

Revenue (1920) Department.
(8/1- War)

Ordinary SERIES.

Letter
G.O. No. 258

DATED 13-8-20.

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8

[Despatch Abstract.]

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Letter should be headed with the name of the Estate.
Separate letters should be written regarding separate Estates.

No. P216.

Enc. 10 affidavits enclosures
2. Report.

Respl (war) 23.54

7-8-20

Custodian's
ADMINISTRATOR-GENERAL'S OFFICE,
OFFICIAL TRUSTEE'S

HIGH COURT HOUSE,

Madras, 3 August 19 20.

Estate of --Compensation from Germany.

From

D. Chamier Esq., Bar-at-law,

Ag Custodian of Enemy Property, Madras.



The Secretary to Government,

Revenue (Special) Department,

Stonehousehill, Nilgiris.

Sir,

I have the honor to submit herewith an affidavit filed by Messrs. Shaw Wallace & Co. as the Madras Agents of the Burmah Oil Co., Ltd., preferring a claim for compensation from Germany for damages caused by the bombardment of the German cruiser 'Emden' on the night of the 22nd September 1914.

My enquiry has extended over a considerable time, as the claimants did not put forward the evidence with the necessary details. Their final affidavit was received by this office only on the 28th ultimo.

The claimants are only agents of the Head Office of the Burmah Oil Co., Ltd., and this fact is put forward in explanation of the delay that has occurred in preferring their claim.

I have the honor to be, Sir,

Your most obedient servant,

D Chamier

Ag Custodian.

claimants should have been forwarded to the G.O. 31.7.20 vide p 27 (x11)

In the matter of destruction of the property and effects belonging to the Burma Oil Co., Ltd., at their Madras installation by the bombardment of Madras by the "Emden" in 1914.

And.

In the matter of claim of The Burma Oil Co., Ltd.

I, William Maurice Browning, residing in Anderson Road, Nungumbaukam, Madras, make oath and say as follows:--

1. I am the Manager of Messrs Shaw Wallace & Co., at their office in Madras.
2. My firm of Shaw Wallace & Co., are the agents in Madras of the Burma Oil Co., Ltd.
3. By the bombardment of Madras by the "Emden" in 1914 injury to property and effects belonging to the Burma Oil Co., Ltd., was done and much of the property, has been destroyed. Particulars of destruction to the property belonging to the Burma Oil Co., Ltd., by the Bombardment of Madras are shown in the statements annexed hereto and marked "A", "B" & "C" respectively and they amount to Rs.1,92,018-6-9½.
4. In respect of the cost of replacement of tank of 700000 gallons capacity, I annex a letter containing the estimate by Messrs Massey & Co., Engineers which is marked "D".
5. I pray that the claim of the Burmah Oil Co., Ltd., may be allowed and payment made at an early date.
6. I further say that my firm is in possession of account books which shew in detail the various items appearing in the statements hereto annexed as vouchers in support thereof as far as possible.

Sworn to at Madras, this 1
8th day of July 1920. 1

Sd. M. Browning.

Before me,
Sd. Abdul Rahman, Honorary Magistrate
Saidapet. 8-7-20.

The Burma Oil Co., Ltd.,
Madras, 16th March 1920.

Statement of destruction done to property and Effects belonging to The Burma Oil Co., Ltd., at their Madras Installation by the "Emden's" bombardment of Madras in 1914.

Keresene.

Kerosene.

183851 galls. Victoria Bulk at Rs.3/2/- per unit.	Rs. 71816	12	9
672 ,, ,, Packed at Rs.3/2/- (plus cost of packages)	315	0	0
148186 ,, Goldmohur Bulk at Rs.3/11/6 per unit.	68883	5	4 1/2

Lubricating Oil.

63 casks

as per details attached. 2122 8 0

Sundry Bye-Products.

11 casks - 440 gals. Intermediate oil at -/5/6 per gal.
(as per details attached.) 151 4 0

Replacement Value of Tanks.

