

Public Works (1893) Department.

RAILWAY BRANCH.

G.O., No. 1254 R

DATED 26th September

[Despatch Abstract.]

Railway Conference, 1893. — Erratum to appendix A to question 20 A of papers relating to the —, Communicated to the Examiner, Guaranteed Railway accounts.

BACK PAPERS.

G.O.	No.	Department.	Date.
	1184	R	7-9-93

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

[illegible]

কোনো কোনো ক্ষেত্রে, যেমন পানির উৎসে, যেখানে পানি শুধুমাত্র একটি উৎস থেকে আসে, তাহলে পানির উৎসের পরিমাণই পানির পরিমাণ নির্ধারণ করে।

۱۔ اگرچہ یہ سب باتیں کہیں کہیں مل سکتی ہیں مگر یہ سب باتیں جو کہیں کہیں مل سکتی ہیں وہ ہیں جو کہیں کہیں مل سکتی ہیں۔
 ۲۔ اگرچہ یہ سب باتیں کہیں کہیں مل سکتی ہیں مگر یہ سب باتیں جو کہیں کہیں مل سکتی ہیں وہ ہیں جو کہیں کہیں مل سکتی ہیں۔
 ۳۔ اگرچہ یہ سب باتیں کہیں کہیں مل سکتی ہیں مگر یہ سب باتیں جو کہیں کہیں مل سکتی ہیں وہ ہیں جو کہیں کہیں مل سکتی ہیں۔

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146 *Question No 20 A. continued.*

146

146

Ad—Bentley & Co. Ltd.

See A to Question No 20 A. contd

46 FORM No. SN. 6.
STATE RAILWAY. LOCAL.

CARRIAGES AND DOGS, &C., TICKET.

Train _____ day of _____ 18_____.

To _____

Description.	Number on Horse Box or Carriage Truck.	Amount charged.		
		Rs.	A.	P.
---	---			
(1 in a Truck) ...	...			
(2 in a Truck) ...	...			
ons ...	...			
...	...			
as carried free ...	...			
value Rs. _____ at $\frac{1}{2}$ per cent., or fraction of 100 miles. ...				
TOTAL Rs. ...				

Station Clerk.

Station must carefully check the charges, and, if
collect the difference when necessary.

to be given up to the Station Master on arrival at

FOR GUARD.

46 FORM No. SN. 6.
STATE RAILWAY. LOCAL.

No. _____

HORSES, CARRIAGES AND DOGS, &C., TICKET.

o'clock Train _____ day of _____ 18_____.

Sender's name _____

To whom consigned _____

From _____ To _____

Number.	Description.	Number on Horse Box or Carriage Truck.	Amount charged.		
			Rs.	A.	P.
	Horses ---	---			
	Carriages (1 in a Truck) ...	...			
	Ditto (2 in a Truck) ...	...			
	Palanqueens ...	...			
	Dogs, &c. ...	...			
	Attendants carried free ...	...			
Insurance, certified value Rs. _____ at $\frac{1}{2}$ per cent., per 100 miles or fraction of 100 miles • ...					
TOTAL Rs. ...					

Station Clerk.

The receiving Station must carefully check the charges, and, if
any mistake is made, collect the difference when necessary.

This Ticket is to be given up to the Station Master on arrival at
destination.

FOR OWNER.

N. B. - Read notice of conditions at back

* Horses must be loaded and unloaded by the owners ; and the Railway is not responsible for any injury which a horse may sustain in being loaded and unloaded, either at sending station, destination, or at any station at which the horse may halt for rest, at the request of the owner.

* অধঃপ্রকৃষ্টিকে আগনাহিতে অথ সকল গাড়িতে উঠাইতে এবং নামাইতে হইবে। যে ষ্টেশন ইহতে অধঃপ্রকৃষ্টে উঠিবে কিবা যেখানে নামিবে অথবা যে কোন ষ্টেশনে বিশ্রামার্থে থাকিবে সেই সেই স্থানে যদি তাহাদের কোন প্রকার হানি হয় তৎক্ষণ্য রেলওয়ে দায়ী হইবেন।

وضع رہی کہ گھوڑا چڑھایا اور اترایا جاوے بغیر یہ اپنے مالکان کے جس جس اسٹیشن میں گھوڑا چڑھایا جاوے یا اترایا جاوے خواہ واسطے اطمینان کے قیام پذیر ہوئے اگر چڑھانے اترانے یا قیام پذیری میں گھوڑے کو کچھ نقصانی پہونچے تو جوابدہ اسکا ریلوے نہیں ہو سکتا ہی فقط ،

सब लोगोंको खबरदार किया जाताहै के घोड़ा चढ़ाया जावेगा और उतारा जावेगा अपने मालिक के जरिएसे अगर घड़ाने में या उतारने में घोड़ोंके जिस स्टेशन से चढ़ाया जावे और जिस स्टेशन में उतारा जावे खाह किसी स्टेशन में आराम वास्ते उतारा जावे कुछ नोकसानी होवेती जवाबदिही इसका रेलवे की नहीं होवेया ।

Appendix to question No 20 A Contd

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147

FORM No. SN. 4A.

(Accompt. to S. O. No. 41, Vol. IV,—16-1-56.)

STATE RAILWAY.

No. _____
PASSENGER'S LUGGAGE TICKET. FOREIGN.

No. _____ Train of _____ 188

From _____ To _____ via _____

Name _____

Passenger Ticket _____ Class No. _____

Packages consisting of *

Weight.					Maunds.	Seers.
	Total weight	Less allowance	Charged for			
Freight.	S. Railway				Rs.	As.
	Railway					
	Railway					
	Railway					
	Railway					
TOTAL AMOUNT						

Booking Clerk.

* State if Specie or Luggage.
This ticket is issued subject to ordinary rules and regulations of the Railways and is to be given up on receipt of Luggage.

147

FORM No. SN. 4A.

(Accompt. to S. O. No. 41, Vol. IV,—16-1-56.)

STATE RAILWAY.

No. _____
PASSENGER'S LUGGAGE TICKET. FOREIGN.

No. _____ Train of _____ 188

From _____ To _____ via _____

Name _____

Passenger Ticket _____ Class No. _____

Packages consisting of *

Weight.					Maunds.	Seers.
	Total weight	Less allowance	Charged for			
Freight.	S. Railway				Rs.	As.
	Railway					
	Railway					
	Railway					
	Railway					
TOTAL AMOUNT						

Booking Clerk.

* State if Specie or Luggage.
This ticket is issued subject to ordinary rules and regulations of the Railways and is to be given up on receipt of Luggage.

FOR GUARD.

147

FORM No. SN. 4A.

(Accompt. to S. O. No. 41, Vol. IV,—16-1-56.)

STATE RAILWAY.

No. _____
PASSENGER'S LUGGAGE TICKET. FOREIGN.

No. _____ Train of _____ 188

From _____ To _____ via _____

Name _____

Passenger Ticket _____ Class No. _____

Packages consisting of *

Weight.					Maunds.	Seers.
	Total weight	Less allowance	Charged for			
Freight.	S. Railway				Rs.	As.
	Railway					
	Railway					
	Railway					
	Railway					
TOTAL AMOUNT						

Booking Clerk.

* State if Specie or Luggage.
This ticket is issued subject to ordinary rules and regulations of the Railways and is to be given up on receipt of Luggage.

FOR OWNER.

(Ardom,

No.

No. .

From . .

Name

Passer

Pačka;

—

—

—

Weight.

1

1

1

Freight.

1. All luggage of passengers will be subject to weighment, and any quantity in excess of the free allowance will be charged for in accordance with the rule in the Time and Fare Table.

2. The Railway's responsibility for all luggage will be considered to have terminated when twenty-four hours have expired after arrival at the Station to which the luggage is consigned; the luggage will afterwards be at the owner's risk, and in all cases when luggage is warehoused by the Railway, it will be at the owner's risk.

3. All claims against the Railway for loss or damage to Luggage must immediately be made to the Clerk in charge of the Station to which it has been booked, and a written statement of the description and contents of the articles missing, or of the damage received, must be sent forthwith to the Traffic Superintendent, otherwise the Railway will not hold itself responsible.

4. Passengers travelling by stages and breaking journey are permitted to book their heavy luggage *through* to the station for which they take a ticket when the luggage may be allowed to remain subject to the rates in force for left luggage.

5. LEFT LUGGAGE.—Passengers may place their luggage in charge of the Station Master for temporary custody, paying the charges leviable under the rules prescribed in the Time and Fare Table.

6. A ticket will be given when the luggage is deposited, and the luggage will be delivered on presentation of the ticket, after which the responsibility of the Railway ends.

STATE RAILWAY.

STATE RAILWAY

135

STATE RAILWAY.

LOCAL

PASSENGER'S LUGGAGE TICKET.

Train No. _____ dated _____ 19____

Name _____

From Station _____ To Station _____

Passenger's Ticket _____ class No. _____

PASSENGER'S LUGGAGE TICKET.

T. No. _____ dated _____ 18 _____

Name _____

From Station _____ To Station _____

Passenger's Ticket _____ class No. _____

PASSENGER'S LUGGAGE TICKET

Train No. _____ dated _____ 18__

Name _____ dated _____ 19____

From Station _____

Passenger's Ticket _____ to Station _____

No. of packages.	Description.	Total Weight	Weight allowed free.	Weight charged.	Amount charged.
		Mds. Sr.	Mds. Sr.	Mds. Sr.	Rs. A. P.

