Distance Learning Module Planner

International Trade Contracts

Course Code: MP–LD3040
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How to Use Your Module Planner

The Module Planner is vital to your studies. It divides the work in each area into Units, and shows you the minimum number of hours you should spend on each Unit, at the top right hand corner of the first page of each Study Unit, in order to understand the law involved. You should plan on devoting a minimum of 150 hours to each module you study.

The section headed ‘Essential Reading’ contained in the Reading List and each Study Unit refers you to the materials with which you are provided: the Textbook, 150 Leading Cases and Statute Book. The materials listed in the Essential Reading are sufficient to enable you to complete the course very effectively.

The section headed ‘General Reading’ lists other books which, if you wish, you can read to give you other approaches to the law. These books are not provided but you should be able to purchase them from Hammicks Legal Bookshop, whose address, telephone number and website details are provided in the General Reading section of the Reading List. They are not essential for you to be successful on the course, but they may help to give you a different viewpoint of the law involved in this module.

The Module Planner guides you through the course. Work through it logically, and in order, and make sure you understand one Unit before you move on to the next. At the end of each Unit you will find a set of Self-Study Questions. Test yourself on these and make sure you understand them before you move onto the next Unit.

At the end of the Study Units you will find the Learning Project. A compulsory question will be set in the examination in Section A of your paper on all or parts of the material covered by the Learning Project, and this will count for 50 per cent of your overall grade, so it is essential that you ensure you study and understand all aspects covered by it. The Study Units which relate to the Learning Project have been indicated to guide you through this material while you study.

The Module Planner is your guide to the topic of English law that it covers. Have it with you as you study and you will make the most of this opportunity to obtain the best law degree of which you are capable.

With this Module Planner you should have the following materials:
Law of International Trade Textbook
Sellman (4th edition 2003) Old Bailey Press
Law of International Trade 150 Leading Cases
Sellman and Evans (2002) Old Bailey Press
Law of International Trade Statute Book
Cracknell (4th edition 2003) Old Bailey Press

Law of International Trade Revision WorkBook
Sellman (3rd edition 2002) Old Bailey Press
If you do not receive this set of materials, please contact:
Distance Learning Department
Holborn College
Woolwich Road
Charlton
London
SE7 8LN
Tel: +44 (0) 208 317 6000
Fax: +44 (0) 208 317 6003
E-mail: dl@holborncollege.ac.uk

Topics Covered by Module

This module covers the following topics within English law.
Types of Sale Contracts; Conditions and Incoterms
Sea Carriage Contracts; The Bill of Lading
Cif Sales; Application of Cif Incoterms and Case Law Rules
Fob Sales; Application of Fob Incoterms and Case Law Rules
Combined Transport and Containerised Transport; Documents and Operators; Carriage by Air, Road and Rail
Documentary Credits; Application of the UCP and the Case Law
The Contracts (Applicable Law) Act 1990

Skills to be Developed and Examined

To be successful in the end of module examination you need to show that you understand and can apply the area(s) of law you have been studying. You must be able to demonstrate this to the examiners by writing answers which communicate the points you wish to make accurately and in good English. This is a key part of demonstrating that you have understood the points of law, the cases and the Acts of Parliament that you have studied.

Before you start to write your answer, identify the issues that are relevant to the question. These must be clearly stated in your short introductory paragraph(s). When referring to case law and statute law, you then need to explain the relevant legal principles in the context of the issues you identified in your introductory paragraph(s). Finally, you need to write a concluding paragraph which brings your points together. Do not write everything you know about an area, or write answers that take the form of a series of notes. Your answer should be structured in the way described above and be written in good English.

For further guidance on how you will be graded please consult your Award Guide which contains an explanation of the criteria used to grade your work.

It is important that you practice answering questions and in particular take the opportunity to submit a sample question for marking and feedback. This question is contained in the Practice Question section of the Module Planner.

Examinations

This module is assessed by one, two hour, unseen written examination. Examinations take place in September, January, and May of each year. The examination is in two parts: Part A is a compulsory question and counts for 50 per cent of the total grade, Part B has four questions of which you will be required to answer two only. Each of the questions in Part B is worth 25 per cent of the total grade.

The compulsory question in Part A is based on those topics which make up the Learning Project. You will find details of the Learning Project and the topic area covered by it at the end of the Study Units in this Module Planner. You should read this section carefully to identify those areas of the module covered by the Learning Project.

You will, therefore, know in advance of the examination that there will be a substantial question on the topics covered by the Learning Project. When you write the examination you should make sure that you devote 50 per cent of the time to the question in Part A. Your answer to this question should normally be about twice as long as your answer to the two questions in Part B.

The purpose of the Learning Project is to allow you to study a significant part of the syllabus in depth in the sure knowledge that you will be examined on it. In this way, hard-working students who have studied their materials thoroughly will be able to write an in-depth answer and have full credit for the work they have done reflected in the grade awarded.

There is no assessed coursework for this module. The total grade for the module is based upon the unseen written examination. Although you should make sure that you cover the whole syllabus, it is particularly important that you study those syllabus topics which are covered by the Learning Project thoroughly so that you can write a complete answer to the compulsory question in Part A and take advantage of the fact that this question is worth 50 per cent of the grade.

The examination is a two-hour examination with an additional 15 minutes reading time. It is an unseen examination. You will, however, be able to take into the examination an unmarked copy of your 150 Leading Cases, Statute Book and Law Update (this means that you should not write on these materials; you are only allowed to underline or highlight part of the text). As stated above, you will also know what topics will be covered by the compulsory question in Part A of the examination, provided you have studied the details of the Learning Project at page 44 of this Planner.

A Brief Guide to Study Skills

As a distance learning student you will undoubtedly have other demands on your time. It is, therefore, important that you use your time effectively. The following tips are intended to help you do so.

Time Management

- Be realistic.
- Work out what time you have available for study; take out time for sleeping, eating, recreation, etc.
- Try to plan ahead – do not leave everything to the last minute.
- Prioritise – do not do the easiest task first, but the one that really needs to be done first.
- Set objectives which are reasonable, and make sure that they are somewhere you see them.
- Break large tasks into manageable sub-tasks and set target dates against each sub-task.
- Keep a wall planner chart.
- Try doing the most difficult things when you feel at your best.
- Remember the unexpected always happens, so be flexible – don't get angry when plans have to change.

Effective Reading

Reading

- Read with purpose (what questions have to be answered?).
- Read selectively – scan and skim – only read in detail what you need to.
- Mentally recite what you have just read.
- Make notes at appropriate points – bullet points, do not rewrite the whole book.

Review

- Did I answer the questions I wanted to?
- Do I understand and remember what I read?

Studying

Where?

- Choose somewhere that is conducive to study. You need: a large table or desk; a suitable chair; a bookcase; adequate, suitable lighting; adequate ventilation; reasonable temperature – too cold,
- you can't concentrate – too warm, you will go to sleep.
- Banish distractions – magazines, radio, telephone, TV.
- Decide where you study best, and try to keep to it.

When?

- When you are alert.
- Not when you are too tired.
- When it is the best time of day for you – some people work better at night, others early in the morning.

How?

