

LONDON  
MARITIME  
ARBITRATION  
FOURTH EDITION

CLARE AMBROSE  
KAREN MAXWELL  
MICHAEL COLLETT

CONSULTANT EDITOR  
BRUCE HARRIS

**informa** law  
from Routledge

LONDON MARITIME ARBITRATION

LLOYD'S SHIPPING LAW LIBRARY  
Series editors: Clare Ambrose  
and Hatty Sumption

LLOYD'S SHIPPING LAW LIBRARY

*CMR: Contracts for the International Carriage of  
Goods by Road*  
fourth edition

By Andrew Messent and David A. Glass  
(2017)

*Merchant Shipping Legislation*  
third edition

by Aengus R.M. Fogarty  
(2017)

*Berlingieri on Arrest of Ships*  
sixth edition

by Francesco Berlingieri  
(2016)

*The Law of Ship Mortgages*  
second edition

by David Osborne, Graeme Bowtle and Charles  
Buss  
(2016)

*Laytime and Demurrage*  
seventh edition

by John Schofield  
(2016)

*Offshore Construction: Law and Practice*

by Stuart Beadnall and Simon Moore  
(2016)

*Bills of Lading*  
second edition

by Richard Aikens, Richard Lord and Michael Bools  
(2016)

*Marine Cargo Insurance*  
second edition

by John Dunt  
(2015)

*Refund Guarantees*  
by Mark Davis

(2015)

*Time Charters*  
seventh edition

by Terence Coghlin, Andrew W. Baker Q.C.,  
Julian Kenny, John D. Kimball, and Thomas H.  
Belknap, Jr  
(2015)

*Voyage Charters*  
fourth edition

by Julian Cooke, Timothy Young Q.C.,  
Michael Ashcroft Q.C., Andrew Taylor,  
John D. Kimball, David Martowski,  
LeRoy Lambert and Michael Sturley  
(2015)

# LONDON MARITIME ARBITRATION

FOURTH EDITION

BY

CLARE AMBROSE, FCIARB

*Barrister, 20 Essex Street*

KAREN MAXWELL

*Barrister, 20 Essex Street*

MICHAEL COLLETT QC, MCIARB

*Barrister, 20 Essex Street*

CONSULTANT EDITOR

BRUCE HARRIS, FCIARB

*Chartered Arbitrator*

**informa law**  
from Routledge

Fourth edition published 2018  
by Informa Law from Routledge  
2 Park Square, Milton Park, Abingdon, Oxon OX14 4RN

and by Informa Law from Routledge  
711 Third Avenue, New York, NY 10017

*Informa Law from Routledge is an imprint of the Taylor & Francis Group, an Informa business*

© 2018 Clare Ambrose, Karen Maxwell and Michael Collett

The right of Clare Ambrose, Karen Maxwell and Michael Collett to be identified as authors of this work has been asserted by them in accordance with sections 77 and 78 of the Copyright, Designs and Patents Act 1988.

All rights reserved. No part of this book may be reprinted or reproduced or utilised in any form or by any electronic, mechanical, or other means, now known or hereafter invented, including photocopying and recording, or in any information storage or retrieval system, without permission in writing from the publishers.

Whilst every effort has been made to ensure that the information contained in this book is correct, neither the authors nor Informa Law can accept any responsibility for any errors or omissions or for any consequences arising therefrom.

*Trademark notice:* Product or corporate names may be trademarks or registered trademarks, and are used only for identification and explanation without intent to infringe.

First edition published 1996 LLP Professional Publishing  
Third edition published 2009 by Informa Law

*British Library Cataloguing-in-Publication Data*

A catalogue record for this book is available from the British Library

*Library of Congress Cataloging-in-Publication Data*

Names: Ambrose, Clare, author. | Maxwell, Karen, 1968-, author. | Collett, Michael, (Lawyer), author.

Title: London maritime arbitration / by Clare Ambrose, Karen Maxwell and Michael Collett QC.

Description: Fourth edition. | New York, NY : Routledge, 2017. | Series: Lloyd's shipping law library

Identifiers: LCCN 2017009276 | ISBN 9781138845046 (hbk) | ISBN 9781315619316 (ebk)

Subjects: LCSH: Maritime law—Great Britain. | Arbitration and award—Great Britain.

Classification: LCC KD1819 .A75 2017 | DDC 343.4109/6—dc23

LC record available at <https://lcn.loc.gov/2017009276>

ISBN: 978-1-138-84504-6 hbk  
eISBN: 978-1-315-61931-6 ebk

Typeset in Times New Roman  
by Apex CoVantage, LLC

# OUTLINE CONTENTS

<i>Foreword</i>	xxv	
<i>Preface</i>	xxvii	
<i>Abbreviations</i>	xxix	
<i>Table of cases</i>	xxxi	
<i>Table of legislation</i>	lxvii	
<i>Table of Civil Procedure Rules</i>	lxxv	
CHAPTER 1	LONDON MARITIME ARBITRATION	1
CHAPTER 2	THE ARBITRATION ACT 1996	20
CHAPTER 3	MEDIATION AND ARBITRATION	31
CHAPTER 4	THE ARBITRATION AGREEMENT	42
CHAPTER 5	THE CONFLICT OF LAWS	63
CHAPTER 6	DISPUTES ABOUT THE TRIBUNAL'S JURISDICTION	77
CHAPTER 7	STAYS OF ENGLISH COURT PROCEEDINGS BROUGHT IN BREACH OF AN AGREEMENT TO ARBITRATE	96
CHAPTER 8	INJUNCTIONS AND ARBITRATION	115
CHAPTER 9	EXTENDING AGREED TIME LIMITS FOR BEGINNING ARBITRAL PROCEEDINGS	135
CHAPTER 10	APPOINTMENT OF ARBITRATORS AND UMPIRES	149
CHAPTER 11	THE ARBITRATOR	169
CHAPTER 12	PROCEDURE AND EVIDENCE	190
CHAPTER 13	CONFIDENTIALITY IN ARBITRATION	219

OUTLINE CONTENTS

CHAPTER 14	REMEDIES FOR DELAY	231
CHAPTER 15	ARBITRATION AND THIRD PARTIES	244
CHAPTER 16	PRELIMINARY ISSUES	267
CHAPTER 17	SECURITY FOR COSTS	274
CHAPTER 18	SECURITY FOR CLAIMS IN ARBITRATION	286
CHAPTER 19	ARBITRATION AWARDS	303
CHAPTER 20	ARBITRATORS' FEES AND EXPENSES	334
CHAPTER 21	COSTS	354
CHAPTER 22	CHALLENGING AN AWARD IN THE ENGLISH COURTS	371
CHAPTER 23	ENFORCEMENT OF AWARDS	421
CHAPTER 24	APPLICATIONS TO THE ENGLISH COURT RELATING TO ARBITRATION	439
APPENDIX A	ARBITRATION ACT 1996	449
APPENDIX B	THE LMAA TERMS (2017)	505
APPENDIX C	THE SMALL CLAIMS PROCEDURE (2017)	531
APPENDIX D	THE INTERMEDIATE CLAIMS PROCEDURE (2017)	537
APPENDIX E	THE LMAA/BALTIC EXCHANGE MEDIATION TERMS (2009)	547
APPENDIX F	THE UNCITRAL MODEL LAW	555
APPENDIX G	CPR PART 62 – ARBITRATION CLAIMS	569
APPENDIX H	PRACTICE DIRECTION 62 – ARBITRATION	579
APPENDIX I	THE ADMIRALTY & COMMERCIAL COURTS GUIDE	585
APPENDIX J	DEPARTMENTAL ADVISORY COMMITTEE ON ARBITRATION LAW REPORT ON THE ARBITRATION BILL	597

OUTLINE CONTENTS

APPENDIX K	DEPARTMENTAL ADVISORY COMMITTEE ON ARBITRATION LAW SUPPLEMENTARY REPORT ON THE ARBITRATION ACT 1996	651
APPENDIX L	FLOW CHARTS	
	(I) LMAA STANDARD PROCEDURE	663
	(II) LMAA ICP PROCEDURE	664
	(III) LMAA SMALL CLAIMS PROCEDURE	665
	(IV) ARBITRATION CLAIMS	666
APPENDIX M	THE LMAA TERMS (2012)	669
APPENDIX N	THE LMAA SMALL CLAIMS PROCEDURE (2012)	691
APPENDIX O	THE LMAA INTERMEDIATE CLAIMS PROCEDURE (2012)	697
	<i>Index</i>	707





# Taylor & Francis

Taylor & Francis Group

<http://taylorandfrancis.com>

# DETAILED CONTENTS

<i>Foreword</i>	xxv
<i>Preface</i>	xxvii
<i>Abbreviations</i>	xxix
<i>Table of cases</i>	xxx
<i>Table of legislation</i>	lxvii
<i>Table of Civil Procedure Rules</i>	lxxv
CHAPTER 1 LONDON MARITIME ARBITRATION	1
A. Introduction	1
B. The London Maritime Arbitrators Association (“the LMAA”)	2
History and aims	2
Members	3
C. The LMAA Terms	4
When are LMAA Terms applicable?	5
Alternative LMAA procedures	7
Which LMAA Terms apply?	7
D. London Salvage Arbitration	8
E. The LCIA	10
F. Other London arbitration	10
G. London maritime arbitration compared with other seats	11
H. Maritime arbitration and the Civil Procedure Rules	13
I. Arbitration and the Human Rights Act 1998	16
J. London arbitration and Brexit	19
CHAPTER 2 THE ARBITRATION ACT 1996	20
A. Introduction	20
B. History	21
The Mustill Report	21
The Marriott Working Group	22
Work under the auspices of the Department of Trade and Industry	22
C. Aims	23
D. Application	24
Commencement	24
Relevance of the seat	25
Mandatory provisions	26

DETAILED CONTENTS

E. Interpretation	26
Relevance of earlier case law	27
Recourse to the Model Law	28
Use of the DAC reports	29
F. Time limits	29
Reckoning time limits	29
Extension of time limits	30
CHAPTER 3 MEDIATION AND ARBITRATION	31
A. Introduction	31
B. Agreements to mediate or use other forms of ADR	32
Enforceability of the clause	33
Whether there is a condition precedent to arbitration	34
Resolution of disputes about the effect of the clause	35
C. LMAA/Baltic Exchange Mediation Terms	35
D. Procedure	36
E. Confidentiality in mediation	37
F. The role of arbitrators in encouraging mediation	38
G. Costs implications of mediation	39
Costs implications of refusing to mediate	39
H. EU Directive 2008/52 on mediation	40
CHAPTER 4 THE ARBITRATION AGREEMENT	42
A. Introduction	42
B. Types of arbitration agreement	43
Agreements to refer existing disputes	43
Express and implied arbitration agreements	43
Hybrid or tiered arbitration agreements	45
Unilateral arbitration clauses	47
C. Form	48
Agreements to be in writing	48
The meaning of “agreement in writing”	48
Conflicting clauses	50
D. Uncertainty	51
E. Incorporation	52
The 1996 Act	53
Bills of lading	53
The <i>Annefield</i>	56
F. The parties	57
Capacity	57
Administration or liquidation of corporate party to an arbitration agreement	58
G. Scope and construction	58
H. Counterclaims	59
I. <i>Scott v Avery</i> clauses	60
Loss of right to rely on <i>Scott v Avery</i> clauses	61
J. Termination	61

DETAILED CONTENTS

CHAPTER 5 THE CONFLICT OF LAWS	63
A. Introduction	63
B. The agreement to arbitrate	65
C. The substance of the dispute	69
D. The procedure of the arbitration	71
Procedure normally governed by law of the seat of the arbitration	71
The 1996 Act	72
Application of mandatory provisions	72
Designation of the seat of the arbitration	73
The court’s supportive powers available regardless of seat	74
E. The reference to arbitration	74
F. The arbitration award	75
CHAPTER 6 DISPUTES ABOUT THE TRIBUNAL’S JURISDICTION	77
A. Introduction	77
Common law background	78
B. Types of jurisdictional issue	79
“Whether there is a valid arbitration agreement”	80
“Whether the tribunal is properly constituted”	81
“What matters have been submitted to arbitration in accordance with the arbitration agreement”	81
C. Separability	82
D. The scheme of the statutory provisions	84
E. Tribunal’s power to rule on its own jurisdiction	84
Source of the tribunal’s power	84
Relationship with stays	85
Practice	86
Challenging the tribunal’s ruling	87
<i>Ad hoc</i> agreements	89
F. Court’s power to determine jurisdictional issues	90
Preliminary determination of jurisdictional issue under section 32	90
Post-award challenge under section 67	91
Non-participating parties	92
G. Arbitral proceedings pending challenges to jurisdiction	93
H. Loss of the right to object	94
CHAPTER 7 STAYS OF ENGLISH COURT PROCEEDINGS BROUGHT IN BREACH OF AN AGREEMENT TO ARBITRATE	96
A. Introduction	96
B. Mandatory stays under section 9 of the 1996 Arbitration Act	97
The basic requirements for a stay	97
The requirements under section 9(1) of the 1996 Act	98
“A party to an arbitration agreement”	98
“A party to an arbitration agreement against whom legal proceedings are brought . . . in respect of a matter . . . to be referred to arbitration”	99
“A matter to be referred”	100

DETAILED CONTENTS

No step taken in the proceedings “to answer the substantive claim”	101
Section 9(4): “The court shall grant a stay unless satisfied that the arbitration agreement is null, void, inoperative or incapable of being performed”	103
Burden and standard of proof on the requirements under section 9	106
C. The court’s inherent jurisdiction to grant a stay	107
D. Stays and jurisdictional issues	108
The interests of efficient case management	109
Issues of principle	110
E. Practice	113
Stays and obtaining permission to serve out of the jurisdiction	113
Security for a claim	113
Appeals	114
CHAPTER 8 INJUNCTIONS AND ARBITRATION	115
A. Introduction	115
B. Types of injunction	116
C. Arbitrators’ jurisdiction to grant injunctions	117
D. The statutory basis for injunctions	118
E. Anti-suit injunctions	121
Injunctions to restrain proceedings within the EU	122
Alternative remedies for EU proceedings, including anti-suit injunctions from the arbitral tribunal	123
Injunctions to restrain proceedings outside the EU	125
F. Anti-arbitration injunctions	130
G. Practice	134
CHAPTER 9 EXTENDING AGREED TIME LIMITS FOR BEGINNING ARBITRAL PROCEEDINGS	135
A. Introduction	135
B. The application of the power to extend time	136
Under section 12	136
An agreement to refer future disputes to arbitration	137
The agreement provides that a claim shall be barred, or the claimant’s right extinguished	137
The arbitration agreement fixes a period for taking some step to begin arbitral proceedings (or other dispute resolution procedures which must be exhausted before arbitral proceedings can be begun)	138
A claim has arisen	139
Any available arbitral process for obtaining an extension of time has been exhausted	139
The time provided by statute for commencing arbitration has not expired	140
C. The test for granting an extension	140
The circumstances are such as were outside the reasonable contemplation of the parties when they agreed the provision in question	141

DETAILED CONTENTS

It would be just to extend time	142
The conduct of one party makes it unjust to hold the other party to the strict terms of the provision in question	143
Application of the test under section 12(3)	143
D. When time begins to run	145
E. Practice	146
The arbitration claim	146
Alternative applications based on the time-bar being inapplicable	146
Costs	147
Conditions and length of extension	148
Appeals	148
 CHAPTER 10 APPOINTMENT OF ARBITRATORS AND UMPIRES	 149
A. Introduction	149
B. Number of arbitrators to be appointed	149
C. Procedures for the appointment of arbitrators	150
Appointment of a sole arbitrator	152
Appointment of tribunals of two arbitrators	153
Appointment of tribunals of three arbitrators	154
Appointment of tribunals of more than three arbitrators and other cases	154
D. Default procedure where one party fails to appoint an arbitrator	155
Where a sole arbitrator is to be appointed	155
Where two or three arbitrators are to be appointed	158
Where there are to be more than three arbitrators and other cases	160
E. Appointment of umpires	160
Default appointments of umpires	161
F. Substituting arbitrators and umpires	161
G. Remedies for defective appointments	162
H. Commencing arbitration for the purpose of time limits	164
What notice is required to commence arbitration?	164
Service of the notice	167
Contractual time-bars	167
I. Terms of appointment	168
 CHAPTER 11 THE ARBITRATOR	 169
A. The arbitrator's status	169
B. Qualifications	170
Qualifications required by the arbitration clause	170
Membership of arbitral organisations	171
C. Bias	173
The test for bias	173
Actual bias	174
An arbitrator's personal interest in the outcome	174
Apparent bias	175
D. Remedies against an arbitrator	179
Pre-award remedies	179

DETAILED CONTENTS

Revocation of an arbitrator’s authority	180
Removal of an arbitrator	180
Removal on grounds of circumstances raising justifiable doubts as to the impartiality of the arbitrator	181
Removal on grounds that the arbitrator does not possess the qualifications required by the arbitration agreement	181
Removal for mental or physical incapacity	181
Removal for failure or refusal “properly to conduct the proceedings”	181
Failure or refusal to use all reasonable despatch in conducting the proceedings or making an award	182
Post-award challenge	183
E. Loss of the right to object to an arbitrator	183
Scope of section 73	184
When and what sort of objection must be made?	185
The consequences of making an objection	186
F. Arbitrators’ immunity	187
G. Resignation of an arbitrator	188
LMAA Terms on resignation	189
CHAPTER 12 PROCEDURE AND EVIDENCE	190
A. Introduction	190
B. The source of control over procedure	190
C. Mandatory duties of the tribunal and of the parties	191
Mandatory duty of the tribunal	191
Section 33(a)	192
Oral hearings	193
Opportunity to put case	193
Opportunity to reply to opponent’s case	194
Arbitrations on documents only	196
Non-participating parties	197
Other aspects of section 33(a)	197
Section 33(b)	197
Mandatory duty of the parties	198
D. Agreement of the parties	199
The LMAA Terms	199
E. Powers of the tribunal	200
F. Procedure in London maritime arbitration	201
Communicating with the tribunal	201
Statements of case	201
Questionnaires	203
Disclosure	203
Privileged documents	204
Disputed disclosure	204
Evidence	205
Witness statements	205
Absent witnesses	206

DETAILED CONTENTS

Expert evidence	207
Oral hearings	208
Fixing hearing dates	208
Adjournment applications	208
Documents for the hearing	209
Skeleton arguments	209
The hearing	209
New evidence tendered before an award is made	210
New evidence tendered after an award	210
Documents-only procedure	211
Interlocutory applications	211
Inquisitorial role	211
G. The LMAA Small Claims Procedure	212
H. The FALCA Rules	213
I. The LMAA Intermediate Claims Procedure	214
J. Sanctions for failure to comply with procedural orders	216
K. Judicial sanctions and supportive powers	216
Judicial sanctions	216
Supportive powers of the court	217
CHAPTER 13 CONFIDENTIALITY IN ARBITRATION	219
A. Introduction	219
B. The nature of the duty	219
C. Exceptions	221
Consent	221
Order or permission of the court	222
Protection of legitimate interests of an arbitrating party	222
The interests of justice	223
The public interest	224
D. Confidentiality of awards	225
E. Confidentiality and court proceedings	227
Court hearing in public or private	227
Judgment published or private	228
Disclosure of court documents	229
F. Practice and remedies	230
CHAPTER 14 REMEDIES FOR DELAY	231
A. Introduction	231
B. Contractual provisions	231
C. The statutory duty of the tribunal and the parties to avoid delay	232
The nature of the duty	232
Remedies for breach of duty	233
Breach of section 33	233
Breach of section 40	233
D. Remedies under section 41 of the 1996 Act	234
The application of section 41(3)	235



DETAILED CONTENTS

The principles governing section 41(3)	236
Inordinate delay	236
The relevance of pre-commencement delay and limitation periods	237
Inexcusable delay	238
Serious prejudice or substantial risk of unfair resolution of disputes	238
Serious prejudice	239
Substantial risk of unfair resolution of the dispute	240
Practice	240
Failure to make submissions: section 41(4)	241
Peremptory orders: section 41(5)	241
E. Practical measures to avoid delays	242
CHAPTER 15 ARBITRATION AND THIRD PARTIES	244
A. Introduction	244
B. Consolidated arbitrations and concurrent hearings	245
Concurrency under LMAA Terms	247
Express agreements to consolidate proceedings	248
C. Practice in multi-party disputes	248
Appointment	248
The conduct of the arbitration	249
Submissions and evidence	250
D. Costs and third parties	251
Costs in multi-party disputes	252
LMAA Terms and recovery of costs against third parties	253
Security for costs	254
Costs orders against third parties maintaining an arbitration	254
Costs orders against lawyers	255
Consolidation and costs	255
E. Agents and arbitration	255
F. Assignment	256
G. Insurers	258
H. Contracts (Rights of Third Parties) Act 1999	259
Introduction	259
Application of the Contracts (Rights of Third Parties) Act 1999	260
Jurisdictional issues	262
Appointment of the tribunal	262
Can disputes between all the parties be joined?	263
Enforcement of terms enabling a third party to arbitrate	264
I. Effects of arbitration awards on third parties	265
CHAPTER 16 PRELIMINARY ISSUES	267
A. Introduction	267
B. The arbitrator's determination of preliminary issues	268
Procedure	270
C. The court's determination of preliminary issues of law	270
Determination under section 45 of the 1996 Act	270

DETAILED CONTENTS

Procedure on making an application under section 45	272
Costs	273
CHAPTER 17 SECURITY FOR COSTS	274
A. Introduction	274
B. Arbitrators' powers to grant security for costs	274
C. Discretion on security for costs	275
Difficulty of enforcement of an award of costs	276
The nature of the arbitration	278
Counterclaiming respondents	278
Merits of the claim (or counterclaim)	279
Impecuniosity and oppressive use of an application for security	279
Delay in making the application	280
D. The courts' power to grant security for costs of court applications	280
E. Practice in applications for security for costs	281
Agreeing security	281
Applications for security	282
F. Form and amount of security for costs	282
G. Challenging an order for security for costs	283
H. Consequences of failing to give security	284
CHAPTER 18 SECURITY FOR CLAIMS IN ARBITRATION	286
A. Introduction	286
Power of tribunal and of court	287
Court's powers to make orders against third parties	287
B. Freezing injunctions	287
Jurisdiction	288
The tribunal	288
The court	289
"Unless otherwise agreed"	290
"Urgency" and the relationship between sections 44(3) and 44(4)	291
Inability of tribunal to act effectively	291
Third parties: <i>Chabra</i> orders	292
The effect of a freezing injunction	293
Ancillary orders	294
When to apply for a freezing injunction	294
How to apply for a freezing injunction	295
The application	295
The terms of the order	296
The principles governing the grant of a freezing injunction	297
Good arguable case	297
Real risk that the award will not be satisfied	297
C. Arrest of vessels	298
Stay of the proceedings	298
Power to continue arrests	299
D. Other means of securing claims	300

DETAILED CONTENTS

Appointment of receiver	301
Power to make order for preservation of property	301
Tribunal’s power	301
Court’s power	301
Order for sale of goods	302
Discretionary orders	302
CHAPTER 19 ARBITRATION AWARDS	303
A. Introduction	303
B. Decision-making	304
C. Awards on different issues: partial awards	306
D. Provisional awards	308
E. When is a decision an award?	308
F. Formalities of an award	311
Recitals	312
G. Remedies	312
H. Agreed awards	313
I. Certainty and completeness	314
J. Reasons for an award	314
The requirement to give reasons	314
What reasons are expected?	315
Relief if no reasons are given or the reasons are inadequate	317
Reasons of a dissenting arbitrator	319
K. Correcting mistakes	319
The relationship between applications under section 57 and sections 67–69	322
L. The effect of an award	324
M. Interest on awards	328
Interest payable up to the date of the award on an amount awarded (section 49(3)(a))	331
Interest payable from the date of the award on an amount awarded (section 49(4))	331
Interest on an amount claimed in the arbitration but paid before the award is made (section 49(3)(b))	331
Interest pursuant to other powers (section 49(6))	331
N. Currency of an award	332
CHAPTER 20 ARBITRATORS’ FEES AND EXPENSES	334
A. Introduction	334
B. Agreements on fees	334
C. The amount of fees recoverable	336
Fees and expenses in LMAA arbitrations	337
D. Who pays an arbitrator’s fees?	338
E. How an arbitrator will secure payment of fees	339
An arbitrator’s lien over awards	339
Payment in advance: booking fees, commitment fees and deposits	340

DETAILED CONTENTS

Interim payments	341
LMAA Terms on interim payment	342
Security for fees	343
LMAA Terms on security for the tribunal’s fees	344
An arbitrator’s right to sue for fees	345
F. Fees on settlement, resignation, death, removal or where no valid award is made	346
Settlement of the dispute	346
Resignation	347
Death or illness	348
Removal or no valid award made	349
G. Challenging fees	350
Challenging the amount of fees payable	350
Practice	352
Other means of challenge – jurisdiction, appeals, removal and serious irregularity	352
CHAPTER 21 COSTS	354
A. Introduction	354
B. Meaning of “costs”	355
C. Controlling the costs of an arbitration	356
Procedural steps	356
Power to limit recoverable costs	358
Multi-party situations	359
D. Agreements governing costs	359
Agreements governing the incidence of costs	359
Agreements governing the recoverability of costs: LMAA Small Claims and Intermediate Claims Procedures	360
E. Tribunal’s power to decide who pays costs	360
Power to make an award	360
Procedure	361
Final hearings	361
Interlocutory applications	361
General principle: costs follow the event	361
Departing from the general principle	362
The conduct of the parties	363
Partial success	364
Counterclaims	364
F. Offers to settle	365
Without prejudice offers	365
Open offers	365
Offers without prejudice save as to costs	365
G. The amount of costs recoverable	367
H. Challenging costs awards	368
I. Third party funding	369

CHAPTER 22	CHALLENGING AN AWARD IN THE ENGLISH COURTS	371
A.	Introduction	371
B.	Appeals	372
	Agreements excluding the right of appeal	373
	Questions of law arising out of the award	373
	Discretion to grant permission to appeal	376
	The determination of the question will substantially affect the rights of one or more of the parties	376
	The question is one which the tribunal was asked to determine	376
	The tribunal was “obviously wrong” or “the question is one of general public importance and the decision of the tribunal is at least open to serious doubt”	377
	Despite the agreement of the parties to resolve the matter by arbitration, it is just and proper in all circumstances for the court to determine the question	379
	The permission to appeal application	380
	The substantive appeal hearing	382
	Costs of an appeal	385
C.	Challenging an award for serious irregularity	385
	Substantial injustice	386
	The grounds of irregularity under section 68	389
	(a) Failure by the tribunal to comply with its general duty under section 33	389
	(b) The tribunal exceeding its powers (otherwise than by exceeding its substantive jurisdiction)	392
	(c) Failure by the tribunal to conduct the proceedings in accordance with the procedure agreed by the parties	393
	(d) Failure by the tribunal to deal with all the issues that were put to it	394
	(e) Any arbitral or other institution or person vested with powers in relation to the proceedings or the award exceeding its powers	397
	(f) Uncertainty or ambiguity as to the effect of the award	397
	(g) The award being obtained by fraud or the award or the way in which it was procured being contrary to public policy	397
	Failure to comply with the requirements as to the form of the award	401
	An irregularity in the conduct of the proceedings or in the award which is admitted by the tribunal or by any arbitral institution or party vested with powers	401
D.	Challenging an award for lack of jurisdiction	402
	Challenge under section 67 of the 1996 Act	402
	Challenge under section 68 or 69 of the 1996 Act	403
	Declaratory, injunctive and other relief	403
E.	Has any available process of appeal or correction been exhausted?	404

DETAILED CONTENTS

F. Time limits and loss of the right to challenge	405
The statutory time limit	405
Time limits where corrections are sought from the tribunal	406
Extension of time limits	408
Loss of the right to challenge an award	411
G. The effect of a challenge	411
Pending decision on the challenge	411
Relief available	412
Remission as the default option	412
Confirmation	415
Variation	415
Setting aside the award or declaring it to be of no effect	416
H. Appeals to the Court of Appeal	417
I. Practice in making a challenge	418
Procedure common to all types of challenge	418
Practice on challenges for serious irregularity or lack of jurisdiction	420
 CHAPTER 23 ENFORCEMENT OF AWARDS	 421
A. Introduction	421
B. Summary enforcement: section 66	422
Scope of application	422
The remedy under section 66	423
Enforcement of non-monetary awards	424
Limits to the section 66 procedure	424
Procedure for section 66 application	425
C. Action on the award	426
Basis of the action	426
Procedure	427
D. Defences to enforcement: section 66	427
Lack of jurisdiction	428
Defects in form or substance	428
Limitation	428
Public policy	429
State immunity	431
Suspension of award or stay of enforcement	431
E. The order enforcing the award	432
Partial enforcement	432
Costs	433
Interest	433
Foreign currency	433
F. Security for enforcement	434
G. Enforcement in the UK of foreign awards	435
Defences to enforcement	436

DETAILED CONTENTS

CHAPTER 24 APPLICATIONS TO THE ENGLISH COURT RELATING TO ARBITRATION	439
A. Types of application to court	439
Arbitration claims	439
Other arbitration-related applications and proceedings	440
B. Commencing an arbitration claim	440
Time limits	440
Issue of arbitration claim form	441
Notice requirements	441
Without notice applications	442
C. Service	442
Service out of the jurisdiction	442
D. Procedure and case management	444
Security for costs and award	444
Hearings	445
Costs	445
E. Appeals to the Court of Appeal	445
Permission to appeal	445
The approach of the Court of Appeal on an appeal	447
APPENDIX A ARBITRATION ACT 1996	449
APPENDIX B THE LMAA TERMS (2017)	505
APPENDIX C THE SMALL CLAIMS PROCEDURE (2017)	531
APPENDIX D THE INTERMEDIATE CLAIMS PROCEDURE (2017)	537
APPENDIX E THE LMAA/BALTIC EXCHANGE MEDIATION TERMS (2009)	547
APPENDIX F THE UNCITRAL MODEL LAW	555
APPENDIX G CPR PART 62 – ARBITRATION CLAIMS	569
APPENDIX H PRACTICE DIRECTION 62 – ARBITRATION	579
APPENDIX I THE ADMIRALTY & COMMERCIAL COURTS GUIDE	585
APPENDIX J DEPARTMENTAL ADVISORY COMMITTEE ON ARBITRATION LAW REPORT ON THE ARBITRATION BILL	597
APPENDIX K DEPARTMENTAL ADVISORY COMMITTEE ON ARBITRATION LAW SUPPLEMENTARY REPORT ON THE ARBITRATION ACT 1996	651

DETAILED CONTENTS

APPENDIX L	FLOW CHARTS	
	(I) LMAA STANDARD PROCEDURE	663
	(II) LMAA ICP PROCEDURE	664
	(III) LMAA SMALL CLAIMS PROCEDURE	665
	(IV) ARBITRATION CLAIMS	666
APPENDIX M	THE LMAA TERMS (2012)	669
APPENDIX N	THE LMAA SMALL CLAIMS PROCEDURE (2012)	691
APPENDIX O	THE LMAA INTERMEDIATE CLAIMS PROCEDURE (2012)	697
<i>Index</i>		707





# Taylor & Francis

Taylor & Francis Group

<http://taylorandfrancis.com>

## FOREWORD

There are many books on arbitration. For those whose work or practice involves arbitration what is particularly valuable is a book which is insightful but also practical. This is such a book. It is user friendly and easily navigable. If you wish to find out what the law is on a particular aspect of arbitration law or practice it is easy to identify where to look through the clearly structured chapters, sub-headings and index. Once you have located the relevant part of the book you will find the issues discussed in an intelligent, up to date and helpful way but without undue or unnecessary detail. If you want to delve further the most relevant cases will be referred to in the footnotes, if not the text.

