

4/83

IN THE PRIVY COUNCIL

No.44 of 1980

O N A P P E A L

FROM THE COURT OF APPEAL OF SINGAPORE

B E T W E E N :

MONVIA MOTORSHIP CORPORATION

Appellant
(Plaintiff)

- and -

KEPPEL SHIPYARD (PRIVATE) LIMITED

Respondent
(Defendant)

VOLUME II

EXHIBITS

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Respondent

O N A P P E A L

FROM THE COURT OF APPEAL OF SINGAPORE

B E T W E E N :

MONVIA MOTORSHIP CORPORATION Appellant
(Plaintiff)

- and -

KEPPEL SHIPYARD (PRIVATE) LIMITED Respondent
(Defendant)

VOLUME II
EXHIBITS

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10

VOLUME II
EXHIBITS

EXHIBITS

A

CORRESPONDENCE AND DOCUMENTS
(NOT AGREED)

A1. LETTER, LLOYDS REGISTER
TO PHOCEAN SHIP AGENCY LIMITED

Our ref: C/PW/EMW

26th July, 1973

20

Dear Sirs,

m.s. "MASTER STELIOS"

After Survey at Khorramshahr in April, the Class of this vessel has been continued by the Committee subject to the indented shell plating and structure starboard side, in way of the number 1 'tween deck space being specially examined and dealt with as necessary at the vessels next Drydocking and by the end of December, 1973.

30

The oil fired Auxiliary Boiler Survey remains to be completed by the adjustment of the safety valves under steam and the examination of

EXHIBITS

A

Bundle of
correspondence
(not agreed)

A1. Letter,
Lloyds Register
to Phocean Ship
Agency Ltd.

26th July 1973

EXHIBITS

A
Bundle of
correspondence
(not agreed)

the oil burning system and remote controls under working conditions. Your early and definite arrangements in this respect, and also with regard to the Tailshaft Survey which became due in April last, should be forwarded for the information of the Committee.

Yours faithfully,

for Classification Manager

A1. Letter,
Lloyds Register
to Phocean Ship
Agency Ltd.

26th July 1973

(continued)

A2. Letter,
Phocean Ship
Agency Ltd.
to Lloyds
Register

A2. LETTER PHOCEAN SHIP
AGENCY LIMITED TO LLOYDS
REGISTER OF SHIPPING

10

6th August
1973

PK/Mr

6th August, 1973

Dear Sir,

M.V. "MASTER STELIOS"

We thank you for your letter C/PW/EMW with reference to the outstanding items of the above mentioned vessel.

As regards the oil fired auxiliary boiler please note our records indicated that this survey has been completed February last relevant report No.300392 BMN. As regards the auxiliary spanner exhaust gas boiler please note that Chief Engineer's statement has been forwarded to you on the 2nd of May, 1973.

20

As regards the first and last paragraph of your letter please note that we shall advise you in due course where and when Owners intent to drydock the vessel and complete the outstanding items.

Yours faithfully,

PHOCEAN SHIP AGENCY LIMITED

30

A3. LETTER LLOYDS REGISTER
TO PHOCEAN SHIP AGENCY LIMITED

EXHIBITS

A

Bundle of
correspondence
(not agreed)

Our ref. R/SFA/MPK
Your ref. PK/MR

15th August 1973

Dear Sirs,

m.s. "MASTER STELIOS"

A3. Letter
Lloyds Register
to Phocean
Ship Agency Ltd.

15th August
1973

10 With reference to your letter of 6th August I have to point out that to complete the oil fired Auxiliary Boiler Survey the items detailed in the final paragraph of my letter of 26th July remain outstanding. Bremen Report No. 300392 covers only commencement of the Exhaust Gas Auxiliary Boiler Survey, the commencement of the oil fired Auxiliary Boiler Survey having been dealt with per Hamburg Report No. 300704, on 17th February last.

Your intentions regarding the completion of the oil fired Auxiliary Boiler Survey will be appreciated, bearing in mind that this became due so long ago as the end of June 1972.

20 Please keep me advised with regard to the Screwshaft Survey which became due at the end of last April.

Yours faithfully,

for Classification Manager

A4. LETTER, LLOYDS REGISTER
TO PHOCEAN SHIP AGENCY LIMITED

A4. Letter,
Lloyds Register
to Phocean
Ship Agency Ltd.

Our ref. R/EB/MPK
Dear Sirs,

1st October 1973

1st October
1973

"MASTER STELIOS"

30 I would refer to my letter dated the 15th August, and yours dated the 6th August, and I shall be pleased to learn if you are yet able to advise me of your early arrangements for the Screwshaft Survey which became due so long ago as April 1973.

An early reply would be appreciated.

Yours faithfully,
Signed. J.M. COOKE
for Classification Manager.

EXHIBITS

A

Bundle of
correspondence
(not agreed)

A5. LETTER, PHOCEAN SHIP
AGENCY LIMITED TO LLOYDS
REGISTER

PK/mr

3rd October, 1973

A5. Letter
Phocean Ship
Agency Ltd. to
Lloyds Register

3rd October
1973

Dear Sir,

Re: M.V. "MASTER STELIOS"

With reference to your letter R/EB/MPK of
the 1st instant, kindly note that we are
planning to deal with the screwshaft survey
within short.

10

We expect that the vessel will sail from
Persia Gulf to the continent where the outstand-
ing items of C.S.M. screwshaft survey drydocking
etc. will be dealt with. We are not sure of
the exact dates and port that the vessel will
drydock at this moment. However, in the course
we shall advise you accordingly.

Trusting that the above meets with your
approval.

Yours faithfully,

20

PHOCEAN SHIP AGENCY LIMITED

EXHIBITS

B
AGREED CORRESPONDENCE AND
DOCUMENTS

B1. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO DEFENDANT

GD MORNING HERE PHOCEAN LONDON 3/10/73

10

PLEASE ADVISE US WHETHER YOU HAVE A DRYDOCK
AVAILABLE FOR OUR MV MASTER STELIOS 12900 TONS
DW FOR ORDINARY DRYDOCKING AND SCREWSHAFT
SURVEY YOUR IMMEDIATE REPLY WILL BE APPRECIATED
THANKS PHOKAIS TLX NO 886878

WELL RECEIVED PLS

YES TKS BIBI.

KEPPEL RS 21367

PHOKAIS LDN

EXHIBITS

B
Agreed bundle
of correspon-
dence

B1. Telex,
Phocean Ship
Agency Ltd. to
Defendant

3rd October
1973

B2. TELEX, DEFENDANT TO
PHOCEAN SHIP AGENCY LIMITED

B2. Telex,
Defendant to
Phocean Ship
Agency Ltd.

4th October
1973

20

TM 1123 HRS

SINGAPORE 4/10/73

REF. 026/OCT/PP

MASTER STELIOS

RE YOUR ENQUIRY 3/10 WE CAN OFFER DOCKSPACE
AROUND 16/17 OCTOBER. PLEASE CONFIRM EARLY
IF ACCEPTABLE.

REGARDS KEPPEL ++++

PHOKAIS LDN

KEPPEL RS21367.....

PHOKAIS LDN

EXHIBITS

Plaintiff's
Documents

P6
Piece of paper
with telex
message re
work list
Undated

EXHIBITS

P6
PIECE OF PAPER WITH TELEX
MESSAGE RE WORK LIST

QUOTATION REQUESTED BY YARD -
NO REPLY AS YET RECEIVED HOWEVER I TRUST IT
WILL HELP YOU COMPILE THE WORK LIST

P2
Cable, Phocean
Ship Agency Ltd
to Captain of
"Master
Stelios"
Undated

P2
CABLE, PHOCEAN SHIP AGENCY
LIMITED TO CAPTAIN OF
"MASTER STELIOS"

10

CAPTAIN MV MASTER STELIOS/SVNI VIA BAHREIN
RADIO
AFTER REDELIVERY PASSING MUSCAT PROCEED
TOWARDS COLOMBO FOR ORDERS AND KEEP WATCH
PORTISHEAD RADIO ACKNOWLEDGE AND KEEP US
ADVISED POSITION = PHOKAIS =

P3
Cable, Phocean
Ship Agency Ltd
to Captain of
"Master
Stelios"
Undated

P3
CABLE, PHOCEAN SHIP AGENCY
LIMITED TO CAPTAIN OF
"MASTER STELIOS"

20

CAPTAIN MV MASTER STELIOS/SVNI VIA COLOMBO
RADIO
PROCEED TO SINGAPORE FOR DRYDOCKING KEEP US
AND OWNERS AGENTS TELEGRAPHIC MACALSHIP
SINGAPORE ADVISED ETA ACKNOWLEDGE
PHOKAIS
MV MASTER STELIOS/SVNI

B3-6. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO DEFENDANT

EXHIBITS

B

Agreed bundle
of correspon-
dence

GD AFTERNOON PHOCEAN LDN HERE

MV MASTER STELIOS

REGARDING OUR PREVIOUS MESSAGES, PLEASE ARRANGE
STEM DRYDOCK FOR 16TH/17TH INSTANT. WE SHALL
ADVISE YOU VESSEL'S ETA LATER. MEANTIME
PLEASE QUOTE FOLLOWING ITEMS:

B3-6. Telex,
Phocean Ship
Agency Ltd. to
Defendant

undated

1. DRYDOCK, SHORE UNSHORE AND UNDOCK VESSEL.

10 2. PROVIDE THE NECESSARY TUGBOATS AND PILOT
TO MOVE VESSEL INTO AND OUT OF DRYDOCK.

3. PROVIDE MOORING CREW ASHORE ONLY. TO
MOOR VESSEL ALONGSIDE A YARD BERTH AFTER OR
PRIOR TO DRYDOCKING.

4. CLEAN BOOTTOP BELT AND BOTTOM BY POWER
HOSE AND SCRAPING AS REQUIRED AND PERMIT HULL
TO DRY.

20 5. APPLY ONE FULL COAT OF OWNERS (HEMPELS)
BOOTTOP. ONE FULL COAT OF OWNERS (HEMPELS)
ANTI-CORROSIVE AND ONE COAT OF ANTI-FOULING
COMPOSITIONS.

TOUCH UP BOOTTOP BELT AND BOTTOM AREAS AS
REQUIRED AND INSTRUCTED BY OWNER'S SUPERINTENDENT
WITH OWNER'S PRIMERS (HEMPELS).

6. REPAINT DRAUGHT MARKINGS FORWARD AND AFT
AND PLIMSOLL MARKINGS.

7. OPEN OUT INJECTION INTAKES, CLEAN AND
COAT GRIDS AND INTAKES WITH APEXIOR.

8. TAKE RUDDER AND TAILSHAFT WEARDOWN AND
SUBMIT WRITTEN RECORD TO THIS OFFICE.

30 9. RENEW ALL ERODED AND/OR MISSING SHELL
ANODES AND FIT OWNERS NEW ANODES (PER ANODE)
TYPE WILSON WALTON INTERNATIONAL W 117 AND W 124.

OPEN OUT SHELL VALVES AS INSTRUCTED BY OWNER'S
SUPERINTENDENT, OVERHAUL AND CLOSE UP.

10. BUFF PROPELLOR BY MEANS OF WIRE BRUSHES.

11. SUPPLY SANITARY WATER DURING STAY IN
DRYDOCK UNLESS DECENT TOILET SPACES AVAILABLE
ASHORE.

40 12. SUPPLY FIRELINE WATER SUPPLIES AND DIS-
CONNECT ON DRYDOCKING.

13. SUPPLY FIREGUARDS DURING PERIOD OF REPAIRS,
PER MAN PER DAY.

14. SUPPLY SHORE CURRENT DURING STAY IN DRYDOCK
AND DISCONNECT ON UNDOCKING.

EXHIBITS

B

Agreed bundle
of correspon-
dence

B3-6. Telex,
Phocean Ship
Agency Ltd. to
Defendant
undated

(continued)

15. STATE COST OF KW/HOUR FOR SHORE CURRENT INCLUDING ATTENDANCE.

16. SUPPLY DOMESTIC REFRIGERATOR COOLING WATER DURING STAY IN DRYDOCK AND DISCONNECT ON UNDOCKING.

17. STATE COST PER TON INCLUDING ATTENDANCE FOR REFRIGERATOR CIRCULATING WATER.

18. SUPPLY TELEPHONE CONNECTION DURING VESSEL'S STAY AT YARD AND DISCONNECT UPON DEPARTURE OF VESSEL.

10

19. SUPPLY CRANE HIRE FOR OWNERS STORES OR SPARES. COST PER HOUR ATTENDANCE.

20. GRIT OR SANDBLAST BOOTTOP BELT INCLUSIVE PER SQUARE METRE.

21. COAT BOOTTOP BELT TWO FULL PRIMING COATS PER SQUARE METRE, OWNERS PAINTS (HEMPELS).

ALL CHARGES FOR NUMBERED ITEMS TO BE INCLUSIVE OF WORK, STAGING, ETC.

NO EXTRA WORK TO BE EXECUTED UNLESS SANCTIONED BY OWNERS SUPERINTENDENT ENGINEER ONLY.

20

P13
Telex, McAlister
& Company Ltd.
to Phocean Ship
Agency Ltd.
10th October
1973

EXHIBITS

P13

TELEX, McALISTER & COMPANY
LIMITED TO PHOCEAN SHIP
AGENCY LIMITED

PLEASE PASS THIS MSG TO LONDON ACCOUNT M 18113
TO PHOKAIS LONDON TLX 886878
FROM MCALISTER SPORE (10/10/73)

MASTER STELIOS YR TLX 9TH VESSELS ETA 15TH
HOWEVER KEPPEL INFORMS THEY HAVE OFFICIALLY
ACCEPTED THE VESSEL FOR DRYDOCKING STOP
REVERTING SOONEST AFTER RECEIPT REPLY IF KEPPEL
ACCEPTING VESSEL STOP IF KEPPEL UNABLE ACCEPT
VESSEL PLEASE ADVISE IF YOU WISH DRYDOCK VESSEL
AT OTHER LOCAL SHIPYARDS.

30

REGARDS

A6. LETTER, PHOCEAN SHIP
AGENCY LIMITED TO LLOYDS
REGISTER

EXHIBITS

A
Bundle of
correspondence
(not agreed)

PK/JMH

10th October 1973

Dear Sir,

RE: MASTER STELIOS

A6. Letter,
Phocean Ship
Agency Ltd. to
Lloyds Register

10 With reference to our letter of 3rd instant 10th October
in reply to yours R/ED/MPK of 1st instant, 1973
please note that it has now been decided that
the vessel will drydock with Keppel Shipyard at
Singapore, in order to deal with the Screw
Shaft Survey.

Please note the vessel is expected to
arrive at Singapore on the 15th instant.

Yours faithfully,
PHOCEAN SHIP AGENCY LIMITED

A7-8. TRANSLATION OF LETTER,
PHOCEAN SHIP AGENCY LIMITED
TO S. EUSTATHIOU

A7-8. Trans-
lation of
letter, Phocean
Ship Agency
Ltd. to S.
Eustathiou

20

10th October 1973

Dear Mr. Eustathiou

10th October
1973

Re: M/V "MASTER STELIOS"
DRY-DOCKING

Attached herewith I am forwarding to you
the file concerning dry-docking of M/V "MASTER
STELIOS" and I am enclosing also lists of
surveyable items of continuous survey of the
Hull and Machinery separately for the Captain
and the Chief Engineer.

30

Defects reported from time to time and
pendings regarding deck and Engine room are
mentioned in the attached list, but we are not
sure that other defects not so far reported do
not exist.

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correspondence
(not agreed)

A7-8. Trans-
lation of letter,
Phocean Ship
Agency Ltd. to
S. Eustathiou
10th October
1973
(continued)

We think it well to advise you that due to the short interval since drydocking of the vessel has been decided we have not until now received any quotations from the yard, although they have been requested since Friday October 6th.

Certainly we are aware of the policy you have followed during previous drydockings you have attended but as we have not received yet any quotations we would suggest that you prepare a list of repairs which are necessary in your opinion, separately for the deck, engine and electric installations (deck and engine). 10

Bearing in mind that the Tailshaft will be surveyed we think that there is a lot of time available to obtain quotations from the shipyard in order to know in advance the amount of the expenses roughly.

The ship will be free after completion of drydocking and chartering rates for this area fluctuates about Dollars 4,000, consequently if there is any case of overtime work note that daily payment for over-time work must not exceed the amount of Dollars 3,500 - 4,000, in order repairs to be completed shortly. 20

We are enclosing also copy of log-book with reference to damages e.t.c. due to bad weather in order to inspect and inform us whether there are indeed necessary repairs and possibility of any claim. 30

We shall forward you to Singapore printed matters regarding dry-docking report and condition of vessel and Machinery report to be filled for our records.

Yours faithfully,

Signed: PHOCEAN SHIP AGENCY LIMITED

A9-13. ENCLOSURE TO
A7-8

EXHIBITS

A
Bundle of
correspondence
(not agreed)

MV MASTER STELIOS

DRYDOCKING AT SINGAPORE
OCTOBER 1973

1. CERTIFICATES:

	<u>ISSUED:</u>	<u>EXPIRING:</u>	
			A9-13. Enclosure to A7-8 10th October 1973
10	INTERNATIONAL LOAD LINE	25. 1.72 9.12.76	
	INTERNATIONAL ANNUAL ENDORSEMENT	23. 2.73 10.12.73	DUE
	SAFETY EQUIPMENT CERTIFICATE	16. 4.73 26.10.74	
	SAFETY RADIO TELEGRAPHY	20. 7.73 19. 7.74	
	DERATING EXEMPTION	29. 6.73 23.12.73	
	SAFETY CONSTRUCTION	1. 6.72 31.12.76	
	LIFERAFT INSPECTION	18.10.72 17.10.73	DUE
	CO2 INSTALLATION	18.10.72 17.10.73	DUE
	ARTICLES	7.11.72 6.11.73	DUE
20	CLASSIFICATION HULL	11.72	
	CLASSIFICATION MACHINERY	11.72	

2. OUTSTANDING CLAIMS:

Collision with Pier at Khoramshahr only. See attached photocopy of Lloyd's letter and Captain's report.

Note: This item has not yet been reported. Check with Lloyd's first whether repairs required and extent of repairs necessary to bring the vessel up to Class.

30 Probably no repairs will be required. However, if Lloyd's recommend any repairs note that we are only entitled to claim if the amount involved exceeds our franchise deductible (currently £4000). Therefore, if repairs with regard to this incident exceed the sum of 4000 pounds, please advise us soonest to inform Underwriters. Do not call Salvage on your own accord, Salvage Association must be advised by Underwriters.

40 Nor further claims outstanding. Should you find anything, please advise us accordingly giving full details of damage with dates of occurrence, etc.

EXHIBITS

A
Bundle of
correspondence
(not agreed)

A9-13.
Enclosure to
A7-8

10th October
1973

(continued)

3. ITEMS TO BE DEALT WITH:

Deck:

A. Anchor Windlass:

Repaired last year when pedestal, etc., broken. Off Durban (Windlass repaired at Bremen and Rotterdam)... (words illegible) one Bearing 2nd from left) overheating also coupling..... (words illegible) difficult (stiff). Please arrange inspect and repair.

B. Echo Sounder:

10

Not working since 1969 - Due to faulty transmission Unit - New Unit already purchased and will be forwarded to Singapore. Preferable place this repair with.....(words illegible) at Singapore.

C. Radio Direction (word illegible)

Master reported.....(words illegible) effective repairs carried out....(words illegible) completion of drydocking.

D. Radio Station:

20

Main Transmitter out of order. Arrange with... (word illegible) carry out repairs.

E. Auto Pilot

Rotary Converter burned out, arrange rewire by Yard, alternatively, request Sperry whether motor may be exchanged with reconditioned ex: Sperry stock.

F. Cargo Gear:

Master reported all bolts connecting derrick and pindle need to be replaced. Information regarding dimensions, etc., have been requested. Please check and report condition. Do not deal with this item now. Bolts will be supplied later and repairs may be carried out by Crew later.

30

G. Oil Tanks:

Tanks No.2 Port and Starboard and 3 Port and Starboard communicate to each other. Unfortunately, the cost of such repair will be prohibitive. Therefore, request the Chief Engineer to keep both tanks for separate grades of fuel, i.e. No.2 for Fuel, No.3 for Diesel, etc.

40

No further Deck items reported for attention.

EXHIBITS

Machinery:

A
Bundle of
correspondence
(not agreed)

A. Ruston Generator Crankshaft Pin No.3:

Chief Engineer reported ovality of 0.12", check condition with Chief Engineer. This item cannot be dealt with at Singapore, currently investigating possibilities of built up by cold spray process.

A9-13
Enclosure to
A7-8

B. Winches:

10th October
1973

10 Chief Engineer complained regarding condition of Winches. Therefore please check condition and arrange for necessary repairs.

(continued)

C. Poop Accommodation Fan Motor:

Burned out recently arrange requiring (sic) since due to that some Crew members have been brought Amidships.

No further machinery outstanding items reported by Chief Engineer.

4. CONTINUOUS SURVEY:

20 A. We are attaching a list of the matter list of Hull and Machinery surveyable items, where dates of previous surveys are indicated. Note items previously dealt during 1968 must be dealt this time. We are also attaching list of surveyable items for Master and Chief Engineer, which please hand to them.

B. Main outstanding item. Tailshaft Survey.

30 C. To complete Boiler Survey following items due safety valves to adjusted and oil burning arrangements and remote controls tested.

