

# ESSEX COURT CHAMBERS

BARRISTERS



## CHRISTOPHER SMITH QC

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### PROFESSIONAL PRACTICE

Chris Smith's practice covers all aspects of domestic and international commercial work, with particular emphasis on wet and dry shipping, professional negligence and related areas such as marine and non marine insurance and reinsurance.

Chris' practice involves advisory work, mediation, arbitration in England and Wales and other jurisdictions including Singapore, Hong Kong and South Africa, and litigation in the Supreme Court, Court of Appeal and all divisions of the High Court. He also has extensive experience of acting as co Counsel in disputes involving litigation in more than one jurisdiction.

Chris is described by the leading legal directories as *"Always superb. He has a razor-sharp mind,"* *"an unflappable barrister who has a rigorous mind and a very good reputation."*

Chris is a CEDR accredited mediator and also accepts appointments as arbitrator both on LMAA and *ad hoc* terms.

He has been one of the editors of ***Scrutton on Charterparties and Bills of Lading*** since 2008.

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## AREAS OF EXPERTISE

- Shipping & admiralty
- Arbitration & related court applications
- Professional negligence
- Commercial dispute resolution
- Injunctions, interim relief
- Insurance & reinsurance
- International trade, transport & commodities
- Mediation

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## WHAT OTHERS SAY

### Chambers & Partners 2021

*“He provides prompt, efficient and practical advice.” “He works phenomenally hard, is on top of all the material and deals with matters at the drop of a hat.”*

### Legal 500 2021

*“He is highly recommended for shipping disputes.”*

### Chambers & Partners 2020

*“He is very good on big shipping disputes. The quality of his advice is excellent and he is a good cross-examiner with a fantastic eye for detail.” “He is an organised, unflappable barrister who has a rigorous mind and a very good reputation.”*

### Chambers & Partners 2019

*“Shipping is in his blood. He is very bright and an extremely good advocate.” “Superb in writing and very good on his feet.” “His approachability and user-friendliness make him a pleasant person to work with.”*

### Legal 500 2019

*“Has an extraordinary capability to deal with the issues in an astonishingly clear and logical manner.” “He has vast experience.”*

### Chambers & Partners 2018

*“Always superb. He has a razor-sharp mind and is very thorough. Time and again in multiparty cases Chris stands out amongst his peers.” “A good strategist and an invaluable asset.”*

### Legal 500 2018

*“First-rate.” “Personable and commercially minded.”*

## **Chambers & Partners 2017**

*“His understanding of the subject matter was extremely good. Very user-friendly, approachable, bright and hard-working.”*

## **Chambers & Partners 2016**

*“I find him incredibly bright. He is persuasive on paper and in person, and is also practical and commercial.”*

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## **RECENT NOTABLE CASES**

### ***The Silver ex “Tilawa” [2020] EWHC 3434 (Admlty):***

Chris is instructed on behalf of the Republic of South Africa in relation to this claim arising out of the recovery of a cargo of silver from the wreck of a vessel sunk by enemy action in 1942.

### ***Halliburton -v- Chubb [2020] UKSC 48:***

Chris was instructed on behalf of GAFTA – one of the parties that sought and obtained permission to intervene before the Supreme Court in this leading case on arbitrators’ duties of disclosure.

### ***Naibu –v- Pinsent Masons [2020] EWHC 2719:***

Chris is instructed on behalf of the 2nd Defendant in this claim for damages in excess of £180,000,000. The vast majority of the claims advanced have recently been struck out on the basis that they were claims for reflective losses.

### ***The “CCNI Arauco” (2020):***

Chris was instructed by the owners of this vessel which suffered significant damage after an explosion and fire occurred whilst hot works were being carried out on board.

### ***W -v- G (2020):***

Chris acted for the claimant in this LCIA arbitration concerning the termination of a long term LNG supply contract.

### ***The “S” and the “S” (ongoing):***

Chris is instructed on behalf of the builder of two LNG carriers in relation to claims arising under the shipbuilding contracts.

***The “MF” (ongoing):*** Chris is instructed on behalf of the owners of this vessel in relation to limitation proceedings commenced by the charterers after a fire and explosion caused by the

carriage of dangerous cargo.

***The “S.C.” (ongoing):***

Chris is instructed by the owners of this vessel which suffered bottom damage whilst transiting the Suez Canal, leading to significant delay in the delivery of her cargo and a substantial claim by the charterers of the vessel.

