

1987 April 3

[DEMETRIADES, J.]

SCHEEPSWERF BODEWES-GRUNO.

Plaintiffs.

And

THE SHIP «ALGAZERA», NOW LYING
AT THE PORT OF LIMASSOL.

Defendants.

(Admiralty Action No. 271/79).

Admiralty – Practice – Action in rem – Right of any person interested in the property affected by the proceedings to enter appearance – Rule 35 of the Cyprus Admiralty Jurisdiction Order, 1893 – Ord. 12, r. 24 of the old English Rules not applicable in Cyprus – Ord 75, r 17 of R.S.C (introduced in England in 1962) not applicable in Cyprus.

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Sale of goods – Property in the goods – Passes upon delivery to the buyer, unless a contrary intention appears – Contract for the construction and sale of ship – «Builders certificate» issued, but condition that buyers will not acquire the property in the ship until full payment of the price – As balance of price was not paid the buyers or either of them were not entitled to transfer ownership in the ship

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Mr. Abuzeid (D.W.4) and a certain Mr. Al-Sahy made an agreement in writing with the plaintiffs, whereby the latter undertook to build for them a ship in accordance with the terms and specifications described therein at the agreed price of 3,700,000 Dfls

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After the ship was constructed and tested to the satisfaction of the purchasers, the latter, who wanted to register her in their joint names in Abu-Dhabi in the United Arab Emirates, asked the plaintiffs to provide them with the «Builders Certificate». The plaintiffs acceded to the request after the purchasers signed a document (Exhibit 4) to the effect that the ship will not become their property until full payment of the contract price including eventual extra prices. Eventually, Mr. Al-Sahy signed and delivered to the plaintiffs two cheques for the total balance due at that time, namely Dfls 650,000 These cheques were never honoured.

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As a result the plaintiffs filed the present action against the ship. The writ of summons is addressed to the said Al Sahy and Abuzeid, the owners of the ship ALGAZERA and all others interested in the said ship.

5 In giving evidence Mr Abuzeid alleged that the balance of the contract price was a debt owed personally by Mr Al-Sahy. In short the case of the persons who defended the action was that Mr Abuzeid bought the shares owned by his partner in the ship and that he transferred ownership of her to Cense Maritime Company S A (hereinafter referred to as Cense) a company registered in Panama under the name of «SHERRY JOY».

10 It should be noted that the lawyers who defended the action appeared on behalf of Cense and that by reason of such fact counsel for the plaintiffs submitted that the action is undefended because under Ord 75 r 17 of the Rules of the Supreme Court of England their appearance in order to be a good one had to comply with and follow the requirement of the rule

15 Held (1) Rule 35 of the Cyprus Admiralty Jurisdiction Order 1893 is very clear in that it gives the right to every person interested in the proceedings to enter an appearance without any formality or prior leave of the Court. It follows that the provisions of Ord 12 r 24 of the old English Rules are not applicable in Cyprus. Furthermore in any event the provisions of Ord 75 r 17 are also not applicable in Cyprus as they were introduced in England after
20 1960.

It follows that «Cense» were entitled to appear and defend the action as persons interested in the res. It is however a different matter whether they have proved their interest in the ship and/or ownership of the ship.

25 (2) In the light of the evidence adduced the Court made the following findings namely that the defendant ship was registered in Abu Dhabi in the joint names of Mr Abuzeid and Mr Al Sahy that the ship transferred by Mr Abuzeid to Cense was not the ship built by the plaintiffs that the ship built by the plaintiffs was never registered in Panama and that the allegations relating to the sale of the share of Mr Al-Sahy to Mr Abuzeid should be
30 rejected.

(3) From the authorities on the subject of the transfer of the property of goods from the seller, manufacturer etc to the buyer it appears that the mere handing of the goods by the seller to the buyer passes the property
35 immediately unless a different intention appears from the terms of the contract of sale. In this case there was such different intention (See Exhibit 4). It follows that the buyers, namely Mr Abuzeid and Mr Al Sahy or either of

them could not until full payment of what they owed to the plaintiffs, part with the ownership of the ship without the consent of the plaintiffs

(5) In the light of the above judgment will be entered for the plaintiffs

*Judgment as per claim
with costs*

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Cases referred to

Asimenos v Paraskeva[1982] 1 C L R 145..

