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TAMIL NADU ARCHIVES

GOVERNMENT OF TAMIL NADU

P.W.D. DEPARTMENT

G.O. No.	<i>203.1X.</i>	Press.
B.P. No.		Mis.
Dated	<i>25.1.1882</i>	<i>197.</i>

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Not to be folded or roughly handled

203
1

GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

25th January 1882, No. 203 W.

Buildings and Roads.
Civil Works.

Read the following paper :—

No. 111. Despatch from the Most Honorable the Secretary of State for India.

Public Works,
No. 40.

INDIA OFFICE, LONDON,
8th December 1881.

UPON the receipt of your Excellency's letter, No. 44, dated 2nd August 1881, relative to the deduction of Rs. 477-15-5 from the freight of the ship *Windermere* on account of damage to Portland cement shipped by that vessel, the opinion of your Government as to the liability of the ship for the damage in question was communicated to Messrs. Gosman and Smith, the freight contractors.

2. They have, however, made a further appeal against that decision, and I therefore forward for your consideration the correspondence which has taken place on the subject, together with a report by the Surveyor of Shipping to this office.

3. It would probably be difficult to prove absolutely, in this case, that the damage arose from improper stowage, in the face of the evidence which would be given by Messrs. Ritherdon and Son, in support of their certificate of the 20th April 1881.

4. It may, therefore, be desirable to consider whether there may not be reasonable grounds for a compromise. If you deem such a course expedient, such arrangements as may appear advisable should be made with the Agents of the ship at Madras.

I have, &c.,

(Signed) HARTINGTON.

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

COPY of letter from the Director-General of Stores, to Messrs. GOSMAN and SMITH, dated 16th September 1881.

WITH reference to your letter of the 25th April last, and to my reply of the 2nd May, relative to a deduction made at Madras from the freight of the ship *Windermere* for damage to the cement shipped by that vessel, I have now to inform you that a communication has been received from the Government of Madras to the effect that the damage in question was due to improper stowage, the casks having been stowed against the sides of the ship unprotected by dunnage, as usual.

COPY of letter from Messrs. GOSMAN and SMITH, to the Director-General of Stores, dated 20th September 1881.

WITH reference to our conversation with you of to-day, we now beg to hand you copy of certificate from Messrs. Edward Ritherdon and Son, your then Surveyors of Shipping, as to the stowage of the barque *Windermere*.

In your letter of the 16th instant, relative to this same matter, you state "that a communication has been received from the Government of Madras to the effect that the damage in question (i.e., to cement) was due to improper stowage." Now, on referring to Messrs. Ritherdon's certificate (copy enclosed) you will notice that when surveyed this side, she was properly stowed, and that consequently, if the dunnage, &c., had shifted on passage, the damage to cargo had resulted from perils of the sea, and not from improper stowage; the ship in that case not being liable. Under these circumstances, we are instructed by the owner to make application to you for the return of the money deducted from the above vessel's freight at Madras, and we trust you will give this important matter your earliest attention.

Copy of Certificate.

THIS is to certify that the undersigned at the request of Messrs. Gosman and Smith in September last surveyed the cargo shipped on board the barque *Windermere* for Madras, in the South West India Docks, and found the same properly stowed.

(Signed) EDWARD RITHERDON and SON,
Surveyors of Shipping.

LONDON, 20th April 1881.

COPY of letter from A. ABERCROMBIE JOPP, Esq., Director-General of Stores, to Messrs. GOSMAN and SMITH, dated 26th September 1881.

In reply to your letter of the 20th instant, again enclosing copy of Messrs. Ritherdon and Son's certificate, dated 20th April 1881, which you forwarded with your previous letter of the 25th April 1881, I do not think that this certificate, relative to the general stowage in the previous September of the cargo of the *Windermere*, is sufficient to dispose of the testimony of the Government Surveyor who inspected the cargo on the vessel's arrival at Madras, and who reports that there was no dunnage visible at all, and that none could therefore have worked down at sea, the casks being stowed against the battens fastened to the frames.

COPY of letter from Messrs. GOSMAN and SMITH, to the Director-General of Stores, dated 13th October 1881.

WITH reference to the deduction of freight on cement per *Windermere*, made at Madras on account of alleged bad stowage, Mr. Scott, the owner, and Mr. Gosman had a personal interview with you on the 10th instant, and as you wished to again refer the matter to Madras, we, in accordance with your request, now put in writing a few of the arguments there advanced on behalf of the ship.