***The “Sertao” [2020] EWHC 2589 (Admlty):***

Chris was instructed on behalf of the mortgagee bank in relation to issues arising out of the arrest and sale of this vessel.

***“Cape Bonny” [2018] 1 Lloyd’s Rep. 356***

Chris acted for the Defendant in this claim for General Average which resulted in the claim being dismissed on the grounds that the casualty had been caused by the unseaworthiness of the vessel.

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## **SHIPPING & ADMIRALTY**

Shipping and Admiralty work makes up the largest single part of Chris’ practice. His extensive experience includes all aspects of both wet and dry work ranging from salvage, collisions and towage to charterparty and bill of lading disputes. Chris has significant experience of safe port and berth cases and is frequently instructed in relation to insurance and general average issues arising out of shipping casualties. In recent years Chris has been particularly involved in ship building and management cases acting for buyers and sellers as well as owners and managers. Reported cases, and some other typical cases in recent years, include:

*The Silver ex “Tilawa” [2020] EWHC 3434 (Admlty):* Chris is instructed on behalf of the Republic of South Africa in relation to this claim arising out of the recovery of a cargo of silver from the wreck of a vessel sunk by enemy action in 1942.

*The “S” and the “S”:* Chris is instructed on behalf of the builder of two LNG carriers in relation to claims arising under the shipbuilding contracts.

*The “Columbus” and the “Vasco da Gama” [2021] EWHC 113 (Admlty):* Chris is instructed by the P&I club with which these two vessels were entered in relation to priorities issues arising after both were sold by order of the Admiralty Court.

*The "A"*: Chris is instructed by the salvors in relation to a claim for common law salvage arising out of the grounding of a vessel that dragged her anchors.

*The "MF"*: Chris is instructed on behalf of the owners of this vessel in relation to limitation proceedings commenced by the charterers after a fire and explosion caused by the carriage of dangerous cargo.

*The "B" and the "A"*: Chris is instructed on behalf of the owners of these vessels in relation to disputes arising as to the condition of the vessels when they were redelivered after long term bare boat charters.

*The "GE"*: Chris is instructed on behalf of the owners of this vessel in relation to a claim relating to the safety of the vessel's discharge berth.

*The "S.C."*: Chris is instructed by the owners of this vessel which suffered bottom damage whilst transiting the Suez Canal, leading to significant delay in the delivery of her cargo and a substantial claim by the charterers of the vessel.

*The "CCNI Arauco"*: Chris was instructed by the owners of this vessel which suffered significant damage after an explosion and fire occurred whilst hot works were being carried out on board.

*The "BD"*: Chris acted for the ship respondents in this claim for SCOPIC remuneration due under an LOF Salvage Agreement.

*The "AS"*: Chris was instructed on behalf of the charterers in this claim relating to the safety of the nominated discharge berth.

*The "Sertao" [2020] EWHC 2589 (Admlty)*: Chris was instructed on behalf of the mortgagee bank in relation to issues arising out of the arrest and sale of this vessel.

*The "V"*: Chris was instructed on behalf of the builder of a river cruising vessel in relation to disputes which arose when the Contract was cancelled by the buyer (alleging delay) and the builder (for failure to pay).

*The "MS"*: Chris was instructed on behalf of the contractors in relation to this claim for salvage in respect of services rendered to a container vessel which had suffered an explosion and fire on board.

*"Cape Bonny" [2018] 1 Lloyd's Rep. 356*: Chris acted for the Defendant in this claim for General Average which resulted in the claim being dismissed on the grounds that the casualty had been

caused by the unseaworthiness of the vessel.

*M v I*: Chris was instructed by the time charterer of two ships in relation to claims arising out of the collapse of the OW Bunkers group of companies.

*L –v- H*: Chris was instructed by the yard constructing 5 vessels for the same buyers subject to five different contracts. The claims arose when the buyers purported to cancel each contract (in turn) alleging late delivery.

*The “NA”*: Chris was instructed by the time charterers of this ro ro ferry to advise in relation to issues of liability and quantum which arose out of a fire on board. Numerous cargo and passenger claims were brought and issues also arose as to liability for the damage to the vessel herself.

*“Y.C.”*: Chris was instructed on behalf of the salvors in relation to this claim for SCOPIC remuneration in relation to services provided pursuant to a Lloyds Open Form salvage agreement to a grounded container ship.

