1. Damaged cargo, request to replace

This is to inform you that today, on…1992 during loading of cargo of white mineral oil under B/L 11 into Hold 3 damage was caused to 6 barrels of white mineral oil due to negligent work of the crane operator who struck the pallet with the barrels against the coaming of the hatch square while lowering the draft into the hold. The barrels are badly dented and leaking. I kindly ask you to replace the damaged barrels before completion of loading.
1. Damaged cargo rejected

This is to inform you that today, on...1992 during loading of cargo of white mineral oil under B/L 11 into Hold 3 damage was caused to 6 barrels of white mineral oil due to negligent work of the crane operator. The barrels are badly dented and leaking. Before break for lunch my Cargo Officer asked you to replace the defective barrels. Nevertheless this has not been done and the defective barrels are still in Hold 3.
I kindly ask you to remove the aforesaid barrels to shore before completion of work today as I refuse to accept them for transportation.
3. Damaged cargo statement

STATEMENT

We, the undersigned, Juan Macomba, Chief Stevedore for the ‘Perry Mason Stevedoring Co.’, and Peter Voron, the Cargo Officer of the m/v ‘Khudozhnik’ hereby wish to state that while discharging the cargo of grain from Hold No 4 Port & Starb. D.T. of the m/v ‘Khudozhnik’ some wet damaged cargo was found on the bottom of the D.T., about 30 – 40 tons, packed and stuck to the bottom.

The quantity and quality of the wet damaged grain will be stated after the completion of discharging.

Signed in the Port of Mantanzas, Cuba, on the 14th of July, 1992.

Juan Macomba
Chief Stevedore

Peter Voron
Cargo Officer
4. Damage to cargo by fire while loading

This is to bring to your notice that on the 13\textsuperscript{th} of November in the course of loading liquid bulk containers with benzol on deck of Hold 7 of my vessel, a fire broke out at about 14.00 hrs., causing damage to one container.

The fire was undoubtedly caused by your stevedores’ smoking, though they had been repeatedly warned not to smoke during loading.

I request that the damaged cargo be discharged and replaced at your earliest convenience, so that the vessel may leave without delay.
5. Claim for bad stowage rejected

Referring to your telex of July 14, 1992 regarding damage to the shipment of machinery in crates delivered to you under B/L 81 on voyage 2/92 please be advised of the following.

The damage to the cargo was first noticed by the Cargo Officer on June 17, at about 10.00 when he was making daily rounds inspecting lashing of the cargo in the Holds. He found some of the braces securing the crates gone, and the wire, with which they had been lashed, broken. Immediate additional lashing of the crates was impossible, owing to heavy rolling and pitching of the vessel. Any work in the hold would have endangered lives of the crew. Neither it was possible at the time to evaluate the scope of damage. The fact and extent of damage was ascertained by a P&I surveyor immediately upon the ship’s arrival in Montreal.

I can’t agree with you that the damage was caused by improper stowage or lack of due care on the part of the ship’s crew, as you can see from the enclosed documents, the stowage had been approved by an official cargo surveyor at the port of loading and the security of lashing was regularly checked by the ship’s crew on passage to the port of destination. As soon as it became possible, we made additional lashing in order to prevent further damage. So, in my view, the crew has done everything that can be reasonably expected to safeguard the cargo and the damage occurred due to the exceptionally severe storm with which the ship met on that voyage.

In view of the above, I reject your claim as groundless.
6. Improper lashing of deck containers

I regret to inform you that lashing of cargo by the stevedores at our two last calls at your port was carried out negligently. The bridge fittings and lashing rods were not properly tightened and mostly only assembled together owing to which the crew had to tighten up the lashing on both occasions. Usually the dockers leave the vessel on completion of cargo operations leaving the lashing equipment lying about everywhere and without approval of the ship’s Cargo Officer.

In view of the above I kindly ask you to take action and instruct the stevedores to report completion of their work to the ship’s Cargo Officer and not to leave without his approval which should be formally witnessed by his signature. Otherwise, the ship will not leave the port until the cargo is properly lashed and secured. In this Case we shall hold the stevedoring company fully responsible for all extra expenses and losses caused by such a delay of the ship.
7. Container dropped during unloading

This is to inform you that today, on July 14, 1992 during the morning shift due to negligence and incompetence of the crane operator working on Hatch 1 container Su 7171345 was dropped when it was being lifted and fell into the quay. As a result of the fall the container and its contents were damaged.

As the stevedoring Company refuse to reimburse the damages in full on the grounds that according to the Stevedoring Contract they have the right to limitation of liability, we kindly ask you to arrange an independent survey of the damage for tomorrow morning and invite a good lawyer specializing in cargo claims for consultations on the matter.
8. Boxes with cargo broken due to negligent slinging

This is to inform you that today, on the 14th of July during the morning shift, while discharging the cargo of tea from my vessel, due to careless handling of cargo and improper slinging 5 boxes were dropped from the sling and were totally broken.
I advise you hereby that I shall bear no responsibility for any claims in connection with the above-mentioned damage caused to the goods in the course of such inefficient discharging. At the same time I hold the stevedoring company, Messrs… responsible for the damage caused and for all the consequences which may arise therefore, of which I kindly request you to advise the said Stevedoring Company, port Authorities, and all concerned.
9. Damage to container

This is to inform you that today, on the 14th of July during the morning shift, while discharging the cargo from my vessel, due to rough handling of the containers and/or inefficiency of the stevedores discharging the vessel, one container was struck against the coamings of Hatch 4. As a result of this, the container was dented, and due to the impact, the cargo inside the container sustained considerable damage. An appropriate Statement of Facts showing details of damage and signed by the Foreman of the Stevedoring Company is enclosed herewith. Please note that we shall reject any possible claims for this damage as under the terms of the stevedoring Agreement the stevedoring company undertakes to refund damages. I am writing on this subject to the said Stevedoring Company too.
10. bags torn by hooks due to improper slinging

This is to inform you that today, on the 14th of July 1992, during the morning shift, while discharging the cargo of rice from my vessel, due to inadmissible use of hooks 6 bags of rice were badly torn and considerable leakage and loss ensued.

I advise you hereby that I shall bear no responsibility for any claims in connection with the above mentioned damage caused to the goods in the course of such inefficient discharging. At the same time I hold the stevedoring company, Messrs… responsible for the damage caused and for all the consequences which may arise there from, of which I kindly request you to advise the said Stevedoring Company, port authorities, and all concerned.
11. Pilferage: statement of facts

STATEMENT OF FACTS

We, the Undersigned, Paul Hook Van Holland, Chief Stevedore for Vaalhaffn Stevedoring Co. and V.A. Borisking, Cargo Officer of the m/v 'Khudozhnik' do hereby certify that on examining the box marked ‘Rosexport 3472/92’ shipped on board the m/v ‘Khudozhnik’ under the B/L 23 and consigned to ‘Genex Co’, Rotterdam stowed in Hold 1 of the above vessel we found the box broken and 100 wrist watches missing.

Signed in the Port of Rotterdam, Netherlands, on the 14th of July, 1992.

Chief Stevedore (P.H. Van Holland)

Cargo Officer (V.A. Boriskin)
12. Pilferage: request to investigate

I regret to inform you that today, at 1.20 p.m., while the stevedores were out for lunch break, a Watch Sailor making an inspection round in Hold No. 1 found a box with the cargo of wrist watches the packing of which had been broken.

The Watch Officer to whom this fact was reported immediately called in the Chief Stevedore. On inspecting the contents of that box they found shortage of 100 pieces of watches. An appropriate statement of facts has been drawn up; a copy of this statement is enclosed herewith & as before the commencement of discharging the contents of all the holds had been inspected by a Cargo. Surveyor and the goods had been found to be in proper condition and the packing to be intact, it is evidently a case of pilferage by the stevedores working in that hold.

In view of the above, I have to request you to investigate this matter.
13. Container seal broken, cargo stolen

This is to inform you that today, on June 17th, 1992 at 10.00 my Second Mate inspecting the cargo in Hold 3 found that container No SU/MMF 123121354 under B/L 5 had been broached and part of the cargo of woollen shawls was missing. It is evidently a case of pilferage by the stevedores working in the hold, as prior to commencement of discharging cargo survey had been carried out and all the seals on the containers had been found intact.

A copy of the survey report is enclosed herewith. On my orders the container has been detained on board for a damage survey and re-tallying the cargo,

I kindly ask you to invite an independent surveyor for drawing up the report. I give you a formal notice hereby that I hold you fully responsible for all losses arising there from and ask you to take necessary action.
14. Cargo mixed and damaged while discharging

I would like to draw your attention to inefficient and incompetent discharge of the cargo of deals and boards from my ship by the stevedores of ‘Haram Stevedoring Co’. During discharge of the cargo of a sawn timber from Holds 1 and 2 to today and yesterday the stevedores broke two bundles of boards while discharging them into lighters and part of the cargo fell overboard into the dirty water. Besides, part of the cargo was chafed by the steel wire sling used by the stevedores. Inspire my repeated requests, the foreman has not replaced it with a ling of natural or synthetic fibre. The lots of the cargo had been properly marked, as shown in the stowage plan, but while collecting boards from the broken bundles the stevedores mixed them with boards bearing different marks and numbers.

