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Seventh Edition

Carriage of Goods by Sea

John F Wilson



Carriage of Goods by Sea



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Carriage of Goods by Sea

Seventh Edition

John F Wilson

Emeritus Professor of Law
at the Institute of Maritime Law
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First published under the Pitman Publishing imprint in Great Britain 1988
Second edition published in 1993
Third edition published in 1998
Fourth edition published in 2001
Fifth edition published in 2004
Sixth edition published in 2008
Seventh edition published in 2010

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ISBN: 978-1-4082-1893-8

British Library Cataloguing-in-Publication Data

A catalogue record for this book is available from the British Library

Library of Congress Cataloguing-in-Publication Data

Wilson, John Furness, 1924–

Carriage of goods by sea / John F. Wilson. – 7th ed.

p. cm.

Includes index.

ISBN 978-1-4082-1893-8 (pbk.)

1. Contracts, Maritime – Great Britain. 2. Freight and freightage – Great Britain.
 3. Charter-parties – Great Britain. I. Title.
- KD1819.W55 2010
343.4109'6—dc22

2010010961

10 9 8 7 6 5 4 3 2 1
14 13 12 11 10

Typeset in 9/12.5pt Giovanni by 35
Printed and bound in Great Britain by Henry Ling Ltd, Dorchester, Dorset

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Preface to the first edition

The aim of this book is to provide a comprehensive and critical study of the principles of law governing the carriage of goods by sea in the compass of a medium-sized textbook. The need for such a book has become apparent with the recent introduction at a number of universities and polytechnics of courses, at both undergraduate and postgraduate level, on various aspects of maritime law. While the continuing authority of Scrutton and Carver is not open to challenge, the professionally orientated and encyclopaedic approach of both texts is not ideally suited to student use, while their respective costs are outside the range of the average student pocket.

The present volume is hopefully aimed at filling this gap, while also serving as an introductory work of reference for members of P and I Clubs and legal firms in the City engaged in cargo claims. It concentrates mainly on an exposition of the law relating to charterparties and bills of lading, but coverage is also devoted to the development of new forms of documentation and to problems arising from through and combined transport, in so far as they relate to the carriage of goods by sea. A final chapter describes the various factors involved in the prosecution of a cargo claim, ranging from the choice of forum and proper law, arbitration procedure, to the granting of a Mareva injunction.

The approach throughout is that of the normal textbook designed for use with a degree course. The legal principles involved are examined critically against a background of current documentation and contemporary practice in the shipping industry, while attention is paid to both existing problems and potential developments in the field. The emphasis throughout is primarily on the English common law approach, although an attempt has been made to incorporate references to international, Commonwealth and US material wherever appropriate. A more thorough comparative approach had, regretfully, to be abandoned as impractical when it threatened to run to the length of a second Benedict.

Preface

The justification for the publication of a seventh edition is provided by the advent of a new carriage convention with the potential to effect major changes to the bill of lading contract. After a period of gestation lasting some six years, the UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea was finally opened for signature at Rotterdam in September 2009. As its title implies, the new Convention proposes a regime applicable from door-to-door rather than the port-to-port coverage favoured by previous carriage conventions. The Convention is drafted in the style adopted for the Hamburg Rules although providing more detailed coverage of the various aspects of the contract of carriage and comprising a total of 96 articles. The original objective of the exercise was to provide a simple updated liability regime designed to resolve the problems arising from the simultaneous operation of three different carriage conventions. The obvious danger in that, if the new convention does not attract the international support necessary to supplant the existing regimes, the unfortunate result will be to add a fourth competing convention to the existing list. The hope was that in view of the number and range of states participating in the drafting process, the latter result could be avoided. After six months, however, the convention has only attracted 21 signatures, although experience with previous carriage conventions has shown that states are slow to react to proposed changes in the law. Early ratification by a major shipping nation could make all the difference.

The main characteristics of the Convention (to be known as the Rotterdam Rules) are discussed in comparison with those of existing carriage regimes, while the full text of the Rules is included in the Appendix.

The opportunity has also been taken to review some 30 new cases which have been decided since the appearance of the previous edition. Of these perhaps the most significant is the decision in *The Achilles* where the House of Lords considered the application of the remoteness rules to a claim for damages for late redelivery of a time chartered vessel. In limiting recovery to the difference between the charter and market rates of hire for the period of overrun, their Lordships overruled the respective decisions of the trial judge, and an unanimous Court of Appeal in favour of the opinion of a minority arbitrator. Other cases of interest include *Mediterranean Salvage and Towage Co. v Seamar Trading* where the Court of Appeal refused to imply a warranty as to the safety of a nominated berth in a port which had been nominated in the charter but not warranted safe by the charterer; *Bunge SA v ADM Do Brasil Ltda* where it was held that cargo cannot be classed as 'dangerous' under the Hague Rules unless it has the potential to cause physical damage to the vessel or other cargo on board; *Fiona Trust and Holding Corp v Privalov* which decided that an arbitration agreement is an agreement separate from the contract of which it forms a part and is not necessarily invalidated by any defect in the latter; *The Archimidis*, a case where liability for dead freight was held to be based on the quantity of cargo actually loaded on the vessel irrespective of the quantity made available by the charterer at the port of loading; and *Trafigura Beheer v*

PREFACE

Mediterranean Shipping Co which involved construction of a clause seeking to exempt ship owners from liability for delivery of goods against forged bills of lading.

In conclusion, I wish as always to express my gratitude to colleagues in the Institute of Maritime Law for their continuing encouragement and advice, in particular, to David Jackson for his unfailing help and expert counsel which kept me abreast of development in Conflicts law; to Yvonne Baatz for her invaluable advice which guided me through the complexities of the Rotterdam Rules and to Andrew Sandiforth for his generous assistance with the basic research. Any remaining errors or omissions in the following pages are entirely my responsibility.

My thanks are also due to Caroline Ciupek for the enthusiastic and highly competent way in which she has tackled yet another manuscript on Carriage, and to my Publishers for their much appreciated support and encouragement throughout the entire publication process.

The law is stated in the light of reported cases and material available to me on 1 April 2010.

JFW
Southampton
April 2010

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Visit the *Carriage of Goods by Sea*, seventh edition **mylawchamber** site at **www.mylawchamber.co.uk/wilsoncogbs** to access regular updates to help you keep up to date with important legal developments in this area and web links to relevant sites of further interest.

