

(No. 7887.)

**AUXILIARY MOTOR KETCH "XL."**

THE MERCHANT SHIPPING ACT, 1894.

REPORT OF COURT.

In the matter of a Formal Investigation held at the Institution of Civil Engineers, Great George Street, in the City of Westminster, on the 12th, 13th, 14th and 29th days of May, 1931, before Herbert Metcalfe, Esq., one of the Magistrates of the Police Courts of the Metropolis, assisted by Captain J. Elmes, Captain W. A. Splatt and T. H. Blaker, Esq., as Assessors, into the circumstances attending the loss of the auxiliary motor ketch "XL" of Castletown, in the Isle of Man, on the 5th day of July, 1930, in the Firth of Clyde.

The Court, having carefully inquired into the circumstances attending the above-mentioned shipping casualty finds, for the reasons stated in the Annex hereto, that the loss of the vessel "XL" was caused by the flooding of the vessel with sea water.

The Court is satisfied that the entry of this water was not due to the alleged contact of the vessel with any floating and/or submerged object, but that the water entered through some aperture in the after part of the vessel on the 4th and 5th July, 1930.

The conduct of William Bruford Stokes, as part owner, in the matter of the insurances effected upon and in the financial affairs of the vessel, his conduct when he was acting as mate, and also the conduct of John Borman Goff, who was master at the time the vessel was making water on the 4th and 5th of July, 1930, was such that there is the gravest suspicion that the "XL" was deliberately scuttled, but in the absence of any evidence other than that of the crew, which was most contradictory and unsatisfactory, the Court is unable to find this as a fact.

The Court finds that John Borman Goff, master (Certificate Home Trade No. 106786), was in grave default in not taking the necessary steps to save the vessel when she was making water on the 4th and 5th of July, 1930, and his certificate is ordered to be suspended for a period of six months from this date.

The Court also finds that William Bruford Stokes (who is uncertificated), mate and part owner of the "XL", was also in grave default and he is most severely censured and ordered to pay the sum of Twenty Pounds (£20) toward the costs of the Inquiry.

Edith Stokes, the registered managing owner, is absolved from all blame.

Dated this 29th day of May, in the year 1931.

HERBERT METCALFE,  
*Judge.*

We concur in the above Report.

John Elmes, W. A. Splatt, T. H. Blaker,	}	Assessors.
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ANNEX TO THE REPORT.

This Inquiry was held in the Council Chamber of the Institution of Civil Engineers in Great George Street, in the City of Westminster, on the 12th, 13th, 14th and 29th days of May, 1931, before Herbert Metcalfe Esq., one of the Magistrates of the Police Courts of the Metropolis, assisted by Captain J. Elmes, Captain W. A. Splatt and T. H. Blaker, Esq., as Assessors.

The object of the Inquiry was to ascertain the circumstances attending the loss of the auxiliary motor ketch "XL" of Castletown, Isle of Man, on the 5th of July, 1930, in the Firth of Clyde.

Mr. G. St. Clair Pilcher (instructed by the Solicitor to the Board of Trade) appeared for the Board of Trade. The other parties to the Inquiry

were Captain William Bruford Stokes, of 6, Summerdale Avenue, Milton, Weston-Super-Mare, his wife, Edith Stokes, of the same address, Captain John Borman Goff, of 69, Botanic Road, Liverpool, Charles Chapman, of 2, Albert Terrace, Church Street, Highbridge, Somerset, and John Robert Buller Meek, of 6, Bow Street, Maryport, all of whom appeared in person and were not legally represented. All the parties admitted having received the requisite notices of the Inquiry as required by the Shipping Casualties and Appeals and Re-Hearings Rules, 1923, dated May 4th, 1923 (S.R. and O. 1923 No. 752/L.9). There were no other parties.

