

June, 1935

**THE MARITIME LAW ASSOCIATION  
OF THE UNITED STATES**

---

THE HAGUE RULES

---

THE CARRIAGE OF GOODS BY SEA BILL, 1935

---

BRUSSELS INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING TO OCEAN BILLS OF LADING

---

On January 17, 1935, Senator White of Maine introduced S. 1152, "A Bill Relating to Carriage of Goods by Sea," embodying the text of the Hague Rules with some textual differences, hereinafter noted.

On April 1, 1935, the Senate, on a favorable report from the Committee on Foreign Relations, presented by Senator Elbert D. Thomas of Utah, gave its advice and consent to the ratification of the Brussels Convention. The report is Senate Executive Report No. 2, 74th Congress, 1st Session, March 28, 1935. The Convention had been sent to the Senate on February 26, 1927, the report being Executive E, 69th Congress, 2nd Session.

On May 10, 1935, the Senate Committee on Commerce, with Senator Copeland presiding, held a hearing on S. 1152, and the proceedings have been printed.

On May 13, 1935 (Calendar day, May 28) the Committee on Commerce brought in a favorable report (No. 742).

The report, the Bill as reported, and the Convention are printed herewith.

SENATE

74TH CONGRESS—1st Session

REPORT No. 742

CARRIAGE OF GOODS BY SEA

---

MAY 13 (calendar day, MAY 28), 1935.—Ordered to be printed  
MR. WHITE, from the Committee on Commerce, submitted the  
following

REPORT

[To accompany S. 1152]

The Committee on Commerce, to whom was referred the bill (S. 1152) relating to carriage of goods by sea, has considered the bill and report thereon with amendments. As so amended the committee recommended that the bill do pass.

The amendments which your committee recommended are as follows:

Page 4, line 14, add the following:

*Provided*, That nothing in this Act shall be construed as repealing or limiting the application of any part of the Act, as amended, entitled "An Act relating to bills of lading in interstate and foreign commerce," approved August 29, 1916 (U. S. C., title 49, secs. 81-124), commonly known as the "Pomerene Bills of Lading Act."

The foregoing amendment is intended to preserve in effect the provisions of the Pomerene Act which hold a carrier liable for receipt of goods signed for by its representatives even though they may not actually have been received, this provision of the Pomerene Act having been found necessary to prevent abuses that were being practiced with damage resulting due to the negotiable character of the bill of lading.

Prior to the enactment of the Pomerene Act a number of cases had arisen in which shippers had induced representatives

of common carriers to sign bills of lading receipting (for illustration) for a certain number of bales of cotton, on the shipper's assurance that the cotton would later be delivered to the carrier. The shipper would then dispose of the bill of lading through the usual discounting procedure. Sometimes with intent to defraud and sometimes merely through financial inability as a result of rise in price, and\* (sic) shipper would fail to deliver the cotton. The courts held the fact that the goods had not actually been received to be an adequate defense to relieve the common carrier of liability. This loophole led to frauds on a large scale until the Pomerene Act finally made them impossible by providing that the carrier shall be liable for goods receipted for by its representatives, even though they may not actually have been received. All interests concerned appear to agree upon the importance of preserving this effect of the Pomerene Act.

The proposed amendment would also leave in effect provisions of the Pomerene Act in possible cases where loading of shipments going by ocean transport may be done by the shippers, cases which are not otherwise adequately provided for by the bill.

Page 5, line 6, insert:

If the loss or damage is not apparent, the notice must be given within three days of the delivery.

Said notice of loss or damage may be endorsed upon the receipt for the goods given by the person taking delivery thereof.

The first sentence of this amendment will have the effect of restoring to the text of the bill a provision which is found in the corresponding place in the Brussels Convention signed on behalf of the United States on June 23, 1925, which the bill is designed to implement. The second sentence of this amendment is recommended for purposes of clarification and to avoid possible litigation. It will make clear that the notice of loss or damage does not necessarily have to be by a separate formal document but that it may be given through a notation upon the receipt for the goods.

---

\* the

Page 5, line 13, add the following:

*Provided*, That if a notice of loss or damage, either apparent or concealed, is not given as provided for in this section, that fact shall not affect or prejudice the right of the shipper to bring suit within one year after the delivery of the goods or the date when the goods should have been delivered.

This amendment is recommended for purposes of clarification and to avoid possible litigation. It will make clear that failure to give notice of loss or damage, although constituting prima facie evidence of delivery of the goods in good condition, will not bar the owner of the goods from bringing suit within a year. This proviso makes explicit a right which otherwise might be regarded as merely implied in the language of the preceding paragraph. This definite assurance to shippers of 1 year in which to file suit, in place of the varying limits of 6 months, 3 months or even shorter periods frequently found in bills of lading now in use, has been regarded as one of the chief merits of the proposed uniform ocean bill of lading.

Page 6, line 3, change the word "paragraph" to "section." The word "paragraph" is deemed too narrow. The only portions of the act affecting a "shipped" bill of lading are found in section 3 in which this paragraph occurs and the word "section" corresponds exactly to that used in the text of the convention.

Page 7, line 21, add:

*Provided*, That nothing herein contained shall be construed to relieve a carrier from responsibility for the carrier's own acts;

The amendment is intended to clarify the provision of the bill which fails to place upon the carrier responsibility for due consideration of the interests of cargo in connection with labor difficulties. For example, a cargo containing perishables was in Habana harbor when during a stevedore strike the owners of the cargo offered to unload it with their own forces but the ship-owner refused to permit this, taking the viewpoint that it was not responsible for the damage which, in the case cited, actually

resulted from the labor difficulties. The proviso would require the shipowner to give proper consideration to the rights of cargo under such circumstances.

