

MISCELLANEOUS

C.S.

1921.

No. 1005/21

C.E. 45/5.

S. of S. Circular

SUBJECT.

192 1

Model Regulations for storing of Petroleum
in bulk

18th August

Previous Paper.

638/14

Indent 120

Indent 163.

MINUTES.

S. of S. Circular of 18th August, 1921.....Encl....(1)

C.S.
What Regulations are in force here
in respect of the storage of oil?

Thett 21/2/21

The Hon. Col. Secy.,

As far as I am aware there are no
regulations in force in the Colony in respect of the storage
of Petroleum other than in connection with explosives under
Ordinance No. 2 of 1902 : page 267.

R.B. Baodley.
Colonial Engineer.
7/11/21.

Subsequent Paper.

C.S.
Presumably the only stocks in Stanley
apart from a few cans kept for military use are
those held by the Government, the
Jullundur S. Co and Williams Estate. Will
you kindly report on the above what
stocks held by the Government.

The Hon. Col. Secy.,

I have made enquiries and find that the average stocks are as follows:

Messrs F.I.Co. - Petroleum 300 cases of 8 gals - 2400 gals.
Stored in the west hulk with the exception of about 20 cases which are kept for daily issue; these are stored in a shed in the west yard.

Petrol. No stock at present. Stone building is being erected in the west yard where it is expected stock of 200 gallons may be stored.

Estate Williams.
Petroleum: 50 cases of 8 gals.- 400 gals.
Stored in large shed on the east side of Philomel Street.
Petrol nil.

Government.
Petroleum. 60 to 80 cases of 8 Gals. 480 to 640 gallons.
Shale oil; at present 1200 gallons.
Stored in sheds; one on the hulk at the end of the Dockyard Jetty, the other at the head of the Jetty.

R. M. Barclay.
Colonial Engineer.
12/12/21.

Yr. Submitted.

2. It may not be considered necessary to introduce legislation here but great stress is laid upon the necessity for it elsewhere.

3. The F.I. Co. is now putting up a stone building the plans for which have received the approval of the Board of Health. It is quite small 14' x 7' height about 6' 6" but is sufficiently large to hold about 250 cases not gallons as stated above. It is 75 feet from the nearest building.

4. Would Yr. consider the advisability of Govt. following suit and putting up a building?
R. M. Barclay 13/12/21

H.P.S.

I wrote a Minute on this paper on 22nd December in which I stated that there was an abds test apparatus in Customs Dept. but I have since ascertained that there is no such apparatus. There was also an inaccuracy in my Minute & I have removed the sheet on which it was written & in which this is substituted.

2. The circular herein refers to storage in bulk installations. My impression is that there was an earlier circular somewhere about years 1910-1912 (but I have been unable to find a copy of it) dealing with subject of importation of burning oil of low flash point & of storage of all dangerous substances. Possibly copies of the circular are not sent to this Colony. The question of legislation requires consideration.

3. It is usual to prohibit importation of petroleum with flash point below 43° . It is not possible to determine flash point of burning oil in use in the Colony as there is no test apparatus. There is no record of any recent accidents from use of oil of low flash point in lamps; presumably &

Oil in use is similar to that used in
countries where there is legislation on the
subject.

4. It is further urged to require that
quantities ^{Exceeding 80 gallons} of petroleum of flash point
above 73° shall be kept in specially
licenced stores. I am unable to refer to
any regulations with regard to materials
of which such stores should be constructed
or their distance from other buildings: the
regulation ^{is} ~~is~~ not so strict as in case
of petroleum & its products with flash point
under 73° but with so many wooden buildings
in Stanley there is always great risk of
a serious fire. I think it would be well
to ask S & S for copies of regulations in
force in England: the question of construction
of a store by Govt might be deferred until
we have information as to regulations
in England unless the work is considered urgent.

5. The F. I. Coy is the only importer of
petrol: the store which has been built
was passed by Board of Health but when
we saw it the other day ventilation appeared
deficient. ~~Will you please ask~~
Principal of Board to say whether the
store satisfies requirements of Board in this
respect.

Done. 8 January 1921.

Hon. Col. Surgeon, Resident Board of Health

Account

8/2/22

Hon Colonial Secretary

The vault built by the F.I.Co for the storage of petrol in packets(not in bulk) does not appear to be sufficiently ventilated; but with the prevailing high winds this should not lead to any trouble, if the door is left open for a short time before anyone enters the vault.

I think that a notice should be painted in large red letters on a white ground on the iron door of the vault setting out in plain language the danger of an explosion occurring if anyone should expose a naked light in or near the building.

H. W. Deane

Colonial Surgeon

8/2/22

Yr. Submitted

2. The Gov. might be informed that Yr. is advised in the sense of above.

3. The English Regulations might be too complicated. I would suggest that we can find all that is necessary in the Madras Regulations in imp. No. 140/18. It is not necessary to legislate for "petroleum in bulk" "major" or "minor installations" ~~or dangerous~~ "dangerous petroleum" at present but the provisions of the Madras Regulations dealing with the storage of "dangerous petroleum" in "storage sheds" could be extracted. I have marked in red pencil the relevant parts of the Regulations

8/2/22

H.C.S.

Para. 2 Please proceed.

Para. 3. Sy8 circular 9/9/15 is the one
which I was looking for. Simple Regulations
as suggested are all that are required.

[Signature]

16 Feb 1922

Letter to the Manager F.I. Co., 21st Feb. 1922.

Encl. ②

Letter from Manager F.I. Co. d 27/2/22 Encl ③

~~Considered for~~

Regulations, Draft Ordinance circulated
to members of Executive Council. Encl. 473

HW up
tut

Y.S.

Submitted with draft Ordinance
and Regulations.

2. It is a matter for consideration
as to whether the introduction of the
Ordinance should not be postponed until
a Government warehouse can be provided.

It is certain that no licence could be given
at present for Williams' Estate to
hold tobacco.

3. I have adapted the Ordinance from
a Cyprus Ordinance but considerable
alterations have been ^{necessary} made.

4. I am inclined to think 73° is too low
for a limit. I think 83° was taken from
the Fiji Ordinance but the volume is not
at present available.

5. Testing apparatus should I think be
obtained before the Ordinance is put into force.

Tutttt 18/3/22

H.P.S.

I think it will be necessary to obtain a burning apparatus type apparatus is introduced & this can be done. I believe that all the oil used for lighting purposes will be found to flash at a temperature near 83°.

R.

15 March 1922

Y.S.

Submitted

2. I think that the Revenue Treasurers & Customs Department usually make the test but as the Col. Engineer is it is proposed to be the controlling officer he might incident for the apparatus and an officer of his department make the tests? I think it is known as Abel's test but I have no certain information on the subject.

16/3/22

H.P.S.

Col. Syme may refer on Abel's Petroleum Test apparatus. I think that is description of burning apparatus generally used.

16 March 1922

I hope

"Rep"

R.

11/03/22

C.S. In action accordingly please
Jtlll 16/3/22

The Hon. Col. Secy.,

Draft and complete indent
herewith for "Abel's Petroleum Testing Apparatus."

No particulars of cost being to hand the
amount given is therefore only a rough estimate.

2. Kindly place number on the indent.
3. The charge in the first case to be under the
P.W.Store Advance Account as arranged on the
telephone this morning.

A.R. Brassey

Colonial Engineer.
28/3/22.

Indent withdrawn for transmission to
Agents 1st April 1922

Advice of Orders placed _____ Encl (6)

Original Advice of Shipping _____ Encl (7)

C.S. Will you please report whether
you have received the apparatus
Jtlll 14/9/22

The Hon. Col. Secy.,

Abel's Petroleum testing
apparatus, with the exception of thermometers,
which were not supplied, received in good order.

2. I enclose Contents List which, in case of
shortage should be returned to Messrs Baird &
Tatlock.

A.R. Brassey

Colonial Engineer.

27/9/22.

Col. Engineer,

Please withdraw duplicate advice of shipment

to. Barlas.
fr. C.S. 6.10.22.

The Hon. Col. Secy.,

Thank you. Duplicate withdrawn.

2. I beg to report that the two thermometers reported in my minute of 27/9/22, herein, as not having been supplied have ~~now~~ come to hand and that the apparatus is now complete.

W. W. W. for
 Colonial Engineer.

9/10/22.

Y.S.

submitted

2. Should the Ordinance and Regulations now be proceeded with?

3. Should provision be made in 1925 for a Government Petroleum Warehouse?

ttttt 10/10/22

H.C.S.

In spite of request both on sheet printed in large type in red & on the green envelope the thermometers were only found by chance in the packing which had been thrown away. This shows great lack of care.

2. Provision should be made in 1925

In a warehouse.

3. Tests should be made of oil imported by
Govt & by private firms.

4. When information is available as to
flash point of oil imported ordinances &
regulations should be provided with.

Sh.

11/04/22

C.S.

In estimate for warehouse
please.

ttttt/ 11/10/22

The Hon. Col. Secy.,

I have used the Abel

Petroleum Tester and tested kerosene imported
from Monte Video, which flashes at 120° F.

I will obtain samples from Messrs The F.I.Co.
and Messrs Estate Williams, also samples of
Government Shale Oil and make further tests.

2. With regard to the warehouse. I shall be
glad to know, before preparing estimate, if the
warehouse is to be of size sufficient to store
all the stocks of petroleum imported for use in the
Colony or only for Government Petroleum.

R. B. Basely.

Colonial Engineer.

20/11/22.

C.S. The size should be sufficient for
all imports except those of the F.I. Co.,
with a margin of say 25%

ttttt/ 20/11/22

The Hon. Col. Secy.,

I beg to submit, under separate cover, drawing of proposed warehouse for storage of Petroleum and, herewith, general specification with estimate of cost of material and labour.

2. With regard to suitable sites, I would suggest the following:

- (a) In the Dockyard to the North of the Ross Road boundary fence, on the high ground in line with the small stone shed.
- (b) In the Dockyard on the sea wall front mid-way between the fence and the Port & Marine Store.
- (c) In the Paddock to the North of the Customs Shed on the sea wall front and about 30' from the East side of the Waiting Room at the Public Jett
- (d) On the Common to the East of the Sanitary Jetty.

The most convenient site would be the Dockyard seeing that during the winter months oil is issued daily and, should the warehouse be at a distance from the Office, a great deal of time would be lost in travelling to and fro, in some cases for 8 gallons of oil.

3. There are several iron girders in the Dockyard which would be suitable, also angle-iron which could be adapted for the building, but, with the available labour and the work required I do not think it ^{used to} could be ~~of~~ advantage on this building.

I would suggest, before definitely deciding, that tracings be made and forwarded to Messrs F. Braby & Co. for a quotation.

4. Samples of kerosene have been obtained from Messrs The F.I.Co. and Estate Williams with following results:

F.I.Co.	Case Oil	flashed @ 116° F.	
Est. Williams.	" "	no flash	o (1st. sample)
"	" "	flashed @ 138° F.	2nd. "
Government	" "	" @ 120° F.	
do.	Shale "	" @ 162° F.	

R. Braby
Colonial Engineer.

12/12/22.

Y.B.

Submitted.

2. The flash point is ~~very~~ high and the pits with this oil must be very small. At the same time the stores should to meet contingencies be as far as possible from other buildings. The site mentioned at 2(c) appears the best?
3. The Ch. says that during the winter months oil is issued almost daily. Presumably the reference is to oil sold to civil servants. Issues twice a month will be quite sufficient. The regulations allow 50 gallons to be kept outside the store house.
4. The building is of the simplest construction and should be made locally?

TTTTT 2/1/23

H.C.S.

Flash point of 83° may be achieved in regulations.

2. The building should be made locally & site 2(c) is approved

OK

3 January 1922

Ch. Accordingly with plan

TTTTT 4/1/23

The Hon. Col. Secy.,

I beg to submit herewith
draft indent for material.

2. I shall be glad to know if I am to prepare
a Special Warrant to cover this expenditure.

3. The work of preparing frame and drilling of
holes in channel and angle iron, if undertaken in
the Colony will have to be done by hand; to save
this I suggested sending plan of building to
Messrs Braby & Co., who would do this work by
machinery leaving the work of erection only to
be done in this Colony.

R. B. Bradley.
Colonial Engineer.

29/1/23.

Yr. S.
Submitted for instructions as
to whether this is to be proceeded
with direct or through the S.O.P.

ttttt 30/1/23

H.C.S.
There is no provision in Estimates
for this work but it is of so little
importance that it may be done
and charged to Materials & Sundry Accs.

By

30 January 1923

C.S. Accounting

ttttt 28/1/23

The Hon. Col. Secy.,

Indent in quadruplicate

herewith.

2. First cost, freight and other charges in first case to be charged to P.W.S. Advance A/c under special authority (Vide M/P 107/23).

R. B. Basely.

Colonial Engineer.

8/2/23.

Indent 163 withdrawn for transmission to Crown Agents 13th February 1923

Hon Treasurer,

For your information and to withdraw charge note, please,

*GRB
for C.S.
21 Feby 1923*

H.C.A.,

Withdrawn

W. Thompson

22. 2. 23

Advice of Orders placed _____ Encl (11)

Original Advice of Shipment _____ (12)

*Hon Treasurer
Colonial Engineer }*

*to note
GRB
D.C. Secy
18 July 1923*

Col. Engineer

Notes & passed as you accordingly

R. B. Basely

to Col. Treasurer

20.VII.23

The Hon. Col. Secy.

Noted and returned

W. Noye

for Col. Engineer

26/11/23

Inside Minute Paper.

Original Advice of shipment — Encl (13)

Colonial Engineer.
For withdrawal of
duplicate of Encl 12.

G.H.B.

Di'fsee

27 Aug 1923

The Hon. Col. Secy / Duplicate of enclosure
12 withdrawn.

R. B. Stanley.

Colonial Engineer

28/8/23

Hon Treasurer.

G.H.B.

Di'fsee

28 Aug 1923

Hon Col. Secretary
wired.

A. V. K.

Hon Col. Treasurer
20. VIII. 23Colonial Engineer.
To withdraw duplicate of
Encl 13. Will you please pass to
Treasurer to note.

G.H.B.

Di'fsee

15 Oct 1923

The Hon. Col. Secy.,

Duplicate of encl. 13 withdrawn.

W. W. H. G.
for Colonial Engineer.

The Hon. Col. Treasurer,

17/10/23.

Passed to you accordingly.

17/10/23.

W. W. H. G.
for Col. Engineer

Hon. Col. Secretary

Ward.

R. V. K.

for Col. Treasurer

17.10.23

Y.B. Submitted. All the material
is in the Colony but pending con-
sideration of the possibility of using
the "Petroleum" bulk for petroleum if
bought, the shed should not be
proceed with? It can well
be utilized for other purposes than
petroleum although a use cannot
be immediately allocated

[Signature] 3 Sept. 24

H.P.S.

