A COMMENTARY ON THE

TOPIC: INTRODUCTION TO MARITIME LAW AND ADMIRALTY JURISDICTION IN NIGERIA.

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INTRODUCTION:

Maritime law has been variously described and defined in ways that reflect subjective perception as well as semantics. One view is that "maritime law provides the legal framework for maritime transport"[1].

Another is that maritime law comprises a "body of legal rules and concepts

[1] *Guidelines for Maritime Legislation,* Third Edition, (Guidelines Vol. I); United Nations Publication, Economic and Social Commission for Asia and the Pacific (ESCAP), Bangkok, Thailand, (ST/ESCAP/1 076), p. I.

concerning the business of carrying goods and passengers by water[2]. Both are narrow in scope but the first is more general and could be construed as embracing matters on maritime, which extend beyond the purely private domain of maritime business and commerce, into areas of public concern.

Those who subscribe to the above characterizations would distinguish maritime law from another body of law; namely, the law of the sea, which they would identify as a branch of public international law dealing with the oceans and its multifarious uses and resources, in terms of broad, fundamental principles[3].

Others would submit that the distinction is artificial and anomalous, and in support of their proposition would point to the etymological root of the word "maritime", which derived from Latin, means "of or pertaining to the sea"[4].

Inthis broad sense, the term maritime law accommodates "the entire body of laws, rules, legal concepts and processes that relate to the use of marine resources, ocean commerce, and navigation[5]."

The expression "Admiralty Law", used in many countries with Anglo Saxon legal traditions, adds to the terminology debate. Admiralty law refers to the body of law including procedural rules developed by the English Courts of Admiralty, in their exercise of jurisdiction over matters

2Thomas J. Schoenbaum and A.N.Yiannopoulos, *Admiralty and Maritime Law, Cases and Materials.* Charlottesville, Va., 1984, at p. 1.

3See Gordon W. Paulsen, "A Historical Overview of the Development of Uniformity in International Maritime Law", (1983), *Tulane Law Review,* Vol. 57, No.5, 1065, where at p. 1085 the author says The phrase 'law of the sea' is, however, different from 'maritime law'. The law of the sea refers to the respective rights of states over the world's waterways.

4Thomas J. Schoenbaum, *Admiralty and Maritime Law,* 2nd Edition, Vol. 1, St. Paul, Minn., West Publishing Co., 1994 at p. 1.

5*Ibid.*, at p. 2.

pertaining to the sea.

This jurisdiction was distinctively different from that of the common law courts. Admiralty law thus originally encompassed the subject - matter over which the admiralty courts possessed inherent jurisdiction imbued through a process of evolution. Subsequently, the subject matter which bore a maritime character was codified and enumerated by statute. Interestingly enough, while in the English language, the word "admiralty" originates in the office of the Lord Admiral; its root meaning is derived from Arabic[6].

The term shipping law is used to describe the law relating to ships and shipping. It is mostly used interchangeably with the term maritime law and encompasses all aspects of ships, shipping and maritime transportation. It is both private and regulatory in scope and includes commercial maritime law, maritime safety, pollution, prevention and labour law as well as admiralty law in common law jurisdictions; but does not extend to the public international law of the sea.

In Common Law jurisdictions, Admiralty Law often connotes the Maritime Law relating to "wet" matters, *i.e.,* those involving ships when they are at sea, as distinguished from "dry" matters also involving ships but pertaining only to commercial aspects that are essentially land-based issues.

While Maritime Law consists of two broad elements, dividing it into two neat compartments and labeling them "public" and "private", is rather an over - simplification. The shipping industry is involved in many matters of general law and non-maritime legal transactions which are not part of the

[6]*Supra,* footnote 2 at p. 1 and in particular, footnote 1 and 2 on that page.

lex maritima[7]. It is well acknowledged that many aspects of commercial maritime law are in fact derived from the *lex mercatoria*[8]. The bifurcation may be attributable to perceptions that are politically tinged. As Professor Gold states:

> ... the new law of the sea has in the past decade addressed itself to almost all areas of ocean use except the one that since before the dawn of history, has been pre-eminent - the use of the ocean as a means to transport people and their goods from place to place on this planet, so much more of which is water than is land. Marine transport has been discussed in an almost abstract manner, as if it did not really fit or belong within the public domain but needed to be confined to the more "private" region of international commerce, which was considered to be outside the scope of the law of the sea[9].

