

MARINE INSURANCE CLAUSES

FIFTH EDITION

N. GEOFFREY HUDSON
TIM MADGE
KEITH STURGES

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ABOUT THE AUTHORS

GEOFFREY HUDSON, MA (OXON) is a barrister and consultant average adjuster, having been for many years senior partner of Ernest Robert Lindley & Sons, one of the leading firms of international average adjusters. He has been both Chairman of the Association of Average Adjusters and President of the International Association of European Average Adjusters (AIDE). He is also a Titulary Member of the Comité Maritime International and Vice-President of the British Maritime Law Association.

He has contributed to several publications including *Lloyd's Maritime and Commercial Law Quarterly* and is the co-author of *The York-Antwerp Rules* (3rd edn).

TIM MADGE is a partner of Mediterranean Average Adjusting Company, having joined the profession in 1963. He is a Fellow and past Chairman of the Association of Average Adjusters from May 2001 to May 2003, during which time he organised and chaired seminars on marine insurance terms and conditions and related matters and also steered the consultation process between the Association and the Joint Hull Committee, leading to the International Hull Clauses launched on 01/11/02 and amended in 2003. He sits on the Association's Committee of Management, Examination Committee and Advisory and Dispute Resolution Panel. He is also a member of the European Association of Average Adjusters (AIDE), now named the Association Mondiale de Dispatcheurs (AMD).

KEITH STURGES began his average adjusting career with Ernest Robert Lindley & Sons in 1975 dealing with claims on marine cargo policies and the cargo side of large general average cases. After qualifying as a Fellow of the Association of Average Adjusters in 1990, he became a director of Ernest Robert Lindley & Co/Richards Hogg Lindley and, in addition to dealing with cargo claims, managed a large portfolio of hull-related matters, including claims on ship policies, collision liabilities, loss of hire etc. He has acted as expert witness in a number of large, disputed claims variously advising lawyers, insurers and claimants. During a spell out of the average adjusting profession, Keith acted as Manager for Professional Standards and Training in the Agency Department at Lloyd's, training and examining Lloyd's Agents around the world and introducing a comprehensive cargo claims handling examination into the Lloyd's Agency's Certificate of Cargo Surveying Proficiency programme. He then returned to average adjusting with Richards Hogg Lindley, where he is currently a director.

PREFACE TO THE FIFTH EDITION

This book was conceived in the early 1980s when two partners of Ernest Robert Lindley & Sons, International Average Adjusters, decided to acknowledge and applaud The Quiet Revolution which The London Marine Insurance Market had introduced by redrafting the traditional forms of policy for cargo and ships, bringing them up to date and easier to understand. Although the initial impetus had come from intergovernmental bodies such as UNCTAD and UNCITRAL, nobody could deny that the successful revolutionaries were clad in sober suits and plotted the new policy clauses in quiet committee rooms at Lloyd's and the Institute of London Underwriters.

We have published subsequent editions to reflect numerous changes and additions to the clauses, and particularly the new style of the organisation entitled International Underwriting Association of London in 2002. This new edition will bring our readers up to date with the present complex and sometimes confusing variations in policy conditions.

Marine Cargo Clauses

In contrast to experience in the hull market, the radical overhaul of Institute Cargo Clauses in 1982 was followed by nearly 30 years of stability—hardly surprising when they swept away the archaic and convoluted wording of earlier forms and brought in clear and plain English to tell the assured what he was covered for. The 2009 revision continued the process, the changes for the most part being cosmetic and reflecting terminology better suited to the times (e.g. “servants” become “employees”). Some areas of cover have been altered, for example the commencement and termination of risk under the Transit Clause, though the changes are modest and generally in the assured's favour. These changes and recent revisions to the Replacement Clause (for machinery parts) and War and Strikes Clauses are explained as part of the examination of clauses for all risks, restricted perils, special trades and various incidental clauses.

