

Evolution of Exemptions to Carrier in Different Maritime Legal Regime

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Abstract

Trade is done all over the world in different ways. From history till now, it has evolved from time to time. As technology becomes more sophisticated, different issues, either legal or ethical, also emerge. The main elements of a successful trade are always trust and expeditious service. It has long been established that sea trade is more vital and cost-effective than other modes of transportation, whether by road, rail, or air. This means the cargo owner and the carrier are also at odds over who is responsible for damage to the goods. At the outset of this international legal regime, which is comprised of the Hague and Hague-Visby Rules, there were a number of opportunities for carriers, including exemption from damage of goods, as well as a number of loopholes regarding jurisdiction and other exclusive provisions. Of these flaws, they make the carrier stronger and the cargo owner's position weaker. To establish a balance between cargo owner and carrier, UNCITRAL tries to introduce different rules from time to time, which is also questionable. But in the end, the Rotterdam Rule is one such instrument that provides uniformity in the rules of carriage of goods. This study compares different legal regimes which elaborate on how exemption of a carrier narrows down and how to establish a balance between carrier and cargo owner. In reality, carriers and ship-owners are one of the big and powerful industries that create different hurdles for ratification of the Rotterdam Rules and try to make Hague and Hague-Visby Rule applicability exist because they get a lot of benefit from it. This study focuses on different areas and provisions that are beneficial for carriers, and all states should come under one umbrella to ratify the Rotterdam Rules for a prosperous future and a uniform way for multimodal transportation.

Keywords: Hague and Hague – Visby Rules, Hamburg Rules, Rotterdam Rules, Carrier, Shipper, Cargo – Owner, Bill of Lading, Maritime.

Introduction:

In globalization, goods are transported from one place to another, and all businesses and internal trade depend on transportation. If any person or company wants to grow in business, they must focus on transport and methods of transport. A carriage contract is one of the most important contracts in the transport of goods from one place to another. The party who carries goods from one place to another, whether it is any organisation or any company, is known as the carrier.¹

All goods are carried out through different transportation means, whether it is through water, via land or through air. In transport, if two or more than two modes are involved, then it is called multimodal transport. All transportation must be ended with a carriage contract and all these goods may be carried on land, air, or seawater. It also includes inland water (rivers).²

Definition:

The Carriage of Goods by Sea Act, 1925 gives a proper definition of "Carriage of Goods". According to Article 1 (e), it defines that the period from the time when the goods are loaded to the time when they are unloaded from the ship is called "Carriage of Goods".³

Historical Background of International Maritime Law:

Before we start the main topics of Hauge-Visby Rules, Hamburg Rules, and Rotterdam Rules, let's a little bit go through the historical background of all these international maritime laws and how they evolved.⁴

The Sea Vouge is from very ancient times. There are also very sea-voiced obstacles like thunder and storms, which are found in ancient literature under different names like "sea

¹Maritime Law by Julia Kagan, Reviewed by Charles. P; Sep 9, 2020,

<https://www.investopedia.com/terms/m/maritime-law.asp>

²*Id*

³Article 1 (e) of The Carriage of Goods by Sea Act, 1925;

<http://www.bareactslive.com/ACA/ACT1469.HTM>

⁴<https://www.abysinnialaw.com/online-resources/study-on-line/item/1072-historical-development-of-maritime-law>

monsters". For all these, there were different customs and traditions (unwritten codes) for understanding maritime behaviour among Greeks and Egyptians, etc. The most recent and old code in a formal way was 900 BC, which was established on Rhodes Island and till modern day it evolves.⁵

The Rhodian Sea Laws:

Actually, these rules are set for the Mediterranean Sea, which began around 900 BC and was fully established by 300 BC, and which deals with sea-related trading and controls all conduct in that area. It had a significant impact on Roman law until 1200 AD. of the Rhodian Law was that it treats all merchant ships equally as they move from port to port and resolves all kinds of disputes arising at sea should be decided on the maritime law of the Rhodians, not in the local courts and councils.⁶

The Consulship of the Ship:

The Romans established special tribunals to deal with all disagreements between vessels, traders, mariners, and ports, drawing inspiration from Rhodian Laws. 1000 AD and 1300 AD, three separate maritime law codes developed in the Mediterranean.⁷

In this Consulate of the Sea, be on the lookout for all aspects of the sea's customary laws. It was mostly specified regarding the ownership of carriage, responsibilities or duties of the ship-owner, salvage rights, how much it should be paid, duties of the captain, etc.