Although the book is entitled *London Maritime Arbitration* and it addresses matters specific to maritime arbitration, such as the LMAA terms, much of the book is in fact relevant to English arbitration generally. Many who do not practise in the maritime field will find it of great value.

The book goes beyond dealing with the 1996 Act section by section and concentrates on areas of real practical importance such as jurisdictional disputes, injunctions, stays and confidentiality. Difficult problems such as the scope of *res judicata*, applications for further reasons or extensions of time or bias objections are carefully analysed with a view to addressing practical problems that are not clearly resolved by the wording of the 1996 Act.

In this new edition there is comment on Brexit (Chapter 1) and much significant updating including on conflict of law (Chapter 4); injunctions and stays (Chapters 7–8) and awards and challenges (Chapters 19 and 22). The new 2017 LMAA Terms which come into force on 1 May 2017 are also discussed.

This is a book which deserves its success and growing reputation.

Sir Nicholas Hamblen  
Royal Courts of Justice  
February 2017



# Taylor & Francis

Taylor & Francis Group

<http://taylorandfrancis.com>

## PREFACE

English arbitration law has continued to develop apace since the publication of the third edition of *London Maritime Arbitration* in 2009. There have been particularly significant first instance and appellate decisions on topics including escalation clauses, anti-suit injunctions, enforcement, declaratory awards, freezing injunctions, stays, and challenges, to name but a few. The LMAA Terms have been updated, with the 2017 Terms coming into force in May 2017, and the 2014 LCIA Rules came into force in October 2014. Looking to the future, the effect of Brexit on arbitration in general, and London maritime arbitration in particular, remains uncertain but cannot be ignored.

Against that background, all the chapters and appendices have been updated and extensively revised. We have included new sections on salvage arbitration and the possible impact of Brexit. The effect of the 2017 LMAA Terms is discussed, and we have, where appropriate, made comparative reference to LCIA arbitration practice and procedure.

We are delighted that Michael Collett QC, also of 20 Essex Street, has joined us as co-author for this fourth edition. Our aim has been to provide a concise and practical guide to maritime arbitration, but also to set maritime arbitration within the context of English arbitration law more generally. As such, we hope that this edition will continue to provide a clear account of the development of arbitration law under the Arbitration Act 1996, as well as specific guidance on LMAA practice and procedure.

As always we have been enormously assisted by the advice and guidance of Bruce Harris, who continues to act as consultant editor. We are also very grateful to David Owen QC and Clive Aston for their invaluable input in respect of the 2017 LMAA Terms, and to Sir Nicholas Hamblen for his very kind words in the Foreword. Thanks, too, to the team at Informa Law/Routledge, particularly Caroline Church and Amy Jones. Any mistakes are, of course, our own.

This fourth edition is based on the law in force on 1 February 2017 and the application of the LMAA Terms (2017) with reference to the earlier Terms applying to arbitrations commenced before 1 May 2017.

Clare Ambrose  
Karen Maxwell  
Michael Collett QC



# Taylor & Francis

Taylor & Francis Group

<http://taylorandfrancis.com>

## ABBREVIATIONS

1996 Act	Arbitration Act 1996
CPR	Civil Procedure Rules
DAC	Departmental Advisory Committee on Arbitration Law
DAC Report	DAC Report on the Arbitration Bill
DAC Supplementary Report	DAC Supplementary Report on the Arbitration Act 1996
GAFTA	Grain and Feed Trade Association
ICC	International Chamber of Commerce
LCIA	London Court of International Arbitration
LMAA	London Maritime Arbitrators Association
LMAA Terms	LMAA Terms (2017)
Mustill & Boyd (2nd edn)	Mustill, Sir Michael J & Boyd, Stewart C (1989) <i>Commercial Arbitration</i> , 2nd edn, Butterworths, London
Mustill & Boyd, 2001 Companion	Mustill, Lord & Boyd, Stewart C <i>Commercial Arbitration, 2001 Companion Volume to the Second Edition</i> , Butterworths, London
NYPE	New York Produce Exchange
RSC	Rules of the Supreme Court
UNCITRAL	United Nations Commission on International Trade Law

### Law report & journal abbreviations

AC	Appeal Cases
ADRLJ	Arbitration and Dispute Resolution Law Journal
All ER	All England Law Reports
All ER (Comm)	All England Law Reports Commercial Cases
All ER (EC)	All England Law Reports European Cases
BLR	Building Law Reports
Ch D	Chancery Division
Con LR	Construction Law Reports
EG	Estates Gazette
EGLR	Estates Gazette Law Reports

ABBREVIATIONS

FSR	Fleet Street Reports
FTLR	Financial Times Law Reports
HL Cas	House of Lords Cases
KB	King's Bench
LI LR	Lloyd's Law Reports (before 1951)
Lloyd's Rep	Lloyd's Law Reports (after 1951)
LMCLQ	Lloyd's Maritime & Commercial Law Quarterly
LMLN	Lloyd's Maritime Law Newsletter
QB	Queen's Bench
TL	Times Law Reports
WLR	Weekly Law Reports

## TABLE OF CASES

A & B v C & D [1982] 1 Lloyd’s Rep 166 (Comm) .....	7.55
A Ltd v B Ltd [2014] EWHC 1870 (Comm) [2014] 2 Lloyd’s Rep 393 .....	22.29, 22.88, 22.89
A v B (No 2) [2007] EWHC 54 (Comm), [2007] 1 Lloyd’s Rep 358 .....	7.54, 8.59
A v B [1989] 2 Lloyd’s Rep 423 (Comm) .....	18.28
A v B [2006] EWHC 2006 (Comm), [2007] 1 Lloyd’s Rep 237 .....	7.38, 7.53, 7.55
A v B [2010] EWHC 3302 (Comm), [2011] 1 Lloyd’s Rep 363 .....	17.20, 22.112
A v B [2011] EWHC 2345 (Comm), [2011] 2 Lloyd’s Rep 591 .....	11.15, 11.24, 11.26, 11.30
A v B [2016] EWHC 3003 (Comm) .....	5.6, 15.40, 22.81
A v B unrep, 27 November 2015 (Comm) .....	4.58
A/B Legis v V Berg & Sons Ltd [1964] 1 Lloyd’s Rep 203 (Comm) .....	4.8
A/S D/S Svendborg v Wansa [1996] 2 Lloyd’s Rep 559 (Comm) .....	8.43
A/S Det Dansk-Franske Dampskibsselskab v Compagnie Financiere d’Investissements Transatlantiques SA (The Himmerland) [1965] 2 Lloyd’s Rep 353 (Comm) .....	9.2
ABB AG v Hochtief Airport GmbH [2006] EWHC 388 (Comm), [2006] 2 Lloyd’s Rep 1 .....	12.7, 12.14, 22.46, 22.47, 22.50, 22.51, 22.58
ABB Lummus Global Ltd v Keppel Fels Ltd [1999] 2 Lloyd’s Rep 24 (Comm) .....	2.15, 2.16, 5.25, 5.27, 5.29, 5.30, 6.50, 8.29, 16.14, 22.87
Abdullah M Fahem v Mareb Yemen Insurance Co [1997] 2 Lloyd’s Rep 738 (Comm) .....	4.24
Abu Dhabi Gas Liquefaction Co Ltd v Eastern Bechtel Corporation [1982] 2 Lloyd’s Rep 425 (CA) .....	15.8, 15.16
Abuja International Hotels Ltd v Meridien SAS [2012] EWHC 87 (Comm), [2012] 1 Lloyd’s Rep 461 .....	5.14, 22.50, 22.53
AC Ward & Sons Limited v Catlin (Five) Limited [2009] EWCA Civ 1098 .....	23.13
Acada Chemical Ltd v Empresa Nacional Pesquera SA [1994] 1 Lloyd’s Rep 428 (Comm) .....	22.34
Accentuate Ltd v Asigra Inc [2009] EWHC 2655 .....	7.32, 22.25, 22.77
Aden Refinery Co Ltd v Uglund Management Co Ltd [1986] 2 Lloyd’s Rep 336 (CA) .....	22.22, 24.30, 24.33
Advance Specialist Treatment Engineering Ltd v Cleveland Structural Engineering (Hong Kong) Ltd [2000] 2 All ER (Comm) 189 .....	13.29
Aectra Refining v Exmar BV [1994] 1 WLR 1634 (CA) .....	4.54
Aegean Dolphin, The: see Dolphin Hellas Shipping SA v Itemslot Ltd .....	19.54
African Fertilizers and Chemicals Nig Ltd (Nigeria) v BD Shipsnavo GmbH & Co Reederei Kg [2011] EWHC 2452 (Comm), [2011] 2 Lloyd’s Rep 531 .....	8.11, 23.11
Aggeliki Charis Compania Maritima SA v Pagnan SpA (The Angelic Grace) [1995] 1 Lloyd’s Rep 87 (CA) .....	8.39, 8.40, 8.43
Aghios Nicolaos, The: see Blue Horizon Shipping Co SA v ED & F Man Ltd .....	21.38
Agios Lazaros, The [1976] 2 Lloyd’s Rep 47 (CA) .....	9.14, 10.49



TABLE OF CASES

Agro Co of Canada Ltd v Richmond Shipping Ltd (The Simonburn) [1973] 1 Lloyd's Rep 392 (CA) .....	9.2
Agro-Export Entreprise d'Etat pour le Commerce Exterieur v NV Van Goorden [1956] 1 Lloyd's Rep 319 (Comm).....	22.47
Agrokrom AG v Tradigrain SA [2000] 1 Lloyd's Rep 497 (Comm) .....	19.45, 22.13, 22.40
Agromet Motoimport v Maulden Engineering Co (Beds) Ltd [1985] 1 WLR 762 (QB) .....	23.28
Ahad v Uddin [2005] EWCA Civ 883, Times 30 June 2005 .....	7.25
Ahmed Kamal Brake and anor v Patley Wood Farm [2014] EWHC 4192 (Ch).....	12.90
Ahrenkiel Liner Service v Wilhelm Wilhelmsen Enterprises, 26 September 1988.....	21.46
Aiden Shipping Co Ltd v Interbulk Ltd (The Vimeira) (No. 2) [1985] 2 Lloyd's Rep 377, [1986] AC 965, [1986] 2 Lloyd's Rep 117.....	15.28, 15.33, 17.29, 22.120
AIG Europe SA v QBE International Insurance Ltd [2001] 2 Lloyd's Rep 268 .....	4.35
Aird v Prime Meridian Ltd [2006] EWCA Civ 1866, [2007] BLR 105 .....	3.25
AK Investment CJSC v Kyrgyz Mobile Tel Ltd [2011] UKPC 7, [2012] 1 WLR 1804.....	7.36, 8.36
AK Kablo Imalat San Ve Tic AS v Intamex SA [2011] EWHC 2970 (Comm).....	22.57, 22.133
Akai Pty Ltd v People's Insurance Co Ltd [1998] 1 Lloyd's Rep 90 (Comm).....	8.43, 8.45
Al Hadha Trading Company v Tradigrain SA [2002] 2 Lloyd's Rep 512 (QB).....	1.57, 14.15, 19.44, 19.52, 19.57, 19.58, 19.62, 22.7, 22.95, 22.97, 22.117
Albon (t/a NA Carriage Co) v Naza Motor Trading SDN BHD (No 3) [2007] EWHC 665 (Ch), [2007] 2 Lloyd's Rep 1.....	6.35
Albon v Naza Motor Trading Sdn BHD (No 3) [2007] EWHC 327 (Ch), [2007] 2 Lloyd's Rep 1.....	7.27, 7.37, 7.38, 7.40, 7.46, 7.49, 7.50, 7.53
Albon v Naza Motor Trading SDN BHD (No 4) [2007] EWHC 1879 (Ch), [2007] 2 Lloyd's Rep 420, [2007] EWCA Civ 1124, [2008] 1 Lloyd's Rep 1 .....	8.47, 8.49, 8.52
Aldersgate Estates Ltd v HAM Construction Ltd & anor [2013] EWHC 104 (TCC).....	16.9
Alfred C Toepfer International GmbH v Societe Cargill France [1998] 1 Lloyd's Rep 379, [1998] CLC 198 (CA).....	4.58
Ali Shipping Corporation v Shipyard Trogir [1998] 1 Lloyd's Rep 643, [1999] 1 WLR 314 (CA) .....	13.2, 13.5, 13.7, 13.11, 13.20, 13.29, 13.30, 13.31, 15.64
Al-Koronky v Time Life Entertainment Group Ltd [2006] EWCA Civ 1123 .....	17.8, 17.17
Allen v Sir Alfred McAlpine & Sons Ltd [1968] 2 QB 229 (CA) .....	14.19, 14.20
Allianz SpA v West Tankers Inc (The Front Comor) Case C-185/07, [2009] 1 Lloyd's Rep 413, [2009] WLR (D) 44 .....	6.62, 8.2, 8.24, 8.26, 8.28, 8.33, 8.42
Allianz Versicherungs Aktiengesellschaft v Fortuna Co Inc (The Baltic Universal) [1999] 1 Lloyd's Rep 497 (Comm).....	9.14, 10.48, 10.49
Allied Marine Transport v Vale do Rio Doce Navegacao SA (The Leonidas D) [1985] 2 Lloyd's Rep 18.....	4.61
Alma Shipping Corporation v Union of India [1971] 2 Lloyd's Rep 494 (Comm) .....	9.2
Almare Societa di Navigazione SpA v Derby and Co Ltd [1989] 2 Lloyd's Rep 376 (CA).....	4.10
Al-Naimi v Islamic Press Agency Inc [2000] 1 Lloyd's Rep 522 (CA) .....	6.34, 6.46, 6.53, 7.38, 7.41, 7.44, 7.47, 7.53, 7.54, 9.6, 9.36, 10.22
Alpha, The: see Corfu Navigation Co v Mobil Shipping Co Ltd .....	17.9
Alphapoint Shipping Ltd v Rotem Amfert Negev Ltd (The Agios Dimitros) [2004] EWHC 2232 (Comm), [2005] 1 Lloyd's Rep 23 .....	22.133
Al-Waddan Hotel Ltd v Man Enterprise SAL (Offshore) [2014] EWHC 4796 (TCC), [2015] BLR 478 .....	3.6, 3.9
Amalgamated Investment and Property Co v Texas Commerce International Bank [1982] QB 84 (CA).....	11.55

TABLE OF CASES

AMEC Civil Engineering Ltd v Secretary of State for Transport [2005] EWCA Civ 291, [2005] 1 WLR 2339.....	7.20
AMEC Group Ltd v Secretary of State for Defence [2013] EWHC 110 (TCC).....	22.23, 22.35
American Cyanamid Co v Ethicon Ltd [1975] AC 396 (HL).....	8.5
Ameropa SA v Lithuanian Shipping Co of Lithuania [2015] EWHC 3847 (Comm).....	12.7, 12.14
Amplify, The: see ED&F Man Sugar Ltd v Belmont Shipping Ltd .....	12.15
AmTrust Europe Ltd v Trust Risk Group [2015] EWCA Civ 437, [2015] 2 Lloyd’s Rep 154.....	3.7, 4.29, 4.51
Anangel Peace Compania Naviera SA v Bacchus International Commerce Corporation (The Anangel Peace) [1981] 1 Lloyd’s Rep 452 (Comm).....	12.49, 22.60
Andrews v Bradshaw 29 July 1999 (CA), 11 October 1999, [2000] 1 BLR 6 (CA) .....	11.41, 20.59, 22.50
Angelic Grace, The: see Aggeliki Charis Compania Maritima SA v Pagnan SpA .....	8.39
Angelic Grace, The: see Japan Line Ltd v Aggeliki Charis Compania Maritima SA .....	18.40
Angeliki, The: see Argolis Shipping Co SA v Midwest Steel & Alloy Corp .....	21.43
Anglia Oils Ltd, Owners of the Marine Champion [2002] EWHC 2407 (Admiralty).....	7.49
Anglian Water Services Ltd v Laing O’Rourke Utilities Ltd [2010] EWHC 1529 (TCC), [2011] 1 All ER (Comm) 1143.....	9.23, 9.30
Annefield, The [1970] 2 Lloyd’s Rep 252, [1971] P 169 .....	4.39, 4.42
Antaios Compania Naviera SA v Salem Rederierna AB (The Antaios) [1985] 1 AC 191 (HL).....	1.53, 22.21, 22.22, 22.128
Antaios, The: see Maritime Transport v Unitramp Salen Rederierna .....	15.24
Antcliffe v Gloucestershire HA [1992] 1 WLR 1044 (CA).....	14.29
Antclizo Shipping Corporation v Food Corporation of India (The Antclizo) (No 2) [1991] 2 Lloyd’s Rep 485 (Comm).....	19.86
Antclizo, The: see Antclizo Shipping Corporation v Food Corporation of India (No 2) .....	19.86
Antonelli v Allen, The Times, 8 December 2000 (Ch).....	21.38
AOOT Kalmneft v Glencore International AG [2001] EWHC 461, [2002] 1 All ER 76, [2002] 1 Lloyd’s Rep 128 (Comm).....	6.44, 6.53, 6.68, 16.3, 16.10, 22.85, 22.105, 22.106, 22.109, 24.8
Apis AS v Fantazia Kereskedelmi KFT [2001] 1 All ER (Comm) 348.....	23.33
Apollonius, The: see Mafracht v Parnes Shipping Co SA .....	19.44
Aquator Shipping Ltd v Kleimar NV (The Capricorn 1) [1998] 2 Lloyd’s Rep 379 (Comm).....	15.20, 19.7
Arab Business Consortium International Finance and Investment Co v Banque Franco-Tunisienne [1997] 1 Lloyd’s Rep 531 (CA).....	23.9
Arab National Bank v El-Abdali [2004] EWHC 2381 (Comm), [2005] 1 Lloyd’s Rep 541.....	2.15, 5.29
Arduina Holdings BV v Celtic Resources Holdings Plc [2006] EWHC 3155 (Comm).....	22.61
Arenson v Arenson [1976] 1 Lloyd’s Rep 179 (HL).....	11.57
Argo Hellas, The: see Richard Adler v Soutos Hellas Maritime Corporation .....	19.78
Argolis Shipping Co SA v Midwest Steel & Alloy Corp (The Angeliki) [1982] 2 Lloyd’s Rep 594 (Comm).....	21.43
Aries Tanker Corporation v Total Transport Ltd (The Aries) [1977] 1 WLR 185 (HL).....	9.1
Armada (Singapore) Pte Ltd v Gujarat NRE Coke Ltd [2014] FCA 636.....	1.7, 11.5
Arrow Nominees Inc v Blackledge & ors [2000] EWA Civ 200, [2000] 2 BCLC 167, [2000] CP Rep 59.....	14.13, 14.33
Arsanovia Ltd v Cruz City 1 Mauritius Holdings [2012] EWHC 3702 (Comm), [2013] 1 Lloyd’s Rep 235.....	5.13, 5.15, 5.34

TABLE OF CASES

Artibell Shipping Co Ltd v Markel International Insurance Co Ltd [2008] EWHC 811 (Comm), (2008) 743 LMLN 1 .....	17.18
Arts & Antiques Ltd v Richards [2013] EWHC 3361 (Comm), [2014] Lloyd's Rep IR 219 .....	19.80
Ascot Commodities NV v Olam International Ltd (The Agra) [2002] 2 Lloyd's Rep 277 (Comm).....	19.45, 22.64, 22.66, 22.119
Ases Havacilik Servis Ve Destek Hizmetleri AS v Delkor UK Ltd [2012] EWHC 3518 (Comm), [2013] 1 Lloyd's Rep 254.....	4.27, 4.28, 6.60, 6.65, 19.57, 19.58, 19.63
Ashot Egiazaryan v OJSC OEK Finance [2015] EWHC 3532 (Comm).....	5.6, 22.114
Ashtiani v Kashi [1987] QB 888 (CA).....	18.27
ASM Shipping Ltd of India v TTMI Ltd of England [2005] EWHC 2238 (Comm), [2006] 1 Lloyd's Rep 375, [2006] EWCA Civ 1341, [2007] 1 Lloyd's Rep 136, [2007] EWHC 927 (Comm), [2007] 2 Lloyd's Rep 155.....	1.55, 11.25, 11.31, 11.38, 11.50, 11.54, 22.53, 23.9, 24.29, 24.30
ASM Shipping Ltd v Harris [2007] EWHC 1513 (Comm), [2008] 1 Lloyd's Rep 61.....	11.31, 11.52, 22.53
Assaubayev v Michael Wilson & Partners [2014] EWCA Civ 1491, [2014] 6 Costs LR 1058 .....	7.31
Assimina Maritime Ltd v Pakistan Shipping Corporation, (The Tasman Spirit) [2004] EWHC 3005 (Comm), [2005] 1 Lloyd's Rep. 525.....	15.23
Associated Electric and Gas Insurance Services Ltd v European Reinsurance Company of Zurich [2003] UKPC 11, [2003] 1 WLR 1041, [2003] 1 All ER (Comm) 253.....	13.2, 13.7, 13.11, 13.18, 16.21, 19.72
Astra SA Insurance & Reinsurance Co v Sphere Drake Ltd [2000] 2 Lloyd's Rep 550 (Comm).....	6.44
Astrazeneca UK Ltd v Abermarle International Corp and another [2010] EWHC 1028 (Comm) [2010] 2 Lloyd's Rep 61 .....	6.26
AT&T Corporation v Saudi Cable Co [2000] 1 Lloyd's Rep 22 (Comm), [2000] 2 Lloyd's Rep 127.....	11.15, 11.16, 11.19, 11.20
Athena, The: see Sea Trade Maritime Corp v Hellenic Mutual War Risks Association (Bermuda) Ltd (The Athena) [2006] EWHC 2530 (Comm), [2007] 1 Lloyd's Rep 280.....	4.36
Athletic Union of Constantinople v National Basketball Association (No 2) [2002] EWCA Civ 830, [2002] 1 Lloyd's Rep 305 .....	6.39, 6.55, 24.28
Atkins Ltd v Secretary of State for Transport [2013] EWHC 139 (TCC).....	22.66
Atlanska Plovidba v Consignaciones Asturianas SA (The Lapad) [2004] EWHC 1273 (Comm), [2004] 2 Lloyd's Rep 109.....	10.7, 10.9, 10.22, 10.48, 10.49
Atlantic Emperor, The: see Marc Rich & Co AG v Societa Italiana Impianti PA .....	5.18
Atlantic Lines & Navigation Co v Italmare SpA (The Appollon) [1985] 1 Lloyd's Rep 597.....	22.79
Attorney General of Ghana v Texaco Overseas Tankships Ltd (The Texaco Melbourne) [1994] 1 Lloyd's Rep 473 (CA).....	19.95, 19.97
Attorney-General v Guardian Newspapers Ltd (No 2) [1990] 1 AC 109 (HL) .....	13.6
Aughton v MF Kent Services [1991] 57 BLR 1 (CA).....	4.38
Autothreptic Steam Boiler Company, Re (1888) LR 21 QBD 182 (QB).....	21.8, 21.9
Axa Insurance Co v Swire Fraser [2001] CP Rep 17 (CA).....	14.13, 14.17
Axa Re v Ace Global Markets Ltd [2006] EWHC 216 (Comm), [2006] Lloyd's Rep IR 683.....	4.28, 4.35
Azov Shipping Co v Baltic Shipping Co [1999] 2 Lloyd's Rep 39 (Comm).....	17.9, 17.11, 17.34
Azov Shipping Co v Baltic Shipping Co (No 1) [1999] 1 Lloyd's Rep 68 (Comm).....	6.10, 6.28, 6.44

TABLE OF CASES

B v S [2011] EWHC 691 (Comm), [2011] 2 Lloyd's Rep 18.....	4.58
Babanaft International Co SA v Avant Petroleum Inc (The Oltenia) [1982] 1 WLR 871 (CA), [1982] 2 Lloyd's Rep 99 (CA).....	9.9, 16.21
Bandwidth Shipping Corporation v Intaari (The Magdalena Oldendorff) [2006] EWHC 2432 (Comm), [2007] EWCA Civ 998, [2008] 1 Lloyd's Rep 7.....	12.7, 12.14, 12.15, 22.46, 22.50, 22.57, 22.58
Bank Mellat v GAA Development and Construction Ltd [1988] 2 Lloyd's Rep 44 (Comm).....	19.7, 19.54
Bank Mellat v Helleniki Techniki SA [1984] QB 425 (CA).....	18.24
Bankers Trust Co v PT Jakarta International Hotels & Development [1999] 1 Lloyd's Rep 910 (Comm).....	8.34
Bankers Trust Co v Shapira [1980] 1 WLR 1274 (CA).....	18.27
Barclays Bank PLC v Nylon Capital LLP [2011] EWCA Civ 826.....	7.15
Barclays Bank v Miller [1990] 1 WLR 529 (CA).....	14.23
Barnwell Enterprises Ltd v ECP Africa [2013] EWCH 2517 (Comm), [2014] 1 Lloyd's Rep 171.....	8.18, 8.20, 8.21
Baytur SA v Finagro Holding SA [1992] QB 610 (CA).....	15.39, 15.40, 15.41
Bazias 3, The: see Greenmar Navigation Ltd v Owners of Ships Bazias 3.....	7.56
BDMS Ltd v Rafael Advanced Defence Systems [2014] EWHC 451 (Comm).....	7.26, 7.28, 7.35, 7.37
Beddow v Beddow (1878) 9 Ch D 89 (Ch).....	8.19, 8.46
Bede, The: see Rahcassi Shipping Company SA v Blue Star Line Ltd.....	1.7, 11.5
Beijing Jianlong Heavy Industry Group v Golden Ocean Group and others [2013] EWHC 1063 (Comm), [2013] 2 Lloyd's Rep 61.....	6.26
Belhaj and others v Secretary of State for the Home Department and others [2013] EWHC 2672 (QB).....	16.8, 16.9
Bellway Homes Ltd v Seymour (Civil Engineering Contractors) Ltd [2013] EWHC 1890 (TCC).....	21.37
Benaïm (UK) Ltd v Davies Middleton & Davies Ltd [2005] EWHC 1370 (TCC), 102 Con LR 1.....	22.12, 22.22, 22.78
Bernuth Lines Ltd v High Seas Shipping Ltd (The Eastern Navigator) [2005] EWHC 3020 (Comm), [2006] 1 Lloyd's Rep 537.....	10.10, 10.43, 10.53
Best Beat Limited v Rossall [2006] EWHC 1494 (Ch).....	7.13
Bestfort Developments LLP v Ras Al Khaimah Investment Authority [2016] EWCA Civ 1099.....	17.7, 17.10, 17.11, 17.20
Bibby Factors Northwest Ltd v HFD Ltd [2015] EWCA Civ 1908, [2016] 1 Lloyd's Rep 517.....	4.54
Bilta (UK) Ltd v Nazir [2010] EWHC 1086 (Ch).....	7.21, 7.22, 7.54
Birkett v James [1978] AC 297 (HL).....	14.12, 14.24
Birmingham City Council v Yardley [2004] EWCA Civ 1756.....	11.27
Birse Construction Ltd v St David Ltd [1999] BLR 57 (QB), [1999] BLR 194.....	6.34, 6.53, 7.41
Birtley District Co-op v Windy Nook (No 2) [1960] 1 QB 1 (QB).....	23.21, 23.22
Biss v Lambeth Southwark & Lewisham HA [1978] 1 WLR 782 (CA).....	14.29
Biz, The: see Easybiz Investments v Sinograin.....	10.9
Black-Clawson International Ltd v Papierwerke Waldhof-Aschaffenburg AG [1975] 2 Lloyd's Rep 11 (HL).....	2.19, 2.27
Black-Clawson International Ltd v Papierwerke Waldhof-Aschaffenburg AG [1981] 2 Lloyd's Rep 446 (Comm).....	5.34
Blackdale Ltd v McLean Homes South East Ltd, 2 November 2001 (TCC).....	22.95, 22.97

TABLE OF CASES

BLCT (13096) Ltd v J Sainsbury plc [2003] EWCA Civ 884, [2004] 1 CLC 24.....	1.53
Blexen Ltd v Percy Trentham [1990] 42 EG 133 (CA).....	20.59
Blue Flame Mechanical Services v David Lord Engineering [1992] Con LJ 164.....	7.24
Blue Horizon Shipping Co SA v ED & F Man Ltd (The Aghios Nicolaos) [1980] 1 Lloyd’s Rep 17.....	21.38
BNP Paribas SA v Joint Stock Company Russian Machines and another [2011] EWHC 308 (Comm), [2012] EWCA Civ 644.....	24.19
BNP Paribas v Deloitte & Touche LLP [2003] EWHC 2874 (Comm), [2004] 1 Lloyd’s Rep 233.....	15.23
Bolivinter Oil v Chase Manhattan Bank [1984] 1 WLR 391 (CA).....	18.33
Bottiglieri Di Navigazione SpA v COSCO Qingdao Ocean Shipping Company (The Bunga Saga Lima) [2005] EWHC 244 (Comm), [2005] 2 Lloyd’s Rep 1.....	22.19, 22.47, 22.57
Boucraa, The: see L’Office Cherifien des Phosphates v Yamashita Shinnihon Steamship Co .....	14.35
Bouygus Offshore SA v Caspian Shipping Co (No 2) [1997] 2 Lloyd’s Rep 485 (Adm).....	8.34
Braes of Doune Wind Farm (Scotland) Ltd v Alfred McAlpine Business Services Ltd [2008] EWHC 426 TCC), [2008] 1 Lloyd’s Rep 68.....	5.24, 5.29, 22.21, 22.26, 22.28
Brake v Patley Wood Farm LLP [2014] EWHC 1439 (Ch), [2014] EWHC 4192 (Ch).....	11.41, 19.21
Bremer Handelsgesellschaft mbH v Westzucker GmbH [1981] 2 Lloyd’s Rep 130 (CA).....	19.44
Bremer Handelsgesellschaft v Ets Soules & Cie [1985] 1 Lloyd’s Rep 160 (Comm).....	11.17, 11.31
Bremer Oeltransport GmbH v Drewry [1933] KB 753.....	23.20, 23.21
Bremer Vulkan Schiffbau und Maschinenfabrik v South India Shipping Corporation [1981] AC 909 (HL), [1981] 1 Lloyd’s Rep 253 .....	4.61, 8.34, 8.46, 8.53, 11.53, 15.5
Brit Inns Ltd and ors v BDW Trading Ltd and anor [2012] EWHC 2489 (TCC) .....	21.35
Broad Agro Trade (Cyprus) Ltd v Alfred Toepfer International GmbH [2010] EWCA Civ 1100.....	24.8
Brockton Capital LLP v Atlantic-Pacific Capital Inc [2014] EWHC 1459 (Comm), [2014] 2 Lloyd’s Rep 275.....	22.56, 22.61, 22.119
Broda Agro Trade (Cyprus) Ltd v Alfred C Toepfer Intl GmbH [2010] EWCA Civ 1100, [2011] 1 Lloyd’s Rep 243.....	6.60, 22.1, 22.87, 22.92, 22.105, 22.109
Brown & Sons Ltd v Crosby Homes (North West) Limited [2008] EWHC 817 (TCC), [2008] BLR 366.....	22.73, 22.108
Brown v Rice [2007] EWHC 625 (Ch), [2008] FSR 3.....	3.25, 3.26, 3.27
BTC Bulk Transport Corp v Glencore International AG [2006] EWHC 1957 (Comm).....	12.18
BTP Tioxide Ltd v Pioneer Shipping Ltd [1982] AC 724 (HL).....	2.27
Bulfracht (Cyprus) Ltd v Boneset Shipping Co Ltd (The Pamphilos) [2002] EWHC 2292 (Comm), [2002] 2 Lloyd’s Rep 681.....	12.14, 22.57, 22.58, 22.59, 22.133
Bulk & Metal Transport (UK) LLP v Voc Bulk Ultra Handymax Pool LLC [2009] EWHC 288 (Comm), [2009] 1 Lloyd’s Rep 418.....	10.49
Bulk Oil AG v Sun International Ltd (No. 1) [1983] 1 Lloyd’s Rep 655 (Comm).....	22.24
Bulk Ship Union SA v Clipper Bulk Shipping Ltd (The Pearl C) [2012] EWHC 2595 (Comm), [2012] 2 Lloyd’s Rep 533.....	19.62, 19.93
Bumbesti, The [1999] 2 Lloyd’s Rep 481 (Admiralty).....	18.46, 23.43
Bunge SA v Deutsche Conti-Handels-Gesellschaft MBH (No. 2) [1980] 1 Lloyd’s Rep 353 (Comm).....	10.56
Bunge SA v Kruse [1979] 1 Lloyd’s Rep 279 (Comm).....	1.22, 1.24

