

Quadrant House, 10 Fleet Street, London EC4Y 1AU

Tel: +44 (0)20 7583 4444

Email clerks@quadrantchambers.com



James M. Turner KC

Called: 1990

Silk: 2013

Email: james.turner@quadrantchambers.com

Phone: +44 (0)20 7583 4444

"Eminently user-friendly, fantastic with clients and on his feet" (Legal 500), James specialises in cross-border commercial disputes in international arbitration, energy, shipbuilding, offshore construction, shipping and banking. In 2021, Lloyd's List named James as one of its Top 10 Maritime Lawyers. In 2022, James acted pro bono in support of one of three judicial reviews of the so-called "pushbacks policy" directed at migrants in the Channel, which the government withdrew shortly before the challenges to it were due to be heard.

"A skilled tactician who can be entrusted with anything" (Chambers UK), as an advocate – with "a deservedly excellent reputation" (Chambers UK) – he appears most often in arbitration, before tribunals operating under LCIA, ICC, HKIAC or LMAA Rules, as well as in ad hoc matters. His Court work is almost exclusively in the Commercial and Admiralty Courts and on appeals up to and including the Supreme Court.

Well-known for his "astute grasp of commercial realities" (Chambers UK) and ability "to crunch through the details of a very technical case" (Legal 500), much of James's work requires the co-ordination of a range of expert specialisms, ideally suited to his down to earth approach and team-building skills that make him "extremely easy to work with" (Legal 500 Asia Pacific).

Reflecting the invariably international character of his practice, James has extensive experience in dealing with foreign law and multi-jurisdictional disputes. He has a particular eye for appreciating and addressing cultural barriers in international arbitration, born of his "rich experience of representing clients in Asia-Pacific and [his] thorough understanding of the cultural, commercial and legal aspects of dispute resolutions in the region" (Chambers UK).

James has given written expert evidence of English law in the Courts of New York, Italy, France, Germany, Spain, the Netherlands, Ireland, Belgium and Austria.

James has considerable experience of applications for injunctive relief (freezers, delivery up, restraining orders and anti-suit injunctions), as well as receivership and interpleader.

James has a First Class Master's Degree in German Law and speaks and reads German and Dutch fluently. He accepts instructions and appointments in either language. He also reads French.

James accepts appointments as arbitrator in a range of international commercial disputes. His experience as arbitrator over more than 20 years includes ICC, LCIA, HKIAC, LMAA, NAI (Netherlands Arbitration Institute), UNUM and ad hoc references. He is on the arbitration and mediation panels of the Shanghai and the Asian (formerly Kuala Lumpur) International Arbitration Centres. In May 2021, James became the first non-Dutch arbitrator on the UNUM list of arbitrators. Formerly TAMARA, UNUM Transport & Mediation is the leading Dutch maritime dispute resolution service. In February 2023, James was added to the NAI List of Arbitrators. The NAI is the leading (and only non-specialist) Dutch arbitration institute.

James qualified as a CEDR-Accredited mediator in 2001 and has extensive experience of mediation, both as mediator and as counsel.

