APPRAISAL OF THE LEGAL FRAMEWORK FOR IMPLEMENTATION OF ELECTRONIC BILLS OF LADING IN NIGERIA*

Abstract

This article is an appraisal of the legal framework for carriage of goods by sea in Nigeria. From inception in the 13th century, paper bill of lading (B/L) became a crucial document in international trade. However, it later exhibited some serious flaws which included susceptibility to fraud and delay in arrival at the destination port with the attendant demurrage costs. This prompted stakeholders in the shipping world to seek alternative ways of documentation which led to the introduction of electronic bills of lading (e-Bs/L) in international trade in mid 1980s. Unfortunately, since the introduction of e-Bs/L over 40 years ago, its implementation in Nigeria has been slow. The objective of this paper is to critically analyze Nigeria's legal framework for carriage of goods by sea, comprising the Admiralty Jurisdiction Act, 1991 and the Evidence Act, 2011, in order to find out what legal issues have inhibited the implementation of e-Bs/L in Nigeria. This paper employed the doctrinal research methodology, adopted the functional equivalence approach and found that Nigeria's legal framework for carriage of goods by sea is grossly inadequate in supporting the implementation of e-Bs/L in Nigeria. This paper concluded that this inadequacy has been a major legal obstacle in implementation of e-Bs/L in Nigeria. Consequently, this paper strongly recommends that Nigeria's legal framework should be comprehensively reviewed by Nigeria's legislature by adopting appropriate provisions of the Comite Maritime International and the United Nations Commission on International Trade Laws' Model Laws on Electronic Commerce; Electronic Signatures; and Electronic Transferable Records.

Keywords: Legal Framework, Implementation, Electronic Bills of Lading, Nigeria

1. Introduction

The history of bill of lading (B/L) is interwoven with mercantile law.[1] Materials for the early history of B/L are very scanty owing to the customary nature of the rules of mercantile law.[2] However, available evidence shows that B/L originated from the books of registry in which records of goods shipped were kept by the ship's clerk and was of the nature of the document of title which, at the end of the voyage, manifested the merchant's right to the goods shipped.[3] The use of B/L became widespread during the Sixteenth Century and continued to develop as a respected document in international trade.[4] Growing trade eventually necessitated the transfer of title in the goods before their arrival.[5] This custom emanated from the development of international trade when consignors no longer travelled with their goods for sale abroad but merely consigned the sold goods to buyers at the destination ports.[6] Consequently, it became necessary to endorse the B/L to a third parties in order to effect the transfer of the goods. Thus, the B/L became a negotiable instrument in cases where the consignor required transfer of possession and ownership in the cargo while it was still in transit.[7] International trade in goods involves many parties which include carriers, distributors, cargo interests, banks, insurers, government agencies, terminals, immigration and customs authorities.[8] Traditionally, many paper documents needed to be generated, copied and sent all over the world. Though the traditional paper bill of lading has served the shipping industry for centuries, it has developed some obvious short-comings.[9]

The advent of containerization and other changes in ship design and navigation have greatly enhanced the speed and efficiency with which goods can be transported.[10] This often results in cargo arriving at ports of discharge earlier than the bill of lading.[11] Consequently, this also results in delays, deterioration of the cargo and demurrage costs as the

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[1] Matovu Ebbychris, 'Recognition of Electronic Bill of Lading in Commercial Transactions: A Critical Study of the Legal Framework in Tanzania' (2013) 3 <https://pdfs.semanticscholar.org> accessed 3 December 2025

[2] ibid.

[3] Bennett P William, '*The History and Present Position of the Bill of Lading as a Document of Title to Goods'* (Cambridge CUP 1914) 16-24 <https://archive.org> accessed 3 December 2025

[4] See M Ebbychris, (n 1) 4.

[5] ibid.

[6] See BP William, (n 3) 16-24.

[7] ibid; See also *Lickbarrow v Mason* [1793] 2 TR 63.

