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The bill of lading in practice

How a bill represents the goods without proving ownership, shipment dates and on-board notations, clean and claused bills, standard clauses, the number of originals and reissuing, under the Turkish Commercial Code, the Hague-Visby Rules and UCP 600

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SHORT ANSWER

A bill of lading is a document of title: it entitles its lawful holder to take delivery, but who owns the goods is decided by the sale contract. Under a letter of credit, the shipment date is the date of a dated on-board notation if there is one, otherwise the issue date; a "received for shipment" bill always needs the notation. Backdating a bill, or issuing a clean bill for damaged cargo against an LOI, is treated as fraud. The carrier must add a reservation for particulars it cannot check or suspects are wrong (Turkish Commercial Code art. 1239), and banks accept SLAC and STC entries (UCP 600 art. 26). To amend, switch or split an issued bill, the full set must first be returned to the carrier.

A short note first

This page is for information only and is not legal advice. What a bill of lading means in a given case depends on its terms and conditions, the law that applies and, where there is one, the wording of the letter of credit. In a real transaction, follow the carrier's terms and your bank's instructions, and take advice from a shipping lawyer if a dispute is possible.

First, a distinction: the bill represents the goods, not their ownership

This page assumes you already know the types of bill of lading, its fields and the ways cargo is released. Those basics are covered on the Bill of lading page, which also has a decision table for choosing a release method according to the payment terms and whether the goods will be sold in transit. Here we look at the details that raise the most questions in day-to-day operations: dates, notations, clauses, the number of originals, and reissuing a bill.

Under the Turkish Commercial Code (TTK), a bill of lading shows that a contract of carriage has been made and that the goods have been received or loaded on board. The carrier is bound to deliver the goods only against presentation of the bill (art. 1228). The lawful holder of the bill is entitled to take delivery (art. 1230). Handing the

bill to the person entitled to it has the same effect as handing over the goods; at this point the Code refers to the possession and pledge provisions of the Turkish Civil Code (arts. 957 and 980) (art. 1234). This is why the bill is called a **document of title** in English: a negotiable document that represents the goods.

Holding the bill, however, does not make you the owner of the goods. The bill represents possession of the goods and the right to take delivery. Who owns the goods, and from when, depends on the sale contract and the law that governs it. Under the English Sale of Goods Act 1979, for example, property passes when the parties intend it to pass (s. 17), and where the bill of lading is made out to the seller's order, the seller is presumed to have reserved the right of disposal (s. 19). Neither Incoterms nor the Vienna Sales Convention settles ownership either; see The sales contract and the CISG.

Question	What decides it?	Basis
Who takes delivery at destination?	The lawful holder of the bill. If several originals were issued, the lawful holder of any one original.	TTK art. 1230
Which terms apply against the carrier?	Between holder and carrier, the bill of lading; between the charterer or shipper and the carrier, the contract of carriage.	TTK art. 1237
Who is treated as having issued the bill?	Whoever signs it as carrier or in their own name is treated as the carrier. If the carrier is not identified, the shipowner is treated as the carrier.	TTK art. 1238
Who owns the goods?	The sale contract and the law that governs it. If you want to keep ownership until you are paid, write a retention of title clause into the contract.	Sale contract

The distinction matters for a house bill (HBL) issued by a forwarder in its own name: a forwarder that signs as carrier stands in the carrier's shoes towards the cargo interests. The difference in liability between acting as agent and as carrier is explained in Agent or carrier?.

Dates: issue date, shipment date and the on-board notation

A bill of lading can carry several dates: the date of issue, the date the goods were received, and the date of the on-board notation. For the letter of credit and the sale contract, the date that usually matters is the **shipment date**, not the date the ship sailed. The list of contents in TTK art. 1229 likewise names the date of receipt and the place and date of issue, not the sailing date.