Page 8, line 24, and page 9, line 1: Strike out the words "securing or delivering" and substitute "loading or unloading."

The substituted words relate to specific, easily determined actions of the carrier, whereas the words "securing or delivering" may involve activities of shore agents of the carrier, and therefore be subject to more uncertainty. For this reason the words "loading or unloading" are regarded as preferable for purposes of clarification and to avoid possible litigation.

Page 8, line 9, strike out the word "or" and substitute "*and*." The word "or" occurs in the original text of the Brussels Convention, but it is an obvious error in draftsmanship, as it appears to give the carrier a choice of alternatives as to what it must prove to escape liability, instead of imposing upon the carrier the burden of proving itself free of both fault *and* privity, which is the plain sense of the situation intended to be covered. The British Act of 1924 contains the same error, and reads *or* instead of *and*; but the English Court of Appeal held that the error is so obvious that the word *or* will be judicially construed to read *and*.

Page 9, line 6: After the word "package," insert "lawful money of the United States." This is to meet the change in our monetary situation.

Page 12, lines 17 and 18: Strike out section 9. This is also to meet the change in our monetary situation. The succeeding sections will be renumbered because of the omission of section 9.

Page 14, line 11: Strike out the words "island possessions and Alaska" and substitute "Districts, territories and possessions." This change is proposed by the Department of Commerce and conforms to the well-settled form of phraseology for references of this kind.

Page 15, lines 6 and 7: Strike out the words "United States Shipping Board and of the." This is appropriate as the authority of the Shipping Board has been transferred to the Secretary of Commerce, who is mentioned in this section of the bill.

Page 15, line 10: After the word "Act," insert "or by the laws of any foreign country or countries relating to the carriage of goods by sea." This is proposed in order to give the President the authority to suspend the operations of title I of the act in the event that the laws of any foreign country or countries should have the effect of prejudicing the foreign commerce of the United States in competition with that of foreign nations.

On May 10, 1935, a hearing was held before your committee at which it appeared that the previously conflicting views of the various interests as to desirable amendments had been largely harmonized. This result was greatly contributed to by a general conference on uniform ocean bills of lading held at Washington in November, 1930. At this November conference the interests represented, including shippers, cargo underwriters, and bankers who deal in commercial paper secured by bills of lading, unani- mously agreed as to the provisions of the bill substantially as now reported by your committee. Representatives of this conference at the hearing held by your Commerce Committee on May 10, testified confirming the support of the interests men- tioned for this measure and the importance of its prompt enact- ment. The American Steamship Owners' Association, through their representative at the hearing, expressed complete agreement with the bill as now reported.

The representative of the Transatlantic Associated Freight Conferences, who attended the hearing before this committee, offered certain objections. These objections are directed in the present draft of the bill to two of the amendments on the subject of the right to sue without notice (p. 5, line 13), and deviation (p. 8, line 24, to p. 9, line 2). These two amendments, however, are still considered essential by the shippers, have been agreed to by representatives of the American Steamship Owners' Asso- ciation and have the approval of your committee.

On April 1 of this year, the Senate voted to ratify the Brus- sels Convention for the unification of certain rules relating to bills of lading signed on behalf of the United States on June 23, 1925. This pending legislation in a sense implements the pro- visions of this international convention. Its enactment is desirable for the further reason that there is some measure of doubt as to whether the rules of the convention would apply (1) as between

an American shipper and an American steamship owner, and (2) as between American shippers and steamship owners belonging to countries which have not ratified the convention. This legislation supplements the convention in that it makes the convention provisions surely applicable to all carriers engaged in American trade when they are before American courts. It may be noted, also, that the enactment of a statute by the United States would be in conformity with the procedure of the nations which have heretofore ratified the convention.

The bill brings the American statute law as to ocean bills of lading into general accord with the Brussels convention, with certain amendments and additional clauses required to adapt the convention to American conditions. It also will accomplish real uniformity and agreement with many other nations as to the text of those clauses of ocean bills of lading with which the bill deals.

The text of title I of the bill, with the exception of the proviso relating to deviation (p. 8, lines 23 and 24, and p. 9, lines 1 and 2) and the clarifying amendments hereinbefore mentioned, is practically word for word the same as the Brussels Convention, which was signed by 14\* (sic) nations including the United States. The chairman of the committee which put the convention in its final form was the leading American delegate to the conferences at which it was drawn up, the late Judge Charles M. Hough of the Circuit Court of Appeals, Second Circuit.

The text of title I is also practically word for word the same as the texts enacted in other important maritime nations pursuant to the Brussels Convention. We have reason to believe that a number of additional nations are prepared to enact the uniform text as soon as the United States has taken this action. This bill, therefore, is an important step in a world-wide movement for uniformity in ocean bills of lading.

In two cases the preservation of existing American law is provided for at appropriate points in title I. As earlier explained the committee amendment at page 4, line 14, preserves the effectiveness of the Pomerene Bills of Lading Act of 1916 in all situations to which it applies. Likewise, on page 12, lines 9 to 16, our statutes concerning rights and obligations of shipowners not within the scope of this bill are expressly preserved.

