

Encyclopedia  
**Titanica**

[www.encyclopedia-titanica.org](http://www.encyclopedia-titanica.org)

**This article is copyright Encyclopedia Titanica and its licensors © 2004  
It may not be reproduced or transmitted in any form without permission.**

## The Third Inquiry

Précis Law Report transcribed by Senan Molony

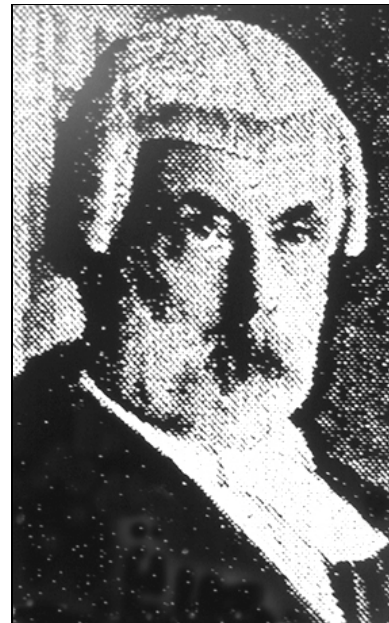
THE THIRD INQUIRY into the *Titanic* tragedy was a legal test case brought in the Royal Courts of Justice in the Strand, London, from June 20-26, 1913. It featured fresh testimony from all the surviving *Titanic* officers, including **Charles Lightoller**, **Harold Lowe**, **Herbert Pitman** and **Joseph Boxhall**.

Others who testified included *Titanic* lookouts **Reginald Lee**, **Frederick Fleet**, **George Symons** and **George Hogg**, and Marconi operators **Harold Bride** and **Stanley Adams** (*Mesaba*). Also to give evidence were **Joseph Scarrott**, AB, a number of Master mariners, and others.

The précis Law Report is reproduced here for the first time since the case was originally ventilated.

In the High Court of Justice.		1913. R. No 1111.
King's Bench Division.		
Writ issued the 3rd day of July 1913.		
BETWEEN	THOMAS Ryan	Plaintiff
	and	
	THE OCEANIC STEAM NAVIGATION COMPANY LIMITED	Defendants.
STATEMENT of CLAIM.		
<p>The Plaintiff brings this action for the benefit of himself the father of Patrick Ryan deceased he having suffered damage from the Defendants' negligence in carrying the said Patrick Ryan on their Steamship "Titanic" on a voyage from Queenstown to New York whereby the said Patrick Ryan was drowned in consequence of the said ship colliding with an Iceberg and foundering in the North Atlantic Ocean on the 15th April 1912.</p>		

In the High Court of Justice.		1913 R. No 1111
KING'S BENCH DIVISION.		
Between	Thomas Ryan	1530
	Plaintiff	
	and	
	The Oceanic Steam Navigation Company Ltd	Defendant



Justice Clement Meachem  
Bailhache

## **LAW REPORT, Friday June 20, 1913.**

**HIGH COURT OF JUSTICE**

**KING'S BENCH DIVISION**

**THE *TITANIC* DISASTER**

**RYAN v. OCEANIC STEAM NAVIGATION COMPANY (LIMITED)**

(Before Mr Justice Clement Meachem Bailhache and a Special Jury)

In this case the plaintiff, Thomas Ryan, sued the defendants, the Oceanic Steam Navigation Company, to recover damages for the death of his son Patrick Ryan, who was drowned whilst a passenger on the defendants' vessel, the *Titanic*, owing to the alleged negligence of the defendants' servants.

The defendants denied negligence, and in the alternative pleaded that the deceased was carried as a passenger under the terms of a contract which exempted them from liability for the negligence of their servants. The plaintiff in his reply pleaded that the terms of the contract set up by the defendants was illegal.

Mr James Campbell, King's Counsel, and Mr Thomas Scanlan appeared for the plaintiff; and Mr Henry Edward Duke KC, Mr Maurice Hill KC, and Mr W. Norman Raeburn for the defendants.

Solicitors for the plaintiffs, Mr H.Z. Deane; Solicitors for the defendants, Rawle, Johnstone & Co.



Before the case was opened, His Lordship said he saw that there were four actions against the defendants in the list, and desired to know whether they were to be tried together, or whether there was any agreement that the result of one action was to bind the others.



**Henry Edward Duke**

Mr Duke said he thought they would be content, on the main question, that the evidence in the first action should be taken as being given successively in each of the others, leaving only the question of the personal issue of each plaintiff.

Mr Campbell said that every question in the case was common to all, except the actual amount of damages.

Mr Justice Bailhache - Is the question of a contract made with the defendants common to all the actions, or does it to some extent depend on the class of person being carried?

Mr Campbell said that there was the same in each case so far as the tickets were concerned.

Mr Justice Bailhache - Then we had better try the two questions of the negligence and the contract first, and these questions being disposed of, there will remain, in one event, the question of damages in each case.

Mr Duke said he thought it would be more convenient to take the question of negligence first and then deal separately with the question of the taking of the tickets by the passengers.

Mr Campbell said that the circumstances and conditions on which the tickets were taken varied in each case.

Mr Justice Bailhache - If that is so, I think it will be convenient to try first the question of negligence or no negligence.

Mr Campbell, in opening the case for the plaintiff, said the case one of very great importance for the parties and also one of infinite importance to the travelling public. It was the first of a number of cases pending which arose out of the well-known catastrophe which resulted in the loss of the *Titanic* in the early

---

## THE THIRD INQUIRY – LAW REPORT

---

morning of April 15th last year. The *Titanic* actually came into collision with the iceberg at 11.40pm on the night of the 14th, but did not disappear until 2.30am on the morning of the 15th. There were on board the vessel in all 2,201 persons, of whom 1,316 were passengers, the remainder being the crew, officers and staff of the vessel.

Of these 1,316 passengers, 447 were women and 119 children. Seven hundred and eleven persons were saved out of the total of 2,201. The accident was terrible in its consequences and in its surrounding circumstances, and the jury would recollect the amount of sympathy and sorrow to which it gave rise.

He did not know exactly what course was going to be taken in those proceedings on behalf of the defendants. If they were there to resist liability on all and every possible ground he feared that the jury's duties would last for a considerable period.

There had already been a public investigation into all the circumstances connected with the accident, which had been conducted by a board of experts presided over by Lord Mersey. That Inquiry lasted 39 days and more than 90 witnesses were examined. Of course that Inquiry extended to other matters beyond those concerned in the present action, but it was difficult to say where and when the present case would stop if the defendants were going to test every question in the case.

There were certain questions of fact, as distinct from questions of law, which would be for the jury to decide, and he was going to apply himself in the first instance to those questions of fact which turned upon the issue of whether the defendants were responsible for the death of these persons, by whose relations the actions were brought, owing to their negligent navigation of the ship in which they were passengers by the defendants' servants.

He was sorry for the sake of his client that this great fight, which he presumed would be made a test case, must arise in a case in which the plaintiff was a humble man in small circumstances. He [Thomas Ryan] was a very small farmer living in the south of Ireland, and he brought this case to recover damages for the death of his son [Patrick Ryan], aged 27, who was drowned. The case was of great importance to him, but he was not exactly the sort of litigant one would select to fight a great company like the defendants. He had, however, the good fortune or

---

## THE THIRD INQUIRY – LAW REPORT

---

ill fortune to have his case first in the lists, and it was the facts of his case that he (Mr Campbell) was going to open to the jury, although the general circumstances relating to the question of the alleged negligence of the defendants affected all the litigants in these cases as well as the plaintiff in that particular action.

The plaintiff, Thomas Ryan, was a man 70 years of age, and lived in the south of County Cork. His son, Patrick

*Pat Ryan*



**Daniel Moran**

Ryan, arranged with a comrade called Moran, who was going with his sister to America, to procure a ticket for him at the same time as he procured his own and his sister's ticket. Moran accordingly went to some merchant in the city of Cork who was an agent for selling tickets for the defendants' company for the purpose of obtaining them.

Having regard to one of the defences raised by the defendants, it was important that the jury should know that in the case of Ryan no ticket was given him at all, but they gave one ticket to Moran, on which the names of Moran, the sister and Ryan appeared, and they charged Moran for three tickets.

The *Titanic* was a leviathan ship with a gross register of a little less than 46,000 tons, and she was on her way from this country to New York when the accident occurred. These great North Atlantic passenger ships had what they called their outward route. It was a fairly well defined track, and all the great Atlantic liners going to America took it. There was an equally well defined route for the return journey along a different track.

There was an obvious convenience in having different routes, because it obviated the danger of collision of collision between outward-bound and homeward-bound ships; and there was the additional advantage that if on the journey out or home one of these ship became disabled, she would be very likely to meet assistance if she was on the defined track. On the outward route there was always a liability of meeting floating ice, and that danger began to be aggravated about April 1, and the dangerous period extended to the end of August.

There was no dispute that the *Titanic* came into collision with an iceberg on April 15 last. During the two days preceding the collision the *Titanic* was travelling in the vicinity of icebergs, and direct intimations were received by the officers and staff that they had reached a place where dangers were abounding.

### **MARCONI MESSAGES**

They (the jury) had heard a great deal about Marconis recently, but all that he need say about them in connection with the case was that there was a Marconi installation on board the *Titanic* and the staff operated it. If the warnings given by wireless telegraphy had been heeded, it was probable that the disaster would never have happened.

A question might arise in the case as to how far the Marconi operators were identified with the staff of the vessel. They signed the ship's articles and were to some extent under the orders of the captain and officers. That was material, because it was suggested that two out of the five Marconigrams received before the disaster had never reached an officer on the ship. It could not now be proved that this was the case, because the Master, the Chief Officer, and the First Officer were drowned.

He would ask them to assume, however, that the operators did their duty, and that all five messages reached an official of the ship. Whether they did or not was not very material because the three admittedly received were sufficient to give ample warning.