- **Shipped on board bill:** carries the date the goods were actually loaded. If loading takes several days, the date loading was completed is used.
- **Received for shipment bill:** carries the date the carrier took the goods into its charge, which can be earlier than loading. For containerised cargo, bills issued at a loading depot are usually of this type. The Code treats such a bill as a shipped bill once the time of loading and the name of the ship are noted on it (TTK art. 1228; Hague-Visby Rules art. III(7)).
- **Under a letter of credit:** UCP 600 art. 20(a)(ii) deems the date of issue to be the date of shipment, unless the bill carries a dated on-board notation, in which case the date of the notation is the date of shipment.

When a notation is needed is set out in detail in the ICC Banking Commission's 2010 recommendation on on-board notations. In summary:

What does the bill say?	Is a dated on-board notation needed?	Date treated as shipment date
Pre-printed "received for shipment"	Yes, always	Date of the notation
Pre-printed "shipped on board"; no means of pre-carriage shown	No, even if the place of receipt differs from the port of loading	Date of issue
Pre-printed "shipped on board"; a means of pre-carriage (truck, rail) shown	Yes, naming the vessel and the port of loading	Date of the notation
Vessel shown as "intended vessel"	Yes, with the date and the name of the vessel actually used	Date of the notation
Port of loading shown as "intended"	Yes, with the port, date and vessel; alternatively the word "intended" is deleted and the deletion authenticated by the carrier or its agent	Date of the notation

The recommendation does not deal with whether the notation must also be signed or initialled, so ask in advance what the credit and your bank expect. Unless the credit says otherwise, original transport documents must be presented no later than 21 calendar days after the date of shipment, and in any case within the validity of the credit (UCP 600 art. 14(c)). The shipment date is therefore also the start of the presentation period.

Ante-dating and post-dating

When the latest shipment date in a credit is about to be missed, someone may ask for the bill to be dated a few days earlier. That is not a matter of flexibility. According to publications by P&I clubs and by the liability insurer of transport intermediaries, knowingly backdating a bill to meet a credit's shipment date is fraud, and moving the date by two or three days does not change that. A letter of indemnity (LOI) given in return offers no protection because it supports a fraud, and P&I rules may exclude liability arising from wrongly dated bills. Under the sale contract, a wrongly dated bill can also entitle the buyer to reject the documents. If loading is going to be late, the right course is to ask the buyer to extend the latest shipment date and the expiry of the credit.

Clean and claused bills: when and how is a bill claused?

If the carrier knows, or has reasonable grounds to suspect, that the description, marks, number, weight or quantity stated in the bill are inaccurate, or has no means of checking them, it must add a **reservation** saying so. If the carrier does not state the apparent condition of the goods, they are taken to have been received in apparently good condition (TTK art. 1239). The Hague-Visby Rules follow the same approach: the bill is prima facie evidence that the goods were received as described, and once it has been transferred to a third party in good faith the carrier may not prove otherwise (art. III(3) and III(4)).

Two things follow. For the carrier, clausing is not a choice but a duty to record the facts. And a clean bill gives the buyer and the bank strong protection, because the defence "the goods were already damaged" is closed off against a holder in good faith.

- **What is clausable:** P&I club guidance says the master is expected to record defects a reasonable non-expert would see: torn packaging, wetting, rust, dents. A separate survey report is not adequate clausing on its own;

it can stand in only if it is attached to every bill and its pages are numbered as part of the bill.

- **Mate's receipt:** defects noted at loading are first written on the mate's receipt and carried over to the bill from there. Its role is explained in Original sets, endorsement and switch bills.
- **Banks:** under UCP 600 art. 27 banks accept only a clean transport document, meaning one with no clause expressly declaring a defective condition of the goods or their packaging. The word "clean" need not appear on the document, even if the credit asks for a "clean on board" bill.

