

No. 7908.

S.S. "KENTBROOK."

## THE MERCHANT SHIPPING ACT, 1894.

## REPORT OF COURT

In the matter of a Formal Investigation held at the Institution of Civil Engineers, Great George Street, Westminster, on the 21st, 22nd, 23rd and 26th days of October and the 5th of November, 1936, before Walter Hedley, Esq., D.S.O., K.C., one of the Magistrates of the Police Courts of the Metropolis, assisted by Captain A. E. Dodd, Captain A. L. Gordon and A. M. Robb, Esq., D.Sc., M.I.N.A., into the circumstances attending the loss of the s.s. "Kentbrook" (Official No. 115,631) of London, in the English Channel between the 27th and 31st days of December, 1935, whilst on a voyage from Plymouth to Portsmouth.

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 cause of the loss of the "Kentbrook" must remain unknown and can only be a matter of conjecture.

The Questions submitted by the Board of Trade have been carefully considered by the Court and are answered as follows:—

*Questions and Answers.*

1. Q. What was the original name of the steamer "Kentbrook"?

A. The original name of the steamer was "Abbot".

2. Q. When and by whom was (a) the vessel built; (b) the vessel's boiler constructed?

A. (a) The vessel was built in 1903 by Messrs. J. Fullerton and Co., Ltd., Paisley; (b) the boiler of the vessel was built in 1903 by Messrs. Lindsay, Burnet & Co., Ltd., Govan.

3. Q. When was the vessel bought by the Brook Steamship Co.?

A. The vessel was bought by the Brook Steamship Co., on the 11th July, 1935.

4. Q. What was her purchase price?

A. The purchase price was £750.

5. Q. What was the value of the vessel when she left Plymouth on the 26th December, 1935? What was the amount of the insurance then in force on, and in connection with, the vessel?

A. The owner assessed the value of the ship as £1,250, this figure being based on a knowledge of the trend of prices for similar ships. The ship was insured for £1,100; the freight for £100; and the premiums for £200.

6. Q. Who were the charterers of the vessel when she left Plymouth on the 26th December, 1935?

A. The vessel was under time charter to the Plymouth, Channel Islands and Brittany Steamship Co., Ltd., who had, in turn, arranged a voyage charter with Messrs. F. J. Moore, Ltd., Quarry Owners of Plymouth.

7. Q. What cargo was laden on board the vessel at Plymouth before she left on the 26th December, 1935?

A. The cargo consisted of 120 tons of  $\frac{3}{4}$  inch limestone chippings loaded down No. 1 hatch, and 140 tons of  $2\frac{1}{2}$  inch limestone chippings loaded down No. 2 hatch.

8. Q. Was the cargo laden at Plymouth on that occasion properly and securely stowed and trimmed?

A. The cargo was properly stowed and trimmed. Comments on this matter are made in the Annex.

9. Q. Was the cargo laden at Plymouth of a nature which rendered it liable to shift unless it was properly stowed and trimmed?

A. Yes, subject to comments on this Answer that are made in the Annex.

10. Q. Who was responsible for the proper and safe stowage and trimming of the cargo?

A. Under the terms of the voyage charter party the shippers, Messrs. F. J. Moore, Ltd., were responsible for the trimming of the cargo, but this

responsibility could have been exercised only under the authority of the master of the ship with whom remained ultimate responsibility for safe loading.

11. Q. When the vessel left Plymouth on the 26th December, 1935, (a) was she in good and seaworthy condition as regards hull and equipment? (b) was she properly supplied with boats, life-saving appliances and distress signals? (c) were the hatchways covered and adequately protected and secured? (d) were the hatch covers sufficient and in good condition? (e) were the tarpaulins and battening down appliances in good condition and sufficient for the purpose of the intended voyage?

A. (a) The vessel was in good and seaworthy condition as regards hull and equipment; comments on minor and immaterial defects are made in the Annex. (b) The vessel was properly supplied with boats, life-saving appliances and distress signals. (c) The available evidence indicates that No. 1 hatch had been covered and adequately protected and secured by the time the loading had been completed in Pophlett Creek at about 5 p.m., and that No. 2 hatch was then being covered. There is no direct evidence to show that the covering of No. 2 hatch had not been completed when the vessel passed out of Plymouth Harbour at about 10 p.m. but it is, in our opinion, fair to assume that it had been properly completed before she put to sea in view of the time that had elapsed since the pilot left her. (d) The hatch covers were sufficient and in good condition. (e) A new tarpaulin for each hatch, also a number of wedges, had been supplied during the month of December; the hatch fittings were in good order and in accordance with regulations, and spare hatch covers were carried on board. The tarpaulins and battening down appliances were sufficient for the intended voyage.

