

BILL OF LADING.

Special attention is called to the Rules and Conditions on the Face and Back of this Bill of Lading.

SEABOARD

AIR LINE RAILWAY

CHAS. R. CAPPS, Gen'l Freight Agent,
Norfolk, Va.

B. M. WALDRON, Freight Claim Agent,
Portsmouth, Va.

The shipper may elect to accept the conditions printed or written on the face and back hereof, and the reduced rates applying thereunder, or may, as provided below, require the carriage of the property at carrier's liability.

If the shipper elects not to accept the said reduced rates and conditions, his failure to sign the Acceptance Clause provided below will be accepted as notice of such intention, and the property will be at the carrier's liability, limited only as provided by common law, by the laws of the United States and of the several States, in so far as they may apply. Property thus carried will be charged twenty (20) per cent higher (subject to a minimum increase of one (1) cent per hundred pounds) than if shipped subject to the conditions printed or written on the face and back hereof.

Received by the SEABOARD AIR LINE RAILWAY,
At Portsmouth Station Oct 23^d 1907

NOT NEGOTIABLE.

If the word "ORDER" is properly endorsed, shall be

КОНОСАМЕНТ

КЛЮЧ К ДЕНЬГАМ

ИЛИ ДОКАЗАТЕЛЬСТВО ОТВЕТСТВЕННОСТИ?