[8] Doan MA Thi, 'Switching Paper to Electronic Bills of Lading: Legal Perspective and Reform Options for Vietnam' (2018) *World Maritime University Dissertations* 1<https//commons.wmu.se/alldissertations/664> accessed 21 November 2025

[9] See (n 1) 6.

[10] See M Ebbychris, (n 1) 6.

[11] Kozolchyk Boris, 'Evolution and the Present State of the Ocean Bill of Lading from a Banking Law Perspective' *Journal of Maritime Law and Commerce* (1992) 23 (2) 212 <https://heinonline.org> accessed 7 December 2025

cargo will often not be released to the consignee unless the relevant documents are presented.[12] In addition, paper bill of lading is prone to fraud.[13] Fraud in the paper documentation is relatively common as one out of the original set of bills of lading issued by the carrier can be misused.[14] These flaws of the paper bills of lading (Bs/L) prompted stakeholders in the shipping industry worldwide to start seeking alternative ways of documentation in international trade and this led to the introduction of electronic bills of lading (e-Bs/L) which has the advantages of eliminating fraud and saving cost and time.[15]

In spite of the fact that it has been over 40 years since the commencement of efforts towards the replacement of paper bills of lading with electronic bills of lading, coupled with the obvious advantages that international trade and the shipping industry world-wide stand to gain by it, majority of transport documents are still issued in paper form and sent around the world to consignees of goods through courier.[16] This is because, given the fact that a wide range of interests are involved in international shipping,[17] electronic bill of lading can only be successful if it can fulfil the same functions as the traditional paper bill of lading to the satisfaction of all the interests involved in an international maritime transactions.[18]

Nigeria has a coastline of over 750 kilometers and about nine major seaports, excluding oil terminals, with the national ports possessing a cargo handling capacity of about 35 million tons per annum of exports and imports.[19] As a maritime nation, Nigeria cannot afford to lag behind as she has a lot to gain in international trade by embracing the emerging trend in the use of electronic bills of lading. However, Nigeria's present legal framework and electronic infrastructure do not seem to be adequate for responding to the challenges of the electronic bill of lading.[20]

This paper aims to contribute to the replacement of paper Bs/L with e-Bs/L in Nigeria. The specific objectives of this study are to: find out what major legal issues have inhibited the replacement of paper (Bs/L) with (e-Bs/L) in Nigeria; and to suggest the way forward in terms of appropriate legal reform options that will facilitate the replacement of paper Bs/L with e-Bs/L in Nigeria.

2. Conceptual Review

Bill of Lading

Bill of lading (B/L) has been defined as a document that is issued by the master or carrier to the shipper,[21] which deals primarily with the transportation or carriage of goods to the consignee.[22] Article 1 of the Hamburg Rules[23] defined B/L as a document which evidences a contract of carriage of goods 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 Article 1 of the Hamburg Rules that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking. Thus, it can be defined as a document issued by or on behalf of, a carrier or master to a sender, known as the shipper or consignor, which covers the conveyance of specified goods to an ultimate receiver, known as the consignee. Alternatively, the B/L can be defined as 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 the surrender of the document. Accordingly, it can be deduced that functions of the

