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MADRAS RECORD OFFICE

Government of Madras

Marine DEPARTMENT

G.O. No. ~~B.P. No.~~	152	Press ~~Mis.~~
Dated 23rd July		1864 ~~195~~

Original

Not to be folded or roughly handled

Proceedings of the Madras Government, Marine Department,
23rd July 1864.

Read the following papers :—

No. 50. From A. P. HOWELL, Esq., Officiating Under Secretary to the Government of India; to A. J. ARBUTHNOT, Esq., Chief Secretary to the Government of Fort Saint George, dated Fort William, the 29th April 1864, No. 3214.

In continuation of this office letter, No. 2667, dated the 11th instant, I am directed to forward herewith a copy of the Draft Contract which has been settled by the Government Solicitor, and the Officiating Advocate General for the maintenance of Steam communication between Madras and Rangoon.

2. Before, however, the contract is finally concluded, the Government of India are desirous of obtaining at an early date the views of the Madras Government on the several clauses and stipulations which have been provided therein.

Referred to the Military Department and to the Master Attendant in charge of the Office of Superintendent of Marine. The Draft Contract will be forwarded in the first instance to the Military Department, whence it should be sent to the Master Attendant to be returned by that Officer with his report.

FORT SAINT GEORGE,
27th May 1864.

(Signed) A. J. ARBUTHNOT,
Chief Secretary.

No. 51. From H. D. E. DALRYMPLE, Esq., Master Attendant, in charge of the Marine Superintendent's Office; to the Honorable A. J. ARBUTHNOT, Chief Secretary to Government, Marine Department, Fort Saint George, dated Madras, 21st June 1864, No. 1615.

I have the honor to acknowledge receipt of your Official Memorandum, under date 17th instant,* forwarding copy of contract as per margin, and to offer my opinions thereon.

* No. 324.

Between the British Indian Steam Navigation Company, &c., &c., and the Secretary of State for India in Council.

2. In the first place, I object to the principle of paying the whole of a contract Steamer's expenses (excepting the item of fuel) by a subsidy of Rupees 6000 per month, as I consider that the privilege of sending Government passengers at exorbitant rates over and above this subsidy, merely in preference and not to the exclusion of other private passengers who go at the same rates, is a most inadequate return for this monthly outlay of public money.

3. Secondly. I object to the freight of charges between the intermediate ports as exorbitant, and recommend that the rates should be reduced to Rupees 10 per ton.

4. Thirdly. I propose that Section 19 of the proposed contract be modified, and that it must be clearly specified that European Warrant and Native officers and their families shall always be provided with screened berths between decks as a right, and not as a matter of favor.

5. I beg respectfully to point out that there is no Clause in this draft Act restricting the number of private passengers over and above the number of Government passengers, nor a restriction in the quantity of private goods, baggage or freight of any description over and above the Government cargo to be sent under the provisions of the contract.

6. I am able to state from my personal observation and also from the reports of my Assistants what is the normal state of these B. I. S. N. Company's Steamers on their arrival and departure to and from the Madras Road-stead. Their decks are covered with baggage and cargo leaving no room for the 2nd Class Government or private deck passengers to move about or to allow the decks to be washed or cleaned; and I consider it imperative that a Clause should be introduced in this Act prohibiting any description of freight excepting as specified in the margin from being carried on the upper deck of any contract Steamer.

Palankeens, doolies, horses, bullocks, dogs, sheep or goats.

7. I beg also to observe that the limited quantity of baggage allowed for officers and men in this contract will prove a grievous hardship to our troops changing their stations and on going or

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7. I beg also to observe that the limited quantity of baggage allowed for officers and men in this contract will prove a grievous hardship to our troops changing their stations and on going or

returning to and from Foreign service, and the freight bills for Mess stores, Band Equipage, &c., which must be paid by those who can ill afford it will be ruinous.

8. In our Government transports all Regimental stores and baggage of every description went free, and the troops were enabled to land with comfort at the port of destination.

9. This boon which has been hitherto a privilege highly prized by our faithful Native Army always ready for service beyond sea is now, according to this draft contract, to be swept away, and I earnestly request that this particular phase of the question of transport of troops by contract Steamers may be re-considered.

10. I respectfully refer His Excellency in Council to my letter, under date 23rd November 1863, No. 2886, which will show the great saving to Government if these services were performed by a Government Steamer, that Steamer in contra-distinction to one under contract being entirely and exclusively at the disposal of Government for passengers, troop and cargo, and also being available for other services in cases of emergency.

11. In conclusion, with reference to parts of paragraph 20 of this draft contract, it appears, as I read it, that besides the monthly subsidy of Rupees 6000, all expenses incurred in this Presidency are to be paid in Calcutta on the 15th of each month, and I cannot but doubt the practicability and policy of such an arrangement.

No. 52. Proceedings of Government in the Military Department, dated 12th July 1864, No. 2386.

Communicating the replies received to the reference on the Draft Contract for the maintenance of Steam Communication between Madras and Rangoon, &c., and intimating, in reply to a reference made by the Chief Secretary, that the Ship *Coromandel* is not required by that Department.

(Vide Proceedings Military Department, dated 12th July 1864, Nos. 146—148.)

No. 53. To the Secretary to the Government of India, Home Department, dated Fort Saint George, 23rd July 1864, No. 152.

In acknowledging the receipt of Mr. Howell's letter of the 29th April last, No. 3214, calling for the opinion of this Government on the terms of a draft contract settled by the Government Solicitor and Officiating Advocate General for the maintenance of Steam communication between Madras and Rangoon, I am directed to submit for the consideration of His Excellency the Governor General in Council, the annexed copies of the papers noted in the margin containing the opinions of the several officers to whom the draft contract has been submitted, and to offer the following remarks and suggestions.

From the Master Attendant in charge of the Marine Office, 21st June 1864, No. 1615.
Proceedings of Government in the Military Department, 12th July 1864, No. 2386.

2. The 1st, 2nd, 3rd, and 4th Clauses of the draft do not call for remark.

3. With reference to Clause 5—the Commander-in-Chief observes that no provision is made for the Steamer calling at ports north of Bimlipatam in case of need. The necessity for such calls is not of frequent occurrence; but the Governor in Council is of opinion that the contract should provide for their being made whenever the requirements of the Public service may demand it.

Clauses 6 and 7.—No remarks.

Clause 8.—The Madras Government consider that the shortest time of stay at each port should be not less than six hours. At Masulipatam Steamers have to anchor some four or five miles from the shore, and occasionally it takes nearly that time for a boat to reach the Steamer.

Clause 9.—From the marginal notes it seems unsettled whether the detention of the Steamer by the Chief Civil authority, for which provision is made in this Clause, is to be restricted to 24 hours or left to the judgment of the detaining officer. The Governor in Council considers that the latter course should be adopted, the detaining officer being held responsible for the necessity of such detention.

Clauses 10, 11, 12.—No remarks.

Clauses 13 and 14.—The Governor in Council would retain these Clauses, to which the Company apparently object, as they stand. It is of great importance that the Government of Madras shall be the authority to which the justification of the default must be proved. The service provided for in the draft contract is a Madras service. The ships do not go to Calcutta, and it is therefore only reasonable that the Madras Government should be authorized to determine whether or not the default has arisen from circumstances over which the Company had no control.

The penalty provided for in Clause 13 is, in the opinion of the Madras Government, not too high.

Clause 15.—No remarks.

Clause 16.—A penalty should be provided for non-observance of the terms of this Clause.

Clause 17.—No remarks.

Clause 18.—It should be added to this Clause that the provision therein made, for the Company furnishing a Steamer whenever the Government require one for the conveyance of troops, is not to interfere with the monthly communication.

Clause 19.—With reference to this Clause, I am directed to request the attention of the Government of India to the remarks made by His Excellency the Commander-in-Chief in the Quarter Master General's letter of the 17th ultimo, and by the Master Attendant, as to the necessity of more stringent provisions being introduced into the contract with the view of ensuring sufficient accommodation for troops sent by the contract Steamers; and in connexion with this subject I am to refer you to the papers transmitted with Mr. Arbuthnot's letter of the 26th January last, and especially to the representation made by the Officer Commanding the Pegu Division as to the necessity of proper sheltered accommodation being provided for European and Native sick. It should be stipulated that in the case of sick Soldiers not less than 14 square feet between decks should be provided for Europeans, and 12 square feet, also between decks, for Natives; that the accommodation for European troops, not being sick, should be invariably between decks; and that in the case of Native troops accommodation should be provided for $\frac{2}{3}$ds between decks during the monsoon, and for $\frac{1}{2}$ at other times. For European Warrant officers and Native officers and their families and servants, berths should be provided as a matter of right. The families of European officers going on duty should have priority over other passengers. The only way of ensuring this accommodation is, as suggested by His Excellency the Commander-in-Chief and the Master Attendant, to fix the number of each class of passengers for each vessel. Stringent penalties should be attached to any breach of these rules.

Clause 20.—No remarks.

4. No provision is made in the contract for medical aid, or medicines, water closets, baths, &c., which are requisite for the health and comfort of the Troops. These omissions should be supplied.

5. The charge for extra baggage is not specified. It is presumed that it will be charged as freight, and here it should be remarked that the allowance of baggage is very small. It should be fixed at not less than 80lbs. in the case of Natives and 100lbs. in the case of Europeans. Arms and Accoutrements should be excluded from the calculation in the case of European as in the case of Native Troops.

(Signed) J. D. SIM,
Secretary to Government.

Exd, J. Tulloch.

MILITARY DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following papers :—

From the Chief Secretary to Government.

Referring for Report a letter from the Officiating Under Secretary to Government of India, with copy of the Draft Contract for the maintenance of Steam communication between Madras and Rangoon. } Here enter 27th May 1864.

Referred to Departments concerned for early report.

4th June 1864.

Proceedings of the Madras Government, Marine Department.

Read the following telegram from the Under Secretary to the Government of India, Home Department, dated 16th June 1864.

"An early reply is requested to my letter No. 3214, dated 29th April."

ORDER THEREON, 18th June 1864, No. 112.

Communicated to the Military Department and to the Master Attendant in charge of the Office of the Superintendent of Marine, with reference to the docket from this Department of the 27th May last, respecting Steam communication between Madras and Rangoon.

(True Extract.)

