

COELUM

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COELUM Pronunciation: 'che-l&m, is Latin for airspace or sky. The Romans began questioning the rights they had in the space above the land they owned and to how high above did that right extended to. Ad coelum et ad inferos, they discussed, meaning that their right of property would extend as high up to the heavens and down to hell.

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Important Constitutional Amendments to the Mexican Amparo.

by Antonio Vázquez.

On June 6 and 10, 2011 two constitutional amendments were published in the Federal Official Gazette that will significantly modify the amparo procedure as we currently know it. As we should remember, the amparo in Mexico is the applicable procedure for the constitutional control of all actions of authority, which include judgments of any nature. The amparo procedure is under exclusive jurisdiction of the country's federal courts (such as District Courts, Collegiate Circuit Courts and of course, the Nation's Supreme Court of Justice).

“to this reform... it was conceived with the main purpose of eliminating the technicalities and formalities that hinder not only the access to this procedure of constitutional control, but also to its scope of protection...”

The amendments to articles 94, 103, 104 and 107 of the Mexican Constitution are the result of joint work among academics, attorneys, lawmakers, members of the Federal Judicial Branch and the Federal Executive Branch. Based on the bill discussed in Congress and which gave rise to this reform, it was conceived with the main purpose of eliminating the technicalities and formalities that hinder not only the access to this procedure of constitutional control, but also to its scope of protection. Below, I will try to list the most important points of the reform, which will take effect in October 2011:

1. The scope of protection of the amparo procedure, which has been referred to until now as the individual guarantees contained in our Constitution¹ is broadened. With this amendment, human rights recognized in Treaties of which Mexico is a member will also be subject of amparo protection.
2. Prior to the reform, one of the main principles of the amparo procedure was the one known as “*principio de relatividad de las sentencias*” (principle of relativity of the judgments). This principle was based on the fact that the effects of the amparo judgment will only benefit the party who obtained it, without making a general statement of the law or action it refers to.² Thus, even if in one or several successful cases a party obtained amparo judgments considering a law to be unconstitutional, this declaration

1.- The individual guarantees are the human rights recognized in our Constitution and for purposes of this analysis we can group them into three main parts: The rights of equality, liberty and legal security.

2.- This principle is contained in article 107 of our Constitution and 76 of the Amparo Law.

of unconstitutionality only would benefit the party who obtained it and for that specific case. Before the reform, the only way the Supreme Court of Justice could declare a law for being unconstitutional was through actions of unconstitutionality, a procedure in which a percentage of the legislature (33%) challenged a law it considered to be unconstitutional. Now with the reform, any individual may challenge the constitutionality of a law through a suit for amparo and if there are five similar cases declaring the unconstitutionality, jurisprudence will be created and the Supreme Court of Justice may void a law through general declarations of unconstitutionality.

3. There is another important principle that establishes that an amparo is admissible only by submission of the affected party. Before the reform, amparo was granted to whoever proved that their legal interest had been personally affected. With the reform, the interest to be proven is extended to consider not only a legal affected interest, but also legitimate affected interest, which is a much broader concept that will facilitate access to the suit for amparo. Similarly, this legitimate interest may be individual or collective. This implies that the presentation of an amparo by a person can benefit those who suffer the same legal breach, even if they are not claimants to the suit.

4. Before the reform, any contradiction of court precedents issued by collegiate circuit courts had to be resolved by the Supreme Court of Justice. With the reform, Circuit Plenaries³ are created, which may resolve contradictions of precedent of collegiate courts that belong to the same circuit. In other words, the authority to create jurisprudence by contradiction of court precedents is extended to these Circuit Plenaries.

5. One of the most important measures on the amparo procedure is the suspension of the effects of the claimed authority actions in the amparo itself. Due to its urgency, in some cases the granting of the suspension is even more important than obtaining the amparo in its substance. Before the reform, judges and courts that analyzed the suspension were governed by certain criteria, and jurisprudence added an extremely important criterion called “the appearance of good law”. Under this principle, it was possible for a judge to grant suspension when he or she found that with the evidence available at the moment, a certain degree of truth of the unconstitutional actions could be found, and therefore the measure is applicable proceed. With the reform, this principle of the appearance of good law is incorporated as an authority of any judge at the time of ruling the suspension. Again, this amendment is to the benefit of the affected party claiming the amparo.

