

TUESDAY NOVEMBER 26 1935

LOADING & MANNING
OF LA CRESCENTA.FURTHER CROSS-EXAMINATION
OF MANAGING DIRECTOR.CAPTAIN NEVER ASKED TO MAKE
FALSE STATEMENTS.

AT the Board of Trade inquiry into the loss of the tanker *La Crescenta*, resumed at the Institution of Civil Engineers, Westminster, yesterday, Mr. Sydney Graham, managing director of Messrs. Harris and Dixon, Ltd., managers of the tanker, was examined further regarding messages and letters.

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. Edmond Wilson (marine engineer), and Mr. E. H. Mitchell as assessors.

The parties to the inquiry are as follows:—The Board of Trade, represented by the Solicitor-General, Sir Donald B. Somervell, and Mr. G. St. C. Picher (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. P. 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.

THE INSURANCES.

Mr. Hayward cross-examined Mr. Sydney Graham, managing director for Messrs. Harris and Dixon, Ltd.

Are you a member of the Shipping Federation?—Yes, my firm is.

You told us on Friday the insurance was £15,000 for total loss on hull and machinery. You would get £4,000 insurance for freight?—(Witness looked at his papers).

The President.—The witness does not acquiesce. You must get it!

Mr. Hayward.—The insurance on the ship was £25,000, and letters state there was £15,000 for total loss, and on top of this £4,000 for freight and disbursements, with a total recoverable figure of £20,500 in the case of total constructive loss. This is so?—Yes.

We have heard of the work which the officers had to do on this ship. Do they get any overtime?—I should imagine so. I don't know.

Was there any provision for leave on pay?—I don't know.

I asked on Friday for a letter from your firm to the master in 1933.

Mr. Naisby.—My clients cannot find it. The President.—But there must be a carbon copy?

Mr. Naisby.—We cannot find it.

Mr. Hayward.—Have you inquired for this letter over the week-end?—I did not know it was missing.

Do you keep a diary at the office of your attendance at the office?—No.

Do you keep a private diary?—No.

Do you keep a record of telephone messages?—No.

So far as you told the court you were away on holidays at certain times, you only rely on memory?—Entirely.

NEVER TOLD TO MAKE UNTRUE
STATEMENTS.

Now consider this question well before you answer it. Did you ever instruct Captain Upstill to make statements that were not true?—Never, never.

Did your firm give him instructions to make statements that were not true?—It is impossible.

Referring to letters to the captain about loading bunkers and agreements with the charterers, Mr. Hayward dwelt on the following passage:—"But if any question is made you must say that the matter was left to your discretion to bunker as necessary, for arranging the quantity of cargo most suitable for this vessel's requirements."

Mr. Hayward.—Was it left to the master's discretion to take the amount of bunkers he required?—I don't understand this question. Mr. Holland will answer it.

Now another letter says you told the charterers you were taking 1,500 tons of bunkers, but you had made other arrangements. The charterers would ask why you did not take the amount you ordered, and there you tell the master that the quantity of bunkers is left to his discretion?—It says so there, but I don't know really what that means. I would rather you ask Mr. Holland.

The President.—The owners' instructions were to take 1,000 tons bunkers, and you say that allowed the captain to use his discretion?—Yes.

And take his chances of being further employed?—There was no answer.

Mr. Hunt.—You have heard what I said about the ship?—Yes.

Can you add to the information Mr. Rogers gives?—I don't know.

SIGNING OF CREW.

It was stated that the Seamen's Union had agreed with representatives of your firm as to the number of crew and deck hands?—Yes.

We deny that we agreed on the number of crew.

Mr. Hunt cross-examined the witness on the signing on of the crew in conjunction with the Seamen's Union, and read a letter from Captain Thompson (a representative of the officers), in which he stated that the Seamen's Union officials agreed to raise no obstacles in that instance, although they did not approve of the manning principles.

Mr. Hunt.—There is an agreement on the part of the Seamen's Union that in that instance they do not object to ex-officers being shipped as seamen, but there is no agreement as to the number?—That is not the agreement that I was referring to.

Can you refer me to any document or letter in which the Seamen's Union agree to the number of crew?—I personally cannot, but I have asked them at the office to see if they can find any letter.

You don't know if a letter has been found?—No, I don't.

Mr. Naisby.—There is no letter in which *And La Crescenta* was the second choice, if I may put it, of the people who were making the offer?—Yes.

With regard to the letters written to the master, Mr. Naisby asked the witness if he had any personal communications with the master.

