

ETT & CO

ARRETT.  
ILMAN.  
RUSSELL.  
HIBALD.

Address,  
TT, LONDON.

30 AVENUE.  
(LINES.)

Mr,

DTG/SS

LYLOYD'S REGISTER

Recd. 15 APR 1925

*Ly, Dig 15-*

LONDON

*St Michael's Rectory, Cornhill.*

*London* 15th April 1925

E.C.3.

Abdela & Mitchell Ltd.

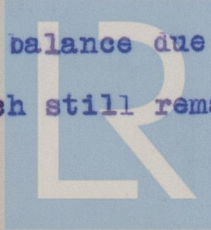
Referring to Mr. Hill's recent call upon us, we have now  
considered the recent correspondence and the contract  
led, (though it is in fact only an uncompleted draft) for the  
ing of the s.s. "Cornish Merchant" enclosed in the Liquidator's  
to you of the 6th instant.

This contract does not contain any reference to the  
ion of classification, but this matter was probably provided for  
e specification referred to in the contract and we assume that,  
ted by the Cornish Traders Ltd., the obligation to have the  
classified and to hand over classification certificates and  
he necessary fees did in fact lie upon the builders, Messrs.  
& Mitchell Ltd.

The statement of account forwarded by the Liquidator  
ates that the procedure contemplated by Clause 1 of the contract  
which £7,500 was to be deposited in a Bank and paid over in  
, on completion of the vessel) was not followed, but that, instead,  
ts on account were made from time to time by the Cornish Traders  
nd that there ~~now~~ remains a balance due from them to Messrs.  
& Mitchell of £114.1.5 which still remains unpaid.

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15th April 1925

The Liquidator does not state what efforts have been made to recover payment of this amount, nor on what grounds payment has been refused, but it seems reasonable to suppose that the Cornish Traders Ltd. <sup>may</sup> have refused to make payment by reason of the builders' breach of contract in not handing over the classification certificates with the vessel.

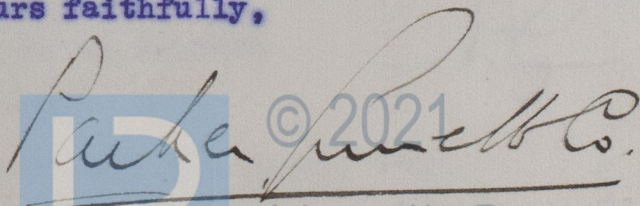
In the circumstances we think it would be worth while for you to write again to the Liquidator returning the copy contract and suggesting that it would be to the benefit of the creditors generally if he paid your fees in respect of the "Cornish Merchant" amounting to £88.7.8 in return for which you would hand him the classification certificates and thus enable him to enforce payment from the Cornish Traders Ltd. of the balance of £114.1.5 due from them.

We think it is at all events clear that, as the Cornish Traders have in hand more than sufficient to cover your fees, you are justified in declining to classify the ship or to hand over the certificates until these fees are paid.

We return herewith your file of papers and the copy contract.

We are,  
Yours faithfully,

The Secretary,  
Lloyd's Register of Shipping,  
Fenchurch Street,  
E.C. 3.

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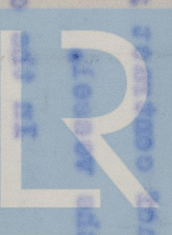


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Referred to Mr. Mayne.

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15 APR 1925

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