- Try studying for 50 minutes, break for 10 minutes, etc.
- Have all you need available – pens, pencils, dictionary, PC, etc.
- Avoid too much physical relaxation or you will go to sleep!
- Actively study – make notes, etc. It is difficult to just read for too
- long; it makes you sleepy and you lose concentration.
- Remember to have breaks and do have time for relaxation.
- Set yourself targets, and give yourself rewards!

Practice Questions

At the end of each unit you will find Sample Questions, and at the end of the Planner is a Practice Question and Suggested Answer. strongly advised to submit at least one answer to either a Sample Question or the Practice Question for marking. Unless you do so you will not gain any insight into your strengths and weaknesses.

Introduction to Study Units

The Study Units deal with the individual topics covered by the module. The module is broken down into Study Units to enable you to look at each area of law in digestible parts. You must work through each Study Unit in order, ensuring that you understand the material covered by each Unit before progressing on to the next one.

Each Study Unit is broken down into four major sections.

- Reading List

This indicates what reading you must do (Essential Reading) in order to cover all of the material set in the Unit. All material listed in the Essential Reading is provided as part of your study materials. You can, if you wish, further your knowledge and understanding by completing the General Reading in each Unit. These materials are not essential for you to complete the course, but you may find them useful in your study. Such materials are not supplied, and you are responsible for obtaining copies of the titles listed in the General Reading. Details are given in the Reading List of suppliers.

- Case Law and Statutes

This section directs you to those cases and statutes that you will need to read and understand in order to complete the Unit. All materials listed here can be found in your Textbook or 150 Leading Cases.

- Self-Study Questions

These are questions designed to set the parameters of the Study Unit and to test your application of the basic principles.

- Sample Questions

These may be essay or problem questions, often taken from past examination papers. You should attempt your own answers to all of these questions.

Reading List

These are the titles that you will use throughout the course. They are referred to in the reading section of each Study Unit, to guide you in your learning.

Essential Reading

All materials listed here must be read in order for you to understand the module. These books are supplied as part of your study materials.
Reading List
These are the titles that you will use throughout the course. They are referred to in the reading section of each Study Unit, to guide you in your learning.
Essential Reading

All materials listed here must be read in order for you to understand the module. These books are supplied as part of your study materials.
Law of International Trade Textbook
Sellman (4th edition 2003) Old Bailey Press
Law of International Trade 150 Leading Cases
Sellman and Evans (2002) Old Bailey Press
Law of International Trade Statute Book
Cracknell (4th edition 2003) Old Bailey Press
General Reading

These materials are not supplied, and are not essential to pass the module. You may, however, wish to refer to them to deepen your understanding of the topics covered by the course. You are responsible for obtaining your own copies of these titles. If you choose to do so, you should be able to purchase them by contacting Hammicks Legal Bookshops at 192 Fleet Street, London EC4A 2NJ; tel: +44 (0)20-7405-5711 or you can order online at www.hammickslegal.co.uk.
The Law of International Trade
Day and Griffin (3rd edition 2003) Butterworths
Introduction to the Carriage of Goods by Sea
Wilson (4th edition 2001) Longman
Ridley's Law of the Carriage of Goods by Land, Sea and Air
D'Arcy (7th edition 1992) Shaw & Sons
Schmitthoff: Export Trade
Schmitthoff (10th edition 2000) Sweet & Maxwell

In addition, in each Study Unit you will find a list of cases which should be consulted. Summaries of these can be found in the 150 14 Leading Cases; cases marked with an * are referred to in the Textbook. If you have access to the Internet you may wish to take advantage of the legal materials available via this source. See your Award Guide for details.

For those students who have never studied the law, certain terminology used may be difficult to understand at first. As you progress through the course, you will learn a range of new words and phrases that are frequently used in the study of law. If you encounter any difficulties with the terminology used, however, you will find it useful to refer to a legal dictionary, which will explain the meaning of legal words and phrases in plain English. Mozley and Whitley's *Law Dictionary* (12th edition 2001) by Butterworths is very helpful, and can be purchased through Hammicks Legal Bookshops.

Study Unit 1 Suggested minimum study hours: 10

Topic

Types of Sale Contracts; Conditions and Incoterms

Introduction

It is important for the study of international trade contracts to understand the concept of risk and property within the meaning of the Sale of Goods Act 1979, and to understand the obligations imposed upon the seller by the Act when shipping goods, as well as the remedies available to both parties. This Unit examines the provisions of the Sale of Goods Act relevant to the study of international trade contracts.

Objectives

a To examine the various types of sale contract and their standard conditions. b To consider the Incoterms.

Essential Reading

These titles have been supplied as part of your study materials. Law of International Trade Textbook – Chapter 2 (sections 2.1, 2.5 and 2.8–2.10)

Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law and statutes

- Aluminium Industrie Vaasen BV v Romalpa Aluminium Ltd [1976] 2 All ER 552 16Arcos Ltd v E A Ronaasen & Son [1933] AC 470 (HL)

Ashington Piggeries Ltd v Christopher Hill Ltd [1972] AC 441 * Aswan Engineering Establishment Co v Lupdine Ltd [1987] 1 WLR 1 Booth Steamship Ltd v Cargo Fleet Iron Co Ltd [1916] 2 KB 570 (CA)
Bunge Corporation v *Tradax SA* [1981] 2 All ER 513 [1981] 1 WLR 711
Carlos Federspiel & Co SA v Charles Twigg & Co Ltd and Another
[1957] 1 Lloyd's Rep 240
Cehave NV v Bremer Handelgesellschaft mbH, The Hansa Nord [1976]
QB 44
Hendy Lennox (Industrial Engines) Ltd v Grahame Puttick Ltd [1984]
2 All ER 152; [1984] 1 WLR 485
Maple Flock Co Ltd v Universal Furniture Products (Wembley) Ltd
[1934] 1 KB 148
Mash Murrell v Joseph Emanuel [1962] 1 WLR 16 (CA)
Reardon Smith Line v Hansen-Tangen [1976] 3 All ER 570; [1976] 2
Lloyd's Rep 621
Ruben v Faire Bros [1949] 1 All ER 215
Sharpe © & Co Ltd v Nosawa & Co [1917] 2 KB 814
The Elafi [1982] 1 All ER 208
The Santa Clara [1996] 3 All ER 193 (HL)
Sale of Goods Act 1979
Sale and Supply of Goods Act 1994
Supply of Goods and Services Act 1982
Unfair Contract Terms Act 1977

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 When does:

a property in goods pass;
b risk in goods pass?
2 How significant really is the ship's rail in the passing of the property?
3 What is:

a the right of stoppage in transit;
b a lien;
c a right of retention?
How are these rights lost?
Study Unit 1
17

4 When are goods appropriated to the contract and what is the effect of such appropriation?

5 What is the effect of delivery of the wrong quantity of goods in one instalment of several?

6 What are the various classifications of goods adopted by the SGA and why are they necessary?

7 What are the remedies available to the seller if the buyer fails to accept delivery of the goods?

8 What are the remedies available to the buyer should the seller fail to deliver the goods?

Sample Questions

1 Singh agreed to sell a quantity of maize to Ben. It was agreed that Ben would take delivery of the maize when it was shipped aboard Ben's ship. When Singh attempted to load the maize, Ben refused to accept it on the ground that it was of inferior quality.

