

COUR INTERNATIONALE DE JUSTICE

RECUEIL DES ARRÊTS,
AVIS CONSULTATIFS ET ORDONNANCES

AFFAIRE DU DÉTROIT DE CORFOU

(FIXATION DU MONTANT DES RÉPARATIONS
DUES PAR LA RÉPUBLIQUE POPULAIRE D'ALBANIE
AU ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD)

ARRÊT DU 15 DÉCEMBRE 1949

1949

INTERNATIONAL COURT OF JUSTICE

REPORTS OF JUDGMENTS,
ADVISORY OPINIONS AND ORDERS

THE CORFU CHANNEL CASE

(ASSESSMENT OF THE AMOUNT OF COMPENSATION
DUE FROM THE PEOPLE'S REPUBLIC OF ALBANIA
TO THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND)

JUDGMENT OF DECEMBER 15th, 1949

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Le présent arrêt doit être cité comme suit :

*« Affaire du Détroit de Corjou, Arrêt du 15 décembre 1949 :
C. I. J. Recueil 1949, p. 244. »*

This Judgment should be cited as follows :

*“Corju Channel case Judgment of December 15th, 1949 :
I. C. J. Reports 1949, p. 244.”*

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INTERNATIONAL COURT OF JUSTICE

YEAR 1949

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1949
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General List
No. 1THE CORFU
CHANNEL CASE(ASSESSMENT OF THE AMOUNT OF COMPENSATION
DUE FROM THE PEOPLE'S REPUBLIC OF ALBANIA
TO THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND)

Assessment of amount of compensation due on account of acts involving the international responsibility of a State.—Objection to the Court's jurisdiction; res judicata.—Procedure in default.—Application and interpretation of Article 53 of the Statute.—Technical nature of the questions involved.—Warships.—Enquiry by experts.—Measure of compensation.—Documentary evidence.

JUDGMENT

Present: Acting President GUERRERO; Judges ALVAREZ, HACKWORTH, WINIARSKI, ZORIČIĆ, DE VISSCHER, Sir Arnold MCNAIR, KLAESTAD, BADAWI PASHA, KRYLOV, READ, HSU MO, AZEVEDO; M. EČER, Judge ad hoc; M. HAMBRO, Registrar.

In the Corfu Channel case (assessment of the amount of compensation),

between

the Government of the United Kingdom of Great Britain and Northern Ireland, represented by :

Sir Eric Beckett, K.C.M.G., K.C., Legal adviser to the Foreign Office, as Agent and Counsel, assisted by Sir Frank Soskice, K.C., M.P., Solicitor-General, as Counsel ;

and

the Government of the People's Republic of Albania, not represented,

THE COURT,

composed as above,

delivers the following judgment :

By a Judgment delivered on April 9th, 1949, in the Corfu Channel case (merits), the Court declared the People's Republic of Albania responsible under international law for the explosions which occurred on October 22nd, 1946, in Albanian waters, and for the damage and loss of human life that resulted therefrom to the United Kingdom of Great Britain and Northern Ireland (I.C.J. Reports 1949, p. 4).

In that judgment the Court decided that it had jurisdiction to assess the amount of compensation but stated that it could not do so in the same judgment, as the Albanian Government had not yet stated which items, if any, of the various sums claimed it contested, and as the United Kingdom Government had not submitted its evidence with regard thereto. The Court therefore stated that further proceedings on this subject were necessary and that the order and time-limits of these proceedings would be fixed by an order of the same date.

In this order, the Court, after noting that the Government of the United Kingdom had stated, in its Memorial of October 1st, 1947, the various amounts claimed by way of compensation, and after reserving the right of the Parties to avail themselves of the provisions of Article 68 of the Rules of Court, fixed, in accordance with Article 48 of the Statute, the following time-limits : June 25th, 1949, for the observations of the Albanian Government ; July 25th,

1949, for the reply of the United Kingdom Government, and August 25th, 1949, for the reply of the Albanian Government. Finally, the Court directed that further procedure, including the appointment of experts in case of agreement being reached by the Parties both as to the subject of the experts' opinion and as to the names of the experts, should be regulated by order of the President of the Court in this case.

On June 24th, 1949, the President of the Court made an order in which it was stated that by telegram, dated at Tirana, June 23rd, 1949, the Deputy-Minister for Foreign Affairs of Albania had asked for the extension of the time-limit for the presentation of the Albanian observations to July 1st, 1949, and that there was no reason for refusing that request. The President accordingly decided to extend the time-limits fixed by the Order of the Court of April 9th as follows: July 1st, 1949, for the observations of the Albanian Government; August 1st for the reply of the Government of the United Kingdom; September 1st for the reply of the Albanian Government.

