SEA VENTURE

STEAMSHIP MUTUAL

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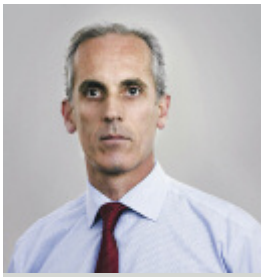
INTRODUCTION



Malcolm Shelmerdine

Welcome to the latest edition of Sea Venture.

This edition of Sea Venture is comprised of a mix of recent legal decisions and issues that are relevant to the disputes and claims encountered by the Club's Membership, together with staff and Member news.

There is particular focus on 'off-hire' with articles discussing the Traps and Perils of these clauses and the recent Court of Appeal decision in the Athena. In addition, and perhaps echoing guarded optimism of rising hire and freight rates, there is an article commenting on some of the legal issues that might arise in these circumstances. On a similar vein, but not included in this publication, are two articles on the Steamship Mutual website dealing with some of the charterparty issues that might arise from a refusal to proceed via the Suez canal or if the canal was closed, and the potential consequences of the recent fire at Copersucar's sugar terminal at Santos. We are grateful to Richard Strub of Holman Fenwick & Willan LLP and Jeb Clulow of Reed Smith for these articles.

http://www.steamshipmutual.com/publications/Articles/Trouble-in-Suez---What-if.htm

http://www.steamshipmutual.com/publications/Articles/SugarFire311013.htm

So far as staff news items, there are a number of reports on staff sporting achievements and successes and, on a more cerebral note, details of the IG P&I Qualification modules passed by eight members of staff. As to Member news there is an item on the launch of the latest new building owned by Bao Island Enterprises, a joint venture between long standing Club Member, Island Navigation and Bao Steel Group. In addition, and following the rescue of a family from a yacht by a Rohden vessel that was covered in Sea Venture XXI, the rescue of four fishermen off the Florida Coast by the crew of Crowley's "Achievement 650-8" is covered. We would be delighted to report on other similar events or news items concerning Members and their crews in future editions of Sea Venture.

As ever The Managers are grateful to everyone that has contributed – from serial article writers such as Sian Morris to first time scribes Lisa Jenkins, Mathew Poole, Kristina Larsson and Jose Calmon – to this edition of Sea Venture.

Malcolm Shelmerdine

28 November 2013

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Punishing Times

An October 2013 decision by the U.S. Fifth Circuit has extended the findings in *Atlantic Sounding Co Inc v Townsend*, and holds that a seaman may recover punitive damages for their employer's wilful and wanton breach of the general maritime law duty to provide a seaworthy vessel.

In Haleigh J McBride et al. v Estis Well Service, LLC, the court in the Western District of Louisiana refused to allow a claim for recovery of punitive damages for unseaworthiness. The Fifth Circuit has now reversed that decision.

The case arose from an incident aboard a barge owned by Estis. While crew members were attempting to straighten a catwalk, which had twisted the previous night, a derrick toppled over, killing one seaman and injuring three others. The estate of the deceased and the three surviving seamen brought a claim against Estis for negligence under the Jones Act and unseaworthiness under general maritime law.

Although the issue considered in *Townsend* was whether punitive damages were available as a remedy for a wilful and wanton failure to pay maintenance and cure benefits, the Fifth Circuit examined the evolution of the remedies available to a seaman under the Jones Act and general maritime law. It concluded in *Haleigh J Mcbride* that the Jones Act did not limit the potential for punitive damages to be awarded under general maritime law. As such, punitive damages remain available to a seaman in a case of causative unseaworthiness under general maritime law.

Richard Allen

■ In an article on the Steamship Mutual website, **www.steamshipmutual.com/PunishingTimes1113.htm** Richard Allen (**richard.allen@simsl.com**) dissects this important decision and considers its implications.

A Shipowner's Right to Freight

The scenario will be familiar to many Members – a disponent owner goes bust midway through a time charter, leaving hire unpaid and the head owner looking to those further down the charterparty chain for payment.

In the recent case of the *"Bulk Chile" (Dry Bulk Handy Holding Inc v Fayette International Holdings Ltd.)*, the Court of Appeal confirmed the right of an owner to redirect payment of freight under the bill of lading, which would otherwise be payable under the voyage charterparty to the charterer, and separately rely on a charterparty lien on sub-freights. Although the decision will be welcomed by owners as offering useful protection in the event of a charterer's default, it should be noted that it meant that the shipper and sub-charterer in this case were obliged to pay freight twice – once to the head owner under the bill of lading claim, and again under the lien claim. Payment of freight by the shipper to the charterer did not discharge the shipper's obligations under the bill of lading.

■ The decision of the Court of Appeal is discussed in more detail in an article by Caro Fraser (**caro.fraser@simsl.com**) on the Steamship Mutual Website at: **www.steamshipmutual.com/RighttoFreight1113.htm**

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The Traps and Perils

Off-hire clauses come in two basic forms: period and net. Members can often be surprised by the effects of the two very different regimes and the consequent outcome for a claim.

The effect of a net off-hire clause was recently considered by an LMMA Tribunal. The charterparty at issue contained two rider clauses as follows:

Clause 66: "that charterers shall be entitled at any time to carry out ultrasonic hose or other testing of the vessel's hatch covers [. . .] The cost and time for such testing shall be borne by charterers unless any deficiency is found, in which case same shall be for owners' account and the vessel shall be off-hire for any time lost thereby …."

Clause 91: "Vessel's holds on delivery to be completely clean [. . .] and in every way ready and suitable to load charterers' intended cargo(es). If the vessel is rejected at loading port(s) by charterers'/shippers' surveyors or competent authorities, then the vessel to be off-hired from the time of failure until all holds pass re-inspection by them and any time lost and all expenses caused thereby to be borne by owners."

Shortly after arrival at the load port, the holds and hatch covers failed an inspection. Following some remedial work, the vessel passed a further inspection two days later. By that time, the berth was occupied by another vessel and loading did not commence for another two days.

■ In an article on the Steamship Mutual website **www.steamshipmutual.com/Off-Hire1113.htm** Sian Morris (**sian.morris@simsl.com**) considers this latest award and discusses some general principles of both period and net off-hire clauses.

On page 14 of this issue of Sea Venture the recent Court of Appeal decision in The "Athena", in which an earlier decision providing that the off-hire period was to be assessed by reference to the "chartered service" as opposed to the service immediately required of the vessel was overturned, is discussed.


Sian Morris

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Bao-Island Enterprises Ltd

Bao-Island Enterprises, a long-time loyal member of the Club, took delivery of a new addition to its fleet on 28 June 2013.

The vessel, a new-build Capesized Bulker, was named the "Pacific Concord". She was built at the Qingdao Beihai Shipyard and measures 94,866GT.

Bao-Island Enterprises is a joint venture between Island Navigation Group, a long-time and valued member of Steamship Mutual, and Baosteel Group of China. Bao-Island owns and operates a fleet of Capesized Bulkers and the "Pacific Concord" is the latest addition, following the delivery in March of a sister ship, the "Pacific Courage".

Mr He Wenbo, Director and President of Baosteel Group, sponsored the naming ceremony, with Mr Alan Tung representing the shipowner. Mr Tung is also a member of the Steamship Mutual Board of Directors.

