M.R.O. 1—77,006—8-6-31.

(1) Number of pages _____

(2) Date of repair _____

(3) Initials of the Referencer _____

# MADRAS RECORD OFFICE.

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## Government of Madras.

Revenue **DEPARTMENT.**

| G.O. No. | 1423 | Press ~~Mis.~~ |
|---|---|---|
| Dated | 26-9-1881. | |

***Not to be folded or roughly handled***

GOVERNMENT OF MADRAS.

## REVENUE DEPARTMENT.

26th September 1881, No. 1,423.

READ THE FOLLOWING PAPERS:—

No. 332. From J. H. TAYLOR, Esq., Lieutenant, R.N.R., Master Attendant, Administrative Department, Madras, to the Officiating Secretary to Government, Revenue Department, dated 28th May 1881, No. 5,776.

I HAVE the honor to acknowledge the receipt of the Proceedings of Government, Revenue Department, No. 964, dated 21st instant, and to state that the shipment of the consignment of Chinchona bark per S.S. *El Dorado* was reported in this Office letter, No. 494, dated January 21st last, recorded in G.O., Revenue, No. 185, dated 26th idem. There is no mention made therein of the amount of freight payable, but it is simply said that freight is payable in London £ (3)* three per ton. The policies of insurance relating to the above consignment were forwarded to Government with my letter above quoted.

* Copies of Bills of Lading enclosed.
Measurements as taken here—

| | | Tons. | Ft. | In. |
|---|---|---|---|---|
| *El Dorado* ... ... | | 223 | 2 | 686 |
| *Manora* ... ... | | 46 | 21 | 32 |

2. As regards the Chinchona bark shipped by the *Manora*, a reference to my letter, No. 1,985, dated 1st March last, recorded in G.O., Revenue, No. 416, dated 8th idem, will show that as in the case of the other vessel, the rate of freight payable, viz., £ (3) three is given, but that nothing is mentioned as to the amount of freight due. The policies of insurance were also sent with the same letter.

3. I am therefore unable to explain the apparent discrepancies pointed out in paragraph 4 of the Secretary of State's despatch, communicated in the Proceedings under acknowledgment.

ENCLOSURE.—Bill of Lading for 1,465 Bales of Chinchona Bark per S. S. *El Dorado*.

No. 333. From T. E. MARSHALL, Esq., Acting Master Attendant, Administrative Department, Madras, to the Officiating Secretary to Government, Revenue Department, dated 26th July 1881, No. 6,720.

I HAVE the honor to acknowledge the receipt of the Proceedings of Government marginally noted, relative to a consignment of 305 bales of Chinchona bark per S.S. *Manora* to the consignment of the Secretary of State for India, and while explaining that the letter of advice regarding the freight payable thereon did not emanate from this department, to furnish the measurements of the bales taken by the Second Assistant Master Attendant prior to the shipment, which, it will be observed, shows an aggregate tonnage of 46 tons, 21 feet, 32 inches, which, at the rate of (3) three £ per ton of 50 cubic feet, gives the total amount of freight payable on the consignment as £ (139-5-2) one hundred and thirty-nine, shillings five, and pence two, and not £ (182-11-3) one hundred and eighty-two, shillings eleven, and pence three, as paid by the Secretary of State for India.

No. 1,102, dated July 21st, 1881.

ENCLOSURE.—Measurements of 305 Bales of Chinchona Bark shipped per S.S. *Manora*.

No. 334. From T. E. MARSHALL, Esq., Acting Master Attendant, Administrative Department, Madras, to the Secretary to Government, Revenue Department, dated 27th July 1881, No. 6,751.

I HAVE the honor to acknowledge the receipt of Official Memorandum, Revenue Department, No. 271, dated 23rd instant, and to report that I placed myself in communication with Messrs. Arbuthnot and Co., who granted the insurance policy therewith forwarded, in view to ascertain whether it covered the risk of conveyance from the ship to the warehouse. They state, in reply, that the policy in question

did not cover the risk of conveyance out of ship to inside the warehouse at the port of landing. The risk covered by a Marine insurance policy ceases when the goods are delivered *ex*-ship at the customary wharfs and quays; or, in other words, it is from shore to shore. The enclosure is herewith returned.

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ENCLOSURE.—Policy of Insurance No. 1,924, for 1,465 Bales of Chinchona Bark per S.S. *El Dorado*.

---

No. 335. From ERNEST BARCLAY, Esq., Government Solicitor, Madras, to the Secretary to Government, Revenue Department, dated 15th August 1881, No. 342.

I BEG to acknowledge receipt of your Official Memorandum of the 10th instant, No. 291, with its enclosures.

2. The policy of insurance forwarded to me is, I believe, in the usual form, at any rate so far as regards the question upon which my opinion is requested. The policy provides that the risk shall continue until the ship shall be arrived at London and until the goods shall be there safely discharged and landed. As the policy protects the goods till landed, the underwriter is liable though the loss happen after a transhipment into lighters, such transhipment being in the usual course of the voyage, which course the underwriter is presumed to know. But it is otherwise if the assured sends his own lighter and takes the goods into his own custody.

3. From Messrs. Jenkins and Phillips' letter the bill of lading for the Chinchona by the *El Dorado* provided that the goods were to be delivered overside into Government barges, a matter with which of course the underwriter would not be concerned, and I think therefore that if this course was adopted, one of the exceptions to the usual course mentioned above was made; as, by sending its own barges for the goods, Government took the goods into its own custody.

4. It also appears from Messrs. Jenkins and Phillips' letter that the vessel discharged in the Albert Docks, which I apprehend are within the port of London, and, if so, the vessel completed her voyage in terms of the policy, but that the goods had to be conveyed to Bull wharf, a distance of some 4 or 5 miles. It is not stated why the goods had to be conveyed to Bull wharf; but if that was done for the convenience, or at the instance of Government, I think such transit would not be within the usual course of the voyage, which, as above pointed out, the underwriter is presumed to know. Of course it is possible that the conveyance of the goods to Bull wharf was in the ordinary course, but there is nothing to show that it was; and, considering the distance the goods had to be conveyed in barges, I should hardly think it likely that such was the case.