TABLE OF CASES

Bunge SA v Kyla Shipping Co Ltd [2013] EWCA Civ 734, [2013] 2 Lloyd’s Rep 463 .....	22.41, 22.129, 22.131
Burkett Sharp & Co v Eastcheap Dried Fruit Co [1962] 1 Lloyd’s Rep 267 (CA) .....	15.14
Buyuk Camlica Shipping v Progress Bulk Carriers Ltd (The Hilal I) [2010] EWHC 442 (Comm) .....	19.45, 19.63, 19.65, 19.70, 20.15, 22.47, 22.66, 22.67, 22.91, 22.99
BV Scheepswerf Damen Gorinchem v Marine Institute (The Celtic Explorer) [2015] EWHC 1810 (Comm), [2015] 2 Lloyd’s Rep 351 .....	11.43, 11.46, 14.9, 19.11, 20.41, 22.46, 22.47, 22.53, 22.55, 22.61, 22.63, 22.66
BVS v Kerman Shipping Corporation (The Kerman) [1982] 1 Lloyd’s Rep 62 (Comm) .....	22.21
C v D (also C v D1) [2015] EWHC 2126 (Comm) .....	4.28, 4.29, 4.51, 19.24, 22.62
C v D [2007] EWCA Civ 1282, [2008] 1 Lloyd’s Rep 239, [2007] EWHC 1541 (Comm), [2007] 2 Lloyd’s Rep 367 .....	4.1, 5.14, 5.24, 5.26, 5.27, 5.36, 7.54, 8.22, 8.36, 8.42, 8.59
Cable & Wireless plc v IBM UK Ltd [2002] EWHC 2059 (Comm), [2002] 2 All ER (Comm) 1041 .....	3.6, 3.9, 3.10, 4.14
Cadogan Maritime Inc v Turner Shipping Inc [2013] EWHC 138 (Comm), [2013] 1 Lloyd’s Rep 630 .....	19.5, 19.60, 19.66
Cameroon Airlines v Transmet Ltd [2004] EWHC 1824 (Comm), [2006] TCLR 1 .....	12.14
Caparo Group Ltd v Fagor Arrasate Sociedad [2000] ADRLJ 254 (Comm) .....	6.60
Capital Trust Investment Ltd v Radio Design TJ AB [2002] EWCA Civ 135, [2002] 2 All ER 159 .....	7.21, 7.23, 7.24
Capricorn 1, The: see Aquator Shipping Ltd v Kleimar NV .....	19.7
Caresse Navigation Ltd v Office National De l’Electricite & Ors [2013] EWHC 3081, [2014] 1 Lloyd’s Rep 33, [2014] EWCA Civ 1366, [2015] 1 QB 366 .....	4.40
Caresse Navigiation Ltd v Zurich Assurances Maroc & Ors [2014] EWCA Civ 1366, [2015] 1 QB 366 .....	4.39
Cargill International SA Antigua v Sociedad Iberica de Molturation SA [1998] 1 Lloyd’s Rep 489 (CA) .....	19.28, 19.54
Cargill Srl Milan v Kadinopoulos SA [1992] 1 Lloyd’s Rep 1 (HL) .....	14.22, 19.1
Caroline P, The: see Telfair Shipping Corporation v Inersea Carriers SA .....	19.72, 19.76
Casillo Grani v Napier Shipping Co, The World Ares [1984] 2 Lloyd’s Rep 481 (Comm) ...	10.11, 10.51
Cast Shipping Ltd v Tradax Export SA, The Hellas in Eternity [1979] 2 Lloyd’s Rep 280 (CA) .....	9.41
Castle Alpha, The: see Mitsubishi Corporation v Castletown Navigation Ltd .....	5.33
Catalina v “Norma” 61 Ll L Rep 360 (Div Ct) .....	11.17
Catherine L, The: see Unimarine SA v Canadian Transport Co. Ltd .....	21.29
Cathiship SA v Allanasons Ltd (The Catherine Helen) [1998] 2 Lloyd’s Rep 511 (Comm) .....	9.12, 9.18, 9.20, 9.28, 9.30
Celtic Explorer, The: see BV Scheepswerf Damen Gorinchem v Marine Institute .....	19.11
Celtic Resources Holdings v Arduina Holding BV [2006] EWHC 2553 (Comm) .....	23.40
Cetelem SA v Roust Holdings Ltd [2005] EWCA Civ 618, [2005] 2 Lloyd’s Rep 494 .....	2.27, 8.17, 8.20, 8.21, 12.93, 18.17, 24.29
CGU International Insurance Plc v AstraZeneca Insurance Co Ltd [2006] EWCA Civ 1340, [2007] 1 Lloyds Rep 142, [2006] 2 CLC 441 .....	1.53, 1.55, 22.131, 24.30
Chandris v Isbrandtsen-Moller Co Inc [1951] 1 KB 240 (CA) .....	19.30
Channel Islands Ferries Ltd v Cenargo Navigation Ltd (The Rozel) [1994] 2 Lloyd’s Rep 161 (Comm) .....	21.38
Channel Tunnel Group Ltd v Balfour Beatty Construction Ltd [1993] 1 AC 334 (HL), [1993] 1 Lloyd’s Rep 291 (HL) .....	2.17, 3.6, 3.9, 4.1, 4.13, 5.24, 7.15, 7.38, 8.34, 8.36

TABLE OF CASES

Chantiers de L’Atlantique SA v Gaztransport & Technigaz SAS [2011] EWHC 3383 (Comm).....	22.71, 22.109
Charles M Willie & Co (Shipping) Ltd v Ocean Laser Shipping Ltd (The Smaro) [1999] 1 Lloyd’s Rep 225 (Comm).....	10.8, 10.49, 15.15, 15.41, 15.43, 15.56, 17.28, 19.1, 19.4, 19.15, 19.16, 19.18, 19.20, 19.71
Charterers Mutual Assurance Association Ltd v British & Foreign [1998] 1 L Pr 838 (Comm).....	15.37, 15.46
Checkpoint Ltd v Strathclyde Pension Fund [2003] EWCA Civ 84, [2003] 14 EG 124.....	22.50, 22.51, 22.59, 22.63, 22.66
Chilton v Saga Holidays [1986] 1 All ER 841 (CA).....	12.13
China Agribusiness Development Corp v Balli Trading [1998] 2 Lloyd’s Rep 76 (Comm).....	1.22, 23.53
China Shipbuilding Corporation v Nippon Yusen Kabukishi Kaisha (The Seta Maru) [2000] 1 Lloyd’s Rep 367 (Comm) 377.....	22.19
Chiswell Shipping Ltd v State Bank of India (The World Symphony) (No 2) [1987] 1 Lloyd’s Rep 157 (Comm).....	19.53, 22.40
Choko Star, The: see Industrie Chimiche Italia Centrale v Alexander Tsavlivris & Sons Maritime Co .....	8.55
Christopher Brown Ltd v Genossenschaft Oesterreichischer Waldbesitzer [1954] 1 QB 8 (QB).....	6.7, 23.21
Cia Sud Americana de Vapores SA v Nippon Yusen Kaisha [2009] EWHC 1606 (Comm), [2010] 1 Lloyd’s Rep 436.....	12.17
Cienvik, The [1996] CLC 434 (Admiralty).....	18.22
Clarke v Dunraven [1897] AC 59 (HL).....	1.16
Claro v Centro Móvil Milenium Case C-168/05, [2006] ECR I-10421.....	22.25
Claxton Engineering Services Ltd v TXM Olaj-Es Gazkutato KFT [2010] EWHC 2567 (Comm), [2011] EWCA 410, [2011] EWHC 345 (Comm), [2011] 1 Lloyd’s Rep 510.....	7.41, 7.53, 8.47, 8.48, 8.54
Claymore Services Ltd v Nautilus Properties Ltd [2007] EWHC 805 (TCC).....	19.86
Cleveland Structural Engineering (Hong Kong) Ltd v Advanced Specialist Treatment Engineering Ltd [2000] 1 WLR 558 (Comm).....	24.9
CMA CGM SA v Beteiligungs-Kommanditgesellschaft MS (The Northern Pioneer) [2002] EWCA Civ 1878, [2003] 1 Lloyd’s Rep 212.....	22.17, 22.22, 22.35, 22.128, 24.33
CMA CGM SA v Hyundai MIPO Dockyard Co Ltd [2008] EWHC 2791 (Comm), [2009] 1 Lloyd’s Rep 213.....	8.28
CMA-CGM Marseille v Petro Broker International [2011] EWCA Civ 461.....	18.9, 23.41
CNH Global NV v PGN Logistics Ltd [2009] EWHC 977 (Comm)....	19.57, 19.66, 22.51, 22.62, 22.79, 22.81
Coastal States Trading (UK) Ltd v Mebro Mineraloelhandelsgesellschaft GmbH [1986] 1 Lloyd’s Rep 465 (Comm).....	23.8, 23.21
Cofely Ltd v Bingham [2016] EWHC 240 (Comm), [2016] BLR 187 ..	11.15, 11.23, 11.26, 11.54
Cohen v Baram [1994] 2 Lloyd’s Rep 138 (CA).....	20.6, 20.35
Colliers International Property Consultants and anor v Colliers Jordan Lee Jafaar SDN BHD [2008] EWHC 1524 (Comm), [2008] 2 Lloyd’s Rep 368.....	23.10
Collins (Contractors) Ltd v Baltic Quay Management (1994) Ltd [2004] EWCA Civ 1757, [2005] BLR 63.....	7.20
Comdel Commodities Ltd v Siporex Trade SA [1991] AC 148 (HL) 170.....	9.13
Commerce and Industry Insurance Co of Canada v Lloyd’s Underwriters [2002] 1 Lloyd’s Rep 219 (Comm).....	18.13
Commonwealth of Australia v Cockatoo Dockyard Pty Ltd (1995) 36 NSWLR 662.....	13.14

TABLE OF CASES

Compagnie d'Armement Maritime SA v Compagnie Tunisienne de Navigation SA [1971] AC 572 (HL) .....	5.20
Compagnie Europeene De Cereals SA v Tradax Export SA [1986] 2 Lloyd's Rep 301 (Comm).....	8.52, 8.52
Compagnie Graniere SA v Kopp AG [1978] 1 Lloyd's Rep 511 (Comm).....	19.72, 19.78
Compton Beauchamp Estates Ltd v Spence [2013] EWHC 1101 (Ch).....	19.20, 19.44, 19.48, 22.69, 22.78
Concordia C, The: see Huron Liberian Company v Rheinoeil GmbH .....	21.46
Conder Structures v Kvaerner Construction Ltd [1999] ADRLJ 305.....	22.48, 22.50
Conquer v Boot [1928] 2 KB 336 (KB).....	19.76
Consolidated Investment & Contracting v Saponaria Shipping Co, The Virgo [1978] 1 WLR 986 (CA) .....	9.14
Continental Bank NA v Aeakos Cia Naviera SA [1994] 1 Lloyd's Rep 505 (CA).....	4.48, 8.34, 8.43
Continental Enterprises Ltd v Shandong Zhucheng Foreign Trade Group Co [2005] EWHC 92 (Comm).....	6.43
Coppee-Lavalin SA/NV v Ken-Ren Chemicals & Fertilizers Ltd [1994] 2 Lloyd's Rep 109 (HL), [1995] 1 AC 38 .....	5.24, 15.32, 17.13
Copsa Enterprises Ltd v Tecnomarine Spa Unrep, Cresswell J, 25 September 1998 (Comm).....	18.53
Corfu Navigation Co v Mobil Shipping Co Ltd, The Alpha [1991] 2 Lloyd's Rep 52 (Comm).....	17.9
Cosco Bulk Carrier Co Ltd v Armada Shipping SA [2011] EWHC 216 (Ch).....	24.5
Cottonex Anstalt v Patriot Spinning Mills Ltd [2014] EWHC 236 (Comm), [2014] 1 Lloyd's Rep 615.....	19.53, 22.12, 22.14, 22.33, 22.34, 22.40, 22.41, 22.42, 22.102, 22.120
Covington Marine Corp v Xiamen Shipbuilding Industry Co Ltd [2005] EWHC 2912 (Comm), [2006] 1 Lloyd's Rep 745.....	22.123
Crampton & Holt v Ridley (1887) 20 QBD 48 (QB).....	20.6, 20.35
Crescendo Maritime Co v Bank of Communications [2015] EWHC 3364 (Comm), [2016] 1 Lloyd's Rep 414.....	8.34
Crowther v Rayment [2015] EWHC 427 (Ch), [2015] Bus LR 690.....	10.20, 10.21, 10.22
Cruz City 1 Mauritius Holdings v Unitech Ltd and others [2013] EWHC 1323 (Comm), [2014] EWHC 3131 (Comm), [2014] EWHC 3704 (Comm), [2015] 1 Lloyd's Rep 191.....	15.23, 18.7, 18.22, 18.27, 18.49, 23.41, 24.2, 24.17, 24.19
CTI Group Inc v Transclear SA [2007] EWHC 2340 (Comm).....	22.33
Cuflet Chartering v Carousel Shipping Co Ltd, The Marie H [2001] 1 Lloyd's Rep 707 (Comm).....	22.71, 22.72, 22.73
Cumbria Waste Management Ltd v Baines Wilson [2008] EWHC 786 (QB), [2008] BLR 330 .....	3.26
Curacao Trading Co BV v Harkisandas & Co [1992] 2 Lloyd's Rep 186 (Comm).....	23.13
Dallah Real Estate and Tourism Holding Co v Ministry of Religious Affairs, Government of Pakistan [2010] UKSC 46, [2010] 2 Lloyd's Rep 691, [2011] 1 AC 763 .....	4.7, 4.10, 4.16, 6.29, 6.44, 6.48, 7.49
Dallal v Bank Mellat [1986] 1 QB 441 (Comm).....	5.15, 5.30
Dalmia Dairy Industries Ltd v National Bank of Pakistan [1978] 2 Lloyd's Rep 223 (Comm) .....	23.21
Danae Air Transport ASA v Air Canada [1999] 2 Lloyd's Rep 547 (CA) .....	19.67, 22.79
Dardana Ltd v Yukos Oil Co (No 1) [2002] EWCA Civ 543, [2002] 2 Lloyd's Rep 326 .....	23.54
Davidson v Scottish Ministers (No.2) [2004] UKHL 34, 2005 1 SC (HL) 7.....	11.30
DDT Trucks of North America Ltd v DDT Holdings Ltd [2007] EWHC 1542, [2007] 2 Lloyd's Rep 213.....	22.71, 22.105



TABLE OF CASES

Delos (Owners of cargo lately laden on board) v Delos Shipping Ltd (The Delos) [2001] 1 Lloyd's Rep 703 (Comm).....	2.22, 4.39
Delta Civil Engineering v London Docklands Development Corporations [1997] 81 BLR 19 (CA) .....	22.92
Delta Reclamation Ltd v Premier Waste Management [2008] EWHC 2579 (QBD).....	7.28
Demco Investments & Commercial SA v Se Banken Forsakring Holding Aktiebolag [2005] EWHC 1542 (Comm), [2005] 2 Lloyd's Rep 650 .....	22.15
Dennehy v Bellamy [1938] 2 All ER 262 (CA).....	4.57
Denny, Mott & Dickson Ltd v Lynn Shipping Co Ltd [1963] 1 Lloyd's Rep 339 (Comm) .....	9.32
Denton v TH White Newspapers Ltd [2014] EWCA Civ 906, [2014] 1 WLR 3926 .....	21.38, 22.107
Department of Economic Policy of the City of Moscow v Bankers Trust Co [2003] EWHC 1377 (Comm), [2003] 1 WLR 2885, [2004] EWCA Civ 314, [2004] 2 Lloyd's Rep 179, [2005] QB 207.....	1.50, 1.53, 13.4, 13.25, 13.27, 13.31
Department of Trade & Industry v Chris Smaller (Transport) Ltd [1989] AC 1197.....	14.32
Derby & Co v Weldon [1990] Ch 48 (CA), [1990] Ch 65 (CA) .....	18.27, 18.38
Derby Resources AG v Blue Corinth Marine Co Ltd (No 2) The Athenian Harmony [1998] 2 Lloyd's Rep 425 (Comm).....	19.86
Derry v Peek (1889) 14 App Cas 337 (HL) .....	22.71
Despina R, The: see Services Europe Atlantique Sud v Stockholms Rederiaktiebolag Svea .....	19.95
Deutsche Bank AG v Sebastian Holdings No 2 [2009] EWHC 2132 (Comm).....	4.29, 4.50
Deutsche Bank AG v Tongkah Harbour PLC [2011] EWHC 2251 (QB).....	7.16, 7.47
Deutsche Schachtbau-und-Tiefbohrgesellschaft mbH v Shell International Petroleum Co Ltd [1990] 1 AC 295 (HL) .....	22.72
Deweer v Belgium A/35, 27 February 1980, (1980) 2 EHRR 439, E Ct HR .....	1.50
Diag Human SE v Czech Republic [2013] EWHC 3190 (Comm), [2014] 1 Lloyd's Rep 288..... 17.21, 23.44	
Dimitris L, The: see Navios International Inc v Sangamon Transportation Group .....	19.49
Doleman v Ossett Corporation [1912] 3 KB 257 (CA) .....	7.2
Dolling-Baker v Merrett [1990] 1 WLR 1205 (CA) .....	13.5, 13.9, 15.22
Dolphin Hellas Shipping SA v Itemslot Ltd (The Aegean Dolphin) [1992] 2 Lloyd's Rep 178 (Comm).....	19.54, 22.35
Dolphin Tanker Srl v Westport Petroleum Inc [2010] EWHC 2617 (Comm), [2011] 1 Lloyd's Rep 550.....	22.13, 22.32, 22.40
Dolphin Tankers SRL v China Shipbuilding Trading Co [2009] EWHC 2216 (Comm).....	8.6
Donohue v Armco Inc [2001] UKHL 64, [2002] 1 Lloyd's Rep 425 .....	8.39
Double K Oil Products 1996 Ltd v Neste Oil Oyj [2009] EWHC 3380 (Comm), [2010] 1 Lloyd's Rep 141 .....	22.71
Downing v Al Tameer Establishment [2002] EWCA Civ 721, [2002] 2 All ER (Comm) 545.....	7.28, 7.37, 7.41
Dredging and Construction Co v Delta Civil Engineering 72 Con LR 99 (TCC).....	11.36
DS-Rendite-Fonds Nr.106 VLCC Titan Glory v Titan Maritime [2015] EWHC 2488 (Comm).....	3.9, 3.11, 4.15
DTEK Trading SA v Morozov and anor [2017] EWHC 94 (Comm) .....	15.23, 18.7, 18.23
Dubai Islamic Bank PJSC v Paymentech Merchant Services Inc [2001] 1 Lloyd's Rep 65 (Comm).....	2.15, 5.24, 5.29, 5.30, 5.34
Dudarec v Andrews [2006] EWCA Civ 256, [2006] 1 WLR 3002.....	16.8, 16.9
Dunnett v Railtrack plc [2002] EWCA Civ 303.....	21.37
Durham CC v Darlington BC [2003] EWHC 2598 (Admin) .....	19.82

TABLE OF CASES

Durtnell (R) & Sons Ltd v Secretary of State for Trade and Industry [1996] 2 Lloyd's Rep 461 (CA) .....	10.22
Durtnell (R) & Sons Ltd v Secretary of State for Trade and Industry [2001] 1 Lloyd's Rep 275 (TCC).....	2.25, 10.22, 10.23, 15.8
Dwr Cymru Cyf v Jones Brothers (Henllan) Ltd Times, 26 November 1998 .....	22.19
Dynamic, The: see Ocean Marine Navigation Ltd v Koch Carbon Inc .....	12.11
Eagle Star Insurance Co Ltd v Yuval Insurance Co Ltd [1978] 1 Lloyd's Rep 357 (CA) .....	7.21
Eastcheap Dried Fruit & Co v NV Gerbroedus Catz Handelsvereniging [1962] 1 Lloyds Rep 283 (Comm).....	22.59
Eastern Counties Farmers Ltd v Cunningham Ltd [1962] 1 Lloyd's Rep 261 (CA) .....	15.14
Eastern Navigator, The: see Bernuth Lines Ltd v High Seas Shipping Ltd .....	10.10
Eastern Saga, The: see Oxford Shipping Co Ltd v Nippon Yusen Kaisha .....	13.2
Eastrade Commodities Inc v Gannet Shipping Ltd [2002] 1 Lloyd's Rep 713 (Comm) .....	1.46
Easy Rider, The: see Tame Shipping Ltd v Easy Navigation Ltd .....	13.16
Easybiz Investments v Sinograin, The Biz [2010] EWHC 2565 (Comm), [2011] 1 Lloyd's Rep 688.....	10.7, 10.9, 10.48
Eco Swiss China Time Ltd v Benetton International BV Case C-126/97, [1999] 2 All ER (Comm) 44 (ECJ).....	22.20, 22.25, 22.77
Ecobank Transnational Inc v Tanoh [2015] EWCA Civ 1309 .....	8.37, 8.43, 8.44, 8.55
Econet Satellite Services Ltd v Vee Networks Ltd [2006] EWHC 1664 (Comm), [2006] 2 Lloyd's Rep 423 .....	4.54
Econet Wireless Ltd v Vee Networks Ltd [2006] EWHC 1568 (Comm), [2006] 2 Lloyd's Rep 1.....	18.9, 18.13, 18.21, 18.32
ED & F Man v SATURS [1970] 2 Lloyd's Rep 416 (Comm).....	23.35, 23.36
ED&F Man Sugar Ltd v Belmont Shipping Ltd (The Amplify) [2011] EWHC 2992 (Comm), [2012] 1 Lloyd's Rep 206.....	12.15, 12.18, 22.58
ED&F Man Sugar Ltd v Unicargo Transportgesellschaft GmbH [2013] EWCA Civ 1449, [2014] 1 Lloyd's Rep 412 .....	22.120
EDM JM Mertens & Co PVBA v Veevoeder Import Export Vimex BV [1979] 2 Lloyd's Rep 372 (Comm) .....	1.22
Egiazaryan v OJSC OEK Finance [2015] EWHC 3532 (Comm), [2016] 1 Lloyd's Rep 295.....	19.71
Egmatra AG v Marco Trading Corporation [1999] 1 Lloyd's Rep 862 (Comm).....	5.18, 22.9, 22.23, 22.26, 22.46, 22.48
Egon Oldendorff v Liberia Corp (No 2) [1996] 1 Lloyd's Rep 380 (Comm) .....	5.23
EJR Lovelock Ltd v Exportles [1968] 1 Lloyd's Rep 163 .....	4.31
El Amria, The [1981] 2 Lloyd's Rep 119 (CA).....	8.43
El Nasharty v J Sainsbury plc [2003] EWHC 2195 (Comm), [2004] 1 Lloyd's Rep 309.....	6.34, 7.38, 7.53
El Nasharty v J Sainsbury plc [2007] EWHC 2618 (Comm), [2008] 1 Lloyd's Rep 360.....	1.52, 7.3, 7.29
Electrosteel Castings Ltd v Scan-Trans Shipping & Chartering [2002] EWHC 1993 (Comm), [2003] 1 Lloyd's Rep 190.....	6.44
Eleftheria Niki Cia Naviera SA v Eastern Mediterranean Marine Ltd (The Eleftheria Niki) [1980] 2 Lloyd's Rep 252.....	21.39
Elektrim SA v Vivendi Universal SA [2007] EWHC 11 (Comm), [2007] 1 Lloyd's Rep 693, [2007] EWHC 571 (Comm), [2007] 2 Lloyd's Rep 8.....	8.18, 8.34, 8.48, 8.50, 8.51, 8.52, 8.53, 8.55, 12.7, 12.26, 12.70, 14.10, 22.71, 22.73
Elissar, The: see Hagop Ardahalian v Unifert International SA .....	19.15

TABLE OF CASES

Emirates Trading Agency Llc v Prime Mineral Exports Private Limited [2014] EWHC 2104 (Comm), [2014] 2 Lloyd's Rep 457.....	3.6, 3.9, 3.11, 3.12, 4.15, 6.10, 6.17, 7.15
Emirates Trading Agency LLC v Sociedade de Fomento Industrial Private Ltd [2015] EWHC 1452 (Comm), [2015] 2 Lloyd's Rep 487 .....	3.6, 3.9, 3.11, 4.15, 10.40, 19.71
Emmott v Michael Wilson & Partners Limited [2008] EWCA Civ 184, [2008] 1 Lloyd's Rep 616.....	13.2, 13.3, 13.5, 13.7, 13.12, 13.13, 13.14, 13.15, 13.30
ENE Kos v Petroleo Brasileiro [2009] EWHC 1843 (Comm), [2010] 1 Lloyd's Rep 87 .....	21.9
Enercon GmbH v Enercon (India) Ltd [2012] EWHC 689 (Comm), [2012] 1 Lloyd's Rep 519.....	5.5, 5.24, 8.17, 10.21
Engineered Medical Systems Bregas AB [2003] EWHC 3287 (Comm).....	8.6
Enterprise Insurance Co Plc v U-Drive Solutions (Gibraltar) Ltd [2016] EWHC 1301 (QB) .....	12.89, 17.28, 17.30, 17.31, 19.20, 19.21, 20.20, 20.54, 22.5
Environment Agency, The: see Harbour and General Works Ltd v Environment Agency [2000] .....	9.28
Epsilon Rosa, The (No 2): see Welex AG v Rosa Maritime Ltd .....	5.10
Essar Oilfield Services Ltd v Norscot Rig Management Pvt Ltd [2016] EWHC 2361 (Comm).....	15.31, 17.2, 21.3, 21.8, 22.62, 22.97, 22.111
Essar Shipping Ltd v Bank of China Ltd [2015] EWHC 3266 (Comm).....	8.38, 8.38, 8.44
Essex County Council v Premier Recycling Ltd [2006] EWHC 3594 (TCC), [2007] BLR 233 .....	22.7, 22.27
Esso Australia Resources Ltd v Plowman (Minister for Energy and Minerals) [1995] CLR 10 .....	13.2, 13.3, 13.6, 13.14
Esso Exploration and Production UK Ltd v Electricity Supply Board [2004] EWHC 787 (Comm), [2004] 1 All ER (Comm) 926.....	6.53
Etri Fans Ltd v NMB (UK) Ltd [1987] 2 Lloyd's Rep 565 (CA).....	7.13
European Grain & Shipping Ltd v Johnston [1982] 2 Lloyd's Rep 550 (CA).....	19.7, 19.54
Eurosteel Ltd v Stinnes AG [2000] 1 All ER Comm 964 (Comm).....	15.40
Everett v Ribbands [1952] 2 QB 198 (CA).....	16.9
Everglade Maritime v Schiffahrtsgesellschaft Detlef von Appen (The Maria) [1993] QB 780.....	21.43
Excalibur Ventures LLC v Texas Keystone Inc [2011] EWHC 1624 (Comm), [2011] 2 Lloyd's Rep 289.....	6.60, 7.53, 8.29, 8.38, 8.47, 8.54
Excalibur Ventures LLC v Texas Keystone Inc [2016] EWCA Civ 1144, [2016] 6 Costs LO 999 .....	15.31
Excess Insurance Co Ltd v Mander [1997] 2 Lloyd's Rep 119 (Comm).....	4.35, 4.39, 4.43
Excomm Ltd v Guan Guan Shipping (Pte) Ltd (The Golden Bear) [1987] 1 Lloyd's Rep 330 (Comm).....	19.72
Exeter City AFC Ltd v Football Conference Ltd [2004] EWHC 831, [2004] 4 All ER 1179...7.31	
Exfin Shipping (India) Ltd v Tolani Shipping Co Ltd [2006] EWHC 1090 (Comm), [2006] 2 Lloyd's Rep 389.....	7.20
Exmar BV v National Iranian Tanker Co (The Trade Fortitude) [1992] 1 Lloyd's Rep 169 (Comm).....	17.28, 19.13, 19.15, 19.16, 19.20, 19.21
Exmek Pharmaceuticals SAC v Alkem Laboratories Ltd [2015] EWHC 3158 (Comm), [2016] 1 Lloyd's Rep 239.....	4.28, 4.61, 10.41
Expofrut SA v Melville Services Inc [2015] EWHC 1950 (Comm).....	9.14
F Ltd v M Ltd [2009] EWHC 275 (TCC).....	19.54, 22.35
Fal Bunkering of Sharjah v Grecale Inc of Panama [1990] 1 Lloyd's Rep 369 (Comm).....	1.16, 1.18, 11.1, 11.2, 11.11, 20.6
Family Housing Association v Michael Hyde [1993] 1 WLR 354 (CA) .....	14.26

