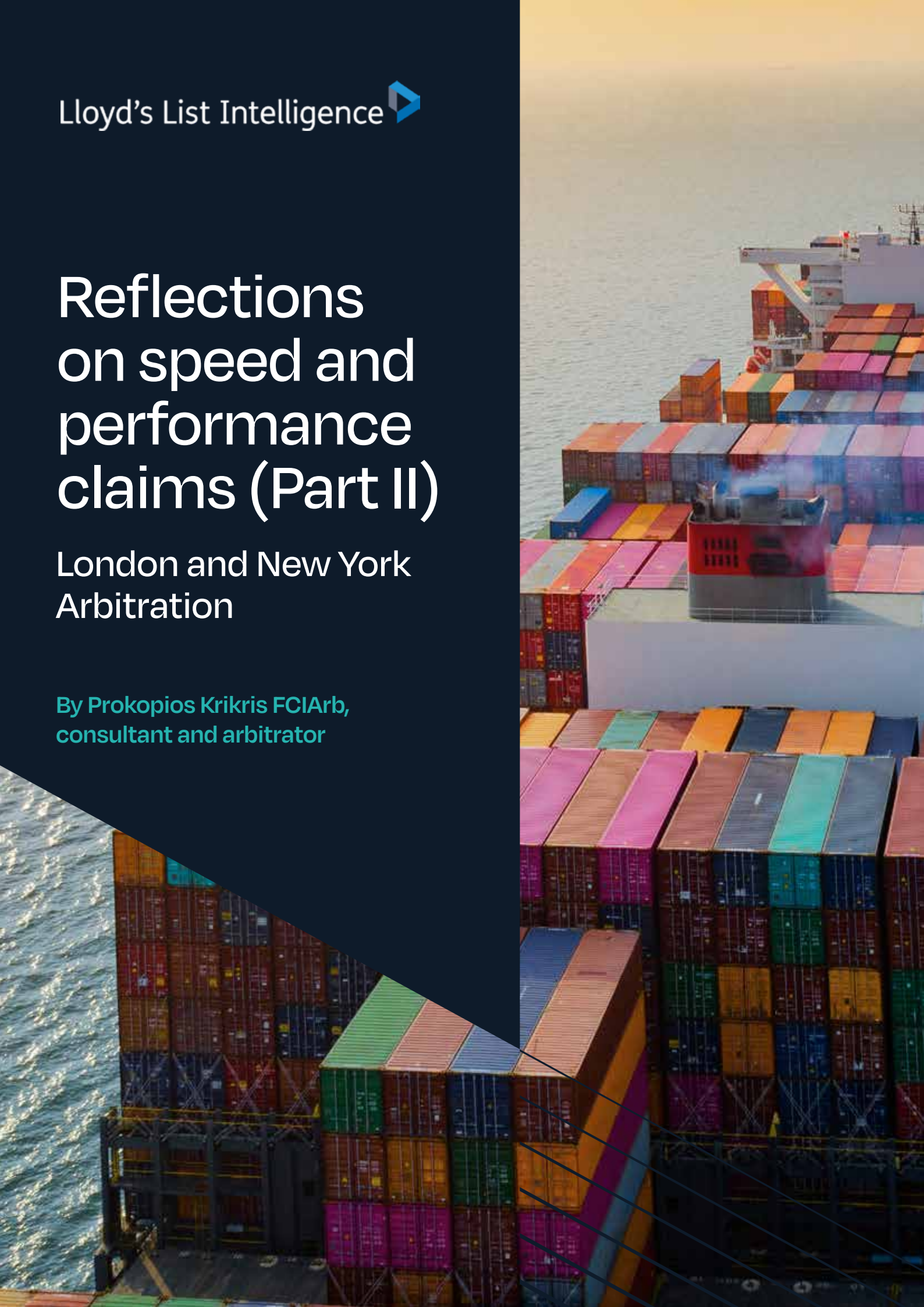
Lloyd's List Intelligence

# Reflections on speed and performance claims (Part II)

## London and New York Arbitration

By Prokopios Krikris FCIArb, consultant and arbitrator



# Contents




## Author: Prokopios Krikris FCIArb

Consultant and arbitrator



*Thanks to David Martowski, SMA member since 1984 and Past president (2001-2005), for reading a draft of this article.*



*Reflections on speed and performance claims (Part II): London and New York Arbitration* is published by Lloyd's List Intelligence, 5th Floor, 10 St Bride Street, London EC4A 4AD, United Kingdom. Lloyd's List Intelligence is a premium legal research supplier to practitioners across the globe. Our maritime and commercial content is available online via single-user subscriptions or multi-user licences at https://i-law.com/ilaw/martimelist.htm

Please contact us: +44 (0)20 7509 6499 (EMEA); +65 6028 3988 (APAC) or email customersuccess@lloydslistintelligence.com





Maritime Insights & Intelligence Limited is registered in England and Wales with company number 13831625 and address 5th Floor, 10 St Bride Street, London EC4A 4AD, United Kingdom.

Lloyd's List Intelligence is a trading name of Maritime Insights & Intelligence Limited.




Lloyd's List Intelligence

# Reflections on speed and performance claims (Part II)

## London and New York Arbitration

*By Prokopios Krikris FCIArb, consultant and arbitrator*

## Introduction

*This article explores the landscape of speed and performance claims in maritime arbitration through the lens of two major arbitral centres: London and New York. While differences exist in the publication of awards, procedural formality, and the background of arbitrators, both jurisdictions display remarkable consistency in approach and outcome.*[1]

Speed and performance warranties hold significant importance for charterers, as these directly affect a vessel's operational efficiency and, by extension, its commercial viability. In practice, disputes concerning a vessel's performance are relatively frequent. However, the vast majority of these disputes are resolved amicably through negotiation, with only a small proportion proceeding to arbitration, and fewer still resulting in a published award or an appeal before the courts. As a result, the body of case law in England on this issue remains limited, leaving certain issues unresolved.

Since 1963 the Society of Maritime Arbitrators (SMA) in New York has published full awards, including factual findings and detailed reasoning. Nearly 4,500 SMA awards have been released, offering substantive insight into arbitral reasoning and prevailing maritime practices.

By contrast, only about 10 per cent of London arbitration awards are published, typically in summary form via *Lloyd's Maritime Law Newsletter*,[2] with approximately 950 summaries issued between 1979 and 2025. The London Maritime Arbitrators Association (LMAA) has acknowledged the desirability of broader publication in light of reduced judicial oversight under the Arbitration Acts of 1979 and 1996. Nevertheless, parties remain generally reluctant to publish summaries of awards; only 25 to 30 are released annually, with few addressing speed and performance.

Despite procedural and stylistic differences between London and New York, arbitral awards in both forums tend to converge in reasoning and outcomes. This alignment is reflected in recent English awards and case law, which have echoed positions long established in SMA decisions, albeit without express reference.

[1] *Reflections on speed and performance claims (Part I)*, published September 2023, is available on www.i-law.com.

[2] "LMLN", published by Lloyd's List Intelligence, available on www.i-law.com.

# The general background

## Early SMA-reported cases

The earliest reported cases, dating back approximately six decades, addressed issues that continue to lie at the core of maritime arbitration and were instrumental in shaping the development of maritime arbitration in New York.

A review of the first 21 SMA awards (1956 to 1965) reveals that the predominant disputes involved laytime calculations, stevedore-related issues, off-hire claims and vessel performance. These core issues continue to dominate maritime arbitration today, including in reported London Arbitration awards. However, within the corpus of SMA decisions, while laytime disputes remain frequently addressed, cases concerning vessel speed and performance have become comparatively rare, with no reported awards on such matters in over a decade.

