final part of the third sentence of the second paragraph as follows: “[...] transport contracts, charterparties and bills of lading.”3. After the third to last sentence of the third paragraph, subject to any adaptation thereof, add the following: “It is to be considered whether the clause “General Average to be adjusted according to York Antwerp Rules” can be considered as a usage clause allowing the application of the same even if not included in some of the contracts relating to the common maritime adventure.” 2. Please note that normally charter parties and bills of lading refer to York / Antwerp Rules 1994. Reference to the “most common applied” is not clear.	dogmatiche, Milano, 1983.
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Principle 22 Wreck removal	Not applicable as no reference to Italian Law is made in the Draft.	Paragraph 1 No reference to Italian Law would be appropriate at footnote 211 COMMENT No express legal definition of “wreck” (It. “relitto”) is provided by Italian law. However, according to Article 73, paragraph 1, of the Code of Navigation, only a ship which has sunk would be subject to the wreck removal discipline laid down by such provision, whereas a stranded vessel would not. In this perspective, the notion of wreck and the related regulation that can be derived from Article 73 above are partially different and narrower in their scope as compared to those of the Convention as well as to those laid down by Principle 22.1, which therefore appears to be not entirely consistent with Italian Law to this extent. Paragraph 2 Item (a) Reference to Article 182 of the Code of Navigation can be made at footnote 212. COMMENT: Under Italian law the	Even if there are a number of differences between the Principle and the Italian regulation of wreck removal as outlined in the previous comment, the Principle seems to adequately reflect universally (or almost universally) accepted rules. The only suggested amendment is to specify at item (b) of paragraph 2—although perhaps already implicit in it—that the determination on whether a wreck constitutes a hazard is remitted to the competent authorities. Suggested rewording of item (b) of paragraph 2: “The shipowner or ship operator shall remove a wreck determined by the competent authorities to constitute a hazard”.	-Article 73, Code of Navigation; -Article 84, Code of Navigation; -Article 182, Code of Navigation; -Article 90, Regulation for the Enforcement of the Code of Navigation; -Article 92, Regulation for the Enforcement of the Code of Navigation.
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		ship master is obliged to report to the harbour master or to the consular authority any extraordinary event occurred during the sea voyage which affects the ship, the persons onboard or the goods (Article 182 of the Code of Navigation). A maritime casualty resulting in a wreck would squarely fall within the scope of application of this provision. Item (b) Reference can be made to Article 73, paragraphs 1 and 2, of the Code of Navigation and to Article 90, paragraphs 1 and 2, of the Regulation for the Enforcement of the Code of Navigation at footnote 213 COMMENT: It should however be noted that the obligation to remove a wreck (within the meaning of Article 73 of the Code of Navigation quoted above; i.e. a sunk ship) shall arise on the basis, and as a consequence, of an express order to this extent issued by the competent maritime authority. Such order may be issued: (i) in any event, if the ship has sunk in a port, a roadstead or a canal; (ii) only if, in the judgement of		
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		the competent maritime authority, the wreck poses a danger or obstacle to the navigation, when she has sunk in a different area within the territorial sea (Article 73, paragraph 1, of the Code of Navigation). Therefore, it would seem that an obligation to remove a wreck would not arise: (i) ex se as a mere consequence of the sinking of the ship, if there is no order from the maritime authority, or (ii) if the ship has sunk within the territorial sea but in an area which is not either a port, a roadstead or a canal, without constituting a danger or an obstacle to the navigation. The party to whom such order of the maritime authority may be addressed, and that therefore may be aggrieved with the removal obligation, is only the registered owner of the ship (Article 73, paragraphs 1 and 2, of the Code of Navigation; Art. 90, paragraphs 1 and 2, of the Regulation for the Enforcement of the Code of Navigation). Item (c) Reference to Article 73, paragraph 4, of the Code		