(Signed) W. H. KERR,

Dy. Secy. to Govt.

Referred to the Quarter Master General, with a request that his reply to the reference under date 4th June 1864, may be despatched as soon as possible.

18th June 1864.

From the Officiating Principal Inspector General Medical Department, Fort Saint George, 8th June 1864, No. 171 ; to the Secretary to Government, Military Department.

Adverting to the Articles of Agreement of the British India Steam Navigation Company Limited, referred for report under date the 4th instant, I have the honor to state that I have no objections to offer to the terms of the draft Agreement.

From the Quarter Master General, Head Quarters, Ootacamund, 17th June 1864, No. $\frac{40}{5935}$; to the Secretary to Government, Military Department.

With reference to your Docket* referring for report the draft Contract for the maintenance of Steam communication between Madras and Rangoon, I have the honor, by desire of His Excellency the Commander-in-Chief, to offer the following remarks :—

* *4th June* 1864.

I. Paragraph 5 gives the Ports of call, but no provision is made for proceeding to Ganjam, Pooree, or other Ports North of Bimlipatam, if required, except under the terms in paragraph 18. Attention was called to this point, in the previous Memoranda† from this Department.

† *Order of Government, No.* 2036, *dated 24th June* 1863.

II. Paragraph 17 simply provides that, on a written requisition, the Master of the Vessel shall be required to "convey on Board such Vessel" the several classes of passengers, at the rates given in the Schedule. From reference to the Schedule and paragraph 19, it does appear that 'tween Deck accommodation is to be given, but looking to the fact that many of the Troops returning from Rangoon will be sick Soldiers, and that experience has shewn that Soldiers have

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1. *Officers.*
2. *Warrant Officers and Staff Serjeants of Departments drawing Table money.*
3. *Troops.*

III. In Messieurs Mackinnon Mackenzie's letter, dated 19th March 1863, and commented on by this Deparment, as noted in Order of Government as per margin,‡ they offered a reduction of 20 per cent. on Passage Money, for the families of all Officers proceeding in charge of Troops. The extension§ of this boon, it was suggested, should be made to the families of all Officers proceeding as Government passengers. In the draft Contract now received, no provision is made regarding this reduction to any one.

‡ *No.* 2036, *dated 24th June* 1862.

§ *Paragraph* 6 *of the Memorandum.*

IV. In the letter above referred to, 2 Rupees per diem was proposed as the rate of messing for Warrant Officers. The Schedule of the draft Contract lays down that this class is to be charged passage at half as much again as Europeans in 'tween decks. No definite provision is made for their messing, or for their accommodation or baggage. Warrant Officers and Departmental Staff Serjeants draw Table Money, and should be provided for in the Contract, as second class passengers.

V. Of the remarks from this Department, as published in Order of Government, No. 3873, 5th December 1863, the items here below noted appear to have received no consideration in the new draft Contract. Every part of that précis should be provided for in the Contract.

"The rate of charge for extra baggage should be stated.

"In line 5 at foot of Table "Europeans," the words "with Arms and Accoutrements" to be added.

"The proposed accommodation and messing arrangements for Warrant Officers not defined, nor amount of baggage.

"To prevent over-crowding, each Ship, running on the line, should be surveyed in Calcutta, and the extent of passenger (including Troops) accommodation, whether on deck or betwen decks, should be registered.

"The spaces on deck and between decks, where Troops will usually be accommodated, should be surveyed in Calcutta, and Plans shewing space and numbers, whether for Europeans or Natives, be furnished to Madras and others Ports, for guidance. A copy to be kept on Boardship, for reference by Officers Commanding Troops.

"When the area is only partly required by Government, the excess of space is available for private passengers, only to the extent that the Plan shews can be accommodated."

VI. In the Schedule given in the draft Contract, the charges are for Effective Troops, Native and European, giving 9 and 10½ feet respectively. No distinction is made for Invalids, who are allowed increased accommodation.

Order of Government, No. 3873, *dated 5th December* 1863.

From the Superintendent and Agent for Army Clothing, Madras, 24th June 1864, No. 16; to the Secretary to Government, Military Department, Fort Saint George,

With reference to the Order of Government dated 4th June 1864, I have the honor to enclose a few suggestions, which have occurred to me on perusal of the draft contract connected with the maintenance of Steam communication between Madras and Rangoon.

Paragraph 5.—NOTE.—It is very desirable, these Steamers should be in Madras, four clear days, exclusive of days of arrival and of departure, to admit of Consignments being taken charge of, Surveys, when necessary, held, Cargo orderly shipped hence, and Bills of Lading obtained.

Paragraph 8.—ADD TO—Provided always, that on occasions of detention, owing to damage of any Cargo, such detention may be extended, at discretion of Masters Attendant, to period necessary for holding Surveys on Board on such damaged Cargo, to determine extent of liability of Company—at which Surveys, Masters must be present, *when*, in the event of having experienced bad weather, &c, by which the damage occurred, proof thereof should be afforded by production to Masters Attendant of Logs of Steamers, and their decisions held to be final.

Paragraph 20.—*introduce* after "Schedule specified" at paragraph 20 (line twenty-six), subject to all necessary deductions on decisions of Masters Attendant on account of damaged Cargo. These decisions will be endorsed by Masters Attendant on Bills of Lading, copies thereof being furnished to the Superintendent of Marine and to Consigners, to determine values of such damaged Cargo.

From the Inspector General of Ordnance and Magazines, Fort Saint George, 28th June 1864, No. 57; to the Secretary to Government, Military Department.

I have the honor to acknowledge the receipt of your Memorandum, dated 23rd June 1864; regarding the Report on the draft Contract for the maintenance of Steam communication between Madras and Rangoon.

2. The only portion of the Contract which relates to the Ordnance Department is Clause 20.

3. "The due notice" marginally alluded to, of the intention to ship Gun Powder and Combustibles, should not be less than eight days, in order to enable the Agents of the Vessels to make the necessary arrangements.

4. I enter in the margin the average quantities of Gun Powder and Combustibles shipped from Madras to the several Ports of Masulipatam, Vizagapatam, and Rangoon; the shipment, at any one time, should not exceed ten (10) tons by measurement, of Gun Powder or Combustibles.

	Gun Powder.	*Combustibles.*
Masulipatam,	*Measurement tonnage* 56,	*Measurement tonnage* 30.
Vizagapatam,	,, ,, 40,	,, ,, 10.
Rangoon,	,, ,, 90,	,, ,, 20.

5. It is not stated by whom the Magazine required on Board, for the reception of the Gun Powder and Combustibles, should be put up. It is an open question, whether the cost of those temporary Magazines should be borne by the State or the Vessel;—in ordinary cases, at present, the Magazine is put up at the expense of Government, as the Vessel, once so freighted, may not again be employed for that particular purpose; with the Contract Steamers it is different, they will require Magazines to enable them to fulfil their Contract to carry Powder.

From the Deputy Commissary General, Madras, 29th June 1864, No. 119; to the Secretary to Government, Military Department, Fort Saint George.

I have the honor, in the absence of the Commissary General, to acknowledge the receipt of your Memorandum, 23rd June 1864, and docket dated 4th June 1864.

2. In compliance with your Memorandum calling for a Report on the Draft Contract for the maintenance of Steam communication between Madras, Rangoon, and intermediate Ports, I beg to state that on all the points affecting this Department, the Rules laid down appear to be clear and distinct.

With Report from the Controller of Military Accounts, 5th July 1864, D.

Telegram from the Quarter Master General, Ootacamund, 4th July 1864; to the Secretary to Government, Military Department, Madras.

If we can keep *Coromandel* permanently our own, we shall not want Contract Steamer. Letter going to you to-day, so please hold fast about concluding Contract with the Shipping Company.

Resolution from the Government of India, in the Home Department, No. 2731, dated 14th April 1864.

The Governor General in Council observes that, when the reduction of Marine Establishments, on this side of India, was taken into consideration, it was decided to leave the supply of a special Steamer, for the Madras Government, an open question.

2. Under date the 21st March last, the British India Steam Navigation Company tendered to provide a separate monthly communication between Madras, the Northern Ports, as far as Bimlipatam, and Rangoon. This to be in addition to the communication which this Company already maintains with the Western Coast and Calcutta, and with Rangoon through Calcutta. The Government of India suggested that this might obviate the necessity for a special Steamer for Madras.

3. On the 8th October last, a modified proposal from the British India Steam Navigation Company was forwarded to the Government of Madras, with a strong recommendation saying that "the President in Council is of opinion that this modified tender, the terms of which appear to be reasonable, should be adopted."

4. The Government of Madras, in a letter, No. 325, dated 17th December 1863, submits, with the remarks of the Governor in Council, the views on the subject of the several heads of Departments chiefly concerned. They are summed up as follows:—

"*The Master Attendant in charge of the Office of Superintendent of Marine* "considers the terms of the proposed Contract unduly unfavorable to the Government.

"*The Commissary General* is of opinion, that the proposed rates of passage "are too high, and that the omission of any provision for the victualling arrange-"ments being undertaken by the Company, detracts materially from the advantages "of the Contract. The Inspector General of Ordnance objects to the proposed time "of stay at the several Ports, as being too short; and the Quarter Master General is "opposed to the proposed guarantee that the Government shall forward, by the "Vessels of this Company, all its freight, passengers, &c.

"*The Accountant General* points out that the charges for the conveyance of "Treasure, for short distances, are unduly high."

5. The Government of Madras considers that if any Contract *at all* is to be made, it should be modified "on the several points noticed by the Officers above "referred to, as set forth in the Proceedings of the Military Department of the 5th "instant, and in the Marine Department of this date, subject to such modifications, the "Governor in Council would recommend, that the Contract should be entered into for

"a limited period, intimation being made to the Company that, unless more care is "taken in conforming to Regulations and in the delivery of Government Packages, "&c., than has been done by the Commanders of the Steamers now plying between "Calcutta and Bombay, it will not be renewed."

6. The objections thus taken to the proposal having been referred to the Managing Agents of the Company, they meet them all satisfactorily as follows, except those as regards expenses.

Commissary General.—Victualling.—"We should prefer that the Commis-"sariat victualled Government deck and 'tween deck passengers; but if required of "us, we would undertake it at six Annas per day for Native passengers, and one Ru-"pee for European deck, or at fixed rates, as may be agreed from Port to Port on the "basis of these rates.

