# Marine (1899) Department.

G.O., No. 333 Mar.

DATED 18 April 99

√

R. F. Lossmay
23-5-99

(Despatch Abstract.)

Damage to Govt. Cargo ~~Government Stores~~ landed from the S.S. "Manora"

Considering that the loss caused ~~sustained~~ by the damage to certain bales of clothing landed from the S.S. "Manora," it must ~~apparently~~ be borne by Govt. & requesting the Superintendent, Army Clothing, to report whether he sees reason for proposing to the Home Authorities that the precautions suggested by the Landing Contractor in regard to the secure packing of clothing should be taken.

18/4/99

[illegible]

BACK PAPERS.

| G.O. | No. | Department. | Date. | G.O. | No. | Department. | Date. |
|---|---|---|---|---|---|---|---|
| | 309 | Ma. | 3.8.94 | | | | |

FURTHER PAPERS.

| G.O. | No. | Department. | Date. | G.O. | No. | Department. | Date. |
|---|---|---|---|---|---|---|---|
| | 455 | Ma. | 23.5.99 | | | | |

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# Government {1899} of Madras.

## MARINE.

Recd.
}1899.
Regd.

Enclosures

Spare copies

## G.O., No. 333, 18th April 1899.

## APRIL.

### Damage to Government cargo landed from the S.S. "Manora"

Considering that the loss caused by the damage to certain bales of clothing landed from the S.S. *Manora* must be borne by Government, and requesting the Superintendent, Army Clothing, to report whether he sees reason for proposing to the Home authorities that the precautions suggested by the landing contractor in regard to the secure packing of clothing should be taken.

## GOVERNMENT OF MADRAS.

## MARINE DEPARTMENT.

Read—the following papers :—

From the Presidency Port Officer, Madras, dated 17th February 1899, No. 63 G.
" " " " 13th March 1899, No. 253/99 G.

Order—No. 333, Marine, dated 18th April 1899.

The correspondence read above relates to the damage by wet of certain clothing for the Army Clothing Department, landed at Madras per steamship *Manora* on the 29th November last.

2. Some portion of the cargo discharged on that day was left in the boats all night, as the boats reached the pier too late to have their contents hoisted up. The night was wet and stormy, and the bales of clothing left in the boats got damaged.

3. The Survey Committee arrived at the following conclusions :—

(i) The ship was partly liable for damages, inasmuch as she discharged cargo during the prevalence of rain ; and

(ii) The landing contractor was also liable as, by the terms of his contract, he was bound to take every possible precaution to protect Government stores while in his charge.

4. The Presidency Port Officer disagrees with the Committee as to the ship's liability. He considers it unlikely that the covering of the bales was penetrated by rain during the short time requisite for removing the goods from the ship's hold to boats, when the ship's responsibility ceased. The damage, he thinks, occurred after the bales had been placed in the boats and in consequence of the heavy rain and rough sea subsequently experienced.

5. The landing contractor, it would appear, took all possible precautions, and no liability can attach to him.

6. Under these circumstances the loss must be borne by Government.

7. Attention is called to the accompanying extract marked A from the letter of the landing contractor, dated 31st December 1898, in which a suggestion is made that clothing might be more securely packed at Home. The Superintendent, Army Clothing will, with the permission of the Lieutenant-General Commanding the Forces, report whether he sees reason for proposing to the Home authorities that the proposed precautions should be taken.

(True Extract.)

Under Secretary to Government.

To the Presidency Port Officer, with seven enclosures.
" Deputy Adjutant-General, Madras Command, for the information of the Lieutenant-General Commanding the Forces, with extract A from the landing contractor's letter.

Exd. T. K. Narayana Aiyangar.

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A

Marine ~~Public Works~~ Department.

## PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following

Letter from / the Presdy Port officer, Madras No 63 G of 17 Feby 189
Lw / do No $\frac{253}{99}$ G of 13 March 1899.

18

No 333 mar dy 18.4.99

The Correspondence read above relates to the damage by wet of certain clothing for the Army clothing Department, landed at Madras per Steam Ship "Manora" on the 29th November last.

2. Some portion of the Cargo discharged on that day was left in the boats all night as the boats reached the pier too late to have their contents hoisted up. The night was wet and Stormy, and the bales of clothing left in the boats got damaged.

3. The Survey Committee arrived at the following conclusions:—

(i) The Ship was partly

(40—4,000—2-11-95.)

partly liable for damages inasmuch as she discharged cargo during the prevalence of rain; and

(ii) The Landing Contractor was also liable as, by the terms of his Contract, he was bound to take every possible precaution to protect Govt Stores while in his charge.

