

Cain in Lloyd's List: 'Ever Given Contract Ruling Highlights Value of Lloyd's Open Forms'

April 2, 2024 Fiona Cain

PRACTICES Shipping

Haynes Boone Counsel [Fiona Cain](#) was quoted in an article in *Lloyd's List* discussing the Ever Given contract ruling.

Read an excerpt below:

"The case serves as a reminder to parties to ensure, even when time is short, that a binding contract should be concluded between the parties on all matters," says Fiona Cain of Haynes Boone. ...

Fiona Cain, counsel in the shipping practice at law firm Haynes Boone, said that the court had found that the owners had failed to demonstrate that the parties' exchanges evinced an unequivocal intention to be bound. ...

"The case serves as a reminder to parties to ensure even when time is short that a binding contract should be concluded between the parties on all matters," she said.

"There was an urgency to conclude a contract, but Smit made clear that it was not prepared to proceed on a precontract speculative basis, as salvors occasionally do," Cain went on.

"While the parties had reached agreement on the remuneration terms, at no time did Smit indicate that this was enough. Basic issues were left unresolved and the skeletal nature of what was agreed was highly relevant to the question of whether the parties intended for it to be a binding contract."

To read the full article in *Lloyd's List*, [click here](#).