



Intergovernmental Organisation  
for International Carriage  
by Rail

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Bulletin  
of International  
Carriage  
by Rail

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**3/2005**

113th Year • July - September

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# 3/2005

113<sup>th</sup> year – July - September

## **Bulletin of International Carriage by Rail**

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### **Central Office Communications**

#### **Ratification of the 1999 Protocol**

##### **Syria**

In application of Article 20 § 1 of the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 and of Article 3 § 2 of the Protocol of 3 June 1999 for the Modification of COTIF (1999 Protocol), Syria deposited its instrument of ratification of the 1999 Protocol with the Provisional Depository<sup>1</sup> on 4 July 2005.

The 1999 Protocol and thus the new version of COTIF will come into force only after they have been ratified, accepted or approved by more than two-thirds of the Member States of OTIF, i.e. at least 27 States (Article 20 § 2 COTIF 1980). Syria is the 26th State to have ratified the 1999 Protocol.

<sup>1</sup>

According to Article 2 § 1 of the 1999 Protocol, OTIF performs the functions of the Depository Government provided for in Articles 22 to 26 of COTIF 1980 from 3 June 1999 to the entry into force of this Protocol.

#### **De facto application**

##### **Ukraine**

In accordance with Article 20 § 3 of COTIF 1980, the application of the CIV and CIM Uniform Rules is suspended in respect of traffic with and between those Member States which, one month before the date fixed for the entry into force of the decisions of the 5<sup>th</sup> General Assembly, i.e. the 1999 Protocol (Vilnius Protocol) have not yet deposited their instruments of ratification, acceptance or approval.

Such suspension will not apply to Member States which notify the Secretariat that, without having deposited their instruments of ratification, acceptance or approval, they will apply the amendments decided upon by the General Assembly (de facto application).

In a note dated 28 January 2005, which the Secretariat received on 17 March 2005, the Ukraine confirmed its intention of acceding to the 1999 Protocol (see Art. 3 § 3 of the 1999 Protocol), and with reference to paragraph 2 of Article 20 § 3 of COTIF 1980, announced that it will apply the amendments decided upon by the 5<sup>th</sup> General Assembly to the 1435 mm gauge railway lines entered in the CIM List of Lines (a total of 232 km).

### List of CIV lines

(published on 1 May 1985)

#### Central Office circular no 54, 2 August 2005

##### Chapter "Albania"

Albania acceded to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 on 1 June 1984, but has so far only subjected the carriage of goods to the COTIF regime, the CIM Uniform Rules. According to a communication from Albania dated 12 July 2005, the carriage of passengers is also now to be made subject to the COTIF regime, the CIV Uniform Rules. A new chapter "Albania" has been inserted in the List of lines. The lines concerned will be subject to the CIV Uniform Rules from 2 September 2005 (Article 10 § 2 of COTIF 1980).

In addition, Albania acceded to the Protocol of 3 June 1999 for the Modification of the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 (1999 Protocol) by depositing an instrument of accession with the Provisional Depository on 11 July 2000 (see Bulletin 5/2000, p. 338).

#### Central Office circular no 55, 11 August 2005

##### Chapters "Ireland" and "France"

Deletion of the shipping line Rosslare Harbour - Cherbourg operated by the "Irish Ferries Ltd." (P.O.Box 19, Ferryport Alexandra Road, Dublin 1, Ireland).

See COTIF, Article 10 §§ 1, 3.

#### Central Office circular no 56, 11 August 2005

##### Chapter "Germany"

Because of various modifications made in the chapter Germany, the chapter has been re-issued.

### List of CIM lines

(published on 1 May 1985)

#### Central Office circular no 74, 11 August 2005

##### Chapters "Germany", "Finland" and "Denmark"

Deletion of the shipping line Hamburg/Bremerhaven - Helsinki/Hanko/Turku/Hamina operated by the "TEAM

LINES GmbH & Co." (Baumwall 3, DE - 20459 Hamburg).

