

**TRANSPORT DOCUMENTS IN MULTIMODAL TRANSPORTATIONS****Oleg Drobitko***Mykolas Romeris University***Abstract**

The author is considering transport documents in a sense of a certain date, the usage features of transport documents in multimodal transportations. Various models of relationships are possible between the participants of multimodal transportation and this stipulates the features of usage of transport documents. Transportation based on the contract of multimodal (combined) transportation of goods conditionally is implemented according to one transport document, since contractual relationships between the operator of multimodal (combined) transportation and sub-carriers are verified by personal transport documents (bills of lading, consignment notes).

**KEY WORDS:** transport document, multimodal transportations, the operator of multimodal (combined) transportation, bills of lading, consignment notes.

**Introduction**

The subjects of civil turnover understand multimodal transportation of cargos as a large circle of operations, which are performed since the creation of a product till the presentation to its consumers, i.e. transportation of material and made production, transshipment from one conveyance to another, its warehousing and storage, gathering and packing, customs administration and etc. All the above mentioned operations reflect in different documents of accounting and transport. I presume, not only relationship among transporters, operators of cargo multimodal transportation, other providers and consumers of transport service depend on quality of transportation documents, but also relationship between other people, not taking part in legal relationship of cargo transportation (e.g. legal relationship concerning settlement of bills of credits).

The term 'transport document' is polysemantic. It might be used describing different documentation related to transportation of cargo and passengers (e.g. TIR (International Road Transport Convention) documentation and the like), but in this article authors use this term only to describe a document which:

- proves the fact of transportation/ multimodal transportation contract making;
- confirms cargo transmission to carrier;
- in some cases it is securities, i.e. a document, which confirms its owner's right to receive indicated in the document goods (cargo) from the carrier and dispose them; or a document, which confirms the named person's right to receive the cargo from the carrier.

The term 'multimodal transport document' in legal acts of Lithuania is not used, but in these acts and signed or ratified international treaties the following documents of transport are mentioned:

- A bill of lading (Civil Code of the Republic of Lithuania Article 1.106; Law of Trade Service of the Republic of Lithuania Article 14).

- A bill of lading (Code of Inland Waterways Transport of the Republic of Lithuania Article 40; Code of Railway Transport of Republic of Lithuania Article 37. Convention Concerning International Carriage by Rail (COTIF) and Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM – Appendix B to the Convention); SMGS (Agreement on International Goods Transport by Rail); The Minister of Transport and Communications' Ord. No. 174, 20 July 2000 'Regarding Confirmation of the Rules of Cargo Carriage by Rail'; The Code of Road Transport of the Republic of Lithuania Article 29 of the Article 4 of CMR Convention; The Minister of Transport and Communications of the Republic of Lithuania's Ord. No. 3-147 'Confirmation of the Rules Concerning Passengers, Luggage, Post and Cargo Carrying by Aircrafts'.

Whereas the peculiarities of transport documentation usage in multimodal transportation have not been widely discussed within Lithuanian legal literary sources yet, the problem requires further analysis.

The aim of the research – to analyze the peculiarities of the usage of transport documents in multimodal transportation.

The subject of the research – transport documents involved in cargo multimodal transportation, their types, forms, and the order of drafting and application.

Methods of the research – logical methods of investigation, i.e. analysis, synthesis and applied scientific methods, i.e. technical legal analysis, explanation and comparative method.

## **1. A Bill of Lading in Cargo Multimodal Transportation**

A bill of lading – is a document of transport which is used when making contract of cargo sea transportation. It is the main document of sea transportation. For it is used in charter transportation (Hague-Visby Rules Article 5) and multimodal transportation, it might be licensed as 'universal' transport document.