[12] Yiannopoulos N Athanassios, *Ocean Bills of Lading: Traditional Forms, Substitutes and EDI Systems*. (Netherland: Kluwer Law International 1995) 32 <https://www.semanticscholar.org> accessed 21 November 2025
[13] United Nations Conference on Trade and Development (UNCTAD), 'The Use of Transport Documents in International Trade' (UNCTAD/RMT/2003/3) 82-86 <https://unctad.org> accessed 21 November 2025
[14] See M Ebbychris, (n 1) 6.
[15] ibid.
[16] Brunner Raphael, 'Electronic Transport Documents and Shipping Practice Not Yet a Married Couple' (2007) 4 <https://www.academia.edu> accessed 7 December 2025
[17] See DMA Thi, (n 8) 2.
[18] Dubovec Marek, 'The Problems and Possibilities for Using Electronic Bills of Lading as Collateral' *Arizona Journal of International Law & Comparative Law* (2006) 23 (2) 438 <https://papers.ssrn.com> accessed 21 November 2025
[19] Onwuegbulam Donatus and Okeudo Geraldine, 'An Evaluation of Nigeria's Seaborne Trade and Demand for Sea Transport' *European Journal and Business Management* (2012) 4 (13) 187-188 & 194 <https://www.iiste.org> accessed 21 November 2025
[20] Omadjhwoefe O Samuel, 'Nigeria's Development Challenges in a Digitalized Global Economy' (2010) 4 (17) *Indexed African Journals* 116 <http://www.ajol.info/index.php/afrrey/view/69213/57249> accessed 21 November 2025
[21] See Dubovec Marek, (n 18) 437-466.
[22] Ajaja Oluwaseun, 'Electronic Bills of Lading: An Easier way to Sea Carriage' (2015) <http//ssra.com/abstract =2707960> accessed 4 December 2025
[23] United Nations Convention on Carriage of Goods by Sea, 1978 (Hamburg Rules) <https://www.uncitral.org> accessed 9 December 2025

traditional paper B/L are: receipt of goods for shipment; evidence of contract of carriage of goods by sea; and *prima facie* document of title.[24]

Electronic Bill of Lading: Electronic bill of lading (e-B/L) has been defined as a creation of new species of traditional Bs/L in electronic form whereby data is inserted in a computer and transmitted electronically using electronic messages.[25] This document replicates all functional features of a traditional paper-based B/L, namely: receipt of goods shipped; evidence of contract of carriage of goods by sea; and *prima facie* document of title.[26] Electronic bill of lading also contains necessary information of the cargo to be shipped by the carrier, like the name of the shipper, the description of the goods, the date and place of receipt of the goods, a reference to the carrier's terms and conditions of carriage as well as private keys to be used in subsequent transmissions.[27] The Comite Maritime International Rules (CMI Rules) for Electronic Bill of Lading are similar to the procedures for issuing paper-based B/L.[28]

The Functional Equivalent Approach: This study is hinged on the 'functional equivalence' approach which was the underlying theoretical framework adopted by the CMI Rules[29] and the United Nations Commission on International Trade Laws (UNCITRAL)[30] Model Law on Electronic Commerce, 1996, both of which have respectively made tremendous efforts at proffering solutions to the major legal challenges which have inhibited the replacement of paper with e-Bs/L globally. The CMI Rules and the UNCITRAL Working Group III on transport Law discussed the 'functional equivalence' approach as one of the legal approaches to establish electronic transport documents. Going by this approach, the UNCITRAL Draft Instrument simply declared that electronic documents are to be accorded the same legal and commercial status as paper-based documents by the applicable (national or international) law.[31] According to UNCITRAL, the 'functional equivalence' approach is based on an analysis of the essential purposes and functions of the paper-based B/L requirements with a view to determining how those purposes or functions could be fulfilled through electronic commerce techniques.[32]

Emmanuel,[33] examined the COGSA 1992[34] on e-Bs/L and suggests that, there are no clear or specific provisions under the present English law to recognize e-Bs/L, particularly as documents of title. For instance, Goldby argues that the e-B/L systems designed to operate under English law must be based on multipartite agreements that affect the desired transfers of right through the concepts of 'novation and attornment'. Examples of multipartite agreements are those under the contract forms of Korea Trade Net (KTNET),[35] Bolero Rulebook and others. It appears that under some laws where e-B/L is clearly recognized, for example, Australian law, there is no need to rely on the principles of 'novation and attornment' to transfer title under Bolero bills of lading (BBL). Therefore, the concepts of 'novation and attornment' are applied under the contract forms which are governed by English law that lacks a clear recognition of e-Bs/L as equivalents of paper Bs/L. Onuoha et al[36] examined the different forms of electronic signatures which exist in Nigeria as well as the legal effects and adequacy or otherwise of Nigeria's legal framework which deals with their recognition. The study adopted the doctrinal research method and observed that the issues of legality, integrity, confidentiality, non-repudiation and reliability of Nigerian parties in modern internet and cyberspace transactions and contracts discourage parties from using the available technology, mainly because parties cannot be bound by such transactions within the current legal framework. Quentin[37] investigated the legal compliance of electronic bill of lading. The objective of the study was to discuss the existing standards and regulations of legal regimes such as the