TABLE OF CASES

Fanti, The: see <i>Firma C-Trade v Newcastle Protection and Indemnity Association (The Fanti and The Padre Island)</i> .....	15.37
<i>Farm Assist Ltd v Secretary of State for the Environment, Food and Rural Affairs (No 2)</i> [2009] EWHC 1102 (TCC), [2009] BLR 399 .....	3.24
<i>Farrar v Cooper</i> (1890) 44 Ch D 323 (Ch).....	10.9
<i>Farrell v Alexander</i> [1977] AC 59 (HL).....	2.25
<i>Federal Bulk Carriers Inc v Itoh &amp; Co Ltd (The Federal Bulker)</i> [1989] 1 Lloyd's Rep 103 (CA).....	4.39, 4.43
<i>Federal Insurance Co v Transamerica Occidental Life Insurance Co</i> [1999] 2 Lloyd's Rep 286 (Comm).....	2.26, 10.39
Felicie, The: see <i>London Steamship Owners Mutual Insurance Association v Bombay Trading</i> .....	15.42
<i>Fence Gate Ltd v NEL Construction Ltd</i> [2001] 82 Con LR 41 (TCC).....	22.15
<i>Fermanagh District Council v Gibson (Bainbridge) Ltd</i> [2013] NIQB 177 [18], [2014] NICA 46.....	9.8
<i>Fern Computer Consultancy Ltd v Intergraph Cadworx</i> [2014] EWHC 2908 (Ch).....	7.32, 22.25, 22.77
<i>FG Hawkes (Western) Ltd v Beli Shipping Co Ltd, The Katarina</i> [2009] EWHC 1740 (Comm), [2010] 1 Lloyd's Rep. 449.....	9.23
<i>Fidelitas Shipping Co Ltd v V/O Exportchleb</i> [1965] 1 QB 630 (CA) .....	16.21, 19.71
<i>Fidelity Management SA v Myriad International Holdings Bv</i> [2005] EWHC 1193 (Comm), [2005] 2 Lloyd's Rep 508.....	22.47, 22.66
<i>Fileturm Ltd v Royal Garden Hotel Ltd</i> [2010] EWHC 1736 (TCC), [2010] BLR 512 .....	11.23, 11.26
<i>Film Finance Inc v The Royal Bank of Scotland</i> [2007] EWHC 195 (Comm), [2007] 1 Lloyd's Rep 382 .....	3.7, 4.17
<i>Finagra (UK) Ltd v OT Africa Line Ltd</i> [1998] 2 Lloyd's Rep 622 (Comm).....	4.28
<i>Finmoon Ltd v Baltic Reefers Management Ltd</i> [2012] EWHC 920 (Comm), [2012] 2 Lloyd's Rep 388 .....	9.14, 10.7, 10.9, 10.48
<i>Finnish Marine Insurance Company Ltd v Protective National Insurance Company</i> [1990] 1 QB 1078, [1989] 2 Lloyd's Rep 99 (Comm).....	7.55
Finnrose, The: see <i>Fort Sterling v South Atlantic Cargo Shipping</i> .....	14.19
<i>Fiona Trust &amp; Holding Corporation v Privalov</i> [2007] EWCA Civ 20, [2007] 2 Lloyd's Rep 267 .....	3.14, 4.7, 4.18, 6.25, 6.61, 7.47, 8.19, 8.21, 19.84
<i>Fiona Trust v Privalov</i> [2011] EWHC 664 (Comm).....	19.84
<i>Fiona Trust: see also Premium Nafta Products Ltd (20th Defendant) &amp; Ors v Fili Shipping Company Ltd &amp; Ors</i> .....	4.50
<i>Firma C-Trade v Newcastle Protection and Indemnity Association (The Fanti and The Padre Island)</i> [1991] 2 AC 1 (HL).....	15.37
<i>First Steamship Co Ltd v CTS Commodity Transport Shipping Schiffahrtsgesellschaft mbH (The Ever Splendor)</i> [1988] 1 Lloyd's Rep 245 (Comm) .....	9.26
<i>Fitzgerald v Williams</i> [1996] 2 All ER 171 (CA) .....	17.10
<i>Five Oceans Salvage Consultants Ltd v Perla Navigation Ltd</i> [2013] EWHC 4055 (Comm).....	10.21
<i>Five Oceans Salvage Ltd v Wenzhou Timber Group Co</i> [2011] EWHC 3282 (Comm), [2012] 1 Lloyd's Rep 289.....	19.71
<i>Flender Werft AG v Aegean Maritime Ltd</i> [1990] 2 Lloyd's Rep 27 (Comm).....	17.12, 17.17, 17.177
<i>Fletamentos Maritimos SA v Effjohn International BV</i> [1995] 1 Lloyd's Rep 311 (Comm).....	10.16, 10.33, 10.35

TABLE OF CASES

Fletamentos Maritimos v Effjohn International BV (No 2) [1997] 2 Lloyd’s Rep 302 (CA) 312.....	10.33, 11.20
Foleys Ltd v City & East London Family & Community Services [1997] ADRLJ 401 .....	22.32
Food Corporation v Marastro Cia Naviera SA, The Trade Fortitude [1985] 2 Lloyd’s Rep 583 (Comm) .....	22.79
Ford’s Hotel Co Ltd v Bartlett [1896] AC 1 (HL).....	7.22
Fort Sterling v South Atlantic Cargo Shipping (The Finnrose) [1994] 1 Lloyd’s Rep 559 (Comm).....	14.19
Fortress Value Recovery Fund I LLC v Blue Skye Special Opportunities Fund LP [2013] EWCA Civ 367, [2013] 1 WLR 3466.....	7.16, 15.51, 15.59
Fourie v Le Roux [2007] UKHL 1, [2007] 1 WLR 320.....	18.28
Fox & Widley v Guram [1998] 3 EG 142 (Comm).....	9.18
Fox and anor v Jewell and others [2013] EWCA Civ 1152 .....	16.9
Fox v PG Wellfair Ltd [1981] 2 Lloyd’s Rep 514 (CA).....	12.15, 22.59
Frankenburg v Famous Lasky Service Ltd (1931) 144 LT 534 (CA) .....	21.8
Freights Queen, The: see Mineracoas Brasilieras Reunidas v EF Marine SA .....	5.15
Freshwater v Eastern Australian Assurance Co Ltd [1933] 1 KB 515 .....	4.55
Front Comor, The: see Allianz SpA v West Tankers Inc .....	8.2
Frontier Agriculture Ltd v Bratt Bros (A Firm) [2015] EWCA Civ 611, [2015] 2 Lloyd’s Rep 500.....	6.60, 6.65
Fulham Football Club (1987) Ltd v Richards [2011] EWCA Civ 855, [2012] Ch 333.....	7.31, 19.30
Furness Withy v Metal Distributors (The Amazonia) [1990] 1 Lloyd’s Rep 236 (CA).....	4.8
Gannet Shipping Ltd v Eastrade Commodities Inc [2002] 1 Lloyd’s Rep 713.....	19.57, 19.66, 19.67, 22.78
Gater Assets Ltd v Nak Naftogaz Ukrainiy [2007] EWCA Civ 988, [2007] 2 Lloyd’s Rep 588.....	17.21, 23.44
Gater Assets Ltd v Nak Naftogaz Ukrainy (No 3) [2008] EWHC 1108 (Comm), [2008] 2 Lloyd’s Rep 295.....	19.88, 23.9, 23.20, 23.38
Gazprom OAO Case C-536/13 [2015] 1 Lloyd’s Rep 610 (CJEU) .....	8.2, 8.11, 8.26, 8.31, 19.32
Gbangbola v Smith & Sheriff Ltd [1998] 3 All ER 730 (TCC).....	12.14, 21.54, 21.57, 21.58, 22.50, 22.78, 22.79
Geldof Metaalconstructie NV v Simon Carves Limited [2010] EWCA Civ 667, [2011] 1 Lloyd’s Rep 517.....	4.54
Genentech Inc v Hoechst GmbH and Sanofi-Aventis Deutschland GmbH Case C-567/14, [2016] 5CMLR 9 (CJEU) .....	22.25
General Feeds Inc Panama v Slobodna Plovidba Yugoslavia [1999] 1 Lloyd’s Rep 688 (Comm).....	19.2, 22.47
Geogas SA v Trammo Gas Ltd (The Baleares) [1993] 1 Lloyd’s Rep 215 (CA).....	22.15
Gerald Metals SA v Trustees of Timis Trust and others [2016] EWHC 2327 (Ch).....	8.20, 18.3, 18.19
Gidrxslme Shipping Co v Tantomar Transportes Maritimos Lda [1994] 2 Lloyd’s Rep 392, [1995] 1 WLR 299 (Comm).....	18.12, 18.27
GigSky APS v Vodafone Roaming Services SAR (16 October 2015, unrep (Comm)).....	18.3, 18.19
Glencore Grain Ltd v Agros Trading Co [1999] 2 Lloyd’s Rep 410 (CA).....	4.54, 7.20, 23.21
Glencore Grain Ltd v Goldbeam Shipping Inc (The Mass Glory) [2002] EWHC 27 (Comm), [2002] 2 Lloyd’s Rep 244.....	13.19
Glencore International AG v Beogradska Plovidba (The Avala) [1996] 2 Lloyd’s Rep 311 (Comm).....	22.120

TABLE OF CASES

Glencore International AG v PT Tera Logistic Indonesia [2016] EWHC 82 (Comm), [2016] 1 Lloyd's Rep 527.....	10.51, 22.18
Glencot Development & Design Ltd v Ben Barrett & Son (Contractors) Ltd [2001] BLR 207 (TCC).....	3.31
Glidepath v Thompson [2004] EWCA Civ 314, [2005] 2 All ER (Comm) 833 .....	13.29
Global Container Lines Ltd v Bonyad Shipping Co Ltd [1999] 1 Lloyd's Rep 287 (Comm).....	15.40
Gold Coast Ltd v Naval Gijon SA [2006] EWHC 1044, [2006] 2 Lloyd's Rep 400.....	2.32, 19.69, 19.70
Gold Reserve Inc v The Bolivarian Republic of Venezuela [2016] EWHC 153 (Comm), [2016] 1 Lloyd's Rep 483.....	23.32
Golden Bear, The: see Excomm Ltd v Guan Guan Shipping (Pte) Ltd .....	19.72
Golden Ocean Group Ltd v Humpuss Intermoda [2013] EWHC 1240 (Comm), [2013] 2 Lloyd's Rep 421.....	2.17, 6.35, 7.27, 7.36, 7.37, 7.40, 7.41, 7.43, 7.45, 7.46, 7.49, 7.50, 7.53, 8.18, 8.29, 8.36, 8.38, 8.47, 8.52, 8.53, 8.54, 15.60
Good Challenger Navegante SA v Metalexportimport SA [2003] EWCA Civ 1668, [2004] 1 Lloyd's Rep 67 .....	23.29
Government of Ceylon v Chandris [1963] 1 Lloyd's Rep 214 (Comm).....	20.51
Government of Sierra Leone v Marmaro Shipping Co Ltd, The Amazona [1989] 1 Lloyd's Rep 130 (CA) .....	10.55
Government of Swaziland v Leila Maritime Co Ltd, The Leila [1985] 2 Lloyd's Rep 172 (Comm).....	7.30
Greaves v Tofield (1880) 14 Ch D 563 (CA).....	2.25
Greenmar Navigation Ltd v Owners of Ships Bazias 3 (The Bazias 3) [1993] 1 Lloyd's Rep 101 (CA) .....	7.56, 18.47
Greville v Venables [2007] EWCA Civ 878.....	16.8
Grimaldi Compagnia Di Navigazione SpA v Sekihyo Lines Ltd (The Seki Rolette) [1998] 2 Lloyd's Rep 638 (Comm).....	7.29, 9.6, 9.13, 9.14, 9.24, 9.30, 9.35, 9.37
Groundshire v VHE Construction [2001] 1 BLR 395 (Comm).....	19.58, 22.53
Grupo Torras SA v Al-Sabah [1995] 1 Lloyd's Rep 374 (Comm).....	7.12
Grupo Torras SA v Al-Sabah [1999] CLC 1469.....	21.37
Guangzhou Dockyards Co v ENE Aegiali I [2010] EWHC 2826 (Comm), [2011] 1 Lloyd's Rep 30.....	22.5, 22.9
Guidance Investments Ltd v Guidance Hotel Investments Co BSC (Closed) [2013] EWHC 3413 (Comm).....	4.52, 7.14
Guidant LLC v Swiss Re International SE [2016] EWHC 1201 (Comm).....	10.25
Gulf Import & Export Co v Bunge SA [2007] EWHC 2667 (Comm), [2008] 1 Lloyd's Rep 316.....	4.10, 22.62
Habas Sinai Ve Tibbi Gazlar Istihsal Endustri AS v Sometal SAL [2010] EWHC 29 (Comm), [2010] 1 Lloyd's Rep 661.....	4.36, 4.39
Habas Sinai Ve Tibbi Gazlar Istihsal Endustrisi v VSC Steel Co Ltd [2013] EWHC 4071 (Comm), [2014] 1 Lloyd's Rep 479.....	5.15, 5.16
Hagop Ardahalian v Unifert International SA (The Elissar) [1984] 1 Lloyd's Rep 206 (Comm), [1984] 2 Lloyd's Rep 84 (CA).....	11.12, 19.15, 22.117
Halifax Financial Services & Intuitive Systems [1999] 1 All ER (Comm) 303 .....	3.6
Halki Shipping Corporation v Sopex Oils Ltd (The Halki) [1998] 1 Lloyd's Rep 465 (CA) .....	7.6, 7.19, 7.20, 8.19
Halki, The: see Halki Shipping Corporation v Sopex Oils Ltd .....	7.19
Hall v Stone [2007] EWCA Civ 1354 .....	21.37

TABLE OF CASES

Halsey v Milton Keynes General NHS Trust [2004] EWCA Civ 576, [2004] 1 WLR 3002 .....	3.33, 3.35, 21.37
Hammond & Co v Bussey (1880) 20 QBD 79 (CA).....	15.26
Hamtun: Owners of Hamtun v Owners of St John [1999] 1 Lloyd's Rep 883 (Adm) ....	1.30, 13.8
Hannaford v Smallacombe [1994] 15 EG 155 (CA).....	10.11
Hannah Blumenthal, The: see Paal Wilson v Partenreederei Hannah Blumenthal .....	4.61
Harbour and General Works Ltd v Environment Agency [2000] 1 Lloyd's Rep 65 (CA).....	9.16, 9.18, 9.28, 9.30
Harbour Assurance Co Ltd v Kansa General International Ins Co [1992] 1 Lloyd's Rep 81, [1993] QB 701 (CA), [1993] 1 Lloyd's Rep 455... 4.48, 5.13, 6.23, 12.90	
Hardwick Game Farm v Suffolk Agricultural and Poultry Producers' Association [1964] 2 Lloyd's Rep 227 (QB).....	4.58
Hari Bhum, The: see Through Transport Mutual Insurance Association (Eurasia) Ltd v New India Assurance Co Ltd .....	15.8
Hashwani v Jivraj [2015] EWHC 998 (Comm).....	19.80
Hashwani v OMV Maurice Energy Ltd [2015] EWHC 1811 (Comm), [2015] EWCA Civ 1171.....	4.29, 4.51, 6.35, 6.59, 7.47, 7.53
Hassneh Insurance Co v Mew [1993] 2 Lloyd's Rep 243 (Comm).....	13.2, 13.5, 13.18, 13.19, 13.20, 13.30, 13.31, 23.20
Havhelt, The [1993] 1 Lloyd's Rep 523 (Admlty) 525.....	10.55
Hayter v Nelson & Home Insurance Co [1990] 2 Lloyd's Rep 265 (Comm).....	7.19
HC Trading Malta Ltd v Tradeland Commodities SL [2016] EWHC 1279 (Comm), [2016] 2 Lloyd's Rep 130 (Comm) .....	4.16, 8.29, 22.87
Heideberg, The: see Partenreederei m/s Heidberg and ors v Grosvenor Grain & Feed Co (The Heidberg) .....	4.39
Heifer International Inc v Christiansen [2007] EWHC 3015 (TCC), [2008] Bus LR D49.....	4.25
Helow v Secretary of State for the Home Department [2008] UKHL 62, [2008] 1 WLR 2416 .....	11.21, 11.24
Henderson v Henderson (1843) 3 Hare 100 (Ch).....	19.71
Henry Boot (Construction (UK) Ltd v Malmaison Hotel (Manchester) Ltd [2000] EWCA Civ 175, [2000] BLR 509, [2001] 1 QB 388, [2000] 2 Lloyd's Rep 625.....	2.20, 6.55, 9.41, 10.42, 16.18, 22.127, 22.129, 24.28
Heyman v Darwins [1942] AC 356 (HL) .....	6.5
Hickman & Co v Roberts [1913] AC 229 (HL).....	4.60
Hill Harmony, The: see Whistler International Ltd v Kawasaki Kisen Kaisha Ltd .....	19.54
Hillcourt v Teliasonera AB [2006] EWHC 508 (Ch) .....	23.36
Himmerland, The: see A/S Det Dansk-Franske Dampskibsselskab v Compagnie Financiere d'Investissements Transatlantiques SA .....	9.2
Hiscox Underwriting Ltd v Dixon Manchester Co Ltd [2004] EWHC 479 (Comm), [2004] 2 Lloyd's Rep 438.....	12.93, 18.17
Hiscox v Outhwaite (No. 2) [1991] 2 Lloyd's Rep 553 (CA).....	22.37, 22.39
Hiscox v Outhwaite [1992] 1 AC 562 (HL).....	5.39, 19.27
Hitachi Shipbuilding & Engineering Co Ltd v Viafiel Compania Naviera SA [1981] 1 Lloyd's Rep 498 (CA) .....	17.14, 17.15
HMV UK Ltd v Propinvest Friar Ltd [2011] EWCA Civ 1708.....	22.23, 22.28, 22.38
Hobbs Padgett & Co (Reinsurance) Limited v JC Kirkland Ltd [1969] 2 Lloyd's Rep 547 (Comm).....	4.30
Hoesch Export AG v Hansa Projekt Transport GmbH (The World Umpire) [1990] 1 Lloyd's Rep 374.....	4.10

TABLE OF CASES

Hok Sport Limited v Aintree Racecourse Company Limited [2002] EWHC 3094 (TCC), [2003] BLR 155 .....	22.32
Holloway v Chancery Mead Ltd [2007] EWHC 2495 (TCC) [2008] 1 All ER (Comm) 653.....	3.10, 3.14, 4.14, 6.50
Home Secretary v Raytheon [2015] EWHC 311 (TCC).....	22.116, 22.117, 22.118, 22.119
Honeywell International Middle East Limited v Meydan Group LLC [2014] EWHC 1344 (TCC), [2014] 2 Lloyd’s Rep 133.....	6.26, 23.13
Hornagold v Fairclough, The Times, 3 June 1993, [1993] PIQR P400 (CA).....	14.31
House of Fraser Ltd v Scottish Widows Plc [2011] EWHC 2800 (Ch).....	22.15
Hrvatska Elektroprivreda v Slovenia (ICSID Case No. ARB/05/24 (2008)).....	11.27
Hume v AA Mutual International Insurance [1996] Lloyd’s Rep IR 19 (CA) .....	7.19
Huron Liberian Company v Rheinoel GmbH (The Concordia C) [1985] 2 Lloyd’s Rep 58(Comm).....	21.46
Hussman (Europe) Ltd v Al Ameen Development & Trade Co [2000] 2 Lloyd’s Rep 83 (Comm).....	5.2, 6.37, 11.48, 11.52, 12.16, 12.56, 12.76, 19.6, 19.44, 19.45, 20.7, 20.54, 20.55, 21.13, 22.47, 22.50, 22.66
Hussmann (Europe) Limited v Pharaon [2003] EWCA Civ 266, [2003] 1 All ER (Comm) 879.....	22.125, 22.126
Huyton SA v Jakil SpA [1999] 2 Lloyd’s Rep 83 (CA) 89.....	22.121
Hyundai Merchant Marine Co Ltd v Americas Bulk Transport Ltd (The Pacific Champ) [2013] EWHC 470 (Comm), [2013] 2 Lloyd’s Rep 320 .....	6.26, 22.133
Ian Franses (Liquidator of Arab News Network Ltd) v Somar Al Assad & ors [2007] EWCH 2442 (Ch), [2007] BPIR 1233 .....	18.29
Icon Navigation Corporation v Sinochem International Petroleum (Bahamas) Co Ltd [2002] EWHC 2812 (Comm), (2003) 6007LMLN 2(2).....	22.29, 22.51, 22.133
Ikarian Reefer, The: see National Justice Cia Naviera SA v Prudential Assurance Co Ltd ....	12.55
Inco Europe Ltd v First Choice Distribution [2000] 1 WLR 586 (HL), [2000] 1 Lloyd’s Rep 467 (HL).....	2.3, 2.19, 7.57, 22.127, 24.27, 24.28
Indescon Ltd v Oden [2004] EWHC 2326 (QB), [2005] 1 Lloyd’s Rep 31 .....	10.24
Indian Grace, The: see Republic of India and Others v India Steamship Company Ltd .....	19.77
Indian Oil Corporation v Coastal (Bermuda) Ltd [1990] 2 Lloyd’s Rep 407 (Comm).....	22.44
Industrie Chimiche Italia Centrale v Alexander Tsavlivris & Sons Maritime Co (The Choko Star) [1987] 1 Lloyd’s Rep 508 (CA).....	8.55
Insurance Company v Lloyd’s Syndicate [1995] 1 Lloyd’s Rep 272 (Comm).....	13.20
Integral Petroleum SA v Melars Group Ltd [2015] EWHC 1893 (Comm), [2016] EWCA Civ 108, [2016] 2 Lloyd’s Rep 141 .....	6.55, 22.86, 22.114, 24.29
Interbulk Ltd v Aiden Shipping Co Ltd (The Vimeira) [1984] 2 Lloyd’s Rep 66 (CA).....	12.15
Interbulk Ltd v Ponte dei Sospiri Shipping Co (The “Standard Ardour”) [1988] 2 Lloyd’s Rep 159.....	6.20, 10.11
Internet FZCO v Ansol Limited [2007] EWHC 2739 (Comm).....	8.50, 8.55
International Petroleum Refining & Supply SDAD Ltd v Elpis Finance SA, The Faith [1993] 2 Lloyd’s Rep 408 (Comm) 411.....	22.91
International Tank and Pipe SAK v Kuwait Aviation Fuelling Co KSC [1975] QB 224 (CA).....	5.33
Internaut Shipping GmbH v Fercometal SARL [2003] EWCA Civ 812, [2003] 2 Lloyd’s Rep 430.....	6.14
Interoute Telecommunications (UK) Ltd v Fashion Gossip Ltd, The Times, 10 November 1999 (Ch) .....	18.34
Interprods Ltd v De La Rue International Ltd [2013] EWHC 3971 (Comm).....	22.101, 22.103, 24.8



TABLE OF CASES

Interserve Industrial Services Ltd v ZRE Katowice SA [2012] EWHC 3205 (TCC).....	4.8
IPCO (Nigeria) Ltd v Nigerian National Petroleum Corp [2005] EWHC 726 (Comm), [2005] 2 Lloyd's Rep 326.....	22.72, 23.54
IPCO (Nigeria) Ltd v Nigerian National Petroleum Corp [2008] EWCA Civ 1157, [2009] 1 Lloyd's Rep 89.....	22.121
IPCO (Nigeria) Ltd v Nigerian National Petroleum Corp [2015] EWCA Civ 1144, [2016] 1 Lloyd's Rep 5.....	22.112, 23.54
IPCO (Nigeria) Ltd v Nigerian National Petroleum Corp [2017] UKSC 16, overturning [2005] EWHC 726 (Comm), [2005] 2 Lloyd's Rep 326).....	23.54
Ipswich Borough Council v Fisons plc [1990] 1 All ER 730 (CA).....	22.23, 22.26, 22.28
Irvani v Irvani [2000] 1 Lloyd's Rep 412.....	4.45
Ispat Industries Ltd v Western Bulk Pte Ltd [2011] EWHC 93 (Comm).....	18.43
Itochu Corp v Johann MK Blumenthal GmbH & Co KG [2012] EWCA Civ 996, [2012] 2 Lloyd's Rep 437.....	10.5
Ivan Zagubanski, The: see Navigation Maritime Bulgare v Rustal Trading Ltd.....	15.37
Jacobs E & C Ltd v Laker Vent Engineering Ltd [2014] EWHC 4818 (TCC).....	7.17, 8.33
Jacobs v Ministry of Defence [2006] EWCA Civ 46.....	21.38
Jadranska Slobodna Plovidba v Oleagine SA (The Luka Botic) [1984] 1 WLR 300 (CA) 306.....	9.8, 9.10
Jalamatsya, The [1987] 2 Lloyd's Rep 164 (Admiralty).....	18.42
James Allen (Liverpool) Ltd v London Export Corporation Ltd [1981] 2 Lloyd's Rep 632 (Comm).....	21.31
James Lazenby & Co v McNicholas Ltd [1995] 1 WLR 615, [1995] 2 Lloyd's Rep 30 (Comm).....	14.12, 14.22
James v Jackson [1910] 2 Ch 92 (Ch).....	21.39
Janos Paczy v Haendler & Natermann GmbH [1981] 1 Lloyd's Rep 302 (CA).....	7.29
Japan Line Ltd v Aggeliki Charis Compania Maritima SA (The Angelic Grace) [1980] 1 Lloyd's Rep 288 (CA).....	18.55, 19.15
Jay Bola, The: see Schiffahrtsgesellschaft Detlev Von Appen GmbH v Voest Alpine Intertrading GmbH.....	8.34
JD Wetherspoon PLC v Jay Mar Estates [2007] EWHC 856 TCC, [2007] BLR 285.....	22.59
Jenred Properties Ltd v ENIT, Financial Times, 29 October 1985 (CA).....	17.18
Jivraj v Hashwani [2009] EWHC 1364 (Comm), [2010] 1 All ER 30, [2010] EWCA Civ 712, [2010] 2 Lloyd's Rep 534, [2011] UKSC 40, [2011] 1 WLR 1872, [2011] UKSC 40, [2011] 2 Lloyd's Rep 513.....	1.52, 11.1, 11.2, 20.11
John Mowlem Construction Plc v Secretary of State for Defence [2000] CILL 1655 (Comm).....	2.32
John Tackaberry v Phaidon Navegacion [1993] ADRLJ 112 (Comm).....	20.10
Johnson v Gore Wood [2002] 2 AC 1 (HL).....	19.71, 19.72
Joint Stock Asset Management Co Ingosstrakh-Investments v BNP Paribas SA [2012] EWCA Civ 644.....	8.10, 8.34, 8.44, 24.17
Joint Stock Co Aeroflot v Berezovsky [2013] EWCA Civ 784.....	7.26, 7.34, 7.37, 7.51
Jordan Nicolov, The: see Montedipe SpA v JTP-TO Jugotanker.....	15.37
JSC BTA Bank v Ablyazov [2011] EWHC 587 (Comm).....	7.37, 7.50, 7.51, 7.53
JSC VTB Bank v Skurikhin and others [2015] EWHC 2131 (Comm).....	18.50
JSC Zestafoni G Nikoladze Ferroalloy Plant v Ronly Holdings Ltd [2004] EWHC 245 (Comm), [2004] 2 Lloyd's Rep 335.....	6.70
JT Mackley & Co Ltd v Gosport Marina Ltd [2002] EWHC 1315 (TCC), [2002] BLR 367.....	3.6, 3.14, 6.8, 6.50

TABLE OF CASES

Jugoimport-SPDR Holding Co Ltd v Westacre Investments Inc [1999] QB 740, [1999] 2 Lloyd’s Rep 65 (CA) .....	22.71, 22.74, 22.76
Jugoslavenska Oceanska Plovidba v Castle Investment Co Inc [1974] QB 292 (CA).....	23.39
K v S [2015] EWHC 1945 (Comm) .....	22.93, 22.95, 22.97, 22.103
K.H. Enterprise v Pioneer Container (The Pioneer Container) [1994] 2 AC 324, [1994] 2 Lloyd’s Rep 593 (PC).....	15.44
K/S A/S Bill Biakh v Hyundai Corp [1988] 1 Lloyd’s Rep 187 (Comm).....	12.13, 17.29, 22.61
K/S A/S Norjarl v Hyundai Heavy Industries Co Ltd [1991] 1 Lloyd’s Rep 524 (CA).....	11.2, 20.5, 20.6, 20.19, 20.41, 20.59
Kallang Shipping SA v AXA Assurances Senegal (The Kallang) (No.1 & 2) [2006] EWHC 2825 (Comm), [2007] 1 Lloyd’s Rep 8, [2008] EWHC 2761, [2009] 1 Lloyd’s Rep 124.....	8.28, 8.35, 8.57, 18.43
Kallang, The: see Kallang Shipping SA v AXA Assurances Senegal .....	8.28
Kanchenjunga, The: see Motor Oil Hellas (Corinth) Refineries SA v Shipping Corporation of India .....	11.49, 11.55
Kaneria v England and Wales Cricket Board Ltd (ECB) [2014] EWHC 1348 (Comm) .....	22.62
Kanoria v Guinness [2006] EWCA Civ 222, [2006] 1 Lloyd’s Rep 701.....	23.49
Kansa General Insurance Co Ltd v Bishopsgate Insurance Plc [1988] 1 Lloyd’s Rep 503 (Comm) 511.....	22.22
Kastner v Jason [2004] EWHC 592 (Ch), [2004] 2 Lloyd’s Rep 233, [2004] EWCA Civ 1599, [2005] 1 Lloyd’s Rep 233 .....	8.10, 18.8, 18.9
Kastor Navigation Company Limited v Axa Global Risks (UK) Limited [2004] EWCA Civ 277, [2004] Lloyd’s Rep IR 481 .....	21.43
Kemp Ltd v Tolland [1956] 2 Lloyd’s Rep 681 (QB) .....	19.84
Kenya Railways v Antares Co Pte Ltd, The Antares (No 2) [1987] 1 Lloyd’s Rep 424 (CA).....	9.14, 10.51
Kershaw Mechanical Services Ltd v Kendrick Construction Ltd [2006] EWHC 727, [2006] 4 All ER 79.....	22.14, 22.23, 22.28, 22.40, 22.41, 22.42
Keydon Estates Ltd v Western Power Distribution (South Wales) Ltd [2004] EWHC 996(Ch).....	22.28
Kianta Osakeyhtio v Britain & Overseas Trading Co [1954] 1 Lloyd’s Rep 247 (CA).....	23.21
King v Thomas McKenna Ltd [1991] 2 QB 480 (CA).....	21.56, 22.44
Kingscroft Insurance Co Ltd v Nissan Fire and Marine Insurance Co Ltd [1999] Lloyd’s Rep IR 603 (Comm) .....	1.16
Kohn v Wagschal [2006] EWHC 3356 (Comm), [2007] EWCA Civ 1022, [2007] 1 Lloyd’s Rep 100.....	23.13, 23.31
Konkola Copper Mines Plc v U & M Mining Zambia Ltd [2014] EWHC 2146 (Comm), [2014] EWHC 2210 (Comm), [2014] EWHC 2374 (Comm).....	19.4, 19.37, 22.102, 23.40
Korbetis v Transgrain Shipping BV [2005] EWHC 1345 (QB) .....	9.18, 9.19
Kostas Melas, The: see SL Sethia Liners Ltd v Naviagro Maritime Corporation .....	19.15
Kruppa v Benedetti and anor [2014] EWHC 1887 (Comm), [2014] 2 Lloyd’s Rep 421, [2014] Bus LR 1105.....	4.17, 4.31
Kupeli and ors v Sirketi (t/a Cyprus Turkish Airlines) and anor [2016] EWHC 1478 (QB).....	21.37
Kurkjian (Commodity Brokers) Ltd v Marketing Exchange for Africa [1986] 2 Lloyd’s Rep 618 (Comm).....	20.7, 20.57
Kyrgyz Republic Ministry of Transport Department of Civil Aviation v Finrep GmbH [2006] EWHC 1722 (Comm), [2006] 2 CLC 402.....	24.17
L Brown & Sons Ltd v Crosby Homes (North West) Ltd [2008] EWHC 817 (TCC).....	24.8
L v A [2016] EWHC 1789 (Comm).....	22.39