5. On the whole therefore I am of opinion that in this case the policy did not cover the risk of the goods from the time that they left the ship until they were warehoused. The policy was large enough to cover that risk in the ordinary course, but for the reasons above pointed out the risk ceased when the goods left the ship.

6. I return the enclosures which accompanied your official memorandum.

---

No. 336. From J. H. TAYLOR, Esq., Lieutenant, R.N.R., Master Attendant, Administrative Department, Madras, to the Secretary to Government, Revenue Department, dated 13th September 1881, No. 8,060.

I HAVE the honor to acknowledge the receipt of Official Memorandum, No. 324, dated September 8th, 1881, and regret to state that the name of the vessel was erroneously copied in the bill of lading as "*Madura*" instead of "*Manora*." The date, however, was given as entered in the copy received from the agents, viz., 5th February, which is an error, as the vessel left on the 24th. I now forward that document itself.



2. Referring to paragraph 2, I beg to state that the measurements of the 31 bales were taken by the Second Assistant Master Attendant himself, and are correct. If, on the average of those measurements, the measurement of the remaining 274 bales is calculated, it will correctly represent the average measurement of the same, which may safely be adopted in the absence of actual measurements.

3. As regards the 1,465 bales shipped per S.S. "*El Dorado*," the measurements of 80 bales were taken as per accompanying list, and on the average obtained thereon, the total measurement of 223 tons, 2 feet, 686 inches was calculated.

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ENCLOSURE No. 1.

MEASUREMENTS of 1,468 Bales Chinchona shipped per S.S. *El Dorado*.

| — | Length. | Breadth. | Depth. | — | — | Length. | Breadth. | Depth. | — |
|---|---|---|---|---|---|---|---|---|---|
| | FT. IN. | FT. IN. | FT. IN. | | | FT. IN. | FT. IN. | FT. IN. | |
| 1 .. .. | 2 0 | 1 9 | 1 11 | 11,592 | 43 .. | 2 2 | 2 0 | 1 8 | 12,480 |
| 2 .. .. | 2 1 | 2 0 | 1 8 | 12,000 | 44 .. | 2 0 | 2 0 | 1 9 | 12,096 |
| 3 .. .. | 2 1 | 1 11 | 1 8 | 11,500 | 45 .. | 2 4 | 2 1 | 1 7 | 13,300 |
| 4 .. .. | 2 4 | 2 0 | 1 7 | 12,768 | 46 .. | 2 0 | 1 11 | 1 11 | 12,696 |
| 5 .. .. | 2 3 | 2 2 | 1 8 | 14,040 | 47 .. | 2 4 | 2 2 | 1 8 | 14,560 |
| 6 .. .. | 2 1 | 2 0 | 1 9 | 12,600 | 48 .. | 2 4 | 2 0 | 1 10 | 14,784 |
| 7 .. .. | 2 2 | 2 1 | 1 7 | 12,350 | 49 .. | 2 4 | 2 1 | 1 8 | 14,000 |
| 8 .. .. | 2 5 | 2 2 | 1 9 | 15,834 | 50 .. | 2 2 | 2 0 | 1 8 | 12,480 |
| 9 .. .. | 2 4 | 2 2 | 1 7 | 13,832 | 51 .. | 2 2 | 2 0 | 1 8 | 12,480 |
| 10 .. .. | 2 4 | 2 2 | 1 9 | 15,288 | 52 .. | 2 5 | 2 0 | 1 9 | 14,616 |
| 11 .. .. | 2 3 | 2 1 | 1 7 | 12,825 | 53 .. | 2 5 | 2 2 | 1 7 | 14,326 |
| 12 .. .. | 2 1 | 2 1 | 1 9 | 13,125 | 54 .. | 2 4 | 2 1 | 1 8 | 14,000 |
| 13 .. .. | 2 7 | 2 2 | 1 6 | 14,508 | 55 .. | 2 5 | 2 0 | 1 8 | 13,920 |
| 14 .. .. | 2 3 | 2 2 | 1 7 | 13,338 | 56 .. | 2 3 | 2 2 | 1 7 | 13,338 |
| 15 .. .. | 2 2 | 2 1 | 1 8 | 13,000 | 57 .. | 2 2 | 2 1 | 1 7 | 12,350 |
| 16 .. .. | 2 5 | 2 2 | 1 8 | 15,080 | 58 .. | 2 5 | 2 2 | 1 8 | 15,080 |
| 17 .. .. | 2 5 | 2 1 | 1 8 | 14,500 | 59 .. | 2 4 | 2 0 | 1 8 | 13,440 |
| 18 .. .. | 2 2 | 2 0 | 1 9 | 13,104 | 60 .. | 2 3 | 2 0 | 1 7 | 12,312 |
| 19 .. .. | 2 4 | 2 0 | 1 8 | 13,440 | 61 .. | 2 1 | 2 1 | 1 7 | 11,875 |
| 20 .. .. | 2 1 | 2 0 | 1 8 | 12,000 | 62 .. | 2 2 | 2 0 | 1 9 | 13,104 |
| 21 .. .. | 2 4 | 2 2 | 1 8 | 14,560 | 63 .. | 2 5 | 2 2 | 1 6 | 13,572 |
| 22 .. .. | 2 3 | 2 2 | 1 7 | 13,338 | 64 .. | 2 4 | 2 0 | 1 10 | 14,784 |
| 23 .. .. | 2 4 | 2 2 | 1 6 | 13,104 | 65 .. | 2 0 | 2 0 | 1 8 | 11,520 |
| 24 .. .. | 2 2 | 1 11 | 1 8 | 11,960 | 66 .. | 2 2 | 2 0 | 1 8 | 12,480 |
| 25 .. .. | 2 4 | 2 1 | 1 9 | 14,700 | 67 .. | 2 5 | 1 11 | 1 9 | 14,007 |
| 26 .. .. | 2 2 | 2 2 | 1 7 | 12,844 | 68 .. | 2 3 | 2 2 | 1 7 | 13,338 |
| 27 .. .. | 2 2 | 2 0 | 1 8 | 12,480 | 69 .. | 2 5 | 2 2 | 1 7 | 14,326 |
| 28 .. .. | 2 2 | 2 2 | 1 9 | 14,196 | 70 .. | 2 3 | 2 0 | 1 7 | 12,312 |
| 29 .. .. | 2 3 | 2 2 | 1 8 | 14,040 | 71 .. | 2 2 | 1 11 | 1 9 | 12,558 |
| 30 .. .. | 2 3 | 2 2 | 1 8 | 14,040 | 72 .. | 2 3 | 2 1 | 1 7 | 12,825 |
| 31 .. .. | 2 4 | 2 2 | 1 8 | 14,560 | 73 .. | 2 3 | 1 11 | 1 6 | 11,178 |
| 32 .. .. | 2 3 | 2 0 | 1 8 | 12,960 | 74 .. | 2 0 | 2 0 | 1 7 | 10,944 |
| 33 .. .. | 2 4 | 2 2 | 1 7 | 13,832 | 75 .. | 2 2 | 2 0 | 1 6 | 11,232 |
| 34 .. .. | 2 2 | 2 1 | 1 7 | 12,350 | 76 .. | 2 4 | 2 0 | 1 6 | 12,096 |
| 35 .. .. | 2 3 | 2 1 | 1 8 | 13,500 | 77 .. | 2 3 | 1 11 | 1 6 | 11,178 |
| 36 .. .. | 2 3 | 2 0 | 1 9 | 13,608 | 78 .. | 2 1 | 2 0 | 1 8 | 12,000 |
| 37 .. .. | 2 3 | 2 2 | 1 9 | 14,742 | 79 .. | 2 0 | 1 11 | 1 7 | 10,488 |
| 38 .. .. | 2 3 | 2 1 | 1 7 | 12,825 | 80 .. | 2 2 | 2 0 | 1 7 | 11,856 |
| 39 .. .. | 2 3 | 2 0 | 1 8 | 12,960 | | | | | |
| 40 .. .. | 2 2 | 2 0 | 1 9 | 13,104 | Total .. | .. | .. | .. | 10,52,362 |
| 41 .. .. | 2 2 | 2 1 | 1 8 | 13,000 | | | | | |
| 42 .. .. | 2 2 | 2 0 | 1 9 | 13,104 | | | | | |