Erection of building may be deferred
for present. M.

4 Sept 24

C.S. According

[Signature] 4 Sept. 24

The Hon; Col; Secretary.

Thank you. Noted and returned.

2. The drawing of the proposed shed was handed to you
on the 2nd September and I shall be glad, if
possible, to have it returned, as it is the
only drawing of shed.

[Signature]

Col; Engineer.

11/9/24.

BULLETIN No. 2.

H.M. PETROLEUM DEPARTMENT

Memorandum and Draft Regulations

in connection with the

Bulk Storage

of

Petroleum Products

LONDON :

PRINTED AND PUBLISHED BY
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MEMORANDUM
U.S. PETROLEUM DEPARTMENT

Note.—In connection with the compilation of this memorandum and of the draft regulations which follow valuable advice was obtained from Major A. McN. Cooper-Key, C.B., H.M. Chief Inspector of Explosives, and from representatives of the Admiralty; of London and Thames Haven Oil Wharves, Ltd., and of some of the principal petroleum companies.

**MEMORANDUM FOR THE INFORMATION OF LOCAL
AUTHORITIES IN CONNECTION WITH THE
PREPARATION OF REGULATIONS FOR
THE STORAGE OF PETROLEUM
IN BULK INSTALLATIONS.**

Numerous Ordinances are already in existence on the subject of petroleum storage, and there is considerable divergence of opinion on certain of the questions which arise in connection with it. Some of the Ordinances were drawn up when the storage of petroleum in bulk was much less common than at present, and when the nature and extent of the risks which such storage involved were less fully understood. This memorandum (with the accompanying set of draft regulations) is intended to serve as a general guide in framing legislation on lines which will allow of the adoption of all necessary precautions without imposing restrictions of little practical value, which would only tend to increase the capital cost of erection and therefore the price of the products handled. During recent years it has become a frequent practice in the case of small installations for "dangerous" petroleum to place the storage tanks underground. This method, while obviously desirable from the standpoint of safety, cannot be adopted on a large scale owing to the considerable expense involved, and this memorandum and the accompanying regulations should be taken as applying only to tanks built upon the surface and not to underground tanks.

CLASSIFICATION OF PETROLEUM PRODUCTS.

It is suggested that for the purpose of such regulations petroleum should be divided into three classes as follows :—

1. *Dangerous petroleum*, meaning petroleum having a flashpoint below 73° F. Abel close test. It is somewhat difficult to define this class of petroleum satisfactorily, and different flashpoint temperatures have been adopted in different parts of the world; in some cases a temperature of as high as 100° F. has been fixed. Such a figure has the serious objection of being at variance with trade practice, as it places certain kerosene in the category of dangerous petroleum, while the remainder is treated as non-dangerous. On the whole a limit of 73° F. close test, which has been found by experiment to be the equivalent of 100° F. open test, seems appropriate, as it restricts the term "dangerous petroleum" to motor spirit, leaving kerosene to come under the second class; this is the figure prescribed in the Petroleum Acts. It may be mentioned that owing to the high value of the volatile fractions, there is now little danger of kerosene being supplied which flashes at or below 73° F. close test. It is necessary to specify the type of apparatus to be used for determining the flashpoint. If some form of close test apparatus other than the Abel is used a slight variation in the limit would have to be imposed.

2. *Ordinary petroleum*, meaning petroleum having a flashpoint which is not below 73° F. Abel close test or above 150° F. Pensky-Marten close test. This would include kerosene and gas or solar oil.

3. *Fuel oil*, meaning petroleum used as fuel and having a flashpoint above 150° F. Pensky-Marten close test.

The latter class of petroleum is perfectly safe to handle under normal circumstances and only general regulations are required. Lubricating oil, on account of its very high flashpoint is practically non-inflammable and no precautions are necessary.

PRECAUTIONS AGAINST FIRE.

With regard to arrangements for dealing with fires at installations, water would be of little service except for keeping tanks and buildings cool in the neighbourhood of any fire which may break out. Certain special forms of apparatus making use of solutions of CO_2 have been found effective for the protection of tanks containing "dangerous" petroleum, but the expense of installing them on a large scale is considerable.

The nature and extent of the precautions to be enforced will depend largely on local circumstances, but it will always be desirable to require that supplies of sand or dry earth and extinguishers shall be kept available for use in case of fire occurring in the filling shed.

VENTILATING OPENINGS.

Tanks containing "dangerous" and "ordinary" petroleum should be fitted with adequate ventilating openings to permit gas to escape, and such openings should be protected by double diaphragms of strong wire gauze, or if not provided with ventilating openings each tank should be fitted with a safety valve of an approved type. Precautions must be taken by periodical inspection to see that these gauzes are kept clean and free from dirt, etc.

The roofs of all tanks should be of steel, and for the storage of "dangerous" and "ordinary" petroleum they should be made gas tight.

LIGHTNING.

With regard to precautions against lightning, considerable diversity of opinion prevails on this subject, but it is generally agreed that the fitting of lightning conductors is undesirable. It is important to avoid sparking taking place in the neighbourhood of the tanks, and with this object electrical continuity should be maintained in their construction. As already indicated, the use of all-metal roofs is advisable.

Many authorities require the tanks to be efficiently earthed, but the necessity for special earthing has not been conclusively demonstrated. Provided that the ventilating openings and vent pipes are fitted with wire gauze as recommended above, the addition of wire cages at the openings is not considered essential.

CAPACITY OF ENCLOSURES SURROUNDING TANKS.

In case of fire or damage to a tank the chief consideration is to prevent the oil escaping, and for this purpose tanks are surrounded with a basin or enclosure. It is advisable in the case of "dangerous" petroleum that the

enclosure should be of dimensions sufficient to contain an amount of oil equal to the capacity of the tank or tanks situated within the enclosure. It is sometimes laid down that the capacity of the basin shall be 10 per cent. more than the total capacity of the tanks, but this is not considered essential. It has been found in cases where fires have occurred that although the roof of the tank usually collapses the walls remain standing and retain the bulk of the oil.

With "ordinary" petroleum the capacity of the enclosures should be decided by the local authorities, but it will probably be sufficient if the basin is made of sufficient size to hold the contents of one tank of each group of tanks not exceeding four in number. In this connection the location of the installation is an important factor, as if it is so situated as to involve no possible danger to property and the oil cannot escape into harbours, etc., the need for enclosures is much lessened. Enclosures are not usually provided by commercial firms in the case of fuel oil tanks, but the Admiralty provide basins to hold 25 % of the capacity of the tanks, which are normally arranged in groups of four.

VALVES IN PIPE MAINS.

It is not considered necessary to legislate in regard to the type of valve to be adopted for use in pipe mains, although it is desirable that whatever valve is used there should be some means of clearly indicating whether the valve is open or shut.

CLEARING TANKS OF GAS.

No person should be permitted to enter any tank without the authority of the manager of the installation and until the atmosphere in the tank has been certified free from vapour after test by a competent person. Special precautions should be taken for clearing tanks of all dangerous vapour if repairs are to be undertaken which would expose the interior atmosphere to contact with hot rivets or any other source of artificial heat. An effective method of ventilating tanks is by means of wind shoots, although steam is sometimes used, especially on board ship. The fact that a tank has been steamed does not, however, necessarily indicate that it is free from explosive vapour, and a test should always be made. Unless a tank has been certified gas free, the use of electric lamps with wandering leads should be prohibited, and only portable oil or electric safety lamps of types approved for use in fiery coal mines should be permitted.

A memorandum on the use of safety lamps for testing purposes is attached.

CONSTRUCTION OF TANKS.

It is sometimes provided that all openings in tanks must have a neck the height of which bears some fixed proportion to the diameter of the opening, but such a stipulation appears unnecessary. Openings on the top of tanks will ordinarily have some form of neck, but the side manholes should preferably be without necks.

If it is provided that steel tanks shall be designed in accordance with sound engineering practice, it is not considered necessary to specify any particular relation between the height and the diameter of the tank as is sometimes done.

ELECTRIC LIGHTS AND WIRES.

Where "dangerous" petroleum is stored it is important that electric lights should be enclosed in double glass bulbs, the outer one of which should be gas tight. All switches and fuses should be outside buildings and enclosed in a gas tight box.

Regulations have sometimes provided that all electric wires should be carried in pipes, and that no bare wires should be permitted. It is quite possible, however, for accidents to occur through bad workmanship in the case of wires carried in pipes. It is desirable for insulated wires to be used in all cases, but it is not essential that these be carried in pipes except where the wires enter buildings near the ground.

FILLING SHED (ENCLOSURES).

To prevent the spread of any fire which may originate in the storage or filling sheds, it is important to provide for the retention of any oil which might be in these buildings, but any excavation made should not be so deep as to interfere with free ventilation. A method frequently adopted is to lower the floor of the storage shed itself so as to form a cement lined well. The vapour of petroleum being heavier than air tends to flow along the ground and to collect in any depression, where it forms an explosive mixture. The excavations should therefore be shallow and should cover a reasonably wide area rather than be deep and of small extent.

DISTANCE BETWEEN TANKS.

It is difficult to lay down any definite figure for the distance to be observed between tanks. The minimum distance which is being worked to in the United Kingdom in the case of dangerous petroleum appears to be 50 feet, though regulations elsewhere prescribe as much as 150 feet. It is open to question, however, whether the additional security obtained by placing the tanks so far apart is sufficient to justify the increased expenditure and extra space involved. 50 feet is provisionally suggested as a suitable distance, but the matter is one which must be reviewed in the light of local conditions. It should be noted that the question of climate has little or no bearing on this question, as "dangerous" petroleum gives off an inflammable vapour at ordinary temperatures.

With non-dangerous petroleum it is doubtful whether any minimum distances need be fixed for space between tanks except in special circumstances, but 25 feet should be ample clearance. Accidents to kerosene tanks are very rare, and the same remark applies to fuel oil. Distances should be taken direct between tank and tank irrespective of any party wall between adjoining installations.

USE OF METAL CONTAINERS.

Provided that "dangerous" petroleum (other than that stored in tanks) is stored in well constructed tins or other metal receptacles up to the usual trade standard it is not considered necessary to lay down any specific thickness of metals to be employed. The packages are designed to hold the guaranteed contents with an air space sufficient for safety, but variations in temperature in different climates make it difficult in any general regulations to lay down a figure for the amount of air space to be left. It seems unnecessary to stipulate that filled metal containers should be stored in wooden cases, though such cases may be useful to ensure safe transit.

INSTRUCTIONS ON THE USE OF THE SAFETY LAMP.

1. Before any tank which is not already known to be free from dangerous gas is entered a preliminary test of the atmosphere must be made with a locked safety lamp.
2. Persons using safety lamps should be carefully instructed as to the use of these lamps in tanks and confined spaces.
3. To test for small quantities of inflammable gas with a miner's safety lamp the flame must be carefully turned down until all the white light has disappeared and only a small blue flame is left. The presence of inflammable gas in the air is indicated by a pale triangular flame or "cap" which appears over the top of the blue flame, varying in size and intensity according to the amount of inflammable gas present. The lamp should be held close to the observer's eye in making this examination.
4. It is important to note that petroleum gas is considerably heavier than air and may therefore remain in the lower part of the tank whether closed at the top or not.
5. In order to make a test, after the flame of the safety lamp has been turned down a careful and detailed examination should be made in both the upper and lower part of the tank. The lamp must be tried as far inside the tank as it can be held without losing sight of the flame and should be lowered by a line if necessary to reach the bottom of the tank, for the purpose of making a preliminary examination. As soon as the lamp will burn steadily in these positions the tank may be entered for the purpose of making a further examination.
6. If a cap however faint is visible on the lowered flame or the safety lamp be extinguished either by explosive or non-explosive gas, or burns dimly, no person should be allowed to work in the tank until it has been thoroughly ventilated and the gas removed.
7. Should any indication of dangerous gas be observed the space is to be further ventilated until no indication of the presence of gas can be detected. The person making a test should keep in communication with those outside the tank.
8. To prevent unauthorised interference with the safety lamps the person in charge is to make arrangements for trimming the lamps before they are issued and for the keys to be retained by some responsible person.

SECTION I.

DRAFT REGULATIONS FOR THE STORAGE OF PETROLEUM IN BULK INSTALLATIONS.

DEFINITIONS.

In these rules :—

(1) "Petroleum" means any inflammable liquid which is derived from petroleum, coal, shale, peat, or any other bituminous substance, or from any of their products.

(2) "Dangerous petroleum" means petroleum having a flashpoint below 73° F. Abel close test.

(3) "Ordinary petroleum" means any petroleum having a flashpoint which is not below 73° F. Abel close test and which is below 150° F. Pensky-Marten close test.

(4) "Fuel oil" means a petroleum used as fuel and having a flashpoint which is not below 150° F. Pensky-Marten close test.

(5)—(a) The term "bulk installation" hereinafter referred to as an installation means a place specially prepared for the storage of petroleum to an amount exceeding 500 tons.

(b) The term "storage shed" means a building used for the storage of petroleum otherwise than in bulk, and includes a filling shed.

(c) The "proper authority" shall be the person or persons appointed for administering these rules.

SECTION II.

GENERAL REGULATIONS APPLICABLE TO INSTALLATIONS FOR THE STORAGE OF ALL CLASSES OF PETROLEUM.

(1) Every person managing or employed on or in connection with an installation or storage shed shall abstain from any act whatever which tends to cause fire or explosion and which is not reasonably necessary, and shall prevent any other person from doing such act.

(2) No smoking shall be permitted in a storage shed or in or about an installation except in such place as may be specially set apart for the purpose, and suitable notices to this effect shall be conspicuously posted on the premises.

(3) All operations within any installation or storage shed shall be conducted under the supervision of a responsible agent of the owners of the premises.

(4) The ground in the interior of an installation shall be kept clean and free from goods of an inflammable nature, waste vegetation and rubbish. Goods of an inflammable nature shall only be stored under conditions approved by the proper authority.

(5) An efficient fire service shall be provided in each installation and the employees shall be instructed periodically in the use of the various fire appliances.

(6) An adequate supply of sand or dry earth shall always be kept ready for immediate use in an installation or storage shed for the purpose of extinguishing fire.

(A clause dealing with protection against lightning may be inserted if desired. See explanatory memorandum.)

(7) All enclosures surrounding tanks shall be drained by a pipe fitted with a valve actuated from the outside of the enclosure. Such valves shall always be kept closed except when they are actually in use. No water shall be allowed to accumulate in the enclosure.