Deletion of the shipping line Puttgarden - Rødby operated by the "Scandlines Euroseabridge GmbH" (Hochhaus am Fährhafen, DE - 18119 Rostock - Warnemünde).

See COTIF, Article 10 §§ 1, 3.

## Dangerous Goods

### Sub-Committee of Experts on the Transport of Dangerous Goods (UNECE)

27<sup>th</sup> Session

Geneva, 4-8 July 2005

Experts and observers from 26 countries and 29 governmental and non-governmental international organisations took part in this first session of the new 2005-2006 biennium for the 15<sup>th</sup> revision of the UN Model Regulations.

As at the beginning of every new biennium, the Sub-Committee of Experts dealt with new issues that will be examined further on the basis of new proposals or in working groups. In particular, new issues will be:

- the drop test and righting test for IBCs (intermediate bulk containers)
- the strength of "single trip" or "lightweight" composite IBCs
- introduction into the Model Regulations of provisions for excepted quantities on the basis of the provisions for air transport (ICAO) (laboratory specimens)
- the definition of transport units and closed transport units
- orientation arrows on radioactive material of Class 7
- restructuring the provisions of IAEA in the Model Regulations to make them more user-friendly
- guiding principles for the Model Regulations.

The Working Group on Explosives continued its work but was again unable to reach a consensus.

With regard to harmonisation of the provisions of RID/ADR/ADN with the 14<sup>th</sup> revised edition of the Model Regulations, which was examined by an ad hoc working group of the RID/ADR/ADN Joint Meeting, the Sub-Committee agreed that the provisions on the carriage of animal carcasses are not in fact clear and should therefore be corrected in future. With regard to clinical wastes, the expert from the United States expressed concern at the fact that the Government of Germany intended to submit proposals to the RID/ADR Joint Meeting which could result in conflicting requirements. The expert from Germany explained that the proposals would not necessarily result in conflicting requirements and that they should be addressed urgently for inland transport in Europe. Lastly, the inconsistencies for the assignment of special provisions for the carriage of particularly corrosive substances in tanks would be addressed at the next session in the context of the revision of the rationalised approach.

*World Convention or options to facilitate the global harmonisation of the transport of dangerous goods with the Model Regulations* (see Bulletin 1/2005, pp. 3-5)

The representatives of the United Kingdom and Canada had prepared a document (see ST/SG/AC.10/C.3/2005/20) with a view to stimulating and encouraging the examination of this subject, although they explained that this document did not represent their own views or those of their respective Governments.

The document was to some extent a "self-criticism" of the Sub-Committee, i.e.:

- (a) The Model Regulations contain editorial errors.
- (b) The Model Regulations are not complete.
- (c) The Model Regulations are complex, detailed and voluminous.
- (d) Some of those delegations who negotiate amendments to the Model Regulations do not, since the Regulations are not mandatory, feel constrained to support their application either in regional, modal provisions or in their own national legislation.

- (e) There still seems to be a lack of trust between the UN Sub-Committee of Experts and a number of other bodies.
- (f) The modal bodies (ICAO, IMO, RID/ADR Joint Meeting) do not always perceive the UN Sub-Committee as being a truly multimodal decision making body.
- (g) There are trade/operator/carrier organisations that will apply restrictions over and above those set by the UN Sub-Committee, sometimes for 'safety' reasons and sometimes for commercial reasons.
- (h) Material of Class 7 and the work of the IAEA.
- (i) There is a genuine problem in trying to develop a universal system of transport operations that apply equally to both international and national transport.
- (j) Is the Sub-Committee, or indeed ECOSOC, clear on what its remit is today?
- (k) The question of translation into the official UN languages should also not be underestimated.
- (l) Increasingly, transport of dangerous goods is multimodal even within national territories.