Mr. Scott has sent us his views, copy herewith, to which we have nothing to add but this, that in No. 1 Survey a few of the casks damaged were stowed under the main hatch combings; now clearly the question of dunnage could not apply to these.

Further, with regard to the Surveyor, Mr. Gosman stated, that under our contract we were only liable for bad stowage, and we took the precaution to have a Surveyor to see to the stowage, and Mr. Ritherdon, your own Surveyor, was appointed, and has given a certificate that the ship was properly stowed, &c.

You will remember remarking to Mr. Gosman, that Mr. Ritherdon's certificate was not dated when the ship left; our reply to this was that we never dreamt it would be required, and so did not ask for it until wanted.

Under all our contracts with similar clauses, we have loaded under survey, but never before had cause to produce certificate; however this case shows us clearly that what we have so long practised is quite necessary for the ship's protection.

In conclusion, we would remind you that Mr. Scott was a member of the late firm of I. I. and H. Scott, Newcastle-on-Tyne, long the Agents for the Council of India in the North of England, and no man knows better than he how your cargoes should be stowed, and we ourselves have no doubt whatever that the ship was properly stowed on leaving London.

COPY of letter from HENRY SCOTT, Esq., dated 11th October 1881.

REFERRING to the conversation your Mr. Gosman and myself had with the Director-General this morning, I beg to reiterate my strong conviction that the Government had no right whatever to debit us with the cost of the 65 casks of cement damaged in the *Windermere*, and that I shall persevere and take such steps as I deem best calculated to get justice done the ship, in the first place however as the Director-General suggested by sending the claim out again to Madras. My views are as follow:—the Government claim for damage done to cement by

reason of there being no dunnage between the skin of the vessel and the cargo; their own survey entirely puts them out of Court on this point, as it distinctly states that the sea water came from above; and I therefore claim that the absence or presence of dunnage does not affect the question at all, and that the damage is attributable to the effects of heavy seas against which our Captain's protest protects the vessel.

Although I contend that the stowage does not affect the question, I beg you will lay these facts before the authorities at Madras, first my assertion that the cargo was properly stowed and dunnaged, and that it has *always* been our custom to dunnage the cargo in the "green decks," which Captain Miller will confirm, and as I always make a point of visiting the ships every day when loading I must have noticed this omission if it had occurred. Secondly, that we employed Mr. Ritherdon, who as a Surveyor employed by Government, was the fittest man we could get, under whose supervision the cargo was stowed and whose certificate was laid before the Director-General. Thirdly, that Mr. Charlton also certifies that he dunnaged and properly stowed the cement. I may mention that he had *carte blanche* as to wood for dunnage, and there was no reason whatever why he should spare it. I think that if these things are properly put before the authorities at Madras they must see that they have made the claim under a misconception and will withdraw it.

COPY of Report by Surveyor of Shipping, dated 7th November 1881.

I AM of opinion that, by paragraph 7 of Contract, the ship is liable for the damage done to casks stowed in the wings against the side battens of the vessel; as to the rust and sea water having come down from above (the great point of objection made in Mr. Scott's letter), I do not think this (although an argument in her favor) will relieve the ship from liability of bad stowage from want of dunnage being placed against the side battens, as the water coming through the topsides of the vessel when lying over or rolling would trickle from the battens on to the casks, dunnage placed here would have protected the casks from this trickling of water, and, I think, would have been in accordance with good stowage. The Survey Report at Madras, goes on to say, "several casks had been landed damaged before I went on board." The ship, according to usage, is here again liable, as notice ought to have been given and a survey held on the damaged casks before they were broken out, to show that they were properly stowed and dunnaged. As to Messrs. Ritherdon and Charlton's certificates, I attach little importance to them, unless they can show that they were taken from journals kept or surveys held at the time; this seems most unlikely, as no date of the circumstance when it occurred is given in the certificates—only in "September last."

(Signed) T. COULTER KERR,
Surveyor of Shipping.

No. 8.

REFERRED to the Master Attendant, with advertence to G.O., No. 1897 W., dated 2nd August 1881, for any further remarks he may desire to offer. (Requested to be returned).

(Signed) R. H. SANKEY, Colonel, R.E.,
Secretary to Government, P.W.D.

6th January 1882.

