

amongst them another
about the same time as
circumstances the only con-
is that the "Affigo"
There is, then, in our
e to anyone for this

ROTHERY,
Wreck Commissioner.

FORSTER, } Assessors.
DN,

(No. 1333.)

"QUEEN EMMA."

The Merchant Shipping Acts, 1854 to 1876.

In the matter of the formal Investigation held at Liverpool, on the 4th, 6th, 29th, and 30th March 1882, before H. C. ROTHERY, Esquire, Wreck Commissioner, assisted by Captains VAUX and REES, as Assessors, into the circumstances attending the abandonment of the British sailing ship "QUEEN EMMA," of Carnarvon, on the 1st of February last, whilst on a voyage from Bull River to Belfast.

Report of Court.

The Court, having carefully inquired into the circumstances of the above-mentioned shipping casualty, finds, for the reasons annexed, that the said vessel "Queen Emma" was overladen, and not in a good and seaworthy condition on leaving Newport on the outward voyage, as well as on leaving Bull River on the homeward voyage; and that the responsibility for having sent her to sea in that condition rests, as regards the outward voyage, with Evan Griffiths, the managing owner, and, as regards the homeward voyage, with the said Evan Griffiths and with William Roberts, the master of the said vessel. The Court also finds that the said William Roberts abandoned the "Queen Emma" too hastily.

The Court, however, under the circumstances, will not deal with the master's certificate, nor does it make any order as to costs.

Dated the 30th day of March 1882.

(Signed) H. C. ROTHERY,
Wreck Commissioner.

We concur in the above report.

(Signed) CUTHBERT VAUX, R.N.R., } Assessors.
T. B. REES,

Annex to the Report.

This case was heard at Liverpool on the 4th, 6th, 29th, and 30th days of March 1882. On the first day Mr. Paxton appeared for the Board of Trade; the managing owner and master of the "Queen Emma," though present, were not represented by either counsel or solicitor. Five witnesses having been produced by the Board of Trade and examined, Mr. Paxton handed in a statement of the questions upon which the Board of Trade desired the opinion of the Court. On the case being resumed on the 6th, Mr. Lightbound appeared for the owners of the "Queen Emma," and asked for an adjournment to enable him to obtain evidence. The case accordingly stood over till the 29th, when Mr. Kennedy appeared for the owners of the "Queen Emma" (the master being also present, but not represented by either counsel or solicitor), and was continued on the 30th; and three witnesses having been produced by Mr. Kennedy, and two further witnesses by Mr. Paxton, Mr. Kennedy addressed the Court on behalf of his parties, and the master having been heard on his own behalf, and Mr. Paxton for the Board of Trade, the Court proceeded to give judgment on the questions on which its opinion had been asked. The facts of the case are as follow:—

The "Queen Emma" is a small wooden brig belonging to the Port of Carnarvon, of 209 tons gross and 193 tons net register. She was built at Quebec in the year 1866, and at the time of the casualty which forms the subject of the present inquiry, she was the property of Mr. Evan Griffiths, of Cefn-Peraidd-Mawr, Dolbenmaen, in the county of Carnarvon, and two others, Mr. Evan Griffiths being the managing owner. She left Newport on the 6th May last for Caravellas, on the coast of Brazil, with a crew of 8 hands all told, and a cargo of about 350 tons, drawing 12 feet 9 forward and 13 feet 1 aft, and arrived at Caravellas on the 24th of July following. Having

L 367. 1103. 150.—4/82. Wt. 171. E. & S.