They proposed the following possible options for the future:

- (a) Renewing the mandate.
- (b) Reviewing the work practices of the Sub-Committee.
- (c) Relations with other dangerous goods regulatory bodies.
- (d) Promoting wider adoption of the Model Regulations.
- (e) Reviewing the Model Regulations as a legal text.
- (f) Mandatory application through existing legal instruments.

The Sub-Committee considered that fifty years of cooperation between the Sub-Committee, IMO, ICAO, UNECE and IAEA had resulted in a very good level of harmonisation of the various international legal instruments regulating the international transport of dangerous goods, but there are still problems in international transport. These are due to the fact that there are still some differences between the international modal legal instruments, although it was recognised that a number of these differences are often justified and legitimate. One problem seemed to be the lack of harmonisation between national inland transport regulations which impede international transport when there is no international legal instrument superseding national regulations, such as ADR and RID. National regulations, even when based on the Model Regulations, are not always fully in line with the Model Regulations, or are not updated and brought in line simultaneously worldwide. As a result, consignors and transport operators must check on a case-by-case basis the regulations applicable in each country concerned by the transport operation, and this entails problems of compliance.

Other problems mentioned were the difficulty in many countries of updating national regulations every two years, the fact that new UN provisions have to be translated into all national languages, the poor capacity for implementation and enforcement in many countries, insufficient training, capacity-building and technical cooperation activities at international level despite the active involvement of organisations such as IMO, ICAO and IATA for maritime and air transport and technical support provided by certain countries on a bilateral basis.

It was mentioned that developing a widely supported world convention on the international transport of dangerous goods, although difficult, might solve these problems in the long term, but it would have to take account of the existing international legal instruments in force. Such a convention could exclude from its scope maritime and air transport, which are already covered by the IMDG Code and ICAO Technical Instructions. Alternatively, it could include common provisions for all modes of transport which, however, would not prevent the modal organisations from addressing, in addition, the purely mode-related and operational provisions in separate instruments.

For questions relating to the mandate of the Sub-Committee (participation), a member of the secretariat said that the rules of procedure applicable to the Sub-Committee were specified in the Rules of Procedures of the Economic and Social Council, and that they could

not be changed as long as the Sub-Committee was a subsidiary body of the Council. Its terms of reference were decided and updated every two years by the Council itself. He felt that in the event of a convention, its terms of reference would not be likely to change, at least immediately. It could continue to function as at present, i.e. making recommendations on the transport of dangerous goods, which would still be addressed to Governments for their national provisions and international organisations for international or regional modal legal instruments, but also to the Contracting Parties of this world convention or its administrative body.

Experts of the Sub-Committee and international organizations were invited to discuss all these issues formally or informally at national level or within their constituencies so as to further explore the possibilities of improving global harmonisation for the international transport of dangerous goods. The document referred to above was carried forward to the next session for possible further consideration.

#### **Observation by the Central Office**

It must be noted that this issue is discussed by a limited number of States (about thirty experts and observers) that all apply the UN Model Regulations through the IMDG Code, the ICAO Technical Instructions or RID/ADR. However, the problems raised concern more particularly those States that are not represented in the Sub-Committee. The problems of translation into the national languages and the frequency of the revisions (every two years) have often been raised in the Sub-Committee and by some representatives of the land transport modes. Up to now, the Sub-Committee has turned a deaf ear to these complaints.

The full report and the interesting document from the United Kingdom and Canada is available from the UNECE Transport Division's website [www.unece.org/trans/danger/danger.htm](http://www.unece.org/trans/danger/danger.htm). (Translation)

## **Technology**

### **Three drafts for new CEN "standards" (CWAs) in the rail sector: consultation**

Following the decision of the European Union on technical specifications for telematic applications for freight transport (TSI TAF) in November 2004, CEN

has been asked to produce the necessary standards for the codification to be used in the electronic TAF messages.