In view of the above, I warn you that I will hold the above stevedoring company responsible for all the damage and will not accept any claims for short shipment or mixed cargo after the cargo is discharged from the sip. Please advice the consignees and all concerned.
15. Cargo mixed during loading

This is to inform you that many of the pipes loaded into my vessel under B/Ls 21-26 consigned to ‘Promsyrioimport’ are rusted and their ends are not covered with plastic caps.

Pipes of different diameters and marks are mixed in the barge from which they are loaded into the ship’s holds.
I give you a (formal) warning hereby that I shall have to make appropriate remarks in the Bills of Loading and that the ship will not take responsibility for sorting the pipes at the port of discharge.
16. Broken cases: request for repair

This is to inform you that today, on September 11, 1992, during loading part cargo of automobile spare parts in boxes consigned to Messrs. ‘Ant’, Moscow, under B/L 34, into Hold 3 some damage was caused to 6 boxes, when the crane operator struck the pallet with the boxes against the coaming of the hatch square, while lowering the draft into Hold 3. The boxes have broken planks on one side and require repair.

The damage caused to the contents and packing is described in detail in the Damage Survey Report made up by the Surveyor, invited after the incident. A copy of the report will be sent to you through my agent, as soon as it is received.

I hold you responsible for the damage and all consequences hereof, and kindly ask you to have the damaged boxes repaired before completion of loading.
17. Repacking of cargo required

Please note that the covers of the packed steel sheets loaded into No 2 lower hold aft part are rusted and most of the bands broken. The Mate’s receipt for this particular lot will be clause accordingly. The cover of steel package No 120 is very badly damaged and the contents exposed.

Kindly have the cover renewed and inform the authorities concerned.
18. Coils of steel wire badly packed

I consider it my duty to advise you in good time of the fact that the steel wire delivered for loading and addressed to Messrs.’…..’ is poorly wrapped. The present wrapping consists of only one layer of burlap, which cannot protect the wire from possible sweating. In the previous voyage the consignees refused to accept part of the cargo owing to surface rust on the wire.

Kindly take urgent measures to secure proper wrapping of the above shipment, otherwise I will be obliged to make a remark in the B/L about insufficiency of wrapping.
19. Packing soiled/stained

This is to inform you that today, on September 11, 1992, after discharging of the part cargo of gunny bales from Hold 3 had begun, my Cargo Officer found 8 bales in the top layer of the bales in No 31 lower hold badly stained. The damage was caused by the stevedores ‘walking on top of the gunny bales in dirty shoes during discharging operations.

I kindly ask you to take necessary action to prevent further damage to the cargo. Please note that the ship will not be responsible for any damage caused by the stevedores.
20. Failure to provide full load

This is to inform you that according to our computation based on the measurements of the ship’s draught before and after loading the cargo of cottonseed expellers into Holds 1, 2, 4, and 5 under charter Party dated Jan. 7, 1991, the weight of the above cargo is only 1.600 m/t, and not 1.750 as per the above Charter Party.
As the time allowed for loading expires at 16.00 tomorrow, please let me know, if you wish to complete the cargo. If not, I will hold you responsible for dead freight on 150 metric tons which, according to the terms of the Charter Party, at the rate of $ U.S. 50 per metric ton, is $ U.S. 650, and kindly ask you to pay the above sum before the ship’s departure.
21. Claim for demurrage money

This is to inform you that due to your failure to provide the cargo of linseed expellers for my vessel as fast as she could receive, as per C/P dated 03.01.01, lay time allowed for loading expired at 08.00 hours local time March 8, 1991. From that time till completion of loading, that is, 15.00 hours local time, today, March 10, 1991 the vessel was on demurrage of which you had been duly warned in advance by my letter of March 3, 1991. So, the time of the vessel on demurrage is 2 days and 6 hours 30 minutes, which at the rate of 500 U.S. Dollars per 1 hour of demurrage as per the C/P makes the total of 10,750 U.S. Dollars.

I hold your responsible for the above sum and kindly ask you to pay it before our departure.
22. Demurrage, full cargo not supplied

This is to bring to your notice that the lay days for loading my vessel expired yesterday, on the 11th of April, 1991. As up to date you have not supplied full cargo of 5000 m/t of maize to my vessel, as per Charter Party of Jan. 24, 1991, I hereby request you to let me know whether you intend to load any more cargo at all.

Please note that, in accordance with the Charter Party terms, under these circumstances you will be held liable for the demurrage, dead freight, and damages incurred through your not supplying full cargo.
23. Discrepancy in calculation of demurrage

I have received all the documents in relation to the calculations of lay time and demurrage of my vessel in your port. I deem it my duty to contend that the amount of demurrage offered by you is much less than that claimed for by my Owners. Enclosed please find copies of our demurrage calculations.
24. Verification before departure demanded

This is to inform you that, according to our calculation based on measurements of the ship’s load lines made before and after loading, the cargo of cottonseed expellers loaded into Holds 1, 2, and 4 under B/L 12 is only 4600 metric tons, while you claim that the total amount of the cotton seed expellers under this B/L is 4750 metric tons.

Fearing claims for short shipment, and acting under Clause 11, Part(e) of the Charter Party of June 17, 1992, I formally request to have the weight verified, which under Part (b) of the same Clause will be for your account. For this purpose I kindly ask you to invite urgently an independent cargo surveyor for verification of the weight of the cargo to be held immediately after completion of loading tomorrow.
25. Signing Bill of Loading under protest

This is to inform you that according to measurements of the ship’s load lines before and after loading, the cargo of coal loaded into Holds 2 and 4 Under B/L 12 and 13 is only 4600 m/t, and not 4750 m/t as indicated in your documents.

Since you contest the fact and insist on issuing clean B/L, I declare hereby that I am signing the above B/Ls 12 and 13 under protest, and that I will hold you responsible for short shipment in case of a claim by Receivers.

Please acknowledge receipt of this letter by signing and returning on copy of same.
26. Slow loading, lay time expiring

This is to inform you that loading 4750 m/t of part cargo of cottonseed expellers into Holds 1, 2, and 4 of the m/v ‘Khuduzhnik’ is being carried out exceedingly slow, and that only 500 m/t have been loaded up to now. I have to remind you that taking into consideration 5 days allowed for loading by the C/P of Jan. 3, 1991 in 3 days, that is, from 08.00 local, May 3, 1991 the vessel will be on demurrage. I kindly ask you to speed up loading.
27. Slow loading, request to speed up work

I should like to draw your attention to the fact that loading of the pipes under B/Ls 1-20 consigned to ‘Promsyrioimport’ is being carried out slowly. Only 950 m/t, instead of 1600, were loaded during the first day. Considering 5 days allowed by the Charter Party for loading, the ship will be on demurrage 4 days.
I kindly ask you to take necessary action to speed up loading, and if necessary, to use an extra crane and detail an extra gang for simultaneous loading into two holds.
28. Slow discharge, request to speed up work

I wish to bring to your attention the fact that the rate at which the cargo is being discharged is very slow and my vessel is already on demurrage, taking into consideration five days reversible for loading and discharging. Please make necessary arrangements for quicker discharge and inform all those concerned of the above. I shall be obliged if you will sign and return the attached copy of this letter in acknowledgement of its receipt.
29. Slow loading, demurrage, dead freight

I would like to remind you that the lay days for loading my vessel Expired yesterday, on March 12, 1992. And now the vessel is on demurrage.

As up to date you have not supplied the full cargo of 5000 m/t of pipes to my vessel, as per Charter Party dated January 24, 1992, I hereby request you to let me know whether you intend to load any more cargo at all. Please note that in accordance with the Charter Party terms under these circumstances you will be held liable for demurrage and dead freight to be paid in cash before the ship’s departure.

Please acknowledge receipt of this letter by signing and returning one copy of same.
30. Slow discharge, lay time expiring

This is to inform you that discharge of 1750 m/t of part cargo of cottonseed expellers from Holds 1, 2 and 4 of the m/v Khudozhinik is being carried out exceedingly slow, and that only 500 m/t have been discharged up to now. I have to remind you that taking into consideration 5 days allowed for loading by the C/P of Jan. 3, 1991 the vessel will be on demurrage. I kindly ask you to speed up discharging and inform the Receivers and all concerned.
31. Lay time expiring, ship waiting for berth

This is to advise you that, as scheduled, my vessel arrived at the outer roads of your port at 05.00 L.T. on June 24, 1992. The Port Authorities, however, let me know that there was no berth available in the port, and they recommended me, therefore, to anchor. At present, the vessel is still lying at anchor waiting for berth.

I wish to remind you of the fact that, according to the Charter Party, ‘time wasted in waiting for berth is counted as loading or discharging time, as the case may be’. So, lay time commenced to count, as provided by the Charter Party, from 1.00 p.m. June 24, 1992 and after 2 days the ship will be on demurrage.

Please inform all concerned and take necessary action.
32. Dead freight not paid

This is to inform you that, according to our computation based on the measurements of the ship’s draught taken before and after loading, the cargo of cottonseed expellers into Holds, 1, 2, 4 and 5 under Charter Party dated Jan.7, 1991, the weight of the above cargo is only 4.600 m/t, and not 4.750 as per the above Charter Party. Therefore, I hold you responsible for dead freight on 150 m/t which, according to the terms of the Charter Party, at the rate of $ U.S. 225 and kindly ask you to pay the above sum before the ship’s departure.
33. Freight not paid in full

As provided in the C/P the goods were to be delivered to you against payment of $ 25,000.00, representing the amount of freight to be collected on delivery of the goods. In compliance with your request we began unloading yesterday at 08.00 a.m. on the understanding that the money in question would be paid in today by 10.00 a.m. to our Agents here.

