## Contents

	empol reorg Page
Preface	iiv merpretation of charterparty terms
Table of U.K., Commonwealth and European Cases	iiilx The general principle of interpretation
	iiiyax Circumstances in which external evidence
Table of Arbitrations	polimergrafii cxii
	iiixxo Other more specific guidelines for interp
Table of Conventions and Rules	cxxvii
Table of Charterparties and Standard Clauses	xxxx lamplied obligations of the owner
Table by Charles parties and Standard Clauses	the charter obligation of the charterer
SECTION I. GENERAL PRINCIPLES	AND GENCON CHARTER 10000
CHAPTER 1. FORMATION AND TERMS OF THE CHA	ARTER med statement & 1.1
	A Hirmstian
Formation of the charter	have an an entered of a surface of the
Types of charter	1.1
Concluding a binding agreement	1.3
Matters which must be agreed if the contract is not to b	e unworkable or void for
uncertainty	1.5 Provision in the charter
The parties' intention to contract	noinnear 1.12
"Subject to contract"	1.16
"Subject to details" and similar expressions	families of the continue of the continue
"Subject to logical amendments/alterations"	1.20
"Subject to survey"	1.21 PURE STREET OF THE CHARTER
"Subject to stem"	1.23
"Subject to satisfactory completion of two trial voya	ges" frag off to will not be afficient selection of 1.24
"Fixed in good faith"	1.25
Other "subjects"	1.26
Law governing the charter	1.27 Indipal and agent
Governing law chosen by the parties	82.Decisions on construction
1. Express choice of governing law	08.1 al principal can sue und be sued
"Floating" governing law clauses	1.31 ben the terms of contract exclude interven
2. Choice of law "clearly demonstrated by the terms	
of the case"	E.I. Section to suc agent or principal
(a) Use of a standard form known to be governed by	a particular system of law and a wind 1.34
(b) Course of dealing between the same parties	* timodius leuts 1.35
(c) Express choice of forum	2.134 Authority
(d) Reference to certain provisions of a system of la	w, without an express general
choice of the law	7.1 Amendy of authority
Other indications of a choice of law	8. It gagges and purchasers - troop gailwol ad
Where the parties have made no choice of governing la	98.1cffect of the charter on non-parties w
The role of the governing law	74.1cmg the corporate veil
Procedural law—limitation of shipowners' liability	1.50 Liability as a party to the charter
Illegality of the contract of affreightment	1.51 Other cases
Mistake Manual and a partial trade of long three or a case	Allies date was 1.64
Mistake as to underlying circumstances	1.65
2. Mistake as to the parties, subject matter or other term	ns reterrade to renwo to notheritine 1.67

Parties		1.68
Subject matter		1.69
Terms of the contract		1.70
Rectification		1.73
Misrepresentation	atreating I wanted makes, and still	1.79
Rescission for misrepresentation	CHEMINA	1.81
Damages for misrepresentation		1.82
Representation—a term of the contract	the rain and delli have been to the have been to or r	1.86
Duress		1.87
Duress and the conflict of laws		1.93
The terms of the charter		1.94
Express terms		1.94
Interpretation of charterparty terms		1.95
The general principle of interpretat	M. R., Communication of European-Classic noi	1.95
Circumstances in which external ev	vidence is admissible as an aid to	
interpretation	to to Cooke on Propage Diamers, has boilt with his	1.96
Other more specific guidelines for i	interpretation	1.104
Implied terms		1.121
Implied obligations of the owner		1.127
Implied obligations of the charterer	with the first of the second of the second of the second	1.128
Classification of terms		1.129
1. Conditions		1.130
2. Warranty		1.132
3. Intermediate term	THE THE THE THE WASTER THE WASTERNAMED FOR THE	1.133
Affirmation		1.135
Bringing the charter to an end		1.136
Performance		1.137
Agreement		1.138
Accepted repudiation Provision in the charter		1.139
Frustration Frustration		1.140
U.S. Law		1.141
Formation and terms of the contract		1A.1
Pormation and terms of the contract		1A.1
CHAPTER 2. PARTIES TO THE CHAR	TER	2"
A.J	ubject to stem	31
	es depends on construction of the charter	N
as a whole	ked in good faith"	2.2
Misnomer	ney Julgoets"	2.3
Principal and agent	erfile thater	2.4
Decisions on construction	ming (c) chasen by the parties	2.6
2. Real principal can sue and be sued	Expects Object of gavening law	2.13
When the terms of contract exclude int	rervention of another person as principal	2.15
	Choice of law "clearly demonstrated by the terms of the	2.18
Election to sue agent or principal		2.21
3. Authority of agents No mentor reliable		2.22
Actual authority		
Ostensible authority		
Ratification Brough series as more		
Warranty of authority		2.34
Mortgagees and purchasers	ther indications of a choice of law	775333
The effect of the charter on non-parties		
'Piercing the corporate veil"	ole of the governing law	
Liability as a party to the charter     Other cases		
U.S. Law		
Parties		2A.1
Identification of owner or charterer		2A.1
AGENTINGTION OF OWNER OF CHARLETE		/A /

"Piercing corporate veils"			2A.7
Piercing the corporate veil in arbitration			2A.22
Piercing corporate veils in tort cases			
Parties in interest			2A.26
Consolidation in arbitration bank			2A.27
Participation of non-signatories in arbitration			2A.29
CHAPTER 3. DESCRIPTION OF THE SHIP			3.1
Contractual effect of descriptive statements			3.1
Condition, warranty or intermediate term drand to			
When the ship must comply			
Name of the vessel			2 -
Vessel "to be nominated"			2 -
Liberty to substitute			2 7
Chartered tonnage		When the nomination in	2 12
Owner's right of transhipment		How the nomination is a	2 1 5
Registered tonnage			2 10
Deadweight and bale capacity			
'About''			3.23
Classification			226
Oil major approvals			2.20
Place and Ontinuality			3.32
			Carlo Sancture
Speed			3.35
			3.39
11111			3.40
U.S. Law			3A.1
Description of the ship			2 / 1
Vessel's name			2 4 5
Gross and net registered tonnage (GRT/NRT)			3A.7
Cargo carrying capacity			3A.8
Vessel's flag			3A.21
Classification Society			3A.23
Lenoth			3A.27
Arrival draft			3A.28
"Air draft"			3A.29
"WLTHC"			3A.30
"WLTHC" "Under keel clearance" ("UKC")			3A.31
Present condition of tanks/holds			3A.32
Shovel clean			3A.33
Whether description of cranes implies they can	n work simultaneously		3A.34
Suitable for grab discharge	any Kintes		3A.35
"Self-discharging"			3A.39
Sugar charters: non-compliance clauses		Interruptions in safe cor	3A.41
And the officer policy of the control of the contro			
CHAPTER 4. PROCEEDING TO THE LOADIN	NG PORT		4.1
ntroduction			4.1
1. The position of the vessel at the date of the ch	arter		
Statements as to the time when the vessel is to			
2. "Expected ready to load"			
Reasonable grounds			
"About"			
3. The obligation to proceed to the loading port			
The effect of an "expected ready to load" date	or a cancelling date		
Intermediate engagements			4.13
Condition or intermediate term			4.14

The effect of excepted perils		4 1
When and where does the approach voyage begin?		4.1
4. Post-fixture notices of expected time of arrival		4 1
U.S. Law		44
Present position of vessel and expected readiness to load		4Δ
"Expected Ready to Load (abt.)"		44
Proceeding to the loading port		4A.1
CHAPTER 5 LOADING AND DISCHARGING BORTS IN		
CHAPTER 5. LOADING AND DISCHARGING PORTS, P.		
"Port or place"		5.
The identification and nomination of the port, place or ber		
Delegation of nomination		5.
Nomination under a bill of lading		5.
The obligation to nominate		5.
By whom the nomination may be made		5.1
When the nomination must be made		5.1
How the nomination is made	's right of transhipment	5.1
Order of call at two or more ports		2.1
The irrevocable effect of a valid nomination		5.2
Impossibility		5.2
Existing impossibility at the time of nomination		5.2
Supervening impossibility		52
Safety		5.3
The warranty of safety—express and implied		5.3
Named ports or places		5.3
2. Choice from a range of named ports/places		5.30
3. Choice from a number of unnamed ports within a ra	ange "sainting to	5.3
4. Choice of a berth within a port	WS WS	5.4
Due diligence	scription of the ship	5.4
Can the warranty of safety be qualified by the context/circ	umstances?	5.49
At what time does the charterer's warranty as to safety ope	erate? I use must be ustalized be been asset	5.50
Re-nomination after supervening unsafety		5.52
Definition of safety		5.58
Types of unsafety		5.59
Physical safety		5 60
"Political" or non-seafaring unsafety	and draft and a second and a second layer	5.65
"Always lie safely afloat"	White Wall	5.68
"always accessible" or "always available" or "reachable	e on arrival"	5.69
The particular vessel	"Under keel clearance" ("UKC")	5.71
The duration and ambit of the warranty of safety	sent oing on of tanks holds	5.73
1. "reach"	wasta lavo	5.73
Lightening and safety	tether descripts of outper implies th	5.76
2. "use"	table for grab discharge	5.80
Interruptions in safe conditions for use		5.82
Tug and shifting costs		III Common a
3. "return"		5.85
4. Port/berth ceasing to be unsafe prior to the vessel's arri	TER A.PROCEEDING TO THE ISV	5.88
Temporary obstacles	nistrai	5.89
Abnormal occurrences	g position of the vessel at the date of	
Negligence on the part of the master or navigator	programmed the time when the versa	5.94
"So near thereto as she may safely get"		
The effect on the implied warranty of safety		
The effect of the term		
The second secon		5.102
The effects of the nomination of an unsafe or impossible p	ort or place; the owner's	5.10/
rights	of the place, the owner's and pends	5 100
The right to consider the order		5.108
Comment of the Commen		1 1118

The right to reject the order of the land to the land to	5.10 owner when cargo loaded in breath of the	19
Loss of the right to reject and damages	5.11	2
Damages for delay	"ogur2 stelemo3 ban fir5.11	6
U.S. Law	Actual to be loaded	.1
Safe ports and berths	Yogran linensy hitwin 5A.	.1
"Or so near thereto as she may safely get and	lie always afloat" 5A.	.1
Owner may be a third-party beneficiary of the safe	e port warranty in a sub-charter 5A.1	1
Waiver and acceptance of named port	P.ASTER OLD THE REPORT OF THE PROPERTY OF THE	2
What conditions make a port or berth unsafe?	med to amount to good delivery 5A.2	1
Avoidability by good navigation and seamanship	5.A.3 are of the charterers obligation	4
Apportionment of damages	5A.4	0
CHAPTER 6. THE CARGO	6.	1
Obligations: mutual and prior to loading		
Meaning of a "full and complete" cargo	.6). Finstration of the charterparty	
Only ordinary cargo spaces to be used	6. Illegality	
Ballast and an armine learning for delight	.6). Express exceptions clauses	
Preparation of the goods for loading	.6 (b) Customary place of storage outside the po	
"not exceeding what she can reasonably stow a	6. (c) Exceptions shares extending to the province for th	
Bunkers, water and stores		
Draft restrictions, harbours with bars	1.6 (e) "Cango or intended curgo" (c) (f) 6.1 (c) options—selection or election?	
Effect of clauses describing the capacity of the ve	ssel	
Effect of clauses describing the stowage factor of		
Clauses fixing the amount of cargo to be shipped		
Maximum and minimum quantities fixed by th	0.1.	
Options as to quantity to be loaded		
Charterparty for "a cargo"	11.6 4. Revocation of the exercise of the option (1.6 Law)	
Part cargo		
Deck cargo		
When carriage of deck cargo is permissible	6.2: 6.2: 6.2: 6.2: 6.2: 6.2: 6.2: 6.2:	
Where the contract of carriage provides for a		
2. Custom of the trade	Manufalatilla to elonim 6.2	7
3. Where the ship is specially designed for carr	riage on deck	
4. Containers	6.29	
Rights and responsibilities where goods are carried	d on deck	
Unauthorised deck carriage	6.3	
Authorised deck carriage	their manager 6.32	
Standard of stowage and seaworthiness appr	onriate to deck cargo	
2. Where goods are carried "at charterer's risk"	opriate to deck cargo 6.33 or "at shipper's risk" 6.34	
3. Application of the Hague and Hague-Visby	Rules 6.3	
4. General average	6.39	
Owners' right to freight where goods are carried o	on deck was many accompanies and 6.4	
he type of cargo	where or their Manager 6.42	
Cargo described specifically	6.43	-
Cargo not described specifically—"lawful merchan	ndise" 6.44	
Dangerous cargo		
Express prohibition		
Implied term relating to dangerous cargo	The treat desirable and the	
The meaning of "dangerous goods"	The state of the s	
The nature of the notice required	The state of the s	
Dangerous goods and inherent vice		
Legal obstacles—risks of non-physical damage		
Is the carrier obliged to carry dangerous goods?	<ul> <li>82.6 Undifferentiated goods shipped as one parcel</li> <li>96.6 Where goods become undentifiable during the</li> </ul>	
The effect of a clause paramount	6.62	
Drives	to circupabani dire barnida are abbas arafile 6.63	
00110011 0001000001	A STATE OF THE PARTY OF THE PAR	477