*The “Pisti”*: Chris was instructed on behalf of the Claimants in relation to this collision claim in the Admiralty Court concerning the question of whether the Defendant vessel had passed too fast and too close to the Claimant’s vessel which was alongside at the time. Issues also arose as to the safety of the relevant berth.

*C v M*: Chris acted for the salvors in this dispute as to whether or not a salvage contract in Lloyds for Open Form terms had been agreed between the parties. Chris also acted for the salvors on a subsequent claim for salvage against cargo interests.

*“M.L.”*: Chris was instructed on behalf of one of the time charterers in this dispute which concerned liability for grounding damage sustained by the vessel whilst berthing. The various claims were passed down a long chain of back to back time charterparties. Chris’ clients in fact sub chartered the vessel by way of a voyage charter which gave rise to the risk that they might not be able to pass on down the line any liabilities they were under up the line.

*Sappi Paper Holding -v- Gearbulk AG*: Chris was instructed on behalf of the Defendants in this Commercial Court action in which the Claimants claimed damages for losses suffered as a result of a fire on board his client’s vessel.

*The V*: Chris was instructed on behalf of the owners of a cruise vessel. She suffered a significant casualty at sea as a result of which a large number of passengers were injured. The

Charterers alleged that she was unseaworthy and claimed damages and an indemnity in respect of the personal injury claims which they had settled.

*N A*: Chris was instructed on behalf of the Charterers in this unsafe port claim arising out of the grounding of the vessel and a serious oil pollution incident in Venezuela.

*European Vision*: Chris was instructed on behalf of the lending bank in relation to this ship financing dispute relating to a cruise liner. The vessel was arrested in Barbados and Chris provided advice to the clients and to local lawyers, and also attended hearings before the Admiralty Court in Barbados.

*A v B*: Chris was instructed on behalf of the Defendant sellers in this dispute arising out of the sale of a Ro- Ro car ferry which suffered major engine damage shortly after delivery. The claim was withdrawn part way through the cross examination of the Claimant's witnesses.

*"Maersk Neuchatel"* [2014] EWHC 1643 (Comm): Chris acted for the charterers in this dispute concerning liability to contribute in general average and the proper constructions of the security provided.

*Sun Cross v Rickmers Genoa* [2010] EWHC 1949 (Admlty): Chris was instructed on behalf of the Owners of the Defendant vessel in this collision action. He advised on numerous different matters arising out of the collision (which resulted in the loss of Sun Cross and all but 2 of her crew) which were dealt with in a number of different jurisdictions including China, Korea and the United States. Chris represented the Defendants at the trial before the Admiralty Court of the claims arising out of the loss of the cargo on board Sun Cross.

*The "Bow Cedar"* [2005] 1 Lloyds Rep 275: Chris acted for the Claimant in this dispute concerning the quantum of damages recoverable for repudiatory breach in a voyage charter party.

*Aktieselskabet Dampskibsselskabet Svendborg v Mobil North Sea* [2001] 2 Lloyd's Rep. 127. Chris was instructed on behalf of the Claimant owners in this dispute concerning the proper construction of the termination provisions of a Charterparty for the provision of oil rig anchor handling vessels in the North Sea. The claim was settled after the Court determined various preliminary issues of construction.

*The "Sitarem" and the "Spirit"* [2001] 2 Lloyd's Rep. 107. Chris was instructed on behalf of the Claimants in this collision claim.

*Domansa and others v Derin Shipping* [2001] 1 Lloyd's Rep. 362: Chris was instructed on behalf of the Defendant shipowners in this claim arising out of the death in service of three crew members. The Commercial Court determined a challenge to the jurisdiction in 2000, and the claim (which involved issues of construction of the deceased' contracts of employment as well as more usual issues under the Fatal Accidents Act) subsequently settled.

*Alimport v Soubert Shipping Co Ltd* [2000] 2 Lloyd's Rep 447: A decision of Timothy Walker J. on preliminary issues arising out of the ante dating of a bill of lading by time charterer's agents and the extent to which this could affect the existence of a contract of carriage to which shipowners were a party.

*The 'Ruta'* [2000] 1 Lloyd's Rep 359: Chris acted for the wages Claimants (not Defendants as stated in the report) in this action in which David Steel J. declined to follow a supposed rule set out in a number of text books and instead applied the Admiralty Court's wide equitable discretion so as to accord priority to the claims of unpaid crew members above the claims of the holders of damage maritime liens.

