

**Name :** Stephen Woodruff Fordham

**Date of Birth :** 03/02/1951

**Nationality :** British

**Country of Residence:** Singapore

**Language(s) : Spoken** English

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**Profession :** Shipping Executive Solicitor



#### Academic & Professional Qualification(s) :

MA Oxford University (Jurisprudence)

Solicitor, England and Wales

Solicitor, Hong Kong

Fellow, Singapore Institute of Arbitrators

#### Professional Membership(s):

Singapore Chamber of Maritime Arbitration

Singapore Institute of Arbitrators

#### Career & Professional Experience:

- Norton Rose Botterell and Roche, London - Articled Clerk (1974 – 1976)
- Baker & McKenzie, Hong Kong and Thailand – Associate solicitor (1976 – 1979) Clifford Turner, London – Assistant solicitor (1979 – 1983)
- Sinclair Roche and Temperley, London and Singapore – Assistant solicitor (1983 – 1985) Sinclair Roche and Temperley, Singapore – Partner (1986 -1998)
- Watson Farley and Williams, Singapore – Consultant (1998 - 2003) Argonaut Shipping Singapore Pte Ltd – Managing Director (1998 – 2001)
- Wikborg Rein, Singapore and Oslo – Partner (2003 – 2012) Masterbulk Pte Ltd, Singapore – Executive Chairman (2012 – present)

#### Legal Knowledge relating to Shipping, Arbitration Practice and Procedure:

During my Articles at Norton Rose, I spent six months in the firm's Shipping Litigation department and six months in its Ship Finance department, as well as six months in its Corporate department (where much of my work was for shipping companies).

Whilst with Baker & McKenzie in Hong Kong, approximately 50% of my work was shipping related (a mix of both contentious and non-contentious matters).

I did no shipping work during my time with Clifford Turner (it was largely corporate M&A) but, after joining Sinclair Roche and Temperley in 1983, until I left practice in 2012, I worked almost exclusively as a lawyer advising different stakeholders in the shipping and offshore oil and gas sectors, primarily in non-contentious areas (finance and commercial contract work) but also quite regularly in contentious matters.

In the mid 1990s, I was on two occasions a party-appointed arbitrator to tribunals in Singapore arbitrations in respect of rig construction disputes. Both disputes concerned the interpretation of provisions in the relevant construction contract dealing with liability for cost overruns and time delays, and involved many disputes of fact. The first settled at a relatively early stage, whilst the second went to a hearing and the issue of an award, which was principally written by the Chairman of the tribunal, Lawrence Boo.

My work as a consultant with WFW was predominantly non-contentious (with an increasing focus on the offshore drilling and production sectors). At the same time, between 1998 and 2001, I also held the position of MD with a Swedish-owned VLCC operator, responsible for liaison with the MPA/SRS and the company's financing banks.

As the managing partner of Wikborg Rein in Singapore, my work again became more varied and included quite a number of contentious matters involving litigation in different jurisdictions.

In particular, on three occasions between 2009 and 2012, I was the lead partner representing clients in London arbitrations:

1. The first case involved a dispute over the purported cancellation of a construction contract for delayed delivery of the vessel and the buyer's right to make demand under various refund guarantees. The case went to a hearing and an award from the sole arbitrator. I represented the (successful) Chinese shipyard.
2. In the second case, I represented a Russian state-owned oil company in a dispute with a US drilling contractor regarding liability for delays in redelivering a jack-up rig at the end of a drilling contract. The case settled after four days of the scheduled two week hearing.
3. The third case involved various disputes under an agreement for the sale and purchase of a fleet of fleet of drilling tender barges, including (amongst other things) breaches of warranty as to the condition of the units and breaches of the sellers' obligations to maintain and repair the units between contract and completion. The case settled shortly before the hearing was due to begin.

Finally, in my capacity as Chairman of Masterbulk, I had the legal responsibility under Norwegian law for the management and conduct of a long running arbitration in Norway (lasting from 2001 and 2007) to end a 40 year vessel-pooling joint venture.

In my capacity as the Executive Chairman of Masterbulk, I have had overall responsibility for all aspects of the business, including finance, technical management and commercial operations.

#### **Publications:**

None relevant to arbitration.