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MADRAS RECORD OFFICE.

Government of Madras.

public works DEPARTMENT.

G.O. No.	1880	Press
		~~Mis.~~
313-314		
Dated	14-7-	1863.

Not to be folded or roughly handled

2/8/63

*Proceedings of the Madras Government, Public Works Department,
14th July 1863.*

No. 313. Read the following letter from J. R. BOYSON, Esq., Government Solicitor, Madras, to Colonel W. I. BIRDWOOD, R. E., Secretary to Government, Public Works Department, dated Madras, 19th June 1863, No. 400:—

SIR,

1. I have the honor to acknowledge the Proceedings of Government noted in the margin and the papers therein referred to, relative to Mr. Stanborough's claim against Government for compensation for damage sustained by certain Cotton in the Godavery Transit.
Dated 23rd May 1863, No. 1,303, P. W. D., Public.
2. I submitted them for the consideration of the Advocate General and have conferred with him thereon, and
3. I now forward a copy of his opinion and return the papers above noted.

COPY OPINION.

1. I am of opinion that Mr. Stanborough is legally entitled to recover from the Government the value of all such Cotton as was really spoilt.
2. All parties appear to me to have mistaken the real state of the Law.
3. Mr. Stanborough to avoid the effect of the saving clause in the Government Notification of 31st May 1862 falls back upon Captain Haig's letter of the 14th May, which he asserts to constitute a special contract for safe carriage: although I observe that Mr. Stanborough in his account charges himself with the rate of carriage specified in that Notification.
4. Captain Haig thinks that Mr. Stanborough's contract is under the Notification of 31st May 1862, that under that Government is exempted from all liability in the event which has happened, and that there was no special contract made by his letter of the 14th May with Mr. Stanborough.
5. I am not aware of Captain Haig's exact power and position. If he be merely the Executive Engineer, I do not think he could enter into a contract which would bind the Government; although with reference to the peculiar circumstances and difficulties in which he is placed he may possibly have been invested with wider powers than those of an ordinary Executive Officer, and the Government would probably not be disposed to repudiate any liability which might be thought to attach to them through Captain Haig's act.
6. But I do not think Captain Haig's letter throws any more responsibility upon the Government as a carrier than the Notification of 31st May. Captain Haig appears to me merely to have written in an unofficial friendly way to Mr. Stanborough, offering to assist him to the best of his ability in an undertaking not only of great moment to Mr. Stanborough as a private adventurer, but of vast public importance as the first test of the practicability of using the Godavery as a communication for mercantile purposes. Captain Haig concludes by stating the termini within which the Transit agency will be liable for the carriage of goods.
7. Now, the Government as carriers are carriers at Common Law. The Acts limiting the liability of Carriers at Common Law have not been extended to this country, and at Common Law a carrier is an insurer bound to carry safely except under two contingencies, accidents by the act of God, and the Queen's enemies. The Government cannot therefore limit its liability by the insertion in its Notification of any such exceptions as therein appear.
8. Even under the Carriers' Acts not only must the notice be brought home to the Bailor, which would be difficult in this case, but the Agreement must be signed by him. Few questions have given rise to more discussion of late years than what are reasonable and unreasonable exceptions. But in this case, though the exceptions seem reasonable enough, supposing the Government was empowered by Law to make them, still if the damage was occasioned by the negligence of the Transit service's employés, the carriers would be liable.
9. Whether the damage has been occasioned by such negligence, is a question of fact in dispute between Captain Haig and Mr. Stanborough. Mr. Stanborough seems to overcharge the matter, but even Captain Haig admits *some* negligence: and in a case like this I am not prepared to say that the goods should not have had priority of transit even over the high public officer

*Proceedings of the Madras Government, Public Works Department,
14th July 1863.*

regard being had to the vast importance attaching to the success of this the first experiment on the unpassed Godavery navigation. Mr. Stanborough, I may remark, seems to rely somewhat on the disinclination of the Government to have what he calls a "complete failure" made public. Considering, however, that out of 926 bales only about 30 appear to have been entirely injured, the insinuation that the less that is said about the matter the better is not entitled to much weight.

10. But if I am well founded in thinking Mr. Stanborough has a legal right, all considerations as to the expediency of compensating him are beside the question.

11. The main point is as to the amount of what Mr. Stanborough can fairly claim. He appears to me to have very much exaggerated the amount.

12. He charges his Cotton at 250 Rupees the Candy. I happen to know for a fact that he sold some of it down here for Rupees 250. What he is entitled to is the rate at which Cotton was procurable in the Districts in which he purchased it, at the date of the surveys and conditions. Steps should be taken to ascertain this, and the rate when ascertained should be adopted as the standard.