---

\* 24.

Title II of the bill, in the main, prescribes the application under American conditions of the provisions of title I and their relationship to our existing law. It also includes certain modifying provisions to accord with American law and practice.

It preserves the prohibition of American law, particularly the Shipping Act, 1916, as amended, against discrimination between competing shippers similarly placed in time and circumstances. It amends the provisions of the Interstate Commerce Act relating to through export bills of lading insofar as carriage by sea is concerned. It makes suitable provision for cases in which, as frequently practiced in the United States, the weight is ascertained or accepted by a third party other than the carrier or shipper.

The bill, when enacted, will, in respect of foreign commerce by sea, supersede the present act of February 13, 1893, popularly known as the "Harter Act," from the time the goods are loaded on, to the time when they are discharged from, the ship. It will not supersede or alter the Harter Act in any other respect. The effectiveness of the Harter Act in all other situations to which it applied is expressly preserved in title II.

Title II also makes optional the use of the uniform ocean bill of lading in our coastwise or intercoastal trade.

Finally, title II provides that the President, by proclamation, may suspend the operation of title I in certain situations adversely affecting American commerce in competition with that of other countries.

---

The Senate Committee on Commerce had the following membership: Duncan U. Fletcher of Florida, Morris Sheppard of Texas, Royal S. Copeland of New York, Josiah W. Bailey of North Carolina, Hattie W. Caraway of Arkansas, Bennett Champ Clark of Missouri, Louis Murphy of Iowa, John W. Overton of Louisiana, Nathan L. Bachman of Tennessee, Fred H. Brown of New Hampshire, Charles L. McNary of Oregon, Hiram W. Johnson of California, Gerald P. Nye of North Dakota, Arthur W. Vandenberg of Michigan, Wallace H. White, Jr., of Maine, Ernest W. Gibson of Vermont.



S. 1152

74TH CONGRESS—1ST SESSION

## IN THE SENATE OF THE UNITED STATES

JANUARY 17, 1935

MR. WHITE introduced the following bill; which was read twice  
and referred to the Committee on Commerce

## A BILL

Relating to the carriage of goods by sea.

TEXT AS AMENDED AND REPORTED.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea to or from ports of the United States, in foreign trade, shall have effect subject to the provisions of this Act.

## TITLE I

SECTION 1. When used in this Act—

(a) The term "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.

(b) The term "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, insofar as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.

(c) The term "goods" includes goods, wares, merchandise, and articles of every kind whatsoever, except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

(d) The term "ship" means any vessel used for the carriage of goods by sea.

(e) The term "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

#### RISKS

SEC. 2. Subject to the provisions of section 6, under every contract of carriage of goods by sea, the carrier in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities and entitled to the rights and immunities hereinafter set forth.

#### RESPONSIBILITIES AND LIABILITIES

SEC. 3. (1) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

- (a) Make the ship seaworthy ;
- (b) Properly man, equip, and supply the ship ;
- (c) Make the holds, refrigerating and cooling chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

(2) The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

(3) After receiving the goods into his charge the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

- (a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

(b) Either the number of packages or pieces, or the quantity or weight, as the case may be, as furnished in writing by the shipper.

(c) The apparent order and condition of the goods: *Provided*, That no carrier, master, or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

(4) Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraphs (3) (a), (b), and (c), of this section: *Provided*, That nothing in this Act shall be construed as repealing or limiting the application of any part of the Act, as amended, entitled "An Act relating to bills of lading in interstate and foreign commerce," approved August 29, 1916 (U. S. C., Title 49, secs. 81-124), commonly known as the "Pomerene Bills of Lading Act."

(5) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him; and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(6) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent, the notice must be given within three days of the delivery. Said notice of loss or damage may be endorsed upon the receipt for the goods given by the person taking delivery thereof.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered: *Provided*, That if a notice of loss or damage, either apparent or concealed, is not given as provided for in this section, that fact shall not affect or prejudice the right of the shipper to bring suit within one year after the delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

(7) After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading: *Provided*, That if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this section be deemed to constitute a "shipped" bill of lading.

(8) Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with the goods, arising from negligence, fault, or failure in the duties and obligations provided in this section, or lessening such liability otherwise than as provided in this Act, shall be null and void and of no effect. A benefit of insurance in favor of the carrier, or similar clause, shall be deemed to be a clause relieving the carrier from liability.

## RIGHTS AND IMMUNITIES

SEC. 4. (1) Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped, and supplied, and to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage, and preservation in accordance with the provisions of paragraph (1) of section 3. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other persons claiming exemption under this section.

(2) Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

(a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;

(b) Fire, unless caused by the actual fault or privity of the carrier;

(c) Perils, dangers, and accidents of the sea or other navigable waters;

(d) Act of God;

(e) Act of war;

(f) Act of public enemies;

(g) Arrest or restraint of princes, rulers, or people, or seizure under legal process;

(h) Quarantine restrictions;

(i) Act or omission of the shipper or owner of the goods, his agent or representative;

(j) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general: *Provided*, That nothing herein contained shall be construed to relieve a carrier from responsibility for the carrier's own acts;

- (k) Riots and civil commotions;
- (l) Saving or attempting to save life or property at sea;
- (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;
- (n) Insufficiency of packing;
- (o) Insufficiency or inadequacy of marks;
- (p) Latent defects not discoverable by due diligence; and
- (q) Any other cause arising without the actual fault and privity of the carrier and without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(3) The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

(4) Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of this Act or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom: *Provided, however,* That if the deviation is for the purpose of loading or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.

