Simone Lamont-Black, D. Rhidian Thomas (eds.), CURRENT ISSUES IN FREIGHT FORWARDING: LAW AND LOGISTICS, Lawtext Publishing Limited, Oxford, 2017

UDK: 347.763(048.1)

"Current issues in freight forwarding: law and logistics" is the final fruit reaped after two successful conferences dedicated to the topic of logistics and freight forwarding, organized in Edinburgh and Antwerp in 2015 and 2016, respectively.[1] This 564-page book, published by Lawtext Publishing limited in January 2018, comprises papers by 18 authors written on a number of various legal topics concerning the role and duties of freight forwarders in modern international transport. Authors from different jurisdictions (France, Germany, Belgium, Denmark, Ireland, Croatia, to name just a few) take a comparative approach to the topic of freight forwarders seen from different perspectives, proving their role to be complex and uniquely diverse in today's market.

Apart from the papers collected in 14 chapters, which will be presented in more detail later on, additional three chapters of the book are dedicated to the analysis of standard terms and conditions of freight forwarders in Germany, Ireland and Nordic countries. As added value, this book also delivers a comprehensive set of international transport conventions – in full text – covering all transport modes, as well as multimodal transport, and standard forms of freight forwarder agreements.

The editors of the book, Dr Simone Lamont-Black and Prof D Rhidian Thomas, who have also contributed to the book with their researches, managed to collect papers that collectively offer a comprehensive picture of the complex law of freight forwarding, making it easier for scholars and the transport industry alike to understand and grasp the practices of freight forwarding in various countries.

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[1] Edinburgh Conference on Current Issues in Freight Forwarding: Law and Logistics (3-4 September 2015) organised by Edinburgh University School of Law, Edinburgh Centre of Commercial Law, Simone Lamont-Black and Veronica Ruiz About-Nigm; Antwerp Conference on Law and Logistics: The Way Forward (12 October 2016) organised by Antwerp Forwarding Association, Forwarder law and Flows.

OVERVIEW OF THE SELECTED CHAPTERS

The first Chapter of the book (*Freight forwarder – Agent or Carrier? Categories of forwarding contracts*), written by P. M. Bugden, sets out the complexity of the appearance and role of the freight forwarder in different categories of forwarding contracts. The mere fact that the "contractor" of a forwarding agency contract can be described as "a forwarding agent, freight forwarder, delivery agent or carrier" (p. 8) vividly shows numerous functions that a freight forwarder can have, which can subsequently lead to various legal ambiguities – starting with the problem connected to identifying his position and the application of the terms and conditions of the contract to him.

In Chapter 2 (*Legal Conceptualisations of the freight forwarder: some comparative reflections on the disunified law of forwarding*), Frank Smeele continues to disentangle different roles of a freight forwarder which he could simultaneously be playing. Smeele's paper is a comparative study of those roles and of legal conceptualization and liability regimes of the forwarder in his various roles (as a service provider, a mere agent, an intermediary, a guarantor and a contractual carrier), seen from the perspective of German, French, English and Dutch law. Finally Smeele concludes that the selected legal regimes take distinctively different approaches, which proves the need for continuous comparative research before a new attempt to unify or harmonize forwarding law can be made.

In the following Chapter (Chapter 3 - *The Carrier as designer of transport*), Wouter Verheyen goes deeper into the topic of the forwarding contract, analysing the ever more occurring practice that consists in the contract of carriage not specifying the mode of transport (the so-called liberty clauses), and related issues of the carrier's liability for the organization and conducting of that kind of carriage.

Chapter 4 (*Understanding the agreements of commercial people*), written by D Rhidian Thomas (who is also the co-editor of the book), deals with the question of the construction (interpretation) of commercial contracts. In his paper Thomas addresses the issue of different (and sometimes even opposite) meanings of words (and wording) used in contracts that often lead to problems of ambiguity and uncertainty in its application and interpretation. He addresses this problem based on an analysis of general propositions for the construction of contractual words made by the House of Lords and the Supreme Court, and their application in the commercial business and standard form contracts, helping the reader to get the sense of what one should have in mind when constructing an agreement.

In Chapter 5, Professor Martin Davies outlines the current state of affairs in the legal regulation of multimodal transport in the United States, especially

dealing with the liability of carriers in multimodal transportation (*International Multimodal transportation in the United States*). Throughout his analysis of the existing case-law, Davies resolves the ambiguity concerning the application of relevant law to (road and rail) carriers in international multimodal carriage under the US law.