The Club wishes the "Pacific Concord" many safe and prosperous voyages in the years to come.

U.S. Limitation of Liability Act

From when does the clock start ticking on a ship owner's right to file a claim in the United States to limit their liability to the value of the vessel and its pending freight?

This issue was recently considered in the State Court case of *Great Lakes Dock & Dredge Co. v Marquette Transp. Co.* The defendant filed a limitation action for the value of the vessel and its pending freight. The plaintiff then moved to have the limitation proceeding dismissed as untimely.

The Court concluded that the clock for the six month time limit for limitation proceedings starts to run from when the defendant has received written notice that there is a "reasonable probability" that the claim against them will exceed the value of the vessel and outstanding freight. The burden lies with the defendant to make sure that any limitation action is filed in a timely manner and doubts over the value of the claims being made will not be a defence in cases where a ship owner has failed to timely commence their limitation action.

In this particular matter the defendant's limitation action failed although the decision is currently under appeal. However, for the time being the clear message of this case is that a ship owner that

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Poor Stowage – Who is Responsible?


Lisa Jenkins

In the recent decision in the "EEMS Solar", the English High Court had to consider whether the owner was liable under a Bill of Lading for damage resulting from the movement of cargo during the voyage as a result of poor stowage.

The receiver claimed U.S.$158,809.69, plus interest and costs, in respect of damage to 411 steel coils carried on board the vessel from Xinyang in China to Novorossiysk in Russia. The cargo had been shipped under a Congen 1994 Bill of Lading containing a General Clause Paramount that stated: *"All terms and conditions, liberties and exceptions of the Charter Party. . ."*

Significantly, clause five of the charterparty provided that: *"The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured by the Charterers, free of any risk, liability and expense whatsoever to the Owners. . ."*

The receivers alleged that the damage was caused by unseaworthiness of the vessel, in that owners failed to equip the vessel with adequate lashing material and/or the crew's negligence or breach of contract in (i) failing to rectify an inadequate stowage plan, and (ii) failing to inspect and re-secure the cargo during the voyage upon the breaking of the lashings.

The Admiralty Registrar held that: *"Where the responsibility for the stowage has been contractually passed from the shipowner to the charterer (or cargo owner) the shipowner will not be liable for damage arising from improper stowage even if it renders the vessel unseaworthy unless it is established that the bad stowage leading to the damage arose from a significant intervention by the shipowners or their Master."*

■ The decision is discussed in an article on the Steamship Mutual website **www.steamshipmutual.com/ConsequencesofPoorStowage1113.htm** by Lisa Jenkins (**lisa.jenkins@simsl.com**).

wishes to rely upon the U.S. Limitation of Liability Act 1851 to limit their liability should file a their limitation action at the earliest available opportunity after receipt of written notice evidencing a "reasonable probability" of claims in excess of limitation.


Paul Brewer

■ This decision is discussed further by Paul Brewer (**paul.brewer@simsl.com**) in an article on the Steamship Mutual website at **www.steamshipmutual.com/LimitationLiability1113.htm**

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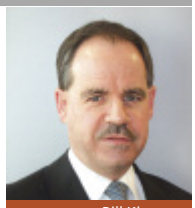
Knock-for-Knock Clauses


Bill Kirrane

In *Kudos Catering (UK) v Manchester Central Convention Complex [2013],* the Court of Appeal considered whether the provisions of a "knock-for-knock" clause protected one party from a claim for failing to perform the contract.

The Convention Centre terminated Kudos Catering's five year catering and hospitality services contract after only three years. Kudos Catering asserted that the termination was wrongful and repudiatory and claimed damages for breach of contract.

The contract had an *"Indemnity and Insurance"* clause, similar to a knock-for-knock clause, including the words: *"The Contractor hereby acknowledges and agrees that the company shall have no liability whatsoever in contract, tort (including negligence) or otherwise for any loss of goodwill, business, revenue or profits […] suffered by the Contractor or any third party in relation to this Agreement".* The Convention Centre argued that this clause protected them from Kudos Catering's claim.

The Court held that this wording had to be considered in the context of the whole clause and contract, and that this exclusion *"related to defective performance of the Agreement, not to a refusal or to a disabling inability to perform it."* This decision is similar to the decision of Mr Justice Teare in the "A Turtle", a case involving a tug owner's liability for the loss of a tow.

English law seems to be developing towards a position where, depending on the exact wording, a knock-for-knock clause might protect a party who is performing a contract badly, but it might not protect a party who does not perform the contract at all.

■ The decision in Kudos Catering is discussed by Bill Kirrane (**bill.kirrane@simsl.com**) in an article on the Steamship Mutual website at
www.steamshipmutual.com/KnockforKnock1113.htm

Force Majeure or Not?

This dispute relates to a chain of contracts for the sale of crude oil from Nigeria. The operator of the oil terminal commenced the loading of the "Crudesky" without proper written authorisation.

As a result, the vessel was detained by the Nigerian authorities for a month and a half. The vessel was subsequently released upon payment of a "fine" of U.S.$12 million to the Nigerian Ministry of Oil.

Trafigura, who were the buyers at the top of the chain of sale contracts, had chartered the vessel from her disponent owners, Great Elephant. Great Elephant claimed against Trafigura for demurrage and additional losses by reason of the vessel's detention. Trafigura sought to pass these losses down the chain to its immediate seller, Vitol. Vitol, in turn, sought to pass them to its seller. At first instance, Teare J held that the "fine" demanded had been illegal and broke the chain of causation between breach on the part of Vitol and the losses suffered by Trafigura. Trafigura appealed. Vitol likewise appealed against its seller. The Court of Appeal in reversing the decision held that the delay had not been an unforeseeable force majeure event beyond the control of any of the contracting parties.

■ The judgement is discussed in more detail by Sian Morris (**sian.morris@simsl.com**) in an article which can be found at
www.steamshipmutual.com/ForceMajeure1113.htm

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Crowley Crew to the Rescue


Matthew Poole

On 15 September 2013 a vessel operated by Club Member Crowley Maritime performed its second at sea rescue this year.

Captain Gus Cramer and the crew of the articulated tug barge "Achievement 650-8" were involved in the successful rescue of four fishermen whose fishing boat was found to be taking on water 35 miles off the Florida Coast.

With unexpected bad weather hitting the area, the U.S. Coastguard resources were stretched thin and they were unable to assist the ailing fishing boat. Captain Cramer, aware of the situation via distress calls, took the quick decision to assist the vessel.

The situation was further complicated by the need for the fishing boat to continually run with the wind and waves in order to avoid taking on excess water. By maintaining radio contact and in spite of the boat's ever-changing position, the "Achievement 650-8" was able to reach the fishing boat within two hours, just as radio contact was lost and nightfall was fast approaching.

The four fishermen were successfully evacuated from the stricken boat and transferred safely to the Crowley vessel via use of the pilot ladder; this was all done without incident or injury.

The actions of Captain Cramer and the crew of the "Achievement 650-8" serve to highlight the competence, expertise and commitment to excellence which the Club has come to expect from this long standing and well respected U.S. Member.

