

## MARITIME DISPUTES NEWSLETTER – MARCH 2020: OTHER NOTABLE DECISIONS

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### SCROLL DOWN FOR DECISIONS ON GENERAL CONTRACT TOPICS MADE BY THE ENGLISH COURTS.

#### Check your (legal advice) privilege

The Court of Appeal recently revisited the thorny issue of Legal Advice Privilege, providing some much-needed clarification on when it will apply, particularly in the context of communications sent to multiple addressees.

The Civil Aviation Authority v R (on the application of Jet2.Com Limited) & Anr [2020] EWCA Civ 35

[Click here for the FULL ARTICLE](#) which includes some important practical lessons from the case for those who have been or may be involved in a marine casualty or incident.

#### Risks of unclear drafting highlighted by Court of Appeal

The Court of Appeal has provided a valuable reminder of the importance of clear drafting, holding that while an agent was not entitled to a specified introduction fee where a property sold for less than the price stipulated by the parties, he could still bring a claim for unjust enrichment.

Barton v Gwyn-Jones & Ors [2019] EWCA Civ 1999

#### Asymmetric jurisdiction clauses covered by *lis pendens* rules in Recast Brussels Regulation

In a useful clarification on the effect of jurisdiction clauses commonly found in financing agreements, the Commercial Court has confirmed that asymmetric jurisdiction clauses will be covered by the *lis pendens* rules in the Recast Brussels Regulation, concerning what happens where there are parallel proceedings involving the same action and the same parties in different EU Member State courts.

Ethihad Airways PJSC v Flöther [2019] EWHC 3107 (Comm)

#### Supreme Court upholds first successful claim for breach of Quincecare duty of care

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In what may be the final nail in the coffin for the decision in *Stone & Rolls v Moore Stephens*, the Supreme Court has held that the fraudulent actions of a company's director and sole shareholder could not be attributed to the company so as to enable a bank to escape liability for breach of its Quincecare duty to use reasonable skill and care when executing a customer's orders.

*Singularis Holdings Ltd (in official liquidation) (a company incorporated in the Cayman Islands) v Daiwa Capital Markets Europe Ltd* [2019] UKSC 50

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