

LOADING, MANNING & EQUIPMENT OF LA CRESCENTA.

MARINE SUPERINTENDENT AND MANAGING DIRECTOR CROSS-EXAMINED.

THE INTERNATIONAL CONVENTIONS.

MR. GRAHAM'S ADMISSIONS OF LACK OF TECHNICAL KNOWLEDGE.

AT the Board of Trade inquiry into the loss of the tanker *La Crescenta*, resumed at the Institution of Civil Engineers, Westminster, yesterday, the owners' marine superintendent and managing director were examined at length on the various matters; the former regarding supplies to the ship and the working hours of the crew, and the latter in connection with the loading.

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 30, 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 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.

MEDICINE CHEST SUPPLIES.

Mr. Hubert Malcolm Rogers, the owners' marine superintendent, was again cross-examined by Mr. Hunt. Witness agreed that no further fire extinguishers were supplied after the Minimax extinguishers put in on December 24, 1928.

Yesterday, you said you were in charge of this ship for repairs and stores?—Yes.

Under that category comes such items as the medicine chest for the ship?—I should like to explain this, that only after a request from the captain to re-supply the medicine chest would I be told to do it.

Mr. Hunt referred to a letter from another captain, Captain Dillon, to the owners, in which he said it would require the spending of £20 to £30 to bring the medicine chest up to the Board of Trade requirements. "I have only ordered a few articles that are absolutely necessary for the present. . . I trust I have done right. You will decide whether the chest should be brought up to date, and when."

That shows a very serious shortage in that chest. Did you at any time receive any communication about deficiencies in the medicine chest on this ship?—This does not come within my knowledge.

Although the upkeep of the ship is in your care the medicine chest is outside your care?—The owners are responsible for the upkeep in accordance with the requests from the master and the engineers.

CAPTAIN RESPONSIBLE.

Then who is responsible for the medicine chest?—The captain is responsible.

Who will supply it on shore?—Well, the captain will tell the chemist whatever he requires.

Another letter from the late Mr. Upstill, when he was first officer in the ship, written to witness, said that several things were required to be put on board for the medicine chest and stores were still short. In October, 1932, he made that first report, and in March, 1933, it had not been complied with, said Mr. Hunt.

Witness said they did not require all those medicines on board when the vessel was laid up.

On May 30, 1934, there was a letter from Captain Upstill to Messrs. Harris and Dixon informing them that he had bought medical stores for \$11 21c.—about £2 to £3.

That still left a considerable shortage out of the expenditure of £20 to £30 required?—No, it does not go very far towards it, but probably there were some medicines supplied in the meantime.

I see no receipts for them.

Captain Upstill on October 6, 1931, wrote to Messrs. Harris and Dixon saying he had spent on doctors and medical supplies 25 dollars. That is for doctors' services only?

Well, can you answer this. Is it your duty to see the ship is properly equipped in every respect?—It is not my job to interfere with the medicine chest.

Is it your duty as marine superintendent to look after the ship in every respect?—No.

Do you not supervise the ship as a whole?—There are several parts of this duty relegated to the captain.

"NOT DONE RIGHT."

The President.—The captain had written that the medicine chest had not been brought up to Board of Trade requirements, and he says, "I trust I have done right." Now, if no answer was received to the contrary, then he assumed he had done right?—He had not done right on account of not getting the medicine chest replenished from "Boots."

Then he writes again, saying because of expenses the chest were not made up. He said he trusted he was right, but the owners said nothing. That means the owners considered he had done right?—Yes.

Mr. Hunt.—What is the name of the member of the firm who would be personally responsible for receiving the letter from the Board of Trade?—It would go to the directors—whichever was there.

Were the hatches in good condition?—Yes, most decidedly, after Lloyd's surveyor had passed them all.

Is your answer "Yes" or "No"?—I cannot say "Yes" or "No," it would be misleading.

Were the hatches in good condition when she went down?—I was not there.

Well, when you saw her last?—Yes, in January, 1934.

Then it would be necessary for wooden covers to be renewed?—Yes, if they were broken. Not otherwise.

Was there sufficient timber on this ship to renew or replace these hatch covers?—I cannot tell you.

