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Abstract :

Commercial transactions represent 90% of Algeria's trade, making it necessary to examine the legal issues that may arise in maritime disputes, particularly the question of prescription. This study evaluates whether the limitation periods established by law are appropriate for the specific nature of maritime matters. Using both comparative and analytical methods, the research highlights differences between Algerian and international legislation and assesses the suitability of prescribed limitation periods in maritime contexts. The study concludes that the Algerian legislator deviates from civil law principles by allowing parties to agree on exceptions to prescription. It also limits shipowner liability in certain cases, and places strong emphasis on protecting the marine environment by extending limitation periods in cases of marine pollution.

Keywords: Maritime Law, Limitation Periods, Maritime Issues, Marine Pollution, Public Order.

الملخص :

ان اعتبار المعاملات التجارية أحد أهم ركائز التجارة في الجزائر كونها تمثل 90% من تجارتها ، لذا وجب دراسة الجوانب القانونية التي يمكن أن تثار في حالة وجود نزاع يعرض أمام القضاء ،ومن بين الجوانب القانونية المهمة في المجال البحري كونه مجالا تجاريا يثار فيه موضوع التقادم .تهدف دراسة موضوع التقادم الى الوقوف على مدى تناسب مدد التقادم المحددة بموجب القانون مع طبيعة المسائل البحرية. اعتمدنا في دراستنا على المنهج المقارن لمعرفة الاختلاف بين التشريع الجزائري والتشريع الدولي ؛ كما اعتمدنا على المنهج التحليلي لتقييم الاختلاف بين المسائل البحرية وطبيعتها ومدى موافقة مدة التقادم المحددة لها بموجب القانون، لنتوصل في الاخير الى أن المشرع الجزائري خرج عن إعتبار التقادم من النظام العام على خلاف القانون المدني ؛ اي يجوز الاتفاق على مخالفته كما أنه حدد مسؤولية مالك السفينة في حالات معينة مساهرا للقانون الدولي، كما أنه اولى اهمية كبيرة لحماية البيئة البحرية من خلال تمديد مدد التقادم في حالة التلوث البحري.

الكلمات المفتاحية: قانون بحري، تقادم، مسائل بحرية، تلوث بحري، نظام عام.

Introduction

The importance of maritime law in a state is measured by the extent of commercial freedom established by the legislature and the movement of maritime trade operations. Algeria, with its unique geographic location, has a coastline extending over 1,200 kilometers, and 90% of its trade is conducted via the sea. With such activity, disputes arising from these operations are frequent. Maritime navigation, governed by legal regulations, is subject to specific conditions for filing claims. Like general legal rules, the right to file claims is tied to a certain time limit, beyond which the claim may be inadmissible. This inadmissibility arises not only from the lack of legal standing or interest but also when the claim is filed outside the legally prescribed timeframe, as the right to file the claim would have lapsed due to the statute of limitations.

At first glance, the statute of limitations might seem contrary to principles of justice and equity. For instance, it may allow a usurper to become an owner after possessing an item for a certain period, even though the passage of time, by its nature, neither creates a right nor extinguishes a debt. In this regard, the scholar Laurent notes: "If laws allowed individuals to claim rights that have existed for thousands of years, chaos would prevail, disrupting order and undermining legal stability, which societies must avoid."

The civil code distinguishes between extinctive prescription and acquisitive prescription. Extinctive prescription applies to both real and personal rights. If the right holder fails to exercise their right within the timeframe defined by law, the obligation ceases. On the other hand, acquisitive prescription is always linked to possession. It enables a possessor to acquire real rights over property after holding it for a legally determined period.

Civil liability forms the basis for filing claims, whether arising from contractual or tortious liability. In general, the statute of limitations in civil law is 15 years, except in cases where specific provisions in the law state otherwise. These exceptions are detailed in Articles 309 to 319 of the civil code under the chapter on the extinction of obligations without fulfillment.

Significance of the Topic

The significance of this topic lies in the maritime domain itself, which constitutes one of the key pillars of both international and national trade. Filing legal claims is often necessary to resolve pending issues in this sector. The

statute of limitations, as defined by maritime law, governs the timeframe for filing such claims. Studying whether these timeframes are appropriate to the nature of maritime matters is critically important, as they determine the rights granted to or withheld from different parties.