EXHIBITS

B
Agreed bundle
of correspon-
dence

B7. NOTE FROM GUAN GUAN
SHIPPING (PRIVATE) LIMITED

GUAN GUAN SHIPPING (PTE) LTD.

B7. Note from
Guan Guan
Shipping
(Private) Ltd.
11th October
1973

FPK/so

Singapore, 11th October
1973

TO WHOM IT MAY CONCERN

This is to confirm that our vessel "KIM
HOCK" was stemmed for Drydocking at Keppel
Shipyard for three days from Friday 19th
October, 1973 to Monday 22nd October, 1973.

10

The stemming was made firm with Keppel
Shipyard on Thursday 11th October, 1973 during
a visit by the undersigned to the Marine
Manager in his office.

Signed.

P14
Cable,
McAlister &
Company Ltd.
to Phoccean
Ship Agency
Ltd.

EXHIBITS

P14

CABLE, McALISTER & COMPANY
LIMITED TO PHOCEAN SHIP
AGENCY LIMITED

20

13th October
1973

From SINGAPORE MACALSHIP (MASTER STELIOS)
Date 13.10.73 Time 1545

MASTER STELIOS OWING OUR GOOD RELATIONSHIP WITH
KEPPEL SHIPYARD WE MANAGED GET THEM OFFER FIRM
DRYDOCK FOR MASTER STELIOS 17/18 OCT WHICH WE
CONFIRMED ON YOUR BEHALF ACCEPTABLE TO YOU

REGARDS MACALSHIP

B9. TELEX, PHOCEAN
SHIP AGENCY LIMITED
TO DEFENDANT

EXHIBITS

B
Agreed bundle
of correspon-
dence

MV MASTER STELIOS ETA SINGAPORE 14TH

THANKS

KEPPEL RS21367

14 OCT.

MOM SVP+

SORRY WE WILL REVERT LATER OK+?

10

OK TNK BIBI

KEPPEL RS21367

PHOKAIS LDNV

B 9. Telex,
Phocean Ship
Agency Ltd. to
Defendant

14th October
1973

EXHIBITS

D2

TELEX REPAIR LIST

KEPPEL SHIPYARD (PRIVATE) LTD.

Date Issued 15.10.73 Main Code No.1684/

MASTER STELIOS

Instruction from Repair List (Telex)

Copies to Messrs :-

Marine Manager, Asst. Marine Manager, Works
Manager, Ship Repair Manager, Chief Estimator
Stemming Office, Safety Officer, Internal Audit
Section, Finance Accounts Section, Planning &
Control, P. & S. Manager, Transport Office,
Time Office, Shop Story-writer, Drawing Office,
Engineer, Shipwright, Steelworker, Boiler Shop,

D2
Telex Repair
List

15th October
1973

EXHIBITS
Defendant's
Documents

D2
Telex repair
list

15th October
1973
(continued)

Pipe Shop, Machine Shop, Foundry, Blacksmith
Shop, Welding Shop, Maintenance Shop, Cleaner,
Painter, Sawmill, Electrical Division Supt.

Position of Vessel K.H. 16/10/73
Local Agents
Owners

Sub Code No.	DETAILS OF WORK ABH/-pm REQUIRED	REMARKS
11.02	Drydock, shore unshore and undock vessel.	10
11.03	Provide mooring crew ashore only. To moor vessel alongside a yard berth after or prior to drydocking.	
11.05	Supply fireguards during period of repairs. Per man per day.	
11.08	Supply shore current during stay in drydock and disconnect on undocking.	
11.09	Supply sanitary water during stay in drydock unless decent toilet spaces available ashore. Supply fireline water supplies and disconnect on drydocking. Supply Domestic Refrigerator cooling water during stay in drydock and disconnect on undocking.	20
11.10	Supply telephone connection during vessel's stay at yard and disconnect upon departure of vessel.	
11.14	Provide the necessary Tugboats to move vessel into and out of drydock.	30
11.18	Provide the necessary Pilot to move vessel into and out of drydock.	
12.01	Clean boottop belt and bottom by power hose and scraping as required and permit hull to dry. Apply one full coat of Owners (Hempels) boottop, One full coat of Owners (Hempels) Anti-corrosive and One coat of Anti-fouling compositions. Touch up boottop belt and bottom areas as required and instructed by Owner's Superintendent with Owner's Primers (Hempels).	40

EXHIBITS

Sub Code	DETAILS OF WORK REQUIRED	REMARKS	Defendant's Documents
	Coat boottop belt two full priming coats per square metre, Owners paints (Hempels).		D2 Telex repair list 15th October 1973
12.03	Repaint Draught Markings Forward & Aft and Plimsoll Markings.		(continued)
12.05	Grit or sandblast boottop belt inclusive per square metre.		
10 16.02	Take Tailshaft wear down and submit written record to this office. Buff propeller by means of wire brushes.		
16.03	Open out injection intakes, clean and coat grids and intakes with Apexior. Open out shell valves as instructed by Owner's Superintendent, overhaul and close up.		
20 16.05	Take rudder wear down and submit written record to this office.		
16.06	Renew all eroded and/or missing shell anodes and fit Owners new anodes (per anode) type Wilson Walton International W 117 and W124.		
54.08	Supply crane hire for Owners stores or spares.		
30	NOTE:- NO EXTRA WORK TO BE EXECUTED UNLESS SANCTIONED BY OWNERS SUPERINTENDENT ENGINEER ONLY		

EXHIBITS

A
Bundle of
correspondence
(not agreed)

EXHIBITS

A

A17. TELEX, McALISTER &
CO.LTD. TO PHOCEAN SHIP
AGENCY LIMITED

A17. Telex,
McAlister &
Co.Ltd.to
Phocean Ship
Agency Ltd.
16th October
1973

TO PHOKAIS LONDON TLX 886878
FROM MCALISTER SPORE (16/10/73)

MASTER STELIOS ARRIVED 1800 15TH DUE CHANGE IN
PROGRAMMING VESSEL ENTERED DRYDOCK 1300 16TH
WHERE COMMENCING REPAIRS AS PER WORKLIST YOU
TELEXED TO SHIPYARD STOP YRTLX 15TH RE MR
STEVEN EUSTATHIOU NOTED STOP
FOLLOWING FROM MASTER QUOTE ARRIVED SINGAPORE
15TH 1800 F 138 D 45 KINDLY PERMIT

10

PHOKAIS LDN
MCA RS1265

TO PHOKAIS LONDON TLX 886878
FROM MCALISTER SPORE (16/10/73)

MASTER STELIOS ARRIVED 1800 15TH DUE CHANGE IN
PROGRAMMING VESSEL ENTERED DRYDOCK 1300 WHERE
COMMENCING REPAIRS AS PER WORKLIST YOU TELEXED
TO SHIPYARD STOP YRTLX 15TH RE MR STEVEN
EUSTATHIOU NOTED STOP
FOLLOWING FROM MASTER QUOTE ARRIVED SINGAPORE
15TH 1800 F 138 D 45 KINDLY PERMIT REPAIRS
ROTORS OF CYROPILOT AND FAN VENTILATOR
ACCORDING MY LETTER 2ND ECHO SOUNDERS AND
DIRECTION FINDER MASTER UNQUOTE OTLX 15TH RE
DISBURSEMENTS PLEASE CONFIRM REMITTED SDLRS
26000 REGARDS SENT AT SPORE TIME 1630 HRS

20

30

B
Agreed bundle
of correspon-
dence

B10. TELEX, DEFENDANT TO
PHOCEAN SHIP AGENCY LIMITED

B.10 Telex,
Defendant to
Phocean Ship
Agency Ltd.
16th October
1973

PHOKAIS LDN
TIME 1809 HRS
SINGAPORE 16/10/73 REF.097/TYF/PP
MASTER STELIOS

VESSEL IN DRYDOCK
TAILSHAFT CLEARANCE 3/16"

RUDDER

BOTTOM PINTLE FOR'D - AFT 3/8"
PORT - STED 1/4"

40

CLASS RECOMMENDS RENEWAL OF LINING WE ARE
THEREFORE PROCEEDING WITH REPAIRS. MASTER OF

VESSEL UNABLE TO DECIDE ON OTHER WORK, YOUR SUPT ENGINEER NOT ARRIVED. CAN YOU AUTHORISE MASTER TO TAKE CHARGE UNTIL YOUR SUPT ENGINEER ARRIVES OTHERWISE VESSEL MAY HAVE TO BE UNDOCKED. REQUIRE YOUR REPLY IMMEDIATELY.

EXHIBITS

B
Agreed bundle of correspondence

KEPPEL +++

PHOKAIS LDN
KEPPEL RS21367
CAN WE HAVE ANSWER NOW SVP+?

B10. Telex,
Defendant to
Phocean Ship
Agency Ltd.

16th October
1973

(continued)

10

PHOKAIS LDN
KEPPEL RS21367

B11. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO DEFENDANT

B11. Telex,
Phocean Ship
Agency Ltd. to
Defendant

16.10.73 15.10
GD AFTERNOON PHOCEAN LDN HERE
MV MASTER STELIOS

16th October
1973

PLEASE PROCEED WITH CLASS RECOMMENDATIONS AS STATED. ALSO AUTHORISE MASTER PROCEED WITH OTHER WORK UNTIL ARRIVAL OUR SUPERINTENDENT - PHOKAIS

20

B12. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO McALISTER
& CO. LIMITED

B12. Telex,
Phocean Ship
Agency Ltd. to
McAlister &
Co.Ltd.

16.10.73 1515
GD AFTERNOON PHOCEAN LDN HERE
MV MASTER STELIOS

16th October
1973

KINDLY PASS THE FOLLOWING MESSAGE TO CAPTAIN OF MV MASTER STELIOS.

QUOTE

30

MR EUSTATHIOU ARRIVING SINGAPORE TO ATTEND DRYDOCKING. WE HAVE ADVISED YARD YOU ARE AUTHORISED TO PROCEED WITH CLASS RECOMMENDATIONS UNTIL HIS ARRIVAL. PLEASE ARRANGE DEAL WITH RECOMMENDATIONS CLEANING AND PAINTING OF VESSEL AND CO-OPERATE WITH MR EUSTATHIOU AFTER HIS

EXHIBITS

B
Agreed bundle
of correspon-
dence

ARRIVAL. PLEASE KEEP WORK TO A MIMEE MINIMUM.

= PHOKAIS = UNQUOTE

= PHOKAIS

B12. Telex,
Phocean Ship
Agency Ltd. to
McAlister &
Co. Ltd.

16th October
1973

(continued)

Defendant's
Documents

D1
List of Works
required
prepared by
Defendant

18th October
1973

EXHIBITS

D1

LIST OF WORKS REQUIRED
PREPARED BY DEFENDANT

KEPPEL SHIPYARD (PRIVATE) LTD.

Date Issued 18.10.73 Main Code No.1684/7

MASTER STELIOS

10

Instruction from Master

Copies to Messrs :-

Marine Manager, Asst. Marine Manager, Works
Manager, Ship Repair Manager, Chief Estimator,
Stemming Office, Safety Officer, Internal Audit
Section, Finance Accounts Section, Planning &
Control, P. & S. Manager, Transport Office,
Time Office, Shop Story-writer, Drawing Office,
Engineer, Shipwright, Steelworker, Boiler Shop,
Pipe Shop, Machine Shop, Foundry, Blacksmith
Shop, Welding Shop, Maintenance Shop, Cleaner,
Painter, Sawmill, Electrical Division Supt.

20

Position of Vessel K.H.
Local Agents
Owners

			<u>EXHIBITS</u>
Sub Code	No.ABH/-am	DETAILS OF WORK REQUIRED	<u>Defendant's Documents</u>
			D1
			List of Works required prepared by Defendant
			18th October 1973
			(continued)
10	1205	Two rivet seams on each side in way of anchor cables to be blasted for inspection	
	1607	Echo sounder transducers to check.	
	1802	One eye plate to renew at No. 3 Hold Stbd. side - 7 ton.	
	1803	One rack on Aft Bulkhead of No.3 Deep Tank, Stbd. side, to fit doubler.	
	2004	Bulwark rail to repair as instructed by C/O	
	2002	12 in No. air pipes at Nos. 2 & 3 holds to renew with screw caps.	
20	4001	Four in No. valves in E.R. to renew.	
	4002	One pipe on deck to renew. Eight pipes in E.R. to renew.	

EXHIBITS

Defendant's Documents

D5
List of Works
(R 1684/73)
18th October
1973

D5. LIST OF WORKS
(R 1684/73)

R. 1684/73
GS. 23

TO ORDER DEPT.

S.S./M.V. " WISPER 316603 "

Berth _____

Instructions From MASTER

To KEPPEL HARBOUR TANJONG PAGAR.

Job No.	REF. No.
2004	Reinforce rail to repair as instructed by S/O.
1802	One eye plate to be removed by No 2 hold and No 7 hold.
1802	12 x No 100 pipe by No 2 + 3 holds to be removed with chain crop.
1803	One notch on aft bulkhead of No 3 deck to be cut out, to fit double.
1800	Hand down
1601	Extra round to be to be made
1804	One One pipe to be cut off to be removed
1805	One pipe to be cut off to remove one light pipe to be removed
1805	Two steel beams on star side in way of the under cable to be blacked painted

W. H. H.

[Handwritten Signature]

EXHIBITS

B

Agreed bundle
of correspon-
dence

B13. TELEX, DEFENDANT TO
SWAN HUNTER GROUP LIMITED

SINGAPORE 18/10/73 REF. 118/TYF/PP

TIME 1822 HRS

ATTN WILMOT
MASTER STELIOS

B13. Telex,
Defendant to
Swan Hunter
Group Ltd.

18th October
1973

RUDDER AND OTHER REPAIRS COMPLETING TONIGHT
AND VESSEL SCHEDULED TO UNDOCK TOMORROW MORNING.
HAVE JUST BEEN APPROACHED BY SUPT TO DRAW
TAILSHAFT FOR SURVEY. THIS IS THE THIRD DAY
AFTER VESSEL WAS DRYDOCKED. HAVE TOLD SUPT NOT
POSSIBLE TO ACCOMMODATE AT THIS POINT OF TIME
AS WE HAVE A VERY TIGHT SCHEDULE.
ORIGINAL WORKLIST DID NOT SPECIFY TAILSHAFT
OR RUDDER. THE ABOVE IS TO KEEP YOU INFORMED
IN CASE THEIR LONDON OFFICE CONTACTS YOU.
REGARDS THAM

10

KEPPEL +++

THATS ALL TKU VM
TKU VM AND BIBI

20

KEPPEL RS21367
SWANHUNTER LDNO

COPY TO: GN CM MM MKM WM MD (INFO)
CHARGES: NIL

B14. Telex,
Swan Hunter
Group Ltd. to
Defendant

18th October
1973

B14. TELEX, SWAN HUNTER GROUP
LIMITED TO DEFENDANT

12.10 18th OCTOBER 1973

ATTENTION THAM

MASTER STELIOS

OWNERS VERY IRATE ABOUT YOU NOT DRAWING TAIL-
SHAFT BECAUSE THEY SENT A TELEX ON 3RD OCTOBER
STATING THAT THEY REQUIRED THE SCREWSHAFT TO BE
DRAWN AND YOU ACCEPTED. THIS WAS THE MAIN REASON
FOR DOCKING WITH YOU. SUPT. WAS LATE IN ARRIVING
BUT AS YOU WERE AWARE THE TAILSHAFT SHOULD BE
DRAWN THIS SHOULD HAVE BEEN PROGRESSED, PLEASE
DO YOUR UTMOST AND REPLY BY RETURN.

30

CALVEY +++

OVER
MON SVP+?
TKS

40

SORRY CALLING OF WILL REVERT IN A MIN OR
TWO BIBI +?

OK TKU AND BIBI
KEPPEL RS 21367

COPY TO: GM CM MM MKM WM MD (INFO)

EXHIBITS

B
Agreed bundle
of correspon-
dence

B14. Telex,
Swan Hunter
Group Ltd. to
Defendant

18th October
1973

(continued)

B15 TELEX, DEFENDANT TO
SWAN HUNTER GROUP LIMITED

B15. Telex,
Defendant to
Swan Hunter
Group Ltd.

18th October 1973

SWANHUNTER LDN
TIME 1900 HRS
SINGAPORE 18/10/73 REF. 119/CCT/PP
ATTENTION: CALVEY

MASTER STELIOS

SORRY ABOUT OWNERS REACTION BUT WE WILL BE IN
A REAL MESS IF WE PROLONG THIS VESSEL IN DOCK.
VESSEL DOCKED 16/10 AND INSTRUCTION GIVEN TO
WITHDRAW TAILSHAFT TONIGHT 6.00 PM I.E. 3 DAYS
AT E E E AFTER DOCKING. THIS IS ABSOLUTELY
IMPOSSIBLE FOR US TO ACCOMMODATE PLEASE REFER TO
OWNERS TELEX OF 8/10 WHICH CONTAINED COMPLETE
WORKLIST AND NOWHERE WAS TAILSHAFT MENTIONED.
YOU WILL NO DOUBT RECALL THAM PHONED YOU ON 16/10
NIGHT SEEKING IMMEDIATE DECISION FOR RUDDER
REMOVAL WHICH SHOWS THE TIGHTNESS OF OUR DOCK
PROGRAMME.
REGARDS CHUA

KEPPEL +++

SWANHUNTER LDN
KEPPEL RS21367

ANY FOR US SVP+?

SWANHUNTER LDN
KEPPEL RS21367

EXHIBITS

A
Bundle of
correspondence
(not agreed)

A18. TELEX, MEMPHIS
TO PHOCEAN SHIP AGENCY
LIMITED

18/10/73 15.00

A18. Telex,
Memphis to
Phocean Ship
Agency Ltd.
18th October
1973

GOOD AFTERNOON MEMPHIS HERE

MASTER STELIOS

KOS STELIOS EUSTATHIOU TELEFENSEN EK SINGAPORE
PROKEIMENOU METADOSOMEN EIS TIN MITERA TOU TIN
OPOIAN MEXRI STIGMIS DEN ANEVROMEN TA KATOTERO
QUOTE

DEON NA VGI PROS EPITHEORISIN DIA 4ETES SERVEY 10
KEETRIKOS AXON PROPELAS PLIN OMOS DEXAMENI
EPIDI EPITGETAI NA DEXAMENISI ETERON PLOION
ISXIRIZETE OTI TA EK LONDINOY TILEGRAFINATA DEN
ICHON TAS SCHETIKAS ODIGIA STOP FRONO EAN
EPROKEITO DI AMMOVOLIN OPOTE DEXAMENI THA
EISEPRATE PERISOTERA CHRINATA THA KRATOUSE TO
PLOION ASFALOS 4 - 5 EMERES

UNQUOTE
PARAKALOUMEN OPOS ELTHETE EIS EPAFIN ARGOTERON 20
ME KAN EUSTATHIOU DIA TIN RITHMISIN TOU
THEMATOW
OVER

OK TKS B AND BIBI FROM US TTOO

A19.
Translation
of A18.
18th October
1973

A19. TRANSLATION
OF A18.

GOOD AFTERNOON - MEMPHIS HERE

"MASTER STELIOS"

MR. STELIOS EUSTATHIOU has telephoned from
Singapore in order to transfer the following:

QUOTE 30

TAIL SHAFT must be detached for four years survey
inspection, but as and because the dry dock is
in a hurry to dry dock another vessel, they
maintain the opinion that the London Office did

not inform them accordingly (and in time). I believe that if the vessel would stay for a sand blasting and the yard would receive more money, they would allow the ship to stay in dry dock for these four/five days.

EXHIBITS

A
Bundle of
correspondence
(not agreed)

UNQUOTE

Please come in contact with Mrs.Eustathiou and inform her so she takes the necessary steps.

A19.
Translation
of A18.

++

10 OK Thank you very much and we shall come later in contact with Mrs. Eustathiou and we hope to have better results to our efforts concerning the above mentioned subject which Mr.STELIOS EUSTATHIOU has already communicated to us by telephone.

18th October
1973

(continued)

++

EXHIBITS

D3

Defendant's
Documents

20 DEFENDANT'S DETAILS OF
WORK REQUIRED

D3
Defendant's
details of
work required

KEPPEL SHIPYARD (PRIVATE) LTD.

Date Issued 19.10.73 Main Code No.1634/75

19th October
1973

MASTER STELIOS

Instruction from Supt.

Copies to Messrs :-

30 Marine Manager, Asst. Marine Manager, Works
Manager, Ship Repair Manager, Chief Estimator,
Steaming Office, Safety Officer, Internal Audit
Section, Finance Accounts Section, Planning &
Control, P. & S. Manager, Transport Office,
Time Office, Shop Story-writer, Drawing Office,
Engineer, Shipwright, Steelworker, Boiler Shop,
Pipe Shop, Machine Shop, Foundry, Blacksmith
Shop, Welding Shop, Maintenance Shop, Cleaner,
Painter, Sawmill, Electrical Division Supt.

Elect. Div. K.H.Supt.

Position of Vessel K.H.

Local Agents

Owners

40

Sub Code No.	DETAILS OF WORK REQUIRED	REMARKS
52.04	Sperry to service.	
52.05	One blower motor to rewind.	
52.06	D.F. to calibrate.	