"Horses, Cattle, and Sheep rates, can be arranged hereafter on terms fair "to both parties. Horse-boxes would have to be supplied by Government, when "needed.

"Cooking places, utensils and measures would only be supplied by us, if "we had the victualling to do."

Inspector General of Ordnance.—Stay at Ports.—"Not less than three hours "of daylight, nor more than that twenty-four in all, ought to be sufficient for all ordi-"nary purposes. For extraordinary occasions, different arrangements could be pro-"vided. It is proposed that the Steamer leave Madras on the same date each month, "and when no extra detention occurred on the voyage, she would be seven to eight "days at Madras, on her return, before commencing next voyage."

"Notice of intention to ship Gun-powder is asked, in order that proper "arrangements, for the safe conveyance of such dangerous cargo, should be made, when "any large quantity was to be shipped. The time stated, however, might be reduced—"due notice of it to be given prior to any other Cargo being shipped. Government "could arrange for a regular fixed quantity to be shipped every voyage, and a fitting "Magazine would, in that case, be provided."

Quarter Master General.—Guarantee of all freight, passengers, treasure, &c.

"We admit, however, the force of the difficulty started by the Quarter "Master General, and would accept the modification suggested in the Order, No. 3873, "of 5th December 1863, provided that when Government wants exceeded the "capabilities of the Steamer on the line, and a Vessel was to be chartered, we should "have the offer of the service for another of our Steamers at Contract rates."

"Alternative to the latter, we are willing to supply, for the extra wants, a "Steamer on the same terms, which the Supreme Government have, under our Mail "Contract, right to, *viz.*, 27-8 per ton per month, and Coals; time to count from the "date of the Steamer's departure from Calcutta, Bombay, or Madras, to take up the "service, until her return to one or other of these Ports. Space, 7½ feet for Native, "and 10½ feet for European, was thought ample by Captain Rennie, the late Secretary "to Government in the Marine Department, but a greater could be arranged, on the "basis of the rates for 7½ feet and 10½ feet."

7. The Governor General in Council having carefully considered all the points, considers it advisable to enter into a Contract with the British India Steam Navigation Company, on the terms offered by them, and as modified in the demi-Official Memorandum above quoted, rather than to maintain a Government Steamer at Madras, and is accordingly pleased to sanction the acceptance, by Government, of

the tender made by the Agents of the Company for maintaining, for a term of five years, and for a monthly subsidy of Rupees 6,000, with effect from the 1st May next, a Steam communication between Madras and Rangoon.

No. 3182.

OFFICE MEMORANDUM.

With reference to the Endorsement from the Financial Department, No. 1920, dated the 11th instant, the undersigned has the honor to state that the only Contract, of the nature referred to, which has been executed in this Department, is that for the maintenance of Steam communication between Calcutta and the Ports on the East Coast of the Bay of Bengal, by the Vessels of the British India Steam Navigation Company, a copy of this Contract was forwarded, by the late Marine Department, to the Financial and to the Military Finance Departments, respectively, on the 11th June 1863.

2. There are, however, now in the hands of the Government Solicitor, three other similar Contracts with the British India Steam Navigation Company, for maintaining Steam communications with the undermentioned Ports :—

1st. Calcutta and Akyab *viâ* Chittagong.

2nd. Calcutta and Bombay, and the intermediate Ports.

3rd. Madras and Rangoon, and the intermediate Ports. As soon as these Contracts are formally concluded, copies will be furnished as usual to all the Public Departments concerned.

The original communication from the Financial Department is herewith returned as requested.

FORT WILLIAM, HOME DEPT.,
29th April 1864.

(Signed) ARTHUR HOWELL,
Offg. Under Secy. to the Govt. of India.

MILITARY DEPARTMENT, THE 21ST OF JUNE 1864, No. 544.

Copy of the foregoing forwarded to the Secretary to Government, Fort Saint George, Military Department, for the information of His Excellency the Governor in Council.

(By order,)
(Signed) B. E. BACON, Major,
Offg. Dy. Secy. to the Govt. of India.

From the Secretary to the Government of Bombay, Marine Department, 21st June 1864, No. 453; to the Secretary to the Government of Madras.

I am directed to acquaint you, that the Steamer *Coromandel*, intended for the Transport Service of the Madras Government, has returned from the service on which she was employed, in laying the Telegraphic Cable in the Persian Gulf, and can be placed at the disposal of the Madras Government whenever desired.

Referred to the Master Attendant in charge of the Office of Superintendent of Marine, and to the Military Department.

FORT SAINT GEORGE,
1st July 1864.

(Signed) A. J. ARBUTHNOT,
Chief Secretary.

Referred to the Commander-in-Chief, (Quarter Master General's Department).
2nd July 1864.

From the Quarter Master General, Head Quarters, Ootacamund, 4th July 1864, No. $\frac{94}{6395}$; to the Secretary to Government, Military Department, Fort Saint George.

With reference to your Docket, dated 2nd instant, regarding the Steamer *Coromandel*, I have the honor, by desire of His Excellency the Commander-in-Chief, to state that, in addition to the details mentioned in Order of Government, No. 2113, dated 21st June 1864, requiring Transport to Northern Ports and Rangoon, there are now at Masulipatam waiting for sea Transport to Madras, the transfers from the 42nd Regiment, with their families, strength as per margin, and it is most desirable that the services of a Government Steamer be secured, not only to carry out this movement, but also to keep open occasional and direct communication with Burmah.

Men..................	406
Families..........	546

2. Transfers from the 42nd, will have to remain at Masulipatam until the marching season, unless a Government Steamer can now be provided.

3. If the *Coromandel* can be kept permanently by Government, which is most desirable on every account, the Contract Steamer will not be needed in addition. It will be remembered that this Vessel was built expressly for the Foreign Service traffic of this Presidency.

ORDER, No. 2386, *12th July* 1864.

Ordered that the foregoing replies from Departments to the reference on the Draft Contract, received from the Government of India, for the maintenance of Steam communication between Madras and Rangoon, be forwarded to the Marine Department, with the annexed précis of suggestions, extracted from the letters of the Quarter Master General, Inspector General of Ordnance, and Controller of Military Accounts, for consideration.

2. The Governor in Council concurs in the opinion expressed by the Controller, in paragraph 6 of his report, which will be communicated to the Superintendent of Army Clothing.

3. The Memorandum from the Government of India, Military Department, 21st June 1864, No. 544, forwarding a Resolution passed in the Home Department, sanctioning the acceptance of the tender, made by the Agents of the British India Steam Navigation Company, for maintaining, for a term of five years, a Steam communication between Madras and Rangoon, will be transmitted to Departments, for information and guidance.

4. It is hoped that the Contract which may be finally concluded with the Company will work satisfactorily; and adverting thereto, it will be intimated to the Marine Department, in reply to the Chief Secretary's reference, dated 1st July 1864, that the Steamer *Coromandel* is not required by this Department.

/ True Extract /

H Murchall Col
Secretary to Govt

To
The Marine Department

Precis of Remarks made by Departments on the Draft Contract for the maintenance of Steam communication between Madras and Rangoon.

Department.	Remarks.
Quarter Master General.	Paragraph 5 gives the Ports of call, but no provision is made for proceeding to Ganjam, Pooree, or other Ports North of Bimlipatam, if required, except under the terms in paragraph 18. Looking to the fact that many of the Troops returning from Rangoon will be sick Soldiers, and that experience has shewn that Soldiers have not met with consideration, as regards their accommodation, on Board the other Steamers running under Contract to Government, it appears imperative that stringent terms, as to the extent and description of accommodation for the three classes as per margin,* should be embodied in the terms of the Contract. *1. *Officers.* 2. *Warrant Officers and Staff Serjeants of Departments drawing Table Money.* 3. *Troops.* In Messrs. Mackinnon Mackenzie's letter, dated 19th March 1863, they offered a reduction of 20 per cent on passage money, for the families of all Officers proceeding in charge of Troops. The extension† of this boon, it was suggested should be made to the families of all Officers proceeding as Government Passengers. In the draft Contract now received, no mention is made regarding this reduction to any one. †*Paragraph* 6 *of the Memorandum.* In the letter above referred to, 2 Rupees per diem was proposed as the rate of messing for Warrant Officers. The Schedule of the draft Contract lays down that this class is to be charged passage at half as much again as Europeans in 'tween decks. No definite provision is made for their messing, or for their accommodation or baggage. Warrant Officers and Departmental Staff Serjeants draw Table Money, and should be provided for in the Contract, as Second Class passengers. Of the remarks from this Department, as contained in Order of Government, No. 3873, 5th December 1863, the items here below noted should be provided for. "The rate of charge for extra baggage should be stated. "In line 5 at foot of Table "Europeans," the words "with Arms and Accoutrements" to be added. "To prevent over-crowding, each Ship, running on the line, should be surveyed in Calcutta and the extent of passenger (including Troops) accommodation, whether on Deck or between Decks, should be registered. "The spaces on deck and between decks, where Troops will usually be accommodated, should be surveyed in Calcutta, and Plans shewing space and numbers, whether for Europeans or Natives, be furnished to Madras and other Ports for guidance. A copy to be kept on Board-ship, for reference by Officers Commanding Troops. "When the area is only partly required by Government, the excess of space is available for private passengers, only to the extent that the Plan shews can be accommodated." In the Schedule the charges are for Effective Troops, Native and European, giving 9 and 10½ feet respectively. No distinction is made for Invalids, who are allowed increased accommodation, *viz.*, 12 square feet for Natives, and 14 for Europeans.
Inspector General of Ordnance.	The shipment of Gun Powder or Combustibles, at any one time, should not exceed ten (10) tons by measurement. It is not stated by whom the Magazine required on Board, for the reception of the Gun Powder and Combustibles, should be put up. It is an open question whether the cost of those temporary Magazines should be borne by the State or the Vessel ;—in ordinary cases, at present, the Magazine is put up at the expense of Government, as the Vessel once so freighted may not again be employed for that particular purpose ; with the Contract Steamers it is different, they will require Magazines to enable them to fulfil their Contract to carry Powder.
Controller of Military Accounts.	It should be clearly provided that the Magazines required for the conveyance of Ammunition should be constructed at the expense of the Company.

(True Extract.)

