[T./1]
500—10-2-06.

Government of Madras.

Marine (~~190~~ 1898) Department.

ORDINARY MS.

G.O., No. 229

DATED 28-3-98

[Despatch Abstract.]

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

When given for copying
When copied
When examined
When signed
190

Marine (1898) Department.

G.O., No. 229 Mar

DATED 28th March 1898

Removed from G.O. 629 Mar / 20-7-98

[Despatch Abstract.]

Short delivery of Cargo. Considering that the loss in each case of — ex steamers "Dewa" "Kilwa" and "Manora" should be accepted, directing that the freight bills of the Agents be paid in full and that an official daily record of the state of the sea in the harbour ~~should if possible~~, be maintained as a check on Commanders' certificates at any rate while Govt. stores are being landed or shipped and calling on the P. P. Officer to report whether more responsibility cannot be fixed on the Landing Contractors

D
28/3/98

M. 6.
500—23-6-97.

Indexed. 30/3/98

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
✓	731	Mar:	18-8-97				

FURTHER PAPERS.

G.O.	No.	Department	Date.	G.O.	No.	Department.	Date.
7879/98.							
✓	629	Mar:	20-7-98				

Marine (1897) Department.

CURRENT No. 1560

Order

From Messrs Binny & Co.
Madras

No.

Dated 3-12-97
Received 6-12-97
Enclosures 19
Spare copies -

SUBJECT.

Liability for loss of Government stores

Complaining that the P.S.O. declined in certain instances to admit —

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

B.I.S.N.Coy Ld.,
Madras, 3rd.December., 1897.

The Secretary to Government,
Marine Department,
Madras.

Sir,

We have the honor to bring to the notice of Government that the Presidency Port Officer has declined in three instances to admit liability for loss of Government Stores for which this Company claims exemption in accordance with the provisions of the Bill of Lading. Copies of the correspondence (hereinafter specified) which have been exchanged are enclosed and of which we have the honor to request your perusal, together with copies of the Bills of Lading.

(1) Enclosures A-E represent correspondence regarding loss overboard on 11th.July last from S.S. "Rewa" of 2 Casks Cement value Rs 18-5-4 for which the Company is not liable in terms of Commander's certificate. We would submit that the Commander is the only authority whose evidence can be admitted under the conditions and the certificate distinctly states that there was a heavy swell.

(2) Enclosures F-H relate to loss overboard in similar circumstances Ex "Kilwa" on 15th.August last of a case Shells value Rs 8-8-3.

The statement of the Deputy Conservator, who was not on board, that the water inside the harbour was smooth on the occasion in question can hardly, we submit, be held to override the Commander's certificate to the contrary.

(3) Enclosures I-P are copies of correspondence regarding alleged loss from S.S. "Manora" of 2 cases Shells value Rs 175-12-3. In this case the steamer's records do not confirm the Presidency Port Officer's contention, i.e. that the cases were lost overboard through ship's fault; in fact, from enquiries made on board the

steamer it would appear that they must have rolled out of the cargo boat after they were clear of the steamer's gear, and as Government Cargo is landed by their own Contractor the latter would be liable.

We have further to submit that the losses in instances (1) & (2) in accordance with the Commander's certificates have been occasioned by "accidents of the sea", for which the Company claims exemption in terms of the Bill of Lading.

These certificates are always accepted as evidence of a ship's non-liability for loss occasioned under these conditions. We may add that in the case of ordinary merchandise which has been insured the Commander's certificate is sufficient to substantiate a claim on the Underwriters.

In the third instance, although there is no question of Commander's certificate, it is evident that the loss could not have occurred from the vessel as no mention was made by the Government Tally Clerk who gave a receipt in full, of any such shortage and it therefore follows that the cases were lost after they were discharged into the boat i.e. after the Company's responsibility had entirely ceased.

We regret the necessity for bringing the above to the notice of Government as the amounts are small, but the Presidency Port Officer's action in these instances would form a most important precedent and is quite contrary to maritime mercantile usage.

We have the honor to be,
Sir,
Your obedient servants.

Agents.

Mil Enclos 20
101/98

	Cases	Crates	Bales	[illegible]			
Salt							
Boring Rods 10 ✓	1	✓					
Administration							
Papers 1/2 ✓	2	✓					
Currency Notes 14/16 ✓	3	✓					
Stat							
Papers &c. {21/56. 57/98 ✓ ✓ ✓	78	✓					
99/125 ✓	.	.	27	✓			
European Clothing							
Duck & Serge 8648/66 ✓	.	.	19	✓			
Necessaries 8634/5. ✓ 8624/5 ✓	4	✓					
Do. 9043 ✓	.	.	3	✓			
Ordnance							
Arms, &c. 4/1313 ✓ 17/511 ✓ 605 ✓ 7/3019/22 ✓ 16/775 ✓ 904 ✓ 971 ✓ 7/2642/5 ✓ 20/145 ✓ 6/157 ✓	18	✓					
Shell ✓	214	✓					
Tools, Equipment &c. 14/555 ✓ 14/1191 ✓ 17/512 ✓ 606 ✓	4	✓					
Steel 13/416/7 ✓	2	✓					
Arms &c. 16/70 ✓ 13/544 ✓ 16/969 ✓ 7/2646/7 ✓	8	✓					
Medical							
Catheters 183 ✓	1	✓					
Permanganate [illegible]							

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Office of Agent for Govt
Consignments,
Madras, 7th.May., 1897.

No 3.

From

The Agent for Govt Consignments,
Madras.

To

Messrs.Binny & Co.,
Agents B.I.S.N.Coy Ld.,
Madras.

ORDNANCE DEPT.
2 Boxes Shells.

Has the honor to inform them that packages as per margin are required to complete the Bill of Lading of the S.S. "Manora" from London and to request that steps may be taken to deliver them to this Office as early as possible.

(Sd) H.D.Baddeley,
Agent for Govt Consignments.

Mar Encls ~~8~~ 3
101/98

B.I.Home Line,
Madras,25th.May.,1897.

J.

The Agent for Govt Consignments,
Madras.

Sir,

With reference to your letter No 3 of 7th.Instant,regarding 2 Boxes Shells marked ↑ Ordnance Dept said to have been shortlanded Ex "Manora",we have the honor to inform you that the Commander of the vessel writes as follows:-

"I hold full receipts for 246 packages "Ordnance Stores", "which includes the 214 cases Shells".

We have the honor to be,
Sir,
Your obedient Servants.
(Sd) Binny & Co.,
Agents.

4

Mad Enclos 8

~~1560/97~~

101/98

16

15

K.