The "XL", official number 67284, was a British built sailing ship with an auxiliary motor, registered at the Port of Castletown, Isle of Man. She was stoutly constructed of wood, carvel built, at Port St. Mary, Isle of Man, in 1873, by one, Joseph Qualtrough. She had one deck, with two masts rigged as a ketch. Her dimensions were: length 74.2 ft., breadth 19.4 ft., depth 9.2 ft., with a gross tonnage of 74.6 tons, giving a register tonnage of 52.83 tons. She was divided by wooden bulkheads into a fore-castle used for the crew's accommodation, a boatswain's store, a main hold and abaft the main hold was an engine room and then, further aft, the master's cabin. Originally constructed as a sailing ship, she was fitted in 1919 with two auxiliary, 4-cylinder Kelvin internal combustion engines, each operating one propeller shaft. She was acquired in 1926 by one, Arthur Llewellyn Coffey of Ramsey, Isle of Man, and used by him for some time, but was later laid up and advertised by him for sale. She was sold by Bill of Sale dated 29th April, 1930, to William Bruford Stokes, who was acting on behalf of his wife, Edith Stokes, of 6, Summerdale Avenue, Milton, Weston-super-Mare, for the sum of £130, and at the time of her loss Edith Stokes was registered and designated as her managing owner. The circumstances of her acquisition were rather out of the ordinary. W. B. Stokes (known as Captain Stokes, though he had no certificate of competency) in answer to the advertisement in April, 1930, went to the Isle of Man with Captain J. B. Goff and Charles Chapman and lodged with the then owner of the "XL", Mr. A. L. Coffey. Goff held a master's certificate of competency, No. 106786, Home Trade, and was well known to Stokes and had sailed with him in another small vessel which had also been lost at sea. Chapman was half-brother to Stokes, and had likewise sailed both with Stokes and Goff on similar occasions.

Stokes paid Coffey the sum of £80 for the hull of the "XL" and Coffey fitted for him one auxiliary motor, a 20 h.p. Clyde engine operating one propeller shaft on the starboard side, for the additional sum of £50, a total of £130. The remaining propeller shaft tube had been closed previously, whilst the boat was in use by Coffey. When the boat was fitted with two engines, two circulating pumps, each with an inlet pipe of 3/4 inch in diameter into the engine room, had been fitted for use with the Kelvin engines. When the Clyde engine was fitted these two inlet pipes, which were each fitted with a lever cock, remained in position, one being connected by a rubber pipe to the Clyde engine and the other tube was plugged on the inside although the cock remained in position. Further expenditure was necessary to fit the vessel for sea, and, so far as can be ascertained, a total sum of £162 2s. 9d. was spent by Stokes for this purpose at Ramsey.

The "XL" had been surveyed in January, 1929, by a Board of Trade surveyor, and certain of his recommendations had been carried out by Coffey before the vessel was advertised for sale. She was again surveyed by the same surveyor on the 19th May, 1930. Certain recommendations were again made. These were "not opened out" surveys, and when Coffey wished to sell the vessel to Stokes all the work required to be done by the Board of Trade surveyor was carried out by Coffey on behalf of Stokes and to the satisfaction of the surveyor.

The total cost of this work done by Coffey on behalf of Stokes was £69 18s. 11d., of which sum £14 10s. 4d. is still owing to Coffey.

It is of interest, having regard to future events, to remark that Coffey told the Court that when he was about to give Stokes the receipt for the £130 he was asked by Stokes to make out the receipt for £400. Coffey demurred and enquired the reason of such a curious request and was told by Stokes that it would be better for him (Stokes), but Coffey refused and the receipt was made for the £130 only.

The money for the purchase of the "XL" was found by Mrs. Edith Stokes, who negotiated a mortgage on her house at Milton for the sum of £270 with Barclays Bank where she and her husband had a joint banking account. This money was given to Stokes by his wife and he acted throughout as her agent, and although Mrs. Stokes was designated and registered as the managing owner of the "XL" she never saw the vessel and knew nothing of the circumstances of the loss nor any of the financial transactions concerning the vessel. When the "XL" was lost a sum of £300 was paid to Stokes by the underwriters but Mrs. Stokes was apparently unaware of this and the mortgage is still outstanding. Except that Mrs. Stokes provided the money and was registered, unknown to herself, as the managing owner the Court was satisfied that she had nothing to do either with the conduct of the affairs of the vessel or with its loss, and discharged her from the Inquiry.