Secretary to Government.

To the Marine Department. With 10 spare Copies
Exd. R. Stephenson.

ing Government passengers

Marine 1864 Departt

S.L. No 152

Proceedings of Govt. in the Mily Departt No 2386

Dd 12th
Ry 14th } July

No 157

No 211

Communicating the reply received to the reference on the Draft Contract for the main:tenance of Steam Com:munication between Madras and Rangoon &c. and intimating, in reply to a reference made by the Chief Secretary, that the Str "Coromandel" is not required by that Deptt

146–148

50–52

C 23 July

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Madras,
Marine Supdtt's Office
21st June 1864.

No 1615

From
H. D. E. Dalrymple Esqre.
Master Attendant in charge
of the Marine Supdtt's Office

To
The Honorable A. J. Arbuthnot
Chief Secretary to Government
Marine Department
Fort St. George

Sir,

I have the honor to acknowledge receipt of your Official Memo: under date 17th Instant, forwarding copy of Contract as per margin,+ and to offer my opinions thereon.

+ No 324

Between the British Indian Steam Navigation Company &c. &c. &c. and the Secretary of State for India in Council &c.

2 In the first place, I object to the principle of paying the whole of Contract Steamers expenses (excepting the item of fuel) by a subsidy of Rupees 6,000 per Month, — as I consider that the privelege of sending Government passengers at exorbitant rates

limited quantity of baggage allowed for Officers and men in this Contract will prove a grievous hardship to our Troops changing their stations and on going or returning to and from Foreign Service, and the freight bills for Mess stores & Band equipage &ca which must be paid by those who can ill afford it will be ruinous.-

8 In our Government Transports all Regimental Stores and baggage of every description went free and the Troops were enabled to land with comfort at the Port of destination.-

9 This boon which has been hitherto a privilege highly prized by our faithful Native Army - always ready for Service beyond sea, is now according to this draft Contract to be swept away, and I earnestly request that this particular phase of the question of transport of Troops by Contract Steamers may be re-considered.

10 I respectfully refer His Excellency in Council to my letter under date 23d Novr 1863 No 2886 which will show the great saving to Government if these services were performed by a Government Steamer - that Steamer in contra distinction to one under contract being entirely and exclusively at the disposal of Government for passengers troops and cargo, and also being available for other Services in cases of emergency.-

11 In conclusion - with reference to part of Para 20 of this Draft Contract, it appears, as I read it, that besides the monthly subsidy of Rupees 6000 all expenses incurred in this Presidency are to be paid in Calcutta on the 15th of each month, and I cannot but doubt the practicability and policy of such an arrangement.-

I have the honor to be,
Sir,
Your most obdt Servt

H. D. E. Dalrymple

Master Attendant in charge
of the Marine Supdts Office

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Master Attendant in charge
of the Marine Supdts. Office

C 23 July

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146–148

Marine 1864 Departt

L.L. No 152

Proceedings of Govt in
the Mily Departt
No 2386

Dd 12th
Rd 14th } July

~~No 187~~

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21st June 1864.

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rates

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rates over and above this subsidy, - merely in preference and not to the exclusion of other private passengers who go at the same rates, - is a most inadequate return for this monthly outlay of Public money.

3 Secondly, I object to the freight charges between the intermediate Ports as exorbitant, and recommend that the rates should be reduced to Rupees 10 per ton.-

4 Thirdly, I propose that Section 19 of the proposed contract be modified, and that it must be clearly specified that European Warrant and Native Officers and their families shall always be provided with screened berths between decks as a right, and not as a matter of favor.

5.- I beg respectfully to point out that there is no clause in this draft Act restricting the number of private passengers over and above the number of Government Passengers nor a restriction in the quantity of private goods baggage or freight of any description over and above the Government cargo to be sent under the provisions of the contract.-

6 I am able to state from my personal observation and also from the reports of my Assistants what is the normal state of these B.I.S.N. Company's steamers on their arrival and departure to and from the Madras Roadstead.- Their decks are covered with baggage and cargo leaving no room for the 2nd Class Government or private deck passengers to move about or to allow the decks to be washed or cleaned; - and I consider it imperative that a clause should be introduced in this Act prohibiting any description of freight excepting as specified on the Margin from being carried on the upper deck of any contract Steamer

Palankeens
Doolies, horses
Bullocks, dogs,
sheep or goats

7 I beg also to observe that the

limited quantity of baggage allowed for Officers and men in this Contract will prove a grievous hardship to our Troops changing their stations and on going or returning to and from Foreign Service and the freight bills for Mess stores & Band equipage &c. which must be paid by those who can ill afford it will be ruinous.-

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I have the honor to be,
Sir,
Your most obedt. Servt.

H. D. E. Dalrymple

Master Attendant in charge
of the Marine Supdt's. Office

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H. D. E. Dalrymple

Master Attendant in charge
of the Marine Supdts. Office

Pp 2nd May 64 Nos 1-2-
Pro 17 Decr 63 28-33
Former No 127 R.

Marine 1864 Dept

From
The Master Attendant in charge
of the Marine Supts Office

To
The Hon'ble the Chief Secretary
to Government Marine Dept
Fort Saint George

L. P. No 158

Dated 21st June 1864
Recd 22d "

No 171

No 1615
Reports on the Draft Contract
for the maintenance of
steam communication
between Madras and
Rangoon.

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1 – 11

This Indenture made the day of 1864, Between The British India Steam Navigation Company Limited being a joint Stock Company with Limited liability registered under the provisions of the Act of Parliament made and passed in the 19 & 20 years of the reign of Queen Victoria, entitled an Act for the incorporation and regulation of joint Stock Companies and other Associations of the one part and The Secretary of State for India in Council of the other part Witnesseth that the said British India Steam Navigation Company Limited (hereinafter called the said Company) do for themselves and their successors Covenant and agree with the said Secretary of State for India in Council his successors and assigns in manner following, that is to say.—

1st That they the said Company shall and will at all times during the continuance of this contract or so long as the service hereby agreed to be performed or any part thereof ought to be performed in pursuance thereof provide, maintain, keep seaworthy and in complete repair and readiness for the purpose of conveying all the Mails of Her Majesty's Government, Passengers and Goods and Specie as hereinafter provided a good and efficient Screw Steam vessel for the line of communication hereinafter mentioned and that such vessel shall be of not less than 600 Tons burthen and shall be supplied with first rate Steam Engines of not less than 120 Horse power.—

2. That the said vessel shall at all times be supplied and furnished with all necessary and proper Machinery Engines apparel, furnitures, stores, Tackle, boats, fuel, oil, tallow provisions, anchors, Cables, fire pumps and other proper means for extinguishing fire, &c. Charts, Chronometers, proper nautical instruments and whatsoever else may be requisite and necessary for equipping the said vessel and rendering it constantly efficient for the service hereby contracted to be performed and also manned and provided with competent and a sufficient number of Officers with appropriate Certificates granted pursuant to the Act or Acts in force at the date of this contract or for the time being relative to the granting certificates to Officers in the Merchant Service and with a sufficient number of efficient Engineers and a sufficient crew of able Seamen and other men to be

in

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in all respects as to Vessels, Engines, equipments Engineers, officers and crew subject in the first instance and from time to time and at all times afterwards to the approval of the said Secretary of State or such Officer or Officers or person or persons as the said Secretary of State or the Governor in Council of Madras for the time being shall authorize to act in the premises on behalf of the said Secretary of State.—

3. That the said Company shall at all times during the continuance of this Contract have in constant readiness for the due execution of the said service hereby contracted to be performed a vessel equal in tonnage and efficiency to that hereinbefore stipulated to be provided and shall in every —— case of such vessel becoming disabled immediately at their own cost and charge replace the same by a good and efficient vessel of equal Tonnage and power.—

4. That the said Company shall and will establish and maintain a line of communication by Steam between the several ports and places hereinafter mentioned and shall carry

and convey by such vessels so approved and equipped as aforesaid on the said line all the Government mails and dispatches, packets, passengers, Goods stores and specie from any port to any other port that may be required in that behalf from to and between the said several ports and places in manner and on the terms hereinafter expressed that is to say -

5. The line shall be a monthly line of communication by Steam vessels proceeding from Madras to Masulipatam and thence to Coconada, Vizagapatam, Bimlipatam, and Rangoon & returning to Madras after touching on the return voyage at the same ports and the service of the said line shall be performed by the said Company by a Steam Vessel of the Tonnage and Horse power aforesaid which shall leave Madras on the 3rd day of each and every month beginning with the Month of   next and shall leave Rangoon on the return Voyage not later than three days after arriving at Rangoon and shall arrive at Madras at least 8 days before the 3rd day of the following Month, being the day on which the said vessel ought to leave Madras on her next following voyage under this Contract -

14th?

4th [illegible]

[illegible] would [illegible] as un-
[illegible] - [illegible]
[illegible] 8 days
[illegible] observed [illegible]
[illegible] accident to
[illegible] Steamer would
[illegible] in [illegible]
[illegible] days before [illegible]
[illegible] of departure -

6. That during the continuance of this contract, the said Steam Vessel shall on every voyage duly and safely carry all Mails of the Government (including all dispatches bags of letters and packets) which by the Government of Madras or the Post Master General or Post Master of Madras or the commissioner of of Burmah or the persons exercising their functions respectively or the Chief Civil Officer or Post Master of any of the Ports or Places herein mentioned shall be required to be conveyed on such voyage between any of the ports and places aforesaid and shall also in like manner carry and convey all such passengers, Goods, Cattle, animals, stores and Specie as may be required by any of the said authorities to be carried and conveyed on behalf of Government between any of the said Ports and Places.

7th

Suggests that cl. [illegible]
be altered &c as [illegible]

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14th?

