

Excluding Liability for Consequential Loss in International Contracting

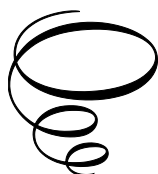
Excluding Liability for Consequential Loss in International Contracting:

A Practitioner's Guide

By

C Haward Soper

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Friday's Mill, Gloucester Docks

I am a very fortunate human being. On the 13th February 2013 I was diagnosed with oesophageal cancer at the Prince Court Medical Centre in Kuala Lumpur. Fewer than 5% of those diagnosed on that date are still alive. Thanks to the expertise and care of medical teams at Prince Court, then at the Royal Marsden in Chelsea in London I managed to recover from the disease. There are too many medical personnel to name any individually but there can be few better examples of teamwork than that which I experienced in my treatment.

I am also indebted to my partner, Celia. Over decades she has supported and tolerated me, and looked after me when I was in extremis post my operation in May 2013.

I will continue to support the Royal Marsden's Charity from royalties from this book, which is dedicated to the medical teams and Celia.

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PREFACE

In business, some risks strike without warning—and their impact can be devastating. One of the most dangerous is “Consequential Loss”: damage that goes far beyond the immediate problem and can threaten the very survival of a company. It may stem from a single defect, malfunction, or design flaw, yet result in costs and disruptions that vastly exceed the original cause.

From over three decades in executive leadership, I know how serious this threat is. In my management roles, protecting my companies from potentially existential consequential losses was always a top priority. Yet, in day-to-day business, the subject is still not discussed openly enough. While risk awareness among executives is increasing, having an honest dialogue about possible consequences and how to deal with them remains a challenge.

It is particularly difficult to effectively limit the risk of consequential loss through contractual arrangements. Despite intensive efforts to negotiate and document liability exclusions, I have witnessed how lawyers and courts repeatedly find loopholes in such clauses—creating uncertainty that makes managing these risks even more complex and threatening.

This book by Haward Soper makes a valuable contribution to the discussion about the risks, challenges, and implications of contractual limitations on consequential losses. It not only highlights the legal complexity of the issue but also underlines why it is essential to address it proactively.

It offers readers both in-depth knowledge of the legal and economic dimensions of consequential loss and practical strategies for identifying and managing such risks. I strongly recommend that every entrepreneur and decision-maker study this work closely.

I wish you an inspiring and insightful read.

Frank Stielor
Former CEO Siemens Oil & Gas
Former CEO Hochtief AG
Mentor and Senior Industrial Advisor

THE AUTHOR

C Haward Soper LLB, MPhil, PhD, FCIPS (retd), MCIArb (retd) (Haward) is a retired commercial and contracts professional, now an Honorary Professor of Law at the University of Leicester, having held senior posts in GEC, Alstom, Siemens and Shell. Post retirement Haward obtained a PhD from Leicester and continues research in the Law School. He publishes widely in his specialised subjects where his work includes empirical, doctrinal and theoretical elements. His work includes contract, contract management, long-leasehold reform, and game theory. He is a freeholder and a leaseholder, collects modern studio ceramics, is an avid photographer and travels extensively.

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My expertise in consequential loss clauses springs from an understanding boss in my second job at McDermott International in Ardersier, Scotland. Jim Jamieson allowed me to spend time in digging out the law applicable to the questions when many bosses would have stuck a boilerplate in front of me and asked me to get on with it. Later General Counsel with whom I worked, Ian Robertson, Chris Murray, Peter Clark, and Bruce Gregory, all supported me when I engaged in academic work on the topic. I was more than surprised when I was elevated to the rank of General Counsel in around 2001.

Many people have assisted me in this work. I hope that I have not omitted anyone.

Dr Andrea Cordell – provided me with an interview to assist me in drafting the negotiation chapter, a copy of her excellent Negotiation Handbook and some references to work on.

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TABLE OF CASES

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- A.J. Lanzarotta Fruits & Vegetables Ltd. v. United Farmers 2024 ONSC 1780 (CanLII) - 37
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- Alcos Machinery Inc. v. Del Industrial Metals 2019 ONSC 1187 - 112
- Alderslade v Hendon Laundry Ltd ([1945] 1 All ER 245) – 114-115
- Aldwell v Bunday (1876) 10 SASR 118 - 220
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- American Bridge Co. of New York v. Am. District Steam Co., 107 Minn. 140, 119 N.W. 783 - 88
- Alstom Ltd v Yokogawa Australia Pty Ltd (No 7) [2012] SASC 49 - 295
- Analog Devices B.V. & ors. v. Zurich Insurance Company & ors. [2005] IR 274 - 126
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- Anglia Television Ltd v Reed [1971] 3 All ER 690 – 212, 216, 221
- Argentino, The* (1889) 14 AppCas 519 – 56-57
- Aristopix (Pty) Ltd v TFM Manufacturing (Pty) Ltd* (EL1072/2014; ECD2372/2014) [2018] ZAECCELLC 7 (26 March 2018) - 134
- Armitage v Nurse* [1998] Ch 241 (CA) 254 - 230
- Askey v Golden Wine Co Ltd [1948] 2 All ER 35 - 226
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- AstraZeneca UK Ltd v Albemarle International Corporation & another [2011] EWHC 1574 (Comm) – 46, 194, 234

