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Bill's of Lading Implication in International Trade

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Abstract

Development of international law is rapidly increased which gives impact to the world economy, particularly on international trade. Bills of Lading is one of the important documents of the letter of credit (L/C) as a means of payment transactions for the exporters and importers to reduce the liability for risks that may arise in international trade. In the practice of international trade, bills of lading based on the International Convention Brussels, August 26, 1924 via the Hague Rules 1924. In Indonesia, bills of lading settings can be viewed through the provision of Article 506 Book of the Law of Commercial Law (Commercial code), Article 613, 1320 s / d 1338 Civil Code, Article 25 paragraph (1) Law no. 11 of 1995 on Excise and deregulation as well as government policies such as: Active Learning, 1986, 1987 This package, PAKTO and PAKNO 1988, coupled with the principle and the principle of GATT / WTO which has been ratified by Indonesia.

Keywords: Bills of Lading; International Trade; and Indonesia.

1. Introduction

1.1. Background of the Study

Development of international law is rapidly increased, it gives impact to the world economy, particularly on international trade (Mochtar Kusumatmadja, 1976 :5). It is proved by the conclusion of some international agreements about enactment on international trade, such as: *General Agreement on Tariffs and Trade (GATT)*, *World Trade Organization (WTO)*, *Agreement First Talk Afterwards (AFTA)*, *Asia Pacific Economic Cooperation (APEC)*, etc. The aim is to improve the world economy. The development of international law is not only limited to the above agreements but also to support the state interests. By contrast, the national law development needs to improve international community, that is for the creation of well-being and harmony of international community life. In Indonesia as the manifestation of free and active foreign policy and the doctrine of the archipelago insight. Overall those are stated in the international economic forum and politics. (Sunaryati Hartono, 1991 :17).

Indonesia as a developing country, until now is still facing complicated and heavy economic structure. Domestic production still consists mostly of agricultural and mining which should be exported. Most consumer goods still needs to be imported from abroad. So the emergence of interdependence among the other countries with the international community life with the purpose to meet any needs or interests of each country.

The interdependence of economics is one of the basic conditions of international life, and no country can stand alone economically to meet and maintain their life (Teuku, 1993:1119). The interdependence in the life of the international community is because each country has a difference from the point of its natural resources, the climate, geographical location, total population, skill, labour, the state of economic and social structure. Such differences may lead to differences in the goods produced, fees required, quality and profit. Production of a country can not necessarily be consumed entirely in the nation, thus encouraging people to sell their products to other countries or through international.

Every international trade transaction can be viewed either as an import or export transactions. In this discussion import and export are limited to the visible goods only. The existence of bill of lading is important in the implementation of international trade, especially in the achievement of trade relations.

1.2. Problems of the Study

- How are the role and process bills of lading in the international trade?
- How is the implication of bills of lading in the international trade in Indonesia?

1.3. Aims of the Study

- To determine the role and process bills of lading in international trade.
- To determine the implication bills of lading in the international trade in Indonesia.

1.4. Research Methodology

Methodology used in this research was normative, namely the analysis was based on philosophy of law, principles and norms applicable law. The law source material was obtained through library research with legal materials such as primary law, secondary and tertiary (Sunaryati Hartono, 1994: 131-141). The collection of legal materials was conducted by performing classification, reading, note taking of the legal materials. Afterwards, the

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I. Introduction.

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Every international trade transaction can be viewed either as an import or export transactions. In this discussion import and export are limited to the visible goods only. The existence of bill of lading is important in the implementation of international trade, especially in the achievement of trade relations.

1.2. Problems of the Study

- a. How are the role and process *bills of lading* in the international trade?
- b. How is the implication of *bills of lading* in the international trade in Indonesia?

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- a. To determine the role and process bills of lading in international trade.
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processing and analysis were conducted qualitatively with logical deduction by using normative devices, namely legal construction and interpretation. So that the logical and scientific conclusion could be created based on the problems.

II. Discussion

1. Definition and Types bill of lading

The definition of bill of lading according to *Kamus Besar Bahasa Indonesia* (KBBI) is bills of lading, certificate of introduction of goods transported by ship. (Departement of education & Culture, 1995 : 519).

According to Amir, MS. *bills of lading* is the receipt of goods that have been loaded on the ship, which is also as document of title, namely as the proof of ownership of goods, and besides it is as the proof of transporting agreement of goods by sea (Amir, MS, 1985 : 53).

