

(No. 7291.)

"URSULA BRIGHT" (S.S.).

The Merchant Shipping Act, 1894.

In the matter of a Formal Investigation held at the Caxton Hall, Caxton Street, Westminster, on the 24th and 25th days of August, 1909, before ARTHUR HILL HUTTON, Esquire, assisted by Commander W. F. CABORNE, C.B., R.N.R., and Captain W. H. SINCLAIR LOUITT, into the circumstances attending the loss of the British steamship "URSULA BRIGHT," of London, which left Santiago de Cuba for Philadelphia, on the 10th September, 1908, and has not since been heard of.

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 vessel was probably caught in the track of a severe hurricane, which passed over Turk's Island on the 11th September last, with the result that she foundered, or was wrecked, with the loss of all hands, somewhere between Cape Maysi and Crooked Island Passage, on or about the 12th or 13th September last.

Dated this 25th day of August, 1909.

ARTHUR HUTTON,
Judge.

We concur in the above Report.

W. F. CABORNE,
W. H. SINCLAIR LOUITT, } Assessors.

Annex to the Report.

This Inquiry was held at the Caxton Hall, Caxton Street, in the City of Westminster, on the 24th and 25th days of August, 1909.

The Hon. Henry Gorell Barnes, barrister-at-law, conducted the proceedings on behalf of the Solicitor to the Board of Trade (Mr. R. Ellis Cunliffe), and by leave of the Judge, Mr. Percy D. Botterell, solicitor (Messrs. Botterell & Roche) represented the owners of the vessel, who had not previously been made parties to the investigation.

The "Ursula Bright," Official Number 108237, was a British screw steamship, built of steel, at Sunderland, in the County of Durham, in 1897, by Messrs. John Priestman & Co., and was registered at the Port of London.

She had two masts, was schooner-rigged, and was of the following dimensions:—Length, 325 feet; main breadth, 47 feet; and depth in hold from tonnage deck to ceiling at midships, 25'6 feet. Her gross tonnage was 3,295'50 tons, and her registered tonnage 2,114'29 tons.

She was propelled by one set of triple expansion engines, of 300 nominal horse-power, and 1,600 indicated horse-power, designed to give her a speed of 9½ knots per hour; and was fitted with two steel boilers, having a working pressure of 160 lbs. to the square inch. The machinery and boilers were made by Messrs. Blair & Co., Limited, of Stockton-on-Tees, when the hull of the ship was built.

The vessel was of the semi-spar-deck type, with fore-castle, bridge, and poop; had a steel upper deck, and between deck beams, but no laid between decks; was constructed with five water-tight, transverse bulkheads, carried right up to the main deck, and a longitudinal bulk-head, of iron or steel (also carried right up), in all the holds, except in the hatchways, where wooden shifting boards were supplied.

She was fitted with five water-ballast tanks (including the after-peak tank) having a total capacity of 810 tons; and she was provided with the usual steam pumps, and six hand deck-pumps.

She had four hatchways to the holds, the fore hatchway measuring 20 feet by 16 feet, and the other three, respectively measuring 24 feet by 16 feet; the height of their coamings being about 3 feet 6 inches above the upper deck. There were six water-freeing ports in the bulwarks on either side; the bulwarks being about 3 feet 3 inches, or 3 feet 6 inches in height, and the ports each measuring about 3 feet by 1 foot 9 inches.

The forward end of the poop (which was intended to be a cargo space) and the forward and after ends of the lower bridge, were secured by means of bolted iron doors.

The saloon, and the accommodation for the master, officers, and engineers, were on the bridge deck, and the chart room was above the saloon. The sailors and firemen were berthed under the topgallant fore-castle.

Four boats (two of them lifeboats) were carried in chocks, under davits, on the bridge, with their proper equipment; and there were 6 lifebuoys and 30 lifebelts on board.

The ship was steered by steam; she had three compasses, a standard (White-Thomson), a steering compass in the wheel-house, and another one in front of the after wheel; and she was furnished with the latest Admiralty charts.

Originally built for the Ursula Bright Steamship Company, Limited, at an expense of £31,700, the "Ursula Bright" was acquired, in 1907, by the Broadwater Steamship Company, Limited (her owners at the time of her loss), at a cost of £21,000. Messrs. Frederick Vivian Woods, Alfred Edward Tylor, and Robert Lawrence Brown, all of 44, Leadenhall Street, in the City of London, were designated as the persons to whom the management of the vessel was entrusted, by and on behalf of her owners, by advice received on the 14th November, 1907, under the hand of Henry Turton, secretary to the company last above mentioned.

Her master was Mr. Frederick Cooke, who held a certificate of competency numbered 07518, and whose name had been placed on the ship's register at Newport, in the county of Monmouth, on the 7th of December, 1899.

