ANSWER ALL OF THE FOLLOWING QUESTIONS

QUESTION 1

What is meant by the term ‘combined transport bill of lading’?

[3 marks]

QUESTION 2

2.1 Briefly explain the role of Protection and Indemnity insurance in the maritime industry.

[4 marks]

2.2 What are the requirements of a valid and locally enforceable letter of undertaking issued by a P&I Club?

[5 marks]

QUESTION 3

It has been stated that ‘marine policy on a ship’ is more comprehensive than that under a ‘hull & machinery policy’. Explain, with reference to decided cases, why this statement is true.

[8 marks]

QUESTION 4

Andries buys goods from a company in Antwerp, FOB. When the goods arrive in Durban, the port of destination, he discovers that they are completely different from the goods described in the contract. He refuses to accept them. However, he decides to apply to the Durban High Court for an order to attach the goods for the purposes of founding jurisdiction in order to take action against the seller company. Advise Andries regarding his legal position, with reference to decided cases.

[10 marks]
QUESTION 5

What is meant by CIF in the Incoterms 2000 list? What advantages and disadvantages does a sale on CIF terms hold for the seller & purchaser respectively? You should refer to relevant case law in your answer.

[10 marks]

QUESTION 6

In *MV Sea Joy Owners of the Cargo Lately Laden on Board the MV Sea Joy v MV Sea Joy* 1998 (1) SA 487 (C) the cargo owners instituted a claim for damages against the carrier for improper stowage of their cargo of sapwood on board the vessel. The court awarded the damages claimed regardless of the fact that the carriage contract of sale in this case was subject to a ‘FIOS’ INCOTERM. What was the court’s rationale in finding against the carrier in this case?

[10 marks]

QUESTION 7

A and B enter into a voyage charterparty agreement for the purposes of carrying B’s cargo of wire from Peru to Durban. Bills of lading are issued by the master and handed to B.

Explain, with reference to decided cases, the functions of the bill of lading in this instance.

[10 marks]

QUESTION 8

Explain fully how the court determines whether Roman Dutch or English law is to be applied when a High Court is sitting as a court of admiralty in terms of s6 of the Admiralty Jurisdiction Regulation Act 105 of 1983.

[10 marks]

TOTAL MARKS: 70 MARKS