

## FORWARDERLAW E-NEWS December 26, 2005



### **Christmas Greetings from an Underwriter who sees life as one long risk analysis!**

Forwarderlaw got into the Christmas spirit and offered this commentary courtesy of some unknown author, who is quite obviously familiar with Personal Lines Insurance. Many thanks to the author for some very original reflections!

We all know that the family house is a collection of accidents that may or may not happen. But we never thought a visit from St. Nick and his Reindeers demanded a review of a home insurance policy! Read an [UNDERWRITERS CHRISTMAS STORY!](#)

### **Another Reason to Insure Personal Effects shipped in a container!**

Customs inspections of cargo in a sealed container stuffed by a shipper have increased considerably over the last ten years. There is one inherent risk with these inspections: a container is frequently stuffed with loving care, particularly where the container holds personal effects. The individual items are put together almost like a jig-saw puzzle. Personal effects probably attract more than the average amount of interest from Customs. And after destuffing it is sometimes very difficult to restore the stuffing to its original integrity. The result could be damage to the contents of the container as it moves to its final destination.

Another possible result is that the container can be stolen from the terminal where the examination is carried out.

Curious about who should be responsible in either event? [Read Liabilities following inspection of containers at the direction of Customs](#)

### **What steps should be taken by a middleman who intends to conceal the identity of its supplier from an ultimate buyer, and vice versa?**

November's edition of Forwarderlaw Enews contained a commentary by Vlad Cioarec, Trade Consultant, on [Switched Bills of Lading](#). The General Editor suggests that subscribers re-read this commentary before going on to this next topic. It contains valuable advice and guidance how forwarders should deal with a subject that is very important to the middlemen in international trade. The

author would be pleased to receive comments from readers who have their own experience with this subject. Email him at [mailto:mvlad\\_cioarec@yahoo.com](mailto:mvlad_cioarec@yahoo.com)

Read more by following [this link](#).

### BHATIA SHIPPING AND AGENCIES PVT LTD v ALCOBEX METALS LTD (2nd)

This case has already been the subject of commentary in connection with the relationship between criminal charges and the enforcement of a debt. There are two other aspects of the case that deserves attention. This commentary concerns a holding by an English court which decided that the claimant's right of action against an NVOCC was time-barred. What is interesting is that the Court enforced the nine month period stipulated in the bill of lading conditions. This holding will be a welcome result to FIATA, as NVOCC had used the FIATA form of bill of lading as its transport document. [Read on.](#)

### Evergreen v. Aldgate revisited

When a party books a container for carriage, and then the carrier receives the container and issues a bill of lading, is there one contract or two? First, the contract arising from the booking note, and the second the bill of lading contract? Many bills of lading attempt to deal with this possibility by including a "merger" clause. Where a party has booked a container, and then has accepted a bill of lading, the merger clause provides that the rights of that party under the initial contract "merge" in the rights under the bill of lading. But there are occasions when the carrier can enforce two contracts. One of those cases has already been covered by "You be the Judge" posting on Evergreen v. Aldgate, which appeared in Forwarderlaw in 2004. Now it is time to take another look at the case. Follow [this link](#).

### **General**

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