

## BRITISH AMERICAN TOBACCO SWITZERLAND SA AND OTHERS v EXEL EUROPE LTD AND OTHERS

Carriage of goods by road — CMR — Jurisdiction — Goods lost in transit on continent — Goods owners bringing proceedings in England against successive carriers — Successive carriers not parties to primary contract of carriage and not having any business connection with England — Whether court had jurisdiction — CMR article 31 — Council Regulation (EC) No 44/2001, article 6.1.  
[2012] 2 Lloyd's Rep. 1

---

### IBRAHIM v BARCLAYS BANK PLC AND ANOTHER

Subrogation — Whether payment made under letter of credit discharged debt due by debtor to creditor — Whether person providing indemnity to issuer of letter of credit was subrogated to creditor's claim — Whether effective assignment of rights.  
[2012] 2 Lloyd's Rep. 13

---

### LAWLOR v SANDVIK MINING AND CONSTRUCTION MOBILE CRUSHERS AND SCREENS LTD

Agency — Termination — Right to compensation under Commercial Agents Directive, Council Directive 86/653/EEC — Whether assessment of compensation to be made under English or Spanish law — Convention on the Law Applicable to Contractual Obligations 1980 (Rome Convention), articles 3 and 4.  
[2012] 2 Lloyd's Rep. 25

---

### MICHAEL v MUSGRAVE (TRADING AS YNYS RIBS) (THE "SEA EAGLE")

Carriage of passengers by sea — Time bar — Claimant sustaining personal injury whilst being carried as a passenger on rigid inflatable boat in Menai Strait — Whether RIB was a "ship" — Whether RIB was "seagoing" — Whether claim subject to two-year limitation period — Athens Convention 1974, article 16.  
[2012] 2 Lloyd's Rep. 37

---

### OSMIUM SHIPPING CORPORATION v CARGILL INTERNATIONAL SA (THE "CAPTAIN STEFANOS")

Charterparty (Time) — Off-hire — Vessel hijacked by Somali pirates — Whether "capture/seizure" of vessel had to be carried out "by any authority" to constitute off-hire event.  
[2012] 2 Lloyd's Rep. 46

---

### ROTENBERG v SUCAFINA SA

Arbitration — Interim award — Whether interim award final and binding or merely provisional — Arbitration Act 1996, sections 39, 47, 58, 59 and 79 — Effect of failure to take up award on costs.  
[2012] 2 Lloyd's Rep. 54

---

### ISABELLA SHIPOWNER SA v SHAGANG SHIPPING CO LTD (THE "AQUAFAITH")

Charterparty (Time) — Repudiation of charter by premature redelivery — Whether owners entitled to affirm charter and claim hire for balance of minimum period — Whether owners had no legitimate interest in insisting charter remained alive — Whether owners confined to claiming damages.  
[2012] 2 Lloyd's Rep. 61

