

I HEREBY CERTIFY that the attached document is a fair print of an Act entitled the Salvage of Derelict Wreck Act 1969 that has been made by Parliament and is now presented to the Speaker for his Certificate, under Article 47 of the Constitution.



Clerk of Parliament

19/12/1969.

Pursuant to Article 35 (3) and 47 of the Constitution, I, ITUBWA ALFRED AMRAM, Speaker of Parliament, HEREBY CERTIFY that the Salvage of Derelict Wreck Act 1969, a copy of which is attached, has been passed by Parliament.



Speaker

19/12/1969.

REPUBLIC OF NAURU

(No. 5 OF 1969)

AN ACT

To provide for the salvage of derelict wreck and for the appointment of a Receiver of Wreck for the Republic of Nauru.

(Certified 19/12/1969)

Be it enacted by the Parliament of Nauru as follows :-

1. This Act may be cited as the Salvage of Derelict Wreck Act 1969.

SHORT TITLE

2. (1) The Cabinet may on the recommendation of the Minister, appoint a person to be Receiver of Wreck for the Republic of Nauru to carry out the duties and functions vested in the Receiver by or under this Act.

APPOINTMENT OF RECEIVER

(2) The Receiver appointed under this section shall be a corporation sole under the name "the Receiver of Wreck for the Republic of Nauru", and shall have perpetual succession and shall be entitled to sue and liable to be sued in and by such corporate name and shall be capable of purchasing, holding, granting, demising, disposing of and otherwise dealing with real and personal property in such corporate name.

(3) The Receiver shall have a corporate seal in the form of a twelve pointed star containing the words "Receiver of Wreck Republic of Nauru" arranged around the words "Official Seal".

(4) The Receiver shall for the purposes of section 7 of this Act have an identification mark which shall be circular in shape and shall contain the words "Receiver of Wreck Republic of Nauru" arranged around the words "Identification Mark".

(5) All courts, judges and persons acting judicially shall take judicial notice of the seal and signature of the Receiver and of the identification mark of the Receiver.

3.  
RECEIVER TO  
HAVE FUND.

(1) The Receiver shall open and maintain an account to be known as "Receiver of Wreck of the Republic of Nauru Account" with a bank approved by the Minister and shall into such account lodge all moneys received under the provisions of this Act and shall disburse from such account all moneys properly payable by the Receiver under the provisions of this Act.

(2) On the opening of the account referred to in the preceding sub-section a sum of Two thousand dollars shall be paid into such account from the Treasury Fund which is charged accordingly.

(3) The said sum of Two thousand dollars shall be used by the Receiver for the discharge of working expenses requiring to be incurred under and by virtue of the provisions of this Act.

4.  
DUTY TO SALVE.

The owner, master and crew of every Nauruan vessel shall use their best endeavours to salve any wreck observed or found by them and apparently of the value of Five hundred dollars or more unless the salvage thereof would unduly interfere with the vessel's safety or schedule.

5.  
RULES TO BE  
OBSERVED BY  
PERSONS  
FINDING  
WRECK

(1) Upon the owner, master, crew or other persons on board any Nauruan vessel finding or taking possession of any wreck apparently of the value of Five hundred dollars or more the master of such vessel shall immediately cause such vessel to proceed with such wreck directly to a port or place in the Republic and there deliver the same to the Receiver or his agent.

(2) Any person -

- (a) who, being a master of a Nauruan vessel fails without lawful excuse of the kind hereinafter set out to comply with the provisions of subsection (1) of this section; or
- (b) who, being other than such a master, aids or abets a master in failing without lawful excuse of the kind hereinafter set out to comply with the provisions of subsection (1) of this section; or
- (c) who, being other than such a master, without lawful excuse of the kind hereinafter set out orders or otherwise causes or attempts to cause such a master not to comply with the provisions of subsection (1) of this section -

shall commit an offence against this Act and for each such offence shall be liable to a fine not exceeding One thousand dollars.

(3) If any person shall by threats or violence force or attempt to force a master of a Nauruan vessel not to comply with the provisions of subsection (1) of this section, he shall be liable to a fine not exceeding Five thousand dollars or imprisonment not exceeding five years or both.