What the directories say

- *"James' ability to perform under pressure is astonishing and he makes complex points in a simple and persuasive way."*(Chambers UK, 2024)
- *"James demonstrates a fantastic eye for detail and he has a depth of experience across the shipping sector."*(Chambers UK, 2023)
- *"A superlative wet lawyer. What James doesn't know isn't worth knowing."*(Chambers UK, 2023)
- *"He is wonderfully clear in his method and in his advice. He is able to unpick the most complex intellectual knots and lay out the best path ahead to achieve the right results for the client."*(Chambers UK, 2023)
- *"James is efficient and responsive, with comprehensive knowledge of all kinds of factual and technical disputes under shipbuilding contract."*(Legal 500, 2023)
- *"He has rich experience representing clients in Asia-Pacific and has a thorough understanding of the cultural, commercial and legal aspects of dispute resolutions in the region."*(Chambers UK, 2022)
- *"What James does not know about shipbuilding disputes is not worth knowing - he really is a master in that field. He is eminently user-friendly, fantastic with clients and on his feet."*(Legal 500, 2022)
- *"He is an outstanding silk who is extremely easy to work with and always on the ball."*(Legal 500 Asia Pacific, 2021)
- *"James Turner approaches problems with intellectual rigour and an astute grasp of commercial realities. He makes himself readily available for clients, is wonderfully measured and provides assured and very thorough advice."*(Chambers UK, 2021)
- *"Provides a straightforward and honest approach to legal analysis which always provides reliable ground for our clients to sensibly evaluate their position and strategy."*(Legal 500 Asia Pacific, 2020)
- *"His work is sharp and focused, and his advocacy has a deservedly excellent reputation."*(Chambers UK, 2020)
- *"He has a lovely sense of humour and turn of phrase which is a powerful weapon with the tribunal."*(Chambers UK, 2020)
- *"A skilled tactician who can be entrusted with anything."*(Chambers UK, 2020)
- *"He is able to crunch through the details of a very technical case."*(Legal 500, 2020)
- *"Bright." ... "Very clever and sensible."*(Chambers UK, 2019)
- *"He provides clear and authoritative advice."*(Legal 500, 2019)
- *"Tactically he's very smart. He has strong analytical skills and a very good commitment to the cause."*(Chambers UK, 2018)
- *"He's good legally and also a good strategic thinker."*(Chambers UK, 2018)
- *"a super advocate and a fantastic opponent" ... "You know he will give you a good run for money"*(Who's Who Legal, 2018)
- *"He is brilliant at dealing with expert evidence." "His written work is very meticulous."*(Chambers UK)
- *"... a very able advocate and outstanding on paper. His skeleton arguments put tribunals in his hands before the hearing even starts ..."*(Legal 500)

Shipbuilding

"What James does not know about shipbuilding disputes is not worth knowing - he really is a master in that field." (Legal 500).

"A true expert in shipbuilding contract disputes"(Chambers UK) and *"a popular choice for offshore vessel construction cases"*(Legal 500 Asia Pacific), James has well over 25 years' experience in shipbuilding and ship-conversion disputes,

gained through many dozens of instructions. Many of those have gone to full hearings or preliminary issues.

Often instructed at the first sign of trouble in the Buyer/Builder relationship, he provides real-time guidance to protect the client's position - under both the shipbuilding contract and related contracts such as refund and performance guarantees, loan agreements and charterparties - and to start to build the evidence to fight the case.

He is instructed by both owners and shipyards and has experience of contracts to build bulk carriers, MPVs, tankers (crude, product, LNG and chemical), barges (dumb, oil-carrying, pipe-laying and crane), tugs, superyachts, cruise ships, Rhine navigation vessels, ro-ro ferries, container carriers, gas carriers, MODUs, drillships, work-over units, jack-ups, heavy-lift vessels, FPSOs and even submarines and an LPD - as well as ancillary contracts such as sub-contracts for propulsion equipment and refund and performance guarantees.

The issues raised in the many disputes in which James has been instructed cover the full range of –

- regulatory (Class and Flag, including SOLAS, PSC and CSR)
- technical (coating failures; construction faults; defective propulsion units; speed & performance; stability; drivetrain; BOG rates; noise levels and outfit standards in superyachts; delay)
- contractual (contract effectiveness; design risk; drawing approvals; supervision; effect of insolvency; deliverability; exclusion clauses; termination; post-delivery termination clauses; effectiveness of notices; warranty claims and repairs)
- legal (sanctions; illegality, especially in relation to backdating; consequential loss; intellectual property and confidentiality, including “negotiating damages” for breach of confidentiality in relation to ship design; arrest; anti-suit-injunctions)
- ancillary (refund and performance guarantees; loans; brokers’ commission).

