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Promoting the use of sea waybill in maritime transport - A case study of Tema Port

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ABSTRACT

The transportation of cargo from one point to the other is mainly dominated by maritime transport with respect to international trade. While the carriage of goods to shipper's designated port is undertaken by the carrier, the terms and conditions of carriage are determined by the covering transport document which can be the negotiable bill of lading, non-negotiable sea waybill or any globally recognized transport document. This study assessed the challenges attached to using the negotiable bill of lading in maritime transport, aiming at promoting the use of sea waybill. Using Tema Port as a case study, information on the sea waybill were obtained through questionnaires and interviews from a purposive sample size. The functions of the sea waybill were explained whereas the conditions mostly preferable for the use of sea waybill were also analyzed. As reason why this non-negotiable transport document should be promoted, the benefits of covering shipment under sea waybill were stated of which includes elimination of document delay, removal of documentary fraud, less document preparation and transportation cost, and automatically subject to CMI Uniform Rules for Sea Waybills and The Hamburg Rules. To further boost the user base, the researcher provided recommendations such as public awareness or education on sea waybill, appreciate the advantages of sea waybill and encourage the use of this non-negotiable document, as well as adopting and developing legislation making possible the replacement of bill of lading with sea waybill in certain trades. The successful implementation of these recommendation will serve as a platform for boosting the use of this non-negotiable transport document in maritime transport.

KEYWORDS: Sea waybill, Bill of lading (BL), Maritime transport, Tema port, Non-negotiable document.

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I. INTRODUCTION

The objective of many companies as well as countries to expand beyond local market has necessitated the formation of trade blocs and alliances to promote international trade. International trade is the exchange of capital, goods, and services across international borders (Reem, 2020). From historic, several means have been discovered to enable transportation of goods within and across international borders leading to the invention of trains, airplanes, ships, cars, pipelines, cables and other possible means of transport. These are all geared towards moving goods from one point to the other, and among these modes the most dominant is the maritime transport (Solomon et al, 2020). The maritime transport handles over 80% of the volume of worldwide trade and accounts for over 70% of its value. Since 1970, the market of global seaborne trade has expanded on average by 3.1% per annum, reaching an estimated 8.4 billion tons in 2010 (World Economic Situation and Prospects, 2012).

Maritime transport comprises of the movement of cargo either animate or inanimate over water masses such as oceans, rivers, lakes or canals (Rodrigue, 2020). It can be by the use of passenger ships, tankers, RO-RO vessels, general cargo, container ships and other water vessels.

However, maritime trade which forms an aspect of international trade is the most widely engaged, covering an estimated 89.5% of global trade (Sekimuzu, 2013). The mode of transport which shoulders maritime trade is regulated by internationally acknowledged documents such as Bolero bill of lading, sea waybill and others but the most widely used is the bill of lading. Bill of lading can either be negotiable, non-negotiable, electronic or hard-copy (Wunderlich et al, 2019). The need for these documents became relevant when cargo owners could not travel with their cargo from origin to destination to identify their cargo.

The bill of lading is defined as a maritime transport document which evidences contract of carriage by sea, receipt of goods by the carrier as well as showing ownership of the cargo (COGSA, 1978), therefore delivery of the goods can only happen upon surrender of this document. Summarizing the functions of all the various types of BL together, the document acts as a document of receipt (Polak, 1926), commercial paper for the transfer of ownership (Pamel et al, 2011), a document of title as well as evidence of contract between cargo owner and carrier (UNCITRAL, 1996). But diverse challenges such as delay in arrival of document, high cost of production, inaccurate or insufficient information, fraudulent issuance and many others mostly attached to the use of the negotiable bill of lading (Dubovec, 2006) have resulted

in the need for a close substitute for certain trade transactions where the presence of negotiable document is not relevant. This has drawn global attention to the need for promoting the sea waybill as the best option.

The sea waybill sometimes called 'Express Release' is a non-negotiable document issued by the carrier to the shipper as receipt for the cargo and also evidence of contract (transporteca). The non-negotiable feature implies that the sea waybill is not a document of title and therefore ownership of cargo is non-transferable or cargo under sea waybill cannot be sold while in transit. Also, the document needs not be tendered to take delivery of cargo but rather delivery is done upon successful proof of identity by the consignee (Manaadiar, 2011). This document often travels with the cargo and can be in an electronic form. Unlike the BL, the sea waybill does not contain some stringent security measures aimed at curtailing fraud, thereby making it less expensive in production, easy in handling and less stressful to retrieve when lost or stolen (JASTPRO, 2014).