Advise Singh.

(Wolverhampton LLB by Distance Learning Question.) 2 Abey entered into a contract with Cass for the purchase of 50 desks. It was agreed that the desks would be delivered in five instalments. Payment for the 50 desks was to be by one lump payment. The first two instalments were delivered on time, but the third instalment was four days late. When Abey complained, Cass promised that the final two instalments would be delivered according to the contractual dates. The fourth instalment was late and two of the desks in the instalment were broken.

Abey wants to cancel the contract and claims a refund of the price paid.

Advise Abey.
(Wolverhampton LLB by Distance Learning Question.)

Study Unit 2 Suggested minimum study hours: 10

Topic

Sea Carriage Contracts; The Bill of Lading

Introduction

The bill of lading is an important shipping document and it is necessary to have a good understanding of its importance when you study cif and fob. This Unit looks at the functions of the bill of lading.

Objective

To consider the bill of lading as a document of title, receipt and evidence of the contract of carriage.

Essential Reading

These titles have been supplied as part of your study materials. Law of International Trade Textbook – Chapters 2, 5 and 6 Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law and statutes

Aramis, The [1989] 1 Lloyd's Rep 213
Arnold Karberg v Blythe Green Jourdain [1916] 1 KB 495 Borealis AB v Stargas Ltd and Another, The Berge Sisar [2000] 1 WLR 209 (HL)
Brown Jenkinson & Co v Percy Dalton (London) [1957] 2 QB 621;
[1957] 2 All ER 844 (CA)
Diamond Alkali Export Corporation v F L Bourgeois [1921] 3 KB 443
*Golodetz (M) & Co Inc v Czarnikow-Rionda Co Inc, The Galatia [1980]*1 All ER 501
Hansson v Hamel & Horley Ltd [1922] 2 AC 36
Hindley v East Indian Produce Co [1973] 2 Lloyd's Rep 515 Kwei Tek Chao v British Traders & Shippers [1954] 2 QB 459
Leigh & Sillivan v Aliakmon Shipping Co, The Aliakmon [1986] AC 785 (HL)
Lickbarrow and Another v Mason and Others (1787) 2 Term Rep 63 Panchaud Frères SA v Etablissements General Grain [1970] 1 Lloyd's Rep 53 (CA)
Pyrene Co Ltd v Scindia Navigation Co Ltd [1954] 2 QB 402; [1954] 2 All ER 158

San Nicholas, The [1976] 1 Lloyd's Rep 8
Sanix Ace, The [1987] 1 Lloyd's Rep 465
Sewell (J) and Nephew v James Burdick and Others (1884) 10 App Cas 74
The Atlas [1996] 1 Lloyd's Rep 642
The Delfini [1990] 1 Lloyd's Rep 252

Bills of Lading Act 1855

Carriage of Goods by Sea Acts 1971 and 1992
Factors Act 1889
Sale of Goods Act 1979: ss25 and 47

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 What are the three functions of a bill of lading?

2 What is the effect of a ‘clean’ bill of lading?
3 What is a Mate’s receipt?
4 What are the functions of a sea waybill?
5 To what extent is a bill of lading an indication of the contract between the carrier and the shipper?
6 Why does common law have different rules on carriers’ liability for statements in a bill of lading depending on whether the statements are of quantity, condition or leading marks?

Sample Questions

1 Marco shipped on board the El Jo SS 500 bags of flour. The bill of
lading contained a clause ‘weight and quantity unknown’. The bags
International Trade Contracts were damp when shipped but on receiving an indemnity from Marco, the carrier issued a clean bill of lading.

The bill of lading was endorsed to Veejay who has now discovered that only 495 bags of flour are on board the ship. Advise the carrier who is being sued by Veejay in respect of the missing five bags of flour and the damp bags.

(Wolverhampton LLB by Distance Learning, January 2001, Question 4.)

2 ‘The bill of lading serves a useful function as a document of title, as well as being evidence of the contract of carriage and a receipt for the goods shipped on board the carrier’s vessel.’ Explain the functions of the bill of lading, with examples.

(Wolverhampton LLB by Distance Learning, May 2001, Question 4.)

Study Unit 3 Suggested minimum study hours: 20

Topic

Cif Sales; Application of Cif Incoterms and Case Law Rules

This Unit covers material contained in the Learning Project.

Introduction

Cif stands for cost, insurance and freight, and therefore represents three contracts. This Unit examines the seller's and buyer's obligations under the cif contract.

Objectives

To consider, in the context of cif sales, the following. a Risk and passing of property. b Tender. c Appropriation. d Retention of title. e Application of cif Incoterms and case law rules.

Essential Reading

These titles have been supplied as part of your study materials.

Law of International Trade Textbook – Chapter 2

Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law and statutes

Arnold Karberg v Blythe Green Jourdain [1916] 1 KB 495
Bowes v *Shand* (1877) 2 App Cas 455
Carlos Federspiel & Co SA v Charles Twigg & Co Ltd and Another [1957] 1 Lloyd's Rep 240
Colin and Shields v Weddell & Co Ltd [1952] 2 Lloyd's Rep 1021; [1952] 2 All ER 337
Comptoir d'Achat v Luis de Ridder, The Julia [1949] AC 293
Concordia Trading BV v Richco International Ltd [1991] 1 Lloyd's Rep 475

Diamond Alkali Export Corporation v F L Bourgeois [1921] 3 KB 443
Groome © Ltd v Barber [1915] 1 KB 316
Hansson v Hamel & Horley Ltd [1922] 2 AC 36
Henry (D I) v *Clasen* [1973] 1 Lloyd's Rep 159
Kwei Tek Chao v British Traders & Shippers [1954] 2 QB 459
Leigh & Sillivan v Aliakmon Shipping Co, The Aliakmon [1986] AC 785 (HL)
Manbre Saccharine Company Ltd v Corn Products Company Ltd [1919] 1 KB 98
Mash Murrell v Joseph Emanuel [1962] 1 WLR 16 (CA)
Pagnan Spa v Tradax Transportation SA [1987] 2 Lloyd's Rep 342 Panchaud Frères v Etablissements General Grain [1970] 1 Lloyd's Rep
Sharpe © & Co Ltd v Nosawa & Co [1917] 2 KB 814
Sale and Supply of Goods Act 1994
Sale of Goods Act 1979
Sale of Goods (Amendment) Act 1995

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 What is meant by cif? Compare to cfr.

2 How far is is true to say that a cif contract protects the seller rather than the buyer?

3 Consider how far it is necessary for cif documents to be valid and in correct form.

4 What are the duties of buyer and seller in a cif contract?
5 When does property pass in cif? When does risk pass?
6 What rights of rejection has a cif buyer?

Sample Questions

1 'The cif contract is often referred to as a contract for documents rather than a contract of sale.'

How far do you agree with this statement?

(Wolverhampton LLB by Distance Learning Question.) 2 Franco (the seller) entered into two contracts with Hank (the buyer) in Ohio. One contract was for the sale of 30 tons of iron ore cif Rotterdam, March shipment, buyer's option to nominate the port of destination. Hank nominated Sydney on 28 February and Franco received the notification on 4 March. Franco then cancelled the contract stating that the nomination was too late.

