

Glide (3447) – Full Description

During the gale on the evening of Tuesday 16th February 1915 the *Glide*, Captain William Smyth, master, from Carty Port bound for Dublin with a cargo of about 100 tons of agricultural drain tiles (pipes), sought shelter at Peel. In making the harbour she ran aground just outside the harbour mouth on the 'Wart', the tide being about five hours' ebb. When the tide flowed the gale increased in violence and the vessel was driven on the rocks behind the outer jetty and badly damaged. The captain secured the services of the steam trawler *Manx Princess* Captain Corris, master, to tow him into the harbour, and this was successfully accomplished. However, the *Glide* was declared a constructive loss and was broken up in Peel harbour during March 1915 and her register was closed on 30th March 1915. Besides Captain Smyth the only other crew member was the mate, Patrick Powers, Belfast.

*"BY THOMSON AND EVERARD.
TUESDAY, JULY 27th, 1915*

ON ACCOUNT OF WHOM IT MAY CONCERN.

Cargo Drain Tiles

Salved out of Schooner 'Glide.'

And now stored at Mr Robert Lemon's Yard, QUAY PEEL, ISLE OF MAN.

THOMSON and EVARARD are instructed to SELL BY PUBLIC AUCTION on TUESDAY, JULY 27th on account of whom it may concern, in Mr Robert Lemon's Yard. QUAY PEEL, Isle of Man the following DRAIN TILES or PIPES –

2,700 6-inch.

900 4-inch.

32,250 3-inch.

Can be inspected any day in Yard.

Auction on the Premises at one o'clock, afternoon.

Terms - Cash.

Auctioneer's Office: 22 Athol Street, Douglas. Tel. 264"

"Sequel to Wreck at Peel.

Claim in the Admiralty Division.

Cargo Owner v Ship Owner.

Alleged Excessive Charges.

At the Vacation Court, held at Douglas on Monday (30th August 1915), his Honour Deemster Callow presiding, David Crawford, tile manufacturer, of Carty, Wigtonshire, brought a suit in the Admiralty Division of the High Court of Justice against George Flack, of Belfast, and James Fawcett, his agent. Mr C B Nelson appeared for petitioner, and Mr Edwyn Kneen for the defendant. Mr Nelson read the petition, which showed that in December last Crawford chartered the schooner 'Glide' belonging to the defendant, George Flack, of Belfast. The schooner was to carry a cargo of about 100 tons of agricultural drainpipes from Carty Harbour, Wigtonshire, to Dublin, at a freight of £40.

*The cargo was duly shipped, and the schooner sailed from Carty Harbour for Dublin on the 14th February 1915. On the 16th February, the *Glide* ran ashore near Peel, and it was found that she was badly damaged and unable to proceed on her voyage. The wreck was brought into Peel Harbour, and the cargo was landed by Flack's orders, and stored in a yard in Peel, belonging to George Lemon. Subsequently Flack made a claim on the plaintiff for £36 1s. 9d., for towage, harbour dues, labour, cartage and other expenses in connection with the wreck of the schooner and the landing of the cargo at Peel. He also claimed a further sum of £30, balance of freight - thus making a total claim against the plaintiff of £66 1s. 9d. Flack also claimed that he held a lien for this amount on the cargo.*

Crawford denied his liability for the said sum on the ground that all such claims in maritime law were not payable by the cargo owner alone, but were general cargo charges which are divided between the shipowner and the cargo owner, and that the balance of freight was not in any case payable by him, as the said voyage had not been completed. The plaintiff stated that he had always been willing to pay any part of such charges for

which he was legally liable as cargo-owner. Flack insisted on the payment by plaintiff of the whole of the sum of £66 1s. 9d. and advertised the sale by public auction on the 27th July. Mr Nelson attended the sale, and prior to the commencement protested against the sale. He gave notice to the auctioneer and to Flack personally that the cargo belonged to plaintiff, and that Flack had no legal right or authority to sell the cargo. As to the said claim of £66 1s. 9d. Mr Nelson offered in writing by letter addressed to Lemon by his agent, J Fawcett, to deposit this sum in cash in the hands of Lemon, pending the question of petitioner's liability being tried and settled at law; but Lemon, by his agent, and Flack refused to accept such deposit on these terms and insisted on the money being paid unconditionally, and in default of payment that the sale should proceed, and, notwithstanding plaintiff's protest, and the offer made by him, the cargo was put up for sale and knocked down to Fawcett at the price of £65. The plaintiff was informed that the cargo was bought in by him for Flack. A portion of the cargo was alleged to be unsaleable from breakage, and plaintiff estimated the remainder at £120.

