

First Issue for Lloyd's Maritime and Commercial Law Quarterly in 2024

The first issue for *Lloyd's Maritime and Commercial Law Quarterly* in 2024 was published recently. It contains the following articles and case notes.

Articles:

Andrew Dickinson, "Electronic trade documents and the conflict of laws in the United Kingdom"

The Electronic Trade Documents Act 2023, which entered into force on 20 September 2023, seeks to facilitate the use of trade documents (including bills of exchange, promissory notes and bills of lading) in electronic form by assimilating these instruments, and their legal effects, to the equivalent paper trade documents, provided that the systems used to process the relevant information meet certain technological requirements. However, the Act contains no provision that expressly addresses the legislation's cross-border dimension or its relationship to the United Kingdom's conflict of laws rules. This article considers how these matters should best be addressed in order to secure the Act's promised economic benefits.

Shane Herbst and Simon Allison, "Breaking the Hague-Visby Rule's Silence on choice of law and forum clauses: Article 3 revisited"

It is generally assumed that the Hague-Visby Rules are silent on choice of law and forum clauses. However, Art.3(8) can potentially operate to invalidate such clauses; and the general assumption is challenged by reference to Australia's cargo liability regime. This reality could incentivise jurisdictions wanting to uphold such clauses to construe the Hague-Visby Rules uniformly. Despite this, the limits of Art.3(8) should be clarified. In Australia, reform efforts should address this and other issues with arbitration agreements. As Art.3(8) currently stands, parties must consider its potential effects on dispute resolution provisions in sea-carriage documents.

Case Notes:

Adrian Briggs, "The empire strikes back"

Andreas Giannakopoulos and Adnan Khaliq, "Damages for breach of dispute resolution agreements and EU public policy"

Adrian Briggs, "When arbitration matters"