Civil code of Republic of Lithuania Article 1 gives the following definition of 'a bill of lading': '*A bill of lading – as securities – is a document, which proves the fact of contract making and confirms its owner's right to receive and dispose indicated in the bill of lading the goods (cargo) from the carrier.* However, there are some opinions, that bill of lading also might not be securities. Professor W. Tetley states that "a bill of lading in certain circumstances may only be a written confirmation of the shipment treaty making or the confirmation and a document of title" (Tetley, 1988, p. 215). In my estimation, the professor refers to the case, when a bill of lading contravenes the requirements of the determinate regulations and conventions of documentary letters of credits for the transport documents in *Uniform Customs and Practice for Documentary Credits No. 400 (UCP 400)(1983)* and *I.C.C. Uniform Customs and Practice for Documentary Credits No. 500 (UCP 500)(1993)*, that is to

say, when the banks, through which payments are made, are able to refuse the bill of lading as marketable securities.

Swedish Maritime Code Article 13 Par. 42 (2001, p. 97) (The provisions of the code are analogical in all Northern countries, i.e. Sweden, Denmark, Finland, and Norway) describes the bill of lading as a document, which:

- is the proof of sea transportation contract and the proof, that carrier has loaded or received the cargo;
- a document, which determines, that transporter takes the liability to transmit the cargo exclusively after the retrieval of the document.

Hamburg Rules Article 1 Part 7 determines that “Bill of lading” means a document which evidences a contract of carriage by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document that goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an understanding.’

Therefore from the concept given above it is possible to determine the following three main functions of the bill of lading: *firstly*, it is the function of cargo contract making proof; *secondly*, it is the function of cargo accepted to forward evidence; *thirdly*, it is the evidence function of the cargo owner’s rights to receive and dispose it.

The carriers of sea transport have been first to start direct and multimodal transportations by one transport document (Шмелев, 1985, с. 222). It happened due to the fact that they needed to use their colleagues’ services and transmit cargo to other means of conveyance, e.g. to cars or to river conveyors more often than transporters of other means of conveyance. Another reason why through bills of lading appeared precisely in the sea transport is a comparatively long period of time, when a transporter was responsible for cargo and this enabled him to organize the further stage of conveyance.

D. A. Glass also discloses that through bills of lading have appeared in sea transportation. According to him, these bills of lading have developed within the sea transportation, when the concerns of cargo transportation required its transmission to transporters by oceans and visa versa, when transportation was needed to be done outside the normal boundaries of ports of debarkation (Glass, 2004, p. 209).

Admittedly, scientists, while using the term ‘through bill of lading’, describe slightly different documents of transport. For example, R. De Witt states, that this term is used to describe any successive forwarding. It might be issued during the sea freight forwarding while transferring the cargo from one ship to another, or in cases, when the sea freight forwarder acts as a successive transporter’s forwarder of another, not waterborne, means of transport and, generally, in multimodal transportation (De Witt, 1995, p. 926). On the other hand, William Tetley states that through bills of lading are transport documents, in which each transporter usually is liable only for their own transportation fulfilment, besides, these documents may have conditions when each bill of lading issued by a transporter is used only for a particular segment of transportation. Therefore, according to William Tetley, through transportation – is not a forwarding fulfilled by only two or

more freight forwarders, but also a transportation performed on the grounds of two or more freight forwarding contracts (Tetley, 1988, p. 926). In my judgement, in this case the professor loosely defined the bill of lading as a transport document. We cannot agree with his statement that through transportation might be performed by two and more transport documents. The purport of each through transportation is namely that that it is made according to a single freight forwarding contract and if while carrying a cargo on one route we have a few transport contracts, this transportation is not through but a successive one. However, the main aim of through bill of lading is an offer of a complete marine cargo transit.

The professor W. Tetley distinguishes three types of direct transport contracts:

- The „pure” ocean through bill of lading;
- The ocean through bill of lading;
- The combined or multimodal bill of lading.

We suppose, it is quite incorrect to identify a freight forwarding contract and a transport document, which is the proof of this contract. R. De Witt classifies through bills of lading into three types more accurately:

- The ‘pure’ through bill of lading;
- ‘Collective’ through bill;
- ‘False’ through bill (De Witt, 1995, p. 296).