## Arbitration

Arbitration is meant to be expeditious so that parties may get on with their business at hand. It should not serve as a stalling tactic.[3] The parties agree to arbitrate their disputes under the Rules of the SMA, a process which is based upon the facts, the applicable contract law, legal and arbitral precedent cognizant of commercial realities and customs, a process which, on certain issues, is less formal than the courts and places emphasis on equity and fairness within the framework of the law.[4]

Arbitration is consensual. It depends upon the intention of the parties as expressed in their agreement. Only the agreement can tell you what kind of disputes the parties intended to submit to arbitration. Therefore, the arbitration agreement circumscribes the arbitrator's authority, and the panel can bind the parties only on issues that they have submitted to arbitration. Whether an arbitrator has exceeded these bounds is an issue for judicial resolution.[5] Yet, the courts accord great respect to arbitration awards and will not easily be set aside or modified.[6]

There is ample precedent that arbitrators are free to shape the proceeding and are not bound by litigation rules.[7] Section 30 of the SMA Rules provides the panel with authority to "grant any remedy or relief which it deems just and equitable, including, but not limited to specific performance". In exercising the power granted to them generally and under section 30, maritime arbitrators in New York have often issued "partial final awards" in a variety of contexts. In *Sperry International Trade Inc v Government of Israel*,[8] the Second Circuit stated: "New York law gives arbitrators substantial power to fashion remedies that they believe will do justice between the parties", and "arbitrators have power to fashion relief that a court might not properly grant".

In *American Almond Products Co v Consolidated Pecan Sales Co Inc*,[9] Hand J wrote:

> "Arbitration may or may not be a desirable substitute for trials in courts; as to that the parties must decide in each instance. But when they have adopted it, they must be content with its informalities. They must content themselves with looser approximations to the enforcement of their rights than those that the law accords them, when they resort to its machinery."[10]

The "informalities" mentioned in the above quote are prompted not only by different requirements or guidelines but also by the diversity of arbitrators' backgrounds, education, and experiences, specifically those relating to legal compared with commercial roots.[11]

Despite this sentiment above, the courts cannot and should not interfere with an arbitration under a valid agreement. The courts have viewed their role as very confined with respect to arbitration. As long as rational grounds for the arbitrator's decision can be inferred, an arbitration award should be confirmed or, in other words, the court generally refuses to second-guess an arbitrator's decision in a contract dispute. Courts should not retry matters already decided in arbitration.[12]

It is a fundamental principle that the party asserting a claim has the burden of proving it. As to the applicable burden of proof, a claimant is "to prove its claim by a preponderance of the credible evidence", and in arbitrations under SMA

3 SMA 3857.
4 SMA 4214.
5 *Piggly Wiggly Operators' Warehouse Inc v Piggly Wiggly Operators' Warehouse Independent Truck Drivers Union*, 611 F.2d 580 (5th Cir 1980).
6 *Amoco Overseas Oil Co v Astir Navigation Co Ltd*, 490 F.Supp 32 (SDNY 1979).
7 SMA 4309.
8 689 F.2d 301 (2d Cir 1982).
9 144 F.2d 448, 451 (2nd Cir 1944).
10 SMA 4399; SMA 4408; SMA 4393 and SMA 3862.
11 SMA 4338.
12 SMA 3862 (citing *Glasser v American Federation of Musicians*, 354 F.Supp 1 (SDNY 1973), affirmed 487 F.2d 1393).

rules "preponderance of the credible evidence" means "on the balance of probabilities, it had to prove that it was more likely than not, based on the evidence presented".[13] In case the claimant has furnished no evidence to support the claim, there is no way for the panel to evaluate it, and must deny it.[14]

## Commercial arbitrators

It is not unusual for the parties to deliberate on the composition of the arbitral tribunal, particularly whether to appoint a panel comprised of legal practitioners or commercial arbitrators. A panel of lawyers' decision may differ from those of commercial arbitrators.[15]

SMA arbitrators are commercial arbitrators reviewing the actions of their fellow actors in the maritime industry.[16] In *The Kissavos*,[17] under a motion to vacate an award of three arbitrators and on the point of whether the arbitrators made errors in the interpretation of the charterparty as to amount to "irrational error" or "disregard" of the law, Brieant J said:

> "Commercial men arbitrating disputes such as this, in an area involved with the everyday activities of a specialized trade often render decisions which lawyers, judges and jurors regard as facially irrational. It is for this reason, among others, that commercial men prefer to have disputes such as this resolved by arbitration of other commercial men, rather than by courts, and agree in writing so to do."

More recently, a panel[18] expressed the view that the parties, in agreeing to arbitrate in New York before this panel, sought not a legal decision but rather a commercial one based on the knowledge and experience of the arbitrators, all of whom meet the criterion of being commercial men conversant with shipping matters.

[13] SMA 4454.
[14] SMA 3740.
[15] SMA 3862.
[16] SMA 4402.
[17] SMA 1243.
[18] SMA 3208.

## Interpretation

Disputes between legal professionals and laypersons regarding the interpretation of contractual provisions are relatively common. Regrettably, poor grammar, imprecise drafting and unnecessary verbiage are common features in the formulation of performance clauses.

Speed and performance clauses drafted by brokers often differ in both language and interpretative approach from those prepared by legal practitioners – brokers, after all, are not lawyers. Besides, language functions as a medium of expression, and parties are not expected to adopt uniform phrasing. While expressions may vary, certain terms and phrases have become customary in articulating such contractual bargains. Therefore, industry practices should be considered.

Reported London arbitration decisions highlight instances where the parties' legal representatives adopted an overly rigid semantic approach in interpreting performance warranties, placing excessive emphasis on punctuation, grammar, and clause structure. Some tribunals have expressly rejected this strict textual interpretation. However, this does not imply that contractual interpretation should disregard the possibility that a particular wording reflects a negotiated compromise between the parties.

In certain cases, a strict literal interpretation has led to unworkable results. For example, some London tribunals have construed the term "no swell" to mean "no adverse swell", recognising that, in practice, the sea is never entirely without swell. A purely literal interpretation that excludes periods when the vessel encountered even minimal swell from all directions would render the concept of "good weather" effectively meaningless. Consequently, tribunals[19] have treated "no swell" as implying "no adverse swell" (eg, a swell height up to 2 m) to ensure the contract remains workable.

SMA arbitrators were cautioned not to rewrite the parties' agreement. This was stated several decades ago by Russel T Mount,[20] sitting as sole arbitrator. In construing clause 15 of the NYPE he said:

> "... the parties might have made a different contract which would have worked out more equitably as events turned out; but inasmuch as Courts cannot remake contracts between parties, except for

[19] *London Arbitration 23/21*, (2021) 1094 LMLN 1.
[20] SMA 65.

> fraud, a fortiori an arbitrator cannot vary the terms of a charter part, have though it appears that the enforcement of the agreement as made works a hardship on the charterer."

In *The Katerina P*,[21] the arbitrator said that commercial arbitrators accept the proposition that parties may agree to contractual provisions which suit their individual purposes and that it is not within the arbitrators' province to undo what the parties have agreed to. In a previous award dated 1972, the panel[22] expressed the same view, holding that the charterer's request to the arbitrators for such adjustment would be asking the arbitrators to rewrite the contract after its performance. As the panel said: "This the arbitrators will not do".

Another panel[23] considered the "reasonable and equitable construction", stating that the words of a contract will be given a reasonable construction, where possible, rather than an unreasonable one. A contract should be interpreted so as to give reasonable meaning to all of its provisions and should be read in the sense in which a prudent and reasonable person in the parties' position would understand it.

## Accord with industry practices

During the adjudication of disputes, the panels relied upon and applied their respective industry expertise and professional knowledge. For example, in a prior case dating back to 1965,[24] having distinguished the previous legal decisions cited as precedent, the arbitrators relied on facts, circumstances, equity, fairness, charter terms and conditions, and practical operating principles as applied to the charter. Another panel[25] noted that London commercial arbitrators also had found for the charterer in the same matter, which persuaded them of the correct commercial equity in the decision in this matter, albeit not in agreement with the English court decision. More recently, another panel[26] considered industry practice and custom when deciding on an issue.

Another panel[27] decided based on what was an accepted practice in the industry and as confirmed in several arbitration awards. And another panel[28] applied common sense, custom and logical construction of the contract.