- 
- METALL MARKET OOO v VITORIO SHIPPING CO LTD (THE "LEHMANN TIMBER")**  
General average - Lien - Owners exercising lien over cargo for general average contribution - Owners accepting insurers' guarantee in respect of one portion of cargo - Cargo receivers refusing to provide general average bond - Whether owners' acceptance of insurers' guarantee discharged lien - Whether owners entitled to recover costs of storing lien cargo.  
[2012] 2 Lloyd's Rep. 73
- 
- SHAKER v VISTAJET GROUP HOLDING SA**  
Aircraft — Letter of intent — Return of deposit — Good faith and use of reasonable endeavours — Contractual estoppel.  
[2012] 2 Lloyd's Rep. 93
- 
- STX PAN OCEAN CO LTD v WOORI BANK**  
Arbitration — Anti-suit injunction — Criteria for grant.  
[2012] 2 Lloyd's Rep. 99
- 
- WEST TANKERS INC v ALLIANZ SPA AND ANOTHER (THE "FRONT COMOR")**  
Arbitration — Jurisdiction — European law — Insurers of charterers bringing proceedings in Italy against shipowners in breach of London arbitration clause — Whether London arbitration tribunal having jurisdiction to hear claim by owners for equitable damages for breach of obligation to arbitrate — Council Regulation (EC) No 44/2001, article 1(2)(d).  
[2012] 2 Lloyd's Rep. 103
- 
- EUROPEAN GROUP LTD AND OTHERS v CHARTIS INSURANCE UK LTD**  
Insurance (marine) — Cargo damaged — Whether damage occurred before or after delivery — Doctrine of proximate cause — Proof of cause — Whether loss the result of inherent vice.  
[2012] 2 Lloyd's Rep. 117
- 
- NESTOR MARITIME SA v SEA ANCHOR SHIPPING CO LTD**  
Arbitration — Serious irregularity — Claimants contending that award was obtained by fraud — Application made more than six months out of time — Application to extend time — Whether alleged fraud could have been discovered with reasonable diligence — Whether extension of time should be granted — Arbitration Act 1996, sections 68, 73 and 80(5).  
[2012] 2 Lloyd's Rep. 144
- 
- WESTERN BULK SHIPOWNING III A/S v CARBOFER MARITIME TRADING APS AND OTHERS (THE "WESTERN MOSCOW")**  
Practice — Freezing injunction — Owners having lien on all hire and sub-hire for any amounts due under time charter — Whether owners entitled to lien over sums due to sub-charterers from sub-sub-charterers — Nature of lien — Whether court had jurisdiction where seat of arbitration outside England — Whether risk of dissipation of assets — Whether injunction should be discharged — Amended NYPE form clause 18 — Arbitration Act 1996, section 44.  
[2012] 2 Lloyd's Rep. 163
- 
- LATVIAN SHIPPING CO v RUSSIAN PEOPLE'S INSURANCE COMPANY (ROSNO) OPEN ENDED**

**JOINT STOCK COMPANY (THE “OJARS VACIETIS”)**

Arbitration — Propeller damaged — Whether loss caused by insured grounding or uninsured contact with ice — Serious irregularity — Error of law — Arbitration Act 1996, sections 61(2), 68 and 69 — Revocation of grant of permission to appeal — CPR 3.1(7).

[2012] 2 Lloyd's Rep. 181

---

**YUKOS CAPITAL SARL v OJSC ROSNEFT OIL CO**

Arbitration — Recognition and enforcement of award — Award annulled by Russian courts — Amsterdam courts refusing to recognise annulment — Whether award to be recognised and enforced in England — Issue estoppel — Act of State — Non-justiciability.

[2012] 2 Lloyd's Rep. 208

---

**BP OIL INTERNATIONAL LTD v TARGET SHIPPING LTD (THE “TARGET”)**

Charterparty (Voyage) — Freight — Tanker voyage charter — Whether overage freight payable on transatlantic voyage — Whether charterers entitled to divert vessel to load cargo at intermediate port — Whether charterers overpaid freight — Whether charterers entitled to recover overpayment as mistake of law.

[2012] 2 Lloyd's Rep. 245

---

**ENE KOS 1 LTD v PETROLEO BRASILEIRO SA (THE “KOS”)**

Charterparty (Time) — Withdrawal of vessel for non-payment of hire — Whether owners entitled to remuneration and expenses in connection with discharge of cargo following withdrawal — Whether owners entitled to recover under employment and indemnity clause — Whether owners entitled to recover as bailees — Shelltime 3 form, clause 13.

[2012] 2 Lloyd's Rep. 292

---

**CHIMBUSCO PAN NATION PETRO-CHEMICAL CO LTD v THE OWNERS AND/OR DEMISE CHARTERERS OF THE SHIP OR VESSEL “DECURION”**

Admiralty jurisdiction — Arrest — Plaintiff arresting ship to recover price of bunkers supplied to arrested ship and to 10 other vessels — Whether plaintiff had in rem claim against arrested ship for bunkers supplied to the 10 other vessels — Whether defendants were “in control” of the 10 other vessels when cause of action arose — High Court Ordinance, section 12B(4).

