PFC No 2475

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No 866 W dy 15th Issued 1887

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Govt. of {1888} Madras.

MARINE.

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Issued

Recd. 13-3-88 Encl.

G.O., 2nd March 1888, No. 67.

No 866 W dy 15th March 88

MARCH.

Harbour Trust Board.

Supporting, for reasons stated, the Board's action in regard to the weighing and sorting of iron, and declining to alter Bye-law, No. 4, complained of.

2 Apps to Ody

with order

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

READ—the following paper:—

From the Hon. R. W. BARLOW, C.S., Chairman, Harbour Trust Board, Madras, to the Chief Secretary to Government, dated Madras, 9th July 1887, No. 1664.

I have the honor to submit herewith, for the approval of Government, bye-laws passed by the Harbour Trust Board under Section 70 of the Harbour Trust Board Act II of 1886, and to request that, if approved, they may be published in the *Fort St. George Gazette* under Section 72.

ORDER—dated 4th August 1887, No. 360, Marine.

The proposed bye-laws are approved, with the exception of Rule 11, and will be published in the *Fort St. George Gazette*, the rules subsequent to No. 11 being re-numbered.

2. Rule 11 is not properly a bye-law, but should form part of a scale of rates under Section 45 of the Act, and, as such, is approved by Government, and will be published in the *Fort St. George Gazette*.

BYE-LAWS.

1. The working hours on the Madras Pier and Beach, and everywhere within the precincts of the Madras Harbour premises, shall be from 6 A.M. to 6 P.M. every day, Sundays and public holidays (as observed by the Chamber of Commerce) excepted.

2. In cases of emergency, and with the special permission of the Chairman, Harbour Trust Board, and the Collector of Sea Customs previously obtained, landing and shipping may be carried on upon Sundays and holidays and after regular hours.

3. Harbour dues on goods shipped or landed, together with all cooly-hire and charges for carrying, packing and storing, and all godown or ground-rent payable under these bye-laws, shall be charged at the rates fixed by the Board under the provisions of Act II of 1886, and such dues on all goods, whether exports or imports, shall be paid previous to the removal of the goods from the Harbour premises to such person as the Board may depute to receive and grant receipts for the same. All applications for export or import of goods must be on, or must be accompanied by, forms approved by the Board and in use for the time being, and such forms must, in all cases, be correctly filled in and signed by the owner, exporter, or consignee of the goods or his agents.

4. All goods landed at the Port of Madras shall be moved from the Beach or Pier to the places set apart for their reception by a contractor or contractors, or other person or persons authorised in that behalf by the Board.

5. All coolies or porters employed under the Trust for the purpose of working cargo on the Pier or Beach, or in the Customs House or elsewhere wheresoever within the precincts of the Harbour premises, shall wear a distinctive badge, and no such person shall be allowed to work as a cooly or porter within such precincts without such badge.

6. All necessary documents must be produced by shippers or consignees or their agents at the time of the shipping or landing of goods to the person or persons authorised by the Board to call for and inspect the same whenever required by him or them.

7. Three days' grace from date of landing will be allowed for the removal of all cargo free of godown or ground-rent; after that, godown or ground-rent, as the case may be, will be charged at the rates fixed by the Board under the provisions of Act II of 1886.

8. Coal and patent fuel shall be landed only at such place or places as may be approved by the Board for that purpose from time to time. Importers desiring to store the same within the limits of the Harbour Trust premises must apply to the Secretary of the Board for such space as may be required for that purpose, and such applications will be granted by the Board at their discretion when ground is available for that purpose on such terms as the Board shall see fit, and

rent will be payable for the plots so assigned at the rate fixed by the Board under the provisions of Act II of 1886.

9. Timber or firewood shall not be discharged from any vessel lying inside the Harbour, except into boats or lighters.

10. Timber of all descriptions and firewood shall be landed only at such places as may from time to time be assigned or set apart by the Board for that purpose.

11. Excepting ships' boats, no boat, lighter, raft, catamaran or other vessel whatsoever for the conveyance by water of human beings or property will be allowed to approach or lie alongside of the beach or any wharf, pier or dock within the limits of the Harbour premises without a license from the Harbour Trust Board in that behalf. Applications for such licenses shall be made to the Secretary of the Board.

12. Smoking, or the use of fire or naked lights on the Pier or any Jetties, or in or near any godown or enclosure or open space used for the time being for the storage of goods within the precincts of the Harbour premises, is strictly prohibited; and any employé of the Harbour Trust Board is empowered to stop any person so smoking, or put out such fire or naked lights; and all persons so smoking or lighting or using such fire or naked light shall be liable to a fine not exceeding rupees one hundred for each offence.

13. The Pier ladders will be available for the use of passengers and others, weather permitting, from 5 A.M. to 9 P.M.

14. All boats and other craft must lie clear of the Pier ladders.

15. No boats, lighters or rafts will be permitted to lie alongside of, or make fast to, the Pier, except when loading or unloading, or for the purpose of taking off or landing passengers or baggage.

16. Crews must remain in their respective boats and lighters when alongside the Pier, and must obey the orders and directions of the Traffic Manager or his Deputy.

17. Mooring buoys will be provided and maintained off the Pier, and all boats, lighters and other craft must make fast thereto when ordered to do so by the Traffic Manager or his Deputy, and not approach the Pier or Pier ladders until permitted to do so under a penalty not exceeding rupees twenty in each instance.

18. Lighters, boats and rafts must be securely moored at a distance of not less than one hundred yards from the Pier when afloat and unemployed, and will not be permitted to make use of the Harbour Trust mooring buoys around the Pier, except with the permission and under the direction of the Traffic Manager or his Deputies.

19. No lighters, boats or other craft shall be brought ashore or beached for the purpose of repair, except at such place or places as may be assigned and pointed out by the Traffic Manager or his Deputies for that purpose.

20. The public will be admitted to the Pier when no traffic or work is going on. At all other times the Board reserve to themselves the right of excluding the public, and only those persons will be allowed upon the Pier who have business to transact on the Pier or require to pass over it for purposes of embarking or landing.

21. No package containing gunpowder or other explosive shall be landed within the limits of the Port of Madras without permission first obtained from the Collector of Sea Customs and from the Chairman, Harbour Trust Board, or, in his absence, from the Secretary of the Board, and no gunpowder or other explosive shall be landed within five hours of such application being so made to the said Chairman or Secretary if made between the hours of 6 A.M. and 11 A.M., or within two hours of such application being made if made between the hours of 11 A.M. and 4 P.M., or within fifteen hours of such application being made if made after 4 P.M., except and unless the said Chairman or Secretary shall have first expressly sanctioned the earlier landing thereof; and in the landing thereof all rules or directions from time to time made or given by the Board or by the said Chairman or Secretary to ensure safety shall be rigidly adhered to and observed.

(True Extract.)

H. E. STOKES,
Ag. Chief Secretary.

To the Chairman, Harbour Trust Board.
" Public Works Department.
" Revenue Department.
" Port Officer, Madras.

Note.—To be substituted for copy of same number and date previously sent.

Exd. F. R. Bantleman.

No. 2322 Ird/29 Augt/87

Recorded

(sd) J.O.H

Govt. of {1887} Madras.

MARINE.

Issued

Recd. *Encl.*

G.O., 4th August 1887, No. 360.

AUGUST.

No 2322 Ird/29 Augt 1887

Harbour Trust Board.

Approving and directing publication of certain bye-laws passed by the —.

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

READ—the following papers :—

From Messrs. ARBUTHNOT and CO. and others, to the Chief Secretary to Government, dated Madras, 1st September 1887.

With reference to the following notification :—

Marine Department.

"No. 60. The following bye-law, made by the Harbour Trust Board under section 70 of Madras Act II of 1886 and approved by the Governor in Council, is published for general information :—

"*Amended Bye-law* No. 4.—All goods landed at the port of Madras shall be moved from the place or places where the same may be landed to the place or places set apart for the reception thereof by some person or persons authorized in that behalf by the Board, who shall in due course deliver the same to the consignees upon payment by the consignees of all costs and charges of receiving and of so moving such goods and of delivering the same, including all costs, charges and expenses of counting, sorting and weighing, and other costs, charges and expenses whatsoever incurred or payable under the direction and with the sanction of the Board.

"This supersedes the bye-law of same number and date published in the *Fort St. George Gazette* of 9th August 1887, page 622."

in the *Fort St. George Gazette* of the 30th August 1887, we, the undersigned, being the great majority of the importers of, and dealers in, iron in Madras, have the honor to respectfully petition His Excellency the Governor in Council to annul the amended bye-law, No. 4, framed by the Harbour Trust Board, because the wording of it appears to be intended to give the Board powers—not contained in the Act—to put owners of cargo to unnecessary expense in the way of weighing and sorting of their goods, and to compel owners of cargo to have their cargo weighed and sorted by the Board's servants within the harbour enclosure, irrespective of the wishes of those concerned. Since 1867, it has always been the custom for those interested in iron to make their own arrangements in regard to the weighing and sorting of it; and in proof of this, we annex copies of notifications on the subject and of the form of certificate granted by the Collector.

2. It was in consequence of the strong representation of the then Collector of Customs that Government decided in 1867 to throw upon importers the supervising of the weighing and sorting of iron, and since then a custom has grown up of appointing a person, agreed upon by both importers and dealers, to do the work and to act as arbitrator in the matter of petty disputes as to the proper apportionment of the various buyers' shares of parcels of iron. Disputes of the kind indicated are inseparable from the business, and the arrangement above described has given general satisfaction for many years past.

3. It is not necessary, and it is not the custom, for the Harbour or Customs authorities to weigh iron, as the vessels that carry it are not responsible for the weight, —the bills of lading only mentioning the number of pieces or bundles, and the harbour dues are paid, not on the landing weights, but on the invoice weights.

4. The Harbour Trust Board, having given their contractor a monopoly of the Pier and Custom-house work, have lately been trying to compel all importers of iron, with the exception of the Railway Companies, to entrust the weighing and sorting to him, and in consequence much dissatisfaction and friction has resulted.

5. The work of sorting and weighing iron requires great skill and experience to distinguish between the numerous different kinds and sizes, and, as already explained, it is also essential that it should be done by some one who is acceptable to both the importers and the dealers among whom the stuff has to be divided. The present contractor to the Board and his staff are not skilled and trained in sorting iron, and this has lately been the cause of frequent mistakes and a great deal of inconvenience. Moreover, he is not acceptable to the great majority of those engaged in the iron business; and they positively decline to be satisfied either with his weighments, or to allow him to act as arbitrator in regard to the disputes which used to be settled by his predecessor.

6. Under these circumstances, we have good reason to view with alarm the new bye-law framed by the Harbour Trust Board, and we earnestly beg that His Excellency in Council will be pleased to withhold his approval from it, or, if it be already approved, to annul it.

7. As already mentioned, we believe that the Harbour Trust Act does not give the Harbour Trust Board the power to enforce the bye-law in question. But by detaining goods in order to weigh them, they will be able to inflict great loss upon importers before any legal redress can be obtained. They have already done this in one instance.

8. In further explanation of the unsatisfactory state of things at present existing, we enclose copy of a letter which Messrs. Arbuthnot and Co. have addressed to the Harbour Trust Board, and which has been countersigned by most of the principal iron merchants.

9. We may add that none of the members of the Harbour Trust Board are interested in, or—with the exception of the Master Attendant, who has been absent in England and is now seriously ill—have any close acquaintance with, the working of the iron trade of the port, and that therefore they do not feel, and are unable to appreciate, the ill effects of the policy which they are pursuing.