TABLE OF CASES

La Generale des Carrieres et es Mines v FG Hemisphere Associates LLC [2012] UKPC 27, [2012] 2 Lloyd’s Rep 443 .....	23.32
La Pintada Compania Navegacion v President of India (La Pintada) [1984] 2 Lloyd’s Rep 9, [1985] AC 104 (HL) .....	19.30, 19.92
Laertis Shipping Corporation v Exportadora Espanola de Cementos Portland (The Laertis) [1982] 1 Lloyd’s Rep 613 (Comm).....	4.32, 4.33, 10.5
Laertis, The: see Laertis Shipping Corporation v Exportadora Espanola de Cementos Portland .....	4.32
Lakatamia Shipping Co Ltd v Nobu Su [2014] EWHC 796 (Comm) .....	21.38
Lake Michigan, The: see Lantic Sugar Ltd v Baffin Investments Ltd .....	9.27
Laker Airways Inc v FLS Aerospace Ltd [2000] 1 WLR 113 (Comm).....	11.15, 11.18, 11.20, 11.22, 11.27
Lantic Sugar Ltd v Baffin Investments Ltd (The Lake Michigan) [2009] EWHC 3325 (Comm), [2010] 2 Lloyd’s Rep 141 .....	9.27, 9.28, 9.30, 10.8
Lapad, The: see Atlanska Plovidba v Consignaciones Asturianas SA .....	10.9
Latvian Shipping Co v Russian People’s Insurance Co [2012] EWHC 1412 (Comm) [2012] 2 Lloyd’s Rep 181 .....	22.66, 22.70, 22.135
Law Debenture Trust Corporation PLC v Elektrim Finance BV [2005] EWHC 1412 (Ch), [2005] 2 Lloyd’s Rep 755.....	6.50, 6.60, 7.49, 22.86, 22.87
Lawal v Northern Spirit Ltd [2003] UKHL 35, [2004] 1 All ER 187 .....	11.21
Lawson v Midland Travellers Ltd [1993] 1 WLR 735 (CA).....	7.22
Leage, The: see Rumpup (Panama) SA v Islamic Republic of Iran Shipping Lines .....	7.12
Leibinger v Stryker Trauma GmbH [2006] EWHC 690 (Comm) .....	22.102, 22.105
Leif Hoegh & Co A/S v Petrolsea Inc (The World Era) [1992] 1 Lloyd’s Rep 45 (Comm).....	6.19, 10.11
Leila, The: see Government of Swaziland v Leila Maritime Co Ltd .....	7.30
Lena Goldfields Case DAC Report, para 16.....	13.14
Leonidas D, The: see Allied Marine Transport v Vale do Rio Doce Navegacao SA .....	4.61
Lesotho Highlands Development Authority v Impregilo SpA [2005] UKHL 43, [2005] 2 Lloyd’s Rep 310, [2006] 1 AC 221, [2005] 3 WLR 219.....	2.23, 5.19, 6.11, 10.49, 19.16, 19.67, 19.82, 19.83, 19.95, 22.17, 22.44, 22.45, 22.46, 22.49, 22.62
Lewis Emanuel & Sons v Sammut [1959] 2 Lloyd’s Rep 629 (Comm).....	11.43
LG Caltex Gas Co Ltd v National Petroleum Corp [2001] 2 All ER (Comm) 97, [2001] EWCA Civ 788, [2001] 1 WLR 1892.....	4.10, 6.48, 6.70
Liberia Shipping and Trading Corporation Ltd v Northern Sales Ltd (The Aspen Trader) [1981] 1 Lloyd’s Rep 273 (CA).....	9.20
Libero Commodities SA v Augustin [2015] EWHC 1815 (Comm), [2015] 2 Lloyd’s Rep 372.....	10.56
Lindner Ceilings Floors Partitions plc v How Engineering Services Ltd [2001] BLR 90 (TCC).....	21.45
Linnett v Halliwells LLP [2009] EWHC 319 (TCC), [2009] 1 CLC 157.....	11.1, 11.2, 20.1, 20.6, 20.14, 20.35, 20.50
Lisboa, The [1980] 2 Lloyd’s Rep 546 (CA).....	18.41
Lisnave Estaleiros Navais SA v Chemikalien Seetransport GmbH [2013] EWHC 338 (Comm), [2013] 2 Lloyd’s Rep 203.....	4.7
Lobster Group Ltd v Heidelberg Graphic Equipment Ltd [2008] EWHC 413 (TCC), [2008] 2 All ER 1173.....	3.32
Locabail (UK) Ltd v Bayfield Properties Ltd [2000] QB 451 (CA).....	11.15, 11.16, 11.18, 11.22, 11.23, 11.27, 11.49

TABLE OF CASES

L'Office Cherifien des Phosphates v Yamashita Shinnihon Steamship Co (The Boucraa) [1993] 3 WLR 266 .....	14.35
Lombard North Central plc v GATX Corp [2012] EWHC 1067 (Comm).....	7.16, 7.18, 7.37, 7.47, 7.48, 7.53
London & Blackwall Railway Co v Cross (1886) 13 Ch D 354 (CA).....	8.53
London & Leeds Estates Ltd v Paribas Ltd (No 2) [1995] 2 EG 134 (QB).....	13.6, 13.13, 13.30
London Arbitration 05/04 (2004) 635 LMLN 3(2).....	21.9
London Arbitration 11/01 (2001) LMLN 561.....	19.75
London Arbitration 14/94 (1994) LMLN 389.....	21.46
London Arbitration 20/05 (2005) 676 LMLN 3(2).....	17.34
London Arbitration 7/2006 (2006) 688 LMLN 1(2).....	15.48
London Borough of Southwark v O'Sullivan [2006] EWCA Civ 124.....	16.8, 16.9
London SteamShip Owners Mutual Insurance Assoc Ltd v Kingdom of Spain [2013] EWHC 3188 (Comm), [2014] 1 Lloyd's Rep 309 .....	23.11
London SteamShip Owners Mutual Insurance Assoc Ltd v Kingdom of Spain [2015] EWCA Civ 333.....	7.31, 7.32
London Steamship Owners Mutual Insurance Association v Bombay Trading (The Felicie) [1990] 2 Lloyd's Rep 21 (Comm).....	15.42
London Underground Ltd v Citylink Telecommunications Ltd [2006] 2 Lloyd's Rep 1, [2007] EWHC 1749 (TCC), [2007] 2 All ER (Comm) 694 ...	12.14, 12.76, 22.9, 22.15, 22.42, 22.58
Lorand Shipping Ltd v Davof Trading (Africa) BV [2014] EWHC 3521 (Comm), [2015] 1 Lloyd's Rep 67 .....	22.56, 22.57
Lorenzo Halcoussi, The: see Sunderland Steamship P and I Association v Gatoil International Inc .....	15.23
Luanda Exportadora SARL etc v Wahbe Tamari & Sons Ltd and Jaffa Trading Co [1967] 2 Lloyd's Rep 353 (Comm) .....	4.8
Luka Botic, The: see Jadranska Slobodna Plovidba v Oleagine SA .....	9.8
Mace (Russia) Ltd v Retansel Enterprises Ltd [2016] EWHC 1209 (Comm).....	8.10, 8.20, 18.10
Mackley & Co Ltd v Gosport Marina Ltd [2002] EWHC 1315, [2002] BLR 367.....	6.54
Mafracht v Parnes Shipping Co SA (The Apollonius) [1986] 2 Lloyd's Rep 405 (Comm).....	19.44, 19.46
Magdalena Oldendorff, The: see Bandwidth Shipping Corp v Intaari .....	12.7
Magellan Spirit ApS v Vitol SA (The Magellan Spirit) [2016] EWHC 454 (Comm), [2016] 2 Lloyd's Rep 1 .....	8.55
Magellan Spirit, The: see Magellan Spirit ApS v Vitol SA .....	0
Mahkutai, The [1996] AC 650, [1996] 2 Lloyd's Rep 1 (PC).....	4.48, 15.44
Mahon v Rahn [1997] 3 WLR 1230 (CA) .....	13.9
Malhotra v Malhotra [2012] EWHC 3020 (Comm) (Comm) 353, [2013] 1 Lloyd's Rep 285 ..	8.37
Malicorp v Egypt [2015] EWHC 361 (Comm), [2015] 1 Lloyd's Rep 423 .....	23.54
Malini Ventura v Knight Capital Pte Ltd [2015] SGHC 225.....	7.37
Malmesbury Railway Co v Budd (1876) 2 Ch D 113 (Ch).....	8.46
Man Enterprise SAL v Al-Waddan Hotel Ltd [2013] EWHC 2356 (TCC), [2014] 1 Lloyd's Rep 217.....	10.21
Mangistaumunaigaz Oil Production v United World Trading Inc [1995] 1 Lloyd's Rep 617 (Comm).....	4.30
Manlon Trading, Re [1995] 3 WLR 271 (Ch).....	14.20
Mann v Mann [2014] EWHC 537 (Fam), [2014] 1 WLR 2807.....	3.9
Mantovani v Carapelli [1980] 1 Lloyd's Rep 375 (CA).....	4.58, 8.58, 18.14
Marc Rich & Co AG v Societa Italiana Impianti PA (The Atlantic Emperor) [1989] 1 Lloyd's Rep 548 (CA) .....	5.17

TABLE OF CASES

Marcel v Commissioner of Police of the Metropolis [1992] Ch 225 (CA) .....	13.5
Margulead Ltd v Exide Technologies Ltd [2004] EWHC 1019 (Comm), [2005] 1 Lloyd's Rep 324 .....	19.45, 19.58, 22.60
Margulies Brothers, Ltd v Dafnis Thomaides & Co (UK) Ltd [1958] 1 Lloyd's Rep 250 (Comm) .....	23.11
Maria, The: see Everglade Maritime v Schiffahrtsgesellschaft Detlef von Appen .....	21.43
Mariana Islands Steamship Corporation v Marimpex MineraloelHandelsgesellschaft GmbH & Co (The Medusa) [1986] 2 Lloyd's Rep 328 (CA) .....	9.10
Maritime Transport v Unitramp Salen Rederierna (The Antaios) [1981] 2 Lloyd's Rep 284 (Comm) .....	15.24, 15.30, 22.130
Martrade Shipping & Transport GmbH v United Enterprises Corp [2014] EWHC 1884 (Comm), [2014] 2 Lloyd's Rep 198 .....	5.8, 5.15, 5.23, 19.94
Masri v Consolidated Contractors International Company Sal and anor [2008] EWHC 2492 (Comm) .....	23.42
Mass Glory, The: see Glencore Grain Ltd v Goldbeam Shipping Inc .....	13.19
Master and Fellows of University College Oxford v Durdy [1982] 1 Ch 413 (CA) 430 .....	10.8
Mastermailer Stationery Ltd v Sandison [2011] EWHC 4304 (Ch) .....	17.8, 17.12, 17.17
Matthew Hall Ortech Ltd v Tarmac Roadstone Ltd 87 BLR 96 (QB) .....	22.38
Mauritius Commercial Bank Ltd v Hestia Holdings Ltd [2013] EWHC 1328 (Comm) .....	4.18
Mavani v Ralli Brothers Ltd [1973] 1 All ER 555 (QB) .....	17.13
Mayor of the City of London v Sancheti [2008] EWCA Civ 1283, [2009] 1 Lloyd's Rep 117 .....	7.12
Medicaments and Related Classes of Goods (No 2), Re [2001] 1 WLR 700 (CA) .....	11.22
Mediterranea Raffineria Siciliana Petroli SpA v Kuwait Oil Tanker Co SAK (The Al Faiha) [1981] 2 Lloyd's Rep 99 (Comm) .....	9.26, 9.39
Medusa, The: see Mariana Islands Steamship Corporation v Marimpex MineraloelHandelsgesellschaft GmbH & Co .....	9.10
Meerabux v The Attorney General of Belize [2005] UKPC 12, [2005] 2 AC 513 .....	11.19
Melton Medes Ltd v Securities and Investment Board [1995] Ch 157 (Ch) .....	11.58
Merak, The [1964] 1 Lloyd's Rep 527, [1964] 2 Lloyd's Rep 283 (CA) .....	4.39, 4.43, 7.29
Metal Distributors (UK) Ltd v ZCCM Investment Holdings plc [2005] EWHC 156 (Comm), [2005] 2 Lloyd's Rep 37 .....	4.54
Metalfer Corporation v Pan Ocean Shipping Co Ltd [1988] 2 Lloyd's Rep 632 (Comm) .....	9.1, 9.32
Methanex Motonui v Spellman [2004] 1 NZLR 95 .....	15.62
Metropolitan Property Realizations Limited v Atmore Investments Ltd [2008] EWHC 2925 (Ch), [2009] 1 Lloyd's Rep 273 .....	19.63, 22.61, 22.64
Michael S Evryalos Maritime Ltd v China Pacific Insurance Co, (The Michael S), 20 December 2001, (2002) 579 LMLN 2 .....	4.43
Michael S, The: see Michael S Evryalos Maritime Ltd v China Pacific Insurance Co .....	4.43
Michael Wilson & Partners Limited v Emmot [2008] EWHC 2684 (Comm), [2009] 1 Lloyd's Rep 162 .....	17.27, 19.24
Michael Wilson & Partners Limited v Emmot [2015] EWCA Civ 1028, [2015] EWCA Civ 1285 [2016] 1 WLR 857 .....	1.53, 1.55, 24.30
Michael Wilson & Partners Ltd v Sinclair [2012] EWHC 2560 (Comm), [2013] 1 All ER (Comm) 476 .....	15.60
Michael Wilson & Partners Ltd v Sinclair [2017] EWCA Civ 3 .....	19.79
Midgulf International Ltd v Groupe Chimiche Tunisien [2010] EWCA Civ 66, [2010] 2 Lloyd's Rep 543 .....	8.33, 8.40

TABLE OF CASES

Mineracoas Brasilieras Reunidas v EF Marine SA (The Freights Queen) [1977] 2 Lloyd’s Rep 140 (Comm).....	5.15
Minerals & Metals Trading Corporation of India Ltd v Encounter Bay Shipping Co Ltd (The Samos Glory) [1988] 1 Lloyd’s Rep 51 (Comm).....	19.16
Minermet SpA Milan v Luckyfield Shipping Corporation SA [2004] EWHC 729 (Comm), [2004] 2 Lloyd’s Rep 348.....	6.17, 10.29
Ministry of Food Government of Bangladesh v Bengal Liner Ltd (The Bengal Pride) [1986] 1 Lloyd’s Rep 167 (Comm).....	10.29
Minmetals Germany GmbH v Ferco Steel Ltd [1999] 1 All ER (Comm) 315.....	23.52, 23.54
Mitsubishi Corporation v Castletown Navigation Ltd (The Castle Alpha) [1989] 2 Lloyd’s Rep 383 (Comm).....	5.33
Mme X v Banque Privee de Rothschild (Cass Civ 1ere, 26 September 2012).....	4.18
Mobil Cerro Negro Ltd v Petroleos de Venezuela SA [2008] EWHC 532 (Comm), [2008] 1 Lloyd’s Rep 684.....	18.16
Mobile Telesystems Finance SA v Nomihold Securities Inc [2011] EWCA Civ 1040, [2012] 1 Lloyd’s Rep 6.....	22.112, 23.9, 23.14
Monde Petroleum SA v Westernzagros Ltd [2015] EWHC 67 (Comm), [2015] 1 Lloyd’s Rep 330.....	4.51, 6.26, 6.44
Monella v Pizza Express (Restaurants) Ltd [2003] EWHC 2966 (Ch), (2004) 12 EG 172.....	9.30
Montan, The: see Mutual Shipping Corporation v Bayshore Shipping Co.....	19.42
Montedipe SpA v JTP-RO Jugotanker (The Jordan Nicolov) [1990] 2 Lloyd’s Rep 11 (Comm).....	15.37, 15.38, 15.43, 15.46
Motor Oil Hellas (Corinth) Refineries SA v Shipping Corporation of India (The Kanchenjunga) [1990] 1 Lloyd’s Rep 391 (HL).....	11.49, 11.55
Mouna, The [1991] 2 Lloyd’s Rep 221 (CA).....	14.26
Mousaka Inc v Golden Seagull Maritime Inc [2001] 2 Lloyd’s Rep 657 (Comm).....	1.49, 1.50, 1.53, 1.54
Moy v Peltman-Smith [2005] UKHL 71, [2005] 1 All ER 903.....	14.13
MRI Trading AG v Erdenet Mining Corp LLC [2012] EWHC 1988 (Comm) and [2013] EWCA Civ 156, [2013] 1 Lloyd’s Rep 638.....	19.2, 22.1, 22.123
Musawi v RE International (UK) Ltd [2007] EWHC 2981 (Ch), [2008] 1 Lloyd’s Rep 326.....	5.6, 5.20
Mutual Shipping Corporation v Bayshore Shipping Co (The Montan) [1984] 1 Lloyd’s Rep 389, [1985] 1 Lloyd’s Rep 189 (CA).....	19.42, 19.57, 19.66, 22.79
MV Pamphilos, The: see Bulfracht (Cyprus) Ltd v Boneset Shipping Company Ltd.....	12.14
Myron, The (Owners) v Tradax Export SA, The Myron [1969] 1 Lloyd’s Rep 411 (Comm) 415.....	1.7, 11.5, 12.21
Nagusina Naviera v Allied Maritime Inc [2002] EWCA Civ 1147, [2003] 2 CLC 1.....	22.106, 24.8
Nanjing Tianshun Shipbuilding Co Ltd v Orchard Tankers PTE Ltd [2011] EWHC 164 (Comm), [2011] 2 All ER (Comm) 789.....	9.1
Nasser v United Bank of Kuwait [2001] EWCA Civ 556, [2002] 1 All ER 401.....	17.10, 17.11
National Ability SA v Tinna Oils & Chemicals Ltd (The Amazon Reefer) [2009] EWCA Civ 1330, [2010] 1 Lloyd’s Rep 222.....	23.8, 23.13, 23.28
National Insurance & Guarantee Corporation Ltd v M Young Legal Services Ltd [2004] EWHC 2972 (QB) [2005] 2 Lloyd’s Rep 46.....	8.17
National Iranian Oil Company v Crescent Petroleum Company International Ltd [2016] EWHC 510 (Comm), [2016] 2 Lloyd’s Rep 146.....	5.6, 5.24, 5.27, 22.74
National Justice Cia Naviera SA v Prudential Assurance Co Ltd (The Ikarian Reefer) [1993] 2 Lloyd’s Rep 68 (Comm).....	12.55

TABLE OF CASES

National Navigation Co v Endesa Generacion SA (The Wadi Sudr) [2009] EWHC 196 (Comm), [2009] 1 Lloyd's Rep 666, [2009] EWCA Civ 1397, [2010] 1 Lloyd's Rep 193.....	6.8, 6.62, 8.24, 8.29
National Trust v Fleming [2009] EWHC 1798 (Ch).....	22.23
National Westminster Bank plc v Thomas Feeney and Linda Feeney [2006] EWHC 90066 (Costs).....	3.32
Naviera Amazonica Peruana SA v Cia Internacional de Seguros del Peru [1988] 1 Lloyd's Rep 116 (CA).....	2.15, 5.3, 5.24, 5.25, 5.30
Navig8 Pte Ltd v Al-Riyadh Co for Vegetable Oil Industry [2013] EWHC 328 (Comm), [2013] 2 Lloyd's Rep 104.....	4.39, 4.41
Navigation Maritime Bulgare v Rustal Trading Ltd (The Ivan Zagubanski) [2002] 1 Lloyd's Rep 106 (Comm).....	15.37
Navigazione Alta Italia SpA v Concordia Maritime Chartering AB, The Stena Pacifica [1990] 2 Lloyd's Rep 234 (Comm).....	9.6
Navios International Inc v Sangamon Transportation Group (The Dimitris L) [2012] EWHC 166 (Comm) [2012] 1 Lloyd's Rep 493.....	2.25, 19.49, 19.50, 19.51, 19.52, 19.53, 22.34
Nea Agrex SA v Baltic Shipping Co Ltd (The Agios Lazaros) [1976] 2 Lloyd's Rep 47 (CA).....	9.14, 10.49
Nema, The: see Pioneer Shipping Ltd v BTP Tioxide Ltd.....	24.32
Nerano, The [1994] 2 Lloyd's Rep 50 (Comm), [1996] 1 Lloyd's Rep 1 (CA).....	4.39, 4.43
Nestor Maritime SA v Sea Anchor Shipping Co Ltd [2012] EWHC 996 (Comm), [2012] 2 Lloyd's Rep 144.....	22.70
New Age Alzarooni 2 Limited, Black Gold Kalakan Limited v Range Energy Natural Resources Inc [2014] EWHC 4358 (Comm).....	22.62, 22.111
New Zealand Shipping Co Ltd v AM Satterthwaite & Co Ltd (The Eurymedon) [1975] AC 154, [1974] 1 Lloyd's Rep 534 (PC).....	15.44
Newfield Construction Ltd v Tomlinson [2004] EWHC 3051 (TCC).....	22.63, 22.114
Nichimen Corporation v Gatoil Overseas Inc [1987] 2 Lloyd's Rep 46 (CA).....	11.55
Niedersachsen, The: see Ninemia Corporation v Trave Schiffahrtsgesellschaft GmbH und co KG.....	18.38
Nigerian National Petroleum Corporation v IPCO (Nigeria) Ltd [2008] EWCA 1157, [2009] 1 Lloyd's Rep 89.....	19.26, 23.5, 23.35
Ninemia Corporation v Trave Schiffahrtsgesellschaft GmbH und co KG (The Niedersachsen) [1983] 2 Lloyd's Rep 600 (CA).....	18.38, 18.39
Nisshin Shipping Co Ltd v Cleaves & Company Ltd [2003] EWHC 2602 (Comm), [2004] 1 Lloyd's Rep 38.....	15.48, 15.51, 15.54
Noble Assurance Co v Gerling-Konzern General Insurance Co [2007] EWHC 253 (Comm).....	8.34
Noble Denton Middle East v Noble Denton International Ltd [2010] EWHC 2574 (Comm), [2011] 1 Lloyd's Rep 387.....	10.21
Nokia Corporation v HTC Corporation [2012] EWHC 3199 (Pat).....	7.21, 7.23
Nomihold Securities Inc v Mobile Telesystems Finance SA [2012] EWHC 130 (Comm), [2012] 1 Lloyd's Rep 442.....	7.13, 7.16, 7.17, 8.16, 8.17, 8.29, 8.33, 8.47, 8.55, 19.71, 19.79
Norbrook Laboratories Ltd v A Tank & Moulson Chemplant Ltd [2006] EWHC 1055 (Comm), [2006] 2 Lloyd's Rep 485.....	11.31, 11.38, 12.16, 22.53, 22.116
Norsk Hydro ASA v State Property Fund of Ukraine and ors [2002] EWHC 2120 (Comm).....	23.21
North London Railway Co v Great Northern Railway Co (1883) 11 QBD 30 (CA).....	8.53
North Range Shipping Ltd v Seatrans Shipping Corp [2002] EWCA Civ 405, [2002] 2 Lloyd's Rep 1.....	1.49, 1.53, 22.36, 22.61, 22.131, 24.30
Northern Elevator Manufacturing v United Engineers (Singapore) [2004] 2 SLR 494.....	22.12

TABLE OF CASES

Norwich Union v Whealing Horton & Toms [2008] EWHC 370 (TCC) .....	19.61
Nye Saunders & Partners v Alan E Bristow (1987) 37 BLR 92 (CA) .....	11.27
OA0 Northern Shipping Co v Romolcadores de Marin SL [2007] EWHC 1821 (Comm), [2007] 2 Lloyd's Rep 302 .....	22.51, 22.57
Ocean Marine Navigation Ltd v Koch Carbon Inc (The Dynamic) [2003] EWHC 1936 (Comm) .....	12.11
Oceanbulk Shipping & Trading SA v TMT Asia Ltd [2010] UKSC 44, [2011] 1 AC 662 .....	3.26
Oceanografica SA de CV v DSND Subsea AS [2006] EWHC 1360 (Comm), [2007] 1 Lloyd's Rep 37 .....	4.25
Oltenia, The: see Babanaft International Co SA v Avant Petroleum .....	16.21
Omnibridge Consulting Ltd v Clearsprings (Management) Ltd [2004] EWHC 2276 (Comm) .....	19.57, 22.114, 22.133
Omnium de Traitement et de Valorisation SA v Hilmarton Ltd [1999] 2 Lloyd's Rep 222 (Comm) .....	22.76, 23.31
OMV Petrom SA v Glencore International AG [2014] EWHC 242 (Comm), [2014] 2 Lloyd's Rep 308 .....	19.80
Orascom Telecom Holding SAE v Republic of Chad & Ors [2008] EWHC 1841 (Comm), [2008] 2 Lloyd's Rep 396 .....	23.32
Owners and/or bailees of the cargo of the ship Panamax Star v The Owners of the Ship Auk [2013] EWHC 4076 (Comm) .....	14.13
Oxford Shipping Co Ltd v Nippon Yusen Kaisha (The Eastern Saga) [1984] 2 Lloyd's Rep 373 (Comm) .....	13.2, 15.5, 15.20
P, The [1992] 1 Lloyd's Rep 470 (Comm) .....	18.28
Paal Wilson v Partenreederei Hannah Blumenthal (The Hannah Blumenthal) [1983] 1 AC 854 (HL) .....	4.61
Pace Shipping Co Ltd v Churchgate Nigeria Ltd (The Pace) [2009] EWHC 1975 (Comm), [2010] 1 Lloyd's Rep 183 .....	22.42, 22.47, 22.98, 22.100
Pacific Champ: see Hyundai Merchant Marine Co Ltd v Americas Bulk Transport Ltd .....	6.26
Pacol Ltd v Joint Stock Co Rossakhar [2000] 1 Lloyd's Rep 109 (Comm) .....	12.18, 22.58, 22.119, 22.125
Padre Island, The: see Firma C-Trade v Newcastle Protection and Indemnity Association (The Fanti and The Padre Island) .....	15.37
Padre Island, The: see Socony Mobil Oil Co Inc v West of England Ship Owners Mutual Insurance Association (London) Ltd .....	7.12
Paice v Harding [2015] EWHC 661, [2015] BLR 345 .....	11.23
Painting v University of Oxford [2005] EWCA Civ 161, [2005] 3 Costs LR .....	21.45
Pamela, The: see Schelde Delta Shipping BV v Astarte Shipping Ltd .....	19.54
Pan Atlantic Group Inc v Hassneh Insurance Co [1992] 2 Lloyd's Rep 120 (CA) .....	11.5
Panchaud Freres SA v Pagnan & Fratelli [1974] 1 Lloyd's Rep 394 (CA) .....	19.84
Pando Compania Naviera SA v Filmo SAS [1975] 1 QB 742 (Comm) .....	1.7, 11.5
Parbulk II A/S v Heritage Maritime Ltd SA (The Mahakam) [2011] EWHC 2917 (Comm), [2012] 1 Lloyd's Rep 87 .....	22.41, 22.102
Partenreederei m/s Heidberg and ors v Grosvenor Grain & Feed Co (The Heidberg) [1994] 2 Lloyd's Rep 286 (Comm) .....	4.39
Patel v Patel [1999] 3 WLR 322 (CA), [2000] QB 551 (CA) .....	1.44, 2.20, 2.23, 2.24, 2.26, 6.40, 7.21, 7.23, 7.24
Paul Smith Ltd v H & S International Holding Inc [1991] 2 Lloyd's Rep 127 (Comm) .....	3.6, 4.28, 5.24, 6.23
Pearl C, The: see Bulk Ship Union SA v Clipper Bulk Shipping Ltd .....	19.62



TABLE OF CASES

Pearl Petroleum Company Ltd v The Kurdistan Regional Government of Iraq [2015] EWHC 3361 (Comm).....	8.10, 12.88
PEC Ltd v Asia Golden Rice Ltd [2012] EWHC 846 (Comm), [2013] 1 Lloyd's Rep 82, [2014] EWHC 1583 (Comm).....	4.25, 22.89
Pedra Shipping v Petroship SA [1985] 2 Lloyd's Rep 103 (CA).....	22.130
Peel v Coln Park LLP [2010] EWCA Civ 1602.....	19.27, 22.127
Pencil Hill Ltd v US Citta di Palermo Spa, 19 January 2016 (QB) (unreported).....	23.30
Pentonville Shipping Ltd v Transfield Shipping Inc (The Jonny K) [2006] EWHC 134 (Comm), [2006] 1 Lloyd's Rep 666.....	22.119, 22.123
People's Insurance Co of China, Hebei Branch v Vysanthi Shipping Co Ltd [2003] EWHC 1655 (Comm), [2003] 2 Lloyd's Rep 617.....	6.44
Pepper v Hart [1993] AC 593 (HL).....	2.19
Perca Shipping Ltd v Cargill Inc [2012] EWHC 3759 (QB).....	9.17, 9.30
Perez v John Mercer & Sons (1922) 10 Ll L Rep 584 (CA).....	1.22
Peterson Farms Inc v C&M Farming Ltd [2004] EWHC 121 (Comm), [2004] 1 Lloyd's Rep 603, [2004] 1 Lloyd's Rep 614.....	5.13, 6.44
Petraco (Bermuda) Ltd v Petromed International SA [1988] 2 Lloyd's Rep 357 (CA).....	22.19
Petredec Ltd v Tokumaru Kaiun Co Ltd (The Sargasso) [1994] 1 Lloyd's Rep 162 (Comm).....	4.24, 10.22, 15.4, 15.8
Petro Ranger, The: see <i>Petroships Pte Ltd v Petec Trading and Investment Corporation</i> .....	12.7
Petrochemical Industries Co (KSC) v Dow Chemical Co [2012] EWHC 2739, [2012] 2 Lloyd's Rep 691.....	19.45, 22.46, 22.53, 22.66
Petroleum Investment Company Ltd v Kantupan Holdings Company Ltd [2002] 1 All ER (Comm) 124.....	18.18, 18.28, 18.29, 18.38
Petromec Inc v Petroleo Brasileiro SA [2005] EWCA Civ 891, [2006] 1 Lloyd's Rep 121.....	3.6, 3.9, 4.14
Petromin SA v Secnav Marine Ltd [1995] 1 Lloyd's Rep 603 (Comm).....	8.58, 17.15, 17.17, 18.14, 18.43
Petroships Pte Ltd of Singapore v Petec Trading & Investment Corp of Vietnam, The Petro Ranger [2001] 2 Lloyd's Rep 348 (Comm).....	12.7, 12.62, 19.45, 22.66
PGF II SA v OMFS Co 1 Ltd [2013] EWCA Civ 1288, [2014] 1 WLR 1386.....	3.33, 21.37
Philip Alexander Securities & Futures Ltd v Bamberger CCH [1996] 1757 (CA), [1997] 1 I L Pr 73 (CA).....	7.5, 8.42
Pilkington plc v PPG Industries Inc (unrep 1.11.1989).....	11.27
Pillar (RC) & Sons v Edwards [2001] CILL 1799, 11 January 2001.....	12.24, 22.95
Pillar (RC) & Sons v The Camber [2007] EWHC 1626 (TCC).....	6.40
Pinochet (No 2): see <i>R v Bow Street Metropolitan Stipendiary Magistrate,</i> <i>ex parte Pinochet Ugarte (No 2)</i> .....	11.18
Pioneer Container, The: see <i>K.H. Enterprise v Pioneer Container</i> .....	15.44
Pioneer Shipping Ltd v BTP Tioxide Ltd (The Nema) [1982] AC 724 (HL) 739.....	22.4, 22.17, 22.21, 22.22, 22.26, 22.27, 22.42, 22.129, 24.32, 24.33
Pirtek (UK) Ltd v Deanswood Ltd [2005] EWHC 2301 (Comm), [2005] 2 Lloyd's Rep 728.....	2.32, 19.60, 19.70, 19.88, 23.38
Pitchers Ltd v Plaza (Queensbury) Ltd [1940] 1 All ER 151 (CA).....	7.21, 7.23
Pittalis v Sherefettin [1986] 1 QB 868 (CA).....	4.18, 9.6
PJSC Vseukrainskyi Aktsionernyi Bank v Maksimov and others [2013] EWHC 3203 (Comm).....	24.19
PM Project Services Ltd v Dairy Crest Ltd [2016] EWHC 1235 (TCC).....	21.13
Polly Peck International plc v Nadir [1992] 2 Lloyd's Rep 238 (CA).....	18.38
Porter v Magill [2001] UKHL 67, [2002] 2 AC 357.....	11.15, 11.20, 11.21

