

BILLS OF LADING FOR CARRIAGE OF GOODS BY SEA

Convention and protocol of signature concluded at Brussels August 25, 1924, with declarations and reservations; signed for the United States June 23, 1925

Senate advice and consent to ratification, subject to two understandings, May 6, 1937¹

Ratified by the President of the United States, subject to two understandings, May 26, 1937¹

Procès-verbal of first deposit of ratifications at Brussels dated June 2, 1930; ratification of the United States deposited at Brussels June 29, 1937

Entered into force June 2, 1931; for the United States December 29, 1937

Proclaimed by the President of the United States November 6, 1937

Amended by protocol of February 23, 1968²

51 Stat. 233; Treaty Series 931

[TRANSLATION]

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO BILLS OF LADING, SIGNED AT BRUSSELS, AUGUST 25, 1924

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 and Iceland, 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

¹ The U.S. understandings read as follows:

“ . . . notwithstanding the provisions of Article 4, Section 5, and the first paragraph of Article 9 of the convention, neither the carrier nor the ship shall in any event be or become liable within the jurisdiction of the United States of America for any loss or damage to or in connection with goods in an amount exceeding \$500.00, lawful money of the United States of America, per package or unit unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading”; and

“ . . . should any conflict arise between the provisions of the convention and the provisions of the Act of April 16, 1936, known as the ‘Carriage of Goods by Sea Act’ [49 Stat. 1207], the provisions of said Act shall prevail.”

² Not in force as of Mar. 31, 1969.

British Possessions Beyond the Seas, Emperor of India, His Serene Highness 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 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:

His Excellency Mr. Armando Quezada, Minister of Chile at Brussels.

The President of the Republic of Cuba:

His Majesty the King of Denmark and Iceland:

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 of America at Brussels.

The President of the Republic of Finland:

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 Grahame, G.C.V.O.,
K.C.M.G., Ambassador of His Britannic Majesty at Brussels.

His Serene Highness the Regent of the Kingdom of Hungary:

Count Oliver Woracziczky, Baron of Pabienitz, Chargé d'Affaires of
Hungary at Brussels.

His Majesty the King of Italy:

Mr. J. Daneo, Chargé 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 and the Free City of Danzig:

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 1

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, insofar 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 2

Subject to the provisions of Article 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.

ARTICLE 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 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 4 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.

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 3, 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 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 Article 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 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 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 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 6

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 7

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 8

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 9

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 10

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

ARTICLE 11

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 *procès-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.

A duly certified copy of the *procès-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 12

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 the act of accession, mentioning the date on which it received the notification.

ARTICLE 13

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 14

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 procès-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 13, it shall take effect six months after the notifications specified in paragraph 2 of Article 11, and paragraph 2 of Article 12, have been received by the Belgian Government.

ARTICLE 15

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 16

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:

KELLER

For the Argentine Republic:

For Belgium:

LOUIS FRANCK

ALBERT LE JEUNE

SOHR

For Chile:

ARMANDO QUEZADA

For the Republic of Cuba:

For Denmark:

For Spain:

THE MARQUIS OF VILLALOBAR

For Estonia:

PUSTA

For the United States of America:

WILLIAM PHILLIPS

For Finland:	For Mexico:
For France: MAURICE HERBETTE	For Norway:
For Great Britain: GEORGE GRAHAME	For the Netherlands:
For Hungary: WORACZICKY	For Peru:
For Italy: GIULIO DANE0	For Poland and the Free City of Danzig: SZEMBEK
For Japan: M. ADATCI	For Portugal:
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 for Foreign Affairs of Belgium.	For Rumania: HENRY CATARGI
For Latvia:	For the Kingdom of the Serbs, Croats and Slovenes: Dr. MILORAD STRAZNICKY Dr. VERONA
	For Sweden:
	For Uruguay:

PROTOCOL OF SIGNATURE

In proceeding to the signature of the international convention for the unification of certain rules relating to bills of lading, the undersigned plenipotentiaries have adopted the present protocol which will have the same validity as if the provisions thereof were inserted in the very text of the convention to which it refers.

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 4, 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 6 insofar 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: KELLER	For Chile: ARMANDO QUEZADA
For the Argentine Republic:	For the Republic of Cuba:
For Belgium: LOUIS FRANGK ALBERT LE JEUNE SOHR	For Denmark:
	For Spain: THE MARQUIS OF VILLALOBAR

For Estonia: PUSTA	For Latvia:
For the United States of America: WILLIAM PHILLIPS	For Mexico:
For Finland:	For Norway:
For France: MAURICE HERBETTE	For the Netherlands:
For Great Britain: GEORGE GRAHAME	For Peru:
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 Procès-Verbal.	For Poland and the Free City of Danzig: SZEMBEK
For Hungary: WORACZICZKY	For Portugal:
For Italy: GIULIO DANEO	For Rumania: HENRY CATARGI
For Japan:	For the Kingdom of the Serbs, Croats and Slovenes: DR. MILORAD STRAZNICKY DR. VERONA
	For Sweden:
	For Uruguay:

British Declarations

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.

GEORGE GRAHAME

His Britannic Majesty's Ambassador at Brussels

Brussels, this 15th day of November 1924.

Note annexed to a letter of His Excellency the Ambassador of Japan to the Minister of Foreign Affairs of Belgium, on August 25, 1925

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.

M. ADATCI

Brussels, August 25, 1925