Office of Agent for Govt Consignments,

Madras, 26th. May., 1897.

8 No 33.

From

The Agent for Govt Consignments,
Madras.

To

Messrs. Binny & Co.,
Agents, B.I. Home Line,
Madras.

Reference.

Your letter No dated 25.5.97.

Has the honor to state that 2 boxes Shells in question are reported to have fallen overboard and lost in the sea while in the course of discharge Ex S.S. "Manora" vide Preventive Officer's report enclosed.

The granting of incorrect receipts by the Contractor does not relieve the vessel of responsibility for this loss.

(Sd) H.D.Baddeley,
Agent for Govt Consignments.

8

B.I.S.N.Coy Ld.,
Madras, 27th.May., 1897.

L

The Agent for Government Consignments,
Madras.

Sir,

We have the honor to acknowledge receipt of your No 33 of 20th.Instant enclosing Preventive Officer's report in regard to reported loss overboard of 2 cases Shells Ex "Manora" which we return herein and have to say we have written to our London Agents asking them to take up the matter with the steamer on arrival and we shall advise you in due course of the result.

We have the honor to be,
Sir,
Your obedient Servants.
(Sd) Binny & Co.,
Agents.

5

new Enclos #
~~1570/97~~
161/98

6 of

Mar Evelo ~~1571~~(9)
101/98

↑
I

	Cases	Trunks	Bales	Frames	
Stamps					
Stamps 492/5 ✓. 484/5 ✓ 3567 ✓	7 ✓				
Post Office					
Stamps Cards & Envelopes ✓ 3392/56 ✓. 3568/645 ✓ 3650/90 ✓. 3695/729 ✓ }	395 ✓				
Stationery					
Tape 71 ✓	1 ✓				
Boards 83 ✓	1 ✓				
Native Clothing					
Serge 133/6 ✓			11 ✓		
Ordnance					
Safety Cartridges	234 ✓				
Shell empty	114 ✓				
Gun R.G. 11 ✓	1 ✓				
Mixed. [illegible] &c 184/7 ✓ 1997 514 ✓	5 ✓				
	1 ✓				✓
Sacks 188 ✓					136
Paint	1 ✓				
Lamps 35 1848 ✓	1 ✓				
Clocks 300 ✓	✓				
Waggonwork 13 104/7 ✓	4 ✓				
Steel Plugs &c 14/162 ✓ 16/163 ✓ 16/36 ✓	3 ✓				
	1 ✓				✓
Clock 211 ✓					115
Paint	✓				
Safety Cartridges	104 ✓				
	2 ✓				✓
Tools &c 3/3 ✓					117
Paint					
Medical					

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B.I.Home Line,

Madras, 6th.August., 1897.

The Agent Govt Consignments,
Madras.

Sir,

With reference to your No 21 of 21st.Ultimo we have the honor to inform you that our landing account confirms shortage of only 2 casks Cement Ex "Rewa" and which were lost overboard through an accident of the sea, for which the Company is not liable. We enclose copy of certificate from the Commander for your information.

We have the honor to be,
Sir,
Your obedient Servants.
(Sd) Binny & Co.,
Agents.

B.I.S.N.Coy Ld.,
Steamer "Rewa"
Colombo 11th.July 1897.

Certified that (2) casks Cement marked C/1\A were lost overboard in Madras Harbour whilst discharging cargo, through an accident of the sea, owing to the heavy swell existing at the time.

(Sd) H.G.Piggott,
3rd.Officer.

(Sd) Arthur Morris,
Commander.

(True Copy)

(Sd) Binny & Co.,
Agents.

British **India**

Steam Navigation Company, "Limited."

MEASUREMENT AND WEIGHT.

Tons.	Feet.	Inches.	Tons.	Cwts.	Qrs.	Lbs.
				70	3	10

Freight on
at Rs12/8 *per ton.*

Total, Rs44-4-4

N.B.—The Goods are shipped and this Bill of Lading granted subject to the following express conditions:—

Any claim for short delivery of or damage done to Goods, and all other claims whatsoever, to be made at Port of discharge, or at Ports of Calcutta or Bombay and at no other Port; paymen of claims to be made at Port of shipment or discharge at Company's option.

No claim for damage will be admitted unless notified in writing before the Goods are removed.

No claim for short delivery will be entertained unless made within one month after the delivery of any portion of the Goods entered in this Bill of Lading.

Rupees Fortyfour annas four Pies four

Traill & Co., Calcutta—No. 6935T.

Shipped, in good order, and well-conditioned, by The Commt Store Keeper General Bombay in the Steam Ship Rewa Voy 152 Commander, or whoever else may be placed in command or this present Voyage, and now lying in Bombay Harbour and bound for Madras and intermediate Ports

(56) Fiftysix packages as on reverse

being marked and numbered as in the margin, and are to be carried and delivered subject to the conditions after mentioned, including those at the foot of this Bill of Lading, in the like good order and well-conditioned, at the Port of Madras The Act of God, the Queen's Enemies, Restraint of Princes or Rulers, Pirates or Robbers by Sea or Land, accidents, loss and damage from Vermin, Barratry, Jettison, Collision, Fire, Accidents to, or defects latent or otherwise in Hull, Tackle, Boilers, or Machinery, or their appurtenances, Steam, and all the perils, dangers, and accidents of the Sea, Rivers, Land Carriage, and Steam Navigation of whatsoever nature and kind; and accidents, loss or damage from any act, neglect, or default whatsoever of the Pilot, Master or Mariners or other servants of the Company, or from any deviation, excepted; with liberty to sail with or without Pilots, and tow and assist Vessels, in all situations and circumstances; and the Company are to be at liberty to carry the said Goods to their Port of Destination by the above or other Steamer or Steamers, Ship or Ships, either belonging to the Company or to other persons, proceeding either directly or indirectly to such Port; and in so doing to carry the Goods beyond their Port of destination, and to tranship or land and store the Goods either on shore or afloat, and re-ship and forward the same at the Company's expense, but at Merchant's risk; and with liberty also, at the like risk, to deviate for any purpose from above voyage, and to call and stay at any Ports or places whether in or out of the usual course of the voyage, and in any order, and for any purpose, or at any time whatsoever unto The Agent for Govt Consignments or to his or their assigns. Freight for the said goods at the rate of paid in Bombay by the Shippers as per margin, Steam Ship lost or not lost. In Witness whereof, the Commander or Agents of the said Steam Ship have affirmed to Two Bills of Lading, all of this tenor and date; one of which Bills of Lading being accomplished, the others to stand void.

