

Attachment Proceedings for Goods Onboard an Aircraft: A Closer Look at the OHADA Law on Simplified Recovery Procedures and Measures of Execution

Atemnkeng Micheal Atemlefac^{1*}

¹Ph.D. Scholar, Department of English Private Law, Faculty of Law and Political Science, University of Dschang, Dschang, Cameroon

DOI: <https://doi.org/10.36348/sijlcj.2024.v07i10.009>

| Received: 05.09.2024 | Accepted: 10.10.2024 | Published: 25.10.2024

*Corresponding author: Atemnkeng Micheal Atemlefac

Ph.D. Scholar, Department of English Private Law, Faculty of Law and Political Science, University of Dschang, Dschang, Cameroon

Abstract

The practical application of international conventions like the Montreal Convention of 1999 and the OHADA Uniform Act of 2023 in the context of attaching goods onboard aircraft presents significant challenges. These frameworks do not explicitly address the attachment of such goods, focusing instead on liability and recovery procedures. The OHADA Uniform Act aims to simplify recovery processes but may struggle with conflicting national regulations and regional legal practices. The absence of specific legislation for attaching goods in-flight creates a critical gap, leading to uncertainty and inefficiency in enforcement. Addressing this gap in this paper requires developing targeted legal solutions that align with international standards while addressing the unique demand of air transport.

Keywords: Attachment, Proceedings, Goods, Aircraft, OHADA Law, Simplified, Recovery, Procedures, Measures, Execution.

Copyright © 2024 The Author(s): This is an open-access article distributed under the terms of the Creative Commons Attribution 4.0 International License (CC BY-NC 4.0) which permits unrestricted use, distribution, and reproduction in any medium for non-commercial use provided the original author and source are credited.

INTRODUCTION

The carriage of goods by air is a critical component of global trade and logistics, providing fast and reliable transportation across international borders. Governed by a combination of international treaties, national regulations, and industry standards, this mode of transport is essential for the timely delivery of goods, particularly perishable items and high-value products [1].

Internationally, the carriage of goods by air is primarily regulated by the Montreal Convention of 1999, which updates and consolidates the rules previously established by the Warsaw Convention. This Convention sets out the liability of airlines in cases of loss, damage, or delay of cargo and establishes uniform documentation requirements, such as the Air Waybill (AWB), which serves as a contract of carriage and a receipt for the goods [2].

National regulations also play a role in overseeing air cargo operations, ensuring compliance with international standards and addressing specific legal and logistical challenges within each jurisdiction. For instance, countries might have specific rules regarding customs procedures, security measures, and the handling of hazardous materials [3].

Key aspects of air cargo include the need for precise documentation, adherence to security protocols, and compliance with international and national regulations. Effective management of these elements helps to minimize risks and ensure that goods are transported safely and efficiently. The integration of advanced technologies, such as electronic tracking and automated handling systems, continues to enhance the efficiency and reliability of air cargo operations [4].

¹ Srivastava, A. (2020). Modern law of international trade: Comparative export trade and international harmonization. 259-266.

² Thomka-Gazdik, J. G. (1949). Analysis of certain aspects of the law of contracts relating to international carriage of goods by air. McGill University.

³ Paterson, A. R. (1954). An outline of the law on carriage by air. Canadian Bar Review, 32, 982.

⁴ Das, P. (2018). Carriage of goods by air, sea and land: A synoptic overview. Journal of Transportation Law, Logistics, and Policy, 85(1), 34-70.

Sequestration and attachment are legal procedures used to secure a creditor's claim by taking control of a debtor's property [5]. Sequestration involves placing property under the custody of a court or a designated third party to prevent its removal or disposal while legal proceedings are underway. This is typically used to ensure that assets are available to satisfy a potential judgment [6].

Attachment refers to the legal act of seizing a debtor's property to satisfy a judgment or secure a claim before a court decision is made. It usually requires a court order and involves formally taking possession of the property, which may include assets in the possession of the debtor or a third party [7].

Both procedures are crucial in protecting creditors' interests and ensuring that assets are preserved for potential recovery.

