



## Michael Nolan KC

Called: 1981

Silk: 2015

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Michael Nolan's practice covers all aspects of the law relating to ships, the international carriage and sale of goods, insurance and reinsurance, harbour law, commercial contracts, private international law and professional negligence. His practice is international with a particular emphasis on the Asia Pacific region. He appears regularly in arbitration, is a supporting member of the LMAA, a member of the SCMA and accepts appointments as an arbitrator. He is on the panel of SHIAC arbitrators and has acted as a party appointed arbitrator in LCIA and LMAA arbitrations, as chair of a PCA arbitration and as sole arbitrator in ad hoc references. He is a member of COMBAR and was on the executive committee from 1998 to 2001. He has strong links with Singapore and travels there regularly.

He is recommended for Shipping and Commodities in the current editions of the Legal 500 and Legal 500 Asia Pacific, as well as in Chambers UK and Chambers Global.

### What the directories say

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- *"Statesman-like and a pleasure to work with."*(Chambers UK, 2024)
- *"He has no weaknesses. His advice is always concise and to the point, easily understood and clear."*(Chambers UK, 2024)
- *"Michael is very experienced and knows exactly how to present things in court."*(Chambers UK, 2024)
- *"We use him for the most complex cases."*(Chambers UK, 2023)
- *"There are no weaknesses."*(Legal 500, 2023)
- *"Very thorough, intellectually honest and very smart."*(Legal 500, 2023)
- *"Michael is very experienced and well versed both in arbitration and litigation matters. He sees the issues very quickly and practically and offers excellent insights which puts the clients at ease immediately. Go-to counsel in an emergency."* (Legal 500 Asia Pacific, 2023)
- *"Michael is very concise and has huge experience. He is a thoughtful advocate who knows his onions."*(Chambers UK, 2022)
- *"He has such vast experience and depth of legal knowledge that you feel you are always learning from him."* (Legal 500, 2022)
- *"Very attentive, easy to work with, with deep knowledge of law issues. He understands the factual matrix of the case and is always there to offer assistance when in need."*(Legal 500, 2022)
- *"He delivers in-depth subject knowledge coupled with extensive experience, a first-class service."*(Legal 500 Asia Pacific, 2021)

- *"Clear advice and prompt attendance regarding difficult matters, friendly approach, always ready to assist."* (Legal 500 Asia Pacific, 2021)
- *"He brings huge experience across almost every aspect of shipping and commodities work. He combines this experience with an encyclopedic knowledge of the black-letter law to deliver superb written advice which can be relied on without question."*(Chambers UK, 2021)
- *"Clear advice and prompt attendance regarding difficult matters."*(Legal 500, 2021)
- *"An effective advocate with a meticulous approach."*(Legal 500, 2021)
- *"Exceptionally brilliant when there is a need to untangle complicated legal issues with different factors in play."*(Legal 500 Asia Pacific, 2020)
- *"His knowledge and expertise in all fields of maritime and admiralty law is exceptional."*(Chambers UK, 2020)
- *"He's a very careful, thoughtful advocate and a good opponent in court."*(Chambers UK, 2020)
- *"He is very effective and analytical."*(Chambers UK, 2020)
- *"He easily understands the commercial background of legal disputes and his replies are concise and easily understood."*(Legal 500, 2020)
- *"An effective and meticulous advocate."*(Legal 500, 2020)
- *"He has fantastic breadth and depth of experience in virtually all areas of shipping. His advice is thoughtful and practical. He always takes the time to understand the client's commercial perspective and the background to the matter."*(Chambers UK, 2019)
- *"Superb value, hard work and dedication."*(Chambers UK 2019)
- *"User-friendly and approachable."*(Chambers UK, 2018)
- *"First-class. He is very professional and good to work with."*(Chambers UK, 2018)
- *"...He has an excellent ability to dissect case law and has the ability to be quite disarming..."*(Legal 500, 2017)
- *"...always there when you need him, he's very responsive..."*(Chambers UK, 2016)
- *"...very knowledgeable, thorough and pleasant..."*(Legal 500, 2015)
- *"...he is tenacious at arguing our cases..."; "...he is considerably experienced, very knowledgeable and a good team player..."*(Chambers UK, 2015)
- *"...a real professional, who is very bright, highly effective and very hardworking..."*(Legal 500, 2014)
- *"...he is a very diligent counsel whose analytical skills are most useful when fine distinctions may determine the outcome of a case..."*(Chambers UK, 2014)
- *"...combines astute analysis with a clear appreciation of commercial challenges..."; "...always first-class..."*(Legal 500, 2011)
- *"...approachable and able to handle complicated matters excellently..."*(Chambers UK, 2011)
- *"...highly intellectual, persuasive, gets to the point and has a tremendous eye for detail..."*(Legal 500, 2010)

