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The International Comparative Legal Guide to:

Shipping Law 2019

7th Edition

A practical cross-border insight into shipping law

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Country Question and Answer Chapters:

EDITORIAL

Welcome to the seventh edition of *The International Comparative Legal Guide to: Shipping Law*.

This guide provides corporate counsel and international practitioners with a comprehensive worldwide legal analysis of shipping laws and regulations.

It is divided into two main sections:

Seven general chapters, which explore topical issues affecting shipping law from a cross-border perspective.

Country question and answer chapters. These provide a broad overview of common issues in shipping laws and regulations in 44 jurisdictions.

All chapters are written by leading shipping lawyers and industry specialists, and we are extremely grateful for their excellent contributions.

Special thanks are reserved for the contributing editor Andrew Bicknell of Clyde & Co LLP for his invaluable assistance.

Global Legal Group hopes that you find this guide practical and interesting.

The *International Comparative Legal Guide* series is also available online at www.iclg.com.

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1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) Collision

Collisions in South Africa are regulated by section 255 of the South African Merchant Shipping Act, 57 of 1951 ("MSA"). This section in effect incorporates aspects of the 1910 Brussels Collision Convention. In broad terms, it provides that liability shall be in proportion to the degree in which the respective ships were at fault, and where this is not possible, fault shall be apportioned equally. In addition, and to the extent that it does not conflict with the MSA, the Apportionment of Damages Act, 34 of 1956 applies, most notably in relation to matters involving a ship and a fixed or floating object. As regards the determination of liability, the Collision Regulations will provide guidance in this regard. Curiously, and due to the provisions of section 6 of the Admiralty Jurisdiction Regulation Act No.105 of 1983 ("AJRA"), in interpreting the Collision Regulations, our courts will have regard to English cases dealing with this aspect. In certain instances, our courts may apply the law of the place of the collision; and where that is the high seas, this will be the law of the flag of the vessels, and if that is not possible or contradictory, then it will assume that the proper law is the law of South Africa (hereinafter referred to as "SA"). In terms of section 344(1) of the MSA, collision claims are prescribed within a period of two years from the date when the damage or loss or injury was caused. This may be extended by application to court on good cause shown.

(ii) Pollution

The Marine Pollution (Control and Civil Liability) Act No.6 of 1981 ("MPA") regulates pollution from ships, tankers and offshore installations (see below). The MPA is to be read in conjunction with the Merchant Shipping (Civil Liability Convention) Act ("Civil Liability Act"), the latter giving full force and effect to the 1992 Convention on Civil Liability for Oil Pollution Damage.

The Convention for the International Fund for Oil Pollution Damage applies by virtue of the Merchant Shipping (International Oil Pollution Compensation Fund) Act ("the Fund Act"). Contributions in terms of the Fund Act are regulated by the Merchant Shipping (International Oil Pollution Compensation Fund) Contributions Act ("Contributions Act"), and the Merchant Shipping (International Oil Pollution Compensation Fund) Administration Act. In terms of the Contributions Act, a levy is imposed on any person who, during a tax year period, receives in excess of 150,000 metric tonnes of "contributing oil" (as defined).

Separately, the International Convention for the Prevention of Pollution from Ships, 1973 ("MARPOL") also applies.

In terms of the MPA, any discharge of oil from a ship, tanker or offshore installation within 12 miles of the SA coast is an offence, unless it can be shown the discharge was due to certain exceptions, which mirror those found in the Civil Liability Convention.

Where the owner is found to be in breach, apart from the criminal penalty that can be imposed by the Courts, he will be liable not only for any loss or damage caused in SA resulting from the discharge of oil (by the State or any third party), but also for the costs and measures taken for the purposes of reducing the loss or damage or to prevent such loss or damage. The general limitations of liability of the Civil Liability Act apply.

The Bunker Convention has not as yet been adopted or given the force of law. The Conventions on the Territorial Sea and Contiguous Zone, the Continental Shelf, High Seas in case of Oil Pollution Casualties, Dumping of Waste and Intervention Conventions, do apply.

(iii) Salvage / general average

The Wreck and Salvage Act No.94 of 1996 ("WSA") regulates the law of salvage in South Africa. The WSA incorporates the 1989 Salvage Convention in its entirety.