Crawford was prepared to pay the sum of £66 1s. 9d. into Court, or to deposit it as the Court might direct, subject to the question of his liability, if any, being duly tried. He submitted that Flack had no right or authority to sell the cargo and that Fawcett had not and could not acquire under the circumstances any legal right or title to the same, and that he or Flack should be ordered to deliver up the cargo to plaintiff; that in the meantime, and pending the hearing hereof, that Flack and Fawcett, and all other persons should be inhibited and restrained from dealing with or removing the cargo out of the jurisdiction of the Court.

Mr Nelson, proceeding, said the claims were excessive. There was £15 for towage. Now the towage consisted of taking the vessel between the hour of 11 and 12 midnight from the outer harbour. Harbour dues were set down at £1 5s. 3d., and the total came to £36 1s. 9d. He did not object so much to the claims for getting the cargo ashore, but they thought they were entitled to damages for the unseaworthiness, and from the fact that the ship had gone ashore. He did not see how any possible claim for freightage could be made out. The defendants had not delivered the goods and could not deliver them.

Mr Kneen said the defendants contended that what they did was solely on account of the cargo. After the vessel had gone on the rocks she began to bump and broke herself. The only object in getting her off was to save the tiles. The vessel was sold as a wreck, and they could have sold her where she went ashore so far as they were concerned.

His Honour said that if she had been left she would have broken herself into bits, and there would have been no salvage at all.

Mr Kneen said she went ashore in the middle of the night, and they had to get a trawler to tow her in. He said the defendants would require evidence of urgency. They would have to collect their evidence - for instance, it was obvious the evidence of the captain and crew would be very necessary.

His Honour: On what grounds do you claim freight, when the cargo was never delivered? Mr Kneen said a lump sum had been agreed upon for the freight.

His Honour pointed out that there had been no delivery anywhere.

Mr Kneen said he had not had full instructions yet. He had been pressing the solicitor to ascertain the whereabouts of the crew but so far he had not found them.

His Honour said Mr Nelson had offered to deposit the money if the defendants would hand over the goods.

Mr Nelson: We will do it now.

His Honour said the plaintiff considered, rightly or wrongly, that the £120 was the value of the goods, and was prepared to deposit £60 for them during the settlement of the suit. He thought the plaintiff would be the most likely person to dispose of the cargo to advantage, seeing he was in the business.

Mr Kneen said that Mr Nelson had turned up at the sale and ruined it.

His Honour said that Mr Kneen was asking for a certain amount of consideration from the Court because of the difficulty in getting his witnesses. He wished to know if Mr Kneen would allow Mr Nelson to deposit the amount offered if the Court granted the defendants that consideration which they sought. He proposed to adjourn the case for hearing at the next Court, unless Mr Kneen was prepared to accept the offer made by the plaintiff, then he would be granted the consideration of an extended period to get his witnesses. Mr Nelson said he was quite prepared to go on with the case, because all their case was on paper. All he would show was, that his client was the owner and prima facie the tiles were his property. His friend said they had sold them as third parties, but he could only say they, the defendants, had no right to sell them at all. Mr Kneen said he was afraid he would not be able to accept the offer made by plaintiff until he had received instructions. Mr Nelson contended that the defendants had no claim whatever for freight. He produced the report of the Receiver for Wrecks, who had held an inquiry after the vessel had gone ashore. The evidence of the master, Smith, was given, in which he said that they were proceeding on their voyage without any mishap until early on Tuesday 16th February, 1915. The tide was then four hours flood, and a full gale was blowing. The boat was at Peel. She was being warped into

Peel harbour, when the warping carried away and the vessel went upon the rocks at the entrance to the harbour. The steamer Manx Princess was signalled to and she took the schooner in tow and was brought into Peel. The vessel, said the report, sustained slight damage, the loss being estimated at £7 and the damage to the cargo nil. The damage might have been avoided if the warping had not been carried away.

His Honour said it did not look so much like a case of salvage as one of ordinary towage.

Mr Kneen said a survey was made afterwards by the harbour master and a carpenter, and they found there had been much more damage done.