Sea waybills are not considered by most authorities to be governed *pleno jure* by The Hague or Hague-Visby Rules and the underpinning reason for this stance is that those rules, by their Art. II, only apply to "every contract of carriage of goods by sea", and Art. I(b) defines the term "contract of carriage" as meaning only contracts of carriage covered by a "bill of lading or similar document of title" (The Hague-Visby Rules, 1968). In the opinion of most maritime jurists, because the sea waybill is not a "bill of lading" or a "similar document of title", the general view is that The Hague and Hague-Visby rules of carriage by sea do not subject automatically to sea waybills by their own force, but only in a situation where a country's statutes or some contractual incorporation renders one or other of those conventions applicable to the contract of carriage which the waybill evidences (Pamel et al, 2011). However, it is automatically subjected to the legal laws of Comité Maritime International (the 'CMI') Rules - a private, international association of maritime jurists founded in Antwerp in 1897 and the Hamburg Rules (COGSA, 1978).

II. CHALLENGES OF THE BILL OF LADING AT TEMA PORT

The Tema Port is the third busiest port in West Africa and serves as one of the hub ports for containerised cargo in Africa. The port handles about 80% of Ghana's imports and exports and serves as transit port to landlocked countries such as Burkina Faso and Mali. On the average, the port handles annual traffic of 836,000TEU (Teillard, 2019) and is currently under expansion to accommodate much bigger ships.

Unlike the bill of lading, the sea waybill is not so popular in Ghana’s maritime trade though very much used in other countries. Data gathered during this research showed that 79% of cargo handled by the port is under bill of lading and therefore to thoroughly assess the use sea waybill as well as challenges of the BL at Tema port, the researchers employed the use of interviews and questionnaires to obtain the necessary data from the purposive sample size at the Tema port. These target respondents handle over 80% of Ghana’s annual imports and export trade activities at Tema port.

A total of fifty-five (55) questionnaires were distributed to the various stakeholders of maritime trade in Ghana; seven (7) questionnaires were given to shipping lines such as Maersk Line, Mediterranean Shipping Company (MSC), Grimaldi, Hapag Loyds, etc; these are industrial giants in the shipping industry local and international. Thirty (30) questionnaires were also given to freight forwarding companies and individual clearing agents, and five (5) questionnaires were given to multi-modal transport operators. Finally, thirteen (13) questionnaires were submitted to major importers and exporters at Tema. Out of the distributed questionnaires, forty-two (42) feedbacks representing 76% were received against thirteen (13) unreceived feedbacks.

Table 1: Distribution of respondents

Respondents	Sample size	Received feedback	Un- received feedback
Shipping companies	7	5	2
Freight forwarders/clearing agents	30	24	6
Multi-modal transport operators	5	3	2
Major Importers and Exporters	13	10	3
Total	55	42	13

According to received responses, the major challenges attached to using the BL are explained below.

2.1 High document production and transportation cost

The value of the BL is equals to the value of the cargo inside a container and therefore the possessor of the original BL (To order) is deemed to be the owner of the cargo. As a result, stringent security measures are implemented during production as well as transportation and these contribute to the high cost of the original BL.

Till date, original bill of lading is printed out on paper and then couriered through express parcel delivery companies such as DHL, UPS, FedEx, etc. This procedure is extremely time consuming and expensive,

as the average express courier costs are above USD 100 for each BL (Jaka, 2018). Also, where there is insufficient information or error on the BL, ‘amendment by correction’ needs to be carried out by shipper or importer, this can take a day or two for changes to be effected; all carrier charges involved are footed by the importer.

2.2 Complications when document is fraudulently issued or lost

There are occasions where BL gets stolen, misplaced or fraudulently issued and the procedures to getting replacement or new print-out are very cumbersome. In such situations, the legal procedures followed in obtaining replacement are also time consuming, and also considerable amount of money is required to reclaim the cargo from the carrier where lost BL is not retrieved on time. The respective importer needs to officially declare the BL lost or missing through writing, and this sometime takes a week before a new copy is issued after the carrier has confirmed. While the replacement procedures are duly followed, demurrage at port of destination as well as container rent also accumulate; all at the expense of the cargo owner. This results in late delivery of cargo and industrial downtime leading to unnecessary losses and claims (Jaka, 2018).

