Using examples of your own choice, discuss (a) an instance of how the breach of an innominate term could permit the injured party to terminate the contract and (b) an instance where termination would not be the proper course.

2. It has been said that the Hague-Visby Rules are little more than a set of Standard Trading Conditions but on an International Scale. Discuss the validity of this statement.

3. The Bill of Lading Act 1855 in the UK and similar legislation in other countries “stood the test of time” so why was it considered necessary to repeal that Act and replace it with the Carriage of Goods by Sea Act 1992?

4. Explain how international conventions become established. Select one of the major international conventions brought into being by the IMO and explain its role and function.

5. After making the first three semi-monthly payments of time charter hire correctly and well on time, the fourth payment does not arrive in the owner’s bank. Attempts to locate the time charterer are unsuccessful and the ship is now on a loaded voyage with several parcels of cargo some of which are covered by “freight prepaid” bills of lading whilst others by “freight collect” bills of lading. Detail the actions the shipowner should take.
6. A recently appointed non-executive director of your company has asked you - the operations manager - to explain to him what the main differences are between the Hague-Visby Rules and the Hamburg Rules and wants to know why there are these two sets of rules instead of only one. Draft a memo to satisfy this request.

7. As the discharging port agent you are approached by a person claiming to be a director of the ‘notify party’ shown on the bill of lading for one of the consignments. According to the manifest the B/L is made out “to order”. He states that he does not have the original B/L and you tell him that the only way he will get that consignment is if he presents a letter of indemnity countersigned by a bank. A letter of indemnity with a bank’s counter- signature is duly presented and the cargo is released. A few days later another person arrives with the original; B/L properly endorsed for the same consignment and when you contact the bank, which countersigned the LoI, they claim it is a forgery. What action should you take and what is the most likely outcome?

8. Analyse why the so-called “Parker Test” is considered so important in charter party disputes.

9. The English legal system formerly used many Latin-based expressions; define and explain the following:-

   * Ejusdem generis
   * Obiter dictum
   * Stare decisis
   * Ratio decidendi

10. Discuss the various ways in which a person describing himself as an agent may be held personally liable for a contract into which he has entered.

*SYLLABUS REVISION Please note that the choice has been widened to ten questions rather than the customary eight so as to avoid any disadvantage to students who studied under the old syllabus*