

Sean Snook

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Overview

Sean advises and represents clients in a broad range of commercial and private international law disputes.

He has appeared in the Court of Appeal and the High Court (particularly the Commercial Court). Sean has also been instructed to represent clients before all the major arbitral bodies (including the LMAA, GAFTA, FOSFA, ICC, LCIA, HKIAC, London Metal Exchange and Refined Sugar Association).

In addition to trial work, Sean has extensive experience in interim proceedings, in particular obtaining freezing orders, inspection orders and anti-suit injunctions. He has also assisted in mediations.

Before joining Chambers, Sean worked for 11 years at Morgan Grenfell & Co Ltd (the investment banking division of Deutsche Bank AG). He was an Associate Director specialising in project and export finance, syndicated loan finance, and corporate and debt restructuring.

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Example cases

- *OCBC v ING*: a dispute heard in the Commercial Court arising out of the purchase by OCBC of ING Asia Private Banking

Publications

- 'Open all hours? Identifying the appropriate market for the service of notices': *Butterworths Journal of International Banking and Financial Law* (February 2017).

Professional memberships

- Commercial Bar Association

Education

- Exeter University: History and Politics
- London Guildhall University: Diploma in Law with Distinction and the prize for the highest score in the year.

Ltd (IAPBL) from ING Bank NV for US\$1.446 billion, concerning a claim by OCBC for breach of warranty, in particular with regard to IAPBL's derivatives trading account with a Swiss branch of the Lehman Group prior to the Lehman insolvency in September 2008.

- *HKIAC/A17194*: a dispute arising out of a sale contract for the delivery of 360,000 mt of coking coal due to be delivered in four tranches, in which the claimant alleges that the respondent wrongfully failed to deliver the final three tranches, causing it to suffer losses of US\$35 million. The claim raises complex issues relating to jurisdiction, international sale agreements, letter of credit law and market loss.
- *Cape Bonny v Ping an Property and Casualty Insurance*: a general average dispute heard in the Commercial Court involving expert evidence as to engineering and technical ship management.
- *Maersk Illinois (Maersk Line v Spliethoff Transport BV)*: this dispute raised an important and apparently novel question concerning the allocation of risk and responsibility under a charterparty as between the owners and charterers, regarding damage to the vessel caused by negligence of stevedores in circumstances where stevedores were appointed and paid by charterers but were also deemed to be owners' servants.
- *RSA Arbitration No. 2310*: a claim before the Refined Sugar Association for damages arising out of the shipment of cargoes of sugar, with liability turning on disputed factual and expert evidence. In addition, the tribunal was required to determine the novel question of whether the supply of sugar processed using the phosphotation method was illegal under EU law.
- *LCIA Arbitration No 163325*: a dispute arising on the sale and purchase of a cargo of steel billets. In addition to the market loss claims advanced, the tribunal had to consider whether or not the buyer had issued a conforming letter of credit.
- *Thorco Shipping A/S v SQM SA*: this case concerned an owner's allegation that the loading port was unsafe. In addition to determining that question with the assistance of expert evidence, the tribunal had to determine a previously unresolved question in relation to the meaning of the "always accessible" warranty in the charterparty.

Recent instructions

Since 2001, Sean Snook has been instructed by over 120 firms of solicitors to act and/or advise in over 420 disputes. Some examples of recent instructions are set out below.