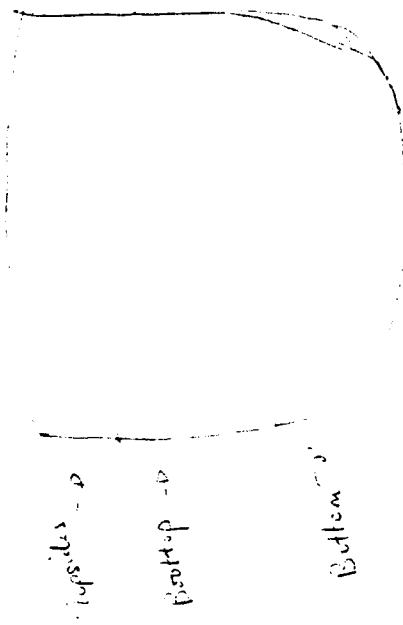
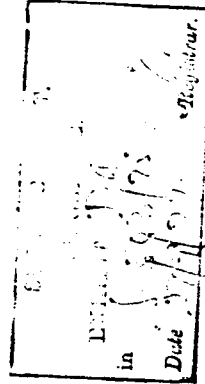
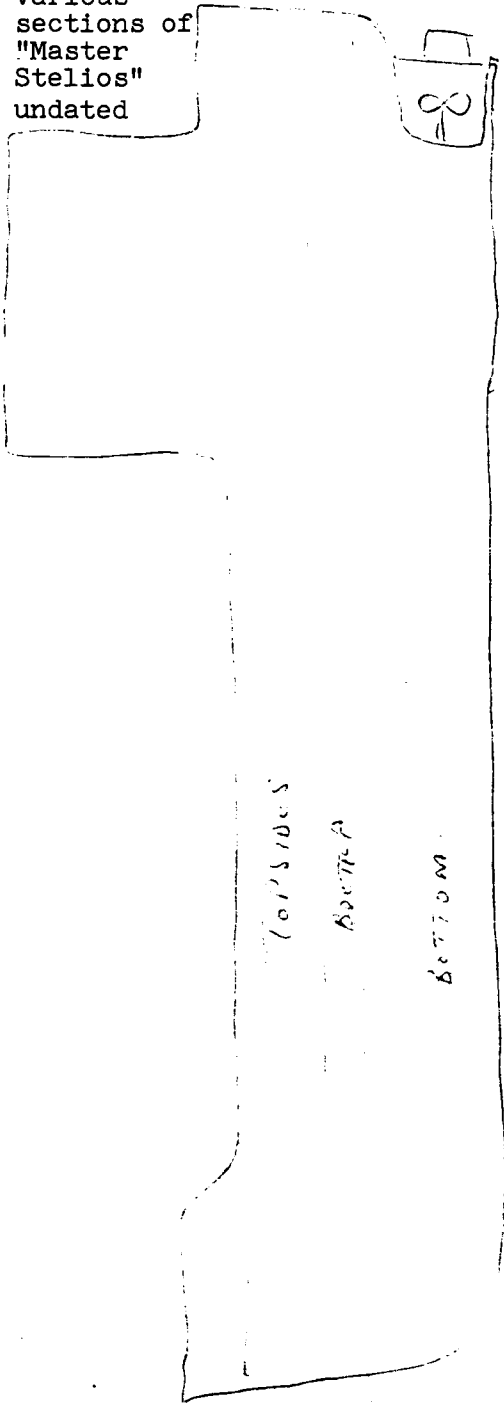
EXHIBITS
D4

SKETCH OF VARIOUS SECTIONS
OF "MASTER STELIOS"

EXHIBITS

Defendant's Documents

D4
Sketch of various sections of "Master Stelios" undated



X SECTION

A20-21. LETTER, PHOCEAN
SHIP AGENCY LIMITED TO
LLOYDS REGISTER

EXHIBITS

A
Bundle of
correspondence
(not agreed)

19th October 1973

Our ref: FJJ/JMH

A20-21. Letter,
Phocean Ship
Agency Ltd. to
Lloyds Register

19th October
1973

Dear Sir,

M.V. "MASTER STELIOS"
DRYDOCKED AT SINGAPORE -
KEPPEL SHIPYARD

10 With reference to the discussions the
Writer had with your Mr. Cook in respect of
complications which have arisen with Keppel
Shipyard and resulting in the Screwshaft Survey
not being dealt with, we enclose herewith
photocopies of all the telexes exchanged with
Messrs. Keppel and our local agents, Messrs.
McAlister.

20 From this you will no doubt note that,
for some reason or other, the Keppel Shipyard
failed to execute the work as instructed by
both this office and your local Surveyor and we,
consequently, wish the Society to (A) permit
owners to carry out the Screwshaft Survey when
the vessel returns to the Continent and (B)
make the Society's official protest known to the
Yard and furthermore, and inasmuch as possible,
publicise the detrimental action taken by
Keppel's Yard.

30 For your guidance, and this information
we have received verbally only, via our local
agents, our Superintendent Engineer, Master
and on the part of Mr. Watson, is that we had
not advised them until the 18th instant of the
Tailshaft having to be drawn. The apparent
excuse being the telex dated 8th October
requesting a quotation for various work. Need-
less to say, this is a lamentable excuse, as
the Screwshaft Survey was at no such time
countermanded either in writing or verbally.
40 Our own feeling on the motive of the Shaft
not having been dealt with, is that they were
probably committed to receive another vessel
that required the drydock, more than likely
a regular customer, and that following the
reading of the Screwshaft Survey obtained, they

EXHIBITS

A
Bundle of
correspondence
(not agreed)

realised a re-wooding was necessary. This, as you will appreciate, would have taken another two days in drydock.

Your comments on the foregoing are awaited in due course.

A20-21. Letter,
Phocean Ship
Agency Ltd.to
Lloyds Register

19th October
1973

(continued)

Yours faithfully,
PHOCEAN SHIP AGENCY LTD.

F.J. JANSEN
Technical Manager

c.c. Swan Hunter Group,
Keppel Shipyard,
McAlister.

10

A14-16
Translation
of Deck Log
Book

A14-16 TRANSLATION OF
DECK LOG BOOK

DECK LOG BOOK EXTRACTS
M/V "MASTER STELIOS"
AT SINGAPORE

DATE	TIME	REMARKS
Friday 5.10.73	09.20	127 I have received telegram advising me to proceed towards SINGAPORE. Change of course as opposite
Monday 15.10.73	17.30	Near SINGAPORE ROADS. Engine stand by. Distance 77 miles, steaming time = 5 30 ^t average speed = 14.00, total distance = 3847, total steaming time = 309.00, total average speed = 12.45.
	18.05	Starboard anchor dropped by 5 length cable, at quarantine anchorage.
	18.30	Local Authorities came aboard.

20

30

			<u>EXHIBITS</u>
<u>DATE</u>	<u>TIME</u>	<u>REMARKS</u>	A
	18.45	Free pratique granted, Local Authorities disembarked.	<u>Bundle of correspondence (not agreed)</u>
	20.35	Pilot boarded.	
	20.40	Engine stand by. Commenced weighing anchor.	A14-16. Translation of Deck Log Book
10	20.55	Anchor weighed, proceeding towards west anchorage.	(continued)
	21.50	Starboard anchor dropped by 5 length of cable.	
	22.00	Finished anchoring, finished with engine, pilot disembarked.	
	Wednesday 16.10.73	09.55 Pilot boarded.	
		10.05 Engine stand by.	
20		10.50 Commenced weighing anchor.	
		11.05 Starboard anchor dropped by 3 length of cable, awaiting tide.	
		11.45 Anchor weighed, fastening with two tugs astern and aft.	
		12.05 Fastening with another tug aft.	
30		12.48 Entering in drydock, removal of tugs.	
		13.00 Commenced mooring in drydock.	
		13.30 Commenced pumping water.	
		14.20 Vessel in dry dock dry. Shoring commenced.	
		17.10 Dry-dock completely dry. Started cleaning bottom.	
		17.30 LLOYD'S representative surveyed bottom.	
40		20.00 Commenced rudder repairs. AT SINGAPORE (DRY-DOCKING)	
	Wednesday 17.10.73	08.00 Dry-docking works carried out.	

EXHIBITS

A	DATE	TIME	REMARKS		
Bundle of correspondence (not agreed)	Wednesday 17.10.73 (cont'd)	09.00	M.YUSHASB A.B., and Q.SALIN wiper, were sent to the doctor.		
		12.00	To A.B.YUSHASB M.doctor gave three days off duty.		
A14-16 Translation of Deck Log Book (continued)	Thursday 18.10.73	12.40	Rudder dismantled.		
		22.00	Mr.STYLIANOS EUSTATHIOU boarded as shipowners' representative, in order to attend drydocking.	10	
		24.00	Drydocking works continue.		
	Friday 19.10.73	Thursday 18.10.73	07.00	Started painting bottom.	
			08.30	Started fitting rudder.	
		21.00	Assistant cook Mr.K.KONDYLIS has declared that he has lost his seaman's book.		
		24.00	Painting bottom completed.		
		Friday 19.10.73	00.30	Fitting rudder completed.	
			08.00	Commenced filling drydock with water.	20
			08.30	Agents and local authorities were advised about loss of Mr.Kondylis' seaman's book.	
			09.00	Survey of holds No.1, 2 & 3 carried out by a represent- ative of LLOYD'S	
			11.30	Filling of drydock completed.	
			12.00	Drydock opened.	
12.30	Pilot boarded. Engine stand by.		30		
12.34	Coming outside drydock.				
Friday 19.10.73	12.40	Fastening with a tug aft.			
	12.48	Fastening with a tug astern.			
	12.55	Removal of tugs.			
	13.25	Starboard anchor dropped by 4 length of cable at Eastern anchorage awaiting instructions.			
	13.35	Finished anchoring, finished with engine, pilot disem- barked.	40		
Friday 19.10.73	24.00	At the same position.			

EXHIBITS D6
RELEVANT PAGE RELATING TO ENTRY ON 19TH OCTOBER 1973
TAKEN FROM KEPPEL'S MOVEMENTS ORDER BOOK

Time	Location	Remarks	Altitude	Speed	Direction	Time	Remarks	Altitude	Speed	Direction	Time	Remarks	Altitude	Speed	Direction
MONDAY 15th Oct '73															
10:00	NO ADVENTURE	C.W. to No 23	1000	290	SW	10:00	NOON	1000	290	SW	10:00	1000	290	SW	10:00
10:05	NO ADVENTURE	to No 23	1020	290	SW	10:05	PILOT	1020	290	SW	10:05	1020	290	SW	10:05
10:10	NO ADVENTURE	ROADS to No 23	1030	290	SW	10:10		1030	290	SW	10:10	1030	290	SW	10:10
TUESDAY 16th Oct '73															
09:30	NO ADVENTURE	C.W. to ROADS	0930	290	SW	09:30	Sim	0930	290	SW	09:30	0930	290	SW	09:30
10:00	NO ADVENTURE	to No 23 to A.D.E.	1000	290	SW	10:00	SALLEN B.	1000	290	SW	10:00	1000	290	SW	10:00
10:05	NO ADVENTURE	to No 23 to ROADS	1000	290	SW	10:05	LIH	1000	290	SW	10:05	1000	290	SW	10:05
10:10	NO ADVENTURE	MS to No 23 to ROADS	1020	290	SW	10:10	HALS	1020	290	SW	10:10	1020	290	SW	10:10
10:15	NO ADVENTURE	W. to No 23 to ROADS	1030	290	SW	10:15	KAPOR	1030	290	SW	10:15	1030	290	SW	10:15
10:20	NO ADVENTURE	C.W. to No 23 to ROADS	1000	290	SW	10:20	SUPRESE	1000	290	SW	10:20	1000	290	SW	10:20
WEDNESDAY 17th Oct '73															
11:00	NO ADVENTURE	to No 23	1100	290	SW	11:00	REVILLI	1100	290	SW	11:00	1100	290	SW	11:00
11:05	NO ADVENTURE	to No 23 to No 23 (OW)	1120	290	SW	11:05	KAPOR	1120	290	SW	11:05	1120	290	SW	11:05
11:10	NO ADVENTURE	to No 23 to No 23	1130	290	SW	11:10	LM	1130	290	SW	11:10	1130	290	SW	11:10
11:15	NO ADVENTURE	to No 23 to No 23	0900	290	SW	11:15	N.P.	0900	290	SW	11:15	0900	290	SW	11:15
11:20	NO ADVENTURE	to No 23 to No 23	1300	290	SW	11:20	N.P.	1300	290	SW	11:20	1300	290	SW	11:20
THURSDAY 18th Oct '73															
10:00	NO ADVENTURE	No 23 to No 23	1000	290	SW	10:00	N.P.	1000	290	SW	10:00	1000	290	SW	10:00
10:05	NO ADVENTURE	W.D. to No 23	1020	290	SW	10:05	AMBERS	1020	290	SW	10:05	1020	290	SW	10:05
10:10	NO ADVENTURE	ROADS to No 23	1120	290	SW	10:10	PILOT	1120	290	SW	10:10	1120	290	SW	10:10
10:15	NO ADVENTURE	ROADS to C.W.	1130	290	SW	10:15		1130	290	SW	10:15	1130	290	SW	10:15
10:20	NO ADVENTURE	to No 23 to No 23	1300	290	SW	10:20	N.P.	1300	290	SW	10:20	1300	290	SW	10:20
FRIDAY 19th Oct '73															
10:00	NO ADVENTURE	to No 23	1000	290	SW	10:00	HAND	1000	290	SW	10:00	1000	290	SW	10:00
10:05	NO ADVENTURE	to No 23 to No 23	1020	290	SW	10:05	HAND	1020	290	SW	10:05	1020	290	SW	10:05
10:10	NO ADVENTURE	to No 23 to No 23	1030	290	SW	10:10	VOON	1030	290	SW	10:10	1030	290	SW	10:10
10:15	NO ADVENTURE	to No 23 to No 23	1130	290	SW	10:15	ROBECK	1130	290	SW	10:15	1130	290	SW	10:15

D7
 Defendant's
 monthly telephone
 returns

D7. DEFENDANT'S MONTHLY TELEPHONE RETURNS

16th-21st October
 1973

MONTHLY TELEPHONE RETURNS

MONTH: OCTOBER 1973

DATE	NAME OF OFFICER	RANK	SHIP/TEL.NO.	TELEPHONE CALL MADE TO	AMOUNT
16.10.73	Tham Yeng Fai	Marine Manager	Master Steliogh-313	London - 01-2839241	\$33.00(Ship's A/c)
16.10.73	Tham Yeng Fai	Marine Manager	313	London - 01-2833811/2	Call cancelled
16.10.73	Tham Yeng Fai	Marine Manager	313	London - 01-2833811/2	\$33.00 (Keppel's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	Athens/Greece - 9811188	\$43.80 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	Athens/Greece - 9811188	\$146.00(Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$165.00 (Ship's A/c)
18.10.73	Supt. Persecher	Superintendent	Kalimantan Haji-311	Hong Kong - 479958	\$16.20 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$121.00 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$99.00 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$88.00 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	Greece - 737082	\$43.80 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$44.00 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	Athen/Greece - 4522354	\$43.80 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$44.00 (Ship's A/c)
18.10.73	Supt. Steven Eustathiou		Master Steliogh-139	London - 2839241	\$77.00 (Ship's A/c)

D7
 Defendant's monthly telephone
 returns 16th-21st October 1973
 (continued)

DATE	NAME OF OFFICER	RANK	SHIP/TEL.NO.	TELEPHONE CALL MADE TO	AMOUNT
19.10.73	Liviars	Chief Officer	Master Stelihoh-139	Athens/Greece - 4625078	\$43.80 (Ship's A/c)
19.10.73	Supt. Steven Eustathiou		Master Stelihoh-139	London - 9659795	\$110.00 (Ship's A/c)
19.10.73	Ng Siong Tee	Marketing Manager	244	Tanjong Priok/ Indonesia-290237	Call cancelled - Report fee \$2.00 (Keppel's A/c)
19.10.73	P.P. Nair	Personnel Officer	234	Kuala Lumpur - (Bina Architeck)	STD Call (Keppel's A/c)
19.10.73	Supt. Persecher	Supt.	Kalimantan Haji-313	Hong Kong - 479958	\$16.20 (Ship's A/c)
19.10.73	Alisragis Nic	1st Engineer	Cardiff - 142	Aden/Greece - 4629951	\$73.00 (Ship's A/c)
19.10.73	Alisragis Nic	1st Engineer	Cardiff - 349	Aden/Greece - 4629951	\$102.20 (Ship's A/c)
20.10.73	Ng Siong Tee	Marketing Manager	244	Tanjong Priok/ Indonesia - 290237	Call cancelled
20.10.73	Supt. Steven Eustathiou		Master Stelihoh-311	London - 2839241	\$264.00 (Ship's A/c)
21.10.73	Supt. Jansen	Superintendent	Henning Maerak-316	Copenhagen - 784590	\$38.25 (Ship's A/c)

37.

B16-17. DEFENDANT'S BILL

EXHIBITS

Bill No.78/J/Y/084

B
Agreed bundle
of correspond-
ence

Keppel Harbour, 19th October 1973
The Captain & Owners - "MASTER STELIOS"

B16-17.
Defendant's
Bill
19th October
1973

KEPPEL SHIPYARD (PRIVATE) LTD.
P.O.Box 2169 Singapore
Telephone:631711 Cable: KEPPELDOK
Telex: RS 21367

10 Owners: Phocean Shipping Agency Ltd.
Kempson House
35-37 Camomile Street
London E.C.3
ENGLAND

		Singapore Currency \$ cts
(Illegible)	Ship docked on 16th October and undocked on 19th October.	6,044.00
20	Fireguard supplied during period of repair. Cooling line for fridge Shore current supplied Fire line supplied during docking Telephone supplied during docking Crane supplied for lifting ship stores.	4,290.00
	Tug boats and Pilot supplied for docking and undocking vessel.	5,720.00
30	Hull scrubbed down and scrapped. Power hose bottom and boottop 1 coat of anti-corrosive owners paint to bottom Primer applied to boottop 1 coat of anti-fouling applied to bottom 1 coat boottopping Draught and Plimsoll marks painted Draught mark built up by welding	16,980.00
40	Tailshaft wear down recorded and propeller scrapped. Staging erected.	550.00
	3 sea valves overhauled and all sea grating cleaned and painted	3,600.00

EXHIBITS

		Singapore Currency	
		\$	cts
B Agreed Bundle of correspon- dence	(illegible) Safety raiser erected Rudder wear down recorded. Rudder lifted to dock side. Top and bottom pintle bush rewood with lignum vitae and rudder refitted.		
B16-17 Defendant's Bill	58 shipyard supplied zinc anodes renewed and 3 owners supply zinc anodes fitted.	13,675.00	
19th October 1973 (continued)	Rivet seam on each side of anchor cable gritblasting for inspection		1,200.00
	Pump ranged to pump out water for checking echo sounder. Unable to do as after two days of pumping, there is still a lot of water.		700.00
	Two eye plates renewed.		560.00
	One crack on Aft bulkhead in No.3 Deep tank doubled.		820.00
	12 Air pipes cut out and renewed including fitting screw caps.		960.00
	Five engine room valve supplied and renewed.		5,760.00
	One pipe on deck renewed. Eight pipes in Engine Room renewed.		4,863.00
	<u>Electrical</u>		
	One fan motor to rewind. Direction Finder to calibrate. Sperry gyro to service and rewind auto pilot motor's armature and field coil rewound		5,260.00
	15 Horn cleats shaped and renewed		1,765.00
	One pipe in accommodation space to alter.		480.00
	One fire line repaired Two valves overhauled. Renewed one handwheel and one brass spindle.		620.00
	Labour provided to free up anchor brakes and cable holder.		195.00
	Launch hire for transporting men and materials to anchorage.		300.00

	Singapore Currency	<u>EXHIBITS</u>
	\$ cts.	B
Overseas calls made by Superintendent	<u>1,226.20</u>	Agreed bundle of correspon- dence
	<u>\$78,918.20</u>	<u>B16-17</u> Defendant's Bill
(Dollars Seventy-eight thousand nine hundred and eighteen and Cents twenty only)		19th October 1973
E. & O.E.		(continued)

10 Signed.
Commercial Manager
KEPPEL SHIPYARD (PTE) LIMITED

A22 - LETTER LLOYDS REGISTER
TO PHOCEAN SHIP AGENCY LIMITED

A
Bundle of
correspondence
(not agreed)

Our ref: R/JMC/SH
Your ref: FJJ/JMH

24th October 1973

Dear Sirs,

"MASTER STELIOS"

A22. Letter,
Lloyds Register
to Phocean
Ship Agency Ltd

20 I acknowledge receipt of your letter dated the 19th October, and your comments regarding the Screwshaft Survey have been passed to the Society's Singapore Surveyors.

24th October
1973

The Singapore Surveyors have reported the Screwshaft wear down measured at the recent Drydocking as 4.7 millimetres, and as the Survey was due in April 1973, I shall be glad to learn if you are in a position to let me know when this Inspection will be held.

30 Yours faithfully,
Signed. J.M. COOKE
for Classification Manager

BUNDLE OF CORRESPONDENCE (NOT AGREED)

CHARTERPARTY BETWEEN PHOCEAN SHIP AGENCY LTD. (AS AGENTS TO OWNERS OF "MASTER STELIOS") AND TELFAIR SHIPPING CORPORATION

25th October 1973



ORIGINAL

Time Charter

GOVERNMENT FORM

Approved by the New York Produce Exchange

November 6th, 1913—Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946

C. 717

This Charter Party, made and concluded in London, the 25th day of October, 1973.

Between PHOCEAN SHIP AGENCY LIMITED, London, as Agents for the Owners of the vessel "MASTER STELIOS" (GROSS TONS) and TELFAIR SHIPPING CORPORATION, London, as Charterers.

Of 1006 tons gross register, and 727 tons net register, having engines of 1000 indicated horse power and with hull, machinery and equipment in a thoroughly efficient state, and classed as 1000.