Shipbuilding disputes are almost exclusively referred to arbitration and James has appeared in arbitrations governed by most of the well-known arbitration rules (including LMAA, LCIA, ICC and HKIAC) and has taken several cases to mediation. He has on numerous occasions sought, obtained and successfully resisted permission to appeal under s. 69 Arbitration Act 1996.

James appeared with Peter Stevenson at first instance in *Shanghai Shipyard Co Ltd v Reignwood International Investment (Group) Company Limited* [2021] 2 Lloyd's Rep. 51, a US\$170m claim on a parent company guarantee given to secure a Buyer's payment obligation under a drillship construction contract.

As a junior, James gave written expert evidence of English law in ancillary proceedings in the Italian Courts, and subsequently appeared at first instance and (with Simon Rainey QC) on appeal in the English Courts in *Ravennavi SpA v New Century Shipbuilding Co Ltd* [2006] 2 Lloyd's Rep. 280, [2007] 2 Lloyd's Rep. 24 CA. The dispute concerned the proper construction of an option agreement for up to two crude and product oil tankers. The case is now cited in Lewison on the Interpretation of Contracts in support of propositions advanced in James's evidence in the Italian proceedings.

Energy

James has been acting in offshore construction and energy-related disputes since the mid-1990s. At Chambers' 2018 Energy Seminar, he spoke about decommissioning disputes. He is also regularly appointed arbitrator in energy disputes, including a recent appointment under NAI Rules in a dispute arising from a contract for jacket and topsides installation in a North Sea windfarm project. His experience includes:

- Sitting as sole arbitrator in an LCIA arbitration arising out of a contract to provide geotechnical services in an oilfield expansion programme.
- Appearing (with Koye Akoni) for the contractor in an LCIA arbitration arising out of two EPIC pipe-laying and topsides connection contracts in the Caspian Sea.
- Advising on liability for damage to the NordStream 2 pipeline.
- Appearing, with Peter Stevenson, at first instance in *Shanghai Shipyard Co Ltd v Reignwood International Investment (Group) Company Limited* [2021] 2 Lloyd's Rep. 51, a US\$170m claim on a parent company guarantee given to secure a Buyer's payment obligation under a drillship construction contract.
- An LCIA arbitration over entitlement to a block in a West African oilfield.
- Acting for and advising a Chinese Shipyard in a dispute over its termination of 4 drillship contracts and the deliverability of the first in the series.
- Acting for a European contractor in an ICC dispute with a co-venturer in relation to a port enhancement project in Morocco.
- Acting for the well-known builder of an ultra-deepwater semi-submersible MODU in a well-publicised dispute over

delay and deliverability. James was brought in relatively late in the day to strengthen an international law firm's in-house advocacy team.

- Advising and acting in a Rotterdam-seated ICC arbitration for a European offshore contractor in its dispute with a joint venturer over allocation of an arbitration award against the JV's customer. The underlying contract concerned conversion of an existing offshore structure into a testing structure for a specialist decommissioning vessel.
- Advising a well-known Chinese shipyard on separate contracts for the construction of a jack-up rig and a semi-submersible light work-over unit.
- Advising South American buyers of two semi-submersible drilling rigs in relation to preserving and advancing their claims under the construction contracts' warranty clause.
- Advising and acting for a South American broker on the recovery of commission in the wake of the Carwash scandal.
- Advising the main contractor on the termination of a two billion dollar pipe-laying contract.
- Advising the operators of an LNG storage facility in a dispute with their customers regarding the proper interpretation of their contract as regards boil-off and regasification.
- Acting for and advising the buyer of a semi-submersible drilling rig (with a contract price running into the hundreds of millions of dollars) in a fast-moving dispute with the builder regarding the unit's deliverability.
- Advising and acting for diving contractors in a dispute over a misfitting underwater spool connection.
- A potential dispute between the owner/operator of an FPSO and the yard which had installed an allegedly faulty turret.
- Acting for co-venturers in a joint venture dispute arising from a project to construct an export oil pipeline from Kurdistan
- Acting for a Chinese shipyard in a dispute over a generic FPSO design.
- A US\$120m dispute regarding the maintenance of a semi-submersible MODU. It settled after three months of hearings - which made up only round 1 of a planned 5.