- Atos IT Solutions and Services GMBH v. Sapient Canada Inc., 2016 ONSC 6852 (Ont SCJ [Commercial List] – 108-109, 205-206, 244, , 281, 281, 283, 287
- Att. Gen of the Virgin Islands v Global Water Associated Ltd. [2020] UKSC 18 59
- AWS Engineers and Planners Corp. v. Deep River (Corp. of the Town) (2005), 2005 CanLII 467 (ON SC), 40 CLR (3d) 223, 249 DLR (4th) 478 - 106
- AXA Insurance UK plc v Thermonex Ltd [2013] Lloyd's Rep IR 323 - 15
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- Baidu, Inc. v. Register.com 760 F. Supp. 2d 312 (S.D.N.Y. 2010) -231, 233
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- BCCI v Ali [2002] 1 AC 251 – 35, 53
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- Benkert UK Ltd v Paint Dispensing Limited [2022] CSIH 55 - 123
- Bewise Motors Co Ltd v Hoi Kong Container Services Ltd (1997–98) 1 HKCFAR 256, [1998] 2 HKLRD 645, [1998] 4 HKC 377 (HKCFA) - 141
- Bhasin v Hrynew, 2014 SCC 71 – 111
- BHP Petroleum Ltd v British Steel plc [1999] 2 Lloyd's Rep 583 – 37, 59, 62, 207, 247
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- Bowling Alleys Case (Federal Court of Justice, Germany, 28 May 2014) - 155
- British Sugar Plc v NEI Power Projects Ltd 87 BLR 42, [1997-98] Info TLR 353, (1998) 14 Const LJ 365, 87 BLR 42, [1997] EWCA Civ 2438, [1998] ITCLR 125 and 14 Const LJ 365 – 10, 59, 62, 65, 66-67, 78, 86, 99, 107, 125, 238, 253
- Burton & Co. v. English (1883) 12 QBD 218 - 194
- Butler v. Kia Canada Inc. et al, 2022 ONSC 6294 (CanLII) - 114
- Cabell v. Markham 148 F2d 737 (2d Cir 1945) - 31
- Caledonia North Sea Ltd v London Bridge Engineering Ltd [2002] UKHL 4 - 122
- Caledonia North Sea Ltd v London Bridge Engineering Ltd 2000 SLT 1123 – 18, 120, 250
- Caledonian North Sea Ltd v British Telecommunications plc [2002] UKHL 4 - 70
- Camerata Property Inc v Credit Suisse Securities (Europe) Ltd [2011] EWHC 479 (Comm), [2011] 1 C.L.C. 627 – 229
- Canada Steamship Lines Ltd v R [1952] AC 192 – 53, 90, 99, 114, 127, 138, 142, 149
- Cape Byron Power I Pty Ltd v Downer Energy Systems Pty Ltd [2022] QSC 294 – 98-99
- Carewins Development (China) Ltd v Bright Fortune Shipping Ltd & Anor [2009] 5 HKC 160 - 142
- Carroll v. An Post National Lottery Company [1996] IEHC 50 - 127
- CCC Films (London) Ltd v Impact Quadrant Films Ltd [1984] 3 All ER 298 – 212, 218
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- Centurion Apartment Properties Limited Partnership v. Sorenson Trilogy Engineering Ltd. 2024 BCCA 25 (CanLII) - 111
- Cessnock City Council v 123 259 932 Pty Ltd. [2024] HCA 17 – 219-220, 222
- Chiemgauer Membran und Zeltbau GmbH (formerly Koch Hightex GmbH) v New Millennium Experience Co Ltd (formerly Millennium Central Ltd) (No.2) [2000] 12 WLUK 440 – 65, 123
- Chubb (470 St Kilda Road) v Robinson [2013] FCA 1420) - 93
- CIMB Bank Bhd v Anthony Lawrence Bourke [2019] 2 MLJ 1 - 151
- CIMB Bank Bhd v Maybank Trustees Bhd [2014] 3 MLJ 169 - 151
- City of Milford v. Coppola Constr. Co. 891 A2d 31, 40 (Conn App Ct 2006) – 66, 86, 87
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- Clarion Quay Management Company v Dublin City Council [2021] IEHC 811 -126
- Clayton Love & Sons (Dublin) Ltd v British and Irish Steam Packet Company Ltd [1970] 104 ILTR 157 (SC) – 128-129
- Cointat v. Myham & Son [1913] 2 KB 220 – 226, 227
- Comau UK Limited v Lotus Lightweight Structures Limited [2014] EWHC 2122 (Comm) - 236
- Commonwealth of Australia v Amann Aviation Pty Ltd (1991) 66 ALJR 123 - 216
- Compania Embotelladora Del Pacifico, S.A. v. Pepsi Cola Co. 650 F Supp 2d 314, 322 (SDNY 2009) - 84
- Computrol, Inc. v. Newtrend, L.P. 203 F3d 1064 (8th Cir 2000) - 89
- Consol Ltd v Twee Jonge Gezellen (Pty) Ltd 2002 6 SA 256 - 133
- Contract Natural Gas Ltd v ZOG Energy Ltd [2025] EWHC 86 (Ch) (21 January 2025) – 52, 209, 235, 270-271
- Coopers & Lybrand v Bryant 1995 3 SA 761 - 131
- Coremetrics, Inc. v. Atomic Park.com, LLC No C-04-0222 EMC, 2005 WL 3310093 - 241
- Cory and others v Thames Ironworks Co [1861-73] All ER Rep 597 - 64
- County of Galveston v. Triple B Services, LLP, 498 SW3d 176, 185 (Tex App—Houston [1st Dist] 2016 - 83
- Coven SpA v Hong Kong Chinese Insurance Company [1998] EWCA Civ 1573 - 29
- Cox v S Cutler & Sons Ltd and Hampton Court Gas Co [1948] 2 All ER 665 - 19
- Creighton Univ. v. Gen. Elec. Co. 636 F Supp 2d 940, 943 (D Neb 2009) – 68, 86
- Croudace Construction Ltd v Cawoods Concrete Products Ltd [1978] 2 Lloyd's Rep 55, (1978) 8 BLR 20 – 26, 27, 62, 65, 66, 67, 71, 74, 75, 76, 79, 86, 96, 100, 112, 121, 127, 138, 143, 146, 251, 258
- Cullinane v British Rema Manufacturing Co Ltd [1954] 1 QB 292, [1953] 2 All ER 1257 – 215, 218
- Curtis v Chemical Cleaning Co [1951] 1 KB 805 - 176
- D & H Piping Systems (Pty) Ltd v Trans Hex Group Ltd. and Another (119/05) [2006] ZASCA 29 – 15, 133
- Dairy Containers Ltd v Tasman Orient Line CV [2004] UKPC 22; [2005] 1 WLR 215 – 43, 44
- Darlington Futures Ltd v Delco Australia Pty Ltd (1986) 161 CLR 500 – 93, 94, 99

