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TABLE OF CONTENTS

	<i>page</i>
<i>Foreword</i>	xv
<i>Preface to the Third Edition</i>	xvii
<i>Preface to the Second Edition</i>	xix
<i>Preface to the First Edition</i>	xxi
<i>Acknowledgements</i>	xxiii
<i>Table of Cases</i>	xxv
<i>Table of Statutes</i>	xliii
<i>Table of Statutory Instruments</i>	xlvii
	PARA.
CHAPTER 1 NORWEGIAN SALEFORM AND COMMERCIAL CONSIDERATIONS	
Part A—History of the Norwegian Saleform	1–01
Part B—Background commercial considerations	1–07
CHAPTER 2(A) APPLICATION OF GENERAL CONTRACT LAW	
(1) Requirements for formation of an English law contract	2A–02
Application to sale and purchase contracts	2A–04
(2) Contractual terms	2A–20
Application to sale and purchase contracts	2A–23
(3) Misrepresentation	2A–26
(4) Construction of sale and purchase contracts	2A–36
CHAPTER 2(B) SALE OF GOODS ACT	
Section 55	2B–03
Application of sections 12–14 to sales of second-hand ships	2B–04
Section 12	2B–05
Section 13(1)	2B–09
Section 14	2B–16
Does section 14 apply to contracts based on the Saleform?	2B–17
Implications of the <i>Union Power</i> decision	2B–21

Application of the implied terms as modified	2B-23
Section 14(2)(A) <i>Satisfactory quality</i>	2B-24
Application to second-hand ship sales	2B-25
Description and price	2B-26
Sub-section (2B) quality	2B-27
Sub-section (2C) exceptions	2B-28
Section 14(3) <i>Fitness for purpose</i>	2B-30
CHAPTER 2(C) UNFAIR CONTRACT TERMS ACT	
UCTA	2C-01
CHAPTER 3 OVERVIEW OF SALEFORMS 1987, 1993 AND 2012	
General	3-02
Preamble	3-03
Clause 1—Purchase Price	3-04
Clause 2—Deposit	3-05
Clause 3—Payment	3-06
Clause 4—Inspection	3-07
Clause 5—Time and place of delivery and notices	3-08
Clause 6—Divers inspection/drydocking	3-09
Clause 7—Spares, bunkers and other items	3-10
Clause 8—Documentation	3-11
Clause 9—Encumbrances	3-12
Clause 10—Taxes, fees and expenses	3-13
Clause 11—Condition on delivery	3-14
Clause 12—Name/markings	3-15
Clause 13—Buyers' default	3-16
Clause 14—Sellers' default	3-17
Clause 15—Buyers' representatives	3-18
Clause 16—Law and arbitration	3-19
Clause 17—Notices	3-20
Clause 18—Entire Agreement	3-21
Signature blocks	3-22
CHAPTER 4 PREAMBLE, DEFINITIONS AND PURCHASE PRICE	
Identification of parties	4-02
The Sellers	4-03
The Buyers	4-04
Guarantees	4-05
Statute of Frauds 1677	4-06
Technical Defences	4-07

Jurisdictional issues	4-08
Letters of Comfort	4-09
Legal effect of right to nominate	4-10
Name of the vessel	4-13
Classification	4-14
Built	4-16
Flag, place of registration, call sign, tonnages and register number	4-19
Saleform 1993, line 9, Saleform 2012, line 10	4-20
Saleform 1993—definitions	4-21
Saleform 2012—definitions	4-22
Clause 1—Purchase Price	4-23
CHAPTER 5 CLAUSE 2—DEPOSIT	
The lodging of the deposit	5-02
Alternatives to a bank as deposit holder	5-05
Lines 13 and 14—"from the date of this agreement"	5-06
The release of the deposit	5-08
The deposit holder	5-10
The limitations of the deposit	5-11
Failure to pay the deposit	5-12
Money laundering	5-14
UK money laundering law—The Terrorism Act 2000 and the Proceeds of Crime Act 2002	5-15
Saleform 2012	5-18
CHAPTER 6 CLAUSE 3—PAYMENT	
Saleform 1993	6-02
Payment procedures	6-03
Banker's Irrevocable Payment Letter	6-04
Payment by telegraphic transfer of the funds on the day of closing	6-05
Pre-positioning of funds in advance of delivery	6-06
The deposit as part of the payment price	6-07
Payment within three banking days	6-14
Readiness for delivery	6-17
The Sellers' obligations	6-22
Buyers' response to tender of invalid Notice of Readiness	6-29
Saleform 2012	6-30
CHAPTER 7 CLAUSE 4—INSPECTIONS	
Saleform 1993	7-01
Saleform 2012	7-07