■ Article by Matthew Poole (**matthew.poole@simsl.com**)

Damages vs. Deposit

In the event that the buyer in repudiatory breach fails to pay the deposit due under a memorandum of agreement, is the seller's claim limited to compensation for its actual losses or the deposit?

This is the issue that was recently before the English High Court in the context of the Norwegian Saleform 1993 ("NSF 1993") and on appeal from an arbitration decision – the "Griffon".

Clause 13 of the standard NSF 1993 provides:

"13. Buyers' default

Should the deposit not be paid … the Sellers have the right to cancel this Agreement, and they shall be entitled to claim compensation for their losses and for all expenses incurred together with interest.

Should the Purchase Price not be paid … , the Sellers have the right to cancel this Agreement, in which case the deposit together with interest earned shall be released to the Sellers. If the deposit does not cover their loss, the Sellers shall be entitled to claim further compensation for their losses and for all expenses incurred together with interest."

The seller's position was that the right to payment of the deposit had accrued before the MOA was terminated so that they were entitled to claim the deposit either as a debt or as damages for breach of contract. The buyer's position was that the sellers were only entitled to claim compensation for their losses – the difference between contract and market price, which was U.S.$275,000 – and not the deposit, which was U.S.$2,156,000.

The arbitrators decided the dispute in favour of the buyer. That decision differed from an earlier arbitral decision involving different parties. In this other case, the sellers were entitled to the deposit either because it had fallen due for payment or as damages for breach of the obligation to pay the deposit.


Jo Cullis

■ The High Court's decision in favour of the seller is discussed in an article by Jo Cullis (**jo.cullis@simsl.com**) at **www.steamshipmutual.com/FailuretoPay1113.htm**

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The Enforcement of Awards in Australia

The Australian Federal Court has overturned on appeal the decision in *Dampskibsselskabet Norden A/S v Beach Building & Civil Group Pty Ltd.*

It held that a voyage charterparty is "a sea carriage document" for the purpose of Australian Carriage of Goods by Sea Act 1991(COGSA 1991) Sections 11(1)(a) and 11(2)(a) and that therefore law and arbitration clauses and International Awards produced thereunder were void and unenforceable in Australia. The decision last year attracted some criticism and is discussed in an earlier article on the Steamship Mutual website:

http://www.steamshipmutual.com/publications/Articles/Norden1212.htm

However, on appeal it was held that a voyage charterparty is not a "sea carriage document" for the purposes of s11 of the (COGSA 1991) and therefore foreign Awards, in this particular case a London Arbitration Award, are enforceable in Australia.

The full text of the Court of Appeal's decision can be found at: **http://www.judgments.fedcourt.gov.au/judgments/Judgments/fca/full/2013/2013fcafc0107**

The decision has clarified and highlighted the line between a voyage charterparty involving a contract for the hire or use of a ship, and a sea carriage document such as a Bill of Lading.

The Court considered that disputes involving charterparties (including voyage charterparties) have historically been settled by arbitration and that parties to these charters have freedom of contract and should have the ability to agree where their disputes are to be heard. The Federal Court acknowledged that this policy of allowing freedom of contract is also reflected under Australian Law, and elsewhere by the adoption of the New York Convention and UNICITRAL Model Law.

However, owners and charterers need not have the same protection as intended for parties to Bills of Lading and Way Bills, meaning other "sea carriage documents" where the position is protected under COGSA 1991.

The Court considered that interpreting Voyage Charterparties as equivalent to Bills of Lading, thus rendering their law and arbitration provisions ineffective, would run against the stated objects of COGSA itself (Section 3) and was not, they held, intended by Australian Parliament.

The Federal Court has therefore resolved the contradiction between COGSA and the New York Convention incorporated domestically in Australia which states that International Awards are to be enforced in the same way as Domestic Awards.

Parties to a charterparty (whether time or voyage) can therefore breathe more easily and it has been confirmed that they do indeed have freedom of contract and can choose their law and arbitration provisions. They can obtain Arbitration Awards in London or elsewhere and, if otherwise compliant with principles on enforceability, can enforce the same in Australia.

This is a welcome clarification to the position under voyage charters and reverses what was considered a difficult decision to reconcile as to the definition of sea carriage documents with international understanding, but also the definition within COGSA 1991 itself and other statutes permitting enforcement of such Awards.

■ We are grateful to Simon Wolsey of MFB Solicitors for this article.
www.steamshipmutual.com/publications/Articles/Enforcement-of-awards-in-Australia.htm

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The New Australian Navigation Act

In 1912, when the "Titanic" was launched and tragically sank, the Australian Navigation Act 1912 (Cth) came into force. The 1912 Act has, of course, been subject to revision over the last 100 years but the structure and many of the original sections remain in 2012.

The Navigation Act 2012 (Cth) ("the 2012 Act"), the Navigation Regulations 2013 and the amended Australian Maritime Safety Authority (AMSA) Marine Orders collectively represent a complete and long awaited rewrite of the 1912 Act. Among other things, these documents implement the rulings of the ILO Maritime Labour Convention (MLC) and give AMSA wide powers of inspection and enforcement by way of civil penalties. The government's intention was not to amend the substance of the existing regulations but to modernise them. To a large extent this has been achieved, but the introduction of civil penalties has sharpened AMSA's teeth when it comes to the enforcement of its provisions.

One of the primary roles of the 2012 Act is to ensure compliance with the many international conventions to which Australia is a signatory including STCW, the MLC, Load Lines Convention, SOLAS, the Collision Regs, CSC, the Tonnage Convention, MARPOL, CLC, the Salvage Convention and UNCLOS.

In an article on the Steamship Mutual website, Joe Hurley and Chris Sacré of HWL Ebsworth, lawyers based in Sydney, raise three areas for the attention of ship owners, operators and charterers. They also advise caution when calling to Australian waters.

■ Read the full article here: **www.steamshipmutual.com/new-australian-navigation-act-2012.htm**

Time Bars in Collision Cases

Juan Zaplana

Solicitors acting for the "Theresa Libra" and "MSC Pamela" concluded an agreement apportioning blame for a collision between the two vessels at 25:75 in favour of the "Theresa Libra".

The agreement provided for English law and jurisdiction and that:

"The claim of 'MSC Pamela' and 'Theresa Libra' shall, failing agreement, be referred to the Admiralty Registrar, assisted if necessary by experts, to assess the respective claims".

The solicitors for the "Theresa Libra" served a detailed claim assessment on their opponent solicitors and requested the latter to present their claim and costs. They did not and after the two year collision limitation period had passed the "Theresa Libra" solicitors issued a claim form only to be met by a time bar defence.

Finding for the owners of the "Theresa Libra", Teare J held inter alia:

"In my judgment it would be unjust and unfair, …., if the owners of 'Theresa Libra', having settled liability well within the two year limitation period, having secured the agreement of the owners of 'MSC Pamela' to pay 75% of their damages and having promptly sought to exchange claims and supporting vouchers with a view to agreeing quantum, should now be unable to enforce the obligation to pay assumed by the owners of 'MSC Pamela'. I would therefore have extended time for the commencement of proceedings."