His Honour said the matter would be adjourned to the next Court, and if the defendants wanted consideration after that they would have to show him very good grounds indeed.

Mr Nelson asked leave to add to the petition certain arguments—that the ship was unseaworthy and was lost by default of the defendants, and that £9 paid on account of freight be returned; also that a claim for damages be entered. He asked leave to amend the petition in this respect.

His Honour said he was not sure that he could allow this in the Admiralty Division. He would initial Mr Nelson's written statement, and the question could be argued when the case came on.

Mr Kneen was granted leave to amend the defence to meet the new points raised. Mr Nelson said he would not have raised the question only he thought the plaintiff was being played with by the defendants.

Mr Kneen: My learned friend is very suspicious.

His Honour said the defendant would have to hand in a defence within ten days after the delivery of particulars.

The matter was then adjourned to the next Court."

"Sequel to Wreck at Peel

Cargo Owner Sues Shipowner

Vessel Alleged to be Unseaworthy and Undermanned

Important Evidence

In the Admiralty Division of the High Court of Justice held on Monday (11th October 1915), before his Honour Deemster Callow, the suit of David Crawford v. George Flack and Frank Fawcett for the recovery of a cargo of tiles shipped in defendant's boat, for £9 paid on account of freight, and damages for loss sustained.

Mr Nelson said the points at issue were that the plaintiff claimed possession of the cargo of tiles, the return of £9, which was paid on account of freight, and also there was a claim for damages for loss through the negligence and conduct of the defendant, due in the first place by the unseaworthiness of the vessel and the inadequate crew, whereby the damage arose for which the defendant was responsible. In these circumstances plaintiff claimed that no freight was recoverable, and they asked for the return of £9 paid on account of freightage, and also for damage caused by the unseaworthiness of the vessel. The defendant claimed £36 1s. 9d. expenses incurred in salving the vessel at Peel, and also £30 balance of freight, making a total of £66 1s. 9d. With regard to that he was prepared to show that the money had been tendered to defendant, and he had offered to deposit the money in Court, and they protested against the defendant selling the tiles, as the defendant had no right to do so.

Mr Cruickshank: You tendered a cheque.

Mr Nelson: No, I tendered the amount in gold and silver.

Mr Cruickshank said the position he took was this. The claim his learned friend made was for the possession of the cargo. That matter was now taken out of the consideration of the Court, because they had arranged terms upon which the cargo was to be given up. There was no question now as to the cargo.

Mr Nelson said that at the last Court the defendant asked him to make the deposit, but his reply was 'No. go on with the hearing of the case.'

His Honour: There is no deposit now?

Mr Nelson: No, I offered it previously but that offer was withdrawn.

Mr Cruickshank said they admitted it was a proper subject to try the case of the cargo in the Admiralty Division, but as far as the claim for damages, he contended that in a matter such as this, between parties in Scotland and Ireland, his Honour had no jurisdiction over it, and it could not be tried by him. So far as the question of freight was concerned, he thought he could relieve the court of any doubt on that point. They did not claim for freight, but they did claim for salvage. As far as the £9 was concerned he could not make out what that was for. The only question was that of the jurisdiction for the suit for damages for breach of contract.

His Honour: You are not going on with the question of damages? - Yes.

It was decided to take evidence and hear the argument on the jurisdiction afterwards.

David Crawford, examined by Mr Nelson, deposed: I am a brick and tile maker, residing near Wigton Stewart, Wigtonshire. I have come over here for the purpose of this case. I shipped a cargo of about 100 tons of tiles in the schooner *Glide*, belonging to the defendant, Flack, to be taken from Carty Harbour to Dublin, under a charter party dated 15th December, 1914. She was consigned to Dublin. The freight was to be £40, and I paid £9 to the master before sailing. I have the master's receipt for that. His name was William Smith. The vessel sailed on the 14th February. The next thing I heard was that she had got ashore at Peel. I wrote to Flack, and got a letter in reply dated 20th March. I then got no particulars as to how the wreck transpired until the 19th March, when my solicitors received a letter from Mr Flack's solicitor, Mr McInty. The claim for £36 1s. 9d. came to me in that way. I gave instructions that the sum was to be deposited pending the question being tried. The first I heard about the sale of the cargo was on the 15th July, from my solicitor. I claim now that I am not liable for any expenses for salving the ship or cargo. I claim that the ship was unseaworthy, and carried an inadequate crew. On the question of damages I claim the goods should be returned free of charges for storage. I am aware that a charge of 5s. a week is being made by the man in whose yard the goods are stored. I claim the return of £9, paid to the master, and I claim £40 for loss on the market of the goods. The stuff is now on my hands, and I can get no market for it. I understand that 10 tons has been lost altogether. It is a fact that the cargo of tiles could have been sold to the Camp, but I could not get possession of them. The cargo now consists of 2,700 6in. tiles, 900 4in tiles, and 32,250 3in. tiles. The numbers originally were 3,000, 1,000 and 34,000. the others have been lost or broken. If the tiles are handed over to me I could not do anything with them. The price I was to get for them in Dublin was close on £115. On those grounds I put the damage at £40. Personally I do not know anything about the ship and her seaworthiness.

