

TELEPHONE: 1510 BIRKENHEAD.

TELEGRAMS: CAMELLAIRD, BIRKENHEAD.

MERSEY RAILWAY: GREEN LANE STATION.

CAMMELL LAIRD & CO., LIMITED.

3, CENTRAL BUILDINGS, WESTMINSTER,
LONDON, S.W. 1.

TELEPHONE WHITEHALL 3088.

IN YOUR REPLY PLEASE REFER TO

Repair Dept.

*Shipbuilding & Engineering Works.
Birkenhead.*

1st Sept. 1937

The Principal Surveyor,
Lloyds Register of Shipping,
Liverpool.

Dear Sir,

M V Accra

We enclose herewith in duplicate plan of proposed extension of Bridge deck forward from frame 43 to 52, with new bridge side plating, also new bridge front.

We shall be pleased to have your approval of scantlings for estimating purposes only, as early as possible.

Yours faithfully,

CAMMELL LAIRD AND COMPANY LIMITED.

J. K. Thompson
MANAGER, REPAIR DEPT.



Tenders are made and orders for work undertaken subject always to the clauses
printed on the back hereof.

W324-0010

CAMMELL LAIRD & CO. LIMITED

The word Company in the clauses below means Cammell Laird & Co. Ltd.

LIMITATION OF LIABILITY CLAUSE.

On delivery by the Company of any goods or materials, or on completion of repairs or work, all responsibility on the part 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, their agents or employees which shall have been discovered, and a written notification whereof shall have been delivered to the Company within two calendar months after the delivery of the goods or materials or completion of the repairs or work. In any such excepted case the Company will supply and/or fit in any port on the Mersey or at any place where the original goods or materials or work were supplied or done, 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 of the Company of supplying or doing the same in such port or place. But the Company shall not be liable, except to the extent above provided for, and shall not in any case be liable for any detention or delay or other consequential damage or other expense however 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 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.

The above clause takes the place of any condition or warranty implied by the Sale of Goods Act or otherwise and any such implied condition or 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 subcontractors 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 work, or by storm, bad weather, or war, or by any additions to, or alterations ordered, or any delay in issuing instructions or final approval of details by the owners or customers or their representatives, or by any breakdown of machinery or plant, or by time occupied in loading any vessel or by any defects in materials 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 work by the workmen, regulations of Governments or by any cause of any nature or description whatsoever beyond the control of the Company, whether of a kind similar to those specifically set out or of a different kind, 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 allowed for supply and/or delivery of the said goods and/or the completion of the said work and/or repairs shall be enlarged by the number of days lost to the Company owing to any such cause and/or causes, and any such delay in completion shall not constitute any default or breach of contract on the part of the Company and no damages 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.

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.