■ The decision is discussed in an article by Juan Zaplana (**juan.zaplana@simsl.com**) on the Steamship Mutual website at **www.steamshipmutual.com/ProtectingTime1113.htm**

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Rising Market – A Cause for Disputes

Following the prolonged economic downturn, parts of the freight market have seen positive movements in 2013 with the Baltic Dry Index (BDI) reaching highs of over 2,000. While improvements in market conditions are generally to be welcomed, a rising market can be a cause for disputes.

For example, owners may take a stricter approach with late or non-paying charterers with an eye to alternative and more attractive fixtures. Equally, charterers will also look to maximise earnings from their charters fixed at favourable rates, perhaps by seeking to extend charter periods or pushing contractual tolerances for final voyages.

Jeff Cox

■ These issues are considered in further detail by Jeff Cox (**jeff.cox@simsl.com**) on the Steamship Mutual website at: **www.steamshipmutual.com/RisingMarket1113.htm**

A Reasonably Safe Port?

Kristina Larsson

In *Gard Marine & Energy Ltd v China National Chartering Co Ltd ("The Ocean Victory")* (2013) the vessel was ordered by the time charterer to discharge at Kashima. While in the port, the weather conditions deteriorated and, following advice from the time charterer's local representative, the master departed for safety reasons. While navigating the narrow fairway, the vessel lost steerage and grounded. The vessel broke apart, requiring removal of the wreck.

The owners claimed that the port was prospectively unsafe. The legal definition of safety was set out in negative terms in the judgement of Sellers LJ in the *"Eastern City"* (1958) :

"A port will not be safe unless, in the relevant period of time, the particular ship can reach it, use it and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship."

However, in addition to alleging that the grounding had been caused by the negligent navigation of the vessel when leaving the port, the charterer also argued that what was relevant was reasonable safety and the taking of reasonable precautions to avoid any hazard, as well as that a port cannot be unsafe if its systems do not guard against every hazard.

■ If successful, the charterer's argument would have changed the definition of safety as defined in the *"Eastern City"*. The decision and why the port was unsafe for the "Ocean Victory" is discussed in an article by Kristina Larsson (**kristina.larsson@simsl.com**) on the Steamship Mutual website at **www.steamshipmutual.com/SafePort1113.htm**

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Too Much Cargo – Damages?

In London arbitration 15/13 The owners chartered the vessel on an amended NYPE form to the head charterers who agreed a sub-voyage charter for the carriage of 50,000mt corn in bulk, 10% more or less in the head charterer's option, from Brazil to Indonesia.

In arbitration proceedings between the parties, one of the issues at stake was whether the owners were in breach due to the Master's failure to properly sign accurate mate's receipts in respect of cargo loaded.

After loading had finished, the quantity loaded as recorded by the shore scales was 50,299.983mt. This was reflected in the mate's receipts, signed by the Master, in which the quantities were described as "said to be" and qualified by the words *"quality, quantity, weight, measure, condition, contents and value unknown"*. Four draft surveys each showed a loaded quantity of more than the amount recorded by the shore scales.

No remarks were made on the mate's receipts or the bills of lading regarding the discrepancy, and whilst the master did issue a notice of protest, the head charterers claimed not to have received any notice of the discrepancy until after clean bills were issued. The head charterers successfully claimed for dead freight on the basis that as a result of the under-recording of the cargo they incurred a loss of freight under the sub-charter.

■ The Award is discussed in more detail by Jamie Taylor (**jamie.taylor@simsl.com**) in article found at **www.steamshipmutual.com/MoreCargoOnBoard1113.htm**

Ship Familiarisation Course

In mid-September four Steamship Mutual claims executives and two members of its statistics team travelled north to Liverpool to attend Taylor Marine's Ship Familiarisation Course.

Colan Hyde, Tom Kavanagh, Alexandra Lamont, Disa Leadon, Susanna Marsden and Alexis Petrou, together with Hannes Daem from Belgibo, exchanged their usual office attire for hard hats, boots and high visibility clothing to spend three days exploring Liverpool's ports, docks and vessels.

At Mersey Docks the team inspected the stacking and lashing of containers, as well as the monitoring of reefer containers. They visited an automated steel terminal, and saw how issues can arise with hot rolled and cold rolled steel products.

The team went on board tugs as well as a bulk cargo vessel discharging corn, where they crossed paths with some customs officials. They were taken on a tour of a Ro-Ro vessel where they experienced the heights of the bridge, the noise of the engine room and the loading of cargo, questioning the captain and engineers as they went.

There was also a visit to the dry dock where they saw a tug, a yacht and a Royal Fleet Auxiliary vessel undergoing maintenance and repairs. They were amazed by the sheer size of the vessels, but the highlight was the 360° ship handling simulator at Lairdside Maritime Centre. It was here that they were able to pilot vessels in and around the River Mersey with its strong currents, and used their new skills to race from Calais to Dover!

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Service Immediately Required or Charter

In the last issue of Sea Venture the decision of the English Commercial Court in The "*Athena*" was discussed **http://www.steamshipmutual.com/publications/Articles/Athena0613.htm**. The vessel owners had appealed an arbitration decision in which the tribunal had concluded that "*the consequence of the Master's failure to proceed directly to Benghazi was a loss of time by her delayed arrival at that port.*" As such the vessel was off hire for that time under a "net loss of time" off-hire clause – an amended clause 15 of an NYPE charterparty.

According to the tribunal the relevant test was, following The "Berge Sund", whether there was an "immediate loss of time" in relation to the service then required and all the charterers needed to demonstrate was (a) that there was a default on the part of the master, and (b) that in consequence there was an immediate loss of time. As there had been the vessel was off hire.

Somewhat surprisingly that decision was overturned on appeal. The judge said "*that it was not sufficient for the charterers to show that there was a net loss of time in performing the service immediately required of the vessel, the charterers were only permitted to deduct hire to the extent that they could show that there was a net loss of time to the chartered service*".

The vessel had loaded a cargo of wheat at Novorossiysk for carriage to Syria but the cargo was rejected at the discharge port. Therefore, the charterers ordered the owners to discharge at Benghazi, Libya, but contrary to those orders the vessel did not proceed directly to the new discharge port because of delays while the bills of lading were re-issued. In all some 11 days were lost before the voyage to Benghazi was resumed. However, when the vessel arrived at Benghazi she did not berth any earlier than, in fact, she would have done if she had proceeded directly to that port. As such there was no net loss of time to the chartered service, the tribunal's decision was overturned and the vessel remained on hire for the entire period.

That decision has now itself been reversed on appeal – "*The judge's view is unjustified by the wording of the clause, inconsistent with the conventional approach to the clause, …, inconsistent with hallowed authority and could moreover lead to the need for "the most intricate and speculative enquiries as to the course which events would have taken*" if full working of the vessel had not been prevented,…" Tomlinson LJ.

■ The Court of Appeals decision is discussed in an article by Malcolm Shelmerdine (**malcolm.shelmerdine@simsl.com**) at **www.steamshipmutual.com/TheAthena1113.htm**

The Traps and Perils of Off Hire clauses generally are discussed in an article on page 5 of this issue of Sea Venture.

Who is Responsible for Cost?

In the case of "Lehman Timber", the Court of Appeal re-affirmed that the established practice for providing GA security is by way of a GA guarantee and GA bond.

