

**BERMUDA  
1863 : 2**

**BILLS OF LADING ACT 1863**

ARRANGEMENT OF SECTIONS

- 1 Vesting in consignee and endorsee of rights and liabilities of suit for property conveyed in bill of lading
- 2 Savings of right against original shipper
- 3 Evidence

[3 August 1863]

WHEREAS it is expedient to adopt certain provisions of the law of England relating to bills of lading:

*[words of enactment omitted]*

**Vesting in consignee and endorsee of rights and liabilities of suit for property conveyed in bill of lading**

1 Every consignee of goods named in a bill of lading, and every endorsee of a bill of lading to whom property in the goods therein mentioned passes, upon or by reason of such consignment or endorsement, shall have transferred to and vested in him all rights of suit, and shall 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

**Savings of right against original shipper**

2 Nothing herein contained shall prejudice or affect any right of stoppage in transit, 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

## **BILLS OF LADING ACT 1863**

---

receipt of the goods by reason or in consequence of such consignment or endorsement.

### **Evidence**

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 bill of lading, notwithstanding that such goods or some part thereof may not have been so shipped, unless the holder of the bill of lading has had actual notice at the time of receiving the bill of lading that the goods had not in fact been 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 of some person under whom the holder claims.