13. Then, as to the actual extent of the injury: The Survey Reports show that a quantity about equal to 30 bales was entirely destroyed. Mr. Stanborough did not abandon any part of the Cotton apparently, but took charge of the whole. He gives credit for 261 Rupees realized by sale of damaged Cotton. I think he should be called on to substantiate this. It may mean that really very little was damaged, or that a vast quantity was so damaged as to be next to worthless. The total number of bales more or less injured was found to be 222, and these were entirely lost to the extent of 30 bales. But 79 bales were delivered by Mr. Stanborough to the Transit service in a wet and damaged state, and I think therefore a deduction should be made from the 30 bales in the proportion of 79 to 222. Acting on these principles I think the sum may be ascertained to which Mr. Stanborough would be entitled in a Court of Law. Any offer made to him will be of course "without prejudice," so as not to compromise the Government in event of his preferring to take his chance at Law to accepting the Government offer.

(Signed) J. B. NORTON,

Advocate General.

(True Copy.)

(Signed) J. R. BOYSON,

Government Solicitor.

No. 314.

ORDER THEREON, 14th July 1863, No. 1,880.

1. The Advocate General is of opinion that Mr. Stanborough is legally entitled to recover from Government the value of all such Cotton as was really spoilt.

2. It remains only therefore to determine, first, what quantity of Cotton was really damaged, and secondly, what price should be paid per Candy for the Cotton so damaged.

3. Captain Haig is requested to ascertain and report upon these two points, and in doing so to be guided by the remarks made in the four concluding paragraphs of the Advocate General's opinion.

4. Mr. Stanborough will also be called upon to substantiate the extent of his alleged damage, the quantity of damaged Cotton sold and amount realized from it.

5. On the receipt of Captain Haig's report, and Mr. Stanborough's answer, Government will inform Mr. Stanborough of the amount which they are prepared to pay him as compensation, such offer being made of course without prejudice.

(Signed) W. I. BIRDWOOD, Colonel, R. E.,

Secretary to Government.

3
N^o 464
Cocanada
Traffic Office
5 November 1862

From
J. H. Dunifon.
Assistant Traffic Manager
U. C.
Cocanada
To
Major A. Stevens
Superintendent U. C. Transit
Dumagudium

Sir,
I have the honor to enclose herein
Original Survey Report on 92 Bales
of Cotton received and made over to Messrs
Rajhi and Co in good order.
The receipt for which is recorded
in my Office at Cocanada.

I have the honor to be
Sir
Your most Obedient Servant
J. H. Dunifon
Assistant Traffic Manager
U. C. Cocanada

5
We the undersigned having inspected
Ninety two Bales of Cotton arrived by Upper
Godavery Transit and now in store at the
Transit Office at Cocanada, do hereby report
as follows.

That we found all the Bales in
good order and Condition except the lash-
ings of a few carried away, which was
of no material consequence.

Given at Cocanada this 5th day
of November in the Year of our Lord One
thousand Eight Hundred and Sixty two.

W. M. R. R.
W. M. R. R.

1002
 5 Nov 1862
 J. H. Dennis
 Assistant Traffic Manager
 Cocanada
 2086
 O. W. 1862/63

No 443
 From J. H. Dennis
 Assistant Traffic Manager
 Cocanada
 To Major Stevens
 Superintendent U. S. Traffic
 Demagusem
 Cocanada
 Traffic Office
 24th October 1862

Sir,
 I have the honor to enclose herein an original Report on 72 Bales of Cotton arrived and made over and for which I hold clean receipts.

The cotton arriving in good order, we thought it unnecessary to call disinterested parties to report on the same.

I have the honor to be
 Sir
 Your most obedient servant
 J. H. Dennis
 Assistant Traffic Manager
 U. S. Cocanada

We, the undersigned having inspected seventy
two Bales of Cotton arrived from the Upper Godavery
by the Godavery Transit and now in store at the
Transit Office at Cocanada, do hereby report as
follows.

That we found all the Bales in good
order and condition except the lashings of a few
carried away which was of no material consequence.

Given at Cocanada this 21st day of
October in the Year of Our Lord One thousand
Eight Hundred and sixty two.

C. W. Page
T. D. Dennis

2086.
O. M. - 1882/83

Assistant Traffic Manager
At Cocanada

11
We the undersigned having inspected
eighty four Bales of Cotton arrived ^{by} ~~from~~
the Upper Godavery Transit and now in
store at the Transit Office at Co. Canada
do hereby report as follows.

That we found all the Bales
in good order and Condition except
the lashings of a few Carried away which
was of no material consequence.

Given at Co. Canada this 30th day
of October in the Year of Our Lord
One thousand Eight Hundred and Sixty two.

W. M. Pugh
J. D. Demison

Assistant Traffic Manager
W. Co. Canada

From N 456

13
Cocanada
Traffic Office
31st October 1862

J. H. Dennison

Assistant Traffic Manager U.S.
Cocanada

To Major Stevens

Superintendent U.S. Transit
Dumaguene

Sir,

I have the honor to enclose herein original

Survey Report on 84 Bales of Cotton in
received and made over to Messrs. Roghi and Co
just good

The receipt for which, is recorded
in my Office at Cocanada.

I have the honor to be
Your most Obedient Servant

J. H. Dennison

Assistant Traffic Manager
U.S. Cocanada

10038
N 456
C

To

15

Major Stevens
Superintending U. S. Transit

Sir

I have the honor to inform
you that in case of any misunderstanding
arising with Mr. Stambrough with reference
to the Cotton which was handed over to
the Transit at Pullamillak in a damaged
state by Mr Carr.