Pitna Shipping Enterprises Inc v Georghiou [1982] 1 C L R 358

Admiralty action

Admiralty action for the equivalent in Cyprus Pounds of the sum of 650,000.- Dutch Guilders (Dfls) balance of the agreed price for the construction of the defendant ship "Algazera" **10**

L. Papaphilipou. for the plaintiffs

E. Montanios with D. HadjiChambis for the defendants.

Cur adv. vult **15**

DEMETRIADES J. read the following judgment. This is an action by which the plaintiffs, a Dutch ship-building company, claim the equivalent in Cyprus Pounds of the sum of 650,000.- Dutch Guilders (Dfls) balance of the agreed price for the construction of the defendant ship. **20**

The writ of summons was issued against the defendant ship and is addressed to "Abdul-Hamid Mirza Al-Sahy of Abu-Dhabi and Suheil Hanna Masud Abuzeid of Esher Surrey, Great Britain, the owners of the ship 'ALGAZERA', and all other interested in the said ship." **25**

The undisputed facts of the case, as presented to the Court, are in brief the following On the 3rd July 1978 Mr Abuzeid, Defence Witness No 4 (D W 4) and a certain Mr Al Sahy who is not a witness in these proceedings entered into a written agreement with the plaintiffs (which was produced and is exhibit No 3 before me) by which the latter undertook to build for them a ship in accordance with specifications and terms described therein The price agreed for the construction of the vessel was 3,700,000 - Dfls When this contract was signed the ship was already under construction as Mr Abuzeid had earlier entered into an agreement with the plaintiffs for her construction and had then paid, on account of her price, the sum of Dfls 1 200 000 - made out of funds partly available personally by him and partly from a loan made to him by Mr Bodewes the Managing Director of the plaintiffs He is witness No 3 for them

A photocopy of the agreement exhibit No 3 was produced and is attached to this judgment as *Appendix A*

It is an undisputed fact that on the day exhibit No 3 was signed by the parties, Mr Al-Sahy paid to the plaintiffs the sum of Dfls 800,000 towards the price of the ship and that on a later day he made a further payment of Dfls 800,000 It is, also, an undisputed fact that after the ship was constructed she was tested and the purchasers were fully satisfied with her performance As they intended to have her registered in their joint names in Abu-Dhabi in the United Arab Emirates, they asked the plaintiffs to provide them with the "Builders Certificate" The plaintiffs acceded to their request after the purchasers signed exhibit No 4, which reads -

«Herewith we 1 Abdul Hamid 2 Saheil Abuzeid declare that the received builders certificate gives no rights for the ownership of the mentioned ship This ship will only be the property of the above mentioned owners after they have paid the full contract price of the ship inclusive eventual extra prices »

As Mr Abuzeid told me, this document was taken by him to Mr

Al-Sahy for signature and that after it was signed by him and Mr. Al-Sahy, he handed it to Mr. Bodewes who then handed to him the "Builders Certificate"

It is not in dispute that a balance of the contract price is still due and payable and that after a visit of Mr. Bodewes to Abu-Dhabi Mr. Al-Sahy paid to him the sum of Dfls. 400,000.- and that he further signed for the balance then due and amounting to Dfls. 650,000.- two cheques, the first payable on the 7th July and the second on the 7th August, 1979. It is, also, an undisputed fact that these cheques were never honoured.

Mr. Al-Sahy was not called to give evidence as to why his two cheques were not honoured. Mr. Abuzeid, who gave evidence on behalf of the alleged present owners of the ship, said that the payment of the balance of the contract price was a debt exclusively and solely owed by Mr. Al-Sahy to the plaintiffs and that he was in no way responsible for its payment.

Very briefly the case for the persons defending this action is that Mr. Abuzeid bought the shares owned by his partner in the ship and that he transferred ownership of her to Cerise Maritime Company S.A., a company registered in Panama (hereinafter referred to as "Cerise") under the name of "SHERRY JOY".

Before I proceed to deal with the evidence adduced and the issues that call for decision, I feel that I should answer the submission made by the plaintiffs that this action is undefended as it was filed against the ship, a certain Mr. Abuzeid and Mr. Al-Sahy and any person interested in her and that the lawyers who defended the action appeared on behalf of a company named Cerise Maritime Company S.A., of Panama. He further submitted that under 0.75, r. 17 of the Rules of the Supreme Court their appearance, in order to be a good one, had to comply with and follow the requirements of that rule.