4th June

visited as in-
pany – Did
aware 8 days
observed that
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a Steamer would
e back in Madras
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of the

7th That the said Company shall perform the voyage between the said Ports and Places hereinafter mentioned at an average speed of not less than 7 Knots or Statute miles an hour exclusive of the time allowed for stopping at the various Ports and Places as hereinafter provided.—

8th That (except as hereinafter provided) the said vessel shall remain at Rangoon 72 hours after arrival on every voyage and at each of the said littoral intermediate ports and places hereinbefore mentioned on the outward and return voyage not less than 3 hours of daylight and not more than 24 hours.—

9th That should it be deemed by Govt. of Madras or by chief Commissioner of Burmah or the Commissioner of Pegu at Rangoon or by the Chief Civil Executive Officer at any of the said ports or places respectively, requisite for the Public Service, that any vessel employed under this Contract should delay her departure from Madras or from any of the Ports or places aforesaid as the case may be beyond the

periods

Only the Agent of the B. I. S. N. Co

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periods mentioned, the said Government or the said Commissioner or chief civil executive Officer shall have power and be at liberty to order such detention by letter addressed by any of the Secretaries to the Government of India of Madras or to the said Chief Commissioner or by the said Commissioner or chief Civil Executive Officer as aforesaid for the time being to the Master of any such Vessel or person acting as such.—

The time need not I
apprehend be limited -
[illegible] detaining the
vessel would only be
justified in so doing for
the time required by
the Public Service -
J. G.

Yes but if M M Co
[illegible] to the time
may be limited to
[illegible] hours - [illegible]

Better it should be
limited to 24 hours

10. That the said Company shall not nor shall any Master of any vessel employed under this contract receive or permit to be received on board such vessel any letters for conveyance other than those required to be conveyed under

or

Suggests that [illegible]
be altered so as to [illegible]

or by virtue of this contract &
and in case of any and every
breach of this clause the said
Company shall forfeit and
pay to the said Secretary of State
in Council his successors and
assigns the sum of Ten Rupees
for every letter &c in property
received on board any such vessel which
may be from time to time retained
out of any moneys payable
to the said Company under the
Contract.

11. That the said Mails shall
be duly and safely and with
all possible despatch delivered and
received at each of the places to
which the said Vessel is to proceed
in the performance of this Contract
and that the said Mails shall in

Every

[illegible]

[illegible] Free

[illegible]

Every case be conveyed to and from
shore in a suitable and seaworthy
Boat of not less than four oars to be
furnished with effectual covering
for Mail bags and property &
provided manned and equipped
by the said Company.

12. That if the said Company
shall at any time fail to provide a
seaworthy and effectual vessel in
accordance with the terms of this contract
ready to put to sea from any one of the
ports or places hereinbefore mentioned on and
at the duly appointed time then and in
each case and as often as the same shall
happen the said Company shall forfeit
and pay unto the said Secy: of State
in Council his successors and assigns
as and by way of liquidated &c
damages the sum of Rs 1000

for

suggests that

or by virtue of this contract and in case of any and every breach of this clause the said Company shall forfeit and pay to the said Secretary of State in Council his successors and assigns the sum of Ten Rupees for every letter so improperly received on board any such vessel which may be from time to time retained out of any moneys payable to the said Company under the Contract.

the [illegible] this Agree[illegible] [illegible] to be [illegible] free [illegible]

11. That the said Mails shall be duly and safely and with all possible despatch delivered and received at each of the places to which the said Vessel is to proceed in the performance of this contract and that the said Mails shall in every case be conveyed to and from shore in a suitable and seaworthy Boat of not less than four oars to be furnished with effectual covering for Mail bags and property provided manned and equipped by the said Company.

12. That if the said Company shall at any time fail to provide a seaworthy and effectual vessel in accordance with the terms of this Contract ready to put to sea from any one of the ports or places hereinbefore mentioned on and at the duly appointed time then and in each case and as often as the same shall happen the said Company shall forfeit and pay unto the said Secy. of State in Council his successors and assigns as and by way of liquidated damages the sum of Rs 1000 for

Subject to the

for each and every successive 24 hours up to the 14th day inclusive which shall elapse from and after the duly appointed hour until such vessel shall actually proceed to sea on her voyage in the due performance of this contract and in calculating such delay any fraction of a day shall reckon as a complete 24 hours.

Always excepting delay over which the Company may have had no control such as the unexpected breaking down of a Steamer or other Cause —
Ag. as to this Clause.

Exceptions

13. That in case any vessel employed or to be employed in the performance of this Contract shall put back or return into Port after starting from any of the said ports or places or shall not arrive at the several ports or places at the times at which the same vessel ought so to arrive then and in each and every of such cases and as often as the same shall happen the said company shall forfeit and pay unto the said Secretary of State in Council his successors and assigns as and by way liquidated damages the sum of Rs 1,000 for every 24 hours and fraction of 24 hours in

There are no data as to length of passage. The period of arrival, or the length of the whole & intermediate parts of the voyage to and fro should be specified —
J. G.

As there is no occasion the Company guarantee to start from Madras at the fixed times & that is sufficient. There is no stipulation such that proposed above in any of our Contracts.
[illegible]

(in case the period of delay shall not amount to be a complete multiple of 24 hours) during which the said Vessel shall put back to and remain in port or shall fail to arrive at the next port of destination but nevertheless so that the said Company shall not in any case be liable to any penalties under this clause if the default be proved to the satisfaction of the Government of [Madras] which shall be notified in writing to the said Company by one of the Secretaries to the Government of Madras to have arisen from circumstances over which the said Company and their servants had not and could not have had any control.

[illegible] propose to [illegible] the Govt of [illegible] because we [illegible] be able to [illegible] [illegible] agent.

14 That in case any such Vessel shall fail to remain at either of the ports or places hereinbefore specified for the spaces of time hereinbefore in that behalf provided the said Company shall forfeit and pay unto the said Secretary of State in Council his successors or assigns as and by way liquidated damages the sum of Rs 500 for every hour and fraction of an hour which such Vessel shall so fail to remain less than the specified time

The penalty is excessive 1000/ Rs per day

15 That the said Secretary of State in Council and the said Government of Madras also

suggests that [illegible]
be altered so as to [illegible]

also shall have full power whenever and as often as the said Secretary of State or such Government may deem it requisite to survey by any of their Officers or servants all and every the vessels employed and to be employed in the performance of this contract and the hulls thereof and the Engines Machinery furniture tackle apparel stores equipments officers Engineer and Crew thereof the said vessel to be opened in their hulls whenever the said Officers or servants of Government authorized to survey as aforesaid may require and if any such Vessel or any part thereof or any engine Machinery furniture tackle apparel boat store or equipment thereof shall on any such survey be declared by any of such Officers or servants unseaworthy or not adapted to the several services hereby contracted to be performed such Vessel shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again for the purposes of this contract until such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Secretary of State or the said Government of Madras and if such Vessel shall be employed

for

for the purposes of this contract before such defect or deficiency shall have been repaired or supplied to the satisfaction of the Secretary of State or the said Government of Madras the said Company shall forfeit and pay to the said Secretary of state in Council his successors and assigns the sum of Rs 5000

16 That the said Company & all their commanding and other officers servants and all their Agents at the several ports and places aforesaid shall at all times during the continuance of this contract in all matters relating to the Execution and performance thereof punctually attend to and obey the orders and directions of the said Government of Madras and as respects the said places other than Madras shall attend to and obey the orders of the Commissioner or other chief Executive Civil Officers or the Officer in charge of the Post office at the said ports or places as to the landing delivering and receiving of the said Mails -

17. That the said Company shall and will when and so often as they or the Master of their said Vessel shall by notice in writing be required so to do by the Government of Madras or by any Civil

or

also shall have full power whenever and as often as the said Secretary of State or such Government may deem it requisite to survey by any of their officers or servants all and every the vessels employed and to be employed in the performance of this contract and the hulls thereof and the Engines Machinery furniture tackle apparel stores equipments officers engineers and Crew thereof the said vessel to be opened in their hulls| whenever the said officers or servants of Government authorized to survey as aforesaid may require and if any such Vessel or any part thereof or any engine Machinery furniture tackle apparel boat store or equipment thereof shall on any such survey be declared by any of such Officers or servants unseaworthy or not adapted to the several services hereby contracted to be performed such Vessel shall be deemed inefficient for any service hereby contracted to be performed and shall not be employed again for the purposes of this contract until such defect or deficiency shall have been repaired or supplied to the satisfaction of the said Secretary of State or the said Government of Madras and if such Vessel shall be employed

for

for the purposes of this contract before such defect or deficiency shall have been repaired or supplied to the satisfaction of the Secretary of State or the said Government of Madras the said Company shall forfeit and pay to the said Secretary of state in Council his successors and assigns the sum of Rs 5000

16 That the said Company & all their commanding and other Officers servants and all their Agents at the several ports and places aforesaid shall at all times during the continuance of this contract in all Matters relating to the Execution and performance thereof punctually attend to and obey the orders and directions of the said Government of Madras and as respects the said places other than Madras shall attend to and obey the orders of the Commissioner or other Chief Executive Civil Officers or the Officer in charge of the Post office at the said ports or places as to the landing delivering and receiving of the said Mails -

17. That the said Company shall and will when and so often as they or the Master of their said Vessel shall by notice in writing be required so to do by the Government of Madras or by any Civil

or Military or Naval servants or agents acting under their authority receive provide for Victual if so required and convey on board such Vessel to and from and between any of the places to which such Vessel is about to proceed and at the several rates of passage money specified in the Schedule hereunder written according to the several classes of passengers therein provided for such persons as shall be certified as proceeding on public duty such passage money to be paid in addition to the diet money hereafter Covenanting to be paid in case the said Company shall be required to Victual such passengers and shall also in like manner convey such public stores Cattle and Animals Goods ammunition and specie as they may be required by the said authorities or any of them charging for freight in respect thereof at the rate specified in that behalf in the said Schedule and such passengers in public service and such public stores Goods and specie shall be so conveyed at all times in preference to private passengers or Ordinary freight and the said Company shall and will provide for such Deck passengers as may from time to time be conveyed by the said

said

Sufficient notice to be given when Ammunition is to be shipped that a Magazine may be ready for its safety
J.J.

said steam Vessel double Canvas awnings or other suitab shelter to protect them from sun and rain

Is this to be included _ vide Burmah and Singapore Contracts
R.F.S.
Special instructions re this to be taken [illegible]
J.J.