No. 111-A. From J. H. TAYLOR, Esq., Lieutenant, R.N.R., Master Attendant, Administrative Department, to the Secretary to Government, Public Works Department, dated Madras, 17th January 1882, No. 482.

In returning the papers referred for remarks under endorsement No. 8, dated 6th January 1882, I have the honor to state that there can be no doubt that the casks *ex Windermere* were damaged by sea water in the wings of the ship, except perhaps one or two under the combings of the hatchway from insufficient caulking; and there is also no doubt that on arrival at Madras, and examination by the Government Surveyor, there was no wing dunnage to be seen or traced. It is so much the custom now for all traders to insure their goods, and the Insurance Office to pay up whenever a danger of the sea is quoted, that contentions of this sort are very rare; but Government does not insure, and has a right to the utmost protection that the terms of the Bill of Lading or Charter Party can convey. I cannot see that the owners of this ship have produced any evidence to weaken their liability.

No. 112.

ORDER THEREON, 25th January 1882, No. 203 W.

In the opinion of Government there is just room for doubt whether dunnage between the side battens and the casks would have protected the latter from direct drip through the seams of the deck, although it might have saved them from the effects of leakage trickling down the sides and accumulating on the battens.

2. The owners contend that they are not liable for damage, the effect of direct drip through the deck seams. If this be so, or if there be any doubt about it, the Government would be willing to compromise the matter, and in such case the Master Attendant is requested to communicate with the Agents of the vessel and report the terms they may agree to accept. If however the ship be liable for such damage, the Government will maintain their position.

(True Extract.)

(Signed) R. H. SANKEY, Colonel, R.E.,
Secretary to Govt., P.W.D.

To the Master Attendant.
" Marine Department.

Exd. S. T. Austin.
Spare Copies

203/3

BUILDINGS AND ROADS.
CIVIL WORKS.

Govt. of (1882) Madras.
PUBLIC WORKS.

To

THE MASTER ATTENDANT,

&c., &c., &c.

Dated January, 25th.

Issued

Recd.

Encl.

G.O., 25th January 1882, No. 203 W.

JANUARY.

Nos. 111-112.

Damage to Cement shipped by the vessel
"Windermere."—Passing orders on despatch
from the Secretary of State relative to the
deduction from the freight of the ship on
account of —.

203/H
GOVERNMENT OF MADRAS.

PUBLIC WORKS DEPARTMENT.

2nd August 1881, No. 1,897 W.

General.
Account.

Read the following papers:—

No. 19. Despatch from the Most Honorable the Secretary of State for India.

Financial (Stores),
No. 4.

INDIA OFFICE, LONDON,
19th May 1881.

SIR,—I forward herewith, for your Excellency's consideration, copy of a letter, dated 25th April, with enclosures, from Messrs. Gosman and Smith, in which they apply for a refund of Rs. 477-15-5 stated to have been deducted from the freight of the ship *Windermere* on account of damage to the cement shipped by that vessel.

2. I also enclose a copy of the contract for the conveyance of the cement entered into with Messrs. Gosman and Smith. Should their claim be admitted the amount deducted should be repaid to the agents of the ship at Madras.

3. I request that I may be informed of the result of this reference, and that, if the deduction in question be not refunded, the reasons may be fully reported to enable me to reply to Messrs. Gosman and Smith.

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

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

No. 20. From J. H. TAYLOR, Esq., Lieutenant, R.N.R., Master Attendant, Administrative Department, to the Secretary to Government, Public Works Department, dated Madras, 14th July 1881, No. 6,335.

I HAVE the honor to acknowledge the receipt of the Proceedings of Government, No. 1,501 W., dated 18th June 1881, and in returning the accompanying papers to state that paragraph 7 of the contract shows that after the stores are landed they should be surveyed by a committee of officers, and that the ship would be liable for damage arising from improper stowage. To ascertain this, on the arrival of the *Windermere*, the Government Surveyor, as usual, inspected the vessel, and reported that several casks were badly stained with iron rust, and that the cement was stowed against the side battens of the vessel. The damage was therefore attributable to improper stowage, there being no dunnage, and the ship was accordingly held liable.

2. I herewith forward a further report from the Government Surveyor, wherein he states "that to the best of his recollection there was no dunnage visible at all and none could therefore have worked down at sea, the casks being stowed against the battens fastened to the frames." I am unable to reconcile the statements of Messrs. Ritherdon and Charlton, (the latter of whom stated it was well dunnaged) to the effect that the cement was properly stowed, with that of the Government Surveyor at Madras.