Whereas, through bill of lading is the oldest freight forwarding document used in successive transportation, its subtypes should be discussed in greater detail.

### **1.1. The ‘Pure’ Through Bill of Lading**

The ‘pure’ ocean through bill of lading is a transport document confirming a sea through contract making. This form of bill of lading is uncommon, but used. It confirms that a carrier (not necessary the initial one) has assumed responsibility for all the transportation from the embarkation to the disembarkation port (Tetley, 1988, p. 926; De Witt, 1995, p. 296). Other scientists think that the through bill of lading might be issued, if functions of the multimodal (combined) transportation operator are fulfilled by a marine transporter (Chan, Ng, Wong, 2002, p. 423).

It is noticeable, that this bill of lading is similar to the usual bill of lading. The main feature distinguishing these bills of lading is establishing the duties of the forwarder to inform the shipper about the overload. There are some cases during transportations, when a transporter has to overload it in order to save the cargo as his last recourse. Therefore overload of cargo might be unpredictable, coincidental, unintentional and so forth, but it does not make the transportation through, accordingly we cannot accredit any bill of lading as a through bill, since through transportation contract parties must combine their wills about all the conditions of the contract, in other words, cargo shipper must agree with cargo overload and transmission to another carrier in advance.

When 'pure' through bill of lading is published, the transporter is liable for all the transportation. It is obvious that in this case the main question is whether the carrier, according to the through bill of lading, may be absolved of civil liability to a cargo owner or someone else is qualified for the dispose of the cargo, for lost or damaged during overloading cargo or cargo controlled by a sub-carrier. R. De Witt supposes this problem cannot exist in continental law countries, since it would contradict the nature of transport contract (De Witt, 1995, p. 298). We must agree with the scientist's opinion, forasmuch as it would not be understandable how the transporter, on one hand, assumes responsibility for all the transportation and, on the other hand, is absolved of that liability, if the cargo is lost through fault of the sub-carrier. The advantage of this bill of lading is that the cargo shipper, while contracting, is certain that their interests are protected, legal relationships are clear and they know precisely from whom they can seek for enforcement of contractual obligations. On the other hand, the conflict of interests between transporter and sub-carrier might appear. In this case there is undoubted legal right of contractual transporter – to claim damages from their covenantee in recourse order.

On-carrier might give his own delivered document, which is the evidence of transport contract at a particular distance. Consequently, the situation when two bills of lading confirming the legal rights to the same cargo circulate in a civil turnover might appear. Obviously, a personal bill of lading may be issued only to contractual carrier or another on-carrier. Personal bill of lading 'serves' the multimodal or through cargo transportation, but the situation when this transport document gets to the third person disposition might appear. If this person is still honest and is not aware of the nature of this bill of lading, the conflict between owners of through bill of lading and the personal bill of lading is unavoidable and it inconveniences the civil turnover. For this reason we have to agree with R. De Witt stating that it is possible to avert this conflict situation only along with a see waybill (De Witt, 1995, p. 299). The implication is that it is necessary to bind or else influence the on-carrier so that the later would give contractual carrier a see waybill, which is not marketable securities, but just an evidence of see shipping contract and evidence of the shipper's goods procurement, where carrier's obligations to transmit the cargo to the named person are indicated.

Many authors think that 'pure' through bill of lading is not always securities, in other words, the document of title (Tetley, 1998 p. 928; De Witt, 1995, p. 300). This statement is reasoned, for the main security as a subject of civil rights function is to confirm the issuer's commitment to the document owner (Civil Code of the Republic of Lithuania Article 1.101).

