

New Zealand.**Title.**

1. Short Title.
2. Section 15 of Mercantile Law Act, 1908, amended.

ANALYSIS.

3. Special provisions as to "received for shipment" bill of lading.

1922, No. 25.

Title.

AN ACT to amend the Mercantile Law Act, 1908.

[16th October, 1922.]

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

Short Title.

1. This Act may be cited as the Mercantile Law Amendment Act, 1922, and shall be read together with and deemed part of the Mercantile Law Act, 1908.

**Section 15 of
Mercantile Law Act,
1908, amended.**

2. Section fifteen of the Mercantile Law Act, 1908, is hereby amended by inserting, after the word "hands," the words "of the shipper or."

**Special
provisions as to
"received for
shipment" bills of
lading.**

3. (1.) In this section the expression "'received for shipment' bill of lading" means a shipping document issued in accordance with the provisions of this section, signed by a person purporting to be authorized to sign the same, and acknowledging that the goods to which the document relates have been received for shipment.

(2.) No "received for shipment" bill of lading shall be issued—

(a.) Until the goods are in possession of the owner of the ship or of some person duly authorized on his behalf:

(b.) Except for a named ship in which space has been actually reserved:

(c.) Earlier than twenty-one days before the time when the ship is expected to be in port in readiness to load;

but the issue of a "received for shipment" bill of lading shall be sufficient evidence until the contrary is proved that the requirements of this subsection have been complied with.

(3.) Every "received for shipment" bill of lading shall contain a provision that, in the event of the goods being unavoidably shut out from the named ship, the shipowner shall forward the goods by his next-available ship, or, at his option, by a ship of some other owner, or by a ship sailing within a specified number of days, but otherwise on the same terms and conditions, *mutatis mutandis*, as if the goods were actually shipped by the named ship.

(4.) Every "received for shipment" bill of lading shall for all purposes be deemed to be a valid bill of lading with the same effect and capable of negotiation in all respects and with the same consequences as if it were a bill of lading acknowledging that the goods to which it relates had been actually shipped on board.