By contrast, writing in 1930, Professor Sanborn had this to say:

> The words "maritime law," as commonly used today, denotes that part of the whole law which deals chiefly with the legal relations arising from the use of ships. But in the earlier period, of which this work treats, the law maritime had a considerably wider scope.
>
> It dealt not merely with the modern Admiralty law, but also with the primitive.
>
> Ancestors of some branches of our modern commercial law, dealt too, with the germs of that public law which we today style international law.[10]

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[7]*Supra,* footnote 2 at p. 1.

[8]See the reference in footnote 1 of that page to G. Gilmore and C. Black, The Law of Admiralty. 2nd Edition, 1975 at p. 1

[9]*Ibid*

[10]Black's Law Dictionary (6th Edition) Page 696

Undoubtedly, there are numerous topics which fall within the scope of maritime law; not all of which lend themselves easily to categorization in terms of "public" or "private".

Maritime law or Admiralty is the body of legal principles which governs, in particular, marine commerce and navigation, business transacted at sea or relating to navigation, to ships and shipping, to seamen, to transportation of persons and property at sea and marine affairs generally.[11]

This Admiralty jurisdiction was distinctively different from that of the common law courts. Admiralty law thus originally encompassed the subject - matter over which the admiralty courts possessed inherent jurisdiction imbued through a process of evolution. Subsequently, the subject matter which bore a maritime character was codified and enumerated by statute.

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In common law jurisdictions, Admiralty law often connotes the maritime law relating to "wet" matters, *i.e.*, those involving ships when they are at sea, as distinguished from "dry" matters alsoinvolving ships but pertaining only to commercial aspects that are essentially land-based issues.

Maritime law is basically governed by the provisions of the Merchant Shipping Act 2007 (MSA) and the Admiralty Jurisdiction Act (AJA) 1991.

[11]**Edgar Gold**, *'Maritime Transport: The Evolution of International Marine Policy and Shipping Law'*, Toronto: Lexington Books, 1981 at p.5.

ADMIRALTY LAWS:

The Admiralty Jurisdiction Act 1991 clearly defines the jurisdiction of the Federal High Court and makes the jurisdiction exclusive. The law creates many new opportunities for Nigerian cargo Plaintiffs, and extends the jurisdiction to "maritime claims wherever arising".

In 1993, the then Chief Judge of the Federal High Court addressed some of the attendant problems in a new set of Admiralty Jurisdiction Procedure Rules.

Among the important provisions, is the requirement for applications for release of Vessels to be heard within three days of filing, and the elevation of the P & I letter of undertaking, to the status of a bail bond recognisable by the court. The rules also expressly provide that a Plaintiff must give security for costs of an arrest upon its application. The level of security is within the court's discretion, but is not limited to legal costs. It may include likely damages for a wrongful arrest, and will be ordered in particular, for claims over a million Naira.The security must be provided by way of deposit or bank guarantee.

Also, the rules provide, for the first time, for a system of caveats against arrest. The undertaking made is enforceable by the court, as a judgment against the caveator, and a writ against the vessel for which a caveat has been filed shall be served on the caveator who, within three days, must pay into court the sum claimed, or enter a bail bond for the same amount. The rules allow a caveator to apply for the discharge or non-execution of an order of arrest, in order that it can fulfill its undertaking and abort the arrest.

These rules, along with the momentum for reform in the legal system generally, provide a bright ray of hope.

Happily, Nigerian Maritime Law is currently based on the Hamburg Rules,

which is more flexible and "cargo owner friendly" and provides a two (2) year time of initiating a suit instead of one (1) year provision under the Hague Rules.

By virtue of Section 2 of the Act, the Hague Convention applies only to outward carriage by ships carrying goods from "any port in Nigerian to any other port whether in or outside Nigeria". It is strongly suggested that the more favorable terms of carriage under the Hamburg Rules which are now in force should be adopted in Nigeria and made applicable to both outward and inward carriage of goods in Nigeria.

It is anticipated that the review of the Shipping Laws by the National Assembly,done from time to time,will address the desired changes.