No. of packages.	Description.	Total Weight.	Weight allowed free.	Weight charged.	Amount charged.
Luggage.		Mds. Sr.	Mds. Sr.	Mds. Sr.	Rs. A. P.
Specie.					

[illegible]

N. B.—The calculation of Freight on Passengers' Luggage will be made on articles weighing from 1 to 4 seers as 5 seers, from 6 to 9 seers as 10 seers, from 11 to 14 seers as 15 seers, and so on, and not on the actual weight carried. The exact weight must, however, in all cases be entered in the Luggage Ticket.

A. B.—The Receiving Station must carefully check the charges, and, if any mistake is made, collect the difference when necessary. *Booking Clerk.*

The calculation of Freight on Passengers' Luggage will be made on articles weighing from 1 to 4 seers as 5 seers, from 6 to 9 seers as 10 seers, from 11 to 14 seers as 15 seers, and so on, and not on the actual weight carried. The exact weight must, however, in all cases be entered in the Luggage Ticket.

FOR GUARD.

A. B.—The Receiving Station must carefully check the *Receiving Clerk.*
difference when necessary. and if any mistake is made, collect the

The calculation of Freight on Passengers' Luggage will be made on articles weighing from 1 to 4 seers as 5 seers, from 5 to 9 seers as 10 seers, from 11 to 14 seers as 15 seers, and so on, and not on the actual weight carried. The exact weight must, however, in all cases be entered in the Luggage Ticket.

FOR OWNER

1. All baggage or parcels are subject to weightment, and are quantified, except of the free allowance will be charged for in accordance with the rules in the Time and Fare Table.
2. The Railway's responsibility for all luggage will be considered to have terminated when twenty-four hours have expired since arrival at the station to which the luggage is consigned; the luggage will afterwards be at the owner's risk, and in all cases when luggage is warehoused by the Railway, it will be at the owner's risk.
3. All claims against the Railway for loss or damage to luggage must immediately be made to the Clerk in charge of the station to which it has been booked, and a written statement of the description and contents of the articles missing, or of the damage received, must be sent forthwith to the Traffic Superintendent, otherwise the Railway will not hold itself responsible.
4. Passengers travelling by stages and breaking journey are permitted to lock their heavy luggage brought to the Station for which they take a ticket when the luggage may be allowed to remain subject to the rates in force for left luggage.
5. **Left Luggage.**—Passengers may place their luggage in charge of the Station Master for temporary custody, paying the charges leviable under the rules prescribed in the Time and Fare Table.
6. A ticket will be given when the luggage is deposited, and the luggage will be delivered on presentation of the ticket, after which the responsibility of the Railway ends.

STATE RAILWAY.

Pro. No.

GOODS RECEIPT NOTE.

Form No SN. 36.

Date.	From	To	Sender.	Consignee.

F. Note	Invoice.	
	No.	Date.

STATE RAILWAY.

Pro. No.

GOODS RECEIPT NOTE.

Form No. SN. 36.

Received from _____ Station, dated _____ 189 _____
the undermentioned Goods for conveyance to _____

Station by Goods Train

Consignee.	No of Articles.	Description.	Weight.		Rate.	Paid.			To Pay.			Remarks.
			Mds.	Srs.		Rs.	A.	P.	Rs.	A.	P.	

DELIVERY DETAILS.

Platform No.	
Dely. Book folio	
Inv. No. of	
Accd. in W. E.	
Date available	
Date passed	
Due Rs. As.	
Wagon Nos.	
Passed by	

This Receipt must be produced by the Consignee, or the Goods will not be delivered : if he does not himself attend, he must endorse a request for Delivery to the person to whom he wishes it made. If the consignment or this Railway Receipt is sold one or more times, the endorsement must be a distinct order to deliver to a certain person or Firm, and this order must be on a one-anna stamp. If more than one order appear on the face hereof, each order must bear a stamp.

বাহার নামে এই মাল চালান হইবারে, তাহাকে এই রসিদ দাখিল না করিলে মাল দেওয়া বাইবেক না যদি সে বরং না আসিতে পারে তবে বাহাকে মাল দেওয়া বাইবে তাহার নাম এই রসিদের উপর লিখিয়া দস্তখত করিতে হইবে। যদি চালান কিম্বা এই রেলওয়ে রসিদ এক বার অথবা এক বারের অধিক বিক্রয় করা হয়, তাহা হইলে যে ব্যক্তিকে বা যে কারিগকে মাল দেওয়া বাইবে তাহার নামে এই রসিদের উপর এক আনা দামের ষ্টাম্প দিয়া হকুমনামা লিখিয়া দস্তখত করিয়া দিতে হইবে। একটর অধিক হকুমনামা লেখা থাকিলে প্রত্যেক হকুমনামার কারণ এক এক খানি ষ্টাম্প দিতে হইবে।

For conditions of contract, see back.

(Signature)

I (We) hereby certify that I (we) am (are) aware that the Railway Administration has received the above-mentioned Goods subject to the conditions noted on the back, and that I (we) agree that it should receive them subject to these conditions.

Sender's Signature

THE STATE RAILWAY DEPARTMENT HEREBY GIVES PUBLIC NOTICE

That it will not be accountable for any articles unless the same are signed for as received by their Clerks or Agents, and the State Railway Department will not be liable for loss or damage arising from Fire, the act of God or Civil Commotion, nor for the loss of or damage arising to the following articles, namely:—Gold or silver, coined or uncoined, manufactured or unmanufactured; plated articles, cloth and tissue and lace of which Gold or silver forms part; precious stones, jewellery, trinkets, watches, clocks or time-pieces of any description, Government securities; Government stamps, bills of exchange, hundies, promissory notes, bank notes, orders or other securities for payment of money, maps, writings, titles, deeds, paintings, engravings, lithographs, photographs, carvings, sculpture and other works of art; glass, China marble; silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials; shawls; lace; opium; ivory; ebony; sandalwood, sandalwood oil; musical and scientific instruments, unless the value and nature of such articles shall have been declared by the sender, and an insurance rate over and above the Railway charge for carriage shall have been paid to and accepted by some person duly authorized to receive the same on behalf of the State Railway Department neither will the said State Railway Department be liable for any loss or damage arising to goods insufficiently or improperly packed, marked, directed, or described, or containing a variety of articles liable by breakage to damage each other or other articles or from leakage arising from bad vessels or cooerage or from fermentation.

The State Railway Department's responsibility for all goods will be considered to have terminated when twenty-four hours have expired after arrival at the Station to which they are consigned, they will afterwards be at the owner's risk, and in all cases when goods are warehoused by the State Railway Department they will be at the owner's risk.

Any person who shall attempt to send by Railway, Gunpowder, Lucifer or Congreve Matches, Vitriol, Ardent Spirits, Turpentine, Naphtha, Kerosine Oil, Sulphuric Acid, Gun-cotton or articles of an explosive or highly combustible nature, without distinctly marking the nature of such articles on the case containing them, or otherwise giving notice in writing to that effect to the Clerk or Agent of the State Railway Department to whom they are delivered, will be liable to a fine not exceeding Rs. 200 for each offence; and if any person shall wilfully fail to give a true account of what he knows to be the contents of any Parcel or Package sent by Railway, or shall wilfully give a false account of the same to any servant of the State Railway Department receiving such Parcel or Package, he shall, for every such offence, be liable to a fine not exceeding five rupees per maund of such property; and such fine shall be in addition to any charge to which such property may be liable.

Applications for the insurance of any excepted articles valued at Rs. 500 or upwards, are to be made to the Traffic Superintendent of the Railway. The Station Masters at the several Stations on the line are authorized to accept an insurance rate for any excepted articles valued at from Rs. 250 to 500; and no other persons, except those alluded to herein, are authorized to accept such rates.

All Claims against the State Railway Department for loss or damage to Parcels or Luggage must immediately be made to the Clerk in charge of the Station to which they have been booked, and a written statement of the description and contents of the articles missing, or of the damage received, must be sent forthwith to the Traffic Superintendent, otherwise the State Railway Department will not hold itself responsible.

No persons shall be entitled to a refund of overcharges of freight on goods unless his claim is preferred in writing to the Railway Administration within six months from the date on which the goods are delivered for carriage by Railway.

کوئی شخص ریل پر مال روانہ کرنے کے لیے اگر زیادہ کرایا دے تو مال پہنچانے کے تاریخ سے چھ مہینہ کے اندر انیسر ریلوے کے پاس لکھ کر درخواست لکرنے سے اسکو رے

زائد کرایہ واپس کا حق اور نہرکا *
 کوئی شخص ریل پر مال روانہ کرنے کے لیے اگر زیادہ کرایا دے تو مال پہنچانے کے تاریخ سے چھ مہینہ کے اندر انیسر ریلوے کے پاس لکھ کر درخواست لکرنے سے اسکو رے

NOTE.—It must be distinctly understood that the State Railway Department claims the right to correct any charges made on goods that may be undercharged in the Railway Receipt, and that it reserves the right of remeasurement, reweighment, and recalculation of charge at the place of destination. The amount of cash entered above is only an estimate, and is subject to revision.
 DEMURRAGE.—All goods left on the Railway premises longer than the stipulated time, after arrival at destination, will be liable to a demurrage charge as per tariff. The State Railway Department does not undertake to send notice of arrival of goods to the Consignee, and non-receipt of such advice will not entitle the Consignee to exemption from demurrage. if the goods are not taken delivery of in the time allowed.
 Goods booked to a Foreign Railway Station are subject to the rules and regulations, and wharfage and other charges, in force on such Railway.

