

1936 年美國海上貨物運送法

1936 年 4 月 16 日 現收錄於美國法典第 46 卷 附錄第 1300 條至第 1315 條

CARRIAGE OF GOODS BY SEA ACT, 1936 (COGSA)

Act of April 16, 1936, 46 U. S. CODE APPENDIX 1300-1315

1936 US-COGSA

Sec. 1300 Bills of lading subject to chapter

Every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea to or from ports of the United States, in foreign trade, shall have effect subject to the provisions of this chapter.

Sec. 1301 Definitions

When used in this chapter -

- (a) The term "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- (b) The term "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, insofar 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) The term "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) The term "ship" means any vessel used for the carriage of goods by sea.
- (e) The term "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship.

Sec. 1302 Duties and rights of carrier

Subject to the provisions of section 1306 of this Appendix, 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 set forth in sections 1303 and 1304 of this Appendix.

第 1300 條 應適用本章之載貨證券

凡一切載貨證券或類似權利證件，作為美國各口岸運入運出國外貿易之海上貨物運送契約者，依本條例之規定。

第 1301 條 定義

於本條例：

- (a) 「運送人」係指船舶所有人或租傭船人與託運人訂立運送契約之人。
- (b) 「運送契約」係指載貨證券或有關海上貨物運送之類似權利證件，包括租傭船人用以確定運送人與證書持有人間關係而簽發之載貨證券或類似證件。
- (c) 「貨物」係指貨物、器皿、商品及一切物件，然動物及運送契約或載明裝載於甲板上貨物，不包括在內。
- (d) 「船舶」係指用於海上運送貨物之船舶。
- (e) 「運送貨物」係指自貨物裝船時起至卸船為止。

第 1302 條 運送人權利義務

除第 1306 條另有規定外，於海上運送契約，有關運送人對於貨物之裝載、搬移、堆裝、運送、保管、看守與卸載之義務、責任，權利及免責依照下列第 1303 條及第 1304 條之規定。

Sec. 1303 Responsibilities and liabilities of carrier and ship

第 1303 條 運送人及船舶之責任與義務

(1) Seaworthiness

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 cooling chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage, and preservation.

(2) Cargo

The carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

(3) Contents of bill

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) Bill as prima facie evidence

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 paragraphs (3)(a), (b), and (c), of this section: Provided, That nothing in this chapter shall be construed as repealing or limiting the application of any part of chapter 801 of title 49.

(5) Guaranty of statements

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.

(1) 適航性

於發航前及發航時，運送人應盡相當注意：

- (a) 使船舶有安全航行之能力；
- (b) 配置相當船員、設備及船舶之供；
- (c) 使貨艙冷藏室或其他載貨部份，適於安全受載，運送與保存。

(2) 貨物

運送人應適當且謹慎地裝載、搬移、堆裝、運送、保管、看守及卸載貨物。

(3) 證券內容

於收受貨物後，運送人或船長，或運送之代理人，應託運人之請求，應簽發載貨證券記載下列事項：

- (a) 依照託運人於貨物裝載前之書面通知用以識別之主要標誌，該項標誌明顯表示於未經包裝之貨物上，如貨物裝箱或打包，其箱子或包裝上，並使之不易被塗滅，易於識別，以迄航行完成。
- (b) 依照託運人書面通知之包數、件數、分量或重量。

(c) 貨物之表面情狀完好。然如有正當理由認為所通知之標誌、數量、分量或重量，與其所收受之貨物實際情狀，疑其不相符合或無法核對時，運送人、船長或運送人之代理人，得不記載於載貨證券上。

(4) 證券為表面證據

依第 3 條第 1、2、3 項規定所簽發之載貨證券，應為貨物已依照載貨證券記載為運送人所收受之表面證據，然本條例規定不得解作對第 49 編第 801 章任何部份有所修改或限制。

(5) 聲明之保證

託運人關於裝貨時貨物之標示、號碼、數量、重量之通知，對運送人應保證其正確無訛，因通知不正確所致一切喪失毀損及費用由託運人負賠償責任，然運送人對於該項賠償請求權，不得以之限制其對運送契約上之責任與義務，以對抗託運人以外之第三人。

(6) Notice of loss or damage; limitation of actions

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, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading. If the loss or damage is not apparent, the notice must be given within three days of the delivery.

Said notice of loss or damage may be endorsed upon the receipt for the goods given by the person taking delivery thereof.