TABLE OF CASES

Porzelack KG v Porzelack UK Ltd [1987] 1 WLR 420 (Ch).....	17.11, 17.16
Poseidon Schiffahrt GmbH v Nomadic Navigation Co Ltd (The Trade Nomad) [1998] 1 Lloyd’s Rep 57 (Comm).....	22.4
Prekons Insaat Sanayi v Rowlands Castle Contracting Group [2006] EWHC 1367 (Comm), [2007] 1 Lloyd’s Rep 382.....	7.14
Premium Nafta Products Ltd v Fili Shipping Company Ltd [2007] UKHL 40, [2008] 1 Lloyd’s Rep 254.....	2.24, 4.18, 4.28, 4.50, 6.15, 6.25, 7.3, 7.14, 7.50
President of India v Jadranska Slobodna Plovidba [1992] 2 Lloyd’s Rep 274 (Comm).....	20.58, 20.59, 21.56
President of India v Lips Maritime Corporation [1987] 2 Lloyd’s Rep 311, [1988] AC 395 (HL).....	19.93
Price v Carter [2010] EWHC 1451 (TCC).....	22.34, 22.93
Price v Nunn [2013] EWCA Civ 1002.....	19.71
Primera Maritime (Hellas) Ltd v Jiangsu Eastern Heavy Industry Co Ltd [2013] EWHC 3066 (Comm), [2014] 1 Lloyd’s Rep 255.....	22.48, 22.61, 22.65, 22.66
Primetrade AG v Ythan Ltd (The Ythan) [2005] EWHC 2399 (Comm), [2006] 1 Lloyd’s Rep 457.....	6.37, 6.45, 6.70
Profilati Italia SRL v Paine Webber Inc [2001] EWHC 24 (Comm), [2001] 1 Lloyd’s Rep 715.....	12.70, 22.44, 22.50, 22.51, 22.71, 22.73
Prudential Assurance v Fountain Page [1991] 1 WLR 756 (QB).....	13.9
PT Putrabali Adyamulia v Societe Est Epices [2003] 2 Lloyd’s Rep 700 (Comm) ...	22.34, 22.123
PT Thiess Contractors Indonesia v PT Kaltrim Prima Coal [2011] EWHC 1842 (Comm).....	7.16, 7.47
PT Transportasi Gas Indonesia v ConocoPhillips (Grissik) Ltd [2016] EWHC 2834 (Comm).....	22.76
Public Company Rise v Nibulon SA [2015] EWHC 684 (Comm) [2015] 2 Lloyd’s Rep 108.....	22.11
Purdy v Cambrian [2000] CP Rep 67 (CA).....	14.13
Purefuture v Simmons & Simmons [2001] CP Rep 30 (CA).....	14.13
Q’s Estate, Re [1999] 1 Lloyd’s Rep 931 (Comm).....	4.58, 8.58, 18.14, 18.28
Quadrant Holdings (Cambridge) Ltd v Quadrant Research Foundation (Costs) [1999] FSR 918 (Ch).....	21.38
R (on the application of Kaur) v Institute of Legal Executives Appeal Tribunal [2011] EWCA Civ 1168, [2012] 1 All ER 1435.....	11.19
R Durnnell & Sons; Frota Oceanica v Steamship Mutual Underwriting Association (The Frotranorte) [1996] 2 Lloyd’s Rep 461 (CA).....	10.23
R v Bow Street Metropolitan Stipendiary Magistrate, ex parte Pinochet Ugarte (No 2) [2000] 1 AC 199 (HL) 135.....	11.18
R v Environment Secretary ex p Spath Holme Ltd [2001] 2 WLR 15 (HL).....	2.23
R v Gough [1993] AC 646 (HL).....	11.18, 11.21
R v Inner West London Coroner, ex parte Dallaglio [1994] 4 All ER 139 (CA).....	11.17, 11.18, 11.20, 11.22
R v Secretary of State for Transport, ex parte Factortame Ltd (No 2) [1991] AC 603 (HL).....	8.5
R v V [2008] EWHC 1531 (Comm), [2009] 1 Lloyd’s Rep 97.....	22.76
Rahcassi Shipping Company SA v Blue Star Line Ltd (The Bede) [1969] 1 QB 173 (Comm).....	1.7, 11.5
Ranko Group v Antarctic Maritime SA (The Robin) [1998] LMLN 492, transcript, 12 June 1998 (Comm), [1998] ADRLN 35.....	1.23, 12.49, 19.4, 19.24, 22.60, 22.82
Rasu Maritima SA v Perusahaan Pertambangan [1978] QB 644 (CA).....	18.38
Rath v Lawrence & Partners [1991] 1 WLR 399 (CA).....	14.30

TABLE OF CASES

Reardon Smith Line Ltd v Sanko Steamship Co Ltd (The Sanko Honour) [1985]	
1 Lloyd’s Rep 418 (Comm).....	24.31
Reichhold Norway ASA v Goldman Sachs International [1999]	
2 Lloyd’s Rep 567 (CA) .....	7.38, 15.8
Reid v Buckinghamshire Healthcare NHS Trust [2015] EWHC B21 .....	21.37
Reliance Industries v Enron Oil & Gas India Ltd [2002] 1 All ER (Comm) 59.....	5.18, 22.9
Rena K, The [1978] 1 Lloyd’s Rep 545 (Adm), [1979] QB 377 ..	7.56, 18.24, 18.46, 19.77, 23.43
Republic of Ecuador v Occidental Exploration and Production Co [2005] EWCA Civ 116, [2005] 2 Lloyd’s Rep 707.....	5.15, 5.20
Republic of India and Others v India Steamship Company Ltd (The Indian Grace) [1998] AC 878, [1997] 3 WLR 818 (HL) .....	19.77
Republic of Kazakhstan v Istil Group Inc [2006] EWHC 448 (Comm), [2006]	
2 Lloyd’s Rep 370.....	4.10, 15.40
Republic of Kazakhstan v Istil Group Inc [2007] EWCA Civ 471, [2007]	
2 Lloyd’s Rep 548.....	1.54, 1.55, 24.30
Republic of Kazakhstan v Istil Group Inc [2007] EWHC 2739 (Comm), [2008]	
1 Lloyd’s Rep 382.....	8.55, 19.73
Resolution Chemicals Ltd v H Lundbeck A/S [2013] EWCA Civ 1515, [2014]	
1 WLR 1943 .....	11.27
Richard Adler v Soutos Hellas Maritime Corporation (The Argo Hellas) [1984]	
1 Lloyd’s Rep 296 (Comm).....	19.78
Richmond Shipping Ltd v Agro Co of Canada (The Simonburn) (No 2) [1973]	
1 Lloyd’s Rep 392 (CA).....	9.32
Richurst Ltd v Pimenta [1993] 1 WLR 159 (Ch).....	9.8
Ridehalgh v Horsefield [1994] 1 WLR 462 (CA) .....	15.34
River Plate Products Netherlands BV v Etablissement Coargrain [1982]	
1 Lloyd’s Rep 628 (Comm).....	19.36
Robin, The: see Ranko Group v Antarctic Maritime SA .....	12.49
Robinson v Moody [1994] 37 EG 154 (CA).....	10.8
Roebuck v Mungovin [1994] 2 WLR 290 (HL).....	14.18, 14.20
Rolimpex Centrala Handluzagranicznego v Haji E Dossa & Sons Ltd [1971]	
1 Lloyd’s Rep 380 (Comm).....	20.51, 20.59
Romp petrol Group NV v Romania (ICSID Case No. ARB/05/3 (2010)) .....	11.27
Ronly Holdings v JSC Zestafoni Nikoladze Ferroalloy Plant [2004] EWHC 1354 (Comm).....	4.54
Rossetti Marketing Limited & anor v Diamond Sofa Company Limited [2012]	
EWCA Civ 1021.....	16.9
Rotenberg v Sucafina SA [2011] EWHC 901 (Comm), [2011] 2 Lloyd’s Rep 159, [2012] EWCA Civ 637 .....	19.4, 19.14
Roussel-Uclaf v GD Searle & Co [1978] 1 Lloyd’s Rep 225 (Ch).....	7.12
Royal & Sun Alliance Insurance PLC v BAE Systems (Operations) Ltd [2008]	
EWHC 743, [2008] 1 Lloyd’s Rep 712 .....	22.5
Royal Norwegian Government v Constant & Constant [1961] 2 Lloyd’s Rep 431 (Comm) .....	9.1
Rozel, The: see Channel Islands Ferries Ltd v Cenargo Navigation Ltd .....	21.38
Rumput (Panama) SA v Islamic Republic Shipping Lines (The Leage) [1984]	
2 Lloyd’s Rep 259 (Comm).....	7.12, 15.37
Rustal Trading Ltd v Gill & Duffus SA [2000] 1 Lloyd’s Rep 14 (Comm).....	11.15, 11.25, 11.48, 11.50, 11.52
S v A [2016] EWHC 846 (Comm).....	22.91, 22.107, 24.8
SAB Miller Africa BV v East African Breweries Ltd [2009] EWHC 2140, [2010]	
1 Lloyd’s Rep 392, [2009] EWCA Civ 1564, [2010] 2 Lloyd’s Rep 422 .....	8.6, 8.17, 8.56

TABLE OF CASES

Sacor Maritima SA v Repsol Petroleo SA [1998] 1 Lloyd’s Rep 518 (Comm)	13.19, 15.4
Samos Glory, The: see Minerals & Metals Trading Corporation of India Ltd v Encounter Bay Shipping Co Ltd	19.16
Samsun Logix Corporation v Oceantrade Corporation [2007] EWHC 2372 (Comm), [2008] 1 Lloyd’s Rep 450	15.61
Samuel J Cohl Co v Eastern Mediterranean Maritime Ltd (The Silver Fir) [1980] 1 Lloyd’s Rep 371 (CA)	17.15
Sandalion, The: see Tradax Export SA v Italcabo Societa di Navigazione SpA	9.8
Sanghi Polyesters Ltd (India) v International Investor (KCFC) (Kuwait) [2000] 1 Lloyd’s Rep 480 (Comm)	5.18, 22.9, 22.48
Sanko Honour, The: see Reardon Smith Line Ltd v Sanko Steamship Co Ltd	24.31
Sargasso, The: see Petredec Ltd v Tokumaru Kaiun Co Ltd	10.22
Sargasso, The: see Stargas SpA v Petredec Ltd	13.19
Sarpd Oil International Ltd v Addax Energy SA [2016] EWCA Civ 120	17.9
Schelde Delta Shipping BV v Astarte Shipping Ltd (The Pamela) [1995] 2 Lloyd’s Rep 249 (Comm)	19.54
Schiffahrtsgesellschaft Detlev von Appen GmbH v Voest Alpine Intertrading GmbH (The Jay Bola) [1997] 2 Lloyd’s Rep 279 (CA)	8.34, 15.37, 15.46
Scholes Windows Ltd v Magnet Ltd (No 2) [2000] ECDR 266 (Ch)	21.38
Schwebel v Schwebel [2010] EWHC 3280 (TCC)	22.9, 22.61
Science Research Council v Nasse [1980] AC 1028 (HL)	13.9
Scott v Avery (1856) 5 HL Cas 811 (HL)	4.55, 4.56, 4.57, 4.58, 4.59, 7.8
Sea Trade Maritime Corp v Hellenic Mutual War Risks Association (Bermuda) Ltd (The Athena) [2006] EWHC 578 (Comm), [2006] 2 Lloyd’s Rep 147, [2006] EWHC 2530 (Comm), [2007] 1 Lloyd’s Rep 280	4.38, 4.39, 19.15, 19.60
Seabridge Shipping AB v AC Orsleff’s EFTF’s A/S [1999] 2 Lloyd’s Rep 685 (Comm)	2.23, 2.24, 10.48
Seawolf Tankers Inc v Pan Ocean Co [2015] EWHC 1500 (Ch)	24.5
Seaworld Ocean Line Co v Catseye Maritime Co, The Kelaniya [1989] 1 Lloyd’s Rep 30 (CA)	22.28
Secretary of State for Defence v Turner Estate Solutions Ltd [2015] EWHC 1150 (TCC)	16.14, 16.15, 16.16
Secretary of State for Foreign and Commonwealth Affairs v Percy Thomas Partnership [1998] 65 Con LR 11 (QBD(OR))	10.23
Secretary of State for the Home Department v Raytheon Systems Ltd [2014] EWHC 311 (TCC), [2014] EWHC 4375 (TCC), [2015] 1 Lloyd’s Rep 493	11.36, 19.45, 22.46, 22.50, 22.53, 22.64, 22.115, 22.116, 22.119, 22.125
Seele Middle East FZE v Drake & Scull Int Sa Co [2013] EWHC 4350 (TCC)	8.6, 18.3, 18.19
Seki Rolette, The: see Grimaldi Compagnia Di Navagazione SpA v Sekihyo Lines Ltd	7.29
Selby v Whitbread [1917] 1 KB 736 (KB)	23.22
Sempre Metals Ltd v Inland Revenue Commissioners [2007] UKHL 34, [2008] 1 AC 561	19.83, 19.93
SerVaas Incorporated v Rafidain Bank and others [2012] UKSC 40, [2013] 1 AC 595	23.32
Services Europe Atlantique Sud v Stockholms Rederiaktiebolag Svea (The Despina R) [1979] AC 685 (HL)	19.95, 19.97
Shagang South-Asia (Hong Kong) Trading Co Ltd v Daewoo Logistics [2015] EWHC 194 (Comm), [2015] 1 Lloyd’s Rep 504	5.14, 5.24, 5.25, 5.27
Shashoua v Sharma [2009] EWHC 957 (Comm), [2009] 2 Lloyd’s Rep 376	5.14, 5.24, 7.17, 8.33, 8.36, 8.42

TABLE OF CASES

Sheffield United FC v West Ham United FC [2008] EWHC 2855 (Comm), [2009] 1 Lloyd’s Rep 167.....	7.17, 8.5, 8.18, 8.33, 8.39, 8.55
Sheldon v RHM Outhwaite (Underwriting Agencies) Ltd [1995] 2 Lloyd’s Rep 197 (HL).....	2.23
Shell Egypt West Manzala GmbH v Dana Gas Egypt Ltd [2009] EWHC 2097 (Comm), [2010] 1 Lloyd’s Rep 109.....	22.7
Shell International Petroleum Co Ltd v Coral Oil Co Ltd [1999] 1 Lloyd’s Rep 72 (Comm).....	4.28, 8.8
Shipowners Mutual Protection and Indemnity Assoc v Containerships Denizcilik Naklayat ve Ticaret (The Yusuf Cepnioglu) [2015] EWHC 258 (Comm), [2015] 1 Lloyd’s Rep 567, [2016] EWCA Civ 386, [2016] 1 Lloyd’s Rep 641 .....	8.34, 15.37, 24.19
Shtun v Zalejska [1996] 1 WLR 1270 (CA).....	14.18, 14.31
Shuttari v Solicitors’ Indemnity Fund [2007] EWCA Civ 244 .....	24.30
Siboti K/S v BP France SA (The Siboti) [2003] EWHC 1278 (Comm), [2003] 2 Lloyd’s Rep 364.....	4.40, 15.54
Siemens AG/BKMI Industrienlagen GmbH v Dutco Construction Company XVIII YBCA 140 (1993) .....	15.54
Sierra Fishing Co v Farran [2015] EWHC 140 (Comm), [2015] 1 Lloyd’s Rep 514.....	6.65, 11.15, 11.50, 11.54
Silver Athens, The [1986] 2 Lloyd’s Rep 583 (Admiralty) .....	18.47
Silver Dry Bulk Company Ltd v Homer Hulbert Maritime Company Ltd [2017] EWHC 44 (Comm).....	10.20, 10.21, 15.23
Silver Fir, The: see Samuel J Cohl Co v Eastern Mediterranean Maritime Ltd .....	17.15
Sim Swee Joo Shipping v Shirlstar Container Transport [1994] CLC 188 (Comm).....	15.38
Simaan Contracting Co v Pilkington Glass Ltd [1987] 1 WLR 516 (CA) .....	17.16
Simonburn, The: see Agro Co of Canada Ltd v Richmond Shipping Ltd .....	9.2
Sinclair v Woods of Winchester Ltd [2006] EWHC 3003 (TCC), 109 Con LR 14 .....	22.22, 22.42, 22.50
Sino Channel Asia Ltd v Dana Shipping and Trading Pte Singapore [2016] EWHC 1118 (Comm), [2016] 2 Lloyd’s Rep 97.....	10.8
Sioux Inc v China Salvage Co (The American Sioux) [1980] 1 WLR 996 (CA) .....	9.12, 9.40
Siporex Trade SA v Comdel Commodities Ltd [1986] 2 Lloyd’s Rep 428 (Comm)....	8.52, 18.28, 19.71, 19.73, 19.75
Sir Lindsay Parkinson & Co v Triplan [1973] QB 609 (CA).....	17.12, 17.16
Sissons v Oates (1894) 10 TLR 392 .....	8.19
Skopos Design Group v Homelife Nursing Ltd Times 24 March 1988 (CA) .....	7.22
SL Sethia Liners Ltd v Naviagro Maritime Corporation (The Kostas Melas) [1981] 1 Lloyd’s Rep 18 (Comm).....	19.15, 19.16
Smaro, The: see Charles M Willie & Co (Shipping) Ltd v Ocean Laser Shipping Ltd .....	15.15
Smith v Kvaerner Cementation Foundations Ltd [2006] EWCA Civ 242, [2007] 1 WLR 370 .....	11.27
Socadec SA v Pan Afric Impex Co Ltd [2003] EWHC 2086 (QB).....	23.34
Société Anonyme Pêcheries Oestendaises v Merchants Marine Insurance Co Ltd [1928] 1 KB 750 (CA).....	21.8
Societe Commerciale de Reassurance v Eras International Ltd [1992] 1 Lloyd’s Rep 570 (CA) .....	7.18
Société Nationale Industrielle Aérospatiale v Lee Kui Jak [1987] 1 AC 871 (PC), [1998] 1 Lloyd’s Rep 379 (CA) .....	8.34, 8.36, 8.42
Socony Mobil Oil Co Inc v West of England Shipowners Mutual Insurance Association (London) Ltd (The Padre Island) [1984] 2 Lloyd’s Rep 408 (Comm).....	7.12, 15.42
Sohio Supply Co v Gatoil (USA) Inc [1989] 1 Lloyd’s Rep 588 (CA).....	8.34

TABLE OF CASES

SOINCO Saci v Novokuznetsk Aluminium Plant [1998] 2 Lloyd’s Rep 337 (CA).....	22.74
Soleh Boneh International Ltd v Government of the Republic of Uganda [1993] 2 Lloyd’s Rep 208 (CA).....	23.33, 23.54
Soleimany v Soleimany [1998] 3 WLR 811 (Comm), [1999] QB 785 (Comm).....	22.74, 22.76, 23.21
Somerset-Leeke Kay Trustees Ltd [2003] EWHC 1243 (Ch).....	17.10
Sonatrach Petroleum Co (BVI) v Ferrell International Ltd [2002] 1 All E.R. (Comm) 627 (Comm).....	5.15
SONATRACH v Statoil Natural Gas LLC [2014] EWHC 875 (Comm), [2014] 2 Lloyd’s Rep 252.....	19.6, 19.88, 22.15, 22.46, 22.53, 22.61, 23.38
SOS Corporacion Alimentaria SA v Inercio Trade SA [2010] EWHC 162 (Comm), [2010] 2 Lloyd’s Rep 345.....	9.7, 9.13, 9.16, 9.19, 9.20, 9.24, 9.25, 9.30
Sotrade Denizcilik Sanayi Ve Ticaret SA v Amadou LO and ors [2008] EWHC 2762, [2009] 1 Lloyd’s Rep 145.....	18.43
Southport Success S.A v Tsingshan Holding Group Co. Ltd Ust [2015] EWHC (Comm) 1974, [2015] 2 Lloyd’s Rep 578.....	8.16, 8.18
Sovarex SA v Romero Alvarez SA [2011] EWHC 1661 (Comm), [2011] 2 Lloyd’s Rep 320.....	22.112, 23.13, 23.21
Sphere Drake Insurance v American Reliable Insurance Co [2004] EWHC 796 (Comm).....	11.31
Splithoff’s Bevrachtingskantoor BV v Bank of China Ltd [2015] EWHC 999 (Comm), [2015] 2 Lloyd’s Rep 123.....	8.43
Standard Ardour, The: see Interbulk Ltd v Ponte dei Sospiri Shipping Co.....	6.20
Star Shipping AS v China National Foreign Trade Transportation Corporation (The Star Texas) [1993] 2 Lloyd’s Rep 445 (CA).....	4.30, 5.15, 5.30
Star Texas, The: see Star Shipping AS v China National Foreign Trade Transportation Corporation.....	5.15
Stargas SpA v Petredec Ltd (The Sargasso) [1994] 2 Lloyd’s Rep 412 (Comm).....	13.19, 15.64, 23.20
Starlight Shipping Co v Tai Ping Insurance Co Ltd [2007] EWHC 1893 (Comm), [2008] 1 Lloyd’s Rep 230.....	5.5, 8.10, 8.16, 8.17, 8.18, 8.32, 8.33, 8.39, 12.94, 18.9, 18.16, 19.32
Steamship Mutual Underwriting Association (Bermuda) Ltd v Sulpicio Lines Inc [2008] EWHC 914 (Comm), [2008] 2 Lloyd’s Rep 269.....	8.14, 8.31
Steel v Steel 30/04/2001.....	16.8
Stelios B Maritime Ltd v Ibeto Cement Co (2007) 711 LMLN 2 (Comm).....	18.54
Stemcor UK Ltd v Global Steel Holdings Ltd [2015] EWHC 363 (Comm), [2015] 1 Lloyd’s Rep. 580.....	15.8
Stena Pacifica, The: see Navigazione Alta Italia SpA v Concordia Maritime Chartering AB ....	9.6
Stinnes Interoil GmbH v Halcoussis & Co (The Yanxilas) [1982] 2 Lloyd’s Rep 445 (Comm).....	19.54, 22.35
Stretford v Football Association [2006] EWHC 479 (Ch), [2007] EWCA Civ 238, [2007] 2 Lloyd’s Rep 31.....	1.50, 1.51, 1.54, 7.3, 7.31, 11.14
Stx Pan Ocean Co Ltd v Uglan Bulk Transport AS (The Livanita) [2007] EWHC 1317 (Comm).....	22.19
STX Pan Ocean Co Ltd v Woori Bank [2012] EWHC 981 (Comm), [2012] 2 Lloyd’s Rep 99.....	15.37
Suda v Czech Republic (1643/06) unreported 28 October 2010 (ECHR).....	1.50
Sugar Hut Group Ltd and ors v A J Insurance Services (A Partnership) [2016] EWCA Civ 46.....	21.38, 21.45
Sukuman Limited v Commonwealth Secretariat [2006] EWHC 304 (Comm), [2006] 2 Lloyd’s Rep 53 (see also Sumukan Ltd).....	22.7

TABLE OF CASES

Sulamérica Cia Nacional de Seguros SA v Enesa Engelharia SA [2012] EWCA Civ 638, [2012] 1 Lloyd's Rep 671.....	3.6, 4.14, 5.7, 5.10, 5.13, 5.15
Sumitomo Heavy Industries Ltd v Oil and Natural Gas Commission [1994] 1 Lloyd's Rep 45 (Comm).....	5.3, 5.6, 5.13, 5.34
Summer v William Henderson & Sons Ltd [1963] 2 All ER 712 (CA) .....	16.9
Sumukan Ltd v Commonwealth Secretariat [2006] EWHC 304 (Comm), [2006] 2 Lloyd's Rep 53, [2006] (sub nom Sukuman); [2007] EWCA Civ 243, [2007] 2 Lloyd's Rep 87, [2007] EWCA Civ 1148, [2008] 1 Lloyd's Rep 40, [2008] Bus LR 858.....	6.17, 10.41, 11.4, 11.5, 18.15, 24.29
Sun Life Assurance Co v Lincoln National Life Insurance Co [2004] EWCA Civ 1660, [2005] 1 Lloyd's Rep 606 .....	15.60, 19.71, 19.79
Sun Life Assurance Company of Canada v CX Reinsurance Company Ltd [2003] EWCA Civ 283, [2004] Lloyd's Rep IR 58 .....	4.26, 7.27
Sun United Maritime Ltd v Kasteli Marine Inc [2014] EWHC 1476 (Comm), [2015] 1 WLR 1527.....	6.19, 21.55
Sunderland Steamship P and I Association v Gatoil International Inc (The Lorenzo Halcoussi) [1988] 1 Lloyd's Rep 180 (Comm).....	12.42, 15.23
Surefire Systems Ltd v Guardian ECL Limited [2005] EWHC 1860 (TCC), [2005] BLR 534 .....	22.13, 22.32, 22.93, 22.95
Sutcliffe v Thackrah [1974] AC 727 (HL).....	11.57
Svenska Petroleum Exploration AB v Government of Lithuania [2005] EWHC 9 (Comm), [2005] 1 Lloyd's Rep 515, [2006] EWCA Civ 1529, [2007] QB 886 .....	19.71, 23.32
Swallowfalls Ltd v Monaco Yachting & Technologies SAM [2015] EWHC 2013 (Comm).....	17.33, 19.72
Swift Fortune Ltd v Magnifica Maritime SA [2007] EWCH 1630, [2008] 1 Lloyd's Rep 54.....	18.31
Sylvia Shipping Co Ltd v Progress Bulk Carriers Ltd (The Sylvia) [2010] EWHC 542 (Comm), [2010] 2 Lloyd's Rep 81 .....	22.12, 22.13, 22.22, 22.40, 22.42
Sylvia, The: see Sylvia Shipping Co Ltd v Progress Bulk Carriers Ltd .....	22.12
Syska v Vivendi Universal SA [2008] EWHC 2155 (Comm) [2009] EWCA Civ 677, [2008] 2 Lloyd's Rep 636 .....	4.46
Systech International Ltd v PC Harrington Contractors Ltd [2012] EWCA Civ 1371.....	20.49
T & N Ltd v Royal & Sun Alliance plc [2002] EWHC 2420 (Ch), [2004] Lloyd's Rep IR 102.....	7.38, 7.53
TA Shipping Ltd v Comet Shipping Ltd, The Agamemnon [1998] 1 Lloyd's Rep 675 (Comm).....	22.33
TAG Wealth Management v West [2008] EWHC 1466 (Comm), [2008] 2 Lloyd's Rep 699.....	14.10, 14.15, 14.22
Takamine, The: see Wilh. Wilhelmsen v Canadian Transport Co .....	15.25
Tame Shipping Ltd v Easy Navigation Ltd (The Easy Rider) [2004] EWHC 1862 (Comm), [2004] 2 Lloyd's Rep 626.....	13.16, 19.43
Tamil Nadu Electricity Board v ST-CMS Electric Company Private Ltd [2007] EWHC 1713 (Comm), [2008] 1 Lloyd's Rep 93.....	5.5
Tasman Spirit, The: see Assimina Maritime Ltd v Pakistan Shipping Corporation .....	15.23
Taylor v Lawrence [2002] EWCA Civ 90, [2003] QB 528 .....	11.24, 11.27
Taylor Woodrow Construction v RMD Kwikform Ltd [2008] EWHC 825 (TCC).....	10.49
Taylor Woodrow Holdings v Barnes and Elliott [2006] EWHC 1693 (TCC).....	16.15, 16.18
Tchenguiz and ors v Thornton UK LLP and ors [2015] EWHC 405 (Comm).....	21.13
Tedcom Finance Ltd v Vetabet Holdings Ltd [2011] EWCA Civ 191 .....	24.19

TABLE OF CASES

Telfair Shipping Corporation v Inersea Carriers SA (The Caroline P) [1983] 2 Lloyd’s Rep 351 (Comm).....	19.73, 19.76
Termarea SRL v Rederiaktibolaget Sally, The Dalny [1979] 2 Lloyd’s Rep 439 (Comm).....	10.16
Terna Bahrain Holding Company WLL v Al Shamsi [2012] EWHC 3283 (Comm), [2013] 1 Lloyd’s Rep 86.....	8.42, 22.48, 22.52, 22.57, 22.58, 22.104, 22.106, 22.107, 24.8
Texaco Melbourne, The: see Attorney General of Ghana v Texaco Overseas Tankships Ltd	19.95
Thiess Contractors Indonesia v PT Kaltim Prima Coal [2011] EWHC 1842 (Comm).....	4.29
Thomas & Co Ltd v Portsea Steamship Co [1912] AC 1 (HL).....	4.39
Through Transport Mutual Insurance Association (Eurasia) Ltd v New India Assurance Co Ltd, The Hari Bhum (No 2) [2005] EWHC 455 (Comm), [2005] 2 Lloyd’s Rep 378..	15.8, 15.37
Thyssen Canada Limited v Mariana Maritime SA (The Mariana) [2005] EWHC 219 (Comm), [2005] 1 Lloyd’s Rep 640.....	22.71, 22.106
Thyssen Inc v Calypso Shipping Corporation SA [2000] 2 Lloyd’s Rep 243 (Comm) .	9.18, 10.55
Tilling v Whiteman [1980] AC 1 (HL).....	16.9
Toepfer International GmbH v Molino Boschi SRL [1996] 1 Lloyd’s Rep 510 (Comm).....	8.44
Toepfer International GmbH v Société Cargill France [1997] 2 Lloyd’s Rep 98, [1998] 1 Lloyd’s Rep 379 (CA).....	8.33, 8.34, 8.43, 8.45, 18.14
Tomolugen Holdings v Silica Investors Ltd [2015] SGCA 57.....	7.33, 7.37, 7.53
Tongyuan (USA) International Trading Group v Uni-Clan Limited unreported 19 January 2001 (Comm).....	23.10
Toni, The [1974] 1 Lloyd’s Rep 489 (CA).....	21.46
Tor Line AB v Alltrans Group of Canada Ltd (The TFL Prosperity) [1982] 1 Lloyd’s Rep 617 (Comm) 627.....	22.39
Torch Offshore LLC v Cable Shipping Inc [2004] EWHC 787 (Comm), [2004] 2 Lloyd’s Rep 446.....	19.52, 19.58, 19.60, 19.62
Toronto Rly Co v National British and Irish Millers Insurance Co Ltd (1914) 20 Com Cas 1 (Comm).....	4.60
Town & City v Wiltshier (1988) 44 Build LR 109 (QB).....	12.69
Toyota Tsusho Sugar Trading Ltd v Prolat SRL [2014] EWHC 3649 (Comm), [2015] 1 Lloyd’s Rep 344.....	6.53, 8.29
Tradax Export SA v Italcabo Societa di Navigazione SpA (The Sandalion) [1983] 1 Lloyd’s Rep 514 (Comm).....	9.8
Tradax Export SA v Volkswagenwerk AG [1970] 1 Lloyd’s Rep 62 (CA).....	10.8, 10.11, 10.13
Trade Fortitude, The: see Exmar BV v National Iranian Tanker Co.....	17.28
Tramountana Armadora v Atlantic Shipping Co SA [1978] 1 Lloyd’s Rep 391 (Comm).....	21.39, 21.41
Trans Trust SPRL v Danubian Trading Co [1952] 2 QB 297 (CA).....	19.13
Transcatalana de Comercio v INCOBRASA Industrial e Commercial Brasileira SA [1995] 1 Lloyd’s Rep 215 (Comm).....	19.44, 19.46, 19.49
Transfield Shipping Inc v Chiping Xinfu Huayu Alumina Co Ltd [2009] EWHC 3629 (QB).....	8.5, 8.37, 8.43, 8.55
Transgrain Shipping BV v Deiuemar Shipping SPA [2014] EWHC 4202 (Comm), [2015] 1 Lloyd’s Rep 461.....	2.25, 4.9, 4.26, 4.28, 10.41, 10.48
Transgrain Shipping BV v Global Transporte Oceanico SA (The Mexico I) [1988] 2 Lloyd’s Rep 149 (Comm).....	22.40
Traube v Perelman 25 July 2001 (Ch).....	7.26, 7.29
Trill v Sacher [1993] 1 WLR 1379 (CA).....	14.18, 14.19, 14.20, 14.24, 14.25, 14.26, 14.30
Tritonia Shipping Inc v South Nelson Forest Products Corporation [1966] 1 Lloyd’s Rep 114 (CA).....	4.30
Trunk Flooring Ltd v HSBC Asset Finance (UK) Ltd [2015] NICA 68.....	7.28



