



THIS is the first issue of a new publication from the London Club. So why have we decided to do it? At different times in the shipping and insurance cycles, emphasis is placed on one particular aspect of P&I - be it claims, or underwriting, or investment or any one of a number of other factors. But there is one constant in all this, one fundamental aspect of the business which we should never lose sight of - prevention is better than cure. In our StopLoss Bulletin, we will regularly draw attention to significant causes of claims which are brought to our notice. By judiciously opening our claims files, we hope to thin them down a little, for the common good.

## Fishmeal problems heat up

**F**ISHMEAL is a fairly innocuous looking cargo. But it is not to be taken lightly, as the club's experience shows.

A vessel loaded fishmeal in South America for carriage to the Philippines and Indonesia. While it was approaching Suva, Fiji, smoke was seen coming from one of the holds. At Suva,

Overheating fishmeal is not a new phenomenon. The club has handled a number of claims, most originating in South America.

All the clubs have been working to eliminate the problems for a number of years. Properly treated, fishmeal can be carried safely. But it is a very volatile cargo, and calls for great care on the part of those who contract to move it. Constant vigilance is required to monitor the condition of cargo while it is on board the vessel.

A case currently being handled by the club illustrates some of the difficulties.



*A volatile cargo (Photo: Perfect Lambert & Co)*

the hold was flooded with carbon dioxide to smother the overheating fishmeal. The cargo continued to overheat during passage to Indonesia. In fact the overheating became so severe that experts from Hong Kong were required to attend the vessel throughout discharge at

Manila, and to remain on board for subsequent discharge in Indonesia.

There was frenzied activity throughout discharge aimed at thwarting the overheating. Some was fantastically complex, and expensive.

The final bill has yet to come in, but it is unlikely to be small. The lesson for all members carrying fishmeal must be to follow the IMO guidelines as closely as possible and to monitor temperatures throughout the voyage. And remember. Have plenty of CO<sub>2</sub> on board.



## Hot spots for DRI pellets

**D**IRECT reduced iron pellets are used extensively in the steel-making industry. They are also a product which the claims handlers in a number of P&I clubs have become very familiar with over the last twenty years.

Shipping DRI pellets in a well-found vessel, in optimum conditions, demands great care on the part of the carrier. But factor in, for example, a minor defect in the carrying vessel, and you have a graphic example of what an unforgiving and highly dangerous cargo this can be.

A vessel entered with the club loaded a cargo of DRI pellets at Murmansk in April 1993 for carriage to New Orleans. Whilst enroute it was found that there was a hot spot of about 200 degrees centigrade in the cargo in No 3 hold. It was decided to divert to Southampton in the UK as a port of refuge. The hold was opened, in the presence of the Southampton Fire Brigade.

*Erecting a concrete wall across the face of the cargo (Murray Fenton)*



Upon inspection, it was decided that the cargo should be discharged into trucks and stored at a nearby site designated by the port authority.

After about 2,000 tons had been discharged from the hold, it was found that the temperature of the remaining cargo had reached 500 degrees centigrade.

There was a risk that the heating would spread by conduction through the bulkheads to the cargo in adjacent holds, so it was decided to flood the hold.

Eight fire tenders and a tug set about the task. About 4,760 tons of heat-and water-damaged cargo was eventually discharged ashore. The vessel then resumed its voyage to New Orleans, and there completed discharge of the balance of its cargo without problems. A subsequent investigation by experts appointed by

the club revealed a defect in the vessel's hatchcovers coinciding with the point at which the heating of the cargo had apparently first started.

DRI pellets are very reactive to seawater, and it is likely that a fire will start if even very small amounts of seawater are shipped into a hold.



*Fire crew in hold before hosing cargo away (Murray Fenton)*

On the advice of counsel, the club decided not to contest the allegation of cargo interests that the vessel was unseaworthy at the start of the voyage. A settlement of about \$ 375,000 has now been agreed.

The club is continuing to monitor experience relating to shipments of this cargo. But, to date, it is not persuaded that there is any truly safe way to carry DRI pellets other than under nitrogen, or inert gas, as provided for in the IMO Bulk Cargoes Code.



## Wrist watch

**S**MALL wonder the P&I clubs are ever watchful when it comes to personal injury claims in the US.

Earlier this year, a Peruvian seaman fell and broke his wrist in the engine room of a member's vessel. Although he was in some pain, and although his wrist was swollen, he did not seem to be in any real distress.

When the ship berthed at New York, the seaman went to a local hospital, where his sister

worked as a nurse. The hospital fixed what turned out to be a rather awkward fracture.

But the hospital wasn't the only place visited by the seaman. He went to see a lawyer who, working on a contingency fee basis, agreed to represent him in a possible action against the shipowner. The club, meanwhile, instructed a New York attorney to advise the shipowner.

