

MODULE 3 - GENERAL AVERAGE, SALVAGE AND CARRIAGE OF GOODS BY SEA

ACT OF MASTER - Detail 2 legal cases relevant to whether GA act must be that of master.

AVERAGE DISBURSEMENTS - Discuss how much ex 4 items of sacrifice/expenditure should be declared on an ADI

AVERAGE DISBURSEMENTS - Which of 12 items should be declared on an ADI, and give reasons for those NOT to be declared.

BUNKERS - Vessel consumes bunkers in efforts to refloat and putting into a port of refuge. There she purchases further bunkers, regains position and completes voyage. Cargo defaults on GA contribution. What is the claim on ITC Hulls?

BUNKERS, INSUFFICIENCY OF - a) What are the duties of the Adjuster in cases of GA arising from insufficiency of bunkers? b) Where vessel leaves port with insufficient bunkers and consequently requires towage assistance, what is the liability of (i) cargo (ii) hull insurers, under time policy.

CARGO HEATING - Coal cargo heats dangerously and vessel puts into port of refuge, discharges, allows coal to cool and reloads. Under YAR, how do you deal with a) cost of entering port; b) discharge; c) cooling; d) storage; e) reloading; f) crews wages during above?

CARGO SOLD AT PORT OF REFUGES - Vessel springs leak in heavy weather and discharges part cargo for repairs to ship. Some wet cargo cannot be reloaded for loadline and is sold. Who bears loss by sale, and on freight at risk?

CONTRIBUTING INTERESTS - What are contributing interests and where does adventure end where a) vessel under voyage charter, b) vessel under time charter?

CONTRIBUTING INTERESTS - Which of 12 items contributes to GA and on what basis?

CONTRIBUTING INTERESTS AND VALUES - GA on loaded tanker under time charter with freight at risk. What interests likely to contribute and with hypothetical figures, how would you ascertain the CV's.

CONTRIBUTORY VALUES AND MADE GOOD - Loaded vessel with freight at risk sacrifices ship's materials and jettisons part cargo. Puts back to port of loading where voyage abandoned on account of damage to cargo. How do you assess CVs and amount made good?

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DOUBLE GA - Vessel strands, refloats, puts into port of refuge. Resumes voyage, then has fire and puts into another port of refuge, following which completes voyage. Relevant figures given. Question in 2 parts - (i) to adjust when all damage repaired at respective ports of refuge, and (ii) to adjust when 50% of ship damage repaired at respective ports of refuge and balance deferred until after completion of voyage

FREIGHT - CHARTERED AND ULTERIOR - What do the Rules of Practice provide regarding liability in GA of chartered and ulterior freight?

LEGAL CASES - What is the effect of a) HAIN SS v TATE & LYLE; b) CHANDRIS v ARGO; c) "POTOI CHOU"?

LEGAL CASES - Give details of and discuss a) McCALL v HOULDER and b) AUSTRALIAN COASTAL COMMISSION v GREEN, and what connection does the latter case have with "WAGON MOUND"?

LEGAL CASES - Outline the effects of a) "CHOKO STAR"; b) "SAN ONOFRE"; c) "UNDAUNTED"; d) "BOSWORTH NO. 3".

LIENS - What liens exist for recovery by a) Salvor for salvage; b) Shipowners for GA; c) Cargo for GA? How far do these liens depend upon possession?

PERIL - a) Can expenses incurred to avoid a non-existent peril be claimed in GA? b) In what circumstances is an insurer not liable for GA loss or contribution?

SECURITY - What are:- a) Shipowners remedies against cargo? b) Cargo's remedies against shipowners and other cargo? c) Shipowners obligation to have adjustment prepared? c) "CITY OF COLUMBO" case re lien on cargo?

SECURITY - Bulk cargo consigned to dozen receivers. Ship strands and sustains bottom and refloating damage but shipowner fails to take GA security. Discuss his rights against a) Cargo interests; b) Hull insurers for 100% sacrifice.

SECURITY - Bulk carrier strands and sustains refloating damage estimated at US\$75,000+. Ship insured ITC Hulls and shipowner reluctant to declare GA. What advice will you offer?

S.O.L. INSURANCES - Are they necessary, and who bears the cost in respect of liability to: a) Cargo during towage; b) Tugs under towage contract?

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TEMPORARY REPAIRS - Effected at port of refuge where permanent repairs possible, saving both GA and PA expenses. How to deal with cost.

TEMPORARY REPAIRS - Shipowners effects temporary repairs to accidental damage at port of refuge when temporary repairs would have been sufficient for voyage. Adjusters allow full detention expenses and cargo. Seek your opinion.

THIRD PARTY DAMAGE - In what circumstances can such damage be allowed in GA?

TOTAL LOSS - What remedy has shipowner against cargo for port of refuge GA expenses when ship and cargo subsequently totally lost?

TUG AND TOW - Detail three American legal cases and indicate what conclusions may be drawn.

DAMAGED CARGO - Discharging and destroying damaged cargo at port of refuge.

WRECK, STATE OF - What tests have been laid down for decision whether cutting away damaged parts of a vessel is GA.

YAR XIV & XV - In what circumstances can a) Temporary repairs; b) Freight, be admitted as GA?

YAR XVI & XV - On what basis is the amount made good assessed in respect of loss or damage to a) Cargo; b) Ship, when an actual or constructive total loss?

YAR V & XIV - In what circumstances and to what extent can the following be allowed as GA:-
1) Temporary repairs at a port of refuge; 2) Loss arising from a voluntary stranding?

GA ADJUSTMENT - Loaded vessel with freight at risk strikes submerged object and effects temporary repairs, and bunkers, at a port of refuge. Adjust the GA.

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GA ADJUSTMENT - Loaded vessel with freight at risk strands, employs tugs, works engines, and jettisons part cargo. Discharges part cargo at port of refuge, drydocks and carries out temporary and part-permanent repairs, including Thirds. Adjust the GA.