The Court of Appeal also had to deal with the question of which party was responsible for the costs incurred by the vessel owner storing the cargo ashore while exercising their lien as a result of the failure of the consignees to provide adequate GA security.

The case stemmed from the refusal by cargo receivers to provide adequate GA security after a GA incident involving a main engine breakdown. Having received a GA guarantee for only part of the cargo, owners exercised their lien for GA contributions and discharged the cargo into a warehouse.

Issue 20 of *Sea Venture* discussed both the arbitration where owners successfully recovered their contribution to GA and storage costs from cargo interests and the subsequent appeal in which the High Court overturned the arbitrator's decision that the cargo interests were liable for the storage costs.

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Service as a Whole?

Ben Johnson

In a decision to be welcomed by carriers, the Court of Appeal overturned the general rule that the costs of retaining possession of goods when exercising a lien are not recoverable from the owner of the goods. In doing so, the Court sought to distinguish the House of Lords' decision *(Somes v British Empire Shipping)* on which the High Court had relied when deciding against owners.

■ The decision of the Court of Appeal is discussed in detail in an article by Ben Johnson (**ben.johnson@simsl.com**) on the Steamship Mutual website at:
www.steamshipmutual.com/MMO0813.htm

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Crowe Boda & Co Pvt Ltd

Indian Claims Service

Crowe Boda's association with Steamship Mutual dates back to 1947 in the aftermath of Indian Independence from Britain. At that time Mr. Jagmohandas Bhagwandas Boda, the Founder of Crowe Boda, played an important role in developing links with the Club and forging close ties with Indian ship owners. Since that time the Boda family has been of great service to the Club's Indian Members and those Members in need of assistance at Indian ports.

Crowe Boda provides P&I correspondent services for Steamship Mutual at all the major Indian ports and can call upon the considerable resources of the J.B. Boda Group, including an in-house marine survey company. Steamship Mutual and Crowe Boda also enjoy a close relationship with the law firm Bhatt & Saldanha, the Club's listed legal correspondent, who are based in the same building in Mumbai.

The team is led by Executive Director Robin Sathaye who is a qualified Master Mariner and has an MSc in Shipping, Trade and Finance. Robin worked in shore-based roles prior to joining Crowe Boda.

"JAG RISHI" – owned by The Great Eastern Shipping Company Ltd in Mumbai, one of the first Indian Members of the Club.

Disposal of Solid Bulk Cargo Residues

With effect from 01 January 2013, MARPOL Annex V Regulations have introduced tighter rules on the discharging of garbage at sea. Significantly, the scope of the regulations has been expanded.

Hold washings containing cargo residues, cleaning agents and additives that meet IMO criteria as 'Hazardous to the Marine Environment' ("HME") are now treated as 'garbage' and, as such, their discharge at sea had been prohibited.

Two issues particular issues were highlighted in terms of shipowners' ability to comply with the new rules:

- that shore based reception facilities for discharging hold washings were not widely available at ports; and
- that the database listing substances that are designated, based on laboratory testing, as hazardous to the marine environment would not be in operation until 2015.

In response to concerns raised in the industry, a decision was taken by the IMO (as an interim measure) to relax the regulations to allow hold cleaning water containing HME residues to be disposed of at sea, outside 'special areas' until 31 December 2015, subject to the provisos that:

Time Bar for Cargo Claims in Brazil

It will perhaps be a surprise to those unfamiliar with Brazilian Maritime Law that the time bar for a cargo claim in Brazil can vary from one year to five.

This is because the relevant provisions of Brazilian law provide:

1) Article 8 of Law-Decree 116/1967 – one year time bar from the date of cargo discharge
2) Article 206 of the Civil Code 2002 – three year time bar from the date of the incident
3) Article 27 of the Consumer Code – five year time bar from when the claimant had knowledge of the damage

Leaving aside issues in relation to when time starts to run and notwithstanding the fact that these laws are well established, there are many compelling arguments for the application of each time bar in any particular claim.

The argument for the one year time bar is that the Decree specifically applies to the Brazilian carriage of goods by sea. Moreover, the subsequent Civil Code did not revoke the 1967 Decree since general supervening laws do not revoke specific laws.

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1. based upon the information received from the relevant port authorities, the master determines that there are no adequate reception facilities either at the receiving terminal or at the next port of call;
2. the ship is en route and as far as practicable from the nearest land, but not less than 12 nautical miles;
3. before washing, solid bulk cargo residue is removed (and bagged for discharge ashore) as far as practicable and holds are swept;
4. filters are used in the bilge wells to collect any remaining solid particles and minimize solid residue discharge; and
5. the discharge is recorded in the Garbage Record Book and the flag State is notified utilizing the Revised Consolidated Format for Reporting Alleged Inadequacies of Port Reception Facilities (MEPC.1/Circ.469/Rev.2).

■ Further to the above, BIMCO has updated its Hold/Residue Disposal Clause **www.bimco.org/en/Chartering/Clauses/Hold_Cleaning** for Time Charterers in response to the MARPOL Regulation changes. Owners and Charterers may wish to review their standard rider clauses to ensure that these new and potentially quite onerous obligations regarding the disposal of residues and hold washing water are adequately addressed.


Andrew Hawkins

Article by Andrew Hawkins (**andrew.hawkins@simsl.com**)

In relation to the Civil Code time bar, arguably this applies because the Civil Code incorporates a chapter concerning general carriage of goods. However, as noted above, while the 2002 Civil Code supervened the 1967 Decree it did not revoke the 1967 Decree!

Lastly, the Consumer Code time bar may be raised if the judge decides that the claimant should be considered a consumer in relation to the contract of carriage.

In an attempt to unify the legislation on the subject, the Brazilian Law operators – a special committee formed by the House of Representatives (Camara dos Deputados) and commercial law professionals – are discussing a new Commercial Code which should address and solve this issue by prescribing a one year time limit to bring a cargo claim.


Jose Calmon

■ Jose Calmon (**jose.calmon@simsl.com**) discusses these issues and possible developments in Brazilian Maritime Law in an article on the Steamship Mutual website at: **www.steamshipmutual.com/TimebarBrazil1113.htm**

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BIMCO Clause

Slow Steaming

Factors including on-going economic concerns and increased environmental responsibility have led to a greater interest in parties considering the benefits of reductions in the operating speed of vessels.

Although fuel saving might be disproportionately beneficial, slow speeding is at face value attractive at a time of overcapacity of tonnage in the market since slower transit times can increase the employment of vessels. Additionally, if a vessel can arrive at a load or discharge port with less waiting time, this may improve port safety and minimise time in port. Bunker prices are at high levels, particularly so for more specialised bunkers, such as low-sulphur blends and this further increases the incentives to consider slow steaming.

Whilst fuel savings could bring an immediate cost benefit, marine fuels tend to burn more efficiently under high engine loads. Continued engine operation at lower loads may cause extra fouling and the engine manufacturers should be consulted for general advice and assistance with any special modifications, or enhanced maintenance programmes.

Owners may agree to market a vessel as having eco-speed capability but any such performance guarantee may necessarily be limited or given 'without guarantee'. This is due to uncertainty as to the extent of the vessel's speed and performance under slow steaming conditions.