By analogy, in *London Arbitration 23/21*[29] the arbitrator applied his experience to determine a dispute over the vessel's performance and fouling issues. The arbitrator likely gave notice to the parties to enable them to address the point.[30]

[21] SMA 3038, citing SMA 2637.
[22] SMA 705.
[23] SMA 4127.
[24] SMA 190.
[25] SMA 1224.
[26] SMA 3208.
[27] SMA 2927.
[28] SMA 1603.
[29] (2021) 1094 LMLN 1.
[30] See P Krikris, "Reflections on Speed and Performance Claims", September 2023, www.i-law.com.

# New York and London – consistency and uniformity?

## Courts refer to SMA awards

David Martowski, an experienced SMA arbitrator, in his piece delivered at a New York event, "New York & London – Perception and Reality Today. 13 November 2014 – Harvard Club", said:

> "London and New York arbitration awards on charterparty issues are, with few exceptions, consistent. New York arbitrators have been guided by London court decisions and London's High Courts have cited New York SMA awards with approval."

Martowski referred to a 1975 SMA Arbitration[31] that Lord Denning cited with approval in *The Maratha Envoy*:[32]

> "As the commercial men in the United States pay us the compliment of relying on our decisions, so should we return the compliment. The merchants and shipping men on both sides of the Atlantic use the same standard forms of contract, and the same words and phrases. These should be interpreted in the same way in whichever place they come up for decision. No matter whether in London or New York, the result should be the same. The Courts of this country have in the past done much to form and develop it. Let us not fail in our time. So on this point let us follow the lead given by New York."

Following *The Maratha Envoy*, in the Court of Appeal case of, *The World Symphony and World Renown*,[33] which was related to a redelivery dispute, Butler-Sloss LJ stated:

> "A further consideration is that the wording of cl 18 in the Shelltime 3 form is almost identical with a clause in the Texacotime 2 form, which has been construed in the same way by arbitrators in New York in *The Pacific Sun* [1983] AMC 330 and in *The Narnian Sea* [1990] AMC 274. I respectfully agree with the Master of the Rolls as to the commercial desirability of clauses in charter-parties operating on both sides of the Atlantic receiving the same construction where it can be justified."

In *The Sabrewing*,[34] which dealt with a demurrage time bar claim, Gloster J said:[35]

> "... in my judgment, the answer to question 1 is 'Yes'. I am supported in this conclusion by certain arbitral decisions; see, for example, *The Divine Star* SMA 2883 (16 July 1992); and *London Arbitration 8/01* (2001) 560 LMLN 2 ..."

In *The Kriti Akti*,[36] it was mentioned that "the Court was influenced by, amongst other matters, decisions to like effect by New York arbitrators".[37]

## SMA arbitrators refer to consistency

In certain earlier decisions, arbitrators highlighted the need for consistency and uniformity.

In a dispute dating back several decades to 1974,[38] the dissenting arbitrator cited a paper, "Maritime Arbitration as seen by the Disputant", presented by Miltiadis Coccalis before the Second International Congress of Maritime Arbitrators held in Athens during March 1974. Mr Coccalis stated:

> "We want certainty of law. We want to be certain that the same words mean the same thing anywhere in the world. The only way, in which we think that this could be achieved, is to have a common source of the law. ... Systems of arbitration that leave the arbitrators to decide, without respect to established principles of law, and which leave arbitrators the liberty to reverse last weeks findings, are anathema to our trade. They add perils of arbitration to perils of the sea ..."

In his dissenting opinion, Franklin G Hunt said that the majority of this panel concluded, among other things, that they should follow the trend of the recent cases for the sake of consistency and uniformity, and

[31] SMA 926.
[32] *Federal Commerce and Navigation Co Ltd v Tradax Export SA (The Maratha Envoy)* [1977] 1 Lloyd's Rep 217, at page 224 col 1.
[33] *Chiswell Shipping Ltd v National Iranian Tanker Co (The World Symphony and World Renown)* [1992] 2 Lloyd's Rep 115, at page 119 col 1.
[34] *Waterfront Shipping Co v Trafigura AG (The Sabrewing)* [2008] 1 Lloyd's Rep 286.
[35] At para 24.
[36] *Petroleo Brasiliero SA v Kriti Akti Shipping Co SA (The Kriti Akti)* [2004] 1 Lloyd's Rep 712.
[37] At para 6.
[38] SMA 881.

he was most sympathetic with this view.[39] In the same case, dealing with conflicting arbitration decisions and reference to English cases, the panel said that regardless of any technical issue as to the extent to which prior arbitration decisions and the decision of English courts have precedent value, it would be presumptuous of the panel not to weigh heavily the judgments of so many experienced persons. Moreover, the desirability of both consistency and uniformity required them to follow these cases unless there were compelling legal or equitable reasons not to do so.

However, in his dissenting opinion, Manfred W Arnold said that while it may be useful for New York to look to English decisions and vice versa when there is no body of existing law, one certainly should not follow such decisions simply because they are there, particularly not if they are distinguishable.[40]

## Dissenting opinions

There is always room for disagreement between arbitrators. Dissenting opinions may raise interesting perspectives and be a positive force for future consideration. In *The FFM Matarengi, FFM Viris and FFM Virihaure*,[41] which involved a speed and performance dispute, Arbitrator Reinhard dissented and made these observations:

> "At the outset, and as a general proposition, we should state that dissenting arbitrators have the right and, indeed, the obligation to disagree with the substance of a decision, or any part of a decision they believe to be incorrect. These disagreements are rightfully incorporated in dissenting opinions which are made a part of Final Awards. They often offer interesting perspectives and are a positive force for future consideration. This is so if the opinion is rendered in good faith and in a professional manner. It is an interesting aspect of arbitrating maritime disputes in New York. The awards are open for all to see and profit from and this is in the best interest of the trade. All members of the Panel bear a responsibility for producing the most coherent and complete product and New York arbitrators recognize this."

[39] SMA 1927.
[40] SMA 3677.
[41] SMA 2703.

Notably, in *The Asia Star*[42] the Singapore Court of Appeal reached a decision, stating: "The dissenting decision of the New York arbitral tribunal in *The Ficus* (SMA 2473, 25 April 1988) was persuasive and was of assistance ...".

## SMA awards in English cases

SMA awards have been cited and considered in various other English cases.[43] Regarding the effect of "about" and the assessment of damages (applying the minimum performance rule), in *The Al Bida*[44] the cases of *The Adelfoi*[45] and *The Seamaid*[46] were considered regarding the point of the "permitted margin" to be applied, as cited by the owners' counsel, and these decisions were included in *Time Charters* (2nd Edition). Evans J turned to consider shortly the various authorities, a mix of English cases and United States arbitration awards. Dealing also with the term "moderate weather", Evans J held:

> "In my judgment, however, the required margin has to be allowed in all conditions up to and including moderate weather, in the same way as the American arbitrators have interpreted 'under good weather conditions'."[47]

Notably, seasoned legal counsels have opted to reference SMA awards in judicial proceedings, as evidenced by the foregoing analysis. Similarly, London Arbitration awards have been frequently cited in various court cases and, more recently, in *The Divinegate*,[48] addressing hull fouling and underperformance. Drawing from arbitration awards, when the warranty mentioned "no adverse currents", the judge held that periods sailing in adverse currents should be excluded from the analysis. Applying a favourable current was not permitted to reduce the good weather

[42] (2007) 728 LMLN 2.
[43] *Agile Holdings Corporation v Essar Shipping Ltd (The Maria)* [2018] Lloyd's Rep Plus 79 (citing SMA 2435), *STX Pan Ocean Co Ltd v Ugland Bulk Transport AS (The Livanita)* [2008] 1 Lloyd's Rep 86 (citing SMA 3849), *Antiparos ENE v SK Shipping Co Ltd (The Antiparos)* [2008] 2 Lloyd's Rep 237 (citing SMA 1002, and SMA 2548), *Golden Fleece Maritime Inc v ST Shipping & Transport Inc (The Elli and The Frixos)* [2008] 1 Lloyd's Rep 262 (citing SMA 1188, and *The Ultramar* 1981 AMC 1831), *Tidebrook Maritime Corporation v Vitol SA (The Front Commander)* [2006] 2 Lloyd's Rep 251. (A submission to this effect is to be found in *Voyage Charters*, 2nd Edition (2001) at para 57.2. That is also the majority view among New York arbitrators (ibid at paras 57.37 and 57.51 to 57.56), *Whistler International Ltd v Kawasaki Kisen Kaisha Ltd (The Hill Harmony)* [2001] 1 Lloyd's Rep 147 (in *Reefer Express Lines Pty Ltd v Cool Carriers AB* (24 January 1996).)
[44] *Arab Maritime Petroleum Transport Co v Luxor Trading Panama and Geogas Enterprise Geneva (The Al Bida)* [1986] 1 Lloyd's Rep 142.
[45] 1972 AMC 1742.
[46] 1967 AMC 1362.
[47] Ibid, page 148 col 2.
[48] *Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Divinegate)* [2023] 1 Lloyd's Rep 442.

speed and measure the loss – unless otherwise agreed in the contract.