80)10,52,362

13,154$\frac{32}{80}$

1,465

65,770
78,924
52,616
13,154

19,270,610
732

1728)19,271,342

60)11,152·686

223-2-686

| | TONS. | FT. | IN. |
|---|---|---|---|
| The total measurement of 1,465 bales— .. .. .. .. .. .. .. | 223 | 2 | 686 |

MADRAS,
24th June 1881.

(Signed) C. H. ROWLAND,
Second Asst. Master Attendant.

ENCLOSURE No. 2.—Bill of Lading for 305 Bales of Chinchona Bark per S.S. *Manora*.

No. 337. ORDER THEREON, 26th September 1881, No. 1,423.

Miscellaneous.

THE Master Attendant will, in future, submit measurements of bales of Chinchona bark consigned to England, and report the amount of freight due on such consignments as well as the nature of the insurance effected in each case.

2. Adverting to the opinion of the Government Solicitor read above, the Master Attendant will also arrange that future Bills of Lading shall provide for delivery in terms of the Policies of Insurance.

3. Ordered that the following letter be despatched to the Secretary of State for India:—

(Here enter No. 12, dated 28th September 1881, Miscellaneous.)

(True Extract.)

(Signed) C. G. MASTER,
Secretary to Government.

To the Master Attendant, Madras.
„ the Conservator of Forests.
„ the Board of Revenue.
„ the Government Solicitor.

Exd. W. H. French.

60 Copies.

6

Original

# Govt. of (1881) Madras.

## REVENUE.

To

THE MASTER ATTENDANT,

*Madras,*

&c., &c., &c.

*Dated September 26th.*

*Printed October 5th.*

*Read.* *Encl.*

*G.O., 26th September 1881, No. 1,423.*

SEPTEMBER.
Nos. 332—337.

SUBJECT.

*Chinchona Bark.*—Passing orders on papers relating to discrepancies in freight of — shipped per *El Dorado* and *Manora*.

**Administrative Department.**

MADRAS,
Marine Office,
28th January 1881.

No. 5776.

Read the following letter
No 332

From

J. H. TAYLOR, Esq., LIEUT., R.N.R.,
*Master Attendant,*
*Administrative Department,*
*Madras,*

To

*The Officiating Chief Secretary to Government,*
*Revenue Marine Department,*
*Fort Saint George.*

SIR,

I have the honor to acknowledge the receipt of the Proceedings of Government, Revenue Department No. 964, dated 21st instant, and to state that the shipment of the consignment of Chinchona Bark per S.S. "Eldorado" was reported in this Office letter No 494 dated January 21st last, recorded in G. O. Revenue No. 185 dated 26th idem. There is no mention made therein of the amount of freight payable, but it is simply said that freight is payable in London at £(3)* three per ton. The Policies of Insurance relating to the above consignment were forwarded

to

* Copies of Bills of Lading enclosed

Movements as taken from Lr.

"El Dorado" Jany 22 . 223 . 2 . 81

"Manora" 46 . 21 .

to Government with my letter above quoted.

2. As regards the Cinchona bark shipped by the "Manora" a reference to my letter № 1985 dated 1st. March last, recorded in G. O. Revenue № 416, dated 8th. idem will show that as in the case of the other vessel, the rate of freight payable viz. ½(3) Three is given, but that nothing is mentioned as to the amount of freight due. The Policies of insurance were also sent with the same letter.

3. I am therefore unable to explain the apparent discrepancies pointed out in para 4 of the Secretary of States' Despatch, communicated in the Proceedings under acknowledgment.