12. Q. Was the vessel upright when she left Plymouth on the 26th December, 1935? If not, what list had she and in which direction? Had this list any, and if so what, effect in causing the casualty?

A. The vessel was upright when she left Plymouth.

13. Q. What were the draughts fore and aft when she left Plymouth?

A. The draughts fore and aft seem to have been about 10 ft. and 11 ft. respectively. Considerations underlying this Answer are outlined in the Annex.

14. Q. Was the mean draught which the vessel had when she left Plymouth safe and proper having regard to all the circumstances of the voyage which she was about to undertake?

A. The mean draught was less than the amount prescribed by load line regulations.

15. Q. When the vessel left Plymouth had she safe stability assuming that her cargo had been properly stowed and trimmed?

A. The vessel had adequate stability when she left Plymouth.

16. Q. When the vessel left Plymouth on the 26th December, 1935, was all the cargo so loaded and trimmed as to render her in a safe and seaworthy condition from the point of view of stability?

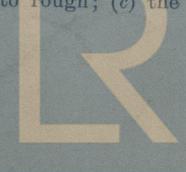
A. The cargo was so loaded and trimmed as to render the ship safe and seaworthy from the point of view of stability.

17. Q. When did the vessel leave Plymouth on the 26th December, 1935?

A. The vessel passed the outer breakwater of Plymouth Harbour at 10.02 p.m.

18. Q. What was the state of (a) the weather, (b) the sea, (c) the wind, when the vessel left Plymouth on the 26th December, 1935?

A. When the vessel left Plymouth (a) the weather was cloudy, becoming overcast and squally with rain in the direction of the voyage; (b) the sea was moderate to rough; (c) the wind was about force 6,



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with squalls, generally from S.S.W. backing through S. to S.S.E.

19. Q. For what port was the vessel bound when she left Plymouth?

A. The vessel was bound for Portsmouth.

20. Q. Was any, and if so what, wreckage from the vessel picked up and brought ashore? If so, when and where was it picked up?

A. Some hatch covers and portions of the flying bridge were picked up at Abbotsbury and Langton Herring on the coast of Dorsetshire, West of Portland Bill. In addition the mast of a lifeboat, two cork lifebuoys, a dozen red flares, and a piece of timber which may have been the ridge pole from a lifeboat were also found at Abbotsbury. All the wreckage was found on the 31st December, or thereabouts.

21. Q. Had there been any, and if so what, change or changes in the weather conditions between the time that the vessel left Plymouth and the time that the wreckage was picked up? If so could the change or changes in the weather have affected the safety of the vessel?

A. The weather became milder, and then more severe about the time the wreckage was picked up. This change in weather conditions could not have affected the safety of the vessel.

22. Q. When and where was the s.s. "Kentbrook" lost?

A. It seems probable that the s.s. "Kentbrook" was lost between Start Point and Portland Bill, and probably nearer the latter position than the former, during the morning of the 27th December, 1935. Considerations underlying this Answer are given in the Annex.

23. Q. What was the cause of the loss of the s.s. "Kentbrook"?

A. The cause of the loss is unknown; the possibilities are briefly discussed in the Annex.

24. Q. How many members of the crew of the s.s. "Kentbrook" lost their lives as the result of the casualty to her?

A. Seven members of the crew, all hands on board, lost their lives.

Dated this 5th day of November, 1936.

WALTER HEDLEY, Judge.

We concur in the above Report.

A. E. DODD.  
ARTHUR L. GORDON. } Assessors.  
A. M. ROBB.

Annex to the Report.