The decision lacks clarity regarding whether any "sub-periods" during which the vessel encountered adverse currents would exclude the entire day. Given that the judge relied on expert testimony and on *London Arbitration 15/07*[49] (published in 2007, when this period the usual approach was to consider "net" currents), it is more probable that the judge did not specifically consider "adverse currents" in sub-intervals but the "net" adverse current over the course of the day. Disputes remain alive when the contract is silent about treating currents, ie the wording is BF4/DSS 3.

## SMA awards in London Arbitration

In general, SMA awards have been cited in London Arbitration[50] and even recently, in a summary published in 2025,[51] parties relied on observations on a New York arbitration referred to in John Schofield's book *Laytime and Demurrage*.

Furthermore, there may have been a degree of mutual influence between New York and London arbitrators that has contributed to broadly aligned outcomes in maritime dispute resolution. This could be for several reasons:

(i) Common industry/commercial practices and standards.

(ii) Some arbitrators and counsels have experience in both jurisdictions.

(iii) Published awards and commentary even in leading textbooks and law databases. In its first year of citing arbitration awards, *Lloyd's Maritime Law Newsletter* included an SMA award.[52]

(iv) Cross-referencing in submissions.

(v) For speed claims, it is noted that in many SMA awards the same major weather routing companies were involved. Their reports have been used both in New York and London Arbitrations.

In the first edition of the leading textbook *Time Charters*,[53] published in 1978, the authors noted in the introduction that, as charterparty disputes were commonly resolved in both London and New York, they endeavoured to address the relevant principles under both English and American law. From the outset, SMA awards were cited to illustrate the reasoning adopted by New York arbitrators. As the authors observed, although arbitral decisions do not constitute binding precedent in judicial proceedings, they often represent the final resolution of the particular dispute. It is customary for counsel during arbitration to reference prior awards in advocating for the adoption of particular rules or reasoning. At the time of the book's first publication, LMAA awards were not yet available in published form – publication through *Lloyd's Maritime Law Newsletter* (LMLN) only commenced in 1979 – hence, the authors drew extensively on SMA awards for guidance and analysis.

[49] (2007) 720 LMLN 4.
[50] *London Arbitration 12/95*, (1995) 410 LMLN 3; *London Arbitration 10/03*, (2003) 619 LMLN 3 (citing SMA 522); *London Arbitration 9/01*, (2001) 560 LMLN 4 (citing SMA 1279, as referred to in *Voyage Charters* at page 569); *London Arbitration 5/97*, (1997) 458 LMLN 3 (citing SMA 3009); *London Arbitration 26/89*, (1989) 262 LMLN 3.
[51] *London Arbitration 2/25*, (2025) 1176 LMLN 2.
[52] SMA 1370, (1979) 4 LMLN.
[53] Wilford et al, *Time Charters*, Lloyd's of London Press, 1978.

## SMA awards in LMLN (performance disputes)

Two SMA awards are cited in LMLN regarding speed and performance disputes that are of interest here. *The Superten*[54] and *The Dimitris Perrotis*.[55] In the latter case, the panel held that the logbooks were, in the first instance, the accepted evidence of the prevailing weather conditions and the vessel's performance. In the absence of proof that the vessel's records were so at variance with any conceivable prevailing condition that they lacked integrity, there was no reason to accept third-party material unless the charterparty so allowed. Also, the actual performance was determined by the average speed during good weather days only, and the resulting demonstrated performance was then applied to the entire voyage distance on the premises that underperformance on good weather days could not but mean underperformance on bad weather days.

Both aspects of the Panel's decision closely aligned with the position under English law and London arbitration. Regarding deck logs, this position was similarly endorsed in *London Arbitration 6/19*[56] without reference to SMA awards. The second point is consistent with *The Didymi*[57] and has been applied in recent English cases, including *The Ocean Virgo*[58] and *The Divinegate*.[59]

## SMA awards cited in other SMA cases

In numerous speed and performance disputes, parties frequently referenced prior SMA awards before the arbitration panel for consideration. While arbitrators are not legally bound by precedent, such awards may carry persuasive authority. However, awards that are solely based on factual determinations may be readily distinguishable and provide limited precedential value unless they establish a legal principle. This distinction underscores the variances observed in arbitration proceedings, particularly in cases involving evidentiary discrepancies, such as conflicts between deck logs and weather routing reports. Although the panels reached different decisions, each ruling was well reasoned based on the evidence available. The approach remained consistent: evaluating and weighing the evidence presented before the panel.

## LMAA awards cited in SMA decisions

In several disputes that did not involve speed and performance claims directly, the parties referred to LMAA awards.[60] Before 1979, when LMLN started publishing summaries of awards, certain SMA awards contained references indicating that a party had cited a London Arbitration award in support of their position, eg *The Stonepool*.[61] In *The Drepanon*,[62] owners cited the *Andreotis* arbitration (London, 14 July 1975, Umpire Ralph E Kingsley) in support of their laytime calculations

In a recent arbitration,[63] the panel reviewed the 2018 London Awards referred and carefully considered a party's contention that they should reach the same conclusions as the London tribunals. The awards were decided under English law and US law governed the present contracts. Thus, although the panel would not simply adopt the rulings of London tribunals, they noted, however, that they agreed on many key points.

## US law on English decisions

In a recent 2024 arbitration[64] the owners sought to recover from the charterers the amount of $89,427.58, paid by the owners for the use of hold-in tugs and standby pilots during the discharge of a cargo of rock salt at an anchorage at Belle Chasse, Louisiana. It was stated that as to the definition of what constitutes a safe port or berth, the classic statement is that of Sellers LJ for the English Court of Appeal in *Leeds Shipping Co Ltd v Société*

54 *Concorde Line v Superten Shipping Ltd (The Superten)* SMA 3304 (1997) 452 LMLN.
55 *Linden Navigation Corporation v Grand Eastern Co Ltd (The Dimitris Perrotis)* (2000) 533 LMLN 4, SMA 3562.
56 (2019) 1024 LMLN 2.
57 *Didymi Corporation v Atlantic Lines and Navigation Co Inc (The Didymi)* [1987] 2 Lloyd's Rep 166.
58 *Polaris Shipping Co Ltd v Sinoriches Enterprises Co Ltd (The Ocean Virgo)* [2018] Lloyd's Rep Plus 101.
59 *Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Divinegate)* [2023] 1 Lloyd's Rep 442.
60 SMA 2868 (citing *London Arbitration 17/87*, (1987) 209 LMLN, SMA 1738 (citing LMLN 33, 5 February 1981), SMA 1156 (citing a BIMCO summary of a London Arbitration award), SMA 1812, SMA 3443 (citing LMLN 247, 22 April 1989), SMA 4204, SMA 3311 (citing LMLN 19, 24 July 1980), SMA 3846 (citing LMLN 158, 21 November 1985; LMLN 188, 15 January 1987 and LMLN 599, 31 October 2002), SMA 4023 (citing *London Arbitration 1/08*, (2008) 734 LMLN 1(2) and *London Arbitration 27/07*, (2007) 733 LMLN 3), SMA 4149 (citing *London Arbitration 6/01*, (2001) 558 LMLN 3), SMA 3414 (citing *London Arbitration 16/94*, (1994) 392 LMLN).
61 SMA 760 (issued in 1973).
62 SMA 1315 (issued in 1979).
63 SMA 4359.
64 SMA 4478, issued 22 May 2024.