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		of Navigation and Article 92 of the Regulation for the Enforcement of the Code of Navigation can be made at footnote 214. COMMENT: Without prejudice to what stated above with regard to item (b) about the fact that the only party obliged to the removal according to Italian Law would be considered to be the registered owner of the sunk ship, the principle stated at item (c) is consistent with the position under Italian Law (see Article 73, paragraph 4, of the Code of Navigation; Article 92 of the Regulation for the Enforcement of the Code of Navigation). Item (d) Reference to Article 73, paragraph 4, of the Code of Navigation and Article 92 of the Regulation for the Enforcement of the Code of Navigation can be made at footnote 215. COMMENT: Under Italian Law, no exception is envisaged to the liability of the registered owner of the ship in respect of the costs related to her removal (see Article 73, paragraph 4, of the Code of Navigation). The reimbursement		
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		of such expenses is therefore laid down as an absolute obligation which may be opposed by the debtor only by challenging the existence of the credit or its amount (Article 84 Italian Code of Navigation). However the registered owner may avail itself of the limitation of its liability, which, in case of vessels under 300 tons of gross tonnage, correspond to the value of the wreck recovered (Article 73, paragraph 4, of the Code of Navigation and Article 92 of the Regulation for the Enforcement of the Code of Navigation).		
Part 7 – Maritime securities and time bars				
Principle 23 Preferential rights		Note 20: Italy, Navigation Code, article 645; Yachting Code (Legislative Decree, 18 July 2005, no. 171) (1) In Italy, article 645 Navigation Code does not allow the arrest or seizure of ships deployed for military or other non-commercial government functions. (2) Further, specific regulations are applicable to pleasure boats in	It would be advisable to limit the scope of CMI Lex Maritima to commercial ships only.	Art. 645. (Navi non soggette a pignoramento e a sequestro). Non possono formare oggetto di espropriazione forzata né di misure cautelari: a) le navi da guerra, comprese le navi in

		accordance with the Yachting Code (Legislative Decree, 18 July 2005, no. 171).		costruzione per conto della marina militare nazionale; b) le navi adibite alle linee di navigazione, dichiarate di preminente interesse nazionale dal ministro per le comunicazioni, se non sia intervenuta la autorizzazione del ministro medesimo; c) le navi adibite ai servizi pubblici di linea o di rimorchio della navigazione interna, se non sia intervenuta l'autorizzazione del ministro per le comunicazioni; d) le navi e i galleggianti, pronti a partire o in corso di navigazione, purché non si tratti di debiti a causa del viaggio che stanno per intraprendere o che
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				proseguono. La nave marittima si reputa pronta a partire quando il comandante ha ricevuto le spedizioni, e la nave della navigazione interna quando il comandante di porto ha dato la relativa autorizzazione.
Principle 24 Immobilization of ships		Note 222: Italy, Navigation Code, articles 643 et seq. and articles 682 et seq. ; Civil Procedure Code, articles 669-bis et seq. and art. 671. Note 224 : Italy, Navigation Code, articles 643 et seq. and articles 649 et seq. ; Civil Procedure Code, articles 474 et seq. and 483 et seq. Note 225 : Italy, Navigation Code, article 646. Note 228 : Italy, Civil Code, article 2756, para. 3.		(1) Art. 643. (Competenza). L'esecuzione forzata è promossa avanti il tribunale o il pretore, nella circoscrizione dei quali la nave o il galleggiante si trova, a seconda che oggetto ne siano navi maggiori ovvero navi minori o galleggianti. Il sequestro giudiziario e conservativo di navi o di galleggianti è autorizzato dai giudici competenti a norma