10. All our representations to them have proved unavailing; and it is with sincere regret that we feel ourselves compelled to appeal direct to His Excellency's Government. We should explain that iron is not landed at the Pier, but on the beach opposite the place set apart for iron, which is separate from the Custom-house enclosure, so that there is no reason why the work of weighing and sorting iron should be mixed up with Pier or Custom-house work, or done by the same person.

11. The effect of the policy of the Harbour Trust Board, if persisted in, will be that iron will have to be weighed and sorted a second time, after it leaves their hands, and it will be obvious to His Excellency in Council that a system which involves the extra expense and delay of doing the same work twice over cannot but be highly prejudicial to the trade of the port.

(Signed) ARBUTHNOT & CO.
(,,) GERDES & CO.
(,,) DECLOSETS, PRUDHOMME & CO.
(,,) T. LAZARO.

From Messrs. ARBUTHNOT and CO., to the Chief Secretary to Government, dated Madras, 5th September 1887.

In support of the petition which we have the honor to forward you by this post from the iron trade of Madras, praying His Excellency the Governor in Council to annul the bye-law, No. 4, passed by the Harbour Trust Board, we beg to hand you copy of a letter which we have addressed to the Board in regard to a cargo of iron per *Clan Mackay*, which they have detained for six weeks under the mistaken idea that it was in some way necessary for them to weigh and assort it.

2. The reason why we send you copy of this letter is that the affair to which it relates has a close connection with the bye-law which is the subject of the petition. We will endeavour to explain as briefly as possible what that connection is.

3. In July last, we imported a large quantity of iron by the *Clan Mackay*. We were the only consignees of iron by that steamer, and we landed the iron in our own boats. Before doing so, we applied to the Board for permission to attend to the import porterage ourselves as usual. This was refused. The Board said that the iron must be porteraged (*i.e.*, carried from the shore to the "place set apart for iron") by the Board's contractor in terms of bye-law No. 4 (the original No. 4). We had no option but to acquiesce; but we pointed out that the money so spent would be lost to us, as that it would cost us as much to move the iron from the place where the contractor would put it as from the seashore. We also told the Board that we did not wish the contractor to do more than porterage it, in accordance with the bye-law, explaining that we intended to remove the iron at once to our own ground and to weigh and assort it there. The Board replied that they would only allow us to proceed as proposed (that is to say, they would only allow us to carry out their own bye-law), provided we gave an indemnity freeing them from all responsibility whatever; and that otherwise, they would insist on weighing and sorting the iron before redelivering it to us. We were not able to give the indemnity asked for, because it would have left the contractor free to redeliver to us fewer pieces than he had received from us, and in consequence the Board kept possession of our iron, which was being landed by us, and delivered to the contractor for porterage, as required by the bye-law. It was not until we had placed the matter in the hands of our Solicitors that the Board consented to release the iron. They then decided to weigh and sort it and to deliver it to us as weighed and sorted, leaving the question of who was to bear the cost of this to be decided afterwards. We had previously told them that if they weighed and sorted it, it must be at their own expense. We also explained that it was quite unnecessary; and that the work would have to be done over again by us, for the satisfaction of our buyers; and we protested against the delay which would be caused. There the matter rested. The Board have been weighing and sorting the iron for the last five or six weeks, and the question of the expense is still pending.

4. In the meantime, they have framed an amended bye-law, the meaning of which, read by the light of the above incident, is plain. The evident intention is to give the Board power—not in so many words, but indirectly—to do, not only what they did in the case of the iron per *Clan Mackay*, but also to detain the iron until the importer agrees to pay for the work done against his wishes; which is useless to him; and which the Act itself gives the Board no power to insist on doing.

5. We have no doubt that the importer would eventually win an action at law for damages. But in the meantime the detention of his iron would cause him greater loss than he could ever recover in the way of damages. He would suffer, not only loss of interest and loss of market, but also indirect damage of various kinds for which he would not be able to obtain any compensation. Seeing the Board detained our iron because we would not give an indemnity in respect of acts of their own contractor for which they were clearly liable, it is not impossible that they might detain iron until the importer not only paid for weighing it, but also undertook not to take any steps to get his money back.

6. The policy of the Board in this matter is a retrograde policy. The whole tendency of modern legislation is towards decentralization, and yet the Board are trying to revert to a system which was abandoned in 1868, and to force people to employ them to do work which experience has shown ought to be done, and can be done better, by the parties interested. This for no reason beyond a vague and groundless fear that it is necessary to do certain work in order to escape from some undefined and imaginary responsibility. Whereas the exact contrary is the case. The Board are in no way responsible for the weighing or sorting of iron, unless they render themselves liable by interfering. The extent of their interference is the measure of their liability.

7. Their present attitude is the outcome of want of knowledge of the ins and outs of the iron trade of the port, and as it seems impossible to convince them of the error of their policy, we are compelled to appeal to a higher authority. We trust that His Excellency in Council will see his way to release the iron trade from their present unfortunate position by acceding to the prayer of the petitioners.

ENCLOSURES.

Copies of Notifications referred to.

Notice is hereby given that, from the 1st September next, all iron, when landed, must be brought into the new walled enclosure, north of the pier by the east gate.

2. Consignees must make arrangements with Commanders and Ships' Agents for sorting, counting or weighing, delivering, and removing their iron.

3. A Customs officer will be stationed at the west gate of the enclosure to pass out all iron.

4. Iron may remain in the enclosure for seven clear days, after landing, free of charge; a daily fine, according to the number of bars and bundles remaining, will be levied on iron not removed within that time.

MADRAS,
23rd July 1868. (Signed) HUNTER-BLAIR,
Collector of Sea Customs.

Circular.

From the 1st proximo the enclosure on the beach in which the iron has been hitherto stored will be closed. Importers should make their own arrangements from that date.

MADRAS,
12th April 1882. (Signed) R. J. MELVILL,
Collector of Sea Customs.

I hereby certify that the undermentioned is an account of the iron passed through the Custom-house by landed from the ship from London, Captain which vessel entered here on the

2. The bars and bundles of iron in question were weighed by the weighee employed by the consignee, and the weight noted down by the Custom House clerk who was then present is as follows:—

Bars.	Bundles.	weighing	cwt.	qrs.	lb.

SEA CUSTOMS COLLECTOR'S OFFICE,
Dated ———— (Signed) C. A. GALTON,
Ag. Collector of Sea Customs.

From R. W. BARLOW, Esq., C.S., Chairman, Harbour Trust Board, to the Chief Secretary to Government, dated Madras, 4th October 1887, No. 3912.

I have the honor to acknowledge the receipt of reference on No. 789 of 1887, dated 20th September, which has been circulated to the trustees, and was considered by them at their last meeting, and to enclose copy of their resolution thereon, and to report as follows.

2. Before referring to the main question of the weighment of iron, and the necessity for amended bye-law No. 4, I am requested to point out one or two portions of Messrs. Arbuthnot and Co.'s letter to Government which are, in the opinion of the Trust, misleading, as regards their past action, which has been to meet Messrs. Arbuthnot and Co.'s views as far as practicable, without risking the interests of the harbour, or those of other consignees. At the close of their first paragraph, Messrs. Arbuthnot and Co. state that there was "six weeks" delay in dealing with their iron ex S.S. *Clan Mackay* owing to the Board having a mistaken impression that they were bound to weigh iron. A considerable portion of this period was occupied in endeavouring to meet Messrs. Arbuthnot and Co.'s wishes to dispense with weighment, which was discussed at two consecutive meetings of the Board, and after Messrs. Arbuthnot and Co. had finally rejected the Board's proposals, and weighment had therefore to be insisted upon, there was no delay whatever in granting delivery, and 1,510 tons were weighed out to them between the 30th of July and the 7th September 1887—a rapid delivery—and Messrs. Arbuthnot and Co. might have had it even more rapidly, had they desired it, and received their iron always through full working hours. Equally incorrect is the statement that it was not "till we put the matter in the hands of a Solicitor that the Board consented to release the iron." No order for delivery could be granted to the contractor till it was known whether or not Messrs. Arbuthnot and Co. would accept the Board's conditions, so that weighment might be dispensed with. Immediately on their rejecting them, orders were issued, the Solicitor's letter

had nothing whatever to do with the matter, and the use of the word "released" seems uncalled for. Equally unfair is the insinuation that the Trust contemplated detaining the iron till weighing charges should be paid. Messrs. Arbuthnot and Co. were, through their Solicitors, distinctly informed that such payment would be a matter for after consideration, in letter, No. 2544, dated 16th August 1887.

3. There is another point which I must touch upon briefly, before I pass on to the main question. In their letter, dated 30th August to the Trust, which forms an enclosure to Messrs. Arbuthnot and Co.'s petition to Government, a reference is made to the Board's contractor's platform scales, and to myself as chairman. What had passed was briefly this: very shortly after the installation of the new contractor, a number of the iron merchants, with Mr. Augus, an Assistant in Messrs. Arbuthnot and Co., "tested" the scales, stating that they were inaccurate, and prevailed on the contractor, under pressure, to have them adjusted, such adjustment consisting of the insertion of a small piece of lead in the balance weight. On hearing of what had passed, the Trust's Secretary called in the Inspector of Station Machinery, Madras Railway Company, and had the scales tested. With the piece of lead inserted they were found considerably in error, but when it was removed they were pronounced by this expert to be perfectly correct. Shortly after another complaint was made, and on this occasion the aid of the Deputy Collector's weighing and testing establishment was called in, when the scales were again tested, with weights recently checked by the Public Works standards, and were found perfectly correct, while the weights brought by the merchants were found inaccurate, and their use would have resulted in more iron than was due being delivered; though I should add here, in justice to the dealers, that a considerable part of the inaccuracy of their weights ($\frac{1}{2}$ cwts.) was due to the standard $\frac{1}{2}$ cwt. at the Deputy Collector's office being in error. Messrs. Arbuthnot and Co.'s reference to myself refers, I believe, to my having declined to accept certain tests made by the Secretary and Mr. Augus together, which showed variations. I told Messrs. Arbuthnot and Co. that I would have the scales again tested by any expert or experts they might name, and suggested the Superintendent of Government Workshops, but that I could not act on the opinion of amateurs. The matter is now in the hands of Government Workshops, and should any error be discovered, it will at once be rectified. The vibration from a passing train, strong wind, and other causes, will often cause a variation, not due to the scales, if working, like the Board's platform scales, on knife edges. To rectify such variations the contractor, with the Board's approval, is about to introduce beam-scales, and meantime Government may rest assured that no pains is spared to insure correct weighment, and it is believed that this is being done with an accuracy that has never before obtained. As an instance, the very 1,510 tons of iron ex S.S. *Clan Mackay*, referred to in the complaint, was weighed out within 1 cwt. and a fraction. The Trust, however, regret to have to believe that it is their contractor, not his weighments, and a desire to dispense with his interference, which is the real object of the complaint.

4. Now as regards weighments, and the amended bye-law. I beg here to refer to my No. 2387, dated 8th August 1887, explaining the necessity for the amendment. I need scarcely inform Government that Messrs. ———— and Co., therein referred to, are Messrs. Arbuthnot and Co. To avoid the necessity for reference, I beg to quote from this letter—I therein said:—

"Messrs. ———— and Co., one of the largest importers of iron, took exception to the selection of the new contractor, as he was dubash for another of the leading firms of this port, and wished to continue to employ the old 'Custom House Contractor.' Messrs. ———— and Co. carried a considerable number of native iron merchants with them, and a good deal of obstruction was thrown in the way of the new contractor, and bye law No. 4, as already passed, was therefore formulated. Further difficulties, however, have since arisen.