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- Amstelslot, The* [1963] 2 Lloyd's Rep 223 11, 187, 188, 190
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- Anders Maersk, The* [1986] 1 Lloyd's Rep 483 183
- Andersons (Pacific) Trading Co v Karlander* [1980] 2 NSWLR 870 246
- Andre et Cie v Orient Shipping (Rotterdam) BV. The Laconian Confidence* [1997] 1 Lloyd's Rep 139 97
- Angel Bell, The. See* Iraqi Ministry of Defence v Arcepey Shipping Co SA
- Angelakis Shipping Co SA v Compagnie National Algérienne de Navigation. The Attika Hope* [1988] 1 Lloyd's Rep 439 302
- Angelic Grace, The. See* Aggeliki Charis Compania Maritima v Pagnan
- Angelos Lusia, The. See* Sociedad Carga Oceanica v Idolinoe Vertriebsgesellschaft
- Angliss (W) & Co v P & O Steam Navigation Co* [1927] 2 KB 457; 32 Com Cas 388; 43 TLR 675; 28 LILR 202 190
- Anglo-Irish Beef Processors v Federated Stevedores* [1997] 1 Lloyd's Rep 207 206
- Anglo-Northern Trading Co v Emlyn Jones & Williams* [1917] 2 KB 78; 116 LT 414; 33 TLR 302 41
- Anita, The* [1970] 2 Lloyd's Rep 365; reversed [1971] 1 Lloyd's Rep 487 270
- Anna CH, The. See* Islamic Republic of Iran Shipping Lines v The Royal Bank of Scotland plc
- Annangel Glory CN v M Golodetz Ltd. The Annangel Glory* [1988] 1 Lloyd's Rep 45 308
- Annefield, The* [1971] P 168; [1971] 2 WLR 320; [1971] 1 Lloyd's Rep 1 249
- Antaios Compania Naviera SA v Salen Rederierna AB. The Antaios (No 2)* [1985] AC 191; [1984] 3 WLR 592; [1984] 3 All ER 229; [1984] 2 Lloyd's Rep 235 102, 342
- Antares, The. See* Kenya Railways v Antares Co Ltd
- Antares III, The. See* Transpacific Eternity v Kanematsu Corp
- Antclizo (No 2), The. See* Antclizo Shipping Corp v Food Corp of India
- Antclizo Shipping Corp v Food Corp of India. The Antclizo (No 2)* [1992] 1 Lloyd's Rep 558 62
- Antec International v Biosafety USA Inc.* [2006] EWHC 47 (Comm) 315
- Anticosti Shipping Co v Viateur St-Amand* [1959] 1 Lloyd's Rep 352 175, 176
- Antigoni, The* [1991] 1 Lloyd's Rep 209 190
- Antwerp United Diamonds v Air Europe* [1995] 3 WLR 396; [1995] 3 All ER 424; [1995] 2 Lloyd's Rep 224 203
- Antwerpen, The. See* Glebe Island Terminals v Continental Seagram
- Apex, The. See* Phoenix Shipping Corp v Apex Shipping Corp
- APJ Priti, The* [1987] 2 Lloyd's Rep 37 32
- Apollo, The* [1978] 1 Lloyd's Rep 200 97
- Apollonius, The* [1978] 1 Lloyd's Rep 53 96, 98
- Apostolis, The. See* Meredith Jones & Co v Vangemar Shipping
- Apostolis (No 2), The. See* Meredith Jones & Co v Vangemar Shipping
- Aquacharm, The. See* Actis Co Ltd v The Sanko Steamship Co
- Arab Maritime Petroleum Transport Co v Luxor Trading Corp. The Al Bida* [1987] 1 Lloyd's Rep 124 88, 89
- Aramis, The* [1989] 1 Lloyd's Rep 213 141, 142
- Aratra Potato Co v Egyptian Navigation Co. The El Amria* [1981] 2 Lloyd's Rep 119 316, 317
- Archimidis, The* [2008] 1 Lloyd's Rep 597; [2008] 2 All ER (Comm) 545 62, 297
- Arctic Skou, The. See* Ove Skou v Rudolf A Oetker
- Ardan Steamship Co v Weir* [1905] AC 501; 93 LT 559; 10 Asp MLC 135 69
- Ardennes (Owners of Cargo) v Ardennes (Owners)* [1951] 1 KB 55; [1950] 2 All ER 517; 84 LILR 340 129, 131, 132, 220, 247, 358
- Argonaut Navigation Co v Ministry of Food* [1949] 1 KB 572; [1949] 1 All ER 160; 82 LILR 223 76

- Aries Tanker Corp *v* Total Transport. *The Aries* [1977] 1 WLR 185; [1977] 1 All ER 398; [1977] 1 Lloyd's Rep 334 100, 206, 207, 290, 291
- Arild *v* Hovrani [1923] 2 KB 141; 15 LILR 50 99
- Armement Adolf Deppe *v* Robinson [1917] 2 KB 204; 116 LT 664; 14 Asp MLC 84 61
- Aron & Co *v* Sterling Navigation Co [1976] AMC 311 206
- Arpad, The* [1934] P 189; 152 LT 521; 50 TLR 505; 18 Asp MLC 510 359
- Arta Shipping Co *v* Thai Europe Tapioca Shipping Service. *The Johnny* [1977] 2 Lloyd's Rep 1 91, 93
- A/S Awilco *v* Fulvia SpA di Navigazione. *The Chikuma* [1981] 1 WLR 314; [1981] 1 All ER 652; [1981] 1 Lloyd's Rep 371 95
- A/S Admiral Shipping *v* Portlink Ferries Ltd [1984] 2 Lloyd's Rep 166 333, 335
- A/S Reidar *v* Arcos [1927] 1 KB 352 76, 77
- Ascot Commodities *v* Northern Pacific Shipping. *The Irini (No 2)* [1999] 1 Lloyd's Rep 189 108, 172
- Asfar *v* Blundell [1896] 1 QB 123; 73 LT 648; 12 TLR 29; 8 Asp MLC 106 291
- Aspa Maria, The* [1976] 2 Lloyd's Rep 643 91
- Asphalt International *v* Enterprise 667 F 2d 261 (1982) 39
- Assios, The*. See *Negocios del Mare SA v Doric Shipping Corp SA*
- Associated Bulk Carriers *v* Shell International Petroleum Co. *The Nordic Navigator* [1984] 2 Lloyd's Rep 182 78
- Assunzione, The* [1954] P 150; [1954] 2 WLR 234; [1954] 1 All ER 278; [1953] 2 Lloyd's Rep 716 326
- Astro Valiente SA *v* The Government of Pakistan. *The Emmanuel Colocotronis (No 2)* [1982] 1 WLR 1096; [1982] 1 All ER 823; [1982] 1 Lloyd's Rep 286 248, 249
- Athamas, The* [1963] 1 Lloyd's Rep 287 63, 64
- Athanasia Comminos, The* [1990] 1 Lloyd's Rep 277 34, 35, 139
- Athinoula, The*. See *Bravo Maritime (Chartering) Est v Alsayed Abdullah*
- Athletic Union of Constantinople *v* National Basketball Assoc [2002] 1 WLR 2863; [2002] 3 All ER 897; [2002] 1 Lloyd's Rep 305 340
- Athos, The*. See *Telfair Shipping Corp v Athos Shipping Co*
- Atlantic Duchess, The* [1957] 2 Lloyd's Rep 55 35
- Atlantic Star, The*. *Atlantic Star (Owners) v Bona Spes (Owners)* [1974] AC 436; [1973] 2 WLR 795; [1973] 2 All ER 175; [1973] 2 Lloyd's Rep 197 317, 319
- Atlas, The*. See *Noble Resources Ltd v Cavalier Shipping Corp*
- Attica Sea Carriers Corp *v* Ferrostaal. *The Puerto Buitrago* [1976] 1 Lloyd's Rep 250 111, 362
- Attika Hope, The*. See *Angelakis Shipping Co SA v Compagnie Nationale Algérienne de Navigation*
- Attorney General (Ceylon) *v* Scindia Steam Nav Co Ltd [1962] AC 60; [1961] 3 WLR 936; [1961] 3 All ER 684; [1961] 2 Lloyd's Rep 173 120, 123
- Australian Oil Refining Pty *v* Miller [1968] 1 Lloyd's Rep 448 212
- Avery *v* Bowden (1856) 6 E & B 953; 28 LT (OS) 49 72, 352
- Azuero, The* [1957]. See *Compania Naviera Azuero SA v British Oil and Cake Mills*
- Azuero, The* [1967] 1 Lloyd's Rep 464 81
- Azur Gas, The*. See *SHV Gas Supply & Trading v Naftomar Shipping*
- Baghlaf Al Zafer *v* Pakistan National Shipping Co (No 2) [2000] 1 Lloyd's Rep 1 317
- Baghlaf Al Zafer Factory Co *v* Pakistan National Shipping Co [1998] 2 Lloyd's Rep 229 317
- Balder London, The*. See *Gatoil Anstalt v Omennial Ltd*
- Baleares, The*. See *Geogas SA v Trammo Gas Ltd*
- Bamfield *v* Goole & Sheffield Transport Co [1910] 2 KB 94; 103 LT 201 35
- Bangladesh Chemical Industries *v* Henry Stephens Shipping Co. *The SLS Everest* [1981] 2 Lloyd's Rep 389 251