The "XL" left Ramsey on the 4th June, 1930, light, for Maryport with William Bruford Stokes as master, John Borman Goff as mate and Charles Chapman as A.B. She was in good and seaworthy condition and although fitted with an auxiliary motor she was primarily a sailing ship. The motor from its subsequent history cannot be said ever to have been reliable, and having regard to all the circumstances this lack of reliability cannot be said to have had any influence on the loss of the vessel. The motor was entirely auxiliary and no circumstance arose in which an entirely reliable auxiliary engine would have altered the situation, and accordingly in dealing with the history of the "XL" after she left Ramsey the Court have regarded her as primarily a sailing ship. On arrival at Maryport the engine needed attention and the bulkhead of the engine room was slightly altered in order to allow easier access to the starting handle. One of the local men, John Robert Buller Meek, who was employed on this work, was engaged as A.B. and motorman for the remainder of the voyage. A cargo of coal was loaded and the "XL" proceeded to Drummore with a crew of four under the command of Captain Stokes. This cargo of coal was discharged at Drummore and the vessel then went on, light, to Ayr where she arrived on 22nd June, 1930. Stokes had been ill since the vessel left Ramsey and he said that he desired to be relieved of the responsibility of the command. He certainly had been ill, but judging from his subsequent conduct, the illness does not appear to have been of such a nature that he was unable to take an interest in the affairs of the vessel. His subsequent conduct shows that, far from being unable to think clearly, he was able to draft remarkably clear letters on the question of the ship's insurance to the underwriters. As a matter of fact he did hand over actual command to his mate, J. B. Goff, who was appointed master and Stokes re-signed as mate. Stokes said that he desired to remain in the vessel in order to get a cheaper journey from a port near his home in Somerset and so save the railway fare. The vessel in fact next called at Lamlash and Meek said that before leaving Lamlash he was told by Stokes to pack his bag as it was Stokes's intention to leave the vessel at Stranraer. It is of interest that it was from this place that Stokes did eventually return to Somerset. Goff said that it was their intention to go to Kilkeel, thence with a cargo to Liverpool, and then if possible to get another cargo to Bridgwater, which was quite close to Milton; Chapman was doubtful of the intention of Stokes in this matter but it is apparent that there was no great urgency and that Stokes had no fixed intention to leave the ship at any particular place or time.

At Ayr the "XL" loaded a cargo of 106 tons of coal consigned to William Annett of Kilkeel, Co. Down, and left Ayr for Kilkeel on the 26th June, 1930, under sail and motor. At this time there was on board a reserve supply of about one gallon of lubricating oil and, having regard to the auxiliary nature of the engine, this supply might have been sufficient for the intended voyage, but part of this oil was lost by the accidental upsetting of the can by Meek soon after leaving Ayr. This loss was reported both to Stokes and Goff and the supply was never replenished. The vessel left Ayr with the benefit of a W.S.W. breeze, a wind which would have been quite favourable for the voyage to Kilkeel, but for some reason unexplained to the Court her course was altered and she made for Lamlash, a direction quite unfavourable with a W.S.W. wind. At Lamlash further attention was given to the gearing and timing of the engine by a Mr. Alexander Hamilton at a cost of 20s. and this sum is still owing to Mr. Hamilton; a minor matter, except perhaps for Mr. Hamilton, but it is an indication that the supply of money in the boat was not great. The "XL" stayed at Lamlash for some days and finally left that port about 7.0 a.m. on the 4th July, under sail and motor with her small boat in tow. The evidence of the position of the small boat was contradictory but the Court is satisfied that the boat was in tow and was never again taken inboard and placed on the after hatch—its usual resting place. There was no good reason why it should not have been taken inboard; it was a task more easily undertaken in harbour than when at sea and the Court does not accept the evidence that at a later time it was taken in.

Leaving Lamlash the weather was fine, the wind being variable from S. to S.W. and W., force from calm to force 3, with good visibility and a smooth sea. Except for slight patches of fog later in the day there was no appreciable change in the weather conditions from the time the vessel left Lamlash until she foundered some twenty hours later. Her course was set S.S.W. for Corsewall Point and although she left making from three to four knots she apparently made little progress, being only about four miles E. of Pladda by about midday when the motor was stopped. Meek the motorman said that this stoppage was due to shortage of lubricating oil, a fact that he again reported to both Stokes and Goff, but it was an unreliable engine and the ship was probably making way under sail at a speed equal to that which could be given by the motor and the Court does not attach any great importance to the behaviour of the engine.

The Court found much difficulty in ascertaining the exact course of events after the vessel passed Pladda. All the four members of the crew later, at different times and places, made sworn depositions before Receivers of Wreck and their depositions were available for the Court. All the crew gave evidence before the Court and in some cases amplified and in other cases denied and altered the statements they had made in their depositions. The whole evidence was such that the Court is satisfied that the loss of the "XL" was not a genuine misfortune of the sea. The Court finds as a fact that at about 4.45 a.m. on the 5th July, 1930, the "XL" foundered about two miles from Ballantrae in fine weather and that the whole crew, fully dressed, came ashore some half hour later in their own boat bringing with them a bag and also a tin box, the latter being the property of Stokes, and that none of the ship's papers except the official log was saved. According to the master, Goff, there was at least two hours from the time she was first making water until they took to the boat and that they stood by the vessel for half an hour before she sank, and had there been any real desire to save the papers there was ample opportunity for it to have been done.