The aim of this research is to analyze the current provisions and limitations of international conventions, such as the Montreal Convention of 1999, in relation to the attachment of goods onboard aircraft. It aims to evaluate the OHADA Uniform Act of 2023, assessing its effectiveness in simplifying recovery procedures and its integration with international conventions. The study seeks to identify the challenges and discrepancies between international conventions and OHADA laws regarding the attachment of goods onboard aircraft. Additionally, it will examine the practical steps for attaching goods onboard by applying the OHADA Uniform Act on Simplified Recovery Procedures and Measures of Execution (OUASRPME). Finally, the research will develop recommendations for potential amendments or new provisions in both international and OHADA legal frameworks to address identified gaps and enhance the efficiency of attachment proceedings for goods onboard aircraft.

The Scope of Attaching Goods Onboard Aircraft, the Applicable Convention/Treaty and the Overview

Here we intent to examine what would be the scope covered by goods onboard an aircraft and which convention, treaty or law best applies for attachment proceedings. Then afterwards, we shall consider an overview of goods onboard an aircraft.

The Scope of Goods Onboard an Aircraft

The sequestration or attachment of goods onboard an aircraft under international carriage of goods by air involves several considerations influenced by the nature of the goods, their status during different stages of transit, and the applicable legal frameworks. Goods

onboard an aircraft can be categorized based on their location and status during the flight. Before takeoff, goods are generally in the custody of the airline or freight handler at the airport. They are usually covered by air waybills, which serve as a contract of carriage and a receipt for the goods. Attachment or sequestration at this stage requires a court order or an enforcement measure, and the airport authorities must be involved.

Once the aircraft is airborne, the goods are subject to the regulations and protections outlined in international conventions. The ability to attach goods while they are in-flight is complex, as the aircraft crosses different jurisdictions, and enforcement requires coordination between international and local authorities. After landing but before the goods have been unloaded, they remain under the custody of the airline. Attachment at this stage may be feasible if a court order or enforcement action is promptly obtained. The process involves liaising with customs and airport authorities to ensure that the goods are secured according to the court's order.

Goods transported across international airspace are subject to multiple jurisdictions and legal frameworks. Jurisdictional issues arise as goods in international airspace may be subject to the laws of the country where the aircraft is registered, the destination country, and any countries it flies over. This multiplicity of jurisdictions can complicate attachment proceedings, requiring coordination between legal systems and authorities.

Several international conventions provide a legal framework for the carriage of goods by air and indirectly influence sequestration and attachment procedures. The Warsaw Convention established basic principles for international carriage by air, including the liability of carriers. Although it does not directly address sequestration or attachment, it sets the foundation for liability claims, which may indirectly impact attachment actions. The Montreal Convention, which replaced the Warsaw Convention, provides more detailed provisions on carrier liability and passenger rights. It offers a clearer framework for handling claims related to air cargo, which can be relevant when seeking to attach goods.

The OHADA Uniform Act on Simplified Recovery Procedures and Measures of Execution, while primarily focused on debt recovery and enforcement within the OHADA zone, can provide guidance on simplified recovery procedures, including attachment measures. It does not specifically address goods in

⁵ Shahu, G. (2014). The sequestration. *Rev. Stiinte Juridice*, 107.

⁶ Soules, L. H. III. (1978). Attachment, sequestration, and garnishment: The 1977 rules. *Southwestern Law Journal*, 32, 753-769.

⁷ Mayhall, M. A. (1975). Executory and special proceedings: Executory process, attachment, and sequestration. *Loyola Law Review*, 22, 190-214.

international air carriage but can be applied to the extent that it harmonizes with international conventions.

If we must use the OUASRPME, to attach goods onboard an aircraft, a creditor must obtain a court order or enforcement measure. This often involves presenting evidence of the claim and obtaining an injunction to prevent the removal or release of the goods to the destination. Effective attachment requires coordination with airport and customs authorities to ensure that the goods are secured as per the court's order. The practicalities of attachment may vary depending on the location of the goods, whether pre-takeoff, in-flight, or post-landing, and the relevant legal and administrative procedures in each jurisdiction or member states.

Thus, the sequestration or attachment of goods onboard an aircraft under international carriage of goods by air is a complex process influenced by the status of the goods, the legal frameworks applicable at different stages of transit, and the need for international coordination. While international conventions like the Warsaw and Montreal Conventions provide foundational principles for liability and claims, specific attachment proceedings require adherence to local and international legal standards and effective coordination with relevant authorities [8].

To adequately explore the topic under investigation, it is very vital for us to explore the below in order to understand the practicability and applicability of the OHADA Uniform Act on Simplify Recovery Proceedings and Measures of Execution [9].

