69TH CONGRESS } HOUSE OF REPRESENTATIVES { REPORT
1st Session } { No. 607

OWNER OF STEAMER "MONROE" AND BARGE "209"

MARCH 22, 1926.—Committed to the Committee of the Whole House and ordered to be printed

Mr. WALTERS, from the Committee on Claims, submitted the following

REPORT

[To accompany H. R. 7678]

The Committee on Claims, to whom was referred the bill (H. R. 7678) for the relief of the New York Canal and Great Lakes Corporations, owners of the steamer *Monroe* and barge *209* having considered the same, report thereon with a recommendation that it do pass with the following amendment:

In line 7 strike out the figures "$10,749" and insert in lieu thereof "$9,599."

The full facts in the case are fully set forth in the following letter of the Secretary of the Navy which is made a part of this report.

NAVY DEPARTMENT,
Washington, February 17, 1926.

Hon. CHARLES L. UNDERHILL,
Chairman Committee on Claims,
House of Representatives, Washington, D. C.

MY DEAR MR. CHAIRMAN: With further reference to your letter of January 19, 1926, forwarding a copy of the bill (H. R. 7678) for the relief of the New York Canal & Great Lakes Corporation, owners of the steamer *Monroe* and barge *209*, concerning the merits of which you request the views of this department, I have now the honor to advise you as follows:

The purpose of the bill is to authorize and direct the Secretary of the Treasury to pay to the New York Canal & Great Lakes Corporation, owners of the steamer *Monroe* and barge *209*, the sum of $10,749 as reimbursement for damages caused to those vessels by United States submarine *N–3*.

The facts and circumstances attending the accident which resulted in damages to the steamer and barge are in substance as follows:

On August 16, 1923, the submarine *N–3* while engaged in practice operations in area outside of New London, Conn., at a periscope depth of 27 feet, collided with the Steamer *Monroe* and barge *209*, which was in tow alongside the steamer.

At the time of the collision there were 15 enlisted students on board the *N–3* who were manning the forward and after diving rudders, the trimming manifold

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and torpedo tube stations, under the supervision of the regular crew. There was but one commissioned officer aboard.

Order was given to get the torpedo tubes ready for firing, and shortly after this the submarine sank to a depth of 23 feet. Order was then given to bring the periscope out of the water. When the periscope came to the surface the commanding officer scanned the horizon and noted the steamer *Monroe* and the towed barge about 800 yards distant, apparently heading into New London. The submarine then settled to a depth of 29 feet when the order was given to speed up the motors to bring the periscope out of the water, while coming up and when the periscope was 5 feet under the water the collision occurred.

As a result of the collision the submarine was forced to the bottom, but was brought to the surface by blowing all ballast tanks. Although badly damaged the submarine got underway and proceeded to the submarine base at New London.

The bottoms of both the steamer *Monroe* and barge *209* were badly damaged. The *Monroe* stood by until informed by the commanding officer of the submarine that no assistance was needed. She then proceeded upon her own power with the barge into Fishers Island Sound.

The accident was investigated by a naval board which expressed the opinion that submarine *N–3* was wholly responsible therefor, and that the steamer *Monroe* was in no way to blame. This opinion was approved by the reviewing authority and by the department.

The damages suffered by the *Monroe* and by barge *209* were duly surveyed and ascertained. The damages were repaired at the yard of James Shewan & Sons, of New York City, whose bids for the work were the lowest of the six submitted. The bids for repairing the *Monroe* range from $6,870 to $3,594. The bids for the work on barge *209* range from $7,540 to $5,994.

On account of the losses sustained the New York Canal & Great Lakes Corporation submitted a claim against the department, as follows:

The steamer *Monroe* repairs, James Shewan & Sons	$3, 594
Demurrage, six days, at $150 per day	900
Barge *No. 209*, repairs, James Shewan & Sons	5, 994
Towage	11
Demurrage, 10 days, at $25 per day	250
Total	10, 749

The claim is supported by surveys, bills, and vouchers, and upon investigation it was determined that the claim as submitted, in the sum of $10,749, is fair and reasonable.

The claimant corporation was informed that the department is without authority to pay its claim and that the only means of relief is by special legislation.

For the further information of the committee there are transmitted herewith the following described documents:

1. Copy of a survey of the damages sustained by the steamer *Monroe*.
2. Copy of the survey of the damages sustained by the barge *209*.
3. Copy of a bill covering losses sustained by the claimant company as a result of damages to the steamer *Monroe*.
4. Copy of a bill of the claimant company covering losses sustained as a result of damages sustained by the barge *209*.
5. Copy of a statement furnished by the claimant company showing the respective amounts of six bids received for repairing the damages to the *Monroe*, based on a survey of the damages, showing that the bid of James Shewan & Sons, who did the work in the sum of $3,594 was the lowest.
6. Copy of a statement furnished by the claimant company showing the respective amounts of six bids received for repairing the damages to the barge *209*, based on a survey of the damages, showing that the bid of James Shewan & Sons, who did the work, in the sum of $5,994 was the lowest.