And with a deadweight capacity (cargo and bunkers, including fresh water and stores not exceeding one and one-half percent of ship's deadweight capacity) of about 1000 cubic feet bale capacity, and about 2240 tons of 2240 lbs. net weight.

Allowing a minimum of 500 tons on a draft of 20 feet, 6 inches on Summer freeboard, inclusive of permanent bunkers, which are of the capacity of about 12 tons of fuel, and capable of steaming, fully laden, under good weather conditions about 12 knots on a consumption of about 12 tons of fuel per 24 hours.

Now loading and discharging at the port of destination, the Charterers of the City of Monrovia.

Witnesseth, That the said Owners agree to let, and the said Charterers agree to hire the said vessel, from the time of delivery, for the purpose of carrying and discharging the cargo specified in the Charterparty, within below mentioned trading limits.

Charterers to have liberty to sublet the vessel for all or any part of the time covered by this Charter, but Charterers remaining responsible for the fulfillment of this Charter Party.

Vessel to be placed at the disposal of the Charterers, at Singapore at 0700 hours local time 26th October, 1973, unless vessel contacted to bunker under Charterers' agent earlier in which case time to count from such contact.

Ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for the service, having water ballast, winches and donkey bays with sufficient steam power, or if not equipped with donkey boiler, then other power sufficient to run all the winches at one and the same time (and with full complement of officers, seamen, engineers and firemen for a vessel of her tonnage), to be employed, in carrying lawful merchandise, including petroleum or its products, in proper containers, excluding explosives (black powder, blasting caps, detonators, loaded bombs, acid & dynamite), acid inflammable or dangerous cargo.

Always, with the exception of the ports of call, to be limited to the ports of call specified in the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty.

As an alternative to the above, the vessel may be chartered for a period of 15 days, commencing on the day of her delivery, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty.

1. That the Owners shall provide and pay for all provisions, wages and consular shipping and discharging fees of the Crew; shall pay for the insurance of the vessel and for all claims in hull, machinery and equipment, and shall be responsible for the payment of all port charges, Pilotage, Agency, Commission and Consular Charges (except tuncs payable to the Crew), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew to be for Owners account. Fumigations ordered because of cargo carried or ports visited while vessel is employed under this charter to be for Charterers account. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period of six months or more.

Charterers are to provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards for dunnage, they making good any damage thereto.

That the Charterers, at the port of delivery, and the Owners, at the port of redelivery, shall take care and pay for all fuel remaining on board the vessel at the end of the voyage, and the Owners, at the port of redelivery, shall take care and pay for all fuel remaining on board the vessel at the end of the voyage, and the Owners, at the port of redelivery, shall take care and pay for all fuel remaining on board the vessel at the end of the voyage.

4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of FOUR THOUSAND, TWO HUNDRED AND FIFTY (\$4,250.00) per day, commencing on and from the day of her delivery, and to continue until the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless otherwise mutually agreed). Charterers are to give Owners not less than 15 days' notice of redelivery, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty.

6. Payment of said hire to be made in New York in cash in United States Currency, semi-monthly in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers, and to charter the vessel to any other party, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty.

Cash for vessel's ordinary consumables at any port may be advanced as required by the Captain, by the Charterers or their Agents, subject to 2 1/2% commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

7. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that Charterers or their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie afloat.

8. That the whole reach of the Vessel's Hold, Deck, and usual places of loading (not more than she can reasonably stow and carry), also accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel. Charterers to be responsible for the payment of all port charges, Pilotage, Agency, Commission and Consular Charges (except tuncs payable to the Crew), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew to be for Owners account. Fumigations ordered because of cargo carried or ports visited while vessel is employed under this charter to be for Charterers account. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period of six months or more.

9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted in accordance with the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty, and to be subject to the provisions of the Charterparty.

gear and all other equipment shall comply with regulations for longshoring). If
The Law 65-742 Part 9 (Safety and Health Regulations for longshoring). If
workmen are not permitted to work due to failure of the Master and/or Owners
Agents to comply with aforementioned regulations any delay resulting therefrom
to be for Owners' account.

EXHIBIT A 23-26

521

Vessel has cargo battens. If required cargo battens to be removed and stowed away from
deck and vessel to arrive first loading port ready to load sugar in bulk.

Charterers are not to be responsible for stevedore or other damage to the vessel unless
advised in writing by the Master at time of occurrence of damage; Master is to
cooperate with Charterers and Agents in giving prompt notice of claim in writing to
Agents causing damage.

Vessel has 12 derricks of 5 tons, 2 of 3 tons and 1 of 25 tons. Vessel has five holds
and five hatches, and machinery amidships. The bale capacity of the vessel is about
10,000 cubic feet including deep tanks (and vessel is able to navigate with no cargo in
tanks) but excluding raised focsle over no. 1 hold. Owners represent vessel's port
consumption per 8 hours' working day working winches 1 ton of marine diesel oil.

It is understood that the vessel is not prohibited from trading with the United States
under any law, order or regulation of the United States' Government and is fully eligible for
trade with the United States and its territories.

Vessel has not traded Cuba since January 1st, 1963.

War Risk insurance premium and war bonus to Captain, Officers and Crew to be for
Charterers' account, but any increase in same to be for Charterers' account. British North
America Insurance, if any, to be for Charterers' account.

Charterers' option lumpsum payment of U.S. Dollars 1,000.- to be made to Owners in lieu
of cleaning and removing dunnage and their debris at redelivery port. Owners to
instruct the Master to accept redelivery of vessel in that case without holds cleaned.

Nuclear Clause

Notwithstanding any provision, whether written or printed, contained in this charterparty
it is agreed that nuclear fuels or radioactive waste or products are specifically excluded
from the cargo permitted to be loaded or carried under this charterparty. This exclusion
does not apply to radio isotopes used or intended to be used in any industrial, medical,
commercial, agricultural or scientific purpose, provided Owners' prior approval has been
obtained to the loading thereof.

Charterers have the liberty to trade to Communist countries of the Continent, Mediterranean
and Black Sea, and to the Peoples' Republic of China.

Vessel to be redelivered to Owners at a safe port in Charterers' option within Institute
Charterparty Limits, but if Persian Gulf passing Muscat outwards, and if Red Sea passing Aden
outwards.

Charterers, at the port of delivery, and Owners, at the port of redelivery, shall take
over and pay for all fuel remaining on board vessel at the price of U.S. Dollars 20.00
per ton for intermediate fuel oil and U.S. Dollars 41.00 per ton for marine diesel oil,
at both ends. Vessel to be delivered with about 130 tons intermediate fuel oil, and
about 20 tons marine diesel oil, and to be redelivered with between 300 tons and 500
tons intermediate fuel oil, and between 40 tons and 70 tons marine diesel oil.

Vessel to work night and day if required by Charterers and all winches to be at
Charterers' disposal during loading and discharging. Shore winchmen are to be paid by
Charterers. In the event of a disabled winch or winches, or insufficient power to
operate winches, Owners to pay for shore engine or engines in lieu thereof if required.
On-hire and stevedore standby time for any loss of time occasioned thereby or occasioned
by breakdown of vessel's gear or equipment to be for Owners' account.

Joint Survey

At the first loading port the parties shall each appoint surveyors, for their respective
accounts, who shall conduct a joint on-hire survey. A single report shall be prepared
and signed by each surveyor, without prejudice to his right to file a separate report
setting forth items upon which the surveyors cannot agree. If either party fails to
send a representative to attend the survey and sign the joint survey report such party
nevertheless shall be bound for all purposes by the findings in any report prepared by
the other party.

It is guaranteed that vessel has not called, and will not call prior to the completion
of this charterparty, at Israeli port or ports, and is in no way subject to Anti-Israel
boycott or blacklisting.

I. BOTH TO BLAME COLLISION CLAUSE

If the liability for any collision in which the vessel is involved while performing this Charter Party falls to be determined in accordance with the laws of the United States of America, the following clause shall apply:—

BOTH TO BLAME COLLISION CLAUSE?

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other or non-carrying ship or her owners to the owners of the said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

and the charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

II. GENERAL AVERAGE AND THE NEW JASON CLAUSE

General Average shall be payable according to the York/Antwerp Rules, 1950, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:—

NEW JASON CLAUSE

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

and the charterers shall procure that all Bills of Lading issued under this Charter Party shall contain the same clause.

S. STRAKER & SONS LTD., 49 Fenchurch Street, E.C.3.

**WAR RISKS
CLAUSE**

"(1.) No Bills of Lading to be signed for any blockaded port and if the port of discharge be declared blockaded after Bills of Lading have been signed, or if the port to which the ship has been ordered to discharge either on signing Bills of Lading or thereafter be one to which the ship is or shall be prohibited from going by the Government of the Nation under whose flag the ship sails or by any other Government, the owner shall discharge the cargo at any other port covered by this Charterparty as ordered by the Charterers (provided such other port is not a blockaded or prohibited port as above mentioned) and shall be entitled to freight as if the ship had discharged at the port or ports of discharge to which she was originally ordered.

"(2.) The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly."

Printed and Sold by S. Straker & Sons Ltd., 49 Fenchurch Street, London, E.C.3.



A27-28. LETTER PHOCEAN SHIP
AGENCY LIMITED TO LLOYDS
REGISTER

EXHIBITS

A
Bundle of
correspondence
(not agreed)

PK/JMH

29th October 1973

Dear Sir,

re: MV MASTER STELIOS

A27-28. Letter
Phocean Ship
Agency Ltd. to
Lloyds Register

29th October
1973

10

We acknowledge with thanks receipt of your letter R/JMC/SH of the 24th instant regarding the Screwshaft Survey of the captioned vessel. Unfortunately, at this moment, we are not in a position to advise you when and where the Screwshaft Survey will be carried out. As you are, of course, aware, we have drydocked the vessel recently at Singapore for the purpose of dealing with the Screwshaft Survey, which, finally, was not carried out by Keppel Shipyard for reasons beyond our control and/or knowledge, despite that we have stemmed the drydocking with the above mentioned Yard, especially for the Screwshaft Survey.

20

However, as soon as their refusal to draw the Shaft has been made known to us, we have made enquiries with various other Shipyards at Singapore and Hong Kong but we have been unable to find any vacancy whatsoever.

Under these special circumstances, we shall be grateful if you will advise us what extension the committee will be prepared to give us for the Screwshaft Survey.

Yours faithfully,

PHOCEAN SHIP AGENCY LIMITED.

EXHIBITS

B18-20. LETTER, C.N.
WATSON TO D.L. NOMICOS

B
Agreed bundle
of correspon-
dence

2nd November 1973

B18-20. Letter,
C.N.Watson to
D.L.Nomicos
2nd November
1973

Dear Mr. Nomicos,
m.v.MASTER STELIOS

I observe from the letterhead of Phocean Shipping Agency Limited that you are a member of the Board of Directors and no doubt the sad events of the recent drydocking of MASTER STELIOS in Keppel Shipyard has been recounted to you. I feel therefore, that I should write to explain the shipyard's side of the matter.

10

We accepted the MASTER STELIOS into a tight drydocking programme on the 16th October. The Owners' first telex requested ordinary drydocking and screwshaft survey but a later telex giving the worklist amended the tailshaft item to read "take rudder and tailshaft wear-down and submit written record to this office".

The vessel docked during the early afternoon 16th October and on dock survey, the classification surveyor recommended renewal of rudder bushes, the clearances being obviously excessive. The tailshaft clearance was taken at the same time and were found to be on the margin for rewooding. As no Owners' representative had arrived, we immediately telexed Phocean in London advising them of the clearances and asking Owners to authorise the Master to make a decision on the repairs. The Owners' telex authorising the Master to put work in hand was received on the 17th October and some additional work was given out. The Owners' representative eventually arrived the evening of 17th October and he was met on board by our Shiprepair Manager. Some additional work was put in hand then but no decision was given on tailshaft work.

20

30

On the 18th October i.e. the third day in dock at approximately 5.30 p.m, the Owners' representative requested the Yard to carry out the tailshaft withdrawal. He was advised that at this late stage it would not be possible to take on the job as the dock was booked for a following vessel. Later that evening he raised the matter with me and later that night, Mr. Jansen - Technical Manager spoke to me from London by telephone. Mr. Jansen adopted an

40

aggressive and threatening manner which did nothing to help resolve the problem. He has since written to the Secretary of Lloyds and to his Agents in Singapore using expressions such as "Blackball" and asking these people to make official protests and publicise the matter. If I were to take Mr. Jansen seriously I would take legal action to defend our reputation.

EXHIBITS

B
Agreed bundle of correspondence

B18-20. Letter, C.N. Watson to D.L. Nomicos
2nd November 1973

(continued)

10

The ship was undocked the following day - 19th October with the tailshaft job not done. Yet she had spent 3 days in dock, adequate time to have done a tailshaft survey and rewooding if a decision had been made on the first day. We, of course, regret very much to have dissatisfied a customer but we feel we are the innocent party. The Owners' representative arrived two days late and after he arrived, he took another day to give instructions on what he should have realised was a critical job. As far as the classification surveyor's recommendations go, I have known cases where the Yard acted without Owners' clear instructions only to have the items disputed at a later date.

20

I hope that this letter will help clear up some of the misunderstandings that have arisen over this drydocking.

Yours sincerely,
Sd. C.N. Watson
(C.N. Watson)
MANAGING DIRECTOR

30

CNW:nc

A29. LETTER, LLOYDS REGISTER
TO PHOCEAN SHIP AGENCY LIMITED

A
Bundle of correspondence (not agreed)

Our ref: R/JMC/MPK
Your ref: PK/JMH

12th November 1973

Dear Sirs,

m.v. "MASTER STELIOS"

A29. Letter, Lloyds Register to Phocean Ship Agency Ltd.

12th November 1973

40

I acknowledge receipt of your letter dated the 29th October, the contents of which have been noted, and I would inform you that this case will receive the consideration of the Committee at their meeting on Friday the 16th November, and a further communication will be addressed to you.

Yours faithfully,
Signed. J.M. COOKE
for Classification Manager

EXHIBITS

B
Agreed bundle
of correspon-
dence

B21. LETTER, BLUEBIRD
MARITIME COMPANY LIMITED
TO PHOCEAN SHIP AGENCY LIMITED

B21. Letter,
Bluebird
Maritime Co.
Ltd. to
Phocean Ship
Agency Ltd.
12th November
1973

Our ref: ALH/ES
Technical Dept. 12th November, 1973

Messrs. Phocean Shipping
Agency Ltd.,
Kempson House,
35/37 Camomile Street,
London EC3A 7AH

10

Dear Sirs,

m.v. "MASTER STELIOS"
Drydocked at Singapore
16/18-10-73

We act as Agents in Greece of Messrs.
KEPPEL SHIPYARD (Private) Ltd., Singapore,
and in this capacity we are kindly requesting
you to let us have your point of view
regarding the misunderstandings that have
arisen over the drydocking of the subject
vessel.

20

Thanking you in anticipation.

Yours faithfully,

Signed. A.L.Himarios
Director.

B22. LETTER, PHOCEAN SHIP
AGENCY LIMITED TO BLUEBIRD
MARITIME COMPANY LIMITED

EXHIBITS

B
Agreed bundle
of correspon-
dence

15th November 1973

For the attention of Technical Department

B22. Letter,
Phocean Ship
Agency Ltd.to
Bluebird
Maritime Co.Ltd.

Dear Sirs,

15th November
1973

MV "MASTER STELIOS"

10 We have your letter of the 12th instant
regarding above vessel's drydocking at
Singapore. Inasfar as your request concerning
our views on the refusal to carry out the
Screwshaft survey - although duly advised and
in good time - copies of our correspondence on
this subject will reflect same succinctly.

The question of a misunderstanding can
inasfar as we are concerned be ruled out.

Appropriate action will also be taken
in order to recover the costs Owners are now
facing for re-drydocking.

20

Yours faithfully,
PHOCEAN SHIP AGENCY LIMITED
F.J. JANSEN
Technical Manager.

EXHIBITS

A

Bundle of
correspondence
(not agreed)

A30. LETTER, LLOYDS REGISTER
TO PHOCEAN SHIP AGENCY LIMITED

Our ref: R/TS/SH

16th November 1973

A30. Letter,
Lloyds Register
to Phocean Ship
Agency Ltd.

Dear Sirs,

"MASTER STELIOS"

16th November
1973

Further to my letter dated 12th November
1973 I inform you that this case has received
consideration by the Committee at their
meeting today who have stated that they are
agreeable to the postponement of the Tailshaft
Survey until some time before the end of April
1974 but not beyond that date.

10

Yours faithfully,

Signed

Classification Manager

DAILY DEPARTING SCHEDULE

DAY	DATE	KING'S DOCK		6no x 85'	381' x 45'	1135' x 50'	163' x 57'	176' x 55'	CHERMIN SLIPWAY	REMARKS
		INNER	OUTER	QUEEN'S DOCK	No. 1 DOCK	No. 2 DOCK	VICTORIA DOCK	ALBERT DOCK		
TUESDAY	1ST	PERMUNA 107	557' x 70'	LINDA CLAUSEN	ENCARNA	PACIFIC	IZHANA	ADIPONAY		ASCARVA DEP. CHANDRA PHEK DEP.
	2ND	do.		do.	do.	do.	do.	do.		MILAKA DEP. ARK.
	3RD	do.		do. 556' x 67' 6"	do.	do.	do.	BARY.		POLLO DEP. ADIPONAY DEP.
	4TH	CILDAM BARAM.	571' x 80'	DYNAMIC MARINER	out	do.	do.	do.		DYANMA ALAMANDA ARK.
	5TH	do.		do.	SRI PERLIS 115' x 30'	do.	do.	KOTA MACHAN		KOTA MACHAN ARK. FASAKAS DEP. SKI PERLIS ARK.
	6TH	do.		do.	do.	do.	do.	do.		CHIDAM BARI ARK. HAYLIN ARK.
	7TH	do.		do.	do.	do.	do.	do.		KALIMANTAN ARK.
	8TH	do.		do.	do.	do.	do.	do.		DYNAMIC MARINER DEP.
	9TH	do.		do.	do.	do.	do.	do.		MALAYSIA KITA ARK.
	10TH	out:		M.T. 542' x 64'	do.	do.	do.	do.		SINDONG DEP.
	11TH	BRITISH ENERGY 493' x 86' 5"		LINDA CLAUSEN	do.	do.	do.	do.		BRUCE TORRES DEP.
	12TH	do.		do.	do.	do.	do.	do.		SIA SUCCESS DEP.
	13TH	do.		do.	do.	do.	do.	do.		BRITISH ENERGY ARK. ESCO BENTENG ARK.
	14TH	do.		do.	do.	do.	do.	do.		ALAMANDA RETURNED
	15TH	out:		do.	do.	do.	do.	do.		CHANDRA PHEK DEP. KOTA MACHAN DEP. TONG TAU ARK.
	16TH	Malaysia Kita 532' x 72' 1/4"		do.	do.	do.	do.	do.		PACIFIC DEP. UNSEK MACHAN ARK. ESCO BENTENG ARK.
	17TH	do.		do.	do.	do.	do.	do.		CALCANS ARK. VASCO DA GAMA DEP. FAICA ARK.
	18TH	do.		do.	do.	do.	do.	do.		TASMANIA ARK.
	19TH	do.		do.	do.	do.	do.	do.		TASMANIA ARK.
	20TH	do.		do.	do.	do.	do.	do.		ALAMANDA DEP.
	21ST	Malaysia RAYA		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	22ND	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	23RD	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	24TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	25TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	26TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	27TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	28TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	29TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.
	30TH	do.		do.	do.	do.	do.	do.		LABUAN HARJI KINERJA ARK. RUMAH BANGSA ARK.