Preliminary European Regulations of the Sea

When the laws of the sea evolved in the Mediterranean, the European sea laws were much more formalised by 1152 AD. These were summed up in the Black Book of the Admiralty in 1336 AD and were deliberately significant in shape.⁸

- The Law of Wisby (Baltic Territory)
- The Law of Hansa Towns (Germanic Territory)
- The Law of Oleron (French Territory)

⁵*Id*

⁶www.history.org.

⁷The Intriguing History of Maritime Law; <https://maintenanceandcure.com/maritime-blog/the-intriguing-history-of-maritime-law/>

⁸*Id*

The English Admiralty Law Structure:

Wisby, Hansa, and Oleron were the three main pillars on which British Admiralty Law was built or evolved. Industrial Revolution in the last half of the 1700s, the Admiralty Courts of England faced a lot of challenges in keeping the basic historic sea laws. It became necessary to update the codes because engines came to the industries, and there were a lot of complexities in international relations because trade expanded and became more global.

English courts were distinct from Admiralty Courts because they heard all maritime cases, including those of British colonies. They were not that popular in the new world, which is why they became one of the grounds for the American Revolution.⁹

Research Questions

1. What are those situations and jurisdictions where carriers are exempted from their liabilities in the Hague and Hague–Visby Rules?
2. What is the reason behind the adoption of the Hamburg Rule and how does it confine carriers from their ultra-vires exemption?
3. What is required for the Rotterdam Rules to be established, and how will these rules check and balance the liabilities of the carrier and cargo owner?

Developments of rules related to Contract of carriage

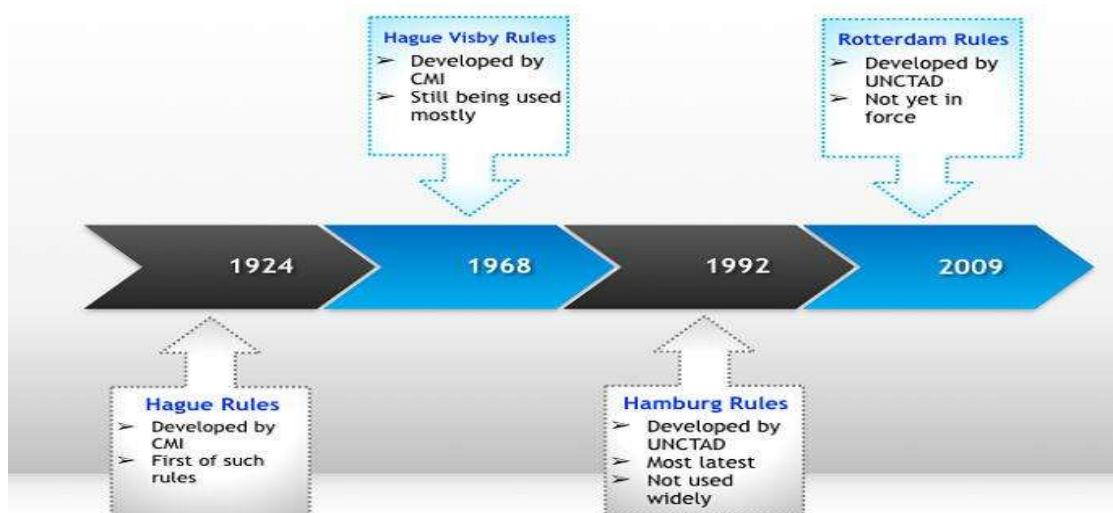


Fig. 1 (Summarize Chart of Basic 3 Rules)

⁹*Id*

Hague and Hague – Visby Rules:

Cargo damage is unavoidable in sea trading, but both the carrier and the cargo owner work hard to avoid cargo damage. Most countries have their own cargo-related laws with few exceptions for the carrier, but the carrier is responsible for loss or damage to the cargo, which is his duty of care. When the bill of lading (BOL) comes for general use as the receipts of goods and as the instrument of title, the carriers insert different clauses which waive their liabilities. When a carrier gains a competitive advantage, the situation becomes unsatisfactory and threatens international trade.

