
ELECTRONIC
DOCUMENTS IN
MARITIME TRADE

Law and Practice

MIRIAM GOLDBY



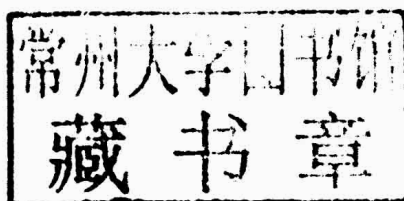
OXFORD

ELECTRONIC DOCUMENTS IN MARITIME TRADE

Law and Practice

MIRIAM GOLDBY

*Lecturer in Law, Centre for Commercial Law Studies,
Queen Mary, University of London*



OXFORD
UNIVERSITY PRESS

OXFORD
UNIVERSITY PRESS

Great Clarendon Street, Oxford, OX2 6DP,
United Kingdom

Oxford University Press is a department of the University of Oxford.
It furthers the University's objective of excellence in research, scholarship,
and education by publishing worldwide. Oxford is a registered trade mark of
Oxford University Press in the UK and in certain other countries

© Oxford University Press 2013

The moral rights of the author have been asserted

First Edition Published in 2013

Impression: 1

All rights reserved. No part of this publication may be reproduced, stored in
a retrieval system, or transmitted, in any form or by any means, without the
prior permission in writing of Oxford University Press, or as expressly permitted
by law, by licence, or under terms agreed with the appropriate reprographics
rights organization. Enquiries concerning reproduction outside the scope of the
above should be sent to the Rights Department, Oxford University Press, at the
address above

You must not circulate this work in any other form
and you must impose this same condition on any acquirer

Crown copyright material is reproduced under Class Licence
Number C01P0000148 with the permission of OPSI
and the Queen's Printer for Scotland

Published in the United States of America by Oxford University Press
198 Madison Avenue, New York, NY 10016, United States of America

British Library Cataloguing in Publication Data
Data available

Library of Congress Control Number: 2013937763

ISBN 978-0-19-966029-2

Printed in Great Britain by
CPI Group (UK) Ltd, Croydon, CR0 4YY

Links to third party websites are provided by Oxford in good faith and
for information only. Oxford disclaims any responsibility for the materials
contained in any third party website referenced in this work.

ELECTRONIC DOCUMENTS IN
MARITIME TRADE

PREFACE

The term ‘electronic commerce law’ covers a multitude of types of transaction concluded through electronic means, including domestic and cross-border transactions, transactions between businesses, and transactions between business and consumer, the sale of goods and the provision of services and so forth. While much has been written about legal aspects of the use of the electronic medium in the conduct of business, this publication focuses specifically on cross-border business-to-business contracts for the sale of goods carried by sea. This type of transaction is typically highly complex and the performance of the contractual obligations under it usually involves a large number of intermediaries. This complexity means that unique problems will arise when attempting to conclude the transaction using the electronic medium. The peculiar features of such transactions merit examination in a book that focuses specifically on international business-to-business transactions in goods that are to be or are in the process of being carried by sea.

This is what I have attempted to achieve in this book. I have not taken a theoretical approach. Rather I have researched industry practice and sought to establish how the practice would be understood from a legal perspective. I hope that my work will be of use to a wide range of people involved in or in the study of international trade, including legal practitioners, law makers, and academic researchers. The research that ultimately led to the writing of this book developed from my PhD thesis, *The Electronic Replication of the Bill of Lading’s Functions: Past Failures, Current Trends, Future Developments* (University College London 2009). Thus I owe a debt of gratitude to many people who provided assistance in researching that thesis.

First among them is my primary supervisor, Professor Michael Bridge, who provided insight into the workings of international trade and feedback on my written work. Essential feedback was also provided by my secondary supervisor, Professor Philip Rawlings, and by my mentor at the University of Surrey, Professor Indira Carr. I also thank my examiners, Professors Chris Reed and Charles Debattista, for a fruitful discussion.

The following people were kind enough to discuss various aspects of my thesis research with me by responding to interview questions and to written questionnaires, and, in many cases, by providing me with copies of standard contractual terms and other documents:

Tania Baumann (ICC)

Peter Bishop (London Chamber of Commerce)

Mary DeTuerk (SWIFT)
G J Doe (FOSFA)
Paul Hiscock (SITPRO)
Linda Jennings (APL)
Ingolf Kaiser (Stephenson Harwood)
Ben Leach (GAFTA)
Francisca Lugg (LMAA)
Paul Mallon (Bolero)
Mark Morrison (Clifford Chance)
Bill Rosenblatt (GiantSteps Media Technology Strategies)
Stuart Shepherd (Ince & Co)

I also received valuable assistance from Gerard Matthews of the London Shipping Law Centre, who provided me with valuable contacts and information, and Martin Reid of the UCL Library, who assisted me in procuring essential materials. Several arbitrators from the London Maritime Arbitrators Association responded to my questionnaire, for which participation I am very grateful.

I would also like to thank the UCL Graduate School and the Law Department for funding my trip to attend UNCITRAL's thirty-ninth session in New York in June 2006.

Substantial additional research was required to write this book. Indeed, developments in this field are happening so fast that it was, at times, hard to keep up with them. I received invaluable assistance and information from a number of people—in particular, practitioners from the legal, trade, insurance, and financial sectors. I would particularly like to thank the following:

Amarjit Banwait (Lloyd's)
Chris Buer (LIIBA)
Gary Collyer (technical adviser to the Banking Commission of the ICC)
Marina Comninou (ESS-Databridge)
Debra Fischer (CBIFFAWS)
Clyde Fletcher (Fonterra)
Hassan Hanano (QuickAssure)
Lee Harris (Charles M Schayer & Co)
Steve Hulm (LMG)
Rachael Ireland (Fonterra)
David Lawrence (Lloyd's)
Kevin Lazarus (Lloyd's)
Sam Mankotia (ESS-Databridge)
Charles Myrtle (Oceanwide)
Thierry Senechal (ICC)

I wish to thank Luca Castellani and Jae Sung Lee from the UNCITRAL Secretariat for inviting me to attend and present a paper at the UNCITRAL Colloquium on Electronic Commerce (New York, February 2011), which gave me the opportunity to meet Professors Jane Winn (University of Washington) and Manuel Alba Fernandez (Universidad Carlos III de Madrid), with whom I very much enjoyed exchanging views on this topic. I also had very interesting discussions with delegates from various countries to UNCITRAL Working Group IV (Electronic Commerce) and with the members of the Working Group's Expert Group, who are too numerous to name individually here, but to whom I wish to extend my heartfelt gratitude.