Applicable Convention/Treaty to Attachment Proceedings

Within the OHADA zone, the OHADA Uniform Act on Simplified Recovery Procedures 2023

⁸ Doh Galabe, F. (n.d.). Attachment of Real Property Under OHADA Law. Retrieved from www.google.com.

⁹ Hereinafter referred to as OUASRPME.

¹⁰ The OHADA Uniform Act on Simplified Recovery Procedures and Measures of Execution (OUASRPME) provides in Section 1, Article 1 that it governs injunctions to pay, orders for delivery or restitution procedures, as well as protective and enforcement measures. It stipulates that a creditor intending to pursue the compulsory recovery of a claim or the preservation of rights must implement only the measures and procedures specified in this Uniform Act. However, it excludes from its scope attachment covered by international conventions, particularly those concerning the attachment of ships or aircraft, specific attachment and procedures outlined in the national laws of each State Party for the collection of public debts, and protective measures provided for by other Uniform Acts.

¹¹ The scope of the Warsaw Convention encompasses the regulation of international air transport, particularly

would generally be applicable to most recovery procedures, including attachment measures, unless specifically excluded by the Act itself. As noted, the Uniform Act excludes certain areas from its scope, such as attachment covered by international conventions like those concerning ships or aircraft [10].

Since the Warsaw Convention does not address the attachment of goods onboard aircraft [11], and if such an attachment does not fall under another specific international convention, the OHADA Uniform Act on Simplified Recovery Procedures would indeed be the applicable law for recovery procedures related to goods onboard an aircraft within the OHADA zone.

The OHADA Uniform Act on Simplified Recovery Procedures is designed to streamline various recovery procedures including injunctions, orders for delivery or restitution, and enforcement measures. This Act provides a comprehensive framework for creditors pursuing the compulsory recovery of claims. According to Article 1 of the Uniform Act, it does not apply to attachment covered by international conventions, particularly those related to the attachment of ships or aircraft. It also excludes specific attachment and procedures outlined in the laws of each State Party for the collection of public debts and protective measures provided for by other Uniform Acts [12].

International conventions such as the Warsaw and Montreal Conventions primarily address the liability and responsibilities of air carriers concerning the transportation of cargo. These conventions focus on compensation for loss or damage to goods but do not provide specific guidelines for the attachment of goods onboard an aircraft. Therefore, there is a gap in regulations regarding the attachment of such cargo [13].

concerning the liability of airlines for damages due to delays, loss, or damage to cargo, as well as personal injury or death of passengers. It establishes requirements for documentation, including the Air Waybill for cargo and Passenger Tickets for travelers, and outlines procedures for claiming damages, time limits for initiating legal actions, and jurisdictions for resolving disputes. The Convention applies to international flights but excludes purely domestic flights and non-international transport, ensuring a standardized framework for international air travel and trade.

¹² Esoh Clotilde, Etoula. "The Reception of OHADA Law in Anglophone Cameroon: Appraisal and Proposals." **Uniform Law Review**, vol. 28, no. 1, 2023, pp. 114-130.

¹³ Abeyratne, R. (1988). The liability of an actual carrier in the carriage of goods by air and in multimodal transport transactions. **Air and Space Law, 13**(3), 198-210.

Given that the international conventions do not explicitly cover the attachment of goods onboard aircraft, the OHADA Uniform Act on Simplified Recovery Procedures can effectively govern such matters within the OHADA zone. The Act can provide a standardized framework for the attachment of goods within its jurisdiction in the absence of specific international regulations for this scenario.

An Overview of Goods Onboard an Aircraft

Attachment proceedings typically involve a legal process where a court orders the seizure of a debtor's assets to prevent their disposal or movement until a court's final decision is made. This process is particularly complex in international trade due to the diversity of legal systems, the mobility of goods, and the intricacies involved in cross-border enforcement. For goods in transit, such as those onboard a plane, attachment proceedings face additional challenges. The primary issue is the jurisdictional question and the practicality of enforcing a court's order on goods that are in motion and often beyond the immediate reach of the creditor or the court [14].

Significance of Goods Onboard a Plane in the Context of Attachment Goods onboard a plane represent a unique category in attachment proceedings due to their transitory nature. Air transport is one of the fastest means of moving goods internationally, making it crucial for time-sensitive transactions. The significance of attaching goods in transit by air lies in the ability to address claims quickly and prevent the movement of assets that may otherwise be removed from the reach of creditors [15].

