

MILLER'S  
MARINE WAR  
RISKS

FOURTH EDITION

MICHAEL DAVEY  
JAMES DAVEY  
OLIVER CAPLIN

**informa** law  
from Routledge

# MILLER'S MARINE WAR RISKS

LLOYD'S SHIPPING LAW LIBRARY

Series Editors: Hatty Sumption and Clare Ambrose

**The Law of Ship Mortgages**

Second Edition

*David Osborne, Graeme Bowtle and Charles Buss*

**Berlingieri on Arrest of Ships,  
Volumes I and II**

A Commentary on the 1952  
Arrest Convention

*and*

A Commentary on the 1999  
Arrest Convention  
Sixth Edition

*Francesco Berlingieri*

**Merchant Shipping Legislation**

Third Edition

*Aengus R.M. Fogarty*

**CMR**

Contracts for the International Carriage of  
Goods by Road  
Fourth Edition

*Andrew Messent and David A. Glass*

**London Maritime Arbitration**

Fourth Edition

*Clare Ambrose, Karen Maxwell and Michael Collett*

**The York-Antwerp Rules**

The Principles and Practice of General  
Average Adjustment  
Fourth Edition

*N. Geoffrey Hudson and Michael D. Harvey*

**Admiralty Jurisdiction and Practice**

Fifth Edition

*Nigel Meeson and John A. Kimbell*

**General Average**

Law and Practice

Third Edition

*F.D. Rose*

**The Law of Tug and Tow and  
Offshore Contracts**

Fourth Edition

*Simon Rainey*

**EU Shipping Law**

Third Edition

*Vincent Power*

**The Law of Shipbuilding Contracts**

Fifth Edition

*Simon Curtis, Ian Gaunt and  
William Cecil*

**Miller's Marine War Risks**

Fourth Edition

*Michael Davey, James Davey and  
Oliver Caplin*

For more information about this series, please visit:  
[www.routledge.com/Lloyds-Shipping-Law-Library/book-series/LSLL](http://www.routledge.com/Lloyds-Shipping-Law-Library/book-series/LSLL)

# MILLER'S MARINE WAR RISKS

FOURTH EDITION

MICHAEL DAVEY

*Of Gray's Inn, One of Her Majesty's Counsel*

JAMES DAVEY

*Professor, University of Southampton*

OLIVER CAPLIN

*Of Middle Temple, Barrister*

**informa law**  
from Routledge

Fourth edition published 2020  
by Informa Law from Routledge  
2 Park Square, Milton Park, Abingdon, Oxon OX14 4RN

and by Informa Law from Routledge  
52 Vanderbilt Avenue, New York, NY 10017

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

© 2020 Michael Davey, James Davey and Oliver Caplin

The right of Michael Davey, James Davey and Oliver Caplin 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.

*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 by Informa Professional 1990  
Third edition published by Informa Professional 2005

*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: Caplin, Oliver, author. | Miller, Michael D. (Writer on marine insurance), author. | Davey, James (Law teacher), author. | Davey, Michael (Lawyer), author.  
Title: Miller's marine war risks / by Oliver Caplin, James Davey, Michael Davey.  
Other titles: Marine war risks  
Description: Fourth edition. | Abingdon, Oxon ; New York, NY : Routledge, 2020. |  
Series: Lloyd's shipping law library | Includes bibliographical references and index.  
Identifiers: LCCN 2019056959 (print) | LCCN 2019056960 (ebook) |  
ISBN 9780415317566 (hardback) | ISBN 9781315229584 (ebook)  
Subjects: LCSH: Marine insurance—Great Britain—War risks. |  
Marine insurance—Law and legislation—Great Britain.  
Classification: LCC KD1847 .M54 2020 (print) | LCC KD1847 (ebook) |  
DDC 346.41/08622—dc23  
LC record available at <https://lccn.loc.gov/2019056959>  
LC ebook record available at <https://lccn.loc.gov/2019056960>

ISBN: 978-0-415-31756-6 (hbk)  
ISBN: 978-1-315-22958-4 (ebk)

Typeset in Times New Roman  
by Swales & Willis, Exeter, Devon, UK

# CONTENTS

<i>Foreword by Sir Bernard Rix</i>	xv
<i>Preface to the Fourth Edition</i>	xvii
<i>Acknowledgments</i>	xviii
<i>Table of cases</i>	xix
<i>Table of legislation</i>	xxxiv
CHAPTER 1 THE HISTORY OF THE WAR RISKS POLICY	1
CHAPTER 2 THE UNDERWRITERS	10
CHAPTER 3 THE PREMIUMS	13
CHAPTER 4 CANCELLATION AND AUTOMATIC TERMINATION OF COVER CLAUSE	21
CHAPTER 5 THE INSURED PERILS: AN OVERVIEW	30
CHAPTER 6 WAR	34
CHAPTER 7 CIVIL WAR	45
CHAPTER 8 REVOLUTION, REBELLION, INSURRECTION ...	53
CHAPTER 9 ... OR CIVIL STRIFE ARISING THEREFROM ...	65
CHAPTER 10 ... OR ANY HOSTILE ACT BY OR AGAINST A BELLIGERENT POWER	66
CHAPTER 11 CAPTURE	70
CHAPTER 12 SEIZURE	91
CHAPTER 13 ARREST, RESTRAINT, DETAINMENT ...	105
CHAPTER 14 ... AND THE CONSEQUENCES THEREOF OR ANY ATTEMPT THEREAT	115

CONTENTS

CHAPTER 15	DERELICT MINES, TORPEDOES, BOMBS AND WEAPONS OF WAR	118
CHAPTER 16	STRIKERS, LOCKED-OUT WORKMEN OR PERSONS TAKING PART IN LABOUR DISTURBANCES, RIOTS OR CIVIL COMMOTIONS	123
CHAPTER 17	RIOTS, CIVIL COMMOTIONS	130
CHAPTER 18	ANY TERRORIST ...	143
CHAPTER 19	... OR ANY PERSON ACTING MALICIOUSLY OR FROM A POLITICAL MOTIVE	153
CHAPTER 20	PIRACY	164
CHAPTER 21	CONFISCATION AND EXPROPRIATION	179
CHAPTER 22	SUE AND LABOUR	180
CHAPTER 23	EXCLUSIONS	187
CHAPTER 24	WAR RISKS AND MARINE INSURANCE LEGISLATION	196
CHAPTER 25	TOTAL LOSS AND NOTICE OF ABANDONMENT	223
CHAPTER 26	HELD COVERED	232
CHAPTER 27	WILFUL MISCONDUCT AND FRAUDULENT CLAIMS	241
CHAPTER 28	THE PROXIMATE CAUSE	251
CHAPTER 29	CARGO WAR AND STRIKES CLAUSES	264
CHAPTER 30	CONTAINERS	269
CHAPTER 31	WAR RISK INSURANCE IN TIME OF WAR	270
	<i>Index</i>	290

## DETAILED CONTENTS

<i>Foreword by Sir Bernard Rix</i>	xv
<i>Preface to the Fourth Edition</i>	xvii
<i>Acknowledgments</i>	xviii
<i>Table of cases</i>	xix
<i>Table of legislation</i>	xxxiv
CHAPTER 1 THE HISTORY OF THE WAR RISKS POLICY	1
The S.G. Form	1
The MAR Form	2
The development of war risks insurance, and the f.c. & s Clause	3
The work of Alan Jackson and his Committee: the end of the S.G. Form and the advent of the MAR and revised Institute Time Clauses	8
CHAPTER 2 THE UNDERWRITERS	10
The London market	10
The Mutual Associations	11
CHAPTER 3 THE PREMIUMS	13
Background to premiums	13
Additional war risk premiums and their calculation	14
Who pays the AWRP?	16
Time-charter cases	16
The voyage charter cases	19
The BIMCO CONWARTIME and VOYWAR 2013 Clauses	19
CHAPTER 4 CANCELLATION AND AUTOMATIC TERMINATION OF COVER CLAUSE	21
Cancellation on seven days' notice	22
Hostile detonation of any nuclear weapon of war	23
Ships and freight	23
Containers	23
Cargo stored afloat	24
Cargo—War Clauses (general cargo), War Clauses (Special Cargo) and Additional Expenses	24

DETAILED CONTENTS

Cargo—strikes	25
Outbreak of war between the Five Permanent Members of the Security Council	26
Requisition	27
The Mutual Associations	28
The Combined Group of War Risks Clubs	28
UK War Risks	29
The Hellenic War Risks Club	29
CHAPTER 5 THE INSURED PERILS: AN OVERVIEW	30
“Insured perils” versus “risks covered”	30
Approach to the interpretation of the insured perils	31
The role of criminal and public international law when interpreting the insured perils	32
Future conflicts—cyber warfare?	33
CHAPTER 6 WAR	34
The definition of “war”	34
The <i>Pesquerias</i> Case	37
The facts	37
The casualties	37
The courts’ decisions	38
World War II	38
The Korean War	39
The Falklands War	39
The First Gulf War	41
Period 1: 2 August 1990 to 16 January 1991	41
Period 2: 16 January to end-February 1991	41
Period 3: March 1991 to February 2003	41
Conflict in Kosovo	42
The 9/11 attacks	43
Key principles derived from the case law	44
CHAPTER 7 CIVIL WAR	45
<i>Spinney’s (1948) Ltd. and Others v. Royal Insurance</i>	45
The facts	45
Was there a civil war within the meaning of the peril?	51
CHAPTER 8 REVOLUTION, REBELLION, INSURRECTION ...	53
Must the proximate cause of a casualty be proven to fall within one of these specified insured perils in order for cover to be engaged?	53
Revolution, rebellion and insurrection defined	54
“Military or usurped power”: the forerunners of “revolution, rebellion, insurrection”	55
Revolution, rebellion, insurrection in the War Risks Policy	58
Conclusions	63

DETAILED CONTENTS

CHAPTER 9	... OR CIVIL STRIFE ARISING THEREFROM ...	65
CHAPTER 10	... OR ANY HOSTILE ACT BY OR AGAINST A BELLIGERENT POWER	66
CHAPTER 11	CAPTURE	70
	Origin of the capture and seizure perils	70
	Capture, etc.: Hull, Freight and Cargo Clauses	71
	Capture, etc.: Hull Clauses	71
	Capture, etc.: Freight Clauses	71
	Capture, etc.: Cargo Clauses	71
	Differences between “capture” and “seizure”	72
	The meaning of “capture”	72
	Illustrative cases: the insured peril	74
	Unlikelihood of recovery	80
	Apprehension of capture	82
	Prize and search cases	87
CHAPTER 12	SEIZURE	91
	Meaning of “seizure”	91
	Illustrative cases describing the insured peril	93
	The presence of force	98
	Public or private ends	100
	Seizure of the ship by those on board	101
	Seizure of the cargo by those on board	103
CHAPTER 13	ARREST, RESTRAINT, DETAINMENT ...	105
	General	105
	Arrest	105
	Restraint	106
	Detainment	107
	Cases illustrating the insured peril	108
	Force	109
	The frustration Clause	111
	Mutual War Risks Associations—practice	113
	The <i>Bamburi</i> decision	113
	The 12-month Clause	114
CHAPTER 14	... AND THE CONSEQUENCES THEREOF OR ANY ATTEMPT THEREAT	115
CHAPTER 15	DERELICT MINES, TORPEDOES, BOMBS AND WEAPONS OF WAR	118
	Generally	118
	Ships and freight	120
	Containers	121
	Cargo	122