- *ISDA Master Agreement*: for Merrill Lynch in the defence of claims made against it by SpB hf (an Icelandic bank) following termination of various swap agreements. In addition to disputes about the net balance payable on termination, the dispute involved questions of waiver and issues relating to the local insolvency law.
- *Banking*: advice to a litigation funder on the merits of a claim made by an investment fund for damages arising out of futures and options trading on the London Metal Exchange. In addition to claims in contract, the claimant alleged that the losses were the result of fraud and/or conspiracy on the part of the defendants.
- *Charterparty/Bills of Lading*: settling pleadings in a dispute concerning cargo damage said to arise from improper storage. The dispute raises an interesting question as to the responsibility of the owner for loss and damage arising in circumstances where there were (or may have been) latent defects in both the goods and the vessel.
- *Bills of Lading*: whether the owners were liable for deviation in circumstances where the vessel had been sent to a prohibited port by the charterers and had then been arrested in that port in respect of amounts which had been unpaid by a previous charterer and where the owners impecuniosity prevented the owners procuring security to release the vessel from that arrest.
- *Charterparty/Commodities*: whether the owners were liable for contamination of a cargo of oil and, if so, the correct quantification of that liability by reference to expert evidence.
- *Jurisdiction*: whether a claim issued in the High Court for repayment due under various loan agreements was likely to be stayed by the court pursuant to Articles 27 and 28 of the Brussels Regulation in favour of proceedings issued in Greece by some (but not all) of the defendants.
- *Information Technology*: advice to the purchaser of a bespoke software system with regard to whether various delays in delivery constituted anticipatory breaches of contract on the part of the service provider and as to the purchaser's right to liquidated damages.
- *Charterparty*: advice on the right to exercise a lien over cargo in circumstances where there were various discrete and competing claims to payment.
- *ISDA Master Agreement*: advice on a mis-selling claim arising under a swap agreement.
- *Commodities*: settling claim submissions for an Indian buyer of zinc in a quality claim with its Swiss counterparty. The claim included allegations of misrepresentation, a claim to rectification and a related claim for breach of a refining and smelting services agreement.

- Issue Estoppel: whether a South African decision with regard to the arrest of a vessel for security in which part of a claim was found to disclose no arguable case gave rise to an estoppel in the substantive dispute governed by English law.
- Arbitration: advice as to whether an arbitration award could be challenged under section 67 or 68 of the Arbitration Act 1996 in circumstances where the tribunal had concluded that a party's insolvency applications in Hong Kong constituted a breach of the parties' arbitration agreement.
- Commodities: advice on the quantum of damages payable following late delivery of a cargo of naphtha in circumstances where there was, unusually, no physical product available in the market at the relevant time.
- Charterparty: advice as to whether the head owner's refusal to comply with an order which would have placed it (a US based company) in breach of United States State Department sanctions entitled a sub-sub-charterer (a non-US company) to refuse the equivalent order notwithstanding that the sub-sub-charter did not expressly incorporate anti-sanctions term.
- Letters of Credit: whether the issuing bank was entitled to refuse to make payment on the ground that the documents presented were discrepant.
- Performance Bond: whether the bank was entitled to refuse payment following a demand and, if so, whether this gave rise to a claim (in contract and/or tort) against the advising bank.
- Guarantee: whether the guarantee instrument was a true guarantee or an indemnity.
- Charterparty: whether certain claims passed up the charterparty chain were too remote to be recovered.
- Admiralty: Advice to the owners of a vessel which had been involved in a collision with two other vessels in the South China Seas.
- Illegality: whether a contract for the supply of steel pipes to Iran was tainted with illegality by reason of U.S. State Department sanctions.