0.75 of the Rules of the Supreme Court was originally introduced in 1962 and was revised in 1965. This Order is a reproduction with amendments of 0.12, r. 24, that was in force before 1962. Before the coming into force of 0.75, 0.12, r.24 read

(and I quote from the White Book of 1955)

- 5 «In an Admiralty action in rem any person not named in the writ may intervene and appear as heretofore, on filing an affidavit showing that he is interested in the res under arrest, or in the fund in the Registry »

A note to this Order under the heading "Practice" reads -

- 10 «In London actions the affidavit is filed at the Admiralty Registry, and a note is there written on the appearance, 'Affidavit of interest filed', such note being initialled by the proper officer in Admiralty. The appearance is then entered at the Central Office. In District Registry actions the affidavit is filed and the appearance entered at the District Registry. Notice must be given to the plaintiff or persons interested as by an ordinary defendant.
- 15 'Any Person not named - In actions in rem the writ is usually directed 'to the owners and persons interested in' the property proceeded against. See O 2, r 3 7»

- 20 The provision in the Cyprus Admiralty Jurisdiction Order, 1893 that governs procedure in admiralty actions is r 35 which provides that the parties named in the writ of summons and every person interested in the property sought to be affected by the action who desires to dispute the plaintiff's claim shall appear before the Court or Judge either personally or by advocate at the time named in that behalf in the writ of summons

- 25 Rule 237 of the Cyprus Admiralty Jurisdiction Order, 1893 further provides that in all cases not provided by these rules the practice of the Admiralty Division of the High Court of Justice of England, so far as the same shall appear to be applicable, shall be followed.

- 30 Rule 35 of our Admiralty Rules is, in my view, very clear in that it gives the right to every person interested in the property sought to be affected by the proceedings to enter an appearance without any formality or prior leave of the Court. It, therefore, follows that 0.12, r 24, which makes provision that admiralty actions in rem
- 35 can be defended by any person not named in the writ after they file an affidavit of interest attached to their appearance, does not

apply in Cyprus. In any event, O 75, r 17, of the Rules of the Supreme Court, which came into force in the United Kingdom after 1960, are not applicable in Cyprus (see, in this respect, *Asimenos v Paraskeva*, (1982) 1 C L R 145 161 and *Pitna Shipping Enterprises Inc v Georghiou* (1982) 1 C L R 358 365) 5

I, therefore, feel that 'Cerise' were, under r 35 of our Admiralty Rules, entitled to appear and defend the action as persons interested in the res. It is, however, another matter whether they have proved their interest in her and/or ownership of the ship 10

Having found that the submission of the plaintiffs that the action is undefended cannot stand, the first issue that calls for decision is whether the ship, after her construction and delivery to the "owners" was registered and if so in which country, in whose name and under what name and flag 15

During the hearing of the action the plaintiffs attempted to produce a number of documents, one of which was a photocopy of the alleged registration of the ship. Production of this document, photocopy of which was also in the possession of the Master of the ship (P W 5) when the ship was arrested whilst lying at the port of Limassol, and which is part of folio exhibit No 2, was objected to by counsel for the defendants but after hearing arguments I decided to accept it as exhibit No 6 in the proceedings. This document, which is in English and Arabic, bears the photos of the two owners and the stamp of the «Sea Ports Authority» of the Emirate of Abu Dhabi and is described in English as «Ship's Registration Certificate». The names of the owners, the tonnage of the ship, her length, breadth and depth, described in this document, all correspond with the particulars of the ship given in the «Builders Certificate» issued by the plaintiffs 20 25 30

Assuming, however, that I was wrong in accepting this document, this, in my mind, makes no difference to my conclusion that the ship was in fact registered in Abu Dhabi by her owners Mr Abuzeid and Mr Al-Sahy, as the defendants in para 1 of their Answer admit para 7 of the Petition which reads 35

«The shipowners registered the vessel in their joint names

under the flag of the Emirate of Abu Dhabi under the name 'ALGAZERA' or 'AL JAZEERA'. In any event the vessel was carved or marked with the name 'ALGAZERA'».

5 It is true that the defendants by para 2 of their Answer deny the contents of para 2 of the Petition by which the plaintiffs allege that Mr. Abuzeid and Mr. Al-Sahy had agreed to the construction of the ship by the plaintiffs but the evidence of Mr. Abuzeid on this point does corroborate the allegations of the plaintiffs and the evidence given by Mr. Bodewes on their behalf on this issue.

10 In the light of the above, I find that the ship was registered in Abu Dhabi in the joint names of Mr. Abuzeid and Mr. Al-Sahy, to whom I shall hereinafter refer to as the "owners".

15 The second issue that calls for decision is whether the "owners" could transfer ownership in her before her price was fully paid, in other words, before the two cheques of Mr. Al-Sahy were honoured and any extras paid. This issue is related to the «ownership» of the ship.

20 There is no doubt that the plaintiffs gave to the "owners" the right to register the ship in their names. It is, also, an undisputed fact that both "owners" signed exhibit No. 4 by which they had agreed with the plaintiffs that they were to become the owners of the ship after they had paid her full price plus extras.