Cross-examined by Mr Cruickshank: The master asked me for the £9, and said it was wanted for wages and ship's expenses. The £115 for the cargo was inclusive of freight. I have tried to sell the tiles here but the only reply I received was from a farmer, who was willing to take a cartload. I understand the offer had been made by the Camp authorities to take the tiles.

Mr Nelson said he could not get possession of the tiles.

Mr Cruickshank: How do you get at the loss of £40? - The tiles that are broken. I take it that the figures are correct. I got them from Mr Flack. I have no doubt that Mr Flack's men could count them correctly. The loss on the tiles would be about £10, if the count of breakages is correct. Mr Cruickshank said that £65 had been offered at the auction for the tiles. Re-examined: If the cargo was restored, it would cost me £40 to get them home again.

Witness said there was another point. Why was the 5s. a week charged for storage?

Mr Cruickshank: We claim our lien. We hold that we had a right to hold the goods for our salvage lien.

Alexander Vernon deposed: I am a retired master mariner, and I live at Creetown, in Kirkcubrightshire. I have been in the coasting trade all my life and have been master of a coasting vessel for over twenty years. I am well acquainted with Cree, and sometimes pilot vessels up. About the beginning of February the schooner *Glide* appeared off the estuary of the Cree, and I and Capt. Macreen piloted her up to Carty. After she was loaded with tiles I piloted her down. I had a good opportunity of observing her and I consider that she was not fit to take a cargo of tiles. She was not seaworthy. I saw her at Carty, but part of her crew were pumping her. They had to pump both at Carty and at Creetown. She was a very old boat. North American built, of soft timber. I could see where she was leaking. I do not know to what extent she was leaking, but I saw them pumping when she was dry at Carty. I did not think she was in a fit condition to go to sea. I would not have gone to sea in her myself.

Mr Cruickshank: This is all under protest. It is not within his Honour's jurisdiction.

His Honour thought it was within the scope of his jurisdiction since it tended to upset the counter-claim.

Witness, continuing: The captain was Captain Smith. I was speaking to him about the cargo and about him taking a cargo of stones. He said he was taking a cargo from Carty, and could not take stones.

Mr Nelson: Did he say anything about the condition of the vessel?

Mr Cruickshank objected.

Witness, proceeding, said the crew consisted of one man and the captain. I do not consider that was proper and sufficient.

His Honour: What do you consider a proper crew?

Witness: Not less than 3 men or 3 men and a boy. - Continuing: There was a boy, but he deserted. Those two men would not be sufficient to navigate her. She was not an easy boat to manage. She was a heavy boat and had heavy sails. Her spars were not heavy enough for the size of the ship. The time of the year had nothing to do with it, because she was undermanned for any time of the year. When we were coming down the Cree the wind was fair, but because there was no crew we had to anchor to put us ashore. If the boat would have been properly manned the pilots could have, been put ashore while the vessel was kept under weigh. In ordinary circumstances she would have arrived in Dublin the next day. We left Carty about midday on Sunday, and would

have arrived in Dublin next day without difficulty, I am providing that the wind carried. There was no occasion in following her course for the vessel to go ashore at the point of Peel pier. At the time she sailed the wind was blowing off the Island. The only explanation I can give of her coming into Peel was that she was short-handed and making water.

Mr Nelson: Supposing it was blowing a gale off the coast of the Island, what was her course? – Either to go back along the coast or anchor inside the breakwater. If there was any heavy weather, the two men on board would not be sufficient to navigate her and keep her dry. Even if they had not to pump the vessel two men were not sufficient to navigate the ship in a gale of wind. A heavy gale did come on on the Monday, but if the vessel had gone on from Carty when I left her she would have escaped that, but she lay for 24 hours at Creetown, and had to put down her anchor and sails there.

