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The Law relating to "Received for Shipment" Bills of Lading.

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If any proof be needed of the well-known fact that the practice of business is sometimes in advance of the theory of the law, this may be found in the difficult position in which the Courts have recently been placed when called on to determine the legal effect of the so-called "Received for Shipment" Bills of Lading. These documents came into existence many years ago, and are now widely used in our overseas trade; but their legal status is by no means clear. At the present time they form the subject of acute controversy in commercial circles, which coincides with a serious divergence of judicial opinion as to their legal effect, with the result that the position occupied by this form of Bill of Lading amongst the operative instruments of commerce has been very much shaken.

The difficulty arises in this way. The law relating to Bills of Lading has been built up round the common or standard form which definitely states that the goods represented by the bill of lading have been "shipped," i.e., that they have been loaded on a named vessel for an ocean transit. The Bills of Lading Act, 1855, contemplates this form and no other. The "Received for Shipment" bill of lading, on the other hand, merely recites that the goods have been delivered to some person, not necessarily a shipowner, for shipment at some future date, either on board a named vessel, or some vessel or vessels to be selected as opportunity occurs. This distinction is one which has far-reaching consequences from the point of view both of the man of business and the lawyer.

The precise date at which "Received for Shipment" bills of lading first came into existence can only be surmised, but it seemed clear that they have been in use for something like half a century. The preamble to the Bills of Lading Act, 1855, seems to negative any likelihood of their being recognized at that date, though even there we find it stated that a practice was growing up of issuing "Shipped" bills of lading before the goods had been placed on board ship. Mr. Carver, Q.C., writing in 1890, stated that bills of lading in the "Received for Shipment" form had been acknowledged for many years,¹ and they would therefore seem to have come into use at a period somewhere between these dates. Their origin was no doubt due to a variety of causes. In the days of sailing ships, it was pos-

¹ *Law Quarterly Review*, Vol. VI, p. 289.

sible to dispatch bills of lading for the cargo by the same ship as that on which it was loaded. The introduction of steam shortened the stay of ships in the port of loading, and it became very difficult to prepare the bills of lading for a cargo consisting of a large number of consignments, in time for dispatch so as to arrive simultaneously with or before the goods. This was a serious impediment to business, as the ship would arrive at its destination and there would be no one who could tender a bill of lading, and so obtain possession of the goods. The shipowner would be forced to land and warehouse the goods till such time as the bill of lading arrived, and in the meantime the consignee would be exasperated by the fact that the goods were there, but he was quite unable to deal with them. Another cause may have been the congestion at ports of loading due to the facilities for transport from the interior, outstripping the available facilities for ocean transport. Cargo would reach the coast in excess of the shipping space then in port, and would be held up. Meanwhile the exporter would be anxious to have a document of title either to transmit to the buyer, or to hypothecate with a bank for the purpose of securing advances. To issue a "Shipped" bill of lading under these conditions would, of course, be highly improper, and it was, no doubt, in order to meet the situation thus created that the "Received for Shipment" bill of lading was first devised. It must also be remembered that in the United States the term "bill of lading" was used in a very elastic sense. It was not confined to documents relating to an ocean transit, but included contracts for the carriage of goods by land. All the different causes probably contributed to render it necessary for some alteration to be made in the form of "bill of lading" in certain cases.

It is somewhat remarkable that until quite recently the use of "Received for Shipment" bills of lading did not give rise to any controversy. Possibly, all the parties concerned were anxious to avoid any discussion of their business or legal effect, but the fact remains that they did not give rise to litigation. Mr. Bateson, writing in 1889,¹ seems to have been the first to call attention to the anomalous position arising from their use, and a year later Mr. Carver drove the point home.² But we find in spite of this, that the Courts allowed these documents to be sued on as though they were bills of lading in the full sense within the Act of 1855.³ It was not till 1920 that the validity of a "Received for Shipment" bill of lading was challenged in the *Marlborough Hill*, a case heard on appeal from Australia by the Privy Council, which will be discussed hereafter. The explanation of this change of attitude is to be found in the altered trade conditions consequent upon the war. The scarcity of shipping, and the general dislocation

¹ *Law Quarterly Review*, Vol. V, p. 424.

² *Ibid.*, Vol. VI, p. 289.