18 That if at any time during the continuance of this Contract the said Secretary of State or the Government of Madras shall require any steam Vessel of the said Company employed under the Contract for the purpose of conveyance of Troops or for other purposes and shall cause notice of such requirement to be given to the said Company by writing under the hand of any of the said Secretaries to the Government of India or of Madras then the said Company shall and will as often as occasion shall require during the term of this Contract permit the said Vessel to be taken up used and employed exclusively by the said Government fo any period of time during this Contract on the term following that is to say that all the Coal whic shall be consumed shall be supplied by the said Govt. and the said Secretary of State in Council shall moreover pay to the said Company by way of hire for the use of the Vessel so employed by th said Government at the rate of Rs 27-8- per accordingly to the gross registered tonnage of the said Vessel for every month during whi the same shall be so employed

That the said Company when and so often as they or the Master of their said Vessel shall be required so to do by the Government of India or of Madras or by the Commissariate or Chief or Military Executive officer at any of the said ports or places will well and sufficiently provide all or any deck or between deck passengers travelling under this Contract with good and wholesome Victuals provisions at the rate per diem of one Rupee each for Europeans and of Six annas each for Native passengers or at such fixed rate of charge and according to such scale as may from time to time be hereafter agreed on between the said parties to these presents and will in such case provide all usual and requisite Cooking and table utensils and further that proper and suitable arrangements

Dieting [illegible] of [illegible] to include liquors which form a part of the dieting scale for Troops [illegible]

shall

shall be made by the said Company on board the said Vessel for the separate mess of the Warrant and Non-Commissioned Officers who may be passengers in the said Vessel, and that in the case of the conveyance of Native Troops there shall be set apart and screened off on board the Vessel such suitable and sufficient space for the women belonging to the said Troops as may be directed by the Commanding Officer in charge of the said Troops on board

20 That all notices and directions which the said Secretary of State in Council or the Secretaries to the Government of India or of Madras, or the Officers or other persons of the said Government of India or other person or persons in that behalf authorized are by these presents authorized and empowered to give to the said Company their Officers Servants or agents may as respects places other than Madras at the option of the said Authorities be delivered to the Master or any other Officer and Agent in charge of any Vessel for the time being employed under this Contract or may be left for the said Company at their last known Office or place of business in India and that as respects Madras

all

That the said Company when and so often as they or the Master of their said Vessel shall be required so to do by the Government of India or of Madras or by the Commissariat or Chief or Military Executive Officer at any of the said ports or places will well and sufficiently provide all or any deck or between deck passengers travelling under this Contract with good and wholesome Victuals provisions at the rate per diem of one Rupee each for Europeans and of Six annas each for Native passengers or at such fixed rate of charge and according to such scale as may from time to time be hereafter agreed on between the said parties to these presents and will in such case provide all usual and requisite Cooking and table utensils and further that proper and suitable arrangements shall be made by the said Company on board the said Vessel for the separate mess of the Warrant and Non-Commissioned Officers who may be passengers in the said Vessel, and that in the case of the conveyance of Native Troops there shall be set apart and screened off on board the Vessel a suitable and sufficient space for the women belonging to the said Troops as may be directed by the Commanding Officer in charge of the said Troops on board.

Dietary [illegible] of Rs. 1 [illegible] inclusive of liquors which form a part of the dietary scale for Troops

20 That all notices and directions which the said Secretary of State in Council or the Secretaries to the Government of India or of Madras, or the Officers or [illegible] of the said Government of India or other person or persons in that behalf authorized are by these presents authorized and empowered to give to the said Company their Officers Servants or agents may as respects places other than Madras at the option of the said Authorities be delivered to the Master or any other Officer and Agent in charge of any Vessel for the time being employed under this Contract or may be left for the said Company at their last known Office or place of business in India and that as respects Madras all

often as th
shall be re
India or of
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Such notices shall be so left for the said Company at their last known Office or place of business in Madras and this Indenture further witnesseth that in consideration of the premises and of the due and faithful performance by the said Company of the service hereby contracted to be performed by them the said Secretary of State in Council for himself, his successors and assigns doth hereby covenant that there shall be paid to the said Company their successors and assigns as long as they perform the said Service in the manner and with such Vessel as is herein provided the monthly sum of Rupees ( ) such monthly sum to be payable for each month or other period or fraction thereof on the 15th day of each succeeding month on production of Certificates from the Post Master or Deputy Post Master of the several ports and places aforesaid signifying the due carriage and delivery of the said mails according to this Contract during the preceding month or other period and there shall also be paid to the said Company monthly on the 15th day of each month and after production and examination of proper Bills Vouchers

and

All the [illegible] of [illegible]

One Certificate [illegible] to [illegible] each [illegible]

11

and Receipts for the same, the amount of the passage money, diet money and freight of all such passengers Native Doctors and Warrant Officers troops, goods, cattle stores ammunition and specie as shall for any previous month have been carried and conveyed by the said Company on behalf of Government by Virtue of or under the provisions of these presents at and after the rates hereinafter and in the said Schedule specified. That during the continuance of this Contract the said Secretary of State his successors or Assigns will to the extent of the [illegible] and stowage in the Vessel for the time being employed under this Contract and unless the interest of the public Service shall otherwise require send transport transmit and carry all troops, Government stores goods, horses, cattle ammunition, and specie which may be required by the Government to be sent transported transmitted and carried from to or between any of the ports or places hereinbefore mentioned and the said Company shall carry such troops Government stores, goods, horses, cattle

ammu-

Suggests that Cl. 17
be altered so as to pr

Such Notices shall be so left for the said Company at their last known Office or place of business in Madras and this Indenture further witnesseth that in consideration of the premises and of the due and faithful performance by the said Company of the service hereby contracted to be performed by them the said Secretary of State in Council for himself, his successors and assigns doth hereby covenant that there shall be paid to the said Company their successors and assigns as long as they perform the said Service in the manner and with such Vessel as is herein provided the monthly sum of Rupees [illegible] such monthly sum to be payable for each month or other period or fraction thereof on the 15th day of each succeeding month on production of Certificates from the Post Master or Deputy Post Master of the several ports and places aforesaid signifying the due carriage and delivery of the said Mails according to this Contract during the preceding month or other period and there shall also be paid to the said Company monthly on the 15th day of each month and after production and examination of proper Bills Vouchers

and

At the [illegible] of Fast Mail

One Certificate [illegible] to serve as one for each end -

and Receipts for the same, the amount of the passage money, diet money and freight of all such passengers Native Doctors and Warrant Officers troops, goods, Cattle stores ammunition and specie as shall for any previous month have been carried and conveyed by the said Company on behalf of Government by virtue of or under the provisions of these presents at and after the rates hereinafter and in the said Schedule specified. That during the Continuance of this Contract the said Secretary of State his successors or Assigns will to the extent of the accommodation and stowage in the Vessel for the time being employed under this Contract and unless the interest of the public Service shall otherwise require send transport transmit and carry all troops, Government stores goods, horses, cattle ammunition, and specie which may be required by the Government to be sent transported or transmitted and carried from to or between any of the ports or places hereinbefore mentioned and the said Company shall carry such troops Government stores, goods, horses, cattle

ammu

Suggests that [illegible]
be altered, &c as to b

munition and Specie in preference and priority to other passengers, merchandize or goods, and at the rates freight and prices mentioned and set forth in the said Schedule hereto. Provided also that (unless special arrangement shall have been made for the carriage of regular quantities of Gunpowder on each voyage) in case the Government shall intend sending by any one Vessel at one time more than lbs of Gunpowder, eight days previous notice in writing to that effect shall be given to the said Company to enable them to make such preparation on Board any such vessel as may be desirable for the safe carriage thereof. Provided also that the said Secretary of State in Council shall not be obliged to send or transport under this Contract by means of the said Company's Vessels any such Passengers or Cargo as hereinbefore provided to any intermediate port or place between the places hereinbefore mentioned as ports of Call unless the said Company will carry such passengers and cargo at rates proportioned according to the distance of the said intermediate ports or

places

Due notice be given -
Qy Contract

200 lbs
Qy Contract

Is this clearly understood? is there any objection to employ the Company for intermediate ports not specified in case the Company should agree to take a remuneration proportioned to the distance -

Yes

---

places to the rates herein provided for passengers and cargo between ports of call And provided further that the said Secretary of State shall not be compelled to await the arrival of a Steamer under this Contract if it is desirable that such (passengers or cargo) shall be at once dispatched.

for passengers their baggage or ammunition of war -

dele Cargo -
I think Mr. Gray agreed to this -
Jn. H.

And it is hereby agreed and declared that this Contract shall commence and be computed as in force from the day of 1864 and shall continue (unless determined by the Secretary of State in Council in pursuance of the power hereinafter contained) for the term of 5 years to be computed from the said 1st day of January and from year to year after the expiration of the said term of 5 years (unless determined as aforesaid) until the expiration of 12 Calendar months notice in writing from one of the said parties hereto to the other of them of his or their intention to determine the said Contract And it is hereby further agreed and provided that without the consent of the said Secretary of State in Council signified in writing under the hand of one of the Secretaries for the time being to the Government of India this

being?
for dispatch of Gunpowder

Contract

t shall not nor shall any at thereof be assigned underlet or disposed of and that in case of the same or any part thereof being assigned or underlet or otherwise disposed of without such consent signified as aforesaid or in case of any breach of this Contract on the part of the said Company their Officers Agents or Servants in any respect, and whether there shall be or not be any penalty or sum of money hereby made payable by the said Company for any such breach and notwithstanding the pendancy of any proceedings for the recovery of any damages or penalty for any such breach or in case of the said Company being wound up under the provisions of any Statute or Act relating to Joint Stock Companies it shall be lawful for the Secretary of State for India in Council (if he shall think fit and notwithstanding there may or may not have been any former breach of this Contract) by writing under the hand of one of the Secretaries for the time being to the Government of India to determine this Contract without any previous notice to the said Company or their Agents and the said Company

shall

shall not be entitled to any compensation in consequence of such determination but notwithstanding that this Contract may have been so determined the said Company shall continue liable for any liability which they may have incurred previous to any such determination. Provided always that if when the term of this Contract terminates by effluxion of time or otherwise any vessel should have started or should start with Mails in conformity with this Contract such voyage shall be continued and performed and completed to the terminus thereof respectively and the Mails shall be delivered & received during the same as if this Contract remained in force but the said Company shall not be entitled to any payment or compensation for the same And lastly the said Company do hereby bind themselves and their successors unto the Secretary of State for India in Council and his successors in the sum of Rupees 50,000) as and by way of liquidated damages to be paid to the said Secretaries of State in Council his successors or assigns by the said Company upon and in case of the determination of this Contract by Notice as aforesaid in consequence of a breach of Contract or the winding up of the said Company as aforesaid against whose Estate the said sum of Rupees 50,000) shall and may be proved as a debt. In Witness whereof the said British India Steam Navigation Company Limited have hereunto affixed their Corporate Seal And the Right Honorable Sir John Laird Mair Lawrence Baronet Knight Grand Cross of the most honorable order of the Bath and Knight of the most Exalted Order of the Star of India the Viceroy and Governor General of India in Council for and on behalf of the said Secretary of State in Council has hereunto set his hand and seal the day and year first above written.