- De Beers UK Limited (Formerly: The Diamond Trading Company Limited) v Atos Origin It Services UK Limited [2010] EWHC 3276 (TCC) – 235
- De Swardt v House of Trucks [2006] SCA 33 (RSA) - 133
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- Deepak Fertilisers and Petrochemical Corporation v Davy McKee (London) Ltd; ICI Chemicals and Polymers Ltd [1999] 1 Lloyds Rep 387, [1998] EWCA Civ 1752, [1998] EWCA Civ 1753, [1999] BLR 41, (1999) 1 TCLR 200, 62 Con LR 86, [1999] 1 All ER (Comm) 69 – 11, 66, 75, 88, 95, 107, 127, 208, 209, 221, 294
- Despatch Oven Co. v. Rauenhorst 1950, 229 Minn 436 - 88
- Deutsche Bank National Trust Company v Morgan Stanley Mortgage Capital Holdings LLC 2020 NY Slip Op 07687 - 230
- Difference Corporation Limited V Unitel Direct Limited [2019] SC EDIN 56 – 123, 201
- Direct Cash ATM Processing Partnership v. 564024 Alberta Inc. [2006] AJ No 608 - 113
- Dow Chemical Canada ULC v. NOVA Chemicals Corporation 2018 ABQB 482 (Alta QB) – 109, 266
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- Fidler v. Sun Life Assurance Co. of Canada 2006 SCC 30 (SCC) – 101
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- Fitzpatrick and Harty v Ballsbridge International Bloodstock Sales Unreported High Court Feb 25th 1983 -128
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- Kudos Catering (UK) Ltd v Manchester Central Convention Complex Ltd [2013] EWCA Civ 38 – 46, 47, 104-105, 129, 200
- L Albert & Son v Armstrong Rubber Co 178 F2d 182 (1949) – 213-214, 215
- L/M International Construction Inc (now Bovis International Inc) and another v The Circle Ltd Partnership (1995) 49 ConLR 12 – 54, 194, 199-200, 224, 235247
- Labyrinth, Inc. v. Urich No 2023-0327-MTZ, 2024 WL 295996 (Del Ch Jan 26, 2024) - 245
- Lacey's Footwear (Wholesale) Ltd v Bowler International Freight Ltd [1997] 2 Lloyd's Rep 369 - 293
- Last Bus Ltd (t/a Dublin Coach) v Dawsongroup Bus and Coach Ltd & Anor [2023] EWCA Civ 1297 - 223
- Law Society of Ireland v Motor Insurance Bureau of Ireland [2017] IESC 31 (Sup Ct (Irl))Lanigan v Barry [2016] IESC 46 - 125
- Lee v Showman's Guild [1952] 2 QB 329 – 41, 225
- Lee Yuk Shing v Dianoor International Ltd [2015] HKEC 1294 – 141-142
- Leicester Circuits Ltd. v Coates Brothers Plc [2003] EWCA Civ 290 (05 March 2003) – 27, 71
- Letsema Telecomms (Pty) Ltd v Telkom SA Ltd (46629/2014) [2015] ZAGPPHC 937 – 24, 134
- Lewis Jorge Construction Management, Inc. v. Pomona Unified School District (2004) 34 Cal4th 960 - 85
- Lily White v R Munuswami, AIR 1966 Mad 13 (Mad HC) - 138