2.3 Delay in arrival of document

With the introduction of containerization coupled with the enhancement in vessel operations, voyage time which took months has been reduced to days and cargo discharging time also reduced to hours. These upgrades have recently hastened cargo delivery, nonetheless one factor that still contributes to delay in delivery is documentation (Michael, 2004).

The time interval for generating and transporting the BL to the importer by carrier take mostly a week and where the document has to cross international borders, the number of days are likely to increase. After the printing of the BL by carrier or non-vessel operating carrier, it takes a maximum of 2 days for the document to get to the shipper, who further sends to the importer or his/her bank within 3 days by courier (Jaka, 2018). In special cases where there are many different BLs for different cargo of same importer, the number of days may increase. These all contribute to delay in cargo clearance at port of destination.

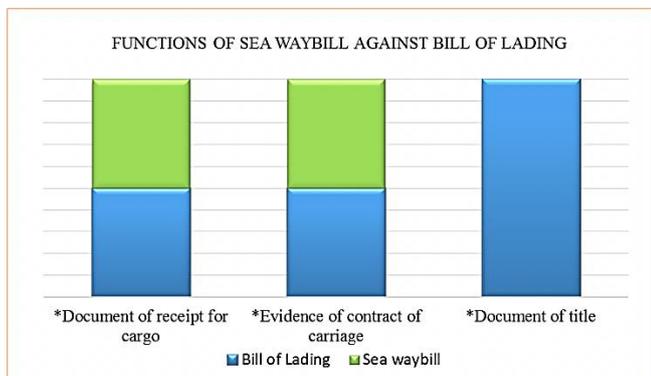
III. FUNCTIONS OF SEA WAYBILL

The survey reveals that sea waybill shares some common but slightly different functions with the negotiable bill of lading. However, from [Fig. 1] what differentiates these two transport documents is the feature of the latter being a document of title or

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negotiable document while the former is not (Gold, et al). As per the feedbacks received, the two main functions of the sea waybill are the document serving as a document of receipt and also evidence of contract of carriage. These are explained below;

Figure 1: Shared functions between the sea waybill and Bill of Lading.



3.1 Document of receipt for cargo

The sea waybill is a transport document issued to the shipper by the carrier in exchange of the goods received from the shipper. It evidences and confirms that the respective carrier has the consignor’s cargo in his possession and from thence, damage to the cargo is at the expense of the carrier (Sokheng, 2016). Also, it identifies the person to whom delivery of the goods is to be made by the carrier in accordance with that contract (U.K. 1992). This function expires when the carrier delivers the cargo to the nominated consignee by the shipper safe and sound.

3.2 Evidence of contract of carriage

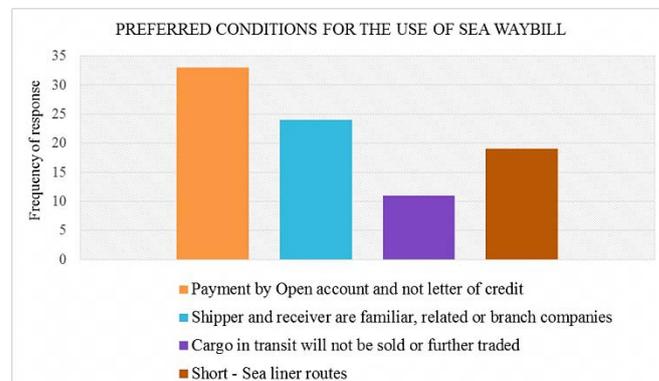
Contract of carriage is an agreement between the carrier and the shipper where the carrier accepts to transport the shipper’s cargo to an agreed location and to a nominated person. For an evidence that such contract exist between these two parties, the carrier issues a sea waybill to the shipper (Gard, 2011). Therefore, the document only serves as evidence and not the contract itself. In case of non-delivery of cargo in sound condition, the shipper can use this ‘evidence of contract’ to activate the ‘terms of the contract of carriage’ (Sokheng, 2016).