(4) The only lawful excuse for not complying with the provisions of subsection (1) of this section shall be -

- (a) that to do so would involve the master or owner of the Nauruan vessel in breach of a material provision of a contract in writing entered into before the obligation imposed by subsection (1) of this section arose; or

- (b) that to do so would endanger the Nauruan vessel or the safety of any person on board her from perils of the sea; or
- (c) that to do so would add serious risk to the life of any person on board the Nauruan vessel by delaying such vessel obtaining medical attention; or
- (d) that to do so would involve a deviation from the course of a voyage being sailed in the course of carrying goods of or at the direction of the Republic or any corporation or instrumentality of the Republic or on a published schedule; or
- (e) that to do so would involve any person on board the Nauruan vessel in serious risk of injury; or
- (f) that the person relying on the defence of lawful excuse held an honest and reasonable belief in the existence of facts or circumstances which, if true, would have rendered his failure excusable.

(5) Proof of facts amounting to lawful excuse shall lie upon the defendant.

6.

RECEIVER  
TO TAKE  
POSSESSION

(1) Upon any wreck being delivered to the Receiver or his agent by a Nauruan vessel the Receiver shall take possession of such wreck as a trustee upon trust to deal with it in accordance with the provisions hereinafter appearing.

(2) Upon delivery to the Receiver or his agent by a Nauruan vessel of such wreck any lien which the owner, master or crew of such vessel had by virtue of salving such wreck shall cease and determine but in place of such lien the owner of the Nauruan vessel which delivered such wreck to the Receiver or his agent (which owner shall hereinafter be called "the salvor") shall have a charge on the wreck prior to its being vested in the Receiver pursuant to the provisions of this Act to secure his right to a reward for salvage and upon the Receiver vesting the wreck in himself pursuant to the provisions of this Act such charge shall cease but the salvor shall be entitled to payment of a salvage reward out of the proceeds of sale of such wreck in accordance with the provisions of this Act.

7.  
DECLARATION  
TO BE MADE  
BY MASTER,  
ETC.

(1) The master or owner of a Nauruan vessel which brings to a port or place in the Republic any wreck in accordance with the provisions of this Act shall complete and sign a declaration in or to the effect of the form in the First Schedule to this Act with respect to that wreck setting out the particulars relating to that wreck provided for in that Schedule and deliver such declaration to the Receiver or his agent at the same time as he delivers the wreck to the Receiver.

(2) If the owner of such a vessel is a corporation such declaration may be signed on the corporation's behalf by a director or secretary or other duly authorized agent of the corporation.

(3) Any person who makes or delivers to the Receiver a declaration of the kind referred to in subsection (1) of this section knowing the same to be false in any material respect shall commit an offence against this Act and shall be liable to a fine of Five hundred dollars.

8.  
RECEIVER TO  
MAKE  
INVENTORY

The Receiver or his agent shall inspect the wreck delivered to him pursuant to the provisions<sup>(b-2)</sup> of section 5 of this Act and place his identification mark on the wreck and cause an inventory thereof to be made in writing as soon as possible after delivery thereof to him and cause one copy of such inventory to be delivered to the salvor.

9.  
RECEIVER  
TO PROTECT  
WRECK

The Receiver shall take all reasonable steps to keep wreck delivered to him or his agent whilst it is in his custody or control safely and properly cared for and insured.

10.  
VESTING OF  
WRECK IN  
RECEIVER

(1) If the Receiver forms the opinion that any wreck in his possession or control -

- (a) is under the value of Five hundred dollars; or
- (b) is so much damaged or of so perishable a nature that it cannot with advantage be kept; or
- (c) is not of sufficient value to pay for warehousing or for safe and proper protection or insurance; or
- (d) is of such a nature or such a great value that it cannot conveniently be kept safely and properly protected in the Republic -

he may cause the same and all right title and interest of all persons therein to vest forthwith in himself under the powers given to him under this Act and from the time of the vesting thereof the Receiver shall be subject to the Act the sole legal owner thereof and shall thereafter deal with the same in accordance with the provisions of this Act.

(2) In any other case the Receiver shall cause the wreck in his possession or control to be kept safely in the Republic for a period of three months after publication of the advertisement referred to in section 11 hereof and if during such period no person establishes to the satisfaction of the Receiver that he is the true owner of such wreck

the Receiver shall upon the expiry of such period of three months cause the wreck and all right title and interest of all persons therein to vest in himself under the powers given to him under this Act and from the time of the vesting thereof the Receiver shall be the sole legal owner thereof and shall thereafter deal with the same in accordance with the provisions of this Act.

(3) Upon the Receiver vesting in himself pursuant to the provisions of this Act any wreck the rights of persons having any claims in respect thereof shall thereafter lie only against the proceeds of sale and shall not lie against the wreck itself.