Hull Clauses

In view of the continuing preference of many in the shipping industry to insure vessels under the time-tested cover of named insurance perils under the Institute Time Clauses Hulls 1/10/83 or 1/11/95 rather than the so-called “All Risks” International Hull Clauses that were introduced by the London Insurance Market in 2002/2003, the emphasis of this edition is more on the interpretation and practice under these earlier clauses. However, detailed commentary is given on the newer

PREFACE TO THE FIFTH EDITION

clauses to provide a handy reference book for experienced claims practitioners, as well as the relative novice who wishes to learn more about the fascinating subject of marine insurance. This continues with an examination of the regularly utilised Hull Clauses in the UK market (ITC Hulls 1/10/83 and ITC Hulls 1/11/95). This has now been supplemented by an examination of The American Hull Clauses of 1977 and newly-issued American Hull Clauses of 2009.

Piracy

And so to piracy, which, despite the best efforts of the “ransomists” who seize vessels to extort money, clings on by its fingertips as a marine peril in cargo clauses. Not so for hull where, having nourished the market for kidnap and ransom cover, these modern “pirates” have all but succeeded in pushing piracy back into the war cover. As probably the major issue of the moment, the coverage for piracy receives greater comment in this fifth edition than previously.

GLOSSARY

The following abbreviations are employed in the text:

AAA	Association of Average Adjusters
AIDE	Association Internationale de Dispatcheurs Européens
AMD	Association Mondiale de Dispatcheurs
ATL	Actual Total Loss
CMI	Comité Maritime International
CTL	Constructive Total Loss
FC & S	Free of Capture and Seizure
FOSFA	Federation of Oils, Seeds and Fats Associations
FPA	Free of Particular Average
ICC	Institute Cargo Clauses
IHC	International Hull Clauses
ILU	Institute of London Underwriters
IMO	International Maritime Organization
IMTA	International Meat Trade Association
ITC	Institute Time Clauses
IUA	International Underwriters Association [of London]
JCC	Joint Cargo Committee
JHC	Joint Hull Committee
LOF	Lloyd's Open Form (of Salvage Agreement)
MII	Mortgagees' Interest Insurance
MAR	Marine Policy
P & I	Protection and Indemnity
RDC	Running Down Clause
SG	Ship and Goods [policy]
WA	With Average
YAR	York-Antwerp Rules

TABLE OF WORDS AND PHRASES

The following abbreviations are used for the forms of the Clauses:

<i>Abbreviation</i>	<i>Form of Clause</i>
ICC	Institute Cargo Clauses
IFFC	Institute Frozen Food Clauses
IBOC	Institute Bulk Oil Clauses
INRC	Institute Natural Rubber Clauses
FOSFA S(1)	Institute FOSFA Supplementary Clauses (1)
IMDC	Institute Malicious Damage Clause
ITP+N-DC	Institute Theft, Pilferage and Non-Delivery Clause
ITCH	Institute Time Clauses, Hulls
IFVC	Institute Fishing Vessel Clauses
IYC	Institute Yacht Clauses
ITCF	Institute Time Clauses, Freight
IAPC(H)	Institute Additional Perils Clauses, Hulls
IP+IC	Institute Protection and Indemnity Clauses, Hulls—Time
ICBR	Institute Clauses for Builders' Risks
IContC	Institute Container Clauses
IMIC	Institute Mortgagees' Interest Clauses
IWC(C)	Institute War Clauses (Cargo)
ISC(C)	Institute Strikes Clauses (Cargo)
IWSC(H)	Institute War and Strikes Clauses, Hulls

<i>Words and Phrases</i>	<i>Clause</i>	<i>Page</i>
abandoned	ICC	34
accidents in loading discharging or shifting cargo or fuel	ITCH	111–112
according to the contract of affreightment and/or the governing law and practice	ICC	17
adjusted or determined	ICC	16
all risks	ICC(A)	12
	ICBR	288
any hostile act by or against a belligerent power	IWC(C)	341
arrest	IWC(C)	342–343
assured or their employees	ICC	24
attributable to	ICC	19
barratry of master officers or crew	ITCH	118
breakage of shafts	ITCH	112–114
breakdown of refrigerating machinery	IFFC(A)	48
breakdown or collapse of proper stow	FOSEA S(1)	67
bursting of boilers	ITCH	112–114
by reason of interest in the insured vessel	IYC	237–238
capture	IWC(C)	342

