

(1) Number of pages_____

(2) Date of repair_____

(3) Initials of the Referencer_____

MADRAS RECORD OFFICE

Government of Madras

Public Works DEPARTMENT

G.O. No.	3194	Press
B.P. No.		Mis.
Dated	28-11-1956	

Not to be folded or roughly handled

1

*Proceedings of the Madras Government, Public Works Department,
28th November 1876. No. 3,194.*

No. 515. Read the following endorsement of the Chief Secretary to Government, Marine Department, dated Fort St. George, 13th November 1876, No. 1,816:—

From J. H. TAYLOR, Esq., Lieutenant, R.N.R., Master Attendant, Administrative Department, to the Hon. W. HUDLESTON, Chief Secretary to Government, Marine Department, dated Madras 10th November 1876, No. 7,809.

I HAVE the honor to make the following representation in reference to the Proceedings of Government in the Public Works Department, marginally noted, and No. 2,506, dated the 19th September 1876. respectfully to solicit the definite orders of His Grace the Governor in Council on the subject, for my future guidance.

2. The S.S. *Merkara* brought out a consignment of Government stores in December 1875, as per Bill of Lading herewith annexed (marked A). A reference to this document will show that 1,535 rails were shipped for the Harbour Works, neither size, weight nor dimensions are given. Out of this number 1,533 iron rails, all of which have been accepted as Government property, were actually delivered by the ship. From this latter number 1,532 were made over to the General Superintendent, Public Works Stores, and one rail lost overboard alongside of the pier duly paid for. There then clearly remain only two rails to be accounted for by the Commander, the value of which, in accordance with the authority vested in me by the landing and shipping rules, extract of which is quoted in the margin, has been

The Master Attendant, Administrative Department, will then pass the freight bill, making, if the circumstances of the case require it, such deductions as may be authorized by the Tender and Bill of Lading, which are those obtaining in all mercantile transactions of a similar nature.

duly deducted from the owner's freight bill, and the transaction closed. Beside the Bill of Lading, the only other document binding upon the owners of the *Merkara* is the Tender, which is annexed (marked B). A reference to clause 15 of this document will show that the portion of the freight payable here is subject to deduction for any damage or deficiency to which the owners may be liable according to the conditions of the Bill of Lading.

3. The Government, in their order, virtually lay down that all deficiencies in future shipments are to be decided by the Packing Accounts, which is a departmental document containing the contents and particulars of all Government stores, and one which is never seen nor acknowledged by the Captain or owners of a vessel. The deductions made from Government freight have hitherto, for a long series of years, been based, first, upon the terms of the Bill of Lading; and, secondly, been regulated by law and custom bearing upon all similar mercantile transactions, and the decision has hitherto been vested in the Head of the Marine Department. If it is intended hereafter that the question of making the necessary deductions from the freight bill is to be left with heads of departments, after opening the packages in accordance with the packing account, I respectfully beg that I may be furnished with a rule to that effect for my future guidance. From the wording of the Government Order under reference, it would appear that I am therein directed to make a claim against the owners of the *Merkara* for the two iron rails said to be short delivered. As I am confident that Messrs. Binny & Co. would unhesitatingly decline to meet any such claim as being contrary to all mercantile law and usage, I respectfully beg that the question

Proceedings of the Madras Government, Public Works Department,
23rd November 1876. No. 3,191.

may be laid before the Advocate-General for legal opinion. Before concluding, I would call the attention of His Grace the Governor in Council to the fact that it is acknowledged by the Public Works Department that there has in reality been no short delivery, inasmuch as it is asserted that two rails have been landed in excess. Either these articles are the property of Government, or they are not. If they are, and the Public Works Department admit that they are, then it is quite evident that the owners of the vessel having discharged the full number of rails, minus two which they have paid for, are discharged from all further liability in the matter.

4. Soliciting the early orders of Government on the subject.

REFERRED to the Public Works Department for remarks.
(Signed) W. HUDLESTON,
Chief Secretary.

No. 516. ORDER THEREON, 28th November 1876, No. 3,191.

ACCOUNT, No. 40.