- Bangladesh Export Import Co v Sucden Kerry [1995] 2 Lloyd's Rep 1 43
- Bank Line v Capel (Arthur) & Co [1919] AC 435; 120 LT 129; 35 TLR 150; 14 Asp MLC 370 41, 43
- Bank of China v NHM LLC [2002] 1 Lloyd's Rep 506 334, 335
- Barber v Meyerstein (1870) LR 4 HL 317; 22 LT 808 133
- Barker v McAndrew (1865) 18 CB (NS) 759; 12 LT 459; 144 ER 643 16
- Baumwoll Manufactur von Carl Scheibler v Furness [1893] AC 8; 68 LT 1; 7 Asp MLC 263 7
- Bayoil v Seawind Tankers Corp. *The Leonidas* [2001] 1 Lloyd's Rep 533 90, 210, 212
- Behn v Burness (1863) 3 B & S 751; 122 ER 281 65
- Belleti v Morici [2009] EWHC 2316 (Comm) 333
- Bellina Maritime SA v Menorah Insurance Co [2002] 2 Lloyd's Rep 575 207
- Ben Line Steamers Ltd v Pacific Steam Navigation Co. *The Benlawers* [1989] 2 Lloyd's Rep 51 187
- Ben Shipping Co Ltd v An Bord Baine. *The C Joyce* [1986] 2 All ER 177; [1986] 2 Lloyd's Rep 285 245
- Benarty, The* [1983] 2 Lloyd's Rep 50; on appeal [1984] 2 Lloyd's Rep 244 185
- Benlawers, The*. See *Ben Line Steamers Ltd v Pacific Steam Navigation Co*
- Benship International Inc v Deemand Shipping Co (1988) unreported 91
- Berge Sisar, The*. See *Borealis v Stargas Ltd*
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- Berge Tasta, The*. See *Skibs, Snefonn v Kawasaki Kisen Kaisha*
- Bergen, The* [1997] 1 Lloyd's Rep 380 322
- Berkshire, The* [1974] 1 Lloyd's Rep 185 245, 246
- Beverly Hills National Bank Co v Compania de Navegacion Almirante [1971] AMC 890 304
- Biskra, The* [1983] 2 Lloyd's Rep 59 316
- Black Falcon, The*. See *Shipping Corp of India v NSB Niederelbe*
- Blackgold Trading Ltd of Monrovia v Almare SpA di Navigazione. *The Almare Seconda* [1981] 2 Lloyd's Rep 433 68, 355
- Blane Steamships v Minister of Transport [1951] 2 KB 965; [1951] 2 Lloyd's Rep 155 39
- Blue Anchor Line v Alfred C Toepfer International. *The Union Amsterdam* [1982] 2 Lloyd's Rep 432 77
- Bolton (Engineering) Co v Graham & Sons Ltd [1957] 1 QB 159 276
- Borealis v Stargas Ltd. The Berge Sisar* [1998] 3 WLR 1353; [1998] 4 All ER 821; [1998] 2 Lloyd's Rep 475 139, 300
- Borgship Tankers Inc v Product Transport Corp. *The Casco* [2005] 1 Lloyd's Rep 565 213
- Boucra, The*. See *L'Office Cherifien des Phosphates v Yamashita-Shinnihon*
- Boukadoura Maritime Corp v SA Marocaine de l'Industrie. *The Boukadoura* [1989] 1 Lloyd's Rep 393 193
- Bourne v Gatliffe. See *Gatliffe v Bourne*
- Bouygues Offshore SA v Caspian Shipping Co [1997] 2 Lloyd's Rep 485; [1998] 2 Lloyd's Rep 461 151, 283
- BP Exploration Co v Hunt [1983] 2 AC 352; [1982] 2 WLR 253; [1982] 1 All ER 925 45
- Brabant, The* [1967] 1 QB 588; [1966] 2 WLR 909; [1966] 1 All ER 961; [1965] 2 Lloyd's Rep 546 109
- Bradley v Goddard (1863) 3 F & F 638 80
- Bramley Moore, The*. See *Alexandra Towing Co v Millet*
- Brandt v Liverpool, Brazil and River Plate Steam Navigation Co [1924] 1 KB 575; 130 LT 392; 16 Asp MLC 262 124, 140, 141, 299
- Brass v Maitland (1856) 6 E & B 470; 26 LJQB 49 34, 35
- Bravo Maritime (Chartering) Est v Alsayed Abdullah. *The Athinoula* [1980] 2 Lloyd's Rep 481 309
- Brede, The*. See *Henriksens Rederi A/S v Rolimpex*
- Bremer v Westzucker [1981] 2 Lloyd's Rep 130 340

