



**MONDAY 7<sup>th</sup> APRIL 2014 – MORNING**

## **SHIPPING LAW**

**Time allowed – three hours**

**Answer any FIVE questions – all questions carry equal marks**

**Please read the questions carefully before answering**

1. The English courts have held that 'what constitutes a safe port' purely depends on the circumstances of each case. Discuss the legal principles and circumstances which courts take into account in judging whether or not a port was safe.
  
2. The vessel 'Sun' was time chartered to NorthEast Shipping for 12 months. NorthEast Shipping defaulted in hire payments and the vessel was withdrawn while in its 8th month of the charter party. The ship owners have sold the 'Sun'. It now transpires that bunkers were supplied to the vessel while chartered to NorthEast Shipping and the bunker receipt, signed by the Master of the vessel, was addressed to Charterers/Owners/Master.

Advise the bunker suppliers on their legal rights and remedies.

3. Using suitable case law, discuss in what circumstances a claimant may consider the following proceedings before the Admiralty Court in England:
  - a) Freezing Injunction (formerly Mareva Injunction)
  - b) in rem proceedings.
  
4. Both the common law and the Hague-Visby Rules require the ship owner to ensure the vessel is seaworthy. How do the obligations differ? Discuss both with suitable case laws.

**PLEASE TURN OVER**

5. In the case of 'The Timna' it was observed that "It is a good working rule...to give Notice of Readiness and to go on giving such notices in order that, when later the lawyers are brought in, no one shall be able to say; if only the Master had given Notice of Readiness, laytime would have begun and the Owners would now be able to claim demurrage".

Discuss this with particular reference to:

- (a) when laytime starts for both port and berth charter parties
- (b) case law
- (c) what happens if the Notice of Readiness is invalid.

6. Article 4 of the 1976 (London) Convention on Limitation of Liability states, "A person liable shall not be entitled to limit his liability if it is proved that the loss resulted from his personal act or omission, committed with the intent to cause such loss, or recklessly and with knowledge that such loss would probably result."

Explain the meaning and use of article 4 with suitable case law examples.

7. The two basic forms of charter party contracts in the carriage of goods by sea are voyage charters and time charters. Discuss:
- a) the difference between a voyage charter and a time charter contract
  - b) the liabilities of the parties under the two different contracts, with reference to suitable case law.
8. The Salvage Convention 1989 is seen as being pro-salvor and pro-environment. Discuss this statement with appropriate case law and examples.