Mr Duke said that with regard to two of the five messages mentioned, it was not admitted that they had been received by any officer or official of the ship.

Mr Campbell, continuing, said that he should prove the despatch of the messages, and he should ask the jury to assume that if five messages were received on the ship, three of which were duly delivered, the operators had also done their duty in regard to the other two.

There were three kinds of ice mentioned in the messages - (1) bergs, or large icebergs, composed of fresh water; (2) growlers, or small icebergs; and (3) field ice, which consisted of frozen sea water floating on top and was comparatively insignificant.

---

## THE THIRD INQUIRY – LAW REPORT

---

At 20 minutes to 12 on the forenoon of the 14th, the very day of the accident, a message was received from the steamship *Caronia* as follows:-

"Captain, *Titanic*. Westbound steamers report bergs, growlers, and field ice in 42° N. from 49° to 51° W. April 12. Compliments."

That message admittedly reached the hands of the officers of the ship. Its importance is that it reported that ice had been found two days before on the course which the *Titanic* was taking. At twenty minutes to 2 that same day a further message was received from the steamship *Baltic*. That was as follows:-

"Captain Smith, *Titanic*. Have had moderate variable winds, fine weather, since leaving. Greek steamer *Athenai* reports passing icebergs and large quantities of field ice to-day in lat. 41° 51' N. and long. 49° 52' W."

That again was a plain direction to the *Titanic* to look out for icebergs, growlers and field ice in front.

The Managing Director of the defendants' company, Mr Ismay, was on board the *Titanic* at the time. He received that message, and it also reached the hands of the captain. The next message was a little later, and was received at 1.45. That was a message from a German steamer, the *Amerika*, and it said:-

"*Amerika* passed two large icebergs in 41° 27' N., 50° 8' W. on April 14."

This was one of the messages which it would be suggested did not reach the hands of the officer. The gentleman who received it on the day was the operator who sacrificed his life to duty, and he, Mr Campbell, would ask them to assume that he did his duty in connection with this message, which was to hand the message to some responsible officer on the ship.

He would ask them to assume that still more, because the Master, the first and second officers [sic], and other officers were all dead and gone.

At 7.30pm a fourth message was received from a ship called the *California* [sic] to another steamship called the *Antillian*. The *Titanic* picked up this message in

---

## THE THIRD INQUIRY – LAW REPORT

---

its own Marconi room, and it was received by Mr Bride, the surviving officer, who approved it. He handed it to one of the officers. The message read as follows:

"To Captain, *Antillian*. 6.30pm apparent ship's time. Lat. 42° 3' N, long 49° 9' W. Three large bergs five miles to southward of us."

Could responsible officers get more definite warnings than these, some of them given by the captains of ships not connected with their own company?

The next message was received by Mr Phillips, the operator who was drowned, and was from the captain of a ship named the *Mesaba* and was as follows:-

"From *Mesaba* to *Titanic* and all Eastbound ships. Ice reported in lat. 42° N. to 41° 25' N., long. 49° to 50° 30' W. Saw much heavy pack ice and great number large icebergs, also field ice. Weather good, clear."

It could not be proved that this message was handed to an officer, but the previous message had been delivered, and, this message being a very grave one, the jury would, he thought, be glad to make the assumption that this brave man had done his duty by handing it on. It was not vital whether it was passed on or not because through the knowledge of every officer on the ship they were in a dangerous region on account of ice.

Other matters of grave importance had to be considered with regard to the conduct of affairs that night. The state of the sea was exceptional. It was a dead calm, and the night was starlight. It was said that a dead calm made it more difficult to detect icebergs in front. These icebergs were of gigantic size. The one causing the collision projected sixty feet above the surface of the sea, and that represented only one-eighth of the total bulk of the berg. If there was a little swell or roughness on the sea it broke against the edges of the iceberg and caused a certain amount of foam which could be seen at some distance.

That night, owing to the calm, there was an absence of this effect, and that being so, precautions were still more essential than usual. There was another important matter. In addition to the dead calm, there was a sudden fall in temperature of nearly 10 degrees. That was no necessary indication of the

presence of ice, but added to the knowledge the officers had of its nearness, it was another warning of a grave kind.

### **GROSS NEGLIGENCE CHARGED**

These being the conditions, it was hardly to be credited, when one remembered the three messages indisputably received by the officers, that this ship should continue at the rate of 25 [land] miles an hour until it struck. But it did.

The question of negligence they had to consider was one of degree, and he could conceive no case in which the admitted facts more conclusively proved gross negligence than the present.

They could have gone more south and avoided the ice, or slowed down. What happened? This enormous obstacle was not seen by any official on the ship until they were within 500 yards of it. The vessel travelled that distance in 37 seconds, and, having failed to take any precautions, nothing could then be done.

They had not abated the full speed of the vessel through the danger zone, and although they saw the berg 500 yards away they were unable, owing to the speed of the ship, to deflect it so as to pass safely by. Why was not the iceberg detected before? He believed it would be established that the berg could have been seen a mile away. Why was it not seen?

There was no increase that night in the number of the look-out. It consisted of two men in the crow's nest and an officer on the bridge – the ordinary watch in perfect weather on a safe route.

The grave omission was this. These icebergs, when looked on from a height, were not as easy to detect as if you were on a plane with them. There should have been a stemhead look-out, who would have seen the berg without having to look down on it from above. The look-out men had had glasses from Belfast to Southampton, but at Southampton they were taken from them. They would say that if they had had glasses they could have detected the ice much sooner than they did.

There was another matter to which he attached importance. He did not say there was any gross negligence on the part of the defendants in having boats for

only 1,100. The defendants' answer would be that they had as many as the Board of Trade required.

That was no answer, because the Board of Trade requirement was only a minimum, and if they chose to embark 2,100 people they ought to have sufficient boats to carry all on board in case of an accident, unlikely but not unknown.

Even if that was not negligence, the knowledge that they only had boats to carry 1,100 ought to have made them redouble their anxiety and their precautions.

One other matter. The defendants said in their answer to interrogatories that their men had received no training in lowering and manning the boats, and while he wished to give the highest credit to the discipline and courage of all the officials of the ship, the lack of drill caused great confusion and contributed to the loss of life.

The defendants were in this dilemma. Assume their case was that the conditions were so unfavourable that they could not see a berg until it was quite close, what was their excuse for not reducing speed? If, on the other hand, the conditions were so favourable that they could see the berg easily, why did they not see it? The omission to do so was damning evidence of negligence.

### **CONDITIONS ON THE TICKET**

There was another point in the case which was not devoid of interest, because a little bird informed him that the defendants would fight it up to the House of Lords. The point was this: the legislature had been very particular in seeing that steerage passengers were protected in making voyages, and there were provisions that every steerage passenger should have a certain amount of accommodation and diet. The law protected them against their want of education and also any attempt of the company to deprive them of their rights.

One of the precautions was that the tickets supplied them on taking a passage should be in a form provided by the Board of Trade. In 1904, the Board of Trade prescribed a form of ticket which should have been supplied to the plaintiff. The common law liability of a railway company or ship which carried persons was that they were not insurers of passengers.

---

## THE THIRD INQUIRY – LAW REPORT

---

If a man was killed by accident, neither the railway nor the shipping company would be liable. They would only be so if death resulted from want of care. When the defendants issued their ticket, they inserted, as he suggested illegally, a number of conditions on the back.

One of these exempted them from liability for any cause whatever. His suggestion was that that condition should not be there at all. The Act of Parliament said the ticket was to be in a certain form, and it was not to contain anything on its face that was not authorised. The defendants would say that the conditions in question appeared on the back and not on the face of the ticket and were therefore in the form prescribed by the Board of Trade.

He could not think that that was the proper construction of the Act. And he should ask His Lordship so to hold. If the matter was left over for future discussion, two questions of fact might arise for the jury – (1) Did the plaintiffs know the conditions on the back of the ticket? and, (2) If not, did the company take proper steps to bring them to their notice?

He could not put the people who took the tickets into the box, because they were drowned, but so far as Ryan was concerned he had little opportunity of seeing the ticket because, as he had said, one ticket was given to Moran with three names on it.

He would ask them to assume that Moran had kept the ticket. Did the company take any steps to bring home to the knowledge of this young fellow that this extraordinary condition was on the back?

A little slip was fixed across the ticket which did not call attention to anything on the back, and the only reference to the conditions on the back were the words “See Back” in small letters at the bottom of the face of the ticket.

The contracts that the defendants were endeavouring to enforce was a very stringent one, and there was therefore a greater onus on them to bring it to the passengers’ notice. It was in the following terms:-

*“Neither the ship owner, agent, or passage-broker shall be liable to any passenger carried under this contract for loss, damage, or delay to the passenger or his baggage arising from the act of God, public enemies, arrests or restraints of princes, rulers, or people, fire, collision, stranding, perils of the sea, rivers, or*

---

## THE THIRD INQUIRY – LAW REPORT

---

*navigation of any kind, &c., even though the loss, damage, or delay may have been caused or contributed to by the neglect or default of the ship owner's servants or other persons for whose acts he would otherwise be responsible, and whether occurring on board this or any other vessel on which the passenger may be forwarded under this contract."*

It would require strong proof, said counsel, to show that the defendants called the attention of passengers to this very stringent condition. In answer to interrogatories the defendants said they had taken no step with regard to doing so beyond pasting a slip on the front of the ticket, and it would be for the jury to say whether that was sufficient notice in the case of steerage passengers.

At the conclusion of Mr Campbell's opening statement, Mr Justice Bailhache said he would like to know the exact position of the *Titanic* at the time of the accident.

Mr Campbell said it was in latitude 41° 46' N., longitude 50° 14' W.