³ See the cases cited by Mr. MacKinnon, K.C., in the *Marlborough Hill* (1921), 1 A.C. at page 446.

of land transit resulting from prolonged hostilities, led to the issue of "Received for Shipment" bills of lading, when there was no reasonable prospect of shipping the goods at any particular time or by any particular vessel. Goods lay for months in warehouses or on quays until their identity was lost, and the unfortunate holder of the bill of lading, instead of getting his goods, found himself only in possession of a claim against his seller probably involving litigation in some foreign court of law. The banks not unnaturally began to refuse to accept "Received for Shipment" bills of lading as security for advances. This had a very deplorable result, as shipowners in some cases allowed themselves to be persuaded by shippers of goods into issuing "Shipped" bills of lading when there was no immediate prospect of loading the goods on board ship. It is believed that this practice, which chiefly prevailed in the Eastern and Australian trades was very soon discontinued. It had come into existence at an earlier date in the cotton trade, but the importers in that instance protected themselves by combining and black-listing shipowners who were parties to it, and by securing an agreement with the principal lines engaged in the transport of cotton, which regulated the use of the so-called "Liverpool Custody Bills of Lading," by providing for an undertaking by the shipowner to load the cotton within 21 days, at most, after sailing of the ship for which the bill of lading was issued, in cases where the loading of the cotton on board the named vessel was prevented by *force majeure*.¹

The question of the continued use of "Received for Shipment" bills of lading was raised at the meeting of the Maritime Law Committee of the International Law Association at The Hague in August, 1921, and was discussed at some length. Sir James Hope Simpson and Mr. W. W. Paine, who represented the British Bankers' Association, put forward a proposal for the total discontinuance of the issue of bills of lading in this form, but withdrew it in view of the strong opposition of the representatives of the cargo owning interests. Eventually a resolution was passed to the following effect:

"That in the opinion of this Association the use of the shipping documents known as 'Received for Shipment' bills of lading and like documents has become, in many cases, a necessity of commerce. This Association is therefore of opinion that the interests concerned should co-operate to remove difficulties which at present attend the use of such documents in the cases in which the necessity for their use is generally recognized."²

The Hague Rules, 1921, only deal indirectly with "Received for Shipment" bills of lading. They do not, as is sometimes supposed, compel anyone to accept them. Rule 7 of Article III,³ provides a means by which the "Received for Shipment" bill of lading can

¹ See Appendix, Form of Bill of Lading Conference Committee Agreement, Liverpool. ² Resolution 5. *Times Trade Supplement* for September 10th, 1921, p. 512. ³ *Ibid*.

be exchanged by the shipper for a "Shipped" bill of lading after shipment, and further enacts that a "Received for Shipment" bill of lading which is subsequently noted by the carrier, master or agent with the name of the ship on which the goods are loaded and the date of shipment is to be deemed to be a "Shipped" bill of lading for the purposes of the rules.

Enough has been said to show that bills of lading in this form have come to stay, and it is therefore a matter of great importance to see what rights and liabilities are acquired by or imposed on persons who issue or take shipping documents of this nature.

It will not be necessary to discuss the matter at length from the point of view of the consignor of the goods. So far as he is concerned, all that is necessary is that he should receive a document which is a recognized document of title. There can be but little doubt that this designation applies to a "Received for Shipment" bill of lading. It would be a bold man who contended that a document in this form is not at the present day one which is "used in the ordinary course of business as proof of the possession or control of goods, or authorizing or purporting to authorize, either by endorsement or by delivery, the possessor of the document to transfer or receive the goods thereby represented."¹

The only matter with which the vendor of goods is seriously concerned is the question whether the tender of a shipping document in this form is a good tender in performance of a contract for the sale of goods by him on c.i.f. terms. This matter is dealt with hereafter in relation to the position of the holder of such a bill of lading and it is therefore not necessary to consider it at this stage.

The shipowner, is, of course, neutral in the controversy. He is not anxious to issue a bill of lading before shipment, as he thereby may incur more or less vaguely defined liabilities in the event of the loss of or damage to the goods before they are put on board, but he is on the other hand desirous of meeting the requirements of shippers, and if the latter demand a bill of lading in this form this will be conceded by the shipowner.

The question really turns on the position of the buyer to whom a bill of lading in this form is tendered in performance of a contract for the sale of goods under a c.i.f. contract. If he can be compelled to accept it, the question becomes very largely academic, as in that case there is no obstacle to the general use of the document in connection with overseas trade. If, on the other hand, he is entitled to reject it, its utility is practically destroyed, as either legislation will be necessary to put a "Received for Shipment" bill of lading on the same footing as a "Shipped" bill of lading, or the usual form of c.i.f. contract will have to be modified.