TABLE OF CASES

Trustees of Edmund Stern Settlement v Levy [2007] EWHC 1187 (TCC) .....	22.14
Trygg Hansa Insurance Co Ltd v Equitas Ltd [1998] 2 Lloyd’s Rep 439 (Comm) .....	2.22, 2.26
Tsavliris Salvage (International) Ltd v The Grain Board of Iraq [2008] EWHC 612 (Comm) [2008] 2 Lloyd’s Rep 90 .....	23.32
TSB Private Bank International SA v Chabra [1992] 1 WLR 231, [1992] 2 All ER 245 .....	18.22, 24.19
Turner & Goudy v McConnell [1985] 1 WLR 898 (CA) .....	7.23
Turner v Grovit Case C-159/02 [2004] ECR I-3565, [2005] 1 AC 101 .....	8.2, 8.25
Turner v Stevenage Borough Council [1998] Ch 28 (CA) .....	11.2, 20.5, 20.22
Turner v Swainson (1836) 1 M & W 572 .....	15.62
Turville Heath Inc v Chartis Insurance UK Ltd [2012] EWHC 3019 (TCC) .....	4.17, 7.38
Tuyuti, The [1984] QB 838, [1984] 2 Lloyd’s Rep 51 (CA) .....	4.8
U&M Mining Zambia Ltd v Konkola Copper Mines Plc [2013] EWHC 260 (Comm), [2013] 2 Lloyd’s Rep 218, [2014] EWHC 3250 (Comm) .....	5.36, 8.41, 18.12, 23.40
UBS AG v HSH Nordbank AG [2008] EWHC 1529 (Comm), [2008] 2 Lloyd’s Rep 500 .....	4.29, 4.51
Ultisol Transport Contractors Ltd v Bouygues Offshore SA [1996] 2 Lloyd’s Rep 140 (Admiralty) .....	18.41
Unilever plc v Proctor & Gamble Co [2000] 1 WLR 2436 (CA) .....	3.24, 3.26
Unimarine SA v Canadian Transport Co. Ltd (The Catherine L) [1982] 1 Lloyd’s Rep 484 .....	21.29
Union Discount v Zoller [2002] 1 WLR 517 (CA) .....	8.28
Union Marine Classification Services LLC v Comoros [2013] EWHC 5854 (Comm), [2015] EWHC 508 (Comm), [2015] 2 Lloyd’s Rep 49, [2016] EWCA Civ 239 .....	6.11, 10.21, 19.24, 19.57, 19.66, 22.62, 22.81, 24.29
Union of India v McDonnell Douglas Corporation [1993] 2 Lloyd’s Rep 48, 50 (Comm) .....	2.15, 5.4, 5.24, 5.25, 5.27, 5.29
Union Trans-Pacific Co Ltd v Orient Shipping Rotterdam BV [2002] EWHC 1451 (Comm) .....	4.46
United Tyre Company Ltd v Graham Born [2004] EWCA 1246 .....	20.55
Universal Bulk Carrier Ltd v Andre et Cie SA [2000] 1 Lloyd’s Rep 459 (Comm) .....	22.28, 22.42
Universal Petroleum Co Ltd v Handels-Und Transportgesellschaft mbH [1987] 1 Lloyd’s Rep 517 (CA) .....	19.45, 19.50, 19.51, , 19.53
Unwired Planet International Ltd v Huawei Technologies Co Ltd [2015] EWHC 2097 (Pat) .....	7.13, 7.21, 7.23
UR Power GmbH v Kuok Oils & Grains PTE Ltd [2009] EWHC 1940 (Comm), [2009] 2 Lloyd’s Rep 495 .....	6.26, 22.89, 22.104
Ust-Kamenogorsk Hydropower Plant JSC v AES Ust-Kamenogorsk Hydropower Plant LLP [2013] UKSC 35, [2013] 2 Lloyd’s Rep 281, [2011] EWCA Civ 647, [2013] UKSC 35, [2013] 1 WLR 1889 .....	2.12, 2.14, 2.26, 4.16, 6.8, 8.3, 8.14, 8.18, , 8.29, 8.33, 8.36, 8.47, 8.57, 9.17, 18.49, 22.132, 24.4, 24.19
Vakis T, The: see Vrinera Marine Company Ltd v Eastern Rich Operations Inc .....	15.27
Vale do Rio Doce Navegacao [2000] 2 Lloyd’s Rep 1 (Comm) .....	3.14, 4.16, 4.61, 6.38, 6.50, 6.60, 8.29, 9.17, 12.91, 18.21, 22.87
Van der Giessen-de-Noord Shipbuilding Division BV v Imtech Marine & Offshore BV [2008] EWHC 2904 (Comm), [2009] 1 Lloyd’s Rep 273 .....	22.51, 22.64, 22.119
Van Oord ACZ Ltd v The Port of Mostyn Ltd (unrep) 10 September 2003 (TCC) .....	9.23
Varenna, The [1983] 1 Lloyd’s Rep 416 (Comm) .....	4.43
Vasso, The [1983] 2 Lloyd’s Rep 346 (Comm) .....	16.16, 19.20
Vector Investments v J D Williams [2009] EWHC 3601 (TCC) .....	21.37
Vee Networks Ltd v Econet Wireless International Ltd [2004] EWHC 2909 (Comm), [2005] 1 Lloyd’s Rep 192 .....	6.39, 6.43, 12.14, 22.51, 22.57

TABLE OF CASES

Veracruz 1, The: see Veracruz Transportation Inc v VC Shipping Co Inc .....	18.28
Veracruz Transportation Inc v VC Shipping Co Inc (The Veracruz 1) [1992] 1 Lloyd’s Rep 353 (Comm).....	18.28
Verity Shipping SA v NV Norexa [2008] EWHC 213 (Comm), [2008] 1 Lloyd’s Rep 652.....	8.43, 8.44
Vertex Data Science Ltd v Powergen Retail Ltd [2006] EWHC 1340 (Comm), [2006] 2 Lloyd’s Rep 591.....	18.14
Villa Denizcilik Sanayi Ve Ticaret AS v Longen SA (The Villa) [1998] 1 Lloyd’s Rep 195 (Comm).....	10.22, 10.23, 10.57
Villa, The: see Villa Denizcilik Sanayi Ve Ticaret AS v Longen SA [1998] .....	10.23
Vimeira, The: see Aiden Shipping Co Ltd v Interbulk Ltd .....	15.28
Vimeira, The: see Interbulk Ltd v Aiden Shipping Co Ltd .....	12.15
Vinava Shipping Co. Ltd v Finelvet AG (The Chrysalis) [1983] 1 Lloyd’s Rep 503 (Comm).....	22.9, 22.14
Virdee v Viridi [2003] EWCA Civ 41.....	16.18, 24.28
Virgin Atlantic Airways Limited v Zodiac Seats UK Limited [2013] UKSC 46.....	19.71, 19.75, 19.76
Vis Trading Co Ltd v Nazarov [2013] EWHC 491 (QB).....	19.84
von Hoffmann v Finanzamt Trier Case C - 145/96, [1997] All ER (EC) 852 (ECJ).....	20.11
Vosnoc Ltd v Trans Global Projects Ltd [1998] 1 Lloyd’s Rep 711 (Comm).....	2.26, 9.14, 9.30, 10.50
Vrinera Marine Co Ltd v Eastern Rich Operations Inc (The Vakis T) [2004] EWHC 1752 (Comm), [2004] 2 Lloyd’s Rep 465.....	15.27, 22.114, 22.123
W Ltd v M Sdn Bhd [2016] EWHC 422 (Comm), [2016] 1 Lloyd’s Rep 552.....	11.29
Wadi Sufr, The: see National Navigation Co v Endesa Generacion SA .....	8.24
Wah v Grant Thornton [2012] EWHC 3198 (Ch), [2013] 1 Lloyd’s Rep 11 .....	3.10, 4.14, 6.10
Walford v Miles [1992] 2 AC 128, [1992] 2 WLR 174. ....	3.9, 3.11, 4.14
Walker v Rowe [2000] 1 Lloyd’s Rep 116 (Comm).....	19.88, 19.91, 23.38
Wall v Royal Bank of Scotland Plc [2016] EWHC 2460 (Comm), [2016] 5 Costs LR 943...15.31	
Walter Lilly & Co Ltd v Clin [2016] EWHC 357 (TCC).....	16.9
Warborough Investments Ltd v S Robinson & Sons Ltd [2003] EWCA Civ 751, [2004] P&CR 1, [2004] P&CR 6.....	12.7, 12.14, 22.50, 22.57
Watts v Watts [2015] EWCA Civ 1297 .....	11.28
Wealands v CLC Contractors Ltd [1999] 2 Lloyd’s Rep 739 (CA)....	5.18, 7.13, 7.20, 15.4, 19.30
Wealcan Enterprises v Banque Algerienne du Commerce Exterieur SA [2012] EWHC 4151 (Comm).....	17.4, 21.6
Webster v Ministry of Justice [2014] EWHC 3995 (QB).....	11.58
Weissfisch v Julius [2006] EWCA Civ 218, [2006] 1 Lloyd’s Rep 716.....	2.17, 8.47, 8.48, 8.49
Weldon Plant Ltd v Commission for the New Towns [2000] BLR 496 (TCC) 17.29, 22.15, 22.66	
Welex AG v Rosa Maritime Ltd (The Epsilon Rosa) (No 2) [2002] EWHC 2035 (Comm), [2002] 2 Lloyd’s Rep .....	5.10
Welex AG v Rosa Maritime Ltd [2003] EWCA Civ 938, [2003] 2 Lloyd’s Rep 509.....	4.37, 6.54
West Tankers Inc v Allianz Spa [2011] EWHC 829 (Comm), [2011] 2 Lloyd’s Rep 117, [2012] EWCA Civ 27, [2012] 1 Lloyd’s Rep 398, [2012] EWHC 854 (Comm), [2012] 2 Lloyd’s Rep 103.....	8.11, 8.28, 8.30, 23.11
West Tankers Inc v Ras Riunione Adriatica di Sicurta (The Front Comor) [2005] EWHC 454, (Comm) [2005] 2 Lloyd’s Rep 257, [2007] EWHC 2184 (Comm).....	15.37, 15.43
Westacre Investments Inc v Jugoinport SPDR Holding Co Ltd [1999] QB 740 (Comm).....	23.31
Westdeutsche Landesbank Girozentrale v Islington London Borough Council [1996] AC 669 (HL).....	19.83

TABLE OF CASES

Westland Helicopters Ltd v Al-Hejailan [2004] EWHC 1625 (Comm), [2004] 2 Lloyd's Rep 523.....	6.70, 19.71, 19.82, 19.87
Westminster Chemicals and Produce Ltd v Eichholz and Loeser [1954] 1 Lloyd's Rep 99 (QB).....	4.8
Westwood Shipping v Universal Schiffahrtsgesellschaft [2012] EWHC 3837 (Comm), [2013] 1 Lloyd's Rep 670.....	13.11, 13.15
Whistler International Ltd v Kawasaki Kisen Kaisha Ltd (The Hill Harmony) [1998] 2 Lloyd's Rep 367 (Comm).....	19.54, 22.35
White Young Green Consulting v Brooke House Sixth Form College [2007] EWHC 2018 (TCC).....	22.9, 22.40
Wholecrop Marketing Ltd v Wolds Produce Ltd [2013] EWHC 2079 (Ch).....	9.1
Wicketts v Brine Builder [2001] CILL 1805 (TCC).....	11.50, 17.30, 20.29, 20.48, 20.59
Wilh. Wilhelmsen v Canadian Transport Co (The Takamine) [1980] 2 Lloyd's Rep 204 (Comm).....	15.25
Wilson (Paal) & Co A/S v Partenreederei Hannah Blumenthal (The Hannah Blumenthal) [1983] 1 AC 854 (HL).....	14.28
Woodall v Pearl Assurance Co Ltd [1919] 1 KB 593.....	4.60
World Era, The: see Leif Hoegh & Co A/S v Petrolsea Inc .....	6.19
World Star, The [1986] 2 Lloyd's Rep 274 (Adm) .....	7.56, 18.46
World Symphony (No 2), The: see Chiswell Shipping Ltd v State Bank of India (No 2) .....	19.53
World Trade Corporation v C Czarnikow Sugar Ltd [2004] EWHC 2332 (Comm), [2005] 1 Lloyd's Rep 422.....	19.45, 19.58, 19.65, 22.66
Worsley v Tambrands Ltd, The Times, 11 February 2000 (CA).....	16.9
Wright v Morris 25 October 1988, Times 31 October 1988 (Ch).....	14.23
X Ltd v Y Ltd [2005] EWHC 769 (TCC), [2005] BLR 341.....	6.44
X v Y [2011] EWHC 152 (Comm), [2011] 1 Lloyd's Rep 694.....	9.32
X v Y [2013] EWHC 1104 (Comm), [2013] 1 Lloyd's Rep 230.....	17.20, 22.112
X v Y [2015] EWHC 395 (Comm).....	22.74, 22.138
XL Insurance Ltd v Owens Corning [2000] 2 Lloyd's Rep 500 (Comm).....	5.3, 5.14, 5.27
Xstrata Coal Queensland Pty Ltd v Benxi Iron & Steel (Group) International Economic & Trading Co Ltd [2016] EWHC 2022 (Comm).....	2.32, 19.57, 19.70
Y v S [2015] EWHC 612 (Comm), [2015] 1 Lloyd's Rep 703.....	23.14, 23.34, 23.40, 23.54
Yanxilas, The: see Stinnes Interoil GmbH v Halcoussis & Co .....	19.54
Yemgas FZCO v Superior Pescadores SA Panama, The Superior Pescadores [2016] EWCA Civ 101, [2016] 1 Lloyd's Rep 561.....	9.14
Ythan, The: see Primetrade AG v Ythan Ltd .....	6.45
Yukos Capital SARL v OJSC Rosneft Oil Company [2014] EWHC 2188 (Comm), [2014] 2 Lloyd's Rep 435.....	22.2, 23.54
Yukos Oil Co v Dardana Ltd [2002] EWCA Civ 202.....	23.55
Yusuf Cepnioglu, The: see Shipowners Mutual Protection and Indemnity Association v Containerships Denizcilik Naklayat ve Ticaret .....	8.34
Z Bank v D1 [1994] 1 Lloyd's Rep 656 (Comm).....	18.25
Zambia Steel & Building Supplies Ltd v James Clark & Eaton Ltd [1986] 2 Lloyd's Rep 225 (CA).....	4.24
Zermalt Holdings SA v Nu-Life Upholstery Repair Ltd [1985] 275 EG 1134 (Comm), [1985] 2 EGLR 14 (Comm).....	19.2, 22.1, 22.47, 22.57, 22.66
Zucker v Tyndall Holdings [1992] 1 WLR 1127 (CA).....	18.28

## TABLE OF LEGISLATION

### Legislation

<p>Access to Justice Act 1999 .....22.127</p> <p>Arbitration Act 1950..... 2.5, 2.25, 9.3, 9.13, 9.16, 9.25, 10.23, 10.57, 15.23, 15.24, 17.29, 19.67, 20.22, 22.121</p> <p style="padding-left: 20px;">Part II ..... 5.37, 23.5, 23.46</p> <p style="padding-left: 20px;">Part III.....23.5</p> <p style="padding-left: 20px;">s 6.....4.32</p> <p style="padding-left: 20px;">s 9.....10.16</p> <p style="padding-left: 20px;">s 12(4).....15.23</p> <p style="padding-left: 20px;">s 13A.....14.12, 14.13, 14.22</p> <p style="padding-left: 20px;">s 13A(3).....14.12</p> <p style="padding-left: 20px;">s 17.....19.56</p> <p style="padding-left: 20px;">s 18(1).....15.24</p> <p style="padding-left: 20px;">s 26.....23.6, 23.8</p> <p style="padding-left: 20px;">s 27.....9.3, 9.8, 9.9, 9.34</p> <p>Arbitration Act 1975..... 2.5, 4.24, 15.37</p> <p style="padding-left: 20px;">s 1.....4.30</p> <p>Arbitration Act 1979..... 2.5, 2.27, 16.16, 19.49, 22.4, 22.24, 22.34</p> <p style="padding-left: 20px;">s 2.....16.14, 16.16</p> <p>Arbitration Act 1996..... 1.1, 1.11, 1.50, 1.54, 2.1, 3.23, 4.1, 5.22, 5.27, 6.2, 6.8, 6.27, 7.1, 7.18, 8.4, 8.54, 10.57, 13.1, 15.54, 18.5, 18.49, 19.44, 19.45, 20.2, 20.13, 21.2, 21.45, 22.1, 22.3, 22.25, 22.32, 24.4</p> <p style="padding-left: 20px;">Part I .... 2.12, 2.14, 2.17, 4.21, 5.28, 5.36, 5.38, 5.39, 6.24, 10.20, 15.47, 15.58, 23.22, 24.27</p>	<p style="padding-left: 20px;">Part II .....2.14</p> <p style="padding-left: 20px;">Part III..... 2.14, 5.37, 23.7</p> <p style="padding-left: 20px;">s 1.....2.11, 2.20, 12.5, 14.7, 23.34</p> <p style="padding-left: 20px;">s 1(3).....7.38</p> <p style="padding-left: 20px;">s 1(a)..... 12.5, 15.16, 16.6, 16.18, 22.1, 22.115</p> <p style="padding-left: 20px;">s 1(b).....5.27, 22.1</p> <p style="padding-left: 20px;">s 1(c)..... 2.12, 8.19, 9.15, 9.35, 9.40, 11.53, 12.91, 15.5, 15.6, 21.11, 22.1, 22.87</p> <p style="padding-left: 20px;">s 2(1)..... 2.15, 5.24, 5.28, 5.33, 9.4, 10.57</p> <p style="padding-left: 20px;">s 2(2).....5.27, 5.40, 7.4, 23.7</p> <p style="padding-left: 20px;">s 2(3).....5.31, 18.13</p> <p style="padding-left: 20px;">s 2(4).....5.33, 24.18</p> <p style="padding-left: 20px;">s 3.....2.15, 5.28</p> <p style="padding-left: 20px;">s 4.....2.18, 7.4, 7.49, 10.57</p> <p style="padding-left: 20px;">s 4(1).....9.4</p> <p style="padding-left: 20px;">s 4(5).....5.27, 5.33</p> <p style="padding-left: 20px;">s 5..... 4.22, 4.24, 10.2, 10.39, 20.2, 22.4, 22.7, 24.2</p> <p style="padding-left: 20px;">s 5(1)..... 4.20, 5.20, 22.62</p> <p style="padding-left: 20px;">s 5(3).....4.25</p> <p style="padding-left: 20px;">s 5(4).....4.24</p> <p style="padding-left: 20px;">s 5(5).....4.8, 4.27</p> <p style="padding-left: 20px;">s 5(6).....4.24</p> <p style="padding-left: 20px;">s 6.....11.33, 24.34</p> <p style="padding-left: 20px;">s 6(1).....4.3, 4.5</p> <p style="padding-left: 20px;">s 6(2).....2.22, 4.37</p> <p style="padding-left: 20px;">s 7..... 2.24, 5.13, 6.23</p> <p style="padding-left: 20px;">s 9.....2.17, 4.39, 5.27, 7.1, 7.4, 7.5, 7.6, 7.8, 7.9, 7.11, 7.13, 7.17, 7.23, 7.28, 7.33, 7.37, 7.38, 7.39, 7.40, 7.41, 7.50, 7.54, 7.55, 7.56,</p>
---	--

TABLE OF LEGISLATION

7.57, 8.19, 8.22, 8.33, 13.15, 13.29, 15.37, 15.53	s 20(4)..... 10.15, 19.9, 19.54
s 9(1).....7.11, 7.18, 7.34, 7.51, 7.54	ss 20–22..... 19.4
s 9(2).....7.15	s 21..... 10.33
s 9(3).....6.39	s 21(4)..... 10.31, 10.33, 19.10
s 9(4).... 7.10, 7.26, 7.27, 7.31, 7.32, 7.34, 7.37, 7.51	s 21(5)..... 10.37
s 9(5).....4.60	s 21(6)..... 10.42
s 10.....7.7	s 22..... 19.10
s 11.....2.17, 18.45	s 23..... 11.33, 11.34
s 11(1).....18.45	s 23(4)..... 4.61
s 12..... 2.31, 4.5, 5.33, 9.1, 9.3, 9.4, 9.5, 9.6, 9.7, 9.10, 9.15, 9.35, 9.36, 9.38, 9.40, 24.12	s 23(5)(b)..... 11.34
s 12(1)..... 9.11	s 24..... 1.50, 6.18, 8.19, 10.42, 11.33, 11.34, 11.35, 11.38, 11.50, 11.54, 12.7, 12.90, 13.21, 14.9, 17.30, 19.11, 20.41, 20.43, 20.45, 20.59, 22.50, 23.9, 24.12, 24.13
s 12(2).....9.13	s 24(1)..... 11.36
s 12(3)..... 9.15, 9.16, 9.30	s 24(1)(a).....11.12, 11.15, 11.21
s 12(3)(a)..... 9.15, 9.16, 9.17, 9.20, 9.30	s 24(1)(b)..... 11.4
s 12(3)(b)..... 9.15, 9.16, 9.28, 9.35	s 24(1)(d)..... 15.20, 17.30
s 12(5).....9.14	s 24(1)(d)(i)..... 11.41
s 12(6).....9.41	s 24(1)(d)(ii)..... 11.61
s 13(4).....9.14	s 24(2)..... 11.36
s 14..... 1.11, 1.22, 2.14, 10.45, 10.46, 10.48, 10.49, 10.50, 10.51, 10.52	s 24(3).....11.1, 11.36, 11.53
s 14(1).....9.14	s 24(4).....11.37, 11.44, 11.58, 20.40, 20.48, 20.53
s 15.....10.3, 10.4	s 24(5)..... 11.36
s 15(1).....10.4	s 24(6)..... 10.42
s 15(2)..... 10.4, 10.12, 19.9	s 25..... 11.1, 11.61, 11.62, 20.41, 20.42, 20.43, 22.63
s 15(3).....4.32, 10.5, 10.18, 15.54	s 25(1)..... 20.26
s 16..... 10.6, 10.7, 10.17, 10.27, 10.28, 10.38	s 25(3)..... 11.58, 20.40
s 16(1)..... 10.2	s 25(3)(b)..... 20.53
s 16(3)..... 10.9	s 25(4)..... 20.43
s 16(5).....10.12, 10.15	s 26..... 7.56
s 16(6).....10.32, 10.36	s 27..... 10.38, 10.39, 11.37, 17.30
s 16(6)(b)..... 10.35	s 27(3)..... 10.39, 11.63, 20.25
s 16(7)..... 10.17	s 27(4)..... 10.40, 20.26
s 17..... 1.16, 2.28, 10.13, 10.18, 10.26, 10.27, 10.28, 10.29, 10.30, 10.42, 15.54	s 28..... 19.11, 20.13, 20.35, 20.39, 20.40, 20.49, 20.53, 20.55, 20.56, 20.57, 24.13
s 17(3)..... 10.29, 10.41, 11.33	s 28(1)..... 10.58, 11.2, 11.34, 20.1, 20.2, 20.6, 20.13, 20.28, 20.35, 20.39, 20.45, 20.48, 20.50
s 17(4)..... 10.42	s 28(2)..... 20.55
s 18..... 10.6, 10.17, 10.18, 10.19, 10.21, 10.22, 10.23, 10.26, 10.27, 10.30, 10.37, 10.39, 10.42, 11.33, 15.16	s 28(3)..... 20.27
s 18(5)..... 10.42	s 28(5)..... 20.13, 20.55
s 19.....10.26, 11.4	s 28(6)..... 20.10
s 20..... 10.4	s 29..... 11.1, 11.37, 11.56, 20.41
s 20(3)..... 10.15	

TABLE OF LEGISLATION

s 29(1).....	11.56	s 39.....	8.10, 18.9, 19.4, 19.17
s 29(2).....	11.59	s 40.....	1.44, 12.2, 12.25, 12.26, 12.27, 12.28, 12.57, 14.8, 14.10, 15.19, 16.7
s 29(3).....	11.58, 11.61, 20.48	s 40(2)(b).....	16.17
s 304.10, 6.9, 6.10, 6.16, 6.28, 6.32, 6.31, 6.32, 6.44, 6.48, 6.52, 7.49, 7.52, 7.53, 8.29, 11.4, 16.3, 19.4, 22.81, 22.82		s 41.....	12.26, 12.88, 14.10, 14.17, 14.19, 14.26, 17.32
s 30(1)(a) to (c).....	6.9	s 41(3).....	14.11, 14.12, 14.14, 14.16, 14.17, 14.18, 14.20, 14.21, 14.26, 14.34, 14.35, 19.22
s 30(1)(b).....	10.41	s 41(4).....	12.20, 14.37
ss 30–32.....	8.52, 17.27	s 41(5).....	14.38, 14.40, 17.33
s 31.....	6.63, 6.67, 6.71, 11.33, 19.4, 22.82	ss 41(5)–(7).....	14.38
s 31(1).....	6.39	s 41(6).....	17.1, 17.33
s 31(2).....	6.39, 11.51	s 41(7).....	13.10
s 31(3).....	6.41	s 42.....	12.88, 13.10, 14.10, 14.38, 14.40
s 31(4).....	6.42	s 43.....	2.17, 12.54, 15.23
s 31(5).....	6.63, 6.64	s 442.17, 4.58, 7.17, 7.56, 8.4, 8.13, 8.14, 8.15, 8.16, 8.17, 8.18, 8.20, 8.21, 8.33, 8.50, 8.54, 8.56, 12.92, 12.93, 13.11, 13.31, 15.5, 15.23, 18.6, 18.7, 18.10, 18.11, 18.17, 18.18, 18.22, 18.23, 18.29, 18.49, 18.53, 19.33, 24.18, 24.19	
s 32.....	6.28, 6.49, 6.50, 6.51, 6.52, 6.53, 6.55, 6.63, 6.64, 6.67, 8.29, 10.41, 10.47, 12.25, 16.3, 16.14, 22.87	s 44(1).....	8.16
s 32(2)(b).....	6.52, 6.64, 24.24	s 44(2)(a).....	15.23
s 32(4).....	6.64	s 44(2)(b).....	15.23
s 32(5).....	6.55	s 44(2)(c).....	18.53
s 32(6).....	10.42	s 44(2)(e).....	8.4, 8.20, 18.11
s 33.....	1.44, 1.47, 1.50, 3.30, 6.42, 10.29, 10.57, 11.1, 11.12, 11.59, 11.61, 12.2, 12.4, 12.5, 12.6, 12.7, 12.8, 12.12, 12.15, 12.16, 12.17, 12.18, 12.22, 12.24, 12.25, 12.26, 12.28, 12.30, 12.34, 12.56, 12.59, 12.72, 12.90, 14.7, 14.9, 14.19, 14.26, 14.35, 15.18, 15.19, 16.5, 16.7, 17.5, 20.41, 20.49, 21.57, 22.55, 22.58, 22.63, 22.85, 22.90, 23.51	s 44(3).....	14.22, 18.16, 18.17, 18.54, 24.14
s 33(1).....	19.13	s 44(4).....	18.16, 18.17
s 33(1)(b).....	11.53, 16.6	s 44(5).....	8.20, 18.18
s 33(a).....	12.8, 12.9, 12.21	s 44(6).....	18.21
s 33(b).....	12.9, 12.22	s 44(7).....	18.15
s 34.....	12.2, 12.30, 12.32, 12.35, 12.43, 12.50, 12.76, 19.4, 19.20, 22.60	s 45.....	12.25, 13.21, 13.23, 13.24, 16.2, 16.11, 16.12, 16.13, 16.14, 16.19, 16.21, 24.25
s 34(2)(a).....	2.15, 5.25	s 45(1).....	16.12
s 34(2)(h).....	12.11, 12.57	s 45(2)(b).....	13.23, 16.16, 24.24
s 35.....	15.5, 15.6, 15.7, 15.55	s 45(2)(b)(ii).....	16.17
s 35(1).....	15.35	s 45(3).....	16.18, 16.19
s 37.....	8.29, 12.56, 18.10, 18.12	s 45(4).....	16.20
s 37(2).....	20.11	s 45(5).....	16.18
s 38.....	17.5, 17.6, 18.6, 19.4, 20.20, 20.32	s 46.....	1.57, 1.58, 5.18, 5.19
s 38(3).....	9.40, 15.30, 17.3, 17.4, 17.7, 17.13, 17.31, 20.29, 20.32	s 46(1).....	1.58
s 38(4).....	18.6, 18.51	s 46(1)(a).....	5.20, 19.31
		s 46(1)(b).....	5.20
		s 46(2).....	5.21
		s 46(3).....	5.22
		s 47.....	16.4, 16.5, 16.7, 19.4, 19.13, 19.16, 19.20
		s 48.....	18.9, 19.4, 19.20, 19.30, 19.31