GA ADJUSTMENT - Fire in jute cargo (freight prepaid); extinguished with water at port of refuge. No damage to ship. Adjust the GA, including interest and commission.

GA ADJUSTMENT/UNDERINSURANCE - Loaded vessel under time-charter, but with freight prepaid, has collision and fire, with fire and water damage to both ship (including Thirds) and cargo. Salvage into port of refuge where temporary repairs and some reconditioning of cargo. Adjust the GA and state the claim on the ship policy - ITC Hulls.

GA ADJUSTMENT/CLAIM ON POLICY - Collision and consequent fire. Towed into port of refuge where some cargo discharged to enable part permanent repairs to be effected afloat. Some cargo also reconditioned. Voyage resumed; balance repairs effected at destination.
(i) State and apportion GA. (ii) State claim on ITC Hulls policy.

GA ADJUSTMENT/YAR XVIII/UNREPAIRED DAMAGE - Serious fire on tanker, salvage and port of refuge expenses. Vessel commercial total loss and voyage abandoned. Adjust the GA and PA and show claim on ITC Hulls.

AVERAGE DISBURSEMENTS - Vessel strands and refloats after discharging part cargo (some lost). Into port of refuge for part permanent repairs, reloading of cargo and bunkering. ADI opened. Heavy weather during continuing voyage causes further damage to ship and cargo.
a) For how much should ADI be opened? b) What is the claim on the ADI policy?

AVERAGE DISBURSEMENTS - Vessel strands; salvage; repairs in port of refuge. ADI opened on (A) Clauses. Subsequent collision with damage to both ship and cargo. a) For what sum should the insurance be closed? b) What is the claim on the ADI policy? c) Quantify the GA and show proportions payable by ship and cargo. d) What difference if ADI on (B) Clauses?

AVERAGE DISBURSEMENTS - Serious collision before arrival at destination with damage to both ship and cargo. State claim on ADI policy under both (A) and (B) Clauses

AVERAGE DISBURSEMENTS - a) From listed losses and expenses show amount to be declared on ADI. b) Show claim on such an ADI where subsequent damage, and apportion the GA. c) What difference if ADI on (B) conditions?

AVERAGE DISBURSEMENTS/DOUBLE GA - ADI taken out after initial GA, followed by second accident and GA. Show the claim on the ADI, subject to both (A) and (B) Clauses, and apply to, and apportion, both GA's.

BUNKERS - Assess contributory value of time-charterers' bunkers on figures given.

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CARGO EXTRACTS - 2 interests - a) Deposit + accrued interest; b) Made good, interest and commission. Apportion the credit balances.

COMMISSION AND INTEREST - Calculate C & I on 5 items of GA. Hull insurers advance whole of ship salvage (less excess) and subsequently make further payment on account of all other claims (PA/GA). Apportion the allowances for C & I.

CONTRIBUTORY VALUE OF FREIGHT - Time chartered vessel with part freight at risk and part prepaid puts into port of refuge. Calculate CV of freight and apportion between time charterer and shipowners.

CONTRIBUTORY VALUE OF FREIGHT - Time chartered vessel with freight at risk puts into port of refuge. Calculate CV of freight, apportion between time charterers and shipowner, and apportion total GA.

DIFFERENT CODES - Part cargo shipped under Bs/L providing for YAR and part subject to English law. Apportion the differing GA's.

DOUBLE GA - Loaded vessel with freight prepaid strands, jettisons part cargo, refloats with salvage assistance, puts into port of refuge, discharges cargo and effects permanent repairs. Subsequently develops leak in heavy weather damaging cargo. Temporary repairs effected at second port of refuge. Adjust the case.

DOUBLE GA - Loaded vessel with freight at risk puts into port of refuge and effects permanent repairs to heavy weather damage. Subsequent collision results in sacrifices of ship and cargo; temporary repairs effected at second port of refuge. Explain principles involved and adjust the case.

DOUBLE GA - Loaded vessel with freight at risk has collision and temporary and part permanent repairs at port of refuge. Subsequent collision necessitates temporary repairs at second port of refuge. Adjust GA and PA.

DOUBLE GA - Loaded vessel with freight prepaid springs leak in heavy weather and effects temporary repairs and some reconditioning of cargo at port of refuge. Subsequent fire with fire and water damage to both ship (Thirds) and cargo but vessel continues to destination. Adjust GA including commission and interest and prepare financial balance.

DOUBLE GA - Loaded vessel with freight prepaid puts back to loading port with accidental damage. Loads further cargo at subsequent port and later in voyage both ship and cargo sustain accidental damage and put into port of refuge whence damaged cargo forwarded. Adjust the case and prepare financial balance.

DOUBLE GA - Loaded vessel with cargo for two ports and freights at risk has fire and water damage to ship and cargo. Repairs effected to ship at first port of discharge, where loads further cargo for final port of discharge. Later in voyage vessel strands, puts into port of refuge and effects temporary repairs. Adjust the case.

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SUBSTITUTED EXPENSES - FORWARDING - Tanker under long term time charter, plus voyage charter with freight at risk, in collision and salvaged into port of refuge, whence cargo forwarded to destination under NSA. Prepare GA and financial balance.

UNDERINSURANCE - GA expenditure already apportioned. State claims for GA and PA on underinsured policies covering ship, cargo and freight, all under current Institute clauses, but with no excess on hull policy.

YAR XVIII - What amount can be allowed as GA where vessel a CTL from both GA and PA damage.

CONTRIBUTORY VALUE - of bill of lading freight at risk of shipowners

LAW CASES - What were the facts and effects of:- a) SHEPHERD v KOTTGEN; b) CROOKS v ALLEN; c) THE "TROILUS"?

YORK/ANTWERP RULES 1994 - What are the provisions in YAR re a) damage to ship and b) salvage?

GENERAL AVERAGE, Salvage charges and Sue and Labour charges, distinguished. MIA s 65, 66 and 78.