STATE RAILWAY.

GOODS FORWARDING NOTE No. _____

To the _____ State Railway.

Please receive the undermentioned goods, and forward to _____ as consigned below.

Station _____ 188

Name of Sender _____

Sender's Agent's signature_____

Address

Carriage to be paid by _____

I do hereby certify that I have satisfied myself that the description, marks, weight or quantity and class of Goods consigned by me, have been correctly entered in this Forwarding Note.

Signature _____
Address _____

বহার দ্বারা আমান সার্টিফিকেটেরই যে আমান
উদাহরণের দ্বারা নিশ্চয়রূপে অবগত হইবার যে, যে
দফন নাল আমান দ্বারা পাঠান হইয়াছে তাহার
বিক্রয়, ওজন, পরিমাপ, মার ও দ্রাশ অর্থাৎ
শ্রেণী এর টালান পক্ষে বহাথ নিশ্চিত হইয়াছে।

7.6

10.1

वधरिये ईशक ने शपथ से दिनकर का हाथ ऊँ
के जो राय मारस मेरे घरिये से भेजा जाऊ है
उत्ता बदान, वोजन, काश, वो मारका और
प्रेमस दाने सेनी तप ईश सावान में दोष सिद्ध
हवा है ।

दस्तावेज
नं. १११

اسمون لکھ دیتا هون که مڊن خوب تدارک کرکے دیکھا که چو سب مال میرے دریغ سے بیوجا تیا اوسکا بیان و نشانیاں و تعداد اوز وزن اوز ہرچہ سب اس جاتن مین لکھا ہوا مستحکم ہی

(_____)
(_____)

Time Goods received in weigh Shed _____ entered by _____ weighed by _____ Time Goods received in Warehouse _____ checked by _____

We sent to Receipt Clerk _____ Receipt Clerk's signature _____ weighed by _____ time Goods received in Warehouse _____ checked by _____
 _____ by whom loaded _____ Receipt No. _____ time sent back for loading _____ date loaded _____ loaded time _____

by whom loaded _____ Receipt No. _____ time sent back for loading _____ date loaded _____ loaded time _____
Wagon Nos. _____
Invoiced by _____ when left _____ Train No. _____ Description _____ Invoice No. _____ date _____

46

FORM No. SN. 6.

STATE RAILWAY.

No. _____

LOCAL.

No. _____

HORSES, CARRIAGES AND DOGS, &C., TICKET.

No. _____

_____ o'clock Train _____ day of _____ 18__

_____ o'clock

Sender's name _____

Sender's name _____

To whom consigned _____

To whom consigned _____

From _____ to _____

From _____

Number.	Description.	Number on Horse Box or Carriage Truck.	Amount charged.		
			Rs.	A.	P.
	Horses				
	Carriages (1 in a Truck)				
	Ditto (2 in a Truck)				
	Palanqueens				
	Dogs, &c.				
	Attendants carried free				
Insurance, certified value Rs. _____ at $\frac{1}{2}$ per cent., per 100 miles or fraction of a hundred miles					
TOTAL Rs.					

Number. _____

Horse
Carriage
Ditto
Palanqueens
Dogs,
Attendants

Insurance, certified value Rs. _____ at $\frac{1}{2}$ per cent., per 100 miles or fraction of a hundred miles

The Railway will not be responsible for any injury a horse may receive in being put into or taken out of a Van, or any hurt or injury which may happen to it while in the Van, except such as may be caused by any fault or negligence of the servants of the Railway or by any accident which may occur to the carriage or train by which it is conveyed. Each horse must be in charge of a groom.

The receiving
any mistake is made
This Ticket is
destination.

I perfectly agree to the above conditions and send the horse in accordance with same as witness my hand.

Witness to Signature

Signature of Sender or Agent.

অবশ্যই দু'লা চারিলাত টাকার উর্দু হইলে, লতকরা আড়াই টাকার হিসাবে ভাড়া অধিক দিতে হইবে। যে টেসন হইতে অবগত থাকিতে উঠিবে কিবা যেখানে নামিবে অথবা যে কোন টেসনে বিশ্রামার্থে থাকিবে, সেই সেই স্থানে কিবা গাড়িমধ্যে যদি তাহার কোন প্রকার লাঘাত প্রাপ্ত হয়, তখননা রেলওয়ে দায়ী হইবে না, কিন্তু তাহাদিগের কর্মচারীগণের অনবধানতা বা অন্য কোন দোষে অথবা গাড়িমধ্যে বৈষম্যকর কোন হানি হইলে দায়ী হইবে। প্রত্যেক যোড়ার সহিত এক এক জন অবরক্ষক থাকিবে।

আমি সন্ধ্যাকালে উপরোক্ত নিয়মাবলি জ্ঞাত হইয়া অব্যর্থ পারাইতেছি।

সাক্ষি।

অব্যর্থ প্রেরকের স্বাক্ষর।

وضع ہوئے نہ جس گپوریکا قیمت واید از مبلغ چار سو روپیہ ہی محصور اوسکا بحساب فی صد مبلغ دو روپیہ ہشت آنہ زاید از محصور واجبی لیا جاریکا • جس جس اسٹیشن پر گھوڑا چڑھایا یا اورتارا جارے خواہ واسطے آرامگاہ کے قیام پذیر رہی اگر چڑھانے و تارنے میں گارہی کے خواہ قیام پذیر میں اوسکو کچھہ زخم خواہ نقصانی پہونچے تو جوابدہ اسبات کا ریلوے نہیں ہو سکتا ہی تا تکنیکہ کچھہ ہرج و نقصانی ضرور اور غفلت سے نوکران ریلوے مذکور کے خواہ کوئی و ترعات ناگہانی سے گارہی کے جسمیں گھوڑا چڑھایا جارے نہ ہوے ہر ایک گپوریکے شامل ایک سائیس واسطے حفاظت کے رہیگا

ہمک شرط ہائے مذکورہ بالا بہر صورت دیول و منظور ہی اور مطابق اوسکے گھوڑا بھیجتے ہیں و دستخط کردہتے ہیں

دستخط بھیجیوالے کا

सब लोगोंको खबरदार किया जाता है के जिस घोड़ेका किम्मत चार सौ रुपैया से बेसी होवे तो महसूल उल्का बहि़साब फी सौ २॥ रुपैया बेसी लिया जावेगा । अगर्चे चढ़ाने में उतारने में या गाड़ीमें घोड़ा को जिस छेसन से चढ़ाया जावे और जिस छेसन में उतारा जावे याके किसी छेसन में आराम करने के वास्ते उतारा जावे कुछ जखम खाइ नो खाना होवे तो इस्का जवाबदेही देखवे की संवाय इस हालतके, के अगर कोई जखम या नोकसानी कशुर या गफ़लत से नौकरान देखवे के खाइ कोई वारदात गाड़ी में जिस में घोड़ा होवे होजाये नही है । हरएक घोड़ा एकर सार्इस के हेफ़ाजत में रहेगा ।

हमको सर्त मजदुरबाबा हरशूरत से कबुल वो मझूर है और मोताबिक उल्हे घोड़ा भेजते हैं और सही कर देते हैं ।

रखखब भेजनेबाबा का।

THE STATE RAILWAY ADMINISTRATION

HEREBY GIVES PUBLIC NOTICE

That it will not be accountable for any articles unless the same are signed for as received by its Clerks or Agents, and the State Railway Department will not be liable for loss or damage arising from the act of God or Civil commotion, nor for the loss of, or injury to, the following articles, namely:—gold or silver, coined or uncoined, manufactured or unmanufactured; plated articles; cloths and tissue and lace of which gold or silver forms part not being the uniform; or part of the uniform of an officer, soldier, sailor, police officer, or person enrolled as a Volunteer under the "Indian Volunteers' Act, 1869, or any Public Officer, British or Foreign, entitled to wear uniform, pearls, precious stones, jewellery, and trinkets; watches, clocks and time-pieces of any description; Government securities; Government stamps; bills of exchange, hundies, promissory notes, bank notes, and orders or other securities for payment of money; maps, writings and title-deeds; paintings, engravings, lithographs, photographs, carvings, sculptures and other works of art; art pottery, and all articles made of glass, china or marble, silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials; shawls, lace, and furs, opium, ivory, ebony, coral and sandalwood, musk, sandalwood oil; and other essential oils used in the preparation of *its*, or other perfume; musical and scientific instruments; unless the value and nature of such articles shall have been declared by the Sender, and an insurance rate, over and above the Railway charge for carriage, shall have been paid to, and accepted by, some person duly authorized to receive the same on behalf of the State Railway Department; neither will the State Railway Department be liable for any loss or damage arising to goods insufficiently or improperly packed, sealed, directed or described, or containing a variety of articles liable by breakage to damage each other or other articles or from leakage from bad vessels or coo-perage, or from fermentation.

