

# INTERNATIONAL COMMERCE CASE DATA BASE



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TOPIC INDEX	CASE NAME ( <i>Hyperlinked – word version only – not available in pdf</i> ) - CITATION : ( <i>On-line web source</i> ) : <b>Bullet point summary.</b>	JUDGE	Year/M/D	COURT
<b>Agency : authority : fraud</b>	<b>Armagas Ltd v Mundogas (The Ocean Frost) [1985] UKHL 11 : Bailli</b> Whether an individual (Vice President of Mundogas) had authority to fraudulently bind the company to a three year charterparty. It was a condition of purchase of the vessel that M charter-back for 3 years. When the charterparty market collapsed the company believing it was subject to a 1 year charter returned the vessel. Was there a breach of the 3 year charterparty?	Keith Lord Brandon Lord Templeman Lord Griffiths Lord Oliver Lord	1985.05.22	House of Lords
<b>Agency : privity</b>	<b>Rolls-Royce Power Eng. v Ricardo Consulting Eng. [2003] EWHC 2871 (TCC) : bailli</b> The claimants failed to establish that they were the agency principals in a contract negotiated by a subsidiary company. In consequence by operation of the Doctrine of Privity they were unable to sustain a claim for breach of contract against the defendants.	Seymour HHJ Richard	2003.12.02	TCC
<b>Agreement : minimum terms for a contract</b>	<b>Hillas (WH) &amp; Co Ltd v Arcos Ltd [1932] UKHL 2 : Bailli</b> Essential terms required to constitute a valid enforceable contract : adequate and final description of the subject matter.	Tomlin Lord ; Warrington Lord ; Thankerton Lord ; Macmillan Lord ; Wright Lord.	1932.07.05	House of Lords
<b>Anticipatory repudiatory breach</b>	<b>Gulf Agri Trade Fzco v Aston Agro Industrial AG [2008] EWHC 1252 (Comm) : Baillii</b> Did a notice of breach - given under the mistaken belief that shipment had not occurred on time - amount to a breach of contract that could be accepted by the other side? Held - YES. Could it be withdrawn? No.	Aikens Mr Justice	2008.06.06	Commercial Court
<b>Anticipatory repudiatory breach</b>	<b>Mihalis Angelos : Maredelanto Compania Naviera SA v Bergbau-Handel GmbH [1970] EWCA Civ 4 : Bailli</b> Anticipatory repudiatory breach of contract - charterparty - assessment of damages.	Denning MR Lord; Edmund Davies LJ; Megaw LJ.	1970.07.01	CA
<b>Anti-suit injunction &amp; 3<sup>rd</sup> party interests</b>	<b>Verity Shipping SA v Norexa [2008] EWHC 213 (Comm) : Bailli</b> Charterparty and bills of lading. Anti-suit refused because it would impact adversely on 3 <sup>rd</sup> party rights – where the third parties were not parties with notice to arbitration proceedings.	Teare Mr Justice	2008.02.13	Commercial Court

<b>Arrest : s20 s21 Supreme Court Act 1980</b>	<b>MSC Mediterranean Shipping Company SA v "Tychy", Owners Of Ship [2001] EWCA Civ 1198 : Bailli</b> Successful appeal against determination of admiralty jurisdiction under s21 Supreme Court Act 1980. Case sent back to court to determine whether liability lay in a personam action for unpaid slot hire.	Phillips Lord; Jonathan Parker LJ; Mustill Lord.	2001.07.24	CA
<b>Arrest : s20 s21 Supreme Court Act 1980</b>	<b>MSC Mediterranean Shipping Company SA v Owners Of Ship "Tychi" [1999] EWCA Civ 1150 : Bailli</b> Failed appeal against the arrest of chartered vessel by owners for non-payment of slot charter hire. Whether charterer beneficial owner etc. s20 and 21 Supreme Court Act 1980. Actions in rem and personam.	Otton LJ ; Waller LJ; Clarke LJ.	1999.03.31	CA
<b>Bailment &amp; tort</b>	<b>Aliakmon : Leigh &amp; Sullivan Ltd v Aliakmon Shipping Co Ltd [1985] UKHL 10 : Bailli</b> Liability of a carrier to a shipper in bailment & tort : Liability of carrier for rusted cargo to purchaser in tort where property did not pass by virtue of the Bill of Lading under s1 BLA 1855.	Keith Lord Brandon Lord Brightman Lord Griffiths Lord Ackner Lord	1985.04.24	House of Lords
<b>Bailment : damages</b>	<b>Sony Computer Entertainment UK Ltd v Cinram Logistics UK Ltd [2008] EWCA Civ 955 : Bailli</b> Damages for loss of goods by bailee : where goods are in short supply relative to demand, damages will include lost profit and not simply the cost of replacing the goods : Warehouse lost, through third party fraud, a consignment of computer cards.	Rix LJ; Wilson LJ; Rimer LJ.	2008.08.08	CA
<b>Battle of the forms</b>	<b>Butler Machine Tool Co Ltd. v Ex-Cell-O Corp (England) Ltd. [1977] EWCA Civ 9 : bailli</b> Battle of the forms : whether or not a price variation provision incorporated into the contract.	Lord Denning MR; Lawton LJ; Bridge LJ.	1977.04.25	CA
<b>Best endeavours</b>	<b>Tahmassebi v Persia International Bank Plc [2007] EWHC 1751 (QB) : Bailli</b> Meaning of the phrase "To use best endeavours" in a contract. Interpretation of applicant upheld - but failure to establish breach.	Davis Mr Justice	2007.07.23	QBD Commercial Court
<b>Bill of lading : Ante-dated</b>	<b>Huyton SA v Jakil SPA [1998] EWCA Civ 525: bailli</b> Ante-dated bill of lading : whether right to reject. Damages claimed for lost profit incurred from onselling cargo. Inordinate delay and want of prosecution following application to appeal.	Roch LJ; Aldous LJ; Brooke LJ.	1998.03.24	CA
<b>Bill of Lading : Arbitration : Part 20 defendants</b>	<b>Petroleo Brasileiro SA v Mellitus Shipping Inc [2001] EWCA Civ 418</b> Stay to arbitration s9. Part 20 defendants to a charter party action cannot seek a stay on grounds of arbitration clause in bills of lading. Court had the jurisdiction over the action to which they could be validly enjoined.	Potter LJ; Sedley LJ; Jonathan Parker LJ.	2001.03.29	CA
<b>Bill of lading : arbitration clause</b>	<b>Welex A.G. v Rosa Maritime Ltd. [2003] EWCA Civ 938</b> 1st instance decision that a bill of lading contained an arbitration clause : NYCEAA applied : anti-suit injunction against Polish proceedings. Appeal rejected.	Brooke LJ; May LJ; Tuckey LJ.	2003.07.03	CA
<b>Bill of lading : arbitration clause</b>	<b>Siboti K/S v BP France SA [2003] EWHC 1278 (Comm) : bailli</b> Reaffirmed that express wording in a bill of lading is required to incorporate arbitration clause into a bill of lading. <i>The Merak, The Varenna</i> and <i>The Federal Bulker</i> applied. Refusal to enforce arbitration award.	Gross Mr Justice	2003.06.11	QBD Commercial Court
<b>Bill of lading : arbitration clause</b>	<b>Anglia Oils Ltd v. The Owners/Demise Charterers of Marine Champion [2002] EWHC 2407 (Admiralty) : Westlaw</b> Bill of lading dispute : Stay granted to New York arbitration : application for summary judgement refused.	Gross Mr Justice	2002.10.10	Admiralty
<b>Bill of lading : arbitration clause</b>	<b>Welex AG v Rosa Maritime Ltd. [2002] EWHC 762 (Comm) : bailli</b> Incorporation of arbitration clause from charterparty into bills of lading.	Steel Mr Justice David	2002.04.25	Commercial Court

<b>Bill of Lading : Arbitration clause</b>	<b>Major Shipping Co Ltd v Cosco Feoso (Singapore) Ltd [1998] EWCA Civ 1373 : bailli</b> Whether actions on two bills of lading or replacement bills of lading to be pursued by arbitration – UK Law and arbitration – or litigation in Singapore : Held : Injunction – in support of arbitration.	Morritt LJ ; Sir Christopher Staughton	1998.07.31	CA
<b>Bill of Lading : arbitration Clause – tort &amp; bailment</b>	<b>Delos, owners of cargo v Delos Shipping Ltd [2001] EWHC 486 (Comm) : bailli</b> Incorporation of arbitration clause into bills of lading and whether scope extended to tort and bailment. The terms “all disputes whatsoever” was wide enough to encompass tort and bailment. Stay granted.	Langley Mr Justice	2001.01.31	Commercial Court
<b>Bill of lading : Charterers bill</b>	<b>LPG Shipping Ltd v Worldwide Panama Shipping Inc [1997] EWCA Civ 2747 : Bailli</b> Charterers bills of lading in lieu of original owners bills of lading - whether owner could refuse to discharge : Court at first instance and CA on appeal ordered owner to proceed to discharge.	Brooke LJ; Sir Brian Neill	1997.11.18	CA
<b>Bill of lading : Charterers bill Liability in tort</b>	<b>Starsin, Owners of cargo v Starsin, Owners &amp;/or demise charterers of [2003] UKHL 12 : Bailli</b> Test to determine between owners and charterers bills of lading. Tortious liability of owner in tort – impact of HVR.	Bingham; Steyn; Hoffmann; Hobhouse; Millett.	2003.03.13	House of Lords
<b>Bill of lading : Charterers bill Liability in tort</b>	<b>Starsin, Owners of cargo v Starsin, Owners &amp;/or demise charterers of [2003] UKHL 12 : Bailli</b> Test to determine between owners and charterers bills of lading. Tortious liability of owner in tort – impact of HVR.	Morritt VC Sir Andrew ; Chadwick LJ; Rix LJ.	2001.01.23	CA
<b>Bill of lading : Charterers bill: Liability in tort</b>	<b>Starsin, Owners of cargo v Starsin, Owners &amp;/or demise charterers of [1999] 2 All ER (Comm) 591</b> Test to determine between owners and charterers bills of lading. Tortious liability of owner in tort – impact of HVR.	Colman HHJ	1999.07.16	Commercial Court
<b>Bill of lading : Clean and claused</b>	<b>Sea Success Maritime Inc v African Maritime Carriers Ltd. [2005] EWHC 1542 (Comm)</b> Point of Law : meaning of “clausing” re bill of lading. Arbitrator correctly held that whilst “clausing “ is not a term of art, in the circumstances a master could make reservations on a bill of lading, as opposed to clausing the bill or rejecting the cargo.	Aiken Mr Justice	2005.07.15	QBD Commercial Court
<b>Bill of Lading : False date</b>	<b>Standard Chartered Bank v Pakistan National Shipping Corporation [2001] EWCA Civ 55 : bailli</b> Fraudulently dated bill of lading : Unsuccessful appeal against liability in fraud & deceit.	Henry LJ; Potter LJ; Mr Justice Wall.	2001.01.26	CA
<b>Bill of Lading : False date</b>	<b>Standard Chartered Bank v Pakistan National Shipping Corp [2000] EWCA Civ 230 : bailli</b> False date in bill of lading : Liability of owner to confirming bank. Non-conforming documents.	Aldous LJ; Ward LJ; Sir Anthony Evans.	2000.07.27	CA
<b>Bill of lading : False date</b>	<b>Standard Chartered Bank v Pakistan National Shipping Corp (2) [1999] EWCA Civ 3028 : Bailii</b> Fraudulently dated b/l : late presentation of documents outside DC Does the same rigorous standard as to the accuracy of statements made in the course of the letter of credit transaction apply to the bank, as it applies to the master and agents of the shipowner? If it does, and the bank is liable or potentially liable for deceitful conduct, what is the effect, if any, on the bank's right to recover damages from the shipowner?.	Evans LJ; Aldous LJ; Ward LD	1999.12.03	CA
<b>Bill of lading : Fraud</b>	<b>Mediterranean Shipping Co SA v Trafigura Beheer BV [2007] EWCA Civ 794: Bailli</b> Fraudulent Bills of Lading. Shipowner liability : Tuckey LJ : Longmore LJ; Lloyd LJ. 27th July 2007	Longmore LJ; Lloyd LJ; Tuckey:LJ	2007.07.27	CA