11.  
ADVERTISEMENT

(1) Where any wreck is delivered to the Receiver or his agent pursuant to this Act he shall as soon as possible after such delivery (but not later than twenty-one days after such delivery) cause to be inserted an advertisement in or to the effect of the form in the Second Schedule hereto in a daily newspaper circulating -

- (a) if the wreck be a vessel or part thereof and her nationality is known, at her last port of registry; or
- (b) if the wreck be a vessel or part thereof and her nationality is unknown, in the City of London; or
- (c) if the wreck be goods and the original port of loading on the voyage on which they were abandoned is known, in that place; or
- (d) if the wreck be goods and the original port of loading on the voyage on which they were abandoned is unknown, but the intended port of discharge on that voyage is known, in the last mentioned place; or



(e) if the wreck be goods and neither the original ports of loading nor intended discharge on the voyage on which they were abandoned are known, then in a place where the Receiver believes there is a substantial international market in goods of the kind forming a substantial part of the wreck so delivered to him.

(2) Where the newspaper in which such advertisement is published is in a language other than the English language the advertisement shall be translated into and inserted in the language in which the newspaper is published.

(3) The Receiver shall insert in such advertisement the description of the wreck in the form in which it is set out in the declaration delivered to him pursuant to the provisions of section 7 unless it appears to him that such description is incorrect in any material particular, in which case he shall correct it.

12.

RELEASE OF  
WRECK TO  
TRUE OWNER

(1) If before the Receiver has vested wreck in himself pursuant to the provisions of this Act a person establishes to the satisfaction of the Receiver that he is the true owner thereof, the Receiver may deliver the wreck to the true owner provided that prior to such delivery being effected the true owner pays to the Receiver -

(a) the costs of Receivership, together with -

(b) thirty-six and two thirds percent of the value of the wreck after deducting therefrom the costs of Receivership

and provided that prior to such delivery being effected the true owner gives security for additional salvage reward in accordance with the provisions of subsection (3) of this section.

(2) The Receiver shall pay out of the sum referred to in paragraph (b) of subsection (1) of this section -

(a) as a handling fee to the Republic three and one-third per cent of the value of the wreck after deducting therefrom such costs of Receivership, and

(b) to the salvor on account of his reward for salving such wreck thirty-three and one-third per cent of the value of the wreck after deducting therefrom such costs of Receivership.

(3) The security to be given by the true owner of the wreck pursuant to the provisions of subsection (1) of this section shall be provided in such form as the Receiver shall direct and subject to the provisions of subsection (4) of this section, shall be equivalent in amount to the difference between thirty-three and one-third per cent and fifty per cent of the value of the wreck after deducting therefrom the costs of Receivership.

(4) The salvor may by notice in writing require the Receiver to obtain such amount of security as is specified in the notice being greater than the amount of security calculated in accordance with the provisions of subsection (3) of this section before releasing the wreck to the true owner, and if so required, the Receiver shall obtain such greater amount of security before releasing the wreck to the true owner, but the arbitrator in any arbitration under the provisions of subsection (6) of this section may award that the salvor do pay to the true owner of the wreck the cost of providing the security exceeding the amount of the additional salvage reward awarded by him or exceeding the amount of security to be provided under the provisions of subsection (3) of this section, whichever is the greater.

(5) The salvor and the true owner of the wreck may agree in writing that the wreck shall be released to the true owner after payment to the Receiver of the amounts referred to in subsection (1) without provision of security in accordance with the provisions of subsections (3) and (4) of this section and the Receiver shall then release the wreck without the provision of such security in accordance with the terms of such agreement.

(6) Except where an agreement referred to in subsection (5) of this section otherwise provides the question of what is the proper salvage reward (being at least thirty-three and one-third per cent of the value of the wreck after deducting therefrom the costs of Receivership) shall be referred to arbitration as hereinafter provided and upon the award of the arbitrator (or appeal arbitrator, if there be an appeal) being published the salvor shall be entitled to be paid out of the security the amount of the reward awarded by such arbitrator which exceeds thirty-three and one-third per cent of the value of the wreck after deducting therefrom the costs of Receivership together with the proportion of any interest earned on the security which is properly attributable to the amount payable to the salvor out of the security and the Receiver, after payment of such of the costs of the arbitration as are properly payable out of the security, shall release the balance of the security to the true owner of the wreck.

(7) If the true owner of the wreck fails to make payments and provide security in accordance with the provisions of subsections (1) to (4) of this section upon request by the Receiver, the Receiver may vest the wreck in himself and then deal with the wreck and the proceeds of sale thereof as if the true owner had established to the satisfaction of the Receiver that he was the true owner thereof only after the wreck had been vested in the Receiver.

