

vessel was abandoned before she ought to have been, that might go to show there was something wrong and that she was not abandoned of necessity. There is another point. There does not appear to have been the slightest effort made by anyone but Roberts to see what caused this leak, and with reference to him it was singular that the second officer of the ship should have been satisfied by merely going down in the hold and looking round to see if there was water. That is for you to consider. But on the other hand, one would suppose that the captain, finding that his vessel was leaking very rapidly and that the leak could not be overcome by the pumps, and no one being able, apparently, to account for it; that he himself would have made some effort to discover where it was. But there appears not to have been the slightest effort made to discover where the leak was, except by Roberts, the first mate, as I have already stated. Again, they made no effort to lighten the vessel by throwing off the cargo. There were no signals of distress. Some witnesses say that it does not make much matter about signals of distress; others say they would put them up. You have heard the statements made by the crew before the Naval Court, and the evidence of Thomas and the others here. Now, it is for you to say at which place they were telling the truth. Roberts said that some of the casks swashed like casks of water, and other evidence goes to show that genuine casks of melado will swash. [His Honor read Roberts' evidence about the loading of the cargo and where he said he did not know if the captain knew anything more about the cargo than he (Roberts) did.] A great deal has been said about the construction of the bill of lading and the effect of the clause "weight and contents unknown." The meaning I take to be of this is, when the captain receives on board his vessel a certain number of casks or cases and signs a bill of lading, if he delivers those casks to the consignee, he is not responsible for what they contain, nor whether they contain what they have been represented to contain or not. If Captain Tower had gone to New York and delivered these casks, it would make no difference to him whether they were melado or dirty water. He would have discharged his duty and performed his part of the contract. But if he knew that they contained dirty water, the fact of his signing the bill of lading, "weight and contents unknown" would not affect the matter in any way. But if he did not know anything about it, he would not be responsible. If he knew when he got them on board, then a responsibility might attach, if anything was done during that voyage to destroy the vessel. If he knew what the cargo was and it was dirty water, would that be evidence of a motive for scuttling the vessel? Now, with reference to this insurance, we have Tower's statement that he made to Thomas that the vessel was insured for three times her value; but we have the evidence of Judge Palmer, who says he told Tower nothing about the vessel. If you think Tower told Thomas what Thomas said he did, how did Tower get his information? Do you believe the vessel was over-insured or not? On this point you have a great deal of evidence. It has been given in evidence that the vessel was not worth over \$10,000 Judge Palmer said he would not have sold her for \$16,000 or \$18,000; but it is for you to believe whether she was over-insured or not. By the accounts and letters between Judge Palmer and his agents the vessel appears to have been insured for £2,700 or £2,900. [His Honor read letters from Bolyea & Co., and the account current up to Jan. 30, 1879.] A good deal has been said about these accounts, and whether certain marks which appear on this account are genuine marks, or whether they were put on afterwards or not. Judge Palmer has said, in consequence of certain marks on the accounts he considers that the £400 was only on the voyage out to Cienfuegos. Mr. Thomson, on the other hand, has contended that it could not have been the case; that the insurance was on the ship's account and on a round voyage to Cuba and the United States. Judge Palmer said he could not give any information about that £400, whether it was insurance on the vessel or not. Now, the question is, was the vessel over-insured? And if so over-insured, did the prisoner know that? If he did not the over-insurance on the vessel would not affect this case. If he did know it there might be some motive to lead him to destroy the vessel. If he did not it would appear that he had no motive to destroy the owner's property without being compensated, and therefore he would have nothing to do with Judge Palmer here, only as I have said. If he knew this article on ship board was not melado, he might have a motive for destroying the vessel. Otherwise, I don't know what motive he would have, but from the evidence of these parties you can draw your own con-