

4-10-12

Marine
~~Public~~ Works (1898) Department.

G.O., No.

629 Mar

DATED

20 Mar '98

[Despatch Abstract.]

Landing Contractor, Observing that
discrepancies in receipts granted for goods
are not infrequent, & call for remedy, so far
as the Govt Consignments are concerned, and pointing
out that the — will, in future, be held responsible
for any missing articles for which he has given
a receipt.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.
	X109268						
	3872.	Mar:	16-7-98				

CURRENT No. 879

The Presidency Post Office
Madras.

No. 233 *4*

Dated 4th July 1898

Received

Registered

Enclosures

Spare copies

SUBJECT.

Stating that it would
be unfair to recover from
the Contractor the value
of 2 cases of shells fell
into the sea from the
Ss. "Manora".

No.	Date.
~~511077-698~~	
~~203502-698~~	
~~502299-283-98~~	
~~1529912-3-98~~	
~~501599-13-98~~	
~~264999~~	

D. M. W. 1998

Madras, 4th July 1898.

From

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

To

THE SECRETARY TO GOVERNMENT,
MARINE DEPARTMENT,
CHEPAK.

Sir,

Sir, With reference to the first part of para 4 of G.O. N:229, Marine, dated 28th March 1898, I have the honor to state, for the information of Government, that in future contracts more responsibility can be fixed on the Landing Contractor should Government desire it, but the Government must then be prepared to sanction higher landing charges than are now paid, for no Contractor is likely to take up a contract unless he sees that it is likely to be a paying concern to him.

2. With respect to the question why the Landing Contractor cannot be held liable for the loss of the shells for which he is said to have granted

a receipt, I beg to point out ^{that} as it is an undisputed fact that the 2 cases of shells in question fell into the sea while in the act of being discharged from the vessel, I do not consider that their value could be either legally or properly recovered from him even assuming that he did grant a receipt for them. It is impossible to guard against incorrect receipts being given for stores either on being shipped or landed, and in the present case the Contractor appears to have landed 435 packages for various departments, whereas the receipts held by the Steamer's Agents are for 405. The Agents state that of this number 246 were Ordnance Stores, but according to the receipt only 115 packages for the Ordnance Department were landed. Under these circumstances, it would be in my opinion manifestly unfair to saddle the Contractor with the loss of the shells in question even had they been lost overboard through his negligence.

3. The delay in replying to the reference on the subject is due to a reference having to be made to the London Agents of the Steamer "Marrora" regarding the receipts granted by the Landing Contractor. The reply was duly received on the 29th June 1898.

I have the honor to be,

Sir,
Yours obedient servant,

J. A. Thurtell
Commander, R.N.M.
Presy. Port Officer

[43 / 509]

C. No. 879 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.

Landing contractor's liability
for the loss of Government stores
in the Madras Harbour.

FOR ORDERS.

Relay A

In para 4 of G.O. 229 Marine d/
28th March 1898 the following points
were referred to the Presidency Port
Officer for report:-

- (1) whether more responsibility can
be fixed on the landing con-
tractor, and
- (2) why he cannot be held liable for
the loss of the shells for which
he actually gave a receipt.

2. The Presidency Port Officer --
now replies as regards (1) that it
can be done, provided Government is
prepared to enhance the rates of --
landing charges so as to cover the
increased risk, for no contractor is
likely to take up a contract unless
he sees that it is likely to pay. In regard to (2) he
states that it is an undisputed fact
that the two cases of shells in --
question fell into the sea while --
they were being discharged from the
vessel, and that therefore he does
not consider it either legal or just,

to

H.M. 15.7.98 R. 18.7.98

to recover their value from the
landing contractor.

3. As regards the contractor's
receipt for the shells in question,
it would appear that there were
several discrepancies in receipts.
~~and~~ ^{and} it is probable that these discre-
pancies are of frequent occurrence.

This casual state of things
must be remedied, as far
as Govt consignments are
concerned, ~~that he must be~~
by warning the Contractor
that he will be held re-
sponsible for any missing
articles for which he has
given a receipt - The present
method of giving receipts seems
a farce.

W. H. L.
15.7.98

Yes - If he gives a receipt
he must be held responsible
for producing the goods. He
must clearly understand this

W. H. L.
16/7/98

Papers to be read in Proceedings:-

Again G.O., dated

Again G.O., dated

Current No. 879

" "

" "

189 , No.

189 , No.

of 1898, dated 7th July, from the P. P. O.
" 189 , " , "
" 189 , " , "

ORDER. 629 Marine d/20 July 1898

The letter read above is
a reply to para 4 of G. O.
229 Marine dated 28th March
1898 in regard to the responsi-
bility of the landing contractor
at the port of Madras.

2. It would appear that
discrepancies in receipts grant-
ed for goods are not infrequent.
His Excellency the Governor in
Council considers that this
state of things should be
remedied, so far as Govern-
ment consignments are con-
cerned. The contractor must
be made to understand
clearly that he will in
future be held responsible
for any missing articles
for