13.  
VESTING DEED

(1) Where the Receiver is entitled to vest wreck in himself pursuant to the provisions of this Act he shall do so by executing under his official seal a vesting deed in or to the effect of the form set out in the Third Schedule to this Act and upon such execution thereof all rights in and claims against the wreck by the true owner, and by the salvor shall be divested and the Receiver shall become the legal owner of such property free from all encumbrances and the true owner of the wreck and the salvor shall thereafter have rights against the Receiver only in respect of the proceeds of sale of the wreck which shall be dealt with as hereafter appearing.

(2) The Receiver shall hold the copy of the vesting deed in accordance with the Third Schedule to this Act marked "Original" as evidence of such vesting and shall deliver the copy marked "Duplicate" to the salvor and shall use the copy marked "Triplicate" as may be necessary in complying with the requirement of section 14 of this Act.

14.  
SALE OF WRECK  
AND PAYMENTS  
TO BE MADE OUT  
OF PROCEEDS

After vesting the wreck in himself the Receiver shall take all reasonable steps to sell the wreck by public auction or private treaty in one lot or in several lots for the best price reasonably obtainable in any suitable place within the Republic or elsewhere with reasonable expedition and he shall deal with the proceeds of sale in the following order -

- (i) he shall pay or reimburse himself for the costs of Receivership;
- (ii) he shall pay to the Republic a handling fee of three and one-third per cent of the proceeds of sale after deducting therefrom the costs referred to in paragraph (i) of this section;

- (iii) he shall pay to the salvor on account of his entitlement to a reward for salving it thirty per cent of the proceeds of sale after deducting therefrom the costs referred to in paragraph (i) of this section;
- (iv) he shall invest the balance of the proceeds -
  - (a) in securities of, or guaranteed by, the Commonwealth of Australia or a State thereof;
  - (b) on fixed deposit with a bank approved by the Minister; or
  - (c) in such other manner as the Cabinet approves.

15.

PAYMENT OUT  
OF BALANCE  
IF OWNER DOES  
NOT ESTABLISH  
CLAIM

Subject to the provisions of section 26 of this Act, upon the expiry of one year from the date upon which the wreck was delivered to the Receiver, if no person claiming to be the true owner of the wreck has by that time established that he is the true owner of the wreck within the meaning of this Act to the satisfaction of the Receiver, the Receiver shall pay out the balance of the proceeds of sale of the wreck and the interest earned thereon pursuant to an investment made under section 14 of this Act after deducting any costs of Receivership not already taken into account in the distribution under that section as follows:

- (i) as to ten per cent thereof, to the Republic;
- (ii) as to ninety per cent thereof, to the salvor as additional reward for his salvage services in respect of the wreck -

and no proceedings shall be brought thereafter against the Republic or the Receiver or any other person by the true owner or any person claiming under him or any other person claiming an interest in the wreck in relation to the wreck or the proceeds of sale thereof.

16.

PAYMENT OUT OF  
BALANCE IF  
OWNER  
ESTABLISHES  
CLAIM

If within the period of one year from the date upon which the wreck was delivered to the Receiver, but after the wreck has been vested in the Receiver, a person establishes to the satisfaction of the Receiver that he was the true owner thereof, the Receiver shall pay out the balance of the proceeds of sale of the wreck and the interest earned thereon pursuant to an investment made under section 14 of this Act after deducting therefrom any costs of Receivership not already taken into account in the distribution under that section as follows:

- (a) If the salvor agrees to accept as his total salvage reward thirty-three and one-third per cent of the net proceeds of sale, the Receiver shall pay to the salvor such further sum as when added to the sum already paid to the salvor under that section will amount to thirty-three and one-third per cent of the net proceeds of sale and shall pay to him in addition the proportion of interest earned pursuant to an investment made under that section which is properly attributable as the earnings of such further sum, and the Receiver shall pay to the true owner of the wreck the balance of the net proceeds of sale thereafter remaining and shall pay to the Republic the balance of the interest earned by the investment;
- (b) If the salvor and the true owner of the wreck signify to the Receiver in writing their agreement to the salvor receiving, as his total salvage reward, a specified percentage (being greater than thirty-three and one-third per cent) of the net proceeds of sale, the Receiver shall pay to the salvor such further sum as when added to the sum already paid to the salvor under that

section will amount to such specified percentage of the net proceeds of sale and shall in addition pay to him the proportion of interest earned pursuant to an investment made under that section which is properly attributable as the earnings of such further sum, and the Receiver shall pay to the true owner of the wreck the balance of the net proceeds of sale thereafter remaining and shall pay to the Republic the balance of the interest earned by the investment;