55

discharged her cargo, which, with the exception of 24 tons of coal, consisted wholly of iron goods, and taken in about 80 tons of ballast, the master engaged some runners to proceed with him to Bahia, the whole of his crew, with the exception of the mate and boatswain, having deserted, and it being impossible to obtain fresh hands at Caravellas. They left on the 24th September, arrived safely at Bahia, and having there engaged 5 fresh hands, they sailed for Coosaw in the Bull River in South Carolina on the 10th October, and arrived there on the 2nd December following. On their arrival there it became necessary to unship the rudder to repair it, and having taken in a cargo of about 351 tons of phosphate rock, they left Coosaw on the 2nd January last for Belfast. For the first 8 or 10 days the weather was fine, but about the 12th bad weather set in, and the vessel then immediately began to make a good deal of water. On the 14th they commenced to jettison the cargo, and between that date and the 31st they jettisoned, according to the master, from 35 to 40 tons, according to the boatswain, some 60 to 80 tons. During this time the vessel seems to have made a great deal of water, but the crew were able to keep it under, although when it blew hard they had to be almost constantly at the pumps. At length, on the 1st February, a vessel, which afterwards proved to be the "Lilian Morris," hove in sight, and the crew then came aft and told the captain that they would do no more work, upon which the captain asked them if they knew what the consequences would be; they told him that they did, and he thereupon hoisted a signal of distress, and on the "Lilian Morris" coming up the master and crew of the "Queen Emma" got into their boats and left her, she being then in about latitude 38° 33' north, and longitude 32° 30' west, and distant about 60 miles from Fayal. After receiving them on board, the "Lilian Morris" proceeded on her course, and on the 11th of the same month landed the crew of the "Queen Emma" at Falmouth. Two days after she had been abandoned, namely, on the 3rd of February, a barque, called the "Providence," belonging to Nova Scotia, fell in with the "Queen Emma," and finding that there were only 10 inches of water in her, the mate and some of the hands were put on board her, and they took her to Fayal, arriving there on the 5th, the "Providence" keeping them company. It further appears that the "Queen Emma" still lies at Fayal, and that a crew has been sent out to take charge of her, and bring her to this country.

These being the facts, the Board of Trade has asked us more than the usual number of questions, and it will be very difficult in answering them to avoid some repetition. The first question which we are asked is, "Whether, when the vessel left Newport, she was in good and seaworthy condition for the voyage for which she was chartered, and particularly for a voyage from Bull River to Belfast with a cargo of phosphate rock." It seems that the vessel, which was built of soft wood at Quebec in the year 1866, had been purchased by the present owners in 1872, and some extensive repairs having been done to her she then obtained an A 1 class at Lloyd's for 8 years from that date. On the expiration of that class she was opened out and remetalled at a cost of about 360L., and was then classed A 1 in red for 5 years from January 1880. After this it does not appear that repairs of any consequence were done to her; as however before starting on the last voyage she had just returned from a somewhat similar round, and had brought back the same quantity of phosphate rock from Bull river, it may be well to see how she behaved on that occasion; and this we are able to do, the log book for the two last voyages having been brought in. It seems that on that occasion she left Cardiff on the 6th of October 1880 with a cargo of coals for St. Vincent, and having there discharged her cargo she proceeded in ballast to Coosaw, where she arrived on the 14th of January 1881; and having taken in a cargo of 350 tons of phosphate rock she sailed on the 12th of February following for Dublin, drawing 12 feet 10 inches upon an even keel. Hitherto she seems to have made very little water, but immediately on leaving Coosaw she is reported as "making a little more water." On the 13th we find an entry to this effect, "leaking" about the coamings of the main hatch; got old sails "down and spread them out where found leaking," and

it is said that she was "making more water than previous." On the 14th they find "a large leak in the rudder trunk," where we are told the "water was rushing in, when the ship was dipping her stern." From this day the vessel is stated to be making continually a little more water until the 28th of February when she is said to be "making a great deal of water," and again on the 1st and 2nd of March. On the 10th we are told that she is making a little less water, the weather being moderate, and the leaks being above water; but on the 13th she is again "making a great deal of water," although there was only a fresh breeze with the reefs out of the topsails. So it goes on, the vessel always making a great deal of water whenever it begins to blow at all until the 28th of March, when she at length arrives at Dublin. Having discharged her cargo, she sails on the 14th of April for Newport, arrives there on the 20th, and at once proceeds to take in her cargo of 350 tons, all, as I have said, except about 26 tons of coal, consisting of heavy iron goods, with which she sails on the 6th of May for Caravellas; and notwithstanding her leaky condition on the return voyage as proved by her log book, the total amount expended upon her for repairs from the time of her arrival at Dublin until she sailed for Caravellas was, according to the owner, only 5*l.* 10*s.* 3*d.*, of which the repairs to the rudder trunk did not exceed 1*l.* Now considering that this vessel was a soft wood Canadian built vessel, that she was about 15 years old on the red letter at Lloyd's, that on the voyage immediately preceding the last, and when she had 350 tons of phosphate rock on board, which had been shipped in the Bull River, she had leaked very badly, and that she was sent away with none but the most trifling repairs having been done to her, we can hardly doubt that when she left Newport on her last voyage she was not in good and seaworthy condition for a voyage out with a heavy dead weight cargo of 350 tons, consisting chiefly of iron goods, and home again with the same weight of phosphate rock from the Bull River, more especially as the return voyage would have to be performed in the winter. And that opinion is fully confirmed by the master's letters written from Caravellas and Coosaw, in which he describes the condition of the vessel on her arrival at those places, and to which I shall presently have occasion to refer.