JURISDICTION:

It is now settled law that the Federal High Court has exclusive jurisdiction in matters pertaining to Carriage of Goods by Sea and Admiralty Law generally in Nigeria. This is by virtue of Section 251 (1) (g) of the Constitution of the Federal Republic of Nigeria 1999 as amended, which provides as follows:

> *(1) Notwithstanding anything to the contrary contained in this Constitution and in addition to such other jurisdiction as may be conferred upon it by an Act of the National Assembly, the Federal High Court shall have and exercise jurisdiction of any other Court in civil causes and matters-*
>
> *(g) …any admiralty jurisdiction, including shipping and navigation on the River Niger or River Benue and theiraffluent and on such other inland waterway as may be designated by any enactment to be international waterway, all Federal ports, (including the constitution and powers of the ports authorities for Federal port) and carriage by sea.*

Other applicable laws are the Admiralty Jurisdiction Act, 1991, and the Admiralty Jurisdiction Procedures Rules 2011.

In Nigeria, we also adopt the provisions of our Merchant Shipping Act, 2007, which repeals the very old legislation of 1886 (i.e. the U.K. prototype) to complement the rules earlier discussed in this paper, towards projecting Nigeria as a Maritime Nation.

It is pertinent to note that most of the International Conventions ratified by Nigeria have been domesticated in our municipal Laws.

TYPES OF PROCEEDINGS IN ADMIRALTY

They are of two types: **In Personam** and **In Rem**. Actions in rem are prosecuted to enforce a right to things arrested to perfect a maritime privilege or lien attaching to a vessel or cargo or both, and in which the thing to be made responsible is proceeded against as the real party. However, actions in personam are those in which an individual is charged personally in respect to some matter of admiralty and maritime jurisdiction.

Although in many cases, admiralty proceedings are in personam, proceedings in rem are a prominent and distinguishing feature of admiralty practice.

Generally, actions for breach of maritime contracts and actions based on maritime torts give rise to maritime liens which can be enforced by an action in rem. Actions in rem can be initiated in claims arising from a contract of affreightment, claims for materials or supplies furnished a ship, general average claims, salvage claims, seaman's claims for wages, or claims arising from any maritime tort, including a cause of action for

personal injury.

An in rem suit in an admiralty action should be initiated in the division of the Federal High Court where the vessel or cargo or tangible property is located. A court will not acquire admiralty jurisdiction until the vessel or cargo or tangible property is located within that district.

A cause of action enforced by a proceeding in rem is a procedural matter and therefore is determined by the law of the jurisdiction where the action is brought.

The Federal HighCourt has original jurisdiction over admiralty matters, as earlier mentioned and has jurisdiction in rem in an admiralty action only when the Ship is within the territorial jurisdiction of the court at the time the case is initiated. The procedural rules applicable in admiralty law prescribe that in order to initiate an action in rem, the property (i.e.; the ship) should be situated in that district during the pendency of the action.

When a person has a maritime lien over a ship and/or its cargo, it can be arrested to enforce the maritime claims over the ship and/or its cargo. Generally, for the court to have jurisdiction, a ship and/or its cargo should be arrested in that district and should be under the control of the court.

In admiralty law, in order to initiate an action in rem, a maritime lien should exist.In the case of a maritime contract as well as maritime tort, if there is no lien attached on a ship, no action in rem can result. However, when an action is of maritime nature and is for recovery of possession of a property, an action in rem can be instituted even if there is no lien over the property.

MARINE CARGO CLAIMS

The problems presented by the doctrine of Privity of Contract, in the handling and settlement of marine cargo claims, is apt for this

discourse.The doctrine itself has been variously described as a fundamental assumption of or determining factor in contract law.

The principle is straightforward enough: a person which is not a party to a contract cannot sue or be sued upon its terms.However, the shipping business lends itself to the use of agents and sub-contractors.

Also, certain carriage documentsare usually delivered to third party other than the original shipper. Evidently, in some cases, hardship or inconvenience will result from the rigid application of the Privity doctrine.Various devices, some under the authority of statute, others by way of judicial intervention, have evolved to minimize the problems presented by Privity doctrine. Their scope and efficacy is the primary focus of this paper.

Marine Cargo Claims, in a wide sense, may encompass claims for premium or indemnity upon a marine insurance policy. The various devices covered in this paper do not have any bearing on the contract of marine insurance.

Accordingly, it suffices to confine the term marine cargo claim to carriage related claims such as the following:

i. Loss or damage to goods carried in a ship;
ii. Delay in their delivery;
iii. Freight, charter, hire, demurrage, damages for detention; or
iv. Any other claim out of an agreement relating to the carriage of goods by sea.

