Ohadata J-02-177

ARBITRAGE – CONVENTION D'ARBITRAGE – VALIDITE – LOI APPLICABLE – LOI ANGLAISE –

ARBITRAGE – TRIBUNAL ARBITRAL – COMPOSITION – ARBITRE UNIQUE. ARBITRAGE – EXEQUATUR – COMPETENCE DES JURIDICTIONS CAMEROUNAISES (OUI) – CONVENTION DE NEW YORK DE 1958 – ARTICLES 30, 31, 33 ET 34 ACTE UNIFORME SUR L'ARBITRAGE.

La convention d'arbitrage prévoyant que tout litige entre les parties relativement à la formation, l'exécution ou la rupture du contrat de vente de produits pétroliers les unissant serait soumis à la loi anglaise, est valable.

En cas de défaut de désignation d'un arbitre par l'une des parties, un arbitre unique peut être désigné.

En application de la Convention de New York sur la reconnaissance et l'exécution des sentences arbitrales et des articles 30, 31, 33 et 34 de l'Acte uniforme sur l'arbitrage de l'OHADA, les juridictions camerounaises sont compétentes pour accorder l'exequatur d'une sentence arbitrale.

ARTICLES 30 AUA ET SUIVANTS

(Sentence rendue par le tribunal arbitral tenu à l'hôtel Sheraton de l'aéroport de Heathrow le 17 avril 2002**,** (1ère espèce) et Cour du ressort de Fako, Buea, arrêt d'exequatur du 15 mai 2002, (2ème espèce), African Petroleum Consultants (vendeur) c/ Société Nationale de Raffinage (acheteur) Revue Camerounaise de l'arbitrage, n° 18, juillet-août-septembre, p. 15).

IN THE ARBITRAL TRIBUNAL HELD AT SHERATON HEATHROW HOTEL, LONDON AIRPORT WEDNESDAY 17TH DAY OF APRIL 2002

Presiding: Dr FRU John NSOH (Sole Arbitrator)

Between

African Petroleum Consultants …….. Plaintiff (Claimant) (APC) (Seller)

AND

Société Nationale de Raffinage ……..…….. Defendants (Buyer) (SONARA)

Present: APC represented by its General Manager
Dr Alexander EKOLLO MOUNDI.

Absent: SONARA (in spite of Hearing Notice served by the Tribunal on 13th March 2002).

Appearances: APC represented by its Senior Legal Adviser SONARA unrepresented by Counsel.

Applicable Laws: Laws of England as agreed by the parties.

This Arbitral Tribunal has been called upon to decide on a dispute involving SONARA and APC in relation to the non performance of the contract they signed on 20/10/95 whose object was the supply of crude oil to SONARA and APC.

A/ The Jurisdiction of this arbitral tribunal

Pursuant to Section 30 of the Arbitration Act of England 1996, this tribunal will start by ruling on its own jurisdiction by deciding on the following issues.

(1) Whether there is a valid arbitration agreement between the parties

There is a valid arbitration agreement between the parties. It is in found in article 17 of the contract they signed on 20/10/95, relating to the supply of Nigerian crude oil to SONARA by APC. That article stipulates as follows: "the construction, validity and performance of this contract shall be subject to the laws of England. Should any dispute arise between buyer and seller, the matter in dispute shall be referred to three persons in London, one to be appointed by each of the parties hereto and the third by the two arbitrators so chosen. Their decision or that of any two of them shall be final and binding on both parties without recourse to appeal"

(2) Is this tribunal properly constituted?

Following the arbitral agreement between SONARA and APC, the tribunal had to consist of three persons. But because of the refusal of SONARA to appoint its own arbitrator, APC activated Section 17 of the Arbitration Act of 1996 and appointed Dr. FRU John NSOH as sole arbitrator. Because of the importance of that development in the proceedings, the tribunal finds it necessary to outline the provisions of Section 17 as follows:

17 (1) Unless the parties otherwise agree, where each of two parties to the arbitration agreement is to appoint an arbitrator and one party (the party in default) refuses to do so, or fails to do so within the time specified, the other, having duly appointed its arbitrator, may give notice in writing to the party in default that he proposes to appoint his arbitrator to act as sole arbitrator.