Андрей Перепелица

Старший юрист, ACI Arb

Международная Юридическая Служба

Interlegal

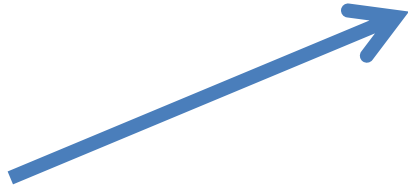
КОНОСАМЕНТ

**ТОВАРОРАСПОРЯДИТЕЛЬНЫЙ ДОКУМЕНТ
ДОКАЗАТЕЛЬСТВО ДОГОВОРА ПЕРЕВОЗКИ
РАСПИСКА В ПРИЕМЕ ГРУЗА**

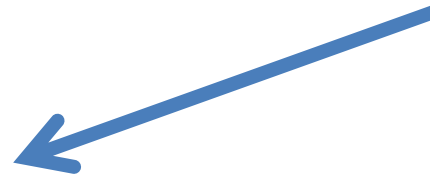
КОНОСАМЕНТ



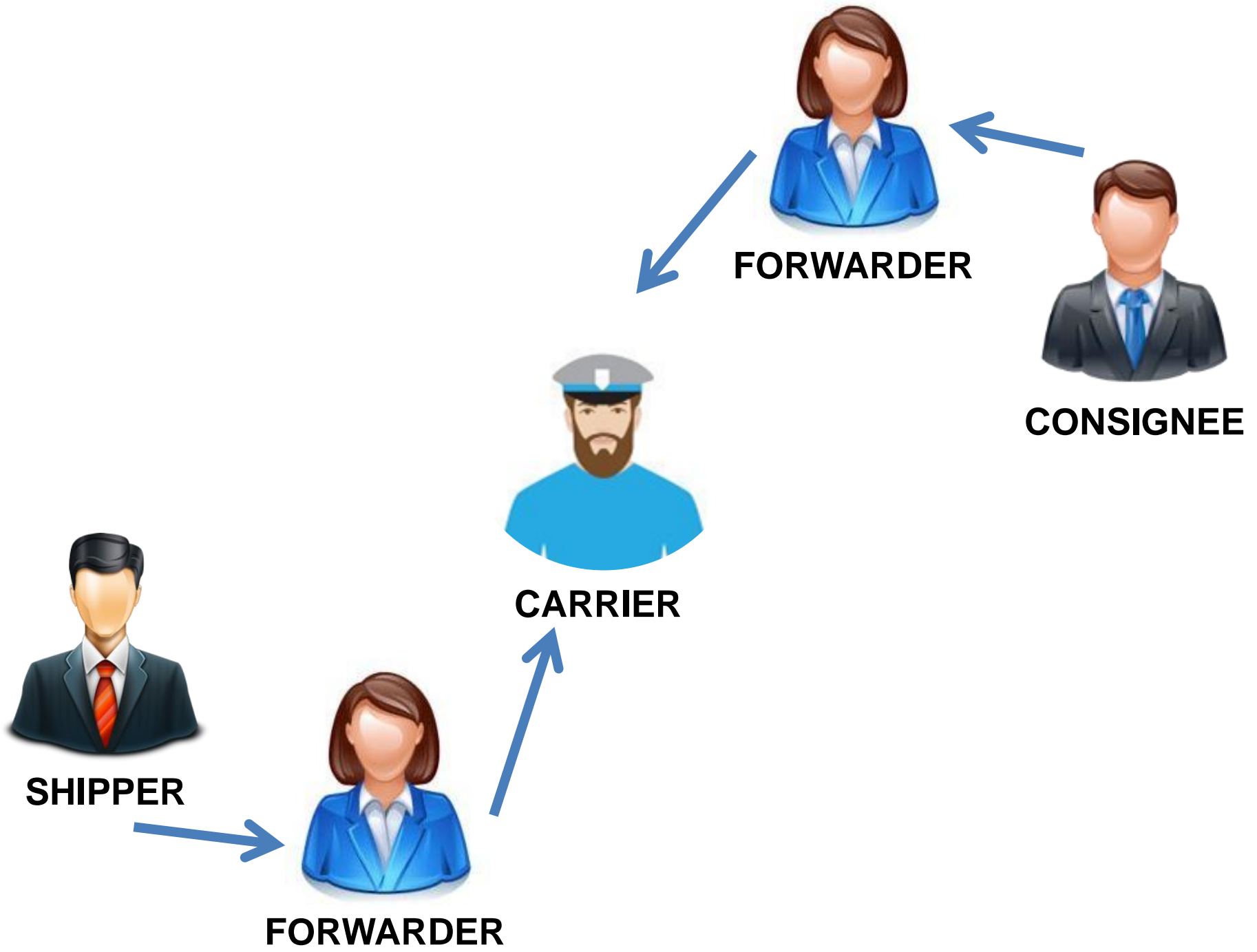
SHIPPER

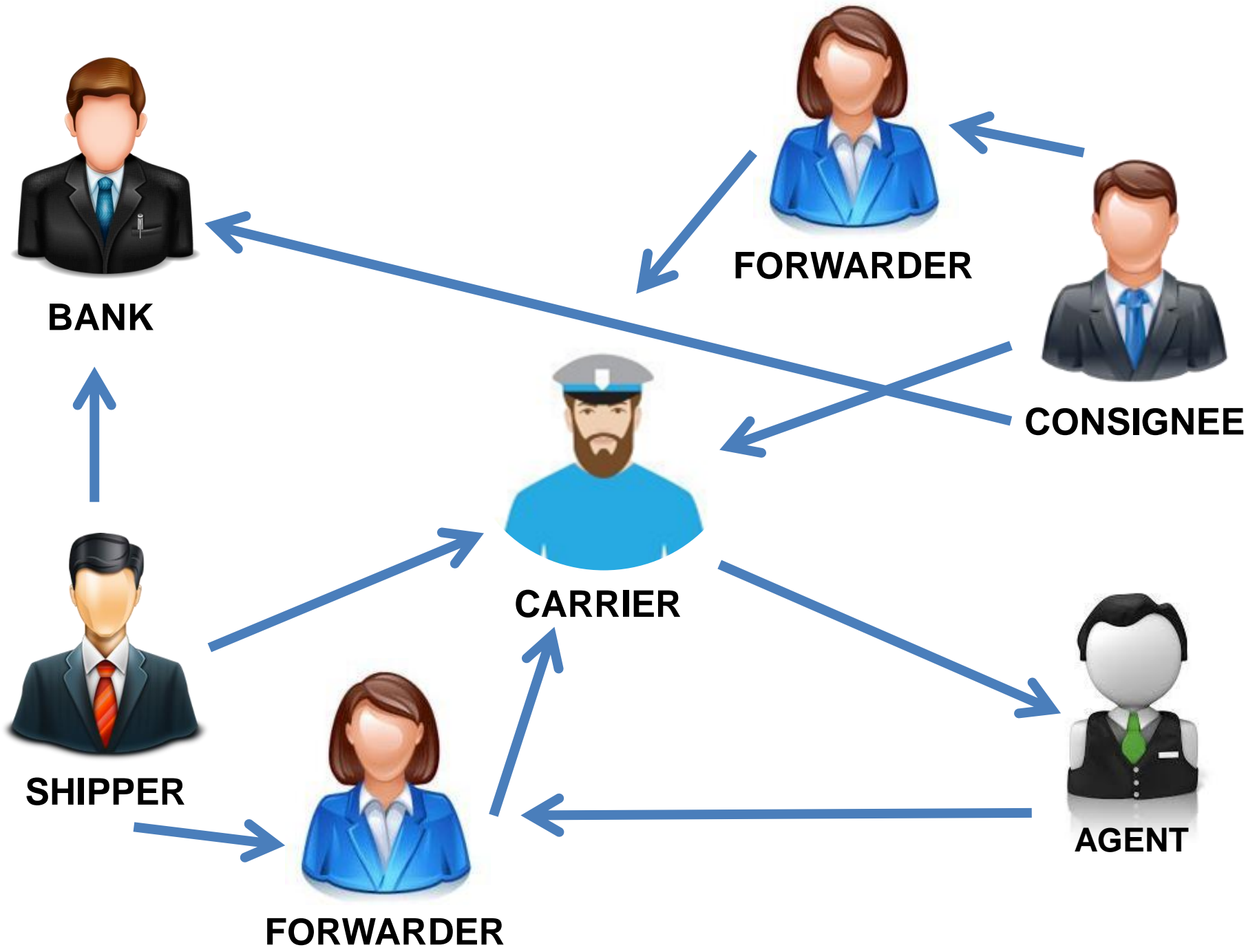


CARRIER



CONSIGNEE





KEY TO MONEY

«...a key which in the hands of a rightful owner is intended to unlock the door of the warehouse, floating or fixed, in which the goods may chance to be..."

Bowen LJ, *Sanders Brothers v Maclean & Co* (1883)





**BILL
OF
LADING**





KEY TO MONEY

«The possession of Bill of Lading did not confer on the holder any greater power than the possession of the goods themselves. The transfer of Bill of Lading had no greater effect at Common Law than the transfer of the actual possession.»

Blackburn LJ, *Cole v North Western Bank* (1875)









MAERSK LINE

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

SCAC MAEU

B/L No. 855291456

Shipper

COOPERATIVA AGRARIA CAFETALERA PANGO LTDA
 AV. LOS CAFETALEROS N 600 SAN MARTIN DE PANGO
 SATIPO-JUNIN-PERU
 PHONE: +51(064)543017 FAX +51-(064)543144

Booking No.

855291456

Export references

Svc Contract
 182020

Onward inland routing (Not part of Carriage as defined in clause 1. For account and risk of Merchant)

Consignee (negotiable only if consigned "to order", "to order of" a named Person or "to order of bearer")