- Liversidge v Anderson and Another [1942] AC 207; [1941] 3 All ER 338 - 78
- London Fire and Emergency Planning Authority v Halcrow Gilbert Associates Ltd [2007] EWHC 2546 (TCC) (31 July 2007), [2008] Con LJ 24 No2 103 TCC – 67, 197, 248
- Low Kon Fatt v Port Klang Golf Resort (M) Sdn Bhd [1998] 6 MLJ 448 - 151
- Mackay v Dick (1881) 6 App Cas 251 - 134
- Macmahon Mining Services v Cobar Management [2014] NSWSC 502 - 98
- Maintek Computer (Suzhou) Co Ltd v Blue Anchor Line [2013] HKCFI 506; HCAJ106/2008 (2 April 2013) - 142
- Manchin v. QS/1 Data Systems Civ No 7:13-cv-02188, 2014 US Dist LEXIS 89126 (DSC July 1, 2014) – 89-90
- Malaysia National Insurance Sdn Bhd v Abdul Aziz bin Mohamed Daud [1979] 2 MLJ 29 - 152
- Marathon Petroleum v Bord Gáis Éireann Unreported, 31 July 1986, Supreme Court - 129
- Marlan Holmes Ltd v Walsh [2012] IESC 23 (30 March 2012) - 126
- Marley Cooling Tower Co. v. Caldwell Energy & Envtl., Inc. 280 F Supp 2d 651, 658–59 (WD Ky 2003) – 83, 87
- Martin v. U-Haul Co. of Fresno (1988) 204 Cal App 3d 396 - 92
- Masterton & Smith v. Mayor of Brooklyn 7 Hill 61, 68-69 (NY Sup Ct 1845) -84, 204-205
- McCain Foods GB Ltdv Eco-Tec (Europe) Ltd [2011] EWHC 66 (TCC) – 11, 74
- McDermott International Inc. v. Burn Standard Co. Ltd. and Ors. (2006) 11 SCC 181 - 138
- Meadows Indemnity Co Ltd v The Insurance Corp of Ireland Plc [1989] 2 Lloyds Rep 298
- MediaLinx Printing Ltd. v. United Parcel Service Canada Ltd. 2018 ONSC 2946 (Ont SCJ) – 111, 112
- Meeker Log & Timber Ltd. v. Ship Sea Imp VIII (1994), 1 BCLR(3d) 320 (SC) – 103-104, 104
- Mentis Sciences, Inc. v. Pittsburgh Networks, LLC 173 NH 584, 243 A3d 1223, 102 UCC Rep Serv 2d 1306 (2020) - 89
- Metricon Homes Pty Ltd v Great Lakes Insurance SE [2017] VSC 749
- MG Hotel, LLC v. Bovis Lend Lease, LMB, Inc. 133 AD3d 519, 520 (1st Dep't 2015); UCC § 2-719(3) - 90
- MGC Properties Pty Ltd v Tang [2009] QSC 322 - 97