In practice, attaching goods onboard a plane involves navigating complex logistical and legal issues. The primary concerns include determining the appropriate jurisdiction for the attachment, coordinating with aviation authorities and carriers, and ensuring that the attachment does not disrupt the broader logistics chain or violate international air transport regulations. These factors make the process of attaching goods in transit by air both legally and practically challenging,

necessitating clear and efficient legal frameworks to manage such scenarios [16].

In the context of attachment proceedings on goods onboard an aircraft, the provisions outlined in the OHADA Uniform Act on Simplified Recovery Procedures, can provide a framework for understanding how such measures could be applied [17].

The OUASRPME highlights that if a debtor does not voluntarily fulfill their obligations, a creditor has the right to attach the debtor's property to enforce compliance or to implement protective measures to safeguard their rights [18]. The creditor is empowered to choose the most effective measures to recover their claim or safeguard their rights. Nevertheless, these measures must be confined to what is essential for achieving the intended outcome. Should the measures be deemed excessive or unjustified, the court has the authority to revoke them and may also impose damages on the creditor [19].

Under the OUASRPME, the attachment of immovable property [20], can be instituted by the debtor to request a stay of execution if the property is immovable and secured by a mortgage or other preferential rights. In such instances, the court may direct that attachment be pursued first on movable property [21]. If a stay is granted, further proceedings on immovable property can only occur if the proceeds from the attachment of movable property are insufficient and with the judge's authorization. Similarly, the OUASRPME extends these principles to business assets, where the debtor can request a stay of execution if the attachment involves business assets. The court may then instruct that execution be pursued initially on other movable property, under the specified conditions [22].

In the case of goods onboard an aircraft, the application of these provisions would involve several considerations. The attachment of such goods is not explicitly covered by international conventions like the Warsaw or Montreal Conventions. Therefore, under OHADA law, creditors would follow the general

¹⁴ Das, Pallab. "Carriage of Goods by Air, Sea and Land: A Synoptic Overview." *Journal of Transportation Law, Logistics, and Policy*, vol. 85, no. 1, 2018, pp. 34-70.

¹⁵ Wong, Eugene YC, and Kev KT Ling. "A Mixed Integer Programming Approach to Air Cargo Load Planning with Multiple Aircraft Configurations and Dangerous Goods." *Proceedings of the 2020 7th International Conference on Frontiers of Industrial Engineering (ICFIE)*, 2020, pp. 123-130.

¹⁶ Whitehead Jr, GI. "Legal Liability of Owners and Operators of Aircraft in General Aviation for Damages to Third Parties." *Syracuse Law Review*, vol. 15, no. 1, 1963, pp. 1-15.

¹⁷ particularly Articles 28, 28-1, and 28-2, can be applied

¹⁸ Article 28 OUASRPME 2023.

¹⁹ According to Article 54 of the OHADA Uniform Act on Simplified Recovery Procedures, a creditor can apply to the competent court for protective measures on all tangible or intangible personal property of the debtor if there are circumstances that threaten the recovery of the debt. This provision allows for immediate action to protect goods onboard an aircraft if there is a risk of the debtor's goods being compromised. Additionally, Article 55 stipulates that such measures can be taken in cases of default on financial obligations or unpaid rents, further supporting the protection of goods onboard the aircraft if the debtor defaults.

²⁰ that can be goods onboard an aircraft

²¹ This time to goods onboard a plane.

²² Articles 28-2 and 28-2 of OUASRPME.

principles for attachment as outlined in this article. The creditor would need to ensure that the measures are necessary and not excessive, and the competent court could intervene to prevent abuse or unnecessary harm.

The process would require the creditor to follow appropriate legal procedures, including possibly seeking a court order if the attachment involves significant or sensitive assets. Since the OHADA Uniform Act allows for flexibility in the choice of measures and requires adherence to procedural limits, it can accommodate the attachment of goods onboard an aircraft within its jurisdiction, provided all conditions and legal requirements are met.

Preliminaries to Attaching Goods Onboard an Aircraft

The intent at this juncture is to point out and analyze the first things that must be considered by a creditor who intends to attach goods onboard an aircraft.

