**ماستر ثانية قانون بحري**

**Maritime Law**

Maritime law - is a **complete system o**f law, both public and private, substantive and procedural,

national and international, with its own courts and jurisdiction, which goes back to Rhodian law of

800 B.C. and pre-dates both the civil and common laws. Its more modern origins were civilian in

nature, as first seen in the Rôles of Oléron of circa 1190 A.D. Maritime law was **subsequently** greatly

influenced and formed by the **English Admiralty Court** and then later by the common law itself. That

maritime law is a complete **legal system** can be seen from its component parts for centuries

maritime law has had its own law of contract:

1. **contract of sale (of ships),**
2. **contract of service (towage),**
3. **contract of lease (chartering),**
4. **contract of carriage (of goods by sea),**
5. **contract of insurance (marine insurance being the precursor of insurance ashore),**
6. **contract of agency (ship chandlers),**
7. **contract of pledge (bottomry and respondentia)**,
8. **contract of hire (of masters and seamen),**
9. **contract of compensation for sickness and personal injury (maintenance and cure) .**
10. **contract of risk distribution (general average).**

**Features of maritime law**

1. **Maintenance and cure**

**The doctrine of maintenance and cure is rooted in the Article VI of the Rolls of Oleron**

**\_\_\_\_\_\_\_\_\_\_\_\_\_ in about 1160 A.D. The obligation to « cure » requires a shipowner to \_\_\_\_\_\_\_\_\_\_\_\_\_ medical care, free of charge, to a seaman injured in the service of the ship, until the seaman has \_\_\_\_\_\_\_\_\_\_\_\_\_ « maximum medical cure ». The obligation to « cure » a seaman includes the obligation to provide him with medications and medical devices which \_\_\_\_\_\_\_\_\_\_\_\_\_ his ability to function, even if they don’t « improve » his actual condition. They may include long term treatments that \_\_\_\_\_\_\_\_\_\_\_\_\_ him to continue to function well.**

**The obligation of « maintenance » requires the shipowner to \_\_\_\_\_\_\_\_\_\_\_\_\_ a seaman with his basic living expenses while he is convalescing. Once a seaman is able to work, he is expected to maintain himself. Consequently, a seaman can \_\_\_\_\_\_\_\_\_\_\_\_\_ his right to maintenance, while the obligation to provide cure is ongoing.**

1. **Personal injuries to passengers**

**Shipowners \_\_\_\_\_\_\_\_\_\_\_\_\_ a duty of reasonable care to passengers. Consequently, passengers who are injured aboard ships may \_\_\_\_\_\_\_\_\_\_\_\_\_ suit as if they had been injured ashore through the negligence of a third party. The passenger \_\_\_\_\_\_\_\_\_\_\_\_\_ the burden of proving that the shipowner was negligent. While the statute of limitations is generally three years, suits against cruise lines must usually be \_\_\_\_\_\_\_\_\_\_\_\_\_ within one year because of limitations contained in the passenger ticket.**

1. **Maritime liens and mortgages**

**Banks which \_\_\_\_\_\_\_\_\_\_\_\_\_ money to purchase ships, vendors who supply ships with necessaries like fuel and stores, seamen who are due wages, and many others \_\_\_\_\_\_\_\_\_\_\_\_\_ a lien against the ship to guarantee payment. To \_\_\_\_\_\_\_\_\_\_\_\_\_ the lien, the ship must be \_\_\_\_\_\_\_\_\_\_\_\_\_ or seized.**

1. **Salvage and treasure salvage**

**When property is lost at sea and rescued by another, the rescuer is entitled to \_\_\_\_\_\_\_\_\_\_\_\_\_ a salvage award on the salved property. There is no « life salvage ». All mariners have a duty to \_\_\_\_\_\_\_\_\_\_\_\_\_ the lives of others in peril without expectation of reward. Consequently salvage law \_\_\_\_\_\_\_\_\_\_\_\_\_ only to the saving of property.**

**There are two types of salvage : contract salvage and pure salvage, which is sometimes referred to as « merit salvage ». In contract salvage the owner of the property and salvor \_\_\_\_\_\_\_\_\_\_\_\_\_ into a salvage contract prior to the commencement of salvage operations and the amount that the salvor is paid is determined by the contract. The most common salvage contract is called a « Lloyd’s Open Form Salvage Contract“.**