In a letter dated June 29th, 1949, the Agent for the Albanian Government informed the Court that, in the opinion of his Government: "in accordance with the Special Agreement signed between the Agents of the People's Republic of Albania and of Great Britain, on March 25th, 1948, and presented to the Court on the same day, the Court had solely to consider the question whether Albania was, or was not, obliged to pay compensation for the damage caused to the British warships in the incident of October 22nd, 1946, and the Special Agreement did not provide that the Court should have the right to fix the amount of the compensation and, consequently, to ask Albania for information on that subject".

The United Kingdom Government filed its observations within the time fixed and invoked Article 53 of the Statute. The Albanian Government filed no reply or other document. The case became ready for hearing after September 1st, 1949, and the date of the commencement of the hearing was fixed for November 17th.

In a telegram dated November 15th, the Deputy-Minister for Foreign Affairs of Albania reasserted the opinion expressed in the Albanian Agent's letter of June 29th, and stated that the Albanian Government did not consider it necessary to be represented at the hearing.

At the public hearing on November 17th, the Court heard statements by Sir Eric Beckett, K.C., Agent, and Sir Frank Soskice, K.C., Counsel for the United Kingdom. The latter asked the Court to give judgment that the amount of compensation due was the

amount stated in the final submissions contained in the written Observations of the United Kingdom dated July 28th, 1949, namely :

in respect of H.M.S. <i>Saumarez</i>	£ 700,087
in respect of H.M.S. <i>Volage</i>	£ 93,812
in respect of deaths and injuries of naval personnel	£ 50,048
Total	<u>£ 843,947</u>

The Albanian Government was absent and made no submissions.

At the same sitting, after the Agent for the United Kingdom Government had been heard, the President announced that the Court had decided, in pursuance of paragraph 2 of Article 53 of the Statute, to examine the figures and estimates submitted by the United Kingdom Government, and, in conformity with Article 50 of the Statute, to entrust this investigation to experts as it involved questions of a technical nature.

In an Order dated November 19th, 1949, the Court appointed as experts Rear-Admiral J. B. Berck, of the Royal Netherlands Navy, and Mr. G. de Rooy, Director of Naval Construction, Royal Netherlands Navy, with instructions to "examine the figures and estimates stated in the last submissions filed by the Government of the United Kingdom regarding the amount of its claim for the loss of the *Saumarez* and the damage caused to the *Volage*". The Court fixed December 2nd as the time-limit for the filing of the experts' Report. This document was filed within the time fixed, and duly communicated to the Parties. A time-limit expiring on December 10th was given them for the submission of observations.

As some members of the Court had asked for certain explanations in regard to the Report, the experts, summoned to a meeting of the Court, replied on December 3rd to questions put to them. These replies were immediately communicated to the Parties.

The United Kingdom Government, by telegram dated December 6th, 1949, and confirmed by a letter of the same date, stated that it noted that the experts had come to the conclusion that the claim submitted by that Government might be taken as a fair and accurate estimate of the damage sustained and did not therefore wish to make any observations on the particular calculations of the experts.

On the expiry of the time-limit granted to the Parties for the submission of their written observations, a letter signed by

the Albanian Chargé d'Affaires in Paris, and dated December 10th, 1949, was handed to the Registrar of the Court. This letter asked for a change in the procedure instituted by the Court for the submission of observations and, failing that, for a prolongation of the appointed time-limit until December 23rd. The Court points out that it has given ample opportunity to the Albanian Government to defend its case; that, instead of availing itself of this opportunity, that Government has twice disputed the Court's jurisdiction in the present part of the proceedings, that it did not file submissions and declined to appear at the public hearing on November 17th. In those circumstances the Court cannot grant the request of the Albanian Government.

* * *

As has been said above, the Albanian Government disputed the jurisdiction of the Court with regard to the assessment of damages. The Court may confine itself to stating that this jurisdiction was established by its Judgment of April 9th, 1949; that, in accordance with the Statute (Article 60), which, for the settlement of the present dispute, is binding upon the Albanian Government, that Judgment is final and without appeal, and that therefore the matter is *res judicata*.

