

## SHIPPING & TRANSPORT

### Belgium

#### Supreme Court clarifies lien rights of carriers

In a keenly awaited decision the Supreme Court recently determined whether the Ghent Court of Appeal had applied statute correctly in refusing the benefits of a lien (ie, a right of retention) exercised by a sea carrier in respect of trailers that belonged to a party other than the debtor.

**Author:** André Kegels

(Read article <http://www.internationallawoffice.com/?i=55592&l=7FYDF02>)

### Netherlands

#### Attaching maritime assets in insolvency

Rather exceptionally, the Netherlands allows a mortgagee to enforce mortgages even if the debtor is insolvent. This is of particular significance for the maritime industry given the large number of reported bankruptcies and voluntary liquidations involving shipping companies and the banks. The

attachment of assets can be a complex business in the shipping industry.

**Author: Haco Van der Houven van Oordt**

(Read article <http://www.internationallawoffice.com/?i=55592&l=7FYDF0E>)

## **Philippines**

### **Seafarer forfeits right to claim for compensation by reporting to wrong doctor**

A seafarer was repatriated due to chest pains and reported to his own physician within two days. However, he did not report to the company-designated physician within three days, as is required by the Philippines Overseas Employment Administration Standard Employment Contract. The Supreme Court therefore held that he had forfeited his right to claim for compensation by failing to comply with the terms of his contract.

**Author: Ruben T Del Rosario**

(Read article <http://www.internationallawoffice.com/?i=55592&l=7FYDF0L>)

## **Brazil**

### **Congress approves renewal of AFRMM exemption for northern regions**

The Senate has once again renewed the exemption on the Freight Surcharge for the Renovation of the Merchant Marine Fleet for the carriage by coastal and inland navigation of goods that originated from or were destined for ports located in the north or northeastern regions of Brazil. The bill has been forwarded to the president for his approval.

**Author: Godofredo Mendes Vianna**

(Read article <http://www.internationallawoffice.com/?i=55592&l=7FZ3QN7>)

## **Brazil**

### **Directorate alters the rules for seafarers**

The Coast and Ports Directorate recently published Ordinance 185/DPC amending the provisions of NORMAN-13. Under the ordinance, any professional who has passed the Admission Special Course for First Assistant Engineers as of 2002 may now carry out inland navigation in the capacity of chief engineer on a vessel of any power capacity. The rules for calculating the time on board have also been altered.

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(Read article <http://www.internationallawoffice.com/?i=55592&l=7G0E1G6>)

## **United Kingdom**

### **Sunshine breaks through for Rainy Sky**

The Supreme Court recently ruled in favour of the buyers of six Korean newbuildings, Rainy Sky SA and five other entities, reversing the Court of Appeal's decision which rejected their claim under refund guarantees. The decision represents a victory for commercial common sense over the strict legal interpretation of the language used in guarantees.

**Authors:** **Rob Jardine-Brown, Yannis Litinas**

(Read article <http://www.internationallawoffice.com/?i=55592&l=7G0E1GT>)

### **Germany**

#### **Fire aboard the Adriyatik: appeal courts disagree over liability regime**

In February 2008 the roll-on, roll-off vessel Adriyatik caught fire as it sailed from Turkey to Italy, destroying about 200 trucks. Since then, several courts in Germany have considered the liability of Turkish carriers under the Convention on Contracts for the International Carriage of Goods by Road (CMR). This update considers recent developments in the various cases, particularly with regard to the question of whether the English or French version of the CMR should apply.

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(Read article <http://www.internationallawoffice.com/?i=55592&l=7FZRASG>)

### **AVIATION**

#### **United Kingdom**

#### **Court of Appeal rules on termination of aircraft purchase agreement**

A recent case underscores the importance for a potential aircraft purchaser of carefully scrutinising the terms of a purchase agreement into which it may seek to enter, as well as the need to focus on the purchaser's right to terminate the agreement if the manufacturer is late in tendering the aircraft for final inspection.

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(Read article <http://www.internationallawoffice.com/?i=55592&l=7FYDF32>)

#### **Israel**

#### **Court confirms that local law cannot exceed two-year limitation period**

In a recent decision the Petah Tikva District Court considered the interpretation of Articles 29(1) and 29(2) of the Warsaw Convention in Israel. A subrogation claim had been filed by the National Insurance Institute against an aircraft carrier. The district court declined the motion and held that

the two-year limitation period set by the convention is an absolute provision which may not be extended by the provisions of local law.

**Authors: Peggy Sharon, Keren Marco**

(Read article <http://www.internationallawoffice.com/?i=55592&l=7FZ3QMS>)

## **Canada**

### **Particulars in aviation product liability cases**

In a recent product liability case defendant Airborne Aero Engines Ltd brought a motion to the Superior Court of British Columbia seeking particulars as to allegations made against it, claiming that these were overly broad as pleaded. The plaintiff argued that, for several reasons, it was too early to provide the requested level of specificity. The judge accepted the plaintiff's arguments, with one exception.

**Author: Carlos P Martins**

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