

(No. 4293.)

"INDIANA."

The Merchant Shipping Acts, 1854 to 1887.

In the matter of a formal Investigation held at Westminster Town Hall on the 13th and 18th days of April 1891, before R. H. B. MARSHAM, Esquire, assisted by Captains RONALDSON and CUNINGHAME, into the circumstances attending the abandonment of the British sailing ship "INDIANA," of Liverpool, off Scilly, on the 18th of March 1891.

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 "Indiana" sprang a leak through rolling in a heavy sea, the cargo not being properly stowed; that she was abandoned with between 4 and 5 feet of water in her, there being no reasonable prospect of her reaching the land; that she caught fire shortly after the abandonment, and foundered some few hours subsequently. The Court finds neither the master nor the mate in default for the abandonment.

Dated this 24th day of April 1891.

(Signed) R. H. B. MARSHAM, Judge.

We concur in the above report.

(Signed) A. RONALDSON,
AND W. CUNINGHAME, } Assessors.*Annex to the Report.*

This inquiry was heard at Westminster Town Hall on the 13th and 18th of April 1891, when Mr. Danckwartz and Lord Robert Cecil appeared for the Board of Trade, and Mr. Laing, and subsequently Mr. Butler Aspinall, for the master and the owners.

The "Indiana," official number 68,628, was a three-masted brigantine, built of wood at Southwick, in the county of Durham, in 1873.

She was registered at the port of Liverpool, her gross tonnage being 300.49, and her net tonnage 288.73 tons.

Her dimensions were as follow:—length, 130.15 ft.; breadth, 26.75 ft.; and depth of hold, 12.95 ft.

The "Indiana" was formerly owned by Mr. William Collins Jarvis, a shipowner and ship-chandler, of Liverpool, who informed the Court that he bought her in 1884 for 1,325*l.*, when her class of A 1 at Lloyd's for eleven years having expired, he had her re-classed A 1 for seven years more, at a cost of about 600*l.*, which class he stated that in April 1890 he had had continued for a further four years, at a cost of 320*l.*

After the last-mentioned date the "Indiana" made a voyage to the Brazils with coals, and when discharging her homeward cargo in London in February last she was purchased for 1,500*l.* by Mr. Gregory Seymour Norris, a master mariner, holding a New Zealand certificate, on behalf of himself and two friends in New Zealand.

Mr. Norris had come to England for the express purpose of buying a suitable vessel for the coasting trade of New Zealand, and he stated that he had carefully examined her, and had found her in splendid order as regard the hull and masts; but that, she having run completely bare, he had to provide her with new mizen rigging, and new sails and ropes.

In addition to this, new combings were put to the main hatch; the butts and pumps were overhauled; her lifeboat was fitted with tanks; and she was supplied with new life belts in compliance with the Act of Parliament. Mr. Norris also stated that he fitted her up with extra stores, on account of these being cheaper here than in New Zealand; and that the total expense of her outfit and stores was about 900*l.*

She was insured for 1,000*l.*, and the portion of her freight payable abroad was also insured.

The "Indiana" was chartered to load a cargo equal to 425 tons dead weight for East London, by Messrs. Houlder Brothers, of London, for a lump sum of 680*l.*; and her cargo consisted of 50 tons of coal, a quantity of corrugated sheet iron, drums of oil and paint, sulphur in casks and cases, some iron tanks, and a large number of iron pots.

The vessel was loaded down to her Plimsoll mark, but she was only two-thirds full, the cargo not reaching the main hatch by some four or five feet.

Mr. Frans Oskar Melander, who holds a certificate of competency, No. 020,754, was engaged by Mr. Norris to act as mate whilst the vessel was in port, and as master when at sea.

She left London under his charge on the 11th of March, her draught being 13 ft. 6 in. aft, and 12 ft. 7 in. forward, and with a crew of 8 hands all told.

Mr. Norris went out in her as a passenger.

She was towed to the Downs, and at Dover the pilot left her.

It was then blowing hard from the eastward, and she rolled very heavily.

Soon afterwards the wind moderated; but on the 15th it blew hard from the S.W., and the weather looking threatening, she was put into Portland Roads, where further stores were procured.

On the 17th at 7 a.m. they left Portland, the wind being easterly, and proceeded down Channel, the pumps being carefully attended to every two hours.

About noon of the 18th the wind was about E.N.E., a moderate breeze; a heavy cross sea was on, the ship was rolling heavily, and taking seas over the waist on both sides. At this time the pumps gave a rolling suck.

At 2 p.m. the master, who was in his cabin, discovered water rushing into his berth, and upon going on deck and looking down the companion on the after hatch, he saw about 3 or 4 inches of water on the half deck. All hands were called and the pumps were kept going.

The master, the mate, and Mr. Norris, then went down, and they heard the water coming in on the port side, just abaft the main rigging, about 4 ft. down.

The cargo being stowed above the spot, it was impossible to get at the leak, which appeared rapidly to increase.

The pumps were unable to keep the water under, and the vessel, which was making about 3 knots through the water, was put on the port tack for about an hour, and the mainsail reefed and set.

A consultation was held with the crew, who agreed to try to work the ship into port, unless they previously met a vessel to take them off.

The "Indiana" was then put on the starboard tack with the intention of making, if possible, for Scilly, which bore about N. by E., distant, it was then estimated, 50 miles, but actually distant 32 miles.

At 5 p.m. a vessel was sighted which proved to be the "Grijalva," of Liverpool, bound to the west coast of Africa.

Signals of distress were made, and the "Grijalva" bore down to the "Indiana," in which at this time there were about 30 inches of water.

The boat was got out, and the mate and four hands got in her.

When alongside the "Grijalva," the boat got stove in, and the "Grijalva" then put out her own boat, which made two journeys to the "Indiana," and brought the remainder of the crew off.

About 9 p.m. she was abandoned, when having about 50 inches of water in her.

The mate had gone back to the "Indiana" in the "Grijalva's" boat, and he was the last man on the ship, having gone on board from the boat which was then about to push off, to look for a dog, but he did not go below.

Just as the "Grijalva's" boat was leaving the "Indiana" for the last time, an explosion was heard to take place in the cabin of the latter, and presently flames were seen issuing from the doorway towards the main deck.

The "Indiana" continued to burn all night, and about 10 a.m. on the 19th, the "Grijalva" having remained in the vicinity all the time, she was seen to founder.

The cause of the fire was not clearly disclosed by the evidence, but though the circumstances at first sight seemed to awake suspicion, yet the Court has come to the conclusion that there is no ground for thinking that the vessel was wilfully set on fire.

It was proved that when the vessel was abandoned there was a fire burning in the cabin stove, and that the cabin lamps were also alight; and the steward stated that, in the hurry and excitement of leaving the vessel, he neglected to extinguish a lighted candle which he had been using in the store-room, as also a portable kerosine lamp he had set down on a ledge in the mate's cabin while securing some of the latter's effects.

There is reasonable ground for supposing that the lamp and candle were upset in the heavy rolling of the vessel, and that, as the stock of kerosine oil was kept in the mate's cabin in a tank which leaked from the tap, thus saturating the floor with oil, the flame came into contact with the oil, and so obtained a hold of the vessel.

The crew were eventually taken off by a pilot cutter and landed at Scilly.

These were the facts of the case, and on the conclusion of the evidence, Lord Robert Cecil, on behalf of the Board of Trade, put to the Court the following questions:—

1. Whether, when the vessel left London, she was in all respects in good and seaworthy condition? Were her pumps in working order and sufficient for the voyage? And was the cargo a proper one, and properly stowed?
2. Whether, when the vessel left Portland on the 17th March last, she was in all respects in good and seaworthy condition?
3. What was the cause of the vessel making water on the 18th March?
4. Whether every possible effort was made to ascertain the position of, and to stop the leak?
5. Whether every possible effort was made by the master and mate to keep the water under, and to navigate the vessel into a port?
6. Whether she was prematurely abandoned?
7. Whether the vessel and freight were fully, or under, or over assured?

8. What was the cause of the fire which subsequently broke out on board the vessel?

9. Whether the master and mate, or either of them, is in default?

And stated that in the opinion of the Board of Trade the certificate of the master should be dealt with.

The Court then gave judgment as follows:—

1. When the vessel left London, she was in all respects in a good and seaworthy condition. Her pumps were in working order and sufficient for the voyage. The cargo would have been a proper one had it been properly stowed, but the Court thinks that, considering the mode of stowage, there was an undue proportion of dead weight.

2. When the vessel left Portland on the 17th March last, she was in all respects in a good and seaworthy condition.

3. The vessel strained badly owing to her excessive rolling in running before the wind in a heavy cross sea on the 18th March, which caused her to leak.

4. Every possible effort was made to ascertain the position and to stop the leak.

5. The Court thinks that every possible effort was made by the captain and the crew to keep the water under and to get the vessel into a port.

6. She was not prematurely abandoned.

7. The ship and freight appear not to have been over-insured.

8. On the evidence placed before it, the Court is unable to determine what was the cause of the fire; but at the time of the crew leaving the vessel there were four lamps and a naked candle burning in the cabins, and also a fire in the cabin stove. Any one of the lights might have been upset by the heavy rolling of the vessel, thereby causing the fire.

9. Neither the master nor the mate is in default.

(Signed) R. H. B. MARSHAM, Judge.

We concur.

(Signed) A. RONALDSON,
ANDW. CUNINGHAME, } Assessors.

"INDORE"

REPORT of a Commission under the provisions of the Act V. of 1852, at the instance of the Government of the Province of Liverpool, and the Board of the "C" Royapore, the "CAL"

This is an inquiry into the cause of the collision between the "Indore" and the "Clive" on the 9.30 a.m. on the 17th March last. She reached the tide was near low. She crossed the Reach. The "Indore," of 1,000 tons, was about half past 12. She was faster than the "Clive." The "Indore" and the "Clive" were mentioned to the "Indore" that Mr. Wells and he was all get abreast of the "Ellora" was a m slightest change and that he was down just abreast of the witnesses that for one vessel place. The vessels to pass have passed the "Callirhoe" was going on necessary for at some stage pore Reach "Callirhoe" perfect safety occurred when Captain Arden said nothing to him. Captain Arden repeating that he says he he was well Mr. Wells Captain Arden swear that thought of tion, but he gave a chance called out to out "What and that he