Can you say who would be able to answer this question?—No.

Sand has to be supplied to a ship from time to time for patches for cement boxes and similar purposes?—The sand is supplied for fire purposes.

It is unreasonable to expect the crew to use sand on board for making cement patches if it were necessary?—It would not be unreasonable at all, sir. They carry a stock of sand on every ship.

Mr. Hunt, referring to the repair accounts, said that a ton of sand was supplied to the ship in September, 1930, but they did not show any further supply for any purpose after that date.

Witness.—No, sir, but anyone accustomed to tankers knows the captain fills up his sand-box at any port where sand is available.

There is no mention of it anywhere?—But you can recall Captain Hearnden. He will be able to tell you more about it than I do. They can get sand from beaches for nothing sometimes.

Replying to further questions by Mr. Hunt with regard to the breaking or smashing of portholes, witness said that the reason they smashed as a rule was that they were screwed up too tight.

ENGINE-ROOM HOURS.

Is the overhauling and the adjusting of the engines a normal part of the work of the staff in the engine-room?—Absolutely, yes.

What, in your opinion, will be the normal hours for men to work in the engine-room?—All the hours they are required to work, as I did when I was at sea.

Not less than 24? Well, I have had to work days on end. We did work when I was a boy.

The President.—What the learned counsel is asking about is what are the normal hours—hours on duty and hours off duty?—The normal hours, sir, are in two watches. Eight hours off and four hours on, and another eight hours off and four hours on. That is eight hours on duty in the engine-room attending to the engines. After, any work which is required to be done, it is done in the other hours when they are not on duty in the engine-room.

Is the normal time, in your opinion, about 56 hours a week in the engine-room?—I don't know, sir; I can only take it in watches.

In answer to questions by the President, witness said any of his men would do anything he asked them.

I didn't ask you that. Suppose you found a man in the ship's crew or engine-room staff who didn't do what you asked him?—If the man didn't work willingly we should not try to force him.

HOURS OF DECK HANDS.

Mr. Hunt.—What would be the normal hours for a deck hand to work on board a ship?—That is out of my department. But I do happen to know casually that they work watch on watch off with, I think, a dog watch to change over the watches. And that is approximately 106 hours a week?—I couldn't tell you about that, sir.

Mr. Naisby.—When were you last in the crew's quarters?—I was in the crew's quarters at Sunderland in July, 1932, when they were all cleaned and painted and put in good order.

You said something to the effect that the vessel was drawing already some 2ft. or 2ft. 6ins. more than a 9,000-ton tanker should?—Quite right, sir. The normal draft would be about 25ft. to 25ft. 6ins.

You said that she was a long-legged ship. Will you explain that to me?—I mean it implies that the draft of water of the ship is very much greater than one would expect in a ship of that length and breadth. When she is laden she would be much deeper; in fact, she was much deeper than is normal in a ship of this length and breadth.

Is that a disadvantage?—Because she is too near the ground. She is apt to strand.

DEPTH AND SAFETY.

The vessel is a little deeper by some 2ft. or 2ft. 6ins. in draft than you would expect from her measurements?—That is so. A great deal.

Does that have any bearing on the question of this vessel's safety or seaworthiness?—I don't think it does.

She is, of course, designed to have that draft with those dimensions?—She was built to that draft and that deadweight. I mean deadweight carrying capacity.

It was put to you yesterday that this vessel, when laid up at Milford Haven, was deteriorating, and indeed I think it was said that a vessel always deteriorates when she is laid up. Can you remember what crew you kept on board while she was laid up?—As far as I can recollect she always had an officer in charge, who did a certain amount of work, and four apprentices—some of these were in the last year—and she also had an engineer and an engine-room hand when required.

In a vessel of this size do you consider a complement of six hands when she is laid up a poor or generous allowance?—Very generous. Very few ships get six hands on board.

Answering further questions, the witness added that when she was recommissioned in November of 1933 she was drydocked at Swansea and surveyed, and any repairs required were done.

MANNING LIST.

A manning list of the vessel from 1932 was handed in by the Solicitor-General.