In 1924, it was the time when the Brussels Convention came for the consolidation of certain rules of Bill of Lading (BOL) and this convention, commonly known as the "Hague Rules of 1924." This rule tries to show some balance between the carrier and cargo owner and also tries to protect each other's rights. It gives an exception to the liability of a carrier in some situations.¹⁰

The Hague Rules play an important role in international maritime trade, but as time passes, new issues arise that necessitate change, so an amendment version was introduced, signed in 1968, and went into effect in 1979, known as the Hague Visby Rules.¹¹

These rules have liabilities and duties for both shipper and carrier, but we focus on an exception to the liabilities of the carrier.

The Hague and Hague – Visby Rules Exceptions:

The early bill of lading has no such exceptions at all. The list of carriers exempt from liability has been expanded. In Article IV of the Hague-Visby Rules, there are seventeen exemptions. So, it depends on the carrier that he is allowed to submit the protection afforded by these exceptions by total or by part, but he is not permitted to add new to this list.

Fault in Navigation or Management of Ship:

This irregularity, which covers faults in navigation or in regulation of ships, nautical error, has a long history dating back to the 19th century. It is most commonly used in Bills of Lading (BOL) even before the Hague-Visby Rules are enforced. This exception commonly

¹⁰International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (The Hague Rules), Done at: Brussels, Date enacted: 1924-08-25, In force: 1931-06-02; <https://www.jus.uio.no/english/services/library/treaties/07/7-04/hague-rules.xml>

¹¹Zekos, G.I. (1997), "THE CONTRACTUAL ROLE OF BILLS OF LADING UNDER INTERNATIONAL CONVENTIONS AND REPORTS", *Managerial Law*, Vol. 39 No. 2, pp. 5-19. <https://doi.org/10.1108/eb022481>

covers both any error in navigation or any irregularity in the management of a ship. But there is no exception if cargo faces any damage due to the negligence of the carrier, or their crew, or collision of vessels with each other.¹²

Presently, this exception is criticised in the interest of cargo owners, and it is not available in any other transport convention. It is because of technology to eradicate the error in navigation and the owner's whenever they want to take control of it.¹³

Fire:

The Hague-Visby Rules exempt carriers from all those losses that occur due to fire until and unless it is the fault of the carrier. Also, the carrier is not liable for fire damage that is the result of the neglect of any agent or servant, but he will lose all such exemptions if his negligence is involved.¹⁴ We can see this in the case of Lennard's Carrying Co. Ltd v Asiatic Petroleum Co. Ltd. In this case, the ship was unseaworthy but still sent for a voyage, and as a result, the cargo was destroyed due to fire and the carrier was liable for the loss.¹⁵

In such a case, the carrier must prove that the fire incident did not happen due to his negligence. If the carrier proves that he exercised due diligence and also proves that the ship was seaworthy for the voyage, the burden of proof shifts to the shipper.

