

THE BILL OF LADING: INTO LESS CHARTED WATERS

16-17 NOVEMBER 2017, ROTTERDAM

When it comes to bills of lading, a number of 'traditional' rules and concepts are widely accepted and no longer subject to serious debate. No maritime lawyer will be surprised to hear that the bill of lading is a receipt for the goods carried, that it serves at least as evidence of the contract of carriage, and that it functions as a document of title. Several of these rules and concepts have found their way into the carriage conventions, such as the shipper's right to demand a bill of lading or the inadmissibility of proof to the contrary when the bill of lading has been transferred to a third party, to name only a few.

Other aspects of the bill of lading, often branching out into other areas of law than strictly maritime law and the carriage of goods, are less familiar, less often mentioned or studied in textbooks and publications. As these other aspects are certainly not unimportant, one might wonder whether the lack of attention and the lack of (international) agreement on these aspects is one of the reasons why further steps in the field of the bill of lading (electronic bills of lading, the Rotterdam Rules) are proving so difficult.

The purpose of this ESL Conference is to explore these other aspects, centred on a number of topics:

Property law aspects of the bill of lading.

The bill of lading only provides (constructive) possession of the carried goods, but possession is of course often instrumental in obtaining, proving or transferring title to the goods. Therefore, the ownership of the document as such, or the right to obtain the document, become relevant questions. Which party is entitled to the bill of lading, e.g. in case of a non-contracting shipper? What happens if the holder in good faith of the bill of lading is pitched against the real owner of the goods, e.g. in case of a stolen bill of lading or a bill of lading transferred by a person not entitled to do so? What if the carrier no longer has actual possession of the goods (e.g. in case of a spent bill of lading) – can the document still be used to transfer constructive possession to a new holder or to provide that holder with title to the goods themselves?

Pledging the bill of lading.

What are the requirements to validly pledge a bill of lading? What are the consequences of a pledge on the bill of lading? Can the pledgee take action to protect its position, without becoming the 'holder' of the bill of lading and thus assuming liability under it? In addition to pledges, there are of course also other security rights (e.g. the right of retention, possessory liens, etc.) that can be exercised on the bill of lading, the goods, or both.

Claims on the bill of lading.

Who has title to sue on the bill of lading? Is title to sue exclusive to the holder of the bill, or can other parties also sue? What happens if the party entitled (or obliged) to sue has not personally suffered any loss (e.g. in case of a freight forwarder)? What if the party entitled/obliged to sue has been compensated by its insurers? What happens if a party lawfully obtained the B/L, but (from a certain moment in time) no longer lawfully keeps it in his possession? Such a situation could arise, for example, if a freight forwarder refuses to comply with instructions of his principal to return the bill of lading, or if a freight forwarder goes bankrupt and the trustee in bankruptcy refuses to surrender the bill of lading. Can such holder still present the bill of lading and claim delivery of the goods?

The relation between the contract of carriage and the bill of lading.

To what extent can a third party holder of the bill of lading be held liable for acts of the shipper (e.g. failure to provide information, undeclared shipping of dangerous goods). What is the effect of bill of lading clauses in this respect (Merchant Clause, Cesser Clause)? To what extent can the bill of lading incorporate external content (e.g. charter party provisions)?

Speakers.

Confirmed speakers include:

Prof. Dr. Olivier Cachard

U. de Lorraine

Prof. Dr. Ralph De Wit

U. of Brussels, U. of Antwerp and Antwerp Marit. Acad.

Dr. Miriam Goldby

Queen Mary U., London

Sébastien Lootgieter

Villeneuve Rohart Simon, Paris

Jan Loyens

LVV Advocaten, Antwerp

Dr. Theodora Nikaki

Associate Professor, Swansea U.

Prof. Em. Francis Reynolds

U. of Oxford

Prof. Dr. Erik Rosaeg

U. of Oslo

Prof. Dr. Frank Smeele

ESL Rotterdam

Dr. Michiel Spanjaart

Kneppelhout Korthals, Rotterdam

Prof. Em. Rhidian Thomas

U. of Swansea

F. Javier Zabala

Meana Green Maura, Bilbao

Prof. Avv. Stefano Zunarelli

Studio Zunarelli, Bologna

Location.

The presentations on Thursday 16 November will take place in the auditorium of the Inntel Hotel, Leuvehaven 80, between 13.00 and 17.00. On Friday 17 November, the presentations will be from 9.00 till 13.00 in the AKD auditorium of the Maastoren, Wilhelminakade 1 and will be followed by a lunch.

Registration and Fees.

To register for this conference, please send an email with your details to: bhc2017@law.eur.nl

The conference fee is **495,00 EUR** and includes the conference materials, all coffee breaks, the conference diner on Thursday evening and the lunch on Friday.

Payment of the fee should be made into the following account:

IBAN: **NL75 ABNA 0415 8786 59**

BIC: **ABNANL2A**

Important: please indicate

"130.203.00 - BLC2017 - your name"

with your payment.

Registration is only final after receipt of payment.

Accommodation is not included and should be booked directly by the delegates.

Nearby hotels include the Inntel Hotel, Hotel New York, the NHOW Hotel and the SS Rotterdam.

www.bhc2017.nl