All errors and omissions are exclusively my own. Developments subsequent to 31 March 2013 are not discussed, as this was the final date for additions and updates. Since then a new edition of *Arnould's Law of Marine Insurance and Average* has been published (18th edition, April 2013), and one of the companies I discuss, TradeCard, has merged with GT Nexus (news announced 25th April 2013), and changed its name accordingly. Information regarding it can now be found at <<http://www.gtnexus.com/> [accessed 29 April 2013]>.

While every effort was made to ensure the accuracy of the information contained in this book, specific legal advice should always be sought on the application of the law in any particular situation.

I am grateful to Rachel Mullaly, Lucinda Yeates, Faye Judges, David Lewis, and Vanessa Plaister at Oxford University Press for their understanding, patience, and assistance.

Lastly, but by no means least, I would like to thank my husband, my parents, and my siblings for their support during the time spent on this research.

Miriam Goldby
April 2013

TABLE OF CASES

UNITED KINGDOM

AC Harper v Mackechnie [1925] 2 KB 423	7.20
Adams v Lindsell (1818) B & Ald 681	2.12
Agrosin Pte Ltd v Highway Shipping Co Ltd (The Mata K) [1998] 2 Lloyd's Rep 614	5.17, 6.20
Aktion Maritime Corp of Liberia v S Kasma and Brothers (The Aktion) [1987] 1 Lloyd's Rep 283, 309	6.25
Aktion, The <i>See</i> Aktion Maritime Corp of Liberia v S Kasma and Brothers (The Aktion)	
Alimport v Soubert Shipping Co Ltd [2000] 2 Lloyd's Rep 447	5.16
American Accord, The <i>See</i> United City Merchants (Investments) Ltd v Royal Bank of Canada (The American Accord)	
American Airlines Inc v Hope [1974] 2 Lloyd's Rep 301	7.06
Angel Bell, The <i>See</i> Iraqi Ministry of Defence v Arcepey Shipping Co SA (The Angel Bell)	
Ant Jurgens Margarinefabrieken v Louis Dreyfus & Co [1914] 2 KB 40	5.53, 5.72
Antares (No 1), The <i>See</i> Kenya Railways v Antares Co Pte Ltd (The Antares) (No. 1)	
Apioil Ltd v Kuwait Petroleum Italia SpA [1995] 1 Lloyd's Rep 124	1.03
Ardennes, The <i>See</i> SS Ardennes (Cargo Owners) v SS Ardennes (Owners) (The Ardennes)	
Argentina, The (1867) KR 1 Ad&E 370	5.53
Argo Fund Ltd v Essar Steel Ltd [2005] EWHC 600	6.25
Armour & Co Ltd v Leopold Walford (London) Ltd [1921] 3 KB 473	5.22
Arnhold Karberg & Co v Blythe Green Jourdain & Co [1916] 1 KB 495	3.05
Aspen Insurance UK v Pectel [2008] EWHC 2804 (Comm)	7.34
Assicurazioni Generali SpA v Ege Sigorta AS [2002] Lloyd's Rep IR 480	7.16
Baker v Adam (1910) 15 Com Cas 227	7.31
Balfour v Beaumont [1982] 2 LI Rep 493 (QBD) affirmed [1984] 1 Lloyd's Rep 272 (CA)	7.06
Banco Atlantico SA v British Bank of the Middle East [1990] 2 Lloyd's Rep 504	3.11
Banco Santander SA v Banque Paribas [2000] 1 All ER (Comm) 776	3.15, 3.32
Banco Santander SA v Bayfern Ltd <i>See</i> Banco Santander SA v Banque Paribas	
Barber v Meyerstein (1870) LR 4 HL 317	5.37
Beazley v Horizon Offshore Contractors [2004] EWHC 2555	7.17
Berge Sisar, The <i>See</i> Borealis AB v Stargas Ltd (The Berge Sisar)	
Berger v Pollock [1973] 2 Lloyd's Rep 442	7.32
Berger & Co Inc v Gill & Duffus SA [1984] AC 382	3.05
Beursgracht, The <i>See</i> Glencore International AG v Ryan (The Beursgracht)	
Biddell Brothers v E Clemens Horst Co. [1912] AC 18	3.07, 7.22
Black King Shipping Corp v Massie (The Litsion Pride) [1985] 1 Lloyd's Rep 437	7.31
Bolt & Nut Co (Tipton) Ltd v Rowlands Nicholls & Co Ltd [1964] 2 QB 10	3.10
Bonner v Cox Dedicated Corporate Member Ltd [2005] 1 Lloyd's Rep IR 569	7.09
Borealis AB v Stargas Ltd (The Berge Sisar) [2001] UKHL 17	5.43
Brandt v Liverpool, etc, Steam Navigation Co [1924] 1 KB 575	3.13, 5.05
Bristol and West of England Bank v Midland Railway Co [1891] 2 QB 653	5.41
British Crane Hire Corp v Ipswich Plant Hire [1975] QB 303	5.22
Brook v Trafalgar Insurance Co Ltd (1946) 79 LI L R 365	7.34
Brough v Whitmore (1791) 4 TR 206	7.12