Rights of the owner when cargo loaded in breach of the terms of the charter of th	
41 "Full and Complete Cargo" yalsh not assume to	
Cargo to be loaded	6A.3
"Lawful general cargo"	
Dangerous cargoes table syswin oil but tog your ode an object mon on 10%	
ner may be a third-purty beneficiary of the safe pon warmary in a sub-stitute are at quasissista. II	071.20
CHAPTER 7. CHARTERERS' OBLIGATION TO PROVIDE CARGO	7.1
Nature of the charterers' obligation	7.1
The time at which the cargo must be available	7.2
Loading in turn	1.3
Consequences of a breach of the obligation to provide cargo	7.5
Exceptions to the charterers' obligation to provide cargo	7.6
1.1. Frustration of the charterparty gnibsol of song loss facilities and an analysis o	
Co Illegality ogna "atalquico bus llul" a lo gruna	
2. Express exceptions clauses bound bound of money on the variable visit of the control of the c	
(a) General principle of interpretation	7.10
(b) Customary place of storage outside the port	7.11
(c) Exceptions clauses extending to the providing of cargo and not shoug out to nonamager?	
(d) Prevention by excepted perils of intended method of providing cargo dw gnibecoxe ion	7.16
that (e) "Cargo or intended cargo" and manufacture associations association assoc	793 SETT
Cargo options—selection or election?	
The effect of a true option loss of the vessel loss	7.25
41.3 1. Mode of exercise and multi-mark to recover the stowage the stowage the stowage that the stowage the stowage the stowage the stowage that the stowage the stowage the stowage that the stowage the stowage that the stowage	
2. Failure to exercise the option punctually beautiful of or ognotion humann and graziful esenting.	7.26
3. Nomination of cargo already affected by delay a boxil estimosup magning bas manuación	7.27
4. Revocation of the exercise of the option	
Charterparty for "a curgo" " Charterparty for "a curgo"	
Charterer's duty to supply a cargo	
Waiting at the altar: When is there an anticipatory repudiation of the charter?	7A.2
Charterer's breach Charterer's sermany as to a day operater ogus	7A.8
	7A.30
Contracts of official toward	7A.32
(F) 1 1 12	7A.34
"Fairly evenly spread" where the ship is specially designed for carriage on deck	7A 38
CHAPTER 8. DUNNAGE	8.1
	5 140
reduing of dumage	8.1
"Separations"  Removal of dunnage at end of voyage	8.3
	8.4
	8A.1
Dunnage Bull and State S	8A.1
CHAPTER 9. PROCEEDING ON THE CARGO VOYAGE THE Shoot profile high lense	9.1
U.S. Law	9A.1
go described specifically  Taw nor described specifically  Taw inheritated and a specifically  Taw inh	
CHAPTER 10. DELIVERY	10.1
What are the training to	
What constitutes delivery?  Delivery under f.i.o. terms  Output  Delivery under f.i.o. terms	10.2
	10.5
Where, how and to whom delivery is to be made  Notification of readiness to deliver	
rotineation of readiness to deliver	10.8
Delivery of mixed goods	
1. Undifferentiated goods shipped as one parcel	
2. Where goods become unidentifiable during the voyage as a result of an excepted	10.10
peril thuomana sensita to poster of the peril thuo peril	10.12

When mixing of goods is due to the fault of the shipowne	one of the season of the seaso
he method of apportioning unidentifiable goods	61.01 proper or negligent atowage
argo mixed with goods belonging to the shipowner	81.01 publicon and stowage
ailure of the consignee to take delivery	91.01 examil want of due diligence, or act of defi
pecial contractual provisions	doon to nebud a 10.20
Provisions which entitle the carrier to land and wareho	ouse the goods (usually at the
merchant's risk and expense) if the consignee de	oes not take delivery 10.21
Provisions which stipulate that delivery to a person wh	no would not, on ordinary principles,
be the agent of the consignee shall be deemed to	amount to good delivery 10.26
J.S. Law	10A.1
the of freight where the parties space to a discharge notice	
CHAPTER 11. OWNERS' RESPONSIBILITY CLAUSE	L1L mkering
The incorporation of the Hague Rules	il regained from these route for leading or dis
The layout of the clause	(E130 VO HODINY 11.5
he first paragraph—liabilities accepted	6.11) eviation in case of necessity in the management
"Owners to be responsible"	6.11. To effect reputing to the ship
" for loss of or damage to goods or for delay in the	delivery of goods " 11.7
Improper or negligent stowage	8.11. To save life
"Unless stowage performed by shippers/Charterers	
The effect of the third paragraph of the clause	11.14 Deviation must not exceed what is reason
2. Unseaworthiness caused by personal want of due d	
or their manager	Salisla dollares nound a 11.17
The role of absolute warranty at common law	11.17 To call at any ports in any order.
The same of the sa	11.18
Seaworthiness in general The ISM Code	20.11 To tow and assist vessels in all situations
A Line of the Control	11.27 "To deviate for the purpose of saving life
Ship-vetting institutions	82.11 BIMCO Liberty and Deviation Clause
Structure and hull	11.29
Machinery	11.30
Hold preparation	11.30 Rights and linbilities after deviation when
Stowage	11.51
Manning and a state of the stat	11.34
Equipment and supplies	in his to he and anone by reason have a firm
Compliance with legal and documentary requirement	ents 11.40
When must the ship be seaworthy? The doctrine of sta	iges 11.43
The period before the beginning of loading	11:43
The loading stage	11.49
The intermediate stage after the end of loading and	l before the open sea voyage 11.50
Bunkering and the doctrine of stages	11.51
Personal want of due diligence of the owners or their	manager 11.52
The effect of "personal"	11.52
The relevant persons—"The Owners or their Mana	nger" 11.53
the Owners of their Manager	common portrologib est annual di transportation
The position of the disponent owners	11.59
Personal obligations of owners or their manager	11.60
3. " or by the personal act or default of the Owner	
The second paragraph—liabilities excluded	11.68
" loss, damage or delay"—financial loss	11.69
To what matters, acts or omissions do the exceptions	apply?
When the exceptions apply	
The relationship of clause 2 with other clauses	
Descriptive clauses and clause 2	11.79 the carriage of cargo on deck
The burden of proof	11.81
U.S. Law	THOTAGA AL SA TILOT
General principles	
The duty to make the vessel seaworthy	ALL multy of cures on which freight in payable
Clause paramount	maid freight - Collecup molecul no ide 11A.17
COGSA defenses	"witning berevilob on ide 11A.26
COGSA defenses	1111.20

Improper or negligent stowage	and to floor calcorous at about to gain 11A.27 boog siderithelding garnous manya to bent 11A.29 rogide all of gargnoled about the boriel1A.45
Personal want of due diligence, or act of default of the	owners or their manager 11A.46
The burden of proof	Sunizivous Jaurtustan 11A 57
Contribution and indemnity—tender of defense	57.Ally sions which entitle the carrier to land a
CHAPTER 12. DEVIATION AND DELAY	
Basic obligation of the carrier	ed llarls somjiano of the consigned and a 12.1
Usual and customary route	12.2
Departure from direct route for navigational reasons	12.4
Bunkering	SOLUTION II. OMNERS RESPONSIBILITY
Departure from direct route for loading or discharging	cargo
Deviation by delay	12.8
Deviation in case of necessity	bolnogos samilidad - dores ma 1-12.10
To effect repairs to the ship	12 11
To avoid capture or confiscation	th and are about of apparely to be seed to 12.12
10 bave me	snawote insullent to regorgini 12.13
To obtain fill-up cargo	12.14
Deviation must not exceed what is reasonably neces	ssary 12.15
Clauses granting liberty to depart from the direct or us	ual route 12.16
The Gencon deviation clause	12.17
"To call at any ports in any order"	nonimo ju emerisw emfords to sior ad T 12.17
For any purpose	12.20
"To tow and assist vessels in all situations"	12.21
"To deviate for the purpose of saving life and/or pro	operty" 2000000000000000000000000000000000000
The BIMCO Liberty and Deviation Clause	12.23
Other liberties to deviate	granulanty 12.24
Effect of unjustifiable deviation	12.28
1. Rights and liabilities after deviation when contract i	s rescinded 12.29
(a) Terms of bailment	12.30
(b) Effect of rescission on owner's accrued rights	12.37
2. Rights and liabilities after deviation where contract	is affirmed 12.41
(a) Carrier remains liable for loss caused by devia	tion 12.42
(b) Exclusion clauses may not apply to a devious v	voyage 12.41
Deviation on the voyage to the loading port	12.46
U.S. Law	12A.1
Deviation and delay	espects to sombob and pour gray and 12A.1
Usual and customary route	name and to some the out to be a large 12A.6
Departure from direct route for havigational reasons	12A.9
Bunkering	12A.12
Departure from direct route for loading and discharging	g cargo 12A.19
Inadvertent failure to discharge cargo	anawa Juanowski esti la galigasi al 12A.30
Deviation by delay	12A.31
- Cradion in case of necessity	1/A 34
Geneon form	12A.35
Deviation by unseaworthiness	I Islammi — valsti ja samusti jasa 12A.39
and of proving causar connection	m official management and 12A.42
or as itself on minitation of matrinty	12A.47
Effect of deviation on time bar	vioqui annique soni in 12A.52
Deviation by the carriage of cargo on deck	2 S sarralo bas roscusto ovingrosso 12A.53
CHAPTER 13. FREIGHT	tong to metrad ad 13.1
The meaning of freight	Wall 2, 1
The quantity of cargo on which freight is payable	13.1 general principles
"Freight on intaken quantity"	no neutronalise Lancowhite Market of 13.4
"Freight on delivered quantity"	Hulomeney seuni 13.6

Other stipulations: conclusive evidence	13.10 page of trans-or on-shipment costs
The rate of freight and any sed sum appropriately mobiled at	noticion a reads: the owner's decision
Overage freight	13.18 in order to retain prepaid freight
umpsum freight	ather one triggin 13.19
Lumpsum freight where no cargo is shipped or delivere Lumpsum freight when cargo is short-shipped or when	13.20 ne fielgitt earned vs. time freight payal be
reight on transhipment	2nibal 70 13.24
ault of the charterer preventing the earning of freight	13.25 tremest on late payment
ro rata freight for delivery short of destination	13.27 Walver of police 13.27
The amount of pro rata freight	DRAHDZIG GWA DWIGAO ILAI REFE13.30
tate of freight where the parties agree to a discharge port	
The persons from whom freight may be due	13.32
Freight payable as per charterparty"	poq adi lo amota 13.32
Where freight is payable to a third party	13.56 lause 5 of the Gencon charter
Deadfreight	13.47
Method of payment	13.47 ph Teblagnole Visiville bas igeo 13.47
Currency of account and currency of payment	13.48 affect of customs of the port when chigh
lace of payment important in the control of the con	ton the carrier may outed and and mail 13.54
ayment "in cash"	200000000000000000000000000000000000000
	2 wil vertrailly on an invalid and peuber I 13.37
rayment by cheque of bill of exchange	13.59
'ayment "without discount"	13.61
reductions from freight—the rule against set-off	healer buy had of their a my good 2 13.63
Claims for damages: equitable set-off	I gillia or william and the will be wi
liquidated claims: legal set-off	13.68
Procedural rules	aviline 13.69
pecial clauses permitting deduction from freight of cargo	claim 13.70
ayment of freight "on delivery"	"golarvisons" guidates annisivong to 13.73
Right and true derivery	ad wil remove to willidiam reserve bushing 13.79
reight on derivery of damaged cargo	manufactive has men come a trible 1 13.81
reight payable in advance	13.87
dvances under clause 4	22000 thortup duy 22000 path 13.92
"Cash for vessel's ordinary disbursements at port of loa	
Charterers if required"	13.92
"Ordinary disbursements at port of loading"	13.93
"If required"	13.94
"At highest current rate of exchange"	to short, in lunotino bus sesuals angular 13.97
"Subject to two per cent to cover insurance and other e	xpenses" 13.98
Partial loss of cargo after part of freight advanced	13.100
Other provisions for the payment of advance freight	13.102
Advance freight payable on loading	13.103
Advance freight payable on sailing	13.104
Advance freight payable on signing bills of lading	13.105
alculating the amount of advance freight payable	13.108
rovisions which advance the date at which freight is earned	ed myel being a within the agreed layin be
Freight "earned" on shipment and similar provisions	15th of 113.112
Freight payable "lost or not lost"	en -   -   -   emitted of laytime -   -
Freight prepaid"	11.11. 11 refer s obligation where no laytime is
J.S. Law	a commend of anotherway but another 13A.1
"Freight" defined; contrasted with "hire"; usual modific	ations to the printed
Amount: lumpsum or per measurement unit	d per day
Amount based on trading reason from	a bolqooxo ayanda ban ayanat 13A.5
Amount based on trading range/ports per "Impos of box	
"Without discount"	anouqooxo e13A.16
When earned: "non-returnable, vessel and/or cargo lost	
Cases in which the owner was entitled to retain prepaid	
Cases in which the owner was not entitled to retain pre	
The double recovery problem	and favor overso type of the 13A 39

