

BRAND STUDIO LTD v ST JOHN KNITS INC

Agency – Agreement that agent was to be indemnified rather than compensated following termination of agency – Whether agreement validly ousted right of agent to choose – Severance – Commercial Agents (Council Directive) Regulations 1993, Regulations 17 and 19.

[2016] 1 Lloyd's Rep. 179

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FREIGHT CONNECT (S) PTE LTD v PARAGON SHIPPING PTE LTD

Charterparty (Voyage) – Berth or port charter – Whether notice of readiness validly tendered – Whether owners entitled to detention charges – Whether owners entitled to indemnity in respect of claims brought by third party.

[2016] 1 Lloyd's Rep. 184

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LOUIS DREYFUS COMMODITIES SUISSE SA v MT MARITIME MANAGEMENT BV (THE “MTM HONG KONG”)

Charterparty (Time) – Damages – Time charter wrongfully terminated by charterers – Owners concluding substitute fixture – Whether damages limited by reference to period when contract voyage would have ended.

[2016] 1 Lloyd's Rep. 197

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NOLAN AND OTHERS v TUI UK LTD

Carriage of passengers by sea – Passengers suffering gastroenteritis on cruise ship during voyage from Ibiza to Newcastle – Claimants claiming damages against contractual carrier for personal injuries and damage and disappointment – Whether defendant liable – Athens Convention 1974, articles 3.1 and 3.3.

[2016] 1 Lloyd's Rep. 211

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PST ENERGY 7 SHIPPING LLC AND ANOTHER v O W BUNKER MALTA LTD AND ANOTHER (THE “RES COGITANS”)

Contract – Supply of bunkers – Retention of title clause – Whether bunker supply contract was a contract of sale – Sale of Goods Act 1979, sections 2(1) and 49(1).

[2016] 1 Lloyd's Rep. 228

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