A bill of lading, like all securities, is an object of civil rights; it has to prove its owner's legal right to receive cargo. This legal right should not raise doubts not only to the participants of a contractual relationship of cargo transportation, but also to other subjects of civil turnover. For this reason it would be considered appropriate to analyze how exactly the bill of lading is assessed in other fields, for example in banking. As we know, it is possible to make a payment by cash or non- cash and one of expedients to make a payment by non- cash is a letter of credit (Civil Code of the Republic of Lithuania Article 6.930 Part 1). A letter of credit is considered to be the

liability of the bank that issued the letter of credit and is acting on request of the payer and by orders or by its own name (the issuer bank), “to make a payment to payee or accept and make accommodation bills payable issued by a fund payee or enables another bank (executing bank) to make a payment to the payee or accept and when the date falls due- issue accommodation bills, or enables another bank to negotiate, if the documents presented fulfils the conditions of letter of credit” (Civil Code of the Republic of Lithuania Article 6.935 Part 1). International Chamber of Commerce (*ICC*) has issued many regulations in this field, which have facilitated the payoffs within the international trading. Among these regulations, according to the aim of the research, 1984-10-01 ‘Uniform Customs and Practice for Documentary Credits’ (1983) and Uniform Customs and Practice for Documentary Credits No 500 (1993) have particular meaning. These regulations determine conditions, when the banks namely enforce their obligations. We suppose, it is necessary to pay attention to regulations of UCP 400 Article. 27 and UCP 500 Article 26, the main of which is the requirement to banks to accept (buy) a transport document, if, in the case of extra conditions, there is an indication that the goods have been accepted for loading or transporting to another means of conveyance. Thus, if the bank, following the mentioned guidelines of regulations, refuses to accept a transport document, it is questionable that the last mentioned could be accepted as of full value securities. On the other hand, it is questionable whether the owner of this type of bill of lading has the right to claim the transmission of the cargo from any, including an on-carrier, person. I assume, the consignee of the cargo (the owner of ‘pure’ through bill of lading) has the right to claim the transmission of the cargo from the on-carrier only if the ordinary carrier has taken liability to transmit the cargo to any owner of ‘pure’ through bill of lading. When the on-carrier has assumed the responsibility for the cargo shipping for only the segment of their cargo transmission itinerary and for transmission of it to the next carrier, the owner of ‘pure’ through bill of lading’s right to lay claim to on-carrier is doubtful, because the owner of ‘pure’ through bill of lading has no legal relationship with the on-carrier and the latter is liable to transmit the cargo to the owner of personal bill of lading issued by himself or to a person named in the see waybill. We believe that the owner of the ‘pure’ through bill of lading can declare a demand only from the initial carrier (who has issued the bill of lading) or his agent.

As in each through combined service, the civil liability of the shippers in the case of ‘pure’ through bill of lading is analyzed in ‘view of carriers, who have the right to dispose the cargo’, and in ‘carriers – sub-carriers’ link. The first relation is not complicated, as it is obvious, that carrier, who has taken liability for all the carriage, is the only subject that could be declared a demanded from the owner of bill of lading for repudiation of the transport contract or inappropriate discharge of that contract. On the other hand, there is another solution to this problem in the USA: the corrections have been made to the Interstate Commerce Act by Carmack in 1906 according to which the consignee of the cargo can lay claims to or sue for lost, damaged cargo or for its late delivery not only the carrier, who has taken liability or delivered the bill of lading, but also the carrier, who has to deliver the cargo to the final destination (De Witt,

1995, p. 303). This amendment is one of the examples of the legal relationship among carriers' regulation in the cases when to use regulations of similar character is not possible. The questions of the carriers' civil liability are solved considering many factors, such as the residence of the carrier, the place of making a transport contract, loading and unloading the cargo, etc.; and the value of the liability is assessed following the national laws of countries, the Hague, Hague-Visby, and Hamburg rules.