There were a number of issues to be resolved, including the payment of medical bills and

the non-payment of the seaman's wages. There had been no intention on the part of the owner not to pay the seaman's wages, but there was a strong possibility that the US courts might have seen things differently. In addition, US law provides for a penalty of double the outstanding wage due for each day the wages remain unpaid.

Faced with these difficulties, and with some uncertainty about the long-term effects of the injury, the club has just settled the claim for \$100,000.

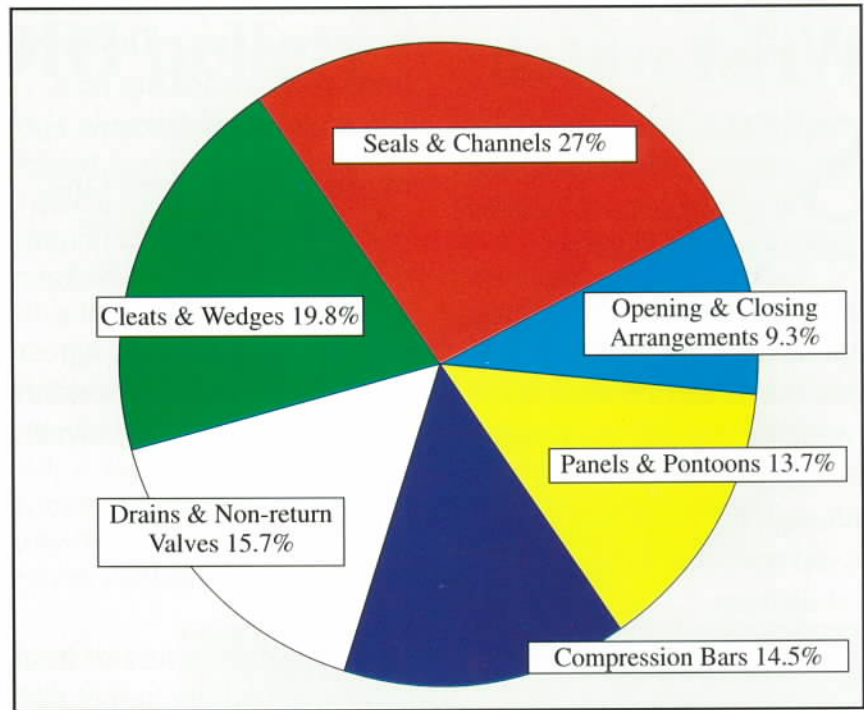
**T**HIS is not a photograph of a ship nestling against a Yokohama fender. It is a picture of a member's containership which, in September this year, was informed by a tugboat pilot during a berthing manoeuvre at Marseilles Fos that it had a "big fish" on its bow. The big fish turned out to be a dead 30 tonne whale which had attached itself to the vessel's bulbous bow. Subsequent investigation showed that the vessel had most likely picked up the 18 m-long whale in the harbour area and not at sea, since the ship's speed during the sea passage had increased, rather than fallen off. On the instructions of the Marseilles port authority, the whale was towed out to sea by the French navy and destroyed by explosives. The cost of the operation is not yet known, although a private contractor first offered to do the job for Ffr 105,000. Herman Melville would not have approved.





### Hatchcover hints

**F**ORTY-five per cent of the cargoworthiness recommendations to emerge from the club's 1994/95 ship inspection programme related to hatchcovers, up from 41 per cent last year. Deficiencies were found to almost 36 per cent of all ships inspected, but this increased to 46 per cent of all ships with hatchcovers. This graph shows the most common problems involving hatchcovers.



### Untimely end

**A** thirty-eight-year-old engineer working on board a member's ship died recently, of natural causes, while his vessel was at anchor off an Indian port.

When the man first reported sick, with a temperature of 104, he was given antibiotics and pain-killers for suspected flu symptoms. The next day, although still weak and lacking in appetite, he improved to the extent that he was able to stand part of his engineroom watch. The following day, however, he complained once more of feeling unwell. The third mate was unable to match

his symptoms with any condition listed in the ship's medical library. Tragically, the man was found slumped unconscious in his shower the next day. He was later taken ashore and pronounced dead.

It was established that the most likely cause of death was viral myocarditis, a condition which could have been treated by the prompt application of appropriate drugs and medication.

In fact, no qualified emergency medical assistance had been summoned before all signs of life were lost. The master and crew would not have been expected to have displayed the effectiveness of a physician,

but they would have been judged by what would have been expected of reasonable people with their training and in their position.

In view of the possibility that the owner could have been found negligent for not seeking qualified medical help earlier, and the likely unsympathetic interpretation placed by a federal court on the failure to get such help to the ship earlier, the claim has recently been settled for \$1.6m.

The lesson for shipowners is that they must always look after their crews, especially since they are sometimes too ill to look after themselves.

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