CEN is doing this through a **CEN/ISSS Workshop** (Information Society Standardization System) – see [http://www.cenorm.be/cenorm/businessdomains/businessdomains/iss/iss/about\\_iss/iss/about\\_workshops.asp](http://www.cenorm.be/cenorm/businessdomains/businessdomains/iss/iss/about_iss/iss/about_workshops.asp) - which is a less formal environment than a normal CEN standard, providing the opportunity for direct participation in the standardization process. The workshop is open to all interested parties and aims to arrive at a consensus on texts that can be published as CEN Workshop Agreements (CWAs).

The CWAs are by nature voluntary, but the three rail CWAs in question are intended for use in legislation (EU Directives, COTIF regulations), thus becoming obligatory. Later, the CWAs may be transposed into ordinary EN standards.

Interested parties (future users) were invited to join the CEN/ISSS TAF, and since January this year, task groups comprised of specialists from the volunteering organisations and companies have drafted three CWAs. The Central Office has participated in the drafting, as standards in the rail sector have a wider scope than just the European Union.

According to the rules of CEN, the drafts are submitted to a 60 day public consultation period which **closes on 2 December 2005**.

Following considerations of the comments received, the CWAs will be finalised by the workshop during December and will then be published and brought into force.

Only organisations and companies are supposed to submit comments.

The three official draft CWAs can be found on the OTIF website under:

[www.otif.org/html/e/tech\\_adm\\_registre\\_mr2003.php](http://www.otif.org/html/e/tech_adm_registre_mr2003.php).

## Co-operation with International Organizations and Associations

### United Nations Economic Commission for Europe (UNECE)

#### Joint ECMT/UNECE Working Group on Intermodal Transport and Logistics

*Geneva, 26-28 September 2005*

One of the main points of the above-mentioned Working Group's meeting was a brain- storming discussion of the work underway on the facilitation of border crossing in rail transport for freight and passengers, led by UNECE, with OSZhD and OTIF participation.

During the discussion, presentations by the firm InterRail Services, CIT, the Director General of OTIF and the Secretariat set out the continuing shortcomings and introduced the current new regulations, namely a draft new passenger transport agreement developed along the lines of the 1952 International Convention to Facilitate the Crossing of Frontiers for Passengers and Baggage carried by Rail and a draft new Annex to the 1982 International Convention on the Harmonization of Frontier Controls of Goods and – from OTIF – further legal and organisational opportunities to facilitate border crossing. The representatives of both the private sector and of OTIF nevertheless criticised the fact that the amendments to the two Conventions currently being negotiated would not be enough to facilitate border crossing to the extent that the competitiveness of the rail sector in cross-border transport would be improved as much as necessary, particularly in the direction of central, south-eastern, eastern Europe and Asia. It became clear in the discussion that it is still not possible to implement radical improvements in the rules for all parts of the networks in the areas addressed.

In order on the one hand to take account of these difficulties and on the other – particularly in international transport – nevertheless to be able to achieve further reaching rationalisation and simplification, the Director General of OTIF introduced a concept whereby more conspicuously effective simplification in border crossing would first be introduced only in the pan-European corridors. The concept is based on the assumption that clearly more favourable conditions exist in the corridors for the facilitation of border crossing. These are that only very limited portions of the infrastructure would be used and that the number of

stations involved – particularly border stations – would be drastically reduced. This could lead to significant simplification in equipping these stations with the necessary IT systems and suitably trained and experienced personnel in the bodies responsible for processing border crossing (including customs) could be concentrated at the border crossing points lying along the corridors.

This concept is also attractive to the States, railway undertakings, infrastructure managers and, for example, the customs authorities concerned, because a legal, organisational and logistical regime such as this, set up initially in the corridors, could, after a successful probation period, be extended to other suitable parts of the network outside the corridors. Further investigation and development and the introduction of this concept would also make it possible for the first time to back up discussions on setting up and developing the corridors – which have so far focussed almost exclusively on the financial aspects – with a specific economic benefit.

There was no subsequent in-depth discussion of these proposals – evidently because of their simple and innovative content. Informal reactions were wholly positive and the interest in further details great.