In December, 1907, and January, 1908, the vessel was overhauled, and certain repairs, some details of which were furnished to the Court, were effected at the Windsor Slipway, Cardiff, at a cost of £1,727 4s. 11d., considerable sums of money having been previously expended upon her. Mr. John William Collings, superintending engineer of the company, who gave evidence before the Court, stated that, upon the completion of these repairs, the vessel was in excellent condition.

On the 1st of August, 1907, a time charter party had been entered into between Messrs. Bennett, Walsh & Co., of New York, acting as agents for the owners of the "Ursula Bright," and the Munson Steamship Line, of New York, for a period of about 12 months, the agreed hire of the vessel to be £862 10s. per month, and delivery to be given at a port in the United States of America, north of Hatteras, or a port in Cuba, at charterer's option; the cancelling date if not ready being 15th February, 1908. The addenda to this charter party stipulated, *inter alia*, that "It is understood steamer's dead weight capacity, including bunkers, stores, and fittings, in salt water, is 5,225 tons, on Lloyds' summer freeboard, and if steamer does not carry as represented, charter rate to be reduced in proportion."

This may be an appropriate place in which to say that Mr. John Henry Robson, draughtsman to Messrs. John Priestman & Co., who produced general plans of the vessel, stated that she was classed 100 A1 at Lloyds', that she was built under the three deck rule, and that she was designed to carry 5,400 tons of dead weight upon a draught of 22 feet 2½ inches. He added that she was a good, stable ship, under ordinary conditions, that the firm had built other similar vessels, and that there had not been any complaint with regard to them. No curves of stability had been calculated, and therefore it would be impossible to say what would be her maximum righting angle or her vanishing angle. He gave her co-efficient of fineness as .78, and this seems to indicate that she ranged between the fullness of an average cargo steamer and a very full vessel.

The centre of the load line disc on the ship's side, as approved by the Committee of Lloyds' Register of British and Foreign Shipping, on behalf of the Board of Trade, under date of the 7th December, 1899, was 4 feet 11 inches below the upper deck line, marked under the provisions of the Merchant Shipping Act, 1894; and the upper edge of the maximum load line in summer was to be on the same level as the upper edge of the horizontal line passing through the centre of the disc. Reference to the displacement scale will show that this summer freeboard of 4 feet 11 inches gives a mean draught of 22 feet 2½ inches, with a dead weight of 5,400 tons. No alteration had since been made in the freeboard assigned in 1899.

On the 19th of January, 1908, the "Ursula Bright" left dock at Cardiff bound to Las Palmas, Grand Canary, with a cargo of coal, but was compelled to bring up in Barry Roads, on account of fog. At 7.30 a.m. of the 20th of January she proceeded on her voyage, but at 9.25 p.m. of the same day the engines broke down, owing to a hole having been knocked in the cover of the intermediate pressure cylinder. Temporary repairs were effected, and at 11.30 a.m. of the following day she was able to steam full speed ahead, eventually reaching Las Palmas about 8 a.m. of the 29th of January, 1908.

Writing to the superintending engineer (Mr. Collings) from Las Palmas, under date of the 31st of January, 1908, Mr. D. Jenkins, chief engineer of the "Ursula Bright," said: "I regret to inform you that 10 hours after leaving Barry Roads a piston bolt came adrift in I.P. piston and knocked a hole 10 inches diameter in crown of cylinder cover. We made a temporary patch with a winch-crank disc and proceeded on the voyage after a stoppage of 13 hours. A survey on the engines has been held to-day by two chief engineers (Mr. Vasey, of s.s. 'Hazelwood' and Mr. Hesketh, of s.s. 'Eaton Hall'). They recommend that a larger temporary cover be fitted to crown of cylinder cover, and that a new cylinder cover be fitted on ship's arrival in United Kingdom, and also a further examination be then made. I am getting a cover 14½ inches diameter made here. A longitudinal flaw has been found in I.P. crank pin. We can find no other defects in engines. I ordered the second engineer to see piston put together by the slipway people and he did so."

In another letter, bearing the same date, the chief engineer also informed Mr. Collings: "Owing to bad coal we were quite unable to get sufficient steam to run at ordinary full speed. Condenser was leaking throughout the passage. I wish to remind you that condenser was dry while on the slipway, and that it remained so until steam was actually turned on the engines. I am aware that it could not be helped, but still it was not fair treatment for wooden ferrules."

On the 5th of February, 1908, from Las Palmas, the chief engineer wrote to Mr. Collings: "I have had a cover made ashore here, and fitted it to crown of I.P. cylinder cover. We have tested condenser, and renewed several ferrules. Donkey boiler and winches have worked well here."

A sketch, showing the damage sustained by the cylinder cover, and the nature of the repairs effected thereto, was produced to the Court, the cost of the repairs, as per bill, being £1 15s.