Recovery of trans- or on-shipment costs	13A.48
Another line of cases: the owner's decision to abandon the voyage must be "reasonable"	Nichate.
in order to retain prepaid freight	13A. 51
	13A.56
Time freight earned vs. time freight payable will be beingide at ogne on praduct highest must	13A.59
Time for payment: "prepaid" freight within so many days "after" signing/releasing bills	
PC 61 of lading topographe and to	
Interest on late payment migrafile gramma and guillastony washedo ad	
CHAPTER 14. LOADING AND DISCHARGING	
TARI THE PROPERTY DATE OF THE PARTY OF THE P	
General background	14.1
Customs of the port	14.4
Clause 3 of the Gencon charter	14.8
Gross terms	14.10
Receipt and delivery "alongside" the vessel	14.10
Effect of customs of the port when cargo to be received or delivered "alongside"	14.11
Responsibility for handling goods "alongside"	14.16
Operating the cargo gear	14.19
Large pieces or packages	14.20
Loading by elevator or discharging by spout	14.21
Stowage Stowage	14.22
Ensuring proper stowage and trim between discharging ports	14.29
Shipowner's right to land and reload	14 20
"Seaworthy trim" clauses	14 20
F.I.O.S.T. terms	14.36
Effect of f.i.o.s.t, alternative	14.36
Incorporation of f.i.o.s.t. alternative into bill of lading	14.38
Effect of provisions retaining "supervision" or "responsibility" of captain	14.40
Residual responsibility of owners for bad stowage	14.40
Use of ship's cargo gear and winchmen	L PHILIPS 157001017401
Opening and closing hatches	14.46
Loading spaces with difficult access	14.50
Responsibility for stevedores under other forms of clause	14.51
Bagging bulk cargo	14.52
Liner terms	14.57
	14.50
Lighterage Complete the badrup port	14.61
Exceptions clauses and optional methods of discharge	14.62
U.S. Law	14A.1
Loading/discharging costs	14A.1
Responsibility for port dues and cargo taxes	14A.3
MARKET CONTRACTOR OF THE PARTY	
CHAPTER 15. LAYTIME	15.1
General allegar released to must be designed as the second of the second	15.3
Loading/discharging within the agreed laytime and all sold below to be added and well and the sold below to be a sold below to	15.5
Fault of the owner Report and the large transfer and the many tran	15.7
Defining the period of laytime	
Charterer's obligation where no laytime is agreed	15.13
Interruptions and exceptions to laytime	
Interruptions to laytime beining and of another fithing forms ("smid" did w betomings the miles "this	15.14
46VV7 _ 41	
	15.16
"Sundays and holidays excepted"	
"Unless used, in which case time actually used to count"	
Laytime exceptions "murceib mor	15.21
Construction of laytime exceptions and to look open and the laster additional above to the contract of the con	15.22
8. 1. Strict construction that the state of ballities and remove out doing in	15.23
2. Applicability of general exceptions to laytime and demurrage on any party and about the second se	15.24
3. Failure to have cargo available	15.25

4. The period covered by the exception  5. Reasonable efforts to overcome the hindrance	15.26
6. Charterer causing the hindrance	15.28
The commencement of laytime	15.29
Notice of readiness	15.29
1. The place	15.34
2. The ability to load of discharge	15.39
Delay by the charterer	15.47
"Acceptance" by charterer of an invalid notice of readiness, or waiver of notice	15.49
"Laytime for loading and discharging shall commence at 1 p.m. if notice of readiness is	
given before noon and at 6 a.m. next working day if given during office hours	Wholes liniste
after noon"	15.53
"Next working day"	15.55
Special cases of time counting "Time actually used before commencement of lautime shall count"	15.56
Time actually used before commencement of laytime shall count	15.50
"Time lost in waiting for berth to count as loading or discharging time"	15.57
Other provisions which place the risk of horthing delays on the charteness	15.60
Other provisions which place the risk of berthing delays on the charterers	15.61
Shifting Shifting from anchorage to both	15.66
Shifting from anchorage to berth Shifting out of berth	15.68 15.70
AL AND	15A.1
	15A.1
Where no time period is fixed for loading and/or discharging, or where it is left to	
	15A.8
A slave of the first time of t	15A.11
Charters in which a period of time is fixed for loading and/or discharging; notice of	
readiness and a sale as a	
A CANADA CONTRACTOR OF THE CON	15A.21
Laborated State Part Services Interest Burnella Relations and 1997 - 1997 - 1997	15A.23
From where may NOR be given? Herein of berth charters and port charters and	
	15A.25
F	15A.35
Meaning of "port"	15A.38
Free pratique and customs clearance	15A.47
Physical readiness	15A.52
To whom must the NOR be given?	
How NOR is given	15A.68
Tender of NOR prior to laydays	15A.69
When may NOR be given? "Office hours"	
Time actually used before notice time expires	15A.75
Tender of NOR before first day of canceling period	15A.83
	15A.85
Calculation of laytime	15A.94
"Running days" are come of the carries of the second bases of the common of the carries of the c	
	15A.98
"Sundays and holidays" besis as so mis neil a neuwonida	
"Weather permitting" and "weather working day"	
"Weather working day of 24 hours"	
"Weather working days of 24 consecutive [or running] hours"	
	15A.114
"Days" based on an amount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to done it in a mount of cargo per workable hatch period to do done it in a mount of cargo per workable hatch period to do done it in a mount of cargo per workable hatch period to do done it in a mount of cargo per workable hatch period to do done it in a mount of cargo per workable hatch period to do done it in a mount of cargo per workable hatch period to do	
"Days" based on an amount of cargo "per hatch" "Separate" or "total" laytime for loading and discharging provided with believing estimated on	15A.124
Other exceptions to laytime	
	15A.132 15A.134
Fault of owner Who scened has such as the substantial being	
	15A.140

Any cause [whatsoever] beyond the control of charterer Congestion: "obstructions"	mulgouse silt vid benevoe bolissi (15A.158 il adsegniocravio of amilità ofdinom 15A.164
CHAPTER 16. DEMURRAGE	1.61 demendered causing the bindrance
General " 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	10.2
Exceptions clauses—"once on demurrage always on demurrage	e" 16.3 16.5
Delay caused by the fault of the shipowner	16.5 by the character
	non bilayal on to merter or an invalid non
When demurrage falls due Who is liable to pay demurrage?	81.61 given before noon and at 6 a.m. no
Time bar clauses	16.21
U.S. Law	16A 1
How and when payable	2.AA5
Demurrage contrasted with "damages for detention" or "det	tention" 16A.8
"Liner terms"	16A.19
Does the owner have a duty to "mitigate" demurrage?	16A.20
Despatch	16A.21
	the ci agnodour mod gnifti 17.1
CHAPTER 17. LIENS	drud 3o two untiline
The nature of a lien	17.1
Lien and cesser clauses	2.17 adjustion; hasto concepts -
The scope of the cessation of the charterer's liability	
The Gencon clause	Inotally 17.4
	7.71 me writing for a berth under a charter
	axii zi santi lo borno n doniw mi arema 17.8
The effect of a failure to exercise a lien	lity of captain, and a sember 17.10
The burden of proof	assumes to some to hard 17.12
The creation of the lien	espailment to some to commod 17.14
Lien for sums due under the charterparty or the bill of lading The exercise of the lien	
The demand	17.23
Retaining possession	17.24
The cesser clause and the exercise of the lien	92/15/29/29 20/29/29
No lien for sums not payable at the time of discharge	17.31
The cargo over which the lien is exercisable	17.35
The costs of exercising the lien	17.37
What costs are recoverable?	avabyat or rong HO (1) o rebi17.37
The cesser clause and the costs of exercising the lien	aurod sofftO" I novig od HA Arum no 17.40
The charterer as bill of lading holder	17.44 Marketinal Color and Pare notice time ex
	1.A71 der of NORV av first day of cuncel
	2.1.A7I ming and effect of "time lost waiting
Executory contracts	amingal to mobile 17A.4
Shipowner's lien on the cargo for freight, deadfreight, demu	
for detention	17A.8
When the shipowner's lien can be exercised  Deadfreight, despatch and other items	avabiled bar eval 17A.17
Self-help and owner's right to refuse to deliver the cargo	17Α.25
	visuasemos Et luevals problem and 17A.30
	and by the lower on no based 17A.32
When a maritime lien for breach of charter arises	Total variety to transfer dis no based = 17A.37
Scope of charterer's lien on the ship	og togue to innorm in no bound 17A.38
Liens for necessaries provided by charterer	14.A71 rate" or "total" laytime for loading
Priority of charterer's lien	sumiyal or anoliquoxo 17A.44
Cesser clause	17A.46
Charterer not relieved from liability accrued prior to loading	
Ohlik of lading	17A 48

Charterer relieved from liability incurred subsequent	
bills of lading if and only if the bill of lading a	dequately incorporates the terms and an arrival
of the charterparty	mamlind-due bne mom 17A.49
Charterer not relieved from liability incurred subsequ	ent to loading and issuance of
bills of lading if the bill of lading does not ade	quately incorporate the terms
of the charterparty	75.A71 vedores and owners' employees
If the bill of lading adequately incorporates the charte	erparty provisions, the consignee/
receiver is secondarily liable for demurrage inc	curred at the load port
The cesser clause does not protect the charterer from	liability for breaches of duties moderations (
which it itself agreed to perform subsequent to	loading "manod" bas "mbro" "admin 2 17A.63
"but only to such extent as the Owners have been	unable to obtain payment
thereof by exercising the lien on the cargo"	26.A71"Exhausted" or "accomplished" bills
The effect of contradictory typed clauses	daitogen" gried gribal to flid a to todite a17A.68
CHAPTER 18. BILLS OF LADING	20gbol9 18.1
Bills of lading in general	18.1
The bill of lading issued under a charterparty	tianen ni uguqqd 218.2
Further variants	18.3 Lelivery and misdelivery by the carrier
1 Bill of lading as a receipt	antist into the 7
Bailment	8.81 Discharge and delivery against a letter of
Representations in the bill of lading	18.9 bhancoparty bill of lading clause
1. Evidence	01.81 he Captain to sign Bills of Lading"
2 Estoppel	18.12
3 Liability in tort	11 91 Charterors authority themselves to sign
4. Liability in contract	art in tideadthe aboot at the goods at the bit at the
	11.81 Bills of lading to be signed in accordance
The obligations of the master with regard to claus	ing the bill of lading
Statements as to quantity, weight, etc.	18.25
Section 4 of the Carriage of Goods by Sea Act 199	92 Chartogratuos which require these 29
Conclusive evidence clauses	ordenia noo and Cholmessapas Ingiori To 18.33
	illing date legalibel in Hirland in Samer 18.37
Statements as to quality	8.81 Bills of lading differing from the charter
Statements as to the date of loading	amed higher 1 18.39
2. Bill of lading as a contract of carriage	18.45 Terms other than freight
Charterparty terms and bills of lading	74.81 (3). Charterparties which allow the charter
Incorporation of charterparty terms into bills of lading	
Identification of the charterparty	18.60 Implied restrictions on charterer's rights
Parties to the "bill of lading contract"	58.81 atements in the bill of lading
(a) The identity of "the carrier"	66.81 wither consequences of duty to sign bill of
(b) The identity of the cargo interest who is party	to the contract working unique to 1950 18.78
The Carriage of Goods by Sea Act 1992	18.81 should the freight by Bills of Lading arr
The types of document to which the Act applies	18.81 freight the difference to be paid to the
Transfer of rights against the carrier under the bill of	lading allo noimes of see armst gainstill 18.83
Transfer of rights to a "lawful holder" of a bill of	
What happens to the rights of the original party?	88.81 sea of curgo after payment of advance
Concurrent rights	18.90 miles a night of recourse
Undivided bulk cargoes	49.81 Basis of the right of recourse
Endorsement of a "spent" bill of lading or after la	10.2
The original party's liabilities and their imposition on	
The liabilities imposed to be and their imposition on	18.98 (a) Damages in accordance with Article
The imposition of liabilities on "lawful holders"	101.81 (d) Express contract to indomnify
The continuing liabilities of transferors	(d) 181.05 (e) Implied contract to indemnify
Sea waybills and ship's delivery orders	101.103 101.81 Examples of the right of recourse
	901.81 (a) Bill of lading terms differing trolling
	111.81 (b) Innceurite statements in the bill of la
Third parties: independent contractors and employees	
Bailment generally	811.81 (d) Where bill of lading not signed
J	10.110