17 (2) If the party in default does not within 7 clear days of that notice being given

a) make the required appointment, and
b) notify the other party that it has done so,

the other party may appoint its arbitrator as sole arbitrator whose award shall be binding on both parties as if he had been so appointed by agreement.

17 (3) Where a sole arbitrator has been appointed under subsection (2), the party in default may (upon notice to the appointing party) apply to the court which may set aside the appointment.

Evidence has been submitted by APC that it notified SONARA to appoint its arbitrator on 3rd September 1999 and on 1st February 2002. In three different letters sent to APC, respectively on 27/09/99, and 15/02/2002 and 18/03/2002, SONARA irrevocably refused. When APC notified SONARA 20/02/2002 of the appointment of Dr. FRU John NSOH as sole arbitrator in accordance with Section 17 (2) of the Arbitration Act 1996, SONARA failed to apply to the court in order to set aside that appointment, as stipulated by Section 17 (3). Instead, it decided not to participate in the present arbitration and said in its letter of 18/03/2002 that the Arbitration Act 1996 cannot be applied to SONARA, in total disregard of

the fact that article 17 of the contract it signed with APC on 20/10/95 clearly stipulates that it is subject to the laws of England.

This tribunal is therefore properly constituted according to the rules set out by the Arbitration Act 1996.

3) What matters have been submitted to arbitration in accordance with the arbitration agreement.

The matter submitted to this arbitral tribunal by APC is an alleged continuous breach of the contract of 20/10/95 by SONARA. It is relevant with the arbitration agreement as stipulated in article 17 of that contract.

The jurisdiction of the present tribunal is therefore established because there is a valid arbitration agreement, the tribunal is properly constituted and the matter submitted to arbitration is in accordance with the arbitration agreement.

B/ The laws applicable.

The parties chose the laws applicable to the arbitration in article 17 of the contract of 20/10/95. It stipulates that <Law and Arbitration: The construction, validity and performance of this contract shall be subject to the laws of England…>

Therefore, the law of the Arbitration and the law governing the contract are the laws of England, respectively, the Arbitration Act 1996 and the English Law of Contracts, Incidentally, it is also the English Law of Contract which is applicable in the place where the contract was signed, that is the town of Limbe, situated in the former British Cameroons.

C/ The seat of the arbitration.

The will of the parties in article 17 of the contract of 20/10/95 is that "should any dispute arise between buyer and seller, the matter in dispute shall be referred to three persons in London…" The tribunal understands that those persons have to conduct the arbitral proceedings in London. Therefore, it rules that the seat of the arbitration is London.

D/ The validity of the contract of 20/10/95 and the arbitral agreement.

Nothing in the contract of 20/10/95 or in the arbitral agreement found in article 17 is contrary to English public policy or to international public policy. The tribunal therefore rules that the contract of 20/10/95 and the arbitral agreement are valid.

E/ The presence of the parties to the arbitral proceeding

Hearing notice was served to SONARA and to APC on the 13/03/2002. Sheriff/Bailiff MAKIA Thomas ENI, resident in Limbe, Republic of Cameroon, P.O. Box 1351 – Tel. (237) 333 20 73 served SONARA. Sheriff/Bailiff NGANKO Didier, resident in Douala, Republic of Cameroon, served APC,

Both parties were thereby notified to file in their written submissions not later than 02 April 2002 and to attend the hearing on the 17/04/2002 at the Sheraton Airport Hotel in London, at 9 a.m.

Only APC filed in its written submission and attended the hearing at the Sheraton Airport Hotel in London at the said date, SONARA neither filed in its written submission nor attended the hearing.