Dated at Bombay *on* 28th July 1897

This Bill of Lading is issued subject to the following Conditions:—

Weight, Contents, and Value when shipped unknown. The Company is not to be responsible for damage, evaporation, effects of climate or heat of holds, leakage or breakage, or other consequences arising from the insufficiency of the address or package: or for the condition or contents of re-exported packages

The Company reserves the right of charging freight by weight, measurement, or value, and of re-measuring or re-weighing the same, and charging freight accordingly before delivery. Freight on Dates, Fruit, and perishable produce to be paid on the weight shipped; and no allowance will be made for wastage on the voyage.

The Company does not guarantee that the Steamers shall have room at Ports of Transhipment, or that there shall be no delay there.

Packages weighing more than 3 cwt. (excepting bales and boxes of manufactured Goods) are only carried at advanced rates of freight and by special agreement.

The Company shall have a lien for freight unpaid on these Goods, or upon any portion of the Goods covered by the Shipping Order granted in respect thereof, which may not have been Shipped, and for any charges herein stipulated to be borne, or customarily borne, by owners of Goods.

Should all or any part of the within Goods not be found, or if, from bad weather or other cause the Goods cannot be landed during the Steamer's stay at Port of Destination, the Company reserves the right to convey same to the next or the final Port of the Voyage to be returned thence at the Company's expense, but at the Merchant's risk; and should necessity arise for detaining and storing the Goods, it shall also be done at the Company's expense, and the Merchant's risk; and the Company shall not be answerable for any delay so occasioned, or for loss of Market.

The Company will not be accountable for Gold, Silver, Bullion, Specie, Jewellery, Precious Stones, Plated Ware, or other valuables, or beyond the amount of Five Hundred Rupees for any one package, or relatively for any portion thereof, unless a declaration of the value of such Goods has been made prior to shipment, and a special shipping order granted for same, with which the Bill of Lading shall correspond. A wrong description of Contents or false declaration of value shall release the Company from all responsibility in case of loss, seizure or detention and the Goods shall be charged double Freight on the real value; which Freight shall be paid previous to delivery. If medicinal fluids or any other goods of an explosive, inflammable, damaging or dangerous nature are shipped without being previously declared and arranged for, they are liable, upon discovery, to be thrown overboard, and the loss will fall upon shippers or owners of such fluids or goods. The shipper will not only be liable to the penalties imposed by statute but also for all damage sustained in consequence of such shipment.

The Goods are to be distinctly marked with the marks, numbers, and Port of Destination, or the Company is not to be responsible for detention or wrong delivery.

Bill of Lading must be presented and delivered up cancelled before delivery of Goods can be granted.

The Company to have the option of delivering these Goods into receiving Ship or landing them at Consignees' risk and expense, as per scale of charges to be seen at the Agents' Offices, the Company having a lien on all, or any part of the Goods, against expenses incurred on the whole Shipment. The Company's liability shall cease as soon as the packages are free of the Ship's tackle, after which they shall not be responsible for any loss or damage, however caused. If stored in receiving Ship, godown or upon any wharf, all risks of fire, dacoity, vermin or otherwise, shall be with the Merchant; and the usual charges shall be paid before delivery of the Goods. Fire Insurance will be covered by the Company's Agents on application.

Specie, Gold, Silver, Bullion, Jewellery, Precious Stones, Plated Ware, or other valuables will not be landed by the Company. They can only be delivered on presentation of Bills of Lading on Board, and will be carried on at Consignees' risk, if delivery is not taken during the Steamer's stay in Port.

In case of Quarantine, Goods may be discharged at risk of the owners of the Goods into Quarantine depot, lighter, barge, hulk, or other vessel, as required for the Ship's despatch. Quarantine expenses upon the Goods of whatever nature or kind, shall be borne by the owners of the Goods.

Delivery by the Company of packages externally in good condition as received shall be conclusive evidence of delivery of full weight and contents.

Shippers are requested to note particularly the terms and conditions of this Bill of Lading with reference to the validity of their insurance upon their goods.

for Captain.

sd/. W. C. Campbell **for Agents**

101/98

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Encl 8
[illegible] ~~[illegible]~~
101/98

(F)

B.I.S.N.Coy Ld.,

Missing Cargo. Madras, 7th.September., 1897.

The Agent for Govt Consignments,
Madras.

Sir,

With reference to your No 13 of 17th.Ultimo we have the honor to inform you that the case Shells Ex "Kilwa" was lost overboard through an accident of the sea and for which the Company is not liable. We enclose copy of Commander's certificate for your information.

We have the honor to be,
Sir,
Your obedient Servants.
(Sd) Binny & Co.,
Agents.

Madras, 15th.August., 1897.

From

B.I.S.N.Coy's S.S. "Kilwa"

This is to certify that while discharging a case of Shells marked ^ at Madras on the 15th.August '97 there being a heavy swell on at the time the boat rising on the swell and sheering out at the same time knocked the case overboard which was lost by accident of the sea.

(Sd) G.H.Gillham,
Second Officer.

(Sd) F.W.Packham,
Commander.

entered in this Bill of Lading.

Ind Encls 9
~~1007/97~~
101/98

M.

Presidency Port Office,
Madras, 10th. September., 1897.

No 1061.M

To

Messrs. Binny & Co.,
Madras.

Gentlemen,

With reference to your letter dated 27th. May 1897, to the Agent for Government Consignments, Madras, regarding 2 cases Shell lost overboard Ex S.S. "Manora", I have the honor to enquire whether a reply has been received from your London Agents.

The Examiner of Ordnance Accounts has written to the Home Authorities in respect to the value of these 2 cases, and on receipt of this information, the freight bill will be forwarded for payment.

I have the honor to be,
Gentlemen,
Your obedient Servant,
(Sd) H.A. Street,
Commander R.I.M.
Presidency Port Officer.

B.I.Home Line,
Madras,14th.September.,1897.

The Presidency Port Officer,
Madras.

Sir,

With reference to your No 1081.M of 10th.Instant we have the honor to state we have received no definite reply as yet from the Company's Agents in London regarding the 2 cases Shells lost overboard Ex "Manora". We are addressing them again and shall advise you on receipt of their reply.

We have the honor to be,
Sir,
Your obedient Servants.
(Sd) Binny & Co.,
Agents.

Enbs co
30/97

(B.)

B.I.Home Line,
Madras,16th.September.,1897.

The Presidency Port Officer,
Madras.

Sir,

With reference to the deduction of Rs 36/10/8 in our freight bills No 2 & 3 for 4 casks Cement marked "P.W.Stores" shortlanded Ex "Rewa" we have the honor to state that two of these casks were lost overboard through an accident of the sea for which the Company is not liable and a copy of Certificate from the Commander to that effect was duly forwarded to the Agent for Govt Consignments on 6th Ultimo and we request you will kindly direct a refund to us of the proportionate value viz Rs 18-5-4.