DETAILED CONTENTS

CHAPTER 16	STRIKERS, LOCKED-OUT WORKMEN OR PERSONS TAKING PART IN LABOUR DISTURBANCES, RIOTS OR CIVIL COMMOTIONS	123
	The “strikes risk” Clause	123
	“Strikers”	124
	“Locked-out workmen”	127
	“Persons taking part in labour disturbances”	128
	Examples of “labour disturbances”	128
CHAPTER 17	RIOTS, CIVIL COMMOTIONS	130
	“Riot”	130
	Riot as a public order offence	132
	Riot as an insured peril	133
	The Riot (Damages) Act 1886 and the Riot Compensation Act 2016	134
	“Civil commotion”	136
	Riot, civil commotion in other common law jurisdictions	139
	Summary	141
CHAPTER 18	ANY TERRORIST ...	143
	Maritime terrorism: incidences and litigation	143
	Judicial approaches to interpreting terrorism as a contractual term	143
	The definition of terrorism in marine insurance policies	144
	Statutory definitions of terrorism	145
	The judicial interpretation of “terrorism” in insurance-related litigation	146
	The insured perils under Aii: the relationship between the 9/11 attacks and the subsequent US government warnings	149
	Did 9/11 amount to “acts of war” or “armed conflict” within the seventh paragraph of perils under cover Ai?	150
	Prior claims related to terrorism	151
CHAPTER 19	... OR ANY PERSON ACTING MALICIOUSLY OR FROM A POLITICAL MOTIVE	153
	Malice and maliciously	153
	Malice as “targeted” or “wanton” vandalism	154
	The “targeted malice” test	154
	The “wider” test developed by Colman J.	155
	The test in <i>The B Atlantic</i>	156
	Malicious damage: specific intent and non-marine insurance cases	158
	Conclusions on malicious conduct	160
	Malicious acts: proof of complicity	160
	Malicious damage and related perils	160
	Examples from beyond the litigated cases	161
	Political motive	162

DETAILED CONTENTS

CHAPTER 20	PIRACY	164
	Piracy as an insured peril: Hull & Machinery cover	164
	Piracy as an insured peril: cargo cover	164
	Piracy: the limits of the peril	165
	Piracy: incidences	165
	Piracy: definitional issues	166
	Piracy and location: high seas/territorial waters	168
	Piracy and method: theft/attempted theft/ransom	168
	Piracy and strangers: crew/passengers	171
	Piracy and seizure for political motive	172
	Anti-piracy measures and marine insurance	173
	Piracy: nature and timing of loss by piratical seizure	173
	Actual total loss in marine insurance	174
	Piratical capture and loss	175
	Capture and recovery	175
	Examples of losses by piracy from outside the litigated cases	176
	Summary	177
CHAPTER 21	CONFISCATION AND EXPROPRIATION	179
CHAPTER 22	SUE AND LABOUR	180
	Introduction	180
	Commencement and duration of sue and labour	182
	Effect of failure to sue and labour	183
	Extraordinary expenses	184
	Salvage and general average	185
	Illegality	186
CHAPTER 23	EXCLUSIONS	187
	General approach to construction	187
	Requisition (Clause 4.1.3)	188
	Pre-emption (Clause 4.1.3)	190
	Exclusion for capture, etc., by the “home” government (Clause 4.1.4)	190
	Exclusion for quarantine regulations, customs or trading regulations (Clause 4.1.5)	190
	Exclusion for “the operation of ordinary judicial process” (Clause 4.1.6)	193
	Exclusion for “failure to provide security or to pay any fine or penalty or any financial cause” (Clause 4.1.6)	194
CHAPTER 24	WAR RISKS AND MARINE INSURANCE LEGISLATION	196
	The Marine Insurance Act 1906: construction and effect on the common law	196
	Interpretation of the 1906 Act as a codifying statute	197
	The Insurance Act 2015: construction and effect on the common law	199
	Contracting out under the Marine Insurance Act 1906 and the Insurance Act 2015	199

DETAILED CONTENTS

Utmost good faith, non-disclosure, misrepresentation and fair presentation of the risk under the MIA 1906 and IA 2015	200
Misrepresentation and non-disclosure under the MIA 1906	201
Non-disclosure under the MIA 1906	201
The modern application of section 18 MIA 1906	204
The broker's duty of pre-contractual disclosure under section 19 MIA 1906	205
Misrepresentation under section 20 MIA 1906	205
Misrepresentation and non-disclosure ("fair presentation of the risk") under the IA 2015	208
Warranties and risk management clauses	212
Navigation limits: the current contractual provisions	212
Navigation limits as promissory warranties	215
Promissory warranties and the MIA 1906	216
Risk management clauses under the MIA 1906	219
Insurance warranties and risk management clauses under the IA 2015	220
CHAPTER 25 TOTAL LOSS AND NOTICE OF ABANDONMENT	223
Actual and constructive total losses	223
Election for a constructive total loss	225
Abandonment	226
Consequences of rejection of notice of abandonment	228
Restoration	229
Time for giving notice of abandonment	229
The 12-month Clause	230
Cases where notice of abandonment is not necessary	231
Missing ships	231
CHAPTER 26 HELD COVERED	232
The "family" of held covered clauses	232
"Simple" held covered clauses	233
Held covered clauses, notice and the doctrine of utmost good faith	235
Simple held covered clauses: conclusions	235
Complex held covered clauses	236
Complex clauses: prior notice	238
The doctrine of utmost good faith	239
CHAPTER 27 WILFUL MISCONDUCT AND FRAUDULENT CLAIMS	241
Proof of wilful misconduct and scuttling	241
Wilful misconduct in war risks insurance	242
Wilful misconduct as a contractual exclusion or public policy rule	243
Wilful misconduct: deliberate actions, gross negligence and recklessness	244
Forfeiture rule in war risks insurance	246
The limits of "fraudulent claims" for the purposes of forfeiture	247

DETAILED CONTENTS

The forfeiture remedy at common law	249
The forfeiture remedy under the Insurance Act 2015	249
The continuing duty of utmost good faith in war risks insurance	250
Cumulative effect	250
CHAPTER 28 THE PROXIMATE CAUSE	251
Proximate cause generally	252
Several things happen more or less at once	254
<i>Leyland Shipping Company Limited v. Norwich Union Fire Insurance Society Ltd.</i>	255
A casualty happens but its cause cannot be established	256
Conclusion on proximate cause	262
CHAPTER 29 CARGO WAR AND STRIKES CLAUSES	264
Introductory	264
Institute War Clauses (Cargo)	264
Institute Strikes Clauses (Cargo)	264
Exclusion Clauses	264
Duration—War Clauses	265
Duration—Strikes Clauses	266
Duration—notices	267
Minimising losses and waiver	267
Reasonable despatch	267
CHAPTER 30 CONTAINERS	269
CHAPTER 31 WAR RISK INSURANCE IN TIME OF WAR	270
The reinsurance agreement	275
The reinsurance: Clauses 1 to 3	276
The reinsured ships: Clauses 4 to 5	276
Insured values: Clauses 6 to 8	276
Conversion into sterling: Clauses 9 to 11	277
The reinsurance premiums: Clauses 12 to 14	277
General premium notices: Clause 15	277
Special premium notices: Clause 16	277
Consultation: Clause 17	277
Settlement of claims: Clauses 18 to 21	278
Disputes: Clause 31	278
Commencement and termination: Clauses 33 to 35	278
The NATO war risks insurance scheme	280
Introductory	280
First stage—1970 to 1982	281
Second stage—1982 to 1992	284
The policy	284

DETAILED CONTENTS

Methods of underwriting	285
Structure	285
The improved valuation scheme	286
The improved basic principles	286
The South Atlantic War 1982—the Gulf War 1991	287
<i>Index</i>	290

## FOREWORD

*Sir Bernard Rix*

It is a pleasure to write a foreword for this excellent work, now in its Fourth Edition, which has the virtues of a fascinating subject-matter concisely covered.

The original author, the late Michael Miller, has now been accorded the accolade of having his name inserted in the title of the book, while its present editors come with the experience of legal practice and academe. The book is therefore the product of underwriting, forensic and academic insight.

The core and particular strength of the book are the chapters in which individual perils and concepts of the modern Institute War Clauses are separately analysed, with the benefit of illustrative jurisprudence. More general elements of marine insurance, such as constructive total loss, proximate cause, sue and labour, and the reforms of the Insurance Act 2015, are covered in a helpful way, but always with the focus on the particular problems of war risks.

Since the last edition in 2005 there have been a number of important new decisions, several of them in the Supreme Court. The doctrine of fraudulent claims has been considered in *Versloot Dredging BV v. HDI Gerling Industrie Versicherung AG* [2016] UKSC 45. The doctrine of proximate cause has been considered in *The B Atlantic* [2018] UKSC 26. The doctrine of constructive total loss has been considered in *The Renos* [2019] UKSC 29.

There have also been a number of decisions on individual perils. A short stroll among such cases, as in *Pictures from an Exhibition*, reminds us of how this area of the law cannot be beaten for its strange and wonderful tableaux.

In Egypt, a vessel was arrested by court proceedings in respect of a judgment debt for unpaid port dues owed by entirely different owners with which the respondent vessel and her owner had no connection. The question was whether the resultant losses were excluded as arising out of “ordinary judicial process”. The English commercial court held that they were not. It was not a case of ordinary judicial process, but of “extortion”, aided by judicial forgery. The court “was acting piratically” (*The Silva* [2011] EWHC 181 (Comm)).

Off the coast of Somalia, pirates seized a vessel, and a ransom was promptly extracted, almost as a matter of business. Was the vessel and her cargo an actual total loss immediately on her seizure, so that recovery was a matter for the underwriters rather than the claimant, especially as the payment of ransom was so undesirable that it could not be taken into account as a means of recovery? No, said the court of appeal: undesirable as the payment of ransom might be (the court referred to “morally muddied waters”), there had been no irretrievable loss at the time of piratical seizure (*Masefield AG v. Amlin Corporate Member Ltd* [2011] EWCA Civ 24).

