

HARLAND AND WOLFF, LIMITED.  
(INCORPORATED IN NORTHERN IRELAND.)

TELEGRAMS: HARLANDIC, LIVERPOOL.  
TELEPHONE: 1180 BOOTLE.

ENGINEERING WORKS.  
L.F.A.S.T.

SHIPBUILDING YARD.  
GLASGOW.

ENGINE WORKS.  
N. GLASGOW.

ENGINE WORKS.  
N. GLASGOW.

GOVAN, GLASGOW.

WARD, GREENOCK.

ENGINEERING WORKS.  
SOUTHAMPTON.

LONDON OFFICE:  
WHITEHALL, S.W.1.



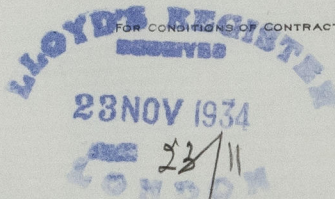
*Ship Repairing & Engineering Works.  
Bootle.  
Liverpool, 20.*

22nd November, 1934.

ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMPANY.

FOR CONDITIONS OF CONTRACT, LIABILITY CLAUSES, ETC., SEE BACK.

Ref: D.O.



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

Dear Sir

S.S. "MONTCALM"

We duly received your letter of 19th November,  
approving of the drawing which we submitted for the new  
Rudder of the above ship, and we are much obliged for your  
prompt attention in this matter.

We note your remarks, and are returning the blue print  
herewith.

Yours faithfully,

For HARLAND AND WOLFF, LIMITED



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Foundation

009514-009521-0247



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CONDITIONS. All Contracts or work done are subject to our usual printed strike, lock-out, *force majeure* transportation and limitation of liability clauses. The word "Company" in the clauses mentioned and set out below means HARKLAND AND WOLFF, LIMITED.

**LIMITATION OF LIABILITY CLAUSE.** On delivery by the Company of any goods or materials, or on completion of repairs or work, all responsibilities of the Company shall cease except in respect of any goods or materials supplied or workmanship found to be defective on, due to negligence of the Company within two calendar months after the delivery of the goods or materials or completion of the repairs or work. In any such exception, the Company will supply and/or fit in any port on the Marseilles or any place where the original goods or materials or work were supplied or new goods or materials or workmanship to replace such defective goods or materials or workmanship, or at the option of the Owners or Customers, will allow a sum equivalent to the cost, to the Company of supplying and fitting the same in such port or place. But the Company shall not be liable for any consequential damage or other loss or expense arising in respect either of original or of substituted goods or materials or workmanship. The Company shall be under no greater liability in respect of any substituted goods materials or workmanship than they were under in respect of the original goods materials or workmanship and any substituted materials or workmanship shall apply in all respects *mutatis mutandis* condition or excluded.

**STRIKE, LOCK-OUT AND FORCE MAJEURE CLAUSE.** In the event of the supply and/or delivery of any goods or of the execution of any work or repairs being delayed by any fire and/or accident and/or by any strike, lock-out or confinement of, or dispute with the workmen of the Company or of any other Company or Firm who may be sub-contractors to the Company or of any cause, including Company or Company in the steel, iron, coal or other trade involving either a total or a partial stoppage of work, or by storm, bad weather, or any other cause, the Company or its agents or plant, or by time occupied in loading any vessel or by any defects in materials or by delay in delivery of goods or by any breakdown of machine nature or description whatsoever beyond the control of the Company, whether of a kind similar to those specifically mentioned or of any cause, then and in any such case and/or cases, provided that a written notification be given by the Company to the Owners or Customers, the time all part of the Company owing to any such cause and/or causes and/or any such delay in completion shall not constitute any default or breach of contract on the part of the Company and no damages or additional wet or dry dock dues shall be payable by them in respect thereof. Provided that the Owners or Customers upon receipt of the notice above-mentioned shall have the option of cancelling the Contract by notice in writing to the Company within 14 days of the receipt of the notice. In the event of the Contract being cancelled all liability of the Company shall cease.

**TRANSPORTATION CLAUSE.** In the case of any vessel being transported by or under the supervision and/or control of the Company, the Company shall accept full and sole responsibility for any damage whatsoever, however caused, occasioned to or by the vessel or her tug or tugs (if any) and for any loss of time before the commencement of such Transportation; the Company shall be under no liability to the Customer in respect of any such damage or consequence thereof; and the Customer shall indemnify the Company against all claims costs and expenses arising in respect of or in connection with any such damage or any consequence thereof.

Referred to the Chief Ship Surveyor,

128 NOV 1934