TABLE OF WORDS AND PHRASES

caused by	ITCH	105-107
change, suspension, discontinuance, withdrawal or expiry of her class	ITCH	99-100
charges properly and reasonably incurred	ITCH	138
civil commotions	ISC(C)	351
civil strife	IWC(C)	341
collision or contact . . . with any external object other than water	ICC(B)&(C)	41-42
collision with any other vessel	ITCH	125
confiscation or expropriation	IWSC(H)	360
consequent on loss of time	ITCF	267
constructive total loss	ITCH	153-154
contact with aircraft, helicopters or similar objects	ITCH	118-119
contact with land conveyance, dock or harbour equipment or installation	ITCH	110-111
contamination . . . from stress of weather	IBOC	60
crew necessarily retained	IFVC	226
deduction new for old	ITCH	147
deliberate damage	ICC(B)&(C)	54
derelict mines, torpedoes, bombs or other derelict weapons of war	ICC	26
	IWC(C)	343-344
detainment	IWC(C)	342-343
	IWSC(H)	361-363
discharge of cargo at a port of distress	ICC(B)&(C)	42
duty of the assured and their servants and agents	ICC	37
	ITCH	136-137
each separate accident or occurrence	ITCH	144
earthquake volcanic eruption or lightning	ITCH	111
entry of sea lake or river water	ICC(B)&(C)	43
explosion	ICC(B)&(C)	41
faulty design	ICBR	290
final court judgment	IMIC	311
fire	ICC(B)&(C)	40-41
fire, explosion	ITCH	108
first safe port	ITCH	92
for the purpose of averting or minimising a loss	ITCH	137
for the purpose of averting or minimising such loss	ICC	37-38
free use and disposal	IWSC(H)	362
from the time the goods leave the warehouse	ICC	27
frustration of the voyage or adventure	IWC(C)	345-346
gear and equipment	IYC	232
general average	ICC	16-17
	ITCH	130-133
gradual deterioration	IContC	299
hooks	INRC	67
houseboat	IYC	233
in case of any loss or misfortune	ITCH	136
in good safety	ITCH	95
incurred to avoid or in connection with the avoidance of	ICC	17-18
inherent vice or nature of the subject-matter insured	ICC	21
	IFFC	54
insolvency or financial default	ICC	22
	IContC	299-300
insufficiency or unsuitability of packing	ICC	20-21
insurrection	IWC(C)	340-341
jettison	ICC(B)&(C)	43
	ITCH	109
latent defect in the machinery or hull	ITCH	114-116
leakage from connecting pipelines	IBOC	60
leaves tanks for the purpose of loading	IBOC	62
legal costs	ITCH	128