No further mention was made of the longitudinal flaw in the I.P. crank pin, and apparently it was not of material importance.

An examination of the engine-room abstract logs, up to the 4th of August, 1908, the last date available, does not disclose any further accident or mishap; and therefore the Court considers that it is justified in assuming that the engines and hull of the vessel were in good and seaworthy condition, when she sailed on the voyage which formed the subject of this inquiry.

From Las Palmas the "Ursula Bright" went to Guantanamo, in the Island of Cuba, and thenceforth was at the disposal of the Munson Steamship Line in accordance with the terms of the before-cited time charter party.

At 6 a.m. of the 10th of September, 1908, the "Ursula Bright" left Santiago de Cuba, in the Island of Cuba, bound for Philadelphia, in the United States of America, with a cargo of crushed iron ore. She was under the command of the before-mentioned Mr. Frederick Coode, and was manned by twenty-eight persons all told, a list of whom is appended to this annex.

José Torres, the pilot who took her to sea, in a deposition made before William Mason, Esquire, His Britannic Majesty's Consul at Santiago de Cuba, on the 6th of January, 1909, stated that "on her way down the bay she steered well and seemed to be well loaded, not at all out of the ordinary for vessels of her class. On proceeding

to sea at 6.45 a.m. the sea was calm with light northerly wind."

Since her departure from Santiago de Cuba, nothing has been heard of the "Ursula Bright."

Her cargo, on the occasion in question, was loaded alongside the wharf of the Juragua Iron Company, Limited, at Cruces, and according to a certified copy of the bill of lading, consisted of 5,000 tons of iron ore in bulk. On the other hand, according to a deposition made by Mr. Ygnacio Hernandez, the manager of the wharf, or dock, of the Juragua Iron Company, 132 cars of ore were loaded in No. 1 hold, 241 cars in No. 2 hold, 257 cars in No. 3 hold, and 131 cars in No. 4 hold, making a total of 761 cars. Accepting Mr. Hernandez' estimate of 6½ tons, average, per car, this would give a total quantity of 5,098 tons.

Roughly, a voyage from Santiago de Cuba to Philadelphia, for a vessel of the "Ursula Bright's" class and speed, would occupy, upon an average, about seven days, and she would probably carry coal for, say, ten days' consumption, at 20 tons per diem.

Estimating, then, the coal in bunkers at 200 tons, the cargo at 5,100 tons, and making a further allowance of 100 tons for stores and water, the vessel would not have been laden deeper than her summer load line. Putting the cargo at 5,000 tons, it is obvious that her freeboard would have been greater.

No reliable records of her draught were forthcoming, but there does not appear to be any question of overloading.

With regard to the stowage of the cargo, Mr. Hernandez, in his deposition, said: "The 'Ursula Bright,' after being prepared, as customary with the requisite dunnage boards, began to receive cargo from the shutes at 6 a.m. September 7th: This cargo is put on board by shutes from the pier and stows itself, being crushed ore, by the movement of the shutes from one side to the other as is requisite. No stevedores are employed, the cargo trimming itself without any trouble. . . . All the cargo was distributed as per captain's instructions, loading being finished at 8.30 p.m. September 9th . . ."

Reference has already been made to the longitudinal bulkheads and shifting boards.

The various insurances effected upon and in connection with the vessel, are hereinafter set out in the answers to the questions submitted to the Court by the Board of Trade; and the insurance covering notes show that the respective premiums paid were eight guineas per cent. on hull and machinery, 43s. 9d. per cent. on stores, and 35s. on premiums, reducing one-twelfth monthly.

Coming to the probable cause of the loss of the vessel, the "Ursula Bright," upon leaving Santiago de Cuba, would round Cape Maysi, the easternmost point of the Island of Cuba, and then steer for Crooked Island Passage; that being the usual, the most direct, and the best route to the port to which she was bound. How far she steamed is never likely to be known; but the evidence shows that, on the 11th of September, the town of Grand Turk, Turk's Island, was devastated by a hurricane, which had commenced at 9 p.m. of the previous day, which had attained a velocity of 100 miles an hour, and which, between the 11th and 13th of September, had swept over Inagua, Acklin, Crooked, Fortune, Long, Rum Cay, and Watling Islands, doing a considerable amount of damage to shipping and other property.

The monthly Meteorological Chart for December, 1908, published by the Meteorological Office, confirms the evidence, and gives the probable track of this hurricane between the 10th and 19th of September. Both the evidence and the chart agree that the hurricane passed over Turk's Island, moving westward, recurving before it approached the American coast, and passing back, towards the Atlantic, in a north-easterly direction. From this it will be seen that the storm practically pursued the same course, between the 12th and 13th of September, which the "Ursula Bright" would have taken under ordinary circumstances. With little sea room, and no opportunity of getting out of its way, there is no doubt that the ill-fated vessel succumbed to the severity of the storm.