That the Cotton was brought
down from Mogellee to Pullamillak
in Mr Stambrough's own boat by his own
agent Mr Carr. and that any thereof
that was done in the way of loading
his boat by Mr Adams at Mogellee
was done with my permission at
Mr Stambrough's own request & risk,
and not as a Transit arrangement.

I am the Transit
Doomagoodine
1st September 1862.

W. M. M. M.
S. L. L.
Transit agent
3rd Barrier.

102287
J. A. Adams
Stambrough
Carr
2086
1722
634

17
 20/10/2002
 11/10/2002



SUPPLEMENT TO THE GODAVERY DISTRICT GAZETTE.

గోదావరి డిస్ట్రిక్టు గెజెట్ సప్లిమెంటు.

TRANSIT SERVICE.

Under instructions received from Government, the District Engineer, Upper Godavery, has the honor to notify that, from and after the 15th June, a Transit Service will be established on the Godavery, between Cocanada and Chanda, Goods and passengers will be carried, by Steamer in the navigable parts of the river, and by tramroad or other conveyance round the three Barriers. Transshipments of goods and passengers will consequently take place at these points.

The following rates have been sanctioned by Government for the first year.

	Per Ton per Mile.		
	Rs.	A.	P.
For all goods, except Salt, carried up Stream.....	0	1	6
For Salt.....	0	0	9
For all goods carried down Stream.....	0	1	0
With the exception of partially screwed Cotton, Shipped in bales of large and unwieldy dimensions, which will be charged.....	0	1	6

Passengers.

1st Class 1 Anna per head per Mile.	
2nd do. 1/2 Anna do. do.	
3rd do. 1/4 Anna do. do.	

1st Class passengers will be entitled to a share of a Cabin; 2nd and 3rd Class to a deck passage only. The rates will cover all charges by land and water, except food and attendance.

The following weights of baggage will be allowed.—

1st Class 2 Cwt.	2nd Class 1 Cwt.	3rd Class 60 lbs.
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All extra baggage will be charged for at common goods rates. In reckoning Tonnage, and in the measurement of goods, the rules in use by the Madras Chamber of Commerce will be followed.

The following extract from the Tonnage Schedule sanctioned by the Chamber of Commerce, shews the No. of Cwt. and No. of Cubic feet that will be reckoned per ton for some of the principal articles of commerce.

Articles.	Cwt. per Ton nett.	Cubic feet per Ton.	Articles.	Cwt. per Ton nett.	Cubic feet per Ton.	Articles.	Cwt. per Ton nett.	Cubic feet per Ton.
Apparel.....	0	50	Hemp in bales.	0	50	Rice	20	0
Bees Wax.....	20	0	Hides.. ..	14	0	Roping in Coils....	0	50
Betel nut.....	18	0	Horns Cow & Buffalo.	20	0	Rum in Casks 210 Imp. Gallons.	0	0
Books.....	0	50	Do. Deer	16	0	Saltpetre.....	20	0
Castor seed.. ..	15	0	Indigo.	0	50	Salt.....	20	0
Cigars.....	0	50	Jute in bales	0	50	Silk piece goods..	0	50
Coffee in bags.....	18	0	Linseed	18	0	Sugar.....	20	0
Cotton in bales.....	0	50	Machinery.....	20	0	Tea.....	0	50
Do. piece goods..	0	50	Metals.....	20	0	Tobacco in bales..	0	50
Dholl.....	20	0	Molasses	20	0	Wheat.....	20	0
Furniture.....	0	50	Oil, in Cases.....	20	0	Wool.....	0	50
Gingelly seed.....	17	0	Do. Casks 210 Imp. Gallons.	20	0	All other articles not enumerated, in bales or Cases...	0	50
Gram	20	0	Paddy.....	15	0			

Government will insure shippers against total loss or destruction of their goods, but not against delay or damage from exposure to the weather in Transit.

Arrangements have however been made to provide proper shelter for goods both on land and water.

No goods will be received for shipment down river.—		No goods will be received at Cocanada or Dowlaiswaram, for shipment up river, destined for Chandah, after	
At Chandah	After 1st October.	1st September —	
„ Salagaum.		for Salagaum.	
„ Mogellee.		„ Mogellee.	After 10th September.
„ Sironcha.		„ Sironcha.	
„ Chinnur.	After 1st November.	„ Chinnur.	
„ Madapore, or		„ Madapore.	After 1st October.
Deodoolah.		„ Deodoolah.	
„ Dumagudiem,	After 1st January.	„ Dumagudiem.	After 15th December.
or Budrachellam.		„ Budrachellam.	

Regd Survey Report
 How Survey done, 10/10/2002

Handwritten notes in Telugu script, including dates like 20/5/02 and 10/10/02, and names like 'Handwritten' and 'Cotton'.