## FOREWORD

In Venezuela, divers discovered cocaine strapped to the vessel's hull ten metres below the waterline. Members of the crew, including the master, were convicted of smuggling. The vessel was detained for six months and her owner abandoned her and claimed for a constructive total loss caused by "person[s] acting maliciously". The Supreme Court held that drug smugglers, who hoped after all to evade detection, had not been acting maliciously towards the vessel or her owner. In any event, even if they had been, the claim was excluded by being equally caused by the exclusion of "infringement of customs ... regulations" (*The B Atlantic* [2018] UKSC 26).

Off Yemen, during a voyage from Ukraine to China, pirates boarded the vessel and set off an improvised explosive incendiary device, which started a fire leading to the loss of the vessel. However, it was all part of a "scuttling" plot by owners, a charade of piratical fakery. After the owners' claim was struck out for dishonesty in connection with the disclosure of documents, the mortgagee bank pursued the claim for itself. Could it prove loss by capture, seizure or their consequences, or persons acting maliciously, or piracy? No, said the commercial court. There was no such peril involved as a proximate cause, only the wilful misconduct of the assured (*The Brillante Virtuoso* [2019] EWHC 2599 (Comm)).

Stories such as these will continue to illuminate the jurisprudence of War Risks. And this book will continue to assist those professionally involved in the consequences of such stories. I wish it all good fortune.

January 2020

## PREFACE TO THE FOURTH EDITION

The Fourth Edition of this work is the first to be entitled *Miller's Marine War Risks*, in tribute to the late Michael Miller. The work was his creation from the First Edition in 1990, and he was solely responsible for the Second and Third Editions. His writing style is distinctive, reflecting both his passion for the subject-matter and his belief that exposition of the law is best told as an unfolding story, both in individual cases and over time. The current authors could not hope to imitate his style with any degree of success, and we have not sought to do so. Whilst we have endeavoured to retain, where possible, Michael's personal insights, our style is necessarily more analytical. It is our hope that the blend will prove of use to practitioners whilst preserving some of the distinctive nature of the original work.

There have been many recent developments in the law of marine war risk insurance. Cover for malicious and political acts has received recent attention from the Supreme Court in *The B Atlantic* [2018] 2 Lloyd's Rep. 1 and in the recent trial of *The Brilliant Virtuoso* [2019] EWHC 2599 (Comm). The scope of exclusions from cover, in particular customs infringement and ordinary judicial process, continues to receive attention, in *The B Atlantic* and *The Silva* [2011] 2 Lloyd's Rep. 141.

This edition also includes a treatment of some entirely new, but important topics. The Insurance Act 2015 brings significant reform of the law relating to the presentation of risks and as to warranties. These new statutory provisions replace a number of well-established principles in the Marine Insurance Act 1906 for contracts made after 12 August 2016. The 2015 Act has the stated intention of rebalancing the remedies available to insurers for breach of these key duties, and is of genuine significance for modern war risks policies. Detailed consideration is now also given to the rules relating to deliberate and reckless conduct by the insured, as recently developed by the Supreme Court in *The DC Merwestone* [2016] 2 Lloyd's Rep. 198. and at first instance in *The Brilliant Virtuoso* [2019] EWHC 2599 (Comm).

Michael Davey, James Davey, Oliver Caplin  
May 2020

## ACKNOWLEDGMENTS

The authors would like to thank Lyall Hickson from The UK Club for lending his expert experience to the updating of Chapter 2. They would also like to thank their editors at Informa for their seemingly endless patience whilst waiting for the manuscript.

In addition,

JD would like to thank Amanda, Elizabeth and Charlotte, and his parents.

MD would like to thank Christina and Alex, and his parents.

OC would like to thank Susannah and Zachary for putting up with all the late nights and lost Sundays, and his parents for setting him on the right track.

## TABLE OF CASES

Ace European Group Ltd and Others v. Chartis Insurance [2012] Lloyd’s Rep. IR 603; [2013] Lloyd’s Rep. IR 485.....	28.7, 28.48
ACE European Group v. Standard Life Assurance [2013] Lloyd’s Rep. IR 415 .....	22.15
Aegeon, The; Agapitos v. Agnew [2002] 2 Lloyd’s Rep. 42 .....	27.26
Agapitos v. Agnew (The Aegeon) [2002] 2 Lloyd’s Rep. 42.....	27.26
Ageas Insurance Ltd v. Stoodley [2019] Lloyd’s Rep. IR 1 .....	24.2
Aioi Nissay Dowa Insurance Co Ltd v. Heraldglen Ltd [2013] 1 C.L.C. 440; [2013] Lloyd’s Rep. I.R. 281 .....	18.15
Aitchison v. Lohre (1879) 4 App Cas. 755.....	22.16
Aliza Glacial, The; Handelsbanken ASA v. Dandridge [2002] 2 Lloyd’s Rep. 421 .....	11.6, 22.12, 23.2, 23.17, 23.23, 23.26
American Insurance Company v. Dunham 2 Wend. N.Y. 463.....	12.15, 12.17
Andersen v. Marten [1907] 2 K.B. 248 .....	11.9, 11.12, 11.36–11.37
Andreas Lemos, The; Athens Maritime Enterprises Corporation v. Hellenic Mutual War Risks Association (Bermuda) Ltd. [1982] 2 Lloyd’s Rep. 483.....	6.9, 17.9, 20.10, 20.11, 20.14, 20.15, 20.16
Anita, The; Panamanian Oriental SS Corporation v. Wright [1970] 2 Lloyd’s Rep. 365; [1970] 2 Lloyd’s Rep. 371; [1971] 2 Lloyd’s Rep. 487, 491; [1971] 1 W.L.R. 882.....	1.20, 12.6, 13.8, 19.37, 20.1, 21.2, 23.2, 23.11, 23.15, 23.16, 23.19, 23.21, 25.19
Antaios, The; Marine Transport Overseas GmbH v. Unitramp and Others [1981] 2 Lloyd’s Rep. 284 .....	3.20
Apex, The; Phoenix Shipping Company v. Apex Shipping Corporation [1982] 2 Lloyd’s Rep. 407...3.24	
Arcangelo v. Thompson (1811) 1 Camp. 620.....	12.15, 12.18, 12.22
Arnold v. Britton [2015] AC 1619.....	5.5
Astrovlanis Compania Naviera SA v. Linard (The Gold Sky) [1972] 1 Lloyd’s Rep. 331, 333–334; 2 Lloyd’s Rep. 582.....	22.11, 27.5
Athel Line Limited v. Liverpool & London War Risks Insurance Association Limited [1946] KB 117.....	28.12
Athens Maritime Enterprises Corporation v. Hellenic Mutual War Risks Association (Bermuda) Ltd. [1982] 2 Lloyd’s Rep. 483 (The Andreas Lemos) .....	6.9, 17.9, 20.10, 20.11, 20.14, 20.15, 20.16

TABLE OF CASES

Athos, The; Telfair Shipping Corporation v. Athos Shipping Company S.A. [1981] 2 Lloyd's Rep. 74 .....	3.19
Atlantic Maritime Co Inc v. Gibbon [1954] 1 Q.B. 88 .....	13.27
Atlantic Mutual Insurance v. The King [1919] 1 K.B. 309 .....	10.4
Atlantik Confidence, The; Kairos Shipping and another v. Enka 7 Co. LLC and others, [2016] 2 Lloyd's Reports 525 .....	27.4
Atlasnavios Navegacao Lda v. Navigators Insurance Co Ltd (The B Atlantic) [2012] 1 Lloyd's Rep. 629; [2015] 1 Lloyd's Rep. 117; [2016] Lloyd's IR 565 (CA); [2016] 2 Lloyd's Rep. 351; [2017] 1 W.L.R. 1303; [2018] 2 Lloyd's Rep. 1; [2018] 2 WLR 1671 (SC); [2019] A.C. 136 .....	5.1, 8.4, 8.5, 19.18, 19.20, 19.24, 19.25, 19.26, 19.28, 19.34, 19.36, 19.38, 21.2, 22.9, 22.10, 22.13, 22.16, 23.2, 23.11, 23.13, 23.14, 23.15, 23.16, 23.23, 23.26, 25.10, 28.10, 28.11, 28.13
Aubert v. Gray (1862) 3 B. & S. 169 .....	13.11–13.12
Axa Corporate Solutions SA v. National Westminster Bank [2010] 2 CLC 149 .....	18.16
AXA General Insurance Ltd v. Gottlieb [2005] Lloyd's Rep. I.R. 369 .....	27.24, 27.32
AXA v. Arab Insurance Group [2016] Lloyd's Rep. IR 1; [2017] Lloyd's Rep. IR 216 .....	24.23, 24.26
B Atlantic, The; Atlasnavios Navegacao Lda v. Navigators Insurance Co Ltd [2012] 1 Lloyd's Rep. 629; [2015] 1 Lloyd's Rep. 117; [2016] Lloyd's IR 565 (CA); [2016] 2 Lloyd's Rep. 351; [2017] 1 W.L.R. 1303; [2018] 2 Lloyd's Rep. 1; [2018] 2 WLR 1671 (SC); [2019] A.C. 136 .....	5.1, 8.4, 8.5, 11.3, 18.10, 19.4–19.6, 19.18, 19.20, 19.24, 19.25, 19.26, 19.28, 19.34, 19.36, 19.38, 21.2, 22.9, 22.10, 22.13, 22.16, 23.2, 23.11, 23.13, 23.14, 23.15, 23.16, 23.23, 23.26, 25.10, 28.10, 28.11, 28.13
Bainbridge v. Neilson (1808) 10 East 329 .....	11.26, 11.30, 25.10, 25.12, 26.17
Bamburi, The; Owners of the Bamburi v. Compton [1982] 1 Lloyd's Rep. 312 .....	12.4, 12.27, 13.3, 13.7, 13.13–13.14, 13.29–13.30, 25.6
Bank of Nova Scotia v. Hellenic Mutual War Risks Association (Bermuda) Ltd. (The Good Luck) [1988] 1 Lloyd's Rep. 514; [1989] 2 Lloyd's Rep. 239 (C.A.); [1991] 2 Lloyd's Rep. 191 (H.L.); [1992] 1 AC 233 .....	24.54, 24.55, 24.62, 24.64
Banque Monetaca and Carystuiaki and Others v. Motor Union Insurance Company Ltd. (1923) 14 Ll.L. Rep. 48 .....	12.23, 20.27
Bayview Motors Ltd. v. Mitsui Marine [2003] 1 Lloyd's Rep. 131; [2003] 1 Lloyd's Rep. 652 .....	12.2, 12.3, 12.5, 12.7
Bayview Motors Ltd. v. Mitsui Marine and Fire Insurance Co. Ltd [2003] 1 Lloyd's Rep. 131, .....	28.23
Becker Gray & Co. Ltd. v. London Assurance Corporation [1918] A.C. 101 ...	11.47, 11.53, 11.57
Bedfordshire Police Authority v. Constable [2009] Lloyd's Rep. IR 39; [2009] Lloyd's Rep. IR 607 .....	17.11, 17.15
Berens v. Rucker (1761) 1 Blackstone W. 313 .....	11.14
Beresford v. Royal Insurance Co Ltd [1938] AC 586, 595 .....	27.9
Berger v. Pollock [1973] 2 Lloyd's Rep. 442 .....	24.21
Bernisse, The [1920] 5 Ll.L. Rep. 359; [1920] P. 1; [1921] A.C. 458 .....	11.64–11.65