A salvage claim is a maritime claim as defined in terms of section 1(1)(k) of AJRA. In terms of AJRA, an SA court exercising its admiralty jurisdiction is vested with jurisdiction to hear and determine any claim for salvage, including salvage relating to any aircraft and the sharing or apportionment of salvage and any right in respect of property salved or which would, but for the negligence or default of the salvor or a person who attempted to salve it, have been salved. This also includes claims in respect of ships, cargo and goods found on land.

A salvage claim is one that gives rise to a maritime lien and would entitle a salvor to enforce such a lien, in the absence of satisfactory security, against the maritime property salved. A claim for salvage may be enforced either by way of an action *in rem* or an action *in personam*.

(iv) Wreck removal

In terms of the WSA, a wreck includes any, "flotsam, jetsam, lagan or derelict, any portion of a ship or aircraft lost, abandoned, stranded or in distress, any portion of the cargo, stores or equipment of any such ship or aircraft and any portion of the personal property on board such ship or aircraft when it was lost, abandoned, stranded or in distress".

Section 18 of the WSA provides that when a ship is wrecked, stranded or in distress, the South African Maritime Safety Authority

("SAMSA") may direct the master or owner of such ship, or both such master and such owner, either orally or in writing, to move such ship to a place specified by SAMSA or to perform such acts in respect of such ship as may be specified by SAMSA. In addition, SAMSA may also cause any wreck or any wrecked, stranded or abandoned ship or any part thereof to be raised, removed or destroyed or dealt with in such a manner as it may deem fit, if it has not been able to contact the master or the owner of the said wreck, ship or part thereof.

If the master or owner fails to comply with SAMSA's directive, then SAMSA may cause such an act to be performed and claim the cost of performing such an act from the shipowner, or in the case of an abandoned wreck or ship, from the person who was the owner thereof at the time of the abandonment.

It should be noted that wreck removal costs do not fall within any provisions for limitation of liability, whether specific or global.

South Africa has acceded to but not yet implemented the Wreck Removal (Nairobi) Convention.

In addition, the National Ports Act 12 of 2005 (in section 74) provides the port authority with wide powers in relation to the removal of a wreck within port limits.

(v) Limitation of liability

SA is not party to any Limitation Conventions. Limitation is, however, regulated by, *inter alia*, section 261 of the MSA, which, while not making it applicable *per se*, follows the 1957 Limitation Convention regime (including the onus of proving a lack of personal fault or privity on the part of the owner or charterer). The MSA provides that the owner or charterer of a ship, whether registered in SA or not, shall not be liable for damages in excess of certain amounts in respect of personal injury, loss of life or damage to property if that loss or damage was caused without his fault or privity. The provisions of the MSA apply to any kind of vessel used in navigation by water, however it is propelled or moved. Liability is assessed according to the tonnage of the ship, damaged or undamaged and Special Drawing Rights ("SDR") are used as the unit of account.

Section 261 of the MSA distinguishes between three categories which are limited per gross registered tonne ("GRT") as follows:

1. Damages for loss of life or personal injury where there is no damage to property; such claims are limited to the Rand equivalent of 206.67 SDR per GRT.
2. Damages incurred for loss of or damage to property where there is no personal injury or loss of life; such claims are limited to the Rand equivalent of 66.67 SDR per GRT.
3. Damages for both loss of life and property – such claims are limited to 206.67 SDR per GRT, provided that in this case claims for personal injury and loss of life have priority to the extent of an aggregate amount of 140 SDR per GRT and, insofar as the balance of the limitation fund is concerned, claims for injury and loss of life rank equally with the claims for loss of and damage to property.

(vi) The limitation fund

It is not necessary to establish a limitation fund or to commence litigation for limitation to apply. A shipowner/charterer may plead limitation by way of a defence to a claim, either alone or in the alternative to a general or specific demand as to primary liability on the merits. They can also apply to court under AJRA for a declaratory order that they are entitled to limit their liability but will bear the onus of establishing such entitlement. One can only apply for limitation, however, in circumstances where substantive proceedings have been instituted in South Africa.