The default of SONARA lead the tribunal to conduct proceedings by applying Section 41(4) of the Arbitration Act of England 1996 which stipulates that "if without showing sufficient cause a party

a) fails to attend or to be represented at on oral hearing of which due notice was given, or

b) where such matters are to be dealt with in writing, fails after due notice to submit written evidence or make written submissions

the tribunal may continue the proceedings in the absence of that party or, as the case may be, without any written evidence or submissions on his behalf, and may an award on the basis of the evidence before it".

F/ The matter in dispute

A brief survey of the relationship between APC, NNPC and SONARA is of essence in determining this issue. Three firms are involved in the contract of 20/10/95 namely APC, NNPC and SONARA. APC is a retailer which received an order from SONARA which is its customer. APC purchases the product from NNPC which is a wholesaler and then resells it to SONARA. APC is therefore an independent contractor in its own interest.

African Petroleum Consultants (APC) demonstrated in its submission that it became a partner of the Nigerian National Petroleum Corporation (NNPC) when it was attributed an allocation of Nigerian crude oil identified by the contract reference *COM/MKIG/S.*48 – inserted at the top of the contract between the parties.

1) On 18/10/95 SONARA signed a *letter of intent* to APC confirming its intention to purchase 400,000 bbl of Bonny Light crude oil and 400,000 bbl of Brass River crude oil

2) On 20/10/95, this ***letter of intend*** was replaced by contract signed by M. Bernard EDING on behalf of SONARA as the buyer and by Mr EKOLLO MOUNDI Alexandre on behalf of NNPC and APC as the sellers

The lifting date range stipulated in article 4 is as follows:

a) Bonny Light : 16-18 November
b) Brass River : 24-27 November

In return, the buyer had to pay for each cargo as stipulated in article 9 (3) by opening an irrevocable, confirmed, divisible and transferable letter of credit in USD, at least five days before lifting of crude oil.

The standard procedure in the international marketing of crude oil necessitates that any quantity of crude oil to be sold has to be properly identified *in a telex* sent to the buyer by the seller bearing the following information:

The quality (type): the quantity: The Stem: The window (dates of loading): The cargo number: The name of the vessel.

APC produced evidence that all those indications were given to SONARA by *a telex* sent by the Shipping and Terminal Crude Oil and Marketing Department of NNPC to African Petroleum Consultants on 20/10/95. The vessel to be loaded was the M/TCAMKOLE belonging to SONARA.

APC has therefore declared in its submission that by so doing, it had fulfilled its obligations laid down *in article 7* of the contract which stipulates that FOB loading terminal in buyer's vessel to be nominated at least ten (10) days prior to commencement of laycan

APC declares that from that moment, it was awaiting the opening of the letter of credit before loading the vessel of SONARA, especially as article 13 states that "Title and risk of loss will pass from seller to buyer as well as the oil passes the vessel's permanent intake flange at the loading port". APC insisted that this implies that the buyer automatically becomes the owner of the crude oil once it has been loaded in his vessel, whether he has paid for it by opening a letter of credit or not.

APC has also insisted on the fact that the failure of SONARA to open a Letter of Credit as specified in article 9 (3) of the contract is a fundamental breach because it goes so much to the root of the contract that it made performance by APC impossible.

Although SONARA deliberately refused to take part in the present arbitration proceedings, as noted above, the tribunal repeats that it decided to take into consideration the arguments which SONARA developed in several letters sent to APC and which are part of the submission of APC. It refutes the allegations of SONARA according to which it was entitled to have its ship loaded because it had fulfilled the obligation laid down in article 9(1) by opening a deposit account of 500.000 USD. That clause is indeed independent from article 9(3) which concerns the payment of cargoes, whereas the security account which is opened by the buyer in his own bank and under his own name is simply intended to prove the credibility of the buyer.

From the submission of APC, the tribunal examined the conditions and reasons surrounding the non performance of the contract of 20/10/95. A telex sent by SONARA to APC on 24/11/95 contained the following declaration: "Owing to the difficulties encountered by APC to supply Nigerian Bonny Light Crude Oil to SONARA under the terms of the contract signed on 20/10/95 between APC and SONARA, it now appears very unlikely that the Brass River Crude Oil lifting programmed for 24-26/11/95 can be realised. SONARA might thus be forced to buy a crude cargo from a third party in and/or lifting of the second contractual cargo will have to be renegotiated".

