

**Carriage of Goods by Sea Act
(CHAPTER 33)**

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Legislative History

**CARRIAGE OF GOODS BY SEA ACT
(CHAPTER 33)**

(Original Enactment: Act 30 of 1972)

REVISED EDITION 1998

(30th May 1998)

An Act to make further provision with respect to the carriage of goods by sea.

[16th January 1978]

Short title

1. This Act may be cited as the Carriage of Goods by Sea Act.

Definition

2. In this Act, “Rules” means the International Convention for the unification of certain rules of law relating to bills of lading made at Brussels on 25th August 1924, as amended by the Protocol made at Brussels on 23rd February 1968, and as set out in the Schedule.

Application of Rules

3.—(1) The provisions of the Rules, as set out in the Schedule to this Act, shall have the force of law.

[6/95]

(2) Without prejudice to subsection (1), the provisions of the Rules shall also have effect (and have the force of law) in relation to and in connection with the carriage of goods by sea in ships where the port of shipment is a port in Singapore, whether or not the carriage is between ports in 2 different States within the meaning of Article X of the Rules.

[6/95]

(3) Subject to subsection (4), nothing in this section shall be construed as applying anything in the Rules to any contract for the carriage of goods by sea, unless the contract expressly or by implication provides for the issue of a bill of lading or any similar document of title.

[6/95]

(4) Without prejudice to paragraph (c) of Article X of the Rules, the Rules shall have the force of law in relation to —

- (a) any bill of lading if the contract contained in or evidenced by it expressly provides that the Rules shall govern the contract; and
- (b) any receipt which is a non-negotiable document marked as such if the contract contained in or evidenced by it is a contract for the carriage of goods by sea which expressly provides that the Rules are to govern the contract.

(5) Where subsection (4)(b) applies, the Rules shall apply —

- (a) as if the receipt referred to therein were a bill of lading; and
- (b) subject to any necessary modifications and in particular with the omission of the second sentence of paragraph 4 and of paragraph 7 in Article III of the Rules.

[6/95]

(6) If and so far as the contract contained in or evidenced by a bill of lading or receipt referred to in paragraph (a) or (b) of subsection (4) applies to deck cargo or live animals, the Rules as given the force of law by that subsection shall have effect as if Article I (c) did not exclude deck cargo and live animals.

[6/95]

(7) In subsection (6), “deck cargo” means cargo which by the contract of carriage is stated as being carried on deck and is so carried.

[6/95]

(8) The Minister may, from time to time by order published in the *Gazette*, specify the respective amounts which, for the purposes of paragraph 5 of Article IV and of Article IV bis of the Rules, are to be taken as equivalent to the sums expressed in francs which are mentioned in paragraph 5(a) of Article IV.

[6/95]

Absolute warranty of seaworthiness not to be implied in contracts to which Rules apply

4. There shall not be implied in any contract for the carriage of goods by sea to which the Rules apply any absolute undertaking by the carrier of the goods to provide a seaworthy ship.

Modification of paragraphs 4 and 5 of Article III of Rules in relation to bulk cargoes

*5. Where under the custom of any trade the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper and the fact that the weight is so ascertained or accepted is stated in the bill of lading, then, notwithstanding anything in the Rules, the bill of lading shall not be deemed to be prima facie evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

[7

* The former sections 5 and 6 were repealed by Act 6/95.

Saving and operation of other written law

*6. Nothing in this Act shall affect the operation of sections 135 and 136 of the

Merchant Shipping Act (Cap. 179) as amended by any subsequent Act, or the operation of any other enactment for the time being in force limiting the liability of the owners of sea-going vessels.

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* The former sections 5 and 6 were repealed by Act 6/95.

THE SCHEDULE

Sections 2 and 3(1)

THE HAGUE RULES AS AMENDED BY THE BRUSSELS PROTOCOL 1968

ARTICLE I

In these Rules the following words are employed, with the meanings set out below:

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- (b) "Contract of carriage" applies only to contracts of carriage 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 charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.
- (c) "Goods" includes goods, wares, merchandise, 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.
- (d) "Ship" means any vessel used for the carriage of goods by sea.
- (e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

ARTICLE II

Subject to the provisions of Article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

ARTICLE III

1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to —

- (a) Make the ship seaworthy.

- (b) Properly man, equip and supply the ship.
- (c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

2. Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things —

- (a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.
- (b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.
- (c) The apparent order and condition of the goods.

Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3 (a), (b) and (c). However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within 3 days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

Subject to paragraph 6bis the carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

6bis. An action for indemnity against a third person may be brought even after the expiration of the