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M.R.O. 1-22 400-27-11-80

MADRAS RECORD OFFICE.

Government of Madras.

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DEPARTMENT.

Special Commission

G.O. No.	<i>64</i>	Press Mis.
Dated	<i>22 23</i> <i>17-1-</i>	<i>1862</i>

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21

*Proceedings of the Madras Government, Marine Department,
17th January 1862.*

No. 22. Read the following letter from JOHN MILLER, Esq., Acting Government Solicitor, Madras; to T. PYCROFT, Esq., Chief Secretary to Government, Madras, dated 14th January 1862, No. 33.

Dated 28th December 1861, No. 440, Marine Department.

1. I have the honor to acknowledge the Proceedings of Government noted in the margin, and the papers which accompanied them.

2. I subsequently placed myself in communication with the Superintendent of Marine and the Superintendent of Telegraphs, and obtained from them such further information on the subject as they could afford me, and having submitted this information with the proceedings and papers above acknowledged for the consideration of the Advocate General, I now forward a copy of that Officer's opinion.

3. I likewise return the papers which accompanied the Proceedings above noted.

COPY-OPINION.

The Superintendent of Marine in his letter of to-day, 11th January 1862, says that Messrs. Dymes and Co.'s letter of 22nd October last, was the first written demand for interest, though a Clerk said something about it on a former occasion.

Act 32 of 1839 only gives the Courts power to allow interest from the time of a demand in writing giving notice that interest will be claimed from date of demand, unless the amount payable was by some written instrument made payable at a time certain. If this latter were the case in this instance, *ex. gr.* if any written instrument specified that the amount was to be payable *on demand*, then Messrs. Dymes and Co., could recover interest from the date of their first demand. If there were no such stipulation, then interest would run only from the 22nd October last.

I have not the contract before me, nor is the date of delivery mentioned; but I see Messrs. Dymes and Co., state that the contract expressly stipulates that payment is to be made on correct delivery of the stores. If this be so, they could recover interest from that date.

(Signed) T. SYDNEY SMYTH,
Advocate General.

11th January 1862.

(True Copy.)

(Signed) JOHN MILLER,
Acting Government Solicitor.

No. 23. ORDER THEREON, 17th January 1862, No. 14.

A copy of the Advocate General's opinion will be forwarded to the Superintendent of Marine.

2. Mr. Franklin will apply without delay for a Treasury Order for the amount of interest payable to Messrs. Dymes and Co.

(Signed) T. PYCROFT,
Chief Secretary.

No. 14-17 January 1862

A copy of the Advocate
General's Opinion will
be forwarded to the
Superintendent of Marine.

Wd
H. C. L.

H. C. L.

22. Mr. Franklin will ap-
ply without delay for a
Treasury Order for the a-
mount of Interest pay-
able to Messrs. Dymers & Co.

Wd

H. C. L.

To the Supdt of Marine - Supr M.L. 17th
" Supdt of Electric Telegraphs, M.C. D. 18th

Maurice L. to Capt. 10th May
Reg. 1862
Rep. 123rd Aug. 1863
of 1862

Marine 1862 Sept

From
The Actg. Gov. Johnston
Madras.
To the Chief Secy to Govt.
Madras.

Sealed 14th January
Read 13th

7900
@ No. 33. 32
1/4 Enclomuz
@ No. 15

14
Forwards with reference
to proceedings of 20th
28th Dec^r 1861 to the
Marine Department
Copy advocate General's
opinion on Messrs Dymers
W^{ts} claim for interest
on freight in respect of
Telegraph stores per
"Cylon". —

With an Order