

MADRAS RECORD OFFICE.

Government of Madras.

Marine

DEPARTMENT.

G.O. No. *277*

Press
~~Mis.~~

Dated *20. 7.*

1858

Not to be folded or roughly handled

Fort Saint George, Marine Consultation, 20th July 1858.

No. 16. From J. J. FRANKLIN, Esq., Secretary Marine Board; to T. PYCROFT, Esq., Chief Secretary to Government, Fort St. George, dated 17th July 1858, No. 2864.

SIR,

I have the honor by desire of the Marine Board to forward, for the orders of Government, the accompanying blank articles of agreement which Messrs. Bainbridge and Co., as Agents of the Ship "Julia," have requested the Commissary General to execute.

2. The "Julia" arrived some time since from Moulmein with a Cargo of Teak and Sandal wood for the Commissariat Department, and, before any of it was discharged, was obliged to slip from her anchor on the 5th May last, during the Cyclone, to avoid a collision with the "Amelia," which Vessel was driving down on her. The Anchor and Cable have not since been recovered, and it is partly to re-imburse the Owners for this loss that the Commander seeks to have executed an average agreement binding all parties concerned to pay a share of their value proportionate to the interests at stake.

3. The Commissary General forwarded the papers for the Board's opinion, when they pointed out to him the orders of Government marginally noted, directing
17th July 1856, No. 202. that no steps on such occasions should be taken beyond ascertaining the facts, before referring the question to Government. Thereupon this Officer requested the Board to submit the case, which they now do.

ARTICLES OF AGREEMENT entered into at Madras this Sixth day of July One thousand Eight hundred and fifty eight, between James Baker, Master of the Ship or Vessel the "Julia," belonging to London of the first part, and the several persons whose names are hereunto subscribed of the second part.

WHEREAS the said Ship or Vessel "Julia" having on the thirteenth day of April last, sailed from Moulmein bound on a voyage thence to Madras laden with a Cargo of Timber, and having duly prosecuted such voyage and arrived at Madras, and whereas the said Ship or Vessel the Julia before landing any portion of such Cargo, and whilst laying at Anchor in the Madras Roads on the fifth day of May One thousand Eight hundred and fifty eight, encountered a very heavy gale of wind from the North East which subsequently veered round to the East, and whereas during the said gale the Barque Amelia then also laying at Anchor in the Madras Roads, broke from her Anchor and was driving down before the Gale direct on the "Julia," and the said James Baker and the Crew of the "Julia" were obliged, in order to save the "Julia" from being fouled and driven on shore, and for the safety of the said ship and Cargo then on Board, to slip the Cable of the Ship "Julia," and get her under weigh, which he thereupon did, and proceeded to Sea, and whereas the said James Baker and the rest of the Crew of the said Ship "Julia" returned in her to Madras on the fifteenth day of May One thousand Eight hundred and fifty eight, and whereas the said James Baker has, since the said fifteenth day of May One thousand Eight hundred and fifty eight, caused careful search to be made by means of drags in the Madras Roads for the Cable and Anchor of the said Ship so slipped as aforesaid on the fifth day of May One thousand Eight hundred and fifty eight without success. And whereas the said Cable and Anchor are wholly lost, whereby considerable loss has been sustained, and considerable expenses, disbursements, and charges, have been incurred, the amount whereof cannot at present be sufficiently ascertained, and which may form a charge on the Vessel, freight, and the goods laden on Board, or may come under the denomination of a general average to which the said parties of the second part being respectively Owners, or Consignees, or Agents of Owners, or Consignees of the goods laden on Board, may be liable to contribute. Now these Articles witness that in consideration of the engagements and agreements of the said parties of the second part hereinafter contained, the said James Baker, for himself separately and individually, and also for the Owners of the said Vessel the "Julia," agrees with each of the said parties respectively of the second part, that he the said James Baker, or the said Owners, shall and will deliver, or cause to be delivered, as soon as can be reasonably done, at the Port of Madras aforesaid and on reasonable request the respective Goods, Wares, and Merchandise so laden on Board the said ship and belonging or Consigned respectively unto the seve-

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ral parties of the second part or their Agents or Assigns, and permit them to take and remove the same respectively, according to their respective rights, positions or Ownership thereof (the danger and casualties of the Seas, Rivers, and Navigation restraints of Princes and Rulers, Fire, Pirates, Enemies or other inevitable accidents not preventing.) In consideration whereof the said parties of the second part hereby for themselves severally and respectively, and not jointly, personally engage and agree with the said Master James Baker, individually, and also engage and agree with the Owners of the said Vessel to pay or cause to be paid unto the said James Baker, or as may be required, unto the Owners of the said Vessel or their Agents the proper and respective proportions of the said general average loss and expenses in respect of their respective goods and all legal charge salvage and other expenses to which they are or shall be respectively liable or which the Cargo ought to bear under the aforesaid circumstances rateably and in fair proportions. And for the better computing the same, they, the said parties hereto, respectively agrees to refer the amount and proportions thereof to be ascertained and adjusted by R. J. Chamber, Esquire, Average States in Calcutta, whose decision and adjustment in the premises they hereby respectively agree to abide by and perform.

Witness the hands of the said parties hereto.

(Signed) JAMES BAKER.

Signed by JAMES BAKER,
in the presence of

A. J. BYARD, Merchant, Madras.

No. 17.

ORDER THEREON, No. 277; dated 20th July 1858.

Referred to the Honorable Company's Solicitor for report.

(Signed) T. PYCROFT,

Chief Secretary.

No 277

Referred to the Honorable Company's
Solicitor for report.

Fort St George
20 July 1858

Copy to H.C. Solicitor with
orig. Art. of Agreement } Disf. 20th July.