

1. THE SHIP "KALLIOPI T",
2. THE OWNERS OF THE SHIP "KALLIOPI T"
COMMERTRADER COMMERCIAL AND
SHIPPING ENTERPRISES LTD.,

Plaintiffs,

v.

—
SHIP
"KALLIOPI T"
AND ANOTHER
v.
SHIP
"MAAKALT
AL ALLAH"

THE SHIP "MAAKALT AL ALLAH",

Defendants.

(Admiralty Action No. 202/76).

Admiralty — Salvage — Salvage services — Reward — Assessment — Principles applicable — Salvage operation consisting mainly in the towing of defendant ship for about 75 miles to the port of destination of the salvor ship—No danger run by salvor ship and her crew in carrying out the operation—Value of defendant ship and degree of danger such ship, her passengers and crew were running at the time—Award of C£1,250.

Salvage—Salvage services—Reward—Assessment—See, also, under "Admiralty".

At about midnight of the 16th November, 1976 whilst the plaintiff No. 1 ship was coming from Junie of Lebanon to Cyprus directed to Limassol port her master noticed about three to four miles to his left lights signalling and he realised that there was something afloat which needed help. At once the master ordered change of course of his ship and when he approached the lights he found out that they were coming from the defendant ship. He heard shouts of panic. Men, women and children on board the defendant ship were in distress. And when he asked what was happening he was told that the engine of the ship was out of order. There were 36 passengers and the crew on the defendant ship. The master of plaintiff ship was told to tow the defendant ship to a safe part in order to save her, as well as her passengers and crew. This he did and at about 2 a.m. of the 17th November, 1976, he started towing the defendant ship towards Limassol. At 12.30 p.m. of the same day the ship was safely towed to Limassol port. On the way he supplied the defendant ship with food, medical supplies, water and milk and other necessities. No agreement

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was made between him and the master of the defendant ship as to his remuneration. The estimated value of the defendant ship was 25,000 dollars.

In an undefended action for salvage compensation for the salvage services rendered to the defendant ship and for expenses incurred out of the salvage operation of the said ship:

Held, (after stating the principles governing assessment of salvage compensation—vide pp. 12 - 13 post) that taking into account the fact that the salvage operation consisted mainly in the towing of the defendant ship for a distance of about 75 miles to the port of Limassol, that Limassol was the port of destination of the salvor ship, the degree of danger the defendant ship, her passengers and crew were running at the time, the fact that the salvor ship and her crew did not run any danger in carrying out the salvage operation and the value of the defendant ship a global sum of C£1,250 will be awarded as a reasonable award to the plaintiffs.

Order accordingly.

Cases referred to:

Attorney-General of the Republic v. M/T Keisserswaard and Another [1965] 1 C.L.R. 433;

Branco Salvage Ltd. v. The Ship "Demetrios" and her cargo and freight [1968] 1 C.L.R. 252 at p. 262.

Admiralty Action.

Admiralty action for salvage services rendered to the ship "MAAKALT AL ALLAH".

M. Vassiliou, for the plaintiffs.

Defendants absent.

Cur. adv. vult.

The following judgment was delivered by:

MALACHTOS, J.: In this undefended Admiralty Action the plaintiffs claim against the defendant ship "MAAKALT AL ALLAH" as stated in the writ of summons, salvage compensation and/or reasonable and/or equitable compensation and/or remuneration and/or award for salvage services rendered to the ship "MAAKALT AL ALLAH" and for expenses incurred out of the salvage opera-

tion of the said ship, legal interest and costs of this action.

5 The facts of the case appear in the evidence of Christos
Kamsaris, master of the salvor ship "KALLIOPI T",
which is owned by Commertrader Commercial and Ship-
ping Enterprises Ltd. of Limassol, plaintiff No. 2 in this
action. The master of "KALLIOPI T" stated in giving
evidence that about midnight of the 16th November,
1976, he was coming from Junie of Lebanon to Cyprus
directed to Limassol port and at a distance of about 75
10 miles from Limassol he noticed about three to four miles
to his left lights signalling and he realised that there was
something afloat which needed help. At once he ordered
change of course of his ship and proceeded near the lights
where he found out that the lights were coming from the
15 defendant ship. He heard shouts of panic. Men, women
and children on board the defendant ship were in distress.
He asked what was happening and he heard a voice speak-
ing in English saying: "We have been here for three days
and nights, the engine of the ship is out of order. If you
20 don't save us we shall all get lost. We are 36 passengers
and the crew". He also asked if the master of the ship
could speak English but they told him that he could not
and someone from the persons on board the defendant
ship acted as an interpreter between him and the master.
25 He further stated that he was told to tow the defendant
ship to a safe port in order to save her, as well as her pas-
sengers and crew. This he did and at about 2 a.m. of the
17th November, 1976, he started towing the defendant
ship towards Limassol. On the way, after the day broke,
30 he supplied the defendant ship with food, medical supplies,
water and milk and other necessaries. He towed the ship
safely to the Limassol port where he arrived at 12.30 p.m.
of the same day. No agreement was made between him
and the master of the defendant ship as to his remunera-
35 tion. The master of "KALLIOPI T" also stated that at
the time he started towing the defendant ship he notified
the Cyprus Port Authorities and the Port Master of Li-
massol as to what was happening and he was informed
that the defendant ship gave the first signal that she was
40 in danger three days before and they were very pleased
that she was found because they could not trace her as her
wireless was out of order. For this operation the master
of "KALLIOPI T" stated that they had more fuel con-
sumption for their ship and damages to ropes. He esti-