[24] Hare John, '*Shipping Law and Admiralty Jurisdiction in South Africa (Online)*' (2nd edn, Juta & Co 2009) 540 <https://juta.co.za> accessed 9 December 2025
[25] See YN Athanassios, (n 12) 32.
[26] See H John, (n 24) 540.
[27] Comite Maritime International Rules for Electronic Bills of Lading, 1990 (CMI Rules) Rule 4 <https://comitemaritime.org> accessed 3 December 2025
[28] ibid, Rule 4(c).
[29] See CMI Rules, (n 27) Rule 4(c).
[30] The United Nations Commission on International Trade Laws (UNCITRAL) <https://www.uncitral.un.org> accessed 4 December 2025
[31] Chandler F George III, 'A Guide to the e-Commerce Features in the Draft Instrument on the Carriage of Goods (Wholly or Partly) by Sea (A/CN.9/WP.32) 2004 (Not Published) <https://www.unctad.org> accessed 4 December 2025
[32] Pistorius Tana, 'Developing Countries and Copyright in the Information Age: The Functional Equivalent Implementation of the WCT' *Potchefstroom Electronic Law Journal* (2006) 9 (2) 11 <https://www.ajol.info> accessed 4 December 2025
[33] Laryea T Emmanuel, 'Bolero Electronic Trade System: An Australian Perspective' *Journal of International Banking Law* (2001) 16 (1) 4-11 <https://www.warwick.ac.uk> accessed 4 December 2025
[34] United Kingdom's Carriage of Goods by Sea Act (COGSA), 1992 <https://www.legislation.gov> accessed 4 December 2025
[35] Korea Trade Net (KTNET) <https://www.ktnet.com> accessed 4 December 2025
[36] Onuoha Anugbum and Agbadufishim James and Zuhair Jibril, 'Electronic Signature: Reviewing the Legal Issues on Its Validity and Authentication Under Nigerian Law' *Global Journal of Politics and Law Research Published by ECRTD-UK* (2020) 8 (5) 31-51 <https://www.eajournals.org> accessed 4 December 2025
[37] Schiltz Quentin, 'Legal Compliance of the Electronic bill of Lading' *Rotterdam Business School, Rotterdam University of Applied Sciences* (2019) 439-443 <https://www.atlantis-press.com> accessed 4 December 2025

Rotterdam Rules,[38] the UNCITRAL Model Law on Electronic Transferable Records (MLETR)[39] and the Electronic Data Interxchange (EDI)[40] and to examine to what extent these rules can support the implementation of the e-B/L. The study adopted the doctrinal research methodology and found that the MLETR is limited as a guideline to national legislatures while the Rotterdam Rules have not yet been supported by enough countries to come into effect.

3. A Critical Analysis of Nigeria's Legal Framework for Contract of Carriage of Goods by Sea

Nigeria's legal regime for carriage of goods by sea is governed by the Admiralty Jurisdiction Act, (AJA) 1991[41] which incorporated the Hamburg Rules[42] and the Nigerian Evidence Act (EA),[43] 2011 which introduced provisions that take cognizance of computer-generated evidence or documents. The AJA 1991 was specifically enacted to regulate the contract of carriage of goods by sea between shipper and carrier for the shipment of goods[44] while the Evidence Act 2011, which has made provisions for the admissibility of electronic evidence, is also considered relevant as part of the legal framework for adjudicating cases relating to e-Bs/L in Nigeria. This is in line with the provision of the 1999 Constitution of the Federal Republic of Nigeria (CFRN, 1999),[45] which specifically grants the Federal High Court (FHC) of Nigeria the exclusive right to adjudicate on all civil causes and matters relating to Admiralty Jurisdiction. In other words, Nigeria's legal regime which governs the contract of carriage of goods by sea comprises the AJA, 1991 and the EA, 2011.[46] Although there are no provisions in the AJA on e-Bs/L, the respective definitions of 'writing' and the validation of 'electronic signature' in Articles 1(8) and 14(3) of the Hamburg Rules, would appear to be an endorsement of e-B/L under the Hamburg Rules regime, provided an e-B/L is not barred under some other national legislation.[47]