Names of Places.	Distances in Miles.	Amount per ton of following rates per ton per mile.								Passenger rates.									
		1½ Anna up.				1 Anna down.				9 pie Salt.				1st Class		2nd Class		3rd Class	
		Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.		
Cacana	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Dowlaiswaram	32	3	0	2	0	1	8	2	0	1	0	0	0	0	0	0	0	0	
Koyidtha	92	8	12	5	12	4	4	5	12	2	14	1	7	8	Commencement of River Navigation.				
Rudrumkota	104	9	12	6	8	5	0	6	8	2	4	1	10	2					
Budrachellum	137	13	0	8	12	6	8	8	9	4	4	2	6	0					
Dumagudem	152	14	4	9	8	7	4	9	8	4	12	2	6	0	1st Barrier.				
Mungapett	152	13	0	12	0	9	0	12	0	6	0	3	7	0					
Deodoolah	222	20	12	14	0	10	8	13	14	6	15	3	0	0					
Madapore	259	24	8	16	4	12	0	16	3	8	1	4	0	0	2nd Barrier.				
Chinnoor	276	26	0	17	4	13	0	17	4	8	10	4	5	4					
Sironcha	274	25	12	17	0	13	0	17	2	8	9	4	4	4					
Mogellie	324	30	8	20	4	15	4	20	4	10	2	5	1	0	Hd. Quarters of Deputy Commissioner.				
Salagaum	352	33	0	22	0	16	8	22	0	11	0	5	8	5					
Chandah	405	38	0	25	8	19	0	25	0	12	0	5	8	5					

The Transit Agents will receive a limited amount of goods for despatch at the following rates.

The Transit Agents will receive a limited amount of goods for despatch from Cocanada to Nagpore, and vice versa at the following rates.

Parcels (by which is to be understood all packages under the size of a one-dozen Case), will be carried at the following rates:

Cocanada to Nagpore, Rupees 56 per ton.	43 do.
Nagpore to Cocanada, ...	43 do.
Cocanada to Dumagudem or vice versa	1 Rupee.
Cocanada to Sironcha or vice versa	2 do.
Cocanada to Chandah or vice versa	3 do.
Cocanada to Nagpore or vice versa	4 do.

Acting Traffic Manager, — Major A. Stevens, Dumagudem, Elllore.

Transit Agents:

తేది మొదలుకాని కాకివాడ చాందామర్ల గోదావరిమీద రవాదానడికి బడమలకును దగ్గరకు సరకులను ముయ్యలను గోదారిలో పడవలువేస్తే వనస్సు తీసుకుని వెళ్లడమవును. అప్పుడు అనేకాటిని మూసింటిచుట్టాయెక్కడ బడ్డ బళ్లపాయ్యెయినచేరనా. లేకయితరభక్తు మొదలైనవారిచే మొదటిసంవత్సరమును గవర్నమెంటువారివల్ల యాదిగునడవారించబడ లేదు కాక

ಪ್ರಕೃತ್ಯಲಾಪನವು.

౧. ట్లో తరంవారికి.....౨ అండులు.
 ౨. ట్లో తరంవారికి.....౧ అండులు.
 ౩. ట్లో తరంవారికి.....౬౦ పప్పునలు.

పదార్థము.	నికరం టన్ను గికి అంకెలు.	టన్ను గికి వ్యాపి కట్టించు గులు.	వస్తువులు.	నికరం టన్ను గికి అంకెలు.	టన్ను గికి వ్యాపి కట్టించు గులు.
గొర్రెపట్టలు	10	10	యంత్రముల సంపంధమయిన వస్తువులు	10	10
సము	10	10	లోహద్రులు	10	10
కత్తెలు	10	10	తేనెపాకము	10	10
కములు	10	10	చమురు పెట్టెలపాకముగాను	10	10
యదాలు	10	10	డిటా పీచాలపాకముగాను	10	10
గొట్టలు	10	10	అగరి యింపియియో గాలములు కలవి	10	10
మైకట్టలు	10	10	ధాన్యము	10	10
బస్తాలు	10	10	బియ్యము	10	10
డిటా	10	10	తాళ్ళచుట్టలు	10	10
గొట్టలు, మొదలగు సామాను	10	10	రముపీచాలు అగరి యింపియియో గాలములు కలవి	10	10
బస్తాలు	10	10	సూరకారము	10	10
బస్తాలు	10	10	పుష్పములు	10	10
బస్తాలు	10	10	పట్టువస్త్రాలు	10	10
బస్తాలు	10	10	పంచదార	10	10
బస్తాలు	10	10	తేయాకు	10	10
బస్తాలు	10	10	పాగాకు బస్తాలు	10	10
బస్తాలు	10	10	గొర్రెపట్టలు	10	10
బస్తాలు	10	10	లిప్తి	10	10
బస్తాలు	10	10	చయినచెప్పబడని యితర వస్తువులన్ని బస్తాలుగానయి	10	10
బస్తాలు	10	10	నాపెట్టెలుగానయినా లిప్తి యడల	10	10

చాందానుంది వి గ అక్టోబరు తేదీకి తరువాతను.

- సాలగం. - మొజ్జి. - సిరోంఛా. - చిన్నురు. - కూడాపురు. - లెకదియోడుల.	ది గ సవంబరు తేదీకి తరువాతను.
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రూసుగూడెం లెకశి దాచలం...ది గ జనవరి తేదీకి తరువాతను.