Notify Party (see clause 22)

EXCELCO TRADING L.P.
 17 BATTERY PLACE, SUITE 1010 NEW YORK, NY 10004
 TEL.212 344 6771
 FAX.:212 344 8723
 George TslatsiosGtslatslos@exceltrade.com

Vessel (see clause 1 + 19)

MAERSK RIO GRANDE

Voyage No.

0766

Place of Receipt. Applicable only when document used as Multimodal Transport B/L. (see clause 1)

Port of Loading
 Callao

Port of Discharge
 Newark

Place of Delivery. Applicable only when document used as Multimodal Transport B/L. (see clause 1)

PARTICULARS FURNISHED BY SHIPPER

Kind of Packages; Description of goods; Marks and Numbers; Container No./Seal No.

Weight

Measurement

1 Container Said to Contain 250 BAGS

17370.000 KGS

20.000 CBM

250 BAGS OF 69 KILOGRAMS NE T EACH OF WASHED GREEN COFFEE PERUVIAN
 ALTURA EURO PREPARATION (E.P.) OCIA CERTIFIED CROP 2007.
 NET WEIGHT: 17,250.00
 FREIGHT COLLECT
 CONTRACT SERVICE EXCELCO 182020

LOGO COOPERATIVE COFFEES
 LOGO PANGO
 LOGO OCIA
 30/519/0001
 PERU ORGANIC FT
 CONTRACT PEP72
 LOTE 5
 FLO ID: 920

CLHU3173510 ML-SA2903065 20 DRY 8'6 250 BAGS 17370.000 KGS 20.000 CBM

Shipper Seal : I-00127

Customs Seal : I00127

Above particulars as declared by Shipper, but without responsibility of or representation by Carrier (see clause 14)

Freight & Charges	Rate	Unit	Currency	Prepaid	Collect
Basic Ocean Freight	1500.00	Per Container	USD		1500.00
Bunker Adjustment Factor	0.00	Per Container	USD		0.00
Chassis Usage	0.00	Per Container	USD		0.00