Admiralty Jurisdiction Act (AJA) 1991

The AJA, 1991[48] has 27 Articles, including the Hamburg Rules,[49] as stated earlier. The jurisdiction of AJA applies in respect of carriage of goods by sea from any Federal port of Nigeria to any other port whether in or out of Nigeria. The jurisdiction of the Federal High Court (FHC), as stated above, applies to all ships irrespective of the place of residence or domicile of their owners[50] and to all maritime claims, wherever arising.[51] Article 1 of the AJA provides for the definition of the admiralty jurisdiction of the FHC of Nigeria, which includes jurisdiction to hear and determine any question relating to a proprietary interest in a ship or aircraft or any marine claim specified in Article 2 of the Act.[52] Ordinarily, Nigerians and their business partners can adopt and participate in some of the registry systems like the Bolero and Ess-Data Bridge as private arrangements to circumvent the challenge of the document of title function of the B/L in an electronic environment.[53] However, it should be borne in mind that jurisdiction over Bolero bills of lading resides in the United Kingdom (UK) courts while the UK or the United States of America (USA) courts exercise jurisdiction over Ess-Data bridge e-Bs/L.[54] Section 20 of AJA has been interpreted by the Nigerian courts in some cases as a statutory prohibition against maritime arbitral agreements and foreign jurisdiction clauses in Bs/L and charterparties over which Nigeria's FHC would ordinarily have had jurisdiction and that such arbitral agreements or foreign jurisdiction clauses are null and void for being offensive against that section of AJA.[55] However, in *Owners of M.V. Lupex*, Nigeria's Court of Appeal, relying on Nigeria's Supreme Court's decision, specifically held that Section 20 of AJA does not prohibit foreign arbitral clauses in contracts of carriage of goods by sea.[56] This is in

[38] The United Nations Convention on the Contracts for the International Carriage of Goods Wholly or Partly by Sea, 2008 (The Rotterdam Rules) <https://unctad.org> accessed 4 December 2025

[39] UNCITRAL launched the Model Law on Electronic Transferable Records (MLETR), 2017 <https://www.uncitral.org> accessed 8 December 2025

[40] Electronic Data Interchange (EDI) is the electronic transfer from computer to computer of information using an agreed standard to structure the information. UNCITRAL Model law on Electronic Commerce Article 2(b) United Nations, New York, 2002 <www.uncitral org> accessed 3 December 2025

[41] AJA 1991 Cap A15 LFN, 2004.

[42] See Hamburg Rules, (n 23).

[43] EA 2011 Cap E. 14.

[44] See AJA 1991, (n 41).

[45] 1999 Constitution of the FRN, s 251(g).

[46] See EA 2011, (n 43).

[47] See Hamburg Rules, (n 23).

[48] See AJA 1991, (n 41).

[49] See Hamburg Rules, (n 23).

[50] See AJA 1991, (n 41).

[51] ibid, s 3 (a) and (b).

[52] ibid, s 1(1) (a).

[53] Ugwuokpe S Kenneth, 'The Bill of Lading in an Era of Electronic Commerce: Legal Developments and the Reform Options for Nigeria' (*Dalhousie University, Halifax, Sotia* 2016) 117 <https://pdfs.semanticscholar.org> accessed 21 November 2025

[54] ibid.