No. 2 Tank. 500,000 Gallons.	19647	14	0
No. 3 Tank 700,000 97	26600	0	0
Repairs. (as per details attached). Rs.6081 10 8			
Less sale proceeds of damaged materials 3600 0 0			
	2481	10	8
Total	Rs. 192018	6	9 1/2

M. Browning
Manager Shaw Wallace & Co.,
Agents the Burma Oil Co., Ltd.,
M a d r a s.

The Burma Oil Co., Ltd.,

Madras, 9th April 1919.

VALUE OF LUBRICATION OILS DAMAGED BY GERMAN CRUISER "EMDEN"

IN SEPTEMBER 1914-

1 cask Lubricating oil No.40 @ as.10/- per gallon	Rs. 25	0	0
4 ,, ,, ,, No.40 P.D.as.10/6 ,, ,,	105	0	0
1 ,, ,, ,, No.70 P.D.as.12/6 ,, ,,	31	4	0
10 ,, ,, ,, No.50 as.10/6 ,, ,,	262	8	0
6 ,, ,, ,, No.70 as.12/- ,, ,,	180	0	0
1 ,, ,, ,, No.660L Rs.1/8 ,, ,,	60	0	0
10 ,, ,, ,, No.454 as 12/- ,, ,,	300	0	0
5 ,, ,, ,, No.346 as.13/- ,, ,,	162	8	0
1 ,, ,, ,, No.300 S. Rs.1/12/- ,, ,,	70	0	0
1 ,, ,, ,, No.134 as.10/- ,, ,,	25	0	0
1 ,, ,, ,, No.170 M as.12/6 ,, ,,	31	4	0
1 ,, ,, ,, No.214 as.10/6 ,, ,,	52	8	0

1 cask Lubricating Oil No. ⁵⁵⁰ 210 @ Rs.1/8/- per gallon	Rs. 60	0	0
2 ,, ,, ,, No.120 as.14/- ,, ,,	70	0	0
1 ,, ,, ,, No.100 B as.11/6 ,, ,,	28	12	0
1 ,, ,, ,, No.100 as.13/- ,, ,,	32	8	0
1 ,, ,, ,, No.70 B as.11/- ,, ,,	27	8	0
1 ,, ,, ,, No.90 R as.11/6 X ,, ,,	28	12	0
1 ,, ,, ,, No.100 B. as.12/- ,, ,,	30	0	0
12 ,, ,, ,, No.180 Rs.1/2/- ,, ,,	540	0	0
	Rs. 2122	8	0
Casks Intermediate oil. as.5/6/- ,, ,,	Rs. 151	4	0

Rates including cost of packages.

M. Browning,
Manager Shaw Wallace & Co., Ltd.,
Agent, Burma Oil Co., Ltd. Madras.

The Burma Oil Co., Ltd.,

Madras 9th April 1919.

REPAIRS.

Corrugated iron sheets (5'6" x 2'9" x 20 G)			
Wg: 40 cwts. 58 lbs. 200 sheets Rs.16/- for repairs.	Rs. 648	4	10
Brass Gauge perforated sheet (18' x 3' x 1/16 Mesh)			
97-2/3 sq.ft. 12 as. Ventilators.	73	4	0
Corrugated iron sheets (6' x 3 1/4' x 24 G)			
wg: 16 cwts 75 lbs 100 sheets Rs.12/- for repairs	200	5	4
Corrugated iron sheets (9' x 2 1/4' x 24 G) wg: 48 cwts.			
6 lbs. 24 1/2 bundles Rs.11/- for repairs.	528	8	10
Steel Bar 5/16 52 1/2 lbs. Rs.27/8 cwt.	12	14	3
Bolts & Nuts 7/8" x 1/2" 86" ,, -/4/- as	21	8	0
do 1 1/2" x 5/8" 44 ,, 17/8 cwt.	6	14	0
do 1 1/2" x 5/8" 52 ,, 19/-	8	13	0
Cement 13 barrels 10/-	130	0	0
,, 1 ,, 9/12	9	12	0
Cart hire on above	1	12	0
Iron chatties 6 Rs.1/- for repairs.	6	0	0
Cooly on above	0	2	0
Cost of bombardment albums 12 Rs.2/8 each	30	6	0