"When the 1 per cent. *ad valorem* import duty on iron was abolished, the Collector ceased to give certificates of shortage in May 1882 for iron, previously weighed and passed out of the old iron yard, and iron was no longer obliged to be brought therein. The late 'Custom House Contractor' used, however, to grant *quasi*-authoritative certificates, and received payment from consignees for weighment and storage, on terms arranged between them, and the Trust had no reason to anticipate that such arrangements might not continue under the new man. On the new contractor, however, coming into work, Messrs. ———— and Co. demanded certificates from the *Trust*, and the Board, after consulting their Solicitors, and careful deliberation, decided to grant

such, similar to those formerly issued by the Collector of Sea Customs, considering that their issue was a necessary sequence to the introduction of bye-law No. 4; and thus to enable agents and consignees to seek their remedy against ship or shippers—whichever might be in fault—the Board's contractor being responsible, under the terms of his engagement, for any loss arising from his negligence. A still further difficulty, however, again arose. Messrs. ——— and Co. were sole consignees of iron by a certain ship, and desired to take delivery without the intervention of the contractor in sorting or weighing; the Trust agreed to meet their wishes on the understanding that the firm consented to indemnify them against all claims regarding this shipment. I should explain here that without weighing and sorting, certificates as to shortage cannot be issued, nor could the Board guard themselves against claims of consignees of iron, by other ships, who might assert that their iron had become mixed with Messrs. ——— and Co.'s and wrongly delivered. This mixing and wrong delivery was a matter of daily occurrence in the past, and one which the Trust hope shortly very greatly to minimise. Messrs. ——— and Co., however, declined to give the guarantee asked, and the Trust, in their anxiety to arrange matters amicably, if possible, decided to go a step further, and take special precautions in the yards, to see that the firm's iron was not mixed with that from other ships, and simply desired Messrs. ——— and Co. to guarantee them against claims for shortage on their part only. This clearly, necessary and reasonable stipulation was not only refused, but Messrs. ——— and Co. most unreasonably decline to pay for weighment, by undertaking which only can the Board assure themselves against claims for shortage."

It is stated in the mazirnamah that the Board's present action is a retrograde step, but the opposite seems to be the case. The state of things the Trust found in the iron shed was this:—Consignees very frequently did not even get the iron imported by their own ship, while certificates were only granted by an irresponsible and scarcely disinterested party which can hardly have been at times to the interests of ships and shippers; whereas now, with a contractor duly selected by the Trust, checked in his weighments by responsible Preventive officers, and certificates then granted by the Trust, the arrangement should be a far more satisfactory one to all concerned, including the dealers. So far from the step being a retrograde one, the Trust consider that it is restoring, under improved conditions, a very necessary state of things, and a check existing under the Collector, which was only abandoned owing to want of funds to pay a supervising staff, when the 1 per cent. *ad valorem* duty on iron was abolished. Messrs. Arbuthnot and Co. themselves were the first to point out the necessity for certificates, the Trust having taken over the control of the hitherto disorderly mob of iron coolies on the beach, under bye-laws Nos. 4 and 5, and the Trust promptly made arrangements to do so. That weighment is necessary when there are several consignees of iron in a ship will be admitted, I think, by all experts, under the circumstances at present existing at this port, and it is sufficient to remark that it has been the universal practice, both during the Sea Customs Collector's administration of iron, and in the interregnum which had existed before the advent of the Trust. Messrs. Arbuthnot and Co. now decline to accept the Board's weighments, and when their accuracy is pointed out to them they say it is *no concern of theirs*, and that they must weigh again; but the Board would ask why not accept them? as was the case with the Custom-house contractor under the Collector. This insisting on a second weighment is at the bottom of the whole question, and has raised the very discontent of the dealers relied on by Messrs. Arbuthnot and Co. in the mazirnamah; most of the signatories of this are constituents of Messrs. Arbuthnot and Co., but one of the few who are not, informed the Secretary that his main reason for signing the same was that he understood that the Board's weighment involved a second weighment. For the above reasons, the Board conclude that no alterations of the amended bye-law is desirable, and consider that the same is well within the scope of the Act, and not outside it as contended by Messrs. Arbuthnot and Co., the same being to secure the "safe and convenient use" of the iron "sheds" and yards, and to ensure the satisfactory "reception and removal of goods brought within the premises of the Board"—*vide* clauses 2 and 4 of section 70 of Act II of 1886 (Madras).

5. There remains the question of porterage and weighment, when a firm or merchant are sole consignees. Reference is made by Messrs. Arbuthnot and Co. to the non-handling of coal and timber by the Trust. The Board had to accept things as they found them, and endeavour gradually to improve matters, and it may be noted that the bye-laws have only been in force for less than a month. It will therefore be sufficient to remark here that the Board found iron being weighed and sorted, and

continued the practice, after calling by public tender for a contractor, while coal and timber had never been handled by the late contractor, and moreover the former is landed in bags and the latter under marks, so that there is less danger of mixing or wrong delivery, and therefore less cause for intervention.

6. It may appear, at first sight, unnecessary that the Trust should interfere as regards sole consignments, but, where several steamers are landing at the same time, there is always a danger of iron becoming mixed, in the contracted space between the two arms of the harbour, owing to the impossibility of controlling the action of individual boatmen and coolies, and where such occurs, if the iron of any other merchant were taken away in error by the sole consignee, the Trust would be responsible, and it was on this ground that the Board asked Messrs. Arbuthnot and Co. to exempt them from such claims, as regards this very iron ex S.S. *Clan Mackay*, but this Messrs. Arbuthnot and Co. promptly refused to do. As to their argument respecting the number of pieces being sufficient, I am desired to explain that they themselves pointed out that a tally by number could not be relied upon, inasmuch as bar iron is frequently shipped in bundles, the ties of which come off in transit, so that a loose bundle is frequently tallied as 20 or more bars, and delivery may be made in full according to number, while in reality the proper weight has not been received. For this reason Messrs. Arbuthnot and Co., when asking for certificates, pointed out the impossibility of successfully preferring a claim against a steamer, unless certificates of number and weight were issued under a recognised authority.

7. I may add that although the trustees had come to their present decision solely upon the peculiar conditions of the iron trade as existing at this port, it is found that their action is in harmony with the procedure at Bombay, where all iron landed in the Princes' Dock is taken charge of and delivered by the trustees of the port, while consignees, who take delivery from alongside vessels in the open stream, are allowed to land at and remove the iron themselves from outside jetties.

8. Similarly this Board are prepared to allow consignees to land iron without interference from their contractor, outside the arms of the harbour, and they hope, ere long, with a north-east entrance, ensuring smooth water, and increased jetty accommodation, to set apart spots for this being done even within the harbour, but as matters now stand it is essential that the trustees should retain complete control over the landing and shipping operations within the arms of the harbour.

ENCLOSURE.

EXTRACT of Proceedings of the Trustees of the Harbour of Madras at a meeting held at the offices of the Board on Friday the 30th day of September 1887.

* * * * *

2. Read reference on No. 789 of 1887 from the Chief Secretary to Government, Marine Department, dated Ootacamund, 20th September 1887, forwarding, for the remarks of the Board, a mazirnamah from Messrs. Arbuthnot and Co. and other merchants interested in the import of iron at Madras, with covering letter from Messrs. Arbuthnot and Co., and other enclosures, petitioning His Excellency the Governor in Council to withhold his approval of amended bye-law No. 4, or, if already approved, to annul it.

Read minutes by Messrs. McLintock, Eales, Cowasgee Eduljee, King, Hunter, Captain W. L. C. Baddeley, and the Chairman.

Resolved that the reply to Government, as now amended and passed, be forwarded to the Chief Secretary.

* * * * *

From R. W. BARLOW, Esq., C.S., Chairman, Harbour Trust Board, Madras, to the Chief Secretary to Government, dated Madras, 14th December 1887, No. 5397.

Government reference on Current No. 868 of 1887, dated 2nd instant, has been laid before the Board, and in reply I have the honor to submit that the Trust readily admit that the responsibility that they now have, as regards iron, is due to their own intervention, but as their action was in the best interests of the harbour and the

public, as already explained in my letter under reference and in my No. 2387, dated 8th August, and was strictly in view to carry out the objects detailed in paragraphs 2 and 4 of section 70 of Act II of 1886 (Madras), they scarcely consider it should be viewed as "interference." The use of the term "Shortage" in some of the correspondence connected with this subject is perhaps misleading, but what was meant was that as under bye-law, No. 4, the Trust porterage iron, when unloaded from the boats, till delivery to consignees from the Board's premises, they are responsible for all loss or damage to the same during transit. This was by no means an altogether new state of things; the pier and beach contractors had always been, prior to the Board's constitution, responsible for goods entrusted to them—the one from the head of the pier till delivery at the Custom-house gates of the outer yards, where the Custom-house contractor became similarily responsible till delivery to consignees, the latter having also the monopoly of supply of labor on the beach and being responsible for loss under arrangements made by the Marine Department. Shortly after the Trust came into office, and as already clearly explained in my letters above quoted, the Board, at the instance of the Chamber of Commerce, invited tenders for one contractor for both the pier and the yards, and included the porterage on the beach between the two arms, in view to enabling them by exercising control over the coolies to give the public the full benefit of the numerous improvements, tramways, cranes, &c., and also to put a stop to the great confusion and crowding they found in existence. The Board thereupon became responsible to consignees for their contractor, but exacted from him most substantial security to guard themselves against loss for his negligence or shortcomings.

2. As regards iron, except in cases where there is only one consignee for a vessel, the iron of the various consignees is landed from the ship mixed, and seldom bears any distinguishable marks, and hence the practice that has always existed at this port of employing one man to handle all iron, who sorted, counted, weighed and delivered it as per invoice, and the last man was the Custom-house and beach contractor already alluded to, who, however, was not a tenderer when advertisements were issued for the combined duties.

3. If the Board were to withdraw from their present position to-morrow, and cancel the bye-law as far as the iron is concerned, the general body of the iron merchants would have to at once select some one individual to distribute iron, and Messrs. A. and Co.'s selection would probably not suit Messrs. B. C. and D. and Co., just as Messrs. Arbuthnot and Co. object to the present contractor, because he is connected with the business of another firm. It seems far better in the interests of the general public that the Trust should intervene, taking, as a necessary consequence, certain responsibility. Non-intervention on the part of the Trust would simply mean that every importer must be allowed to handle his own goods, and that a general scramble would take place.

4. I further beg to submit for the consideration of Government here, what I have already pointed out, that the present practice enables consignees to get certificates of shortage from the Trust against the ship, shippers, or the Board's contractor, whoever may be in fault. The Sea Customs Collector issued these till May 1882, when the Customs sorting and weighing yard was closed, and their want has been often felt and has been laid great stress on by Messrs. Arbuthnot and Co.

5. As regards sole consignees of iron by any vessel,—here mixing can only occur on shore, and can therefore be guarded against, except when more than one vessel are landing iron at the same time, but the Trust hope that, with the improved jetty accommodation, they may soon be able to make special arrangements to suit the wishes of such consignees who do not desire to employ the Board's contractor; but these cases will be rare.

6. The Board are quite ready to make exceptions to the operation of the bye-law, and are now doing so in cases of consignments which are easily distinguishable or kept separate; but if the Trust is to intervene effectively to regulate and keep order for landing and shipping in the limited area between the two arms—thereby incurring responsibility—the coolies who porter must be under the contractor's control, and hence the necessity for bye-laws, Nos. 3 and 4.

ORDER—dated 2nd March 1888, No. 67, Marine.