At the conclusion of the evidence, Mr. Gorell Barnes, on behalf of the Board of Trade, submitted the following questions for the opinion of the Court:—

(1) What was the cost of the vessel to her owners? What insurances were effected upon and in connection with her, and how were they apportioned?

(2) When the vessel left Santiago de Cuba on or about the 10th September last—

(a) Was she in good and seaworthy condition as regards hull and equipments?

- (b) Was her cargo properly stowed and secured from shifting?
- (c) Had she the required freeboard and was she in proper trim for a voyage to Philadelphia?
- (3) What is the cause of the vessel not having been heard of since the pilot left her off Santiago de Cuba on or about the 10th September last?

Mr. Botterell addressed the Court on behalf of the owners, Mr. Gorell Barnes replied, and the Court then gave judgment, as above, returning the following answers to the questions of the Board of Trade:—

- (1) The cost of the "Ursula Bright" to her owners, in 1907, was £21,000; and a further sum of £1,727 was spent upon her, in repairs, in December, 1907, and January, 1908.

The insurances effected upon and in connection with her were as follows:—

On hull and machinery ...	£21,000	0	0
On stores ...	100	0	0
On insurance premiums ...	1,764	0	0

- (2) When the vessel left Santiago de Cuba on the 10th September last—

- (a) She appears to have been in good and seaworthy condition as regards hull and equipment. When she left Cardiff on the 19th January, 1908, she was in good and seaworthy condition. The cover of her intermediate pressure cylinder was damaged on the 20th January, 1908; but the damage was temporarily and effectively repaired at Las Palmas about the 3rd February, 1908, and beyond this there is no evidence of any subsequent defect or mishap calculated to affect her seaworthiness.
- (b) Her cargo was properly stowed and secured from shifting.
- (c) She had the required freeboard, and was in proper trim for a voyage to Philadelphia.

- (3) There is no direct evidence as to the cause of the "Ursula Bright" not having been heard of since the pilot left her off Santiago de Cuba on the 10th September last. But there is evidence that a severe hurricane passed over Turk's Island on the 11th September last, moving to the westward, and recurving in a north-easterly direction before it approached the American coast; and in the opinion of the Court the vessel must have been caught in its track, with the result that she foundered, or was wrecked, with the loss of all hands, somewhere between

Cape Maysi and Crooked Island Passage, on or about the 12th or 13th September last.

Dated this 27th day of August, 1909.

ARTHUR HUTTON,
Judge.

We concur.

W. F. CABORNE,
W. H. SINCLAIR LOUIT, } Assessors.

List of Crew as shown by Copy of Ship's Agreement.

Name.	Nationality.	Age.	Rating.
F. Coode ...	British ...	40	Master.
John Evans ...	Do. ...	27 (237)	1st Mate.
J. McKinty ...	Do. ...	29	2nd Mate.
David Jenkins...	Do. ...	37	Chief Engineer.
S. Davies...	Do. ...	26	2nd Engineer.
Edward Brown	Do. ...	22	3rd Engineer.
Joseph Dovaston	Do. ...	52	Steward.
J. Burtenberg ...	Dutch ...	38	Cook.
H. Robinson ...	(?) American ...	38	Carpenter.
W. Dickinson ...	Norwegian ...	43	Boatswain.
Wm. Beynon ...	British ...	50	Donkeyman.
C. Absalon ...	Do. ...	Un-known.	Mess Room Steward.
A. Peronia ...	Greek ...	25	Sailor.
G. Wyeland ...	Belgian ...	23	Do.
J. Salter ...	British ...	30	Do.
T. Penglos ...	Greek ...	22	Do.
J. Leington ...	Do. ...	37	Do.
J. Constantine ..	Do. ...	23	Do.
G. Davis ...	Do. ...	31	Do.
Ismail U... ..	Turk ...	24	Do.
* Clarence Curtis	British ...	17	Boy.
Ali Abdul ...	Do. (Aden)...	22	Fireman.
Muhi Ahmed ...	Do. (Aden)...	28	Do.
Salih Dervish ...	(?) Somali (Berbereh).	21	Do.
John Everyday	Krooman...	25	Do.
Ahsin Sinan ...	Egyptian...	27	Do.
Antonio Shodora	British (St. Vincent).	38	Do.
A. Mohamed ...	British ...	27	Do.

* The name of "J. Francis, Fireman," is included in the certified copy of the Crew List deposited at Santiago de Cuba, though the Ship's Agreement shows that he "Failed to join." On the other hand, the name of "Clarence Curtis," included above, does not appear in the Consul's List though it is shown in the Ship's Agreement.

(Issued in London by the Board of Trade on the 10th day of September, 1909.)