1.2 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

SAMSA is empowered by the MSA to hold preliminary and full enquiries following shipping casualties in certain circumstances.

The investigating officer has general powers, which include, *inter alia*, the power to board any ship in South African waters, inspect the vessel, equipment or documents, interrogate the crew, summon any person who may be able to assist in the enquiry to be interrogated or produce books and/or documents, as the case may be. Failure to co-operate may result in a penal sanction being imposed either by way of a fine or imprisonment. The same sanctions will apply to any person/s who obstructs any enquiry. At the conclusion of a preliminary enquiry, the investigating officer will compile a report to the relevant government official and a decision is then taken as to whether to pursue the matter any further or prosecute or abandon investigations.

A Court of Marine Enquiry ("CME") can be constituted in terms of the MSA and is empowered to hold a full, formal investigation into shipping casualties. It may be held at any time, irrespective of whether a preliminary enquiry has been held or not but will always be subject to ministerial discretion. The predominant purpose of the CME is to enquire into the cause(s) of a particular maritime casualty, return with a finding as to how the casualty occurred and to make recommendations where deemed necessary or appropriate which would be aimed at preventing a similar occurrence. Punitive measures will be applied by the court against any party whom it identifies as having acted in such a way to have caused or contributed to a particular casualty. Its punitive powers relate only to the ship's masters and officers of vessels registered or licensed in SA or which are registered in countries other than SA if they are wholly engaged in trading between ports in SA.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

The SA Carriage of Goods by Sea Act No.1 of 1986 ("COGSA") incorporates the provisions of the Hague-Visby Rules ("HVR") into SA law and makes the HVR applicable in relation to and in connection with:

- the carriage of goods by sea on ships where the port of shipment is a port in SA, irrespective of whether or not the carriage is between ports in two different States within the meaning of Article X of the HVR;
- any bill of lading if the contract contained in or evidenced by it expressly provides that the HVR shall govern the contract;
- any receipt which is a non-negotiable document marked as such if the contract evidenced by it is a contract for the carriage of goods by sea and which expressly provides that the HVR are to govern the contract as if the receipt were a bill of lading, but subject to any necessary modifications; and
- deck cargo or live animals.

Our courts will exercise jurisdiction notwithstanding any exclusive jurisdiction clause in a bill of lading which purports to oust our court's jurisdiction, where suit is brought by a person carrying on business in SA and the consignee under, or the holder of any transport document for the carriage of goods to a destination in SA.

2.2 What are the key principles applicable to cargo claims brought against the carrier?

In terms of Article IV Rule 5 of the HVR, a carrier would be entitled to limit its liability in respect of any cargo claims brought against it. The upper limit being 666.67 SDR per package or 2 SDR per kilogram of gross weight of the goods damaged or lost. This presupposes that the nature and value of the goods have not been declared by the shipper prior to loading and inserted into the bill of lading.

It is also worth noting that while a carrier is entitled to rely upon the limitation under COGSA when faced with a cargo claim, it may also invoke the limitation provided for under the MSA.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

The obligation of the carrier to issue the shipper with a comprehensive bill of lading as provided for in Article III Rule 3 of the HVR is to a large extent dependent upon the shipper's reciprocal obligation to provide the carrier with accurate details of the cargo by, *inter alia*, identifying the marks, number and weight of cargo clearly and legibly.

By virtue of Article III Rule 5, the shipper is deemed to have guaranteed the accuracy of the information provided to the carrier and consequently the carrier can call upon the shipper to indemnify it against all loss, damage and expenses arising or resulting from inaccuracies resulting from misdescription.

The Sea Transport Documents Act 65 of 2000 also has important provisions regarding the obligations and liability of the shipper and transferor of a negotiable sea transport document.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

SA is not a party to the Athens Convention (Convention Relating to the Carriage of Passengers and their Luggage by Sea). As such, the carrier's liability is normally determined by contract (generally by the Booking and Passenger Ticket terms and conditions, but subject to the limitations imposed by local consumer legislation such as the Consumer Protection Act No.68 of 2008).

Nevertheless, in many instances the Athens Convention and its limitation provisions (and prohibitions) are very often incorporated and made applicable to the contract by the conditions themselves.

