

FORWARDERLAW E-NEWS February 25, 2005

Significant changes to the Forwarderlaw site are a step closer. First, the navigation is simplified with a Master Navigation bar that appears on every page. Second, the double and sometimes triple “hits” in response to search terms will be eliminated. Thirdly, the appearance of the sight will change, with animation and new graphics. And a standardized format for all pages. And more.

There is no set date for the launch of the new site. Much depends on how quickly the vast store of articles on Forwarderlaw can be edited, revised where necessary, and re-loaded. But Forwarderlaw readers can expect to see those changes in the next month.

Forwarderlaw Editors speak at Seminars

The Forwarderlaw editors have the most specialized expertise in the Globe. So it is not surprising that they are in demand as speakers on topics of concern to Forwarders. Three editors are scheduled to participate in a Seminar on the CMR, to be held in Vienna on March 18/19 next. Jacobus Bracker has played a large role in bringing this Seminar into reality. [Follow this link to find out more.](#)

And the General Editor spoke to a conference of approximately 250 forwarders at the first International Convention sponsored by Assekuranza, an independent South American underwriter, formerly an agent for Aktiv Assurance that specializes in transport insurance for the forwarding and Multimodal Transport Industry. [Read his remarks](#) at this Buenos Aires conference, as reported in a leading Argentine newspaper, La Nacion.

A Shipper's Duty to provide information to a Carrier

The present international conventions on the transport of goods impose certain duties on shippers to provide information to carriers regarding the goods shipped. These duties are the most stringent with respect to Dangerous Goods. But with the heightened concern with security against terrorism, shippers will find themselves accountable in numerous other situations where information required by Governments concerning cargo is not available to a carrier. The provisions of the draft UNCITRAL Convention on the International Transport of Goods by Sea extend the responsibilities of shippers beyond anything that is presently known to international law. Read these general comments [about the innovations in this Convention.](#)

FORWARDING PRACTICE AND INSURANCE

The Canadian International Freight Forwarders Association is in the process of adopting new Standard Trading Conditions. These Conditions maintain the policy of the old Conditions that cargo insurance will only be placed by a

forwarder where the customer makes a prior request in writing. For comments on the commercial considerations that influence the Directors of CIFFA, [follow this link](#).

“RECKLESSLY AND WITH KNOWLEDGE”

These words, found in the Warsaw Convention, are the basis of many a claim in which cargo interests or their insurers hope to recover more than the package limitation amount from an air carrier.

These words were successfully invoked against an air carrier where a cargo of drugs that required refrigeration was allowed to stand in an unrefrigerated area for a period of time that created a risk that the drugs had spoiled.

The court also considered whether the test was “subjective” (did the employees of the air carrier appreciate the risk that their careless handling of the cargo created?) or objective (would reasonable employees have appreciated the risk, even though the actual employees were blind to its existence?)

And the court talked about burden of proof, suggesting that a failure on the part of the air carrier to investigate the circumstances of the damage after receiving notice of claim was a factor justifying the most negative inference against the air carrier!

The case, *Connaught Laboratories .v British Airways*, is under appeal. But regardless of the outcome the observations of the [trial judge are worth considering](#).

Service Contracts – the past, the present and the future!

The recent decisions by the Federal Maritime Commission extending to NVOCC’s a right to enter into service contracts with shippers requires reconsideration of this issue. And whatever happens in terms of the content of the UNCITRAL Convention, the legal profession will be the beneficiary. [Read some of the policy considerations facing the UNCITRAL Working Group on Transport Law](#).

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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Peter Jones
General Editor, Forwarderlaw
416-643-3323
1 Queen St. E. Suite 2100
Toronto, Canada M5C 2W5