His Grace the Governor in Council, on reconsideration, desires that no steps be taken by the Master Attendant for recovery of the value of the missing rails.

(True Extract.)

Major-General, R.E.,
Secretary to Government.

To the District Engineer, Presidency,
,, Marine Department.

STEAM TENDER.
TENDER FOR FREIGHT AND CONVEYANCE OF STORES TO

[All the Blanks are to be filled up.]

Madras via SUEZ CANAL.

Steam Vessel's Name.	Whether a British Ship.	Tonnage per Register. Under Act 17 & 18 Vict. c. 104.		Horse Power, Nominal.	No. of Decks.	Master's Name.	Where lying.	If cleared of Homeward Cargo.	When Steam Vessel be ready		If to touch at any, and what Intermediate Port.
		Gross.	Nett.						To load.	To sail.	
"Meruara" 100 AI	Yes	3000		400	3	Ballantine	at Glasgow	New	in a week	20 th Sept.	Colombo

SIR,

We do hereby offer to convey the estimated quantities of Stores for the Secretary of State for India in Council, by the above Steam Vessel, from London to Madras at the rates under mentioned:

Tons estimated.	Description of Stores.	Rate of Freight per Ton.
276 57	Dr Weight Measurement including 32 boxes ball cartridges require a magazine & about 9 tons of Stores to be carried at shipper's risk on dep't to be divided amongst three vessels	Ball cart 7 1/2 105/- per ton inclg magazine & delivery Other Stores except 9 tons inclg 9 tons Deck freight at shipper's risk & expenses 44/- 80/-

We do also hereby assent to the conditions hereunto annexed, and to the payment of one third of the Freight in India to the Master, or his order, at the rate of exchange mentioned in the advertisement dated 25 August. ; viz., 2s. the Rupee; and we do hereby undertake to indemnify the Secretary of State in Council against all claims by reason of such payment. We also agree to abide by this Tender, and to fulfil the conditions annexed, in the event of the acceptance of it being signified to us within two days after the day appointed for the receipt of the same: and we further undertake not to withdraw this Tender previous to such acceptance, or in default to pay the sum of 5s. per ton on the estimated quantities of Stores to the Secretary of State in Council as liquidated damages.

We are, Sir,

Your obedient Servants,

John J. Gellatly Stanley Swell & Co
109 Leadenhall St (Address.)
E.C.

CONDITIONS FOR FREIGHT OF STORES.

1st. That no Tender of a Steam Vessel will be entertained unless the Vessel is in a Port in the United Kingdom, or reported at Lloyd's to be in the English Channel, within a week of the time of Tender, and is British owned and sailing under the British flag.

2nd. That no Vessel will be accepted without Survey which is not classed A 1 at Lloyd's or Red or Black in the Liverpool Registry, or which does not hold a Board of Trade Passenger Certificate. The Secretary of State, however, reserves to himself the right of ordering for survey at his own expense any vessel which may be tendered, or of rejecting any such Vessel without assigning a reason.

3rd. That the Vessel shall be ready to receive the Stores in the *Vic: Dock* on the *in a week*, and shall not take on board a greater quantity of Dead Weight (Ballast included) than two thirds her Register Tonnage, unless the special sanction of the Director-General of Stores be previously obtained, and that a Certificate approving the draft of water, when loaded and about to leave the port, from a known and properly qualified Surveyor, shall be sent in by the Tenderers with the claim for freight.

4th. That the Vessel shall be ready to sail from *Gravesend* on the *20 Sept 1875*. If she shall be detained by default of the Owners or Master on the one part, or by default of the Officers of the Government of India on the other part, demurrage at a rate not exceeding £10 a day may be claimed from the Tenderers in the event of default of the Owners or Master, or from the Secretary of State in Council in the event of such default by the said Officers, for every day the Vessel may be so detained after 24 hours' notice by the other party, that the period agreed upon for sailing has expired, such rate to include every expense which may arise in consequence of the detention. It must, however, be understood that, if required, 14 days from the date of the Vessel's final acceptance, or from the date of any subsequent engagement by the Secretary of State for India in Council, are to be allowed for the delivery of the Stores alongside.