25 The question, therefore, that arises is: Was one of the "owners" entitled to transfer to the other what he thought his share in the ship was, without the consent of the plaintiffs and could the partner that bought the shares of the other partner in her, transfer the interest in the ship to another person, in the present case "Cerise"?

30 Before, however, I deal with this issue, it is, in my view, pertinent to find out and decide the following question: *Which is the ship that was transferred by Mr. Abuzeid to «Cerise»?*

35 According to the Bill of Sale, which was executed by Mr. Abuzeid and which is exhibit No. 10 before me, what was transferred to «Cerise» was a ship bearing the name «AL JAZEERA», which was registered in Muscat in 1979. The

description of this ship is given in this exhibit which is appended to my judgment as *Appendix B*'.

Comparing now the description of the ship as given in exhibit No. 10 with that appearing in the documents contained in folio exhibit No. 2, in which photocopy of the "Builders Certificate" is also included, I find that the description of the ship given in exhibit No. 10 does not tally with that of the ship constructed by the plaintiffs, as neither the length of the ship transferred to «Cense», nor its main breadth or depth in hold from tonnage deck to ceiling amidship agree. There is no evidence before me that there was a transfer of the registration of the ship from Abu Dhabi to Muscat and since I have found that, on the evidence before me and the admission by the defence in their Answer, the ship was registered in Abu Dhabi, it was, I find, the duty of the defence to prove that «AL JAZEERA» changed ownership or was registered in Muscat. This the defence failed to prove.

Assuming, however, that the conclusion to which I have arrived is wrong, it is my further finding, having regard to exhibit No. 14 which is, according to the defence, the Registration Certificate of the ship «SHERRY JOY», that the ship «AL JAZEERA» was never transferred under the flag of Panama as in the said Registration Certificate, which is appended to my judgment as *Appendix C*' the ship is described, under the heading «Previous Name»: «New Construction» and under the heading «Previous Nationality»: «New construction».

As it appears from the evidence of the captain of «AL JAZEERA» Mr. John French-Paris (P.W.5), after her construction and before her arrest, she sailed for quite some time. Therefore, her description as of «New construction» is utterly incorrect, in fact untrue.

The evidence adduced by the defence as to how the alleged transfer of the defendant ship was effected, comes from Mr. Peter McHale (D.W.5), a solicitor practising in London. In giving evidence Mr. McHale said that Mr. Abuzeid was introduced to him by a client of his firm and that after Mr. Abuzeid gave him the particulars of the ship, the Bill of Sale was prepared and telexed instructions were given to his firm's correspondents in Panama to

5 effect the registration of «AL JAZEERA». His evidence, which is a lengthy one, sheds no light to the inconsistencies contained in the various documents to which I have earlier made reference and it is of no use to the defence as it does not carry the quality, authority and detail that was necessary in relation to questions for which clear answers were needed, namely why the said inconsistencies in the appended documents.

In the result, I reject his evidence as unreliable and evasive.

10 Although I have come to the conclusion that the ship «AL JAZEERA», which was built by the plaintiffs, was never registered in Panama, I feel that I have to deal with the issue of whether the “owners” could part with the ownership of the ship in view of the contents of exhibit No.4 which I have earlier quoted.

15 From the authorities on the subject of the transfer of the property of goods from the seller manufacturer etc. to the buyer it appears that the mere handing over of the goods by the seller to the buyer passes the property immediately unless a different intention appears from the terms of the contract of sale.

20 In the present case, as it appears from the contents of exhibit No.4, none of the contracting parties intended that any part or share in the ship would pass to the purchasers («owners») until the whole of the purchase price, plus value of extras, was paid. The handing over, therefore, of the «Builders Certificate» could not in any way affect the intention of the parties which is expressed in this exhibit that the «owners» or either of them could not, until full payment of what they owed to the plaintiffs, part with the ownership of the ship without the consent of the plaintiffs.

30 Having found (a) that the one owner could not transfer to the other his share in the ship, (b) that the ownership of the ship constructed by the plaintiffs was never transferred to «Cerise» and (c) that the ship was never registered in Panama, I propose to give a summary of the case for the defence as regards the events that led to the alleged agreement between the «owners», by which Mr. Abuzeid bought from Mr. Al-Sahy his share in the ship and of what followed after the signing of the agreement which is exhibit No. 11
35 before me and is appended to my judgment as *Appendix D'*.