The Board's unanimous assurance that their intervention is necessary is supported by the fact that, from 1867 until the Harbour Trust was constituted, it was found necessary that some one contractor should take charge of and distribute the iron. Looking to the small space between the arms of the harbour, and the necessity of all operations which go on there being under the Board's control, the Government resolve to support the Board's action in this matter, and to decline to alter the bye-law complained of.

2. It is noted that the Board are acting under legal advice, and that among their members are some of the best mercantile authorities in Madras.

(True Extract.)

H. E. STOKES,
Chief Secretary.

To Messrs. Arbuthnot and Co.
„ the Chairman, Harbour Trust Board.
„ the Public Works Department.
„ the Port Officer, Madras.

Exd. A. Raitt.

P. W. 2.

Govt. of {1888} Madras.

MARINE.

No 866 w a/ 15th March/88

Recorded

SO/ W & B.

Issued

Recd. *Encl.*

G.O., 2nd March 1888, No. 67.

No 866 w a/ 15th March/88

MARCH.

Harbour Trust Board.

Supporting, for reasons stated, the Board's action in regard to the weighing and sorting of iron, and declining to alter Bye-law, No. 4, complained of.

Writ order

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

READ—the following papers :—

From Messrs. ARBUTHNOT and CO. and others, to the Chief Secretary to Government, dated Madras, 1st September 1887.

With reference to the following notification :—

Marine Department.

"No. 60. The following bye-law, made by the Harbour Trust Board under section 70 of Madras Act II of 1886 and approved by the Governor in Council, is published for general information :—

"*Amended Bye-law* No. 4.—All goods landed at the port of Madras shall be moved from the place or places where the same may be landed to the place or places set apart for the reception thereof by some person or persons authorized in that behalf by the Board, who shall in due course deliver the same to the consignees upon payment by the consignees of all costs and charges of receiving and of so moving such goods and of delivering the same, including all costs, charges and expenses of counting, sorting and weighing, and other costs, charges and expenses whatsoever incurred or payable under the direction and with the sanction of the Board.

"This supersedes the bye-law of same number and date published in the *Fort St. George Gazette* of 9th August 1887, page 622."

in the *Fort St. George Gazette* of the 30th August 1887, we, the undersigned, being the great majority of the importers of, and dealers in, iron in Madras, have the honor to respectfully petition His Excellency the Governor in Council to annul the amended bye-law, No. 4, framed by the Harbour Trust Board, because the wording of it appears to be intended to give the Board powers—not contained in the Act—to put owners of cargo to unnecessary expense in the way of weighing and sorting of their goods, and to compel owners of cargo to have their cargo weighed and sorted by the Board's servants within the harbour enclosure, irrespective of the wishes of those concerned. Since 1867, it has always been the custom for those interested in iron to make their own arrangements in regard to the weighing and sorting of it ; and in proof of this, we annex copies of notifications on the subject and of the form of certificate granted by the Collector.

2. It was in consequence of the strong representation of the then Collector of Customs that Government decided in 1867 to throw upon importers the supervising of the weighing and sorting of iron, and since then a custom has grown up of appointing a person, agreed upon by both importers and dealers, to do the work and to act as arbitrator in the matter of petty disputes as to the proper apportionment of the various buyers' shares of parcels of iron. Disputes of the kind indicated are inseparable from the business, and the arrangement above described has given general satisfaction for many years past.

3. It is not necessary, and it is not the custom, for the Harbour or Customs authorities to weigh iron, as the vessels that carry it are not responsible for the weight, —the bills of lading only mentioning the number of pieces or bundles, and the harbour dues are paid, not on the landing weights, but on the invoice weights.

4. The Harbour Trust Board, having given their contractor a monopoly of the Pier and Custom-house work, have lately been trying to compel all importers of iron, with the exception of the Railway Companies, to entrust the weighing and sorting to him, and in consequence much dissatisfaction and friction has resulted.

5. The work of sorting and weighing iron requires great skill and experience to distinguish between the numerous different kinds and sizes, and, as already explained, it is also essential that it should be done by some one who is acceptable to both the importers and the dealers among whom the stuff has to be divided. The present contractor to the Board and his staff are not skilled and trained in sorting iron, and this has lately been the cause of frequent mistakes and a great deal of inconvenience. Moreover, he is not acceptable to the great majority of those engaged in the iron business; and they positively decline to be satisfied either with his weighments, or to allow him to act as arbitrator in regard to the disputes which used to be settled by his predecessor.

6. Under these circumstances, we have good reason to view with alarm the new bye-law framed by the Harbour Trust Board, and we earnestly beg that His Excellency in Council will be pleased to withhold his approval from it, or, if it be already approved, to annul it.

7. As already mentioned, we believe that the Harbour Trust Act does not give the Harbour Trust Board the power to enforce the bye-law in question. But by detaining goods in order to weigh them, they will be able to inflict great loss upon importers before any legal redress can be obtained. They have already done this in one instance.

8. In further explanation of the unsatisfactory state of things at present existing, we enclose copy of a letter which Messrs. Arbuthnot and Co. have addressed to the Harbour Trust Board, and which has been countersigned by most of the principal iron merchants.

9. We may add that none of the members of the Harbour Trust Board are interested in, or—with the exception of the Master Attendant, who has been absent in England and is now seriously ill—have any close acquaintance with, the working of the iron trade of the port, and that therefore they do not feel, and are unable to appreciate, the ill effects of the policy which they are pursuing.

10. All our representations to them have proved unavailing; and it is with sincere regret that we feel ourselves compelled to appeal direct to His Excellency's Government. We should explain that iron is not landed at the Pier, but on the beach opposite the place set apart for iron, which is separate from the Custom-house enclosure, so that there is no reason why the work of weighing and sorting iron should be mixed up with Pier or Custom-house work, or done by the same person.

11. The effect of the policy of the Harbour Trust Board, if persisted in, will be that iron will have to be weighed and sorted a second time, after it leaves their hands, and it will be obvious to His Excellency in Council that a system which involves the extra expense and delay of doing the same work twice over cannot but be highly prejudicial to the trade of the port.

(Signed) ARBUTHNOT & CO.
(,,) GERDES & CO.
(,,) DECLOSETS, PRUDHOMME & CO.
(,,) T. LAZARO.

From Messrs. ARBUTHNOT and CO., to the Chief Secretary to Government, dated Madras, 5th September 1887.

In support of the petition which we have the honor to forward you by this post from the iron trade of Madras, praying His Excellency the Governor in Council to annul the bye-law, No. 4, passed by the Harbour Trust Board, we beg to hand you copy of a letter which we have addressed to the Board in regard to a cargo of iron per *Clan Mackay*, which they have detained for six weeks under the mistaken idea that it was in some way necessary for them to weigh and assort it.

2. The reason why we send you copy of this letter is that the affair to which it relates has a close connection with the bye-law which is the subject of the petition. We will endeavour to explain as briefly as possible what that connection is.

3. In July last, we imported a large quantity of iron by the *Clan Mackay*. We were the only consignees of iron by that steamer, and we landed the iron in our own boats. Before doing so, we applied to the Board for permission to attend to the import porterage ourselves as usual. This was refused. The Board said that the iron must be porteraged (*i.e.*, carried from the shore to the "place set apart for iron") by the Board's contractor in terms of bye-law No. 4 (the original No. 4). We had no option but to acquiesce; but we pointed out that the money so spent would be lost to us, as that it would cost us as much to move the iron from the place where the contractor would put it as from the seashore. We also told the Board that we did not wish the contractor to do more than porterage it, in accordance with the bye-law, explaining that we intended to remove the iron at once to our own ground and to weigh and assort it there. The Board replied that they would only allow us to proceed as proposed (that is to say, they would only allow us to carry out their own bye-law), provided we gave an indemnity freeing them from all responsibility whatever; and that otherwise, they would insist on weighing and sorting the iron before redelivering it to us. We were not able to give the indemnity asked for, because it would have left the contractor free to redeliver to us fewer pieces than he had received from us, and in consequence the Board kept possession of our iron, which was being landed by us, and delivered to the contractor for porterage, as required by the bye-law. It was not until we had placed the matter in the hands of our Solicitors that the Board consented to release the iron. They then decided to weigh and sort it and to deliver it to us as weighed and sorted, leaving the question of who was to bear the cost of this to be decided afterwards. We had previously told them that if they weighed and sorted it, it must be at their own expense. We also explained that it was quite unnecessary; and that the work would have to be done over again by us, for the satisfaction of our buyers; and we protested against the delay which would be caused. There the matter rested. The Board have been weighing and sorting the iron for the last five or six weeks, and the question of the expense is still pending.

4. In the meantime, they have framed an amended bye-law, the meaning of which, read by the light of the above incident, is plain. The evident intention is to give the Board power—not in so many words, but indirectly—to do, not only what they did in the case of the iron per *Clan Mackay*, but also to detain the iron until the importer agrees to pay for the work done against his wishes; which is useless to him; and which the Act itself gives the Board no power to insist on doing.

5. We have no doubt that the importer would eventually win an action at law for damages. But in the meantime the detention of his iron would cause him greater loss than he could ever recover in the way of damages. He would suffer, not only loss of interest and loss of market, but also indirect damage of various kinds for which he would not be able to obtain any compensation. Seeing the Board detained our iron because we would not give an indemnity in respect of acts of their own contractor for which they were clearly liable, it is not impossible that they might detain iron until the importer not only paid for weighing it, but also undertook not to take any steps to get his money back.

6. The policy of the Board in this matter is a retrograde policy. The whole tendency of modern legislation is towards decentralization, and yet the Board are trying to revert to a system which was abandoned in 1868, and to force people to employ them to do work which experience has shown ought to be done, and can be done better, by the parties interested. This for no reason beyond a vague and groundless fear that it is necessary to do certain work in order to escape from some undefined and imaginary responsibility. Whereas the exact contrary is the case. The Board are in no way responsible for the weighing or sorting of iron, unless they render themselves liable by interfering. The extent of their interference is the measure of their liability.

7. Their present attitude is the outcome of want of knowledge of the ins and outs of the iron trade of the port, and as it seems impossible to convince them of the error of their policy, we are compelled to appeal to a higher authority. We trust that His Excellency in Council will see his way to release the iron trade from their present unfortunate position by acceding to the prayer of the petitioners.

ENCLOSURES.

Copies of Notifications referred to.

Notice is hereby given that, from the 1st September next, all iron, when landed, must be brought into the new walled enclosure, north of the pier by the east gate.

2. Consignees must make arrangements with Commanders and Ships' Agents for sorting, counting or weighing, delivering, and removing their iron.

3. A Customs officer will be stationed at the west gate of the enclosure to pass out all iron.

4. Iron may remain in the enclosure for seven clear days, after landing, free of charge; a daily fine, according to the number of bars and bundles remaining, will be levied on iron not removed within that time.

MADRAS,
23*rd July* 1868.

(Signed) HUNTER-BLAIR,
Collector of Sea Customs.

Circular.

From the 1st proximo the enclosure on the beach in which the iron has been hitherto stored will be closed. Importers should make their own arrangements from that date.

MADRAS,
12*th April* 1882.

(Signed) R. J. MELVILL,
Collector of Sea Customs.

I hereby certify that the undermentioned is an account of the iron passed through the Custom-house by landed from the ship from London, Captain which vessel entered here on the .

2. The bars and bundles of iron in question were weighed by the weighee employed by the consignee, and the weight noted down by the Custom House clerk who was then present is as follows:—

Bars.	Bundles.	weighing	cwt.	qrs.	lb.

SEA CUSTOMS COLLECTOR'S OFFICE,
Dated ————

(Signed) C. A. GALTON,
Ag. Collector of Sea Customs.

From R. W. BARLOW, Esq., C.S., Chairman, Harbour Trust Board, to the Chief Secretary to Government, dated Madras, 4th October 1887, No. 3912.