Today, at 12.00 a.m., I was informed by our Agents, Messrs. ‘Rice Unruh’ that the money hat not been paid as yet. Under the circumstances I had to stop unloading and to detain a sufficient portion of goods until the said freight is paid in full, of which please take due note.

I give you a formal warning hereby that if the money is not paid today, by 16.00 at the latest, I will exercise my right of lien to cover my losses and expenses, including delay of the ship and storage of the goods subject to lien.
34. Cargo in dispute/difference of tallies

This is to inform you that, according to the sip’s tally, the part cargo of canned meat in boxes loaded into Holds 2 and 4 under B/L 12 and 13 is only 16000 boxes and not 16150, as indicated in your documents.

Since you contest the fact, refusing to complete the cargo, and insist on issuing clean B/L, I declare hereby that I am protesting against Your refusal, and that I am signing the above B/Ls 12 and 13 under protest, and that I will hold you responsible for short shipment in case of a claim by Receivers.

Please acknowledge receipt of this letter by signing and returning one copy of same.
Further to our telephone conversation of June 24, 1992 regarding wetness damage to the cargo of 150 tons of coffee consigned to you under B/L 21. Please be advised that in compliance with article 35 of the Regulations for transporting coffee and also taking into account peculiarities of a voyage between the tropics and North European ports, during which a heavy fall of temperature and intensive seat formation may be expected, we made all proper arrangements to protect the cargo. The upper tier of the sacks was covered with plastic foil fully preventing penetration of moisture from outside. The sacks were stowed at about 15 cm from the ship’s bulkheads and sides to ensure free circulation of air and to avoid contact with wet parts. The holds were regularly ventilated throughout the voyage. But, crossing the Atlantic, we met a very bad storm. Owing to continuous hogging stress of the hull, the nuts of the bolts securing a flange coupling of two water pipes inside the hold were torn away, and the flange became loose, which resulted in considerable leakage of water on the bottom of the hold, and, consequently, some wetness damage to you’re cargo. I stated all these facts, together with the precaution taken by the ship’s crew to safeguard the cargo and the ship, in the Sea Protest declared by me yesterday, upon the ship’s arrival in port.

Regretting the damage, I should like to point out, however, that in my opinion, the ship’s crew has done all they could under the circumstances, but the vessel cannot be held liable for damage caused by an Act of God.
STATEMENT OF SEA PROTEST

I, ......., Master of the m/v ‘Khudozhnik’, international call sign UUTN, registered at the Port of St. Petersburg, and sailing under the flag of the Russian Federation, Gross Tonnage – 15,306 tons, Net Tonnage – 8,092 tons, loaded in Mombasa 4,000 tons of general cargo and completed loading in Dar-Es-Salam with 4,000 tons of general cargo on the 27th June, 1991, and sailed from the above said port for Montreal, Canada on the 27th of June, 1991 with 8,000 tons of general cargo, the vessel being then tight, staunch and strong, well manned, victual led and sound, and in every respect fit to perform the said intended voyage.

During the said voyage, when crossing Atlantic Ocean, on 9th, 10th, 11th of July, 1991 the ship encountered very heavy weather with South-West by West and South-West winds of full gale force, reaching Force 10 at times, rain and swell up to 8 metres.

The vessel was pitching, rolling and labouring heavily, shipping very heavy water fore and aft, the hatches being continually sprayed overall by the sea water and washed by heavy continuous showers during the said period.

During the said crossing air temperature varied from +30 C to +6 C. The crew of the vessel has taken all possible measures for safeguarding the ship and the cargo: all the cargo in each port of loading was properly lashed and secured under supervision of official cargo surveyors, the lashing of the cargo was regularly checked by the crew during the whole voyage. The upper tier of the sacks with coffee was covered with plastic foil fully preventing penetration of moisture from outside.

The sacks were stowed at about 15 cm from the ship’s bulkheads and sides to ensure free circulation of air and to avoid contact with wet parts. Before sailing from the last port of loading – Dar-Es-Salam, the holds were sealed with hatch cover sealing tape ‘Ramnek’ and regularly ventilated throughout the voyage.

Nevertheless, fearing damage to the cargo through the above said heavy weather and sweating on the metal surfaces, I declare this sea protest against all possible damage and claims, reserving the right to extend it at a place and time convenient.

Master

Witnesses:
Names: Cargo Mate, Second Eng., Able Seaman
37. Damage by wetting:
Extracts from the ship’s log book

EXTRACTS FROM THE LOG BOOK No.77
Of the m/v ‘Khudozshnik’

09.07 0400… The ship pitching, rolling heavily from the sea swell and waves from South-West by West up to 3-4 meters. Deck cargo and hatches sprayed by seawater overall.

09.07 0800… Ship pitching heavily from the sea swell and waves from West-South-West up to 8 meters. Deck cargo and hatches sprayed by seawater overall.

10.07 2400… Ship pitching……same.

11.07 0800… Ship pitching heavily from swell up to 5 meters. Deck cargo and hatches sprayed by seawater overall. Ship’s hull slammed by sea waves and suffering vibration. Lashing of cargo checked.
The Ship is following optimal course at small angles to the Swell to decrease the slamming of the hull by sea waves.

11.07 2400… Ship continually washed by heavy showers. Rain water washing deck cargo and hatches.

Air temperatures:
Dates…Temperatures

Master of the m/v ‘Khudozshnik’
38. Scratch damage to cars

In reply to your claim concerning scratch damage to the consignment of cars delivered to you under B/Ls 21-121 at our previous call in Montreal on September 11, 1992 I wish to advise you that loading and securing of the consignment in the ship’s holds and her deck were carried out in full compliance with existing regulations for transportation of automobiles. Before commencement of loading the shippers’ surveyor was called on board. He inspected the cargo compartments and drew up a report stating that the vessel was fit for transporting automobiles and met all requirement of the said regulation, he also supervised loading and inspected cargo after loading, and, as you may see from his report attached herewith, found no fault with the securing and no damage of the said automobiles.
As 20 cars of this consignment for which we found no place in ship’s holds were shipped on deck, while signing the B/Ls covering this transport, I made a remark ‘Shipped on deck at Shipper’s risk, Owner not responsible for slight scratch damage to uncreated cars’, which, as I understand, relieves the Carrier of liability for scratch damage and a few small dents found on 12 cars from those shipped on deck.
STATEMENT OF SEA PROTEST

I, ……, Master of M/v ‘Khudozhnik’, registered at Port of St. Petersburg, and sailing under flag of Russia, GRT – 15306 Tons, loaded in Liverpool, Rotterdam, Bremer haven, completed loading in Bremer haven on 7th of July 1991, and sailed from above said port for Montreal on 7th of July, 1991 with 0631 tons of general cargo in 556 containers destined for Montreal, the vessel being then tight, staunch and strong, well manned, victual led and sound, and in very respect fit to perform the said intended voyage.

During the crossing of the Atlantic Ocean on the 9th, 10th, 11th of July, 1991 the ship encountered very heavy weather with South-West and South-West by West of full gale force and swell up to 3-5 metres.

The vessel was pitching, the hatches, deck cargo and reefer containers’ refrigeration installations being continually sprayed overall by the sea water and washed by heavy continuous showers during the said period. During the said crossing air temperature varied from +30 C to +6 C.

The crew has taken all possible measures for safeguarding the ship and cargo: all the cargo in each port of loading was properly lashed and secured under supervision of official cargo surveyors, the lashing of cargo and normal operation of the reefer containers’ refrigerating installations were regularly checked by the crew during whole voyage.

Ship followed the optimal course at small angles to the wind and the sea to avoid slamming, strong vibration of the hull and spraying the deck cargo and hatches, and berthed at Berth 78 in their Port of Montreal on 16th of July, 1991.

Nevertheless, fearing damage to cargo through above said heavy weather and seating of metal surfaces, I declare this sea protest against all possible claims, reserving the right to extend it at a place and time convenient.

Master of M/v.

Witnesses:
Names..
Extracts from the ship’s log book

EXTRACTS FROM LOG BOOK No.77
Of the m/v ‘Khudozhanik’ p. 172

09.07 0400… Ship pitching heavily from the sea swell and waves from…up to…meters. Deck cargo and hatches sprayed by seawater overall.

11.07 0800… The ship pitching heavily from swell up to 5 meters. Deck cargo, hatches, and reefer containers’ sprayed by Seawater overall. The ship’s hull slammed by sea waves And suffering vibration. Lashing of the deck cargo checked. Ship following optima course at small angles to the swell to Decrease slamming of the hull by sea waves.

The air temperature:
Date….Temperature

Master of the m/v ‘Khudozhanik’
41. Damage to cargo in containers

Referring to your telex of July 14, 1992 addressed to our agent, regarding damage to 2 containers with electronic equipment, delivered to you by my vessel under B/Ls 81 and 82 on voyage 2/92 please be advised of the following,

The above containers, as well as all the other cargo, were loaded and discharged under supervision of my Cargo Mate, an experienced Officer, who made no mention to me of any rough handling of the containers by the stevedores. Our stowage plan and the stowage was approved by the Cargo Surveyor. So, there is no question of improper stowage or damage during loading or discharge. The breakage of the goods inside the containers could have been caused either before, or after shipment, or the cargo was stowed into the containers in damaged condition.

