

- (1) பக்கங்களின் எண்ணிக்கை 22 ?
 (2) புதுக்கித் திருப்பிய நாள் 13-9-89
 (3) ஆதாரங்குறிப்பவர் சுருக்கொப்பம் 10/8

தமிழ்நாடு ஆவணக் காப்பகம்.

தமிழ்நாடு அரசு

P.W.D துறை

அரசாணை எண். மு. கோப்புத் தாள் எண்.	476-W	அச்சகம் பலவகை
நாள் :	13. 2. 1890	198 .

மடிக்கவோ கண்டபடி கையாளவோ கூடாது

திரு

ஆவண, ஈர-1-18,008-15-6-87.

Encls

21 8/10/89

India Office,

London, 20th May 1889.Financial (Stores).N^o 13.5.

Letter from Gellatly & Co. dated
24th April 1889 with Enclosures
copy freight contract N^o 322 of
1887

My Lord,

Enclosed, for your
Excellency's consideration, copy
of an application, with enclosures,
from Mess^{rs} Gellatly & Co. for
the refund of Rs 196, stated to
have been debited at Madras
from the freight of the S. S.
Navarino, being the value of
one iron beam and three
pieces of angle iron, forming
a portion of 3 spans of girder
work for Bridges on the
Pondinghi Ghat and
Pondinghi Komput Roads,
demanded per Madras
Public Works Estimate dated
30th August 1886.

His Excellency.

The Right Honorable.

The Governor in Council.

Fort St. George.

2. The Girderwork was
shipped per S. S. Navarino

which

which sailed from London on the 1st September 1887, and was transferred at Calcutta into the s.s. 'Chindwarra' for shipment to Bimlipatam.

3. If, upon inquiry, the circumstances should, in the opinion of your Government, justify the admission of the claim, the amount should be refunded to the agents of the ship at Madras; and I request that your decision in the matter may be communicated to me, to enable me to reply to Messrs. Gellatly & Co. If their claim be considered inadmissible the grounds upon which it is negatived should be fully stated.

4. It is not considered that the cost of preparing the

(contd, Linnam)

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23 8/ 3

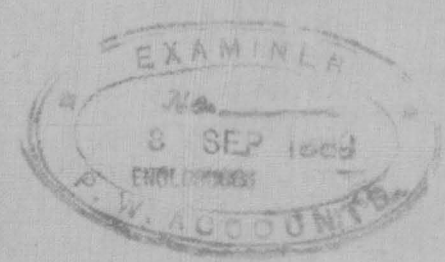
the declaration forwarded
in Messrs. Gallatly's letter
should in any circumstances
be borne by Government.

I have the honor to be,

My Lord,

Your Lordship's most obedient,
humble servant,

Cross.



24 8/4

ENCLOSURES.

Dock House, Billiter Street, London, E.C.,
24th April 1889.

Sir,

With reference to the shipment of bridge work, &c., per S.S. "Navarino," from London to Bimlipatam, under our contract dated 3rd August 1887, we beg to inform you that the authorities in Madras have deducted the sum of Rs. 196 from the freight for one iron beam and three pieces of angle iron, which unfortunately were lost overboard during discharge through an accident of the sea. A declaration was obtained from the master of the steamer "Chindwara," into which the goods were transhipped at Madras, stating the circumstances under which the accident happened. We trust this document will enable you to refund us the amount deducted, and that you will take the necessary steps to prevent similar deductions in future. The cost of preparing this declaration was Rs. 49, which we shall be glad to receive.

We are, &c.,
(Signed) GELLATLY, HANKEY, SEWELL, & Co.

The Director General of Stores,
India Office.

Enclosure 1 in above.

I, John Nash, at present of Calcutta, master mariner, and commander of the British India Steam Navigation Company's steamer "Malda," make oath and say as follows:—

1. That in the month of October 1887 I was employed as the commander of the steam ship "Chindwarra," belonging to the British India Steam Navigation Company, Limited, and at that time plying between Calcutta and Bombay, touching at intermediate coast ports.

2. That I left the port of Calcutta in command of the said vessel, on a voyage to Bombay, *via* the coast ports, on Saturday, the 22nd day of October 1887, having on board, amongst other cargo, certain iron, mentioned in the through bill of lading hereto annexed, and marked A, for the port of Bimlipatam.