Mr. A. G. Willmer instructed by the Solicitor to the Board of Trade appeared as Counsel for the Board of Trade. Mr. V. J. U. Hunt instructed by G. F. Hudson Matthews & Co., of London, appeared for (1) The Navigators' and Engineer Officers' Union and the relatives of Mr. T. S. Shillito, mate of the "Kentbrook", (2) The National Union of Seamen, and (3) the Transport and General Workers' Union. Mr. Hunt, instructed by Bennison Garrett & Co., of London, as agents for David F. Nash, of Plymouth, also appeared for the relatives of the other members of the crew. Mr. H. L. Holman, instructed by Holman, Fenwick & Willan, appeared and held a watching brief on behalf of the owners of the "Kentbrook", the Brook Steamship Co., Ltd., and of Mr. William Comben Longstaff, the Managing Director of that Company. Mr. Norman Craig, instructed by W. & W. Stocken, appeared and held a watching brief on behalf of the Time Charterers, the Plymouth, Channel Islands and Brittany Steamship Company, Ltd., and also on behalf of F. J. Moore, Ltd., Quarry Owners of Plymouth. On behalf of his clients Mr. Hunt applied to the Court to be made parties to the Investigation, and this application was granted. There were no other parties.

The s.s. "Kentbrook" was a single screw steamer of registered dimensions 142.45 ft. long, 21.375 ft. broad and 10.25 ft. deep; tonnage 264.49 gross and 104.26 net and built in 1903. She had one hold served by two hatches, with the mast and winches between the hatches. Foreward of the hold were the fore-castle with a topgallant fore-castle above and the

forepeak tank below. Aft the hold were a cross coal bunker, the machinery space and the aft peak tank all arranged under a raised quarter-deck. The master and mate were berthed immediately forward of the raised quarter-deck underneath the bridge and the engineers were berthed in a house on the raised quarter-deck at the aft end of the engine casing.

At the time of her loss the "Kentbrook" was on a voyage from Plymouth to Portsmouth with a cargo of 260 tons of limestone chippings. A ship answering to her description was seen to pass the outer break-water of Plymouth Harbour by a naval signalman on duty there at two minutes past ten on the night of the 26th December, 1935. No other ship passed out that night and there is no other record from any ship or place of the "Kentbrook" having been seen after the 26th December, 1935. Hence the naval signalman provides the last observation of the ship and any happenings subsequent to this last glimpse can only be a matter of conjecture. No bodies of any of the crew of seven have ever been found. It is probable that the casualty occurred during the morning of the 27th December, 1935. Her speed was such that, all things being favourable, she might have been expected to complete her voyage in about 15 hours from time of departure from Plymouth. The fact that wreckage definitely identified by a former master of the ship as being part of the "Kentbrook" was found at Abbotsbury and Langton Herring, not far to the westward of Portland Bill, suggests that the ship had travelled well across Lyme Bay on her way to Portsmouth. She would have been sailing in darkness until she was well across the Bay. From the place of the finding of the wreckage and from the fact that the ship was not sighted after she left Plymouth we have drawn the conclusion as to the time and place of the disaster.

As to the cause of this disaster there can only be conjecture but before making any conjecture or discussing hypotheses presented during the hearing of evidence it is proper to mention some points which arise in connection with Question No. 11 presented by the Board of Trade. It became apparent during the investigation that there were defects in the steam steering gear. These defects were in existence throughout the time the ship was owned by the Brook Steamship Co., Ltd. The Court is satisfied that the defects were not of such a nature as to render the gear seriously unreliable. There was no complaint of any description concerning the efficiency of the hand steering gear which was apparently always used when the ship was at sea, the steam steering gear being reserved for use in harbours and narrow channels, and the Court is satisfied that the defects in the steam gear had no connection with the disaster. The Court desires to place on record its opinion that the owners took all proper steps to remedy any minor defects in the ship and its equipment at all times and when the real state of the steering engine was brought to their notice they took all necessary steps for the eradication of the defects with adequate despatch; the necessary replacements were ordered and were partly made at the time of the disaster. The condition of the steam driven pumps was commented upon adversely by some witnesses but the Court is satisfied also that there were no defects inherent in the pumps and such minor troubles as arose were rather the result of the almost inevitable partial stoppages of the valves due to foreign matter in the bilge water.