Other inspections	7-09
Scope of inspections	7-11
CHAPTER 8 CLAUSE 5—TIME AND PLACE OF DELIVERY AND NOTICES	
Sellers' notices—lines 52-56	8-03
Notices	8-07
Delivery	8-14
Lines 57-59—Place of delivery	8-16
Delivery from a shipyard or drydock	8-22
Expected time of delivery—line 60	8-23
Cancelling date—line 61	8-25
Extension of cancelling date—lines 62/71	8-28
The Buyers' option	8-30
The Buyers' remedies	8-31
Total loss—lines 77-79	8-32
Saleform 2012	8-37
CHAPTER 9 CLAUSE 6—DRYDOCKING/DIVERS INSPECTION	
Saleform 1993	9-01
Saleform 2012 Clause 6: Divers Inspection/Drydocking	9-13
Non-grounding letter	9-20
Failure to drydock	9-21
CHAPTER 10 CLAUSE 7—SPARES, BUNKERS AND OTHER ITEMS	
First sentence (lines 155-156)	10-02
Second sentence (lines 156-159)	10-03
Third sentence (line 159)	10-04
Fourth sentence (lines 159-162)	10-05
Lines 162-164	10-06
Lines 165-169	10-07
Lines 170-172	10-08
Lines 173-174	10-10
Saleform 2012	10-11
Amendments to the printed clause	10-12
Damages	10-13
Sellers' obligations in respect of the quality of spares and bunkers	10-14
Bunkers supplied by time charterer	10-17

CHAPTER 11 CLAUSE 8—DOCUMENTATION

Bill of Sale	11-02
Execution of a Bill of Sale by a person other than the registered owner	11-04
Sale of encumbered ship to third-party purchaser without notice	11-05
Form, notarisation and legalisation/apostille of Bill of Sale (lines 181-2)	11-07
An alternative to notarisation?	11-10
Certificates of Ownership and Freedom from Encumbrance (lines 183-4 and 186-7)	11-13
Confirmation of Class (line 185)	11-15
Deletion Certificate (lines 188-193)	11-16
Other registry documentation	11-17
Protocol of Delivery and Acceptance (lines 197-199)	11-18
Technical documentation	11-19
Shortcomings of the clause	11-20
Additional documents?	11-21
Additional topics related to Clause 8	11-23
(A) Covenants for title—full and limited title guarantee	11-23
(B) Various selling situations	11-24
(C) Passing of property	11-31
(D) Is the Saleform the equivalent of a CIF Contract?	11-33
(E) Failure by the Sellers to provide the documents required by the Contract	11-35
Admiralty jurisdiction in the High Court	11-37

CHAPTER 12 CLAUSE 9—ENCUMBRANCES

The purpose of clause 9	12-03
The first limb of clause 9	12-04
Encumbrances, maritime liens and debts	12-08
"Any other debts whatsoever"	12-14
The second limb of clause 9	12-16
Steps to protect buyers' position under clause 9	12-21
Other possible encumbrances	12-22
Port State Control Detentions	12-24
The 2012 Saleform	12-25

CHAPTER 13 CLAUSE 10—FEES AND EXPENSES

Saleform 1993	13-01
---------------	-------

CHAPTER 14 CLAUSE 11—CONDITION ON DELIVERY

Saleform 1993	14-02
---------------	-------

First paragraph	14-03
Second paragraph	14-16
Average damage	14-24
Saleform 2012	14-53
Damages	14-54
Summary of the effect of clause 11 in the 1993 and 2012 Saleforms	14-55
CHAPTER 15 CLAUSE 12—NAME/MARKINGS	
Saleform 1993	15-01
Saleform 2012	15-01
CHAPTER 16 CLAUSE 13—BUYERS' DEFAULT	
Saleform 1993	16-01
The Sellers' right to cancel	16-01
Failure to pay the purchase money	16-20
Buyers' default	16-21
Sellers' damages	16-22
Normal measure of damages	16-29
The prima facie rule—the available market	16-32
Market price	16-34
Delay in reselling	16-35
Consequential losses	16-36
Causation and remoteness of loss	16-37
Interest	16-50
Currency of claim	16-51
Saleform 2012	16-52
CHAPTER 17 CLAUSE 14—SELLERS' DEFAULT	
Saleform 1993	17-01
The Buyers' right to cancel	17-01
Right of cancellation	17-04
Provision of documents	17-05
Interest	17-11
Proven negligence	17-12
Buyers' right to claim "compensation"—lines 251-254	17-19
Damages for non-delivery	17-20
Measure of damages for failure to deliver part of the ship	17-21
Market price and anticipatory repudiatory breach	17-22
Relevance of a sub-sale	17-23
Consequential losses	17-24
Damages for delay in delivery	17-25
Damages in relation to the condition of the ship on delivery	17-26

