

(No. 3169.)

“CASTLETON” (S.S.)

The Merchant Shipping Acts, 1854 to 1876.

IN the matter of the formal Investigation held at Cardiff on the 15th of February 1887, before H. C. ROTHERY, Esquire, Wreck Commissioner, assisted by Admiral PICKARD and Captain COSENS, as Assessors, into the circumstances attending the supposed loss of the steamship “CASTLETON,” of Cardiff, with a crew of 23 hands, in the Bristol Channel, whilst on a voyage from Cardiff to St. Lucia in October last.

Report of Court.

The Court, having carefully inquired into the circumstances of the above-mentioned shipping casualty, finds, for the reasons annexed, that when the said vessel left the Penarth Docks on her last voyage she was in a good and seaworthy condition so far as her hull and equipments were concerned; that her cargo was properly stowed, and her deck openings properly covered and secured, but that she was too deeply laden, which would render her less capable of contending against the violent gale which she no doubt encountered at the mouth of the Bristol Channel on the 15th—16th of October last, and in which she was no doubt lost, together with all hands.

The Court makes no order as to costs.

Dated this 15th day of February 1887.

(Signed) H. C. ROTHERY,
Wreck Commissioner.

We concur in the above report.

(Signed) BENJ. S. PICKARD, } Assessors.
WILLIAM COSENS, }

Annex to the Report.

This case was heard at Cardiff on the 15th of February instant, when Mr. Howard Smith appeared for the Board of Trade, Mr. Stephens for the owners of the “Castleton,” and Mr. Carpmael for the Royal Mail Steam Packet Company, the owners of the cargo. Seven witnesses having been produced by the Board of Trade and examined, Mr. Howard Smith handed in a statement of the questions upon which the Board of Trade desired the opinion of the Court. A witness having then been produced on behalf of the owners, Mr. Carpmael and Mr. Stephens addressed the Court on behalf of their respective parties, and Mr. Howard Smith having been heard in reply, the Court proceeded to give judgment on the questions upon which its opinion had been asked. The circumstances of the case are as follow:—

The “Castleton” was an iron screw steamship belonging to the Port of Cardiff, of 1,751 tons gross and 1,149 tons net register, and was fitted with engines of 200 horse-power. She was built at Wallsend-on-Tyne in the year 1879, and at the time of her loss was the property of Mr. Matthew Cope, of Bute Crescent, Cardiff, and others, Mr. Cope being the managing owner. She left the Penarth Docks at about 8 a.m. of the 14th of October last, with a cargo of 1,924 tons of coal, besides 510 tons in her bunkers, and a crew of 23 hands all told, and in charge of a duly licensed pilot, bound to St. Lucia, in the West Indies. On getting out of the dock she anchored in the Roads, where she remained for some 3 or 4 hours waiting for the master; and on his coming on board she proceeded down the river, and at 2 p.m. the pilot left her just about Breaksea Point. From that time she has not been seen, and as she has never reached her destination, there can be little doubt that she was lost with all hands.

These being the facts of the case, the first question upon which our opinion has been asked is, “Whether,

“when the vessel left Cardiff, she was in all respects “in good and seaworthy condition, so far as regards “her hull and equipment?” The vessel, it appears, was built under special survey, and, having been launched in the year 1879, was thereupon classed 100 A 1 at Lloyd’s. In 1884 she passed her No. 1 survey, when we are told that a sum of about 750*l.* was spent upon her. In 1885 she was under repair for damage sustained by grounding at Las Palmas, one of the Canary group, and a sum of 3,839*l.* was then spent upon her. In September 1886, just previous to her departure on her last voyage, she was put on the gridiron at Cardiff, and a sum of about 500*l.* was spent upon her; and at the same time she was surveyed by Lloyd’s, and was continued in her class. There would, therefore, seem to be no reason to suppose that she was not, when she left in October last, in a thoroughly good and seaworthy condition, so far, at any rate, as her hull and equipments are concerned.

The second question which we are asked is, “Whether “her hatchways, ventilators, and all other deck openings were properly covered and secured?” The pilot told us that they had to bring up for some 3 or 4 hours in Cardiff Roads waiting for the captain; and that during that time all the hatchways, ventilators, and other deck openings appear to have been properly covered and secured.

The third question which we are asked is, “Whether “the cargo was properly stowed and secured from “shifting?” The stevedore told us that the lower hold was quite full of coal from end to end, but that in the ‘tween decks there was an empty space left at each end capable of containing some 30 or 40 tons. He also stated that forward of the engine-room space there were shifting boards both in the lower hold as well as the ‘tween decks, extending from the upper deck down to the keelson. In the after hold there were no shifting boards, but they are not so much required there as in the fore holds, owing to the tunnel which runs down the centre. So far as appears, therefore, the cargo was properly stowed, and all proper precautions taken to prevent it from shifting.

