

(No. 4870.)

"ALLONBY" (S.S.)

The Merchant Shipping Acts, 1854 to 1887.

IN the matter of a formal Investigation held at the Town Hall, Cardiff, on the 16th, 17th, and 19th days of February 1894, before THOMAS WILLIAM LEWIS, Esquire, Stipendiary Magistrate, assisted by Captain A. ANDERSON, Captain KIDDLE, R.N., and Captain BROOKS, as Assessors, into the circumstances attending the loss of the steamship "ALLONBY," of Cardiff, through foundering off Ushant, on the 11th January 1894, whereby eleven lives were lost.

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 same was due to her broaching to, resulting in her shipping a heavy sea which stove in the hatches of No. 1 hatchway, and the water so pouring into the hold causing her to founder. Eleven hands were drowned. The Court finds the master, David Dee, in default, for not causing the steam steering gear to be immediately put in working order, for not seeing that the life-belts were accessible to the crew, and for not taking proper precautions to ensure the security of the battens and wedges of No. 1 hatchway. The Court severely censures the master for these defaults, but does not deal with his certificate.

Dated this 20th day of February 1894.

(Signed)

T. W. LEWIS, Judge.

We concur in the above report.

(Signed)

ABSM. ANDERSON,

JAMES KIDDLE,

Assessors.

EDWARD BROOKS,

#### Annex to the Report.

This case was heard at the Town Hall, Cardiff, on the 16th, 17th, and 19th days of February 1894.

Mr. Arthur Lewis appeared as counsel for the Board of Trade, and Mr. J. P. Ingledew on behalf of the owners and master of the ship.

Nine witnesses were called on behalf of the Board of Trade, and certain questions were then submitted for the opinion of the Court, and it was stated by Mr. Lewis that in the opinion of the Board of Trade the certificate of the master should be dealt with.

Mr. Ingledew having been heard on behalf of the owners and master, and Mr. Lewis having addressed the Court in reply, the Court proceeded to deliver its judgment.

The "Allonby," official No. 90,304, was an iron screw steamship, built at Sunderland in 1884, of 1212.30 tons gross, and 763.44 tons registered tonnage. She had two compound surface-condensing engines of 140 horse-power combined. She was owned by the Allonby Steamship Company, Limited, of the Exchange, Cardiff, Mr. Thomas Joseph Callaghan, of the same place, being the manager of the vessel.

She was registered at the Port of Cardiff. She was 240 ft. in length, 34 ft. in width, and 15 ft. in depth. She was a well-decked vessel, with bulwarks 4 ft. 6 in. in height, the fore well being 70 ft. in length.

There were four hatchways in the deck, with coamings 3 ft. 6 in. in height, two of which were in the fore well. There was also a trimming hatch forward of the bridge bulkhead about 6 ft. by 3 ft. in addition to these openings, there were in the fore part of the ship two ventilators,

one abaft the forecastle at the forward part of No. 1 hatch, the other on the port side near the bridge. In the after part there were two other ventilators, one at the after end of the bridge, and the other at the after part of No. 4 hatch. These ventilators were 18 in. in diameter, and were fitted with cowls about 6 ft. high; the apertures, when the cowls were unshipped, being filled by wooden plugs covered with tarpaulins.

To free the deck from water she had in the fore well five ports on each side, about 2 ft. square, with hinged flaps closing downwards. In addition to the usual wheel amidships, and one wheel aft, the vessel was fitted with steam steering gear.

She carried two lifeboats and a jolly-boat, stowed on chocks under davits. These boats are described as being in good condition, and fitted with all the necessary appliances.

The "Allonby" left Barry Dock, near Cardiff, bound for Les Sables d'Olonne, with a cargo of about 1,600 tons of coal, and a crew of 17 hands all told, at 7 p.m. on the 8th of January last. When about to leave the dock her draught of water was found by a Board of Trade boatman to be 14 ft. 8 in. fore and aft, and he saw that her winter load-mark was two inches clear of the water level.

The ship at this time seems to have been well found, and as regards her hull and equipments in good and seaworthy condition.

She had been put into dry dock at Newport in November and December last, and repairs, the cost of which amounted to 689l. 2s. 6d., were done to her. The life-boats were on this occasion thoroughly overhauled, and the hatchways were also attended to, and new tarpaulin covers provided for them.

On leaving Barry the hatchways were all closed and securely battened down.

All went well until the 9th. At 7 p.m. on that day they were abreast of the Wolf, and the weather was getting bad, with the wind blowing from the southward and a heavy head sea. The wind kept increasing in force from that time. At 9.30 p.m. on the 10th, they were off Ushant, distant 12 miles, the speed of the ship being about three knots, while the engines were kept at full speed. From the time of leaving the Wolf the course was S. by W. 1/2 W. magnetic. At 9.30 p.m. the course was altered to S. 1/2 W., and that was kept until 4 a.m. of the 11th. Ahmen Light was sighted at 1 a.m. on the 11th, and at 4.30 a.m. bore E.S.E., distant 12 miles. Then the course was altered to S.S.E. The wind at this time was shifting from S. to S.S.W. to W.N.W. The weather is described by the master as very stormy, with a heavy, confused sea.

