



THURSDAY 18TH MAY - 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.

It is a key feature of a time charterparty that hire is paid in advance. Discuss

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

Use suitable examples to support your answer.

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

- a) When is a safe port warranty implied in time and voyage charter parties?
- b) What is a lien and cesser clause intended to achieve, and how is it used in English law?

Use suitable examples to support your answer.

3. Discuss the SCOPIC clause, supplementary to any Lloyd's Form Salvage Agreement, and how it benefits the salvors?

Use suitable examples to support your answer.

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

- a) Discuss port congestion and the 'Laura Prima' (1982) ruling.
- b) Why do 'Both to Blame' clauses exist?

Use suitable examples to support your answer.

PLEASE TURN OVER

5. Answer **BOTH** parts of the question.
- a) The reasons for limitation of liability and the development of the limitation rules, as contained in the 1957 and the 1976 Limitation Convention.
 - b) Conduct that will bar a person's right to limit his liability.
- Use suitable examples to support your answer.
6. A vessel on a voyage charter carries fuel oil. The cargo retention clause and a pumping warranty found in the Charterparty required the vessel to discharge its entire cargo within 24 hours of berthing. At the port of discharge the charterers ordered the vessel to wait outside the port limits while they resolved problems with their Letter of Credit.
- After one week the vessel was allowed to enter the port and the discharge of the cargo took 42 hours. Following discharge, a shortage of cargo was found. Further, the sailing of the vessel was delayed as a result of the attendance on board of various surveyors who wished to investigate the cause of the cargo shortage.
- Advise the owners as to their rights and remedies. Use suitable examples to support your answer.
7. Answer **BOTH** parts of the question.
- a) The advantages a maritime claim may have over other types of lien.
 - b) The distinction between a common law possessory lien and an equitable lien.
- Use suitable examples to support your answer.
8. The Athens Convention (Merchant Shipping Act 1995) has a significant impact on passenger claims.
- Discuss, with particular reference to the carrier's liability and right to limit liability.