The Schedule above referred to Rates of Freight and Passage.

	Miles	Cabin Passage	Deck Natives 9 ft.	Deck Europeans 10½ ft.	Tween Decks Natives 9 ft.	Tween Decks Europeans 10½ ft.	Freight Goods	Freight Treasure
		Rupees	Rupees	Rupees	Rupees	Rupees	Rupees	
Madras to Masulipatam	186	50	5/4	7/4	7/8	10/8	20/	1/4 0/0
Cocanada	280	60	7/12	10/12	11/4	15/12	20/	1/4 0/0
Vizagapatam	331	70	9/4	12/12	13/4	18/8	20/	1/4 0/0
Bimlipatam	346	75	9/8	13/8	14/	19/8	20/	1/4 0/0
Rangoon	1000	130	27/8	38/8	40/	56/	30/	1/2 0/0
Masulipatam to Cocanada	100	35	2/12	4/	4/	5/12	20/	1/4 0/0
Vizagapatam	156	50	4/8	6/4	6/4	8/12	20/	1/4 0/0
Bimlipatam	171	55	4/12	6/12	7/	9/12	20/	1/4 0/0
Rangoon	932	120	25/12	36/	37/4	52/4	30/	1/2 0/0
Cocanada to Vizagapatam	73	30	2/	3/	3/	4/4	20/	1/4 0/0
Bimlipatam	90	35	2/8	3/8	3/12	5/	20/	1/4 0/0
Rangoon	875	110	24/4	33/12	35/	40/	30/	1/2 0/0
Vizagapatam to Bimlipatam	15	10	1/	1/8	2/	2/8	20/	1/4 0/0
Rangoon	830	105	23/	32/	33/4	46/8	30/	1/2 0/0
Bimlipatam to Rangoon	797	100	22/	30/12	32/	44/12	30/	3/8 0/0

Children above three and under ten half fare [illegible]

14

23

Baggage 3 Cwt. allowed to Cabin Passenger. Natives allowed their arms, accoutrements and space for 56 lbs weight of baggage not exceeding 5 Cubic Feet.

Europeans allowed 84 lb not exceeding 7½ Cubic Feet.

Freight of ammunition to be double the rates for safe goods.

Warrant Officers to be charged passage at half as much again as Europeans in Tween Decks.

Rates per Horses, Bullocks, Dogs, Sheep, & Goats.

	Horses			Bullocks			Dogs Sheep & Goats		
Madras to Masulipatam Rs	40	"	"	20	"	"	3	"	"
Cocanada	45.	"	"	22	8	"	3	"	"
Vizagapatam & Bimlipatam	55	"	"	27	8	.	5	"	"
Rangoon	100	"	"	50	"	"	5	"	"
Masulipatam to Cocanada	20	"	"	10	.	"	3	"	"
Bimlipatam & Vizagapatam	25	"	"	12	8	.	3	.	"
Rangoon	90	"	"	45	.	"	5	"	"
Cocanada to Vizagapatam & Bimlipatam	20	"	.	10	"	"	3	"	"
Rangoon	80	"	.	40	"	.	5	"	"
Vizagapatam & Bimlipatam to Rangoon.	70	"	.	35	"	.	3	"	"

Suppose to that [illegible]
be altered [illegible]

[illegible]

May/64 D
No. 127

24

No. 3214

From

A. P. Howell Esquire
Offg. Under Secy. to the Govt. of India

To

A. J. Arbuthnot Esquire.
Chief Secy. to the Govt. of
Fort St. George.

Dated Fort William the 29th April 1864.

Home Department

Sir,

In continuation of this Office letter No. 2667 dated the 11th Instant, I am directed to forward herewith a copy of the Draft Contract [illegible] by the Government Solicitor and the Officiating Advocate General for the maintenance of Steam Communication between Madras and Rangoon.

2. Before however the Contract is finally concluded the Government of India are desirous of obtaining at an early date the views of the Madras Government on the several clauses and stipulations which have been provided therein.

I have the honor to be
Sir,
Your most Obedt. Servant.
A. P. Howell
Offg. Under Secy. to the Govt. of India

Suggest that Cl. 19

Pro: 2d May 64 - 1-2

From
The Officiating Secretary
to the Govt. of India Home Dept.
No. 3214

L.P. No. 152

Dated 29 Apl
Recd 13 May } 1864.

F. No. 171. – 278 – 391

Encl.

No. 127

Forwards copy of the draft Contract which has been settled for the maintenance of Steam Communication between Madras & Rangoon & requests to be favored with the views of the Madras Govt. on the several Clauses & stipulations therein provided for.

Referred

c. 23 July

50 – 13

Fort St. George,
27th May 1864.

Referred to the Military Dept. & to the Master Attendant in charge of the Office of Superintendent of Marine. The Draft Contract will be forwarded in the first instance to the Military Departt., whence it should be sent to the Master Attendant to be returned by that Officer with his report.

Chief Secretary

The Mily. Dept. with Draft Contract
" Master Attendant in charge of the Office of Suptdt. of Marine } despd. 27/5

Desp. 77 entered & Returned [illegible] H.C. Dy. Secy. [illegible]

P.L. 14 April /64 para 7.

+ None. The rates of a first contract are usually high so as to cover all contingencies – It is a [illegible] to feel the communication at all – By the time that the contract is out competition will be expected and better terms obtained – JPG

[illegible]

These papers relate to the Contract for a monthly steam Communication with Burmah.

The Govt. of India want the opinion of this Govt. on the Draft Contract –

The Master Attendant objects to the terms as exorbitant – but as the G. of I. has sanctioned the acceptance of the contract, I presume, it is useless to discuss this part of the question – which moreover has already been fully dwelt on.

Mr. Dalrymple suggests that Cl. 19 be altered so as to pro-

Screened berths between decks; as a matter of right for European Warrant and Native Officers and their families. The Quarter Master Genl. also points out the necessity of stringent terms for the proper accommodation of Officers & Troops: Experience having shown that they are not properly treated. Looking at the handsome payments made by Govt. I think this should be done: thus

This should be done

right

Native Troops — not being sick — } accommodation to be provided for 2/3d between decks during the monsoon & 1/2 at other times.

~~Sick &~~ Europeans — All between Decks.

Sick ——— Do. Europeans 14 sq. feet

— Natives 12 do.

Warrant Officers & their Families to have screened berths & Cots as 2d Class

The Families of Officers going on Duty to have priority over others —

All the above should be strongly urged and pointed reference made to the manner in which troops & invalids have been treated in these Contract Steamers (and will continue to be unless stringent provisions be made, with penalty for non fulfilment, in the Contract) and late letters in proof of this, as those from Genls Brown & Macleod sent up in proof of this necessity.

The only way of ensuring this accommodation is as suggested by the Quarter Mr Genl & Mr Daly namely to fix the number of each class of passengers for each vessel. The ships are so crowded with the people & goods that the deck & 'tween deck passengers have no room.

No provision is made in the Contract for medical aid — or medicines — water closets baths or any thing else for the comfort of the

all this must be insisted on

passengers & troops –

The 2d Mil. Secy. alludes to a proposed reduction of 20 per cent in the passage money of the families of officers accompanying troops – This is not in the Draft contract – and I think generally it is best for Govt. itself to grant such boons: the Co. are sure – indirectly – to charge more – for as the extent of the privilege is uncertain, they over-estimate, for their own security –

I would not allude to this. JP.
I concur
Elu

The 2d Mil. Secy. points out that the charge for extra baggage is not mentioned – I fancy it goes as freight – Shall this be noticed?

Yes Elu

The Master Attendant points out that the allowance of baggage for troops is very small and the 2d Mil. Secy. that Arms & Accoutrements should be excluded in the case of European as of Native troops – Shall more be sought?

Natives 56 lbs
Europeans 84 lbs

Yes.
Elu

Orders requested

See my note above and on the draft Contract –

The papers should be sent to Calcutta by the next Steamer – and it might be well to telegraph that they are so coming or the contract may be concluded without waiting for our answer.

17/7/64 JP.

This has been done already & will be re-peated+ now
J D S

+ Repeated 23/7

passengers as to
troops –

The 2nd Mil. Secy.
alludes to a proposed
reduction of 20 per cent
in the passage money
of the families of officers
accompanying troops –
This is not in the Draft
contract – and I think
generally it is best for
Govt. itself to grant
such boons: the Co.
are sure – indirectly – to
charge more – for as
the extent of the privilege is uncertain,
they over-estimate, for
their own security.

I would not allude
to this. J.P.
I concur
Ell

The 2nd Mil. Secy. points
out that the charge for
extra baggage is not
mentioned – I fancy it
goes as freight – Shall
this be noticed?

Yes Ell

The Master Attendant

Natives 56 lbs
Europeans 84 lbs

points out that the
allowance of baggage
for troops is very small
and the 2nd Mil. Secy.
that Arms & Accoutrements should be excluded in the case
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the contract may be
concluded without waiting for our answer.

17/7/64 J.P.

This has been
done already
& will be re-
+peated now
J.D.S.

+ Repeated 23/7

Re present or [illegible]

I. Company always to keep a port Screw Steamer - for the contract Service - not less than

~~III~~ 600 Tons & 120 H. P.

II. The said vessel to be properly equipped.

III. The Co. always to have another vessel as above, in constant readiness.

IV. The Co. to keep up a line of Steam Communication & carry all the Govt. Mails passengers, goods Stores & specie -

V. The line to be monthly from Madras to Masulipatam, Cocanada Vizagapatam, Bimlipatam & Rangoon and vica versâ.

The 2d Master Supt. objects that no provision is made for calls at ports North of Bimlipatam, in case of need - Except under cl. 18 - This hardly applies JP These calls are not of frequent occurrence but they do sometimes occur: Shall the entry of a stipulation to this effect be suggested to Sup: Govt.? Yes JP.