*Franqaise Bunge (The Eastern City)*[65] and has been followed by both English and US courts and arbitrators and remains the universally accepted definition of a safe port or berth. Owners have relied upon the SMA awards cited above in support of their claim for reimbursement of the costs of the tugs. Charterers have relied upon *The Eastern City* and upon the authorities citing it in opposition to owners' claim.

The panel stated that the seeming divergence between English cases and SMA awards on the question of whether, in the absence of an express allocation, the costs of extra hold-in tugs should be borne by the vessel owner or by the charterer was a matter of concern. SMA arbitrators strive for consistency not only with prior US court and SMA decisions, but also with leading English court decisions. As one SMA panel has observed:

> "[I]t is accepted that in maritime matters, conformity with English law is a desired objective rather than an exception. The U.S. Court of Appeals for the Second Circuit has taken the position that: '... in matters of commercial law our decisions should conform to English decisions, in the absence of some rule of public policy which would forbid'."[66]

However, in this arbitration, the panel needed not to attempt to reconcile the English and US authorities on this subject as the charterparty contained provisions that were dispositive in these circumstances.

Another panel[67] stated that, without question, the express terms of the charter provide for arbitration in New York and the application of US law. Therefore, the relevant law to be considered with respect to the loss of profits claim is US law and SMA precedent. However, we should note that it is accepted that in maritime matters, conformity with English law is a desired objective rather than an exception. The US Court of Appeals for the Second Circuit has taken the position that:

> .... Today we reaffirm our earlier decisions in recognizing the importance of international uniformity in the laws governing the maritime trade."

In an arbitration[68] dating back to 1974, the dissenting arbitrator said that although the British system is different from ours, the comment in *Russell on Arbitration*, 18th Edition, at page 186 is in point:

> "... As has recently been observed: 'The procedure by special case is a valuable safeguard, because without it there might grow up a system of arbitrators' law independent of, and divergent from, the law administered by the courts; and also, if different arbitrators took different views as to the meaning of a clause in a standard contract, here would be no means of obtaining an authoritative decision."

## English law on US law

In *Ace Capital Ltd v CMS Energy Corporation*,[69] Christopher Clarke J stated:

> "*US case law*
>
> 15. ... Since the policies are governed by English law none of the US authorities is binding on this court. It is right, however, to have regard to them for three reasons.
>
> 16. Firstly, decisions of the courts of the United States are of persuasive effect: see the decision of the House of Lords in *Fiona Trust & Holding Corporation v Privalov (sub nom Premium Nafta Products Ltd v Fili Shipping Co Ltd* [2008] 1 Lloyd's Rep 254. The views of US courts on issues of this kind are often instructive, at any rate in the absence (as here) of any fundamental difference in the principles of interpretation as between the English and the US courts. ...
>
> 17. Secondly, ... In the interests of commercial certainty it is desirable that, if possible, the same or similar clauses should be interpreted in like manner wherever the interpretation takes place: *Chiswell Shipping Ltd v National Iranian Tanker Co (The World Symphony and World Renown)* [1992] 2 Lloyd's Rep 115; *King v Brandywine Reinsurance Co (UK) Ltd* [2004] Lloyd's Rep IR 554. A situation where courts on either side of the Atlantic attribute different meanings to the same or very similar clauses is a recipe for conflict, chaos and confusion."

[65] [1958] 2 Lloyd's Rep 127.
[66] *Senator Linie GmbH & Co KG v Sunway Line Inc*, 291 F.3d 145, 170 (2d Cir 2002).
[67] SMA 4131, 24 June 2011.
[68] SMA 881, issued 1974.
[69] [2009] Lloyd's Rep IR 414.

## Arbitral precedent?

Arbitration does not adhere to the principle of binding precedent; thus, a decision rendered by a prior tribunal does not have binding authority over a subsequent tribunal. However, previous awards may serve as persuasive guidance.

Moreover, even if there is no precedent doctrine in arbitration, sometimes the point can be so apparent that no precedent is required to support it.

### London arbitration

The LMAA states on its website that arbitrators will sometimes have other awards referred to them, but such awards are not precedents and no tribunal is bound to follow the views of another tribunal, even in the rare example of an identical case. However, appropriate consideration and respect is shown to awards on similar points, whether they are from arbitrators in London or in some other centre. The LMAA recognises that arbitrators may appropriately consider and respect awards from another centre.

Section 46 of the Arbitration Act 1996 (UK law regulating arbitral proceedings) states: "The arbitral tribunal shall decide the dispute in accordance with the law chosen by the parties as applicable to the substance of the dispute". London arbitrators are bound to follow the law.

In speed and performance disputes, it is common for parties to reference prior arbitration awards in their claim submissions or during claims negotiation. Given the lack of case law on certain issues, parties frequently cite arbitration awards to support their positions. Notably, the editors of *Lloyd's Maritime Law Newsletter* (LMLN)[70] strive to include comprehensive information in the award summaries to ensure readers fully understand the issues in dispute and the tribunal's reasoning. It can also be observed that the initial summaries published in LMLN were extremely brief, whereas more detailed summaries emerged over time and continue to be provided today. (The author of this article has summarised *London Arbitration 29/22*[71] and *London Arbitration 32/22*.[72]) Even the SMA-published awards were initially more concise, as there were no prior decisions to reference, and the arguments presented were relatively brief. Over time, as more precedents became available, the depth and detail of the awards expanded.

For example, *London Arbitration 12/24*[73] was a small-claim dispute under the LMAA Small Claims Procedure. Despite the procedural limitations on arguments and submissions, the arbitrator issued a relatively detailed award, which can be understood from the lengthy summary. Some tribunals have also considered and followed previous arbitration decisions. However, certain issues remain unaddressed in the published awards, and there is an insufficient number of awards to establish a consistent body of decisions and "arbitration practice". It is important to distinguish between "arbitration practice" and "weather routing practice", as the two are not interchangeable. Notably, several London tribunals have criticised the methodologies employed by weather routing companies.

Experienced counsels have also cited London and New York arbitration awards in several English court cases to support their arguments and positions. Leading textbooks also reference arbitration awards from London and New York. This underscores the persuasive value of arbitral decisions in certain issues and undeveloped areas in the law.

However, in particular court decisions, judges found the extremely brief reports unhelpful: Gloster J had to determine a safe port warranty clause in a charterparty, and she found the arbitral award unpersuasive as: "The report of the case is extremely brief and it is not possible to discern what arguments were presented or whether there were any other provisions of the charter, or features of the factual matrix, that supported the conclusion reached".[74] In *The Globe Danae*,[75] the judge said: "With respect to *London Arbitration 1/19* and *London Arbitration 29/22*, it is difficult to discern their full import given the brief reports available".

[70] Published on www.i-law.com by Lloyd's List Intelligence.

[71] (2022) 1115 LMLN 2.
[72] (2022) 1120 LMLN 2.
[73] (2024) 1169 LMLN 2.
[74] *AIC Ltd v Marine Pilot Ltd (The Archimidis)* [2007] 2 Lloyd's Rep 101,at para 35.
[75] *Smart Gain Shipping Co Ltd v Langlois Enterprises Ltd (The Globe Danae)* [2024] 1 Lloyd's Rep 309.

All things being equal, though, in some other cases judges considered the LMLN awards in their decisions.[76] In *The Pola Devora*,[77] it was stated: "I draw some further support for that approach from *London Arbitration 8/04*". In a recent case[78] of the English High Court dealing with a performance dispute, Ms Clare Ambrose – sitting as a deputy Judge – took note of a previous award dealing with the treatment of currents in evaluating performance. Although the *London Arbitration 15/07*[79] summary was highly brief, it was fully considered in that case; not always is a brief summary considered unhelpful.