Furthermore, article 23 (a) *Uniform Custom and Practice for Documentary Credit (UCP) 500*, states bill of lading is : "documents which obviously shows the name of the carrier, signed by the carrier appointed on behalf of the carrier, shows the goods have been loaded on board issuance date" (gunawan Widjaja & Ahmad yani, 2001 : 15).

The definition of bill of lading can also be found in Konvensi *Haque Rules 1924*, which was changed with The Hamburg Rules 1978, Article 1 (7), it was written that: "against surrender of the document. A provisions in the document that the goods are to be delivered to the order of named person or to order, or to bearer, constitutes such an undertaking". (Wiwoho Soedjono, 1986 : 54).

Under the provisions of the law books of Indonesian commercial law book II, chapter VA, on the transport of goods in Article 506 states bill of lading is "a letter was dated in which the carrier explained that he had received the goods to be transported to a particular destination and there handed it to certain people, furthermore it also explained the condition whether the item will be delivered" (KUHD, Article 506).

In shipping, there are two (2) kinds of bill of lading (B/L), namely:

1. Received for shipment bill of lading.

2. Shipped on board bill of lading. (Wiwoho Soedjono, 1986 : 54)

Received for shipment bill of lading issued for the goods to be loaded on board, whereas Shipped on board bill of lading is bill of lading issued for goods already loaded on certain ships.

The most important from the two types of bill of lading is shipped on board bill of lading, because every time it receives a bill of lading from the shipping company the bill of lading document should be scrutinized carefully.

Besides bill of lading explained above, there are some types bill of lading which used in international trade, namely:

1. *Negotiable Bill of Lading (Original Bill of lading)* and *Non Negotiable Bill of lading*. Negotiable bill of lading is bill of lading which can be used as a valuable document for the disbursement Letter of Credit or can be traded. As opposed negotiable bill of lading it is known non negotiable bill of lading namely the copy bill of lading which cannot be used for disbursement Letter of Credit.
2. *Shipped on board Bill of Lading dan Receipt Bill of Lading*, issued by the carrier as a receipt of goods where the goods have been received on carrier board. Whereas Receipt bill of lading is bill of lading issued by the carrier, but the goods have not been received on board.
3. *Clean and Foul Bill of Lading*, means, bill of lading which there are no records about the lack of perfection in terms of packing and cargo. In practice, almost all of requirements letter of credit require this type bill of lading jenis. Opponents of clean bill of lading is Foul bill of lading, namely bill of lading which has additional note which mentions about imperfect situation. This Foul bill of lading is less preferred by the consignee or bank because the existence of such records indicates less well.
4. *Long Form and Short Form Bill of Lading*, is bill of lading yang which mentions the transport requirements set unilaterally by the shipping company, on the back page is a source of reference in the case of a dispute between sender and carrier. Meanwhile Short form bill of lading does not mention the transport requirement, in case of dispute, the law which the shipping company is domiciled used.
5. *Combined Transport Bill of lading (Multimodal Bill of Lading)* and *Single Modal Bill of Lading*. Multimodal bill of lading is a type bill of lading which use more than one type of transportations with the same bill of lading. The carrier can be either air transportation, sea and land. Meanwhile, *Single bill of lading* only use one type of carrier.
6. *Express Bill of Lading*, is bill of lading which is sent through facsimile, and the original bill of lading does not have to be submitted.
7. *Stale Bill of Lading*, is known as "stale" bill of lading because this type bill of lading comes late and the ship transporting goods comes first. Commonly bill of lading which is considered to be "stale" if kept out to the bank more than 21 days calculated from the date of issue of the bill of lading, which aims at giving protection to the importer from the unnecessary costs due to delay of customs as a result of a delay in the receipt of