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.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered: Provided, That if a notice of loss or damage, either apparent or concealed, is not given as provided for in this section, that fact shall not affect or prejudice the right of the shipper to bring suit within one year after the delivery of the goods or the date when the goods should have been delivered.

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.

(7) "Shipped" bill of lading

After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading: Provided, That if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this section be deemed to constitute a "shipped" bill of lading.

(8) Limitation of liability for negligence

Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with the goods, arising from negligence, fault, or failure in the duties and obligations provided in this section, or lessening such liability otherwise than as provided in this chapter, shall be null and void and of no effect. A benefit of insurance in favor of the carrier, or similar clause, shall be deemed to be a clause relieving the carrier from liability.

Sec. 1304. Rights and immunities of carrier and ship

(1) Unseaworthiness

Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless

(6) 貨損通知；訴訟期間

依載貨證券有受領運送貨物權利之人，除於卸載港提貨之前或提貨當時將喪失毀損及其性質，以書面通知運送人或其代理人之外，貨物一經提領，即為運送人已依照載貨證券所載為貨物交付之表面證據；然貨物毀損不顯著者，應於提貨後三日內，以書面通知之。

提貨人得於提貨時，於貨物收受證明上為喪失或毀損之載明，以代通知。

收受時貨物業經共同檢驗或查驗者，得無需為貨物情狀之書面通知。

貨物提取後，或自應提取之日起算，一年內不提起訴訟者，運送人對於喪失或毀損之賠償責任即予以免除。然未依本條規定，將明顯或不顯著之喪失毀損為通知者，託運人於提貨後，或應提貨日起，一年內提起訴訟權利不受影響。

不論喪失毀損已否確實，或有發生喪失毀損之虞時，運送人與受貨人應相互盡力給予對方查驗檢點之便利。

(7) 裝船載貨證券

運送人、船長或運送人之代理人，於貨物裝載後，所填發之載貨證券，應託運人之請求應作成「裝船載貨證券」；託運人已取得其他權利證書者，應於「裝船載貨證券」填發後，交還之該項權利證書，如經運送人、船長或代理人，在貨物裝載後，於其上註明裝載該貨之船名及裝載日期，其效力等同於「裝船載貨證券」。

(8) 過失之責任限制

運送契約記載條款條件或約定，以免除運送人或船舶對於因疏忽或過失或本條例規定應履行之義務而不履行，致貨物喪失毀損之責任者，其條款條件約定不生效力。約定有利於運送人之保險條款，或其他類似之條款，視同免除運送人義務之條款。

第 1304 條 運送人及船舶之權利與免責

(1) 不適航

除運送人未依第 1303 條第 1 項規定，盡相當之注意，使船舶有安全

caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped, and supplied, and to 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 in accordance with the provisions of paragraph (1) of section 1303 of this Appendix. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other persons claiming exemption under this section.

(2) Uncontrollable causes of loss

Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from –

- (a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;
- (b) Fire, unless caused by the actual fault or privity of the carrier;
- (c) Perils, dangers, and accidents of the sea or other navigable waters;
- (d) Act of God;
- (e) Act of war;
- (f) Act of public enemies;
- (g) Arrest or restraint of princes, rulers, or people, or seizure under legal process;
- (h) Quarantine restrictions;
- (i) Act or omission of the shipper or owner of the goods, his agent or representative;
- (j) Strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general: Provided, That nothing herein contained shall be construed to relieve a carrier from responsibility for the carrier's own acts;
- (k) Riots and civil commotions;
- (l) Saving or attempting to save life or property at sea;
- (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;
- (n) Insufficiency of packing;
- (o) Insufficiency or inadequacy of marks;
- (p) Latent defects not discoverable by due diligence; and
- (q) Any other cause arising without the actual fault and privity of the carrier and without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(3) Freedom from negligence

The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault, or neglect of the shipper, his agents, or his servants.