*The Bumbesti* [2000] QB 559: Chris acted for the Claimants in this dispute concerning the right of arrest to enforce arbitration awards.

*The "Pa Mar"* [1999] 1 Lloyd's Rep 338: Chris was instructed on behalf of cargo owners in this long running salvage dispute concerning the extent to which cargo was bound by the terms of an LOF salvage agreement entered into by shipowners. After determination of jurisdictional issues by the Admiralty Court, the remaining claim for salvage which Salvors were held to be entitled to pursue was eventually settled.

*The "Tychy"* [1999] 2 Lloyd's Rep 11; *The "Tychy No 2"* [2001] 1 Lloyd's Rep. 403: Chris was instructed on behalf of the Defendants in this dispute arising out of a slot charterparty operated under the TACA conference agreement. An initial challenge to the jurisdiction of the Court was rejected by the Admiralty Court and the Court of Appeal. At trial the Claimants made a substantial recovery and the matter eventually settled after the Court of Appeal overturned the decision of the trial Judge as to the proper identity of the contracting party.

*The River Gurara* [1998] QB 610: Chris acted for the Defendant shipowners in this dispute concerning package limitation.

## Yachts & Yachting

Chris has a particular interest and involvement in disputes concerning yachts of all sizes – both pleasure and commercial small craft. He was a member of the panel of specialist mediators and



arbitrators maintained by the CI Arb on behalf of the RYA and BMIF to deal with disputes relating to yachts and small craft. He has been involved in numerous cases involving the construction, sale, repair and management of yachts of all sizes, as well as insurance and surveying disputes, collisions and disputes arising out of the regulatory regimes relating to yachts and small craft. Reported and other significant cases include:

*Re "O"*: Chris acts for the Charter of this yacht in relation to disputes that have arisen in relation to a charter on MYBA terms.

*Re "D"*: Chris acts for the builder of this yacht in relation to disputes that have arisen under the terms of the o a contract for the construction and sale of a motor yacht.

*Riva Bella SA v Tamsen Yachts* [2011] EWHC 1434 (Comm): Chris represented the Defendant (builder) at the trial of this Commercial Court claim concerning the construction and sale of a luxury motor yacht. Various technical issues arose as to the construction of the yacht but the claim also involved complex contractual issues in relation to the role of the broker involved. The case was particularly sensitive because it appeared that a number of secret commissions had been paid. Nearly every aspect of the Buyer's claim was rejected and the Builder's counterclaim succeeded almost in full, leading to a net judgment in favour of the Builder. An application for permission to appeal was rejected by the trial Judge and the Court of Appeal.

*C v S*: Chris was instructed on behalf of the yard which had taken over a project to construct a luxury motor yacht. Disputes had arisen between the original builder and the buyer and Chris' clients took over the project when the yacht was part built. Chris advised the builder in relation to disputes which subsequently arose as to build quality, delays in construction and variation orders.

*The "E"*: Chris acted for the purchaser of this luxury motor yacht who claimed substantial damages as a result of the defective condition of the yacht on delivery and the builder's failure to rectify warranty matters.

*Waldman v Tarquin*: Chris was instructed by the Defendant vendors in this dispute arising out of the construction and sale of a luxury motor yacht. Issues included the incidence of VAT and whether or not the yacht, which was CE marked and MCA coded, had been properly constructed in accordance with the Recreational Craft Directive.

*Sea Hauler and United Star*: Chris was substantially involved in the formal investigation arising out of the collision between these two small commercial craft. Issues included the respective

fault of the two vessels but also the applicability of various regulatory and licensing regimes.

*A v B and A v C*: Chris acted for the Claimant in these two related claims involving a commercial yacht used for corporate hospitality events. Chris' Client was injured (and there were two fatalities) as a result of the casualty which led to claims against the owner/skipper and the organiser of the event. Issues arose in relation to the proper certification of the yacht and the applicability of the Small Commercial Craft Regulations.

*Kyzuna Investments Ltd v Ocean Marine* [2000] 1 Lloyd's Rep 505: Chris was instructed by the claimant yacht owners. The case is reported as a result of a decision of Thomas J. on a preliminary issue as to whether or not a policy of insurance (which specified a "sum insured") for a classic yacht was a valued or unvalued policy.

*The Shizelle* [1992] 2 Lloyds Rep 444: Chris was instructed on behalf of the Claimant lenders in this case concerning mortgages of unregistered vessels. Chris' client's claim succeeded even though their mortgage had not been registered.

