

JUR5401/1401 – Maritime Law - autumn 2010

TASK NO. 1

SHIPPINGLINE runs a line between Bergen (Norway) and Gothenburg (Sweden).

COMPUTERLAND is a producer of computers in Gothenburg, and is regularly sending containers of computers to their independent distributor in Bergen, BRYGGEN. The computers, each weighing 10 kilos, are stowed by COMPUTERLAND in collapsible containers owned by COMPUTERLAND, each weighing 1,000 kilos. The gross weight of a fully laden container is 3,000 kilos. The stuffed containers are delivered by COMPUTERLAND to SHIPPINGLINE's terminal, usually a couple of days before loading, and picked up from the terminal in Bergen by BRYGGEN one or two days after discharge.

(A) When BRYGGEN received and opened a container, transported in January, it was found that 10 computers were heavily damaged by water, and BRYGGEN claimed compensation from SHIPPINGLINE.

(1) If you were in the claims department of SHIPPINGLINE: Describe shortly what kind of investigations you would have undertaken on receipt of the claim and why you would do so.

(2) If it eventually is established that a servant of SHIPPINGLINE has caused the damage, will it make any difference for the liability of SHIPPINGLINE whether the container was transported under a negotiable bill of lading or a sea waybill?

(B) On a sea voyage in March the vessel encountered bad weather, and the container received by BRYGGEN was heavily damaged. 50 of the computers were totally damaged. The container was repaired at the cost of NOK 30,000, and COMPUTERLAND claimed this amount from SHIPPINGLINE. The market value in Bergen of the 50 computers was NOK 200,000, and BRYGGEN claimed this amount from SHIPPINGLINE.

(3) Discuss briefly under which circumstances and to which extent SHIPPINGLINE could be held responsible for the damage to the container.

(4) If SHIPPINGLINE is responsible for the damage to the computers, is SHIPPINGLINE responsible for the total loss claimed by BRYGGEN?

(C) Let us now assume that the March transportation was carried out by the vessel ANNIE HALL on time charter to SHIPPINGLINE. We further assume that the damage to the container and the computers was due to the vessel being unseaworthy at the commencement of the voyage. No transportation document was issued/signed binding the owner of ANNIE HALL in relation to COMPUTERLAND or BRYGGEN.

(5) Is the owner of ANNIE HALL responsible towards COMPUTERLAND for the container damage?

(6) Is the owner of ANNIE HALL responsible towards BRYGGEN for the damaged computers?

In this task no. 1 SDR 1 = NOK 10.

TASK NO. 2

Questions to be answered briefly:

- a) What are the York-Antwerp Rules all about?
- b) If a shipowner of a general cargo vessel incurs expenses to clean up a bunker fuel oil spill from his vessel, can he then reclaim the expenses in a limitation fund?
- c) What is a pool agreement relating to the operation of ships?

Both task no. 1 and 2 – with sub-questions – to be answered