



**CASEBOOK ON  
SHIPPING LAW**

**E. R. Hardy Ivamy**

**FOURTH EDITION**

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# CASEBOOK ON SHIPPING LAW

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## PREFACE

The purpose of this new edition remains the same as that of earlier ones, i.e. to set out in a convenient form the leading and important cases relating to shipping law. At the head of each case there is a short statement of the principle involved. This is followed by a summary of the facts, the decision given, and extracts from one or more of the judgments delivered.

In Part II ("Carriage of Goods by Sea") *Kodros Shipping Corporation v. Empresa Cubana de Fletes: The "Evia" (No. 2)* [1982] 2 Lloyd's Rep. 307, H.L., decides that where a time charter-party requires the vessel to use safe ports only, the port, at the moment when the order to go there is given, must be prospectively safe. *Afovos Shipping Co. S.A. v. R. Pagnan and F. Lli: The "Afovos"* [1983] 1 Lloyd's Rep. 335, H.L. decides that the latest point of time which constitutes punctual payment of an instalment of hire is midnight of the day in question. It was emphasised in *Scandinavian Trading Tanker Co. AB v. Flota Petrolera Ecuatoriana: The "Scaptrade"* [1983] 2 Lloyd's Rep. 253, H.L., that the Court has no jurisdiction to grant relief to the charterer against the exercise by a shipowner of his contractual right under the withdrawal clause to withdraw the vessel where an instalment of hire is not paid by the due date. In *Mitsui O.S.K. Lines Ltd. v. Garnac Grian Co. Inc.: The "Myrtos"* [1984] 2 Lloyd's Rep. 449 it was held that a clause stating the estimated time of arrival of a vessel was a condition.

Also in Part II are some new cases on the Hague Rules. *Mayhew Foods Ltd. v. Overseas Containers Ltd.* [1984] 1 Lloyd's Rep. 317 indicates that the Rules do not apply to carriage or storage of goods before they are shipped. A clause enabling the carrier to limit his liability below the level permitted by the Rules where they apply is void: *The "Morviken"* [1983] 1 Lloyd's Rep. 1, H.L. *Empresa Cubana Importada de Alimentos "Alimport" v. Iasmos Shipping Co. S.A.: The "Good Friend"* [1984] 2 Lloyd's Rep. 566 is the latest authority on the burden of proof being on the carrier claiming exemption under Article IV, r. 1, to show that he had exercised due diligence to make the ship seaworthy. Under the Rules the ship is entitled to make any reasonable deviation: *Danae Shipping Corporation v. T.P.A.O. and Guven Turkish Insurance Co. Ltd.* [1983] 1 Lloyd's Rep. 498.

In Part III ("Collisions") all the decisions on limitation of liability hitherto included have been deleted in view of the changes in the law made by the

Merchant Shipping Act 1979, which has repealed the relevant sections of the Merchant Shipping Act 1894.

In Part V (“Marine Insurance”) in the case of *Container Transport International Inc. v. Oceanus Mutual Underwriting Association (Bermuda) Ltd.* [1984] 1 Lloyd’s Rep. 476, C.A., the word “judgment” in the Marine Insurance Act 1906, s. 18(2) (which states: “Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether he will take the risk”) is used in the sense of “the formation of an opinion”. *Rhesa Shipping Co. S.A. v. Edmunds: The “Popi M”* [1985] 2 Lloyd’s Rep. 1, H.L., is an illustration of the principle that the burden of proving a loss by a peril of the sea lies on the assured. *Athens Maritime Enterprises Corporation v. Hellenic Mutual War Risks Association (Bermuda) Ltd.: The “Andros Lemos”* [1983] 1 All E.R. 590 holds that “piracy” means “theft at sea involving force or threat of force”, and that it may be committed inside territorial waters.

To Part VII (“Admiralty Jurisdiction and Practice”) *The “Goring”* [1986] 1 Lloyd’s Rep. 129 has been added. It was there laid down that the Court has jurisdiction under the Supreme Court Act 1981, s. 20(2)(j), even though a salvage operation takes place in non-tidal waters.

I am grateful to *Lloyd’s Law Reports* and to Butterworth & Co. (Publishers) Ltd. (the publishers of *The All England Law Reports*) for giving me permission to use extracts from the judgments in the reports concerned.

I should like to thank Mr E. Martin and Miss Catherine Anderson, both of the Legal Publishing and Conference Division of Lloyd’s of London Press Ltd., for seeing the book through the press.

May 1987

E. R. HARDY IVAMY

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