TABLE OF CASES

Black King Shipping Corporation and Wayang (Panama) S.A. v. Mark Ranald Massie (The Litsion Pride) [1985] 1 Lloyd’s Rep. 437 .....	3.15, 24.55, 26.11, 26.12–26.17, 26.20, 26.23, 27.25, 27.34, 29.22
Blane Steamships Ltd v. Minister of Transport [1951] 2 K.B. 965 .....	25.16
Bloomfield v. Springfield Hosiery Finishing Co Ltd [1972] 1 WLR 386 .....	16.9
Board of Trade v. Hain Steamship Company Ltd. [1929] A.C. 535 .....	6.20
Boggan (1923) 16 Ll.L.Rep. 64.....	17.27
Bombay and Persia Steam Navigation Company v. The Shipping Controller (1921) 7 Ll.L.Rep. 226.....	23.6
Booth v. Gair (1863) 15 C.B. (N.S.) 291 .....	22.7
Braconbush, The; United Scottish Insurance Company Ltd. v. British Fishing Vessels Mutual War Risks Association Ltd. (1945) 78 Ll.L.Rep. 70.....	28.41, 28.44
Bradley v. H. Newsom Sons & Co. [1919] A.C. 16 .....	25.14
Bradshawe v. Burton (1597) 79 E.R. 1227 .....	8.9
Brillante Virtuoso, The; Suez Fortune Investments Ltd v. Talbot Underwriting Ltd [2015] 1 Lloyd’s Rep. 651; [2019] EWHC 2599 (Comm) .....	19.26, 20.18, 20.19, 20.31, 22.8, 22.10, 24.55, 26.18, 27.4, 27.6
Britain Steamship Co. v. The King (The Petersham) (1919) 2 K.B. 670; (1920) 3 Ll.L.Rep. 163, 205; (1920) 4 Ll.L.Rep. 245; [1921] 1 A.C. 99.....	10.9, 11.12
British & Foreign Marine Insurance Co Ltd v. Gaunt [1921] 2 A.C. 41 .....	22.11
British and Foreign Marine Ins. Co. Ltd. v. Samuel Sanday & Co. [1916] 1 A.C. 650.....	11.13, 11.47, 12.3
Brotherston v. Barber (1816) 5 Mau. & Sel. 418.....	11.29
Brotherton v. Aseguradora Colseguros SA [2003] Lloyd’s Rep. I.R. 746 .....	24.35
Brown v. Smith (1813) 1 Dow 349 (1813) 3 E.R. 725 .....	20.24
Brownsville Holdings Ltd v. Adamjee Insurance Co (The Milasan) [2000] 2 Lloyd’s Reports 458.....	27.4
Bulchow Vaughan and Co. v. Compania Minera (1916) 32 T.L.R. 404.....	13.31–13.32
Bunga Melati Dua, The, Masefield AG v. Amlin Corporate Member Ltd [2010] 1 Lloyd’s Rep. 509; [2011] 1 Lloyd’s Rep. 630; [2011] 1 W.L.R. 2.....	11.40, 20.17, 20.32, 20.38, 22.11, 22.20, 25.3, 25.5
Burma Oil Company (Burma Trading) Ltd v. Lord Advocate [1965] A.C. 75.....	23.3
Butler v. Wildman (1820) 3 B. & Ald. 398 .....	11.57, 11.60, 14.6
C A Blackwell (Contractors) Ltd v. Gerling Allgemeine Versicherungs AG [2008] Lloyd’s Rep. IR 529 .....	27.9
Cameron v. HM Advocate [1971] JC 50; [1971] SLT 333.....	20.14, 20.25
Capricorn, The; Cepheus Shipping Corporation v. Guardian Royal Exchange Assurance Plc [1995] 1 Lloyd’s Rep. 622 .....	25.23
Captain Panagos DP, The; Continental Illinois National Bank & Trust Co. of Chicago and Xenophon Maritime SA v. Alliance Assurance Co. Ltd. [1989] 1 Lloyd’s Rep. 33 .....	27.5
Captain Stefanos, The; Osmium Shipping Corp v. Cargill International SA [2012] 2 Lloyd’s Rep. 46 .....	20.17
Carter v. Boehm (1766) 3 Burr 1905, 978 ER 1162.....	24.18

TABLE OF CASES

Castrique v. Imrie (1870) L.R. 4 H.L. 414 .....	23.11
Cendor MOPU, The [2011] 1 Lloyd’s Rep. 560 (SC).....	28.9, 28.10, 28.13
Cepheus Shipping Corporation v. Guardian Royal Exchange Assurance Plc (The Capricorn) [1995] 1 Lloyd’s Rep. 622.....	25.23
Clothing Management Technology Ltd v Beazley Solutions [2012] Lloyd’s Rep. IR 329 .....	17.5
CMA CGM SA v. Beteiligung (The Northern Pioneer) [2003] 2 Lloyd’s Rep. 212 .....	6.33
Cologan v. The Governor and Company of London Assurance (1816) 5 Mau. & S. 447.....	11.32
Compania Maritima of Barcelona v. Wishart (1918) 14 Asp. M.L.C. 298; (1918) 23 Com. Cas. 264 .....	28.32, 28.42
Compania Maritima San Basilio SA v. The Oceanus Mutual Underwriting Association (Bermuda) Ltd, 9The Eurysthenes) [1976] 2 Lloyd’s Rep. 171.....	24.6
Compania Naviera Martiartu v. The Royal Exchange Assurance Corporation [1923] 1 K.B. 651 .....	28.34
Connex South Eastern Ltd v. National Union of Rail Maritime and Transport Workers [1999] IRLR 249.....	16.1, 16.8
Continental Illinois National Bank & Trust Co. of Chicago and Xenofon Maritime SA v. Alliance Assurance Co. Ltd. (The Captain Panagos DP) [1989] 1 Lloyd’s Rep. 33 .....	27.5
Conway v. Gray (1809) 10 East 536.....	13.11
Cooper v. The General Fire & Life Assurance Corporation Ltd. (1922) 12 Ll.L. Rep. 514; (1922) 13 Ll.L.Rep. 219 .....	17.27, 17.33
Cory & Sons v. Burr (1881) 8 Q.B.D 313 (1882) 8 App. Cas. 393; (1882) 9 Q.B.D. 463; (1883) 8 App. Cas. 393.....	11.2, 11.10, 11.13, 11.14, 12.1, 12.2, 12.7, 12.15, 12.16, 12.17, 12.18, 12.19, 12.20, 12.21, 12.22, 13.3, 19.38, 21.2, 28.18
Cosco Bulk Carrier Co Ltd v. Team-Up Owning Co Ltd (The Saldanha) [2011] 1 Lloyd’s Rep. 187 .....	20.17
Costain-Blankevoort (U.K.) Dredging Co. Ltd. v. Davenport (The Nassau Bay) [1979] 1 Lloyd’s Rep. 395 .....	14.2, 15.5, 15.7
Court Line Ltd. v. The King (1945) 78 Ll.L.Rep. 390.....	25.15
Court Line v. Dant and Russell (1939) 44 Com. Cas. 345; (1939) 64 Ll.L.Rep. 212; (1939) 161 L.T. 35.....	12.9
Coxwold, The; Yorkshire Dale Steamship Co. Ltd. v. Minister of War Transport [1900] 2 Q.B. 339; [1942] A.C. 691; (1942) 73 Ll.L.Rep. 1; [1970] 2 Lloyd’s Rep. 365 .....	1.19, 6.1, 11.2
Crew Widgery & Co. v. Great Western Steamship Company (1887) W.N. 161 .....	23.18
Crudesky, The; Great Elephant Corporation v Trafigura Beheer BV [2012] 2 Lloyd’s Rep. 503 .....	3.26
Crystal, The [1894] A.C. 508, 519 .....	25.16
CTI v. Oceanus [1984] 1 Lloyd’s Rep. 476 .....	24.21
Curtis & Sons v. Matthew [1919] 1 K.B. 425.....	6.17, 7.1, 8.19
Czarnikow v. Leslie & Anderson (1941) 70 LL. Rep. 319.....	13.4
Dawson’s Field (1972).....	20.39