Through bill of lading is not an ordinary validation of transport see contract – usually it is the document allowing accurate qualifying of the legal relationship among participants of cargo multimodal carriage. This statement has been confirmed by the legal practice of other states, for example the court case of 'Kuehne & Nagel (Hong Kong) Ltd v. Yuen Fung Metal Works Ltd. This case was handling a dispute between the consignor of the cargo (Yuen Fung Metal Works Ltd) and the operator of the multimodal carriage (Kuehne & Nagel (Hong Kong) Ltd) who had taken liability to carry the aluminium goods, loaded in the containers, from Hong Kong to Germany. The cargo was being carried by the sea to Russia, then by railways to the border of Poland and, after that, by the road transport to Germany. One of the transport documents, named a shipping order, included a condition that Kuehne & Nagel (Hong Kong) Ltd as a transporter issues three through bills of lading and the cargo is transmitted after one of them has reached the carrier. At the frontier of Poland the cargo was transmitted not handing in a through bill of lading. The customer of Yuen Fung Metal Works Ltd refused to pay for the goods. The sender of the cargo claimed for the damages from Kuehne & Nagel (Hong Kong) Ltd. The defendant (Kuehne & Nagel (Hong Kong) Ltd) in his defensive speech indicated, that he acted not as a carrier, but as an international dispatcher. The court did not agree with these motives having in mind two reasons: firstly, the defendant has taken the liability to carry the cargo, but not to organize the carriage of it, as the through bills of lading were issued on his name; secondly, the transmission of the cargo to the consignee without submission of the through bill of lading is an outrage of transport contract conditions and the defendant cannot be discharged from liability (Chan, Ng, Wong, 2002, p. 242). The Supreme Court of the USA stressed in the case of *Hartford Fire Insurance Company v. mv Orient Overseas Container Line (UK) Ltd. et. al. mv. „OOCL Bravery”*, that 'pure' through bill of lading has to confirm the conditions of carriage. The court stated that the marine carrier, who has issued the through bill of lading, is liable for all the carriage, even though the cargo is carried on the dry land a part of the itinerary (Hartford Fire Insurance Company, 2000, p. 398).

### **1.2. 'Collective' Through Bill**

According to the R. De Witt, the 'collective' through bill of lading is the proof of the existence of the independent, separate transport contracts' which can only be included in the successive carriage. (William Tetley calls this bill 'Ocean through Bill of lading (Tetley, 1988, p. 927; De Witt, 1995, p. 304)). The peculiarity of this bill of lading is that it is the evidence of not one but a few transport contracts and all the participating in the shipment carriers have to sign the bill of lading and are liable for

lost or damaged, in their hand, cargo and as agents they are liable for a well-chosen selection of a successive carrier.

To my mind, in this case the conception of separate transport contracts is false and can be criticized for particular reasons. Firstly, this cargo carriage is performed according to one transport document. The consignor of the cargo has made a contract with initial carrier and expects the cargo to be sent to the destination on time. Accordingly, the will of the consignor is to reach this particular goal, therefore it would be illogical to 'divide' his will factitiously, i.e. the aim of the consignor is general – the cargo has to be delivered and transmitted to its consignee, the consignor does not have 'intermediate goals' – the cargo transmission from one on-carrier to another. Secondly, all the carriers, one way or another, are liable for damages as factual carriers or as agents, who ought to select another carrier properly. Consequently, it is a united through service contract, whereby it is aimed for the cargo shipping to the destination and each on-carrier joins it and takes corresponding liability and their liability for lost or damaged cargo is determined according to the factual circumstances applying the national law of countries, Rules of Hague, Hague-Visby Rules, and Hamburg Rules.

According to juridical consequences that originated with the participants of the approved transport contract, 'collective' through bill of lading is between 'pure' through bill of lading and ordinary bill confirming the carrier or carriers' liability to ship the cargo to the destination. 'Collective' through bill of lading is usually receivable at the banks as a transport document and can be valued as securities (Tetley, 1998, p. 928).

### **1.3. 'False' Through Bill**

The professor W. Tetley calls this bill of lading 'bill of lading with obligation to forward'. He does not think, that it is a through bill of lading, that in usual conditions can be accepted by bank as a transport document (accordingly, it is not securities either) (Tetley, 1988, p. 928).