The second contract was for the sale of 200 tons of grain cif Nice, August shipment. The grain was loaded on 30 July. The ship had a total cargo of 50,000 tons of grain as the grain had not been separated into individual contracts.

On 3 August Franco sent Hank an invoice for the grain, a certificate of insurance under a floating policy, and a delivery order which was made out to the order of the ship's master. On arrival of the grain it was discovered that 500 tons were infected. Advise Hank.

(Wolverhampton LLB by Distance Learning Question.)

Study Unit 4 Suggested minimum study hours: 20

Topic

Fob Sales; Application of Fob Incoterms and Case Law Rules

Introduction

The fob contract has been described as a flexible instrument. This Unit examines the obligations of the seller and the buyer under the various types of fob contracts.

Objectives

To consider in the context of fob sales:

a risk and passing of property;
b the nomination of substitute vessels;
c comparisons and contrasts with cif sales;
d application of fob Incoterms and case law rules.

Essential Reading

These titles have been supplied as part of your study materials.

Law of International Trade Textbook – Chapter 2

Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law and statutes

Agricultores Federados Argentinos Sociedad Cooperative v Ampro SA
Commerciale, Industrielle et Financière [1965] 2 Lloyd's Rep 757
* Boyd (David) v Louis Louca [1973] 1 Lloyd's Rep 209
Cargill UK Ltd v Continental Ltd [1989] 2 Lloyd's Rep 290
Carlos Federspiel & Co SA v Charles Twigg & Co Ltd and Another
[1957] 1 Lloyd's Rep 240
Colley v Overseas Exporters [1921] 3 KB 302 Concordia Trading BV v Richco International Ltd
[1991] 1 Lloyd's Rep 475
Cunningham v Munro (1922) 28 Com Cas 42
Gill & Duffus v Société pour l'Exportation des Sucres [1985] 1 Lloyd's Rep 621
Mitsui & Co Ltd v Flota Mercante Grancolombiana SA, The Cuidad De
Pasto and Cuidad De Neiva [1988] 2 Lloyd's Rep 208
Pyrene Co Ltd v Scindia Navigation Co Ltd [1954] 2 QB 402; [1954] 2 All ER 158
Wimble, Sons & Co v Rosenberg [1913] 3 KB 743
Yelo v Machado [1952] 1 Lloyd's Rep 183
Sale and Supply of Goods Act 1994
Sale of Goods Act 1979
Sale of Goods (Amendment) Act 1995

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 What are the duties of a buyer and a seller under a fob contract?

2 In what circumstances can a substitute vessel be nominated? 3 a) What is an fob additional services contract? b) How does this differ from a cif contract?

4 When does risk and property pass in fob?

5 Is a clear classification of different types of fob contract possible?

Sample Questions

1 Jo agreed to sell to Yuung on fob terms a consignment of porcelain plates. Shipment was to be during July. Yuung nominated the SS Clementina and informed Jo that the ship would be ready for loading on 15 July.

Loading of the porcelain plates was about to commence when it was discovered that the plates were not adequately packed for sea carriage. Jo arranged for the plates to be re-packed, but due to the delay in re-packing the plates could not be loaded until 17 July. The SS Clementina could not wait for the cargo of plates and left the port without the plates on board. Yuung informed Jo that the SS Suzanna was in port and could take the cargo of porcelain plates but Jo has refused to load on board the substitute ship. Advise Yuung.

(Wolverhampton LLB by Distance Learning, May 2001, Question 2.)

2 'An exporter of goods would be wise to contract on fob terms as this type of contract is less onerous as far as the exporter's obligations are concerned.'

Critically discuss the above statement.

(Wolverhampton LLB by Distance Learning, September 2001, Question 2.)

Study Unit 5 Suggested minimum study hours: 10

Topic

Combined Transport and Containerised Transport; Documents and

Operators; Carriage by Air, Road and Rail

Introduction

This topic has become increasingly more important especially in light of the improvements in container shipping. This Unit examines the advantages and disadvantages of combined and containerised transport.

Objectives

a To consider the general rules affecting combined and containerised transport. b To consider the relationship between the bill of lading and other documents. c To consider the bill of lading as a contract of carriage. d To consider the rules relating to carriage by road, rail and air.

Essential Reading

These titles have been supplied as part of your study materials. Law of International Trade Textbook – Chapters 5 and 7 Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law and statutes

BILL OF LADING – RELATIONSHIP WITH OTHER DOCUMENTS

Aramis, The [1989] 1 Lloyd's Rep 213
Brandt v Liverpool Steam Navigation [1924] 1 KB 575
Colin and Shields v Weddell & Co Ltd [1952] 2 All ER 337; [1952] 2 Lloyd's Rep 1021
Comptoir d'Achat v Luis de Ridder, The Julia [1949] AC 293
Gullischen v Stewart Brothers (1884) 13 QBD 317
Khron & Co v *Thegra NV* [1975] 1 Lloyd's Rep 146 Kum and Another v Wah Tat Bank and Another [1971] 1 Lloyd's Rep
439
Miramar Maritime Corporation v Holborn Oil Trading Ltd [1984] 3 WLR 32; [1984] 1 AC 676
Monarch Steamship Co v Karlshamns Oljefabriker [1949] AC 196
Skips A/S Nordheim v Syrian Petroleum Co Ltd [1984] 2 WLR 156; [1984] 1 QB 599
Sterns Ltd v Vickers Ltd [1923] 1 KB 78
The Albazero [1977] AC 774; [1976] 2 Lloyd's Rep 467
The Ardennes [1951] 1 KB 55
The Captain Gregos (No 2) [1990] 1 Lloyd's Rep 310
Bills of Lading Act 1855
Carriage of Goods by Sea Acts 1971 and 1992
Factors Act 1889
Sale of Goods Act 1979
Sale of Goods (Amendment) Act 1995
Torts (Interference with Goods) Act 1977

BILLS OF LADING AS CONTRACT OF CARRIAGE;
COMBINED TRANSPORT

Brandt v Liverpool Steam Navigation (above) Captain v Far Eastern Steamship Co [1979] 1 Lloyd's Rep 595 Kum and Another v Wah Tat Bank and Another (above)
Manchester Trust v Furness [1895] 2 QB 539
Mayhew Foods Ltd v Overseas Containers Ltd [1984] 1 Lloyd's Rep 317
Owners of Cargo Lately Laden on Board the Ship River Gurara v

Nigerian National Shipping Line Ltd [1997] 4 All ER 498
The Pioneer Container [1994] 2 AC 324
Carriage of Goods by Sea Act 1992
ICC/UNCTAD Rules for Multimodal Transport Documents 1992 The 1980 UN Convention on International Multimodal Transport of Goods

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 Can terms be incorporated into a bill of lading by reference? If so, which terms and in what way?

2 What does a delivery warrant have in common with a bill of lading? 3 Name two principle disadvantages to which a shipper may be subject if a house bill of lading is issued to him.

4 What is a delivery order? Distinguish two types of delivery order. 5 What is the difference between a bill of lading and other documents which may be tendered in an international sales contract? 6 What is the status of the ICC Rules for Multimodal Transport Documents?