Considering the Time Factor in Execution

As already mentioned, sequestration can be applied to both tangible and intangible personal property, which includes goods onboard an aircraft, making them inalienable during the enforcement process. This ensures that the attached goods cannot be sold or transferred until the debt issue is resolved [23]. The OUASRPME reinforces this by specifying that sequestration renders the property inalienable, providing legal protection to the goods from any form of disposal [24]. To maintain the validity of the sequestration, the order must be executed within three months, or it will lapse [25]. Additionally, if sequestration is not carried out with a writ of execution, the creditor must take further legal steps within one month to ensure that the sequestration remains effective [26].

The Requirement for a Bailiff Act, Service and Notification

The process for attachment, includes a detailed report by the Bailiff or Process-server that must describe the attached goods, state that they are inalienable, and note that the debtor must disclose any previous attachments on the same property [27]. This ensures proper documentation and protection of the goods onboard the aircraft. The Act mandates that if the debtor is present during the attachment, they must be informed of the attachment details, and a copy of the report must be provided to them. If the debtor is not present, they are allowed eight days to inform the Bailiff or Process-server of any prior attachments, ensuring that all relevant information regarding the goods is considered during the attachment process [28].

In the sequestration of tangible movable property, such as goods onboard a plane, the process begins with the Bailiff or Process-server reminding the debtor of their obligation to disclose any previously attached assets. They must then prepare a detailed report, which must include a reference to the court decision or enforceable instrument that authorized the attachment. This report should list the names and addresses of both the creditor and debtor, and if applicable, the corporate details of the parties involved. A precise description of the goods attached is required, ensuring that the goods onboard are clearly identified. The report must also state that the property is inalienable, prohibiting its sale or transfer except under specific conditions. Additionally, the debtor's right to challenge the attachment and seek a discharge through the competent court must be mentioned. The report must be signed and include relevant legal provisions regarding fraudulent disposal and other related matter. When the debtor is present during the attachment, they must be verbally informed about the immovability of the seized goods and their right to request a court order to lift the attachment. They are then given a signed copy of the report as formal notice. If the debtor is not present, they must receive a copy of the report within eight days, which provides them the opportunity to share information about prior attachments and respond accordingly. This process ensures that all parties are adequately informed and that there is a clear record of the attachment procedure.

The Procedure after Preliminaries: The following steps on the procedure after preliminaries are primordial

Sequestration Act: Goods in the Custody of the Airways or the Carrier as a Third Party

When sequestration occurs on property held by a third party in this case which can be the carrier or the airway, the specific procedural rules, as outlined in Articles 107 to 110 and 112 to 114 of the Uniform Act, can be directly applicable.

Serving the Debtor First

When an attachment is carried out without the required court authorization, the attachment report must be served on the debtor within eight days, and it must include a copy of the court order or enforceable instrument, a statement of the debtor's right to seek discharge, and a reproduction of the relevant legal provisions [29]. This ensures that all procedural requirements are met and that the debtor is fully informed of their rights and obligations.

²³ Article 56 of OUASRPME.

²⁴ Article 57 of OUASRPME.

²⁵ Article 60 *ibid*

²⁶ Article 61 *ibid*

²⁷ As outlined in Article 64 of OUASRPME.

²⁸ Article 65 *ibid*

²⁹ Article 105's provisions of OUASRPME are applicable.

Proceeding To Attaching the Goods in the Custody of the Carrier/Airway

Once property is attached, it becomes inalienable, meaning it cannot be sold, transferred, or removed except under specific conditions by either the airway or. The property must be placed in the custody of the debtor or a third party designated by mutual agreement or by a court ruling. In cases of absolute urgency where removal or transfer is necessary, the debtor or third party must inform the creditor in advance and specify where the asset will be kept. This ensures that the property remains secure and that all parties are aware of its location and status [30].

Converting the Sequestration to a Writ of Attachment

When a creditor holds a writ of execution [31], they must serve an instrument converting the writ into a formal attachment. This document must include detailed information such as the names and addresses of the debtor and creditor, a reference to the sequestration report, and a breakdown of the sums payable, including principal, costs, and interest. The creditor must summon the debtor to pay within eight days, or the property will be sold. This conversion must be clearly documented to avoid any nullity.

Service, Verification of Goods, Compulsory Sale and Force Sale

After conversation, The Bailiff will now proceed to serving, and after the conversion instrument is served, the Bailiff or Process-server will verify the attached property within eight days. This however creates a very difficult issue should the goods be found in a different member states but onboard an aircraft or when the goods are airborne. This is the kind of limitations this research sorts to bring to attention when dealing specifically with attaching goods onboard a plane. However if the goods are still onboard a plane on field or it's rail or safe house, missing or damaged property must be reported, and the debtor is informed that they have one month to sell the property privately, following the conditions outlined in Articles 115 to 119.