Valves in pipe mains, also valves in pipes for draining water, may be of any approved type, but shall be provided with some form of indicator so that it may be readily seen from a distance, whether the valves are open or shut.

(8) There shall be hung in a conspicuous place in every installation or storage shed copies of these regulations in English and the Vernaculars.

(9) All leaks in tanks shall be promptly repaired.

No person shall enter any tank without the authority of the Manager of the installation.

Before a tank is entered or repairs undertaken which would expose the interior atmosphere to contact with hot rivets or other source of artificial heat it shall be thoroughly ventilated and found free from vapour after test by a competent person who shall furnish a certificate to this effect.

Until a tank is certified free from dangerous vapour only portable safety lamps, oil or electric, of types approved for use in fiery Coal Mines, shall be taken into it, and until such certificate has been granted the use of naked lights or electric lamps with wandering leads is strictly prohibited.

(10) Steel tanks shall be constructed of mild steel plates properly rivetted together and caulked and designed according to sound engineering practice.

(11) The proper authority or any officer duly authorised by him may at all times enter any installation or storage shed for the purpose of inspection with a view to ensuring conformity with these regulations.

(12) The distances specified in Sections III. and IV. following may be reduced by the proper authority in cases where screen walls are provided, or other special precautions taken, or where there are special circumstances which, in the opinion of the proper authority, warrant such reduction.

(13) Every precaution shall be taken to prevent waste oil from passing down drains or watercourses and from reaching shipping in harbours or waters where there is no tidal scour.

The following general regulations (14 to 22 inclusive) shall not apply to Installations or separate sections of Installations where fuel oil only is dealt with.

(14) Between the hours of sunset and sunrise installations shall be shut and no work shall be permitted except where electric lighting is exclusively used, or where special permission has been given in case of emergency by the proper authority.

(15) No fire or naked lights shall be permitted within the installation except in the offices, soldering shed, laboratory, living-quarters, engine-room, boiler-house and smithy.

(16) Electric lights shall be enclosed in a double glass, the outer one of which shall be gas-tight. All switches and fuses shall be outside the buildings and enclosed in gas-tight boxes.

(17) The storage shed shall be constructed of masonry, iron or other unflammable material and with tiled, paved, earthen or concrete floors.

(18) Each tank or group of tanks shall be surrounded by a wall or embankment of substantial construction, or shall be partially sunk in an excavation.

The enclosure thus formed shall be of dimensions sufficient to contain:—

(a) in the case of "dangerous" petroleum an amount equal to the volume of oil that the tank or tanks are capable of containing;

(b) in the case of "ordinary" petroleum the contents of one tank of each group of tanks not exceeding four in number

unless in the opinion of the proper authority the circumstances are such as to warrant a reduction in the capacity of the enclosures. The enclosure shall be so constructed as to prevent the leakage of oil therefrom, whether under the action of fire or otherwise.

(19) In the case of all storage sheds within the installation, either the doorways and other openings of the building shall be built up to a height of not more than two feet above the level of the ground outside it or the floor shall be sunk to a depth of not more than two feet below the level of the ground or the building itself shall be surrounded with a masonry wall or embankment or both. Provided that whatever method of preventing outflow of petroleum is adopted the receptacle so formed shall be capable of containing the whole of the petroleum liable to be present in the storage shed.

(20) All ventilating openings on tanks shall be protected by double diaphragms of strong wire gauze having a mesh of 200 to the square inch, the diaphragms to be spaced not less than three inches apart. If not provided with such ventilating openings each tank shall be fitted with a safety valve of an approved type.

(21) Adequate ventilation shall be provided in all storage sheds.

(22) The roofs of all storage tanks shall be made gas-tight except for the ventilating openings as provided in Section (20).

SECTION III.

SPECIAL REGULATIONS APPLICABLE TO INSTALLATIONS FOR THE STORAGE OF DANGEROUS PETROLEUM.

(1) The following minimum distances shall be observed, the measurements being taken between the nearest points of the perimeters of the storage tanks or storage sheds or buildings, as the case may be:—

	Feet.
Distance between tank and tank	
.. .. storage shed or building ...	*
.. .. outer boundary of installation ...	

* See Memorandum, page 5.

(2) Petroleum other than that stored in tanks shall be contained in gas-tight tinned or galvanised sheet iron, steel, or lead plate receptacles fitted with well-made filling holes and well-fitting screw plugs, or fitted with screw caps or other metal air-tight caps, subject to the following provisions :—

- (a) A sufficient air space to allow of expansion shall be left in each receptacle at the time of filling.
- (b) All receptacles shall be so substantially constructed and secured as not to be liable, except under circumstances of grave negligence or extraordinary accident, to be broken or become defective, leaky or insecure.
- (c) The nature of the contents and the words "highly inflammable" shall be distinctly marked on all receptacles before despatch from the installation.
- (d) All receptacles before being repaired shall be cleared of all dangerous petroleum and of all vapours arising therefrom.

(3) The soldering of filled tins shall not be carried out in the filling shed but shall be done in a separate building not less than 100 feet distant. The soldering irons, unless electrically heated, shall be heated in a separate compartment from that in which the soldering takes place. The opening between these two compartments through which the soldering irons are passed shall be at a height of not less than three feet from the ground and shall be provided with an iron shutter which can be lowered at once.

SECTION IV.

SPECIAL REGULATIONS APPLICABLE TO INSTALLATIONS FOR THE STORAGE OF ORDINARY PETROLEUM.

(1) The following minimum distances shall be observed, the measurements being taken between the nearest points of the perimeters of the storage tanks or storage sheds, as the case may be :—

	Feet.
Distance between tank and tank
" " " " storage shed or building ...	*
" " " " outer boundary of installation

April, 1921.

* See Memorandum, page 5.

Telephone: VICTORIA 9040.

PETROLEUM DEPARTMENT,

Communications on this subject should
be addressed to:-

2, Queen Anne's Gate Buildings,
Dartmouth Street,
S.W.1.

THE DIRECTOR,
PETROLEUM DEPARTMENT,
2, Queen Anne's Gate Buildings,
WESTMINSTER, London, S.W.1,

1st April, 1921.

and the following number quoted:-

P.D/1159.

Sir,

I am directed by Mr. Kellaway to request you to inform Mr. Secretary Churchill that this Department has had under consideration the advisability of preparing a set of model regulations in regard to storage of petroleum products for the information of local Governments and authorities in British Colonies and Protectorates.

In certain cases where the erection of bulk storage installations is now contemplated there seems to be a definite desire on the part of local authorities for some guidance as to the form which any regulations which may be introduced should take.

In many instances the tendency has been to issue regulations which have come to be regarded as unduly restrictive and which in addition to involving unnecessary cost may even discourage the provision of storage accommodation in districts where such regulations are in force.

The draft regulations enclosed which have been prepared in consultation with the Home Office, Admiralty, some of the leading petroleum companies, and the chief storage company in the United Kingdom, are accompanied by

an explanatory memorandum (copy of which is also attached) dealing with certain points on which there is still considerable divergence of opinion and in connection with

THE UNDER SECRETARY OF STATE,
COLONIAL OFFICE.

these it has been thought better while furnishing the latest information bearing on the subject, to leave it to the authorities concerned to issue regulations with such provisions as may seem desirable in order to conform with local conditions.

In preparing the memorandum and suggested regulations, due regard has been paid to a memorandum circulated by the Colonial Office in July, 1915, entitled "Memorandum as to the Landing and Storage of Oil Fuel" (Miscellaneous No. 296) which contains valuable suggestions on this subject.

Recent experience has shown that it is desirable to modify certain of the proposals then put forward, for instance in regard to danger from lightning. As explained in the accompanying memorandum the tendency at the present day is to regard lightning conductors fitted to tanks as being undesirable and a source of danger rather than a safeguard.

It is considered that the instructions on the use of the safety lamp accompanying the Colonial Office memorandum are particularly useful and it is proposed to include them in the draft memorandum.

This Department will be glad to receive any comments which Mr. Churchill may wish to make on the subject and it is thought that after the regulations have been finally approved it would be desirable to circulate copies to the Governments of the Colonies and Protectorates. It is not suggested that these regulations should have any legal force but merely that they should be circulated for information and for the use of local authorities in preparing their own legislation.

I am, etc.

(SGD) J.C. CLARKE.

(1)
CS. 1005/21
CIRCULAR.

Downing Street,

18th August, 1921.

Sir,

1st April, 1921.
Bulletin.
With reference to Mr. Bonar Law's Circular despatch of the 31st of July, 1915, I have the honour to transmit to you a copy of a letter from the Petroleum Department respecting the preparation of model regulations for the storage of petroleum in bulk installations. I also enclose copies of a Bulletin which has been published containing a memorandum on the subject and model regulations.

2. These documents are forwarded to you in order that the advice given in the above Circular and its enclosures may be brought up to date. As will be observed, the memorandum and draft regulations deal only with the technical aspects of the subject, and make no attempt to take into account the military considerations that require to be duly weighed when petroleum installations are erected at ports or in the vicinity of the sea board. The draft regulations must of course be read subject to any instructions that may from time to time be given by the Oversea Defence Committee in regard to the naval and military problems involved.

I have the honour to be,

Sir,

Your most obedient, humble servant,

WINSTON S. CHURCHILL.

The Officer Administering
the Government of

1005/21

21st February,

22.

Sir,

I am directed by the Governor to inform you that His Excellency has been advised that sufficient ventilation does not appear to have been provided in the vault which has been built by the Falkland Islands Coy., for the storage of petrol, but that it is unlikely that any danger will result if care is taken to leave the door of the vault open for a short time before entering.

2. As a necessary precaution, a notice in large red letters on a white ground should be painted on the door indicating the danger of explosion if a naked light is exposed in or near the building.

I am,

Sir,

Your obedient servant,

H. Henniker-Heaton.

Colonial Secretary.

The Manager of the
Falkland Islands Company Ltd.,
Stanley.

COLONIAL SECRETARY'S OFFICE
27 FEB. 1922
3
The Falkland Islands Company, Limited,
Stanley,

27th February, 1922.

1005/21.

Sir,

In reply to your letter of the 21st instant we will adopt the suggestion contained in the second paragraph of your letter.

As the door is already painted red we propose to leave that colour as the background and paint in white letters:-

" DANGER
NO LIGHTS."

I am,

Sir,

Yours faithfully,

W. H. M. M. M.
Manager.

The Honourable

The Colonial Secretary.

REGULATIONS MADE BY THE GOVERNOR IN COUNCIL UNDER
THE PROVISIONS OF THE PETROLEUM ORDINANCE, 1922.

1. These Regulations may be cited as the Petroleum Regulations, 1922.
2. In these Regulations :-

"Petroleum Warehouse" means any Government or licensed private warehouse for the storage of petroleum otherwise than petroleum in bulk, (i.e., in quantities exceeding five hundred gallons) contained in any one receptacle, and may include a compartment set aside for the storage of petroleum on board of a bulk or other floating vessel.
3. No smoking shall be permitted inside any petroleum warehouse.
4. All operations within any petroleum warehouse shall be conducted under the supervision of a responsible agent or supervisor.
5. A supply of sand or dry earth shall always be kept in a petroleum warehouse for the purpose of extinguishing fire.
6. No petroleum warehouse shall be open and no work in any such warehouse shall be permitted between sunset and sunrise.
7. All petroleum warehouses shall be built of nonflammable material.
8. A distance of not less than 20 feet shall be kept clear round any petroleum warehouse provided that this regulation shall not apply to a compartment on board a bulk or other floating vessel used for the storage of petroleum.

9. The Colonial Engineer may call upon the holder of a licence for a private petroleum warehouse, by notice in writing to execute any repairs of the warehouse which may appear to be necessary for the safety of the warehouse or the neighbouring property and the holder of such licence shall execute the repairs within such period, as may be fixed by the notice.
10. It shall be lawful for the Colonial Engineer or any person duly authorised in writing by him to enter into and inspect any petroleum warehouse at any time.
11. Any petroleum warehouse built prior to the coming into force of these Regulations shall be subject to these Regulations and to such other Regulations as may from time to time be made.
12. Licences for the possession of petroleum shall remain in force until the 31st day of December next following the date of the licence. A fee of five shillings (5/-) shall be paid for each such licence.
13. Licences shall be subject to the conditions endorsed thereon.
14. Licences for the possession of petroleum shall be in Form A.

Made by the Governor in Executive Council at a meeting
held on the day of

FORM A.

Licence to possess petroleum (otherwise than dangerous petroleum) otherwise than in bulk.

No.

Fee 5/-

Licence is hereby granted to.....
for the storage in the petroleum warehouse described below of
.....gallons of
petroleum subject to the provisions of the Petroleum Ordinance,
1908, and to any Regulations made thereunder.

Date.....

Colonial Engineer.

Description of petroleum warehouse above referred to.

A BILL TO REGULATE THE TRANSPORT AND STORAGE
OF PETROLEUM.

Be it enacted by the Governor of the Colony of the Falkland Islands, with the advice and consent of the Legislative Council thereof, as follows :-

- Short Title. 1. This Ordinance may be cited as "The Petroleum Ordinance, 1922".
- Definitions. 2. In this Ordinance and in any Regulations made thereunder "petroleum" means kerosine oil, rock oil, ^{Rangoon} ~~lanifera~~ oil, Burmah oil, oil made from petroleum, coal, schist, shale, peat, or other bituminous substance and any products of petroleum or of any of the above mentioned oils; "dangerous petroleum" means such petroleum as gives off an inflammable vapour at a temperature less than 85 degrees of Fahrenheit's thermometer.
- Dangerous Petroleum not to be imported without licence 3. The importation of dangerous petroleum is prohibited save under licence which may be granted by the Governor in Council on such conditions as may seem expedient.
- Petroleum not to be kept in Stanley without a licence. 4. Save as hereinafter mentioned, petroleum shall not be kept within the limits of the town of Stanley except in pursuance of a licence given by the Colonial Engineer. All petroleum kept contrary to the provisions of this section shall, together with the case containing the same be forfeited, and the person in whose possession or control such petroleum shall be found shall be liable to a fine not exceeding twenty pounds. This section shall not apply to any petroleum kept either for private use, or for sale, provided that the following conditions

are complied with :-

- (1) That it is kept in separate metal airtight cases each of which does not contain more than ten gallons
- (2) That the aggregate amount kept does not exceed fifty gallons.

Governor in
Council to
make
Regulations.

5. (1) It shall be lawful for the Governor in Council to make regulations for the mode of storage of petroleum, the nature and situation of the premises in which and the goods with which it may be stored, the mode of carrying petroleum within the limits of the Colony and generally as to the safe keeping of petroleum, as may seem expedient.

