

consumed previously. The vessel was chartered. Knew nothing of provisions put on board in London. Medical stores were under control of doctor as long as he lived. I had nothing to do with them.

BREACH OF THE PASSENGER ACT REGULATIONS.

Captain Culbert, of the ship "Glenlora," was charged with breaches of the 35th section of "The Passengers Act, 1855," by not issuing to the passengers, between the 19th February and the 11th March, the amount of provisions set forth in scale B.

Mr. Izard, who appeared for the defendant, said he did not intend to raise any technical objection to the prosecution, or to dispute the averments in the charge. What he would endeavour to do would be to convince the Bench that prior to the 19th February the full allowance of provisions was served out to the passengers. During the voyage from London she met with heavy weather and met with an accident, in consequence of which she had to put into the Mauritius. During her detention there the passengers were properly provided for, and on the departure of the vessel her stores were examined by the officials of the port, and pronounced to be in a proper condition as regarded quantity and quality; but the voyage from Mauritius was unduly protracted, and lasted several weeks longer than the time usually calculated upon. In addition to that, when the ship had been out from the Mauritius about a week, she fell in with the crew of a vessel that had been wrecked, and in consequence of having to provide for this extra number of people, the allowance of provisions had to be reduced. He thought that the Bench would perceive that under these circumstances, which would be deposed to in evidence, the charge for infraction of the regulations could scarcely be maintained. As he had already stated, he would not dispute the fact that since the 19th February the passengers and crew had been put on short allowance, but he considered the circumstances connected with the latter portion of the voyage should be accepted as a satisfactory reason why no penalty should be imposed.

Mr. Reid, for the prosecution, accepted the admission as tantamount to a plea of guilty.

Mr. Izard had no intention of pleading guilty to the charge. What he wished to argue was, that under the circumstances the Bench was entitled to say that there had been no infraction of the regulations, because he was prepared to prove that the proper quantity of provisions was put on board the vessel before she left the Mauritius, and that the necessity for placing the passengers on short allowance was caused by contingencies which it was not customary to anticipate—such as providing for the wants of a shipwrecked crew.

Mr. Reid explained that a vessel leaving England ought, according to the Statute, to be provisioned for a voyage of 150 days, and corresponding margin should have been made when the vessel left the Mauritius. It was not a sufficient answer to the charge to state that the defendant had to provide food for a shipwrecked crew, because the only inference to be drawn from such a statement was, that he had made some absurd calculation as to the duration of the voyage, and had tied the allowance of provisions down to the exact pound for that period. There ought to have been an extra supply on board for emergencies of any character, and therefore the statement in regard to the shipwrecked crew could not be accepted in mitigation.

There were two other charges—one relating to the quality of the biscuit supplied to the passengers, which was so bad that they had to beg a bag of biscuit from the crew,—and it was agreed that the evidence in one case should decide the three. The following evidence was then called:—

Edward Filer, a passenger by the ship, and head man of a mess, said that when the "Glenlora" arrived at the Mauritius they lived on board for ten days, and were then removed to the hulk "Joshua Bates." They were at the Mauritius from November 15th to January 5th. The third week after they left Mauritius the whole of the provisions were reduced to quarter allowance. First complained to the captain of the short allowance of pickles, and was informed that it could not be helped, but that it would be made all right upon arrival in Wellington. The next complaint was about the meat, in answer to which the captain came down and told the passengers that in consequence of picking up the crew of the German ship he would be unable to give them the proper quantity of meat, and next day they were put on half allowance. Towards the end of the passage they got no meat at all. The captain got up a cask of pork, which was the last meat of any description on board, but it was so bad that it had to be thrown overboard, and on the 7th March, the last weekly issue day, they got no meat at all. On the same day there was a deficiency of flour, which was reduced to half a pound for each adult. There was no tea, no butter, and the coffee was reduced. The butter which was served out to the passengers on the previous day was some that had been refused by the crew; it was black and dirty. In lieu of these provisions, the women with children were allowed a bottle of porter each day, and the rest of the passengers rice.

Cross-examined by Mr. Izard.] There was no complaint made of the quantity or quality of the provisions supplied before reaching the Mauritius. After leaving the port they picked up the crew of the "Der Fuchs," numbering fourteen hands, and the passage was prolonged by calms. When the passengers were put on short allowance, the captain offered an extra allowance of oatmeal, sugar, molasses, and rice, and stated that this course was necessary by the length of the voyage and the addition to the number of persons on board the ship. There were no complaints made about the shortness of the provisions until after leaving Mauritius.

Re-examined by Mr. Reid.] The biscuit was bad throughout the voyage; it got mouldy a month after leaving England, in consequence of being placed in bags instead of tanks. The biscuit supplied to the crew remained good because it was kept in tanks.

Mr. Izard called the following evidence for the defence:—*Earnest Lavington*, third mate of the ship, said it was his duty to serve out the provisions. Up to the 19th February the provisions were served out according to the quantities stated in the contract tickets, and on leaving Mauritius the provisions were inspected on board and passed. The crew of "Der Fuchs," picked up after leaving the Mauritius, were served with rations at the same rate of allowance as the crew of the "Glenlora." When it