

ex Don Luis 52 11 MAY 1953
Red Line 7.10

LLOYD'S REGISTER OF SHIPPING

UNITED WITH THE BRITISH CORPORATION REGISTER



Port VALPARAISO

6th May, 1953

C.491

This is to Certify that

C.R. ROWCLIFFE

The undersigned Surveyor to this Society did at the request of

Hernan Ossa P., of the Cia. Naviera del Sur, visit the "Margot", 2629 tons gross of Valparaiso, whilst lying afloat at Laguna Verde to ascertain, on behalf of Messrs. Lyon, Lohr & Co., London, if repairs recommended in 1950 (before vessel was removed from the classification in Lloyd's Register of Shipping) had now been effected, and have to report as follows:-

On the 5th May, 1953, the undersigned, accompanied by Mr. Ossa, boarded the vessel whilst lying at anchor at Laguna Verde and found that the vessel had only discharged part of her coal cargo and therefore a full survey of the parts required could not be carried out, but a general walk round the vessel was made and:

Decks.

Since the vessel was last surveyed by Lloyd's Register of Shipping, the hatchways on the main deck had been altered at Holds Nos. 1, 2, 3 and 4. Originally each of these holds were served by hatchways on the Port and Starboard side of vessel, and now these hatch coamings have been removed and deck plated over and large centre hatchways have been cut, using part of the old coamings from the side hatchways to form the coamings for the new hatchways. A plan showing the alterations and compensation made for cutting the main deck plating and beams was asked for, but I was informed none had been made, and from the general examination now carried out, no consideration has been given to the strength of the vessel when carrying out the alteration, and the workmanship of the alterations is poor.

The deck plating in general was coated with scale, the openings in way of old side hatchways had been plated over with old pieces of plate welded together and riveted in place, the workmanship being poor.

Beams in the second deck in way of hatch No 1 had been cut away and no compensation made. Beams in way of hatches Nos. 3 and 4 could not be seen.

The portable hatch beams for No 2 hatchways, Port and Starboard, were seen lying on the deck, were badly corroded and holed in places through wastage.

It was impossible, due to the condition of the decks, to ascertain if repairs to decks outstanding in 1950 had been effected.

(continued)

Certificate is issued upon the terms of the Rules and Regulations of the Society, which provide that:-

"While the Committees of the Society use their best endeavours to ensure that the functions of the Society are properly executed, it is to be understood that neither the Society nor any Member of any of its Committees is under any circumstances whatever to be held responsible for any inaccuracy in any report or certificate issued by the Society or its Surveyors, or in any entry in the Register Book or other publication of the Society, or for any error of judgment, default or negligence of any of its Committees or any Member thereof, or the Surveyors, or other Officers or Agents of the Society."

11 MAY 1953

C.491

S/S "Margot"

2. When walking round the decks, a general examination of the windlass revealed that the main drive worm and worm wheel were so badly worn that the windlass could not be considered in safe working condition.

3. As the holds were still about three quarters full of cargo, it was not possible to ascertain if repairs to frames outstanding in 1950 had been carried out, but on enquiry it was found that frames in the tween deck bunkers and lower bunkers could be part seen.

On examination of frames in the tween deck bunkers, they were found coated with heavy scale and on hammering and removing scale from one frame it was found to be not more than 1/8" thick (original thickness minimum 1/2"), and could be easily indented each hammer blow. The beam knees to the above frames were also observed to be badly wasted.

The deck head in this bunker was also observed to be wasted.

On entering the lower bunkers, Port side, water was observed over the part of the tank top clear of coal which, on enquiry from the Chief Engineer, came from the overflowing bilges, and I requested the bilges be pumped out.

The small number of frames clear of coal in the bunkers which could be examined were found coated with scale, considerably reduced in thickness and in need of repairs.

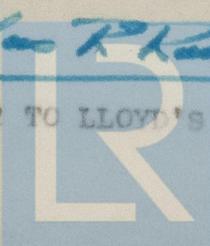
On going to the engine room to see the bilge pump working, the engine room bilges were also found full and overflowing the tank top, and, on examination of the ballast pump which was working on the bilges, it was found that the water end of the pump was so badly wasted away and leaking that it had been fitted with a cement box which was so badly leaking as to make the pump totally unserviceable.

It was requested that the small bilge pump be tried on the bilges, and the water end of this pump was also found wasted and leaking. On enquiring if there was any further pump on board which could pump the ballast tanks or bilges, I was informed there was not. The independent boiler feed pump which was observed under working conditions was badly in need of repairs to its valve gear link motion, and a small fresh water pump which also had a connection to the boiler feed line was found to have a lead discharge pipe which is totally unserviceable for a boiler feed line.

From the above it will be seen that, as far as the pumping arrangements are concerned, this vessel cannot be considered in a seaworthy condition, and from the general examination of the other items mentioned the seaworthiness of the vessel, in my opinion, is severely impaired.

Chas R. Randall

SURVEYOR TO LLOYD'S REGISTER



Lloyd's Register
Foundation

Fee \$ 6,000.00
11% Tax \$ 660.00

WYOMING ACT

and to determine whether the same is a valid and enforceable contract and if so to enforce the same and to award costs and attorney's fees to the prevailing party.

It is the order of the court that the contract between the parties is enforceable and that the plaintiff is entitled to recover the amount of the contract and costs and attorney's fees.

The court further orders that the defendant pay to the plaintiff the sum of \$10,000.00 as damages and costs and attorney's fees.

This judgment is entered on this 15th day of June, 1955, at Cheyenne, Wyoming.

WYOMING COURT OF CIVIL JUSTICE
Cheyenne, Wyoming

Noted *YLB* 19/5

WYOMING ACT

