

MARITIME DISPUTES NEWSLETTER – ISSUE 1: OTHER NOTABLE DECISIONS

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

What were we thinking? – New guidance on rectification of contracts

In a significant case relating to a corporate debt restructuring, the English Court of Appeal has clarified the law on rectification, providing invaluable guidance on when the courts will step in to correct a written agreement which does not reflect the parties' intentions. The decision is a welcome and timely confirmation of the law in this area.

FSHC Group Holdings Ltd v GLAS Trust Corp Ltd [2019] EWCA Civ 1361

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Court of Appeal considers whether forbearance to raise defence can constitute good consideration

In a rare case on consideration, the Court of Appeal has confirmed that an agreement to forego a defence may amount to good consideration. In doing so, the Court distinguished between the position where a person threatens a defence in which they have no confidence at all, and the position where a defence is intimated which raises a doubtful or undecided point, but which is one the defendant believes in and intends to pursue to court if necessary.

Simantob v Shavleyan [2019] EWCA Civ 1105

Don't underestimate force majeure

Following the collapse of a tailings dam in Brazil earlier this year and a resulting declaration of force majeure "on a number of related iron ore and pellets sales contracts" our commercial disputes team provided a reminder on what force majeure is, how it works, and why relying on force majeure clauses can be complicated.

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Court of Appeal considers doctrine of lawful act duress

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The Court of Appeal has provided useful clarification on the extent of the doctrine of lawful act duress, emphasising that an agreement is unlikely to be voidable for economic duress if a party uses lawful pressure or threats to achieve its commercial objectives.

Times Travel (UK) Ltd v Pakistan International Airlines Corp [2019] EWCA Civ 828

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