5th. That the said Officers shall have the option of sending on board any quantity of Stores less than that tendered for, at the same rates of freight, notice of the quantity to be withdrawn being given within two days after the Tender is finally accepted. But the Government of India will not be responsible for the Stores falling short of or exceeding the estimated Tonnage as advertised.

6th. That the Tonnage of Stores be calculated as follows; viz., for Dead Weight, at 20 Cwt. to the Ton, gross Weight; for Measurable Stores, at 10 Cubical Feet to the Ton.

One fifth to be deducted from the measurement of casks for their bulge.

7th. The Stores tendered for will be sent alongside the Vessel by the Officers of the India Store Department, and will be taken from alongside the Vessel in India by the Officers of Government there, to whom notice is to be given by the Master of the Vessel that the Stores are ready for delivery, and are to be delivered into Boats alongside, or on to Wharves or Jetties, as they may direct; but no receipt or acknowledgment of due delivery or final acquittance will be given, nor adjustment of freight take place, until the Stores have been landed and surveyed, according to the prevailing custom of the Public Service of India, and the state of the packages ascertained by the proper Officers of the Local Government.

8th. That the Vessel shall not, unavoidable necessity excepted, touch at any port between England and *Madras* but that mentioned in the Tender.

9th. That if any Craft carrying down the Stores shall be detained alongside the Vessel more than three days, and in the case of Craft carrying Iron Rails more than two days, the Tenderers shall bear the expense occasioned by such detention of the Craft, at the rate of 10s. per diem for each Craft carrying ordinary Stores, and in the case of Craft carrying Iron Rails, at the rate of 2d. per ton per diem, to be deducted from the amount of Freight to be payable in England. Sundays and Holidays not excepted in either case.

10th. That if any Woollen Cloths or Bale Goods be allotted to the Vessel by the said Officers, the same shall be stowed and placed in contact only with other dry Goods, in the after-hold. It is to be clearly understood that the Vessel is to be well dunnaged from the wings, and all other parts where necessary, at the expense of the Tenderers; and that these Stores are not to be stowed within four feet of the square of either hatchway, and that in the event of damage to the Stores, arising from improper stowage or any deviation from the stipulations before mentioned, the Tenderers shall be held responsible for the loss and damage occasioned thereby. A certificate of the Stores having been stowed according to this clause must be produced to the Local Government Officers before the adjustment of freight can take place.

11th. That the sanction of the Director-General of Stores be obtained before any Gunpowder, Ammunition, Lucifer Matches, Fuzes, or other explosive Material, or

Department, Belvedere Road, Lambeth, to enable the Officers there to select the Stores to be "shut out," and the Tenderers of the Vessel are to be responsible for all loss, damage, and expense which may result from any Stores being shut out by the Vessel; also for any increased rate of freight the said Secretary of State for India in Council may have to pay for sending the Stores by another Steam Vessel, and for any expense whatever that may result from the default. Where a Vessel sails before the date named in the Tender, or before the period allowed for shipping expires, as specified in clause 4, and Government Stores are shut out, a penalty of £50 will be enforced in addition to the other penalties under this Clause.

13th. That the expense that may arise by the enlargement of the hatchways or opening the decks so as to admit boilers, engines, or other machinery (if any) in and out of the Vessel, and of relaying the decks here and in India, be borne by the Owner.

14th. That the Tenderers shall be at the expense of providing all necessary machinery, tackle, &c. that may be required for taking the various articles on board and delivering the same from alongside in India, and shall pay any craneage or charge for risk that may arise when the dock cranes, shears, &c. are made use of, unless otherwise provided in the Tenders and agreed to before or at the time of the acceptance of the Vessel.

15th. That the freight be payable as follows; viz., two thirds in England, which will be payable within twenty-one days after the Bills of Lading are signed, provided that the Vessel has left the Port, upon production of the Certificate referred to in clause 3; and the remaining one third in India on delivery of the Stores, according to the tenor of the Bill of Lading, at the rate of exchange of 2s. per Rupee. If the freight does not exceed £30 the whole will be paid in England. In both instances the freight is to be subject to deduction of the charges or penalties which may arise by a breach of agreement; and that portion payable in India to the deduction of such amount as may be fixed by the proper authorities in India for any damage or deficiency of the Stores, to which the Owners may be liable according to the conditions of the Bill of Lading. No charge is to be made or will be allowed under the head of "primage."

