

1933

1933

3119

KENYA

3119

CO 533/434

INSURANCE OF FREIGHT (K.U.R.)

COMPLAINT AS TO DIFFICULTY IN OBTAINING INFORMATION
REGARDING FIRES IN COTTON.

Previous	198	5/1
	297	10/5
	G.D. 277	12/5
	Treasurer (50)	20/6
	G.D. 277 297	11/1
Kolhapur	Karachi 509	11/9
	Mr. President	13
	Mr. Secretary	12/17
	Mr. Head	14
	2/3	8/2
Mr. President	2/3	5/6
Mr. Head	2/1	7/7
Mr. Head	2/1	
Mr. President	1/1	
198	2/1/1	
297	2/1/1	
Mr. President	3/1/3	
297	10/4	
Mr. President	10/4	
Mr. President	10/4	
Mr. President	25/6	
Mr. Head	26	
11-309		

1. Lloyds. 20th March, 33.

Ask when they may expect to receive the fur. infn. promised in C.O. lr. of the 6.12.32.

? ACK and say Kth 16/3. If so
not yet in a position to indicate his
views - and remain ~~forwar~~
13 i 18226/32

H.S. Pritchard
2/3/33

Lloyd's have been very long-suffering.
part. ? Amplify the above reply by
let it be known through several
the friendly parties or their leaders
that in reply to all previous
enquiries when he can be
expect. / likely
yes.

✓ 1.0. — 2/3/33

W.H. — 2/3/33

2 To Lloyd's (1 amed) —) 11/11/33

3 1.0. — b/w. —) 11/11/33

P.T.O.

To be dealt with
as soon as possible

27th March, 1933

Loyds No 2

~~DESTROYED UNDER STATUTE~~

6 India Office

27th March, 1933

~~DESTROYED UNDER STATUTE~~ Indicates present position regarding request to
India for information

30/1/53

N.C.

H. P. Marshall

31/3/33

atm u

Enclosed is a copy of a communication from Govt. of India giving details of practice followed by the Indian Dept. in respect to giving information regarding freedom cotton while in transit.

In view of this and of H.L. 18226/32 it seems possible now to inform H. P. Marshall with reference to H.L. 18226/32 that after consultation with the H.L. and with the M.R.T. ^{and to} as regards the procedure providing in Railway Administration in this Country and in India it is suggested that the K-V gauge demand administration is justified in respect to this part, without an indemnity, in so much which might be withheld in proceedings against the Administration and a copy should be sent to the H.L. with the suggestion contained in Mr. Roberto Wray's minute of 27/10/32 for the modification of the wording of the present statement from the Indian

H. P. Marshall

Lloyd's

27th March, 1933

Ackgs No. 2

DEstroyed UNDER STATUTE

b India Office

28th March, 1933

DEstroyed UNDER STATUTE of India for information
Indicates present position regarding request to

B.V. 1/5/33

Note¹

H.S. Prasanna

31/3/33

atm u

India Office 1/5/33
Enclose a copy of a communication from Govt. of India giving details of practice followed by the Indian Rly. in respect to giving information regarding freedom cotton while in transit.

? In view of this and of 11 in 18226/32 it seems possible now to inform Houghs with reference to 1 in 18226/32 16th after consultation with the H.C. and with the M.T. ^{adjo.} as regards the practice prevailing in Railway Administration in this country and in India 16/3/33 it is suggested that the K-Vyayak Department Administration is justified in refusing to inspect, without an authority, in formular which might be adopted in proceedings against that Administration — and a copy should be sent to the H.C. with the suggestion contained in Mr. Roberto Wray's minute of 27/10/32 for the modification of the wording of the present standard form of inspection —

on the State Board nothing
any action, apart from, except
nothing, as necessary.

St. Louis
11/5

I still prefer to leave it to
Departments to decide.

52nd meeting. 12.5.33

Copy made
red ~~Department~~
10667/33
action taken on
dict paper

(B)

Q. At some Transport 814 ————— 9. June 33

States form of government as originally drafted was —
why one needs to be Southern by P. C. appears to think
should not the greater freedom of the South and
of the country might be secured

from Q.
Said Transport 814
to the subject, one
Southern, etc.

The Southern 52nd
appears to be strong for us.

It cannot be an advantage if the
H.C. was represented to have too
considerable influence in future,
without training for Lloyd to
take the point

G. M. Government
13/5/33

G. P. Justice

John H.
M.P.T.

OFFICE OF THE HIGH COMMISSIONER FOR
KENYA AND UGANDA

GOVERNMENT HOUSE

NAIROBI.