(5) Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding \$500 per package lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. This declaration, if embodied in the bill of lading, shall be prima facie evidence, but shall not be conclusive on the carrier.

By agreement between the carrier, master, or agent of the carrier, and the shipper another maximum amount than that mentioned in this paragraph may be fixed: *Provided*, That such maximum shall not be less than the figure above named. In no event shall the carrier be liable for more than the amount of damage actually sustained.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with the transportation of the goods if the nature or value thereof has been knowingly and fraudulently misstated by the shipper in the bill of lading.

(6) Goods of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

SURRENDER OF RIGHTS AND IMMUNITIES AND INCREASE OF  
RESPONSIBILITIES AND LIABILITIES

SEC. 5. A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under this Act, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this Act shall not be applicable to charter parties; but if bills of lading are issued in the case of a ship under a charter party, they shall comply with the terms of this Act. Nothing in this Act shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

## SPECIAL CONDITIONS

SEC. 6. Notwithstanding the provisions of the preceding sections, a carrier, master or agent of the carrier, and a shipper shall, in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness (so far as the stipulation regarding seaworthiness is not contrary to public policy), or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea: *Provided*, That in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a nonnegotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect: *Provided*, That this section shall not apply to ordinary commercial shipments made in the ordinary course of trade but only to other shipments where the character or condition of the property to be carried or the circumstances, terms, and conditions under which the carrier is to be performed are such as reasonably to justify a special agreement.

SEC. 7. Nothing contained in this Act shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

SEC. 8. The provisions of this Act shall not affect the rights and obligations of the carrier under the provisions of the Shipping Act, 1916, or under the provisions of sections 4281 to 4289, inclusive, of the Revised Statutes of the United States, or of any amendments thereto; or under the provisions of any other enactment for the time being in force relating to the limitation of the liability of the owners of seagoing vessels.



## TITLE II

SECTION 9. Nothing contained in this Act shall be construed as permitting a common carrier by water to discriminate between competing shippers similarly placed in time and circumstances, either (a) with respect to their right to demand and receive bills of lading subject to the provisions of this Act; or (b) when issuing such bills of lading, either in the surrender of any of the carrier's rights and immunities or in the increase of any of the carrier's responsibilities and liabilities pursuant to section 5, title I, of this Act; or (c) in any other way prohibited by the Shipping Act, 1916, as amended.

SEC. 10. Section 25 of the Interstate Commerce Act is hereby amended by adding the following proviso at the end of paragraph 4 thereof: "*Provided, however,* That insofar as any bill of lading authorized hereunder relates to the carriage of goods by sea, such bill of lading shall be subject to the provisions of the Carriage of Goods by Sea Act."

SEC. 11. Where under the customs of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper, and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in this Act, the bill of lading shall not be deemed to be prima facie evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

SEC. 12. Nothing in this Act shall be construed as superseding any part of the Act entitled "An Act relating to navigation of vessels, bills of lading, and to certain obligations, duties, and rights in connection with the carriage of property," approved February 13, 1893,\* or of any other law which would be applicable in the absence of this Act, insofar as they relate to the duties, responsibilities, and liabilities of the ship or carrier prior to the time when the goods are loaded on or after the time they are discharged from the ship.

---

\* Commonly known as the Harter Act.

SEC. 13. This Act shall apply to all contracts for carriage of goods by sea to or from ports of the United States in foreign trade. As used in this Act the term "United States" includes its districts, territories, and possessions: *Provided, however,* That the Philippine Legislature may by law exclude its application to transportation to or from ports of the Philippine Islands. The term "foreign trade" means the transportation of goods between the ports of the United States and ports of foreign countries. Nothing in this Act shall be held to apply to contracts for carriage of goods by sea between any port of the United States or its possessions, and any other port of the United States or its possessions: *Provided, however,* That any bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea between such ports, containing an express statement that it shall be subject to the provisions of this Act, shall be subjected hereto as fully as if subject hereto by the express provisions of this Act: *Provided further,* That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea from ports of the United States, in foreign trade, shall contain a statement that it shall have effect subject to the provisions of this Act.

SEC. 14. Upon the certification of the Secretary of Commerce that the foreign commerce of the United States in its competition with that of foreign nations is prejudiced by the provisions, or any of them, of title I of this Act, or by the laws of any foreign country or countries relating to the carriage of goods by sea, the President of the United States may, from time to time, by proclamation, suspend any or all provisions of title I of this Act for such periods of time or indefinitely as may be designated in the proclamation. The President may at any time rescind such suspension of title I hereof, and any provisions thereof which may have been suspended shall thereby be reinstated and again apply to contracts thereafter made for the carriage of goods by sea. Any proclamation of suspension or rescission of any such suspension shall take effect on a date named therein, which date shall be not less than ten days from the issue of the proclamation.

Any contract for the carriage of goods by sea, subject to the provisions of this Act, effective during any period when title I

hereof, or any part thereof, is suspended, shall be subject to all provisions of law now or hereafter applicable to that part of title I which may have thus been suspended.

SEC. 15. This Act shall take effect ninety days after the date of its approval; but nothing in this Act shall apply during a period not to exceed one year following its approval to any contract for the carriage of goods by sea, made before the date on which this Act is approved, nor to any bill of lading or similar document of title issued, whether before or after such date of approval in pursuance of any such contract as aforesaid.