A key distinction between LMAA summaries and SMA awards is that most SMA awards are issued by a panel of three arbitrators, who consider both written and oral evidence. In contrast, most speed and performance claims in London arbitration are resolved based solely on documents alone. Additionally, many of these disputes are of relatively low value and are resolved by a sole arbitrator under the LMAA Small Claims Procedure. However, in certain cases involving more complex factual issues – such as fouling or engine-related disputes – the tribunal[80] has exercised discretion to vary the procedure to allow for a more thorough examination of the evidence.

## New York arbitration

The SMA mentions on its website that legal or arbitral precedents do not bind New York arbitrators, but panels consider prior legal decisions and awards where appropriate.

The extent to which it finds the reasoning of a previous tribunal helpful is a matter ultimately for the arbitrators. If the arbitrators consider the reasoning persuasive, and the point remains available for either party, they can consider it and rule it upon when considering the issues. For instance, a panel[81] stated that regardless of whether some of these decisions were based on law rather than commercial practice, the panel would be obliged to consider whether the evidence in the matter before this panel would require it to apply the law in the same way.

A panel,[82] in deciding on a speed and performance dispute, took note of established standards in numerous prior arbitrations whereby the "about 15 knots" in this charterparty meant the vessel only had to be capable of making good 14 1/2 knots in good weather conditions. The uniformity of previous decisions may create industry standards. Another panel[83] considered a previous body of arbitral decisions that established "modern usage".

The previous awards can be distinguished. A panel[84] said that the previous case was an entirely different charterparty, and the arbitrators considered an entirely different set of circumstances. In another award,[85] the dissenting arbitrator expressed the view that precedent, while important, was not necessary the guiding factor in reaching a decision for seldom does one find the implementing of exact same charter contracts by the same facts and circumstances and certainly this is true in the two cases under discussion.

However, another panel[86] decided to follow previous awards that were slightly distinguishable from the facts of the present case. Since the cases decided the matter quite equitably, the panel saw no basis to depart from that principle. A body of cases was cited[87]) – hence, a general trend of precedent cases, not just one case.[88]

[76] *K Line Pte Ltd v Priminds Shipping (HK) Co Ltd (The Eternal Bliss)* [2020] 2 Lloyd's Rep 419; *Pan Ocean Co Ltd v Daelim Corporation* [2023] 1 Lloyd's Rep 548; *Unicious Energy Pte Ltd v Owners and/or Demise Charterers of the Ship or Vessel "Alpine Mathilde" (No 2)* [2025] Lloyd's Rep Plus 6; *Grindrod Shipping Pte Ltd v Hyundai Merchant Marine Co Ltd* [2018] 2 Lloyd's Rep 121, page 127; *Hyundai Merchant Marine Co Ltd v Furnace Withy (Australia) Pty (The Doric Pride)* [2006] 2 Lloyd's Rep 175; *STX Pan Ocean Co Ltd v Ugland Bulk Transport AS (The Livanita)* [2008] 1 Lloyd's Rep 86, para 8; *Hyundai Merchant Marine Co Ltd v Americas Bulk Transport Ltd (The Pacific Champ)* [2013] 2 Lloyd's Rep 320, para 68; *Waterfront Shipping Co Ltd v Trafigura AG (The Sabrewing)* [2008] 1 Lloyd's Rep 286; *CSSA Chartering and Shipping Services SA v Mitsui OSK Lines Ltd (The Pacific Voyager)* [2018] 1 Lloyd's Rep 57, para 27; *Societe de Distribution de Toutes Merchandises en Cote d'Ivoire, trading as "SDTM-CI" v Continental Lines NV (The Sea Miror)* [2015] 2 Lloyd's Rep 395.

[77] *Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Pola Devora)* [2022] Lloyd's Rep Plus 14.

[78] *Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Divinegate)* [2023] 1 Lloyd's Rep 442.

[79] (2007) 720 LMLN 4.

[80] See *London Arbitration 23/21*, (2021) 1094 LMLN 1.

[81] SMA 3208.

[82] SMA 2991.

[83] SMA 2771.

[84] SMA 705.

[85] SMA 512.

[86] SMA 1878.

[87] SMA 848, SMA 1229 and SMA 1407.

[88] See also SMA 1741.

In a more recent case, the panel[89] said that whereas most arbitrators will consider and incorporate legal principles into the arbitral process in order to achieve a result which will acknowledge the commercial equities, the contract language as well as the applicable law, arbitrators are not bound by either legal precedent or prior arbitration decisions. The Award Service of the SMA is replete with cases supporting this proposition. Adherence to "precedent", in the form of prior arbitration awards, is discretionary, and arbitrators evaluate not only the substance of the prior award and result, but also the panel composition, the reasoning process and the underlying facts, even when the same parties were involved.

The panel explained this further stating that one can look at the arbitration decisions on *The Atlantic Monarch*[90] and *The Pegny*.[91] Both cases involved the very narrow issue of whether charterer was entitled to six-hour free time after the tender of a notice of readiness when the vessel was already on demurrage. The charterer was the same in both cases, the owners were different. In the first decision, a panel of three lawyers found for the charterer; the second decision was heard before a panel of commercial men, who decided in owner's favour. Was this inconsistent and a disregard of stare decisis? On the face of it, it appears so. However, when reading these awards and those which followed on the same issues, one finds order and consistency. True to their background and training, the attorneys took a legal (and somewhat esoteric) approach, whereas the commercial arbitrators drew from their work experience, applying a more practical interpretation.

Another panel[92] stated that it is well established that arbitrators are guided by but not strictly bound by the law, citing an article written by Michael Marks Cohen, "Maritime arbitrators are not required to treat decisions of trial courts as stare decisis", presented at ICMA[93] XVI, page 166.[94]

Nearly 50 years before this paper, in 1957, a dissenting arbitrator[95] stated that one of the advantages of arbitration versus lawsuit is the absence of the subterfuge of technicalities for the subjugation of justice. Arbitrators are not bound but usually do follow the findings of the courts. They can, and do, strive for justice. In this arbitration case the majority findings are not equitable hence it does not follow justice nor is it according to prior decisions of courts, therefore it does not follow law.

In another panel[96] decision in 1980, the dissenting arbitrator expressed the view that the law does not bind arbitrators because their sense of equity, truth and justice is presumed on occasion to compensate where the law is imperfect. But the converse does not apply either – it doesn't mean that arbitrators should presume that a temporary vacuum in the law-making process is equal to the law (or regulations) and should be given positive credibility as though it were law.

89 SMA 3862.
90 SMA 939.
91 SMA 1015.

92 SMA 4127.
93 International Congress of Maritime Arbitrators.
94 Singapore; 13 J Int Mar L 258 (2007).
95 SMA 576.
96 SMA 1454.

### Older decisions – promoting the need for persuasive force

In an award dating back to 1972, owners asserted that arbitrators are not bound by legal precedent and should consider this case on a first-impression basis. The panel[97] said that while it may not be so bound, it certainly can be impressed, and in this case, the precedent established in support of the charterer's position, both by case law and text, was most impressive.

In the same year, a sole arbitrator[98] said that although a commercial arbitrator is not bound to follow the law, one must be persuaded by the experiences of others and the holdings in other arbitrations and lawsuits related to the matter.

Two years later, in 1974, upon considering decisions under English law and New York arbitration, the majority stated that they were mindful of their responsibility as lawyers to apply legal principles in rendering arbitration awards, including proper deference to the doctrine of stare decisis. However, their primary obligation as arbitrators was to follow what they consider to be correct legal principles, even though there may be one or more reported decisions to the contrary in this or some other country.

Two years later, in 1976, another panel[99] stated that although arbitration awards do not, strictly speaking, constitute the law of the United States, it was fair to assume that where the parties, as here, have deliberately chosen New York arbitration for the resolution of the dispute, by implication they agree to be bound by the decisions of New York arbitrators.