The State Railway's responsibility for all goods and parcels will be considered to have terminated when twenty-four hours have expired after arrival at the Station to which they are consigned. They will afterwards be at the owner's risk, and in all cases when goods are warehoused by the State Railway they will be at the owner's risk.

The delivery of carted goods will be considered complete when the same are unloaded out of the wagon, dray, van or cart, and placed at the door of the consignee; the cellaring or warehousing of them afterwards will be at the owner's risk, so also will be the removal of goods from the sender's premises into the cart or wagon.

Any person who shall attempt to send by Railway gunpowder, lucifer or congreve matches, vitriol, ardent spirits, turpentine, naphtha, kerosine oil, or articles of an explosive or highly combustible nature, without distinctly marking the nature of such articles on the case containing them, or otherwise giving notice in writing to that effect to the Clerk or Agent of the State Railway Department to whom they are delivered, will be liable to a fine not exceeding Rs. 200 for each offence; and if any person shall wilfully fail to give a true account of what he knows to be the contents of any parcel or package sent by Railway, or shall wilfully give a false account of the same to any servant of the State Railway Department receiving such parcel or package, he shall, for every such offence, be liable to a fine not exceeding five Rupees per maund of such property; and such fine shall be in addition to any charge to which such property may be liable.

The only person authorized to accept an insurance rate on behalf of the State Railway Department for any articles, valued at Rs. 500, or upwards, is the Traffic Superintendent of the Railway. The Station Masters at the several Stations on the line are authorized to accept an insurance rate for any articles, valued at less than Rs. 500, and no other persons, except those alluded to herein, are authorized to accept insurances.

All claims against the State Railway Department for loss or damage to parcels and luggage must immediately be made to the Clerk in charge of the Station to which they have been booked; and also a written statement of the nature of the damage received and contents of the articles missing must be forwarded to the Traffic Superintendent within twenty-four hours, otherwise the State Railway Department will not hold itself responsible.

STATE RAILWAY.

PARCELS CONSIGNMENT NOTE.

 T_c

The Station Master,

Station

SIR

Please receive for despatch per.

State Railway* _____ marked _____

containing

to be forwarded to _____ and to be delivered

thereto _____ Railway Carriage

paid by _____ at _____

Being acquainted with the conditions printed on the back I hereby consent to be

bound by them

N. B.—The State Railway Department will not guarantee any packages to go by required trains unless they be at the station one hour before the time advertised for starting and accompanied with one of these notices. If packages are differently addressed or marked, the weight should be given separately in a separate Consignment Note for each mark or address.

• Here enter box, bundle, parcel, &c., as the case may be

[illegible]

অতি স্নেহের সহিত প্রিয় বন্ধুদের প্রতি আমার আশীর্বাদ।

[illegible]

تصویر - ۱۱: سید درویش خان، صورت، بولک و منظرهای او در حوالی ارضه "۱" در تپه قبوت و دستفروشی در تپه "۱" (۱۹۸۰)

[illegible][illegible]

दशरूपकं नमो नमो

ADMINISTRATION

主理

same are signed for as received by for loss or damage arising from damage arising to the following articles or unmanufactured; plated articles part, precious stones, jewellery, Government securities, Government orders or other securities for pay- ments, lithographs, photographs, car- ings, manufactured or unmanufact- s, shawls, lace, opium, ivory, ebony, unless the value and nature of such insurance rate over and above the ed by some person duly authorized said Railway be liable for any loss, ed, marked, directed or described, ge each other, or other articles, or mentation.

parcels will be considered to have arrived at the Station to which they are consigned in all cases when goods are ware-

powder, lucifer or congreve matches, articles of an explosive or highly inflammable nature, or any such articles on the case contained in the Schedule, subject to the Manager of the State Police, shall be fined not exceeding Rs. 200 for each offence; and if he knows to be the contents of the same, he shall give a false account of the same to the Manager of the State Police, he shall, for every such offence, be fined not exceeding Rs. 200 for every such offence, and such property; and such fine shall be paid to the Manager of the State Police.

valued at Rs. 500 or upwards, are
masters at the several Stations on the
ted article valued at sums less than
rein, are authorized to accept such

Damage to parcels or luggage must be reported to the Railway immediately after delivery to which they have been booked; otherwise the Railway will not be responsible for the articles missing or of the damage sustained, otherwise the Railway will not be responsible for the articles missing or of the damage sustained.

freight on parcels unless his claim is
6 months from the date on which the

کرٹی شخص ریل پر پارسل
تاریخ سے چھ مہینہ کے اندر ان
زائد کرایہ واپس کا حق اور نہرگا *

र जिन्नादा किराया दे तो पासल
के पास लिखकर दरखास्त न
न होगा ॥

RAILWAY CONFERENCE, 1893.

A

*Questions to be placed before the Railway Conference of 1893, for
decision.*

No. 20.

RAILWAY CONSIGNMENT AND RECEIPT NOTES.

RAILWAY CONSIGNMENT AND RECEIPT NOTES.

ISSUE.

The advisability, having regard to the provisions of Act IX of 1890, of revising the existing forms for railway consignment and receipt notes, and of framing, in place of the existing forms, suitable standard forms for general adoption on all railways in India.

Extract from the proceedings of Railway Conference of 1883 Resolution No. 77.

Discussion on Question No. 7A, suggested modifications in the miscellaneous Goods Receipt Form, S. N. 36, proceeded with :—

Proposed by Mr. Lightfoot, seconded by Mr. Conder,—

That in the opinion of this Conference the uniformity of the conditions to be printed upon Consignment Notes and Goods Receipts is very desirable ; but that it is not advisable to make any general alteration in the existing forms until the new Railway Bill is made law.

But that on the Railway Bill being passed, it will be advisable to take the opinion of the Law Officers of the Crown as to what conditions, if any, or what alterations of present conditions on the Consignment Notes and Goods Receipts are necessary under the altered legislation.

Proposal put, and *agreed to* without dissent.

No. 391, dated 18th July 1891.

From— H. P. BURT, ESQ., Secretary, Railway Conference,

To—The Agents, Bombay, Baroda and Central India, East Indian, Great Indian Peninsula, South Indian and Indian Midland Railways. The Agents and Chief Engineers, Southern Mahratta, Bengal and North Western, Rohilkhand-Kumaon, and Bengal Nagpur Railway Companies. The Agents and Managers, Madras and His Highness the Nizam's Railways. Managers, North Western, Eastern Bengal State and Oudh and Rohilkhand Railways. Managers and Engineers-in-Chief, Bhavnagar Gondal-Junagar-Porbundar Railway and Burma State Railway.

With reference to resolution No. 77 of the Railway Conference of 1888, regarding the desirability of uniformity in the conditions to be printed upon

consignment notes and goods receipts, I am directed by the President to forward samples of the forms* noted in the margin, which are at present in use on state railways, and to request that, having regard to the provisions of the Indian Railways Act, No. IX of 1890, especially of section 72, you will favour me with an expression of your opinion as to what alterations and modifications in the forms you consider necessary.

1. Goods receipt form No. S. N. 36
2. Parcels receipt form No. S. N. 11.
3. Parcels consignment note form S. N. No. 10.
4. Passengers luggage ticket (local) No. S. N. 4.
5. Passengers luggage ticket (foreign) No. S. N. 4 A.
6. Horses, carriages and dogs, &c., ticket (local) No. S. N. 6.
7. Horses, carriages and dogs, &c., ticket (foreign) No. S. N. 6 A.

No. 391 ½, dated 18th July 1891.

Endorsed by the Government of India, Public Works Department.

Copy, for information, to Secretary to the Government of India, Public Works Department ; Agent and Chief Engineer, Bengal Central Railway ; Agent and General Manager, Assam Railways and Trading Company ; General Manager and Chief Engineer, Darjeeling-Himalayan Railway ; Managers, Jodhpore Railway, Nalhati State Railway and Jorhat State Railways ; Manager and Executive Engineer, Morvi Railway ; Managing Agents, Deoghur Railway ; Consulting Engineers, Calcutta, Lucknow, Central Division, Madras and Bombay.

* *Vide* Appendix A to this question.

Extract from letter No. 9559-T., dated the 25th August 1891, from the Agent, Bombay, Baroda and Central India railway, to the Secretary, Railway Conference.

With reference to your letter No. 391, dated 18th July 1891, forwarding, for opinion, sample forms of Consignment Notes and Receipt Notes at present in use on State Railways, I have the honour to invite your attention to Resolution No. 77 of the Railway Conference of 1888, wherein it was agreed that it would be advisable to take the opinion of the Law officers of the Crown as to what conditions, if any, or what alterations of present conditions on the Consignment Notes and Goods Receipts are necessary under the new Railway Act (No. IX of 1890); and to suggest that legal opinion may be obtained and circulated to the Railway Administrations before the conditions on the existing forms are revised.

* * * * *

No. 9868—8850-C., dated the 12th September 1891.

From—The Agent and Chief Engineer, Bengal-Nagpur railway,
To—The Secretary, Railway Conference.

