

The reasoning by Justices Gageler, Gordon, Steward, Gleeson, and Jagot in the judgment of the High Court of Australia regarding the Carmichael Rail Network Pty Ltd v. BBC Chartering Carriers GmbH & Co KG case can be outlined using a formal modus ponens structure as follows:

1. ****If a contract of carriage contains a clause that relieves or lessens the carrier's liability in a manner not provided by the Australian Hague Rules, then that clause is null and void (Art 3(8) of the Australian Hague Rules).****

- The bill of lading contained clauses related to liability under the contract and the law and jurisdiction applicable to disputes.

- ****Premise:**** The contract of carriage, by containing an arbitration clause specifying arbitration in London under English law, could potentially be interpreted to relieve or lessen the carrier's liability if not bound by the Australian Hague Rules.

- ****Conclusion:**** Therefore, if the arbitration clause lessened or relieved the carrier's liability contrary to the Australian Hague Rules, it would be null and void.

2. ****If an arbitration clause is null and void under the Australian Hague Rules, then proceedings related to it should not be stayed in favor of arbitration.****

- ****Premise:**** The bill of lading's arbitration clause could be null and void if it allowed for a possible reduction in the carrier's liability under English law as opposed to Australian law.

- ****Conclusion:**** Therefore, proceedings should not be stayed in favor of arbitration under this clause.

3. ****If proceedings should not be stayed for arbitration, then the court must deny applications for staying proceedings and proceed to hear the case.****

- ****Premise:**** The High Court had to determine if the arbitration clause would likely relieve or lessen the carrier's liability in a way not provided by the Australian Hague Rules, given the circumstances including BBC's undertaking and the Federal Court's declaration.

- ****Conclusion:**** Therefore, if the arbitration clause is not likely to relieve or lessen the carrier's liability (considering the undertaking and declaration), then the proceedings should not be stayed.

4. ****The appeal should be dismissed if the arbitration clause does not relieve or lessen the carrier's liability under the conditions of the Australian Hague Rules.****

- ****Premise:**** The Court found that the clause did not relieve or lessen liability, considering the undertaking and the declaration that the Australian Hague Rules would apply as interpreted under Australian law.

- ****Conclusion:**** Therefore, the appeal by Carmichael was dismissed.

****Final Conclusion:****

The appeal by Carmichael Rail Network Pty Ltd was dismissed, and the appellant was ordered to pay the respondents' costs of the appeal. The decision was based on the interpretation that the arbitration clause, while initially raising concerns of potentially lessening liability, was not

found to do so when considering the additional commitments made in the arbitration and legal clarifications ensuring adherence to the Australian Hague Rules.