<b>Bill of lading : Fraud</b>	<b>Trafigura Beheer BV v Mediterranean Shipping Co SA [2007] EWHC 944 (Comm) : Bailli</b> Fraudulent Bills of Lading. Shipowners liability : Mr Justice Aikens. 26th April 2007	Aikens Mr Justice	2007.04.26	Commercial Court
<b>Bill of lading : Fraud</b>	<b>Niru Battery Manufacturing Co v Milestone Trading Ltd [2003] EWCA Civ 1446: Bailli</b> False bill of lading : goods not taken into charge : liability of issuer of bill in damages and liability of credit bank - in restitution : Seller received funds but failed to ship goods. Fraud & deceit considered.	The President; Clarke LJ; Sedley LJ..	2003.10.23	CA
<b>Bill of lading : LOI</b>	<b>Farenco Shipping Co.Ltd. v Daebo Shipping Co.Ltd. [2008] EWHC 2755 (Comm) : Bailli</b> Delivery without bill of lading. Charterers letters of indemnity and instructions to deliver to K. It is not clear who the cargo was in fact delivered to - a fact yet to be determined. LOI conditional on delivery to K.	Teare Mr Justice	2008.11.11	Commercial Court
<b>Bill of lading : Misdelivery</b>	<b>East West Corporation v DKBS 1912 [2002] EWHC 83 (Comm) : Bailli</b> Delivery without production of bills of lading : HVR & Hamburg : Title of shipper to sue.	Thomas Mr Justice	2002.02.07	Commercial Court
<b>Bill of lading : Misdelivery</b>	<b>BMG Trading Ltd v A S McKay Ltd [1997] EWCA Civ 2406 : bailli</b> Wrongful delivery without production of bill of lading.	Butler-Sloss LJ; Phillips LJ; Buxton LJ.	1997.10.03	CA
<b>Bill of lading : Misdelivery</b>	<b>Kanematsu (Hong Kong) Ltd v Eurasia Express Line (A Body Corporate) [1997] EWCA Civ 2354 : Bailli</b> Mis-delivery without production of bill of lading.	Nourse LJ; Evans LJ.	1997.09.18	CA
<b>Bill of lading : misdelivery</b>	<b>P &amp; O Nedlloyd B.V. v Utaniko Ltd. [2003] EWCA Civ 83 : Bailli</b> Misdelivery without production of bills of lading.	Brooke LJ; Laws LJ; Mance LJ.	2003.02.12	CA
<b>Bill of lading : Misdelivery – wrong port</b>	<b>Ascot Commodities NV v. Olam International Ltd [2002] C.L.C. 277 : Westlaw</b> Rice delivered to wrong port. Damages assessed qua owner of rice whereas the claimant merely held the bills of lading as a security. Appeal to GAFTA board which failed to deal with the difference between loss of an owner and one holding a mere security. Award set aside. A serious irregularity with likely serious consequences.	Toulson Mr Justice	2001.11.08	Commercial Court
<b>Bill of lading : misdelivery : non- production of b/l</b>	<b>United Arab Shipping v Galleon Industrial Ltd [2000] EWHC 202 (Comm) : Bailli</b> Delivery to consignee without production of bill of lading : consignee had not paid on endorsement and not entitled to receive cargo : English Law - option of UAE or England jurisdiction. Conflicts - world wide freezing order against Lebanese proceedings.	Moore-Bick Mr Justice	2000.12.18	Commercial Court
<b>Bill of lading : Misdelivery forged bills of lading</b>	<b>Motis Exports Ltd v Dampskibsselskabet Af 1912 Aktieselskab [2001] EWHC 500 (Admlty) : Bailli</b> Liability of carriers for misdelivery of goods induced by the production of forged bills of lading. Held : The deception does not afford the defendants a valid defence.	Moore-Bick Mr Justice	2001.02.28	Admiralty
<b>Bill of lading : misstatement</b>	<b>Sabo SA v United Arab Shipping Company (SAG) [2005] EWHC 307 (Comm) : Bailli</b> Shipper privy to misrepresentations in B/L as to name of feeder vessel - and through shipment : aimed at deceiving banks and endorsees. Accordingly shipper did not rely on misstatements in bills of lading and had no course of action.	Cooke Mr Justice	2005.03.03	Commercial Court
<b>Bill of Lading : rejection for late shipment - freight</b>	<b>Evergreen Marine Corp v Aldgate Warehouse (Wholesale) Ltd. [2003] EWHC 667 (Comm): Bailli</b> Late shipment : rejection of bills of lading : Action to recover freight and demurrage on containers stranded at port of delivery. Assertion that a loyalty agreement overrode the bills of lading conditions rejected.	Moore-Bick Mr Justice.	2003.03.28	Commercial Court

<b>Bill of Lading : s3 COGSA 1992</b>	<b>Borealis AB v Stargas Ltd [1998] EWCA Civ 1337 : bailli</b> Continuing dispute as to right of suit, both in litigation and arbitration, against interim holder of a bill of lading under s3 COGSA 1992.	Millet LJ; Schiemann LJ; Sir Brian Neill.	1998.07.30	CA
<b>Bond – legality of drawdown</b>	<b>Tradigrain v State Trading Corporation of India [2005] EWHC 2206 (Comm)</b> Tribunal erred in finding that a seller is not entitled to immediate repayment of excessive monies drawn down on a bond, in the absence of proof that it is the seller and not an intermediary bank, that is out of monies. There was no need to make a Trust Order in respect of the repayment proceeds. Order that award be redrafted to order immediate payment. Challenge to jurisdiction rejected since parties had taken part without objecting.	Clarke Mr Justice Christopher	2005.10.19	QBD Commercial Court
<b>Bunkers – quantity &amp; redelivery</b>	<b>Georgian Maritime Corp Plc v Sealand Industries (Bermuda) Ltd [1998] EWCA Civ 861 : bailli</b> Legality of cancellation of slot charter.	Hobhouse LJ; Waller LJ; Robert Walker LJ	1998.05.20	CA
<b>Cancellation fee - charter</b>	<b>Great Peace Shipping Ltd. v Tsavlis (International) Ltd [2002] EWCA Civ 1407 : Bailli</b> Cancellation fee in respect of a charter.	Phillips MR Lord; May LJ; Laws LJ.	2002.10.14	CA
<b>Cargo certificate Loading - finality</b>	<b>Exxonmobil Sales and Supply Corporation v Texaco Ltd. [2003] EWHC 1964 (Comm): Bailli</b> Joint quality certificate on loading : Texaco rejected cargo as non-compliant on discharge : Held : Texaco subject to the final quality certificate on loading. Breach of contract.	Teare QC Nigel.	2003.08.01	Commercial Court
<b>Cargo Certificate Pre-shipment</b>	<b>AIC Ltd v ITS Testing Services (UK) Ltd : The Kriti Palm [2006] EWCA Civ 1601 : Bailli</b> ITS used the wrong test for oil and certified it as contract compliant : Was ITS liable for losses sustained due to problems at discharge? Held by majority decision - YES. Finding of deceit overturned - but liability for concealment : Was time bar missed - NO.	Buxton LJ; Rix LJ; Sir Martin Nourse.	2006.11.28	CA
<b>Cargo certification Discharge</b>	<b>Petrotrade Inc v Texaco Ltd [2000] EWCA Civ 512 : Bailli</b> Whether consignment up to standard : oral contract - supplemented by written exchanges : determination of terms of contract.	Woolf MR Lord; Clarke LJ; Latham LJ.	2000.05.23	CA
<b>Cargo certification Discharge</b>	<b>Petrotrade Inc v Texaco Ltd [1999] EWHC 291 (Comm) : Bailli</b> Discharge certificate : finality : Application for summary judgement refused. Arguable defence that certificate specifying 60 flashpoint rather than 60 minimum flashpoint not a valid / compliant certificate.	Langley Mr Justice	1999.12.21	QBD Commercial Court
<b>Cargo damage : Freezing order</b>	<b>Congentra AG v Sixteen Thirteen Marine SA [2008] EWHC 1615 (Comm) : Bailli</b> Cargo claim - wetted grain : charterparty : Unsuccessful application by owner to discharge freezing order – secured in support of arbitration proceedings.	Flaux Mr Justice	2008.07.15	Commercial Court
<b>Cargo damage by fire – causation -</b>	<b>Thyssen Canada Ltd. v Mariana Maritime SA [2005] EWHC 219 (Comm)</b> Claim for cargo damage by fire. S80(5) extension of time in respect of s70(3) 28 day time limit to appeal. Tribunal found that no evidence of unseaworthiness. During the arbitration the claimants had alleged either unseaworthiness or deliberate fire to claim a ctl. They now sought to establish that the loss was due to sparks from hot works and alleged the owners lied about their speculated reasons for the fire, viz a discarded cigarette by a stevedore. Held : Whether or not hot works caused the fire is no longer relevant. Should have been adduced before tribunal. Appellants had not established that the owners had lied or deceived the tribunal. Challenge an abuse of process. No extension of time given.	Cooke Mr Justice	2005.02.23	QBD Commercial Court



<b>Cargo damage by fire – causation - demurrage</b>	<b>Jones &amp; Co Ltd v Vangemar Shipping Co Ltd. "The Apostolis" [2000] EWCA Civ 213 : Bailli</b> Fire damage to cargo - demurrage : liability of owner / merchant : causation - welding or stevedores discarding cigarette butt. HVR.	Waller LJ; Laws LJ; Sir Christopher Staughton.	2000.07.11	CA
<b>Cargoworthiness</b>	<b>Golden Fleece Maritime Inc v ST Shipping and Transport Inc [2008] EWCA Civ 584 : bailli</b> Seaworthiness : Cargo Worthiness : Time Charter. Changes to the law meant that a chartered vessel was no longer legally fit to carry its intended cargo - without undergoing refitting. Held : Shipowner in breach of charter.	MR; Longmore LJ; Lawrence Collins LJ.	2008/05/23	CA
<b>Cargoworthiness</b>	<b>Kamilla Hans-Peter Eckhoff KG v AC Oerssleff's EFTF A/B [2006] EWHC 509 (Comm) : Bailli</b> Whether unseaworthiness the proximate cause of loss. 1% of cargo damaged by badly fitted hold covers : clear case of unseaworthiness. To compound matters despite separating out damp cargo Algerian port authorities refused discharge. Did the unseaworthiness lead to the refusal and loss. Arbitrators held yes. Court agreed the correct test applied.	Morison Mr Justice	2006.03.15	Commercial Court
<b>Cargoworthiness</b>	<b>Bottiglieri di Navigazione SpA v. Cosco Qingdao Ocean Shipping Company [2005] EWHC 244 (Comm) : Westlaw</b> Cargo – worthiness – warranty – only applies on delivery : if right to clean not asserted on delivery right to off hire is waived: charterer loaded initial cargo – but had to have hold cleaned before a grain cargo could be loaded. Held : not off hire – no deduction allowed. Award upheld.	Gloster Mrs Justice	2005.02.04	Commercial Court
<b>Cargoworthiness</b>	<b>Torch Offshore Llc v Cable Shipping Inc. [2004] EWHC 787 (Comm)</b> Vessel chartered for pipe laying was not able to support the necessary tackle without reinforcement. Damages awarded to cover cost of reinforcement and 11 days lost time. Did the arbitrator fail to deal with issue of cancellation on grounds of innocent misrepresentation or get the law wrong? Held : No on both accounts. Challenge failed.	Cooke Mr Justice	2004.04.07	QBD Commercial Court
<b>Cargoworthiness</b>	<b>Vinmar International Ltd. v Theresa Navigation SA [2001] EWHC 497 (Comm) : Bailli</b> Uncargoworthiness : Carrier admitted vessel was uncargoworthy for ethelyne due to contamination : during loading an early test indicated contamination : was the cargo owner responsible for further contamination by continuing to load. Court held : Shipper put in a dilemma by carrier - carrier liable.	Tomlinson Mr Justice	2001.03.09	Commercial Court
<b>Cargoworthiness : clean holds : pre-inspection</b>	<b>Alphapoint Shipping Ltd v. Rotem Amfert Negev Ltd, Dead Sea Works v Agios Dimitrios [2004] EWHC 2232 (Comm)</b> Point of law : Does a provisional inspection certificate regarding holds of a vessel waive right to clean holds : Arbitrator held no. Court agreed. Even if there had been serious irregularity regarding trial of this issue – no injustice suffered since charterer had right to compensation. Challenges failed.	Colman HHJ	2004.10.08	Commercial Court
<b>Cargoworthiness Burden of Proof – test to be applied</b>	<b>Upstate Ltd v BHW Refrigeration &amp; Air Conditioning Ltd [2005] EWHC 2968 (TCC) : Bailii</b> Burden of Proof - Test to be applied : Refrigeration unit failed - contents damaged : Who was responsible for the failure - client or maintenance supplier? Claimant failed to show why it failed or to establish that defendant was responsible. Actual cause of failure never established.	Toulmin CMG QC. HHJ John	2005.12.21	TCC

<b>Cargoworthiness Cargo care : heating of cargo</b>	<b>Icon Navigation Corp v Sinochem International Petroleum (Bahamas) Co. Ltd. [2002] EWHC 2812 (Comm) : bailli</b> Court sets out the correct procedures and circumstances for using s68 & s69. On the facts an appeal against a finding of the tribunal that there was no duty to load an oil cargo at the temperature at which the owners had to maintain it was upheld. In consequence the charterers were liable for additional freight for cargo not discharged : counterclaim for short delivery failed. Challenge to arbitrators interpretation of contract – was there a duty to load a cargo at 95 <sup>o</sup> placed on the charterer before the shipowner’s duty to maintain that temperature arose. Secondary s68 challenge to the case management of the arbitration – should the tribunal have ensured that the question of whether or not loading temperature was a duty have been addressed head on in the hearing to ensure both parties a fair representation?	Moore-Bick Mr Justice	2002.12.19	QBD Commercial Court
<b>Change of voyage : bunkers</b>	<b>Antiparos ENE v SK Shipping Co Ltd [2008] EWHC 1139 (Comm) : Lexis Nexis</b> Impact of change of voyage instructions on bunkering costs : Held : Increased cost fell to charterer’s account.	Smith J Andrew	2008.05.23	Commercial Court
<b>Charterparty Cancellation – damages</b>	<b>Golden Strait Corporation v Nippon Yusen Kubishika Kaisha "The Golden Victory" [2005] EWHC 161 (Comm)</b> Agreed appeal : Is assessment of damages a one off assessment made at time of breach or should it take into account any subsequent event that would have resulted in cancellation eg in the event of war where the charterparty was subject to a war clause. Held : The assessment should take into account the war since otherwise recovery would be greater than the actual loss of profit since the war would have ended the charter prematurely in any case.	Langley Mr Justice	2005.02.15	QBD Commercial Court
<b>Charterparty Cancellation under war clause</b>	<b>CMA CGM S.A. v Beteiligungs-Kommanditgesellschaft MS 'Northern Pioneer' [2002] EWCA Civ 1878</b> Question : Whether or not charterers had validly cancelled charters under War Cancellation Clauses. Tribunal found cancellation invalid. Decision upheld by the CA.	Lords Phillips MR; Rix LJ; Dyson LJ.	2002.12.18	CA
<b>Charterparty condition EXXON Approval</b>	<b>B S &amp; N Ltd (BVI) v Micado Shipping Ltd (Malta) [2000] EWCA Civ 296: Bailli</b> Charterparty required owner to secure EXXON acceptance certificate within 60 days of charter and to reinstate within 30 days if approval lapsed. Held : Condition giving right to repudiate charter and return vessel.	Waller LJ; Rix LJ; Jonathan Parker LJ.	2000.11.22	CA
<b>Charterparty terms : pain &amp; gain</b>	<b>Golden President Shipping Corporation v Bocimar NV [2008] EWHC 130 (Comm) : Bailli</b> Whether or not the terms of a contract made years 6 & 7 subject to pain and gain provisions and hence a share of profits. Award partially amended.	Cooke Mr Justice	2008.01.31	Commercial Court
<b>Clause 12 ICE</b>	<b>HumberOil Terminal Trustee Ltd v Sivand, Owners Of Ship [1998] EWCA Civ 100 : bailli</b> Damage by a vessel to harbour installations : Whether on the facts as found by the learned Arbitrator the respondents to this application and the claimants in the arbitration (whom I shall call ‘the contractors’), have encountered physical conditions which they could not reasonably have foreseen so as to entitle them to claims under clause 12 of the ICE conditions in contract or in tort.	Evans LJ : Hobhouse LJ; Pill LJ	1998.01.29	CA
<b>Conflicts - HVR</b>	<b>Pirelli Cables Ltd v United Thai Shipping Corporation Ltd [2000] EWHC 195 (Comm) : bailli</b> Conflicts : Choice of law - Thailand - HVR - Cargo damage. Application for stay to Thailand - implications for HVR time bar.	Langley Mr Justice	2000.05.07	Commercial Court
<b>Contract formation</b>	<b>Organic Group Ltd v Charterhouse Macmillan Group Inc [2007] EWHC 1275 (QB) : bailli</b> Whether or not the parties concluded a contract. Mr Justice Mackay. 1st May 2007	Mackay Mr Justice	2007.05.01	QBD Commercial Court
<b>Contract formation</b>	<b>J. Murphy &amp; Sons Ltd v. ABB Daimler-Benz Transportation (Signal) Ltd [1998] EWHC TCC 278: Bailli</b> Formation of contract.	Hick J	1998.12.02	TCC