Witness.—I don't remember, unfortunately it is stated, from the Seamen's Union, that the number of deck hands or of the crew has been agreed upon, but there are two letters—one from the district secretary of the Seamen's Union to Mr. Graham, and another from Harris and Dixon replying, which, I think, do show that there were some conversations about the manning of *La Crescenta* before leaving Milford Haven in November, 1933.

Mr. Hunt.—Mr. Rogers had the control of the number of deck hands to be sent to sea on this ship, as marine superintendent?—Yes, and Mr. Holland together.

This letter does show Mr. Rogers was concerned with the number of deck hands?—He went into it with Mr. Holland. I think his advice would be asked.

BOARD OF TRADE LETTERS.

At any time was a communication received by you from the Board of Trade concerning any alleged overloading of your ship? Would that letter have been brought to you?—Most certainly.

You would have regarded it as a very important letter?—It would be regarded in the office as very important.

Was any communication ever received from the Board of Trade before this ship was lost about any alleged overloading?—Never.

If the Board of Trade had sent any communication to your office about the ship going to sea short of medicine, would that communication have been brought to you?—No, it would not. The staff would think it not of sufficient importance to bring to one's attention.

Mr. Naisby, examining the witness, asked if at the time the vessel was lost, namely, a fortnight after she had sailed, would a considerable proportion of the moneys that had to be expended to earn the freight have already been paid?—A great portion of them.

So far as the £1,500 insurance on disbursements is concerned, had most of those disbursements already been made or not?—Most had been made.

THE CHARTER-PARTY.

Asked how the charter-party came to be entered into, witness said that his recollection was that the agents offered a cargo of 8,500 tons of oil to a Norwegian vessel, but if the Norwegian vessel did not accept they would offer it to *La Crescenta*. The brokers could not get on to Norway, and they took it exactly as it was. That was his recollection.

Somebody was asking for a ship to load a cargo of 8,500 tons of oil, with 5 per cent. margin?—About.

nately, having any personal communication with the master at all.

The President.—I don't understand "unfortunately." You mean it is unfortunate you cannot remember or unfortunate you did not have communications. What exactly do you mean?—I mean it was unfortunate I did not know Captain Upstill better. I would have liked to have known him better, sir.

Mr. Naisby.—Why did you say that, Mr. Graham?—Because he seemed such a very good man.

The President.—Do you know what difference it might have made if you had known him better and had personal communication with him?—No, except I would like to know these people as well as I can.

MR. HOLLAND'S EVIDENCE.

Mr. Ralph Henry Holland, examined by the Solicitor-General, said that he had been with Messrs. Harris and Dixon since May, 1929. He was in a similar position in a shipping company in Cardiff for 10 years, and previous to that was 12 years with another shipping company in Cardiff.

Examined by Mr. Naisby, the witness said that there was an agreement between the Crescent Navigation Co. and Messrs. Harris and Dixon, as managers. Any commissions in a charter-party had nothing to do with Messrs. Harris and Dixon; they received one-third of 5 per cent. of all charters in the open market on gross freights. That was distinct from tankers.

Do you have a different basis for remuneration when you have a time charter?—Yes. Five per cent. on the time charter hire. In addition to that there is £500 a year for management. The company pay Messrs. Harris and Dixon £500 a year as managers, and they also receive 1s a ton on all bunkers, which is called a filtage.

You obtained the bunkers for *La Crescenta*?—Yes, I arranged the supplies.

About the conversations or letters and agreements between the Seamen's Union and the managers as to the number of the crew, what do you know about that?—I am not quite sure whether we wrote or whether I telephoned them. As I cannot find a letter I must have telephoned them. I think two or three members of the Seamen's Union came from Cardiff, and we went into the question of manning. There was difficulty of putting her to sea owing to freights being so low. We were trying at different times to charter the vessel, and therefore wanted to know what basis we could get the vessel to sea at the minimum cost, and they had to cut down expenses from

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every angle and, amongst other things, the members of the crew came into the question definitely. There was no disagreement between the Seamen's Union or ourselves.

SIGNING OF CREW.

Replying to further questions on this subject, the witness said what they tried to get the Union to agree to was the cutting out of certain people that were surplus. Mr. Rogers would not let the vessel go to sea without a pumpman, and they agreed to his request. They got a few of the crew at Milford Haven and the balance at Swansea, instead of at Cardiff, as the vessel was fixed somewhat sooner than they had anticipated, and there would have been no time to apply at Cardiff.

Mr. Naisby asked the witness questions with regard to the quantity of bunkers and cargo that he was to take, and read extracts from the letters about loading as much cargo as possible. He also read the master's reply that it would be impossible for him to take 3,200 tons of cargo and 1,500 tons of bunkers, as Black Sea ports came under winter loading.