Mr. Abuzeid, who is the main witness for the defence, said in his evidence that after the ship was delivered by the plaintiffs to the "owners", she sailed to Abu-Dhabi and that after she arrived there the relations between him and Mr. Al-Sahy broke down because of disagreement as to proposed charterers of the ship and/or failure to find any. There was, also, disagreement between them as to his suggestion that they had to lengthen the ship. 5

After protracted discussions and negotiations Mr. Al-Sahy agreed to sell his share for £285,000.-Sterling. When this agreement was reached, Mr. Abuzeid visited a London solicitor, a certain Mr. Meade, who is D.W.3, and asked him to prepare a contract of sale. Two original contracts were then prepared and typed. 10

Mr. Abuzeid met Mr. Al-Sahy in the lobby of the London Hilton and both signed the contract. Mr. Abu Gosh (D.W.1) and Mr. Abu Taha (D.W.2) signed as witnesses. 15

After the contract was signed, the two witnesses left and Mr. Abuzeid and Mr. Al-Sahy went to the car of Mr. Abuzeid, which was parked outside in the street. There, Mr. Abuzeid took out of the luggage boot of his car a Samsonite case which contained the money; they were in cash and in bundles of various currency denominations. They then got into the car, Mr. Al-Sahy counted the money and he left saying to Mr. Abuzeid to post him the contract. This was done because the copy or the other original which was prepared by the firm of Mr. Meade had mis-spellings and it was not signed. Mr. Abuzeid then went to the Dorchester Hotel where he had photocopies of the contract made. On the following day and after having lunch with Mr. Meade, Mr. Abuzeid asked Mr. Meade to certify the photocopies as true copies. As Mr. 20 25

Meade was in a hurry to get away (he was going on holidays), they got into the car of Mr. Meade, Mr Meade took out his firm's stamp, he compared the photocopies with the so called original and when he found out that they were true copies, he certified them as true copies. After this Mr. Abuzeid went to the flat of Mr. Al-Sahy but as he did not find him there, he left and posted to him the original contract. On advice, he later had the photocopies authenticated by a solicitor who is so authorised by the Foreign Office. The 30 35

signature of this Solicitor was, on the 11th September, 1979, authenticated by the Foreign and Commonwealth Office in London. After this, he went to Mr. McHale for the transfer of the ship to «Cerise».

- 5 Mr. Abuzeid, in cross-examination, admitted that he was a declared bankrupt in Holland and that he served a term of imprisonment in Germany for dealing in stolen motor vehicles, which, however, he did not know that they were stolen. He alleged that the money he paid to Mr. Al-Sahy for his share in the
- 10 ship was given to him by a cousin of his who lives in Abu-Dhabi and that this money he brought to England over a period of three month. The money, he said, was given to him in Derams in cash and he then changed it to English Pounds.

- As regards the share capital of "Cerise" Mr. Abuzeid said that its
- 15 capital is £750,000.-; that the shareholders are his wife, his brother, Mr. McHale and a certain Mr. Peterson; that the shareholders paid up the capital and that the money is not in a Bank but is privately held by him. When he was asked to say what he meant by this he replied that he did not wish to disclose where
- 20 the money was.

Having considered the above facts I find that the story given by the defence is concocted, unreliable and untrue and I dismiss it without hesitation.

- Before concluding, I would like to say that assuming that the
- 25 story given by Mr. Meade as to the certification by him of the contract of sale exhibit No-11 is true, this bears no weight as to the genuineness of the signature of Mr. Al-Sahy.

- In the result, the plaintiffs succeed in their claim and I find that they are entitled to judgment in the sum of Dfls. 650,000.- or its
- 30 equivalent at to-day's rate of exchange in Cyprus Pounds, plus legal interest and costs.

Costs to be assessed by the Registrar.

*Judgment as per claim
with costs*

APPENDIX A

The shipyard, Scheepwerf Bodewes Gruno b.v. Korte Borgweg 1 at Foxhol, Groningen Holland? hereinafter called Yard and the messers:

Suhell Hanna Masud ABUZEID, born 22-1-43 at Zarka, I Jordan, living at Dordrecht, Dubbel Steynlean 178 and
Abdul Mamid Mirza Ali Alsayh, born 1948 at Bahrein, U.A.E. Nationality P.O. Box 6158, c/o Weltrado U.A.E.

hereinafter called Owners have by mutual agreed to the following:

Clause 1

Owners declare to have instructed the yard with, likewise the yard declares to have accepted the construction and delivery of a double screw reefer coaster. 10

Chause 2

The yard shall build and deliver the ship according class requirements of G.L., unrestricted trade 100 A 1 RO and with the belonging class certificates. 15

The dimensions of the ship will be as follows:

Length o.a	Abt. 41.98 m.	
» p.p	» 36.50 m.	
Breath o.a.	» 7 50 m.	20

The ship to be equipped with two off G.M. propulsion engines of 455 M.P. each,

Clause 3

In the contract price is calculated a basic price for the total reefer plant, installation and insulation. 25

