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Lloyd's Register of Shipping,

71, Fenchurch Street, E.C. 3.

3rd February, 1932.

Dear Sir,

S.S. "ALABAMA".

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Reverting to the correspondence which has passed between us regarding the case of this vessel, I am now in receipt of letters from the Society's Surveyors at New York and at Philadelphia in reply to the enquiries made of them with respect to their actions in the matter.

Mr. French, the Chief Surveyor for the United States and Canada, reports that, in reviewing the correspondence on this case, and from his conversation with the individuals involved, the action taken by the Society's Surveyors in signing the statement relating to the condition of the deck seems to have been based on the fact that Mr. Silleman in his capacity as Owners' Surveyor was a party to the agreement signed. Mr. Silleman is well-known at New York as a capable and responsible official of the Standard Shipping Co., and the Society's Surveyors would naturally assume that he had full authority to act for the Owners.

Mr. French further states that, in his discussions with all the Surveyors involved in this case, he is impressed

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with the unanimity of their statements that when the condition of the deck plating was observed, the Master dismissed it as having no connexion with the damage. This is apparently borne out by the list of damage which the Master prepared at Philadelphia before the survey in drydock, and I have before me a copy of the official translation of this list, which has been furnished by Mr. White, the Underwriters' Surveyor. The list which you kindly supplied referred only to articles of equipment and stores, but the list now received is more complete, and includes damage to hull and machinery (except under-water damage later found in drydock). Neither in this statement nor in the copy of abstracts from the Master's and Chief Engineer's Log, which were visaed by the Royal Italian Consul at Philadelphia in March last, is there any mention of undulations of the bridge deck plating.

Mr. French adds that since his arrival in the United States many years ago, he has personally known Mr. White, the Underwriters' Surveyor, who has a reputation for dealing fairly and considerately with Owners on any damage claims they may have. Mr. White has stated that, had the Master of the "ALABAMA" 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, and even if he disagreed with the Master, it would have been his duty to

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to report to his Principals that such a claim had been made.

Referring to the Master's affidavit, dated 28th September, 1931, Mr. French points out some important facts recited there which, to his mind have a serious bearing on the controversy, viz:-

Paragraph b.

The Master's statement that "the undulations got worse following what happened from 28th to 31st March, 1931, during the voyage from Philadelphia to Manchester".

Paragraph g. furnishes further evidence of the severity of the weather on this voyage.

Mr. French submits that the damage to the weather decks detailed in the report of the Society's Surveyors at Genoa, dated 18th August, was the result of the heavy weather encountered from the 28th to 31st March, 1931, or, at the very least, the wavy condition of the deck plating was accentuated by that storm, so that while the undulations may have been unimportant in the opinion of the Surveyors in the United States, these undulations had become serious on arrival at Manchester. Therefore the Owners would appear to have a legitimate claim on the Underwriters on the basis of the later heavy weather.

Mr. French mentions, incidentally, that he was told by Mr. White that another bilge plate was found cracked when the vessel was drydocked at Genoa. This was non-existent when the vessel was surveyed in America.

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At the end of Paragraph 8 the Master declares "that when unloaded, that is, at the arrival at New York, the undulations were not visible".

Mr. Richardson, one of the Society's Surveyors, states, however, that he noticed some slight signs of waving of the deck, but considered them of no importance, for the following reason:-

The slightly buckled deck plating was observed by him (Mr. Richardson) but in his opinion was not of recent origin, as the deck angles showed no evidence of fracture, and the deck plating no evidence of starting in way of the seams and rivets. Mr. Richardson points out that this vessel is 28 years old, and that the slight buckling could be the natural result of wear and tear. In his experience he has, on several occasions, seen similar buckling increase and almost disappear owing to the different conditions of the vessel being loaded and light, and as no claim for damage for buckling was made either by the Master or the Owners' Surveyor, he did not consider it of sufficient importance to mention in his survey report to the Committee.

I need hardly assure you that the Committee sincerely regret that any difference of opinion has arisen regarding this vessel, but it is evident from the correspondence that it was clearly understood between the English

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speaking individuals present at the survey that no claim was being made for the wavy deck plating at that time. The Surveyors state emphatically that they signed their certificates in good faith, believing that Mr. Silleman was acting as the representative of the Owners, in which capacity he signed the documents.

I hope that the foregoing explanation will make the position of the Society's Surveyors in the matter quite clear to you, and that it may be of assistance to you in arriving at a satisfactory settlement with your Underwriters.

I am, Dear Sir,

Yours faithfully,

Secretary.

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