Shipping

Dry Shipping

James is frequently instructed in charterparty, bill of lading and sale of goods and ship-sale disputes of all hues, involving cargo damage, unseaworthiness, maintenance, due diligence, ISM, off-hire, withdrawal, safe port, bunker contamination, purchase options, demurrage and detention, cancellation, faulty repair, title, risk, rejection (and so on) - and the many and varied issues which arise in connection with them. He also advises, writes and speaks regularly on ship recycling.

He is particularly adept at difficult issues of contractual construction; technical disputes requiring an ability to master engineering and scientific expert evidence; and cases requiring a good knowledge and understanding of ships and seamanship.

Illustrative cases include:

- Multiple complex cases arising from container fires, involving questions of jurisdiction, proper law, seaworthiness, due diligence, causation and general average.
- *Gard Marine & Energy Ltd v China National Chartering Co Ltd ("The Ocean Victory")*[2017] 1 Lloyd's Rep. 521 Sup Ct - one of the largest unsafe port claims of recent years, arising from the loss of a Capesize bulk carrier at Kashima, Japan in 2006 and resulting in a judgment for over US\$130 million (plus interest). The issues required experts on meteorology, waves, moorings, ISM, ship valuation, salvage, naval architecture, navigation and port design. James appeared at every stage of the case, from the trial to the Supreme Court.
- *Priyanka Shipping v Glory Bulk ("The Lory")*[2019] 1 WLR 6677, a dispute arising out of an MoA for the sale of a vessel for scrap which was subsequently traded. An important decision (and the first after the Supreme Court's judgment in *One Step*) on the availability of "negotiating damages" at common law for breach of contract.
- *The Alpha Harmony*[2020] 1 Lloyd's Rep. 409, a two-handed arbitration appeal on the proper construction of notice of readiness and cancellation clauses in two charterparties that were not on back-to-back terms.
- *The Atlantic Tonjer*[2020] 1 Lloyd's Rep. 171, an arbitration appeal on the proper construction of clause 12 of the SUPPLYTIME 2017 form.
- *Moran Yacht v Pisarev*[2014] 2 Lloyd's Rep. 88, [2016] 1 Lloyd's Rep. 625 CA, a claim for commission on the sale of a super-yacht. James won at trial in the Commercial Court and on appeal.
- *Bunge SA v Kyla Shipping Co Ltd ("The Kyla")*[2013] 1 Lloyd's Rep. 565 - a ground-breaking authority on the accommodation within the modern law of frustration of the *Bessie Morris* and *Blane Steamships* line of cases and the

effect of detailed insurance clauses (such as cl. 39 of Shelltime 4) on the *res inter alios acta* principle.

- *Ravennavi SpA v New Century Shipbuilding Co Ltd* [2006] 2 Lloyd's Rep. 280, [2007] 2 Lloyd's Rep. 24 CA - an authority cited in Lewison on the Interpretation of Contracts for a number of propositions in the construction of commercial contracts both generally and in relation to "entire agreement" clauses in particular.
- *Western Bulk Carriers v. Li Hai Maritime* [2005] 2 Lloyd's Rep. 389 - the first reported trial following a withdrawal from a time charter for non-payment of hire since *The Lutetian* [1982] 2 Lloyd's Rep. 140, and the only reported case to reconsider the approach taken to anti-technicality notices by *Gatehouse J.* in *The Pamela* [1995] 2 Lloyd's Rep. 249 in the light of the House of Lords' decision in *Mannai* [1997] AC 749.
- *Action Navigation Inc. v. Bottigliere Di Navigazione S.p.A.* [2005] 1 Lloyd's Rep 432 - one of few reported cases since *The Island Archon* [1994] 2 Lloyd's Rep. 227 CA on the scope of the implied indemnity under the NYPE form of time charter, and of particular significance in relation to hull-fouling.
- A Mamidoil-type dispute in relation to a Contract of Affreightment, in which James's client's claim was defended (unsuccessfully) on the ground that the contract was incomplete.
- An extensive and long-running three-handed bareboat charter maintenance dispute, acting for the demise charterers of an Aframax tanker.
- Technical disputes arising out of ships' cranes collapsing or sustaining damage.
- A wide-ranging and bitterly fought joint venture dispute for control of two oil tankers.