Browner International Ltd v Monarch Shipping Co Ltd (The European Enterprise)	
[1989] 2 Lloyd's Rep 185	5.58, 6.17
Browning v Provision Insurance Co of Canada (1873) LR 5 PC 263	7.28
Burnett v Westminster Bank Ltd [1966] 1 QB 742.	5.32
Carlill v Carbolic Smoke Ball Company [1893] 1 QB 256	2.17, 6.52, 6.53
Chabbra Corpn Pte Ltd v Jag Shakti (Owners) (The Jag Shakti) [1986] AC 337	5.41
China Shipping Development Co Ltd v State Bank of Saurashtra [2001] 2 Lloyd's Rep 691	6.68
Chitral, The <i>See</i> International Air and Sea Cargo GmbH v Owners of the Chitral (The Chitral)	
Citadel Insurance Co v Atlantic Union Insurance Co SA [1984] ECC 191.	7.14
Claxton Engineering Services Ltd v TXM Olaj-És Gázkutató Kft [2010] EWHC 2567 (Comm).	1.02
Clyde Marine Insurance Co v Renwick & Co 1924 SC 113	7.11
Cochrane v Moore (1890) 25 QBD 57	5.44
Codemasters Software Co Ltd v Automobile Club de l'Ouest [2009] EWHC 2361 (Ch)	2.46
Coleman's Depositories, Re [1907] 2 KB 798	7.34
Colin & Shields v W Weddel & Co Ltd [1952] 2 Lloyd's Rep 9	5.71, 7.20
Commercial Union Assurance Co and ors v Guardian Assurance Co and anor (1922) 13 Ll L R 75, 77.	7.12, 7.15
Compania Commercial Naviera San Martin SA v China National Foreign Trade Transportation Corp (The Costanza M) [1981] 2 Lloyd's Rep 148	5.24
Compania Naviera Vasconzada v Churchill & Sim [1906] 1 KB 237	5.05, 6.09, 6.10
Comptoir d'Achat et de Vente du Boerenbond Belge SA v Luis de Ridder Limitada (The Julia) [1949] AC 293.	5.71, 7.20
Continental Tyre & Rubber Co Ltd v Trunk Trailer Ltd 1987 SLT 58	1.02
Cooke & Sons v Eshelby (1887) 12 App Cas 271	7.28
Cory v Patton (1872) LR 7 QB 304, affirmed (1874) LR 9 QB 577.	7.15
Costanza M, The <i>See</i> Compania Commercial Naviera San Martin SA v China National Foreign Trade Transportation Corp	
Cox v Bruce (1887) LR 18 QBD 147	5.06
Credit Agricole Indosuez v Generale Bank [1999] 2 All ER (Comm) 1009.	3.32
Credit Industriel et Commercial v China Merchants Bank [2002] EWHC 973 (Comm).	3.23
Crema v Cenkos Securities plc [2010] EWCA Civ 1444.	8.30, 8.32
Cunard Steamship v Marten [1902] 2 KB 624	7.12, 7.26
Cunliffe-Owen v Teather & Greenwood [1967] 1 WLR 1421	7.31
Customs and Excise Commissioners v Diners Club Ltd [1989] 1 WLR 1196	6.25
Czarnikow-Rionda Sugar Trading Inc v Standard Bank London Ltd [1999] 1 All ER (Comm) 890	3.31, 3.32
Dean and Chapter of Ely, The v Caldecot (1832) 8 Bingham 439	8.37
Debtor, Re a (No 2021 of 1995) [1996] 2 All ER 345	8.23
Delfini, The <i>See</i> Enichem Anic SpA v Ampelos Shipping Co Ltd (The Delfini)	
Demetra K, The <i>See</i> Kiriacoulis Lines SA v Compagnie d'Assurances Maritime Aeriennes et Terrestres (Camat) & anor (The Demetra K)	
Denby v English and Scottish Maritime Insurance Co Ltd [1998] CLC 870	7.06
Devonald v Rosser & Sons [1906] 2 KB 728	7.31
Diamond Alkali Export Corp v Fl Bourgeois [1921] 3 KB 443.	3.07, 5.42, 7.18, 7.19, 7.22, 7.32
Dona Mari, The <i>See</i> Peter Cremer GmbH v General Carriers SA (The Dona Mari)	
Donald v Suckling (1866) LR 1 QB 585.	3.13
Donald H Scott & Co v Barclays Bank [1923] 2 KB 1	7.18, 7.22
Dracachi v Anglo-Egyptian Navigation Co (1868) LR 3 CP 190	5.44