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## **ARBITRATION & RELATED COURT APPLICATIONS**

Many of the cases in which Chris is instructed are resolved in arbitration, both in England and Wales and in other jurisdictions including Hong Kong, Korea, Norway, Singapore, Dubai and South Africa. Chris has extensive experience of international arbitration work and also of related High Court proceedings including challenges to the jurisdiction of the arbitrators, appeals and applications for anti-suit injunctions and other interim remedies. Reported cases, and some other typical cases in recent years, include:

*Halliburton -v- Chubb* [2020] UKSC 48: Chris was instructed on behalf of GAFTA – one of the parties that sought and obtained permission to intervene before the Supreme Court in this leading case on arbitrators' duties of disclosure.

*W -v- G*: Chris acted for the claimant in this LCIA arbitration concerning the termination of a long term LNG supply contract.

*N -v- P*: Chris was instructed on behalf of the Defendant in this claim for damages in excess of £180,000,000. The claim was stayed in favor of HKIAC arbitration and Chris then represented the Defendant in the arbitration which was dismissed on the grounds that the claim was time barred.

*O -v- R*: Chris acted for the Respondent in this Arbitration Foundation for Southern Africa arbitration relating to a salvage contract.

*L -v- H*: Chris was instructed by the yard constructing 5 vessels in relation to disputes that arose after the 5 contracts were cancelled. The contracts were governed by English law with all disputes to be settled by arbitration in Dubai subject to the rules of the Singapore International Arbitration Centre.

*The OB*: Chris was instructed on behalf of the shipowners in relation to this casualty. Substantial issues arose as to whether the cargo claims could be pursued in Chile as opposed to by way of London Arbitration. Chris advised and acted in relation to the jurisdiction of the arbitrators and possible applications for anti-suit injunctions.

*The RS*: Chris was instructed by salvors who had rendered salvage services to a casualty and claimed remuneration from the owners of the ship, her cargo bunkers and stores. There was a dispute between the parties as to whether or not the services were provided pursuant to the terms of Lloyds Open Form of Salvage Agreement which was referred to the High Court by the (putative) arbitrator.

*Re 11 Hulls*: Chris was instructed on behalf of the shipyard building 11 vessels for buyers controlled by the same ultimate interests. The buyers cancelled all 11 shipbuilding contracts and the disputes were referred to 11 arbitrations which were all heard together over a three week period. After the awards were published Chris advised in relation to the outcome which led to two of the awards being challenged in the Commercial Court and to a second hearing to determine quantum which was eventually settled.

*B v K*: Chris was instructed on behalf of three potential Claimants in respect of disputes which arose when the potential Respondents cancelled three long term charter parties. Chris' clients wished to pursue their claims by way of arbitration in London but the potential Respondents were subject to Rehabilitation Proceedings in Korea. Chris advised throughout on liability, quantum and procedure and, in particular, in relation to the consequences of the rehabilitation on the arbitration.

*Ssangyong Motor Distributors v Daewoo*: Chris was instructed on behalf of the Defendants in this matter in which the High Court stayed English proceedings to await the outcome of a Korean arbitration. Chris was also instructed to appear in the Korean arbitration as co Counsel with Korean lawyers.

*Spliethoff's Bevrachtingskantoor BV v Bank of China* [2015] 2 Lloyd's Rep. 123: Chris was instructed on behalf the buyer of two ships being constructed in China. He was originally instructed in relation to two arbitrations (one in relation to each vessel) concerning the construction of the vessels, but the builder and the seller subsequently commenced court proceedings in China. Chris was subsequently involved in four further, related arbitrations and in High Court proceedings in which his clients sought and obtained anti suit injunctions from the Commercial Court and the London Arbitrators.

*Through Transport v New India* [2004] 1 Lloyd's Rep 206. [2005] 2 Lloyds Rep 378 [2005] 1 Lloyd's Rep 67: Chris was instructed on behalf of the Defendant insurers in this case in which the Court of Appeal considered the question of the grant of anti-suit injunctions restraining proceedings in Lugano Convention States alleged to be in breach of an English Arbitration clause. Moore-Bick J. granted an injunction which was set aside by the Court of Appeal. The matter then came back before Moore-Bick J. on the Claimant's application for the appointment of an arbitrator.

*Moscliff Investment Limited v Philipanas Shell Petroleum Corporation* [2005] 2 Lloyds 378: Chris was instructed by the ship owners in this arbitration in which both parties appealed to the Commercial Court against the arbitrator's decision on 3 preliminary issues.

