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Unidroit

INTERNATIONAL INSTITUTE FOR THE UNIFICATION OF PRIVATE LAW

STUDY GROUP FOR THE PREPARATION OF  
UNIFORM RULES ON INTERNATIONAL INTERESTS IN MOBILE EQUIPMENT

*SECOND MEMORANDUM*

prepared jointly by

Airbus Industrie and The Boeing Company

on behalf of an

aviation working group:

*PRELIMINARY COMMENTS*

by the Russian Federation Aviation Working Group

Rome, January 1997



## INTRODUCTION

(by Mr V.A. Kouvshinov, member of the Study Group)

A Russian Federation Aviation Working Group (*RF AWG*) has been created under the aegis of the Chamber of Industry and Commerce of the Russian Federation as a counterpart of the Aviation Working Group of the Western States (*WS AWG*). The *RF AWG*, encompassing both producers and carriers, has prepared its preliminary remarks on the Second Memorandum of the *WS AWG* (Study LXXII - Doc. 23) which may be distributed as a working document among the members of the Study Group and to Mr J. Wool, representative of the *WS AWG*.

In principle, the *RF AWG* supports the proposals of the *WS AWG* subject to the reservation that it feels they require more in-depth study during January and February.

## SECOND MEMORANDUM

(prepared jointly by Airbus Industrie and The Boeing Company  
on behalf of an aviation working group):

## PRELIMINARY COMMENTS

(by the Russian Federation Aviation Working Group)

1. - The *WS AWG* proposal to include in the scope of the future Convention not only agreements (transactions) on charge, leasing and conditional sale, but also outright sales, as a first reaction, will not lead to any objection. However, the *RF AWG* is seriously worried by recent comments from the European Federation of Equipment Leasing Company Associations, i.e. "... if Unidroit fails to make the status of leasing clearer and fails to make clearer that title as such is the prerogative of the lessor, the Federation would prefer that this transaction be excluded from the sphere of application of the Convention". Leasing transactions play a more and more significant commercial role for the Russian Federation aviation industry and its business circles are against the exclusion of leasing transactions from the sphere of application of the Convention. Meanwhile, the *RF AWG* considers it important to analyse the above comments. In this connection the *RF AWG* would prefer definitions that are clearer (from the point of view of Civil law countries) such as, for example, "international rights in property" or "international real rights" instead of "international interests".

2. - The *RF AWG* proposes the inclusion in Article 2(1) after sub-paragraph (c) of a separate item "*helicopter engines*" for the same reason as it was judged necessary to introduce a separate reference to "aircraft engines" (in technical parlance, "inter-repair resources" are different for helicopter airframes and helicopter engines).

3. - The proposal by the WS AWG for the inclusion of provisions concerning bankruptcy proceedings requires, in the opinion of the RF AWG, further discussion between the WS AWG and RF AWG in order to prepare a joint proposal.