

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY  
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SHIPPING-LAND CO., LTD.,

Plaintiff,

-against-

FAR EASTERN SHIPPING COMPANY PLC.,

Defendant.  
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**ORDER DECLINING TO ISSUE  
MARITIME ATTACHMENT**

09 Civ. 1999 (AKH)


ALVIN K. HELLERSTEIN, U.S.D.J.:

On March 4, 2009, Plaintiff Shipping-Land Co., Ltd. filed a Verified Complaint herein, alleging damages of \$295,929.19 on its principal claim, and praying for issuance of an ex parte order of maritime attachment pursuant to Adm. Supp. R. B, Fed. R. Civ. P. Plaintiff's principal claim is solely for lost earnings allegedly attributable to Defendant's breach of an indemnification provision of charter party agreements between the parties.

I decline to issue the order of attachment. Generally, unless reasonably contemplated by both parties as the probable result of breach, lost income is not considered to be consequential damages of an alleged breach of contract. Hadley v. Baxendale, 156 Eng. Rep. 145 (Ex. 1854); see III Farnsworth on Contracts § 12.14 (3d ed. 2004). Therefore, Plaintiff has failed to allege a valid prima facie admiralty claim, as required by Rule B. Aqua Stoli Shipping Ltd. v. Gardner Smith Pty Ltd., 460 F.3d 434, 445 (2d Cir. 2006).

SO ORDERED.

Dated: March 6, 2009  
New York, New York

  
ALVIN K. HELLERSTEIN  
United States District Judge