KENYA.

NO. 74

17 June, 1936.

Sir,

I have the honor to refer to

~~ACG~~ Despatch No. 40 of the 21st May 1936 in which I set out the difficulty now experienced by underwriters in obtaining information regarding fires in cotton carried on this Administration, and to inform you that I am advised by the Legal Adviser of this Administration that while there may not be standard conditions as regards the form of indemnity in case of damage to cotton in the form as originally drafted and used by Messrs. Mackenzie & Sons Ltd., a copy of which is in the possession of the Railway Company, and the right hon. Gentleman has been known of no objection on my part to the insertion in connection with that company of a similar clause in the contract with it.

2. There is no need for me to repeat what I said in my despatch any information which the ~~right hon. Gentleman~~ requested to do so for me in respect of his position to protect himself so far as his right and interests are concerned. It is difficult to establish from what source a claimant would be able to prove that he had suffered loss and it would in some instances be a difficult task to prove that and it is doubtful if any general rule could be laid down to support the contention that the right hon. Gentleman should have this burden placed upon him.

3. With reference to paragraph 1 your despatch

it,

THE RIGHT HONOURABLE

MAJOR SIR PHILIP CUNLIFFE LISTER, M.B.E., A.F.R.C.
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, S.W.1.

it is suggested that if the Committee of Lloyds raise further the question of the indemnity the second condition of the indemnity might be amended to read:

"that they will save and keep the High Commissioner for Transport harmless and indemnified from any claim made against him which is wholly or partly based upon any of the matters communicated to them by the High Commissioner for Transport."

I have the honour to be,

Sir,

Your most obedient, humble servant,

C. O.

3:19/33 Kenya.

Mr. Priestman. /5
Mr. Robt. Wray 2/5
Mr. Drayton 2/5

Mr. Parkinson.

Mr. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permit. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Amendment
No 9
S/4

DOWNING STREET

6 May, 1933.

Sir,

I have etc., to ackn. to your

despatch No.134 of the 21st of September

1932 on the subject of the difficulty

experienced by Lloyd's Agents at

Yankee

DRAFT.

(S/18226/32)

TRANSPORT

KENYA-UGANDA

No. 40

High Commr.

For ref. 1
for ref. 2
for ref. 3
for ref. 4
for ref. 5
(cont'd) 6/7

2nd draft

India Office, which has been consulted on the subject of the practice followed in the handling of this country and in India, respectively.

A copy of the reply which has been

addressed to the Committee of Lloyds

also
is enclosed.

3. I am advised that the second condition contained in the present form of indemnity, a copy of which was enclosed with the letter from Lloyds of the 8th July, 1932, appears to be unnecessarily wide. It seems unreasonable to require an indemnity from "any claim or loss in whatever amount of whatever nature" with the following exception: "in respect of claims arising out of the liability of the person applying for information and even those with which he is not concerned and with which the subject matter is not connected." Taken in conjunction with the first condition it would seem to be sufficient to require an indemnity against any liability connected with or wholly or partly based upon

C. O.

Mr

Mr

Mr

Mr Parkinson

Mr Parkinson

Sir J. Blomley

Sir J. Macmillan

Perm U.S. of S

Party U.S. of S

Secretary of State

any of the matters
~~of the matter~~

~~any of the information~~

~~It is important that~~

~~that this rest~~

~~now~~

~~that of~~

~~of which all~~

communicated were
should not be passed on and used for the

purposes of suiting the trial against

the High Commissioner and that such
a safeguard is all that can reasonably be
required to ~~shall~~

4. I would be glad to receive

DRAFT. Indeed it is questionable
whether this fair tract
for an adversary in
respect of claims which are
not raised from the giving
of the information, but it
would no doubt naturally
be difficult to prove that
the claimant had obtained
the information directly
or indirectly from the
person to whom it
was communicated
by an authority
Railway

C. O.

C. O.	
R	MA
D	

Mr. Priestman. //5

Mr. Garrison. //5

Mr.

Mr. Parkinson.

Mr. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permit. U.S. of S.

Parly. U.S. of S.

Secretary of State.

DOWNING STREETS.

5 May

DRAFT

(4) letter of the 27th of March and
previous correspondence on the

THE CLERK TO THE
COMMISSIONER OF COLONIES (1933) subject of the difficulty which Lloyds
have experienced in obtaining experience in

the underwriting of Underwriters

guarding fires in cotton

on the Kenya-Uganda Railway.

negotiation with the High
~~as regards to position on the~~
Commissioner for Transport and with the

Ministry of Transport and the

India Office, as regards the practice

prevailing on Railway Administrations

in this country and in India, the

Secretary of State for the Colonies

is satisfied that the Kenya-Uganda

Transport Administration is justified

in refusing to impart, without an

2 draft

copy

indemnity, information which might be
utilised in proceedings against
that Administration.