The first deposition was that of Goff, the master at the time of the loss, made on the 5th July, 1930, a few hours after the vessel foundered, before the Receiver of Wreck at Stranraer. Goff said that at about 2.0 a.m. on the 5th July, whilst he was at the wheel—in hazy weather—wind force 2—tide

slack—he felt a sharp impact forward and sent Charles Chapman, the A.B., to investigate the cause. Chapman returned in a very short time and reported that the timbers on the bluff of the bow, inside the forecastle, had been pierced and that the ship was making water rapidly. He called all hands and manned the pumps but they were unable to cope with the inflow of water—the wind fell away—they were unable to beach her as she became unmanageable and about two hours after the first alarm they took to the boat and stood by until she sank about half hour later. He said that all flares were burned but with no response. None of these flares appears to have been seen and the Court is unable to say definitely if in fact they were or were not shewn, as the coastguard at Ballantrae was not on watch, the weather being fine, and it is possible that had the flares been shewn they might not have been seen.

Stokes made his deposition on the 15th October, 1930, some three months after the loss and during this time he had been in conflict with the underwriters on the question as to whether or not he had been justified in insuring the vessel for the amount which he had claimed from them. In his deposition he said that he was asleep in the master's cabin aft. He had continued to use this cabin even though he was only aboard as mate. He said that he was awakened about 1.0 a.m. on the 5th July by Goff, who told him that the vessel had struck something and was making water rapidly, so much so that Goff enquired of Stokes as to where he could beach her. Stokes continued in his deposition to say that he decided to run for Ballantrae and then went to the wheel for that purpose whilst the rest of the crew worked the pumps but were unable to cope with the water. Stokes did not see the alleged damage himself.

Charles Chapman, the A.B., made his deposition on the 18th October, 1930, and in it he said that during the afternoon of the 4th July the ship struck something and he saw water coming into the engine room; going forward to investigate he found in the forecastle, some 18 inches below the water line, a hole in the lining or ceiling on the starboard side, large enough to put his fist through.

Meek did not make his deposition until the 10th November, 1930. His association with the other parties only commenced when the "XL" had reached Maryport and he had no financial interest in the vessel and knew nothing of her affairs. In his deposition Meek said that when the engine was stopped on account of the shortage of oil in the early afternoon of the 4th July it was a fine summer day and he went to sleep on the after hatch where the small boat was kept when it was inboard. After he had been asleep for about two hours he was aroused by Chapman who told him to turn in in the forecastle; he did so and again went to sleep. He was again aroused some hours later again by Chapman, it being still daylight, and was told by Chapman that the vessel had struck something and was making water. Meek said that he lifted a board in the forecastle floor and saw water underneath in the forepeak. This water was not then level with the floor. Meek then went on deck and going aft saw water in the engine room almost as high as the crank case. He started up the engine but it stopped soon afterwards when the water reached the carburettor.

In his evidence before the Court, Meek, who had been consorting with the other parties since the commencement of the Inquiry, tried to nullify the effect of the divergence of his deposition from those of the other parties, particularly those of Goff and Stokes, on the plea that he was drunk when his deposition was taken by the Receiver of Wreck. The Court has no hesitation in rejecting this plea of drunkenness and is satisfied that no Receiver of Wreck taking a deposition at the special request of the Board of Trade would ever take such a deposition if there was any sign that the deponent was either under the influence of drink or from other reasons unable to appreciate the nature of his act, and that

Meek had other reasons for his desire to change his mind in this matter.

It is interesting at this stage to compare the various statements in the original depositions.

Goff and Chapman speak of the vessel striking an object with force sufficient, according to both of them, to pierce the timbers of this well made ship in the bluff of the bow, constructed with an outer skin of 3 inch pitch pine planking supported by 5 inch by 7 inch oaken frames with a space of not more than 6 inches between them and lined on the inside with planking over 1 inch thick, to such an extent that on the inner side of the forecastle on the starboard side 18 inches below the water line there was a hole large enough for Chapman to put his fist through. Goff suggested that the hole on the outer side was even larger and that probably a piece of the outer skin had been forced away. The blow necessary to cause such an injury must have been very severe, having regard to the state of the weather and the probable speed of the vessel, but whatever the nature of the alleged blow may have been it was not felt by Stokes in the after cabin, and was not sufficient to wake Meek, who was asleep in the forecastle in a bunk on the starboard side in a position which would have been flooded almost immediately had the story of Goff and Chapman in this respect been true. Meek said that he knew nothing of any such injury to the vessel and the first indication which he received of the presence of water was when he was roused by Chapman in the forecastle.