Dunelmia, <i>The See</i> President of India v Metcalfe Shipping Co (The Dunelmia)	
Dunlop Haywards (DHL) Ltd v Barbon Insurance Group Ltd [2009] EWHC 2900 (Comm)	7.08
Dunlop Haywards v Erinaceous Insurance Services Ltd [2009] EWCA Civ 354 [2008] EWHC 520 (Comm) (QBD) reversed [2009] EWCA Civ 354 (CA)	7.08
Dunlop Pneumatic Tyre v Selfridge [1915] AC 847	6.46, 6.47
E Clemens Horst v Biddell Bros [1912] AC 18	3.05, 7.22
Eagle Star Insurance v Spratt [1971] 2 Lloyd's Rep 116.	7.09
East West Corporation v Dkbs 1912 [2003] 1 Lloyd's Rep 239.	6.96
Eide UK Ltd v Lowndes Lambert Group Ltd [1999] QB 199	8.26
El Amria, The and El Minia, The [1982] 2 Lloyd's Rep 28	6.96
Enichem Anic SpA v Ampelos Shipping Co Ltd (The Delfini) [1990] Lloyd's Rep 252	5.38, 5.44
Entores Ltd v Miles Far East Corp [1955] 2 QB 327.	2.12
Equitable Trust Company of New York v Dawson Partners Ltd (1927) 27 Ll L Rep 49	3.18
ERC Frankona Reinsurance v American National Insurance Co [2006] Lloyd's Rep IR 157.	7.09
Etablissement Esefka International Astalt v Central Bank of Nigeria [1979] 1 Lloyd's Rep 445	3.30
European Enterprise, <i>The See</i> Browner International Ltd v Monarch Shipping Co Ltd (The European Enterprise)	
Evangelidis Era, <i>The See</i> First National Bank of Chicago v West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg) (The Evangelidis Era)	
Evergreen Marine Corporation v Aldgate Warehouse (Wholesale) Ltd [2003] 2 Lloyd's Rep 597	6.96
Farencos Shipping Co Ltd v Daebo Shipping Co Ltd (The Bremen Max) [2008] EWHC 2755 (Comm)	2.39, 6.68
Ficom SA v Sociedad Cadex Ltd [1980] 2 Lloyd's Rep 118	3.14
Finmoon Ltd v Baltic Reefers Management Ltd [2012] EWHC 920 (Comm); [2012] 2 Lloyd's Rep 388.	6.25, 9.08
First Energy v Hungarian International Bank Ltd [1993] 2 Lloyd's Rep 194.	8.28
First National Bank of Chicago v West of England Shipowners Mutual Protection and Indemnity Association (Luxembourg) (The Evangelidis Era) [1981] 1 Lloyd's Rep 54	7.30
Firstpost Homes v Johnson [1995] 1 WLR 1567.	8.23
Fisher v Liverpool Marine Insurance Co (1874) LR 9 QB 418	7.11
Fortis Bank SA/NV and anor v Indian Overseas Bank [2010] EWHC 84 (Comm); [2010] Bus LR 835 (QBD) affirmed by [2011] EWCA Civ 58; [2012] Bus LR 141 (CA),	3.22
Freeman & Lockyer v Buckhurst Park Properties (Mangal) Ltd [1964] 1 All ER 630.	8.28
Furst (Enrico) v WE Fischer [1960] 2 Lloyd's Rep 340.	3.04
Future Express, <i>The</i> [1992] 2 Lloyd's Rep 79 (QBD Admt), affirmed [1993] 2 Lloyd's Rep 542 (CA).	5.43, 6.112
G&H Montage GmbH v Irvani [1990] 1 WLR 667.	3.11
Gabbiano, <i>The</i> [1940] P 166.	3.05
Gardano and Giampieri v Greek Petroleum George Mamidakis & Co [1962] 1 WLR 40	3.05
Gatoil International v Tradax Petroleum [1985] 1 Lloyd's Rep 351.	1.03
GB Gas Holdings v Accenture [2010] EWCA Civ 912.	2.53
General Accident Fire & Life Assurance Corp v Tanter (The Zephyr) [1984] 1 Lloyd's Rep 58 (QBD)	7.13
General Accident Fire & Life Assurance Corp v Tanter (The Zephyr) [1984] 1 Lloyd's Rep 529 (CA).	7.06

General Reinsurance Corp v Forsakringsaktiebolaget Fennia Patria [1982] QB 1022 (QBD)	7.17
General Reinsurance Corp v Forsakringsaktiebolaget Fennia Patria [1983] QB 856 (CA)	7.06, 7.09, 7.31
Genforsikrings Aktieselskabet (Skandinavia Reinsurance Co of Copenhagen) v D Costa [1911] 1 KB 137	7.11
George Kallis (Manufacturers) Ltd v Success Insurance Ltd [1985] 2 Lloyd's Rep 8	3.30
GHSP Inc v AB Electronic Ltd [2010] EWHC 1828 (Comm)	1.02
Gian Singh and Co Ltd v Banque de l'Indochine [1974] 1 WLR 1234	3.32
Gilbert Browning v Provincial Ins Co of Canada (1873) 5 PC 263	7.19
Gilkes v Venizelos ANESA [2000] IL Pr 487	7.17
Glencore Grain Rotterdam BV v Lebanese Organisation for International Commerce [1997] CLC 1274, [1997] 2 Lloyd's Rep 386	3.03, 3.16
Glencore International Ltd AG v Alpina Insurance Co Ltd [2004] 1 Lloyd's Rep 111	7.14
Glencore International AG v Bank of China [1996] 1 Lloyd's Rep 135	3.23
Glencore International AG v Ryan (The Beursgracht) [2002] 1 Lloyd's Rep 574	7.14
Glocom v Eagle Star Insurance, unreported, 4 October 1996, Court of Appeal (Civil Division)	7.23
Glyn Mills Currie & Co v East and West India Dock Co (1882) 7 App Cas 591	5.41
Golden Ocean Group Ltd v Salgaocar Mining Industries Pvt Ltd [2011] EWHC 56 (Comm)	2.25
Goodman v J Eban Ltd [1954] 2 WLR 581	8.23
Graham Joint Stock Shipping Co Ltd v Merchants Marine Insurance Co Ltd (The Ioanna) (No 1) [1924] AC 294	7.31
Grant v Norway (1851) 10 CB 665	5.07, 5.14, 5.16, 6.12
Great North Eastern Railway v Avon Insurance plc [2001] 1 Lloyd's Rep IR 793	7.16
Green v Sichel (1860) 7 CB NS 747, 141 ER 1009	3.03
Groom v Barber [1915] 1 KB 316, 324	3.07, 7.22
Group Josi Re v Walbrook Insurance Co Ltd [1996] 1 WLR 1152	3.31
Guaranty Trust Company of New York v Hannay & Co [1918] 2 KB 623	3.30
Gurney v Behrend (1854) 3 E&B 622	5.44
Hall v Cognos Ltd, Industrial Tribunal Case no 1803325/97	2.34
Hamzeh Malas & Sons v British Imex Industries Ltd [1958] 2 QB 127	3.30
Hansson v Hamel & Horley Ltd [1922] 2 AC 36	3.06
Happy Ranger, The <i>See</i> Parsons Corp v CV Scheepvaartonderneming (The Happy Ranger)	
Hardwick Game Farm v Suffolk Agricultural Association [1969] AC 31	5.22
Harman and ors v Kingston (1811) 3 Camp 150	7.13, 7.14
Heath Lambert v Sociedad de Corretaje de Seguros, Banesco Seguros CA [2006] EWHC 1345	8.26
Heath Lambert Ltd v Sociedad de Corretaje de Seguros [2004] EWCA Civ 792	7.17
Heskell v Continental Express (1950) 83 Lloyd's Rep 438	5.11, 5.12, 5.13, 5.16, 5.18, 6.13
Hibbert v Carter (1787) 1 TR 745	3.13, 5.36
HIH Casualty and General Insurance Ltd v New Hampshire Insurance Co & ors [2001] CLC 1480	7.16, 7.17
Hill v Regem [1945] 2 KB 329	6.09, 6.46
Hindley & Co v East Indian Produce Co [1973] 2 Lloyd's Rep 515	3.05
Homburg Houtimport BV v Agrosin Private Ltd (The Starsin) [2003] 1 Lloyd's Rep 571	5.26, 5.34, 5.35, 5.43, 6.32
Home Marine Insurance Co v Smith [1898] 2 QB 351	7.17
Houda, The <i>See</i> Kuwait Petroleum Corp v I&D Oil Carriers Ltd (The Houda)	
Household Fire Insurance v Grant (1879) 4 Ex D 216	2.12
Hughes v Pump House Hotel (No 1) [1902] 2 KB 190	7.30
Humfrey v Dale 7 E & B 266	7.20

