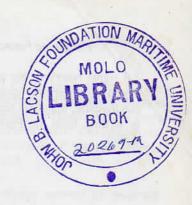
MARITIME LAW

(Revised Edition)



TERESITA SAN DIEGO - OBLEPIAS

2010 2010



MARITIME LAW (Revised Edition)

TERESITA SAN DIEGO - OBLEPIAS

TABLE OF CONTENTS

Foreword		iii
Preface		ix
Unit I M	aritime Law and the Ship	1
		2
	- Maritime Law, Its Nature and Domain	2
1.1	Introduction	2
1.2	The Meaning of Law	3
1.3	Major Classifications of Law International Law	3
1.4		4
1.5	Municipal Law	7
1.6	Illustration of Differences Between the Two Major	5
1.7	Classification of Law	5
1.7	Major Legal Systems	6
1.8	Subdivisions of Municipal Law	8
1.9	Illustration of Subdivisions of Municipal Law	9
1.10	What is Maritime Law?	9
1.11	Relationship of Maritime Law with International Law	11
1.12	Origins and Sources of Maritime Law	13
1.13	Importance of Maritime Law	15
Chanton 2	- The Ship: Its Meaning, Registration, and Nationality	17
2.1	Introduction	17
2.1	Historical Development of Ships	18
2.3	The Legal Definition of a Ship	23
2.4	Guide in Determining if a Floating Structure is a Ship	25
2.5	Ship Appurtenances	27
2.6	When Does a Ship Ceases to be Called a Ship?	27
2.7	Acquisition of a Ship	28
2.7	The Norwegian Saleform	29
2.9	Ownership of the Ship	30
2.10	Nationality of the Ship	32
2.10	Registration of Ships	34
2.11	Ship Register (Open and Closed)	36
	Flag State Administration	36
2.13		37
2.14	What is Flag State?	38
2.15	Jurisdiction of the Flag State	38
2.16	Flag of Convenience (FOC)	39
2.17	The Second Register	40
2.18	Diplomatic Protection of a Ship	
2.19	Ship's Right of Innocent Passage in the Territorial Sea	41

Chapte	r 3 - Surveys of the Ship and Documents Aboard	44
3.1	Introduction	44
3.2	Requirements for Ship Surveys	45
3.3	Requirements After the Surveys	46
3.4	Certificates and Documents	46
3.5	General List of Certificates and Documents Kept On Board	
-	the Ship	47
3.6	Issuance and Validity of Certificates	50
3.7	Control and Inspection of Certificates Validity	61
Unit II	Carriage of Goods by Sea and the Contracts for the Use of Ships	63
Chapte	r 4 - Carriage of Goods and the Contract of Affreightment	64
4.1	Introduction	64
4.2	Contract of Carriage of Goods by Sea	64
4.3		66
4.4	Parties of the Contract of Carriage of Goods	67
4.5		70
4.6	Other Shipping Documents for the Carriage of Goods by Sea	72
4.7	Contract of Affreightment and Its Main Characteristics	74
4.8	Contractual Aggreements Under Contract of Affreightment	75
Chapte	r 5 – The Bill of Lading	79
5.1	Introduction	79
5.2	Definition of a Bill of Lading	79
5.3	Information in the Bill of Lading	80
5.4	Commercial Background and Reasons for the of Bill of Lading	82
5.5	Clean Bill of Lading and Claused Bill of Lading	84
5.6		85
5.7	Types of Bill of Lading	87
5.8	The Bill of Lading Under a Charter Party	88
5.9	Electronic Bill of Lading	89
5.1		90
Chapte	er 6 – The Voyage Charter Party	93
6.1	Introduction	93
6.2		94
6.3	The Reasons Why a Voyage Charter Party is Concluded	94
6.4	Chartering Process Under a Voyage Charter	95
6.5		95
6.6		95
6.7		96
6.8		98
6.9		98
6.1		99
6.1		100