I have the honor to acknowledge the receipt of reference on No. 789 of 1887, dated 20th September, which has been circulated to the trustees, and was considered by them at their last meeting, and to enclose copy of their resolution thereon, and to report as follows.

2. Before referring to the main question of the weighment of iron, and the necessity for amended bye-law No. 4, I am requested to point out one or two portions of Messrs. Arbuthnot and Co.'s letter to Government which are, in the opinion of the Trust, misleading, as regards their past action, which has been to meet Messrs. Arbuthnot and Co.'s views as far as practicable, without risking the interests of the harbour, or those of other consignees. At the close of their first paragraph, Messrs. Arbuthnot and Co. state that there was "six weeks" delay in dealing with their iron ex S.S. *Clan Mackay* owing to the Board having a mistaken impression that they were bound to weigh iron. A considerable portion of this period was occupied in endeavouring to meet Messrs. Arbuthnot and Co.'s wishes to dispense with weighment, which was discussed at two consecutive meetings of the Board, and after Messrs. Arbuthnot and Co. had finally rejected the Board's proposals, and weighment had therefore to be insisted upon, there was no delay whatever in granting delivery, and 1,510 tons were weighed out to them between the 30th of July and the 7th September 1887—a rapid delivery—and Messrs. Arbuthnot and Co. might have had it even more rapidly, had they desired it, and received their iron always through full working hours. Equally incorrect is the statement that it was not "till we put the matter in the hands of a Solicitor that the Board consented to release the iron." No order for delivery could be granted to the contractor till it was known whether or not Messrs. Arbuthnot and Co. would accept the Board's conditions, so that weighment might be dispensed with. Immediately on their rejecting them, orders were issued, the Solicitor's letter

had nothing whatever to do with the matter, and the use of the word "released" seems uncalled for. Equally unfair is the insinuation that the Trust contemplated detaining the iron till weighing charges should be paid. Messrs. Arbuthnot and Co. were, through their Solicitors, distinctly informed that such payment would be a matter for after consideration, in letter, No. 2544, dated 16th August 1887.

3. There is another point which I must touch upon briefly, before I pass on to the main question. In their letter, dated 30th August to the Trust, which forms an enclosure to Messrs. Arbuthnot and Co.'s petition to Government, a reference is made to the Board's contractor's platform scales, and to myself as chairman. What had passed was briefly this: very shortly after the installation of the new contractor, a number of the iron merchants, with Mr. Augus, an Assistant in Messrs. Arbuthnot and Co., "tested" the scales, stating that they were inaccurate, and prevailed on the contractor, under pressure, to have them adjusted, such adjustment consisting of the insertion of a small piece of lead in the balance weight. On hearing of what had passed, the Trust's Secretary called in the Inspector of Station Machinery, Madras Railway Company, and had the scales tested. With the piece of lead inserted they were found considerably in error, but when it was removed they were pronounced by this expert to be perfectly correct. Shortly after another complaint was made, and on this occasion the aid of the Deputy Collector's weighing and testing establishment was called in, when the scales were again tested, with weights recently checked by the Public Works standards, and were found perfectly correct, while the weights brought by the merchants were found inaccurate, and their use would have resulted in more iron than was due being delivered; though I should add here, in justice to the dealers, that a considerable part of the inaccuracy of their weights ($\frac{1}{2}$ cwts.) was due to the standard $\frac{1}{2}$ cwt. at the Deputy Collector's office being in error. Messrs. Arbuthnot and Co.'s reference to myself refers, I believe, to my having declined to accept certain tests made by the Secretary and Mr. Augus together, which showed variations. I told Messrs. Arbuthnot and Co. that I would have the scales again tested by any expert or experts they might name, and suggested the Superintendent of Government Workshops, but that I could not act on the opinion of amateurs. The matter is now in the hands of Government Workshops, and should any error be discovered, it will at once be rectified. The vibration from a passing train, strong wind, and other causes, will often cause a variation, not due to the scales, if working, like the Board's platform scales, on knife edges. To rectify such variations the contractor, with the Board's approval, is about to introduce beam-scales, and meantime Government may rest assured that no pains is spared to insure correct weighment, and it is believed that this is being done with an accuracy that has never before obtained. As an instance, the very 1,510 tons of iron ex S.S. *Clan Mackay*, referred to in the complaint, was weighed out within 1 cwt. and a fraction. The Trust, however, regret to have to believe that it is their contractor, not his weighments, and a desire to dispense with his interference, which is the real object of the complaint.

4. Now as regards weighments, and the amended bye-law. I beg here to refer to my No. 2387, dated 8th August 1887, explaining the necessity for the amendment. I need scarcely inform Government that Messrs. ———— and Co., therein referred to, are Messrs. Arbuthnot and Co. To avoid the necessity for reference, I beg to quote from this letter—I therein said:—

"Messrs. ———— and Co., one of the largest importers of iron, took exception to the selection of the new contractor, as he was dubash for another of the leading firms of this port, and wished to continue to employ the old 'Custom House Contractor.' Messrs. ———— and Co. carried a considerable number of native iron merchants with them, and a good deal of obstruction was thrown in the way of the new contractor, and bye-law No. 4, as already passed, was therefore formulated. Further difficulties, however, have since arisen.

"When the 1 per cent. *ad valorem* import duty on iron was abolished, the Collector ceased to give certificates of shortage in May 1882 for iron, previously weighed and passed out of the old iron yard, and iron was no longer obliged to be brought therein. The late 'Custom House Contractor' used, however, to grant *quasi*-authoritative certificates, and received payment from consignees for weighment and storage, on terms arranged between them, and the Trust had no reason to anticipate that such arrangements might not continue under the new man. On the new contractor, however, coming into work, Messrs. ———— and Co. demanded certificates from the *Trust*, and the Board, after consulting their Solicitors, and careful deliberation, decided to grant

such, similar to those formerly issued by the Collector of Sea Customs, considering that their issue was a necessary sequence to the introduction of bye-law No. 4; and thus to enable agents and consignees to seek their remedy against ship or shippers—whichever might be in fault—the Board's contractor being responsible, under the terms of his engagement, for any loss arising from his negligence. A still further difficulty, however, again arose. Messrs. ——— and Co. were sole consignees of iron by a certain ship, and desired to take delivery without the intervention of the contractor in sorting or weighing; the Trust agreed to meet their wishes on the understanding that the firm consented to indemnify them against all claims regarding this shipment. I should explain here that without weighing and sorting, certificates as to shortage cannot be issued, nor could the Board guard themselves against claims of consignees of iron, by other ships, who might assert that their iron had become mixed with Messrs. ——— and Co.'s and wrongly delivered. This mixing and wrong delivery was a matter of daily occurrence in the past, and one which the Trust hope shortly very greatly to minimise. Messrs. ——— and Co., however, declined to give the guarantee asked, and the Trust, in their anxiety to arrange matters amicably, if possible, decided to go a step further, and take special precautions in the yards, to see that the firm's iron was not mixed with that from other ships, and simply desired Messrs. ——— and Co. to guarantee them against claims for shortage on their part only. This clearly, necessary and reasonable stipulation was not only refused, but Messrs. ——— and Co. most unreasonably decline to pay for weighment, by undertaking which only can the Board assure themselves against claims for shortage."

It is stated in the mazirnamah that the Board's present action is a retrograde step, but the opposite seems to be the case. The state of things the Trust found in the iron shed was this:—Consignees very frequently did not even get the iron imported by their own ship, while certificates were only granted by an irresponsible and scarcely disinterested party which can hardly have been at times to the interests of ships and shippers; whereas now, with a contractor duly selected by the Trust, checked in his weighments by responsible Preventive officers, and certificates then granted by the Trust, the arrangement should be a far more satisfactory one to all concerned, including the dealers. So far from the step being a retrograde one, the Trust consider that it is restoring, under improved conditions, a very necessary state of things, and a check existing under the Collector, which was only abandoned owing to want of funds to pay a supervising staff, when the 1 per cent. *ad valorem* duty on iron was abolished. Messrs. Arbuthnot and Co. themselves were the first to point out the necessity for certificates, the Trust having taken over the control of the hitherto disorderly mob of iron coolies on the beach, under bye-laws Nos. 4 and 5, and the Trust promptly made arrangements to do so. That weighment is necessary when there are several consignees of iron in a ship will be admitted, I think, by all experts, under the circumstances at present existing at this port, and it is sufficient to remark that it has been the universal practice, both during the Sea Customs Collector's administration of iron, and in the interregnum which had existed before the advent of the Trust. Messrs. Arbuthnot and Co. now decline to accept the Board's weighments, and when their accuracy is pointed out to them they say it is *no concern of theirs*, and that they must weigh again; but the Board would ask why not accept them? as was the case with the Custom-house contractor under the Collector. This insisting on a second weighment is at the bottom of the whole question, and has raised the very discontent of the dealers relied on by Messrs. Arbuthnot and Co. in the mazirnamah; most of the signatories of this are constituents of Messrs. Arbuthnot and Co., but one of the few who are not, informed the Secretary that his main reason for signing the same was that he understood that the Board's weighment involved a second weighment. For the above reasons, the Board conclude that no alterations of the amended bye-law is desirable, and consider that the same is well within the scope of the Act, and not outside it as contended by Messrs. Arbuthnot and Co., the same being to secure the "safe and convenient use" of the iron "sheds" and yards, and to ensure the satisfactory "reception and removal of goods brought within the premises of the Board"—*vide* clauses 2 and 4 of section 70 of Act II of 1886 (Madras).

5. There remains the question of porterage and weighment, when a firm or merchant are sole consignees. Reference is made by Messrs. Arbuthnot and Co. to the non-handling of coal and timber by the Trust. The Board had to accept things as they found them, and endeavour gradually to improve matters, and it may be noted that the bye-laws have only been in force for less than a month. It will therefore be sufficient to remark here that the Board found iron being weighed and sorted, and

continued the practice, after calling by public tender for a contractor, while coal and timber had never been handled by the late contractor, and moreover the former is landed in bags and the latter under marks, so that there is less danger of mixing or wrong delivery, and therefore less cause for intervention.

6. It may appear, at first sight, unnecessary that the Trust should interfere as regards sole consignments, but, where several steamers are landing at the same time, there is always a danger of iron becoming mixed, in the contracted space between the two arms of the harbour, owing to the impossibility of controlling the action of individual boatmen and coolies, and where such occurs, if the iron of any other merchant were taken away in error by the sole consignee, the Trust would be responsible, and it was on this ground that the Board asked Messrs. Arbuthnot and Co. to exempt them from such claims, as regards this very iron ex S.S. *Clan Mackay*, but this Messrs. Arbuthnot and Co. promptly refused to do. As to their argument respecting the number of pieces being sufficient, I am desired to explain that they themselves pointed out that a tally by number could not be relied upon, inasmuch as bar iron is frequently shipped in bundles, the ties of which come off in transit, so that a loose bundle is frequently tallied as 20 or more bars, and delivery may be made in full according to number, while in reality the proper weight has not been received. For this reason Messrs. Arbuthnot and Co., when asking for certificates, pointed out the impossibility of successfully preferring a claim against a steamer, unless certificates of number and weight were issued under a recognised authority.

7. I may add that although the trustees had come to their present decision solely upon the peculiar conditions of the iron trade as existing at this port, it is found that their action is in harmony with the procedure at Bombay, where all iron landed in the Princes' Dock is taken charge of and delivered by the trustees of the port, while consignees, who take delivery from alongside vessels in the open stream, are allowed to land at and remove the iron themselves from outside jetties.