The fourth question which we are asked is, “Whether “she was overladen, and whether, as laden, she had “sufficient stability.” This is the most important question with which we have to deal in this case. She had, as I have stated, 1,924 tons of coal as cargo, and 510 tons in her bunkers, making a total dead weight of 2,434 tons. It was said by her owner that she had often before carried heavier cargoes of coal, and that consequently she could not have been overladen. But this does not necessarily follow, for in the first place we are told that, when she left on her last voyage, she had a large quantity of spare stores and equipments, for instance, two spare crank shafts, a spare propeller, and a spare tail shaft, besides a number of other things, valued by the owner at about 2000*l.*, all of which would add considerably to the weight on board; and in the second place, being 7 years old, she would be heavier in the water, and consequently less capable of carrying so large a cargo, as she might have done when first launched. Let us see, however, what with this cargo on board was her draft, and what her freeboard. It would seem, from the evidence of Mr. Davis, the builder, that the load line was out into the ship’s side at a depth of 4 feet 6 inches below the upper line of the deck; and both Mr. Cope, the owner, as well as his overlooker, Mr. Plews, have told us that its position had never been altered, and, if so, the centre of the disc must have been 4 feet 6 inches below the deck line when she left Cardiff. This, however, would at first sight appear to be inconsistent with the statement contained in the ship’s articles, that it was at 4 feet 3 inches below the deck, but we were told by Mr. Plews that, for the purposes of the agreement with the crew, the measurement was, he believes, taken from the water-way, and not from the upper line of the deck, which might account for the difference of three inches. I think, therefore, that we are justified in assuming the load line to have been put at 4 feet 6 inches. Now Mr. Hallett, the outdoor superintendent to Messrs. Davis and Co., the shippers of the cargo, was not able to tell us whether the load line was above or below the water when she left Penarth Dock, but he had taken the vessel’s draft, and had made a note of it at the time; and he said that it was 21 feet 7 inches forward, and 21 feet 9 inches aft,

giving her a mean draft of 21 feet 8 inches. To estimate then the amount of freeboard that this would give her, we have the evidence of the builder, Mr. Davis, who stated that her moulded depth at the lowest exposed part of the upper deck was 24 feet 1 inch, that the thickness of the deck was 4 inches, and the depth of the keel $9\frac{1}{2}$ inches, or a total of 25 feet $2\frac{1}{2}$ inches; to which he added for the sheer from the lowest exposed part of the deck to the middle of the length of the ship, where the disc would be, 6 inches, making the total depth at side, where the disc was, 25 feet $8\frac{1}{2}$ inches. Deducting therefrom the mean draft of 21 feet 8 inches, that would leave a freeboard of 4 feet and half an inch at the centre of the disc. Mr. Sloggett, the Engineer and Shipwright Surveyor to the Board of Trade, in making his calculations had taken the same dimensions for the moulded depth, the thickness of the deck, and the depth of the keel, but he had assumed the lowest point of the deck to be at the middle of the length of the vessel, and had thus made the total depth at side to be only 25 feet $2\frac{1}{2}$, omitting the allowance of 6 inches for sheer, and he had thus come to the conclusion that she would have a freeboard of only 3 feet $6\frac{1}{2}$ inches, and not 4 feet and half an inch. But I think that we are bound to accept Mr. Davis' evidence on this point, as he made the plans and built the ship; and he told us that the midship section was always taken, not at the middle of the length of the vessel, but at the lowest point of the deck. We must take it then that with a mean draft of 21 feet 8, she would have a freeboard of 4 feet and half an inch at the disc and 3 feet $6\frac{1}{2}$ inches at the lowest exposed part of the deck, which we were told was about 30 feet abaft of the centre and nearly abreast of the mainmast. As, however, the water in the Penarth Docks is brackish, having a density of 1018 as against 1000 for fresh water and 1025 for salt water, we should have to add about $1\frac{1}{2}$ inches for the rise on her getting out to sea, making the freeboard at the disc 4 feet 2 inches and at the lowest exposed point of the deck 3 feet 8 inches. Now would this be a sufficient freeboard for her? Mr. Sloggett has told us—and the correctness of his calculations has not been disputed by the owner—that by the existing rules, which have been approved of by the Board of Trade as well as by Lloyd's, the minimum freeboard which this vessel should have had for a summer voyage was 4 feet 3 inches, and for a winter voyage, which this was, 4 feet 6 inches, and for a North Atlantic voyage 4 feet 10 inches. With a freeboard then of 4 feet 2 inches, it is clear that it was insufficient. But a Mr. John Thomas, the foreman of the Troedylien Colliery, belonging to Mr. Cope, the owner of the "Castleton," has been produced to-day, and has told us that, owing to the absence of Mr. Cope and of his overlooker, Mr. Plews, he was instructed by the firm to go to Penarth and see that the bunker-coal, which had come from Mr. Cope's colliery, was put into her, and that on the morning that she left he went down and saw her go out of the dock. According to his evidence, she then drew 21 feet 6 inches forward and 21 feet 7 inches aft, giving her a mean of 21 feet $6\frac{1}{2}$ inches; and the centre of the disc was half an inch to an inch out of the water, giving her therefore a freeboard of 4 feet $6\frac{1}{2}$ inches. But if the draft and the freeboard be added together, it would give her a total depth of side in the way of the disc of 26 feet 1 inch; whereas, according to Mr. Davis, she had, even allowing for the 6 inches of sheer, a depth of side of only 25 feet $8\frac{1}{2}$ inches at that point. It is clear therefore that Thomas' figures are not to be relied on; she could not have had at the same time a mean draft of 21 feet $6\frac{1}{2}$ inches and a freeboard of 4 feet $6\frac{1}{2}$ inches. Mr. Thomas told us that he had not made any note at the time either of the draft or of the freeboard, and that he had never thought of the matter from that time, now some four months since, until this morning, when he was asked to come and give evidence on the point, and he immediately remembered that she drew 21 feet 6 inches forward and 21 feet 7 inches aft, and that the centre of the disc was half an inch or an inch out of water. It may be indeed that what Mr. Thomas saw was not the centre of the disc but the top of the disc about half an inch out of water, thus giving her a freeboard of 4 feet and half an inch, and, if so, his evidence would agree with that of Mr. Hallet and of Mr. Davis, the builder of the vessel. But be this as it may, we cannot accept Mr. Thomas' evidence in preference to that given by the other two gentlemen;

