Straight bills?
Straight forward!

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Nordisk Institutt for Sjørett  
Wikborg Rein - Oslo  
1st December 2010
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1. Straight bills: a case study

Filippo is the biggest European producer of chicken eggs and owns a massive bio farm in the hinterland of Venice, in Italy. Erik is the world leader distributor of organic mixed seed feedstuff for bio farms.

To feed his chickens Filippo buys from Erik 150,000 MT of “mixed seed organic chicken feedstuff” in 50kg bags CIF Venice. The confirmation note contains inter alia the following clauses:

**DELIVERY:** in five thousand bags consignments CIF Venice (INCOTERMS 2010).

**SHIPMENT:** each consignment first week of each month starting September 2010. All dates final as per BL.

**TRANSPORT AND OTHER DOCUMENTS:** Full sets of original on board clean BL made out to Buyer’s or Bank’s order as advised by Buyer on shipment of each consignment. Phytosanitary and weight certificates necessary for each consignment. Export licence should be produced before loading. If containerized cargo on FCL basis, SGS tally receipt should be attached to all original BL. All commercial invoices strictly as per BL quantity. ICC A cover with first class underwriter.

**PAYMENT:** Irrevocable LC confirmed by first class Italian bank. Documentary tender strictly as per contract.

**ENTIRE AGREEMENT:** This note to constitute entire agreement between parties. Otherwise as INCOTERMS 2010 and GAFTA 119.

**LAW AND JURISDICTION:** ELARB

The cereals market drops substantially and Filippo seeks an excuse to get out of what turned out to be a bad deal. Erik is extremely keen on tendering all the right documents as he knows he will not be able to sell at this price for quite some time. In pursuance of its payment clause, Filippo opens a LC requiring:

...presentation of the following documents:

1. One full set of original shipped on board contractual and clean order BL made out to Filippo for each consignment. Destination Venice on all documents. Destination "as per CP” not allowed;
2. Phytosanitary certificate;
3. Weight certificate signed by independent surveyors;
4. Export licence;
5. SGS tally receipt for containerized cargo only;
6. Commercial invoice indicating 50,000 bags, +/- 10%;
7. Policy or certificate of insurance on ICC 2009 terms;

All bills to be pledged on demand.

UCP 600: This credit is subject to ICC Document n. 600.

**Q: What documents is Erik expecting to prepare under the sale contract? What documents is he required to tender under the LC? So what?**

Erik concludes a slot charter with Maresc New Zealand (MNZ) who runs a very reliable service between Oslo and the Adriatic Sea but is known to be a very fussy carrier. MNZ is ‘test driving’ the Rotterdam Rules (RR) and incorporates them as a matter of policy in 20% of its transport documents. They have bought purpose designed P&I cover from Shield Pandi, a very prestigious club of immaculate repute.
On November 20th, 2010 MNZ receives a first consignment of 20 containers and stores them in its secure facility in Bergen. MNZ’s agent immediately issues 20 sets of bills of lading out of which:

- 3 are made out to Filippo, one of which subject to the RR;
- 7 are made out to Banco di Napoli or order, all subject to the HVR; and
- 10 are made out to Filippo or order, half of which incorporate the RR.

Q: Should Filippo be concerned about these bills? Can he reject any of them vis-à-vis MNZ?

Please find attached BL 7 and 16.

- The container covered by BL 7 was lost at sea during a fire drill mismanaged by a trainee;
- The container covered by BL 16 was delivered to Trine-Lise who was holding the bill – she said – on behalf of Filippo. Trine-Lise had purchased the BL from Giovanni, a cleaner who found the original BL in Filippo’s Office, took one out of the set and sold it.
**Shipper (full style and address)**
Erik  
33 Wheats Street  
Oslo, Norway

**B/L No.** 7  
**Reference No.** 11564 PICAM

**Consignee (full style and address)**  
Filippo  
Salizzada dell’Università 2238  
Venice, Italy

**Vessel**  
Intended Vessel: MV “SMILE”

**Notify Party (full style and address)**  
Filippo  
Salizzada dell’Università 2238  
Venice, Italy

**Port of loading**  
Bergen

**Port of discharge**  
Venice

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**PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