When an LOI is offered for a clean bill

The most common pressure in practice is "issue a clean bill for the damaged cargo and we will give you a letter of indemnity". The English courts have held that issuing a clean bill despite a known defect is a fraud on the receivers and that an indemnity given for that purpose cannot be enforced. P&I clubs also stress that such an LOI does not restore the cover that has been lost. TTK art. 1241 reaches a similar result: the shipper's promise to indemnify the carrier for issuing a clean bill is void against third parties acting in good faith. If the carrier intends to deceive third parties, the promise is void between the parties as well, and the carrier then cannot rely on the limits of liability in art. 1186 against third parties who relied on the bill.

In our experience the right course for an exporter is to solve the problem before loading: replace or repack damaged packages, look at the wording of the proposed clause, and discuss with the carrier whether it reflects the facts. If a clause cannot be avoided in a letter of credit transaction, tell the buyer and the bank at once; because the documents will be discrepant, payment will only go ahead if the buyer accepts the discrepancy.

FCL: SLAC, STC, deck and weight entries

That "said to contain" and "shipper's load and count" do not make an FCL bill claused is explained in What does "said to contain" mean in FCL?. Here we look at what these entries mean for banks and for liability.

- **Banks accept them:** UCP 600 art. 26(b) treats a transport document bearing clauses such as "shipper's load and count" and "said by shipper to contain" as acceptable. They are not a discrepancy under a credit.
- **On deck:** under art. 26(a) the transport document must not indicate that the goods are or will be loaded on deck. A general clause stating that they may be loaded on deck is acceptable. If you are shipping cargo that will travel on deck, for example on a flat rack or in an open top, make sure the credit allows it. Describing deck cargo as under-deck cargo, or leaving out the on-deck reference, is listed by the liability insurer of transport intermediaries as a practice to avoid.
- **Liability for deck cargo:** TTK art. 1244 takes live animals and goods carried on deck outside the mandatory rule that forbids clauses reducing the carrier's liability. For deck cargo, read the bill's terms separately and arrange your cargo insurance accordingly.

Weight and quantity: whose responsibility?

The marks, number of packages, quantity and weight on the bill are based on the shipper's written declaration. Under the Hague-Visby Rules the shipper is deemed to have guaranteed their accuracy and must indemnify the carrier for losses caused by inaccuracies (art. III(5)). Under TTK art. 1145 the charterer and the shipper must give

complete and accurate information about the goods and are liable to the carrier for loss caused by inaccurate statements; towards other injured parties the Code makes liability depend on fault. If the carrier cannot check the figures or doubts them, it adds a reservation such as "weight unknown".

The weight on the bill is a separate entry from the container's verified gross mass (VGM), which is declared separately before loading under SOLAS; see VGM: verified gross mass. In our view the soundest practice is to fill in the weights on the bill, invoice, packing list and VGM declaration using the same definition (gross, net, tare) and the same source. For how stating the number of packages affects the limit of liability, see Why the number of packages matters.

Clauses on the reverse and short-form bills

The face of the bill describes the cargo; the reverse, or the standard conditions it refers to, sets the rules of the contract of carriage. Most of these terms differ from carrier to carrier, but some clauses have become standard across the industry:

Clause	What it does	What it means for cargo interests
Paramount clause (Clause Paramount)	Sets which international liability regime applies. BIMCO's General Paramount Clause 1997 applies the Hague-Visby Rules as enacted in the country of shipment; failing that, the corresponding legislation of the country of destination; failing both, the Hague-Visby Rules themselves, unless the Hague Rules are compulsory, in which case those apply.	It decides the limits within which the carrier is liable. The clause also contains provisions excluding the carrier's liability before loading, after discharge, for deck cargo and for live animals; these may not be upheld in every country.
Himalaya clause	Extends the carrier's defences and limits of liability to its servants, agents and independent contractors (for example stevedores and terminals). There is a joint wording by BIMCO and the International Group of P&I Clubs.	A claim brought directly against a terminal or stevedore, bypassing the carrier, meets the same limits.
Both-to-blame collision clause	In a collision where both ships are at fault, a situation that can arise under US law, it preserves the carrier's Hague-Visby protection for errors in navigation by giving it a contractual indemnity from the cargo interests.	Part of what cargo interests recover from the other ship after a collision may indirectly flow back to the carrier.
General average clause	States the rules under which general average will be adjusted. TTK art. 1244 expressly allows general average clauses in bills of lading.	When general average is declared, cargo interests are asked for security. See General average.
Law and jurisdiction (or arbitration) clause	Sets the governing law and where disputes will be heard.	Decides where a cargo claim must be brought. See Why do the English courts hear so many cases?
Incorporation of a charterparty	In a bill issued under a charterparty, brings the charter terms into the bill.	Under TTK art. 1237, a copy of the charterparty must then be given to the new holder on transfer, and the charter terms can be relied on against the holder.