The second question which we are asked is, "If not, who was responsible for her being sent to sea, and was the master justified in taking her to sea?" The master having joined the vessel at Newport, only a few days before she sailed, and when she was already half full of cargo, can hardly be held responsible for the condition in which she was sent to sea. The responsibility must rest with the managing owner, Mr. Evan Griffiths, who had chartered her for the voyage, who was at Newport when she left, and who knew, or ought to have known, what was her condition, and how she had behaved on the voyage from which she had then only recently returned.

The third question which we are asked is, "Whether the load-line was placed in a proper position on the vessel's side?" It is difficult to say what would be an improper place at which to place a load line, for an owner is at liberty to place it where he pleases; but what I apprehend is meant is, whether the load line was in such a position that the vessel could have been safely sent to sea if loaded down to it. It is stated in the official log book for the last voyage that the load line was placed at 1 foot 9 inches below the deck, but we are told that this was a mistake, and that in reality it was at 1 foot 10½ inches; and there is some reason to think that this is so, for the official log books for the previous voyages place it at 1 foot 10½ inches, and there is evidence that it has not been since altered. We have then to consider whether a freeboard of 1 foot 10½ inches would be sufficient for this vessel. Now to ascertain what is the minimum amount of freeboard which such a vessel should have, it will be well to consult the several tables which have been published, namely, the Board of Trade tables, Lloyd's, and Mr. Rundell's. According to the Board of Trade tables a vessel of her dimensions, and built of soft wood, should have a freeboard of not less than 2 inches for every foot depth of hold; this would give her a freeboard of 2 feet 2 inches, her hold being 12.97 feet deep. There is, however, a marginal note in these words, "This table, except in vessels of very great sheer, is intended to be a minimum, to be increased when in the judgment of the surveyor age or weak construction renders it necessary;" and looking to the age and character of this vessel, and to the heavy

dead weight cargoes which she seems to have carried, and which would be likely to strain her, it is perhaps not too much to say that 2.2 inches to every foot depth of hold would not be too much to give her, making her minimum freeboard, according to the Board of Trade tables, 2 feet 4½ inches. Turning next to the tables recently issued by Lloyd's, we find that with a co-efficient of fineness of .66, which this vessel would seem to have had, and a moulded depth of about 13 feet 6, she ought to have a freeboard of 2 feet 6. Again, according to Mr. Rundell's tables, her freeboard should be about 2 feet 7 inches. Seeing then that the Board of Trade, Lloyd's, and Mr. Rundell, all agree in fixing 2 feet 4½ to 2 feet 7 as the minimum freeboard which this vessel ought to have, it would seem to follow that a clear side of only 1 foot 10½ inches, which is what she would have if loaded down to her load line, would be insufficient.

The next question which we are asked is, "Who was responsible for its position?" The managing owner is, of course responsible for the position of the load line, the master having joined only a very short time before she left.