SEC. 16. This Act may be cited as the "Carriage of Goods by Sea Act."

---

INTERNATIONAL CONVENTION FOR THE UNIFICATION  
OF CERTAIN RULES RELATING  
TO BILLS OF LADING

(Translation by the State Department)\*

The President of the German Republic, the President of the Argentine Republic, His Majesty the King of the Belgians, the President of the Republic of Chile, the President of the Republic of Cuba, His Majesty the King of Denmark, His Majesty the King of Spain, The Chief of the Estonian State, the President of the United States of America, the President of the Republic of Finland, the President of the French Republic, His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Possessions beyond the seas, Emperor of India, the Regent of the Kingdom of Hungary, His Majesty the King of Italy, His Majesty the Emperor of Japan, the President of the Republic of Latvia, the President of the Republic of Mexico,† His Majesty the King of Norway, Her Majesty the Queen of the Netherlands, the President of the Republic of Peru,‡ the President of the Republic of Poland, the

---

\*The original text is in French.

† Mexico and Peru were not represented at the Fifth Session of the International Conference on Maritime Law at Brussels, October 17-26, 1922, where the Rules were unanimously agreed upon by the twenty-four States there present.

President of the Portuguese Republic, His Majesty the King of Rumania, His Majesty the King of the Serbs, Croats and Slovenes, His Majesty the King of Sweden and the President of the Republic of Uruguay.‡

Having recognized the utility of laying down in common accord certain uniform rules relating to bills of lading have decided to conclude a Convention to that effect and have designated as their Plenipotentiaries, namely:

The President of the German Republic:

His Excellency Mr. von Keller, Minister of Germany, at Brussels.

The President of the Argentine Republic:

His Majesty the King of the Belgians:

Mr. L. Franck, Minister of Colonies, President of the International Maritime Committee;

Mr. A. Le Jeune, Senator, Vice President of the International Maritime Committee;

Mr. F. Sohr, Doctor of Law, Secretary General of the International Maritime Committee; Professor at the University of Brussels.

The President of the Republic of Chile:

The President of the Republic of Cuba:

His Majesty the King of Denmark:

His Majesty the King of Spain:

His Excellency the Marquis of Villalobar and Guimarey, Ambassador of Spain at Brussels.

Chief of the Estonian State:

His Excellency Mr. Pusta, Minister of Estonia at Brussels.

The President of the United States of America:

His Excellency Mr. William Phillips, Ambassador of the United States at Brussels.

The President of the Republic of Finland:

---

‡ 26 governments.

The President of the French Republic:

His Excellency Mr. M. Herbette, Ambassador of France  
at Brussels.

His Majesty the King of the United Kingdom of Great Britain  
and Ireland and of the British Possessions beyond the  
seas, Emperor of India:

His Excellency the Right Honorable Sir George Gra-  
hame, G. C. V. O., K. C. M. G., Ambassador of His  
Britannic Majesty at Brussels.

The Regent of the Kingdom of Hungary:

Count Olivier Woraczizky, Baron of Pabienitz, Charge  
d'Affaires of Hungary at Brussels.

His Majesty the King of Italy:

Mr. J. Daneo, Charge d'Affaires ad interim of Italy at  
Brussels.

His Majesty the Emperor of Japan:

His Excellency Mr. M. Adatci, Ambassador of Japan at  
Brussels.

The President of the Republic of Latvia:

The President of the Republic of Mexico:

His Majesty the King of Norway:

Her Majesty the Queen of the Netherlands:

The President of the Republic of Peru:

The President of the Republic of Poland:

His Excellency Count Jean Szembek, Minister of Poland  
at Brussels.

The President of the Portuguese Republic:

His Majesty the King of Rumania:

His Excellency Mr. Henry Catargi, Minister of Rumania  
at Brussels.

His Majesty the King of the Serbs, Croats and Slovenes:

Messrs. Straznicky and Verona.

His Majesty the King of Sweden:

The President of the Republic of Uruguay:

Who, duly authorized therefor have agreed on the following:

ARTICLE I.—DEFINITIONS.

In this convention the following words are employed with the meanings set out below:

(a) "Carrier" includes the owner of the vessel or the charterer who enters into a contract of carriage with a shipper.

(b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea; it also applies to any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such instrument regulates the relations between a carrier and a holder of the same.

(c) "Goods" includes goods, wares, merchandise, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

(d) "Ship" means any vessel used for the carriage of goods by sea.

(e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

ARTICLE II.—RISKS.

Subject to the provisions of Article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

ARTICLE III.—RESPONSIBILITIES AND LIABILITIES.

1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to—

(a) Make the ship seaworthy;

(b) Properly man, equip, and supply the ship;

(c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

2. Subject to the provisions of Article IV the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things:

(a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;

(b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;

(c) The apparent order and condition of the goods;

Provided that no carrier, master, or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable grounds for suspecting not accurately to represent the goods actually received or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b), and (c).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his

responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

If the loss or damage is not apparent, the notice must be given within three days of the delivery of the goods.

The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading. At the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article III, it shall for the purpose of this article be deemed to constitute a "shipped" bill of lading.

8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence,



fault, or failure in the duties and obligations provided in this article, or lessening such liability otherwise than as provided in this convention, shall be null and void and of no effect. A benefit of insurance in favor of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

ARTICLE IV.—RIGHTS AND IMMUNITIES.