3.- The Circuit Plenaries is an internal entity of the Federal Judicial Branch created by the reform and composed by Collegiate Circuit Courts.

6. Two very important procedural points: (i) The expiration of the proceeding has been repealed. Before the reform, an amparo procedure could expire based on the procedural inactivity of the petitioner. This expiration due to inactivity no longer exists; that is, the *pro actione* principle is respected and “protection of rights” take privilege over procedural rules. (ii) No proceeding in which there is a pending compliance of an amparo judgment by an authority responsible may be terminated and archived. With this, the purpose of the amparo must be complied, which is to restore the affected party of its affected rights.

7. In the case of direct amparos (essentially referring to those that are imposed against judgments), all involved parties in the procedure (even the ones who obtained favorable amparo) are obliged to also impose an amparo if they consider that there are procedural breaches and if they do not do so, it shall preclude their right to allege these procedural breaches in subsequent suits for amparo. In addition, in cases when an amparo is granted for a new judgment to be issued, the obligation is established for Collegiate Circuit Courts to fix precise terms in which the new judgment shall be issued. What is intended in both cases is to avoid multiplication of suits of amparo, as frequently occurs nowadays.

“...the *pro persona* principle is introduced. In case of doubt, the most favorable interpretation of a person’s rights shall prevail.”

The published amendments also include an important incorporation on human rights. “Before, individual guarantees were synonymous with rights”. Now, “guarantees are understood as procedural mechanisms for the defense of rights, and “rights” also include human rights recognized in the Constitution and Treaties.”⁴ “In addition, the *pro persona* principle is introduced. In case of doubt, the most favorable interpretation of a person’s rights shall prevail.”⁵

As you can see, the reform has been very ambitious and has been well-received by the legal community. As has been said, two main aims were achieved with this important modification: Wider protection of a person’s rights and to make the suit of amparo more flexible and accessible.

4.- Rabasa Gamboa Emilio. New Judicial Culture for Mexico. Article published in El Universal News. June 23, 2011. Also available at eluniversal.com.mx

5.- Idem.

Is a Paperless Aviation Industry in Mexico Possible from A Legal Stand-Point?

by Kendra Medina.*

Since the beginning of modern aviation, as in any other industry, the use of paper has been necessary for pilots to consult critical information for flight decision-making, for mechanics to properly record the maintenance and overhaul of the aircraft, its engines and parts and for the civil aviation authorities to perform and document the inspections required by law, for purposes of ensuring the safe operation of the aircraft and to preserve its condition and value. It is however not news that air carriers and civil aviation authorities all over the world have been working for years towards a paperless culture around all the documentation and records related to the operation and maintenance of an aircraft. Major US air carriers are progressively testing and adopting the use of iPads and other mobile devices to be used by the cockpit crew to carry with them flight manuals, navigation letters, flight plans, etc., which is being exponentially promoted by the rapid growth of iPhone and iPad applications developed for such purposes for private and commercial pilots. Mexican air carriers are not indifferent to the advantages of having these documents in electronic form and some of them are also working on the adoption of these new technologies.

“Mexican Culture is very attached to the use of paper and this transition has not taken place as quickly as in other countries.”

In Mexico, commercial legislation has been modified over the last ten years to allow the paperless transition, providing for legal validity and enforceability of electronic messages and signatures. However, Mexican culture is very attached to the use of paper and this transition has not taken place as quickly as in other countries. Although in some areas the Mexican government has exponentially improved the use of information technologies, and the users are also very comfortable using them (such as tax payments and returns, and electronic invoicing), other areas such as the applicable law and regulations on the use of paper within the aviation industry has not shown significant progress.

The purpose of this article is to explore, from a legal stand point, which challenges need to be faced by the Mexican Aviation Authority (“DGAC”), the air carriers with operations in Mexico and the owners, lessors and/or financing parties of aircraft operating within Mexico, with respect to the transition to a paperless environment in connection with the use and delivery of aircraft documents and records.

* IN COLABORATION OF ALEJANDRO LAVAT.