4. The Presidency Port-officer disagrees with the Committee as to the Ship's liability. He considers it unlikely that the covering of the bales was penetrated by rain during the short time requisite for removing the goods from the Ship's hold to boats, when the Ship's responsibility ceased. The damage, he thinks, occurred after the bales had been placed in the boats and in consequence of the heavy rain and rough sea subsequently experienced.

5. The Landing Contractor, it would appear, took all possible precautions, and no liability can attach to him.

6. Under these circumstances the loss must be borne by Government.

7. Attention is called to the accompanying extract marked A from the letter of the Landing Contractor, dated 31st December 1898, in which a suggestion is made that clothing might be more securely packed at home. The Supdt. Army Clothing will, with the permission of the Lt General Commanding the Forces, report whether he sees reason for proposing to the Home Authorities that the proposed precautions should be taken.

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Hay 7

L.J.

17/4/99

To

The P.P.O
with 7 enclosures.
" by Adjutant Genl Madras Command for the information of the Lt Genl Commg. the Forces with extract A from the Landing Contractor's letter.

D
1/5/99

33 C/16 1

Marine DEPARTMENT.

READ the following:—

Letter from the Presidency Port Officer, Madras, No. 63 G., dated 17th February 189

Letter from the Presidency Port Officer, Madras, No. $\frac{253}{99}$ G., d/13th March 189

33 C

Damage to Army Clothin

Stores

Circulated to

His Excellency the Governor.

FOR ORDERS.

The S.S. "Manora" arrived in th

Madras Harbour on the 28th of

November last with a large consign

ment of Government Cargo on boa

for this port. A part of the consign

ment consisted of Clothing Store

for the Army Clothing Department.

This consignment was discharged o

the 29th, i.e. the following day.

2. Some portion of the cargo

discharged on that day was left

in the boats all night, as the boat

reached the pier too late to have

their contents hoisted up. The

night was wet and stormy, and

the bales of clothing left in the boat

got damaged.

3. The Survey Committee arrived

at the following Conclusions:—

(1)

+ Flag I.

(1) The Ship was partly liable for damages inasmuch as she discharged cargo during the prevalence of rain, and

(2) The landing Contractor was also liable as, by the terms of his Contract, he was bound to take every possible precaution to protect Government Stores while in his Charge.

3.4 The Presidency Port Officer disagrees with the Committee as to the Ship's liability. He considers it unlikely that the Covering of the bales was penetrated by rain during the short time requisite for removing the goods from the Ship's hold to the boats, when the Ship's responsibility ceased. The damage, he thinks, occurred after the bales had been placed in the boats and in Consequence of the heavy rain and rough sea Subsequently experienced.

4.5. The Landing Contractor took all possible precautions, and no liability can attach to him.

& Flag I'

II.

1. I agree.
2. Attention is called to page 4 of the letter of the 31st Dec. 1899, from the Landing Contractor, where a suggestion is made that the clothing might be more securely packed. Col. Harvey-Kelly might be asked if he sees reason for proposing this to the Home authorities.

A.E.H.
30.3.99

1898?

6. The loss must therefore, apparently, be borne by Government. Perhaps the Govt. would like to have a legal opinion in the matter before coming to a decision; but I do not expect that Govt. will be able to recover the loss either from owners of the ship or from the landing con-tractor.

R.S.

21/3/99

# Marine (1899) Department.

**CURRENT No.** 231.

Orde 378 G/25

**Order**

**From**

The Presidency Port Office
Madras

No. 63 G.

**Dated** 17th February 1899.
**Received** } 18
**Registered** }
**Enclosures** 9
**Spare copies**

## SUBJECT.

Forwarding for orders of Government correspondence that certain clothing stores landed per S.S. "Manora" were found damaged by rain.

## BACK PAPERS.

| No. | Date. |
|---|---|
| 404 Mar | 23-9-89 (SC) |
| 119 " | 25-3-89 (SC) |

## FURTHER PAPERS.

| No. | Date. |
|---|---|
| ~~7~~ 378 | 99 |

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7

Madras 31st December 1898

Through the Agent for Government Consignments

To

The Presidency Port officer
Madras

Sir,

Re. Damage to Clothing stores
ex SS "Manora" - November 1898

On the above subject I beg to offer the following explanation:-

The SS "Manora" brought out for Government 1344 2600 packages including $\overset{471}{500}$ bales army clothing. She remained in harbour 2 days, November 28th & 29th. On the 28th she discharged nearly half this consignment, and, notwithstanding slight rain that fell off and on that day, this quantity was hoisted on to the Pier all safe. On the 29th, as the remainder of the consignment was being discharged into boats, heavy rain set in all on a sudden with a rough sea, and the weather conditions soon became "cyclonic". The ship, however, kept flying Flag G. and discharging the remainder of the consignment in which was included the 500 Bales above specified.