The discussion, whether the bill of lading with obligation to forwarding is through, has started in 1921 in the case *Cliff v. Hull and Netherlands S.S. Co* (Lloyd, 1921, p. 136). In this case the carrier (the ship owner) had issued the bill of lading, according to which, the cargo had to be carried from Rotterdam to Hull. The bill of lading included the article stating that the cargo 'has to be forwarded from Hull to Manchester'. This case has identified that it was not the pure bill of lading- the carrier acted as the dispatcher or forwarding agent from Hull. We must accept that the continental tradition has the analogous attitude to this bill of lading (De Witt, 1995, p. 308).

This transport document is the evidence of combined contractual legal relationship between the consignor of cargo and the carrier. In this contract the carrier did not take the liability to deliver the cargo to the final destination, and he has to deliver and transmit the cargo to another, chosen by him, carrier who issues an individual bill of lading. Thus, from the loading to the transmission to the last carrier, civil liability of the initial carrier stops and, in a full sense of the word, his liability *culpa in eligendo*

as dispatcher's (agent's) begins: he is liable only for qualitative and suitable choice of carrier.

In contradiction to W. Tetley, R. De Witt espouses the conception, whereby the bill of lading can be conferred the document of property and be accepted at the banks as transport document only during cargo carriage to the destination, and since the moment the cargo is transmitted to the final carrier, in other words, since the beginning of the dispatcher functions fulfilment by the initial carrier this bill of lading is not a proprietary act, and the function of the last-mentioned is accomplished by the individual bill of lading issued by the final carrier (De Witt, 1995, p. 308).

The order of usage of cargo consignment in multimodal transportations also should be analyzed, so that the research would be detailed. On the other hand, as there is no possibility to do it in this small work, the author will show his attitude towards these documents in another article.

## **2. The Conception and Characteristics of Multimodal Transport Document**

Multimodal (combined) cargo shipment, where a cargo is carried by different means of transport with a single transport document and is organized by a single subject taking the liability for the entire carriage appeared in the middle of the last century and since then the transport documents used in through combined service have been being improved constantly. In practice, the operator of multimodal carriage may issue different forms of documents confirming cargo multimodal shipment. For example, multimodal transport document may also be an air waybill if the operator is an air carrier, because Warsaw Convention (Valstybės žinios, 1997, No. 19-414) Article 31 allows to invoke the provisions of this Convention to multimodal (combined) carriage too, if the cargo is carried by air a part of the itinerary (Chan, Ng, Wong, 2002, p. 422). Different international associations (e.g. BIMCO – Baltic and International Maritime Council, FIATA – Fédération Internationale des Associations de Transitaires et Assimilés; engl. 'International Federation of Freight Forwarders Associations') have created multimodal transport document forms, the usage of which spread widely at international commercial circulation. FIATA has delivered the form of multimodal transport documents, which in 1983 was officially accredited as a transport document, used in international practice of bank bills of credit, by International Chamber of Commerce (ICC) '*Uniform Customs and Practice for Documentary Credits*' 1983, Revision enter into force as form 1 October 1984; Publication of ICC. No 400. It is recommended that the banks should not refuse to accept the rules in Article 25 in the documents called 'Combined Transport Bill of Lading', 'Combined Transport Document', 'Combined Transport Bill of Lading or Port-to-Port Bill of Lading'. The Article 26 I.C.C. Uniform Customs and Practice for Documentary Credits (1993, Revision. I.C.C. Publication No. 500) has already mentioned the multimodal transport document (MTD).

As 1980 The Convention of United Nations 'About the Multimodal Transportation of Goods' (the MT Convention) has not been adopted yet, the participants of international transportation nowadays follow the main international document

regulating MTD, i.e. also UNCTAD/ICC Rules for Multimodal Transport Document, ICC Publication 481. MTD differs from other transport documents in the way that carriage contract party when making the contract, beforehand perceive the cargo to be carried by more than one means of transport. Moreover, MTD fulfils the same functions as any other transport document:

- proves the fact of contract making;
- confirms the transmission of the cargo to the carrier;
- in some cases is securities, a document confirming its owner's right to receive the indicated goods (cargo) from the carrier and dispose them; or a document confirming the right of a person indicated to receive the cargo from the carrier.

