

Time Bar Issues under the CMR

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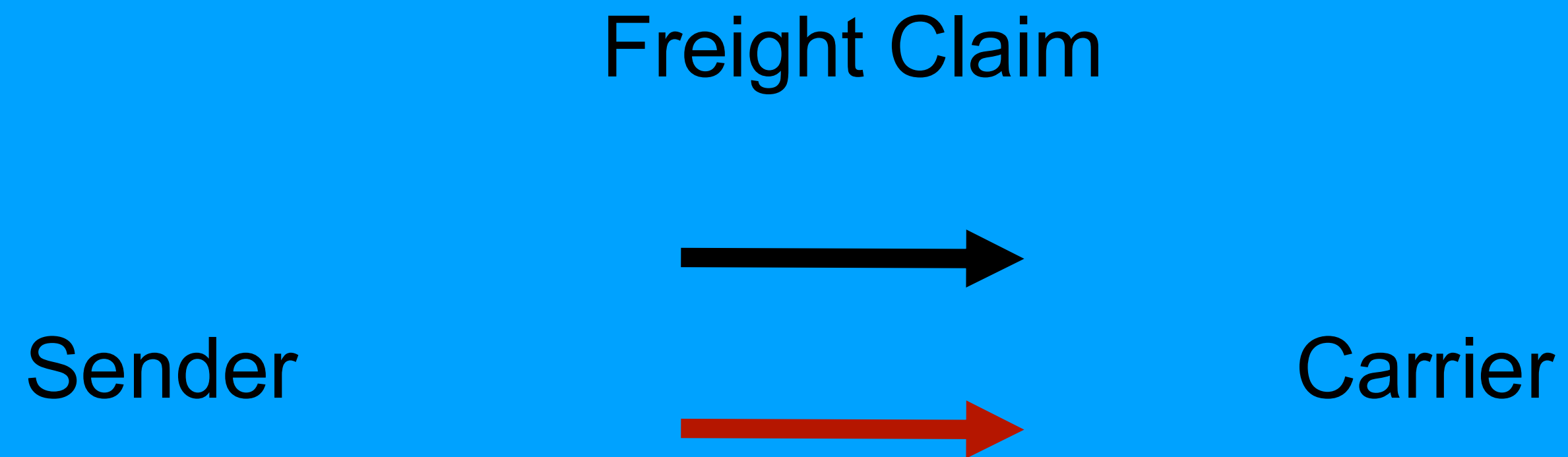
Type of Claims

Article 32

“The period of limitation for an action **arising out of carriage** under this Convention shall be one year.”



Damage to other objects than the cargo?



Damage to the ship machinery

NJA 2007.879 (Supreme Court, Sweden)

Delivery?

Article 32(1)(a)

”In the case of partial loss,
damage or delay, from the **date
of delivery**”



Delivery?

