



WEDNESDAY 13th APRIL 2016 – AFTERNOON

SHIPPING LAW

Time allowed – three hours

Answer any FIVE questions – all questions carry equal marks

Please read the questions carefully before answering

1. Answer **BOTH** parts of the question with suitable examples.
 - a) Define and explain an *in rem* action. Are there any advantages to an *in rem* action to that of an *in personam* action?
 - b) Discuss the restrictions on the use of the *in rem* procedure and the development of the sister ship arrest in the admiralty jurisdiction.

2. The charterers have engaged a weather routeing service, which provided them with a report stating that the ship lost time on the voyage. The charterers then proceeded to deduct the amount stated in the report from the next month's hire payment. The shipowners argue that they were unaware of the existence of the weather routeing service for the charter party contract and have refused to accept the deductions.

Advise the shipowners on the legal arguments to defend their position against deductions from hire.

3. Under common law, the charterer is under an implied obligation to nominate a safe port. 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 deciding whether or not a port is safe.

4. What is the SCOPIC clause and how does the SCOPIC tariff benefit the salvors?

PLEASE TURN OVER

5. Answer **BOTH** parts of the question

- a) What is deadfreight, and how is it calculated?
- b) Under what circumstances can the shipowner claim damages for detention, and how does this differ from the demurrage regime?

Use suitable examples to support your answer.

6. Article IV *bis* (2) of the Hague-Visby Rules provides that if a claim is brought against the servants and agents of the carrier in relation to cargo claims the servant and agent is entitled to the same defences as are available to the carrier himself. However, Article IV *bis* (2) makes it clear that such defences are not available to independent contractors, such as stevedores. Discuss with suitable examples.

7. It is a key feature of the time charter party that hire is paid in advance. Discuss the following with suitable case law.

- a) Late payment of hire and its consequences, and
- b) The reasons a time charterer may want to include an anti-technicality clause into the contract.

8. Describe the function and purpose of MARPOL with reference to the other pollution conventions. What further pollution issues do you think may be addressed by MARPOL in the future?