- Bremer Vulcan v South India Shipping Corp* [1981] AC 909; [1981] 2 WLR 141; [1981] 1 All ER 289; [1981] 1 Lloyd's Rep 253 344
- Breydon Merchant, The* [1992] 1 Lloyd's Rep 373 285
- Bridgestone Maru (No 3), The*. See *Navigas International Ltd v Trans-Offshore Inc*
- Brightman v Bunge y Born* [1924] 2 KB 619 70
- Brimnes, The*. *Tenax Steamship Co v Brimnes (The Owners)* [1975] QB 929; [1974] 3 WLR 613; [1974] 3 All ER 88; [1974] 2 Lloyd's Rep 241; [1972] 2 Lloyd's Rep 465 94, 95, 349
- Britain Steamship Co v Munson Line* (1929) 31 F 2d 530 91, 92
- British Columbia Sawmill Co v Nettleship* (1868) LR 3 CP 499 357
- Brooklyn Maru, The* [1975] 2 Lloyd's Rep 512 197
- Brown Boveri Pty v Baltic Shipping Co. The Nadezhda Krupskaya* [1989] 1 Lloyd's Rep 518 196
- Brown, Jenkinson & Co v Dalton* [1957] 2 QB 621; [1957] 3 WLR 403; [1957] 2 All ER 844; [1957] 2 Lloyd's Rep 1 126, 223
- Browner International Ltd v Monarch Shipping Co. The European Enterprise* [1989] 2 Lloyd's Rep 185 176, 178, 186, 204, 288
- BS & N Ltd v Micado Shipping Ltd. The Seaflower* [2000] 2 Lloyd's Rep 37 350
- BTP Tioxide Ltd v Pioneer Shipping Ltd. The Nema* [1982] AC 724; [1981] 3 WLR 292; [1981] 2 All ER 1030; [1981] 2 Lloyd's Rep 239 39, 40, 341, 342
- Budget v Binnington* [1891] 1 QB 35; 6 Asp MLC 592 74
- Bukhta Russkaya, The*. See *Lauritzen Reefers v Ocean Reef Transport Ltd*
- Bulk Oil v Sun International* [1984] 1 WLR 147; [1984] 1 All ER 386; [1983] 2 Lloyd's Rep 587 342
- Bunga Seroja, The*. See *Great China Metal Industries v Malaysian International Shipping Bunge v ADM DO Brasil Ltda* [2009] 2 Lloyd's Rep 175 37
- Bunge Corp v Tradax Export* [1981] 1 WLR 711; [1981] 2 All ER 513; [1981] 2 Lloyd's Rep 1 14, 349, 351
- Bunge y Born v Brightman* [1925] AC 799; 133 LT 738; 16 Asp MLC 545 69
- Burns, The* [1907] P 137 332
- C Inc plc v L* [2001] 2 Lloyd's Rep 459 333
- C Joyce, The*. See *Ben Shipping Co v An Bord Baine*
- Calcutta SS Co v Andrew Weir* [1910] 1 KB 759 243
- Caltex v BP Shipping* [1996] 1 Lloyd's Rep 286 318
- Cameco Inc v American Legion* [1975] 1 Lloyd's Rep 295 197, 198
- Canada Rice Mills Ltd v Union Marine Ins* [1941] AC 55; [1940] 4 All ER 169; [1939] AMC 427; [1939] 2 DLR 306; 67 LILR 549 266
- Canadian and Dominion Sugar Co v Canadian National Steamships Ltd* [1947] AC 46; 88 LILR 13 125, 126
- Canadian Pacific Rly v Board of Trade* (1925) 22 LILR 1 111
- Cantieri Navali Riuniti v NV Omne Justitia. The Stolt Marmaro* [1985] 1 Lloyd's Rep 428 326
- Captain v Far Eastern Steamship Co* [1979] 1 Lloyd's Rep 595 182, 183, 258
- Captain George K, The*. See *Palmco Shipping Inc v Continental Ore Corp*
- Captain Gregos, The* [1990] 1 Lloyd's Rep 310 205
- Captain Gregos (No 2), The*. See *Compania Portorafi v Ultramar Panama Inc*
- Carbopego-Abastecimento de Combustiveis v AMCI Export Corp* [2006] 1 Lloyd's Rep 736 360, 361
- Carewins Development (China) Ltd v Bright Fortune Shipping Ltd* [2007] 3HKLRD 396 163
- Cargill Inc v Rionda de Pass Ltd. The Giannis Xilas* [1982] 2 Lloyd's Rep 511 73
- Cargill International v CPN Tankers (Bermuda) Ltd. The OT Sonya* [1993] 2 Lloyd's Rep 435 205
- Cargo ex Argos* (1873) LR 5 PC 134; 28 LT 745 297
- Cargo ex Galam* (1863) 2 Moo PC (NS) 216; 15 ER 883 290

