

NEWSFRONT

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LEGAL OPINION

Bill of Lading

Bill of lading clauses bind, apart from the parties to it, the receiver and any subsequent bill of lading holder. Cargo receiver exercises the rights accruing from the b/l and is not bound by the charterparty terms, unless the latter are incorporated in the b/l.

So, the b/l holder's claim arises directly from the b/l and not from the charterparty, even if the holder is the charterer. The Congenbill b/l's are b/l forms incorporating charterparty terms, thus the holder is deemed to be aware of them and is bound by same.

Hague Visby rules are applicable where we have a transport covered under b/l; if no b/l is issued, Hague Visby rules do not apply.

Piraeus One-membered Court of Appeal Judgment no 585/2020, Judge: Ev. Tsiora, Attorneys at law: A. Zarokosta, Ath. Markakis, Maritime Law Review vol. 48, p. 304.

NOTE: Bill of lading has multiple functions: It is a receipt of the goods transported, a document of title and evidence of the contract of carriage.

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