GENERAL AVERAGE - Liability of insurers when more than one of ship, freight or cargo is owned by same person. MIA s 66.7.

IN REM - Consider and distinguish the following remedies "in rem" and give examples:- a) Maritime lien; b) Possessory lien; c) Statutory right of action in rem.

CLAIM ON POLICY - Expenses of putting into port of refuge and extra expenses of loading port.

CONTRIBUTORY VALUE - of bill of lading freight at risk.

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ENVIRONMENTAL MEASURES - Outline the provisions of Rule XI(d).

TEMPORARY REPAIRS - Outline the effect of the House of Lords decision in the *Bijela* (1994).

RULE G - Outline the effect of the Court of Appeal judgement in the *"ABT Rasha"* (2000).

YORK-ANTWERP RULES - Outline main difference between YARs 1994 and 2004.

BALLAST GA - Outline the provisions of Rule of Practice B26.

RULE PARAMOUNT - Discuss the connection between the *"Alpha"* (1991) and this Rule.

RULE OF INTERPETATION - Outline the facts and effect of the *"Makis"* (1929).

PERIL - Discuss wrongly identified or imagined peril as illustrated in *Watson v. Firemans Fund* (1922), the *"Wordsworth"* (1898) and *Corry v. Coulthard*.

PERIL - Illustrate typical issues regarding peril that may arise with machinery breakdowns.

SPECIALIST VESSELS - Discuss the application of general average principles to specialist vessel such as FPSOs, drilling rigs etc.

PIRACY - Explain the relevance of *Royal Boskalis v. Mountain* (1999) to two aspects of piracy and general average.

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TUG AND TOW - Outline the provisions of Rule B of YARs 1994/2004.

RULE C - Outline the facts and effect of Australian Coastal Shipping v. Green (1971) and discuss what tests you would apply in deciding what is a "direct consequence".

RULE E - Outline the provisions of this Rule (1994/2004) and possible general average allowances not specifically covered by it.

RULE C - Explain the meaning of the term "damage to the environment"; give examples of what it does not cover.

FIRE - Explain the term "Complex Fire Extinguishing Operations" and give examples of problems that can arise.

PORT OF REFUGE - Outline the effect of the "Trade Green" (2000) in relation to current adjusting practice.

CURRENCY OF ADJUSTMENT - Discuss what factors you would consider.

ENGLISH LAW - Summarise the general approach set out in the Rules of Practice regarding adjustment under English law when cargo is forwarded or the ship is towed to destination.

Outline the provisions in Section B of the Rules of Practice regarding a) Ulterior Chartered Freight, b) Interest on amounts made good, c) Contributory value of ship.

CA AFFREIGHTMENT - Outline 3 significant differences in carriers liability between Hague Visby and Rotterdam Rules.

SALVAGE - loaded vessel strands and salvors offer LOF or daily rate plus substantial bonus if successful. Shipowner asks whether both are GA, and pros and cons of either contract.

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SALVAGE - a) What are the main requisites to justify a claim for salvage? b) When can salvor recover from shipowner for services to cargo? c) When sister-ship salvages, what rights possessed by (i) shipowner and (ii) crew of salvaging vessel?

SALVAGE - a) What are the main requisites to justify? b) what are the main considerations when assessing an award under LOF?

SALVAGE - LOF - a) Who may sign? b) To what extent does signatory become liable for whole award? c) Who decides amount of security and who holds the security?

SALVED VALUE - SHIP - Give general basis of valuation, and deal particularly with vessel operating under voyage charter, or profitable/unprofitable time charter.

LIFE SALVAGE - When is a life salvor entitled to life salvage and how does one ascertain ultimate liabilities of parties liable to pay? Can life salvage ever be recoverable on a normal policy covering ship or cargo?

LIFE SALVAGE - Sundry questions relating thereto.

SALVAGE - upon what (other than life) is salvage recoverable by the maritime law of England.

SALVAGE - Under LOF 2000: 1) Is salvor under any duty to prevent pollution? 2) When is a salvor entitled to an award which is not strictly on a "No cure - no pay" basis? 3) Who is liable to pay such an award and is it usually covered by insurance? 4) In what currency is an award made? 5) Do shipowners have any obligation to salvors for security in respect of cargo interests?

SALVAGE - a) In what way was YAR VI amended in 1990? b) What sums would you allow as GA from specified figures under Articles 13 and 14 of 1989 Salvage Convention?

SALVAGE - Outline the provisions of LOF 2000 regarding a) Prior services, b) Rights of termination, c) Deemed performance.

SALVAGE - Outline the provisions of Lloyds Standard Salvage and Arbitration Clauses regarding security, maritime lien and right to arrest.

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SALVAGE - Outline the provisions of the International Convention on Salvage 1989 regarding a) Platforms and drilling units, b) Definition of damage to the environment, c) Authority of Master.

SALVAGE - Outline the purpose and effect of SCOPIC.

SALVAGE - Calculate amounts payable by property interests/P&I Club under SCOPIC.

SALVAGE - Outline the facts and effect of the "Choko Star" (1990) and the "Pa Mar" (1999).

SALVAGE - Outline the provisions of Rule VI of YARs 2004.

AFFREIGHTMENT - English law. Abandonment of voyage at port of refuge. Rights in general average per York/Antwerp Rules.

AFFREIGHTMENT - Common law. Unseaworthiness. Recovery for general average contributions.

AFFREIGHTMENT - Shipowners' liability and exceptions at common law.

AFFREIGHTMENT - Bill of lading with no exceptions and no provisions for general average. Duties and liabilities of shipowner after entry into port of refuge, and cargo damage.

AFFREIGHTMENT - English law with no special provisions. Shipowner's entitlement to freight. Case law.

AFFREIGHTMENT - Liability of shipowner for damage to cargo whilst loading and during voyage. COGSA 1971 (Art IV, Rule 1) and case law.

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AFFREIGHTMENT - Six examples of damage to cargo. Consideration of carrier's liability or immunity. Case law.

