

**GUJARAT NATIONAL LAW UNIVERSITY  
GANDHINAGAR**

Course: Maritime Law  
Semester-VII (Batch: 2015-20)

End Semester Examination: Oct-Nov. 2018

Date: 30<sup>th</sup> October, 2018

Duration: 3 hours

Max. Marks: 50

**Instructions:**

- Read the questions properly and write the answers in the given answer book.
- The respective marks for each question are indicated in line.
- Do not write anything on the question paper.
- Indicate correct question numbers in front of the answers.
- No questions or clarifications can be sought during the exam period, answer as it is, giving reason, if any.

**Answer any five questions:**

**Marks**

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|-----|---|----------|
| Q.1 | The goods were deliverable to 'Cottam and Co., or assigns'. Cottam and Co. deposited one bill of the set with the claimant (a bank) as security for a loan. He then obtained delivery at the port of discharge of 20 hogsheads of sugar on the presentation of the second, unendorsed bill of the set. The claimant sued the dock company for wrongful delivery. In the light of the given facts, answer the following questions with the help of case laws:<br>(a) Is the master liable for wrongful delivery in this case?<br>(b) What is the order of delivery against the competing pledges of originals?   | (5+5=10) |
| Q.2 | Trace the history and reasons for the introduction of the Hague Rules, 1924. What were the defects in the Hague Rules, 1924 which led to the passing of the Hague-Visby Rules, 1968 and how did the Hague-Visby Rules address these defects?  | (10)     |
| Q.3 | A cargo of jute was shipped from Kolkata to Dundee on the <i>Emir</i> , but on the arrival 12 bales were missing from 1000 stated to have been shipped. The ship-owner is sued for the missing cotton bales. The ship-owner argued that the tallyman at Kolkata, a locally employed labour, probable made a mistake because there was no way that the bales (each weighing 400 lbs) could have been removed from the ship after loading. In the light of the given facts, discuss with the help of case laws, the liability of the ship-owner with respect of quantity or/and weight of goods shipped.  | (10)     |
| Q.4 | The exporter, who is the claimant, shipped 3000 boxes of mandarin oranges on the <i>Ardennes</i> at Cartagena in Spain. The carrier had orally agreed to carry the vessel direct to London. However, the ship called first at Antwerp. On the arrival at the port of London, the import tax payable on mandarin oranges had risen, as it did each year on 1 December, and the market price had fallen because four other cargoes of mandarin oranges had already arrived at the port. The bill of lading, issued after the cargo had been loaded, contained a liberty clause to the effect that that the <i>Ardennes</i> could call at intermediate ports, could proceed by any route directly or indirectly, and could trans-ship the goods. The claimant sued for the breach of contract and the ship owner raised the liberty clause by way of defence to the claim. Whether oral evidence is admissible to establish the original terms of the contract of carriage? Decide with the help of case laws. | (10)     |

- Q.5 Differentiate between Demurrage and Detention of ship, and with the help of case laws, describe the procedure for calculation of damages for delay in loading and discharging operations. (10)
- Q.6 Write a short note on the following (5+5=10)
- (a) Sea Waybill
  - (b) The Harter Act

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