

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

22nd March 1881, No. 156.

Government Stores.

Read the following paper:—

No. 41. *Despatch from the Most Honorable the Secretary of State for India,*

Financial (Stores),
No. 2 [Current No. 163].

INDIA OFFICE, LONDON,
3rd February 1881.

SIR,—I forward herewith, for your Excellency's information, six copies of the revised conditions for freight and conveyance of stores to India, which, after full consideration, have been approved by me in Council.

2. You will observe that the conditions include a provision for the payment of four-fifths of the freight in this country and the remaining one-fifth in India at the exchange of 1s. 8½d. per rupee, and that when the freight does not exceed £50 the whole is payable here.

Hitherto, as you are aware, the practice has been to pay two-thirds here and the remaining one-third in India at the exchange of 2s. per rupee, while the limit for entire payment here was £30.

The rate of exchange (1s. 8½d. per rupee) is that fixed by Her Majesty's Treasury and this office for the adjustment of accounts for the year ending 31st March 1881, and will therefore be subject to alterations at the commencement of each succeeding financial year.

3. The guaranteed Railway Companies have, at my request, arranged to provide that in all their contracts for the conveyance of stores entered into after the 1st January the freight shall be paid in the manner now adopted for the payment of freight on Government stores.

4. The provision inserted in the former conditions for freight in accordance with the request contained in a Military letter from His Grace the Duke of Buckingham, No. 14, dated 5th February 1878, relative to the discharge of Government stores at Madras, has been, after due consideration, omitted from the revised conditions, as it is not thought advisable that special clauses of this description should be inserted in conditions which have a general application, or that any steps should be taken in this country to define absolutely the rate of discharge of stores, which should be received with the despatch customary at the port to which they may be consigned.

Clause 12 is considered to be quite sufficiently wide to cover all reasonable requirements as to the place of landing stores.

Clause 13 leaves to your officers the right of determining what is the amount of loss, if any, *prima facie* to be deducted from the freight payable in India, but of course it would in any case be open to the owners to appeal in a proper manner against any decision so come to.

5. In preparing these revised conditions, an endeavour has been made to simplify the provisions as far as is consistent with a due regard to the necessities of the public service, and to avoid any regulations which would probably be of limited application, or which would secure for Government very little advantage beyond that obtainable under ordinary law and custom, while, on the other hand, their insertion might tend to raise the rates of freight on all Government stores.

His Excellency the Right Honorable
The Governor in Council, Fort St. George.

I have, &c.,
(Signed) HARTINGTON.

ENCLOSURE No. 1.

INDIA OFFICE, STORE DEPARTMENT.

CONDITIONS FOR FREIGHT AND CONVEYANCE OF STORES.

NOTE.—The term "Owner," used in the following Conditions, is to be understood as signifying the registered Owner or Owners, or the person or persons on whose behalf the Vessel is tendered.