TABLE OF WORDS AND PHRASES

legally liable, as owner of the vessel	IP+IC	274
locked-out workmen	ISC(C)	350-351
loss of or damage to	ICC	13
	ITCH	104-105
loss of or frustration of the voyage or adventure	IWC(C)	345
loss of time	ITCF	267-269
malicious acts	IMDC	78-79
maliciously	IWSC(H)	360
market value of the vessel as scrap	ITCH	137
negligence of master, officers, crew or pilots	ITCH	117-118
negligence of repairers	ITCH	118
new for old	ITCH	147
non-delivery of an entire package	ITP+N-DC	79-81
ordinary corrosion and rust	IContC	299
ordinary leakage	ICC	19-20
ordinary wear and tear	ICC	19-20
other cargo	INRC	67
overturning or derailment of land conveyance	ICC(B)&(C)	41
perils of the seas, rivers, lakes or other navigable waters	ITCH	107-108
person acting from a political motive	ISC(C)	351-352
piracy	ICC	26
	ITCH	109-110
privity	ICC	24
proximately caused by delay	ICC	21-22
reasonable depreciation in the market value	ITCH	151-153
rebellion	IWC(C)	340-341
recoverable under the insurances on hull and machinery but not recoverable in full	ITCH	246
restraint	IWC(C)	342-343
revolution	IWC(C)	340-341
rights against carriers, bailees and other third parties	ICC	38
riots	ISC(C)	341
salvage charges	ICC	16-18
scraping . . . or painting the vessel's bottom	ITCH	148
seizure	IWC(C)	342
spillings or leakage of any substance or liquid	INRC	67
stowage in a container or liftvan	ICC	21
strikers	ISC(C)	350-351
subject-matter insured	ICC	13-15
subject to English law and practice	ICC	39
terrorist	ISC(C)	351-352
theft or pilferage	ITP+N-DC	80
total building cost	ICBR	286
trading operations	ITCH	93
transfer to new management	ITCH	100
use of any weapon of war	ICC	22
used as a houseboat	IYC	233
value on arrival	ICC	34
vessel or craft being stranded, grounded, sunk or capsized	ICC(B)&(C)	41
violent theft by persons from outside the vessel	ITCH	108-109
wages and maintenance of the master, officers and crew	ITCH	148
want of due diligence by the assured, owners or managers	ITCH	119
water or condensation	INRC	66
wilful misconduct of the assured	ICC	19

TABLE OF CASES

ABT Rasha, The [2000] 2 Lloyd's Rep 575	132
Abu Dhabi National Tanker Co v Product Star Shipping Ltd (The Product Star) (No 2) [1993] 2 Lloyd's Rep 397	374
Aegeon, The. <i>See</i> Agapitos v Agnew	
Agapitos v Agnew (The Aegeon) [2003] QB 556	184
Aitchison v Lohre (1879) 4 Asp MLC 168	86, 138
