

(No. 4268.)

## "JANE BROWN."

The Merchant Shipping Acts, 1854 to 1887.

In the matter of a formal Investigation held at the Town Hall, Hull, on the 31st of March last, and on the 1st, 2nd, 3rd and 6th days of April instant, before E. C. Twiss, Esquire, Stipendiary Magistrate, assisted by Captain WARD and Captain CUNINGHAME, into the circumstances attending the stranding of the British sailing ship "JANE BROWN," of Aberdeen, in Barahona Harbour, San Domingo, on the 2nd day of January last.

*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 loss of the said vessel was due to her having struck upon a reef whilst swinging to her anchor in Barahona Harbour on the 15th of December last, causing her to make so much water that on the 2nd of January the crew were able no longer to keep it under, when, to prevent her sinking in deep water, she was run over a reef, upon which she struck, into three fathoms of water, where she sank at her anchor.

The Court finds the master, Wade Stedmans, gravely in default, and suspends his certificate of competency as master, No. 31,675, for eighteen calendar months from this date.

Dated this 6th day of April 1891.

(Signed) E. C. Twiss, Judge.

We concur in the above report.

(Signed) C. Y. WARD,  
ANDW. CUNINGHAME, } Assessors.*Annex to the Report.*

This inquiry was held at the Town Hall, Hull, when Mr. Saxelbye represented the Board of Trade, whilst Mr. Rollit appeared on behalf of the master and Mr. A. M. Jackson on behalf of the owner. The acting mate was also a party to the inquiry and appeared in person, but was not professionally represented. Mr. F. N. R. Laing, barrister-at-law, asked that the underwriters of the ship and freight, for whom he appeared, might be made a party to the inquiry, and Mr. Lauriston Batten, barrister-at-law, made a similar request on behalf of the North China Insurance Company, and they were respectively allowed to become parties to the inquiry.

The "Jane Brown," official number 49,755, was a brig-rigged sailing vessel, built of wood at North Hylton, near Sunderland, in 1865, and she was owned and managed by Mr. Walter Henry Smith, of Goole.

Her dimensions were: Length 107'8ft., breadth 26'7ft., and depth of hold 16'5ft., and her tonnage 313'38 tons nett register. Aberdeen was her port of registry.

The "Jane Brown" was purchased by her late owner in July 1890 from a Mr. Pedersen, and prior to that she had been sailing under the Norwegian flag. Mr. Smith informed us that in one way or another he estimated the amount of purchase money at about 900*l*. Immediately after the purchase she was placed in dry dock at Aberdeen, and was surveyed and re-measured for the purpose of being registered under the British flag, and we were told that about 100*l*. was spent upon her in carrying out the requirements of the Board of Trade. Mr. Wilkins, Shipwright Surveyor to the Board of Trade at Aberdeen, was called, and informed the Court that on the 10th of July 1890 he examined her when in dry dock for the purpose of fixing her draught of water marks, and that he inspected her bottom. He found, he said, the forefoot wormed to the depth of about 4 in., the metal having been chafed off by the cable; but that the wormed wood was all cut out until the sound wood was reached, and that proper repairs were effected. In all about 3 ft. in length of the keel

was cut out, a graving piece put in, and re-metalled. He further stated that he found the bottom of the ship all sound, so far as he could tell, with the metal on, and that there was no evidence of weakness anywhere.

It may here be stated that in August 1889 the "Jane Brown" was surveyed at Goole by Monsieur Jules August Fourny, of Hull, who has been for 23 years surveyor to the Bureau Veritas, and prior to that 10 years sub-agent, and who has had 43 years experience as ship surveyor. He described the very careful and minute survey he made of her, and informed the Court that for a vessel of her age she was in first-rate order, except her deck, which was afterwards repaired. The repairs, which were executed under his personal supervision, cost about 300*l*., and when the repairs were completed he gave her a class of A I I for two years in the Bureau Veritas.

He stated that he would have classed her for four years had it not been for the condition of some part of the deck, but that when he classed her for two years there was a provision that it should be extended to four years in the event of the deck being renewed in the meantime. He informed us that the vessel was salted thoroughly throughout, and that having regard to the manner in which she was salted, it was impossible in his opinion for her to rot, that "wear she might, but not rot." Mr. Richard Pigott, shipwright, of Goole, was also called and examined, and told us that he carried out the repairs already referred to. According to his evidence the hull of the vessel was then perfectly good, and that the outside was dubbed bright, and that in his judgment she could not possibly rot within 18 months from that date. All the beams and keelson were carefully bored, and the borings turned out perfectly clean, whilst the vessel was thoroughly re-fastened, re-caulked and re-metalled.

The "Jane Brown" left Grangemouth on the 27th of July last with a cargo of 460 tons of coal, bound for Barbadoes. She was under the command of Mr. Wade Stedmans, who held a certificate of competency as master, number 31,675, and bearing date September 29th 1869, with a crew of nine hands all told. Her draught of water on leaving was 15 ft. forward and 15 ft. 10 in. aft. She was fitted with two fly-wheel pumps, which the master stated were in good condition.

The vessel experienced a fine passage out, but shortly after passing the Bell Rock the captain stated she began to make water, it requiring, we were told, spells of about 15 minutes at the pumps every four hours to keep her free throughout the passage. The log book, however, does not corroborate this statement. It was noticed that the water was finding its ingress at the stem, but it could not be ascertained precisely whereabouts it was.

The vessel reached Barbadoes on the 13th of August, and as soon as the cargo had been discharged, the master sought the assistance of one of the best shipwrights in the port, and two men were sent down to examine the vessel, and they examined her inside and out, but chiefly outside, fore and aft.

Commencing at the stem they discovered a three-quarter of an inch auger hole through the apron piece and the stem, which had not been filled up, and both shipwrights and master were of opinion that it was here where the vessel had made water during the voyage out. This hole was properly secured. Caulking was done where necessary. A small graving piece was put on a plank which was found to be slightly defective near the stern, and this completed all necessary repairs to the vessel.

On the 10th of October the "Jane Brown" left Barbadoes in ballast for Barahona, arriving there on the 15th. The passage was fine and the vessel throughout made no water whatever.

Having received orders, the master left Barahona about 5 p.m. on the 17th for Petit Trou, which was duly reached at 10 a.m. on the 19th.

The vessel was here moored in the roadstead, with 95 fathoms on the port anchor and 85 fathoms on the starboard, and steadied by a warp from the stern to the shore.

Some cargo having been taken in, the ballast was discharged, and cargo of mahogany, satin wood, and lignum vitæ was then taken in, until the vessel was

loaded down to about 13 ft. 6 in. On the 19th of November the vessel left Petit Trou for Barahona, and it was admitted on all hands that, on leaving, she experienced very rough weather. It was stated that she had to be "thrashed" out of the roadstead, and strained herself considerably, and made a great deal of water, in fact, to such an extent that it required three hours continuous pumping the first night they left to free her. On the day following, however, she seems, according to the evidence, to have made only about the same amount of water that she had made on her voyage from Grangemouth to Barbadoes. Barahona was reached on the 20th, and on the 24th the vessel started for Punta Palmas to complete loading, where she arrived the same day. In this roadstead vessels are exposed to a heavy swell, and it is stated that the "Jane Brown" rolled very much, and that the lighters frequently bumped against her, but it does not appear that she sustained any damage in consequence.

On the 3rd of December the "Jane Brown" left Punta Palmas again for Barahona, arriving there the same day, and having taken in one boat-load of lignum vitæ, her loading was completed, her draught of water being 14 ft. 6 in. forward, and 15 ft. 3 in. aft.

It may here be mentioned that the master had been ordered to leave space for a hogshead of copper, but that on his return to Barahona the lignum vitæ was sent on board instead, and that there was no explanation as to why this alteration was made. The vessel lay after this at Barahona for two or three days, for the purpose of getting fresh water on board, being in all other respects ready for sea.

The crew were to a man expecting and ready to proceed to sea at once, when, on or about the 5th of December, the master sent for his acting mate, and asked him "what the men thought about going to sea in the vessel?" and subsequently he told the mate to speak to the men on the subject, and see what they had to say, as "he had heard a great deal of growling on board the ship," and if they had anything to say he wanted them to say it before he left, adding that "when he started he meant to go to England." The mate delivered this message to the men, and, in pursuance of it, they all came aft the same evening and had an interview with the master.

The purport of their conversation was that they were all perfectly ready to proceed to sea if the master would promise, if necessary, to put into a port.

The master, however, seems to have expressed in the strongest terms that he did not intend to go into port unless absolutely necessary.

The spokesman for the men then said, "he (the master) might be made to go into port," upon which the master replied, "They'd have to go over his dead body."

The crew were somewhat "shaken" by this as one of the witnesses stated, and then it was that a survey was demanded by the men. The following morning the harbour master, Mr. Mota, one of the shippers, and another man, came on board and examined the pumps, when it was found that the vessel had made 19½ inches of water in the preceding 24 hours.

The master then made in the official log the following entry:—

December 6th 1890.

9 a.m., Barahona.—This is to certify that we the undersigned request or demand a survey to be held on this ship, as we consider that she is making (sic) water, and in an unfit state to proceed to Liverpool.

The men demurred to the words "too much" water, saying that the vessel was not making "too much" water, and at their request the words were erased by the master, and the entry was then signed by the men and witnessed by the harbour master. After the harbour master and others had left the vessel the master asked the crew if they were willing to take the vessel to San Domingo for the survey, and they unanimously agreed that they were, and instructions were given to the acting mate to get the vessel ready to sail the following morning, and this order was carried out. In the course of the afternoon, however, the master went ashore and returned again at about 4 p.m. with a pilot, and at once proceeded to move the vessel into the inner harbour, but, owing to the wind being scant, he was unable to take up the berth he intended to, the master telling the mate that he was himself going to San Domingo to see the Consul, but that he was not going to take the ship there.

The master informed the Court that his change of plan was due to the harbour master having told him

that his ship was safer at Barahona, than at San Domingo.

The next day the master proceeded to San Domingo, and there noted a protest, saw H.B.M. Vice-Consul, obtained an order for survey, and returned to Barahona on the 13th of December. On the morning of the 15th the master, without the assistance of a pilot, moved his vessel from her anchorage, seeing that, as he stated, she was lying too near a reef, but it may be observed that she had been lying there in perfect safety since the afternoon of the 6th.

About 9 a.m. the same morning the four surveyors who had been appointed, namely, Mr. Michel, the harbour master at Barahona, Captain Pedro Fazio, H. S. Chapman, and William A. Dalvey, came on board and surveyed the vessel, and the report of their survey was that the vessel was in parts rotten and totally unseaworthy.

The harbour master appears to have taken no part in the survey at all, whilst the remaining three, accompanied by the acting mate, went down to the fore peak forward for a short time, and examined the deck beams, and subsequently went down aft through the lazarette, where they examined the facing piece of the stern post and the rudder trunk.

According to the evidence of the acting mate, the captain of the Italian barque was provided with a knife of about four inches in length, which he, the mate, saw buried up to the hilt in several places in the facing piece of the stern post, and that a small rod was pushed right through one of the planks near the stern—with regard to this, the weight of evidence went to show that it was forced, if at all, through one of the seams and not through the plank itself.

The acting mate also stated that the water was coming in on all sides round her stern post. It may here be observed, that just prior to the survey, it took two spells a day at the pumps of about 30 or 40 minutes to free the vessel. The duration of the survey has varied, according to the witnesses, from a quarter of an hour to fifty minutes; but one thing is perfectly clear, namely, that the surveyors have neither the time nor the opportunities for making a proper survey in any shape or way.

It may here be noted that in the course of this inquiry the report of the survey was read to the master as well as the acting mate, who was with the surveyors from first to last, and they stated that in many particulars the report was incorrect and untrue.

Whilst the surveyors were on board, but, according to the evidence, after the survey, the vessel, in swinging to her cable, struck on a reef several times heavily, and was then shifted again as soon as possible; but it is abundantly clear that she sustained much damage therefrom, as she leaked afterwards considerably more than before.

The day after the survey the master asked the crew if they were willing to take the vessel to Jamaica or Bermudas, but in the face of the surveyors' report they all declined to do so, and thereupon the master started for San Domingo, to report the result of the survey and to communicate with his owner.

Prior to the survey, the master had cabled, on the 10th of December, to the owner, as follows:—"Ship Barahona, loaded; ship making water; crew demand survey; please send instructions."

On the same date the owner replied, "Act as you consider best; if it is possible proceed; if you consider it necessary put into Bermudas." On the 19th of December the master cabled the following:—"Have held survey; vessel not able to proceed; has been condemned as not seaworthy; cannot be repaired here; both cargo and vessel will be sold by auction; wait further instructions."

Upon receipt of this, Mr. Smith, the owner, went at once and saw the underwriters in London of ship and cargo, and on the 22nd of December cabled as follows:—

"Underwriters repudiate liability; telegraph me by what authority ship and cargo will be sold by auction. Stop sales until further orders; watch the interest of ship and cargo. Note protest." This telegram was crossed by one from the master to this effect—"Waiting instructions before further action. Shall I sell? Please send instructions forthwith."

On the 23rd of December the owner received the following:—

"Surveyors appointed by consul. Not yet sold. Waiting instructions before further action. Please avoid delay. I think sales cannot be avoided." To which the owner replied on the same date—

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"You must abandon cargo at shippers' risk. Arrango with the consul. Sell vessel by auction. You must be certain. Surveyor's reports. Protests in order. Claim on insurance. I cannot too strongly urge the matter upon you." On the 25th of December the owner despatched the following:—"I am partly insured with Lloyd's & Co., 800*l.* I can insist upon payment if surveyor's report. Repairs will cost more than the property is worth, with expenses. Watch my interests. Do not sell the cargo."

To this a reply was received on the 27th of December. Surveyor's report in very good order. Cargo must be sold. Bills of lading in hands of shippers who are protesting against delay." On the same date the owner cabled, "Do not sell on any account until further advice. The liabilities are very heavy. Telegraph me immediately what was the cause of damage. Do not sell the cargo. Serious consequences may arise." To this the master replied on the 28th. "Straining and natural decay. Ship in a very bad state. Prompt action required." Upon this the owner went to Manchester, and laid the matter before the charterers, and on the 29th of December cabled as follows:—"We are chartering vessel. Barbadoes to load with top part of cargo. How much cargo do you expect requires unloading? Bring home in ballast. Wire immediately." On or about the 30th the owner cabled, "If there is any risk to keep the ship short time until secure another vessel to carry on the cargo. Discharge as speedily as possible. Store the goods on account of whom it may concern. You must adhere to orders. It is very serious. The liabilities are very heavy. Imprisonment."

To this the master replied on the 31st:—"Vessel cannot be brought home in ballast, must be sold. Must discharge all cargo, if cargo cannot be sold. I am entirely without money. Expenses will be very heavy. Please explain how expenses are to be paid. Four hundred dollars already spent. Cannot land the cargo in this forlorn place."

On the receipt of this, the owner wrote to Lloyd's for assistance, and put himself in communication with the Foreign Office, and on the 1st of January the Foreign Office cabled to H.B.M. consul at San Domingo, but a copy of this cablegram was not produced in the course of this Inquiry.

On the 5th of January the following reply was received from the consul:—"Suspensions in case ship 'Jane Brown' unfounded. Survey demanded by crew and ordered by me by master's request. Report made by two foreign shipmasters and foreign carpenter. Ship declared unseaworthy and unable to proceed, repairs cannot be done, Barahona. Surveyors advise cargo to be sold on account of heavy expenses for discharge. Master, by my advice, cabled fully, and has not, and will not, take further action on sales until instructed. Master has been here a fortnight waiting instructions. Barahona three days distant." On the 6th of January the owner received the following from the master:—

"Ship has been beached to prevent her sinking, is now lying on the shore full of water; shall I sell ship and cargo at once? will soon break up.—Reply." On the same date the owner replied:—"Do your utmost, save cargo; you cannot sell as you wish. Underwriters telegraph orders direct to their agent, already appointed."

On the 19th of January the master cabled:—"Have been to wreck, three feet under water amidst ships. Stinks bad. Nobody will save cargo; second survey, the surveyors advised cargo to be sold or all will be lost. All crew here—instruct."

To this the owner replied:—"Pay the crew off if you cannot save ship. Come home immediately."

With this message the communications ceased. To return to the vessel. After the master had left her for San Domingo to report the survey, the water in the vessel seems to have steadily increased, the pumps having to be attended to repeatedly, and the spells at the pumps becoming of necessity longer day by day. On the early morning of the 2nd of January, the crew, after long pumping, were unable to make the pumps suck and had to desist, and on resuming work at 7 a.m. they found about five feet of water in the hold.

The pumping was then continued until 10 a.m., when, the men becoming exhausted, the acting mate in whose charge the vessel was went on shore and consulted the harbour master. The harbour master pointed out that the vessel could not be allowed to sink where she was then lying, and he sent off a pilot with the mate. As

soon as they got on board the vessel the pilot took charge. Sail was set, the anchor was slipped, and the vessel headed for the shore; she took the ground on a bank, and, after bumping for a space of about two hours, she passed over, and an anchor was let go in 18 feet of water, where she eventually sank. The acting mate despatched a letter to the master, who was still at San Domingo, reporting the circumstance; and he, upon receipt of the same, applied to the vice-consul to appoint a second survey.

The order was made, and the master returned to Barahona on the 9th of January, a survey was held on the 12th, and the surveyors reported the vessel to be "in a very bad condition, and entirely rotten," and recommended that she and her cargo should both be sold.

At the time the survey was made the vessel was submerged with the exception of the top of the deck-house, and it was from there that the surveyors formed their opinion as to the condition of the ship. A quantity of stores, boats, sails, &c., were taken ashore and placed on two small coasters, and conveyed to San Domingo, where they were subsequently sold by auction, together with the vessel and cargo.

The vessel realized about 80*l.*, the cargo 260*l.*, and the boats and sails about 16*l.* We are informed by the master that, to the best of his belief, the cargo, which was worth about 3,000*l.*, was bought in by some one on behalf of the shippers. The sales were by public auction, and duly advertised by the consul at the request of master. It is to be noticed that the master in extending his protest makes no reference to the fact that the vessel had struck upon a reef on the morning of the day when the first survey was held, nor is there any reference to it in the log-book; and, moreover, the acting mate has stated that the master requested him to say nothing about it.

Upon arriving at San Domingo the crew were paid off, and they, with the master, subsequently left for England in the mail packet "Dee," but three of them landed and remained at Jamaica.

It would appear that the certified mate, who left Grangemouth in the vessel, was, upon his arrival at Barbadoes, committed to prison for the term of twelve weeks with hard labour for having assaulted the master upon the passage out, and the boatswain was promoted to his place, and another able seaman engaged to complete the complement.

These were the facts of the case as elicited from the various witnesses, and, at the conclusion of their evidence, Mr. Saxelbye submitted the following questions, upon which the Board of Trade desired the opinion of the Court:—

1. Whether when the vessel last left the United Kingdom she was in all respects in good and seaworthy condition?
2. Whether her pumps were sufficient and in good order?
3. Whether she was properly overhauled and sufficiently repaired at Barbadoes, and whether she left that port in good and seaworthy condition?
4. Whether the vessel sustained damage from time to time whilst taking in her cargo at Barahona, Petit Trou, and Punta Palmas?
5. What were the circumstances in which the crew demanded a survey of the vessel at Barahona on or about the 6th December last? Was such survey performed by competent persons? Was it a thorough survey, and was it such as to justify the surveyors in condemning the ship?
6. Whether, having regard to the nature of such survey held and to the qualification of the persons holding it, the master was justified in assuming that the vessel was unseaworthy, and did he accurately convey to the owner the condition of the ship at that time?
7. Was the master justified in shifting the position of the vessel just prior to or after the survey without a pilot? Did the vessel afterwards strike on a reef, and did she sustain any damage therefrom?
8. Was the master justified in absenting himself from the vessel from time to time, and particularly from the 16th December to the 10th January?
9. Whether, after the condemnation of the vessel by the surveyors on or about the 15th December, the master made any effort to get the vessel repaired, or to induce the crew to navigate the vessel to a port where she could be effectually repaired?
10. Whether the vessel made so much water between the 15th December and 2nd January as to render it impossible to keep her afloat?

11. Whether on the 2nd January the vessel was in such a condition as to render it necessary to put her ashore, and was the most suitable place selected for this purpose?

12. Whether, when the master returned to the ship on or about the 10th January, he took any, and if any, what measures to save the ship and cargo, or whether it was possible to have done anything to have saved either or both?

13. By whom was the survey made on or about the 12th January; was it made by competent persons, and was the result of it such as to justify the master in selling the ship and cargo—the latter contrary to the repeated and explicit instructions of the owner?

14. Is the evidence in this case such as to satisfy the Court that there are reasonable grounds for suspecting collusion between the master and shippers of the cargo?

15. Whether the master or his acting mate are, or either of them is, in default?

The Board of Trade is of opinion that the certificate of the master should be dealt with.

Mr. A. M. Jackson, having called three witnesses, addressed the Court on behalf of the owner, and Mr. Rollit, having followed on the part of the master, the Court gave judgment as follows:—

1. When the vessel last left the United Kingdom she was in all respects in good and seaworthy condition.

2. Her pumps were sufficient and in good order.

3. She was properly overhauled and sufficiently repaired at Barbadoes, and she did leave that port in good and seaworthy condition.

4. The Court is of opinion that the vessel did not receive any damage whilst taking in her cargo at Barahona, Petit Trou, or Punta Palmas.

5. The circumstances under which the crew demanded a survey of the vessel at Barahona were as follows:—

On or about the 5th of December last the vessel was lying ready for and about to proceed to sea, when the master, in order to ascertain, as he stated, the grounds for the grumbling which he had heard on board his vessel, requested the acting mate to tell the crew that if they had any complaints to make now was the time to make them. This message was conveyed to the men, and the crew accordingly came aft, and had an interview with the master.

A conversation ensued, in which it would appear that the men informed the master they had no objection whatever to proceed to sea in the vessel, upon which the master informed them that if he went to sea he should take the vessel direct to Liverpool. The crew then asked him whether, in the case of necessity, he would put into port, and the master replied, "That would be at his discretion; he did not intend to go into port unless he was absolutely obliged." Some further conversation followed, in which the master insisted that he would go direct to Liverpool, and it resulted after this in the crew saying, "We will have a survey, then."

There is no direct evidence before the Court as to whether the survey was performed by competent persons or not, but it is to be assumed that the Consul would appoint competent persons. It was not a thorough survey, and certainly was not such as to justify the surveyors in condemning the ship.

6. Having regard to the circumstances under which the survey was made, irrespective of the qualification of the persons making it, the master was not justified

in assuming that the vessel was unseaworthy, and he did not accurately convey to the owner the condition of the ship at that time.

7. The master was not justified in shifting the position of the vessel just prior to the survey without a pilot. The vessel did afterwards strike on a reef, and she did sustain damage therefrom.

8. The Court is not prepared to say that the master was not justified in absenting himself from his vessel from time to time in the manner he did.

9. After the condemnation of the vessel by the surveyors on the 15th of December, the master made no effort to get the vessel repaired, but it appears that he did ask the crew if they were willing to navigate her to another port, and that they refused.

10. According to the evidence the water steadily increased between the 15th of December and the 2nd of January, and upon the last mentioned day the available hands on board were unable to keep it under.

11. It is impossible to say from the evidence whether the condition of the vessel on the 2nd of January was such as to render it necessary to put her ashore. Assistance might or might not have been obtained to lighten the vessel or assist her crew in pumping. As a matter of fact, the vessel was not beached at all, having been forced over a bank upon which she was bumping for two hours, she was allowed to sink at her anchor in about 18 ft. of water.

12. When the master returned to the ship on or about the 10th of January, beyond saving the sails, boats and stores, he took no measure whatever to save the ship or cargo. The Court is not in a position to say whether it was then possible to have done anything to save either or both.

13. The survey on the 12th of January was made by Messrs. A. Michel, general harbour master at Barahona, H. S. Chapman, retired shipmaster, William Dalvey, carpenter, and John Bruno, captain of the schooner "Hortensia." The Court is unable to say whether they were or were not competent persons to make the survey. The result of it was such as to justify the master in selling the ship, but nothing could justify him in selling the cargo in the face of the repeated and explicit instructions of the owner to the contrary.

14. The evidence in this case is such as to satisfy the Court that there are reasonable grounds for suspecting collusion between the master and some other party or parties.

15. The acting mate is not in default, but the Court, whilst expressly excluding from consideration its reply to question 14, finds the master gravely in default, and suspends his certificate for eighteen calendar months from the date hereof.

(Signed) E. C. TWISS, Judge.

I concur.

(Signed) C. Y. WARD.

I concur in the foregoing, except the answer to question 14, which I should qualify by continuing as follows:—"but it is only fair to add the conduct of the master is also consistent with that of an honest man acting under a mistaken notion of his duty in trying circumstances."

(Signed) ANDW. CUNINGHAME, Assessor.

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