When you wrote that letter, or before you wrote it, had you made any calculation as to deadweight and draft?—No, I was making tentative calculations as to the quantity of bunkers required for the round voyage. The quantity of cargo depended on the quantity of bunkers taken.

Mr. Naisby also read another extract from the letters which instructed the master to take as large a cargo as possible, and he was not altogether correct in his assumption that they would have to load to winter marks.

TROPICAL MARKS' INSTRUCTION.

The witness said that they thought they knew that the ship could load to tropical marks in the Black Sea. At the time he wrote that he thought he was correct. He acted on that assumption.

Mr. Naisby, referring to the master's reply that he could only load to winter marks, asked the witness what steps he took to see which idea was right.—I was in telephonic communication with him at Dundee, and told him I thought he was wrong that he could go to the tropical marks, and he said "I will see what I can do when I get to the Black Sea."

Mr. Holland.—Our instructions to the master were that he should load to tropical marks whenever he could, and when he lost the opportunity I was always disappointed.

The Solicitor-General.—In 1934 at this time someone told us La Crescenta was the only vessels managed by Messrs. Harris and Dixon?—No, there were two ships.

You don't see the rules and regulations of the Board of Trade?—No. But I bought a map of the load line zones after the vessel had sunk.

The Solicitor-General.—As I said on Friday, it seemed very unfortunate that only after the vessel had gone to the bottom did your firm draw the attention of the ship's managers to the Load Line Regulations.

Having got the statement from the master that the Black Sea ports at this time of the year could only have winter load lines, having got that letter there was a further communication, a telephone communication, between you and the master. You said you thought he could load to tropical marks, and he said, "I will see what I can do when I get to the Black Sea."—I don't think I suggested that.

This depends on a document which should have been quite familiar to you.

"MOST SIMPLE DOCUMENT."

The Solicitor-General.—I suggest your account of this telephone conversation with the master is inaccurate. Mr. Rogers has said that the master wrote letters saying he would not overload for anyone. No one with an elementary knowledge of this matter could have any uncertainty on load-line rules. This map is one of the most simple documents ever made by a Government department?—Yes.

It seems evident that a man should know about winter marks at Batoum, and, if so, why should he say, "I shall see what I can do when I get there"?

Witness.—I told him I thought he was wrong, and that he thought we were wrong.

The Solicitor-General.—Did the master have one of these load line maps?—I did not give him one, but I assume he had one.

Did you suggest overloading to him?—I never suggested overloading.

The Solicitor-General.—The second thing I put to you is that in a letter to his wife the master said that he had it in writing that he had to load 1,000 tons of bunkers and would do as Mr. Rogers wanted.

Witness said he was on fairly good terms with the master, and never got the impression the master had taken umbrage at anything he said.

The President.—Do you attach importance to this Black Sea loading?—No, I did not attach any importance at the time.

The Solicitor-General.—But these are rules laid down after very careful investigation as to which loads can be taken on ships with safety?—I agree.

This is a matter of safety of life, and the master told you that it was unsafe to load in the Black Sea at that time of year at tropical marks?—Yes, I agree.

Then why don't you consider it a matter of importance?

The President.—What reason had you, sir, for thinking you knew?—I thought it was right.

Do you know anything about it?—Since then I have known.

Did you know anything about it then?—Only what I thought I knew.

The Solicitor-General.—You thought that in January and February a vessel at Batoum could load down to her tropical marks?—It is an inland sea and the ship is going east.

TROPICAL WATERS.

Do you suggest that because a ship is going east, therefore the whole of the voyage is tropical?—Provided the voyage before she gets into the tropical waters is a short one.

How long is the voyage?—Eight days.

You really ask us to believe that because the vessel after eight days was entering the tropical waters she was in a proper condition to be overloaded for those eight days?—This is the only cargo I have ever had any worry about on that vessel.

The Solicitor-General.—Well, you can never have studied the rules and regulations of the Board of Trade.

Have you no explanation as to why you wrote a letter telling the master to go down to summer marks?—No, I have no explanation as to why I wrote it. I was not thinking of the regulations at all.

The Solicitor-General.—Why not?—Because I thought the vessel could do that voyage with that load.

Supposing someone had shown you this map, would you have written this letter?—No.

But you must have been thinking about regulations because you said in your letter "See what is permissible." This is important because of the submission I am going to make against you. Are you really telling the court that the captain knew these things about safety, and that you were solely interested in the economic side of the question for the company?—I was thinking of whether I was working the ship from an economic point of view. The letters I wrote were just in ordinary routine.