Sample Questions

1 'Containerised transport has many advantages but it also raises problems for the exporter of goods under a contract of sale on fob or cif terms.'

Discuss the above statement.

(Wolverhampton LLB by Distance Learning, January 2001, Question 5.)

2 Jim has entered into a number of contracts with different buyers. His goods will be sent to the buyers by land and sea. Advise Jim on the advantages and disadvantages of sending the goods in containers.

(Wolverhampton LLB by Distance Learning Question.)

Study Unit 6 Suggested minimum study hours: 20

Topic

Documentary Credits; Application of the UCP and the Case Law

Introduction

Documentary credits are designed to support international trade in that, depending on the type of credit used, an exporter will be assured of payment provided that the terms of the credit are complied with. This Unit will examine the different types of credit available and the obligations of the parties to the credit.

Objectives

a To consider types of documentary credits, revocable/irrevocable credits, confirmed credits. b To consider the doctrine of strict compliance. c To consider autonomy of the credit. d To identify and apply the Uniform Customs and Practice 1993 (UCP) and the case law tests for the documentary credit.

Essential Reading

These titles have been supplied as part of your study materials.

Law of International Trade Textbook – Chapter 4

Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law

TYPES OF DOCUMENTARY CREDIT; RULES OF UCP

Alan v *El Nasr Import and Export* [1972] 2 QB 189; [1972] 2 All ER 127
* Bankers Trust Co v State Bank of India [1991] 2 Lloyd's Rep 443
Bunge Corporation v Vegetable Vitamin Foods Ltd [1985] 1 Lloyd's Rep 613
Forestal Mimosa v Oriental Credit Ltd [1986] 1 Lloyd's Rep 329
Pavia v Thurmann-Neilson [1952] 2 QB 84
Sinason-Teicher Inter-American Grain Corporation v Oilcakes and Oilseeds Trading Co Ltd [1954] 1 WLR 1394
Stach (Ian) Ltd v Baker Bosley Ltd [1958] 2 QB 130
Urquhart, Lindsay & Co v Eastern Bank [1922] 1 KB 318
DOCTRINE OF STRICT COMPLIANCE
Bankers Trust Co v State Bank of India (above)
Banque de l'Indochine v *Rayner* [1983] AC 1007; [1983] QB 711
Equitable Trust Co of New York v Dawson Partners Ltd (1927) 27 L1 LR 49
Gian Singh v Banque de l'Indochine [1974] 2 Lloyd's Rep 1
Glencore International and Another v Bank of China [1996] 1 Lloyd's Rep 135
Golodetz (M) & Co Inc v Czarnikow-Rionda Co Inc, The Galatia [1980] 1 All ER 501
Midland Bank v *Seymour* [1955] 2 Lloyd's Rep 147
Moralice (London) Ltd v E D & F Man [1954] 2 Lloyd's Rep 526
Rayner (J H) & Oilseeds Trading Co Ltd v Hambros Bank Ltd [1943] 1 KB 37
Soproma SpA v Marine & Animal By-Products Corporation [1966] 1 Lloyd's Rep 367

AUTONOMY OF THE CREDIT

Bank Melli Iran v Barclays Bank (Dominion, Colonial and Overseas) Ltd [1951] 2 Lloyd's Rep 367
Bolvinter Oil SA v Chase Manhattan Bank [1984] 1 WLR 392 (CA)
Discount Records Ltd v Barclays Bank Ltd [1975] 1 All ER 1071
* *Harbottle (R D) (Mercantile) v National Westminster Bank Ltd [1978]* QB 146; [1977] 1 All ER 869
Malas (Hamazeh) & Sons v British Imex Industries Ltd [1958] 2 QB 127
Owen (Edward) Engineering Ltd v Barclays Bank International Ltd [1978] 1 All ER 976
United City Merchants v Royal Bank of Canada [1983] AC 168 (HL); [1982] 2 WLR 1039 (HL)
United Trading Corporation SA v Allied Arab Bank [1985] 2 Lloyd's Rep 554 *Veracruz I, The* [1992] 1 Lloyd's Rep 353

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 How does the UCP define a documentary credit? Who are the parties to it?

2 What is the difference between the issuing and confirming bank? What is meant by confirmed credit?

3 What is the meaning of the following expressions:

a unconfirmed credit;
b back to back credit;
c confirmed credit;
d revolving credit;
e irrevocable credit;
f transferable credit?

4 What is the doctrine of strict compliance? Explain the doctrine, with examples.

5 When will the court grant an injunction to prevent payment out under an irrevocable documentary credit?

Sample Questions

1 Dee agreed to sell to Vik on cif terms 1,000 tonnes of first class grade 'A' cement. Payment was to be by a confirmed irrevocable letter of credit issued by Trusty Bank and confirmed by Gullible Bank. The Uniform Customs and Practice for Documentary Credits (No 500) are incorporated.

Dee tendered to Gullible Bank the following documents:

a a bill of lading describing the goods as 'A grade cement'; b an insurance policy; and c a commercial invoice for 1,000 tonnes of cement.Gullible Bank paid against the documents. Trusty Bank has now refused to reimburse Gullible Bank on the grounds that the documents do not conform with the credit.

Advise Gullible Bank.

(Wolverhampton LLB by Distance Learning, September 2001, Question 3.)

2 'The letter of credit provides security with regard to payment for the exporter of goods until fraud becomes an issue.' Discuss the above statement.

(Wolverhampton LLB by Distance Learning, January 2001, Question 3.)

Study Unit 7 Suggested minimum study hours: 10

Topic

The Contracts (Applicable Law) Act 1990

This Unit covers material contained in the Learning Project.

Introduction

If a dispute arises on an international sales contract it is important to know which law applies to the contract. This Unit examines the common law principles for determining the law of a contract, as well as looking at the principles under the Contracts (Applicable Law) Act 1990.

Objective

To consider the applicable law of the contract.

Essential Reading

These titles have been supplied as part of your study materials.

Law of International Trade Textbook – Chapter 12

Law of International Trade 150 Leading Cases – (See listed cases)

General Reading

These titles have not been supplied and are not essential reading, but you may wish to refer to them to further your understanding. The Law of International Trade, Day and Griffin – Relevant Chapter(s)

Case law and statutes

Amin Rasheed Shipping Corp v Kuwait Insurance Co, The Al Wahab
[1984] 1 AC 50; [1983] 2 WLR 241 (HL)
Benarty, The [1985] QB 325
Compagnie Tunisienne v Compagnie d'Armement Maritime [1971] AC 572
Kahler v Midland Bank [1950] AC 24 35 Morviken, The [1983] 1 Lloyd's Rep 1 (HL)Regazzoni v Sethia [1958] AC 301
Sayers v International Drilling [1971] 1 WLR 1176; [1971] 3 All ER 163
The Assunzione [1955] P 150
Vita Food Products v Unus Shipping [1939] AC 277
Whitworth Street Estates v James Miller [1970] AC 583 Contracts (Applicable Law) Act 1990
Council Regulation 44/2001/EC

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Self-Study Questions

1 How is the proper law determined? How is this different from 'the applicable law'?

2 Will the expressed intention of parties choosing the law to govern their contract always be implemented? What happens when the parties express no intention?