Mild steel flat $\frac{3}{4}$ " x $\frac{1}{4}$ " 21 lbs. 2 bars Rs.7/8 cwt. for repairs.	1	6	6
Railway freight 10 wagons Road Metal.	10	9	0
Labour provided for repairs to Tanks, Roofs etc., November	1022	15	4
Speed Regulators 3 Rs.8/- Electric fans.	24	0	0
Cooly hire	0	2	3
Labour provided for repairs to Tanks, Roofs etc. December	1356	8	2
Cement 40 barrels 10/-	400	0	0
Cart hire on above. -/2/- as	5	0	0
Cement 20 Barrels 10/4/-	205	0	0
Cart hire on above -/2/- as .	2	8	0
Wages of coolies for filling sand	78	14	6
Charges for photographing B.O.C. Tanks Etc. and supplying copies.	266	0	0
Granite jelly (with Frt:) 2691 cft. 19/- $\frac{1}{4}$ cwt.	539	1	2
Mild steel plate 10' x 5' - 10 $\frac{1}{4}$ " 4 cwt 501 lbs. 1 plate 8/8 cwt.	37	13	0
,, ,, plate 4' x 5' - 10 $\frac{1}{4}$ " 1cwt 80lbs. 1 plate 10/- cwt.	17	2	0
Rolling 8 iron tank plates and drilling holes charges as per instructions and estimates	287	0	0
Labour provided for work done to Tanks Roofs etc.,	149	8	6
	Rs. 6081	10	8

M. Browning,
Manager, Messrs. Shaw Wallace & Co.
Agent, The Burma Oil Co., Ltd.,
M a d r a s.

MASSEY & COMPANY, LIMITED,

E n g i n e e r s.

Post Box 554. Madras, N.E.,

Date 5th May 1920.

The Burma Oil Co., Ltd.,
C/O Messrs Shaw Wallace & Co.,
M a d r a s .

Dear Sirs,

With reference to your representatives visit to our office and the enclosed invoice and note of ~~xxxx~~ erection costs for the 1,000,000 gallon tank, we estimate the cost of a 700,000 gallon tank, complete erected on site would have been Rs.26600/- (Twenty six thousand six hundred rupees), on the basis of the actual cost of the 1000000 gallon tank installed.

Our fee for this service is Rs.100/- (One hundred rupees), which we should be glad to receive at your convenience.

Sd. Illegible.

Enquiry made by me as Acting Custodian of Enemy Property, Madras, in pursuance of G.O.No.553, Revenue(Special), dated 13th December 1919, on the claim by Messrs. Shaw Wallace & Co., A gents, Burma Oil Co, Ltd., Madras, for compensation from Germany for damages caused by the bombardment of the German Cruiser 'Emden' on the night of the 22nd September 1914.

Messrs. Shaw Wallace & Co., Madras, represent the claimants, the Burma Oil Co., Ltd., and appeared before me to support their claim.

The claim is for compensation for loss suffered by the destruction of 2 oil tanks and loss of kerosine oil stored therein, also for loss of lubricating oil and of sundry bye-products: and for repairs all caused by the bombardment by the Enemy Cruiser 'Emden' on 22nd September 1914.

Schedules setting out the claims under the various heads are attached to the affidavit.

Kerosine: 183,851 gallons. Victoria Bulk:

This quantity is taken from stock books which were checked daily or every two days. It was the practice of the company to prepare stock sheets from the stock books, and these stock sheets were produced before me, and show that the quantity of kerosine oil in the two tanks, all of which was lost, was 183,851 gallons, the amount on which compensation is claimed.

The selling rate at the date is proved to have been Rs.3-2-0 per unit, and this makes the total value of Rs.71,816-12-9, claimed under this head.

In addition to this, 672 gallons were destroyed which were packed and were worth with packages (tins) Rs.315/-

Kerosine 148,186 Gallons Gold Mohur Bulk:

Similar stock sheets were produced.

The selling price at that date was Rs.3-11-6 per unit

and this makes the total value of Rs.68,883-5-4¹/₂ claimed under this head. Details appear in schedule A of the claimants' affidavit.