Cross-examined: I never sailed in a vessel of this sort myself. My vessels have always been staunch, well found, and well manned. I cannot give any idea of her registered tonnage. I could not give her weight. I boarded the vessel at Creetown. She came to anchor at Creetown, and they did not pump on the way up. The water was pumped out when she was high and dry. The best of vessels have no water when they are dry. There is always some water in most vessels. I say the vessel was unseaworthy. She was entirely ‘done.’” She was making water.

Mr Cruickshank: How do you know?

Witness: Because I saw them pumping.

How long? – I can give no idea. She was not pumped on the way up. I say that any vessel which has to be pumped when she is dry is unseaworthy. Any person looking at the ship could see that the ship was old; the gear was old, and she was unseaworthy. When we came down the river it was fair wind. It would have taken 15 minutes to put me ashore. By the time the anchor was let go and the boat sent to shore the tide would have fallen, and one man could not keep the ship under weigh. If there would have been three men on board two would have been required to put us ashore, and the captain could have kept the vessel under weigh. One man would not be sufficient to put us ashore. If it had come on to blow off the Island I would keep the vessel up and down under the lee of the land, or have let go my anchor inside the harbour mouth.

During the cross-examination, witness asked Mr Cruickshank if he was trying to ‘pick holes in him,’ and protested that he wasn’t going to be ‘picked up.’

Re-examined: I know Peel harbour, and from my knowledge of it, with a wind from the southeast, I would have thought it sufficient to drop my anchor in the bay. No master with a staunch ship would have put his boat on the sandbanks in Peel harbour mouth at 4 hours ebb, unless the vessel was going down under his feet. I had known the *Glide* twenty years ago. I often saw her in the Liverpool trade.

James McCandish deposed: I am a tile maker, and live at Carty Harbour. I assist to load and unload vessels there. I remember the *Glide* coming in in February of this year. I saw her come in and I assisted to moor her. I assisted in loading her with tiles. I observed when the tide was full that she was leaking bad. There was seven inches of water in the hold. It interfered with loading the vessel, because we had to stand in the water over our boots. The vessel was on a gravel bottom, and there was no water about her when the tide was out. There were tiles seven inches under water when we loaded. I have loaded other ships which were leaking, but none as bad as this. The *Glide* had to be pumped out after every tide. The pumping took twenty minutes. I drew the captain’s attention to the leaking, but he never spoke. He knew that the vessel had to be pumped, because he had to do it himself. When the vessel was in port there were rows going on between the captain, mate and the boy. I heard the mate say, ‘Tell the boy that he should report the state of the ship to the Customs officers and she would be condemned and not allowed to leave the port.’ The boy deserted the day before the vessel sailed, and she went without him. The vessel was in a bad condition. I remember the mate putting a knife through the fo’c’sle ceiling and it came out on to the deck. The condition of the hold was very wet and damp. The tackle on the boat was rotten. She carried a wire rope, the strands of which were all broken. There was another hawser which was all spliced. The hawser was not wire. The rattlings were not fit to go to sea with. When the vessel sailed, one of the pilots suggested that I should go down to Creetown on her and go back on my bicycle. I would not go because I was not too sure of her (laughter). Part of the cargo was agricultural drain pipes. Those absorb water and become much heavier. A pipe weighing 17 cwt. would absorb water and would weigh 24 cwt. when wet. I know this by actual experience. This would also be the case in respect of other pipes. I objected to take a trip down the river Cree, though it is not a perilous voyage. If I go for a trip I like to go on a ship, that is safe.

Mr Cruickshank: You thought that you might be shipwrecked? – Yes.

You were asked to take your bicycle—Were you afraid you might lose your bicycle? – No.

Mr Nelson: Life is dearer than any bicycle (laughter).

Witness: I saw the vessel being pumped after she came in. She also had to be pumped out after every tide. This took twenty minutes. I objected to the master about the water, but one could hardly speak to him,

because he was so cross (laughter). I did not report the condition of the vessel to my employers until I got word about it being wrecked.

