IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS OF ENGLAND AND WALES
COMMERCIAL COURT (KBD)

IN THE MATTER OF THE ARBITRATION ACT 1996
AND IN THE MATTER OF AN ARBITRATION CLAIM

BETWEEN:

PEDREGAL MARITIME SA

Appellant

-and-

BATAVIA EXIMPT & CONTRACTING (S) PTE LTD

Respondent

SKELETON ARGUMENT ON
BEHALF OF THE APPELLANT

References to the Joint Core Bundle are in the form ***[B/Tab/Page]***

(A) INTRODUCTION

1. This is the Appellant's skeleton argument for the hearing of an appeal from the decision of Knowles J dated 22nd July 2025 **[B/1/1]** dismissing the Appellant's appeal under section 69 of the Arbitration Act 1996 ("the Act"). That appeal itself related to an arbitration award of the late Mr Ian Kinnell QC dated 16th February 2023 ("the Award").

2. The issue arising, in respect of which Knowles J granted permission to appeal, is one of general public importance and concerns the correct interpretation of Article I(c) of the Hague-Visby Rules ("the HVR").

3. Article I(c) contains the HVR's definition of "goods" and specifically excludes from that definition, and so from the ambit of the rules themselves, "*cargo which by the contract of carriage is stated as being carried on deck and is so carried*".

4. The question of law before the Court concerns what needs to be stated in the contract of carriage[1], in order for the Article I(c) exclusion to apply in circumstances where part of the cargo is carried on deck and part is carried under deck.

5. The conclusion of the Judge was: (1) Article I(c) does not require the bill of lading to identify the precise parcels being carried on deck; (2) equally, Article I(c) does not require the bill of lading to state sufficient information to enable the parties to the bill of lading contract to identify which parcels are and are not subject to the HVR, or the value of the cargo carried on deck; (3) rather, the question of whether the information stated on the face of the bill of lading is sufficient to disapply the HVR is to be assessed on a case by case basis.

6. The Appellant respectfully submits that this is wrong. The purpose behind the requirement that the bill of lading state on its face that some or all of the cargo is carried on deck is to enable the parties thereto to identify their respective risks and responsibilities. That necessarily means that the parties must be able to tell, from the face of the bill of lading, what the value of the cargo being carried on deck is and which parcels are not subject to the HVR.

7. Accordingly, the bill of lading must either identify the precise parcels being carried on deck or, as a minimum, must contain sufficient information to enable both the original parties to the bill, and any subsequent parties thereto, to ascertain the foregoing matters.

8. The appeal should be allowed therefore.

FACTUAL BACKGROUND

9. The underlying dispute arose under four bills of lading ("the Bills of Lading") for carriage of a cargo of 36,934 JAS CBM of New Zealand Pine Logs ("the Cargo") on the Appellant's vessel MV TAIKOO BRILLIANCE ("the Vessel") from New Zealand to Kandla, India (Judgment [2]) **[B/1/2]**.

[1] Which for these purposes means the relevant bill(s) of lading.

10. Two of the four Bills of Lading stated that some of the Cargo was carried on deck. Specifically, Bill of Lading numbered 190502 **[B/5/78]** stated that 22,994 pieces were carried on deck, and Bill of Lading numbered 190504 **[B/5/82]** stated that 16,662 pieces were carried on deck (Judgment [3]) **[B/1/3]**.

11. The Respondent was the holder of the Bills of Lading at all material times. The Bills of Lading provided on their reverse that any dispute was to be referred to arbitration (Judgment [5]) **[B/1/2]**.

12. The Vessel proceeded to Kandla to discharge the Cargo and arrived there on or around 11th September 2019. The Cargo was discharged between 16th and 23rd September 2019 (Award [73]) **[B/4/51-52]**.

13. The Bills of Lading were not available at Kandla and discharge took place against a letter of indemnity provided to the Appellant by the charterer of the Vessel (Judgment [4]) **[B/1/2]**.

14. The Cargo was at first held in the custody of an agent at the port of Kandla, Arnav Shipping PVT ("Arnav"). It was subsequently delivered by Arnav to a third party without production of the Bills of Lading between 16th and 27th September 2019 (Award [73]) **[B/4/51-52]**.

15. On 18th August 2020, a writ was issued in the High Court of Singapore by the Respondent for the arrest of NAVIOS KOYO, a sister ship of the Vessel[2] ("the Singaporean Proceedings").

