

Payne and Ivamy's
Carriage of Goods by Sea

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Preface

So many developments both in case law and in statute law have taken place since the last edition of this book that it has been necessary for the whole of the text and footnotes to be reset. The layout has been modernised with a view to increasing readability, especially in the summaries of the cases cited. The footnotes, too, are laid out in a different form.

Chapter 2 ('Charter-parties') has undergone the greatest change especially with reference to time charter-parties. *Alfred C Toepfer Schiffahrtsgesellschaft GmbH v Tossa Marine Co Ltd, The Derby* [1984] 1 Lloyd's Rep 635, shows the meaning of a vessel being 'fitted for ordinary service'. *Kodros Shipping Corp v Empresa Cubana de Fletes, The Evia (No 2)* [1982] 2 Lloyd's Rep 307, HL, concerns the charterer's duty to nominate a safe port. A number of cases indicate the circumstances in which an extra insurance is payable if the vessel is going to breach the trading limits eg *Atlantic Lines and Navigation Co Inc v Hallam Ltd, The Lucy* [1983] 1 Lloyd's Rep 188. The extent to which a charterer can set off certain claims against hire is illustrated by *S L Sethia Liners Ltd v Naviagro Maritime Corp, The Kostas Melas* [1981] 1 Lloyd's Rep 18. *President of India v La Pintada Cia Navegacion SA* [1984] 3 All ER 773, HL, holds that the shipowner has no remedy by way of a claim for general damages in respect of interest on unpaid hire. The circumstances in which a shipowner is entitled to withdraw a vessel where the hire is not paid punctually are set out in *Awilco A/S v Fulvia SpA di Navigazione, The Chikuma* [1981] 1 Lloyd's Rep 371, HL, and *Afovos Shipping Co SA v R Pagnan and Flii, The Afovos* [1983] 1 Lloyd's Rep 335, HL. The requirements necessary to show that a shipowner has waived a right to withdraw the vessel are considered in *Scandinavian Trading Co AB v Flota Petrolera Ecuatoriana, The Scaptrade* [1983] 1 Lloyd's Rep 253, HL. *Actis Co Ltd v Sanko SS Co Ltd, The Aquacharm* [1982] 1 Lloyd's Rep 7, CA, and *Belcore Maritime Corp v Flii Moretti*

Cereali SpA, The Mastro Giorgis [1983] 2 Lloyd's Rep 66 are interesting cases on the operation of the 'off-hire' clause. *Hansen-Tangen Rederi III A/S v Total Transport Corp'n, The Sagona* [1984] 1 Lloyd's Rep 194 surveys the scope of the 'employment and indemnity' clause. The 'excepted perils' clause under a time charter-party is the subject of the decision in *Tor Line A/B (Renamed Investment AB Torman) v Alltrans Group of Canada Ltd, The TFL Prosperity* [1984] 1 Lloyd's Rep 123, HL. *Malaysian International Shipping Corp'n v Empresa Cubana de Fletes, The Bunga Kenanga* [1981] 1 Lloyd's Rep 518 and *Santa Martha Baay Scheepvaart and Handelsmaatschappij NV v Scanbulk A/S, The Rijn* [1981] 2 Lloyd's Rep 267 are concerned with the measure of damages where a vessel is redelivered at the wrong port.

Chapter 3 ('Bills of lading') has been expanded by the addition of *Mayhew Foods Ltd v Overseas Containers Ltd* [1984] 1 Lloyd's Rep 317, (the application of the Carriage of Goods by Sea Act 1971) and *Danae Shipping Corp'n v TPAO and Guven Turkish Insurance Co Ltd, The Daffodil B* [1983] 1 Lloyd's Rep 498 (deviation).

In chapter 4 ('The construction of charter-parties and bills of lading') the application of the ejusdem generis rule is exemplified by *Belcore Maritime Corp'n v Flii Moretti Cereali SpA, The Mastro Giorgis*, supra, and the rule that the whole of the document must be looked at is demonstrated in *Nereide SpA di Navigazione v Bulk Oil International Ltd, The Laura Prima* [1982] 1 Lloyd's Rep 1, HL.

In chapter 7 ('The exclusion and limitation of a shipowner's liability') *Silver Coast Shipping Co Ltd v Union Nationale des Co-operatives Agricoles des Cereales, The Silver Sky* [1981] 2 Lloyd's Rep 95 is the latest authority on 'restraint of princes'. Whether liability for loss by negligence has been effectively excluded came up for decision in *Industrie Chimiche Italia Centrale SpA v Nea Ninemia Shipping Co SA, The Emmanuel C* [1983] 1 Lloyd's Rep 310 and *Seven Seas Transportation Ltd v Pacifico Union Marina Corp'n, The Satya Kailash and Oceanic Amity* [1984] 1 Lloyd's Rep 588, CA. Account is taken of the provisions of the Merchant Shipping Act 1979 (although they are not yet in force) with regard to the exclusion and limitation of liability. The Merchant Shipping Act 1981 has amended the Carriage of Goods by Sea Act 1971 by substituting units of account for gold francs in calculating the extent to which a shipowner may limit his liability and the Act of 1981 has also amended the Merchant Shipping Act 1894, s 503 by enacting that in future the maximum sum is calculated according to a number of

'special' drawing rights for each ton of a vessel's tonnage. Both these matters are duly noted.

In chapter 10 ('Demurrage and despatch money') *Food Corpn of India v Carras Shipping Co Ltd, The Delian Leto* [1983] 2 Lloyd's Rep 496 has been added to the cases on the rule of 'once on demurrage, always on demurrage'. The time when the lay days commenced was considered in *Clerco Compania Naviera SA v Food Corpn of India, The Savvas* [1982] 1 Lloyd's Rep 22, CA, and *Mosvolds Rederi A/S v Food Corpn of India, The King Theras* [1894] 1 Lloyd's Rep 1, CA.

In chapter 11 ('Freight') the question whether the goods delivered were in a mercantile sense the same goods as shipped thus making the freight payable fell to be decided in *Montedison SpA v Icrroma SpA, The Caspian Sea* [1980] 1 Lloyd's Rep 91.

The Appendices now include the text of the Merchant Shipping Act 1979, ss 17 and 18 and Sch 4 and that of the Merchant Shipping Act 1981.

In Appendix A the form of a bill of lading is reproduced by courtesy of the New Zealand Tonnage Committee. The 'Gencon' charter-party and the 'Baltimex 1939' charter-party are printed in Appendix B with the kind permission of the Baltic and International Maritime Conference.

I should like to thank the staff of Butterworths for undertaking the arduous job of preparing the Index and the Tables of Cases and Statutes, and seeing the book through the press.

University College London
February 1985

E R HARDY IVAMY

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