

ASPEN UNDERWRITING LTD v KAIROS SHIPPING LTD AND OTHERS (THE "ATLANTIK CONFIDENCE")  
Insurance (marine) – Vessel lost at sea – Settlement Agreement between owners and underwriters – Subsequent discovery that vessel was deliberately sunk – Claim by underwriters to recover settlement sum from mortgagee bank – Whether bank bound by exclusive jurisdiction clause in agreement – Agency – Jurisdiction over claims in tort and restitution – Whether special jurisdiction rules for insurance applied – Brussels Regulation Recast, Council Regulation 1215/2012/EU, articles 7 and 14.

[2017] 2 Lloyd's Rep. 295

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GARCIA v BIH (UK) LTD AND OTHERS

Practice – Service of proceedings out of jurisdiction – Claimant diver suffering personal injuries working off Gabon – Claimant bringing proceedings in contract and in tort against English employer and also against Gabon company – Whether Gabon company was a "necessary or proper party" – Whether permission to serve out should be set aside – Whether claim against Gabon company should be stayed on forum non conveniens grounds – Civil Procedure Rules, Practice Direction 6B para 3.1(3).

[2017] 2 Lloyd's Rep. 310

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SWANSEA COUNTY COURT

Carriage by air – Claimant sustaining personal injury when tripping over baggage scales at airport – Whether injury caused by "accident" – Whether incident occurred during course of embarking – Whether claimant contributorily negligent – Montreal Convention 1999, article 17.

[2017] 2 Lloyd's Rep. 322

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PEIRES v BICKERTON'S AERODROMES LTD

Nuisance – Immunity from action – Claimant complaining of noise from helicopter training exercises at aerodrome – Whether vertical operations of helicopters constituted "flight" – Whether claim barred by Civil Aviation Act 1982, section 76.

[2017] 2 Lloyd's Rep. 330

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VITOL SA v BETA RENEWABLE GROUP SA

Sale of goods (fob) – Renunciatory breach by seller – Whether buyer accepted breach as terminating contract – Whether buyer's failure to nominate vessel sufficiently unequivocal act – Whether buyer's failure to nominate relieved seller of obligation to deliver – Measure of damages.

[2017] 2 Lloyd's Rep. 338

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