<b>Contract formation : Offer and acceptance</b>	<b>Sudojo Consulting P/L v Africa Pacific Capital P/L [2008] NSWSC 353 : Bailli</b> Contract - Plaintiff and defendant agreed that they were parties to a consultancy agreement but disagree as to the precise terms - Letter/email later sent by plaintiff purporting to summarise terms agreed upon and seeking signature but never signed on behalf of defendant - Proceedings exemplify difficulties of pressing too far, the classical theory of contract formation based upon offer and acceptance in certain circumstances - Proceedings represent an example of a case where it is necessary to look at the whole of the relationship and not only at what was said and done when the relationship was first formed, it being the case that in an ongoing relationship, it is not always easy to point to the precise moment when the legal criteria of a contract have been fulfilled.	Einstein J	2008.04.24	NSWSC
<b>Contract formation Acceptance Conflicts :</b>	<b>Entores Ltd v Miles Far East Corporation [1955] EWCA Civ 3 : Bailli</b> Contract concluded by telex : where and when is a contract concluded when electronic communications are used ? Held : Where received - in this case London, so English Law applied - consent to issue writ out of jurisdiction.	Denning LJ; Birkett LJ; Parker LJ	1955.05.17	CA
<b>Contract Termination : repudiation</b>	<b>Stocznia Gdynia SA v Gearbulk Holdings Ltd [2008] EWHC 944 (Comm) : bailli</b> Distinction between terminating a contract on contract terms and terminating by acceptance of repudiatory breach. <i>United Dominions Trust (Commercial) Ltd v Ennis</i> [1968] 1 QB 54 applied.	Burton Mr Justice	2008/05/02	Commercial Court
<b>Contract termination : Repudiation - rejection</b>	<b>Vitol SA Geneva v. Norelf Ltd Bermuda [1996] C.L.C. 1159 : Westlaw</b> Whether an aggrieved party could ever as a matter of law accept a repudiation of a contract merely by himself failing to perform the contract : potentially late c.i.f. shipment – repudiation by buyer. Seller accepted repudiation – sold on and sued buyer for losses suffered during the transaction. HL confirmed court of 1 <sup>st</sup> instance ruling that acceptance by doing nothing viz not tendering b/l for endorsement can amount to acceptance of repudiation. NB – notice of repudiation arrived 4 days after the end of the contractual shipment period – and after the vessel had sailed with the cargo.	MacKay LC, Griffiths, Lord, Nolan Lord Steyn Lord Hoffmann Lord	1996.06.20	House of Lords
<b>Contract termination : Repudiation : conditions</b>	<b>Schuler AG v Wickman Machine Tools Ltd [1973] UKHL 2: Bailli</b> Whether term a condition breach of which giving rise to a right to repudiation	Reid Lord Morris Lord Wilberforce Lord Simon Lord Kilbrandon Lord	1973.04.04	House of Lords
<b>Currency of award</b>	<b>Lesotho Highlands Development Authority v Impregilo Spa [2003] EWCA Civ 1159</b> Currency in which award should be paid.	Brooke LJ Latham LJ Holman Mr Justice	2003.07.31	CA
<b>Dangerous cargo – damage to vessel</b>	<b>Primetrade AG v Ythan Ltd [2005] EWHC 2399 (Comm)</b> Existence of contract. Liability of holder of bill of lading for damage to vessel due to shipment of dangerous cargo.	Aikens Mr Justice	2005.11.01	QBD Commercial Court
<b>Dangerous cargo : deck cargo</b>	<b>Northern Shipping Company v Deutsche Seereederei GmbH [2000] EWCA Civ 400 : bailli</b> Dangerous cargo : deck cargo - container : undeclared unstable cargo exploded : liability for loss of vessel. Loss of cargo : loss of life.	Auld LJ; Brooke LJ; Hale LJ.	2000.03.03	CA



<b>Dangerous Cargo : Limitation CLC</b>	<b>CMA CGM S.A. v Classica Shipping Co Ltd. [2003] EWHC 641 (Comm)</b> Is a charterer entitled to limitation of liability in an action by an owner, pursuant to the Convention on Limitation of Liability for Maritime Claims 1976 No. Charter only entitled to limitation when acting qua owner. Dangerous cargo : vessel & cargo lost : Charterer found liable to owner - s69 AA 1996 appeal : Could charterer limit liability under the 1976 Convention on the Limitation of Liability for Maritime Claims. Held : No - shipping undeclared dangerous cargo in breach of charter acted as an exception to the application of the convention.	Steel Mr Justice David	2003.03.27	QBD Commercial Court
<b>Dangerous cargo HVR</b>	<b>Effort Shipping Company Ltd v. Linden Management SA and Others [1998] UKHL 1 : Bailli</b> Liability of shipper to carrier for shipping dangerous goods.	Goff Lord Lloyd Lord Steyn Lord Cooke Lord Clyde Lord	1998.01.22	House of Lords
<b>Dangerous Cargo Limitation CLC</b>	<b>CMA CGM S.A. v Classica Shipping Co Ltd. [2004] EWCA Civ 114 : Bailli</b> Shipment by charter of dangerous cargo : Held on appeal : Charterer could limit cargo claims under the Civil Liabilities Convention but not claims for damage to the vessel.	Waller LJ; Longmore LJ; Neuberger LJ.	2004.02.12	CA
<b>Date for assessment of damages</b>	<b>Carbopego-Abastecimento de Combustiveis SA v Amci Export Corporation [2006] EWHC 72 (Comm) : Lexis Nexis</b> Buyer exercised option to purchase two further shiploads of 150,000 tons coal. Contract duration 30 <sup>th</sup> March or until contract fulfilled. By 9 <sup>th</sup> August buyer forced to accept repudiation. Held : Relevant date for assessment 9 <sup>th</sup> August.	Aikens J	2006.01.30	Commercial Court
<b>Dead freight : safe port</b>	<b>AIC Ltd v Marine Pilot Ltd [2008] EWCA Civ 175 Bailli</b> Questions of law : entitlement to deadfreight and / or action for breach of safe port obligations in the alternative. Three consecutive voyage charterparties in Asbatankvoy form	Clarke MR Sir Anthony : Longmore LJ : Aldous Sir William	2008.03.07	CA
<b>Deck cargo</b>	<b>Daewoo Heavy Industries Ltd. v Klipriver Shipping Ltd. [2003] EWCA Civ 451: bailli</b> Whether a carrier by sea, who carries cargo on deck in breach of a contract of carriage which is governed by the old Hague Rules, can take advantage of Article IV rule 5 to limit his liability for loss or damage to that cargo. Appeal failed : Court noted Daewoo could have asked for the HVR or declared the value of the goods to ensure protection.	Aldous LJ; Judge LJ; Longmore LJ.	2003.04.03	CA
<b>Deck cargo</b>	<b>Daewoo Heavy Industries Ltd. v Klipriver Shipping Ltd. [2002] EWHC 1306 (Comm): bailli</b> Partial loss of cargo originally stowed but subsequently discharged at an intermediate port and reloaded as deck cargo : Hague & Hague Visby Rules : Limitation of liability to £100 per package : 26 of 34 excavators lost.	Langley Mr Justice	2002.07.11	Commercial Court
<b>Deck Cargo</b>	<b>James v Europe West Indies Lines (UK) Ltd [1997] EWCA Civ 2437 : Bailli</b> Duties of freightforwarder to make an appropriate contract of carriage : Whether EWI was in fact a freightforwarding agent or the carrier : Cargo shipped on deck and not insured. Held : James was the shipper - EWI not liable.	Millet LJ; Mummery LJ.	1997.10.08	CA
<b>Demurrage : laytime</b>	<b>Devenish Nutrition Ltd v Sanofi-Aventis SA (France) [2008] EWCA Civ 1086 : Bailli</b> Application to set aside the decision of Lewison J on a preliminary point of law and to establish the principle that in an action for breach of statutory duty the court can in appropriate circumstances make a restitutionary award, that is, a sum of money assessed by reference to the gain which the wrongdoer has made as a result of the wrong, in place of compensatory damages, that is, damages which compensate the claimant for loss suffered as a result of the wrongdoing.	Tuckey LJ; Arden LJ; Longmore LJ.	2008.10.14	CA
<b>Demurrage : notice</b>	<b>Portolana Compania Naviera Ltd. v Vitol S.A. Inc [2003] EWHC 1904 (Comm) : bailli</b> Demurrage : Notice of readiness.	Tomlinson Mr Justice	2003.07.29	Commercial Court

<b>Demurrage liability post determination</b>	<b>Odfjell Seachem A/S v Continentale des Petroles et d'Investissements [2004] EWHC 2929 (Comm)</b> Lexis Nexis Where a charterer unlawfully repudiated a charter liability for already accrued debts such as demurrage survived the repudiation.	Teare QC Mr Nigel	2004.12.15	Commercial Court
<b>Deviation</b>	<b>Islamic Investment Company ISA v Transorient Shipping Ltd [1998] EWCA Civ 1287 : bailli</b> Deviation : Cargo damage due to overheating.	Evans LJ; Henry LJ; Chadwick LJ.	1998.07.24	CA
<b>Deviation</b>	<b>C Czarnikow Ltd v Koufos (The Heron II) [1967] UKHL 4 : Bailli</b> Deviation : liability for fall in market price of cargo of sugar that took place during the extended period of the voyage.	Reid Lord ; Morris Lord ; Hodson Lord ; Pearce Lord ; Upjohn Lord.	1967.10.17	House of Lords
<b>Dispute : Meaning of :</b>	<b>Halki Shipping Corporation v Sopex Oils Ltd [1997] EWCA Civ 3062:</b> Bailii Principal authority of the meaning of what is a dispute – and relied upon as an authority in most of the adjudication cases where the meaning of a dispute is discussed.	Hirst LJ, Henry LJ, Swinton Thomas LJ	1999.12.19	CA
<b>Dispute : Meaning of : stay to arbitration s9</b>	<b>Halki Shipping Corporation v Sopex Oils Ltd [1997] 3 All ER 833 : Lexis Nexis</b> Demurrage claim : application for summary judgement – assertion that no dispute since claim undeniable. Held : There was a dispute as to whether any demurrage was due. Such disputes subject to arbitration. Stay of action under s9 Arbitration Act 1996	Clarke J	1997.07.07	Admiralty
<b>E&amp;I : extent of duty to comply</b>	<b>Total Transport Corp v Arcadia Petroleum Ltd [1997] EWCA Civ 2754 : bailli</b> Ship owners not required under the contract to provide the Charterers with a complete indemnity for all loss de facto resulting from the owners' failure to comply fully with Charterers voyage instructions however improbable or unpredictable. Award displaced.	Staughton LJ : Auld LJ; Sir John Balcombe	1997.11.18	CA
<b>E&amp;I : Negligence of charterer's stevedores</b>	<b>C V Scheepvaartonderneming Flintermar v Sea Malta Co Ltd [2005] EWCA Civ 17 : Bailli</b> Whether an injury to a ship's chief officer was the responsibility of its owners or its charterers. The injury occurred while the chief officer was engaged in the closing of the ship's hatch, but it was caused by the negligence of the charterer's stevedores in the overall course of loading and discharging operations. Held : Charterer to indemnify owner.	Waller LJ; Rix LJ; Sir Martin Nourse..	2005.01.25	CA
<b>E&amp;I : Order to sail</b>	<b>Pentonville Shipping Ltd. v Transfield Shipping Inc (MV Johnny K) [2006] EWHC 134 (Comm)</b> The court determined that there is no clearly and consistently expressed finding by the arbitrators on the critical question by whom the order to sail was in fact given. With that in mind the issue was remitted to the arbitrators for consideration. The court noted that having complied with that instruction, it was open to the arbitrators to vary or reconfirm the award.	Tomlinson, Mr Justice	2006.02.10	QBD Commercial Court
<b>E&amp;I : Safe port – voyage charter</b>	<b>Independent Petroleum Group Ltd v Seacarriers Count Pte Ltd [2006] EWHC 3222 (Comm) Bailli</b> <i>In determining whether a port is unsafe for the purposes of a safe port warranty in a voyage charterparty, is the relevant question whether the port is unsafe for the chartered vessel itself or is it sufficient for the owners to show that the port is unsafe for other vessels?</i> Held : Port prospectively unsafe - appeal dismissed.	Toulson Mr Justice	2006.12.12	Commercial Court