The liabilities of bailees and an uniber or managed the formula willided good beyond to allid as	18.119	(e) Departure fro (f) No indemnity
Bailment and sub-bailment	18.125	Difference between de
The "bailment on terms" a guibaol of mounted subsequent to loading as "small dail and the subsequent to load the subsequent to th	18 127	
The "sub-bailment on terms" coal glamapohe ion good gnibal to Ilid od it gnibal to glid	18.130	Causation and rem
C1	18.136	Limitation of action
The Contracts (Rights of Third Parties) Act 1999		U.S. Law
3. The bill of lading as a document of title among sugramment and pidad virial modes at a position.	18.142	86.05 Deadfreight
Classification of bills of lading d not yillidail most personal and policy long and appears of		CHAPTER 19. CANCEL
"Straight", "order" and "bearer" bills of lading upacific morting at beauty that it define	18.143	Nature of the rights deriv
"Shipped", "received for shipment" and "through" bills		Cancellation of conse
"Exhausted" or "accomplished" bills		The mode of exercise
The effect of a bill of lading being "negotiable"	18.149	Accrual of the right to ca
Endorsement		
Control of the Contro	18.153	Burden of proof
Sales	18.155	Readiness
Stoppage in transit	18.156	1. The role of the not
Delivery and misdelivery by the carrier	18.157	2. Where need the ve
Special terms	18.161	3. How ready need th
Discharge and delivery against a letter of indemnity	18.166	4. Supervening unrea
The charterparty bill of lading clause	18.172	5. Time of day
	18.174	6. Breach by the char
"The Captain to sign Bills of Lading"	18.174	Premature cancellation
Who may sign	18.175	Charterer's cancellation
Charterers' authority themselves to sign	18.178	Owner request for canc
The description of the goods in the bill of lading	18.180	"Such option to be 'de
Bills of lading to be signed in accordance with mate's receipts	18.182	expected arriva
"at such rate of freight as presented without prejudice to this Charterparty"	18.184	Latest time for the exe
Charterparties which require the bill of lading to be in a specific form	18,185	"Should the vessel be
2. Charterparties which require the captain to sign bills of lading "at such rate		informed as soc
of freight as presented" but contain no express provisions as to the other		after the day sh
terms of the bill of lading	18.189	option of cance
Bills of lading differing from the charter	18.190	U.S. Law
Freight terms guideol lo stab and of an attracted	18.192	General principles
Terms other than freight	18.200	The Gencon 1976 for
3. Charterparties which allow the charterer to present a bill of lading in such		When can the chartered
terms as he chooses without express restriction	18.203	28 Targetter to Theory
implied restrictions on charterer's rights	18.204	CHAPTER 20. GENERA
Statements in the bill of lading	18,206	WE REMINISTRATE OF THE COV
	18.207	English law
Effect of signing "without prejudice to this Charterparty"	18.208	Which law governs the a
"but should the freight by Bills of Lading amount to less than the total chartered		The York-Antwerp Rules
freight the difference to be paid to the Captain in cash on signing Bills of Lading"	18.210	The scheme of the York-
Differing terms as to earning of freight and the sold sold sold sold sold sold sold sold	18.212	Meaning of a general ave
"Freight prepaid" bills of lading	18.213	Extraordinary sacrific
Loss of cargo after payment of advance	18.216	Extraordinary expendi
The owner's right of recourse	18.217	Intention
1. Basis of the right of recourse	18.218	Reasonableness—the
(a) Damages for breach of the charter	18.218	The peril
(b) Damages for breach of a collateral warranty	18.219	Common maritime ad
(c) Damages in accordance with Article III rule 5 of the Hague Rules	18.220	Causation under Rule C
(d) Express contract to indemnify	18.221	Pollution and damage to
(e) Implied contract to indemnify		Non-separation agreemen
2. Examples of the right of recourse		Contributing interests
(a) Bill of lading terms differing from those of charter		Calculating the amount n
(b) Inaccurate statements in the bill of lading	18.231	Fault of person claiming
(c) "Captain to sign clean bills of lading" avalgnes been consistence makes quality and been been been been been been been be	18.236	Fault of other persons
MALAI (d) Where bill of lading not signed		Enforcing rights of contri

(e) Departure from the bill of lading contract at chartere (f) No indemnity if act is manifestly unlawful	er's request 18.240
	18.244 acon general average clause
Causation and remoteness WI refusi grawth A-And of gr	
Limitation of action	
U.S. Law various in patencies, langua O and to think to toolean	
SZ 02 Destinated	ro te (see clause 2)"
CHAPTER 19. CANCELLING CLAUSE	1.01 ral average and the cesser clause
Nature of the rights derived from the cancelling clause	roomsh momine 19.1
Cancellation of consecutive voyage charters	5.61 voluntary sacrifice
The mode of exercise of the charterer's option	19.6
Accrual of the right to cancel	4701 colica processor Anna 19.8
Burden of proof	8.91 ale of intermetation
Readiness	19.10
1. The role of the notice of readiness in cancelling	11.91 mes must be a direct consequence of
2. Where need the vessel be ready?	11.91 in which to commence action
3. How ready need the ship be?	attentions from cargo interests
4. Supervening unreadiness	panels goest w19.20
5. Time of day	19.21
6. Breach by the charterer	висотроную подникачен 19.23
Premature cancellation	19.27
Charterer's cancellation	Tacsando luigo 19.28
Owner a request for cancellation	19.31
"Such option to be 'declared, if demanded, at least 48 hours	before the vessel's
expected arrival at port of loading"	19.33
Latest time for the exercise of the right to cancel	19.38
"Should the vessel be delayed on account of average or other	
informed as soon as possible, and if the vessel is delay	
after the day she is stated to be expected ready to load	
option of cancelling this contract, unless a cancelling of	PRODUCTION OF THE TOTAL PRODUCT OF THE PRODUCT OF THE PROPERTY
General principles months of guilliant	1.A91 Where imposed party unable or
The Committee of Section 2015	The breach which does not deter
When can the charterer recover damages?	19A.12 19A.14
when can the charterer recover damages?	opamib to asnotonism
	20.1 Relevant knowledge of the contract
44. 12 mistions on necovery of damshandfunction of seof oil said	
English law	20.1
Which law governs the adjustment of general average?	noting this bar notined, 20.2
The York-Antwerp Rules	ead behing 20.5
The scheme of the York-Antwerp Rules	moltagistim yell because the 20.8,
Meaning of a general average act under Rule A	grighed box communications 20.10
Extraordinary sacrifice	01.02 midnble loss
Extraordinary expenditure	20.12 The time at which the tlaty to mitig
Intention Incompany to the Park Park Incompany to the 1994 Park Incompany	20.16 number in value, reinstatement and
Reasonableness—the Rule Paramount in the 1994 Rules	20.18 negligence
	12.02 Law Relorm (Contributory Neglig
Common maritime adventure	thuil a funbastab 20,25
Causation under Rule C	wal uselo salT (a) 20.26
Pollution and damage to the environment	will real east eff. (d) 20.30
Non-separation agreements Contributing interests	Hurt's married 20.31
	20.32 ritation and contributory negligence
Calculating the amount made good and the amount of contribution	
Fault of person claiming contribution  Fault of other persons	
Enforcing rights of contribution in general average	20.45 buwa malandah sali 20.46
- India of continuation in general average	20.46

General average "forum" clauses	20.52 (e) Departure from the Bill of Inding confract	
	fivelnu vite/line indemnity if not is manifestly unlawfi	
	shai lautorituo haa eegamah moowted sone 20.56	
"General average to be settled according to York-		
"Proprietors of cargo to pay the cargo's share in the		
have been necessitated through neglect or d		
(see clause 2)"	20.58	
General average and the cesser clause	20.60	
U.S. Law	20A.1	
A common danger	20A.2 of the rights derived from the cancelling class	
A voluntary sacrifice	en la	
Success Succes	8 AO2: mode of exercise of the character's option	
York-Antwerp Rules 1974	20A.9	
Rule of interpretation	loore to 20A.10	
Rule A	20A.13	
Losses must be a direct consequence of the general	al average act anilust to solution and to stor ad 20A 15	
Time in which to commence action	201.19 Sylner and lossesy odl bone and 201.19	
Contributions from cargo interests	19d qirla ani baan ybaan wa 20A.20	
New Jason clause	20.A02	
Separation of interests	204.27	
Non-separation agreements	20A.28	
Security	201.30	
"Special charges"	andalismas show 20A.31	
17.91 has a miles of an experience	Owner's request for cancellation	
CHAPTER 21. REMEDIES FOR BREACH OF THE		
FE CIBUL of heding to have peed in around me with	mute "Higgipent to trop to lavirus betrages . La 182	
Damages in general	HOURS OF THE CHOICES OF THE WATER OF THE TENEDS	
The object of damages in contract and tort	21.1 21.3	
Wasted expenditure The assessment of the claimant's "expectation" da		
	Our about And ISM A COUNTY - Or COUNTY AND THE SELECT FEBRUARY SELECT FIRE AND THE SELECT FIRE AND THE SELECT FEBRUARY SELECT FIRE AND THE SELECT FEBRUARY SELECT FIRE AND THE SELECT FEBRUARY SELECT FEBRUARY SELECT FIRE AND THE SELECT FEBRUARY SELECT FEBR	
The accepted repudiatory breach     Whose imposest party yealsh or very like at	21.7 o perform 21.14	
2. Where innocent party unable or unwilling to 3. The breach which does not determine the co		
Optional methods of contractual performance and	"minimum contractual obligations" 2119	
Remoteness of damage		
Relevant knowledge of the contract breaker With what degree of probability must the loss	be contemplated? 21.31	
	21.38	
Exclusion of liability for remote damages	21.40 law gow and unstantial of general average	
Causation and mitigation Avoided loss	21.45	
PAGE		
	A sind rebut the serious larence a to 9021.51	
Insurance and hedging Avoidable loss	21.51 updinas vanibor 21.52	
	21.32 21.54	
The time at which the duty to mitigate arises		
Diminution in value, reinstatement and betterment	t 21.57 enhance—the Rule Punnount in the 1994	
The Law Reform (Contributory Negligence) Act 1		
The defendant's fault	pating/be and tiam nome 21.63	
(a) The clear law	3 at the case of the Country of the	
(b) The less clear law	promactivity off of agency bas ny 21.65	
The claimant's fault	21.71	
Limitation and contributory negligence	electrolin graphy 21.74	
	o manufacture and the boog about moran and gritu 21.77	
Indemnities in respect of judgments, awards and s		
The court judgment The arbitration award	21.79	
the arbitration award	augustus lemma ni nodurlimnoo lo airloir em 21.82.	