Moreover, as you can see from my remark on the B/Ls, following the usual practice in container transport, when the goods are received in an sealed container the quantity and condition of the cargo were accepted as unknown to the Carrier. Which, as your lawyer, no doubt, will tell you, relieves the Carrier of liability.
42. Damage due to insufficient inside packing

Referring to your telex of July 14, 1992 addressed to our agent, regarding damage to 2 boxes of glassware delivered to you by my vessel under B/Ls 81 and 82 on voyage 2/92 please be advised of the following.

As usual, at the port of loading the cargo was loaded under supervision of an official port cargo surveyor and my Cargo Officer. Neither of them made any mention to me of any rough handling of the cargo by the stevedores. Our stowage plan and the stowage was approved by the Cargo Surveyor.

Moreover, the cargo Surveyor in the port of discharge made no remarks about damage to the cases: they were apparently in good order when they were discharged from the vessel.
On the voyage, on March 18 and 19 of this year, when the vessel was in the North Atlantic, she was caught by a violent storm of force 10 and seas of about 30 feet high. The ship suffered rolling and pitching and slamming of the sea waves for 2 days. So, fearing damage I lodged a Sea Protest on arrival at the port of discharge, in which I stated all the above facts, as well as the measures taken by the crew to safeguard the ship and her cargo.
Please find enclosed a copy of this protest together with extracts from ship’s log book.
As there had been no shifting of the cargo in the holds during storm, I think that the damage resulted not from incorrect or negligent stowage, but occurred due to insufficient inside packing, for which the ship cannot be held responsible.
43. Damage to cargo: 
time limit of liability

Referring to your telex of July 14, 1992 regarding damage by wetting to the part 
cargo of 2000 metric tons of wheat shipped to you by my vessel under B/L 81 
on voyage 2/92, please be advised of the following.
Subject to article 15 of the Contract of Carriage claims as to quality and quantity 
of the cargo delivered must be made not later than its discharge has been 
completed. Moreover, the Consignee is allowed five extra days far giving a 
written notice, if, due to certain causes, it appeared impossible to find existing 
defects,. However, all terms allowed for such claims expired yesterday, and 
therefore I am discharged of any liability regarding the cargo accepted by you.
44. Damage to cargo by fire

Referring to your telex of July 14, 1992 addressed to our agent, regarding damage by fire to part cargo of textiles shipped to you in 1 container by my vessel under 8/L 81 on voyage 2/92 please be advised of the following.

The fire started in Hold 3 due to self ignition of the cargo of mineral oil. The fire was successfully put out, but the ship and cargo sustained some damage. Your claim for damages and refusal to pay your share in the general average is based, as I understand, on the results of the survey after the ship’s berthing, when your representative found several smoked cigarette ends in Hold 3, where the fire had started. You interpret this as an evidence of the crew smoking in the holds – a clear negligence of the Carrier’s servants.

I should like to point out, however, that this is very difficult to prove: the cigarettes could have been smoked by stevedores in any of the ports before Philadelphia.

Moreover, my lawyer tells me that according to British law, and the Hague Rules, the Carrier is liable for damage by fire, only if his own act, or direction, or those of the ship’s officers were the cause of the fire, and he is not answerable for omissions or negligence of the crew. So, legally your claim is groundless in any case.

Understanding your feelings, I, however, suggest that you review your stand on the matter, and drop your claim.
45. Shortage of bulk cargo on delivery

Referring to your claim for shortage of 150 tons of linseed expeller in the
shipment of 2,500 tons delivered to you by my vessel under B/L 81 on voyage
2/92 please be advised of the following.
According to measurements of the ship’s load lines before and after loading, the
cargo loaded into Holds 2 and 4 under the above B/L weighed only 2,350 metric
tons, and not 2,500 m./t as indicated in B/L.
Since the Shipper contested the fact, and insisted on issuing a clean B/L, I
warned him in writing that I was signing the above B/L and I cannot be held
responsible for this case of short shipment which in my opinion is entirely the
fault of the Shipper.

Moreover, as the fact of short shipment of 150 tons is proved by the surveyor’s
report upon discharge of the cargo, my Owners are going to make a claim to the
Shipper for dead freight.
46. Shipper’s demand for clean Bills of Lading

This is to inform you that according to measurements of the ships’ draught before and after loading, the cargo of coal loaded into Holds 2 and 4 under B/L 12 and 13 is only 1600 metric tons, and not 1750 metric tons as indicated in your documents.

Since you contest the fact and insist on issuing clean B/L, I declare hereby that I am signing the above B/Ls 12 and 13 under protest, and that I will hold you responsible for short shipment and dead freight in case of a claim by Receivers.

Please acknowledge receipt of this letter by signing and returning on copy of same.
47. Shifting impossible:
ship immobilized for engine repair

With reference to your order to shift our vessel from Berth A – 1 North to Berth A – 3 North today at 19.00 which was delivered to me at 10.00 hrs. today, please note that my vessel will not be able to carry out your order, since the vessel is immobilized as per prior permission for overhaul of the main engine.

Acting on the promise of the Appledore Co. whose repair team is replacing a cylinder line of our main engine, in my request for permission to immobilize the vessel I indicated that the ship would be immobilized until 16.00 today. Unfortunately, the work has not been completed, and according to the repair team, will require another 12 hours for reassembling of the faulty cylinder and testing the engine.

I kindly ask you to cancel your shifting order and to let us complete the repair at the present berth.
48. Shifting order contrary to customs

With reference to your order to shift our vessel from Berth A-1 North to Berth A-3 North today at 19.00 which was delivered to me at 10.00 hrs. today, I consulted our Agent, Mr. John Philips. He told me that according to the port’s customs, any ship engaged in line service staying in the port less than a week cannot be shifted more than once.

As this would be the second shifting in 6 days, I consider this to be a case of clear discrimination of my vessel, and ask you to cancel your order.
49. Shifting order contrary to Charter Party

This morning at 10.00 I received the Harbour Master’s order to shift our vessel from Berth A-1 North to Berth A-3 North today at 19.00. I should like to point out that according to the Charter Party of June 24, 1992 the cargo in the port of loading is to be loaded at one berth.

As shifting would certainly cause a delay in cargo operations and extra expenses, I kindly ask you to inform the Charterer’s about the above, and that according to the above charter Party the cost of this shifting will be for their account.
50. Delay in shifting

As you know my vessel was to be shifted about 150 feet ahead this morning at 06.00 hours. I specially asked shifting to be arranged for that time, so as not to cause unnecessary delay of cargo operations.

The vessel was all ready to shift at 06.00 hrs. sharp whereas the shore mooring crew were not present and came only at 07.00 hours. This resulted in one hours’ delay in discharging the cargo.
I hold the port authorities fully responsible for the delay. Kindly inform the authorities concerned.
51. Detention of vessel

Please inform the Harbour Master and all concerned that I positively protest against detention of my ship in connection with the investigation of the oil slick found alongside my vessel this morning. As I have already told the Port Safety Inspector, Mr. J. Blackboot, who has been charged with the investigation, we cannot wait till 11.00 a.m. tomorrow, when the results of the analyses will be ready. We are completing cargo operations today by 16.00 and our departure has been arranged for 19.00.

Moreover, I think detention is absolutely unnecessary, as I can leave a bank guarantee for the sum of the fine.

Please take all necessary measures to have my ship immediately released from detainment.
52. Delay in departure

Please be advised that since 15.30 hours of this date my vessel...has been in all respects ready for sea. Nevertheless I am still being held idle at the wharf without clearance due to the absence of two landing cards which were lost by members of my crew, though I reported this omission earlier in the afternoon. I should like to protest this action and to ask you to have my vessel cleared for immediate departure.
53. Damage to ship caused by stevedores

This is to inform you that today, on Sept. 11, 1992, at 11.30 Gang No 2 discharging the m/v ‘Khudoyhnik’ caused the following damage to the vessel:

1. railings of the winch isle on the starboard side near Hold No 3 – bent;
2. the ship’s railings on the starboard side near Hold No 3 – bent;

Kindly have this damage repaired before completion of the cargo operations. If, owing to the ship’s short stay, repair of the damage is impossible, we ask you to pay the cost of repairs according to an estimate by an independent surveyor. In this case kindly arrange a survey before completion of the cargo work and inform all concerned.
54. Damage to ship by a fallen weight

I regret to inform you that today, on the 11th of September, 1992, at 8.35 a.m., due to gross negligence of your stevedores discharging part cargo of machinery in crates from Hold 3, a crate with spares weighing 750 kilos fell from the sling, when it was being hoisted, causing extensive damage to the ship’s hull. To evaluate the scope of damage to the ship, I have invited the Lloyd’s surveyor of the port. I hold you responsible for the damage caused to the cargo and the ship and all the consequences there of, including possible delay of the vessel and all the expenses and losses arising there from.
55. Additional damage to ship, request for repair

further to our letter of Sept. 11, 1992 we should like to inform you that during the cargo operations the following additional damage has been caused to the vessel due to negligent work of the stevedores:

1. tweendeck hatch cover of Hold 3 – bent;
2. cargo cluster light in Hold 4 – crushed.

