

Q. B.]

THE QUEEN V. PLIMSOLL.

[Eng. Rep.]

the sense in which Mr. Plimsoll is using the word, would show that she was very much overloaded; whereas, if she was not a spar-decked vessel, I think it would also show she was rather overloaded, but not so much overloaded as if she was a spar-decked ship. Then it seems Mr. Plimsoll did go down and inquire about the matters, and I think he saw at Newcastle-on-Tyne and Sunderland this Mr. James Hall, and I think there is very little doubt on the affidavits, that Mr. James Hall in speaking to him made some rash statements which he cannot now verify. It appears that Mr. Hall refuses to make an affidavit, and also that Mr. Hall, when one comes to look at it, had, in fact, a charter offered to him at the time for a steamer, and the steamer he is talking about is a steamer of 1,200 tons, and not a steamer of 1,800 tons; but he had a conversation with Mr. Plimsoll, and Mr. Plimsoll's saying that to send vessels to the Baltic at this time of year, when lights are withdrawn, is unsafe, is not the gravamen of the charge, but it is whether she was overloaded, when there would be some risk from that. Then he proceeds to say:—

“Mr. James Hall, of Newcastle-on-Tyne, had a large ship (1,500 tons) waiting for freight in the Jarrow Dock, and he was offered 30s. per ton to carry a cargo of railroad iron into the east of the Baltic. It was the middle of September, the rate was high, the ship was empty. It was, as he said, very tempting; so he sent for the captain of the ship, and asked him if he durst venture into the Baltic then. The captain said to him, ‘For God's sake don't send us into the Baltic at this time of the year, sir. You might as well send us all to the bottom of the sea at once.’ Well, Mr. Hall discarded the offer, but five weeks later the offer was accepted by another ship-owner, and he proceeded to load one of his ships.”

Now, I think it appears clear that Mr. Hall did make some statements to him. It may possibly be that Mr. Plimsoll has attached too much weight to the statements he made to him, and I think Mr. Plimsoll is very much to blame to take the loose statements of a person in conversation, and, without making any further inquiry, to start with those statements and make an imputation on the character of Mr. Norwood. I think it is fair to Mr. Norwood to say, as far as this appears, there was no ground for saying that the freight had been hawked about, and that he took it at last. When 30s. was offered in September, it would be incredible that it should be ultimately taken for 22s. 6d., which I believe is the amount stated. It is right to Mr.

Norwood to state that it is clear that sensational bit of writing of Mr. Plimsoll's is utterly unfounded. Then he goes on to state what he considers to be a spar-decked ship, and how he considers that when iron is packed solid five cubic feet weighing a ton, that that is not a proper cargo. It all goes to the point of how she was loaded. Then, as to the main deck, he says: “Instead of her main deck being above the water-line 2ft. 3 $\frac{1}{2}$ in., it was actually 2ft. 10in. below the level of the water-line, and her spar deck was only 2in. above the water-line.” Now, I think when it is stated she went out on an even keel of 21ft. 6in., that is not exactly correct, still it is substantially correct, but it is an exaggeration to say it was more. Then it goes on to say, “And this vessel so loaded was sent off to the Baltic in November, or five weeks later than the same freight had been refused by Mr. James Hall, of Newcastle-on-Tyne, on the ground that it was too late in the season to send a ship without imminent peril to the lives of the seamen.” That, I think, was a rash statement, which, without sufficient inquiry, he ought not to have made. “Of course she was lost, foundered about 18 miles from the English coast, but fortunately her crew were saved by a fishing-boat. She was insured of course.” Now on that I think there can be no doubt that what was intended to be conveyed, and what was conveyed, was that the owner of that ship, Mr. Norwood, who is plainly referred to, at that time was insured himself, and that he had the sole risk in the vessel. I think it cannot be doubted, and I think from what follows afterwards, it is clear that Mr. Plimsoll, at the time he wrote this, believed that Mr. Norwood was the sole owner of the vessel, and believed he was insured. The fact was that Mr. Norwood was only owner of 12-64th parts of the vessel, and as far as the hull was insured, he was not insured. The others were insured, and I cannot but feel that is a very great part of the imputation. It is not simply that Mr. Norwood sent her out, having loaded her so that it was dangerous to send her out, taking the risk, when it might be a matter of rashness to do so. That is not what Mr. Plimsoll goes on to say; but he goes on to say this—I do not think he means to convey that she was overinsured so that he would make a profit on the ship in the event of her loss, but he conveys the imputation that she was fully insured, and consequently he was reckless (his money being safe) about everything else. I think that is a very great aggravation of the libel, and a material and important part of it; and as to that, I certainly