We assume that the analysis of the bill of lading, as a transport document may also be adapted to multimodal transport document.

In the rules of unified multimodal transport document the MTD is described as a document confirming the contract of cargo multimodal (combined) carriage and which may be replaced by emailing, in the way it is allowed by the normative acts for mandatory application, if it has been issued:

- as a marketable security;
- as a non-circulating document.

Unified multimodal transport document rules do not determine any requirements for MTD content, therefore BIMCO and FIATA in the forms of documents that they have offered refer to commercial practice and other international documents (e.g. The Regulative Rules of Unified Bills of Credits). On the other hand, the reverse side of the page of all MTD forms (e.g. Combined Transport Bill of Lading, MTD form offered by BIMCO; FIATA Multimodal Transport Bill of Lading, WTD form offered by FIATA) contains printed conditions of cargo multimodal (combined) carriage contract. As these forms are most widely spread, we can state, that contract subjects make it on standard conditions. On the forms of MTD, mentioned above, all the following contract conditions are described: carriers' and multimodal (combined) shipment operator's conditions of liability, the cargo consignor's, consignee's rights and duties, and etc. It was observed that all the forms of these documents contained an indication that Hague-Visby Rules are invoked to multimodal (combined) carriage operator's liability if the imperative national law or international Convention regulations do not proof the contrary.

Therefore, to generalize the stated, I suggest the following conception of MTD: a multimodal transport document – is a document confirming a contract according to which the cargo multimodal (combined) shipment is performed, the cargo acceptance by the carrier or operator and their liability to deliver the cargo to the destination and afterwards deliver it to the consignee. This document may be drawn up in electronic way.

## Conclusion

With reference to this analysis, it could be stated, that:

1. The carriage, under cargo multimodal (combined) shipment contract, is conventionally performed with a single transport document, as contractual relationship between the operator of cargo multimodal (combined) shipment and on-carriers together with supporting personal transport documents (bills of lading or waybills [consignments]).
2. Multimodal cargo carriage according to the cargo multimodal (combined) carriage contract might be performed according to a multimodal transport document (MTD) or 'pure' through bill of lading, and through combined service according to the bill of lading and waybill. The main functions of transport document are: a) the prove of the contract making fact; b) is/ is not securities confirming its owner's right to receive and dispose the goods (cargo) from the carrier indicated within, c) the proof of cargo transmission to carriage operator's/shipper's multimodal (combined carriage).
3. One transport document copy (or the package of them) is transmitted from one carrier to the next one in through multimodal services. All the carriers make appropriate designations about cargo acceptance, and in this way they join the cargo carriage contract and since this moment all the carriers of the contract are liable as joint and several. On cargo multimodal (combined) carriage (all the carriages where liability is taken by a single person) there are either multimodal transport documents, or 'pure' through bills of lading used. Multimodal transport document and 'pure' through bill of lading are delivered by the shipper liable for the cargo. The on-carrier may issue the bill of lading published by themselves (or sign the waybill issued by the consignor), which is the proof of carriage contract at a certain distance. The personal bill of lading 'serves' the multimodal or another cargo carriage, when a single subject is liable for it.
4. There might be a situation, when there are two (through and personal) bills of lading confirming the right to the same cargo in civil turnover. In this case the conflict between owners of multimodal transport document (through bill of lading) and personal bill of lading is unavoidable. The conflict situation may be avoided only along with a sea waybill. It means, that factual carrier must be liable to deliver the sea waybill, which is not marketable securities, but just the proof of the sea shipping contract and carrier's receipt of goods, where the carrier's duties of to transmit the cargo to the indicated person, to the operator of cargo multimodal (combined) carriage are indicated in the bill. These problems cannot arise during the cargo shipment by other (not sea) means of transport, as all the cargo waybills are not securities.

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