TABLE OF CASES

DC Merwestone, The; Versloot Dredging BV v. HDI Gerling Industrie Versicherung AG [2016] 2 Lloyd’s Rep. 198; [2017] A.C. 1 .....	26.13, 26.21, 27.22, 27.23, 27.26, 27.27, 27.31
De Hahn v. Hartley (1786) 1 Term Rep. 343; 99 ER 1130.....	24.76
Dean v. Hornby (1854) 3 E. & B. 180; 118 ER 1108.....	12.2, 20.35, 20.36, 25.3
Demetra K, The; Kiriacoulis Lines SA v. Compagnie d’Assurances Maritimes Aeriennes et Terrestres (CAMAT), [2002] 2 Lloyd’s Rep. 581 .....	18.23
Discaria, The; Islamic Republic of Iran Shipping Lines v. P. & O. Bulk Shipping [1985] 2 Lloyd’s Rep. 489, 493 .....	3.22
Dobson v General Accident Fire & Life Ass Corpn [1990] 1 QB 274.....	17.5
Doelwyk, The; Ruys v. Royal Exchange Assurance Corporation [1897] 2 Q.B. 135 .....	11.34, 11.41, 25.10, 26.17
Dora, The; Inversiones Manria SA v. Sphere Drake Insurance Co Malvern Insurance Co and Niagara Fire Insurance Co, [1989] 1 Lloyd’s Rep. 69.....	24.35
Douglas, The (1882) 7.P.D. 151 .....	25.16
Driefontein Consolidated Gold Mines Ltd. v. Janson [1900] 2 QB 339.....	6.5, 13.2
Drinkwater v. The Corporation of the London Assurance (1767) 2 Wils. K.B. 363 .....	8.11, 8.15, 8.19
Economides v. Commercial Union [1998] QB 587 .....	24.29, 24.30, 24.43
Eide UK Ltd v. Lowndes Lambert Group Ltd [1999] QB 199.....	24.8
El Champion, El Challenger, and El General; Pacific Navigation Corporation of Monrovia v. Islamic Republic of Iran Shipping Lines [1985] 2 Lloyd’s Rep. 275 .....	3.21
Elena G, The [2001] 2 Lloyd’s Rep. 378 .....	24.20
Eleni P, The; Eleni Shipping Ltd v. Transgrain Shipping BV, [2019] 2 Lloyd’s Rep. 265 .....	20.17
Eleni Shipping Ltd v. Transgrain Shipping BV (The Eleni P) [2019] 2 Lloyd’s Rep. 265 .....	20.17
Elfie A Issaias v. Marine Insurance Co Ltd (1923) 15 Ll L Rep. 186 .....	19.35
Empresa Cubana de Fletes v. Kissavos Shipping Company S.A. (The Agathon) (No. 2) [1984] 2 Lloyd’s Rep. 183 .....	3.23
European Group Ltd and Others v. Chartis Insurance [2012] Lloyd’s Rep. IR 603 ....	28.45
Eurysthenes, The; Compania Maritima San Basilio SA v. The Oceanus Mutual Underwriting Association (Bermuda) Ltd, [1976] 2 Lloyd’s Rep. 171 .....	24.6
F.A. Tamplin Steamship Company v. Anglo-Mexican Petroleum Products Co Ltd [1916] 2 A.C. 397 .....	13.4
Field v. Receiver of Metropolitan Police [1907] 2 K.B. 853, 860.....	17.2
Finlay v. The Liverpool and Great Western Steamship Company (1870) 22 L.T. 251 .....	23.18
Flota Merchante Dominicana C. Por. A, Owner of the “Santo Domingo” v. American Manufacturers Mutual Insurance Company [1970] A.M.C. Vol II, 1687.....	23.5
Forestral Land, Timber & Railways Company v. Rickards (The Minden) (1940) 67 Ll.L.Rep. 484; (1940) 68 Ll.L.Rep. 45 (C.A.); (1941) 70 Ll.L.Rep. 173; [1942] A.C. 50 (H.L.).....	11.11, 11.46, 11.56, 12.44, 13.23, 25.6, 25.10
Forsikringsaktieselskapet Vesta v. Butcher [1989] AC 852 .....	24.53

TABLE OF CASES

Forster v. Christie (1809) 11 East 205.....	13.4, 13.8
France Fenwick and Company Limited v. The King [1927] 1 K.B. 458.....	23.6
Galloway v. Guardian Royal Exchange (UK) Ltd [1999] Lloyd’s Rep. IR 209.....	27.24
Galoo Ltd v. Bright Grahame Murray [1994] 1 WLR 1360.....	28.12
Geipel v. Smith (1871-72) L.R. 7 Q.B. 404.....	13.3, 13.4
Girl Pat, The; Marstrand Fishing Co Ltd v. Beer (1936) 56 Ll L Rep. 163, 170.....	20.24
Gold Sky, The; Astrovlanis Compania Naviera SA v. Linard [1972] 1 Lloyd’s Rep. 331, 333–334; 2 Lloyd’s Rep. 582.....	22.11, 27.5
The Good Luck; Bank of Nova Scotia v. Hellenic Mutual War Risks Association (Bermuda) Ltd. [1988] 1 Lloyd’s Rep. 514; [1989] 2 Lloyd’s Rep. 239 (C.A.); [1991] 2 Lloyd’s Rep. 191 (H.L.); [1992] 1 AC 233.....	24.54, 24.55, 24.62, 24.64
Gordon v. Rimmington (1807) 1 Camp. 123.....	11.60
Goss v. Withers (1758) 2 Burr. 683; (1758) 2 Keny 325.....	11.14, 11.15, 11.16, 11.17, 11.19, 11.33
Great Elephant Corporation v Trafigura Beheer BV (The “Crudesky”) [2012] 2 Lloyd’s Rep. 503.....	3.26
Great Indian Peninsular Railway Company v. Saunders (1862) 2 B. & S. 266.....	22.7
Grecia Express, The; Strive Shipping Corp v. Hellenic Mutual War Risks Assocn (Bermuda) Ltd [2002] 2 Lloyd’s Rep. 88; [2003] 1 CLC 40.....	19.2, 19.11, 19.14, 19.34, 19.35, 22.12, 24.36
Green v. British India Steam Navigation Co., British India Steam Navigation Co. v. Liverpool & London War Risks Association (The Matiana) (1920) 3 Ll.L.Rep. 205; (1920) 4 Ll.L.Rep. 245; [1921] 1 A.C.99.....	10.9
Green v. Brown (1743) 2 Strange 1199.....	1.9, 25.24, 28.27, 28.37
Green v. Elmslie (1784) QB 57.....	28.14, 28.17
Greene v. Pacific Murual Life Insurance Company (1864) 91 Mass. (9 Allen) 217.....	12.5, 12.39, 12.42
Greenock Steamship Co . Maritime Ins Co, Ltd [1903] 1 KB 367; [1903] KB 657.....	26.4, 26.5
Grell-Taurel Ltd v. Caribbean Home Insurance Company Ltd [2002] Lloyd’s Rep. IR 655.....	8.34, 8.37, 8.38, 17.34
Grunwick Processing Laboratories Ltd v. ACAS [1978] AC 655.....	16.11
Gunvor SA v Crugas Yemen Ltd [2018] EWHC 2061 (Comm).....	3.27
Hadkinson v. Robinson (1803) 3 Bos. & Pul. 388.....	11.47, 11.48, 11.50, 11.55, 11.57, 13.8
Hahn v. Corbett (1824) 2 Bing. 205.....	11.39, 28.16, 28.17
Hai Hsuan, The [1957] 1 Lloyd’s Rep. 428; [1958] 1 Lloyd’s Rep.351.....	12.5, 12.41
Hamilton v. Mendes (1761) 2 Burr. 683; (1761) 2 Burr. 1198; (1761) 2 Burr. 1199.....	11.16, 11.21, 11.22, 11.23, 25.10, 25.11, 26.17
Handelsbanken ASA v. Dandridge (The Aliza Glacial) [2002] 2 Lloyd’s Rep. 421.....	11.6, 22.12, 23.2, 23.17, 23.23, 23.26
Hartford (1924) 295 F. 663.....	17.33
Havelock v. Hancill (1783) 3 Term Rep. 277; (1783) 3 Term Rep. 377.....	12.15, 12.16, 12.17, 13.3
Highlands Insurance Co v. Continental Insurance Co [1987] 1 Lloyd’s Rep. 109.....	24.31

TABLE OF CASES

HIH Casualty & General Ins Ltd v. AXA Corporate Solutions [2003] Lloyd’s Rep. I.R. 1 .....	24.67
HIH Insurance & General Insurance Ltd v. Chase Manhattan Bank [2003] Lloyd’s Rep. IR 230.....	24.22, 24.27
Home Insurance Company of New York v. Davila 212 F. (2d) 731 (1952) .....	8.25, 8.27, 8.29, 8.31
Hood v. West End Motor Car Packing Company[1917] 2 K.B. 38.....	26.6, 26.17
Houstman v. Thornton (1816) Holt N.P. 242.....	25.9
Ide v. ATB Sales Ltd [2008] EWCA Civ 424 .....	28.7, 28.48
IF P & C Insurance Ltd (Publ) v. Silversea Cruises Ltd, The Silver Cloud [2004] Lloyd’s IR 696 .....	6.41, 18.2, 18.18
Ikerigi Compania Naviera S.A. v. Palmer (The Wondrous) [1991] 1 Lloyd’s Rep. 400; [1992] Lloyd’s Rep. 566 .....	11.6, 13.1, 13.3, 13.7, 13.8–13.10, 23.12, 23.16, 23.25, 25.23
In re Etherington and the Lancashire and Yorkshire Accident Insurance Co [1909] 1 KB 591 .....	28.10
Incorporated General Insurances Ltd v. A.R. Shooter t/a Shooter’s Fisheries (The Morning Star) [1987] 1 Lloyd’s Rep. 401 .....	21.2
Integrated Container Service Inc v. British Traders Insurance Co Ltd [1981] 2 Lloyd’s Rep. 460; [1984] 1 Lloyd’s Rep. 154.....	22.3, 22.8, 30.2
International Dairy Engineering Company of Asia v. American Home Assurance Company [1971] A.M.C. 1001 .....	10.11
Inversiones Manria SA v. Sphere Drake Insurance Co Malvern Insurance Co and Niagara Fire Insurance Co, The Dora [1989] 1 Lloyd’s Rep. 69.....	24.35
Ionides v. Pender (1873-74) LR 9 QB 531 .....	24.7
Ionides v. The Universal Marine Insurance Co. (1863) 14 C.B. (N.S.) 259 .....	1.10, 14.2, 14.3
Irvine v. Hine [1950] KB 55; [1950] KB 555, 568 .....	24.6, 25.6
Islamic Republic of Iran Shipping Lines v. P. & O. Bulk Shipping (The Discaria) [1985] 2 Lloyd’s Rep. 489, 493 .....	3.22
Islamic Republic of Iran Shipping Lines v. Zannis Compania Naviera S.A. (The Tzelepi) [1991] 2 Lloyd’s Rep. 265.....	3.25
Isothel, The; Wood v. Associated National Insurance Company Ltd.,[1985] 1 Qd R 297.....	27.14
J. Vermaas Scheepvaartbedrijf N.V. v. Association Technique de L’Importation Charbonniere (The Laga) [1966] 1 Lloyd’s Rep. 582.....	16.6, 16.7
John Cory & Sons v. Burr (1883) 8 App Cas 393.....	8.5, 28.13
Johnston & Co v. Hogg (1883) 10 Q.B.D. 432 .....	12.2, 12.13, 12.14, 13.2
Jones v. Schmoll (1785) 1 Term Rep. 130.....	12.9
Kacianoff v. China Traders Insurance Co. Ltd. [1914] 3 K.B. 1121.....	11.51, 11.55
Kairos Shipping and another v. Enka 7 Co. LLC and others, The Atlantik Confidence [2016] 2 Lloyd’s Reports 525 .....	27.4
Kaltenbach v. Mackenzie (1878) 3 C.P.D. 467.....	25.4, 25.8
Kausar v. Eagle Star Insurance Co Ltd [2000] Lloyd’s Rep. IR 154, 157.....	24.26