*Vakis T* [2002] 2 Lloyd's 465: Chris was instructed on behalf of the shipowners in this matter which involved a successful appeal to the Commercial Court against an award of LMAA arbitrators in respect of a failed unsafe berth claim.

*Azov v Baltic* [1999] 2 Lloyd's Rep 159; [1999] 1 Lloyd's Rep 68; [1999] 2 Lloyd's Rep 159: Chris acted for the Respondent in this arbitration application. The case was reported on 2 points of practice (relating to security for costs of arbitration applications and the nature of appeals against arbitrators' decisions on jurisdiction) before the substantive application was decided by Colman J.

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## **PROFESSIONAL NEGLIGENCE**

Chris has a varied professional negligence practice, much of which dovetails with his shipping practice and involves claims against ship managers, (marine) insurance and chartering brokers and solicitors involved in shipping litigation and transactions. In addition, Chris is often instructed in professional negligence matters with no shipping aspect, including claims against solicitors and barristers, valuers and surveyors and non marine insurance brokers. Reported cases, and some other typical cases in recent years, include:

*Naibu –v- Pinsent Masons* [2020] EWHC 2719: Chris is instructed on behalf of the 2nd Defendant in this claim for damages in excess of £180,000,000. The vast majority of the claims advanced have recently been struck out on the basis that they were claims for reflective losses.

*B -v- A*: Chris is advising solicitors in relation to possible claims arising out of their conduct of an HKIAC arbitration.

*Re H*: Chris is instructed on behalf of the professional liability insurers of a law firm in this dispute concerning which of two different firms is the successor practice of a third firm for the purposes of a high profile claim for damages made against the third firm.

*T v W*: Chris was instructed by the potential claimant to advise in relation to possible claims against its former solicitors in relation to the drafting of the documentation relating to financing arrangements for the sale and lease back of an oil rig.

*Hawksford Trustees Jersey Limited –v- Halliwells* [2016] EWCA 1424: Chris was instructed on behalf of the Defendant solicitors in relation to appeals and cross appeals against the first instance judgment which allowed some heads of claim but not others.

*Re G*: Chris was instructed by solicitors defending a substantial professional negligence claim to advise in relation to issues that had arisen between the solicitors' insurers for different policy years concerning notification and aggregation.

*D –v- D*: Chris was instructed on behalf of the Defendant solicitors in relation to two claims arising out of failed real estate transactions in Dubai.

*L v M*: Chris was instructed on behalf of the shipowners in relation to this claim against the brokers who had arranged a bespoke loss of hire policy which, in the event, failed to respond to a significant claim.

*H v H*: Chris advised the Claimant in this matter in relation to claims for professional negligence against the brokers and sub brokers who were required to obtain reinsurance for the claimant. In the event no binding cover was obtained, apparently due to the fraud of one or more persons claiming to act for the reinsurer.

*TVR v C*: Chris was instructed on behalf of the Defendant, a leading International Law Firm, in relation to this matter. The matter was particularly complex because of the number of different jurisdictions involved in the underlying transactions in which Chris' clients were involved. Chris represented his clients in proceedings which were commenced in this jurisdiction claiming a declaration that they were not liable in respect of any of the alleged claims. The Claimant

subsequently commenced proceedings in Norway and Chris assisted in the preparation of the Defence in those proceedings and at all stages up to trial.

*N v H*: Chris was instructed on behalf of the potential Defendants in this matter. The Claimants alleged that Chris' clients (their former solicitors) were negligent in not protecting time in respect of various claims arising under four shipbuilding contracts. Issues arose as to if and when the underlying claims became time barred, which were complicated by the fact that the case handler moved firms at a time when, at least arguably, the claims (or some of them) were not yet time barred.

*Stapleton v Howard Kennedy*: Chris was instructed on behalf of the Defendant solicitors in this claim which came on for trial after the Claimant's appeal against summary judgment entered for the Defendants was allowed. The claim was abandoned during the course of cross examination of the Claimant.

*London & Regional v Lawrence Graham*: Chris was instructed on behalf of the Defendant solicitors in this professional negligence claim relating to a proposed joint venture agreement.

*D.P. Mann v Egypt Re*: Chris was instructed on behalf of the brokers in this substantial reinsurance dispute in which allegations of negligence were made against the brokers involved.