[55] *Lignes Aeriennes Congolese v Air Atlantic Nigeria Ltd* [2005] 11 CLRN 55 (*Lignes Aeriennes Congolese*); *MV Paranomous Bay & Others v Olam Nigeria Plc* [2004] 5 NWLR (Pt 865) 1 (*MV Parnomous*).

[56] See AJA 1991, (n 41).

contradiction to foreign jurisdiction clauses in maritime contracts which the Supreme Court of Nigeria (SCN) has made abundantly clear constituted an ouster of the maritime jurisdiction of Nigeria's Federal High Court.[57]
It can be argued that a schedule to the Hamburg Rules,[58] which preserves the rights of parties to make their own arbitral agreements in their contracts of carriage of goods by sea,[59] effectively repealed the provision of Section 20 of the AJA by necessary implication and laid to rest any confusion regarding same.[60] However, while Olaniyan insists that the Hamburg Rules have not repealed Section 20 of AJA and that a claimant could still invoke its provisions in circumstances falling outside the purview of Article 21 of the Hamburg Rules,[61] Olawoyin agrees that arbitration agreements in contracts of carriage of goods by sea do not oust the maritime jurisdiction of the Federal High Court so as to be considered offensive to the provisions of Section 20 of the AJA.[62] In any event, even with the repeal of Section 20 of the AJA, Nigerian courts will still assume jurisdiction not withstanding any foreign arbitral or jurisdiction clauses if, upon proper consideration of all the relevant circumstances, it considers itself to be the most appropriate and convenient forum for resolution of such disputes arising under the Bolero, Ess-Databridge or the Korea Trade Net (KTNET) B/L.[63]

Evidence Act 2011
Unlike the AJA, Nigeria's Evidence Act, 2011, which is part of the legal regime for carriage of goods by sea, specifically provides for the admissibility of electronic evidence[64] and elaborately provides for the admissibility of documents produced by a computer.[65] The Evidence Act defines computer as 'any device for storing and processing information'.[66] The Act also defined document to include any device by means of which information is recorded, stored or retrieved, including computer output.[67] Although the Evidence Act did not specifically mention B/L, it can safely be inferred from the definitions above that Bs/L are documents which can be processed, generated, recorded, stored and produced by the computer.

4. Legal Requirements for Electronic Bills of Lading

Requirements for Originality/Document
One of the major legal obstacles in the recognition of e-B/L is whether it can be regarded as a document.[68] As mentioned earlier, the Admiralty Jurisdiction Act did not specifically mention the bill of lading. The Act also failed to define the word 'document'. Further, nothing in the provisions of AJA referred to electronic bills of lading. However, Nigeria's Evidence Act, 2011 specifically provides for the admissibility of electronic evidence[69] and substantially provides for the admissibility of documents produced by a computer.[70] The Evidence Act also defines 'computer' as 'any device for storing and processing information, …'[71] The Act further defines 'document' to include any device by means of which information is recorded, stored or retrieved including computer output.[72] Although the Evidence Act did not specifically mention electronic bill of lading, it can safely be inferred from the definitions above that electronic bills of lading are documents which can be processed, generated, recorded, stored and produced by the computer. At least, in the interim, this interpretation could serve to cure the visible defects of the AJA, especially with respect to electronic bills of lading.

Requirement for Signature
The most common form of authentication required by local and international laws is a manual signature.[73] The function of signature is very significant not only because it authenticates the parties to a contract but it also evidences