AFFREIGHTMENT - Exercise of due diligence. Case law.

AFFREIGHTMENT - Wrongful abandonment. Shipowners claim against cargo for contribution to salvage. Case law.

AFFREIGHTMENT - Meaning of "act, neglect, default in navigation or management of ship". Case law.

AFFREIGHTMENT - Abandonment of voyage. Case law. Obligations of shipowner to cargo.

AFFREIGHTMENT - Case law - "AMSTELSLOT", "MUNCASTER CASTLE" AND ANGLISS v P&O.

AFFREIGHTMENT - Responsibility for goods.

AFFREIGHTMENT - When Hague-Visby Rules attach. Liability of shipowner for damage to containerised goods. Effect of "clean" bill of lading. Limit of liability.

AFFREIGHTMENT - Court decisions in "MUNCASTER CASTLE" and "AMSTELSLOT" cases.

AFFREIGHTMENT - Frustration and abandonment. Claim on freight policy for cost of forwarding cargo to destinations.

DEVIATION - English law on unexcused deviation in relation to contracts of affreightment and a Policy of Insurance. Case law.

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UNSEAWORTHINESS - Contract of affreightment. Contract of insurance. Effect of unseaworthiness. MIA - s 39

DEVIATION - Hague-Visby Rules. General Average. Shipowner's claim for contribution to cargo. Authority.

AFFREIGHTMENT - Carrier's responsibilities and liabilities, and limitation of liability.

AFFREIGHTMENT - Extra discharging costs at destination. Disposal of worthless cargo. Authority.

DEVIATION - Not excused. Effect upon contract of affreightment and contract of insurance.

UNSEAWORTHINESS - Exceptions in bill of lading. Due diligence. Case law.

NAVIGATION AND MANAGEMENT OF SHIP - Meaning and authorities. Negligence of master to care for cargo.

HAGUE VISBY RULES - What must cargo prove to avoid paying GA contribution, What options are there open to shipowners. List excepted perils in Article IV.

FRUSTRATION - Outline the general principle expressed in Davis Contractors v. Fareham UDC (1956).

DEVIATION - Explain the meaning and effect of deviation in the context of a contract of affreightment subject to English law.

FRUSTRATION - Outline three ways in which a voyage may be frustrated, citing authorities.

FRUSTRATION - In deciding whether a voyage is frustrated due to damage to ship, what is the relevance of Kulukundis v. Norwich Union (1937).

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FRUSTRATION - Owners obligations with regard to transshipment, care of cargo and discharging of cargo.

SPECIAL CHARGES - Outline the facts and effect of Notara v. Henderson (1870).

MODULE 4 - HULL CLAIMS

ITC HULLS 1/10/83 - Wastage of bulkheads. Class allow one loaded passage. Further damage to bulkheads during that passage by crew negligence. Discuss, with authorities, whether any claim on policy.

ABANDONMENT OF VOYAGE - Claim on policies for ship when voyage abandoned.

ABANDONMENT OF VOYAGE - ITC Hulls 1/10/83. Effect of temporary repairs at a port of refuge. Effect of carrying out permanent repairs when possible to abandon voyage.

ADDITIONAL PERILS CLAUSE 1/10/83 - Advice on advantages.

ADDITIONAL PERILS CLAUSE 1/10/83 - Interpretation of wording.

ADDITIONAL PERILS CLAUSE 1/10/83 - What it covers.

ADDITIONAL PERILS CLAUSE - Advisory Committee Opinion No. P4, date of loss.

ADJUSTMENT - Cargo passage with intention to scrap vessel. GA + PA damage during voyage in excess of scrap value. Large amount of freight at risk. Claim on hull policy.

ADJUSTMENT - One casualty. PA repairs. Drydock dues. Two policies - ITC Hulls 1/10/83 - different deductibles.

CLAUSES - Relating to a) Scrapping voyages, b) Machinery Damage Additional Deductible, c) Disbursements Warranty.

ADJUSTMENT - PA. ITC HULLS 1/10/83. Two policies. Eight accidents. Drydock dues.

MODULE 4 - HULL CLAIMS

ADJUSTMENT - ITC Hulls 1/10/83 and Machinery Damage Additional Deductible Clause 10%. Fire damage in engine room. Claim on policy.

CLAUSES - Summarise three significant differences between AIHC and ITC 1/10/83.

ADJUSTMENT - PA. Policy subject to ITC 1/10/83.

PERILS INSURED AGAINST - ITC. Ship blown over by wind while in drydock.

ADJUSTMENT - ITC Hulls 1/10/83 and Additional Perils. Successive policies; temporary repairs; recovery.

PERILS INSURED AGAINST - ITC 1/10/83. Latent defect; repairers' negligence; loss of lubricating oil.

REASONABLE COST OF REPAIRS - Two sets of circumstances. Quoting authorities.

REASONABLE COST OF REPAIRS - PA damage to generator. Hire of temporary generator.

REASONABLE COST OF REPAIRS - ITC 1/10/83. Temporary repairs. Full permanent repairs not yet effected.

REASONABLE COST OF REPAIRS - Temporary repairs. Excess cost of overtime. Air Freight, increased cost.

REMOVAL FOR REPAIRS - Claim on policy ITC 1/10/83. Rule of Practice D1.

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INCREASED COST OF REPAIRS - ITC 1/10/83. Comparison of costs. Savings in drydock dues etc.

UNREPAIRED DAMAGE - ITC 1/10/83. Claim on policy.

UNREPAIRED DAMAGE - ITC 1/10/83. Claim on policy.

DRYDOCK DUES - Claim on policy. Two accidents; owners' work and GA.

LATENT DEFECT - Case law. Question for surveyor.

LATENT DEFECT - ITC 1/10/83 and case law.

CLAUSES - ITC 1/10/83 - Provision relating to vessel sailing to be broken up and unrepaired damage. Also additional risks in American Hull Form compared to ITCH Clause 6.2.

REMOVAL COSTS - New freight earned and vessel loads cargo at repair port. Rule of Practice D1.

REMOVAL COSTS - Effect of Rule of Practice D1.

CLAUSES - ITC 1/10/83. Total loss and expenses incurred in attempts to save vessel and cargo.

TENDER CLAUSE - ITC 1/10/83. Allowance of expenditure and calculation of claim.

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TOTAL LOSS - ITC 1/10/83. Costs incurred in unsuccessful attempts at refloating a) in ballast; b) with cargo on board.

VIOLENT THEFT AND PIRACY - Facts of case similar to "ANDREAS LEMOS" (1982).

LATENT DEFECT - Leading case law. HUTCHINS v ROYAL EXCHANGE, JACKSON v MUMFORD; "CARIBBEAN SEA". THE NUKILA.

LATENT DEFECT - Definition and authority. Claim on policy with ITC 1/10/83. Damage progressing over four policy years.

ADJUSTMENT - Two voyages; PA and GA; drydocking. Claim on policy ITC 1/10/83; a) fully covered for GA; b) Under-insured for GA.

ADJUSTMENT - Claim on policies; ITC 1/10/83. Collision; GA; PA. Four casualties.

ADJUSTMENT - Claim on policies ITC 1/10/83 and American Hull Form. Two voyages; two casualties; dydocking; gas-freeing; removal expenses; owners' work.

ADJUSTMENT - Claim on policies. ITC 1/10/83. Four casualties. PA; GA; temporary repairs, drydocking.

CONSTRUCTIVE TOTAL LOSS - ITC 1/10/83. Vessel aground with severe damage, sound value much higher than insured value. Shipowner seeks advice.

UNREPAIRED DAMAGE CLAIM - Relevant case law, with details. UK and USA.

TEMPORARY REPAIRS - Circumstances of recovery in a) GA; b) PA.

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SUCCESSIVE LOSSES - Ship policy and GA.

ADJUSTMENT - Two accidents; removal expenses; drydocking. Rules of Practice D1 and D5.

ADJUSTMENT - Four casualties. Temporary repairs; berth dues; drydock dues. Two policies, both ITC 1/10/83. Rule of Practice D5.

ADJUSTMENT - GA, Sue and Labour, Particular Average. Claim on policy ITC 1/10/83. Under-insurance on CV. (No deductible).

REMOVAL EXPENSES - Figures given for port charges, wages, bunkers etc. Damages from two casualties plus Owners' repairs. Calculate removal expenses per ROP D1.

ITC HULLS - 3 SETS - Total insured value covered by three varying sets of Institute clauses. Vessel in ballast, not under charter, suffers machinery breakdown and stranding, both requiring salvage. State claim on respective policies.

PAYMENT ON ACCOUNT - Grounding and refloating damage plus port of refuge expenses. Adjust GA and PA, including commission and interest, and show claim on ITC Hulls after crediting POA plus proportion of commission and interest.

REMOVAL EXPENSES - Serious fire on 17 year old vessel and water damage. On completion of discharge at destination, vessel removes for repair. Adjust the case and state claim on ITC Hulls.

UNDERINSURANCE - GA and PA damage to ship and port of refuge expenses. Apportion GA and state claim on ITC Hulls.

UNDERINSURANCE - GA and PA damage to ship - jettison of cargo; port of refuge expenses. Apportion GA and state claim on ITC Hulls.

UNDERINSURANCE - GA expenditure already apportioned. State claims for GA and PA on underinsured policies covering ship, cargo and freight, all under current Institute clauses.

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CONSTRUCTIVE TOTAL LOSS - ITC 1/10/83. Claim for expenses incurred in attempting to save property.

OPENING UP FOR EXAMINATION - Engine failure as a result of defective engine rod (insured peril). Shipowner wishes to open up the engine to check for similar defects. Is there a claim.

REASONABLE COST OF REPAIRS - ITC Hulls and MIA s 69. Reasonable depreciation and increased cost.

REMOVAL OF WRECK - In what circumstances can an ITC Hulls insurer become liable for removal of wreck.

CONSTRUCTIVE TOTAL LOSS - MIA s 60 and ITC 1/10/83, Clause 19.

CONSTRUCTIVE TOTAL LOSS - ITC 1/10/83. Claim for charges additional to insured value.

CONSTRUCTIVE TOTAL LOSS - Ship. English law and ITC 1/10/83.

PERILS OF THE SEAS - Definitions. Whether collision or perils of the seas. MIA - Rules for Construction 7, s 55 and case law.

PERILS INSURED AGAINST - Perils of the seas; scuttling; fire; wilful misconduct. Case law.

PIRACY AND BARRATRY - Define and give examples of these terms and state to what extent they are covered or excluded by the ITC Hulls

PROXIMATE CASE - MIA s 55 and selected relevant case law.

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REASONABLE COST OF REPAIRS - Two circumstances. MIA s 69.

REASONABLE COST OF REPAIRS - Ship. MIA s 69.

SEAWORTHINESS - Loss of ship. ITC Hulls. Liability of underwriters. MIA s 39.5.

SEAWORTHINESS - MIA s 39 and case law, The "Eurysthenes", "Star Sea".

SEAWORTHINESS - MIA s 39. Implied warranty - MIA s 33.3.

SUCCESSIVE LOSSES -Ship. Total loss following a partial loss which has not been repaired. Liability of underwriters.

UNREPAIRED DAMAGE - Ship - MIA s 69.3; ITC Hulls 1/10/83, clause 18; case law.

UNREPAIRED DAMAGE - Ship. Underwriters' liability under case law. MIA s 69.3 and ITC Hulls 1/10/83, clause 18.

ABANDONMENT - MIA s 63 and 79, and authorities.

CONSTRUCTIVE TOTAL LOSS - Underwriters refuse to accept Notice of Abandonment and proceed to salve vessel. Leading case law.

UNREPAIRED DAMAGE - Ship. MIA s 69.3 and case law, with example from IRVINE v HINE.

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PROXIMATE CAUSE - Ageing bulk carrier in ballast; moderate weather; shell plating fails. Survey shows wastage in web frames causing plating to be unsupported, leading to fatigue cracks in plating. Discuss if owner has claim on ITC policy + authorities + provisions of MIA re unseaworthiness.

SUE AND LABOUR - New type vessel sustains heavy weather damage and additional stiffening required to prevent recurrence of damage which shipowner insists is a sue and labour expense. Discuss.

MIA Sections 66(4) & 66(6) - Examples of meaning and explain effect of ITC Hulls 1/10/83 where GA arises from machinery breakdown due to wear and tear.

NORWEGIAN PLAN - Outline the main differences in approach to hull and machinery cover between the Plan and ITC Hulls 1/10/83.

EXCLUSIONS - Outline the main exclusions in ITC Hulls 1/10/83 relating to War, Strikes and Malicious damage.

ITC 1/10/83 and IHC 2003 - Outline the main differences between these clauses.

POLLUTION IN DRYDOCK - Discuss with reference to Advisory Committee Opinion P8 and other sources.

LATENT DEFECT - Outline the provisions of IHC 2003 regarding the cost of repairs.

UNDERINSURANCE - GA and PA damage to ship including Thirds, plus cargo jettison and port of refuge expenses. Apportion GA and show claim on ITC Hulls and Excess Liabilities Clause.

UNDERINSURANCE - State claim on policies for simple GA/PA where vessel insured under current ITC Hulls on TLO conditions and ITC 1/10/83 full conditions.

CLAUSES - Summarise when the Institute Machinery Damage Additional Deductible should be applied.

MODULE 4 - HULL CLAIMS

CLAUSES - Outline the difference between ITC Hulls 1.10.87 and AIHC (June 2, 1977) regarding a) Generators and electrical machinery, b) Latent defect, c) Sue and Labour expenses prior to Notice of Abandonment.

NORWEGIANPLAN - Outline how drydocking costs, general expenses and superintendence will normally be adjusted.

CLAIM ON POLICY - Three policies - i) ITCH 1/10/83; ii) TLO including Salvage 1/10/83; iii) TL including GA, Salvage etc 1/10/83. Claim for GA, PA and Salvage. Under-insurance on CV.

FORWARDING CARGO - Claim on freight policy ITCF.

LOSS OF HIRE - Claim on policy with ABS wording 1/10/83.

LOSS OF HIRE - Insured subject to ABS conditions. Vessel sustains damage to propeller and rudder which temporarily repaired at discharge port and permanently repaired during annual overhaul, with overtime working. State claim on policy.

LOSS OF HIRE - Outline the facts and effect of the "Capricorn" (1994) and the "Wondrous" (1992).

LOSS OF HIRE (ABS CONDITIONS) - Vessel grounds, subsequently refloated. TRs effected. PRs deferred to routine drydocking. State claim on policy.

LOSS OF HIRE - Summarise the provisions of the Lazard Form regarding common time.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

RUNNING DOWN CLAUSE - Give an overview of the provisions and exclusions in the R.D.C.

RUNNING DOWN CLAUSE - Define the term "vessel" and give examples of various craft falling within and without the term.

RUNNING DOWN CLAUSE - Name and give facts of legal cases defining "any other vessel" and "by way of damages" in R.D.C.

COLLISION - DAMAGES - DETENTION - DRYDOCK DUE - Question requiring knowledge of the "CARSLOGIE" case.

COLLISION - DAMAGES - DETENTION - Other vessel admits liability. A) What three facts must injured shipowner prove to recover damages for detention? B) Discuss other vessel's liability for demurrage in six situations (usually concurrent repairs).

COLLISION - DAMAGES - DETENTION - DRYDOCK DUES - Other vessel wholly to blame. What claim do we have against them for demurrage and drydock dues where our vessel repairs A) afloat when laid up; B) at expiry of next passage, during which damage sustained requiring immediate repair; C) immediately, together with other work done concurrently; D) immediately, together with necessary repairs to collision damage sustained earlier on same voyage?

COLLISION - Two vessels equally to blame for collision, with damage to both and their cargoes. Show normal settlements between parties, also where either entitled to limit liability.

COLLISION - Two vessels equally to blame for collision, with damage to both and their cargoes. Show normal settlements between parties, also where one entitled to limit liability.

LIMITATION - Apportion the quoted limitation fund where A and B in collision (1/3rd-2/3rds) and both they and their cargoes sustain damage.

LIMITATION - Both to blame collision (25/75) and GA on vessel A which cargo settle. A) Has cargo A a claim against ship B, and for what amount? B) Ship A limits liability. Apportion fund to ship and cargo claimants on B.

COLLISION - Vessel insured subject to ITC hulls in both to blame (60/40) collision. Show settlements between parties and claim on A's policies.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

COLLISION - Vessel insured subject to ITC Hulls sustains and causes substantial damage in collision for which 80% to blame. State claim on policy.

COLLISION - Vessel involved in two both to blame (50/50) collisions, first when insured subject to AHF and second subject to ITC Hulls. State claim on policies.

COLLISION & LIMITATION - Both to blame collision, with resultant further collision with barge and jetty etc. Both vessels may need to limit liability. Show settlements with the various claimants, also claims on ITC Hulls policies of both vessels and on their P and I Clubs.

COLLISION - Both to blame (1/3rd-2/3rd). State claim on A's ITC Hulls policy for damage done and costs.

COLLISION COSTS - Collision and both vessels hold the other to blame, but our vessel solely to blame. State claim on ITC Hulls and P and I.

COLLISION COSTS - Vessels in collision, Liability 80%/20%. Respective claims, including removal of wreck, plus A's legal costs.

COLLISION - Both to blame (1/4-3/4). Show settlement between parties and state claim on A's ITC Hulls policy, including costs and interest.