MAERSK LINE

BILL OF LADING FOR OCEAN TRANSPORT OR MULTIMODAL TRANSPORT

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B/L No. 855291456

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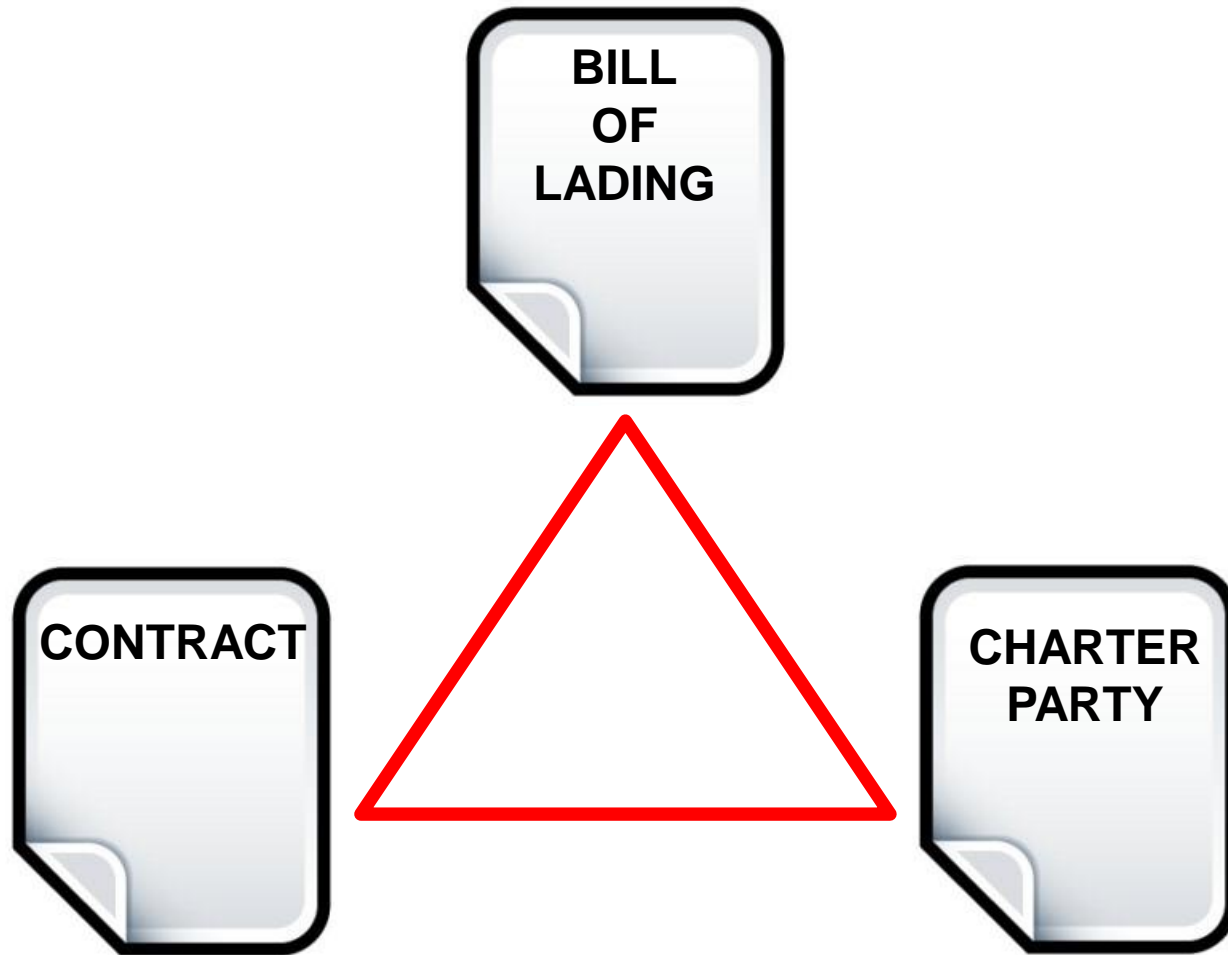
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Bunker Adjustment Factor	0.00	Per Container	USD		0.00
Chassis Usage	0.00	Per Container	USD		0.00

LINK BETWEEN...



LINK BETWEEN...



“PRIMA FACIE” EVIDENCE

- КОЛИЧЕСТВО ГРУЗА
- СОСТОЯНИЕ ГРУЗА



Lloyd's Law Reports

The Leading Maritime and Commercial Law Reports

Editors: Michael Daiches, Barrister, and Professor Robert Merkin



Neutral Citation Number: [2014] EWCA Civ 217

Case No: A3/2013/1927

**IN THE COURT OF APPEAL (CIVIL DIVISION)
ON APPEAL FROM THE QUEEN'S BENCH DIVISION,
ADMIRALTY COURT
THE HONOURABLE MR JUSTICE SIMON
CLAIM 2013 FOLIO 668**

Royal Courts of Justice
Strand, London, WC2A 2LL

Date: 06/03/2014

Before :