	0.12	Exception from Laytime/Time Not Counted	102
	0.13	Unreasonable Deviation	103
	0.14	Deviation Allowed by the Hague-Visby Rules	103
	0.15	Deviation Allowed in Common Law	104
	6.16	Deviation Allowed by a "Deviation Clause"	104
	6.17	Effects of Unreasonable Deviation	104
	6.18	Stoppage in Transit	105
	6.19	Discharge, Delivery, and Freight Payment	105
	6.20	Types of Freight	108
	6.21	Demurrage	110
	6.22	Despatch	111
	6.23	Cargo Damage and Freedom of Contract	111
	6.24	Expenses Borne by the Shipowner and the Charterer	112
	6.25	Charter Parties for Consecutive Voyages	112
C	hapter 7	- Time and Bareboat Charter Parties	115
	7.1	Introduction	115
	7.2	The Time Charter Party	116
	7.3	Reasons Why a Time Charter is Concluded	116
	7.4	The Standard Forms of Time Charter Parties	117
	7.5	Description of a Ship in the Time Charter Party	117
	7.6	Cargo Capacity, Speed, and Fuel Consumption	118
	7.7	The Period of Time Charter	119
	7.8	Obligations of the Charterer to Pay Hire	120
	7.9	Escalation Clause	121
	7.10	Delivery of the Ship	122
	7.11	Redelivery of the Ship	122
	7.12	The Bunkers Clause	123
	7.13	The Sub-Chartering Agreement	123
	7.14	Trading Areas and Safe Port	124
	7.15	Expenses Borne by the Charterer and the Shipowner	125
	7.16	Relationship Between the Master and the Charterer	126
	7.17	Bills of Lading Under Time Charter Party	126
	7.18	The Bareboat Charter Party	127
	7.19	General Characteristics of Bareboat Charter	127
	7.20	Principal Terms/Conditions of Bareboat Charter	128
	7.21	Other Specific Obligations of the Charter	128
	7.22	Rights of the Owners	129
	7.23	Requisition for Hire and Compulsory Hire	129
	7.24	Relationship Between the Master of the Ship and the Charterer	129
	7.25	Barecon 89 Form	129
U	nit III A	ncillary Contracts	132
C		- The Pilotage Services	133
	8.1	Introduction	135

	8.2	Pilotage Service	133
	8.3	Concepts of Pilotage District and Pilotage Ground	134
	8.4	The Definition of a Pilot	135
	8.5	Regulation and Control of Pilotage Service	136
	8.6	Categories and Policies of Pilotage Services	137
	8.7	Compulsory and Non-Compulsory Pilotage	138
	8.8	Rights and Responsibilities of the Pilot and the Master	139
	8.9	Relationship Between the Master and the Pilot	140
	8.10	Liabilities of the Pilot and the Master	141
CI	hapter 9	- Towage and Stevedoring Services Contracts	143
	9.1	Introduction	143
	9.2	Tug, Tow, and Towage	144
	9.3	The Contract	145
	9.4	Compulsory Tug Assistance	146
	9.5	The Rates	146
	9.6	Liabilities of Tugowners	146
	9.7	Towhire and Towcon Contracts Compared to UKSTC	147
	9.8	Stevedoring Services Contract	149
	9.9	Parties to Stevedoring Contract	149
	9.10	Liabilities of Employers of Stevedores	150
	9.11	Stevedores' Damage to Ship	151
U	nit IV Th	e Legal Action of Marine Accident	153
C	hapter 10	- Collision and Liabilities from Marine Accident	154
	10.1	Introduction	154
	10.2	The Terms "Collision" and "Allision"	155
	10.3	Duty of the Master to Assist	155
	10.4	International Conventions on Collision Regulation	156
	10.5	The General Rules on Collision	157
	10.6	The Law of Torts	158
	10.7	The Both to Blame Collision Liabilities	159
	10.8	Both to Blame Collision Clause for Tanker Vessels in the US	160
	10.9	Shipowner's Limitation of Liability Under the 1957 Convention	161
	10.10	Shipowner's Liabilities on Cargo	163
	10.11	Personal Injury and Vicarious Liability	164
	10.11	Contributory Negligence	164
c	hanter 11	- Salvage	167
Ī	11.1	Introduction	167
	11.2	Salvage, Salvage Contract, and Salvors	168
	11.3	Difference Between Salvage and Towage	169
	11.4	Who Concludes the Salvage Contract?	170
	11.4	Duties of the Salvor and Master or Shipowner	170
	11.6	Criteria for Fixing Danger	171
	11.0	Criteria for Fixing Danger	1/1

11.7	The "No-Cure, No-Pay" Principle	171
11.8	Lloyd's Open Form of Salvage Agreement	172
11.9	The Contents of the LOF 2000	173
Chapter 12	- General Average	176
12.1	Introduction	176
12.2	Brief History of General Average and the York and Antwerp	
	Rules	176
12.3	Definition of General Average	177
12.4	Important Conditions of General Average	177
12.5	Expenses and Sacrifices in General Average	178
12.6	Adjustment and Settlement of General Average	184
12.7	Who Shall Contribute?	184
12.8	Basis of Contribution	185
12.9	Average Adjuster and Assessment of Claims	185
12.10	Settlement of General Average	185
12.11	General Average and Carrier's Fault	186
12.12	The US Law and the New Jason Clause	186
Appendix 1		189
Glossary	Steventural Demigration Stup 1 in the second Company	191
Bibliograph	y	194