Passing on now to the hypotheses raised in the course of the investigation it is necessary firstly to deal with the loading of the ship as it affected both draught and stability. As a result of the careful enquiries and calculations carried out in the Consultative Branch of the Board of Trade it seems that the deadweight carrying capacity of the ship to her winter marks may be taken to have been about 320 tons. It is certain that the weight of the cargo loaded was 260 tons. After making reasonable allowances for coal, stores, water, etc., the total deadweight on board when the ship left Plymouth would be rather less than 300 tons and the ship was accordingly not loaded up to the maximum amount permitted by Regulations, and the Court is satis-

fied by direct evidence that the ship was not loaded to her full permitted draught. There is no definite record of the trim of the ship when she left Plymouth but on the basis of the observation of the pilot who took the ship out of her loading berth in Pomphlett Creek the draught aft was about 11 ft., and the Court is of opinion that the pilot's observation is reliable. Using this figure in association with the Board of Trade figure for the draught amidships the draught forward seems to have been about 10 ft. Such draughts are in reasonable agreement with the results of calculations based upon the approximate distribution of the weights on board and, accordingly, both as regards draught and trim, the condition of the ship was not open to criticism. Consideration of the stability must depend upon consideration of the stowage and the cargo. The Court is of opinion that the cargo was stowed so that it was approximately level athwartships, not levelled in the sense that it had been smoothed or rolled flat but level in the sense that there was not a high central ridge running fore and aft with relatively steep slopes down into the wings. If the smaller chippings had been stowed with such a central ridge they might have been liable to shift but any such tendency is reduced in accordance with any increase in the size of the chippings. The Consultative Branch of the Board of Trade had prepared careful estimates of the stability based upon the two assumptions, namely (a) that the top of the cargo was approximately level, and (b) that the cargo was stowed so that there was a central ridge running fore and aft. Under both of these assumptions the stability was found to be adequate. Accepting now the conclusions that the ship was not overloaded and that she had adequate stability, stability in this connection implying also a stable cargo, it becomes necessary to enter the realms of speculation.

Although the records of weather conditions do not indicate really severe weather in the region lying between Plymouth and Portland Bill, it is right to bear in mind that weather which may be classified as "heavy" in relation to a big ship should be classified as "very heavy" in relation to such a small coaster as the "Kentbrook". That there is some ground for the more severe classification is afforded by the fact that portions of the flying bridge were washed ashore and the evidence was that these portions had been broken off rather than merely floated off.

From the fact that there is nothing to indicate that any attempt was made to launch a boat and that no flares or distress signals were seen, it is reasonable to conclude that the disaster which overtook the ship was sudden as well as complete. This conclusion would appear to rule out the possibility of the ship having capsized as a result of the shifting of

the cargo. Even had the cargo been stowed in the manner rendering it most likely to shift, namely with a central ridge running fore and aft, the Court is satisfied that no such shift could have taken place as would suddenly entirely destroy the ship's stability and make her disappear in one roll. The other obvious possibility is that the ship may have foundered as a result of a large quantity of water suddenly entering by way of either or both of the hatchways. This hypothesis has no direct evidence to support it but there is indirect evidence in the fact that a portion of the flying bridge seems to have broken off, thus indicating relatively heavy weather.

Further indirect evidence is provided by statements to the Court that, in weather becoming but slightly worse than moderate, the "well" between the fore-castle and the raised quarter-deck was almost continually full of water. If tarpaulins had been washed off by seas washing about in the "well" it would be quite possible for the subsequent washing away of a hatch cover or covers to permit a sudden and fatal influx of water. Such a disaster might easily be a consequence of the ship "broaching to", a possibility not to be disregarded in view of the fact that there was evidence that in a quartering sea the steering of the ship was liable to become "wild" and such a sea may easily have been experienced in the passage across Lyme Bay.

The one point remaining for consideration is that of the freeboard assigned to this type of ship. There is no doubt that the freeboard of the "Kentbrook" when she sailed on her last voyage was greater than the minimum permitted by the Regulations, but the adequacy of these Regulations appears to be a matter for serious consideration. No statistics affecting this were put before the Court, but in any case statistics do not completely dispose of the question of safety of life at sea, nor can they convey any idea of the strain that may be placed upon those responsible for the safety at sea of ships of the type of the "Kentbrook". Reference has already been made to the "well" being almost continually flooded when the weather was not much worse than moderate. Such a state of affairs appears to be common in vessels of this type when at sea with the freeboard allowed by the Regulations but it does not appear to be in any way desirable. Such a state of affairs may reasonably be taken as ground for suggesting that the adequacy of the existing Regulations concerning these vessels might well be considered by the Board of Trade.

WALTER HEDLEY, Judge.

A. E. DODD.  
ARTHUR L. GORDON. } Assessors.  
A. M. ROBB.

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