- Micor Shipping (Pty) Ltd v Treger Golf and Sports (Pty) Ltd 1977 2 SA709 (W) – 133, 234
- Millar's Machinery Company, Ltd v David Way & Son (1935) 40 Com Cas 204 – 18-19, 59, 62, 64, 66, 70, 75, 95, 121, 125, 238, 292, 293
- Mir Steel UK Ltd v Morris [2012] EWCA Civ 1397; [2013] 2 B.C.L.C. 76 – 177, 232, 235
- Modern Engineering v Gilbert-Ash Northern [1974] AC 689 – 40, 41, 43, 194
- Monarch Brewing Co. v. George J. Meyer Mfg. Co., 130 F2d 582 (9th Cir 1942) - 88
- Mondel v Steel (1841) 8 M&W 858, 151 ER 1288 - 19
- Montrose Hammond & Co. v. CIBC World Markets Inc. 2019 ONSC 2870 (Ont SCJ) -114
- Morrison v Angelo Deep Gold Mines Ltd 1905 TS 775 - 131
- Mott Macdonald v Trant Engineering [2021] EWHC 754 (TCC) - 46
- MTN Service Provider (Pty) Ltd v Belet Industries CC t/a Belet Cellular (1077/2019) [2021] ZASCA 7 - 133
- Myplaycity, Inc. v. Conduit Ltd., 2013 U.S. Dist. LEXIS 115598 (S.D.N.Y. Aug. 12, 2013) - 90
- Nanyang Credit Card Co Ltd v Ying Wei (Hop Hick) Cargo Service [1993] 1 HKC 56 – 142
- Nelson Line (Liverpool) Limited. v. James Nelson & Sons Limited [1907] 1 KB 769 - 274
- Nelson Line (Liverpool) Limited. v. James Nelson & Sons Limited. [1908] AC (HL) 16 2, 104, 194, 195, 273-274
- New England Country Foods, LLC v. VanLaw Food Prods., Inc. Cal., No. S282968, 4/24/25 – 226
- Nippon Yusen Kaisha v. Acme Shipping Corporation (The Charalambos N. Pateras), (C.A.) [1972] 1 Lloyd's Rep 1 - 48
- Nobahar-Cookson v Hut Group Ltd [2016] EWCA Civ 128, [2016] 1 CLC 573 – 43, 44, 55
- Nordicbau Master Builder Renovator CC v Stapelberg Vervoer t/a Milltrans (601/2017) [2021] ZAECPEHC 38 (13 July 2021) - 133
- Nurse v Barnes (1662) T Raym 77 - 220
- Oceania Furniture Ltd v Debonaire Products Ltd [2009] NZHC 1139 – 117-118
- Omak Maritime Ltd v Mamola Challenger Shipping Co [2010] EWHC 2026 (Comm), [2011] 1 Lloyd's Rep 47 – 213, 214, 216
- Optimares S.p.A. v Qatar Airways Group Q.C.S.C. [2022] EWHC 2461 (Comm) - 236
- Osman v J Ralph Moss [1970] 1 Lloyd's Rep 313 - 226

- Otis Elevator Co. v. Standard Constr. Co. 92 F Supp 603, 607 (D Minn 1950) - 88
- P & M Kaye Ltd v Hosier and Dickinson [1972] 1 WLR 146 - 57
- Pacific Diamond 88 v Tomkins Commercial & Industrial Builders [2025] QCA 50 – 99, 177
- Patersons Securities Ltd v Financial Ombudsman Service Ltd and Others (2015) 108 ACSR 483 – 65, 97, 295
- Pegler Ltd v Wang (UK) Ltd [2000] EWHC TECHNOLOGY 137, [2000] BLR 218 – 11, 28, 67-68, 68-69, 114, 122, 146, 147, 228, 278, 293, 294
- Peregrine Pharmaceuticals, Inc. v. Clinical Supplies Management, Inc. Case No SACV 12-1608, 2014 US Dist LEXIS 105756 (CD Cal July 30, 2014) – 90, 200
- Perestrello v United Paint Co (1969) 113 SJ 324 - 220
- Perini Corp. v. Greate Bay Hotel & Casino, Inc., 610 A2d 364 (NJ 1992) - 13
- Persimmon Homes Ltd v Ove Arup and Partners Ltd 172 Con LR 1, [2017] 2 CLC 28, [2017] EWCA Civ 373, [2017] BLR 417, [2017] CILL 4005, [2017] PNLR 29 – 41, 44, 55
- Photo Production Ltd v Securicor Transport Ltd [1980] UKHL 2, [1980] AC 827 – 40, 41, 45-46, 55, 128, 194, 222
- Pilkington United Kingdom Ltd v CGU Insurance plc [2014] EWCA 23, [2004] Lloyd's Rep IR 891- 16
- Pinewood Technologies Asia Pacific Limited v Pinewood Technologies PLC [2023] EWHC 2506 (TCC) – 12, 234
- Polypearl Ltd v E.ON Energy Solutions Ltd [2014] EWHC 3045 (QB) – 142, 208
- Powell Elec. Sys., Inc. v. Hewlett Packard Co. 356 SW3d 113, 119 (Tex App—Houston [1st Dist] 2011, no pet) - 85
- Prairie Petroleum Products Ltd v Husky Oil Ltd (2008) 295 DLR (4th) 146 (Man CA) - 103
- Price v. Union Lighterage Co. [1903] 1 K B 750; [1904] 1 K B 412 - 200
- Primrose v. Western Union Tel. Co. 154 US 1 (1894) - 90
- Quicksilver Res., Inc. v. Eagle Drilling, L.L.C. No H-08-868, 2009 WL 1312598, at **5-7 (SD Tex May 8, 2009) - 241
- R. Leslie, Limited v. Reliable Advertising and Addressing Agency, Limited. [1914 R 689] - [1915] 1 KB 652 - 226
- re Rowland [1963] Ch 1 - 24
- Red Sea Tankers Ltd v Papachristidis (The Hellespont Ardent) [1997] 2 Lloyd's Rep 547 (QBD) – 230, 231-231

