

MARITIME DISPUTES NEWSLETTER – JULY 2020

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Welcome to the third edition of Watson Farley & Williams’ maritime disputes newsletter. The world may still be adapting to the effects of the Covid-19 pandemic, but English courts and arbitration tribunals continue to operate, conducting hearings remotely, and handing down judgments and awards on a regular basis, with the result that there are still plenty of developments for us to report on.

In this issue we highlight:

A number of significant **RECENT MARITIME DECISIONS** made by the English courts, including:

- The first English case in which the court has considered the distinction between “manager” and “operator” under the Limitation Convention 1976.
- An important decision for parties to shipbuilding contracts on the operation of the prevention principle, notices, modifications and non-payment of instalments, where WFW acted for the successful party.
- A number of decisions where the English courts have shown their willingness to issue anti-suit injunctions in order to restrain proceedings brought in breach of arbitration and jurisdiction agreements.

Recent **DECISIONS OF LMAA TRIBUNALS**, published in association with the Lloyd’s Maritime Law Newsletter, which give important and useful insight into the current approach to knotty issues in maritime law, including:

- When time for limitation purposes began to run in relation to a claim under an indemnity.
- The meaning of to be amended as per “main terms” in a fixture recap email.

Decisions made by the English courts on **MORE GENERAL CONTRACT TOPICS**, which include:

- A lender’s rights to possession as a contractual bailor pursuant to a collateral management agreement.
- How to determine the governing law of an arbitration agreement.
- The importance of clear drafting, particularly in relation to indemnities.

FOR MORE INFORMATION

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Should you wish to discuss the matters raised in this newsletter, please speak with a member of our team on the right, or your regular contact at Watson Farley & Williams.

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