- (c) If the salvor does not agree to accept as his total salvage reward thirty-three and one-third per cent of the net proceeds of sale, and the salvor and the true owner of the wreck cannot agree on the salvor receiving as his total salvage reward a specified percentage greater than thirty-three and one-third per cent the question of what is the proper salvage reward (being at least thirty-three and one-third per cent of the net proceeds of sale) shall be referred to arbitration as hereinafter provided and upon the award of the arbitrator (or appeal arbitrator, if there be an appeal) being published the Receiver shall thereupon pay out the net proceeds of sale and interest in accordance with the provisions of paragraph (b) of this section treating the percentage of the net proceeds of sale awarded to the salvor by the arbitrator (or appeal arbitrator) as if it were a specified percentage agreed upon between the salvor and the true owner of the wreck.

17.

ARBITRATIONS

(1) An arbitration held under the provisions of sections 12 or 16 of this Act shall be held in London as nearly as may be in accordance with the rules and practice governing salvage arbitration under the provisions of the Standard Form of Salvage Agreement (No Cure - No Pay) approved by the Committee of Lloyds by an arbitrator (who shall be a person commonly sitting as an arbitrator in such salvage arbitrations) appointed by the Minister and any appeal from the award of such arbitrator shall be to an appeal arbitrator appointed by the Minister (who shall be a person commonly sitting as an appeal arbitrator in such salvage arbitrations, or, if no such person be available, a person, not being the first arbitrator, who commonly sits as an arbitrator in such salvage arbitrations) and any such appeal shall be conducted as nearly as may be in accordance with the rules and practice governing appeal arbitrations under the provisions of such Standard Form of Salvage Agreement.

(2) The arbitrator and appeal arbitrator shall express the salvage reward which they award as a percentage of the value of the wreck after deducting therefrom the costs of Receivership (in the case of an arbitration under the provisions of section 12 of this Act) or as a percentage of the net proceeds of sale of the wreck after deducting therefrom the costs of Receivership (in the case of an arbitration under section 16 of this Act) and the arbitrator and appeal arbitrator shall not take into account in their award the fact that the salvor has received any sum on account of his salvage reward although such payment shall be taken into account by the Receiver in adjusting any payments made by him pursuant to the award.

(3) Any such arbitration shall be governed by the law of the Republic and the salvor shall be treated as the only salvor by such arbitrator and appeal arbitrator and no apportionment of the award shall be made in such arbitration between the owner and the master or crew of the salvor's vessel.



(4) The minimum reward to which the salvor shall be entitled in respect of his salvage services to the wreck shall be thirty-three and one-third per cent of the value of the wreck after deducting therefrom the costs of Receivership (in the case of an arbitration under the provisions of section 12 of this Act) or thirty-three and one-third per cent of the net proceeds of sale of the wreck after deducting therefrom the costs of Receivership (in the case of an arbitration under the provisions of section 16 of this Act) but the arbitrator and appeal arbitrator shall not treat thirty-three and one-third per cent as necessarily a proper reward and may award such percentage (being not less than thirty-three and one-third per cent) as the arbitrator or appeal arbitrator shall consider just and proper in the circumstances of the case.

(5) The award of the appeal arbitrator, or, if there be no appeal, of the arbitrator shall bind the true owner and the salvor.

(6) The Cabinet may by regulations made hereunder make rules governing the conduct of arbitrations under this Act in amplification, or clarification of the provisions of this section or in variation of the provisions of subsection (1) of this section.

18.

POWER TO MAKE  
AGREEMENTS

(1) The Cabinet on behalf of the Republic may enter into such agreement as appears to it appropriate with any person or corporation for enabling or assisting the Receiver to carry out his duties hereunder or facilitating the achievement of the purposes of this Act or facilitating the discovery and recovery of wreck by any Nauruan vessel.

(2) The fee payable in consideration of such enablement or assistance to the Receiver shall be a charge against the amount payable to the Republic under the provisions of sections 12, 14 and 15 of this Act.

(3) Such fee shall not exceed three-tenths of the amount payable to the Republic referred to in the last preceding subsection.

(4) The amount of any fee payable under this section shall be deemed to have been appropriated from the revenue receivable under the provisions of this Act in connection with which the aforesaid enablement or assistance shall have been rendered to the Receiver.

19.

RECEIVER'S  
POWER TO  
DELEGATE

The Receiver may, with the approval of the Minister, delegate all or any of his powers (except this power to delegate) to another person or corporation.

20.