TABLE OF CASES

Kawasaki Kisen Kabushiki Kaisha v. Bantham Steamship Co. Ltd. (No. 2) [1939] 2 K.B. 544; [1939] 63 Ll.L.Rep. 155.....	5.8, 6.7, 8.7, 18.2
Kelly v. Norwich Union Fire Ins Society Ltd [1990] 1 W.L.R. 139.....	28.8
Kidston v. The Empire Marine Insurance Company (1867) L.R. 2 C.P. 357.....	22.5, 22.7
Kilduff v. Tower Insurance [2018] Lloyd’s Rep. IR 621; [2018] NZHC 704.....	24.51
Kiriacoulis Lines SA v. Compagnie d’Assurances Maritimes Aeriennes et Terrestres (CAMAT), The Demetra K [2002] 2 Lloyd’s Rep. 581.....	18.23
Kleinwort v. Shepard (1859) 1 El. & El. 447; (1859) 28 L.J.Q.B. 147.....	12.2, 12.6, 12.37, 12.39
Sunport Shipping Ltd. v. Tryg-Baltica International UK Ltd. (The Kleovoulas of Rhodes) [2003] 1 Lloyd’s Rep. 138.....	13.35, 23.2, 23.16
Kler Knitwear Ltd v. Lombard General Insurance Co Ltd [2000] Lloyd’s Rep. IR 47.....	24.75
Kulukundis v. Norwich Union Fire Insurance Society Ltd (1936) Ll.L. Rep. 55; [1937] 1 K.B. 1.....	25.23
Kuwait Airways Corp. v. Kuwait Insurance Co. SAK [1996] 1 Lloyd’s Rep. 664, 687; [1997] 2 Lloyd’s Rep. 687 (C.A.); [1999] 1 Lloyd’s Rep. 803.....	5.3, 8.39, 11.12, 12.2, 12.24, 12.26, 20.34, 20.39, 22.1, 22.9, 23.3
Laga, The; J. Vermaas Scheepvaartbedrijf N.V. v. Association Technique de L’Importation Charbonniere [1966] 1 Lloyd’s Rep. 582.....	16.6, 16.7
Langdale v. Mason (1780) 1 Bennett’s Fire Insurance Cases 16.....	8.14, 8.23, 8.39, 17.21, 17.23, 17.26, 17.28
Levy v. Assicurazione Generali (1940) 67 Ll.L.Rep. 174; (1940) A.C. 791.....	17.23
Leyland Shipping Co. v. Norwich Union Fire Insurance Society [1918] A.C. 350.....	14.2, 28.9, 28.19–28.25
Liberian Insurance Agency Inc. v. Mosse [1977] 2 Lloyd’s Rep. 560.....	26.7, 26.11, 26.18
Lindsay Pirie v. The General Accident Fire & Life Assurance Corporation Limited [1014] S.A.R. (App.D) 574.....	17.30
Linelevel Ltd v. Powszechny Zaklad Ubezpieczen SA (the Nore Challenger) [2005] 2 Lloyd’s Rep. 534.....	22.7
Litsion Pride, The; Black King Shipping Corporation and Wayang (Panama) S.A. v. Mark Ranald Massie [1985] 1 Lloyd’s Rep. 437.....	3.15, 24.55, 26.11, 26.12–26.17, 26.20, 26.23, 27.25, 27.34, 29.22
Liverpool and London War Risks Association Limited v. Ocean Steamship Co. Limited [1948] A.C. 243.....	14.2
Livie v. Janson (1810) 12 East 648.....	12.15, 28.15, 28.17
Lohre v. Aitchikson (1878) 3 QBD 558.....	22.8
London & Lancashire Fire Insurance Co. v. Bolands [1924] AC 836.....	17.6
London and Manchester Plate Class Company Limited v. Heath [1913] 3 KB 411.....	17.24
Longchamp, The; Mitsui & Co Ltd v. Beteiligungsgesellschaft LPG Tahkerflotte mbH & Co KG [2018] 1 Lloyd’s Rep. 1.....	20.17
Lozano v. Janson (1859) 2 E. & E. 160.....	26.17
Lubbock v. Rowcroft (1803) 5 Esp. 50.....	11.50, 11.57, 13.4, 13.8
Mandarin Star, The; Nishina Trading Co. Ltd. v. Chiyoda Fire & Marine Insurance Co. Ltd. (The Mandarin Star) [1969] 1 Lloyd’s Rep. 293; [1969] 2 Q.B. 449.....	11.1, 12.46, 16.3, 19.7, 19.13, 19.39

TABLE OF CASES

Manifest Shipping v. Uni-Polaris, The Star Sea [2003] 1 AC 469.....	26.20, 27.22, 27.34
Mann v Lexington Ins Co [2001] Lloyd’s Rep. IR 179 .....	17.36
Maria, The (1799) 1 C. Rob. 340 .....	12.29
Marine Transport Overseas GmbH v. Unitramp and Others (The Antaios) [1981] 2 Lloyd’s Rep. 284 .....	3.20
Marstrand Fishing Co Ltd v. Beer (The Girl Pat) (1936) 56 Ll L Rep. 163, 170.....	20.24
Martiartu case.....	28.47
Masefield AG v. Amlin Corporate Member Ltd (The Bunga Melati Dua) [2010] 1 Lloyd’s Rep. 509; [2011] 1 Lloyd’s Rep. 630; [2011] 1 W.L.R. 2.....	11.40, 20.17, 20.32, 20.38, 22.11, 22.20, 25.3, 25.5
Matiana, The; Green v. British India Steam Navigation Co., British India Steam Navigation Co. v. Liverpool & London War Risks Association (1920) 3 Ll.L. Rep. 205; (1920) 4 Ll.L.Rep. 245; [1921] 1 A.C.99 (H.L.).....	10.9
Mauran v. Insurance Co, 6 Wall. 1 (1867) (Supreme Court of the United States).....	11.13
McGregor v. Prudential [1998] 1 Lloyd’s Rep. 112 .....	27.4
McKeever v. Northernreef Ins Co SA [2019] 5 WLUK 444.....	19.24, 19.26
Melinda Holdings Sa v. Hellenic Mutual War Risks Association (Bermuda) Ltd (The Silva) [2011] 2 Lloyd’s Rep. 141; [2011] 2 Lloyd’s Rep. 470... ..	22.12, 23.2, 23.20, 23.26
Michael, The; Piermay Shipping Co SA v. Chester [1979] 1 Lloyd’s Rep. 55.....	27.10
Michalos v. Prudential Insurance (The Zinovia) [1984] 2 Lloyd’s Rep. 264, 273 .....	27.4
Middows v. Robertson (The Wangoni) (1940) 67 Ll.L.Rep. 484; (1940) 68 Ll.L. Rep. 45; (1941) 70 Ll.L.Rep. 173; [1942] A.C. 50 .....	11.11, 11.46, 11.56, 13.23
Milasan, The; Brownsville Holdings Ltd v. Adamjee Insurance Co, [2000] 2 Lloyd’s Reports 458 .....	27.4
Miller v. The Law Accident Insurance Co. [1902] 2 K.B. 694 [1903] 1 K.B. 712; [1904] A.C. 359 .....	3.15–3.16, 11.4, 11.13, 12.2, 12.27, 13.3, 13.5, 13.6, 13.7, 13.8, 13.19, 23.18
Minden, The; Forestal Land, Timber & Railways Company v. Rickards (1940) 67 Ll.L.Rep. 484; (1940) 68 Ll.L.Rep. 45 (C.A.); (1941) 70 Ll.L.Rep. 173; [1942] A.C. 50 (H.L.) .....	11.11, 11.46, 11.56, 12.44, 13.23, 25.6, 25.10
Miss Jay Jay, The [1987] 1 Lloyd’s Rep. 32.....	28.13
Mitrovich Bros. & Co. v. Merchants Marine Insurance Company Ltd. (1922) 12 Ll.L. Rep. 451; (1923) 14 Ll.L.Rep. 25 .....	28.39
Mitsui & Co Ltd v. Beteiligungsgesellschaft LPG Tankerflotte mbH & Co KG, The Longchamp [2018] 1 Lloyd’s Rep. 1.....	20.17
Mitsui Sumitomo Ins Co v. The Mayor’s Office [2014] Lloyd’s Rep. 20; [2014] Lloyd’s Rep. 612 .....	17.6, 17.16, 17.18, 17.19
Morning Star, The; Incorporated General Insurances Ltd v. A.R. Shooter t/a Shooter’s Fisheries [1987] 1 Lloyd’s Rep. 401 .....	21.2
Mozambique case .....	8.39
Munro Brice & Co. v. F.W. Marten [1918] 2 K.B. 78; [1920] KB 24; (1920) 2 Ll.L. Rep. 2 .....	25.24, 28.30, 28.33
Munro Brice & Co. v. The Crown (1920) 2 Ll.L.Rep. 2 .....	28.30, 28.33, 28.42
Munro Brice & Co. v. War Risks Association Limited and Others [1918] 2 K.B. 78.....	1.30, 28.28