Shipping

- *Cape Bonny v Ping an Property & Casualty Insurance*: for the defendant insurer in a dispute concerning the owner's claim in General Average. The claim, which is listed for trial in the Commercial Court in October 2017, will involve expert evidence as to engineering and technical ship management.
- *Neon Shipping Inc. v (1) Foreign Economic & Technical Co-operation Co. of China & (2) Jinling Shipyard*: for the defendant shipbuilders in a dispute concerning the nature and scope of the builder's obligation to deliver the vessel fit for "normal worldwide service" and the impact of the contract's limitation provisions on any claims made pursuant to that obligation.
- LMAA Arbitration: for the claimant owner in its claim for damages following late redelivery of the vessel by the respondent time charterer. The claim required the tribunal to determine whether the principles laid down in *The Johnny* [1977] 2 Lloyd's Rep. 1 should be applied as a general rule to claims under time charters.
- *Libyan Navigator Limited v Lamda Maritime Holdings/Standard Tankers LLC*: for the sub-charterers in its application for interpleader relief arising out of an alleged claim by head owners to exercise a lien over freight due under the sub-charterparty.
- *Lambert Navigation v RGL Group Ltd./ACE Insurance Limited*: with Timothy Hill Q.C. for the claimant shipowner in its claim for the payment of a general average contribution pursuant to an average bond and general average guarantee.
- LMAA Arbitration: for the respondent charterers in a claim arising out of damage to the vessel's cranes where the main issues were as to the scope of the charterers' duties in and about cargo operations, whether the master had a duty to intervene to prevent the damage and whether (by reference to expert evidence) the loss was in fact caused by "hidden damage".
- London Arbitration: for the respondent buyers of a vessel in a dispute with the sellers concerning whether (by reference to expert evidence) the vessel was "in every respect physically ready for delivery" and/or "in substantially the same condition as when inspected" pursuant to the Norwegian Sale Form 1993 terms.
- LMAA Arbitration: for the disponent owner/charterer in the middle of a multi-charter dispute for whom the main issue was whether it was entitled to pass on claims down the line notwithstanding the insolvency of the party immediately below it in the chain.
- LCIA Arbitration: with Timothy Young QC for the defendant buyers in a dispute arising out of a series of shipbuilding contracts, the main issue being whether the parties had excluded the right to claim liquidated damages in the event of delay.
- London Arbitration: with Michael Coburn QC for the defendant shipbuilder in a dispute arising out of the manufacture and delivery of bulk carriers, in particular whether the seller was entitled to tender a substitute vessel following a delay in construction.
- LMAA Arbitration: with Christopher Hancock QC for the claimant owners in a multi-party dispute concerning a claim for hire, the scope of the implied indemnity under clause 8 of the NYPE form and liability for cargo damage and delay to the

vessel.

- *CSAV/Norasia v Hub Shipping*: for the claimant carrier in a dispute arising out of the loss of a vessel.
- LMAA Arbitration: with Richard Lord QC for the defendant shipyard in claims arising out of alleged delayed delivery raising the scope of the prevention principle and extent of permissible delay allowed under such contracts.
- LMAA Arbitration: for the claimant owners in a dispute concerning the validity of claims against the third party guarantor of the charterer's obligations.
- *Monsoon v MOT Iraq; VOSCO v MOT Iraq*: for the Iraqi Ministry of Trade in a series of claims arising out of the sale and delivery of rice into Iraq raising issues as to the scope of the Centrocon strike clause and the ambit of the sovereign immunity defence in claims against Iraqi government entities.
- *FT Everard & Sons Limited v BP Marine Limited*: with Christopher Hancock Q.C. for the shipowner in a claim for damage to the vessel's engine systems.
- *Corus v STX Pan Ocean*: for the claimant cargo owner in its claim for declaratory relief under bills of lading.
- *Pimesa Trading Incorporated v Kintyre Limited*: with Timothy Young Q.C. in claims arising out of the sale of an oil rig.
- *Kwacoli Shipping Ltd. v Delta Exports Pte Ltd*: for the cargo sellers in a bill of lading claim raising issues of fraud, jurisdiction and the legality of an LOI.
- *Stocznia v Latrefers*: with Angus Glennie Q.C. for the purchasers in a shipbuilding claim.
- *Surzur v Koros & Others*: for one of the defendants to a claim of tortious conspiracy arising out of a ship sale and purchase agreement.