Research Question:

Do the statutes of limitations in maritime law differ from those in civil law, and if so, how are these differences influenced by the unique nature of maritime matters?

- Do the statutes of limitations in Algerian maritime law align with those in international maritime law?
- Has the Algerian legislator distinguished between the limitation periods for cases arising from marine pollution and those for other maritime matters?

Methods Used:

To answer the proposed questions, we adopted a comparative method to assess how Algerian legislation differs from international legislation in determining the statutes of limitations in maritime matters. The study used an analytical method to evaluate the differences between maritime issues, their nature, and the appropriateness of the limitation periods defined by law.

Research Plan:

In order to address the research questions posed and in line with the methodological approach adopted, this study is structured around the following outline:

Chapter One: The Prescription of Claims Arising from the Commercial Exploitation of Ships and Claims Relating to Ship Seizures. This chapter examines the various types of claims that may arise from the commercial use of ships. It also explores the prescriptive periods applicable to claims resulting from the seizure of ships.

Chapter Two: The Prescription of Shipowner Liability Claims and Claims Arising from Maritime Accidents. This chapter is devoted to the analysis of prescriptive rules governing the liability of shipowners, with particular attention to the temporal limits placed upon actions arising from maritime accidents.

I. The Statute of Limitations for Claims Arising from the Commercial Exploitation of Ships and Claims Related to Ship Seizures

Maritime activity is characterized by being conducted in a specific environment—the marine environment—and using a special tool, the ship, which is employed in the process of exploiting the marine environment as the primary means for that purpose.

Commercial exploitation through maritime navigation is achieved by transporting goods and passengers by sea, either by directly providing transportation services to others (marine transport contract) or by leasing the ship to those who carry out the transport operations (shipleasing contract) (Dweidar, 2002, p. 183). Furthermore, the marine transport contract for goods, passengers, and their belongings also gives rise to other contracts mentioned by the Algerian legislator in the maritime law, specifically in the second book related to the commercial exploitation of ships. These include the agency contract (both related to the ship and the cargo), the brokerage contract, and the towing and pilotage contracts. This chapter will address these contracts, as well as the issue of seizures imposed on ships.

1. Statute of Limitations for Claims Arising from the Commercial Exploitation of Ships

The commercial exploitation of ships gives rise to various contracts specifically regulated by Algerian maritime law. However, the legal framework for these contracts is not limited to maritime law; it may also reference civil law as the general legal framework. This section explores the different contracts arising from the commercial exploitation of ships as follows:

1.1 Statute of Limitations for Claims Arising from Maritime Agency and Brokerage Contracts

Before addressing the statute of limitations for claims arising from these contracts, it is essential to provide an overview of each contract and the relevant legal provisions, as outlined in both the law and jurisprudence.

A.Maritime Agency Contract

Under general legal principles, a specific individual may be entrusted with particular tasks typically assigned to the captain through a special contract. This contract is established between a natural or legal person and the captain or shipowner in exchange for remuneration.

According to Algerian maritime law, the agent's responsibilities include:

- Handling operations related to the receipt and delivery of goods on behalf of the captain.
- Managing the administrative relationships of the ship with local authorities.
- Concluding contracts for ship handling, towing, pilotage, and assistance during docking at ports.
- Providing the captain with the necessary funds to cover fees, expenses, and other payable charges for the ship.
- Accepting other tasks related to the commercial exploitation of the ship, as delegated by the shipowner or captain.

The ship agent may also work on behalf of the contracting party, provided the shipowner agrees. Additionally, the ship agent is authorized to represent or defend the shipowner in legal proceedings, if such representation is included in their scope of authority.

The agent must perform their duties in accordance with the agency contract, safeguard the shipowner's rights, and provide timely updates on business progress, including financial statements of received and expended funds. They must also take necessary measures to protect the shipowner's rights against third parties(Algerian Maritime Code, 613–614; Civil Code, 577).

Under Algerian maritime law, the ship agent is liable for any errors committed during the execution of their duties, as per general legal provisions.

Conversely, the principal is responsible for compensating the agent for any harm they suffer, provided it was not caused by their own fault, due to the proper execution of the agency.