Al Wahab [1983] 2 Lloyd's Rep 365	8, 91
Alastor, The [1981] 1 Lloyd's Rep 581	117
Alexion Hope, The. <i>See</i> Schiffshypothekenbank Lübeck v Compton	
Alps, The (1893) 41 WR 527; 7 Asp MLC 337	268
Amarada Hess Corporation v Mobil 1979 AMC 2406	314
American Union Transport Inc v United States of America 1976 AMC 1480	18
Andersen v Marten [1908] AC 334	372
Anderson v Morice (1876) 3 Asp MLC 290	31
Andreas Lemos, The. <i>See</i> Athens Maritime Enterprises Corporation v Hellenic Mutual War Risks Association	
Andree, The. <i>See</i> Green Star Shipping Co v London Assurance	
Anita, The. <i>See</i> Panamanian Oriental Steamship Corporation v Wright	
Athens Maritime Enterprises Corporation v Hellenic Mutual War Risks Association (The Andreas Lemos) [1982] 23 Lloyd's Rep 483	25, 350, 368
Atlantic Maritime v Gibbon [1953] 1 Lloyd's Rep 278; 2 Lloyd's Rep 294	268, 380
Balnacraig, The. <i>See</i> London Steamship Owners' Mutual Insurance Association v The Grampian Steamship Co	
Bamburi, The [1982] 1 Lloyd's Rep 312	361, 365
Bank of America National Trust v Christmas (The Kyriaki) [1993] 1 Lloyd's Rep 137	362
Bank of Nova Scotia v Hellenic Mutual War Risks Assn (The Good Luck) [1988] 1 Lloyd's Rep 514; [1995] 2 Lloyd's Rep 191 (HL)	303, 309
Bayview Motors Ltd v Mitsui Marine and Fire ICL [2002] 1 Lloyd's Rep 652	25, 28
Bedouin, The (1894) 42 WR 292; 7 Asp MLC 391	268
Bennett Steamship Co v Hull Mutual Steamship Protecting and Indemnity Association (1914) 18 Com Cas 274	126
Bensaude v Thames and Mersey Marine Ins co Ltd (1897) 46 WR 78; 8 Asp MLC 315; 2 Com Cas 33	268
Berger v Pollock [1973] 2 Lloyd's Rep 442	82
Berisford v New Hampshire Insurance Co [1990] 1 Lloyd's Rep 454	4
Berk v Style [1955] 2 Lloyd's Rep 383	15, 20
Black King Shipping Corp v Massie (The Litsion Pride) [1985] 1 Lloyd's Rep 437	303
Blackett v Royal Exchange Assurance (1832) 2 Cr & J 244	86
Blyth v Birmingham Waterworks Co Ltd (1856) 11 Ex 784; 4 WR 294	117
Boag v Standard Marine Insurance Co Ltd (1937) 57 Ll L Rep 83	35
Bolivia (Republic of) v Indemnity Mutual Marine Assurance Co (1909) 11 Asp MLC 218; 14 Com Cas 156	25, 109
Booth v Gair (1863) 33 LJCP 99; (1863) 9 LT 286; 12 WR 106	33, 137
Britain Steamship Co v The King [1921] 1 AC 99	340
British & Foreign Marine Insurance Co v Gaunt [1921] 2 AC 41; (1921) 7 Ll L Rep 62	21, 288