[2012] 2 Lloyd's Rep. 309

---

**VTB CAPITAL PLC v NUTRITEK INTERNATIONAL CORPORATION AND OTHERS**

Company law — Piercing corporate veil — Whether puppeteer to be regarded as party to puppet company's contract.

[2012] 2 Lloyd's Rep. 313

---

**GLOBAL MARITIME INVESTMENTS LTD v STX PAN OCEAN CO LTD GLOBAL MARITIME INVESTMENTS LTD v NAVIOS INTERNATIONAL INC NAVIOS INTERNATIONAL INC v SANGAMON TRANSPORTATION GROUP (THE “DIMITRIS L”) (NO 2)**

Charterparty (Time) — US Gross Transportation Tax — Chain of time charters — Charters containing BIMCO recommended clause dealing with liability for USGTT — Construction of clause — Whether disponent owners in chain entitled to reimbursement from charterers in respect of contractual liability to reimburse superior owners.

[2012] 2 Lloyd's Rep. 354

---

- **ANTONIO GRAMSCI SHIPPING CORPORATION AND OTHERS v RECOLETOS LTD AND OTHERS**  
Jurisdiction — Allegation that defendant was party to jurisdiction clause — Lifting the veil — Whether defendant had agreed to confer jurisdiction on the English courts — Whether the defendant had submitted to the jurisdiction of the English courts — European Council Regulation (EC) No 44/2001 (Brussels Regulation), articles 23 and 24.

[2012] 2 Lloyd's Rep. 365

---

- **CARBOEX SA v LOUIS DREYFUS COMMODITIES SUISSE SA**  
Demurrage — Strike — Berth charter — Exception clause providing that time not to count if discharge delayed by strikes — Vessel delayed in getting into berth due to congestion caused by effects of strike — Strike ending before vessel berthed and not directly affecting discharge — Whether delay counted as laytime.

[2012] 2 Lloyd's Rep. 379

---

- **FINMOON LTD AND ANOTHER v BALTIC REEFERS MANAGEMENT LTD AND OTHERS**  
Charterparty — Contract of affreightment — Whether concluded by conduct.

[2012] 2 Lloyd's Rep. 388

---

- **FISH & FISH LTD v SEA SHEPHERD UK AND OTHERS (THE "STEVE IRWIN")**  
Tort — Trespass — Conversion — Marine conservation charities alleged to have used vessel to "attack" claimant's bluefin tuna cages in Mediterranean Sea — Claimant suing US charity, UK charity and master of "attacking" vessel — Whether UK charity liable as joint tortfeasor — Whether master acting on behalf of UK charity — Whether attack carried out pursuant to common design.

[2012] 2 Lloyd's Rep. 409

---

- **TAOKAS NAVIGATION SA v KOMROWSKI BULK SHIPPING KG (GMBH & CO) (THE "PAIWAN WISDOM")**  
Charterparty (Time) — CONWARTIME 2004 — Owners refusing to proceed on voyage to Mombasa because of concerns about piracy — Whether refusal justified.

[2012] 2 Lloyd's Rep. 416

---

- **BABCOCK FITZROY LTD v THE SHIP "M/V SOUTHERN PASIFIKA"**  
Admiralty practice — Priorities — Shiprepairer with possessory lien bringing action in rem — Vessel sold by Registrar pursuant to Admiralty process — Whether lien attached to proceeds of sale — Whether shiprepairer or mortgagee had priority over proceeds of sale.

[2012] 2 Lloyd's Rep. 423

---

- **EBOOKERS.COM DEUTSCHLAND GMBH v BUNDESVERBAND DER VERBRAUCHERZENTRALEN UND VERBRAUCHERVERBÄNDE-VERBRAUCHERZENTRALE BUNDERSVERBAND EV**  
Transport — Air transport — Common rules for the operation of air services in the European Union — Regulation (EC) No 1008/2008 — Obligation on the person selling air travel to ensure that the customer's acceptance of optional price supplements is on an opt-in basis — Concept of "optional

price supplements” — Price of flight cancellation insurance provided by an independent insurance company and forming part of the overall price.