The agency contract is terminated according to agreed terms and conditions. Either party may immediately terminate the contract in cases of gross misconduct. Otherwise, the termination follows general legal rules. All claims

arising from the ship agency contract are subject to a of two years, starting from the date the debt becomes due(Algerian Maritime Code, 620).

B. Cargo Agency Contract

The cargo agency contract is an agreement between the rightful owners of goods and a natural or legal person. Under this contract, the agent commits to receiving goods on behalf of and for the account of the principals, paying the shipping fees for the goods if due, and distributing the goods to the consignees in exchange for remuneration. Thus, the ship agent manages the affairs of the ship, while the cargo agent handles the affairs of the goods, including their delivery, preservation, and the safeguarding of the rights of their owners. Additionally, the cargo agent takes the necessary measures to protect the owners' rights and defends them in court if their representation allows for such authority.

The cargo agent is liable for errors committed during the performance of their duties, in accordance with general legal provisions. All claims arising from the cargo agency contract are subject to a of two years from the date the debt becomes due(Algerian Maritime Code, 620).

C. Brokerage Contract

The brokerage contract is a written agreement entered into by natural or legal persons, in which one party, called the broker, acts as an intermediary to facilitate contracts for the purchase and sale of ships, leasing contracts, maritime transport contracts, and other contracts related to maritime trade.

A maritime broker may work for both contracting parties if appointed by them. In this case, the broker must inform both parties that they are acting on their behalf and pledge to work with impartiality, considering the interests of both parties. All claims arising from relationships between the maritime broker and their principal are subject to a of two years from the date the debt becomes due.

It is worth noting that a maritime broker may combine their activities with those of a ship and cargo agent. In such cases, the provisions relating to the maritime broker apply.

1.2 For Claims Arising from Charter Contracts and Towage and Pilotage Operations Maritime navigation is not limited to the presence of a ship and its owner; it also involves individuals and activities aimed at organizing navigation and exploiting the ship in various ways. The following section addresses charter

contracts, towage, and pilotage operations, along with the statutes of limitations applicable to these three topics.

A. for Claims Arising from Charter Contracts

A shipowner may exploit their ship to provide services to others, such as transporting goods or passengers. Another form of ship exploitation is leasing it to others. In maritime operations, it is common for a shipowner to place their ship at another's disposal for exploitation, known as ship chartering. A ship charter contract is an agreement in which the lessor commits to placing a specific ship or part of it at the disposal of the lessee for a fee, either for a specified period (time charter) or for one or more specific voyages (voyage charter).

From this definition, a charter contract involves placing a ship or part of it at the lessee's disposal, while a transport contract concerns moving goods from the agreed loading port to the agreed unloading port.

A ship charter contract is a consensual agreement that requires no formalities for its validity. Writing is only a condition of evidence, not a requirement for the contract's validity. The contract is established upon the exchange of offer and acceptance and is governed by general legal rules. It is a reciprocal, binding contract in which time is a critical element, determining the value of the agreed benefit. It is considered a commercial contract for the lessor but depends on the lessee's purpose, such as for commercial exploitation.

The Algerian legislator has organized ship charters into three types:

1. Voyage Charter: Addressed in Articles 650 to 694 of the Algerian Maritime Code, this type involves the lessor committing to placing a fully equipped ship at the lessee's disposal for one or more voyages. The lessee pays a fee in return.
2. Time Charter: Here, the lessor places a fully equipped ship at the lessee's disposal for a specified period, and the lessee pays an agreed fee.
3. Bareboat Charter: This contract involves the lessor placing a seaworthy ship at the lessee's disposal for a specific period or voyage, without crew or equipment.

The lessee assumes responsibility for navigation and commercial management, including fully equipping the ship and using it per its technical specifications.

Claims arising from ship charter operations are subject to a one-year , which may be interrupted or suspended according to general legal rules. The start date for the limitation period depends on the type of charter:

- For voyage charters, it begins from the date of complete unloading or the incident that ended the voyage.
- For time charters, it starts from the contract's expiration or the permanent cessation of execution.
- For bareboat charters, it starts from the contract's expiration.

B. for Claims Arising from Towage Operations

A towage contract, as defined in Article 680 of the Algerian Maritime Code, is an agreement in which the owner of a towing ship commits to towing another ship in exchange for an agreed fee. Towage involves two ships: the tug and the towed vessel.