<table>
<thead>
<tr>
<th>Container No./Seal No./Marks and Numbers</th>
<th>Number and kind of packages; description of cargo</th>
<th>Gross weight, kg</th>
<th>Measurement, m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>FC1443/illegible/1443FC</td>
<td>Said to contain 3500 bags of mixed seed</td>
<td>2,750.00</td>
<td>1 FCL</td>
</tr>
</tbody>
</table>

**Seal damaged/illegible**

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**SHIPPED on board in apparent good order and condition (unless otherwise stated herein)**

the total number of Containers/Packages or Units received by the Carrier and the cargo as specified above, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of discharge or so near thereunto as the vessel may safely get and lie at all ways and at, to be delivered in the like good order and condition at the Port of discharge unto the lawful holder of the Bill of Lading, on payment of freight as indicated to the right plus other charges incurred in accordance with the provisions contained in this Bill of Lading. I n accepting this Bill of Lading the Merchant express accepts and agrees to all its stipulations on both Page 1 and Page 2, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

One original Bill of Lading must be surrendered duly endorsed in exchange for the cargo or delivery order, whereupon all other Bills of Lading to be void.

IN WITNESS whereof the Carrier, Master or their Agent has signed the number of original Bills of Lading stated below right, all of this tenor and date.

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**Freight details and charges**

**Freight prepayable**

**Disport charges collect (see clause 10)**

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**Carrier’s name/principal place of business**
Maresc New Zealand  
High Street 342 int. 54bis  
Hamilton  
Bermuda

**Date shipped on board**  
TBC

**Place and date of issue**  
Bergen 20.11.10

**Number of original Bills of Lading**  
Three/three n.2/3

**Pre-carriage by**  
Shipper only

**Place of receipt by pre-carrier**  
Dock n. 23/B

**Place of delivery by on-carrier**  
TBC

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*As defined hereinafter (Cl. 1)
**Applicable only when pre-/on-carriage is arranged in accordance with Clause 8*
1. Definition. “Merchant” includes the shipper, the receiver, the consignor, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo.

2. Notification. Any mention in this Bill of Lading to parties of being notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier or any of its servants or agents in any liability or result in the discharge of the Carrier from the performance of the contract of carriage.

3. Liability for Carriage Between Port of Loading and Port of Discharge. (a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (“the Hague Rules”) as amended by the Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract. The Carrier shall not be responsible for loss of or damage to cargo arising or suffering in transit or otherwise with respect to deck cargo and live animals. (b) If the Cargo is held liable in respect of delay consequent or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by the Bill of Lading. The Carrier’s limitations of liability shall apply irrespective of whether such legislation may only regulate outright shipment. When there is no enactment of the Hague-Visby Rules in the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague规则s have been enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

4. Law and Jurisdiction. The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or return to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

5. Substitution of Vessel. The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by chartering a vessel.

6. Transhipment. The Carrier shall be at liberty to transship, lighter, land and store the cargo either on shore or afloat and reship and forward the same to the Port of discharge.

7. Liability for Pre- and On-Boarding. When the cargo is carried from a place other than the Vessel’s Port of loading or on-carriage of the cargo to a place other than the Vessel’s Port of discharge, the Carrier shall in no event be or become liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

8. Loading and Discharging. (a) Loading and discharging of the cargo shall be carried by the Carrier or his Agent. (b) The Merchant shall, at his risk and expense, handle and/or store the cargo before and after the carriage. (c) The Carrier shall have the right to deliver the cargo to the Port of discharge or any specified intermediate port even before the completion of the contract of carriage, or when the Vessel is ready to load or fail to load as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the Port. If the Merchant or his Agent fails to receive the cargo when the Vessel is ready to load or fail to load as fast as the Vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the Port, the Carrier shall be in no event be or become liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

9. Loading and Discharging. (a) Loading and discharging of the cargo shall be carried by the Carrier or his Agent. (b) The Merchant shall, at his risk and expense, handle and/or store the cargo before and after the carriage. (c) The Carrier shall have the right to deliver the cargo to the Port of discharge or any specified intermediate port even before the completion of the contract of carriage, or when the Vessel is ready to load or fail to load as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the Port. If the Merchant or his Agent fails to receive the cargo when the Vessel is ready to load or fail to load as fast as the Vessel can receive, including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the Port, the Carrier shall be in no event be or become liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

10. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines. (a) Freight, whether paid or not, shall be considered as fully earned upon loading and non-returnable in any event. Unless otherwise agreed in writing, interest on amounts due shall be charged at the rate prescribed by the SDR Protocol 1979 (plus 2 per cent). shall run from fourteen days after the date when freight and charges are payable. (b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packaging due to excepted causes, and every handling of the cargo for the purpose of all the foregoing provisions of this Clause. (c) The Carrier shall be liable for all loss or damage suffered by the carrier, or by any person employed by him, in connection with the carriage given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the cargo for the purpose of the carriage, or by any servant or agent of the Carrier, or by any person employed by him. (d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons concerned in the carriage. (e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight and charges and any other amount which may be payable by him. (f) The Carrier shall be liable for any encumbrances, losses, costs and expenses which the Vessel, Cargo or cargo may incur through non-observance of Customs House and/or import or export regulations. (g) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of the foregoing provisions of this Clause the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value declared. (h) The Merchant shall accept his reasonable proportion of unidentified loose cargo.
**PARTICULARS DECLARED BY THE SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

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<tr>
<th>Container No./Seal No./Marks and Numbers</th>
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</thead>
<tbody>
<tr>
<td>FC6558/5584/1443FC</td>
<td>Said to contain 3350 bags of mixed seed</td>
<td>2,550.00</td>
<td>1 FCL</td>
</tr>
</tbody>
</table>

SHIPPED on board in apparent good order and condition (unless otherwise stated herein) the total number of Containers/Packages or Units received by the Carrier and the cargo as specified above, weight, measure, marks, numbers, quality, contents and value unknown, for carriage to the Port of discharge or so near thereto as the vessel may safely get and lie at ways allo at, to be delivered in the like good order and condition at the Port of discharge unto the lawful holder of the Bill of Lading, on payment of freight as indicated to the right plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both Page 1 and Page 2, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

One original Bill of Lading must be surrendered duly endorsed in exchange for the cargo or delivery order, whereupon all other Bills of Lading to be void.

IN WITNESS whereof the Carrier, Master or their Agent has signed the number of original Bills of Lading stated below right, all of this tenor and date.

**Freight details and charges**

- Freight prepayable
- Disport charges collect (see clause 10)

**Date shipped on board**

TBC

**Place and date of issue**

Bergen 20.11.10

**Number of original Bills of Lading**

Three/three n.2/3

**Pre-carriage by**

Shipper only

**Place of receipt by pre-carrier**

Dock n. 23/B

**Place of delivery by on-carrier**

TBC

---

*As defined hereinafter (Cl. 1)

**Applicable only when pre-/on-carriage is arranged in accordance with Clause 8*
1. Definition. “Merchant” includes the shipper, the receiver, the consignor, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo.

2. Notification. Any notice in this Bill of Lading of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier for any liability or negligence or relieve the Merchant of any obligation hereunder.

3. Liability for Carriage Between Port of Loading and Port of Discharge. (a) The International Convention of Contracts for the International Carrying of Goods wholly or Partly by Sea, signed at Rotterdam on 23 September 2009 (“the Rotterdam Rules”) as so far as it may be applied to this Contract, whether in force or not, and whether or not the Convention has been ratified, or the International Convention of 1924 (the “Hague Rules”) shall apply to this Contract, the Rotterdam Rules shall apply insofar as the same are not rendered null and void and of no effect by the compulsory application of the Hague-Visby Rules. The Pro tocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply mandatorily to this Contract. The Carrier shall in no case be responsible for loss or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo, or resulting from the unsuitability or defective condition of the vessel, or the unsuitability or defective condition of hoisting equipment or of any engaged for the hoisting of the cargo, or the unsuitability or defective condition of the cargo-handling equipment or of any engaged for the handling of the cargo.

4. Law and Jurisdiction. Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the English courts and in accordance with the laws of England.

5. The Scope of Carriage. The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bulk spraying, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

6. Substitution of Vessel. The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

7. Transhipment. If the Carrier transfers the cargo to another Vessel, the Carrier shall require the transferee Vessel to be responsible in the same manner and to the same extent as the Carrier was in respect of damage to the cargo.