- Cargo ex Maori King *v* Hughes. *See* Maori King (Cargo Owners) *v* Hughes
- Carlton SS Co *v* Castle Mail Packets Co [1897] 2 Com Cas 173; [1898] AC 486; 8 Asp MLC 402; 78 LT 661 71
- Casco, *The*. *See* Borgship Tankers Inc *v* Product Transport Corp
- Caspian Sea, *The*. *See* Montedison SpA *v* Icroma SpA
- Cebu (No 2), *The*. *See* Itex Itagrani Export *v* Care Shipping Corp
- Cellulose Acetate Silk Co *v* Widnes Foundry [1933] AC 20; 147 LT 401 362
- Century Textiles *v* Tomoe Shipping Co. *The Aditya Vaibav* [1991] 1 Lloyd's Rep 573 101
- Cero Navigation Corp *v* Jean Lion. *The Solon* [2000] 1 Lloyd's Rep 292 77
- Chanda, *The* [1985]. *See* Valla Giovanni & C *v* Gebr van Weelde Scheepvaart Kantoor BV
- Chanda, *The* [1989]. *See* Wibau Maschinenfabric Hartmann SA *v* Mackinnon, Mackenzie & Co
- Chandris *v* Isbrandtsen-Moller Co [1951] 1 KB 240; (1950) 83 LILR 385; [1959] 1 All ER 768 35, 36, 109, 209
- Channel Island Ferries *v* Cenargo Navigation. *The Rozel* [1994] 2 Lloyd's Rep 161 111
- Chapparal, *The* [1968] 2 Lloyd's Rep 158 315
- Chartered Bank of India *v* British India Steam Nav Co [1909] AC 369; 100 LT 661; 11 Asp MLC 245 81, 156
- Cheikh Boutros *v* Ceylon Shipping Lines. *The Madeleine* [1967] 2 Lloyd's Rep 224 11, 15, 65
- Chellaram & Co *v* China Ocean Shipping Co [1989] 1 Lloyd's Rep 413 197
- Chellew Navigation Co *v* A R Appelquist Kolimport SA (1933) 45 LILR 190 111
- Chikuma, *The*. *See* A/S Awilco *v* Fulvia SpA di Navigazione
- Chilewich Partners *v* MV Alligator Fortune [1994] 2 Lloyd's Rep 314 154
- China National Foreign Trade Corp *v* Evolgia Shipping Co. *The Mihaios Xilas* [1979] 1 WLR 1018; [1979] 2 All ER 1044; [1979] 2 Lloyd's Rep 303 95, 100, 103, 104, 108
- China Ocean Shipping Co *v* Owners of the Vessel 'Andros'. *The Xingcheng* [1987] 2 Lloyd's Rep 210; [1987] 1 WLR 1213 207
- China Offshore Oil *v* Giant Shipping Ltd. *The Posidon* [2001] 1 Lloyd's Rep 697 295
- Chiswell Shipping Ltd *v* National Iranian Tanker Co. *The World Symphony* [1992] 2 Lloyd's Rep 115 93
- Chitral, *The* [2000] 1 Lloyd's Rep 529 132
- Cho Yang Shipping Co Ltd *v* Coral (UK) Ltd [1997] 2 Lloyd's Rep 641 129
- Chris, *The*. SMA No 199 (Arb at New York 1958) 99
- Christensen *v* Hindustan Steel [1971] 1 WLR 1369; [1971] 2 All ER 811; [1971] 1 Lloyd's Rep 395 59, 60
- Christy *v* Row (1808) 1 Taunt 300; 127 ER 849 296
- Chrysanthi, *The*. SMA No 1417 (Arb at New York 1980) 99
- Chrysovalandou Dyo, *The*. *See* Santiren Shipping Ltd *v* Unimarine
- Churcher (John) *v* Mitsui [1974] 2 NSWLR 179 185
- Ciampa *v* British India Steam Navigation Co [1915] 2 KB 774 270
- Citi-March *v* Neptune Orient Lines [1996] 1 WLR 1367; [1996] 2 All ER 545 319
- City of Mecca, *The* (1881) 5 PD 28; 44 LT 750; 4 Asp MLC 412 331
- City of Westminster Properties *v* Mudd [1959] Ch 129; [1958] 2 All ER 733 131
- Civil Service Co-op Society *v* General SN Co [1903] 2 KB 756; 89 LT 429; 9 Asp MLC 477 44
- Clea Shipping Corp *v* Bulk Oil International Ltd. *The Alaskan Trader* [1983] 1 Lloyd's Rep 315 361, 362
- Clifford Maersk, *The* [1982] 1 WLR 1292; [1982] 3 All ER 905; [1982] 2 Lloyd's Rep 251 206
- Clink *v* Radford [1891] 1 QB 625; 64 LT 491; 7 Asp MLC 10 309
- Clipper Maritime Co *v* Mineralimportexport. *The Marie Leonhardt* [1981] 1 WLR 1262; [1981] 3 All ER 664; [1981] 2 Lloyd's Rep 458 335
- CMA CGM SA *v* Classica Shipping Ltd [2004] 1 Lloyd's Rep 460 284

- Coast Lines Ltd *v* Hudig [1972] 2 QB 34; [1972] 2 WLR 280; [1972] 1 All ER 451; [1972] 1 Lloyd's Rep 53 252, 326
- Cobelfret NV *v* Cyclades Shipping Co. *The Linardos* [1994] 1 Lloyd's Rep 28 61
- Cochin Refineries *v* Triton Shipping [1978] AMC 444 102
- Cole *v* Meek (1864) 15 CB (NS) 795; 9 LT 653 71
- Colonial Bank *v* European Grain & Shipping Ltd. *The Dominique* [1987] 1 Lloyd's Rep 239; [1988] 1 Lloyd's Rep 215 290, 293, 294
- Commercial Marine Piling Ltd *v* Pierse Contracting Ltd [2009] EWHC 2241 (TCC) 321
- Compagnie d'Armement Maritime SA *v* Compagnie Tunisienne de Navigation SA [1971] AC 572; [1970] 3 WLR 389; [1970] 3 All ER 71; [1969] 2 Lloyd's Rep 71 325
- Compañía Columbiana de Seguros *v* Pacific SN Co [1965] 1 QB 101; [1964] 2 WLR 484; [1964] 1 All ER 216; [1963] 2 Lloyd's Rep 479 206
- Compania Crystal de Vapores *v* Herman & Mohatta [1958] 2 QB 196; [1958] 3 WLR 36; [1958] 2 All ER 508; [1958] 1 Lloyd's Rep 616 73, 74
- Compania de Naviera Nedelka *v* Tradax International. *The Tres Flores* [1974] QB 264; [1973] 3 WLR 545; [1973] 3 All ER 967; [1973] 2 Lloyd's Rep 247 12, 59, 60, 61, 62
- Compania de Navigacion Zita SA *v* Louis Dreyfus et Cie [1953] 1 WLR 1399; [1953] 2 All ER 1359; [1953] 2 Lloyd's Rep 472 74
- Compania Naviera Aeolus SA *v* Union of India [1964] AC 868; [1962] 3 WLR 1123; [1962] 3 All ER 670; *sub nom* Union of India *v* Compañía Naviera Aeolus SA [1962] 2 Lloyd's Rep 175 77
- Compania Naviera Azuero SA *v* British Oil and Cake Mills [1957] 2 QB 293; [1957] 2 WLR 997; [1957] 2 All ER 241; [1957] 1 Lloyd's Rep 312 73
- Compania Naviera General SA *v* Keramet Ltd. *The Lorna I* [1983] 1 Lloyd's Rep 373 292, 293
- Compania Naviera Maropan SA *v* Bowaters Paper Mills. *The Stork* [1955] 2 QB 68; [1955] 2 WLR 998; [1955] 2 All ER 241; [1955] 1 Lloyd's Rep 349 27, 29
- Compañía Naviera Termar *v* Tradax Export [1966] 1 Lloyd's Rep 566 56
- Compania Naviera Vascongada *v* Churchill [1906] 1 KB 237; 94 LT 59; 10 Asp MLC 177 118, 124
- Compania Portorafti *v* Ultramar Panama Inc. *The Captain Gregos (No 2)* [1990] 2 Lloyd's Rep 395 141, 142
- Compania Sud Americana de Vapores *v* Sinochem [2009] EWHC 1880 (Comm) 274
- Compania Sud American Vapores *v* MS ER Hamburg [2006] 2 Lloyd's Rep 66 192
- Concordia Fjord, The* [1984] 1 Lloyd's Rep 385 31
- Connolly Shaw *v* Nordenfeldske SS Co (1934) 50 TLR 418; 49 Ll LR 183 20
- Conoco Britannia, The* [1972] 2 QB 543; [1972] 2 WLR 1352; [1972] 2 All ER 238; [1972] 1 Lloyd's Rep 342 332
- Constantine SS Line *v* Imperial Smelting Corp [1942] AC 154; [1941] 2 All ER 165 43, 44, 192
- Continental Bank *v* Aeakos Compania Naviera [1994] 1 WLR 588; [1994] 2 All ER 540; [1994] 2 Lloyd's Rep 505 316, 322
- Continental Fertiliser Co *v* Pionier Shipping. *The Pionier* [1995] 1 Lloyd's Rep 223 206
- Continental Grain Co *v* Islamic Republic of Iran Shipping Lines. *The Iran Bohonar* [1983] 2 Lloyd's Rep 620 208
- Continental Pacific Shipping *v* Deemand Shipping. *The Lendoudis Evangelos II* [1997] 1 Lloyd's Rep 404 91
- Continex Inc *v* SS Flying Independent [1952] AMC 1499 272
- Cordoba Shipping Co Ltd *v* National State Bank, New Jersey. *The Albatforth* [1984] 2 Lloyd's Rep 91 314
- Coreck Maritime *v* Handelsveem [2000] Case 387/98; [2000] ECRI 9337 322
- Cosmar Compania Naviera SA *v* Total Transport Corp. *The Isabelle* [1984] 1 Lloyd's Rep 366 54
- Cosmos Bulk Transport Inc *v* China National Transportation Co [1978] 1 Lloyd's Rep 53 89
- Couchman *v* Hill [1947] KB 554; [1947] 1 All ER 103 131