ENFORCING THE CARGO CLAIM

In the typical scenario in the Nigerian trade, goods would have been shipped under a bill of lading and it is the transfer of the bill to a third party such as a consignee or indorsee or other holder which presents

difficulties.

The contract of carriage concluded by the original shipper would have in the normal course preceded the issue of the bill of lading. Consequently, the bill in the hands of the third party, without more, merely provides prima facie evidence of the terms of the contract between the carrier and the shipper.

Happily, our Merchant Shipping Act, 2007 has dispensed with the Privity doctrine which enabled the third party to sue the carrier upon the terms represented in the bill of lading; which was a device that was relied upon, under S. 375 (1), of the old Merchant Shipping Act.

Rather, the new Merchant Shipping Act, 2007 provides for Limitation of Actions and Limitation of liability for Maritime Claims, in lieu.

Section 342 (1) on Limitations of Actions, states thus:

> *Subject to the provisions of this section, no action shall be maintainable to enforce any claim or lieu against a ship or its owners in respect of any damage or loss to another ship, is cargo or freight or any personal injuries suffered by any person on board, caused by fault of the formal ship, whether such ship is wholly or partly in fault, or in respect of any salvage services, unless proceedings in respect of the damages are commenced within two years from the date when the damage or loss or injury was caused or the salvage services were rendered.*

Section 351(1) on Limitation of Liability for Maritime Claims, state *thus:*

> *(1) In this part of this Act, the shipowners and salvors, as defined in subsection (2) of this section may limit their liability as provided in this Part of this Act.*
>
> *(2) The term –*

a. *'shipowner' means the owner, charterer, manager and operator of a ship and*
b. *'salvour' means any person rendering services for salvage operations and salvage operations shall include operations referred to in section 387 of this Act.*

(3) If any claim set out in Section 352 of this Act are made against any person for whose act, neglect or default the shipowner or salvor is responsible, such person shall be entitled to avail himself of the limitation of liability provided for in this Part of this Act.

(4) In this Part of this Act, the liability ofa shipowner shall include liability in an action brought against the vessel herself.

(5) An insurer of liability for claims subject to limitation in accordance with the rules of this Part of this Act shall be entitled to the benefits of this part of this Act to the same extent as the assured himself.

(6) The act of invoking limitation of liability shall not constitute an admission of liability.

Section 352 (1) on Limitation of liability for Maritime Claims, states thus:

Subject to Section 354 and 355 of this Act, the following claims, whatever the basis of liability may be, shall be subject to limitation of liability –

a) *Claims inrespect of loss of life or personal injury or loss of or damage to property (including damage to harbor works, basins and waterways and aids to navigation), occurring on board or in direct connection with the operation of the ship for with salvage operations and consequential loss resulting therefrom;*
b) *Claims in respect of loss resulting from delay in the carriage by sea of cargo, passengers of their luggage;*

The rules of this Act shall not apply to –

a) Claims for salvage or contribution in general average;
b) Claims for oil pollution damage within the meaning of the International Convention on Civil Liability for Oil Pollution Damage or of any amendment thereto which is in force.

CASE STUDY

THE "M/V ARABELLA" V. NIGERIA AGRICULTURAL INSURANCE CORPORATION (2008)10 NSC, 608, SC.

The action was instituted at the Federal High Court by the Appellant/Cross-Respondent under the 'undefended list' for a monetary claim against the Respondents jointly and severally arising out of a general average bond/guarantee signed by the respondents as insurers of cargo receivers. The service of the Writ of Summons was effected on the Respondents outside Lagos without the leave of Court.

The Respondents filed an application to strike out the grounds that it was statute-barred and that it was commenced without the requisite statutory notice.

After argumentation, the Appellant's suit was demised by the trial court. The appellant being dissatisfied appealed, while the Respondent cross-appealed. He Court of Appeal affirmed the decision of the lower court. The parties being dissatisfied appealed to the Supreme Court.

Issues raised:

1. Whether the Court of Appeal was right in setting aside the issuance and service of the Appellant's writ of summons taken out in the Federal High Court, Lagos on the ground that leave was required to

issue and serve same on the Respondent at Abuja.

2. Whether the Court of Appeal right was right, in failing to enter judgment under the "Undefended List" for the Appellant herein as against the Respondent when it was clear that the said Respondent has no defense to the suit and did not file any notice of intention to Defend as required under Order 3 Rule 11 Federal High Court (Civil Procedure) Rules, 1976 (then applicable).