The settlement	chobiewa zogamab dolidw ni yonom21.83
Costs and expenses	21,88 anges fixed by the charge
Damages for particular breaches of charter	asgamab svitin 21.90
A. Breach by charterers	90.12 medies other than damages
1. Failure to nominate a loading port or delay in	
2. Failure to provide cargo and delay in providing	
Deadfreight	Teiler vrotmala 21 93
3. Nomination of an unsafe port	21.95
4. Calculation of damages for loss of profit	21.96
Where the owners make more than one substit	
Sub-charters	lateneg ni noin 21.99
5. Calculation of damages for detention of the sh	ip noinctaird beaut 21.101
6. Physical damage to the ship	torritor to desert most guitteen array 21.107
	21:109 contring without breach of contract
and the second of the second o	an notified the conflact and services in 21.110
1. Failure to provide ship for loading	11.112 from of the commercial purpose
Where charterers do not charter in	11.112mg the delay or interruption
ALC 2. Short loading	oznogzo mod 21.115
3. Non-delivery or short delivery	21.119
4. Delay in loading	121.12 as of frustration of charterparties
5. Delay in delivery	gide to ano. 21.123
6 Damage to cargo	girla of squineC21.124
Persons entitled to sue for cargo loss or damag	
8. Sub-charters	21 12 Destruction of or damage to cargo
Currency in which damages awarded	ograc gaibaol to gaimint on valoC21.130
Damages fixed by the charter	181.12 antemplated route impossible
"Indemnity for non-performance of this charter prove	
estimated amount of freight"	สารกลก่อ อาลหอง อุทุกของสกอง โอ กอก 21.134
Remedies other than damages	nonsulari 1 21.139
Injunction and Humbert performance of the content of	
Specific performance	21.144
Account of profits	e subjected to tear riskelling and 21.145
U.S. Law	YOMEDA 82 931 21A.1
General principles of damages	21A.1 thrept of port ugents
Burden of proof	shaga bog to whombs ba 21A.5
Recovery of expenses	8.A12 bility of principal for acts of port agent
Limitations on recovery of damages	12.A.12 they of agent to third parties
Optional methods of performance	"i.A.12 of freights by agent—owner's "fien"
Remoteness of damages	21A.13
Avoidance of loss or mitigation	21A.25
Events hindering or preventing performance	
	36.A12 PROMERAGE
"Covertion": "Avaidable company	21A.30
"Covertion": "Avaidable company	21A.37 Act 2 Mights of Third Parties) Act 1999
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers	21A.37 21A.37 central bint To elrigist and market 21A.41
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo	21A.37 21A.37 21A.41 21A.41 21A.41 21A.41
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo	21A.37 21A.37 21A.41 21A.41 21A.41 21A.41
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con	21A.37 21A.41 21A.41 21A.41 applete cargo 21A.46
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo	21A.37 21A.41 21A.41 21A.41 21A.41 21A.42 21A.46
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel	21A.37 21A.41 21A.41 21A.41 21A.41 21A.46 21A.56 21A.56
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel	21A.37 21A.41 21A.41 21A.41 21A.41 21A.46 21A.56 21A.56
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel  4. Detention damages  B. Breaches by owner  1. Failure to provide ship for loading  2. Short loading	21A.36 21A.37 21A.41 21A.41 21A.41 21A.41 21A.41 21A.41 21A.46 21A.46 21A.56 21A.56 21A.56 21A.64 21A.64 21A.64
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel  4. Detention damages  B. Breaches by owner  1. Failure to provide ship for loading  2. Short loading	21A.36 21A.37 21A.41 21A.41 21A.41 21A.41 21A.41 21A.46 21A.46 21A.56 21A.56 21A.64 21A.64 21A.64 21A.64
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel and according to the control of the	21A.37 21A.41 21A.41 21A.41 21A.41 21A.46 21A.56 21A.56 21A.58 21A.64 21A.64 21A.64 21A.65 21A.65 21A.66
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel  4. Detention damages  B. Breaches by owner  1. Failure to provide ship for loading  2. Short loading  3. Damage to cargo  4. Non-delivery or short delivery of cargo  5. Delay in delivery of cargo	21A.37 21A.41 21A.41 21A.41 21A.41 21A.41 21A.41 21A.46 21A.46 21A.56 21A.56 21A.56 21A.58 21A.64 21A.64 21A.65 21A.65 21A.66
"Causation"; "Avoidable consequences"  Damages for particular breaches of charter  A. Breach by charterers  1. Failure to provide a cargo  2. Deadfreight or charterer's failure to load a con  3. Physical damage to the vessel  4. Detention damages  B. Breaches by owner  1. Failure to provide ship for loading  2. Short loading  3. Damage to cargo  4. Non-delivery or short delivery of cargo  5. Delay in delivery of cargo  Anticipatory repudiation of charter	21A.37 21A.41 21A.41 21A.41 21A.41 21A.41 21A.41 21A.46 21A.46 21A.56 21A.56 21A.56 21A.58 21A.64 21A.64 21A.65 21A.65 21A.66

Currency in which damages awarded		21A.84
Damages fixed by the charter		21A.87
Punitive damages		21A.92
Do Injunctions of argo to my the constitution in velsar		21A.95
Specific performance		21A.97
Declaratory relief		21A.102
Interest fees and cost		21A.103
de la company de		
CHADIED 33 EDISTDATION OF THE CHADTED		22.1
Frustration in general		22.1
		22.2
1. Events resulting from breach of contract		22.3
2. Events occurring without breach of contract	Where charterers pay for insurance	22.4
Events for which the contract makes provision		
Frustration of the commercial purpose		22.10
Assessing the delay or interruption		22.11
Unforeseen expense		22.14
Fact or law		22.15
Instances of frustration of charterparties		22.16
1. Loss of ship		22.17
2. Damage to ship		22.18
2 Delay to skip		22.19
4. Destruction of or damage to cargo		22.22
5. Delay in obtaining or loading cargo		22.25
6. Contemplated route impossible		22.27
7. Impossibility of loading or discharging cargo at the	contractual port	22.30
Frustration of consecutive voyage charters	AND ANY ALLOCATIONS IN THE PARTY OF THE PART	22.31
Effect of frustration		22.34
Terms of bailment after frustration		22.36
U.S. Law		22A.1
CHAPTER 23. AGENCY		23.1
TAKES AND AND AN INCHES OF THE OWNER.		PUBLICATION.
Appointment of port agents		23.1
Duty and authority of port agents	logiq lo n	23.3
Liability of principal for acts of port agent	membays to you	23.8
Liability of agent to third parties	of the receivery of damage selections	23.9
Receipt of freights by agent—owner's "lien"	tional methods of performance	23.10
U.S. Law	moleine of durages	
CHARTER 24 PROVERACE	unce of the mitigation	blowA 45
CHAPTER 24. BROKERAGE	hindering of teventing performance	24.1
The Contracts (Rights of Third Parties) Act 1999	atma"; "Avoidable comequences" -	
Arbitration clauses		24.6
Defences		24.7
Charters to which the Act does not apply		24.8
When freight is paid net of commission and an analysis and a second an		24.11
Deduction of commission pursuant to express provision	in charter wall or sysmeb Isolayd9	24.12
No express provision permitting deduction		24.13
Enforcing a claim for commission against the charterer		24.14
The calculation of brokerage commission		24.15
Commission due on freight earned		24.15
Where charter varied or rescinded so as to prevent freig	ht from being earned	24.16
Breach of the charter preventing the earning of freight	Non-delivery or short delivery of con-	24.19
Payment to broker in case of non-execution		24.21
Brokerage clause in charter not reflecting the true brokerag	e agreement	24.25
U.S. Law		24A.1

CHAPTER 25. GENERAL STRIKE CLAUSE	1.25 This Charter shall be mult and void"
General Strike Clause	(d) amulo 25.2
Part 1—lines 149–151	(c) Salislo 25.4
Part 2—lines 152–162	(b) samp 25.8
In what circumstances do the owner's options arise?	9.25 This lee Clause not to apply in the Spring"
The exercise of the owner's rights under Part 2	Вутальный 25.11
Where the charterer does not agree to reckon the layer	
no strike	25.12
Where the charterer does agree	25 14
LOO nambers inside the lifetent on at the court	the street had about the substituted nort exceeds
In what circumstances does Part 3 apply?	25.16 delivered at the substituted port to be in
The charterer's options	Manuse hog Slas die quisnoints 25.17
U.S. Law	25A.1
What constitutes a strike? Herein of "48 Hours"	25A.1 25A.4
After the strike is over, are delays caused by subsequence	
The option to cancel at the load port	25A.9 25A.12
The right to half-demurrage at the discharge port	25A.12 25A.13
The right to harr-demurrage at the discharge port	CHAPTER 28. CDAUSE 1
CHAPTER 26. WAR RISKS ("VOYWAR 1950")	26.1
Office of the charter SPITA I'	
'War Risk''	26.2
Blockade or action announced as a blockade	26.3
Government, belligerent or organised body	6.95 PTER 30. DEVIATION CLAUSE
Sabotage	26.12
Firacy sampling puringly	THOUSE SO THENY AS HE SET 26.13
Actual or threatened war	26.16
Hostilities and warlike operations	26.19
Civil war, civil commotion or revolution	26.23
Γhe effect of the clause	26.27
The conditions of the rights and liberties	26.29
"It appears that [further] performance of the contract	will subject the Vessel or
her Master and crew or her cargo to war risks.	
Vessel, her Master and crew or her cargo will l	be subjected to war risks" 26.29
Risks at the date of the charter	26.34
"The Vessel or her Master and crew or her cargo"	26.36
"At any stage of the adventure"	26.37 EMITYALI SEMEN 26.37
"Any directions or recommendations"	26.40
The rights and liberties conferred by the clause	праявинана в дат 26.44
"Before the Vessel commences loading"	26.45
After loading has begun	26.47
Sub-clause (3)	26.49
Sub-clause (4)	26.57
Sub-clause (5)	26.63
Freight under the sub-clauses	26.64
All extra expenses	26.68
The effect of delay in the exercise of the liberties	26.76
Is there any implied term as to the time within which	
	67.62 TER 38, BOTH-TO-BLAME COLLISION
Waiver, election or estoppel	26.77
Damage to or detention of the vessel by war risks	87.62 TER 39. GENERAL AVERAGE AND N
The relationship of the Voywar clauses with frustration	26.79
CHAPTER 27. GENERAL ICE CLAUSE	1.72 PTER 40. TAXES AND DUES CLAUSE
Loading port	ARGO YOMEDA TARES 27.2
Sub-clause (a) "Inaccessible"	21.2
	27.3
"the Captain for fear of being frozen in is at liberty to	leave without cargo" 27.6

