

ANNY - BLUEBIRD

(collision and salvage)

1.

On September 25 2001 at 18.35, ANNY collided with BLUEBIRD in calm, but foggy weather. The collision took place in Norwegian waters. BLUEBIRD hit ANNY midship on starboard side.

ANNY was owned by the Norwegian-registered company Trampfart A/S. At the time of the collision she was loaded with 2.500 tons heavy heating oil.

BLUEBIRD was owned by Seabird Ltd., a company registered in Panama. The owners of Seabird Ltd. are the same as the owners of Trampfart A/S. At the time of the collision, BLUEBIRD was carrying a small load of diesel oil.

2.

Prior to the collision, both ships - running at full speed - had been observing each other on the radar and were aware of the risk of a collision taking place. They had also been in contact on the VHF. After the collision, ANNY was able to document that her master - in order to make the passing of the two vessels as smooth as possible - had asked for a starboard-to-starboard pass on the VHF. No response was received from BLUEBIRD, but taking into account the way the question was asked, ANNY contended that the master of ANNY had to assume that the starboard-to-starboard pass had been accepted. BLUEBIRD did not accept this contention. She had not received any suggestions as to the way the passing should be conducted nor had she accepted any such suggestions. A technical examination of BLUEBIRD's VHF-equipment revealed that the equipment had not been in full working order prior to the collision, making it probable that the message had not come over to BLUEBIRD in a proper way. But the master of BLUEBIRD admitted that he had heard some parts of ANNY's message, but only as separate words making no sense to him and causing him to make remarks to his

first mate as to the fluency of ANNY's master in English. He had, however, asked ANNY to increase the volume on her VHF.

Question 1: Is this a no fault collision, or is ANNY or BLUEBIRD or both of them to be blamed for the collision?

Question 2: Assuming that both of the vessels are to be blamed for the collision, how would you distribute fault between them?

3.

As a result of the collision, BLUEBIRD suffered minor damages above the water line, and was still fully navigable. ANNY was worse off. The starboard side of the vessel was torn, and oil immediately ran out from two of the wing tanks. Her main machinery was out of operation and it was a significant danger that more oil would be spilled. In case of harsh weather, there was a real danger that ANNY might get lost.

Immediately after the collision, weather reports were obtained. The forecast said that within 5-6 hours, wind near gale force was to be expected. A tug was requested, but it turned out that the nearest tug would need about 10 hours to reach the scene of the collision. The master of ANNY feared that this might be too late, and suggested to his owners that the remaining oil on board should be transferred to BLUEBIRD, if possible. The owners of ANNY, having contacted their insurers, agreed to this at 19.45. BLUEBIRD accepted the proposition, but made the reservation that her owners at a later stage might come back to whether the transfer of oil should be regarded as salvage. The transfer took place under difficult conditions due to increasing wind, but was completed at 23.05. At 23.30, the wind was so harsh that it would have been impossible to continue the transfer at that time.

Question 3: Is BLUEBIRD entitled to a salvage award for having salvaged ANNY's cargo of oil?

Question 4: Is BLUEBIRD entitled to a salvage award regarding the salvage of ANNY?

In discussing this question, the following contentions from the parties should be taken into consideration: ANNY contended that if BLUEBIRD was to be blamed for the collision, wholly or partly, she was not entitled to any award. ANNY and her insurers also contended that in any case,

BLUEBIRD was not entitled to an award, since her owners and the owners of ANNY were in fact the same.

BLUEBIRD argued that importance should be attached to the fact that BLUEBIRD's action had limited ANNY's liability for oil pollution damage.

4.

About 06.00 next morning, the tug BAMSE arrived at the scene and a towline was attached to ANNY. BLUEBIRD continued her voyage and the oil from ANNY were delivered at its port of delivery.

The first part of the towage by BAMSE was difficult due to strong wind and increasing sea. After about two hours of steaming, the tow reached calmer waters, and ANNY was brought to Utvik, where she was moored at 12.25. Utvik is a small place, without repair facilities and with its harbour open to wind and weather. However, ANNY was considered to be safe there, as long as there was no change in the present wind direction.

At about 16.00, the tug PARAT arrived in Utvik. She had been hired by ANNY's owners to bring ANNY to Innfjord for repair. No agreement had been made between the owners of ANNY and PARAT regarding payment for the towing. PARAT and ANNY arrived safely at Innfjord next morning at 05.30.

Question 5: Is BAMSE and/or PARAT entitled to a salvage award?

ANNY contended that neither BAMSE nor PARAT was entitled to such an award, BAMSE, because it never finished the job, and PARAT, because there was no danger to ANNY when PARAT took over the tow. Both BAMSE and PARAT disagreed.

Question 6: Provided ANNY was lost during the tow from Utvik to Innfjord, would BAMSE be entitled to a salvage award?