The position adopted by the Albanian Government brings into operation Article 53 of the Statute, which applies to procedure in default of appearance. This Article entitles the United Kingdom Government to call upon the Court to decide in favour of its claim, and, on the other hand, obliges the Court to satisfy itself that the claim is well founded in fact and law. While Article 53 thus obliges the Court to consider the submissions of the Party which appears, it does not compel the Court to examine their accuracy in all their details; for this might in certain unopposed cases prove impossible in practice. It is sufficient for the Court to convince itself by such methods as it considers suitable that the submissions are well founded.

It was in view of these considerations and on account of the technical nature of the questions involved in the assessment of compensation in the present case that the Court ordered the expert enquiry mentioned above.

The claim of the United Kingdom Government is under three separate heads which will be considered in succession.

1. *Loss of the destroyer "Saumarez"*

In the final submissions contained in its written Observations of July 28th, 1949, and maintained in its oral statement of November 17th, 1949, the United Kingdom Government estimates

the damage sustained by the total loss of the destroyer *Saumarez* at £ 700,087; this sum represents the replacement value of the ship at the time of its loss in 1946 (after deducting the value of usable parts—equipment, scrap), and the value of stores that must be considered as lost.

The experts, for their part, estimated the whole of this damage at a somewhat higher figure, £ 716,780.

The Court considers the true measure of compensation in the present case to be the replacement cost of the *Saumarez* at the time of its loss. The Court is of the opinion that the amount of compensation claimed by the United Kingdom Government has been justified. It cannot award more than the amount claimed in the submissions of the United Kingdom Government.

2. *Damage to the destroyer "Volage"*

In the final submissions as stated in its written Observations of July 28th, 1949, and maintained in its statement in Court, the United Kingdom Government, under the head of damage caused to this vessel, claimed a sum of £ 93,812. The slightly lower figure of the experts, £ 90,800, may, as their Report points out, be explained by the necessarily approximate nature of the valuation, especially as regards stores and equipment.

The Court considers that the figures submitted by the United Kingdom Government are reasonable and that its claim is well founded. In this matter it takes note of the following conclusion in the experts' Report: "During their enquiry and calculations, and as a result of their experience and of the information placed before them, the experts have become convinced that the claim of £ 793,899 submitted by the United Kingdom Government may be taken as a fair and accurate estimate of the damage sustained."

3. *Claims in respect of deaths and injuries of naval personnel*

In the final submissions as stated in its written Observations of July 28th, 1949, and maintained in its statement in Court, the United Kingdom Government claimed under this head a sum of £ 50,048, representing the cost of pensions and other grants made by it to victims or their dependants, and for costs of administration, medical treatment, etc.

This expenditure has been proved to the satisfaction of the Court by the documents produced by the United Kingdom Government as Annexes 12 and 13 to its Memorial, and by the supplementary information and corrections made thereto in Appendices I, II and III of that Government's Observations of July 28th, 1949.

Finally, the Court points out that the United Kingdom Government, in paragraph 6 of its written Observations of July 28th, 1949, mentioned certain damage, for which it expressly stated that it did not ask for compensation. The Court need therefore express no view on this subject.

FOR THESE REASONS,

THE COURT,

by twelve votes to two,

Gives judgment in favour of the claim of the Government of the United Kingdom, and

Fixes the amount of compensation due from the People's Republic of Albania to the United Kingdom at £ 843,947.

Done in French and English, the French text being authoritative, at the Peace Palace, The Hague, this fifteenth day of December, one thousand nine hundred and forty-nine, in three copies, one of which will be placed in the archives of the Court and the others transmitted to the Governments of the United Kingdom of Great Britain and Northern Ireland and of the People's Republic of Albania respectively.

(Signed) J. G. GUERRERO,
Acting President

(Signed) E. HAMBRO,
Registrar

Judge KRYLOV declares that he is unable to agree either with the operative clause or with the reasons for the Judgment.

Judge EČER, judge *ad hoc*, declaring that he is unable to concur in the Judgment of the Court, has availed himself of the right conferred on him by Article 57 of the Statute and appended to the Judgment a statement of his dissenting opinion.

(*Initialled*) J. G. G.

(*Initialled*) E. H.

ANNEX 1

**LIST OF DOCUMENTS SUBMITTED TO THE COURT
AFTER THE JUDGMENT OF APRIL 9th, 1949**

**DOCUMENT DEPOSITED BY THE GOVERNMENT
OF THE UNITED KINGDOM**

Affidavit signed by the Deputy-Secretary of the British Admiralty
(November 7th, 1949).