If the property is airborne already, a complexity is born [32]. But if they are available insight and a private

sale does not occur within the stipulated time, it will be compulsorily sold according to the procedures detailed in Articles 120 to 128. This process ensures that the attachment and sale of the property are handled efficiently and transparently, protecting the creditor's interests and maintaining legal integrity.

When a debtor, who is the cargo owner of goods onboard a plane, does not have a fixed address or business within the country and resides in a foreign country, the court responsible for ordering the attachment of the debtor's property and resolving any related disputes is located where the creditor resides.

If the goods are in the possession of the airway, whether on the ground or airborne, the airway will act as the custodian if the property is in their possession. If the airway does not hold the goods, a custodian will be appointed by the Bailiff or Process-server. The procedure for managing such foreign attachment will follow the same rules as those established for domestic sequestration, ensuring consistency and enforceability of the attachment process across international borders.

If no attachable property exists or if the identified property lacks market value, the Bailiff or Process-server must prepare a mulla bona [33], report to document this, unless the creditor requests that the execution process continue. This report informs the creditor of the absence of valuable assets. Attached property must remain inalienable, and if the airway holding goods onboard the aircraft needs to remove the property for legitimate reasons, it must notify the creditor in advance, except in cases of extreme urgency, and provide the new location of the property. If, after eight days from an unproductive summons to pay, the property remains unsecurable, the Bailiff or Process-server can enter any premises, including where the aircraft is situated, following the procedures outlined in the Uniform Act, to facilitate the enforcement process.

The debtor must receive a copy of the attachment report within eight days, which will indicate that they have one month to organize a private sale of the attached property in accordance with Articles 115 to 119

³⁰ Article 67-1 *ibid*

³¹ A writ of execution is a legal document issued by a court that authorizes the enforcement of a judgment. It directs a law enforcement officer, such as a sheriff, to take specific actions to satisfy a court's judgment, typically involving the seizure and sale of the debtor's property to satisfy a monetary judgment. The writ of execution can be used to enforce various types of judgments, including those for unpaid debts, damages awarded in a lawsuit, or other court orders requiring action by the debtor. The exact procedures and rules governing writs of execution can vary depending on the jurisdiction.

³² Although the OUASRPME provides that good in the keeping of third party would be considered as custodian of same property what happened when this conflicts with a foreign law? This will breed about the principle of *renvoi* in international private law.

³³ The term *mulla bona* refers to a report prepared by a bailiff or process-server detailing the lack of valuable attachable property. This report is typically issued when there are no assets of sufficient market value available for attachment or when the identified assets are not deemed attachable. The **mulla bona** serves as formal documentation of the situation and informs the creditor about the status of the property attachment process.

of the Uniform Act [34]. The third party which is the airline holding the property can choose not to accept custody; however, if they do, they can request to be relieved of their duties at any time, with a new custodian appointed by the Bailiff or Process-server [35]. The court may decide to return some or all of the attached property to an escrow agent after hearing the parties, and for attached motor vehicles, it can order their immobilization until they can be sold without causing damage [36]. If the third party asserts a possessory lien on the property, they must notify the Bailiff or Process-server via registered mail or another written method. The creditor has one month to dispute this claim in court, and the property remains inalienable during this time. If no dispute is filed within the month, the lien claim is accepted as valid [37].

CONCLUSION AND POSSIBLE RECOMMENDATIONS

The attachment of goods onboard aircraft presents notable challenges under both international and regional legal frameworks. International conventions such as the Montreal Convention of 1999 primarily address liability and documentation, but do not specifically cover attachment procedures for goods in transit. Similarly, while the OHADA Uniform Act of 2023 aims to simplify recovery procedures, it does not directly address the complexities of attaching goods onboard aircraft, leading to potential gaps and conflicts in enforcement across different jurisdictions.

The current lack of dedicated legislation for the attachment of goods in-flight underscores a significant research gap, creating uncertainty in procedural steps and potentially hindering effective enforcement. This gap complicates the ability to secure and recover claims, impacting international trade and logistics. Addressing these issues necessitates exploring legislative solutions or amendments to provide clear guidance on attachment proceedings for goods onboard aircraft. Such measures would enhance legal clarity, streamline enforcement processes, and support secure and reliable international trade operations.