Chapman said that on his way forward to rouse Meek he saw water coming into the engine room. Meek also said that after he had lifted the board in the forecastle floor and seen water underneath he also went aft and saw water in the engine room.

That there was water in the engine room and the vessel, when Meek was roused, the Court has no doubt but it rejects entirely the story that this water entered in the way alleged by Goff and Chapman. The alleged hole in the forecastle was of a size sufficiently large to destroy the whole of the reserve buoyancy of the vessel by the filling of the forecastle within half an hour of its making. No effort of any kind was made to stop the alleged leak and the pumps were never efficiently brought into operation. The two pumps were 5 inch deluge pumps and three able bodied men were available to work them. One man was sufficient for each pump and these pumps should have been ample to cope with the inflow of water sufficiently long to enable the vessel to be beached. There was no reason why an effort should not have been made to stop the leak. The sea was calm and the breeze slight and the hole was according to Goff and Chapman only 18 inches below the water line; Stokes was at the wheel and the vessel did not become unmanageable for some two to three hours after the occurrence. When it did become unmanageable the crew took to the boat and stood by for about ½ hour before she sank. Sufficient time was found to save a seaman's bag and also a tin box which was the property of Stokes, but there was apparently no time to save all the papers referring to the ship and her affairs, although these papers were supposed to be in a drawer beneath the bunk in the master's cabin at the after end.

The hours of darkness early in July in fine weather are not very long and it was estimated that if water had been entering the vessel only by way of the two cocks in the engine room sufficient water would have entered in from 7 to 8 hours to destroy all the reserve buoyancy. Water entering by this means would, owing to the build and trim of the vessel, flow forward through the partition between the engine room and the hold and along the bilges into the hold and the forepeak. Chapman saw water coming into the engine room at a time which according to him and to Meek was late in the afternoon of the 4th July but still daylight, probably, having regard to the time that Meek was asleep, somewhere between 6 and 8 p.m. Meek also saw water in the engine room about this time and the Court is of opinion that the story as told by Chapman and Meek concerning the time when water was

first seen in the vessel is probably true, and also that water was in fact entering the vessel from the after end where it was first seen. The Court without any doubt rejects the story of the alleged damage in the fore-castle.

Goff, the holder of a master's certificate, was the only certificated man on board and the Court finds that his neglect to use the pumps properly and to make any effort to stop the alleged leak, which according to him was in an easily accessible position, shows that there was no real desire on his part to prevent this vessel from foundering.

It is now relevant to state the financial affairs of this vessel. When the "XL" left Ramsey she was insured by Stokes in his own name with the Union Marine Insurance Company of Liverpool for the sum of £400. Stokes had effected this insurance through Messrs. Coppack Bros. of Connah's Quay, Flintshire, who acted through Messrs. Tyson Bros., ship brokers, of Liverpool. The vessel had cost £130 for her hull and engine, and, in addition, there had been spent on repairs and equipment at Ramsey a further sum of £162 2s. 9d. At Maryport the cost of the alteration to the engine room bulkhead and the adjustment of the engine, etc., had cost approximately £10, so that the total expenditure on the vessel was £302 2s. 9d., over £90 less than her insured value.

Mr. Thomas Coppack, a member of the firm of Messrs. Coppack Bros., produced to the Court the original letters and telegrams from Stokes and copies of the letters from their firm and Tyson Bros., etc., which were exchanged between them concerning the insurances, etc., effected upon the "XL." On the 18th June, 1930, Stokes wrote from Drummore to Messrs. Coppack Bros., "As I have had to lay out a further considerable sum of money on her will you kindly cover her in future for £600 instead of £400. Will you please cover her now for a round voyage Drummore to Ayr, light, and Ayr to Kilkeel loaded?" This order to increase the insurance was accepted and confirmed. The next item of interest was a telegram dated 5th July, 1930, from Stokes to Messrs. Coppack Bros. from Ballantrae, "Beg to advise you vessel "XL" foundered off Ballantrae Ayrshire this morning striking submerged object."

The underwriters made enquiries and engaged the services of the Liverpool and Glasgow Salvage Association, and, as a result of the report which they received, the underwriters were satisfied that the salvage of the vessel was not a satisfactory financial proposition owing to her age and the depth of the water in which she was lying. Stokes applied for the insurance money to be paid to him and in a letter from him to Messrs. Coppack Bros. he said, "I have kept the vessel insured from the beginning in accordance with the instructions of the managing owner (his wife Edith Stokes) who is very sorry to hear of the disaster but is pleased to know that I carried out her instructions and kept her insured, as it turned out a very wise thing as it happened. . . I was coming home and left her to Captain Goff who was then in charge. . ."

