



GREENWAY CHAMBERS



## EDWARD COX

SOLICITOR 2000

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### BACKGROUND

Edward has a broad practice ranging from general commercial, shipping/transport, corporations/insolvency, equity and family law. He regularly appears in the Federal, Supreme, and District Courts; but also appears in appeals, inquiries and arbitrations. He has also appeared in commercial disputes and appeals in the Supreme Courts of Vanuatu and the Solomon Islands. He has prosecuted and defended environmental and other offences.

In addition Edward has a long standing connection with shipping and international law. He was ranked as a leading Senior Counsel in Transport/Shipping by *Chambers & Partners*, *Who's Who Legal* and *Doyles*.

Edward has been involved in sports arbitrations concerning Olympic selection disputes and disciplinary proceedings/appeals, both as counsel and arbitrator. He has conducted a number of arbitrations and mediations involving shipping and international disputes.

### FOCUS AREAS + SELECT CASES

#### COMMERCIAL LAW

*Semantic Software Asia Pacific Ltd v Ebbsfleet Pty Ltd* [2018] NSWCA 12 - (Contract, whether remedy identified was exclusive remedy, misleading and deceptive conduct, procedural fairness).

*Action Workforce Pty Ltd v Excel Supply Chain Pty Ltd* [2017] NSWCA 321 - (Contract of guarantee and indemnity, effect of settlement on damages).

*Sino Dragon Trading Ltd v Noble Resources International Pty Ltd* [2016] FCA 1131 - (Challenge to arbitral award under International Arbitration Act).

*Morris v McConaghy Australia Pty Ltd* [2018] FCA 435 - (Private international law, claim to wind up foreign corporation on just and equitable ground, jurisdiction, forum non-convenient, anti-anti suit injunction).

*British Marine Plc v Wollongong Coal Ltd & Jagatramka* [2015] FCA 303 - (Contract to guarantee charter party, whether contract capable of acceptance, Australian Consumer Law, breach of warrant of authority, estoppel, ostensible authority and reliance, whether claim apportionable, contributory negligence).

## CORPORATIONS AND EQUITY LAW

*Morris v McConaghy Pty Ltd* [2018] FCA 435 - (Private international law, claim to wind up foreign corporation on just and equitable ground, jurisdiction, forum non-convenient, anti-anti suit injunction).

*Re Elsmore Resources* [2016] NSWSC 856 - (Listing on ASX, breach of trust regarding share subscriber fees, Contracts Review Act).

*Toll Holdings Ltd v Stewart* [2016] FCA 256 - (Sale of Goods, insolvency).

*Multicfbm (Asia Pacific) Pty Ltd v Han* [2008] NSWSC 1339; 69 ACSR 106 - (Corporations Act, whether proceedings a nullity, challenge to solicitor's retainer).

*Action Workforce Pty Ltd v Excel Supply Chain Pty Ltd* [2017] NSWCA 321 (Contract of guarantee and indemnity, effect of settlement on damages) .

## TRANSPORT LAW

*The Ship "Sam Hawk" v Reiter Petroleum Inc* [2016] FCAFC 26 - (Foreign maritime lien, Admiralty Act 1988 (Cth), whether the Privy Council decision in the *Halcyon Isle* [1981] AC 221 applies in Australia, jurisdiction, supply of bunkers subject to US law maritime lien, choice of law, characterisation).

*Delaware North Marine Experience Pty Ltd v The Ship "Eye Spy"* [2017] FCA 708, [2017] 2 Lloyds Law Rep 463 - (Admiralty, bareboat charter, damages for excessive security, s.34 Admiralty Act 1988 (Cth)).

*Shagang Shipping Co Ltd v Ship Bulk Peace* [2014] FCAFC 48, [2015] FCA 682 - (Arrest of ship as security for arbitral award of USD66,356,281, application to set aside arrest for want of jurisdiction, meaning of 'owner', beneficial ownership under Admiralty Act 1988, damages for wrongful arrest under s.34).

*Newcastle Port Corp v The Owners of the Ship Magdalene* [2013] NSWLEC 210 - (Marine Pollution Act 1987, spill of 72,000 litres of heavy fuel oil, fine \$1.2 million).

*Cro Travel Pty Ltd v Australian Financial Management Pty Ltd* [2018] NSWCA 153 - (Whether freight forwarder's house bills of lading were misleading and deceptive in the hands of a financier, rights in negotiable bills of lading, Sea Carriage Documents Act 1997 (NSW), rights of a pledgee in unendorsed bills of lading, liability for breach of warranty of authority).