

TABLE OF CONTENTS

<i>Preface</i>	v
<i>Table of Cases</i>	xi
<i>Table of Statutes</i>	liii
<i>Table of Overseas Enactments</i>	lix
<i>Table of Statutory Instruments</i>	lxi
<i>Table of Hague-Visby Rules</i>	lxiii
<i>Table of Rotterdam Rules</i>	lxv
 1. NATURE OF BILLS OF LADING	
1. Preliminary	1-001
2. Definition and Classification of Bills of Lading	1-009
3. Shipper's Right to Redirect Goods	1-022
(a) Order bills	1-022
(b) "Straight" or "non-negotiable" bills	1-027
(c) Rotterdam Rules	1-032
 2. BILL OF LADING AS A RECEIPT	
1. Evidentiary Function	2-001
2. Statements Made without Authority	2-007
(a) Common law	2-007
(i) False statement as to fact of shipment	2-007
(ii) False statement as to quantity shipped	2-013
(b) Legislative modifications	2-014
(i) Before the Carriage of Goods by Sea Act 1992	2-014
(ii) Under the Carriage of Goods by Sea Act 1992	2-020
(c) Liability of signer	2-045
3. Other Problems	2-056
4. Rotterdam Rules	2-060
 3. BILL OF LADING AS A CONTRACTUAL DOCUMENT	
1. Bill of Lading as "Containing" or "Evidencing" the Contract of Carriage	3-001
2. Terms of the Bill of Lading Contract	3-012
(a) Introduction	3-012
(b) Statements of fact and promises	3-013
(c) Incorporation of charterparty terms	3-014
 4. PARTIES TO THE BILL OF LADING CONTRACT	
1. Introductory	4-001
2. Seller, Buyer and Carrier	4-003
(a) C.i.f. sales	4-004
(b) F.o.b. sales	4-011
3. Shipowner, Charterer and Shipper	4-032
 5. CONTRACTUAL EFFECTS OF TRANSFER OF BILLS OF LADING	
1. Introduction	5-001
2. Carriage of Goods by Sea Act 1992	5-012
(a) Transfer of contractual rights	5-013

(i) Acquisition of rights by lawful holder	5-013
(ii) Extent of rights transferred	5-031
(iii) Transfer of bill by or to a charterer	5-047
(iv) Spent bill of lading	5-065
(v) Effect of transfer on rights of other parties	5-070
(vi) Loss suffered by person other than lawful holder	5-083
(b) Imposition of contractual liabilities	5-091
(c) Destroyed and unascertained goods	5-113
3. Other Techniques for the Acquisition of Contractual Rights and Imposition of Contractual Liabilities	5-117
4. Liability in Tort	5-129
6. BILLS OF LADING AS DOCUMENTS OF TITLE	
1. Introduction	6-001
2. What Types of Bills are Documents of Title	6-007
3. "Negotiability" of Bills of Lading	6-045
4. Transfer and Retention of Property by Use of Bills of Lading	6-050
5. Bills in Sets	6-075
6. Rotterdam Rules	6-081
7. POSSIBLE EFFECTS OF BILLS OF LADING ON THIRD PARTIES	
1. Protecting a Person who is not a Party to the Contract	7-003
(a) The common law position	7-003
(i) Agency and implied contract	7-006
(ii) "Vicarious immunity"	7-015
(iii) Restrictions on duty of care	7-023
(iv) Bailment	7-027
(v) Express terms: Himalaya clauses	7-046
(vi) Other drafting devices	7-067
(vii) Estoppel	7-071
(b) Statutory modifications	7-073
(i) Hague-Visby Rules	7-073
(ii) Contracts (Rights of Third Parties) Act 1999	7-074
2. Binding a Person Who is not a Party to the Contract	7-081
(a) The common law position	7-081
(i) In general	7-081
(ii) Implied contract	7-084
(iii) Agency	7-089
(iv) Bailment	7-093
(v) Other techniques	7-111
(b) Statutory modifications	7-116
(i) Hague-Visby Rules	7-116
(ii) Contracts (Rights of Third Parties) Act 1999	7-118
8. OTHER RELATED DOCUMENTS	
1. Sea Waybills	8-001
(a) Scope of discussion	8-001
(b) Transfer of contractual rights	8-002
(c) Imposition of contractual liabilities	8-017
2. Mate's Receipts	8-018
3. Delivery Orders and Warrants	8-028