Under Mexican aviation regulations, and in accordance with applicable international treaties,¹ all commercial air carriers are required to keep at all times on board of the aircraft a specific list of documents, which can be classified between those to be kept by the pilots in the cockpit and those to be kept somewhere else, prior to the commencement of any flight. Within the first group, we can find the flight manual, the applicable and updated navigation letters concerning the principal and alternate routes, the flight plan, the general aircraft operation manual and the crew licenses.² Within the second group, we can find the certificate of registration, the certificate of airworthiness, the certificate of noise homologation, the logbook, the permit authorizing the use of mobile radio communications (as radio-aeronautic station), the list of minimum equipment, the aeronautic information publication (PIA),³ the insurance certificate, and the cargo, and the weight and balance statements. There is a third group of documents that is not required to be kept on board of the aircraft at all times, which include the maintenance records concerning the airframe, the engines and other parts, but are essential part of the aircraft documents for purposes of inspections to be made by the aviation authorities, the aircraft owners or next operators. These records are required to be available for such purposes at the air carrier's operation base facilities.⁴

Provided that at the time the applicable legal provisions and official standards for aircraft documents and records were drafted and issued, having these in an electronic form was not yet a possibility, some of them are very specific as to the paper form each has to be in, while others do not make any distinction. Furthermore, some more recent provisions take a different approach on this matter and this can lead to different interpretations on how the requirements provided under Mexican law for keeping and/or submitting such documents and records can be met (e.g. in electronic form on a computer or mobile device on board of the aircraft). For instance, with respect to the PIA, which is required to be on board of the aircraft at all times, a specific Mexican Official Standard provides for the characteristics of the form on which this document is required to be issued by the DGAC (printed in white paper and in accordance with a particular format).⁵ This means the PIA is a document that is clearly mandatory to be in printed form and therefore, having it in electronic form would not be possible, unless the DGAC would amend its own rules to issue such a document.

Likewise, with respect the certificate of registration of the aircraft, the Mexican Civil Aviation

1.- Chicago Convention on International Civil Aviation (1944). Article 29..

2.- NOM-012-SCT3-2001 (Mexican Official Standard that provides for, among other things, such as instruments and equipment, the list of documents that must be kept on board of the aircraft).

3.- A domestic publication issued by the DGAC.

4.- NOM-008-SCT3-2002 (Mexican Official Standard that provides, among other things, the requirements to be met by all commercial air carriers in order to be able to obtain an air carrier operator certificate).

5.- NOM-011-SCT3-2001 (Mexican Official Standard that provides for the specifications concerning the domestic aeronautical information publications (PIA, Publicación de Información Aeronáutica).

Law requires that it be on board of the aircraft in printed form since, although it is not expressly required to have the original document, it does require to have at least a certified copy of this document on board (that is, a copy certified by a Mexican Notary Public, which necessarily needs to be in printed form, in accordance with the applicable legislation for notarial acts).⁶ The same law does not expressly provide that the airworthiness certificate is required to be kept on board in printed form. The airworthiness certificate is issued in printed form and if the law does not specifically provide for a certified copy as an alternative, then it should be considered to be kept in the original form. With respect the insurance certificate, notwithstanding that it may originally be issued in electronic form and therefore, as previously explained, having an electronic copy thereof should satisfy the requirement under the Mexican Civil Aviation Law, (which expressly provides that the obligation consists in carrying on board either the insurance policy or any other document evidencing that it has not expired),⁷ in accordance with the Mexican Civil Aviation Law Regulations, this requirement would be met only if the air carrier keeps on board the original insurance policy or a certified copy of the insurance policy registered at the Mexican Aeronautic Registry, certified by a Mexican Notary Public.⁸

If any matter in particular is not expressly addressed by the Mexican Civil Aviation Law or the special regulations applicable to civil aviation, other pieces of legislation may be applied in a supplementary manner, such as the Mexican Commerce Code with respect the acts performed by the air carrier, in their capacity as commercial entities⁹ and the validity of documents in electronic form;¹⁰ and in accordance with the Commerce Code, whenever a law requires certain information to be shown and kept in its original form, such requirement can be satisfied with respect those documents in electric form, so long as (i) the integrity of the information contained therein can be guaranteed to have been kept intact as of the moment the electronic files was generated in its definitive form, as a data message or in any other form; and (ii) if the information is required to be shown, it can be done so to the person who requires it.¹¹

Consequently, with respect to any of those documents that are originally generated in electronic form, each could be kept in such form on board (or off) the aircraft, as the case may be, provided the requirements established by the Commerce Code are met. For instance, the flight plan that an air carrier must present to the DGAC for its approval, is already permitted to be presented in

6.- Mexican Civil Aviation Law (Ley de Aviación Civil). Article 32.