Ian Stach v Baker Bosly [1958] 1 Lloyd's Rep 127	3.16
Immingham Storage Company Ltd v Clear PLC [2011] EWCA Civ 89	2.05
Ines, The <i>See</i> MB Pyramid Sound BC v Briese Schifffahrts GmbH	
International Air and Sea Cargo GmbH v Owners of the Chitral (The Chitral) [2000] 1 Lloyd's Rep 529	5.65, 6.88
Ioanna, The <i>See</i> Graham Joint Stock Shipping Co Ltd v Merchants Marine Insurance Co Ltd (The Ioanna) (No 1)	
Ionides and Chapeaurouge v The Pacific Fire and Marine Insurance Co (1871) LR 6 QB 674 (QB) affirmed (1872) LR 7 QB 517 (Ex Ch).	7.06, 7.10, 7.15
Iraqi Ministry of Defence v Arcepey Shipping Co SA (The Angel Bell) [1979] 2 Lloyd's Rep 491	7.28, 7.31, 8.37
Ireland v Livingstone (1872) LR 5 HL 395	1.03, 3.07, 7.19, 7.22
J Aron and Company (Inc) v Comptoir Wegimont [1921] 3 KB 435.	5.05
J Pereira Fernandes v Mehra [2006] EWHC 813	2.28, 2.34, 8.08, 8.23
Jade International Steel Stahl und Eisen GmbH & Co KG v Robert Nicholas (Steels) [1978] QB 917	3.11
Jag Shakti, The <i>See</i> Chhabra Corp'n Pte Ltd v Jag Shakti (Owners) (The Jag Shakti)	
James Finlay & Co Ltd v NK Kwik Hoo Tung Handel Maatschappij [1929] 1 KB 400, [1928] All ER Rep 110	3.30
Jascon 5, The <i>See</i> Talbot Underwriting v Nausch Hogan & Murray Inc (The Jascon 5)	
JH Rayner and Co Ltd v Hambro's Bank Ltd [1943] KB 37	3.19
JI MacWilliam Co Inc v Mediterranean Shipping Co SA (The Rafaela S) [2005] 2 AC 423	5.41, 5.68, 5.69, 6.15, 6.16, 6.88, 11.52
John Martin of London v AE Taylor & Co Ltd [1953] 2 Lloyd's Rep 589	1.03
Johnson v Taylor Bros & Co Ltd [1920] AC 114	1.03, 3.07
Jones v Waring [1926] AC 670	3.11
Julia, The <i>See</i> Comptoir d'Achat et de Vente du Boerenbond Belge SA v Luis de Ridder Limitada (The Julia)	
Keighley, Maxted & Co v Durant [1901] AC 240.	7.28
Kenya Railways v Antares Co Pte Ltd (The Antares) (No. 1) [1987] 1 Lloyd's Rep 424	5.26, 5.34, 6.32
Kiriacoulis lines SA v Compagnie d'Assurances Maritime Aeriennes et Terrestres (Camat) & anor (The Demetra K) [2002] EWCA Civ 1070	7.17, 8.30, 8.32
Koskas v Standard Marine Insurance Co (1927) 27 Ll L Rep 59.	7.21, 7.27, 7.32
Kredietbank Antwerp v Midland Bank Plc [1999] 1 All ER (Comm) 801	3.23
Kronprinsessan Margareta, The, Parana, The [1921] AC 486	5.38
Kuwait Petroleum Corp v I&D Oil Carriers Ltd (The Houda) [1994] 2 Lloyd's Rep 541	5.41
Kwei Tek Chao and ors v British Traders and Shippers [1954] 2 QB 459	3.05, 8.43
Kydon Cia Naviera SA v National Westminster Bank Ltd (The Lena) [1981] 1 Lloyd's Rep 68, 77	1.03
Laurie and Morewood v Dudin and Sons [1926] 1 KB 223	5.46
Le Cheminant v Pearson (1812) 4 Taunt 380	7.12
Leduc v Ward (1888) 20 QBD 475.	5.20, 5.21, 5.24
Lena, The <i>See</i> Kydon Cia Naviera SA v National Westminster Bank Ltd (The Lena)	
Lickbarrow v Mason (1787) 2 TR 63	5.36, 5.42, 5.53
Limit No 2 Ltd v Axa Versicherung AG [2007] EWHC 2321	7.14
Lindsay v O'Loughnane [2010] EWHC 529 (QB)	2.34, 8.23
Lishman v Northern Maritime Insurance (1873) LR 8 CP 216.	7.15
Litsion Pride, The <i>See</i> Black King Shipping Corp v Massie (The Litsion Pride)	
Lombard Banking Ltd v Central Garage and Engineering Co Ltd and ors [1962] 3 WLR 1199.	3.11
London & Northern Bank, Re [1900] 1 Ch 200.	2.12