16. NAVIOS KOYO was arrested on 18th September 2020. Security was provided for the release of that vessel and it was in fact released on 25th September 2020 (Judgment [5]) **[B/1/2]**.

17. The Respondent did not discontinue the Singaporean Proceedings and, as a result, the Appellant applied for a stay of them on the basis that their pursuit amounted to a breach of the arbitration clause in the Bills of Lading.

18. The stay was granted by an Assistant Registrar of the High Court on 20th December 2020. The Respondent appealed against this decision but it was confirmed by the High Court on

[2] Judgment [5] **[B/1/2]**.

15th March 2021 and then reconfirmed by the Singapore Court of Appeal on 19th October 2021 (Judgment [6]) **[B/1/2]**.

19. Meanwhile, London arbitration proceedings were commenced by the Respondent on 22nd or 24th December 2020, i.e. more than a year after delivery of the Cargo (Judgment [7]) **[B/1/2]**.

20. The Appellant sought to defend those claims *inter alia* on the basis that the Respondent's claim was time-barred pursuant to Article III,6 of the HVR (Judgment [8]) **[B/1/2]**.

21. The Respondent disputed this on various bases. Firstly, that Article III,6 of the HVR did not apply to misdelivery claims at all. Secondly, that the Singapore Proceedings amounted to "suit" for the purposes of Article III,6. Thirdly, and the key argument for present purposes, that the HVR did not apply to the portion of the cargo carried on deck and thus any claim in respect of that cargo could not be time-barred.

22. The Arbitrator found against the Respondent on the first and second of these arguments, but agreed with the Respondent that the HVR did not apply to the cargo carried on deck. The upshot of this was that part of the claim was time-barred and part of the claim succeeded (Judgment [8]) **[B/1/2]**.

23. The Arbitrator thereafter had to assess the value of the cargo that was carried on deck for the purposes of calculating the damages due to the Respondent. In order to do this, the Arbitrator was forced to have recourse to various extraneous material, primarily material generated after the Vessel's arrival at the discharge port (Award [100]) **[B/4/65]**.

24. On 26th June 2023, Bright J granted the Appellant permission to appeal under section 69 of the Act on the question of whether the HVR applied to the proportion of cargo carried on deck.

25. The Appellant's appeal was heard before Knowles J on 2nd April 2025 with judgment being handed down dismissing the appeal on 22nd July 2025 **[B/1/1]**. At the consequentials hearing on 14th October 2025, Knowles J granted permission to appeal from his decision **[B/2/10-11] [B/3/12-13]**.

26. As an aside, the Respondent also appealed from the Award on the issue of whether the Singapore Proceedings amounted to "suit" for the purposes of Article III,6. Knowles J

found against the Respondent on that point, but granted the Respondent permission to appeal **[B/2/10-11]**. It is expected that the Appellant and the Respondent's respective appeals will be heard together.

(B) THE PRESENT APPEAL

27. Article I(c) of the HVR provides as follows:

> "*Article I*
>
> *In these Rules the following words are employed, with the meanings set out below: –*
>
> *...*
>
> *(c) "Goods" includes goods, wares, merchandise, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.*"

28. The issue arising relates to the words "*which by the contract of carriage is stated as being carried on deck*". The relevant question of law arising from these words is as follows: where cargo covered by a bill of lading is carried partly on and partly under deck, what statement must there be on the face of the bill of lading to engage the exception in Article I(c)?

29. The Arbitrator appears to have concluded that it was sufficient to demonstrate compliance with Article I(c) that the Bills of Lading just stated the quantity of cargo, but not the precise parcels, carried on deck (Award [97]) **[B/4/63-64]**.

The reasoning of the Judge

30. As noted above, the Judge rejected the Appellant's appeal in relation to the application of the HVR to the cargo carried on deck. His reasoning for so doing was as follows:

    a. Article I(c) does not require the parties to the bill of lading contract to be able to quickly and easily identify whether goods carried on board a vessel fall within the scope of the HVR (Judgment [28]) **[B/1/6]**.

    b. Identification of the precise package numbers of the portion of the cargo carried on deck is *a* simple way, but not the *only* way of providing an adequate description of that cargo for the purposes of Article I(c) (Judgment [33]) **[B/1/7]**.

c. The nature of Article I(c) is such that there will be evidential questions in each case (Judgment [35]) **[B/1/8]**.