TABLE OF CASES

Nassau Bay, The; Costain-Blankevoort (U.K.) Dredging Co. Ltd. v. Davenport [1979] 1 Lloyd’s Rep. 395 .....	14.2, 15.5, 15.7
National Oil Company of Zimbabwe (Private) Ltd. and Others v. Sturge [1991] 2 Lloyd’s Rep. 28; [1991] 2 Lloyd’s Rep. 281 .....	6.9, 7.3, 7.12, 8.29
National Oilwell (UK) Ltd v. Davy Offshore Ltd [1993] 2 Lloyd’s Rep. 582 .....	22.11
Navigators Insurance Co Ltd v. Atlasnavios-Navegacao Lda (formerly Bnavios- Navegacao Lda) (The B Atlantic) [2012] 1 Lloyd’s Rep. 629; [2015] 1 Lloyd’s Rep. 117; [2016] Lloyd’s IR 565 (CA); [2016] 2 Lloyd’s Rep. 351; [2017] 1 W.L.R. 1303; [2018] 2 Lloyd’s Rep. 1; [2018] 2 WLR 1671 (SC); [2019] A.C. 136 .....	5.1, 8.4, 8.5, 11.3, 18.10, 19.4–19.6, 19.18, 19.20, 19.24, 19.25, 19.26, 19.28, 19.34, 19.36, 19.38, 21.2, 22.9, 22.10, 22.13, 22.16, 23.2, 23.11, 23.13, 23.14, 23.15, 23.16, 23.23, 23.26, 25.10, 28.10, 28.11, 28.13
Naylor v. Palmer (1853) 8 Ex. 739 (1854) 10 Ex. 382 .....	12.6, 12.36
Naylor v. Taylor (1829) 9 B. & C. 718 .....	11.30
Nederlands American Steamship Co. v. H.M. Procurator-General (The Sommelsdijk) [1925] 22 Ll.L.Rep. 358; [1925] 23 Ll.L.Rep. 119; [1926] 1 K.B. 84; (1925) 22 Ll.L.Rep. 358; (1925) 23 Ll.L.Rep. 119 .....	11.63, 11.66, 11.70
Nesbitt v Lushington (1792) 4 Term Rep. 783 .....	12.33, 12.35
Netherlands Insurance Co. Est. 1845 Ltd v. Ljungberg & Co A.B. [1986] 2 Lloyd’s Rep. 19, Privy Council .....	22.3
New Horizon, The; Tramp Shipping Corporation v. Greenwich Marine Inc. [1975] 2 Lloyd’s Rep. 314 .....	16.8
NGN Ltd v. SOGAT’82 [1987] I.C.R. 181 .....	16.12
Nishina Trading Co. Ltd. v. Chiyoda Fire & Marine Insurance Co. Ltd. (The Mandarin Star) [1969] 1 Lloyd’s Rep. 293; [1969] 2 Q.B. 449 ...	11.1, 12.46, 16.3, 19.7, 19.13, 19.39
Noble Resources Ltd v. Greenwood (The Vasso) [1993] 2 Lloyd’s Rep. 309 .....	22.2, 22.11, 29.20
Norris v. London Fire & Emergency Planning Authority [2013] ICR 819 .....	16.1, 16.8
North Star Shipping Ltd v. Sphere Drake Ins Plc (The North Star) [2006] 2 Lloyd’s Rep. 183; [2006] 1 CLC 606 .....	19.2, 19.16, 24.15, 24.16, 24.32, 24.37
Northern Pioneer, The; CMA CGM SA v. Beteiligung [2003] 2 Lloyd’s Rep. 212 .....	6.33
Oceanic SN Co v. Evans (1934) 40 Com. Cas. 108 .....	5.16
Oinoussian Virtue, The; Schiffahrtsgesellschaft Hamburg Middle East Line GmbH v. Virtue Shipping Corporation (No. 2) [1981] 2 Lloyd’s Rep. 300 .....	3.20
Olivera v. Union Insurance Company (1818) 16 U.S. (Wheat.) 183, US Supreme Court .....	13.5
Orakpo v. Barclays Insurance Services Co Ltd [1995] LRLR 443, 451 .....	27.24
Orient Insurance Company v. Adams 123 U.S. 67 (1887) .....	27.13
Osmium Shipping Corp v. Cargill International SA (The Captain Stefanos) [2012] 2 Lloyd’s Rep. 46 .....	20.17
Overseas Commodities Limited v. Style [1958] 1 Lloyd’s Rep. 546 .....	26.10
Owners of the Bamburi v. Compton (The Bamburi) [1982] 1 Lloyd’s Rep. 312 .....	12.4, 12.27, 13.3, 13.7, 13.13–13.14, 13.29–13.30, 25.6
P Samuel & Co Ltd v. Dumas [1924] AC 431, 467 .....	19.38

TABLE OF CASES

Pacific Basin IHX Ltd v. Bulkhandling Handymax AS (The Triton Lar) [2012] 1 Lloyd’s Rep. 151 .....	20.17
Pacific Navigation Corporation of Monrovia v. Islamic Republic of Iran Shipping Lines (The “EL CHAMPION,” “EL CHALLENGER” and “EL GENERAL”) [1985] 2 Lloyd’s Rep. 275 .....	3.21
Pan American World Airways Inc v. The Aetna Casualty & Surety Co. [1974] 1 Lloyd’s Rep. 207; [1975] 2 Lloyd’s Rep. 77.....	1.20, 1.29, 8.2, 8.3, 8.16, 8.27–8.28, 10.13, 16.2, 17.9, 17.31, 17.32, 17.33
Pan Atlantic Ins Co Ltd v. Pine Top Ins Co Ltd [1995] 1 AC 501 .....	24.7, 24.10, 24.21, 24.23
Panamanian Oriental SS Corporation v. Wright (The Anita) [1970] 2 Lloyd’s Rep. 365; [1970] 2 Lloyd’s Rep. 371; [1971] 2 Lloyd’s Rep. 487, 491; [1971] 1 W.L.R. 882 .....	1.20, 12.6, 13.8, 19.37, 20.1, 21.2, 23.2, 23.11, 23.15, 23.16, 23.19, 23.21, 25.19
Papadimitriou v. Henderson (1939) 64 LILL Rep. 345 .....	27.19
Patterson v. Ritchie (1815) 4 Mau. & Sel. 393 .....	11.28
PCW Syndicates v. PCW Reinsurers [1996] 1 Lloyd’s Rep. 241, 253 .....	24.19
Peracomo Inc v. Telus Communications Co. (The Realice) [2014] 2 Lloyd’s Rep. 315 .....	27.16, 27.35
Pesqueras y Secaderos de Bacalao de Espana S.A. v. Beer [1949] 1 All E.R. 845; (1945–1946) 79 Ll.L. Rep. 417; (1946–1947) 80 Ll.L.Rep. 318; (1948–1949) 82 Ll.L.Rep. 501 .....	5.5, 6.4, 6.12, 7.1–7.2, 8.5, 25.19
Petersham, The; Britain S.S. Co. v. Rex (1920) 3 Ll.L.Rep. 163, 205; (1920) 4 Ll.L.Rep. 245; [1921] 1 A.C. 99 .....	10.9
Petros M. Nomikos Ltd. v. Robertson (1939) 64 Ll.L.Rep. 45.....	25.6
Phoenix Shipping Company v. Apex Shipping Corporation (The Apex) [1982] 2 Lloyd’s Rep. 407 .....	3.24
Piermay Shipping Co SA v. Chester (The Michael) [1979] 1 Lloyd’s Rep. 55 .....	27.10
Pink v. Fleming (1890) 25 QBD 396.....	28.9
Polurrian Steamship Co. Ltd. v. Young [1915] 1 K.B. 922 .....	12.6, 22.9, 25.6, 25.10
Polzeath, The [1916] P. 117 .....	31.10
Popi M, The; Rhesa Shipping Co. S.A. v. Herbert David Edmunds and Others [1985] 1 W.L.R. 948; [1985] 2 All E.R. 712 (H.L.); [1985] 2 Lloyd’s Rep. 1 .....	28.7, 28.38, 28.45, 28.46
Porter v. Zurich Insurance [2010] Lloyd’s Rep. IR 373.....	19.28
Powell v. Hyde (1855) 5 E. & B. 607 .....	11.14, 12.10, 12.11
Qdime Ltd v. Bath Building (Swindon) Management Company Ltd [2014] 3 EGLR 18; [2014] UIUT 0261 (LC).....	18.14
R v. Dawson (1696) St Tr 5 .....	20.14
R. v. Gordon (1781) 21 St. Tr. 485.....	8.9
R v. Gul [2013] UKSC 64 .....	18.9
R v. Lewis [2014] 2 Cr App R (S) 27 .....	17.8
R. v. Messenger (1668) 84 E.R. 1087.....	8.9
R. v. W (N) [2010] 1 WLR 1426.....	17.13, 17.15
Rainy Sky SA v. Kookmin Bank [2011] 1 WLR 2900.....	5.5
Rankin v. Potter (1873) 2 Asp. 65; (1873) L.R. 6 H.L. 83.....	25.23

TABLE OF CASES

Re George v. The Goldsmiths and General Burglary Insurance Association Ltd. [1899] 1 QB 595 .....	5.7
Re Piracy Jure Gentium [1934] AC 586 .....	20.16, 20.20
Realice, The; Peracom Inc v. Telus Communications Co. [2014] 2 Lloyd’s Rep. 315 .....	27.16, 27.35
Rendall v. Combined Ins Co of America [2006] Lloyd’s Rep. IR 732.....	24.30
Renos, The; Sveriges Angfartygs Assurans Forening (The Swedish Club) v. Connect Shipping Inc (2019) UKSC 29.....	22.18, 25.5, 25.6, 25.8, 25.10
Republic of Bolivia v. Indemnity Mutual Marine Insurance Co. Ltd. [1909] 1 K.B. 785 .....	5.8, 6.9, 12.23, 20.10, 20.13, 20.15, 20.19, 20.30, 20.43
Reynolds v. Phoenix Assurance Co Ltd [1978] 2 Lloyd’s Rep. 440, 460.....	24.34
Rhesa Shipping Co. S.A. v. Fenton Insurance Co. Ltd [1985] 1 W.L.R. 948; [1985] 2 All E.R. 712 (H.L.); [1985] 2 Lloyd’s Rep. 1 .....	28.38
Rhesa Shipping Co. S.A. v. Herbert David Edmunds and Others (The Popi M) [1985] 1 W.L.R. 948; [1985] 2 All E.R. 712; [1985] 2 Lloyd’s Rep. 1 ...	28.7, 28.38, 28.45, 28.46
Rickards v. Forestal Land Co Ltd [1942] A.C. 50 .....	22.9, 25.6, 25.10, 26.17
Robertson v. Petros M. Nomikos Ltd [1939] A.C. 371 .....	25.8
Robinson Gold Mining Company & Others v. Alliance Insurance Company [1901] 2 K.B. 919; [1902] 2 K.B. 489; [1904] A.C. 359.....	11.13, 12.2, 12.27, 12.28, 13.15, 31.3
Rodocanachi v. Elliott (1872-73) L.R. 8 C.P. 649; (1873-74) L.R. 9 C.P. 518 .....	11.13, 11.31, 11.34, 11.41, 13.2, 13.3, 13.4, 13.5
Rogers v. Whitaker [1917] KB 942; [1917] 1 K.B. 942 .....	8.18, 8.24
Rohl v. Parr (1796) 1 Esp. 445; (1796) The Times, 10 March .....	12.9
Rotch v. Edie (1795) 6 T.R. 413 .....	13.8, 13.13
Roura & Forgas v. Townend [1919] 1 K.B. 189 .....	25.13
Roux v. Salvador (1836) 3 Bing NC 266 .....	25.3, 25.9
Royal Boskalis Westminster NV v. Mountain [1997] LRLR 523; [1999] QB 674 .....	22.1, 22.5, 22.7, 22.8, 22.14, 22.15, 22.17, 22.19, 25.6
Russian Bank for Foreign Trade v. Excess Insurance Co Ltd [1918] 2 KB 123; [1919] 1 KB 39.....	23.3
Ruys v. Royal Exchange Assurance Corporation (The Doelwyk) [1897] 2 Q.B. 135 .....	11.34, 11.41, 25.10, 26.17
Saldanha, The; Cosco Bulk Carrier Co Ltd v. Team-Up Owning Co Ltd [2011] 1 Lloyd’s Rep. 187 .....	20.17
Salem, The; Shell International Petroleum Co. Ltd. v. Caryl Antony Vaughan Gibbs [1981] 2 Lloyd’s Rep. 316, 328; [1982] 1 Lloyd’s Rep. 369; [1982] QB 946, 986; [1983] 1 Lloyd’s Rep. 342; [1983] 2 A.C. 375.....	11.1, 11.11, 12.5, 12.43–12.45, 17.9, 19.7, 19.9, 19.13, 19.25, 20.15
Samuel v. Dumas [1924] AC 431, 445–446.....	27.8
Sanday v. British & Foreign Marine Insurance Co. [1915] 2 K.B. 781; [1916] 1 A.C. 650.....	1.17, 11.53, 11.55, 12.8, 13.20, 13.22, 13.23, 23.19
Schiffahrtsagentur Hamburg Middle East Line GmbH v. Virtue Shipping Corporation (The Oinoussian Virtue) (No. 2) [1981] 2 Lloyd’s Rep. 300 .....	3.20
Scott v. Copenhagen Reinsurance Co UK Ltd [2003] Lloyd’s Rep. 696 .....	20.39