3. Whether the Court of Appeal was not right to have set aside the issuance and service of Writ of Summons, which was issued and served on the Respondent without leave of Court first sought and obtained in violation of the Sheriff and Civil Process Act Cap 407.

4. Whether the Appellant was entitled to judgment under the Undefended List when the Respondent has raised a preliminary objection to the jurisdiction of the court and has also filed a notice of intention to defend.

It was held with regard to issues one and three which is the crux of this article, it was held (dismissing the appeal and allowing the cross-appeal), that service of the writ of summons without leave of court rendered such service void.

The combined effect of section 6, section 249 of the 1999 Constitution of the FRN (as amended) and section 1 of the Federal High Court Act, establishes the Federal High Court as a superior court of record.

Under section 19 (1) of the FHC Act, the Court **"shall"** have and exercise jurisdiction throughout the "**Federation**"…

The section further provides that the "Federation" shall be divided into "judicial divisions" by the Chief Judge for purpose of convenience, (subsection (2)).

It follows that the Jurisdiction of the Federal High Court is one throughout Country and not limited to a particular State. The divisions of the Court were therefore established for the Court to properly carry out its function and not otherwise.

In the light of the foregoing, the question that comes to mind is whether an Originating Process issued in one State for example Lagos and served in another State, for example Abuja, is considered 'out of jurisdiction' and therefore requires leave of Court?

In answering the above question, it is imperative to look at the provisions of the Federal High Court (Civil Procedure) Rules 2009 on service of process. The (B) section of Order 6, particularly Rules 13, 14, 15, 16 and 17 provides for service outside jurisdiction of the court.The Order states thus:

ORDER 6

B - SERVICE OUT OF JURISDICTION

Service of writ out of jurisdiction

13. Service out of jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the Court or a Judge in Chambers whenever-

(a) The whole subject matter of the action is land situate within the jurisdiction (with or withoutrents or profits); or

(b) any act, deed, will contract, obligation, or liability affecting land or

hereditament situate within the jurisdiction, is sought to be construed, rectified, set aside or enforced in the action; or

(c) Any relief is sought against any person domiciled, or ordinarily resident, within the jurisdiction; or

(d) The action is one brought against the defendant to enforce, rescind, dissolve, annul orotherwise effect a contract or to recover damages or other relief for or in respect of a breachof a contract-

(i) Made within the jurisdiction, or

(ii) made by or through an agent trading or residing within the jurisdiction on behalf of a principal trading or residing out of the jurisdiction, or

(iii) by its terms or by implication to be governed by the law in force in the jurisdiction or is brought against the defendant in respect of a breach committed within the jurisdiction of a contract wherever made, even though the breach was preceded or accompanied by a breach out of the jurisdiction which rendered impossible the performance of the part of the contract which ought to have been performed within the jurisdiction;

(e) The action is founded on tort or other civil wrong committed within the jurisdiction; or

(f) Any injunction is sought as to anything to be done within the jurisdiction or any nuisance within the jurisdiction is sought to be prevented or removed, whether damages are or are not also sought in respect thereof; or

(g) Any person out of jurisdiction is a necessary or proper party to an action properly broughtagainst some other party within the jurisdiction; or

(h) The action is by a mortgagee or mortgagor in relation to a mortgage of property situates within the jurisdiction and seeks relief of the nature or kind of the

following that is to say. Soleforeclosure, delivery of possession by the mortgagor, redemption, reconveyance, delivery of possession by the mortgagee; but does not seek (unless and except so far as permissible under paragraph (d) of this rule) any personal Judgment or order for payment of any money due under the mortgage; or

(i) The action is one brought under the Civil Aviation Act or any regulation made in pursuance of the Act or any law relating to carriage by air.

Application to be supported by affidavit

14. (1) Every application for leave to serve a writ or notice on a defendant out of the jurisdiction shall be supported by affidavit or other evidence stating that in the belief of the deponent theplaintiff has a good cause of action and showing in what place or country the defendant is orprobably may be found, and the grounds upon which application is made.

(2) No such leave shall be granted unless it is made sufficiently to appear to the Court or a Judge in Chambers that the cause is a proper one for service out of jurisdiction under these Rules.

Order to fix time for appearance

15. Any order giving leave to effect service or give notice shall limit a time after such service or notice within which the defendant is to enter an appearance, such time to depend on the place or country where or within which the writ is to be served or the notice given, and on whether theair mail is available to the defendant.