The underwriters were not satisfied and were not disposed to pay without further particulars, and referred the matter to their claims adjuster having regard to the increase of the insurance at Drummore. Messrs. Coppack Bros. on the request of the claims adjuster asked Stokes to account for this increase in the insurance from £400 to £600, and on the 26th July Stokes replied and, amongst other things, said "the cost of the work done (at Ramsey) amounted to between £470—£500. The receipts for the work were in the boat when she went down and cannot therefore be produced. The vessel was under-insured on her first voyage." On the 6th August in answer to the request of the claims adjuster for copies of the receipts referred to in his letter of the 26th July Stokes said, "I have no note or recollection of the names of those who carried out the work, in some instances there were no receipts as they were cash transactions and in the others the receipts had gone down. . . ." Stokes threatened that in default of a speedy settlement he would place the matter in the hands of his solicitors—a threat which was never carried out! His reply of the 6th

August was considered very unsatisfactory and the insurers declined to accept liability particularly owing to the absence of information regarding the repairs which were said to account for the lift in value. Stokes offered to interview the underwriters' agent but they said that an interview without the production of the necessary receipts would be useless. Stokes however did call with Goff upon Messrs. Coppack Bros. at Connah's Quay and Messrs. Coppack Bros. made it perfectly clear to him that nothing but "bona fide" receipts or certified copies thereof would satisfy the underwriters. Stokes in his evidence tried partly to justify the lift in value on the ground that he had ordered from Maryport a new set of sails at a cost of £130. This order was in fact never accepted nor carried out by the maker as he refused to do the work except on a "cash with order" basis.

Stokes did produce certain minor accounts but these referred to the original valuation and he could not produce any receipt or copy thereof which would in any way justify the alleged rise in value. In September he asked that some payment might be made to him on account to enable him to get another ship and so help "a poor fellow—not on the dole—in a state of starvation who walked from Highbridge to Weston to see if I could give him a berth for him to earn a crust of bread." This poor fellow was his half brother Chapman who had been in the "XL" with him and with whom he had sailed in other ships which had been lost from one cause or another. There was further correspondence between Stokes and the underwriters concerning the deviation of the vessel to Lamlash on its journey to Kilkeel, as a deviation without good reason and not reported to the underwriters is a matter which normally would make a policy void. This was in September and although the underwriters had been pressing Stokes to produce his receipts or their copies he had failed to do so. On the 20th September, Stokes said, in his letter of that date, to the underwriters: "I beg to say that I have had an interview with the owners and they are quite willing to accept the figure of the first insurance namely £400 in full settlement of all claims". This offer did not appeal to the underwriters and on the 27th September, Messrs Coppack Bros. wrote to Messrs Tyson Bros: "We have a reply from Capt Stokes—asking us to get as much above £300 as possible in settlement." After consideration the underwriters promised to pay £300 in full settlement of all claims. After this promise was made the Board of Trade requested that any payment should be withheld as the official inquiries into the loss were incomplete, but the underwriters having made a promise did in fact carry it out and paid Stokes the sum of £300 in full settlement of all claims.

This sum was £100 less than the original valuation of £400, £170—£200 less than the sum which Stokes said he had spent upon her at Ramsey and £300 less than her insured value at the time of the loss, and was accepted by him in full settlement. Stokes took no further action to recover the remaining £300.

The Court finds that Stokes had in fact spent a sum not exceeding £303 on the vessel and in that sum is included a sum of £24 (part of a larger sum claimed by Stokes to have been so spent) in respect of work done by the crew instead of by hired labour at Ramsey. The ship was adequately insured on her first voyage and there is no justification for the claim that £470—£500 was spent upon her at Ramsey nor for the increase in the amount of the insured value from £400 to £600. It is incomprehensible that had Stokes had the receipts for the money, said to have been spent by him, in the drawer in his cabin that he should have taken no steps in the time at his disposal to have saved them, or that had such receipts ever been in existence that he would not have been able to obtain certified copies thereof.

The story of the loss of the vessel combined with the very peculiar circumstances concerning the insurances effected upon her is such that the Court

has the gravest suspicion that the "XL" was deliberately scuttled in an attempt to defraud the underwriters, but the Court is unable on the evidence at its disposal to find this as a fact, but the Court has no hesitation in saying that there was no real desire shewn nor effort made by Stokes or Goff to save this vessel when she was making water on the 4th and 5th July, 1930.