航行能力、配置相當船員、設備、及供應，並使貨艙冷藏室及其他裝貨部份適於安全裝載、運送、保藏貨物者外，因船舶未具安全航行能力所致或引起之喪失、毀損，運送人或船舶不負賠償責任。因船舶未具安全航行能力所致或引起之喪失、毀損，運送人或其他依據本項規定主張免除責任者，應負舉證責任，證明其已盡相當之注意。

(2) 不可抗力之損失原因

因下列事項之一所致或所生之喪失、毀損，運送人或船舶不負賠償責任：

- (a) 船長、船員、引水人或運送人之受雇人，於航行或管理船舶行為之過失或疏失；
- (b) 失火，但運送人實際過失或知情者，不再此限；
- (c) 海上或其他可航行水面上之風險、危險或意外事故；
- (d) 天災；
- (e) 戰爭；
- (f) 公共敵人之行為；
- (g) 統治者或人民之拘捕或禁制或依法扣押；
- (h) 檢疫限制；
- (i) 託運人或貨物所有人或其代理人或代表人之作為或不作為；
- (j) 不論任何原因全部一部之罷工、閉廠、停工或怠工，然本項不得解作免除運送人因自己之行為應負之責任；
- (k) 騷亂及民眾滋擾；
- (l) 救助或意圖救助海上人命或財產；
- (m) 散裝貨或分量之耗損，或其他因貨物之內在瑕疵性質，所致之喪失或毀損；
- (n) 包裝不固；
- (o) 標示不清；
- (p) 雖盡相當注意仍不能發現之隱有瑕疵；
- (q) 非由運送人之實際過失或知情，及運送人之代理人或受雇人之疏失或過失之任何其他原因所致，然舉證責任應由主張免除責任者負擔，以證明喪失毀損之發生並非運送人實際過失或知情，或運送人之代理人或受雇人之疏失或過失所致。

(3) 託運過失

非因託運人或其代理人受雇人之行為、疏失或過失所致運送人或船舶之損害，託運人不負賠償責任。

(4) Deviations

Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of this chapter or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom: Provided, however, That if the deviation is for the purpose of loading or unloading cargo or passengers it shall, prima facie, be regarded as unreasonable.

(5) Amount of liability; valuation of cargo

Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding \$500 per package lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. This declaration, if embodied in the bill of lading, shall be prima facie evidence, but shall not be conclusive on the carrier.

By agreement between the carrier, master, or agent of the carrier, and the shipper another maximum amount than that mentioned in this paragraph may be fixed: Provided, That such maximum shall not be less than the figure above named. In no event shall the carrier be liable for more than the amount of damage actually sustained.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with the transportation of the goods if the nature or value thereof has been knowingly and fraudulently misstated by the shipper in the bill of lading.

(6) Inflammable, explosive, or dangerous cargo

Goods of an inflammable, explosive, or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

(4) 偏航

為救助或意圖救助海上人命或財產而偏航或其他合理之偏航，不得認為違背或違犯本條例或運送契約之規定，如因而發生喪失、毀損者，運送人不負賠償責任。然偏航之目的，係為卸載客貨，則應認為非合理之偏航。

(5) 責任額度；貨物價值

除貨物之性質及價值於裝載前，業經託運人聲明，並載明於載貨證券者外，運送人或船長對於貨物之喪失或毀損，其賠償責任以每件不超過 500 美元為限，非包裝貨物，依照一般運費單位或以同價值之他種貨幣計算。前項限額，經於載貨證券上載明者，具表面證據效力，對於運送人無絕對證據力。

運送人船長或運送人之代理人得與託運人約定另一最高限額，然該限額不得低於第 1 項所規定之限額。無論如何，運送人之賠償責任，以實際損害數額為限。

貨物之性質及價值，因託運人明知且虛偽聲明而載明於載貨證券上者，運送人或船舶，對於貨物之喪失、毀損、或與運送有關之喪失、毀損，不負賠償責任。

(6) 易燃、具爆炸性或危險性貨物

易於燃燒爆炸或有危險性質之貨物，若運送人船長或運送人之代理人知悉，即不同意運送者，得在卸載前之任何時間，任何地點，將其起岸或摧毀，或使之無害，而不負賠償責任；對於因而直接或間接發生損害及費用，該貨物之託運人應負賠償責任。雖明知並同意裝載者，於貨物達危害船舶或貨載之程度時，除共同海損外，運送人亦不負責任，並得將其起岸摧毀或使之無害。

Sec. 1305 Surrender of rights; increase of liabilities; charter parties; general average

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under this chapter, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this chapter shall not be applicable to charter parties; but if bills of lading are issued in the case of a ship under a charter party, they shall comply with the terms of this chapter. Nothing in this chapter shall be held to prevent the insertion in a bill

第 1305 條 權利拋棄；責任之增加；租傭契約；共同海損

運送人得全部或一部拋棄其依本條例規定之權利與免責，或增加其責任與義務，並將拋棄或增加情形，載明於所發之載貨證券上。

本條例之規定，於租傭船契約不適用之，然租傭船人簽發載貨證券時，應依本條例之規定，載貨證券得記載一切有關共同海損之合法條款，對此，

of lading of any lawful provision regarding general average.

