

<i>On L/C</i>	<i>Documents Presented</i>	<i>Court Analysis and Resolution</i>
<p>Beneficiary's name incorrectly listed as:</p> <p>Voest-Alpine USA Trading Corp."</p>	<p>Actual name of the Seller was used:</p> <p>"Voest-Alpine Trading USA Corp."</p>	<p>All the documents presented used the correct name and they all "obviously related to this transaction." The "L/C bore <u>obvious links</u> to the documents presented."</p> <p>Address in the documents presented was the same as that listed on the L/C.</p> <p>"UCP does not impose a standard of exact replication."</p> <p>"The inversion of the geographic locator here does not signify a different corporate entity" This is different from an outright misspelling or omission. Refer to Sofan/Soran and Bank of Cochin [Ltd.] in which dishonoring was legal.</p> <p>Question: What if "USA" omitted instead of inverted with "Trading"?"</p>
<p>Required <i>original</i> BOLs.</p>	<p>Three BOLs, one marked "original," one marked "duplicate," and the third, "triplicate"</p> <p>So two of the BOLs were not <i>stamped</i> "original".</p>	<p>Neither the L/C nor the UCP requires an "original" stamp.</p> <p>"It is clear from the face of the documents that these [BOLs] are three originals rather than one original and two copies."</p> <p>Each BOL</p> <ul style="list-style-type: none"> • has a blue signature, each different from the others, • bear original stamps, each differently oriented from the others • states that there were three originally executed BOLs <p>"Duplicate" and "Triplicate" stamps do not make originals into copies"</p>
<p>Required <i>original</i> packing list documents (i.e., invoice, packing list and certificate of origin).</p>	<p>Invoice, packing list and certificate of origin were not stamped "original".</p>	<p>Neither the L/C nor the UCP requires an "original" stamp on any of these documents.</p> <p>"These documents are clearly originals on their face."</p> <p>Each has a slightly different signature in blue ink.</p> <p>ICC states that banks should treat any document which appears hand signed by the issuer of the document as an original document. (Article 17)</p>
<p>A written report of the condition of the cargo before the ship departed was required.</p>	<p>Date of the survey report was later than the date of the BOL.</p>	<p>"The plain language of the report reveals that the report may have been issued after the bill of lading, but the survey itself was conducted before the ship departed."</p>

<p>Credit number is LC9521033/95</p>	<p>Wrong L/C number on V-A's certified copy of fax from the advising bank.</p> <p>Credit number listed as LC95231033/95</p>	<p>"Adding the L/C number to this document was gratuitous, and in numerous other places in the documents that the L/C was referenced by number it was incorrect only in one place. Moreover, the seven other pieces of information contained in the [fax] were correct."</p> <p>"[t]he document as a whole bears an <u>obvious relationship</u> to the transaction."</p> <p>The cover letter to this fax, from the Texas Commerce Bank, used the correct L/C number.</p>
<p>Destination port is "correctly" spelled "Zhangjiagang"</p> <p>But this port is spelled incorrectly once as:</p> <p>"Zhangjiagng"</p>	<p>Certificate of origin spelled the destination port as "Zhangjiagng" (missing an "a"; the same misspelling as exists in the L/C).</p> <p>V-A's certificate spelled the destination port as "Zhanjiagng" (missing the first "g" as well as the last "a").</p>	<p>There is not port in China called "Zhangjiagng" or "Zhanjiagng".</p> <p>The combination of "gng" does not exist in transliterated Chinese.</p> <p>The rest of the information contained in these two documents was correct (e.g., the L/C number, the contract number) and repeated a phrase distinctive to the L/C ("by courie lukdt within 3 days after shipment").</p> <p>"The document as a whole bears an <u>obvious relationship</u> with the transaction." And "the rest of the document has <u>demonstrated linkage</u> to the transaction on its face."</p>