

Oil Tanker "ALABAMA"

The following remarks are offered on the letter signed by Mr. Chiarella on behalf of the Owners (see passages marked A, B, C &c.):—

(A) This point is dealt with, in so far as it is possible to deal with it, in the Secretary's letter of the 3rd February, where it is stated that Mr. French in his discussions with all the Surveyors involved in this case was impressed with the unanimity of their statements that, when the condition of the deck plating was observed, the Master dismissed it as having no connection with the damage. Further, the Secretary's letter reports a statement by Mr. White to the effect that had the Master put forward either verbally or in his list of damage any claim for repairs to the wavy deck plating, he (Mr. White) would have had to consider it, even if he disagreed with the Master.

(B) It is not the concern of this Society to determine whether Mr. Silleman did or did not exceed his duty in signing a document on behalf of the Owners without the knowledge or authority of the Owners' Agents. On the question of fact, however, the letter of Messrs. Simpson, Spence & Young dated January 25th seems conclusive.

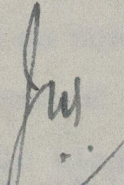
(C) The list of damages was, so far as is known, not requested by the Surveyors but offered to them for their inspection, and the reference to the second list is necessary in view of the point that was made in regard to the first list, namely, that the latter only dealt with articles of equipment, stores, etc.

(D) These remarks are noted, and so far as can be seen no exception can be taken to them.

(E) As before stated, the Surveyors' justification of their action in signing the statement referred to was that the (to them) accredited agent of the Owners had also signed it.

(F) It is difficult to see how any contradiction exists here. The phrase regarding English speaking individuals present at the survey does not entirely rule out the Captain, for it is agreed that the Captain's knowledge of English and his capacity for speaking it were small, but that involves no contradiction with the statement that the Master dismissed the buckling as having no connection with the damage.

LM


22.3.32



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