Wet Shipping

The co-author of *Derrington & Turner on Admiralty Matters* (see "Publications"), James is a highly experienced Admiralty practitioner, often cited in the Directories for his prowess in wet work. He is frequently instructed in and has wide experience of:

Collision. James is often "*instructed in challenging ... collision cases*" (Legal 500 Asia) and has appeared in numerous collision cases, starting with *Sheen J.*'s last case as Admiralty Judge: the unreported *Vegaland v Coral Essberger* (1993). Notable cases since then include:

- *Global Mariner v. Atlantic Crusader* [2005] 1 Lloyd's Rep. 699
- *Ever Smart v Alexandra I* [2017] 1 Lloyd's Rep. 666, [2019] 1 Lloyd's Rep. 130 CA
- *Osios David & Sakizaya Kalon v Panamax Alexander* [2021] 2 Lloyd's Rep. 70 and *Panamax Alexander v NYK Orpheus & NYK Falcon* [2023] 2 Lloyd's Rep. 83, two three-handed collisions on successive days in the Suez Canal.

In addition to those listed above, his recent and current instructions include collisions: in the Singapore Straits, between super yachts in the south of France (litigated before the Gibraltar Courts), between two bulk carriers in a Bangladesh anchorage, and between a container feeder vessel and a pusher tug and its barge in the Amazon. From October 2014 to February 2015, he appeared in a substantial manslaughter trial in Hong Kong that arose from the ferry disaster off Lamma Island on 1 October 2012.

He also appeared in *Pacific Pearl v Osios David* [2022] 1 Lloyd's Rep. 261, [2022] 2 Lloyd's Rep. 448 CA, resisting a claim for breach of an alleged term to accept reasonably satisfactory security under a collision jurisdiction agreement.

Salvage: usually LOF, but also private / ASG references and in the Admiralty Court (as long ago as *The Yolaine* [1995] 2 Lloyd's Rep. 7, and as recently as *The Kuzma Minin T* [2020] 2 Lloyd's Rep. 617). He acted for owners in a very substantial SCOPIC claim, in which the counterclaim was for loss of a nearly-new capesize bulk carrier. He also acted in a case complicated by the EU sanctions then in force against Iran.

Wreck removal, as in *The "Green Opal"* [2003] 1 Lloyd's Rep. 523. In 2015, James appeared in arbitration in a dispute arising under two WRECKHIRE contracts, following a major fire on an FSO. More recently he was instructed to advise the main contractor in a dispute with its co-venturer in a wreck removal in Angola, and a sub-contractor in the very well-known removal of the wreck of the *COSTA CONCORDIA*. Since 2020, he has advised and acted on several disputes under WRECKFIXED and WRECKSTAGE contracts.

Arrest, as in *The "Visvliet"/"Tjaskemolen"* [1997] 2 Lloyd's Rep. 465 and 476, and *The "Giuseppe di Vittorio"* (Nos. 1 and 2) [1998] 1 Lloyd's Rep. 136 and 661. In October 2020, he successfully represented a port authority in a challenge by other parties to the well-established Queen of the South procedure, and (in January 2021) in their challenge to the quantum of the port's claim: *The Columbus and The Vasco da Gama* [2021] 1 Lloyd's Rep. 440.