For APC, SONARA was the author of the difficulties it referred to, because no letter of credit had been opened as stipulated in the contract, thus rendering the lifting of the contractual cargoes impossible.

APC said in its submission that SONARA had acted in bad faith and had decided to frustrate APC in order to favour other suppliers. In that regard, APC submitted evidence to the effect that, while SONARA failed to open a letter of credit to APC, it had bought the first replacement of cargo on 04/12/95 from a firm named GLENCORE at a price much higher than that of the programmed first cargo of APC. That is 485 080,23 USD more. Likewise, the second purchase of SONARA which was from another firm called SNH, was more expensive by 945 458,58 USD. According to APC it is difficult to understand why SONARA has preferred to spend a supplementary sum of 1 430 538,58 USD instead of opening a letter of credit in order to be supplied by APC at the agreed lifting dates.

G/ <u>The duration of the contract of 20/10/95</u>

The tribunal must determine what is the duration of the "NIGERIAN CRUDES SUPPLY CONTRACT" signed by the parties on 20/10/95.

APC declares that its duration is not restricted to a particular year and that, consequently, it is a continuous contract, article 4 being silent about the year the liftings have to be performed. But SONARA says that the intention of the parties was to restrict the two liftings to November 1995.

Concerning the position of SONARA, the tribunal believes that when a contract is wholly in writing, the discovery of what was written presents no difficulty because the courts have long insisted that the parties have to be confirmed within the four corners of the document in which they have chosen to enshrine their agreement and that neither of them can adduce evidence to show that his intention has been misstated in the document. Therefore, SONARA has not proved that the duration of the contract is limited to November 1995 and it only repudiated it in its letter of 27/09/99.

As regards the position of APC, the tribunal admits that it is pertinent however, it must be recalled that article 7 of the contract of 20/10/95 obliged APC to nominate the loading terminal in which the vessel of the buyer had to be loaded, at least 10 days before the date of lifting. APC only respected that clause in November 1995 and filed to do so afterwards. Consequently, it suffered no loss of profit after November 1995 even though the contract was still running.

H/ The damage incurred by APC

APC produced evidence of loss of profit of 2.75 USD per barrel of Bonny Light crude oil and of 3.75 USD per barrel of Brass River crude oil. It claims to have incurred loss of profit from November 1995 to November 2001, amounting to eighteen million and two hundred thousand USD. But the tribunal hereby decides that the loss of profit suffered by APC is only related to one cargo of 400.400 barrels of Bonny Light crude oil and of one cargo of 400.000 Brass River crude oil, whose lifting date was between 16-18 November 1995 and 24-27 November 1995.

Consequently, the loss of profit of APC for the Bonny Light crude oil is one million two hundred USD (2.75 USD multiplied by 400.000 barrels) and that for the Brass River crude oil is one million five hundred thousand USD (3.75 USD multiplied by 400.000 barrels). The addition of the loss of profit incurred by APC for these two cargoes amounts to two million and six hundred thousand USD to which the tribunal applies an interest of 8% from the year 1996 to the year 2001. The interest thus amounts to one hundred and twenty-four thousand eight hundred USD.

I/ The arbitration award

(1) The tribunal rejects the arguments of SONARA according to which the Arbitration Act 1996 of England is not applicable to the present proceedings.

(2) The tribunal has taken note of the arguments of SONARA according to which English law of contracts is not applicable to the present arbitral proceedings and that, the applicable law is the law of contracts applicable in Cameroon. However, it considers that it is a false debate and rejects them on the grounds that article 17 of the contract of 20/10/95 which contains the arbitral agreement clearly refers to the laws of England as the applicable legislation.

(3) The tribunal rejects the arguments of SONARA according to which no litigation exists between it and APC and reaffirms the existence of a litigation based on failure of SONARA to open a confirmed, irrevocable and divisible letter of credit at least five days prior to each lifting of crude oil, as stipulated in article 9 (3) of the contract of 20/10/95. The various letters send by SONARA to APC in relation to the non performance of that contract, and in which it tries to prove that it is not responsible, meanwhile APC says the contrary and established sufficiently that there is a dispute between the parties.

