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FILED	FEDERAL COURT COUR FÉDÉRALE		DEPOSE
	MAR 28 2024		
	ADAM YOUNG		
HALIFAX, NS		1	

Court File No. T-666-29

FEDERAL COURT

ACTION

BETWEEN:

ATLANTIC MERLIN SHIPPING LIMITED, a body corporate, and **ATLANTIC MERLIN LIMITED PARTNERSHIP**, a limited partnership, and **ATLANTIC TOWING LIMITED**, a body corporate

PLAINTIFFS

- and -

AEGIR-MARINE AMERICAS LLC, a body corporate, **D.F. BARNES SERVICES LTD.**, a body corporate,

DEFENDANTS

STATEMENT OF CLAIM

Filed the 28th day of March, 2024

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a Statement of Defence in Form 171B prescribed by the Federal Court Rules, 1998, serve it on the Plaintiff's solicitor or, where the Plaintiff does not have a solicitor, serve it on the Plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this Statement of Claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period of serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period for filing and serving your Statement of Defence is sixty days.

Copies of the *Federal Court Rules, 1998*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone (613) 992-4238) or at any local office thereof.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

DATED at Halifax, Nova Scotia, this 28 day of March, 2024.

Issued by:

ORIGINAL SIGNED BY
ADAM YOUNG
ORIGINAL SIGNÉ PAR

(Registry Officer)

Address of local office:

1801 Hollis Street, 17th Floor
Suite 1720
Halifax, Nova Scotia
B3J 3N4

TO: AEGIR-Marine Americas LLC
2200 N. Commerce Parkway, Suite 200
Weston, Florida
USA 33326

AND TO: D.F. Barnes Services Ltd.
c/o McInnes Cooper
5th Floor
10 Fort William Place
St. John's, Newfoundland and Labrador
Canada A1C 1K4

CLAIM

1. The Plaintiffs claim:
 - (a) judgment in the amount of \$3,905,404.33 in respect of costs and losses associated with the Failures (as defined below), together with interest thereon at such rate as to this Honourable Court may seem just;
 - (b) costs of this action;
 - (c) such further and other relief as the nature of the case may require and as to this Honourable Court may seem just and proper.

2. The first Plaintiff, Atlantic Merlin Shipping Limited ("**AMSL**"), is a body corporate, incorporated pursuant to the laws of the province of New Brunswick with a registered office in Saint John, New Brunswick. AMSL is the registered owner of the vessel, Atlantic Merlin (the "**Atlantic Merlin**"), which vessel bears the official registration number 838258 and for which the port of registry is St. John's, Newfoundland and Labrador.

3. The second Plaintiff, Atlantic Merlin Limited Partnership ("**AML**P"), is a limited partnership with its partnership name registered pursuant to the laws of the province of New Brunswick, maintaining its business address in Saint John, New Brunswick. AMSL is the general partner of AMLP.

4. The third Plaintiff, Atlantic Towing Limited ("**ATL**"), is a body corporate, incorporated pursuant to the laws of the province of New Brunswick with a registered office in Saint John, New Brunswick. ATL is a marine service provider and was, at all material times, the vessel manager of the Atlantic Merlin.

5. The first Defendant, AEGIR-Marine Americas LLC ("**AEGIR-Marine**"), is a body corporate, incorporated pursuant to the laws of the state of Florida.