"This Charter shall be null and void" 27.8	CHAPTER 43. GENERAL STRIKE CLAUSE	43.
ub-clause (b) 27.9	ding to the leading pon	
ub-clause (c) 27.10	CHAPTER 44. WAR RISKS ("VOYWAR 1993")	E HILLY
ub-clause (d) 27.13	leved to Loading Port(s) named in accordance white lange 40 resembles course the fall of	bno 2014.
"This Ice Clause not to apply in the Spring" 27.13	Sub-clause (1) Sub-clause (a) Sub-clause (a) Sub-clause (b) Sub-clause (1) Sub-cl	44.
ort of discharge 27.15	Sub-clauses (2)–(6)	44.
ub-clause (a) 27.15	Voywar 2004, further revisions and specific piracy clauses and statement little "	44.1
ub-clause (b)		
ub-clause (c) 27.17	CHAPTER 45. GENERAL ICE CLAUSE	45.
"if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo		
delivered at the substituted port to be increased in proportion" 27.17	CHAPTER 46. LAW AND ARBITRATION	16
nter-relationship with safe port warranty 27.18	Alaka extra expense incurred or comproming with nov charge "gribe." To silief going is no boros	
.S. Law 27A.1		
A.What constitutes a surice? Plenein of "AS Hours" Transco To discret funding times a surice?		
After the strike is over are delays named in subsequent engineting minimal more than 15 After the strike is over are delays named in subsequent engineting and the strike is over the strike in the st	SECTION III. ASBATANKVOY CHARTER Ograp and to yo	
SECTION II. GENCON CHARTER 1994	SS FE was the suppressed a philometry to time to suppress bounding parties on the carrier	
. [[The right to half-demurage at the discharge port not surrely of a construction of the discharge port	CHAPTER 47. PREAMBLE	47.
HAPTER 28. CLAUSE 1 28.1	Origin and layout of the charter	17
GHAPTER 26, WAR RISKS ("VOYWAR 1950")	Formation of the charter THOIBRE CA. 9	47
HAPTER 29. OWNERS' RESPONSIBILITY CLAUSE 29.1	Parties to the charter	47.
30 X 18 X 1	"Chartered Owner/Owner"	17
BLADTER 20 DEVIATION CLAUSE abeliade as because notice to subside a subside as because notice and a subside a subsid	tion make detailing	Dallie are
PHAPTER 30. DEVIATION CLAUSE whood beginning to thoroughlight the many 20.1	CHAPTER 48. PART I: DESCRIPTION AND POSITION OF VESSEL	48
la Caracteria de la compacta como en c	Attraction of the state of the	ORSTVE TO.
HAPTER 31. PAYMENT OF FREIGHT 31.1	Items of description generally before the landay	48.
Plause 4(b) 31.2	Deadweight with the Charterer's sanction. On the cargo and in bonium of northead	48
clause 4(c) and believe the second se	Class example making	48
alculation of freight 31.7	Coaded draft exposition must be timely, unequivocal and final security against a solution and similar security and securit	48.
Deuts of the foots	Capacity for cargo	48.
HAPTER 32. LOADING/DISCHARGING 32.1	Coated wave has the option to cancel the charter, and charterer may also have a right	48.
to assest aut toologs in a common on to communical frammit may succeed to		48.
flause 5(a) her Master and crew or her cargo to war risks it appears that the season of the cargo to war risks it appears that the	Present position and expected ready and the stabilities of the month and withhout sale in the best	48.
Clause 5(b) According to Waster and crew or her curgo will be subjected to war risks Julian (description)	by a petroleum inspector arranged and paid for by the charterer	
flause 5(c)	CHAPTER 49. THE VOYAGE	49.
Vessel or her Waster and crew or her cargo" sharps may in Liest Mills	Commencement of laydays	49
HAPTER 33. LAYTIME 33.1	Cancelling	49
A.C.A.D. L. CEROMS OF RECOMMENDED TO STATE OF THE STATE O	Loading and discharging nort(s)	49
CHAPTER 34. DEMURRAGE	Cargo Cargo	49
U. delore in Vesel commences loading"	THE PROPERTY OF THE PROPERTY O	inmoci.
CHAPTER 35, LIEN CLAUSE	CHAPTER 50. FREIGHT, DEMURRAGE, COMMISSION	50.
CHAPTER 35. LIEN CLAUSE		nogG
(a) setting-one.	Freight solding of the Owner or part authorities two bit provides bandend or	50.
CHAPTER 36. CANCELLING CLAUSE 36.1	Laytime Parameter and the same at the same	50.2
o o	Demurrage Commission  61632	50.3
CHAPTER 37. BILLS OF LADING 37.1		50.4
The same the same and another than the same and another than the same and the same	CHADTED 51 CENEDAL AVEDACE AND ADDITED ATION/CONTAINS	
The second of th	CHAPTER 51. GENERAL AVERAGE AND ARBITRATION/TOVALOP/	ni-ritteno
ASSESSMENT WITH THE PROPERTY OF WATER TO A PROPERTY OF THE PRO	SPECIAL PROVISIONS  TOTAL PROVISIONS  TOTAL PROVISIONS  TOTAL PROVISIONS	51.
Valver, election or extended	General average	51.1
CHAPTER 39. GENERAL AVERAGE AND NEW JASON CLAUSE 39.1	Arbitration of resolutions—commencement of layting	51.2
Total fell of the Analysis of		51.3
CHAPTER 40. TAXES AND DUES CLAUSE	Tovalop Luning circumstances and Trace I'll respectified in Part I''	
received from words are concluded to less to prevent freight from a serie of the concluded to the concluded to		
NUADTED 41 ACENCY THE BY CARNES OF FELANCE AND ACENCY	CHAPTER 52. PART II: WARRANTY—VOYAGE—CARGO in red of bished to be reported	52.1
CHAPTER 41. AGENCY 41.1	1. Condition of the ship by to send or dischtlegeribenb to nottellesten no date gest an engrunnels	52.2
TO the closed in district not expecting the true brokenigo agreement "aldizoosehi"25 -	Maintenance of class behavior behavior behavior	
CHAPTER 42, BROKERAGE as profile overslight and all ground union to under the state of state of \$1.42.1	Seaworthiness and cargoworthiness	

When does the obligation arise?	7.25 PTER 43. GENERAL STRING CLAUSE
2. Proceeding to the loading port	52.7
"with all convenient dispatch"	£2.10
"as ordered to Loading Port(s) named in accordance	with Clause 4" 52.10
or so near thereunto as she may safely get (always a	float)" 52.12
3. The cargo to be loaded	(2) (2) (A) (A) (A) (A) (A) (A) (A) (A) (A) (A
Quantity of cargo—"a full and complete cargo"	News as 2004, flusher revisions and specific pirac
Type of cargo—petroleum and/or its products in bull	k" 52.15
The loading operation	SUCCEPTION AS CHARRALICE CLAUSE
4. The cargo voyage	
Commencing the voyage	III DEOLT ANTERIA CIMA WALLAK GET 52.17
	52.18
"direct to the Discharging Port(s)"	50.10
"so near thereunto as she may safely get (always afloated)	nt)" 52.20
Delivery of the cargo	52.21
Heating of the cargo U.S. Law	52.22
U.S. Law	52A.1
CHAPTER 53. FREIGHT	
CHAFTER 33. FREIGHT	53.1
Rate of freight	1.65 s to the charter
Computed on intake quantity	53.1 SanwOlromwO beron 53.2
Payment of freight upon delivery	52.4
"without discount"	53.4 53.5 PTER 48. PART I: DESCRIPTION AND I
"disbursements or advances"	50 (
No deduction for water or sediment contained in the ca	argo vilacens nointines 10, 53.6
Cargo retention clauses	53.8
In-transit loss clauses	53.11
Charter to arrange and pay for Petroleum Inspector	53.12
U.S. Law	53A.1
Freight—general	C2 A 1
Computed on intake quantity as shown on the certificat	te of inspection prepared
by a petroleum inspector arranged and paid for b	by the charterer 53A.2
Excess cargo	524.0
The "best evidence" of intake quantity in the absence of	of a petroleum inspector 53.44°
rayable without discount	Concencement of Javotys
Freight may not be withheld as security for charterer's	claims 53A 8
Alternative means for charterers to obtain security	(a) Thorque manda in 53A.9
Demurrage as "extended freight" Partial final awards for withheld freight	53A.10
Upon delivery of cargo at destination	53A.11
Owners' remedies	53A.14
Cargo retention clauses	53A.16
Worldscale	53A.17
A DP	53A.18
CHAPTER 54. DEADFREIGHT	Commission
	54.1
Deadfreight in general	54.1
Deadfreight under clause 3 of the Asbatankvoy charter	54.2
"fail to supply"	opmovs in 54.3
"a full cargo" MERALAMERACE AND NEW 1997	54.4
"In that event"	5.45 silure to surke out Exeden or New York
"at the rate specified in Part I"	EAC
"the difference between the intake quantity and the quantity	ntity which the vessel would
have carried if loaded to her minimum permissible	le freehoard for the voyage?
error or demartage of despatch on calculation of deadfreight	ght qide adi lo nohibno 54.9
Where freight not carried	11.54 intenance of class
Where freight not earned	- Appenditiowogup fine zeanidhow 54.12

U.S. Law and a language raffe smed (nexted) nothinger on noun pour	morning Harles and hard with
Deadifeight—general	A STATE OF THE STA
1 Total of Short-loading	
"full cargo"—deadweight versus cubic capacity	beib to gnibaolnes a as 54A.2
Defenses Damages Damages	dw. Gradw a phisycola 54A.4
Damages	A A'd saudo to insimine 6's s.
meed to verscher and the property of the property of Dogs	
CHAPTER 55. NOMINATION OF LOADING AND DISCHARGING P	ORTS 55.1
Clause 4(a)—loading port(s)	Torre to rebrud a remark 55.2
Clause 4(b)—discharging port(s)	
Clause 4(c)—change of loading or discharging port	55.5 mil gmin- w55.6
Any extra expense incurred in connection with any change of port	eden lanoiten ve 55.8
U.S. Law	enothing sea conditions
Nomination of loading and discharging ports—general	og 8 saualo no è samila se 55A.1
Clause 4—general	og 6 data to 6 samt a 55A.1
Clause 4(a)—charterer's obligation to timely nominate loading port(s) Charterer's option to nominate discharging ports	9 seems bon () see 55A.1
Charterer's option to nominate discharging ports	55A.5
Extra expenses and time lost for charterer's account	55A.5 Soft entire the state of
Discharge and reloading clauses	55A.9
SERVACETE—"limit on top"	
CHAPTER 56. LAYDAYS—CANCELLING	56.1
Narrowing the laydays ampiner and analysis and an ensure at the laydays	
Commencement of laytime before first layday	digin to amyring 56A.1
"except with the Charterer's sanction"	56A.1
Canceling date	56A.3
Notice of cancellation must be timely, unequivocal and final	56A.5
Vessel readiness	anothirmen about 56A.7
Charterer has the option to cancel the charter, and charterer may also ha	56A.12
to damages in the event of an independent breach by the owner	56A.14
Force majeure	56A.20
CHAPTER OF COLUMN	
CHAPTER 57. COMMENCEMENT AND CALCULATION OF LAYTIM	IE armed Luci — quons pari 57.1
Fime counting before laytime	57.1
Totale of reddiness	noisolgx 57.4
Delay in getting into berth	57.7
aytime—general "model to minutes to	a spendost i medical dillibration
ne exceptions	the state of the s
delay due to vessel's condition or breakdown or inability of the	Vessel's no require
racing to load of discharge cargo within the time allowed?"	
2. " regulations of the Owner or port authorities [which] prohibit loadischarging of the cargo at night"	ding or on grown become
Time consumed by the vessel in moving from loading or discharge	port
anchorage to her loading or discharge berth, discharging ballast w	rater value bearage to Canen
Demurrage and the clause 6 and 7 exceptions	57.22
	ob-lied soil looms to make 57.24
Introduction	57A.1
	57A.1
"arrival at customary anchorage"	57A.5
	57A.9
"the Master or his agent shall give the Charteren - L:	57A.11
"the Master or his agent shall give the Charterer or his agent notice by le telegraph, wireless or telephone"	
"that the Vessel is ready to load or discharge cargo"	Daniel and and agents 57A.12
Free pratique and customs clearance	agartument to noted 57A.14
Effect of tender prior to laydays stipulated in Part I(B)	0711120
prior to layady supulated III Part I(B)	6 Date V d 25 57A 21

" laytime shall commence upon the expiration of six (6) hours after receipt of	U.S. Law
such notice, or upon the Vessel's arrival in berth (i.e., finished mooring when	
at a sealoading or discharging terminal and all fast when loading or discharging	
alongside a wharf), whichever first occurs" who have a long supporting the support of the suppor	57A.30
The treatment of clause 6's six-hour "free period" once the vessel is on demurrage	57A.33
"However, where delay is caused to Vessel getting into berth after giving notice of	
readiness for any reason over which Charterer has no control, such delay	
shall not count as used laytime"	57A.38
Charterer's burden of proof	57A.39
Congestion/cargo unavailability (e)mor uniquedable	57A.41
Pro-rating time rouses and a support of the results	57A.45
Navigational risks	
Weather and sea conditions	57A.49
Does clause 6 or clause 8 govern?	57A.50
Clause 6 and clause 9	57A.54
Clause 7: hours for loading and discharging	57A.55
"but any delay due to the Vessel's condition or breakdown or inability of the	
Vessel's facilities to load or discharge cargo within the time allowed shall	
not count as used laytime"	57A.55
Charterer's obligation to provide a cargo	57A.57
Proper cargo documentation at loading and discharge ports	57A.58
Charterer's obligation to issue orders on completion of loading	57A.59
Discharging at night	57A.60
Shifting time valval tesh gooled quityal to mente	57A.61
Deballasting time	57A.65
Rallasting time	57A.69
Shipside restrictions	57A.70
CHAPTER 58, DEMURRAGE Delic van repenals has nemet ed les as of notice ed les and release et al. (1997) ed les and release et al. (1	58.1
Demurrage	58.1
The demurrage exceptions	58.3
The first group—half-rate demurrage	58.4
"Fire"	58.4
"Explosion"	58.5
"Storm"	58.6
"Strike, lockout, stoppage or restraint of labor"	58.7
"Breakdown of machinery or equipment in or about the plant of the Charterer, supplier,	
shipper or consignee of the cargo" no awohaland to hould not a laws V (x)	58.8
6   Causation Consider   Cowolle emit edi niditiw ogua egustasib w   Maria	58.9
The second group—complete demurrage exemption and the body to some O and the body	58.10
"strike, lockout, stoppage or restraint of labor of Master, officers and crew of the vessel	SID SECTION
or tugboat or pilots" sandaeth to guibaol mort guivem in lossesy all wil bemusaus	
Period of excused delay and the sealed uniquedate discovering to guide to guide the sealed of equal to the sealed of the sealed sealed to guide the sealed sealed to guide the sealed sealed to guide the sealed sealed sealed to guide the sealed seal	58.11
U.S. Law	JOA. 1
Burden of proof for nan-demurrage	30A.1
"storm"	58A.3
"Strike in or about the plant"	38A.9
"breakdown of machinery or equipment in or about the plant"	58A.13
"delay caused by tugboat"	58A.15
Laches the transport of the Characteristic his agent notice by desired by the transport of	58A.16
Demurrage time bar clauses	58A.19
Calculation of demurrage rates a calculation of voorth angles (set by to be of or ybsen at least	58A.21
Interest on unpaid demurrage and late payment of undisputed claims and amount has an	58A.22
Clauses 6, 7 and 8	58A.24