The vessel was making at this time about six knots through the water.

At 6 a.m., the vessel heading S.S.E., and the wind being on her starboard quarter, she broached to, and shipped a heavy sea by the fore rigging on the starboard side and between No. 1 and No. 2 hatchways, filling the well deck.

In a few minutes it was seen that the ship was going down by the head.

The master was at the time on the bridge, where he had been since 5 p.m. the previous evening, and he saw not only that the ship was going down, but that No. 1 hatch was stove in. He caused all hands to be called up, and ordered the boats to be got out.

The chief engineer, two A.B.'s, and a fireman got into the port life-boat, and as the ship went down the boat was washed off the chocks. The master also was swept off the bridge. He got hold of some wreckage, and he and a fireman were picked up by the life-boat. Eleven of the crew were drowned. The survivors were in the life-boat some six hours, during which time the weather moderated, and were picked up by the French steamer "Biscaye," on board of which they received the utmost attention and kindness, and were landed by her at Cardiff on the 12th January.

The names of the eleven men who perished were:— J. F. Lensdale, mate; E. Lullick, 2nd mate; Thomas James, steward; J. Rasmussen, boatswain; E. Young, 2nd engineer; Arthur

Wyatt, A.B.; — Sweden, A.B.; J. Doun, fireman; F. Stereopulus, fireman; Pandate Pandler, fireman: and Cost Meliles.

The ship is said by all the witnesses to have steered very badly, and this was attributed to her construction— a very flat bottom, no keel, and bluff bow. By way of remedy her rudder had been made larger by the owners.

On a recent voyage to Havre she was loaded in a different way, not on an even keel as on this last voyage, but so that she was about a foot by the stern. She is said to have behaved better on the Havre voyage, and this was doubtless due to the way in which she was loaded. She is described as yawing as much as from 3 to 4 points under hand steering gear.

If steam steering gear had been used the defect would no doubt have been materially lessened. It unfortunately happened that the steam gear became unworkable at 7 p.m. on the 10th. It was at once reported to the master by the chief engineer, but after a brief consultation it was decided to let the matter stand over until the morning; during the remainder of the time two men had to be kept at the wheel, with a third standing by.

The first question which we were asked was:—

Whether, having regard to the construction of the vessel and to her long well deck, the hatchways were properly and sufficiently covered and protected, and whether the fore and after and the hatches of No. 1 hatchway were sufficient for the purpose.

The hatchways were covered with hatches of spruce of from 2 1/2 to 3" in thickness, supported by heavy oak fore and afters resting in sockets riveted on the ends of the hatchways.

Their dimensions were as follows:—No. 1, 11 ft. 6 in. by 12 ft. 6 in.; No. 2, 23 ft. by 12 ft.; No. 3, 19 ft. 2 in. by 12 ft.; No. 4, 15 ft. 4 in. by 12 ft. All the hatches, except on No. 1 hatchway, had, in addition to the fore and after, a cross iron beam which were secured by iron bolts of 5/8" in diameter. The hatches were covered each with two new tarpaulins, secured by iron battens and wooden wedges.

The engineer and marine superintendent of the ship, the workmen engaged in November and December last in repairing her, and also the master, testified to the hatches and hatchways being in every respect in good order and condition.

When the ship's repairs were near completion in December last, Captain Trail, a Board of Trade Surveyor, visited her several times, and made requisitions which were duly complied with.

Having regard to the foregoing circumstances, and at the same time duly considering the construction of the vessel and the length of her well deck, the Court is not prepared to find that the hatchways were not properly and sufficiently covered and protected, or that the fore and after of No. 1 hatchway were insufficient for the purpose.

The next question put to us was—

Whether when the vessel left Barry she was in good sea-going trim and fore and aft trim?

When the vessel left Barry at 7 p.m. on the 8th January last, she was loaded with about 1,612 tons of coal— 90 tons being bunkers and the cargo being small coal.

As she was going down the dock to proceed to sea, her draft, freeboard, and disc, were carefully noted by a Board of Trade boatman, acting in discharge of the general duties assigned to him. Her draft was 14 ft. 8 in. fore and aft, and she was on an even keel.

Her freeboard was 1 ft. 9 in., and the bar of the disc —indicating winter freeboard—was 2" clear.