3 What is the effect of an arbitration clause?

4 What is the significance of the place of performance in the contract? 5 When is the common law used to determine the applicable law of the contract? When would you use the Contracts (Applicable Law) Act 1990?

Sample Questions

1 A French seller agrees to sell goods currently in Spain to a Belgian buyer. They are to be shipped aboard a vessel registered in Liberia for delivery in Sweden. The price is to be paid in German marks in Munich. The contract, which is written in English, contains a clause providing that all disputes shall go to arbitration in London, each side appointing its own arbitrator, and in the event that neither side agrees, the final decision is to be made by the President of the Commercial Court of Copenhagen, Denmark. The parties have not expressly chosen which law is to govern the contract. Advise the parties on the principles the court will use to determine the applicable law of the contract.

(Wolverhampton LLB by Distance Learning Question.) 2 If the parties do not include in the international trade contract an express choice of law clause, how may any dispute as to the applicable law of the contract be determined?

(Wolverhampton LLB by Distance Learning Question.)

Learning Project Suggested minimum study hours: 50

In common with all the modules that form part of the LLB by Distance Learning programme this module involves a Learning Project. Undergraduate students at the University of Wolverhampton are required to demonstrate that they are capable of independent research before they can be recommended for the award of a degree. For distance learning students this is assessed by reference to the Learning Project you undertake in respect of each module. It requires you to pay specific attention to a list of defined reading. Commonly covering a range of cases and statutes you are required to demonstrate your mastery of the area(s) of law concerned by undertaking a compulsory question as part of the end of module examination. This will commonly take the form of an extended legal problem and require you to demonstrate not only that you understand the areas of law concerned but are able to apply them clearly and without error. It could also take the form of an essay question requiring you to demonstrate an ability to comment on linked areas of law. Particular attention will be paid to the accuracy with which you cite the law and the arguments of those responsible for its development. You will also be expected to demonstrate that you understand, and have not been confused by, the ambiguities and contradictions that exist in the undergraduate study of the law. This question, which will change with each examination paper, will account for 50 per cent of the overall grade and require you to devote one hour of the two-hour examination period to it. Please note that for each examination you are allowed 15 minutes' reading time on top of the two hours you have to write your answers. You may also take into the examination the relevant 150 Leading Cases and Statute Book. Please note that these may not contain any additional notes or markings.

Learning Project for International Trade Contracts:

Cif Sales – Application of Incoterms and Case Law

Rules and Contracts (Applicable Law) Act 1990

Essential Reading

Law of International Trade Textbook (Chapters 2 and 12) Sellman (4th edition 2003) Old Bailey Press Law of International Trade 150 Leading Cases (Relevant Chapter(s))
Sellman and Evans (2002) Old Bailey Press

Guidance notes

This Learning Project is covered by Units 3 and 7 in your Module Planner. You should have a clear understanding of the nature of the cif contract, noting how it differs from eg the fob contract, and of the very important role played by the conforming documents. You should pay particular attention to the following key points in your reading and research.

- Distinguishing features of the cif contract.
- What is meant by 'conforming documents'?
- Sale of goods, or sale of documents, or both?
- Different rights of rejection.
- When does property pass?
- Appropriation of unascertained goods.
- Passage of the risk.
- Functions of the bill of lading.

You should also have an understanding of how the courts determine which law should be applied to a contract in the absence of an express choice of law clause. In particular, you should pay attention to the following.

- The principles applied under the common law.
- The scope of the Rome Convention and the Contracts (Applicable Law) Act 1990.
- The distinction between the common law and the Contracts (Applicable Law) Act 1990.
- The presumptions under the 1990 Act.
- Council Regulation 44/2001/EC

Note: jurisdiction is not within the syllabus.

Case law and statutes

CIF SALES

Arnold Karberg v Blythe Green Jourdain [1916] 1 KB 495
Bowes v *Shand* (1877) 2 App Cas 455
Carlos Federspiel & Co SA v Charles Twigg & Co Ltd and Another [1957] 1 Lloyd's Rep 240
Colin and Shields v Weddell & Co Ltd [1952] 2 Lloyd's Rep 1021; [1952] 2 All ER 337
Comptoir d'Achat v Luis de Ridder, The Julia [1949] AC 293
Concordia Trading BV v Richco International Ltd [1991] 1 Lloyd's Rep 475
Diamond Alkali Export Corporation v F L Bourgeois [1921] 3 KB 443
Groome © Ltd v Barber [1915] 1 KB 316
Hansson v Hamel & Horley Ltd [1922] 2 AC 36
Henry (D I) v *Clasen* [1973] 1 Lloyd's Rep 159
Kwei Tek Chao v British Traders & Shippers [1954] 2 QB 459
Leigh & Sillivan v Aliakmon Shipping Co, The Aliakmon [1986] AC 785 (HL)

Manbre Saccharine Company Ltd v Corn Products Company Ltd [1919] 1 KB 198
Mash Murrell v Joseph Emanuel [1962] 1 WLR 16 (CA)
Pagnan Spa v Tradax Transportation SA [1987] 2 Lloyd's Rep 342 Panchaud Frères v Etablissements General Grain [1970] 1 Lloyd's Rep
Sharpe & Co Ltd v Nosawa & Co [1917] 2 KB 814
Sale and Supply of Goods Act 1994
Sale of Goods Act 1979
Sale of Goods (Amendment) Act 1995
CONTRACTS (APPLICABLE LAW) ACT 1990
Amin Rasheed Shipping Corp v Kuwait Insurance Co, The Al Wahab
[1984] 1 AC 50; [1983] 2 WLR 241 (HL)
Benarty, The [1985] QB 325
Compagnie Tunisienne v Compagnie d'Armement Maritime [1971] AC 572
Kahler v Midland Bank [1950] AC 24
Morviken, The [1983] 1 Lloyd's Rep 1 (HL)
Regazzoni v *Sethia* [1958] AC 301 Learning Project 39*Sayers* v *International Drilling* [1971] 1 WLR 1176; [1971] 3 All ER 163
The Assunzione [1955] P 150
Vita Food Products v Unus Shipping [1939] AC 277
Whitworth Street Estates v James Miller [1970] AC 583 Contracts (Applicable Law) Act 1990
Council Regulation 44/2001/EC

Cases marked with an * can be found in your Textbook; all other cases can be found in your 150 Leading Cases.

Sample Questions

1 Nancy in New York agreed to sell to Brennan in Ireland 500 bags of sugar on cif terms, shipment to be in September. The sugar was to be shipped from Mauritius to England. Payment was to be in US dollars. A clause in the contract of sale provided for any disputes on the contract to go to arbitration in Denmark. The contract did not contain a choice of law clause.

Nancy tendered to Brennan the usual shipping documents, including a bill of lading showing shipment on 29 September. Nancy also tendered a certificate of shore inspection dated 1 October. Brennan paid against the documents.

Brennan has now discovered that the goods were shipped on 2 October. The market price for sugar has dropped and Brennan now wants to reject the goods on the basis of late shipment.

Advise Brennan on:

a whether the goods can be rejected; and
b the applicable law of the contract.

(Wolverhampton LLB by Distance Learning, January 2001, Question 1.)