CHAPTER 59. SAFE BERTHING—SHIFTING	CARGO CLAIMS WILL 59.1
"Reachable on her arrival"	59.2
Shifting Shi	6.62 TER 65, TWO OR MORE PORTS COUNTING
U.S. Law	59A.1
Safe berthing—shifting in general	1.A92nt rate standard of reference"
Adverse weather and tidal conditions Vessel deficiencies	2.A63 upings or combinations of ports or terminals
	A.A62 moses of calculating freight and demaragation
0.0	5.Ae5 msc (a)—rate of freight 6.Ae5 msc (b)—expenses of using more than one berth
Recovery for extra tug assistance	
"Reachable on her arrival"	59A.9
Shifting from berth to berth	59A.20
CHAPTER 60. PUMPING IN AND OUT	003A01 JANEEN AA NEET 60.1
Pumping in	60.1
Pumping out	6.03 RIFER BY, OLLARANTINE AND FUMICATION
Short-delivery claims	60.5
Flushing of shore lines	60.7
Admixture—"load on top"	8.06 hould the Charterer send the Vessel"
U.S. Law	60A.1
Slow loading	60A.4
Slow discharging (pumping)	60A.11
Burden of proof/Shore conditions permitting Lightering/More than one discharge port/Berth	00A.13
The 100 psi requirement	
Remedies	60A.30
8.88Anhiren firms and course and least form	"sychoft as
CHAPTER 61. HOSES—MOORING AT SEA TE	
Hoses	61.1
Mooring at sea terminals	2.16 The Owner shall clean the tanks, pipes and pumps
U.S. Law	1.A16 the satisfaction of the Charterer's Inspector"
"Hoses for loading and discharging shall be fur and expense"	nished at the Charterer's risk
"Laytime shall continue until the hoses have be	en disconnected" SURAIGSSON SIMM TO SOMSUPSE 61A.2
"the Vessel shall be properly equipped at Owne	er's expense for loading or
discharging at a sea terminal"	4.A16 between clauses 18 and 20
CHAPTER 62. DUES—TAXES—WHARFAGE	Nirrogen purging of lanks
	1.26  LUARTER 69. GENERAL EXCEPTIONS CLAUSE
Generally	62.1
Taxes on freight	62.2
Charges for the use of any wharf, dock, place or m for the purpose of loading or discharging	
II G Y	
	moved by the Chatters "wooled games one arms 62A.1
	The form appearing nelow the man and child
CHAPTER 63. EXCLUDED CARGOES—VAPO	UR PRESSURE anog bolskoold arrog at 63.1
"Vapor pressure"	63.1
Flash point	63.3
U.S. Law	1.A63 TER 71. TERMS OF BILLS OF LADING
General	63A.1
CHAPTER 64. ICE	1.64. in my such Bill of Lading"
Sub-clause (a)	cross — Tonwo boronnedo ban nonwo sahulom "iai 64,2
Sub-clause (b)	64.6

U.S. Law  General  General	64A. 64A.
CHAPTER 65. TWO OR MORE PORTS COUNTING AS ONE	65.
"Freight rate standard of reference"  Groupings or combinations of ports or terminals  "For purposes of calculating freight and demurrage only"	65.2
Sub-clause (a)—rate of freight Sub-clause (b)—expenses of using more than one berth Sub-clauses (c) and (d)—time spent in shifting	65.6
U.S. Law Shifting time draw conditions	65A.
CHAPTER 66. GENERAL CARGO	66.
CHAPTER 67. QUARANTINE AND FUMIGATION	67.1
Quarantine "Should the Charterer send the Vessel"  Fumigation	67.1 67.2 67.3
U.S. Law	67A.
CHAPTER 68. CLEANING (gniquing) gniguidesib	
Cleaning to charterer's inspector's satisfaction  Responsibility of owners for admixture, leakage, contamination and deterioration  "admixture"  "leakage"  "contamination"  **BLANIMART ARE TA DNISOOM—2820H 10 883	68.0 68.0 68.0
U.S. Law  "The Owner shall clean the tanks, pipes and pumps of the Vessel"  "to the satisfaction of the Charterer's Inspector"  The consequences of tank rejection  Tank cleanliness and the doctrine of "frustration"	68A.1 68A.2 68A.2 68A.2
Consequence of tank acceptance Liability for "admixture," "leakage, contamination or deterioration"; relationship between clauses 18 and 20 Nitrogen purging of tanks	68A.28 68A.32
CHAPTER 69. GENERAL EXCEPTIONS CLAUSE	69.1
U.S. Law group—complete deliminage exemption—	69A.1
CHAPTER 70. ISSUANCE OF BILLS OF LADING	70.1
"The Master shall sign Bills of Lading" "in the form appearing below" "without prejudice to the rights of the Owner and Charterer under the terms of this Charter" Unsafe ports, blockaded ports U.S. Law	70.2 70.3 70.4 70.5 70A.1
CHAPTER 71. TERMS OF BILLS OF LADING	71.1
"The carriage of cargo" "such terms shall be incorporated verbatim or be deemed incorporated by the reference	71.2
in any such Bill of Lading" "carrier" includes owner and chartered owner U.S. Law (d) 521	71.3 71.4 71A.1

CHAPTER 72. CLAUSE PARAMOUNT AND CARGO CLA	AIMS 22223 SIAW W 72.1
Clause Paramount and the Hague Rules	72.1
LS Carriage of Goods by Sea Act	C CT PTER 78 DEVIATION
ncorporation of other Hague Rules legislation	72.3
I C I aw	70 A 1
Standing to make claim	Committee of the deviation clause and printing
Standing to make claim	COCCLAIN TOUTO VOIL OIL STORY VOIL TOUT OF THE TOUTON
Incorporation of the U.S. Carriage of Goods by Sea Act ("	COGSA") 72A.2
Notice of claim; Commencement of proceedings; Timeline	2SS 12A.3
Notice of claim Commencement of proceedings; Timeliness	72A.4
Commencement of proceedings; Timeliness	72A.5
Recoupment/set-off	72A.12
Burdens of proof	72A.13
COGSA burdens of proof	so by a full of liming or any 72A.14
Claimant's burden	72A.15
Owner's burden	
Inherent vice—trade allowance	72A.20
G and the first and the first first first and the first firs	
OR Courts in a manufacture of the regulates the s	
Arbitration	72A.30
Cargo retention clauses	72A.34
Burdens of proof	72A,36
" pumpable" di and di and compad	72A.37
" as determined by an independent surveyor"	
Time bar was of goods' caves the period from the time w	72A.41
Withholding demurrage as "extended freight"	
	"apply sympton hour first 172A.42
Any action or lack of action in accordance with this provi	
prejudice to any rights or obligations of the parties"	
Cargo conversion	MOITASTIESA LE ST72A.44
Arbitral fees and costs, and legal fees	72A.45
Punitive damages	72A.46
RICO treble damages D5010908 81 90810 1999dbildw sholb	9.A27) of New York or in the City of Lon
Charles is you delegable	other in Part I"
CHAPTER 73. JASON CLAUSE	23.1 enotations to mountain 73.1
onoral average	73.2
alvage	5.5. The judgment upon the award
Deposit	73.6
J.S. Law	73A.1
CHAPTER 74. GENERAL AVERAGE	74.1
PRINCIPLE and delivers	74.1
General average	74.1
"adjusted, stated and settled"	74.2
"York/Antwerp Rules 1950"	74.3
"as to matters not provided for by those rules, according to	
port of New York or at the port of London, whichev	
"General Average statement"	74.5
"an Adjuster appointed by the Owner and approved by the	Charterer" gmillov man 74.6
"General Average agreements and/or security"	74.7
Cash deposits	74.8
IAGUE AND HAGUE-VISBY RULES COULT WAL .S. U	74A.1
CHAPTER 75. COLLISION CLAUSE 23.119 YERV-9	1.57 TER NS. THE HAGUE AND HAGU
The carrier and the sing shall be disclarged from all in	
.S. Law in respect of loss or damage;"	1.A57 te of the Rules in relation to chartern
PHARTER 76 LIMITATION OF LIABILITY	PETDE Paramount Clause
	1.67 in approach to the interpretation of the
Any statute or rule of law for the time being in force"	76.1
J.S. Law delivered	1.A67 relevance of the Rules to chartagud
	7011.1

CHAPTER 77. WAR RISKS	PTER 72. CLAUSE PARAMOUNT AND CARGO CLAIMS	77.1
CHAPTER 78. DEVIATION		78.1
Deviation in general	position of other Hague Rules legislation	78.1
Reconciling the deviation clause and	clause 1	78.2
"to call at any ports in any order"		78.3 78.4
"to go to the assistance of vessels in to deviate for the purpose of saving		78.5
"to call for fuel at any port or ports in	or out of the regular course of the	70.5
voyage"	or summing a session of transfer transmission of submission of	78.6
Salvage		78.7
224.14		70.1
CHAPTER 79. LIEN		79.1
U.S. Law	Owner's burden	9A.1
MA SINTMARIABLE DE CARROLLES		00.4
CHAPTER 80. AGENTS		80.1
U.S. Law	8go retention clauses	0A.1
The second secon		
CHAPTER 81. BREACH		81.1
Damages generally	as determined by an independent surveyor	81.1
"all provable damages"		81.2
"costs of suit and attorney fees"	action or lack of action in accordance with this provision sh	81.3
U.S. Law	prejudice to any rights of obligations of the parties as and	1A.1
CHAPTER 82. ARBITRATION		82.1
"the City of New York or in the City	soever nature arising out of this Charter" of London, whichever place is specified	82.1
in Part I" Appointment of arbitrators		82.3 82.4
The right to submit further disputes		82.5
Costs and attorneys' fees	of "frustration"	82.6
Entering judgment upon the award		32.7
U.S. Law	us, contamination of deterioration grelationship.	2A.1
CHAPTER 83. SUBLET		02.1
	PTER A GENERAL AVERAGE	83.1
Generally	MONS CLAUSE	83.1
Assigning the charter U.S. Law	djusted, stated and Auled"	83.3 3A.1
U.S. Law	ORLANDWARP KUKS 1950	3A.1
CHAPTER 84. OIL POLLUTION		84.1
U.S. Law		4A 1
Tanker Vetting	48 Adjuster appointed by the Owner and approved by the Charte	A.14
Must ports, blockaded ports	deposits	
SECTION IV.	THE HAGUE AND HAGUE-VISBY RULES	
CHAPTER 85. THE HAGUE AND	PTER 73. COLLISION CLAUSE SALUR YERV-BURNE	85.1
The role of the Rules in relation to cl	narterparties	85.1
	rbating or be deemed incorporated by the reference	85.1
The approach to the interpretation		
When the Rules are incorporat		85.10
The relevance of the Rules to cha	nerparties	85.19

e specific statutory role of the Hague-Visby Rules all V-sugnil and to a slur III alaim A to besite	85.23
The application of the Rules by the "force of law" and by contract	85.24
Exclusive jurisdiction clauses	85.25
The compulsory application of the Hague-Visby Rules with the "force of law"	85.31
International carriage International carriage	
Shipment in the United Kingdom and non-international carriage	05.57
Compulsory application of the Rules by virtue of a contractual term	
The Contracts (Righta of Third Parties) Act 1999	
e Hague Rules "memorga to fundeveco established and memorga established established and memorga established established established established esta	85.55
Article I. Definitions	85.57
(a) "Carrier" includes the owner or the charterer who enters into a contract of carriage	
with the shipper whe Rules beyond those covered by the Rules	85.59
(b) "Contract of carriage" applies only to contracts 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 charterparty from the moment at which such bill	
of lading or similar document of title regulates the relations between the carrier	
and a holder of the same	85.64
(c) "Goods" includes goods, wares, merchandises, 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	85.70
(d) "Ship" means any vessel used in the carriage of goods by sea	85.77
(e) Carriage of goods" covers the period from the time when the goods are loaded on	
to the time when they are discharged from the ship	85.79
Article II Risks	85.83
Contractual allocation of functions and the scope of Article II	85.85
Article III. Responsibilities and Liabilities	85.92
The expending effect of Article III rule 1	85.94
Seaworthiness, etc.	85.95
"Due diligence" The common law and the through the state and to require and to more simple on to A	85.98
The duty is not delegable	85.99
"Before and at the beginning of the voyage"	85.101
Want of due diligence before the ship comes into the carrier's "orbit"	85.103
Where a charterer is the "carrier"	85.105
The termination of the obligation	85.106
Multiple loadings	85.108
The burden of proof in relation to claims arising from unseaworthiness	85.109
Article III rule 2 "zham to vontpolari to vontpolari la "zham to von	85.110
Discharge and delivery	85.115
"Properly and carefully"	85.117
The burden of proof in relation to claims not arising from unseaworthiness	85.121
Article III rule 3	85.132
"Marks"	85.137
"Quantity" behulars willided ad	85.139
"Apparent order and condition"	85.142
Article III rule 4 "nontaivab aldanoai	85.146
The amendment in the Hague-Visby Rules	85.153
Article III rule 5 moltaivab aidanoanat n'io moltaivab aidanoanat n'io moltaivab	85.157
Article III rule 6 as an or damage to goods covered by a conditaively eldenosterms as to tae its	
The time bar in the third paragraph	
"The carrier and the ship shall be discharged from all liability"  notational ogsa	
Action in respect of loss or damage "	
Ecs "Unless suit is brought" "Imu to sundange of 0012" of saverage yet nothal	
The commencement of arbitrations	
"Within one year of their delivery or of the date when they should have been	
	85.198