## Conclusion

This article has provided a broad overview of key issues in maritime arbitration, laying the groundwork for a more detailed discussion of the similarities and differences between New York and London arbitration, with particular focus on speed and performance claims, in the subsequent article. A review of selected SMA awards demonstrates that their reasoning has influenced not only recent LMAA awards but also decisions of the English High Court in performance-related disputes. The industry practices that have developed over the past decades reflect a cross-pollination of principles originating from both New York and London arbitration.

97 SMA 676.
98 SMA 731.
99 SMA 1032 issued 1976.

# Appendix: decisions analysed and considered

## London Maritime Arbitrators Association (LMAA) awards

*London Arbitration 17/87*, (1987) 209 LMLN
*London Arbitration 26/89*, (1989) 262 LMLN 3
*London Arbitration 16/94*, (1994) 392 LMLN
*London Arbitration 12/95*, (1995) 410 LMLN 3
*London Arbitration 5/97*, (1997) 458 LMLN 3
*London Arbitration 6/01*, (2001) 558 LMLN 3
*London Arbitration 9/01*, (2001) 560 LMLN 4
*London Arbitration 10/03*, (2003) 619 LMLN 3
*London Arbitration 15/07,* (2007) 720 LMLN 4
*London Arbitration 27/07*, (2007) 733 LMLN 3
*London Arbitration 1/08*, (2008) 734 LMLN 1(2)
*London Arbitration 6/19,* (2019) 1024 LMLN 2
*London Arbitration 23/21*, (2021) 1094 LMLN 1
*London Arbitration 29/22* (2022) 1115 LMLN 2
*London Arbitration 32/22*, (2022) 1120 LMLN 2
*London Arbitration 12/24*, (2024) 1169 LMLN 2
*London Arbitration 2/25*, (2025) 1176 LMLN 2

## Society of Maritime Arbitrators (SMA) awards

*Atlantic Monarch*, The, SMA 939
*Concorde Line v Superten Shipping Ltd (The Superten)* SMA 3304 (1997) 452 LMLN
*Dimitris Perrotis*, The, SMA 3562 (2000) 533 LMLN 4
*Drepanon*, The, SMA 1315
*FFM Matarengi, FFM Viris and FFM Virihaure*, The, SMA 2703
*Katerina P*, The, SMA 3038
*Kissavos*, The, SMA 1243
*Linden Navigation Corporation v Grand Eastern Co Ltd (The Dimitris Perrotis),* SMA 3562, (2000) 533 LMLN 4
*Pegny*, The, SMA 1015
SMA 65
SMA 190
SMA 512
SMA 522
SMA 576
SMA 676
SMA 705
SMA 731
SMA 760 (*The Stonepool*)
SMA 848
SMA 881
SMA 926
SMA 939
SMA 1002
SMA 1015
SMA 1156
SMA 1188
SMA 1224
SMA 1229
SMA 1243 (*The Kissavos*)
SMA 1279
SMA 1315 (*The Drepanon*)
SMA 1370
SMA 1407
SMA 1454
SMA 1603
SMA 1738
SMA 1741
SMA 1812
SMA 1878
SMA 1927
SMA 2435
SMA 2548
SMA 2637
SMA 2703 (*The FFM Matarengi, FFM Viris and FFM Virihaure*)
SMA 2771
SMA 2868

SMA 2927

SMA 2991

SMA 3009

SMA 3038 *(The Katerina P)*

SMA 3208

SMA 3304 (*The Superten*) (1997) 452 LMLN

SMA 3311

SMA 3414

SMA 3443

SMA 3562, *Linden Navigation Corporation v Grand Eastern Co Ltd (The Dimitris Perrotis)* (2000) 533 LMLN 4

SMA 3677

SMA 3740

SMA 3846

SMA 3849

SMA 3857

SMA 3862

SMA 4023

SMA 4127

SMA 4131 (24 June 2011)

SMA 4149

SMA 4204

SMA 4214

SMA 4309

SMA 4338

SMA 4359

SMA 4393

SMA 4399

SMA 4402

SMA 4408

SMA 4478

*Stonepool*, The, SMA 760

*Superten*, The, SMA 3304 (1997) 452 LMLN

## Judgments referred to

*Ace Capital Ltd v CMS Energy Corporation* [2008] EWHC 1843 (Comm); [2009] Lloyd's Rep IR 414

*Adelfoi*, The, 1972 AMC 1742

*Agile Holdings Corporation v Essar Shipping Ltd (The Maria)* [2018] Lloyd's Rep Plus 79

*AIC Ltd v Marine Pilot Ltd (The Archimidis)* (QBD (Comm Ct)) [2007] EWHC 1182 (Comm); [2007] 2 Lloyd's Rep 101

*American Almond Products Co v Consolidated Pecan Sales Co Inc* 144 F.2d 448, 451 (2nd Cir 1944)

*Amoco Overseas Oil Co v Astir Navigation Co Ltd*, 490 F.Supp 32 (SDNY 1979)

*Antiparos ENE v SK Shipping Co Ltd (The Antiparos)* [2008] 2 Lloyd's Rep 237

*Arab Maritime Petroleum Transport Co v Luxor Trading Panama and Geogas Enterprise Geneva (The Al Bida)* [1986] 1 Lloyd's Rep 142

*Asia Star*, The (2007) 728 LMLN 2

*Chiswell Shipping Ltd v National Iranian Tanker Co (The World Symphony and World Renown)* [1992] 2 Lloyd's Rep 115

*CSSA Chartering and Shipping Services SA v Mitsui OSK Lines Ltd (The Pacific Voyager)* (QBD (Comm Ct)) [2017] EWHC 2579 (Comm); [2018] 1 Lloyd's Rep 57

*Didymi Corporation v Atlantic Lines and Navigation Co Inc (The Didymi)* [1987] 2 Lloyd's Rep 166

*Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Divinegate)* (QBD (Comm Ct)) [2022] EWHC 2095 (Comm); [2023] 1 Lloyd's Rep 442

*Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Divinegate)* [2023] 1 Lloyd's Rep 442

*Eastern Pacific Chartering Inc v Pola Maritime Ltd (The Pola Devora)* (QBD (Comm Ct)) [2021] EWHC 1707 (Comm); [2022] Lloyd's Rep Plus 14

*Federal Commerce and Navigation Co Ltd v Tradax Export SA (The Maratha Envoy)* [1977] 1 Lloyd's Rep 217

*Glasser v American Federation of Musicians*, 354 F.Supp 1 (SDNY 1973), affirmed 487 F.2d 1393

*Golden Fleece Maritime Inc v ST Shipping & Transport Inc (The Elli and The Frixos)* [2008] 1 Lloyd's Rep 262

*Grindrod Shipping Pte Ltd v Hyundai Merchant Marine Co Ltd* (QBD (Comm Ct)) [2018] EWHC 1284 (Comm); [2018] 2 Lloyd's Rep 121

*Hyundai Merchant Marine Co Ltd v Americas Bulk Transport Ltd (The Pacific Champ)* (QBD (Comm Ct)) [2013] EWHC 470 (Comm); [2013] 2 Lloyd's Rep 320

*Hyundai Merchant Marine Co Ltd v Furnace Withy (Australia) Pty (The Doric Pride)* (CA) [2006] EWCA Civ 599; [2006] 2 Lloyd's Rep 175

*K Line Pte Ltd v Priminds Shipping (HK) Co Ltd (The Eternal Bliss)* (QBD) (Comm Ct)) [2020] EWHC 2373 (Comm); [2020] 2 Lloyd's Rep 419

*Leeds Shipping Co Ltd v Société Franqaise Bunge (The Eastern City)* [1958] 2 Lloyd's Rep 127

*Pan Ocean Co Ltd v Daelim Corporation* (KBD (Comm Ct)) [2023] EWHC 391 (Comm); [2023] 1 Lloyd's Rep 548

*Petroleo Brasiliero SA v Kriti Akti Shipping Co SA (The Kriti Akti)* [2004] 1 Lloyd's Rep 712

*Piggly Wiggly Operators' Warehouse Inc v Piggly Wiggly Operators' Warehouse Independent Truck Drivers Union*, 611 F.2d 580 (5th Cir 1980)

*Polaris Shipping Co Ltd v Sinoriches Enterprises Co Ltd (The Ocean Virgo)* [2018] Lloyd's Rep Plus 101

*Reefer Express Lines Pty Ltd v Cool Carriers AB* (24 January 1996).

