

FORWARDERLAW E-NEWS August 25, 2005

Liability for Freight

Is a forwarder, described in the bill of lading as "Forwarding agent", who made the booking and who by agreement received the carrier's freight invoices liable for freight? Does it make a difference if on prior occasions the forwarder had duly paid the carrier's invoices on behalf of its customer?

Essentially the questions whether non-parties to a bill of lading are liable for freight involve questions of fact. The outcome from case to case can vary given slight differences in the facts. (See FIATA Legal Handbook 3d. At p. 1-2). But a recent US case put to rest one common misconception: the Hague Visby Rules do not govern who is liable for freight ?

Go to Forwarderlaw.com and click on "Hague Rules do not govern liability for freight. "

On deck stow

As a general trend courts having been moving towards accepted on deck stow as appropriate. But there are still pitfalls for the unthinking forwarder.

Among the recent postings are two commentaries by Vlad Cioarec. The views expressed are those of the author, who is a trade finance specialist. As the legal position is different as between Charter and Liner shipments, both trades are the subject of an individual posting.

This paragraph appears at the end of each Forwarderlaw E-News as a reminder to other potential contributors:

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Contributions to the On-Line world are welcome.

As Mr. Cioarec states:

"In the event of loss of cargo stowed on deck in a heavy weather, the protection available for the carrier depends on the terms of contract of carriage and how these are evidenced in the Bill of Lading. "

And his comment at the conclusion of the second article is fair:

"Given the risks associated with the carriage on deck, i.e. the risks of loss of or damage to the goods during a storm either due to a breaking wave impact or due to the rolling motion of the ship, and the nature of certain cargoes, both shipper and receiver should know if the container is to be or has been stowed on deck. "

Go to Forwarderlaw.com and click on "On Deck Stow " and " Containers as Deck Cargo "

Disclaimers

Forwarderlaw is pleased to introduce Paul Brennan to its members. Paul is a solicitor in Queensland, Australia, who is blessed with a sense of humour, an ability to capture a legal point in clear, down-to-earth writing, and an Ezine that comes out weekly.

Go to Forwarderlaw.com and click on "Disclaimers"

Open the cartoon drawing that is an attachment in your Internet Explorer. (it should work)

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Montreal Convention Ratified By China

Each reform in the law points out other areas where the law has not kept pace with changes in society. George Wang, the National Editor for China, reports that China has now ratified the Montreal Convention, which is good news for air consolidators. But hemakes a point, the Large Variance Between this new International And Domestic Standard Limitation Amounts Is Source Of Continuing Concern.

Go to Forwarderlaw.com and click on " Montreal Convention Ratified By China"

General

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