

(No. 923.)

“COMMODORE.”

The Merchant Shipping Acts, 1854 to 1876.

In the matter of a formal Investigation held at Cardiff, on the 24th and 25th days of February 1881, before ROBERT OLIVER JONES, Esquire, Stipendiary Magistrate for the Borough of Cardiff, assisted by Captain CURLING and Captain HARLAND, into the circumstances attending the abandonment of the British sailing ship “COMMODORE,” of Dartmouth, about 30 miles S.W. of Vigo, on or about the 31st January 1881.

Report of Court.

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 said ship was abandoned, when in a sinking condition, about 30 miles S.W. of Vigo, on the 31st January 1881; that such condition was due to stress of weather and the shifting of her cargo; that the master and crew were justified in so abandoning her; and that the said ship was overladen, and had not sufficient freeboard, for which the Court finds the owners responsible. The Court therefore orders them to pay the sum of twenty pounds towards the costs of this inquiry.

Dated this 25th day of February 1881.

(Signed) R. O. JONES, Judge.

We concur in the above report.

(Signed) WILLM. CURLING, } Assessors.
ROBERT HARLAND, }

Annex to the Report.

The “Commodore” was a sailing vessel built of wood at Dartmouth in the year 1857. She was rigged as a schooner. Her length was 95 feet seven-tenths, and breadth 21 feet four-tenths. Her depth of hold was 12 feet five-tenths, and her registered tonnage 156 tons. She was registered at Dartmouth, and owned by Messrs. Alfred Henry Tapson, of Newport, Monmouthshire, and others, Mr. Tapson being the managing owner. Her official number was 19,053. She was thoroughly overhauled in 1878, and was then re-classed A1 for eight years.

This vessel sailed from Cardiff on the 13th January last, bound for Lisbon, with a cargo of 264 tons of railway bars, with a crew of six hands all told, under the command of Mr. Thomas Allen Prewett, who holds a certificate of competency as master. Her draught of water in dock was 10 ft. 11 ins. forward, and 13 ft. 11 ins. aft. All went well until the 26th, when bad weather set in. On that day they sighted the Rock of Lisbon. It came on to blow very hard on the night of the 26th. The Capo da Roca Light was seen as soon as it was lighted at sunset, bearing S. by E. distant six or seven miles. At 8 a.m. on the 27th the ship was hove to, the wind blowing hard from the W.S.W. She remained hove to until the night of the 28th, when the wind moderated. A heavy cross sea still remained, and the vessel is described as rolling “fearfully.” On the night of the 28th the cargo shifted from one side to the other, and finally settled to starboard, giving the ship a list to starboard. She began making water when hove to during the gale. After the cargo shifted the water gained rapidly. All hands were kept to the pumps. On the morning of the 28th there were 18 ins. of water in the hold. By the evening of the 30th it had risen to 5 ft. On that day they bore up for Vigo. At 4 a.m. on the 31st she became unmanageable, and at 6 a.m., when the water on the deck had risen to their waists, the crew took to the boat, and the ship very shortly afterwards foundered, being at that time about 30 miles S.W. of Vigo. The crew, having no mast or sail, pulled for that port, which they reached, after a very perilous

voyage, about 9 p.m. in safety. They had had no time to save any of their clothes or effects.

At the close of the evidence, Mr. Waldron, on behalf of the Board of Trade submitted the following questions to the Court, and Mr. Lloyd was heard on the part of the owners:—

1. Whether, when the “Commodore” left Cardiff, she was in good and seaworthy condition?
2. Whether, having regard to the age of the vessel and her underdeck tonnage, 263 tons of railway iron was too heavy a dead weight of cargo for her on a winter voyage?
3. Whether her cargo was properly stowed and secured?
4. What was the cause of the cargo shifting on the 28th of January?
5. What was the cause of the vessel making so much water thereafter?
6. Whether every possible effort was made to keep the water under and to save the vessel?
7. Whether the vessel was prematurely abandoned?
8. Whether she was navigated with proper and seamanlike care?
9. Whether the master is in default?

The vessel, as we have already stated, was repaired and re-classed A1 for eight years in June 1878. The crew were unanimous in giving her the character of a good staunch vessel, a good sailer, and excellent sea boat. There is no reason to doubt but that she was in good and seaworthy condition when she started on her voyage.

The registered tonnage was 156, and her cargo weighed 263 tons. A cargo equal to the registered tonnage, with an addition of one half of that tonnage, which in this case would have amounted to 234 tons, is perhaps the utmost that can be with safety carried by any wooden ship.

Again, her freeboard of 22 ins. was, we think, insufficient. It should have been at least, for a winter voyage, 30 ins.

The cargo was stowed in the usual way, which was very clearly and intelligently described by the two experienced stevedores who were examined on this point. One of these strongly insisted on the central spaces being tightly wedged in order to prevent the slightest lateral movement of the cargo. Although in other respects the usual precautions were taken, yet in this respect there appears to have been an omission, and it is not impossible that the shifting of the cargo, which gave the ship a list to starboard, was due to this omission. The securing of the cargo after the stowage is completed devolves, it appears, upon the ship. The work was done in this instance by the mate, who placed two boards 14 or 15 ft. apart athwart the top of the pile of bars, such boards being 1½ ins. thick and 11 ins. wide, and resting upon these two boards were uprights or stanchions made of pieces of a spar about 5 ins. in diameter, and cleated to the deck beams above and the transverse boards below. When it was seen that the cargo had shifted, the bars were lashed by the crew in the best way then possible. It would have been better that the transverse beams on which the stanchions rested should have been stronger. The cargo would have been better secured, and if greater care had been taken in wedging the pile of bars at the sides, there would have been much less risk of shifting.

It is therefore not surprising that the cargo, not having been so carefully stowed and thoroughly secured as it might have been, should have shifted when the vessel rolled so heavily in the heavy seas and tempestuous weather which she met with off the coast of Spain.

This heavy weather and the shifting of the cargo combined to cause a severe straining of the ship, and it was owing to this, we think, that she made so much water.

We think that everything that could be done to keep the water down and to save the vessel was done by the crew. They worked manfully and incessantly at the pumps, and spared themselves no exertion they were called upon to make, and when they at last abandoned her it was to save their lives, and when it appeared that nothing further could be done for their ship; and the Court are glad to be able to add that the ship was,

under very trying circumstances, handled with proper and seamanlike care, and that the master deserves great credit for his conduct throughout.

It has already been said that the ship was overloaded and that she had not sufficient freeboard. It was the duty of the owners to see to these matters. If they had no personal knowledge of the subject, they should have availed themselves of the services of persons competent to have advised them thereon. It is possible that the owners and the officers may have to some extent been misled by the successful carrying of

excessive cargoes both before and after the ship come into their hands, but we do not think that owners, if such was the case, were thereby altogether exonerated from blame for sending their ship to sea on a winter voyage with so heavy a cargo. We therefore order that the owners shall pay the sum of 20l. towards the costs of this inquiry.

(Signed) R. O. JONES.
WILLM. CURLISS.
ROBERT HARLAN.