

TUESDAY 21st NOVEMBER - MORNING

SHIP SALE AND PURCHASE

Time allowed – three hours

Answer any FIVE questions – all questions carry equal marks

Please read the questions carefully before answering

- 1. Answer **ALL** parts of the question.
- a) Provide a detailed written description of a feeder container vessel stating size, cargo capacity, dimensions, machinery and other significant features.
- b) Draw a profile and cross-section of the vessel showing the layout of the vessel clearly labelling the dimensions and other significant parts of the vessel.
- c) On the world map provided show **ONE** route of a typical feeder liner service for this type of vessel including ports.
- 2. Disputes often arise during secondhand ship sales over the pricing of bunkers remaining on board at the time of delivery. Using a Saleform of your choice, describe and explain the standard wording of the relevant clause and suggest what amendments a buyer can make to protect their position.
- 3. Buyers and sellers have agreed all terms for the sale of a secondhand vessel on an outright basis, and both parties have signed and exchanged a Memorandum of Agreement. Using a Saleform of your choice, describe the buyer's obligations in lodging the deposit, and explain the remedies available to the sellers if they fail to do.

PLEASE TURN OVER

4.	Draft a full firm offer for a demolition sale of a bulk carrier for delivery in Bangladesh, including price, commission and delivery dates.
5.	Analyse the effect of the crude oil price and the freight market on tanker values. Use examples to support your answer.
6.	Your client has agreed the sale of a secondhand vessel to a buyer on a subject inspection basis. Using a Saleform of your choice, explain both the sellers and buyers obligations, prior, during and after the inspection.
7.	Give TWO examples of situations where subjects could be inserted in a full terms offer for a secondhand vessel, analysing both their function and legal significance.
8.	Giving appropriate examples, examine the legal relationship between the broker and their principal in all stages of a secondhand sale, and explain how brokers can protect their right to a commission.