At the conclusion of the evidence Mr. G. St. C. Pilcher put a series of questions to the Court. The questions and the answers thereto given by the Court are shown below:—

1. When, from whom and for what sum of money was the motor vessel "XL" acquired by Mrs. Edith Stokes?

Who acted as agent for Mrs. Stokes in the negotiations for the purchase of the vessel?

The "XL" was acquired from Arthur Llewellyn Coffey on the 29th April, 1930, for £130. William Bruford Stokes acted as agent for his wife Edith Stokes.

2. What sum of money was spent by or on behalf of Mrs. Edith Stokes upon repairs effected to and equipment of the vessel?

£172 2s. 9d., which figure includes the sum of £24, a proper allowance for the work done by captain and crew.

3. Did Mrs. Edith Stokes manage the vessel herself or did she depute the management of the vessel to some other and if so what person?

No. The management of the vessel was deputed to William Bruford Stokes.

4.—(a) What was the value of the vessel when she left Ramsey?

(b) What insurances were effected upon or in connection with the vessel when she last left (1) Ramsey, (2) Maryport, (3) Drummore? By whom and in whose name were they effected?

(a) £292 2s. 9d.

(b1) £400.

(b2) £400.

(b3) £600.

All effected by William Bruford Stokes in his own name.

5. When did the vessel leave Ramsey, Isle of Man?

Had she been surveyed by a Board of Trade Surveyor?

If so, had all his requirements been complied with?

Was she then in good and seaworthy condition in hull and machinery and equipment?

The vessel left Ramsey on the 4th of June, 1930, after having been surveyed by a Board of Trade Surveyor, all of whose requirements had been complied with. Hull and equipment were in good and seaworthy condition but the auxiliary motor was unreliable.

6. Who was in command of the vessel when she last left Ramsey?

What was her port of destination?

Was any addition made to her crew after she left Ramsey?

If so what was the addition and why was it made?

William Bruford Stokes. Her port of destination was Maryport, at which port J. R. B. Meek joined the vessel to augment the crew as motorman and A.B.

7. When did the vessel arrive at Ayr?

Did she load any and if so what class and what amount of cargo there? If so to whom and to what port was it consigned?

The vessel arrived at Ayr on the 22nd June, 1930, where she loaded a cargo of 106 tons of coal consigned to William Annett, of Kilkeel, Co. Down.

8. Was any and if so what change made in the command of the vessel whilst she was at Ayr? If a change was made, what was the reason for it?

Yes. William Bruford Stokes was discharged and re-engaged as mate. John Borman Goff (mate) appointed master owing to the indifferent health of W. B. Stokes.

9. Was the vessel in good and seaworthy condition as regards hull, machinery and equipment when she left Ayr?

Had she a sufficient supply of lubricating oil for her motor?

If the supply of lubricating oil was insufficient had this fact been reported to the master or the mate by the motorman?

If so, were any, or any adequate, steps taken to replenish the supply of lubricating oil?

Yes, with the exception that the motor was still unreliable. She had a sufficient supply of lubricating oil.

10. When did the vessel leave Ayr? Did her motor function efficiently when leaving the port? She left Ayr on the 26th June, 1930.

No, her motor was still unreliable.

11. What was the intended destination of the vessel when she left Ayr? Did she proceed to that destination or was she diverted to Lamlash?

What was the reason for such alteration of her voyage, if it was made? Was such alteration of voyage justified in the conditions which prevailed?

Her intended destination was Kilkeel but she did not proceed there, being diverted *en route* to Lamlash. No satisfactory reason was given for the alteration, which was not justified in the conditions then prevailing.

12. Were any and if so what repairs effected to her hull and/or machinery whilst she was at Lamlash? If any repairs were effected by whom were they effected?

There were no repairs to her hull but there were small repairs to her motor which were executed by Alexander Hamilton at a cost of 20s.

13. When did the vessel leave Lamlash? Was she then in good and seaworthy condition as regards hull, machinery and equipment, including life-saving apparatus and distress signals? Had she a sufficient supply of motor lubricating oil for her intended voyage? What was the draft of the vessel fore and aft on leaving Lamlash?

The vessel left Lamlash on the 4th of July, 1930, at about 7 a.m. in a good and seaworthy condition with all the necessary lifesaving apparatus and distress signals; her auxiliary motor was, however, still unreliable and there was not a sufficient supply of lubricating oil for the intended voyage. Her draft was 8ft. 10ins. forward and 10ft. 2ins. aft.