**LORD JUSTICE RIVER
LORD JUSTICE BEATSON
and
LADY JUSTICE GLOSTER**

Between :

**KAIROS SHIPPING LIMITED
THE STANDARD CLUB LIMITED**

Appellants/
Claimants

- and -

**(1) ENKA & CO LLC
(2) ALL OTHER PERSONS CLAIMING OR BEING
ENTITLED TO CLAIM DAMAGES BY REASON OF
THE FIRE ONBOARD THE M/V "ATLANTIK
CONFIDENCE" ON OR AROUND 30 MARCH 2013
AND/OR THE SUBSEQUENT LOSS OF THE M/V
"ATLANTIK CONFIDENCE" OFF MASIRAH ISLAND,
ON OR AROUND 3 APRIL 2013**

Respondents/
Defendants

Mr Robert Thomas QC and Mr Thomas Macey-Dave (instructed by Clyde & Co) for the Appellants/Claimants

Mr Mark Jones (instructed by Jackson Parton & Co) for the Respondent/Defendant, Cosmotrade SA

Hearing dates: Wednesday 4th December 2013

12 ОТПРАВИТЕЛЕЙ

22 КОНОСАМЕНТА

26 000 000 \$ УБЫТКОВ

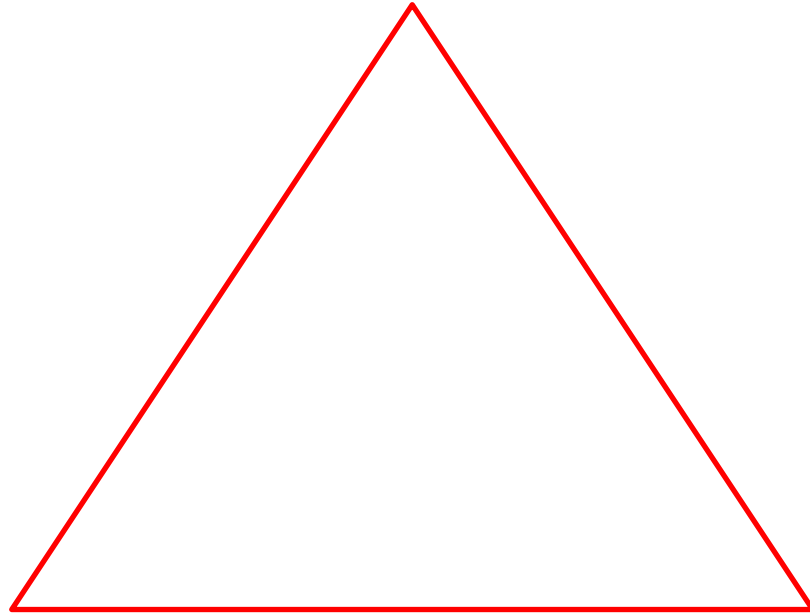


QUANTITY



QUALITY









**КОДЕКС
ТОРГОВЕЛЬНОГО
МОРЕПЛАВСТВА**

України



SHIPPER



CHARTERER



CONSIGNEE



Carriage of Goods by Sea Act 1992

1992 CHAPTER 50

An Act to replace the Bills of Lading Act 1855 with new provision with respect to bills of lading and certain other shipping documents. [16th July 1992]

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1.—(1) This Act applies to the following documents, that is to say—

- (a) any bill of lading;
- (b) any sea waybill; and
- (c) any ship's delivery order.

(2) References in this Act to a bill of lading—

- (a) do not include references to a document which is incapable of transfer either by indorsement or, as a bearer bill, by delivery

Shipping documents etc. to which Act applies.







MERCHANT

Shipper

B/L Holder

Consignee

Receiver

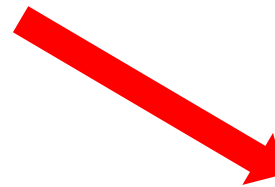
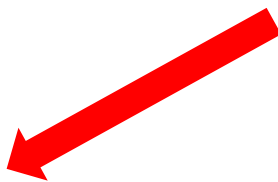
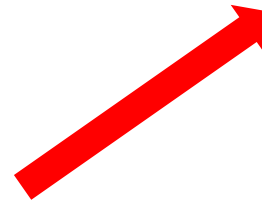
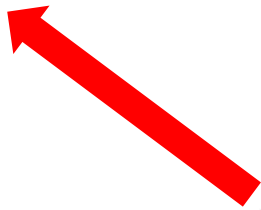
Lawful
Possessor



SHIPPER



CONSIGNEE



FORWARDER



AGENT



BON VOYAGE



Международная Юридическая Служба

Interlegal