(a) Common law definitions	8-029
(b) Contractual effects at common law	8-033
(c) Contractual effects under Carriage of Goods by Sea Act 1992 ...	8-036
(i) Transfer of contractual rights	8-036
(ii) Imposition of contractual liabilities	8-056
(d) Whether delivery orders are documents of title	8-060
4. Multimodal Transport Documents	8-067
(a) Introductory	8-067
(b) Contractual effects	8-079
(c) Document of title function	8-084
5. Land and Air Carriage Documents	8-093
6. Paperless Transactions	8-094
9. THE HAGUE AND HAGUE-VISBY RULES	
1. The Common Law Regime for Carriage by Sea	9-001
(a) The basic common law regime	9-003
(b) Principles of Interpretation	9-011
(i) Seaworthiness	9-013
(ii) Care of cargo	9-032
(iii) Reasonable despatch	9-033
(iv) Duties of shipper	9-035
2. Deviation	9-036
Contribution in General Average	9-060
3. Statutory Regulation: the Hague-Visby Rules	9-061
(a) Introduction	9-061
(b) Application of the Rules	9-072
4. Definitions and Coverage	9-099
(a) Definitions	9-099
(b) Operations covered	9-119
5. Responsibilities and Liabilities of Carrier	9-132
6. Rights and Immunities of Carrier	9-206
7. The Package or Unit Limitation	9-249
8. Dangerous Goods	9-286
9. Carrier's Servants and Agents	9-295
10. Miscellaneous Provisions	9-308
11. The Future	9-326
10. THE ROTTERDAM RULES	
1. Introduction	10-001
2. General Provisions of the Convention	10-002
3. Scope of Application of the Convention	10-004
4. Electronic Transport Records	10-010
5. Obligations of the Carrier	10-012
6. Liability of the Carrier for Loss Damage or Delay	10-019
7. Additional Provisions Relating to Particular Stages of Carriage ...	10-029
8. Obligations of the Shipper to the Carrier	10-032
9. Transport Documents and Electronic Transport Records	10-044
10. Delivery of the Goods	10-056
11. Rights of the Controlling Party	10-062
12. Transfer of Rights	10-063
13. Limits of Liability	10-065
14. Time for Suit	10-067

CONTENTS

15. Jurisdiction and Arbitration	10-068
16. Validity of Contractual Terms	10-069
17. The Convention and Multimodal Transport	10-074

APPENDICES

I Act of Congress, 1893 (Harter Act)	813
II Carriage of Goods by Sea Act 1924	815
III Carriage of Goods by Sea Act 1971	821
IV Carriage of Goods by Sea Act 1992	829
V United States Carriage of Goods by Sea Act 1936	835
VI Rotterdam Rules	843
 Index	 885