4) The tribunal rules that SONARA breached the contract of 20/10/95 by failing to open a letter of credit at least five days before each lifting and consequently caused loss of profit of APC.

5) The tribunal disagrees with the submission of APC according to which that loss of profit ran from November 1995 to November 2001 and rules that it must be restricted to November 1995.

6) The tribunal hereby orders SONARA to pay to APC, the sum of 2.600.000 USD as follows:

Loss of profit for Bonny Light Crude oil: **1.100.000 USD**
Loss of profit for Brass River Crude: **1.500.000 USD**

To this amount and in conformity with Sections 48 and 49 of the Arbitration Act of England 1996, the tribunal hereby orders that simple interest at 8% be added to the loss of profits suffered by APC which amounts to **20.800 USD**… per year, covering 1996, 1997, 1998, 1999, 2000 and 2001 = **124.800 USD**

Total amount to be paid by SONARA to APC amounts to **2.724.800 USD**

J/ Arbitration fees and recoverable expenses of sole arbitrator

The parties are to share in an equal manner the fees of the arbitrator which amount to 127.000 USD and his expenses which amounts to 15.500 USD

Therefore this Award is hereby issued to the parties. In accordance with their own will clearly expressed in article 17 of their contract of 20/10/95, and using their own words, the tribunal declares that it is "final and binding on both parties without recourse to appeal".

DONE IN LONDON THIS 17TH DAY OF APRIL 2002

Signed
Dr. FRU John NSOH
(Sole Arbitrator)
Barrister-at-Law

IN THE HIGH COURT OF FAKO DIVISION HOLDEN AT BUEA
BEFORE HIS LORDSHIP JUSTICE MOKWE EDWAR MISIME
WITH MME AJUAH AND MME EMOH AS REGISTRARS IN ATTENDANCE
THIS WENESDAY THE 15TH DAY OF MAY, 2002.

SUIT N°HCF/91/M/2001-2002.

BETWEEN:

AFRICAN PETROLEUM CONSULTANTS (APC)……. SELLER/APPLICANTS

AND

SOCIETE NATIONALE DE RAFFINAGE …….
BUYER/RESPONDENTS

PARTIES : Absent
APPEARANCES : Barrister Loh for applicant.

"REPUBLIC OF CAMEROON"
"IN THE NAME OF THE PEOPLE OF CAMEROON"
"RULING"

This is a Ruling on a Motion EXPARTE filed by Counsel on behalf of Applicant praying this Honourable Court for the following orders;

1°) That this Honourable Court should recognize and enforce the Arbitration award between the parties herein made on the 17/04/2002 in the Arbitration Tribunal held at Sheraton Heathrow Hotel, London Airport against the Respondent in the Republic of Cameroon.

2°) That the Respondent be ordered to pay the Arbitration award between the parties within 15 days from the date of notification on the said Respondent.

3°) And for any other order of orders which this Honourable Court deem fit and proper to make in the circumstances of the Case.

Attached to this Motion paper is a 23 paragraphs Affidavit dully deposed to by Dr. Alexandre EKOLLO Moundi the General Director of the Applicant Company. Counsel for Applicant sought leave of this Court to adopt and rely on all the paragraphs of the Affidavit. Counsel for the Applicant then submitted that an Application of this nature in accordance with Article 4 of the New York Convention 1958 on the recognition and enforcement of foreign Arbitral Awards is supposed to be supported by two annextures to wit : An authenticated original of the award or a certified true copy thereof and secondly, the Original Agreement from which the Arbitration Award emanated. The above cited documents have been exhibited here as exhibits A and B. Counsel for Applicant then submitted in the jurisdiction of this Court to hear this application and at the end of his submission be urged the Court to grant the Applicant's prayer.