### **MARCONI OPERATORS EXAMINED**

Mr **HAROLD BRIDE**, examined by Mr Campbell, said he was a certified official of the Marconi company and was appointed to be one of their operators on the *Titanic*. The senior operator was Mr Phillips. Mr Phillips kept watch from 8 in the evening to 2 in the morning and he (the witness) from 2 in the morning until 8 in the morning. For the rest of the day, one or other of them kept a continuous watch.

The only Marconigram with regard to ice on April 14 that he recollected was one originating on the *Antillian*. The text of the message related to three large icebergs, and gave their latitude and longitude. Their duty with regard to messages affecting the navigation of the ship was to deliver them to a responsible officer. So far as he was concerned, that duty was performed.

Phillips was on duty from 8 o'clock until the time the vessel struck. When he (the witness) joined the ship he signed the articles as one of the crew. At the time of the collision he was in bed. He was called to relieve Phillips that night at 12 o'clock by special arrangement. After the collision they did not know what the

---

## THE THIRD INQUIRY – LAW REPORT

---

vessel had struck, as they did not go outside. They were both in the Marconi room, and Phillips was attending to his work.

The captain, the chief officer and the first officer were all drowned. When a message arrived, a duplicate would be made, which would be sent to the Marconi Company. The messages which arrived on the day of the accident went down with the ship. There was no special messenger deputed to the messages to the captain, as his quarters were so close that they took them themselves.

Cross-examined by Mr Duke - He had no personal recollection of any other message before the collision than the one of which he had spoken. When Phillips went on duty at 8 o'clock, he (Phillips) had three or four hours' work to do. When he (the witness) went on duty, Phillips did not communicate to him that he had received any message relating to the navigation of the ship.

Mr Duke - I think it was a sheer accident that you did not share Phillips' fate. You both worked down to the time when an order was given you to leave. You were washed off the deck and Phillips was drowned? - Yes.

Re-examined - Telegrams regarding the navigation of the ship has priority over private messages. If he had received a message saying there was heavy ice in the neighbourhood he should have reported it immediately. That was his practice and Phillips's as well.

Mr **GEORGE ELLIOTT TURNBULL**, the assistant manager of the Marconi Company, said that there was an installation on the *Titanic* of the latest type. Messages could be received at a greater distance than they could be transmitted. They could be received at a distance of 1,500 miles and they could be sent 350 miles - that was the guaranteed normal figure. They had installations on other ships.

Mr Duke said he would take his objection at once that this witness could not prove messages sent from other ships.

The witness stood down and Mr **STANLEY HOWARD ADAMS** was called. He said that he was the wireless operator on board the *Mesaba*. He received from the captain of that ship an ice report with instructions to transmit that message, and

he transmitted it to the *Titanic* amongst other ships. It was his duty to enter in his book the message, and this he did. It was sent at 7.50pm New York time.

How would that compare with English time? - Five hours earlier.

The message was - "Ice report in lat 42° N to 41° 25' N., long. 49° to long 50° 30' W. Saw much heavy pack ice and great number large icebergs. Also field ice. Weather good, clear." He received from the *Titanic* an acknowledgement of that message.

Cross-examined by Mr Duke, the witness said that he subsequently found that the *Titanic* operator was in active communication with Cape Race, or rather trying to get into communication with Cape Race. That went on for a long time. The answer was, "Received, thanks," which meant that the operator had got it.

He stood by for a long time to see if Captain Smith had got the message and was replying to it. The captain usually sent a reply. He got no reply from the captain of the *Titanic*. During this time he drew the inference that Phillips was trying to get on to Cape Race.

Re-examined by Mr Campbell, he said he had been an operator for three years. Messages regarding the navigation of the ship had priority – those of distress first. This message should have been delivered to the captain of the *Titanic* at once. There was nothing as far as he knew to prevent it being delivered as soon as it was received.

## **EVIDENCE OF MAN ON WATCH DUTY**

**JOSEPH SCARROTT** said he was an A.B. on board the *Titanic* in April. He was on watch duty the night of the disaster. He was on the upper deck at the time the vessel struck the berg. He saw that she had struck an iceberg shortly after the impact. His watch was from 8 to 12. His duty was to "stand by" for any orders that were given.

The iceberg was about as high as the boat deck of the ship - at least 50ft above the waterline. Two men were on the look-out in the crow's nest. There were two men there night and day.

Any other look-out? - Not to my knowledge.

There was no look-out man in the stemhead of the vessel. He had been an A.B. for 15 years.

Would a man at the stemhead have a better opportunity of look-out than a man in the crow's nest? - That would depend upon the atmosphere. He thought the iceberg could have been seen for about 1,000 yards from the crow's nest.

Would powerful glasses assist you? - I prefer glasses.

He had heard conversation among the crew that night to the effect that they were expecting ice. He noticed nothing being done with regard to the ship's course just before the accident.

### **CROW'S NEST MAN AS WITNESS**

**REGINALD ROBINSON LEE** said he was an A.B. He was not now in the employment of the defendants. He was in April of last year. He had often been employed as a look-out man. He was on the look-out in the *Titanic* on this night. Fleet and he occupied the crow's nest. When they relieved the other look-out men they received instructions to look out for ice and growlers. The sea was calm; the sky was clear. It was cold. There was a haze on the water.

He saw the berg and said that was ice and it was immediately 'phoned through. It could not have been very far away when it was first seen. The words used on the 'phone were "Ice" or "Iceberg right ahead." He had sailed on that journey very often. The conditions that night were not favourable for a clear view.

Up to the time he gave the signal there had been no decrease in the speed of the ship. A portion of the berg was above the haze. When he saw the berg he did not think he could see the lower part of it below the haze. If the whole berg had been covered with haze he would not have seen it so soon.

From the time you saw the berg, was it possible to avoid the berg? - Half a minute more would have been enough to avoid it.

As they struck the ship was veering over to port. That was how it was she was wrecked on the starboard side. He believed that glasses were supplied to the men on the look-out. He had used them, but generally private ones. They were not supplied on this occasion. The officers used them. They were of use in defining what had been seen.

---

## THE THIRD INQUIRY – LAW REPORT

---

Cross-examined by Mr Duke - he used to work as a look-out man when he was in the Navy, though that was not his work. He was not examined for a sight test. He had been a look-out man on the *Minnehaha*. If a man had good eyesight he could pick the thing up and would have no use for glasses.

When he picked out anything he would report it at once to the bridge. As a rule the officers could pick up things with their glasses before the look-out men saw them in the crow's nest. He went into the crow's nest at 10pm. The sky was clear; the sea was not. There was a haze, as seen when one looked for the horizon.

Was there any kind of haze within half a mile of the ship? - I think there was. There was none round the ship.

Mr Murdoch was on the bridge. Another officer was popping in and out of the chart-room. He thought it was Mr Low [sic]. He came down from the crow's nest when he was relieved at 12 o'clock. At that time it was not clear at the horizon. He thought the haze was extending all round the horizon within a certain locality. When they were in the boats they could see a further distance.

When in the boat he saw the lights of a vessel; he could not say how far it was away. He did not know that they were signalling to that vessel before on the *Titanic*. He knew that they were signalling. The berg faced the ship with its dark side. He had seen a berg which presented its dark side when off St John's, Newfoundland. The reason he did not see this berg before was because it presented its dark side.

He thought he might have seen it some minutes earlier if it had presented the ordinary appearance of ice. It was higher than the fo'c'sle. It was as high as the boat deck. He had known the North Atlantic without a swell before this occasion. The sea was quite smooth. It was most unusual; it was an oily sea.

And so there was no lipper of water about the iceberg as it came along; it would have made breakers and they could have seen it. In the ordinary conditions of the sea in the North Atlantic he would have detected the iceberg before. Two or three hours after he left the ship a breeze sprang up. He knew it was a flat clam before he got into the boat.

Re-examined - That condition of a flat clam would be apparent to any one on the look-out. There was nothing extraordinary in this iceberg having a dark side.

## **FURTHER LOOK-OUT EVIDENCE**

**GEORGE SYMONS** said he had been a seaman for nine years and had been employed by the *Oceanic* people for six years. He had been a look-out man for them for four years. He had travelled this journey many times and he knew the route well. He was in the crow's nest from 2 to 4pm and from 8 to 10pm. Before he went on at 8 he had received no direction as to ice.

There was a clear sky and a flat clam, so that any officer in charge would have seen the flat calm from at least 8 o'clock. He had no glasses. He preferred them. He had always had glasses on the *Oceanic*. The order he had received later was to "keep a sharp look-out for ice and growlers." he passed that message on to those who relieved him.

It was rather chilly. There was a slight haze on the water obscuring the view of the sky-line. It was about the same in their watch throughout the two hours. There was no-one on the stemhead of the ship. There was no need for any extra look-out man. He had smelt the ice. To his own mate he had spoken of this at 9 o'clock.

Cross-examined by Mr Duke - There were plenty of men to put on any look-out work that was deemed necessary. There was no use in any extra look-out. A stemhead look-out was of use in a fog; it was of no use that night. At 10 o'clock he went below. He had seen the light of a ship about five miles away when launching No. 3 boat. It was, as he had said in America, a very clear night. He preferred to use his own eyes to pick up an object; the use of glasses was of use to pick up a known object. The only thing he preferred glasses for was to find a known object or to define anything he had seen or thought he had seen with his eyes. The officers on the bridge had a telescope and one had to be very quick.

Mr Campbell said he understood that the solicitors would see whether they could agree on a chart point. He also understood that he need not call the witness from the Board of Trade to produce the ship's Articles.

It was agreed that the persons in respect of whose deaths the plaintiffs were suing were passengers on the *Titanic* and were drowned.