- Regional Power Corp v Pacific Hydro Group Two Pty Ltd [2013] WASC 356 – 95, 98, 295
- Rental A/S v Arcos Ltd [1937] 3 All ER 577, 157 LT 485 – 19, 65, 70
- Reynolds Metals Co. v. Westinghouse Electric Corp. 758 F2d 1073 (5th Cir 1985) - 85
- Richly Bright International Ltd v De Monsa Investment Ltd FACV 12/2014 – 141, 143
- Robert Bou-Simon v BGC Brokers LP [2018] EWCA Civ 1525 – 177, 244
- Robertson Group -v- Amey-Miller (Edinburgh) Joint Venture [2005] BLR 491 – 65, 123
- Robertson v French (1803) 4 East 130 - 36
- Robinson v Harman [1848] 1 Ex 850 (Exchequer) - 216
- Ronan v Midland Railway Co (1883) 14 LR (Ir) 157 - 233
- Roy v. 1216393 Ontario Inc. 2014 BCCA 429 – 111, 225
- RTS Flexible Systems Ltd v Molkerei Alois Muller GmbH & Co Kg (UK Productions) [2010] 1 WLR 753 : [2010] 3 All ER 1 – 177
- S Pearson and Son Ltd v Dublin Corp [1907] AC 351-41, 151, 225
- Saga Cruises BDF Ltd & Anor v Fincantieri SPA [2016] EWHC 1875 (Comm) – 56, 76
- Sahara Energy Resource Ltd v Société Nationale de Raffinage S.A. (Sonara) [2024] EWHC 3163 (Comm) - 30
- Saint Line Ltd v Richardsons, Westgarth & Co Ltd [1940] 2 KB 99, [1940] 67 Lloyd's LR 62 – 20-27, 57, 63-65, 75, 98, 107, 138, 215, 251, 216, 252, 293
- Sasfin (Pty) Ltd v Beukes 1989 1 SA 1 (A) 9B-F - 133
- Saskatchewan Ltd v Thurgood 93 DLR (4th) 694 (Sask CA) – 111, 225
- Sato Kogyo (S) Pte Ltd v RDC Concrete Pte Ltd [2006] SGHC 213 - 60
- Saunders v. Anglia Building Society [1971] AC 1004 - 176
- Schenker of Canada Ltd. v. Royal King Upholstery Inc 2010 ONSC 1821 (Ont SCJ) - 114
- Scottish Power UK Plc v BP Exploration Operating Co Ltd [2015] EWHC 2658 (Comm) - 28
- Seadrill Management Services Ltd v OAO Gazprom [2010] EWCA Civ 691, [2011] 1 All ER (Comm) 1077 - 43
- Sear-Brown Grp. v. Jay Bldrs, Inc. 244 AD2d 966, 967 (4th Dep't 1997) – 92, 177
- Serinus Energy PLC v SysGen Solutions Group Ltd 2023 ABKB 625 (CanLII) – 108, 146, 236
- Shell (UK) Ltd v C. L. M. Engineering Ltd [2000] All ER (comm) 940 - 16

- Sherrin Hire Pty Ltd v Tidd Ross Todd Ltd (No 2) [2016] FCA 891 – 97, 98
- Sie Choon Poh v Amara Hotel Properties Pte Ltd (No 2) [2005] 3 SLR 576 - 232
- Simplex Concrete Piles (India) Ltd. v. Union of India 2010 SCC OnLine Del 821- 137
- Singapore Telecommunications Ltd v Starhub Cable Vision Ltd [2006] SGCA 5 – 60, 144-145, 146, 236, 255
- Skandia Insurance Co Ltd v Kokilaben Chandravadan (1987) 2 SCC 654 (SC) [15] - 137
- Skanska Rashleigh Weatherfoil Ltd v Somerfield Stores Ltd [2006] EWCA Civ 1732 - 38
- Smith v Oliver 1911 (1911 SC 103) - 120
- Solway v. Davis Moving & Storage Inc., 2002 CanLII 21736 (ON CA) – 103
- Soteria Insurance Ltd v IBM Ltd [2022] EWCA Civ 440 – 76, 142, 195, 217-218, 221, 222, 271
- South East Water Ltd v Elster Water Metering Ltd [2025] EWCA Civ 287 -49-52, 243
- South East Water Ltd v Elster Water Metering Ltd [2024] EWHC 620 (TCC) – 49-52
- Spread Trustee Company Limited v Sarah Ann Hutcheson & Others [2011] UKPC 13 - 230
- Spurling (J) Ltd v Bradshaw [1956] 2 All ER 121, [1956] 1 WLR 461 - 159
- Star Polaris LLC v HHIC-Phil Inc [2016] All ER (D) 101 (Nov) – 49, 65, 228, 243, 257, 293
- Star Polaris LLC v HHIC-Phil Inc, The Star Polaris [2016] EWHC 2941 (Comm), [2017] 1 Lloyd’s Rep 203 – 49, 75-76, 124
- State of Kerala v. K. Bhaskaran AIR 1985 Ker 49 - 136
- Stent v Gibson Bros (1888) 5 HCG 148 - 130
- Steveco Construction Ltd. v Saskatchewan Power Corporation 2023 SKKB 57 (CanLII) – 113, 199, 264-265
- Stonedale No 1 Dumb Barge (Owners) v Manchester Ship Canal Co, The Stonedale No 1, [1954] P 338, [1954] 2 All ER 170, [1954] 2 WLR 1075 - 19
- Suisse Atlantique Société D'armement Maritime S.A. Appellants And N.V. Rotterdamsche Kolen Centrale Respondents [1967] 1 AC 361 (House of Lords) – 45, 55
- Sunsource v. University of Windsor 2022 ONSC 6047 (CanLII) -112

