# Interesting Conflicts Decision from the Sixth Circuit: COGSA or Hague-Visby?

The Sixth Circuit Court of Appeals recently issued an interesting conflicts decision on the competing applicability of COGSA rules or Hague-Visby Rules. According to Judge Karen Nelson Moore, writing for the panel:

> *This case requires us to consider whether COGSA or the Hague-Visby Rules or both apply as a matter of law to the ocean voyage between Le Havre, France and Montreal, Canada, [where the goods would then travel by land to inland cities in the United States]. . . . The case presents an intellectual puzzle that we must resolve without direct precedent as guidance, and our analysis should be understood as a default rule around which cargo owners and carriers can contract.*

After a thorough introduction of the issue, and the genesis of the competing laws, the panel determined that:

> *an intermediary stop en route pursuant to a multimodal maritime contract with an ultimate destination in the United States, regardless of whether the stop is during the sea stage of transport or between the sea and land legs, should not prevent the application of COGSA liability rules as a matter of federal common law. Our decision effectuates Congress's intent when it passed COGSA in 1936 to promote uniformity in shipping. We think that applying COGSA's liability rules to all carriage of goods by sea, in contracts for transportation with ultimate destinations in the United States, effectuates Congress's intent in a context that Congress could never have predicted: one in which containerized transport and "through" bills of lading prevail.*

The decision in *Royal Insurance Co. of Am. v. Ford Motor Co.*, No. 06-1199 (6th Cir., January 30, 2008) is an interesting read, both for the substantive rule of maritime law and the conflicts analysis. The slip opinion is available here.