I hold you responsible for the above said damage and kindly ask you to have them repaired before the ship’s departure and also to speed up the repairs as per our letter of Sept. 11, 1992. If, due to short stay, it is impossible to carry out the repairs, I ask you to pay their cost according to an estimate of an independent surveyor whom I ask you kindly to invite urgently for drawing up a damage survey report.
56. Damage to ship caused by crane operator

This is to inform you that, on March 23, 1991 when discharging cargo of aluminium in bundles from Hold 3, Gang No.1, due to his own negligent work, the crane operator knocked down a stanchion and part of the railing on the starboard side in area of Hold 3. Kindly have this damage paired before the ship’s departure.
Today, on Dec. 11, 1991, your officer clearing us in accused us of absence on board the vessel of American navigation charts and publications for sailing the US waters and imposed on us a fine of 10,000 US Dollars.

In connection with the above I wish to comment as under:

1. Paragraph 164.33, Part 3 b of US CFR 33 permits the use of foreign navigation charts und publications, provided they are of sufficient scale, are corrected up to date and contain information similar to that contained in the appropriate American editions and which allows safe navigation in the area. I give you a formal notice hereby that the Russian navigation charts and publications used by the vessel fully correspond to the above requirements, in which regard you can satisfy yourself, if need be.

2. Foreseeing exactly such difficulties, 10 days ago, on Dec. 1, 1991, I ordered by radio through my agent a complete set of Coast Pilots, charts and tables of the Atlantic Coast of the USA to be delivered to me by the Pilot on our arrival at the Ambrose Pilot Station, which, for reasons unknown to me, was nevertheless not delivered (a copy of the cable is enclosed herewith).

In view of the above I kindly ask you to urgently reconsider the decision of your officer and to cancel the fine imposed on the vessel as unjustified.
58. Fine for excessive speed

This is to inform you that today, on the 31st of July, 1991, your officer, Mr. Dupont sited the ship in connection with an alleged damage to a private pleasure boat on our way up to your port from St. Lawrence Bay yesterday, on July 30, 1992. As a proof of the above he quoted a telex from Trois Riviere Coast Guards Branch Office, which says they received a complaint from local resident that our ship had allegedly caused damage to his pleasure boat moored to a private berth somewhere between Trois Riviera and Quebec. According to this resident, Mr. Joules Blas, we were proceeding at a speed of more than 14 knots, and raised a very powerful wake which struck his boat against the berth, causing considerable damage to the hull of same.

Your Officer informed me that the sum of the claim for this alleged damage to the above boat is $ Can 10,000. He also informed me that if the court finds us guilty, we shall also have to pay a fine for exceeding safe speed and damage to property.

I assure you that never on this run the way from Quebec to Montreal have exceeded speed of 10 knots, which can be easily verified by checking our speed recorder and questioning our pilot.

In view of the above I reject this claim as absolutely unjustified.
This is to inform you that today, on the 31\textsuperscript{st} of July, 1991, your Officer, Mr. Dupont visited the ship in connection with an alleged dumping of garbage into the harbour waters. He said that this morning he received a report from the Terminal Superintendent Capt. Rogers about garbage floating alongside the pier in the direction from Berth 76 where our vessel is lying at berth. After coming on board and finding some garbage floating alongside our seaside – at a distance of about 20 m from the ship’s side, he imposed a fine Us$ 25,000 for pollution of harbour waters.

I strongly protest against the decision of your Officer. In my opinion the evidence he has collected is not sufficient proof of my guilt: there are 4 other ships moored at Berths 77-80, and the waste might have been dumped from any of these vessels or vessels passing the place in either direction.

I assure you that none of my crew had dumped any of the ship’s waste over side. They know and observe the US Department of Agriculture regulations for disposal of waste: all food waste is kept in tightly closed drums or extra heavy plastic bags and while in port is disposed of in the prescribed manner through port facilities.

I kindly ask you to reconsider the decision of your Officer and cancel the fine as unjustified.
60. Fine for violation of customs regulations

This is to inform you that today, on the 31st of July, 1991, your Officer, Mr. Dupont telephoned me on board my vessel and informed that one of my crew, the ship’s turner, Victor Bokov, was caught by the port police this morning selling smuggled cigarettes to a local resident. Mr. Dupont informed me that they have a video tape recording this illegal transaction and 5 cartons of cigarettes confiscated as material evidence. He warned me that according to Canadian laws my turner will stand trial in a police court and may be sentenced to a fine of $ Can. 5,000, or 1 month in prison, or both. He offered me to pay a bail in the sum of of the fine and take the man on parole.

As I have repeatedly warned my crew against violation of Canadian customs regulations, I do not feel in any way responsible for his transgression and I refuse to pay the fin for the man.
This is to inform you that at 11.00 today, 27th inst. Your representative visited our vessel and accused us of an alleged spillage of oil and no reporting the above to the Port Authorities. On inspecting the vessel and the ship’s papers it was established that no oil pumping operations had been carried out after berthing, and that all the seals on the discharge valves were intact.

As to non-reporting the oil slick alongside our vessel, I would like to inform you that it was found at approximately 10.30 by the Watch Officer who tried to call you twice on VHF Channel 16 between 10.30 and 11.00, that is, just before the arrival of your representative but received no answer. It was duly recorded in the ship’s log book. Besides, I should like to draw your attention to the fact that no rules contain exact time limits for reporting oil pollution.

I explained all this to your Officer who, nevertheless, fined us U.S $ 10,000 for non-reporting and US $ 50,000 for oil pollution, the latter being suspended pending the results of the analyses of oil from the oil slick and the tanks of my vessel.

In view of the above, I kindly ask you to reconsider the decision of your representative and cancel the fine as unjustified.
62. Letter to the Harbour Master with a request to permit immobilization of the ship

In view of necessity for maintenance of the ship’s main engine, I kindly ask your permission to immobilize the ship for 6 hours from 12.00 to 18.00 L.T. today, May 24, 1991.
63. Letter to the ship’s agent with a request to get permission to immobilize the ship

I kindly request you to obtain permission from the Port Authorities for immobilization of our vessel for 2 days in connection with urgent overhauling of and repairs to the main engine. Please also request permission for turning the propeller shaft while at berth to test engine and let us know when permission is granted.
64. To arrange fumigation of the vessel

As you probably know, the Consignees have refused to take delivery of the cargo without its being fumigated. In view of the above, I kindly request you to make necessary arrangements for fumigating Holds Nos. 1, 3 & 5 in which the cargo is stowed and to inform me in due time of the arrangements made.
65. To order overtime and separation materials

As due to delays caused by rainy weather loading is not likely to be completed by 15.00 tomorrow, and according to our estimate will require 4 more hours, please make necessary arrangements with the stevedoring company for work to go on until all the cargo is loaded after 15.00 L.T., tomorrow, Sept. 1, 1992. Payment of overtime will be for the ship’s account.
Also, kindly supply me with dunnage and lashing materials as per attached list.
66. To order an extra gang of stevedores

Please make arrangements with the Stevedoring Company for working overtime from 5.00 p.m. till midnight on the 21st, 2nd and 23rd inst. To speed up loading. The overtime money is to be paid for our account, subject to our preliminary approval.
67. To order an extra gang for shifting containers
68. To arrange repair of containers
69. To trace a lost container
70. To release the detained vessel (to the Port Master)

As you must know, my vessel has been under arrest following the collision with the m/v ‘Osaka Maru’. On account of the above the vessel is unable to continue her voyage, and the Ship owners are suffering losses. Today I have received a telex from the Owners in which they express consent to refund damages sustained by the owners of the ‘Osaka Maru’ and authorize me to sign the appropriate documents. Kindly make urgent arrangements to release my vessel.
71. To employ tallymen for the ship’s account

In compliance with the established custom in your port I would kindly request you to employ for our account sworn tallymen of the local Company to take the ship’s tally.
72. To arrange survey of the cargo

Further to our Notice of Readiness we would ask you to arrange a joint survey of containers and checking their seals aboard our vessel ‘…’ before we start discharging.
79. Notice of readiness, warning about demurrage

Please take notice that my vessel ‘Viking’ is now lying alongside the Commercial Wharf a Berth No. 5, and is ready to discharge the cargo under Charter Party dated February 9, 1991.

The lay days according to the Charter Party are commencing this 15th of March and will expire on the 20th inst., after which time the vessel will be on demurrage.
80. Notice of readiness,
    the ship lying at outer roads

Please be advised that the subject vessel now lying at Sewells Point
Anchorage, Norfolk, Virginia, and having been passed by the National
Cargo Bureau and the Virginia Department of Agriculture Inspector as of
16.30, February 21, is in every respect ready as of 09.00 February 24, to
load a full cargo of wheat in accordance with all Terms, Conditions,
York.
81. Loading completed to satisfaction

Loading of the m/v ‘…’, has been done in full compliance with my pro forma cargo plan and I have received full and complete quantity of cargo, viz.: 1571 metric tons of Coal.

The draft of my vessel after loading complies with the navigation requirements during summer time, i.e. Fore: 5.55 m; Aft: 6.02 m; with allowance of 2.5 inches for the density of sea water.