I have the honor to be
Sir.
Your Most Obedient Servant

Master Attendant

C 20-9-81.
R 96-9-81.

Revenue (1881) Department.

From No. 3400.

The Master Attendant,
Administrative Department,
*Madras,*

To 1759

The Chief Secy. to Government,
Revenue Marine Department,
*Fort St. George.*

No. 5776.

Enc 2. 1 Extract Proceedings of Madras Govt dated 28th June 1881

Dated 28
Read 29 June 1881.
Received 1 July

No.

Subject.

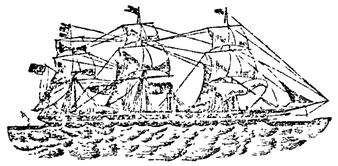
Reporting that the Collector of Chingleput in connection with the shipments of Cinchona per Steamers "Nawna" and "El Dorado" have already been forwarded to Government and enclosing copies of Bills of Lading with reference to freight &c

Ordered that the following letter be despatched to the Secretary of State for India

Ltr 2nd Encl



over



**BINNY AND CO.,**
AGENTS AT
MADRAS.

Right Honorable
retary of State
for India
London

delivered into Government
ich will be sent
on arrival of the
the Victoria Docks

11

## EASTERN TRADE BILL OF LADING INWARD, NO. 4.—VIA "SUEZ CANAL."

Shipped in good order and condition, by the Master Attendant

Steam Ship C.C. Parada whereof is master for this present voyage J. C. Hern on board the lying in the Port of Madras and bound for LONDON, *viâ the Suez Canal*, with liberty to discharge and receive goods and passengers at Port of Call and to take in coal or other necessary supplies at any intermediate port or ports, to sail with or without pilots, and to tow and assist vessels in all situations of distress,

1465 one Thousand four hundred and sixty five Bales
Cinchona Bark

being marked and numbered as per margin; and to be delivered subject to the exceptions and conditions hereinafter mentioned, in the like good order and condition from the ship's tackles (where the ship's responsibility shall cease,) at the aforesaid Port of LONDON, or so near thereunto as she may safely get, unto Orders ..... or to his or their assigns. Freight for the said goods at and after the rate of £3 - - - per ton of 50 C. feet delivered is to be paid subsequent to the landing thereof by cash in London not later than 30 days after the ship's reporting at the Custom House, or upon any earlier day on which a freight release may be required and received by the consignee.

The following are the exceptions and conditions above referred to:—

*Weight, measure, quality, contents, and value unknown.*
The act of God; the queen's enemies; pirates; robbers by land or sea; restraint of princes, rulers or people; loss or damage from machinery, boilers or steam, or from explosion, heat, or fire on board, in hulk or craft, or on shore; jettison; barratry; any act, neglect, or default whatsoever of Pilots, Master, or Crew in the management or navigation of the ship and all and every the dangers and accidents of the seas, rivers, and canal, and of navigation of whatever nature or kind are excepted.
The ship is not liable for insufficient packing, or reasonable wear and tear of packages; for inaccuracies, obliteration or absence of marks, numbers, address or description of goods shipped; leakage; breakage; loss or damage by dust from cooling on the voyage; sweat, rust; decay. Fines and expenses, and losses by detention of ship or cargo, caused by incorrect markings, or by incomplete or incorrect description of contents or vessel, or of any other particulars required by the authorities at the port of discharge, upon either the packages or bills of lading, shall be borne by the owners of the goods.
The steamer, while detained at any port for the purpose of coaling, is at liberty to discharge and receive goods and passengers.
The owners of this Steamer will not be accountable for Gold, Silver, Bullion, Specie, Jewellery, Precious Stones, or Precious Metals, or beyond the amount of ~~Fifty Pounds~~ Pounds for any one Package, unless the Bills of Lading are signed for such goods, and the value declared thereon.
If medicinal fluids, or any other goods of an inflammable, damaging, or dangerous nature are shipped without being previously declared and arranged for, they are liable, upon discovery, to be thrown overboard, and the loss will fall upon the Shippers or Owners of such flammable goods.
One clear working day after the day on which the ship reports at the Custom House, and is docked, is to be allowed for applications for delivery; and if thereafter the goods are not removed without delay the consignee, the master or agent is to be at liberty to land and warehouse the same, or, if necessary, to discharge into hired lighters, at the risk and expense of the owners of the goods.
In case of quarantine, the goods may be discharged into quarantine depôt, hulk, or other vessel, as required for the ship's despatch. Quarantine expenses upon the goods, of whatever nature or kind, shall be borne by the owners of the goods.
In case of the blockade or interdict of the port of discharge, or if the entering of or discharging in the port shall be considered by the master unsafe by reason of war or disturbances, the master may land the goods at the nearest safe and convenient port, at the expense and risk of the owners of the goods; and the ship's responsibility shall cease when the goods are so discharged into proper and safe keeping, the master giving immediate notice of the same to the consignees of the goods, so far as they can be ascertained.
The master or agent shall have a lien on the goods for payments made or liabilities incurred in respect of any charges stipulated herein to be borne by the owners of the goods.

IN WITNESS whereof the master or agents of the said ship has signed two copy, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at Madras on the 19th day of January 1881.

