

Meeting of Members of Forwarderlaw in Brunegg, Switzerland, March 27

Robert Vogel of Switzerland was the host for this meeting of Forwarderlaw members and clients from the Transport and Logistics Industry. Various members of Forwarderlaw summarized the current legal issues for the industry in their country.

For further information follow:

http://www.forwarderlaw.com/library/view.php?article_id=378

Freedom of Contract and the UNCITRAL Convention

Two further commentaries – one on the impact of the Convention on the Marketplace and the second on the reaction of the European Shipper's Council.

It requires a crystal ball to forecast what how will follow if the UNCITRAL Convention becomes law. Readers must realize that the idea of a compulsory law in the form of an international convention that approves the use of freedom of contract is a novelty. Freedom of contract is the vehicle by which many thousands of participants in international trade and transport “vote” on the transport market. How will they exercise this freedom?

Read on:

http://www.forwarderlaw.com/library/view.php?article_id=376

Some new voices have been heard, and despite paying lip service to freedom of contract, these voices are not at all optimistic that the market will be fair to their interests. The European Shippers Council has presented a brief to the UNCITRAL Transport Working Group that pans the idea of freedom of contract, even commenting how large forwarders will exploit this novelty. Forwarderlaw has prepared a summary . . . it is not exactly short, but then the Council brief is a lot longer!

Read this synopsis:

http://www.forwarderlaw.com/library/view.php?article_id=377

And it is worth while reminding shippers that the forwarding industry has accepted “freedom of contract” as a defence against the large ocean carriers using this freedom for their own benefit. Re-read an edited version of a valuable contribution that appeared in the form of a submission by the Canadian International Freight Forwarders Association to Transport Canada.

Edited Version

http://www.forwarderlaw.com/library/view.php?article_id=374

The NSAB Conditions (2000)

Henrik Thal Jantzen, the Denmark Member of Forwarderlaw, confirms that the NSAB Conditions 2000 (applicable to the forwarding industry in the Scandinavian countries) are providing an effective legal framework for both forwarders and their customers. He comments on two cases decided by the Danish Courts that recognize that shippers had considerable input into the terms of these Conditions, so they can be assumed to balance the interests of both the forwarders and the cargo interests, taking into consideration the possibility of insurance.

Many thanks to Henrik for his insights!

http://www.forwarderlaw.com/library/view.php?article_id=375

Anti-suit injunctions

These actions can have a considerable impact on practice, regardless of what the law on the books says. Forwarderlaw reported on a Canadian case where the claimant was frustrated in its efforts to obtain recovery for cargo damage even though Canadian law expressly gave jurisdiction over that case and similar cases to the Canadian courts. Now the anti-suit injunction stopped a consignee in Columbia from exercising rights under Columbian law.

Read how it works:

http://www.forwarderlaw.com/library/view.php?article_id=379

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