He would also produce the order of the Board of Trade as to the ticket. He called for the production of a letter of instructions from the owners to the captains of this line in taking command. This was produced. A passage from it was read by Mr Campbell, which was as follows:-

*“In placing the steamer temporarily under your command, we desire to direct your attention to the company’s regulations for the safe and efficient navigation of its vessels, and also want to impress upon you in the most forcible manner the paramount and vital importance of exercising the utmost caution in the navigation of the ship, in that the safety of the passengers and the crew weighs with us above and before all other considerations.”*

This closed the plaintiffs’ case.

### **CASE FOR THE DEFENCE OPENED**

Mr Duke, in opening the case for the defendants, said that what was relied on here was not that Captain Smith and the other officers of the *Titanic* fell into some error of judgment, but that they were guilty of a lack of ordinary and reasonable care. That was an appalling proposition.

Captain Smith was as fine and capable and high-minded a seaman as ever sailed the seas. Captain Smith and his officers, with the exception of those ordered to take charge of the boats, sacrificed their lives in the discharge of their duty. He was sure the jury would realise was a terrible proposition it was into which they were asked to assent. The men who were involved had been the pick of the merchant service of this country.

The *Titanic* was the finest product of modern shipbuilding. He need hardly refer to the sordid question of money, but the vessel represented a million and a half of money. The defendants were to a considerable extent their own insurers, so that loss would fall on them.

The ship was as well found as a ship could be, and its boat service was larger than that which had been laid down in the regulations of the Board of Trade. She was commanded by a staff of officers most of whom held a certificate of a Master

or of an Extra Master. The crew was composed of a sufficient and capable body of seamen.

The vessel had sailed from Southampton under instructions to the commanding officer, a passage of which had been read by Mr Campbell. If there was any sort of accident in the course of the voyage an officer lost the bonus to which he would otherwise become entitled.

What were the complaints made? A good deal had been said about speed. He would be able to show them that the maximum speed at which the *Titanic* was sailed was from two to five knots below the speed at which several of the competing lines ran their ships.

### **“THE CORNER.”**

There was a point on this route at which ships that had been sailing south-west changed their course to west. It was known as “the corner.” Captain Smith fixed this turning about ten miles south of the usual place. He had told no-one why he had done this. If Captain Smith did not know the proper place where to turn in the circumstances, there was no-one, and certainly no-one who had been called on behalf of the plaintiffs, who could give the jury better information.

What had happened was one of the hazards of the sea. If it had been approached in a seamanlike way, it would not be true to say that there had been negligence on the part of the captain.

It was said that the captain had been warned of the presence of ice and had disregarded the warnings. Every warning had in fact been taken into account. That day, and every day, the rule was that such a note should be fixed up in a conspicuous position for those concerned to see. That had been done. The survivors would tell the jury what had been done: how the course had been worked out and the probable position of the ice ascertained.

His suggestion was that this was the reason why Captain Smith altered the turning point, a decision which involved a slight prolongation of the voyage.

The message that had been referred to, which Phillips had received, did not reach the Captain. The operator from the transmitting ship said that he had waited an hour for a reply from Captain Smith in accordance with the usual

custom, but he had not received it. He had only received the acknowledgement of the receipt of the message from Phillips. From the agreements which had been put in, it appeared that the operators on board the *Titanic* were the servants of the Marconi Company.

If a message were sent to the ship or her captain they undertook to deliver it; but they were the servants of the Marconi Company and they manipulated the Marconi installation for the profit of the Marconi Company. The jury would not think much turned upon this Marconigram, because everyone knew that there was ice in the region. If there had been a failure of duty, it was a failure on the part of a servant of another company.

### **SPEED AND LOOK-OUT**

It was said that in these circumstances it was negligence to maintain this speed. Captain Smith and each one of the officers was responsible for the safety of the ship; yet it had not occurred to any one of them that they were not doing the proper thing in keeping on this speed.

Where were the seamen of any position or responsibility who said that it was a negligent thing to navigate the Atlantic in these circumstances at that speed? The jury would be told by his witnesses that in the presence of ice the safest course was to keep a sharp look-out and to go ahead at full speed and get out of the ice region.

If there was an impact, the momentum of the iceberg with seven-eighths of its bulk below the surface was such that it was necessarily fatal to the weaker vessels. If Captain Smith had departed from this practice they would not have had one or two plaintiffs, but a shoal of plaintiffs who would have based their claims on the departure from the established practice.

This, then, was the reason why this speed was maintained.

Then it was said that they had not kept a proper look-out. But the plaintiffs' evidence was that they had had two men in the crow's-nest and officers scouring the sea with their telescopes. The complaint was made that the look-out men had not glasses. Yet every one of the witnesses for the plaintiffs had agreed that there was a difference of opinion amongst sailors on this matter, and the evidence was

---

## THE THIRD INQUIRY – LAW REPORT

---

that the glasses were of use after an object had been sighted and a message sent on the 'phone to confirm the sight with the naked eye.

They would hear that care was taken that the look-out men should be men with excellent sight. Lee had said that the reason the berg was not sighted sooner was because it had presented its dark side to the ship, and the dead calm and absence of swell prevented any lapping at the foot of the berg that could have been seen.

It had been said there was a fall in the temperature, and so there was; but he need hardly say that this might have been due to a number of causes.

These, then, were the complaints made – that the boat accommodation was insufficient; the course taken wrong, the speed excessive, and a good look-out lacking. He would submit at the proper time that they one and all failed.

The question in issue was not merely one of money, but one of general concern, involving not only the owners of this ship, who had done their best to equip and despatch her, but also those who had officered her – the flower of the merchant service.

The court then adjourned until 11am on Monday.

### **DAY II     Monday, June 23, 1913.**

#### **EVIDENCE OF THE SECOND OFFICER**

Mr **CHARLES HERBERT LIGHTOLLER**, examined by Mr Maurice Hill, said that he was the Second Officer in the *Titanic*. The chart produced to him was an enlargement of an Admiralty chart. It showed the position in the *Titanic* sank, and the course which she had taken. It should also where the ice reported by the *Caronia* on April 12th and that reported by the *Baltic* and the *Californian* on April 14th was.

He was in a position to mark on the chart where the ice reported in the *Mesaba* message was (that being one of the messages not being admitted by the defendants to have been received by any officer in the *Titanic*).

---

## THE THIRD INQUIRY – LAW REPORT

---

He held a commission as sub-lieutenant in the Royal Naval Reserve. He had been thirteen years with the White Star Line, and had 24 years' experience of the sea, twenty of which were in the North Atlantic. He joined the ship at Belfast. There were six officers on board in addition to the captain, of whom three, in addition to Captain Smith, lost their lives.

There were eight quartermasters. There were six special men for the look-out who had no other duties. They were usually selected from the personal knowledge of the men and their capacity as look-outs. The officers taking charge of the bridge were the Chief Officer and the First and Second Officers. There were always two junior officers on duty as well.

On April 14 he was on duty from 6 to 10 in the morning, and from 6 to 10 in the evening. He was relieved for dinner at five minutes to 7 for half an hour. Some ice messages were received on board the Titanic. He had in mind longitude 49° 51' W. as being the longitude where they might anticipate ice. The pace a berg travelled varied between one and three knots.

They would enter longitude 49° about 9.30pm that night. The Marconigrams reporting ice were known among the officers. At 9.40pm he was in charge of the bridge until 10 o'clock when he was relieved. He never heard of any message from the *Mesaba* on board the ship. While he was on the watch neither Phillips nor anybody from him brought any message to the bridge.

While he was in charge of the bridge from 6 to 10 the weather was perfectly clear. It was a perfect night for seeing lights, and there was no wind and very little sea. The duty of the officer on the bridge was to be in charge of the ship. He tended mainly to the navigation, but other matters were reported to him. In no circumstances was he allowed to leave the bridge while on duty.

He also kept a look-out, as well as having two men in the crow's nest. On that night there was no swell. It was not until the boats were lowered that this was felt to be the case. The temperature was taken from time to time. There was a fall of 10 deg. during his watch. That was no indication of the presence of ice.

## **A TALK WITH THE CAPTAIN**

During his watch the captain came on the bridge at five minutes to 9 and stayed there for half an hour. They had a conversation. The captain's first remark was that it was very cold. He spoke generally about the weather. They discussed the question of ice. They knew they were soon entering the reported area, and they agreed that they would be able to see ice three or four miles away. He (the witness) said that it was a pity there was no wind, as if there was it would make a ripple at the base of the berg which would make it more easily seen.

When the captain left, he said that he would be just inside his navigating room and told him to let him know immediately if the weather became dull. He (the witness) sent word to the crow's nest to keep a sharp look-out for icebergs. At ten he was relieved by Mr Murdoch, the first officer. He passed on the instructions he had received to him. After leaving the bridge, it was his practice to go around the ship. That occupied half to three quarters of an hour.

By the time he turned in there was no change in the weather. On such a night a berg could be seen at least three miles. He was in his bunk when the shock of the collision came. When he went on deck the weather was then identically the same, perfectly calm and clear.

He superintended the launching of the boats. In the time they had before the *Titanic* sank they were able to launch all the boats but one. He was working at one himself when he was washed overboard. He did not think that a look-out on the stemhead would have been of the slightest value. They used a stemhead look-out if the weather was slightly thick. On such a night as that, there would have been no advantage in having a stemhead look-out for ice.

## **THE USE OF GLASSES**

With regard to glasses, if he thought the men would have used glasses for looking for ice he would not have allowed them to have them. The duty of the men was to look out, and the glasses limited the field of the look-out's vision. The practice in all the companies in which he served was to maintain the course and speed when going through the ice belt in the Atlantic in clear weather.

Cross-examined by Mr Campbell – He could only be certain of having seen the Marconigram referring to ice in longitude 49° 51' W. He heard nothing of that message until lunch time. He had heard that Mr Ismay, the Managing Director of the defendants, had received a Marconigram. He had no recollection of seeing it, nor of seeing the message from the *Antillian*. The latter was not delivered on the bridge while he was there.