(Signed) Binny & Co
Agents, S. S. C.C. Parada

(True Copy)
Wm Bartlett
1st Asstt Master Attendant
Administrative Department

## Measurements of 305 Bales Cinchona Bark shipped per S.S. "Manora"

110 9

17

| | L. | B. | D. | |
|---|---|---|---|---|
| 1 | 2-6 | 2-0 | 1-7 | 13,680 |
| 2 | 2-6 | 2-2 | 1-5 | 13,260 |
| 3 | 2-4 | 2-1 | 1-6 | 12,600 |
| 4 | 2-6 | 2-0 | 1-6 | 12,960 |
| 5 | 2-5 | 2-2 | 1-5 | 12,818 |
| 6 | 2-3 | 2-0 | 1-8 | 12,960 |
| 7 | 2-5 | 2-3 | 1-6 | 14,094 |
| 8 | 2-1 | 2-1 | 1-9 | 13,125 |
| 9 | 2-5 | 2-0 | 1-7 | 13,224 |
| 10 | 2-5 | 2-2 | 1-5 | 12,818 |
| 11 | 2-2 | 2-0 | 1-7 | 13,104 |
| 12 | 2-5 | 2-2 | 1-5 | 12,818 |
| 13 | 2-4 | 2-3 | 1-6 | 13,608 |
| 14 | 2-4 | 2-3 | 1-6 | 13,608 |
| 15 | 2-4 | 2-3 | 1-6 | 13,608 |
| 16 | 2-5 | 2-0 | 1-6 | 12,528 |
| 17 | 2-4 | 2-4 | 1-5 | 13,328 |
| 18 | 2-6 | 2-0 | 1-6 | 12,960 |
| 19 | 2-5 | 2-2 | 1-5 | 12,818 |
| 20 | 2-5 | 2-2 | 1-6 | 13572 |
| 21 | 2-6 | 2-0 | 1-8 | 11,400 |
| 22 | 2-4 | 2-4 | 1-6 | 14,112 |
| 23 | 2-6 | 2-2 | 1-3 | 11,700 |
| 24 | 2-3 | 2-1 | 1-6 | 12,150 |
| 25 | 2-6 | 2-0 | 1-8 | 14,400 |
| 26 | 2-4 | 2-0 | 1-6 | 12,096 |
| 27 | 2-4 | 2-0 | 1-7 | 12,768 |
| 28 | 2-4 | 2-0 | 1-8 | 13,440 |
| 29 | 2-4 | 2-0 | 1-8 | 13,440 |
| 30 | 2-3 | 2-3 | 1-6 | 13,122 |
| 31 | 2-5 | 2-0 | 1-6 | 12528 |
| | | | 31 | 407,647 |
| | | | | 13149 28/31 |

over

13,149
305
65,745
394,470
4,0,10,4,4,5
275
1728) 4010720
50) 2321-32
Tons 46-21-32

Total Measurement of 305 Bales: Tons 46-21-32

Madras
24th June 1881

(Signed) C. H. Rowland
2nd Asst. Master Attendant.

(True copy)

Acting Master Attendant
Administration Department

Rec'd 3898 28.

Administrative Department.

MADRAS,
Marine Office,
24 July 1881.

No. 620.

From
THE MASTER ATTENDANT,
ADMINISTRATIVE DEPARTMENT,
MADRAS,

To The officiating Secretary to Government,
Revenue Department,
Chingleput

SIR,

I have the honor to acknowledge the receipt of the Proceedings of Government, marginally noted, relative to a consignment of 305 Bales of Cinchona bark per S.S. "Manora" to the consignment of the Secretary of State for India, and while explaining that the letter of advice regarding the freight payable thereon did not emanate from this Department, to furnish the measurement of the bales taken by the Second Assistant Master Attendant prior to the shipment, which, it will be observed, shows an aggregate Tonnage of 46-21-32, which at the rate of (3) Three £ per ton of 50 cubic feet, gives the total amount of freight payable

Proceedings No. 1102, dated July 21st 1881.

payable on the consignment as £(139-3-2)
One hundred and thirty nine, shillings
five, and pence two, and not £(152-11-3)
One hundred and eighty two, shillings eleven,
and pence three, as paid by the Secretary
of State for India.

I have the honor to be
Sir,
Your Most Obedient Servant

Acting Master Attendant
Administrative Department.

Po 21-7-81 Nos 261-262

Revenue (188/) Department.

No 3898.

From

The Master Attendant,

Administrative Department,

*Madras.*

To

The ~~Chief~~ Secy. to Government,

Revenue ~~Marine~~ Department,

*Fort Saint George.*

No. 6720.

Rec'd.

Dated 26
Acknd 27
Received 30 July 188/.

No.

*Subject.*

Forwarding copy of Memorandum of 305 Bales of Cinchona shipped per S.S. "Manora" and pointing out that the freight paid by the Secretary of State is in excess of the amount actually payable.

23-9-81.
28-9-81.

12

No 5420.

Madras 15th August 1881

From

Ernest Veeray
Government Solicitor
Madras.

To

C. G. Master Esqr.
Secretary to Government
Revenue Department
Fort Saint George

Sir,

1. I have to acknowledge receipt of your Official Memorandum of the 10th instant No 291 with its enclosures.

2. The Policy of Insurance forwarded herewith is drawn in the usual form, at any rate so far as regards the question upon which my opinion is requested. The Policy provides that the risk shall continue until the ship shall be arrived at London and until the goods shall be there safely discharged and landed. As the Policy protects the goods till landed, the underwriters are liable though the loss happen after a trans-shipment into lighters, such trans-shipment being in the usual course of the voyage, which cause the underwriter is presumed to know. But it is otherwise if the assured sends his own lighter and takes the goods into his own custody.

3. From Messrs Jenkins and Phillips letter, the Bill of Lading for the Cinchona by the "El Dorado" provided that the goods were to be delivered alongside into Government barges, a matter with which the underwriters would not be concerned, and I think therefore

Therefore that of this course was adopted, one of the exceptions to the usual course mentioned above was made; as, by sending its own barges for the goods, Government took the goods into its own custody.

4. It also appears from Messrs Jenkins and Phillips letter that the vessel discharged in the Albert Docks, which I apprehend are within the port of London, and, if so, the vessel completed her voyage in terms of the Policy, but that the goods had to be conveyed to Bull Wharf, a distance of some 4 or 5 miles. It is not stated why the goods had to be conveyed to Bull Wharf, but if that was done for the convenience or at the instance of Government, which such transit would not be within the usual course of the voyage; which, as above pointed out, the underwriter is presumed to know. Of course it is possible that the conveyance of the goods to Bull Wharf was in the ordinary course, but there is nothing to show that it was and, considering the distance the goods had to be conveyed in barges, I should hardly think it likely that such was the case.