d. There is not one single approach to drafting a bill of lading required by Article I(c), but rather what is needed to satisfy that provision will vary depending on the nature of the cargo (e.g. whether it is homogenous) and the circumstances (Judgment [36]) **[B/1/8]**.

e. The Appellant's construction asks too much of Article I(c) by way of certainty (Judgment [37]) **[B/1/8]**.

f. Whilst the construction of Article I(c) may not vary from case to case, what is required to satisfy it may vary from case to case (Judgment [38]) **[B/1/8]**.

g. Uncertainties will remain that require more than the relevant part of the definition of the exception in Article I(c) was designed to resolve (Judgment [39]) **[B/1/8]**.

h. Article I(c) is a provision which asks two questions: what cargo was carried on deck and then was the statement on the face of the bill of lading sufficient in the circumstances (Judgment [40]) **[B/1/8]**.

i. Whilst the requirement for a statement on the face of the bill of lading may have been undertaken imperfectly here, the Arbitrator concluded that it was undertaken sufficiently and his factual conclusion in this regard is to be respected (Judgment [41]) **[B/1/8]**.

j. The Arbitrator was therefore not wrong in law to conclude that on the facts of the case, Article I(c) was satisfied (Judgment [42]) **[B/1/9]**.

31. With respect to the Judge, it is not entirely clear from the Judgment what, as a matter of interpretation of Article I(c), the minimum information that must be conveyed by the statement on the face of the bill of lading is, in order for the Article I(c) exclusion to be engaged.

32. Even if it is correct that the requirements of Article I(c) can be satisfied in a variety of ways, there is still the prior question of what those requirements are. This is a question of

law, i.e. on the true interpretation of Article I(c), what information needs to be imparted to the parties to the bill of lading contract by the statement on the face of the bill of lading? The Judge does not state in clear terms what the requirements of Article I(c) are in this regard.

33. What does appear to be clear though is that the Judge construed Article I(c) as not requiring the bill of lading to identify the precise parcels being carried on deck, nor as requiring the bill of lading to contain on its face sufficient information to enable the parties to the bill of lading contract to identify which parcels are subject to the HVR (and which are not) and to ascertain the value of the cargo carried on deck. That the Judge was of the latter view must inevitably follow from the fact that:

    a. It is not actually possible to ascertain either of the foregoing matters from the information on the face of the Bills of Lading.

    b. There was no finding of fact by the Arbitrator in the Award that these matters could be ascertained from the information on the face of the Bill of Lading. To the contrary, and as already noted, the Arbitrator was only able to assess the value of the cargo carried on deck by relying on extraneous material (and, not only that, extraneous material that did not exist at the time the Bills of Lading were issued, see [34] of the Judgment **[B/1/7-8]** and [100] of the Award) **[B/4/65]**.

    c. The Judge did not suggest that the Arbitrator had made a finding of fact to the foregoing effect, or himself make any such finding of fact.

34. The Appellant respectfully submits that the Judge's interpretation of Article I(c) was wrong, and the Bills of Lading had to identify not just the quantity of cargo being carried on deck, but the precise parcels so carried, in order for the Article I(c) deck cargo exclusion to be engaged. Alternatively, the Bills of Lading had to contain on their face sufficient information to enable the parties to the bill of lading contract to identify which parcels are subject to the HVR (and which are not) and to ascertain the value of the cargo carried on deck.

35. The aforementioned interpretation(s) of Article I(c) is correct because:

a. It is consistent with the natural and ordinary meaning of the words used in Article I(c).

b. It is consistent with the purpose of the HVR.

c. It is consistent with the approach adopted in other HVR jurisdictions, namely Canada.

d. It is in line with the approach advocated in the leading textbooks.

36. Each of the aforementioned points will be considered in turn.

(1) The proper construction of Article I(c)

37. The question before this Court is what is meant by the following words in Article I(c): "*cargo which by the contract of carriage is stated as being carried on deck*".

38. The starting point is the language of Article I(c), which seeks to identify which cargo is excluded from the definition of "*goods*", namely cargo that is (1) in fact carried on deck and (2) is so stated as being carried in the bill of lading.

39. "*Goods*" in this context are likely to encompass a broad range of items. Article I(c), by the words "*which… is stated*", imports an identification requirement in relation to each item said to comprise the "*goods*", in order for that item to be excluded from the scope of the HVR.

