

2022/2023 FIRST SEMESTER EXAMINATION

COURSE CODE: PIL 505

COURSE TITLE: INTERNATIONAL
TRADE AND INVESTMENT LAW I

TIME ALLOWED: 3 HOURS

INSTRUCTIONS: ANSWER TWO FROM EACH SECTION

SECTION A

1. Discuss the organisational structure of the World Trade Organization (WTO) and how WTO has advanced the cause of international trade law.
2. While the World Trade Organization (WTO) has arguably achieved reasonable success in trade in goods, it still experiences hiccups with respect to trade in services. With reference to relevant authorities, assess the veracity of this statement.
3. Write short note on any four (4) of the following:
 - a. Most Favoured Nation Status
 - b. National Treatment Principle
 - c. Preferential Trade Agreement
 - d. UNCTAD
 - e. TRIPS
 - f. African Continental Free Trade Agreement

SECTION B

4. CIF contract has been described as a purchase of documents. In the light of the preceding statement discuss the importance of documents to CIF contracts?
5. Evan has received a bill of lading issued from the United Kingdom (a signatory to the Hague Visby rules) for a consignment of 1000 Laptops shipped from the port of Liverpool to the port of Lagos. The carrier MV Stevenson received the consignment on the 3rd of August but did not load the consignment until the 6th of August. Before loading, it was discovered that 200 Laptops had been damaged while in the carrier's warehouse. After the Vessel set sail another 300 Laptops were damaged due to improper stowage. Mr Evans has received notification that his consignment has arrived the port of Lagos, however, he has lost his copy of the bill of lading. Advise the parties on the following issues:
 - a. To what extent could the Hague Rules, Hague Visby Rules or Hamburg Rules apply to the above fact. (13 marks)
 - b. To what extent could the MV Stevenson be held liable for the laptops damaged before the goods were loaded on board the ship under the Hague Rules, Hague Visby Rules or the Hamburg Rules? (2 marks)
 - c. To what extent would a carrier be liable to a holder of a bill of lading, where he had earlier delivered the goods to another person without a bill of lading? (2 ½ marks)
6. Vienna Convention on the International Sale of Goods 1980 is an attempt to bring uniformity to the rules on International Sale of Goods. In respect of its scope of application and its notable features, discuss the provisions of the Vienna Convention on the International Sale of Goods 1980?