<b>E&amp;I : Safe port : Seaworthiness :</b>	<b>Vrinera Marine Company Ltd. v Eastern Rich Operations Inc [2004] EWHC 1752 (Comm)</b> V sued the charterer ERO under a safe port clause : ERO sued BAO, sub charter under a safe port clause – both by arbitration. In the event the actions were held to be spurious – the vessel was in fact unseaworthy – which was ERO’s defence against V. Question : was ERO’s costs against BAO caused by V? Held : No – caused by it pursuing a hopeless case.	Langley Mr Justice	2004.07.21	QBD Commercial Court
<b>E&amp;I : Safe ports</b>	<b>Stx Pan Ocean Co Ltd v Ugland Bulk Transport A.S. (Livanita) [2007] EWHC 1317 (Comm) : Bailli</b> Interpretation of safe port clause.	Langley Mr Justice	2007.06.06	Commercial Court
<b>E&amp;I : Safe ports</b>	<b>AIC Ltd v Marine Pilot Ltd [2007] EWHC 1182 (Comm) : Bailli</b> Challenge to a preliminary determination regarding interpretation of safe port clause - and quantity to be loaded.	Gloster Mrs Justice	2007.05.17	Commercial Court
<b>Exclusion clauses – privity - employees</b>	<b>Adler v Dickson [1954] EWCA Civ 3 : Bailli</b> Privity of contract - exclusion clauses - personal injury to passenger - liability of Captain in tort. 29th October 1954	Denning LJ; Jenkins LJ; Morris LJ.	1954.10.29	CA
<b>Exclusion clauses – privity - stevedores</b>	<b>Eurymedon : New Zealand Shipping v Satterthwaite Ltd [1974] UKPC 1: Bailli</b> Privity of contract : exclusion clauses - liability of stevedores.	Wiberforce Lord; Hodson Lord ; Simon Lord ; Salmon Lord ; Viscount Dilhorne.	1974.02.25	Privy Council
<b>Exclusion clauses – privity - stevedores</b>	<b>Scruttons Ltd v Midland Silicones [1961] UKHL 4 : bailli</b> Cargo damaged during loading : Charterparty claimed to exclude liability of servants and agents of carrier. Application of the Doctrine of Privity of Contract : Held : Stevedores not privy to the contract and thus not able to take advantage of the exclusion clause and accordingly liable in tort for the damage caused to the cargo.	Simonds Viscount, Reid Lord ; Keith Lord ; Denning Lord ; Morris Lord.	1961.12.06	House of Lords
<b>Exclusion clauses - validity</b>	<b>Photo Production Ltd v Securicor Transport Ltd [1980] UKHL 2: bailli</b> Validity of an exclusion clause – reasonableness – fundamental breach.	Wilberforce Lord Diplock Lord Salmon Lord Keith Lord Scarman Lord.	1980.02.14	House of Lords
<b>Force majeure</b>	<b>Mamidoil-Jetoil Greek Petroleum Company SA v Okta Crude Oil Refinery AD [2002] EWHC 2210 (Comm) : Bailli</b> Post s44 Arbitration Act 1996 applications for support of arbitration : force majeure.	Aikens Mr Justice	2002.11.04	Commercial Court
<b>FOSFA Form 22 cl27</b>	<b>Sanhe Hope Full Grain Oil Foods Production Co Ltd v Toepfer Internat. Asia Pte Ltd [2007] EWHC 2784 (Comm) : Bailli</b> Construction of clause 27 of the standard FOSFA Form 22. Purchase of futures in SOYA repudiated. Whether a loss suffered.	Steel Mr Justice David	2007.11.28	Commercial Court
<b>FOT : Nomination – delivery point</b>	<b>Zenziper Grains And Feed Stuffs v Bulk Trading Corp Ltd [2000] EWCA Civ 307 : bailli</b> Whether, under an FOT (i.e. ‘Free On Truck’) contract for sale of goods to be imported by the sellers which allowed for delivery at a range of places in the country of destination, the right and duty to nominate the place for delivery lay in the sellers or buyers. The Board of Appeal held that it lay in the sellers, who were obliged to nominate the place of delivery before the buyers were obliged to nominate trucks to collect the goods. The appeal judge reversed that decision. CA reinstated the board’s award.	Thorpe LJ : Potter LJ : Hale LJ	2000.12.06	CA

Free in and out	<b>Jindal Iron &amp; Steel Co Ltd v Islamic Solidarity Shipping Co Jordan Inc [2004] UKHL 49 : Bailli</b> Free in and out clause : exempts owner from liability for loss during loading & discharge.	Bingham Lord ; Nicholls Lord ; Steyn Lord ; Hoffmann Lord ; Scott Lord	2004.11.25	House of Lords
Free in and out	<b>Jindal Iron &amp; Steel Co. Ltd. v Islamic Solidarity Co Jordan Inc [2003] EWCA Civ 144 : Bailli</b> Free in and out clause : Held : Carrier not liable for damage to cargo during loading.	Waller LJ; Tuckey LJ ; Mrs Justice Black.	2003.02.13	CA
Freight collect - surcharge	<b>TICC Ltd v Cosco (UK) Ltd [2001] EWCA Civ 1862 : bailli</b> Whether or not a carrier's freight surcharge known as a "Peak Summer Surcharge" (the surcharge") was incorporated into contracts evidenced by bills of lading (Freight Collect) for the carriage of goods from Hong Kong to Felixstowe.	Ward LJ; Kay LJ; Rix LJ.	2001.12.05	CA
Freight pre-paid	<b>Cho Yang Shipping Co Ltd v Coral (UK) Ltd [1997] EWCA Civ 1701 : Bailli</b> Liability of shipper for freight where contract of carriage arranged by freight forwarder and stated to be freight pre-paid. Held : Shipper not liable.	Evans LJ; Hobhouse LJ; Hutchison LJ.	1997.05.15	CA
Freight pre-paid – shippers liability after paying freight to another	<b>Tradigrain SA v King Diamond Marine Ltd The Spiros C [2000] EWCA Civ 217 : Bailli</b> 1. Is a shipper liable under his bill of lading contract with a shipowner to pay that owner freight "payable as per" a charter when freight under that charter has already been paid by the time when the shipowner demands payment to himself? 2. Is a shipowner entitled to demand payment to himself of freight under his bill of lading when that contract stipulates for payment to another party? 3. Is there an implied term in every bill of lading, in the absence of contrary provision, that the shipper will discharge the goods and will do so in a reasonable time?	Henry LJ; Brooke LJ; Rix LJ.	2000.07.13	CA
Freight prepaid Gafta 64 : fob LC –	<b>Glencore Grain Rotterdam BV v Lebanese Organisation For International Commerce [1997] EWCA Civ 1958 : bailli</b> GAFTA award : whether the buyers under a sale contract on fob terms incorporating GAFTA form 64 were entitled to open a letter of credit in favour of the sellers which was restricted to payment against freight pre-paid bills of lading; whether, if the buyers were not so entitled and were thereby in breach of contract, the sellers can rely on that breach to justify their own refusal and failure to ship the contract goods. appeal allowed :cross-appeal dismissed with costs	Nourse LJ : Evans LJ; Sir Ralph Gibons	1997.06.25	CA
Frustration	<b>Edwinton Commercial Corp v Tsavliris Russ (Salvage &amp; Towage) Ltd : The Sea Angel [2007] EWCA Civ 547 : Bailli</b> Frustration : whether a delay of some three or so months towards the end of a short (20 day) time charter, caused by reason of the unlawful detention of the vessel by port authorities, in a salvage context, has frustrated that charter. Held NO at 1st instance and on appeal.	Rix LJ; Wall LJ; Hooper LJ.	2007.06.12	CA
Frustration	<b>National Carriers Ltd v Panalpina (Northern) Ltd [1980] UKHL 8 : Bailli</b> Frustration and force majeure.	Lord Chancellor Wilberforce Lord Simon Lord Russell Lord Roskill Lord.	1980.12.11	House of Lords
Frustration by protectionist suppliers	<b>CTI Group Inc v Transclear SA [2008] EWCA Civ 856 : Bailli</b> Suppliers refused to supply goods to cif seller in furtherance of a cartel agreement. Held : In absence of terms in contract, the risk of supply falls on the cif seller. No frustration.	Ward LJ; Moore-Bick LJ; Rimer LJ	2008.07.22	CA

<b>Frustration by protectionist suppliers</b>	<b>CTI Group Inc v Transclear SA [2007] EWHC 2070 (Comm) : Bailli</b> Whether 1) tribunal erred in law in deciding that two f.o.b. contracts for the sale of cement to Mexico from Indonesia and Taiwan were frustrated by the intervention of Cemex, a company with a monopoly in the supply of cement in Mexico, with the result that no supplier in Asia would supply cement and 2) whether the tribunal erred in holding in the alternative that the contracts were subject to an implied term that if suppliers refused to supply cement because of the buyers' intended use of or intended destination, both parties would be discharged from any liability or obligation under the contracts.	Field Mr Justice	2007.09.14	Commercial Court
<b>Fuel consumption – warranty or condition?</b>	<b>Losinjaska Plovidba Brodarstovo DD v. Valfracht Maritime Co. Ltd. The Lipa: [2001] 2 Lloyd's Rep. 17 Westlaw</b> Details of fuel consumption given in good faith but without guarantee. Arbitrator nonetheless treated this as a warranty. Held : Erred – no warranty. Award overturned.	Smith Mr Justice Andrew	2001.02.02	Commercial Court
<b>Full and complete cargo</b>	<b>China Offshore Oil (Singapore) International PTE Ltd v. Giant Shipping Ltd [2001] 1 All E.R. (Comm) 429 : Westlaw</b> Failure to load a complete cargo due to charterer's orders – tribunal correct to find a breach.	Tomlinson Mr Justice	2000.12.08	Commercial Court
<b>General Average</b>	<b>Demand Shipping Co Ltd : Lendoudis Evangelos II [2001] EWHC Commercial 403 : bailli</b> General average : grounding - causation - whether the owner at fault : if so liable to compensate cargo owners - if not - cargo owners liable for GA.	Cresswell Mr Justice	2001.06.26	Commercial Court
<b>General average</b>	<b>Trade Green Shipping Inc v. Securitas Bremer Allgermeine Versicherungs A.G. [2000] EWHC Commercial 104 : bailli</b> General average : meaning of detention.	Moore-Bick Mr Justice	2000.05.09	CA
<b>General Average</b>	<b>Sameon Co SA v NV Petrofina SA [1997] EWCA Civ 1578 : Bailli</b> General average : conflicts of law	Staughton LJ; Henry LJ; Thorpe LJ.	1997.04.30	CA
<b>General Average adjustment : seaworthiness</b>	<b>Mora Shipping Inc of Monrovia, Liberia v Axa Corporate Solutions Ass Sa [2005] EWCA Civ 1069</b> Underwriters refused to comply with GA adjustment on grounds of unseaworthiness which would negate the right to GA. Owners sought enforcement in UK. Underwriters domiciled in various EU states. Held : In absence of Choice of English Law and Jurisdiction clause, under Brussels enforcement had to be sought individually before the courts of the respective states of domicile.	Ward LJ; Clarke LJ; Neugerber LJ	2005.07.28	CA
<b>Hague Rules Incorporation – clause paramount</b>	<b>Nea Agrex v Baltic Shipping Co Ltd &amp; Intershipping Charter Co (The Agios Lazaros) [1976] 2 Lloyd's Rep 47: Westlaw</b> Whether “.and also Paramount clause” sufficient to incorporate Hague Rules – Held : <i>Paramount clause</i> clearly understood in industry to mean the Hague Rules. Whether the words “. . . Please advise your proposals in order to settle this matter or name your arbitrators. Expecting your reply . . .” sufficient to commence a claim as per Hague Rules Article III Rule 6 – which imposed a 1 year time limit to commence action. Court held : Sufficient notice – and if not extension of time granted : s27 AA 1950 – undue hardship.	Denning LJ; Goff LJ; Shaw LJ.	1976.04.01	CA
<b>Hague Visby Rules</b>	<b>Horn Linie GmbH &amp; Co v Panamericana Formas E Impresos SA [2006] EWHC 373 (Comm)</b> Choice of Law : Conflict : UK or Columbian Law. Whether HVR apply. Anti-suit injunction.	Morison Mr Justice	2006.03.06	QBD Commercial Court
<b>Himalaya clause : 3<sup>rd</sup> parties</b>	<b>Canada Maritime Ltd v Oerlikon Aerospace Inc [1998] EWCA Civ 170 : Bailli</b> Himalaya clauses - indemnity clause - third parties.	Hirst LJ; Buxton LJ; Sir John Knox	1998.02.06	CA



