

# MARITIME LAW.

1. How many shares are there in a British ship, and who may be the owners, and how is an interest acquired? *By B/S files in off of reg of shipping in the case of a Brit ship an / affds is necessary that transferee is a Brit subject*

2. What is bottomry and *respondentia*? Give distinction between them. Under what circumstances may the master of a British ship give a valid bottomry bond? Is there any difference in the application of the law when the ship is foreign? Give reasons for your answers, and decided cases if you have any. *law of the flag applies*

3. What is a maritime lien? State the distinction (if any) between it and a common law lien. How may a maritime lien be created, how assigned, how extinguished? Can you assign it? Give instances in all cases. *Salvage, collision, tort or delict*

4. What are necessaries? Is there a maritime lien in any case for necessaries? What remedy has a merchant to recover for necessaries supplied to (1) a British ship; (2) a foreign ship? *only in case of bottomry*

5. What is the authority of the master to pledge the credit of the owners for necessaries?

6. Does the right to proceed in rem constitute a maritime lien? Give reasons for your answers. *No because right to proceed in rem does not constitute a maritime lien. Statute gives the right to proceed in rem*

7. What is salvage? What towage? Does either service create a maritime lien? In salvage proceedings the "value" of property salvaged refers to what period of time? What is the general rule as to maximum amount of salvage awarded? *Always done but may not*

8. How are damages awarded in collision cases? State distinction (if any) between Admiralty and Common law. Discuss the burden of proof in case of collision thrown on a vessel infringing a sailing regulation, and give the law as to the division of damages. *Each party is liable for their own damage, at common law each party is liable for their own damage, but by no fault comes the infringing of the regulation have been the collision*

9. What remedy has a seaman for the recovery of his wages? What a master? Has a master any remedy against the vessel for liabilities for disbursements but not actually paid for by him? *Unpaid wages, bunk, meals and owners.*

10. What is a charter party? What a bill of lading? What is a "cesser clause" in a charter party? *Class clause where shippers liability ends and charter begins*

11. Is there any difference as to a warranty of sea-worthiness in a time policy and a voyage policy of marine insurance. State the law. *Yes no warranty of sea-worthiness in a time policy, but there is in a voyage*

*Apn see. MarSecs*

*(1) Can not proceed agt ship  
(2)*

*Contributory negligence*

*Can law be dependent on...  
Admiralty to...  
difference in...  
where...  
articles...  
out of the...  
does not*

*500/400*

500	400
100	100
400	300
100	100
300	200
100	100
200	100
100	100
100	100

*1500  
500  
2000  
2500  
2000  
500  
1000*



7  
Bottom  
is a  
Maritime  
lien

Blank  
Slate

A Bottoming Bond is in the nature of  
a pledge of a ship: when the owner  
lends up money to enable him to carry  
on his voyage and pledges the keel or  
bottom of the ship as a security for the  
repayment. In which case it is understood  
that if the ship be lost, the lender loses also  
his whole money: but if it returns in safety  
then he shall receive back his principal  
and also the premium or interest agreed upon,  
however it may exceed the legal rate of interest.  
In this case the ship, tackle, if bought from  
one answerable (as well as the person of  
the borrower) for the money lent  
is money lent upon the goods and merchandise  
and the must necessarily be sold or ex-  
changed in the course of the voyage, then  
only the borrower personally is bound to  
answer the contract.

Responsibility  
" is  
a personal  
contract

WATERBURY