

## **THE BILL OF LADING** in the Egyptian maritime commercial law No. 8 / 1990

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The maritime legislator violated the rules of freedom of proof in the commercial subjects, and obligated the proof of the maritime transport contract in writing (Art. 197).

Writing in the maritime transport contract takes the form of a widespread written document among the maritime navigational companies called “ Bill of lading”; which we will discuss later on, concerning its:

Definition, function, parties, data, dealing, copies, and conclusiveness in proof.

### **What is a Bill of Lading?**

A Bill of lading is a document the transporter delivers to the consigner, through which the former admits the receipt of goods from the latter in order to transport them to a certain port.

The Bill of lading is usually issued on the goods loading or after loading them on board the ship, as a proof of the loading act itself and as a confirmation of the transporter’s receipt of the goods. In this case the Bill of Lading is called. “ a Bill of loaded cargo” .

### **What are the functions of the Bill of lading?**

There are three functions of the Bill of lading:

1. The Bill of lading is an evidence that the transporter has received the goods.
2. The Bill of lading is a device that confirms the maritime transportation contract of goods.
3. The Bill of lading is a title deed to the loaded goods.

### **How many copies are issued of the Bill of lading? How are they Dealt with?**

The Bill of lading is written in two copies: One of which remains with the transporter, and the other is delivered to the consigner after signing it by the transporter or his representative. This copy gives its legal holder the right to receive the goods and dispose of them (Art. 201, 202), as this document represents the loaded goods, and its legal holder is a nominal possessor thereof.

Therefore, the consigner can sell or mortgage the loaded goods while they are still In route. The delivery of the Bill of lading to the purchaser or the mortgage stands for the delivery of the goods themselves. The delivery of the Bill of lading from the consigner to another one has to be carried out through one of the ways stated in Article 203, namely: the right transfer, endorsement or handing over, provided that the legal holder of the Bill of lading is the person whose name is written on it, transferred to if the policy is nominated or its holder if the policy is to its holder or endorsed in blank, or the last endorsee if the policy is to the order with the endorsee's name on it (Art. 204).

### **What are the Data of the Bill of lading?**

Article 200 numerates the data to be mentioned in the Bill of lading. They are exemplary and divisible to five groups:

Data concerning the parties, data concerning transport conditions, data concerning signature of the policy, data concerning the trip and data concerning the shipment.

### **Will the Egyptian maritime commercial law Admit the policy for loading ?**

yes , the Egyptian maritime commercial law admits the policy for loading , as it states that the transporter has to issue a Bill of lading when he receives the goods upon the request of the consigner (Art. 199/1). Then it indicates the method of transferring It to a normal Bill of lading or a Bill of loaded cargo, as the loading is taking place or after it has been performed, at the request of the consigner or his representative to the transporter to note on the policy that loading has been actually done on board a certain ship or ships at a certain data (Art. 199/4).

If the consigner does not ask the transporter to note this datum concerning the actual performance of loading on a certain ship or ships, the maritime transport contract of the goods will still be governed by the policy for transportation as a policy of maritime transport of goods, which is a valid Bill of lading that proves the transporter's receipt of the goods, confirm the maritime transport contract and represents the goods, though it does not prove the loading act.

### **Can the transporter notice any reservations on the state of the Goods in the Bill of lading?**

The maritime commercial law, Article 205, gives the transporter the right to notice such reservations, on condition that:

1. He has reasonable causes to doubt the truth of the data presented by the consigner.
2. He does not have the normal means that enable him to make sure of the truth of these data.
3. HE has to write down the causes of his reservations on these data in the Bill of lading.

## **How Does the law organize the Relations that Arise from issuing a letter of Guarantee in case of issuing a legible Bill of lading?**

The law decides that the letter of guarantee or agreement through which the consigner guarantees the compensation from the transporter for the damages resulting from issuing a legible Bill of lading, is an evidence between its parties, i. e., the consigner and the transporter; where as it is not evidence against the credulous another who does not recognize its incorrect data when he receives it . The consignee is, in this respect, the person to whom the policy is addressed by name or to his order from another, unless it is the consigner himself (Art. 207).

## **What is the conclusiveness of the Bill of lading in proof?**

We should, in this respect, make difference between two suppositions:

1. Bill of lading conclusiveness between its parties,
2. Its conclusiveness for the others.

## **Bill of lading conclusiveness in the Relation between the transporter and the consigner.**

The Bill of lading is considered a conclusive evidence between the transporter and the consigner in proving all data therein concerned. But this conclusiveness is not absolute; it is relative one, as the relationship between the transporter and the consigner may provide other evidences contradicting the data extracted from the Bill of lading or the data existing in it (Art. 210/2).

**(Second): Bill of lading conclusiveness in the Relation with the others.**

The Bill of lading is considered an absolute conclusive evidence for the others, as the transporter and the consigner cannot prove otherwise evidence than what is extracted from the policy or otherwise than the data existing in it in the face of the credulous another. But this another, in his relation with the transporter or the consigner, can prove evidences contradicting what exist in the policy's data (Art. 210/2).

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