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy and to secure that the ship is properly manned, equipped, and supplied and to make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried fit and safe for their reception, carriage, and preservation in accordance with the provisions of paragraph 1 of Article III. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of the diligence shall be on the carrier or other person claiming exemption under this article.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from:

(a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.

(b) Fire, unless caused by the actual fault or privity of the carrier.

(c) Perils, dangers, and accidents of the sea or other navigable waters.

(d) Act of God.

(e) Act of War.

(f) Act of public enemies.

(g) Arrest or restraint of princes, rulers, or people or seizure under legal process.

(h) Quarantine restrictions.

(i) Act or omission of the shipper or owner of the goods, his agent, or representative.

(j) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general.

(k) Riots and civil commotions.

(l) Saving or attempting to save life or property at sea.

(m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods.

(n) Insufficiency of packing.

(o) Insufficiency or inadequacy of marks.

(p) Latent defects not discoverable by due diligence.

(q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier, or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this convention or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding 100 pounds sterling per package or unit or the equivalent of that sum in other currency unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration if embodied in the bill of lading shall be prima facie evidence but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master, or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connection with, goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier, master, or agent of the carrier has not consented with knowledge of their nature and character may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

ARTICLE V.—SURRENDER OF RIGHTS AND IMMUNITIES AND  
INCREASE OF RESPONSIBILITIES AND LIABILITIES.

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities, or to increase any of his responsibilities and liabilities under this convention provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter-party they shall comply with the terms of this convention. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

## ARTICLE VI.—SPECIAL CONDITIONS.

Notwithstanding the provisions of the preceding articles, a carrier, master, or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or concerning his obligation as to seaworthiness so far as this stipulation is not contrary to public policy, or concerning the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a nonnegotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect :

Provided that this article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms, and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

ARTICLE VII.—LIMITATIONS ON THE APPLICATION OF  
THE RULES.

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connection with, the custody and care and handling of goods prior to the loading on, and subsequent to the discharge from, the ship on which the goods are carried by sea.

## ARTICLE VIII.—LIMITATION OF LIABILITY.

The provisions of this convention shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of seagoing vessels.

ARTICLE IX.

The monetary units mentioned in this convention are to be taken to be gold value.

Those contracting states in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this convention in terms of pound sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing on the day of the arrival of the ship at the port of discharge of the goods concerned.

ARTICLE X.

The provisions of this convention shall apply to all bills of lading issued in any of the contracting States.

ARTICLE XI.

After an interval of not more than two years from the day on which the convention is signed, the Belgian Government shall place itself in communication with the governments of the high contracting parties which have declared themselves prepared to ratify the convention, with a view to deciding whether it shall be put into force.\* The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said governments. The first deposit of ratifications shall be recorded in a process-verbal signed by the representatives of the powers which take part therein and by the Belgian Minister for Foreign Affairs.

The subsequent deposits of ratifications shall be made by means of a written notification, addressed to the Belgian Government and accompanied by the instrument of ratification.

---

\* The Convention was ratified June 2, 1930, by the following States: Belgium, Great Britain, Hungary, Monaco, Spain; these ratifications became effective June 2, 1931, when the Convention went into force. Subsequent ratifications have been: Zanzibar, June 2, 1931; Netherlands, May 15, 1931, effective November 15, 1931. Legislation without ratification has been enacted and put into effect by Australia and India and most of the British possessions except Canada, Newfoundland, New Zealand and Union of South Africa. Italy has enacted the Rules but delays putting them into effect.

A duly certified copy of the proces-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the powers who have signed this convention or who have acceded to it. In the cases contemplated in the preceding paragraph the said Government shall inform them at the same time of the date on which it received the notification.

#### ARTICLE XII.

Nonsignatory States may accede to the present convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

#### ARTICLE XIII.

The high contracting parties may at the time of signature, ratification, or accession declare that their acceptance of the present convention does not include any or all of the self-governing dominions, or of the colonies, overseas possessions, protectorates, or territories under their sovereignty or authority, and they may subsequently accede separately on behalf of any self-governing dominion, colony, overseas possession, protectorate, or territory excluded in their declaration. They may also denounce the convention separately in accordance with its provisions in respect of any self-governing dominion, or any colony, overseas possession, protectorate, or territory under their sovereignty or authority.

ARTICLE XIV.

The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the proces-verbal recording such deposit. As respects the States which ratify subsequently or which accede, and also in cases in which the convention is subsequently put into effect in accordance with Article XIII, it shall take effect six months after the notifications specified in paragraph 2 of Article XI, and paragraph 2 of Article XII, have been received by the Belgian Government.

ARTICLE XV.

In the event of one of the contracting States wishing to denounce the present convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States informing them of the date on which it was received.

The denunciation shall only operate in respect of the State which made the notification, and on the expiry of one year after the notification has reached the Belgian Government.

ARTICLE XVI.

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise this right should notify its intention to the other States through the Belgian Government, which would make arrangements for convening the conference.

Done at Brussels, in a single copy, August 25, 1924.

For Germany:

(Signed) KELLER.

For the Argentine Republic:

For Belgium:

(Signed) LOUIS FRANCK.

(Signed) ALBERT LE JEUNE.

(Signed) SOHR.

For Chile:

For the Republic of Cuba:

For Denmark:

For Spain:

(Signed) THE MARQUIS OF  
VILLALOBAR.