14. What was her port of destination? Was it intended to call at any and if so what port or ports on the voyage? If so, what was the reason for calling at such port or ports?

Her port of destination was Kilkeel, Co. Down, and it was not intended to call elsewhere.

15. What were the weather conditions when the vessel left Lamlash?

(a) Direction and force of the wind?

(b) Visibility?

What was the state of the sea?

Weather was fine.

(a) Variable south to westerly winds varying from calm to force 3.

(b) Good.

Sea was smooth.

16. When the vessel left Lamlash did she proceed under sail and/or motor? What speed did she make and what was her course?

She left under sail and motor making 3 to 4 knots on a course S.S.W. for Corsewell Point.

17. When the vessel left Lamlash was her small boat stowed on board her or was it towing astern?

The boat was towing astern.

18. Was her motor stopped at any time after she left Lamlash?

If so when and why was it stopped? Where was the vessel at this time?

Was the motor ever re-started before she foundered and if so when?

Yes, at about 1 p.m. on the 4th July, 1930, about 4 miles East of Pladda through shortage of lubricating oil. The motor was re-started by Meek after he found that the vessel was making water.

19. Were there any and if so what material changes in—

- (a) the weather conditions;
- (b) the direction and force of the wind;
- (c) the state of the sea

between the time when the vessel left Lamlash and the time when she foundered?

(a) No material change except for slight patches of fog.

(b) No change.

(c) No change.

20. During the course of the voyage did the vessel come into contact with any floating or submerged object? If so what part of the vessel was struck? Did she suffer damage from the contact and if so what was the nature and extent of the damage? Did the damage, if it occurred, permit water to enter the vessel in such quantity as to cause the vessel to founder?

No. The Court is satisfied that the vessel did not come into contact with any floating and/or submerged object.

21. Were there any, and if so how many sea connections in the engine room through which water could enter or be admitted to the vessel? What were the nature and dimensions of the sea connections?

Yes, there were two  $\frac{3}{4}$  in. pipes fitted with lever cocks, one fitted with rubber pipe connection to the engine, the other being plugged above the cock.

22. How did the water enter the vessel? When and by whom was its presence in the vessel first observed? Were prompt and proper measures taken to close the aperture or apertures through which the water was entering the vessel?

The water entered through some opening abaft the cargo hold. It was first seen coming into the engine room by Charles Chapman, A.B., during the afternoon of the 4th July, 1930. No proper steps were taken to deal with this water.

23. How many pumps were there in the vessel? Where were they situated? What type of pumps were they and what were their respective dimensions? Were they in good condition and in efficient working order?

There were two 5-inch deluge pumps in good and efficient condition fitted at the after end of the cargo hold.

24. Were prompt and proper steps taken to expel the water from the vessel? When did the pumping begin and when did it cease? Why was the water not expelled from the vessel?

No. The Court is not satisfied that the pumps were ever efficiently operated.

25. Were any distress signals exhibited by those on board the vessel? If so what was their nature and when were they exhibited?

If no distress signals were exhibited why were they not exhibited?

It is possible that if flares had been shown they might not have been seen and on the evidence the Court is unable to give a definite answer.

26. Were all proper steps taken to save the vessel?

What steps were taken? Why were they not successful?

No proper steps were taken to save the vessel.

27. At what time was the vessel's small boat launched?

When did the crew embark in the small boat? The boat had been in tow since the "XL" had sailed from Lamlash and the crew embarked therein on the 5th July, 1930, about 4.15 a.m.

28. At what time and where did the motor vessel "XL" founder?

About 4.45 a.m. on the 5th July, 1930, in  $55^{\circ} 7' 12''$  N. Lat.  $5^{\circ} 1' 48''$  W. Long.

29. What was the cause of the foundering of the motor vessel "XL"?

The flooding of the vessel with sea water.

30. Was the loss of the motor vessel "XL" caused or contributed to by the wrongful act or default of John Borman Goff, master, William Bruford Stokes, mate, Charles Chapman, A.B., John Robert Buller Meek, A.B. and motorman, or any and if so which of them?

The loss of the "XL" was caused by the grave default of John Borman Goff, master, and William Bruford Stokes, mate and part owner, by their failure to take the necessary steps to save the vessel when she was making water on the 4th and 5th July, 1930.

Dated 29th day of May, 1931.

HERRERT METCALFE, *Judge*.

We concur,

JOHN ELMES,  
W. A. SPLATT, } *Assessors*.  
T. H. BLAKER, }

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