IV. PREFERRED CONDITIONS FOR THE USE OF SEA WAYBILL AT TEMA PORT

Since the introduction of the sea waybill into maritime transport, it has served many purposes both in domestic and international trade. Although this document is easier and more flexible in usage compared to the bill of lading, certain conditions need

to be satisfied to enable its successful usage. These conditions are not restricted to geographical location but for the purpose of this research, the focus would be on the uses of sea waybill at Tema port.

Figure 2: Distribution of respondents’ feedback on conditions preferred for the use of sea waybill at Tema Port.



[Fig. 2] shows the distribution of the total number of respondents who mentioned the conditions within which the sea waybill is used in their respective areas of operation at the Tema port. Thirty-three (33) of the respondents representing 78.5% specified that sea waybill is used when payment of good is by open account and not letter of credit. Twenty-four (24) of the respondents representing 57.1% also mentioned in their responses that, they use sea waybill when the shipper and receiver are familiar, i.e. mostly when they are branch companies or in the same trade group. Again, eleven (11) of the respondents representing 26.1% stated that where cargo in transit will not be sold or further traded, the use of sea waybill is very convenient. Finally, nineteen (19) of the respondents representing 45.2% made mention of using sea waybill when the voyage is a short-sea liner routes.

Based on the survey, the main conditions satisfying the use of sea waybill at the Tema port are discussed below.

4.1 Payments of cargo is made under open account and not letter of credit

Sea waybill is used when payment or sale of goods is made under open account transaction. That is where payment of the cargo is made to the shipper/seller upon delivery or cargo received by the buyer. This mostly happens when there is a high degree of trust between the seller and buyer due to strong business relations, and therefore there is no need of letter of credit or similar banking arrangement which involves negotiable document in exchange of payment. The sea waybill is therefore recommended for this type of trade since the shipper doesn’t need as much protection as would have been provided by the BL (icontainers, 2013).

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4.2 Shipper and receiver are familiar, related or branch companies

Where the recipient of the cargo is known to the shipper, the shipment is between related/branch companies or there is high level of trust or loyalty between the consignor and consignee, sea waybill is mostly used (Jaka, 2018). In such situations, there is no requirement for settlements through banks or third party involvement.

Also, in large, long-term transactions where shipment is only part of a major consignment such as the transportation of project cargo, the sea waybill is used.

4.3 Cargo in transit will not be sold or further traded

In the situation where the shipper has no interest in selling or transferring ownership of the cargo in transit to another person, the sea waybill can be used for the transport of such cargo. In such circumstance, the goods are shipped directly to a nominated consignee and as such, no negotiable document is required to be tendered in before release of cargo by carrier is made (transportica).

4.4 Short-Sea Liner routes

The sea waybill is much preferred in short voyages due to the shorter time required for generating the document, capable of being transported with the cargo on-board the vessel as well as capable of being produced in electronic form.

In transactions involving short-sea transport, the use of negotiable document is unfavorable due to the longer period required for the BL's production and transportation which may otherwise lead to delay in release of cargo, thereby attracting demurrage and unnecessary claims. The use of sea waybill is therefore prevalent in short-sea line/trade routes. For instance, in the transatlantic routes, 75% - 90% of shipments are covered by sea waybill in trade between Western Europe and North America. Also, 90% - 100% of shipments within Northern European shore sea-trade through Intra-European Routes are covered by non-negotiable document. Obviously, these are high-volume trades with very short transit time and the requirements for fast modern documentary procedures can satisfactorily be realized by only non-negotiable documents (ICS, 1996).

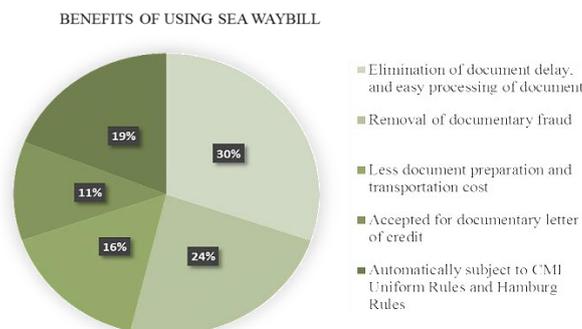
V. BENEFITS OF USING SEA WAYBILL

Despite the numerous benefits attached to the use of sea waybill, negotiable bills of lading continues to dominate in many other trades. This can mostly be attributed to banks, ship owners, shippers, insuring

companies and cargo agents lacking awareness of the benefits of waybills (ICS, 1996). Nevertheless, respondents to the research survey identified the following as benefits of using sea waybill in maritime trade.