The topic of Chapter 6, written by Professor Erik Røsæg (*Liability issues in respect of FIO and other part performance of international carriage by cargo*), delves deeper into the relationship between the carrier and his subcontractors, focusing on situations when carriage is organized in a way that the cargo side undertakes a certain part of it. Røsæg analyses the vertical and horizontal exceptions to carrier's liability, searching for answers to that kind of practice in relevant international legislation throughout all transport modes (the Hague Rules, the Hague-Visby Rules and the Rotterdam Rules, CMR, CIM, CMNI and the Montreal Convention). Furthermore, Røsæg addresses the issue of status of the receiver of goods when carriage is organized in this way, in terms of a choice of transport document in regard to the existing exceptions of carrier's liability.

The focus of Chapter 7 is on containers and the issue of their weight verification in the light of the safety of the ship, the workers and other cargo (*SOLAS: Container weight verification: the answer to overweight and wrongly declared weight of containers?*). Arnold J. van Steenderen, the author of this Chapter, analyses new SOLAS provisions and the requirements regarding the VGM (verified gross mass) of packed containers and consequences of wrongful declaration of the containers, as well as the possible methods of enforcing the new SOLAS rules.

In Chapter 8 (*A forwarding contract – between order and acceptance – and afterwards?*) Adry Poelmans discusses the existing trend among freight forwarders who are not keen to offer quality information to their customers, and the liability that arises out of their acts (and omissions). Poelmans analyses the situation in regard to Belgian and French law, as well as Dutch and German jurisprudence, concluding that only the French forwarding industry uses standardised formats with regard to the information to be provided by the freight forwarders. In his conclusion, Poelmans advises freight forwarders to limit their liability contractually in order to minimise the risk of possible claims against them.

Professor Simon Baughen examined an overlooked area in Chapter 9 (*The Unfair Contract Terms Act 1977 and carriers' UK sub-contractors*) regarding contracts for the international carriage of goods, namely the application of the Unfair Contract Terms Act 1977 (UCTA) and how it operates in relation to the contractual terms used by carrier's UK sub-contractors (such as terminal operators and inland road carriers).

Dr Simone Lamont-Black undertook the hard task of analysing the functioning and effectiveness of the relevant legal framework in regard to the issue of recourse claims between carriers in Chapter 10 (*Recourse Claims between carriers: Another obstacle to intermodality?*). Lamont-Black focused on the English law perspective and examined relevant provisions contained in international transport conventions in relation to the Contribution Act 1978, which brought her to suggest a reform of implementing legislation with the aim of facilitating a smooth application of the said regulation in this context and offer carriers and freight forwarders legal certainty in the conducting of their business.

Starting with Chapter 11 (*The Law applicable to freight-forwarding contracts: the implication of Haeger&Schmidt*), the discussion of freight forwarding contracts shifts to private international law issues, namely the concern of the governing legal regime for freight forwarding contracts. In the light of the absence of international rules governing freight forwarding contracts, the author of this chapter, Professor Cecile Legros, focuses on the EU instruments governing conflicts of laws in contractual transport relations and in particular to the *Haeger & Schmidt* Case that was decided upon in the preliminary ruling of the Court of Justice of the European Union in October 2014.

After the examination of the issue of governing law in Chapter 11, in Chapter 12 Dr Johannes Schilling continues by addressing jurisdiction issues over freight forwarding contracts (*Jurisdiction over freight forwarding contracts: Determining the international competent court in the context of uniform transport law and European, international and German law on jurisdiction)*. Although he recognizes the distincitve character of each particular case and any contract concluded (in that case), Schilling offers a list of general aspects that should be considered when deciding on the competence of the court, addressing the new rules contained in Brussels I bis Regulation, especially in the context of the specific nature of freight-forwarding contracts.

The private international law "section" finishes with jurisdiction agreements (clauses), which are at the forefront of Chapter 13 (*Choice of court agreements vis-à-vis third parties*). Veronica Ruiz Abou-Nigm analyses these clauses, often included in international commercial contracts, and explores the extent to which the effects of jurisdiction clauses may be extended beyond the parties to a jurisdiction agreement.

The last paper in the book (Chapter 14) is written by Professor Nikoleta Radionov (*New road carriers' liability regime in Croatia and lessons from the old normative anomalies for the neighbouring countries)*, who gave critical observations to the situation in which Croatian road carriers and freight forwarders were put until recently. In her paper Professor Radionov explains the dichotomy between

the original (1956) CMR regime and the one of 1978 (SDR-CMR Protocol), while paying special attention to the issue of limitation of carrier's liability. Pointing out the problems that the application of the original CMR (without the SDR Protocol) poses for hauliers, Radionov hopes to warn the neighbouring countries of South Eastern Europe (Serbia, Bosnia and Herzegovina and Montenegro) of possible dangers and encourage them to adopt the SDR-CMR Protocol.

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