

STOLT KESTREL BV v SENER PETROL DENIZCILIK TICARET AS (THE “STOLT KESTREL” AND THE “NIYAZI S”); CDE SA v SURE WIND MARINE LTD (THE “SB SEAGUARD” AND THE “ODYSSÉE”)

Admiralty practice – Claim form – Claimant bringing timeous action in rem following collision between claimant's vessel and defendant's vessel – Whether extension of time required for bringing separate in personam proceedings – Whether in personam claim form time-barred – Nature of discretion to extend time for bringing proceedings in personam – Whether court had power to order alternative service of in rem claim form out of jurisdiction – Merchant Shipping Act 1995, sections 190(3), 190(5 and 190(6) – CPR 7.6(3), CPR PD 61, para 3.67. – Admiralty practice – Claim form – Collision between claimant's vessel and defendant's vessel – Negotiations between parties – Claim subject to two-year limitation period – Whether claimant's application for extension of time should be granted – Merchant Shipping Act 1995, sections 190(3) and 190(5) – CPR 7.6(3).

[2016] 1 Lloyd's Rep. 125

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■ THE “STX MUMBAI” AND ANOTHER MATTER

Contract – Anticipatory breach – Bunkers supplied to vessel – Bunker supplier concerned about insolvency of shipowning group and demanding payment before contractual due date – Payment no made – Bunker supplier arresting vessel for anticipatory breach – Whether doctrine of anticipatory breach applicable to executed contracts – Whether insolvency capable of amounting to repudiatory breach.

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