

Julian Kenny QC

SILK: 2016 | CALL: 1997

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Languages: French



Overview

Julian specialises in commercial law, particularly banking, shipping and commodities, insurance and reinsurance, conflicts and jurisdiction, and arbitration. He is a leading specialist in chartering and international sale of goods disputes.

In addition, Julian has extensive banking experience, particularly with disputes involving swaps and derivatives based on the ISDA Master Agreement.

Publications

- *Time Charters* (7th edn, Informa Law 2014) (co-author).

Education

- Inns of Court School of Law: Bar Vocational Course, Outstanding
- City University: Diploma in Law, Distinction
- University of Oxford, Magdalen College: MA in English Literature, First Class

Example cases

- *P v Q* [2018] 2 Lloyd's Rep 452: Commercial Court decision on s 12 Arbitration Act and the circumstances in which the court will extend time for commencement of arbitration.
- *The Yangtze Xing Hua* [2018] 1 Lloyd's Rep 330: Court of Appeal decision on "no fault" losses under the Interclub Agreement 1996.
- *Accident Exchange v Maclean* [2018] 4 WLR 26: Commercial Court decision on legal privilege and the iniquity exception.

- *IMS v Capital Oil* [2016] 2 CLC 327: Commercial Court decision on the procedure for making a challenge to the jurisdiction of the English Courts.
- *The Res Cogitans* [2016] AC 1034: Supreme Court decision on the question of whether a bunker sale agreement was a contract of sale within the Sale of Goods Act 1979.

Banking

- *Lehman Brothers International v Lehman Brothers Finance* (2012) (Briggs J) – whether the close-out provisions of the ISDA Master Agreement allowed the claimant to bring into account the loss of a side agreement with the defendant following the insolvency of the Lehman group.
- *Haugesund v Depfa* [2012] 2 WLR 199 (CA) – whether a commercial bank was entitled to restitution of money paid to a Norwegian local authority under a void swap agreement in circumstances where the money had subsequently been lost in failed investments.
- *Region of Lombardy v Merrill Lynch and UBS* – whether the banks mis-sold derivative products to the Region.

Shipping and commodities

- *Transgrain v Yangtze Navigation* [2017] 2 Lloyd's Rep 212 – decision of Teare J on the allocation of 'no fault' losses under the Interclub Agreement 1996.
- *The Res Cogitans* [2016] AC 1034 – Supreme Court decision on the question whether a bunker sale agreement was a contract of sale within the Sale of Goods Act 1979.
- *IMS v Capital Oil* [2016] 2 CLC 307 – decision of Popplewell J on whether an applicant could make a second challenge to jurisdiction.
- *The Rewa* [2012] Lloyd's Rep. Plus 28 – dealing with the construction of the Saleform 93 and whether a ship being sold had to be delivered with documents making her eligible for trading.
- *The Triton Lark* [2012] Lloyd's Rep. Plus 18 – dealing with the construction of the Conwartime 1993 clause and the question whether a time-chartered owner could refuse an order to sail through the Gulf of Aden because of the risk from pirates.
- *The Mary Nour* [2008] 2 Lloyd's Rep. 636 – dealing with the circumstances in which a commodity contract is frustrated when a seller's source of supply fails.
- *Antiparos* [2008] 2 Lloyd's Rep. 237 – whether charterers were obliged to indemnify owners against losses caused by amendments to the charterers' voyage orders under the Asbatankvoy form.

Insurance

- *La Reunion Aeriennne v ANDI* – dealing with aggregation of losses arising from 9/11 attacks, following settlement of property claims.
- *No.1 Dae Bu* [2006] Lloyd's Rep. IR 860 – whether the Court should grant negative declaratory relief; whether the assured was in breach of class warranties.

Conflicts / jurisdiction

- *Electrim v Vivendi* [2009] 1 Lloyd's Rep. 59 (CA) – whether the Court properly exercised its equitable jurisdiction to restrain vexatious proceedings in the US.
- *The Katarina* [2010] 1 Lloyd's Rep 449 – dealing with the circumstances in which the Court should extend the validity of a claim form served overseas.

Arbitration

- *The Dimitris L* [2012] Lloyd's Rep Plus 25 – dealing with the conditions under which the High Court can direct arbitrators to clarify their Award.
- *Syska v Vivendi* [2008] 2 Lloyd's Rep. 636 (CA) – whether an arbitral tribunal could be deprived of jurisdiction by a foreign statute which nullified the arbitration agreement.

Recommendations

Possessed of a keen intellect and wonderfully calm under pressure, he deflates the opposition with his polite, measured responses. [Chambers UK Bar 2020](#)

Very clever, very intellectual. [The Legal 500 UK Bar 2020](#)

He's able to deliver his advice in a very understandable manner and is very reassuring with clients. [Chambers UK Bar 2020](#)

He is super clever and really articulate. [Chambers UK Bar 2020](#)

Julian really knows his stuff and is able to pull the most obscure yet exactly relevant case from memory in the blink of an eye. [Chambers UK Bar 2020](#)

An excellent choice, a real up-and-coming barrister who stands out among silks. [The Legal 500 UK Bar 2018](#)

He's the sort of advocate that if one were preparing for a hearing against him, one would be forced to prepare very thoroughly. [Chambers UK Bar 2019](#)

Tribunals and judges really appreciate his intellect. He commands respect and controls the room well. He projects his confidence and intelligence. [Chambers UK Bar 2019](#)

One of the brightest people I know [Chambers UK Bar 2018](#)

He is user-friendly and produces work of considerable intellectual firepower in an understated but persuasive manner. [Chambers UK Bar 2018](#)