

## LITIGATION

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### Argentina

#### Applying for the benefit of litigation without costs

Argentine law provides for litigation without costs in both civil and commercial proceedings. This process allows plaintiffs that lack financial resources access to the courts. If a plaintiff is not granted litigation without costs, the rule is that the losing party pays. However, what is the situation if a plaintiff loses in court, but has been granted litigation without costs?

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### Cyprus

	<p><b>Lawyers' limited company: recourse under Article 146 of the Constitution</b></p> <p>The Supreme Court was presented with a petition by a firm of lawyers incorporated as a lawyers' limited company following refusal by the registrar of companies to register a subsidiary company providing escrow services. The court ruled that a lawyers' limited company may provide advice or other services ancillary or related to the services provided by an individual lawyer, whether personally or as a trustee.</p> <p><b>Author: Marina Joud</b></p> <p>(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JME">http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JME</a>)</p>
5	<p><b>Italy</b></p> <p><b>Supreme Court upholds jurisdiction clause in West Tankers dispute</b></p> <p>The Supreme Court has upheld the validity of the jurisdiction clause contained in a letter of undertaking. The decision is the latest installment in the Italian side of the long-running dispute between the insurers of the charterers of the vessel Front Comor and its owners, West Tankers. It further confirms the trend followed by Italian courts in favour of the validity of choice of jurisdiction clauses.</p> <p><b>Author: Claudio Perrella</b></p> <p>(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JML">http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JML</a>)</p>
6	<p><b>New Zealand</b></p> <p><b>Supreme Court examines interplay of contractual and tortious liability</b></p> <p>A recent Supreme Court decision addressed the interplay of contractual and tortious liability in New Zealand, as well as the appropriate measure of damages for breach of contract. The decision shows that courts will not readily excuse parties whose negligence induces entry into a contract, even a public body such as a district council.</p> <p><b>Authors: Allison Ferguson, Janna McGuigan</b></p> <p>(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JMS">http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JMS</a>)</p>
7	<p><b>United Kingdom</b></p> <p><b>When does 'unless' mean 'unless'?</b></p> <p>The High Court recently granted claimants relief from sanction for failing to comply with an 'unless' order involving disclosure. The judge based his decision on the balance of prejudice that would be caused in striking out the claim. The judge's decision was surprising, considering that he had referred to Lord Justice Jackson's comment that indulgence should not be granted to litigants which breach unless orders.</p> <p><b>Author: Rebecca Birkby</b></p> <p>(Read article <a href="http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JN1">http://www.internationallawoffice.com/?i=55592&amp;l=7HK3JN1</a>)</p>
8	<p><b>USA</b></p> <p><b>Arbitration at the Supreme Court (2011 to 2012 term)</b></p>

The Supreme Court took time out from its momentous work deciding the fate of the healthcare law and Arizona's immigration enforcement statute to issue one regular opinion and two *per curiam* opinions on arbitration during its 2011 term (October 2011 to June 2012). The Supreme Court's sole regular opinion on arbitration this year was rendered in *Compucredit v Greenwood*.

**Author: Sherman W Kahn**

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