DAILY DRYDOCKING SCHEDULE

B79

S. 15

625

DATE	KING'S DOCK		QUEEN'S DOCK	No. 1 DOCK	No. 2 DOCK	VICTORIA DOCK	ALBERT DOCK	CHERMIN SLIPWAY	REMARKS
	INNER	OUTER							
MONDAY 13TH	EXON SEATTLE	666x87'3"	SILVER PALACE	DELOROS MT KABLING	PACIFIC GAS	CRUISING TAUHORA	MESSINA 118-24		DUNNAY ARR. ORINICO ARR.
TUESDAY 14TH	do		do	do	do	do	do		POOLZEE DEP. KORA SPINA DEP.
WEDNESDAY 15TH	do		do	M.T.	do	do	do		DELOROS MT KABLING D.P. MESSINA DEP.
THURSDAY 16TH	do		do	M.T.	do	do	do		PACIFIC GAS DEP. HAYAN ARR.
FRIDAY 17TH	do		do	M.T.	do	do	do		ESSO TURONG ARR. CRUISING TAUHORA D.P.
SATURDAY 18TH	do		do	do	do	do	do		TONG HOE ARR. DELOROS MT KABLING ARR.
SUNDAY 19TH	do		do	do	do	do	do		
MONDAY 20TH	do		do	do	do	do	do		
TUESDAY 21TH	do		do	do	do	do	do		
WEDNESDAY 22ND	do		do	do	do	do	do		
THURSDAY 23RD	do		do	do	do	do	do		
FRIDAY 24TH	do		do	do	do	do	do		
SATURDAY 25TH	do		do	do	do	do	do		
SUNDAY 26TH	do		do	do	do	do	do		
MONDAY 27TH	do		do	do	do	do	do		
TUESDAY 28TH	do		do	do	do	do	do		
WEDNESDAY 29TH	do		do	do	do	do	do		
THURSDAY 30TH	do		do	do	do	do	do		
FRIDAY 31ST	do		do	do	do	do	do		

DAILY DRYDOCKING SCHEDULE

DAY	DATE	KING'S DOCK		QUEEN'S DOCK	No. 1 DOCK 38' x 45'	No. 2 DOCK 43' x 50'	VICTORIA DOCK 34' x 51'	ALBERT DOCK 41' x 54'	CHERMIN SLIPWAY	REMARKS
		INNER	OUTER							
MONDAY	1ST	HEREFORDSHIRE		Tex Scandinavia	M.T.	M.T.	BIRJUSA	Taman		TONG SING DEP. ANA ARR. BIRJUSA ARR.
TUESDAY	2ND	do. 560' x 73'		do.	M.T.	M.T.	do	do. 307' x 46.3"		TESTAN DEP. PRIMA KING ARR. VOLA ARR. TAMAN DEP. HEREFORDSHIRE DEP.
WEDNESDAY	3RD	PRIMA KING		do.	M.T.	M.T.	do	do.		
THURSDAY	4TH	do. 437' x 60' 1/4"		do.	M.T. 281' x 52' 3/4"	M.T.	do	do.		PRIMA KING DEP. MALAYSIA ARR. KING MOON ARR. KOTA INTAN
FRIDAY	5TH	3A MALAYSIA		do.	KING MOON	M.T.	do	do. 317' x 51'		LOTUS ARR. LOTUS FLOWER DEP. (2ND) DEP. QUEENSVILLE ARR. GOLAR BALI ARR. RANTAU ARR.
SATURDAY	6TH	do. 464' x 68'		WONO SARI 508' x 66'	do.	M.T.	do.	do.		
SUNDAY	7TH	GOLAR BALI		do.	do.	M.T. 167' x 35'	do.	do.		
MONDAY	8TH	do.		do.	do.	RANTAU	do.	do.		
TUESDAY	9TH	do. 481' x 66' 3"		QUEENSVILLE 563' x 64'	do.	OUT.	KOTA INTAN 180' x 32'	do.		WONORATI DEP. KOTA INTAN ARR. BIRJUSA DEP. RANTAU DEP. CENTAUR ARR.
WEDNESDAY	10TH	CENTAUR		do.	out.	M.T.	do. 312' x 46'	do.		Malaysia DEP. TAKARI ARR. ANA DEP. QUEENSVILLE DEP. LICAMARRCK ARR.
THURSDAY	11TH	do.		do. 492' x 64'	M.T.	M.T.	TAKARI	do.		
FRIDAY	12TH	do.		LICAMARRCK	M.T. 211' x 40'	M.T. 211' x 40'	do.	do. 405' x 53' 3"		PERLIS ARR. UNIVERSAL LA ARR. GULF DRAMOND ARR. BENSTAC ARR.
SATURDAY	13TH	do.		do.	PERLIS	UNIVERSAL LA	do.	LUK CHAU		
SUNDAY	14TH	do.		do.	do.	do.	do.	do.		
MONDAY	15TH	do.		do.	do.	do.	do.	do.		
TUESDAY	16TH	do.		do.	do.	do.	do.	do.		
WEDNESDAY	17TH	do.		do.	do.	do.	do.	do.		
THURSDAY	18TH	do.		do.	do.	do.	do.	do.		
FRIDAY	19TH	do.		do.	do.	do.	do.	do.		
SATURDAY	20TH	do.		do.	do.	do.	do.	do.		
SUNDAY	21ST	do.		do.	do.	do.	do.	do.		
MONDAY	22ND	do.		do.	do.	do.	do.	do.		
TUESDAY	23RD	do.		do.	do.	do.	do.	do.		
WEDNESDAY	24TH	do.		do.	do.	do.	do.	do.		
THURSDAY	25TH	do.		do.	do.	do.	do.	do.		
FRIDAY	26TH	do.		do.	do.	do.	do.	do.		
SATURDAY	27TH	do.		do.	do.	do.	do.	do.		
SUNDAY	28TH	do.		do.	do.	do.	do.	do.		
MONDAY	29TH	do.		do.	do.	do.	do.	do.		
TUESDAY	30TH	do.		do.	do.	do.	do.	do.		

EXHIBITS

P1

SKETCH OF STERN TUBE
AND PROPELLER SHAFT

EXHIBITS

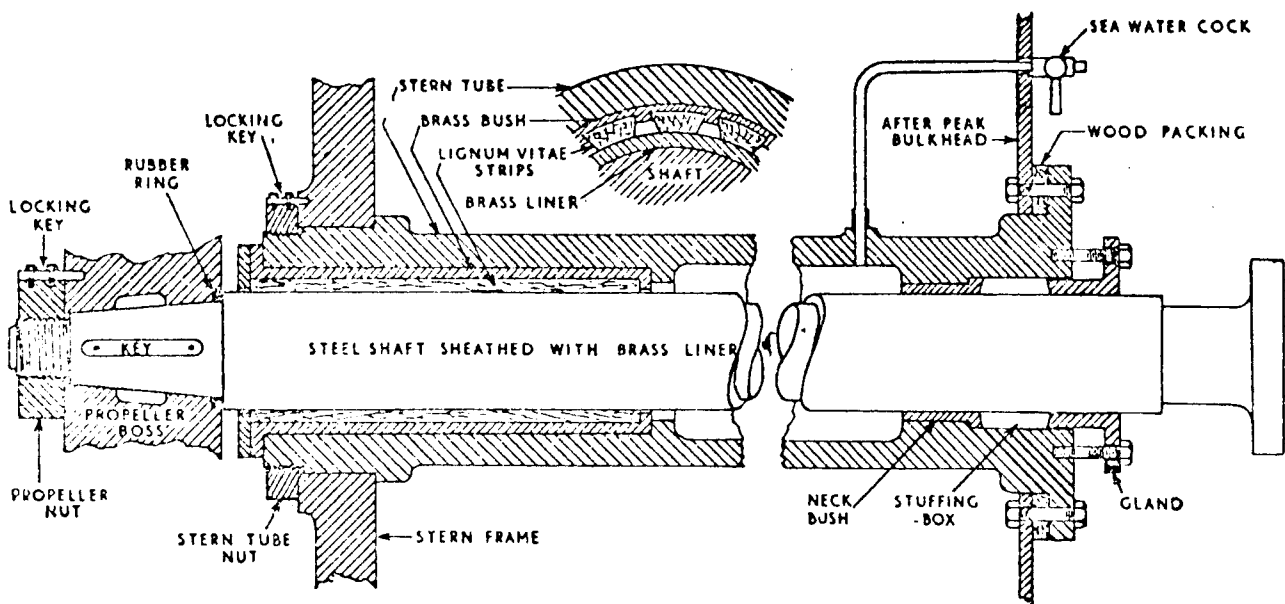
Plaintiff's
Documents

P1

Sketch of
Stern Tube and
Propeller
Shaft

Undated

P1



STERN TUBE AND PROPELLER SHAFT

Fig. 66

MAIN SHAFTING, PROPELLER, FUEL CONSUMPTION

131

A31. ADDENDUM No.1
TO CHARTERPARTY (P3)

EXHIBITS

ORIGINAL

A
Bundle of
correspondence
(not agreed)

KINGSLEY PARTNERS & COMPANY LTD.
Registered address:
KEMPSON HOUSE, 35/37 CAMOMILE STREET, LONDON
EC3A 7NS
Shipbrokers and Chartering Agents
17th January 1974

A31. Addendum
No.1 to
Charterparty
17th January
1974

10 ADDENDUM NUMBER ONE
M.V. "MASTER STELIOS"
CHARTERPARTY DATED 25TH OCTOBER, 1973

It is this day mutually agreed between
Owners and Charterers that, notwithstanding
the relevant provisions of the above mentioned
charterparty dated 25th October, 1974:

the charter period is extended with
delivery in direct continuation from time
of passing Muscat outbound under the
present charter

20 the increased period is twelve to fifteen
months

the rate of hire is U.S.\$3,250.- (Three
Thousand Two hundred and fifty United
States Dollars) daily including overtime

Owners have liberty to drydock the vessel
prior to April, 1974, at a time and place
to be mutually agreed

30 Off-hire periods may be added at the end
of the charter period, in Charterers'
option

All other terms, conditions, exceptions,
additions, deletions, etc. of or to the above
mentioned charterparty dated 25th October, 1973,
remain in force unaltered.

By Authority of Owners
PHOCEAN SHIP AGENCY LTD.

Sd: (Illegible)

40 As Agents only

M.Golodetz and
Company, Inc., as
Agents for Telfair
Shipping Corporation
for KINGSLEY PARTNERS
& CO. LTD.
Sd: (Illegible)
as Charterers' Agents only.

EXHIBITS

B
Agreed bundle
of correspon-
dence

B23. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO ASTILLEROS
ESPANOLES S.A.

17.4.74 12.40

B23. Telex,
Phocean Ship
Agency Ltd.to
Astilleros
Espanoles S.A.
17th April
1974

GD AFTERNOON PHOCEAN LDN HERE
FOR ONWARD TRANSMISSION TO YOUR SEVILLA YARD.
MV MASTER STELIOS OUR QUOTATION DATED 29TH
ULTIMO. KINDLY LET US HAVE SAME AS VESSEL
COMPLETING DISCHARGE 30TH ULTIMO 30TH INSTANT
CASABLANCA AND ADVISE IF YOU HAVE A DRYDOCK
AVAILABLE PERIOD 3RD - 4TH MAY CADIZ OR SEVILLE.
TKS=PHOKAIS

10

B25. Telex,
Phocean Ship
Agency Ltd.to
Astilleros
Espanoles S.A.

B25. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO ASTILLEROS
ESPANOLES S.A.

22nd April
1974

22.4.74 11.45

GD MORNING PHOCEAN LDN HERE
MV MASTER STELIOS

REF OUR LETTER FJJ/JMH OF MARCH 29TH.,
REGARDING DRYDOCKING OF ABOVE VESSEL, WHICH
NO REPLY HAS BEEN RECEIVED. WE SHALL APPRECIATE
IF YOU WILL ADVISE US WHETHER YOU HAVE A
DRYDOCK AVAILABLE. FOR YOUR GUIDANCE, VESSEL
MAY ARRIVE CADIZ MAY 1ST, THEREFORE, YR REPLY
BY RETURN TODAY WILL BE APPRECIATED = PHOKAIS

20

++
PHOKAIS LDN
CAN YOU PLEASE GIVE US SHIP'S CHARACTERISTICS??
MOM
THEY ARE ATTACHED TO OUR LETTER OF 29? MARCH
BUT WILL GIVE THEM TO YOU AGAIN NOW.

30

CLASS: LLOYDS + 100A1
TYPE: DRY CARGO TWEENDECKER
LENGTH: O.A.: 149.93 METRES
LENGTH: B.P.: 137.16 METRES
BEAM: 18.90 METRES
DRAUGHT: 8.89 METRES
D.W.TONNAGE: 12,907 TONS
VOLTAGE: 220 VOLT DC
AMPERAGE REQUIRED: 300

OK????
OK TKS REVERTING+++
TKS BIBI

40

B26. TELEX, ASTILLEROS
ESPANOLES S.A. TO PHOCEAN
SHIP AGENCY LIMITED

EXHIBITS
B
Agreed bundle
of correspon-
dence

CADIZ 22.4.74 N/4530
FROM THE REPAIRING COMMERCIAL SERVICE OF
ASTILLEROS ESPANOLES S.A.
RE: "MASTER STELIOS"

B26. Telex,
Astilleros
Espanoles S.A.
to Phocean Ship
Agency Ltd.

10

TKS FOR YOUR TELEX OF TODAY. PLEASE NOTE THAT
OUR CADIZ YARD IS UNABLE TO ATTEND YOUR INQUIRY
FOR THE REQUESTED DATES.
WE HAVE ALSO CONTACTED OUR MATAGORDA (CADIZ)
YARD WHO IS WILLING TO ATTEND. HOWEVER IN ORDER
TO SEE POSSIBILITIES FOR THE REQUESTED DATES
THEY ARE ASKING FOR THE FOLLOWING INFORMATION:

22nd April
1974

- 1) MINIMUM DRAFT WHICH THE SHIP MAY BRING
ON ARRIVAL.
- 2) AN IDEA ON THE WORKS TO BE DONE.

KINDLY REVERT SOONEST.
REGARDS.

20

B24. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO ASTILLEROS
ESPANOLES S.A.

B24. Telex,
Phocean Ship
Agency Ltd. to
Astilleros
Espanoles S.A.

22.4.74 1610

GD AFTERNOON PHOCEAN LDN HERE
RE: MV MASTER STELIOS

22nd April
1974

30

MANY TKS YR TLX N/4530 REGARDING DRYDOCKING OF
ABOVE VESSEL. VESSEL'S MINIMUM DRAFT ABOUT
18 FT.6INS. ANTICIPATED WORK IS VERY LITTLE WE
ONLY EXPECT SCRAPING AND BOTTOM PAINTING AND ALSO
TAILSHAFT TO BE DRAWN FOR CLASSIFICATION SOCIETY'S
SURVEY. PLEASE NOTE THE VESSEL IS NOW DRYDOCK-
ING IN ORDER TO CARRY OUT TAILSHAFT SURVEY ONLY.
KINDLY ADVISE SOONEST WE ARE ABLE TO ATTEND.

TKS=PHOKAIS

40

B27. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO ASTILLEROS
ESPANOLES S.A.

B27. Telex,
Phocean Ship
Agency Ltd. to
Astilleros
Espanoles S.A.

23.4.74

GD MORNING PHOCEAN LDN HERE
MV MASTER STERLIOS

23rd April
1974

WITH REFERENCE TO OUR TELEXES OF YESTERDAY'S
DATE, COULD WE PLEASE HAVE YOUR REPLY BY RETURN-
PHOKAIS

EXHIBITS

B
Agreed bundle
of correspon-
dence

B28. TELEX, ASTILLEROS
ESPANOLAS S.A. TO PHOCEAN
SHIP AGENCY LIMITED

B28. Telex,
Astilleros
Españolas SA.
to Phocean Ship
Agency Ltd.

23rd April
1974

PHOKAIS LDN
76022 ASTIL E

CADIZ 23.4.74 N/4536

MESSAGE FROM OUR MATAGORDA YARD.
SUBJECT: MASTER STELIOS

MANY THANKS FOR YOUR TELEX YESTERDAY RE
MINIMUM DRAFT OF SHIP UPON ARRIVAL. PLEASE
NOTE THAT REGRETFULLY WE CANNOT RECEIVE YOUR
VESSEL DUE TO THE TIDAL COEFFICIENT ON
REQUESTED DATE.
WE HAVE ALSO CONTACTED OUR SEVILLE YARD AND
THEY CANNOT RECEIVE VESSEL.

10

REGARDS

PHOKAIS LDN
76022 ASTIL E

OK PLS+ ??
.9.MOM

20

WHAT IS THE MINIMUM DRAFT YOU CAN RECEIVE
VESSEL???

MOM PLSWE HAVE MATAGORDA ON THE PHONE A MOM
PLS++

MAXIMUM DRAFT 14'6" DRAFT DIFFERENCE 3' OK PLS
DO YOU MEAN IT WILL BE ALL RIGHT IF THE VESSEL
ARRIVES WITH MAXIMUM DRAFT OF 14'6"??? YES
14'6" STERN 9 (OEEE OK++ WE SHALL RECHECK DRAFT
SINCE OUR FIGURE WAS FOR FULLY BALLASTED SHIP.
HOWEVER PLEASE ADVISE US WHETHER YOU CAN HAVE
A DRYDOCK AVAILABLE ON THE DATES INDICATED
YESTERDAY PROVIDED THE SHIP'S MAXIMUM DRAFT
WILL BE 14'6"???? WE HAVE TO GET ON CONTACT
AGAIN WITH MATAGORDA TO SEE POSSIBILITIES

30

OK WE SHALL REVERT LATER++
NO WE WILL STAND BY OK??? OK
M SORRY BUT IT IS JUST IMPOSSIBLE TO GET
MATAGORDA NOW WE SHALL TRY TO REVERT SOONEST
POSSIBLE OK+?? UNDERSTAND THANK YOU VERY MUCH
WILL YOU PLEASE TRY TO REVERT TODAY AROUND 2PM
LONDON TIME
OVER

40

YES WE WILL DO OUR BEST OK+?
OK TK U AND BIBI TIME BEING

B29. TELEX, ASTILLEROS
ESPANOLAS S.A. TO PHOCEAN
SHIP AGENCY LIMITED

EXHIBITS

B
Agreed bundle
of correspon-
dence

CADIZ 24.4.74 N/4544

HERE IS THE REPAIRING COMMERCIAL SERVICE OF
ASTILLEROS ESPANOLAS S.A.

RE: "MASTER STELIOS"

B29. Telex,
Astilleros
Españolas S.A.
to Phocean
Ship Agency Ltd.

10

OUR MATAGORDA YARD INFORMING THAT DUE TO SOME
IMPORTANT UNFORESEEN JOBS ARISEN ON THE SHIP
AT PRESENT IN DOCK, DIEEE DESPITE THEIR EFFORTS
TO ATTEND YOUR REQUEST. THEY REGRETFULLY
CANNOT RECEIVE YOUR VESSEL ON REQUESTED DATE.
THEY WONDER WHETHER LATER DATE WOULD SUIT YOU.
KINDLY REVERT IF INTERESTED.

24th April
1974

REGARDS
76022 ASTIL E
PHOKAIS LDN

20

PLEASE ADVISE WHICH IS THE EARLIEST DATE YOU CAN
RECEIVE VESSEL???
MOM CONTACTING MATAGORDA++
REVERTING SOONEST OK+?
OK

B30. TELEX, LISNAVE TO
PHOCEAN SHIP AGENCY LIMITED

B30. Telex,
Lisnave to
Phocean Ship
Agency Ltd.

24.4.74 1718 MR. 15622/AMC
M.V. "MASTER STELIOS"

24th April
1974

RYT OF 24/4/74

30

THANKS FOR THE ENQUIRY
JUDGING FROM OUR TODAY'S DRYDOCKING PROGRAM WE
WILL HAVE POSSIBILITY TO ACCOMMODATE VESSEL FOR
DOCKING BEGINNING JUNE. KINDLY LET US KNOW
IF THAT DATE IS AGREEABLE FOR YOU.

REGARDS =
LISNAVE

EXHIBITS

B
Agreed bundle
of correspon-
dence

B31-32. TELEX, PHOCEAN
SHIP AGENCY LIMITED TO
LISNAVE

24.4.74 11.40

GD MORNING PHOCEAN LDN HERE

B31-32. Telex,
Phocean Ship
Agency Ltd.to
Lisnave

24th April
1974

COULD YOU PLEASE LET US HAVE YOUR ESTIMATE FOR
THE FOLLOWING ADEE AND ADVISE US WHAT IS THE
EARLIEST YOU HAVE A DRYDOCK AVAILABLE.

MV MASTER STELIOS

CLASS: LLOYDS + 100A1

TYPE: DRY CARGO TWEENDECKER

LENGTH O.A. : 149.93 METRES

LENGTH B.P. : 137.16 METRES

BEAM: 18.90 METRES

DRAUGHT: 8.89 METRES

D.W.TONNAGE: 12,907 TONS

VOLTAGE: 220 VOLT DC

AMPERAGE REQUIRED: 300

10

REPAIR LIST

DRYDOCK, SHORE, UNSHORE AND UNDOCK VESSEL
INCLUDING FIRST DAY DRYDOCK DUES. DRYDOCK
DUES FOR 2ND AND SUBSEQUENT DAYS. CONNECT UP,
SUPPLY REFRIGERATOR COOLING WATER AND DISCONNECT
ON COMPLETION OF DRYDOCK WORK. DAILY SUPPLY
RATE. CONNECT UP AND SUPPLY WATER FOR FIRE
LINES AND DISCONNECT ON COMPLETION OF DRYDOCK
WORK. DAILY SUPPLY AND ATTENDANCE RATE.

20

CONNECT UP ON SHORE CONNECTION AND DISCONNECT
ON COMPLETION OF DRYDOCK WORK POWER AND LIGHT
SUPPLIES. KW/HOUR CHARGE. POWER HOSE BOOTTOP
AND BOTTOM PLATING AND SCRAPE DOWN MARINE
GROWTH, INCLUDING STAGING AS REQUIRED. HOSE
DOWN WITH FRESH WATER PRIOR TO COATING, IF SO
REQUIRED BY SUPERINTENDENT. DRAW TAILSHAFT
FOR SURVEY AND REFIT, INCLUDING STAGING.
REWOOD STERN BUSH TOP AND BOTTOM WITH SEASONED
LIGNUM VITAE. BOTTOM-ANTI CORROSIVE AND ANTI
FOULING. TOUCH UP ONLY, IF SO REQUIRED BY
SUPERINTENDENT.

30

BOOTTOP BELT - BOOTTOP GREEN, INCLUDING STAGING,
TOUCH UP IF SO REQUIRED BY SUPERINTENDENT.
RENEW PIPE WORK (BILGE/BALLAST LINES) PER
RUNNING METRE, EXCLUDING REMOVAL/REFITTING -
STRAIGHT SECTIONS 2.1/2", 3", 4", 6" AND 8"
BORE.
CRANE HIRE PER HOUR.

40

ANTICIPATED WORK IS VERY LITTLE. TAILSHAFT
SURVEY IS ALSO TO BE DRAWN FOR CLASSIFICATION
SOCIETY.??

WE LOOK FORWARD TO RECEIVING YOUR ANSWER AS
SOON AS POSSIBLE.