The duties of a seller under a c.i.f. contract are clearly defined in law. He must first of all, within the time named in the contract,

¹ Factors Act, 1889, sec. 1 (4), and Sale of Goods Act, 1893, sec. 62.

ship the goods ; and secondly, procure *on shipment*, a bill of lading, under which the goods will be delivered at the contractual destination.¹ The question which is most material to the present discussion is what is meant in law by the term " Bill of Lading " in this connection ? The answer is that it must be a contract which can be transferred to the buyer and which will give the latter two rights, namely : (a) to receive the goods and (b) to take proceedings against the shipowner in the event of non-delivery, short delivery, or damage to the goods.² As regards the first requirement there can be no doubt that if the goods have been shipped, the holder of a " Received for Shipment " bill of lading can demand delivery of the goods to him by the shipowner. The difficulty which sometimes arises is a practical one, namely, that of ascertaining the vessel on which the goods have, in fact, been shipped. It may happen that the goods arrive without the consignee being aware of the fact, and this difficulty is emphasized in a case where the holder of the bill of lading is a bank with whom the goods have been hypothecated as security for advances.

Looking at the matter from the lawyer's point of view, it is the second requirement, namely the right to sue the shipowner, which gives rise to a situation of considerable difficulty and complication. In order to appreciate the importance of this point it will be necessary to glance at the rules of law which regulate the rights of the holder of a bill of lading to take proceedings against the shipowner carrying the goods, in cases where goods are either not delivered or else delivered in a damaged condition. Originally at Common Law the only effect of the endorsement of a bill of lading was to pass the property in the goods. The endorser acquired no rights whatever against the shipowner for any breach of the contract of carriage. His only remedy in such a case was to proceed against the person who had sold him the goods. Similarly the endorsement did not transfer any of the liabilities under the contract to the endorsee, so that the shipowner in his turn was thrown back for his remedies on to a right of action against the shipper of the goods. One of the main objects of the Bills of Lading Act, 1855, was to alter this highly inconvenient state of affairs. It provides that every consignee of goods named in a bill of lading, and every endorsee of a bill of lading should acquire and be subject to all rights and liabilities arising under the contract of carriage, provided that in every case the property in the goods shall pass by virtue of the consignment or endorsement to such consignee or endorsee.³ The result is that such persons can now sue and be sued just as if they had originally become parties to the contract of carriage contained in the bill of lading. But the point with which we are now concerned is whether a " Received for Shipment " bill of lading is within the contemplation of this enactment, so as to confer these rights and impose these liabilities on the holder. This depends on the answer to the question

¹ *Landauer v. Craven*, 17 Commercial Cases 193. ² *Hansson v. Hamel*, 26 Commercial Cases 236. ³ Bills of Lading Act, 1855, sec. 1.

whether a document in this form is a bill of lading in the sense in which the term is used in the Act. Closely bound up with this is the further question whether a "Received for Shipment" bill of lading falls within the provisions of the Admiralty Jurisdiction Act, 1861, which gives an auxiliary remedy against the shipowner, or rather against the ship itself, by arresting it and proceeding in the Admiralty Court. Where a bill of lading has been endorsed this auxiliary remedy on the contract is conditional on the possession, by the endorsee, of contractual rights under the Bills of Lading Act, 1855, and these Acts are therefore, in a sense, inter-dependent.¹

As long ago as 1890, Mr. Carver pointed out that it was "open to serious question" whether bills of lading in the "Received for Shipment" form were within the meaning of the Act of 1855. This Act was avowedly based on the famous verdict in the case of *Lickbarrow v. Mason*,² decided in 1794, when such things as "Received for Shipment" bills of lading were unknown. This appears clearly from the preamble to the Act which only envisages bills of lading in the "Shipped form." It presupposes (1) the existence of a binding contract of carriage between the shipper of the goods and the owner of a definitely ascertained ship; (2) the actual shipment of the goods when the bill of lading is issued and (3) an Ocean Transit. It is extremely difficult to reconcile a "Received for Shipment" bill of lading with the intention of the framers of the Act. A bill of lading, in this form, leaves it in doubt: (a) When the goods will be shipped; (b) On what vessel they will be shipped; and (c) Whether the owner of the ship on which the goods are ultimately shipped is a party to the contract which is embodied in the "Received for Shipment" bill of lading. The last point alone may well prove to be an obstacle to the application of the Act to such a bill of lading. The recipient of the goods for shipment, though bound to forward the goods to destination, is under no obligation to do so as agent for the consignor, with the result that the ocean bill of lading may turn out to be a contract which confers no rights either on the seller or the buyer of the goods, as it may prove to be a separate contract between the recipient for shipment and the shipowner. It should further be noted that the ocean bill of lading, under which the goods are actually shipped, cannot be treated as the bill of lading under the Act of 1855, because it does not pass the property to the indorsee of the "Received for Shipment" bill of lading. The latter document is the only one which can be endorsed so as to pass the property, and its endorsement is inoperative to transfer the contract in the ocean bill of lading.