Clause 4

The yard has to deliver the ship at the port of Delfzijl, four months after receiving the second installment, exepted always for strikes lock out of employees, fire explosions unforeseen circumstances of whatever nature, beyond the control of the yard or subcontractor suppliers. 30

1 C.L.R.

Clause 5

The agreed prices for the ship is Dfl 3,700,000 --say Three million seven hundred thousand guilders and will be paid as follows

- 5 1st Instalment. 30% after signing the contract
2nd » Dfl 850 000 -- In November 1978
3rd » Dfl 300 000,-- In December 1978
4th instalment Dfl 850 000,--after a satisfactory trial trip has been made and the vessel is delivered together with the class certificates to the Owner
- 10

Clause 6

The ship or belongings parts will be the property of the Owner to the maximum the height of the installments paid by the Owner

Clause 7

- 15 The yard has the right to make some variations in the drawings if this is better to their and to the class opinions

Clause 8

The ship will be build in accordance with the hereto belongings mini specification dated June 1978 and signed by both parties

20 Clause 9

This contract is valid under the General Conditions if the *scheepsbouwveroniging Hoogezand*
Drawn up in good faith, read and approved at Groniggen, 3 July 1978

25 Owners:

1. Name Abdul Hamid Aleahı
2. Name Suheil Hanna Resud Abuzeid.

Approved by
5-6-10
29/12/1910

Form No. 10 BILL OF SALE (Individuals or Joint Owners) No. 79 (Sale)

Official No.	Name of Ship	No., Year and Port of Registry	Whether a Sailing, Steam or Motor Ship	Horse Power of Engines, if any
612	AL JAZERA	MOSCAT 1879	MOTOR	453 HP
Length from forepart of stem to the aft side of the head of the stern post		41	91	Gross .. 228.25 ..
Mains breadth at outside of plating		7	60	Number of Tons
Depth at hold from lowest deck to cranes' mainbeams		4.5		Register 87.25
and as described in more detail in the Certificate of the Surveyor and the Register Book.				
(a) I, the undersigned (1) <u>SIMEIL ABUZEID OF "RADRIGH"</u> , <u>AMBOTH ROAD, ESHER, SURREY, ENGLAND</u> in consideration of the sum of <u>ONE DOLLAR US \$1. AND OTHER GOOD AND VALUABLE CONSIDERATION</u> <u>P. O. BOX 8807, PANAMA 2, REPUBLIC OF PANAMA</u> the Receipt whereof is hereby acknowledged, transfer <u>ALL</u> <u>THE</u> share, and appurtenances, to the said <u>CERISE MARITIME COMPANY S.A.</u> Further (a) I, the said <u>SIMEIL ABUZEID</u> , <u>CERISE MARITIME COMPANY S.A.</u> and (2) <u>ITS</u> beneficiaries expressed to be transferred, and that the same are free from encumbrances (3) <u>AND</u> <u>MARITIME RISKS</u> is executed at (4) <u>SEPTEMBER</u> One thousand nine hundred and <u>SEVENTEEN</u> . Executed by the above-said <u>SIMEIL ABUZEID</u> . in the presence of (1)				



NOTICE:—Registered Owners or Mortgagees are cautioned of the consequences of any change in the name of the ship or of the nature of the cargo or of the destination of the ship, and of the consequences of any change in the name of the ship or of the nature of the cargo or of the destination of the ship, and of the consequences of any change in the name of the ship or of the nature of the cargo or of the destination of the ship.

CHEESWRIGHT, MURLY & CO.

Notaries Public
Commissioners for Oaths

2/3 Philpot Lane,
London EC3H 8AQ

Telephone: 01 623 9477

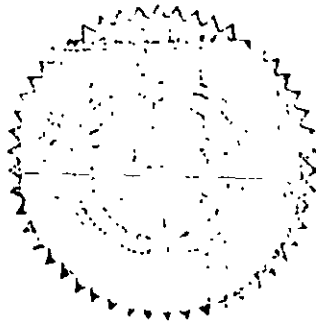
Telex: 883806

TO ALL TO WHOM these presents shall come, I ANTHONY JACK BURGESS of the City of London Notary Public by Royal Authority duly admitted and sworn DO HEREBY CERTIFY that on the day of the date hereof I was present and did see SUNEIL ABUZEID, named and described in the foregoing Bill of Sale of the Motor Ship "AL JAZEERA", duly sign seal and deliver the said Bill of Sale and that the signature "S. Abuzeid" thereto subscribed is of the own true and proper handwriting of the said SUNEIL ABUZEID;

AND I DO FURTHER CERTIFY that the said SUNEIL ABUZEID declared unto me that on the day of the date hereof he was the legal owner of the said Motor Ship "AL JAZEERA" and as such had the right to sell the same and that the said Motor Ship was free from encumbrances.