TABLE OF CASES

British & Foreign Marine Insurance Co v Sanday (1916) 21 Com Cas 154	339, 342, 345, 365
British & Foreign Marine Ins Co v Wilson Shipping Co Ltd (1919) 4 Ll L Rep 371; 26 Com Cas 13	153
Bunga Melati Dua, The. See Masefield AG v Amlin Corporate Member Ltd	
Captain Panagos DP, The. See Continental Illinois National Bank v Alliance Assurance Co Ltd	
Captain Stefanos, The. See Osmium Shipping Corporation v Cargill International SA	
Caribbean Sea, The. See Prudent Tankers Ltd SA v Dominion Insurance Co	
Carras v London & Scottish Assurance Co (1936) 40 Com Cas 288; 41 Com Cas 120; 52 Ll L Rep 34; 53 Ll L Rep 131	268
Chandler v Blogg [1898] 1 QB 32; 67 LJQB 436; 77 LT 524; 8 Asp MLC 349; 3 Com Cas 18	126
Chrismas v Taylor Woodrow (The Tayjack I) [1997] 1 Lloyd's Rep 407	274
Compania Maritima Astra SA v Archdale 1954 AMC 1674; [1954] 2 Lloyd's Rep 95	152
Compania Maritima San Basilio SA v The Oceanus Mutual Underwriting Association (The Eurysthenes) [1976] 2 Lloyd's Rep 171	24, 120, 313
Commonwealth, The [1907] P 216	187
Commonwealth Smelting Ltd v Guardian Royal Exchange Assurance [1984] 2 Lloyd's Rep 608 ...41, 108	
Continental Illinois National Bank v Alliance Assurance Co Ltd (The Captain Panagos DP) [1986] 2 Lloyd's Rep 470	303
Cory v Burr (1883) 5 Asp MLC 109	24, 160, 300, 342, 373
Cosco Bulk Carrier Co Ltd v Team Up Owning Co Ltd (The Saldanha) [2010] EWHC 1340 (Comm)	373, 374
Costain-Blankvoort (UK) Dredging Co Ltd v Davenport (The Nassau Bay) [1979] 1 Lloyd's Rep 395	26, 343
Coxwold, The. See Yorkshire Dale Steamship Co Ltd v Minister of War Transport	
Crooks v Allan (1880) 4 Asp MLC 216	42
Dawson's Field, Arbitration Award 29 March 1972	372
De Vaux v Salvador (1836) 4 AD&E 420; (1836) 5 LJKB 134	86, 124, 272
Dean v Hornby [1854] 3 El & Bl 180	372
Dudgeon v Pembroke (1874) LR 9 QB 595; (1877) 2 App Cas 284	102, 106, 107
Elcock v Thompson [1949] 2 All ER 381; 82 Ll L Rep 892	151
Emperor Goldmining Co Ltd v Switzerland General Ins Co [1964] 1 Lloyd's Rep 348 (SC NSW)36, 280	
Eurysthenes, The. See Compania Maritima San Basilio SA v The Oceanus Mutual Underwriting Association	
Fabrique de Produits Chimiques v Large (1923) 28 Com Cas 248; 16 Asp MLC 110	108
Fenton v Thorley [1903] AC 443	178
Field v The Receiver of Metropolitan Police [1907] 2 KB 853	351
Flint v Flemyng (1830) 1 B & Ad 45	261
Fraser Shipping Ltd v Colton (The Shakir III) [1997] 1 Lloyd's Rep 586	212
Furness Withy Co Ltd v Duder (1936) 66 Ll L Rep 52	125
Gaunt v British & Foreign Marine Insurance Co Ltd (1921) 26 Com Cas 247	12
George Cohen, Sons & Co v Standard Marine Ins Co [1925] 2 Ll L Rep 30	372
Giertsen v Turnbull 1908 SC 1011	51
Gold Sky, The [1972] 2 Lloyd's Rep 187	38, 280
Good Luck, The. See Bank of Nova Scotia v Hellenic Mutual War Risks Assn	
Goss v Withers [1758] 2 Burr 683	372
Great Indian Peninsular Railway v Saunders (1861) 2 B & S 266; (1862) 6 LT 297; 10 WR 520	33, 137
Green Star Shipping Co v London Assurance (The Andree) (1933) 36 Com Cas 258; 39 Ll L Rep 213; 18 Asp MLC 225	131, 319
Hamilton v Mendes [1761] 2 Burr 1198	372
Hamilton, Fraser & Co v Thames and Mersey Marine Ins Co (The Inchmaree) (1887) 6 Asp MLC 200	86, 104, 113