Other breaches	17-27
Reasonableness of Buyers' actions	17-30
Section 53(2) of the Sale of Goods Act	17-33
Damages for detention	17-34
What if repairs are never carried out?	17-35
Mitigation	17-36
Saleform 2012	17-38
CHAPTER 18 CLAUSE 15—BUYERS' REPRESENTATIVES	
Saleform 2012	18-05
CHAPTER 19 CLAUSE 16—LAW AND ARBITRATION	
Saleform 1993	19-01
High Court jurisdiction	19-01
Permission to appeal arbitration awards	19-05
Saleform 2012	19-06
CHAPTER 20(A) SALEFORM 2012 CLAUSE 17—(NOTICES)	
Saleform 2012 clause 17—(Notices)	20A-01
CHAPTER 20(B) SALEFORM 2012 CLAUSE 18 (ENTIRE AGREEMENT)	
(1) Entire Agreement	20B-02
(2) Exclusion of implied terms	20B-03
CHAPTER 20(C) ADDITIONAL CLAUSES	
Additional clauses	20C-01
"Formal" additional clauses	20C-13
High Court jurisdiction	20C-17
Not comprehensive list	20C-18
Additional MOA clauses—examples	20C-19
Subjects	20C-24
Sellers' Board approval	20C-25
High Court jurisdiction	20C-33
CHAPTER 21 SIGNATURE OF SALEFORM CONTRACTS	
Signature of Saleform contracts	21-01

CHAPTER 22 LEGAL POSITION OF CLASSIFICATION SOCIETIES

General introduction	22-01
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CHAPTER 23 EQUITABLE REMEDIES

Introduction	23-01
Specific performance	23-28

CHAPTER 24 ARREST OF VESSELS

1952 Arrest Convention	24-01
Freezing Injunction (Mareva Injunction)	24-04
Ship sale and purchase claims in South Africa	24-07
Action in personam against the owner of the property to be arrested	24-13
Jurisdiction of forum	24-15
Genuine and reasonable need for security	24-16
Other jurisdictions	24-17

CHAPTER 25 RESALE OF SHIPBUILDING CONTRACTS

Economic background	25-01
Nature of shipbuilding contracts	25-02
Differences between a Shipbuilding Contract and a Second-hand Contract	25-03
Use of the Saleform	25-04
Terminology	25-05
Timing of resale—payments and registration	25-06
Right of assignment	25-07
Particular issues arising on a resale	25-08
Confidentiality and intellectual property	25-26
(A) Commercial background	25-26
(B) Confidentiality	25-27
(C) Intellectual property	25-28
Specimen Contract	25-29

CHAPTER 26 SALE OF SHIPS FOR RECYCLING

Background	26-01
Regulatory	26-02
Sale usually to intermediary	26-03
Contract terms	26-04
Content of contract	26-05
Parties	26-06

Preamble/description	26-07
Definitions	26-08
Purpose of sale	26-09
Purchase price	26-10
Payment	26-11
Notice of Readiness	26-12
Place and time of delivery	26-13
Delivery at intermediate port	26-14
Documentation	26-15
Risk/force majeure	26-16
Spares/bunkers, etc.	26-17
Encumbrances/taxes clauses	26-18
Sellers' and Buyers' default	26-19
Sellers' co-operation with Buyers	26-20
The Recycling process	26-21
Dispute resolution and governing law	26-23
Private and confidential	26-24
Commissions	26-25
Legal authorities	26-26
Sale of Goods Act ("SGA")	26-27
Practical considerations	26-28

CHAPTER 27 NIPPONSALE

Nipponsale 1993	27-02
Nipponsale 1999	27-04
TOMAC Arbitration	27-05
Cancellation	27-07
Clause by clause comparison of Nipponsale 1993 and 1999 with Saleform 1993 from an English law viewpoint	27-08
General	27-09
Description of the vessel, Definitions and the Nipponsale 1999 boxes	27-10
1. Purchase Price	27-11
2. Payment	27-12
3. Documentation	27-13
4. Delivery Place and Time	27-14
5. Delivery Condition	27-16
6. Underwater Inspection [Drydocking]	27-17
7. Notice of Readiness and Liquidated Damages	27-19
8. Total Loss and Force Majeure [Force Majeure]	27-21
9. Transfer of Title and Risk [Allocation of Risk]	27-22
10 & 11. Belongings and Bunkers and Exclusions from the Sale	27-24
12. Change of Name etc.	27-25
13. Encumbrances etc.	27-26
14. Default and Compensation	27-27
15. Arbitration	27-29