## Shipping

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### Dry Shipping

A very substantial part of Michael Nolan's practice involves shipping disputes under charterparties, bills of lading, ship sale and building contracts and marine insurance policies. He also has particular experience of disputes arising in the sea fishing industry and of harbour law. He has acted or advised in several disputes involving pollution of the sea including the Sea Empress incident off Milford Haven and the loss of the *Levoli Sun*. He has acted in numerous reported shipping cases including *Caltex v BP Shipping* [1996] 1 Lloyd's Rep 286 (jurisdiction), *The Happy Fellow* [1997] 1 Lloyd's Rep 130 Court of Appeal (Brussels Convention), *Reeman v The Dept of Transport* [1997] 2 Lloyd's

Rep 648, Court of Appeal (fishing vessel certification), *The Darya Tara* [1997] 1 Lloyd's Rep. 42 (time charter implied indemnity), *Baghlaf al Zafer v Pakistan National Shipping Company*, Court of Appeal (exclusive jurisdiction clause) [1998] 2 Lloyd's Rep. 229 and [2000] 1 Lloyd's Rep 1, *General Feeds v Slobodna Plovidba (The Krapanj)* [1999] 1 Lloyd's Rep 168 (dangerous cargo) and the *Smaro* [1999] 1 Lloyd's Rep.225 (Ship-sale arbitration – time-bar). Other reported cases include:

- *P v Q* [2018] 2 Lloyd's Rep. 452. Commercial Court. Arbitration Application for extension of time under s 12 of Arbitration Act 1996. Voyage Charterparty.
- *Imperator Maritime v Bunge* [2016] 2 Ll. Rep. 293. Commercial Court. Arbitration appeal. Time Charterparty. Performance warranty. Implied indemnity. Hull Fouling.
- *The Styliani Z* [2016] 1 Ll. Rep. 395. Admiralty Court. Cargo Claim. Action in rem started on wrong form. Court's power to remedy "error of procedure".
- *The Glory Sanye* [2015] 1 Ll. Rep. 210. Commercial Court. Arbitration Appeal. Voyage Charter. Scope of indemnity. Whether Charterers liable for costs of transit of Suez Canal.
- *Zhoushan Jinhaiwan v Golden Exquisite Inc.* [2015] 1 Ll. Rep. 283. Commercial Court. Arbitration Appeal. Shipbuilding Contract. Termination for delay. Whether delay, permissible or otherwise, left out of account if caused by Buyers Whether interest payable on refund of price on termination
- *The Athena* [2013] 2 Ll. Rep. 673. Court of Appeal. Off hire. Meaning of clause 15 (net loss of time clause) in NYPE Time Charterparty.
- *The Dimitris L* [2012] 2 Ll. Rep. 354. Commercial Court. Time Charterparty. Construction of US Tax Reform 1986 Clause.
- *The Triton Lark* [2012] 1 Ll. Rep. 151 and 457. Commercial Court. Time Charterparty. Construction of Conwartime 1993 in the context of the recent piracy problems in the Gulf of Aden.
- *Elafonissos Shipping v Aigaion Insurance* [2012] All ER (D) 169. Insurance. Claim for damage to fishing vessel in cyclone Bondo. Construction of warranty.
- *X v Y* [2011] 1 Ll. Rep. 294. Charterparty. Construction of Centrocon arbitration clause.
- *Pratt v Aigaion Insurance* [2009] 1 Ll. Rep 225. Court of Appeal. Marine Insurance. Effect of warranty as to presence of Owner and skipper on board "at all times."; Reported at first instance at [2008] Lloyd's Rep IR 610
- *The Count* [2008] 1 Lloyd's Rep. 72. Commercial Court. Voyage charter. Safe port warranty.
- *The Kitsa* [2005] 1 Lloyd's Rep 432. Commercial Court. Time charter, implied indemnity, liability for bottom fouling in course of charter.
- *Dart Harbour and Navigation Authority v Sec of State for Transport Local Govt and the Regions* [2003] 2 Lloyd's Rep. 607. Administrative Court. Judicial review of decision by Sec State for Transport relating to the licensing of moorings in Dart Harbour involving amongst other things consideration of what a mooring is.
- *The Margaretha Maria* [2002] 2 Lloyd's Rep 293, Court of Appeal decision relating to the 1976 Limitation Convention. First Court of Appeal authority on the employment status of share fishermen.
- *Gannet Shipping v Easttrade Commodities* [2002] 1 Lloyd's Rep. 713. Commercial Court. Arbitrators' jurisdiction to correct mistakes in award.
- Recent representative shipping arbitrations and related applications include:
- Arbitration appeal against awards made in arbitrations held in India but with an English seat in respect of disputes as to sums payable under contracts for the charter of 3 dredgers.
- COA for carriage of cargoes of oil. Effect of Sanctions against Iran. Responsibility for actions of intermediate broker.
- Time charter – whether Chinese port in process of extensive development safe for purposes of safe port warranty.
- Time charter – Meaning of "Rightship approved."
- Series of multi-million dollar shipbuilding disputes arising out of early termination of contracts for late delivery.
- Shipbuilding – whether vessel complied with description. Damages for late delivery.
- Voyage charterparty – liability for damage to tanks of chemical carrier.
- Voyage charterparty – liability for damage to cargo of tuna.
- Time charter. Force majeure and quantification of damages for alleged renunciation of long term charter.
- Shipbuilding dispute - provision of refund guarantees.
- Multi-million euro dispute arising out of construction of a Superyacht.
- Time charter. Dispute about extent of lien on sub-freights.
- Dispute between shipping line and former director arising out of proposed management buyout.
- Multi-million dollar dispute arising out of a bare-boat charter of a drilling ship and an application for relief from forfeiture.

## Wet Shipping

Michael Nolan has extensive experience of all forms of Admiralty dispute but in particular those involving ship arrest, disputes as to jurisdiction and limitation claims. Amongst the reported cases in this area in which he has been involved are: *The Styliani Z* [2016] 1 Ll. Rep. 395. Admiralty Court. Cargo Claim. (Action in rem started on wrong form. Court's power to remedy "error of procedure"), *The Margaretha Maria* [2002] 2 Lloyd's Rep. 293, Court of Appeal (1976 Limitation Convention. First Court of Appeal authority on the employment status of share fishermen), *The Happy Fellow* [1997] 1 Lloyd's Rep. 130 Court of Appeal (Brussels Convention/limitation), *Caltex v BP Shipping* [1996] 1 Lloyd's Rep 286 (jurisdiction/ limitation), *The Honshu Gloria* [1986] Lloyd's Rep (appraisal and sale, Marshal's fees), *The Vanessa Ann* [1985] 1 Lloyd's Rep. 549 (release from arrest). He acted for the claimants in one of the very few General Average cases reported in the last 20 years - *The Alpha* [1991] 2 Lloyds Rep. 515. He has acted or advised in several of the recent disputes involving pollution of the sea including the Sea Empress incident off Milford Haven and the loss of the *Levoli Sun*.

## CMR

In addition to transport by sea, Michael has extensive experience of disputes involving the international carriage of goods by road. Reported cases include:

- *Denfleet v TNT Global* [2007] 2 Lloyd's Rep. 504, Court of Appeal. Whether falling asleep at the wheel amounts to "wilful misconduct"; for the purposes of Articles 29 and 32 of the CMR.
- *Sandeman Coprimar v Transitos y Transportes Integrales* [2003] Q.B. 1270, Court of Appeal. Significant decision on the scope of Article 23(4) of the CMR, on the interrelationship between domestic law relating to sub-bailment and the successive carriage provisions of the CMR and on remoteness.

