



INSTITUTE OF
CHARTERED
SHIPBROKERS

MAY 2021 EXAMINATION SESSION
WEDNESDAY 26TH MAY 2021 - AFTERNOON

SHIPPING LAW

Time allowed – three hours

Answer any FIVE questions – all questions carry equal marks

Please read the questions carefully before answering

- 1 Discuss with reference to relevant case law and regulation, the defences of ‘inevitable accident’ and ‘agony of the moment’ in the event of a collision incident.
- 2 A vessel was chartered for a trip-time charter. The warranted speed was about 14 knots. While on charter, the vessel gave an ETA of 1st April, but due to a main engine breakdown she did not arrive until 10th April. The charterers had to pay a penalty to the shippers due to the vessel’s late arrival. Further, loading was delayed because of continuous breakdowns of ship’s cranes, and, whilst at the berth, the main engine was overhauled. The vessel then proceeded to the discharge port, but she could only achieve an average speed of 10 knots.

Please advise Charterers of their legal rights.

- 3 What is the SCOPIC clause, and how did *The Nagasaki Spirit* case contribute to the development of the SCOPIC Clause? Does the SCOPIC Tariff, in your view benefit the salvors?
- 4 Discuss the advantages and disadvantages of mediation and arbitration, to that of adjudication before the High Court in commercial matters. Include in your answer references to the different types of dispute resolution offered in London and New York for maritime disputes.
- 5 The *in rem* claim form can only be served on the wrongdoing vessel if it belongs at the time of arrest to the person who is liable *in personam*, and if it were within the admiralty court jurisdiction. Discuss, with reference to relevant case laws, the restrictions on the use of the *in rem* procedure and the development of the sister ship arrest in the admiralty jurisdiction to counter the above restrictions.

PLEASE TURN OVER

- 6 The two popular forms of charterparty contracts in the carriage of goods by sea are voyage charters and time charters. Discuss with suitable case laws: a) the difference between a voyage charter and a time charter contract, and b) the legal obligations of the parties to the two different contracts.
- 7 Explain the English Admiralty Court procedure and practice for obtaining a freezing injunction. Use examples of relevant case law to support your answer.
- 8 Answer **BOTH** parts of the question.
 - a. Discuss the advantages a maritime claim may have over other types of lien.
 - b. What is the distinction between a common law possessory lien and an equitable lien? Give suitable case laws in the discussion.