ANNEX 2

EXPERTS' REPORT OF DECEMBER 1st, 1949

Replacement value : "Saumarez"

The experts have made an estimate of the cost of construction of a destroyer of the *Saumarez* type, with the aid of the information placed at their disposal by the Royal Netherlands Navy and the Netherlands shipyards. This estimate has been checked in respect of wages, output, organization and of the rise in prices in England, and thus a new estimate on a British basis has been arrived at.

The "interest on the growing capital outlay" has not been taken into account in this calculation, as its inclusion did not seem to be justifiable in the present proposal. On the other hand, a sum in respect of insurance, on a post-war basis, has been included.

The experts applied the cost of building a completed destroyer to a destroyer of the *Saumarez* type ; they also made a new calculation on a British basis. The smaller of the above two figures, which differ but little one from the other, was taken, and a cost price of £739,470 on a 1946 basis was arrived at.

In estimating the true replacement value, account was taken of the fact that during the first year of a ship's service, the decrease in value of the ship is counterbalanced by additions and alterations and, *inter alia*, by the extra cost of preparing the ship as a flotilla leader. After the first year, a depreciation begins to occur and grows steadily greater with the lapse of time. Taking the life of a ship as fifteen years, the depreciation during the first three years would be respectively 0—1—2 % ; thus, the replacement value of H.M.S. *Saumarez* in 1946 must be reckoned at £717,280.

Value of stores

With the help of the blue prints of a former British destroyer of the same class, the experts made an approximate calculation of the damage sustained through the loss, damaging and unserviceability due to sea-water, of the stores contained in the bows of the ship. They estimate this damage at £23,300.

Value of still serviceable equipment

The total value of £74,870 mentioned for equipment is in agreement with the data placed at the experts' disposal from similar ships.

As it has been stated by the United Kingdom that the equipment in question had been in the ship since 1946, it may be assumed that, besides that part that was damaged by mine-explosion or by sea-water, the rest has seriously deteriorated through lack of upkeep; consequently, an estimate of its value must be in the nature of speculation. Taking all risks into consideration, a claim of £20,000 is considered reasonable.

Scrap

Taking into consideration the necessary cost of salvaging and cutting up, as well as the cost of transporting the material from Malta to the scrap plants, £3,800 may be taken as a reasonable figure.

Compensation for "Saumarez"

In view of what has been stated, the experts have arrived at the following figure for damage to H.M.S. *Saumarez* :

Replacement value	£717,280
Stores	£ 23,300
	<hr/>
	£740,580
Less £ 20,000 + £ 3,800	£ 23,800
	<hr/>
	<u>£716,780</u>

Damage "Volage"

The experts were in the fortunate position of having directed the carrying out of similar repairs to a former British destroyer in 1946. It is true that in the former case, only a small part of the bows had to be replaced; but this afforded a good basis of comparison. In arriving at their figures, the experts had to take account of the fact that the more extensive repairs to H.M.S. *Volage* required a long period of 205 days in dock; this had considerable influence on the total cost. The greater cost of transport of material had also to be considered, and lastly the cost of the trials after the completion of repairs. In the experts' opinion, these trial voyages are inseparably connected with such extensive repairs.

The experts estimate the total of these costs at £64,300.

Stores

As regards the valuation of lost stores, what has been said in the case of H.M.S. *Saumarez* holds good. Taking into consideration the loss of anti-submarine equipment, this figure is estimated at £26,500.

Compensation for "Volage"

Repairs <i>Volage</i>	£64,300
Stores and equipment	£26,500
	<hr/>
	<u>£90,800</u>

COMPENSATION :

£716,780
£ 90,800
<hr style="width: 100%;"/>
£807,580
<hr style="width: 100%;"/>

The experts would point out that their figures are an approximation, especially in the case of the value of stores and equipment, and still more as a considerable part of the equipment is of a secret nature, and further that the portions of equipment that remain would have to be dismantled and examined before an exact estimate of their value were possible.

During their enquiry and calculations, and as a result of their experience and of the information placed before them, the experts have become convinced that the claim of £793,899 submitted by the United Kingdom Government may be taken as a fair and accurate estimate of the damage sustained.

This Report was drawn up in English in one copy at the Peace Palace, The Hague, this first day of December, one thousand nine hundred and forty-nine.