tor to Govt Stores

I then drew the attention of the Preventive officers onboard to the state of affairs, and their reports will bear out the fact of the landing being effected under the gratest of difficulties and during continuous rain, and consequences of this I almost anticipated when onboard. I hastened ashore at once and reported matters at the office of the Agent for Government consignments. There was then a general rush of boats with cargo alongside of the Pier from all the vessels in Harbour, and as conditions pointed to a storm developing I feared some of my boats laden with government cargo might be compelled to lay alongside overnight, and that most serious results might follow. I therefore moved ~~the~~ the Agent's office to prevail upon the Pier officials to give precedence if possible to government cargo, but this was of no avail, the pier authorities adhering to their long-standing "system" or "custom", which is "first came first hoisted" - whether government cargo or other cargo. As a matter of consequence 5 of my boats laden with clothing bales and other government goods were detained overnight while a heavy swell was on with a rough sea, and of these, boat No. 230 broke loose from its

its moorings early on the 30th morning (5. A.M) and was driven ashore along with others which also shared the same fate. Boat No. 230 was in imminent risk of getting swamped but with additional coolies and with extraordinary efforts we managed to beach her and I had the Bales in her removed at once. There were 13 Bales of clothing in this boat.

Now as to my responsiblity over the Govt. cargo thus discharged from ship and detained alongside of the Pier overnight I would point out that I had used every precaution that was required of me and that was possible under the circumstances for the due protection of the stores. Each boat of mine was supplied with 4 Tarpaulins, but the tarpaulins both in the boats and in the Pier Trucks were constantly at the mercy of high winds which prevailed then. Frequently they were blown away from the trucks and Pier, coolies had to run to their rescue and replace them over the bales. I personally watched things both on the beach and on the Pier, and at every slightest cessation of rain I got the trucks emptied and the goods removed safely into the Harbour shed opposite to marine Gadown. For the protection of the goods contained in the 5 boats detained.

to Govt. Stores

detained overnight alongside of the Pier and for the safety of the boats as well I employed at extra expense two men in each boat to bale out water and keep watch at night.

The departure of steamers from the Harbour and the suspension of shipping and landing operations under orders of the Deputy Conservator of the port will afford strong evidence of the extreme difficulties under which landing was effected on 29th Novr.

I would here draw your attention to the fact that while cargo for other departments landed at the same time and precisely under the same conditions and difficulties sustained no damage, it was only the clothing bales that suffered. This I think very forcibly indicates that the present method of packing clothing stores is not as effective as could be desired in order to avert the consequences which ensued in the present case. Ordinary cotton goods for private merchants, stationery for Government, and other articles which will not stand comparison in point of value to army clothing stores are sent in wooden case inlined with tin whereas clothing stores of immense value are sent out in jute packing with waterproof paper in some cases.

ector to Govt. Stores

I submit, all things considered, that the damage in question is not due to any laches, default, negligence or other cause whatsoever on my part in the terms of my contract, for I can produce overwhelming evidence of all the precautions I took in the present case which it was possible to do. On the other hand the damage I submit is due to circumstances over which neither I nor any other human being could have exercised any control, namely the Act of God and other dangers and accidents &c by which shippers are generally protected by Bill of Lading, and I respectfully submit I should not be held responsible for the loss.

In conclusion I would bring to your notice that Mr Razario of the agents office was frequently seen on the Pier on the 28th & 29th November, apparently watching events in the interests of Government and from what he saw for himself he should be able to testify to the extraordinary efforts put forth by myself and my staff to prevent the damage that ~~has~~ has inevitably resulted in the present instance.

I beg to remain, Sir,
Your Obedient Servant

D. Gooroonath Singh
Landing Contractor to Govt Stores

## Office Note.

The Committee in fixing blame on the Ship, and on the Landing Contractor have not taken into consideration the exceptional circumstances under which the landing was effected. No warning of bad weather was received from Calcutta, but at 2 p.m. the state of the weather became so threatening that the Deputy Conservator of the port hoisted the Danger Signal. This was followed by cyclonic rain, and a heavy sea outside, which, in the semi-protected state of the Harbour, resulted in a rough sea inside the Harbour. Owing to the quantity of boats employed by various persons, it was impossible to get all the boats discharged, and they had to ~~be~~ lie afloat laden through the whole of a somewhat stormy night. As regards tarpaulins, the Contractor hired a large number in addition to those supplied by the Agent for Government Consignments, who only maintains a supply to meet probable requirements and which supply has always been equal to those requirements for the past 10 years. The boats were well covered, and they were of the same class as used by all mercantile people. These boats are certified to be in good condition by the Deputy Conservator's department.