(2) Such regulations may also determine the conditions on which a licence may be issued for the storage or transport of petroleum and the fee to be paid for such licence.

Penalty for
breach of
regulations.

6. Any licensee who shall commit a breach of any such aforesaid regulation shall be liable to a fine not exceeding twenty pounds and to forfeit his licence together with any petroleum found in his possession or under his control.

Search for
petroleum.

7. (1) Where any Magistrate or Justice of the Peace is satisfied by complaint on oath that any petroleum is being kept or conveyed contrary to the provisions of this Ordinance or any Regulations made thereunder he may grant a warrant by virtue whereof it shall be lawful for any person named therein to enter the place vessel or boat named in such warrant and examine it and search for petroleum therein; and if any petroleum is found therein which is kept or conveyed contrary to law to seize, remove and detain the petroleum until a Court of Summary Jurisdiction has determined whether the same is or is not to be forfeited.

(2) Any person seizing any petroleum in pursuance of this section shall not be liable to any suit for detaining it or for any loss or damage incurred in respect of the petroleum otherwise than by any wilful act or neglect while it is so detained.

Rent for
storage in
Government
Warehouse.

8. The charge for warehouse rent for the keeping of petroleum in a Government petroleum warehouse, shall be at the rate of threepence per ten gallons or part of ten gallons payable at the time of deposit and threepence per case payable at the time of withdrawal from the warehouse. These charges shall be collected and recovered in the same manner as the rent of goods stored in the Customs Warehouse is collected and recovered.

FALKLAND ISLANDS.

Page_____

*Date** 28th. March 1922.

* To correspond with No. and date
at head of first sheet.

[illegible]

Triplicate

FALKLAND ISLANDS.

* Give No. and date to be used in correspondence with the Crown Agents.

Indent No. **120**

Date* **28th. March** 19 **22.**

† Brief description of the goods required.

Indent on the Crown Agents for the Colonies for† **Abel's Petroleum**

Testing Apparatus.

‡ Department of the Colonial Government ordering the goods.

required by the ‡ **PUBLIC WORKS**

Department.

ADDRESS.

Requisition

O. H. M. S.

C A A

O. A. G.,

STANLEY.

If necessary that goods be shipped by a fixed date or by a particular vessel enter instructions here and briefly indicate reason for necessity

*Estimated total cost in sterling exclusive of packing and freight £ **10. 0. 0.***

Any other instructions to the Crown Agents as to the execution of this indent as a whole

No tin-lined cases to be supplied.

Space for local use only.

Charge to:-

The Public Works Store Advance A/o.

Estimated Freight etc. 10/-

I hereby certify that the above requisition is made for the current supply of an established and customary service sanctioned by His Majesty's Government, and that the expenditure has been duly sanctioned by **the Public Works Store Advance A/o.**

Approved,

Herbert H. Allen
Colonial Secretary

GOVERNOR.

R. B. Asely

Head of Department.

Colonial Engineer,

FALKLAND ISLANDS.

Page _____

*Indent No.**

Date*

28th. March 1922.

* To correspond with No. and date
at head of first sheet.

Item No.	Quantity.	Description of Articles.	ESTIMATED COST IN ENGLAND.			Remarks.	
			Rate.	Total. £ s. d.			
I	I	Abel's Petroleum Testing testing Apparatus.		10	0	0	
		Freight and other charges.			10	0	
				£10.	10	0	

Falkland Is. 1566

6

The Crown Agents for the Colonies present their
compliments to The Colonial Secretary,

Indent No. 120

Dated 28.3.22.

Dept. P. W. D.

Crown Agents' Req. No. 1566

and have the honour to enclose copies of the undermentioned accepted tenders in connection with the indent noted in the margin.

Unless a further advice is sent you it may be assumed that the date promised for delivery in England will be adhered to.

OFFICE OF THE CROWN AGENTS FOR THE COLONIES,
4, MILLBANK, LONDON, S.W. 1.

1st June, 1922

I. D.

W

Falkland Is. 1566/1.

The above file mark must be quoted on all communications regarding this contract

THE CHIEF ENGINEER,
Office of the Crown Agents for the Colonies,
4, Millbank, Westminster, London, S.W. 1.

To:— No. Inspection.

Messrs. Baird & Tatlock,
14, Cross Street,
Hatton Garden,
E. C. 1.

Indent No. 120 of 28.3.22.

Account

Dept. P.W.D.

Tender to the Crown Agents for
the Colonies for the supply of

NO. OF ITEM.	QUANTITY.	The address must be stencilled or painted on the articles or packages. Paper or Parchment labels are not to be used. Articles which are loose or bundled and are too small to bear the address are to be marked with metal labels securely fastened with wire.	RATE.	AMOUNT.		
1	1	Abel's Petroleum testing apparatus. (4996) Full particulars of the apparatus should accompany tender. Accepted. 1.6.22.		12	-	-

- (a) See Clause 21 overleaf.
(b) If economy can be effected by so doing, the goods should be sent by Parcel Post, sub-divided if necessary.
(c) Discounts and trade allowances of every kind to be deducted, so as to show the nett amount payable. If no discounts are allowed the tender should be marked nett. The Crown Agents claim to be placed on the footing of the most favoured wholesale shippers, and they will decline to deal a second time with any Firm that does not so treat them.
(d) Firms may quote alternatively for delivery at any other port at which they can deliver f.o.b. cheaper than that stated.

We hereby agree to supply, in accordance with General Conditions of Contract No. 1, dated August, 1913, on back hereof, the articles above specified, at the price set against each, which includes all charges (see Note), and to deliver free on board ship within 14 days from the date of order.

Cost of packing for export ...	£	15	-
(a) Cost of delivery f.o.b.	£		
(b) Alternative, cost of packing and postage to	£		
(c) Trade and Shipping allowances per cent. on £	Total £		
Cash discount for prompt payment per cent. on £	£		
Net amount payable (including all charges) on receipt of Bills of Lading, Parcels, Receipt or Certificate of Postage.	£	12	15 -
(d) Alternative, total net cost f.o.b.	= £		

Signature Baird & Tatlock.
Address 15, & 15, Cross Street, Hatton Gardens E.C. 1
Dated this 25th day of May, 1922

Date of Issue :—

THE FOLLOWING SPACE TO BE LEFT BLANK BY FIRM TENDERING.

I. D.

CROWN AGENTS FOR THE COLONIES.

GENERAL CONDITIONS OF CONTRACT.

No. 1.

Definitions.	1. In these conditions and in any specifications or special conditions annexed hereto— (a) The words "Crown Agents" shall mean the Crown Agents for the Colonies. (b) The word "Engineer" shall mean the Consulting Engineer or Engineers for the time being of the works for which the work under this Contract is required. (c) The word "Inspector" shall mean the Chief Inspecting Engineer appointed by the Crown Agents to inspect the work. (d) The word "Colony" shall mean the Colony or Protectorate for which the work is intended. (e) The word "Contractor" shall mean any person or persons whose tender for the work referred to shall be accepted by the Crown Agents. (f) The word "work" shall mean materials of every kind in every stage of their preparation.	
Contract not to be subject.	2. The Contractor shall not without the written consent of the Crown Agents assign or sublet this Contract or any part thereof nor allow any portion of the work to be done otherwise than in his own establishment.	
Contractor to indemnify Crown Agents.	3. The Contractor shall indemnify the Crown Agents against all claims at any time on account of patent rights or royalties whether for manufacture or for use in the Colony.	
Alterations.	4. The Crown Agents or the Engineer shall have the power of requiring reasonable alterations in the work or in any of its details and if such alterations do not involve extra expense no payment shall be made in respect of them. If the alterations diminish the value of the work to be done the Contractor shall allow a reduction in the contract sum of such amount as the Engineer shall certify to be reasonable or as shall when there is no Engineer be agreed upon.	
Payment for extra work.	5. The Contractor shall not receive payment beyond the Contract sum for any work which he may consider should be paid for as an extra, unless such work shall have been ordered in writing by the Crown Agents as extra work.	
Additions or deductions.	6. The Crown Agents shall have the power of ordering reasonable additions to or deductions from the quantities or weights specified and these additions or deductions shall be allowed for at the Contract rates.	
Extension of time for additions.	7. In the event of additions to the quantities being ordered the Crown Agents may if they think it necessary extend the time for delivery to such extent as they may consider reasonable and proper.	
Discrepancies between Drawings and Specification.	8. Should there be any discrepancy between the Contract Drawings and the Specification or any inconsistency or omission in either of them reference must be made to the Inspector (or to the Crown Agents when no Inspector has been appointed) for an explanation and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.	
The work to be delivered complete.	9. The Contractor shall deliver the whole of the work complete in all its parts and furnished with every necessary detail and fitting notwithstanding any omission or inconsistency in the Contract Drawings and Specification.	
Inspector to approve methods.	10. Before proceeding to execute any work the Contractor shall obtain the Inspector's approval of the manner in which the Contractor proposes to execute each portion of the work and shall furnish such drawings or information as the Inspector shall require.	
Contractor to take all risks.	11. The Contractor shall take all risks of accident or damage to the work from whatever cause arising and shall be responsible for the sufficiency of all means used by him for the fulfilment of the Contract and shall not be relieved from such responsibility by any approval which may have been given by the Crown Agents the Engineer or the Inspector.	
Means of testing.	12. All labour assistance tools gauges articles or apparatus which the Inspector may require for the purpose of testing inspection or gauging shall be provided by the Contractor free of charge.	
Work to be to satisfaction of Inspector.	13. The work is to be executed in strict conformity with the Contract Drawings and Specification. The materials and fittings of every kind used are to be free from defects and unless otherwise specified are to be of the best description of their respective kinds. The workmanship is to be of first class character and the degree of finish such as the Inspector shall require.	
Powers of Inspector.	14. The Inspector will adopt any means he may think fit to satisfy himself that the materials specified are actually used and he shall have power throughout the contract either personally or by deputy to inspect in any manner he may think fit without giving previous notice the entire work or any part thereof at every stage of progress and wherever the work or any part thereof may be in progress; to amend and alter anything he may think fit; and to reject any parts of the work of which he may disapprove. If any work is so rejected the Contractor shall at once execute it afresh to the entire satisfaction of the Inspector.	
Notice to be given to Inspector.	15. The Contractor shall give the Inspector at least one week's notice in writing previous to any of the work being ready for inspection.	
Check tests or analyses.	16. When tests or analyses are considered necessary by the Engineer or Inspector in addition to those made by the Inspector on the Contractor's or Sub-Contractor's premises the tests or analyses will be made by persons appointed by the Crown Agents. The Contractor will pay the cost of supply and carriage of samples. The cost of the tests or analyses will be paid by the Crown Agents if they show the material to be in accordance with the Specification; but if not their cost will be borne by the Contractor.	
Payment by weight.	17. The Contractor shall if required weigh the whole or any portion of the work in the presence of the Inspector or his deputy and where the work is to be paid for by weight the Contractor shall only be paid for the net weights delivered. Notwithstanding the existence of any trade custom the weight of wrappers battens or other material used in packing shall not be included in the weight for payment.	
Packing.	18. The Contractor must provide and include in his Contract sum the cost of all packing including cases materials and labour. He will be held responsible for the work being so packed as to ensure its being free from loss or injury on arrival at its destination in the Colony.	
Inspector's certificates.	19. Until the Inspector shall have given his certificate of approval none of the work will be considered as accepted by the Crown Agents nor must it be sent away and should any defects be discovered before shipment they must be immediately remedied by the Contractor.	
Place of delivery.	20. The work is to be delivered free on board vessels lying in any dock alongside any pier or wharf or in any part of the stream at any of the ports named in the Tender as the Crown Agents may direct; the cost of such delivery must be included in the Contract sum. Should the Crown Agents require delivery to be made at a port not named in the Tender the Contractor shall only receive the exact additional or less (as the case may be) cost of delivery at that port. The work will remain at the Contractor's risk in all respects until delivery has been taken when the Crown Agents' risk will begin.	
Dock and Harbour dues.	21. All dock and harbour dues and charges (including Clyde Dues) are, where charged, payable by the Contractor and must be included in the Contract. Railway Material. Railway Stores. Coal and Coke.—All Dock, Harbour Dues and charges (including Clyde Dues) are payable at all ports by the Contractors. Other Stores.—London and Bristol—Two-thirds of published rates are payable by Contractors. Southampton.—Dock charge for labour is payable by Contractors. Other Ports.—Crown Agents' cargo is exempt. Port of London Authority Port Rate. All Crown Agents' cargo is exempt.	
Freight arrangements.	22. Freight for the conveyance of the work to the Colony will be engaged by the Crown Agents. Shipping particulars will be sent as soon as possible by the Contractor to the Crown Agents' Shipping Office at 13 Great St. Helen's London E.C. 4 where instructions will be issued for delivery to a ship. Should the work not be delivered in accordance with such instructions the Contractor shall be liable to the Crown Agents for any loss or expense which they may incur by reason of the non-delivery. The Crown Agents shall however have the power to delay deliveries for any reasonable period to suit their shipping arrangements and the work will remain at the Contractor's risk in all respects until delivery has been taken.	
	23. Packages containing dangerous goods (see Section 446 Merchant Shipping Act 1894) must be marked by the Contractor as provided in the Statute and specially reported to the Crown Agents' Shipping Office attention being also drawn to them in the Shipping particulars.	Dangerous goods.
	24. Directly the work is ready for shipment the Contractor will give notice in writing to the Crown Agents' Shipping Office and he will forward to the Crown Agents at 4 Millbank S.W. 1 four copies of invoice and three copies of shipping particulars showing the number marks measurement, weight (gross and net) and contents of each package. The invoices should be made out on special forms supplied by the Crown Agents from whom copies can be obtained on application. Packing particulars should be made out on Contractor's own forms. Invoices should follow the wording and order of the tender form whenever this can be done without being misleading as to the nature of the goods or the package in which they will be found. They must give full trade descriptions of each article. When section letters page numbers item numbers or other identifications are given in the form of tender these must be quoted on the invoices. If the work is shipped by instalments separate invoices and shipping particulars will be rendered for each instalment and will enumerate only what is included in that instalment.	Invoices and shipping particulars.
	25. Subject to any deductions to which the Contractor may become liable under the Contract payment will be made to the Contractor within reasonable time after the bills of lading have been received by the Crown Agents provided that the Inspector shall have given his certificate that the work has been completed to his entire satisfaction.	Payment.
	26. The contract time for delivery shall be the period or periods named in the Tender or agreed upon with the Crown Agents reckoned from the date on which the work is ordered by the Crown Agents.	Contract time for delivery.
	27. Should the Contractor anticipate at any time during the execution of the Contract that he will be unable to deliver the work within the Contract time he must at once give notice accordingly in writing to the Crown Agents explaining the cause of the delay.	Contractor to give notice of delay.
	28. Failure to deliver within the Contract time will in addition to any other liabilities incurred by the Contractor under this Contract subject the Contractor to a deduction from the Contract sum as and for liquidated damages and not as a penalty of 1 per cent. per week on the value of any work which may be in arrears until as the Crown Agents are of opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the Contractor in which case the Crown Agents on the advice of the Engineer when there is one will decide the extent if any to which the deduction shall be remitted. Delays in the supply of materials to the Contractor will not be admitted as a ground for the remission of deductions excepting so far as they may have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials.	Deductions for delay.
	29. Any drawings tracings or descriptions specified must unless otherwise specified be furnished by the Contractor with the first consignment of the work to which they refer and payment will not be made by the Crown Agents until such drawings tracings or descriptions have been furnished to the satisfaction of the Engineer.	Drawings, &c.
	30. Should the Contractor become bankrupt or insolvent or should he suspend payment or compound with his creditors or from any other cause whatever become unable or fail to carry on the Contract with efficiency; or should he not progress with the work in the manner intended by the Contract or not have work ready for delivery in conformity with the terms of the Contract; or should his preparations for commencement and his subsequent rate of progress be slow from any cause whatever that in the opinion of the Crown Agents he will be unable to complete the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Crown Agents or Inspector or in any other respect act contrary to the terms of the Contract; then the Crown Agents on the advice of the Engineer when there is one shall have power to declare the Contract at an end and the Contractor shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration after deduction of any sum payable under the conditions of the Contract. The Contractor shall in addition be liable to pay to the Crown Agents or the Crown Agents shall be entitled to further deduct the value of any expense loss or damage (including any excess difference between the Contract price of the work to be done under this Contract or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid and the price which the Crown Agents may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Crown Agents may be put to or sustain by reason of or in connection with the Contractor's breach of Contract.	Crown Agents may determine Contract.
	31. Should there be any discrepancy between these General Conditions and any Special Conditions or Specifications of this Contract the Special Conditions or Specifications shall be followed in preference to the General Conditions.	Discrepancies in Conditions.
	32. Nothing in these General Conditions or in any part of the Contract shall be deemed to impose any personal liability on the Crown Agents or on any of them.	Personal liability of Crown Agents.
	33. In pursuance of the Act 22 Geo. III. Cap 45 no Member of the House of Commons shall be admitted to any share or part in the contract or to any benefit to arise therefrom except so far as Section 3 of the Act applies. This section runs as follows:— "Provided always, and be it enacted, that nothing herein contained shall extend, or be construed to extend, to any contract, agreement, or commission, made, entered into, or accepted, by any incorporated trading company in its corporate capacity, nor to any company now existing or established and consisting of more than ten persons, where such contract, agreement, or commission, shall be made, entered into, or accepted, for the general benefit of such incorporated company."	Disqualification of Members of the House of Commons.
	34. The Contractor shall pay rates of wages and observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or, in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district, those recognised and prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further, the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of the Fair Wages Clauses are being observed. The Contractor shall be prohibited from transferring, or assigning, directly or indirectly, to any person or persons whatever, any portion of his contract without the written permission of the Crown Agents. Subletting, other than that which may be customary in the trade concerned, shall be prohibited. The Contractor shall be responsible for the observance of the Fair Wages Clauses by the Sub-Contractor.	Fair Wages Clauses.
	35. The Contractor shall cause the preceding condition to be prominently exhibited for the information of his workpeople on the premises where work is being executed under the Contract. Printed copies of such notice will be supplied on application to the Crown Agents. In trades where it is the practice, the Contractor shall also cause to be exhibited, or have available for inspection, a copy of any signed agreement determining the rates of wages and hours of labour commonly recognised by employers and trade societies in the district.	
	36. The Contractor shall keep proper wages books and time sheets, showing the wages paid and the time worked by the workpeople in his employ in and about the execution of the Contract, and such wages books and time sheets shall be produced whenever required for the inspection of any officer authorised by the Crown Agents.	