Delivery denied

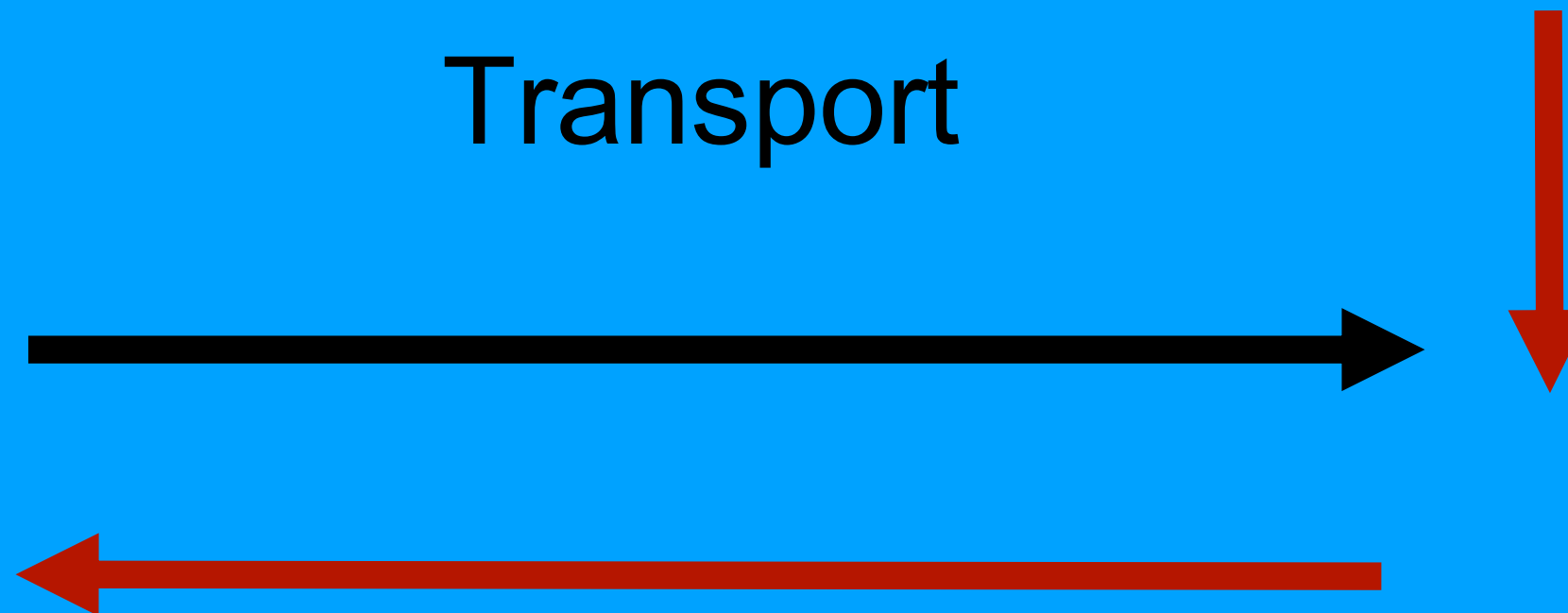
Denmark

Transport

Germany

Return Transport

U 1997 1612 H (Supreme Court, Denmark)



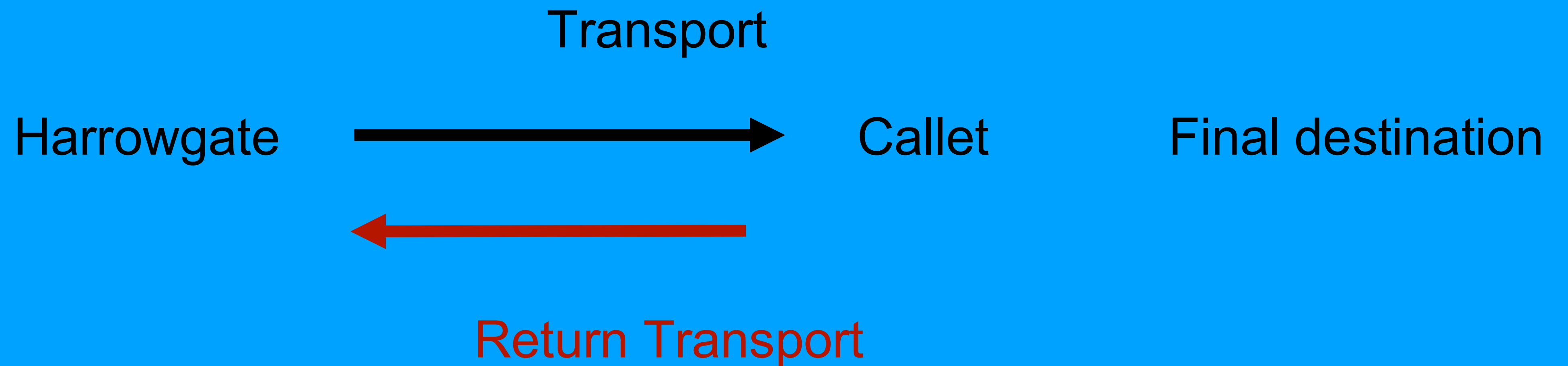
Total Loss?