3. That the said vessel "Chindwarra" arrived at and anchored off Bimlipatam aforesaid on Tuesday, the 26th day of October 1887, and immediately proceeded to discharge her cargo for that port, and continued at Bimlipatam discharging cargo till the 28th day of October 1887.

4. That during the said 26th, 27th, and 28th days of October the said vessel and her officers and crew were employed in discharging from the said vessel into boats brought from the shore for that purpose the cargo comprised in the said bill of lading marked A as aforesaid, which said cargo was Government property, and in the course of such discharge three pieces of angle or tee iron and one iron cross girder, the property of Government, were accidentally lost overboard on Thursday, the 27th day of October 1887, in manner herein-after mentioned.

5. That the said 27th day of October 1887 commenced with a fresh breeze, with a moderate sea running, but in the course of the forenoon

the sea increased, and considerable difficulty was experienced in discharging the said cargo, which was composed in part of heavy iron girders and long and unwieldy pieces of angle or tee iron, and the boats alongside the said vessel to receive the said cargo were rising and falling very much on the sea, and with such suddenness that it was extremely difficult to prevent the boats coming up and hitting the slings in which the said iron was being lowered from the ship.

6. That in the course of the forenoon of the said 27th day of October 1887, while three long pieces of angle or tee iron were in the course of being lowered in a sling from the ship out of the fore hatch to the boat intended to receive the same, the said boat suddenly rose up on the sea and came in contact with the said sling of iron, and the force with which the said boat hit the said iron and canted one end of the same upwards caused the said three pieces to slip out of the sling the same were in, and to fall into the sea, where the same sank and could not be recovered.

7. That in the course of the same forenoon, as an iron cross girder of large dimensions and great weight which had been slung out of the after hatch was being lowered into a boat alongside the said vessel "Chindwara," the boat into which the same was being lowered rose up in like manner suddenly, and came in contact from below with the said iron girder, and the force with which the said boat came into contact with the same, together with the heavy rolling of the said vessel, caused the sling which held the said iron girder to be caught in the gangway and become slack, by reason of which the said iron girder slipped out of the sling in which it then was, and fell into the sea, where it sank and was lost beyond possibility of recovery.

8. That on the 27th day of October 1887, I certified to the loss of the said three pieces of iron and one cross girder by two several certificates, copies of which are hereto annexed and marked respectively B and C.

9. That the loss of the said three pieces of angle or tee iron and of the said girder was due and owing wholly to the roughness of the sea at Bimlipatam aforesaid at the time the same were being so landed, and was caused in manner herein-before mentioned, and through no act, neglect, or default of the officers or crew of the said steamer "Chindwara," who used all due care and caution in the handling of the said goods.

JOHN NASH.

Sworn at Calcutta aforesaid, by the said John Nash, the 22nd day of March 1889, before me.

J. C. ORR, Notary Public.

Enclosure 2 in above.

"Chindwara."

27th October 1887.

Certified that $\uparrow$, three angle iron pieces were lost overboard by accident of the sea in the following manner:—
Whilst the sling was being lowered into the boat, the boat, caught by a heavy swell, suddenly rose, lifting the sling of the angle iron on the gunwale, thereby slackening the sling, and the vessel rolling at the time consequently caused the contents to fall into the sea.

(Signed) JOHN NASH, Commander.

(Signed) Jos. Smith, 4th Officer,
Discharging Officer.

Enclosure 3 in above.

27th October 1887.

"Chindwara."

Certified that $\uparrow$, one iron beam was lost overboard by accident of the sea in the following manner:—

Whilst the sling was being lowered into the boat, the boat, caught by a heavy swell, drifted from the ship's side, and the vessel rolling heavily at the time caused the sling to catch on the gangway and slack up, and consequently the beam slipped out.

JOHN NASH, Commander.

H. Campbell, 2nd Officer,
Discharging Officer.

CONDITIONS FOR FREIGHT AND CONVEYANCE OF STORES.

