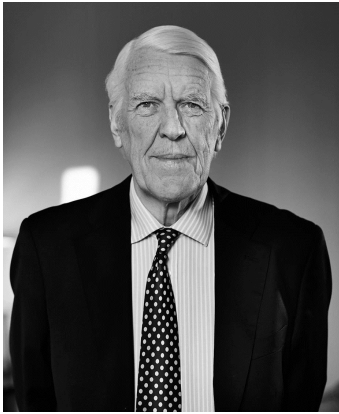


Sir Peter Cresswell



2008-present Arbitrator and Mediator in domestic and international commercial and business law disputes in both London and overseas.

Arbitrations as Chairman or Party Appointed Arbitrator in arbitrations administered by ICC, LCIA, SIAC, etc. in the fields of banking/financial services/derivatives, international sales of goods and businesses, construction, renewables etc.

Over 60 mediations as mediator with a very high settlement rate.

2008-2011 Authorised to deal with cases in the Court of Appeal (Criminal Division) and the High Court of Justice England and Wales.

2009-2014 Part time Justice Grand Court of the Cayman Islands (Financial Services Division) assisting the Chief Justice to start a Commercial Court. [This time provided experience of the hedge fund industry and other financial services in the world's fifth largest financial centre].

2011-present Judge of the Qatar International Court.

1991 – 2007 Judge of the Commercial and Admiralty Courts.

1991 – 2007 Judge of the High Court of Justice, Queen's Bench Division.

1993 – 1996 Judge in charge of the management of the Lloyd's Litigation.

1993 – 1994 Judge in charge of the Commercial Court.

1990 Chairman of the General Council of the Bar of England and Wales.

1983 – 1990 Queen's Counsel.

1986 – 1990 Recorder.

1966 Called to the Bar, Gray's Inn.

1962 – 1965 Queens' College Cambridge MA, LL.M.

Deputy Lieutenant of Hampshire

Qualifications and Memberships as Arbitrator and Mediator

Fellow of the Chartered Institute of Arbitrators

Member of the LCIA.

Member ICC UK

Member ICC UK Committee on Banking Technique and Practice

Accredited Mediator (by ADR Group, ADR Chambers (UK) Ltd and Clerks Room)

Experience in the Commercial Court.

17 years' experience in dealing with claims arising out business, commerce and trade including in particular claims relating to:

- (a) insurance and re-insurance;
- (b) banking and financial services;
- (c) shipping and the construction of ships, oil rigs, etc.;
- (d) the exploitation of oil and gas reserves and other natural resources;



- (e) the carriage of goods by land, sea, air or pipeline;
- (f) the export and import of goods;
- (g) arbitration;
- (h) international disputes between states;
- (i) business contracts and documents;
- (j) the operation of markets and exchanges;
- (k) the purchase and sale of commodities;
- (l) major construction projects/domestic and international;
- (m) business agency;
- (n) disputes concerning information technology.

Examples of cases handled between 1991 and 2007 are set out in Appendix 1.

Publications

Encyclopaedia of Banking Law 1982 – present (with others).

Memberships

Chairman of Commercial Court Working Party on Electronic Disclosure – Report dated 6 October 2004.

Chairman of various committees concerned with Information Technology for the Judiciary for about 10 years.

Civil Justice Council 1999 – 2003.

Chambers

3 Verulam Buildings, Gray's Inn, London, WC1R 5NT.

Telephone 0207 831 8441.

Fax 0207 831 8479

DX LDE 331

Senior Practice Manager – Paul Cooklin

London Home

Flat - 3 Verulam Buildings, Gray's Inn, London, WC1R 5LQ

Email p.cresswell@btinternet.com

APPENDIX 1

Examples of cases when serving as a judge of the Commercial Court 1991 - 2007

Insurance and re-insurance

Judge in charge of the management of the Lloyd's Litigation. The Lloyd's litigation was the largest and most extensive civil litigation in England and Wales. Leading cases included Merrett (31.10.95), Clementson (1996) Times, 14 May and Jaffray [2000] All ER (D) 1674 and [2002] All ER (D) 399.

