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## George Pollack and Michael Lubetsky Reflect on Landmark Maritime Law Ruling in *Canadian Lawyer* and *Lawyer's Daily*

Following the Supreme Court of Canada's ruling in *Desgagnés Transport Inc. v Wärtsilä Canada Inc.*, George Pollack and Michael Lubetsky, who represented the respondent defendants along with Joseph-Anaël Lemieux, spoke to Canadian Lawyer and The Lawyer's Daily to share their insights on the implications of the decision.

In what is being called a “watershed” judgment, the Court ruled 9–0 that Québec contract law, as opposed to uniform Canadian maritime law, applied to a contract for ship-engine parts.

Michael remarked that the decision is “arguably another nail in the coffin of the doctrine of interjurisdictional immunity.” He noted that the Court previously held that interjurisdictional immunity should be limited to situations where it had previously been recognized, while in this case, “the majority held categorically that interjurisdictional immunity only applies to Canadian maritime law tort claims, not contract claims.”

George advised that clients should be informed that if they do business in Québec, they should insert a robust choice of law clause. And if that choice calls for the application of Québec law, “they need to be aware of what the consequences will be, and that is unlike in the rest of Canada, [where] manufacturers and professional lenders are presumed liable for defects in goods supplied by them.”