<b>Hire</b>	<b>Chinese Maritime Transport Ltd v A/S Vestmar [1998] EWCA Civ 290 : bailli</b> Payment of hire : Charterers paid as a final account : Owners cashed cheque but then sought to recover balance owing due to deductions. Held : Too late.	Hobhouse LJ; Chadwick LJ; Sir John Balcombe.	1998.02.19	CA
<b>Hire : Payment : Time charter</b>	<b>Bandwidth Shipping Corporation v Intaari [2007] EWCA Civ 998 : Bailli</b> Charterparty payment of hire dispute.	Waller LJ, Gage LJ; Collins LJ. Lawrence	2007.10.17	CA
<b>Hire – late / non payment - withdrawal</b>	<b>Brimnes, the Tenax Steamship Co v Brimnes, Owners of [1974] EWCA Civ 15 : Bailli</b> Withdrawal of a vessel under a time charterparty.	Edmund Davies LJ; Megaw LJ; Cairns LJ.	1974.05.23	CA
<b>Hire – quantum of loss</b>	<b>Golden Strait Corporation v Kaisha [2005] EWCA Civ 1190</b> Question posed – whether <b>The Sea Flower</b> [2000] 2 Ll.R. 37 accurately reflects the correct mechanism to apply for the calculation of loss in respect of hire of a vessel under a charterparty. Answer : YES. Arbitrator’s award upheld.	Auld LJ; Tuckey LJ; Mance LJ.	2005.10.18	CA
<b>Hire : Detention : off hire</b>	<b>Scindia Steamship Navigation Co Ltd Bombay v Nippon Yusen Kaisha Ltd [2000] EWCA Civ 93 : bailli</b> If a vessel is prevented by a port authority from discharging damaged cargo and ordered off berth until security is provided for the cost of storing that cargo in or removing it from the port, has the vessel been detained and who is responsible for providing the security? These questions arise under the terms of a time charter on an amended 1946 NYPE form between the Appellant owners and the Respondent charterers on appeal from Rix J, who allowed an appeal from arbitrators. Both parties say the questions are of importance because the NYPE form is used extensively. Rix J’s judgment upheld.	Henry LJ : Brooke LJ : Tuckey LJ.	2000.03.28	CA
<b>Hire : non-payment – withdrawal Off hire</b>	<b>Western Bulk Carriers K/S v LI Hai Maritime Inc [2005] EWHC 735 (Comm) : Lexis Nexis</b> Charterer’s withheld \$500 for 7 days off fire : owners gave notice of withdrawal – but indication that provided balance paid vessel would not be withdrawn – but was subsequently withdrawn nonetheless : Was the withdrawal valid? Held : estopped – unlawful.	Hirst QC Jonathan	2005.05.05	Commercial Court
<b>Hire : Off hire</b>	<b>HBC Hamburg Bulk Carriers GmbH v. Tangshan Haixing Shipping Co Ltd [2006] EWHC 3250 (Comm) : Westlaw</b> Off hire clause – cancellation clause if off hire for more than 30 days : Waiver. Award upheld in owners favour.	Morison Mr Justice	2006.12.15	Commercial Court
<b>Hire : Off hire</b>	<b>Action Navigation Inc v Bottiglieri Navigation Spa [2005] EWHC 177 (Comm) : Bailli</b> Challenge to award – off hire clauses in a charter-party. Failed challenge – reasons not as clear as might be desired and delivered late – delay in excess of a year from hearing.	Aikens Mr Justice	2005.02.16	Commercial Court
<b>Hire : Off hire : single trip charter</b>	<b>Hyundai Merchant Marine Co. Ltd. v Furness Withy (Australia) Pty [2005] EWHC 945 (Comm) : Bailli</b> Meaning and effect of off hire in a single trip charterparty.	Crane QC Mr Michael	2005.05.20	QBD Commercial Court
<b>Hire : On or off ? Arrest as security</b>	<b>Ocean Marine Navigation Ltd. v Koch Carbon Inc [2003] EWHC 1936 (Comm)</b> Vessel arrested by charterer as security for an arbitration which the charterer lost. Was the vessel still on hire or off hire or had the vessel been returned? This would impact upon whether any award would be due for that period or whether sums due in respect of the arrest, to provide what proved to be unnecessary security should be pursued in court. Court of the view that the arbitrator’s award was unclear/potentially in error and award remitted for reconsideration/clarification.	Simon Mr Justice	2003.07.31	QBD Commercial Court

<b>Hire : Payment : guarantee</b>	<b>Miranos International Trading Inc. v. Voc Steel Services BV [2005] EWHC 1812 (Comm) : Westlaw</b> Time charterparty : Arbitrator erred in interpreting the meaning of a guarantee in respect of the period of hire.	Cooke Mr Justice	2005.07.15	Commercial Court
<b>Hire of vessel : cancellation</b>	<b>Golden Strait Corporation v. Nippon Yusen Kubishka Kaisha [2007] UKHL 12 : Bailli</b> Question posed – whether <i>The Sea Flower</i> [2000] 2 LLR. 37 accurately reflects the correct mechanism to apply for the calculation of loss in respect of hire of a vessel under a charterparty. Answer : By a majority decision of 3 to 2 : YES. Arbitrator’s award upheld. By contrast, Lords Bingham & Walker felt that the outcome introduces an undesirable degree of uncertainty into the law and would not have applied the <i>Sea Flower</i> in this case.	Bingham Lord ; Scott Lord ; Walker Lord ; Carswell Lord ; Brown Lord .	2007.03.28	House of Lords
<b>Illegal activity by charterer – liability to owner</b>	<b>Ullises Shipping Corp v FAL Shipping Co Ltd Rev 1 [2006] EWHC 1729 (Comm) : Bailii</b> Chartered vessel arrested by authorities for breaking UN oil embargo in Iraq. Whether charterer liable to owner for loss of vessel. Held : Yes.	Colman Mr Justice	2006.07.14	Commercial Court
<b>Illegality : repudiation</b>	<b>Catalyst Recycling Ltd v Nickelhütte Aue GmbH [2008] EWCA Civ 541: Bailli</b> Illegality : repudiation by breach of implied term. Held : Breach, if any technical. No implied term as to legality of operations - viz import of recycled waste from UK to Germany.	Waller LJ; Lawrence Collins LJ; Rimer LJ.	2008.05.22	CA
<b>Illegality : repudiation</b>	<b>Catalyst Recycling Ltd v Nickelhütte Aue GmbH [2007] EWHC 866 (QB): Bailli</b> Illegality : repudiation by breach of implied term. Held : Breach, if any technical. No implied term as to legality of operations - viz import of recycled waste from UK to Germany.	Grenfell S P HHJ	2007.05.04	Commercial Court
<b>Import ban post purchase : damage Gafta cl20 :</b>	<b>Ticaret v International Agritrade Co Ltd [1999] EWCA Civ 855 : bailli</b> Failed appeals against Gafta award, confirmed at first instance. Having contracted for CIF import of tapioca to Turkey buyers forced to cancel purchase because Turkish government introduced a ban on importation. Seller recovered costs of shipment thrown away – having given up an additional claim for breach of contract. CA confirmed award. Interpretation of Clause 28 Gafta.	Hirst LJ; Mummery LJ ; Buxton LJ.	1999.02.25	CA
<b>Inspection certificates</b>	<b>AIC Ltd v Its Testing Services (UK) Ltd [2005] EWHC 2122 (Comm) : Bailli</b> Inspection companies : Duties re testing of cargo on loading and discharge.	Cresswell Mr Justice	2005.10.07	Commercial Court
<b>Insurance : attachment of risk Phantom ship</b>	<b>Nima SARL v The Deves Insurance Public Company Ltd [2002] EWCA Civ 1132 : Bailli</b> Insurance : Attachment of risk - s44 MIA 1906 : phantom ship : loss of cargo - either loss of ship at sea (unseaworthiness) or theft : Held : even warehouse to arehouse risk does not attach if vessel does not commence the insured voyage : conflicts : English law clause - but no jurisdiction clause : events to be investigated occurred in Thailand - most convenient forum.	Potter LJ; Keene LJ; Mr Justice Sumner.	2002.07.30	CA
<b>Insurance : CRISTAL : Pollution cover</b>	<b>Latvian Shipping Co v Insurance Co "Ingosstrakh" Ltd [1998] EWHC 1201 (Comm)</b> Claim for Roll back relief under CRISTAL arrangements for pollution cover : claim met with application for stay to arbitration. Conflicts issued : does contract (Moscow arbitration) or Rules (UK court) apply? Held : Neither directly applicable. Stay to arbitration refused. UK Court jurisdiction.	Langley Mr Justice	1998.11.27	Commercial Court

<b>Insurance : Discoveries re previously disclosed documents</b>	<b>Goshawk Dedicated Ltd v Tyser &amp; Co Ltd [2006] EWCA Civ 54</b> Duty of broker to re-disclose documents to underwriter which had been returned. Held : Duty to disclose – not a contradiction of duty to client : broker initially refused re-disclosure absent consent of the client. What happens if underwriters at Lloyd's, who have handed back to their insured's brokers all the documents which those brokers have shown them in the course of placing the insurance and making claims under it, subsequently have need of those documents in order to evaluate their exposure under it? Held : he brokers are obliged, on reasonable notice, to allow the syndicates to inspect and copy the documents sought by the syndicates.	Clarke MR Sir Anthony, Rix LJ, Richards LJ	2006.02.07	CA
<b>Insurance : duration</b>	<b>Wunsche Handelsgesellschaft International mbH v Tai Ping Insurance Co Ltd [1998] EWCA Civ 388 : Bailli</b> Duration of cover ex factory to warehouse Hamburg : Policy taken out at Shenzhen - held retrospectively covered period ex factory to Shenzhen where containers stuffed. Damage to cargo and pilferage loss covered. 3rd March 1998	Stuart-Smith LJ; Morritt LJ; Waller LJ.	1998.03.03	CA
<b>Insurance : Goodfaith s17 MIA 1906</b>	<b>Agapitos v Agnew [2002] EWCA Civ 247</b> (a) whether and in what circumstances the common law rule of law and/or s.17 can apply in the event of use of fraudulent means or devices ("fraudulent devices" for short) to promote a claim, which claim may prove at trial to be in all other respects valid, (b) whether (if so) the application of that rule and section ceases with the commencement of litigation and (c) whether, in the light of the answers to these questions, the judge should have allowed the appellant insurers to amend their defence to assert (in short) that the respondents, during the course of the present litigation, maintained a case involving lying representations, as to the date when hot works commenced on the insured vessel.	Brooke LJ; Mance LJ; Mr Justice Park.	2002.03.06	CA
<b>Insurance : LOF art 14</b>	<b>Semco Salvage &amp; Marine Pte Ltd v. Lancer Navigation [1997] UKHL 2 : bailli</b> Court ask to interpret article 14 LOF arbitration terms regarding what is "a fair rate for equipment and personnel actually and reasonably used in the salvage operation."	Mackay LC Lord Goff Lord Mustill Lord Lloyd Lord Hope Lord	1997.02.06	House of Lords
<b>Insurance : non-disclosure</b>	<b>Brit Syndicates Ltd v Italaudit SPA [2006] EWHC 341 (Comm)</b> GTI acted as an umbrella organisation for members. The members, including Italaudit were insured with Brit. GTI had a separate policy to cover any liability it might have as the umbrella organisation for the acts of its members. Brit avoided Italaudit's policy for non-disclosure and purported to avoid GTI's policy on the grounds that it was back to back with the Italaudit policy and thus simultaneously avoided. Court disagreed L The GTI policy was self standing and not tainted by non-disclosure.	Langley Mr Justice	2006.03.03	QBD Comm Div
<b>Insurance FOB / CIF – subrogation to seller</b>	<b>Colonia Versicherung AG v Amoco Oil Co [1996] EWCA Civ 1002: Bailli</b> Can the seller of contaminated oil bypass the subrogation rights of the underwriter by paying off the buyer in exchange for an assignment of insurance rights and then claim for the loss arising out of their own negligence from the underwriter? Claim on assigned policy rejected at first instance and on appeal.	Hirst LJ; Peter Gibson LJ; Pill LJ.	1996.11.20	CA
<b>Jurisdiction : Third party rights :</b>	<b>Nisshin Shipping Co. Ltd v Cleaves &amp; Co Ltd [2003] EWHC 2602</b> Jurisdiction : Third Party Rights : Held under s1(1)(b) Contract 3rd Parties Rights Act 1999 -charterparty purported to confer a benefit on brokers : that being so, any dispute arising out of that agreement was subject to the general arbitration provision in the contract.	Colman Mr Justice	2003.11.07	QBD Commercial Court