With reference to resolution No. 77 of the Railway Conference of 1888, I beg to inform you that I consider the forms forwarded to me under cover of your circular No. 391, dated 18th July 1891, are suitable for the purposes requiring order Nos. 41 of 16th January 1886, and 215 of 10th November 1888, respectively.*

* S. O. No. 41 of 1886, Public Works Department Code, Volume IV, 2nd edition.

Forms.—Cancel the undermentioned existing forms and substitute the accompanying forms bearing the same numbers :—

No. S. N. 4 Luggage ticket (local).

No. S. N. 4-A., Luggage ticket (foreign).

* * * * *

S. O. No. 215 of 10th November 1888, Public Works Department Code, Volume IV, 2nd edition. Forms.—Form No. 36. *Omit the following words from the note on the face of this form: "and this order must be on a one anna stamp. If more than one order appear on the face hereof, each order must bear a stamp."*

No. 8676-20 E. R., dated the 16th October 1891.

From—The Manager and Engineer-in-Chief, Burma state railway,
To—The Secretary, Railway Conference.

With reference to your Circular letter No. 391, dated 18th July last, I have the honour to forward herewith copy of letter† from the Traffic Superintendent, together with Goods Receipt note form* therein referred to shewing the alterations and modifications suggested by that officer, and to state that I have nothing to add to Mr. Innes' suggestions, in which I concur.

† *Vide* suggestions on page xxiv of Appendix A.

* Same as state railway form.

Extract para. 2 of letter No. 4622, dated the 24th October 1891, from the Manager and Engineer-in-Chief, Bhavnagar-Gondal-Junagarh-Porbandar railway.

The Examiner of accounts of this railway remarks that on account of the above changes* and combinations* of forms the present system of station accounts will not suffer in the least; but the reduction of the number of forms, books and paper-ticket books at the station will on the contrary facilitate work.

* *Vide* pages iv, v, xxiv, xxxiii, xlii and xlv of appendix A to this question.

No. 18351-2951, dated the 28th October 1891.

From—The Agent, South Indian railway,
To—The Secretary, Railway Conference.

Your Circular letter No. 391, dated the 18th July last. I do not consider any alteration to be necessary in the conditions printed upon the consignment notes and goods receipts of state railways.

It is proposed that these conditions shall be declared under section 72 (2) (b) of the Indian Railways Act, 1890, to be in a form approved by the Governor General in Council.

Extract para. 2 of letter No. 5301, dated the 2nd January 1892, from the Agent, Southern Mahratta railway.

As decided at the Railway Conference of 1888, the alterations necessary in existing forms to meet the altered state of the law is a matter that it would be advisable to refer to the Law officers of the Crown to secure uniformity in the conditions obtaining on all railways.

Extract para. 5 of letter No. 1006-323, dated the 16th January 1892, from the Agent, Indian Midland railway.

5. The suggestion contained in last paragraph of our Auditor's letter is, I think, a good one, and I should be glad to see it carried out.

Extract para. 8 of letter No. 7306-T., dated the 25th November 1891, from the Chief Auditor, Indian Midland railway.

8. Having regard to the provisions of the Indian Railways Act of 1890, (especially of section 72), it would appear desirable that a set of conditions should be formed applicable as far as possible to all railways, and approved by the Governor General in Council. I would suggest, therefore, that the Traffic Authorities of the various companies be asked to draw up such conditions for approval.

No. 6835, dated the 4th August 1892.*

From—The Agent, East Indian railway,
To—The Secretary, Railway Conference.

Referring to correspondence ending with your No. 21 of the 20th July last, on the subject of modifications, &c., that may be considered desirable in the present forms of consignment note, &c., in use on state railways, I have the honour to state that I consider it would be desirable to introduce general uniformity in such documents on all Indian railways, and I would suggest the subject being brought before the next Conference.

The subject has been under consideration on the East Indian railway during the last year. The main points at present appear to be as follows :—

- I.—Whether it would not be more convenient that the consignment note and not the railway receipt note should be considered as the contract.
- II.—The necessity for the forms receiving the approval of the Governor General in Council.
- III.—The conditions necessary and desirable to be endorsed thereon.

With reference to III, the condition as to the limitation of liability after the arrival of goods at destination is the one that has been giving most concern lately on this railway.

* See also page xii of appendix A for further communication.

It seems a question as to whether it is practicable to contract yourself entirely out of such liability. It is, moreover, a consideration of expediency as to how far it is desirable for railways to attempt to impose such a condition. On the other hand, it is essential that they should have some means of protecting themselves when, in a heavy rush of traffic, their sheds become crowded and consignors refuse to remove within a reasonable time. Putting up demurrage is not always an answer to such a difficulty, at any rate not a practical one.

The conditions in the contract, whether it be the consignment note or the receipt note, would seem to me to only require to embrace any limitation of liability in excess of the limitation provided for by law. The repetition of any conditions covered by the law seems superfluous.

As previously stated, I think the matter could be more conveniently considered at a conference.

No. 40, dated 14th November 1892.

From—The Secretary, Railway Conference,

To—The Secretary to the Government of India, Public Works Department.

Referring to correspondence ending with my endorsement No. 391¹, dated the 18th July 1891, on the subject of the desirability of uniformity in the conditions to be printed on forms of consignment note and goods receipts, &c., as suggested in resolution No. 77 of the Railway Conference of 1888, I am now directed to submit for information a tabular statement * showing how the several railway administrations addressed in my letter No. 391 of the 18th July 1891 propose to amend the existing forms referred to therein, together with a set† of the forms at present in use on state railways.

* Reproduced in book form—vide appendix A to this question.

† Vide appendix A to this question.

2. I am to add that as it is proposed to discuss the alterations suggested at the forthcoming Railway Conference in view to a form suitable for general adoption being drawn up, the President will be glad to be favoured with legal opinion on the various points raised, which appear to be as follows:—

I. Is it necessary on the several forms which constitute the contract between the consignor and the railway administration for the carriage and delivery of the parcel, animal, or goods, as the case may be, to repeat *in extenso* the various limitations of liability which are covered by the different sections in chapter VI from section 52 and chapter VII of the Act? If not, is it sufficient to merely refer to the sections, and to simply say that "the goods, &c., are carried on the terms and conditions prescribed in the Act?" Is such a remark superfluous?

II. Must all the other conditions with respect to the receiving and forwarding of goods, &c., which the railway administration may make under section 54 of the Act be set forth in full on the receipt notes, or is it sufficient to publish them in the tariffs, and invite a reference thereto; and to be legally binding on the consignor or consignee must such conditions be formally sanctioned by the Governor General in Council?

III. In regard to the conditions which may be drawn up under II, if they must be printed in full on the forms, is it absolutely necessary, in order that they may be legally binding on the consignor, that he should sign, saying that he agrees to them?

IV. Amongst the conditions which several railway administrations now lay down under II are the following:—

(a) That the railway's responsibility for luggage, parcels, and goods entirely terminates when 24 hours have expired after arrival at the station to which they are consigned.

(b) That a sender is bound to truly declare the contents of any parcel tendered for despatch under a penalty of Rs. 10 per maund.

Are such conditions legal, and can a railway administration contract itself out of liability for goods after arrival at destination? In this connection, I am to

observe, that it is essential that the railway administration should have some means of protecting itself when, in rushes of traffic, consignees refuse to take delivery in reasonable time and the railway company's sheds become crowded. Increasing the demurrage, rate is not always feasible.

3. As regards the goods consignment and receipt note * marked A and B

* Vide appendix A to the question.

respectively, I am to enquire whether there would be any legal objection to the consignment note and not the railway receipt being made the contract, provided that all the necessary conditions relating to the carriage of the goods are duly entered on the former.

No. 84-R.T., dated 15th February 1893.

Memo. by—The Assistant Secretary to the Government of India, Public Works Department.

The undermentioned paper is forwarded to the President, Railway Conference, for information, with reference to his letter No. 40, dated 14th November 1892.

Document referred to.

Copy of opinion of the Officiating Advocate General regarding the conditions to be printed on goods receipts and consignment note forms.

Copy of the questions submitted to the Hon'ble the Advocate General.

Copy of the opinion given by the Hon'ble the Advocate General.

1. Is it necessary on the several forms which constitute the contract between the consignor and the railway administration for the carriage and delivery of the parcel, animal, or goods, as the case may be, to repeat *in extenso* the various limitations of liability, which are covered by the different sections in chapter VI from section 52 and chapter VII of the Act? If not, is it sufficient to merely refer to the sections, and to simply say that "the goods, &c., are carried on the terms and conditions prescribed in the Act?" or is such a remark superfluous?

2. Must all the other conditions with respect to the receiving and forwarding of goods, &c., which the railway administration may make under section 54 of the Act be set forth in full on the receipt notes, or is it sufficient to publish them in the tariffs and invite a reference thereto, and, to be legally binding on the consignor or consignee, must such conditions be formally sanctioned by the Governor General in Council?

1. I am of opinion that there is no legal duty imposed upon a railway administration to repeat *in extenso* the various limitations of liability which are covered by sections 52 to 82 of Act IX of 1890 on the several forms, which constitute the contract between the consignor and the railway administration. It is, however, I think desirable to refer to these sections on the forms by stating that the goods are carried on the terms and conditions prescribed in sections of the Act (referring to the sections by number).

