

RESPONSIBILITY OF LA CRESCENTA OFFICIALS.

FORM OF QUESTION POINT AT BOARD OF TRADE INQUIRY.

OWNERS AND OVERLOADING.

COUNSEL'S CASE FOR THE OFFICERS' SOCIETIES.

WHEN the Board of Trade inquiry into the loss of the tanker *La Crescenta* was resumed at the Institution of Civil Engineers, Westminster, yesterday, the point was raised as to the responsibility of two officials of the company, and the court agreed that the name of Mr. Ralph Henry Holland, manager of the shipping department of Messrs. Harris and Dixon, should be added to question 37 of the Board of Trade. After other evidence had been taken, Mr. Hayward addressed the court for the officers' societies represented, and alleged that the loss of the ship was due to overloading, and that the owners were responsible for that state of affairs.

La Crescenta, an oil tanker of 5,880 tons gross, 400ft. length, 53ft. beam, 32ft. 10ins. depth, was built in 1923 by the Furness Shipbuilding Co., Ltd., Haverton Hill-on-Tees, and owned by the Crescent Navigation Co., Ltd. (Messrs. Harris and Dixon, Ltd., managers, London). She was lost in December, 1934, with her crew of 29, during a voyage from California to Japan with a cargo of crude oil.

Lord Merrivale, Wreck Commissioner, presides over the court, and is assisted by Commander H. Stockwell, Commander J. R. Williams, Mr. Edmund Wilson (marine engineer), and Mr. E. H. Mitchell as assessors.

The parties to the inquiry are as follow:—The Board of Trade, represented by the Solicitor-General, Sir Donald B. Somervell, and Mr. G. St. C. Pilcher (instructed by the solicitor to the Board of Trade); the Crescent Navigation Co., Ltd. (the owners of *La Crescenta*) and Mr. Sydney Graham, represented by Mr. J. V. Naisby (instructed by Messrs. Middleton, Lewis and Clarke); Mr. R. F. Hayward and Mr. Harold Griffin (instructed by Messrs. G. F. Hudson, Matthews and Co.) for the relatives of the dead officers, and the following officers' and engineers' protection societies who are represented on the National Maritime Board:—Officers (Merchant Navy) Federation, the Imperial Merchant Service Guild, the Mercantile Marine Service Association, and the Marine Engineers' Association, Ltd.; Mr. Vere Hunt and Mr. Peter Bucknill (instructed by Messrs. Russell, Jones and Co.) represent the National Union of Seamen and the Transport and General Workers' Union; Mr. W. L. McNair (instructed by Messrs. Parker, Garrett and Co.) holds a watching brief for Lloyd's Register of Shipping.

RESPONSIBLE PARTIES.

The form of question No. 37 was discussed at the commencement of the proceedings.

(The question reads:—Was the loss of *La Crescenta* caused or contributed to by the wrongful act or default of her owners, the Crescent Navigation Co., Ltd., or her registered manager, Mr. Sydney Graham, and by whom, on behalf of the Crescent Navigation Co., was such wrongful act or default, if any, committed?—Ed., J.O.C.)

The President said that the two men responsible were the last two witnesses, Mr. Graham and Mr. Holland. Mr. Graham was included by name. Was there any difficulty in including Mr. Holland by name?

Sir Donald Somervell said the Board of Trade, in framing questions as to individuals, was quite unfettered by any considerations as to whether the particular person had been served as a party. He thought that was quite clear. Some confusion might have arisen in the case, as in many arrangements in other cases, from the fact that though an individual was, and had to be represented as manager, in fact, in this case the letters were signed by a limited company, and there seemed to him two possible views of Mr. Holland's position. One was that the registered manager, Mr. Sydney Graham, was the person to whom the court was entitled to look as responsible for what was being done. He delegated part of his duties to Mr. Holland and to some extent that question could be framed, which the court could express on the conduct of Mr. Holland. Another possible view was clearly that Mr. Holland was an official of a limited company who were, in fact, signing the letters, and he was the individual doing the management.

"COMPANY FUNCTIONING THROUGH HIM."

The President interrupted here to say that the company was functioning through him on many occasions.

Sir Donald, continuing, said the court could express its view of the conduct of Mr. Holland, and the fact was, to some extent, whether in an investigation of this kind the court could, as it were, attribute the management to the registered manager when it was being done by subordinates. The idea that was in his mind was the court should be free to express its opinion of the part that Mr. Holland took in the transactions, and it seemed to him, subject to any legal objection raised by Mr. Naisby, the court should be free on the question as originally framed.