The practice was to put the messages in the chart room. The only one he took any notice of was that referring to longitude 49° 51' W. He understood that another officer, Mr Moody, calculated that they would reach the ice at 11pm. He (the witness) did not inform him that he had calculated the time at 9.30 o'clock. Mr Moody had nothing to do with the navigation of the ship.

He could not say off-hand at what distance the *Titanic*, going at 25 miles an hour, could be brought to a dead stop. It would be about a quarter of a mile on the night in question. One of the most important duties of the officer on the bridge was the look-out. He would see an iceberg as soon as, if not before, the man in the crow's nest.

A growler was more difficult to see than an iceberg. That night one could have been seen about a mile away. Except for the fact that there was a flat calm (i.e., no wind), there conditions were apparently favourable for the detection of an iceberg. As the captain left the bridge after their conversation, he, Captain Smith, had said: "If it is going to be hazy, we shall have to go very slow."

He did not remember whether he passed that observation on to Murdoch. The ship's speed was never altered that night. Before the ship started on the voyage, a report was made to him that the look-outs had no glasses. He reported the matter to his senior officer and was told that there were none available.

## **THE COURSE OF THE VESSEL**

The ship in her course went ten miles south of the usual turning point on the lane route. They never got back to the lane route and were five or six miles from it when the collision occurred. The morning after the collision they saw a good many icebergs, some of them very large.

---

## THE THIRD INQUIRY – LAW REPORT

---

If he had seen the haze spoken of by the look-out men, he would have reported it to the Master, and if necessary reduced the speed of the ship on his own initiative. He had reason to doubt the evidence given by the look-out men as to the existence of haze. He did not believe there was any haze.

The reasons why the berg could not be seen were – (1) no moon; (2) no ripple; (3) black side of the berg; and (4) no swell. If the iceberg was seen 500 yards away, he did not think that the accident was inevitable. If the helm had been whipped over and one of the engines put astern, the *Titanic* might possibly have cleared the berg.

After the receipt of the Marconigrams, a ten hours' divergence to the south would have avoided all risks.

Re-examined – If they had gone ten hours south, it would have taken them below the Gulf Stream. He did not regard it as a seamanlike suggestion.

### **THE UNPRECEDENTED CALM**

He could only faintly recall having seen black ice in the Atlantic on one occasion. If the iceberg was black it would be almost impossible to see it from the crow's nest or anywhere else in time to avoid the collision. He had only once seen a flat sea on the North Atlantic and that was on the occasion of the loss of the *Titanic*. They only found it out after the boats were lowered, and in his experience it was unprecedented.

After the sinking of the *Titanic* he had a conversation in the *Carpathia* with the look-out men. Nothing was said about a haze before the collision. He first heard the suggestion at the Commission before Lord Mersey.

### **THE FOURTH OFFICER'S EVIDENCE**

Mr **JOSEPH GROVES BOXHALL**, examined by Mr Duke, said that he held an extra master's certificate and was also a sub-lieutenant in the Royal Naval Reserve. He was the Fourth Officer in the *Titanic*.

---

## THE THIRD INQUIRY – LAW REPORT

---

He remembered seeing two messages with regard to ice; one was on April 12<sup>th</sup> and the other on the 14<sup>th</sup>, which warned of ice in longitude 49° 51' W. On the 14<sup>th</sup> he was on duty between 4 and 6. Mr Wilde, the Chief Officer, was in the charge of the ship, and he and Mr Moody were the junior officers with him.

When he went off duty at 6pm there was little wind and the sea was smooth. The weather was fine was fine and everything was favourable for looking out. He went on duty again at 8. Mr Lightoller was then in charge. He (the witness) remained on duty until the time of collision. While he was on duty he saw Captain Smith on the bridge from time to time. He also saw him in the navigation room with the chart before him. He was pricking out the ship's position at 7.30pm on stellar observations made by him (the witness).

He remembered the collision at 11.40. The weather was then perfectly clear all round, with no sign of haze or fog. He was between the officers' quarters and the bridge at the time of the collision. He saw the engine room telegraph. It pointed to full speed astern.

He heard the captain ask Mr Murdoch what they had struck after the collision. Murdoch said they had struck an iceberg and that he had signalled full speed astern, and had tried to go to starboard, but had not had time. He looked over the side and thought he saw a dark mass with no light about it. He assisted with the boats and was ordered by Captain Smith to get into one of the last which got away.

Before leaving the *Titanic* he saw the masthead lights of another steamer in the distance.

He was ordered to signal to her, and did for a considerable time. She was approximately five miles away. There was no haze which interfered with his view.

### THE THIRD OFFICER'S EVIDENCE

Mr **HERBERT JOHN PITMAN**, examined by Mr Raeburn, said he was Third Officer on the *Titanic*. On April 14<sup>th</sup> he was on watch from noon until 4, and from 6 to 8 in the evening. In the course of the day he became aware that they were approaching a neighbourhood in which ice might be seen.

---

## THE THIRD INQUIRY – LAW REPORT

---

Between 6 and 8 the weather was perfectly clear. At the time of the collision he was asleep. He went on deck about five minutes later. He did not see the iceberg. He assisted in getting the passengers into the boat and was finally ordered by Mr Murdoch into No. 5 boat.

The sea was absolutely smooth. In 16 years experience he had never seen the Atlantic like it before. When he got into the boat he saw the light of a vessel about two miles away.

### THE FIFTH OFFICER'S EVIDENCE

Mr **HAROLD GODFREY LOWE**, examined by Mr Hill, said he was Fifth Officer in the *Titanic* and had a sub-lieutenant's commission in the Royal Naval Reserve. He was off duty at the time of the collision. When he went off duty at 8 the weather was fine and clear. There was no haze.

He was asleep at the time of the collision. When he came on deck the weather was still the same, dark on the water and clear above. He saw a ship some four miles away after the collision.

### THE LOOK-OUT MEN

**GEORGE ALFRED HOGG**, examined by Mr Duke, said that he was a look-out man in the *Titanic*. He had had his eyes tested some time before the voyage began. He was on duty from 6 to 8, and from 12 to 2 on the night of the collision.

From 6 to 8 the weather was clear. He had no glasses, and would sooner trust his own eyes. He was asleep at the time of the collision. He went to the crow's nest at 12 o'clock and saw a black object on the starboard quarter. The weather was still clear.

Cross-examined by Mr Campbell – He joined his mates in asking for glasses at Southampton. They were told there was plenty of time, and they would have them later on.

---

## THE THIRD INQUIRY – LAW REPORT

---

Re-examined by Mr Duke – If he had had the glasses he would not have used them.

Evidence to the same effect was given by a **FRANK EVANS, ARCHIE JEWELL** and **FREDERICK FLEET**, look-out men on board the *Titanic*. The last, in examination by Mr Duke, said that he was on the look-out on the night of the 14<sup>th</sup>. When they relieved the two men on duty before, they were told to keep a good look-out for icebergs and growlers.

There was a very slight haze on the horizon, but it did not hinder them in performing their duties. Shortly before the collision he saw a black object right ahead. He could not see how long the interval was between seeing the berg and the collision.

He struck three bells to indicate an object right ahead, and telephoned to the bridge, receiving a reply. The ship's head was brought to port; he could not say how far. She was brought round before he left the telephone box. He saw the actual collision. The iceberg appeared to be all black.

Cross-examined by Mr Campbell – He saw the haze about a quarter of an hour before the accident. It was right ahead of him, and so was the ice. He had no glasses that night. If he had had them he could have picked up the object soon enough to have given notice in time to avoid the accident.

Re-examined by Mr Duke – Glasses were generally used for examining an object after it had been picked up by the eyes.

### **TESTIMONY OF CAPTAIN CANNONS**

Captain **EDWIN GALTON CANNONS**, examined by Mr Duke, said that he had held a master's certificate in the Mercantile Marine for 25 years. He was now in the Atlantic Transport Company's service, and had been in command of a steamship for 25 years.

He remembered when the lane routes were agreed upon for the passage east or west across the Atlantic. They were adopted by agreement between the companies

---

## THE THIRD INQUIRY – LAW REPORT

---

carrying on the passenger traffic. A master of a vessel affected by these rules could not deviate from the route without due cause.

He knew Captain Smith. He was an officer of great experience and high position and a man they all admired.

Mr Duke – When you are in the North Atlantic and ice is reported, what is the usual course with regard to speed in fair weather? – We maintain the course and speed.

How long has that been the practice? – During the whole of my sea service.

Continuing, the witness said that the usual appearance of an iceberg at night was that of an effulgent object throwing out a gleam which could be seen for several miles. He had seen an iceberg capsize, and it was the colour of the sea. He had only see that once, and that was by day. In ordinary circumstances an iceberg can be seen at night at least four miles away.

He had never noticed the Atlantic flat and oily with no swell. Such a state of things would be abnormal. With regard to glasses for look-out men, he did not consider they were of any service at all. The men's eyes were carefully tested, and they ought to use them for picking up objects and then leave it to the officers to ascertain what they were.

In hazy weather or fog, he would place a man on the stemhead. He would add little or nothing to the range of vision, being much lower down. The fall in temperature on board a ship was no indication of the immediate presence of ice.

Cross-examined by Mr Campbell – He had never seen black ice. It was a novelty to him.

The further hearing was adjourned until tomorrow.

**DAY III     Tuesday, June 24, 1913.**

CAPTAIN E. G. Cannons, of the Atlantic Transport Company, who was called as an expert witness on behalf of the defendants, was further cross-examined by Mr Campbell.

He had received as many as four messages a day concerning ice, but it was an unusual occurrence. If all the five Marconigrams referred to in the case had been received by responsible officers they would have indicated a particularly dangerous area.