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

1. The Vessel is to be tight, staunch, strong, fully equipped, efficiently manned, and in every way fitted for the voyage, and must sail under the British Flag. She must be properly laden by the Owner, and to a safe draught of water.
2. No Vessel which is not classed A 1 at Lloyd's, or which does not hold a Board of Trade Passenger Certificate, will be accepted without survey. The Secretary of State for India in Council, however, reserves to himself the right of having any Vessel surveyed, and of rejecting any Vessel without assigning a reason.
3. Should the Vessel not be ready to load, or to sail, by the dates stated in the Tender, the Owner will be liable to pay to the Secretary of State in Council the sum of 10*l.*, as liquidated damages, for each day's delay in either event,—provided the delay shall not have been caused by any default on the part of the Government. The Secretary of State in Council may deduct these damages from the amount payable for freight.
4. The Stores will be sent alongside the Vessel in the loading Dock mentioned in the Tender as soon as practicable after the day fixed for loading. The Owner will receive, tally, and stow the Stores as they are sent alongside, and will hold the Secretary of State in Council free from all claims for demurrage on steamer, craft, or wagon alongside.
5. The Owner is to provide all necessary machinery, tackle, &c., and to bear any other expenses (including enlargement of hatchways, &c.), that may be required for taking and securely stowing the Stores on board and delivering the same overside in India.
6. Acids, or other Stores to be kept on deck, must be stowed to the satisfaction of the Officers of the Store Department.
7. Vessels carrying Malt Liquor must be ventilated to the satisfaction of the Surveyor appointed by the Secretary of State in Council. Malt Liquor is not to be stowed by night, except with the sanction of the Surveyor. In iron Vessels it must be stowed in the lower hold, and in Steam Vessels forward of the engines. The coils for its proper stowage, and all the dunnage wood used on board the Vessel, must be approved by the Surveyor.
8. Gunpowder, ammunition, or other explosives, as defined by Sec. 3 of the Explosives Act, 1875, must be stowed in accordance with Admiralty Regulations; and all magazines provided by the Owner under these Regulations must be approved by the Surveyor appointed by the Secretary of State in Council. Notice in writing must be given to the Superintendent of the India Store Depot, Belvedere Road, Lambeth, three clear days before the Vessel will be ready to receive the Stores mentioned in this Clause.
9. No petroleum, guano, green hides, creosote or creosoted goods, or other deleterious cargo, are to be shipped on private account in Vessels engaged to carry Malt Liquor, Provisions, or Medical Stores. No gunpowder, or ammunition, or other explosives, as defined by Sec. 3 of the Explosives Act, 1875, matches, fuzes, or dangerous chemicals, are to be shipped in any Vessel on private account except under a certificate from the Surveyor appointed by the Secretary of State in Council, permitting the shipment of such explosives or dangerous stores, which must be stowed to the satisfaction of such Surveyor, and in accordance with Admiralty Regulations. Coals or Coke are not to be taken in Vessels carrying Malt Liquor, except under like permission and certificate of the Surveyor, unless, in iron Vessels, they are stowed in a separate compartment. In the event of a breach of all or any one of the provisions of this Clause, the Owner will be liable to forfeit the freight, and to make good all loss or damage sustained by the Secretary of State in Council.
10. Bills of Lading, in the annexed India Office Form, shall be signed by the Master, or by the Owner or his accredited Agent, and shall be conclusive evidence of the quantity and weight of cargo received. In London they are to be signed at the India Store Depot, Belvedere Road, Lambeth.
11. Should the Owner fail to take by the Vessel named any portion of the Stores sent alongside by the date for sailing named in the annexed Tender, the Secretary of State in Council shall have the right to forward the Stores so not taken by any other Vessel or route, and to charge to the Owner, or deduct from the amount payable for freight, any demurrage and additional freight he may incur by so doing, and also all other additional expenses of whatsoever kind caused by or arising out of the Owner's default.
12. The Stores will be taken from alongside the Vessel in India by the Officers of Government, upon twenty-four hours' notice given to them by the Master that he is ready to deliver; and the Stores shall be delivered as the Officers of Government may direct, and into boats alongside or on to wharves or jetties as they may require.
13. Subject to the performance of the Contract in accordance with the foregoing provisions, and with the annexed Tender, freight will be payable as follows; viz., four fifths thereof in England within 21 days after the Bills of Lading are signed and the Vessel has left the port; and the remaining one fifth shall, subject to the deductions herein-after mentioned, be payable in India in Indian currency (at the rate of exchange of 1*s.* 4*d.* per rupee) to the Master or his order, on production of a certificate of the Officers of Government of the due delivery of the Stores, according to the tenor of the Bill of Lading, and in accordance with these Conditions. In the event of any loss being sustained by Government by reason of any injury to the Stores, or of any deficiency in the quantity delivered, not covered by the printed exceptions in the Bill of Lading, the Government may deduct the value of such loss at the above rate of exchange from the portion of the freight payable in India, or, if necessary, recover the same from the Owner. If the freight, together with any other freight payable in respect of any other Stores shipped by the Secretary of State in Council on board the Vessel, for the same voyage and port, does not exceed 50*l.*, the whole will be paid in England. No charge will be allowed under the head of "primage."
14. Claims for contribution to average are to give no lien on the Stores, which are to be delivered in accordance with these Conditions, notwithstanding any such claims. If a claim for contribution be made in India, it will be referred to the Secretary of State in Council previously to any payment becoming due in respect thereof.
15. The Owner is not to be a member of the House of Commons; such person being, by Act 22 Geo. 3, cap. 45, neither alone nor jointly with any other person, competent to enter into the Contract, which will be