We have the honor to be,
Sir,
Your obedient Servants,
(Sd) Binny & Co.,
Agents.

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101/98

Encls 12
[illegible]/97
1/98

C.

Presidency Port Office,
Madras, 22nd. September., 1897.

No 1121.M

To
Messrs. Binny & Co.,
Madras.

Gentlemen,

With reference to your letter dated 16th. September 1897, regarding refund of value of 2 casks Cement lost overboard Ex S.S. "Rewa" I beg to point out that according to the statement of the Tally Clerk the sling containing 5 casks Cement struck against the Ship while being lowered over the side and that the whole 5 casks slipped out of the sling 3 falling into the boat and 2 into the sea and as the sea is stated to have been smooth on the 11th. July, I am unable to grant the refund required.

I have the honor to be,
Sir,
Your obedient Servant.
(Sd) H.A. Street,
Commander R.I.M.
Presidency Port Officer.

Mad Genl 13
~~1501/97~~
101/98

G.

Presidency Port Office,
Madras, 13th. October., 1897.

No 1243.M

To

Messrs. Binny & Co.,
Madras.

Gentlemen,

With reference to your letter dated 7th. September 1897, to the Agent for Government Consignments, Madras, I have to acquaint you that the water inside of the Harbour on the 15th. August last is stated to have been smooth on that date by the Deputy Port Conservator and it would therefore seem that the Commander of the S.S. "Kilwa" must have based his statement on inaccurate information. As the loss of the case of Shell cannot therefore be held to have been caused by an accident of the sea, I request that you will be so good as to pay the cost of the same, viz Rs 8-8-3 into the Bank of Madras to credit of Government with the accompanying chellan No $\frac{A}{6}$ dated 11th September 1897, and forward the Bank's receipt to this Office for transmission to the Examiner of Ordnance Accounts, Madras.

I have the honor to be,
Sir,
Your obedient Servant..
(Sd) H.A. Street,
Commander R.I.M.
Presidency Port Officer.

14

Incl Enclosures
~~1530/97~~
101/98

11

H.

B.I.S.N.Coy Ld.,
Madras,15th.October.,1897.

The Presidency Port Officer,
Madras.

Sir,

We have the honor to acknowledge receipt of your No 1243.M of 13th.Instant with enclosure which we return herein and regret we must decline to pay for the case Shell lost overboard Ex "Kilwa" as the certificate clearly states that the loss occurred through an accident of the sea. We submit that the Commander was in a better position than any one else to say how the accident occurred and he distinctly states there was a heavy swell in the harbour.

We have the honor to be,
Sir,
Your obedient Servants,
(Sd) Binny & Co.,
Agents.

D.

B.I.Home Line,

Madras, 19th.October., 1897.

The Presidency Port Officer,

Madras.

Sir,

With reference to your No 1121.M of 22nd.Ultimo we have the honor to state that we made a reference to the Commander of "Rewa" who now writes as follows:-

"In reply to your favor of 15th.Instant regarding loss of 2 "cases of Cement, I have to inform you that the statement of the tally "clerk is incorrect. There was a heavy swell existing in Harbour "whilst the cargo was being discharged. The boats could not be closely "moored to the steamer's side and were ranging all the time they were alongside".

In these circumstances we have to request you will kindly direct a refund of Rs 18-5-4 deducted from our freight bill.

We have the honor to be,

Sir,

Your obedient Servants.

(Sd) Binny & Co.,

Agents.

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Mar Sailors ~~16~~

~~1501/97~~

101/98

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E.

Presidency Port Office,

Madras, 21st. October., 1897.

No 1297.M

To

Messrs. Binny & Co.,

Madras.

Gentlemen,

In reply to your letter dated 19th. Instant, I have the honor to state that I regret I am unable to comply with your request as I a not satisfied that the loss of the casks in question can be attributed to the action of the sea.

I have the honor to be,

Gentlemen,

Your obedient Servants.

(Sd) H.A.Street.

Commander, R.I.M.

Presidency Port Officer.

~~16~~ 17
Mar Enclos ~~17~~
~~1527/97~~
101/98

B.I.Home Line,

Madras, 29th. October., 1897.

The Presidency Port Officer,

Madras.

Sir,

With reference to your No 1328 of 27th. Instant we have the honor to state that the Company's Agents in London now advise us as follows regarding the two cases Shells lost overboard Ex "Manora":-

"It appears that they rolled out of the cargo boat after "they left the ship's gear. No mention was made in the receipts granted by Government Clerk after discharge, of any cases as having gone "overboard".

Under these circumstances the steamer is not liable, and we request you will pass our freight bill for payment in full.

We have the honor to be,
Sir,
Your obedient Servants.
(Sd) Binny & Co.,
Agents.

Presidency Port Office,
Madras, 5th. November., 1897.

No 13/2.M.

To

Messrs. Binny & Co.,
Madras.

Gentlemen,

With reference to your letter dated 29th. October 1897, regarding 2 cases Shells lost overboard Ex "Manora" I have the honor to state that as it appears from the reports of the Preventive Officer and the Contractor's tally clerk that the cases were lost through carelessness on the part of the man working the winch, I regret that I am unable to consider the ship free from blame, and that the value of the cases in question will have to be recovered from the freight. An endorsement to this effect has been made in the Bill of Lading and the freight bill is herewith forwarded for presentation to the Accountant General for payment.

I have the honor to be,
Gentlemen,
Your obedient Servant.
(Sd) H.A. Street,
Commander R.I.M.
Presidency Port Officer.

18
Mar Genl ~~17~~
~~156/97~~
101/98

19

New Enclos ~~19~~

~~[illegible]~~ 19

101/98

1560

E

Marine Dept

No 737 Edy 7.12.97

Encls

Referred to the Presidency Port officer for remarks in consultation with the Government Solicitor.

6.12.97

The PPO with papers in original to be returned.

2.7/12/97

with Marine Cno 1560

19 enclos.

Marine (1898) Department.

CURRENT No. 260

From

The Presidency Port officer,
Madras

Order

No. 794

Dated 24th February 1898

Received }
Registered } 28. 2. 98

Enclosures "

Spare copies

SUBJECT.

Stating that a recognised representative of the consignee on board during unloading Government stores is not necessa

BACK PAPERS.

No.	Date.
69 E	1-2-98
737 E	7.12-97

FURTHER PAPERS.