If he knew he was approaching such an area, he would take the precaution of slowing up until the night was clear. Upon the information given in the three admitted Marconigrams he would not have considered it his duty to slow up. The Marconigrams appeared to him to report ice north of the track.

In those circumstances, he would maintain his speed by night or day in clear weather, and would not have deviated from the ordinary course. The *Mesaba* report was more alarming than the first three. Assuming that he had received it, he would, if nothing were sighted, have navigated to the first longitude mentioned at full speed, having everybody on the alert, and would then have eased up.

With his own ship, whose speed was 16 knots, if he sighted a berg straight ahead he could alter her course so as to avoid it in sixteen seconds. The mentioned in the *Caronia* message would, in all probability, travel to the east and possibly a little north, being in the influence of the Gulf Stream.

The ice mentioned in the *Baltic* message would be travelling in the same direction, and that referred to in the *Antillian* message would have a tendency to travel almost due east.

Re-examined by Mr Duke - The action on the wind on the exposed part of a berg might counteract the effect of the current on the submerged part. In the neighbourhood of an abundance of ice the atmosphere had a tendency to become hazy or foggy. Sometimes it was necessary to come to a standstill in a fog if ice had been sighted, and then there was the danger that a berg might come into collision with the vessel.

By His Lordship – Icebergs occasionally turned turtle and came up again. It was a sight which, once seen was never forgotten. When the berg came up, the ice was a bluish colour, but after exposure to the air became white again.

### **PRECAUTIONS IN THE ICE AREA**

Captain **JOHN PRITCHARD**, examined by Mr Hill, said he was a retired commander of the Cunard line. He had been 30 years in their service, and had been in command of a ship for eighteen years. He had travelled between Liverpool and New York, and the last ship that he commanded was the *Mauretania*.

She had a speed of 26 knots, or 26¼ miles an hour. She and the *Lusitania* were the fastest ships afloat. In clear weather his practice as to maintain his course and speed in the ice area until he saw ice. Icebergs were like white hills, and on a clear dark night they could be seen four miles off. If there was a moon they could be seen further away.

In clear weather he would have two look-out men in the crow's nest and two officers on the bridge. In fogt he would have men on the stemhead. He did not believe in supplying look-out men with glasses and never did so.

Cross-examined by Mr Campbell – It was not much use to take the temperature with a view to ascertaining the neighbourhood of ice. They did it every half hour because it was the company's rule to do so. He had never seen black ice, and in fact in thirty years he had seen very few icebergs.

He had never received five Marconigrams in one day giving notice of ice. That would be an unusual thing. In clear weather he would not reduce speed in the neighbourhood of ice. If it were hazy he would slow down.

Re-examined – He could stop the *Mauretania*, going 26 knots, in three –quarters of a mile, and could change her course in ten seconds.

Captain **GERHARD CHRISTOPHER APFELD**, examined by Mr Raeburn, said that for the last six year he had been Marine Superintendent to the Red Star Line. Before then he had had 39 years sea experience, of which 31 had been in the service of the Red Star.

He had had considerable experience in navigating in the ice region of the North Atlantic. In clear weather it was his practice to maintain course and speed. On a clear dark night an iceberg could be seen about four miles away. A fall in temperature was no indication of the nearness of ice. He had known the temperature rise to 54 or 56 degrees within a mile or a mile and a half of an iceberg.

Captain **BERTRAM FOX HAYES**, examined by Mr Hill, said he held an extra master's certificate and was a commander in the Royal Naval Reserve on the active list. He went to sea in 1880 and joined the White Star Line in 1889. He had had large experience of crossing the Atlantic.

In clear weather in the ice region it was his practice to maintain his course at full speed. When he received reports of ice in clear weather, his practice was to carry on the ordinary routine of the ship. The danger of the ice region was not a danger of ice, but a danger of fog.

In clear weather a berg could be seen from five to six miles away at night. His rule was to have two men in the crow's nest as a look-out, and only to have a man at the stemhead in hazy weather. He was against glasses for look-out men. He was an officer under Captain Smith for five or six years.

He (Captain Smith) was a careful navigator, and never took a risk or in his opinion came to an unwise decision. He also knew Mr Murdoch, who had been an officer under him. He was a capable, efficient, and zealous officer.

Cross-examined by Mr Campbell – If he had reason to suppose that he was coming into an area where icebergs and growlers were very thick, he would go full speed until he saw the ice.

Captain **ROBERTS**, examined by Mr Raeburn, said that he had had 37 years' sea experience and held a British and also an American master's certificate. For 18 years he had commanded ships in the American Line. He was at present captain of the *New York*.

He agreed with the evidence given by the previous witnesses as to the practice in clear weather in the ice region of the North Atlantic.

Cross-examined by Mr Campbell – On a dark night with a smooth sea he had himself detected and iceberg as far away as eight miles.

Captain **WARR**, examined by Mr Hill, said that he was a retired master mariner with 49 years experience of the sea. He was in the Cunard service and had commanded their ships for nineteen years. When he retired he was commodore captain of the line. He had had 30 years experience of the North Atlantic.

The practice in the ice region in fair weather was to maintain course and speed until ice was sighted. A normal berg can be seen on a clear dark night four or five miles away. He did not agree with supplying look-out men with glasses.

Cross-examined – The nearest he had ever been to an iceberg before he saw it was half a mile. That was in hazy weather and they were going half speed.

### **EVIDENCE OF A NAVAL ARCHITECT**

Mr **EDWARD WILDING**, examined by Mr Hill, said that he was a naval architect in the employment of Messrs Harland and Wolff, the builders of the *Titanic*. He had worked out the turning circle of the *Titanic* under different speeds.

They had made experiments with the *Olympic*, the *Titanic*'s sister ship, and they found that she travelled 440 yards forward and 100 yards laterally in turning two points.

Mr **HAROLD ARTHUR SAUNDERSON** [sic], examined by Mr Duke, said that he was a Director and General Manager of the Oceanic Steam Navigation Company. Their vessels ran in the service of the White Star Line.

They were the mail carriers between this country and New York, and were bound to provide their fastest ships to the Government, but were under no obligation to arrive within a particular time. The *Titanic*'s speed was 22 to 22½ knots. The officers of the *Titanic* had been carefully selected.

They had officers in excess of the numbers required by the Board of Trade. During the ten years preceding the loss of the *Titanic* they had carried 2,000,000 passengers in their ships.

---

## THE THIRD INQUIRY – LAW REPORT

---

Cross-examined by Mr Campbell – He was not in the ship at the time of the disaster.

The evidence was concluded.

Mr Justice Bailhache said that before counsel addressed the jury and before he summed up, it would be necessary for him to decide whether under the agreement entered into between the Marconi company and the defendants, the Marconi operators were the agents of the White Star Line.

The jury were accordingly released for a short time while arguments on this point were addressed to His Lordship by Mr Duke and Mr Campbell respectively.

At the conclusion of the argument Mr Justice Bailhache said he did not think the Marconi operators were the servants of the ship owners in such a sense as to make a failure of duty on their part in transmitting messages to the bridge an act done by them in pursuance of their service to the ship owners which would make the ship owners liable for negligence.

Mr Duke then addressed the jury on behalf of the defendants, and had not concluded when the further hearing was adjourned until tomorrow.

**DAY IV     Wednesday, June 25, 1913.**

The closing speech of Mr Duke was completed on behalf of the defendants.

Mr Campbell made his closing speech on behalf of the plaintiff, Thomas Ryan.

These speeches occupied much of the day. Mr Justice Bailhache then delivered his summing up to the jury and charged them to try the issue. They were supplied with a copy of the issue paper, on which were outlined a series of questions which they must answer. The answers would determine if there had been any negligence, and if so, in which specific areas it lay.

The special jury then retired to deliberate.

Mr Justice Bailhache had left the court for the day when they returned. He hurried back to court.

The next day's newspapers could manage only a brief summation. This from the *London Times*:-

**VERDICT**

“In the action for damages for negligence brought against the Oceanic Steam Navigation Company by a man whose son was lost in the *Titanic* disaster, the jury returned a verdict to the effect that the navigation of the vessel had not been negligent as regards keeping a good look-out, but that there had been negligence as regards speed.

They found there was no evidence to show that the *Mesaba* message had reached a responsible officer in the *Titanic*. The proceedings were adjourned.”

**DAY V     Thursday, June 26, 1913.**

In the first of these actions, which was brought by Thomas Ryan to recover damages for the loss of his son who was lost in the *Titanic* owing to the alleged negligence in the navigation of the vessel, the jury yesterday found in answer to the questions as left to them by the judge that there had been no negligence in the navigation of the ship insofar as the keeping of the look-out was concerned, but that there had been negligence as regards the speed at which the vessel was travelling at the time of the disaster.

They also found, in answer to a further question, that there was no sufficient evidence to show whether a message giving warning as to ice, dispatched by the *Mesaba*, had reached the hands of any responsible officer in the *Titanic*.

The further proceedings in the action were adjourned until today.

Mr Campbell, KC, Mr Scanlan, and Mr Jackson Wolfe appeared for the plaintiff; and Mr Duke, KC, Mr Maurice Hill, KC, and Mr Raeburn for the defendants.

Mr Campbell said that the main question in all the actions as to negligence had been disposed of. There remained two other questions – the measure of damages in each case, and the legal question with regard to the conditions on the tickets supplied by the defendants with the consequential questions of fact.

Mr Justice Bailhache said that he must take the opinion of the questions of fact involved, because the question arising under the Merchant Shipping Act was one of great importance.

Mr Duke said that all four passengers concerned in the actions were carried out on the terms of the ticket, a copy of which had been put in. The question of fact for the jury would be whether the defendants took proper steps to bring the contents of the tickets to the knowledge of their passengers.