There would therefore seem to be very grave doubt whether a bill of lading in the "Received for Shipment" form is covered by the Act of 1855, and consequently whether a buyer of goods on c.i.f. terms can be compelled to accept it as one of the shipping documents

¹ See Scrutton, *Charter Parties*. Article 77 and Note thereto.

² 2 Term Reports 63.

to be tendered in performance of the contract. It may entitle the buyer to receive the goods, but it gives him no right of action against the shipowner under the Act of 1855. The matter is, moreover, complicated by a serious conflict of judicial opinion. In the case of the *Marlborough Hill*¹ heard by the Privy Council on appeal from the Supreme Court of New South Wales, in December, 1920, the point was taken that a "Received for Shipment" bill of lading was not a bill of lading within the meaning of a statute² which is in identical terms to the Imperial Admiralty Jurisdiction Act, 1861. The further point, whether such a document would fall within the provisions of the Bills of Lading Act, 1855, was not directly in issue; but, as has already been stated, the two questions are so closely connected that they cannot very well be dissociated from one another.

The bill of lading in this case ran to the effect that the goods were received for shipment by the sailing vessel called the *Marlborough Hill* or by some other vessel owned or operated by the Commonwealth and Dominion Line, Ltd., Cunard Line, Australasian Service. It gave the shipowner power to substitute or tranship the whole or any part of the goods by any other prior or subsequent vessel. It was therefore not a contract for the carriage of the goods on a named ship, and it did not admit that the goods had been loaded on board ship. Lord Phillimore in delivering judgment, dealt with the question in this way. He said, "there can be no difference in principle between the owner, master, or agent, acknowledging that he has received the goods on his wharf or allotted portion of quay or his storehouse awaiting shipment, and his acknowledging that the goods have been actually put over the ship's rail. . . . Then as regards the obligation to carry either by the named ship or by some other vessel; it is a contract which both parties may well find it convenient to enter into and accept. The liberty to tranship is ancient and well established, and does not derogate from the nature of a bill of lading, and if the contract begins when the goods are received on the wharf, substitution does not differ in principle from transhipment."³

It must be remembered, in the first place, that a ruling by the Privy Council does not finally determine the matter, for though entitled to the very greatest respect, it is not binding on the English Courts. But in any event it is open to very considerable doubt whether the judgment of Lord Phillimore can be supported on principle. It is submitted with great respect that before a shipping document can be recognized as coming within the provisions of the Bills of Lading Act, 1855, it must relate to an actual shipment on a named ship, and that a mere delivery of goods to some person on land for subsequent shipment is not sufficient. Moreover, the suggested analogy of transhipment seems hardly to be in point. The governing principle is that the voyage must be completed in the

¹ (1921) 1 A.C., p. 444. See a criticism of this case by Mr. R. E. Negus in, *Law Quarterly Review*, Vol. 37, p. 442. ² The Colonial Courts of Admiralty Act, 1890. ³ (1921) 1 A.C., at pp. 451-2.

same ship, and transhipment only becomes permissible (apart from express agreement) when the original carrying ship is prevented by damage or the like from completing the voyage. It is only in this restricted sense that transhipment, unless expressly sanctioned by the contract of carriage, is allowed.¹

In any case the law as laid down in the *Marlborough Hill* has not been followed by the Commercial Court in this country. Shortly after the decision in that case the point came before Mr. Justice Macardie, sitting as Commercial Judge, but on a different set of facts. The case in question (*Diamond Alkali Export Corporation v. Bourgeois*²) involved the consideration of several issues, one of which was whether a bill of lading in the "Received for Shipment" form was one which the purchaser of goods under a c.i.f. contract could be compelled to accept in performance of the contract. The material facts for present purposes were these: The contract was for the sale of 50 tons of soda ash. Shipment was to be September/October, from American Seaboard. Terms of payment were cash against documents under confirmed bankers' credit at London. The price was c.i.f. Gothenburg. The sellers tendered to the buyers a document issued by the Swedish America Mexico Line Ltd., of Gothenburg, the material portions of which ran as follows:

"Received in apparent good order and condition from D. A. Horan to be transported by the s.s. *Anglia* now lying in the Port of Philadelphia and bound for Gothenburg . . . or failing shipment by said steamer in and upon a following steamer." The buyers refused to accept this document upon the grounds (amongst others) that it was not one of the shipping documents which could be tendered by a seller to a buyer in performance of a c.i.f. contract. The argument put forward before the learned judge on behalf of the buyer was that the document was not a bill of lading for this purpose, because: (a) it did not acknowledge the actual loading of the goods on board the named ship, i.e., the s.s. *Anglia*, and (b) that it did not provide for shipment of the goods by any specified ship. Mr. Justice Macardie held that the bill of lading in question was not a bill of lading within the c.i.f. contract of sale made between the parties. His decision was based on two grounds. In the first place he held that he was not bound by the decision in the *Marlborough Hill* case, and declined to follow it. Secondly, he held that a "Received for Shipment" bill of lading was not a bill of lading within the meaning of a c.i.f. contract, inasmuch as it did not fall within the provisions of the Bills of Lading Act, 1855.

Apart from any custom which may be proved to exist, it is submitted that the decision of the learned judge is a correct statement of the law. Reasons have already been given in support of the view: (1) That before a bill of lading can be regarded as one of the shipping documents which the buyer can be compelled to accept under a c.i.f. contract, it must be shown that it is a bill of

¹ Carver: *Carriage by Sea*. 6th Edition, sec. 304. ² (1921) 3 K.B., 433.

lading under the Act of 1855 ; (2) That a " Received for Shipment " bill of lading does not comply with these requirements.

If it were otherwise, the legal position of the parties to the contract would be an impossible one. The holder of the document would have no rights against the shipowner in the event of short delivery or delivery in a damaged condition. Nor would he have any remedy against the master of the ship, because the master does not sign a " Received for Shipment " bill of lading and is therefore not personally liable. The holder would be bound, if he wished to enforce his rights, to take proceedings in the name of the seller ; but this would in most cases mean troublesome and expensive proceedings in a foreign court of justice. The ocean bill of lading would not solve the difficulty, for, as we have seen, the document of title which must be endorsed so as to pass the property in the goods, is the " Received for Shipment " bill of lading, and such endorsement does not transfer any rights under the contract in the " Ocean " bill of lading. Further, the endorsement of the " Ocean " bill of lading is of no avail to transfer to the endorsee any rights against the shipowner, because this endorsement does not pass the property in the goods, so as to bring the provisions of the Bills of Lading Act, 1855, into operation.

There remains the further question whether it would be possible to give in evidence the existence of a custom or usage of merchants by which a " Received for Shipment " bill of lading may be tendered in performance of a c.i.f. contract in the usual terms. It should be noted that in the "*Diamond Alkali*" case there was no finding by the arbitrator either one way or the other as to this. It is, however, indisputable that the practice of business men has for many years been to accept tender of bills of lading in the " Received for Shipment " form as performance of the contract. Whether this practice is sufficiently certain and general to constitute a custom of which the Courts will take judicial notice is a question which has not yet been put to the test and may be open to doubt. It may well be that the serious differences of opinion prevailing in business circles as to the desirability of " Received for Shipment " bills of lading might prevent the custom from being set up. But if the custom could be established it would be very regrettable if effect could not be given to it. It has always been the proud boast of our mercantile lawyers that the law merchant has never failed to keep abreast of developments in commerce, and it is impossible to avoid an uneasy feeling that in this instance the law may have failed to live up to this standard.

It is no doubt correct to say that business is not always dependent on legal theory, and that in practice the points which have been discussed do not arise. The law may be concerned with the pathology of commerce, but nevertheless it may become a matter of difficulty to procure finance for business transactions in cases where the legal rights of the financiers are a matter of doubt.