Limits on clauses: the carrier cannot write whatever it likes on the reverse. TTK art. 1243 makes void any clause that removes or reduces in advance the carrier's obligations under the Code, while clauses that increase liability are valid. Hague-Visby art. III(8) takes the same approach. TTK art. 1244 lists the exceptions: live animals,

deck cargo, special agreements outside ordinary commercial shipments, and the periods before loading and after discharge.

Short-form (blank-back) bills: some bills have a blank reverse; the terms of carriage are not printed on the document but incorporated by reference, usually to the carrier's standard conditions. UCP 600 art. 20(a)(v) accepts such a document and states that banks will not examine the contents of the terms and conditions. In other words, the bank does not read the terms; you are the one bound by them. In our view, when working with a carrier or forwarder for the first time, ask for and read the referenced conditions in advance.

Number of originals, full set and delivery: what does 3/3 mean?

The carrier issues the shipped bill in as many originals as the shipper requests. All originals carry the same text and the bill states how many were issued (TTK art. 1228). "3/3" or "full set" means three originals were issued and the whole set is in hand. How endorsement and transfer work is explained in Original sets, endorsement and switch bills.

The Turkish Code sets out the practical consequences of multiple originals in detail:

- **Delivery:** where several originals were issued, the goods are delivered to the lawful holder of a single original (art. 1230), against return of that original with a note that the goods have been received (art. 1236). Once delivery is made against one original, the others become void.
- **Several holders:** if several lawful holders apply at the same time, the master refuses all of them, places the goods in a public warehouse or other safe place and notifies the holders (art. 1231). If conflicting rights are claimed before delivery, the holder of the original that was endorsed and handed over first is preferred (art. 1235).
- **Shipper's instructions:** under an order bill, the shipper's instructions about the goods (for example taking them back or having them delivered to someone else) can be carried out only if all originals are returned (art. 1232). If part of the set is in other hands, this route is closed.
- **Letter of credit:** under UCP 600 art. 20(a)(iv), the full set as stated on the bill, or the sole original if only one was issued, must be presented to the bank.

In our view the riskiest habit is sending one original of the set straight to the buyer, or with the goods, "for convenience". Because the law allows delivery against a single original, whoever holds it can collect the cargo without waiting for the set at the bank, and under a letter of credit the full-set requirement can no longer be met. For what to do when an original is late or lost, see Delivery without the original bill of lading: LOIs and bank guarantees.

Amendments, switch bills and split bills: the rules for reissuing

Before issue: approve the draft. In container shipping the bill is prepared from the shipper's shipping instructions. In the process described by DCSA, the association that publishes common digital standards for container shipping, the shipper submits instructions, the carrier publishes a draft, the shipper approves it and only then is the document issued. If the draft is not approved in time, the carrier may approve it itself and issue

the document. A correction made before issue is handled by updating the instructions; this is the cheapest and safest stage.

After issue: the set comes back first. Changing an issued bill really means issuing a new document. Under the same standard, an electronic bill to be amended is first surrendered to the carrier, the old record is voided and a new document is issued. For a paper bill, the equivalent is returning the full set to the carrier. In our experience carriers usually charge a separate fee for amendments after issue; check the tariff in advance.