16th. All Tenders must be delivered at the Store Department in the India Office, on the preceding printed Form, the blanks being filled up by the Tenderers. If a Steam Vessel be offered on the same day to convey Stores to more than one Presidency in India, a separate Tender must be made for each Presidency or Port.

17th. When the Stores are shipped, notice, in writing, is to be given at the Shipping Branch of the Store Department, Belvedere Road, Lambeth, at least two clear days before the Vessel will be ready to sail, and the Master is to attend there, when required, to sign Bills of Lading, according to the form prepared by the Director-General of Stores for India. Should, however, circumstances arise rendering the Master's attendance impossible, the signature of the Owners or Brokers will be accepted upon receipt of a written authority from the Master acknowledging their signature as binding upon him. In default of his or their attendance at the Shipping Branch to sign Bills of Lading, a deduction will be made from the Freight at the rate of five per cent. for every day between the date to be specified in a forty-eight hours' notice to be sent to the Brokers when the Bills of Lading shall be ready for signature and that of his or their attending to sign the same.

18th. That all Steam Vessels engaged for the conveyance of Stores to India will be required to be fitted with a Lightning Conductor.

19th. When a Vessel is engaged for the conveyance to India of Gunpowder, Ammunition, or any similar Stores, a Magazine must be provided to be approved by the Surveyor of Shipping and the Stores stowed to his satisfaction.

Notice in writing must also be given to the Superintendent of Stores, Belvedere Road, Lambeth, three clear days before the Vessel will be ready to receive such Stores, to enable him to make arrangements for their Shipment.

No. 1.

	Cases	Casks or Barrels	Bales	Bundles	Pieces & Packages	Loose Articles
ration Stores						
per 198/9	2					
Clothing Stores						
3330/3452	78		45			
Misc. Stores						
Ball 1/732	732					
8. 200	2					
200/9		7				
l Stores						
4/145. 101/182. 184. 19/208.	65	14	4			
Worked Stores	2434/45	12				
6/7	2					
Harbour Works						
5	72					
100				318		
	56					
Crossings		45			8 50	
					Rusty	103
						1430
Rails						
Wheels & Axles						80
Boards	1/80					
Cannages						
itance Stores						
Provincial Funds						
Bookbinders' 193/4	2					
Foreign Funds						
195	1					

SHIPPED in good order and condition, by the Secretary of State for India in Council, in and upon the good Ship called the

"Merakara" S.S.
Burden 294 Tons or thereabout, whereof Master for this present Voyage
and now lying in the River Thames and bound for

Madras
Via Suez Canal
Nine hundred and fifty-two Cases,
Twenty-one Casks
Forty-nine Bales
Three hundred and twenty-six Bundles
Fifty Pieces and Packages, and One thousand six hundred and fifteen Loose Articles

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 Madras (the Dangers of the Seas only excepted), unto the Governor in Council there resident, or to their Assigns. Freight being payable according to the conditions annexed to the Tender or Tenders, and at the rates therein mentioned, as follows, viz.: Two Thirds in England, and the remaining One Third in India, on due delivery, the latter payment at the rate of two shillings per Rupee, unless the total amount is £30 or under, when the

Indorsement of the Marine Dept
letter from the Master attendant, Madras
to 1876 dated 13 November 1876.

FOR ORDERS.

Colonel R. Napier
Secretary to Government

I think that
Taylor is
right but if his
view is not correct
I do advise a
provision being
taken
I think that
Taylor is
right but if his
view is not correct
I do advise a
provision being
taken
I think that
Taylor is
right but if his
view is not correct
I do advise a
provision being
taken

Co. 1.
 ral
 per
 Cl
 333
 29
 Bar
 8.3
 l
 4/10/8
 Wo
 6/7
 Gar
 5
 les
 5
 4
 Rail
 Wheel
 Rod
 Car
 itar
 Brov
 Book
 Gore

FOR ORDERS.