1. The Vessel is to be tight, staunch, strong, well found, and in every way fitted for the voyage, and must sail under the British Flag. She must be properly laden, and to a safe draught of water.
 2. No Vessel 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, will be accepted without survey. The Secretary of State for India in Council, however, reserves to himself the right of having any Vessel surveyed and of rejecting any Vessel without assigning a reason.
 3. Should the Vessel not be ready to load, or to sail, by the date stated in the Tender, the Owner will be liable to pay to the Secretary of State for India in Council the sum of 10%, as liquidated damages for each day's delay in either event,—provided the delay shall not have been caused by any default on the part of the Government. The Secretary of State in Council may deduct these damages from the amount payable for freight.
 4. The Stores will be sent alongside the Vessel in the loading Dock mentioned in the Tender as soon as practicable after the day fixed for loading, but not later than fourteen days after the acceptance of the Tender. The Owner will receive and ship the Stores as they are sent alongside, and will hold the Secretary of State for India in Council free from all claims for demurrage on steamer, craft, or wagon alongside.
 5. The Owner is to provide all necessary machinery, tackle, &c., and to bear any other expenses (including enlargement of hatchways, &c.) that may be required for taking and stowing the Stores on board and delivering the same overside in India.
 6. Acids, or other Stores to be kept on deck, must be stowed to the satisfaction of the Officers of the Store Department.
 7. Vessels carrying Malt Liquor must be ventilated to the satisfaction of the Surveyor appointed by the Secretary of State for India in Council. Malt Liquor is not to be stowed by night except with the sanction of the Surveyor. In iron Vessels it must be stowed in the lower hold. The coins for its proper stowage and all the dunnage wood used on board the Vessel must be approved by the Surveyor.
 8. Gunpowder, ammunition, or other explosives, as defined by Section 3 of the Explosives Act, 1875, must be stowed in accordance with Admiralty Regulations; and all magazines provided by the Owner under these Regulations must be approved by the Surveyor appointed by the Secretary of State for India in Council.
- Notice in writing must be given to the Superintendent of General Supplies and Shipments, India Store Depot, Belvedere Road, Lambeth, three clear days before the Vessel will be ready to receive the Stores mentioned in this clause.
9. No petroleum, guano, green hides, creosote or creosoted goods, or other deleterious cargo, are to be shipped on private account in Vessels engaged to carry Malt Liquor, Provisions, or Medical Stores. No gunpowder, ammunition, or other explosives, as defined by Section 3 of the Explosives Act, 1875, matches, fuzes, or dangerous chemicals are to be shipped in any Vessel on private account except under a certificate from the Surveyor appointed by the Secretary of State in Council, permitting the shipment of such explosives or dangerous stores, which must be stowed to the satisfaction of such Surveyor, and in accordance with Admiralty Regulations. Coals or Coke are not to be taken in Vessels carrying Malt Liquor, except under like permission and certificate of the Surveyor, unless they are stowed in a separate compartment in iron Vessels.
 10. Bills of lading, in the annexed India Office Form, shall be signed by the Master, or other competent person producing the Master's written authority to sign on his behalf. In London they are to be signed at the Office of the Superintendent of General Supplies and Shipments, Belvedere Road, Lambeth.
 11. Should the Owner fail to take by the Vessel named the Stores contracted for, or any portion thereof sent alongside, as provided in Clause 4, the Secretary of State for India in Council shall have the right to forward the Stores so not taken by any other Vessel or route, and to charge to the Owner, or deduct from the amount payable for freight, any demurrage and additional freight he may incur by so doing, and also all other additional expenses of whatsoever kind caused by or arising out of the Owner's default.
 12. The Stores will be taken from alongside the Vessel in India by the Officers of Government, upon notice given to them by the Master that he is ready to deliver; and the Stores

shall be delivered into boats alongside or on to wharves or jetties as the Officers of Government may direct.

13. Freight will be payable as follows: viz., four-fifths thereof in England within twenty-one days after the bills of lading are signed and the Vessel has left the port; and the remaining one-fifth shall, subject to the deductions hereinafter mentioned, be payable in India in Indian currency (at the rate of exchange of 1s. 8½d. per rupee) to the Master or his order, on production of a certificate of the Officers of Government of the due delivery of the Stores, according to the tenor of the bill of lading and in accordance with these conditions. In the event of any loss being sustained by Government by reason of any injury to the Stores, or of any deficiency in the quantity delivered, not covered by the printed exceptions in the bill of lading, the Government may deduct the value of such loss from the portion of the freight payable in India, or, if necessary, recover the same from the Owner. If the freight does not exceed 50%, the whole will be paid in England. No charge will be allowed under the head of "primage."

14. The Owner is not to be a member of the House of Commons, such person being, by Act 22, Geo. 3, Cap. 45, neither alone nor jointly with any other person, competent to enter into the Contract, which will be made upon the condition that no such member is to be admitted to any share or part thereof, or to any benefit or advantage to arise therefrom. This will not, however, extend to any incorporated trading company tendering in its corporate capacity for the benefit of such company.