8. Similarly this Board are prepared to allow consignees to land iron without interference from their contractor, outside the arms of the harbour, and they hope, ere long, with a north-east entrance, ensuring smooth water, and increased jetty accommodation, to set apart spots for this being done even within the harbour, but as matters now stand it is essential that the trustees should retain complete control over the landing and shipping operations within the arms of the harbour.

ENCLOSURE.

EXTRACT of Proceedings of the Trustees of the Harbour of Madras at a meeting held at the offices of the Board on Friday the 30th day of September 1887.

* * * * * *

2. Read reference on No. 789 of 1887 from the Chief Secretary to Government, Marine Department, dated Ootacamund, 20th September 1887, forwarding, for the remarks of the Board, a mazirnamah from Messrs. Arbuthnot and Co. and other merchants interested in the import of iron at Madras, with covering letter from Messrs. Arbuthnot and Co., and other enclosures, petitioning His Excellency the Governor in Council to withhold his approval of amended bye-law No. 4, or, if already approved, to annul it.

Read minutes by Messrs. McLintock, Eales, Cowasgee Eduljee, King, Hunter, Captain W. L. C. Baddeley, and the Chairman.

Resolved that the reply to Government, as now amended and passed, be forwarded to the Chief Secretary.

* * * * * *

From R. W. BARLOW, Esq., C.S., Chairman, Harbour Trust Board, Madras, to the Chief Secretary to Government, dated Madras, 14th December 1887, No. 5397.

Government reference on Current No. 868 of 1887, dated 2nd instant, has been laid before the Board, and in reply I have the honor to submit that the Trust readily admit that the responsibility that they now have, as regards iron, is due to their own intervention, but as their action was in the best interests of the harbour and the

public, as already explained in my letter under reference and in my No. 2387, dated 8th August, and was strictly in view to carry out the objects detailed in paragraphs 2 and 4 of section 70 of Act II of 1886 (Madras), they scarcely consider it should be viewed as "interference." The use of the term "Shortage" in some of the correspondence connected with this subject is perhaps misleading, but what was meant was that as under bye-law, No. 4, the Trust porterage iron, when unloaded from the boats, till delivery to consignees from the Board's premises, they are responsible for all loss or damage to the same during transit. This was by no means an altogether new state of things; the pier and beach contractors had always been, prior to the Board's constitution, responsible for goods entrusted to them—the one from the head of the pier till delivery at the Custom-house gates of the outer yards, where the Custom-house contractor became similarily responsible till delivery to consignees, the latter having also the monopoly of supply of labor on the beach and being responsible for loss under arrangements made by the Marine Department. Shortly after the Trust came into office, and as already clearly explained in my letters above quoted, the Board, at the instance of the Chamber of Commerce, invited tenders for one contractor for both the pier and the yards, and included the porterage on the beach between the two arms, in view to enabling them by exercising control over the coolies to give the public the full benefit of the numerous improvements, tramways, cranes, &c., and also to put a stop to the great confusion and crowding they found in existence. The Board thereupon became responsible to consignees for their contractor, but exacted from him most substantial security to guard themselves against loss for his negligence or shortcomings.

2. As regards iron, except in cases where there is only one consignee for a vessel, the iron of the various consignees is landed from the ship mixed, and seldom bears any distinguishable marks, and hence the practice that has always existed at this port of employing one man to handle all iron, who sorted, counted, weighed and delivered it as per invoice, and the last man was the Custom-house and beach contractor already alluded to, who, however, was not a tenderer when advertisements were issued for the combined duties.

3. If the Board were to withdraw from their present position to-morrow, and cancel the bye-law as far as the iron is concerned, the general body of the iron merchants would have to at once select some one individual to distribute iron, and Messrs. A and Co.'s selection would probably not suit Messrs. B. C. and D. and Co., just as Messrs. Arbuthnot and Co. object to the present contractor, because he is connected with the business of another firm. It seems far better in the interests of the general public that the Trust should intervene, taking, as a necessary consequence, certain responsibility. Non-intervention on the part of the Trust would simply mean that every importer must be allowed to handle his own goods, and that a general scramble would take place.

4. I further beg to submit for the consideration of Government here, what I have already pointed out, that the present practice enables consignees to get certificates of shortage from the Trust against the ship, shippers, or the Board's contractor, whoever may be in fault. The Sea Customs Collector issued these till May 1882, when the Customs sorting and weighing yard was closed, and their want has been often felt and has been laid great stress on by Messrs. Arbuthnot and Co.

5. As regards sole consignees of iron by any vessel,—here mixing can only occur on shore, and can therefore be guarded against, except when more than one vessel are landing iron at the same time, but the Trust hope that, with the improved jetty accommodation, they may soon be able to make special arrangements to suit the wishes of such consignees who do not desire to employ the Board's contractor; but these cases will be rare.

6. The Board are quite ready to make exceptions to the operation of the bye-law, and are now doing so in cases of consignments which are easily distinguishable or kept separate; but if the Trust is to intervene effectively to regulate and keep order for landing and shipping in the limited area between the two arms—thereby incurring responsibility—the coolies who porter must be under the contractor's control, and hence the necessity for bye-laws, Nos. 3 and 4.

ORDER—dated 2nd March 1888, No. 67, Marine.

The Board's unanimous assurance that their intervention is necessary is supported by the fact that, from 1867 until the Harbour Trust was constituted, it was found necessary that some one contractor should take charge of and distribute the iron. Looking to the small space between the arms of the harbour, and the necessity of all operations which go on there being under the Board's control, the Government resolve to support the Board's action in this matter, and to decline to alter the bye-law complained of.

2. It is noted that the Board are acting under legal advice, and that among their members are some of the best mercantile authorities in Madras.

(True Extract.)

H. E. STOKES,
Chief Secretary.

To Messrs. Arbuthnot and Co.
,, the Chairman, Harbour Trust Board.
,, the Public Works Department.
,, the Port Officer, Madras.

Exd. A. Raitt.

P.W.D.

Govt. of {1888} Madras.

MARINE.

Recorded 80/pw2@B

Issued

Recd. *Encl.*

G.O., 2nd March 1888, No. 67.

No 866 way 15th March/88

MARCH.

Harbour Trust Board.

Supporting, for reasons stated, the Board's action in regard to the weighing and sorting of iron, and declining to alter Bye-law, No. 4, complained of.

Letter order

GOVERNMENT OF MADRAS.

MARINE DEPARTMENT.

READ—the following papers :—

From Messrs. ARBUTHNOT and CO. and others, to the Chief Secretary to Government, dated Madras, 1st September 1887.

With reference to the following notification :—

Marine Department.

"No. 60. The following bye-law, made by the Harbour Trust Board under section 70 of Madras Act II of 1886 and approved by the Governor in Council, is published for general information :—

"*Amended Bye-law* No. 4.—All goods landed at the port of Madras shall be moved from the place or places where the same may be landed to the place or places set apart for the reception thereof by some person or persons authorized in that behalf by the Board, who shall in due course deliver the same to the consignees upon payment by the consignees of all costs and charges of receiving and of so moving such goods and of delivering the same, including all costs, charges and expenses of counting, sorting and weighing, and other costs, charges and expenses whatsoever incurred or payable under the direction and with the sanction of the Board.

"This supersedes the bye-law of same number and date published in the *Fort St. George Gazette* of 9th August 1887, page 622."

in the *Fort St. George Gazette* of the 30th August 1887, we, the undersigned, being the great majority of the importers of, and dealers in, iron in Madras, have the honor to respectfully petition His Excellency the Governor in Council to annul the amended bye-law, No. 4, framed by the Harbour Trust Board, because the wording of it appears to be intended to give the Board powers—not contained in the Act—to put owners of cargo to unnecessary expense in the way of weighing and sorting of their goods, and to compel owners of cargo to have their cargo weighed and sorted by the Board's servants within the harbour enclosure, irrespective of the wishes of those concerned. Since 1867, it has always been the custom for those interested in iron to make their own arrangements in regard to the weighing and sorting of it; and in proof of this, we annex copies of notifications on the subject and of the form of certificate granted by the Collector.

2. It was in consequence of the strong representation of the then Collector of Customs that Government decided in 1867 to throw upon importers the supervising of the weighing and sorting of iron, and since then a custom has grown up of appointing a person, agreed upon by both importers and dealers, to do the work and to act as arbitrator in the matter of petty disputes as to the proper apportionment of the various buyers' shares of parcels of iron. Disputes of the kind indicated are inseparable from the business, and the arrangement above described has given general satisfaction for many years past.

3. It is not necessary, and it is not the custom, for the Harbour or Customs authorities to weigh iron, as the vessels that carry it are not responsible for the weight, —the bills of lading only mentioning the number of pieces or bundles, and the harbour dues are paid, not on the landing weights, but on the invoice weights.

4. The Harbour Trust Board, having given their contractor a monopoly of the Pier and Custom-house work, have lately been trying to compel all importers of iron, with the exception of the Railway Companies, to entrust the weighing and sorting to him, and in consequence much dissatisfaction and friction has resulted.

5. The work of sorting and weighing iron requires great skill and experience to distinguish between the numerous different kinds and sizes, and, as already explained, it is also essential that it should be done by some one who is acceptable to both the importers and the dealers among whom the stuff has to be divided. The present contractor to the Board and his staff are not skilled and trained in sorting iron, and this has lately been the cause of frequent mistakes and a great deal of inconvenience. Moreover, he is not acceptable to the great majority of those engaged in the iron business; and they positively decline to be satisfied either with his weighments, or to allow him to act as arbitrator in regard to the disputes which used to be settled by his predecessor.

6. Under these circumstances, we have good reason to view with alarm the new bye-law framed by the Harbour Trust Board, and we earnestly beg that His Excellency in Council will be pleased to withhold his approval from it, or, if it be already approved, to annul it.

7. As already mentioned, we believe that the Harbour Trust Act does not give the Harbour Trust Board the power to enforce the bye-law in question. But by detaining goods in order to weigh them, they will be able to inflict great loss upon importers before any legal redress can be obtained. They have already done this in one instance.

8. In further explanation of the unsatisfactory state of things at present existing, we enclose copy of a letter which Messrs. Arbuthnot and Co. have addressed to the Harbour Trust Board, and which has been countersigned by most of the principal iron merchants.

9. We may add that none of the members of the Harbour Trust Board are interested in, or—with the exception of the Master Attendant, who has been absent in England and is now seriously ill—have any close acquaintance with, the working of the iron trade of the port, and that therefore they do not feel, and are unable to appreciate, the ill effects of the policy which they are pursuing.

10. All our representations to them have proved unavailing; and it is with sincere regret that we feel ourselves compelled to appeal direct to His Excellency's Government. We should explain that iron is not landed at the Pier, but on the beach opposite the place set apart for iron, which is separate from the Custom-house enclosure, so that there is no reason why the work of weighing and sorting iron should be mixed up with Pier or Custom-house work, or done by the same person.

11. The effect of the policy of the Harbour Trust Board, if persisted in, will be that iron will have to be weighed and sorted a second time, after it leaves their hands, and it will be obvious to His Excellency in Council that a system which involves the extra expense and delay of doing the same work twice over cannot but be highly prejudicial to the trade of the port.

(Signed) ARBUTHNOT & CO.
(,,) GERDES & CO.
(,,) DECLOSETS, PRUDHOMME & CO.
(,,) T. LAZARO.

From Messrs. ARBUTHNOT and CO., to the Chief Secretary to Government, dated Madras, 5th September 1887.

In support of the petition which we have the honor to forward you by this post from the iron trade of Madras, praying His Excellency the Governor in Council to annul the bye-law, No. 4, passed by the Harbour Trust Board, we beg to hand you copy of a letter which we have addressed to the Board in regard to a cargo of iron per *Clan Mackay*, which they have detained for six weeks under the mistaken idea that it was in some way necessary for them to weigh and assort it.