TABLE OF LEGISLATION

s 48(4).....	19.95, 22.62	s 63(3).....	20.1, 21.49
s 48(5).....	8.1, 8.9, 8.13, 13.31, 18.14	s 63(5).....	21.50
s 48(5)(a).....	19.32	s 64(1).....	20.2
s 49.....	19.31, 19.81, 19.83, 19.87	s 65.....	21.14
s 49(1).....	19.93	s 66.....	5.27, 5.40, 8.10, 8.30, 13.18, 14.10, 17.21, 19.4, 19.18, 23.1, 23.5, 23.6, 23.7, 23.8, 23.10, 23.11, 23.12, 23.13, 23.21, 23.24, 23.25, 23.28, 23.40, 23.44, 23.45
s 49(3).....	19.91	s 66(1).....	23.9
s 49(3)(a).....	19.89	s 66(2).....	21.32, 23.9
s 49(3)(b).....	19.92	s 66(3).....	22.127, 23.26
s 49(4).....	19.88, 19.90, 23.38	s 66(4).....	23.7
s 49(5).....	19.31, 19.91	s 67.....	3.14, 4.10, 6.11, 6.19, 6.28, 6.43, 6.48, 6.49, 6.60, 6.65, 7.41, 7.46, 8.29, 8.55, 10.41, 10.43, 10.47, 11.45, 11.52, 12.79, 13.21, 15.48, 16.3, 16.11, 17.11, 17.27, 19.4, 19.12, 19.24, 19.37, 19.49, 19.73, 21.55, 22.62, 22.67, 22.81, 22.82, 22.83, 22.84, 22.85, 22.86, 22.87, 22.99, 22.105, 22.111, 22.114, 22.123, 22.126, 22.133, 22.138, 24.29
s 49(6).....	19.93	s 67(1).....	22.80, 22.82, 22.134
s 51.....	19.4, 19.34, 19.41	s 67(1)(a).....	22.82
s 51(5).....	20.39	s 67(1)(b).....	22.82, 22.126
s 52.....	19.1, 19.25	s 67(2).....	11.53
s 52(3).....	19.28	s 67(3).....	11.36
s 52(4).....	19.40, 19.54, 19.87	s 67(4).....	1.55, 10.42
ss 52–58.....	19.34	ss 67–69	2.30, 17.21, 17.28, 19.18, 19.62, 19.64, 22.90, 22.132, 22.134, 24.8
s 53.....	5.38, 19.27	s 68.....	1.37, 1.50, 9.13, 9.24, 11.41, 11.45, 11.46, 11.50, 12.7, 12.17, 12.24, 12.49, 12.70, 12.79, 12.90, 13.21, 14.9, 18.43, 19.37, 19.38, 19.44, 19.49, 19.53, 19.62, 19.63, 19.64, 19.65, 20.59, 21.56, 21.57, 22.1, 22.19, 22.34, 22.35, 22.44, 22.45, 22.46, 22.47, 22.50, 22.51, 22.54, 22.69, 22.72, 22.85, 22.88, 22.97, 22.99, 22.111, 22.114, 22.115, 22.116, 22.123, 22.127, 22.133, 22.136, 22.138, 23.27, 23.33
s 54.....	11.46, 19.27	s 68(1).....	22.134
s 54(1).....	22.90	s 68(2).....	6.9, 22.66
s 54(2).....	22.90	s 68(2)(a).....	11.12, 11.15, 12.76, 15.20, 19.67, 22.52, 22.55, 22.56, 22.58, 22.61, 22.64, 22.119
s 55(2).....	22.91	s 68(2)(b).....	22.62, 22.81
s 56.....	19.11, 20.1, 20.56, 20.57, 24.13	s 68(2)(c).....	15.20, 22.111
s 56(1).....	20.15, 22.91	s 68(2)(d).....	19.47, 19.58, 19.62, 19.87, 22.57, 22.66, 22.78, 22.119
s 56(5).....	20.10		
s 57.....	6.11, 19.4, 19.26, 19.27, 19.38, 19.47, 19.52, 19.55, 19.58, 19.61, 19.62, 19.63, 19.64, 19.65, 19.68, 22.34, 22.64, 22.66, 22.69, 22.78, 22.79, 22.88, 22.89, 22.93, 22.94, 23.27		
s 57(2)(a).....	19.87		
s 57(3)(a).....	19.57, 19.58		
s 57(3)(b).....	19.60, 19.87		
s 58.....	19.1, 19.71, 22.1		
s 58 (1).....	19.1		
s 59.....	21.5, 21.6, 21.9		
s 59(1).....	17.2, 17.4, 21.9		
s 59(1)(a).....	20.29		
s 59(1)(c).....	15.31		
s 59(2).....	17.2, 21.9, 21.10		
ss 59–61.....	20.13		
ss 59–65.....	19.34, 20.53		
s 60.....	4.5, 21.19, 21.20		
s 61.....	15.24, 15.30, 20.39, 21.9, 21.25, 21.31		
s 61(2).....	3.33, 21.54		
s 62(2).....	21.29		
s 63.....	15.24, 15.30, 21.5, 21.10, 21.20, 21.48		
s 63(1).....	21.21, 21.48		

TABLE OF LEGISLATION

s 68(2)(f).....	22.64, 22.78, 22.79	s 76.....	10.12, 12.11, 12.19, 12.95
s 68(2)(g).....	22.51, 22.70, 22.71, 22.73, 22.74	s 76(1).....	10.10
s 68(2)(h).....	19.26, 19.47, 22.78	ss 76(3)–(5).....	10.53
s 68(2)(i).....	19.66	s 77.....	12.96
s 68(3).....	11.36, 22.115, 22.123	s 78.....	2.29, 10.9
s 69.....	1.37, 1.38, 1.50, 1.52, 1.53, 2.2, 5.2, 7.46, 9.13, 9.24, 12.79, 13.21, 13.23, 13.24, 16.11, 16.15, 16.18, 16.21, 17.31, 19.31, 19.49, 19.62, 19.73, 22.1, 22.3, 22.5, 22.6, 22.9, 22.13, 22.17, 22.21, 22.26, 22.30, 22.34, 22.46, 22.85, 22.88, 22.99, 22.102, 22.114, 22.115, 22.123, 22.128, 22.129, 22.133, 22.136, 24.25, 24.29, 24.30	s 78(4).....	10.29
s 69(1).....	19.41, 22.6, 22.134	s 78(5).....	10.29
s 69(2)(a).....	22.4, 22.8	s 79.....	2.31, 2.32, 10.27, 10.29, 19.69, 19.70, 22.99
s 69(2)(b).....	13.23	s 79(3).....	22.69
s 69(3).....	22.4, 22.15, 22.16, 22.30, 22.36, 22.128, 22.130	s 80(1).....	24.13
s 69(3)(d).....	22.29	s 80(3).....	24.13
s 69(5).....	1.53, 24.24	s 80(4).....	24.9
s 69(7).....	11.36, 22.115, 22.123	s 80(5).....	2.29, 2.30, 22.90, 22.99, 24.8
s 69(8).....	22.129	s 81.....	4.22, 9.35, 20.35, 23.19, 23.22, 23.25, 23.30
s 70.....	22.5, 22.34	s 81(1).....	2.22, 7.38, 8.14, 22.1, 22.87
s 70(2).....	19.62, 22.86, 22.88, 22.89, 22.96, 22.95	s 82.....	5.20, 17.33
s 70(3).....	2.28, 10.44, 11.46, 11.53, 20.15, 22.90, 22.93, 22.97, 24.8, 24.24	s 82(1).....	5.2, 5.18, 6.9, 7.13, 7.18, 16.15, 17.2, 17.14, 20.29, 20.32, 22.9
s 70(4).....	19.45, 19.48, 19.49, 19.50, 19.51, 19.52, 22.66	s 82(2).....	7.12, 15.37, 15.63, 20.50
s 70(4)).....	19.45, 19.48	s 84.....	2.14
s 70(6).....	17.11, 17.19, 24.23	ss 85–87.....	7.5
s 70(7).....	22.112, 23.40, 24.23	s 99.....	5.37, 23.7
s 70(8).....	24.31	s 100(2)(b).....	5.37
s 71(3).....	22.120	ss 100–104.....	23.47
s 72.....	6.25, 6.28, 6.60, 6.65, 6.66, 8.13, 8.29, 8.51, 10.43, 10.44, 11.33, 11.45, 11.46, 11.50, 12.19, 20.50, 22.62, 22.86, 22.88, 22.92, 22.111, 22.127, 22.132	s 101.....	14.10, 17.21, 23.44
s 73.....	3.12, 4.10, 6.45, 6.60, 6.65, 6.67, 10.52, 11.40, 11.49, 11.50, 11.55, 15.38, 22.45, 22.54, 22.70, 22.75, 22.83, 22.86, 22.110, 22.111, 23.5, 23.26	ss 101–102.....	23.47
s 73(1).....	6.70, 11.47, 11.50	ss 101–114.....	23.2
s 73(1)(b).....	22.111	s 103.....	23.47, 23.48
s 73(1)(c).....	22.111	s 103(2).....	23.24, 23.48, 23.55
s 73(1)(d).....	11.50, 22.111	s 103(2)(c).....	23.52
s 73(2).....	6.69, 6.70, 11.53, 22.83	s 103(2)(d).....	23.52
s 74.....	11.8, 11.60	s 103(2)(f).....	23.33, 23.52, 23.54
		s 103(3).....	23.48, 23.55
		s 103(5).....	23.54
		s 104.....	23.7
		s 105.....	16.2, 18.9
		s 105(1).....	22.129
		Sch 1.....	2.18, 5.27, 7.4, 7.49, 9.4
		Banking Act 1987.....	
		s 1(4).....	11.58
		Brussels Convention 1968.....	8.23, 8.25
		Brussels I Regulation 2001.....	8.2, 8.23, 8.24, 8.25, 8.26
		Brussels Regulation.....	23.9
		Carriage of Goods by Sea Act 1971.....	9.2, 9.14
		s 1.....	9.14
		Carriage of Goods by Sea Act 1992.....	6.45, 9.18, 15.45



TABLE OF LEGISLATION

s 1(5).....	15.45	EU Convention .....	7.2
Civil Jurisdiction and Judgments Act 1982.....		European Communities Act 1972.....	22.24
s 26.....	7.56, 18.45, 18.46, 18.47	European Convention on Human Rights....	1.49
Companies Act 1985 .....		art 6.....	1.51, 1.52, 1.55, 7.3, 7.31, 11.14, 11.21, 13.23, 13.26, 17.8
s 35A.....	4.45	art 6.1.....	1.50, 1.51, 1.53, 15.46, 15.50
Companies Act 1989 .....		Federal Rules of Civil Procedure (US) .....	
s 35.....	4.45	Supplemental Rule for Certain Admiralty and Maritime Claims B.....	18.4
s 108.....	4.45	Foreign Limitation Periods Act 1984 .....	9.14
Companies Act 2006 .....	4.45	s 1.....	9.14
ss 39–40.....	4.45	Geneva Convention: Convention on the Execution of Foreign Arbitral Awards 1927.....	23.5, 23.7, 23.45, 23.46
Contracts (Applicable Law) Act 1990.....	5.23	Hague and Hague-Visby Rules .	5.15, 9.2, 9.14, 9.30, 9.31, 9.32, 9.35
Contracts (Rights of Third Parties) Act 1999 ...	15.3, 15.16, 15.44, 15.48, 15.59	art III Rule 6.....	9.1, 9.31, 10.51
s 1.....	15.44, 15.47, 15.48, 15.50, 15.58, 15.59	Human Rights Act 1998.	1.49, 1.50, 1.53, 1.57, 11.14, 13.23, 15.46, 22.36
s 1(1).....	15.47	s 3.....	1.57
s 1(1)(b).....	15.48	s 6.....	1.57
s 1(6).....	15.51	.....	
s 3.....	15.56	Insolvency Act 1986.....	
s 6(5).....	15.45	ss 8–27 .....	4.46
ss 6(5)–(7).....	15.45	International Arbitration Act 1974 (Australia) (amended 2010).....	
s 8.....	15.48, 15.50	ss 23C–23G.....	13.2
s 8(1).....	15.48, 15.49, 15.52, 15.54, 15.56	Judgments Act 1838.....	23.38
s 8(2).....	15.51, 15.57, 15.58	s 17.....	23.38
Convention on the Recognition and Enforcement of Foreign Arbitral Awards adopted by the United Nations Conference on International Commercial Arbitration on 10 June 1958 (known as the New York Convention).....	1.1, 1.58, 2.17, 4.20, 5.27, 5.37, 7.5, 7.26, 8.2, 8.10, 8.23, 8.26, 8.31, 8.45, 8.49, 10.23, 13.18, 18.20, 19.17, 19.18, 19.26, 22.62, 23.2, 23.3, 23.5, 23.7, 23.33, 23.47, 23.48	Late Payment of Commercial Debts (Interest) Act 1998 .....	19.93, 19.94
EU Directive 2008/52/EC on cross-border mediation in civil and commercial disputes .....	3.24, 3.36	Limitation Act 1939 .....	
EU Directive 2013/11/EU on alternative dispute resolution for consumer disputes .....		s 27(3).....	10.48
art 2.....	3.1	Limitation Act 1980 .....	9.14
EU Directive EEC 77/388 on VAT.....	20.11	s 33A.....	3.5, 3.37
EU Regulation (EU) No. 1214/2012 (Recast Brussels I Regulation) on enforcement of judgments.....	8.2, 8.23, 8.26, 17.7	s 34(3).....	10.48
EU Regulation 1346/2000 on Insolvency Proceedings.....	4.46	s 35.....	10.51
		s 6.....	23.28
		Limitation Acts .....	2.5
		Lugano Convention on jurisdiction and the enforcement of judgments in civil and commercial matters 1968	7.2, 8.24, 17.7
		New York Convention: See Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 .....	
		art II(3).....	7.53
		art III.....	17.21
		art V(1)(c).....	22.62
		.....	

TABLE OF LEGISLATION

Recast Brussels Regulation: see EU Regulation (EU) No. 1214/2012 (Recast Brussels I Regulation) on enforcement of judgments .....	art 5 .....	2.12, 12.91
art 73 .....	art 7 .....	4.27
art 73(2) .....	art 9 .....	12.92, 18.11
recital 12 .....	art 10 .....	10.4
.....	art 11(5) .....	10.26
Rome Convention .....	art 12(2) .....	11.13
art 8(2) .....	art 15 .....	10.39
Rome I and II Regulations .....	art 17 .....	18.5
Rome I Regulation (EC) No 593/2008, on the law applicable to contractual obligations .....	art 17B(1) .....	19.33
art 1(2)(d) .....	art 18 .....	11.12, 12.8
art 1(2)(e) .....	art 28 .....	5.18
Rome II Regulation (EC) No 864/2007 on the law applicable to non-contractual obligations .....	art 30 .....	19.34
.....	art 31 .....	18.11, 19.26
Senior Courts Act 1981 .....	art 33 .....	19.56
8.12, 8.29, 8.30, 8.34, 8.56	UNCITRAL Rules on Transparency in Treaty-based Investor-State Arbitration .....	13.14
s 18(1) .....		
s 20 .....		
s 37 .....		
8.29, 8.34, 8.47, 8.50, 8.54, 8.56, 18.49, 22.86, 24.4		
s 51 .....		
3.32, 17.29, 21.9		
s 51(3) .....		
15.31, 15.33		
s 51(6) .....		
15.34		
State Immunity Act 1978 .....		
23.32		
s 9(1) .....		
23.32		
Supreme Court Act 1981 .....		
s 37 .....		
18.12		
s 51 .....		
15.33, 17.29		
Third Parties (Rights Against Insurers) Act 1930 .....		
15.42		
s 1(1) .....		
15.42		
Third Parties (Rights against Insurers) Act 2010 .....		
15.42		
s 1(2) .....		
15.42		
Treaty of Lisbon .....		
8.24		
UNCITRAL Model Law on International Commercial Arbitration .....		
2.4, 2.7, 2.10, 2.21, 2.28, 4.20, 6.2, 7.26, 11.48, 12.9		
art 4 .....		
11.48		

**Statutory Instruments**

Arbitration Act 1996 (Commencement No 1) Order 1996 (SI 1996/3146) .....	2.9, 7.5, Appendix K (p663)
Civil Jurisdiction and Judgments Order 2001 ... Sch 1 paras 9–12 .....	24.16
Civil Procedure (Amendment) Rules 2011	3.37
Civil Procedure (Modification of Enactments) Order 2002 (SI 2002/439) .....	24.10
County Court Remedies Regulations 1991 (SI 1991/1222) .....	18.9
County Court Remedies Regulations 2014 (SI 2014/982) .....	18.9
Cross-border Insolvency Regulations 2006 (SI 2006/1030) .....	24.5
Cross-Border Mediation (EU Directive) Regulations 2011 (SI 2011/1133) .....	3.5, 3.24, 3.37
reg 10 .....	3.24
reg 9 .....	3.24
High Court and County Courts (Allocation of Arbitration Proceedings) Order 1996 (SI 1996/3215) .....	7.54, 9.33, 16.2, 24.10
High Court and County Courts (Allocation of Arbitration Proceedings) (Amendment) Order 1999 (SI 1999/1010) .....	24.10



# Taylor & Francis

Taylor & Francis Group

<http://taylorandfrancis.com>

## TABLE OF CIVIL PROCEDURE RULES

Civil Procedure Rules.....	1.41, 14.13, 16.7, 17.6, 21.3, 21.29, 21.37, 21.45, 23.10	44.2.....	21.32, 21.33
Part 1.....	1.44, 14.13	44.2(4)(b).....	1.46
1.1.....	16.7	44.4.....	21.52
1.1(2).....	14.13	Part 46.....	
1.2.....	16.7	46.8.....	15.34
1.3.....	1.42	Part 50.....	23.29
Part 2.....		Part 52.....	
2.8.....	2.29, 22.90	52.3.....	7.57, 24.30
Part 3.....		52.4.....	24.31
3.4(2).....	14.13	52.11.....	17.31
3.12–3.18.....	1.46, 24.26	52.16(6).....	24.30
Part 5.....	13.1, 13.29	Part 58.....	9.33
5.4.....	24.11	Part 59.....	9.33
5.4C.....	13.29	Part 61.....	18.40
Part 6.....	8.36, 8.57, 24.19	Part 62.....	1.43, 7.40, 7.54, 8.57, 9.37, 24.1, 24.2, 24.4, 24.5, 24.7, 24.19, 24.26
6.36.....	24.18	Part III rule 2.1.....	23.23
6.37(3).....	5.5, 8.36	62.2.....	13.24, 24.3
Part 11.....	7.54	62.2(1)(d).....	22.132, 24.2
Part 23.....	24.5, 24.23	62.2(2).....	24.2
23.1.....	22.103	62.3(1).....	24.10
Part 25.....	8.6, 8.21, 17.7, 17.20, 17.24, 18.30, 24.23	62.3(2).....	7.54
25.13.....	17.7, 17.9	62.4.....	13.29
25.14.....	15.30	62.4(1)(b).....	22.102
25.14(2)(b).....	15.31	62.4(2).....	24.15
25.3.5.....	18.31	62.4(3).....	9.35
Part 31.....		62.5.....	5.5, 8.36, 10.19, 24.18
31.6.....	1.45	62.5(1).....	18.22
31.22.....	13.5	62.5(1)(c).....	18.22, 23.41, 24.19
Part 35.....	12.57	62.6.....	20.57
Part 36.....	21.33, 21.45	62.6(1).....	11.36, 24.13
Part 39.....		62.6(2).....	22.134
39.2.....	13.23	62.6(2)(a).....	24.13
Part 40.....		62.6(3).....	7.54, 16.19, 22.134, 24.13
40.12.....	19.56	62.8(1).....	7.54
Part 44.....	11.31	62.8(3).....	7.40
		62.9.....	24.8

TABLE OF CIVIL PROCEDURE RULES

62.9(2).....	22.103	PD 58.3 .....	24.14
62.9(3).....	22.103	Part 61 Practice Direction .....	18.40
62.9(3)(b) .....	22.103	Part 62 Practice Direction ...	1.43, 22.40, 23.15, 24.1, 24.7
62.17.....	23.23		
62.17–62.21.....	23.15, 23.47	PD 62.2 .....	9.33
62.18.....	23.40	PD 62.2.2 .....	24.10
62.18(1).....	23.15	PD 62.2.3 .....	16.2
62.18(2).....	23.15	PD 62.3 .....	24.15
62.18(5).....	19.35	PD 62.3.1 .....	24.17
62.18(9)(b) .....	23.34	PD 62.4 .....	24.11
62.19.....	23.15	PD 62.4.1 .....	22.134
Practice Directions.....		PD 62.4.5.1 .....	24.11
Part 3 Practice Direction .....	PD 3E	PD 62.5.1 .....	13.29
.....	24.26	PD 62.6.1 .....	22.134
Part 6 Practice Direction .....	PD 6B	PD 62.7 .....	24.20
.....	10.19, 18.22, 24.18	PD 62.7.10.1 .....	24.24
PD 6B 6.3.1(3) .....	24.19	PD 62.7.10.2 .....	24.24
PD 6B 6.3.1(6) .....	24.19	PD 62.8.1 .....	8.56, 22.132
Part 25 Practice Direction .....		PD 62.9.12.1–12.5 .....	24.21
PD 25A 25.5.1(3) .....	24.14	PD 62.11.1(2).....	22.103
PD 25A 3.1 .....	24.14	PD 62.12 .....	22.30, 22.134
PD 25A Annex.....	18.24	PD 62.12.1 .....	22.32, 22.40
Part 39 Practice Direction .....	PD 39A	RSC Order 46 .....	2(1)
.....	13.21	.....	23.29
Part 58 Practice Direction .....			

## CHAPTER 1

# London maritime arbitration

- A. Introduction**
- B. The London Maritime Arbitrators Association (“the LMAA”)**
- C. The LMAA Terms**
- D. London Salvage Arbitration**
- E. The LCIA**
- F. Other London arbitration**
- G. London maritime arbitration compared with other seats**
- H. Maritime arbitration and the Civil Procedure Rules**
- I. Arbitration and the Human Rights Act 1998**
- J. London arbitration and Brexit**

### **A. Introduction**

**1.1** Arbitration is a private method of resolving disputes. It is used when parties agree to refer their dispute to an impartial tribunal consisting of one or more arbitrators. Parties normally agree to arbitration by means of an arbitration agreement in a contract made before a dispute has arisen. It can also be agreed after a dispute has arisen. Arbitration differs radically from court proceedings in that it arises out of an agreement and the rules of procedure governing litigation do not apply, thus allowing a flexible and confidential procedure to be adopted to suit the parties’ convenience. Arbitrators are generally appointed by the parties (or by means to which the parties have agreed) and are paid by the parties; they are usually chosen for their familiarity with the commercial, technical or legal aspects of the dispute. The advantages of arbitration are its privacy, its potential as a flexible, speedy means of resolving commercial disputes and the ability to enforce arbitral awards under the New York Convention. However, the efficiency of arbitration depends on the cooperation of the parties (and their lawyers and indeed the arbitrators) in preparing a case and minimising the areas of substantive dispute. The Arbitration Act 1996 places duties on the parties and the arbitrators to ensure the dispute is resolved efficiently. However, in practice it may be difficult to enforce these duties and arbitration can be just as slow and expensive as litigation if the parties will not cooperate and if the arbitrators do not take a firm approach to the proceedings.

**1.2** “London maritime arbitration” is a broad term usually applied to arbitration taking place in London where the dispute involves in some way a ship – for instance a dispute under a charterparty, bill of lading, ship sale agreement or shipbuilding contract. There is, however, no strict definition of maritime arbitration which would require the involvement of a ship and any arbitration carried out on terms published by the London Maritime Arbitrators Association (LMAA) might be termed a maritime arbitration. This book aims to provide a practical

guide to the law and practice of maritime arbitrations in London, particularly arbitrations proceeding under LMAA terms.<sup>1</sup>

**1.3** London maritime arbitration is sometimes treated as if it were distinct from “international commercial arbitration” seated in London, because this term is commonly used to describe commercial arbitrations administered by an institution.<sup>2</sup> While there are differences, particularly in the strength of connection between some institutions and London as a seat of arbitration, these should not be overstated since both types of arbitration have much in common. They both relate to international commercial disputes and are subject to the 1996 Act. There is a significant overlap between the arbitrators, practitioners and parties who are involved in both. Further, many more arbitrations are commenced under the LMAA Terms each year than are referred to institutional arbitration in London,<sup>3</sup> and the vast majority of appeals to the Commercial Court on points of law arise from shipping cases.<sup>4</sup>

## **B. The London Maritime Arbitrators Association (“the LMAA”)**

### *History and aims*

**1.4** London maritime arbitration traces its origins back at least to the birth of the Baltic Exchange at the Virginia and Baltick Coffee House in 1744, and arguably much earlier.<sup>5</sup> Traditionally, maritime arbitrators were members of the shipping trade who found time to act as arbitrators largely on an honorary basis. Maritime arbitration is now much more time-consuming and formal. Most arbitrations are carried out by full-time professional arbitrators, technical experts, or lawyers who charge a professional fee. The LMAA is a professional association which was set up in 1960, originating from a group of brokers at the Baltic Exchange who were listed as available to be appointed as arbitrators.<sup>6</sup> The objects of the Association were described at its first Annual General Meeting as, “to see that the machinery of Arbitration is adequately manned and new Arbitrators trained, also to further our aim that London Arbitration shall not only be strictly impartial and economical, but reasonably expeditious so far as consistent with thorough investigation and sound judgment”.<sup>7</sup> Its objects today remain very similar, albeit expanded in form.<sup>8</sup>

---

1 The current LMAA terms discussed in this book are: the LMAA Terms (2017); the LMAA Small Claims Procedure (2017); the LMAA Intermediate Claims Procedure (2017); and the LMAA FALCA Rules.

2 For discussion of the tendency to adopt this treatment, see Ian Gaunt, “Review of the 2015 White and Case Survey of International Commercial Arbitration” in *The LMAA Newsletter Winter 2015–2016, Part Two*, 22.

3 In 2015, there were at least 3160 appointments on LMAA Terms: see fn 9 below. In the same period, 326 arbitrations were referred to the London Court of International Arbitration: LCIA website, “Registrar’s Report 2015” [www.lcia.org/LCIA/reports.aspx](http://www.lcia.org/LCIA/reports.aspx) accessed 13 September 2016.

4 It has been estimated that in the period 2012–2015, 75% of appeals arose from shipping disputes: Sir Bernard Eder, “Does arbitration stifle development of the law? Should s.69 be revitalised?” Chartered Institute of Arbitrators (London Branch) AGM Keynote Address, 28 April 2016 <http://arias.org.uk/news-and-views/keynote-address-by-sir-bernard-eder/> accessed 13 September 2016.

5 J Tsatsas, “A focus on maritime arbitration: the LMAA Conference 2010”, *Arbitration* (2010) 76(3), 396–398. London courts referred maritime disputes to arbitration from as early as the fourteenth century: see Derek Roebuck, *Mediation and Arbitration in The Middle Ages* (HOLO Books: the Arbitration Press, 2013) 80, 82.

6 M. Summerskill, “The London Maritime Arbitrators Association” *Arbitration* (1985) 51, 503–513, 504. See also B. Harris, “Why is London Maritime Arbitration Successful?” *LMAA Newsletter Summer 2011, Part Two*, 35–45.

7 M. Summerskill, “The London Maritime Arbitrators Association” *Arbitration* (1985) 51, 503–513, 506.

8 See the LMAA Rules (Revised & updated up to May 2014), Rule 2.

1.5 Unlike the London Court of International Arbitration (LCIA), the International Chamber of Commerce (ICC) or certain commodity associations such as the Grain and Feeds Trade Association (GAFTA), the LMAA does not actively supervise or administer arbitrations. However, the LMAA (or more usually, the President of the LMAA for the time being) may appoint arbitrators if the arbitration agreement so specifies or where applicable LMAA terms confer such a power (for example, where two party-appointed arbitrators fail to appoint a third arbitrator or umpire, where the parties have failed to agree upon a sole arbitrator, or where a sole arbitrator retires to avoid delay and the parties fail to agree upon a substitute).

1.6 The LMAA plays a central and supportive role in London maritime arbitration. Its members conduct the vast majority of maritime arbitrations in London. In 2015, there were at least 3160 appointments on LMAA terms and at least 438 awards issued under LMAA terms.<sup>9</sup> The LMAA is responsible for drawing up the LMAA Terms (and other rules such as the Small Claims Procedure)<sup>10</sup> and laying down standards of conduct for its members.<sup>11</sup> It has an informative role: maintaining a website, issuing a handbook, publishing a newsletter and generally keeping members informed of relevant developments, for instance by holding seminars. The LMAA website and handbook are very useful sources of information on practice and individual arbitrators.<sup>12</sup> In addition, the LMAA may be called upon to appoint arbitrators in accordance with LMAA terms or an arbitration clause and to give members advice on specific questions. In a wider context it seeks to maintain high professional standards in maritime arbitration and to act as a representative body, for instance by making representations about proposed legislation relevant to its members’ interests.

### Members

1.7 The LMAA consists of two main groups of members: full members and supporting members.<sup>13</sup> As at January 2017 there are 37 full members who are generally prepared to undertake maritime arbitration of any description or duration. Approximately two thirds of these have a predominantly legal background and the rest have technical or commercial expertise. Many full members arbitrate as a full-time occupation. They would almost certainly be treated as “commercial men” or “engaged in the shipping trade” for the purpose of satisfying such a qualification required in an arbitration clause.<sup>14</sup> To become a full member the

---

9 LMAA website, “2015 Statistics” [www.lmaa.london/event.aspx?pkNewsEventID=208da443-7800-4720-84b3-7f4f3f5fc9ce](http://www.lmaa.london/event.aspx?pkNewsEventID=208da443-7800-4720-84b3-7f4f3f5fc9ce) accessed 11 July 2016. These figures relate to all LMAA terms and are based on figures provided by full and aspiring members of the LMAA as well as from barristers accepting appointments on LMAA terms. They do not otherwise include figures from supporting members. The exclusion of LMAA arbitration statistics from the 2015 White and Case Survey of International Arbitration has been criticised as leading to an underestimation of the relative importance of London in international commercial arbitration: Ian Gaunt, “Review of the 2015 White and Case Survey of International Commercial Arbitration” *LMAA Newsletter Winter 2015–16, Part Two*, 22.

10 See fn 1.

11 The LMAA has issued a Code of Ethics (which is available to full members only) and has powers to suspend, expel or caution full members: see the LMAA Rules, Rule 15.

12 [www.lmaa.org.uk](http://www.lmaa.org.uk). The LMAA can be contacted via the Honorary Secretary. The identity or contact information of the Honorary Secretary may change and therefore reference should be made to the website.

13 There are also honorary members and retired members.

14 *The Myron (Owners) v Tradax Export SA, The Myron* [1969] 1 Lloyd’s Rep 411 (Comm) 415, *Rahcassi Shipping Company SA v Blue Star Line Ltd, The Bede* [1969] 1 QB 173 (Comm), *Pando Compania Naviera SA v Filmo SAS* [1975] 1 QB 742 (Comm). See also *Armada (Singapore) Pte Ltd v Gujarat NRE Coke Ltd* [2014] FCA 636, in which the Federal Court of Australia rejected an argument that two English barristers with considerable experience in arbitrating commercial disputes were not “commercial men” under English law.