The nature of maritime towage varies based on its purpose(Taha, 2006, p. 374):

1. **Assisting Ships with Own Power:** If towage is used to assist a ship with its own crew and captain to enter or exit a port or berth at a dock, it resembles a service contract where the tug's owner commits to performing a service for the towed ship's owner.
2. **Towing Vessels Without Propulsion:** Towage involving barges, lighters, or vessels without independent propulsion is treated as a transport contract, where the tug's owner commits to moving these vessels to another location.
3. **Rescue Operations:** Towage may assist a ship in danger of sinking. In such cases, the relationship is not considered typical towage but rather a form of maritime assistance. The distinction between towage and assistance is crucial in determining fees or compensation.

Regardless of the purpose, the Algerian Maritime Code establishes a two-year for claims arising from towage operations, starting from the completion of the towage operation.

C. for Claims Arising from Pilotage Operations

Pilotage, as defined by Algerian maritime law, refers to the assistance provided to every ship captain by employees of the National Office authorized by the

state to guide ships when entering or exiting ports and inland waters. Pilotage is mandatory for all Algerian and foreign ships, except for:

- Sailing ships with a tonnage of 100 tons or less.
- Mechanically propelled ships with a net tonnage of less than 100 tons.
- Mechanically propelled ships used exclusively for port improvement, maintenance, and monitoring, such as tugs, tankers, dredgers, and barges.
- Maneuvering and buoy-laying vessels.

Pilotage services are provided in exchange for pilotage fees paid by the captain. If the captain fails to pay these fees, the Algerian legislator imposes a fine ranging from 1,000 to 50,000 DZD. All claims arising from pilotage operations are subject to a of two years from the end of the pilotage operation. The end of pilotage is defined by the Algerian legislator as the moment the pilot arrives and presents themselves at the station.

1.3 for Claims Arising from Contracts for the Transport of Goods, Passengers, and Luggage

The importance of ship exploitation in the transport of goods lies in its unique capacity to carry massive loads that are impractical for air transport. From this perspective, maritime transport of goods is the primary means of executing international trade exchanges, which explains the significant legislative focus on regulating its provisions at both international and national levels(Al-Arini, 1987, p. 124).

Similarly, passenger transport by sea constitutes the second component of maritime transport contracts. Although it does not hold the same prominence as goods transport, its importance has grown significantly as distances between countries and peoples have diminished (Faroun, 1976, p. 239).

A. in Goods Transport Contracts

A goods transport contract is an agreement where the carrier commits to delivering specific goods from one port to another, and the shipper agrees to pay a fee called freight. This does not include cases where the shipowner uses their vessel to transport their own goods, a phenomenon that was common in the past but is now rare, except in industries like oil companies that own ships for transporting crude oil(Taha, 2006, p. 283). In such cases, maritime transport contracts and the associated claims do not apply.

The carrier is liable for damages and losses to the goods from the moment they take charge until delivery to the consignee or their legal representative, except in specific cases outlined in Articles 801 and 802 of the Algerian Maritime Code. Claims arising from maritime transport contracts fall into three categories:

1. Claims Against the Carrier for Loss or Damage to Goods Transported Under a Bill of Lading:

These claims are subject to a one-year , which may be extended to two years by agreement between the parties. This period begins from the date of the incident that gave rise to the claim.

2. Recourse Claims:

These are claims filed by parties who have paid amounts owed under a goods transport contract. Such claims are also subject to a one-year , extendable to two years by mutual agreement. The period begins from the date of the incident necessitating payment.

However, recourse claims may still be filed within three months after the payment is made or the party receives notification of the claim.

3. Other Claims Not Covered by the Above Categories:

These claims, also arising from maritime transport contracts, are subject to a two-year starting from the day the goods are delivered or the day they should have been delivered. Delivery, according to Algerian law, is defined as a legal act by which the carrier commits to handing over the transported goods to the consignee or their legal representative, who must accept them unless otherwise specified in the bill of lading.

B. for Claims Arising from Passenger Transport Contracts and Their Luggage

A passenger transport contract is an agreement in which the shipowner undertakes to transport one or more persons, along with their luggage if applicable, from one port to another in exchange for a specified fare. Under this contract, the carrier is obligated to ensure the passenger's transportation, provide food, accommodation, medical care, security, and safety. In return, the passenger must pay the fare and comply with the ship's regulations (Faroun, 1976, pp. 240–241).