The President said that the materiality of it was that in 1932 the vessel had a crew which varied from between 35 and 40, and in January, 1934, she had a crew of 27, and later in the year they knew by the latest manning list she had a crew of 29.

Mr. Naisby.—What do you say about the sufficiency of the hands so far as the engine-room is concerned that you had in 1934?—Quite sufficient.

What was the normal capacity of the evaporator on La Crescenta?—Thirty tons per day.

We have heard it suggested that there might have been a breakage or a puncture of the coal hatch on the after deck, and that water might have got down through that aperture. What is your view as to what would happen to the water had it got through that hatch?—The water would go into the 'tween deck coal bunker. From the bunkers are chutes or pockets into the stokehold to carry coal down. There are bolted doors at the lower part of the chutes, which are easily removed. If there was water in the chutes they would slack off these doors and the water would run into the stokehold bilge, which is in common with the engine-room bilge.

The accounts for water supplied to La Crescenta show something like 195 tons were supplied to the ship. Do you think that Captain Upstill and Mr. Howey would be likely to sail on a loaded voyage with about 180 tons of fresh water on board?—No, sir.

By Mr. Naisby.—La Crescenta, said witness, was running on fresh water for the last years of her life. "In fact, I like salt water very often instead of some of the bad fresh water we get at times. She runs as well on salt as on fresh water."

Mr. Naisby.—It has been suggested that this vessel sailed from San Luis with an excess d.w. of 441 tons?—I do not know that weight.

Well, with the draft in excess of about 10ins?—I don't believe a word of it, sir!

REDUCTION IN CREW.

Solicitor-General.—You said this morning the Seamen's and Firemen's Union approved the reduction of crew?—Well, as a matter of fact, it does not come into my province to see the officials of the union. But the owners said they had a letter from the union saying they agreed to the reduced crew.

The President.—If there is such a letter, Mr. Hunt, you can get it?—Yes.

Witness told the Solicitor-General that he believed 190 tons of fresh water were taken on board before sailing to Japan, because it was the chief engineer's hobby to take fresh water, but he did nothing with it.

Solicitor-General.—It is a suggestion that the Plimsoll line was under water when she left?—Well, would sailors and firemen go to sea with the Plimsoll under water?

You believe that salt water for boilers is as good if not better than fresh water in boilers. But the Board of Trade experts do not accept that view.

Would you mind your experts going down to my ships and inspecting the boilers the next time they are cleaned?

The Solicitor-General regretted he could not accept the invitation of Mr. Rogers at the moment.

POINTS AGAINST THE SHIP.

Mr. Vere Hunt stated that his points against the ship were to be summarised as follow:—

1. That she was not sufficiently manned in the engine-room.
2. She was not sufficiently manned on deck having regard to her condition.
3. On the question of overloading they did submit that she was overloaded, but that was not material.
4. That the condition of the machinery was bad.
5. That the condition of the ship had been bad previously, and was bad at the time of the final sailing.
6. That the fire-extinguishing apparatus was neither sufficient nor efficient.
7. The accommodation for the crew was in a very bad state of repair, and that was material as far as its effect on the health of the men working on the ship.

The Solicitor-General.—These charges involve serious issues. There is a general attack on the machinery of the ship, and this may bring up the question as to whether the Lloyd's Register surveyor of the machinery should be here. It had been accepted that the ship was properly kept up.

Mr. Hayward.—I accepted the survey repairs at the time they were made, but I made no statement that the ship had been properly kept up. My statement is that she cannot be properly kept up if she is running in this condition with the crew she had.

Solicitor-General.—If this is suggested after the Lloyd's Register surveyor gave a 100 A1 certificate then he should go into the box.

The President.—Then if that were so he must be here.

MANAGING DIRECTOR'S STATEMENT.

Mr. Sydney Graham, managing director of Messrs. Harris and Dixon, Ltd., and also a joint registered manager of the owners of La Crescenta, was the next witness.

Solicitor-General.—Who carried out the management of the ship?—The heads of the shipping department.

Who was that in 1934?—Mr. Holland.

Witness added that he was the only official in Messrs. Harris and Dixon dealing with the ship. The heads of the chartering department were interested. There were many departments in the firm.