Request	What may change	What must not change	Precondition
Amendment	Fields such as a misspelt party name, an address or the notify party	The actual shipment date, vessel, port of loading, description of goods and quantity	Return of the full set if the bill has been issued
Switch bill	Shipper, consignee, notify party; for a legitimate reason, the port of discharge	Port of loading, shipment date, description of goods and quantity	Return and cancellation of the whole first set; often an LOI countersigned by a bank
Split bills	Division of the quantity over several bills, and the receivers	Total quantity, description of goods, shipment date, ports of loading and discharge	Return and cancellation of the whole first set; a reference to the cancelled set on each new bill

- **Two sets must never circulate at once.** The liability insurer of transport intermediaries describes issuing a second set of originals before the first has been retrieved as the most dangerous practice. With two sets in circulation for the same cargo, a misdelivery claim becomes almost unavoidable, and such claims usually fall outside P&I cover.
- **A switch does not change the facts.** The legitimate reasons for a switch bill are covered on the bill of lading page. The one point to stress here: changing the port or date of loading to hide origin or a delay turns the document into a tool for deceiving a third party. According to P&I guidance, cover for misdelivery claims will nearly always be prejudiced in switch transactions, and arrangements made to deceive a third party may be unenforceable.
- **Split bills.** These are requested when the cargo is sold to several buyers during the voyage. The quantities on the new bills must add up to the quantity on the original bill. Where the carrier has no obligation to issue them, taking a letter of indemnity from the party asking for them is recommended. In some transactions, instead of splitting the bill, a separate ship's delivery order is issued for each receiver.

Checklist before you sign or go to the bank

The list of The most common bill of lading mistakes on the bill of lading page covers description, date, freight and party errors. The list below does not repeat them; it brings together what to check when approving the draft and before presenting documents to the bank.

Check	What to look for	Basis
Carrier and signature	Is the carrier clearly named? If an agent signs, is it clear on whose behalf?	UCP 600 art. 20(a)(i); TTK art. 1238

Check	What to look for	Basis
Issuer	Unless the credit says otherwise, the document may be issued by a party other than the carrier, provided it meets the rules for transport documents.	UCP 600 art. 14(l)
Shipper	The shipper on the bill need not be the beneficiary of the credit. If the credit asks for a particular shipper, follow it.	UCP 600 art. 14(k)
Shipment notation and date	Is there a dated on-board notation where one is needed? Is the date on or before the latest shipment date in the credit?	UCP 600 art. 20(a)(ii); the date table on this page
Vessel and ports	Has any "intended" wording been dealt with? If there is transhipment, does one bill cover the whole carriage?	UCP 600 art. 20(a)(ii) and 20(c); ICC 2010 recommendation
Clauses	Is there any entry declaring a defect in the goods or packaging? SLAC and STC entries are not a problem.	UCP 600 arts. 26(b) and 27
Deck	Does the bill say the goods are loaded on deck? If so, does the credit allow it?	UCP 600 art. 26(a)
Packages, quantity and weight	Consistent with the invoice, packing list and VGM? Is the number of packages stated?	Hague-Visby art. III(3) and III(5); TTK art. 1145
Number of originals	Does the bill state how many originals were issued, and do you hold the whole set?	TTK art. 1228; UCP 600 art. 20(a)(iv)
Reverse and conditions	If the reverse is blank, have you read the conditions it refers to? Is a charterparty incorporated?	UCP 600 art. 20(a)(v); TTK art. 1237
Presentation period	Will the documents reach the bank within 21 days after shipment and before the credit expires?	UCP 600 art. 14(c)

With an electronic bill of lading, issuing, endorsing and surrendering happen on a platform instead of on paper. For the legal framework, see Digital logistics and the electronic bill of lading (eBL).

