



**NOVEMBER 2024 EXAMINATION SESSION  
WEDNESDAY 20<sup>th</sup> NOVEMBER 2024 – AFTERNOON**

## **SHIPPING LAW**

Time allowed – three hours

Answer any FIVE questions – all questions carry equal marks

Please read the questions carefully before answering

1. The charterer's right to nominate a port is subject to an express warranty as to the safety of the nominated port. By implication, the warranty will also extend to the berths within the port. Critically discuss with suitable case law reference the parameters applied by an English court while determining if a nominated port was safe or was in violation of 'safe port warranty'.
2. The vessel DIAMOND, which was time chartered for a period of 18 months suffered damages and was dry-docked for 4 months to undergo repairs. Earlier, it was found on inspection that DIAMOND had an incompetent engine room crew, necessitating repatriation, and time was lost as a result. The time charterers have now threatened the shipowners that they will be seeking legal advice to establish if it would be advisable to terminate the time charterparty contract as this was the second time in 6 months that the DIAMOND had encountered problems resulting in delays. The time charterers are now worried that the DIAMOND may be unseaworthy.

Critically discuss with suitable case law reference, if under the given circumstances, the time charterers can terminate the charterparty contract.

3. Discuss the **advantages** and **disadvantages** of mediation and arbitration, to that of a litigation before a court in commercial matters. Include in your answer references to the different types of dispute resolution offered in various centres of arbitration for maritime disputes.

**PLEASE TURN OVER**

4. The vessel *Crystal Palace* was voyage chartered to carry coal. The charterparty required the tender of NOR 'on vessels arrival at load/discharge ports within port limits'. When the vessel arrived at the load port, the vessel was unable to proceed directly to berth due to port congestion. Instead, the vessel anchored at a location directed by the port authorities, and tendered an NOR. The charterers have proceeded to reject the NOR as being invalid as the vessel was not an 'arrived ship' as she was outside the port limits. The shipowners on the other hand contend that the NOR was valid as the vessel was an 'arrived ship' as the vessel was anchored in the location where she was directed to by the port authorities.

Critically discuss with reference to suitable case law reference, if the NOR issued can be considered valid.

5. A cargo of grapefruits was shipped on board the vessel *Safe Ship* to be carried to London. The carriers guaranteed that the ship would proceed directly to England. Unknown to the shipper, *Safe Ship* called into an intermediary port, causing it to be delayed in its arrival in England, during which period an additional import duty on citrus fruits were imposed. The shipper has now brought a claim for damages for the increased duty payable on the cargo of grapefruit. The shipowners are contending that the bill of lading contained a liberty clause allowing the vessel to call at a port enroute to London.

Critically discuss with suitable case law reference, the rights of the cargo interests to bring a claim.

6. Critically discuss with suitable case law reference, the defences of 'inevitable accident' and 'agony of the moment' in the event of a collision incident.

7. Answer **BOTH** parts of the question with suitable case law reference.

- a) How did the decision in **The Nagasaki Spirit** change the course of compensation to be paid for salvage services?

- b) What is the legal relationship between a tug and a tow under a towage contract.

8. 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.