

GUNN AND OTHERS v DIAZ AND OTHERS

Service out of jurisdiction - Necessary and proper party - Civil Procedure Rules, Part 6, Practice Direction 6B, paras 3.1(9)(a) and 3.1(3) - Regulation 864/2007/EC (Rome II Regulation).

[2017] 1 Lloyd's Rep. 165

MUR JOINT VENTURES BV v COMPAGNIE MONEGASQUE DE BANQUE

Banking - Guarantee - Bank issuing demand guarantee to claimant in respect of joint operations agreement - Claimant making demand under guarantee - Whether demand had to include statement of authentication of powers of signatory - Whether demand defective because not signed by authorised representatives of claimant acting jointly - Whether demand invalid for not being sent by registered mail.

[2017] 1 Lloyd's Rep. 186

OLDENDORFF GMBH & CO KG v SEA POWERFUL II SPECIAL MARITIME ENTERPRISES (THE 'ZAGORA')

Agency - Letter of indemnity providing for cargo to be delivered to named person without production of bills of lading - Cargo discharged into possession and control of nominated agent - Whether agent acting for person named in LOI - Whether cargo delivered to person named in LOI.

[2017] 1 Lloyd's Rep. 194

STAR POLARIS LLC v HHIC-PHIL INC (THE "STAR POLARIS")

Contract - Shipbuilding contract - Builder guaranteeing defects for period of 12 months after delivery - Contract excluding liability for consequential losses - Vessel suffering serious engine failure - Whether buyer entitled to recover for diminution in value of vessel.

[2017] 1 Lloyd's Rep. 203

TRANSGRAIN SHIPPING (SINGAPORE) PTE LTD v YANGTZE NAVIGATION (HONG KONG) CO LTD (THE MV "YANGTZE XING HUA")

Charterparty (Time) - NYPE Inter-Club Agreement 1996, clause 8(d) - Whether "act" requires fault.

[2017] 1 Lloyd's Rep. 212
