

THE ELIN and how to exclude liability for negligence

On 18 April 2019 the Commercial Court handed down judgment in *The Elin*. The issue was whether statements on a Bill of Lading that the carrier would not be liable for loss of or damage to deck cargo “*howsoever arising*” were apt to exclude liability for negligence and/or unseaworthiness. The Court found that they were.

James Leabeater KC represented the successful owners.

The judgment strongly endorses the previously controversial decision of Langley J in *The Imvros*. It also contains a detailed consideration of the *Canada Steamship* “guidelines”, confirming that they should not be applied mechanistically. The case is another important indication that there are no special rules of construction in relation to exclusion and limitation clauses.