50

TKS=PHOKAIS

B33-35. TELEX, PHOCEAN
SHIP AGENCY LIMITED TO
CHANTIERS ET ATELIERS DU
MAROC

EXHIBITS
B
Agreed bundle
of correspon-
dence

25.4.74 11.45

GD MORNING PHOCEAN LDN HERE

COULD YOU PLEASE LET US HAVE YOUR ESTIMATE
FOR THE FOLLOWING AND ADVISE US WHETHER YOU
HAVE A DRYDOCK AVAILABLE FOR 29TH APRIL 1974.
V MASTER STELIOS

B33-35. Telex,
Phocean Ship
Agency Ltd. to
Chantiers et
Ateliers du
Maroc

25th April 197

KK
PHOKAIS LDN

MV MASTER STELIOS MOM SVP+++
MV MASTER STELIOS OM SVP MOM PLS

COULD YOU TELL US WHAT EXACTLY YOU NEED TO DO+++
TAPE BROKEN TRYING TO RESEND

: LLOYDS + 100A1
TYPE: DRY CARGO TWEENDECKER
LENGTH: O.A. : 149.93 METRES
LENGTH B.P. : 137.16 METRES
BEAM: 18.90 METRES
DRAUGHT: 8.89 METRES
D.W. TONNAGE: 12,907 TONS
VOLTAGE: 220 VOLT DC
AMPERAGE REQUIRED: 300

REPAIR LIST

DRYDOCK, SHORE, UNSHORE AND UNDOCK VESSEL
INCLUDING FIRST DAY DRYDOCK DUES.
DRYDOCK DUES FOR 2ND AND SUBSEQUENT DAYS.
CONNECT UP, SUPPLY REFRIGERATOR COOLING WATER
AND DISCONNECT ON COMPLETION OF DRYDOCK WORK.
DAILY SUPPLY RATE.
CONNECT UP AND SUPPLY WATER FOR FIRE LINES AND
DISCONNECT ON COMPLETION OF DRYDOCK WORK. DAILY
SUPPLY AND ATTENDANCE RATE.
CONNECT UP ON SHORE CONNECTION AND DISCONNECT ON
COMPLETION OF DRYDOCK WORK POWER AND LIGHT SUPPLIES.
KW/HOUR CHARGE. POWER HOSE BOOTTOP AND BOTTOM
PLATING AND SCRAPE DOWN MARINE GROWTH, INCLUDING
STAGING AS REQUIRED. HOSE DOWN WITH FRESH WATER
PRIOR TO COATING, IF SO REQUIRED BY SUPERINTEN-
DENT. DRAW TAILSHAFT FOR SURVEY AND REFIT.
INCLUDING STAGING. REWOOD STERN BUSH TOP AND
BOTTOM WITH SEASONED LIGNUM VITAE. BOTTOM - ANTI
CORROSIVE AND ANTI FOULING. TOUCH UP ONLY, IF
SO REQUIRED BY SUPERINTENDENT.
BOOTTOP BELT - BOOTTOP GREEN, INCLUDING STAGING.
TOUCH UP IF SO REQUIRED BY SUPERINTENDENT.
RENEW PIPE WORK (BILGE/BALLAST LINES) PER RUNNING
METRE, EXCLUDING REMOVAL/REFITTING - STRAIGHT
SECTIONS 2.1/2", 3", 4", 6" AND 8" BORE.

EXHIBITS

B
Agreed bundle
of correspon-
dence

B33-35. Telex,
Phocean Ship
Agency Ltd. to
Chantiers et
Ateliers du
Maroc

25th April 1974
(continued)

CRANE HIRE PER HOUR.
ANTICIPATED WORK IS VERY LITTLE. TAILSHAFT
SURVEY IS ALSO TO BE DRAWN FOR CLASSIFICATION
SOCIETY.
COULD WE HAVE YR ANSWER NOW PLEASE IF
POSSIBLE???

CORRECTION: FIRST LINE AFTER MV MASTER STELIOS
SHOULD READ:
CLASS: LLOYDS + 100A1

IT IS NOT POSSIBLE TO GIVE YOU ANSWER AT THIS 10
MOMENT BUT WE SHALL CONTACT THE DRYDOCK OFFICE
TO HAVE INQUIRIES ABOUT THE DRYDOCK AND AFTER
WE ANSWER YOU AS SOON AS POSSIBLE++++

WHAT IS YOUR TELEX NUMBER PLEASE+++

OUR TELEX NUMBER IS 886878

COULD YOU PLEASE LET US HAVE AN ANSWER BY THIS
AFTERNOON LATEST???

OK WE SHALL TRY +++

OK TKS
BIBI 20
BIBI

B36. Telex,
Astilleros
Españoles S.A.
to Phocean Ship
Agency Ltd.
25th April 1974

B36. TELEX, ASTILLEROS
ESPANOLAS S.A. TO PHOCEAN
SHIP AGENCY LIMITED

CADIZ 25.4.74 N/4553

FROM THE REPAIRING COMMERCIAL SERVICE OF
ASTILLEROS ESPANOLAS:
RE: "MASTER STELIOS"

FOLLOWING YOU 30
WISHED WE HAVE CONTACTED OUR SEVILLA YARD WHICH
IS INFORMING THAT THEY COULD RECEIVE VESSEL ONLY
FROM THE 18TH OF MAY. PLEASE INFORM IF
INTERESTED.
WE COULD ALSO TRY OUR YARDS IN NORTH SPAIN, IF
INTERESTED.
PLEASE REVERT.
REGARDS.

76022 ASTIL E
PHOKAIS LDN OK RCD PSE???

THKS BUT 18TH TOO LATE PLEASE TRY NORTH SPAIN 40
AND ADVISE US SOONEST
OVER
OK REVERTING ASAP++
THKS BI

B37. TELEX, ASTILLEROS
ESPANOLES S.A. TO PHOCEAN
SHIP AGENCY LIMITED

EXHIBITS

B
Agreed bundle
of correspon-
dence

CADIZ 25.4.74 N/4554

FROM THE REPAIRING COMMERCIAL SERVICE
OF ASTILLEROS ESPANOLES S.A.
RE: "MASTER STELIOS"

B37. Telex,
Astilleros
Españos S.A.
to Phocean Ship
Agency Ltd.

25th April 1974

10

FOLLOWING OUR TELEX CORRESPONDENCE ON THE
MATTER WE HAVE CONTACTED OUR NORTHERN YARDS
AND MUST INFORM YOU THAT OUR SESTAO YARD
(BILBAO) COULD ATTEND VESSEL ONLY FROM THE
25th MAY.

WE REGRET NO BETTER POSSIBILITIES CAN BE
OFFERED TO YOU. PLEASE LET US KNOW WHETHER WE
MUST CANCEL RESERVATION AT MATAGORDA FOR THE
20TH MAY.
REGARDS.

76022 ASTIL E
PHOKAIS LDN

20

ONE MOM PLS
THKS HOWEVER THIS TOO LATE THANKS
OVER

OK TKS MUST WE CANCEL THEN THE BOOKING AT
MATAGORDA FOR THE 20TH MAY???

YES PLS DO
OVER

OK TKS WE HOPE TO SERVE YOU SOME OTHER TIME.
NOTED BIBI FOR NOW

30

B38. TELEX, GOLODETZ TO
KINGSLEY PARTNERS & COMPANY
LIMITED

B38. Telex,
Golodetz to
Kingsley
Partners & Co.
Ltd.

APR 25. 1974
BOX/PETERS

25th April 1974

40

MASTER STELIOS - WE DON'T KNOW WHAT TO SAY ABOUT
THE D/D PROBLEM. AS FAR AS WE ARE CONCERNED WE
HAD THE SHIP IN MIND FOR 1/31 MAY EX SANTOS.
RATHER THAN ROTTERDAM WE WOULD PREFER RIO AS A
D/D PORT. ON THE OTHER HAND IF WE COULD SEE A
TIMELY REPLACEMENT SHIP IT WOULDN'T MAKE MUCH
DIFFERENCE? IF IT WOULD HELP, WE ARE WILLING TO
COMMIT THE SHIP TO BALLAST TO SANTOS WITH THE
IDEA OF D/D IN RIO ENROUTE. LET ME KNOW SOONEST
AND WE'LL NOMINATE THE SHIP WITH AN ETA SANTOS
THAT PROVIDES FOR WHATEVER NUMBER OF DAYS THE
OWNER ESTIMATES FOR D/D (BASIS RIO). WE ARE NOT
TOO HAPPY ABOUT THE PROSPC OF REPLACING OUT OF

EXHIBITS

B
Agreed bundle
of correspon-
dence

THE MARKET SINCE IT LOOKS A LITTLE THING AND
WE PROBABLY WOULD HAVE TO FACE IN EXCESS OF
US 7000 DAILY.

END

B38. Telex,
Golodetz to
Kingsley
Partners & Co.
Ltd.

25th April 1974

(continued)

B39. Telex,
Phocean Ship
Agency Ltd. to
Astilleros
Españoles S.A.

25th April 1974

B39. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO ASTILLEROS
ESPANOLAS S.A.

25.4.74

GD MORNING PHOCEAN LDN HERE
MV MASTER STELIOS

10

COULD YOU PLEASE ADVISE US NOW THE EARLIEST
DAY MATAGORDA SHIPYARD MAY RECEIVE THE ABOVE
VESSEL???

GD MORNING WE HAVE TRIED ALL MORNING TO
CONTACT YOU WE ARE PASSING NOW MATAGORDA
MESSAGE++

B39. Telex,
Astilleros
Españoles S.A.
to Phocean
Ship Agency Ltd.

25th April 1974

B39. TELEX, ASTILLEROS
ESPANOLAS S.A. TO PHOCEAN
SHIP AGENCY LIMITED

CADIZ 25.4.74 N/4551

20

FROM THE REPAIRING COMMERCIAL SERVICE OF
ASTILLEROS ESPANOLAS S.A.
RE: "MASTER STELIOS"

MESSAGE FROM OUR MATAGORDA (CADIZ) YARD:
EARLIEST DATE WE COULD RECEIVE VESSEL ABOUT
20TH MAY, KEEPING DRAFT OF 14'6" AFT -
049=8'89-)?99 (8, @%94 .3589.3.

PHOKAIS LDNFE

ARE YOU RECEIVING ME WELL PSE?? YES ALTHOUGH
WE HAVE STARTED RECEIVING NUMBERS
OK I REPEAT BY HAND OK??? OK

30

B40. TELEX, ASTILLEROS
ESPANOLES S.A. TO PHOCEAN
SHIP AGENCY LIMITED

EXHIBITS

B
Agreed bundle
of correspon-
dence

CADIZ 25.4.74 N/4551

FROM THE REPAIRING COMMERCIAL SERVICE OF
ASTILLEROS ESPANOLES S.A.
RE: "MASTER STELIOS"

B40. Telex,
Astilleros
Espanoles S.A.
to Phocean Ship
Agency Ltd.

25th April 1974

10

MESSAGE FROM OUR MATAGORDA (CADIZ) YARD:
EARLIEST DATE WE COULD RECEIVE VESSEL ABOUT
20TH MAY KEEPING DRAFT OF 14'6" AFT
PROVISIONAL BOOKING FOR MENTIONED DATE MADE.
PLEASE INFORM IF INTERESTED.
REGARDS.

PHOKAIS LDN
76022 ASTIL E OK NOW DUE??? V YES OK

COULD YOU HOLD MOM OK++
WE ARE AFRAID 20TH MAY IS TOO LATE.
OK

20

IS IT POSSIBLE FOR YOU TO MAKE ENQUIRIES AND
ADVISE US WHAT OTHER SHIPYARD OF ASTILLEROS
ESPANOLES GROUP MAY RECEIVE THE VESSEL ON DATES
INDICATED. YOUR IMMEDIATE REPLY TO ENABLE US
TO PROGRAMME THE VESSEL WILL BE GREATLY
APPRECIATED. WOULD YOU BE INTERESTED IN OUR
SEVILLA YARD???

YES

OK WE CAN ASK POSSIBILITIES THERE AND WILL
REVERT+++

OK TKS VERY MUCH AND BIBI

30

B41. TELEX, CHANTIERS ET
ATELIERS DU MAROC TO
PHOCEAN SHIP AGENCY LIMITED

B41. Telex,
Chantiers et
Ateliers du
Maroc to
Phocean Ship
Agency Ltd.

MESSAGE NO 450/74 DATED OF 26/4/74

CHANTIERS ET ATELIERS DU MAROC HERE
GOOD AFTERNOON

26th April 1974

WE REGRET TO HAVE TO INFORM YOU THAT WE CAN'T
REPAIR YOUR SHIP. NO DRYDOCK SPACE AVAILABLE
FOR ABOUT A MONTH.

EXHIBITS

B42. TELEX, BARIMER TO
PHOCEAN SHIP AGENCY LIMITED

B
Agreed bundle
of correspon-
dence

26.4.74
GOOD AFTERNOON
MASTER STELIOS

B42. Telex,
Barimer to
Phocean Ship
Agency Ltd.
26th April 1974

UNDERSTAND FROM SCOM (DRYDOCK CO.) THAT THE
DOCK IS FULLY BOOKED UP FOR NEXT FEW WEEKS.
HOWEVER TO ENABLE US TO INVESTIGATE FURTHER
WITH THEM WILL YOU ADVISE FOR WHAT PURPOSE
DRYDOCKING IS REQUIRED AND APPROX LENGTH OF
STAY. HOLDING FOR REPLY ON TELEX NOW+++

10

WHA V

MOM

IT IS ONLY FOR A TAILSHAFT SURVEY THAT MEANS
THE PROPELLOR TO CKOME OUT TAIL SHAFT TO BE
MAGNOPLUXED AND THEN RE ERECTED WE ANTICIPATE
THAT NORMALLY THIS WORK TAKES ABOUT FOUR DAYS
OVER

OK SHALL CHECK WITH THEM AGAIN AND REVERT BUT
DON'T THINK MUCH HOPE.

20

+++

OK WE SHALL STAND BY PLEASE REVERT TO DAY
TK U AND BIBI TIME BEING

OK BIBI

B43. Telex,
Barimer to
Phocean Ship
Agency Ltd.

B43. TELEX, BARIMER TO
PHOCEAN SHIP AGENCY LIMITED

26th April 1974

26.4.74
GOOD AFTERNOON AGAIN
MASTER STELIOS

REGRET DRYDOCK CO SAY CANNOT ACCOMMODATE UNTIL
MONTH OF JUNE AS HAVE TO GIVE PRIORITY TO
VESSELS OF MOROCCAN NAVY AND TO DREDGER OF
PUBLIC WORKS DEPARTMENT.

30

B44. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO IHICO RIO

EXHIBITS

B

Agreed bundle
of correspon-
dence

GOOD AFTERNOON PHOCEAN SHIP AGENCY LONDON HERE
CAN YOU PLEASE ADVISE US NOW WHETHER YOU HAVE
DOCKING SPACE AVAILABLE FOR THE 12/14TH MAY
VESSEL'S PARTICULARS

B44. Telex,
Phocean Ship
Agency Ltd. to
Ihico Rio
26th April 1974

10

LOA 149.93 METRES
LBP 137.16 "
BEAM 18.90 "
DRAFT 8.89 "
DW TONNAGE 12900 TONS

OVER

O SORRY RIGHT NOW IS IMPOSSIBLE. LATER WILL
CALL OK?

YES OK TKS AWAIT YOU CALL+

BY

B45. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO IHICORIO

B45. Telex,
Phocean Ship
Agency Ltd. to
Ihico Rio

GOOD AFTERNOON PHOCEAN SHIP AGENCY LONDON HERE
26.4.74

26th April 1974

20

REGARDING OUR TELEX OF THIS AFTERNOON RE:
DOCKING SPACE FOR 12/14TH MAY WE WOULD
APPRECIATE IT VERY MUCH IF YOU COULD REPLY
WITHIN ONE HOUR. IS THIS POSSIBLE PLSE

MOM PLS

TKS

NOT YET POSSIBLE
AS SOON AS I HAVE A REPLY WILL SEND OK+ ?

CAN U GIVE ME AN IDEA WHEN

30

WELL ABOUT 14.00 RIO TIME MAY BE OR UNTIL
17.30+?

MOM

EXHIBITS

B

Agreed bundle
of correspon-
dence

B46. Telex,
Phocean Ship
Agency Ltd. to
Unidos Rio

26th April 1974

B46. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO UNIDOS RIO

26.4.74 1410

GOOD AFTERNOON PHOCEAN SHIP AGENCY LONDON HERE

CAN YOU PLEASE ADVISE US NOW WHETHER YOU HAVE
DOCKING SPACE AVAILABLE FOR THE 12/14TH MAY
VESSELS PARTICULARS

LOA 149.93 METRES
LBP 137.16 METRES
BEAM 18.90 METRES
DRAFT 8.89 METRES
DW TONNAGE 12900 TONS

10

OVER

WE WILL HAVE TO CONSULT OUR DEPT CONCERNED
THEREFORE PLS GIVE US YOUR TLX NR SO THAT
WE MAY REVERT SOONEST

OUR TELEX NO IS LONDON 886878 WILL YOU PLEASE
REVRT IN ABOUT TWO HOURS IF POSSIBLE SINCE
OUR OFFICE IS CLOSING AND WE WANT TO PLAN
THE VESSEL

20

OVER

OK UNDERSTOOD WILL REVERT AS SOON AS POSSIBLE
WITHIN TWO HOURS TIME

B47. Telex,
Unidos Rio to
Phocean Ship
Agency Ltd.

26th April 1974

B47. TELEX, UNIDOS RIO TO
PHOCEAN SHIP AGENCY LIMITED

RIO 434
OUR NR 224
RIO, APRIL 26, 1974
PHOKAIS LONDON TX NR 886878

ACCORDING OUR PROGRAM DOCK WILL NOT BE
AVAILABLE AT DATES DESIRED.
WILL REVERT IF ANY CHANGES OCCUR.

30

THANKS

UNIDOS

HOW RCVD PLS+?
LIVRECD OK NOW TKS
TKS ALSO BIBI
PHOKAIS LDN

B48. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO IHICO RIO

27.4.74 1305

GOOD MORNING PHOCEAN SHIP AGENCY LONDON HERE

COULD YOU PLS REPLY OUR TELEX OF YESTERDAY
REGARDING DOCKING SPACE FOR MAY 12/14

OVER

EXHIBITS

B

Agreed bundle
of correspon-
dence

B48. Telex,
Phocean Ship
Agency Ltd. to
Ihico Rio

27th April 1974

B48. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO IHICO RIO

10

27.4.74 1320

GOOD MORNING PHOCEAN LONDON HERE

RE OUR TELEX OF YESTERDAY REGARDING DOCKING
SPACE WOULD YOU PLS REPLY DURING THE WEEKEND
BY URGENT TELEGRAM OUR CABLE ADDRESS = PHOKAIS
LONDON EC3 =

B.48 Telex,
Phocean Ship
Agency Ltd. to
Ihico Rio

27th April 1974

B49. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO IHICORIO

20

GOOD MORNING PHOCEAN LONDON HERE

COULD YOU PLS REPLY TO OUR TELEX OF YESTERDAY
REGARDING DOCKING SPACE FOR MAY 12/14

OVER

IHICO RIO

OUR TELEX NO 886878 REVERT SOONEST

B49. Telex,
Phocean Ship
Agency Ltd. to
Ihico Rio

28th April 1974

EXHIBITS

F
Agreed bundle
of correspon-
dence

B50. TELEX, PHOCEAN SHIP
AGENCY LIMITED TO IHICO RIO
WITH REPLY

29.4.74 1430

B50. Telex,
Phocean Ship
Agency Ltd.to
Ihico Rio with
reply

29th April
1974

GOOD MORNING PHOCEAN SHIP AGENCY LONDON HERE
REFERENCE OUR TELEX OF THE 26TH INSTANT
REGARDING DOCKING SPACE FOR MAY 12/14TH CAN
YOU PLS GIVE US A REPLY

OVER

DEAR OPR

ALL WE HAVE TO DO IS WAIT FOR OUR SALES DEPT.
DECISION I CAN NOT ADVANCE ANYTHING OK?

O TKU VERY MUCH AND PLS ASK YOUR SALES DEPT
SINCE THEY HAVE PROMISED TO LET US HAVE A REPLY
BY 1730 LST FRIDAY TK U AND BIBI FROM US

OK NOT ATL ALL BY
PHOKAIS LDN
IHICO RIO

10

A
Bundle of
correspondence
(not agreed)

A32-33. PORTLOG STATEMENT
OF ROTTERDAM STEAMSHIP
COMPANY LIMITED

20

A32-33.
Portlog State-
ment of Rotter-
dam Steamship
Co.Ltd.
13th May 1974

PORTLOG STATEMENT
PER
m.v. "MASTER STELIOS"

Vessel passed Hook
of Holland inwards : 5th May 1974 at 08.30
hours

Vessel berthed
alongside R.D.C. : 5th May 1974 at 10.30
hours

30

Vessel shifted to
Drydock Nr.9 : 6th May 1974 at 07.30
hours

Vessel entered
Drydock Nr.9 : 6th May 1974 at 08.55
hours

Vessel dry on blocks : 5th May 1974 at 09.40
hours

Repairs started : 6th May 1974 at 09.40
hours

40

Vessel refloated : 10th May 1974 at 12.00
hours

	Vessel undocked	:	10th May 1974 at 12.35 hours	<u>EXHIBITS</u>
	Vessel berthed R.D.M. Middenstoiger	:	10th May 1974 at 13.35 hours	A Bundle of correspondence (not agreed)
	Bunkering started	:	10th May 1974 at 14.30 hours	
	Bunkering completed	:	10th May 1974 at 20.30 hours	A32-33. Portlog State- ment of Rotter- dam Steamship Co.Ltd.
10	Repairs completed	:	10th May 1974 at 21.00 hours	
	Vessel sailed for Santos	:	10th May 1974 at 21.30 hours	13th May 1974 (continued)
	Vessel passed Hook of Holland outwards	:	10th May 1974 at 23.40 hours	
	Bunkers on arrival	:	Fuel 277 Diesel 59 m/t	
20	Bunkers replenished by Esso	:	Fuel 485 Diesel 70 l/t	
	Bunkers on sailing	:	Fuel 760 Diesel 120 m/t	
	aft on arrival	:	FWD 10'00" AFT 13'00"	
	aft on sailing	:	FWD 10'00" AFT 14'05"	

ROTTERDAM, 13th May 1974

ROTTERDAM STEAMSHIP COMPANY LTD.

