

delivery at shipowner's risk; shipowner to be liable to the *bona fide* holder of bill of lading for the goods signed for whether actually placed on board or not.

Meantime the shipowners' interest in England has indicated that it will offer opposition to any such Bill, and the London Chamber has, therefore, sought the co-operation of the other Chambers of the Empire in such a general expression of their views on this question as may strengthen their hands in the endeavour to have it settled once for all by legislative authority upon an intelligible and practicable basis.

Your Council have recently considered and examined the following general rules for Steamship Bills of Lading, adopted by the Hamburg and Bremen Chambers of Commerce, which appear, though not free from defects, to have many points worth adoption, and it has, therefore, caused copies thereof to be forwarded to the London Chamber, with an expression of its opinion that these rules are well worthy of serious consideration by those interested in the preparation of a Bill of Lading, suitable for general use.

#### GENERAL RULES FOR STEAMSHIP BILLS OF LADING.

*(Approved for adoption by the Chambers of Commerce of Hamburg and Bremen.)*

I. Owners to be responsible that the vessel is properly equipped, manned, provisioned and fitted out, and in all respects seaworthy and capable of performing her intended voyage; also for the faults or negligence of their servants in all matters relating to the proper stowage, custody, care and delivery of the goods. All provisions and clauses to the contrary shall be null and void and of no effect in law.

II. Owners to be exempt from the perils of the seas, fire, enemies, pirates, assailing thieves, barratry (but not common theft), arrest and restraint of princes, rulers and peoples; and not answerable for damage and losses by collisions, stranding and all other accidents of navigation, even though the damage or loss from these may be attributable to some wrongful act, fault, neglect or error in judgment of the pilot, master, mariners or other servants of the shipowner; nor for damage or losses through explosion, bursting of boilers or pipes, breakage of shafts or any latent defect in hull or machinery (not resulting in either case from unseaworthiness nor from want of due diligence by the ship's owner or manager); nor for decay, putrefaction, vermin, rust, sweat, change of character, shrinkage, leakage, breakage, country damage or any other damage arising from the nature of the goods shipped or such defective packing as could not be noticed externally, or from contact with or evaporation from other goods; nor for errors caused by inaccuracy, obliteration or absence of marks, numbers, addresses or descriptions of goods shipped.

III. Ship to be at liberty to call at intermediate ports (at other ports not specified in bill of lading only if specially agreed upon), to sail without pilots, to tow and assist vessels in distress and to deviate for the purpose of saving life or property; also at liberty, in case the ship shall put into a port of refuge for repairs, to tranship the goods to their destination by other vessels; and with liberty to convey goods in lighters to and from the ship at shipper's risk.

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