

(No. 3472.)

“JUPITER.”

The Merchant Shipping Acts, 1854 to 1876.

In the matter of a formal Investigation held at Cardiff on the 31st day of January, and the 1st, 2nd, 3rd, 4th, 6th, 8th, and 10th days of February 1888, before THOMAS WILLIAM LEWIS, Esquire, Stipendiary Magistrate, assisted by Captain RICHARDSON and Captain DRAGE, Nautical Assessors, into the circumstances attending the abandonment of the British sailing ship “JUPITER,” of Cardiff, in latitude 49° 20 N., longitude 9° 22 W. on the 4th January 1888.

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 when the ship left Cardiff she was not in a good and seaworthy condition, and that her abandonment and subsequent loss were due to her springing a leak, and the breakdown of her pumps.

The Court also finds that the master, Richard Jones, was under the influence of drink on and after the 2nd of January, up to the time he was rescued by the Norwegian ship, and that he did not exercise proper skill and care in the navigation of his ship.

The Court also finds that the mate, Thomas Collick, was under the influence of drink when the ship left Cardiff.

For these wrongful acts and defaults the Court suspends the certificate of the master for two years, and that of the mate for six months, and condemns the owner in costs to the extent of 50%.

Dated this 10th day of January 1888.

(Signed) T. W. LEWIS, Judge.

We concur in the above report.

(Signed) Z. B. DRAGE, } Assessors.
GEO. RICHARDSON, }

Annex to the Report.

This case was heard at the Mayor’s Court, Cardiff, on the 31st January, 1st, 2nd, 3rd, 4th, 6th, 8th, and 10th days of February 1888.

Mr. Waldron appeared for the Board of Trade, Mr. Ingledew for the owner, and Mr. Hancock for the master of the ship. The chief mate was present but was not represented by counsel or solicitor. Seventeen witnesses were called and examined on behalf of the Board of Trade.

Mr. Ingledew addressed the Court for the owner, and called five witnesses on his behalf.

Mr. Hancock was heard for the master. One witness as to character was examined by him, and Mr. Waldron replied.

The “Jupiter,” official No. 95,153, registered at the Port of Cardiff, was a sailing ship built of wood and iron at Alblasterdam in Holland, in the year 1865, rigged as a barque, and of 686.25 tons nett registered tonnage. Her dimensions were: length 154.8, breadth 34.7, and depth of hold 20.45. She was owned by Mr. Alexander Milne, of Kinaldie, Aberdeenshire, who was appointed managing owner on the 2nd January 1888.

She was bought by Mr. Milne in Holland in December 1887, for the sum of 830£, was then brought to Cardiff, put into dry dock there to sight bottom, be measured for tonnage and re-marked. She was then repaired but not to any material extent by Mr. Barrett, ship carpenter, the amount expended being about 180£.

The principal work done was the removal of a deck-house from the main deck, and the erection of two deck pumps in place of old ones taken out. As the breakdown of these pumps had a good deal to do with the loss of this vessel, the Court took particular pains to

ascertain the truth about them. Mr. Barrett described them as double-action fly-wheel pumps, patented by Milnes, Glasgow, costing about 40£ when new. They were not new, having been used in another ship for about twelve months, but were said to be in very good condition. There was no evidence to show what Barrett gave for them. He at first said that he had charged the owner 35£, but on being recalled to explain the account, which he stated was a copy of that delivered to the owner, he produced a fresh account relating to the pumps, showing that the amount charged was 30£ 11s. 6d. The actual charge for the pumps themselves without labour and fittings was 12£ only.

The spears were supplied by Barrett, and he states that they were made of the best iron, and were 1½-in. in thickness. No spare spears were supplied. Subsequent events show that this was to say the least an imprudent omission. Mr. Sloggett, Board of Trade surveyor, informed us that it is usual to provide spare spears, but he nevertheless admitted that more ships put to sea without them than with them, and if he thought they had been wanted in this ship he would have ordered them to be supplied.

Mr. George, marine surveyor, who was called by the owner went somewhat further on this point than Mr. Sloggett. He said that spare spears are generally carried, and in new ships it is the invariable practice of the builders to supply them. With regard to the pumps generally, it may be observed that neither of the Board of Trade officers (one of whom, Mr. Bell, was called on behalf of the owner), nor the witnesses called by the owner made a close inspection of them.