- Court Line *v* Dant [1939] 3 All ER 314; 161 LT 35; 64 LILR 212; 44 Com Cas 345 41, 97
 Court Line *v* Finelvet [1966] 1 Lloyd's Rep 683 99
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 Daval Acier d'Usinor *v* Armare SRL. *The Nerano* [1996] 1 Lloyd's Rep 1 249
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 Davis Contractors *v* Fareham UDC [1956] AC 696; [1956] 3 WLR 37; [1956] 2 All ER 145 38, 42
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 Deutsche Bank AG *v* Highland Crusader Offshore Partners [2009] 2 Lloyd's Rep 61 316
 Deutsche Ost-Afrika Linie *v* Legent Maritime Co [1998] 2 Lloyd's Rep 71 109
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 Dubai Electricity Co *v* Islamic Republic of Iran Shipping Lines. *The Iran Vojdan* [1984] 2 Lloyd's Rep 380 325

- Dunlop *v* Lambert (1839) 6 Cl & F 600 139
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- East West Corp *v* DKBS 1912 [2003] 1 Lloyd's Rep 239 137, 138, 145, 146, 147
- Edmund Fanning, The* [1953] AMC 86 196
- Edwinton Commercial Corp *v* Tsaviliriss Russ. *The Sea Angel* [2007] 2 Lloyd's Rep 517; [2007] 2 All ER (Comm) 634 42
- Effort Shipping Co *v* Linden Management Co. *The Giannis NK* [1998] 1 Lloyd's Rep 337 33, 35, 36, 37
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- Eletherios, The. See* Galaxia Maritime SA *v* Mineralimportexport
- Ellerman Lines *v* Lancaster Maritime Co Ltd. *The Lancaster* [1980] 2 Lloyd's Rep 497 307
- Elli 2, The. See* Ilyssia Compañia Naviera *v* Ahmed Bamaodah
- Elliott Steam Tug Co *v* Admiralty Commissioners [1921] 1 AC 137; 123 LT 754; 15 Asp MLC 81 8
- Ellis Shipping Corp *v* Voest Alpine Intertrading. *The Lefthero* [1992] 2 Lloyd's Rep 109 77
- Embericos *v* Reid & Co [1914] 3 KB 45; 111 LT 291; 12 Asp MLC 513 40
- Emmanuel Colocotronis (No 2), The. See* Astro Valiente SA *v* The Government of Pakistan
- Empresa Cubana de Fletes *v* Lagonisi Shipping Co. *The Georgios C* [1971] 1 QB 588; [1971] 2 WLR 221; [1971] All ER 193; [1971] 1 Lloyd's Rep 7 94, 103
- Encyclopaedia Britannica Inc *v* Hong Kong Producer [1969] 2 Lloyd's Rep 536 23, 179, 180, 184, 202
- ENE Kos *v* Petroleo Brasileiro [2009] EWHC 1843 (Comm) 107
- Enichem Anic SpA *v* Ampelos Shipping Co. *The Delfini* [1990] 1 Lloyd's Rep 252 138, 139, 157
- Enstone Building Products Ltd *v* Stanger [2002] 2 All ER (Comm) 479 328
- Epar, The* [1985] 2 MLJ 3 185
- Epsilon Rosa, The. See* Welex *v* Rosa Maritime Ltd
- Erechthion, The. See* New A Line *v* Erechthion Shipping Co
- ERG Raffinerie Mediterranee *v* Chevron USA [2007] 2 Lloyd's Rep 542 76
- Eridania SpA *v* Rudolf A Oetker. *The Fjord Wind* [2000] 2 Lloyd's Rep 191 190, 290
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- Esefka International *v* Central Bank of Nigeria [1979] 1 Lloyd's Rep 445 334
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- Eurasian Dream, The. See* Papera Traders Ltd *v* Hyundai Merchant Marine
- Europa, The* [1908] P 84; 98 LT 246; 11 Asp MLC 19 13
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- Eurymedon, The. See* New Zealand Shipping Line *v* Satterthwaite
- Evaggelos Th, The. See* Vardinoyannis *v* Egyptian General Petroleum Co
- Evera SA *v* North Shipping Co [1956] 2 Lloyd's Rep 367 68

