



# Wealmoor Case: Court Clarifies “Event” in Air Carriage of Perishable Cargo

The Commercial Court has provided important guidance on the meaning of an “event” under Article 18(1) of the Montreal Convention. The judgment is of particular interest to those involved in the international carriage of perishable goods.

## Background

[Wealmoor Ltd](#) arranged for a shipment of fresh green asparagus to be flown from Peru to London with KLM. When the cargo arrived, it was spoiled. The waybill specified that refrigeration should be maintained throughout the journey. However, during the trip, the cooling system was switched off at several points — including during descents into Quito, Miami, and Amsterdam, as well as while the asparagus remained on the aircraft at certain stops. The cargo was also exposed to higher-than-optimal temperatures.

## The Issues

Article 18(1) of the [Montreal Convention](#) makes the carrier liable for cargo damage if the incident that caused the loss occurred during carriage. KLM disputed liability, contending either that (i) no “event” within the meaning of the Article had taken place, or alternatively that:

1. The asparagus deteriorated because of its own inherent vice; or
2. The packaging material (“malla raschel”) amounted to defective packing under Article 18(2)(b).

## The Court’s Decision

The Court decided that “event” under Article 18 has a broader meaning than “accident” under Article 17. It need not be extraordinary or unexpected, but must be something external to the damage itself. On that basis, the

intentional shutting down of refrigeration, even if it was standard airline practice, qualified as an “event.” Prolonged exposure of the asparagus to excessive ambient heat also counted as such.

On the argument of inherent vice, the Court rejected the airline’s position as the asparagus was in good condition when handed over to the carrier. While the ideal range was 0–2°C, the Court accepted that this was impractical for air transport, and that carriage within 2–8°C was industry standard. Hence, the cargo was exposed to higher-than-optimal temperatures.

Finally, the Court dismissed the defective packing defence. The use of malla raschel was common industry practice in Peru, required for compliance with local regulations and had not contributed to the loss.

## Why This Matters

The decision makes clear that carriers cannot rely on “customary practice” as a defence to liability. Even routine actions such as disabling refrigeration systems during descent may constitute an “event” if they result in cargo damage. The judgment also emphasised that the exceptions of inherent vice and defective packing will be applied narrowly. Goods that are sound when handed over, and packed in line with accepted industry methods, remain within the protection of the Convention.

For cargo owners, the decision reinforces the importance of specifying clear carriage conditions on the air waybill and gathering evidence of [compliance](#). For carriers, it underlines the risks of operational practices that conflict with contractual conditions, even if they reflect widespread industry practices.

## Need Advice?

Lester Aldridge is one of the few law firms outside of London with an in-depth understanding of aviation law, plus the expertise and experience to offer specialist advice.

For further enquiries, please get in touch with us at [online.enquiries@LA-law.com](mailto:online.enquiries@LA-law.com) or speak to our [Aviation](#) team directly.

[1] [Wealmoor Ltd v KLM Cia Real Holandesa de Aviacion \[2025\] EWHC 1706 \(Comm\)](#)