International trade and commodities

- *Trade Finance Partners Limited v Emporio Medical D.O.O, Valentis Pharmaceuticals GmbH, Gregor Jurkovic & Urska Jurkovic*: for the claimant company in its Commercial Court claim for the balance of amounts due under a trade finance scheme operating in Slovenia. Claims were made against the original trade finance partner and the individual guarantors; in addition to the trade finance dispute, the claim raised complex conflict of laws issues.
- LCIA Arbitration no. 132533: for the respondent buyers in a dispute arising out of a CFR contract for the sale and purchase of iron.
- GAFTA Arbitration No. 14-165A: with Michael Coburn QC for the claimant sellers in their claim for sums due under various sales contracts for the delivery of rice to West Africa.
- *AK Kablo v Intamex*: for the claimant sellers in response to the buyers' challenge to an LME award.
- LME Arbitration: for the claimant sellers in a dispute arising out of a CIF contract for the sale and delivery of copper.
- *ED & F Man v Fluxo-Cane; Marex v Fluxo-Cane; Sucden v Fluxo-Cane*: for the defendant Brazilian sugar trader in a series of claims arising out of sugar futures and options trading on ICE.
- LCIA Arbitration no. 81015: for the claimant buyers in claims arising out of the sale and purchase of chrome concentrates.
- LCIA Arbitration no. 91353: for the buyers in claims arising out of the sale and purchase of aluminium.
- RSA Arbitration: with Timothy Young QC for the claimant sellers in a claim arising out white sugar futures contracts traded on Euronext LIFFE.
- RSA Arbitration no. 298: with Andrew Baker QC for the sellers in a quality/condition claim arising out of the sale of Brazilian sugar.

Banking and derivatives

- *Lehman Brothers International (Europe) v (1) DZ Bank; (2) Bank of New York Mellon*: for the claimant bank in its claim for sums payable on the termination of a Global Master Repurchase Agreement ("GMRA") following the claimant's entry into administration in 2008. In addition to the dispute as to the proper valuation of securities under this transaction, the claim against the second defendant raises issues as to the eligibility of certain of those securities under the GMRA and related collateral management agreements.
- *Lehman Brothers Finance A.G. v Bank of Singapore Limited*: for the defendant bank in a claim by the liquidator for the balance said to be due under a series of equity derivatives transactions made pursuant to an ISDA Master Agreement following the early termination of that agreement arising on the collapse of Lehman Brothers.
- *MCS Holding Ltd. & Others v ABN Amro Bank N.V.*: with David Owen QC for the defendant bank in proceedings before the Brussels Commercial Court in a dispute as to the validity of certain resolutions passed by the claimant hedge funds (as

bondholders under the terms of a trust deed) purporting to postpone the date for conversion of Euro-denominated notes.

- *Société Générale S.A. v Saad Trading, Contracting & Financial Services and Mr. Maan Al-Sanea*: with Alexander Layton QC for the claimant bank in its claim for payment from its customer (and its guarantor) pursuant to certain letter of credit transactions. The claim raised issues of construction and application of the UCP 600 terms, expert evidence as to banking practice and whether the amounts were recoverable under an implied contract and/or in restitution.
- *Deutsche Bank v Regione Lazio*: for the defendant Italian municipality in a dispute as to the validity of certain interest rate swap transactions conducted pursuant to an ISDA swap.
- *BNPP v Emcure*: for the claimant bank in claims arising out of derivative transactions (foreign currency swaps and options) pursuant to an ISDA Master Agreement.
- *OWB v Fortis*: for the guarantor bank in a claim on a performance bond.
- *Haugesund & Narvik Kommunes v DEPFA ACS Bank*: with Iain Milligan QC for the Norwegian Kommunes in their claim for declaratory relief in respect of certain swap transactions made with the bank, raising issues of capacity, borrowing powers, restitution and the scope of the defence of change of position.
- LCIA Arbitration no. 3434: with Iain Milligan QC for a leading Wall Street investment bank in a claim involving allegations of professional negligence.