TABLE OF CASES

Holman & Sons v Merchants' Marine Ins Co (1919) 14 Asp MLC 433; 24 Com Cas 102; 35 TLR 138	244
Hood v West End Motor Car Parking Co (1917) 23 Com Cas 112	39
Hutchins Bros v The Royal Exchange Corp (1911) 16 Com Cas 242; 12 Asp MLC 21	114
Ikerigi Cia Naviera v Palmer (The Wondrous) [1991] 1 Lloyd's Rep 400; [1992] 2 Lloyd's Rep 566 (CA)	365
Inchmaree, The. See Hamilton, Fraser & Co v Thames and Mersey Marine Ins Co	
Inman Steamship Co Ltd v Bischoff (1882) 31 WR 141; 5 Asp MLC 6	268
Integrated Container Service Ltd v British Traders Insurance Co Ltd [1981] 2 Lloyd's Rep 460; [1984] 1 Lloyd's Rep 154	37, 299
Ionides v Universal Marine Insurance Co (1863) 10 Jur (NS) 18	338
Irvine v Hine [1950] 83 Ll L Rep 162; [1949] 2 All ER 1089	151
Jackson v Mumford (1902) 8 Com Cas 61; 9 Com Cas 114; 52 WR 342	113, 116
Jackson v Union Marine Ins Co (1873) 23 WR 169; 2 Asp MLC 435	267
Kawasaki KKK v Bantham Steamship Co (1939) 44 Com Cas 170	340
Khedive, The. See Stoomvaart Maatschappij Nederland v P & O Steam Navigation Company	
Kidston v Empire Marine Insurance Co (1866) LR 1 CP 535	33
Kleovoulos of Rhodes. See Sunport Shipping Ltd v Tryg-Baltica International	
Knight of St Michael, The [1898] P 30; 8 Asp MLC 360; 3 Com Cas 62	41, 57, 327
Kuwait Airways Corporation v Kuwait Insurance Co SAK [1996] 1 Lloyd's Rep 664	372
Kyriaki, The. See Bank of America National Trust v Christmas	
Laertes (Cargo ex) (1887) 6 Asp MLC 174	130
Lanasa Fruit v Universal Insurance Co (The Smaragd) 302 US 556	22
Leyland Shipping Co Ltd v Norwich Union Insurance Co Ltd (The Ikaria) [1918] AC 350	106
Litsion Pride, The. See Black King Shipping Corp v Massie	
London & Provincial Leather Processes v Hudson (1939) 64 Ll L Rep 352	22, 25
London Steamship Owners' Mutual Insurance Association v The Grampian Steamship Co (The Balnacraig) (1890) 38 WR 651; 6 Asp MLC 506	125
Lysaght v Coleman (1895) 7 Asp MLC 552	15
Manifest Shipping Co Ltd v Uni-Polaris Insurance Co Ltd (The Star Sea) [1998] 1 Lloyd's Rep 360; [2003] 1 AC 469	121, 184
Margetts v Ocean Accident and Guarantee Corp (1901) 49 WR 669; 9 Asp MLC 217	126
Marstrand Fishing Co v Beer [1937] 1 All ER 158	372
Martin Maritime Ltd v Provident Capital Indemnity Fund Ltd [1998] 2 Lloyd's Rep 652	
Masefield AG v Amlin Corporate Member Ltd (The Bunga Melati Dua) [2011] EWCA Civ 24 .. 25, 35, 363, 371	
Mayban General Insurance v Alstom Power Plants Ltd [2004] EWHC 1038 (Comm)	20
Mercadian Continent, The [2001] 2 Lloyd's Rep 563	184
Merchants Marine Insurance co v North of England Protecting and Indemnity Association (1926) 32 Com Cas 165	126
Middows Ltd v Robertson (1940) 67 Ll L Rep 484; (1941) 70 Ll L Rep 173	79, 346
Miller v Law Accident Insurance Co (1903) 8 Com Cas 161	343
Minett v Anderson (1794) Peake NPR 277	95
Miss Jay Jay (The) [1985] 1 Lloyd's Rep 264; [1987] 1 Lloyd's Rep 32	107
Montoya v London Assurance (1851) 6 Exch 451	43
Moonacre, The. See Sharp v Sphere Drake Insurance Plc	
Moore v Evans [1918] AC 185 (HL)	372
Napier v Hunter [1993] AC 713 (HL) (upholding CA, sub nom Napier v Kershaw [1993] 1 Lloyd's Rep 10	186
Napier v Kershaw [1993] 1 Lloyd's Rep 10	187
Nassau Bay, The. See Costain-Blankvoort (UK) Dredging Co Ltd v Davenport	
National Oil Company of Zimbabwe v Sturge [1991] 2 Lloyd's Rep 281	340, 341
Naviera de Canarias SA v Nacional Hispanica Aseguradora SA (The Playa de las Nieves) [1976] 2 Lloyd's Rep 80	269
Naylor v Palmer (1854) 10 Exch 382	25