RECEIVER'S  
POWER TO  
EMPLOY EXPERTS

The Receiver may employ such experts, advisers and agents as are reasonably necessary to assist him in his duties under the provisions of this Act in respect of any particular wreck or the proceeds of its sale and may pay their reasonable remuneration for assisting him.

21.

ABSENCE OF THE  
RECEIVER FROM  
THE REPUBLIC

(1) The Receiver may appoint an agent to act on his behalf while he is absent from the Republic.

(2) If the Receiver should be absent from the Republic at the time at which it is anticipated wreck is to be delivered pursuant to the provisions of this Act and is of opinion that it is appropriate that he should personally carry out his duties of receiving delivery of the same and for that purpose returns to the Republic his costs and expenses of so doing and of his returning to the place from whence he came shall be costs of the Receivership and payable as such.

22.

AUDIT OF  
RECEIVER'S  
ACCOUNTS

(1) The Receiver shall keep proper books of account and records of his dealings with wreck which shall, in respect of each financial year, be audited by auditors approved by the Cabinet who shall inspect, audit and report upon the annual accounts and records of the Receiver and who shall thereafter submit the annual accounts and report thereon to the Minister.

(2) The Minister shall lay the annual accounts and the report thereon referred to in the preceding subsection before Parliament not later than one month after receiving the same.

23.  
MONEYS TO BE  
PAID AS THEY  
FALL DUE

The Receiver shall disburse moneys in his hands to the Republic and to other persons entitled thereto or as the Republic or such persons direct as and when they become entitled to receive the same pursuant to the provisions of this Act or any agreement made hereunder.

24.  
ACTIONS  
AGAINST THE  
RECEIVER

No action suit or proceedings shall be brought against the Receiver or any one acting as his delegate or agent or on his behalf (other than by the Receiver against such delegate or agent or person acting on his behalf) for anything done or omitted in carrying out functions under or pursuant to this Act except for fraud or misappropriation or breach of contract, or on any appeal under the provisions of section 26 or 27 of this Act.

25.  
ACTIONS BY  
THE RECEIVER

No action suit or proceeding shall be brought by the Receiver against the delegate or agent of the Receiver or a person acting on his behalf (being in each case a resident of, or an officer or employee of a resident of, the Republic) except for fraud, misappropriation or wilful default.

26.  
APPEAL BY  
PERSON  
CLAIMING TO BE  
TRUE OWNER

(1) If any person claiming to be the true owner of wreck submits a claim to the Receiver under the provisions of this Act and the Receiver refuses to allow such claim the Receiver shall serve notice of his refusal on the claimant and the claimant may appeal against such refusal to the Supreme Court by fourteen days notice of motion served upon the Receiver within twenty-eight days after notice of such refusal is served on the claimant, and on the return date of such notice of motion the Court may give such directions as are appropriate for the early disposal of the hearing of such motion.

(2) If the appellant on such motion proves that he is the true owner of the wreck within the meaning of this Act the Court shall direct the Receiver to admit the claim and thereupon the Receiver shall treat the claimant as if he had established to the satisfaction of the Receiver that he was the true owner of the wreck, but in any other case, such appeal shall be dismissed with costs.

(3) The Receiver, the salvor and the claimant shall be proper and necessary parties to such an appeal.

27.

APPEAL BY  
SALVOR

(1) If a person claiming to be the true owner of any wreck delivered to the Receiver under the provisions of this Act makes a claim to the Receiver under the provisions of this Act and the Receiver allows such claim, the Receiver shall serve notice of his allowance thereof on the salvor and the salvor may appeal against such allowance to the Supreme Court by fourteen days notice of motion served upon the Receiver within twenty-eight days after notice of such allowance is served upon the salvor and on the return date of such notice of motion the Court may give such directions as are appropriate for the early disposal of the hearing of such motion.

(2) If the person claiming to be the true owner of the wreck fails to prove on such motion that he is the true owner of the wreck within the meaning of this Act the Court shall direct the Receiver to disallow the claim and thereupon the Receiver shall treat the claim as if it had not been established to the satisfaction of the Receiver that the claimant was the true owner of the wreck and, if he has not already done so, the Receiver shall vest the wreck in himself and deal with the proceeds of sale of the wreck in accordance with the provisions of this Act as if the claimant had not established to the satisfaction of the Receiver that he was the true owner of the wreck and the costs of the salvor and the Receiver shall be payable out of the proceeds of sale of the wreck.

(3) The Receiver, the salvor and the claimant shall be proper and necessary parties to such an appeal.