7.- Idem.

8.- Mexican Civil Aviation Law Regulation (Reglamento de la Ley de Aviación Civil). Article 67.

9.- Mexican Commerce Code (Código de Comercio). Article 75, Section VIII.

10.- Mexican Commerce Code (Código de Comercio). Article 93, bis.

11.- These general provisions are complemented by the Mexican Official Standard concerning the requirements to keep data messages and commercial practices related thereto (NOM-151-SCFI-2002) and by the Decree concerning the use of electronic communications means in administrative proceedings by the Federal Administration and the individuals (Published on the Official Gazette fo the Federation on January 17, 2002).

other forms different from paper, such as radiofrequency or telephone,¹² while other documents that are required to be presented by the air carriers to obtain or comply with a certificate of air operator (AOC), -such as all the documents and records that are part of the corresponding AOC, including but not limited to the operations general manual, the maintenance general manual and the repair shop general manual, if applicable, as well as *any document and report that in accordance with applicable law, regulations and standards shall be kept by the AOC holder*, are allowed to be shown to the DGAC inspectors at the operations base of the air carrier, who is free to determine and inform the DGAC of the preservation method of such records and documents.¹³

An express exception to the alternative described above that the Mexican Official Standard NOM-008-SCT3-2002 makes on one of the documents required is with respect the logbook and flight book. Each is required to be prepared in printed form, handwritten with ink and even provides for specific ways to make amendments and corrections in handwriting.¹⁴ However, the applicable mandatory bulletin does mention that certain entries to be made in those books with respect the operation and maintenance of the aircraft, may be done separately if there is a previously DGAC approved format for such purposes in electronic form. Notwithstanding the foregoing, the Mexican Official Standard NOM-060-SCT3-2001, which was issued six years prior the mandatory bulletin CO AV-08.4/07, provides that the reports to be make to the DGAC with respect to defects and/or failures that occurred to the aircraft must be submitted in writing and with a handwritten signature, except only those emergency failures, which can be submitted by any other means, but in any case, to be presented also in writing with handwritten signature as soon as possible.¹⁵

With respect the third group of documents mentioned at the beginning of this article, concerning the aircraft, engines, and other parts records, the author believes they can be classified as those described in NOM-008-SCT3-2002 as *“any document and report that in accordance with applicable law, regulations and standards shall be kept by the AOC holder”*. If this is the case, then the manufacturer, owner or lessor, can set the minimum standards on how these documents can be kept in electronic form, which would be required to be followed by the air carrier operating the relevant aircraft, with the approval of DGAC. Having this kind of records in electronic form would have advantages and disadvantages, depending on each particular case.

12.- Mexican Civil Aviation Law (Ley de Aviación Civil). Article 6, Section XV.

13.- NOM-008-SCT3-2002 (Mexican Official Standard that provides the technical requirements that air carriers shall meet in order to obtain the AOC).

14.- CO AV-08.4/07 (Mandatory Bulletin issued by the DGAC that provides for the content requirements to be met by the logbook and flight book).

15.- NOM-060-SCT3-2001 (Mexican Official Standard that provides for the procedure to be followed to submit reports on defects and failures occurred to aircraft).

For instance, in a repossession scenario made by the owner and/or lessor of an aircraft, the advantages can be evident if the aircraft is repossessed in a jurisdiction different from Mexico, where no repossession efforts to obtain the records in paper would need to be conducted in Mexico, since being in electronic form from the beginning, owner and/or lessor can have copies constantly updated from the operating air carrier, if so required under the corresponding lease agreement.

“Mexican Culture is very attached to the use of paper and this transition has not taken place as quickly as in other countries.”

We can conclude that an adequate general legal framework that provides for the legality, validity and enforceability of documents in electronic form (data messages) in Mexico is currently in force and has been appropriately developed in a law of general application for all industries, as well and through specific Mexican Official Standards, that can help in the implementation of a paperless culture within the aviation industry by all the players involved, the DGAC, the air carriers (either foreign or domestic) and the aircraft owners and/or lessors. However, the implementation of this legal framework that is available for such purposes greatly depends on the policies to be developed by the DGAC and the update of all related Mexican Official Standards as a result of the pressure of commercial standard practices developed by the manufacturers, the air carriers and the aircraft owners and/or lessors, since DGAC is the only authority with sufficient capacity to update such standards.¹⁶

16.- Mexican Civil Aviation Law. Article 6, Sections III and XII.