No.	Date.

Traill & Co., Calcutta—No. 6351.

No. 31/30 G. **Presidency Port Office,**

Heading ....

Madras, 19th January 1898.

From

Commander H. A. Street R. I. M.

Presidency Port Officer,

Madras,

To

THE SECRETARY TO GOVERNMENT,

MARINE DEPARTMENT,

CHEPAK.

Sir,

Enclosures herewith returned.

With reference to Marine Department Endorsement No. 737. E dated 7th December 1897 on a letter from Messrs Binny and Co dated 3d December 1897, I have the honor to forward herewith, a copy of a letter from the Government Solicitor on the subject specified in Messrs Binny and Co's letter, and to observe that as in nearly every case of a package lost overboard from a vessel while in the act of being discharged or shipped, the loss is attributed by the Captain of the vessel to an accident of the Sea, the view of the Government Solicitor, if accepted, will necessitate this excuse being accepted on all future occasions.

I have the honor to be
Sir
Your Obedient Servant

H A Street

Commander R.N.
Presidency Port Officer

No. 30. Madras 18 January 1898.

From

Ernest Barclay
Government Solicitor
Madras.

To

The Presidency Port Officer,
Madras.

Sir,

1. With reference to your letter of 11th Instant No 29 M and my interview with you yesterday, I have now to advise on the several claims of Government against the British India Steam Navigation Company Limited for short delivery of cargo ex the Steamers "Rewa", "Kilwa" and "Manora" belonging to that company.

2. Taking first the case of the "Rewa", the claim is in respect of 2 casks of Cement. These appear to have been shipped from England under a special form of Bill of Lading and the exceptions in that Bill of Lading are merely the act of God, the Queen's

Enemies, Fire and all other Accidents of the Seas, Rivers and Navigation during the voyage but, according to the terms of this Bill of Lading, the freight was payable "at the rate and upon the terms mentioned in the Agreement for the conveyance of the Stores." I have not seen a copy of this agreement but the Agent for Government Consignments has handed me a copy of the "conditions for Freight and Conveyance of Stores."

Copy obtained & put up

3. Assuming that these conditions form part of the Agreement in question and are conditions of the contract between Government and the Company, Condition 10 of these Conditions provides that Bills of Lading in the form annexed thereto (which is the form above referred to) shall be signed by the Master or Owner or his Agent. Condition 12 provides that the stores will be taken from alongside the vessel in India by the officers of Government and shall be delivered as such Officers may direct and into boats alongside or on to wharves or jetties as they may require. Under Condition 13 the freight is subject to the performance of the contract in accordance with the previous provisions and with the Tender annexed, to be payable as follows viz $\frac{4}{5}$ths in England within 21 days after the Bills of Lading are signed and the vessel has left the port and the remaining $\frac{1}{5}$th, subject to certain deductions mentioned, in India, to the Master or his order on production of a certificate of the Officers of Government of the due delivery of the stores according to the tenor of the Bill of Lading and in accordance with the conditions. Clause 13 then goes on to provide that, in the event of any loss being sustained by Government by reason of any injury to the Stores or of any deficiency in the quantity delivered, not covered by the printed exceptions in the Bill of Lading, the Government may deduct the value of such loss from the portion of the freight payable in India or, if necessary, recover the same from the owner.

4. There is nothing in the form of Tender

which in any way modifies the conditions and, unless it can be shown that the loss of the 2 casks of cement comes within the exceptions in the Bill of Lading, Government is entitled to deduct the value of such casks from the balance of freight payable in India. The Company's Agent contend that the casks were lost overboard through an accident of the sea and, if this were so, the case would come within the exceptions in the Bill of Lading. The certificate of the Master supports this, for, it states that the casks were lost overboard in Madras Harbour whilst (the vessel was) discharging cargo, through an accident of the sea owing to the heavy swell existing at the time.

5. The contract under the Bill of Lading would not, of course, be completed until the stores were delivered in accordance with the terms of the Bill of Lading, so that the exceptions contained therein would apply until the delivery of the stores. In this case therefore the question is one of fact, viz whether the 2 casks of Cement were

were lost by an accident of the sea or not. The Master of the "Rewa" says the casks were so lost whilst you, on the other hand, relying on the statement of the Tally Clerk, say that the 2 casks were lost owing to the sling in which they were being lowered, with 3 others, from the vessel into the boat alongside striking against the ship which caused the whole 5 casks to slip out of the sling, 3 falling into the boat and 2 into the sea. In your letter of 22d September last to Messrs. Binny and Co. you say that the sea is stated to have been smooth on the date of occurrence, 11th July, but there is no doubt that very often in that month there is a considerable swell on this coast and the fact of the casks striking against the ship's side seems to me to raise some presumption that there was, at any rate, some swell on the date in question. Messrs. Binny and Co. allege in their letter of 19 October 1897 to you that there was a heavy swell in the harbour whilst the cargo was being discharged and that the boats could not be closely moored to the steamer's side and were ranging all the time they were alongside. All you say in reply to this is that you are not satisfied that the loss of the casks can be attributed to the action of the sea.

6. On the meagre evidence there is before me as to the question of fact I am inclined to think that the casks were lost by an accident of the sea and I could not advise Government to resist the claim for freight on the 2 casks of cement without very much stronger evidence than is before me as to the calmness of the sea in the Harbour on the 11th July.

7. As to the 2 shells lost overboard from the "Hilwa" the case is quite different as the shells were shipped from Bombay to Madras under a totally different Bill of Lading from that in the previous case. It is true that in this case it is alleged that the shells were lost through an accident of the sea but I do not think it is really necessary to consider this point, for, under the exceptions in the Bill of Lading in this case are included acts, neglects and defaults of

of the Master ~~of~~ or Mariners or other servants of the Company. Taking it therefore that the 2 shells were lost through the negligence of the Company's servants the company would not be liable for such loss.