- document³s.
8. *Switch Bill of Lading*, is bill of lading which is changed, it commonly happens in back to back letter of credit, in which the mediator or trader does not want to know the address of the trader, so that the shipper is changed³ with the name of the trader in bill of lading.
 9. *Third Party Bill of Lading*,. In this type bill of lading, the name of shipper which is stated on letter of credit is the name of othershipper. The use of requirement of this type of bill of lading namely when letter of credit gives permission, if it does not⁶ give permission so it cannot be used.
 10. *Ocean Bill of Lading* House bill of Lading. Ocean bill of lading is bill of lading which is issued by the shipping company, meanwhile House bill of lading is bill of lading which is issued by forward company.
 11. *Chartered Bill of Lading*, is bill of lading which is issued by the party which chartered the vessel.
 12. *Way bill and Forwarder cargo Receipt (FCR)*. Way Bill is non negotiable, meanwhile Forwarder Cargo Receipt is negotiable.
 13. *Air Way Bill (AWB)*. Air Way Bill is the shipping documents carried by air. Air Way Bill issued by the company that directly transports cargo flight out of the country after collecting shipments in small quantities from the other consolidator which is called Master Air Way Bill. Meanwhile Air Way Bill issued by local consolidator³ called as House Air Way Bill.
 14. *FIATA Bill of Lading (FBL)*. FBL is bill of lading which is applicable in the environment of FIATA.

2. The Legal Basis for the Setting of Bill of Lading.

The use of letter of credit (L/C) which is considered to be the best to apply as means of payment transaction in international trade. (Gunawan Widjaja, 2001 : 24). A definitive transaction involving more than one party to a transaction which is subject to different legal. And in the transaction the parties concerned want to get the contract they made subject to the laws of their country and to the developed countries, commonly there is feeling of superior of the developed countries, so that they often impose their will for a contract or transaction which made subject to the laws of the superior state. To avoid this then drafted *Uniform Custom and Practice for Documentary Credit (UCP)* which is as a reference for almost the whole world in the implementation of trade transaction with letter of credit including the bill of lading as an important document in the transaction of letter of credit. This convention is created and defined by *International Chamber of Commerce/ICC* which is centered in Paris. This UCP is known as UCP 500 as a revision of the UCP 400. (Gunawan Widjaja & Ahmad Yani, 2001 : 32).

UCP 500 in article 1 govern the application of the UCP as follows: Uniforms Customs and Practice for Documentary Credit (UCP), Revision 1993, Publication ICC No. 500 will apply to all "documentary credit" (including stand¹⁸ letters of credit to what extent this UCP can apply) if in the credit text explicitly mentions that this credit subject to Uniform Customs and Practice for Documentary Credit, so that UCP Publication No. 500 UCP will be binding on²¹ parties concerned, except explicitly mentions differently in the credit. Of this provision can be concluded that UCP 500 adheres to the principle "*Lex specialis derogat Lex Generalis*" (Gunawan Widjaja, 2001: 36). This means special arrangements in letter of credit² will override the general rules of UCP. So that exporters and importers involved if it is to determine otherwise deviating from UCP 500 must expressly mention the clause in letter of credit because if not then be enforced UCP 500.

In UCP 500 article 23 to article 26, determined on marine transport documents which can be accepted by the bank. Article 23 regulates the marine/ocean¹⁷ bill of lading, article 24 is about Sea way bill of lading which cannot be negotiated, article 25 regulates about Charter party bill of lading and article 26 about multimodal transport document.

Bill of lading, besides arranged through UCP 500, also set in *The Hague – Visby Rules*. Although it is not universally applicable, *The Hague-Visby Rules* is a rule that held to balance the interests of the shipper company and shipping company that provides certainty for the owner of goods (*consignee*). These Rules were issued because of the need for rules that are acceptable internationally as anticipation of the existence of several shipping companies and they use their own clause on the contract of carriage and minimize the right of the shipping company in *the Hague-Visby Rules*, these rules contain three main obligations of the shipping company : (1) ensuring the ship seaworthy; (2) having a crew, equipment and adequate supply; and²⁴ ensuring suitable and safe for ships carrying and maintaining the cargo. Besides, the carrier is also obliged to load, maintain and unload the cargo properly and carefully.

There are some different opinions in the rules which formed by *The Hague-Visby rules*, so that *The Hamburg Rules* was created in 1978 in Hamburg. *The Hague Visby Rules* gives more protection to shipper and the goods owner, so that the countries as the owner of ships create some rules which give benefit to them. It is regulated that the burden of proof is as the responsible of the carrier. One of the requirements is the goods owner has 15 days to tell the hidden damage (article 18).

In Indonesia, the regulation of bill of lading of international trade namely KUHD book II title VA about goods transportation, from article 506 to article 517d. Then, regulation No. 11, 1995 about excise, chapter VIII

about income, expenses, transportation and trade. Article 25 paragraph (1) states that: "income and expenditure dutiable goods to or from the factory or storage areas shall be notified to the office and protected with customs documents" (Kansil., C.S.T., 1997 : 51).