5. On the whole therefore I am of opinion that in this case the Policy did not cover the risk of the goods from the time that they left the ship until they were warehoused. The Policy was large enough to cover that risk in the ordinary course, but for the reasons above pointed out the risk ceased when the goods left the ship.

6. I return the enclosures which accompanied

your

your official Memorandum and

I am, &c.

Your Account Servant

Ernest Bardsley

Government Solicitor

Rec'd (1871) Septr 1st

No. 4249.

From The Government Agent
Madras

To
The Secretary to Government
Revenue Department
Calcutta

No 542

Dated 15th
Rec'd 19th } August 1871

Enclosures 2 Nos

Copy of Policy of Insurance for goods
shipped per S.S. "El Dorado"

C 20/27-81.
P 26/9-81.

Revenue (1881) Department.

No. 3899.

From

The Master Attendant,
Administrative Department,
*Madras.*

To

The ~~Chief~~ Secy. to Government,
Revenue ~~Marine~~ Department,
*Fort Saint George.*

Rec'd

No. 6751.

Dated 27 Sept — 1881.
Received

No. 4-2

*Subject.*

Stating that the risk Covered by the accompanying Marine Insurance Policy is only from shore to Shore.

Both

20-9-81.
26-9-81.

**Administrative Department.**

60 27 14

Madras,
Marine Office,
13th September 1881.

No. 8060

From

The Master Attendant,
Administrative Department,
Madras,

To

C. G. Master Esqre
Secretary to Government
Revenue Department

Sir,

I have the honor to acknowledge the receipt of official Memorandum № 324, dated 8th September 1881, and regret to state that the name of the vessel was erroneously copied in the Bill of Lading as "Madura" instead of "Manora". The date, however, was given as entered in the copy received from the Agents, Viz 5th February, which is an error, as the vessel left on the 24th. I now forward that document itself.

2. Referring to para 2, I beg to state that the measurements of the 31 bales were taken by the 2nd assistant Master Attendant himself, and are correct. If, on the average of those measurements, the measurement of the remaining 24 bales is calculated, it will correctly represent the average measurement of the same, which may safely be adopted in the absence of actual measurements.

3. As regards the 465 bales shipped per S.S. "Eldorado"

the

the measurements of 80 bales were taken as per accompanying list, and on the average obtained thereon, the total measurement of 223 Tons 12 cubic inches 686 was calculated.

I have the honor to be

Sir,

Your Most Obedient Servant.

J.W. Taylor
Master Attendant
Administrative Department.

Administrative Department.

No. 6751.

Madras Marine Office
27th July 1881

From

The Acting Master Attendant
Administrative Department
Madras

To

The Secretary to Government
Revenue Department
Fort Saint George

Sir

I have the honor to acknowledge the receipt of official Memorandum, Revenue Department No. 2701 dated 23 instant, and to report that I waited myself in communication with Messrs. Arbuthnot and Co, who granted the Insurance Policy therewith forwarded, in view to ascertain whether it covered the risk of conveyance from the ship to the warehouse. They state, in reply, that the Policy in question did not cover the risk of conveyance out of ship to inside the warehouse at the port of landing. The risk covered by a Marine Insurance policy ceases when the goods are delivered ex ship at the customary wharfs and quays, or in other words it is from shore

shore to shore. The enclosure is herewith returned.

I have the honor to be

Sir

your most Obedt Servant

Ag. Master Attendant

Administrative Department.

Revenue (188/) Department.

No 4935.

From

The Master Attendant,

Administrative Department,

*Madras.*

To

The ~~Chief~~ Secy. to Government,

Revenue ~~Marine~~ Department,

*Fort Saint George.*

No. 8060.

Dated 13th September 1881.

Received 15 Rec'd. 2.

No.

Subject.

Forwards the Agents' copy of Bill of Lading for Cinchona shipped per S.S. "Eldorado" reports that the measurements may be accepted as correct having been taken by the 2d Asstt. Master Attendant personally and encloses a list of the measurements of the consignment by S.S. "Eldorado."

