

**THE LEGAL LIMITATION OF LIABILITY OF THE
MARITIME TRANSPORTER OF GOODS**
in the Egyptian maritime commercial law No. 8 / 1990

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How is the legal limit of liability calculated ?

The transporter's liability is limited by no more than two thousand pounds per each parcel or unit of shipment, or no more than six pounds per each kilogram of the gross weight of goods, either of which is higher (Art. 233/1).

Is the container with its contents of parcels or units of shipment considered one unit of shipment? Or the criterion is the Number of parcels and the units the container comprises?

To answer this question we ought to observe the data of the Bill of lading; if the Bill of lading shows the number of the parcels or the units the container comprises, the container with its contents are considered one parcel or one unit of shipment in defining the maximum limit of liability (Art. 233/1).

If the container itself is Destroyed or deteriorated, will it be considered a parcel and included in the estimation of the maximum limit of the compensation?

The answer will be in the negative if the container is possessed to the transporter or presented by him, and will be in the affirmative

if it is not possessed by the transporter or presented by him ; as though it is possessed by the consigner . In this last case , the container itself will be considered a unit of shipment in addition to the number of parcels and the units it comprises ; therefore , it is included in the estimation of the maximum limit of the compensation (Art . 233 / 2) .

What are the forms of liability the limitation includes ?

Section one of Article 233 maritime states that : “ Liability what ever sort it may have must be limited ...” . This indicates that the limitation of liability of the maritime transporter applies to all cases of contractual and emissive liabilities .

What are the cases wherein the transporter cannot Adhere to the limitation of liability ?

There are three cases where in the transporter cannot adhere to the limitation of liability :

First case : on presenting data from the consigner about the nature and value of the goods before loading and in clouding these data in the Bill of lading.

second case : when the consigner proves that the damage has arisen from an act or an abstention of the ship owner or his delegated with the intention of causing damage or his omission associated with understanding that damages may occur (Art . 241 / 1) .

Third case : on the agreement of exceeding the maximum limit of liability (Art . 237) .

Will the subordinates of the transporter Benefit from the limitation of liability?

Yes, the subordinate of the transporter may adhere to the provisions of exemption from liability and limit it according to the limitations stated in section one of Article 233 , provided the subordinate proves that the error he committed has been done

while he is performing his job and because of it (Art. 235/1). But the sum of compensation should not exceed the sum the transporter and his subordinates are sentenced to pay more than the maximum limit stated in section one of Article 233 (Art. 235/2).

The transporter subordinate - like the transporter - cannot adhere to the limitation of liability if it is evident that the damage has arisen from an act or abstention done by him or one of his subordinates with the intention of causing damage or his omission associated with understanding that damages may occur (Art. 235/3).

Will the Numerous transporters Benefit from the limitation of liability?

Yes, the numerous transporters will benefit from the limitation of liability, whether transportation is carried out by the contracting transporter, by the actual transporter, or through a direct Bill of lading.

The contracting transporter and the actual transporter can adhere to the limitation of liability stated in section one of Article 223. But the claimer of compensation cannot get from the contracting transporter and the actual transporter more than the maximum limit stated in the above mentioned section (Art. 243/2maritime) .

The right of the contracting transporter to adhere to the limitation of liability lapses in the cases and upon the conditions stated in Article 241; and in the cases wherein he proves that the damage has arisen from an act or abstention done by the actual transporter or one of his subordinates with the intention of causing damage or his omission associated with understanding that damages may occur.

The provisions of the limitation of liability stated in section one of Article 233 are applicable to the first transporter who has issued the direct Bill of lading and the liability of his successive transporters .

But the claimer of compensation may get from the first transporter and his successive transporters more than the maximum limit stated in the above-mentioned section (Art. 243/3).

Will the maritime stevedore Benefit from the limitation of liability ?

As the maritime stevedore carries out all material operations concerning charging the goods on board the ship and discharging them (Art. 148/1); and as he is liable to those who contract with him , whether they are transporters , consigners or consignees (Art . 149 / 1) , for his errors or his subordinates errors , so , he takes part in implementing the maritime transportation ; the thing that justifies the application of the provisions of limitation of liability stated in section one of Article 233 on him (Art. 151), though he is not subordinate to the transporter .

The stevedore loses his right of limitation of liability if the damage he is responsible for is caused by an act or abstention done by him or one of his subordinates with the intention of causing damage , or his omission associated with understanding that damages may occur .

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