A claim by a passenger (or a crew member), for collisions, sinking, loss or damage to baggage or personal effects, or any other claim related to the vessel or the carriage on her, are all maritime claims as defined in AJRA and can be brought and enforced before and by the SA court in the exercise of its admiralty jurisdiction, including the arrest *in rem* or attachment *in personam* of the ship or other assets of the carrier.

Such claims are subject to limitation in accordance with the provisions of the MSA.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

There are two means of obtaining security for a maritime claim. Firstly, one can commence substantive proceedings in SA either through an *in rem* arrest of a vessel or, in certain circumstances, an attachment of a vessel. In respect of the former, security is limited to the value of the vessel, whereas in respect of the latter security must be established to the full value of the claim.

Secondly, where substantive proceedings are being pursued elsewhere (or where substantive proceedings are contemplated or have been commenced in SA), AJRA, through the provisions of section 5(3), permits the arrest of any property to obtain security for such proceedings. An arrest in terms of section 5(3) requires a formal application to the court before a judge in which the claimant must establish the following:

1. that he has a maritime claim as defined by AJRA and that such a claim is enforceable in SA;
2. that he has a *prima facie* case with reasonable prospects of success in the substantive proceedings;
3. that the property to be arrested (which would include associated ships) is susceptible to arrest; and
4. that he has a genuine and reasonable need for security. In this regard, he would need to establish that he has a genuine and reasonable apprehension that if proceedings are successful, his claim will not be met.

An arrest can be affected against the vessel in respect of which the claim lies, or, in certain circumstances, an associated ship. Association exists where there is common ownership and/or control exercised over the "guilty" vessel at the time the claim arose, and the associated ship at the time of the arrest.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

It is only possible for a contractual supplier to arrest the vessel in circumstances where it can establish an *in personam* claim against the vessel owner to which the bunkers were supplied. SA does not recognise a maritime lien for the supply of bunkers.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

A claim arising from contracts for the sale and purchase of a ship is a maritime claim as defined in AJRA. A claim by the seller can be enforced through the arrest of the ship concerned, and by the purchaser through the arrest of an associated ship.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

There are a number of options available to a claimant. If in possession of property to which the claim relates (e.g. cargo), a lien may be exercised over that property. If one has a claim against maritime property (ship, bunkers, cargo, freight and containers) and

that claim relates to the property in question, one may arrest that property *in rem*. If one has an *in personam* claim, one may attach any property of the debtor to found or confirm the court's jurisdiction and commence substantive proceedings. As referred to in question 4.1 above, it is also competent to arrest any property of the debtor as security for proceedings commenced or to be commenced either in SA or elsewhere.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking.

A first-class South African bank guarantee or a letter of undertaking from a Protection & Indemnity ("P&I") Club is acceptable security. While the Admiralty Rules envisage cash being paid to the Registrar of the Court to be held as security, this seldom happens. In practice, P&I Club letters of undertaking, particularly from P&I Clubs that are members of the International Group, are usually accepted by claimants' lawyers.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

Section 5(5) of AJRA provides a mechanism for the preservation of evidence, including: physical, documentary; and in certain circumstances, witness evidence. The provision applies to both proceedings which are contemplated and those commenced. Relief under this provision can be obtained for proceedings abroad in "exceptional circumstances", although in practice, and particularly when one is dealing with a casualty, it is accepted that exceptional circumstances would exist.

The usual practice is for relevant documentary evidence within the court's jurisdiction to be retained by the vessel owner's legal representatives on the basis that it will be disclosed to relevant parties by agreement, or pursuant to a competent court order or arbitral award, as the case may be. Access to physical property, such as the vessel or cargo, is usually permitted under supervision. Any physical evidence which needs to be preserved will also be retained within the court's jurisdiction on the same basis as documentary evidence. The court may order the taking of oral evidence in certain circumstances by way of evidence on commission. Usually access to both documentary and physical evidence is readily agreed; access to witnesses is usually more contentious. Failing agreement between the parties, a formal court application would have to be brought.

5.2 What are the general disclosure obligations in court proceedings?

The general disclosure obligations in court proceedings are regulated by Uniform Rule 35. In terms of this Rule, a party to an action may require the other party, by notice in writing, to make a discovery on oath of all documents and tape recordings relating to any matter in question in such action which is or has at any time been in the possession or control of such other party. This notice may only be issued after the close of pleadings.