The passenger must submit a written notice to the carrier or their representative within 15 days of disembarking in cases of bodily injury or visible damage to their luggage. In the case of hidden damage to the luggage, the notice must also be made within 15 days of unloading, delivery, or the date when delivery should have occurred. Failure to adhere to these deadlines and procedures results in the presumption that the passenger disembarked safely and received their luggage intact unless proven otherwise.

Claims for compensation related to damages arising from a passenger's death, bodily injuries, loss of luggage, or damage to luggage are subject to a two-year . The starting point of this period depends on the nature of the claim:

- For bodily injuries, it starts from the passenger's disembarkation date.
- For deaths occurring during transportation, it starts from the expected disembarkation date.
- For bodily injuries sustained during transport that later result in the passenger's death after disembarkation, it starts from the date of death, provided this period does not exceed three years from the disembarkation date.
- For luggage loss or damage, the period starts from the unloading date. In the case of the ship's total loss, it begins from the expected unloading date.

2. for Claims Arising from Ship Seizures

The general concept of attachment and the creditor's right to seize a property or goods to secure their debt falls within the context of fulfilling rights, regardless of their nature. A ship is included in the general collateral for the creditors of its owner. Maritime debt may arise from a contract or from an incident related to navigation or the operation of the vessel.

There are two types of attachment on a ship: precautionary attachment and executive attachment (Algerian Maritime Code, 150–151; Brussels Convention, 1952, Art. 1). The distinction between these two types is clearly evident in the Algerian maritime law. There is nothing preventing the owner of the ship from disposing of it in the case of a precautionary attachment. However, in the case of an executive attachment, the situation differs, as the ship's registration must be endorsed, which prohibits any disposal of the ship according to the rules concerning pledges (Hamdi, 2003, p. 141).

2.1 Precautionary Seizure of Ships

The Algerian legislator has regulated this type of seizure in Articles 150 to 159 of the Algerian Maritime Code, in alignment with the provisions of the 1952 Brussels Convention. Precautionary seizure of a ship involves preventing it from sailing to avoid the shipowner smuggling it. This type of seizure is sought by a creditor who does not possess an enforceable title (Shehmat, 2010, p. 172).

The authority to order a precautionary seizure of a ship rests with the president of the competent primary court. The order includes appointing a custodian for the ship to ensure it remains under judicial control. Precautionary seizure of a ship is discretionary, subject to the judgment of the primary court president acting as an urgent matters judge (Shehmat, 2010, p. 173).

The party requesting the seizure is liable for damages caused by an unjustified precautionary seizure of the ship (Algerian Maritime Code, 158; Civil Code, 646). Any opposition related to the seizure is subject to a one-year , starting from the day of the ship's seizure. The Algerian Maritime Code does not specify the for requesting a precautionary seizure. Instead, it refers to the source of the maritime debt. For example, if the debt arises from a maritime collision, the for the seizure claim is two years from the date of the incident.

The competent court in whose jurisdiction the seizure occurred may lift the seizure upon the provision of sufficient guarantees or securities. Such an action does not constitute an acknowledgment of liability or a waiver of the benefit of the legal limitation of the shipowner's liability.

2.2 Enforcement Seizure of Ships

The enforcement seizure of ships is governed by Articles 160(1) to 160(8) of the Algerian Maritime Code. Enforcement seizure is an extension of precautionary seizure, provided the latter has not been lifted. It assumes that the seizing creditor holds an enforceable title and seeks to sell the ship to satisfy their claim from the sale proceeds, following the legal procedures for enforcement seizure(Al-Maqdadi, 2011, p. 193).

The first step in these procedures is to notify the enforcement seizure order to the shipowner, captain, or their representative, as well as the maritime administrative authority, through a judicial officer within three days. If the ship flies a foreign flag, a copy of the enforcement seizure order must be delivered to

the consulate representatives of the state whose flag the ship flies. The ship remains under the custody of the seizing creditor.

It is noteworthy that state-owned ships cannot be subjected to either precautionary or enforcement seizure, as stipulated in Article 636 of the Code of Civil and Administrative Procedure.