The fifth question that we are asked is, "Did the master communicate with the managing owner from Caravellas, and inform him of the quantity of water made by the vessel on her outward voyage, and her condition on arrival at Caravellas?" The vessel arrived at Caravellas on the 24th of July 1881, and three days afterwards the master addressed a letter to the managing owner, in which we find the following passage: "She is making a great deal of water, from five to seven inches in an hour; this cargo strained her very bad. The rudder is in very bad condition; the bolts in the gudgeon is loose, and the heads of them off; I am afraid of it carrying away. Some of the sails is gone very bad, especially the head sails. I have been for several days without neither a fore upper topsail nor a jib, which were carried away, and no others to bend instead; but I think I shall be able to bring her home to England with them; they have got a thorough good repair here." One other letter was written by the master from Caravellas, bearing date the 17th of September following, in which there occurs the following passage: "I have got three iron knee bolts fixed, and four bolts in the rudder braces free of expense." It would seem then that the master did write to the managing owner from Caravellas, and inform him of the quantity of water which the vessel had made on the outward voyage, and of her condition on her arrival there.

The sixth question that we are asked is, "If so, what instructions, if any, did the managing owner send to the master on receipt of such communications?" The owner admits that he received those two letters, for he has himself produced the originals, and he admits also that he did not send any letter in reply. He says indeed that he addressed a letter to the master to Bull River, but that was after he had received another letter which the master had sent him from Bahia, but it seems clear that that letter was never received by the master, and neither the original nor a copy of it has been produced.

The seventh question which we are asked is, "Did the master do all that was possible to caulk the topsides and deck of the vessel at Bull River?" Coosaw is only a small place, very unhealthy and very difficult of access, so that we could hardly expect to find the requisite materials or workmen for doing the repairs effectually. What, however, the master could do with the materials he had we think that he did, but he complains, and we think with some reason, that the vessel was despatched from this country without the requisite tools for the purpose.

The eighth question which we are asked is, "Was the vessel in good and seaworthy condition when she left Bull River, having regard to the nature of the cargo, the condition of her decks and topsides, and the time of the year." What the condition of the vessel was upon her arrival at Coosaw appears very clearly from the following passage in the master's letter to the managing owner, dated the 5th December, written three days after his arrival. He there says "I would write sooner, only I expected a letter from you, but I have not received any at all. I am in plenty of troubles here again; the rudder is almost loose, and the stern post, at least three gudgeons is loose, and one of the three is completely loose, not a single bolt in it in the stern post, and the bolts in the two upper gudgeons is loose, and the heads of the bolts wore off, and how is the lower gudgeon? I do not know yet,

" be
" th
" ne
" be
" an
" af
" be
" ev
" in
" fe
" th
" ha
" on
" ne
" th
" a
" be
" in
" ab
" so
" ou
" mont
" own
" tel
" 24
" th
" th
" of
" ge
" wa
" ru
" bo
" th
" ge
" pi
" gu
" be
" th
" an
" po
" th
" I
" ha
" th
" tow
" re
" str
" this
" Coos
" mise
" work
" unsh
" stran
" load
" was
" again
" vesse
" ditio
" rega
" she l
" unde
" is th
" confi
" W
" toget
" and t
" was l
" and
" appe
" stow
" to sic
" upon
" from
" and
" told,
" Cons
" to b
" cient
" way.
" Cour
" whic
" swain
" been
" home
" keels
" lings
" in su
" that
" for w
" ship
" any v

he seems to have carried, strain her, it is perhaps 2:2 inches to every foot too much to give her, and, according to the Board of Lloyd's, we find that with a freeboard of 2 feet 6 inches, her freeboard is 7 inches. Seeing then Lloyd's, and Mr. Rundell's tables, her freeboard ought to be 7 feet 4 inches to 2 feet 7 inches. A clear side of only what she would have if would be insufficient.

Who are asked is, "Who was the managing owner in position of the load line, a very short time before

Who are asked is, "Did the managing owner from the quantity of water outward voyage, and her Caravellas?" The vessel arrived July 1881, and three days addressed a letter to the managing owner in which we find the following: "A great deal of water, from this cargo strained is in very bad condition; is loose, and the heads of carrying away. Some of especially the head sails, days without neither a fore which were carried away, and but I think I shall be able land with them; they have here." One other letter from Caravellas, bearing following, in which there is: "I have got three iron bolts in the rudder braces would seem then that the managing owner from Caravellas the quantity of water which outward voyage, and of her re.