8. The case of the 2 Boxes of shells lost from the "Manora" is, so far as the Bill of Lading is concerned, similar to the case of the "Rewa" and the question here to be considered is one of fact. It is alleged that whilst lowering a basket sling of 7 cases shells into a boat, the winchman lowered it with a run when the chain unhooked itself and the basket slanted to one side of the boat and two cases rolled out into the sea and sank. I must confess that I do not quite understand why, if the sling was lowered with a run, the chain should unhook or the basket slant, unless the basket struck the side of the boat and this is not alleged; one would imagine that, under such circumstances, the basket would go direct and rapidly to the bottom of the boat. But, independently of this, there

seems to be some question whether the 2 cases in question were in fact lost before they were delivered by the ships, for, in their letter of 25 May 1897, to the Agent for Government Consignments, Messrs. Binny and Co. say that the master of the "Mancora" writes that he holds full receipts for 246 packages "Ordnance Stores" which include the 214 shells. In his letter of 26 May 1897 to Messrs. Binny and Co., the Agent for Government Consignments says that the granting of incorrect receipts by the Contractor (the Government Contractor) does not relieve the vessel of responsibility for the loss, which no doubt is strictly true but, it raises a very strong presumption, which would have to be got over, that the stores were correctly delivered to the contractor. However in their letter of 29 October 1897 Messrs. Binny and Co. state that the Company's Agents in London advise them that the two cases of shells rolled out of the

the cargo boat after they left the ships' gear. This may seem somewhat extra-ordinary in the absence of explanation but it would fully account for the fact if, as is no doubt the case, it is a fact no mention was made in the receipts granted by the Government Clerk after discharge, of any cases having gone over-board. The Clerk would have known that the ships' liability for the cases had ceased and therefore gave full receipts as stated by the Master of the "Mancora". The only evidence in favour of Government is very slight and in my opinion, unreliable, and I cannot therefore advise that the claim for freight in this case should be resisted.

9. I return the papers you sent me and also the copy "Conditions" left with me by the Agents for Government Consignments.

I have &c

(Sd) Ernest Barclay
Governmt. Solicitor

(True copy)

H A Bambury
for Presy. Port officer

E.A.H.

Encls 21
101/28

INDIA OFFICE, STORE DEPARTMENT.

CONDITIONS FOR FREIGHT AND CONVEYANCE OF STORES.

NOTE.—*The term "Owner," used in the following Conditions, is to be understood as signifying the registered Owner or Owners, or the person or persons on whose behalf the Vessel is tendered.*

1. The Vessel is to be tight, staunch, strong, fully equipped, efficiently manned, and in every way fitted for the voyage, and must sail under the British Flag. She must be properly laden, and to a safe draught of water.

2. No Vessel which is not classed A 1 at Lloyd's, or which does not hold a Board of Trade Passenger Certificate, will be accepted without survey. The Secretary of State for India in Council, however, reserves to himself the right of having any Vessel surveyed, and of rejecting any Vessel without assigning a reason.

3. Should the Vessel not be ready to load, or to sail, by the dates stated in the Tender, the Owner will be liable to pay to the Secretary of State in Council the sum of 10*l.*, as liquidated damages, for each day's delay in either event,—provided the delay shall not have been caused by any default on the part of the Government. The Secretary of State in Council may deduct these damages from the amount payable for freight.

4. The Stores will be sent alongside the Vessel in the loading Dock mentioned in the Tender as soon as practicable after the day fixed for loading. The Owner will receive, tally, and stow the Stores as they are sent alongside, and will hold the Secretary of State in Council free from all claims for demurrage on steamer, craft, or wagon alongside.

5. The Owner is to provide all necessary machinery, tackle, &c., and to bear any other expenses (including enlargement of hatchways, &c.), that may be required for taking and securely stowing the Stores on board and delivering the same overside in India.

6. Acids, or other Stores to be kept on deck, must be stowed to the satisfaction of the Officers of the Store Department.

7. Vessels carrying Malt Liquor must be ventilated to the satisfaction of the Surveyor appointed by the Secretary of State in Council. Malt Liquor is not to be stowed by night, except with the sanction of the Surveyor. In iron Vessels it must be stowed in the lower hold, and in Steam Vessels forward of the engines. The coins for its proper stowage, and all the dunnage wood used on board the Vessel, must be approved by the Surveyor.

8. Gunpowder, ammunition, or other explosives, as defined by Sec. 3 of the Explosives Act, 1875, must be stowed in accordance with Admiralty Regulations; and all magazines provided by the Owner under these Regulations must be approved by the Surveyor appointed by the Secretary of State in Council.

Notice in writing must be given to the Superintendent of the India Store Depôt, Belvedere Road, Lambeth, three clear days before the Vessel will be ready to receive the Stores mentioned in this Clause.

9. No petroleum, guano, green hides, creosote or creosoted goods, or other deleterious cargo, are to be shipped on private account in Vessels engaged to carry Malt Liquor, Provisions, or Medical Stores. No gunpowder, ammunition, or other explosives, as defined by Sec. 3 of the Explosives Act, 1875, matches, fuzees, or dangerous chemicals, are to be shipped in any Vessel on private account except under a certificate from the Surveyor appointed by the Secretary of State in Council, permitting the shipment of such explosives or dangerous stores, which must be stowed to the satisfaction of such Surveyor, and in accordance with Admiralty Regulations. Coals or Coke are not to be taken in Vessels carrying Malt Liquor, except under like permission and certificate of the Surveyor, unless, in iron Vessels, they are stowed in a separate compartment. In the event of a breach of all or any one of the provisions of this Clause, the Owner will be liable to forfeit the freight, and to make good all loss or damage sustained by the Secretary of State in Council.

10. Bills of Lading, in the annexed India Office Form, shall be signed by the Master, or by the Owner or his accredited Agent, and shall be conclusive evidence of the quantity and weight of cargo received. In London they are to be signed at the India Store Depôt, Belvedere Road, Lambeth.

11. Should the Owner fail to take by the Vessel named any portion of the Stores sent alongside by the date for sailing named in the annexed Tender, the Secretary of State in Council shall have the right to forward the Stores so not taken by any other Vessel or route, and to charge to the Owner, or deduct from the amount payable for freight, any demurrage and additional freight he may incur by so doing, and also all other additional expenses of whatsoever kind caused by or arising out of the Owner's default.

× **12.** The Stores will be taken from alongside the Vessel in India by the Officers of Government, upon twenty-four hours' notice given to them by the Master that he is ready to deliver; and the Stores shall be delivered as the Officers of Government may direct, and into boats alongside or on to wharves or jetties as they may require.

13. Subject to the performance of the Contract in accordance with the foregoing provisions, and with the annexed Tender, freight will be payable as follows; viz., four fifths thereof in England within 21 days after the Bills of Lading are signed and the Vessel has left the port; and the remaining one fifth shall, subject to the deductions herein-after mentioned, be payable in India in Indian currency (at the rate of exchange of 1.6½ ~~1s. 6d.~~ per rupee) to the Master or his order, on production of a certificate of the Officers of Government of the due delivery of the Stores, according to the tenor of the Bill of Lading, and in accordance with these Conditions. In the event of any loss being sustained by Government by reason of any injury to the Stores, or of any deficiency in the quantity delivered, not covered by the printed exceptions in the Bill of Lading, the Government may deduct the value of such loss at the above rate of exchange from the portion of the freight payable in India, or, if necessary, recover the same from the Owner. If the freight, together with any other freight payable in respect of any other Stores shipped by the Secretary of State in Council on board the Vessel, for the same voyage and port, does not exceed 50*l.*, the whole will be paid in England. No charge will be allowed under the head of "primage."