The notice to discover results in the delivery of a discovery affidavit which contains a comprehensive list of all documents – relevant to either party's case – which the opposing party declares to be in his possession.

On receipt of the discovery affidavit, a party is entitled to either call for the inspection of certain documents described in the affidavit, request the opposing party to specify which documents or tape recordings they intend to use at trial or produce the original of a discovered document at trial.

It should be noted that under the SA procedure, no witness statements have to be disclosed prior to or during the trial, as long as they were taken and noted in contemplation of litigation (so they retain privilege), nor are such statements exchanged prior to the hearing. Only expert witness evidence has to be summarised prior to trial (but even then their statements themselves do not have to be disclosed or exchanged, although they very often are).

In addition, where substantive proceedings have been commenced in SA, Admiralty Rule 14(3) provides a mechanism for early discovery (disclosure) of certain relevant documents and permits a party to request certain particulars.

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution.

(i) The law and practice of admiralty in SA is regulated by AJRA. Only the High Court of SA is able to exercise admiralty jurisdiction. The High Court has jurisdiction to hear and determine any maritime claim irrespective of the place where it arose, the place of registration of the ship concerned or of the residence, domicile or nationality of its owner. There are no specialised commercial or maritime courts.

Once substantive proceedings have been commenced, the parties exchange pleadings through which the factual issues in dispute are placed before the court. Generally, and where there is compliance with the court rules and no interlocutory proceedings are brought, pleadings are closed within about three months (depending on how many pleadings are filed). Thereafter, the time for commencement of and completion of legal proceedings (or arbitration/ADR) differs considerably between the different geographic divisions of the High Court, depending on the state of their awaiting trial rolls, which of itself fluctuates. It also depends on the complexity of the matter, what factual issues are placed in dispute to be proved by evidence in person by witnesses – and therefore how many days need to be allocated for the trial hearing. The fewer number of days, the shorter the waiting period for the allocation of a hearing date. On average, proceedings may take at least a couple of years from inception to being heard in the High Court. In certain circumstances, on the basis of urgency, one can approach the court for an expedited hearing date.

In admiralty, certain matters are brought by application proceedings (such as security arrests and applications to set aside arrests). These proceedings are dealt with by way of an exchange of affidavits, to which supporting documents must be attached. The period of completion is generally shorter than action proceedings, particularly where urgency can be properly motivated.

(ii) In terms of section 5(2)(e) of AJRA, a court is empowered in the exercise of its admiralty jurisdiction to order that any matter pending or arising in proceedings before it be referred to an arbitrator or referee for a decision or report for the appointment, remuneration and powers of the arbitrator or referee and for the giving of effect to his decision or report.

There is, however, no permanent generally recognised arbitration panel or tribunal for admiralty or maritime matters, albeit that an informal group of recognised maritime lawyers and retired judges exists from whose ranks arbitrators or referees can and are frequently appointed.

(iii) There is no statutory requirement for mediation or ADR before court proceedings are commenced.

Because arbitration, mediation and ADR are to a large extent self-regulated, the timescale is much shorter.

6.2 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

AJRA provides a wide range of powers to our courts to assist maritime claimants. Generally, the courts do take cognisance of the exigency of admiralty claims, but there is no guarantee that a matter will be heard on an expedited basis, nor that one will be allocated a judge with admiralty experience. Arbitration may in certain circumstances be the more attractive option, particularly if one seeks an expeditious resolution to the matter before an experienced tribunal.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

The definition of an admiralty claim in terms of AJRA includes any claim arising out of or relating to any judgment or arbitration award relating to a maritime claim, whether given or made in the Republic or elsewhere.

The Enforcement of Foreign Civil Judgments Act No.32 of 1988 (based on a recognition of the Convention) provides for certified judgments of certain designated countries to be registered by a relatively simple procedure in SA and thereupon to have the full force of the law as if it was a judgment of a local court seeking execution.

However, the Minister of Justice has neglected to "designate" any countries other than our immediate neighbouring countries in Africa, and as such, the provisions of the Act are in effect of little use in international maritime litigation or disputes.

