

1855 年英國載貨證券法

修正有關載貨證券之條例

1855 年 8 月 14 日

【筆者註：本條例業經英國 1992 年貨物運送條例予以廢止】

Bills of Lading Act, 1855

An Act to amend the law with respect to the Bills of Lading

14th August 1855

1855 UK-B/L

WHEREAS, by the custom of merchants, a bill of lading of goods being transferable by endorsement, the property in goods may thereby pass to the endorsee, but nevertheless all rights in respect of the contract contained in the bill of lading continue in the original shipper or owner; and it is expedient that such rights should pass with the property: And whereas it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board, and it is proper that such bills of lading in the hands of a bona fide holder for value should not be questioned by the master or other person signing the same on the ground of the goods not having been laden as aforesaid:

鑑於依商業習慣，貨物所有權併隨載貨證券之背書轉讓，而移轉予被背書人，然載貨證券所表徵運送契約之所有權利，則仍為託運人或船舶所有人所享有；因此，上開權利如能併隨貨物所有權移轉，則較便利；此外，載貨證券上所記載貨物未裝上船之情事經常發生，如該載貨證券為善意且支付對價之人持有時，船長或其他簽發載貨證券之人，應不得以貨物未裝船為由，質疑該載貨證券記載之效力。

1.

Every consignee of goods named in a bill of lading, and every endorsee of a bill of lading, to whom the property in the goods therein mentioned shall pass upon or by reason of such consignment or endorsement, shall have transferred to and vested in him all rights of suit, and be subject to the same liabilities in respect of such goods as if the contract contained in the bill of lading had been made with himself.

第 1 條

載貨證券記載之受貨人或受讓載貨證券之被背書人，若因受貨人之指定或載貨證券之背書轉讓，而取得載貨證券所表彰貨物之所有權，則載貨證券所表彰之運送契約，將視同由其所簽訂，並由其受讓取得與該貨物有關之所有運送契約上訴訟權利及義務。

2.

Nothing herein contained shall prejudice or affect any right of stoppage in transitu, or any right to claim freight against the original shipper or owner, or any liability of the consignee or endorsee by reason or in consequence of his being such consignee or endorsee, or of his receipt of the goods by reason or in consequence of such consignment or endorsement.

第 2 條

任何中止運送權利、或對於原託運人或所有人請求運費之權利、或受貨人或背書人因其成為受貨人或背書人所負之責任、或其因受貨人之指定或背書得收受貨物之權利，並不因本法之規定而受影響。

3.

Every bill of lading in the hands of a consignee or endorsee for valuable consideration, representing goods to have been shipped on board a vessel, shall be conclusive evidence of such shipment as against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped, unless such holder of the bill of lading shall have had actual notice at the time of receiving the same that the goods had not been in fact laden on board:

Provided, that the master or other person so signing may exonerate himself in respect of such misrepresentation by showing that it was caused without any default on his part, and wholly by the fraud of the shipper, or of the holder, or some person under whom the holder claims.

第 3 條

載貨證券為已支付相當對價之受貨人或被背書人持有時，其上有關貨物已裝船之記載，對於船長或其他簽發載貨證券之人而言，為貨物裝船之不可辯駁之證據，儘管該貨物或部份貨物並未裝載上船，惟該持有人於收受載貨證券時，已確實知曉貨物實際上並未裝載上船者，不在此限：

然船長或其他簽發載貨證券之人，得證明其就不實之記載並無過失，且完全係因受託運人或持有人或持有人為其請求之他人之詐欺所致，而免除其責任。