This Court has been called upon by this Motion to recognize and enforce Exhibit B an Arbitration award made against the respondent SONARA in favour of Applicant African Petroleum Company (APC) entered on Wednesday the 17th day of April. 2002. at Sheraton Heathrow Hotel London Airport by Dr. Fru John Nsoh (sole Arbitrator).

The Motion before me has been file pursuant to Articles iv (1) of the Convention on the Recognition and enforcement of Foreign awards New York 1958 as real with Article 11 of the Charter of Investment in Cameroon-Law N°2002/004 of 20/04/2002 and Articles 30, 31 and 34 of OHADA (sic).

The first question therefore to determine is : Has this Court the Jurisdiction to grant this Application? The Court has been furnished with Exhibits A and B the Certified True copy of the original award and the original agreement from which the award emanated. It is from this two documents that I shall find the answer to the question on jurisdiction. Article 17 of the original agreement between the parties states : "The construction, validity and performance of this contract shall be subject to the Laws of England. Should any dispute arise between the buyer and seller, the matter shall be referred to three persons in London. One to be appointed by each of the parties hereto and the third by the two arbitrators so chosen". It is this article that gave the arbitrator in exhibit B to sit over this matter in London and apply the Laws of England. The arbitrator at the end of the arbitration made an award against the respondent in the sum of 2.724.800 U.S. Dollars. The applicant has filed this action before this Court in Cameroon. The legal tender here is the Franc CFA. He claimed the sum of 1.989.104.000 frs CFA as the equivalent of 2.724.800 U.S. Dollars at the rate of 750 frs per one U.S. Dollars. By ordinance n°72/4 of 20/8/72 as assumed on Judicial Organisation. The HIGH Court is competent to hear and determine claims of more than 5.000.000 frs CFA. This claim being more than 5.000.000 frs this Court therefore on the point has jurisdiction to hear this application.

This arbitral award that this Court is called upon to recognise and enforce was made in London. Has this Court the jurisdiction to enforce that award? The application relied on the Convention on the Recognition and Enforcement of Foreign Arbitral awards New York 1958, Article 11 of the Charter of Investment in Cameroon Law N° 2002/004 of 20/4/2002 and Articles 30, 31 and 34 of the Uniform code OHADA (sic). This Court has not been called upon to determine the issues between the parties. This has been done in Exhibit B. This Court has been seized to recognise and enforce Exhibit B. I now turn to the above cited Laws to see if this Court has the jurisdiction and power to recognise and enforce Exhibit B.

The Convention on the recognition and Enforcement of Foreign Arbitral Awards New York 1958 has been signed by many States that have opted to be bound by it. The Republic of Cameroon is a signatory and therefore a member bound by it. The Republic of Cameroon is a signatory and therefore a member bound by its Article 1 states inter alia "This Convention shall apply to the recognition and enforcement of arbitral awards made in a territory of a State other than the State where the recognition and enforcement of such awards are sought, arising between persons whether physical or legal…." Article 111 states inter alia, "Each contracting State shall recognise Arbitral awards as binding and enforce them in accordance with the rules of procedure of the territory where the award is relied upon….The meaning of Article 1 and 111 therefore is that Cameroon having signed the New York Convention of 1958 is bound to recognise and enforce arbitral awards made in another contracting State other than Cameroon and consider them binding and enforce them in accordance with the rules of procedure of this country. Exhibit B is an arbitral award made in London. London is in England. England is part of the United Kingdom. The United Kingdom is a signatory and member of the New York Convention of 1958. Exhibit B having been made in a contracting State to wit United Kingdom the Republic of Cameroon being another signatory is bound to consider Exhibit B binding and as such she is equally bound to recognise and enforce Exhibit B. Arbitral awards are enforced by the Courts. Exhibit B does not state the Court before which it has to be enforced. The New York Convention itself merely states that an arbitral award shall be recognised and enforced by contracting States other-than those which it was made. It does not