Where the parties' obligations are unclear, claims could arise in relation to the slower speed itself, as well as in relation to delays to cargo that is perishable, subject to movements in market prices and or seasonal demand. There may also be liability for hazards or events that would not have been encountered but for the delay.

As well as delay based claims, allocation of responsibility for the costs of modifications to the vessel, increased maintenance and for engine damage ought to be addressed.

■ To assist owners and charterers, BIMCO have developed standard clauses for time and voyage charterparties. These, together with other recent developments in this area, are considered in further detail by Jeff Cox (**jeff.cox@simsl.com**) on the Steamship Mutual website at: **www.steamshipmutual.com/SlowSteaming1113.htm**

After Deepwater Horizon

In the case of "Ranger Insurance Limited the Transocean Offshore Deepwater Drilling Inc" contractual indemnity and additional assured issues in the wake of "Deepwater Horizon" were raised.

The catastrophic explosion aboard the "Deepwater Horizon" mobile drilling unit (MODU) and its consequences are well documented. The extensive litigation connected with the incident rumbles on and has spawned a particularly noteworthy case which will be of interest to those involved in contracting for services performed in the offshore industry and their insurers alike.

The owners of the MODU, Transocean, insured it through Ranger Insurance Co to a policy limit of US$50 million. Excess insurers in the London market provided a further US$700 million of cover. BP America Production Company ("BP") had entered a drilling contract with Transocean to employ the unit to exploit the Macondo well. Various BP companies were named as Additional Assureds under Transocean's policy of insurance.

On 1 March 2013, the Fifth Circuit issued the in re Deepwater Horizon opinion, holding that BP was afforded extensive additional insured coverage under Transocean's umbrella insurance policies for pollution liabilities arising from the "Deepwater Horizon" incident. It decided that the insurance policies alone and not the indemnity obligations defined within the Drilling Contract governed the scope of BP's additional insured coverage.

The Fifth Circuit subsequently withdrew its opinion and, in its place, certified two questions to the Supreme Court of Texas:

1. Whether BP is covered as an Additional Assured based solely on the language of the insurance policies.
2. Whether the doctrine of contra proferentum requiring insurance policies to be interpreted against insurers and in favour of insureds applies to sophisticated parties.

The answers to the questions may well clarify how contractual indemnity and additional insurance clauses in separate contracts will be interpreted in future disputes between sophisticated insureds.

■ The case is discussed by Richard Allen **(richard.allen@simsl.com)** in an article on the Steamship Mutual website at **www.steamshipmutual.com/ContractualIndemnity1113.htm**

Incorporation into a Bill of Lading

On 14 October 2013 the English High Court handed down an important judgment on the incorporation of charterparty law and jurisdiction clauses into a bill of lading. The judgment also considers the incorporation of a law and jurisdiction clause from one charterparty into another.

The Bill of Lading in question was on the well-known Congenbill 1994 form. Clause 1 on the reverse side provided that:

"*All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated*".

However, the charterparty to which the bill of lading referred did not contain a "Law and Arbitration" clause. Instead it contained a "Law and Jurisdiction" clause providing for the exclusive jurisdiction of the English High Court.

The question for the Court was whether the "Charterparty Law and Jurisdiction" clause was incorporated in the bill of lading, even though the incorporating words referred to a "Law and Arbitration" clause. The Court held that it was, based on the fact that the parties to the bill of lading must have intended the charterparty dispute resolution clause to be incorporated therein. The Court concluded that the use of the word "Arbitration" rather than "Jurisdiction" in the bill of lading could be corrected as a mistake in expression by the process of interpretation.

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Hull Fouling; A Messy Problem

Hull fouling is a recognised issue that can lead to performance problems by reducing a vessel's speed and increasing its fuel consumption. As a result owners can be exposed to claims from charterers for underperformance and overconsumption.

Under common law and most standard forms of charter-parties, if a vessel sails within agreed limits, owners have no contractual remedy to enable them to demand that the charterer arranges and pays for the cleaning of the vessel's hull. Indeed, most charter clauses dealing with this issue have tended to be limited to idling time in port or at anchorage in excess of an agreed number of days that permit owners to suspend the charter performance warranty until the hull has been cleaned. The issues that arise in these cases can give rise to costly disputes with complicated factual issues and points of construction – see the "Kitsa":

www.steamshipmutual.com/publications/Articles/Articles/HullFoul0405.asp

BIMCO has this year introduced a new clause to address hull fouling as a result of a prolonged stay in tropical waters in compliance with charterers orders.

www.bimco.org/en/Chartering/Clauses/Hull_Fouling_Clause_for_Time_Charter_Parties.aspx

The clause states that if the vessel remains in tropical zone or outside such a zone for more than an agreed period of time "*.. any warranties concerning speed and consumption shall be suspended pending inspection of the Vessel's underwater parts….*" and that either party can call for an underwater inspection to be arranged jointly by owners and charterers.

When cleaning is required, this is at charterers "*… risk and cost …*" but under the Masters supervision. However, if owners for whatever reason refuse to permit cleaning, charterers are entitled to reinstate speed and consumption warranties. In contrast if cleaning is not permitted or possible, or charterers decide to defer cleaning, the charterparty performance warranties remain suspended until cleaning is performed.

Ellie Marnerou

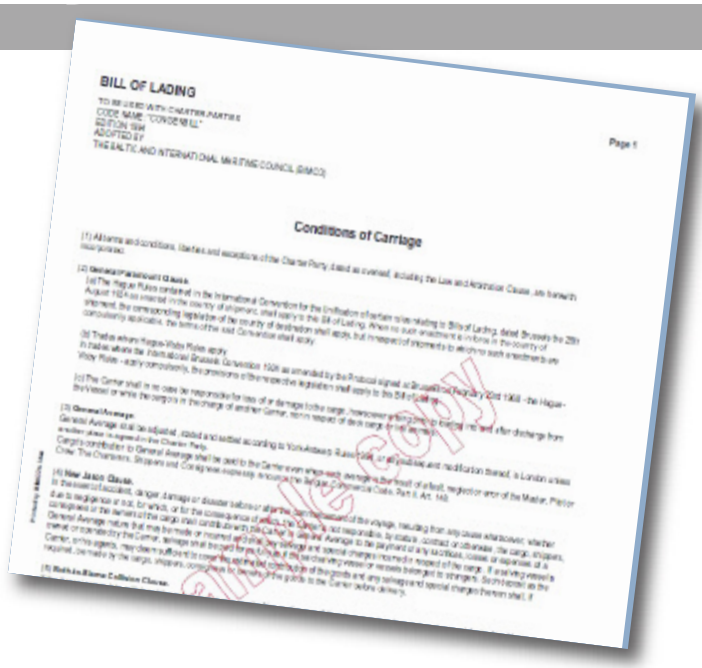
It is to be hoped that the introduction of the BIMCO Hull Fouling clause will bring a solution to the often long and costly disputes arising from this subject.

■ Article by Ellie Marnerou (**ellie.marnerou@simsl.com**)

Although specific words are required to incorporate a charterparty dispute resolution clause into a bill of lading, the Court went on to hold that the general words "otherwise as per proforma […] logically amended" in a fixture recap will normally be effective to incorporate the dispute resolution clause in the earlier charterparty.