Limitation. Often instructed on substantial matters raising important points of principle on limitation, James appeared in *Gard Marine & Energy Ltd v China National Chartering Co Ltd* ("The Ocean Victory") [2017] 1 Lloyd's Rep. 521 Sup Ct, which finally laid to rest the long-running debate as to whether Charterers can limit for damage to the chartered vessel. In 2007, James appeared in the Supreme Court and Court of Appeal of Gibraltar in *Zelikov v Merlin* [2007-

2009] Gib LR 154, arguing that the Court of Appeal's decision in *The Western Regent* [2005] 2 Lloyd's Rep. 359 (that limitation can be invoked in the absence of liability proceedings) was wrong. James was recently instructed in limitation proceedings arising out of a collision, in which one party sought to break limit. He is currently instructed by a leading container line in the EVER GIVEN limitation action.

International Arbitration

Arbitration is the chosen forum in most matters on which James acts or advises. Many of those disputes come before LMAA panels, but James also has considerable experience of other arbitral settings, including the ICC, LCIA and HKIAC. He has frequently been instructed and appeared in cases for arbitration in other jurisdictions, such as Rotterdam, Singapore and Hong Kong.

He has particularly extensive experience of working with and representing Far Eastern clients in London arbitration, and addressing the commercial, legal and cultural barriers to effective communication that can arise.

He has appeared in several applications to dismiss claims for want of prosecution under s41(3) of the 1996 Act, on both sides of the argument (most recently in 2017). His experience in such applications (in Court and arbitration) goes back to the late 1990s and includes two cases in the Court of Appeal.

He is regularly instructed in relation to challenges to Tribunals and their Awards. Examples include:

- An application to remove an arbitrator for apparent bias (which fell away as the arbitrator resigned after being sent a copy of the application James had drafted).
- An application to remove an arbitrator on the ground of mental incapacity (which also fell away when the other side was sent a copy of James's draft).
- Resisting a challenge under s68 of the Arbitration Act 1996 (the other side conceding defeat after the court rejected its concurrent application for permission to appeal under s69).
- Numerous occasions on which James has successfully resisted applications for permission to appeal under s69 of the 1996 Act.
- *Bunge SA v Kyla Shipping Co Ltd ("The Kyla")* [2013] 2 Lloyd's Rep. 463 CA, on the jurisdiction of the Court of Appeal to set aside a refusal by a first instance judge to grant permission to appeal against his own decision allowing an appeal from an arbitration award.
- *Good Challenger Navegante v. Metalimportexport* [2004] 1 Lloyd's Rep. 67 CA - an attempt to stave off enforcement of an ancient arbitration award, following a ruling against its enforceability by the Supreme Court of Romania.

James's other arbitration-related cases include:

- *Vrinera v. Eastern Rich ("The Vakis T")* [2004] 2 Lloyd's Rep. 465 - the leading decision on the recoverability, as damages, of costs incurred in a sub-arbitration.
- *Cool Carriers v. HSBC* [2001] 2 Lloyd's Rep. 22 - a leading case on the effect of an arbitration clause on an application for interpleader relief.
- In addition, he is regularly appointed arbitrator. His recent appointments include ICC, LCIA, HKIAC, NAI (Netherlands Arbitration Institute) LMAA, UNUM and ad hoc references. See here for his recent appointments.

Commercial Dispute Resolution

James is regularly instructed in a broad range of other substantial commercial disputes. Illustrative cases include:

- Multiple instructions by pharmaceutical companies in nascent disputes over the proper construction of their contracts with suppliers.
- *Moran Yacht v Pisarev* [2014] 2 Lloyd's Rep. 88, [2016] 1 Lloyd's Rep. 625 CA, a claim for commission on the sale of a super-yacht. James won at trial in the Commercial Court and on appeal.
- *Marwan v Sawiris* [2010] EWHC 89 (Comm), a dispute arising out of a failed joint venture to establish a multi-media conglomerate in the Middle East.
- *Aboualsaud v Aboukhater* [2007] EWHC 2122, [2007] All ER (D) 107 (Sep), a €21 million claim for commission allegedly due on the sale of a Monaco hotel, which finally came to an end at the doors of the Court of Appeal in mid-2008.
- From 2005 to 2006 he appeared for the claimant company in an action to restrain a former contractor from publicising confidential information. The course of the proceedings included a "super-"injunction, mediation, committal application and trial.
- *Mazur Media Ltd. v. Mazur Media GmbH* [2004] 1 WLR 2966, [2005] 1 Lloyd's Rep. 41 - a dispute between the insolvency practitioners charged with the (English) administrative receivership and (German) liquidation of the

