

The Rotterdam Rules and the Problem of the Interpretation of Plurilingual Treaties

ABSTRACT

The United Nations Convention on Contracts for the Carriage of Goods Wholly or Partly by Sea (The “Rotterdam Rules”) was adopted by the UN General Assembly on 11 December 2008. In accordance with United Nations practice, the Convention was authenticated in six languages – Arabic, Chinese, English, French, Russian and Spanish.¹ Although the Convention is not yet in force, its adoption presents the maritime community with an issue that it has not previously encountered, namely the issue of the interpretation of plurilingual treaties.

There is a widespread belief that only the French text of the Hague Rules is authentic.² This paper questions the assumption that the sole official language of the Hague Rules is the French text and addresses the interpretative challenges posed by the adoption of the Rotterdam Rules in six “equally authentic” versions. Reference will be made to the rules of interpretation in Articles 31-33 of the 1969 Vienna Convention on the Law of Treaties with particular reference to Article 33 – Interpretation of treaties authenticated in two or more languages.

SPEAKER BIOGRAPHY

Paul Eden is a lecturer in law at the University of Sussex and (the outgoing) co-convenor of the SLS International Law Group. He previously taught at the universities of Cape Town and Leeds. Paul has published in the fields of international, commercial and criminal law. Publications include: “Plurilingual Treaties: Aspects of Interpretation” in Alexander Orakhelashvili and Sarah Williams (eds) *40 Years of the Vienna Convention on the Law of Treaties* (BIICL, 2010) 155-182, “Palestinian Statehood: Trapped between Rhetoric and *Realpolitik*” (2013) 62 *International and Comparative Law Quarterly* 225 – 239, “The Role of the Rome Statute in the Criminalization of Apartheid” (2014) 12 *Journal of International Criminal Justice* 171-191 and “The Practices of Apartheid as a War Crime – A Critical Analysis” (2013) 16 *Yearbook of International Humanitarian Law* (forthcoming).

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¹ United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (adopted 11 December 2008), Article 92(2).

² See *Jindal Iron & Steel Co Ltd v Islamic Solidarity Shipping Co Jordan Inc* (The Jordan II) [2004] UKHL 49; [2005] 1 WLR 1363 at para 18 “The French text is the authoritative language of the Hague Rules” (Lord Bingham). See also Stephen Girvin, *Carriage of Goods by Sea* 2 ed (2011) 253.