యీ దిగువన మూడు చేయి బద్ధ పట్టి పల్ల కాకినాడ మొదలుకొని గోదావరి వరకు గూడ అందే ఆయా ముఖ్యమయ్య ప్రజలు అందుకొని
సరుకులకు టన్ను గిన్ని మనుష్యులకు బ్లీ గిన్ని అప్పుకొనే కార్యులున్న తెలియగలవు.

యొగుమి దిగుమి సరుకులు నిలక చేసినందుకు కొట్టబడ్డె యీ అర్హులన్ని యీ విషయము యేర్పర్చుబడ్డె రేట్లలో చేరివున్నవి. అయితే
అందుకు వచ్చు గింత పట్టి కేవల మొదలుకొని నెయికో నాట్రలో గూడ గున్నది ప్రజలు అలా కొట్టి నుంచి సుకొని వెళ్ల వలసినది. ఆ గూడ సుకొని వెళ్లిన పక్షము

01
Reg^d - Norway Report
How various sales taking look

అంతుకుపై నిలిచి దహరించబడ్డట్లు మింజాకులే ప్రతిలేలు పకారమున నువలన్ పుట్టిన వెనక కుంజుల పుండుకొక నూరమున్న

శుభ
(వ్యా
కాం

Statement of Account of Cotton conveyed by
Transit Department of the Upper Godavary to the
tem Coast, for A. Stanbrough Esq during the Season
of 1862.

Chas. H. Stambaugh

Nagpoor 30th February 1863.
 Rec^d - Survey Report.
 How Survey Sales to be made 1863.

Dumaguadine²³
29th August 1886

To
Major A. Stevens
Traffic Manager
Upper Godavery.

Sir,

I respectfully beg to inform you that a boat belonging to Doctor Stamborough loadened with 79 Bales of Cotton was delivered over to the Transit Department in a very wet state.

It appears that the boat was intended to have gone right on to Cocanada, but as there was no proper covering for the Cotton and the weather being very wet, the Agent in charge of the boat gave it over to the Transit Department at Dumaguadine Barrer and the Agent acknowledges the Cotton was wet to the depth of three inches, but I can prove that some of it was wet completely through & through.

I have the honor to be

Yours most ^{Sir} obediently

J. M. Gregor
In Charge of Transit
Dumaguadine Barrer

2086
29/8/86

Washington
Oct 10/03

Received of Mr. J. H. Rogers
the sum of \$100.00
for the sum of \$100.00
Oct 10/03

Washington
Oct 10/03

Major A. Stevens
Traffic Manager
Upper Colorado

Sir,
In answer to your letter -
enquiring about the quantity of
the cotton damaged.
I respectfully beg to inform
you that in my opinion there will
be only about 2 Bales of Cotton
entirely lost; there are about 20
Bales that have got wet, but only two
are wet to any depth and out of these
two there will be as much good
cotton as will (in my opinion) make up
for the loss in the others, as they have
not got wet more than one inch in
depth and therefore have dried
again without in the least changing
the colour of the Cotton except
at some parts where the canvas and
lashings have given away. The
Cotton at first appeared to have
been seriously damaged as it was
taken hurriedly out of the boat
and

to the Government of India. I have

and landed on a muddy bank,
but I would recommend a committee
to sit and judge what damages
done.

I have the honor to be,
Sir,

Your most obedient servant

J. M. C. Gregor

Sub Engineer

In charge of Transit
2nd Barrier

Dumagudin
29 August 1862

C.N. 1332/63

W. 2086/63

6 Oct 1 1862
W. M. C. Gregor
In charge of 2nd Barrier
W. 2086/63

55

23

Stagpore

24 April 1860

Captain Haeg

My Dear Sir

I am in receipt of your letter of
10 April in answer to mine of 25 Feb
1862 a few days ago when at Mogalla
I wrote you a letter about taking
down some 600 or 800 secured bales
of Cotton. Of course I am only anxious
for the safe arrival of the Cotton at
Coamada and am fearful that
shipping and re shipping will cause
the bales to give way, but as the
Cotton must get down I cannot do
otherwise than follow your suggestion.
I was under the impression that your
arrangements for conveying produce
round the 1st and 2nd barriers would
not

+ 105. That the Cotton should be sent
by the Government Transit
W. 2086/63

wooden.

the same time send a copy to Lieutenant

and landed on a muddy bank,
but I would recommend a committee
to sit and judge what damage is
not be completed this season and
that the Cotton boats might with
safety and assistance of the Steamers
get over the barrier, the boats when
laden not drawing more than 2 ft
or 2 1/2 ft.

I shall if possible get my boat
over at the top of a fresh unless I see
the impracticability of so doing. I shall
this season only send Cotton ^{as} bringing
the safest investment in case of an
accident to the boats.

Believe me
Yours faithfully
Signed / H. Stanbrough
True Copy
W. A. C. Captain
District Engineer N. G.

under signed having been called upon
by the

under signed having been called upon
by the

proceeding.

the same time send a copy to Lieutenant

and landed on a muddy bank
 but I would recommend a course
 to sit and judge what damage
 not be completed this season.