INSTRUCTIONS TO FIRMS TENDERING.

The original tender form is to be filled in complete in every respect and delivered, properly sealed, by hand or by post, not later than noon on the date named on the face of the form. If no such date appears, the form should be returned as soon as possible.

The duplicate tender form is intended to be retained by the firm.

Both forms should be returned to the Crown Agents at once if the firm is unable or unwilling to tender.

The Crown Agents do not bind themselves to accept the lowest or any tender and they reserve to themselves the right of accepting any tender wholly or in part.

Copies of any drawings referred to in the Specification can be seen at the Crown Agents' Office, and can be obtained from Mr. W. J. Harrison, 7, Carteret Street, S.W. 1, on payment of a sum not exceeding 2/- where one print only is required, and 2/- for the first print and 1/- for the second and all succeeding prints when more than one drawing is quoted on the tender form. These rates are for prints not exceeding 40" x 29", larger sheets being charged at special rates.

ORIGINAL SHIPPING ADVICE.

The Crown Agents for the Colonies have to report the undermentioned shipment:—

" P. 2. 1566/1 " (This reference and the date of this letter)
B/L (should be quoted in all communications.)

9

Colony Falkland Islands
Indent No. 120
Dept. P.W. Special A/c (if any) --
Steamer Ortega
From Liverpool
To Falkland Islands
Consigned to D.A.G.
Date of shipment 11/7/22

The documents enclosed will enable the consignee to obtain possession of and to check the goods. Complete documents shewing the total cost of this consignment will be sent with the duplicate advice.

Attention is drawn to the desirability of weighing packages immediately landed, particularly if there be any reason to suspect pilferage or any shortage. Information as to weight is of service when urging claims.

NUMBERS OF PACKAGES.	DESCRIPTION OF STORES.	REMARKS.
238	1 Case Apparatus	

ENCLOSURES.

Bill of lading

Invoice:—

Baird & Tatlock (London) Ltd.

Packing Particulars.

£

s.

d.

1

12

12

6

To The Colonial Secretary,

FALKLAND ISLANDS.

Date 10/7/22

BB.

Office of the Crown Agents for the Colonies,
4, Millbank, London, S.W. 1.

Shipping Particulars.M A R K S

REqn	<u>O.H.M.S.</u>
1566	
C.A.	STANLEY
↑	FALKLAND Is.

<u>Case No.</u>	<u>Measurements.</u>	<u>Weight.</u>			<u>Contents.</u>
		<u>cwt</u>	<u>grs</u>	<u>lbs.</u>	
238.	21 x 14 x 13	.	1	12	Oil Testing App.

Shipped per S.S. "Ortega"

9

A BILL TO REGULATE THE TRANSPORT AND STORAGE
OF PETROLEUM.

Be it enacted by the Governor of the Colony of the Falkland Islands, with the advice and consent of the Legislative Council thereof, as follows :-

- Short Title. 1. This Ordinance may be cited as "The Petroleum Ordinance, 1922".
- Definitions. 2. In this Ordinance and in any Regulations made thereunder "petroleum" means kerosine oil, rock oil, ~~lanifera~~ ^{Panama} oil, Burmah oil, oil made from petroleum, coal, schist, shale, peat, or other bituminous substance and any products of petroleum or of any of the above mentioned oils; "dangerous petroleum" means such petroleum as gives off an inflammable vapour at a temperature less than 83 degrees of Fahrenheit's thermometer.
- Dangerous Petroleum not to be imported without licence. 3. The importation of dangerous petroleum is prohibited save under licence which may be granted by the Governor in Council on such conditions as may seem expedient.
- Petroleum not to be kept in Stanley without a licence 4. Save as hereinafter mentioned, petroleum shall not be kept within the limits of the town of Stanley except in pursuance of a licence given by the Colonial Engineer. All petroleum kept contrary to the provisions of this section shall, together with the case containing the same be forfeited, and the person in whose possession or control such petroleum shall be found shall be liable to a fine not exceeding twenty pounds. This section shall not apply to any petroleum kept either for private use, or for sale, provided that the following conditions

are/

are complied with :-

- (1) That it is kept in separate metal airtight cases each of which does not contain more than ten gallons
- (2) That the aggregate amount kept does not exceed fifty gallons.

Governor in
Council to
make
Regulations.

5. (1) It shall be lawful for the Governor in Council to make regulations for the mode of storage of petroleum, the nature and situation of the premises in which and the goods with which it may be stored, the mode of carrying petroleum within the limits of the Colony and generally as to the safe keeping of petroleum, as may seem expedient.
- (2) Such regulations may also determine the conditions on which a licence may be issued for the storage or transport of petroleum and the fee to be paid for such licence.

Penalty for
breach of
regulations.

6. Any licensee who shall commit a breach of any such aforesaid regulation shall be liable to a fine not exceeding twenty pounds and to forfeit his licence together with any petroleum found in his possession or under his control.

Search for
petroleum.

7. (1) Where any Magistrate or Justice of the Peace is satisfied by complaint on oath that any petroleum is being kept or conveyed contrary to the provisions of this Ordinance or any Regulations made thereunder he may grant a warrant by virtue whereof it shall be lawful for any person named therein to enter the place vessel or boat named in such warrant and examine it and search for petroleum therein; and if any petroleum is found therein which is kept or conveyed contrary to law to seize, remove and detain the petroleum until a Court of Summary Jurisdiction has determined whether the same is or is not to be forfeited.

(2) Any person seizing any petroleum in pursuance of this section shall not be liable to any suit for detaining it or for any loss or damage incurred in respect of the petroleum otherwise than by any wilful act or neglect while it is so detained.

Rent for
storage in
Government
Warehouse.

8. The charge for warehouse rent for the keeping of petroleum in a Government petroleum warehouse, shall be at the rate of threepence per ten gallons or part of ten gallons payable at the time of deposit and threepence per case payable at the time of withdrawal from the warehouse. These charges shall be collected and recovered in the same manner as the rent of goods stored in the Customs Warehouse is collected and recovered.

9

GENERAL SPECIFICATION OF WAREHOUSE FOR THE STORAGE OF
PETROLEUM as shown in Drawing No. 52.

Capacity of building; storage for 270 cases (8 gallon) of Kerosene, 138 drums (10 gallon) of Shale Oil and 15 drums (10 gallon) of Petrol.

The building to be constructed of channel and angle iron with roof and walls of corrugated steel and floor of concrete. Nothing of a combustible nature to be used in the construction.

<u>Main uprights.</u>	To be of 4"x 2" channel-iron, the feet to be built in concrete for a depth of 3'.
<u>Braces and ties.</u>	To be of 2"x 2" angle-iron, bolted to main uprights with $\frac{1}{2}$ " bolts.
<u>Roof and Braces.</u>	To be of 2"x 2" angle-iron.
<u>Walls and Roof.</u>	To be of 22 gauge corrugated steel bolted together and attached with bolts to braces and ties.
<u>Partitions.</u>	To be of 24 gauge corrugated steel, bolted together and attached with bolts to cross braces.
<u>Floor.</u>	Concrete, with side walls 1'x5". Floor to be run to 4" gulley outlet.
<u>Drain.</u>	4" earthenware sealed pipe drain to run to sea. Water from roof used to flush drain.
<u>Doors.</u>	To be of 3/16" flat galvanized iron, stiffened with 1 1/4" angle-iron.
<u>Light.</u>	One light with iron frame attached to corrugated sheet to be placed in each gable.
<u>Ventilation.</u>	Raised ventilator of corrugated steel on the top of roof span.
<u>Painting.</u>	Exterior only, to receive two coats anti-corrosive paint.
<u>Petrol Store.</u>	To be constructed of concrete and walls to be fitted with fool-proof iron ventilators, one at the bottom of wall and one at the top.
<u>Cost.</u>	Estimated cost £170.

R. B. Basely

Colonial Engineer.

11/12/22.

Triplicate

FALKLAND ISLANDS.

10

* Give No. and date to be used in correspondence with the Crown Agents.

† Brief description of the goods required.

Indent No.* 163.

Date* 1st. February 1923.

Indent on the Crown Agents for the Colonies for† Structural ironwork.

* Department of the Colonial Government ordering the goods.

required by the† PUBLIC WORKS

Department.

ADDRESS.

Requisition

O. H. M. S.

C A

O. A. G.,

STANLEY.

If necessary that goods be shipped by a fixed date or by a particular vessel enter instructions here and briefly indicate reason for necessity.

Estimated total cost in sterling exclusive of packing and freight £ 89. 3. 6.

Any other instructions to the Crown Agents as to the execution of this indent as a whole

No tin-lined cases to be supplied.

Space for local use only.

Charge to:- The Public Works Store Advance A/c.

Estimated total cost £100. 0. 0.

I hereby certify that the above requisition is made for the current supply of an established and customary service sanctioned by His Majesty's Government, and that the expenditure has been duly sanctioned by the Public Works Store Advance A/c

Approved,

Colonial Engineer

R. B. Basely

Head of Department.

Colonial Engineer.

GOVERNOR.

FALKLAND ISLANDS.

[INSIDE SHEET.]

Page I.

Indent No.* 163

Date* 1st. February, 1923.

To correspond with No. and date at head of first sheet.

Item No.	Quantity.	Description of Articles.	ESTIMATED COST IN ENGLAND.				Remarks.
			Rate.	Total.	£	s.	
I	6	Lengths of Channel Iron, 12'x 4"x 2".	40/-	I2	-	-	
2	240 feet	2" Angle Iron.	I/I	I3	-	-	
3	60 do.	" " " curved with 6' radius for roof.	I/2	3	I0	-	Item 3; 4 spans required.
4	80 do.	I 1/4" Angle Iron.	-/6d	2	-	-	
5	30 sheets	Corr: Iron, 22 gauge, 9' long	6/6	9	I5	-	
6	5 do.	" " " " 6' "	4/6	I	2	6	All iron and steel goods to be well galvanized.
7	22 do.	" " " " 7' " curved with 6' radius for roof	6/2	6	I5	-	
8	3 do.	Corr: iron, 24 gauge, 5' long.	3/-		9	-	
9	5 do.	" " " " 9' "	5/6	I	7	6	
10	I	Roof Ventilator with fixed louvres, 2' long (No. 6I, page II2, Catalogue No. I6) to fit curved roof (see item 7)	-	4	-	-	From Messrs F.Braby & Co
11	10 gross	Bolts and washers, with cone heads and square nuts 3/4"x 9/32"	20/-	I0	-	-	
12	2	"Coronation" Deadlights I'x I'6" in 5' Corr: sheets 22 gauge.	30/-	3	-	-	
13	7 lengths	Ridging, 22 gauge, 12" girth.	3/6	I	4	6	
14	2	Plates 1/4" steel, 2'6"x 6'	25/-	2	I0	-	
15	2	" " " 2'x 6'	20/-	2	-	-	
16	I	" " " 2'6"x 6'6"		I	I0	-	
17	4 pairs	Wrought iron hinges 3'x I 3/4"x 5/8'	8/-	I	I2	-	
18	72 feet	Half-round eaves gutters, 4"	I/-	3	I2	-	
19	2	Stop ends for item 18	2/-		4	-	
20	I	Eaves gutter outlet, 4" 1/2round	-		3	-	
21	2	" " angles " "	6/-		I2	-	
22	I	Down pipe, 3"	-		6	-	
23	I2	Gutter brackets (No. 7) to fit 4" half-round gutters.	5/-	3	-	-	
24	I gross	Gutter bolts 3/4"x 1/4"	-		5	-	
Carried forward				83	I7	6	

R.R.M.