2. The reason why we send you copy of this letter is that the affair to which it relates has a close connection with the bye-law which is the subject of the petition. We will endeavour to explain as briefly as possible what that connection is.

3. In July last, we imported a large quantity of iron by the *Clan Mackay*. We were the only consignees of iron by that steamer, and we landed the iron in our own boats. Before doing so, we applied to the Board for permission to attend to the import porterage ourselves as usual. This was refused. The Board said that the iron must be porteraged (*i.e.*, carried from the shore to the "place set apart for iron") by the Board's contractor in terms of bye-law No. 4 (the original No. 4). We had no option but to acquiesce; but we pointed out that the money so spent would be lost to us, as that it would cost us as much to move the iron from the place where the contractor would put it as from the seashore. We also told the Board that we did not wish the contractor to do more than porterage it, in accordance with the bye-law, explaining that we intended to remove the iron at once to our own ground and to weigh and assort it there. The Board replied that they would only allow us to proceed as proposed (that is to say, they would only allow us to carry out their own bye-law), provided we gave an indemnity freeing them from all responsibility whatever; and that otherwise, they would insist on weighing and sorting the iron before redelivering it to us. We were not able to give the indemnity asked for, because it would have left the contractor free to redeliver to us fewer pieces than he had received from us, and in consequence the Board kept possession of our iron, which was being landed by us, and delivered to the contractor for porterage, as required by the bye-law. It was not until we had placed the matter in the hands of our Solicitors that the Board consented to release the iron. They then decided to weigh and sort it and to deliver it to us as weighed and sorted, leaving the question of who was to bear the cost of this to be decided afterwards. We had previously told them that if they weighed and sorted it, it must be at their own expense. We also explained that it was quite unnecessary; and that the work would have to be done over again by us, for the satisfaction of our buyers; and we protested against the delay which would be caused. There the matter rested. The Board have been weighing and sorting the iron for the last five or six weeks, and the question of the expense is still pending.

4. In the meantime, they have framed an amended bye-law, the meaning of which, read by the light of the above incident, is plain. The evident intention is to give the Board power—not in so many words, but indirectly—to do, not only what they did in the case of the iron per *Clan Mackay*, but also to detain the iron until the importer agrees to pay for the work done against his wishes; which is useless to him; and which the Act itself gives the Board no power to insist on doing.

5. We have no doubt that the importer would eventually win an action at law for damages. But in the meantime the detention of his iron would cause him greater loss than he could ever recover in the way of damages. He would suffer, not only loss of interest and loss of market, but also indirect damage of various kinds for which he would not be able to obtain any compensation. Seeing the Board detained our iron because we would not give an indemnity in respect of acts of their own contractor for which they were clearly liable, it is not impossible that they might detain iron until the importer not only paid for weighing it, but also undertook not to take any steps to get his money back.

6. The policy of the Board in this matter is a retrograde policy. The whole tendency of modern legislation is towards decentralization, and yet the Board are trying to revert to a system which was abandoned in 1868, and to force people to employ them to do work which experience has shown ought to be done, and can be done better, by the parties interested. This for no reason beyond a vague and groundless fear that it is necessary to do certain work in order to escape from some undefined and imaginary responsibility. Whereas the exact contrary is the case. The Board are in no way responsible for the weighing or sorting of iron, unless they render themselves liable by interfering. The extent of their interference is the measure of their liability.

7. Their present attitude is the outcome of want of knowledge of the ins and outs of the iron trade of the port, and as it seems impossible to convince them of the error of their policy, we are compelled to appeal to a higher authority. We trust that His Excellency in Council will see his way to release the iron trade from their present unfortunate position by acceding to the prayer of the petitioners.

ENCLOSURES.

Copies of Notifications referred to.

Notice is hereby given that, from the 1st September next, all iron, when landed, must be brought into the new walled enclosure, north of the pier by the east gate.

2. Consignees must make arrangements with Commanders and Ships' Agents for sorting, counting or weighing, delivering, and removing their iron.

3. A Customs officer will be stationed at the west gate of the enclosure to pass out all iron.

4. Iron may remain in the enclosure for seven clear days, after landing, free of charge; a daily fine, according to the number of bars and bundles remaining, will be levied on iron not removed within that time.

(Signed) HUNTER-BLAIR,
Collector of Sea Customs.

MADRAS,
23*rd July* 1868.

Circular.

From the 1st proximo the enclosure on the beach in which the iron has been hitherto stored will be closed. Importers should make their own arrangements from that date.

(Signed) R. J. MELVILL,
Collector of Sea Customs.

MADRAS,
12*th April* 1882.

I hereby certify that the undermentioned is an account of the iron passed through the Custom-house by landed from the ship from London, Captain which vessel entered here on the

2. The bars and bundles of iron in question were weighed by the weighee employed by the consignee, and the weight noted down by the Custom House clerk who was then present is as follows:—

Bars.	Bundles.	weighing	cwt.	qrs.	lb.

(Signed) C. A. GALTON,
Ag. Collector of Sea Customs.

SEA CUSTOMS COLLECTOR'S OFFICE,
Dated ———

From R. W. BARLOW, Esq., C.S., Chairman, Harbour Trust Board, to the Chief Secretary to Government, dated Madras, 4th October 1887, No. 3912.

I have the honor to acknowledge the receipt of reference on No. 789 of 1887, dated 20th September, which has been circulated to the trustees, and was considered by them at their last meeting, and to enclose copy of their resolution thereon, and to report as follows.

2. Before referring to the main question of the weighment of iron, and the necessity for amended bye-law No. 4, I am requested to point out one or two portions of Messrs. Arbuthnot and Co.'s letter to Government which are, in the opinion of the Trust, misleading, as regards their past action, which has been to meet Messrs. Arbuthnot and Co.'s views as far as practicable, without risking the interests of the harbour, or those of other consignees. At the close of their first paragraph, Messrs. Arbuthnot and Co. state that there was "six weeks" delay in dealing with their iron ex S.S. *Clan Mackay* owing to the Board having a mistaken impression that they were bound to weigh iron. A considerable portion of this period was occupied in endeavouring to meet Messrs. Arbuthnot and Co.'s wishes to dispense with weighment, which was discussed at two consecutive meetings of the Board, and after Messrs. Arbuthnot and Co. had finally rejected the Board's proposals, and weighment had therefore to be insisted upon, there was no delay whatever in granting delivery, and 1,510 tons were weighed out to them between the 30th of July and the 7th September 1887—a rapid delivery—and Messrs. Arbuthnot and Co. might have had it even more rapidly, had they desired it, and received their iron always through full working hours. Equally incorrect is the statement that it was not "till we put the matter in the hands of a Solicitor that the Board consented to release the iron." No order for delivery could be granted to the contractor till it was known whether or not Messrs. Arbuthnot and Co. would accept the Board's conditions, so that weighment might be dispensed with. Immediately on their rejecting them, orders were issued, the Solicitor's letter

had nothing whatever to do with the matter, and the use of the word "released" seems uncalled for. Equally unfair is the insinuation that the Trust contemplated detaining the iron till weighing charges should be paid. Messrs. Arbuthnot and Co. were, through their Solicitors, distinctly informed that such payment would be a matter for after consideration, in letter, No. 2544, dated 16th August 1887.

3. There is another point which I must touch upon briefly, before I pass on to the main question. In their letter, dated 30th August to the Trust, which forms an enclosure to Messrs. Arbuthnot and Co.'s petition to Government, a reference is made to the Board's contractor's platform scales, and to myself as chairman. What had passed was briefly this: very shortly after the installation of the new contractor, a number of the iron merchants, with Mr. Augus, an Assistant in Messrs. Arbuthnot and Co., "tested" the scales, stating that they were inaccurate, and prevailed on the contractor, under pressure, to have them adjusted, such adjustment consisting of the insertion of a small piece of lead in the balance weight. On hearing of what had passed, the Trust's Secretary called in the Inspector of Station Machinery, Madras Railway Company, and had the scales tested. With the piece of lead inserted they were found considerably in error, but when it was removed they were pronounced by this expert to be perfectly correct. Shortly after another complaint was made, and on this occasion the aid of the Deputy Collector's weighing and testing establishment was called in, when the scales were again tested, with weights recently checked by the Public Works standards, and were found perfectly correct, while the weights brought by the merchants were found inaccurate, and their use would have resulted in more iron than was due being delivered; though I should add here, in justice to the dealers, that a considerable part of the inaccuracy of their weights ($\frac{1}{2}$ cwts.) was due to the standard $\frac{1}{2}$ cwt. at the Deputy Collector's office being in error. Messrs. Arbuthnot and Co.'s reference to myself refers, I believe, to my having declined to accept certain tests made by the Secretary and Mr. Augus together, which showed variations. I told Messrs. Arbuthnot and Co. that I would have the scales again tested by any expert or experts they might name, and suggested the Superintendent of Government Workshops, but that I could not act on the opinion of amateurs. The matter is now in the hands of Government Workshops, and should any error be discovered, it will at once be rectified. The vibration from a passing train, strong wind, and other causes, will often cause a variation, not due to the scales, if working, like the Board's platform scales, on knife edges. To rectify such variations the contractor, with the Board's approval, is about to introduce beam-scales, and meantime Government may rest assured that no pains is spared to insure correct weighment, and it is believed that this is being done with an accuracy that has never before obtained. As an instance, the very 1,510 tons of iron ex S.S. *Clan Mackay*, referred to in the complaint, was weighed out within 1 cwt. and a fraction. The Trust, however, regret to have to believe that it is their contractor, not his weighments, and a desire to dispense with his interference, which is the real object of the complaint.

4. Now as regards weighments, and the amended bye-law. I beg here to refer to my No. 2387, dated 8th August 1887, explaining the necessity for the amendment. I need scarcely inform Government that Messrs. ——— and Co., therein referred to, are Messrs. Arbuthnot and Co. To avoid the necessity for reference, I beg to quote from this letter—I therein said:—

"Messrs. ——— and Co., one of the largest importers of iron, took exception to the selection of the new contractor, as he was dubash for another of the leading firms of this port, and wished to continue to employ the old 'Custom House Contractor.' Messrs. ——— and Co. carried a considerable number of native iron merchants with them, and a good deal of obstruction was thrown in the way of the new contractor, and bye law No. 4, as already passed, was therefore formulated. Further difficulties, however, have since arisen.

"When the 1 per cent. *ad valorem* import duty on iron was abolished, the Collector ceased to give certificates of shortage in May 1882 for iron, previously weighed and passed out of the old iron yard, and iron was no longer obliged to be brought therein. The late 'Custom House Contractor' used, however, to grant *quasi*-authoritative certificates, and received payment from consignees for weighment and storage, on terms arranged between them, and the Trust had no reason to anticipate that such arrangements might not continue under the new man. On the new contractor, however, coming into work, Messrs. ——— and Co. demanded certificates from the *Trust*, and the Board, after consulting their Solicitors, and careful deliberation, decided to grant

such, similar to those formerly issued by the Collector of Sea Customs, considering that their issue was a necessary sequence to the introduction of bye-law No. 4; and thus to enable agents and consignees to seek their remedy against ship or shippers—whichever might be in fault—the Board's contractor being responsible, under the terms of his engagement, for any loss arising from his negligence. A still further difficulty, however, again arose. Messrs. ——— and Co. were sole consignees of iron by a certain ship, and desired to take delivery without the intervention of the contractor in sorting or weighing; the Trust agreed to meet their wishes on the understanding that the firm consented to indemnify them against all claims regarding this shipment. I should explain here that without weighing and sorting, certificates as to shortage cannot be issued, nor could the Board guard themselves against claims of consignees of iron, by other ships, who might assert that their iron had become mixed with Messrs. ——— and Co.'s and wrongly delivered. This mixing and wrong delivery was a matter of daily occurrence in the past, and one which the Trust hope shortly very greatly to minimise. Messrs. ——— and Co., however, declined to give the guarantee asked, and the Trust, in their anxiety to arrange matters amicably, if possible, decided to go a step further, and take special precautions in the yards, to see that the firm's iron was not mixed with that from other ships, and simply desired Messrs. ——— and Co. to guarantee them against claims for shortage on their part only. This clearly, necessary and reasonable stipulation was not only refused, but Messrs. ——— and Co. most unreasonably decline to pay for weighment, by undertaking which only can the Board assure themselves against claims for shortage."