Article 32(1)(b)

”In the case of **total loss**, from the thirtieth day after the expiry of the agreed time-limit or where there is no agreed time-limit for the sixtieth day for the date which the goods were taken over by the carrier”



Total Loss or Damage?



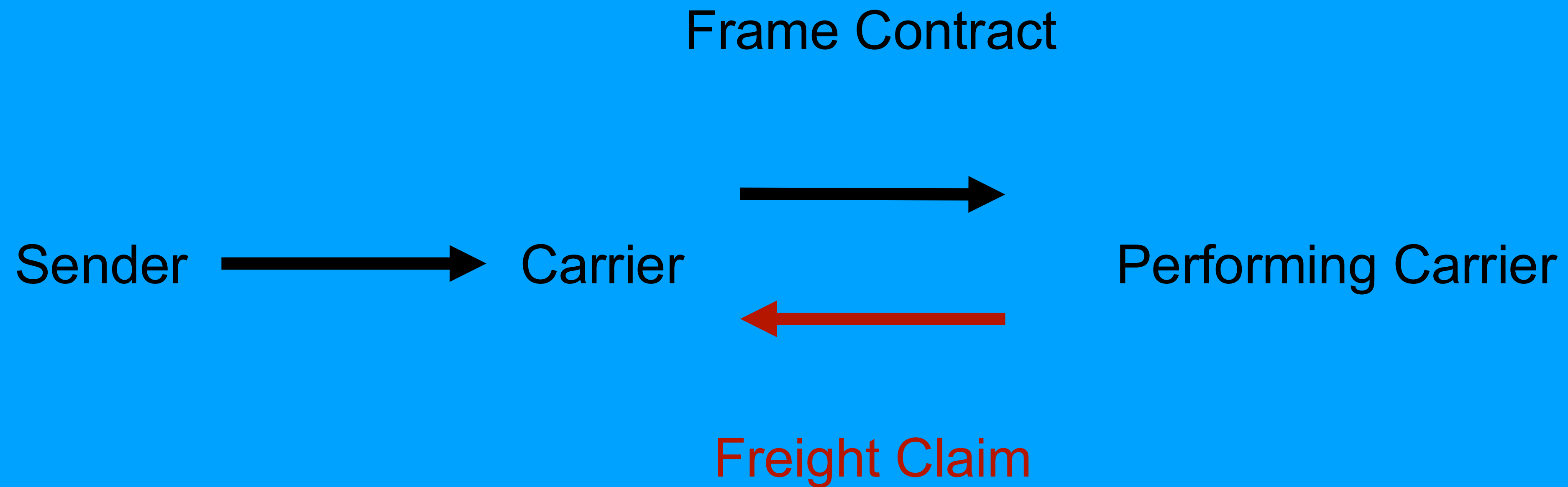
ICI Fibres v MAT Transport, [1987] 1 Lloyd's Rep. 354

Contract Date?

Article 32(1)(c)

”In all other cases, on the expiry of a period of three months **after the making of the contract of carriage.**”





Individual Transports under the Frame Contract

Suspension

Article 32(2)

”A **written claim** shall suspend the period of limitation until such date as the carrier **rejects** the claim by **notification in writing** and **returns the documents attached thereto.**”



Article 39(4) Successive Carriage

Sweden Poland Slovakia Hungary Romania



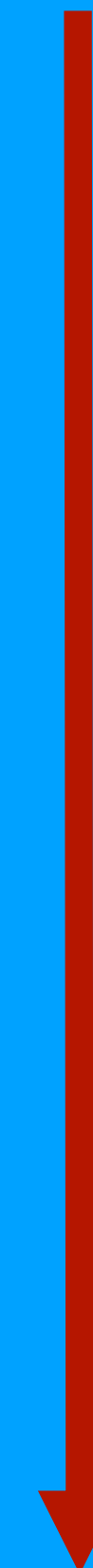
Article 39(4) Successive Carriage

NJA 1996.211



Sweden

Italy



Continex

Walter

Performing carriers

Sweden–Italy

Thank you for your attention

