

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

TELEGRAMS : HARLANDIC, LIVERPOOL.
TELEPHONE : 1180 BOOTLE.

ENGINEERING WORKS.
BELFAST.

SHIPBUILDING YARD.
GLASGOW.

ENGINE WORKS.
GLASGOW.

ENGINE WORKS.
GLASGOW.

BOILER WORKS.
GLASGOW.

SHIPBUILDING YARD.
GREENOCK.

ENGINEERING WORKS.
LONDON & SOUTHAMPTON.

LONDON OFFICE:
9, WHITEHALL, S.W.1.



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

17th November, 1934.

ALL COMMUNICATIONS TO BE ADDRESSED TO THE COMPANY.

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

Ref: D.O.

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

Dear Sirs,

S.S. "MONTCALM"

We beg to submit for your approval, a blue print showing the construction of the new Rudder for the above ship.

This matter is extremely urgent as the vessel is now in Port, and we should be glad to have your approval at the earliest possible moment.

Yours faithfully,

For HARLAND AND WOLFF, LIMITED.

P.S. We have been in touch with the Principal Surveyor at Liverpool and he suggested that this submission be made direct to you on account of the urgency of the matter.



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Lloyd's Register
Foundation

009514-009521-0250

Referred to the Chief Ship Surveyor.

A/S

110 NOV 1934

REQUESTING EARLY REPLY.
URGENT.

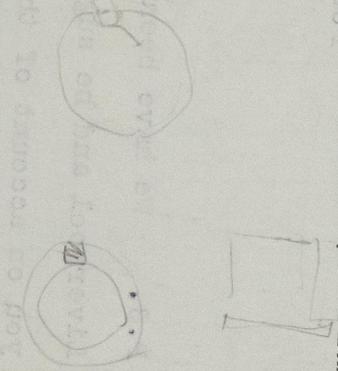
CONDITIONS. All Contracts or work done are subject to our usual printed strike, lock-out, *force majeure* transportation and limitation of liability clauses. The word "Company" in the clauses mentioned and set out below means HARLAND AND WOLFF, LIMITED.

LIMITATION OF LIABILITY CLAUSE. On delivery by the Company of any goods or materials or on completion of repairs or work, all responsibility of the Company shall cease except in respect of any goods or materials supplied or workmanship found to be defective owing to negligence of the Company. The Company shall not be liable for any goods or materials which shall have been discovered and a written notification whereof shall have been delivered to the Company within three calendar months after the delivery of the goods or materials or completion of the repairs or work. In any such case the Company will supply and/or fit in any port on the Mersey or any place where the original goods or materials or work were supplied or done will allow a sum equivalent to the cost of replacing such defective goods or materials or workmanship, or at the option of the Owners, the Company shall be liable to the Company of supplying or doing the same in such port or place. But the Company shall not be liable however arising in respect either of original or 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 the provisions of this clause in regard to liability in respect of the original goods materials or workmanship shall apply in all respects *mutatis mutandis* to any substituted materials or workmanship or condition or warranty implied by the Sale of Goods Act or otherwise and any such implied warranty is hereby 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 and/or repairs being delayed by any fire and/or accident and/or by any strike, lock-out or combination 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 carrying Company or Company in the steel, iron, coal or any other trade involving either a total or a partial stoppage of the works, or by storm, bad weather, or war or by any additions or alterations ordered or delay in issuing instructions or final approval of details by the Owners or Customers or their representatives, or by any breakdown of machinery or of plant, or by time occupied in loading any vessel or by any defects or restrictions of cranes or by delay in delivery of materials or by a reduction in the number of working hours after the date of the contract, limitation or restriction of workmen, regulations of Governments or by any cause of any nature or in any such case and/or cases, provided that a written notification be given to the Company to those specifically set out or of a different kind, the Company shall be liable to the Company of supplying or doing the same in such port or place. But the Company shall not be liable however arising in respect of any such goods and/or causes and any such delay in completion shall constitute any default or breach of contract on the part of the Company and no damages or additional wet or drydock 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 without liability for anything beyond the payment for the work done.

In the event of the Contract being cancelled all liability of the Company shall cease.

TRANSPORTATION CLAUSE. The terms of this clause shall apply and be in force and the time for supply and/or delivery of the said goods and/or completion of the said work and/or repairs shall be extended, notwithstanding the fact that there shall have been a previous breach of the contract on the part of the Company, accept full and sole responsibility for any damage whatsoever and however caused occasioned to or by the vessel or her tug or tugs (if any) and the consequences thereof, including damage caused by the negligence of the Company their agents or servants the vessel or her tug or tugs (if any) and the time before the commencement of the voyage, intransit or defective tugs or gear or materials even if such defect or defect was existing at or at any time before the commencement of the voyage; and the Company shall be under no liability to the Customer in respect of any such damage or any with any such damage or any consequence thereof, the Company shall indemnify the Customer against all claims costs and expenses arising in respect of or in connection with any such damage or any consequence thereof.



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Foundation



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