Who are asked is, "If so, what the managing owner send to such communications?" The vessel those two letters, for he originals, and he admits y letter in reply. He says letter to the master to Bull he had received another d sent him from Bahia, but er was never received by the original nor a copy of it has

Who are asked is, "Did possible to caulk the topsides at Bull River?" Coosaw is healthy and very difficult of hardly expect to find the kmen for doing the repairs er, the master could do with ink that he did, but he com- some reason, that the vessel ountry without the requisite

Who are asked is, "Was a worthy condition when she regard to the nature of the er decks and topsides, and the t the condition of the vessel Coosaw appears very clear: age in the master's letter, dated the 5th December, s arrival. He there says "I y I expected a letter from you, any at all. I am in plenty of e rudder is almost loose from three gudgeons is loose, and letely loose, not a single bolt and the bolts in the two upper the heads of the bolts were off, gudgeon? I do not know yet,

"because it is too far under water, and I am afraid that the bolts in the upper gudgeon has worked nearly through. The rudder I know is very bad, because the rudder is seen working several inches fore and aft in the trunk, until it is leaning on the after part of the rudder case, and the stern post, besides being loose, that is, is seen working on deck every time the rudder jerks, it is very badly injured in the wake of the gudgeon that was loose. I never felt such jerks in my life; I thought many a time that it was dragging the whole stern to pieces. I have witnessed vessels striking on banks more than once, but I believe the shakes of the vessel was not nearly so severe." Further on he says, "I can prove that the rudder was very unfit to think about making a voyage with it, as it was before I joined her, because I could not keep it steady by no means in Cardiff Roads, but I do not say that you knew about it, but Evans must have known it, and he ought to speak about such things instead of speaking so many untruths." On the 31st of the same month the master writes again to the managing owner from Coosaw in these words:—"Received the telegram on Sunday morning, 18th instant, nearly 24 hours after its arrival at Beaufort. I think that you did not understand the telegram. I said that there was no oak to be had here but plenty of pitch pine, and also that there was means of getting the rudder made here. The lower gudgeon was entirely broke and chafed the lower part of the rudder badly, the rudder head was split, and the bolts on the upper gudgeon head worked nearly through the head. The best way I could see was to get a new main piece made of pine, and bolt the old piece on to it, and I could not do nothing to the gudgeon here except getting a new iron one made, because they can't work any metal here, so I got them shifted, so that the metal gudgeon be the lowest and the iron one at light water mark, so that it is possible to get at it if you wish to put a metal one there again. I have it all done here at Coosaw, and I believe it is done strong, but very rough work. I had to get some planks for the platform, because there was many broke with the cargo of rails." And towards the end of this letter he says, "I have not received no letter from you here at all; it seems strange to me what became of them." Now with this account of the vessel's condition on her arrival at Coosaw, with the fact before us that the place was miserably small and unhealthy, that they could not work any metal there, that the rudder having been unshipped for repairs, they had against the remonstrances of the master taken her alongside the quay to load her before it was reshipped, and that the vessel was partly laden before the rudder was in its place again, we have strong reasons for thinking that the vessel could not have been in a good and seaworthy condition for the voyage when she left Bull River, having regard to the weight and nature of the cargo which she had on board, and to the fact that she was about to undertake a winter voyage across the Atlantic. This is the opinion of the Assessors, and it is very strongly confirmed by what afterwards occurred.