and we must therefore hold that her freeboard when she got into salt water at the disc was 4 feet 2 inches, whereas it should have been at the very least 4 feet 6 inches. Now a difference of 4 inches in this vessel's freeboard would make a difference of 72 tons in the weight of the cargo, her displacement at that draft being about 18 tons to the inch; and, as every seaman knows, an additional weight of some 72 tons would be quite sufficient to make the difference between a seaworthy and unseaworthy vessel. In our opinion the "Castleton," when she left Penarth Dock on her last voyage, was considerably overladen. There is no evidence however to shew that she had not sufficient stability.

The fifth question which we are asked is, "What was the cost of the vessel to her owner?" Mr. Cope has told us that the contract price for her was 26,237*l.*, and that with extras she cost 26,700*l.*

The sixth question which we are asked is, "What was her value when she left Cardiff?" Mr. Cope has told us that he put her value at the sum of 26,000*l.*; but this is obviously a grossly exaggerated estimate to put upon her, seeing that she had cost originally only 26,700*l.* and that she was now 7 years old. We doubt very much whether at the present time she would have been worth much more than 10*l.* a ton on her gross tonnage, or about 17,000*l.* or 18,000*l.*

The seventh question which we are asked is, "What were the insurances effected, and how were they apportioned?" Mr. Cope told us that the hull and machinery were insured for 26,000*l.*, being the amount for which she had been insured from the beginning, no allowance having been made for depreciation during the seven years she had been running. Mr. Cope said that this had been done by the express directions of the shareholders, with the view to their being recouped in the full amount which they had spent upon her in case she should be lost. It seems, however, that the freight and outfit had been insured for 2,000*l.* but that that insurance had been allowed to drop about 2 or 3 years ago. On the present occasion the freight, we are told, was 817*l.* 14*s.*, of which 272*l.* 11*s.* 4*d.* had been advanced, leaving a balance of 545*l.* 2*s.* 8*d.* to be received on the delivery of the cargo, but this was not insured.

The last question which we are asked is, "What, in the opinion of the Court, is the cause of the loss of the vessel?" It seems that information having been received by the owner that portions of the vessel had been washed ashore in Bideford Bay, Mr. Plews, the overlooker, went there on the 25th or 26th of October, and there found some 40 or 50 feet of the main rail, which he identified as having belonged to the "Castleton" from a heading round the inside, also portions of her two lifeboats and gig, besides a lot of other wreckage belonging to her, and strewn along the shore from Westward-Ho to Appledore, as well as up the Bideford River. We have, therefore, little doubt that she must have been lost with all hands during the severe gales which prevailed on these coasts during the 15th and 16th of October last. There can also be little doubt that, loaded as she was, she would have had less power of resisting the force of that gale than if she had been less heavily laden. Whether, indeed, if she had been more lightly laden she would have ridden out the gale it is utterly impossible for us to say, seeing that other vessels not too deeply laden have gone down in that gale.

After the judgment, Mr. Howard Smith asked that the owner should be condemned in a portion of the costs of this inquiry. Seeing, however, that with such a large loss of life an inquiry would always have taken place, and that Mr. Cope has not by his conduct in these proceedings caused any increase in the expenses, the Court, following its invariable practice, will not condemn him in any portion of the costs. If in sending this vessel to sea overladen and in an unseaworthy condition Mr. Cope has incurred any penalties or responsibilities, the Court will not, by condemning him in costs, do anything which it might be thought would relieve him from the consequences of his acts and defaults.

(Signed) H. C. ROTHERY,
Wreck Commissioner.

We concur.

(Signed) BENJ. S. PICKARD, } Assessors.
WILLIAM COSENS, }

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The Merch

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The Court, in
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Dated this 16th

(Signed)

We concur

(Signed)

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