2 Sanjay entered into a contract with Tanya for the sale of ten barrels of coconut milk. The goods were to be shipped from Malaysia to England during March. Payment was to be in German marks in New York. The contract of sale did not contain a choice of law clause. The barrels of coconut milk were shipped on board the Seabreeze SS on 25 March but the ship was delayed in leaving the port. The ship eventually left the port on 3 April.

When the usual shipping documents were tendered to Tanya she refused to pay against them. Tanya had heard about the delay in the Seabreeze SS leaving port and she thought that the delay may have caused the coconut milk to deteriorate. Tanya told Sanjay that she

International Trade Contracts would pay for the milk after she had inspected the goods on their arrival in England.

Sanjay is threatening to start proceedings against Tanya.

Advise Tanya on:

a any claim that Sanjay may have against her; and b if proceedings are commenced, the rules the English courts will use to determine the applicable law of the contract.

(Wolverhampton LLB by Distance Learning, May 2001, Question 1.)

Practice Question and Suggested

Answer

The following test is designed for practice only and does NOT count as part of the assessment regime. A Suggested Solution is, however, offered in the following section. Students are advised not to consult this solution until they have completed the test. It is expected that you will return your answer to the College for marking and feedback. Unless you undertake such work you will not gain an insight into your academic strengths and weaknesses before you attempt the examination.

Before attempting your answer, please ensure that you understand the assessment criteria explained in the Award Guide, and the guidance contained in the section of the Module Planner headed 'Skills to be Developed and Examined'.

Question

Mike is arranging for goods to be shipped to a number of buyers. The goods will cross land and sea. Mike has heard that multimodal transport may cause problems but he believes that the advantages outweigh the disadvantages.

Advise Mike on how any disadvantages with multimodal transport may be overcome.

(Wolverhampton LLB by Distance Learning, May 2001, Question 5.)

Suggested Answer to Practice

Question

NB: Do not consult this solution until you have completed the test.

Outline Answer

This question required a discussion of the disadvantages of multimodal transport, and how these disadvantages may be overcome. In answering the question, students should have considered the following key points.

- Multimodal transport. Problem with land and sea carriage being governed by different conventions: CMR, Hague/Hague-Visby Rules.
- Documents may not be shipped bills of lading but received for shipment documents. Problems of liability and privity if a freight forwarder takes custody of the goods for carriage. If goods are damaged – where did the damage occur?

Problems may be overcome by incorporating the ICC Rules of Multimodal Transport Documents. Single carrier who takes responsibility for the goods from the time of charge to the time of delivery. Documents may be acceptable for eg, letters of credit.

Answer

Note: this answer is based on one written by a distance learning student covering the question set as part of an examination. Mike needs to be advised and reassured regarding the advantages and disadvantages of multimodal transport.

Firstly, what is multimodal transport? It is an inevitable result of the growth in international trade, developments in port and ship design, the use of containerised transport, and the use of information technology to facilitate the swift movement of goods from the factory to the sales outlet. In Europe particularly, the removal of border restrictions and initiatives such as the Channel Tunnel have further stimulated the trend towards multimodal transport.

However, this burgeoning development has happened somewhat in spite of the various laws and conventions covering the transport of goods, rather than in harmony with them.

One problem is the number of different international conventions which apply, as shown below.
Road transport The CMR Convention
Rail transport The CIM Convention
Air transport The Warsaw Convention

Sea transport The Hague-Visby Rules, or The Hamburg Rules, or (in America) Other Rules There is a problem with 'competing' conventions and 'convention gaps', in particular where goods are in storage between modes of transport.
Another problem is the fact that the traditional bill of lading, which operates, inter alia, as a document of title, is restricted to transport by sea, so it cannot be used for multimodal transport operations. The parties could elect to use one of the multimodal transport documents under the 1992 UNCTAD Rules, which largely incorporated the 1980 Convention on International Multimodal Transport of Goods, but this does not provide a document of title. There is also an issue if the goods are to be carried as deck cargo under the Hague-Visby Rules (art 1©), as this Article expressly excludes from the definition of 'goods' any cargo which is categorised as deck cargo. However, s1(7) of the Carriage of Goods by Sea Act 1971 allows this provision to be excluded. Also, if 'normal custom and practice' is used as a determination then the Hamburg Rules do not exclude deck cargo.
If loss or damage occurs to the goods, then the problems caused by multiple conventions and 'gaps' means that great precision (and of course expense) is required in order to ascertain exactly where and when the damage occurred. This is because the liability and limitation regimes are different under each convention.

So, it would be easy to disillusion Mike with the problems of multimodal transport. There is clearly a need for uniform rules and practices regarding this matter. There are two long term drives which will clearly help with this:

a the concentration of the shipping/freight industry into a smaller number of much larger operations (eg FRITZ group), which will be able to provide a 'one-stop-shop' for the shipment of goods, multimodal or otherwise; and
b the development of the world's large trading blocks such as the
European Union, NAFTA, and so on, who will have a great vested International Trade Contracts interest in facilitating the efficient and standardised movement of goods between them.

Mike should be assured that most of the current problems with multimodal transport of his goods should be addressable by a competent transport operator, who has the facilities and experience to manage such problems.
Marker's comment on Student Answer

This was a good answer in that it addressed the question. The answer demonstrated a knowledge of the area and contained specific information. To improve the answer there should have been reference to the ICC Rules of Multimodal Transport and the problem with the privity of contract.

Revision

What to revise

Consider carefully what you have been told about the format of the examination. How many questions will you be required to answer in what length of time? Work out how long you are likely to have to write an answer to any one question.

Look at past exam papers. A sample can be accessed via the School of Legal Studies website www.wlv.ac.uk/sls. They may help you to identify the questions which are most likely to appear on your exam; and on which you can concentrate your revision. This is known as question spotting and, although this is not advisable, it may sometimes be necessary. If you have to do this, you should revise two additional topics just in case: the question on one of the topics on which you have concentrated most may be phrased in such a way that you are not certain how to answer it. It is, however, safer to deal with every topic in the module so that you are prepared for all questions.

By looking at past exam papers you may also be able to determine whether certain topics tend to be examined by way of problem scenarios or general discussion questions. Structure your revision to accommodate the different approaches those two different types of question require.

Look closely at the topics covered by the module. Those topics which have been given the greatest emphasis are a good bet to appear in the exam.

The question in the Learning Project is compulsory so make sure that your revision is thorough on the topic, or topics, it covers.

Planning your revision

The best method of revision is to revise continuously throughout your study of a module, but whether you revise continuously or prefer the last minute approach, try to relax on the day before an exam. To do well you need to be both physically and mentally fit.

Well before the exam period make yourself a revision calendar. Make sure that the revision period you plan is long enough to cover all of the modules you have studied, and gives you regular breaks away from your studies. You need to start your revision at least two weeks before the examination period. It is not wise to plan to revise for more than an hour at a time without a short break. You should build in some days in which you put revision aside altogether and do something which will take your mind off the upcoming exam period.

Don’t just divide the revision period equally between topics. Make a realistic appraisal of which topic(s) you are weakest in and plan to give them the most time. In deciding how much time to give each topic you should also take into account how much the exam counts towards your overall mark. In other words, plan your revision to do best on exams which will give you the most benefit in terms of your overall results.

