

**Third International Annual Conference**  
**“Practice of maritime business: Sharing experience.”**  
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**INTERPRETING A CONTAINER BILL OF LADING**

“You can’t judge the sausage by its skin”

John Richardson

P&O Containers Limited  
1990

**WHAT IS IT AND WHAT DOES EVERYTHING IN IT MEAN?**

- **Liner Service**
- **Liner Bill of Lading**
  - **Owner**
  - **Time Charterer**
  - **Slot Charterer – NVO**
  - **Freight Forwarder**

**COMBINED TRANSPORT BILL**

Issued by CTO covering “Door to Door” Multimodal Transport in one Contract of Carriage

**THROUGH TRANSPORT BILL**

- Contract of Carriage using more than one Carrier
- “Carrier” only for carriage of goods by sea
- Land leg sub-contracted by “carrier” to another
- Issuer of Bill only “AGENT” for land leg
- Another carrier is principal for these legs
- Significance?
  - Contracting with one or possibly two principals with whom you have little or no knowledge
  - Unaware of financial standing of one possibly two of your contracting counterparts
  - Different liability regimes from HVR e.g. RHA, CMR
  - Different time limits applicable
  - Security?

**The Back (the inside of the sausage)**

- This is where we see the true colours of the bill
- Definitions (Clause 1)
  - Carrier
  - Carriage
  - Port of loading
  - Port of discharge

- Combined Transport
- Port to Port
- Hague Rules

**WHAT ARE THE LIABILITIES OF THE CARRIER?**

Port to Port – Clause 5

“Carrier liable for loss, damage and delay from and during loading to and during discharge from the vessel... in accordance with national law making Hague Rules applicable to the Bill of Lading”

**NB** Carrier is not responsible for loss, damage and delay if this arises prior to the loading or subsequent to discharge

**COMBINED TRANSPORT**

**Clause 6**

“Carrier undertakes to perform the carriage from the place of receipt or port of loading, whichever applies, to the port of discharge or place of delivery, whichever applies, but the carrier shall only be liable as set out....”

**LIABILITY DEPENDS ON WHETHER THE STAGE OF LOSS, OR DAMAGE IS KNOWN**

- **If not known**
    - Cl. 6(1)
    - Basically carrier is liable unless carrier can prove he falls within certain exceptions
  - **If known**
    - Cl 6(2)
    - Liability will then be determined either:
      - \* by the provisions of an international convention that cannot be departed from (e.g. HVR or CMR)
      - \* If no international convention compulsorily applicable or national law the Hague Rules (Art 1-8 only)
      - \* If neither, then 6(1) applies
- NB:** Time bar 6(5)
- Sneaky
  - Carrier discharged from liability unless suit commenced and notice given within 9 months after delivery or if no delivery 10 months after bill date

**So this is a CT Bill**

**WHAT IF IT IS A US CARRIAGE THOUGH?**

- Historical position
  - US did not recognise CT Bills only TT Bills
  - Clause 27
    - \* Covers carriage to, from and through US port
    - \* Will be subject to US COGSA

\* Applies while the goods are at sea or in the “custody” of the Carrier at “Sea Terminal” before and after loading and discharge  
BUT “the Carrier is not liable for the goods whilst they are not at sea or at the sea terminal. The Carrier, during these times, is only an AGENT for the other Carrier”

So after all what purports to be a CT Bill is when there is any US involvement in the carriage a TT bill

## **PACKAGE AND WEIGHT LIMITATIONS**

- Hague Rules
  - How are these applicable? Either contractually or compulsorily by Convention or national law
  - Article IV r.5
  - £100 per package or unit (NB: US COGSA)
  - “ROSA S” – Gold Value of £100 (are Articles 9 and 10 applicable?)
  - What is a package?
  - “River Gurara”
  - No weight limitation provisions
  - Watch out for one or only a few packages enumerated on the bill of lading
  
- Hamburg Rules
  - Article VI
  - Package – 835 SDRs per package
  - Weight – 2.5 SDRs per kilogram of gross weight