## Commodities & International Trade

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### Commodities

Michael Nolan acts regularly in disputes involving the international sale of goods. Many of the disputes he has been involved in have been in the fields of oil and grain but he has acted in cases involving the gamut of goods from bowling equipment to sulphur. He appeared in 3 of the recent reported cases on final and binding determination clauses in oil contracts. Representative cases include:

- *K v A* [2020] 1 Lloyd's Rep. 28. Commercial Court. Arbitration Appeal from GAFTA Board of Appeal. Responsibility for misappropriation of price by fraudster manipulating invoice sent by e-mail so as to change bank account details. Serious procedural irregularity. Remission to Board.
- *Arbitration before FOSFA Board of Appeal*. Whether claim time-barred. Whether discretion to extend time should be exercised.
- *Arbitration before GAFTA Board of Appeal*. Whether breach of Sellers' obligation as to time for nomination of port under FOB contract and, if so whether breach of condition.
- *SIAC arbitration*. Claim for reimbursement of overpayment under long term contract for the supply of blast furnace pellet feed.
- *SARPD Oil v Addax Energy* [2016] EWCA Civ 120, [2016] B.L.R. 301. Court of Appeal. Oil sale contract. Dispute as to quality. Security for Costs.
- *Ramburs Inc v Agrifert SA* [2015] EWHC 3548. Commercial Court. Appeal from GAFTA Board of Appeal. Sale of Maize FOB. Whether nomination of substitute vessel valid and in time.
- *Seagrain v Glencore* [2014] 1 Lloyd's Rep. 598, CA and [2013] 2 Lloyd's Rep. 590. Commercial Court. GAFTA Prohibition Clause in context of steps taken by Russian and Ukrainian authorities restricting export of grain.
- *RG Grain Trade v Feed Factors* [2011] 2 Ll.Rep. 432. Commercial Court. Arbitration appeal from GAFTA appeal board. Final and binding certificates. Right of rejection.
- Arbitration before GAFTA Board of Appeal about export of Russian and Ukrainian grain.
- *Midgulf v Groupe Chimiche Tunisien* [2010] 2 Lloyd's Rep 543. High value claim arising out of international sale of sulphur. Anti-suit injunction.
- *Petroplus Marketing AG v Shell Trading International Ltd* [2009] 2 Lloyd's Rep. 611. Oil sale contract. No set-off clause.
- *CTI v Transclear* [2008] 2 Lloyd's Rep. 526. Court of Appeal. Whether contract for sale of cement frustrated by commercial embargo imposed by Mexican cartel. *CTI v Transclear (No2)* [2008] 1 Lloyd's Rep. 250. Grounds

upon which Respondent can uphold award under section 69 of the Arbitration Act 1996.

- **Exxonmobil v Texaco** [2003] 2 Lloyd's Rep. 686. Commercial Court. Acted for Exxonmobil in a dispute relating to the contract for the sale of oil, involving the effect of a "final and binding determination" and an "entire agreement" clause.
- **Veba Oil v Petrotrade** [2002] 1 Lloyd's Rep. 295. Court of Appeal, effect of final and binding determination clause.
- **Petrotrade v Texaco** [2002] 1 WLR 947, Court of Appeal, oil sale contract. Final and binding determination.

## Commercial Dispute Resolution

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Michael Nolan has extensive experience in all forms of disputes arising out of commercial contracts, ranging from a long running dispute arising from a Russian Joint Venture for the production of sanitary ware to a claim arising from the breakdown of a tele-marketing venture. He acts regularly in commodity disputes both in court and arbitration, as well as in cases involving jurisdiction challenges and applications for freezing orders and anti-suit injunctions.