made upon the condition that no such member is to be admitted to any share or part thereof, or to any benefit or advantage to arise therefrom. This will not, however, extend to any incorporated trading company tendering in its corporate capacity for the benefit of such company.

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

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

TENDER FOR FREIGHT AND CONVEYANCE OF STORES
FROM London TO Bimlipatam via Suez Canal Calcutta

Name of Vessel, and of Owner.	Class, and in what Register.	If Board of Trade Certificate, Date when it will expire.	Gross Register Tonnage.	Nominal Horse Power.	Dock where now lying, and where to load.	When Vessel will be ready			Intermediate Ports, if any, at which Vessel will call.
						For survey.	To load.	To sail.	
<u>Navarino</u> <u>B. & L. Co.</u>	<u>100 a. 1</u> <u>at</u> <u>Lloyds</u>	<u>yes</u>	<u>3400</u>	<u>350</u>	<u>on passage</u> <u>halls to</u> <u>London</u> <u>to load in</u> <u>Royal Albert</u> <u>ocks.</u>		<u>15</u> <u>Aug.</u>	<u>1st</u> <u>Sept.</u>	<u>via</u> <u>Calcutta &</u> <u>ports as</u> <u>advertized.</u>

On behalf of the Owner,* we do hereby offer to convey, for the Secretary of State for India in Council, upon the above Conditions, the under-mentioned estimated quantities of Stores by the above Steam Vessel, from London to Bimlipatam, via Canal, at the following rates:—

Tons estimated.		Description of Stores.	Rate of Freight, per Ton.	
Weight.	Measurement.		Weight.	Measurement.
<u>13 1/2</u>		<u>5 Spans Girderwork</u>	<u>35/-</u>	

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

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

Signature, (as) Gellatly & Sonkey Savell & Co., Brokers.*

Address 104 Leadenhall St. E.C.

Dated the 3rd Aug., 1887.

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

do hereby authorize

in Council, for the Freight and Conveyance of the above Stores, on the above Terms and Conditions.

under the General
authority dated
17 Nov. 1883.

Signature, (as) Gellatly & Sonkey Savell & Co., Owner's Agents

Address 104 Leadenhall St. E.C.

Dated the 3 Aug., 1887.

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

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

INDIA OFFICE FORM OF BILL OF LADING.

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

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

being marked and numbered as in the Margin, and are to be Delivered in the like good order and condition at the aforesaid Port of (the Act of God, the Queen's Enemies, Fire, and all and every other Dangers and Accidents of the Seas, Rivers, and Navigation, of what nature and kind soever during the said Voyage, always excepted), unto the there resident, or to their Assigns, Freight being payable at the rate and upon the terms mentioned in the Agreement for the conveyance of the Stores.

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

Dated in the 188

2/13672/189/4618/139



[TENDER FOR FREIGHT AND CONVEYANCE OF STORES TO INDIA.]

To the

Secretary of State for India in Council,

India Office,

Whitehall,

S.W.

2/13672/189/4618/139

No. 206 W. 8
158

FROM,

Major Sme. Rul Campbell R.E.
SUPERINTENDING ENGINEER

FIRST CIRCLE.

TO,

THE CHIEF ENGINEER

FOR IRRIGATION.

DOWLAISHWERAM, 20 August 1889.

SIR,

With reference to G.O. No. 1699 W. dated 27 June 89, I have the honor to forward herewith a report from the Executive Engineer, Vizagapatam Division.