The President asked that the balance-sheets for the last three years, both of Messrs. Harris and Dixon and the Crescent Navigation Co., be produced. Messrs. Harris and Dixon were the controlling owners because they owned most of the shares. Shipping was a very small part of the business. It was mostly insurance, chartering, brokerage and oil business.

The Solicitor-General.—The ship cost £90,000 in 1923?—yes.

VALUE OF SHIP.

What was the value at the time of the loss?—£35,000 or £37,000. She stood at £30,000 in the books.

What were the insured values?—In 1923, £90,000. In 1924, £80,000, and from 1925 to 1930 £75,000. In 1931-32 the value for insurance was £75,000, and from February, 1932, to 1933 the part-risk policy was £50,000 hull and machinery, and £45,000 total loss. In 1934 the insurance on hull and machinery was £25,000 and total loss £20,000. At the end of 1934 the total loss insurance was £15,000.

The President.—Could you have sold her for that?—Although we put her value at £35,000 we could not have sold her.

The President.—You would have had to "give her away" from your point of view?—Yes.

The Solicitor-General.—Who would dictate these letters from Harris and Dixon to the master?—Do you mean who would dictate them or who was responsible?

Whose mouth would they come from?—Mr. Holland, head of the shipping department.

The President.—What does he do?—Looks after all the vessels, crews, stores, food, bunkers, &c.

By Mr. Naisby.—Witness said that prices had improved since the loss of the ship; she would be worth between £3,000 and £5,000 more to-day. Very few steam tankers were at sea to-day. They were mostly laid up under the Tanker Pool Scheme.

Answering further questions by Mr. Naisby, witness said that there was a difficulty in getting premiums down as well as they wanted them to.

With regard to the vessel being laid up, Mr. Naisby asked what steps were taken to get the vessel into commission at Povey and Milford Haven, and how they signed their crews.

TOOK RISKS FOR SAKE OF CREW.

The witness said they were concerned with the distress in the unemployment of seamen at that time, and he thought it was on Mr. Rogers' suggestion they decided to do something. They made up their minds they would take risks themselves in cutting down these insurances, and running a certain amount of their own risk of a particular average. He got in touch with Mr. Coombs, of the Officers' (Merchant Navy) Federation, and he got the crew for them.

With reference as to how he got his crew for the vessel when she was recommissioned after lying up at Milford Haven, he said he thought it was at Swansea. It was done in consultation with Mr. Rogers, and they decided, in order to get the vessel to sea and keep the expenses down, they would take the same risks as far as insurances were concerned and consulted the Seamen's Union regarding the crew.

Mr. Naisby examined the witness in connection with the master's letters dealing with the loading of the vessel, and referred to a letter sent to the master while the vessel was at Dundee loading for Black Sea ports, instructing him to do his best to get the vessel round as quickly and economically as possible, and giving a cargo estimate of at least 8,200 tons and 1,500 tons bunkers.

Witness said he could not recollect that letter; he did not see it.

LOAD LINE RULES.

Mr. Naisby, continuing, referred to the master's reply saying Black Sea ports at that time of the year came under winter load line rules, and that he would carry the best cargo possible under the circumstances. He asked witness whether he saw that letter.

Witness.—I cannot remember. I must have discussed these letters afterwards when I got back to the office, as I was away.

Answering further questions, the witness said they knew now the master was right when he said that the vessel could only load from Batoum to her winter marks. They had always been under the impression that they were right and the master was wrong. They probably thought they knew better than the master.

The President.—Who was there in the office capable of checking this matter as to whether the master was right or wrong?—Just the shipping department, Mr. Holland, and the other staff in the chartering department. Mr. Holland would get the information.

Who was there in the office who could determine it?—Mr. Holland.

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MEANING OF INSTRUCTIONS?

Mr. Naishy referred to another letter with regard to the voyage from San Pedro and San Luis to Japan, which stated that they were disappointed last time that he (the master) did not load to his tropical loading.

The President.—What do you mean by writing to him you were disappointed he didn't load to his tropical loading?—I cannot quite know what would be in our minds, my lord.

The President.—Was it to encourage him to do what he oughtn't to do?—I think that letter gives the impression. I wasn't there at the time; I was on my holidays.