Regulation of the Rail Industry in Mexico.

by *Samantha Garnica.*

In the last few years, Mexico has undergone important changes in political, economic and social development, with the federal and state governments becoming involved in regulating prices, profits and the production methods of certain industries.

In 1995, the government looked to restructure the railway system to allow the participation of private investment in order to accelerate the development and modernization of rail infrastructure and equipment and to stimulate economic growth. Because of the inability of the federal government to carry out major infrastructure investments it was decided to privatize the national railway system, Ferrocarriles Nacionales de México, a company that was under government control and that held five percent of Mexico's internal debt.

As a result, the railway system came to be considered a priority area for economic activity. It was regulated by article 28 of the Constitution of the United Mexican States, and thereafter, public, social and private sectors could take part in the national economic development of this industry. This was impossible before, when the railway industry was considered by the Constitution as a strategic national asset. However, actually, general lines of railway communication are part of the public domain of the federation.

After the rail restructuring and shortly after the amendment of the Constitution, allowing for regulation of the railway service, the Railway Service Regulation Law was enacted and consequently the Regulation of the Railway Service, as well as many Mexican Official Standards, were changed as follows:

- Mexican Official Standard NOM-EM-050-SCT2-1995. Regulations for the sign-posting of level crossings of roads and streets with railways.
- Mexican Official Standard NOM- 047/1-SCT2-1995: Rail setting on steel and wood concrete ties. Part 1. Steel anchors for railways. Specifications.
- Mexican Official Standard NOM- 044/1-SCT2-1997: Instructions for the execution of inspections and repairs for the conservation of the railway traction equipment.

Since then, railway operations in Mexico are granted under concession in accordance with the Railway Service Regulation Law, which governs and regulates all aspects of the concessions and permits, as well as their limitation. The concession lays the foundation for deregulation, allowing the new concessionaires to be free to set rates and services characteristics.

“...railway operations in Mexico are granted under concession in accordance with the Railway Service Regulation Law, which governs and regulates all aspects of the concessions and permits...”

The administrative concession is the most effective way within the modern state, to grant individuals the right to certain activities or the operation of federal resources within the limits and conditions prescribed by law. These are activities that the public administration is unable to develop on its own, or because it is economically or politically inconvenient to do so. Thus the concessionaire undertakes the performance or management of public work, with the right to receive the income derived from the use of a public asset.¹

1.- Railway Service Regulation Law, article 7.

Concessions for the railway sector in Mexico are granted by the Ministry of Communications and Transport through public tender, for which, participants must previously demonstrate their legal, technical, administrative and financial ability. Importantly, municipalities do not have to be subject to public tender procedures.

Rail concessions are granted for a period of fifty years, renewable up to fifty more years to operate and exploit the main line and when appropriate, build railways, provide public service rail transport and ancillary services in the rail network, including the right of way required for certain sections². However, there are certain cases for which the concession ends, which are the following: The deadline, the holder's resignation, revocation, recovery, disappearance of the object of concession or license and liquidation of the concessionaire³.

“...Rail concessions are granted for a period of fifty years, renewable up to fifty more years to operate and exploit the main line...”

The railway concession will only be granted to Mexican corporations, but, foreign investment may participate up to 49%. If there is a purpose for participants to maintain a higher percentage than 49% of the share capital of the concessionaire in the hands of foreign investors, the participants must seek the permission from the Foreign Investment Commission.⁴

It is to be noted that prior carrying out construction or reconstruction of railways, the approval of the Ministry of Communications and Transport is required, other than for emergency work and maintenance. Also, concessionaires can only use the right of way to provide rail services. In the case of intentions to use it for other purposes, such as the use of a road to build telecommunications networks, authorization is also needed from the Ministry of Communications and Transport⁵. Thus, it is harder for the concessionaires to use the assets attached to the service for the provision of other kinds of services to the customers and users, such as temporary storage of goods close to the stations.