We will consider the ninth and tenth questions together; they are, "Was her cargo properly stowed and trimmed;" and "was the platform, upon which it was laid, properly constructed and of sufficient strength; and did it extend sufficiently far forward and aft." It appears that the platform, on which the cargo was stowed, was formed of scantlings extending from side to side of the vessel, tommed off from the bottom; and upon these were laid planks fore and aft, extending from the foremast to the fore part of the aft-hatchway, and nailed to the scantlings. The platform, we are told, stood about three feet above the floor amidships. Considering the weight which this platform would have to bear, we are not prepared to say that it was sufficiently strong, and according to the master it did give way. In another case, which recently came before the Court, the platform was laid upon dunnage wood, which would form a solid basis for it; and the boatswain has told us that in a vessel in which he had been some years ago, and in which they had brought home a cargo of phosphate rock, there were two sister keelsons besides the main keelson, on which the scantlings rested, which would of course be a great assistance in supporting the platform. It can hardly be said, too, that it extended sufficiently far either forward or aft, for we are told that the cargo lay on the skin of the ship for some 8 or 10 feet beyond it at each end, so that any water which might be taken in at the fore or after

part of the vessel would get to it. The assessors are, however, of opinion that in other respects the cargo was properly stowed.

The eleventh question which we are asked is, "Ought the master to have taken into account the tendency of the phosphate rock to absorb water, in determining the freeboard required by his vessel?" In a case which we recently had before us, that of the "Spartan," we had the evidence of Dr. Dupré, one of the first analytical chemists of the day, who told us that river phosphate rock, which is the rock with which this vessel was laden, would absorb about 4 per cent. of water only, or about 14 tons on the whole cargo of 350 tons. We are therefore not prepared to say that the master ought in determining his freeboard to have taken into account the quantity of water which the cargo was capable of absorbing, seeing, as Dr. Dupré observed, that there are very few cargoes which would not absorb a much larger quantity of water.

The twelfth question which we are asked, is, "Was the vessel overladen?" The vessel, as I have said, was 209 tons gross, and 193 tons net register, so that a cargo of 350 tons would be about 75 per cent. above her tonnage, which under ordinary circumstances would certainly appear to be excessive. According to the master, too, the water was about a couple of inches below the load line, which would give her a freeboard of 2 feet and $\frac{1}{2}$ an inch. On the other hand, the late master, as well as the managing owner, told us that with 350 tons of cargo she would have something like 2 feet 2 to 2 feet 3 inches of freeboard. But even this would not be equal to the minimum amount of freeboard which she ought to have by the rules of either the Board of Trade, or Lloyd's, or Mr. Rundell. And looking at her age, her character, and the nature of the voyages on which she had been engaged, we are of opinion that the vessel was too deeply laden, more especially for a voyage across the Atlantic at that season of the year.

The thirteenth question which we are asked, is, "Who was responsible for the vessel being sent to sea from Bull River in her then condition?" The responsibility must of course be shared between the master and the managing owner. It was the managing owner who had chartered her for the round, and to bring home a cargo of 350 tons of phosphate rock from Bull River; he had received letters from the master informing him of the condition of the vessel on her arrival both at Caravellas and at Coosaw, and he might have telegraphed to the master not to take in so large a cargo unless he felt sure that she could safely carry it, but he did nothing of the kind. The master also must bear a portion of the responsibility, for he was on the spot, and it was for him to see that he did not take more cargo on board his vessel than he thought she could properly carry. Now he has told us that he thought at the time that 350 tons was too much for her, and the only excuse he gives for taking it is that it was his first command, that he was a young master, and that he didn't like to incur the displeasure of the owner by taking less than the quantity mentioned in the charter party. Both, in our opinion, must share the responsibility.

The fourteenth question is, "Was the master justified in taking her to sea?" That question has just been answered. Believing, as he said he did, that 350 tons was too much for her, he was not justified in taking it on board.

The fifteenth question is, "Was every effort made to keep under the water made by the vessel after leaving Bull River?" We think that every effort was made to keep the water under, and we could hardly have a better proof of it than the fact that they pumped her out shortly before they left her, and that when she was picked up two days afterwards she had then only 10 inches of water in her.

The sixteenth question is, "Was every effort made to ascertain and stop leaks?" We think that every effort was made to ascertain and stop the leaks; seeing, however, that the principal leak appears to have been in the rudder trunk, it would not have been possible to do so whilst the vessel was still at sea.