II. for Claims Relating to Shipowner Liability and Maritime Accidents

Maritime navigation involves risks that ships may encounter during voyages, such as maritime collisions resulting from two ships colliding. Another example of maritime accidents is when a ship or its crew provides assistance to another vessel in danger at sea. This includes situations where a ship faces the threat of sinking or capsizing due to hazards like overloading, prompting the captain to jettison part of the cargo to lighten the load. The losses arising from such actions are termed general average losses.

The Algerian legislator has given significant attention to these incidents and the various maritime contracts and operations establishing the liability borne by the shipowner. This emphasis ensures the safeguarding of rights and the allocation of responsibilities. Notably, international law preceded national legislation in this regard, as the origins of liability in maritime law date back to the Middle Ages.

1. The Statute of Limitations for Shipowner Liability Claims

In this section, we will address two subtopics: the first focuses on the general liability of the shipowner, and the second addresses the shipowner's liability for marine pollution.

1.1 General Liability of the Shipowner

The Algerian legislator in maritime law does not provide a specific definition for a shipowner. However, there is a consensus that a shipowner is any natural or legal person in whose name the ship is registered and who operates it. Typically, the owner equips the ship, preparing it for maritime voyages by various means, such as employing the captain and crew, entering into transportation and insurance contracts, and supplying provisions and fuel (the outfitting owner). The shipowner may also lease the ship to another party without outfitting it, in which case the lessee is known as the "outfitting charterer." In such scenarios, the question arises: Who bears the liability?

In this context, the prevailing legal and judicial opinion is that the shipowner alone is liable to third parties. The captain's work is related to the ship and its operation. This view is based on the notion that, in the eyes of third parties, the shipowner is the person listed in the ship's registry. Leasing the ship occurs under the owner's responsibility, and third-party claims are tied to the ship itself. Moreover, only the owner has the right to limit their liability by abandoning the ship, unlike the charterer, who does not own the ship. If the charterer were solely liable, they would face personal liability extending to all their assets, contrary to the principles of maritime law. If the owner is ordered to pay compensation, they can seek reimbursement from the outfitting charterer for the amount paid (Shehmat, 2010, p. 155).

However, the Algerian legislator deviated from the general rule regarding the absolute liability of the shipowner by establishing the principle of limiting the shipowner's liability for the actions of their maritime subordinates. This involves specifying cases in which the shipowner's liability is limited to the ship itself, excluding other assets, unless it is proven that the error in question is directly attributable to the owner.

It is worth noting that the limitation of liability benefits both the shipowner and the outfitter. Thus, the shipowner may waive this right and accept full liability. Such a waiver can be explicit or implicit. The Algerian legislator has also provided a specific statute of limitations for liability claims, setting a two-year period from the date the debt becomes due.

1.2 Shipowner Liability for Marine Pollution

Given that environmental protection has become a global concern, particularly the protection of the marine environment from oil pollution, the dangers of marine pollution have significantly increased in recent years. Both international and national organizations have settled on a definition of marine pollution as: "The introduction of any substances or energy into the marine environment, whether intentionally or unintentionally, directly or indirectly, resulting in harm to living or non-living materials, threatening human health, impeding marine activities including fishing and tourism, deteriorating the usability of seawater, or altering its properties." (Sharqawi, 2011, p. 82).

The shipowner is considered liable for damages resulting from marine pollution if fuel is transported without proper cargo organization. Pollution in such cases occurs due to the leakage or discharge of fuel from the ship, except when it can be proven that the damage resulted from:

- Acts of war, hostilities, civil war, rebellion, or exceptional circumstances that were unavoidable and beyond control.
- Intentional acts by third parties causing the damage.
- Negligence or other actions by authorities responsible for maintenance, fire-fighting, or navigational aids while performing these duties.

The right to claim compensation for damages caused by pollution expires three years from the date of the incident that caused the harm. However, no claim may be brought more than six years from the date of the incident. If the incident occurred in multiple stages, the six-year period begins from the date of the first occurrence (Brussels Convention, 1969, Art. 8; Algerian Maritime Code, 141).

