

JUNE 2023

Mining, Energy and Resources Decisions from the High Court,
Federal Court, State and Territory Supreme Courts, Environment
and Planning Courts and Tribunals and Mining Wardens

AUSTRALIAN RESOURCES LAW REPORTS

2022

GENERAL EDITOR
KANAGA DHARMANANDA SC

ASSISTANT EDITOR
ROBERT SIZE

REPORTER
ANNA ELIZABETH

VOL 16 — PART 1

PAGES 1-247

The mode of citation of this part will be:
16 ARLR

TABLE OF CASES REPORTED

Part 1 — Pages 1-247

Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd	1
Woodside Energy Julimar Pty Ltd; Armada Balnaves Pte Ltd v	1

(Cases in **bold** reported in this part)



THOMSON REUTERS

© 2023 Thomson Reuters (Professional) Australia Limited
ABN 64 058 914 668

Lawbook Co.

Published in Sydney

ISSN 1836-6775

INDEX

Part 1 — Pages 1-247

CONTRACT

- Doctrine of election — Services Agreement conferring express right on respondent to terminate at a specified time — Where respondent failed to terminate at specified time — Whether respondent's right to terminate lost by election by conduct — Where respondent insisted on continued performance and obtained valuable benefits under Services Agreement.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1
- Proper construction — Time for performance under Article 4.11 not specified — Whether reasonable time for performance — When reasonable time expired — Whether notice to perform required before termination for delay.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1
- Repudiation — Knowingly false statements by appellant that it had performed Endurance Trial — Whether repudiation by renunciation.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1
- Repudiation — Whether repudiation by appellant by reason of inability to perform Endurance Trial when performance fell due — Whether appellant wholly and finally disabled from performance of Endurance Trial.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1
- Repudiation — Whether repudiation to be inferred by reason of delay absent notice to perform.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1
- Services Agreement for construction and charter by appellant of vessel and floating facility for offshore oil production to be undertaken by respondent — Minimum time charter of four years — Dispute as to practical completion — Practical completion dependent upon Acceptance Tests and satisfactory performance of Endurance Trial under Article 4.11 — Delay in performance of Endurance Trial — Whether performance of Endurance Trial an essential obligation.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1

DAMAGES

- Breach of contract — Anticipatory breach — Whether appellant was required to prove it would have successfully performed Endurance Trial at appointed time on balance of probabilities — Whether performance of Endurance Trial was to be treated as a future hypothetical to be ascertained by reference to degree of probabilities or possibilities.
Armada Balnaves Pte Ltd v Woodside Energy Julimar Pty Ltd 1