## CONTENTS

## CONTENTS

The effect of Article III rule 6 of the Hague-Visby Rules (117-11984) and to slow yeolutable offices	85.203		85.380
The effect of thinese in this o of the ranges they	85.206	The version of the rule in the Hague-Visby Rules	85.38
Article III rule 6bis	85.208		85.383
Article III rule 7 "wal to earol" add this salus viziv sugar and to modulous violity and the manufacture of the Haune-Viziv Rules with the "force of law" 7	85.215		85.385
The effect of the Hague-Visby Rules	85.221	****	85.388
Article III rule 8 line allatas augostares (knottarretni-non ban mobani.) Adi ni trampido	85.222		85.389
	85.224		85.39
11 contract of carriage	85.225		85.39
	85.226	Commodity exchange price	85.39
	85.240	Current market price moisingly "abous" and—(5)13 A2000	85.39
	85.243	COGSA § 3(2) and the burden of aroof in relation to claims not arising from 8 aulas family	85.39
2. Periods and activities beyond those covered by the Rules	85.245	Subsidy loss subsi	85.39
3. Matters on which the Rules are silent	85.248	The time of "discharge" as the date for the ascertainment of value	85.39
"Liability for loss or damage to or in connection with goods"	85.249	Currency of loss and recovery	85.40
	85.250	The limitation of the carrier's liability	85.40
Article IV. Rights and Immunities	85.252	"In any event" and the nature of the carrier's breach	85.40
A -1: 1- IV1- 2	85.259	The higher of 666.67 units of account per package or unit or 2 units of account per	
General principles	85.261	kilogramme of gross weight of the goods lost or damaged	85.40
"(a) Act, neglect or default of the master, mariner, pilot, or the servants of the carrier	80.4 J	"Package or unit" in the Hague-Visby Rules and containerisation	85.40
	85.264	Hybrid cases Rollingues Hudi beginnes after (BVC) A ARDOD	85.41
in the navigation or in the management of the ship"	85.265	The conversion into the appropriate national currency	85.41
The relevant persons bairness os at bus abob no bairness	85.268	Exceeding the limit	85.41
Navigation of the ship	85.275	Declaration of nature and value	85.41
Management of the ship	85.281	Agreement for higher figure	85.41
"(b) Fire, unless caused by the actual fault or privity of the carrier"	85.285	Intentional or reckless act or omission of the carrier done with knowledge	85.42
"(c) Perils, dangers and accidents of the sea or other navigable waters"	85.298	The identification of "the carrier" whose misconduct is relevant	85.42
"(d) Act of God"  If slotts A to spore of bott another in notice in the interpretation of the control of the co	85.301	The mental element	85.42
"(e) Act of war"	85.305	Damage and loss	85.42
"(f) Act of public enemies"	85.307	The exclusion of the carrier's liability	85.42
"(g) Arrest or restraint of princes, rulers or people, or seizure under legal process"	85.317	Article IV rule 6	85.43
"(h) Quarantine restrictions"	85.318	The relationship of the common law and the Hague Rules code	85.43
"(i) Act or omission of the shipper or owner of the goods, his agent or representative"	65.518	"Goods of an inflammable, explosive or dangerous nature"	85.43
"(j) Strikes, lock-outs or stoppage or restraint of labour from whatever cause, whether	85.323	Knowledge of the nature and character of the goods and consent to their shipment	85.43
partial or general"  "(t) Piets and givil commotions"	85.325	Consent	85.43
(K) Kiots and Civil Commodons	25.332	Knowledge of the nature and character of the goods	85.43
"(1) Saving or attempting to save life or property at sea"	60.532	The separation of knowledge from consent	85.44
"(m) Wastage in bulk or weight or other loss or damage arising from inherent defect,	85.333	The shipper's "fault"	85.44
quality or vice of goods"  "(a) Insufficiency of proking"	85.337	The carrier's rights	85.44
(n) insufficiency of packing	85.342	Immunity A2000 E. G sib to tt	85.44
"(o) Insufficiency or inadequacy of marks"	85.345	Cause of action	85.44
"(p) Latent defects not discoverable by due diligence"	63.343	"directly or indirectly"	85.44 85.45
"(q) Any other cause arising without the actual fault or privity of the carrier, of	85.348	The exercise of the right of landing, destroying or rendering the goods innocuous	85.45
without the fault or neglect of the agents or servants of the carrier	85.351	General average	85.45
Article IV rule 3	85.352	The effect of a breach of duty by the carrier	85.45
The shipper	85.354	Where there is a breach of Article III rule 1	
The liability excluded  Article IV rule 4	85.357	Where there is a breach of Article III rule 2 (nonneymo) or asima() and yet about to	85.45
Attack I v Tute v	85.358	Immunity as against the shipper (£011.00 0005.1.2)	85.46 85.46
Reasonable deviation	85.361	Approximate the North Market No	
The cheet on other contract terms	. In the second	Article IVbis of the Hague-Visby Rules The political and the second of t	85.46 85.46
The effect of a reasonable deviation	85.363 85.364	The position of the carrier  "in respect of loss of or damage to goods covered by a contract of carriage"	85.46
The effect of an unreasonable deviation			85.47
Article IV rule 5 Magazin and and and and and and article IV rule 5 Magazing brieft admit and amid	85.365 85.367	The position of the carrier's servants and agents	85.47
Tonnage limitation (children) and begreated of Halls quite of the territor and	85.367	The limit on recovery against the carrier, his servants and agents	85.47
"In any event" "	85.368	Article V Article VI (2005 nt bedification AA) E981 to A to	85.48
Limitation by reference to "£100 per package or unit"	85.369		85.48
The meaning of "package or unit"	85.372		85.49
Package mesd sould blurght year god or analysis to an year that airch to may any midt w	85.372	Factors justifying a special agreement  Article VII  Article VII  ARTICLE VIII  ARTICL	85.49
"borovioles "borovioles to demand and the control of the control o	85.378	PARTITION OF THE PROPERTY OF T	05.47

asson of the currier's hability are educated to the currier's hability are educated to the currier's hability.	
Article IX of the Hague Rules solud visity Fulles	85.503
Article IX of the Hague-Visby Rules	
Article X of the Hague-Visby Rules	
S. Law to fee the good aft to sulay.	
The U.S. COGSA enacting clause	85A.3
U.S. COGSA § 1(a)—the "carrier" definition	85A.6
Multiple carriers "Soriq" Insv	85A.6
Himalaya clauses some some some some some some some s	
U.S. COGSA § 1(c)—the "goods" definition	85A.13
U.S. COGSA § 3(2) and the burden of proof in relation to claims not arising from	
unseaworthiness beyond those covered by the Rules	85A.14
U.S. COGSA § 3(3)(c)—the carrier's obligation to show "apparent order and condition"	85A.16
U.S. COGSA § 3(4)—the <i>prima facie</i> evidence of a bill of lading	85A.18
U.S. COGSA § 3(6) and the notice-of-loss provision	85A.20
U.S. COGSA § 3(6) and the one-year time-for-suit provision	03A.ZZ
higher of 606.67 units of account per package or unit or a units of account relations and account relations and account of the goods lost or damaged.	03A.23
Deviation	03A.24
U.S. COGSA §3(7)—converting "received for shipment" bills of lading	85A.25
U.S. COGSA § 4(2)(a)—the nautical fault exception	85A.26
U.S. COGSA § 4(2)(c)—the perhs of the sea exception	85A.28
U.S. COGSA § 4(2)(j)—the labor unrest exception	85A.30
U.S. COGSA § 4(2)(q)—the catch all exception	85A.31
U.S. COGSA §4(4)—deviation	85A.32
U.S. COGSA § 4(5)—the package limitation	85A.34
The Limitation Amount	85A.35
The Customary Freight Unit	85A.36
Breaking Limitation	85A.42
Deviation in the many of process rules on people, as seeding about the process at select V	85A.43
The fair opportunity doctrine oboo value armsH and bus wall normoo and to midentify	85A.44
False bills of lading	85A.47
Actual damages	85A.50
Knowing and fraudulent misstatements	85A 51
The Hague-Visby Rules and shoon of the returned ben entire self to suboly	85A 52
U.S. COGSA § 4(6)—dangerous goods	25A.56
U.S. COGSA §7—freedom of contract before loading and after discharge	85A.59
U.S. COGSA §8—global limitation of liability	85A.60
Title II of the U.S. COGSA	85A.61
A by Latent distant and discoverable by the dillipence"	
All Sales to Ann	
SECTION V. APPENDICES IN TOTAL OF THE PROPERTY	
PPENDIX I. U.K. STATUTES	A1.1
The state of the s	
arriage of Goods by Sea Act 1971	A1.1
arriage of Goods by Sea (Parties to Convention) Amendment Order 2000	OII WHEN THE
(S.I. 2000 No. 1103)	A1.2
arriage of Goods by Sea Act 1992	A1.3
Terchant Shipping Act 1995, sections 185, 186, Schedule 7	A1.4
ale of Goods (Amendment) Act 1995	(4 )
ontracts (Rights of Third Parties) Act 1999	
PPENDIX 2. U.S. STATUTES	A2.1
he Harter Act 1893 (As recodified in 2006)	A2.1
the United States Carriage of Goods by Sea Act 1936	
tharman labour a guid feui	

APPENDIX 4. NON-STATUTORY RULES	A4.1
York-Antwerp Rules 1974 and 1994	A 4 1
Laytime Definitions for Charter Parties 2013	A4.1 A4.2
APPENDIX 5. FORMS	A5.1
Amwelsh Form 1993 Baltimore Form 1976 Gencon Form 1976 Gencon Form 1994 Norgrain Form 1989 Sugar Charter-Party 1999 Asbatankvoy Charterparty Congenbill 2007 Bill of Lading	A5.1 A5.2 A5.3 A5.4 A5.5 A5.6 A5.7
Index  Classification of Monarch SS, Co. Ltd (1988) #2 Lt E. Pope 131	1281
20 Sec. 1 anisat v. Vaughai [1990] 2 A C 412	
Amber Pilot Ltd. The Archimidity (2003) If Lloyd's Kep. 557	
W. Furniture Anvigation (The Polar) [1993] 2 Lloyd's Rep. 178	
Co. Let v. Alida Sappeng Co. Let (1997) Ali F.R. (1997) Let v. Alida Sappeng Co. Let v. Alida Sappeng Co. Let v. (1997) Ali F.R. (1997)	
Garal v. Some villa Cen Sed Fadbul (2011) v Lloyd's Rep. H. Lancell	
Tree The (Atkins harmeticant of labority Regulation of June Shapping Linea) [1987]  Lidger v. Kru. 27  (5.33-8.36, 5.4)  Lidger v. Krulyla-S.p.A. di Navigazioni (The Chikuna) [1981] I Lloyd's Rev. 371  Lidger v. Krulyla-S.p.A. di Navigazioni (The Chikuna) [1982] I Lloyd's Rev. 39; aff'n [1981] I Lloyd's Rev. 39; aff'n [1981] I Lloyd's Rev. 30; aff'n [1981] I Lloyd's Rev. 30; aff'n [1981] I Lloyd's Rev. 434  Lidger v. Arcin (1905) 52 Ll. L. Rop. 250  Lidger v. Arcin (1905) 52 Ll. L. Rop. 250  Lidger v. Arcin (1905) 53 Ll. L. Rop. 250  Lidger v. Arcin (1905) 54 Lloyd's Rep. 434  Lidger v. Arcin (1905) 55 Lloyd's Rep. 434  Lidger v.	