It is possible to have judgments from non-designated countries recognised in SA by way of a substantive application to court. The enforcement of a judgment against a foreigner would require an attachment of the judgment debtor's property in order to establish jurisdiction.

However, as the judgment of a foreign court with regard to a maritime claim is in itself a separate and distinct "maritime claim", as defined in AJRA, it can be enforced under the terms of AJRA. In view of this, it is seldom, if ever, that the provisions of the Foreign Judgments Act are relied upon in the enforcement of foreign maritime claims.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

SA has given effect to UNCITRAL's Model Law on International Arbitration in enacting the International Arbitration Act 15 of 2017, which commenced on 20 December 2017. This Act provides for a simple procedure for the recognition and enforcement of arbitration agreements and foreign arbitral awards.

An arbitration award also constitutes, in and of itself, a maritime claim, and can be enforced under the terms of AJRA as in the case of a foreign judgment referred to above.

8 Updates and Developments

8.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

In terms of the Maritime Transport Policy published in March 2017, South Africa remains committed to building a strong maritime sector to contribute to the country's economic growth.

A draft Merchant Shipping Bill has been circulated for comment, which Bill contains limitation provisions modelled on the 1976 Convention and with limits in line with the 1996 Protocol. There is no indication when this Bill may be passed in its current or amended form.

In relation to ship registration, there have been amendments to the Income Tax Act so as to exempt "international shipping companies" operating "South African ships" from, *inter alia*, income tax.

A recent decision of the Supreme Court of Appeal has finally determined that South Africa, unlike all its commonwealth counterparts, does not recognise the formation of a statutory lien through the issue of *in rem* proceedings, as was found by Brandon J (as he then was) in the decision of the Monica S.

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Edmund joined Shepstone & Wylie as an associate in 2000. He has always had an interest in maritime matters, having obtained a BSC honours degree in physical oceanography (prior to completing his LL.B.), during which time he served as a scientist on board the South African research ship, the MV Agulhas.

Ed is extensively involved in admiralty litigation encompassing both the enforcement of maritime claims in South Africa and the arrest of property to obtain security for foreign proceedings by way of associated ship arrests, the arrest of bunkers and other maritime property. Ed has an extensive commercial practice advising international traders on the shipment of various types of cargo, including specialised reefer cargo and the drawing up of specialised contracts of affreightment, as well as standard charter parties. Ed advises service providers to the oil and gas industry on issues including, *inter alia*, the supply of specialised equipment, dive support vessels, and other services.

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Pauline is a Partner in Shipping & Logistics at Shepstone & Wylie's Cape Town office. Pauline specialises in maritime law, and practices both "wet" and "dry" work relating to admiralty litigation, including the enforcement of maritime claims in South Africa, judicial sales and matters consequent to casualties (including access to and preservation of evidence).

In working with the Senior Partner heading up the department in Cape Town, she has assisted with several maritime matters, maritime casualties and matters consequent thereto such as the procuring of access for surveyors and other experts and the preservation of evidence.

Pauline is an admitted Conveyancer and a member of the Maritime Law Association of South Africa ("MLA").

Shepstone & Wylie Attorneys is a leading South African law firm with a reputation for integrity and excellence. Established in 1892, we attract some of the country's finest legal minds specialising in Corporate & Commercial Law. The dynamic team of industry specialists is thoroughly conversant with all aspects of the law and backed by vast experience and integrity.

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- Employment & Labour Law
- Enforcement of Foreign Judgments
- Environment & Climate Change Law
- Family Law
- Financial Services Disputes
- Fintech
- Franchise
- Gambling
- Insurance & Reinsurance
- International Arbitration
- Investor-State Arbitration
- Lending & Secured Finance
- Litigation & Dispute Resolution
- Merger Control
- Mergers & Acquisitions
- Mining Law
- Oil & Gas Regulation
- Outsourcing
- Patents
- Pharmaceutical Advertising
- Private Client
- Private Equity
- Product Liability
- Project Finance
- Public Investment Funds
- Public Procurement
- Real Estate
- Securitisation
- Shipping Law
- Telecoms, Media & Internet
- Trade Marks
- Vertical Agreements and Dominant Firms

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