3. It would appear from Mr. Henry Scott's letter, dated 20th April last, included in the correspondence herewith returned that a protest was entered by the Commander of the *Windermere*, but none appears to have been forwarded to this department.

From C. H. ROWLAND, Esq., Government Surveyor, Madras, to the Master Attendant, Administrative Department, dated Madras, 27th June 1881.

In returning the accompanying papers from Government sent to me for report, I have the honor to state that it appears to me that the only remarks I can make in addition to my survey report is that to the best of my recollection there was no dunnage visible at all and none could therefore have worked down at sea, the casks being stowed against the battens fastened to the frames.

2. With regard to the report of Messrs. Ritherdon and Charlton, I merely certify as to the state in which I found the cement on arrival here.

No. 20-A. From J. H. TAYLOR, Esq., Lieutenant, R.N.R., Master Attendant, Administrative Department, to the Chief Secretary to Government, dated Ootacamund, 28th July 1881.

I HAVE the honor to report, for the information of Government, that no portion of a ship's cargo is ever allowed to touch the skin of the ship; *dunnage*, which generally consists of billets of wood, is always placed carefully so as to guard the cargo from contact with the sides down which any leakage from the seams of the ship may be expected to run; defective dunnage is the cause of nearly all damage to cargo and throws the blame and loss upon the ship. In the case of casks upright, pieces of wooden dunnage are used so as not to check the drip of any leakage. The battens longitudinally fastened to the skin of an iron ship *do not* and *cannot* represent dunnage; they are never considered as such; dunnage also is used in all parts of the hold of a ship where goods from any peculiarity of shape are likely to work about and receive damage. The damage in the present instance was confined to casks resting on the sides of the ship *unprotected* by dunnage, upon which point the inspecting officer of Government satisfied himself at the time.

No. 21. ORDER THEREON, 2nd August 1881, No. 1,897 W.

THE Honorable the Governor in Council is satisfied, from the reports of the Government Surveyor and of the Master Attendant, that the damage to the cement in question was due to improper stowage and that therefore the ship is liable for the loss.

2. The Secretary of State will be informed accordingly.

(True Extract.)

To the Superintendent, Madras Harbour Works.
" Marine Department.

Major, R.E.,
Under Secy. to Govt., P.W.D.

Exd. E. C. Shunker.

Spare Copies

803/5

GENERAL
ACCOUNT

Govt. of (1881) Madras.

PUBLIC WORKS

To

THE SUPERINTENDENT,
MADRAS HARBOUR WORKS.

&c. &c. &c.

Dated August, 2nd.

Issued

Recd.

Encl.

G. O., 2nd August 1881, No. 1,897 W.

AUGUST.

Nos 19-21.

Damage to Cement shipped by the vessel
"Windermere."—The Secretary of State in-
formed that the ship is liable for the loss
sustained by —.

PUBLIC WORKS DEPARTMENT.

No. ⁴⁴
1,898 W.

TO THE MOST HONORABLE THE MARQUIS OF HARTINGTON,
SECRETARY OF STATE FOR INDIA.

MY LORD MARQUIS,—We have the honor to acknowledge the receipt of your Lordship's Despatch No. 4, (Financial Stores), dated 19th May 1881, forwarding copies of correspondence on the subject of the deduction of Rs. 477-15-5 from the freight of the ship *Windermere* on account of damage to portland cement shipped by that vessel.

2. As the result of our further inquiry we attach copies of the letters quoted in the margin, from which it will be observed that the damage is reported to be due to improper stowage, the casks having been stowed against the sides of the ship unprotected by the usual dunnage from leakage through the seams.

From the Government Surveyor, dated 27th June 1881.
From the Master Attendant, Administrative Department, No 6,335, dated 14th July 1881.
From the Master Attendant, Administrative Department, dated 28th July 1881.

3. Under these circumstances we consider the ship liable for the loss.

We have the honor to be,

My Lord Marquis,

Your Lordship's most obedient, humble servants,

OOTACAMUND,
2nd August 1881.

Exd. E. C. Shunker.

OOTACAMUND.
PUBLIC WORKS DEPARTMENT.

Letter to the Most Honorable the
Secretary of State for India.

Dated 2nd August.

No. $\frac{44}{1,898}$ W. of 1881.