Lubricating Oils:

The claim for the value of 63 casks and details are given in schedule B to the claimants affidavit. The number, e.g., "No.40"/ etc., entered in the schedule refers to the grade of oil, and the price per gallon is the rate prevailing on that date. The total value of the lubricating oil, including cost of packages at that date was Rs.2,122-8-0, which is claimed under this head.

Sundry By-Products.

The claim is for all 11 casks of intermediate oil which were destroyed. The total value at that date was Rs.151-4-0, which is claimed under this head. Details are given in schedule A of the claimants' affidavit.

Replacement Value of tanks:-

Two tanks were destroyed. The first of these had a capacity of 500,000 gallons. This has been replaced and the new tank is of the same capacity, namely 500,000 gallons. The representative of Messrs.Shaw Wallace & Co., Ltd who are the agents in Madras, of the Burma Oil Co., Ltd., has satisfied me that the actual expenditure which has been incurred in the building of this new tank is Rs.19,647--14--0. This is the amount claimed.

The second tank which was destroyed, had a capacity of 700,000 gallons. This has been replaced by a new tank of a capacity of 1,000,000 gallons. Some difficulty was felt in finding figures in proof of the amount actually lost by the destruction of the tank of 700,000 gallons, and a proportion had to be taken of the cost of the erection of the new tank of a capacity of 1,00,000gallons. Messrs Shaw Wallace & Co., engaged a well-known firm of engineers namely Messrs.Massey & Co., Ltd., Madras, and this firm in a letter dated 5th May of the current year estimated the cost of a 700,000 gallon tank at Rs.26,600/- on the basis of the actual cost of the 1,000,000 gallon tank newly erected. Details are given in schedule A of the claimants' affidavit.

In the result, it is submitted that the value claimed in respect of both of the destroyed tanks may be recommended for acceptance.

Repairs.

The accounts were produced before me of actual expenditure in respect of repairs which were necessitated by the bombardment by the Cruiser 'Emden'. Particulars of these repairs are given in schedule C to the claimants' affidavit. The total amount claimed under this heading is Rs.6,081-10-8, but credit is also given for the sale proceeds of damaged materials, namely Rs.3,600/-. This appears in Schedule A to the claimants' affidavit. In the result, a claim of Rs.2,481-10-8 is made under this heading.

As a result of my enquiry, I have the honour to submit that the amounts mentioned above and summarised in Schedule A to the claimants' affidavit may be recommended for acceptance.

Sd. D.Chamier,
Ag. Custodian of Enemy Property,
M a d r a s.

What check is
 in Indian currency
 one man claims
 by whom + in full
 on whom certificate
 The custodian is + who's signature
 DNR based?

See lay. 11.8
 The Custodian hears
 evidence, and examines claims (see
 G.O. 553, Page 11 (5)) + reports to
 Govt. The report relating to this
 enquiry is at Page 11-14 C.7. DNR 11/87

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	Initials.	Date.
Received in Fair-copying Section.		
Copied	..	
Examined	..	
Signed	..	12-8-20
Despatched	..	

* Keep copy.
[Signature]
 Sp her 11/6
 pp 11-14 CF

Mr Bond

Cps to the Custodian
 Enemy Property,
 Madras

Letter No 258 of 13-8-20
 mis

To

The Secy to the Govt of India
 Department of Commerce
 (with page 2-14 CF in
 original)

Sir,

I am directed to forward in original the report submitted by the Custodian of Enemy Property, Madras in respect of the claim preferred by the Burmah oil Co. ^{which is} represented by Messrs Shaw Wallace & Co, Madras for compensation from Germany on account of the damages caused by the bombardment from the German cruises "Emden". H.E. The Governor-in-Council accepts the recommendation of the Custodian. I am accordingly to commend the claim for the favourable consideration of the Govt of India.

Govt of India
 Secy to Govt
 10.8.20 B.R.R.
 11/8

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 When copied—
 When examined—
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192

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DATED

OVERSIGHT No.

RECEIVED TO G. No.

ORDER OF GOVERNMENT

A A A A A A A

LETTER OF GOVERNMENT

STATEMENT WITH NOTES

PAYMENT NOT FILED BY, BEING MEANT FOR DEPOSIT
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