

**LML408V**

May/June 2009

**SOUTH AFRICAN LAW OF INTERNATIONAL TRADE (LLB)**

Duration 2 Hours

100 Marks

**EXAMINERS**

FIRST

SECOND

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This paper consists of 3 pages

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**Answer ALL the questions very briefly and with reference to the relevant authority.**

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**QUESTION 1**

- (a) *Name* the different types of duty that may be levied in terms of the Customs and Excise Act 91 of 1964 (3)
- (b) *Distinguish* between a rebate a refund, and a drawback as these concepts are employed in the Customs and Excise Act (3)
- (c) *Briefly describe* the concept of “dumping” (2)
- (d) *Write a short note* on any *ONE* of the following matters
- (i) The decision in, and the impact on the South African law of international trade of, *Anderson & Coltman v Universal Trading Co* 1948 (1) SA 1277 (W)

**OR**

- (ii) The statement that a contravention of the International Trade Administration Act 7 of 2002 will not necessarily have any effect on the validity and enforceability of related transactions concluded by the contravening importer or exporter (15)

**[25]**

**QUESTION 2**

- (a) Despite a clear choice of foreign law by the parties to an international contract, a South African court may, absent any proof of the content of that chosen law, still in appropriate cases apply South African law in resolving a dispute arising from that contract *Explain* (5)
- (b) *Name five* factors that may be relevant to the determination of the assigned proper law governing an international contract (5)
- (c) The buyer of goods on CIF terms may under certain circumstances refuse to accept the shipping documents tendered by the seller and to pay the purchase price to the latter *Name and provide an example of five* such circumstances (5)
- (d) *Name the legal aspects* of contracts of international sale to which the CISG Convention applies *and also those to which it does not apply* (5)

[20]

**QUESTION 3**

- (a) *Name five* types of representative or intermediary acting between the consignee or consignor of goods carried by sea and the carrier of those goods (5)
- (b) *Distinguish* between a charterparty by demise and a charterparty not by demise and *also explain* what a bareboat charter is (5)
- (c) "A bill of lading is, strictly speaking, not a document of title nor a negotiable instrument" *Explain* this statement (5)
- (d) *Discuss* the instances where there is no limitation of the liability of a carrier of goods by sea in terms of the Carriage of Goods by Sea Act 1 of 1986 (5)

[20]

**QUESTION 4**

- (a) *Distinguish* between a marine insurance policy, a cover note, a floating policy, and an insurance certificate (5)
- (b) *Name* the requirements for the validity of a contract of marine insurance (5)
- (c) Both the seller and the buyer of goods may simultaneously have an insurable interest in those goods *Explain* this statement with reference to contracts of sale on FOB and on CIF terms (5)

[TURN OVER]

- (d) How, if at all, does the position in South African law as to (marine) insurance warranties differ from that in English law? (5)  
[20]

**QUESTION 5**

- (a) A letter of credit transaction involves *three* clearly distinguishable contracts *Name them and identify* the parties to each of them (9)
- (b) *Discuss and distinguish between* transferable and non-transferable letters of credit (6)  
[15]
- TOTAL:[100]**