

SHIPPING & TRANSPORT

March, 2015

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| 1. | <p>Cyprus - contributed by Andreas Neocleous & Co LLC</p> <p>Cyprus accepts wreck removal certificates issued under Nairobi Convention</p> <p>Cyprus has yet to ratify the Nairobi International Convention on the Removal of Wrecks. As a result, the Department of Merchant Shipping will not issue the necessary wreck removal certificates, but it has indicated that it will accept certificates issued by countries that have already ratified the convention to avoid any disruption in the operation and insurance cover of ships flying the Cypriot flag.</p> <p>Author: Vasileios Psyrras</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7N7R6QB</p> |
| 2. | <p>Finland - contributed by Hammarström Puhakka Partners, Attorneys Ltd</p> <p>Court finds pilferage took place during carrier's liability period</p> <p>In a recent case, a shipper stowed, loaded and sealed a container, but when it was opened at the final destination, it was observed that one-third of the declared goods had disappeared. Closed-circuit television footage was unable to show whether the container had been sealed at the loading port's gate. The appeal court found that the pilferage had taken place during the carrier's liability period.</p> <p>Authors: Matti Komonen, Herman Ljungberg</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7N7R6QP</p> |
| 3. | <p>Malaysia - contributed by Shearn Delamore & Co</p> <p>Court rules on liability for ruptured pipeline</p> <p>The Admiralty Court recently ruled on the liability of a shipowner in a case involving a</p> |

	<p>ruptured oil pipeline. The court found that the defendant shipowner had failed to discharge its burden to establish that the damages were not caused by its actual fault or privity and that, on a balance of probability, it was liable to the plaintiff for negligence.</p> <p>Author: Rajasingam Gothandapani</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7N7R6R4</p>
<p>4.</p>	<p>Netherlands - contributed by AKD</p> <p>SOLAS amendments on containerised cargo will impact terminal operators</p> <p>Changes to the International Convention for the Safety of Life at Sea relating to the verified weight of containers and their cargo could have serious implications for terminal operators. If the gross mass of containers is not verified by the shipper, the terminal operator must not load containers on board a ship. This could result in terminal operators incurring substantial costs.</p> <p>Author: Stefanie Roose</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7N7R6RA</p>
<p>5.</p>	<p>Malta - contributed by Fenech & Fenech Advocates</p> <p>Court-approved private sales</p> <p>In 2006 the Organisation and Civil Procedure Code was radically overhauled in relation to the provisions governing Maltese enforcement mechanisms, among other things. The changes to enforcement mechanisms included the introduction of court-approved private sales, under which mortgagees can source private buyers at the highest possible agreed price and, on court approval, sell vessels free and unencumbered.</p> <p>Author: Ann Fenech</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7N61U0S</p>
<p>6.</p>	<p>Nigeria - contributed by Akabogu & Associates</p> <p>Constitutional amendment alters jurisdiction over maritime labour claims</p> <p>A 2010 amendment to the Constitution conferred exclusive jurisdiction in respect of all labour-related matters on the National Industrial Court, to the exclusion of all other courts of coordinate jurisdiction (the state and federal high courts). This has raised</p>

pertinent legal issues in relation to admiralty proceedings, which are exclusive to the Federal High Court in Nigeria.

Author: [Nwabueze Anachebe](#)

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