This disposes of the Superintendent of Army Clothing's contention that these supplies were defective.

The real cause of the damage is that the rough sea and torrents of rain could not be entirely prevented from entering the open boats used in this port, and that in spite of baling there were occasional periods when the water in the boats gained on the balers. It seems to me evident that persons must have been kept baling during the night or the boats would have sunk altogether. As a proof of the bad weather it may be mentioned that several boats (one containing army clothing) broke from their moorings. I submit that the whole circumstances are quite exceptional, and putting aside the question of the packing (which is inferior to that used formerly) it

is

is obvious that the damage was primarily due to the landing taking place in cyclonic weather.

To hold the Contractor liable because, "after the event" it may transpire that all his arrangements were not perfect is unfair. I think he deserves credit for working hard and doing his best during a trying time. The Superintendent of Army Clothing is not perhaps aware that the arrangements ( boats, hoisting appliances, &c.) for landing cargo are practically the same as 50 years ago. In the old days, no attempt would have been made; but with the partial shelter afforded by the Harbour walls, concessions are made in granting permission to work, which can only result in damage if bad weather arises ~~.~~ suddenly.

H. D. Bamley
Agent for Govt. Consgts.

Madras, 10th January 1899.

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No. 63 G

**Presidency Port Office,**

Madras, 17 February 1899.

Heading

From

Commander H. A. Street R.N.
Presidency Port Officer,
Madras,

To

THE SECRETARY TO GOVERNMENT,
MARINE DEPARTMENT,
CHEPAK.

Sir,

I have the honor to acquaint you, for the information of Government, that of the clothing stores landed per S.S. "Manora" on the 28 and 29 November 1898, 3724 3/4 yards were found damaged by rain in fifty bales. Correspondence specified in the margin furnishing particulars of the circumstances which caused the damage to the bales in question are herewith submitted for perusal and return, and I beg to be favored with the orders of Government as to whether any recovery is to be made on account of the damaged clothing.

Bill of Lading of the S.S. "Manora"
2 Reports of Preventive Officer dated 30 Novr Jany Decr 98
Letter from Secretary, Harbour Trust Board dated 5 December 1898
Survey Committee's report dated 30 November 1898
Messrs Binny and Co's letter dated 17 December 1898
Landing Contractor's letter dated 31 December 1898
Note by the Agent for Govt Consignments dated 10 Jany 1899.

2. I am of opinion that as the damage was caused by the heavy rain and rough sea experienced on the days the cargo was discharged and also to the texture of the wrappers of the bales not being of tarred cloth as formerly, neither the Steamer nor the Landing Contractor should be held to blame.

I have the honor to be
Sir
Your Obedient Servant

H W Street
Commander R I M
Presidency Port Officer

P.A.N.

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CW/

Marine Department.
No: 123 E of 4-3-99

Memo.

Letter from the Presidency Port Officer, Madras, No. 63 G., dated 17th February 1899.

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With reference to the damage to Government Stores referred for the orders of Government in the Presidency Port Officer's letter quoted above, it is observed that the Steamer agents repudiate liability on the ground that they did not discharge the cargo in question during the prevalence of rain. This is a question of fact which it should be easy either to prove or disprove. The Presidency Port Officer is requested to be so good as to enquire carefully into this point and submit the result for the orders of Government, with his opinion as to whether the Ship can [illegible] held liable if the discharg

B/B

of cargo took place while it was raining.

2. As regards the liability of the landing contractor, he states that he took all possible precautions under the circumstances. The distinct opinion of the Presidency Port Officer on this point should also be given, and it should further be stated whether, under the stormy conditions then prevailing, it was open to the Contractor ~~[illegible]~~ under the terms of his agreement ~~require that he~~ ~~should~~ to refuse to land goods. ~~under~~ ~~such conditions~~

C. G.

Circ.
1/2/99

M

Note for M.

If the Contractor had no option in the matter, and he took all reasonable precautions to minimise the effects of the weather, he cannot be held liable.

C. G.

To
The Presidency Port Officer

2
6/3/99

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# Marine (1899) Department.

**CURRENT No.** 378
Vide 231

Order

From
The Presy Port Officer,
Madras

No. 258/99 G

Dated 13th March 1899
Received 14.3.99
Enclosures
Spare copies

SUBJECT.