本條例不予限制。

Sec. 1306 Special agreement as to particular goods

Notwithstanding the provisions of sections 1303 to 1305 of this Appendix, a carrier, master or agent of the carrier, and a shipper shall, in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness (so far as the stipulation regarding seaworthiness is not contrary to public policy), or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea: Provided, That in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a nonnegotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect: Provided, That this section shall not apply to ordinary commercial shipments made in the ordinary course of trade but only to other shipments where the character or condition of the property to be carried or the circumstances, terms, and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

第 1306 條 特別貨物之特別協議

不論前列第 1303 條至 1305 條規定為何，運送人、船長或運送人之代理人與託運人，針對特種貨物之運送，得訂協議，以任何條款規定運送人於該特種貨物運送之責任與義務及權利與免責，或關於擔保船舶有安全航行能力之義務(關於擔保船舶有安全航行能力之約定，以不違反公共政策為限)或關於其受雇人代理人對於貨物之裝載、搬移、堆存、運送、保管、看守與卸載應有之謹慎注意，然運送人不得填發載貨證券，且將該項特別條款記載於一不得轉讓之證書。

前項規定之協議，應有法律上之效力，然不適用於普通一般商業運輸，並僅限於特種運輸係因運送財物之性質情狀及運送當時之環境、運送條件，足認訂立特種合約為公正且必要者。

Sec. 1307 Agreement as to liability prior to loading or after discharge

Nothing contained in this chapter shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation, or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

第 1307 條 裝船前卸載後責任之協議

裝載上海運送船舶之前，及已自海上運送船舶卸載之後，運送人與託運人對於貨物之喪失毀損之責任，或關於貨物之保管看守與搬移應負之責任義務，得訂立契約條款條件予以限制、保留或免除之。

Sec. 1308 Rights and liabilities under other provisions

The provisions of this chapter shall not affect the rights and obligations of the carrier under the provisions of the Shipping Act, 1916 (46 App. U.S.C. 801 et seq.), or under the provisions of sections 4281 to 4289, inclusive, of the Revised Statutes of the United States (46 App. 181-188) or of any amendments thereto; or under the provisions of any other enactment for the time being in force relating to the limitation of the liability of the owners of seagoing vessels.

第 1308 條 其他條款之權利及責任

運送人依 1916 年船運法(美國修正法律條例第 4281 節至 4289 節)，或其修正案及其他現行法令，給予海船所有人責任限制之所有規定，均不因本條例有所變更。

Sec. 1309 Discrimination between competing shippers

Nothing contained in this chapter shall be construed as permitting a common carrier by water to discriminate between competing shippers similarly placed in time and circumstances, either (a) with respect to their right to demand and receive bills of lading subject to the provisions of this chapter; or (b) when issuing such bills of lading, either in the surrender of any of the carrier's rights and immunities or in the increase of any of the carrier's responsibilities and liabilities pursuant to section 1305 of this Appendix; or (c) in any other way

第 1309 條 競爭託運人間之差別待遇

運送人不得以本條例之規定，對於同樣時間環境內之競爭託運人，就下列事項有所差別待遇：(a)依照本條例，託運人有請求發給載貨證券之權利。(b)照本條例第 1305 條之規定，運送人簽發載貨證券時，載明有關權利拋棄、免責或增加責任義務之事項；(c)1916 年修正船運法所禁止之事項。

prohibited by the Shipping Act, 1916, as amended (46 App. U.S.C. 801 et seq.).

Sec. 1310 Weight of bulk cargo

Where under the customs 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 this chapter, 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.

Sec. 1311 Liabilities before loading and after discharge; effect on other laws

Nothing in this chapter shall be construed as superseding any part of sections 190 to 196 of this Appendix, or of any other law which would be applicable in the absence of this chapter, insofar as they relate to the duties, responsibilities, and liabilities of the ship or carrier prior to the time when the goods are loaded on or after the time they are discharged from the ship.