COLLISION - Both to blame (1/3rd-2/3rds) with damage to both cargoes. Show settlements between parties and state claim on A's ITC Hulls policy.

COLLISION - Both to blame collision with usual order as to costs. A) Show settlement between parties; B) state claim on Y's ITC Hulls policy; C) prepare financial balance for Y.

COLLISION - Both to blame collision (60/40) with one vessel sunk and pollution etc. Show settlements between parties and claim on A's policies and P and I Club.

COLLISION COSTS - Both to blame collision, firstly 50/50 but on appeal 25/75, with orders as to costs. Show claim on Y's ITC Hulls policy.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

COLLISION - Both to blame collision and vessel A receives certain sum from B in settlement without degrees of blame being specified. Show claim on A's ITC Hulls policy, including costs.

COLLISION - Both to blame collision and vessel A pays certain sum to B in settlement without degrees of blame being specified. Show claim on A's AHF policy, including costs, and prepare financial balance.

COLLISION - State claim on ITC Hulls and excess liabilities policies for PA, collision liability, interest and costs where 100% liability admitted.

COLLISION - Vessel insured 80/8/12% on ITC Hulls, increase liability and freight sinks another vessel and limits liability to value of ship and pending freight. State claim on policies.

COLLISION - Valuation of vessel insured 80% on H&M (ITC Hulls), 8% on increased value (ITC Hulls, TLO and excess liabilities) and 12% on freight (ITC Freight). Vessel in collision and solely to blame but limits liability to value of ship and freight. State claim on policies.

COLLISION - (TRIPLE) - Engine negligently put full ahead and vessel sinks barge and cargo, strikes wharf and strikes moored vessel. Which of listed claims recoverable under R.D.C?

LIMITATION - Under the 1976 Convention (1996 Protocol); A) who is entitled to limit? B) Name two types of claim excepted from limitation; C) when may a person be denied the right to limit? D) What are the limitation figures for property claims? E) How is the limit of a salvor not operating from a ship calculated?

LIMITATION - Both to blame collision (50/50) with cargo and life claims on both vessels (250 and 3,000 tons). A) Calculate limitation funds for both vessels (sterling equivalents given). B) Show settlements between various parties and financial balances for each.

LIMITATION - Both to blame collision (80/20) with life and pollution claims etc. Given the SDR limitation figures and sterling equivalents, calculate and apportion fund and show claims on policies of both vessels and on their P and I Clubs.

50/50 COLLISION. Claims in different currencies. Relevant dates given. Questions regarding dates to be used for assessing claims, how to resolve currency issue and when to apply interest.

COLLISION: Crew injured; sinking; pollution; beaching. Advice required on all aspects of the claim.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

RATES OF EXCHANGE - British and American vessels both to blame for collision. Show settlements between the parties and the claim on the policies covering the British vessel.

LIMITATION - 1976 Convention - basis for breaking right to limit.

SUBROGATION AND ABANDONMENT - Vessel insured ITC Hulls (100), ITC Hulls TLO and Loss of Hire ABS. Vessel sunk in collision. What sums can assured collect immediately and to how much recovery is each insurer entitled?

SUBROGATION AND ABANDONMENT - Rates of exchanged. Collision liabilities.

SUBROGATION - GA and PA adjustment prepared and settled, including YAR interest. Subsequent partial recovery from colliding vessel, plus interest. Deal with recovery.

SUBROGATION - Cargo is jettisoned and insurers pay total loss. Amount made good is larger but debited with proportion of GA. Adjust the credit balance under the adjustment.

SUBROGATION - Credit to insurers in respect of cargo sacrifice.

SUBROGATION - Collision; GA adjustment issued and settled. Subsequent 100% recovery with 10% interest. Apportion the interest.

SUBROGATION - Explain what you understand by a "hold harmless" clause and where you might find such a clause used.

SUBROGATION - Explain what you understand by the "top down" approach to recoveries and whether it is applicable to marine policies, referring to relevant case law.

SUBROGATION - Four scenarios to deal with. Recoveries divided between underwriters and claim on policy.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

FREIGHT - Loss of hire claim. Institute Time Clauses - Freight 1/10/83. Loss of hire insured ABS 1/10/83 wording

FREIGHT ADVANCED - Liability of insurers when part cargo lost. Institute Voyage Clauses - Freight. Case law.

FREIGHT ADVANCED - Claim on policy for loss of freight.

FREIGHT POLICY - Liability of insurers for freight lost. Institute Time Clauses - Freight.

FREIGHT POLICY - Loss of Time Clause. Case law. MIA s 55 (2.b).

FREIGHT POLICY - Vessel a constructive total loss. Freight earned. Claim on freight policy, Institute Time Clauses - Freight. Institute Time Clauses - Hulls. Who is entitled to freight earned.

FREIGHT POLICY - Institute Voyage Clauses - Freight 1/8/89. Claim for PA loss and GA contribution.

EXTRA EXPENSES discharging damaged cargo. Who liable. Any claim under ITC Hulls or ICC (A).

EXTRA INSURANCES - Drydocked with cargo on board. Towed to destination.

ABANDONMENT OF VOYAGE - Claim on policies for ship and freight.

WAR RISKS - Vessel blocked inside port. Whether CTL - MIA 1906 - S.60. Institute War & Strikes Clauses.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

CONSTRUCTIVE TOTAL LOSS - ITCH; ITC Freight; ITC Excess Liabilities. Comparison of CTL and unrepaired damage and claim.

FREIGHT INSURANCE - Institute Time Clauses - Freight and Institute Voyage Clauses - Freight. Provisions of franchise clause. Practical claim.

FREIGHT POLICY - Liability of insurers for freight lost. Institute Time Clauses - Freight.

FREIGHT POLICY - Loss of Time Clause. Case law. MIA s 55 (2.b).

FREIGHT POLICY - Vessel a constructive total loss. Freight earned. Claim on freight policy, Institute Time Clauses - Freight. Institute Time Clauses - Hulls. Who is entitled to freight earned.

