

Directors
A. J. C. PRIOR, (Managing)
J. J. PRIOR, L. V. PRIOR,
P. D. PRIOR, C. V. A. PRIOR.



10 JUL 1962
FOUNDED 1870
TELEPHONE
EAST 5836 (4 lines)

J. J. PRIOR (TRANSPORT) LTD.

WHARFINGERS AND MOTOR BARGE OWNERS - 3 JUL 1962

WHARVES

ORCHARD WHARF, LEAMOUTH ROAD, BLACKWALL, E.14
BRIDGE WHARF, WEST FERRY ROAD, POPLAR, E.14
BREWERY WHARF, NORMAN ROAD, GREENWICH, S.E.10

Orchard Wharf,
Leamouth Road,
9 BLACKWALL, E.14

OUR REF
AJCP/GK

YOUR REF

DATE
2nd July 1962.

Lloyd's Register of Shipping,
71, Fenchurch St.,
E.C.3.

Dear Sirs,

m.v. "WALCRAG". New COLNE TRADER

As you are aware we have purchased the above vessel and are arranging with the Ministry of Transport certain alterations to shorten up the hold to suit our class of work (Sand & Ballast).

We should like your advice regarding the aforementioned should you deem it necessary and for your information the bulkheads will be made of $\frac{3}{8}$ " M. Steel Plate suitably reinforced.

Yours faithfully,
FOR AND ON BEHALF J. J. PRIOR (TRANSPORT) LTD.,

MANAGING DIRECTOR:

322 G.T.
+100 AI + LMC
net 6,1941
SS 4/58
DS 8/61
CS 4/58

2209

QUOTATIONS SUBJECT TO CONDITIONS BELOW AND OVERLEAF.

The following conditions shall be incorporated as part of the Conditions of Contract:—

The rates quoted are based on the cost of goods or materials, labour, transport and maintenance of machinery ruling at the date of Contract or the date when such prices were tendered whichever is the earlier. In the event of the expense to J. J. Prior (Transport) Ltd. of performing the Contract being increased or reduced directly or indirectly by reason of any fluctuations in such cost the said prices shall be increased or reduced accordingly. The rates quoted are for conveyance only and so far as there are good and suitable Roads subject to no undue delay in loading and unloading. All goods to be at Owner's Sole Risk. J. J. Prior (Transport) Ltd. undertake to use every reasonable precaution to protect goods entrusted to them for conveyance or storage. All quotations are conditional upon acceptance within Seven Days unless otherwise stated and orders are undertaken on the understanding that J. J. Prior (Transport) Ltd. are not liable for any delay or damage from any cause whatsoever. Having regard to the above clauses, Customers are advised to see that their policies of Insurance include the above risks without recourse to J. J. Prior (Transport) Ltd. Demurrage charged on all craft after 24 hours.

WHARFINGERS, LIGHTERAGE AND TOWAGE CONDITIONS OVERLEAF.

TERMS NETT

THE LONDON WHARFINGERS' CONDITIONS.

The rates charged or quoted by the Company are upon the express condition that the person with whom the Contract is made is either the owner or the authorised agent of the owner of the goods and accepts the terms herein contained for himself and all other interested parties, (hereinafter called "the Customer").

The Terms of this Clause shall apply to and be deemed to form part of the contract between the Company and the Customer.

The Company shall not be liable for loss, detention, delay, mis-delivery or damage of or to or in connection with the goods (howsoever conveyed), howsoever and whatsoever caused and of what kind soever whether or not such loss, detention, delay, mis-delivery or damage is the result of any act, neglect or default of the Company or its servants or of others for whom it may be responsible, and even though such loss, detention, delay, mis-delivery or damage is caused by unfitness or unseaworthiness of any lighter or tug on loading or at the commencement of the transit or at any other time, or by failure to collect the goods, and even though any lighter carrying the goods may have deviated or departed from the intended transit, and though the goods may have been loaded in a lighter with other goods.