At the international Perspective, we recommend the following:

1. Develop Specific Guidelines:

International conventions, such as the Montreal Convention, should be amended to include clear provisions on the attachment of goods onboard aircraft. This would provide a uniform standard for handling attachment proceedings in aviation contexts.

2. Harmonize Legal Frameworks:

Efforts should be made to harmonize international legal frameworks to address the unique challenges of attaching goods in transit. This includes creating guidelines that align with existing international

conventions and accommodate the complex nature of air transport.

3. Enhance International Cooperation:

Strengthening cooperation among international legal and aviation authorities can improve the coordination required for enforcing attachment orders. This includes establishing protocols for cross-border legal and administrative interactions.

4. Increase Awareness and Training:

Promote awareness and training for legal professionals and authorities on the nuances of attachment procedures for goods in transit. This would help in better implementation and understanding of the legal requirements.

Also, we recommend the following at the level of OHADA laws:

1. Amend OHADA Uniform Act:

Amend the OHADA Uniform Act on Simplified Recovery Procedures and Measures of Execution to explicitly address the attachment of goods onboard aircraft. This amendment should provide clear procedures and guidelines for such cases.

2. Clarify Jurisdictional Issues:

Develop specific provisions within OHADA law to address jurisdictional challenges related to the attachment of goods in international air carriage. This would help in resolving conflicts between OHADA regulations and international standards.

3. Enhance Procedural Guidance:

Provide detailed procedural guidance within OHADA law for the attachment of goods onboard aircraft. This includes outlining the steps for obtaining court orders, coordinating with authorities, and handling enforcement in different stages of transit.

4. Promote Regional Collaboration:

Encourage collaboration among OHADA member states to ensure consistent application of attachment procedures and enforcement measures. This collaboration could involve sharing best practices and standardizing approaches to handling attachment cases.

5. Review and Update Legal Provisions:

Regularly review and update the OHADA Uniform Act to adapt to evolving international trade practices and legal challenges. This ensures that the Act remains relevant and effective in addressing emerging issues related to the attachment of goods in transit.

REFERENCES

- Abeyratne, R. (1988). The liability of an actual carrier in the carriage of goods by air and in

³⁴ Article 111 of OUASRPME.

³⁵ Article 112 *ibid*

³⁶ Article 113 *ibid*

³⁷ Article 114 *ibid*.

- multimodal transport transactions. *Air and Space Law*, 13(3).
- Das, P. (2018). CARRIAGE OF GOODS BY AIR, SEA AND LAND: A SYNOPTIC OVERVIEW. *Journal of Transportation Law, Logistics, and Policy*, 85(1), 34-70.
 - Essoh Clotilde, E. (2023). The reception of OHADA law in anglophone Cameroon: appraisal and proposals. *Uniform Law Review*, 28(1), 114-130.
 - Mayhall, M. A. (1975). Executory and Special Proceedings: Executory Process, Attachment and Sequestration. *Loy. L. Rev.*, 22, 190.
 - OHADA Uniform Act on Simplified Recovery Procedures and Measures of Execution (OUASRPME)
 - Paterson, A. R. (1954). An outline of the law on carriage by air. *Canadian Bar Review*, 32, 982.
 - Shahu, G. (2014). The sequestration. *Rev. Stiinte Juridice*, 107.
 - Soules, L. H. III. (1978). Attachment, sequestration, and garnishment: The 1977 rules. *Southwestern Law Journal*, 32, 753-769.
 - Srivastava, A., & Srivastava, A. (2020). Carriage of Goods by Air. *Modern Law of International Trade: Comparative Export Trade and International Harmonization*, 259-266.
 - Thomka-Gazdik, J. G. (1949). *Analysis of certain aspects of the law of contracts relating to international carriage of goods by air*. McGill University (Canada).
 - Whitehead Jr, G. I. (1963). Legal Liability of Owners and Operators of Aircraft in General Aviation for Damages to Third Parties. *Syracuse Law Review*, 15(1), 1-15.
 - Wong, E. Y. C., & Ling, K. T. (2020). A Mixed Integer Programming Approach to Air Cargo Load Planning with Multiple Aircraft Configurations and Dangerous Goods. *Proceedings of the 2020 7th International Conference on Frontiers of Industrial Engineering (ICFIE)*, 123-130.