## **THE PROVISIONS OF THE MERCHANT SHIPPING ACT**

Mr Campbell, in opening the matter to the jury, said that the question of fact which they had to decide arose in this way. There was a provision in the Merchant Shipping Act which prescribed a certain form of ticket in the case of passenger ships carrying passengers beyond the United Kingdom.

That form was prescribed both with regard to first and second class passengers, and with regard to steerage passengers. With regard to the latter, several Acts of Parliament had conferred on steerage passengers certain rights as regards food, sleeping accommodation, &c., and that had been followed by the provision in question, which enabled the Board of Trade from time to time to prescribe a form of ticket to be issued to the steerage passengers.

There was a form prescribed which was the statutory form at the particular period. A question of law arose upon the point, with which they would now be concerned. That question was – supposing the form of that form of contract was departed from, or anything was added to it in the shape of a condition not to be found in the form, whether that condition was legal or not.

### **FORM OF THE TICKET**

Setting that aside, he would address them on the assumption that the defendants would be entitled to insert conditions other than those in the prescribed form. Assuming that they could, the question for them was whether the defendants, having inserted conditions other than those to be found on the face of the prescribed form, took reasonable care to bring a knowledge of those conditions home to minds of the persons whose relatives were bringing the present actions.

The face of the ticket supplied in the case under consideration reproduced the prescribed form, and No. 7 of the conditions enumerated upon in said, “A contract ticket shall not contain on the face thereof any condition, stipulation, or exception not contained in this form.”

It was on those words that the question of law would arise. Those words would put an intelligent person on his guard, because he would assume that he had the

---

## THE THIRD INQUIRY – LAW REPORT

---

conditions of the contract on the face of the ticket and that he would not be bound by anything not to be found there.

Although the front of the ticket was in the form prescribed by the Board of Trade the back should a wholly different state of affairs, and there appeared the condition on which the defendants relied as absolving them from the negligence of their servants. That condition gave the defendants a clean bill of indemnity against any damage resulting from any act due to the negligence of the defendants' servants.

It was admitted by the company that they took no precautions or steps of any kind to make the passenger acquainted with the conditions on the ticket, except by posting a little slip on the face of the ticket and adding the words "See Back" on the bottom of it.

The words on the slip were:-

"Your attention is specially directed to the conditions of transportation in the annexed contract. The company's liability for baggage is strictly limited, but passengers can protect themselves by insurance, which may be effected at this or any of the company's offices or agencies."

Each of the four cases depended on particular facts with regard to the steps taken to call the passenger's attention to the conditions on the ticket, but he submitted that if ever there was a case in which insufficient steps had been taken, it was in the case of these steerage passengers.

Let them take the case of Ryan, whose father was the plaintiff in the first action. He never saw the officials of the defendants' company at all, and the company was never brought into privity with him. A friend called [Daniel] Moran, who was going with a sister [Bertha Moran] to America and knew that Ryan was also going, volunteered to get a ticket for him with his own.

He accordingly wrote to the agents of the defendants in Cork. He then paid £3 deposit on the three tickets and received one ticket for the three of them, paying the balance of the passage money the day before sailing.

The materiality of the fact of one ticket's being supplied was that as a natural consequence Moran would probably keep it. Ryan himself had no ticket, and it

was ridiculous to say in Ryan's case that the defendants took any precautions whatever to bring the conditions on the ticket to his knowledge, and in all probability Ryan never saw the ticket at all.

The onus was on the defendants to satisfy the jury that they took reasonable precautions to bring the conditions on the ticket to the notice and knowledge of their passengers, and he submitted that the slip on the face of the ticket and the words "See Back" were not sufficient to do so in the case of people in the position of Ryan.

### **THE ISSUE OF THE TICKETS**

Evidence was then called with regards to the facts as to the issue of the ticket in Ryan's case.

MICHAEL RYAN, examined by Mr Campbell, said that the boy who was drowned was a brother of his. He was with his brother until the morning he left. Up to the time left, he did not see his brother with any ticket. His brother could read and write.

Cross-examined by Mr Duke – He and his brother went to school together. His brother went with the two Morans to Queenstown. He knew his brother had left it to Moran to make the arrangements. His brother was 28 or 30. Moran had been to America before. A good number of people from his neighbourhood went to America every year. He knew they had tickets and had seen them.

Re-examined – He had never in his life read one of the tickets.

Mr Duke called Mr GEORGE HARRIS of the firm of Messrs Jas Scott & Co., Queenstown, with whose firm Moran had corresponded with regard to the tickets. He said that he saw Moran, his sister, and Ryan in his office when they paid the balance of the passage money.

The ticket was produced when they were there. The form of ticket had been in use for as long as he could remember, and the slip had been attached for ten

years. His firm were also agents for the American Line and for the Dominion Line. The tickets for those lines were precisely the same in appearance as those issued by the defendants and had conditions endorsed upon them.

Mr Duke then submitted that Ryan constituted Moran his agent to get his ticket and was bound by his acts in relation to what was done. Ryan was going from a district from which people went to America in large numbers. Some of these people came back, and their tickets had become common knowledge in the district. It followed that Ryan knew that the terms of the contract with the company were contained in this ticket. He was not entitled to disregard the words “See Back” on the face of the ticket.

The document front and back was the document, with which emigrants had been familiar since emigration began. If a man took a document which he knew to contain the terms of a contract he was in ordinary circumstance bound by those terms, whether he read them or not.

He had to satisfy them that the defendants did what was sufficient to give notice of the conditions to the class of persons to which the plaintiff belonged. The class of people were the steerage passengers, who for 30 years had been people who could read and write.

Therefore the defendants were entitled to address the terms of the contract to their sight. Moran had the document in his possession six days and paid the balance of the passage money after it had been in his possession for that time. They had the ticket for six days in a quiet countryside where they were concerned at the moment with the immediate business of their lives.

### **THE SUMMING UP**

Mr Justice Bailhache, in summing up to the jury, said that the question they had to decide was whether the deceased man Ryan knew of the conditions on the back of the ticket, or whether the defendants had taken reasonably sufficient means to give the deceased notice of them, having regard to the class of life to which he belonged.

It was clear that nothing was said to anyone about the conditions. Moran and Ryan attended at the office of the defendants' agents and the agents did not tell them of the conditions or read them over. What Moran was sent was a ticket folded up. When he unfolded it he could not help seeing that there was something printed on the back, and if he read it at all, which was very doubtful, he would see the words printed on the slip on the face of the ticket and also the words "See Back."

These being the facts, had the defendants taken reasonable means to bring the conditions to the notice of the deceased? Speaking for himself, he would have thought that the slip on the face of the contract would rather have a tendency to put a man off reading the conditions on the back because it referred to the defendants' denial of liability in regard to baggage, and he might think that as it specially referred to that, there were no conditions relating to anything else.

In the case before them there was the difficulty that the ticket was one for three persons, and that it was delivered to Moran and it might well be that a ticket of that kind delivered to Moran was not sufficient notice of its conditions to Ryan, although they were going in the same steamer.

It was not necessary that they should find that Ryan actually read the ticket, because if the company took reasonable steps to bring the conditions to his attention, the fact that he did not read it was quite immaterial.

The question he desired them to answer was as follows:-

"Did the defendants do what was reasonably sufficient to give the deceased man, Ryan, notice of the conditions on the ticket, having regard to the class of life to which he belonged?"

Mr Duke asked that a similar question might be put in regard to Moran, in view of his submission that Moran was acting as Ryan's agent.

## THE JURY'S ANSWERS

His Lordship assented, and the jury, after a short deliberation answered both questions in the **negative**.

Mr Justice Bailhache asked what was going to be done with regard to the damages.

Mr Campbell said that he thought they would be able to agree upon a sum. Continuing, he said that by agreement with Mr Duke the findings of the jury as to the ticket would apply in the cases of [**James**] **Scanlan** and [**Patrick D.**] **O'Connell**, in which the facts were substantially similar.

Mr Justice Bailhache recorded a verdict in favour of the plaintiff Ryan in the first action on the findings of the jury as to negligence and lack of knowledge as to the conditions upon the ticket.

## THE REMAINING CASES

The jury was then sworn in the cases of O'Connell and Scanlan. Mr Duke said that they would take it that the evidence given on the issues as to negligence had been given in those cases as well, and also the evidence with regard to the ticket.

Mr Campbell said that all he desired to prove in these two cases were that the men in regards to whose death the actions were brought were minors. Evidence was accordingly given by relatives to this effect. The jury was then sworn in the case of [**Denis**] **O'Brien**.

Mr Campbell said that this case was a little exceptional. O'Brien, who was about 20 years of age, lived with his widowed mother. He had a brother living in America who paid or made a deposit in that country in respect of a ticket for this lad, who was to join him there.

---

## THE THIRD INQUIRY – LAW REPORT

---

In such a case as that, the defendants issued a prepaid ticket in America. That certificate was given to the person who paid the ticket money, and he forwarded it to the person for whom the ticket was bought. That person took the prepaid certificate to the office in Ireland, and in exchange they gave him an ordinary ticket.

The front of the prepaid ticket was practically identical with the back of the ordinary ticket, and contained the conditions to be found on the latter. In the case before them the prepaid certificate was sent to the mother of the deceased.

She kept it for some time, and about a fortnight before the *Titanic* left she gave it to her son, who went to the defendants' agent at Skibberreen and in return for it received the ordinary ticket.

In these circumstances, Mr Campbell submitted that the conditions on the ticket had been brought sufficiently to the mind and knowledge of the passenger.

Evidence having been given of the facts above, Mr Duke, for the defendants, called CHARLES HOSGOOD, who said that his mother was the agent for the defendants at Skibberreen. He had had an interview with O'Brien when he brought the prepaid certificate, and his practice was to tell intending passengers to read over the ticket, and if there was anything they did not understand he read it over to them.