		Note 232 : Italy, Civil Procedure Code, articles 119 and 684 . (1) In Italy the arrest of ships is regulated by articles 643 et seq. and articles 682 et seq. Navigation Code to be combined with articles 669-bis et seq. and art. 671 Civil Procedure Code. Italy applies also the Arrest Brussels Convention 1952. Articles 643 et seq. and articles 649 et seq. Navigation Code, with the combined provisions of Civil Procedure Code (articles 474 et seq. and 483 et seq.), dictate the rules of a ship's seizure in execution or satisfaction of a judgment or other enforceable instrument with a view to a forced sale of a ship. Administrative detention of a ship is governed by article 646 Navigation Code. (2) In Italy, in principle, where the Arrest 1952 Convention is not applicable, ships may be arrested to secure also claims different from maritime claims in accordance with the provisions of Civil Procedure Code.		del codice di procedura civile. - Art. 644. (Oggetto dell'espropriazione e delle misure cautelari). Salve le eccezioni contemplate nell'articolo seguente, possono formare oggetto di espropriazione forzata e di misure cautelari le navi e i galleggianti, i loro carichi e le loro pertinenze separabili. Se oggetto di espropriazione forzata e di misure cautelari sono carichi di navi, il giudice competente può, sentiti i comproprietari non debitori, autorizzare il pignoramento o il sequestro dell'intera nave, quando la quota del proprietario
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		However, unlike for maritime claims listed in either article 552 Maritime Code and/or article 1 of Arrest 1952 Convention, to be granted a ship's arrest under the provisions of Civil Procedure Code claimants must give evidence also of the requirement of "<i>periculum in mora</i>". (3) Pursuant to articles 119 and 684 Civil Procedure Code and article 5 of Arrest 1952 Convention, in Italy the competent judicial authorities may permit the release of an arrested ship if sufficient security is given for the release of the ship.		debitore eccede la metà; in tal caso, il diritto spettante ai comproprietari non debitori sui carati ad essi appartenenti è convertito nel diritto alla corrispondente parte del prezzo di aggiudicazione ed è esente da ogni concorso alle spese delle procedure esecutive e cautelari. - Art. 682. (Provvedimento di autorizzazione). Il provvedimento di autorizzazione a procedere a sequestro giudiziario o conservativo deve contenere: 1) il divieto al proprietario debitore di disporre della nave o dei carati senza ordine di giustizia;
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				2) l'intimazione al comandante di non far partire la nave, e, se si tratta di nave in corso di navigazione, di non farla ripartire dal porto di arrivo; 3) gli elementi di individuazione della nave o del galleggiante, cui si riferisce l'autorizzazione. - Art. 649. (Giudice dell'esecuzione). L'espropriazione è diretta da un giudice. Nei procedimenti avanti il tribunale la nomina del giudice dell'esecuzione è fatta dal presidente, su presentazione, a cura del cancelliere, del fascicolo di cui al terzo comma dell'articolo 653, entro due giorni
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				da che è stato formato. Nei procedimenti avanti le preture delle quali fanno parte più magistrati, la nomina è fatta dal pretore dirigente a norma del comma precedente. Si applicano al giudice dell'esecuzione gli articoli 174 e 175 del codice di procedura civile. - Art. 646. (Provvedimenti per impedire la partenza della nave). Il giudice competente a sensi dell'articolo 643, e, ove ricorra l'urgenza, il comandante del porto, o l'autorità di polizia giudiziaria del luogo, nel quale si trova la nave, possono prendere i
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				provvedimenti opportuni per impedire la partenza della nave. (2) Judgment of Tribunale di Genova, 03/12/1994 (<i>Diritto Marittimo</i>, 1996, 480): <i>“Il sequestro conservativo di una nave richiesto dal proprietario della merce, a garanzia del suo credito extracontrattuale nei confronti del vettore non è regolato dalla Convenzione di Bruxelles del 1952 ma dalle norme interne italiane e per la sua concessione sono pertanto richiesti i presupposti del "fumus boni iuris" e del "periculum in mora"”.</i> (3) Art. 119. (Imposizione di cauzione).