Hazards of the Sea (Inevitable Accident):

In this all-exceptional case, the carrier is released from those inevitable accidents which are not foreseeable or harmful to the navigation of a ship at sea, even if all those reasonable duties of care are taken after that accident happens. It is also extended to the losses or damage due to the result of fog, or being driven onto the rock in a typhoon and many other such hazards, in which the carrier proves that it did not happen because of his fault.¹⁶

In the case of Wilson Son & Co. v The Owner of Cargo, the Bill of Lading (BOL) which was issued had an exemption for "perils of the sea". During the voyage, the ship faced

¹²The consequences of a deletion of the nautical fault, Master of Law Program, Master Thesis 20 points by Madeleine Jansson 2007; <https://core.ac.uk/download/pdf/16314135.pdf>

¹³ *Id*

¹⁴Exemptions from Liability for Carrier in Carriage of Goods by Sea by ZiyaShivakhanli, June 2020; <https://www.researchgate.net/publication/347951286>

¹⁵Lennard's Carrying Co. Ltd v. Asiatic Petroleum Co. Ltd (The Edward Dawson), [1915] A.C. 705; <http://www.uniset.ca/other/cs2/1915AC705.html>

¹⁶Carver's Carriage by Sea, Volume 1, by Thomas Gilbert Carver, 1971.

some damage to cargo because of collision, but he was exempted because in the bill of lading that exemption was included.¹⁷

Generally, the question regarding the perils of the sea totally depends on the due diligence and seaworthiness of a ship. But the burden of proof is on the carrier, but if he proves himself innocent, then he can avail of that exemption.

There are a lot of exceptions in the Hague-Visby Rules alike to perils of the sea. In fact, it effects the vogue of the sea which is given in Article IV of the Rules;

Act of God:

This exception is only invoked when all losses or damages occur without the control of human beings, like storms, lighting, and high tides of the sea due to typhoons. An example of the Act of God was in the case of *Nugent v. Smith*, in which cargo was damaged due to bad weather, and it was held that the shipowner was not liable for damages resulting from an Act of God because all such situations are not foreseeable.¹⁸

Warfare or Act of Public Enemies:

This exception is given in Article IV (f) of any crime committed by a state or subject with whom the Crown is at war. The meaning of "act of war" or "public enemies" in Article IV (f) also covers all actions taken in any sovereign aggression or by pirates.¹⁹ In the case of *Russell v. Niemann*, the shipowner was exempted from liability because there was a clause "The King's Enemies" in the Bill of Lading (BOL) when his ship brought wheat to England and was captured by Deans when the Duke was at war with Denmark. There is one step in which reasonable care can be taken to avoid that route or to stay in any other port to avoid being captured.²⁰

Arrest under Legal Process or Hammer by Prince or Ruler:

Arrest as a result of a legal process or as a result of a hammer imposed by a prince or ruler:

It is used when any government or state authority intervenes and stops a carrier from performing their own duties properly. This exemption cannot be available when the carrier is aware of the situation that the ship can be restrained by any legal authority before starting its

¹⁷*Thomas Wilson, Sons, & Co., Ltd v. Owners of Cargo ex "Galileo."* 1915

¹⁸*Casebook on Carriage by Sea*, By Ivamy E. R. Hardy, Published, 1977, 3rd edition.

¹⁹ *Id*

²⁰*Russell v Niemann* (1864),

http://maritimelawdigital.com/uploads/HTML/Russell_Niemann_1864.htm

voyage.²¹ The wording "seizing under legal process" in this Article IV (g) includes all judicial proceedings and acts of state authorities but does not include non-governmental authorities, rebellions, or any mobs, etc.

Quarantine Diminution:

Normally, this exception occurs when the ship is not permitted to discharge goods at port, even though it also applies to the crew and passengers on board, and the time limit is less than 40 days. It is usually when pandemic diseases hit a port, like it is now in Corona.²²

Strike or walk out:

It is given in Article IV (I) when a refusal of workmen to work is not for a personal grievance with their employer. On the other hand, the withdrawal of workers must have some connection, however tenuous, with an industrial dispute and its consequences; the exception has been held to cover a suspension of work by an excavator due to fear of cholera or the refusal of a crew to sail the ship due to fear of attack by enemies.²³

Riots and Civil Commotion:

In this clause, "riots" refer to criminal law in the strictest sense, whereas "civil commotion" is defined in terms of insurance policies. It is only protected from losses by disturbances because it is not protected from any organised or well-planned conspiracy.²⁴

Saving or attempt to Saving Life or Property:

This is a self-explanatory clause. It depends on the situation what steps should be taken to save life and property, but the carrier must prove that.²⁵

Defective Characteristics:

This exception is given in Article IV (m) of the Hague–Visby Rules, which states that the carrier is not liable for any damage or loss resulting from all those products that are very fragile or perishable without informing the carrier or any such information regarding the products to the carrier.²⁶ In the case of *Albacore S.R.L v. Westcott and Laurance Line, Ltd.*,

²¹Carriage of Goods by Sea by John Wilson 2010, 7th Edition, (Page 34 – 36)

²²*Id*

²³*Id*

²⁴*Id.*

²⁵*Id.*

²⁶Carver's Carriage by Sea, Volume 1, by Thomas Gilbert Carver, 1971.

the carrier was not held liable because the shipper did not inform the carrier about the fish that it required for such a specified period.²⁷

Act and Fault of the Shipper:

Carrier is also not liable to all those loss or damages to goods in the result of act done by the fault of shipper.²⁸

Inadequacy of Packing:

Customary packing is sufficient packing in trade. It is preferable for the carrier that he should write the exact details of packing in the Bill of Lading (BOL), but if he issues a clean Bill of Lading (BOL) to the shipper, the estoppel to the carrier's exemption for insufficient packing will be lost.²⁹

Insufficient of Marking:

If any cargo is lost, mixed, or faces any damage to that cargo because of insufficient marks or markings on the cargo, Actually, any loss or damage is not covered by this exception until and unless the carrier gives proof that it is the result of an insufficient mark on the cargo.³⁰

Latent Defects:

In this, neither the carrier nor the ship are responsible for any loss or damage to goods that is the result of a latent defect because it is not discoverable by due diligence.³¹

Other Exception:

If the goods are explosive material or dangerous in nature, the shipper should mark them properly. And also, if the shipper mis-states in the bill of lading and the carrier proves that, then he is also not liable for that.³²

Hamburg Rules:

The developing countries with a higher shipper-to-carrier ratio have a question on Hague and Hague – Visby Rules that is more favourable to the carrier than the shipper. They

²⁷Casebook on Carriage by Sea, By Ivamy E. R. Hardy, Published, 1977, 3rd edition.

²⁸Carriage of Goods by Sea by John Wilson 2010, 7th Edition. (Page 39 – 40)

²⁹<https://www.euro-marine.eu/hague-visby-rules>

³⁰ *Id*

³¹ *Id*

³²Liability of the Sea Carrier in the International Carriage of Goods by Sea by GhadaAwad M. Shawgi, 2003, Page 22 – 23

all mostly signed the United Nations Convention on the Carriage of Goods by Sea, also known as the Hamburg Rules, with some industrial states in Hamburg in 1978.

This rule is much more in favour of the shipper rather than the carrier and even raises the limited liability of the carrier more than the Hauge and Hauge–Visby Rules with their introduction time bar, which is 2 years, and arbitral and jurisdiction provisions.³³

In Hamburg Rules, the responsibility of the carrier not only covers the sea leg of carriage but also when the carrier takes custody of goods from a warehouse in the port. It also introduces a "port – to – port" principle, as opposed to the Hague Rules' "tackle – to – tackle" principle.³⁴

The Hamburg Rule has been endorsed mostly by developing countries but not by the major trading nations because it is mostly in favour of shippers rather than carriers, though it includes some exceptions for carriers.³⁵ Generally, some exceptions are common, either keeping the same as the previous rule or putting some restrictions on it, but there are some very important exceptions under the Hamburg Rule that we discuss below:

Exception to Carrier Liability:

Article IV of the Hague Rules gives immunity in some areas to carriers. Once he successfully asserts any exception under Article IV of the Hauge Rule, he will not be liable for any loss or damage to goods. One of the most controversial exceptions to liability is nautical error. Because of this, if any loss or damage happens, the person responsible will still not be liable for it.³⁶

Navigational Fault:

A navigational fault in a vessel has no negative consequences on the carrier if there is any loss or damage, or any delay in delivery of goods, according to the Hauge Rule. Also, in diplomatic conferences, the immunity of nautical fault given by Hague Rule was put back into Hamburg Rule, but it does not mean that this defence gives him way to sweeping defence if loss or delay or damage is caused by the carrier or his crew negligently.³⁷

³³http://www.uncitral.org/uncitral/en/uncitral_texts/transport_goods/Hamburg_status.html.