CONSIDERS that the Ship *Windermere* is liable
for the loss sustained by damage to the cement
shipped by that vessel.

Public Works

No. 40.

Ind in Office, P
Load on, 2nd December, 1881.

$\frac{20}{4}$

Sir,

1. Upon the receipt of
Your Excellency's letter
No. 44. dated 2nd August 1881,
relative to the deduction
of Rs. 477. 15. 5 from the
freight of the ship *Windermere*
on account of damage
to Portland Cement shipped
by that vessel, the opinion
of your Government as to
the liability of the ship
for the damage in question
was communicated to
Messrs. Gosman & Smith,
the Freight Contractors.
2. They have, however,
made a further appeal
against that decision,
and I therefore forward
for your consideration
the correspondence which
has taken place on the

This Excellency
The Right Honorable
The Governor in Council
Fort. St. George

Subject, together with

a

12
a Report by the Surveyor
of Shipping to this Office.
3. It would probably be
difficult to prove absolutely,
in this case, that the damage
arose from improper stowage,
in the face of the evidence
which would be given by
Messrs. Ritherdon & Son, in
support of their Certificate
of the 20th April, 1881.

4. It may, therefore, be
desirable to consider
whether there may not be
reasonable grounds for a
Compromise. If you deem
such a course expedient,
such arrangements as
may appear advisable
should be made with the
Agents of the Ship at
Madras.

I have the honor to be,
Sir,

Your most obedient
humble servant,

W. L. L. L.

P.W. C. No. 45
N. 6.

Public Works,
8th Decr 1881

The
Letter to Lord St George
N. 40

Recd. 3 Jan'y/82

N. 8 a/6 January/82

Referred to the Master
attendant, with adver-
tence to G.O. N. 1897. W of
22 August/81, for any
further remarks he
may desire to offer.
(Requested to be returned).

C. M. Lambey
C. & R.
Secy to Govt. P.W. Deptt.

Recd. 30 Decr 1881.

Copy of letter by Director General of Stores, dt. 16 Sept. 1881.

Messrs. Gosman & Smith.

Gentlemen,

With reference to your letter of the 25 April last
and to my reply of the 2nd May, relative to a
deduction made at Madras from the freight of
the Ship "Windermere" for damage to the Cement
shipped by that vessel, I have now to inform
you that a communication has been received
from the Government of Madras to the effect
that the damage in question was due to
improper stowage, the Casks having been
stowed against the sides of the Ship unprotected
by dunnage, as usual.

I am &c

(Sd) Chas. G. Shaw
for Director General of Stores

Copy

Copy of letter from Gosman & Smith of 20 Sept. 1881.

The Director General of Stores.

Sir,

With reference to our conversation with you of today we now beg to hand you Copy of Certificate from Messrs Edward Retherdon Esq, your Hon Surveyors of Shipping, as to the stowage of the Barge "Windermere".

In your letter of the 16th instant relative to this same matter, you state "that a communication has been received from the Gov^t of Madras to the effect that the damage in question (i.e. to cement) was due to improper stowage." Now, on referring to Messrs Retherdon's Certificate (copy enclosed) you will notice that when surveyed this side, she was properly stowed, and that consequently, if the damage we had shifted on passage, the damage to cargo had resulted from perils of the sea, and not from improper stowage; the ship in that case not being liable. - Under these circumstances, we are instructed by the Owner to make application to you for the return of the money deducted from the above vessel's freight at Madras, and we

Trust

Trust you will give this important matter your earliest attention.

We are &c

(S^d) Gosman & Smith

Copy of Certificate

49 Leadenhall Street

London, 20th April, 1881.

This is to certify that the undersigned at the request of Messrs Gosman & Smith in Sept^r last surveyed the cargo shipped on board the barge "Windermere" for Madras in the South West India docks & found the same properly stowed. -

(S^d) Edward Retherdon Esq.

Surveyors of Shipping.

Copy of letter by Director General of Stores, of 26 Sept. 1881.

Messrs Gosman & Smith.

Gent^l.

In reply to your letter of the 20th instant, again enclosing Copy of Messrs Retherdon Esq's Certificate, dated 20th April, 1881, which

Yours

you forwarded with your previous letter of the 25th April 1881, I do not think that this certificate; relative to the general stowage in the previous September of the cargo of the "Windermere" is sufficient to dispose of the testimony of the Government Surveyor who inspected the cargo on the vessel's arrival at Madras, and who reports that there was no dunnage visible at all, and that none could therefore have worked down at sea, the casks being stowed against the battens fastened to the frames.