For Estonia:

(Signed) PUSTA.

For the United States of America:

(Signed) WILLIAM PHILLIPS.

For Finland:

For France:

(Signed) MAURICE HERBETTE.

For Great Britain:

(Signed) GEORGE GRAHAM.

For Hungary:

(Signed) WORACZICZKY.

For Italy:

(Signed) GIULIO DANEO.

Subject to the reservations formulated in the note relative to this treaty and appended to my letter dated August 25, 1925, to His Excellency Mr. Emile Vandervelde, Minister of Foreign Affairs of Belgium.

For Japan:

(Signed) M. ADATCI.

For Latvia:

For Mexico:

For Norway:

For the Netherlands:

For Peru:

For Poland and the Free City of Danzig:

(Signed) SZEMBEK.



For Portugal:

For Roumania:

(Signed) HENRY CATARGI.

For the Kingdom of the Serbs, Croats and Slovenes:

(Signed) DR. MILOVAD STRAZNICKY

(Signed) DR. VERONA.

For Sweden:

For Uruguay:

#### PROTOCOL OF SIGNATURE

The high contracting parties may give effect to this convention either by giving it the force of law or by including in their national legislation in a form appropriate to that legislation, the rules adopted under this convention.

They may reserve the right:

1. To prescribe that in the cases referred to in paragraph 2(c) to (p) of Article IV, the holder of a bill of lading shall be entitled to establish responsibility for loss or damage arising from the personal fault of the carrier or the fault of his servants which are not covered by paragraph (a).

2. To apply Article VI in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the last paragraph of that article.

Done at Brussels, in a single copy, August 25, 1924.

For Germany:

(Signed) KELLER.

For the Argentine Republic:

For Belgium:

(Signed) LOUIS FRANCK.

(Signed) ALBERT LIÉ JEUNE.

(Signed) SOHR.

For Chile:

For the Republic of Cuba:

For Denmark:

For Spain:

(Signed) THE MARQUIS OF  
VILLALOBAR.

For Estonia:

(Signed) PUSTA.

For the United States of America:

(Signed) WILLIAM PHILLIPS.

For Finland:

For France:

(Signed) MAURICE HERBETTE.

For Great Britain:

(Signed) GEORGE GRAHAME.

For Hungary:

(Signed) WORACZICZKY.

For Italy:

(Signed) GIULIO DANEO.

For Japan:

For Latvia:

For Mexico:

For Norway:

For the Netherlands:

For Peru:

For Poland and the Free City of Danzig:

(Signed) SZEMBEK.

For Portugal:

For Roumania:

(Signed) HENRY CATARGI.

For the Kingdom of the Serbs, Croats and Slovenes:

(Signed) DR. MILOVAD STRAZNICKY.

(Signed) DR. VERONA.

For Sweden:

For Uruguay:

PROCES-VERBAL OF SIGNATURE

August 25, 1924, the international Convention for the unification of certain rules relating to bills-of-lading was opened at the Belgian Ministry of Foreign Affairs for signature by the Plenipotentiaries of the States represented at the International Conference on Maritime Law.

The signatures of the Plenipotentiaries whose names follow, have been successively received:

September 8, 1924, for Belgium,

MR. L. FRANCK,

MR. LE JEUNE,

MR. SOHR.

November 15, 1924, for Great Britain,

H. E. THE RIGHT HONORABLE

SIR GEORGE GRAHAME.

In proceeding to the signature of the present Convention, His Excellency made, in the name of his government, the declaration of which the terms are reproduced in an annex to the present Proces-Verbal.

February 28, 1925, for France,

H. E. M. HERBETTE.

March 12, 1925, for Roumania,

H. E. M. HENRY CATARGI.

[ 2190 ]

June 23, 1925, for the United States of America,

H. E. MR. WILLIAM PHILLIPS.

August 22, 1925, for Poland and the Free City of  
Danzig,

H. E. M. JEAN SZEMBEK.

August 24, 1925, for the Republic of Germany,

H. E. M. VON KELLER.

August 24, 1925, for Spain,

H. E. THE MARQUIS OF VILLA-  
LOBAR AND OF GUIMAREY.

August 25, 1925, for Japan,

H. E. M. M. ADATCI.

In proceeding to the signature of the present Convention, to the exclusion of the Protocol of Signature, His Excellency made in the name of his Government, the declaration of which the terms are reproduced in an annex to the present Proces-Verbal.

September 17, 1925, for Italy,

M. GIULIO DANEO.

April 8, 1926, for Hungary,

COUNT WORACZICKY.

April 10, 1926, for Estonia,

HIS EXCELLENCY MR. PUSTA.

April 10, 1926, for the Kingdom of the Serbs,  
Croats and Slovenes,

MESSRS. STRAZNICKY AND VERONA.

I, the Undersigned, His Britannic Majesty's Ambassador at Brussels, on affixing my signature to the Protocol of Signature of the International Convention for the unification of certain rules relating to Bills of Lading, on this 15th day of November, 1924, hereby make the following declarations by direction of my Government:

I declare that His Britannic Majesty's Government adopt the last reservation in the additional Protocol of the Bills of Lading Convention.

I further declare that my signature applies only to Great Britain and Northern Ireland. I reserve the right of each of the British Dominions, Colonies, Overseas Possessions and Protectorates, and of each of the territories over which His Britannic Majesty exercises a mandate to accede to this Convention under Article 13.

(s) GEORGE GRAHAME.