8. Liability for Pre- and On-Carriage. When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel’s Port of loading or on-carriage of the cargo to a place other than the Vessel’s Port of discharge, the Carrier shall contract as the Merchant’s Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Vessel’s Port of loading and Vessel’s Port of discharge.

9. Loading and Discharging. (a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent. (b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging. (c) Loading and discharging may commence without prior notice. (d) The Merchant or his Agent shall tender the cargo in good order and condition for carriage, and free from all claims or liabilities for loss or damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant, and from any causes which may give rise to a claim for damages or expenses in connection with the loading or discharging of the cargo, or due to the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the Merchant’s liability for loss or damage to cargo arising prior to loading or after discharging, or with respect to deck cargo, or due to the unsuitability or defective condition of the Vessel, or the unsuitability or defective condition of hoisting equipment or of any engaged for the hoisting of the cargo, or the unsuitability or defective condition of the cargo-handling equipment or of any engaged for the handling of the cargo.

10. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines. (a) Freight, whether or otherwise specified, freight and/or charges under this Contract are payable by the Merchant or his Agent to the Carrier on demand. (c) The Merchant shall be liable for all dues, duties, taxes and fines levied on the cargo or on the Vessel or any part thereof at the Port of discharge, and for all losses, costs and expenses incurred by or on behalf of the Carrier in connection with the loading and/or discharging of the cargo, or due to the unsuitability or defective condition of the vessel, or the unsuitability or defective condition of hoisting equipment or of any engaged for the hoisting of the cargo, or the unsuitability or defective condition of the cargo-handling equipment or of any engaged for the handling of the cargo.

11. Towing. (a) The towing of the Vessel, including loading and unloading, will be charged to the Merchant at the rate of USD 10 per gross ton, unless otherwise specified.

12. General Average. In the event of a General Average encounter, the carrier shall act as agent in that behalf. The Carrier’s responsibility shall be limited to the amount of General Average proportion assessed on such cargo, on the basis of the average proportion assessed on the entire cargo.

13. Incurred Costs. In the event of the involvement of any vessel, the Carrier shall be entitled to be indemnified by the Merchant for all costs, expenses and charges which under any denomination may be levied, including costs and expenses of the Carrier in connection with the loading and discharging of the cargo, and for such other costs, expenses and charges as the Carrier may be entitled to impose under this Contract or under any law or any convention or arbitration agreement, whether or not the same be incurred after the Vessel has arrived at a port of discharge. The Merchant shall pay to the Carrier such costs, expenses and charges as and when incurred.

14. Returns. Returned containers, pallets, crates and bales, in any condition, whether or not completed or despatched by pre-carriage or on-carriage freight or charges under this Contract are payable by the Merchant or his Agent to the Carrier on demand. (c) The Merchant shall be liable for all losses, costs and expenses incurred by or on behalf of the Carrier in connection with the loading and/or discharging of the cargo, or due to the unsuitability or defective condition of the vessel, or the unsuitability or defective condition of hoisting equipment or of any engaged for the hoisting of the cargo, or the unsuitability or defective condition of the cargo-handling equipment or of any engaged for the handling of the cargo.

15. Return of Containers. (a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over by the Merchant, merchantable, sound and in the same state as when delivered to the Merchant, subject to normal wear and tear which have not been filled, packed or stowed by the Carrier. The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Carrier.

16. Stowage. (a) The stowage of the cargo is at the Carrier’s discretion. (b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging. (c) Loading and discharging may commence without prior notice. (d) The Merchant or his Agent shall tender the cargo in good order and condition for carriage, and free from all claims or liabilities for loss or damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant, and from any causes which may give rise to a claim for damages or expenses in connection with the loading or discharging of the cargo, or due to the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the Merchant’s liability for loss or damage to cargo arising prior to loading or after discharging, or with respect to deck cargo, or due to the unsuitability or defective condition of the Vessel, or the unsuitability or defective condition of hoisting equipment or of any engaged for the hoisting of the cargo, or the unsuitability or defective condition of the cargo-handling equipment or of any engaged for the handling of the cargo.

