

VERGOTTIS, LIMITED.

DIRECTORS:
G. VERGOTTIS. (GREEK SUBJECT)
H. F. BAMBER.
E. H. DUNN.
R. J. BURGESS.

TELEPHONE NOS. AVENUE 5751/3.

TELEGRAPHIC ADDRESS:
D: "VERGOTTIS, STOCK, LONDON."
GN: "VERGOTTIS, LONDON."

SCOTT'S 10TH EDITION.
LOMBARD.
BOE.

CREECHURCH HOUSE,

CREECHURCH LANE,

LONDON,

E.C.3.

EHD/ED.

25 JUL 1942

Assd.

LONDON

23rd. July 1942.

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

Dear Sir,

S. s.s. "EMMY".

Confirming conversation over the telephone yesterday we venture to seek your assistance in connection with the valuation of deferred damage repairs per the above steamer arising out of her stranding in Cardigan Bay early in 1940.

We recognise that this is a matter on which we are not entitled to ask your intervention and only do so as we appear to have arrived at an impasse with the steamer's Underwriters.

You will recollect that following the happening mentioned, this steamer proceeded to the River Mersey and discharged her cargo, then carried out part permanent and part temporary repairs, the Ministry of War Transport not permitting all the permanent repairs to be carried out at that time.

The Owner is entitled to require his Underwriters to pay him the depreciation in the value of the steamer as at the date the policies then current expired, viz. November 1940 due to the presence of damage which had not been permanently repaired.

Generally speaking, we suggest that the measure of this depreciation may be taken to be the cost of carrying out permanent repairs in accordance with your requirements.

At the time the vessel was first examined in drydock in Liverpool, the Owner was inclined to endeavour to sell her in damaged condition and for the purpose of applying to his Government for a permit to sell, sought and obtained from your Liverpool Committee a general statement dealing with the ship's condition.

Copy of letter of the Liverpool Committee herein, dated 3rd. April 1940, is enclosed herewith.

The intention to sell was not carried out, and as previously mentioned, part permanent and part temporary repairs were effected at Liverpool, the work being done by Messrs. Grayson Rollo & Clover Docks Ltd.

The account for same as originally presented amounted to some £22,000, but after discussion between the Repairers and Messrs. Hay & Smart who had been appointed by Underwriters, the account for damage work was finally agreed at £19,000.

When the need for dealing with the outstanding repairs arose, we asked Messrs. Grayson Rollo & Clover Docks, Ltd. to quote us for such work on the basis of the specification which had been drawn up at the time the other work was carried out.

The Repairers' estimate amounted to £36,500 and same was forwarded by our Adjusters through the Salvage Association to

During the war, it would be appreciated if letters to us were written in duplicate.

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W28-0152 Subject

GREENCHURCH HOUSE,
GREENCHURCH LANE,
LONDON, E.C.3.

TELEPHONE NO. AVENUE 22113
TELEGRAPHIC ADDRESS
"ERGOTTIS STEAK LONDON"
"ERGOTTIS LONDON"

Messrs. Hay & Smart for their approval.

The Surveyors without commenting on Messrs. Gray's price, stated that in their view the cost of carrying out the work in November 1940, would have been £19,400.

We have endeavoured by various means to obtain opinions which would support one or the other of the figures given but without success.

The Owner, who is a practical Shipmaster was in Liverpool during the time the first repairs were carried out and still with us.

It is his considered opinion that the work necessary to restore the steamer to the condition she was in before the accident as detailed in the specification which has been prepared is three times as great (having regard to its cost) as the permanent and temporary repairs which have been effected and we cannot ourselves pretend to expert knowledge on the subject but genuinely believe that this opinion is justified, particularly when it is considered that the carrying out of permanent repairs would necessitate the breaking down of the considerable amount of temporary repairs which were effected.

*Noted
20/8/40*

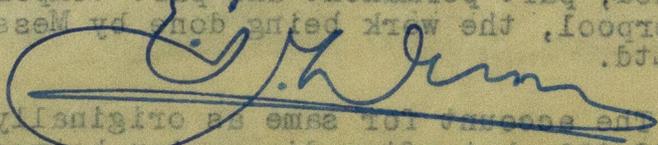
Recently the steamer has become a total loss, and accordingly the only alternative which had been open to the Owner namely of effecting permanent repairs as soon as it became possible for him to do so, has been removed.

Accordingly we beg to request that you will be good enough to favour us with your opinion as to what it would have cost during the latter part of 1940 to have effected at Liverpool all the work necessary to restore the steamer to the condition in which she was in before the accident took place.

We realise that this will necessitate a good deal of work by your Surveyors and naturally shall be very pleased to pay your fees for this service.

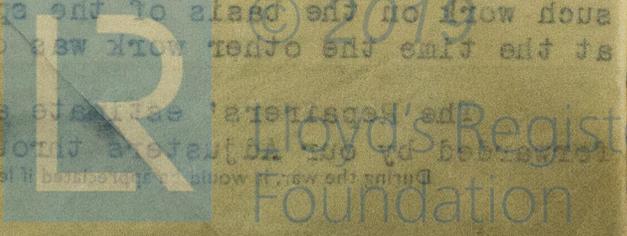
Thanking you in anticipation,

We are, Dear Sir,
Yours faithfully,
For ERGOTTIS, LIMITED.



Referred to the Chief Ship Surveyor and the Chief Engineer

Referred to Mr. Staddon



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Expenses
Director's Fee
Attorney