Other insurance and re-insurance cases:

- Encia Remediation Ltd v Canopus Managing Agents Ltd [2007] 2 All ER (Comm) 947 (extent of coverage under a professional indemnity policy).
- Halifax Life Ltd v The Equitable Life Assurance Society [2007] All ER (D) 212 (reassurance of non-profit business – expert determination – jurisdiction to order expert to provide further reasons).
- CGU International Insurance Plc and others v AstraZeneca Insurance Co Ltd [2006] Lloyd's Rep IR 409 and [2007] 1 All ER (Comm) 501 (worldwide excess liability policy; reinsurance; proper law).
- BP Plc and others v GE Frankona Reinsurance Ltd [2003] All ER (D) 390 (co- insureds various oil and gas entities – meaning of the Open Cover and the effect of declarations made under it).
- Kleovoulos of Rhodes [2002] 2 All ER (Comm) 350 and [2003] 1 All ER (Comm) 586 (marine insurance - war risks policy - exclusion of liability for loss by reason of infringement of customs regulations).
- Aneco Reinsurance Underwriting Limited (in liquidation) v Johnson & Higgins Ltd [1998] 1 Lloyd's Rep 565 and [2001] 2 All ER 929 (reinsurance– negligence – measure of damages).
- Gan Insurance Co Ltd v Tai Ping Insurance Co Ltd [1999] Lloyd's Rep IR 229 and [1999] 2 All ER (Comm) 54 (insurance and re-insurance policies – proper law).
- Denby v English & Scottish Maritime Insurance Company Ltd and others and Yasuda Fire and Marine Insurance Company of Europe Ltd v Lloyd's Underwriting Syndicates 16.1.98 and 5.3.98 (the correct construction and effect of aggregate extension clauses).
- Figre Ltd v Mander and another (whether a valid and binding contract of reinsurance existed).
- Hill v Citadel Insurance Co Ltd and another [1995] Lloyd's Reinsurance Reports 218 and 5.12.96 (quota share treaties – whether re-insuring companies entitled to avoid treaty obligations).

Banking and Financial Services

- AIC Ltd v ITS Testing Services (UK) Ltd. The Kriti Palm [2006] 1 Lloyd's Rep 1 and [2007] 1 All ER (Comm) 667 (certificate of quality for cargo of gasoline – whether duty to disclose content of retests).
- Standard Chartered Bank v Pakistan National Shipping Corporation and others 1.4.98 and [2003] 1 AC 959 (letter of credit – falsely antedated bill of lading).
- Raiffeisen Zentral Bank Osterreich AG v Crossseas Shipping Ltd and others [1999] 1 All ER (Comm) 626 and [2000] 3 All ER 274 (alteration to guarantee – whether guarantee enforceable).
- Bankers Trust Company and another v PT Jakarta International Hotels & Development [1999] All ER (D) 314 (ISDA master agreement containing an LCIA arbitration clause – injunction to restrain action in South Jakarta).
- Sierra Leone Telecommunications Co Ltd v Barclays Banks Plc [1998] All ER (D) 626 (account maintained by company wholly owned by foreign Government – coup –who was entitled to operate the mandate?).
- Hong Kong Banking Corp Ltd v GD Trade Co Ltd 22.4.97 and [1997] All ER (D) 88 (whether instruments bills of exchange).



- Merrill Lynch Capital Services Inc v The Municipality of Piraeus 18.6.97 (international banking – the law governing the capacity of a foreign private or public corporation).
- R v Investors Compensation Scheme Ltd ex parte Weyell and another [1994] 1 All ER 601 (the proper interpretation and application of the Financial Services (Compensation of Investors) Rules 1990).
- The Swaps Litigation

Shipping and the construction of ships, oil rigs etc

- Kellogg Brown & Root Inc v Concordia Maritime AG and others 21.12.06 (purchase of VLCCs – claim under a guarantee).
- Brasoil and Petrobras v FPSO Construction Inc and another (24.6.05 and [2007] EWHC 1359 (Comm), [2007] 2 All ER (Comm) 924) (the conversion of a VLCC into a FSO - P38 and the conversion of a crane platform into a FPU - P40).
- Bergen Industries and Fishing Corporation and others v Holding Company Dalmoreproduct and another 1.8.01 (claim for hire relating to 14 super trawlers).
- The Lendoudis Evangelos II 26.6.01 (cargo interests – general average – whether vessel seaworthy).
- The Bay Ridge [1999] All ER (D) 510 (whether negotiations resulted in a binding contract of sale).