40. If the bill of lading contains only a statement of quantity, there is no item in relation to which it can be said that it is "*stated as being carried on deck*". All that can be said to be stated is that the item is part of a bulk of cargo some of which is in fact carried on deck. Therefore, a statement of mere quantity is insufficient.

41. It should be noted that this conclusion is consistent with the fact that any ambiguity on the question of whether the application of the HVR has been excluded via Article I(c) should be resolved against the carrier (such that the HVR are held to apply to the goods in question), see The BBC Greenland [2011] EWHC 3106 (Comm) at [21].

(2) The purposes of Article I(c)

42. The Appellant's suggested interpretation of Article I(c) accords with the purpose of requiring the bill of lading to contain a statement that the relevant cargo is being carried on deck.

43. The purpose of this requirement must*, inter alia*, be so as to allow the parties to the bill of lading contract (which must include not just the original parties but any subsequent parties thereto): (a) to identify whether or not goods carried on board a vessel are subject to the HVR; (b) to identify the value of the cargo being carried on deck. The Judge appeared to agree that this was the purpose of the Article I(c) requirement (Judgment [27]) **[B/1/6]**.

44. For these purposes, it is not enough for the bill of lading just to state how much of the cargo is being carried on deck. The shipper and any subsequent holder of the bill of lading needs to know which precise parcels are being carried on deck. There are several reasons for this.

45. Firstly, if the precise parcels which have been loaded on deck are not specifically identified on the face of the bill then, unless the cargo is homogenous[3], it will not be possible to identify the value of the cargo being carried on deck. This will inevitably have a significant impact on the parties' insurance arrangements (especially bearing in mind the fact that cargo carried on deck is likely to be more costly to insure, due to the increased risks associated with its carriage[4]).

46. Secondly, where a bill of lading is issued in respect of cargo which, as here, is carried partially on deck and partially under deck then, if Article I(c) has the effect of disapplying the HVR to the cargo carried on deck, two different liability regimes will apply to the bill of lading: for the cargo carried under deck the HVR will apply, for the cargo carried on deck either the carrier's standard terms or duties implied at common law will apply.

47. It is thus critical for the parties to the bill of lading contract to know precisely which cargo is in fact carried on deck. If some of the cargo arrives at the discharge port in a damaged condition, then unless it can be identified from the face of the bill of lading whether the precise parcels that have been damaged were carried on deck, there will be uncertainty as

[3] Which was not the case on the present facts. This can be seen from the information stated on the face of the Bills of Lading from which it can be seen that the average volume or size of the logs is different in each of the parcels **[B/5/76-83]**.
[4] As confirmed by the Travaux Préparatoires, see the 1921 ILA Hague Conference, Second day's proceedings, 31 August 1921, pp. 648-649 ([78]–[79]).

to which of the two competing liability regimes apply to any claim in respect of the damage.[5]

48. The Appellant's primary case is that the only way that the aforementioned purposes can be satisfied is by the bill of lading identifying the precise parcels being carried on deck. Otherwise, if cargo is discharged in a damaged condition, there is no other way that the parties to the bill of lading contract can identify whether any claim in respect of that damage is or is not subject to the HVR.

49. In the alternative, the bill of lading must contain on its face sufficient information to enable both the original parties to the bill of lading contract, and any subsequent parties thereto, to ascertain the value of the cargo carried on deck and/or which parcels are subject to the HVR and which are not.

50. The Judge seemed to accept that these were the purposes behind the Article I(c) requirement (in part at least – see [27] of the Judgment[6]) **[B/1/6]**, but was evidently of the view that it was enough to satisfy those purposes if the parties to the bill of lading contract could ascertain the position by reference to extraneous material.

51. This is wrong. That such information must be contained on the face of the bill of lading is apparent from the fact that the purpose behind the Article I(c) requirement is to enable any party taking delivery of the bill of lading to know whether the goods that it is buying are subject to the HVR, see Svenska Traktor AB v Maritime Agencies (Southampton) [1953] 2 Q.B. 295 at 300:

"*The policy of the Carriage of Goods by Sea Act, 1924, was to regulate the relationship between the shipowner and the owner of goods along well-known lines. In excluding from the definition of "goods," the carriage of which was subject to the Act, cargo carried on deck and stated to be so carried, the intention of the Act was, in my view, to leave the shipowner free to carry deck cargo on his own conditions, and unaffected by the obligations imposed on him by the Act in any case in which he would, apart from the Act, have been entitled to carry such cargo on deck, provided that the cargo in question was in fact carried on deck and that the bill of lading covering it contained on its face a statement that the particular cargo was being so carried. Such a statement on the face of the bill of lading would serve as a notification and a warning to consignees and indorsees of the bill*

[5] Equally, if in such a scenario there are two bills of lading and two different consignees, how could it be identified whose cargo has been damaged? These are problems that would arise even if the cargo were homogeneous.