- Sushilaben Indravadan Gandhi and Anr. v. New India Assurance Company Limited and Ors. 2020 SCC OnLine SC 367 - 137
- Swart v Cape Fabrix (Pty) Ltd (1979 1 SA 195 (A) – 78-79
- Syncrude Canada Ltd. v. Babcock & Wilcox Canada Ltd (1997), 51 Alta LR (3d) 1 (CA) – 67, 105, 114, 272
- Tate & Lyle Food and Distribution Ltd v Greater London Council [1981] 3 All ER 716 – 68, 74
- Tennessee Gas Pipeline Co. v. Technip USA Corp. 01-06-00535-CV, 2008 WL 3876141 – 85, 86
- Tercon Contractors Ltd. v. British Columbia (Minister of Transportation & Highways) 2010 SCC 4 (SCC) – 107-108
- Tevanan v Norman Brett (Builders) Ltd (1972) 223 EG 1945 – 179
- The Antaios [1984] 3 All ER 229 - 39
- The Cap Palos [1921] P 458 - 42
- The Hellespont Ardent [1997] 2 Lloyd's Rep 547 – 229-231
- The Starsin [2003] UKHL 12 - 43
- The TFL Prosperity [1984] 1 WLR 48, [1984] Vol 1 Lloyd's Rep 123 – 47-48, 194, 222, 253, 271
- Theobald v Railway Passengers Assurance Co (1854) 10 Exch 45 - 29
- Thomas National Transport (Melbourne) Pty. Ltd. v. May & Baker (Australia) Pty. Ltd (1966) 115 CLR 353 – 93, 94
- Thomson v. Thomson Estate [2024] BCJ No 2090 - 106
- Ticketnet Corp. v. Air Canada, 1993 CarswellOnt 2046 (Ont Gen Div) – 104, 109, 243
- Tioxide Europe v CGU International Insurance (2004) EWHC 2116 - 15
- Tower Property Fund Limited v Unitools CC (2020/19245) [2021] ZAGPJHC 683 - 133
- Towne v Eisner 38 S Ct 158 (1918) - 291
- Tractebel Energy Mktg. v. AEP Power Mktg., 487 F3d 89 (2d Cir 2007) - 84
- TransCanada Pipeline Ltd. v. Solar Turbines Inc 1998 CarswellOnt 4288 (Ont Gen Div) - 106
- Transocean Drilling U.K. Limited v Providence Resources plc the Arctic III [2014] EWHC 4260 (Comm) – 46, 222, 226, 258-259
- Transocean Drilling UK Ltd v Providence Resources Plc [2016] EWCA Civ 372 – 41, 49, 74-75, 76, 193,
- Transocean Offshore International Ventures Ltd v Burgundy Global Exploration Corp [2010] SGHC 31 – 147-148, 149, 208
- Transp. Corp. of Am., Inc. v. Int'l Bus. Mach. Corp 30 F3d 953 - 223
- Transport & Crane Hire (Pty) Ltd v Hubert Davies (Pvt)Ltd 1991 4 All SA 644 (ZS) - 131