*Gladman Commercial Properties v Fisher Hargreaves Proctor* [2013] EWCA Civ 1466: Chris was instructed on behalf of the Third Defendant in this £30m+ claim which concerned the attempted sale of a plot of land for development as managed student accommodation. Chris' client was one of the joint selling agents and was accused of having made fraudulent misrepresentations in relation to the site. The claim was struck out on various ground and an appeal to the Court of Appeal was dismissed.

*Michael Gerson Investments v Haines Watts* [2002] Lloyd's P.N. 493: Chris was instructed on behalf of the Defendant solicitors in this professional negligence claim involving 9 claims arising out of a failed tax avoidance scheme. Rimer J determined a preliminary issue in favour of the Claimants and the nine claims proceeded to trial. All of the claims were eventually settled and contribution proceedings were they pursued against other professional advisers involved in the scheme.

*Banque Brussels Lambert SA v Eagle Star* [1995] LRLR 17: Chris acted for one of the Defendant firms of valuers in this leading case on the proper quantum of damages.

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## COMMERCIAL DISPUTE RESOLUTION

Chris undertakes commercial litigation in the Commercial Court and also in the Chancery Division involving all aspects of his practice. He is also an experienced Court of Appeal advocate both on substantive appeals and applications for permission to appeal. Reported cases, and some other typical cases in recent years, include:

*Naibu –v- Pinsent Masons* [2020] EWHC 2719: Chris is instructed on behalf of the 2nd Defendant in this claim for damages in excess of £180,000,000. The vast majority of the claims advanced have recently been struck out on the basis that they were claims for reflective losses.

*O -v- J*: Chris is instructed on behalf of the buyers in relation to this dispute concerning warranty claims relating to a semi submersible drilling rig.

*M v W*: Chris was instructed by the buyers in relation to this dispute concerning liability for breach of long term supply contract.

*W -v- G*: Chris acted for the claimant in this LCIA arbitration concerning the termination of a long term LNG supply contract.

*A v M*: Chris was instructed by the Respondent in this claim for in excess of €90m in relation to a share sale and purchase agreement. Various disputes arise as to the proper application of Greek and Italian law.

*Spliethoff's Bevrachtingskantoor B.V. v Bank of China* [2015] 2 Lloyd's Rep. 123: Chris was instructed on behalf of the Claimant in this action in which his clients claimed payment under 2 guarantees provided by the Defendant. Complicated issues arose out of the fact that the principal debtor had obtained judgements against Chris' clients in China in breach of a contractual arbitration agreement. The guarantor sought to rely on these judgements, which included findings of fraud against Chris' clients, to justify not paying on the guarantees. The claim on the guarantees succeeded in full.

*Gladman Commercial Properties v Fisher Hargreaves Proctor* [2013] EWCA Civ 1466: Chris was instructed on behalf of the Third Defendant in this £30m+ claim which concerned the attempted sale of a plot of land for development as managed student accommodation. Chris' client was one of the joint selling agents and was accused of having made fraudulent misrepresentations in relation to the site. The claim was struck out on various ground and an appeal to the Court of Appeal was dismissed.

*Z v W*: Chris was instructed on behalf of the Claimant's liability insurers in relation to various applications to the High Court. The applications arose out of the fact that apparently inconsistent judgements had been handed down by different European Courts which the English Court was being asked to enforce.

*C v C*: Chris was instructed on behalf of the applicants in this matter, which involved an application to the High Court arising out of an order which had been made against the applicant pursuant to the Evidence (Proceedings in Other Jurisdictions) Act 1975. Chris' clients sought to set aside an order which had been made against them in relation to proceedings in Switzerland to which they were not parties.

*Standard Life v DSS and GSH*: Chris was instructed by the Second Defendant in this matter which arose out of the destruction by fire of a document storage warehouse owned by the Claimant. Chris' clients were responsible for weekly testing of the sprinkler system which in the event failed to control the fire, which in turn may have been started deliberately. Substantial issues arose as to whether Chris' clients had been negligent with subsidiary issues of remoteness and causation also arising.

*H v O*: Chris was instructed on behalf of the agent bank in relation to a syndicated ship financing loan. Numerous issues arose between the senior lenders and the junior lenders and between the banks and the borrower. Proceedings were commenced in England and also in Greece, before the borrower sought chapter 11 protection in the United States. Chris provided advice throughout the proceedings and also provided written evidence on English law to the US court.