The President added that very grave questions could be raised with regard to the company, and the action of some person in some form or other that must be dealt with, and if it were necessary he should adjourn.

Mr. Naisby said that the two people with whom they were concerned were Mr. Graham and Mr. Holland, and it seemed to be clear from the evidence that nobody else, subject to Mr. Rogers, was either connected with the managers or owners who had any real concern in the management of the ship. That being so, he was representing Mr. Holland in so far as he was acting as his servant. In so far as a private individual he had no instructions. He thought he could go so far as to say, from what Mr. Graham had told him, should Mr. Holland be made a party, Mr. Graham and the owners would be quite willing for him (Mr. Naisby) to represent Mr. Holland as well.

Mr. Naisby also added that he was inclined to agree with the two possible views referred to by Sir Donald Somervell, and he thought the court might look at Mr. Holland's position from either of those two viewpoints.

The President said it could, and it was much more satisfactory that that particular aspect of the matter, in which he was concerned, should be represented so that he might deal with it on his behalf. They could leave the matter there at present.

UNION REPUDIATE DEMONSTRATIONS.

Mr. Vere Hunt, before continuing his examination of John Mooney, a former greaser on *La Crescenta*, said, "The National Union of Seamen wish to publicly disassociate the union from the demonstration made yesterday within this court and in the street outside. The union, as representing the seamen, has done its utmost to assist the court in these inquiries by producing evidence from seamen who served in the lost ships, and strongly deprecate attempts to influence the court other than by evidence given in open court by witnesses who have personal experience of the facts to which they testify and whose testimony can be weighed by the court."

Lord Merrivale.—I don't for a moment suppose your clients would tolerate such an exhibition as we had yesterday afternoon.

Mr. Mooney, continuing his evidence, in answer to Mr. Hunt, said the pressure everywhere was excessive, both in the pipe line, oil feed pump and the boilers, and it had a reaction on the auxiliary line throughout. When he said "auxiliary line throughout," he meant machinery other than the main engine itself.

With regard to the state of the boilers in general, he said they were not cleaned as often as they ought to have been.

Witness also added, with regard to the various classes of oil that the ship was burning, that they burned all the refuse after cleaning the tanks.

SUFFICIENT GREASERS.

In answer to further questions, the witness said that, in his opinion, in the engine-room there were sufficient greasers—one in every watch—but in a ship that was out for an indefinite period, the same as what that one was, the owners would provide him with one or two extra hands in the engine-room.

Lord Merrivale.—You had a greaser in every watch, had you?—Yes, one greaser in every watch. It was impossible for the ship to go to sea with less.

Mr. Hunt.—Can you tell us what the condition of the portholes and deadlights were in your quarters?—The accommodation quarters right throughout were in a deplorable, filthy and insanitary condition. It was very seldom that any of us lived in them. The heat was so excessive that we had to come on deck to dry ourselves with a towel.

Replying to further questions, witness said he reported the conditions to the chief officer, but the only answer he got was that he could not do anything, as it did not come within his jurisdiction.

Giving the reason why he left the ship, he said: "The living conditions on the ship and the messing—the food—were beginning to wear me down, and the ship was out for indefinite periods, and I thought what she had to go through during winter crossing the Pacific because of what I had experienced time and time again in ships 100 per cent. built, and I thought I would get out of her at the first opportunity. I told the master I was not feeling well, and it was a very bad gastric attack. The doctor advised the captain to pay me off and send me home."

Answering questions by Mr. Naisby, the witness said that with regard to the burners going out it only happened once in his experience.

"INSANITARY QUARTERS."

Mr. Naisby.—In what respect were your quarters insanitary?—They had not been painted for a considerable time and there was no ventilation. We could not open the porthole to get a breath of fresh air, except when the ship was in harbour.

Witness added that he often found his mattress and blankets floating out to meet him. The water got in through the portholes of his cabin.

Mr. Naisby.—Did this happen because the portholes were left open?—Yes, it might be. But we always made sure the ports were closed.

Witness said that that condition of affairs continued throughout the whole time he was in the ship.