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mated the value of the defendant ship to about 25,000 dollars.

The governing considerations in these matters are expounded in Carver Carriage by Sea, 12th edition, volume 2, paras. 830 to 832 and in Kennedy Civil Salvage, 4th edition, Chapter 6, under the heading "Assessment of Salvage Reward". These principles were followed by this Court in the case of *The Attorney-General of the Republic v. M/T Keisserswaard and another* [1965] 1 C.L.R. 433 and they were summarised in *Branco Salvage Ltd. v. The Ship "DEMETRIOS" and her cargo and freight* [1968] 1 C.L.R. 252 where at page 262 it is stated:

"The general principles are that the amount of the reward, unless it is fixed by agreement, is in the discretion of the Court. The Court, in assessing the reward, endeavours to combine liberality to the salvor with justice to the owner of the salvaged property. It regards not merely the work done in the performance of the salvage service, but the general interests of navigation and commerce. Thus it looks with favour on salvage services rendered by steamships built and maintained for salvage services (35 Halsbury's Laws of England, 3rd edition, page 749, paragraph 1139). In assessing the reward the Court takes into account the danger to life, whether on board the salvaging or the salvaged vessel, and the danger to property. The value of the salvaged property is an important consideration in the assessment of reward; but it will not raise the reward out of due proportion to the services rendered. If the value is large the amount of the reward is usually a smaller proportion to the value than if the value is small (*ibid.*, at page 750, paragraph 1142). Likewise, the value of the property employed is also an important element in the assessment of the reward. It is not, however, the measure or limit of the reward. The risk to which the salvaging property is exposed by the performance of the salvage service is also an important consideration. The length of the salvage operation is not in general a very important element for consideration, unless the services are dangerous or invoke protracted exertion; though the additional loss or expense incurred by salvors by reason of the duration of their services is taken into con-

5 sideration in the assessment of the reward. The labour involved in the salvage service is an important element only so far as it is accompanied by the exercise of skill, or by danger, or responsibility (*ibid.*, at pages 751 - 2, paragraphs 1146 - 8). See also section 34 of our Cap. 298.

10 In assessing the amount of the salvage reward the expenses and losses properly incurred by the salvor in the performance of the salvage services are taken into account (section 24 of our Cap. 298; and 35 Halsbury's Laws, page 752, paragraph 1149). Those losses and expenses may be given in the form of a separate award, but the common practice is to include it in the general award. The losses and expenses which are dealt with in bringing the salvaged property into a place of safety; and expenses, such as the cost of repairing damage, and depreciation in value of the salvaging vessel, caused by the performance of the salvage service (*ibid.*, at page 752, paragraph 1149)".

15 In the present case, taking into consideration the above principles and applying them to the facts and circumstances of this case and, particularly, taking into account:—

- 25 (a) the fact that the salvage operation consisted mainly in the towing of the defendant ship for a distance of about 75 miles to the port of Limassol;
- (b) that Limassol was the port of destination of the salvor ship;
- 30 (c) the degree of danger the defendant ship, her passengers and crew were running at the time;
- (d) the fact that the salvor ship and her crew did not run any danger in carrying out the salvage operation; and
- (e) the value of the defendant ship,

35 I award the global sum of C £ 1,250.- (One thousand two hundred and fifty pounds) as a reasonable award to the plaintiffs.

Therefore, there will be judgment in favour of plaintiffs

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in the sum of C£1,250.- with legal interest thereon at 4% per annum as from today to final payment with costs to be assessed by the Registrar.

Needless to say that the plaintiffs must file an application for appraisal and sale of the defendant ship, which is under arrest at the Limassol port with all reasonable speed.

The warrant of arrest of the defendant ship issued on 18th November, 1976, to remain in force till further order of this Court.

*Judgment and order for costs
as above.*