Furthermore, bill of lading documents used as one of the important document to be issued excise tax document. With this document then an item can be shipped.

3. Role or Benefit bill of lading ² International Trade

There are some roles and benefits bill of lading in Indonesian international trade, namely ²

1. As a proof of receipt of goods, namely bill of lading which mentions about the quantity, description and condition of the goods which contained in the vessel received by carrier from shipper (courier or exporter) to a certain destination dan then submit the items to the consignee or importer. About the condition, the bill of lading usually states "shipped in good order and conditions". The Hague – Visby Rules, that the shipyard employers are only required to mention the ¹¹ quantity of goods.
2. As proof of ownership of the goods (document of title), which states that the person holding the bill of lading is the owner of the goods listed on the ¹⁶ bill of lading and can be transferred to others through "endorsement". In other words that the transfer of bill of lading is a transfer of goods and ownership of goods ²⁰ bill of lading.
3. As evidence of the existence of an agreement or contract of carriage, bill of ⁵ lading states "Through, Freight Collect atau Prepaid" and it is as evidence of the transportation contract, in this case the goods transported by the ship which belongs to the shipping entrepreneur. Namely the agreement between the transporter (carrier) and the shipper. Carrier common law implied responsibility that the ship is seaworthy and suitable for carrying cargo which mentions on bill of lading.

Various documents and necessary in international trade transaction are classified as follows:

1. Preliminary document, preliminary document that existed prior to the signing of a sales contract. This document forms for example is a letter of credit that can be used to buy and sell. Another forms are *Letter of Intent*, *sale Confirmation* and so on.
2. Main document, is an export sale contract itself. The export sale contract is usually called as *Export Sales Agreement/ Export Sales Contract*. The simplest form of contract is a verbal contract and the other form is correspondence. More often, the exporter creates invoice which serves as sales contract because it contains agreements that have occurred including documents used which is then sent to importers.
3. Other important documents (additional document dokument) (Kansil., C.S.T., 1997 : 178), in this case, it is knowing that the seller and the buyer are geographically and geopolitically separated, so that it can be in the form of transportation document, such as Bill of Lading, Air Way Bill and so on.

It can be concluded that bill of lading is an important document, namely it is as transportation document or it is important to be issued by the shipping company as proof of ownership of the goods have been loaded on board by exporter to be delivered to the importer. Bill of lading is as required document for disbursement letter of credit. The opening of the letter of credit is essentially a contract and the agreed terms in the disbursement of the letter of credit must be met, such as *bill of lading document*. In other words, with no participation of bill of lading in the letter of credit, so that consignment notes from importers cannot be withdrawn by the exporter and the payment cannot be done as what it is stated in the agreement.

4. The Process of Making bill of lading.

Each trade is always with rights and obligations of each party ²³ed. The seller is obliged to perform the delivery of goods that have been agreed, and is entitled to receive payment of the price ⁷ of the goods delivered otherwise, buyer is obliged to settle the payment of the price of the goods delivered and has the right to demand the delivery of goods bought. If the seller and buyer are on the one hand, settlement of obligations of each party rather easy to do. The buyer is sufficient to deposit the payment to the seller and bring goods which bought. In the international trade, the process of completion is not always easy, because the borders of the seller and the buyer countries are separated geographically to each other, commonly the countries use different currency. Both of the seller and buyer countries are obliged to concern and fully complete the regulations issued by the government of their respective countries, which relates to the international trade. The eksporter will strive to meet delivery obligations and exercise any rights upon payment of goods delivered. Meanwhile the buyers should think about how to settle payment obligations and receive the goods.

The way to do the payment of trade transaction (eksport- import), which is commonly applied in the practice namely how to withdrawal money order by the seller (eksporter) on a *letter of credit (L/C)*, which is opened by the buyer (importer). This way is commonly applied and it is considered maintain the interest of both parties and also it is approaching the perfection. It could happen, if both parties consider carefully all requirements which mention on both instruments. ³

As one of the requirements of the withdrawal of the note by the seller (exporter) on a *letter of credit to*

the buyer (importer) is the presence of important document such as *bills of lading*, shipping is done through intermediary bank agency. Withdrawal accompanied by *bills of lading document*. It often happens because the parties, i.e. the buyer and seller are separate, they are in different in different place and distance, so that in international trade, it is automatically involve business entities in the form of sea transport (*shipping company*). Any exporter who intends to ship the goods and acts as shipper can contact the agent of one of the *shipping company* to get a room on the board for the goods. The goods which will be sent must be ready at the port, where the ship will be docked before the *closing date* (last day ship loading goods at the port), determined.