WCH/406/63

2086
 P.W. 1332/63

under signed having been called upon
 by the

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Mr.

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2.

the same time send a copy to Lieutenant

and landed on a muddy bank
but I would recommend a commission
to sit and judge what damage
not be completed this season

To Mr Carr

Question Would you kindly tell me what
damage you think has occurred
to 91 bales of cotton in the Copper
boat at Dama-dula?

Question You brought 79 seventy nine bales
of Dr Stambrough's Cotton in
your own boat to Bodegoodie?
will you kindly tell me the
state it was in on arrival there?

29 August 1893 (Signed) A. Stevens Major
Superintendent Transit
Bodegoodie
* Upper End of Transroad.

W. A. C. L. L. L.
District Engineer, W. S. S. S.

under signed having been called upon
by the Governor

By Major Stevens

Answer To the best of my judgement
about 12 bales I should think
that is to say, if you take off
the outside of those bales that
have been immersed and
put it together.

Answer (14) Fourteen bales were perfectly
dry there were 8, or 9 wet, 2 or 3
inches deep: the remainder
partially wet but in tolerable
condition.

(Signed) Carr Agent

For Dr Stambrough

(True Copy)

A. Stevens Major
L. S. S. S. S.

at the same time send a copy to Lieutenant

and landed on a muddy bank
but I would recommend a commission
to sit and judge what damage
not be completed.

2086
P.K. 1332/63

under signed having been called upon
J.H. Dennison on the part of the govern-
ment service and Mr. A.M. Roghe

ived from H. Dennison Esq.

Received from J. W. Dennison
Esq. fifty five Bales of Cotton for
use of Mr. Hambrough Esq.
Casamansa to North Mr.
Roghe

Roghe

goodieim.

At the same time send a copy to Lieutenant

and landed on a muddy bank
but I would recommend a commission
to sit and judge what damage

2400/10
24 April 1862

under signed having been called upon
J. H. Dennison on the part of the Governor
transit service and Mr. A. R. Roghe

Received from H. Dennison Esq.
Three hundred and twenty two
Bales of Cotton on account of
Mr. W. Stanbrough of Nappore
Canada 30 August 1862
Roghe

322 Bales

apodim.

W.

At the same time send a copy to Lieutenant

and landed on a muddy bank
but I would recommend a course
to sit and judge what damage

2/40/63

under signed having been called upon
J. H. Dennison on the part of the govern-
transit service and Mr. A. R. Roghe

51. 11

45

Received from J. H. Dennison Esq
one hundred and seventy Bales of Cotton,
as follows.

79 Bales more or less wet.

91 - do - much damaged by in very bad condition
as per survey Report, dated 12th Sept 62

170 Bales.

Locansade, 16th September 1862

Roghe

agoodium.

no.

and landed on a muddy bank
but I would recommend a commission
to sit and judge what damage

276 2/46

280 April 1846

[Faint handwritten notes, possibly describing a survey or land area]

[Faint handwritten notes, possibly a signature or date]

[Faint handwritten notes]

[Faint handwritten notes, possibly a signature or date]

[Faint handwritten notes]

55
23
It is the under signed having been called upon
Mr. J. H. Dennison on the part of the Govern-
ment transit service and Mr. A. R. Roghe

41. 11 21 45

41
Received from J. M. Amis
Eighty four bales of Cotton
for account of W. H. Harkness
Cincinnati 31 October 1846
Roghe

Dennison.
Ellow.
and at the same time send a copy to Cincinnati

and landed on a muddy beach
but I would recommend a Com.
to sit and Judge what dama

55
33
It is the under signed having been called upon
Mr. L. H. Dennis on the part of the Govern-
ment transit service and Mr. A. R. Roghe
on the part of Mr. H. Stambrough, to hold a survey
on 400 Bales of cotton owned by the latter and
brought down the Godavari River by the former
have examined and closely inspected these 400
Bales.

That all the Bales were more or less wet
but 350 Bales sustained little or no damage

The remaining 50 Bales were either totally or
partly damaged by the exposure to rain and bilge
water in the boats which were not properly baited
and we estimate that the loss arising there from
amounts to 20 percent or ten out of the 50 Bales
which has been occasioned by carelessness
and not by (force majeure) incontrollable circum-
stances

Respectfully
Sept. 1862

Attest by
L. H. Dennis

Dumagoodium.

Ellared.

and send a copy to Director

and landed on a muddy beach
but I would recommend a...

55
We, the undersigned, having carefully inspected
four hundred Bales of Cotton in the Upper Godavary
Stores at Cocanada arrived from up River and brought
down by the Government Transit, do hereby report
as follows:

That 350 Bales were received by the Agents
as in good order although the covering and lashings of a
few had broken, which was to be expected and of no ma-
terial consequence.

The remaining 50 Bales were more or less wet
and damaged, we suppose, by rain and accumulated
Bilge water in the Boat conveying the same; the
Bales being only half screwed were more liable to
soak than if they were otherwise. The full extent
of damage in our opinion may be averaged at
10 Bales.

Given at Cocanada this 10th day of September
in the Year of our Lord one thousand eight hundred
and sixty two.

