

MADRAS RECORD OFFICE.

Government of Madras.

Revenue DEPARTMENT.

G.O. No. 716

Press
Mis.

15-16

Dated

1-4-18 65.

Not to be folded or roughly handled

*Proceedings of the Madras Government, Revenue Department,
1st April 1865.*

No. 15. Read the following letter from J. W. SMYTH, Esq., for Financial Commissioner, Punjab, (Revenue), to the Secretary to the Government of Madras, dated Lahore, 10th March 1865, No. 889 :—

SIR,

In continuation of my letter No. 3,312, dated 23rd September last, I have the honor to inform you that the Rain Gauge promised by the Director of Canals has now been received, and will be despatched at once to Messrs. Gillanders, Arbuthnot & Co., Calcutta, to whom I request the favor of your furnishing instructions for its disposal.

P. S.—The package has been made over to the Indian Carrying Company, a copy of whose receipt I enclose.

No. 16.

ORDER THEREON, 1st April 1865, No. 716.

Miscellaneous.

Messrs. Gillanders, Arbuthnot & Co., Calcutta, will be requested to forward the Rain Gauge to the address of the Secretary to Government in this Department.

(True Extract.)

(Signed) J. D. SIM,

Secretary to Government.

To Messrs. Gillanders, Arbuthnot & Co., Calcutta.

Exd. S. T. Augustin.

*This document is the sole contract
binding on the Company, and they*

(C.3.)
No 1066 Lahore 13/3/1865

Indian Carrying Company Limited

Received from Financial Commissioners Office
The Package weighing — ~~MT 24~~ ^(quantity from plan) 905 Ch —
Stated to contain — The known

Addressed to Messrs. Gilander & Co. which the Company, in consideration of Rs 7-4-0 paid to their Agent at Calcutta — hereby contract and agree to deliver safely at Calcutta (provided the same does not contain any of the articles mentioned in Clause 6th), subject to the following Conditions viz:

1st — The Company shall not be responsible for loss or injury by fire, dacoity, highway robbery, the act of God Queen's enemies civil commotions, stress of weather, accidents arising from bad roads, want of bridges, flooding of rivers or any cause over which they have no control, or any accidents or detentions on railways.

2nd — This receipt must be given up to the Agent of the Company before delivery can be claimed.

3rd — Consigners as well as Consignees of goods are to be responsible for payment of the transit hire in every case although goods be sent bearing —

4th — This document is the sole contract binding on the Company, and they

incur no liability save what is expressed in it.

5th - In case of dispute, or any cause of action arising upon or concerning this contract, the same may be tried and determined in Her Majesty's High Court of Calcutta, and the acceptance by the Consigner of this contract, and shall be treated, as an express agreement to that effect, binding on the Consigner and Consignee and their legal personal representatives.

6th - List of Articles for injury to which the Company is not liable, under this contract.

Gold or silver coin, Gold or silver leaf, or in a manufactured or manufactured state, Jewellery, Precious Stones, Watches, Clocks or Time Pieces of every description, Trinkets, Cash, Govt. Notes, Bonds, Bill of Exchange, Company's Paper, or other securities for money, Stamps of any description, Little Seeds, Writings, Engravings, Pictures, Glass, Crockery, Kilts, Gunpowder, Sulphuric Nitric or any other Acid, Turpentine, Lucifer Matches or other such combustible materials, or small articles of large value, of any description declared to be such at the time of

Receipt by the Company and paid for accordingly -

Sd/- A. J. Hoose
for Agent S. C. Company Limited

7th - The Company are not to be liable for leakage or breakage however caused nor for any consequence arising from insufficient package.

8th - In case it be necessary to detain and store the goods, it shall be done at the Company's expense but the risk of the Consigner or Consignee of the goods as the case may be, and the Company are not to be answerable for delay so occasioned or for damage resulting therefrom.

9th - In the event of a wrong description of goods being given or of goods of a dangerous or combustible nature being delivered for carriage without full notice of the description or contents the Company are hereby empowered to forfeit the same and also to recover from the Consigner any damages that the Company may sustain by reason of such non-description or misdescription.

10th - The Company will not be

Responsible for packages valued at
Rupees 200 and upwards, unless
the same be declared and insured
previous to dispatch.

True copy
J. Lincoln
Offg. Superintd.

98.17th Feb 1865
M-15-16

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No 809.
The Commr's Office
Ed. above, 10th March 1864.

To
The Secretary to the
Government of Madras.

Dear Sir,
In continuation of my letter
No 3312, dated 23rd September last,
I have the honor to inform you that
the Rain Gauge promised by the
Director of Canals has now been
received, and will be despatched
at once to Messrs. Gillanders, Strickland
& Co. Calcutta, to whom I request the
favor of your furnishing instructions
for its disposal.

Yours &c

Wm. M.

For Secy. Comr. Rayah.

P.S. The package has been made over
to the Indian Carrying Company, a copy of
whose Receipt I enclose.