The Solicitor-General.—I cannot accept that.

"MASTER WAS GREEN."

Witness went on to explain further that the master was "green," because he needed constantly to be told about loading to permissible marks.

The President.—I have not yet seen the balance-sheets. Do you know about them?—No.

Mr. Hayward.—You think Captain Upstill was rather "green"?—Yes.

Why?—After the trouble we had with him in Batoum on the charterers' orders.

Do you mean by "green" that he was honest?—No.

Do you mean he was careful in looking after his life and the lives of others?—No. It was only in regard to business matters on shore.

You don't suggest he was "green" as to the load line laws?—No.

Have you knowledge of the criminal responsibility of the master and the owners if they did not know about these load line rules?—Well, if you think you know you don't go further.

You took no notice of the master saying that he could not load to tropical load lines?—No.

What grounds did you have for thinking you knew about this loading?—Just what I thought I knew.

Mr. Hayward.—You had none of these load line rules in the office?—No.

You had a capacity plan?—Yes.

That would show you winter and summer capacity?—Yes.

Were officers paid overtime?—No. Were engineers paid overtime?—Not as a general rule.

Witness explained that by sending the ship to sea at that bad period the owners had lost £1,000 on the first voyage after she had been laid up.

The President here said that he wanted to see the accounts and the minutes of the board meeting.

The Solicitor-General then put in the Board of Trade questions, which are given at the end of the evidence.

At this point a tall seaman stood up at the back of the court and made a protest. He said that he spoke for the crews and the dependents of the men on those ships. He complained that the owners of the Millpool "got away with £10,000, whilst the dependents of the lost crew got the means test."

The President.—Will you please leave the court?—The interrupter continued to talk, and two other seamen stood up beside him.

"If you cannot behave yourself you must get out of this court," said the President.

The clerk of the court then led the interrupters out.

In reply to a question from the President, Mr. Vere Hunt said that the interrupters had no association whatever with his clients.

GREASER'S EVIDENCE.

Mr. John Wallace, examined by Mr. Hunt, said he went to sea in La Crescenta in January, 1934, as a greaser.

Mr. Hunt.—Was sort of condition was she in?—She was in a very bad condition.

What sort of condition were your quarters in?—In a very bad condition. The port-holes were all cracked and there was no rubber round the edges of them. Water was continuously coming in.

Answering further questions, the witness said the deadlights were not in good condition. They could not pull them down. They also had trouble with the starboard boiler.

Asked if he had any difficulty with the smoke boxes, witness said that they got on fire and dirty oils collected inside.

What sort of condition were the pumps in?—Very bad. They were continually breaking down.

Did you ever see any cement boxes being put in this ship?—Yes, at Batoum six were put in between Nos. 5 and 6 tanks.

Did you ever have any trouble with the condenser pumps?—Yes, and also the auxiliary condenser.

Answering further questions, the witness added that the salt hung from the condensers like blocks of ice in freezing weather. The repairs at the Bethlehem Works only lasted two days.

Referring to a fire which occurred on board underneath the boiler and the tank tops, the witness said that the water on the top was taking no effect and he ran to the firemen's quarters to get extinguishers; there was one, but it was empty. He got one eventually from the captain's saloon.

In connection with the burners, the witness said that they were very bad, and he had much difficulty in trying to get them clean.

In answer to Mr. Naisby, the witness said that the main engines were not bad so far as he was concerned.

Mr. Vere Hunt examined John Mooney, ex-greaser of La Crescenta, who said that it was known to the engineers that the leakages in the oil pump-room were very bad.

The court adjourned until this morning.

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THE BOARD OF TRADE QUESTIONS.