The Central Office will set out the details of this concept in one of the next editions of the Bulletin.  
(Translation)

## Case Law

### Oberster Gerichtshof (Austria)

#### Ruling of 26 August 2004<sup>1</sup>

**The period of limitation in conformity with Article 58 § 1 of CIM only applies to actions based on the contract of carriage, i.e. actions resulting from a breach of the contract of carriage and therefore equally to actions brought by the rail carrier against the contractual consignor. An action based on the contract of carriage within the meaning of Article 58 § 1 of CIM requires a genuine and sufficiently close link with the contract of carriage itself.**

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Cf. Article 58 § 1 of CIM.

#### Grounds for the ruling

On 7 December 1999, the defendant commissioned the plaintiff to transport 40 heavy goods vehicles, along with 8 heavy goods vehicle trailers, from Himberg station to Antwerp and to transfer these vehicles in Antwerp from the rail wagons onto a transport ship (so-called "trans-shipment"). For the trans-shipment services, a price of 2,000 Austrian Schillings (S) per heavy goods vehicle (with trailer attached) was agreed. The plaintiff carried out the transport operation in December 1999 and submitted an invoice on 22 December 1999; the defendant paid this in full. The plaintiff had instructed a subsidiary company to carry out the trans-shipment work. This subsidiary company carried out the trans-shipment onto the transport ship in January 2000 and on 31 December 2000, invoiced the defendant for 148,300 S. According to the agreement made with the plaintiff, the defendant should have had to pay a total of 96,000 S. In its claim submitted to the court on 29 August 2002, the plaintiff is seeking 6,976.80 Euros as an agreed fee for the trans-shipment work in Antwerp. The defendant had acknowledged his obligation to pay. The defendant requested that the action be dismissed with costs (for the plaintiff), positing the period of limitation. The plaintiff had provided its services in 1999; the period of limitation in accordance with CIM is one year. In addition, immediate invoicing had been agreed. Delayed invoicing would have removed the defendant's opportunity of passing on these trans-shipment costs to the consignee. Alternatively, it is argued that he be compensated against the action for the loss he thus suffered.

The court of first instance dismissed the action. It established that the parties in dispute had not concluded an agreement on the date for invoicing. In February 2001, the defendant had rejected the invoice made out by the subsidiary company to the plaintiff on 31 December 2000 for the trans-shipment work, on the grounds that it was too much. The defendant also rejected the incorrect invoice when the plaintiff sent a reminder in July 2001, and pointed out that there might be problems with invoicing his customer because of the delayed submission of the invoice. The plaintiff thereupon corrected the invoice in writing. In further telephone conversations, the defendant explained that he would try to obtain payment from his customer and to forward the payment to the plaintiff. The defendant did not give an explicit promise to pay. The court of first instance was unable to establish that the defendant was able to obtain payment from his customer. The court of



first instance said that legally, the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) were applicable to the contract of carriage. According to Article 3 § 2, its provisions also apply to loading, trans-shipment and unloading carried out in the context of the international carriage of goods by rail. In addition, the parties in dispute had concluded a related contract in respect of transport and trans-shipment. According to Article 58 § 1 of CIM, the period of limitation for actions arising from an international contract of carriage by rail was one year; according to Article 58 § 2 (a) of CIM, this period began to run from the time the trans-shipment was completed. The period of limitation therefore started at the end of January 2001 – even before the negotiations on the payment of the claim began. The defendant did not issue an acknowledgement.

The court of appeal overturned this ruling and instructed the court of first instance to rule again following completion of the procedure. The content of the contract of carriage had not been explained, although for the ruling, it had depended considerably upon the content of the consignment note. The court of first instance had not dealt with what it contained and had not clarified what was meant by "supplementary charges". In contrast to the opinion of the court of first instance, Article 3 § 2 of CIM did not permit the definite conclusion that the contract of carriage also covered trans-shipment from railway stations and loading onto a ship.