J. W. Raper
A. D. M. C. P. R.

Demagoodine
Ellard.

Time sent a copy to Lieutenant

Montgomery who will at once attend to your wishes
Mr. Bailey writes that you have asked him
to get some cotton ferried across at Saligam.
We cannot undertake any assistance of these
trials and the officers are responsible that in
rendering it they do not neglect their own
work. But as I wish to help reporters as far
as possible I do not positively object to the
transit agency going occasionally a little beyond
the sphere of its proper duties. Saligam and
Mogiller are the places where we will receive
or deliver goods and from whence to their
destination the transit agency will be responsible
for them.

Yours faithfully
Lieut. J. M. A. C. P. M.
District Engineer

H. Stambrough Esquire
Vagapoor

2186
D/14332/63

From.

A. Stanbury Esquire
Rajah.

To.

Captain Haig
District Engineer Upper Godavery.

Sir

I have the honor of acknowledging a copy of the Haig's sanction by the Madras Government for conveying Goods and Passengers down the Godavery route, this season.

2. They be being the following to your notice with a view of your submitting it to the Right Honble the Governor in Council in order that the standard weight of a ton of screwed Cotton from this Province may be taken at 1375 lbs instead of by measurement of 50 Cubic feet on account of the inadequate means at present in Rajah for compressing Cotton properly.

3.

In carrying out my proposals made to the Government of India. I have

been put to many and unexpected Charges, greatly under the suppositions that the Tramways would be in a more advanced state, and that the rate charged for carriage would have been more reasonable.

4. Until I received a Copy of the rates sanctioned by the Madras Government, I was under the impression that 2240 lbs (Ton) would have been the standard taken for screwed bales of Cotton. I now perceive that 50 Cubic feet will be taken as the measurement, instead of weight. My box for receiving Cotton is $3\frac{1}{2} \times 1 \times 1\frac{1}{2}$ (the only screw in the Province being a small one) and until an accident occurred with it whilst screwing, by which a man lost his arm, I was able to compress 186 lbs in each bale, after which I could not with safety exceed 150 lbs.

$$\begin{array}{r} 3.5 \\ 1.75 \\ \hline 5.25 \text{ cft. } 150 \end{array}$$

5. According to the scale laid down by my bales will contain only 900 lbs

63

and yet measure 50 Cubic feet, whereas 50 C. F. of Compressed Cotton in accordance with the Madras Chamber of Commerce should have 1375 lbs.

6. I can carry 900 lbs of loose Cotton to Bombay, for Rupees 27-8-0 for which you will charge me screwed Rupees 25-5-0. And Tonnage at Cocanadah or Madras is always Rupees 10 dearer than in Bombay, again 1375 lbs (a measured Ton of Cotton) can be carried to Bombay unscrewed for Rupees 42 against your charge of Rupees 38, or should you measure the Cubic Contents of a bundle of unscrewed Cotton from this Province, it would be found to contain only 400 lbs, instead of 1375 lbs, the Carriage of which to Bombay would be Rupees 12-4-0 against your Rupees 38, or your screwed Rupees 25-5-0. I would also beg to bring to your notice the uncertainty of the date upon which the Cotton may be expected at Cocanadah.

2086 July 1862
Dr. H. A. M. 1680/23?
Dr. H. A. M. 1332/63

I have the honor to be

Yours most Obedient Servant.
H. Stansbury

Stappan
5th July 1062

15th July
2011

Upper Godavari
District Engineer's Office
Dumajidim -
26th February 1863.

№ 431

From

Captain F. S. Haig

District Engineer Upper Corps

The Deputy Chief Engineer
Northern Circle
D.P.M.
Shadrad

Sir,

1. I have the honor to enclose the
Correspondence noted in the Margin on
the subject of a claim advanced by
Mr. Stanbrough of Nagpoor for Compensation
for damage sustained by a quantity of Cotton
sent by him by the Godavery Transit Service
this year to Cocorinda.

2. Of 926 bales delivered to the
Transit Agency, partly at the 3^d Bureau
and partly at Chandah, 222 were found
on arrival at Coonada to be more
or less damaged. The Survey Committee
had been appointed to examine and
report

report upon each boat load as it arrived. Their reports, which are enclosed, show that the total amount of damage sustained was equivalent to the total destruction of 30 bales, and 50 lbs, or altogether to 4550 lbs, the bales averaging 150 lbs weight each.

3. Mr Stanbrough now claims Compensation for the loss of 5425 lbs Cotton at 260 Rs per Candy of 500 lbs, minus Rs 261—being the amount which he states to have been realized upon the damaged Cotton. The amount due to him at this rate, were his claim admitted, would be Rs 2560.

4. It was distinctly stated in the notification published last June in the local Gazette, Copy of one of which is enclosed, that Government would insure shippers against total loss or destruction of their goods, but not against delay & damage from exposure to the weather in transit. On this ground therefore Mr Stanbrough can establish no claim whatever for compensation.