(4) Upon the service of such notice of motion on the Receiver -

- (a) if he has not already vested the wreck in himself he shall not so vest it without the approval of the Court;
- (b) if he has already vested the wreck in himself he shall (unless he has already done so) take the steps and make the payments referred to in section 14 hereof but he shall not make any further or other payment out of the proceeds of sale of the wreck without the approval of the Court.

28.

REMOVAL OF  
WRECK AND  
DUTY THEREON

(1) When under the provisions of this Act wreck is -

- (a) delivered to the true owner thereof, or
- (b) sold and delivered to some person in the Republic

such true owner or such other person shall, unless exempted by the Minister in writing, within three months from the date of such delivery (as certified to by the Receiver) remove such wreck from the Republic and on failure to do so within the time limit specified shall be liable on conviction to a fine not exceeding Five thousand dollars.

(2) At the expiration of the time limit referred to in the preceding subsection customs duties shall be levied on any wreck brought to and remaining in the Republic.

(3) Save as is otherwise provided in this section no customs duties shall be levied on any wreck brought to the Republic under the provisions of this Act.

29.

RECEIVER MAY  
CONSULT SALVOR

The Receiver shall be entitled but not obliged to consult with the salvor as to any matter relating to the sale of the wreck or the investment of the proceeds of sale thereof and the Receiver shall be entitled, but not obliged, to follow the wishes of the salvor in relation thereto in so far as such wishes are not contrary to the provisions of this Act.

30.

SALVOR SOLELY  
ENTITLED TO  
SALVAGE

(1) The only person entitled to an award of salvage in respect of particular wreck under the provisions of this Act shall be the salvor and the Receiver shall be discharged from any liability to make any other payment in respect of a salvage under the provisions of this Act if he makes a payment in accordance with the provisions of this Act to such salvor or as such salvor in writing directs, or assigns.

(2) Such salvor may contract to pay the master or crew of the salvor's vessel or any other person the whole or part of any salvage reward received or receivable by him under the provisions of this Act.

31.

APPLICATION  
OF ACT

This Act shall only apply in respect of wreck taken possession of by a Nauruan vessel and the Wreck and Salvage Ordinance of 1902 of the Territory of Papua as adopted by the Laws Repeal and Adopting Ordinance 1922-1967 and the Merchant Shipping Act 1894-1906 as adopted by the Merchant Shipping Ordinance 1924-1967 shall not apply to wreck taken possession of by a Nauruan vessel and delivered to the Receiver under the provisions of this Act.

32.

SERVICE

Any notice directed or authorized to be served by or under the provisions of this Act shall be served either personally or by addressing, and posting (by airmail if the address is outside the Republic) by prepaid registered post a letter containing the notice and such service by post shall be deemed to have been effected on receipt thereof or fourteen days after the date of its posting, whichever period is the lesser.

33.

MAKING OF  
REGULATIONS

The Cabinet may make regulations as to the remuneration of the Receiver and any delegate or agent of the Receiver and in relation to the provision for the costs and expenses of the Receiver and/or of his delegate or agent in carrying out their functions under or pursuant to the provisions of this Act and may make other regulations not inconsistent with the provisions of this Act prescribing all matters necessary or convenient to be prescribed for carrying out and giving effect to this Act.

34.

DEFINITIONS

In this Act unless the contrary intention appears -

"costs of Receivership" in respect of particular wreck shall mean and include the costs and expenses incurred by the Receiver or for which the Receiver is liable in and about carrying out his duties in respect of that wreck and without prejudice to the generality of the foregoing in and about taking possession of, caring for, insuring, transporting, advertising and selling such wreck and in and about the investment of the proceeds of sale of such wreck and in and about the investigation and disposal of the claims of any person making a claim in respect of such wreck and in and about the conduct of an appeal to the Supreme Court under this Act in so far as such costs and expenses are not otherwise reimbursed to the Receiver and in and about recovering or attempting to recover any insurance moneys or damages for which any insurer or other person may be liable in respect of loss or damage to the wreck or any part thereof or loss or diminution of the proceeds of sale of such wreck or any part thereof and in and about the employment of any expert adviser or agent employed by the Receiver to act for assist or advise him in his duties and any costs and expenses of the kind referred to in subsection (2) of section 21 of this Act;

"financial year" means a period of not more than twelve months ending on the thirtieth day of June;

"the master" shall mean and include the duly appointed master of a vessel and any person who in fact exercises the functions of a master and any person on board or usually on board such vessel who has the control or power to control such vessel's movements;

"the Minister" means the member of the Cabinet responsible for the business of Industry and Island Development;

"Nauruan vessel" means a vessel registered in the Republic of Nauru;