Any further information that may be required by the committee will be furnished upon request, if available.

The Director of the Bureau of the Budget, to whom the bill was referred, has informed the department that the proposed legislation is not in conflict with the financial program of the President.

In view of all the circumstances of the case it is recommended that bill H. R. 7678 receive favorable consideration and action.

Sincerely yours,

CURTIS D. WILBUR,
Secretary of the Navy.

AUGUST 25, 1923.

We, the undersigned, have this day held survey on the New York Canal & Great Lakes Corporation steam barge *Monroe* while lying on dry dock in the yard of James Shewan & Sons (Inc.), foot of Twenty-seventh Street, Brooklyn, N. Y., and find the following necessary:

BOTTOM DAMAGE, PORT SIDE

Keel strake, plate No. 4 to be faired in place.
Keel strake, plate No. 6 to be removed, faired, and replaced.
A strake, plate No. 6 to be faired in place.
A strake, plate No. 7 to be removed, faired, and replaced.
B strake, plate No. 6 to be faired in place.
B strake, plate No. 7 to be renewed.
C strake, plate No. 7 to be faired in place.

BILGE ANGLES

Length No. 5 to be faired in place.
Length No. 6 to be removed, faired, and replaced.

BOTTOM DAMAGE, STARBOARD SIDE

A strake, plate No. 2 to be faired in place.
A strake, plate No. 3 to be faired in place.
A strake, plate No. 4 to be removed, faired, and replaced.
A strake, plate No. 5 to be faired in place.
A strake, plate No. 6 to be renewed.
A strake, plate No. 7 to be faired in place.
B strake, plate No. 2 to be faired in place.
B strake, plate No. 3 to be removed, faired, and replaced.
B strake, plate No. 4 to be faired in place.
B strake, plate No. 6 to be removed, faired, and replaced.
B strake, plate No. 7 to be renewed.

BILGE ANGLES

Length No. 4 to be faired in place.
Length No. 5 to be faired in place.
Length No. 6 to be faired in place.

All floors, frames, intercostals, brackets, and bilge brackets or other interior ironwork to be faired in place, removed, faired or replaced, or renewed as may be found necessary.

All grain ceiling in way of the above repairs to be removed and if damaged in removal to be renewed and made grain tight as originally.

All disturbed cement to be renewed.

Removals in way of engine and fire room to be replaced to their original condition after repairs are completed.

All loose and started rivets and caulking seams throughout the entire bottoms to be proven water-tight.

FUEL-OIL TANKS, AFT

To be steamed, cleaned, and proven gas free before repairs are made.

On completion of repairs all new and repaired work to be hose tested and proven tight.

All new and repaired work to be coated as originally.

STARBOARD SIDE

One propeller blade broken, to be replaced with new.
Stern bearing to be remetaled.

PORT SIDE

Port rudder trunk to be remetaled.
Necessary dry docking to effect the above repairs.
Open starboard engine for examination.
Starboard thrust collar to be remetaled.
Loose and started rivets in way of after peak tank to be made tight.
Starboard rudder, bent, to be removed, faired and refitted.

A. VANDERPAWEL,
W. E. SWINBURNE,
B. CHRISTENSEN (U. S. Navy),
Surveyors.

AUGUST 25, 1923.

We, the undersigned, have this day held survey on New York Canal & Great Lakes Corporation grain barge *No. 209*, while on dry dock in the yard of James Shewan & Sons (Inc.), foot of Twenty-seventh Street, Brooklyn, N. Y., and find the following necessary:

BOTTOM DAMAGE, STARBOARD SIDE

A strake, plate No. 1 to be faired in place.
A strake, plate No. 2 to be removed, faired, and replaced.
A strake, plate No. 3 to be faired in place.
A strake, plate No. 4 to be faired in place.
A strake, plate No. 5 to be removed, faired, and replaced.
A strake, plate No. 6 to be removed, faired, and replaced.
B strake, plate No. 2 to be removed, faired, and replaced.
B strake, plate No. 3 to be renewed.
B strake, plate No. 4 to be faired in place.
C strake, plate No. 1 to be faired in place.
C strake, plate No. 3 to be faired in place and electric weld score.
C strake, plate No. 9 to be faired in place.

BILGE ANGLES

Length No. 2 to be removed, faired, and replaced.
Length No. 3 to be renewed.
Bilge angle butt straps to be renewed on length 3 and 4, 5 and 6, 8 and 9, 9 and 10.