[2012] 2 Lloyd's Rep. 433

---

- **ITOCHU CORPORATION v JOHANN M K BLUMENTHAL GMBH & CO KG AND ANOTHER**  
Arbitration — No agreement as to number of arbitrators — Appointment of sole arbitrator by High Court — Permission to appeal refused by judge — Whether Court of Appeal could grant permission to appeal — Whether judge correct in appointing sole arbitrator — Arbitration Act 1996, sections 15(3), 18(3) and 18(5).

[2012] 2 Lloyd's Rep. 437

---

- **LA GÉNÉRALE DES CARRIÈRES ET DES MINES SARL v HEMISPHERE ASSOCIATES LLC (JERSEY)**

State immunity — Enforcement of arbitration awards — Whether state-owned company was an organ of the state — State Immunity Act 1978, sections 3 and 14.

[2012] 2 Lloyd's Rep. 443

---

- **MRI TRADING AG v ERDENET MINING CORPORATION LLC**

Arbitration — Appeal on point of law — Sale of goods — Whether contract of sale to be read alone or construed in conjunction with earlier settlement agreement — Whether contract of sale binding — Whether award should be remitted to the arbitrators — Arbitration Act 1996, section 69.

[2012] 2 Lloyd's Rep. 465

---

- **F G WILSON (ENGINEERING) LTD v JOHN HOLT & CO (LIVERPOOL) LTD**

Sale of goods — Action for the price — Passing of property — Retention of title clause — No set-off clause — Whether clause incorporated, applicable and valid — Sale of Goods Act 1979, section 49 — Unfair Contract Terms Act 1977, sections 3(2) and 11.

[2012] 2 Lloyd's Rep. 479

---

- **GREAT ELEPHANT CORPORATION v TRAFIGURA BEHEER BV (THE “CRUDESKY”)**

Charterparty (Voyage) — Delay — Vessel delayed at Port Harcourt by Nigerian authorities after loading cargo of crude oil — Whether charterers liable to pay demurrage — Whether payable at full or half rate — Whether owners entitled to recover additional war risk premium — Whether owners entitled to costs of producing fresh water and consumption of bunkers during period of delay.

[2012] 2 Lloyd's Rep. 503

---

- **VTC v PVS**

Charterparty (Time) — Warranty by owners that vessel would arrive at load port with “all cargo tanks ... suitable to load the intended cargo” — Vessel found to have crack in slop tank — Whether owners in breach of charter.

[2012] 2 Lloyd's Rep. 527

---

- **BULK SHIP UNION SA v CLIPPER BULK SHIPPING LTD (THE “PEARL C”)**

Charterparty (Time) — Whether owners failed to prosecute voyages with utmost dispatch — Whether charterers entitled to deduct time lost due to slow steaming under off-hire clause — Amended New

York Produce Exchange Form, clauses 8 and 15.

[2012] 2 Lloyd's Rep. 533

---

- LOMAS AND OTHERS v JFB FIRTH RIXSON INC AND OTHERS INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION INC (INTERVENING) LEHMAN BROTHERS SPECIAL FINANCING INC v CARLTON COMMUNICATIONS LTD INTERNATIONAL SWAPS AND DERIVATIVES ASSOCIATION INC (INTERVENING) PIONEER FREIGHT FUTURES CO LTD (IN LIQUIDATION) v COSCO BULK CARRIER CO LTD BULK TRADING SA v BRITANNIA BULK PLC (IN LIQUIDATION) Contract — Derivative agreements — Interest rate swaps and forward freight agreements — ISDA Master Agreement, sections 2 and 6.  
[2012] 2 Lloyd's Rep. 548
- 

- SERVAAS INC v RAFIDAIN BANK  
State immunity — Execution of judgment — Meaning of “property which is for the time being in use or intended for use for commercial purposes” — State Immunity Act 1978, sections 3(3), 13(2)(b), 13(4), 13(5) and 17.  
[2012] 2 Lloyd's Rep. 577
- 