*Riva Bella SA v Tamsen Yachts* [2011] EWHC 1434 (Comm): Chris represented the Defendant (builder) at the trial of this Commercial Court claim concerning the construction and sale of a luxury motor yacht. Various technical issues arose as to the construction of the yacht, but the claim also involved complex contractual issues in relation to the role of the broker involved. The case was particularly sensitive because it appeared that a number of secret commissions had been paid. Nearly every aspect of the Buyer's claim was rejected and the Builder's counterclaim succeeded almost in full, leading to a net judgment in favour of the Builder. An application for permission to appeal was rejected by the trial Judge and the Court of Appeal.

*ABP v Ferryways* [2008] 2 Lloyd's Rep 333. Chris was instructed on behalf of the 1st Defendant in relation to this claim for repudiatory breach of a long term contract to provide port services.

*Abu Dhabi Investment Company v H. Clarkson and Company* [2006] 2 Lloyd's Rep 381. Chris was instructed on behalf of the lending bank in this claim in which allegations of negligent



misrepresentation were made arising out of the re-financing of a fleet of vessels.

*Caterpillar Financial Services v SNC Passion* [2004] 2 Lloyds Rep 99. Chris was instructed on behalf of the Defendant in this claim for repayment of monies advanced for the purchase of a high speed ferry.

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## **INSURANCE & REINSURANCE**

Chris' practice involves all aspects of insurance and reinsurance covering many different areas, but with particular emphasis on marine insurance. He acts for all parties to insurance and reinsurance disputes and also in related disputes such as claims against brokers. Reported cases, and some other typical cases in recent years, include:

*L -v- E*: Chris is instructed by a property development company in relation to disputes arising under a policy providing cover against costs incurred as a result of Unexpected Archaeological Discoveries.

*Re HL*: Chris is instructed on behalf of the insurers providing professional liability cover to a firm of solicitors in relation to disputes as to which firm (and therefore which insurer) is liable for certain claims.

*C -v- Q*: Chris is advising the insured in relation to disputes arising under a Contractors' Combined Liability Policy and a D&O Policy.

*The "D"*: Chris was instructed by the owners of this yacht in relation to claims against the insurers who had declined to pay sums claimed when the yacht became a constructive total loss after she grounded. Insurers alleged that Chris' clients had acted in breach of a warranty contained in the policy wording and issues arose as to the proper construction of the warranty in question.

*Re T*: Chris was instructed to advise a bank in relation to possible insurance claims arising out of employee dishonesty.

*Re G*: Chris was instructed by solicitors defending a substantial professional negligence claim to advise in relation to issues that had arisen between the solicitors' insurers for different policy years concerning notification and aggregation.

*L v M*: Chris was instructed on behalf of the shipowners in relation to this claim against the brokers who had arranged a bespoke loss of hire policy which, in the event, failed to respond to

a significant claim.

*H v H*: Chris advised the Claimant in this matter in relation to claims for professional negligence against the brokers and sub brokers who were required to obtain reinsurance for the Claimant. In the event no binding cover was obtained, apparently due to the fraud of one or more persons claiming to act for the reinsurer. Difficult issues of causation arose as well as questions as to which broker (if any) was liable.

*Re E*: Chris was instructed on behalf of the shipowner's successors in title in relation to this claim against the vessel's P&I club. Issues arose as to the correct operation of the pay to be paid clause in the context of limitation.

*C v H*: Chris was instructed on behalf of this Respondent in this arbitration arising out of the alleged expropriation of the Claimants' interest in a joint venture project in China. The dispute concerned the question of coverage under a political risks insurance policy.

*Irene EM* [2014] Lloyds Report IR 243; [2014] Lloyds Report 349: Chris acted for the Defendants in this matter which concerned a claim by the shipowners against Hull and Machinery insurers and also her IV and ACR insurers. The Claimant alleged that when the vessel grounded she was rendered a total loss as a result of an insured peril. Both elements of the claim were denied.

*Kyzuna Investments Ltd v Ocean Marine* [2000] 1 Lloyd's Rep 505: Chris was instructed on behalf of the insured yacht owners in this dispute in which a decision of Thomas J. was reported on a preliminary issue as to whether or not a policy of insurance for a classic yacht was a valued or unvalued policy.

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## **CAREER**

1989 Call: Inner Temple

2009 Silk

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## **EDUCATION**

1987 LLB (First Class Hons), Southampton University

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## **AWARDS**

1988 Duke of Edinburgh Scholarship