

"PETROLEUM"
SOCIETA' ANONIMA DI NAVIGAZIONE
CAPITALE SOCIALE L. 5.500.000 INTERAMENTE VERSATO

C. P. E. Genova N. 8725

Navi Cisterna :

"FRISCO,, 6600 T. DW.
"ALABAMA,, 9000 T. DW.

P.

GENOVA, 5th March 1932
VICO DEMARINI, 13

Messrs. LLOYD'S REGISTER OF SHIPPING

L O N D O N

Dear Sirs ,

s/s "ALABAMA"

1 We have duly received your esteemed favour of the
3rd February contents duly noted . -

2 We are sorry to see that whilst your letter deals
with points which we consider of little or no importance , it
does not fully refer to the main point contained in the Affi -
A davits made by the Captain and witnesses viz. that the waviness
is entirely due to bad weather and that it did not exist prior
to the casualty ./- Your reply in connection with this point
would have been of great interest . -

3 There is no denying that by signing a document
detrimental to our interest , without the knowledge or authority
of our Agents or ourselves, Mr. Silleman has gone beyond his
duty . - We note that you say that your New York Office would
naturally assume that Mr. Silleman had full authority to act for
B the Owners . - Evidently your New York Surveyors should have
satisfied themselves on this point and if they have not done this,
it is entirely their fault , for which we are making our reserves.

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The list of damages has only been drawn for the convenience of Mr. White and upon his request and as his attention has been previously attracted by the Captain to the deck buckling, this was left out , but this fact did not exonerate your Surveyors from taking this damage into account. If your Surveyors desired an official list of damages they should have applied either to the Master or to our Agents , and not to Mr. White who was not representing ourselves .-

b.
not necessary

5

No mention is made of undulations of the bridge deck plating in the Master's Log Book as the common practice for Captains of Italian Boats is simply to mention that they fear damages, for which they make all reserves , and never to enumerate same . - In fact no damages whatever are enumerated in the Log Book .-

6

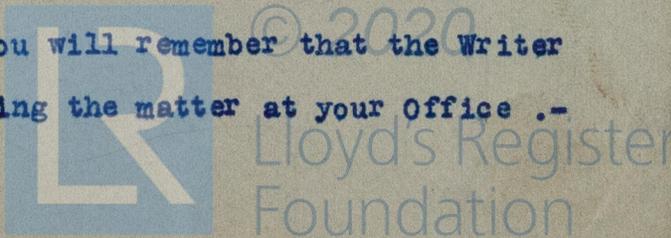
The same remarks apply to the Chief Engineer's Log Book and furthermore we do not see why buckling should be mentioned in the Chief Engineer's Log Book seeing that the deck has nothing to do with the Engine Department . -

S.

7

Mr. French's remarks about the accentuation of the undulations in connection with the bad weather of the 28th/31st March do not throw any light on the matter as in fact since July 1931 it has been agreed by all the local Surveyors that the undulations may have been aggravated by the heavy weather of the 28th/31st March . You will remember that the Writer confirmed this when discussing the matter at your Office .-

agreed



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8 We note that Mr. French was told by Mr. White that another bilge plate was found cracked when the vessel was drydocked at Genoa and that this was non-existent when the vessel was surveyed in America .-

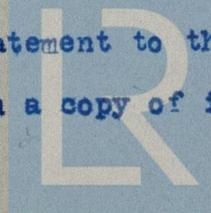
9 In fact a cracked bilge plate as well as a few lose rivets were found here when the Boat was drydocked , but plate and rivets although not repaired were found heavily marked with white paint . - Evidently these marks were made in the States, and we do not understand how these damages having been ascertained and marked for repairs were left untouched . -

10 The above fact is mentioned in the report of the Surveyor of the Tribunal and for further information please refer to your Genoa Office . -

11 It is also a proved fact that even here (when with the ship loaded the buckling was much more than in America) no buckling appeared when the Ship was light and it is incomprehensible how Mr. Richardson could see the buckling at New York the ship being light . - Please see the Affidavits and for further information please apply to your Genoa Office . -

12 It is very interesting to note that although Mr. Richardson did not think worth while to report the slight waviness to the Committee , seven months afterwards he felt justified in issuing a statement to this effect , without notifying you or sending you a copy of it .-

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J
J
owner
ref



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13 We furthermore note from your letter that it was clearly understood between the English speaking individuals that no claim was being made for the wavy deck plating at the time of survey . -

14 The Captain being not an English speaking individual is evidently left out from this agreement , but we find the paragraph of your letter contradictory to a previous one where you say that the Master himself dismissed the buckling as having no connexion with the damage . - Therefore we think that this point must be made definitely clear . -

15 Under the circumstances, we reserve our amplest rights to ascertain the various responsibility in the matter and to take what steps we will think necessary to protect our interests . -

16 It is with utmost regret that we note that up to date you have not replied to the various points raised in our letter of the 4th December 1931 and therefore we shall be glad to hear whether you intend to reply to the above letter, for our own guidance . -

Meantime, we beg to remain, Dear Sirs,

Yours Faithfully,

DI NAVIGAZIONE

M. Sillemans

17
B. P.S. With regards to Mr. Silleman's position in this case, we have received a letter from our American Agents , Messrs. SIMPSON SPENCE & YOUNG of New York , which speaks for itself.- As Mr. Silleman was appointed by them there is no doubt that Messrs.

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B. SIMPSON, SPENCE & YOUNG's letter is conclusive proof that Mr. Silleman had no authority to describe himself as our representative on November 1931, which fact we are placing before you for consideration. -



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