



**NOVEMBER 2025 EXAMINATION SESSION  
THURSDAY 20<sup>th</sup> NOVEMBER 2025 – MORNING**

## **SHIPPING LAW**

Time allowed – three hours

Answer any FIVE questions – all questions carry equal marks

Please read the questions carefully before answering

1. Answer **BOTH** parts of the question.

A liner shipment from Felixstowe, UK to Boston, USA is carried under a 'straight' bill naming Company A as consignee. While the face of the bill is signed 'as carrier' by the charterer's agent, the reverse contains both an identity-of-carrier clause (naming the shipowner) and a demise clause. On arrival, the cargo is damaged. Company A (who financed the purchase and now holds the straight bill) are suing the shipowner.

Using suitable case law reference, critically discuss

- a) who is the carrier under the bill of lading,
  - b) whether a straight bill is a 'bill of lading or similar document of title', under the Hague-Visby Rules.
2. Green coffee beans shipped in unventilated containers arrive with condensation damage. The shipper contends that the carrier is in breach of their obligation as they failed to properly care for cargo while in their custody, which has led to damaging the cargo. The carrier pleads 'inherent vice' as defence. Critically discuss with suitable case law reference, the rights of the parties and the burden of proof where the carrier invokes inherent vice as a defence.

**PLEASE TURN OVER.**

3. Answer **BOTH** parts of the question.

A vessel runs aground off X-Harbour. The passage plan omitted the published warnings about charted depths outside the fairway. Cargo interests sue in contract under the Hague-Visby Rules.

Using suitable case law reference, critically discuss:

- a) **the scope of the carrier's due diligence obligation**
- b) **causation.**

4. Answer **BOTH** parts of the question.

A tanker was voyage chartered (berth charter) for the carriage of petroleum from Rotterdam, The Netherlands to Milford Haven, UK on the following terms:

*Laytime:* 72 hours reversible, running continuously, excluding "Sundays and holidays unless used."

*Demurrage:* USD 25,000 per day, payable per charterparty terms.

At Rotterdam, delays occurred due to a 24-hour strike by terminal workers, and due to the vessel's pump failure, which reduced discharge rates. The pump was repaired the following day. At Milford Haven, discharge was delayed due to port congestion (berth unavailable for 2 days), and due to charterers' slow cargo documentation (36 hours). The vessel finally completed discharge 8 days later than the total laytime allowed. Owners presented their demurrage claim 68 days after completion of discharge. The charterparty included a clause requiring "all demurrage claims to be submitted with supporting documents within 60 days of completion of discharge, failing which all such claims shall be deemed waived."

The owners claim full demurrage for the excess time. The charterers deny liability for the strike delay arguing it is an excepted cause, that the pump breakdown was the fault of owners, and the congestion delay cannot be for their account as laytime had not started to run as no berth was available. The charterers further argue that, in any case, the time-bar clause prevented any demurrage claim.

Discuss critically using relevant case law reference

- a) **what may count as laytime and demurrage under the given circumstances,**
- b) **whether the owners right to claim demurrage under English law was extinguishing due to the 60-day time-bar clause.**

5. Company A chartered the vessel *Sea Breeze* to carry a cargo of fruit juice. The charterparty contained a clause stipulating that the contract was to be governed by Argentine Laws. The cargo was discharged upon arrival at the discharge port. Later, Company A discovered that the cargo had become contaminated while being carried on board the *Sea Breeze*. Company A has now issued a writ *in rem* against the vessel *Fruits of the Sea* when she called into port at Southampton, England, seeking security and claiming damages. *Fruits of the Sea* also belongs to the owners of the *Sea Breeze*. The owners of the *Sea Breeze* and *Fruits of the Sea* argue that the English Admiralty courts do not have any jurisdiction over the alleged claim, as the contract was governed by Argentine laws.

Discuss critically the legal rights of charterer and the shipowner in the given circumstances, using relevant case law reference.

6. Company A, entered into an agreement with Company B to transport a consignment of steel coils from Izmir, Türkiye to Tilbury, UK aboard MV Atlantic Voyager which was witnessed under a bill of lading. Upon arrival Company A discovers the cargo severely damaged due to improper stowage and seawater ingress. Company A has claimed for damages from Company B for mishandling of cargo and/or lack of care for the cargo while being carried.

**Company B, on the other hand argues that a) the damage resulted from an "act of God" and is therefore not their responsibility, and that b) the bill of lading contains an exclusion clause that limits their liability. Discuss critically the extent of Company B's liability under UK laws, and whether it can rely on the 'act of God' defence and exclusion clause. Support your answer with relevant legal principles and case law reference.**

7. Describe the debate from *The Astra* [2013] to the Court of Appeal's resolution in *Spar Shipping* [2016] and analyse if there is legal clarity on the issue of the punctual payment of hire under a time charterparty contract.
8. Under a time charter, the charterers redeliver late, causing owners to miss a profitable follow-on fixture fixed at a higher market rate. Owners claim the lost profits on the next fixture. Charterers say damages are limited to the difference between market and charter hire during the overrun. Critically discuss the remoteness test and assumption of responsibility in the time chartering context.