³⁴*Id*

³⁵*Id*

³⁶Statute of Hamburg Rules, UN doc., 27 sessions, May – June 1994,
<https://undocs.org/pdf?symbol=en/A/CN.9/401/Add.1>

³⁷The consequences of a deletion of the nautical fault, Master of Law Program, Master Thesis 20points by Madeleine Jansson 2007; <https://core.ac.uk/download/pdf/16314135.pdf>

In Article V (1) of the Hamburg Rule, it is stated that the carrier is liable until and unless he proves that he or his agent, crew or servant took all appropriate and reasonable measures to avoid all damages and occurrences. As a result, he cannot completely escape his obligations under Article V and must demonstrate that he has taken appropriate precautions to mitigate the consequences. But there is also one more thing: if the occurrence is beyond the control of the carrier, then it is assumed that the carrier must have taken all reasonable measures to prevent the occurrence from lying within the power and control of the carrier.³⁸

In conclusion that Hamburg Rule its extent more that carrier must to take reasonable measure to avoid the occurrence.

Management of the Ship:

Furthermore, from the nautical fault exemption in the Hague Rule, there is also an exemption from the liabilities of the carrier if there is any loss or damage incurred by cargo due to the negligence of the carrier and/or servant in management of the ship.³⁹ But under Hamburg Rules, a carrier must prove that he takes all measures to prevent the occurrence of loss or damage or delay to cargo, and liabilities under Hamburg Rules of Carriage are always controversial as to whether an act constitutes management of a vessel or not.⁴⁰

Fire:

If a fire incident happens on a ship, then under Hague Rule, the carrier is not responsible until and unless it is proven that it occurred due to the negligence of the carrier. The Hague Rule gives full exemption for liabilities to the carrier and his servant or agent for fire occurrences.⁴¹

Under Article V (4) of the Hamburg Rule, the carrier is liable for all loss or damage or delay in cargo because of fire, and the shipper must prove that it is because of the negligence of appropriate measures by the carrier, servant, or agent.

In both the Hauge Rule and the Hamburg Rule, the burden of proving is always on the claimant that the fire incident happened due to the negligence of the carrier. If there is a

³⁸*Id*

³⁹The Theory and Principles of Tort Law (Foundations of Legal Liability) by Thomas A. Street, (1999), Page (105 – 107)

⁴⁰*Id* (Page 110 – 111)

⁴¹THE HAMBURG RULES: DID IT INCREASE THE LIABILITY OF THE CARRIER? BY KWEKU GYAN AINUSON (2006); https://getd.libs.uga.edu/pdfs/ainuson_kweku_g_200605_11m.pdf

carrier, then prove that, and if there is a servant, then prove that, while in Hamburg Rule, servants have the same immunity as actual carriers.⁴²

Salvage:

The provisions regarding salvage in both Hague and Hamburg Rules are largely the same, and if any loss, damage, or delay occurs in an attempt to save a life at sea, the carrier, crew, or agent is exempt from all liabilities.

Under Article 5 (6) of the Hamburg Rule, there must be a difference between measures to save life and also measures to save property, while under Article 4 (4) of the Hague Rule, it is assumed that measures to save life and property are always reasonable, but the Hague Rule unlikely to have no such provision regarding geographical deviation as the Hamburg Rule. Under the Hamburger Rule under Article 5 (6), there is one condition to this exemption: the carrier is liable for all loss and damages or delay if it happens because of that deviation, unless he demonstrates that he takes all measures to avoid the occurrence.⁴³