The master stated in his evidence that he had received instructions from his owners to load her on an even keel. He stated that she did not steer so well thus loaded as on the previous voyage, when she was about a foot by the stern. The difference in the steering being due, in his opinion, to the heavy weather experienced in the last voyage. The witnesses were all agreed that at all times she was a bad steering vessel, but whether her extra bad steering

qualities on the last voyage were due to the heavy weather or to her trim, the Court is, on the evidence, unable confidently to determine, but inclines to the opinion, based on experience of vessels of similar construction, that being loaded on an even keel she was not in good sea-going trim.

The third question was—

Whether she carried the life-saving apparatus required by the Life Saving Appliances Act of 1888, and whether the same were readily accessible to the crew?

3. The requisite boats and life buoys, in conformity with the Merchant Shipping (Life Saving Appliances) Act, 1888, were indisputably carried by the "Allonby." And there is presumptive evidence that she also carried the requisite number of life-belts, and that they were in good condition.

But the latter, although presumably ready for use— in the sense that their condition was suitable—were not ready for use in respect of being so placed as to be readily accessible and available to those for whom they were intended.

On the 21st December 1893, 18 life-belts were produced from a locker in the cabin amidships for the inspection of Captain Whall, a Board of Trade Surveyor at Barry, and the mate at the same time informed him that it was customary on the ship to serve out the lifebelts when proceeding to sea.

The master stated he did not know what life-belts were distributed amongst the crew, or what number they had on board, but that he had been informed by the 2nd mate, on the voyage preceding the last, that life-belts were distributed amongst the crew, and that on that voyage, but not afterwards, he had seen three in his own cabin and one each with the mate, 2nd mate, and steward.

The engineer stated that he, the 2nd engineer, and the donkeyman, had each a life belt during the last voyage. William Dark, A.B., stated that he with 5 others were berthed forward, and that he saw no life belts there, nor had he seen any on the ship.

George Turner, an A.B., stated that he had seen life belts in the cabin during the summer of 1893, but not since. Hence, although there is no ground for supposing that the life belts inspected by Captain Whall in December had been removed from the ship in the interval before the last voyage, it is clear, on the evidence adduced, that three belts only were seen on the last voyage, and that there were none so placed as to be readily accessible to the crew who were berthed forward.

Also that on the last voyage the master did not distribute or direct a distribution of belts, nor did he enquire as to the number or accessibility of the belts he had on board.

These omissions constitute a grave dereliction of duty on the part of the master.

It may not unreasonably be assumed that if the provisions of the Act had been complied with by placing the life belts in positions readily accessible to all persons on board, more lives might have been saved. And the Court recommends that the attention of masters generally should be urgently directed to the provisions of the Act, and to the very heavy penalties they incur for non-compliance therewith.

The fourth question was, What was the cause of the casualty and loss of life?

4. The cause of the casualty was the "broaching to" of the vessel, resulting in her shipping a heavy sea, which stove in the hatches of No. 1 hatchway, and the water so pouring into the hold. In a few minutes, all hands having been summoned on deck by the master, the vessel went down by the head, and the eleven men who were engaged in clearing away, but had not freed, the starboard lifeboat, were drowned.

The next question we were asked was, Whether, having regard to the frequent seas shipped on the well deck during the 9th, 10th, and morning of the 11th January, due precautions were taken to examine the battens and wedges of No. 1 hatchway with a view to prevent their being carried away and to ensure their stability?

5. Observations of the battens and wedges of No. 1 hatchway were, by order of the 2nd mate, made by the A.B's as they passed and repassed between the bridge and the forecastle on the night of the 10th and the morning of the 11th January. But such observations do not appear to have been more minute than casual and passing glances by the men as they hastened and watched opportunity to avoid the seas breaking on the fore well. Having regard to the large quantity of water breaking on to the fore well, closer and more frequent attention should have been paid to the condition of the battens and wedges of the hatchways.

The last question submitted was, Whether she was navigated with proper and seamanlike care, and finally, Whether the master was in default?

6. The actual navigation of the vessel was conducted with proper and seamanlike care, but, as above stated, the master did not comply with the provisions of the Act as to life-saving appliances, nor did he (as above stated) take the precautions that were necessary to insure the security of the battens and wedges of No. 1 hatchway. Having regard also to the admittedly bad steering qualities of the vessel, the master ought, on the night of the 10th January, when his steam steering gear became unworkable, at once to have ordered its being put into working order.

On the other hand, when his vessel, lashed by a high and confused sea, was rapidly sinking, the master stood at his post on the bridge directing the operations of his crew until the vessel sunk beneath him, and he was plunged into the sea.

In a moment of great peril he displayed calmness, courage, devotion to duty, and anxiety for the safety of his crew rather than for his own.

The Court, giving the master full credit for his admirable qualities, is nevertheless constrained to find him in default, and severely censures him for his acts of neglect above mentioned.

(Signed)

T. W. LEWIS.

ABSM. ANDERSON,

JAMES KIDDLE,

Assessors.

EDWARD BROOKS,