FALKLAND ISLANDS.

Page 2.

*Indent No.**

Date*

~~1st. February, 1923.~~

- To correspond with No. and date at head of first sheet.

Item No.	Quantity.	Description of Articles.	ESTIMATED COST IN ENGLAND.			Remarks.	
			Rate.	Total. £ s. d.			
		Brought Forward.....		83	17	6	
25	2 gross	Hexagon headed bolts 1½"x ½"	30/-	3	-	-	
26	2	Runners for sliding door; door of ½" plate and weighing about one cwt.	20/-	2	-	-	
27	6 feet	2" welded wrought pipe	-		6	-	
				89	3	6	
		Estimated Freight etc.		10	16	6	
		Total.....		£100	0	0	

THE CHIEF ENGINEER,

Office of the Crown Agents for the Colonies,
4, Millbank, Westminster, London, S.W. 1.

W

Failland Is. 1631/1

The above file mark must be quoted on all communications regarding this contract.

To:— No Inspection.

Messrs. F. Braby & Co. Ltd.,
110, Cannon Street,
E. C.

Accepted. 25.4.23.

Indent No. 163

Dated... 1.2.23.

Account

Dept. P.W.D.

Tender to the Crown Agents for } Angle Iron, Bolts & Washers, Corr.Iron etc.
the Colonies for the supply of }

FOR INSTRUCTIONS AS TO TENDERING, SEE BACK OF LAST PAGE.

NO. OF ITEM	QUANTITY.	DETAILED DESCRIPTION OF ARTICLES.	RATE.	AMOUNT.		
		Unless otherwise stipulated in the Crown Agents' Specification the address must be stencilled or painted on all articles or packages, and a detailed list of the contents enclosed. Paper or Parchment labels are not to be used. Articles which are loose or bundled and are too small to bear the address are to be marked with metal labels securely fastened with wire. The Port of destination must be clearly marked on all packages in letters at least two inches high.				
1	6	Lengths of Channel IRON 12' x 4" x 2" x $\frac{1}{4}$ "	22/6d each	6	15	-
2	240 ft.	2" Angle IRON 2" x $\frac{1}{4}$ " in Long random lengths	1/-ft.	12	-	-
3	60 do	" " " curved with 6' radius for roof. not holed	2/3ft	6	15	-
4	80 do.	1.1/4" Angle IRON x 1" x $\frac{1}{4}$ " in long random lengths	9d ft	3	-	-
5	30 sheets	Corr; IRON , 22 gauge, 9' long. x $\frac{8}{3}$ "	7/lea	10	12	6
6	5 do.	" " " " 6' " do	4/9 ea	1	3	9
7	22 do.	" " " " 7' " curved with 6' radius for roof. $\frac{8}{3}$	5/9 ea	6	6	6
8	3 do.	Corr: IRON , 24 gauge, 5' long x $\frac{8}{3}$ "	3/6 ea		10	
9	5 do.	" " " " 9' " do.	6/-ea	1	10	
10	1	Roof Ventilator with fixed louvres, 2' long (No.61, page 112, Catalogue No.16) to fit curved roof (see item 7) <u>Packed in case.</u>			2	
11	10 gross	Bolts and washers, with cone heads and square nuts $\frac{3}{4}$ " x $\frac{9}{32}$ " Patent puttyless	5/-gr.	2		
12	2	"Coronation" Deadlights 1' x 1'6" in 5' Corr: sheets 22 gauge. $\frac{8}{3}$ " Daylight opening 36" x 18" wide, packed in skelton crate. x			2	
13	7 lengths	Ridging, 22 gauge, 12" girth. x 6ft.long.plain	2/6 length			
14	2	Plates 1/4" steel, 2'6" x 6'	34/- each	3		
15	2	" " " 2' x 6'	27/- each	2	14	
16	1	" " " 2'6" x 6' 6"	37/- each	1	17	
		Steel would be supplied. Carried forward		64	16	

If Deadlight required with daylight opening 18" long x 12" wide the price would be the same.

CROWN AGENTS FOR THE COLONIES

GENERAL CONDITIONS OF CONTRACT

No. 1.

Definitions.

1. In these Conditions and in any Specifications or Special Conditions annexed hereto:—

(a) The words "Crown Agents" shall mean the Crown Agents for the Colonies.

(b) The word "Engineer" shall mean and include the Consulting Engineer or Engineers for the time being of the works under this Contract or if none shall have been appointed then the Engineer-in-Chief for the time being of the Crown Agents and any deputy duly authorised by them or him.

(c) The word "Inspector" shall mean the Chief Inspecting Engineer or other Inspector appointed by the Crown Agents to inspect the work.

(d) The word "Colony" shall mean the Colony or Protectorate for which the work is intended.

(e) The word "Contractor" shall mean the person, firm or Company whose Tender for the work referred to shall be accepted by the Crown Agents.

(f) The word "Work" shall include materials of every kind, in every stage of their preparation.

Contract not to be sub-let.

2. The Contractor shall not without the written consent of the Engineer assign or sublet this Contract or any part thereof, nor allow any portion of the work to be done otherwise than in his own establishment and any such consent shall not relieve the Contractor of his liability under this Contract.

Contractor to indemnify the Crown Agents.

3. The Contractor shall indemnify the Crown Agents against all claims at any time on account of patent rights or royalties whether for manufacture or for use in the Colony.

Alterations, additions and deductions.

4. The Crown Agents or the Engineer shall have the power of requiring reasonable alterations in, additions to, or deductions from the work or any of its details, or in to or from the quantities or weights specified, and if such alterations or additions do not involve extra expense no payment shall be made in respect of them. If the Engineer considers that the alterations or deductions diminish the value of the work to be done the Contractor shall allow a reduction in the Contract sum of such amount as the Engineer shall certify to be reasonable.

Payment for extra work.

5. The Contractor shall not receive payment beyond the Contract sum for any work which he may consider should be paid for as an extra unless such work shall have been ordered in writing by the Crown Agents or the Engineer as extra work, or unless the Contractor shall have claimed in writing that it should be paid for as an extra, and the Engineer shall have certified in writing that the claim is reasonable and proper.

Extension of time for additional work.

6. In the event of additional work or alterations being ordered the Crown Agents shall extend the time for delivery to such extent (if any) as the Engineer may certify to be reasonable and proper.

Discrepancies between Drawings and Specification.

7. Should there be any discrepancy between the Contract Drawings and the Specification or any inconsistency or omission in either of them, reference must be made to the Engineer for an explanation and the Contractor will be held responsible for any errors that may occur in the work through neglect of this precaution.

Work to be delivered complete.

8. The Contractor shall deliver the whole of the work complete in all its parts and furnished with every necessary detail and fitting notwithstanding any omission or inconsistency in the Contract Drawings and Specification.

Inspector to approve methods.

9. Before proceeding to execute any work, the Contractor shall obtain the Inspector's approval of the manner in which the Contractor proposes to execute each portion of the work and shall furnish such Drawings or information as the Inspector shall require.

Contractor to take all risks.

10. The Contractor shall take all risk of accident or damage to the work from whatever cause arising and shall be responsible for the sufficiency of all means used by him for the fulfilment of the Contract and shall not be relieved from such responsibility by any approval which may have been given by the Crown Agents, the Engineer or the Inspector.

Inspection and testing.

11. The Contractor shall afford the Inspector all proper and reasonable facilities for examining, inspecting, testing and gauging the materials, machinery and workshop used, or intended to be used, for the purposes of this Contract and shall also supply free of charge such apparatus, materials, tools, gauges or labour and assistance as may be required from time to time for the purpose of such examination, inspection, testing and gauging.

Work to be to satisfaction of Inspector.

12. The work is to be executed in strict conformity with the Contract Drawings and Specification. The materials and fittings of every kind used are to be free from defects and unless otherwise specified are to be of the best description of their respective kinds. The workmanship is to be of first class character and finish such as the Inspector shall require.

Powers of Inspector.

13. The Inspector may adopt any means he may think fit to satisfy himself that the materials specified are actually used and he shall have power throughout the Contract, either personally or by deputy to inspect in any manner he may think fit, without giving previous notice, the entire work or any part thereof at every stage of progress and wherever the work or any part thereof may be in progress; to amend and alter anything he may think fit; to reject any parts of the work which he may disapprove. If any work is so rejected, the Contractor shall at once execute it afresh to the entire satisfaction of the Inspector.

Notice prior to inspection. Check tests or analyses.

14. The Contractor shall give the Inspector due notice in writing previous to any of the work being ready for inspection.

15. When tests or analyses are considered necessary by the Engineer or Inspector in addition to those made by the Inspector on the Contractor's or Sub-contractor's premises, the tests or analyses will be made by persons appointed by the Crown Agents. The Contractor will pay the cost of supply and carriage of samples. The cost of tests or analyses will be paid by the Crown Agents if such tests or analyses show the material to be in accordance with the Specification; but if not, such costs shall be borne by the Contractor.

Packing.

16. The Contractor must provide and include in his Contract sum the cost of all necessary packing including cases, materials and labour. He will be held responsible for the work being so packed as to ensure as far as possible its being free from loss or injury on arrival at its destination in the Colony.

Inspector's Certificates.

17. Until the Inspector shall have given his Certificate of approval, the Contractor must not send any of the work forward for shipment and should any defects be discovered after despatch from the Contractor's works they must be immediately remedied by the Contractor at his own expense notwithstanding any previous approval by the Inspector.

Place of delivery.

18. The work is to be delivered free on board vessels lying in any dock alongside any pier or wharf or in any part of the stream as the case may be at any of the ports named in the Tender as the Crown Agents may direct; the cost of such delivery must be included in the contract sum. Should the Crown Agents require delivery to be made at a port in the United Kingdom not named in the Tender, the Contractor shall only receive the exact cost of delivery at that port. The work will remain at the Contractor's risk in all respects until delivery has been taken when the Crown Agents' risk will begin.

Dock and Harbour dues.

19. All dock and harbour dues and charges (including Port of London port rates and Clyde dues) where charged are payable by the Contractor and must be included in the Contract.

RAILWAY MATERIAL, COAL, COKE AND OIL TO BE USED TO GENERATE HEAT OR TO PRODUCE POWER.—All Dock, Harbour dues and charges (including Port of London port rates and Clyde dues) are payable in full at all ports by the Contractor.

OTHER STORES.—London and Bristol.—Eleven-twelfths of published consolidated rates for Dock and Harbour dues, Wharfage, etc., are payable by the Contractor and in the case of London 75 per cent. of the London port rates.

Southampton.—Dock charge for labour is payable by the Contractor.

Other Ports.—75 per cent. of the charges is payable by the Contractor.

Shipping arrangements.

The exemption certificates necessary to secure reductions will be forwarded by the Crown Agents' Shipping Office.

20. Freight for the conveyance of work to the Colony will be engaged by the Crown Agents. Shipping particulars must be sent as soon as possible by the Contractor to the Crown Agents' Shipping Office at 130, Leadenhall Street, E.C. 3, whence instructions will be issued for delivery to a ship. Should the work not be delivered in accordance with such instructions the Contractor shall be liable to the Crown Agents for any loss or expense which they may incur by reason of the non-delivery. The Crown Agents shall, however, have the power to delay deliveries for any reasonable period to suit their shipping arrangements and the work will remain at the Contractor's risk, in all respects until delivery has been taken.

21. Directly the work is ready for shipment the Contractor must give notice in writing to the Crown Agents' Shipping Office and must forward to the Crown Agents, 4, Millbank, S.W. 1, four copies of the invoice and three copies of shipping particulars showing the number, marks, measurement, weight (gross and net) and contents of each package. The invoices must be made out on special forms supplied by the Crown Agents from whom copies can be obtained on application. Packing particulars should be made out on Contractor's own forms. Invoices should follow the wording and order of the Tender form wherever this can be done without being misleading as to the nature of the goods or the package in which they will be found, and they must give full trade description of each article. When section letters, page numbers, item numbers or other identifications are given in the form of tender these must be quoted on the invoices. If the work is shipped by instalments, separate invoices and shipping particulars must be rendered for each instalment and must enumerate only what is included in that instalment.

22. Subject to any deductions to which the Contractor may become liable under this Contract, payment will be made to the Contractor within a reasonable time after the Bills of Lading have been received by the Crown Agents, provided that the Inspector shall have given his Certificate that the work has been completed to his entire satisfaction. The Contractor shall, if required, weigh the whole or any portion in the presence of the Inspector or his deputy and where the work is to be paid for by weight the Contractor shall only be paid for the net weights delivered. Notwithstanding the existence of any trade custom, the weight of wrappers, battens or other materials used in packing shall not be included in the weight for payment. When payment by instalments is provided for in the Special Conditions of Contract the Contractor must forward to the Crown Agents at 4, Millbank, S.W. 1, an account in duplicate for each of the instalments except the final one (which shall be forwarded in quadruplicate) and an instalment whether it be the final or an intermediate instalment will only be paid upon the Certificate of the Inspector that such instalment has been earned and that the work has been executed in accordance with the Contract and to his entire satisfaction. Subject to the grant by the Inspector of the said Certificate the final instalment will be paid within a reasonable time after the work has been completed and delivered in accordance with the Conditions of Contract and will be subject to any deductions to which the Contractor may become liable under this Contract.

23. When payment is made by instalments the work and all materials from time to time intended and appropriated thereto shall upon payment of the first instalment become and be the property of the Crown Agents subject to the provisions of this Contract.