If the carrier and shipper have contracted that the ship will follow that route for travelling, and during that time, it deviates from the contractual route, loss is caused by that deviation. So, the carrier also has the liberty to exercise his right of limited liability even for unauthorised deviation. If he deviates from the contractual route and loss is caused, then under Article 6(1)(a) of the Hamburg Rule, the carrier has limited liability.⁴⁴

Numerous Causes:

If the faults and negligence of the carrier are combined with other causes and any loss or damage or delay occurs, then the carrier's limited liability is that much loss or damage attributed to fault and negligence. But if the carrier fails in proving that the loss is not attributed to its neglect or fault, then he is liable for the whole damage that occurred.⁴⁵

⁴²*Id*

⁴³See Art. 5 (6) of the Hamburg Rule, Art4 (1) of the Hamburg Rule, https://unctad.org/system/files/official-document/aconf89d13_en.pdf

⁴⁴See Article 6(1) (a) of the Hamburg Rule, https://unctad.org/system/files/official-document/aconf89d13_en.pdf

⁴⁵See Article 5 (7) of The Hamburg Rule, https://unctad.org/system/files/official-document/aconf89d13_en.pdf

The Rotterdam Rule:

When the Hague and Hague – Visby Rule and the Hamburg Rule went into effect, they divided the world trade community into two groups because the Hague and Hague – Visby Rule favoured carriers while the Hamburg Rule favoured shippers. So, in 2008, the "United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partially by Sea," also known as the Rotterdam Rule, was drafted to unite the community. Mostly, there are a lot of exemptions in this rule, which is mostly common in all previous rules, but we summarised the new changes in this rule regarding carrier exceptions.

Duties and Exception in Relation to the Cargo:

The duties and responsibilities of a carrier are not dissimilar to those of regimes such as The Hague-Visby and Hamburg Rules. Once the claimant has proven that all of the loss, damage, or delay occurred during this period, he can avoid those liabilities by proving that it was all his fault, as specified in Article 17 (2), or by proving that it all occurred in accordance with the list specified in Article 17 (3).⁴⁶ This list is the same as given in Article IV of the Hague–Visby Rule, which started with an Act of God.

If the carrier proves himself innocent and also proves that all loss or damage or delay is because of listed events, then once again it gives a chance to call the claimant and he has three options:

1. Article 17(4) may prove that the carrier was at fault in relation to all the exclusions that it has proven under Article 17(3).⁴⁷
2. He must prove that there is something happening which is not listed in Article 17(3), but the carrier can counter that allegation by stating that he has no fault with that cause.⁴⁸
3. He must prove that there is something happening which is not listed in Article 17(3), but the carrier can counter that allegation by stating that he has no fault with that cause.⁴⁹

It should also be noted that if there are numerous causes of damage or loss and the carrier is liable for one of them, he is liable apportioned under Article 17(6).⁵⁰

⁴⁶The Rotterdam Rule Article 17 (2), Article 17 (3),
<https://uncitral.un.org/sites/uncitral.un.org/files/media-documents/uncitral/en/rotterdam-rules-e.pdf>

⁴⁷The Rotterdam Rule Article 17 (4), Article 17 (3).

⁴⁸*Id* Article 17 (3)

⁴⁹*Id*

Actually, all of the exclusions in this rule, which are listed in Article 17 (3), are similar to other rules based on acts of God, but the main distinction of this rule is that it eliminates errors in navigation or ship management absence of navigation defense, there are many more liabilities if it is in the context of a collision.⁵¹

Conclusion and Recommendation:

As it is observed that there is no proper rule for carriage of good either it was in favor of carrier or in favor of shipper. Therefore, we have last hope regarding carriage of goods which Rotterdam Rule in which most of rules are in neutral way. That is why it should to ratified by the world to make easy road in carriage of goods. It is the way in uniformity of world-wide business. It will be very helpful multi – model transportation because it is an advance rule for carriage of goods with up to date.

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⁵⁰*Id* Article 17 (6)

⁵¹A new convention for the carriage of goods by sea - the Rotterdam Rules : an analysis of the UN Convention by Thomas, D. Rhidian., 2009.

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