Submitting further report called for regarding certain clothing stores landed per S.S. "Manora" and found damaged by rain.

BACK PAPERS.

| No. | Date. |
|---|---|
| S-1236 | EG 10-3-99 |
| 123 | EG 4-3-99 |
| 404 | G 23-9-98 |
| 119 | G 25-3-99 |

FURTHER PAPERS.

| No. | Date. |
|---|---|
| | |

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No. 253 G / 99

**Presidency Port Office,**

Madras, 13 March 1899.

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. 1236 dated 4th March 1899, I have the honour to state as follows:

(a) 3 Preventive Officers who were employed on board of the S. S "Manora" on the 28th and 29th November 1898 declare that work on board did not cease while rainy weather prevailed.

(b) Messrs Binny & Co., the Agents of the vessel, on the other hand do not produce any evidence to the effect that work ceased while rain was falling during the period the vessel was in port. The point

Contd

could be only settled by a reference to the Commander of the vessel, but this would cause delay in the settlement of the freight.

2. Assuming that work was carried on while rain was falling, it is unlikely that the rain would penetrate through the outer covering of the bales of Government Consignments while the bales were being discharged, for it does not take long to lower cargo into a boat. The damage apparently occurred after the bales had been placed in boats and in consequence of the heavy rain, and rough sea which is said to have washed over the gunwales of the boats against which the packing of the bales was not strong enough to keep the contents from getting wet.

3. It is not at all surprising me that in spite of the top coverings hich were supplied by the Agent r Government Consignments and upplemented by the Contractor, that the bales should have been landed wet considering the State of the Sea in the harbour on the occasion.

4. There is nothing in the contract with the Landing Contractor which authorizes or requires him to refuse to take cargo from a vessel during periods of stormy weather. Such a clause would simply cause Government cargo to be over carried on every occasion of unsettled weather. and I do not recommend it being included in any future contract.

There was no suggestion of this

5. The Landing Contractor appears to have taken all reasonable precautions under the circumstance and more, because he supplemented the coverings provided by the Agent for Government Consignments with some of his own. I do not think that it would be possible to prove that the vessel was liable for the damage for the reason that it would be very difficult to prove that the bales were

were damaged by rain while in the act of being discharged.

I have the honour to be,
Sir,
Your Obedient Servant,
H A Abbot
Commander R. I. M.,
Presy: Port Officer.

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Marine Dept

378

## Telephone Message

From
The Presidency Port Officer
To
The Secy: to Govt: Mar: Dept:-

No: 136 E d/ 10.3.99

Please return for reference the correspondence in original forwarded with my letter No: 63* G d/ 17.2.99.

*Forwarding for orders correspondence that certain clothing stores landed per S.S. "Manora" were found damaged by rain

Reply

The papers asked for e sent herewith.

(Sd) awS.
Mr

To
The P. P. O. with Mar C. No: 231
and enclosures.
D, 10/3/99

No: 123 E of 4.3.99
404 Mear of 23.9.89 (SC)
119 " of 25.3.89 (SC)

Port Officer

Telephone

From The Manager
P.P.O.

To A.C. ~~P.H.~~
Mar Sectt

Please see my urgent telephone message of 8th inst & send by special messenger the origl. papers sent with my Office letter No: 63 of 17th Feby '99. They are urgently required for reference.

Dd
10.3.99

Telephone Message

From The Presidency Port Officer

To The Secretary to Govt.
Mar: Deptt.

1232/6-3-99

Please return for reference the correspondence in Original forwarded with my letter No 634 dated 17-2-99.

No. 136 E of 10 March 1899

Reply

The papers asked for are sent herewith. C No 231.

Colonel R.E.
ag: Secretary to Govt.

R.S.

To
The Presidency Port Officer
with Cor. 231 and Enclosures.

P. 123 of 4-3-89
C.O. 404 of 23-9-89
C.O. 119 of 25-3-89

231

I notice in Capt. Streets letter that the wrappers of ~~[illegible]~~ "bales were not of tarred cloth as formerly — who is responsible for this? The fact should be noted —

28/2/89

M

I did not notice the fact as the Survey Committee hold an opinion contrary to that of the P&O. The Committee say that the damaged bales were protected by "waterproof jute packing", and that the ~~fact~~ circumstance that "waterproof paper" was not used does not exonerate the Ship from responsibility. The Ship does not make a point of this, and it would, it is submitted, be impolitic for the Govt. to give away their case by now doing so. The India Office shipped the stores and the Ship acknowledged their receipt