As Agents only

EXHIBITS

A34-35. INVOICE No.61 OF
M. GOLODETZ & COMPANY INC.

A
Bundle of
correspondence
(not agreed)

A34-35
Invoice No.61
of M.Golodetz
& Co.Inc.

23rd May 1974

DEPT.

DATE May 23, 1974

M/S MASTER STELIOS A/O OWNERS
C/O KINGSLEY PARTNERS & CO.LTD.
KEMPSON HOUSE
35/37 CAMOMILE STREET
LONDON EC3A 7NS
ENGLAND

INVOICE NO.61

CONTRACT NO:
T/C/P - 10/25/73

M/S MASTER STELIOS
Voyage # # 3 10

TERMS: TELFAIR SHIPPING CORPORATION

TO: PROFORMA CHARTER
HIRE - FIRST HALF -
EIGHTH MONTH

FROM 0700 5/26/74
TO 1900 6/10/74

15½ days @ \$3250.00 \$50,375.00

LESS: Off Hire as per
attached statements
14 days 8 hours 48
minutes @ 3250.00

\$46,691.45

20

\$ 3,683.55

LESS: 3 3/4% Address
Commission

138.13

LESS: 1¼% Brokerage
(Kingsley)

46.04 184.17

\$ 3,499.38

LESS: Bunkers consumed
off hire as per
attached statement

30

138.12 T IFO

1000 @ \$81.05 11,194.63

14.03 T Diesel
115.45

1,619.76 12,814.39

9,315.01

PLUS: Gratuities/
Cables (Voy.II)

407.82

8,907.19

LESS: Owners Disburse-
ments Basrah -
Voyage/2

8,663.71

2½% Commission

216.59

Due Charterers \$17,787.49

40

DEBITED TO YOUR ACCOUNT

MASTER STELIOS
OFF HIRE STATEMENT

EXHIBITS

A
 Bundle of
 correspondence
(not agreed)

VESSEL OFF HIRE FROM
 SAILING CASABLANCA 1530 4/30/74

VESSEL ON HIRE SAILING
 ROTTERDAM 2335 5/10/74
 10 days 8 hours 5 minutes

A34-35
 Invoice No.61
 of M.Golodetz
 & Co.Inc.

10

PLUS DIFFERENTIAL IN SAILING TIME
 ROTTERDAM TO SANTOS 5446 miles
 CASABLANCA TO SANTOS 4191 miles
 DIFFERENCE 1255 miles
 @ 312 = 4 days 0 hours 43 minutes

23rd May 1974
 (continued)

TOTAL OFF HIRE TIME 14 days 8 hours 48 minutes

BUNKERS

FUEL

DIESEL

BUNKERS SAILING
 ROTTERDAM 760 T 128 T

LESS SUPPLIED AT
 ROTTERDAM 484.7 T 70

DIFFERENCE 275.3 T 58 T

20

BUNKERS SAILING
 CASABLANCA 337 T 66 T

CONSUMED 61.7 T 8 T

PLUS DIFFERENTIAL
 IN SAILING TIME
 (4,02243 at 19T
 FO/1½ TDO) 76.42 T 6.03 T

138.12 14.03 T

138.12 T IFO 1000 @ \$81.05 \$11,194.63
 14.03 T Diesel 115.45 1,619.76

30

\$12,814.39

EXHIBITS

A36. INVOICE No.075973
OF HEMPEL'S MARINE PAINTS

A
Bundle of
correspondence
(not agreed)

HEMPEL'S MARINE PAINTS
J.C. HEMPEL'S SKIBSFARVE - FABRIK A/S
POSTBOX 280-LUNDTOFTEVEJ 150-DK-2800
LYNGBY, COPENHAGEN, DENMARK

A36.Invoice
No.075973 of
Hempel's Marine
Paints

AND OWNERS M/S MASTER STELIOS

24th May 1974

PHOCEAN SHIP AGENCY LTD. Invoice date: 24.05.74
KEMPSON HOUSE

Illegible

35/37 CAMOMILE STREET
LONDON E.C.3.
UNITED KINGDOM

Please refer to both
invoice and account
number when effecting
payment, Final Due Date:
24.06.74

Savel Fakturannummer Som
Kontonummer bedes anfort
ved indbetaling Forfalds-
dato: 24.06.74

I N V O I C E NO. 075973

Account No. Delivery From our Stock/
Date Date Factory in 20
174402 9.05.74 ROTTERDAM

Place of Delivery

M/S MASTER STELIOS ROTTERDAM

Our Order Terms of
Stock No. Payment
005607312 30 days net

ROTTERDAM	PACKING INCLUDED	Price Per LITR	Currency D.KR	30
Shade No.	Quantity Description			
0000	640.00 LITR ANTI-CORROSIVE	7.05	4512.00	
0000	420.00 LITR ANTIFOUL-ING ATLANTIC 7134	23.89	10033.80	
4064	420.00 LITR BOOTTOP	12.48	5241.60	40
0000	100.00 LITR THINNER NO.808	7.16	716.00	
TOTAL:	1580.00 LITR		20503.40	

Description	Price Per LITR	Currency D.KR	<u>EXHIBITS</u>
B/fwd		20503.40	A Bundle of correspondence (not agreed)
- 20.00% DISCOUNT		<u>4100.68</u>	
		<u><u>16402.72</u></u>	

P A I D

A36. Invoice
No.075973 of
Hempel's
Marine Paints
24th May 1974
(continued)

10

A37. INVOICE - PHOCEAN
SHIP AGENCY LIMITED TO
DEFENDANTS

A37. Invoice -
Phocean Ship
Agency Ltd. to
Defendants
6th August
1974

KEMPSON HOUSE,
35/37 CAMOMILE STREET
LONDON EC3A 7AP
6th August 1974

KEPPEL SHIPYARD (PTY) LTD.

IN A/C WITH: PHOCEAN SHIP AGENCY LTD.

"MASTER STELIOS"
Expenses incurred due to
additional Drydocking

20	To Rotterdam Drydock Co's General Expenses Account	f1 21,405.00	
	Deck Department	11,370.00	
	exch. 6.25	<u>f1 32,775.00</u>	
			<u>£ 5,244.00</u>
	Hempel's Marine Paints a/c		<u>£ 1,170.61</u>
30	Off Hire as per Charterers Statement =	\$ 46,507.28	
	Bunkers Consumed =	12,814.39	
	exch 2.41	<u>\$ 59,321.67</u>	
			<u>£24,614.80</u>
	Superintendence 6 days @ £20.00 per day	<u>£120.00</u>	
	E. & O.E.	TOTAL =	<u>£31,149.41</u>

EXHIBITS B8

MOVEMENT RECORDS OF PHOCEAN SHIP AGENCY LIMITED

	<u>Arrival</u>	<u>Sailing</u>	<u>Bkrs</u>	<u>Cargo</u>	<u>Remarks</u> Date on file
<i>Handwritten</i>	0255/2 2 73	1100/8 2 73	S 74 7		06-2-73 F7411-038.
<i>Handwritten</i>	0255/4 2 73	0130/11 2 73	T S 860	100	12620 72
<i>Handwritten</i>	03 3 73	1600/2 4 73	A 125 S 74		
<i>Handwritten</i>	1000/4 4 73	11 4 73	S 422	48	
<i>Handwritten</i>	1100/14 4 73	2200/4 5 73	T S 422	75	
<i>Handwritten</i>	0600/6 5 73	0800/15 8 73	S 430	65	
<i>Handwritten</i>	28 5 73	0200/28 5 73	S 600 S 834	75 117	
<i>Handwritten</i>	12 7 73	2300/25 7 73	S 636	50	
<i>Handwritten</i>	0630/18 8 73	1620/11 8 73	S 250 S 600	60 80	Red. 05/8/83
<i>Handwritten</i>	28 8 73	2330/4 10 73	S 326 S 440 S 138	50 44 45	D 4.10.73 F290 047
<i>Handwritten</i>	1800/15 10 73	0650/27 10 73	S 983	200	1300/15.10.73 -
<i>Handwritten</i>	24 11 73	1600/11 12 73	S 700 S 102	124 64	12060 LT
<i>Handwritten</i>	1200/16 1 74	28 1 74	S 726	166	
<i>Handwritten</i>	25 1 74				
<i>Handwritten</i>	3 2 74				
<i>Handwritten</i>		0500/14 2 74	S 555 S 614	174 144	
<i>Handwritten</i>	0400/2 3 74	1100/28 3 74	S 614	110	Bagged sugar
<i>Handwritten</i>	31 3 74	2800/31 3 74	S 564	104	
<i>Handwritten</i>	14 4 74	2200/30 4 74	S 337 A 277 T 485	65 59 70	
<i>Handwritten</i>	10.30/5 5 74	2130/10 5 74	S 760 S 498	120 100	
<i>Handwritten</i>	110/28 5 74	0800/10 6 74	S 458	98	
<i>Handwritten</i>	1/29	2140/16 7 74	S 620	89	
<i>Handwritten</i>	30 7 74	7 8 74			
<i>Handwritten</i>	22 8 74				
<i>Handwritten</i>	1730/8 9 74	10 11 74	S 50	25	

A38-44. INVOICE OF DE
ROTTERDAMSCH E DROOGDOK
MAATACHAPPIJ b.v.

EXHIBITS

A
Bundle of
correspondence
(not agreed)

DE ROTTERDAMSCH E DROOGDOK MAATACHAPPIJ b.v.
(The Rotterdam Dockyard Co.)
MEMBER RHINE-SCHELDE-VEROLME Group

19th Sep. 1974

Messrs. Captain and Owners,
M.V. "MASTER STELIOS"

A38-44
Invoice of De
Rotterdamsche
Droogdok
Maatachappij
b.v.

10 Order No.10.803 AN. Date: 13th September 1974
To De Rotterdamsche Droogdok Maatachappij
b.v.

13th September
1974

"GENERAL EXPENSES"

Repairs commenced : 5-5-1974
Repairs completed: 10-5-1974
Vessel docked : 6-5-1974
Vessel undocked : 10-5-1974

20 Assistance rendered with 4 tugs,
harbour pilot and boatmen for shifting
of vessel from berth at yard into
drydock. F 2,352. -

Assistance rendered with 4 tugs,
harbour pilot and boatmen for
shifting of vessel out of drydock
to berth at yard. F 2,352. -

Assistance rendered with mooring
and unmooring, gangway laid out
and lashed, afterwards unlashed
and removed. F 1,350. -

30 Docking and undocking, shoring
and unshoring, including first
day drydock dues. F 4,703. -

4 following days drydock dues. F 7,124. -

Fire hoses laid out in drydock
and connected up to dock fire line
as precaution against fire,
including attendance. F 930. -

40 Cooling water supplied for running
of refrigerating plant during stay
of vessel in drydock, including
making and removing of necessary
temporary connections. F 980. -

to carry forward F19,791. -

EXHIBITS

mv. "MASTER STELIOS"

A
Bundle of
correspondence
(not agreed)

carried forward F 19,791. -

A38-44
Invoice of De
Rotterdamsche
Droogdok
Maatschappij
b.v.
13th September
1974
(continued)

Electric current supplied
during docking period,
including making and breaking
of necessary temporary connec-
tions to vessel's main switch-
board.

F 1,424. -

Telephone placed on board
during stay of vessel in dry-
dock, including making and
breaking of necessary connec-
tions and cost for trunkcalls.

F 190. -

F 21,405. -

10

(TWENTY-ONE THOUSAND FOUR HUNDRED AND FIVE
GUILDERS)

E. & O.E.

DE ROTTERDAMSCH E DROOGDOK MAATSCHAPPIJ b.v.
(The Rotterdam Dockyard Co.)
Member RHINE-SCHELDE-VEROLME Group

20

19 SEPT 1974

Messrs. Captain and Owners
M.V. "MASTER STELIOS"

Order No.10.803 AG Date: 13th September 1974
To De Rotterdamsche Droogdok Maatschappij
b.v.

"DECK DEPARTMENT"

Repairs commenced: 5-5-1974
Repairs completed: 10-5-1974

1. Bottom and sides of vessel up to light load line washed down with fresh water using high pressure gun and heavy marine growth removed, afterwards scraped and wirebrushed. Bottom and sides painted with two full coats of Owners' paint. Plimsoll and draft marks forward, amidships and aft repainted. 30
2. Boottop of vessel washed down with fresh water using high pressure gun and heavy marine growth removed, afterwards scraped and wirebrushed. Boottop painted with one full coat of Owners' paint, including erecting and 40

removing of stagings.

3. Plug of cofferdam No.3 disconnected and removed, cofferdam drained, afterwards plug repacked and refitted.

F 11,230. -

(ELEVEN THOUSAND TWO HUNDRED AND THIRTY GUILDERS)

E. & O.E.

DE ROTTERDAMSCH E DROOGDOK MAATACHAPPIJ b.v.
(The Rotterdam Dockyard Co.)
Member RHINE-SCHELDE-VEROLME Group

19 SEPT 1974

Messrs. Captain and Owners
M.V. "MASTER STELIOS"

Order No. 10.803 AN Date: 13th September 1974
To De Rotterdamse Droogdok Maatachappij b.v.

"TAILSHAFT SURVEY"

Weardown of tailshaft taken and reported.

Tailshaft drawn for examination.

2/2 rope guard disconnected and removed for access, afterwards refitted and resecured by welding.

Propeller bonnet disconnected and removed for access, afterwards refitted and resecured.

Propeller nut hammered loose and removed, afterwards refitted, hardened up and resecured. Propeller heated and wedged loose, afterwards refitted.

Intermediate shaft uncoupled and shifted aside for access, afterwards worked in place, refitted and recoupled up.

Intermediate shaft tunnel blocks and tailshaft tunnel block disconnected for access, afterwards placed back and refitted.

Sundry pipes disconnected and removed for access, afterwards refitted.

Guard plates and handrails in way of shafting disconnected and removed for access, afterwards refitted.

Tailshaft drawn in, afterwards refitted in place.

EXHIBITS

A
Bundle of
correspondence
(not agreed)

A38-44
Invoice of De
Rotterdamsche
Droogdok
Maatachappij
b.v.

13th September
1974

(continued)

EXHIBITS

M.V. "MASTER STELIOS"

A
Bundle of
correspondence
(not agreed)

A38-44
Invoice of De
Rotterdamsche
Droogdok
Maatachappij
bv.
13th September
1974
(continued)

2/2 tailshaft gland disconnected and removed and afterwards refitted.
Tailshaft cleaned for examination, key removed, shaft magnafluxed, including making of temporary connections.

Tailshaft liner and lignum vitae calibrated and results reported.

Cement in propeller bonnet bolt recesses cut out and removed, afterwards same recesses re-cemented.

Propeller gland disconnected and removed, afterwards new gland refitted and resecured. A new rubber ring supplied for propeller gland. Recess in propeller boss filled with red lead and propeller bonnet filled with melted tallow. 2/2 stern gland repacked with new sterntite packing.

New sterntite packing supplied, made to size and fitted.

New sterntite packing supplied and handed over as spare.

Gland studs rethreaded and nuts eased, one stud and three bronze nuts renewed.

3 coupling bolts of intermediate shaft burnt off.

Boltholes measured, 3 new bolts machined to size and fitted.

4 coupling bolts and nuts brought to workshop, bolt and nuts trued up in lathe and afterwards returned on board.

Water recess of stern tube and packing chamber cleaned and water recess painted with Apexior.

Propeller hung in chainfalls and lowered on dock pontoon, afterwards worked back in place and refitted.

The 4 blade edges ground and polished.
2 blades shortened.

Bolted plate in cargo hold No.5 removed for access, afterwards refitted.

2 openings cropped in cargo hold No.5 for hanging of chainfalls, afterwards blinded with new bolted plates.

2 new plates made and fitted with new bolts, nuts and joints, including drilling of boltholes and supplying of bolts, nuts, joints and steel plates.

Tailshaft worked out of tunnel recess via opening in cargo hold No.5 and transported to workshop by means of truck, including hanging and removing of necessary chainfalls, afterwards tailshaft transported to drydock by truck and worked into shaft recess.

10

20

30

40

50

M.V. "MASTER STELIOS"

EXHIBITS

- Tailshaft erected in lathe.
Aft and forward end of liner partly machined away, shaft in way magnafluxed.
Liner skimmed up over full length.
Tailshaft skimmed in way of tunnel block.
- Cracks in way of keyway ground out and checked by magnafluxing.
Threaded part skimmed up.
- 10 Tailshaft bronze liner calibrated and result reported.
- Tailshaft nut, stern gland, propeller gland and lantern ring transported to workshop, afterwards transported back on board together with new lantern ring and new propeller gland.
A new bronze propeller gland cast, machined to size, holes marked off and drilled.
A new bronze lantern ring cast and machined to size, holes marked off and drilled, including pattern cost.
- 20 Stern gland cleaned and temporarily built together with new bolts and nuts.
Gland bore machined for fitting of make-up ring.
A new 2/2 bronze make up ring cast, machined to size, fitted and secured in stern gland.
Stern gland in way of boltholes machined and new bronze distance rings made and fitted.
- Oil rings in tunnel blocks disconnected and removed, afterwards refitted in place.
One oil ring brought to workshop for renewing of one pin and shaping of both halves, afterwards brought back to ship.
One new 2/2 oil baffle ring made, shaped and fitted.
- 30 Guard ring for lignum vitae disconnected and removed, afterwards refitted in place and secured.
Lignum vitae in inner and outer (only lower part) stern bush cut loose and removed.
New lignum vitae supplied, top half (inner stern) bush) long wood, lower half end grain, made to size and fitted.
- 40 Cutter gear transported to vessel and erected in place, lignum vitae bored out to size, cutter gear removed, including making and removing of temporary connections.
- One tunnel block cooling water section disconnected and cut through.
2 steel flanges welded on existing pipe ends and pipe sections refitted with new joints, bolts and nuts.
- 50 5 tunnel block cooling water pipe sections disconnected and removed, afterwards new pipe

A
Bundle of
correspondence
(not agreed)

A38-44
Invoice of De
Rotterdamsche
Droogdok
Maatachappi
b.v.
13th September
1974

(continued)

EXHIBITS

M.V. "MASTER STELIOS"

A
Bundle of
correspondence
(not agreed)

section fitted.

5 new copper pipe sections made and shaped
as required, coupling cones brazed.
Including supplying of copper pipe and
couplings.

A38-44
Invoice of De
Rotterdamsche
Droogdok
Maatachappi
b.v.

Stagings erected and removed for the above
mentioned repairs.

Excess cost for working in overtime and during
nights.

13th September
1974
(continued)

f 61,694. -

(SIXTY-ONE THOUSAND SIX HUNDRED AND NINETY-
FOUR GUILDERS) E. & O.E.

10

A45-46
Receipt of De
Rotterdamsche
Droogdok
Maatachappij
b.v.

A45-46. RECEIPT OF DE
ROTTERDAMSCH E DROOGDOK
MAATACHAPPIJ b.v.

25th October
1974

DE ROTTERDAMSCH E DROOGDOK MAATACHAPPIJ B.V.
(The Rotterdam Dockyard Co.)
ESTABLISHED AT ROTTERDAM

Received from Messrs. Phocean Ship Agency
Limited, London. the sum of ONE HUNDRED
THIRTEEN THOUSAND SIX HUNDRED AND THIRTY-FOUR
GUILDERS by transfer to the credit of our
account with the Amsterdam-Rotterdam bank N.V.,
Rotterdam, in settlement of our invoices to
C. & O. m.v. "MASTER STELIOS" as specified at
back.

20

Rotterdam 25th October 1974

f1. 113.634. --

Specification

M.V. Master Stelios

Our invoice dated 13.9.74

£ 61,094

£ 21,405

£ 19,305

£ 11,230

Total

£113,694

B51-52. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT

EXHIBITS

B

Agreed bundle
of correspon-
dence

29th October 1974

Keppel Shipyard (Private) Limited,
P.O. Box 2169, GPS/AC/OC/29-74
SINGAPORE.

B51-52. Letter,
Plaintiff's
Solicitors to
Defendant

Dear Sirs,

29th October
1974

Re: m.v. "MASTER STELIOS"

10 We act for the Owners of the "MASTER
STELIOS" on whose behalf and as instructed by
them we have to draw your attention to their
telex of the 3rd October, 1973 which read as
follows :

"PLEASE ADVISE US WHETHER YOU HAVE A
DRYDOCK AVAILABLE FOR OUR MV MASTER
STELIOS 12900 TONS DW FOR ORDINARY
DRYDOCKING AND SCREWSHAFT SURVEY YOUR
IMMEDIATE REPLY WILL BE APPRECIATED
THANKS PHOKAIS TLX NO 886878"

20 On the 4th October 1973 you replied also
by telex as follows :

"RE YOUR ENQUIRY 3/10 WE CAN OFFER DOCK-
SPACE AROUND 16/17 OCTOBER. PLEASE
CONFIRM EARLY IF ACCEPTABLE."