respective protagonists, giving rise to issues regarding the *lis pendens* jurisdiction under the European Insolvency Regulation and s.130(2) of the Insolvency Act 1986; title to sue in conversion; and *situs delicti* under Art. 5 of the Judgments Regulation.

Banking

James has a solid track record in banking and finance disputes, with particular emphasis on financial instruments - letters of credit, bills of exchange, promissory notes and guarantees - as well as trade and asset (particularly ship) finance disputes and contracts for differences.

James is frequently involved in and advises on disputes involving refund guarantees and performance bonds given in connection with shipbuilding contracts. He has appeared in a number of reported cases and has given expert evidence of English law in foreign proceedings. Illustrative cases include:

- *Credit Agricole v Afriquia Gaz & Others* [2022] 4 WLR 111, a ruling on jurisdiction – upheld by the Court of Appeal [2023] EWCA Civ 1072 – over a dispute arising out of the collapse of Gulf Petrochem, and a claim in restitution for the recovery of payments for oil cargoes made to the wrong financing bank. The Court of Appeal ruling is an important decision on the correct approach to Article 6(2) Lugano Convention (jurisdiction in third party claims).
- *Shanghai Shipyard Co Ltd v Reignwood International Investment (Group) Company Limited* [2021] 2 Lloyd's Rep. 51, a US\$170m claim on a parent company guarantee given to secure a Buyer's payment obligation under a drillship construction contract, in which James appeared at first instance with Peter Stevenson for the Claimant Shipyard.
- *GMAC Commercial Finance Ltd v Mint Apparel Ltd* [2010] EWHC 2452 (Comm), a complex summary judgment application in one of a series of cases brought for the funder of a trade finance house which had become insolvent. Under James's guidance, the bills of exchange which had been given as security were perfected and the ensuing litigation resulted in a full recovery by his client.
- *DCD Factors plc v Ramada Trading Ltd* [2008] Bus LR 654, in which James advanced a successful application on behalf of a bank to set aside an injunction restraining payment under a letter of credit, distinguishing *Banco Santander SA v Bayfern Ltd* [2000] 1 All ER (Comm) 776.
- *Habib Bank Ltd. v. Central Bank of Sudan* [2007] 1 WLR 470, [2007] 1 All ER (Comm) 53, [2006] 2 Lloyd's Rep. 412, representing the Claimant confirming bank in its reimbursement claim against the bank which had issued the letters of credit as long ago as 1982. The issues canvassed included limitation, proper law, jurisdiction, service and recoverability of compound interest. Judgment was awarded for over US\$100 million.
- *Ahmed v. Habib Bank Limited* [2002] 1 Lloyd's Rep. 444 (CA). James acted for the bank in its application under the Foreign Judgments (Reciprocal Enforcement) Act 1933 for registration of a judgment obtained in Pakistan on bank guarantees (which themselves reflected Sharia banking principles); issues of Pakistani law arose, as did allegations of fraud.
- *Cool Carriers v. HSBC* [2001] 2 Lloyd's Rep. 22, in which James acted for HSBC in defence of its rights to receive time charter hire under the terms of a financing agreement governed by New York law.

Mediation

James was accredited as a mediator by CEDR in 2001, achieving “registered” status the following year (which required a certain minimum number of mediations and CPD points). Since accreditation he has accumulated considerable experience of mediations, as mediator, assistant mediator and counsel.