[6] In which the Judge accepted that the purpose of Article I(c) providing for a bill of lading to state that cargo is carried on deck is to allow a holder of the bill of lading to identify whether goods carried on board a vessel fall within the scope of the HVR.

of lading to whom the property in the goods passed under the terms of section 1 of the Bill of Lading Act, 1855 , that the goods which they were to take were being shipped as deck cargo. They would thus have full knowledge of the facts when accepting the documents and would know that the carriage of the goods on deck was not subject to the Act." [7]

(emphasis added)

52. As a final point in this context, the Appellant's construction of Article I(c) does not place any real burden on the carrier. The carrier must (or should) know exactly which parcels of the cargo have been stowed on deck. Accordingly, it should be required to state this information on the face of the bill of lading. Indeed, it would be somewhat bizarre, given the purpose of Article I(c), to permit the carrier to withhold relevant information from the other parties to the bill of lading contract.

(2) Other jurisdictions support the Appellant's construction of Article I(c)

53. Whilst the English courts have not considered this issue, it has been addressed in the courts of other HVR contracting states.

54. The Court of Appeal of British Columbia considered the meaning of the words "*cargo which by the contract of carriage is stated as being carried on deck*" in Article I(c) in Timberwest v Gearbulk Pool Ltd [2003] BCCA 39.

55. Timberwest concerned the shipment of a cargo of lumber logs. Some of the cargo (920 packages) was sold by the shipper, Timberwest, to a consignee named Van Hoorebeke and the rest (805 packages) was sold to a different consignee, Altripan.

56. The lumber was carried on board the defendant carrier's (Gearbulk's) vessel. Gearbulk's agent, Seaboard International Shipping Company Limited ("SISCO"), issued two bills in relation to the cargo, B/L No. 300 and B/L No.301 ("the SISCO Bills").

57. The SISCO Bills each contained a notation to the effect that 86% of the cargo was stowed on deck and 14% was stowed under deck.

[7] The suggestion that recourse may be had to extraneous material is also inconsistent with the French text of Article I(c), which provides that the relevant information must be "déclarée" in the bill of lading. This indicates that a formal statement of the position is required and must appear on the face of the bill itself.

58. The lumber which was carried on deck was damaged during transit. Timberwest and the two purchasers sued Gearbulk for the damage. Gearbulk sought to defend the claim on the basis of an exclusion of liability contained in the SISCO Bills for loss and damage to cargo carried on deck. Timberwest argued in response that this exclusion clause was invalidated by Article III,8 of the HVR. Gearbulk riposted by contending that the HVR did not apply to the cargo carried on deck as it did not constitute "*goods*" under Article I(c) thereof.

59. Much as in the present dispute, one of the questions arising at trial was whether or not the cargo was "*stated*" as being carried on deck in the bills of lading for the purposes of Article I(c) of the HVR.

60. The judge at first instance found against Gearbulk, who appealed the decision. The Court of Appeal for British Columbia dismissed the appeal, observing that:

> *"[45] ...the trial judge correctly interpreted and applied these principles when he said…'...It is clear that both at common law and by statute there is a need to establish certainty in contracts of carriage with respect to the conditions of carriage so as to clearly identify each party's potential risk. The certainty must exist at the time the legal implications are created, when the bills of lading are issued, not subsequently by reference to later events.'*
>
> *[46] ...the conclusions reached by the trial judge reflect a construction of the definition of "goods" that accords with practical affairs and business efficacy, in that certainty is necessary for the parties to commercial transactions to assess their respective risks and determine the appropriate price for their goods and services.*
>
> *...*
>
> *[47] ... the parties could not, when the bills of lading were issued, determine the value of the cargo that was stored on deck, and thus could not determine their respective risks. It is true that the parties know now that all of the damaged cargo was carried on deck, and Gearbulk saved some of the cargo from damage by storing it below deck. I agree with the trial judge, however, that a principled approach requires that the contract must be sufficiently clear so that the parties can determine their risks and responsibilities prospectively, not in light of subsequent circumstances.*
>
> *...*
>
> *[48] The principled approach also precludes an attempt to determine the quantity of each of Van Hoorebeke's and Altripan's shipments stowed on deck. I would reject Gearbulk's arguments that the trial judge should have made such findings of fact and accept the trial judge's reasons for not doing so. Furthermore, a determination of the quantity, or percentage, of each cargo that was stowed on deck would not be sufficient, as the value of that cargo could not thereby be determined."*