- Evia (No 2), The*. See *Kodros Shipping Corp v Empresa Cubana de Fletes*
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Fibrosa Spolka v Fairbairn Lawson [1943] AC 32; [1942] 2 All ER 122; 73 LILR 45 40, 43, 44, 45, 293
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Forsythe International v Silver Shipping Co. The Saetta [1994] 1 WLR 1334; [1994] 1 All ER 851; [1993] 2 Lloyd's Rep 268 108
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Frances Salman, The [1975] 2 Lloyd's Rep 355 274
Frank Pais, The [1986] 1 Lloyd's Rep 529 316
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- Freeman *v* Taylor (1831) 8 Bing 124 16
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- French Marine *v* Compagnie Napolitaine [1921] 2 AC 494; 8 LILR 345; 15 Asp MLC 358 44
- Frenkel *v* MacAndrews [1929] AC 545; 33 LILR 191; 17 Asp MLC 582 16, 20
- Friso, The* [1980] 1 Lloyd's Rep 469 11, 187
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- Frost *v* Knight (1872) LR 7 Ex 111 346, 347
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- Furness Withy & Co *v* Rederiaktiebolaget Banco [1917] 2 KB 873; 117 LT 313; 14 Asp MLC 137 269
- Fury Shipping Co *v* State Trading Corp of India (*The Atlantic Sun*) [1972] 1 Lloyd's Rep 509 79
- Fyffes Group Ltd *v* Reefer Express Lines Pty. *The Kriti Rex* [1996] 2 Lloyd's Rep 171 13, 15
- Gadsden *v* Australian Coastal Shipping Commission [1977] 1 NSWLR 575 150, 246
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- Galaxia Maritime SA *v* Mineralimportexport. *The Eletherios* [1982] 1 Lloyd's Rep 351 335
- Galaxy Energy International *v* Novorossiysk Shipping. *The Petr Schmidt* [1998] 2 Lloyd's Rep 1 60
- Gangway Ltd *v* Caledonian Park Investments [2001] 2 Lloyd's Rep 715 333, 335
- Garbis Maritime Corp *v* Philippine National Oil Co (*The Garbis*) [1982] 2 Lloyd's Rep 283 245, 252
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- Gasser *v* MISAT [2004] 1 Lloyd's Rep 222 322
- Gatliffe *v* Bourne (1838) 4 Bing NC 314; affirmed (1841) 133 ER 1298 81
- Gatoil Anstalt *v* Omennial Ltd. *The Balder London* [1980] 2 Lloyd's Rep 489 104
- Gatoil Anstalt *v* Omennial Ltd. *The Balder London* [1983] 1 Lloyd's Rep 492 364
- Gebr Broere *v* Saras Chemica [1982] 2 Lloyd's Rep 436 73
- Gebr van Weelde Scheepvaart Kantoor BV *v* Homeric Marine Services Ltd. *The Agrabele* [1979] 2 Lloyd's Rep 117 334
- Geipel *v* Smith (1872) LR 7 QB 404; 26 LT 361; 1 Asp MLC 268 269
- Gem Shipping Co *v* Babanft. *The Fontevivo* [1975] 1 Lloyd's Rep 339 74
- General Electric Co *v* Lady Sophie [1979] 2 Lloyd's Rep 173 195
- General Star *v* Stirling Cooke Brown [2003] 1 Lloyd's Rep 19 318
- General Trades Enterprises & Agencies *v* Consorcio Pesquero Del Peru [1974] AMC 2343 209
- Genie, The. See* Third Chandris Shipping Corp *v* Unimarine SA
- Geogas SA *v* Trammo Gas Ltd. *The Baleares* [1991] 1 WLR 776; [1991] 3 All ER 554; [1991] 2 Lloyd's Rep 318 342
- Georgian Maritime Corp *v* Sealand Industries (Bermuda) Ltd. *The North Sea* [1999] 1 Lloyd's Rep 21 67
- Georgios C, The. See* Empresa Cubana de Fletes *v* Lagonisi Shipping Co
- Gerber & Co Inc *v* The Sabine Howaldt. *The Sabine Howaldt* [1971] 2 Lloyd's Rep 78 266
- Giannis NK, The. See* Effort Shipping Co *v* Linden Management
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- Gilchrist Watt *v* York Products [1970] 1 WLR 1262; [1970] 3 All ER 825; [1970] 2 Lloyd's Rep 1 149
- Giles *v* Morris [1972] 1 All ER 960 364
- Gill & Duffus *v* Rionda Futures [1994] 2 Lloyd's Rep 67 60, 248
- Gill & Duffus *v* Scruttons [1953] 1 WLR 1407; [1953] 2 All ER 977; [1953] 2 Lloyd's Rep 545 83
- Gill & Duffus *v* Société pour L'Exportation des Sucres [1986] 1 Lloyd's Rep 322 350

- Giovanna, The. See* Gulf Interstate Oil Corp v Ant Trade & Transport Ltd
- Glaholm v Hays (1841) 2 Man & G 257; 8 LT 93; 133 ER 743 65
- Glebe Island Terminals Pty v Continental Seagram Pty. *The Antwerpen* [1994] 1 Lloyd's Rep 213 156
- Glencore Grain Ltd v Flacker Shipping Ltd. *The Happy Day* [2002] 2 Lloyd's Rep 487 59
- Glencore Grain Ltd v Goldbeam Shipping Inc. *The Mass Glory* [2002] 2 Lloyd's Rep 244 54, 58, 59
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- Glenochil, The* [1896] P 10; 73 LT 416; 8 Asp MLC 218 274
- Glyn, Mills & Co v East & West India Dock Co (1882) 7 App Cas 591; [1881–85] All ER 674; 4 Asp MLC 580 82, 135, 155
- Glyn v Margetson [1893] AC 351 19
- Golden Fleece Maritime Inc v St Shipping & Transport Corp [2008] 2 Lloyd's Rep 119 11
- Golden Strait Corp v Nippon Yusen Kubishika Kaisha [2007] 2 Lloyd's Rep 164 360
- Golodetz & Co v Czarnikow-Rionda. *The Galatia* [1980] 1 WLR 495; [1980] 1 All ER 501; [1980] 1 Lloyd's Rep 453 123
- Good v Isaacs [1892] 2 QB 555; 67 LT 450; 7 Asp MLC 212 72, 74
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- Gosse Millerd v Canadian Government Merchant Marine [1927] 2 KB 432; [1929] AC 223; [1928] All ER 97; 32 LILR 91; 17 Asp MLC 549 192, 273, 274
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- Grace v General SN Co [1950] 2 KB 383; [1950] 1 All ER 201; 83 LILR 297 26, 110
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- Grant v Coverdale (1884) 9 App Cas 470; 51 LT 472; 5 Asp MLC 353 68, 69
- Gray & Co v Christie (1889) 5 TLR 577 91
- Great China Metal Industries v Malaysian International Shipping Corp. *The Bunga Seroja* [1999] 1 Lloyd's Rep 512 266
- Great Northern Rly Co v LEP Transport [1922] 2 KB 742 34
- Greenwich Marine Inc v Federal Commerce & Navigation Co. *The Mavro Vetrican* [1985] 1 Lloyd's Rep 580 350
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- Gulf Azov Shipping Ltd v Idisi [2001] 1 Lloyd's Rep 727 332
- Gulf Interstate Oil Corp v Ant Trade & Transport Ltd. *The Giovanna* [1999] 1 Lloyd's Rep 867 333, 334
- Gulf Italia v American Export Lines [1958] AMC 439 196
- Gulf Steel v Al Khalifa Shipping Co [1980] 2 Lloyd's Rep 261 245
- Gullischen v Stewart (1884) 11 QBD 186; 13 QBD 317 298
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- Gunnstein A/S v Jensen, Krebs & Nielson. *The Alfa Nord* [1977] 2 Lloyd's Rep 434 295
- Hadji Ali Akbar v Anglo-Arabian SS Co (1906) 11 Com Cas 219; 95 LT 610; 10 Asp MLC 307 20
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- Hadley *v* Baxendale (1854) 9 Ex 341 220, 353, 354, 356
- Hain SS Co *v* Sociedad Anonima Commercial (No 2) (1934) 151 LT 305; 49 LILR 86 72
- Hain Steamship Co *v* Tate & Lyle (1936) 2 All ER 597; 19 Asp MLC 62; 55 LILR 159; 41 Com Cas 350 21, 23, 24, 252, 280, 292, 303, 352
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- Hamburg Star, The* [1994] 1 Lloyd's Rep 399 143, 318
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- Hansen *v* Harrold Bros [1894] 1 QB 612; 70 LT 475; 7 Asp MLC 464 290
- Happy Day, The*. See *Glencore Grain Ltd v Flacker Shipping Ltd*
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- Harris *v* Best (1892) 68 LT 76; 7 Asp MLC 272 76
- Hartford Fire Insurance *v* Pacific Far East Line. *The Pacific Bear* [1974] 1 Lloyd's Rep 359 198
- Havhelt, The* [1993] 1 Lloyd's Rep 523 317
- Heathfield SS Co *v* Rodenacher (1896) 1 Com Cas 446 71
- Hector, The* [1998] 2 Lloyd's Rep 287 246
- Heinrich C Horn *v* Cia de Navegacion Fruco [1969] AMC 1495 11
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- Henriksens Rederi A/S *v* Rolimpex. *The Brede* [1974] QB 233; [1973] 3 WLR 556; [1973] 3 All ER 589; [1973] 2 Lloyd's Rep 333 100, 207, 290, 291
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- Heron II, The*. See *Koufos v Czarnikow*
- Herron and Askoe, The* [1986] 2 Lloyd's Rep 281 120
- Heskell *v* Continental Express (1950) 83 LILR 438; [1950] 1 All ER 1033 121, 358
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- Heyn *v* Ocean Steamship Co (1927) 137 LT 158; 27 LILR 334 278
- Hick *v* Raymond [1893] AC 22; 68 LT 175; 7 Asp MLC 233 15, 72, 74
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- Hildebrand *v* Geneva Mills Co [1929] AMC 971 65
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- Hochster *v* De la Tour (1853) 2 E & B 678; [1843–60] All ER Rep 12; 118 ER 922 346
- Hoegh *v* Green Truck Sales Inc [1962] AMC 431 181

- Hogarth *v* Miller Bros & Co [1891] AC 48; 64 LT 205; 7 Asp MLC 1 98
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- Iraqi Ministry of Defence v Arcepey Shipping Co SA. The Angel Bell* [1981] QB 65; [1980] 2 WLR 488; [1980] 1 All ER 480; [1980] 1 Lloyd's Rep 632 333, 335
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- Island Archon, The. See* Triad Shipping v Stellar Chartering
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- ISS Machinery Services Ltd v Aeolian Shipping. The Aeolian* [2001] 2 Lloyd's Rep 641 327
- Italmare Shipping Co v Ocean Tanker Co. The Rio Sun* [1982] 1 WLR 158; [1982] 1 All ER 517; [1982] 1 Lloyd's Rep 404 107
- Itex Itagrani Export SA v Care Shipping Corp. The Cebu (No 2)* [1990] 2 Lloyd's Rep 316 306
- Itoh & Co Ltd v Atlantska Plovidba. The Gundulic* [1981] 2 Lloyd's Rep 418 10
- Jackson v Union Marine Ins Co* (1874) LR 10 CP 125; [1874–80] All ER 317; 2 Asp MLC 435 40, 43, 65
- Jardine, Matheson & Co v Clyde Shipping Co* [1910] 1 KB 627; 102 LT 462; 11 Asp MLC 384 71
- Jarl Tra AB v Convoys Ltd* [2003] 2 Lloyd's Rep 459 147
- Jindal Iron & Steel Co Ltd v Islamic Solidarity Shipping Co. The Jordan II* [2005] 1 Lloyd's Rep 57 192, 231
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- Johnson Matthey & Co v Constantine Terminals* [1976] 2 Lloyd's Rep 215 148
- Jones v Bencher* [1986] 1 Lloyd's Rep 54 204
- Jones v Flying Clipper* (1954) 116 Fed Supp 386; [1954] 1 AMC 259 16, 23, 179, 202
- Jordan II, The. See* Jindal Iron & Steel Ltd v Islamic Solidarity Shipping Co
- Kaines (UK) Ltd v Osterreichische* [1993] 2 Lloyd's Rep 1 361
- Kalamazoo Paper Co v CPR Co* [1950] 2 DLR 369 275
- Kalliopi A, The. See* Marc Rich & Co v Touloti Compania Naviera SA
- Kalma, The. See* Melvin International v Poseidon Schiffahrt
- Kamil Export v NPL (Aust) Ltd v NPL (Australia) Ltd* (1992) unreported 156
- Kamsar Voyager, The. See* Guinomar of Conakry v Samsung Fire & Marine Insurance
- Kanchenjunga, The. See* Motor Oil Hellas Refineries SA v Shipping Corp of India
- Kapetan Markos, The. See* Hispanica de Petroleos v Vencedora Oceanica Navegacion
- Kapitan Petko Voivoda, The. See* Daewoo Heavy Industries Ltd v Klipriver Shipping Ltd
- Kapitan Sakharov, The. See* Northern Shipping Co v Deutsche Seereederei
- Karlshamns Olje Fabriker v Eastport Navigation Corp. The Elafi* [1982] 1 All ER 208; [1981] 2 Lloyd's Rep 679 143
- Kaukomarkkinat O/Y v Elbe Transport. The Kelo* [1985] 2 Lloyd's Rep 85 141
- Kelo, The. See* Kaukomarkkinat O/Y v Elbe Transport