

Based on the reasoning provided by judges GAGELER CJ, GORDON, STEWARD, GLEESON AND JAGOT JJ, I will reconstruct their chain of arguments into a formal modus ponens structure, leading to the final conclusion and disposition of the case:

1. If Article 3(8) of the Australian Hague Rules operates on the ordinary civil standard of proof (balance of probabilities), then a mere possibility or risk is insufficient to engage it. (Paragraph 8)

Article 3(8) operates on the ordinary civil standard of proof.

Therefore, a mere possibility or risk is insufficient to engage Article 3(8).

2. If a mere possibility or risk is insufficient to engage Article 3(8), then Carmichael must prove on the balance of probabilities that clause 4 of the bill of lading relieves BBC from liability or lessens such liability. (Paragraphs 8-9)

A mere possibility or risk is insufficient to engage Article 3(8).

Therefore, Carmichael must prove on the balance of probabilities that clause 4 of the bill of lading relieves BBC from liability or lessens such liability.

3. If Article 3(8) is to be applied based on the circumstances at the time the court decides their application, then BBC's undertaking and the declaration made by the Full Court must be considered. (Paragraph 8)

Article 3(8) is to be applied based on the circumstances at the time the court decides their application.

Therefore, BBC's undertaking and the declaration made by the Full Court must be considered.

4. If BBC's undertaking and the declaration made by the Full Court are considered, then the Australian Hague Rules as applied and interpreted under Australian law apply in the arbitration. (Paragraphs 57-59)

BBC's undertaking and the declaration made by the Full Court are considered.

Therefore, the Australian Hague Rules as applied and interpreted under Australian law apply in the arbitration.

5. If the Australian Hague Rules as applied and interpreted under Australian law apply in the arbitration, then Carmichael has not proved on the balance of probabilities that clause 4 of the bill of lading relieves BBC from liability or lessens such liability. (Paragraphs 60-61, 66-67)

The Australian Hague Rules as applied and interpreted under Australian law apply in the arbitration.

Therefore, Carmichael has not proved on the balance of probabilities that clause 4 of the bill of lading relieves BBC from liability or lessens such liability.

6. If Carmichael has not proved on the balance of probabilities that clause 4 of the bill of lading relieves BBC from liability or lessens such liability, then Article 3(8) is not engaged. (Paragraph 8)

Carmichael has not proved on the balance of probabilities that clause 4 of the bill of lading relieves BBC from liability or lessens such liability.

Therefore, Article 3(8) is not engaged.

7. If Article 3(8) is not engaged, then the Full Court did not err in dismissing Carmichael's application to restrain the conduct of the arbitration and granting BBC's application for a stay of proceedings. (Paragraph 70)

Article 3(8) is not engaged.

Therefore, the Full Court did not err in dismissing Carmichael's application to restrain the conduct of the arbitration and granting BBC's application for a stay of proceedings.

Final Conclusion:

If the Full Court did not err in dismissing Carmichael's application and granting BBC's application, then the appeal should be dismissed. (Paragraph 71)

The Full Court did not err in dismissing Carmichael's application and granting BBC's application. Therefore, the appeal is dismissed.

This chain of arguments leads to the final conclusion and disposition of the case, which is that the appeal is dismissed, as stated in paragraph 71 of the judgment.