<b>Jurisdiction over Counterclaim</b>	<b>Metal Distributors (UK) Ltd. v ZCCM Investment Holdings Plc [2005] EWHC 156 (Comm)</b> Challenge to preliminary determination by tribunal that it did not have jurisdiction over a counter claim. Held : Whilst the scope of the clause extended to counterclaims regarding quality of goods under the contract it did not extend to counterclaims arising out of alleged breaches of other contracts. Tribunal's determination upheld.	Cresswell Mr Justice	2005.01.14	QBD Commercial Court
<b>Laycan : cancellation</b>	<b>Mansel Oil Ltd v Troon Storage Tankers SA [2008] EWHC 1269 (Comm) : Bailli</b> Is right to cancellation of a charter when laycan has passed subject first to a nomination of delivery port as a condition in circumstances where the vessel is in dry dock and incapable of meeting the deadline? Held : No.	Clarke Mr Justice Christopher	2008.06.09	Commercial Court
<b>Laycan : nomination : demurrage</b>	<b>Bulk Carriers Ltd v Andre Et Cie SA [2001] EWCA Civ 588 : bailli</b> Question of Law : whether a clause narrowing laycan in a voyage charterparty is, in the absence of words to the contrary, always a condition precedent to an obligation to nominate a vessel? Held : NO – the owners could recover compensation for any failure – the purpose of the clause was not to better enable the owners to arrange their affairs. Appeal dismissed – award for failure to nominate a vessel upheld.	Potter LJ ; ClarkeLJ; Bennett Mr Justice	2001.04.10	CA
<b>Laycan and eta compared</b>	<b>SHV Gas Supply &amp; Trading SAS v Naftomar Shipping &amp; Trading Co Ltd Inc [2005] EWHC 2528 (Comm) : Bailli</b> Laycan under charterparty & fob and eta under cif contrasted. Laycan from earliest date of loading to date of cancellation if not loaded : eta - must be an honest and reasonable estimate : port of loading subject to adverse weather : eta 17-19 : by 27th entitled to cancel cif contract.	Clarke Mr Justice Christopher	2005.11.15	Commercial Court
<b>Laycan terms : FOB</b>	<b>ERG Raffinerie Mediterranee SPA v Chevron USA Inc [2007] EWCA Civ 494 : Bailli</b> FOB - Laycan terms.	Buxton LJ; Longmore LJ; Sir Martin Nourse.	2007.05.22	CA
<b>Laycan terms : FOB</b>	<b>ERG Raffinerie Mediterranee Spa v Chevron USA Inc (t/a Chevron Texaco Global) [2006] EWHC 1322 (Comm) : Bailli</b> Fob - laycan : vessel arrived in time - but loading delayed beyond laycan : Buyer repudiated the contract : Whether lawful? Held : No : Seller liable for demurrage : laycan gives seller right to repudiate if vessel does not arrive before expiry of laycan : not for benefit of buyer.	Langley Mr Justice	2006.06.09	Commercial Court
<b>Laytime</b>	<b>Galaxy Energy International Ltd v Petr Shmidt (Novorossiysk Shipping Co) [1998] EWCA Civ 429 : bailli</b> Commencement of laytime : Whether if a clause in a charterparty requires a notice of readiness to be tendered within particular hours of the day and it is, in fact, tendered outside those hours but at a time when the ship is physically ready to load or discharge, it is an invalid notice and a nullity so that a fresh notice has to be given before laytime can begin or whether the notice takes effect when those hours begin.	Evans LJ; Peter Gibson LJ; Sir Christopher Slade	1998.03.10	CA
<b>Laytime - demurrage</b>	<b>Tidebrook Maritime Corp v Vitol SA of Geneva MT "Front Commander" [2005] EWHC 2582 (Comm) : bailli</b> Commencement of laytime when a vessel arrives before the first layday, arising under the standard form of Asbatankvoy voyage charter.	Mackie QC HHJ	2005.10.21	Commercial Court
<b>Laytime &amp; demurrage</b>	<b>Tidebrook Maritime Corporation v Vitol SA of Geneva : Front Commander [2006] EWCA Civ 944 : bailli</b> Laytime - demurrage : What happens if charterers require a vessel to tender her notice of readiness, to berth, and to begin loading, all before the contractual commencement of the laydays? If her owners accept those orders without obtaining the charterers' consent to an express stipulation that laytime is to start counting before the contractual commencement of the laydays, do the charterers obtain a period of free loading time? Held : No.	Buxton LJ; Rix LJ; Scott Baker LJ	2006.07.05	CA

<b>Laytime &amp; Demurrage</b>	<b>Triton Navigation Ltd. v Vitol SA [2003] EWCA Civ 1715 : Bailli</b> Demurrage : Vessel not fit to load cargo on arrival : after three cleaning sessions certificate of fitness awarded and valid notice of readiness given : By that time no cargo available for three weeks : Nonetheless demurrage due.	Simon Brown LJ; Mummery LJ; Mance LJ.	2003.12.02	CA
<b>Laytime &amp; Demurrage</b>	<b>Logos Trading N.V. v A-Z Petroleum Products Ltd. [2002] EWHC 761 (Comm) : Bailli</b> Claim for demurrage allegedly due and a counterclaim for demurrage allegedly overpaid.	Langley Mr Justice	2002.05.01	Commercial Court
<b>Laytime &amp; Demurrage</b>	<b>Cero Navigation Corporation v Jean Lion &amp; CIE [2000] EWHC 207 (Comm) : Bailli</b> Strike Clauses : Demurrage : Once Demurrage always demurrage revisited.	Thomas Mr Justice	2000.01.11	Commercial Court
<b>Laytime &amp; Demurrage – dispatch - notice</b>	<b>Glencore Grain Ltd v Flacker Shipping Ltd [2001] EWHC 503 (Comm) : bailli</b> What are the rights of owners to demurrage and charterers to despatch when a charterparty provides for a notice to be given at the discharge port to trigger the start of laytime but only an invalid notice is given, and yet the vessel commences and completes discharge over an extended period in circumstances in which a substantial claim to demurrage would otherwise have arisen. The arbitrators decided that laytime commenced to run as if the notice had been correctly given at the first opportunity. The charterers say that was wrong and as no valid notice was ever given no demurrage ever became payable but, to the contrary, they have a claim for despatch.	Langley Mr Justice	2001.01.25	Commercial Court
<b>Laytime &amp; Demurrage : time bar</b>	<b>Waterfront Shipping Company Ltd v Trafigura AG [2007] EWHC 2482 (Comm) : bailli</b> Demurrage : time bar established.	Gloster Mrs Justice	2007.10.31	Commercial Court
<b>Laytime &amp; Demurrage: time bar</b>	<b>Lia Oil SA v ERG Petroli SPA [2007] EWHC 505 (Comm) : Bailli</b> Demurrage : Whether claims time barred - whether correct notice procedures followed.	Flaux Mr Julian	2007.03.13	Commercial Court
<b>Laytime : demurrage</b>	<b>Ocean Pride Maritime Ltd Partnership v Qingdao Ocean Shipping Co [2007] EWHC 2796 (Comm) : Lexis Nexis</b> Notice of readiness tendered to port authority and communicated to charterer. Vessel then waited at outer rather than inner anchorage (which was a cheaper option). Charterer did not protest. Berth not available for 10 days. Owners claimed demurrage. Charterers meanwhile had deducted dispatch monies. Charterer's asserted that notice not valid unless vessel in inner anchorage. Held : In absence of protest there was a waiver of any invalidity in NOR.	Siberry QC Mr Richard	2007.11.27	Commercial Court
<b>Laytime : demurrage</b>	<b>High Seas Venture Ltd Partnership v Sinom (Hong Kong) Ltd [2007] EWHC 673 (Comm) : Lexis Nexis</b> Whether stoppages to loading due to bad weather (stops time running) or to shortage of barges to unload (responsibility of charterer). Held : Failure to prove that the port authorities used bad weather on records as an excuse to protect them from liability from charterers for failure to provide sufficient barges. Weather records confirmed bad weather.	Mackie QC HHJ	2007.03.29	Commercial Court
<b>Laytime : Demurrage : strike</b>	<b>Frontier International Shipping Corpn v Swissmarine Corpn Inc [2005] EWHC 8 (Comm) Lexis Nexis</b> A strike by the consignee's employees prevented further discharge : Was the strike an event which stopped time running? Arbitrators and court both agreed that it did not : strike clause only applied where strikers not the consignee / charterer's employees.	Teare QC Mr Nigel	2005.01.11	Commercial Court
<b>Laytime : head &amp; sub charterparty</b>	<b>Glencore Grain Ltd. v Goldbeam Shipping Inc. [2002] EWHC 27 (Comm) : Bailli</b> Head & sub charter party contracts : Laytime dispute : Two appeals : first rejected : regarding second, issue was about remoteness – not causation as dealt with by the tribunal : award remitted to arbitrators since in light of their findings no assessment had been made, so that corrections could be made in the light of the court's determinations.	Moore-Bick Mr Justice	2002.01.25	Commercial Court



<b>Laytime : notice of readiness : demurrage</b>	<b>Flacker Shipping Ltd v Glencore Grain Ltd [2002] EWCA Civ 1068:</b> bailli Laytime can commence under a voyage charterparty requiring service of a notice of readiness when no valid notice of readiness has been served in circumstances where (a) a notice of readiness valid in form is served upon the charterers or receivers as required under the charterparty prior to the arrival of the vessel; (b) the vessel thereafter arrives and is, or is accepted to be, ready to discharge to the knowledge of the charterers; (c) discharge thereafter commences to the order of the charterers or receivers without either having given any intimation of rejection or reservation in respect of the notice of readiness previously served or any indication that further notice of readiness is required before laytime commences Appeal allowed reinstating arbitral award.	Potter LJ ; Arden LJ; Sir Denis Henry	2002.07.15	CA
<b>Laytime between loading / discharge for S/O's AC.</b>	<b>Stolt Tankers Inc v. Landmark Chemicals SA [2002] 1 Lloyd's Rep. : Westlaw</b> Where an owner uses time between loading / discharge for his own purposes – here discharging cargo under a separate charterparty – laytime ceases to run, even if unloading could not have occurred. Award upheld.	Smith Mr Justice Andrew	2001.12.21	Commercial Court
<b>Laytime Demurrage</b>	<b>Kronos Worldwide Ltd. v Sempra Oil Trading SARL [2004] EWCA Civ 3 : Bailli</b> Laytime : Demurrage : Held : Under terms of the voyage charter laytime was to commence only after issue of letter of credit : accordingly notice of readiness before that time invalid.	Thorpe LJ; Mance LJ; Mr Justice Evans-Lombe.	2004.01.23	CA
<b>Legal personality : Arbitration</b>	<b>Vale Do Rio Doce Navegacao SA v Shanghai Bao Steel Ocean Shipping Co Ltd. [2000] EWHC 205 (Comm)</b> Personality : Brokers purported to conclude a contract of affreightment with the ship owners on behalf of Bao Steel. Two voyages followed. Bao disavowed themselves of the contract. Vale wished to arbitrate claims against Bao and the brokers as co-defendants and unsuccessfully applied for a high court declaration that Bao were parties to the arbitration. Under Lugano claim had to be litigated in Norway.	Thomas Mr Justice	2000.04.14	QBD Commercial Court
<b>Legal personality : Identity of parties to arbitration</b>	<b>Internaut Shipping GmbH &amp; Anor v Fercometal Sarl [2003] EWCA Civ 812 : bailli</b> Sub-charterparty dispute commenced in the name of the owners, not the main charterers. Court ordered that the title of the arbitration be amended to reflect the correct names of the contractual personalities in dispute.	Mummery LJ; Sedley LJ; Rix LJ.	2003.06.17	CA
<b>Legal personality : reinsurance</b>	<b>Ing Re (UK) Ltd. v R &amp; V Versicherung Ag [2006] EWHC 1544 (Comm)</b> Party to alleged reinsurance contract did not have authority to bind the parties.	Toulson Mr Justice	2006.06.29	QBD Comm Div
<b>Letter of Credit : Currency</b>	<b>WJ Alan &amp; Company Ltd v El Nasr Export &amp; Import Co [1972] EWCA Civ 12: Bailli</b> Letters of Credit : Variation of terms regarding currency.	Denning MR; Megan LJ; Stephenson LJ.	1972.02.03	CA
<b>Letter of credit : fraud</b>	<b>Banco Santander SA v Bayfern Ltd [1999] EWHC 284 (Comm):</b> bailli whether the risk of fraud on the part of the beneficiary of a confirmed deferred payment letter of credit is to be borne by the issuing bank (and so possibly the applicant for the credit) or by the confirming bank where the confirming bank has discounted its own payment obligations to the beneficiary and paid over the discounted sum to it and the fraud is discovered only after it has done so but before the maturity date of the letter of credit.	Langley Mr Justice	1999.06.09	Commercial Court
<b>Letter of Credit requirements f.o.b.</b>	<b>Cereal Investments Company (CIC) SA v Ed&amp;f Man Sugar Ltd [2007] EWHC 2843 (Comm) : Bailli</b> FOB contract : what terms are required in a letter of credit to comply with the sales contract?	Walker Mr Justice	2007.12.07	Commercial Court
<b>Letter of indemnity &amp; b/l</b>	<b>Jordan National Shipping Line Co Ltd v El Rodwan Trading &amp; Services Co Ltd [1998] EWCA Civ 1447 : Bailli</b> Letters of indemnity re delivery in absence of original bills of lading.	Otton LJ; Waller LJ.	1998.09.22	CA

<b>Letter of Indemnity : LOC without production of b/l</b>	<b>Fortune Hong Kong Trading Ltd. v Cosco-Feoso (Singapore) P/L. "Freja Scandic" [2002] EWHC 79 (Commercial) : Bailli</b> Letter of indemnity in respect of non-availability of bill of lading in order to procure a letter of credit. Cargo disappeared. Successful claim on LOI.	Langley Mr Justice	2002.02.06	Commercial Court
<b>Letter of Indemnity re b/l</b>	<b>Laemthong International Lines Co Ltd v Abdullah Mohammed Fahem &amp; Co [2005] EWCA Civ 519 : Bailli</b> Enforceability of letter of indemnity for delivery of cargo without production of bills of lading.	VC ; Clarke LJ; Neuberger LJ	2005.05.05	CA
<b>Letter of Indemnity re b/l</b>	<b>Laemthong International Lines Co Ltd v Artis [2004] EWHC 2738 (Comm) : Bailli</b> Letter of indemnity for consequences of delivery without production of bill of lading : held : indemnity enforceable.	Cooke Mr Justice	2004.11.08	Commercial Court
<b>Letter of intent</b>	<b>RTS Flexible Systems Ltd v Molkerei Alois Müller GmbH &amp; Co Kg [2008] EWHC 1087 (TCC) : Bailli</b> Letters of intent - installation of production plant for Muller Rice : What contract terms if any could be identified and what payment provisions applied to that contract?	Clarke Mr Justice Christopher	2008.05.16	Commercial Court
<b>Letter of intent : subject to contract</b>	<b>Rugby Group Ltd v Proforced Recruit Ltd [2005] EWHC 70 (QB) : Bailli</b> Intention to create legal relations : "subject to contract" may prevent enforcement of executory obligations but performance will invoke an implied contract on the original terms.	Field J	2005.02.02	Commercial Court
<b>Limitation : HVR</b>	<b>Serena Navigation Ltd v Dera Commercial Establishment Standard Chartered Plc [2008] EWHC 1036 (Comm): bailli</b> Limitation Article IV Rule 5(a)Hague Visby Rules : <i>"Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.77 [Special Drawing Rights] per package or unit or 2 [SDRs] per kilogram of gross weight of the goods lost or damaged, whichever is the higher."</i> Is limitation based on gross cargo loaded or the damaged cargo. Held : Gross cargo.	Burton Mr Justice	2008/05/15	Commercial Court
<b>Limitation : HVR</b>	<b>Shandong Chenming Paper Holding Ltd v Saga Forest Carriers INTL AS [2008] EWHC 1055 (Comm): bailli</b> Time bar HVR - one year : time of delivery - on discharge - or when collected from warehouse. Held : Arguably on discharge - claim could be time barred.	Walker Mr Justice	2008.05.14	QBD Commercial Court
<b>Limitation : HVR</b>	<b>Rafaela : JI MacWilliam Co Inc v. Mediterranean Shipping Company SA [2005] UKHL 11</b> Does the HVR apply to a straight / named bill of lading -? Held : YES. Significance : HVR limitation levels apply.	Lords Bingham : Cornhill : Nicholls; Birkenhead; Steyn; Rodger; Brown	2005.02.16	House of Lords
<b>Limitation : HVR</b>	<b>Rafaela : JI Macwilliam Co Inc v Mediterranean Shipping Company S.A. [2003] EWCA Civ 556 : Bailli</b> The business issue between the parties is whether the contract of carriage contained in or evidenced by the bill of lading prescribed a package limitation under the Hague Rules, the Hague-Visby Rules, or the US Carriage of Goods by Sea Act 1936 ("USCOGSA"). Held : A straight (named) bill of lading is a bill of lading within the HVR.	Peter Gibson LJ; Rix LJ; Jacob LJ.	2003.04.16	CA
<b>Limitation : HVR</b>	<b>Parsons Corporation v C.V. Scheepvaartonderneming : The Happy Ranger [2002] EWCA Civ 694 : Bailli</b> Whether HVR apply : whether cargo claim limited by the convention to £100 / package : Held : Yes to both.	Aldous LJ; Tuckey LJ; Rix LJ.	2002.05.17	CA
<b>Limitation : HVR</b>	<b>Rafaela : JI MacWilliam Co Inc v. Mediterranean Shipping Company SA [2002] EWHC 593 (Comm)</b> Does the HVR apply to a straight / named bill of lading ? Arbitrator and court at first instance held NO.	Langley: Mr Justice	2002.04.17	Commercial Court