CHAPTER 28 SINGAPORE SHIP SALE FORM

Singapore Ship Sale Form	28-01
Summary	28-30
Arbitration	28-31

Appendices

	page
1. Saleform 1993	360
2. Explanatory Notes to Saleform 1993	368
3. Saleform 2012	372
4. Explanatory Notes to Saleform 2012	383
5. Nipponsale 1993	388
6. "Nipponsale 1993"	392
7. Nipponsale 1999	394
8. The JSE Bulletin No. 40	401
9. Singapore Ship Sale Form	405
10. Proceeds of Crime Act 2002, sections 327-330	414
11. Sale of Goods Act 1979, sections 2, 7, 12-15, 17, 18, 20, 23, 28, 50-52, 55, 61, 62	419
12. Sale and Supply of Goods Act 1994, sections 1, 4(1), 5	431
13. Unfair Contract Terms Act 1977, sections 2, 3, 6, 26, 27, Sch. 1, Sch. 2	435
14. Misrepresentation Act 1967, sections 1-3	441
15. Merchant Shipping Act 1894, section 30	443
16. Merchant Shipping Act 1988, section 20	444
17. Marine Insurance Act 1906, sections 39, 55, 57, 60, 64	445
18. Arbitration Act 1996, sections 16, 44, 48, 49, 67-71	448
19. Electronic Communications Act 2000, section 7	458
20. Senior Courts Act 1981, sections 20, 24, 37, 39	459
21. International Convention on Arrest of Ships 1999, Article 18	463
22. Institute Time Clauses (Hulls) (1.11.95) Clause 6	465
23. International Hull Clauses (01/11/03) Clause 2	466
24. Classification Societies, History and Function	467
25. Pro Forma List of Delivery Documents	469
26. Example of an Alang, West Coast India Demolition Contract	480
<i>Index</i>	487

FOREWORD BY RT HON SIR RICHARD AIKENS

About 90 per cent of world trade is carried by the international shipping industry. There are some 50,000 merchant ships trading internationally. Inevitably, many ships are bought and sold as "second hand" ships. These sales are not only important to both parties but will also usually involve very large sums of money. So the effect of the contractual terms on which the sale and purchase of vessels are made is of vital interest to many parties throughout the world. For many years now, what used to be called "the Norwegian Saleform" and is now called simply the "Saleform"—with a date appended depending on the edition used—has been the standard form of contract used by the industry for the sale and purchase of second hand ships. The current editions in use are the Saleforms 1993 and, now, 2012. Although the forms contain options for choosing either English law and arbitration or New York law and arbitration, the majority of sales are governed by English law and disputes are resolved by arbitration in London, with the possibility of an appeal to the High Court.

Malcolm Strong and Paul Herring are former and current senior partners of the internationally renowned firm of shipping lawyers Ince & Co and, between them and their team, they have unrivalled experience in dealing with disputes concerning the sale and purchase of ships. Strong and Herring have now produced the third edition of what has become the standard text book on the English law of "the Sale of Ships". They approach the subject in principle and by particular reference to the clauses of the Saleform. The new Saleform 2012 is not a radical departure from the Saleform 1993 but it does contain important changes. The authors have therefore provided a general survey of the new form as well as clause by clause commentaries on it and the Saleform 1993. Clause 18 of the Saleform 2012 is particularly important. Although headed "Entire Agreement" it is in fact much broader; its precise scope and efficacy will doubtless give rise to controversy. One of its potential effects is to prevent the application of the controversial decision of the High Court in *Dalmare SpA v Union Maritime Ltd and Valor Shipping Limited* ("Union Power") [2012] EWHC 3557 (Comm), which held that the terms to be implied in a contract of sale by virtue of section 14(2) of the Sale of Goods Act 1979 (as amended) were to be implied into a contract governed by the 1993 Saleform. The effect of that decision and many other cases concerning the Saleform 1993, as well as the impact of other case law on contracts for the sale and purchase of second hand ships, are all carefully and clearly considered in this new edition by the authors. They also give their views on legal issues yet to be decided in the courts. This is all done in a practical way and in a style that is easily assimilated. The third edition of *Sale of Ships* is therefore an indispensable text book for both the lawyers and the commercial men and women who are involved in the sale and purchase of second hand ships.

I recommend the book warmly.

Richard Aikens