"net proceeds of sale" of particular wreck shall mean the proceeds of sale of that wreck received or receivable by the Receiver after deducting therefrom the costs of Receivership but excluding any interest which may be earned by investment of such proceeds pursuant to any power to invest contained in this Act;

"the owner" in relation to a Nauruan vessel shall mean the person, persons or corporation registered as the owner of such vessel;

"proceeds of sale" of wreck shall include any insurance moneys damages or other compensation recovered by the Receiver in respect of any loss or damage to such wreck or part thereof or in respect of any loss or diminution in value of the proceeds of sale thereof;

"the Receiver" shall mean the Receiver of Wreck for the Republic of Nauru;

"the Republic" means the Republic of Nauru;



"salvor" in relation to particular wreck means the registered owner (at the time of such delivery) of a Nauruan vessel which delivers that wreck to the Receiver or his agent pursuant to the provisions of section 5 of this Act;

"the Supreme Court" means the Supreme Court of Nauru;

"true owner" in relation to wreck means the person who was the legal owner thereof at the time of its abandonment at sea or an assignee obtaining legal title from such legal owner through an express legal assignment or series of express legal assignments and if the legal owner or such an assignee is dead the legal personal representatives of the legal owner or such assignee as the case may be, but shall not include any person claiming to be the true owner by reason of any capture or seizure of wreck unless such claimant became legally entitled to such wreck by order of a competent Court of Prize before the abandonment thereof;

"vessel" includes any ship or boat or any other description of vessel used in navigation;

"wreck" shall mean wreckage, jetsam, flotsam, lagan and derelict (being either a vessel or part thereof or goods) found in the sea apparently abandoned by the true owner thereof.

FIRST SCHEDULE

SALVAGE OF DERELICT WRECK ACT 1969

DECLARATION UNDER SECTION 7

I,

of

being the master\*/owner\*/a director of the owner\*/a secretary of the owner\*/a duly authorized agent of the owner\*/ of the Nauruan vessel <sup>e</sup>

do solemnly declare that the said vessel did on the  
Ø day of 19 find and take possession of wreck at sea which was at the time of finding apparently abandoned by the true owner thereof and was not at such time in the possession of any person and that (I am unaware of) ± (I have set out below all I know as to) ± the name and whereabouts of the true owner of such wreck.

The description of the wreck is as follows:

Description

The information I have as to the name and whereabouts of the true owner is as follows: #

DATED this day of 19 .

Address of owner of vessel

\_\_\_\_\_  
Signature of Declarant.

- \* strike out whichever is not applicable
- e insert name of vessel
- Ø insert the correct date
- ± strike out words in brackets which are inapplicable
- # to be completed if the declarant has any information relating to the name or whereabouts of the true owner

SECOND SCHEDULE

SALVAGE OF DERELICT WRECK ACT 1969

ADVERTISEMENT UNDER SECTION 11

TAKE NOTICE that the Receiver of Wreck for the Republic of Nauru did on the                      day of                      One thousand nine hundred and                      take possession of derelict wreck pursuant to the provisions of the Salvage of Derelict Wreck Act 1969 and publishes this notice in accordance with the said Act. Any person claiming to be the true owner within the meaning of the said Act of such derelict wreck should lodge with the Receiver a claim in writing setting out his name and address and supported by all documentary or other evidence he relies on in accordance with the provisions of the said Act and within the time limit contained therein. A copy of the said Act may be inspected at the office of the Receiver of Wreck for the Republic of Nauru.

A limitation period of one year from the date referred to above within which the true owner must establish his claim applies by virtue of the provisions of the said Act.

The description of the wreck delivered to the Receiver under a declaration in accordance with the First Schedule of the Act is as follows:

Description

Receiver.

THIRD SCHEDULE

SALVAGE OF DERELICT WRECK ACT 1969

VESTING DEED UNDER SECTION 13

I, \_\_\_\_\_ the Receiver of Wreck  
for the Republic of Nauru duly appointed under the Salvage  
of Derelict Wreck Act 1969 hereby vest in myself as  
Receiver of Wreck the property described in the Schedule  
hereto pursuant to the provisions of the said Act.

IN WITNESS whereof I have hereunto set my hand and  
official seal on the \_\_\_\_\_ day of  
19 \_\_\_\_\_ .

THE SCHEDULE

1. Description of property -
2. Description of packages -
3. Marks -
4. Receiver's marks -

NOTE: This Vesting Deed and the Schedule thereto is  
issued in a set of three which are respectively  
marked "Original", "Duplicate", and "Triplicate".

This is the "

(\* Insert here "Original", "Duplicate" or "Triplicate"  
as the case may be).