2. There is no obligation cast upon a railway administration to set forth in full the conditions imposed under section 54 of Act IX of 1890. All that is necessary is as provided by sub-section (2) of that section, *viz.*, "that the railway administration shall keep at each station on its railway a copy of the conditions for the time being in force under sub-section (1), and shall allow any person to inspect it free of charge at all reasonable times." It will be sufficient and no doubt proper to publish them in tariffs, and thus invite the attention of the public to them. To be legally binding on the consignor or consignee, these conditions need not be formally sanctioned by the Governor General in Council. These conditions are

Copy of the questions submitted to the Hon'ble the Advocate General—
concl'd.

Copy of the opinion given by the Hon'ble the Advocate General—
concl'd.

3. In regard to the conditions, which may be drawn up under II, if they must be printed in full on the forms, is it absolutely necessary, in order that they may be legally binding on the consignor, that he should sign, saying that he agrees to them?

4. Amongst the conditions which several railway administrations now lay down under II are the following:—

(a) That the railway's responsibility for luggage, parcels and goods entirely terminates when 24 hours have expired after arrival at the station to which they are consigned.

(b) That a sender is bound to truly declare the contents of any *parcel* tendered for despatch under a penalty of Rs. 10 per maund.

Are such conditions legal and can a railway administration contract itself out of liability for goods after arrival at destination? In this connection it is essential that the railway administration should have some means of protecting itself when in rushes of traffic consignees refuse to take delivery in reasonable time and the railway company's sheds become crowded. Increasing the demurrage rate is not always feasible.

5. As regards the goods consignment and receipt note* marked A and B, respectively, whether there would be any legal objection to the consignment note and not the railway receipt being made the contract, provided that all the necessary conditions relating to the carriage of the goods are duly entered on the former.

(Sd.) R. LEYCESTER UPTON,

Solicitor to the Govt. of India.

22nd December 1892.

imposed subject to the control of the Governor General in Council, to whom, in order that he may exercise such control, it is, I conceive, necessary that they should be submitted before being imposed.

3. I have in my answer to the last question stated that there is no obligation cast on a railway administration to print these conditions in full on the forms. If, however, they are printed, it is not necessary that they should be signed by him with a statement that he agrees to these conditions in order that they should be legally binding on the consignor.

4. (a) This condition is not legal. A railway administration by such a condition cannot contract itself out of liability for goods after arrival at their destination. Section 56 of Act IX of 1890 gives the railway administration sufficient means of protecting itself in such cases.

(b) This condition is not necessary, regard being had to the provisions of section 106 of Act IX of 1890.

5. The consignment and receipt notes together constitute the contract, and I do not see how either standing by itself, can constitute the contract. The receipt note may, however, constitute the contract if the sender signs it in token of assenting to the conditions set out therein; but I can find no obligation imposed on the sender to do so, as there is in the case of the consignment note (see section 58 of Act IX of 1890).

(Sd.) J. T. WOODROFFE.

31st January 1893.

Appendix A to Question No. 20-A.

Goods Consignment Note—Form S. N. 35, marked A.

CONDITIONS PRINTED ON EXISTING STATE RAILWAY FORM.

Nil.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway.

The following form is forwarded:—

No. _____ GREAT INDIAN PENINSULA RAILWAY.

MEMORANDUM _____ Station, _____ 18 ____

The following Goods have this day been handed to this Company at this Station by _____ of _____ consigned to _____ and are accepted for conveyance by Railway to _____ Station, subject to the conditions printed on the other side, the sender having acknowledged on the consignment note that he is aware of those conditions, and agrees that these goods have been received by the Railway Company for conveyance subject to and upon those conditions. Mark _____

Truck No.	No. of Pack- ages.	Description of goods.	WEIGHT.				Rate.	To Pay.		Paid.		REMARKS.
			Actual.		Charged.							
			Mds.	Srs	Mds.	Srs		Rs.	a.	Rs.	a.	

This Memorandum must be given back to the Company at the time of delivery. If the consignee does not himself attend, he must endorse upon this Memorandum a request for delivery to the person to whom he wishes delivery to be made.

Station Master.

Appendix A to Question No. 20-A—contd.

Goods Consignment Note—Form S. N. 35, marked A—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—contd.

The following conditions to be printed on the back of consignment note form are recommended for adoption:—

The ————— RAILWAY hereby give notice that they accept goods for conveyance upon the following conditions only, namely:—

First—That the memorandum given to consignors when goods are handed to the company for conveyance is returned to the railway company when they deliver the goods to consignees or their agents, at destination, and that in event of the said memorandum being lost or not forthcoming, an agreement of indemnity, properly stamped according to law, be entered into, with the company before the delivery of the goods.

Second—That the company are not responsible for articles of any description unless the same shall have been signed for as received by one of their authorized clerks or agents; nor are they in any case answerable for loss of, or injury to any gold or silver, coined or uncoined, manufactured or unmanufactured, plated articles, cloths and tissue of lace of which gold or silver forms part, not being the uniform or part of the uniform of an officer, soldier, sailor, police officer or person enrolled as a volunteer under the Indian Volunteers Act, 1869, or of any public officer, British or foreign, entitled to wear uniform. Pearls, precious stones, jewellery, trinkets, watches, clocks or time-pieces of any description, Government securities, Government stamps, bills of exchange, hundis, promissory notes, bank notes, orders or other securities for payment of money, maps, writing, title deeds, paintings, engravings, lithographs, photographs, carvings, sculpture and other works of art, art pottery, glass, china marble, silk, in a manufactured or unmanufactured state and whether wrought up or not wrought up with other materials, shawls, lace, furs, opium, ivory, ebony, coral, sandal-wood, sandal-wood oil and other essential oils used in the preparation of "itr" or other perfume, musical and scientific instruments, or any articles of special value which the Governor-General in Council may, by notification in the *Gazette of India*, add to this list or any of them, contained in any parcel or package which shall have been delivered to them for carriage, unless the value and nature of such articles shall have been declared by the sender, and an increased charge for safe conveyance of the same, that is to say, an insurance premium shall have been offered by the sender and accepted by some person specially authorised to enter into such arrangement, on behalf of the company.

Nor are they responsible for loss or damage arising from fire, the act of God, or civil commotion, nor for the loss of or damage done to goods put into returned wrappers or boxes or packages described as "Empty;" nor for any goods left until called for to order, nor for the loss of, or damage done to, any packages or their contents which are insufficiently, improperly, or incorrectly packed, marked, or directed, or described, or which contain a variety of articles liable to break or damage each other, or other articles, nor for leakage which may arise from bad casks or cooperage, or fermentation; nor for any loss of, or damage to, any goods whatever, by reason of accidental or unavoidable delays in transit or otherwise.

Third—That all goods, from whomsoever received and to whomsoever consigned or belonging, are subject to a *lien* not only for the freight and charges on the particular goods, but also for any general balance that may be due to the company by the owner, consignor, or consignee; and that if within fifteen days after the goods are ready for delivery, the money in respect of which such goods are detained be not paid, they may be sold by auction, and the proceeds applied in liquidation or reduction of the amount due and expenses.

But that fish, fruit, and all other perishable articles will be immediately sold, to secure payment of the charges thereon, if the charges are not paid as soon as the articles are ready for delivery.

Fourth—That no credit will be allowed except by special previous arrangement, to be made only with the General Traffic Manager of the Great Indian Peninsula railway, but that all goods must be paid for either before, or at, the time of delivery; and that if payment be refused, for any cause whatever when the goods are first tendered, the charge for wharfage, if any has accrued, is also to be paid before the goods are handed to consignee.

Fifth—That if goods are suffered to remain on the company's premises, or placed in their godowns, sheds or warehouses, or are not removed from their wagons, whether so remaining by direction of the consignor or consignee, or while awaiting an opportunity of

Appendix A to Question No. 20-A—contd.

Goods Consignment Note—Form S. N. 35, marked A—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—contd.

transmission, or until the consignee can receive the same, the following wharfage charges will be payable to the company before such goods will be delivered, namely:—

For goods of every description arriving at the Waree Bunder, Victoria Terminus, Colaba, or any other station which may hereafter be used from time to time, for the despatch from, or the delivery of, goods in Bombay a charge of one anna per maund per day, or part of a day, if not removed from the company's premises within twenty-four hours after midnight of the day on which they are available for delivery.

For goods of every description arriving at any of the company's stations, except Victoria Terminus, Waree Bunder, Colaba, or any other stations in Bombay, as aforesaid, a charge of two pies per maund per day or part of a day, if not removed from the company's premises on or before the day next but one, reckoning from midnight to that on which they are available for delivery.

Wharfage is not charged for Sundays, Good Fridays, and Christmas days.

Sixth—That all claims for loss or damage for which the company may be accountable are preferred in writing within six months after delivery, or partial delivery, in case of damage, or partial loss, or of receipt of advice note in case of total loss; and claims not made within that time will not be entertained, and that no person shall be entitled to a refund of overcharges of freight on goods unless his claim is preferred in writing to the General Traffic Manager, Great Indian Peninsula railway, Bombay, within six months from the date on which the goods are delivered, for carriage by this railway.

