

CLEARLAKE SHIPPING PTE LTD v PRIVOCEAN SHIPPING LTD (THE "PRIVOCEAN")

Charterparty (Time) – Negligent stowage plan involving unnecessary strapping in cargo hold – Whether costs of strapping for owners' or charterers' account – Whether negligence in relation to stowage plan was negligence in management of ship or in management of cargo – NYPE form, clause 2 – US COGSA, section 4(2).

[2018] 2 Lloyd's Rep. 551

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DEEP SEA MARITIME LTD v MONJASA A/S (THE "ALHANI")

Carriage of goods by sea – Limitation of action – Cargo delivered without production of bills of lading – Cargo interests alleging misdelivery by carrier – Cargo interests bringing timeous proceedings against carrier in Tunisia in breach of exclusive jurisdiction clause – Carrier seeking declaration of non-liability in English courts relying on Hague Rules time-bar – Application of Hague Rules time bar to misdelivery claims – Whether commencement of Tunisian proceedings defeated carrier's time bar defence – Hague Rules 1924, article III rule 6.

[2018] 2 Lloyd's Rep. 563

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HARMS AND OTHERS v VUELING AIRLINES SA

Aviation – Airline travel – Reimbursement of price of ticket where flight cancelled – Whether reimbursement by airline included agent's commission – Regulation (EC) No 261/2004, article 8(1).

[2018] 2 Lloyd's Rep. 586

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MOZARD (HK) CO LTD v DACHSER HONG KONG LTD

Carriage of goods by air – Limitation of liability – Carrier delivering cargo without production of original air waybill – Whether Montreal Convention had direct compulsory application – Whether Montreal Convention applied contractually – Construction of express limitation clause – Whether carrier precluded from relying on limitation clause on basis of fundamental breach – Whether limitation clause satisfied requirements of reasonableness – Carriage by Air Ordinance (Cap 500) – Control of Exemption Clauses Ordinance (Cap 71).

[2018] 2 Lloyd's Rep. 590

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