Douglas Everard deposed: I was instructed by Mr Flack's solicitors to put this cargo up for sale by auction at the beginning of July. I put the cargo up for sale on the 27th July. I remember Mr Nelson appearing at the sale and stating that he was willing to put £66 1s. 9d down there pending the decision of the court. Mr Flack and Mr Fawcett refused to have anything to do with it. Mr W. M. Kerruish was also there giving advice, but as far as witness knew he was not acting for anyone.

Mr Nelson: I said that anyone buying the cargo was buying a law-suit, and the cargo was knocked down to Mr Flack for £65: - Yes.

Cross-examined: If the sale had been allowed to go on I am almost certain I would have got the £100 for it. There were several good buyers present. There been several people enquiring about the lots since. I think I would get more than £75 for the stuff now.

Mr Nelson: That is what you call a pious opinion.

John Wilson, harbour master at Peel, deposed: I remember the *Glide* being aground on the 16th February last. I saw her come up from the north, and I saw her take the ground. The wind was off the land. There was a moderate gale. I think any prudent captain would have sought the harbour instead of crossing the channel; but it was not necessary to put the vessel aground at four hours' ebb. I think the captain did wrong in doing that. I think he should have anchored in the bay. There were other vessels anchored in the bay. I do not think the vessel was sufficiently manned. There should have been three good men on her at least. I have heard the evidence of the other witnesses, Capts. Vernon and McCandish about the condition of the vessel. If their description is correct two men could not navigate the vessel and keep her dry, because if she was making that much water inside, she would make more at sea. I know Captain Smith, of the *Glide*. He knew Peel harbour well.

Mr Nelson: Would it be a fair explanation of his being aground at four hours' ebb at the mouth of Peel harbour that the leak got too much for him? - I wouldn't like to say. He is captain of his own ship and could do what he liked; but I would not have acted as the captain did. If a tight ship left Creetown at midday on Monday, 15th February, was there anything to prevent her getting to Dublin within 24 hours? - There was nothing in the conditions at Peel that day to prevent him making the voyage in 24 hours. If he had left on Sunday he should have arrived before the gale started. I was in negotiation about the sale of the tiles. I could have sold them, but there was a difficulty in securing delivery. When the tide rose I sent three men to assist them in. An attempt was made to warp her in, but the rope broke, and a steam drifter at the pier arranged to tow her in. She got a severe bumping for a couple of hours. The cargo was taken out of her, and I was asked to make a survey for the owners. We told them that it would cost a great deal to make her seaworthy. I know that the vessel was built in New Brunswick in 1861. She was what is called a soft-wood ship. The vessel was subsequently sold for breaking up. I heard she fetched £40. That was as she stood without her cargo.

Cross-examined: The sea was smooth in the bay that afternoon. There was nothing extravagant in the master, trying to make Peel harbour, but it came on a very high wind after. It turned out one of the worse nights for years. Only it came on such a gale it might have been all right. The mistake the captain made was putting the vessel on the sand instead of coming to anchor, but it was the increase in the wind that caused the rope to part and allowed the vessel to bump on the rocks. It was such a bad night that even a good vessel would hardly venture across the channel.

Re-examined: When the *Glide* came in at 4.45 p.m., was there anything to prevent a fairly found vessel from proceeding on her voyage? - Yes, the glass was very low.

By his Honour: No sane man would have put the ship aground at four hours' ebb, unless he had a reason.

By his Honour: I put the value of the ship down as £50. Old schooners are scarcely worth taking as a gift now.

Wm. G. Cubbon deposed: I am employed with Messrs Thomson and Evarard. I remember you (Mr Nelson) tendering the sum of £36 odd.

Mr Nelson asked leave to put in the correspondence between the solicitors. This was the case for the plaintiff.

George Flack deposed: I was owner of the schooner *Glide*. When the vessel went to Carty she was in Al condition. She was one of the best fitted up vessels in the coasting trade. I spent £55 on her in the previous year and she was passed by the Board of Trade. She had a quantity of new gear. I gave her a new mainsail, inner jib, outer jib, and a quantity of other gear last year. She was well found in every respect. She had three men on board when she left, but one left the ship the day before she sailed, and we had no opportunity of getting another man. The day after she went on the rocks I got a wire asking me for £25 to pay expenses in connection with the salvage. The total cost of salvage was £36 1s. 9d. I required payment of out-of-pocket expenses only. I never refused delivery of the cargo. I was never offered a coin in settlement of this. The question in dispute was the claim

against the cargo. The vessel would have been as much use to me on the rocks as in the harbour. I had neither insurance nor freight, and that vessel stands on my books to-day at £290. From March to July I never had an offer except from Capt. Cowell. On the day of the Auction Mr Nelson came forward with the bag, which he tendered as the amount; but the bag might have contained sawdust or anything.