TABLE OF CASES

- AET Inc Ltd v Arcadia Petroleum Ltd [2010] EWCA Civ 713; [2011] 1 All E.R. (Comm) 153; [2010] 2 Lloyd's Rep. 257; [2010] 1 C.L.C. 1073 CA (Civ Div). 7-012
AIG Europa (UK) Ltd v The Ethniki [2000] 2 All E.R. 566; [2000] 1 All E.R. (Comm) 65; [2000] C.L.C. 446; [2000] I.L.Pr. 426; [2000] Lloyd's Rep. I.R. 343 3-033
AMB Imballagi Plastici SRL v Pacflex Ltd [1999] 2 All E.R. (Comm) 249; [1999] C.L.C. 1391; [2000] E.C.C. 381; [1999] Eu. L.R. 930; (1999) 18 Tr. L.R. 153; (1999) 96(27) L.S.G. 34 CA 6-072
AP Moller-Maersk AS (t/a Maersk Line) v Sonaec Villas Cen Sad Fadoul [2010] EWHC 355 (Comm); [2010] 2 All E.R. (Comm) 1159; [2011] 1 Lloyd's Rep. 1; [2010] I.L.Pr. 32; [2010] Bus. L.R. D97 QBD (Comm) .. 1-014, 1-016, 1-022, 1-038, 4-031, 7-119, 8-013, 8-014
APL Co Pte Ltd v Voss Peer, sub nom. Voss v APL Co Pte Ltd [2002] 4 S.L.R. 481; [2002] 2 Lloyd's Rep. 707 6-020, 6-021, 6-024, 6-026, 6-028, 6-031, 9-108
A/S Hansens Tangens Rederi III v Total Transport Corp. (The Sagona) [1984] 1 Lloyd's Rep. 194 QBD 6-009
A/S Iverans Rederei A/S v MS Holstencruiser Seeschiffahrts GmbH & Co KG (The Holstencruiser). *See* Iverans Rederei A/S v MS Holstencruiser Seeschiffahrts GmbH & Co KG (The Holstencruiser) 2-007, 8-017, 8-079
A/S Rendal v Arcos Ltd (1937) 43 Com. Cas. 1 9-052
Abticosti Snipping Co v Viateur St Aman [1959] S.C.R. 372; [1959] 1 Lloyd's Rep. 352 9-085
Accurate Ltd v Asigra Inc [2009] EWHC 2655 (QB); [2010] 2 All E.R. (Comm) 738; [2009] 2 Lloyd's Rep. 599; [2010] Eu. L.R. 260 QBD 9-200
Ace Imports Pty v Companhia de Navegacao Lloyd Brasileiro (The Esmeralda) (1987) 10 N.S.W.L.R. 32; [1988] 1 Lloyd's Rep. 206, Sup Ct. (NSW) 2-002, 9-169, 9-170
Aconcagua, The. *See* Compania Sud Americana de Vapores SA v Sinochem Tianjin Import & Export Corp (The Aconcagua) 9-212, 9-292
Actis Co v Sanko Steamship Co (The Aquacharm) [1982] 1 W.L.R. 119; [1982] 1 All E.R. 390; [1982] 1 Lloyd's Rep. 7; [1981] Com. L.R. 274; 125 S.J. 790 CA 9-015, 9-017
Adamastos Shipping Co Ltd Anglo Saxon Petroleum Co Ltd, sub nom. Anglo Saxon Petroleum Co Ltd v Adamastos Shipping Co Ltd [1959] A.C. 133; [1958] 2 W.L.R. 688; [1958] 1 All E.R. 725; [1958] 1 Lloyd's Rep. 73; 102 S.J. 290 HL 3-005, 3-016, 9-071, 9-092, 9-209, 9-256
Adler v Dickson (No.1) [1955] 1 Q.B. 158; [1954] 3 W.L.R. 696; [1954] 3 All E.R. 397; [1954] 2 Lloyd's Rep. 267; 98 S.J. 787 CA..... 7-007, 7-016, 7-018, 7-020, 7-022, 7-028, 7-050, 7-085, 9-295, 9-302
Aegean Sea Traders Corp. v Repsol Petroleo SA (The Aegean Sea) [1998] 2 Lloyd's Rep. 39; [1998] C.L.C. 1090 QBD (Comm Ct) . 1-012, 5-009, 5-015, 5-019, 5-021, 5-022, 5-024, 5-029, 5-093, 5-096, 5-097, 5-099, 5-107, 9-245
Aegean Sea, The. *See* Aegean Sea Traders Corp. v Repsol Petroleo SA (the Aegean Sea) ... 1-012, 5-009, 5-015, 5-019, 5-021, 5-022, 5-024, 5-029, 5-093, 5-096, 5-097, 5-099, 5-107, 9-245
Aegis Spirit, The. *See* Matsushita Electric Corp. of America v The Aegis Spirit (The Aegis Spirit) 4-033
Afovos Shipping Co SA v R Pagnan & Fratelli (The Afovos) [1983] 1 W.L.R. 195; [1983] 1 All E.R. 449; [1983] 1 Lloyd's Rep. 335; [1983] Com. L.R. 83; (1983) 127 S.J. 98 HL 9-029
Afovos, The, *See* Afovos Shipping Co SA v R Pagnan & Fratelli (The Afovos) 9-029
Africa Express Line Ltd v Socofi SA [2009] EWHC 3223 (Comm); [2010] 2 All E.R. (Comm) 1085; [2010] 2 Lloyd's Rep. 181; [2010] I.L.Pr. 15 QBD (Comm). 3-033
Afromar Inc v Greek Atlantic Cod Fishing Co (The Penelope II) [1980] 2 Lloyd's Rep. 17; (1980) 124 S.J. 46 CA (Civ Div) 7-083
Agios Lazarus, The. *See* Nea Agrex SA v Baltic Shipping Co Ltd (The Agios Lazaros) ... 9-083, 9-090, 9-187
Agnew v IRC [2001] UKPC 28; [2001] 2 A.C. 710 4-054
Agrosin Pty Ltd v Highway Shipping Co Ltd (The Mata K) [1998] 2 Lloyd's Rep. 614; [1998] C.L.C. 1300 QBD (Comm Ct) 2-002, 2-003, 2-004, 2-017, 2-021, 3-025, 5-057, 9-154, 9-166, 9-170, 9-310, 10-045, 10-049
Ahmad v Mitsui OSK Lines Ltd (ARB 008 331) [2005] FCA 731 5-029
Ailsa Craig Fishing Co Ltd v Malvern Fishing Co Ltd [1983] 1 W.L.R. 964; [1983] 1 All E.R. 101; [1983] 1 Lloyd's Rep. 183 (Note); 1982 S.C. (H.L.) 14; 1982 S.L.T. 377; (1983) 80 L.S.G. 2516; (1983) 127 S.J. 508 HL 9-024