specify the Court in a particular State. It pertain therefore that the Recognition and Enforcement of an arbitral award made be made before any Court of The Republic of Cameroon that has the competence financially to enforce it. The parties have decided to come before High Court of Fako Buea. The High Court of Fako is a Court of The Republic of Cameroon. The amount on the award falls within the competence of this Court. I therefore hold that this Court is competent to entertain this Application. To further buttress this fact, Law n° 2002/004 of 19/04/02 states in Article 11 that the State of Cameroon is party to Bilateral and Multilateral agreements in matters of guaranteeing investment and that it adheres to notably the New York Convention on the recognition and enforcement of arbitral awards made internationally under the auspices of the United Nations. Another factor to consider in this area of jurisdiction is that the contract Exhibit A was made in Limbe. The defendant is in Limbe in the Fako Judicial Division. The Law is that in any Civil matter, the competent jurisdiction is that of the Defendant. The Respondent being in Fako Division gives this Court the jurisdiction to entertain this Application. Finally under Articles 33 of the Uniform Code OHADA, foreign Writs and decision as well as arbitration awards declared enforceable by a Court decision not liable to any remedy at Law suspending execution of the State in which the Writ is invoked shall constitute Writs of execution. Cameroon signed the OHADA treaty and is bound by it. The treaty as per Article 33 recognises arbitral awards for execution. By Article 33 of OHADA this action is also proper before this Court.

Having satisfied myself therefore that this Court has jurisdiction to recognise and enforce Exhibit B. I find no reason to refuse its recognition and enforcement as there is no lack of capacity on the part of the parties and the agreement is valid. The party against whom the award was made was given proper notice of appointment of an arbitrator as stated in Exhibit B. The award deals with a difference contemplated by the parties and falls within the terms of the submission to arbitration. It does not also contain decisions on matters beyond the scope of the submission to arbitration.

Articles iv of the New York Convention 1958 states that to obtain the recognition and enforcement of an arbitration award, the party applying for recognition and enforcement shall at the time of application supply (a) the duly authenticated original award or duly certified copy thereof. (b) The original agreement referred to in Article II or a duly certified copy thereof. The applicant has satisfied this condition by supplying these two documents that are in evidence here as Exhibit A and B.

The world today is fast moving into an age of globalisation. The mode of civilisation has changed. The world economy is seeking for more and more protection. Nations are getting closer through Convention and agreements. Investors want to protect investments. To this end, Nations are signatories to Conventions and agreements. It will be nonsensical and counter productive for any Nation to sign a Bilateral or Multilateral Convention and thereafter turn round to say that it cannot be bound by it. That will be an affront to its dignity and sovereignty. Fore once a nation signs a Convention, it must ensure that it adheres to it and where that Convention must be enforced by the Court the courts must do so to protect the honour and dignity and prestige of that country. The time has come when the Courts must give meaning to the Conventions and treaties that we go into. National integrity must supersede undue protectionism. This country is a civilised country with a decent international reputation. To refuse to adhere to Conventions, agreements and treaties it had signed as a member will be depriving itself of the pride and envy that the world has of it as a peaceful and Law abiding nation.

From the foregoing, I find merit in this Application and I here grant Applicant's prayer and order as follows:

(1) That the Arbitral Award made in Exhibit B between the parties herein African Petroleum Consultants (APC) and Société Nationale de Raffinage SONARA is here recognised and Enforced.

(2) That the Respondent Société Nationale de Raffinage is here ordered to pay the Arbitral Award of 2,724,800 US Dollars that is 1,989,104,000 f cfa to Applicant African Petroleum Consultants APC immediately they are served this Ruling.

(3) That failure to pay this amount in the Arbitral Award, the Respondent SONARA shall pay interest on that amount on the current bank rate till the amount is paid.

(4) There is no order as to cost.

WHEREFORE, the President of the Republic of Cameroon commands and enjoins all Bailliffs and Process Servers to enforce this Ruling, the Procureur General and the State Counsel to lend them support and all Commanders and Officers of the Armed Forces to lend them assistance when so required by Law.

"IN WITNESS WHEREOF, the present Ruling has been signed by the President and the Registrar-In-Chief of this Court".

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