Mr. Vere Hunt said he had two affidavits to put in, one from Mary Lucy Ratcliffe, sister of the 21-year-old apprentice, E. D. Ratcliffe, who was lost on the ship, and the other from the apprentice's mother, Mrs. Hilda Ratcliffe. In a letter to the sister, dated September 16, 1934, he said that fire broke out in the stokehold on the previous Sunday, underneath the boilers, and it was not noticed until it got a good hold. "It put the wind up us because we had an explosive cargo on board. But after a hard hour's work we put it out." To the mother he wrote, "She is the hardest case ship sailing out of the British Isles. In less than 10 days we have had over eighty hours overtime."

The President.—Then he says that they have heavy explosive and expensive oils on board the ship, so that they would have to watch where they smoked.

The mother said that her son had spoken to her about the vessel in a letter while at Milford Haven. He said that "the ship is in a bad condition, and that it had gone down a lot, and he wished he could go back to another ship."

James Rupert Ashton, the secretary to Messrs. Harris and Dixon, Ltd., produced the balance sheets and the minute books of the meetings of the company. He said Mr. Holland was the secretary of the Crescent Navigation Co.

The Court agreed that the name of Mr. Ralph Henry Holland, manager of the shipping department of Messrs. Harris and Dixon, should be added to the last Board of Trade question (reprinted above).

NAVAL ARCHITECT'S EVIDENCE.

Mr. John Leslie Scott, M.I.N.A., M.A., a lecturer on naval architecture at Armstrong College, Newcastle-on-Tyne, was called by Mr. Naisby. He said that the design of a ship like La Cresenta was about 1 per cent. correct on deadweight in comparison with the finished ship at sea. The excess deadweight of the ship when she left San Luis on the last voyage, he estimated, was 344 tons, corresponding to an excess draft of 8½ ins.

Mr. Naisby.—Assuming La Cresenta had been laden down to summer marks, 27ft. 9½ ins., what do you calculate her reserve buoyancy would have been?—32.33 per cent. Reserve buoyancy was a matter of law and not a special consideration of the naval architect.

Sir D. Somervell, cross-examining Mr. Scott, asked if his figure was based on the of all receptacles in the ship. Cargo 844 tons, water 90 tons, 31 stores and galley coal, 1,141 bunkers. That was 9,702 tons total. Witness agreed. The excess deadweight was 344 tons, therefore if that figure was subtracted one should get the correct deadweight for summer marks. The figure was 9,358, and then 9,340 tons was the summer deadweight. Was not the excess on board 362 tons? asked the Solicitor-General.—"Yes, I agree," said witness.

The Solicitor-General.—You said you assumed that the evaporator would not have been used except for a few hours a day. Were you asked to make that assumption?—No.

In answering further questions on this subject, the witness added that a ship sailing fully loaded from any port with the reserve feed-water tank full, he assumed that the engineers would draw on that water.

THE VOYAGE ACCOUNTS.

Mr. Holland was recalled by Mr. Naisby, and produced two form voyage accounts for the last five months of the ship.

Mr. Hayward.—In order to show a loss on these voyage accounts you put in some rather heavy debts?—They were not made up to show a loss; they were made up for our convenience.

Mr. Graham told us Harris and Dixon got £200 or £300 a year for management, you told us £500 a year, and you give your £500 in four months. Is a definite sum credited in the books of Harris and Dixon by the Crescent Navigation Co. in respect of management?—For a full year £500.

Why do you say you had only two trading voyages to credit that with because we know there were a lot more trading voyages in that year?—I am starting my year from June.

In addition to that you charged a sum of £42 15s for superintendence in each of them. Is that what Mr. Rogers gets?—Yes, Mr. Rogers receives a retaining fee of £100 a year.

You deduct 10 per cent. of the gross freight to pay to the Tanker Owners' Association, Ltd.?—That is right.

Is that payment you make for value received?—So far as these voyages were concerned there was no value received. The only value received was if the vessel was laid up any time.

Are a proportion of the payments on being laid up? What proportion would that be?—Whatever they were paying. It was roughly about £1 per gross ton per annum.

The President.—That makes about £1,100 for the period covered, four months; £3,300 for the year, assuming the freights are on the same basis?—Yes.

On the other hand, for the corresponding period in which the vessel was laid up you receive something more?—Quite right, my lord.

Mr. Hayward.—So far as the real cost of these voyages was concerned and the real freights received, the vessel was just about paying her way?—I think, as I told you in the beginning, she was making a profit. If she continued on this basis she would have made a profit.

THE TANKER POOL.

Mr. Naisby.—Let me question you about the Tanker Pool. If you have a tanker working you pay into a pool, and if not working there is compensation?—Yes.