The goods to be transported to be accepted by *shipping company* in a way: *alongside* (beside the ship) and *shed* (stored in boat house). If the goods received by way of *alongside* (beside the ship), then the *mate's receipt*, i.e. an evidence receipt is given to the shipper. Meanwhile if the goods received by way of *shed* (boathouse), as a receipt for the shipper is given *dock receipt* or *wharfingers receipt*. After 5th of the processes, the goods are loaded onto the ship after it has done, then the shipping company issues the *bill of lading*. It means *bill of lading* can be issued only for the goods which have been loaded onto the ship that will transport the goods. If something happens and the *bill of lading* has been issued, meanwhile the goods have not been loaded onto the ship (for example error occurred) so that the holder 5th the *bill of lading* has the full right to prosecute (*claims*) on the whole of the goods which mentioned on the *bill of lading*. In this case the "shipped on board" and "receipt for shipment" *bill of lading* are applied.

5. Juridical consequences arrangements bill of lading for Indonesian international trade

Indonesian national shipping company's activities include shipping domestically and abroad. According to Regulation of Indonesian Republic No. 17 Year 1988 about on the implementation and exploitation of sea transport, the business license is simplified, so there are two business licenses, namely (1) business license for sea transport domestically and abroad; and (2) folk shipping company business license. The business license as well as a license shipping operations. The shipping activity can also be done by shipping Industry Company to support its own activity and by the other company for transport sea travel which only need operational license.

Besides the terms of agreement terms in Article 1320 of the Civil Code until 1338, in the application of bill of lading in international trade, it also concerns to the GATT/ WTO, such as the principle of GATT/WTO 4 namely:

1. The principle of *Most-Favoured Nation (MFN)*. The principle of *Most Favoured Nation* is that a trade policy should be implemented on the basis of non-discriminatory. According to this principle all member states are bound to give the same treatment in the implementation of import-export policy and concerning other charges. This same treatment must be conducted immediately and without any requirement to the products originating or addresses to all members of GATT. However, there is an exception to this principle which set out 4 GATT article itself and partly in the decision in the GATT conference. (Huala Adolf, 1994: 15-17).

2. The Principle of *National Treatment*. According this principle the product of a country which is imported to a country must be treated equal to the local product. This principle is widely applicable and shall also apply to the laws, the arrangement, and legal requirements that affect sales, purchase, transport, distribution or the use of product in the local market of a country. This principle gives protection to the protectionism as a result 2 the efforts or administrative or legislative policy. (Departement of Trade 2 1993: 2).

3. The principle of restriction. *Quantitative Restrictions on Import*. Quantitative restrictions on exports and imports of any kind are forbidden, because it can disturb the practice of the normal trade. However in the application, there is an exception, in this case the country can do the quantitative restriction to prevent depletion of foreign exchange by the demands for necessary imports for payment or expanding production of their country 4 Huala adolf, 1994 : 18-19).

4. The principle of protection through rate. In principle, GATT only allows the protection act to domestic industry through rate (raising the level of rate) and not through the efforts of other trades. The protection through the rate shows clearly the level of protection that given and it is still possible if there is healthy competition namely stable international trade (*A Stabil Basis for trade* (Huala Adolf, 1994 ; 19).

5. Prinsip *Resiprocitas*. This principle is fundamental in GATT, it is seen in the preamble of GATT and applicable in the rate negotiation which based on reciprocity and mutual benefit of both parties. (Huala Adolf, 1994 : 19-20).

In Indonesia, the implementation of sea transportation, besides the provisions contained in the Book of the law II of Book Trade Law (KUHD), it is also used the provisions of international convention. It can be found in the cruise practice which is done by Indonesian shipping company in general in the operation using a fixed or regular shipping system, especially in shipping abroad.

A very important document in the sea transport namely if the goods which transported are the goods of bill of lading. The increasing of sea transport frequency, especially the goods from and to Indonesia, to and from abroad, meanwhile *bill of lading* is very important, so that international convention which relates to issuance of bill of lading as proof of receipt of goods and evidence of the transport agreement. For guidance in issuing bill of lading with all the conditions, so convention of Hamburg 1978 is used, this convention replaces the convention

haque Rules 1924.