N.B.—The Secretary of State for India in Council reserves the right of rejecting any and all Tenders without assigning a reason.

[All blanks must be filled up by the Tenderers.]

TENDER FOR FREIGHT AND CONVEYANCE OF STORES

FROM		TO		via						
Name of Vessel and of Owner.	Class, and in what Register.	If Board of Trade Certificate, Date when it will expire.	Gross Register Tonnage.	Nominal Horse Power.	Dock where now lying, and where to load.	When Vessel will be ready.			Intermediate Ports, if any, at which Vessel will call.	
						For survey.	To load.	To sail.		

On behalf of the Owner,* we do hereby offer to convey, for the Secretary of State for India in Council, upon the above conditions, the undermentioned estimated quantities of Stores by the above† Vessel, from to , via , at the following rates:—

Tons estimated.		Description of Stores.	Rate of Freight per Ton.	
Weight.	Measurement.		Weight.	Measurement.

And we agree to abide by this Tender, should its acceptance be signified to us within three days after the day appointed for its receipt.

* The words "On behalf of the Owner" are to be struck out, and the word "Owner" substituted for "Brokers," if the Vessel is tendered directly by the Owner.

† Steam or Sailing.

Should we withdraw this Tender before the expiration of such three days, we agree to pay, as liquidated damages by reason thereof, the sum of five shillings per ton for every ton of the above estimated quantities of Stores.

Signature, _____, Brokers.*

Address, _____

† do hereby authorize _____ to agree with the Secretary of State for India in Council, for the Freight and Conveyance of the above Stores, on the above Terms and Conditions.

Signature, _____, Owner.

Address, _____

To the Secretary of State for India in Council,
India Office, London.

Dated the _____, 188 .

INDIA OFFICE FORM OF BILL OF LADING.

SHIPPED in good order and condition, by the Secretary of State for India in Council, on board the _____ Vessel called the _____

↑
I

for this present Voyage
and now lying in _____, whereof is Master _____, and bound for _____

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 _____ (the Act of God, the Queen's Enemies, Fire, and all and every other dangers and accidents of the Seas, Rivers, and Navigation, of what nature and kind soever during the said Voyage, always excepted), unto the there resident, or to their Assigns, freight being payable at the rate and upon the terms mentioned in the Agreement for the conveyance of the stores.

In witness whereof the Master of the said Vessel hath affirmed to three Bills of Lading, all of this Tenor and Date. The one of which being accomplished, the other Two to stand void.

Dated in _____, the _____, 188 .

* The words "On behalf of the Owner" are to be struck out, and the word "Owner" substituted for "Brokers," if the Vessel is tendered directly by the Owner.

† To be signed by the Owner, unless the Broker attaches to the Tender an authority from the Owner to sign on his behalf.

No. 42.

ORDER THEREON, 22nd March 1881, No. 156.

Recorded.

(True Extract.)

J. Vaidyan
Chief Secretary.

To the Departments of the Secretariat.
" Accountant-General.
" Master Attendant, Madras.

Exd. J. W. Fischer.

P. H. C. No 2167

Govt. of (1881) Madras.

Prop April
MACHINE.

To

THE DEPARTMENTS OF THE
SECRETARIAT,

&c., &c., &c.

S.S.C.

Dated March, 22nd.

Issued

Recd.

April 5

Encl.

G.O., 22nd March 1881, No. 156.

MARCH
Nos. 41-42.

Government Stores.—Despatch from Secretary
of State, forwarding with remarks six copies of
the revised conditions for freight and conveyance
of stores to India, recorded.

with order

N 9834

B No 983 W of Kapl's

Recorded.

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6/4

Ch. for Rys ✓
Genl. Supt. P.W. & W ✓
Supt. M. H. works ✓
Ex. P.W. & A. ✓
Ex. Ry. accounts ✓

Desd
12-4-81