

SOME FACTS CONCERNING THE SCUTTLING OF SHIPS.

BY LAWRENCE IRWELL.

The captain of a ship is "monarch of all he surveys," when away from land, and when there is no other ship above the boundary line of sea and sky. As a consequence, there may be said to be comparatively little difficulty in his way, should he propose to scuttle his ship, either to assist or to injure the owners of it. For this reason, the punishment for scuttling has always been very severe all over the world. By an act of congress passed in 1804 it was enacted that "any person not being an owner who shall, on the high seas, wilfully and corruptly cast away, burn, or otherwise destroy, any vessel into which he belongeth, being the property of any citizen, or citizens of the United States, or procure the same to be done, shall suffer death." The British laws were similar, and a man named Codling was hanged on the sea-shore of the county of Kent, about 1805 for scuttling a vessel, in order to obtain the money for which she was insured. I believe that this was the last time the death penalty was carried out in an English speaking country for ship scuttling, and less drastic laws now prevail, the punishment being a long term of imprisonment coupled, of course, with the cancelling of certificates when the offenders are officers.

A Skillful Scuttling Plot.

In 1866, a man named Berwick was convicted of being accessory to the scuttling of several fully insured sailing ships, belonging to a firm of which he was a member. The plan adopted by this proficient ship-scuttler was remarkable for its extreme simplicity, and it stood the test of many years of active service, for he eventually confessed that he had defrauded the underwriters, by causing no fewer than nine ships in first-class condition to be scuttled during the period of twenty years, immediately preceding his last venture. His mind originated the plot each time; but sea-faring men were the necessary instruments for carrying out his ideas. He would prevail upon needy and not over-scrupulous officers to sink their respective ships when it was, in their opinion, most convenient; and he paid handsomely for the services so efficiently rendered in these extraordinary transactions. Fortunately for the underwriters, however, this methodical ship-destroyer either had his caution dulled by the unprecedented success which attended his investments, or else he made an error in his calculations. The hand of the English law gripped him firmly at last, and the shipping world marvelled at the possibility of carrying out a fraud of this character for so long a time without detection. The chief per-

petrator and his three nautical assistants were given long terms of imprisonment. A ship named the *Severn* was the cause of their misfortune. She sailed from England, ostensibly for China, in a seaworthy state, loaded with valuable freight; but the crafty conspirators had arranged to put an end to her career long before she reached the Celestial Empire. In accordance with this understanding, three large holes were bored in the after-part of her hull, below the water-line, by means of the carpenter's tool known as an augur, almost as soon as the shores of England had disappeared from sight. Wooden plugs were carefully fitted into the holes thus made, and admirably served the purpose for which they were designed. Any one of them could be withdrawn and replaced at the will of the operator, concealed from the curious eyes of the sailors; and it was quite easy to keep the spurious leak both under control and intermittent until the time arrived which was considered suitable for the abandonment of the vessel by the three who were in possession of the secret. An accident, however, interfered with the well concocted plans of these men. One of the plugs was accidentally broken, the intruding water could not be kept out, and the ship was of necessity abandoned sooner than was proposed. One of the men named Webb had taken an active part in some of the previous successful scuttlings for the same speculative owner, and after sentence had been passed upon him, he disclosed to the underwriters the full details of at least one case.

He had sailed from Glasgow to Havana with a cargo of coal on the ship *John Brown*, which disappeared on the voyage, although all hands were rescued by a passing ship. She was scuttled by Webb; but the unsuspecting underwriters paid the large sum for which she was insured, without inquiry. Before leaving Glasgow, a partition in the hold was built by a carpenter from the shore. In this way a clear space was left below the mate's cabin, so that, after getting to sea, a hole was cut in the cabin floor, enabling Webb to go down in the hold, unperceived by anybody, and pierce the vessel's side below the water-line with an augur. A similar system was followed in the other cases, and fickle fortune seemed to smile upon this iniquitous conspiracy to rob the underwriters. As has been related, however, the malefactors were discovered and were properly punished.

Case of the *L. E. Cann*.

The next case of scuttling that is on record is that of the Nova Scotia bark, *L. E. Cann*. It is perhaps the most nefarious example that has come to light during the past fifty years. In November 1881, this wooden sailing ship was in the harbor Vera Cruz (Mexico), awaiting a charter, her captain being a

man named Brooks. She was in good condition, was quite as well supplied with stores, as ships of her calibre usually are, and under ordinary circumstances, should have carried a cargo to any port without accident. Brooks had held his position for about two years, and had made several satisfactory voyages as her commander. His uncle owned a sixteenth part of the ship, and covered the risk by insurance in the accustomed manner. In February, 1882 this part owner wrote to his agents asking them to insure his interest in the vessel for an additional \$500; but this was not done, because the agents had just previously insured her under instructions from the managing owner. The *L. E. Cann* and her prospective earnings were insured to their full value, and possibly in excess of it.

At Vera Cruz a conspiracy was entered into between Brooks and a Spanish merchant named Compos, who transacted the ship's business at that port, which boded ill for the profit account of such persons as had insured her. Compos agreed to put a comparatively worthless lot of lumber aboard as cargo, and to insure it heavily, as though equal in value to similar cargoes, sent from Mexico. Brooks agreed to take part of this freight aboard at another Mexican port, and then to sail towards New York, the ship to be scuttled at the first favorable opportunity. Accordingly, the *L. E. Cann* was loaded with a cargo which was only worth about forty per cent. of the amount set forth in the bills of lading. Compos insured the cargo without any difficulty and awaited the course of events. Brooks, for his share in the transaction, was to receive six thousand dollars. One-third of this sum he received on signing the bills of lading at Vera Cruz, one-third at the next loading port, and the balance was to be paid to him immediately after the unsuspecting underwriters had settled in full.

Before starting, Brooks wrote to the managing owner to the effect that the ship was chartered to take a cargo from Mexico to New York for the sum of \$6,000, and they insured the freight for that amount. The vessel left Mexico at the end of March, 1882, and a month afterwards her master made an attempt to carry out his criminal contract. While in the gulf stream, the *L. E. Cann* was observed flying signals of distress, and apparently in a sinking condition. An American schooner came to her assistance in compliance with her request. A boat from the water-logged bark brought all her crew to the waiting schooner, and the *L. E. Cann* was abandoned to her fate, a dangerous obstruction to navigation. The schooner brought the ship-wrecked sailors safely to Philadelphia. Unfortunately