As shown in [Fig. 3], out of the forty-two (42) feedbacks received, forty (40) respondents representing 95.2% made mention of 'Elimination of document delay and easy processing of document' as the main benefit derived from trading under sea waybill. While 73.8% of the total feedbacks i.e. thirty-one (31) respondents stated that the sea waybill helps to 'Remove the chance of documentary fraud', twenty-one (21) respondents representing 50% spoke concerning 'Less document production and transportation cost' as one additional benefit. Fifteen (15) respondents forming 35.7% added that the sea waybill is 'Accepted for documentary letter of credit'. Finally, twenty-five (25) feedbacks representing 59.5% also mentioned that the sea waybill is 'Automatically subject to CMI Uniform Rules and the Hamburg Rules'. In this regard, the sea waybill can be recommended for use in maritime trade at Tema Port and worldwide. The details of the benefits are discussed in the following sub-sections.

Figure 3: Derived benefits from using sea waybill in maritime transport.



5.1 Elimination of document delay, and easy processing of document

One major benefit derived from the use of sea waybill is its elimination of the issue of delay in arrival of transport document at destination port in situations where the sea transit time is short (UNCTAD, 2003). Unlike the bill of lading which requires longer time for processing, verification and transportation, the sea waybill is not so. There is no need to issue sets of original sea waybills or certified copies to the consignee since it will be of little or no significance during delivery of cargo. Also the waybill may be carried on-board of the carrier in paper or digitized form, with the consignee only having to prove his identity for delivery. In this situation the sea waybill returns to the original use of the bill of lading as a

receipt for goods. The sea waybill has therefore emerged as an alternative ocean-carriage document to the bill of lading by resolving some of the issues associated with the late arrival of documents in this period of fast container ships (Dubovec, 2006).

Furthermore, the sea waybill is sometimes referred to as 'express release'. This means that there is less administrative processes at the port of destination during customs clearance procedures. With this, taking delivery of cargo is made faster and easier for the importer or his agents thereby eliminating the extra cost of demurrage (transporteca).

5.2 Removal of documentary fraud

The bill of lading is a title document and most often than not where it is 'to bearer or blank BL' anyone in possession of the document is capable of fraudulently taking delivery of cargo. The BL therefore present numerous opportunities for fraudsters to manipulate the commodity trades; without due diligence the document sometimes can get stolen or information can be tampered which can result in wrong delivery of cargo. Also, consignees who purchase goods in transit based on details on the bill of lading can be defrauded with little negligence. For instance, in the EXIM Trade, there is increasing problems caused in relations to the pitfalls and fraudulent practices under the BL resulting in importers, freight forwarders, exporters, carriers, shipping agents and etc. losing millions of dollars due to negligence (Fonseca, 2013).

Nevertheless with the case of sea waybill, the situation is different. The possibility of documentary fraud is eliminated as presentation of document of title before delivery is not part of the delivery process and proven identity of consignee must be in agreement with details provided by the shipper before delivery is made by the carrier (ICS, 1996).

5.3 Less document preparation and transportation cost

Till date, the BL is printed out on paper and transported through express parcel to the importer. Aside the time consuming nature of this system, the average courier charge for each BL is about USD 100 (Jaka, 2018) and this further increases the cost of transacting trade under the bill of lading.

Contrariwise, the sea waybill is not a document of title and there is no presentation of document against delivery. Because of this, the document can be digitized and forwarded to the importer or printed out on paper and carried on-board with the cargo to be delivered to the importer at the destination port. This makes the transportation less expensive by eliminating the document transport charge and less time consuming compared with the BL.

Again, the sea waybill does not contain some stringent security measures aimed at curtailing fraud. In this case, some undisclosed security measures which further increase the cost of producing bill of lading are eliminated, thereby making the cost of producing the sea waybill comparatively less expensive than the bill of lading. Furthermore, in situations where the shipper or consignee misplaces his/her copy of the sea waybill, it is also less expensive to retrieve a copy from the carrier (Gard, 2011).