*Seamaid*, The 1967 AMC 1362

*Senator Linie GmbH & Co KG v Sunway Line Inc*, 291 F.3d 145 (2d Cir 2002)

*Smart Gain Shipping Co Ltd v Langlois Enterprises Ltd (The Globe Danae)* (QBD (Comm Ct)) [2023] EWHC 1683 (Comm); [2024] 1 Lloyd's Rep 309

*Societe de Distribution de Toutes Merchandises en Cote d'Ivoire, trading as "SDTM-CI" v Continental Lines NV (The Sea Miror)* (QBD (Comm Ct)) [2015] EWHC 1747 (Comm); [2015] 2 Lloyd's Rep 395

*Sperry International Trade Inc v Government of Israel* 689 F.2d 301 (2d Cir 1982)

*STX Pan Ocean Co Ltd v Ugland Bulk Transport AS (The Livanita)* (QBD (Comm Ct)) [2007] EWHC 1317 (Comm); [2008] 1 Lloyd's Rep 86

*STX Pan Ocean Co Ltd v Ugland Bulk Transport AS (The Livanita)* [2008] 1 Lloyd's Rep 86

*Tidebrook Maritime Corporation v Vitol SA (The Front Commander)* [2006] 2 Lloyd's Rep 251

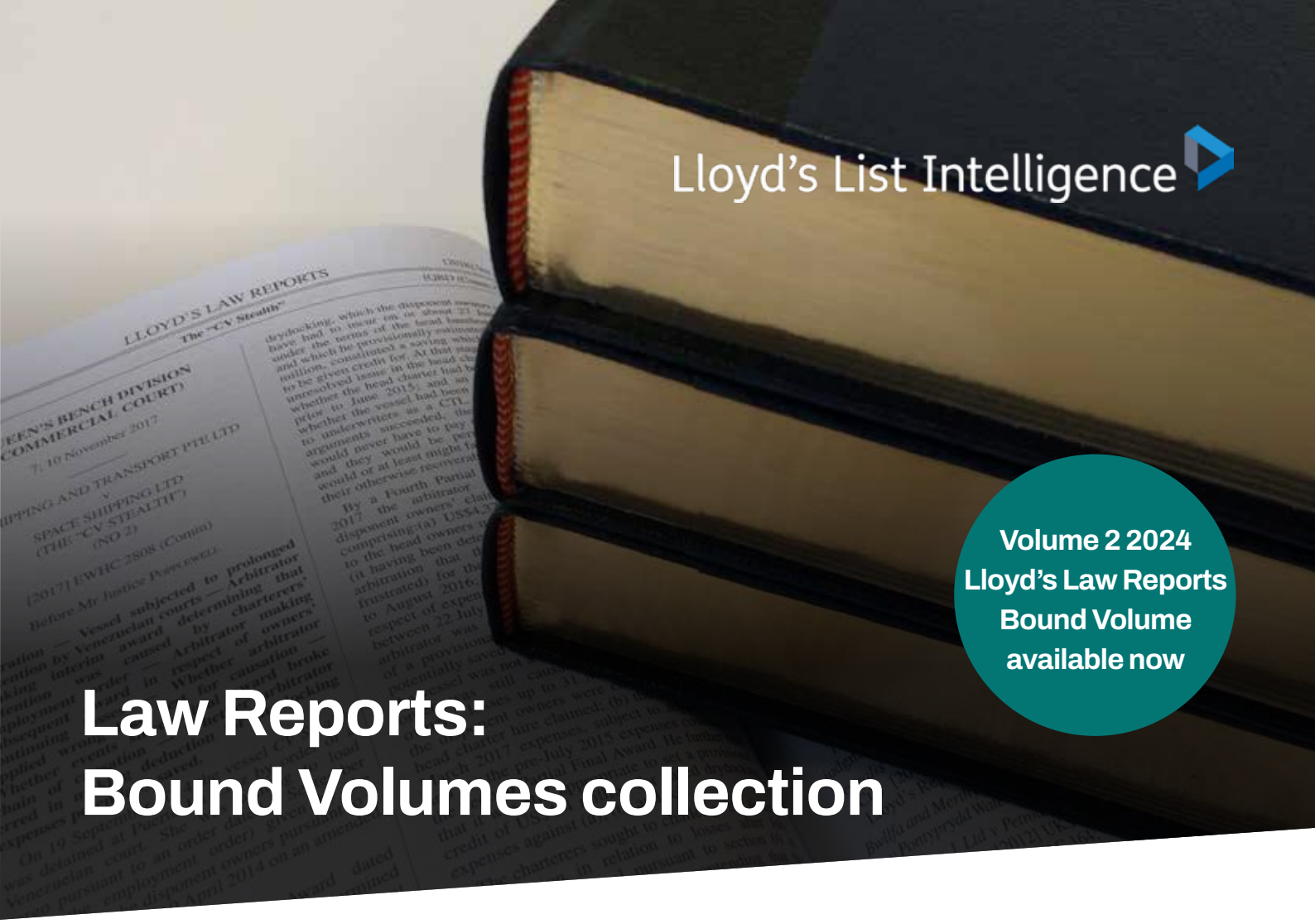
*Ultramar*, The, 1981 AMC 1831

*Unicious Energy Pte Ltd v Owners and/or Demise Charterers of the Ship or Vessel "Alpine Mathilde" (No 2)* (Malaya HC) [2024] MLJU 532; [2025] Lloyd's Rep Plus 6

*Waterfront Shipping Co Ltd v Trafigura AG (The Sabrewing)* (QBD (Comm Ct)) [2007] EWHC 2482 (Comm); [2008] 1 Lloyd's Rep 286

*Waterfront Shipping Co v Trafigura AG (The Sabrewing)* [2008] 1 Lloyd's Rep 286

*Whistler International Ltd v Kawasaki Kisen Kaisha Ltd (The Hill Harmony)* [2001] 1 Lloyd's Rep 147




# Law Reports: Bound Volumes collection

Lloyd's List Intelligence is a specialist publisher in the field of law reporting. Our Bound Volumes collection dates back to 1919 and includes volumes for our leading reports and review journals in the areas of construction, maritime and commercial, insurance and medical law.

## Bound Volumes Series

available as full sets, small bundles and individual units

**Make sure your legal library is complete**

Our Law Reports Bound Volumes are a powerful reference resource for all your legal research needs. Each volume contains fully headnoted, verbatim judgments. Each attractively cloth-bound edition collates the most noteworthy legal decisions reported within the year.

- Access cases and precedents across the full print archive.
- Carefully crafted headnotes crystallise the most significant cases from the world-renowned courts of England and Wales.
- Recent volumes include the most influential cases from overseas jurisdictions.
- Our distinguished editors include high court judges, eminent professors, the Past Chair of the Bar Council and leading KCs.

## Lloyd's Law Reports 2024 Volume 2 available now

Our new Bound Volume features analysis and verbatim text of the most noteworthy maritime and commercial court judgments to be handed down in the second six months of 2024. It is an essential reference tool for industry and legal professionals worldwide.

## Complete your Bound Volume collections with our 2024 editions.

**Find out more:** **customersuccess@lloydslistintelligence.com** www.lloydslistintelligence.com/products/i-law

**+44 (0)20 7509 6499 (EMEA); +65 6028 3988 (APAC)**

Lloyd's List Intelligence

# Achieve more with Maritime and Commercial on i-law.com

i-law.com is your essential online legal companion, combining user-friendly functionality with our quality maritime law content. Our extensive shipping law library, including *Lloyd's Law Reports* dating back to 1919, provides the information you need at the right time, anywhere in the world

**Discover the power of i-law.com today at lloydslistintelligence.com/products/ilaw**