(Signed) BERCK

(Signed) G. DE ROOY

ANNEX 3

QUESTIONS PUT BY MEMBERS OF THE COURT AND REPLIES
OF THE EXPERTS (MEETING OF DECEMBER 3rd, 1949)

Present: Acting-President Guerrero, *Judges* Alvarez, Hackworth, Winiarski, Zoričić, De Visscher, Sir Arnold McNair, Klaestad, Badawi Pasha, Krylov, Read, Hsu Mo, Azevedo, M. Ečer, *Judge ad hoc*; *Registrar* Hambro. *Also present as Experts.* Rear-Admiral J. B. Berck, of the Royal Netherlands Navy, Mr. G. de Rooy, Director of Naval Construction of the Royal Netherlands Navy.

The PRESIDENT [*translation*].—The Court is now sitting. We have asked the experts to come for a few moments to to-day's sitting, to enable them to supply certain members of the Court with explanations that they would like to have on the Experts' Report.

You have before you the questions on which our colleagues would like to have explanations. Would the Experts kindly reply to Judge De Visscher's question:

Would the experts explain the difference between the two methods of calculation referred to respectively in paragraphs 1 and 3 of page 1 of the Report¹?

Rear-Admiral BERCK.—The evaluation of the construction costs of the destroyer *Saumarez* was approached by two ways:

In the first instance, we started from the actual costs of a completed destroyer of 1,925 tons standard displacement, revised the calculation for the *Saumarez* of 1,730 tons, taking into account differences in labour wages, labour performance and costs of materials, and arrived at a cost for new construction in 1946 of £751,750.

In the second place, we followed the normal proceedings in planning a new ship. We calculated the building costs of shipbuilding, engineering, electrical engineering, armament, torpedoes and special equipment, all on a 1946 British basis. The result was a new construction figure of £737,470.

This last figure, having been obtained in the most accurate way, was inserted in our report, the first figure serving only as a control.

The PRESIDENT [*translation*].—Is M. De Visscher satisfied?

M. DE VISSCHER [*translation*].—Yes, Mr. President.

The PRESIDENT [*translation*].—Will the Expert now reply to Judge Azevedo's question?

¹ See p. 258, paras. 1 and 3.

I. What is the progressive rate of depreciation of a destroyer, during each year of its existence, which is estimated at fifteen years?

Rear-Admiral BERCK.—I. The depreciation value of a destroyer is due, in the first place, to the normal wear and tear of the ship. In the second place, the installed war equipment becomes in the long run more or less obsolete, depending on the development of new equipment.

This last influence becomes most marked in the second five years, as in the last five years the destroyer cannot any longer be considered as a first line ship, although it is still usable for many war purposes.

In our experience, the yearly depreciation must be fixed as follows : First year, 0% ; second year, 1% ; third year, 2% ; fourth year, 3% ; fifth year, 4% ; sixth to tenth year, 7% ; eleventh to fifteenth year, 10%, leaving at the end of fifteen years a residual value of 5%. This is more than the actual scrap value, as the ship is still usable for special purposes, training, etc.

2. What was the rate of increase in the cost of building a destroyer in 1946 and in 1949, as compared with its cost in 1943?

2. The increased cost of building in England in 1946, as compared with 1943, is about 30%. Our own information tallies in this respect with the data given in Mr. Powell's affidavit. I regret we have not had time to obtain the necessary data for 1949. I would, however, roughly estimate it at 50 to 60% for warships. For merchant ships it would be 43%.

The PRESIDENT [*translation*].—Is Judge Azevedo satisfied with the reply?

Judge AZEVEDO [*translation*].—Yes.

The PRESIDENT [*translation*].—There are now the four questions asked by Judge Ečer.

Judge EČER [*translation*].—An answer was given to my questions 2 and 3 in the explanations furnished to Judges De Visscher and Azevedo. Only questions 1 and 4 remain to be answered.

I. On page 1, paragraph 2¹, of the Report, it is said: "On the other hand, a sum in respect of insurance, on a post-war basis, has been included."

(a) Can the experts mention this sum?

(b) I would draw the experts' attention to Mr. Powell's affidavit, in which two figures are given:

in paragraph 5 — £21,359.
in paragraph 7 — £ 2,000.

¹ See p. 258, para. 2.

It seems to me that the difference may be explained as follows: in paragraph 5, the figure covers two classes of risks, the builder's and the King's Enemy risks; whereas the amount in paragraph 7 only covers the builder's risks.

Am I right?

Rear-Admiral BERCK.—I (a) As the insurance for builder's risk is fixed at the London Exchange, we put into our calculation the same figure as Mr. Powell, namely, £2,000.

