

Transport Documents

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Short Biography

Prof. Dr. jur. Tobias Eckardt



- Professor, U. of Applied Sciences, Bremerhaven/Germany since 2023
- Before: 18 years as practicing lawyer in international trade and transport law
- Contributions to various books and law journals
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Topics



- What is the purpose of the CMR consignment note?
- Which requirements need to be met to make a CMR consignment note valid?
- What happens if the consignment note is not valid?



- **What is the purpose of the CMR consignment note?**
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What is the purpose of the CMR consignment note?



1. Evidence
2. Control over goods
3. Other

Consignment note

- has got NOTHING to do with the validity of the contract
- is NOT a document of title (as opposed to the bill of lading in maritime transport)



Purpose: Evidence



Art. 9 (1) CMR

The consignment note shall be *prima facie* evidence of the **making of the contract** of carriage, the **conditions of the contract** and the **receipt of the goods** by the carrier.



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- 
- Similar rule in Art. 30 CMR regarding the receipt of the goods by the consignee -> also *prima facie* evidence as to status of goods at delivery



Purpose: Evidence



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- 
- It is – in legal theory – possible to disprove the evidence
 - But that is very hard to do in real life



Purpose: Evidence



Art. 9 (2) CMR

If the consignment note contains no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in **good condition** when the carrier took them over and that the **number of packages**, their marks and numbers corresponded with the statements in the consignment note.



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- A specific reservation (-> Art. 8 CMR) hinders the presumption



Reservation; Art. 8 (1) and (2) CMR



1. On taking over the goods, the carrier shall check:
 - (a) The accuracy of the statements in the consignment note as to the number of packages and their marks and numbers, and
 - (b) The apparent condition of the goods and their packaging.
2. Where the carrier has no reasonable means of checking the accuracy of the statements [...] he shall enter his reservations in the consignment note together with the grounds on which they are based. [...]



Purpose: Control over goods



Art. 12 CMR (shortened)

The sender has the right to dispose of the goods (example: stop the goods in transit, to change the place of delivery or consignee) ...

... but to exercise this right, the sender must present the first copy of the consignment note



Purpose: Other



Consignment note is needed for

- Sender's liability for incorrect information in consignment note;
Art. 7 CMR
- Carrier's reservation; Art. 8 CMR
- Change in liability; Art. 24, 26 CMR
- Successive carriage; Art. 34 - 40 CMR



Topics



- What is the purpose of the CMR consignment note?
- **Which requirements need to be met to make a CMR consignment note valid?**
- What happens if the consignment note is not valid?



Some of the requirements to make a CMR consignment note valid



- Art. 5 CMR: Signatures by sender and carrier (stamped/printed?)
 - electronic consignment note?
- Art. 6 (1) CMR all of the following need to be stated:
 - The date and the place at which it is made out;
 - The name and address of the sender, carrier and consignee;
 - The place and the date of taking over of the goods and the place designated for delivery;



Some of the requirements to make a CMR consignment note valid



- The description of the nature of the goods and method of packing, and (if dangerous goods) their generally recognized description;
- The number of packages and their special marks and numbers;
- The gross weight of the goods or their quantity otherwise expressed;
- Charges relating to the carriage
- The requisite instructions for customs and other formalities; and
- A statement that the carriage is subject to the provisions of the CMR.



Topics



- What is the purpose of the CMR consignment note?
- Which requirements need to be met to make a CMR consignment note valid?
- **What happens if the consignment note is not valid?**



What happens if the consignment note is not valid?



1. Some elements of the CMR are not affected at all.
2. Some elements of the CMR might not work as intended.
3. Some elements of the CMR simply do not work.



1. Some elements of the CMR are not affected at all



Art. 4 CMR

[...] The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage which shall remain subject to the provisions of this Convention.

- 
- The transport contract is valid
 - No escape: The CMR applies
 - > generally, rights and obligations are not affected



2. Some elements of the CMR might not work as intended



- No evidence function as per CMR rules
BUT: possible evidence under national law rules
- No carrier's reservation as per CMR rules
BUT: possible similar effect under national law rules



3. Some elements of the CMR simply do not work



- Control over goods; Art. 12 CMR
- Change in liability; Art. 24, 26 CMR
- Successive carriage; Art. 34 - 40 CMR



Thank you!

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