I am &c

(s), A. Abercrombie J.P.P.
Director General of Stores

Copy of letter from Gosman Smith of 13 Oct. 1881.

The Director General of Stores.

Sir,

With reference to the deduction of freight on Cement per "Windermere", made at Madras on account of alleged bad stowage, Mr Scott, the Owner, and Mr Gosman had a personal interview with you on the 10th inst, and as you wished to again refer the

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the matter to Madras, we, in accordance with your request, now put in writing, a few of the arguments there advanced on behalf of the ship.

Mr Scott has sent us his views copy herewith, to which we have nothing to add but this: - that in No. 1 Survey, a few of the casks damaged, were stowed under the Main Hatch Combrings; now clearly the question of dunnage could not apply to these.

Further, with regard to the Surveyor, Mr Gosman stated, that under our Contract we were only liable for bad stowage, and we took the precaution to have a Surveyor to see to the stowage, and Mr Ritherdon, your own Surveyor was appointed, and has given a certificate that the ship was properly stowed &c.

You will remember remarking to Mr Gosman that Mr Ritherdon's certificate was not dated when the ship left; our reply to this was, that we never dreamt it would be required, and so did not ask for it until wanted.

Under all our Contracts with similar clauses, we have loaded under Survey, but never before had cause to produce certificate; however
this

This case shows us clearly that what we have
so long practised, is quite necessary for the Ship's
protection.

In conclusion, we would remind you
that Mr. Scott was a member of the late firm
of J. J. & A. Scott, Newcastle-on-Tyne, long the
Agents for the Council of India, in the North
of England, and no man knows better than
he, how your cargoes should be stowed, and
we ourselves have no doubt whatever, that
the ship was properly stowed on leaving
London.

We are &c

J. S. Gosman & Smith

Copy of letter from Mr. Scott of 11 Oct. 1881.

Dear Sirs. -

Referring to the conversation you Mr. Gosman
& myself had with the Director General this morning
I beg to reiterate my strong conviction that the
Government had no right whatever to debit us
with the cost of the 65 cases of cement damaged

41
LP 6
in the 'Wanderer', and that I shall persevere &
take such steps as I deem best calculated to get
justice done the ship, in the first place however as
the Director General suggested by sending the claim out
again to Madras. My views are as follows. -
The Government claims for damage done to cement by
reason of there being no dunnage between the skin
of the vessel and the cargo; their own Surveyors
put them out of Court on this point, as it distinctly
states that the sea water came from above; and I
therefore claim that the absence or presence of
dunnage does not affect the question at all &
that the damage is attributable to the effects of
heavy seas against which our Captain's protest
protects the vessel.

Altho' I contend that the stowage does not
affect the question, I beg you will lay these facts
before the authorities at Madras, first my
assertion that the cargo was properly stowed &
dunnaged, & that it has always been our custom
to dunnage the cargo in the tween decks which
Capt. Miller will confirm & as I always make a
point of visiting the ships every day when loading.

I must have noticed this omission if it had occurred.
Secondly, that we employed Mr. Retherdon who as a
surveyor employed by Government was the fittest
man we could get, under whose supervision the
cargo was stowed and whose certificate was
laid before the Director General. Thirdly that
Mr. Charlton also certifies that he dunnaged
& properly stowed the Cement. I may mention
that he had Carte blanche as to wood for dunnage
& there was no reason whatever why he should
spare it. I think that if these things are
properly put before the Authorities at Madras
they must see that they have made the claim under
a misconception & will withdraw it.

Yours &c

(P) Henry Scott.

Copy of Report by Surveyor of Shipping, 4th Nov. 1887.

I am of opinion that, by par. 1st of contract, the
ship is liable for the damage done to casks stowed
in the wings against the side battens of the vessel.
As to the rust & sea water having come down from
above (the great point of objection made in Mr. Scott's
letter) I do not think this (although an argument
in her favor) will relieve the ship from liability of
bad stowage from want of dunnage being placed
against the side battens as the water coming thro'
the Top-sides of the vessel when lying over or rolling,
would trickle from the battens on to the casks.
Dunnage placed here would have protected the
casks from this trickling of water, and, I think,
would have been in accordance with good stowage.