Provided nevertheless that the Company shall be liable in respect of loss by pilferage or theft of goods whilst on board lighter in course of transit, but such liability shall not in any circumstances whatever exceed the amount that may be in fact recoverable from the owner of such vessel.

The Company shall be entitled to employ or contract with tug-owners, lightermen and other persons of every kind to perform any part or parts of the services to be rendered under or in connection with the contract with the Customer, and such tug-owners, lightermen and other persons shall have no greater liability to the Customer than that which the Company has to such Customer hereunder.

The term "Company" includes company, person or firm as the case may be; and the term "Lighter" includes lighter, barge or other vessel, and the term "Lightermen" includes the owners or users thereof.

The Company shall have a general as well as a particular lien on all goods for unpaid accounts.

LIGHTERAGE CONDITIONS.

The rates charged by us are for conveyance only, and are exclusive of dock dues, demurrage, disbursements, or other charges. They are quoted upon the express condition that the person with whom any contract is made is either the owner or authorised agent of the owner of the goods intended to be carried, and accepts both for himself and for all other parties interested in such goods the terms and conditions herein contained. The goods are carried only at Owner's and/or Customer's risk, excepting loss arising from pilferage and theft of goods on board the barge whilst in course of transit, liability for such loss or damage being limited at our option to £40 per package or unit or to £100 per ton. Save as aforesaid, we shall be liable for any loss or any loss of or damage to goods entrusted to us for lighterage or for any loss damage or expense be occasioned, Owners of the goods or to the Customers, howsoever, whatsoever, or whatsoever such loss damage or expense be occasioned and when or not such loss damage or expense be occasioned by unseaworthiness of craft or by any negligence wrongful act or default of our servants or agents, or other persons for whose acts we might otherwise be liable, or be occasioned by any delay or failure in collecting, carrying or delivering the goods and although the barge for any reason may have deviated or departed from the intended transit with the goods and although the goods may have been loaded in the barge with other goods; provided always that the foregoing exemption excluding us from any liability arising from unseaworthiness of craft shall not apply unless we are able to establish that we have not knowingly or recklessly supplied an unseaworthy barge for the service at the time of the commencement of the voyage to the ship wharf or quay to load. We will not be liable to contribute in general average. We will not be responsible for any consequences arising from strikes, lockouts, or other labour difficulties. We care to be at liberty to employ any lighter tug or vessel belonging to other owners or to sub-let the whole or any portion of the contract, and in either event the above terms and conditions shall apply to such employment or sub-letting and shall be deemed to have been agreed to between the goods Owner or Customer and such other Owners or Sub-contractors.

TOWAGE CONDITIONS.

PRIOR (TRANSPORT) LTD. hereby give notice that they will not be answerable to any customer for any loss, damage or delay which may happen to any barge, vessel or thing towed, or agreed to be towed, on behalf of that customer, or to the Company, or any such barge, vessel or thing or for any expense incurred in relation to such loss, damage or delay, or for loss of life or of or personal injury to persons on board such barge, vessel or thing, or its cargo, even although such loss, damage, delay, or expense, loss of life or personal injury may be caused by defective gear or by the negligence or misconduct of their servants, and the service of their Tugs must be understood and agreed to be accepted upon the terms that they are to be held harmless and indemnified by such customer from all claims in respect of the matters and things abovementioned, by whomsoever made, whether arising from defective gear or from the negligence or misconduct of their servants or not. J. J. PRIOR (TRANSPORT) LTD. may employ a tug of other Owners to do the work, and in any such case the foregoing stipulations are to apply for their protection and indemnification as though the employed tug belonged to them and the men working her were their servants. They may deviate and may take other barges, vessels or things in tow. J. J. PRIOR (TRANSPORT) LTD. will, however requested, so far as to do take all necessary steps at their customers' expense to secure statutory limitation of the liability provided by law are entitled to claim the protection of the Statute. J. J. PRIOR (TRANSPORT) LTD. will not be answerable to any claim from any cause whatsoever.

REPORTS

EXP

TBC ON

Refer to