

for Captain Brooks, the bark was not as easily scuttled as he supposed. During the month of May she was fallen in with, strange to say, by a specially fitted, salvage steamer, which towed her to Norfolk, Va. There she was placed in dry dock, and the reason for her condition was clearly revealed, even to the most superficial observer. No less than fifteen augur-holes appeared in her hull below the water-line, and she would undoubtedly have sunk had it not been for her cargo of lumber.

The salvors were awarded five thousand dollars to compensate them for their labor and expenditure, and to pay this the *L. E. Cann* was sold by order of the United States district court. At an auction sale only \$3,000 was offered for her, and after the sale this amount was paid to the owners of the salvage steamer. Brooks confessed that the holes found in her hull had been bored by him, and the shipper of the bogus cargo, thinking that discretion was the better part of valor, did not demand the insurance money. The vessel herself, however, was insured for \$5,000, and her managing owner asked for that sum upon the ground that she was "a constructive loss," which means that it would cost more to recover her from the salvors than she was worth before the scuttling. He could not, of course, get possession of her without paying the balance due for salvage, whatever price the buyers might want for the bark for which they gave \$3,000. His claim, therefore, against the insurers was that his property was a total loss. They refused to pay for several reasons, but they did not assert that the owners were in any way connected with the scuttling, or were cognizant of their captain's criminal intent. In two actions before the Nova Scotia courts, the managing owner secured judgment in his favor; but on appeal the supreme court reversed the decisions, one judge, alone, dissenting. Thereupon, the case was taken to the judicial committee of the privy council, in England, according to the Canadian law, which upset the decisions of the supreme court of Nova Scotia. As a result, the underwriter's had to pay not only the amount of the insurance, but, in addition, the heavy costs that had accrued.

Steel Vessels Not Exempt From Scuttling.

While wooden ships are, as a rule, chosen by those desirous of defrauding underwriters by scuttling, yet iron or steel vessels are not altogether free from their attentions. In 1882, the *Falls of Afton*, a new British ship, left Scotland for Calcutta, India, with a valuable cargo of iron, railroad ties and coal. All went well, till news reached her owners that their fine vessel of nearly 2,000 tons register had been picked up derelict in the North Atlantic and taken to Maderia by a French ship. She was

found drifting around without anyone aboard, and the fate of her crew remained, undetermined, for some days. They had sought safety in a passing vessel and reached home in due course. As is usual in such cases, the British government ordered an investigation to ascertain the cause of the abandonment of such a well built vessel in the summer and during fine weather. The court cancelled the captain's certificate because he had allowed the sluice in the collision bulkhead to remain open, had cut a suction-pipe in the after end of the ship, and had turned the water into the hold, in order to scuttle her. As he was not proved to be in collusion with anybody to defraud the underwriters, and as no sane person would have acted as he did, the court appears to have believed that he was not responsible for his actions.

A still more recent case of scuttling was carried out on a Scotch ship. A Dundee owner of the name of Hobbs tried to beat the record in robbing the underwriters. In the summer of 1891, a small vessel named the *Da Capo*, of 160 tons, belonging to Hobbs, was lost about twenty-five miles from Montrose. Three days before Christmas of the same year, another small craft, the *Greetjelina*, also owned by Hobbs, met a like fate not far from the place where the waters rolled over the *Da Capo*. One other ship belonging to this same merchant reached his favorite dumping-ground in the vicinity of Montrose, and also went to the bottom. Then the underwriters became suspicious, and careful inquiries were made as to the character of the trade that caused so many well insured ships and cargoes to be sacrificed. They found that Mr. Hobbs was in the habit of buying worn out vessels of considerable age, patching them up temporarily, sending them to sea, well insured and inducing his employees to scuttle them. No doubt, the profits were large; but the peculiar

nature of the business involved considerable risk. Hobbs and a confederate were tried and convicted, and were sentenced to a long term of imprisonment.

In September 1894, the master of an English trawler was charged with having "unlawfully and maliciously cast away his ship." She left port on Aug. 24th, and two days later water was discovered in her hold. The men went to the pumps, and one who had been below testified that he learned that the cause of the leak was two augur holes, near which he found an augur, as well as signs that it had been used not long before. The vessel was a new one, the weather was fine, the sea calm—and yet the trawler went to the bottom. Her master was tried and convicted.

Mary Washington Scuttling Case.

The latest case of scuttling that I find

on record occurred in 1895. The captain of the schooner *Mary Washington* was charged at Seattle with having scuttled his ship with the object of obtaining twenty-five hundred dollars, the amount of insurance upon her cargo worth half that sum. After the ship had been taken to sea, a number of holes were bored below the water-line in her hull, and upon removing a board temporarily fastened over the holes, the vessel foundered at the will of her captain, who eventually confessed.

Underwriters are necessarily long-suffering, for competition among them is so keen that they sometimes prefer to pay when in doubt as to the honesty of the insurer, rather than that their action be misconstrued and business driven away. The system of ship-insurance is by no means free from imperfections, and it occasionally verges upon gambling. A few of the great ship-owners insure their own ships; others do so to a specified percentage of their value. In some instances, no doubt, ships are insured beyond a liberal valuation, just as some houses are insured against fire for more than they are worth. Such cases are uncommon. Underwriters might consider the wisdom of combining for their own protection so as to make it impossible to insure an undermanned ship, but when we remember the enormous number of vessels afloat and the rarity of loss by scuttling, such a plan seems almost unnecessary.

Buffalo, N. Y., August 7, 1901.

A QUEER FRONTIER EXPERIENCE.

In narrating the frontier experiences of "The First White Baby Born in the Northwest," in *The Ladies Home Journal* for August, W. S. Harwood tells of a queer experience that befell the family in the first year after settling on a farm far removed from the settlements. "The winter had been unusually long and severe, and their store of provisions ran low. It was a long distance to the nearest base of supplies, and communication with the outside world had been cut off. Indians in the neighborhood one night broke into the granary where the wheat was stored and stole a quantity. In doing this a large amount of broken glass became mixed with the wheat which the Indians left, so for many days, amidst much merry story-telling and many a joke and laugh, in spite of the serious situation, the family gathered about a large table in their living-room and spent the short winter days picking over the wheat, kernel by kernel, in order to free it from the pieces of glass. For this wheat stood between them and starvation, and none of its precious kernels must be lost. Their stock of flour had long since wasted away, as had most of their food supplies, so they boiled and ate the wheat without grinding. Relief reached them just in time to prevent a sad ending to the experience."