London Joint Stock Bank Ltd v British Amsterdam Maritime Agency Ltd (1910) 16 Com Cas 102	5.41
L'Oréal SA v eBay International AG [2009] EWHC 1094	2.46
Macaure v Northern Assurance Co Ltd [1925] AC 619	7.33
Macleod Ross & Co Ltd v Cie D'Assurance Generales l'Helvetia [1952] 1 Lloyd's Rep 12	7.21, 7.23
Maersk Nimrod, The <i>See</i> Petrofina SA v AOT Ltd (The Maersk Nimrod)	
Malmberg v HJ Evans & Co (1924) 20 Ll L LR 40	7.18, 7.22
Manbre Saccharine Co Ltd v Corn Products Co Ltd [1919] 1 KB 198	3.05, 7.19
Marie Joseph, The <i>See</i> Pease v Gloahec (The Marie Joseph)	
Marlborough Hill, The Ship v Alex Cowan & Sons Ltd [1921] 1 AC 444	5.42
Marlton v Tectronix UK Holdings [2003] EWHC 383	6.09, 6.46
Marsden v City & County Assurance Co (1865) LR 1 CP 232	7.34
Marsden v Reid (1803) 3 East 572	7.09, 7.12
Mata Hari, The <i>See</i> Pindos Shipping Corp v Raven (The Mata Hari)	
Mata K, The <i>See</i> Agrosin Pre Ltd v Highway Shipping Co Ltd (The Mata K)	
MB Pyramid Sound BC v Briesse Schiffahrts GmbH [1993] 2 Lloyd's Rep 492; [1995] 2 Lloyd's Rep 144	5.42
McCarren & Co Ltd v Humber International Transport Ltd and Truckline Ferries (Poole) Ltd (The Vechscroon) [1982] 1 Lloyd's Rep 301	5.58
Miramichi, The [1915] P 71	7.22
Mitsui Ltd v Flota Mercante SA (1988) 1 WLR 1145	3.04
Monrod Ltd v Grundkotter Fleischvertreibe GMBH [2001] EWCA Civ 1954, [2002] 1 WLR 1975	3.34, 3.35, 3.37, 3.38, 4.21, 8.43
Morrison v Universal Marine Insurance Co (1872) LR 8 Ex 40 (Ex), reversed by (1873) LR 8 Ex 197 (Ex Ch)	7.09
Motis Exports Ltd v Dampskibsselskabet [2000] 1 Lloyd's Rep 211	3.30
Mount I, The <i>See</i> Raiffeisen Zentralbank Osterreich AG v Five Star General Trading LLC (The Mount I)	
Mount Ltd v Jay & Jay Provisions Ltd [1960] 1 QB 159	5.52, 6.43
Nagoremull v Triton Insurance Co (1924) 20 Ll L Rep 173	7.11
National Benefit Assurance Company, Re (1927) 29 Ll L LR, 77	7.17
Nea Tyhi, The [1982] 1 Lloyd's Rep 606	5.07
New Zealand Shipping Co Ltd v AM Satterthwaite & Co Ltd [1975] AC 154	6.53
Nicholas Prestige Homes v Neal [2010] EWCA Civ 1552	2.12
North of England Oil Cake Co v Archangel Maritime Ins Co (1875) LR 10 QB 249	7.31
Odessa, The [1916] 1 AC 145	3.13
Orton v Collins and ors [2007] EWHC 803	2.34, 8.23
OTM Ltd v Hydronautics [1981] 2 Lloyd's Rep 211	1.02
P Samuel & Co Ltd v Dumas [1924] AC 431	7.31
Parana, The <i>See</i> Kronprinsessan Margareta, The, Parana, The	
Parsons v New Zealand Shipping Co [1901] 1 QB 548	7.19
Parsons Corp v CV Scheepvaartonderneming (The Happy Ranger) [2002] 2 Lloyd's Rep 357	6.88
Pease v Gloahec (The Marie Joseph) (1866) LR 1 PC 219	5.53
Peter Cremer GmbH v General Carriers SA (The Dona Mari) [1974] 1 WLR 341	5.06
Petrofina SA v AOT Ltd (The Maersk Nimrod) [1992] QB 571	1.03
Pharmaceutical Society of Great Britain v Boots Cash Chemists (Southern) LD [1953] 1 QB 401	2.17, 2.19
Phoenix Insurance Co of Hartford v De Monchy (1929) 34 Ll L Rep 201	7.13, 7.21, 7.22, 7.23, 7.27

