

Date of redelivery

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*It would seem to me ... that every time charter must have a final terminal date, that is a date by which (in the absence of an exonerating cause) the charterer is contractually obliged to redeliver the vessel. Where the law implies a margin or tolerance beyond an expiry date stipulated in the charter-party, the final terminal date comes at the end of such implied extension. When the parties have agreed in the charter-party on the margin or tolerance to be allowed, the final terminal date comes at the end of such agreed period.*¹⁸

Under the time-charter contract the vessel is delivered by the owners to the charterers for their commercial use within stipulated period of time. At the end of this time, subject to any express provision contained in the contract, the charterers obliged to redeliver the vessel to the owners¹⁹. Therefore time charterparty necessarily contains terms as to its duration.

Where a charterparty is for a fixed period such as three or six months, the court may imply a reasonable margin or allowance because it is impossible for anyone to calculate exactly the day on which the last voyage may end, but it is open to the parties to provide that there is to be no margin or allowance.

The inclusion of the word "about" in describing the period of the charter indicates that it allows a little latitude as to the time of redelivery²⁰.

US view that the overlap/underlap option requires the charterer to choose a final voyage which brings the redelivery closest to the charter party target date – *Britain S.S. Co v Munson Line* (1929) 31 F2d 530.

If charterers attempt to redeliver the vessel earlier, i.e. wrongly repudiate a contract the innocent party can reject the wrongful repudiation and continue the contract according to *White & Carter (Councils) Ltd v McGregor* [1961] 3 All ER 1178. Read more [Option to disregard repudiation](#).

Timely redelivery is not always a condition of a time charterparty, but may well be an 'intermediate' term since a short delay in redelivery will not justify the termination of the contract. However, when charterers are insisting on their orders which, at the moment of performance, will apparently lead to late redelivery may find themselves in

¹⁸ *Hyundai Merchant Marine Co Ltd v Gesuri Chartering Co Ltd (The Peonia)*, [1991] 1 Lloyd's Rep 100, per Bingham LJ at p.108

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²⁰ *The Democritos* [1976] 2 Lloyd's Rep.149