

## SHIPPING

May, 2014

<b>1</b>	<p><b>Chile</b> - contributed by <b>JJR Abogados</b></p> <p><b><a href="#">Court confirms arbitral tribunals' competence in maritime disputes</a></b></p> <p>Article 1203 of the Commerce Code establishes that maritime disputes must be resolved through arbitral proceedings. However, some parties seek to override this mandatory provision. The Valparaiso Court of Appeal recently confirmed that shipping disputes must go through arbitration and held that an ordinary court had no competence to hear a shipping dispute.</p> <p>Author: <a href="#">Ricardo Rozas</a></p> <p><a href="#">Read more</a> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7LB5NHS">http://www.internationallawoffice.com/?i=55592&amp;l=7LB5NHS</a></p>
<b>2</b>	<p><b>Denmark</b> - contributed by <b>Birch Windahl</b></p> <p><b><a href="#">Strict liability for shipper of undeclared perfumes under CMR</a></b></p> <p>A recent Maritime and Commercial Court decision held that a sender of cargo is liable without fault in relation to the carrier for losses arising from inaccurate information about the cargo. Thus, a sender cannot avoid liability even if it was unaware that a third party had included undeclared goods within the consignment.</p> <p>Author: <a href="#">Jesper Windahl</a></p> <p><a href="#">Read more</a> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7LB5NJ7">http://www.internationallawoffice.com/?i=55592&amp;l=7LB5NJ7</a></p>
<b>3</b>	<p><b>New Zealand</b> - contributed by <b>Wilson Harle</b></p> <p><b><a href="#">'Gardening Club' finally pruned: freight forwarding cartel and agreed penalty settlements</a></b></p> <p>The last participant in an international freight forwarders' price-fixing cartel has finally been dealt with by the High Court in a case that confirms New Zealand's approach towards negotiated settlements and agreed penalties in these quasi-criminal prosecutions brought by a regulator. New Zealand courts remain quite content to endorse this type of 'plea bargaining' approach, despite recent Australian trends questioning it.</p> <p>Authors: <a href="#">Felicity Monteiro</a>, <a href="#">Gary Hughes</a></p>

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4	<p><b>Philippines</b> - contributed by <b>Del Rosario &amp; Del Rosario law Offices</b>  <a href="#"><u>Supreme Court denies claim as seafarer failed to observe three-day rule</u></a></p> <p>The Supreme Court has denied a seafarer's claim for disability benefits as the seafarer failed to submit himself to a post-employment medical examination within three working days of his arrival in the Philippines. The seafarer admitted that he had had his medical examination more than a month after his arrival and failed to prove that he had suffered any illness during the term of his employment.</p> <p>Author: <a href="#"><u>Ruben T Del Rosario</u></a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7LB5NK9">http://www.internationallawoffice.com/?i=55592&amp;l=7LB5NK9</a></p>
5	<p><b>Denmark</b> - contributed by <b>Birch Windahl</b>  <a href="#"><u>Carrier under multimodal transport contract liable under the Hague-Visby Rules</u></a></p> <p>The Maritime and Commercial Court recently found that a carrier's liability should be decided on the basis of the NSAB 2000, including the network clause. The decision is a clear example of the application of a network liability principle under Danish law. The application of the Hague-Visby Rules means that these rules have mandatory application in case of damage to carriage of goods by sea and in ports.</p> <p>Author: <a href="#"><u>Jesper Windahl</u></a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7LCTLRQ">http://www.internationallawoffice.com/?i=55592&amp;l=7LCTLRQ</a></p>
6	<p><b>Malaysia</b> - contributed by <b>Shearn Delamore &amp; Co</b>  <a href="#"><u>Convention on Limitation of Liability for Maritime Claims in force</u></a></p> <p>On March 1 2014 the Convention on the Limitation of Liability For Maritime Claims 1976, as amended by the 1996 Protocol to Amend the Convention on Limitation of Liability for Maritime Claims 1976, came into force in Malaysia. Prior to this, the 1957 International Convention on the Limitation of the Liability of Owners of Seagoing Ships was in force.</p> <p>Author: <a href="#"><u>Rajasingam Gothandapani</u></a></p> <p><b>Read more</b> <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7LCTLRW">http://www.internationallawoffice.com/?i=55592&amp;l=7LCTLRW</a></p>