As mediator, James brings to bear an individual blend of analytical skill, tenacity, humour and respect – without shrinking when appropriate to challenge – and an ability to think creatively, commercially and “outside the box” of the particular dispute.

He is particularly adept at analysing the value of the dispute to the parties, and the risks involved in pursuing it.

The mediations in which James has taken part have featured disputes involving banking, CMR, commercial contracts, commercial fraud, financial services, international sale of goods, professional negligence, and shipbuilding. Most of these disputes settled at or as a result of the mediation. During the Covid pandemic, James conducted mediations fully remotely.

Commodities and International Trade

James has considerable experience of acting and advising on disputes involving the international sale, supply and transport of goods, including hydrocarbons, petrochemicals, metals, minerals and pharmaceuticals, as well as those involving ancillary contracts such as payment mechanisms (letters of credit, bills of exchange etc.) and guarantees. He was recently instructed in an HKIAC arbitration over a long-term commodity supply contract, between a well-known supplier and a state-owned processor.

Academic

BA Hons. (Dunelm),
LL.M. (Tübingen)
Called 1990 Inner Temple

Ranking



Publications

"The Hong Kong Convention: ship recycling gets a new law", published in *Lloyd's Shipping & Trade Law Journal*, (2023) Volume 23, Issue 8.

Contributor to chapter on contracts in *Maritime Decarbonisation* (ed. Mikael Lind & Ors), Springer 2023.

Co-author (with Simon Croall KC) of "Cultural and Linguistic Sensitivity in International Arbitration" in "Commercial and Maritime Law in China and Europe", ed. Shengnan Jia & Lijun Liz Zhao, Informa Law 2022.

"Ship Recycling and the Law" in the August 2021 edition of *SWZ Maritime*.

Review of Tettenborn & Rose on Admiralty Claims, Sweet & Maxwell, 2020, as published at (2020) 26 *JIML* 375.

Co-author with Joseph England of "Shipbuilding contracts and the prevention principle after Cyden Homes", published in *Lloyd's Shipping & Trade Law Journal*, (2019) Volume 19, Issue 1.

"The Renos - a Trojan Horse in the LOF citadel?" as published in *Lloyd's Shipping & Trade Law Journal*, (2018) Volume 18 Issue 7.

Review of Berlingieri on Arrest of Ships, Informa 6th edn., 2017, as published at (2017) 23 *JIML* 310

Co-author with Justice Dr. Sarah Derrington of *The Law and Practice of Admiralty Matters*, OUP 2007, 2nd edition 2016. The first edition was described by Prof. D.R. Thomas (2007) 13 *JIML* 304 as "a ... very fine book ... comprehensive ... and skilfully structured ... which provides the reader with a clear and readable exposition of a fascinating area of law and practice. It is well researched, comprehensive, contemporary and discerning ... a significant contribution to the literature ...".

Cited as speaker in "Aktuelle Entwicklungen im Wirtschaftsrecht", Tielmann, in the February 2013 edition of *Neue Zeitschrift für Gesellschaftsrecht*.

Co-author with Jenny Salmon of HFW of "The Lender on the Hook?", published in the February 2013 edition of *Maritime Risk International on the ship finance implications of the decision in The Kyla* [2013] 1 *Lloyd's Rep.* 565.

Appointments

CEDR-Accredited Mediator
Member of the Chartered Institute of Linguists
Shanghai International Arbitration Centre panel
AIAC (formerly KLRCA) panel as mediator and arbitrator
NAI list of arbitrators
UNUM list of arbitrators

Memberships

COMBAR, TECBAR, LCLCBA, British-German Jurists, IBA, ICC, LCIA, LMAA (Supporting Member), DAA (Dutch Arbitration Association), DIS (German Arbitration Institute), GMAA, SCMA, Chartered Institute of Linguists.

Languages

Dutch and German (both fluent); French (working knowledge). Member of the Chartered Institute of Linguists.

Personal

Married, 4 children

Interests

Photography, cycling and wine