BOTTOM DAMAGE, PORT SIDE

K strake, plate No. 1 to be faired in place.
K strake, plate No. 2 to be faired in place.
K strake, plate No. 3 to be faired in place.
K strake, plate No. 4 to be faired in place.
A strake, plate No. 1 to be faired in place.
A strake, plate No. 2 to be faired in place.
A strake, plate No. 3 to be faired in place.
A strake, plate No. 4 to be removed, faired, and replaced.
A strake, plate No. 5 to be faired in place.
A strake, plate No. 6 to be renewed.
A strake, plate No. 7 to be renewed.
A strake, plate No. 8 to be renewed.
A strake, plate No. 9 to be removed, faired, and replaced.
B strake, plate No. 2 to be renewed.
B strake, plate No. 3 to be faired in place.
B strake, plate No. 4 to be faired in place.
B strake, plate No. 7 to be faired in place.
B strake, plate No. 8 to be removed, faired, and replaced.
B strake, plate No. 9 to be renewed.
B strake, plate No. 10 to be faired in place.
C strake, plate No. 1 to be faired in place.
C strake, plate No. 4 to be faired in place.
C strake, plate No. 7 to be faired in place.

C strake, plate No. 9 to be faired in place.
D strake, plate No. 1 to be faired in place.
D strake, plate No. 3 to be faired in place.
D strake, plate No. 9 to be faired in place.

BILGE ANGLES

Length No. 1 to be renewed.
Length No. 2 to be removed, faired, and replaced.
Length No. 3 to be faired in place.
Length No. 7 to be faired in place.
Bilge angle buttstraps to be renewed on lengths Nos. 5 and 6, 6 and 7, 7 and 8, 8 and 9.
All floors, frames, intercostals, brackets, bilge brackets, or other interior ironwork to be faired in place, renewed, faired and replaced or renewed as may be found necessary.
Grain ceiling in all cargo holds broken through, to make temporary repairs on bottom, to be renewed.
All disturbed cement to be renewed.
No. 2 port bilge suction, deck plate, and pipe broken, to be renewed and connected up in good working order.
Other removals in way of the above damage to be restored to their original condition.
All loose and started rivets and calking edged throughout the entire bottom to be proven tight.
On completion of repairs all new and repaired work to be hose tested and proven tight.
All new and repaired work to be coated as originally.
Necessary dry docking to effect the above repairs.

A. VANDENHEWEL,
W. E. SWINBURNE,
B. CHRISTENSEN (U. S. Navy),
Surveyors.

NEW YORK CANAL & GREAT LAKES CORPORATION,
New York, April 16, 1924.

COMMANDANT THIRD NAVAL DISTRICT,
South and Whitehall Streets, New York City.

Steamer *Monroe* damaged by United States submarine *N–3*, August 16, 1923. Our claim No. 478:

To:

James Shewan & Sons, repairs	$3, 594	
Demurrage, 6 days, at $150	900	
		$4, 494

Barge *209* damaged by United States submarine *N–3* while in tow of our steamer *Monroe*, August 16, 1923. Our claim No. 479:

To:

James Shewan & Sons, repairs	$5, 994	
Taylor's Towing & Transportation Line, towage	11	
Demurrage, 10 days, at $25	250	
		$6, 255

SEPTEMBER 17, 1923.

COMMANDANT THIRD NAVAL DISTRICT,
New York City.

(Attention Commander Shoup.)

SIR: Steamer *Monroe* damaged by United States submarine *N–3* August 16, 1923. Our claim No. 478.

Based on survey held at Shewan's Dry Docks August 25, 1923, on our steamer *Monroe*, at which your representative was present, specifications were submitted to various repair yards with the following results:

Repair yards	Number of days required to complete work	Amount
Tebo Yacht Basin Co	14	$6,870
Clinton Dry Docks (Inc.)	14	6,520
Tietjen & Lang Dry Docks	12	5,880
Alderton Dock Yards (Ltd.)	10	5,000
Theo. A. Crane's Sons Co	7	3,784
James Shewan & Sons	6	3,594

A copy of this information was furnished to Lieut. B. Christensen this morning who was present at the time the bids were opened at this office.

Yours very truly,

NEW YORK CANAL & GREAT LAKES CORPORATION.

SEPTEMBER 17, 1923.

COMMANDANT THIRD NAVAL DISTRICT,
New York City.

(Attention Commander Shoup.)

SIR: Steamer *Monroe*, barge *209*, damaged by United States submarine *N-3* August 16, 1923.

Based on survey held at Shewan's Dry Dock on August 25, 1923, on our barge *209*, at which your representative was present, specifications were submitted to various repair yards with the following results:

Repair yards	Number of days required to complete work	Amount
Tebo Yacht Basin Co	12	$7,540
Clinton Dry Docks (Inc.)	12	7,100
Tietjen & Lang Dry Docks	10	6,680
Alderton Dock Yards (Ltd.)	12	6,800
Theo. A. Crane's Sons Co	12	6,000
James Shewan & Sons	10	5,994

A copy of this information was furnished to Lieut. B. Christensen this morning who was present at the time the bids were opened at this office.

Yours very truly,

NEW YORK CANAL & GREAT LAKES CORPORATION.

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