<b>Limitation : HVR</b>	<b>Nigerian National Shipping Line Ltd v Owners Of Cargo on board the River Gurara [1997] EWCA Civ 2105 : bailli</b> Limitation : valuation of container cargo lost at sea under the HVR.	Hirst LJ; Phillips LJ; Mummery LJ.	1997.07.15	CA
<b>Limitation : HVR : Negligence in operation of vessel</b>	<b>Compania Sud American Vapores v Hamburg [2006] EWHC 483 (Comm)</b> Arbitrators found as a fact that loss was due to negligence in operation of the vessel : bunkers overheated, damaging cargo and hence charterer not liable under Art IV HVR. Appellants sought to establish that overheating of bunkers next to a cargo is negligence in care and handling of cargo and a breach of Art III had arisen. Court held this was a challenge to fact not law. Arbitrators had applied the correct test scrupulously. <i>Gosse Millard</i> [1929] applied.	Morison Mr Justice.	2006.03.14	QBD Commercial Court
<b>Limitation : time</b>	<b>Abbott v Will Gannon &amp; Smith Ltd. [2005] EWCA Civ 198: Bailli</b> Date for accrual of cause of action and limitation - Pirelli and Murphy revisited.	Mummery LJ; Tuckey LJ; Clarke LJ.	2005.03.02	CA
<b>Limitation : Time : Hague Visby Rules</b>	<b>Grimaldi Compagnia di Navigazione SpA v Sekiyo Line Ltd 1998] 3 All ER 943</b> Application for declaration that the Hague Visby Rules and time bar did not apply to the dispute : application for extension of time to apply to arbitration and application of stay to arbitration. Held : All these were issues to be determined at first instance by the arbitral tribunal. In the event, all this became obiter since the parties settled the dispute.	Mance J	1998.06.24	Commercial Court
<b>Limitation : Time : HVR</b>	<b>Trafigura Beheer BV v Golden Stavraetos Maritime Inc [2003] EWCA Civ 664</b> Whether there had been consent to an extension of time to apply under a HVR cargo claim.	VC; Clarke LJ; Kay LJ.	2003.05.15	CA
<b>Limitation : Time : HVR</b>	<b>ELF Oil UK Ltd v Besktas Denizcilik VE Tasimacilik Sanayi VE Ticaret AS [2001] EWCA Civ 822 : Bailli</b> Time bar Hague Rules : Claim for contaminated cargo. Failed application to appeal.	Mance LJ;	2001.05.17	CA
<b>Limitation : Time : HVR</b>	<b>Hydro Agri Espana SA v Charles M Willie &amp; Co (Shipping) Ltd [1998] EWCA Civ 273 : bailli</b> Time bar - HVR : Application for extension of time : Norwegian arbitration - subject to charterparty - whether incorporated into Bill of Lading.	Evans LJ; Pill LJ; Thorpe LJ.	1998.02.18	CA
<b>Limitation : Time : HVR</b>	<b>Vitol Energy (Bermuda) Ltd v Pisco Shipping Co Ltd [1998] EWCA Civ 47 : Bailli</b> Time bar : HVR.	Hirst LJ; Robert Walker LJ; Mr Justice Harman.	1998.01.21	CA
<b>Limitation : Time : HVR</b>	<b>Baghlaif Al Zafer Factory Co BR For Industry Ltd v Pakistan National Shipping Company [1997] EWCA Civ 2955 : Bailli</b> Cargo damage : Jurisdiction - English Court of Pakistan. Time bar under HVR.	Phillips LJ; Waller LJ; Chadwick LJ.	1997.12.11	CA
<b>Limitation : Time : HVR : extension of time</b>	<b>Borgship Tankers Inc. v Product Transport Corporation Ltd. [2005] EWHC 273 (Comm)</b> Cargo claims under a charterparty subject to the HVR are subject to a 1 year time bar. Claimants sought damages for wasted bunkers. The event arose out of dirty holds that required cleaning. Held : This was not a cargo claim. No bar.	Cresswell Mr Justice	2005.02.28	QBD Commercial Court
<b>Limitation : Time : HVR Conflicts</b>	<b>Pirelli Cables Ltd v United Thai Shipping Corporation Ltd [2000] EWHC 195 (Comm) : bailli</b> Conflicts : Choice of law - Thailand - HVR - Cargo damage. Application for stay to Thailand - implications for HVR time bar.	Langley Mr Justice	2008.05.07	Commercial Court

<b>Limitation : time : Late application</b>	<b>Marc Rich Agriculture Trading SA v Agrimex Ltd [2000] EWHC 193 (Comm) : bailli</b> Gafta Arbitration : When did dispute crystallise – commencement of time for computation of time bar : whether claim time barred and tribunal out of jurisdiction.	Langley Mr Justice	2000.04.06	Commercial Court
<b>Limitation fund</b>	<b>ICL Shipping Ltd v Chin Tai Steel Enterprise Co Ltd. [2003] EWHC 2320 (Comm)</b> Examination of the enforceability of a foreign award where the defendant has established a limitation fund in the UK, in particular with reference to the Convention on Limitation of Liability for Maritime Claims 1976 in the UK and the Convention on Limitation of Liability for Maritime Claims 1957 in Singapore given “ <i>the numerous differences between the two conventions but the most important substantive difference is that, whereas under the 1957 Convention (Article 1.1) a shipowner is entitled to limit his liability for specified areas of liability, including cargo damage unless the occurrence giving rise to the claim resulted from the actual fault or privity of the owner, under the 1976 Convention entitlement to limit liability is barred (under Article 4) if it is proved that the loss resulted from the owner’s “personal act or omission, committed with the intent to cause such loss, recklessly and with knowledge that such loss would probably result”.</i>	Colman Mr Justice	2003.10.10	QBD Commercial Court
<b>Misrepresentation</b>	<b>Peekay Intermark Ltd v Australia &amp; New Zealand Banking Group Ltd [2005] EWHC 830 (Comm) : Bailli</b> Signing a contract in different terms to a representation does not negative the right to claim damages for a misrepresentation that induces a party to enter into the contract.	Silberry DJ Richard	2005.05.25	QBD Commercial Court
<b>Mitigation – sufficient - adequate</b>	<b>Sembawang Corp Ltd v Pacific Ocean Shipping Corp [2004] EWHC 2743 (Comm)</b> Complaint was that the arbitrators finding that an owner who had lawfully terminated a ship conversion contract had not mitigated his losses by choosing a British and not a Singapore yard to complete the work. Held : Question of fact viz was there legally adequate mitigation , not law viz what is the lawful definition of mitigation. Challenge failed.	Gross Mr Justice	2004.11.25	QBD Commercial Court
<b>Mitigation of loss</b>	<b>Uzinterimpex JSC v Standard Bank Plc [2008] EWCA Civ 819: Bailli</b> Mitigation : Breach of duty - Damages - impact of failure to mitigate loss by the innocent party.	Clarke MR Sir Anthony; Laws LJ; Moore-Bick LJ	2008.07.15	CA
<b>Non-disclosure : Marine Insurance</b>	<b>Glencore International AG v Portman [1996] EWCA Civ 1206 : Bailli</b> Non disclosure of heavy prior losses invalidated policy.	Leggatt L;J; Hutchison LJ; Waller LJ.	1996.12.13	CA
<b>Notice provisions : status</b>	<b>Bunge Corporation (New York) v Tradax Export SA (Panama) [1981] UKHL 11 : bailli</b> A notice provision for shipment of goods in a sales contract is a condition, breach of which gives rise to a right to repudiate: Contract required 15 days notice : June shipment in June. By the 17 <sup>th</sup> June it was too late to give a valid notice – buyer in breach. Time is of the essence.	Wilberforce; Lord Fraser Lord Scarman Lord Lowry Lord Roskill Lord	1981.02.25	House of Lords
<b>Port lien on discharge</b>	<b>Jarl Tra AB v Convoys Ltd. [2003] EWHC 1488 (Comm) : Bailli</b> Validity of lien provisions on behalf of discharge stevedores and wharfingers for unpaid dues : carrier went into liquidation - with sums due to Convoys. Convoys exercised lien over cargo : held entitled to exercise lien over some but not all cargos concerned in this action.	Moore-Bick Mr Justice	2003.06.25	Commercial Court
<b>Procuring breach of contract : unlawful arrest</b>	<b>Kallang Shipping SA Panama v Axa Assurances Senegal [2008] EWHC 2761 (Comm) : Bailli</b> Successful application for damages for procuring the unlawful arrest of a vessel overseas by an insurance company in breach of the London Arbitration provisions in a contract. See also <i>Sotrade</i>	Hirst HHJ Jonathan	2008.11.19	Commercial Court

<b>Procuring breach of contract : unlawful arrest</b>	<b>Sotrade Denizcilik Sanayi VE Ticaret AS v Amadou Lo [2008] EWHC 2762 (Comm) : Bailli</b> Successful application for damages for procuring the unlawful arrest of a vessel overseas by an insurance company in breach of the London Arbitration provisions in a contract. See also <i>Kallang</i>	Hirst HHJ Jonathan	2008.11.19	Commercial Court
<b>Reasonable dispatch : deviation</b>	<b>Whistler International Ltd v. Kawasaki Kisen Kaisha Ltd [2000] UKHL 62 : Bailli</b> Utmost dispatch and deviation from the normal route under a time charter-party : employment of vessel.	Bingham Lord; Nicholls Lord ; Hope Lord; Hobhouse Lord.	2000.12.07	House of Lords
<b>Reasonable dispatch : Tug Tow</b>	<b>Ease Faith Ltd v Leonis Marine Management Ltd [2006] EWHC 232 (Comm)</b> Tug wrongfully proceeded at half speed pending payment of final stage of hire : vessel arrived late resulting in loss of sale of vessel bound for scrap. Held : Tow liable	Smith Mr Justice Andrew	2006.02.23	QBD Comm Div
<b>Redelivery : Bunkers – quantity &amp; redelivery</b>	<b>Georgian Maritime Corp v Sealand Industries [1997] EWCA Civ 2226 : bailli</b> Two certified questions : Appeal from award – set aside – leave to appeal granted but then set aside. Here – appeal from second set aside : whether the Charterers were entitled to cancel if, at the date and time provided in the cancelling clause, there was not a sufficient quantity of bunkers on board the vessel. whether the Charterers were entitled to cancel although they had not yet declared their option as to whether the vessel should be tendered at their berth in Hong Kong or dropping the last outward pilot, when the fact was that she was not yet ready to be delivered in either place if the contractual quantity of bunkers was an essential preliminary. CA concluded these are questions of general importance and therefore granted leave to appeal.	Staughton LJ; Judge LJ.	1997.07.29	CA
<b>Redelivery : Charter-back option</b>	<b>Nippon Yusen Kubishiki Kaisha v Golden Strait Corp [2003] EWHC 16 (Comm)</b> Held : Confirming award that an option to charter-back is not the same as redelivery.	Morison Mr Justice	2003.01.17	QBD Commercial Court
<b>Redelivery : options</b>	<b>Petroleo Brasileiro S.A. v Kriti Akti Shipping Co. S.A. [2003] EWHC 1634 (Comm)</b> Central issue here turned on whether <i>the 'Aspa Maria'</i> [1976] 2 Lloyd's Rep. 643 was correctly decided or alternatively that it was relevant to this case as determined by the tribunal. Court reaffirmed <i>The Dione</i> . The charterer in the circumstances of the case had the benefit both of a 15 day off hire extension and an option to extend. Consequently the vessel was still on hire when on a final voyage and thus the charterer was entitled to order a final return voyage. Appeal allowed.	Moore-Bick LJ	2003.07.09	QBD Commercial Court
<b>Redelivery : options to extend</b>	<b>Kriti Akti Shipping Co. SA v Petroleo Brasileiro SA [2004] EWCA Civ 116 : Bailli</b> Clause 3 “11 (eleven) months, 15 days more or less in Charterers’ option”. Clause 50 “Any loss of time during which the vessel is off hire shall count as part of the charter period and may be used by charterers at their option as an extension of the aforesaid charter period.”	Brooke VP. LJ ; Mance LJ; Mr Justice	2004.02.20	CA
<b>Redelivery Late</b>	<b>Transfield Shipping Inc v Mercator Shipping Inc [2008] UKHL 48 : Bailli</b> Damages : Late redelivery - legitimate last voyage : Held : Liability under charterparty limited to the commercial expectations of the chartering industry - viz - loss of the going market rate : the fact that an owner loses out on a lucrative charter due to extra-ordinary market conditions not to be taken into account.	Hoffmann Lord ; Hope Lord ; Rodger Lord ; Walker Lord; Hale Baroness.	2008.07.09	House of Lords
<b>Redelivery Late</b>	<b>Transfield Shipping Inc of Panama v Mercator Shipping Inc of Monrovia [2006] EWHC 3030 (Comm) Bailli</b> Appeal against the basis of damages award. Held “ <i>To award damages in this case on the basis of the difference between the market and the charter rate for the overrun would compensate the Owners for only a fraction of the true loss caused by the breach. In compensating them for the whole of it the majority did not, in my judgement, err in law. I shall, accordingly, dismiss the appeal.</i> ”	Clarke Mr Justice Christopher	2006.12.01	Commercial Court