67
Compensation, as I hold receipts from his Agents at Coconada for the whole of the bales handed over by him to the Transit Agency at the upper terminus. 5. Mr Stanbrough consequently bases his claim upon a letter of mine (Copy enclosed) written on the 14th May last a month before the publication of the official notification regarding the transit in the Gazette, in which I stated that after the receipt of goods at certain stations the Transit Agency would be responsible for them to their destination.

This Mr Stanbrough chooses to construe into a statement that the Agency would be responsible for the safe delivery of the goods, or rather it would appear, for their delivery unimpaired or for the payment of adequate compensation in the event of injury.

6. My letter will bear no such construction. The Agency was, like every other carrying Agency, responsible for the goods entrusted to it, but responsible only to that extent to which its own published

published engagements held it.
These engagements were distinctly
officially notified in the Gazette, and
as above shown are of a very different
nature from that supposed by Mr.
Stanbrough.

7. For the above reasons, I cannot
admit Mr. Stanbrough's claim, and do
not think that he is in Equity entitled
to any part of the compensation he
demands. Nor do I consider that he
is entitled to any special consideration.
If, however, the Government should
be of opinion that some allowance
might be made for the risks attending
a first attempt to export produce
by the Godavery to the sea, then, considering
that 79 of the damaged bales were
injured in consequence of Mr. Stanbrough's
Agent conveying them in his own
boat, without any adequate cover,
and in rainy weather, from the 3rd
to the 2nd Barrage, I would recommend
that 1000 or 1200 Rupees should be
allowed to Mr. Stanbrough.

with

8. With reference to Mr. Stanbrough's
request, in his letter of 5th July last,
that a ton of screwed Cotton, exported
from the Nagpore Province, may be
reckoned at 1375 lbs, instead of by
measurement of 50 Cubic feet, I
would observe that such an arrangement,
as a permanent measure, would of
course be inadmissible, but in
consideration of the peculiar circum-
stances under which Mr. Stanbrough was
obliged to prepare his Cotton for export
last year, I would recommend that
he should be charged at the rate of
77 Cubic feet per ton, which as his
bales contained on average 11 Cubic feet each,
would allow him 1050 lbs per ton,
instead of only 675 as at the ordinary
rate.

9. I request that the original documents
herewith forwarded may be returned.

I have &c.
Lt. Col. Captain
District Engineer M.S.

N^o 400

Madras June 19. 1863.

From, John Robert Boyson
Government Solicitor - Madras.

To, Col. W. J. Birdwood R. E.
Secretary to Government P. W. D. Madras.

Sir,

Dated 22^d May 1863.
N^o 1302. P. W. D. Public.

1. I have the honor to acknowledge the Proceedings of Government noted in the margin and the papers therein referred to relative to Mr. Stanborough's claim against Government for Compensation for damage sustained by certain Cotton in the Godavery Transit.
2. I submitted them for the consideration of the Advocate General and have conferred with him thereon and
3. I now forward a Copy of his opinion and return the papers above noted.

I have the honor to be,
Sir,

Yours most obedient servant,
J. Boyson
Govt. Solr.

From Mr. Birdwood's Letter No. 371 of 12th June 1863.

U.C. 11/13

From Mr. District Engineer
Mr. Goddard

Mr. Deputy Chief Engineer
Mr. Smith Esq.

Mr. Birdwood Esq.
P. W. D. Madras

Mr. Birdwood Esq.
P. W. D. Madras

Having before for
decision the enclosed
correspondence on the
subject of a claim
made by Mr. Stanborough
of Stanborough for com-
pensation for damage
sustained by a quantity
of cotton which was by
the party named in the
margin to Coarada.

Mr. Stantowage of the amount
 which they are prepared to pay
 him as compensation, such offer being
 made of course without prejudice.

Ms.

Calcutta
 14 July 1860

Captain Haig
 Chief Engineer
 Central Railway

1887 Mr. Van Buren

Dec 15th July

At

his by end will with me for

in the

At

his by end will with me for

in the

Pro: 22nd May 1863 02
394-393

From Mr. Stamborough's Office
- from 1858-1861/1862
C of 3198 in 1862-23
Sept. 1864-66
Further C of 1599/1864

C of 313-314

1864 1865 1866
C of 313-314
1867 1868 1869

The Govt. Secy. - Mr. Stamborough
The Secy. to Govt. C. W. D.

dated 19th June
1864 1865 1866

1867 1868 1869
included by
Mr.

Forwarded copy of above Comrade
- from Mr. Stamborough's claim
- and Government for compensation
- in the Govt. Secy. Stamborough.

1867 1868 1869

With our Order.

1867 1868 1869

The Advocate General is of
opinion that Mr. Stamborough is legally entitled
to recover from Government the value of all
such cotton as was really spoiled.
It remains only therefore
to determine first, what quantity of cotton
was really damaged, and secondly,
what price should be paid per pound
for the cotton so damaged.

Captain Stamborough is requested
to ascertain and report upon these
two points, and in doing so to be
guided by the remarks made
by the Advocate General.

The Advocate General's opinion is that
the cotton was really spoiled.
On the receipt of the
report the Government will inform
the Advocate General of the result.
The Advocate General is requested
to ascertain and report upon these
two points, and in doing so to be
guided by the remarks made
by the Advocate General.