The Cargo Interests have been granted permission to appeal to the Court of Appeal.

■ The decision is discussed by David Morriss and Jenny Salmon of Holman Fenwick Willan LLP, who acted for the successful owners, in an article on the Steamship Mutual website: **www.steamshipmutual.com/TheChannelRanger1113.htm**



BILL OF LADING

Conditions of Carriage

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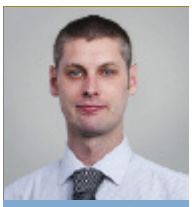
Risks in Rough Weather

The risks associated with launching and recovering davit-launched rescue crafts have been extensively studied and documented in recent years.

Perhaps less well documented are the risks associated with operating these small, powerful boats in rough sea conditions. The recent Scottish Court judgment in *Cairns v Northern Lighthouse Board* (2013) has served to bring such risks to the fore.

In the course of her employment, Cairns was required to travel on a Rigid Inflatable Boat (RIB). The RIB encountered rough seas, causing it to slam into the water. The resultant impact led to Cairns sustaining compression injuries to her lower back.

Cairns brought an action against both her employers and the RIB owner under common law, and also under the Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations (1997). The case depended on the expert evidence around the prevailing weather conditions, and the helmsman's actions in response to these conditions. Cairns' claim succeeded.



Dean Forrest

■ This judgement and the risks associated with the operation of rescue craft in rough seas are considered in an article by Dean Forrest (**dean.forrest@simsl.com**) and the Club's Loss Prevention Department, which can be found at **www.steamshipmutual.com/RIBsInRoughWeather1113.htm**

Cargo Left on Board

Simon Thornton

Until the recent case of *Anapa Shipping Co. v Hammoudeh Brothers for Trade and Investment Co.*, the Courts in England have not had to consider the precise wording and mechanisms of an order sought by a carrier to sell cargo that the cargo owner has failed to discharge.

In this case, the shipowner carrier was left with cargo on board which was limiting the vessel's future employment. The Court had earlier found that the cargo owner, in breach of its obligations as a bailor, had failed to cooperate in discharging the cargo. As such, the carrier sought assistance from the Court to dispose of the cargo. However, the Court was reluctant to issue an order for sale of the cargo because, when selling the cargo, the carrier could not give good title of the goods to any purchaser.

Acknowledging these difficulties, the judge adopted a creative approach and issued a mandatory order that the cargo owner fulfil their duty to relieve the carrier of the cargo. In the event they did not comply the cargo owner would appoint the carrier as its agent to sell the cargo. To protect the carrier regarding any issue of good title, the judge also ordered that in the (likely) event that the carrier would, as the cargo owners' agent, have to arrange a sale, the carrier must provide full disclosure to any buyer of the basis upon which the sale was made and upon which they were giving or purporting to give title.

Article by Simon Thornton (**simon.thornton@simsl.com**).

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Without Prejudice – Not Always the Case

The underlying policy behind the without prejudice rule is well-known. The parties in a dispute are encouraged to settle, instead of litigating, their disputes without fear that statements made during settlement negotiations will be admitted as evidence on questions of liability.

It is for this reason that the without prejudice rule generally excludes from evidence written and oral statements made in a genuine attempt to settle disputes.

While this is true most of the time, it is not true all of the time. The without prejudice rule is a general, not absolute, rule. Exceptions arise in practice so it is sensible to remember that, in certain instances, one or another of the parties in dispute may rely upon without prejudice communications as evidence. These are:

- Rectification – X may rely upon wp communications with Y to show a term of their settlement agreement requires correction as it has been misstated.
- Existence of Settlement Agreement – X may rely upon wp communications with Y to show a binding settlement was concluded if Y claims the opposite.
- Perjury, Blackmail or other Unambiguous Impropriety – Y makes a false statement when testifying. X may rely upon on communications with Y as evidence of Y's perjury.
- Misrepresentation, Fraud or Undue Influence – Y tells X he will accept US$100,000 in final settlement of a US$250,000 claim. In reliance upon Y's representation, X pays Y US$100,000. Y brings a claim against X for the balance of US$150,000. X may rely upon wp communications with Y.
- Reasonableness – Y seeks to set aside his settlement agreement with X. X may rely upon wp communications with Y as evidence of the reasonableness of the settlement.
- Estoppel – Even where there is no concluded settlement agreement, Y makes a clear statement in wp communications upon which X reasonably relies. This may be admissible as evidence of estoppel.
- Delay – Y files an application to dismiss X's claim for want of prosecution. X may rely upon the fact that wp communications occurred and use the relevant dates as evidence to explain the delay.
- Costs – X prevails in his claim against Y. Y may rely upon wp communications save as to costs as evidence for the Court or Tribunal to consider when assessing costs.

■ In an article written for the Steamship Mutual website, Jacqueline Zalapa of Reed Smith, London, explains the without prejudice rule. **http://www.steamshipmutual.com/WithoutPrejudice1113.htm**

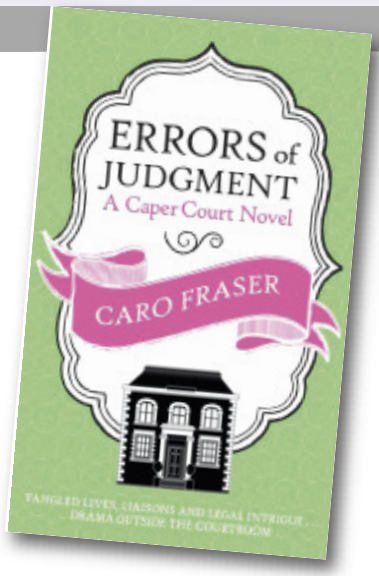
Errors of Judgment – A Novel

Many of Steamship Mutual's Eastern Syndicate Members will be familiar with Caro Fraser as one of the Club's senior FDD claims' handlers.

However, few will be aware that in addition to contributing articles to the Club's website, Caro is also a published author and has recently had an eighth book – *Errors of Judgment* – in her Caper Court series* published. The first book "The Pupil" was published 20 years ago and was the first novel to be reviewed by Lloyd's List.


Caro Fraser

Caro's novels are about the relationships between the members of No. 5 Caper Court – a commercial set of Barristers' Chambers. She claims all the lawyers in Caper Court are fictional characters and any similarities with her friends and colleagues are coincidental. However, notwithstanding continuing speculation on that front and a reference in the book to "voluminous by-products of hot air and ashy waste … generated by City solicitors", the official launch of *"Errors of Judgment"* held in a book shop in the city in early October attracted a good turnout of those friends and colleagues.



**Other novels in the series include: "Judicial Whispers", "An Immoral Code", "A Hallowed Place", "A Calculating Heart", "A Perfect Obsession" and "Breath Of Corruption".*

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2013 International Group's Correspondents Conference

As all members will know, clubs rely heavily on their extensive networks of correspondents to provide assistance in a variety of matters at all times of day and night.

A correspondent can provide invaluable assistance whether for matters of crew illness and injury or arranging surveys on the wide variety of matters our members face. Details of the Club's correspondents are published annually in the Rule Book, but the Steamship Mutual website and app are updated more regularly and therefore provide more up to date contact information.