By the Solicitor-General.—Witness said he did not remember the new rules for load lines in tankers of 1932. He might have signed a letter about it, but he forgot the contents of the letter.

You knew that if the new load line was to be given to tankers certain alterations had to be made to strengthen the ship?—I cannot say.

You said it was not worth while going in for the extra expense of altering the tanker?—Witness agreed. The cost of the alterations would have been about £400 to £500, said witness.

Solicitor-General.—Lloyd's Register of Shipping are saying that this vessel would not be safe if loaded down to the new free-board figures unless alterations were done?—I do not take it to mean that.

The President.—What do you take it to mean?

"NOT STRAIGHTFORWARD."

Solicitor-General.—This is not a technical matter, and you are not being straightforward. You mean to say that you, as managing director of a tanker company, only heard of the new load line rules for tankers one month ago. Did you hear in 1932 about it?—No, I cannot remember it.

Can you remember in shipping circles for the last few years the Safety of Life at Sea Convention and the new load lines were discussed?—Yes.

Did you know these rules were brought into force?—I cannot say "Yes."

Lloyd's Register indicated to you that this vessel was not safe to load to the new figure unless altered?—Do you want me to say "Yes" to this; because I cannot say "Yes."

Solicitor-General.—The rules laid down concern standards for safety?—Yes.

It seems so obvious to me, Mr. Graham, you must know these alterations should be done?—I have no technical knowledge of this matter.

The President.—Were these new rules brought to your notice or did you remember them? You are a business man. I ask you whether you say it was not brought to your notice or you didn't remember?—I do not remember.

HAD JUST READ RULES.

Solicitor-General.—Do you know there is not the slightest difficulty in discovering to what line a ship should load in any port at any time? Have you read the new rules of the 1932 Act?—I have not.

President.—Who in your firm would read the rules?—Mr. Rogers and Mr. Holland.

Solicitor-General.—Did you ask them if they read the rules since this inquiry opened?—Yes.

Solicitor-General.—It would be very unfortunate if we had to wait until the ship went to the bottom before the company's ship managers studied the new regulations?—Yes.

You knew that Batoum was not in the tropics, and that January is not in the summer?—Yes. Then did it come to you as a great surprise that the ship was loaded in the winter to Indian summer marks?—No, it did not.

A man who knew his business would not have written a letter about loading summer marks to Batoum?—"My answer is 'Yes.'"

The President.—You agree the load-line regulations are directed to the securing of the safety of life at sea?—Yes, my lord.

The President.—Then a man in charge who cared anything about safety of life at sea should keep himself up-to-date about the safety of life at sea regulations?—Yes, my lord.

Witness added that if he thought it was important it would have entered his mind.

The captain had written saying he could not overload in U.S.A. ports, even if in Russia, and that he could not stick it any longer. Yet he got a letter from Harris and Dixon saying they were disappointed that he had not loaded like that, said the Solicitor-General.

REMUNERATION AGREEMENT.

Mr. Hayward.—What is the term of agreement between Crescent Navigation Co. and Harris and Dixon?—The remuneration is about two or three hundred pounds a year and a commission on freights—about 5 or 2½ per cent.

Mr. Hayward.—You have a clause in the charter-party that says the ship is not responsible for leakage. Does this mean it does not matter to you how much of the cargo is leaked away?—No.

Did you not recollect the debate on the International Loan Line Convention and helm orders?—Yes.

Do you remember that Great Britain adopted the change in helm orders under the consideration that there would be a part of the Act giving us an international load line?—I think they were considered.

You knew the International Load Line came into force in 1932?—I must have known.

Did you not know, until the other day, the rules about new load lines?—I do not know.

Do you accept the responsibility of your orders to the master, "You must load to the tropical marks?" (A long pause):—"I do not know."

Did you send those orders ignorant or careless of the safety regulations?—They went out in the ordinary routine.

Witness added that the figures given on loading amounts by Mr. Steel, and the stores, were not correct.

Do you think you could load a ship to the tropical marks in the winter in the Black Sea?—Yes, I am afraid I did.

The hearing was adjourned until Monday morning.



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