The vessel is loaded to my entire satisfaction and quantity of cargo received to my computation. Trimming effected satisfactorily.
82. Loading completed, no more cargo required

This is to certify that loading of my ship ‘…’ commenced on the 23rd of November, 1991 at 08.00 a.m. was completed on the 29th of November, at 03.30 p.m.
The ship is fully loaded and no more cargo required.
Trimming effected satisfactory.
83. Laytime expiring, warning about demurrage

Further to my letter of the 16th inst., I herewith wish to inform you that the lay days for discharging the cargo under Charter Party dated February 9, 1991, have expired today and that my ship is now on demurrage for the payment of which you and all concerned will be held liable.
84. Demurrage expiring, warning about detention

I would like to remind you that the lay days for loading my vessel expired 3 days ago, on April 12, 1992, and now the vessel is on demurrage. As up to date you have not supplied the full cargo of pipes to my vessel, as per Charter Party dated, I hereby request you to let me know whether you intend to load any more cargo at all. Please note that in 2 days, at 08.00, on April 20, 1992, the 5 days allowed by Charter Party for demurrage will expire, and the ship will be on detention. In accordance with Charter Party terms under these circumstances you will be held liable for detention and dead freight to be paid in cash before the ship’s departure.
This is to confirm that on request of Port Master of Port Mobile the m/v ‘Khudozhnik’ line shifted 150 m forward from Berth A-3 North to Berth A-1 North on Nov. 19, 1992, using the ship’s engine and lines. If mooring gangs and port tugs had been used, at the port rates such shifting would have cost 1800 US Dollars, as it was carried out outside normal working hours (Friday, after 16.00). The above sum will be deducted from the ship’s disbursement account.
86. Statement: cargo operations completed w/out injury

STATEMENT

I, the undersigned, .................., Chief Stevedore for Page & Jones, Inc., certify herewith that to the best of my knowledge no personal injury has been caused to, and no accident involving company personnel has occurred during discharging and loading of the m/v ‘….’ In the port of Mobile from….to….., or has been reported to me up to the time present.
89. Collision: Telex to Agent

1120 GMT 24/03 COLLIDED JAPANES MV ROSE MARU NEAR BUOY 70 HOUSTON SHIP CHANNEL. DUE COLLISION ARRIVAL DELAYED BY 2 HOURS. SUSTAINED FOLLOWIN HULL DAMAGE:

1. AFT AND FORECASTLE ON PORTSIDE TORN AWAY;

2. CHOCK PLATE DEFORMED AND INDENTED 150 MM DEEP BETWEEN FRAMES 126/127;

3. HANDRAIL ON PORTSIDE BENT, CRUSHED;

4. SHELL PLATING BETWEEN FRAMES 123/127 INDENTED 300 MM DEEP.

PLS ARRANGE: 1. LOADING SEA PROTEST; 2. DAMAGE SURVEY; 3. REPAIR DRY DOCK.

ROSE MARU CALLING GALVESTON. PLS CONTACT PORT MASTER GALVESTON, MAKE OFFICIAL PROTEST AND DEMAND ON BEHALF MY OWNERS DETAIL ROSE MARU UNTIL DAMAGE SURVEY OUR VESSEL WHEN COST REPAIRS IS KNOWN. ALSO ARRANGE BANK GUARANTY FROM ROSE MARU OWNERS/MASTE IN FAVOUR BALTIC SHPG CO FOR AMOUNT SUFFICIENT RELATION TO ABOVE COLLISION.
91. Request to the Port Master
to detain the guilty vessel

1120 GMT 24/03 APPROACHING HOUSTON CALLED JAPANESE
M/V ROSE MARU NEAR BUOY 70 HOUSTON SHIP
CHANNEL. OWNER ROSE MARU ORIENT EXPRESS
SHIPPING, PORT REGISTRY NAGASAKI. COLLISION
OCCURRED DUE VIOLATION COLREGS BY JAPANESE
VESSEL WHICH WAS PROCEEDING OPPOSITE DIRECTION
AND ENTERED MY LANE OVERTAKING TUG. ROSE MARU
PROCEEDING YOUR PORT. DUE COLLISION MY SHIP
SUSTAINED FOLLOWING HULL DAMAGE:

1. DETAILES EXPLANATION OF DAMAGE...

I HOLD MASTER AND OWNERS JAPANESE M/V ROSE MARU
RESPONSIBLE FOR DAMAGE CAUSED TO MY VESSEL IN
ACCORDANCE WITH LAW I REQUEST YOU TO DETAIN THAT SHIP
UNTIL HER OWNERS GIVE BANK’S LETTER GUARANTY IN FAVOUR
BALTIC SHPG CO FOR AMOUNT SUFFICIENT COVER DAMAGE
CAUSED AND EXPENSES INCURRED BY MY VESSEL. AMOUNT OUR
CLAIM WILL BE DETERMINED AFTER DAMAGE SURVEY
TOMORROW.
92. Claim: responsibility for collision

This is to inform you that, today on the 24th of March 1992, at 11.20 GMT, proceeding to Houston through the Houston Ship Channel, our vessel collided with your vessel which had entered the opposite traffic lane for overtaking a tug near Buoy 70. Our vessel considerable hull damage the amount of which is being ascertained.

As your vessel started overtaking without having made certain as to the safety of the manoeuvre, thus violating the COLREGs, and entering the opposite traffic lane made the collision inevitable, I hold your Master fully responsible for this collision and all the losses and damage arising there from. In my opinion he could not have failed to see our vessel proceeding in the opposite direction.

I also give you a formal notice hereby hat a damage survey of my vessel will be held at 11.00 (local time) tomorrow, the 25th of March, 1992 in the Port of Houston, after our arrival in port.
93. Sea Protest

STATEMENT OF SEA PROTEST

I, ............., Master of the m/v ‘ .......... ’, sailing under the flag of ‘ ............ ’, Gross Tonnage 15.893, Net Tonnage 8, 092, registered at the port of ......., International Call Sign ......., on March 22, 1992 sailed from Jacksonville, Fl., USA bound for Houston, Texas, USA, with 4.072 metric tons of general cargo, the vessel being then tight, staunch and strong, well manned, victual led and sound, and in every respect fit to perform the said intended voyage.

Detailed Explanation what happened follows ............

Though the crew have applied all available means to safeguard the vessel and the cargo, fearing damage to the cargo and the ship, and losses in connection with the above collision, I declare this sea protest, reserving the right to extend it at time and place convenient.
95. Rejecting a claim about mutual responsibility for the collision

Further to my oral statement made yesterday at our meeting I consider it my duty once again to state you that I flatly refuse to admit any fault on our part in the case of collision with your vessel which occurred in the Houston Ship Channel near Buoy R70 on March 24, 1992.

One can see from the ship’s documents which I have forwarded to my solicitor that our ship was sailing in full compliance with all regulations and can therefore bear no responsibility for the consequences of your incorrect and dangerous actions.

In view of the above I reject your claim for mutual responsibility for the above collision as groundless and hold you fully responsible for all the damage and losses arising there from.
96. Counter claim on collision

We deeply regret about the collision and are ready to pay share of the losses relate to it. But in our opinion your vessel shares responsibility for the collision, as after the request of our Master to reduce speed in order to avoid collision your vessel did not comply and did not sufficiently reduce her speed. Besides, you did not use the last moment manoeuvre, which certainly is a violation of the COLREG’s. If, after receiving the request to reduce speed you had worked emergency astern propulsion and had altered your course hard to starboard, the collision, no doubt, would have been avoided.

In view of the above we are ready to pay 65% of the losses related to the above collision, and are ready to present a bank guarantee for the appropriate sum immediately on receiving your consent to such settlement.

Please acknowledge receipt of this letter by signing and returning to us one copy of same.
104. Sea protest about grounding

STATEMENT OF SEA PROTEST

I, .............., Master of the m/v ‘ .......’ Under the flag of ‘ ......... ’, Gross Tonnage 15.893, Net tonnage 8.092, registered at the Port of St. Petersburg, Call Sign ‘ ...... ’, on .......... 1002 sailed from St. Petersburg to New York with 4,072 metric tons of general cargo, the vessel being tight, staunch and strong, well manned; victual led and sound, and in every respect fit to perform the said intended voyage.

Detailed Explanation about what happened follows ..............

The crew of the vessel have applied all means to safeguard the ship and her cargo, but nevertheless, fearing damage to the cargo and the ship, and losses in connection with relating, I declare this sea protest, reserving the right to extend it at a time and place convenient.
I,……………, Mater of m/v ‘…………’ under the flag of the ‘………..’, Gross Tonnage 15.893, Net Tonnage 8.092 registered at the port of……., Call Sign….,
Sailed on…………, 1992 from Philadelphia bound for Jacksonville with 1352 metric tons of general cargo, the vessel being then tight, staunch and strong, well manned, victual led and sound, and in all respects fit for the said intended voyage.

At 09.15 GMT on………1992 abeam of Charleston in position 32-54.24’ N and 078-16.8’ W, fire started in Hold 3 due to spontaneous ignition of the cargo of mineral oil. One hour later the fire was extinguished by the ship’s crew by means of forcing carbon dioxide into the hold. As a result of the fire the ship and the cargo sustained some damage.

The crew of the vessel have applied all means to safeguard the ship and cargo… s.h. obligatorischen Schlussatz bei allen Sea Protests.
STATEMENT OF SEA PROTEST

I, ……………., Master of m/v „…………’ under the flag of ‘…………’, Gross Tonnage ………., Net Tonnage ……………., registered at the port of St. Petersburg, Call Sign, sailed from the port of Mobile, Ala., USA on August 15, 1992, bound for St. Petersburg with 6750 metric tons of general cargo, the vessel being the tight, staunch and strong, well manned, victual led and sound, and in all respects fit for the said intended voyage.

