



THURSDAY 23rd NOVEMBER – AFTERNOON

SHIPPING LAW

Time allowed – three hours

Answer any FIVE questions – all questions carry equal marks

Please read the questions carefully before answering

1. Why is it important to establish when a ship has arrived at her destination in the context of a voyage charterparty and how would the English courts decide whether a ship has arrived?
2. Compare the Common law obligation of a shipowner to provide a seaworthy ship to the obligation set out under the Hague Visby Rules.
3. Explain whether in your opinion the Rotterdam Rules will or will not be beneficial for the requirements of modern shipping and whether the Rules should or should not be adopted.
4. Vessel 'A' was proceeding too fast in a narrow channel with an inadequate lookout on board. Vessel 'B' was proceeding in the opposite direction. Vessel 'A' failed to observe vessel 'B' until too late, resulting in a collision. As a result, vessel 'B' was towed to dry-dock and required extensive repairs to its damaged hull.

Advise the shipowners of the 'B' of their legal rights and remedies against the shipowners of the vessel 'A', particularly in relation to the quantum of their claim.
5. Discuss the requirements of arresting a vessel and how this is achieved in practice under English law.

PLEASE TURN OVER

6. A vessel was chartered to carry a cargo to Kolkata, India under a berth charterparty containing a WIBON and 'Always Accessible Clause.' Upon the vessel's arrival, the berth was occupied and a few weeks later the vessel proceeded to berth and discharged part of her cargo. Afterwards the vessel was ordered to the anchorage because the charterers/ receivers had not paid customs dues on the remaining part of her cargo.

Seven weeks later, the vessel is still at the anchorage with part of her cargo on board. The owners are concerned, as they have not received any money from the charterers apart from freight. Advise the owners as to their legal rights and remedies.

7. Using case laws and examples discuss how maritime liens arise and why they are preferred over any other type of liens.

8. In the case of *The Timna* [1971] it was said "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 when laytime starts for both port and berth charterparties and discuss what happens if the Notice of Readiness is invalid.