<b>Redelivery Late assessment of damages</b>	<b>Transfield Shipping v Mercator Shipping : The Achilleas [2007] EWCA Civ 901 : Bailli</b> <i>If a charterer is liable to pay damages to an owner for late redelivery of the chartered vessel, are those damages limited by the principles of remoteness to the difference between the charter rate and the market rate at the time of redelivery (if the latter is higher than the charter rate) over the length of the overrun period, that is to say from the due redelivery date until actual redelivery, or can the owner claim damages based on the loss of his next fixture?</i>	Ward LJ; Tuckey LJ; Rix LJ	2007.09.06	CA
<b>Rightship approval system</b>	<b>Seagate Shipping Ltd v Glencore International AG [2008] EWHC 1904 (Comm) : Bailli</b> In a situation where an absence of certification under the Right ship approval system excluded a vessel from trading effectively was there an obligation for the owner to obtain and maintain RSA ? Held : No - and intentionally omitted from the charter. Since an RSA rating is a prerequisite of many ports is an order by the charterer to submit to RSA inspection an order of employment of the vessel? Yes.	Steel Mr Justice David	2008.07.31	Commercial Court
<b>Sale of goods by description</b>	<b>Fal Oil Co Ltd v Petronas Trading Corp Sdn Bhd [2004] EWCA Civ 822 : Bailli</b> Conforming goods – oil in water – demurrage : Appeal.	Buxton LJ; Mance LJ; Judghe LJ	2004.07.07	CA
<b>Sale of goods by description</b>	<b>Fal Oil Co Ltd v Petronas Trading Corp Sdn Bhd [2003] EWHC 2225 (Comm) : Bailli</b> Conforming goods - percentage of water in oil : demurrage.	Morison Mr Justice	2003.10.10	Commercial Court
<b>Sale of goods by description</b>	<b>Ronaasen &amp; Son v Arcos Ltd [1933] UKHL 1 : bailli</b> Whether goods (staves) complied with the description or not and thus whether or not the buyer could reject. Held : Sufficient deviation from description to justify a finding of non-compliance.	Buckmaster Lord; Blanesburgh Lord; Warring Lord; Atkin Lord; Macmillan. Lord	1933.02.02	House of Lords
<b>Sale of non-existent goods</b>	<b>Couturier v Hastie [1856] UKHL J3 : Bailli</b> C&F sale of goods : Loss or destruction of cargo prior to sale : passing of property and risk. Pre s6/7 SOGA 1893. Mr. Baron Alderson, Mr. Justice Wightman, Mr. Justice Creswell, Mr. Justice Erle, Mr. Justice Williams, Mr. Baron Martin, Mr. Justice Crompton, Mr. Justice Willes, and Mr. Baron Bramwell.	Anderson Mr Baron etc	1856.06.26	House of Lords
<b>Seaworthiness</b>	<b>Papera Traders Co. Ltd. v Hyundai Merchant Marine Co. Ltd. [2002] EWHC 118 (Comm)</b> Fire : allegations of unseaworthiness and actual fault and privity of management : incompetent crew.	Cresswell Mr Justice	2002.02.07	Commercial Court
<b>Seaworthiness</b>	<b>Borealis Ab v. Stargas Ltd and Bergesen D.Y. A/S [2001] UKHL 17: bailli</b> Uncargoworthiness - contaminated cargo : unsuccessful appeal from CA.	Hoffmann Lord; Mackay Lord ; Cooke Lord ; Hope Lord ; Hobhouse Lord.	2001.03.22	HL
<b>Seaworthiness</b>	<b>Rey Banano del Pacifico CA v Transportes Navieros Ecuatorianos [2000] EWHC 215 (Comm) : bailli</b> Voyage charterparty : grounding : competency of crew : charts and maps : cargo worthiness. Cargo claim by charterer and cargo owners. Bills of lading & HVR.	Langley Mr Justice	2000.02.24	Commercial Court
<b>Seaworthiness : Delivery : defects Shelltime 4 Cl 3</b>	<b>Poseidon Schiffahrt GMBH v Nomadic Navigation Company Ltd [1999] EWCA Civ 818 : bailli</b> Whether Clause 3(i) of the Shelltime 4 form of time charter has any application to defects in the vessel existing as at the time of her delivery as distinct from defects which came into existence after her delivery. Failed appeal.	Hirst LJ; Mummery LJ ; Buxton LJ.	1999.02.18	CA

<b>Seaworthiness – changes in the law</b>	<b>Golden Fleece Maritime Inc v ST Shipping &amp; Transport Inc [2007] EWHC 1890 (Comm) : Bailli</b> Liability for hire arising out of changes to national legislation requiring work on chartered vessels and restricting the range of vessels in the intervening period– viz ship-owner or charterer to bear the risk. Held : Liability fell on the owner. A variety of other claims as to speed and capacity referred to arbitration and outside the scope of the courts jurisdiction.	Cooke Mr Justice	2007.08.02	Commercial Court
<b>Seaworthiness – engine breakdown</b>	<b>Eridania Spa v Oetker [2000] EWCA Civ 184: Bailli</b> Cargo claim - unseaworthiness - engine break down : time charter and voyage sub charter. Defendant failed to discharge burden of proof.	Waller LJ; Clarke LJ; Sir Murray Stuart-Smith.	2000.06.08	CA
<b>Seaworthiness – exclusion of liability</b>	<b>Mitsubishi Corporation v Eastwind Transport Ltd. &amp; Ors [2004] EWHC 2924 (Comm) : bailli</b> Clause excluding liability for seaworthiness and cargo worthiness where H & HVR not applicable upheld.	Glick QC Ian	2004.12.15	Commercial Court
<b>Seaworthiness : frustration</b>	<b>Hong Kong Fir Shipping Co Ltd v Kawasaki Kisen Kaisha Ltd [1961] EWCA Civ 7 : bailli</b> Vessel was held to be unseaworthy due to insufficiency of engine crew : vessel was off hire for extensive periods for repair – arising out of inexperience of the crew. Was the charter frustrated? Held no : did not deprive charter of its purpose. Was a serious and extended breach of unseaworthiness a breach of condition? Held NO : Innominate term – in the circumstances charter retained value – and in addition charterer had option to extend charter by the off hire periods.	Sellers LJ; Upjohn LJ; Diplock LJ.	1961.12.20	CA
<b>Set Off</b>	<b>Econet Satellite Services Ltd. v Vee Networks Ltd [2006] EWHC 1664 (Comm)</b> No jurisdiction to deal with set off under the contract : Applicants confused the scope clause under UNCITRAL re procedure with the substantive law of the contract.	Field Mr Justice	2006.07.13	QBD Commercial Court
<b>Speed - warranty</b>	<b>Bayoil SA v Seawind Tankers Corporation [2000] EWHC 213 (Comm) : bailli</b> Whether there was a breach of the warranty of speed of a vessel (held YES) and whether that was covered by exception clause excluding damages (held YES).	Langley Mr Justice	2000.11.22	Commercial Court
<b>Suitable vessel : not challenged – sank : damages not available</b>	<b>P.T. Putrabali Adyamulia v. Socit Est Epices &amp; Enrico Webb James SNC [2003] 2 Lloyd's Rep. 700 : Westlaw</b> Goods shipped on a barge. Notice of shipment issued and not challenged within 3 days. Barge sank. Cargo owner claimed – Board held that failure to challenge in time not relevant since cargo owner did not know the vessel was not an ocean going powered vessel. On appeal court held tribunal erred in that the contract did not specify classification. It was up to cargo owner to make inquiries and challenge in the 3 day period. Failed to do so. Claim failed.	Havelock-Allan QC HHJ	2003.05.19	Commercial Court
<b>Surveyor's liability</b>	<b>Marc Rich &amp; Co AG v Bishop Rock Marine Co Ltd [1995] UKHL 4 : Nicholas H : bailli</b> Liability of surveyor for lost cargo having certified that a vessel fit to sail – which was subsequently lost at sea	Keith Lord Jauncey Lord Browne-Wilkinson L Lloyd Lord Steyn. Lord	2000.04.06	House of Lords
<b>Surveyor's liability for cargo loss</b>	<b>Nicholas H : Marc Rich &amp; Co AG v Bishop Rock Marine Co Ltd [1995] UKHL 4: bailli</b> Liability of surveyor for loss of cargo.	Keith Lord ; Jauncey Lord : Browne Wilkinson Lord ; Lloyd Lord Steyn Lord.	1995.07.06	House of Lords

<b>Tug-tow Salvage : valuation</b>	<b>Maridive VII v Key Singapore, Owners and Demise Charterers of the oil rig [2004] EWHC 2227 (Comm)</b> Appeal arbitrator changed the base value upon which the award was compounded and further altered the contributions of the parties in respect of a salvage and tow claim. The consequent reduction in the award was challenged. Court held : The second arbitrator made no errors of law or principle. Decision of fact – challenge failed.	Steel Mr Justice David	2004.10.06	QBD Commercial Court
<b>Valuation of cargo : due date</b>	<b>Fleming &amp; Wendeln GmbH &amp; Co v Sanofi Sa/ag [2003] EWHC 561 (Comm) : bailli</b> GAFTA appeals tribunal : Appeal - clause 28 of GAFTA form 78, the buyer having held the seller in default and terminated the contract, the buyer is entitled to damages assessed as the difference between the contract price and the market price of the cargo at the end of the delivery period. Board correct to determine that breach occurred at an earlier date and clause 28 not applicable. A s67 Jurisdiction challenge where point referred back to GAFTA by the court failed. Market price and due date for assessment of market price in an international trade claim. Was the date of failure to nominate a silo the date to assess market value – dealt with under s67 – jurisdiction of Gafta appeals board. Held : remission a term of the contract : no excess of jurisdiction : it was a determination the board was entitled to reach.	Cresswell Mr Justice	2003.03.20	Commercial Court
<b>Warehouse liability for theft pre shipment</b>	<b>Southampton Cargo Handling Plc v Lotus Cars Ltd [2000] EWCA Civ 252 : bailli</b> Theft of Lotus Car pre-shipment : liability as bailee of Dock facilities operators pursuant to a received for shipment bill of lading. Stevedores not liable never having taken possession or responsibility for care of the goods awaiting shipment.	Peter Gibson LJ; Chadwick LJ; Rix LJ.	2000.07.31	CA
<b>Warranty : Marine Insurance</b>	<b>Pratt v Aigaion Insurance Company SA [2008] EWCA Civ 1314 : Bailli</b> Meaning of the Clause " <i>Warranted Owner and/or Owner's experienced skipper on board and in charge at all times and one experienced crew member.</i> " limited to times when the vessel operational, not when tied up. Fire on fishing vessel while crew off vessel eating. Held : no breach of warranty.	Clarke MR Sir Anthony : Kay LJ Maurice : Burnton LJ Stanley	2008.11.27	CA
<b>Withdrawal Injunction against re-charter</b>	<b>Lauritzencool Ab v Lady Navigation Inc [2004] EWHC 2607 (Comm)</b> Injunction restraining owners from fixing vessels subject to a charterparty pending outcome of arbitration.	Cooke Mr Justice	2004.11.12	QBD Commercial Court
<b>Withdrawal Injunctive relief : against re-charter</b>	<b>Lady Navigation Inc v Lauritzencool AB [2005] EWCA Civ 579</b> Court issued injunctive relief to the effect that vessels subject to charters which had given rise to a dispute should not be chartered out to third parties pending the outcome of the arbitration. Appeal asserting this amounted to specific performance and was not allowed dismissed.	Judge LJ; Mance LJ; Thomas LJ	2005.05.17	CA
<b>Withdrawal of vessel : damages : mitigation</b>	<b>Hawk Shipping Ltd v. Cron Navigation Ltd [2003] EWHC 1828 (Comm) : Westlaw</b> Mitigation of loss : burden of proof. Unlawful withdrawal of a vessel. Did the tribunal consider failure to mitigate ? Held : No. Unlike goods, damages are not assessed on an available market. For owner to prove there was an alternative vessel available. This is an issue of fact not law and not amenable to s69 challenge.	Toulson Mr Justice	2003.07.11	Commercial Court
<b>Withholding notice</b>	<b>Port of Tilbury (London) Ltd v Stora Enso Transport &amp; Distribution Ltd [2008] EWHC 992 (TCC) : bailli</b> Withholding notice : Validity - right to set off counterclaims - enforcement of / appeal against summary judgement.	Ramsey Mr Justice	2008.05.07	TCC