NO. OF ITEM.	QTY.	DETAILED DESCRIPTION OF ARTICLES.	RATE	AMOUNT.		
		Amount brought forward	£	64	16	9
17	4 pairs	Wrought iron hinges 3' x 1.3/4" x 5/8"	40/- pair	8	-	-
18	72 feet	Half-round eaves gutters, 4" 6ft. lengths x 16 G Galvd. Stamped Steel		1	7	-
19	2	Stop ends for item 18				8
20	1	Eaves gutter outlet, 4" 1/2 round -No.17-pattern-			2	3
21	2	" " angles " "			2	6
22	1	Down pipe, 3" 6ft. length x 20 WG. Galvd.			3	6
23	12	Gutter brackets (No.7) to fit 4" half round gutters. Galvd.			3	9
24	1 gross	Gutter bolts 3/4" x 1/4" Galvd.			3	6
25	2 "	Hexagon headed bolts 1.1/2" x 1/2" Galvd.	24/- gross	2	8	0
26	2	Runners for sliding door; door of 1/4" plate and weighing about one cwt.		3	10	-
27	6 feet	2" welded wrought pipe. water quality			10	-
Under Item 3 4 spans are required.						
All iron and steel goods to be well galvanized.						
Full particulars to accompany tender.						
To comply with Crown Agents' Specifications Nos. 6 dated November 1921, 1 dated January 1920 and 13 dated November 1922, where applicable.						
CAC						
		Amount carried forward	£	81	7	11

NO. OF ITEM.	QUANTITY.	DETAILED DESCRIPTION OF ARTICLES.	RATE.	AMOUNT.		
		Amount brought forward	£	81	7	11
		For item 26 we offer 2 Flat Steel Runners 3" x 3/8" with ends turned up and each to suit sliding door, say 5 ft. wide but exclusive of any holing or fitting.				
		Bolts,ridge gutters down pipes packed in case as below. Bars,plates sheets & Runners bundled. For this miscellaneous lot of goods we have reckoned on taking material from stock and offer on the understanding that inspection will be waived.				
		Extra for packing Gutters, Stop Ends etc. in case.			12	6
		Cost of packing for export ...£				
		Cost of delivery f.o.b. London...£				
		(a) Alternative, cost of packing and postage to Colony... ..£				
		TOTAL	£	82	0	5
		Trade and Shipping Allowances <u>nil</u> per cent. on £	£			
		Cash Discount for prompt payment <u>nil</u> per cent. on £	£			
		Amount payable (including all charges) on receipt of Bills of Lading or Parcels Receipt£	£	82	0	5
		(c) Alternative price for delivery f.o.b. at {	£			
			£			

(a) If economy can be effected by so doing, the goods should be sent by Parcel Post, sub-divided if necessary.

(b) Discounts and trade allowances of every kind to be deducted, so as to show the nett amount payable. If no discounts are allowed the tender should be marked nett. The Crown Agents claim to be placed on the footing of the most favoured wholesale shippers, and they will decline to deal a second time with any firm that does not so treat them.

(c) Firms may quote alternatively for delivery at any other port at which they can deliver f.o.b. cheaper than in London.

We hereby agree to supply, in accordance with General Conditions of Contract No. 1, dated November, 1922, on back hereof, the articles above specified, at the price set against each, which includes all charges (see Note), and to deliver the same free on board ship within 6 weeks from the date of order.

Signature Frederick Braby & Co. Limited.

TO THE CROWN AGENTS
FOR THE COLONIES.

Address Export Office, 110 Cannon Street, London E.C.

Dated this 21st day of April 1923

NOTE.—Dock and Harbour Dues and Clyde Dues. See Clause 19 of Conditions of Contract. Date of issue

THE FOLLOWING SPACE TO BE LEFT BLANK BY FIRM TENDERING.

PH.

GENERAL CONDITIONS OF CONTRACT No. 1—(continued).

Provided that upon the due completion of the work all such materials as shall not have been actually used for the purposes of this Contract shall be relinquished to the Contractor. Immediately upon the payment of the said first instalment the Contractor shall affix the name of the Crown Agents upon the work in such conspicuous manner and place or places as may be directed by the Inspector and shall not remove the same without the consent of the Inspector.

Insurance.

24. When payment is made by instalments the Contractor shall until delivery has been taken by the Crown Agents at his own expense keep the work or such part thereof as shall from time to time be constructed insured in the name of the Crown Agents and to their satisfaction against all risks to which the same shall for the time being be subject in such first class Insurance Office or Offices as may be approved by the Crown Agents in an amount at least equal to the full value of the work in respect of which payment is claimed. No money shall be paid to the Contractor hereunder except upon production and delivery to the Crown Agents of the Policies of Insurance which ought to be effected by the Contractor and the receipts for the payment of the premiums thereunder and in case the Contractor shall neglect to effect or to keep up any such insurance the Crown Agents may effect and keep up such insurance and deduct the expenses thereof from any moneys payable to the Contractor hereunder. In case the work or any part thereof shall be destroyed, damaged or lost, the Crown Agents shall receive the moneys paid in respect of the insurance and at their option either (a) such moneys shall be applied in rebuilding or reinstating the works so damaged, destroyed or lost in accordance with this Contract or as near thereto as in the opinion of the Inspector the circumstances will admit or (b) this Contract shall be determined, in which case the Crown Agents shall pay to the Contractor such amount as the Inspector shall certify to be fair and reasonable in all the circumstances.

Contract time for delivery.

25. The Contract time for delivery shall be the period or periods named in the Tender or agreed upon with the Crown Agents reckoned from the date on which the work is ordered by the Crown Agents.

Contractor to give notice of delay.

26. Should the Contractor anticipate at any time during the execution of the Contract that he will be unable to deliver the work within the Contract time, he must at once give notice accordingly in writing to the Crown Agents explaining the cause of the delay.

Deductions for delay.

27. Failures to deliver within the Contract time will in addition to any other liabilities incurred by the Contractor under this Contract subject the Contractor to a deduction from the Contract sum as and for liquidated damages and not as a penalty of one per cent. per week on the value of any work which may be in arrears unless the Engineer shall be of opinion that such delay has arisen from causes which were unavoidable and could not be foreseen or overcome by the Contractor in which case the Engineer shall certify the extent, if any, to which the deduction should be remitted and they shall be remitted accordingly, but any deduction not so remitted shall remain in full force. Delays in the supply of materials to the Contractor will not be admitted as a ground for the remission of deductions except so far as they may be certified by the Engineer to have arisen from strikes or other causes which could not be foreseen or overcome by the manufacturers or vendors of such materials.

Drawings, etc.

28. Any drawings, tracings or descriptions specified must unless otherwise specified be furnished by the Contractor with the first consignment of the work to which they refer and no payment will be made by the Crown Agents until such drawings, tracings or descriptions have been furnished to the satisfaction of the Engineer.

Insolvency of Contractor and provisions in case of default.

29. Should the Contractor become bankrupt or insolvent or should he suspend payment or compound with his creditors or from any other cause whatever become unable or fail to carry on the Contract with efficiency; or should he not progress with the work in the manner intended by the Contract or not have work ready for delivery in conformity with the terms of the Contract; or should his preparations for commencement and his subsequent rate of progress be so slow from any cause whatever that in the opinion of the Crown Agents he will be unable to complete the work by the expiration of the specified period; or should he refuse or neglect to comply with the directions given him by the Crown Agents or the Engineer or Inspector or in any other respect act contrary to the terms of the Contract; then the Crown Agents shall have power to declare the Contract at an end and the Contractor shall only be paid for such portion of the work as shall have been actually delivered at the date of such declaration, after deduction of any sum leviable under the conditions of the Contract. The Contractor shall in addition be liable to pay to the Crown Agents or the Crown Agents shall be entitled to further deduct the value of any expense, loss or damage (including any excess difference between the Contract price of the work to be done under this Contract or of such portion thereof as may not have been delivered at the date of such declaration as aforesaid and the price which the Crown Agents may have to pay for similar work provided in lieu of such portion as may not have been so delivered) which the Crown Agents may be put to or sustain by reason of or in connection with the Contractor's breach of Contract. If at any time the Contractor shall in the opinion of the Crown Agents not be executing the work with due diligence or shall be otherwise making default in the performance of this Contract the Crown Agents may give to the Contractor written notice requiring him to remedy such default to their satisfaction and the Contractor shall forthwith comply with such notice and in case the Contractor shall not within seven days after the receipt of such notice have duly complied therewith to the satisfaction of the Crown Agents then and in any such case the Crown Agents in addition and without prejudice to any of their other rights or remedies under this Contract—

(a) May make good such default or cause the same to be made good in such manner as the Crown Agents may think fit and the expenses thereby incurred (as certified by the Inspector) shall be paid by the Contractor to the Crown Agents or may be deducted by the Crown Agents from any moneys payable or to become payable to the Contractor under this Contract, or

(b) May determine this Contract and thereupon the Crown Agents may take possession of or remove and dispose of for their own benefit the work in its then state and all materials then being the property of the Crown Agents under this Contract together with the benefit of any Sub-contracts for any part of the work without making any further payment to the Contractor than such (if any) as the Inspector shall certify ought to be paid to him having regard to his default and all the circumstances of the case, or

(c) May without determining this Contract take possession of the work in its then state and all materials intended for it and complete the work in accordance with this Contract and the costs incurred by the Crown Agents in the exercise of any of the powers contained in this sub-clause (as certified by the Inspector) shall be deducted from any moneys then payable or thereafter to be payable to the Contractor hereunder and if such moneys shall not be sufficient the deficiency shall be made good and paid by the Contractor to the Crown Agents.

Discrepancies in Conditions.

30. Should there be any discrepancy between the General Conditions and any Special Conditions or Specifications of this Contract the Special Conditions or Specifications shall be followed in preference to the General Conditions.

No personal liability on Crown Agents.

31. Nothing in these General Conditions or in any part of the Contract shall be deemed to impose any personal liability on the Crown Agents or on any of them or on any of their officers or servants.

Members of House of Commons.

32. In pursuance of the Act 22 Geo. III. Cap. 45 no Member of the House of Commons shall be admitted to any share or part in the Contract or to any benefit to arise therefrom except so far as section 3 of the Act applies. This section runs as follows:—

"Provided always and be it enacted that nothing herein contained shall extend, or be construed to extend, to any contract, agreement, or commission, made, entered into or accepted, by any incorporated Trading Company in its corporate capacity, nor to any Company now existing or established and consisting of more than ten persons where such contract, agreement, or commission shall be made, entered into or accepted for the general benefit of such incorporation or company."

Contract an English one.

33. This Contract shall be deemed an English Contract and shall accordingly be governed by and construed according to English law.

Marginal notes.

34. Marginal notes hereto are for the purposes of convenience only and shall not affect the construction or interpretation of this Contract.

Fair Wages Clauses.

35. The Contractor shall pay rates of wages and shall observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or in the absence of such recognised wages and hours, those which in practice prevail amongst good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of fair wages clauses are being observed. The Contractor shall be responsible for the observance of the fair wages clauses by the Sub-contractor (if any).

36. The Contractor shall cause the preceding condition to be prominently exhibited for the information of his workpeople on the premises where work is being executed under the Contract. Printed copies of such notice will be supplied on application to the Crown Agents. In trades where it is the practice, the Contractor shall also cause to be exhibited or to be available for inspection a copy of any signed Agreement determining the rates of wages and hours of labour commonly recognised by employers and trade societies in the district.

37. The Contractor shall keep proper wages books and time sheets showing the wages paid and the time worked by the workpeople in his employ in and about the execution of the Contract and such wages books and time sheets shall be produced whenever required for the inspection of any officer authorised by the Crown Agents.

Certificates to be final.

38. Any decision, certificate or determination made or given by the Engineer or the Inspector in pursuance of this Contract shall be final and conclusive for all purposes and shall be binding on the Crown Agents and the Contractor.

Arbitration.

39. Any question, dispute or difference between the Crown Agents and the Contractor arising out of this Contract shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1889 or any statutory modification thereof.

Dangerous goods.

40. Packages containing dangerous goods (see Section 446 Merchants Shipping Act, 1894) must be marked by the Contractor as provided in the Statute and specially reported to the Crown Agents' Shipping Office, attention being also drawn to them in the shipping particulars.

INSTRUCTIONS TO FIRMS TENDERING.

The original Tender Form is to be filled up complete in every respect and delivered, properly sealed, by hand or by post, not later than noon on the date named on the face of the form in the special green envelope when such is provided for the purpose. If no date is specified, the form should be returned as soon as possible.

The duplicate form is intended to be retained by the firm.

Both forms should be returned to the Crown Agents at once if the firm is unable or unwilling to tender.

The Crown Agents do not bind themselves to accept the lowest or any tender and they reserve to themselves the right of accepting any tender wholly or in part.

Copies of any drawings referred to in the Specification can be seen at the Crown Agents' Office and can be obtained from Mr. W. J. Harrison, 7, Carteret Street, Westminster, S.W. 1, on a payment of a sum not exceeding 2/-, where only one print is required and 2/- for the first print and 1/- for the second and all succeeding prints when more than one drawing is quoted on the tender form. These rates are for prints not exceeding 40" x 29", larger sheets being charged at special rates.

The following are the matters which will more usually form the subject of special conditions:—

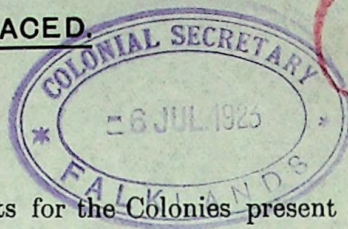
Payment by instalments (cl. 22); provision of a sum to cover additional work (if any) (cl. 5); amount of liquidated damages (cl. 27).

W

Falkland Is. 1631

ADVICE OF ORDERS PLACED.

All communications to be
addressed to the Crown
Agents for the Colonies,
the above reference and
the date of this letter
being quoted.



The Crown Agents for the Colonies present their

compliments to The Colonial Secretary,

FALKLAND ISLANDS.

and have the honour to enclose copies of the undermentioned
accepted tenders in connection with the indent noted in the
margin.

Indent No. 163

Dated 1.2.23.

Dept. P.W.D.

A period of 14 to 28 days should be added to
the date promised for delivery, being the time which may
elapse between the goods being ready and a suitable opportunity
for shipment, and, unless a further advice is sent you, it may
generally be assumed that the date promised for delivery in
England will not be exceeded.

OFFICE OF THE CROWN AGENTS FOR THE COLONIES,

4, MILLBANK, LONDON, S.W. 1.

25th April 1923

Firm.	Nature of Goods (and indent item numbers).	Date promised for delivery in England.	Approximate cost.
Graby & Co.Ltd.	Angle Iron, Bolts & Washers Corr. Iron etc. Items 1-27	6.6.23.	£82

ORIGINAL SHIPPING ADVICE.

The Crown Agents for the Colonies have to report the undermentioned shipment:—

" P. 2. 1631/1 " (This reference and the date of this letter
B/L should be quoted in all communications.)