The court of appeal declared that the appeal to the Oberster Gerichtshof (Supreme Court) was admissible because there was no supreme court case law on either the legal nature of the contract of carriage by rail or on the question of whether trans-shipment onto a ship might also be covered by a contract of carriage by rail subject to CIM and whether this should be made evident in the contract of carriage.

The defendant's appeal against the court of appeal's decision to dismiss the action is admissible, but not justifiable:

The defendant refers to Article 58 § 1 of CIM, according to which the period of limitation for actions arising from the contract of carriage is one year. The "trans-shipment" (unloading from rail onto a transport ship) that was invoiced here is nothing more than a loading and unloading activity to be covered by the contract of carriage and to which the CIM are to be applied. In contrast, in its response to the appeal, the plaintiff's opinion is that the transport order was fulfilled when the goods were handed over to the undertaking in Antwerp named in the consignment note, "trans-shipment" onto

the ship was carried out on the basis of a separate order not covered by the consignment note, to which the CIM did not apply. The question of whether the service in respect of which the action has been brought was covered by the contract of carriage – whether the service was a principal or a subsidiary service – is therefore crucial for making a ruling. The Supreme Court (Senate) shares the view of the court of appeal, according to which the facts established so far are insufficient for making a ruling:

The Uniform Rules concerning the Contract for International Carriage of Goods by Rail (CIM 1980) are (uncontestedly) applicable to the rail transport performed by the plaintiff. Only actions arising from the contract of carriage are subject to the period of limitation in accordance with Article 58 § 1 of CIM, i.e. actions resulting from a breach of the contract of carriage, thus also actions by the railway performing the carriage against the consignor who is party to the contract (Csoklich, *Einführung in das Transportrecht* (Introduction to Transport Law), 261; Spera, *Internationales Eisenbahn-Frachtrecht* (International Railway Freight Law), Art. 58 § 1 of CIM, note 2). Article 3 § 2 of CIM, according to which the railway is only obliged to accept goods of which the loading, trans-shipment or unloading requires the use of special facilities when the stations concerned have such facilities at their disposal, may be interpreted as an indication that trans-shipment and unloading can, if necessary, be covered by the contract of carriage. However, this provision cannot necessarily be interpreted to mean that such services are in all cases covered by the contract of carriage irrespective of the agreement that has been made. An "action based on the contract of carriage" within the meaning of Article 58 § 1 of CIM requires a genuine and sufficiently close link with the contract of carriage itself (cf. Basedow, *Münchener Kommentar zum Handelsgesetzbuch* (Munich Commentary on the Commercial Code), volume 7, Art. 32 of CMR, recital 10, which affirms a close link with the contract of carriage for customs services, but not for the carrier's storage).

The genuine and close link with the contract of carriage would not exist for "trans-shipment services" (in this case transferring the goods from rail onto a transport ship), which (according to the plaintiff's assertions) are only carried out after the transport order has been fulfilled by handing over the load to the consignee referred to in the consignment note. Whether in fact the trans-shipment services commissioned from the defendant are part of the contract of carriage or whether they demonstrate a genuine and sufficiently close link with the contract of carriage depends primarily on the

contents of the consignment note. It serves as proof – albeit refutable (Schütz in Straube Commercial Code § 426, recital 3; Mutz in *Münchener Kommentar zum Handelsgesetzbuch*, Art. 11 of CIM, recital 4) – of the conclusion and content of the Contract of Carriage (Art. 11 § 3 of CIM; Koller, *Transportrecht* (Transport Law), Art. 11 of CIM, recital 6; Mutz op. cit., Art. 11, recital 4). The issue and acceptance of the consignment note (together with acceptance of the goods) is also a prerequisite for producing the contract of carriage that is subject to CIM (Art. 11 § 1 of CIM; Schütz op. cit., § 426, recital 1; Mutz op. cit., Art. 11, recitals 2, 3 and 4; Koller op. cit., Art. 11 of CIM, recitals 4 and 6).