Seventh—That for the convenience of themselves and the public, the company deliver a notice of consignment or of arrival of goods to the consignee, or some person on his behalf, in cases in which the correct name and address of the consignee has been furnished to them; but that it is not compulsory on them to give such notice, and that they do not, in any case, undertake or bind themselves to do so. And in the event of the consignee or some person authorised by him, not being found at the address which shall have been furnished, or of an erroneous place of residence or business having been given, the company will not take any further steps to deliver the notice but the above mentioned charges will be payable; and perishable goods will be liable to be sold as if such notice had reached the hands of the consignee in due course.

Eighth—That any complaint as to errors or overcharges in freight, &c., are made to the General Traffic Manager within forty-eight hours after delivery.

Ninth—That the company reserve the right of re-measurement, re-weighment, and re-calculation of charges, at the place of destination and of collecting any amount that may have been undercharged before the goods are delivered.

Tenth—That goods for conveyance to stations on other railways with which the company have made arrangements to book through, are received subject to the rules and regulations, and rates and fares, of the respective companies over whose lines such goods may pass.

Eleventh—And notice is hereby further given that any person delivering or tendering for carriage by railway any dangerous or offensive goods, without giving notice of their nature to a railway servant, and distinctly marking their nature on the outside of the package containing them, or otherwise giving notice in writing of their nature he shall be punished with a fine which may extend to five hundred rupees, and shall also be responsible for any loss, injury or damage which may be caused by reason of such goods having been so brought upon the railway.

The goods thus referred to are gunpowder, matches, vitriols and other acids, ardent spirits, turpentine, naphtha, kerosine oil, sulphuric acid, gun-cotton, fireworks, crackers or any articles of explosive or highly combustible nature, which can only be accepted for conveyance under special arrangements.

Twelfth—Any person who neglects or refuses to give an account of the quantity and description of property tendered for carriage by railway, is liable to be charged the highest rate in force, or if any one wilfully gives a false account he is liable to pay a rate not exceeding double the highest rate for every maund of such property.

Thirteenth—The officers who are authorised to collect insurance charges on the excepted articles mentioned in this notice are the following, namely: The District Traffic Superintendent, the Passenger Superintendent, the Goods Superintendent, the Goods Traffic Inspector, Bombay, and the General Traffic Manager, Bombay.

Fourteenth—Goods tendered for conveyance in wet or damaged condition or so insufficiently and improperly packed as to be liable to damage or wastage in transit, can only

Appendix A to Question No. 20-A—contd.

Goods Consignment Note—Form S. N. 35, marked A—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—concl'd.

be received and carried at the risk of the owner, and upon the sender signing the risk-note authorised by Government indemnifying the company from responsibility for all losses.

Burma state railway.

Suggests that the same conditions be printed on this form as on Form S. N. 36 (*vide* page xxiv, *infra*).

Bhavnagar-Gondal-Junagarh-Porbandar railway.

Proposes the following conditions to be printed on the back of consignment note form and goods receipt:—

The railway administration hereby gives public notice that (under section 72, sub-section 2 (b) of Act IX of 1890) it receives for transit the goods entered in the schedule on the face of this, subject to all limitations of responsibility and regulations for the carriage of property contained in the Railway Act (Act IX of 1890) and to the following further conditions:—

1. That it will not be accountable for any articles unless the same are signed for as received by their clerks or agents, and the railway administration will not be liable for loss or damage arising from fire, the act of God, or civil commotion.
2. That the railway administration's responsibility as carrier for all goods will be considered to have terminated when 24 hours have expired after arrival at the station to which they are consigned: they will afterwards be at the owner's risk, and in all cases, when goods are warehoused by the railway administration, they will be at owner's risk.
3. That the railway will not be answerable for damage to goods arising from heavy rain during the monsoon months, unless articles such as are liable to sustain damage are protected by being dammed.
4. That the railway will not hold themselves responsible for any delay, loss or mis-sending of any package or consignment which is not properly marked; consignors sending goods with arbitrary marks, signs, or initials will do so on their own responsibility.
5. That no person shall be entitled to take with him or to require a railway administration to carry any dangerous or offensive goods upon a railway, *viz.*:—

Gunpowder, lucifer or congreve matches, vitriol, ardent spirits, turpentine, naphtha kerosine oil, sulphuric acid, guncotton or articles of an explosive or highly combustible nature:—

- (a) No person shall take any such goods with him upon a railway without giving notice of their nature to the station master or other railway servant in charge of the place where he brings the goods upon the railway or shall tender or deliver any such goods for carriage upon a railway without distinctly marking their nature on the outside of the package containing them or otherwise giving notice in writing of their nature to the railway servant to whom he tenders or delivers them.
- (b) If, in contravention of these rules, a person takes with him any dangerous or offensive goods upon a railway, or tenders or delivers any such goods for carriage upon a railway, he shall be punished with fine which may extend to Rs. 500 and shall also be responsible for any loss, injury or damage which may be caused by reason of such goods having been so brought upon the railway. This does not apply to any goods tendered or delivered for carriage by order or on behalf of Government.
6. That the railway may stop the carriage of dangerous luggage or goods unless their nature is declared and distinctly marked outside the package containing the same, and may require suspected packages to be opened, or may stop their transit till satisfied as to the nature of their contents.
7. That if a person, requested under section 58 of Act IX of 1890 to give an account with respect to any goods, gives an account which is materially false, he, and if he is not the owner of the goods, the owner also shall be punished with fine which may extend to ten rupees for every maund or part of a maund of the goods, and the fine shall be in addition to a rate not exceeding double the highest rate which may be in force at the time on the railway for any class of goods.
8. That all claims against the railway administration for loss or damage shall be made in writing to the clerk in charge of the station to which they have been booked before the articles in question are removed. No person shall be entitled to a refund of an over-

Appendix A to Question No. 20-A—contd.

Goods Consignment Note—Form S. N. 35, marked A—contd.

PROPOSALS AND REMARKS BY—

Bhavnagar-Gondal-Junagarh-Porbandar railway—concl'd.

charge in respect of goods carried by railway or to compensation for the loss, destruction or deterioration of goods delivered to be so carried, unless his claim to the refund or to the compensation has been preferred in writing by him or on his behalf to the railway administration within 6 months from the date of the delivery of goods for carriage by railway.

9. That the railway administration shall not be responsible for the loss, destruction or deterioration of any goods with respect to the description of which an account materially false has been delivered under sub-section (1) of section 58 of the Act, if the loss, destruction or deterioration is in any way brought about by the false account, nor in any case for an amount exceeding the value of the goods if such value were calculated in accordance with the description contained in the false account.

10. That the railway administration claims the right to correct any charges made on goods that may be undercharged in the railway receipt, and that it reserves the right of re-measurement, re-weighment and re-calculation of charge at the place of destination. The amount of cash entered in the schedule is only an estimate and is subject to revision.

11. That all goods left on the railway premises longer than the stipulated time after arrival at destination, will be liable to a demurrage charge as per Tariff. The railway administration does not undertake to send notice of arrival of goods to the consignee, and non-receipt of such advice will not entitle the consignee to exemption from demurrage, if the goods are not taken delivery of in the time allowed.

12. That packages containing articles of a perishable nature, which would become offensive if kept, will be sold by auction at the owner's risk and expense if not taken delivery of within 24 hours after arrival at destination.

13. That this receipt must be produced by the consignee, or the goods will not be delivered; if he does not himself attend, he must endorse a request for delivery to the person to whom he wishes it made. If the consignment or this railway receipt is sold one or more times, the endorsement must be a distinct order to deliver to a certain person or firm, and this order must be on a "one anna" stamp paper. If more than one order appear on the face hereof, each order must bear a stamp.

14. That the goods are received subject to such further general and particular rules and regulations, and wharfage and other charges, for the particular class of traffic as are publicly notified from time to time in the published Goods Tariff of this and all the different railway administrations over which it may have to be carried.

Eastern Bengal state railway.

Considers that conditions similar to those on form S. N. 36 (*i.e.*, Goods Receipt Note) be printed on form S. N. 35 and that such conditions be approved by the Governor General in Council.

Oudh and Rohilkhand railway.

The Manager suggests that the conditions printed on form S. N. 36 be reproduced on this form; and that the columns at the back be made on a smaller scale, as they are but little used at any station.

See also remarks on S. N. 36 (*vide* pages xxii and xxiii *infra*)

North Western railway.

The Manager remarks—

"I have also taken this opportunity of suggesting slight improvements in the present Form S. N. 35. The present form requires the sender's signature at two places, *viz.*, first on the endorsement on top and again on the certificate at foot. By combining the two into one form and printing the same at foot, the necessity for two signatures is dispensed with and more space is allowed in the body of the form for entries of consignments. I do not think it necessary to print a translation of this endorsement in the vernacular as is done on the present form."

The words "To the——state railway," "——station" and year to be printed at foot. For the endorsement and certificate substitute at foot "Please receive and forward carriage (*Here enter "Paid" or "To Pay"*) on the terms and conditions in force on the North Western railway and on any other lines over which they may have to pass, the goods which I certify are herein correctly described."

Appendix A to Question No. 20-A—contd.

Goods Consignment Note—Form S. N. 35, marked A—contd.

PROPOSALS AND REMARKS BY—

Southern Mahratta railway.

See remarks on form S. N. 36 (*vide* pages xxiii and xxiv *infra*.)

Bengal and North Western railway.