Pindos Shipping Corp v Raven (The Mata Hari) [1983] 2 Lloyd's Rep 449	7.08
Powles v Innes (1843) 11 M&W 10	7.30, 7.31
President of India v Metcalfe Shipping Co (The Dunelmia) [1970] 1 QB 289	5.25
Primetrade AG v Ythan Ltd [2005] EWHC 2399 (Comm)	3.14
Pyrene Co Ltd v Scindia Navigation Co Ltd [1954] 1 Lloyd's Rep 321	6.16, 6.96
Queen, The (on application of Software Solutions Partners Ltd) v Her Majesty's Commissioners for Customs and Excise [2007] EWHC 971 (Admin)	2.23
Rafaela S, The <i>See</i> JI MacWilliam Co Inc v Mediterranean Shipping Co SA (The Rafaela S) Raiffeisen Zentralbank Österreich AG v Five Star General Trading LLC (The Mount I) [2001] QB 825	7.30, 7.31
Rasnoimport v Guthrie & Co Ltd [1966] 1 Lloyd's Rep 1	5.07
Reinhold and Co and Hansloh's Arbitration, Re (1896) 12 TLR 422	1.06
Roar Marine v Bimeh Iran Insurance Co [1998] Lloyd's Rep 423	7.06
Robinson v Touray (1811) 3 Camp 158	7.13, 7.14
Safa Ltd v Banque du Caire [2000] 2 All ER (Comm) 567	3.30
Safadi v Western Assurance Co (1933) 46 Ll L Rep 140	7.31, 8.36, 8.37
Sanders Bros v Maclean & Co (1883) 11 QBD 327	5.37, 5.43
Saudi Crown, The [1986] 1 Lloyd's Rep 261	3.30, 5.07
Scruttons Ltd v Midland Silicones Ltd [1962] AC 446	6.47
Sedgwick Tomenson Inc v PT Reasuransi Uman Indonesia [1990] 2 Lloyd's Rep 334	7.14
Sewell v Burdick (1884) 10 App Cas 74	3.13, 5.38, 5.44
Shell International Petroleum v Gibbs [1982] QB 946	7.12
Sinason-Teicher Inter-American Grain Corp v Oilcakes and Oilseeds Trading Co [1954] 2 Lloyd's Rep 327	3.16
Siu Yin Kwan v Eastern Insurance Co Ltd [1994] 1 AC 199	7.28
Skips A/S Nordheim v Syrian Petroleum Co and Petrofina SA (The Varenna) [1984] QB 599	5.24
Smith v Bedouin Steam Navigation Co [1896] AC 70	5.07
Smyth (Ross T) & Co v Bailey Sons & Co (1940) 67 Ll L Rep 147	1.03, 3.05
Society of Lloyds v Canadian Imperial Bank of Commerce [1993] 2 Lloyds Rep 579	3.32
Software Solutions Partners Ltd <i>See</i> Queen, The (on application of Software Solutions Partners Ltd) v Her Majesty's Commissioners for Customs and Excise	
Solo Industries UK Ltd v Canara Bank [2001] EWCA Civ 1059, [2001] 2 All ER (Comm) 217, [2001] 2 Lloyd's Rep 578	3.30, 3.33
Soproma SpA v Marine & Animal By-Products Corp [1966] 1 Lloyd's Rep 367	6.88, 6.98
Sormovskiy 3068, The <i>See</i> Sucre Export SA v Northern River Shipping Ltd (The Sormovskiy 3068)	
SS Ardennes (Cargo Owners) v SS Ardennes (Owners) (The Ardennes) [1951] 1 KB 55	5.12, 5.20
Standard Bank London v Canara Bank, unreported, 22 May 2002 (QBD (Comm))	3.33
Starsin, The <i>See</i> Homburg Houtimport BV v Agrosin Private Ltd (The Starsin)	
Stock v Inglis (1884) 12 QBD 564, (1885) LR 10 App Cas 263	3.04, 5.46
'Strathlorne' Steamship Co v Baird & Sons 1916 SC (HL) 134	8.37
Sucre Export SA v Northern River Shipping Ltd (The Sormovskiy 3068) [1994] 2 Lloyd's Rep 266	5.41, 6.68
Swan and Cleland's Graving Dock and Slipway Co v Maritime Insurance Co and Croshaw [1907] 1 KB 116	7.11
Sze Hai Tong Bank v Rambler Cycle Co [1959] AC 576	5.41
Tai Hing Cotton Ltd v Liu Chong Bank Ltd [1985] 2 All ER 947	5.32
Talbot Underwriting v Nausch Hogan & Murray Inc (The Jascon 5) [2006] EWCA Civ 889, [2006] Lloyd's Rep IR 531	7.17, 7.28

Table of Cases

Tekdata Interconnections Ltd v Amphenol Ltd [2009] EWCA Civ 1209	1.02
Thornton v Shoe Lane Parking Ltd [1971] 2 QB 163	2.23
Totsa Total Oil Trading SA v Bharat Petroleum Corp Ltd [2005] EWHC 1641	3.04
Touche Ross & Co v Baker [1991] 2 Lloyd's Rep 230 (CA)	7.13, 7.35
Touche Ross & Co v Baker [1992] 2 Lloyd's Rep 207 (HL)	7.06
Tregelles v Sewell (1862) 7 Hurl & N 574; 158 ER 600	3.05
Türkiye İS Bankası AS v Bank of China [1996] 2 Lloyds Rep 611	3.32
Twentieth Century Fox Film Corp v Newzbin Ltd [2010] ECC 13	2.46
United City Merchants (Investments) Ltd v Royal Bank of Canada (The American Accord)	
[1983] 1 AC 168	3.30, 3.31, 3.34, 3.37, 8.43
United Trading Corp SA v Allied Arab Bank Ltd [1985] 2 Lloyds Rep 554	3.30
Unum Life Insurance Co of America v Israel Phoenix Assurance Co Ltd [2002] Lloyd's Rep IR 374	7.06, 7.16
Varennia, The <i>See</i> Skips A/S Nordheim v Syrian Petroleum Co and Petrofina SA (The Varennia)	
Vechscroon, The <i>See</i> McCarren & Co Ltd v Humber International Transport Ltd and Truckline Ferries (Poole) Ltd (The Vechscroon)	
Velos Group v Harbour Insurance Services [1997] 2 Lloyd's Rep 461	7.17
Wait, Re [1927] 1 Ch 606	5.46
Waren Import Gesellschaft Krohn & Co v Internationale Graanhandel Thegra NV [1975] 1 Lloyd's Rep 146	5.71
Westpac Banking Corp v Commonwealth Steel Co Ltd [1986] 1 Lloyd's Rep 311	3.04
White Angel, The (1549) Select Pleas Vol. II, 59	5.19
William Pickersgill & Sons Ltd v London & Provincial Marine & General Insurance Co Ltd [1912] 3 KB 614	7.31
Williams v Atlantic Assurance Co [1933] 1 KB 81	7.31
Wilson v Jones (1867) LR 2 Ex 139	7.33
Wilson Holgate v Belgian Grain and Produce Co [1920] 2 KB 1	7.18, 7.19, 7.20, 7.22
Yelo v Machado (SM) Co Ltd [1952] 1 Lloyd's Rep 183	3.04
Youell v Bland Welch [1992] 2 Lloyd's Rep 127	7.16
Zephyr, The <i>See</i> General Accident Fire and Life Assurance Corp v Tanter (The Zephyr)	
AUSTRALIA	
Plaimar Ltd v Waters Trading Co Ltd (1945) 72 CLR 304	1.03, 3.05
Stone Gemini, The [1999] 2 Lloyd's Rep 255	6.68
CANADA	
Canadian Imperial Bank of Commerce v Insurance Corp of Ireland Ltd (1991) 75 DLR (4th) 482	7.28
Olbert Metal Sales Ltd v Cerescorp Inc 1996 CarswellNat 2325	3.04
FRANCE	
Thierry P v Netbusiness Planète Discount, Tribunal d'Instance Strasbourg, 24 July 2002	2.16
NETHERLANDS	
OTTO v Stichting Postwanorder, unreported, 2007 (RB (Breda))	2.16