It is not an easy matter to suggest a remedy. So far as the merchants are concerned they can (if they are sufficiently powerful to get their own way) enter into some arrangement such as that contained in the form of agreement of the Bill of Lading Conferences Committee, Liverpool,¹ which provides for shipment within a specified time after arrival of the goods at the port of loading. The Hague Rules, 1921,² do not carry the matter very far. They only confer a right on the *shipper* to demand a "Shipped" in exchange for a "Received for Shipment" bill of lading, and if the shipper, who may be domiciled in a foreign country, does not choose to avail himself of this right the buyer of the goods is not in any way better off. Mr. Justice Macardie hinted in the "*Diamond Alkali*" case at the possibility of legislation to enlarge the scope of the Bills of Lading Act, 1855, so as to cover "Received for Shipment" bills of lading, and in this connection some such scheme as that suggested by Mr. Carver in 1890³ for bringing the "Received for Shipment" and the "Ocean" bill of lading into line, might be adopted. This would give a buyer who holds both the "Received for Shipment" and the "Ocean" bills of lading for the goods all the rights given to the holder of a "Shipped" bill of lading by the Act of 1855, provided that the property in the goods has passed to the buyer by virtue of the "Received for Shipment" bill of lading. If the commercial community can come to some agreement amongst themselves as to the extent to which these documents are to be recognized, a great step in advance will have been made; but in the present condition of affairs it would seem to be difficult to deal with the matter by legislation, and, meanwhile, seeing that the bankers are not favourably disposed towards "Received for Shipment" bills of lading, it may be that buyers under c.i.f. contracts will have to take steps to protect their interests by framing their contracts so as to provide for delivery to them of a "shipped" bill of lading, unless all parties concerned are content to leave matters as they stand at present, as may, perhaps, be the case.

APPENDIX.

LIVERPOOL BILL OF LADING CONFERENCE COMMITTEE AGREEMENT.

1. No Bill of Lading is to be signed unless the Cotton itself is actually delivered to us, or to the Captain, or to our authorized Agent in the port of shipment.
2. All Bills of Lading will be signed either by ourselves, or by the Captain, or by our authorized Agents. In the latter case their signature to be prefaced by the words "By authority of the Owners" which will clearly establish our responsibility.
 - (a) A Port Bill of Lading is to be marked as a "Port Bill of Lading issued under agreement with the Liverpool Bill of Lading Conference Committee," and is on no account to be issued unless the vessel for which it is signed is in port.

¹ See Appendix. ² Article III, under 7. Hague Rules, 1921. *Times Trade Supplement* for September 10th, 1921, p. 512. ³ *Law Quarterly Review*, Vol. VI, p. 289.

Except in cases of *force majeure*, strikes or other unavoidable and unforeseen events, all Cotton for which a Port Bill of Lading is issued will be actually put on board within ten days from date of such Bill of Lading. If the Cotton or a portion of it is unavoidably shut out from the Vessel for which the Port Bill of Lading has been issued in good faith, such shut out Cotton will be shipped by next following Vessel, but on no account later than twenty days after sailing of the Steamer for which the Bill of Lading is issued.

(b) A Custody Bill of Lading is to be marked as a "Custody Bill of Lading issued under agreement with the Liverpool Bill of Lading Conference Committee" and may be issued before arrival of the vessel in port, and it is to contain the Clause :—

"Substitution of another Vessel of different Ownership is only permissible in case the named Vessel is lost, or in case of accident, or other unforeseen events of *force majeure*."

We undertake to furnish a Master's Receipt within three weeks from date of such Bill of Lading, proving that the Cotton has been actually shipped within that time. Such Master's Receipt is, however, not intended to take the place of the original Bill of Lading, nor shall it in any way modify the rights of the holder of such Bill of Lading against ourselves or in respect of the property.

3. All Bills of Lading will be numbered consecutively, starting on the 1st January of each year, from each shipping port with No. 1 and adding the year. Port Bills of Lading and Custody Bills of Lading to be numbered separately thus :—

New York Port Bill of Lading.....No. 1—1911.

New York Custody Bill of Lading..... No. 1—1911.

Savannah Port Bill of Lading..... No. 1—1911.

Savannah Custody Bill of Lading..... No. 1—1911.

4. Except in cases of *force majeure*, strikes or other unavoidable and unforeseen events, all Cotton shipped on Through Bills of Lading will be actually put on board the carrying Vessel within twenty-one days from the date of its arrival at the Port of Shipment. In all cases where the receipt for the Cotton is signed by the authorized Agent instead of the Captain, the signature will be prefaced by the words "By authority of the Owners." If called upon by the Liverpool Bill of Lading Conference Committee the Agent must produce proof of such authority.