5.4 Accepted for documentary letter of credit

Like any maritime transport document, the acceptance of sea waybill for documentary letter of credit is recognized by Uniform Customs and Practice for Documentary Credits Revision Number 500 (UCP 500). Where the sea waybill is shipped on board, it is accepted for documentary credit transactions if the letter of credit makes provision for such document as the sea waybill and the shipper/consignor has surrendered the right of stoppage in transit to the bank involved in the letter of credit. Although the 'UCP 500' does not emphatically include these requirements as conditions satisfying sea waybill for letter of credit, in practice the shipper affirms to relinquish his right to change details of the consignee of the cargo in transit and the respective bank involved in the Letter of Credit is made the consignee on the sea waybill (Dubovec, 2006). The right of stoppage, which is also referred to as the 'disposal right' is the key element in the acceptability of this document by banks issuing letters of credit and this is because, it prevents the shipper from selling the cargo to another buyer without the bank's acceptance. With the fulfillment of the conditions above, banks do accept the sea waybill for documentary letter of credit.

5.5 Automatically subject to CMI Uniform Rules for Sea Waybills and Hamburg Rules, and Hague and Hague-Visby Rules through contractual incorporation by national legislation or international convention

The sea waybill is often subject to the contract of carriage by reference to the CMI Uniform Rules for Sea Waybills 1990 which was adopted by Comité Maritime International (CMI). The CMI Rules for Sea Waybills are a set of provisions for carriage by waybill which carriers may voluntarily incorporate.

From Rule 1(ii) under the scope of application, it is stated that 'they shall apply when adopted by a contract of carriage which is not covered by a bill of lading or similar document of title, whether the contract be in writing or not'. This makes the sea waybill automatically falls with the scope of these Rules. Again, from the CMI Uniform Rules for Sea Waybills, contract of carriage is defined as 'any contract of carriage subject to these Rules which is to

be performed wholly or partly by sea' (CMI,1990). These stated rules make it permissible for sea waybill to function as a maritime transport document.

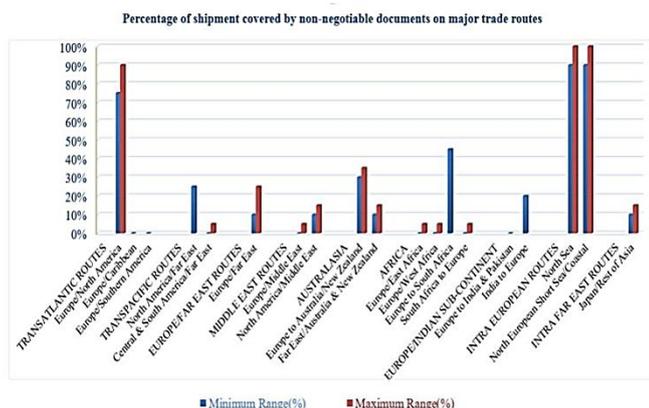
Also, the art. 2(1) of the Hamburg Rules 1978 defines contract of carriage as "all contracts of carriage between two different states", thereby including all documents in as much as they govern the contract of carriage of goods by sea, such as the sea waybill. As a result, the operation of sea waybill in countries which are party to the Hamburg Rules are subject to this international convention (Pamel et al, 2011).

Despite the fact that The Hague and Hague-Visby Rules do not apply automatically to sea waybills, by contractual incorporation the liability regimes of The Hague and Hague-Visby Rules are often made applicable to contracts of carriage under sea waybills through national legislations or international conventions.

VI. RECOMMENDATIONS

The sea waybill has being in operation in the maritime industry for quite a long time, nevertheless, the quota of global cargo covered by this non-negotiable transport document is insignificant. As shown in [Fig. 4], the only trade routes which have more than 75% of transported shipments covered by non-negotiable document are the transatlantic route; between Europe and North America, and Intra-Europe trade routes; Northern European Short Sea/Coast. All cargo traded between Europe and Southern America as well as Europe and India/Pakistan are wholly under bill of lading whereas cargo heading to Africa and Middle East have not more than 5% under non-negotiable document. This situation can be attributed to many factors which have been discussed in the previous paragraphs. Yet, to further widen sea waybills global cargo coverage, recommendations have been expatiated below. These recommendations targeted at helping to boost the global coverage of sea waybill.

