

MADRAS RECORD OFFICE.

Government of Madras.

Marine DEPARTMENT.

G.O. No.

87

Press
~~Mis.~~

Dated

18. 2. 1858

Not to be folded or roughly handled

Mis

Fort Saint George, Marine Consultation, 19th March 1858.

Read again Extract from the Proceedings of the Chief Engineer, dated 18th February, No. 7475, and entered in Diary, to Consultation, 2nd March 1858.

No. 5. From J. T. MACLAGAN, Esq., Acting Secretary Marine Board; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 8th March 1858, No. 1028.

SIR,

Having perused the reports from Messrs. Kennedy and Thompson regarding their having failed to detect the fracture in the Screw Shaft of the "Prince Arthur" when examining her prior to being made over to Government, the Marine Board desire me to state that it appears from those reports that they were most careful in their examination, and that the flaw or fracture could easily have been concealed from them without evincing on their part any want of due attention. It must be borne in mind also that neither Mr. Kennedy nor Mr. Thompson was a Marine Engineer, and if any blame is due on account of the Vessel having been received in an unsound condition, it would appear to the Board to attach itself to the want of arrangements for taking her over to the Indian Naval Service. Intimation was received in August last from the Honorable Court of Directors that the "Prince Arthur" and "Dalhousie" had been purchased for the Indian Navy for employment in the Bay of Bengal and they desired that arrangements might be made by the controlling authorities of that Service to have Establishments at Madras in readiness to take charge of them. In neither case was this done and the Board could only obtain such assistance as was available at the times of their arrival to examine them and finally to navigate them to places of safety. Had the Vessels been made over to the Madras Government as belonging to the Establishment of this Presidency, it would have been the duty of the Board to have provided means for their thorough examination prior to the Certificate of delivery being furnished. As this was a duty which devolved on the Officers of another Government the Board could only do the best under the circumstances, to supply the omission of the arrangements which ought to have been, but were not made.

No. 6. ORDER THEREON, No. 112; dated 16th March 1858.

Ordered that the reports of Messrs. Thompson and Kennedy, the Proceedings of the Chief Engineer and order thereon, together with the letter from the Marine Board above recorded, be transmitted to the Honorable the Court of Directors in reference to para: 2, of the Despatch addressed to them under date the 26th January last, No. 3, on the subject of the defect discovered in the Screw Shafts of the Steamers "Prince Arthur" and "Dalhousie."

(Signed) T. PYCROFT,
Chief Secretary.

Exd. J. A. Wilson.

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Fort Saint George, Marine Consultation, 19th March 1858.

No. 1. From J. J. FRANKLIN, Esq., Secretary Marine Board; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 27th February 1858, No. 906.

SIR,

I have the honor by desire of the Marine Board to submit the accompanying letter from Messrs. Arbuthnot and Co., on the subject of an intended purchase of Coals at Bimlipatam, for the use of Government, and to enter into the following explanation of the transaction it refers to.

2. Mr. William Arbuthnot of that firm intimated, in November last, that they had good Steam Coal at Bimlipatam, which they were willing to dispose of. At this time Coals were scarce, and it was with difficulty sufficient could be obtained to meet the demand. Thirty five Rupees a Ton were freely given for Coal purchased in November, and this rate was offered; but Mr. Arbuthnot was expressly informed that he was to send in his tender in an Official form on the 18th of that month; a private note was sent by Mr. W. Arbuthnot, which is inserted in the margin of Messrs. Arbuthnot's letter of the 24th Instant. This was replied to privately as marked No. 2, in the same letter, and it will be seen that, in the commencement of the reply, the fact of the official offer not having been made was noticed. Mr. Arbuthnot was requested to send it in officially which was enough to shew that the private offer was not considered sufficient authority to act upon. Such transactions are of daily occurrence. Negotiations are entered into verbally, or by note, and afterwards submitted and ratified formally by official correspondence, which would be interminable if such were not done.

3. Time passed, and no official communication being received, nor any further mention made of the transaction, it was supposed that some difficulty had arisen in carrying out their original intentions, and Mr. W. Arbuthnot's note was destroyed.

4. About the latter part of January, however, it was incidentally remarked that there were some Coals at the disposal of the Board at Bimlipatam. Inquiries were made; and they then learned, for the first time, that Messrs. Arbuthnot and Co. considered that the purchase had been duly effected. The Board called for any document shewing that this was the case, when an extract was furnished from the private note marked No. 2, before alluded to, in which the first part having reference to the necessity of an official tender was suppressed. It is not usual to keep copies of private notes, and none had been made of this; but it was remembered that the request for the official tender had been distinctly made. They accordingly called for, and obtained, the original, which corresponds with that transcribed; and they submit that this very omission was enough to shew that Messrs. Arbuthnot and Co. felt that it must invalidate their claim, and that in consequence of their not having formally offered the Coal as therein requested, the negotiation was not concluded. It had merely arrived thus far; that on the tender being submitted the Board were bound to accept it. The tender was not submitted, and consequently the matter fell to the ground.

5. There are also circumstances attending this transaction which render it, the Board think, unreasonable in Messrs. Arbuthnot and Co. pressing their claim. The Board were glad to purchase Coal in November for 35 Rupees a Ton. In December they made no purchase at a higher rate than 30 Rupees; and in January the price given was never higher than 25 Rupees. These rates were made generally known before hand, and all purchases were in accordance therewith. The Board would gladly have availed themselves of the Coal in November or December; yet up to the latter part of January no intimation had been given to them of the quantity they could obtain: the real fact being that the Coal was not, as it appears by their letter of the 24th Instant, at Bimlipatam, at all, but at Chittiwalsa, three miles off; and even to the date of the letter, now submitted, they had no official record of the quantity to be at their disposal.

6. Under these circumstances Messrs. Arbuthnot and Co. have been informed that the Board cannot consent to give more for the Coal than 25 Rupees a Ton, the rate at which it could have been purchased in January; and as they decline to forego their original claim, there is no alternative but to lay the case before the Right Honorable the Governor in Council.

Screw Shafts of the Steamers
"Prince Arthur" and "Salisbury"

JP

To the Marine Board - Sept 18th

Marine Dept.

No. 84.

The Secretary Marine Board.

Dated 24th February 1838.

In order.

There was suddenly a change
in this transaction on both sides.

The Secretary of the M^d B^d. appears to
have considered the sale as off in consequence

receiving no official letter - & the

use was made of the coals.

On the other hand Messrs. Robertson & Co.

take - they considered the business

closed - tho. they unfortunately expected

to their coal.

18th Feb. 1838

J.P.

Letter subject 31/2/38
Case 19 March 1838
Marine. 1838. 24/2/38