61. This decision was upheld by the Court of Appeal of British Columbia in a second set of proceedings arising on the same facts, where Gearbulk argued that the Court of Appeal in the first set of proceedings had erred in its approach.

62. The Court of Appeal in the second set of proceedings rejected Gearbulk's contention:

> *"19. ...The rationale of the Underlying Action in both courts* [in the first set of Gearbulk proceedings] *was a principled approach that required a description that would permit a shipper to determine the extent of the risk presented by the cargo stowed on deck. Quantity and value are the elements of that risk and both must be included in the cargo identification sufficiently to allow the extent of the shipper's risk to be calculated.*
>
> *...*
>
> *20. It was common ground that the simplest manner of providing an adequate description would have been to identify lumber by package number, as all of the dimensions of the lumber within the package could be ascertained and value readily determined... the evidence and the trial judge's findings of fact supported his conclusion that* [Gearbulk's] *liability was caused by the inadequate description of the on deck and under deck portions of the cargo by Gearbulk's supercargo."* [8]

63. Thus these judgments stand as authority for the following propositions:

    a. Article I(c) requires that there be "certainty" as to the conditions of the contract and the parties' respective risks and responsibilities. In practical terms, this means that it must be apparent what the value of the cargo being carried on deck is.

    b. That certainty must not just exist at the time the bill of lading is issued but it must be apparent from the statement on the face of the bill required by Article I(c), so as to enable the parties to determine the risks involved in the carriage prospectively.

    c. The fact that the parties are able to subsequently determine the relevant matters is irrelevant. As such, it is not permissible for any judge at trial to seek to make findings of fact on the evidence in respect of these matters.

64. The Judge's conclusion runs contrary to all of the above propositions.

(3) Textbooks support the Appellant's construction of Article I(c)

[8] Timberwest has been subsequently approved in a more recent judgment of the Federal Court of Canada in de Wolf Maritime Safety BV v. Traffic-Tech International Inc. 2017 F.C. 23, [40], [41]-[42].

65. Prior to the decision at first instance, there was no English law authority which has considered this issue. However, it had been commented on by the leading shipping law textbooks, all of which favoured the view that Article I(c) should be construed in the manner proposed by the Appellant. In particular:

    a. Scrutton on Charterparties and Bills of Lading (25th ed.) [9-138], [14-067] FN 181.

    b. Carver on Bills of Lading (5th ed.) [9-119].

    c. Voyage Charters (5th ed.) [66-73].

    d. Bills of Lading (Aikens et al) (3rd ed.) at [11.86][9].

(5) Summary

66. The Judge's decision was wrong as a matter of principle. It accords with neither the wording nor the purpose of Article I(c). Not only that, it creates uncertainty and enlarges the scope for disputes between the parties, rather than leaving the question of whether the HVR apply something which can be easily verified. As a result, English law is now out of step with the position in other jurisdictions as to the correct interpretation of Article I(c).

(C) CONCLUSION

67. This Court is therefore asked to conclude that, on the true and correct interpretation thereof, Article I(c) requires a carrier to specify the exact parcels in fact carried on deck so as to exclude the application of the HVR to those parcels. Alternatively, the carrier must provide on the face of the bill of lading sufficient information to enable the parties thereto to identify which specific parcels are carried on deck and/or the value of any cargo carried on deck.

[9] To be fair, in Bills of Lading, the authors refer to the decision in Gearbulk but without explicitly stating that it represents their view of the law. The Appellant contends however that the fact that the decision is not disapproved of indicates the authors' implicit approval of it.

68. On the basis of the foregoing, the Court is respectfully requested to allow the Appellant's appeal.

CHRIS SMITH K.C.

MAYA CHILAEVA

4 November 2025

Quadrant Chambers