TABLE OF CASES

Seavision Investments S.A. v. Norman Thomas Evenett and Others (The Tiburon)  
 [1990] 2 Lloyd’s Rep. 418 ..... 3.25

Seeberg v. Russian Wood Agency Ltd (1934) 40 Ll.L. Rep. 146, 16.7

Shell International Petroleum Co. Ltd. v. Caryl Antony Vaughan Gibbs  
 (The Salem) [1981] 2 Lloyd’s Rep. 316, 328; [1982] 1 Lloyd’s Rep. 369;  
 [1982] QB 946, 986; [1983] 1 Lloyd’s Rep. 342; [1983] 2 A.C. 375 ..... 11.1, 11.11, 12.5,  
 12.43–12.45, 17.9, 19.7, 19.9, 19.13, 19.25, 20.15

Shepherd v. Henderson (1881) 7 App. Ca. 49 ..... 26.17

Silva, The, Melinda Holdings Sa v. Hellenic Mutual War Risks Association (Bermuda)  
 Ltd [2011] 2 Lloyd’s Rep. 141; [2011] 2 Lloyd’s Rep. 470..... 22.12, 23.2, 23.20, 23.26

Silver Cloud, The; IF P & C Insurance Ltd (Publ) v. Silversea Cruises Ltd, [2004]  
 Lloyd’s IR 696 ..... 6.41, 18.2, 18.18

Smith v. Land & House Property Corporation (1884) 28 ChD 7..... 24.29

Smith v. MV “Ross Revenge” [2017] 2 Lloyd’s Rep. 288 ..... 25.16

Societe Belge des Betons S.A. v. London and Lancashire Insurance Co. Ltd. [1938]  
 2 All E.R. 305; [1938] 60 Ll.L. Rep. 225; [1938] 158 L.T. 352..... 12.34, 25.6

Sommelsdijk, The; Nederlands American Steamship Co. v. H.M. Procurator-General,  
 [1925] 22 Ll.L.Rep. 358; [1925] 23 Ll.L.Rep. 119; [1926] 1 K.B. 84; (1925) 22  
 Ll.L.Rep. 358; (1925) 23 Ll.L.Rep. 119 ..... 11.63, 11.66, 11.70

Southern Rock Insurance Co Ltd v. Hafeez [2017] CSOH 127; [2018] Lloyd’s  
 Rep. IR 207..... 24.2

Spinney’s (1948) Ltd. and Others v. Royal Insurance [1980] 1 Lloyd’s  
 Rep. 406..... 1.29, 5.5, 6.4, 7.4–7.12, 7.13, 7.15, 8.2, 8.8, 8.18, 8.20, 8.21,  
 8.22, 8.31, 8.33, 8.36, 9.1, 9.3, 17.23, 17.28, 17.36, 18.2, 18.26

St. Paul’s Fire & Marine Insurance Co. v. Morice (1906) 11 Com Cas. 153..... 13.19

Star Sea, The; Manifest Shipping v. Uni-Polaris, [2003] 1 AC 469..... 26.20, 27.22, 27.34

State of the Netherlands v. Youell [1998] 1 Lloyd’s Rep. 236 ..... 22.11

State Trading Corporation of India v. M. Golodetz Ltd [1989] 2 Lloyd’s  
 Rep. 277, 287 ..... 24.61

Stringer v. English & Scottish Marine Insurance Co Ltd (1869) LR 4 QB 676..... 20.38

Strive Shipping Corp v. Hellenic Mutual War Risks Assocn (Bermuda) Ltd  
 (The Grecia Express) [2002] 2 Lloyd’s Rep. 88; [2003] 1 CLC 40.... 19.2, 19.11, 19.14,  
 19.34, 19.35, 22.12, 24.36

Suart v. Merchants’ Mar Ins Co Ltd (1898) 3 Com Cas. 312 ..... 25.16

Suez Fortune Investments Ltd v. Talbot Underwriting Ltd (The Brillante Virtuosos)  
 [2015] 1 Lloyd’s Rep. 651; [2019] EWHC 2599 (Comm) ..... 19.26, 20.18, 20.19, 20.31,  
 22.8, 22.10, 24.55, 26.18, 27.4, 27.6

Sunport Shipping Ltd. v. Tryg-Baltica International UK Ltd. (The Kleovoulas of  
 Rhodes) [2003] 1 Lloyd’s Rep. 138..... 13.35, 23.2, 23.16

Sveriges Angfartygs Assurans Forening (The Swedish Club) v. Connect Shipping Inc  
 (The Renos) (2019) UKSC 29..... 22.18, 25.5, 25.6, 25.8, 25.10

T M Noten BV v. Harding [1990] 2 Lloyd’s Rep. 283 ..... 28.12

Tappoo Holdings Ltd v. Stuchbery [2006] FJSC 1; [2008] Lloyd’s Rep. IR 34, ..8.37, 17.35

Tektrol Ltd v. International Insurance Co of Hannover Ltd [2005] 2  
 CLC 339..... 19.2, 19.30, 19.32, 19.34, 19.41

TABLE OF CASES

Telfair Shipping Corporation v. Athos Shipping Company S.A. (The Athos) [1981] 2 Lloyd's Rep. 74 .....	3.19
Thames & Mersey Marine Ins Co Ltd v. HT Van Laun & Co [1917] K.B. 48, 51 .....	26.6
Thomas Cook Group Ltd v Air Malta Co Ltd [1997] 2 Lloyd's Rep. 399, 408 .....	27.18
Thompson v. Hopper (1856) 6 El & Bl 937, 119 ER 1113.....	27.8
Tiburon, The; Seavision Investments S.A. v. Norman Thomas Evenett and Others [1990] 2 Lloyd's Rep. 418 .....	3.25
Touteng v. Hubbard (1802) 3 Bos. & Pul. 291 .....	12.8
Tramp Shipping Corporation v. Greenwich Marine Inc. (The New Horizon) [1975] 2 Lloyd's Rep. 314.....	16.8
Trinder, Anderson & Co v. Thames & Mersey Mar Ins Co [1898] 2 QBD 114.....	27.8
Triton Lark, The; Pacific Basin IHX Ltd v. Bulkhandling Handymax AS [2012] 1 Lloyd's Rep. 151 .....	20.17
Tzelepi, The, Islamic Republic of Iran Shipping Lines v. Zannis Compania Naviera S.A. [1991] 2 Lloyd's Rep. 265.....	3.25
United Scottish Insurance Company Ltd. v. British Fishing Vessels Mutual War Risks Association Ltd. (The Braconbush) (1945) 78 Ll.L.Rep. 70 .....	28.41, 28.44
Utopia, The [1893] A.C. 492, 498.....	25.16
Vandervell v. IRC [1966] Ch. 261.....	25.16
Vasso, The, Noble Resources Ltd v. Greenwood [1993] 2 Lloyd's Rep. 309.....	22.2, 22.11, 29.20
Versloot Dredging BV v. HDI Gerling Industrie Versicherung AG (The DC Merwestone) [2016] 2 Lloyd's Rep. 198; [2017] A.C. 1.....	26.13, 26.21, 27.22, 27.23, 27.26, 27.27, 27.31
Wangoni, The, Middows v. Robertson (1940) 67 Ll.L.Rep. 484; (1940) 68 Ll.L.Rep. 45 (C.A.); (1941) 70 Ll.L.Rep. 173; [1942] A.C. 50 (H.L.).....	11.11, 11.46, 11.56, 13.23
Wayne Tank and Pump Co Ltd v. Employers Liability Assurance Corp'n Ltd [1974] QB 57.....	19.38, 28.13
WD Fairway, The (no. 3) [2009] 2 Lloyd's Rep. 420; [2009] 2 Lloyd's Rep. 191 .....	25.4
Wilcocks and Others v. Union Insurance (1810) 2 Binn. 574.....	11.72
Williams Bros. Hull Ltd. v. Naamlouze Vernootschap W.H. Berghuys Kolen-handel (1915) 21 Com. Cas. 253.....	16.6
Wondrous, The; Ikerigi Compania Naviera S.A. v. Palmer [1991] 1 Lloyd's Rep. 400; [1992] Lloyd's Rep. 566....	11.6, 13.1, 13.3, 13.7, 13.8–13.10, 23.12, 23.16, 23.25, 25.23
Wood v. Associated National Insurance Company Ltd. (The Isothel) [1985] 1 Qd R 297.....	27.14
Wood v. Capita Insurance Services Ltd [2017] AC 1173 .....	5.5
World Magnate Shipping Ltd. v. Rederi A/B Soya [1975] 2 Lloyd's Rep. 498.....	3.18
W.W. Howard, Bros. & Co. v. Kann (1940) 67 Ll.L. Rep. 484; (1940) 68 Ll.L.Rep. 45 (C.A.); (1941) 70 Ll.L.Rep. 173; [1942] A.C. 50 (H.L.).....	11.11, 11.46, 11.56, 13.23
Yarls' Wood Immigration Ltd v. Bedfordshire Police Authority [2009] 1 All ER 886 (QBD); [2010] QB 698 .....	17.15
Yero Carras (Owners) v. London and Scottish Assurance Corporation Ltd. (The Yero Carras) (1935) 53 Ll.L.Rep. 131.....	25.23

TABLE OF CASES

Yorkshire Dale Steamship Co. Ltd. v. Minister of War Transport (The Coxwold)  
 [1900] 2 Q.B. 339; [1942] A.C. 691; (1942) 73 Ll.L.Rep. 1; [1970] 2 Lloyd’s  
 Rep. 365 ..... 1.19, 6.1, 11.2  
 Young v. Royal & Sun Alliance [2019] CSOH 32 .....24.2  
 Young v. Tower Insurance [2016] NZHC 2956; [2017] Lloyd’s Rep. IR 605 .....24.51  
 Zamora, The, [1916] 2 A.C. 77 ..... 23.9  
 Zinovia, The, Michalos v. Prudential Insurance, [1984] 2 Lloyd’s Rep. 264, 273 ..... 27.4