



제8장 Documents



유 하상

3-1. Nature of Contract

■ Agreement on General Terms and Conditions of Business p.166

A Bill of Lading is a document signed and delivered by the master or agent of a ship to the shipper against the goods loaded on board or delivered for shipment.

The shipper obtains a bill of lading from the steamship company against the mate's receipt, which is signed by the first or chief mate of the steamer, by which he acknowledges having received on board the cargo specified.

In foreign trade the bill of lading is one of the most important documents, because it is (1) a receipt of the goods delivered to the carrier, (2) a contract between the shipper and the steamship company for the carriage of the goods, (3) an instrument representing the title or ownership of the cargo, and (4) a basic document for collateral security in financing shipment.

Obtain : 손에 넣다, 획득하다.

Acknowledge : 인정하다. 승인하다.

Collateral security 2차적 담보

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1.2.1 Shipped Bill of Lading

This type is a bill of lading which is issued only after the loading of the merchandise on board the steamer mentioned in the bill of lading has been completed, as the first clause of the B/L begins with "SHIPPED" in apparent good order and condition, by Shipper's Name on board the ship "x x x."

This is a normal and ordinary type of B/L sufficient to meet the requirements of negotiation bank when the shipper draws drafts through it.

In the U. S. A. this types of bill of Lading is termed "on board" bill of lading.

부지약관 : said to contain. Unknown clause

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1.2.2 Received Bill of Lading

Contrary to "Shipped bill of lading, when a bill of lading begins with RECEIVED for shipment in apparent good order and condition....." it is termed "Received for shipment." or "Delivered for shipment" bill of lading, which will not meet the requirements of bankers for the negotiation of the documentary draft, in case clearly written on letters of credit as "Shipped" or "On Board" bill of lading required."

In order to meet their requirements, this type of bill of lading may be changed into "On Board Endorsement" or "On Board Notation" bill of lading, with the notation or endorsement signed by the steamship company, reading as under;

"We certify that the goods described herein were loaded on board the vessel named herein at the port specified in this Bill of Lading on or before the date of this endorsement; Dated....." *or* simply "Loaded on board; Dated....."

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1.2.3 Clean and Foul Bill of Lading

A Clean bill of lading is the usual one with the beginning clause of "in apparent good order and condition..." which signifies that the steamship company is not responsible for the conditions of the contents of the packages.

A Foul bill of lading is incomplete bearing such remarks or exceptions as "2 cases short in dispute," "One bundle loosened," or "Rain work 2 b/s wet."

Of course, a foul bill of lading is not a desirable document, because a bill of lading with such remarks will not usually meet the conditions set forth in a letter of credit.

A document called a Letter of Indemnity or Letter of Guarantee signed by the shipper may be given to the steamship company in order to make up for the above mentioned inconvenience, holding the company harmless against issuing a clean bill of lading for shipments in foul condition.

The Letter of Indemnity contains the following words;

Signifies : 의미하다.

Exception :

Bearing : 태도, 취향, 의지

Exceptions : 예외, 이의

Inconvenience : 불편, 불편을 주다

to make up : 보충하다. 부족을 메우다

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"In consideration of your issuing us clean Bill of Lading for the under-mentioned goods, for which exceptions have been inserted in the relative Mate's Receipt as indicated below, we, the undersigned, hereby undertake and agree to pay, on demand, any claims that may arise on the goods made by the consignee, or by any person to whom the documents are endorsed, and also to indemnify you against all consequence arising therefrom."

This practice of resorting to the letter of indemnity is, however, never to be recommended.

In consideration of :~을 고려하여, 참작하여
The undersigned (아래의) 서명자

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1.2.4 Through Bill of Lading

This is issued by a steamship company in conjunction with any other railroad companies.

It covers the shipment from a port in a certain country to an interior point in a foreign country, which may invoice more than two or more carriers, steamship companies, foreign railroad or railroads.

in conjunction with : ~와 함께, ~와 협력하여, ~에 관련하여

Invoice : 화물을 적송하다. 실어 보내다

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1.2.6 Order and Straight Bill of Lading

An Order bill of lading is issued to the order of the shipper or consignor, and a Straight bill of lading is the one issued in the name of the consignee.

This difference is important on the value of the bill of lading as a collateral security for the exporter's drafts.

When drawn "to order," the bill of lading becomes a negotiable instrument.

After endorsing this order bill of lading "in blank," the title to the goods vested in the bill of lading can be transferred to any one who acquires it legally.

The straight bill of lading is issued in the name of a specified consignee, and it is, therefore, interpreted that there is no intention of the shipper to transfer the ownership of the goods to any one but the consignee.

Such a document may not be negotiable in the United States, because a straight bill of lading has been rendered nonnegotiable by the Bill of Lading Act of 1917, whereas the Commercial Code of Korea states that a straight bill of lading may be transferred by endorsement unless it is expressly prohibited to endorse the document.

Vested : 소유권을 귀속시키다. 소유권을 주다

Render : ~로 하다, `이 되게하다

Whereas : 전문

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As is discussed above, it is the order bill of lading which is typical of foreign trade.

But we have to note that in the laws of some countries such as Brazil and Venezuela an order form of bills of lading is prohibited prescribing that the goods should be consigned only directly to the importer.

Prescribi= : 규정하다. 지시하다.