I am, etc.,

(Signed) J. E. W. FLOOD

Any further communication on this subject should
be addressed to—
The Under Secretary of State for India.
Financial Department,
India Office,
London, S.W.1
and the following reference quoted—

1368

R. 2153/33.



INDIA OFFICE

WHITEHORN

LONDON, S.W.1.

10

Telephone
Whitehall 8140 Ext. No.
Cables
Bentallandau London

Sir,

With reference to your letter No. 3119/33 of
the 24th ultimo on the subject of the grant-in-aid
followed on Indian Railways in respect to giving
information regarding railway imposts levied while in
transit, I am directed to forward, for the information
of Sir Philip Cunliffe-Owen, a copy of a
communication (with enclosure) which has now been
received from the Government of India on the matter.

I am, Sir,
Your obedient Servant,

John M. Murray
for Financial Secretary.

The Under Secretary of State,
Colonial Office,
S.W.1.

RISK NOTE FORM B

Approved by the Governor-General in Council and issued
15th of the Indian Railways Act, IX of 1890.

To be used when the sender elects to nominate at a lower rate than
the Owner's Risk rate articles or animals for which there is no ordinary
Risk acceptance rate quoted in the Tariff.

STATION

19

WHEREAS the consignment is to be forwarded to the date for despatch by
the Railway Administration station, under Railway Receipt No. of date, is charged at a
special reduced rate instead of at the ordinary tariff rate, chargeable for such
consignment, the undersigned, do, in consideration of such lower charge, agree
and undertake to hold the said Railway Administration harmless and free
from all responsibility for any loss, destruction or deterioration of the cargo
in the said consignment from the time of receipt until delivery at the
station, destination, notwithstanding that the said Railway Administration may not be liable

for any damage or loss occurring after delivery.

(Signature)

(Signature)

(Signature)

(Signature)

Description of goods

Accepting Clerk

Date

RISK NOTE FORM H

[Issued by the Governor General in Council under Section
 (2) (c) of the Indian Railways Act, IX of 1890.]

(To be used as an alternative to Risk Note Form B, when the sender desires to enter into a general agreement instead of executing a separate Risk Note for each consignment.)

19

WHEREAS all consignments of articles or animals for which the Railway Administration quotes both Owner's risk or special reduced rates and Railway risk or ordinary rates are (unless we shall have entered into a special contract in relation to any particular consignment) despatched by us at our own risk and expense.

Railway Administration, at special reduced rates.

It is hereby agreed that the liability of the Railway Administration for any damage to the property consigned to it shall be limited to the value of the consignment, and that the liability of the sender for any damage to the property consigned to the Railway Administration shall be limited to the value of the consignment.

That the sender shall be entitled to receive a copy of the bill of lading and insurance policy issued in accordance with the terms of this note, and that the sender shall be entitled to receive a copy of the bill of lading and insurance policy issued in accordance with the terms of this note.

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Signature _____

Date _____

Signature _____

Date _____

Signature _____

Date _____

Witnesses

Profession

Residence

Signature _____

Signature _____

RISK NOTE FORM H

[Approved by the Governor-General in Council under Section
 (2) (b) of the Indian Railways Act, IX of 1890.]

(To be used as an alternative to Risk Note Form B when the sender desires to enter into a general agreement instead of executing a separate Risk Note for each consignment.)

ATION

WHEREAS all consignments of articles or animals for which the Railway Administration quotes both Owner's risk or special reduced rates and Railway risk or ordinary rates are (unless ^{we} shall have entered into a special contract in relation to any particular consignment) despatched by ^{me} at ^{my} own risk and are charged for by the Railway Administration at special reduced rates (Owner's risk rates instead of ^{or} ordinary Tariff or Railway risk rates), we the undersigned, in consideration of such consignments being charged for at the special rates, do hereby agree and undertake to hold the said Railway Administration harmless and free from all responsibility for any loss, damage or delay in the carriage of or damage to all or any of such consignments, and further to pay to the said Railway Administration a sum of Rs. 1/- per ton per annum for the period of the Railway Administration's holding the same.

It is further agreed that in case of the death or of the theft of one or more of the articles or animals mentioned above in consequence of any accident or otherwise occurring during their carriage, the sender or his agent shall be liable to pay to the railway administration the sum of Rs. 1/- per article or animal, provided, where such articles or animals are sent in pairs or sets, the sum of Rs. 1/- per pair or set.