8214

Harbour Works

*Impelled that a
 2 years ago, with
 being the
 contract for the
 long to be made
 in the supply - for the
 length of the
 2 other in 1876
 expenditure 22,21-46
 apparently = 30
 missing 4 (7.3) = 30
 1876*

BC

(1876)

Administrative Department.

MADRAS,
 Marine Office,

No. 7809.

10th November 1876.

From

J. H. TAYLOR, Esq., LIEUT., R.N.R.,

Master, Attendant,

Administrative Department,

Madras,

To

The Honorable W. Hudleston

Chief Secretary to Government,

Marine Department,

Fort Saint George.

Sir,

I have the honor to make the following representation, in reference to the Proceedings of Government in the P. W. Department, marginally noted, and N^o 2506 dated 19th September 1876, respectfully to solicit the definite Orders of His Grace the Governor in Council on the subject, for my future guidance.

The S. S. "Merakara" brought out a consignment of Government stores in December 1876, as per Bill of Lading herewith annexed (marked A) - reference to this document will show that 1535 Rails were shipped for the Harbour Works, neither size, weight nor dimensions are given. Out of this number 1533 Iron rails, all of which have been accepted as Government property were actually delivered by the ship. From this latter number 1532 were made over to the General Superintendent Public Works Stores, and one rail lost overboard alongside of the Pier duly paid for. There then clearly remain

remain only 2 rails to be accounted for by the
Commander, the value of which, in accordance with
the authority vested in me by the Landing and Ship-
ping Rules, Extract of which is quoted in the margin, has
been duly deducted from the Owners' freight bill, and
the transaction closed. Beside the Bill of Lading,
the only other document binding upon the owners of
the "Merka" is the Vender, which is annexed
(Marked B). A reference to clause 15 of this document
will show that the portion of the freight payable
here is subject to deduction for any damage or de-
ficiency to which the Owners may be liable
according to the conditions of the Bill of Lading.

The Government, in their Order, virtually
lay down that all deficiencies in future shipments
are to be decided by the packing account, which is
a departmental document containing the contents
and particulars of all Government stores, and one
which is never seen nor acknowledged by the
Captain or owners of a vessel. The deductions made
from Government freight have hitherto, for a
long series of years, been based first upon the terms
of the Bill of Lading, and secondly been regulated
by law and custom bearing upon all similar
mercantile transactions, and the decision has
hitherto been vested in the Head of the Marine Department.
If it is intended hereafter that the question of

The Master Attendant
Administrative De-
partment, will
then pass the freight
Bill, making, if the
circumstances of the
case require it, such
deductions as may be
authorized by the
Vender and Bill of
Lading, which are
those obtaining in all
mercantile transactions
of a similar nature.

making the necessary deductions from the freight bill
is to be left with heads of departments, after
opening the packages in accordance with the packing
account. I respectfully beg that I may be furnished
with a rule to that effect for my future guidance.
From the wording of the G. O. under reference, it would
appear that I am therein directed to make a claim
against the owners of the "Merka" for the two iron
rails said to be short delivered. As I am confident
that Messrs Pinney and Co. would unhesitatingly
decline to meet any such claim as being contrary
to all Mercantile law and usage, I respectfully beg
that the question may be laid before the Advocate
General for legal opinion. Before concluding, I
would call the attention of His Grace the Governor
in Council to the fact that it is acknowledged
by the P. W. Department that there has in reality
been no short delivery, inasmuch as it is asserted
that two rails have been landed in excess. Either
these articles are the property of Government, or they
are not. If they are, and the D. P. Works admit
that they are, then it is quite evident that the
owners of the vessel having discharged the full
number of rails, minus two which they have
paid for, are discharged from all further liability
in the matter.

Soliciting the early orders of Government

802/14



Govt. of Madras.

PUBLIC WORKS.

To

The P. & C. Presidency.

29

Dated

Issued

Recd

Encl.

G. O. 28th Dec. 1870, No.

3194

Recd. 575/16

Cost of delivery of stones for
Harbour Works per 85

"Her Kara" Bricking that

50000 lbs taken for the re-

-covery from the ship owners

of the value of certain building

materials

By P. & C.