Owners confirmed their acceptance by telex
on the 8th October 1973 by requesting you to
"stem drydock" for 16/17" October and the vessel
subsequently was docked for the ordinary
drydocking and screwshaft survey.

30 We are informed that after the vessel was
docked you wrongfully refused to carry out the
screwshaft Survey as a result of which our
clients have suffered loss.

The purpose of this letter is to enquire
of you whether you are prepared to admit
liability or whether you would prefer the matter
to be litigated.

We shall appreciate your reply within
three days.

40

Yours faithfully,
Signed: DREW & NAPIER

EXHIBITS

B

Agreed bundle
of correspon-
dence

B53. Letter,
Defendant to
Plaintiff's
Solicitor

4th November
1974

B53. LETTER, DEFENDANT
TO PLAINTIFF'S SOLICITORS

4th November 1974

Messrs. Drew & Napier,
P.O. Box 152,
30/35 Chartered Bank Chambers,
Battery Road,
Singapore 1.

Our Ref TKK/ST/n1

Your Ref GPS/AC/OC/29-74

Dear Sirs,

Re: M.V. "MASTER STELIOS"

10

We acknowledge receipt of your letter
dated 29th October, 1974.

We advise that we refute any liability
alleged by you.

Yours faithfully,
Signed Susan Thio (Miss)
ADMINISTRATIVE OFFICER

B54. Letter,
Plaintiff's
Solicitors to
D. Arnott

2nd February
1977

B54. LETTER, PLAINTIFF'S
SOLICITORS TO D. ARNOTT

Your Ref: JE/CC/37-76

2nd February, 1977

20

Mr. David Arnott,
c/o Messrs. Ritchie & Bisset,
Maritime Building,
SINGAPORE 1.

Dear Mr. Arnott,

We act for a ship owner whose vessel,
"Master Stelios", called at Singapore to complete
her outstanding screwshaft survey, which was at
the time being insisted upon by the vessel's
classification society, Lloyds Register.

30

Prior to the vessel coming here, messages
were sent to possible drydocks. The drydocks
were asked whether they had accommodation for
"ordinary drydocking and screwshaft survey".

I would appreciate your professional opinion
as to the meaning conveyed to you by the expres-
sion "tailshaft survey". Do you agree that this
meant that wear-down readings would be taken,
and then the propeller removed and the shaft
withdrawn and magnafluxed for any possible
defects?

40

We would appreciate your opinion, together
with a note of your fee.

Yours sincerely,
Signed J. GRIMBERG

B55-56. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

EXHIBITS

B
Agreed bundle
of correspon-
dence

Our ref: JG/CG/37-76
Your ref: THAP/121/75/ct 2nd February, 1977

Messrs. Rodyk & Davidson,
2nd Floor, Chartered Bank
Chambers,
Singapore 1.

B55-56. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors

2nd February
1977

10 Dear Sirs,

"MASTER STELIOS"

We are in the course of preparing this
case for trial.

With a view to minimising costs, we wonder
whether your clients are prepared to admit
that on the 17th October, 1973, your clients
informed our clients' Marine Superintendent,
Mr. Eustathiou, that they would not withdraw
the tailshaft of our clients' vessel.

20 We would like to inspect your clients
records relating to the use of the drydock
at the material time, and would appreciate an
appointment for this purpose. We wish to
establish the name of the vessel which went
into drydock immediately after the "Master
Stelios" and we will want to see the correspon-
dence and telex messages pursuant to which
drydocking for the subsequent vessel was
arranged.

30 Yours faithfully,
Signed DREW & NAPIER

EXHIBITS

B

Agreed bundle
of correspon-
dence

B57-58. LETTER, D. ARNOTT
TO PLAINTIFF'S SOLICITORS

B57-58.
Letter, D.
Arnett to
Plaintiff's
Solicitors
7th February
1977

Our ref:DA/MC 7th February, 1977
Your ref:JG/CG/37-76

Mr. J.Grimberg,
Messrs. Drew & Napier,
30/35 Chartered Bank Chambers,
Battery Road,
Singapore.

Dear Mr. Grimberg,

10

I have for acknowledgment your letter of
above reference, dated 2nd February 1977,
concerning the vessel "Master Stelios" calling
at Singapore at some prior date to complete
her outstanding screw shaft survey.

In answer to your query as to what the
expression "tailshaft survey" means to me, I
have to advise as follows :

The expression in my opinion means that
the vessel has to be drydocked with a view to
withdrawing the tailshaft for survey by a
Classification Society surveyor. To fully
effect this survey, the normal procedure would
be to record the outer stern tube clearance
prior to withdrawing the shaft and thereafter
the work entailed would be the removal of rope
guard, removal of propeller, disconnecting
tailshaft from intermediate shaft and there-
after, withdrawing the tailshaft completely.

20

Depending upon the design of tailshaft
coupling, this would either be drawn inside
the ship, in which case it would first be
necessary to "roll" the intermediate shaft to
one side or alternatively, if a muff coupling
is fitted to the tailshaft, it would be drawn
out. The tailshaft would then be cleaned,
liner examined and the cone and keyway crack
detected by a suitable approved method e.g.
magnafluxed, ultrasonically tested or dye
checked. It would also be normal to further
record the wear downs by calibrating the liner
and taking the inside diameters of the stern
tube bushes.

30

40

The foregoing is my understanding of the
tailshaft survey and I feel quite confident
in stating that this would be the same inter-
pretation by Classification Society surveyors

and dockyard personnel.

For your further information, I enclose herewith photostat copy of Section 12, Page 31, of Lloyd's Register of Shipping Rules, which defines the surveys of screw shafts.

Trusting that the foregoing meets with your requirements.

Yours sincerely,

Signed D.ARNOTT

Encl.

EXHIBITS

B
Agreed bundle
of correspon-
dence

B57-58
Letter, D.
Arnott to
Plaintiff's
Solicitors

7th February
1977

(continued)

EXHIBITS

B
Agreed bundle
of correspon-
dence

B59. COPY OF SECTION 12
OF LLOYDS REGISTER OF
SHIPPING RULES RE
SCREWSHAFTS AND TUBE SHAFTS

Section 12

SCREWSHAFTS AND TUBE SHAFTS

B59. Copy of
section 12 of
Lloyds Register
of Shipping
Rules re screw-
shafts and
tube shafts

1201 Screwshafts and tube shafts are to be drawn periodically for examination by the Society's Surveyors.

Where shafts are fitted with continuous liners or approved oil glands, or are made of approved corrosion-resisting material, they normally become due for survey at intervals of 3 years for single screw ships and 4 years for ships having two or more screws. All other shafts should be drawn at intervals of 2 years.

10

1202 On the application of Owners, surveys of shafts of single screw ships having continuous liners or approved oil glands, or made of approved corrosion-resisting material may be held at intervals of 4 years, provided the keyway is of the sled-runner or round-ended type having adequate root radius, any sharp edge around the keyway at the surface of the shaft is removed by filing or other suitable means and, at each survey, the shaft is examined by an efficient crack detection method over a length from the after end of the liner (or after end of the sterntube for shafts not fitted with continuous liners) to a position at about one-third of the length of the cone from the large end. Upon application by the Owners and provided the keyway is as described above, a 4-year period will also be allowed before the first survey of the shaft of a new single screw ship and may be allowed for a new or previously unused spare shaft fitted to an existing ship. At the first and subsequent periodical surveys the forward portion of the shaft cone is to be examined by an efficient crack detection method.

20

30

40

1203 The Committee will be prepared to give consideration to the circumstances of any special case upon application by the Owners.

B60-61. LETTER, DEFENDANT'S
SOLICITORS TO PLAINTIFF'S
SOLICITORS

EXHIBITS

B
Agreed bundle
of correspon-
dence

THAP/121/75/c1

Your ref: JG/CG/37-76

8th March, 1977

Messrs. Drew & Napier,
SINGAPORE.

B60-61. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors

8th March 1977

Dear Sirs,

Re: "MASTER STELIOS"

10

The writer has briefly spoken with Mr. Arnott in regard to the possibility of taking a statement from him concerning various technical aspects of the case involving the abovementioned vessel.

Mr. Arnott has informed us that he has already been approached by your Mr. Grimberg on a matter which bears a resemblance to the circumstances of which the writer spoke to Mr. Arnott.

20

In these circumstances could you kindly let us know whether you are going to call Mr. Arnott at the hearing of this matter; if you are not going to call him the writer would then like to obtain a statement from him on the technical aspects above referred to.

Could we hear from you at your earliest convenience about this.

Yours faithfully,

Signed RODYK & DAVIDSON

EXHIBITS

B

Agreed bundle
of correspon-
dence

B62. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors
11th March 1977

B62. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

Our ref: JG/CG/37-76
Your ref: THAP/121/75/c1 11th March, 1977

Messrs. Rodyk & Davidson,
Chartered Bank Chambers,
Singapore 1.

Dear Sirs,

"MASTER STELIOS"

10

We are obliged to you for having written to us by your letter of the 8th March, 1977, and we confirm that we did indeed consult Mr. Arnott and propose calling him as a witness in this matter.

We would certainly have no objection to your talking to Mr. Arnott, but would appreciate it if the writer were present.

Yours faithfully,
Signed DREW & NAPIER

20

B63. LETTER, DEFENDANT'S
SOLICITORS TO PLAINTIFF'S
SOLICITORS

EXHIBITS

B
Agreed bundle
of correspon-
dence

THAP/121/75/c1
Your ref: JG/CG/37-76

11th May, 1977

Messrs. Drew & Napier,
Singapore.

Dear Sirs,

Re: "MASTER STELIOS"

B63. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors

11th May 1977

10

We refer to your letter of the 11th March 1977. In view of the fact that you will be calling Mr. Arnott as a witness in this matter we do not think that there is any point in having a three cornered discussion with himself, yourself and the writer.

20

Should you change your mind however as to the desirability to calling Mr. Arnott then no doubt you will let us know so that we are not taken by surprise if he is not called at the trial.

Yours faithfully,

Signed RODYK & DAVIDSON

B64-65. LETTER, DEFENDANT'S
SOLICITORS TO PLAINTIFF'S
SOLICITORS

B64-65. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors

THAP/121/75/c1
Your ref: JG/CG/37-76

11th May 1977

Messrs. Drew & Napier,
SINGAPORE.

Dear Sirs,

Re: "MASTER STELIOS"

11th May 1977

30

We have now taken our clients' instructions on your letter of the 2nd February 1977.

With regard to the second paragraph of your letter we do not understand what you mean when you say that you wonder whether our clients

EXHIBITS

B
Agreed bundle
of correspon-
dence

B64-65. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors

11th May 1977
(continued)

"are prepared to admit that on the 17th October 1973 your clients informed our clients' Marine Superintendent, Mr.Eustathiou that they would not withdraw the tailshaft of our clients' vessel". Not only do our clients not admit any such thing; quite the contrary. Perhaps your client, Mr.Eustathiou would be prepared to admit admit that he never asked for the tailshaft survey to be done on the 17th October at all.

10

The fact of the matter is that Mr. Eustathiou raised the question of the removal of the tailshaft for the first time at 1730 hours on the 18th October at which time he was then informed that it would be impossible to do this at that stage if the vessel was to leave the drydock as planned on the 19th October 1973.

With regard to occupancy of the drydock "at the material time" please let us know what you mean by "the material time"?

20

The next vessel that entered the drydock after the "MASTER STELIOS" had left was the "KIM HOCK" which entered drydock at approximately 1335 hours on the 19th October on the first available tide after the "MASTER STELIOS" had left the dock.

Yours faithfully,

Signed RODYK & DAVIDSON

B66. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

EXHIBITS

B
Agreed bundle
of correspon-
dence

Our ref: JG/CG/37-76
Your ref: THAP/121/75/cl 17th May, 1977

Messrs. Rodyk & Davidson,
Chartered Bank Chambers,
Singapore 1.

B66. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors

Dear Sirs,

17th May 1977

10

"MASTER STELIOS"

Thank you for your letter of the 11th May,
1977.

We shall certainly let you know if we
decide not to call Mr. Arnott as a witness.

Yours faithfully,

Signed DREW & NAPIER

B67-68. LETTER, DEFENDANT'S
SOLICITORS TO PLAINTIFF'S
SOLICITORS

B67-68. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors

20

Our ref: THAP/121/75/mc
Your ref: JG/CG/37-76 20th May 1977

20th May 1977

Messrs. Drew & Napier,
Chartered Bank Chambers,
Singapore.

Dear Sirs,

Re: "MASTER STELIOS"

We refer to previous correspondence about
this matter and in particular to your letter to
us of the 2nd February 1977.

30

As you are already aware the vessel that
went into drydock immediately after the "MASTER
STELIOS" was the "KIM HOCK".

We enclose herewith a note from M/s. Guan
Guan Shipping Pte. Ltd., confirming the stemming
of this vessel for the 19th to the 22nd October

EXHIBITS

B

Agreed bundle
of correspon-
dence

B67-68. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors

20th May 1977
(continued)

1973 the arrangement therefor having been concluded on the 11th October.

Could you kindly let us know whether you are prepared to accept this without the necessity of our calling the maker of this document?

We are also enclosing herewith the daily drydocking schedule for our clients' dock for the months of September, October and November 1973.

10

We shall of course be calling the Marine Manager of Keppel Shipyard Limited as a witness in proceedings but we should be grateful if you would confirm that you do not wish the actual maker of these documents to be called since they are part of the normal routine procedure which our clients carry out in regard to their drydocking operations.

We look forward to hearing from you about this at your convenience.

20

Yours faithfully,

Enc.

Signed RODYK & DAVIDSON

B69. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors

26th May 1977

B69. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

Our ref: JG/CG/37-76

Your ref: THAP/121/75/mc

26th May 1977

Messrs. Rodyk & Davidson,
Chartered Bank Chambers.
Singapore 1.

30

Dear Sirs,

"MASTER STELIOS"

Thank you for your letter of the 20th May, 1977.

The schedule to which you refer in your 5th paragraph was not enclosed. The writer telephoned Mr. Potts' secretary and asked for it to be sent up, but it does not appear to have been received.

We will deal with your letter when we see this schedule.

Yours faithfully,
Signed DREW & NAPIER

EXHIBITS

B
Agreed bundle
of correspon-
dence

B69. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors
26th May 1977
(continued)

B70. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

B70. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors
30th May 1977

Our ref: JG/CG/37-76
Your ref: THAP/121/75/c1 30th May, 1977

10 Messrs. Rodyk & Davidson,
Chartered Bank Chambers.
Singapore 1.

Dear Sirs,

"MASTER STELIOS"

Thank you for your letters of the 11th and 20th May.

20 With regard to the letter, we think it unlikely that we would want the documents referred to therein formally approved, provided the Marine Manager of your clients is called as a witness.

We shall be grateful if you would let us know when arrangements were concluded for the docking of the vessel "TROJAN" on the 22nd October and whether we may have inspection of all the documents and communications relating to the booking of the dock.

Yours faithfully,
Signed DREW & NAPIER

EXHIBITS

B
Agreed bundle
of correspon-
dence

B71. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors
30th May 1977

B71. LETTER, DEFENDANT'S
SOLICITORS TO PLAINTIFF'S
SOLICITORS

Our ref: THAP/121/75/mc
Your ref: JG/CG/37-76 30th May, 1977

Messrs. Drew & Napier,
Singapore.

Dear Sirs,

Re: "MASTER STELIOS"

Thank you for your letter of the 26th 10
May 1977 only received by us on the 30th May.

The schedule has we believe since been
sent; can you please confirm safe receipt.

Yours faithfully,
Signed RODYK & DAVIDSON

B72. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors
3rd June 1977

B72. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

Our ref: JG/CG/37-76
Your ref: THAP/121/75/mc 3rd June 1977 20

Messrs. Rodyk & Davidson,
Chartered Bank Chambers,
SINGAPORE 1.

Dear Sirs,

"MASTER STELIOS"

We thank you for your letter of the 30th
May, and confirm receipt of your clients'
drydocking schedule.

Yours faithfully,
Signed DREW & NAPIER 30

B73. LETTER, PLAINTIFF'S
SOLICITORS TO D. ARNOTT

EXHIBITS

B

Agreed bundle
of correspon-
dence

Our ref: JG/CG/37-76
Your ref: DA/MG

21st June, 1977

Mr. D. Arnott,
Messrs. Ritchie & Bisset,
El Maritime Building,
SINGAPORE 1.

B73. Letter,
Plaintiff's
Solicitors to
D. Arnott

21st June 1977

Dear Mr. Arnott,

10

I refer to your letter of the 7th February in which you were kind enough to set out your opinion as to the meaning of the expression "tailshaft survey". Would your opinion be the same if the expression used was "screw-shaft survey"?

20

The case in which this question is in issue comes up for hearing on the 22nd July. Will you be in Singapore? The hearing is unlikely to be concluded on that date, and will be continued on some subsequent date or dates later in the year. I have heard that you will be leaving Singapore permanently - can you please tell me when?

I shall be grateful to hear from you as soon as possible.

Yours sincerely,

Signed J. GRIMBERG

EXHIBITS

B

Agreed bundle
of correspon-
dence

B74. LETTER, D.ARNOTT
TO PLAINTIFF'S SOLICITORS

Our ref: DA/MG
Your ref: JG/CG/37-76 22nd June, 1977

B74. Letter,
D.Arnott to
Plaintiff's
Solicitors
22nd June 1977

Mr. J.Grimberg,
Messrs. Drew & Napier,
30/35 Chartered Bank Chambers,
Battery Road,
Singapore 1.

Dear Mr. Grimberg,

10

I have for acknowledgment your letter
of above reference dated 21st June 1977,
and confirm that the expression "screw-shaft
survey" to me means exactly the same as the
expression "tailshaft survey" and as such
the comments given in my letter dated 7th
February 1977 would remain the same, irrespec-
tive of the expression used.

I note that the case comes up for initial
hearing on the 22nd July 1977 and I will be
in Singapore on that date, and expect to be
in Singapore continuously until Saturday, 3rd
September 1977, when I will be departing for
U.K. to take up permanent residence there.

20

Yours sincerely,
Signed D. ARNOTT

B75-76. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors
23rd June 1977

B75-76. LETTER, PLAINTIFF'S
SOLICITORS TO DEFENDANT'S
SOLICITORS

Our ref: JG/CG/37-76
Your ref: THAP/121/75/mc 23rd June, 1977

30

Messrs. Rodyk & Davidson,
Chartered Bank Chambers,
SINGAPORE 1.

Attention: Mr. Potts and/or Mr.Selvadurai

Dear Sirs,

"MASTER STELIOS"

We refer to the writer's telephone
conversation on the subject of this action

which has now been fixed for hearing on the 21st and 22nd July.

You will recall that the case turns largely on the meaning of the expression "screw shaft survey".

10 On the 2nd February last, the writer wrote to Mr. Arnott of Messrs. Ritchie & Bisset as to the meaning of the term. We used in our letter the expression "tailshaft survey". Mr. Arnott expressed his view as to the meaning of the expression in his letter to the writer dated the 7th February. On the 21st June, the writer wrote to him asking whether his opinion would be the same if the expression "screw shaft survey" had been used in our letter of the 2nd February. On the 22nd June, Mr. Arnott replied affirmatively. We enclose copies of the four letters in question.

20 If you are prepared to accept what Mr. Arnott says, that would put paid to the only real question of principle which the Court will be asked to determine, and we would be happy to discuss with you the question of damages and costs.

We shall be grateful to hear from you. As explained to Mr. Selvadurai this morning, we have witnesses coming here from abroad and we shall have to line them up very soon if the action is to go to trial.

30 Yours faithfully,

Signed DREW & NAPIER

EXHIBITS

B
Agreed bundle
of correspon-
dence

B75-76. Letter,
Plaintiff's
Solicitors to
Defendant's
Solicitors
23rd June 1977
(continued)

B77. LETTER, DEFENDANT'S
SOLICITORS TO PLAINTIFF'S
SOLICITORS

EXHIBITS

B
Agreed bundle
of correspon-
dence

THAP/PS/121/75/c1
Your ref: JG/SCS/clc 37-76 19th July 1977

Messrs. Drew & Napier,
SINGAPORE.

Dear Sirs,

Re: "MASTER STELIOS"

B77. Letter,
Defendant's
Solicitors to
Plaintiff's
Solicitors
19th July 1977

10 We refer to your letter of the 23rd June
1977 and enclosures.

Although we are prepared to accept what
Mr. Arnott says about the tailshaft survey
and screw shaft survey we are unable to agree
that it would put paid to the only real
question of principle as alleged in paragraph 4
of your letter under reply.

Yours faithfully,
Signed RODYK & DAVIDSON

IN THE PRIVY COUNCIL

No.44 of 1980

O N A P P E A L

FROM THE COURT OF APPEAL OF SINGAPORE

B E T W E E N :

MONVIA MOTORSHIP CORPORATION Appellant
(Plaintiff)

- and -

KEPPEL SHIPYARD (PRIVATE) LIMITED Respondent
(Defendant)

VOLUME II

EXHIBITS

HOLMAN FENWICK & WILLAN,
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London, EC2V 7LD

Solicitors for the
Respondent