14. Claims for contribution to average are to give no lien on the Stores, which are to be delivered in accordance with these Conditions, notwithstanding any such claims. If a claim for contribution be made in India, it will be referred to the Secretary of State in Council previously to any payment becoming due in respect thereof.

15. The Owner is not to be a member of the House of Commons; such person being, by Act 22 Geo. 3, cap. 45, neither alone nor jointly with any other person, competent to enter into the Contract, which will be

Copy 1574/92

made upon the condition that no such member is to be admitted to any share or part thereof, or to any benefit or advantage to arise therefrom. This will not, however, extend to any incorporated trading company tendering in its corporate capacity for the benefit of such company.

N.B.—*The Secretary of State for India in Council reserves the right of rejecting any and all Tenders without assigning a reason.*

[*All blanks must be filled up by the Tenderers.*]

TENDER FOR FREIGHT AND CONVEYANCE OF STORES

FROM London TO Madras *viâ* Canal.

Name of Vessel, and of Owner.	Class, and in what Register.	If Board of Trade Certificate, Date when it will expire.	Gross Register Tonnage.	Nominal Horse Power.	Dock where now lying, and where to load.	When Vessel will be ready			Intermediate Ports, if any, at which Vessel will call.
						For survey.	To load.	To sail.	
Coromandell	P.O.	Yes–	4359	800	R.A. Dock		any day 15 January	22	usual ports

On behalf of the Owner,* we do hereby offer to convey, for the Secretary of State for India in Council, upon the above Conditions, the under-mentioned estimated quantities of Stores by the above† Steam Vessel, from London to Madras, *viâ* Canal, at the following rates:—

† Steam, or Sailing.

Tons estimated.		Description of Stores.	Rate of Freight, per Ton.	
Weight.	Measurement.		Weight.	Measurement.
1/5	20/40	Sundry ordinary stores stationery &c &c drugs	25/–	30/–

And we agree to abide by this Tender, should its acceptance be signified to us within *three days* after the day appointed for its receipt.

Should we withdraw this Tender before the expiration of such three days, we agree to pay, as liquidated damages by reason thereof, the sum of five shillings per ton for every ton of the above estimated quantities of Stores.

Signature, Escombe Bros & Co, Brokers.*

Address 3 East India Avenue

Dated the 12 January ~~188~~ 1892

‡ do hereby authorize to agree with the Secretary of State for India in Council, for the Freight and Conveyance of the above Stores, on the above Terms and Conditions.

‡ To be signed by the Owner, unless the Broker attaches to the Tender an authority from the Owner to sign on his behalf.

Signature, __________, Owner.

Address __________

Dated the __________, 188 .

To the Secretary of State for India in Council,
India Office, London.

---

* The words "On behalf of the Owner" are to be struck out, and the word "Owner" substituted for "Brokers," if the Vessel is tendered directly by the Owner.

INDIA OFFICE FORM OF BILL OF LADING.

SHIPPED in good order and condition by the Secretary of State for India in Council, on board the Vessel called the whereof is Master for this present Voyage and now lying in and bound for

being marked and numbered as in the Margin, and are to be Delivered in the like good order and condition at the aforesaid Port of (the Act of God, the Queen's Enemies, Fire, and all and every other Dangers and Accidents of the Seas, Rivers, and Navigation, of what nature and kind soever during the said Voyage, always excepted), unto the there resident, or to their Assigns, *Freight* being payable at the rate and upon the terms mentioned in the Agreement for the conveyance of the Stores.

In witness whereof the Master of the said Vessel hath affirmed to Three Bills of Lading, all of this Tenor and Date. The one of which being accomplished, the other Two to stand void.

Dated in the 188

[TENDER FOR FREIGHT AND CONVEYANCE OF STORES TO INDIA.]

To the

Secretary of State for India in Council,

India Office,

Whitehall,

S.W.

Marine (1898) Department.

Q

No. 67 E.S 1-2-98 **CURRENT No.** 101

Rea
(1) from Messrs Binny & Co
No — d/ 3 Dec 97
(2) " ie Govt. Solicitor
No 30 d/ 18 Jan 98
(3) " P.S.O. No 31 G d/ 19
January 1898.

Memo

~~Ord~~

It would appear from
correspondence quoted
that it is scarcely
ible to fix, on ship
ers, liability for loss of
rgo. The [illegible] U/S is
ected to request that the
S.O will be so good as to
ate whether, in his opinion,
would be any use to
ave on board, during
nloading, a recognised re-
presentative of the Con-
ignee. It is thought
that this would induce
more care on the part of
the Ship's crew.

Y. I. S.

L.S.
The P.P.O. Sd 2/2/98.

From

The Presidency Port Officer,
Madras

No. 31 G

Dated 19 January 1898

Received
Registered } 24-do —

Enclosures 21

Spare copies

SUBJECT.

Forwarding with remarks copy of opinion from the Government Solicitor on the several claims of Government against the British India Steam Navigation Co. for short delivery of cargo ex the steamers "Rewa", "Kilwa" and "Manora"

BACK PAPERS.

No.	Date.

FURTHER PAPERS.

No.	Date

No. 794

Presidency Port Office,

Madras, 24 February 1898.

Heading

From

Commander H. A. Street R.I.M.
Presidency Port Officer,
Madras,

To

THE SECRETARY TO GOVERNMENT,
MARINE DEPARTMENT,
CHEPAK.

Sir,

In reply to Marine Department Memorandum No 69.E. dated 1 February 1898, I have the honor to state that, I do not consider it would be any use to have on board during unloading a recognised representative of the consignee, for the reason, that it would be tantamount to relieving the landing Contractor of his responsibility in respect to the packages to be taken charge of by him, and I fail to see how the presence of a recognised representative of the consignee would induce more care on the part of the ships crew, for he would not be in a position to exercise any authority on board, and if he interfered while a sling of cargo was being lowered over the Ship's side any accident that might occur would be attributed by the Ship's people to his interference.

2. Up to date reckoning from 1st April 1888 the recoveries for losses have been as follows:-

From Agents of Vessels — Rs 13,133
From Landing Contractor „ 1078

and the loss borne by Government Rs 2930. The average loss for the past ten years has been therefore about Rs 300 per annum in round numbers, and this sum by no means represents what would have been paid for insurance if Government Consignments had been insured. The view taken by the Government Solicitor on the cases raised by Messrs Binny and Co will render it very difficult to effect any recoveries in future on account of losses sustained while Government cargo from England is being discharged.