On the other hand, concessionaires are obliged to execute agreements to agree on commercial rights of way and interconnection and terminal services required for provision of public rail transport services. However, in the event of failure to reach an agreement, the Ministry of Communications and Transport shall determine the conditions and considerations under which these rights will be granted.

Since Mexico has not ratified the Rail Protocol and as there is no a special registry for railway stocks, it is applicable for the registration purposes to use the public registry that was created on August 27, 2009 with the purpose of conducting registration of guarantees on mobile assets including registration of vehicles. It is important to say that this registry does not register the right of property, but only the guarantees constituted in respect thereto.

Mexico owns a large railway network that requires private investment for its best operation. In consequence the granting of railways concessions is beneficial for the development of the country. This provides a relief to the state in an industry where there was a neglected infrastructure that was economically unaffordable. Now however the state can regulate for better economic conditions and export markets through improved cargo and passenger transportation.

2.- Railway Service Regulation Law, article 11.

3.- Railway Service Regulation Law, article 20.

4.- Railway Service Regulation Law, article 17.

5.- Railway Service Regulation Law, article 27.

The Federal District Government joins and supports Mexicana's Unions.

The Federal District Government joins and supports the request made by the three unions of Mexicana de Aviación for the airline to return to work and also to punish those responsible for the financial difficulties experienced. The Minister of Tourism demanded that the federal government begin explanations to the public about the case. According to the Minister, the consequences of Mexicana's suspended operations also severely affected the price of transportation, as the increase on international routes has reached up to 280 percent, while national ticket price increases ranged from 10 to 60 percent. *Milenio*. 01/August/11.

Expensive jet fuel stops the expansion of the world's air fleets.

The volatility of oil prices after the political conflicts in the Middle East has led airlines around the world to have less incentive to renew their fleet because profit margins are lower, said the commercial director of Aviation Safety at Boeing. The commercial director said that a price of \$80 per barrel would be ideal for companies to begin planning their future strategies given the growing demand within the industry. Currently the price per barrel is between 90 and 100 dollars. *El Economista*. 03/August/11.

Boeing praises Mexico to boost biofuels.

Boeing acknowledged Mexico for its efforts, as one of the major producers of biofuels. Security director of Boeing Commercial Aviation said that once this step was made, Mexico faces the challenge of staying among the top three Latin American countries that contributes to the production of biofuels. It is hoped that in 2015, 600 million gallons of these fuels will be distributed around the world which will mean a reduction of aviation industry's pollution gases. Today aviation contributes almost 2%. *El Universal*. 03/August/11.

Mexico and Canada execute an aviation agreement.

Mexican government executed an aviation agreement with Canada which establishes that any airline from Canada or Mexico may operate to and from the airports of both nations. This eliminates the authorization that only two airlines from each country may operate to the territories of the other nation. *El Semanario*. 09/August/11.

Worldwide turbulence affects the aviation industry.

The recent international financial problems affected major sectors of economy in Mexico, as the aviation industry, with four of the leading companies from that industry listed on the Mexican Stock Exchange reported falls in share prices, ranging from one to ten percent. *Milenio*. 15/August/11.

Profeco recovers 99% of the amount claimed by users of airlines.

During the first seven months of the year, the Bureau of Consumer Protection recovered 741,410 million pesos on behalf of consumers affected by airlines, which represents 99.99% of the amount claimed by users of these airlines. *El Economista*. 19/August/11.

Investors demand transparency in the status of Mexicana.

In the rescue of Mexicana de Aviación, not only do the investors have to fulfill all the requirements of the bankruptcy process, but also the authority, has to clarify the possession of the total shares of Nuevo Grupo Aeronautico. Six topics need to be clarified, among them, the requirements needed by this group to assure the permanency in the process, as well as the explanation and breakdown of the payments with the 26,000 creditors of the airline. *El Economista*. 23/August/11.

In this month extract was prepared by Jessi Saba, Samantha Garnica, Vera García and Roberto Najera.

Terminal Tender in Riviera Maya in abeyance.

In less than 2 weeks, the Ministry of Communications and Transport (SCT), will conclude the study that will determine if the conditions are right to release one more time, the tender for the construction of the airport in the Riviera Maya, said the Minister, Dionisio Perez Jacome. The SCT tried to tender this terminal in the second quarter of the year, but decided to cancel it, because it considered that those interested did not fulfill the requirements as stated by law. *El Universal. 25/August/11.*

Liabilities of AMLA with ASA. A national secret?