The Board of Trade questions are as follow:—

1. Who were (a) the owners (b) the registered managers of La Crescenta?
2. When and by whom was La Crescenta built?
3. What was the cost of La Crescenta to her owners? What was her value when she last left Port San Luis, California? What insurances were effected upon and in connection with the vessel?
4. What surveys of La Crescenta had been made by Lloyd's Register of Shipping between September, 1930, and the date when she left Port San Luis on her last voyage?
5. What classification did Lloyd's Register of Shipping assign to the vessel as a result of the above-mentioned surveys?
6. Were the owners of the vessel offered a reduced freeboard for her under the provisions of the Merchant Shipping (Safety and Load Line Conventions) Act, 1932? If so, on what conditions? Did the owners accept this offer? If not, why not?
7. When did La Crescenta cease to trade from Great Britain, if at all?
8. During the time when she was trading between countries which did not include Great Britain, who controlled and was responsible for the weight of cargo, bunker oil, and fresh water shipped in the vessel?
9. What descriptions of oil cargo were loaded into the vessel at Port San Luis in November, 1934? What amount of each description of oil was loaded? What was the specific gravity of each description of oil and at what temperature? What was the flash point of each description of oil? In what tank or tanks of the vessel was each description of oil loaded? In what order were the various descriptions of oil cargo loaded?
10. How much bunker fuel oil was there on board the vessel when she began to bunker at Port San Luis in November, 1934? What was its description?
11. What amount of bunker fuel oil did the vessel take on board at Port San Luis in November, 1934? Where was this oil stowed? What were (a) its description; (b) its gravity and its viscosity, and at what temperature; (c) its flash point?
12. What total amount of fuel oil was on board when the ship sailed, and where was it stowed?
13. What amount of fresh water was there in the vessel when she began to take fresh water on board at Port San Luis in November, 1934? How much fresh water did she take on board there? How much fresh water was on board when she sailed, and where was it stowed?
14. How many boilers were fitted to working height when the vessel sailed, and which, if any, boilers were empty?
15. What weight of stores, including galley coal, crew and effects were on board at the time of sailing?
16. What was the full deadweight on board the vessel, including cargo, bunker oil, crew, water, stores and galley coal when she left Port San Luis in November, 1934?
17. What were (a) the vessel's drafts fore and aft, and (b) her freeboard when she left Port San Luis in November, 1934?
18. Was the vessel overloaded when she left Port San Luis in November, 1934?
19. When the vessel left Port San Luis on her last voyage (a) were the hatchways covered and adequately protected and secured; (b) were the hatch covers of adequate thickness and in good condition; (c) were the tarpaulins, cleats, battens and wedges in good condition and sufficient for their purposes? Were arrangements provided for lashing the tarpaulins and wood covers of cargo and bunker hatchways, and if so, were lashings used?
20. With what steering gear was the vessel fitted? Was it in good and proper condition when she sailed from Port San Luis on her last voyage? Was it in its then condition adequate for the voyage which she was undertaking?
21. Was any, and if so, what auxiliary steering gear fitted? Was such gear in good and proper condition and adequate?
22. Was the wireless telegraphy installation of the vessel adequate and in good condition?
23. What was the maximum and normal range in the Pacific Ocean of (a) the main transmitter, (b) the auxiliary transmitter?
24. What were the systems of communication and where did they run between (a) the steering wheel on the navigating bridge and the steering engine aft; (b) the telegraph on the navigating bridge and the telegraph in the engine-room; (c) the main wireless transmitter and the dynamo in the engine-room?
25. Were each of the above three systems of communication in good order and efficient when the vessel left Port San Luis on her last voyage?
26. Were the systems adopted for establishing these means of communication adequate, efficient and proper?

27. When the vessel left Port San Luis on her last voyage was the hull in a seaworthy condition, and was she properly equipped and provided with all necessary fittings to ensure safety?

28. Did the arrangements in the ship provide sufficient safeguards against the risk of explosion from the cargo tanks and in the pump-room when a cargo of crude oil of a flash point below 150 degs. Fahr. was carried?

29. When the vessel left Port San Luis on her last voyage, was she properly loaded? Had she adequate stability?

30. Was the propelling machinery in a seaworthy condition and properly equipped with all necessary fittings to ensure safety? Were (a) the main engines, (b) the boilers, (c) the pumps for supplying feed-water to the boilers, and (d) the arrangements for supplying the fuel oil to the boiler furnaces in good condition?

31. When the vessel left Port San Luis on her last voyage—(a) how many efficient deck hands were on board; (b) was she sufficiently manned as to deck manning and engine-room manning for the voyage in question?

32. On what date did the vessel sail from Port San Luis on her last voyage, and to what port was she bound?

33. What were the weather conditions in the vicinity of the vessel on December 5 and 6, 1934?

34. Did the vessel send out any, and, if so, what wireless message or messages on December 5 and/or December 6, 1934? Did she send out any wireless messages after that date?

35. How many members of the crew of the vessel lost their lives as the result of the casualty to her?

36. What was the cause of the loss of the vessel?

37. 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?

After the conclusion of this inquiry, the evidence and findings in the investigations which Lord Merrivale has conducted into the loss of the four ships, the Usworth, Blairgowrie, Millpool and La Crescenta, will be published in book form by *The Journal of Commerce and Shipping Telegraph*, price 2s. Similar volumes in respect of previous important inquiries have commanded a ready sale, and intending purchasers are requested to notify their requirements to the Publisher, *The Journal of Commerce and Shipping Telegraph*, as soon as possible.



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