2. Claims Arising from Maritime Accidents

Maritime operations are prone to accidents, as highlighted by various international and national legislations. According to Algerian maritime law, these incidents include the following:

2.1 for Claims Arising from Maritime Collisions

Given the numerous incidents resulting from collisions, such as the notable French Lotus incident where a collision between a French vessel and a Turkish coal transport ship led to significant human and material losses for the latter, nations have worked toward finding technical and legal solutions. These efforts include agreements on various aspects to prevent maritime collisions and address their consequences when they occur.

A maritime collision is defined under maritime law as any physical impact or collision between ships at sea or between ships and inland navigation vessels, regardless of the waters in which the collision occurred (Algerian Maritime Code, 273; Brussels Convention, 1910, Art. 1). The Algerian legislator has outlined several scenarios involving damages that require compensation. For instance, when both ships contribute to the incident, each is responsible for compensating damages proportionate to its liability. The legislator also addressed collisions caused by force majeure, assigning the burden of damages to the affected ship. Algerian jurisprudence has clarified the concept of force majeure as encompassing unpredictability and irresistibility (Algerian Supreme Court, Case No. 73657, 1991).

Article 2 of the 1910 Brussels Convention addresses cases of collision caused by force majeure or ambiguity, stipulating that in such situations, each ship bears its own losses.

The Algerian legislator has established a two-year statute of limitations for compensation claims arising from damages, starting from the date of the incident. For recourse claims (claims seeking reimbursement from another party), the statute of limitations is one year, beginning from the date of payment.

2.2 for Claims Arising from General Average Losses

A ship at sea may face a danger threatening it and those on board with destruction. Rescuing the ship from such danger may depend on lightening its load by throwing part of its cargo into the sea. Alternatively, the danger may not result from an overloaded cargo but rather from a maritime hazard, such as severe storms. To escape this danger, the captain may need to refloat the ship, which requires incurring expenses in the form of salvage or towing compensation.

In both scenarios mentioned above, the situation involves general average losses. The first scenario involves jettisoning part of the ship's cargo to save it from destruction, while the second entails incurring expenses to refloat the ship and rescue it from danger. In both cases, the losses are distributed among those who benefit from the act, namely the shipowner and the cargo owners.

Under Algerian maritime law, general average losses are defined as all damages incurred by the ship and cargo and all extraordinary expenses incurred for the ship and cargo.

Notably, the rules governing general average losses under Algerian maritime law and international maritime law are not mandatory. It is permissible to agree to deviate from them, as they do not affect the public interest but rather the private interests of those operating in the maritime sector. Based on maritime law, three timeframes can be identified:

1. The period for submitting a request for general average adjustment: This must be done by the shipowner or any other party concerned with general average losses to a general average adjuster within 15 days at most from the date the voyage ends.

2. The period for submitting a dispute over general average adjustment to the competent court: This is one month from the date the adjustment is communicated to the concerned party. If no dispute arises before the court regarding the general average adjustment, it becomes enforceable.
3. The statute of limitations for claims arising from general average losses: These claims expire after two years from the date the voyage ends. However, this period is interrupted when the process for general average adjustment begins before a general average adjuster or, if necessary, a court. The limitation period resumes from the day this process concludes.

2.3 For Claims Arising from Salvage of Ships and Wrecks

Ships at sea frequently face natural risks, making salvage operations essential for their preservation and the safety of their crew. This subsection consists of two parts:

A. for Claims Arising from Marine Salvage of Ships

Marine assistance refers to the help provided by one ship to another that is in maritime distress. Previously, such assistance was voluntary, as it was considered a moral obligation. However, due to the increasing risks faced by ships and the damages incurred, whether to people or property, it became legally mandatory for any captain encountering a ship in distress to provide assistance, provided doing so would not endanger their own ship or crew (Al-Maqdadi, 2011, p. 204). This obligation was established under the Brussels Collision Convention of 1910 and is also reflected in Algerian maritime law, aligning with the penal provisions in Algerian legislation.

Marine salvage is defined as any rescue operation involving ships in danger, their onboard property, or similar services rendered between seafaring vessels and inland navigation ships, regardless of the waters in which the rescue takes place (Algerian Maritime Code, 332).

All claims for compensation for salvage services become time-barred after two years from the day the salvage operations are completed. However, this limitation period does not apply if the salvaged ship is not detained in waters under Algerian jurisdiction. Claims for compensation against the Algerian state for salvage services rendered to ships serving public purposes must be brought before Algerian courts (Algerian Maritime Code, 356–357).