The pumps were tested before she left Cardiff, and we are told worked satisfactorily, and they appear to have worked well for a few hours afterwards. Further reference to them will be made later on. The additional work done by Mr. Barrett was as follows:—A sill was put across the ship on the break of the poop, to secure new bulkhead where the after-part of house had been taken from, this work being rendered necessary by the removal of the deck-house. Two 12-in. ventilators with moveable cowls were put in for the ventilation of the hold at the direction of the Board of Trade surveyor. Two bow ports were cut for the purpose of taking in timber, one on the port, the other on the starboard side. These are said by Mr. Barrett to have been properly fitted, caulked, and secured. Her bottom was examined in dry dock by Mr. Barrett, but the only thing done was to make good a small portion of metal which had been chafed by the cables off the stem. The removal of the deck-house and renewing some rotten deck planks, rendered necessary some caulking. This, the removal of a winch, fitting a capstan, and cutting an after-hatch, and other trifles, completed the work done. We are told that general directions to do all that was necessary were given by the owner to Mr. Leslie, his marine superintendent, who it appears left Cardiff on the 20th December, and did not return, leaving the owner’s instructions to do all that was necessary, and the whole responsibility, to Mr. Barrett the shipwright. Mr. Leslie was not present at this inquiry, although it is probable he might have given the Court important information which was not obtainable from Mr. Milne, who had never seen the ship. The skilled witnesses including two officers of the Board of Trade, pronounced the vessel to be apparently in good and seaworthy condition. The Court, however, considers that neither of them made a strict and minute examination. Mr. Sloggett stated that when a ship passes from a foreign flag to British owners, the officers of the Board of Trade consider it incumbent upon them to make a minute examination. But in the present instance, the examination actually made does not appear to the Court to have been of that character.

For instance, not a single sheet of metal was taken off the ship in order to test the butts and seams. This was not done even by the surveyor for the American Record. He was satisfied with the verbal statement of Mr. Leslie that she had been coppered within the last 20 months, and he judged by the appearance of the metal that it had not been at any rate in its place for more than 3 years, under which period, he states, it is not usual to strip off any part of the metal for the purpose of examining a vessel. The want of the conclusive evidence which such a test would have afforded is not,

in our opinion, counterbalanced by the evidence placed before us, which is not the result of a searching and thorough inspection.

We do not wish to reflect upon the conduct of the Board of Trade officers, who told the Court frankly that they went on board the "Jupiter" for certain specific purposes; Mr. Sloggett for the purpose of measuring her for tonnage, re-marking her, and ordinary Board of Trade requirements, and Mr. Bell for the purpose of seeing that the screens of the side-lights were in proper condition.

Mr. Bell was not on board for more than half an hour, and said that it was not his duty to examine the ship carefully.

Reference was made in the course of this inquiry to the state of the decks, some holes round main mast, and to the main hatch tarpauling. There appears to have been 5 bolt holes left open, which were plugged up by the ship's carpenter the day after she left. As the decks seemed to have leaked badly they should have been caulked all over, instead of only in places. The main hatch tarpaulins were too small, and overlapped in the centre of the hatch, where water was found washing under them; an old sail was lashed over them. In mentioning these small defects the Court does not infer that any quantity of water went below from the decks or hatchways, but simply to show the absence of supervision over the repairs.

The vessel loaded at Cardiff a cargo of about 1,050 tons of steam coal, consigned to the Royal Mail Steamship Company at Rio de Janeiro.

Her draught of water on leaving was 20 ft. 6 in. aft and 18 ft. 10 in. forward, and she had a freeboard of 4 ft. 9 in. Her freight of 970l. was half paid in advance, and the remainder was insured by the owner for 500l. He informed the Court that the ship herself was not insured at all.

She was apparently well found in stores and outfit, the exception being that there was no thermometer for testing the temperature of the cargo. She had three boats, viz., a lifeboat, pinnace, and jolly boat, the dimension of which could not be given; they were supplied with oars, and were ample for the accommodation of the crew, but all were stowed bottom up on poop and house, and with no davits on board.

She was ready for sea on the evening of the 31st December, and it appears that the mate and most of the crew went on board drunk. The mate and boatswain admitted that they had been drinking, but said they were able to do their duty. Owing to the condition of the crew two men were hired from the shore to assist in taking the ship out of dock, and were landed at Penarth. All the men, however, were fit for duty the next morning.