TABLE OF CASES

Nesbitt v Lushington (1792) 4 TR 783	25
Netherlands (State of the) v Youell [1997] 2 Lloyd's Rep 440 (Comm Ct); [1998] 1 Lloyd's Rep 236 (CA)	289, 293, 296
Netherlands Insurance Co Est 1845 v Karl Ljunberg & Co [1986] 2 Lloyd's Rep 19	38, 280
Nima Sarl v Deves Insurance Public Co Ltd (The Prestrioka) (2003) 2 Lloyd's Rep 327	31
Nishina Trading Co v Chiyoda Fire & Marine Insurance Co [1969] 1 Lloyd's Rep 293	80
Noble Resources v Greenwood (The Vasso) 2 Lloyd's Rep 309	38, 280
Noten BV v Harding [1989] 2 Lloyd's Rep 527; [1990] 2 Lloyd's Rep 283	21
Nukila, The. See Promet Engineering (Singapore) Pte Ltd v Sturge	
Ocean Iron Steamship Insurance Association v Leslie (1887) 6 Asp MLC 226	19
Oceanic Steamship Company v Faber (1907) 11 Com Cas 179; 13 Com Cas 28; 10 Asp MLC 303	113
Osmium Shipping Corporation v Cargill International SA (The Captain Stefanos) [2012] EWHC 571 (Comm) (QBD: Com Ct)	373-374
Outhwaite v Commercial Bank of Greece [1987] 1 Lloyd's Rep 372	157
P & O Steam Navigation Co v Youell [1997] 2 Lloyd's Rep 136	275
Paiwan Wisdom, The. See Taokas Navigation SA v Komrowski Bulk Shipping KG	
Pan American World Airways Inc v The Aetna Casualty & Surety Co [1975] 1 Lloyd's Rep 77 ..	340, 351
Panamanian Oriental Steamship Corporation v Wright (The Anita) [1971] 1 Lloyd's Rep 487 ...	365, 372
Pelton Steamship Co v North of England Protecting and Indemnity Association (1925) 22 Ll L Rep 510	126
Pesquerias y Secaderos de Bacalao de España v Beer (1949) 82 Ll L Rep 501	340
Petros M Nomikos v Robertson (1939) 43 Com Cas 109; 59 Ll L Rep 182; 61 Ll L Rep 105	269
Phillips v Barbour (1821) B & A 161	105, 111
Pickersgill & Sons v London & Provincial ICL [1912] 3 KB 614	303
Pink v Fleming (1890) 25 QBD 396; 6 Asp MLC 554	22, 327
Pitman v The Universal Marine Insurance Company (1882) 30 WR 900; 4 Asp MLC 544	152
Playa de las Nieves, The. See Naviera de Canarias SA v Nacional Hispanica Aseguradora SA	
Polurrian Steamship Co v Young (1915) 19 Com Cas 143; 20 Com Cas 152	362, 372
Popi M (The) [1985] 2 Lloyd's Rep 1 (HL)	307
Presti v Fireman's Fund 1972 AMC 1220	177
Prestrioka, The. See Nima Sarl v Deves Insurance Public Co Ltd	
Product Star (No 2), The. See Abu Dhabi National Tanker Co v Product Star Shipping Ltd	
Promet Engineering (Singapore) Pte Ltd v Sturge (The Nukila) [1997] 2 Lloyd's Rep 146	114, 115, 177, 179
Prudent Tankers Ltd SA v Dominion Insurance Co (The Caribbean Sea) [1980] 1 Lloyd's Rep 338	99, 102, 116
Queensland Government Railways v Manufacturers Mutual Insurance Co [1969] 1 Lloyd's Rep 214	179, 290
Rigby v Sun Alliance & London Insurance Ltd [1980] 1 Lloyd's Rep 359	274
Robertson v Nomikos [1938] 2 KB 603	268
Rodocanachi v Elliott (1874) 2 Asp MLC 399	32, 345
Rosetto v Gurney (1851) 11 CB 176	32
Roura and Forgas v Townend (1919) 14 Asp MLC 397; 24 Com Cas 71; 35 TLR 88	268
Roux v Salvador [1836] 3 Bing NC 266	372
Royal Boskalis Westminster NV v Mountain [1997] LRLR 523	138, 361, 373
Saldanha, The. See Cosco Bulk Carrier Co Ltd v Team Up Owning Co Ltd	
Salem, The. See Shell International Petroleum v Gibbs	
Samuel v Dumas [1924] AC 431; (1924) 18 Ll L Rep 211	108, 304
Sassoon v Western Assurance Company (1912) 12 Asp MLC 206; 17 Com Cas 274	108
Sassoon v Yorkshire Insurance Co (1923) 16 Ll L Rep 129	21
SCA Freight Ltd v Gibson [1974] 2 Lloyd's Rep 533	27
Schiffshypothekenbank Lübeck v Compton (The Alexion Hope) [1988] 1 Lloyd's Rep 311	304
Scindia Steamships (London) Ltd v London Assurance (1937) 56 Ll L Rep 136	115
Shakir III, The. See Fraser Shipping Ltd v Colton	