12

Colony Falkland Islands
Indent No. 163
Dept. Shipping Special A/c (if any) ---
Steamer Oropesa
From Liverpool
To Stanley
Consigned to The O.A.G.
Date of shipment 7/6/23

The documents enclosed will enable the consignee to obtain possession of and to check the goods. Complete documents shewing the total cost of this consignment will be sent with the duplicate advice.

Attention is drawn to the desirability of weighing packages immediately landed, particularly if there be any reason to suspect pilferage or any shortage. Information as to weight is of service when urging claims.

NUMBERS OF PACKAGES.	DESCRIPTION OF STORES.	REMARKS.
V4008/10	3 cases Skylight Gutter & Ventilators 31 Pkgs Galv'd Guttering etc	

ENCLOSURES.		Packing Particulars.	£	s.	d.
Bill of lading					
Invoice:—					
F. Braby & Co.Ltd.,			2	2	-
" "		1	5	10	8
" "		1	65	18	-
Freight			8	2	6
Insurance				7	4

To The Colonial Secretary,
FALKLAND ISLANDS.

Date 5/6/23.DB

Office of the Crown Agents for the Colonies,
4, Millbank, London, S.W. 1.

S

INVOICE.

THE CROWN AGENTS FOR THE COLONIES.

Dr. to

Of

FRED BRADY & Co. LTD.
EXPORT OFFICE: 110, CANNON ST., LONDON, E.C.Crown Agents'
Reference,
i.e., Colony and
Reqn. No.W/Falkland Islands
1631/1

Dept.

P.W.D.

Date

1st June

1923.

To be filled in by the Contractor.

(This space for use in Crown Agents' office only.)

Account

Indent No.

of

19

Letter No.

of

19

Shipped by S.S. "

" on

19

F.O.B.

W. & S. Ltd.

Item Nos.	Quantity.	Description of Article in wording of Tender.	Weight.				Rate.	£ s. d.			£ s. d.		
			T.	c.	q.	lb.		£	s.	d.	£	s.	d.
		Galvd. Steel Plates					ea.						
14	2	6'0" x 2'6" x 1/4"					34/-	3	8	0			
15	2	" x 2'0" x "					27/-	2	14	0			
16	1	6'6" x 2'6" x "					37/-	1	17	0			
13	7	Lens. Galvd. Ridge 6'0" x 12" x 22G					Len. 2/6	0	17	6			
11	10	Gross Galvd. Bolts & Nuts) 3/4" x 9/32")						
"	10	Gross Galvd. Washers 3/8" x 5/16")	Gr. 5/-	2	10	0		
25	297	Hex Bolts & Nuts 1 1/2" x 1/2"					24/-	2	9	6			
27	1	Len. Galvd. Water Pipe 6'0" x 2"					10/-	0	10	0			
17	4	Pairs Hinges 3'0" x 1 1/2" x 1/2"					Pr 40/-	8	0	0			
1	6	Lens. Galvd. Channels 12'0" x 4" x 2" x 1/2"					ea. 22/6	6	15	0			
2	10	Lens. Galv. Angles 27'0" x 2" x 2" x 1/2" = 270 ft.					1/-ft	13	10	0			
4	5	Galvd. Angle Bars 17'0" x 1 1/2" x 1 1/2" x 1/2" = 85 ft.					9d	5	5	9			
		Galvd. Corrd. Sheets					ea.						
5	30	9'0" x 8/3" x 22G					7/6	10	12	6			
6	5	6'0" x " x "					4/6	1	3	9			
9	5	9'0" x " x 24G					6/6	1	10	0			
8	3	5'0" x " x "					3/6	0	10	6			
7	22	7'0" x " x 22G) Curved 6'0" Radius)					5/6	6	6	6	65	1	

Carried forward ...

Liverpool

FREIGHT ACCOUNT.

The Crown Agents for the Colonies.

Dr. to Messrs. PACIFIC STEAM NAVIGATION CO LT(per Greenshields Cowie
& Co)

Date . 15th June 1923

Colony or Protectorate FAKELAND ISLANDS. Reqn. No 1631/1

Department P.W.

Account

Indent No. _____ of _____ 192_____

Shipped by S.S. "OROPESA" on JUNE 1923

From LIVERPOOL To PORT STANLEY

[illegible]

S

INVOICE.

THE CROWN AGENTS FOR THE COLONIES.

Dr. to

Of

FRED^S BRABY & Co. LTD.
EXPORT OFFICE: 110, CANNON ST., LONDON, E.C.Crown Agents' }
Reference, }
i.e., Colony and }
Reqn. No. }W/FALKLAND ISLANDS
1631/1 part 25th
inst

Dept. SHIPPING.

Date June 1st, 1923.

192

To be filled in by the Contractor.

(This space for use in Crown Agents' office only.)

Account

Indent No. 163 of 19

Letter No. of 19

Shipped by S.S. " " on 19

F.O.B.

W. & S. Ltd.

Item Nos.	Quantity.	Description of Article in wording of Tender.	Weight.				Rate.	£ s. d.			£ s. d.		
			T.	c.	q.	lb.		£	s.	d.	£	s.	d.
	2	only Galvanized "Coronation" patent puttyless Skylights. dead. 5 ft x 8/3" x 22 gauge Daylight size 18" x 12" wide Galvanized after manufacture Packed in 1 Crate with detailed list of contents enclosed. Marked Reg. 1631 O.H.M.S. C A O A G No. V. 4010 STANLEY. Measuring 5'7" x 2'7" x 11"									2	2	0
		Net 1 16											
		Gross 1 - -											
		To Alexandra Dock. Liverpool											
		order of Messrs Greenshields Cowie & Co., 42. Castle St. Liverpool											
		for shipment per S.S. Oropesa closing June 5th, 1923.											
		On account Crown Agents for the Colonies Shipping Office 4 Millbank London. E.C.											
		Consigned Per, M.R. Carriage paid & F.O.B.											

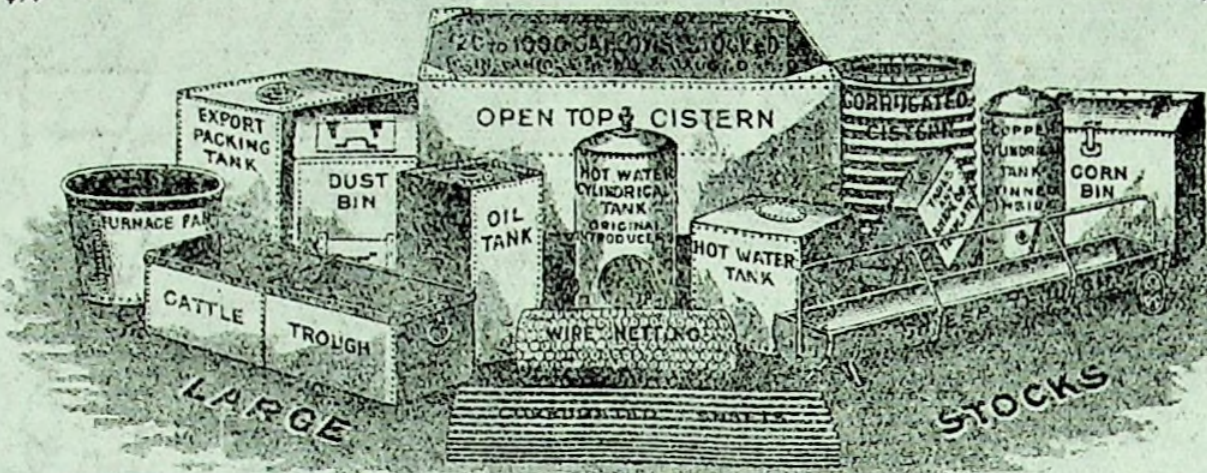
Cleared for export ...

LONDON, E.C. 2-6

The Crown Agents for the Colonies
DR. ROBERT BRABY & CO. LTD.
Zinc & Galvanized Iron Manufacturers.

PERFORATORS OF
ZINC AND OTHER METALS.

ANY DISCREPANCY IN THIS INVOICE
SHOULD BE RECTIFIED
WITHIN 14 DAYS FROM DATE.



ZINC
PLATES, I

CHEQUES TO B
LONDON
WESTMINSTER &
NOT NEG

Your Order No.

1631/1 part -

25/4/23

FITZROY WORKS, 352 TO 364, EUSTON ROAD, N.W.
218 & 220, HIGH STREET, BORO. S.E.
IDA WORKS & VICTORIA WHARF, DEPTFORD, S.E.
EXPORT OFFICE, 110, CANNON STREET, E.C.
ALSO AT LIVERPOOL, BRISTOL, GLASGOW, FALKIRK, BELFAST & DUBLIN.

LONDON.

(PLEASE NOTE WE DO NOT CLEAR AT CUSTOMS)

80.
1808

REQ 1631 O.H.M.S.
C ↑ A O A G
NOV 4 08/9 STANLEY

10. 1 Roof vent with fixed
lower 24" long w/b pattern
curved to fit roof of
6ft radius (packed.)

18 - 12-6 ft lens 4" x 18 ft.
galv H.P.R. gutter

19 2 stop ends

20 1 Outlet

21 2. Angles

22 1-6ft- 3"x20ft R.W. Pipe

23 12-4" w/b galv Brackets

24 1 gross 3/4"x1/2" Bolts & nuts
Packed in 1 case

1 case 3'3 1/2" x 2'11" x 1'9"

containing 1 Vent

Nett - 1 3

Gross 1 - 1 - 2

1 case 6'5" x 1'2" x 9"

contg gutter etc

Nett - 3-16

S.S. DROPSA

Gross 1 - 2-3

Alexandra St L/Pool.

to To Greenshields Croicres.

43 Castle St L/Pool

Nett (

ORIGINAL SHIPPING ADVICE.

The Crown Agents for the Colonies have to report the undermentioned shipment:—

" P. 2. " (This reference and the date of this letter)
B/L 1631/1 (should be quoted in all communications.)

13

Colony Falkland Islands
Indent No. 163
Dept. -- Special A/c (if any) --
Steamer LAGARTO
From Liverpool
To Falkland Islands
Consigned to O.A.G.,
Date of shipment 6/7/23

The documents enclosed will enable the consignee to obtain possession of and to check the goods. Complete documents shewing the total cost of this consignment will be sent with the duplicate advice.

Attention is drawn to the desirability of weighing packages immediately landed, particularly if there be any reason to suspect pilferage or any shortage. Information as to weight is of service when urging claims.

NUMBERS OF PACKAGES.	DESCRIPTION OF STORES.	REMARKS.
10769/70	1 Bdl. Curved Angles 1 Bdl. Flat Bars	

ENCLOSURES.

Bill of lading

Invoice:—

F.Braby & Co., Ltd.,

Packing
Partic-
ulars.

£

s.

d.

1

10

5

Od

Freight

Insurance.

1

18

1

1

To The Colonial Secretary,
FALKLAND ISLANDS.

Date 4/7/23

CC

Office of the Crown Agents for the Colonies,
4, Millbank, London, S.W. 1.

FREIGHT ACCOUNT.

The Crown Agents for the Colonies.

Dr. to Messrs. THE PACIFIC STEAM NAVIGATION CO (PER GREENHILLIAN COIN &

Date 13th. JULY / 1923 CO. LTD)

Colony or Protectorate FALKLAND ISLANDS Reqn. No. 1631/1

Department PUBLIC WORKS.

Account _____

Indent No. _____ of _____ 192_____.

Shipped by S.S. "LACARRO" on JULY / 1923

From LIVERPOOL To PORT STANLEY

Freight as below	Tons	ft.	ins.	Tons	Cwts.	qrs.	lbs.	Rate					
1 Bale Angles) 1 Bale Bars)								1 10 -					
								<u>3 -</u>					
												21 13 -	
<u>AIR</u>													
Bills of Lading												2 6	
												1 15 6	
Shipping Charge												2 6	
												21 18 -	

INI/HH

2/7.

THE CROWN AGENTS FOR THE COLONIES.

W/Thikland Islands
1631/1

To be filled in by the Contractor.

(This space for use in Crown Agents' office only.)

Falkland Is.

Letter No. _____ of _____ 19____

F.O.B. _____

W. & S. Ltd.

Item Nos.	Quantity.	Description of Article in wording of Tender.	Weight.			Rate.	£ s. d.			£ s. d.		
T.	c.	q.	lb.									
3	4	Curved Angles				ft.						
		15'0" x 2" x 2" x 1/8"	=	60	ft.	2/5		6	15	0		
26	2	Flat Bars										
		10'4" x 3" x 3/8"						<u>3</u>	<u>10</u>	<u>0</u>		
Carried forward ...												

Form P. 398.
60,000 3/22.

10-5-0

Bought of FREDK. BRABY & CO., LTD.

"ECLIPSE" IRON AND GALVANIZING WORKS,
STEEL SHEET ROLLING MILLS,
AND STRUCTURAL ENGINEERING WORKS.

TELEPHONE
BELL 1105 (10 LINES).

TELEGRAMS & CABLES
BRABY, GLASGOW.
XENOPHON, LONDON.

ALSO WORKS AT
LONDON.
DEPTFORD.
LIVERPOOL.
BRISTOL.
FALKIRK.

EXPORT OFFICE, 110, CANNON ST., LONDON, E.C.

PETERSHILL ROAD,
GLASGOW

OUR REF. NO.

YOUR REF. NO.

S.I.

NO DISCOUNT ALLOWED
UNLESS PAID WHEN DUE

22/B131 427.
1631/1. of 25/4/23.
76/6/23
Messrs Crown Agents for the Colonies,
4 Millbank, London

V10769

1 Bdl 12'0" x 4'6" x 3" Only

Item 1 2 24

4 Curved Angles 15'0" x 2'2" x 1/4" 3.

- 60ft

ft 2/5 6 15

V10770

1 Bdl 10'4" x 7'1/2" x 3" Only

Item 1 - 92

2 Flat Bars 10'4" x 3" x 5/8 76

2 Bdl

2 3 18

3 10

10 5

Mark

Reg. 1631.

O. H. M. S.

C. A. A.

O. A. G.

Mos.

Stanley

V10769
V10770.

per Burns Cochrane, Freight paid to Liverpool
for shipment per s/s Ortega
@ Alexandra Dock
% Greenshields Cochrane & Co
42 Castle St, Liverpool

100.13049

C.S. Drawing Chapman
Leuwik

ttttt 8 Oct. 24

B.E. This drawing was sent to you some time
ago.

encl. by
post.
9 Oct 1924.

The Hon. Col. Secy.,

Drawing received.

R.N. Ashby.

Colonial Engineer.

9/10/24.

Col. Engineer,
I understood that
you wish to see this in P.

C. J. H.
30/10/28

Hon Col Secy.

Noted and returned.

Thank you
C.W.C.E.
3-12-28.

PA
20/5/29