Do not concentrate all your revision of any one topic in a solid block. You will find that your concentration will be better if you rotate your revision from topic to topic.

Plan your revision of any one topic in stages. The first stage is to acquire a knowledge of the topic. This involves re-reading your notes and whatever is necessary in your books. The second stage is to break that knowledge down into easily remembered key components. The third stage is to hone your ability to identify issues and relate them to those key components. This is best accomplished by writing answers to past exam questions.

How to revise

If you have any general problems with your studying, don't just sit there hoping it will come right in the end; contact the Module Leader or the College.

There are a number of stages in the revision process. First you have to ensure that you have an adequate knowledge of the topics. This is a matter of re-reading notes and filling in gaps by reading relevant sections of your Textbook or other materials until you have reached the point where you understand the material being dealt with.

While you are reviewing your notes and other study materials, you should be identifying and marking key points which you can return to when you start to make your revision notes.

Remember: revision can only be effective if it is based on a previously acquired basic knowledge and understanding of the topics.

The second stage of revision is to create a set of revision notes.

These will be aimed at (1) setting out key points and (2) relating these to each other in such a way that they form a coherent picture of a particular topic (3) identifying key cases and/or statutory provisions which you need to know details of.

There are numerous ways of structuring revision notes. Which you choose will be a matter of personal preference. The basic aims, however, are to create a set of notes which you can review quickly many times; and one from which you can retain a vivid mental image so that you will be easily able to recall them in the examination.

Therefore your revision notes should be made up of key words and phrases. Each entry in the notes should represent a condensation of information about the topic at hand. Strike a balance between brevity and comprehensiveness. Some concepts may be too complicated to remember without a detailed note. Others readily lend themselves to summing up in a phrase of even a word or two. A rule of thumb is to confine all the revision notes on one topic to one page or less of A4 paper.

Using different colours for different topics, or writing the notes so that they create a distinctive pattern on the page, is a way of creating a vivid mental image of your notes. During the exam you may be able to recall the particular information you need by calling up a 'picture' of the information. A stepped outline or a spider diagram are two of the ways you can create a pattern which will help you to recall information by focussing on the image and the way it was written down. Spider diagrams are especially useful for creating an image of the way ideas or rules link together.

Your friends may think you have become very eccentric but it is a good idea to stroll about your room reciting out loud the contents of a page of revision notes. This, after all, is how actors learn their lines before a performance, and you are doing the same thing when you set out to learn your revision notes before an exam.

You may be tempted to shortcut the process of building up a set of your own revision notes by buying one of the many revision guides which are available. These can be extremely useful to give you a very condensed overview of a topic, but remember this: what makes for exam success is displaying to the examiner your own knowledge of the topic. The only way to create your own knowledge of the topic is to create your own set of revision notes using all those other sources

The third stage of revision is self-testing. Pick a question from a past exam – and this is where having made a considered choice about which topics to revise is essential – and write an answer to it under 'exam conditions': ie taking the length of time you would be given to do the question in

the exam. Then go back over your revision notes on that topic and see what you have left out, what you did wrong and what you put in that was not really relevant to the question asked.

You may want to return to your original notes from lectures and reading and have another look at that material. After half an hour or more break, pick another question on the same topic and write an answer to it. Go through the same review process again. Repeat the whole process once or twice more. The advantages of doing this will soon become apparent. You will identify weaknesses in your knowledge and/or understanding. You will see how some components of an answer to a question on a particular topic will re-appear over and over again no matter how the question is worded, and you will have written those bits down often enough that you will not have to spend time in the exam trying to work out how to phrase that part of your answer.

The benefit of self-testing is enormously enhanced if you do it as part of a group. Three or four of you working together will amongst you have a very comprehensive knowledge of any topic. What you are weak on, you can pick up from one of the others and vice versa. There is also the psychological boost which comes from working as part of a team. You will find that some of the things you thought it was important to write about completely eluded other members of the group. Also, you will not have seen some important point which they did. Discussing all of your answers together will help you to craft a complete answer to all of the aspects of the question. If you are not in contact with fellow distance learning students, ask members of your family or friends to test you. As well as helping you, this will give them a valuable insight into how much your studies mean to you and the hard work involved.

Taking the Examination

Hints for Answering Questions
The very first thing you must do is to read the whole question. If the question is a problem:

DO

Ask yourself:
• Why am I being asked to advise this person?
• What has gone wrong?
• What are the areas of law involved?

If the question is an essay:

DO

Ask yourself:
• What area of law does the essay cover?
• Which part of that area of law is the essay asking me to discuss?
• Which points do I have to focus on in answering the question?

DO NOT, IN EITHER TYPE OF QUESTION

• Start writing before you have read the whole question.
• Identify one area of law and write all you know about that area without putting it into the context of the question.

The next step is to write an outline plan of your answer. In this plan, you should identify the main points in the problem. If you do not want the plan to be taken into account in your answer, then cross it through and your examiner will ignore it. When you are writing your answer, follow your plan. This will help you avoid discussing areas of law which are not relevant to the question. It will also help you ensure that you cover all the points raised in the question and do so in a

logical, reasoned way. After you have read the question and written your outline plan you should re-read the question and then attempt the answer.

WRITING THE ANSWER

In writing your answer, start at the beginning and work through to the end. Make sure that you deal with each issue raised and that you apply the law to the relevant points. Reach a conclusion at the end. Do not start with your conclusion as you may find, part of the way through your answer, that you realise your original conclusion was wrong and you will have to start again.

Always give authorities for your answers. These authorities will be statutes and/or cases.

DO

• Address the issues from the start of your answer.
• Start at the beginning and work through to the end.
• Reach a conclusion at the end.
• Relate your answer to specific points in the question.
• Give authority for every point of law you make.
• Write clearly and in good English.
• Time your answers.

DO NOT

• Write all you know about the area before you start actually answering the question; you will only have to write it out again in dealing with the specific points in the question.
• Reach a conclusion at the beginning.
• Move away from the structure of your outline plan.
• Give unsupported statements of law.
• Spend so long answering one question that you do not have enough time to answer the rest.
• Write in note form (unless you have spent too much time on your previous answers and are left with insufficient time to write a full answer).
• Copy large amounts of material from the books you are allowed to take into the examination. Make sure that you put all quotations in quotation marks otherwise you may be thought to have been cheating.

Module Questionnaire

International Trade Contracts

The School of Legal Studies and Holborn College attach great importance to your views. We would, therefore, be grateful, if now that you have finished studying this module, you would answer the following questions and return them to the address give below. Your answers will be considered by the distance learning teaching team and used in updating teaching materials.

1 What two things did you find most useful about the materials you were provided with for this module?

_____

_____

2 What two things did you find least helpful about the materials you were provided with for this module?

_____

_____

3 Please identify any typographical errors you encountered in using this planner (please make reference to appropriate page numbers).

_____

_____

Return to:
External Programmes Administrator
School of Legal Studies
University of Wolverhampton
Arthur Storer Building
Molineux Street
Wolverhampton
WV1 1SB
United Kingdom
You may if you wish e-mail your answers to in4655@wlv.ac.uk