

BAHAMAS OIL REFINING COMPANY INTERNATIONAL LTD v OWNERS OF THE CAPE BARI
TANKSCHIFFFAHRTS GMBH & CO KG (BAHAMAS) (THE "CAPE BARI")

Limitation of liability – Contracting out – Whether shipowners entitled to contract out of statutory right of limitation – Whether parties did in fact agree to exclude owners' right to limit liability – Convention on Limitation of Liability for Maritime Claims 1976.

[2016] 2 Lloyd's Rep. 469

❑ **ESSAR OILFIELDS SERVICES LTD v NORSCOT RIG MANAGEMENT PVT LTD**

Arbitration – Serious irregularity – Award of costs – Whether litigation funding costs amounted to "other costs" – Waiver – Running of time for appeal against an award where it had been corrected – Extension of time – Arbitration Act 1996, sections 59, 61, 63, 68, 69, 70, 73, 80 and 81.

[2016] 2 Lloyd's Rep. 481

❑ **MSC MEDITERRANEAN SHIPPING CO SA v COTTONEX ANSTALT**

Carriage of goods by sea – Container demurrage – Cargo interests failing to collect containerised goods from discharge port – Carrier claiming container demurrage from shipper – Whether demurrage payable – Whether contracts of carriage repudiated by frustrating delay – Whether carrier entitled to affirm contracts and claim continuing demurrage.

[2016] 2 Lloyd's Rep. 494

❑ **VINNLUSTODIN HF AND ANOTHER v SEA TANK SHIPPING AS (THE "AQASIA")**

Carriage of goods by sea – Package limitation – Whether "unit" meant physical unit for shipment or unit of measurement – Whether package limitation capable of applying to bulk cargo – 1924 Hague Rules, article IV rule 5

[2016] 2 Lloyd's Rep. 510