Where to go next in the guide

- Types of bill, fields and release methods: Bill of lading
- When the original is late or lost: Delivery without the original bill of lading: LOIs and bank guarantees
- Bill of lading, sea waybill, AWB, CMR and CIM side by side: Transport documents compared
- The letter of credit process and document errors: Payment methods and letters of credit
- Electronic bills and MLETR: Digital logistics and the electronic bill of lading (eBL)
- Protecting yourself against forged bills and document fraud: Fraud in trade and logistics
- Disputes, jurisdiction and leading cases: Maritime law and disputes

Which courses cover this topic?

In the curricula we reviewed, transport documents and the bill of lading are a separate course in 3 programmes and part of another course in 24. A few examples:

- İzmir University of Economics — Logistics Management (bachelor's) — Documentation in Logistics (LOG 208)
- Gaziantep University, Oğuzeli Vocational School — Logistics (associate degree) — Logistics Document Management (OMLP142)
- Ministry of National Education (Türkiye) — Transport Services, Logistics branch (vocational high school) — Logistics Documents
- Kastamonu University — International Trade and Logistics (bachelor's) — Commercial Documents and International Trade Documents (AİS007), as part of the course
- SUNY Maritime College — B.S. in International Transportation and Trade (bachelor's) — Import/Export & Traffic Management (GBTT 453), as part of the course
- Irish International Freight Association (FIATA-accredited) — FIATA Diploma in Freight Forwarding (certificate) — Sea Freight, as part of the course

Test yourself

1. A bill with the pre-printed words "received for shipment" has no dated on-board notation. What happens if it is presented to the bank? *(Answer: It does not evidence shipment, so it is discrepant under the credit. A bill of this kind always needs a dated on-board notation, and the shipment date is the date of the notation.)*
2. The latest shipment date in the credit is 10 March. Loading will be completed on 12 March. The buyer says "have the bill dated 10 March". What should you do? *(Answer: Refuse. Knowingly backdating a bill is fraud. Ask for the dates in the credit to be extended.)*
3. A bill was issued 3/3; one original was couriered to the buyer and two are at the bank. Can the buyer collect the cargo without paying? *(Answer: Yes, that risk exists. The law allows delivery to the lawful holder of a single original, so sending part of the set straight to the buyer defeats the bank's security.)*
4. Will a bank accept a blank-back bill, and who reads the terms? *(Answer: It will; UCP 600 says banks do not examine the contents of the terms and conditions of carriage. Because the cargo interests are bound by them, you need to read the referenced conditions yourself.)*

Frequently asked questions

Is a bill of lading proof of ownership?

No. It is a document of title that represents the goods: it entitles its lawful holder to take delivery, and transferring it has the same effect as handing over possession of the goods. Who owns the goods, and from when, depends on the sale contract and the law that governs it.

Does it matter whether the bill says "shipped on board", "loaded on board" or just "on board"?

Banks look not at the exact words but at whether the document shows that the goods were loaded on a named vessel at the stated port of loading (UCP 600 art. 20(a)(ii)). The words that follow the pre-printed phrase can change whether a dated notation is needed, for example a statement that "on board" refers to an inland conveyance.

If a bill is issued a few days after the ship sails, what is the shipment date?

Without a dated on-board notation, UCP 600 treats the issue date as the shipment date. For a late-issued bill to show the real shipment date, it must carry a dated on-board notation. That date must be the actual loading date, not the sailing date or a date someone would prefer.

Can I give an LOI in return for a clean bill for damaged cargo?

You should not. Issuing a clean bill despite a known defect is treated as a fraud on the receivers; an indemnity given for that purpose may be unenforceable and does not restore the carrier's P&I cover. Under TTK art. 1241 such a promise is void against third parties acting in good faith in any case.

Can the dates on the HBL and the MBL differ?

In our view, if both documents describe the same physical loading, the shipment date should be the same. A difference usually arises when the HBL is issued at the warehouse as "received for shipment" and never gets an on-board notation. If the document presented to the bank is the HBL, it needs a dated on-board notation and the name of the actual vessel.

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