

# NORTH AMERICAN GRAIN BILL OF LADING

To be used with "Norgrain" Charterparty 1973, as amended 1989

**Shipped** SHIPPED, in apparent good order and condition by \_\_\_\_\_

**Vessel** on board the good vessel, called the \_\_\_\_\_

**Port of Loading** Now lying in the Port of \_\_\_\_\_  
And bound for \_\_\_\_\_

**Port of Discharge** Being stowed as herein, and to be delivered in like good order and condition at the aforesaid  
port of \_\_\_\_\_

**Consignee** Unto \_\_\_\_\_  
or to his or their Assigns.

**Notify Address** \_\_\_\_\_

## QUANTITY, DESCRIPTION AND STOWAGE

Freight payable as per  
Charterparty dated \_\_\_\_\_  
For Conditions of Carriage See Overleaf

Shipper's weight, quality and quantity unknown.  
In Witness Whereof, the Master or Agent of said vessel has signed \_\_\_\_\_  
Bills of Lading, all of this tenor and date, any one of which being accomplished, the others  
shall be void.

Dated at \_\_\_\_\_

By:

\_\_\_\_\_  
Master

Set No.

## CONDITIONS OF CARRIAGE

1. All terms conditions and exceptions as per Charterparty dated as overleaf and any addenda thereto to be considered as incorporated herein, including the Law and Arbitration Clause (Clause 45) as if fully written, anything to the contrary contained in this Bill of Lading notwithstanding.

### Clause Paramount

2. If the vessel loads in the U.S.A.:

“This Bill of Lading, shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such terms shall be void to that extent but no further.”

If the vessel loads in Canada:

“This Bill of Lading, so far as it relates to the carriage of goods by water, shall have effect, subject to the provisions of the Carriage of Goods by Water Act, 1970. Revised Statutes of Canada, Chapter C-15, enacted by the Parliament of the Dominion of Canada, or any statutory re-enactment thereof, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.”

### Both to Blame Collision Clause

3. If the liability for any collision in which the vessel is involved while performing the Charterparty falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:

“If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect to a collision or contact.”

### General Average/ New Jason

4. General Average shall be adjusted according to the York/Antwerp Rules 1974 and shall be settled at the place provided in the Charterparty.

Where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

“In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by Statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the carrier or his agent may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery.”

### Proportion of shortage and/or damage

5. Each Bill of Lading covering the hold or holds enumerated herein to bear its proportion of shortage and/or damage, if any incurred.