Recent representative cases:

- Arbitrations involving substantial claims arising out of contracts for the construction of 2 oil rigs and associated claims under guarantees.
- Acted for bank in two arbitrations in respect of claims under guarantees. Issues as to whether commencement of arbitration extended the validity of the guarantees.
- **Kaefer Aislamientos SA v. AMS Drilling Mexico SA & Ors** [2019] EWCA Civ 10 [2019] 1 WLR 3514 - reconciles the various strands of authority on 'good arguable case' and provides guidance on the approach to be taken in jurisdiction disputes, particularly ones where the evidence before the court is incomplete.
- Obtained a world-wide freezing order for one of the big 4 clearing banks in support of a substantial claim arising out of mortgage irregularities.
- Acted in dispute arising out of sale of company as to whether an accountant's expert valuation of the company's assets was final and binding.
- Acted in arbitration between director and shipping line arising out of failed management buyout. Assignment issues.
- Dispute arising out of attempt to terminate agency agreement.
- **Rayner v Davis** [2003] 1 All E.R. (Comm) 394, Court of Appeal. Jurisdiction dispute arising out of claim for negligence against surveyor. Scope of Article 13 of the Brussels Convention.
- **Norwegian Cruise Lines v Thomson Holidays Limited**. Commercial Court. Contractual dispute between cruise line and holiday company involving long term agreement for use of cabins on cruise liner.
- **Exxonmobil v Texaco** [2003] 2 Lloyd's Rep. 686. Commercial Court. Acted for Exxonmobil in a dispute relating to the contract for the sale of oil, involving the effect of a "final and binding determination"; and an "entire agreement"; clause.
- **Veba Oil v Petrotrade** [2002] 1 Lloyd's Rep. 295. Court of Appeal, effect of final and binding determination clause.
- **Petrotrade v Texaco** [2002] 1 WLR 947, Court of Appeal, oil sale contract. Final and binding determination. Effect of Part 36 offer.

## International Arbitration

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Michael Nolan has very substantial experience in arbitration in all forms of disputes, ranging from a long running dispute arising from a Russian Joint Venture for the production of sanitary wear to a claim for relief from forfeiture in a long term demise charter of a drilling ship and a multi-million pound claim for damages arising out of the failure of a tele-marketing venture.

He has acted in several of the cases in which the scope and meaning of the Arbitration Act 1996 have been considered including **CTI v Transclear (No2)** [2008] 1 Lloyd's Rep.250 (grounds upon which Respondent can uphold award under section 69), **Hawk Navigation v Cron Shipping** [2003] EWHC 1828 (Comm) (ss 57, 68 slip rule), **The Gannet** [2002] 1 Lloyd's Rep. 713 (section 57 slip rule), **Cuflet Chartering v Carousel Shipping** [2001] 1 Lloyd's Rep 707 (s 68 serious irregularity – contrary to public policy), **Rustal Trading v Gill & Duffus** [2000] 1 Lloyd's Rep. 14 (s 68, apparent bias, s 73 waiver of irregularity), **The Catherine Helen** [1998] 2 Lloyd's Rep. 511 (extension under s 12).

He is a supporting member of the LMAA and a member of the SCMA and is on the SHIAC panel of foreign arbitrators. He is happy to accept appointments as an arbitrator.

Reported cases include:

- **K v A** [2020] 1 Lloyd's Rep. 28. Commercial Court. Arbitration Appeal from GAFTA Board of Appeal. Responsibility for misappropriation of price by fraudster manipulating invoice sent by e-mail so as to change bank account details. Serious procedural irregularity. Remission to Board.
- **P v Q** [2018] 2 Lloyd's Rep. 452. Commercial Court. Arbitration Application for extension of time under s 12 of Arbitration Act 1996. Voyage Charterparty.
- **Imperator Maritime v Bunge** [2016] 2 Ll. Rep. 293. Commercial Court. Arbitration appeal. Time Charterparty. Performance warranty. Implied indemnity. Hull Fouling.
- **Ramburs Inc v Agrifert SA** [2015] EWHC 3548. Commercial Court. Appeal from GAFTA Board of Appeal. Sale of Maize FOB. Whether nomination of substitute vessel valid and in time.
- **The Glory Sanye** [2015] 1 Ll. Rep. 210. Commercial Court. Arbitration Appeal. Voyage Charter. Scope of indemnity. Whether Charterers liable for costs of transit of Suez Canal.
- **Zhoushan Jinhaiwan v Golden Exquisite Inc.** [2015] 1 Ll. Rep. 283. Commercial Court. Arbitration Appeal. Shipbuilding Contract. Termination for delay. Whether delay permissible or otherwise left out of account if caused by Buyers. Whether interest payable on refund of price on termination.
- **Seagrain v Glencore** [2014] 1 Lloyd's Rep. 598, CA and [2013] 2 Lloyd's Rep. 590. Commercial Court. Appeal from GAFTA Board of Appeal. GAFTA Prohibition Clause in context of steps taken by Russian and Ukrainian authorities restricting export of grain.
- **X v Y** [2011] 1 Ll. Rep. 294. Construction of Centrocon arbitration clause. Whether claim in arbitration brought out of time.
- **Midgulf v Groupe Chimiche Tunisien** [2009] 2 Lloyd's Rep 411. International sale of sulphur. Appointment of arbitrator. Anti-suit injunction.
- **CTI v Transclear** [2008] 2 Lloyd's Rep. 526. Court of Appeal. Appeal under section 69 of Arbitration Act 1996 from ad hoc arbitration. Whether contract for sale of cement frustrated by commercial embargo imposed by Mexican cartel.
- **The Count** [2008] 1 Lloyd's Rep. 72. Commercial Court. Appeal from LMAA arbitration. Voyage charter. Safe port warranty.
- **The Kitsa** [2005] 1 Lloyd's Rep 432. Commercial Court. Appeal from LMAA arbitration. Time charter, implied indemnity, liability for bottom fouling in course of charter.

Recent experience in this area includes:

- Multimillion dollar arbitrations arising out of the termination of contracts for the sale of two oil rigs and related guarantees.
- Arbitration appeal against awards made in arbitrations held in India but with an English seat in respect of disputes as to sums payable under contracts for the charter of 3 dredgers.
- COA for carriage of cargoes of oil. Effect of Sanctions against Iran. Responsibility for actions of intermediate broker.
- A series of high value arbitrations arising out of the termination of shipbuilding contracts for delay and involving issues such as whether the prevention principle applies, whether the delay was permissible or not and force majeure.
- A SIAC arbitration involving a claim for reimbursement under a contract for the long-term supply of blast furnace feed pellets.
- A safe port dispute and a dispute as to the meaning of "RightShip approved" in a time charterparty.

Michael has been involved both as counsel and as arbitrator in several arbitrations involving contracts for the construction of Superyachts as well as numerous arbitrations involving disputes under charterparties and the sale of commodities.

Michael has appeared before a GAFTA Board of Appeal in one of the rare cases in which counsel were permitted to appear and frequently drafts submissions for use in disputes before GAFTA, and FOSFA tribunals and Boards of Appeal.

Insurance

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Michael Nolan has acted for insurers and assureds in claims arising out of a wide variety of policies covering subject matters ranging from race-horses through lease credit, pregnancy testing kits and crop sowing aircraft to film-editing suites. Much of his work in this area involves acting for and against insurers of marine risks, including P & I Clubs. A particular speciality is yacht insurance; he acted for the successful insurers in *The Dora* [1989] 1 Lloyd's Rep 69, *The Moonacre* [1992] 2 Lloyd's Rep. 501 and *The Arabesque* (unreported 1998) and has advised or acted in numerous other cases. Representative cases include:

- *Elafonissos Shipping v Aigaion Insurance* [2012] All ER (D) 169. Commercial Court. Claim for damage to fishing vessel in cyclone Bondo. Construction of warranty.
- *Pratt v Aigaion Insurance* [2009] 1 Ll. Rep 225. Court of Appeal. Marine Insurance. Effect of warranty as to presence of Owner and skipper on board "at all times."; Reported at first instance at [2008] Lloyd's Rep IR 610
- *Bayview Motors v Mitsui Fire and Marine Insurance* [2003] 1 Lloyd's Rep 131. Court of Appeal. Whether theft of cars by customs officials amounted to seizure for the purposes of the PH.C. & S. clause. Duration of cover under warehouse to warehouse clause.
- Acting for assured in multi-million dollar claim arising out of seizure of vessel by pirates in the Gulf of Aden.
- Acting for insurers in a dispute arising out of the insurance cover of a fleet of canal cruisers in France and a loss by fire of part of the fleet.
- Acting for a P&I Club defending a claim for an indemnity against a substantial judgment for cargo damage.
- Acting for a shipping line defending a substantial claim by a P&I Club for outstanding calls.