Figure 4: Percentage of shipments covered by non-negotiable documents on major trade routes across the globe (ICS, 1996).



6.1 Public education on the use of sea waybill

The survey undertaken on the use of sea waybill showed there is less public awareness concerning the conditions, functions as well as the benefits of using sea waybill in maritime trade, and this gap is even present among cargo importers, exporters and some shippers. To promote the frequent use of sea waybill in maritime transport, workshops and conferences should be held to educate shippers, importers'/exporters' groups, port authorities, and other industrial players on the use of the sea waybill. Moreover, shipping lines/carriers and shippers should recommend the sea waybill to their customers in transactions where negotiable document is not needful.

Also, just like in the case of bill of lading where shipping professional networks and groups organize periodic workshops to address bill of lading and its associated disputes in trade (Fonseca, 2013) such similar platforms can also include educating the stakeholders on sea waybill and attached challenges. This will create industrial players' awareness on the existence of the sea waybill.

6.2 Appreciate the advantages and encourage the use of the non-negotiable sea waybill

The use of the sea waybill provides several advantages which include faster documentation and release of cargo, less stressful to retrieve when lost, and many more (Jaka, 2018). Therefore, where goods in transit are not to be traded as well as other conditions which satisfies the use of non-negotiable document, the sea waybill should be used instead of the bill of lading. These special advantages are restricted to only users of sea waybill and should therefore be appreciated and taken opportunity of, to facilitate transactions which fall under its coverage.

6.3 Adopting and developing legislation making possible the replacement of bill of lading with sea waybill within certain trade blocs/unions

Countries and trade groups which have not adopted the Rules that automatically subject maritime transactions under sea waybill are recommended to adopt such regimes. Also, national legislations and trade unions should consider enacting definite legislations bringing sea waybill within the domain of their compulsorily applicable national maritime carriage of goods regimes where non-negotiable document is the utmost option.

The international conventions that are automatically subject to the sea waybill are The Hamburg Rules and CMI Uniform Rules for Sea Waybills but these rules have proven less popular internationally due to few countries and trading partners which have adopted them. This makes the application of sea waybill challenging; for instance,

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U.S.A. continues to stick to its own Carriage of Goods by Sea Act of 1936 (US COGSA) and unlike other signatories to The Hague or Hague-Visby which implement the Rules with respect to only outbound/outgoing shipments, the US COGSA applies to both incoming and outgoing cargo from the United State and this can result in conflict of laws for legal institutions around the world (Pamel, 2011). However, in countries like New Zealand, South Africa, Australia and the Nordic countries, carriage of goods under the sea waybill is regulated by their national statutes.

VII. CONCLUSION

The smooth transportation and delivery of cargo form the standard by which reliable transport systems and carriage contracts are measured and executed respectively. And while the importance of documentation in maritime transport cannot be overemphasized, the bill of lading and sea waybill are the key components of water transportation across the globe. The recent challenges attached to using the bill of lading due to transport modernization and other factors have prompted the need for promoting the sea waybill as a close substitute. To better assess the use of the sea waybill in maritime transport, the researcher used Tema Port as a case study by obtaining information about the sea waybill from a purposive sample size of fifty-five (55) respondents through questionnaires and interviews.

From the survey, it is realized that though the sea waybill is non-negotiable maritime transport document, it shares certain functions with the bill of lading which include serving as a document of receipt and evidence of contract. Despite the fact that the administrative procedures for sea waybill are simple and less cumbersome, the conditions convenient to facilitate its use are open account payment, cargo in transit will not be traded, consignee and consignor are related and when the voyage route is short for time needed to produce the bill of lading. Among the benefits for using sea waybill, elimination of documentary fraud, less document transportation and processing cost, simplified usage, automatically subject to CMI and Hamburg Rules are the most popular. To encourage the use of this non-negotiable transport document, recommendations such as public education on sea waybill, adopting and developing legislation in favor of sea waybill use and encouraging the use of sea waybill in certain transaction are stated.

Presently, the quota of global traffic covered by sea waybill is minimal compared to bill of lading but with implementation of above recommendations, the user base is expected to increase.

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