IN FAITH AND TESTIMONY whereof I the said Notary have subscribed my name and set and affixed my seal of Office at London aforesaid this twentieth day of September One thousand nine hundred and seventy nine.

Cheeswright
M. Murly





Aislandiy C

Ext. 14
27.17.79
EGD

CALL LETTERS
HO-4819

REGISTRATION NO.
No. 8562-PEXT

REPUBLIC OF PANAMA
MINISTRY OF FINANCE AND EXCHEQUER
GENERAL CONSULAR DIRECTION AND
OF VESSELS
NATIONAL MERCANTILE MARINE
PROVISIONAL WARRANT OF NAVIGATION

In accordance with the requirements established by the Ordinance No. 8, dated the 12th of January 1925, the registration requested in Form No. 8562, dated the 19th of September of 1979, has been approved by this office.
Therefore, the Panama Merchant Marine Registry hereby GRANTS AND AUTHORIZES this Provisional Registration of Navigation Certificate to the Vessel, whose particulars are described below, and which will be used exclusively for GENERAL CARGO.
(DRY)

PARTICULARS OF THE VESSEL

NAME OF THE VESSEL: "SHERRY JOY"	OWNERS NAME AND ADDRESS: "CERISE MARITIME COMPANY S.A."
PREVIOUS NAME: NEW CONSTRUCTION	NAME AND ADDRESS OF LEGAL REPRESENTATIVE: FRANCO Y FRANCO
PREVIOUS NATIONALITY: NEW CONSTRUCTION	NAME AND ADDRESS OF COMPANY RESPONSABLE FOR RADIO EXPENSES: THE PROPRIETORS
BUILT IN: HOLLAND	DATED: 1979
BUILDERS: SHEEPSWERF BODEWES GRUNO B.V. FOXHALL GRONINGEN ..HOLLAND	

NUMBER OF: DECKS One MASTS One FUNNEL One	MATERIAL OF THE HULL Steel	MAIN MEASUREMENTS LENGTH 41.91 MTS BREADTH 7.60 MTS DEPTH 3.45 MTS	TONNAGE UNDER DECK ----- GROSS 228.29 NET 87.23
--	-------------------------------	---	--

KIND OF SERVICE GIVEN BY THE VESSEL

DRY CARGO Yes	LIGUID CARGO ---	PASSENGERS 1ST CLASS --- 2ND CLASS --- 3RD CLASS ---	MIXED -----	FISHING OF -----	KIND OF SERVICE Dry cargo in GENERAL
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PROPULSION SYSTEM

TYPE AND NUMBER OF ENGINES: Two (2) Motors 16V -71N
 NUMBER AND TYPE OF CYLINDERS: 16V - 71N
 BRAND OR NAME OF MANUFACTURERS: GENERAL MOTORS
 SPEED OF THE VESSEL: 12 knots HORSE POWER: 455 BHP

The present Provisional Registration Certificate International Service should be cancel and substituted by another one in cases that are described on the reverse of this document.

ISSUED Nineteenth (19) September, 1979 IN PANAMA
 MONTH DAY YEAR

SIGNED AND SEALED BY THE UNDERSIGNED GENERAL CONSULAR DIRECTOR AND VESSELS
 TITLE

VALID UNTIL Eighteenth (18) March, 1980
 MONTH DAY YEAR

(SEAL)

NAME AND SIGNATURE _____

FEES: L12. 13750-A DEL 19/9/79

B
 Etl. 14/1
 F. V. F. L.



REPÚBLICA DE PANAMÁ
 MINISTERIO DE HACIENDA Y TESORO
 DIRECCIÓN GENERAL DE CONSULTA DE NAVES
 MARINA A MERCANTE NACIONAL
 SERVICIO INTERNACIONAL
 PATENTE PROVISIONAL DE NAVEGACION

DISTRIBUCION DE LLAMADA
 HO-4819

OTRO NOMBRE DE LA NAVE
 No. 8562-Pesé

De acuerdo al cumplimiento de los requisitos establecidos en la Ley 84 de 12 de enero de 1925, aprobados por la Dirección de Matricula No. 8562 de 19 de SEPTIEMBRE de 1979, expedida por esta Oficina SE AUTORIZA Y CONCEDE a la nave cuyas características se detallan a continuación y la cual se dedica exclusivamente al servicio de CARGA GENERAL, la presente PATENTE PROVISIONAL DE NAVEGACION PARA TODOS los fines respectivos que otorga el Registro de la Marina Mercante de la Republica de Panamá.

