



**PENINSULA**  
**COLLEGE**  
GEORGETOWN DK266-03(P)



**UNIVERSITY OF**  
**PLYMOUTH**

## FINAL EXAMINATION

Semester	:	<b>SEPTEMBER 2024 SEMESTER</b>
Programme Name	:	<b>BSc (HONS) MARITIME BUSINESS (LOGISTICS) 3+0 IN COLLABORATION WITH UNIVERSITY OF PLYMOUTH</b>
Course Code & Name	:	<b>MAL1041 INTRODUCTION TO SHIPPING BUSINESS AND LAW</b>
Duration	:	<b>2 HOURS</b>

### INSTRUCTIONS TO CANDIDATES:

1. Please read the instructions given in the question paper **CAREFULLY**.
2. Answer **COMPULSORY** question from **SECTION A** and choose **ONE** question from **SECTION B**.
3. Answers to the questions are to be written into the examination booklet.
4. Answers to the questions are to be written into the examination booklet.
5. Electronic dictionaries, lecture notes, files or any unauthorised materials except writing equipment are strictly prohibited.

This question paper must be submitted along with all used and/or unused rough papers and/ or graph papers (if any). Candidates are **NOT ALLOWED** to take any examination paper(s) used or unused out of the examination hall.

### WARNING:

The Examination Board of Peninsula College Georgetown regards cheating as a very serious offence and will not hesitate to mete out the appropriate punitive actions according to the severity of the offence committed, and in accordance with the clauses stipulated in the Students' Handbook, up to and including expulsion from Peninsula College Georgetown.

*(This booklet contains 3 printed pages including this page)*  
**DO NOT OPEN THIS BOOKLET UNTIL YOU ARE ALLOWED TO DO SO**

Answer the **COMPULSORY** question from section A and **ONE** question from **SECTION B**.

**[100 marks]**

**SECTION A**

1. A grain exporter from Canada, who regularly ships wheat to Europe, is assessing whether to change from chartering a dry bulk carrier on a voyage basis to using bulk containers on a liner service.

a) What kind of ship would be used in each case? (20 marks)

b) What kind of equipment is used to load and unload the cargo in each case? (20 marks)

c) What type of contract would be used for bulk containers? (20 marks)

d) Explain the advantages and disadvantages of each option for the grain exporter and provide a recommendation to the firm. (40 marks)

Total: [100 marks]

**SECTION B**

1. General Average (GA) is one of the principles in marine insurance that gives significance impact to the shipping players.

a) Explain the purposes of GA in marine insurance. (10 marks)

b) Discuss the key conditions that must be met for a GA claim to be valid. (20 marks)

c) Describe the types of policies in marine insurance that covers losses related to GA. (30 marks)

d) A cargo ship is caught in a violent storm. To prevent capsizing, the captain orders the jettisoning of part of the cargo, which includes high-value electronics. After the storm, the cargo owners whose goods were jettisoned demand compensation.

Analyse the costs related that will be apportioned among the shipowner and the cargo owners based on the principle of GA. (40 marks)

Total: [100 marks]

2. a) Explain the key differences between a contractual offer and an invitation to negotiate. (30 marks)

- b) Analyse who is responsible for making the offer and at which point this occurs in the following situations:
- i. During a sale in a physical retail store. (10 marks)
  - ii. In the context of an auction. (10 marks)
  - iii. In an online retail transaction. (10 marks)
- c) Describe the term "standing offer". Support your answer with appropriate examples of its application. (20 marks)
- d) Explain the concept of "The Battle of the Forms" and its implication in contract law. (20 marks)
- Total: [100 marks]

3. Distinguish the differences between the law of contract and law of tort. (100 marks)

4. The following cases are fictitious.

The case of *The Flying Dutchman [2023]* was heard in the High Court, with the judge ruling in favor of the cargo owner (Neptune Shipping Ltd) against the shipbuilder (Poseidon Craft Co). In his judgment, he referenced the case of *Waves and Tides [2022]*, defining a vessel as any structure capable of navigation. He dismissed the precedent set in *Anchor and Sail [1805]*. Additionally, he mentioned that if the shipbuilder had provided sufficient safety equipment, the outcome might have differed.

- a) What is the role of "common law" in shaping judicial decisions? (20 marks)
- b) Describe "the doctrine of precedent" and its importance in maintaining legal consistency. (30 marks)
- c) Which aspects of the judge's decision are considered obiter dicta? Provide your analysis. (20 marks)
- d) How might the judge's ratio decidendi and obiter dicta affect a similar future case heard in a lower court? (30 marks)
- Total: [100 marks]

**- END OF QUESTIONS -**