Concerning to the law of commerce in Indonesia, especially the regulation of bill of lading Article 506 KUHD which states that bill of lading is:

"a dated letter, in which the carrier explains that he has received the goods to be transported to a certain destination and the goods are handed to a certain person, and also explains with the requirements if the goods will be handed. The name of the certain person may be mentioned, it may be called as 'he' who appointed by the sender or the third person, or can also be called as deliverer, with or without mentioning the other person. The word "for the appointment", must be considered as for the appointment of the sender. If the bill of lading is given after the goods have been loaded on board, so it must be based on the request of the sender. If the bill of lading is given before the goods loaded on the board, without mentioning the name of the ship, so the sender may ask to the carrier that the name of the ship is mentioned on the bill of lading and the day when the goods loaded, soon after it has done." (KUHD: Pasal 506).

The above Article 506 KUHD, is clearly seen about what is meant by bill of lading according to the regulation of Indonesia, so that Indonesia has the regulation of bill of lading for a long time in the implementation of transaction on trade payment.

The implementation of the export and import transaction which run well, depend on the underlying regulations. The regulations often change can cause confusion and misunderstood, or mistake for both of the entrepreneur in the country or abroad trading partner. So that, time or period of transition is necessary in which all parties are ready to accept the changing. Besides adequate explanations are necessary namely about the background of changing as well as the aims, so that the respective parties understand and know the rules of the game in the future transactions.

The policy issued by Indonesian government, April Year 1985 Inpres No. 4/ 1985, defined several improvements in the implementation of export and import, especially which relate to the inspection of goods which must be accompanied or supplemented with the report of the inspection by surveyor in the export destination country and in the home country of import, the explanations are necessary to be informed to the abroad customers to avoid the late transaction.

III. Closing.

3.1. Conclusion

Based on the above explanation, so it can be concluded:

1. *Bill of lading (BL)* in the international trade has the functions: (a) as a proof of receipt of goods; (b) as proof of ownership of the goods (*document of title*); and (c) as a proof of agreement or transportation contract, between the carrier (shipping entrepreneur) with the goods shipper. Mean while the process *bill of lading* in international trade, namely every exporter who will send the goods and acts as shipper can contact the agent from one of the shipping companies to get a room on board for the goods. The goods which will be shipped must be ready at the port, where the ship will be docked before the closing date defined as (the first stage of making *bill of lading*). Mean while the second stage of the process is the goods which will be shipped can be received by the shipping company by way of *along side* (beside the ship) and *shed* (the goods are kept in the boat house for a while). If the goods are received by way of *along side* (beside the ship), to the shipper so the *mate's receipt* will be given by the ship company. Mean while if the goods are received by way of *shed* (from the boathouse) as the receipt to the shipper, so *dock receipt* or *warehouse receipt* will be given. After the two processes, the goods are loaded onto the ship, and after that the *bill of lading* can be issued by the shipping company.
2. *Bill of lading* implication in the international trade in Indonesia, concerning to the regulation of *bill of lading* as important document in the field of international trade, in Indonesia it can be seen on the provision of KUHD (Book of commercial law) Article 506 Book II Chapter VA, by concerning to the provision of civil law legislation, especially Article 613 about the transition bill of lading, and Article 1320 of the provision of civil law legislation until the Article 1338 of the provision of civil law legislation; concerning to the Provision No. 11 Year 1995 on excise, Chapter VIII Article 25 paragraph (1) about income, expenses, transport and trade. Then, it is also regulated on the deregulation or government policy such as: PAKEM/1986, PAKDES/1987, PAKTO and PAKNO 1988 and also international trade agreement namely international trade agreement such as: GATT/WTO, AFTA, APEC. All of those provisions will support the economy development of the countries in the world, especially Indonesia nationally or internationally.

3.2. SUGGESTION

Concerning to the document bill of lading and the other documents which also have important function for the success and smooth process of the international trade, the reality in Indonesia which only regulates bill of lading on the provision of Book of law trade (KUHD), code of civil law (KUHPerdara), or deregulation and also the government policy of Indonesia as well as the provision of GATT/WTO, so it is suggested to form new

regulation which concern to bill of lading in Indonesia. So that the document of bill of lading as an important document for international trade will have certainty and legal guarantee for the parties involved in the international trade.

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