In accordance with the requirements established in the Law 84 of January 12, 1925, approved by the Directorate of Matriculation No. 8562 of September 19, 1979, issued by this Office, authorization is granted and granted to the vessel whose characteristics are detailed below and which is dedicated exclusively to the service of CARGA GENERAL, the present PROVISIONAL PATENT OF NAVIGATION FOR ALL purposes respectively that grants the Register of the Merchant Marine of the Republic of Panama.

DATOS DE IDENTIFICACION DE LA NAVE

NOMBRE DE LA NAVE " SHERRY JOE "		REPRESENTANTE LEGAL Y DOMICILIO " CERISF MARITIME COMPANY S.A. "	
NOMBRE ANTERIOR NUEVA CONSTRUCCION		FRANCO Y FRANCO	
NACIONALIDAD DE LA NAVE NUEVA CONSTRUCCION		RESPONSABLE DE LAS OPERACIONES MARITIMAS Y DOMICILIO LOS PROPIETARIOS	
CONSTRUCCION EN HOLANDA		FECHA 1979	
MATERIAL DEL CASCO ACERO		DIMENSIONES PRINCIPALES TONELAJE TONELAJE	
NUMERO DE CUBIERTAS UNA		CELSURA 41.91 MTS BRAZO CUBIERTA	
MASTILES UNO		LONGITUD 228.29 MTS	
CUBIERTAS UNO		ANCHO 12.51 MTS	
		PUNTALES 3.45 MTS METO	
		METO 87.22 MTS	

SERVICIO A QUE SE DEDICA LA NAVE						
CARGA SECA		PASAJEROS		MIXTO	DE SERVICIO DE	
LIGERA		PASAJEROS		MIXTO	BANDO DE NAUTICA	
LIGERA		PASAJEROS		MIXTO	BANDO DE NAUTICA	
SI	---	1A. CLASE	-----	-----	CARGA SECA EN GENERAL	
		2A. CLASE	-----	-----		
		3A. CLASE	-----	-----		
		3B. CLASE	-----	-----		

SISTEMA DE PROPULSION

CLASE Y NUMERO DE MAQUINAS O MOTORES	110S (2) MOTORES 16V-71N
NUMERO Y TIPO DE CILINDROS	16V-71N
NUMERO DE BANDO Y TIPO DE CILINDROS	
MARCA O NOMBRE DE LOS FABRICANTES	GENERAL MOTORS
VELOCIDAD DE LA NAVE	12 NUDOS
VELOCIDAD DEL MOTOR	CABALLOS DE FUERZA
	455 BHP

La presente Patente Provisional debe ser cancelada y sustituida por otra en los casos que se describen al reverso de este documento

The present Provisional Patent must be cancelled and replaced by another one in the cases described on the reverse of this document

EMITIDA EL DIECINUEVE (19) DE SEPTIEMBRE DE 1979 EN PANAMA

FIRMADA Y SELLADA POR EL SUSCRITO: DIRECTOR GENERAL DE CONSULAR Y DE NAVES

FECHA DE EXPIRACION: DIECIOCHO (18) DE MARZO DE 1980

VALOR: \$100.00

RECORRIDO POR: X SERGIO QUIROS FERNANDEZ

RECORRIDO POR: X SERGIO QUIROS FERNANDEZ

DERECHOS: L10. 1375-A DEL 8/9/79

I, ABDUL-HAMID MIRZA AL-SAHI of Welltrade Abu-Dhabi, Dalma Centre, Hamdan Street, Abu-Dhabi, United Arab Emirates, hereby acknowledge receipt of the sum of £288,888 88 (being the Sterling equivalent of 1 3 million guilders at an exchange rate of 4 5
 5
 guilders to the pound) from Suheil Abuzeid of 'Hadleigh' Sandown Road, Esher, Surrey, England in full and final payment for all my shares in the motor vessel 'Al-Jazeera' registered in Abu-Dhabi, U A E under number 412 and I confirm that all such shares are totally unencumbered and that Mr Abuzeid is now the full owner of all the shares in the said ship 10

I further confirm that the transfer of these shares does not in any way affect the various cheques that have been issued by me to Harry Bodewes (Shipbuilders) which I undertake to pay and I confirm that I shall not in any way seek reimbursement from Mr Abuzeid in respect of any expenses or other outgoings incurred prior to the date hereof 15

I understand the nature of this receipt that is being signed by me and that it is fully legally binding and may be used as evidence of this transaction in the laws of any country in which proceedings may be commenced relating to this ship 20

Signed
 ABDUL-HAMID MIRZA AL-SAHI

(Vendor)

Witnessed by:

Signed: SUHEIL ABUZEID (Purchaser) 25

Witnessed by: