

(No. 7607.)

“MOUNTOSWALD” (S.S.).

The Merchant Shipping Act, 1894.

In the matter of a Formal Investigation held at the Moot Hall, Newcastle-upon-Tyne, on the 9th, 10th, 11th, 12th, 14th and 15th days of July, 1913, before FREDERICK PAGE, D.C.L., M.D., M.A., and DAVID THOMAS HOBKIRK, Esquires, two of His Majesty's Justices of the Peace, acting in and for the City and County of Newcastle-upon-Tyne, assisted by Captain C. B. GRAVES, F.R.G.S., and Commander I. WOOD BAYLDON, R.N.R. (Nautical Assessors), into the circumstances attending the loss of the British steamship “MOUNTOSWALD,” of Newcastle, with all hands, after leaving Cape Henry on or about the 22nd day of February, 1912.

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 “Mountoswald” probably foundered with all hands during the heavy gales which prevailed on the East Coast of the United States immediately after her departure from Cape Henry on the 22nd day of February, 1912. The leaky condition of the fore-peak, and the non-securing of the deck cargo (assuming it to have been unlashd, as stated by the pilot), coupled with the probability of the vessel having received damage to her bottom as the result of stranding at Mobile, would all contribute to that result.

The Court finds that the vessel ought to have been dry-docked at New York prior to crossing the North Atlantic in mid-winter, and is unable to say whether she was in good and seaworthy condition upon leaving Baltimore on the 20th day of February, 1912.

The Court finds the vessel was not in good and seaworthy condition when the pilot left her off Cape Henry on the 22nd day of February, 1912. The Court being unable to determine the actual cause of the loss of the vessel, cannot attribute the disaster to any wrongful act or default on the part of the managers, Mr. George Lunn and Mr. John Maccoy, but considers that they committed a grave error of judgment in not having the ship dry-docked at New York.

Dated this 15th day of July, 1913.

FREDERICK PAGE, }
D. T. HOBKIRK, } Judges.

We concur in the above Report.

C. B. GRAVES, }
I. WOOD BAYLDON, } Assessors.

Annex to Report.

This was an Inquiry into the circumstances attending the loss of the British steamship “Mountoswald,” of Newcastle, with all hands, and was held at the Moot Hall, Newcastle-upon-Tyne, on the 9th, 10th, 11th, 12th, 14th and 15th days of July, 1913, before Frederick Page, D.C.L., M.D., M.A., and David Thomas Hobkirk, Esquires, assisted by Captain C. B. Graves, F.R.G.S., and Commander I. Wood Bayldon, R.N.R. (Nautical Assessors).

Mr. Burton appeared for the Board of Trade, and Mr. Lewis Noad, barrister-at-law, instructed by Messrs. Bramwell, Bell and Clayton, solicitors, for the owners.

The “Mountoswald,” Official Number 110347, was a steel screw steamship built at Port Glasgow in 1900

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by William Hamilton and Company, Limited, and was of the following dimensions:—Length 330.5 feet, breadth 45.6 feet, and depth in hold 23.9 feet. She was schooner-rigged and fitted with triple-expansion engines of 300 N.H.P. and 1,200 I.H.P. designed to give a speed of 9½ knots per hour, constructed by D. Rowan and Co., of Glasgow, in the year 1900. The vessel's gross tonnage was 3,223.93 tons and 2,078.73 net, and she was owned by Messrs. George Lunn and John Maccoy, and others, whose names appear in the transcript of register, Mr. John Maccoy, of 2, Cails Buildings, Newcastle-upon-Tyne, being designated managing owner on the 13th February, 1900.

The “Mountoswald” was a cargo steamer, and, according to evidence and plans produced, her description was as follows:—

She was built under special survey and classed 100 A1 at Lloyds. She had a spar-deck and tier of main-deck beams in the holds, but no laid 'tween decks. On the spar-deck was a raised poop and fore-castle and a bridge, or upper deck, which extended from the first frame abaft No. 2 hatch to within two frame-spaces of the bulkhead separating Nos. 3 and 4 hatches, or nearly to the mainmast. The saloon and accommodation for master, officers and engineers were on top of the bridge-deck, and the crew were berthed in the fore-castle.

There were six watertight bulkheads, all carried up to the spar-deck. No. 1 was the collision bulkhead, separating the fore-peak from the No. 1 hold; No. 2 was between the Nos. 1 and 2 holds; then came the bulkheads at fore-and-after ends of the engine and boiler space respectively, and in the after part of the vessel was the one which separated the Nos. 3 and 4 holds, and one at the after-end of No. 4 hold separating it from the after-peak tank. In addition to these steel bulkheads was a moveable wooden bulkhead erected in the No. 2 hold in a position almost directly below the fore-end of the bridge space. When the cargo was being shipped in Baltimore, on what proved to be the last voyage, this bulkhead was partially taken down to permit a general cargo being stowed on top of grain in bulk.

It should be stated here that the vessel had all the usual sluices and pump connections to tanks and bilges, but, at the bulkhead between the fore-peak and No. 1 hold, there was no sluice and no steam-pump connection; therefore the only way of getting water out of the fore-peak was by means of a hand-pump worked by a lever in the ordinary way. The vessel had a cellular double bottom extending fore and aft, with the exception of a well under the boiler-room of nine frame spaces. This double bottom was divided into four water-ballast tanks, and there was also an after-peak ballast tank, the total quantity of water-ballast allowed for being 804 tons. The tanks were divided as follows:—No. 1 hold 140.0 tons, No. 2 265.7 tons, No. 3 239.3 tons, No. 4 81.7 tons, and the after-peak 77 tons. The No. 2 tank, which is frequently mentioned hereinafter, owing to the damage it sustained, extended from the bulkhead between Nos. 1 and 2 holds to the frame-space midway between the fore-end of the main boilers and the after-end of the donkey-boiler. Therefore the after-end of the tank was under the stokehold, and it was owing to this fact that this tank was accessible when the vessel was loaded. There were three cargo hatchways on the spar-deck to Nos. 1, 2 and 4 holds, the hatchway to No. 3 hold being on the after part of the bridge-deck. The dimensions of Nos. 1 and 2 hatchways were 24 feet by 16 feet and 28 feet by 16 feet respectively, and the coamings of these were 3 feet 9 inches in height. The Nos. 3 and 4 hatches measured 26 feet by 16 feet and 24 feet by 16 feet respectively, and the height of these coamings was 2 feet 6 inches. All these hatchways were properly fitted with beams and fore-and-afters of sufficient strength. In addition to these cargo hatchways there was a coal hatch on the bridge deck at the fore-side of the funnel, measuring 16 feet by 6 feet, and a small hatch on the poop about 8 feet square.

The vessel was fitted with two cowl ventilators to each hold, all of 18 inches diameter. They were fitted at each end of all the holds, one on the port side and one on the star-board side of same, and the coamings on the spar-deck were 2 feet 6 inches in height.

There were also the usual ventilators to the stokehold and engine-room and to the officers' and crew's quarters. The vessel had a flat plate keel, and only six inches rise of floor. She had bilge-keels fitted of 10 inches by 10/20 inches bulb-iron, and the bulwarks on the spar-deck were of steel plates 4 feet in height and 5/20 inches thick, well stiffened with suitable stanchions riveted to stringer-plates and bulwarks. Round the bridge deck was fitted an open rail. The water or freeing-ports and scuppers in the bulwarks appear to have been of suitable and proper dimensions.

There were four boats on board, all under davits on the bridge deck. Two of these boats were lifeboats, and, as far as could be ascertained, they were in good order and properly fitted during the voyage in question. There were also on board 35 lifebelts and 5 life-buoys; therefore, in so far as life-saving appliances are concerned, the vessel was properly and sufficiently supplied.

The "Mountoswald" was purchased from the builders in February, 1900, by her owners for the sum of £34,500, and since that date it was stated that £16,310 had been spent upon her for upkeep and repairs, and from the particulars given in answer to the questions, it will be seen that she was fully insured, her value on leaving Baltimore on her last voyage being said to be £24,000 to £25,000. The vessel was last surveyed and dry-docked at Jarrow in July, 1911, as the result of damage she had sustained through colliding with the dock entrance at Buenos Aires in May, 1911, and through encountering heavy weather on the passage from Buenos Aires to Hull. At that time some £800 was spent upon her, and she was rendered efficient in every respect. The managing-owner stated that he had always received good reports of the vessel on her previous voyages, and that, to the best of his knowledge, she was a good sea-boat, but that she seldom carried deck cargoes.

The vessel was let on time-charter, dated the 17th July, 1911, to the Munson Steamship Line of New York, and on the 24th July she left Middlesbro' for Havana with a cargo of slag-bricks. She was under the command of Mr. F. D. Tindall, and carried a crew of 25 hands all told. The master died suddenly on the run down the Channel, and the owners appointed in his place Mr. George D. Stannard, who joined the vessel at Falmouth on the 31st July. He had not been in the owners' employ previously, but had been in communication with them with a view of taking command of one of their vessels should a vacancy occur.

The vessel proceeded on her voyage, and nothing of note occurred, except that on the 16th August William Smith, an A.B., who had been off duty during nearly the whole of the passage out, died, and was buried at sea.

The "Mountoswald" arrived at Havana on 24th August, and, after discharging her cargo, she left that port in ballast on 1st September bound for Mobile.

While at Havana the master received a letter from the owners, dated 1st August, 1911, in which they enclosed a copy of the time charter, and said: "We trust your conduct of steamer's affairs will be such as to justify our confidence. You will understand the present is a voyage on probation, and it will depend on yourself whether we are able to continue you in command."

Nothing material occurred on the run to Mobile, the vessel arriving at the entrance to the Bay about 11 p.m. of the 3rd September. The strandings which occurred, first when she was about to anchor off Sand Island that night, and subsequently after leaving the wharf at Mobile on the 14th September after loading her full cargo for Monte Video, also the surveys and reports made in consequence of these strandings, will be found fully described in the answer to the second question. The repairs therein referred to were the putting of two iron plates on the upper part of No. 2 water-ballast tank, which were secured with screw-bolts and nuts. The plates were each made of iron a quarter of an inch in thickness and forty-eight inches square. These repairs were completed on the evening of the 20th September to the satisfaction of the surveyors, and at 9.15 a.m. of the 21st September they weighed anchor, discharged the pilot at 10.20 a.m., and proceeded on their voyage to Monte Video, the cargo consisting of lumber, a portion being stowed to the height of 17 to 18 feet on deck. They called at St. Thomas to coal,

arriving there at 11.30 a.m. of the 30th September. On the doctor's advice, the engineer's steward, P. Cotterell, was left in hospital suffering from blood poisoning caused by mosquitoes.

The vessel resumed her voyage after coaling at 6.30 p.m. on the 30th September, arriving in Monte Video roads at 6.30 p.m. of the 27th October, and mooring along the quay at 2.30 p.m. of the 29th, proceeded to discharge. During the run from St. Thomas the vessel seems to have had a heavy list to starboard, and on the 4th October some of the deck cargo on the fore-deck was washed overboard. On the 25th October fire was discovered in the port bunker, and was apparently extinguished on the 28th. During the discharge of the cargo it was found (to quote the chief officer's log) that several of the bunker side-plates were buckled owing to the fire, that several of the rails round the deck were bent or broken "owing to the heavy list" and straining of the "vessel when she stranded," and that "the decks appeared to have been set down when the ship was on the ground." It would appear, too, that No. 2 tank-top had again been leaking. Accordingly, while lying at Monte Video, repairs thereto were effected by the ship's engineers. While at Monte Video the master, on the 16th November, wrote to the owners that the engineers were busy patching the tank, adding: "In my opinion the leaking of this tank has been the cause of all the trouble, as it appears that it has been leaking for some time, and I knew absolutely nothing about it," and that he was extending the protest so as to cover everything.

On completing the discharge, the "Mountoswald" left Monte Video for Colastine at 6 a.m. of 25th November, calling at Buenos Aires Roads the following day, and arriving at Colastine and mooring alongside the wharf at 9.45 a.m. of the 29th November. Here she loaded a cargo principally of Quebracho wood, part of it being carried on deck, Nos. 2 and 3 tanks being full, and left at 8.30 a.m. of 22nd December bound for New York.

While at Colastine the master wrote to the owners the letter of the 5th December as to dry-docking at New York, set out in the answer to the fourth question.

Calling at Monte Video for bunkers, the master there wrote to the owners on the 26th December: "I am pleased to say that No. 2 tank is keeping tight, which has saved us a lot of trouble with our present deck load."

Sailing from Monte Video on the 28th December, they arrived at St. Lucia on the 19th January, 1912, and bunkered, and, leaving there on the following day, arrived at New York on the 30th January, where, in due course, the cargo was discharged. While in New York the master received the owners' letter of the 24th January containing the extract in reference to dry-docking set out in the answer to the fourth question.

The "Mountoswald" sailed in ballast on the 14th February for Baltimore, where she arrived on the 17th February. One of the A.B.'s, a Cuban named Cresidio Dugine, who had met with an accident, was left behind in hospital at New York.

On arrival in Baltimore the vessel's holds were inspected by surveyors appointed by local underwriters and confirmed by Lloyd's agent there as to their fitness to carry grain in bulk and general cargo. Certain small repairs to cement and ceiling were effected and shifting-boards were used, properly shored to the ship's sides. It should be stated that all particulars as to loading are taken from depositions made at Baltimore by Captain E. H. Sanford and his two assistants, Messrs. E. M. Krug and James Malone, the surveyors for underwriters, and a deposition by Mr. J. H. Shinnick, junior, the stevedore who loaded the vessel.

The two surveyors also say in a later deposition sworn at the British Consulate, Baltimore, and dated 5th August, 1912: "The bulk grain was stowed on top of permanent ceiling over the ballast-tanks, and a platform of boards was placed on top of the grain on which to stow the general cargo. These boards were one inch thick, and they were laid on the grain transversely and longitudinally. The shifting boards were about 2½ inches thick and about 12 inches wide, and were shored to the ship's plates and ceiling fore and aft in accordance with the rules of the Board of Underwriters of New York. They were made grain-tight by being placed edge to edge. There were no feeders in the vessel, none being required. The grain was carried in bulk in all four holds, and no grain was carried in bags. . . . There was no evidence of

water in the holds of the ship or bilges during our inspection of her. She carried a deck load of logs which were blocked and chocked, but not lashed, the lashing being left for the crew to do during the passage of the vessel down the Chesapeake Bay."

Mr. Shinnick, in his deposition, practically confirms the above, and says also that he "personally inspected the lower fore-peak to see that it was dry and fit to carry the dry grain, and found it to be in every way satisfactory. I am quite sure there was no leakage into the forepeak during the time of loading and while the 'Mountoswald' was at Baltimore. The grain in the four holds was stowed securely to a height about seven feet below the deck, leaving a clear carrying height above the grain. The top of the grain cargo was completely covered with floor planking about an inch thick. On top of this planking was placed the general cargo. There were 345 walnut logs running about 11 feet in length and about 20 inches in diameter stowed on deck, of which 231 were on the forward deck and 114 were on the after deck. The forward lot weighed about 124 tons, and after lot about 57 tons. The deck cargo was well secured, and did not extend above the rail."

The "Mountoswald," then, had on board cargo and bunkers as follows, when loading was completed in Baltimore:—

3,184 tons grain in bulk, stowed in all four holds, levelled down and platformed, on top of which was stowed general cargo up to the deck—a distance of about seven feet. The general cargo consisted of cases of machinery, bales, bags of feed, &c.—all apparently of a satisfactory nature to stow over bulk grain. In the fore-peak were stowed 501 sacks of grain, and in the after-part of the bridge-space and the poop were stowed bales of cotton. On deck were the above-mentioned logs of wood, viz., 231 logs weighing 124 tons on the forward deck, and 114 logs weighing about 57 tons on the after-deck.

The bunker coal on board at time of sailing was 467 tons taken at Baltimore, and about 37 tons of old stock. Some of this was stowed in the fore-end of the bridge space, the remainder in the permanent bunkers. The draft of the vessel when ready for sea was 21 feet 9 inches "even keel," according to the depositions, and also, according to the master's letter, dated February 22nd, 1912, written to his wife, it was 21 feet 9 inches "mean draft" leaving Baltimore.

When the vessel had finished loading, the following certificate was signed by the chief officer:—

"This is to certify that the s.s. 'Mountoswald' has been efficiently loaded and is now ready to proceed to destination. The cargo has been loaded under my supervision, and all orders issued by the undersigned have been complied with by the Stevedore Company.

(Signed) "THOMAS WELLINGS,
"Chief Officer."

A certificate was also produced from the Bureau of Inspection of the Board of Underwriters of New York, dated Baltimore, February 20th, 1912, and signed by

Captain Sanford and Mr. Krug, in which it was stated that the "Mountoswald" "has completed her loading at this port under this inspection, and has conformed to all the rules of the Board of Underwriters of New York in relation thereto."

Taking all the foregoing facts into consideration, the Court came to the conclusion that the cargo in the vessel when she left Baltimore was properly and efficiently stowed, and that she had the proper free-board. The only exception to the above was the deck cargo, which, though admittedly "chocked and blocked," was, according to the pilot, not lashed when he left the vessel. There is one other point about this deck cargo, and that is the weight of logs on the forward deck. This was about 124 tons, and although the Court answered question No. 6(d) to the effect that the deck cargo was not excessive, yet with regard particularly to this forward deck-load, the Court is of opinion that it was dangerously near the limit of safety—if indeed safe at all—to carry a deck-load across the Atlantic in mid-winter on a vessel of this class practically down to her winter marks. It is perhaps needless to add that this deck-load could not have been brought into a British port. After completing her loading the "Mountoswald," according to the deposition of Mr. Joseph W. Shinnick, a duly licensed pilot, of the Maryland Pilot Association for the Chesapeake Bay and its tributaries, left Baltimore under his charge at 4 p.m. of the 20th February. The vessel appeared to be in good condition and trim, and they proceeded down the Bay, and about 10 p.m. anchored off Sharp's Island owing to fog and ice. At daylight next morning they got under way again, but between 9 and 11 a.m. it was found to be necessary to anchor again off Cedar Point on account of ice and fog and a south-easterly gale. At daylight on the 22nd they proceeded, and about noon the vessel was found to have sprung a leak in the forepeak. The pilot stated that the vessel did not touch bottom or strike anything to his knowledge. It was possible that floating ice might have struck the bow and so caused the leak; he said that he navigated the vessel carefully and did not notice it. He stated the master reported that the forepeak was full of water, which they were unable to reduce with the hand-pump, the only one available for that compartment. They reached Cape Henry at 9 p.m. on the 22nd February, the weather being fine with a stiff north-westerly breeze blowing. The pilot stated that the deck-cargo of logs was not lashed or secured during his stay on the vessel, and that, prior to his leaving, he asked the master if the forepeak was clear of water, and that he replied it was still full. He then advised the master to put into Hampton Roads to have the ship surveyed, but the latter replied that he had been to sea before with the forepeak full and could do so again. On reaching Cape Henry the pilot left the vessel, which put to sea, and no trace of her or the crew has since been seen.

The following is believed to be a complete list of the crew when the vessel arrived at Baltimore on the 16th February, 1912.

Name.	Age.	Capacity.	Nationality.	Engaged	
				Place.	Date.
George D. Stannard	36	Master	British	Falmouth	1911. 31 July.
Thomas Wellings	54	1st Mate	do.	Middlesbro'	25 July.
George T. Richman	44	2nd Mate	do.	do.	do.
Mowbray Darling	36	Steward	do.	do.	do.
Albert Price	56	Cook	do.	do.	do.
William Stevenson	48	A.B.	do.	do.	do.
A. Danos	20	A.B.	Greek	do.	do.
Aksel Gumerinsson	20	A.B.	Norwegian	do.	do.
August Hjost	21	A.B.	Swede	do.	do.
Martin Randall	25	A.B.	British	Mobile	14 September.
John Quinn	21	O.S.	do.	Middlesbro'	25 July.
Arthur S. Cousins	30	1st Engineer	do.	do.	do.
Arthur A. Salter	29	2nd Engineer	do.	do.	do.
Albert Allen	41	3rd Engineer	Swede	do.	do.
William Lewis	34	Fireman	British	do.	do.
E. Robinson	40	do.	do.	do.	do.
William Bevington	31	do.	do.	do.	do.
George Kirton	46	do.	do.	do.	do.
David Rees	29	do.	do.	do.	do.
William Ferguson	36	do.	do.	do.	do.
George A. MacFadyen	19	Apprentice	do.	do.	do.
William S. Hudson	16	do.	do.	do.	do.
Charles Washington	22	M.R. Boy	Japanese	New York	1912. 12 February.

These include all the members of the crew who had left the United Kingdom, except William Smith, A.B., who died at sea; Robert Cotterell, engineer's steward, who was left in hospital at St. Thomas; and Cresidio Dugine, A.B., left in hospital at New York, both of whom were called as witnesses. Martin Randall, A.B., was engaged at Mobile, and Charles Washington, M.R. Boy, at New York, so that 23 hands arrived at Baltimore. Here, according to the report of the British Consul, two men were engaged at the Consulate, one of them as a mess-room steward. Their names were apparently S. Oka, a native of Japan, and A. Erdmann, a German. That would give a total of 25 hands, but, as the vessel cleared Baltimore with only 24 hands, the Consul considered that it was probable the mess-room boy, Charles Washington, left the ship there, though no report was made by the master of his desertion.

The last communication received from the master is the following letter addressed to his wife, evidently written shortly before the vessel took her departure from Cape Henry, and handed to the pilot with other letters to post:—

" S.S. 'Mountoswald,'
" 22/2/12,
" Chesapeake Bay.

" MY DEAR LIZZIE,

" By this time you will have heard that we are loaded for Hamburg, and no doubt we will come to the Tyne. I will be glad when we get home; coming to Baltimore I was three days in the ice, and we have had the same thing coming down. I want you to keep this letter as evidence, in case anything happens the ship, as I wanted the ship dry-docked in New York and the owners would not allow it; as it is now we have 12 feet of water in the forepeak, and we are not out of harbour yet. Goodness knows whether we will reach home or not, but don't expect us any time, as I cannot give you any idea when we are due. We have the sailors at the hand-pumps now, so what it will be when we get out the Bay I don't know.

" In case anything happens the ship was 21-9 leaving Baltimore mean draft.

" As soon as we arrived here I had to put the first engineer in the hospital, and only got him out the day we left.

" I have never been well since we arrived in cold weather, and I am afraid I have got a cold witch (sic) I won't throw off in a hurry. I received the Blyth papers in New York, and on reading them over I was sorry to see that Captain Gerner was dead.

" Your affectionate husband,
(Signed) " G. STANNARD."

At the conclusion of the evidence the following questions were submitted on behalf of the Board of Trade, Mr. Noad addressed the Court for his clients, and Mr. Burton replied.

1. What was the cost of the vessel to her owners? What was her value when she sailed from Baltimore on her last voyage? What insurances were effected upon, and in connection with, her?

2. After being ashore at or near Mobile on two occasions in September, 1911, was the vessel properly surveyed and repaired? Were certificates of seaworthiness thereafter given? What, if any, recommendations were made by the surveyors who surveyed the ship as to the vessel being dry-docked at the first favourable or convenient opportunity for further examination?

3. Were the certificates of seaworthiness given by the surveyors, or copies of them, received by the managers of the ship before the vessel left New York in February, 1912? What reports, if any, had been received by them from the master or other person or persons with regard to the condition of the vessel?

4. Did the master lead the managers of the vessel to believe that it was necessary or desirable to dry-dock her for a further examination at New York, or elsewhere? Did he make a request to them for this to be done? If so, what instructions, if any, did the owners give him with respect to the matter?

5. Between September, 1911, and the 20th February, 1912, did any favourable or convenient opportunity occur for dry-docking the vessel for further examina-

tion? Ought this to have been done? Was it done?

6. When the vessel left Baltimore on or about the 20th February, 1912—

- (a) Was she in good and seaworthy condition as regards hull and equipments?
- (b) Had she the required freeboard?
- (c) Was the cargo in the holds and on deck properly loaded and secured from shifting?
- (d) Was the deck-load excessive?
- (e) As laden, and having regard to the time of the year, was she in safe trim for a voyage to Hamburg?

7. Did the vessel make water in the forepeak as she was proceeding down Chesapeake Bay on or about the 22nd February, 1912?

8. When the pilot left the vessel off Cape Henry on or about the 22nd February, 1912, was she in good and seaworthy condition as regards hull, and was her deck-load properly secured from shifting?

9. What is the cause of the vessel not having been heard of since the pilot left her off Cape Henry on or about the 22nd February, 1912?

10. Was the loss of the British steamship "Mountoswald" caused or contributed to by the wrongful act or default of Mr. George Lunn and Mr. John Maccoy, the managers, or either of them?

To which the Court replied as follows:—

1. The cost of the vessel to her owners, who purchased her from the builders in February, 1900, was £34,500. The owners considered her value when she sailed from Baltimore on her last voyage was £24,000 or £25,000.

The insurances stated to have been effected upon, and in connection with, the vessel, were as follows:—

	£
Hull and machinery	26,000
Freight	1,500
Premiums and disbursements...	2,000
Total	29,500

2. The vessel, while on a voyage from Havana to Mobile, in ballast, grounded on a shoal off Sand Island at the entrance to Mobile Bay, on 3rd September, 1911. She remained fast for three hours, and then proceeded to Mobile, where, on the 5th September, she was surveyed by Captain T. Erickson, master mariner, agent to the time charterers of the vessel at Mobile, and Mr. William Robinson, ship and engineer surveyor, both of whom were appointed for the purpose by Mr. Murray Wheeler, Lloyd's agent at Mobile.

They reported: "As far as we can ascertain, the vessel has sustained no damage, and is, in our opinion, seaworthy and fit to proceed with a full cargo to her destination. As a further precaution, we recommend that the vessel be dry-docked for further examination at the first favourable opportunity." The Court has no reason to doubt that this survey was properly made. After loading her full cargo for Monte Video, the vessel took the ground shortly after leaving the wharf at Mobile in charge of a pilot on 14th September, and, in spite of all efforts to get her off, she remained fast. Next day part of the deck cargo was discharged into lighters, and the vessel took a heavy list, and it was then found that No. 2 tank was leaking badly. With the aid of tugs she got off at 5.30 a.m. of the 16th, and proceeded down the Bay in charge of a pilot to Fort Morgan, where she anchored at 11.40 a.m. She was then surveyed by Captain Freeman of the s.s. "Glenroy," and Mr. William Robinson, who, after "sounding the bilges and ballast tanks where possible," recommended "that another examination of the vessel be made on the completion of cargo and before proceeding to her destination."

They commenced reloading the cargo, but to counteract the heavy list, bunker-coal was discharged from the bridge deck. On the 18th a further examination was made by Captain Morris of the s.s. "Twilight," Captain Ferguson of the s.s. "Silvia," and Mr. Robinson, who "found No. 2 water ballast tank damaged on top of same, and leaking, the damaged tank top being in way of stokehold at forward end; No. 2 water ballast tank was pumped out, the vessel

listing more." They expressed the opinion "that it is necessary with the present cargo to have No. 2 water ballast tank full," and recommended "that this tank be temporarily repaired, and made thoroughly watertight before the vessel proceeds to sea."

The loading was completed, and the repairs recommended were effected, and on the 20th September the vessel was surveyed by Captain Morris and Mr. Robinson, who reported: "Found on examination repairs to No. 2 water-ballast tank as recommended on previous survey to have been carried out, and to our satisfaction, and to have proved effective. We are, therefore, of the opinion that, to the best of our knowledge and belief, the vessel is seaworthy and can proceed to her destination and elsewhere. We further recommend that the vessel be dry-docked at the first convenient opportunity for further examination."

These surveys were made by persons on the spot, appointed by Lloyd's agent at Mobile for the purpose, and no request seems to have been made for the attendance of the Surveyor to Lloyd's Registry, stationed at New Orleans, who attends at Mobile when required to do so. The Court is not satisfied that the surveys after the last stranding were properly made, as there was no evidence to show that the tank was entered and the cement inside and floors of the vessel examined.

3. Copies of the certificates given by the surveyors were admittedly received by the managers of the ship before the vessel arrived in New York on the 30th January, 1912. The master cabled the owners on the 5th September, 1911, as to the first stranding, and on the 21st September as to the second stranding and damage, confirming the same by letter, dated 21st September, 1911, received by the owners on 3rd October, 1911. Further letters were despatched by the master from the Plate on the 30th October, 10th and 16th November relating to fire-damage in the bunkers, and the giving-out again of the patch on No. 2 tank, and were received in due course by the owners. In addition, the owners appear to have received intimation as to the stranding and damage at Mobile from the charterers. It would appear that Lloyd's agent at Mobile did not inform Lloyd's Registry in this country of the stranding and subsequent surveys.

4. On the 5th December the master wrote to the owners from Colastine as follows:—"As Lloyd's reports in Mobile say that the ship has got to be docked at the first opportunity, will you please give me your advice on this matter on my arrival at New York, in case Lloyd's want to put the ship in dry dock to examine the bottom on account of the stranding." This letter, which was received by the owners on the 29th December, clearly indicates that the master considered that the Surveyor's report meant that the vessel should be dry-docked at the first opportunity—a view the master apparently shared, as he did not express a contrary view when writing to his owners, and subsequently, in a letter written to his wife from Chesapeake Bay on the 22nd February, 1912, stated that he "wanted the ship dry-docked in New York and the owners would not allow it." It is true the master did not make a specific request in so many words to the owners for the ship to be dry-docked in New York, and they, ignoring his request for advice, wrote to him on the 24th January, 1912, to New York, where the vessel was then lying, as follows:—"Dry Docking.—We cannot understand why you raise this point, as your present certificate of seaworthiness will be sufficient to bring you back to a final port in the U.K."

5. The vessel might first of all have been docked at Buenos Aires, where she arrived in ballast on 26th November. This, in the opinion of the Court, would have been the more prudent course to adopt, but the Court considers that the vessel ought certainly to have been dry-docked prior to her crossing the North Atlantic in mid-winter. This, however, was not done.

6. When the vessel left Baltimore on or about the 20th February, 1912—

(a) As the vessel had not been dry-docked, the Court is unable to say whether she was then and there in good and seaworthy condition as regards her hull. The equipment of the vessel was satisfactory.

(b) The vessel had the required freeboard.

(c) The cargo in the holds was properly loaded and secured, but the cargo of logs on deck, though "blocked and chocked," was not lashed.

(d) The deck-load was not, in the opinion of the Court, excessive.

(e) As laden, and having regard to the time of year, the vessel was, so far as a deck-load can be considered safe in winter, in safe trim for a voyage to Hamburg.

7. The vessel made water in the forepeak as she was proceeding down Chesapeake Bay on or about the 22nd February.

8. When the pilot left the vessel off Cape Henry, on or about the 22nd February, 1912, she was not in good and seaworthy condition as regards the hull. According to the sworn deposition of the pilot, made on the 8th August, 1912, the deck cargo was not lashed when he left the vessel. Having regard to the length of time which had elapsed since the occurrence, and to the fact that the pilot made no allusion to this in a sworn statement he made on the 4th June, 1912, the Court is not altogether prepared to accept his uncorroborated evidence that the deck-cargo was not lashed when he left the vessel off Cape Henry.

9. The Court is unable to definitely determine the cause of the vessel not having been heard of since passing Cape Henry on the 22nd February, 1912. She probably foundered during the heavy gales which prevailed on the east coast of the United States on the days immediately following her departure. The leaky condition of the forepeak and the non-securing of the deck cargo—assuming the pilot's statement on that point is to be relied upon—coupled with the probability of the vessel having received damage to her bottom as the result of the Mobile stranding, would all contribute to that result.

10. The Court, being unable to determine the actual cause of the loss of the "Mountoswald," cannot definitely attribute the disaster to any wrongful act or default on the part of the managers, Mr. George Lunn and Mr. John Maccoy, but considers that they, to say the least, committed a grave error of judgment in not having the ship dry-docked at New York.

The main points arising in this inquiry are:—

Firstly, Damage to No. 2 Tank-top.—In the opinion of the Court this was due directly to the stranding at Mobile. Such was evidently the opinion of the master, officers and engineers, as is evidenced by the documents put in, e.g., logs, protests, correspondence, &c., while there is nothing in the surveyors' reports to suggest any other cause. Probably the vessel's bottom was damaged, and the entries in the logs described the vessel as having been heavily strained. For the first time at the hearing was the suggestion made that the plates in the top of the tank had rusted and so given way. It is true that the Cuban sailor, Dugine, stated the top of the tank was "rotten" and might have been caused by rust.

But the Court did not place much reliance upon his evidence.

Secondly, Surveyors' Reports and Docking.—The Court was not satisfied that the surveys after the last stranding were properly made, as it did not appear that the tank was ever entered and the cement inside and floors of the vessel examined. As to the construction to be placed upon the final report, the owners, in their letter to the master on the 24th January, and in their evidence before the Court, contended that the words "or elsewhere" justified the vessel being brought to the United Kingdom without being dry-docked. That was evidently not the view of the master, who, brought into personal contact with the surveyors, would probably know what their actual intention was. The Court was of opinion that the vessel should have been dry-docked before crossing the North Atlantic in mid-winter, and that it was not prudent, in view of the recommendation of the surveyors, that "the vessel be dry-docked at the first convenient opportunity for further examination," and having regard to the safety of the ship and crew, to omit to take that necessary precaution. The Court could not accept the contention that the vessel was entitled to sail indefinitely and to cross the Atlantic without further examination, notwithstanding the fact, upon which the owners relied, that no water had apparently been made through the

skin of the ship during the voyage from Mobile to the Plate and thence to New York and Baltimore. From inquiries made at Lloyd's Registry in this country it would appear that they received no information from their agent at Mobile of the strandings and surveys. The master evidently expected that they would be reported, as is shown by his letter to the owners of the 5th December, 1911. The Court cannot understand this omission on the part of Lloyd's agent at Mobile. The damage received by the vessel at Buenos Aires on the previous voyage was duly reported.

Thirdly, Deck Cargo—Forepeak.—From the sworn depositions of the pilot made on the 8th August, 1912, it would appear that the deck cargo was not lashed when he left the vessel off Cape Henry. If that were so, it would show gross carelessness on the part of the master, but, as will be seen in the answer to the eighth question, the Court has some doubt on the point, and in this connection it may be noted, as indicating what had been the general practice, the log contains entries showing that the deck cargoes shipped at Mobile and Colastine were lashed by the crew before proceeding to sea. There was ample time to properly secure the cargo while coming down Chesapeake Bay. As to the forepeak, it was suggested that the leak was caused by the ice met with in Chesapeake Bay, but the Court, having regard to the statement of the pilot on that point, thinks it due more probably to some other cause. The amount of water in the forepeak was variously stated at "full" and "twelve feet." As already mentioned, the only way of clearing this water was by the use of the hand-pump, but the Court would not attach so much importance to the presence of this water were it not for the fact that the compartment was full of grain. Under these circumstances it would have been well had the master put into Hampton Roads for a survey, if necessary, as the pilot stated he advised, instead of proceeding to sea, and such indeed was the only prudent course for him to have adopted.

Fourthly, Master's Conduct.—During the hearing of the inquiry counsel for the owners strenuously raised the question of the master's behaviour while in command of the vessel, alleging that he was continually under the influence of drink, and inviting the Court to attribute the disaster to his conduct. The owners had complained to the master of his incurring unnecessary expense, and not keeping them in touch with the events of the voyage, informing him also that they had received disquieting news from the Plate of his personal habits while there and consequent neglect of the steamer's business.

They wrote to him to this effect on the 24th January, 1912, to New York, and he replied on the 2nd February that, as regarded his personal habits in the River Plate, he could not see what complaint anyone could make, as he had always attended to the ship's business in every way, and he should be able to explain matters personally when they arrived home better than he could in writing.

Two witnesses were called who spoke of having seen the master drunk—the Cuban sailor, Dugine, and the mess-room boy, Cotterell.

The former stated that the master was, more or less, under the influence of drink practically the whole time, and particularly that both the master and chief engineer were drunk on the bridge when the vessel was entering Mobile Bay, and that the master was also drunk when he visited him in the hospital at New York, and that the cook was drunk in Colastine. Cotterell said that he saw the master under the influence of drink in Havana, and that both the master and the chief engineer were drunk about the time of the first stranding off Mobile.

There can be no question as to the chief engineer's drunkenness, for medical certificates were produced to the effect that he was detained in the University Hospital, Baltimore, from the 16th to the 20th February, 1912, suffering from the effects of excessive drinking, and that he admitted he had been drinking heavily for about three weeks prior to his admission to the hospital. It appears, too, that he had attempted to jump overboard on the run from New York to Baltimore, as is related in a letter written by one of the ship's apprentices (William S. Hudson) to his father on the 18th February, who also states that the captain had to send for the ambulance in which to remove the chief engineer, who had never been seen sober during the time the vessel was in New York. In a second letter to his father, dated the 20th February, Hudson

says that the cook had been drunk the previous night and all that day, and that consequently he (Hudson) had been told off to take the cook's place in the galley. The Court was impressed with the frankness and truth of both these letters, and in neither of them is any mention made of drunkenness on the part of the master. On the 12th March, 1912, the Munson Steamship Line (the time-charterers), between whom and the owners of the "Mountoswald" litigation was pending at the time, wrote to Messrs. J. H. Winchester and Company, of New York (the owners' agents), as follows:—"Almost the entire personnel of the ship's crew, from master down, was incapable of properly conducting the ship's business, being more or less under the influence of liquor during the entire stay of the vessel in New York." . . . "During the stay of this vessel in New York the master seldom visited either this office or his ship, and could not be got in touch with at all. The officers who were on the ship, mates and engineers, were drunk most of the time."

Prior to the arrival of the "Mountoswald" in New York, the owners had written to their agents there, Messrs. J. H. Winchester and Company, asking them to keep their eye on the master and to cable them if they saw anything unsatisfactory in his conduct. On the 12th February Messrs. Winchester and Company wrote to the owners as follows:—

"Captain Stannard.—This gentleman has been with us for the last few days, and so far has shown every indication of being an able, sober master. He reports to the office each morning and gives us in detail what has happened the previous day at the vessel. We hardly think that he is the style of man that would drink hard or neglect his business, but if it should turn out that we have the wrong impression, and we think you ought to know of anything wrong, we will certainly cable you as requested." And again on the 20th February:—"You wrote us some time ago in reference to the captain, and while he was here we watched him very carefully, but at no time did he show any sign of drink; in fact, the last few days he was in port he had a great deal to do in arranging his crew matters and getting his ship's papers in shape. While we think he was sober during his stay in New York, we must admit that we do not think much of his executive ability as a captain of a vessel of the class of the 'Mountoswald,' for he seemed to have no authority over his men; the mate, we understand now, was drunk pretty much all the time he was in port, and things about the ship were rather slack. On top of this came a complaint from the Hamburg-American Line that the vessel arrived in Baltimore with water in her holds, and the vessel was as dirty as could be, and they have no doubt that the steamer made the trip from New York around to Baltimore with her hatches off. It seems to us the most careless piece of business on the part of the captain for a light ship to make a winter voyage in this manner, so while we think the captain was sober enough, we think it would be just as well to get a man with more authority over his crew than this fellow showed during his stay with us. We did not cable anything concerning his behaviour, as there was really nothing serious enough to remove the captain for; but we thought we had better write you as we have, so that you can use your own judgment as to his future with your organisation."

There was no evidence to show that the master was otherwise than sober when at, and after leaving, Baltimore. The superintendent of the Lorant Stevedore Company and of the Atlantic Transport Company, of Baltimore, who supervised the loading of the "Mountoswald" at Baltimore, stated in his deposition that the chief and second officer were alert and efficient officers, that the master was equally conscientious and efficient, and that the discipline of the "Mountoswald" generally was very good, while the pilot stated in his deposition that the discipline on board, so far as he could see during the three days he was on the vessel, was good.

The conclusion the Court arrived at upon the evidence, both oral and documentary, was that a considerable amount of drunkenness and a general lack of discipline existed on board the vessel, especially when she was in port. For this the master must be held largely responsible, but it is difficult to say to what extent the master himself was addicted to drink. Possibly he gave way occasionally to intemperance, but there is no reliable evidence to show that he was drinking to excess while in New York and Baltimore,

and the evidence of the pilot points to the fact that there was no drunkenness, or want of discipline, on board when the vessel left Baltimore. In communicating, as they did, with their New York agents, as to the rumours they had received concerning the master, the owners appear to have acted with due precaution; but it must be obvious that, in proportion as they had any doubt whatever as to the master's sobriety and competence, so did their own responsibility for the safety of the ship and crew increase.

The Court acknowledges the assistance it received from the owners, who freely placed at its disposal all documents and papers likely to throw any light upon the subject of the inquiry.

Having come to the conclusion that the "Mountoswald" ought, in the circumstances, to have been dry-docked in New York, the Court had to consider to what extent the owners were blameworthy for not having adopted that course. Bearing in mind the con-

struction the owners say they placed upon the expression "or elsewhere" in the surveyor's report, and their contention that no damage was caused by the stranding, the Court, being unable to determine the actual cause of the loss of the vessel, came to the conclusion that the owners were not in default, and had committed an error of judgment only in not having the vessel dry-docked.

FREDERICK PAGE, }
D. T. HOBKIRK, } Justices.

We concur.

C. B. GRAVES, }
L. WOOD BAYLDON, } Assessors.

(Issued in London by the Board of Trade on the
22nd day of August, 1913.)