17. Liability for Pre- and On-Carriage. (a) The Carrier shall be responsible for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

18. Return of Containers. (a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over by the Merchant, merchantable, sound and in the same state as when delivered to the Merchant, subject to normal wear and tear which have not been filled, packed or stowed by the Carrier. The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Carrier.

19. Law and Jurisdiction. Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the English courts and in accordance with the laws of England.

20. Additional Clause. (a) The provisions of this Clause shall apply subject to the provisions hereof and of any other provision of this Bill of Lading. (b) The provisions of this Clause shall apply subject to the provisions hereof and of any other provision of this Bill of Lading.
2. The relevant issues

Please find below a selection of the most relevant issues which may arise in connection with the practice of using a bill of lading (BL) standard form and filling its ‘consignee’ box with the name of the consignee without the use of the words ‘or order’ or ‘order’.

This simple omission gives birth to a straight bill of lading (SBL) and the great number of legal and practical difficulties surrounding its use.

We will now try together to answer these questions.

<table>
<thead>
<tr>
<th>A. The sale contract</th>
<th>Under English Law</th>
<th>Under Scandinavian Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.1 Does the sale contract require/permit CAD tender of a SBL?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.2 Do the INCOTERMS ® 2010 require/permit CAD tender of a SBL?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.3 Can the buyer open a LC requiring/permitting tender of a SBL?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.4 Does the buyer of a SBL get title to the goods from a seller non-owner?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.5 Would a lender accept a SBL as a collateral in pledge?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Why?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B. The letter of credit</th>
<th>Under English Law</th>
<th>Under Scandinavian Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.1 Does the LC require/permit tender of a SBL for payment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.2 Does the UCP 600 and the ISBP require/permit tender of a SBL for payment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Why?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### C. The carriage contract and the HVR

<table>
<thead>
<tr>
<th>Question</th>
<th>Under English Law</th>
<th>Under Scandinavian Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.1 Can the shipper ask the HVR carrier to issue a SBL?</td>
<td></td>
<td></td>
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<tr>
<td>C.2 Can the HVR carrier issue a SBL when the shipper asks for a BL?</td>
<td></td>
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<tr>
<td>C.3 Who has a contract with the carrier on the terms of the SBL?</td>
<td></td>
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<tr>
<td>C.4 Is the SBL conclusive evidence of what was shipped?</td>
<td></td>
<td></td>
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<tr>
<td>C.5 To whom has the carrier to deliver?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) the named consignee?</td>
<td></td>
<td></td>
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<tr>
<td>ii) the lawful holder?</td>
<td></td>
<td></td>
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<tr>
<td>iii) the named consignee lawfully holding the SBL?</td>
<td></td>
<td></td>
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<tr>
<td>C.6 Who has title to sue the carrier for non delivery?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) the named consignee?</td>
<td></td>
<td></td>
</tr>
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<td>ii) the lawful holder?</td>
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<tr>
<td>iii) the named consignee lawfully holding the SBL?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.7 Anyway, would the carrier be covered by its P&amp;I Policy?</td>
<td></td>
<td></td>
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<tr>
<td>Why?</td>
<td></td>
<td></td>
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<tr>
<td>D. The carriage contract and the new RR</td>
<td>Under English Law</td>
<td>Under Scandinavian Law</td>
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<tr>
<td>----------------------------------------</td>
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<tr>
<td><strong>D.1 Can the shipper ask the RR carrier to issue a NNTD?</strong></td>
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<td><strong>D.3 Who has a contract with the carrier on the terms of the NNTD?</strong></td>
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<td><strong>D.4 Is the NNTD conclusive evidence of what was shipped?</strong></td>
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<tr>
<td><strong>D.5 To whom has the carrier to deliver?</strong></td>
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<tr>
<td>i) the named consignee?</td>
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<td>ii) the lawful holder?</td>
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<td>iii) the named consignee lawfully holding the NNTD?</td>
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<td><strong>D.6 Who has title to sue the carrier for non delivery?</strong></td>
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<tr>
<td>i) the named consignee?</td>
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<td>ii) the lawful holder?</td>
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<td>iii) the named consignee lawfully holding the NNTD?</td>
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<tr>
<td><strong>D.7 Anyway, would the carrier be covered by its P&amp;I Policy?</strong></td>
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<td><strong>Why?</strong></td>
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