Aeropuertos y Servicios Auxiliares (ASA), decided to classify all the liabilities of the bankrupted airline Aerolíneas Mesoamericanas (ALMA) until 2017. According to ASA, the 67.6 million pesos that ALMA owes to ASA is classified information. For some experts, beyond the huge debt, the serious matter is that ASA doesn't have any guarantee in order to recover that money. The suspicion of this "national secret" derives from the fact that the actual Business Units Coordinator of ASA, Guillermo Heredia Cabarga, was a 20% shareholder of the bankrupt airline. Moreover, the actual director of the civil aeronautics federal branch, Hector González Weeks, was the commercial manager of Aerolíneas Mesoamericanas. *El Seminario. 26/August/11.*

The National Air Transport Chamber fights for another terminal in Mexico City International Airport.

The Air Transport National Chamber (CANAERO) states that the biggest obstacle to the growth of the aviation industry in Mexico is the lack of a new Mexico City airport terminal. If this is not considered, the Mexico City International Airport (AICM) could see a reduction in the number of passengers. A new terminal would be helpful for now, but the long term solution is the construction of a new airport. *Milenio. 29/August/11.*

A new aeronautic policy: Pending.

Three days away from President Felipe Calderon's fifth year of mandate, the Air Transport National Chamber (CANAERO) reiterated the importance of a new aeronautic policy that gives certainty to all participants. Many events have affected the industry in the last couple of years, and yet our regulations have not had any changes. CANAERO proposed some specific points, but the Ministry of Communication and Transportation is working on an adequate text for the policy. *El Economista. 29/August/11.*

Airfares are considered expensive.

After Mexicana's shutdown, the general feeling is that airfares have increased in price by two or even three times. The Bank of Mexico revealed statistics that point to the contrary, and they showed that airfares have actually come down in the last quarter. The best way to obtain good airfares is by booking far in advanced, although these airfares are not always the most attractive, because no changes are permitted. *Reforma. 30/August/11.*

Antonio Vázquez

Attorney at Law: Admitted to practice law in 1991. Mr. Vázquez of Mexican nationality obtained his law degree at the Universidad Nacional Autónoma de México (UNAM). Mr. Vázquez attended post-graduate studies in Civil Law, Corporate Law, “Amparo” Financial and Procedural Law, Civil and Commercial matters. Mr. Vázquez has been Professor of “Amparo” in UNAM and Lecturer at various universities throughout Latin America. Currently Mr. Vázquez is member of the International Bar Association. Authorized as a private mediator in civil and commercial matters recognized by the Center of Alternative Justice of the Federal District and the Superior Tribunal of Justice of the Federal District since January 2010. LANGUAGES: Spanish and English. PRACTICE AREAS: Arbitration, Civil Law, Civil Litigation, Amparo, Corporate Law and Foreign Investment. e-mail: avazquez@asyv.com

Kendra Medina Chávez

Attorney at Law: Admitted to practice law in 2000. Ms. Kendra Medina, of Mexican nationality obtained her law degree at Instituto Tecnológico Autónomo de México (ITAM), Mexico City and completed a post-graduate Diploma in Telecommunications Law at ITAM and a Masters Degree of E-Law at the University of Melbourne, in Australia. She has attended post-graduate studies in Airline Contract Law and, Aircraft Acquisition and Financing, by the International Air Transport Association (IATA) in Montreal, Canada. Ms. Medina has contributed as member of the editorial board for the magazine of the Science and Technology Law Section of the American Bar Association. LANGUAGES: Spanish and English. PRACTICE AREAS: Aviation Law, Aircraft Contract Law and Corporate Law. e-mail: kmedina@asyv.com

Samantha Garnica

Education: Universidad Anahuac del Norte, Edo. Mexico. LANGUAGES: Spanish and English. e-mail: sgarnica@asyv.com

ABOGADOS SIERRA Y VAZQUEZ

Prol. Reforma No. 1190 25th Floor
Santa Fe México D.F. 05349
t. (52.55) 52.92.78.14
f. (52.55) 52.92.78.06
www.asyv.com / www.asyv.aero
mail@asyv.com

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