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				Il giudice, nel provvedimento col quale impone una cauzione, deve indicare l'oggetto di essa, il modo di prestarla, e il termine entro il quale la prestazione deve avvenire. - Art. 684. (Revoca del sequestro). Il debitore può ottenere dal giudice istruttore, con ordinanza non impugnabile, la revoca del sequestro conservativo, prestando idonea cauzione per l'ammontare del credito che ha dato causa al sequestro e per le spese, in ragione del valore delle cose sequestrate.
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Principle 25 Time bars		Note 234 : Italy, Civil Code, articles 2964 et seq., 2934 et seq. ; Navigation Code, articles 383, 395, 418, 438, 481, 500, 509, 547 etc. (1) In Italy the general provisions in the matter of time bar of rights of actions are contained in articles 2964 et seq. Civil Code. (2) On the other side, articles 2934 et seq. of same Code provide the general regulations related to the extinction of substantive rights by limitation if they are not exercised in a certain period of time. In particular, article 2946 Civil Code provides for a general statute of limitation (<i>prescrizione</i>) of 10 year, but shorter limitation periods are prescribed for specific substantive rights (viz. articles 383, 395, 418, 438, 481, 500, 509, 547 etc. Navigation Code). The limitation period can be suspended by reasons determined by law (article 2941 Civil Code) or interrupted on the initiative of the holder of the right (article 2943 Civil Code).		(1) Art. 2964. (Inapplicabilità di regole della prescrizione). Quando un diritto deve esercitarsi entro un dato termine sotto pena di decadenza, non si applicano le norme relative all'interruzione della prescrizione. Del pari non si applicano le norme che si riferiscono alla sospensione, salvo che sia disposto altrimenti. (2) Art. 2934. (Estinzione dei diritti). Ogni diritto si estingue per prescrizione, quando il titolare non lo esercita per il tempo determinato dalla legge.
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				Non sono soggetti alla prescrizione i diritti indisponibili e gli altri diritti indicati dalla legge. - Art. 2946. (Prescrizione ordinaria). Salvi i casi in cui la legge dispone diversamente, i diritti si estinguono per prescrizione con il decorso di dieci anni. - Art. 2941. (Sospensione per rapporti tra le parti). La prescrizione rimane sospesa: 1) tra i coniugi; 2) tra chi esercita la responsabilità genitoriale di cui all'articolo 316 o i poteri a essa inerenti e
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				le persone che vi sono sottoposte; 3) tra il tutore e il minore o l'interdetto soggetti alla tutela, finché non sia stato reso e approvato il conto finale, salvo quanto è disposto dall'art. 387 per le azioni relative alla tutela; 4) tra il curatore e il minore emancipato o l'inabilitato; 5) tra l'erede e l'eredità accettata con beneficio d'inventario; 6) tra le persone i cui beni sono sottoposti per legge o per provvedimento del giudice all'amministrazione altrui e quelle da cui l'amministrazione è esercitata, finché non sia stato reso e
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				approvato definitivamente il conto; 7) tra le persone giuridiche e i loro amministratori, finché sono in carica, per le azioni di responsabilità contro di essi; 8) tra il debitore che ha dolosamente occultato l'esistenza del debito e il creditore, finché il dolo non sia stato scoperto. - Art. 2943. (Interruzione da parte del titolare). La prescrizione è interrotta dalla notificazione dell'atto con il quale si inizia un giudizio, sia questo di cognizione ovvero conservativo o esecutivo.
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				È pure interrotta dalla domanda proposta nel corso di un giudizio. L'interruzione si verifica anche se il giudice adito è incompetente. La prescrizione è inoltre interrotta da ogni altro atto che valga a costituire in mora il debitore e dall'atto notificato con il quale una parte, in presenza di compromesso o clausola compromissoria, dichiara la propria intenzione di promuovere il procedimento arbitrale, propone la domanda e procede, per quanto le spetta, alla nomina degli arbitri.
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Are there other general principles of maritime law which your National Association would like to see included in the CMI Lex Maritima?

Does your National Association have any general comments on the CMI Lex Maritima?