

# **Carriage of Goods by Sea Bill**

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**Bill No: 34/1972**

***Read the first time: 24th October 1972***

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## **Carriage of Goods by Sea Bill**

### **Bill No. 34/1972**

*Read the first time on 24th October 1972.*

An Act to make further provision with respect to the carriage of goods by sea, and to repeal the Carriage of Goods by Sea Act (Chapter 184 of the Revised Edition).

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows: —

### **Short title and commencement**

1. This Act may be cited as the Carriage of Goods by Sea Act, 1972, and shall come into operation on such date as the Minister may, by notification in the *Gazette*, appoint.

### **Application of Hague Rules as amended**

2. In this Act, “the Rules” means the International Convention for the unification of certain rules of law relating to bills of lading made at Brussels on 25th August, 1924, as amended by the Protocol made at Brussels on 23rd February, 1968, and which are set out in the Schedule to this Act.

### **Application of Rules**

3. Subject to the provisions of this Act, the Rules have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in Singapore to any other port whether in or outside Singapore.

### **Absolute warranty of seaworthiness not to be implied in contracts to which Rules apply**

4. There shall not be implied in any contract for the carriage of goods by sea to which the Rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

### **Statement as to application of Rules to be included in bills of lading**

5. Every bill of lading or similar document of title issued in Singapore which contains or is evidence of any contract to which the Rules apply shall contain an express statement that it is to have effect subject to the provisions of the Rules as applied by this Act.

### **Modification of Article VI of Rules in relation to local trade**

**6.** Article VI of the Rules has effect in relation to —

- (a) the carriage of goods by sea in sailing ships carrying goods from any port in Singapore to any other port whether in or outside Singapore; and
- (b) the carriage of goods by sea in ships carrying goods from any port in Singapore to any other port in Singapore or to any port in Malaysia,

as though the Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the Article were omitted.

### **Modification of Rules 4 and 5 of Article III in relation to bulk cargoes**

**7.** Where under the custom 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 the Rules, 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.

### **Saving and operation**

**8.** Nothing in this Act affects the operation of sections 294 and 295 of the Merchant Shipping Act as amended by any subsequent Act (Cap. 172), or the operation of any other enactment for the time being in force limiting the liability of the owners of sea-going vessels.

### **Repeal**

**9.** The Carriage of Goods by Sea Act (Cap. 184) is hereby repealed.

## **THE SCHEDULE**

### **THE HAGUE RULES AS AMENDED BY THE BRUSSELS PROTOCOL 1968**

#### **ARTICLE I.**

In these Rules the following words are employed, with the meanings set out below: —

- (a) “Carrier” includes the owner 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, 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) “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.

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.

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 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 paragraph 3 (a), (b) and (c). However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

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, or, if the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

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.

Subject to paragraph 6*bis* the carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen.

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.

6*bis*. An action for indemnity against a third person may be brought even after the expiration of the year provided for in the preceding paragraph if brought within the time allowed by the law of the Court seized of the case. However, the time allowed shall be not less than three months, commencing from the day when the person bringing such action for indemnity has settled the claim or has been served with process in the action against himself.

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, if it shows the particulars mentioned in paragraph 3 of Article III, 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 these Rules, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

#### ARTICLE IV.

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 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 —