1. The tanker Archie is chartered for the carriage of oil from “one safe port Ventspils” to Antwerp. The charter-party provides among other things for:

(a) minimum quantity of 90,000 metric tonnes to be loaded, and
(b) charterers to have an option to load/discharge via lightering/ship-to-ship transfer.

The ship is only able to load two thirds of her intended cargo because a severe storm shortly before her arrival silted up the channel, thus imposing a draught restriction. Archie’s master therefore serves a Notice of Readiness stating that he does not expect to load a full cargo, but rather a maximum of approximately 67,000 metric tonnes. Therefore, although the charterers were able to tender for loading 90,000 tonnes of oil, the vessel loads only 67,000 metric tonnes.

Identify and discuss the potential claims Archie’s owners may have in the above scenario.

2. a) Analyse all the factors to be considered before the final resolution of General Average.

b) Discuss the purpose and the use of the so called “Amended Jason Clause”.

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3. Under a carriage of goods contract evidenced by a bill of lading, John, the owner of the vessel *Lucky Lady* agrees to carry Jim’s cargo, consisting of two pallets, to London. The contract of carriage and the bill of lading incorporate the Hamburg Rules. The contract of carriage further states that the carrier (John):

a) is not liable for loss/damage arising from delay, and
b) may bring an action against the shipper (Jim) within six years, and
c) can limit his liability for loss/damage arising from unreasonable deviation to the amount of the freight charges.

Discuss and analyse the issues that arise from the above carriage provisions in the given scenario. Would it make any difference if the contract of carriage and bills of lading incorporated the Hague-Visby Rules instead?

4. a) Discuss the shipowner’s/carrier’s duty to provide a seaworthy ship under Common Law and under the Hague-Visby Rules.

b) The Master of a ship may be generally considered to be an agent of the shipowner. Explain and discuss the circumstances under which the Master may become an agent of the cargo owners.

5. John, a shipbroker, has been representing PB Ltd., a large ship owning company, for a number of years. PB Ltd. have always made the point that John is their shipbroker in so far as chartering their vessels is concerned. PB Ltd. have recently instructed John to conclude a contract (charter-party) for a specific cargo at a specific rate. However, as the particular market is quite buoyant, John delays the fixture and waits for a higher rate, which unfortunately due to an unexpected turn of the international economic climate never materialises.

Detail and explain the consequences of the possible courses of action PB Ltd. may take in the circumstances.

6. A shipbroker has concluded a contract (charter-party) on behalf of his principal (shipowner) for the chartering of a number of vessels. The Broker now realises that his principal (shipowner) is having financial difficulties to pay the agreed commissions, which amount to approximately £100,000. In negotiations the Broker and his principal agree that the Broker will accept the sum of £60,000 as payment of his full (£100,000) commissions claim.

On these facts, fully explain and discuss whether the Broker would be able to commence an action against the principal (shipowner) for the recovery of the balance, i.e. the sum of £40,000.

7. Discuss why parties to a charter-party would agree to resolve their disputes by arbitration. What alternatives could be considered.

8. Discuss and analyse the tort of negligence in the Law of Torts.