At 18.00 GMT on ……….1992 in Position………, the ship encountered a heavy storm with stern wind of Force 9-10 from WSW and a heavy pitching and rolling up to 28 to either side. At 20.00 GMT the vessel had to reduce her speed to 10 knots to reduce the rolling. At 23.00 GMT due to shifting of the cargo of pipes in Hold 2 and 3 the vessel sustained a permanent list of 10 degrees to starboard and had to deviate to the port of refuge Breast. At 09.00 on august 26, 1992 the vessel was moored at Pier 18 in the port of Breast.

Though the crew has taken all precautions to save the vessel and cargo….

See other Sea Protests.
I regret to inform you about the loss of anchor by my ship in Delaware Bay yesterday, on the 14 of July 1992. The incident happened under the following circumstances:

At 15.00 GMT on the 14th of July 1992, in full readiness for passage through narrows the ship approached Philadelphia Pilot Station in Delaware Bay. At 15.15 the pilot, Mr. J. Jackpot, came on board and the ship continued her voyage to Philadelphia through the Delaware Bay. At 15.54 proceeding at a speed of 12 knots the ship approached Buoy R10 of the Delaware Bay Ship channel. At 16.00, in position 38-56 N and 075-04 W, a failure of the main engine occurred and the ship began drifting to shore, in the direction of the Crow Shoal, driven by the wind from the West of Force 7. On advice of the pilot, in order to stop the drift, we dropped the port anchor. Due to the great headway and the strong wind the anchor cable parted and the anchor was lost together with 3 shackles of chain in position 38-56 N and 075-04 W.

At 16.10 the main engine was restarted and the ship resumed her voyage. The incident was reported to US Coast Guard Branch Office in Cape May on VHF Channel 16 at 16.15. At 09.00 on the 15th of July 1992 the vessel was safely moored at Pier 18 of Camden Terminal in the port of Philadelphia.

I have asked my agents here, Messrs. Rice Unruh, to arrange retrieval of the lost anchor by a company of salvoes,

For your kind information: I have a spare anchor on board and it will be installed before departure from your port today, or tomorrow morning, at the latest.
STATEMENT OF SEA PROTEST

I, ........, the Master of the m/v ' ........', see other Sea Protests

At 15.00 GMT on .........1992 in full readiness for passage through narrows the ship approached ‘Delpilot Pilot Station’ in Delaware Bay.

At 15.15 the pilot, Mr.J. Jackpot, came on board and the ship continued her voyage to Philadelphia through the Delaware Bay.
At 15.54 proceeding at a speed of 12 knots the ship approached Buoy R10 of the Delaware Bay Ship Channel.
At 16.00, in position 38-56 N and 075-04 W, a failure of the main engine occurred and the ship began drifting to shore, in the direction of the Crow shoal, driven by the wind from the West of Force 7. On advice of the pilot, in order to stop the drift, we dropped the port anchor. Due to the great headway and the strong wind the anchor cable parted and was lost together with 3 shackles of chain in position 38-56 N and 075-04.1 W.

At 16.10 the main engine was restarted and the ship resume her voyage. The incident was reported to US Coast Guard Branch Office in Cape May on VHF Channel 16 at 16.15.
At 09.00 on ............1992 the vessel was safely moored at Pier 18 of Camden Terminal in the port of Philadelphia.

Though the crew has taken all precautions to safeguard the vessel and the cargo, fearing losses connected with the incident, I declare this Sea Protest, reserving the right to extend this protest at a time and place convenient.
114. Request to send a tug to retrieve the lost anchor

I would like you to make arrangements with a company of tug owners or salvors to send a tugboat to look for, and recover, our anchor with about three shackles of chain which we lost on the 21st inst. Close to the Crow Shoal in Delaware Bay in Position:........

I shall be very grateful to you for you’re prompt action in this matter.
STATEMENT OF SEA PROTEST

I, ............., the Master of m/v ‘........see other sea protests.

On July 14, 1992, approaching Philadelphia, with the pilot, Name, on board, approximately at 00.15 I received through the pilot instruction from the Port Authorities to proceed for berthing to Pier 18 of Camden Marine Terminal and to berth starboard side alongside to berth, astern of m/v ‘Grand Canyon’.

Approaching the assigned berth, I noticed that the ship moored to Berth 18 astern of which I was supposed to berth my ship was not properly lighted from the sea side and her stern was completely dark. I called the attention of the pilot, to the fact, and had this fact duly recorded in ship’s Log Book.

The above condition, together with the thick night fog, made it extremely difficult for us to determine the distance to the other ship’s stern with sufficient accuracy, and at 02.25 GMT, when 2 tugs were putting me into position at my berth, I lightly contacted the ‘Grand Canyon’s’ port quarter with my starboard bow.

At 02.30 on ....199... the vessel was safely moored at Pier 18 of Camden Marine Terminal in the port of Philadelphia.

Though the crew has taken all precautions to safeguard the vessel and the cargo, fearing losses connected with the incident, I declare this Sea Protest against claims and losses, reserving the right to extend this protest at a time place convenient.
117. Rejecting a claim about contact

With reference to your claim for damage to you’re vessel caused by us as a result of contact with your vessel while mooring astern of your vessel to Berth 18 of Camden Terminal, Port of Philadelphia at 02.30 a.m. 14th inst. I wish to state the following:
I regret about the contact, but the stern of your vessel and the sea side were not properly lit, as required by the regulations, which, together with the fog, made it extremely difficult for us to determine the distance to you’re stern with sufficient accuracy when we were approaching the berth. I called the attention of our pilot Mr. Carpenter to the fact, and duly recorded it in my Log Book. I am sure he will confirm the fact.

As to you’re allegation about our approaching the berth at an excessive speed, I assure you that our speed at the time of the contact was not more than half a knot. This can be easily verified by questioning our pilot.

As in my opinion your own lack of due care, and not my allegedly excessive speed was the cause of the damage I reject you’re claim as groundless.
118. Master’s statement

This is to inform you that when shifting from Berth 30 to Berth 3, at request of the Port Master, today, on……199.. at 14.48 (local time) during the shifting the starboard bow of my vessel slightly contacted the rubbing piece of Berth 3 between the fenders and the concrete pier causing minor damage to same.

The incident occurred under the following circumstances:
At 14.00 with Pilot, Name, on board, weather clear and fine, wind WSW, Force 6, assisted by two tugs, the vessel began shifting to Berth3 in order to discharge there 3000 tons of infestated grain and prepare her holds for loading.
At 14.41 the vessel approached Berth 3, one tug pushing on the port bow, the other pushing on the port quarter, the vessel’s speed about 2-3 knots.
At 14.44, when the distance to berth was about 30 meters, on account of strong onshore wind I gave an order to both tugs to check her in order to soften the contact with the pier.
At 14.47, when the distance to the pier was 5 meters, the tow line of the forward tug parted and the bow swung to shore and at 14.48 it contacted the rubbing piece of the pier somewhat roughly, damaging same.
At 14.50 the ship was moored starboard side alongside Bert 3. In my opinion, as the tow line which parted was provided by the tug, the fault lies entirely with the bow tug.
126. Salvage denied, tug charges accepted

Referring to you’re claim for alleged salvage of my vessel by two of you’re port tugs while rendering assistance in taking my vessel off the shoal and towing her into port on 21\textsuperscript{st} ins. I would like to state the following.

I regret to decline all you’re claims for paying salvage. Such services have never been rendered to my vessel. Otherwise, the fact would have been substantiated by relevant documents, e.g. Salvage Contract, or recorded evidence of my agreement to sign same.

Please take notice that at the time of occurrence nobody offered me to sign a Lloyd’s Salvage Contract. If such terms had been offered by the Harbour Master or by the tug’s Master, they would have been rejected by me, as there was no immediate danger to the ship.

In my opinion taking my vessel off the ground, carried out by the tugs was within the scope of duties of the Port Authorities; I agree, therefore, to pay ordinary towing expenses in case you submit a proper bill for the work done.
121. Master’s statement

I regret to inform you about a case of personal injury to a docker aboard my vessel which occurred at about….., today, on……, under the following circumstances.
On …….., at …….. local time the vessel arrived at Pier 13, Camden Sea Terminal in the port of Philadelphia.
At …., yesterday we commenced loading part cargo of mineral oil into Hold 3. At……, 2 dockers from Gang 3 in Hold 3 were noticed working without protective helmets. The Chief Stevedore was informed about it and warned about inadmissibility of violation of safety rules. He promised to give instruction to his stevedores to observe the safety rules.
At….., we completed loading the cargo of mineral oil into Hold 3. Six barrels damaged due to careless handling by stevedores were rejected by the Second Mate.

At about….., when the stevedores began removing the remaining wooden dunnage from Hold 3, a plank fell down from a bundle stowed on top of t rejected barrels with mineral oil lifted on a pallet by the shore crane and fell on a docker below, in lower Hold 3. As a result of this, the docker, Name, slinging the draft below, in the hatch square sustained injury of the head and the right collarbone.
At…. The Master was informed about the accident. The injured man given first aid by the ship’s surgeon. On the Master’s order the Harbour Master’s Office was informed about the accident over VHF. An ambulance was called in. AT…..the inured docker was evacuated by the ambulance. Immediately after the accident 2 other workers (Names) working together with Name in lower Hold 3 were questioned by my Cargo Officer. They did not deny the fact that the man was not wearing his helmet at the time of the accident. The injured man’s helmet was found on a stack of barrels 2 meters away.

