

FORWARDERLAW E-NEWS June 21, 2005

The April Edition of E-News commented in its opening paragraph:

“Changing technology never seems to be accomplished as quickly as expected.”

So it was with the website redesign of Forwarderlaw. The Editor expressed the hope that the redesigned site will be loaded before the time of the next Forwarderlaw E-News. This hopeful statement could only be validated by skipping the E-News for the Month of May.

So belatedly and with apologies, here is the June 21, 2005 edition of E-News written well after the daylight hours of the longest day of the year in the Northern Hemisphere have expired.

Once again Forwarderlaw is hosted on **Oceanwide**, which marks the seventh year of a professional relationship. It is time to tell readers a little bit about our host.

Oceanwide (www.oceanwide.com) was established in 1996 to address existing inefficiencies in the movement and management of International freight through the development of Internet based software applications. Such applications allow geographically disparate parties to share information in real-time through a common platform and enable the secure and seamless exchange of data from one application to another.

Oceanwide's suite of online software solutions provide powerful, comprehensive and highly adaptable management platforms for logistics and cargo insurance management, customs communications and automated manifest compliance.

In May 2004, Oceanwide acquired Miami-based Micro Software Services Inc. (MSSI), adding Customs Link- an industry leading Automated Brokerage Interface software- and 20 years experience in customs software development to its portfolio. Known on the web as EDITRADE (www.editrade.com) MSSI was also the first software company to develop and market an automated manifest solution for air carriers.

All of Oceanwide's customizable products are able to match the growth rate of their users, integrate seamlessly with existing and emerging technologies and to be delivered through the customer's own branded web-site. Oceanwide's web-based software solutions offer clients a 30-75% reduction in operational costs, supply chain transparency and global access to real-time data.

The company continues to seek and develop opportunities within the vertical marketplace that offer all parties a significant cost-savings through the use of the company's proprietary technologies.

Headquartered in Montreal with an American office in Miami and a European office in Antwerp, the combined company is now the largest North American based provider of

logistics software solutions, successfully operating its products across North America, the United Kingdom, Europe and Asia.

Cathay Pacific Battles Forwarders

I have no idea why an airline that provides excellent services to forwarders would pick a fight with its clientele over the teensiest variations in the language of the industry air waybill as compared to the IATA Version. So I leave you to read the article and decide.

Go to [Forwarderlaw](#), and click on the above Title “Principal or Agent?”

Multimodal transport – law applicable to losses occurring within a port during movement of cargo to transshipment terminal.

Thanks to Daja Boehlhoff, of the [Bracker Boehlhoff & Luebbert](#), German National Editors for this commentary on German law. The question is : when do operations cease to be maritime in nature, and become land transport. The transport that required an answer to this question involved a 300 metre movement on a mafi trailer, where cargo was being taken from the ship’s side to a terminal where it was to be picked up by a land carrier for transport to destination.

Go to [Forwarderlaw](#), and click on the third Title on the home page, which refers to Multimodal Transport.

The Forwarder: Principal or Agent?

The fundamental issue that is so difficult to answer in the abstract. The FIATA Legal Handbook spends a whole chapter on the subject. There are always new cases coming up. The report of this US case deals with Lep Transport (remember Lep). The Court does a very creditable job of explaining why it reached the decision it did.

Go to [Forwarderlaw](#), and click on the Title.

You can’t pour old precedents into new commercial practices?

Readers may well wonder what this headline is all about! From time to time in his years of professional practice, the General Editor has had to worry about an issue: when can you rely upon a bill of lading that is regular on its face, but represents non-existent cargo? The case of Grant v. Norway, a decision that is one hundred and fifty years old, effectively said “you can’t.”: But the decision is probably wrong and has been by-passed by developments in the law. And it is inappropriate for the circumstances of multimodal transport.

Go to [Forwarderlaw](#), and click on the last Title on the home page. You will see a reference to Grant v. Norway.

Notice to Carrier under the Warsaw Convention

Our colleague, P.K. Liew, asked for a reaction from Forwarderlaw regarding two apparently contradictory views of the obligation of a cargo owner had to give notice to an air carrier under the Warsaw Convention. In the case of a loss of a total consignment, notice of the loss was not necessary. But what about the situation where the loss concerned individual cases within a consignment?

It turns out that it is not the opinions that are contradictory, but the application of the Warsaw Convention by national courts. Read the whole comment. Go to [Forwarderlaw](#), click on Library and then on Air Carriage. The Article is the second from the top on the list of Articles that appear on the page you bring up.

.Next E-news Forwarderlaw will survey subscribers as to their reactions to the new design, and any suggestions how the site can be further improved.

Forwarderlaw welcomes all contributions from lawyers, insurance adjusters, and arbitrators, forwarding managers, government or administrative authorities. They will be republished with full attribution to their source.

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If you wish to send the General Editor an Article, please “telegraph” your intentions by a previous email, so that your article does not get deleted like the numerous virus-carrying emails.

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