- Triple Point Technology, Inc v PTT Public Company Ltd [2019] EWCA Civ 230 - 195
- Triple Point Technology, Inc v PTT Public Company Ltd [2021] UKSC 29 – 39, 40, 51, 53-54, 101, 223, 271
- Tung Ho Wah v Star Cruises (HK) Ltd [2006] 3 H.K.L.R.D. 254 - 140
- University of Keele –v- Price Waterhouse (2004) EWCA Civ 583Tung Ho Wah v Star Cruises (HK) Ltd [2006] 3 HKLRD 254 – 243-244
- University of Wales v London College of Business Ltd [2015] EWHC 1280 (QB) – 46, 204
- UPM Raflatac, Inc. v Okanagan Label & Print Ltd. 2022 BCSC 1154 (CanLII) - 114
- Usha International Ltd v United India Insurance AIR 2005 Delhi 424 (Del HC) [13] - 137
- Valentine Falls Estate Pty Ltd v SMEC Australia Pty Ltd [2010] WASC - 97
- Valve Corp. v. Sierra Entertainment Inc. 431 F Supp 2d 1091 (WD Wash 2004) - 85
- Vastfame Camera Ltd v Birkart Globistics Ltd [2005] 4 HKC 117 - 141
- Vaulting & Cash Servs. Inc. v. Diebold, Inc 1999 WL 1068257 - 266
- Vector Gas Limited v Bay of Plenty Energy Limited [2010] NZSC 5, [2010] 2 NZLR 444 - 117
- Victoria Laundry (Windsor) Ltd v Newman Industries Ltd [1949] 2 KB 528, [1949] 1 All ER 997 - 57
- Wah Sun Hong Ltd v Lee Tim (T/A Tat Shing Co) [1980] HKC 596 - 143
- Walsh t/a Wondaland Instant Lawn v City of Tshwane Metropolitan Municipality (33474/2003) [2006] ZAGPHC 158 (28 February 2006) - 133
- Warren v District Council of the Lower Eyre Peninsula (No 3) [2024] SADC 37
- Wastech Services Ltd v Greater Vancouver Sewerage and Drainage District 2021 SCC 7 – 111, 225
- Waters v. Towers, (1853) 8 Ex. 401 – 215-216
- Wells v SA Alumenite Co 1927 AD 69 – 133, 225
- Western Meats Ltd v National Ice and Cold Storage Co [1982] ILRM 101 – 128
- Westlock Terminals (NGC) Ltd. v Sheets Grain Farmco Ltd 2024 ABKB 475 (CanLII) – 53, 115
- Wee Lian Construction Sdn Bhd v Ingersoll-Jati Malaysia Sdn Bhd [2005] 1 MLJ 162 - 152
- Wijtenburg Holdings v Bobroff 1970 SA 197 (T) – 133, 234
- Willson v Brett (1843) 12 LJ Ex 264, 11 M & W 113 - 229

- Wilson v HB (SWA) Ltd [2025] EWHC 1315 (TCC) - 68
Wong Wai-Chun v The China Navigation Co Ltd [1969] HKLR 471
(HKFCSC) - 140
Workington Harbour and Dock Board v Towerfield (Owners) [1951] AC
112, [1950] 2 All ER 414 – 19, 25
Wright Limited v. PH & T (Holdings) Limited (1968) 13 BLR 29 - 65
WS Pollock & Co v Macrae 1922 SC (HL) 192 - 195
Yam Seng Pte Ltd v International Trade Corporation Ltd [2013] EWHC
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Youell v Bland Welch & Co Ltd [1992] 2 Lloyd's Rep 127 - 43
Zachry Const. Corp. v. Port of Houston Auth. of Harris County, 449
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- Allianz v Waterbrook [2009] NSWCA 224 98
Alstom Ltd v Yokogawa Australia Pty Ltd (No 7) [2012] SASC 49 - 295
BI (Contracting) v AW Baulderstone [2007] NSWCA 173 - 99
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Darlington Futures Ltd v Delco Australia Pty Ltd (1986) 161 CLR 500 –
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Environmental Systems Pty Ltd v Peerless Holdings Pty Ltd [2008] VSCA
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GR Engineering Services Ltd v Investmet Ltd [2019] WASC 439 - 231
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- Macmahon Mining Services v Cobar Management [2014] NSWSC 502 - 98
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- Regional Power Corp v Pacific Hydro Group Two Pty Ltd [2013] WASC 356 – 95, 98, 295
- Sherrin Hire Pty Ltd v Tidd Ross Todd Ltd (No 2) [2016] FCA 891 – 97, 98
- Thomas National Transport (Melbourne) Pty. Ltd. v. May & Baker (Australia) Pty. Ltd (1966) 115 CLR 353 – 93, 94
- Valentine Falls Estate Pty Ltd v SMEC Australia Pty Ltd [2010] WASC - 97

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- Bathurst Resources Ltd V L & M Coal Holdings Ltd [2021] NZSC 85 - 119
- Boat Park Ltd v Hutchinson [1999] 2 NZLR 74 (CA) - 117
- Dairy Containers Ltd v Tasman Orient Line CV [2004] UKPC 22; [2005] 1 WLR 215 – 43, 44
- Firm PI 1 Ltd v Zurich Australian Insurance Ltd [2014] NZSC 147 - 117
- Oceania Furniture Ltd v Debonaire Products Ltd [2009] NZHC 1139 – 117-118
- Vector Gas Limited v Bay of Plenty Energy Limited [2010] NZSC 5, [2010] 2 NZLR 444 - 117

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- American Bridge Co. of New York v. Am. District Steam Co., 107 Minn. 140, 119 N.W. 783 - 88
- American Elec. Power Co., Inc. v. Westinghouse Elec. Corp. 418 FSupp 435 (1976) – 239-240, 242
- Baidu, Inc. v. Register.com 760 F. Supp. 2d 312 (S.D.N.Y. 2010) -231, 233
- Banker Steel Co., LLC v. Hercules Bolt Co., 2011 WL 1752224 - 88
- Bankers Consec Life Ins. Co. v. Wilmington Trust NA, 195 AD3d 109, 116 (1st Dep’t 2021) - 84