It is stated in the mazirnamah that the Board's present action is a retrograde step, but the opposite seems to be the case. The state of things the Trust found in the iron shed was this:—Consignees very frequently did not even get the iron imported by their own ship, while certificates were only granted by an irresponsible and scarcely disinterested party which can hardly have been at times to the interests of ships and shippers; whereas now, with a contractor duly selected by the Trust, checked in his weighments by responsible Preventive officers, and certificates then granted by the Trust, the arrangement should be a far more satisfactory one to all concerned, including the dealers. So far from the step being a retrograde one, the Trust consider that it is restoring, under improved conditions, a very necessary state of things, and a check existing under the Collector, which was only abandoned owing to want of funds to pay a supervising staff, when the 1 per cent. *ad valorem* duty on iron was abolished. Messrs. Arbuthnot and Co. themselves were the first to point out the necessity for certificates, the Trust having taken over the control of the hitherto disorderly mob of iron coolies on the beach, under bye-laws Nos. 4 and 5, and the Trust promptly made arrangements to do so. That weighment is necessary when there are several consignees of iron in a ship will be admitted, I think, by all experts, under the circumstances at present existing at this port, and it is sufficient to remark that it has been the universal practice, both during the Sea Customs Collector's administration of iron, and in the interregnum which had existed before the advent of the Trust. Messrs. Arbuthnot and Co. now decline to accept the Board's weighments, and when their accuracy is pointed out to them they say it is *no concern of theirs*, and that they must weigh again; but the Board would ask why not accept them? as was the case with the Custom-house contractor under the Collector. This insisting on a second weighment is at the bottom of the whole question, and has raised the very discontent of the dealers relied on by Messrs. Arbuthnot and Co. in the mazirnamah; most of the signatories of this are constituents of Messrs. Arbuthnot and Co., but one of the few who are not, informed the Secretary that his main reason for signing the same was that he understood that the Board's weighment involved a second weighment. For the above reasons, the Board conclude that no alterations of the amended bye-law is desirable, and consider that the same is well within the scope of the Act, and not outside it as contended by Messrs. Arbuthnot and Co., the same being to secure the "safe and convenient use" of the iron "sheds" and yards, and to ensure the satisfactory "reception and removal of goods brought within the premises of the Board"—*vide* clauses 2 and 4 of section 70 of Act II of 1886 (Madras).

5. There remains the question of porterage and weighment, when a firm or merchant are sole consignees. Reference is made by Messrs. Arbuthnot and Co. to the non-handling of coal and timber by the Trust. The Board had to accept things as they found them, and endeavour gradually to improve matters, and it may be noted that the bye-laws have only been in force for less than a month. It will therefore be sufficient to remark here that the Board found iron being weighed and sorted, and

continued the practice, after calling by public tender for a contractor, while coal and timber had never been handled by the late contractor, and moreover the former is landed in bags and the latter under marks, so that there is less danger of mixing or wrong delivery, and therefore less cause for intervention.

6. It may appear, at first sight, unnecessary that the Trust should interfere as regards sole consignments, but, where several steamers are landing at the same time, there is always a danger of iron becoming mixed, in the contracted space between the two arms of the harbour, owing to the impossibility of controlling the action of individual boatmen and coolies, and where such occurs, if the iron of any other merchant were taken away in error by the sole consignee, the Trust would be responsible, and it was on this ground that the Board asked Messrs. Arbuthnot and Co. to exempt them from such claims, as regards this very iron ex S.S. *Clan Mackay*, but this Messrs. Arbuthnot and Co. promptly refused to do. As to their argument respecting the number of pieces being sufficient, I am desired to explain that they themselves pointed out that a tally by number could not be relied upon, inasmuch as bar iron is frequently shipped in bundles, the ties of which come off in transit, so that a loose bundle is frequently tallied as 20 or more bars, and delivery may be made in full according to number, while in reality the proper weight has not been received. For this reason Messrs. Arbuthnot and Co., when asking for certificates, pointed out the impossibility of successfully preferring a claim against a steamer, unless certificates of number and weight were issued under a recognised authority.

7. I may add that although the trustees had come to their present decision solely upon the peculiar conditions of the iron trade as existing at this port, it is found that their action is in harmony with the procedure at Bombay, where all iron landed in the Princes' Dock is taken charge of and delivered by the trustees of the port, while consignees, who take delivery from alongside vessels in the open stream, are allowed to land at and remove the iron themselves from outside jetties.

8. Similarly this Board are prepared to allow consignees to land iron without interference from their contractor, outside the arms of the harbour, and they hope, ere long, with a north-east entrance, ensuring smooth water, and increased jetty accommodation, to set apart spots for this being done even within the harbour, but as matters now stand it is essential that the trustees should retain complete control over the landing and shipping operations within the arms of the harbour.

ENCLOSURE.

EXTRACT of Proceedings of the Trustees of the Harbour of Madras at a meeting held at the offices of the Board on Friday the 30th day of September 1887.

* * * * * *

2. Read reference on No. 789 of 1887 from the Chief Secretary to Government, Marine Department, dated Ootacamund, 20th September 1887, forwarding, for the remarks of the Board, a mazirnamah from Messrs. Arbuthnot and Co. and other merchants interested in the import of iron at Madras, with covering letter from Messrs. Arbuthnot and Co., and other enclosures, petitioning His Excellency the Governor in Council to withhold his approval of amended bye-law No. 4, or, if already approved, to annul it.

Read minutes by Messrs. McLintock, Eales, Cowasgee Eduljee, King, Hunter, Captain W. L. C. Baddeley, and the Chairman.

Resolved that the reply to Government, as now amended and passed, be forwarded to the Chief Secretary.

* * * * * *

From R. W. BARLOW, Esq., C.S., Chairman, Harbour Trust Board, Madras, to the Chief Secretary to Government, dated Madras, 14th December 1887, No. 5397.

Government reference on Current No. 868 of 1887, dated 2nd instant, has been laid before the Board, and in reply I have the honor to submit that the Trust readily admit that the responsibility that they now have, as regards iron, is due to their own intervention, but as their action was in the best interests of the harbour and the

public, as already explained in my letter under reference and in my No. 2387, dated 8th August, and was strictly in view to carry out the objects detailed in paragraphs 2 and 4 of section 70 of Act II of 1886 (Madras), they scarcely consider it should be viewed as "interference." The use of the term "Shortage" in some of the correspondence connected with this subject is perhaps misleading, but what was meant was that as under bye-law, No. 4, the Trust porterage iron, when unloaded from the boats, till delivery to consignees from the Board's premises, they are responsible for all loss or damage to the same during transit. This was by no means an altogether new state of things; the pier and beach contractors had always been, prior to the Board's constitution, responsible for goods entrusted to them—the one from the head of the pier till delivery at the Custom-house gates of the outer yards, where the Custom-house contractor became similarily responsible till delivery to consignees, the latter having also the monopoly of supply of labor on the beach and being responsible for loss under arrangements made by the Marine Department. Shortly after the Trust came into office, and as already clearly explained in my letters above quoted, the Board, at the instance of the Chamber of Commerce, invited tenders for one contractor for both the pier and the yards, and included the porterage on the beach between the two arms, in view to enabling them by exercising control over the coolies to give the public the full benefit of the numerous improvements, tramways, cranes, &c., and also to put a stop to the great confusion and crowding they found in existence. The Board thereupon became responsible to consignees for their contractor, but exacted from him most substantial security to guard themselves against loss for his negligence or shortcomings.

2. As regards iron, except in cases where there is only one consignee for a vessel, the iron of the various consignees is landed from the ship mixed, and seldom bears any distinguishable marks, and hence the practice that has always existed at this port of employing one man to handle all iron, who sorted, counted, weighed and delivered it as per invoice, and the last man was the Custom-house and beach contractor already alluded to, who, however, was not a tenderer when advertisements were issued for the combined duties.

3. If the Board were to withdraw from their present position to-morrow, and cancel the bye-law as far as the iron is concerned, the general body of the iron merchants would have to at once select some one individual to distribute iron, and Messrs. A and Co.'s selection would probably not suit Messrs. B. C. and D. and Co., just as Messrs. Arbuthnot and Co. object to the present contractor, because he is connected with the business of another firm. It seems far better in the interests of the general public that the Trust should intervene, taking, as a necessary consequence, certain responsibility. Non-intervention on the part of the Trust would simply mean that every importer must be allowed to handle his own goods, and that a general scramble would take place.

4. I further beg to submit for the consideration of Government here, what I have already pointed out, that the present practice enables consignees to get certificates of shortage from the Trust against the ship, shippers, or the Board's contractor, whoever may be in fault. The Sea Customs Collector issued these till May 1882, when the Customs sorting and weighing yard was closed, and their want has been often felt and has been laid great stress on by Messrs. Arbuthnot and Co.

5. As regards sole consignees of iron by any vessel,—here mixing can only occur on shore, and can therefore be guarded against, except when more than one vessel are landing iron at the same time, but the Trust hope that, with the improved jetty accommodation, they may soon be able to make special arrangements to suit the wishes of such consignees who do not desire to employ the Board's contractor; but these cases will be rare.

6. The Board are quite ready to make exceptions to the operation of the bye-law, and are now doing so in cases of consignments which are easily distinguishable or kept separate; but if the Trust is to intervene effectively to regulate and keep order for landing and shipping in the limited area between the two arms—thereby incurring responsibility—the coolies who porter must be under the contractor's control, and hence the necessity for bye-laws, Nos. 3 and 4.

ORDER—dated 2nd March 1888, No. 67, Marine.

The Board's unanimous assurance that their intervention is necessary is supported by the fact that, from 1867 until the Harbour Trust was constituted, it was found necessary that some one contractor should take charge of and distribute the iron. Looking to the small space between the arms of the harbour, and the necessity of all operations which go on there being under the Board's control, the Government resolve to support the Board's action in this matter, and to decline to alter the bye-law complained of.

2. It is noted that the Board are acting under legal advice, and that among their members are some of the best mercantile authorities in Madras.

(True Extract.)

H. Elsdon

Chief Secretary.

To Messrs. Arbuthnot and Co.
„ the Chairman, Harbour Trust Board.
„ the Public Works Department.
„ the Port Officer, Madras.

Exd. A. Raitt.

2322 W—29-8-87

B

No 866 W dy 15th March 1888

Recorded.

14.3.88

15/3/88

P7C 8-2475

Govt. of {1888} Madras.

MARINE.

Issued

Recd. 13-3-88 Encl.

G.O., 2nd March 1888, No. 67.

No 866 W dy 15th March 88

MARCH.

Harbour Trust Board.

Supporting, for reasons stated, the Board's action in regard to the weighing and sorting of iron, and declining to alter Bye-law, No. 4, complained of.

2 Copies to Govt

with order

Cdr 2417/88