B. for Claims Arising from Marine Salvage of Wreckage

Maritime risks may lead to the sinking of ships or floating structures. The Algerian legislator and other legal systems have addressed this issue comprehensively, regulating it to balance the interests of the state, the shipowner, and the person who discovers or salvages the wreckage. According to Algerian law, the following are classified as shipwrecks (Algerian Maritime Code, 358):

1. Ships, devices, or public structures that are no longer monitored or guarded, as well as their cargo and supplies.
2. Abandoned ship machinery, equipment, fishing gear, ship fragments, and aircraft wreckage.
3. Objects thrown or lost in the sea, especially those with cultural or historical significance, whether stranded onshore, floating on the water's surface, or retrieved from the depths of the sea within national or international waters.

Items intentionally discarded or abandoned at sea in violation of applicable laws are not considered wreckage.

When shipwrecks are discovered, the following procedures must be followed:

1. Anyone discovering maritime wreckage must report it to the maritime administrative authority within 48 hours of discovery or upon reaching an Algerian port.
2. The maritime administrative authority assumes custody of the wreckage and takes all necessary measures to safeguard the interests of its owner and the rescuer.
3. If the owner is identified, they are immediately notified. If unidentified, the authority issues a public announcement through local postings and press releases.
4. The wreck owner has three months from the date of publication or notification to reclaim or declare intent to retrieve the wreckage.

Failure to adhere to these procedures grants the Minister of Maritime Affairs the right to issue an order revoking the owner's rights to the wreckage after formal notice by the maritime authority. This includes situations where the owner fails to claim, retrieve, or compensate for the lifting and storage costs of the wreckage or to commence and complete recovery operations.

For wreckage of historical, artistic, or scientific value, the Algerian state may declare ownership while respecting the timeframes outlined in Articles 365, 367, and 368 of the Algerian Maritime Code, which are in favor of the original owner. Claims related to the salvage or lifting of wreckage become time-barred two years after the conclusion of salvage or recovery operations.

Conclusion:

Based on the points discussed above, it can be concluded that the statutes of limitations for maritime claims are relatively short compared to those specified in general legal provisions. This is naturally due to the demands of maritime commercial life and the significant importance of time in this context. Additionally, it aims to protect maritime professionals from prolonged threats of lawsuits arising from transport contracts, incidents, and debts that may date back a long time. This approach also reflects the Algerian legislator's intention to align with international maritime law, particularly the provisions of the 1952 Brussels Convention, to expedite the resolution of disputes arising from these contracts and incidents.

It is important to note that the Algerian legislator has departed from the general principles governing maritime law in three significant respects.

First, in certain circumstances, the legislator permits agreements extending the prescriptive period. This constitutes a notable exception to the general principles of civil law, under which the rules on prescription are considered mandatory and, therefore, not subject to modification by private agreement.

Second, the legislator has chosen to limit the liability of the shipowner in specific cases, thereby aligning domestic legislation with international conventions and commercial law principles—particularly those applicable to joint-stock companies, where the liability of certain partners is limited.

Third, both the Algerian and international legislators have accorded special importance to environmental protection by extending the prescriptive periods applicable to claims arising from marine pollution, in contrast to other maritime claims. This approach reflects the commitment of Algeria, in concert with the international community, to promote and safeguard maritime activities, given their critical role at both national and global levels.

Despite the features highlighted by the Algerian and international legislators through national and international laws, reflecting their interest in the maritime domain due to its national and international economic importance, some recommendations are suggested to further enhance the importance of maritime rules and adapt to technological advancements in today's fast-paced era:

1. Each maritime issue should be studied individually since maritime matters vary in nature, and appropriate statutes of limitations should be defined for each.
2. The limitation periods for filing claims related to recurring issues, such as towing and pilotage, should be shortened to prevent the liable party from being burdened with excessive payments that could force them to cease maritime operations.
3. The dangers of marine pollution are not confined to navigation but also impact the biological life of marine organisms, trade activities such as

fishing, and the usability of marine waters, which are a natural right for humans. They also hinder tourism activities and can even threaten human health. Therefore, states and international laws should extend the limitation periods for claims arising from marine pollution to the maximum extent possible and impose hefty fines to deter those responsible for marine pollution.

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