See also the dates & stay ^alterations^ proposed — but objected to by the Company — No use saying more on this head I think. JP

3 hours seems very little — Yes — I think that we should press for 6 hours at least —

yes JW

As Masulipatam the vessel could not get within four or five miles of the shore — sometimes of that distance & wind would I believe take nearly that time to make a supply of coal [illegible] ready & boats enough

I

IV.

II

VI. III Co. to carry all Mails and all such Passengers — goods, Cattle, animals, Stores & Specie as they may be required to carry.

VII. Rate of speed — (7. Knots in black ink — but the Co. say miles —)

V VII. Vessels to remain 72 hours at Rangoon and at other places not less than 3 or more than 24 hrs: of daylight.

From the marginal notes, it seems unsettled whether the detention shall be restricted to 24 hours or left to the judgment of the detaining officer — It must be this — but it should be clearly expressed both in text & margin —

It seems also to be proposed that the Agents of the Co. may detain the vessel similarly — In the latter case — barring accidents to the vessel, a limit should I think be fixed — say 12 hours — in the former no limit seems necessary. The detaining officer would be held responsible. I would not impose this — We must not ask for more than 12 hours absolutely if necessary — The Agent would seldom ~~be~~ be disposed to detain the vessel longer than avoidable —

IX. Vessels may be detained by Chief Civil authority for longer periods, if necessary.

X. Co. not to receive letters for conveyance (Agents letters excepted) except through P.O.

XI. Mails to be safely & speedily delivered by the Co. at their expence

XII. Penalty for failure to provide a proper Vessel.

The Co. note — Excepting delays caused by break down of a Steamer or other cause beyond their control.

The Co. seem to object — As they start from each end at stated periods and for a certain pace, I do not see the call for this stipulation — provided their power of detaining a vessel beyond the prescribed period is tied down. I would keep the clause —

The Co. wish the proof of default to be to the Govt. of India — not Madras. But as the service is a Madras service & the ships do not go to Calcutta, this is unreasonable — Yes — and should be strongly resisted — It would nullify the clause altogether

The Co. say this is excessive — [illegible] but they need not incur it — No

Rs 1000 per diem up to 14th day inclusive

XIII. If a vessel puts back after starting or does not arrive at each port within the time she ought to arrive, penalty 1000 Rs per diem — unless it be proved that the default was owing to causes beyond their control —

XIV. Penalty for not stopping fixed times at each place R. 500 per diem.

Which? It is the Madras Govt. Govt. of India cannot —

No specific penalty provided.

This may be pointed out & reference made to late occasions on which Capts. of Contract Steamers — at Rangoon I think & elsewhere — have sailed away without Port clearance or leave of any kind.

XV. Govt. have power to examine any vessel and if it be condemned not to be employed till set to rights under penalty of 5000 Rs.

XVI. Co. & their officers ~~to Obey~~ to obey all orders of Madras Govt. & at out ports of Chief Civil authority or Post Master —

XVII. Co. to convey and (if required) victual such persons as are certified to be proceeding on public duty for the passage & diet money stipulated — and similarly public stores, cattle, ammunition & specie — Such stores & passengers to be taken in preference

I think it should be added that this is not to interfere with the monthly communication. – Yes. These must be extra
J.W.

to private freights & passengers.

And Deck passengers to have suitable Canvas awnings or other suitable shelter from sun & rain.

XVIII If Govt. require a Steam Vessel of the C° to convey Troops or for other purposes C° to give such vessel, Govt. providing coal and paying 27½ Rs per Ton per month for such exclusive use of vessel.

XIX. C° to diet all deck or 'tween deck passengers when required, & supply ~~built~~ cooking & table utensils – at 6 annas each for Native

and 1 Rs for Europeans daily – liquor excepted – or at such fixed rate as may from time to time be agreed on. Warrant & Non Commissioned to have a separate mess – If Native Troops be conveyed, a suitable & sufficient space ~~be~~ as required by the Comg. Officer, to be screened off for their women.

XX Monthly subsidy of 5000 Rs & freight & passage money to be paid at Calcutta on receipt of certificates.

The first to the extent of the stowage and accommodation of the vessels and unless the Interests of the public Service otherwise require, to send all troops - stores goods - horses - cattle ammunition & specie by the Co. & the Co. to give the same pre-ference & priority over private passengers & freight.

Gunpowder in Excess of 200 lbs not to be sent without 8 days notice, unless arrange-ments be made for the regular transmission of a certain quantity.

The Govt. not to be obliged to use the Co's Steamers for ports intermediate between the ports mentioned in the Contract - unless the Co. will carry at

In the margin - the Co. stipulate for "due no-tice". But if the Govt must send, the Co. must take - or the bargain is one sided. - Yes What is due notice - and who to decide - Govt will always give all the notice that they can for their own sake & the Company's motto will be "Semper paratus!"

3/

proportionate rates - Govt. not obliged to wait for the Steamer if it be desirable that passengers or Cargo be at once despatched.

5 yrs.

XXI Duration of Contract &c

Need the Contract

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despd 25/7 to Calcutta by the P. & O. Steamer "Rangoon"

35

Marine Deptt.

No. 152.

To
The Secretary to the Govt. of India.
Home Department.

Sir,

In acknowledging the receipt of Mr. Howell's letter of the 29 April last, No. 3214, calling for the opinion of this Govt. on the terms of a draft contract settled by the Govt. Solicitor and Offg. Advocate General for the maintenance of Steam communication between Madras and Rangoon, I am directed to submit for the consideration of His Excellency the Governor General in Council the annexed copies of the papers noted in the margin* containing the opinions of the several officers to whom the draft contract has been submitted, and to offer the

* From the Master Attendt. in ch. of the Marine Office. 2nd June 64 No. 1615
Pro. of Govt. in the Public Depmt. 12th July 64 No. 2386

Heads of Contract

despd 25/7 to Calcutta by the P. & O. Steamer "Rangoon"

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Pro. of Govt. in the Public Dept. 12th July 64 No. 2386

the following remarks and suggestions.—

2. The 1st, 2d, 3d, & 4th Clauses of the draft do not call for remark.—

3. With reference to Clause 5 the Commander-in-Chief observes that no provision is made for the Steamer calling at ports north of Bimlipatam in case of need. The necessity for such calls is not of frequent occurrence; but the Governor in Council is of opinion that the contract should provide for them being made whenever the requirements of the public service may demand it.

Clause 6 & 7 - no remarks.

Clause 8 - The Madras Govt. consider that the shortest time of stay at each port should be

not

not less than six hours. At Masulipatam Steamers have to anchor some four or five miles from the shore, and occasionally it takes nearly that time for a boat to reach the Steamer.

Clause 9 - From the marginal notes it seems unsettled whether the detention of the Steamer by the Chief Civil authority, for which provision is made in this clause, is to be restricted to 24 hours or left to the judgment of the determining officer. The Governor in Council considers that the time of detention should be left to the discretion of the detaining ~~determining~~ officer, ~~he~~ being held responsible for the necessity of such detention.

Clauses 10. 11. 12. no remarks.

Clauses 13 & 14. The Governor in Council would retain these clauses, to which the Company apparently object, as they stand. It is of great importance that the Govt. of Madras shall be ~~retained as~~ the authority to which the justification of the default must be proved. The service provided for in the Draft contract is a Madras Service. The ships do not go to Calcutta, and it is therefore only reasonable that the Madras Govt. shall be authorized to determine whether or not the default has arisen from circumstances over which the Company had no control.

The

The penalty provided for in Clause 13 is, in the opinion of the Madras Govt., not too high.

Clause 15. no remark.

Clause 16. A penalty should be provided for non-observance of the terms of this Clause. In Mr. Arbuthnot's letter of the 17th December last the attention of the Govt. of India was drawn to the inconvenience caused by the Captains of the Company's Steamers leaving ports without receiving Port Clearances. Such irregularities can only be checked effectually by pecuniary penalties.

Clause 17. no remarks.

Clause 18. It should be added to this ~~contract~~ Clause that the provision therein made for the Company ~~finding~~ furnishing a Steamer whenever the Govt. require one for the conveyance of troops, is not to interfere with the monthly communication.

Clause 19. With reference to this clause I am directed to request the attention of the Govt. of India to the remarks made by His Excellency the Commander-in-Chief in the Quarter Master General's letter of the 17th ultimo and by the Master Attendant, as to the necessity of more stringent provisions being introduced into the Contract with the view of ensuring sufficient accommodation for troops sent by the contract Steamers; and in connexion with this subject

I

I am to refer you to the papers transmitted with Mr. Arbuthnot's letter of the 26th January last, and especially to the representation made by the Officer Commanding the Pegu Division as to the necessity of proper sheltered accommodation being provided for European and native sick. It should be stipulated that in the case of sick soldiers not less than 14 square feet between decks should be provided for Europeans, and 12 square feet, also between decks, for natives - that the accommodation for European troops, not being sick, should be invariably between decks, and that in the case of native troops accommodation should be provided for 2/3rd between decks during the monsoon and for 1/2 at other times. For European Warrant officers and native officers, and their families and servants, berths should be provided as a matter of right.—

4 The families of European officers going on duty should have priority over other passengers. The only way of ensuring this accommodation is, as suggested by His Excellency the Commander-in-Chief and the Master Attendant, to fix the number of each class of passengers for each vessel. Stringent penalties should be attached to any breach of these rules.

Clause 20- no remarks.

No

5 No provision is made in the Contract for medical aid or medicines, water closets, baths, &ca, which are requisite for the health and comfort of the troops— These omissions should be supplied.—

6. The charge for extra baggage is not specified. It is presumed that it will be charged as freight, and here it should be remarked that the allowance of baggage is very small. It should be fixed at not less than 80 lbs in the case of natives and 100 lbs in the case of Europeans. Arms and Accoutrements should be excluded from the calculation in the case of European as in the

the

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the case of Native troops.

Marine 1864 Dept

No 152

To
The Secretary to the
Govt of India

Dated 23d July/64. F/No 2478 391

Certain observations submitted to the Govt. of India on the draft Contract for the mainte-nance of Steam Com-munication between Madras & Rangoon

51 @ 62

51 – 62