Taking into consideration all the circumstances, I think that the accident occurred solely through the stevedore’s personal negligence and failure to observe safety rules. They should have properly slung the wooden dunnage, or still better, they should have removed it by a separate draft. And by all means, the injured man should have been wearing protective helmet all the time during his work on board the ship.
123. Claim for compensation rejected

Referring to you’re claim for compensation of personal injury to you’re stevedore, Name, sustained by him while working on board my vessel on ……, 1992 I wish to advise you that in my opinion the accident occurred solely through you’re workmen’s personal negligence and his own failure to observe safety rules.
Immediately after the accident 2 other workers (Name) working together with Name in Hold 3 were questioned by my Cargo Officer. They did not deny the fact that the man had not been wearing his helmet at the time of the accident. The injured man’s helmet was found on a stack of barrels 2 meters away.

According to good marine practice they should have properly slung the wooden dunnage, or still better, they should have removed it by a separate draft. And by all means, the injured man should have been wearing protective helmet all the time during his work on board the ship.

I view of the above I consider you’re claim groundless.
124. Extracts from the ship’s deck log book

EXTRACTS FROM THE LOG BOOK

08.00 Commended loading port cargo of mineral oil into Hold 3.

08.15 2 dockers from Gang 3 in Hold 3 working without helmets. Chief Stevedore warned about inadmissibility of violation of safety rules.

10.45 Completed loading mineral oil into Hold 3, three barrels on each of 2 pallets damaged due to careless handling by the stevedores. The damaged barrels rejected by the Second Mate. According to Chef Stevedore there is no replacement of the 6 damaged barrels.

11.00 Removing the remaining wooden dunnage from Hold 3. A plank fell down from a bundle stowed on top of the 6 rejected barrels with mineral oil lifted on a pallet by the shore crane and fell on a docker below, in lower Hold 3. The docker, Name slinging the draft below, in the hatch square sustained injury of the head and the right collarbone.

11.03 Master informed about accident. Injured man given first aid by ship’s surgeon. On Master’s order the Harbour Master informed about accident on VHF. Ambulance called in.

11.10 Agent informed. Injured docker evacuated by ambulance.

11.15 A representative of the Port Office arrived on board.
129. Wake damage by ship
    passing at excessive speed

This is to inform you that today, on…..at….. you’re ship, when passing by my vessel moored starboard side to Berth 13, Camden Terminal, due to excessive speed of you’re vessel caused the following damage to my vessel by you’re wake striking my ship against the pier:

1. Gangway partly crushed….

The exact scope of damage will be determined upon a damage survey which will be held today at 15.00 L.T.

I hold you fully responsible for all the damage and losses in connection with the above accident and all the consequences thereof.
130. Wake damage during engine trial at berth

This is to inform you that today, on March 20, 1991, at 06:30 your ship
moored 20 metres ahead of my vessel alongside Pier Al North cause the
following damage to my vessel by her wake during the propeller test carried out
without a prior warning:

1. Shell plating on starboard side – dented;
2. Paint on the starboard side – scratched.
3. The exact scope of damage will be determined upon a damage survey
   which will be held today at 15:00 L.T.

I hold you fully responsible for all the damage and losses in connection with the
above incident and all the consequences thereof.
131. Claim for wake damage rejected

With reference to you’re claim for damage to you’re vessel allegedly cause by us by proceeding past you’re vessel at an excessive speed at about 06.30 a.m 20th inst. I wish to comment as under:

1. Approaching you’re vessel moored at Berth 13 Camden Terminal 1 reduced speed to minimum safe manoeuvring speed and this fact was duly recorded in the ship’s log book.
2. The records in the log book also show that you’re vessel had her headline and the backspring forward slack.
I am sure that both facts will be confirmed by our Pilot.
As in my opinion your own lack of due care, and not my all legedly excessive speed was the cause of damage I reject you’re claim as groundless.
132. Damage to tug: Master’s statement

We regret to inform you about the incident with the port, Name, that happened yesterday, on... at... L.T. while the above tug was passing the towing line to our bow before our entering Gladstone Lock.

At... we received the Pilot, Name at the Bar Light House and began proceeding to port under his pilotage. The vessel’s speed was 10-12 knots.
At... we approached Gladstone Lock and reduced our headway to minimum safe manoeuvring speed. Communication with the tugs was carried out by our Pilot over VHF radio.
At... the tug ‘Crosby’ approached my vessel from port bow and began passing towing line to my vessel.
At... the towing line was made fast and the tug started manoeuvring in order to begin the towing operation.
At... We saw that the tug was being swung around our stem from starboard side to port side, and then after a full turn she touched our port bow right below the ship’s name with the upper portside part of her wheelhouse. We immediately took precautions to avoid heavy damage.

At... the tug, ‘...’ let go the towing line and moved away from my vessel to a safe distance.
Later, the towing line was again passed to my vessel by the same tug and we proceeded to Gladstone Lock. Further towing operations and mooring proceeded normally.
Upon completion of berthing at Berth S-2 at 23.45 on the same day, I together with the Pilot and in the presence of the tug’s Skipper examined the apparent damage cause to both vessels. The apparent damage cause to my vessel consist of a minor dent below the ship’s name on the ship’s port bow and several scratches.
The apparent damage sustained by the tug include a slight dent on the bulwark of the port quarter and deformation of the aft port side upper corner of the wheelhouse.
No one on board of either vessel sustained any injury.
Regretting about the incident, I have to say that in my opinion it happened due to carelessness of the tug’s skipper who according to good marine practice should have kept at a safe distance from the vessel when passing to her the towing line.
133. Claim about damage to tug rejected

Referring to you’re tug ‘Crosby’ cause by us while the above tug was passing the tow line to my bow in order to tow my ship into you’re port through Gladstone Lock on….., I would like to state the following.

Regretting about the incident, I have to say that in my opinion it happened due to carelessness of the tug’s skipper who according to good marine practice should have kept at a safe distance from the vessel when passing to her the towing line.

I also hear that this was not the first time the ‘Crosby’ had a contact with the towed ship. And that raises the question about the tug skipper’s qualification. Moreover, I am surprised at receiving this claim, as, when examining the damage sustained by the tug in the presence of my Pilot, the Skipper admitted it had been his fault, and said he had no claims to my ship, whatsoever.

In view of the above I reject you’re claim as groundless.
134. Damage by tug:  
   Master’s statement

We regret to inform you about the incident with the port tug ‘Crosby’, that happened yesterday, on…., at…L.T. while the above tug was passing the towing line to our bow before our entering Gladstone Lock.

At …, we received The Pilot, Name at….Light house and began proceeding to port under his pilotage. The vessel’s speed was 10-12 knots.

At….we approached Gladstone Lock and reduced our headway to the minimum safe manoeuvring speed. Communication with the tugs was carried out by our Pilot over VHF.
At… the tug, Name, approached my vessel from the port bow and began passing the towing line to my vessel.
At…the towing line was made fast and the tug started manoeuvring in order to begin the towing operation.
At…we saw that the tug was being swung around our stem from our starboard side to port side, and then after a full turn she touched our port bow right below the ship’s name with the upper portside part of her wheelhouse. We immediately took precautions to avoid heavy damage: I ordered the tug to let go the towing line and to move away to a safe distance.

At…the tug let go the towing line and moved away from my vessel to a safe distance.
Later, the towing line was again passed to my vessel by the same tug and we proceeded to the Gladstone Lock. Further towing operations and mooring proceeded normally.
Upon completion of berthing at Berth 3 at… on the same day, I together with the Pilot and in the presence of tug’s Skipper examined the apparent damage caused to both vessels.
The apparent damage caused to my vessel consists of a big dent below the ship’s name on the ship’s port bow and several scratches.

The apparent damage sustained by the tug include a slight dent on the bulwark of the port quarter and deformation of the aft port side upper corner of the wheelhouse.
No one on board of either vessel sustained any injury.
Regretting about the incident, I have to say that in my opinion it happened due to carelessness of tug’s Skipper who according to good marine practice should have kept a safe distance from the vessel when passing to her the towing line.
137. Oil spill found alongside the vessel

This is to inform you that at…, on… you’re representative visited our vessel and accused us of an alleged spillage of oil and non reporting the above to Port Authorities. On inspecting the vessel and the ship’s papers it was established that no oil pumping operations had been carried out after berthing, and that all the seals on the discharge valves were intact.

As to non reporting the oil slick alongside our vessel, I would like to inform you that it was found at approximately…hrs. by the Watch Officer who tried to call you twice on VHF 16 between….and…..hrs, that is, just before the arrival of you’re representative. It was duly recorded in the log book. Besides, I should like to draw you’re attention to the fact that no rules contain exact time limits for reporting oil pollution.

I have explained all this to you’re representative, but nevertheless, he fined us U.S $ 10,000 for non-reporting and US$ 50,000 for pollution, the latter pending the results of the analysis of the samples from the slick and from the tanks for my vessel.

In view of the above, and with consideration to the ship’s departure planned for…..hrs. today, I kindly ask you to reconsider the decision of you’re representative and cancel the detention order issued by him and the fines as unjustified.