SINGAPORE

Beam Technology (Manufacturing) Pte Ltd v Standard Chartered Bank [2003] SLR 597	3.38
Dolphina, The [2011] SGHC 273; [2012] 1 Lloyd's Rep 304	5.40, 5.41
Lambias (Importers and Exporters) Co Pte Ltd v Hong Kong and Shanghai Banking Corp [1993] 2 SLR 751	3.37
Voss v APL Co Pte Ltd [2002] 2 Lloyds Rep 707	5.41

UNITED STATES

Aetna Ins Co v Willys-Overland, Inc 288 Fed 912 (ND Ohio 1922)	7.23
Fritz v Old American Insurance Company 354 F Supp. 514 (SD Tex 1973)	2.23
Hart v Automobile Ins Co 246 NY Supp 586 (Sup Ct 1930)	7.23
Hotmail v Van Money Pie Inc 1998 WL 388389 (ND Cal 1998)	2.17
Hughes v AOL Inc USDC, D Mass, Summary judgment, Civil action no 2001-10981-RBC	2.17
iLan Systems Inc v Netscout Service Level Corp, 2002 WL 15592 (D Mass 2002)	2.17
Johnson & Higgins v Charles F Garrigues Co 22 F (2d) 454 (SDNY 1927)	7.20
Kerr v Union Marine Insurance Co, 124 F835, 1903	7.11
King v Allstate Ins Co 906 F 2d 1537, 1991 AMC 204 (11th Cir 1990)	7.15
Kunglig Jarnvagsstyrelsen v Dexter & Carpenter 299 Fed 991 (SDNY 1924)	7.20
McCaughn v American Meter Co 67 F 2d 148 (3rd Cir, 1933) (US CA)	2.23
Montauk Oil Transp Corp v Steamship Mut Underwriting Ass'n (Bermuda) 79 F 3d 295, 1996 AMC 1379 (2d Cir 1996)	7.11, 7.15
Queen Ins Co of America v Globe & Rutgers Fire Ins Co 263 US 487, 493 (1924)	7.02
Royal Insurance Co of America v Institute of London Underwriters (ILU) 1996 AMC 1584 (Ala Cir Ct 1995)	7.11
Royster Guano Co v Globe & Rutgers Fire Ins Co 252 NY 75, 168 NE 834 (1929)	7.23
Sztejn v J Henry Schroder Banking Corp 177 Misc 719, 31 NY S 2d 631 (1941)	3.31
United Bank Ltd v Cambridge Sporting Goods Corp 41 NY 2d 254, 360 NE 2d 943 (1976)	3.31
Wilburn Boat v Fireman's Fund Ins Co 348 US 310 (1955)	7.02

TABLE OF LEGISLATION

UNITED KINGDOM

Statutes

Bills of Exchange Act 1882 (BEA 1882)	3.10, 7.02	s 5(3)	5.63, 5.65
s 3	3.10	s 5(5)	6.20
s 20	3.11	Civil Evidence Act 1995	
s 29	3.10	s 8	2.11
s 55	3.11	s 13	2.11, 6.09, 6.46
s 56	3.11	Communications Act 2003	
Bills of Lading Act 1855	5.03	Sch 17, para 119	6.19
s 1	5.21	Consumer Credit Act 1974	
Carriage of Goods by Sea Act 1971 (COGSA 1971)	5.03, 5.07, 5.33, 5.58, 5.59, 5.68, 6.15, 6.22	s 83	6.12
s 1	6.20	s 83(1)	6.12
s 1(2)	5.08, 5.59	s 84(2)	6.12
s 1(3)	5.08, 5.59	Contracts (Rights of Third Parties) Act 1999	5.27, 6.22, 6.45, 6.46, 7.29, 7.30
s 1(4)	5.08, 6.15	s 1	5.29, 5.30
s 1(6)	5.58, 5.59	s 1(1)	5.27, 7.29
s 1(6)(b)	5.68	s 1(1)(a)	7.29
Sch 1, Hague-Visby Rules	5.03, 5.08	s 1(1)(b)	7.29
Carriage of Goods by Sea Act 1992 (COGSA 1992)	3.14, 5.03, 5.07, 5.14, 5.43, 5.45, 5.47, 5.57, 5.67, 5.68, 5.72, 6.19, 6.20, 6.22, 6.24, 6.34, 6.45, 6.46	s 1(2)	5.27, 7.29
s 1(2)	5.68, 6.17, 6.19	s 1(3)	7.29
s 1(3)	5.63, 5.68	s 3	7.29
s 1(4)	5.72	s 6(5)	5.28, 5.29, 6.22, 6.45
s 1(5)	6.19, 6.22, 6.34, 6.45	s 6(6)	5.28, 6.22, 6.45
s 2	3.14, 5.03, 6.22	Customs and Inland Revenue Act 1867	
s 2(1)	5.21, 5.31, 5.47, 6.25	s 7	7.15
s 2(1)(b)	5.65	Data Protection Act 1998	2.59
s 2(1)(c)	5.72	Electronic Communications Act 2000 (ECA 2000)	2.07, 8.23
s 2(3)	5.72	s 7	6.09, 8.23
s 2(5)	5.65	s 7(1)	2.33
s 4	5.03, 5.14, 5.16, 5.17, 5.18, 5.58, 5.64, 6.14, 6.19, 6.20	s 7(2)	2.33
s 5	3.14, 5.15	Factors Act 1889	5.44, 5.50, 6.42, 6.43
s 5(1)	5.63	s 1(1)	5.50
s 5(2)	5.15	s 1(4)	5.50, 5.72
s 5(2)(a)	5.15	s 8	5.51
s 5(2)(b)	5.15	ss 8–10	6.42
s 5(2)(c)	5.15	s 9	5.51, 5.52
		s 10	5.53, 6.42
		s 11	6.43
		Finance Act 1959	7.18
		s 30(1)	7.17
		Finance Act 1970	7.11
		Sch 1(2)(b)	7.11