(b) As His Excellency Judge Ečer rightly points out, the higher figure in Mr. Powell's affidavit also covers the additional risks in war-time.

4. On page 2¹, under "Value of still serviceable equipment", the Report says: "The total value of £74,870 mentioned for equipment is in agreement with the data placed at the experts' disposal from similar ships."

Could the experts say:

- (a) Where this figure of £74,870 has been mentioned?
- (b) If this figure represents the value of still serviceable equipment, why do the experts consider reasonable the sum of £20,000, mentioned in paragraph 13 of the United Kingdom Observations?
- (c) Why is it said in the Report that a claim of £20,000 is reasonable, when it is not a claim but, on the contrary, a reduction of the United Kingdom claim?

Rear-Admiral BERCK.—Regarding question 4, at the public sitting of this Court held on Thursday, November 17th, Sir Frank Soskice announced that the different departments of the Admiralty had made lists of equipment suited for possible re-use. The estimated value of this equipment *as new*, was £74,870.

For destroyers of the same class now in service in the Royal Netherlands Navy, we made the same valuation and found that the figure mentioned by the United Kingdom Government for equipment *as new*, was acceptable.

As we pointed out in our report, the assessment of the present day value is of a speculative nature.

The equipment had been in the ship for three years without proper maintenance, in the sub-tropical climate of Malta, and under the influence of salty air. Deterioration and corrosion is to be expected. Before being used again, each instrument has to be taken apart, cleaned and checked, and corroded parts will have to be replaced. Taking into account labour and transportation costs, a reduction of £20,000 is fair and, in the opinion of the experts, on the high side.

¹ See p. 258.

Regarding question 4 (c), we regret that in the haste of finishing the report, the £20,000 was put down as a claim. As Judge Ečer rightly points out, it is not a claim, but a reduction of the total claim.

The PRESIDENT [*translation*].—Is Judge Ečer satisfied?

Judge EČER [*translation*].—Yes, Mr. President.

The PRESIDENT [*translation*].—We have now Judge Winiarski's question.

In their Report of December 1st, paragraph 2¹, the experts say that "The 'interest on the growing capital outlay' has not been taken into account in this calculation, as its inclusion did not seem to be justifiable in the present proposal."

(a) Why?

(b) What, in your opinion, were the reasons for including it in Mr. Powell's calculation?

Rear-Admiral BERCK.—Regarding the question of Judge Winiarski, the builder of a warship is not paid on delivery of the ship, but during the time of construction, in instalments. A first instalment is as a rule made after the signing of the contract; further payments when principal parts, for instance, hull, main machinery, etc., are completed. Theoretically, it seems right to add to the building costs the interest on the growing capital outlay.

In our experience, however, this interest is never added to the building costs.

In Mr. Powell's affidavit, the interest on growing capital outlay is mentioned, but not included in the final claim.

We are not able to judge the reasons for including this amount in Mr. Powell's affidavit.

The PRESIDENT [*translation*].—Is Judge Winiarski satisfied?

Judge WINIARSKI [*translation*].—Yes, Mr. President.

The PRESIDENT [*translation*].—Do other members of the Court wish to put questions to the experts?

Judge ZORIČIĆ [*translation*].—If I understood rightly, Rear-Admiral Berck, in reply to Judge De Visscher's question, said that a sum of £737,470 was reached, whereas the amount in the report is £739,470. This point must be cleared up in order that the verbatim record should not contradict the Report.

Rear-Admiral BERCK.—As a matter of fact, the figure of £737,470 is the new construction figure. There must be added the insurance costs of £2,000, and we kept the new construction figure clear of that.

The PRESIDENT [*translation*].—Are there any further questions?

¹ See p. 258, para. 2.

Judge EČER [*translation*].—If the experts have examined all the details of the damage, I should like to ask them whether they can say that all the damage to the *Volage* mentioned in the United Kingdom document is the direct consequence of the explosion.

Rear-Admiral BERCK.—We have seen the details as given by the United Kingdom Government about the damage to the *Volage*, and we must consider this as a direct consequence of the mine explosion.

The PRESIDENT [*translation*].—It remains for me to thank the experts for the explanations they have given us ; their replies will be useful to the Court in fixing the amount of the reparations.

Rear-Admiral BERCK.—The experts would like to thank the Court for having given them the opportunity of having participated in a small way in the Court's work.

The Court rose at 11 a.m.