[57] *JTF Investment Ltd v Brawal Line Ltd* [2010] 18 NWLR (Pt 1225) 495 at 535-6, Para H-A.
[58] See Hamburg Rules, (n 23) Schedule, Art 22.
[59] ibid, Art 22(1) & (2).
[60] See US Kenneth, (n 53) 118.
[61] Olaniyan A Hakeem, 'A Review of Judicial and Legislative Approach of Nigeria to Discretionary Jurisdiction Over Foreign Causes' *International Journal of Business and Social Science* (2012) 3 (12) 218 <https://ijbssnet.com> accessed 15 December 2025
[62] Olawoyin A Adewole, 'Safeguarding Arbitral Integrity in Nigeria: Potential Conflict Between Legislative Policies and Foreign Arbitration Clauses in Bills of Lading' *The American Review of International Arbitration* (2006) 17 (2) 239 at 264 <https://arbitrationlaw.com> accessed 5 December 2025
[63] See US Kenneth, (n 53); See also *Sonnar Nig Ltd v Nordwind* [1987] 4 NWLR (Pt 66) 520 at 546.
[64] See EA 2011, (n 43).
[65] ibid, ss 84-87.
[66] ibid, s 258(1).
[67] ibid.
[68] See EA 2011, (n 43) s 33.
[69] ibid, s 52.
[70] ibid, ss 84-87.
[71] ibid, s 258(1).
[72] ibid.
[73] See M Ebbychris, (n 1) 35.

an intention to be legally bound.[74] The signature is also very important as far as the bills of lading are concerned.[75] The master of the ship which carries the goods, acting on behalf of the carrier, acknowledges that the goods have been loaded in good condition and order by signing the bill of lading.[76] It is, however, observed that, by the customs of merchants, the goods in transit can be re-sold many times only if the negotiable paper-based B/L has been used in transporting the goods.[77] The rules require a negotiable B/L to be signed by the holder in order to transfer the title to a subsequent holder. These procedures of endorsing the traditional paper-based B/L should also be applied to e-B/L where the parties opt to use such a document.[78] It is obvious that neither the AJA 1991 nor the Evidence Act 2011 specifically provided for electronic signature as an equivalent to manual signature. This is because these Acts did not contemplate the replication of paper bills of lading at the time of drafting the bills. This requirement of electronic signature is key and fundamental to the e-B/L's document of title function. It is, therefore, doubtful if the courts in Nigeria will recognize electronic signature. Consequently, this legal uncertainty can only be resolved by legislation.[79] A move toward electronic signature and authentication can be seen in the Hamburg Rules which states that 'signature on the bill of lading may be in handwriting … or made by any other mechanical or electronic means, if not inconsistent with the law of the country where the bill of lading is issued'.[80] This can also be seen in the Rotterdam Rules, which expressly recognize the use of e-B/L as the transport document equivalent to paper B/L, as it provides that: 'an electronic transport record shall include the electronic signature of the carrier or a person acting on its behalf … electronic signature shall identify the signatory in relation to the electronic transport record and indicate the carrier's authorization of the electronic transport record'.[81]

Document of Title and Negotiability of Electronic Bill of Lading

Negotiable document of title is a key function of the traditional paper-based bills of lading.[82] The question is whether negotiability and transferability can be effected electronically.[83] Before responding to this question, it is important to understand this key function of the traditional B/L.[84] Previously, the function of negotiability was treated together with the function of a document of title.[85] However, since the case of *Rafaela S,*[86] it is clear that these two functions have to be considered independently.[87] Thus, in this case, the House of Lords held that a straight bill of lading qualifies as 'a bill of lading or similar document of title' in the sense of Article 1(b) of Hague/Visby Rules.[88] A bill of lading does not have to be negotiable. Negotiability is, therefore, an additional function attributed to a B/L by the will of the parties.[89]

Different attempts have been made by various projects in order to overcome the issue of negotiability in e-Bs/L. Two of such attempts were made by the Comite Maritime International Rules (CMI Rules) United Nations Commission on International Trade Laws (UNCITRAL) Model Laws on Electronic Commerce; Electronic Signatures and Electronic Transferable Records through their approach of functional equivalence.[90] This resulted from different recommendations on various proposals concerning the issue.[91] United States of America had the view that what is being transferred is not the paper or the EDI message (these being just the medium) but the rights and/or title to the subject of the transaction.[92]

5. Findings

Specifically, the major legal issues inhibiting the implementation of e-Bs/L in Nigeria are:

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[74] ibid.
[75] ibid.
[76] Wilson F John, *Carriage of Goods by Sea* (7th edn, Pearson/Longman 2010) 161 <https://www.scribd.com> accessed 5 December 2025
[77] See M Ebbychris, (n 1) 35.
[78] See CMI Rules, (n 27) Rule 4 V (b).
[79] See M Ebbychris, (n 1) 36.
[80] See Hamburg Rules, (n 23) Art 14 (3).
[81] See Rotterdam Rules, (n 38).
[82] Indira Carr, '*International Trade Law*' (2010) (4th edn, Routledge-Cavendish 2010) 115. <https://www.library.wbi.ac.id> accessed 9 December 2025
[83] See M Ebbychris, (n 1) 38.
[84] ibid.
[85] See M Ebbychris, (n 1) 38.
[86] *Rafaela S* [2005] UKHL 11 <https://lawprof.co> accessed 9 December 2025
[87] See M Ebbychris, (n 1) 38.
[88] ibid.
[89] *Sanders Bros v Maclean & Co* [1883] 11 QBD 327.
[90] See M Ebbychris, (n 1) 38.
[91] ibid.
[92] Livermore John and Euarjai Krailerk, 'Electronic Bills of Lading and Functional Equivalence' *The Journal of Information, Law and Technology (JILT)* (1998) 7 <https://digitalcommons.schulichlaw.dal.ca> accessed 9 December 2025

(i) The Admiralty Jurisdiction Act (AJA) 1991[93] did not make any specific provision for bill of lading.
(ii) Neither the provisions of AJA 1991[94] nor those of the Evidence Act, 2011[95] mentioned electronic bill of lading.
(iii) Neither of the two Acts which constitute Nigeria's legal framework for carriage of goods by sea provided for electronic signatures.
(iv) Though carriage of goods by sea was mentioned several times in the AJA 1991,[96] it was not specifically defined.
(v) The AJA 1991[97] failed to define the word 'document'.
(vi) Though the admissibility of e-Bs/L can be inferred from the elaborate provisions of the Evidence Act 2011,[98] it is not enough to cure the fundamental defects of the Admiralty Jurisdiction Act 1991,[99] in addressing the salient issues required for the effective replacement of paper-based Bs/L with e-Bs/L in contracts of carriage of goods by sea in Nigeria.

6. Conclusion and Recommendations

There is an urgent need for a comprehensive review of the AJA, 1991 to adequately provide for the use of e-Bs/L in contracts of carriage of goods by sea and in response to the specific requirements of modern ways of doing business worldwide. In doing so, serious attention must be paid to recent developments in communication technology which provides the modern infrastructure and conducive environment for e-commerce. The need to align the Nigerian electronic bill of lading laws with what obtains across the globe is informed by the fact that electronic commerce and international shipping are cross-border engagements. Given the obvious inadequacies of the provisions of the AJA, 1991[100] and the Evidence Act, 2011[101] as regards the replication of paper Bs/L with e-Bs/L in Nigeria, this study strongly recommends that these two Acts, which presently constitute the legal regime for carriage of goods by sea in Nigeria, be completely reviewed by the legislative arm of Nigeria's Government (the National Assembly). In order to align Nigeria's legal regime for carriage of goods by sea with what obtains across the globe, Nigeria's National Assembly should adopt the reform options specifically provided by the CMI Rules[102] and the UNCITRAL Model Laws on Electronic Commerce;[103] Electronic Signatures;[104] and Electronic Transferable Records.[105]

[93] See AJA 1991, (n 41).
[94] ibid.
[95] See EA 2011, (n 43).
[96] See EA 2011, (n 43).
[97] See AJA 1991, (n 41).
[98] See EA 2011, (n 43).
[99] See AJA 1991, (n 41).
[100] ibid.
[101] See EA 2011, (n 43).
[102] See CMI Rules, (n 27).
[103] MLEC, 1996 <https://www.uncitral.org> accessed 4 December 2025
[104] UNCITRAL launched the Model Law on Electronic Signature (MLES) MLES, 2001 <https://www.uncitral.org> accessed 8 December 2025
[105] See MLETR, (n 39).