The owner informed the Court that no spirits were allowed on board, except what were necessary for medicinal purposes, but the master stated that he found on board, in taking charge at Amsterdam, 6 bottles of gin.

The vessel left Cardiff in tow of a steam tug, and in charge of Pilot Brooks, at 7 p.m. on Saturday the 31st December, with a crew of 14 hands all told (and one stowaway,) under the command of Mr. Richard Jones, whose certificate of competency was numbered 12,991, and dated October 1869. The weather was fine, with a light wind from the S.E. The tug cast off and the pilot left the ship at 4 a.m. on Sunday the 1st January. Sail was made on the ship, and she stood out to the westward, ship making a little water, and being pumped out every 4 hours.

Nothing of importance happened until 7 p.m. on Sunday, when the spear of the starboard pump bent, this was reported to the master, who ordered the carpenter to straighten it, which he did on Monday morning, but he found that, owing to its being too long, it was impossible to connect it to the shaft, and from this time they had to depend on the port pump only.

On Monday the 2nd, the water increased as the wind freshened, but not to any extent until Tuesday evening, when it was found that the port pump would not keep the ship dry, the water having increased from 20 inches at 8 a.m. to 2 ft. at midnight. The wind had now increased to a moderate gale with considerable sea, the ship labouring heavily, and shipping a good deal of water over all, some of which was noticed by the mate, leaking through decks, main hatch, and covering board. The bow port was also leaking. The weather appears to have been at its worst on Wednesday morning, sail had been shortened, and the ship hove-to at 2 a.m., wind S. by W., ship heading to westward. At 4.20 the

steward and mate went again below and reported 2 ft. 9 in. in the hold.

At 5 a.m. square foresail was set, and the ship kept away for Queenstown, all hands remaining at the pump, but the water increasing all the time.

At 4 p.m. the lifeboat was hoisted out with one man in her, and towed astern. At 6 p.m. the water had increased to 7 ft. 8 in., and at about 8 the spear of the port pump broke. Signals of distress were made with rockets, the boat hauled up alongside, and at 9, finding 10 ft. 8 in. water in the hold, all hands got into the boat and remained under the lee of the ship, until they were picked up some 4 hours later, by a Norwegian vessel, from which they were soon afterwards transferred to a Cork pilot boat, and landed at Queenstown. When they had been in the boat about half an hour, the ship was observed to be on fire, the smoke coming up the cabin skylight, and the ship soon becoming enveloped in flames. The mizen mast was seen to fall over the side, and the vessel was lost sight of as they sailed away from her in the Norwegian vessel. The captain and steward were the two last men in the cabin, they state that they left two hanging lamps, and a small lamp on the cabin table, burning. With regard to the charge of drunkenness made against the master, it is to be observed that with the exception of the mate and steward, all the crew allege most positively that the master was under the influence of drink, more or less, from the time they left Lundy Island, until the ship was abandoned, and the Court is of opinion that this evidence is corroborated by the singular want of energy and intelligence shewn by the captain, in not going below himself to examine the ship, and in taking no measures to get the ship back to port, when the starboard pump broke down.

At the close of the evidence Mr. Waldron submitted the following questions to the Court, and stated that the Board of Trade were of opinion that the certificates of the master and mate should be dealt with. He also asked that, if the Court should be of opinion that the ship was sent to sea in an unseaworthy condition, that the owner should be condemned in the costs of this inquiry:—

1. Whether the vessel was properly and sufficiently examined, and properly repaired at Cardiff in December last, and whether her deck was properly caulked?
2. Whether, when she left that port on the 31st of that month, she was in all respects in good and seaworthy condition, and whether pumps were sufficient and in good order?
3. Whether she was overladen?
4. Whether the master, mate, and boatswain were then under the influence of drink?
5. What was the cause of the vessel making so much water on the afternoon of the 2nd January and thereafter?
6. Whether every possible effort was made to ascertain the cause of the leak, and to repair the damage?
7. What was the cause of the starboard pump breaking down, and whether proper measures were taken to repair it?
8. Whether, when it was found that the water was gaining on the pumps, proper measures were taken to navigate the vessel to the nearest port?
9. Whether every possible effort was made to save the vessel?
10. Whether, on and after the 2nd January, the master was in a state of intoxication?
11. Whether she was navigated with proper and seamanlike care?
12. Whether she was prematurely abandoned?
13. What was the cause of the fire, or by whom was she set on fire?
14. Whether the master and mate are, or either of them is, in default?
15. What was the cost of the vessel to her owner?
16. What was her value when she left Cardiff?
17. What were the insurances effected, and how were they apportioned?