General commercial

- Arbitration: with Alexander Layton QC for the claimant in its claim for the recovery of certain levy payments made to the respondent government pursuant to the claimant's right to mine and export bauxite; and for declaratory relief in respect of the claimant's rights under certain local bauxite and taxing statutes. The respondent government counterclaimed, alleging further levy payments were due. The value of the parties' claims and counterclaims totalled approximately US\$75 million.
- ICC Case No: 20272/TO: for the claimant in its C\$38,000,000 claim against its former partners in a dispute concerning their joint venture company's proposed development of an aluminium wheel plant in Trinidad and Tobago.
- *Goldington v Nemetona*: for the claimant in its High Court claim for payment/damages pursuant to a settlement agreement arising out of a GAFTA arbitration. The claim raised an interesting issue as to the scope and ambit of the law on penalty clauses, in particular whether the claim, on the true construction of the instrument, fell within the rule laid down by the House of Lords in *Thompson v Hudson* (1869) 4 H.L. 1.
- *Engine Developments Ltd. v Lotus Cars Limited*: with Lawrence Akka QC for the defendant in a Commercial Court claim for debt/damages arising out of the delivery of high-performance racing car engines for use in the Indycar Racing Championship.
- LCIA Arbitration: for the respondent buyer in the seller's claims for damages following the alleged failure of the buyer to open a conforming letter of credit in good time which was said to have led to delays in loading/discharging cargo. The dispute raised extremely unusual issues of causation and remoteness in that the damages claimed related to payments due under a separate contract which had only been entered into by the claimant sellers after the alleged breach of contract by the buyers.
- London Arbitration: with Philip Edey QC for one of the parties to a joint venture in a dispute arising out of the parties' purchase of a portfolio of distressed debt. The parties had entered into a complex web of agreements and the issues included breach of warranty, alleged misrepresentation and whether the agreements had been validly terminated.
- ICC Arbitration/Commercial Court: with James Lewis QC for one of 12 defendants to a \$2 billion claim in respect of disputes arising on the restructuring of a company and its financing arrangements. The underlying disputes were to be arbitrated but the High Court action dealt with a challenge to jurisdiction based on the domicile of the defendants pursuant to the Brussels Regulation.
- Arbitration No. 96/1998 of the Arbitration Institute of the Stockholm Chamber of Commerce: with Nicholas Strauss QC and Duncan Matthews QC for the purchasing company in its claim arising out of pensions mis-selling and related matters.
- ICC arbitration no. 12238/DK: for the Finnish-German consortium in a project financing dispute concerning the development of a thermal power station project in Russia.
- *Esso Petroleum Co. Ltd. v Addison & Others*: with Murray Pickering QC for the licensees in their dispute with Esso over the terms of their licence agreements and obligations arising under the Tiger Token promotion.

Insurance and reinsurance

- *LOV NB49 v Axa Corporate Solutions Assurance*: With Michael Ashcroft QC for the claimants in their claim arising out of the loss of a yacht on its maiden voyage.
- London Arbitration: with Christopher Hancock QC for the insurers in a Bermuda form claim arbitration arising out of

damage said to have been caused by the use of MTBE in the United States petrol industry.

- *Hiscox v Ghiolman*: for the insured in a jurisdiction dispute as to the application of Council Regulation no. 44/2001.

Company law

- *Wolman v Weller*: for the owner of shares in a claim for breach of contract and/or trust.
- *Allantone Supplies Ltd. v J. Boston & Sons (Shipping) Limited*: for the company in an insolvency related claim.

Other

- *Guerrero & Others v Monterrico Metals plc*: for the claimant Peruvian miners in a claim for damages arising out of alleged mistreatment at a mine in Peru.

Recommendations

Recommended in Commodities and Shipping. [The Legal 500 UK Bar 2020](#)

He has a good understanding of the sugar world and brings a lot of commercial cleverness to cases. [The Legal 500 UK Bar 2020](#)

Very easy to work with, he is great at explaining issues in plain English, and he grapples with complex, multifaceted cases with ease. [The Legal 500 UK Bar 2018](#)

He is considered, thorough and excellent at breaking down an issue. [The Legal 500 UK Bar 2018](#)

He combines a sophisticated understanding of trading with outstanding forensic skills. [The Legal 500 UK Bar 2017](#)