

G.O., No. 453 Marine

DATED 23rd May 1899.

R.

R. 7.
82422/99

[Despatch Abstract.]

Damages to Govt cargo landed from St. Manora
Reinforcement
Letter from the Dy. Adjutant General, forwarding
correspondence on the question as to the liability of
the Landing Contractor for the —, recorded.

Forward Correspondence
regarding the machine as to the
liability of the Landing Contract,
for the

BACK PAPERS.

G.O.	No.	Department.	Date.
	333	Marine	18-4-89

FURTHER PAPERS.

G.O.	No.	Department.	Date.
	824	Marine	2-9-99

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No. 333, MARINE, 18TH APRIL 1899.

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.)

(Signed) A. W. SMART, Colonel, R.E.,
 Ag. Secy. 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.

Ed. T. K. Narayana Aiyangar.

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Government {1899} of Madras.
MARINE.

Recd.

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.

A.
Extract of Landing Contractor's letter
dated 31st December 1898.

I would here draw your attention to the fact that while Cargo for other depart-
ments 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 cases, lined with tin whereas Clothing Stores of immense value are sent out in jute packing with waterproof paper in some cases.



No A/B-T 1257

Madras
6th May 1898.

To The Superintendent, Army Clothing
Madras.

(a) with 18 pence

Forwarded for favour of compliance
with para 7 of the order of Government.



G. L. Gibson

Brig. General
Deputy Adjutant General

Encs 2

No. A-216

Office of Superintendent, Army Clothing,

Madras, 9th May 1899.

Diary No. 19210
Recd. 12 May 1899.
Branch BT

The question as to the liability or other
wise of the Landing Contractor and the owners or Agents of
the vessel for the damage which occurred to the stores under
reference, was referred to the Commissary General-in-Chief for
the orders of the Government of India in February last, and
no further action can be taken by this Department in the
matter pending receipt of orders from that Government.

2. It may ~~have~~ be mentioned that the question
raised in para 7 of the Marine Department O.G. ament the
packing, was referred by the undersigned to the Director General
of Stores at the same time.

To The Deputy Adjutant General,
Madras Command.

H. H. Harvey
Colonel,
Superintendent, Army Clothing.

Mar 12
6/12/99

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No A/B.T.

IV.

Ootacamund

16th May 1899.

To

The Secretary to the Government of Madras,
Marine Department.

Forwarded.

C. Dickinson

Br-General,

Deputy Adjutant General.

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[Faint, illegible handwriting, likely bleed-through from the reverse side of the page.]