- DGM COMMODITIES CORPORATION v SEA METROPOLITAN SA (THE “ANDRA”)  
Charterparty (Voyage) — Frustration — Owners claiming demurrage in respect of delay — Port authorities issuing order preventing discharge of cargo — Whether charterparty frustrated — Whether frustration self-induced — Whether charterers vicariously liable for conduct of receivers — Gencon form, clause 5.  
[2012] 2 Lloyd's Rep. 587
- 

- DRY BULK HANDY HOLDING INC AND ANOTHER v FAYETTE INTERNATIONAL HOLDINGS LTD AND ANOTHER (THE "BULK CHILE")  
Charterparty (Time) - Vessel withdrawn from chartered service for failure to pay hire - Whether owners entitled to intercept freight payable by shipper - Whether owners entitled to lien on sub-hire as well as sub-freights - Whether lien effectively exercised - Whether owners entitled to post-withdrawal claims for hire against sub-sub-charterer or sub-sub-sub-charterer on basis of agreement, quantum meruit or unjust enrichment - New York Produce Exchange 1946 form.  
[2012] 2 Lloyd's Rep. 594
- 

- RUBIN AND ANOTHER v EUROFINANCE SA AND OTHERS NEW CAP REINSURANCE CORPORATION AND ANOTHER v GRANT AND OTHERS  
Recognition and enforcement of judgments — Foreign judgment in avoidance proceedings — Power of English court to recognise and enforce judgment — Test of foreign court's jurisdiction — Foreign Judgments (Reciprocal Enforcement) Act 1933 — Insolvency Act 1986, section 426 — Cross-Border Insolvency Regulations 2006 — CPR Parts 70 and 73.  
[2012] 2 Lloyd's Rep. 615
- 

- BARNES v THE CHARTERERS OF THE MOTOR VESSEL "SNOW BUNTING" (THE "SNOW BUNTING")  
Collision action - Narrowboat colliding with scull on non-tidal part of River Thames - Application of - narrow channel - rule - Whether narrowboat wholly to blame - Whether causative fault on part of scull

in failing to keep proper lookout before turning across river immediately before collision - Thames Navigation Licensing and General Byelaws 1993, Byelaw 31(a) - Collision Regulations 1976, Rule 9. [2012] 2 Lloyd's Rep. 647

---

- ED & F MAN SUGAR LTD v UNICARGO TRANSPORTGESELLSCHAFT MBH (THE "LADYTRAMP")**  
Charterparty (Voyage) - Demurrage - Delay - Loading of cargo delayed following fire destroying conveyor belt system at loading terminal - Whether charterers' ability to nominate alternative safe berth precluded them from relying on force majeure clause - Whether delay caused by "mechanical breakdown" or "government interference" - Whether charterers entitled to rely on force majeure clause - Sugar Charter Party 1999 form, clause 28.  
[2012] 2 Lloyd's Rep. 660
- 

- JEWEL OWNER LTD AND ANOTHER v SAGAAN DEVELOPMENTS TRADING LTD (THE "MD GEMINI")**  
Practice - Anti-suit injunction - Bunker supplier commencing proceedings against shipowners in Florida and in the Marshall Islands for price of bunkers supplied to time-charterers - Shipowners obtaining ex parte anti-suit injunction - Whether bunker supply contract contained exclusive English jurisdiction clause - Whether foreign proceedings vexatious or oppressive on forum non conveniens grounds - Whether injunction should be continued.  
[2012] 2 Lloyd's Rep. 672
- 

- PARKINGEYE LTD v SOMERFIELD STORES LTD**  
Contract - Illegality in performance - Whether illegality precluded recovery for breach of contract - Proportionality.  
[2012] 2 Lloyd's Rep. 679
- 

- PETROCHEMICAL INDUSTRIES CO (KSC) v DOW CHEMICAL CO**  
Arbitration - Serious irregularity - Remoteness of damage in contract - Whether arbitrators had failed to consider the issue of assumption of responsibility - Whether arbitrators had acted unfairly - Arbitration Act 1996, sections 33, 68(2)(a) and 68(2)(d).  
[2012] 2 Lloyd's Rep. 691
-