The survey report at Madras, goes on to say -
"several casks had been landed damaged before
'went on board'". The ship, according to usage, is
here again liable, as notice ought to have been
given and a survey held on the damaged casks before
they were broken out, to show that they were properly
stowed and dunnaged. As to Messrs. Retherdon
& Charlton's certificates, I attach little importance
to them, unless they can show that they were taken

from journals kept on surveys held at the time
This seems most unlikely as no date of the
circumstances when it occurred is given in the
certificates - only in "September last."

(P) J. Coulter New

Surveyor of Shipping.

903
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Administrative Department.

MADRAS,

Marine Office,

No. 482

17 January 1882.

From

THE MASTER ATTENDANT,

ADMINISTRATIVE DEPARTMENT,

Madras.

To

The Secretary to Government
Public Works Department
Fort Saint George.

SIR,

In returning the papers referred for remarks under endorsement A. 2. 8, dated 6th January 1882, I have the honour to state that there can be no doubt that the Casks or "Widdermore" were damaged by sea water in the wings of the ship, except perhaps one or two under the coverings of the hatchway from insufficient caulking, and there is also no doubt that on arrival at Madras, and examination by the Government Surveyor, there was no wing damage to be seen or traced. It is so much the custom now for all traders to insure their goods, and the Insurance office to pay up whenever a danger of the sea is quoted, that contentions of this sort are very rare, but Government does not insure, and has a right to the utmost protection that the terms of

of the Bill of Lading or Charter Party can
convey. I cannot see that the owners of this
ship have produced any evidence to weaken
their liability.

I have the honor to be

Sir

Your most Obedient Servant

J. P. Taylor

Master Attendant
Administrative Department

203
17

MR

283/8

Despatch from the Secy. of State No 407/8 Dec 81.
From the Master Attendant No 482 d/17 Jan 82.

FOR ORDERS.

Edw M. Lantry Col. R.S.
Secy to Govt P.W.D.

There is in my
mind just enough
doubt whether drainage
between the side battery
& the Casks 5th have
protected them from
direct drip tho the seams
of the Deck - altho
it might have saved
them from leakage

P. W. C. No 324

Recd. 19 Jan 82

From
THE MASTER ATTENDANT
ADMINISTRATIVE DEPARTMENT
To
The Secy. of State
P. W. C. No 324
Dated 17
Dec 81
Received
No 482
January 1882

Obtain the account
reference from the
day of date on the
damaged cement
see "Henderson"
with new work -

B. No 1531 W. d/18.6.81.
G.O. No 1897 W. d/2.8.81
Despatch 44
1898 W. d/2.8.81
Orig. of G.O. No 1897 W. d/2.8.81
C.E. - 8 d/6-1-82.

Circ. 20.1.82

trickling down the sides
accumulating on
the battens.

The owners say that
they are not liable for damage
the effect of direct drip
thru the deck seams.

Is this the case?

If there is any doubt
at all it is not a compromise -
just. Just maintain
our position. [S]

FOR ORDERS.

20.1.82

213 W.

No 203 W

PUBLIC WORKS DEPARTMENT.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Under date the 25th January 1882
Read the following: -

203/9

Despatch from the S. of S. for India No 40 of 8th Decr 1881.

Letter from the Master Attendant No 482 of 17th Jan 1882.

In the opinion of Govt.
there is just room for
doubt whether damage
between the side battens
and the caeks would have
protected the latter from
direct drip through the
seams of the deck, al-
though it might have
saved them from the
effects of leakage trickling
down the sides and accu-
mulating on the battens.

2. The owners contend
that they are not liable
for

Circ. 20.1.82

for damage, the effect
of direct drip through
the deck seams. If this
be so, or if there be
any doubt about it,
the Govt. would be willing
to compromise the matter,
& in such case, the Master
Attendant is requested
to communicate with
the Agents of the vessel
& report the terms they
may agree to accept.
If however the ship
be liable for such
damage, the Govt. will
maintain their position.

By

Attest

24/1/82

To The Master Attendant
Marine Dept.

Recd 7-2-82

203
90

524-

324,

Govt. of (1882) Madras.

PUBLIC WORKS.

To

Dated

Issued

By

For

G. O. 25 *Jan* 1882. No. 203/17

Nos.

11/1 to 11/2

Damap. D. Census
shipped by the vessel
Wundermore

Passing orders are
despatched from the
Secretary's office
to the deduction from
the freight of the ship
on account of —

Subd. on Receipt Regn.