Steamship Mutual's claim handlers are in daily contact with many of the Club's correspondents, and Members will be familiar with their work. From time to time correspondents visit the Club's offices and we are always pleased to welcome them and for them to meet our claim handlers.

Left to right: Mike Unger (Freehill Hogan and Mahar LLP), Neil Gibbons, and Denis Shashkin (CIS P&I Novorossiysk)

The International Group's Representation Subcommittee organise correspondents' conferences every four years. Correspondents from all 13 IG Clubs are invited. The most recent took place in Amsterdam from 22 to 24 September 2013. The conference was well attended and attracted 550 delegates from around the world.

Steamship Mutual's Correspondent Manager, Neil Gibbons (European Syndicate), attended the conference together with Ian Freeman (Americas syndicate) and Stuart James (Eastern syndicate).

The theme of the conference was "Training the next generation" and many correspondents brought their younger team members to benefit from the presentations. Delegates heard a variety of industry experts discussing topics such as personal injury claims, pollution response and compliance/regulatory matters. In addition, a Steamship Mutual entered owner gave a talk about what an owner expects from a correspondent. Chris Adams, Head of the Club's European syndicate, was the moderator in the section discussing large casualty response which included a presentation by Captain Alan Reid of P&I Associates of South Africa. This gave an overview of the key areas a correspondent needs to focus on when faced with a casualty; immediate crew welfare issues, securing the services of appropriate surveyors, experts etc, assessing liabilities and advising on relevant local laws and regulations were amongst the items discussed.

The conference was well received by the attendees, many of whom had travelled significant distances to attend in Amsterdam.

Staff news

Sporting Achievements

The Fit and The Fearless

Seldom has Steamship Mutual had so many athletes of all ages and builds displaying their athletic prowess.

Pride of place must go to Heather Cooper, Head of the Club Manager's Bermuda office who, having witnessed an Ironman Triathlon while enjoying a family holiday in her home town of Penticton, Canada, decided to sign up for the following year's event. For those that do not know, this involves a commitment to swim 2.4 miles, cycle 112 miles and then running a full marathon! Heather completed the challenge in 12 hours and 15 minutes, coming seventh in her age category.

At the other end of the triathlon family of events, Ben Burkard was Steamship Mutual's sole representative in the Georg Duncker team competing in this year's Hamburg Sprint Triathlon. As described by Ben, this involved "a treacherous 500m swim, followed by a valiant 22km cycle and then a (seemingly) never-ending 5km run tacked on the end, but a pint of ice cold and isotonic Erdinger Alkoholfrei was waiting at the finish line". This was Ben's first triathlon, but, as in previous years, the warm welcome and support extended by everyone at Georg

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Steamship Strides Out Again

As evidenced by the image, above, the fine sportsmen and women of Steamship Mutual once again completed the annual JP Morgan 5km Race this summer.

The event takes place in Battersea Park each year, with thousands of participants entering from various companies around the city who, with varying degrees of success, run the 5.6km course through the park and along the River Thames. Steamship Mutual entered a 19-strong team and set off from Aquatical House in a convoy of taxies heading south of the river, fully equipped with energy drinks, blister packs and stopwatches!

Despite some initial organisational issues – two runners were left behind at the office and a certain keen athlete decided to cycle to the event and then had to pedal furiously back to the office after realising he had left his race number behind … you know who you are (and ultimately he cycled twice the distance he subsequently ran!) – the Steamship Mutual team completed the race in fine form and enjoyed a much-deserved beer and a picnic afterwards.

Well done to our fastest finisher Richard Harrison who completed the course in 21.25 minutes, closely followed by our fastest woman runner, Lisa Jenkins.

A good time was had by all!

Duncker made the event itself just as memorable as the satisfaction of completing a first triathlon.

On the single event front, European Syndicate staff Ben Johnson and Chris Durrant both ran marathons. Ben completed his first ever marathon in a respectable 4 hours and 16 minutes, raising money for the Royal Brompton Hospital; Chris covered the distance almost half an hour quicker, but by way of two half marathons several months apart! In a different event, Colin Williams, the Head of the Americas Syndicate and the Club's Head of Claims, also completed his first half marathon in a similar time to Chris.

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Staff news

Marine Cup Challenge

The 2013 Marine Challenge Cup was the most highly contested competition in its 18 year history, with 28 teams seeking glory on the fields of the King's College sports ground at Dulwich.

There were changes to Team Steamship this year, with Tom Kavanagh making his debut in the red shirt, and, at a management level, Dean Forrest being freshly appointed as Player-Manager. Regulars Mike Archibald, Tom Jones, Jose Calmon and Nathaniel Harding also made the cut. Support, tactics and vocals were provided by none other than Mr Darren Webb.

The group stages were tough with close games lacking in goal scoring opportunities. Team Steamship narrowly missed out on the Champions League spot but fuelled by the determination to return to the office with something to show for their efforts they proceeded to compete for the coveted Plate Trophy. Having successfully powered through another round of games, Team Steamship faced old adversaries Holman Fenwick Willan in the semi-finals. Despite facing an iron defence and some questionable tackles, a resilient Team Steamship progressed to the Plate Trophy final where victory over Meridian Risk was theirs.

Records were broken too, with Steamship's star striker Tom Jones' impressive tally of 17 goals which surpassed the tournament record of 12 goals by a single player. Such a feat did not go unnoticed and Tom was awarded the Player of the Tournament Trophy.

The win means Dean Forrest equals Paul Brewer's record of one Marine Challenge Cup victory from his first tournament in charge – there are high hopes for Team Steamship under Dean's management.

Marine Challenge Cup victors

P and I Qualification Exam

Picture l-r, from back row Colan Hyde, William Baynham, Michael Archibald, Dean Forrest, Alexandra Lamont, Elli Marnerou, Disa Leadon, Martin Turner

The International Group (IG) has been running a P&I Qualification (P&IQ) for a number of years. There are a number of Steamship Mutual staff taking the exams. The most recent to have passed modules of the P&IQ exams are:

Module 1 – An Introduction to Marine Insurance

- Elli Marnerou, Syndicate Executive, Claims (Americas)
- Michael Archibald, Syndicate Executive, Claims (Europe)
- Alexandra Lamont, Syndicate Executive, Claims (Europe)
- Disa Leadon, Data Analyst (Finance)
- Colan Hyde, Data Analyst (Finance)

Module 3 – People Risks

- Martin Turner, Syndicate Manager, Claims (Americas)

Module 4 – Cargo Risks

- William Baynham, Syndicate Executive, Underwriting (Eastern)
- Dean Forrest, Syndicate Executive, Claims (European)

Silver Anniversary

Following in the footsteps of many who have passed before them, we would like to congratulate four more staff who haves achieved 25 years' service with the Club.

Pictured left to right, are: Sara Bennett, Assistant Financial Accountant; Tim Alfrey, Statistics Director; and Neal Rissbrook, Treasury Manager. Far right, Colin Williams congratulates Jorge Roberto Dantas De Castro of the clubs Rio office (left).

L–R: Sara Bennett; Tim Alfrey; Neal Rissbrook

Jorge Roberto Dantas De Castro

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