Sec. 1312 Scope of chapter; "United States"; "foreign trade"

This chapter shall apply to all contracts for carriage of goods by sea to or from ports of the United States in foreign trade. As used in this chapter the term "United States" includes its districts, territories, and possessions. The term "foreign trade" means the transportation of goods between the ports of the United States and ports of foreign countries. Nothing in this chapter shall be held to apply to contracts for carriage of goods by sea between any port of the United States or its possessions, and any other port of the United States or its possessions: Provided, however, That any bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea between such ports, containing an express statement that it shall be subject to the provisions of this chapter, shall be subjected hereto as fully as if subject hereto by the express provisions of this chapter: Provided further, That every bill of lading or similar document of title which is evidence of a contract for the carriage of goods by sea from ports of the United States, in foreign trade, shall contain a statement that it shall have effect subject to the provisions of this chapter.

Sec. 1313 Suspension of provisions by President

Upon the certification of the Secretary of Transportation that the foreign commerce of the United States in its competition with that of foreign nations is prejudiced by the provisions, or any of them, of sections 1301 to 1308 of this Appendix, or by the laws of any foreign country or countries relating to the carriage of goods by sea, the President of the United States may, from time to time, by

第 1310 條 散裝貨物之重量

散裝貨之重量，係依照商業習慣，由運送人或託運人以外之第三者所確定或承認之重量，並載明於載貨證券者，不論本條例有否相反之規定，不得認定運送人已依照載貨證券所記載之重量，為貨物收受之表面證據，亦不得認作託運人對於裝貨時貨物之重量保證其正確無誤。

第 1311 條 裝載前卸載後之責任；其他法律之效力

貨物裝上船前及卸載後，船舶或運送人應負責任與義務，仍適用本附錄第 190 條至 196 條及其他有關法令，本條例不得解作對其有任何變更。

第 1312 條 適用範圍；「美國」；「外國貿易」

本條例適用於國外貿易貨物由美國港口運出或運入之一切海上運送契約。稱美國者：包括美國州有土地及殖民地，在內，但菲律賓進出口海上運輸得立法不適用於菲律賓港口，稱外國貿易者：謂美國港口與外國港口往來運輸，美國港口或其殖民地間貿易之海上運送契約，除以載貨證券為憑或其他權利證書，明白約定依照本條例規定辦理者外，不適用本條例。國外貿易貨物由美國港口運出之海上運送契約之載貨證券，或其他權利證書，應明白記載一切依照本條例規定辦理之字樣。

第 1313 條 總統命規定停效

本條例第一章任何一條之規定，或因外國關於海上貨物運送之法律對於美國國外貿易，對外競爭有不利影響時，經商務部長之證明，美國總統得隨時命令暫時或無限期停止本條例之適用。第 1301 條至 1308 條任何規定

proclamation, suspend any or all provisions of said sections for such periods of time or indefinitely as may be designated in the proclamation. The President may at any time rescind such suspension of said sections, and any provisions thereof which may have been suspended shall thereby be reinstated and again apply to contracts thereafter made for the carriage of goods by sea. Any proclamation of suspension or rescission of any such suspension shall take effect on a date named therein, which date shall be not less than ten days from the issue of the proclamation.

Any contract for the carriage of goods by sea, subject to the provisions of this chapter, effective during any period when sections 1301 to 1308 of this Appendix, or any part thereof, are suspended, shall be subject to all provisions of law now or hereafter applicable to that part of said sections which may have thus been suspended.

Sec. 1314 Effective date; retroactive effect

This chapter shall take effect ninety days after April 16, 1936; but nothing in this chapter shall apply during a period not to exceed one year following April 16, 1936, to any contract for the carriage of goods by sea, made before April 16, 1936, nor to any bill of lading or similar document of title issued, whether before or after such date in pursuance of any such contract as aforesaid.

Sec. 1315 Short title

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

之適用，並得隨時將停止效力之禁令解除之，使各項規定恢復有效適用於一切海上運送契約，停止效力或撤回停止之命令，應定明生效日期，該日期應為自命令公佈日起十日以上。

受本條例約束之一切海上運送契約於有效期內，本條例第 1301 條至 1308 條任何部份，經命令停止效力，依照現行或將來將停止效力部份之法律規定辦理。

第 1314 條 生效日；溯及效力

本條例自通過後九十日生效，然通過前訂立之海上運送契約，及通過前或後因運送契約簽發之載貨證券或類似權利證書，一年內不適用本條例。

第 1315 條 簡稱

本條例定名為「海上貨物運送法」