

EKSAMEN I JURIDISKE VALGEMNER

VÅR 2015

Dato: Tirsdag 5. mai 2015

Tid: Kl. 10:00 – 14:00

JUS5401 – Maritime Law: Contracts

The language of examination for this course is English: students may answer in English ONLY, answers in any other language than English will be given a F (F for fail).

All questions are to be answered.

Part I

The Norwegian shipowning company Nortransport chartered out its ship Sea Breeze to the Danish steel exporter Steel-Export for a carriage of steel constructions from Fredrikshavn, Denmark, to Bergen, Norway. The fixture was made on the Gencon 94 form and FIOS (free in and out, stowed) formed part of the agreement, see also Gencon clause 5 lines 52-54.

The steel constructions were loaded on board at Fredrikshavn by the use of charterer's cranes. Stowing and lashing/securing was performed by charterer's servants. The captain inspected the loading operations and the lashing/securing seemed to him to be somewhat insufficient but he thought it was the charterer's task to make the appropriate decision. In any event it was clear that the cargo was not so heavy as to pose a threat to the safety of the ship, if moving/shifting during the voyage.

Upon completion of loading, bills of lading were issued at the request of Steel-Export. In the bills the Norwegian company Steel-Import was stated as receiver. The bills of lading incorporated the terms of the charterparty. The bills were transferred from Steel-Export to Steel-Import shortly after the ship's departure.

During the voyage to Bergen the ship encountered heavy seas from the side, with severe rolling. After Steel-Import had discharged the cargo at Bergen the cargo was duly inspected. Damages were then discovered: The steel components had slid into each other during the voyage and were partly bent and broken. It turned out that the lashing/securing had been insufficient in strength. The damages were assessed at NOK 200.000. The amount of damages was not in dispute.

Steel-Import claimed damages from Nortransport. Nortransport denied liability by pointing to neglect by charterer's servants under the terms of agreed FIOS. Steel-Import denied that agreed FIOS was capable of relieving Nortransport from liability.



Q 1: Discuss and decide whether Steel-Import is entitled to damages (wholly or partly) from Nortransport.

Part II

In the event that Nortransport were to be held liable, it claimed recourse against Steel-Export. In that respect Nortransport referred, amongst other, to Gencon clause 10. Steel-Export denied liability.

Q2: Assuming that Nortransport is liable (wholly or partly) towards Steel-Import, discuss and decide whether Nortransport is entitled to claim recourse against Steel-Export.

Part III

The following is to be answered briefly:

Q 3: What do we understand by liability exception for navigational error?

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Sensuren faller tirsdag 26. mai klokken 15.00. Kontroller på StudWeb eller ta kontakt med Infosenteret på 22 85 95 00. Kandidatene har rett til en redegjørelse for sensurvedtaket ved henvendelse til sensorene innen en uke etter sensur. Kontaktinformasjon for sensorer finnes på Fakultetets nettsider. Du kan også ta kontakt med infosenteret. Klagefristen er tre uker etter sensur.

The result of the exams will be announced on Tuesday 26 .May, at 15.00 hours. You can check the results in the StudWeb, or by contacting the Information Centre, phone 22 85 95 00. After the exam results are announced, candidates have the right to be informed of the grounds for the result as long as a request is made within one week of the announcement. The names and contact information of the examiners can be found on the Faculty's website, or by contacting the Information Centre. The deadline for appeal is three weeks after the announcement of the results.

Oslo, 5.5.2015