It is a form of unemployment insurance for tankers?—Yes.

The President.—Don't you know about tropical load lines?—It seems familiar to me.

The President.—I gather you did not become familiar with the rules until after the inquiry opened?

Mr. Naisby.—I have an affidavit from William James Machie, who served on the vessel for some time. He was third engineer on the ship from 1929 to 1933. This statement said that there was no defect in the boilers, no trouble with the fuel oil burners, and the ventilators were in good order. She was quite fit for a voyage to any part of the world. She was always in a seaworthy condition.

INCITEMENT TO OVERLOAD.

COUNSEL'S ADDRESS FOR OFFICERS' SOCIETIES.

Mr. Hayward addressed the court for his clients, and said that he left the cause of the loss of the ship to overloading and to an incitement from the owners to overload, as the Board of Trade had already stated.

The case differed from the three other cases investigated by the Board of Trade, because the main issue was whether the vessel was overloaded. The issue in this case was far more serious, because it opened up the question of whether the ship was overloaded and whether this overloading was induced and incited by the owners. Mr. Steel's evidence had shown that the ship was very seriously overloaded when she left on the last voyage. She had been overloaded on other voyages.

What was the cause of the loss?—The loss was very seriously connected with overloading. One could not say it was wholly due to overloading. It was due to different causes, for the majority of which the owners were responsible.

INCITEMENT FROM OWNERS.

There could be no doubt about the incitement to load from the owners. The owners had a large business, a large capital, and were members of the Shipping Federation. Their case seemed to be that the persons giving evidence in that court were fools. The manager, marine superintendent and head of the shipping department were apparently fools.

"This will not wash!" said Mr. Hayward. It was, he said, quite inconceivable that such clever shipowners as those of La Cresenta did not know about the International Load Line Rules. Under their nose in the office were the capacity plans and the details of rules. How could the owners possibly believe that in the Black Sea they could load down to tropical marks in winter? "This is a little bit too stupid to bear the impress of truth when it comes from keen business men."

It was obvious, he continued, that the master had the impression that "the owners want me to overload this ship." The men in the office knew full well about the International Rules. The responsibility of such men was very grave. It would not do for the owners to hide behind a statement that they were ignorant of the law, whether the ignorance was wilful or stupid, such excuses could not be accepted in that court.

LACK OF REPAIRS.

One of the causes of the loss of the ship was the lack of good repairs. There was a general depreciation of the ship through laying up. In the engine-room they knew that there was a serious departure from the original scheme of using the vessel, namely, the settling tank was no longer used, bringing troubles and difficulties that the witnesses called by his friend, Mr. Hunt, described.

In addition to that there was no doubt that the pumps on the vessel were very overworked, and were in a very bad state indeed. It was also obvious that the auxiliary machinery was in a very bad state.

The ship leaked, and they knew that the shipmaster and the chief engineer of the ship on the last voyage across the Pacific from Japan spent no less than five whole days cutting out rivets in the bulkhead between the tanks. That showed a serious state of affairs with regard to the repairing of the ship which was manned down to the very minimum that it was necessary for the master and chief engineer to spend such a length of time on that matter.

The electrical equipment could not have been very good as shown by the fact that the master spent two days up at the mast-head repairing the light.

"Not a scrap of timber was supplied to the ship for the purpose of repairing hatches over the last five years; the only timber supplied to the ship," continued Mr. Hayward, "was for the making of potato lockers." In the whole of the accounts over the last five years not a penny was spent on providing hatch wedges.

MOST LIKELY CAUSE.

He submitted that the most likely cause of the loss of the ship was—she was admittedly in rough weather—that the flying bridge having been damaged during a ballast voyage was far more susceptible to damage in an overlaid voyage, and if it did carry away it explained the reason of the cutting off of the wireless communication, because it carried away the electrical wire. If it did carry away, it carried away, no doubt, the telemotor steering pipe. That, he continued, would cause the ship to fall off into the trough of the sea, and the whole of her decks would be exposed to the force of it.

The captain of the Vancouver City, talking to the captain of the Athelviscount, said words to the effect that the weather was not such that a well-found ship would founder. He submitted that the argument that the ship was lost through fire was quite unfounded. This was borne out by the fact that one month later a film of oil, covering two square miles, was found in the spot where the ship had gone down.

Mr. Hayward concluded with the remark that this fourth inquiry confirmed the need for a general inquiry into the whole operation of the Merchant Shipping Act.

The court then adjourned until this morning.