The exploitation of oil and gas reserves and other natural resources

- Masri v Consolidated Contractors Group SAL and others 24.10.05 (jurisdiction).
- BHP Billiton Petroleum Ltd and others v Dalmine SpA [2002] All ER (D) 231 and [2003] All ER (D) 390 (steel pipes used in the construction of a sub-sea gas re-injection pipeline serving oil and gas fields - misrepresentation and causation).

The carriage of goods by land, sea, air or pipeline

- P & O Nedlloyd Ltd and another v M & M Militzer & Munich International Holding AG [2002] All ER (D) 77 (transport agency services – goods delivered without presentation of original bill of lading).
- The Eurasian Dream 7.2.02 (cargo interests claim against carriers – whether vessel seaworthy).
- San Carlos Milling Co Inc v Mainsail Navigation Corporation 8.11.00 (voyage charterparty – claim for short delivery).
- Esso Petroleum Co Ltd v Texaco Ltd and others 19.10.99 (Participants Agreement – pipeline project).
- The Ikariada 2.7.99 (law governing the propriety of a bill of lading – whether bill of lading contractual and proper).
- The Thomas Cook Group Ltd and others v Air Malta Company Ltd 6.5.97 (Warsaw Convention cargo claim – armed robbery).
- The Island Archon [1993] 2 Lloyd's Rep 388 and [1995] 1 All ER 595 (charterparty - whether ship owners entitled to indemnity).

The export and import of goods

- Marubeni Hong Kong and South China Ltd v Government of Mongolia [2004] All ER (D) 257 and [2005] 2 All ER (Comm) 289 (guarantee provided by government in respect of international sales contract).
- Bangladesh Export Import Company Ltd v Sucden Kerry SA 26.4.93 and 13.10.94 (whether the revocation of import licence to be treated as a frustrating event).



Arbitration

- The Casco 28.2.05 (whether claims in an arbitration under a charterparty were time barred).
- Metal Distributors (UK) Ltd v ZCCM Investment Holdings Plc (the extent of the jurisdiction of arbitrators and the legal principles to be applied in determining whether a particular dispute falls within the jurisdiction of an arbitral tribunal).
- Flight Training International v International Fire Training Equipment Ltd [2004] All ER (D) 123 (whether an agreement contained an enforceable agreement to arbitrate).
- American International Specialty Lines Insurance Company v Abbott Laboratories 28.11.02 (whether wording such as “the insurance ... shall follow all the terms and conditions of policy ...” sufficient to incorporate an arbitration clause in policy).
- Petroships PTE Ltd of Singapore v Petec Trading and Investment Corporation of Vietnam and others (the scope and ambit of sections 68 and 70 (4) of the Arbitration Act 1996).

International Disputes between states (and states and their people) and claims against states

- The litigation between Kuwait and Iraq in relation to aircraft and spares seized in the first Gulf war (Kuwait Airways Corp v Iraqi Airways Co [2004] All ER (D) 215).
- The Chagos Islanders (R (on the application of Bancourt) v Secretary of State for Foreign and Commonwealth Affairs [2006] 3 LRC 699 and [2007] All ER (D) 399).
- Kensington International Ltd v Republic of Congo 26.5.06 and [2007] EWCA Civ 1128 (execution of English judgments – attachment of debts alleged to be owed by state – injunction).

Business contracts and documents

- ProForce Recruit Ltd v Rugby Group Ltd [2007] EWHC 1621 (QB) (contract – construction – recruitment agency – meaning of ‘preferred supplier status’).

The duties of expert witnesses

- In civil litigation – The Ikarian Reefer [1993] 2 Lloyd’s Rep 68.
- In criminal cases – R v Bowman (2006) Times, 24 March.