## Shipbuilding & Offshore Construction

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Michael has extensive experience in Shipbuilding disputes and disputes involving off-shore construction. Recent cases include:

- Multimillion dollar arbitrations arising out of the termination of contracts for the sale of two oil rigs and related guarantees.
- *Kaefer Aislamientos SA v. AMS Drilling Mexico SA & Ors* [2019] EWCA Civ 10 [2019] 1 WLR 3514 – Jurisdiction dispute arising out of claim in respect of refurbishment of oil rigs.
- *Zhoushan Jinhaiwan Shipyard Co Ltd v Golden Exquisite Inc* [2015] 1 Lloyd's Rep. 283, Arbitration appeals arising out of substantial disputes arising out of cancellation for delay of shipbuilding contracts. Meaning of "permissible delay" and "non-permissible delay."
- A series of high value arbitrations arising from the cancellation of contracts for the building of bulk carriers and VLCCs by a Chinese yard. Prevention principle.
- Very high value dispute (about €100 million) arising out of variations of contract for construction of mega-yacht and late provision of design drawings.
- Acting for yard in high value dispute arising out of alleged failure by yard to perform its guarantee obligations in relation to super-yacht
- Acting for Owners in dispute with yard about failure to fit clutch and delay in delivery. Whether delays "force majeure."
- Acting for owners in dispute arising out of cancellation of shipbuilding contract for non-payment of instalment of price.

## Energy

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Michael's experience in this area covers, disputes arising from the installation of off-shore wind turbines, the construction and refurbishment of oil rigs, the sale and purchase of oil, a long term contract for the carriage of Iranian oil to refinery and the effect of sanctions on that supply, the charter of an off-shore supply vessel and disputes arising out of the supply of a tug and barge combination and specialised equipment for off-shore support purposes. Most of that experience has been in confidential arbitrations but reported cases include:

- *Kaefer Aislamientos SA v. AMS Drilling Mexico SA & Ors* [2019] EWCA Civ 10 [2019] 1 WLR 3514 – Jurisdiction dispute arising out of claim in respect of refurbishment of oil rigs.
- *SARPD Oil v Addax Energy* [2016] EWCA Civ 120, [2016] B.L.R. 301. Court of Appeal. Oil sale contract. Dispute as to quality. Security for Costs.
- *Petroplus Marketing AG v Shell Trading International Ltd* [2009] 2 Lloyd's Rep. 611. Oil sale contract. No set-off clause.



- *CTI v Transclear* [2008] 2 Lloyd's Rep. 526. Court of Appeal. Whether contract for sale of cement frustrated by commercial embargo imposed by Mexican cartel.
- *CTI v Transclear (No2)* [2008] 1 Lloyd's Rep. 250. Grounds upon which Respondent can uphold award under section 69 of the Arbitration Act 1996.
- *Exxonmobil v Texaco* [2003] 2 Lloyd's Rep. 686. Commercial Court. Acted for Exxonmobil in a dispute relating to the contract for the sale of oil, involving the effect of a "final and binding determination" and an "entire agreement" clause.
- *Veba Oil v Petrotrade* [2002] 1 Lloyd's Rep. 295. Court of Appeal, effect of final and binding determination clause.
- *Petrotrade v Texaco* [2002] 1 WLR 947, Court of Appeal, oil sale contract. Final and binding determination.

## Alternative Dispute Resolution

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Michael Nolan is occasionally instructed to represent clients at, or advise them during, mediations.

## Academic

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MA (Oxon), Dip Law (City)

## Awards

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Astbury Scholar, Winston Churchill Pupillage Award

## Ranking

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## Publications

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Butterworth's Commercial Court and Arbitration Pleadings (Contributor).

## Memberships

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COMBAR, LCLBA, LMAA (supporting member), SCMA

## Languages

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Reads French



