21. Contracts of carriage of goods by sea

This chapter discusses situations wherein the shipper will only form a contract to book space on a ship. In such a case, the person requiring the goods to be carried, called the ‘shipper’, enters into a contract of carriage of the goods with the person having possession and control of the ship, the ‘carrier’. The carrier need not have title to an absolute interest in the ship; he or she may be a charterer having at most only possessory title, and the shipper may well pass his or her rights in the goods along with his or her rights against the carrier to a third party. Although the terms ‘shipper’ and ‘carrier’ are used here, the parties concerned would often be more accurately described as the ‘cargo interests’ and the ‘ship interests’.

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