2. I am unable to ascertain from the records of this office by whom the deduction on account of the lost pieces of iron work was made and the Executive Engineer knows nothing about it.

3. In a letter No. 301 VZ, dated 27-11-87 from the then S. E. Mr. G. J. Walsh to the Executive Engineer, Vizagapatam it is stated that "claim for the loss should of course be made against the B. I. S. A. Company as the loss appears to have

Recd C. 2081
27-20

71574/19

been due to carelessness of its servants"
In reply to this the Executive Engineer
submitted a certificate of loss signed
by the Commander of the Steamer
"Chundara" by which the iron work
have been conveyed, at the same
time stating that as there ~~was~~ ^{were} no witnesses
to prove carelessness on the part of the
Company's servants he had refrained
from lodging any claim as he considered
it would be useless under the circum-
stances.

4. I quite agree with the Executive
Engineer and am of opinion that in
the face of the declaration made by
the Commander of the Steamer and
with no witnesses to prove carelessness
it would be absolutely useless to make
any claim against the company and
that if the sum of Rs 196 being the
value of the lost pieces has been deducted
it should be refunded.

5. I am supported in this opinion
by a letter no 363 dated 8th Nov/87

to Executive Engineer Vizagapatam
from the Port Officer Bimlipatam⁹
in which he writes "The landing of
the iron work was a very hard and
risky task and most of the boats
have sustained very serious damage"
he also encloses a certificate
from the Commander and says "You
will then see that it is considered
as an accident of the sea and I
have my doubts about the company
being responsible for the loss".

I have the honor to be
Sir,

Yours most Obedt Servant

J. W. Campbell Esq
Superintending Engineer
1st Circle

14/11/86
JK



No. 3900C of 2nd Sept. 1889

To C

Can you please state the circumstances in which the deduction was made.

CHIEF STORE
30.9.89
P. W.
GOVERNMENT

With G.O. 1699W of 27-6-89 in original

No. 1406 of 1 October 1889

To W.

From the accounts I observe that the deduction in question was made in the civil department, and shown in the civil exchange accounts for May 1889. I think that the Accountant General Madras will be in a position to furnish the information required by you.

for C.

2932
of 11 October 1889
Referred to the
Act. Genl. for report
Subordinate
Chief Supt.

FROM

Major D. McNeil Campbell M.E.
SUPERINTENDING ENGINEER

FIRST CIRCLE.

THE CHIEF ENGINEER

FOR IRRIGATION.

DATED 20th
DESPATCHED 21. } August 1889
RECEIVED 30.9.89

P. W. Dept.
To be returned with
reply.

NO. 2064A

ENCLOSURES 4 5

SUBJECT.

Lost pieces of Iron under
bridges on Pottinghi Marapet
Road - Stating that it
would be useless to lodge
any claim against the
B.I.S. Co. Company for the
19th P

No. 4483 of 5 October 1889

Reference to the
Financial Department.

P. W. Dept.
Lt. Col. M.E.
Sgt. J. S. S. to Govt.
P. W. D.

Endorsement

17 of
Vijayapatam De Office

No. 909.
From

Camp Itikavala 26th July 89

The Executive Engineer
Vijayapatam Division

The Superintending Engineer
1st Circle

Sir,

In returning the enclosures received with your endorsement No. 14982 dated 10th July 89, I have the honor to state that until the receipt of the papers I was not aware that any deduction had been made on account of the lost pieces of iron work.

In connection with this subject I beg to refer to this office letter No. 2110 dated 19th March 88 in which I expressed the opinion that it would be useless to lodge any claim against the British India Company.

I have the honor
S. J. C. J. S. S.
Enc. M.E.

(True copy)

J. S. S. Major D. McNeil Campbell
Supt. Engineer 1st Circle



All communications
to be addressed
to the Inspector
General of Military
Works.

No. 529 A.

Military Works Department,

Simla, February 6th 1890

From

The Inspector General of Military Works,

To

The

Secretary to the
Government of Madras,
Public Works Department.

Sir,

I have the honor to request
that you will be good enough to
discontinue sending correspondence direct
to me in Calcutta.

2. My office is permanently located
in Simla, and all official letters
should be addressed to that station.

I have the honor to be,

Sir

Your most obed^t servant,

Howard Major
For Inspector General of m^{il} W