In the case of consignments shipped in India to be discharged at an Indian port no recovery is possible as the Bill of Lading exempts the Steamer Agents from all blame.

I have the honor to be
Sir
Your Obedient Servant

Commander R. I. M.
Presidency Port Office

E.A.H.

Marine DEPARTMENT.

C. Nos 1560 of 1897,
101 of 1898 &
206 of 1898.

~~HIS EXCELLENCY THE GOVERNOR.~~
THE HON'BLE SIR HENRY BLISS, K.C.I.E.
~~THE HON'BLE MR. GROSE, C.I.E.~~

SUBJECT.

Claims against Govt for freight on account of short delivery of cargo.

FOR ORDERS.

x flag N.

We must accept our Solrs advice –
HB

The correspondence read above relates to claims against Government for freight on account of short delivery of cargo ex steamers "Rewa," "Kilwa" and "Manora" belonging to the B.I.S.N.Co.

In his letter No.30 dated 18th January 1898, the Government Solicitor states the cases clearly and as concisely as possible.

It will be seen that in each of the three cases, his advice is that Government should accept liability for loss, the conditions of the bills of lading being in favour of the -- owners.

As regards the "Rewa", the Agents contend that the loss was due to an accident of the sea, there having -- been a heavy swell. The Presidency Port Officer is "not satisfied" that the loss can be attributed to this cause. The question thus becomes one of fact, and the evidence against that afforded by the Captain's certificate as to a rough sea is not -- sufficient in the Government Solicitor's opinion to resist the claim for freight.

In respect to the "Kilwa", the loss is attributed to the same cause, viz, an accident of the sea, but in this case the exceptions in the bill of lading are so wide that it is not necessary to consider this plea. The ship is not liable even if the loss has been occasioned by the negligence of the Company's servants.

The loss by the "Manora" is similar to that by the "Rewa", and the question of fact comes in. The Government Solicitor is of opinion that the evidence in favour of Government is very slight and unreliable, and he does not advise that the claim for freight should be resisted.

As regards accidents by sea, the Agents contend that by mercantile -- usage, the master of the ship is the judge of the state of the sea, and that his certificate is always accepted in these cases as evidence of a ship's non-liability for loss, and that even in the case of ordinary -- merchandise which has been insured, the

the Commander's certificate is sufficient to substantiate a claim on the underwriters.

It is thus rarely possible to fix loss on ships' owners, and the -- only remedy seemed to be to have a recognised representative of the -- consignee on board during unloading. This was suggested to the Presidency Port Officer, who however objects on the ground that it would lessen the responsibility of the landing contractor and the ships crew; but he -- makes no alternative suggestion.

It might perhaps be ordered as a check on Commanders' certificates, that an official daily record of the state of the sea in the harbour --- should be maintained. There seems little prospect of Agents altering the conditions of their bills of lading in favour of Government.

Yes — while Govt. stores are being shipped & landed. Possibly doesn't the landing contractor keep a better look out? and why should he not be held responsible for the shells lost for which he actually gave receipt?

H.S.
21/3/98

R.S.

M. 19.3-98

CHW
17.3.98

B
[illegible] orders

Marine **DEPARTMENT.**

Papers to be real in Proceedings :—

Again G.O., dated 189 , No.
Again G.O., dated 189 , No.
Current No. 1560 of 1897, dated 3rd December , from Messrs. Binny & Co.
" " 101 " 1898, " 24th January , " the P.P.O.
" " 260 " 1898, " 28th February, " the P.P.O.

ORDER. No. 229 Marine 28.3.98

The correspondence read above relates to claims against Government for freight on account of short delivery of cargo ex steamers "Rewa", "Kilwa" and "Manora" belonging to the B.I.S.N.Co.

2. His Excellency the Governor in Council, after careful consideration of the circumstances, is of opinion that the loss in each case should be accepted, and the freight bills of the Agents paid in full. This decision will be communicated to Messrs. Binny & Co. by the Presidency Port Officer.

3. An official daily record of the state of the sea in the harbour should, if possible, be maintained as a check on Commanders' certificates. ~~If there is any difficulty in doing this, the record should be kept~~ at any rate while Government stores are being landed or shipped.

The

4. The Presidency Port Officer will report whether more responsibility cannot be fixed on the landing contractor, and why he cannot be held -- liable for the loss of the shells for which he actually gave a receipt.

R.S.

23.3.98

The Presidency Port Officer.

I Reminder sent 5.7.98.

S/d 28/3/98

C. No 101

C. No 260

229 M 28.3.98

For orders.

For statement of the case, please see note d/ 28 Jan 98 - last paper on the file of Memo No 69 E. d/ 1 Feb 98.

The P.P.O does not favour the suggestion made in this Memo.

R.S.
2 Mar 98

2.3.98

The losses in the present cases must evidently be accepted. It would be some check if Commanders daily record of an official record of the state of the sea in the harbour were kept. I presume vessels from Ports in India will not ship cargo on any other terms than those which absolve them from all liability & it is not much use asking for an exception in favour of Govt. The losses

Ch. 101

?

For orders.

The circumstances connected with these claims for loss of Cargo are fully reviewed in the Govt. Solicitor's letter - Flag A. and in each of the three cases his advice is that Govt. should accept the liability for loss. The advice seems sound in these particular cases - the conditions of the bills of lading being in favour of the owners.

The losses per "Rewa" and "Kilwa" are said to have been due to "Accidents of the Seas" and to be covered by the bill of lading in each case, which exempts the Ship from liability for loss due to such causes. Thus, the only question here is - who is to be the judge of the state of the sea at the time. The Agents contend that the Master of the Ship is the proper person, and

that this is in accordan
with mercantile usage
If this be so, there is
nothing more to be said
but this is a point on
which the P.S. officer is
silent. He should perhaps
be asked to advise on th

Further as regards
the loss per "Kilwa", the
bill of lading signed
in Bombay is all on
the side of the owners.
It is difficult, under
the terms of this docu-
ment to conceive a
case in which they would
be liable for loss of any
kind.

The question thus
arises whether Govt. Stores
should be shipped under
such conditions. Upon
this question also the
advice of the P P O seems
necessary

R.S.
28 Jan 98.

It is clearly possible
to fix loss on ship
owners. The only remedy
is to have ~~an official~~ a
recognised representative
of the Consignee on board
during unloading. This [illegible] been more careful