

NEWSFRONT

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LEGAL OPINION

Bills of Lading

In a sea and land transportation case involving a container, the plaintiff, a freight forwarding company, undertook to deliver to receivers cargo on b/l terms including a laytime and demurrage term. Such terms provided that if the cargo was not received and container not returned to the sea carrier within a specific period of time, demurrage would apply and be paid to the sea carrier.

On discharge, delay was experienced before the ultimate receiver took delivery of the cargo and the sea carrier charged demurrage. The freight forwarder, to whose order the b/l's were issued, paid the demurrage and sought the amounts from the receiver.

The court found the receiver was liable to pay the freight forwarder the demurrage, being bound by the b/l terms.

Piraeus One membered Court of Appeal Judgment no 37/2015, Judge: M. Kottaki, Attorneys at law: G. Maronidis, K. Vasilakis, Maritime Law Review vol. 43, p. 190.

NOTE: B/l terms bind the initial parties to it and subsequent endorsees. This is independent of the sea carriage contract, as the b/l wording itself creates rights and obligations.

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