



Judgment in *Basin Supply Corporation v (1) Rouge LLC (2) Claude Barret* [2018] CFI 057

James Weale (instructed by Dentons) acted for the successful claimant in a claim to enforce the terms of a promissory note and a related guarantee. This followed James' successful dismissal of a [jurisdiction challenge submitted to the JJC](#). H.E. Justice Ali Al Madhani held that an express choice of law agreement in a negotiable instrument was valid and enforceable (para 37). Moreover, the Court rejected the Second Defendant's case



that the guarantee was unenforceable by reason of a material variation pursuant to the rule in *Holme v Brunskill* (1871) 3 Q.B.D. 495 (paras 48-59). James also obtained an order for costs to be assessed



on the indemnity basis (para 65). A link to the judgment can be found [here](#).

James Weale
Barrister