The following answers were given to the foregoing questions:—

1. The vessel was surveyed by Messrs. Sloggett and Bell, Board of Trade surveyors, was docked to sight bottom, and measured for tonnage, the figures were changed on stem and stern, and she was fitted with Board of Trade requirements as to ventilators, side lights, side-light screens, crew's privy, &c. She was also examined by Mr. George, marine surveyor, and pronounced by him, as well as the above named gentle-

men, to be a good vessel, was not examined to examine bottom, was no satisfaction, stripped, caulked, prepared to say, paired at Cardiff, evidence that opinion that the instead of in p

2. The survey was in good a That she was r that she began that at Lundy gradually incr freshened, and sixty hours from violence. The evidence was g been in use on ever, inclined t had been, and but as they bro were put in use fitted and insur

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men, to be a good and seaworthy ship, but as her bottom was not examined minutely, or any copper removed to examine butts and seams, and as, moreover, there was no satisfactory evidence as to when she was last stripped, caulked, and re-metalled, the Court is not prepared to say that she was properly examined and repaired at Cardiff in December last. There is ample evidence that the decks leaked badly, and we are of opinion that they ought to have been caulked all over, instead of in places only.

2. The surveyor's evidence goes to show that the ship was in good and seaworthy condition when she left. That she was not so, in fact, is proved by the evidence that she began to leak almost as soon as she was moved, that at Lundy Island she was making water, which gradually increased as she got to sea and the wind freshened, and eventually sprang a serious leak only sixty hours from port in an ordinary gale of no special violence. The pumps were second-hand ones, and no evidence was given of their age, or how long they had been in use on board another ship. The Court is, however, inclined to think that they were sufficient if they had been, and had remained in, good working order, but as they broke down almost immediately after they were put in use, we are of opinion that they were badly fitted and insufficiently examined and tested.

3. She was not overladen.

4. The mate and boatswain admit having been under the influence of drink on leaving the dock, but it was not proved that the master was in that condition.

5. The wind and sea increasing, and the ship beginning to labour and strain and shipping water over all, some of which got below from the main hatch, deck, and covering board, in addition to an increasing leak in some other part of the ship under water.

6. No proper efforts were made by the master to ascertain the cause or whereabouts of the leak. He did not think it necessary to go down to examine the hold himself. The mate and steward were sent below to sound pumps and endeavour to find the leak, and they reported water coming in from main hatches, deck,

covering board, and bow port. There is no evidence that any sufficient effort was made to repair what damage was found.

7. The Court is at a loss to understand, and there is no evidence to show, how the starboard spear was bent so soon after it was used. It was straightened by the carpenter on the following day, but was found too long to be connected.

8 and 9. No measures were taken to navigate the vessel to the nearest port until between 4 and 5 a.m. on the 4th January, when it was too late. It was clearly the master's duty, having an old ship commencing to leak, and having no spare pumpspears on board, to have run the ship for the nearest port when the starboard spear broke down.

10. The master, in the opinion of the Court, was under the influence of drink on and after the 2nd January.

11. She was not navigated with proper and seaman-like care.

12. Considering that the vessel had over 10 ft. of water in her hold, which was increasing every moment, and had no pumps in working order, we think that she was not prematurely abandoned.

13. There is no evidence to justify any definite conclusion as to the cause of the fire or by whom the vessel was set on fire. Whether it originated in the fall of the lighted lamp left in the cabin by the steward, or otherwise, cannot be satisfactorily determined.

14. The master and mate are both in default.

15. The cost to her owner was 830%.

16. Basing our estimate on the statement of the owner we say about 1,000%.

17. Half the freight being advanced before sailing, the other half was insured for 500%. The vessel herself is said by the owner to have been uninsured.

(Signed) T. W. LEWIS.
Z. B. DRAGE.
GEO. RICHARDSON.