His Lordship summed up the case to the jury, and in answer to a question in similar terms to that left in the case of Ryan, they found that the defendants had taken such steps as were reasonably necessary to bring the terms of the conditions on the ticket to O'Brien's notice.

Mr Duke said they had come to the arrangement that the jury should assess the damages provisionally at £100 in each case.

This was accordingly done and the jury was discharged.

---

## THE THIRD INQUIRY – LAW REPORT

---

The contending parties next argued points of law in regard to the validity or otherwise of the conditions printed on the back of passenger tickets by the defendants.

Mr Justice Baihache said that the point raised was one of very great importance and he hoped to give judgement on Monday next.

There would be judgment for the plaintiffs in three of the cases with the general costs of the action; but the defendants would have the costs on the question relating to the boat drill, which Mr Campbell had abandoned as a substantive point.

The costs would be taxed, and paid over on the usual solicitors' undertakings; to that extent there would be a stay of execution.

The fourth case would be dealt with on Monday.

---

**DAY VI    Monday, June 30, 1913.**

### **JUDGMENT**

This morning Mr Justice Bailhache delivered a written and considered judgment in which he said:-

“A point of great general importance was taken by the plaintiff and arises in this way. By Section 320 (2) of the Merchant Shipping Act, the contract referred to in subsection 1 ‘shall be in a form approved by the Board of Trade and published in the *London Gazette*.’

The ticket is, so far as the terms appear upon its face, approved; but the conditions upon the back have not been approved by, nor submitted to, the Board of Trade. The ticket on its face, that is, on its approved part, contains seven numbered clauses, or directions, of which the seventh is:-

---

## THE THIRD INQUIRY – LAW REPORT

---

‘ A contract ticket shall not contain on the face thereof any condition, stipulation, or exception not contained in this form.’

The question for decision is – Is this ticket in a form approved by the Board of Trade?

It is upon clause seven that Mr Duke mainly relies. He says that that is the provision the Board of Trade has made for the ship owner, and made by a series of steps, showing the course of legislation by the Department over a period of 30 years.

In this connection I was referred to Section 71 of the Passengers Act, 1855, (18 & 19 Vic., Cap. 119), and to the various forms of contract ticket published in the *London Gazette* since that Act.

The Passengers Act, 1855, contains a form in its Schedule L. That form has upon its face five numbered clauses which in substance correspond with the first five clauses on the present ticket, but no clause similar to clause seven.

Long afterwards, in the year 1888, a form of ticket was published in the *London Gazette* of August 24, with a clause to the effect that a contract ticket should not contain, either on the face of the back thereof, or have annexed thereto, any condition, stipulation, or exception not contained in this form.

Then in February 1889, a form was published in the *London Gazette* which is substantially the form now in use.

Mr Duke, for the defendants, naturally called attention to the striking difference between this form and that of August 1888. It was further urged for the

149  
150

In the High Court of Justice  
KING'S BENCH DIVISION.

BETWEEN

*Thomas Ryan*

Plaintiff,

AND

*Oceanic Steam Navigation  
Company Limited*

Defendants

I CERTIFY that this action was tried before The *Honourable Mr Justice*  
*Baillache*  
and a *Special* Jury of the County of Middlesex,  
on the *20<sup>th</sup>, 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup> & 26<sup>th</sup>* days of *June* 1913 .

*On the question of negligence*  
THE JURY FOUND answers to the following questions:—



1. Was the navigation of the *Titanic* negligent in respect of (A) Look out? Ans: No (B) Speed? Ans: Yes.
2. Was the messagegram from the *Proteus* communicated in due course to some responsible officer of the *Titanic*? Ans: Not evidence sufficient.

*On the question of contract the jury found answers to the following questions:*

1. Did the Defendants do what was reasonably sufficient to give *Moran* notice of the conditions having regard to *Moran's* condition in life? Ans: No.
2. Did the Defendants do what was reasonably sufficient to give *Ryan* notice of the conditions having regard to *Ryan's* condition in life? Ans: No.

*and by consent assessed the damages at £100 =*  
*The Judge decided that judgment should be entered*

(874)



### The Judgement

defendants that if a ship owner may not print upon the back of the ticket such conditions as he pleases, subject to the reservation that they do not vary or conflict with the express terms upon the fact of the ticket, and, of course, provided he can get steerage passengers to accept them, clause seven is meaningless.

Mr Duke says clause seven is a direction, and referred to the Merchant Shipping Act, which provides that directions on the ticket not inconsistent with the Act are to be obeyed as if set forth in Section 320.

### **THE PASSENGER'S POSITION IN LAW**

In considering the points raised and the answers I have to give to the questions in debate, it seems desirable to point out the difference between the passenger's position in law under the contract without the conditions, and under the contract with the conditions.

For this purpose I may confine myself to condition three. Under the contract without the conditions, the passenger's legal position is that he is entitled to damages for loss or injury to or of himself, and ten cubic feet of luggage, limited in the latter case to £10. He is also entitled to have himself and that quantity of luggage carried in a seaworthy ship.

Under the contract with the conditions, he has no remedy for negligence, and the ship owner's duty to provide a seaworthy ship is very materially modified.

One or two other considerations must be borne in mind. The Board of Trade is brought into the matter for the obvious purpose of safeguarding the passenger's interest - to exercise what Mr Duke calls a species of guardianship. This is the more important as few steerage passengers read their ticket.

Fewer still can understand them, and their assent to the conditions upon them is not the assent of a mind consciously exercised upon the question, but that assent which the law implies from the acceptance of a ticket which contains conditions of which they have had reasonable notice.

Moreover, the steerage passenger has little or no option in the matter. These conditions are practically common to all the lines by which in ordinary course he can travel. But after all, when these various matters have been discussed and

investigated, I must come to the construction of the statute itself, and in so doing I remind myself that if the words of the statute are plain and unambiguous, it is to them and them alone I must look in deciding the question now before me.

### **THE MEANING OF A CONTRACT TICKET**

I ask myself first of all: What is meant by a contract ticket? I take it to be quite plain that that means the whole document, front and back. It is the document which, when read in the light of the law applicable to the document, regulates the rights and liabilities of ship owner and passenger upon the voyage to which the ticket refers.

Next I ask, What is meant by the form of the contract ticket? And does the word 'form' mean the shape, size and appearance of the ticket only, or does it cover the contents of the ticket, the matters for which it makes provision, and the manner in which it deals with those matters?

I think it clearly means the latter. This is certainly the ordinary acceptance of the term, and I see no reason, and indeed have I think no right, to reject it in this case.

I ask myself one further question: What is meant by 'approval'? Accepting for the moment Mr Duke's argument as to clause or direction seven, can the Board of Trade be said to have approved of conditions which they, without seeing them, have left it to the ship owner to introduce?

Can they give, under the statute, such liberty to the ship owner as a man may be said to approve beforehand of the figures filled into a blank cheque, signed by him and handed to a holder to deal with?

I think not.

I find myself, therefore, with the provisions of a statute which seems to me unambiguous, and my only duty is to give effect to them. So doing, I can only answer the question as to whether this ticket was in a form approved by the Board of Trade in one way: It was not.

I may add, that as at present advised, I am not convinced that clause or direction seven gives power to print on the back of the ticket unapproved conditions. It certainly does not expressly say so.

---

## THE THIRD INQUIRY – LAW REPORT

---

It is just possible, under that direction, there would be no objection to conditions on the back even though unapproved, provided those conditions related to matters other than the carriage of the passengers and ten cubic feet of luggage, as, for example, conditions dealing with excess luggage, as condition six in the present case does.

It is not quite easy to reconcile clauses one and seven, and I am not sure about the effects of the words ‘See Back’ on the face of the ticket. I am not certain that the legal effect of those words is not to make the conditions printed on the back part on the face of the ticket, and to abolish any distinction between the face and back.

I, however, do not decide the case on these grounds. I decide it upon the broad ground that condition three never having been seen by the Board of Trade, this ticket, as it stands, is not in a form approved by the Board of Trade within the meaning of the statute.

There will therefore be judgment for the plaintiff also in this case.”

Mr Justice Bailhache added that in this case there would be a stay of execution as to the damages; the costs would be taxed, and paid upon the usual undertaking.

On the application of Mr Maurice Hill, His Lordship ordered that the plaintiff should pay the costs of the issue that the defendants had prevented the plaintiff from going to the boats or to the boat-deck, which had been plaintiff on the pleadings and abandoned before trial.

The trial of the action concluded.

***Later Developments...***

---

## THE THIRD INQUIRY – LAW REPORT

---

The Oceanic Steam Navigation Company Ltd appealed these verdicts to the Court of Appeal in November 1913 on points of law and were once more unsuccessful.

Their next appeal was to the House of Lords, where the grounds of appeal were held to be without merit and the appeal dismissed in February 1914. The verdict of negligence in the *Titanic's* navigation through unjustified speed in a known icefield was upheld for all time.

The case of Ryan informed the compensation claims brought in the United States in the Southern District Court of New York. These claims were eventually settled out of court in December 1915. Despite claims running into tens of millions, only \$663,000 (£136,701) was eventually shared among all claimants.

Henry Edward Duke, lead counsel for the Oceanic Steam Navigation Company Ltd, became one of the last Chief Secretaries for Ireland, in 1916. He also became Lord Justice of Appeal and died in 1939 at the age of 84.

Mr Justice Bailhache died of a seizure while on a beach holiday with his wife in 1924, at the age of 67. His death was curiously similar to that of Lord Mersey, who died at a beach hotel in 1929.

Thomas Ryan's compensation was equivalent to just a year's income for his son, who had been earning just two pounds a week. Like his son, he died in obscurity. Today *Ryan v. Oceanic S. N. Co.* is still cited, since it established early precedent in consumer and contract case law.

---

**This transcription and all images courtesy of Senan Molony.**