His Honour: When a member of the Bar came forward and offered money he could take it that the money would be paid.

Cross-examined: I do not know where the captain and the mate who were on the *Glide* are now. I have made efforts to find them, but have not found them. The mate's wife lives in Belfast. I know the mate is at sea, because his wife told me. I do not know where he is, but members of the crews of ships are not allowed to tell where they are sailing now. I do not know whether the mate is now on a ship in Government service. I was not aware that my solicitor made a claim for £36 1s. 9d. for harbour dues towage, and salvage expenses, and £30 balance of freight. That sum was never tendered by Mr Nelson.

Mr Nelson: Was any sum of money mentioned to you on the day of the auction? - No.
But the previous day, did I not tender to Mr Thomson, auctioneer, in your presence, a certified cheque for £66 1s. 9d?

Witness: The *Glide* was rebuilt in 1904. She was classed AI at Lloyds.

Mr Nelson: Do you swear that? - There is no class given to wooden vessels.

His Honour: What do you mean by trying to deceive the Court?

Witness: I was not trying to deceive the Court?

His Honour: You said distinctly that she was classed AI at Lloyds. You know there is no class for wooden vessels?

Witness: Certainly.

Mr Nelson: You be careful. Mr Flack.

Witness, proceeding: I knew that the plaintiff was alleging that the vessel was unseaworthy, and that she was shorthanded; but I did not think it necessary to bring witnesses here to refute that allegation. About three years ago the vessel was run into by a fishing boat. I do not know that previously to that she was carrying a cargo of lime which took fire.

Mr Nelson: Are you sure the vessel has never been in any other trouble or difficulty since you got her? - I know I am on my oath.

Mr Nelson: I don't think you do, the way you are answering.

Re-examined: The trouble in Ramsey Bay was a fishing vessel running into her while she was anchored. The fishing boat had to pay the damage, which amounted to £80. I repaired the vessel after I bought her in 1904, at a cost of £450.

Frank Fawcett deposed: I bought the vessel in Peel harbour. She would have been worth quite as much to me lying on the rocks as in Peel harbour - in fact better. I could have sold the tiles had they been mine on three occasions. I was asking 30s. a ton for them I could have got £100 for them. I think I could realise £100 yet, but not all at once. I could sell 35,000 of the tiles within a week. I offered £65 at the auction, and I will give that yet. The decks of the *Glide* were some of the best parts of the boat. It would not be possible to put a knife through the decks.

Cross-examined: I never communicated the offers to buy the tiles to Mr Crawford. Capt. Cowell, of the Camp, came to me and offered to buy the tiles at a good price. I referred him to Mr Flack and Mr Crawford. Before I bought them at the sale this was the only offer. I bought the tiles for Mr Flack, and Mr Flack's goods are not mine. When I came to Court, when the case was first called, I was not put into the witness box. I appeared then to state that the goods were not mine. But you (Mr Nelson) turned round to me and said 'I've had enough of your impertinence.'

Mr Nelson: That is very probable.

On leaving the box Fawcett said, 'I would just like to know who is to pay my expenses. I have been dragged to Douglas four times.'

His Honour: The question is whether you ought not to pay somebody else's expenses. The defence put in is to the effect that you purchased the goods. Mr Nelson asked that the question of jurisdiction might be left over to give him an opportunity of looking into it. The only question in the way of his client now was whether he was liable for any portion or what portion of the expenses. Continuing, Mr Nelson contended that no part of the expenses of the salvage could be obtained if it was established that the ship was unseaworthy and undermanned. The case was adjourned to Douglas for the conclusion of the hearing."

"Judgment has been given in the case tried in the Admiralty Division of the High Court of Justice, arising out of the wreck of the schooner *Glide* at Peel last February. It was alleged that the vessel was unseaworthy, and this

allegation was upheld, the plaintiff, David Crawford, tile manufacturer, of Carty, being awarded the cargo of tiles, which the defendants. George Flack and Frank Fawcett, had seized for salvage charges, and defendants were also ordered to return the £9 paid on account of freight. A claim for damages, was dismissed, as the Deemster considered he had no jurisdiction to deal with the claim."