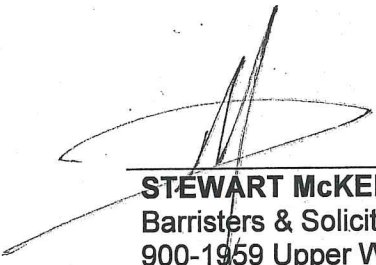
6. The second Defendant, D.F. Barnes Services Limited ("**D.F. Barnes**"), is a body corporate, incorporated pursuant to the federal laws of Canada and extra-provincially registered in the province of Newfoundland and Labrador.
7. On or about April 2023, during the course of operations out of St. John's, Newfoundland and Labrador, the Atlantic Merlin suffered an oil leakage from its No. 2 bow thruster.
8. The No. 2 bow thruster is an integral part of the Atlantic Merlin's dynamic positioning system, without which the vessel cannot comply with chartering requirements
9. By purchase order contract dated April 4, 2023, the Plaintiffs engaged AEGIR-Marine for, *inter alia*, the supply and installation of new input shaft seals and liners on the Atlantic Merlin's bow thrusters (the "**AEGIR-Marine PO**").
10. By purchase order contract dated April 12, 2023, the Plaintiffs engaged D.F. Barnes to assist AEGIR-Marine with the installation of new input shaft seals and liners on the Atlantic Merlin's bow thrusters (the "**D.F. Barnes PO**").
11. The scope of work contemplated by the AEGIR-Marine PO and the D.F. Barnes PO together is hereinafter referred to as the "**Work**", which Work was performed and completed onsite in St. John's.
12. In performing the Work, the Defendants opened the No. 2 bow thruster, installed a new seal into the housing, and purportedly checked and tightened all pipe fittings. Thereafter, the Defendants closed up and conducted a test run of the No. 2 bow thruster.
13. Upon completion of the Work, the Atlantic Merlin resumed operations in and around the port of St. John's. During these operations, problems were quickly encountered with the No. 2 bow thruster, including the activation of oil filter alarms and low motor pressure. On or about May 3, 2023, metal particles were found in the oil filters of the Atlantic Merlin.

14. On May 3, 2023, as a result of the foregoing concerns, the Atlantic Merlin had to be placed off-hire. An inboard examination of the unit was then carried out and indicated that damage had been sustained to the bow thruster and that drydocking was required for further examination and repairs.
15. ATL forthwith conducted investigations to locate the nearest and most suitable drydock with (a) availability to accommodate the Atlantic Merlin for immediate damage repairs and (b) the bow thruster manufacturer being located nearby. ATL determined the Damen drydock in Amsterdam, Netherlands was the most cost-effective drydock for such repairs.
16. On May 5, 2023, the Atlantic Merlin, in ballast, departed St. John's and arrived in Amsterdam on May 13, 2023.
17. On May 15, 2023, upon drydocking at the Damen drydock, the No. 2 bow thruster was removed and was found to be damaged in that, *inter alia*: its upper input shaft bearing race was cracked and broken; its rollers were heavily worn; and its seal housing spacer had its dowel pins damaged/missing and abnormally marked. Additionally, the bearing housing was heat damaged and contaminated with debris; the No. 2 bow thruster casing had metal deposits throughout; and the input shaft gear teeth were abnormally marked. Collectively, these issues are hereinafter referred to as the "**Failures**".
18. The Plaintiffs state that the Failures were caused by:
 - (a) the negligence of the Defendants in their performance of the Work;
 - (b) a breach of the AEGIR-Marine PO by AEGIR-Marine; and/or
 - (c) a breach of the D.F. Barnes PO by D.F. Barnes,the specifics of which will be particularized prior to trial.

19. The Plaintiffs state that the Defendants are therefore liable in damages for the foreseeable and resultant losses.
20. Specifically, as a result of the Failures, the Plaintiffs collectively incurred costs and losses, including repair costs and loss of income, in the amount of \$3,905,404.33 (as of March 20, 2024).
21. The Plaintiffs therefore claim against the Defendants, joint and severally, for the following relief:
 - (a) judgment in the amount of \$3,905,404.33 in respect of costs and losses associated with the Failures, together with interest thereon at such rate as to this Honourable Court may seem just;
 - (b) costs of this action;
 - (c) such further and other relief as the nature of the case may require and as to this Honourable Court may seem just and proper.

The Plaintiffs propose that this action be tried at Halifax, Nova Scotia.

DATED at Saint John, New Brunswick this 28th day of March 2024.



DYLAN A.F. MacDONALD
A Barrister of the Supreme
Court of Nova Scotia

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Barristers & Solicitors
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Solicitors for the Plaintiffs

I HEREBY CERTIFY that the above document is a true copy of
the original issued out of / filed in the Court on the _____

day of MAR 28 2024 A.D. 20 _____

Dated this _____ day of MAR 28 2024 20 _____



Adam Young
Registry Officer
Agent du greffe