His Britannic Majesty's Ambassador at Brussels.

Brussels, this 15th day of November, 1924.

---

At the moment of proceeding to the signature of the International Convention for the unification of certain rules relating to Bills of Lading, the undersigned, Plenipotentiary of Japan, makes the following reservations:

(a) To Article 4.

Japan reserves to itself until further notice the acceptance of the provisions in (a) of paragraph 2 of Article 4.

(b) Japan is of the opinion that the Convention does not in any part apply to national coasting trade; consequently, there should be no occasion to make it the object of provisions in the Protocol. However, if it be not so, Japan reserves to itself the right freely to regulate the national coasting trade by its own law.

(s) M. ADATCI.

Brussels, August 25, 1925.

## STATEMENT OF DIFFERENCE IN TEXT

*The bill as reported to the U. S. Senate (S. 1152) to enact the Hague Rules as legislation of the United States differs from the Convention in the following particulars:*

Throughout the bill, the divisions of the Rules, which in the Convention are designated "Articles," are designated as "Sections." The order remains unchanged.

The first eight sections of the American bill—Sections 1 to 8 inclusive—which correspond with the first eight articles of the Convention—Articles I to VIII inclusive—are set forth in the bill as Title I. A variety of additional provisions are set forth as Title II, which consists of Sections 9 to 16 inclusive of the bill.

The introductory words preceding Article I correspond closely with the opening words of the Belgian statute:

"A. Le connaissement négociable émis pour le transport des marchandises effectué par tout navire, de quelque nationalité qu'il soit, au départ ou en destination d'un port du royaume ou de la colonie, est régi par les règles suivantes:"

Both the Belgian statute and the American bill apply inbound and outbound. The Belgian Act applies to all Belgian commerce by sea; the American bill is obligatory in foreign commerce by sea; it is optional in American coastwise and intercoastal trade.

The introductory words correspond to Section 1 of the British Act.

## ARTICLE I (a).

The bill omits the 5th, 6th and 7th words, *of the vessel*. The omission seems wholly immaterial.

The 36th, 37th, 38th and 39th words, *it also applies to*, are replaced by the single word, *including*.

The British Act makes the same change.

The 64th word, *instrument*, is replaced by the words *bill of lading or similar document of title*.

The British Act makes the same change.

These changes appear immaterial.

## ARTICLE III, SECTION 2.

The first seven words, *subject to the provisions of Article VI*, do not appear in the bill.

## ARTICLE III, SECTION 4.

The purpose of the amendment as to the effect of the Pomerene Act is stated in the Committee Report.

It is not thought that this change has other than local significance.

## ARTICLE III, SECTION 6, second sentence:

The bill omits the last three words of the sentence, *of the goods*.

## ARTICLE III, SECTION 6.

The third sentence of the bill is novel.

## ARTICLE III, SECTION 6, fourth sentence:

It is not thought that the notice clause amendment, whose purpose is stated in the Committee Report, alters the meaning of the text.

## ARTICLE III, SECTION 7.

Between the 68th word *lading* and the 69th word *At*, suppress the period (.) and substitute a comma (,) and the word *but*.

The British Act makes the same change.

The 121st to 133rd words *if it shows the particulars mentioned in paragraph 3 of Article III*, it are suppressed. The words *the same* are substituted.

The British Act makes the same change.

## ARTICLE IV, SECTION 2, subsection (j).

The purpose of the strikes and lockouts amendment is stated in the Committee Report.

ARTICLE IV, SECTION 2.

Between paragraph (q) and paragraph (r), the bill inserts the word *and*.

This is novel, and apparently of no consequence.

ARTICLE IV, SECTION 2, subsection (q).

The 9th and the 14th words *or* are changed to *and*.

ARTICLE IV, SECTION 4.

The purpose of the deviation amendment is stated in the Committee Report.

ARTICLE IV, SECTION 5.

The purpose of the "lawful money" amendment is stated in the Committee Report.

ARTICLE IV, SECTION 5.

Before the 36th word *unit*, the bill inserts the words *in case of goods not shipped in packages, per customary freight*. The added words do not change the sense of the text.

ARTICLE IV, SECTION 5, second sentence.

The bill omits the words "binding or" (the 19th and 20th words of the sentence). The omission appears to be without significance.

ARTICLE IV, SECTION 5.

Between the third and fourth sentences the bill adds this sentence:

"In no event shall the carrier be liable for more than the amount of damage actually sustained."

ARTICLE IV, SECTION 5, fourth sentence.

Between the 20th and the 21st words, *with* and *goods*, the bill inserts "the transportation of the."



The effect is to narrow the exception from all kinds of situations to merely transportation situations.

In the same sentence, between the 31st and the 32nd words, *knowingly* and *misstated*, the bill inserts "and fraudulently."

ARTICLE VI, first paragraph.

The bill:—

Omits the 65th word *concerning*.

Changes the 74th word *this* to *the*.

Between the 75th word *stipulation* and the 76th word *is*, inserts the two words *regarding seaworthiness*.

Omits the 83rd word *concerning*.

The British Act likewise omits the word *concerning* at both places indicated.

The other change is novel. It merely clarifies what is meant by *this stipulation* and is thought to be of no international significance.

ARTICLE VIII.

In addition to preserving limitation statutes generally, the bill preserves the specific existing American limitation statutes.

ARNOLD W. KNAUTH,  
Secretary,  
80 Broad Street,  
New York City.