Based on the assumption that in accordance with Article 3 § 2 of CIM, loading is in any case covered by the contract of carriage, the court of first instance did not establish anything with regard to the contents of the consignment note. Thus it is not clear in particular who the consignee of the goods in Antwerp was according to the contract of carriage; this is information that, according to Article 13 (b) of CIM, has to be included in the consignment note. Neither is it established whether the contract of carriage was terminated by handing over the goods being carried to the specified consignee before trans-shipment took place. Therefore no judgement can yet be made as to whether the trans-shipment services invoiced by the plaintiff (as the defendant claims) were carried out in the context of the contract of carriage or in a genuine and close link with the contract of carriage, and whether they are subject to the provisions concerning the period of limitation of Article 58 of CIM in the same way as the contract of carriage. There is therefore no objection to the quashing of the ruling by the court of first instance for a new decision after completion of the procedure.

[Ruling on the costs]

(From: European Transport Law, No. 3-2005, pp. 395 – 399)  
(Translation)

### Book Reviews

**Kunz, Wolfgang** (editor), *Eisenbahnrecht* (Railway Law). Systematic collection with explanations of the German, European and international requirements, loose-leaf work with supplements, Nomos Publishing, Baden-Baden, ISBN 3-7890-3536-X, 18<sup>th</sup> supplement, status as at 1 June 2005.

The base volume appeared in 1994 (see Bulletin 1/1995). The ongoing provision of supplements means that in addition to the necessary updating, the texts and commentaries are made more complete step by step (see Bulletin 1/2005, p. 23). In addition to the publisher, around 20 other authors have also worked in partnership.

The collection now has four volumes. The first two volumes cover the law of the Federal Republic of Germany and the third covers the law applicable in the Federal Lander and European law; the fourth volume covers the categories of "international law", "recommendations/requirements/tariffs" and "other law". Each volume contains an alphabetical summary of the laws, regulations and other provisions and an index covering the whole collection.

The 18<sup>th</sup> supplement primarily updates the legal texts. In addition to the text on the 2003 Act instituting a transport infrastructure funding company to finance Federal transport routes, there is also a brief commentary by M. Zumpe.

The provisions concerning dangerous goods form the focus of the update in the field of national law – in line with interim developments in international law (ADR and RID): the update contains the Regulation on the national and international carriage of dangerous goods by road and by rail, as amended by the notice of 3 January 2005. A new addition is the Regulation on the interoperability of the conventional trans-European rail system, also of 3 January 2005, which partly transposes Directive 2001/16/EC of the European Parliament and of the Council (last amended by Directive 2004/50/EC). Its Annex forms a catalogue of criteria on the need for an "approval of putting into service" following modifications to rail vehicles.

In the field of European law, the Directive of the European Parliament and of the Council on rail safety (Directive 2004/49/EC) has been incorporated and taken into account in other Directives published in the collection, whose wording the former amends.

"Railway Law" has gradually developed into a comprehensive compendium of regulations concerning the many legal relationships in the rail sector and it has proved to be a practical aid to the work of railway specialists.

(Translation)

**Publications on transport law and associated branches of law, and on technical developments in the rail sector**

*Bulletin des transports et de la logistique*, Paris, n° 3097/2005, p. 596/603 – Faut-il préciser le mode ? (M. Tilche)

*CIT Info*, Berne, N° 4/2005, p. 2 - Responsabilité en droit international routier et maritime / Haftung im internationalen Straßen- und Seebeförderungsrecht / Liability under the law of international carriage by road and by sea (G. Mutz)

*European Transport Law/Droit européen des transports*, Antwerpen, N°3/2005, p. 293-301 – Carrier's Liability in Cross-Border Air Cargo Substitute Transportation (M. Clarke)

*Journal pour le transport international*, Bâle, n° 39-40/2005, p. 50/51 – Des fonds pour le fer. Développements récents du financement ferroviaire européen (M. Metz)