FREIGHT POLICY - Institute Voyage Clauses - Freight 1/8/89. Claim for PA loss and GA contribution.

FREIGHT INSURANCE - Claim on policy, Institute Time Clauses - Freight. Delay. Loss of cargo. Authorities.

FREIGHT INSURANCE - Effect of time penalty clause in policy, and Authorities.

FREIGHT - Constructive total loss.

BUILDERS RISKS - Outline the provisions of the Perils Clause of ICBR 1/6/88.

BUILDERS RISKS - Outline the provisions of ICBR 1/6/88 relating to faulty welds and faulty design.

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

ALL RISKS - The ICC(A) cover "all risks" except as provided in Clauses 4/7. What are those exclusions? b) Bulk oil cargo insured subject to ICC(A) plus leakage and shortage in excess of 0.5% is delivered with unexplained shortage. Is there a claim?

CARGO CLAUSES - Where, and with what object, would you expect to find:- a) Classification, b) Location and c) Replacement Clauses, and d) Country Damage amongst their insured perils?

BOTH TO BLAME COLLISION CLAUSE - Describe the origin and effect of this clause.

BOTH TO BLAME COLLISION CLAUSE - Explain the original and effect in relation to:- a) Bills of lading; b) Cargo policies.

DURATION OF RISKS - Explain the duration of cover under Institute Cargo Clauses.

DOCUMENTS - Bagged cargo insured subject to ICC(A) arrived variously short/damage. What documents required to adjust the claim?

INHERENT VICE - Questions concerning SOYA v WHITE.

LEGAL CASES - What are the three leading cases which establish the principles for the adjustment of PA on goods, and what are these principles?

LEGAL CASES - Explain the significance for adjusting cargo claims of:- a) LYSAGHT v COLEMAN; b) BROWN v FLEMING; c) FRANCIS v BOULTON.

LEGAL CASES - What are the facts and legal principles established by:- a) BECKER GRAY v LONDON; b) SANDAY V BRITISH & FOREIGN?

UNIDENTIFIED CARGO - On what basis should a claim be prepared where unidentified cargo is sold damaged at destination?

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

UNSEAWORTHINESS - Are insurers liable under the ICC(A) where the loss results from sinking of the vessel owing to unseaworthiness?

WORTHLESS CARGO/DELAY - Goods insured subject to ICC(A) become worthless owing to delay resulting from a collision. What rights of recovery has the merchant against a) his insurers; b) the colliding ship at fault?

ADJUSTMENT OF PA - Where consignment damaged by heavy weather, reconditioned and sold.

ADJUSTMENT OF PA - Three claims, subject to ICC(B).

ADJUSTMENT OF PA - Claim for damage and short-weight, subject to ICC(A).

ADJUSTMENT OF PA - Show claim on Crude Oil cargo with bottom settlements and water on a gross net basis.

ADJUSTMENT OF PA - Claim on bagged Rice, some lost, damaged, and others short of contents, subject to ICC(A). Would claim be different under ICC(C)

ADJUSTMENT OF PA/GA - Where bales of merchandise damaged by heavy weather and part jettisoned.

ADJUSTMENT OF PA/GA - Bales of Hides damaged by seawater and some lost during discharge at port or refuge; reconditioned but still "damaged". State claim on policy for PA and GA contribution (underinsured).

ADJUSTMENT OF PA/GA - a) Upon what principles are salvage charges recoverable on a policy? b) Bulk cargo for three receivers partly damaged by heavy weather and salvage services rendered. State claim on ICC(A), (B) and (C).

DUTY OF ASSURED - Bulker sinks with cargo. Should cargo owner Mareva the proceeds from the shipowners; hull & machinery claim? Is "duty of Assured" clause a warranty?

MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO, MISCELLANEOUS

CASES - Outline the facts and effect of Gee & Grantham v. Whittle (1955) and Mayban v Alstom Power Plants (2004).

CTL - CARGO - What conditions constitute a CTL of cargo under MIA.

FLOATING POLICIES - State the essential differences between floating and open policies.

CV OF CARGO, CARGO MADE GOOD, COMMISSION AND INTEREST. Fire and water damage to cargo, disposal of part cargo at port of refuge, allowance in GA, contributory values and commission and interest. Claim on cargo policy.

PROTECTION AND INDEMNITY - a) Outline the purpose and function of P and I Association. b) Enumerate the risks covered by a typical P and I Association.

REINSURANCE - When may a reinsurer "to pay as may be paid thereon" repudiate a claim settled by the original insurer?

REINSURANCE - "To pay as may be paid thereon". a) What limits are there to the rights of recovery of an original insurer against his reinsurer? b) Is any notice of abandonment required? c) If original insurers is bankrupt, what rights does his liquidator have?

DOUBLE INSURANCE - MIA s 32 AND 80.

DOUBLE INSURANCE - SHIP - Vessel insured by three policies, each with differing insured values and sums assured. What is the liability on each policy for a) total loss and b) partial loss of given amount?

RULES OF PRACTICE - What are their provisions concerning:- a) duties of an adjuster preparing an adjustment "for consideration"? B) agency commission c) towage from a port of refuge to some other port?

DOUBLE INSURANCE - Claim on three policies; a) CTL with proceeds; b) balance between underwriters. Marine Insurance Act - S 32.

**MODULE 5 - COLLISIONS, RECOVERIES, ANCILLARY INSURANCES, CARGO,
MISCELLANEOUS**

DOUBLE INSURANCE - Outline the provisions of the Marine Insurance Act and discuss the methods that might be used in cases of double insurance.

DOUBLE INSURANCE - Outline the facts and effect of *Commercial Union v Hayden* (1977) and the "Martin P" (2003).

INSURANCE BROKERS - a) What is the relationship between broker/insurer/assured, and when and to whom is the broker responsible for neglect? b) Who is directly responsible for payment of premiums and claims etc? c) If the broker employs another broker, when can the insurer avoid the policy without any fault by the assured?