

**Hertfordshire Law School**

**LLM Coursework Assessment**

**International Commercial Law**

**7LAW1062**

**2019/2020**

#### Information about the assignment:

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| **Coursework**  | **Word Limit** | **Percentage of Module Mark**  |
| **Assignment 2 [RESIT]** | **3000 words** | **65%** |

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| **Coursework**  | **Question Posted on StudyNet** | **Submission Date** |
| **Assignment 2** | 09TH APRIL 2020  | **11th May 2020 @ 11.30pm** |

**Question:**

Pasda Ltd enter into a CIF London contract with Maldi Ltd for 100 kg of potatoes. There is a choice of law clause for English law to govern the contract and in the event of any dispute the matter will be heard by the English courts. Shipment is due to take place in November 2017.

Due to a number of delays as a result of bad weather, the potatoes are placed on board the vessel on 25th November 2017. The master of the ship, Jackson, is wary of Pasda’s reputation as sometimes their goods are not of satisfactory quality; so he initially refuses to issue a clean bill of lading. However later, Jackson provides a ‘received for shipment’ bill of lading.

Pasda Ltd inform Maldi Ltd that they must arrange for the import licence however, Maldi Ltd refuse to do so and argue it is Pasda’s duty to procure and tender all the documents. After negotiations, Maldi Ltd finally agree to obtain an import licence but argue that Pasda Ltd must pay them for doing so as ‘they have gone over and beyond their duties.’

Once the goods have been loaded on the vessel, it sets sail. However, halfway through there is a ferocious storm and two-thirds of the potatoes are damaged. When Pasda Ltd tender the bill of lading and certificate of insurance, Maldi ltd refuse to pay for the goods. They argue that they are not required to pay until they physically receive the goods and, in any event, an insurance certificate is not valid. Pasda Ltd would like to retender the documents but are unaware of how to do this or if they are even permitted to do so.

Advise Pasda Ltd and Maldi Ltd of their rights and duties, along with any remedies, under the CIF contract.

**Word count: 3000 words excluding footnotes and bibliography.**

**All references should be in oscola.**

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