Measurements of 11,68 Bales Cinchona Shipped per S. S. "Eldorado" 13/16

| | ft | Inch | ft | Inch | |
|---|---|---|---|---|---|
| 1 | 2 | 4 | 1 | 9 | 1 11 | 11,592 |
| 2 | 2 | 1 | 2 | 0 | 1 8 | 12,000 |
| 3 | 2 | 1 | 1 | 11 | 1 8 | 11,500 |
| 4 | 2 | 4 | 2 | 0 | 1 7 | 12,768 |
| 5 | 2 | 3 | 2 | 2 | 1 8 | 14,040 |
| 6 | 2 | 1 | 2 | 0 | 1 9 | 12,600 |
| 7 | 2 | 2 | 2 | 1 | 1 7 | 12,350 |
| 8 | 2 | 5 | 2 | 2 | 1 9 | 15,834 |
| 9 | 2 | 4 | 2 | 2 | 1 7 | 13,832 |
| 10 | 2 | 4 | 2 | 2 | 1 9 | 15,288 |
| 11 | 2 | 3 | 2 | 1 | 1 7 | 12,825 |
| 12 | 2 | 1 | 2 | 1 | 1 9 | 13,125 |
| 13 | 2 | 7 | 2 | 2 | 1 6 | 14,508 |
| 14 | 2 | 3 | 2 | 2 | 1 7 | 13,338 |
| 15 | 2 | 2 | 2 | 1 | 1 8 | 13,350 |
| 16 | 2 | 5 | 2 | 2 | 1 8 | 15,280 |
| 17 | 2 | 5 | 2 | 1 | 1 8 | 14,500 |
| 18 | 2 | 2 | 2 | 0 | 1 9 | 13,104 |
| 19 | 2 | 4 | 2 | 0 | 1 8 | 13,440 |
| 20 | 2 | 1 | 2 | 0 | 1 8 | 12,000 |
| 21 | 2 | 4 | 2 | 2 | 1 8 | 14,560 |
| 22 | 2 | 3 | 2 | 2 | 1 7 | 13,338 |
| 23 | 2 | 4 | 2 | 2 | 1 6 | 13,104 |
| 24 | 2 | 2 | 1 | 11 | 1 8 | 11,960 |
| 25 | 2 | 4 | 2 | 1 | 1 8 | 14,700 |
| 26 | 2 | 2 | 2 | 2 | 1 7 | 12,844 |
| 27 | 2 | 2 | 2 | 0 | 1 8 | 12,480 |
| 28 | 2 | 2 | 2 | 2 | 1 9 | 14,196 |
| 29 | 2 | 3 | 2 | 2 | 1 8 | 14,040 |
| 30 | 2 | 3 | 2 | 2 | 1 8 | 14,040 |
| 31 | 2 | 4 | 2 | 2 | 1 8 | 14,560 |
| 32 | 2 | 3 | 2 | 0 | 1 8 | 12,960 |
| | | | | | | 1,29,406 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 33 | 2 | 4 | 2 | 2 | 1 | 7 | 13,832 |
| 34 | 2 | 2 | 2 | 1 | 1 | 7 | 12,350 |
| 35 | 2 | 3 | 2 | 1 | 1 | 8 | 13,500 |
| 36 | 2 | 3 | 2 | " | 1 | 9 | 13,608 |
| 37 | 2 | 3 | 2 | 2 | 1 | 9 | 14,742 |
| 38 | 2 | 3 | 2 | 1 | 1 | 7 | 12,825 |
| 39 | 2 | 3 | 2 | " | 1 | 8 | 12,960 |
| 40 | 2 | 2 | 2 | " | 1 | 9 | 13,104 |
| 41 | 2 | 2 | 2 | 1 | 1 | 8 | 13,000 |
| 42 | 2 | 2 | 2 | " | 1 | 9 | 13,104 |
| 43 | 2 | 2 | 2 | " | 1 | 8 | 12,480 |
| 44 | 2 | " | 2 | " | 1 | 9 | 12,096 |
| 45 | 2 | 4 | 2 | 1 | 1 | 7 | 13,300 |
| 46 | 2 | " | 1 | 11 | 1 | 11 | 12,696 |
| 47 | 2 | 4 | 2 | 2 | 1 | 8 | 14,560 |
| 48 | 2 | 4 | 2 | " | 1 | 10 | 14,781 |
| 49 | 2 | 4 | 2 | 1 | 1 | 8 | 14,000 |
| 50 | 2 | 2 | 2 | " | 1 | 8 | 12,480 |
| 51 | 2 | 2 | 2 | " | 1 | 8 | 12,480 |
| 52 | 2 | 5 | 2 | " | 1 | 9 | 14,616 |
| 53 | 2 | 5 | 2 | 2 | 1 | 9 | 14,326 |
| 54 | 2 | 4 | 2 | 1 | 1 | 8 | 14,000 |
| 55 | 2 | 5 | 2 | " | 1 | 8 | 13,420 |
| 56 | 2 | 3 | 2 | 2 | 1 | 9 | 13,338 |
| 57 | 2 | 2 | 2 | 1 | 1 | 7 | 12,350 |
| 58 | 2 | 5 | 2 | 2 | 1 | 8 | 15,080 |
| 59 | 2 | 4 | 2 | " | 1 | 8 | 13,440 |
| 60 | 2 | 3 | 2 | " | 1 | 7 | 12,312 |
| 61 | 2 | 1 | 2 | 1 | 1 | 7 | 11,875 |
| 62 | 2 | 2 | 2 | " | 1 | 7 | 13,104 |
| 63 | 2 | 5 | 2 | 2 | 1 | 6 | 13,572 |
| 64 | 2 | 4 | 2 | " | 1 | 10 | 14784 |
| | | | | | | | 4,28618 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 65 | 2 | " | 2 | " | 1 | 8 | 11,520 |
| 66 | 2 | 2 | 2 | " | 1 | 8 | 12480 |
| 67 | 2 | 5 | 1 | 11 | 1 | 7 | 11,007 |
| 68 | 2 | 3 | 2 | 2 | 1 | 7 | 13338 |
| 69 | 2 | 5 | 2 | 2 | 1 | 7 | 11,326 |
| 70 | 2 | 3 | 2 | " | 1 | 7 | 12,312 |
| 71 | 2 | 2 | 1 | 11 | 1 | 9 | 12,558 |
| 72 | 2 | 3 | 2 | 1 | 1 | 9 | 12,825 |
| 73 | 2 | 3 | 1 | 11 | 1 | 6 | 11178 |
| 74 | 2 | " | 2 | " | 1 | 7 | 10,944 |
| 75 | 2 | 2 | 2 | " | 1 | 6 | 11,232 |
| 76 | 2 | 4 | 2 | " | 1 | 6 | 12,096 |
| 77 | 2 | 3 | 1 | 11 | 1 | 6 | 11178 |
| 78 | 2 | 1 | 2 | " | 1 | 8 | 12,000 |
| 79 | 2 | " | 1 | 11 | 1 | 7 | 10,488 |
| 80 | 2 | 2 | 2 | " | 1 | 9 | 11856 |
| | | | | | | | 491,338 |

42,5106
4,28,618
1,94,338
80 10,52,362
13154 1,2/80
11,65

65770
78,924
52,616
13,154
19270,610
732
19271,31,2

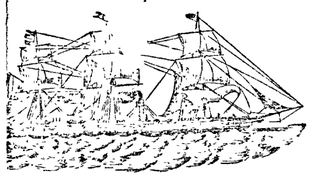
19271,312
80 11152.686
223 2 686

The Total Measurement of 1165 Bales - Tons 223 ft 2 In 686

Madras 21st June 1881

/ Signed / C. Heathcote Rowland
Asstt. Master Attendant

/ True Copy /
W Clayton
Master Attendant
Administration Department



**BINNY AND CO.,**
AGENTS AT
MADRAS.

To
The Right Honorable
The Secretary of State
for India
London

# EASTERN TRADE BILL OF LADING INWARD, NO. 4.—VIA "SUEZ CANAL."

Shipped in good order and condition, by the Master Albuera on board the Steam Ship Manora whereof is master for this present voyage, P. Holmes lying in the Port of Madras and bound for LONDON, *via the Suez Canal*, with liberty to discharge and receive goods and passengers at Gulf of Suez and to take in coal or other necessary supplies at any intermediate port or ports, to sail with or without pilots, and to tow and assist vessels in all situations of distress,

