QUESTION 1 [30 marks]

In the Junior K case [Star Steamship Society v Beogradska Plovidba (“The Junior K”) [1988] 2 Lloyd’s Rep. 583] the court concluded that there was in fact no fixed or concluded charterparty agreement. Discuss the reasons for this decision and discuss whether or not the court would have possibly come to a different conclusion had all the terms been agreed to.

In your answer consider the strict adherence to shipping contract negotiations in the English jurisdictions and the more flexible commercial approach of the American jurisdictions.

QUESTION 2 [10 marks]

2.1 Briefly explain the role of Protection and Indemnity insurance in the maritime industry. (5 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 [10 MARKS]

What do the letters 'CIF' stand for in the phrase 'CIF Incoterms 2010'? What advantages and disadvantages does a sale on CIF Incoterms 2010 hold for the seller and purchaser respectively? You should refer to relevant case law in your answer.

QUESTION 4 [10 marks]

Discuss the position of goods carried on deck in marine insurance with reference to case law.

QUESTION 5 [10 marks]

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.

TOTAL MARKS: 70 MARKS