Service of notice

16. Where leave is given under the foregoing provisions to serve notice of the writ of summons out of jurisdiction, the motive shall be served in the manner in which writs of summons are served.

Service of originating summons, etc.

17. (1) Service out of the jurisdiction may be allowed by the Court or a judge in

Chambers of thefollowing processes or of notices thereof, that is to say-
(a) An originating summons, where the proceedings begun by an originating summons might havebeen begun by a writ of summons under these Rules;
(b) Any originating summons, petition, notice of motion or other originatingproceedings-
(i) In relation to an infant or lunatic or person of unsound mind, or
(ii) Under any law or enactment under which proceedings can be commenced otherwisethan by writ of summons, or
(iii) Under any rule of Court where under proceedings can be commenced otherwise thanby writ of summons;
(c) without prejudice to the generality of paragraph (b) of this sub-rule, any summons,order or notice in any interpleader proceedings or for the appointment of anArbitrator or umpire or to remit, set aside, or enforce an award in an arbitration held orto be held within the jurisdiction;
(d) Any summons, order or notice in any proceeding duly instituted whether by writ ofsummons or other such originating process as aforesaid.
(2) The provisions of rule 14, 15 and 16 of this order shall apply mutatis mutandis toservice under this rule.

From the above provisions, for a writ of summons or other originating processes to be served out of jurisdiction of the court, leave is required to be first sort and obtained.

However, the 'out of jurisdiction' mentioned in the above provisions was made clear by same Order 6 at the 'C' Section, Rules 31, where it stated that:

> ***"In this order "Out of Jurisdiction" means out of the Federal Republic of Nigeria."***

POSERS:

1. Is Abuja, which is the Federal Capital of Nigeria, out of the Federal Republic of Nigeria?

2. Is the Sheriff and Civil Process Act[12], applicable in the light of the unambiguous provisions of the FHC Act and the Federal High Court (Civil Procedure) Rules, on what constitutes service outside jurisdiction?

It is therefore respectfully submitted that the Arabella Case needs to be revisited, on the issue of service outside jurisdiction.

CONCLUSION

I salute Honourable Justice I. N. Buba for his treatise and with his Lordship's kind permission, may I quickly move a motion ex-parte, seeking leave of my Lord to adopt his work as Volume 3 of my next publication on "Essays in Admiralty".

In my commentary, my focus was on the types of admiralty proceedings, Marine cargo claims and on the need to revisit the Arabella case.

International Conventions and Treaty instruments are at the heart of Maritime Law. An understanding of the manner in which Maritime conventions should be implemented and construed is important.

The current practice and procedure in relation to Admiralty jurisdiction has been presented within the limitations of the paper.

While Maritime Law is steeped in tradition and antiquity, it is at the same time, organic and dynamic. As events unfold in the Maritime world of our times, it is incumbent upon lawmakers, jurists, seafarers and captains of maritime industries to respond meaningfully to the needs and interests of contemporary shipping and maritime affairs through innovative thinking and decision actions.

[12]Cap 407, LFN 2004

I thank you all for your attention!

REFERENCES:

1. ***The 1999 Constitution of the Federal Republic of Nigeria***
2. ***Merchant Shipping Act of 2007***
3. ***Nigerian Maritime Administration and Safety Agency (NIMASA) 2007***
4. ***Federal High Court (Civil Procedure) Rules 2007***
5. **Jean Chiazor Anishere**: *Essays in Admiralty (An Introduction to Legal Issues in Shipping from a West African Perspective) Vol. 1 (2012).*
6. **Jean Chiazor Anishere**: *Essays in Admiralty (Sustainable Maritime Development) Vol. 2 (2015)*
7. **Types of Proceedings in Admiralty**- http://admiralty.uslegal.com/jurisdiction-over-the-parties-or-property-involved/types-of-proceedings-in-admiralty-in-personam-and-in-rem/#sthash.JwAulQ3v.dpuf
8. **Guidelines for Maritime Legislation, 3rd Edition(Guidelines Vol. I)**; United Nations Publication, Economic and Social Commission for Asia and Pacific (ESCAP), Bangkok, Thailand.
9. **Thomas J. Schoenbaum and A. N. Yiannopoulos**: Admiralty and Maritime Law, Cases and Materials, Charlottesville, Va., 1984.
10. **Gordon W. Paulsen**: "A Historical Overview of the Development of Uniformity in International Maritime Law"(1983)