305 Three hundred and five Bales Cutchnea Bark

being marked and numbered as per margin; and to be delivered subject to the exceptions and conditions hereinafter mentioned in the like good order and condition from the ship's tackles (where the ship's responsibility shall cease,) at the aforesaid Port of LONDON, or so near thereunto as she may safely get, unto Order or to his or their assigns. Freight for the said goods at and after the rate of £3 — per ton of 50 Cubic delivered is to be paid subsequent to the landing thereof by cash in London not later than 30 days after the ship's reporting at the Custom House, or upon any earlier day on which a freight release may be required and received by the consignee.

The following are the exceptions and conditions above referred to:—

*Weight, measure, quality, contents, and value unknown.*
*The act of God; the queen's enemies; pirates; robbers by land or sea; restraint of princes, rulers or people; loss or damage from machinery, boilers or steam, or from explosion, heat, or fire on board, in hulk or craft, or on shore; jettison; barratry; any act, neglect, or default whatsoever of Pilots, Master, or Crew in the management or navigation of the ship and all and every the dangers and accidents of the seas, rivers, and canal, and of navigation of whatever nature or kind are excepted.*
*The ship is not liable for insufficient packing, or reasonable wear and tear of packages; for inaccuracies, obliteration or absence of marks, numbers, address or description of goods shipped; leakage; breakage; loss or damage by dust from coaling on the voyage; sweat; rust; decay. Fines and expenses, and losses by detention of ship or cargo, caused by incorrect marking, or by incomplete or incorrect description of contents or weight, or of any other particulars required by the authorities at the port of discharge, upon either the packages or bills of lading, shall be borne by the owners, of the goods.*
*The steamer, while detained at any port for the purpose of coaling, is at liberty to discharge and receive goods and passengers.*
*The owners of the Vessel will not be accountable for Gold, Silver, Bullion, Specie, Jewellery, Precious Stones, or Precious Metals, or beyond the amount of [illegible] Pounds for any one Package, unless the Bills of Lading are signed for such goods, and the value declared therein.*
*If medicinal fluids, or any other goods of an inflammable, damaging, or dangerous nature are shipped without being previously declared and arranged for, they are liable, upon discovery, to be thrown overboard, and the loss will fall upon the Shippers or Owners of such fluids or goods.*
*One clear working day after the day on which the ship reports at the Custom House, and is docked, is to be allowed for applications for delivery; and if thereafter the goods are not removed without delay the consignee, the master or agent is to be at liberty to land and warehouse the same, or, if necessary, to discharge into hired lighters, at the risk and expense of the owners of the goods.*
*In case of quarantine, the goods may be discharged into quarantine depôt, hulk, or other vessel, as required for the ship's despatch. Quarantine expenses upon the goods, of whatever nature or kind, shall be borne by the owners of the goods*
*In case of the blockade or interdict of the port of discharge, or if the entering of or discharging in the port shall be considered by the master unsafe by reason of war or disturbances, the master may land the goods at the nearest safe and convenient port, at the expenses and risk of the owners of the goods; and the ship's responsibility shall cease when the goods are so discharged into proper and safe keeping, the master giving immediate notice of the same to the consignees of the goods, so far as they can be ascertained.*
*The master or agent shall have a lien on the goods for payments made or liabilities incurred in respect of any charges stipulated herein to be borne by the owners of the goods.*

IN WITNESS whereof the master or agents of the said ship that signed Two Bills of Lading, exclusive of the Master's copy, all of this tenor and date, one of which being accomplished, the others to stand void.

Dated at Madras on the 3 day of February 1881.

Agents, S. S. Manora

To be delivered into Govt. Craft which will be lashed alongside on arrival of the vessel in the Victoria Docks.

BHR

Rev/4935/81.

Revenue Department.

No 1423

PROCEEDINGS OF THE MADRAS GOVERNMENT,

under date the 26th September 1881.

Read the following papers:—

C. Do 3400. 1. Letter from the Master Attendant dated 28th June 1881, Do No 776.

C. Do 3898. 2. Letter from the Same Officer dated 26th July 1881, No 6720.

C. Do 3899. 3. Letter from the Same Officer dated 27th July 1881, No 6757.

C. Do 4270 4. Letter from the Govt Solicitor to Government dated 15th August 1881, No 342;

C. Do 4935 5. Letter from Master Attendant Madras dated 13th Sept 1881 No 8066;

ordered that the following letter be despatched to the Secretary of State for India.

(Here Enter Do 7

12. The Master Attendant will in future submit true measurements of bales of Chinchona bark consigned to England and report the number of

of freight due on such consignments as well as the nature of the insurance effected in each case.

J.W. 1/9/87.

3. Adverting to the opinion of the Government Solicitor read above the Master Attendant will also arrange that future Bills of Lading shall provided for delivery in terms of the Policies of Insurance which cover the risk of conveyance from shore to shore.

Note. Enquiry with reference to the "risk" in the opinion with the Bills of Lading as now in future be prepared, so as the place of risk to shall agree with that endorsed by the Policy.

J.W.

2 The Master Attendant, Launches. /
3 The Conservator of Roads. -
13 The Board of Revenue. /
4 The Govt Solicitor. /
5 Copies to Govt Insurance Offices. /

Sept 7/10/87

Q.Q.

Discrepancies in the amount of freight of certain consignments of Chinchina Bark.

Print
26/9

18-6-87
26-9-87