It is further agreed that in case of any damage to any of the articles or animals mentioned above in consequence of any accident or otherwise occurring during their carriage, the sender or his agent shall be liable to pay to the railway administration the sum of Rs. 1/- per article or animal.

It is further agreed that in case of any damage to any of the articles or animals mentioned above in consequence of any accident or otherwise occurring during their carriage, the sender or his agent shall be liable to pay to the railway administration the sum of Rs. 1/- per article or animal.

It is further agreed that in case of any damage to any of the articles or animals mentioned above in consequence of any accident or otherwise occurring during their carriage, the sender or his agent shall be liable to pay to the railway administration the sum of Rs. 1/- per article or animal.

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It is further agreed that in case of any damage to any of the articles or animals mentioned above in consequence of any accident or otherwise occurring during their carriage, the sender or his agent shall be liable to pay to the railway administration the sum of Rs. 1/- per article or animal.

It is further agreed that in case of any damage to any of the articles or animals mentioned above in consequence of any accident or otherwise occurring during their carriage, the sender or his agent shall be liable to pay to the railway administration the sum of Rs. 1/- per article or animal.

Signature of Sender

Father's Name

Age

(Signature)

(Date)

(Residence)

WITNESS

(Signature)

(Residence)

Proclamation

Residence

DUPLICATE

GOVERNMENT OF INDIA
RAILWAY DEPARTMENT 12
(Railway Board) 2153
931

No. 4493-T.

Dated, New Delhi, the 14th March 1933.

(Enclosed copy)

To

The Under Secretary of State for India,
Financial Department,
India Office,
London, S.W.I.

Sir,

I would like to point out that if there is no objection to my doing so I would like to add a few words to what I have written above. In view of the fact that there is an enquiry at the moment into the loss of cotton in transit from Mombasa to Entebbe, it would be of great interest to know whether the information asked for could be used principally to follow up and collect any compensation very much on the lines of the indemnity in use on the Kenya and Uganda Railways would be desirable before any disclosures were made.

3. I am to add that cotton is usually carried at a reduced owner's-risk rate and the extent to which Railways are required to furnish information

to consignors in the case of the destruction
of such consignments is shown in Risk Note
form B, a copy of which is herewith forwarded.

I have the honor to be etc

Sir,

Your most obedient Servant,

Sd/-L.H.Kinross,

Secretary, Batley Branch.

D.A.L.

Risk Note Form B.
(Not forwarded)

M.W.

C. O.

14

Mr. Priestman. 22/3

Mr. Garrison 22/3

Mr.

Mr. Parkinson.

Mr. Tomlinson.

Sir C. Bottomley.

Sir J. Shuckburgh.

Permit. U.S. of S.

Parly. U.S. of S.

Secretary of State.

Answered by No. 8226/3

DOWNING STREET.

24 March, 1919.

Sir,

I am, etc., to refer to your

DRAFT.

THE UNDER SECRETARY OF STATE

(13) letter No. F420/33 of the 19th of January
(in 18226/3)

intimating that it had been found

RECEIVED IN THE SECRETARY'S OFFICE

22/3 in the subject

(Signed) L. B. FRITH



Enc

LLOYD'S

Telephone 223222
Extension No. 7

Please quote reference

AD/C/C.

2nd March, 1913

Sir,

1st Mar 1913

P.C.

I am directed to refer to previous correspondence upon the subject of the difficulty which Lloyd's Agents at Mombasa experience in obtaining on behalf of Underwriters information regarding fires in Cotton carried on the Kenya and Uganda Railways.

In your communication of the 8th January you informed us of a reply received from Mr. G. C. Compton, Esq., who had been engaged from the M.C. Commissioners for the purpose of investigating the difficulties which would be involved in the carrying of cotton when he was in a position to do so. He stated that he had no authority to make any statement in regard to the carrying of cotton by agents of Mombasa as to whether or not they could do so, and he has been unable to do this matter, and I would be obliged if you would let me know whether you are yet in a position to send me further advice upon this question.

I am,

Sir,

Your obedient Servant,

Clerk to the Committee.

The Under-Secretary of State
for the Colonies,
COLONIAL OFFICE,
Downing Street,
S.W.1.

PUBLIC RECORD OFFICE

END

TOTAL EXPOSURES ➔

PUBLIC RECORD OFFICE

CO533/435

ORDER NO. → FN/E474
CAMERA NO. → 19
OPERATOR. → MT
REDUCTION. → 12
EMULSION NO. → 521061
DATE. → 31-3-72

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