M.R.O. 14—13,000—27-9-24.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 317	Press ~~Mis~~
308-309	
Dated 22-2-1884	

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 22nd February 1864.

No. 308. Read the following letter from Messrs. WALKER & Co., to the Honorable A. J. ARBUTHNOT, Chief Secretary to Government, Fort Saint George, dated Madras, 19th February 1864 :—

SIR,

1. We have the honor to request you will be good enough to submit the enclosed correspondence, with the following remarks for the consideration of His Excellency the Governor in Council.

2. On the 21st January, the Ship "Canning" from London arrived in these roads with a miscellaneous cargo, destined for Madras. She began and continued discharging until about the 9th instant, when notwithstanding there still remained some 300 Tons to deliver, her Agents, regardless of the interests of the Consignees of cargo, deeming it advisable for the ship's benefit that she should hasten to Pondicherry, for cargo, and to save the vessel the expense of taking in ballast, applied to the Acting Collector of Sea Customs to allow the Ship a port clearance with the 300 Tons still on Board. A port clearance was granted and the ship left our roads.

3. We submit that such a proceeding was quite unjustifiable, highly prejudicial to Consignees of cargo, and inconsistent with a reasonable construction of Clause XLIX, Act VI, 1863, and must entail considerable loss and inconvenience to Importers of cargo, if the Collector of Customs is permitted to exercise his own discretion, and allow the Agents of a vessel to get a port clearance before the Captain has fulfilled his obligations and liabilities as per Manifest and Bills of Lading.

4. The enclosed correspondence will furnish all the facts of the case. In reply to our letter to the Acting Collector, marked A, and requesting some explanation why the "Canning" was permitted to proceed to sea with so large a portion of her cargo undelivered, the Acting Collector sent us letter marked B, enclosing at same time copy of letter to him (marked C) from Messrs. Arbuthnot & Co., the Agents of the ship. Messrs. Arbuthnot & Co.'s letter speaks for itself. They confess that it would be very desirable for the ship to take on the 300 Tons cargo she had on board undelivered, as ballast, and request the Collector to grant her a port clearance, adding "We shall make our private arrangements with the Consignees of cargo "in respect to re-imbursing them for its full cost, in the event of any accident befalling the ship." That the Collector in the exercise of his official capacity, should have taken upon himself to deal with our property, without our concurrence, by granting Messrs. Arbuthnot & Co.'s request, solely for the benefit of the ship, we deem highly reprehensible. If such course of procedure be permitted, it would appear that Consignees of cargo are entirely at the mercy of ship masters, who may evade their obligations to an indefinite period to suit their interests.

5. In Messrs. Arbuthnot & Co.'s letter to the Collector of Sea Customs (marked C), they give their assurance "to re-imburse full cost in the event of any accident befalling the ship;" but this is inconsistent with a letter we have received from them in which they distinctly disclaim any responsibility, as they remark "Your recourse in event of your being damnified by the "Captain's act is against himself—an Agent (as you probably are aware) is not responsible." Thus by the goods being carried on we are told we are unprotected (the Policy of Insurance which covered them till their arrival in the roads having expired), and should the vessel become a wreck, if Messrs. Arbuthnot & Co.'s position is correct, we have no one to claim against save the Captain and owners, and consequently be compelled to seek redress in another country. We mention this to show how prejudicial such conduct must be to Consignees of cargo. But the broad principle which we contend for is, that the ship should give a satisfactory account of her cargo according to Manifest before clearance is granted. The fact of goods being retained on board for ballast and taken to another port, cannot possibly be considered satisfactorily accounting for them.

6. With reference to the Acting Collector's query as to why we did not object during the two days the vessel remained in the roads after clearing, we cannot see how that circumstance will bear upon the fact of his having, as we submit, improperly *granted* [illegible] may state that we were *not* aware of the ship having cleared until the [illegible] instant—no intima-

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6. With reference to the Acting Collector's query as to why we did not object during the two days the vessel remained in the roads after clearing, we cannot see how that circumstance will bear upon the fact of his having, as we submit, improperly *granted* the clearance. We may state that we were *not* aware of the ship having cleared until the [illegible] instant—no intima-

tion having been given to us by Messrs. Arbuthnot & Co. of their intention, and we could not anticipate that the Acting Collector could allow a ship to clear out with 300 Tons of cargo on board.

ENCLOSURES.

MARKED A. Copy of our letter to Acting Collector of Sea Customs.
" B. " Acting Collector of Sea Customs in reply to ours marked A.
" C. " letter from Messrs. Arbuthnot & Co. to Acting Collector Sea Customs.

No. 309. ORDER THEREON, 22nd February 1864, No. 317.

Forwarded to the Board of Revenue for report.

(True Extract.)

(Signed) J. D. SIM,
Secretary to Government.

To the Board of Revenue.

Exd. T. Dunn.

No. 317.

Forwarded to the Bd of Rev for report.

I. D. Lewis

Front St George 22d Feby 64.

14 Copies Letter Bd of Rev Copy 24 Feby 64 with 3 Rejd Entries 22 Feby

No. 308 & 309

Revenue 1864 - Dept.
Pro: of Govt Feby
No. 471

From Messrs Walker & Co - -

Dated 19th Feby 1864
Received 22d Feby
E-1.

Bd Board of Revenue 24 March 64, C No. 709 Ent

Complaining that the Collector of Madras has granted a Coast Clearance for the Ship "Cannin" while she had 300 tons of Cargo still to deliver to Consignees of Cargo -

No 317 - 22d Feby

Walter & Co

Exd. T. Dunn.