The seventeenth question is, "Was sufficient cargo jettisoned?" According to the master, they jettisoned 35 to 40 tons, according to the boatswain, from 60 to 80 tons; but whatever it was, it seems to have been sufficient, for it raised the leaky places out of the water, so that during the two days that she remained without any one on board, after she had been abandoned, she only made about 10 inches of water. No doubt if she had encountered bad weather she would have leaked again at the rudder trunk, perhaps as badly as before, and it would have been difficult to have jettisoned a

sufficient quantity of cargo to prevent her doing so. But we have the evidence of the officers of the "Lilian Morris" that she seemed to have a bold side; and Captain Davies, who saw her after she had been brought into Fayal, told us that she presented a very bold side indeed; and that is supported by the documents that have been sent over by the Consul from Fayal.

The eighteenth question which we are asked is, "Could the master have taken the vessel into a port in the Western Islands?" No doubt the master might, as the weather turned out, have taken the vessel into some port in the Western Isles, had he been better acquainted with those islands, or had he had proper charts; but he seems to have thought that there was not any harbour at Fayal. Indeed, seeing that the "Lilian Morris" arrived at Falmouth on the 11th of February, having had leading and favourable winds the whole way, it is quite possible that, had the master and crew stood by her, they might have navigated her safely to England. That she could have been got into port is clear from the fact that the mate and some hands from the "Providence" did shortly afterwards take her into Fayal.

The nineteenth question which we are asked is, "Was the master justified in abandoning the vessel at the time he did?" When the "Lilian Morris" hove in sight, and the crew came aft and said that they would not do any more work, the master does not appear to have made any attempt to induce them to remain by the vessel; he does not even ask the master of the "Lilian Morris" to stand by him and help him to get into some port; on the contrary, he seems to have been as anxious to leave her as the men themselves were. On the whole, we think that the master abandoned the vessel somewhat too hastily, and that he did not make those efforts to save her which might reasonably be expected from the captain of an English vessel. Of course we do not expect that a master should stay by his vessel when all his crew leave him, but he ought to be the last to shew any desire to leave her, and should stick to his vessel as long as there was any hope of saving her.

The twentieth question which we are asked is, "Was the vessel navigated with proper and seamanlike care?" There is nothing to shew that she was not,

The twenty-first question is, "Whether the managing owner or master are in default?" and it is added that "the Board of Trade are of opinion that the master's certificate should be dealt with." In our opinion, both the managing owner and the master are in default. The managing owner is to blame for having

sent the vessel to sea from Newport in the condition in which she appears to have been without having previously had her thoroughly overhauled, and with such a heavy dead weight cargo of iron, and for not having taken steps after receipt of the master's letters informing him of her condition to see that she was not so heavily laden at Coosaw as she had been on the previous voyage. The master is also to blame for having taken in at Coosaw a larger cargo than he thought she could safely carry, and for having shewn too great readiness to abandon his vessel; and the question which we have now to consider is whether we ought to deal with his certificate. Seeing, however, that it was the master's first command, and that he would therefore very naturally be unwilling to do anything that would be distasteful to the managing owner by refusing to take the full amount of cargo contracted for in the charter party, seeing also that although no doubt with such weather as they afterwards had they might have got her safely into port, yet if she had encountered another severe gale she would, in the opinion of the Assessors, have probably gone down, we are disposed to take a lenient view of the case, and we shall not therefore deal with his certificate.

At the conclusion of the inquiry, Mr. Paxton asked that the managing owner should be ordered to pay a sum towards the expenses, the more so as the adjournment had been granted principally for the purposes of the owner. To this it was objected by Mr. Kennedy that the adjournment was necessary owing to the owner having received notice of the inquiry only on the day before it commenced. On the whole it appears to us that the adjournment, although moved for by the owner, has elicited many new facts which were essential to a full inquiry into the circumstances of the case. Seeing too that the owner, although no doubt greatly to blame for having sent his vessel to sea so deeply laden and in so defective a condition, appears to have acted with bona fides, having in July last reduced his insurance on the ship from 1,100l. to 800l., and that he will have to pay his own costs of the inquiry, we shall not condemn him in the costs incurred by the Board of Trade,

(Signed) H. C. ROTHERY,
Wreck Commissioner.

We concur,
(Signed) CUTHBERT VAUX, R.N.R., } Assessors.
T. B. REES,