The Agent and Chief Engineer forwards the opinions of the Traffic Superintendent and the Company's Law Officer on the value of the notices limiting the responsibility of a railway for a certain time as printed on the back of forwarding and receipt notes and luggage tickets, and states that he agrees with them.

The Traffic Superintendent, after agreeing with the opinion of the Company's Law Officer, remarks as follows:—

2. As a matter of fact, railway administrations do accept responsibility for goods warehoused and on hand over 24 hours and pay compensation for damage done to these goods, and unless they did so they could not hope to secure the support of the public, besides a demurrage charge is levied. It appears therefore that it would be better to omit the clause regarding the railway's responsibility terminating when 24 hours have expired after arrival of the goods, parcels and luggage at the station to which they are consigned. In practice it is found impossible to always get sender's signatures to the declaration agreeing to the condition on the back of the receipts, &c, and even, if obtained, such agreements cannot be held binding as they have not been made in accordance with section 72 (2) (b) of the Railway Act.

3. In my opinion the condition or notices printed on the back of Consignment Notes and Goods Receipts should be those binding under the Railway Act and bearing on the following points. They should be printed in English and the vernacular:—

- (1) Excepted articles under section 75
- (2) Risk notes and responsibility under section 72.
- (3) Dangerous goods under sections 59, and 107.
- (4) Declaration of goods under sections 50 and 106.
- (5) Claims for refunds and compensation under section 77.
- (6) Carriage of goods partly by sea under section 82.
- (7) Insurance. By whom effected.

On the front of the notes notices regarding (1) giving up of receipts, (2) endorsement and stamping of receipts if consignments are sold, (3) right of railway to correct charges (4) railway not undertaking to send arrival notice and demurrage being charged if goods are not taken delivery of within stipulated time, and (5) railway not undertaking to send goods or parcels by any particular train.

4. With regard to horse carriage and dog tickets, the present notice on the back with another one added, laying down the responsibility of a railway for damages to animals under section 73 of the Railway Act may be printed.

5. In the case of luggage tickets each railway should print the amount of luggage allowed free for each class of passengers on the back of the tickets, and the free allowance should be given on any description of luggage and not on merely personal luggage. The rule (1) on the back of the enclosed local luggage ticket is one what cannot be worked to and it should therefore be cancelled.

The Company's Law Officer observes:—

2. So far as I can tell, it is clearly my opinion that the notice printed on the back of the receipts referred to by you, disclaiming responsibility after 24 hours from the arrival at a station of goods, parcels, &c., is of no legal value whatever, and would not relieve the company from liability for loss as in the case of an ordinary bailie under the Indian Contract Act.

3. I would invite your attention to sub-section 2 of section 72 of the Indian Railways Act (No. IX of 1890), in which it is clearly recited that any agreement purporting to limit the responsibility of railways for loss, &c., shall be void, unless—

- (1) it is in writing signed by or on behalf of the consignor, and
- (2) is in a form approved by the Governor-General in Council.

4. It will be apparent to you that far from being an "Agreement," the notice which you have referred to me for opinion is an *ex parte* intimation, which presumably the consignor knows nothing of till the goods or parcels have actually passed out of his possession.

Appendix A to Question No. 20-A—contd.

Goods consignment Note—Form S. N. 35, marked A—contd.

PROPOSALS AND REMARKS BY—

Madras railway.

See remarks on Form S. N. 35 (*vide* page xxv *infra*).

Bombay, Baroda and Central India railway.

Extract paragraph 5 from letter No. G-9646, dated the 11th August 1891, from the General Traffic Manager, to the Agent, Bombay, Baroda and Central India railway.

Our Goods Receipt and Consignment Note forms* were revised after careful consideration, but the notice* we give on the back of this form includes a good deal of matter which is in no way subject to agreement, as it is plainly set forth in the Railway Act, but to which it is still desirable to have the attention of senders of merchandise constantly drawn. *

* *Vide* pages viii to xii *infra*.

* * * * *

Pro. No. V 7393.

G. T. 1 No. 131 B.—revised.	
Date on which receipt was issued.	Station to
	Sender.
	Consignee.
	F. Note.
	No.
	Date.

Appendix A to Question No. 20-A.—contd.
Goods consignment Note—Form S. N. 35, marked A—contd.
Bombay, Baroda and Central India railway.—contd.

After issue of Receipt to sender, the consignment note must be pasted to this counterfoil.

G. T. 1 No. 131 B.—revised.	
BOMBAY, BARODA AND CENTRAL INDIA RAILWAY, INCLUDING RAJPUTANA-MALWA RAILWAY.	
(Includes the Rajputana State Railway, the Holkar State Railway, the Sindia-Neemuch State Railway, the Rewari-Ferozeshore State Railway, and the Cawnpore-Achnera State Railway.)	

Pro. No. V 7393.

Received from _____ Station _____ Railway, dated _____ 189 _____
to _____ the undermentioned Property, addressed to _____ to be sent by Railway, subject to the conditions stated below and on the other side, and to the Regulations of the Railway or Railways over which the goods are carried.

No. of articles.	Description of packages and species of Goods.	Marks.	WEIGHT.		Rate.	PAID.		TO PAY.		REMARKS.
			Mds.	Srs.		Rs.	A.	Rs.	A.	

The Company reserves to itself the right of refusing to deliver the goods without the production of this receipt. If the consignee does not himself attend, he must endorse a request for Delivery to the person to whom he wishes it made.

For conditions of contract see back.

(Signature) _____

NOTE.—It must be distinctly understood that the weight and description of goods as given in the Railway Receipt and Forwarding Note are inserted for the purpose of estimating the Railway charges. The Company does not admit that the actual weight as therein shown, has been received or that the description of the goods as furnished by the consignor is correct, and therefore reserves to itself the right of re-measurement, re-weighting, re-classification and re-calculation of charges at junction or place of destination.

G. T. 2,
108 F.—Revised.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY, INCLUDING RAJPUTANA-MALWA RAILWAY.
(Includes the Rajputana State Railway, the Holkar State Railway, the Sindia-Neemuch State Railway, the Rewari-Ferozeshore State Railway and the Cawnpore-Achnera State Railway.)

Please receive the undermentioned Goods from _____ STATION, _____ 189 _____
of _____ to be conveyed by Railway via the _____ Junction, subject to the conditions stated in the notice on the back hereof, to _____ Station on the _____ Railway consigned to _____

No. of Articles.	DESCRIPTION.	Marks.	Class.	SENDER'S WEIGHT.		ACTUAL WEIGHT.		Rate.	PAID.		TO PAY.		REMARKS, as to condition of Goods, Consignor to declare and sign.
				Mds.	Srs.	Mds.	Srs.		Rs.	A.	Rs.	A.	

I (we) do hereby certify that I (we) have satisfied myself (ourselves) that the description, marks, weight or quantity and class of goods consigned by me (us) have been correctly entered in this Forwarding Note, and that I (we) am (are) aware that the Railway Company has received the abovementioned goods, subject to the conditions noted on the back, and that I (we) agree that it should receive them subject to these conditions.

Sender's Signature _____

NOTE.—It must be distinctly understood that the weight and description of goods as given in the Railway Receipt and Forwarding Note are inserted for the purpose of estimating the Railway charges. The Company does not admit that the actual weight as therein shown, has been received or that the description of the goods as furnished by the consignor is correct, and therefore reserves to itself the right of re-measurement, re-weighting and re-calculation of charges at junction or place of destination.

Weighed and checked by _____ Receipt No. _____ Invoice No. _____
Loaded and checked by _____ Wagon No. _____
Date _____

Appendix A to Question No. 20 A.—contd.

Goods consignment Note—Form S. N. 35, Marked A—contd.

Bombay, Baroda and Central India railway—contd.

The following conditions are printed on the back of the foregoing consignment note submitted by the Bombay, Baroda and Central India railway.

THE BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

HEREBY GIVES PUBLIC NOTICE.

1st. That, under the Indian Railway Act of 1890, the Company will not be responsible for articles of any description, unless the same shall have been signed for as received by the Company's authorized Clerk or Agent, nor are they in any case answerable for loss, destruction, or deterioration when any of the articles mentioned below are contained in any parcel or package delivered for carriage by Railway, unless the value and nature of such parcel or package shall have been declared at the time of delivery for carriage by Railway, and unless (when the value exceeds one hundred rupees), an increased charge is paid for insurance, that is to say, unless an Insurance Premium shall have been offered by the sender and accepted by some person specially authorized to enter into such engagements on behalf of the Company:—

Gold and silver, coined or uncoined, manufactured or unmanufactured; Plated articles; Cloths and tissue and lace of which gold or silver forms part, not being the uniform or part of the uniform of an Officer, Soldier, Sailor, Police Officer or person enrolled as a Volunteer under the Indian Volunteers Act, 1869, or of any public officer, British or foreign, entitled to wear uniform; pearls, precious stones, jewellery and trinkets; watches, clocks, and time-pieces of any description; Government securities; Government stamps; Bills of exchange, hundis, promissory notes, bank-notes and orders or other securities for payment of money; Maps, writings and title-deeds; paintings, engravings, lithographs, photographs, carvings, sculpture and other works of Art: Art Pottery and all articles made of glass, china or marble; Silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials; Shawls; Lace and furs; Opium; Ivory, ebony, coral and sandalwood; Musk, sandalwood-oil and other essential oils used in the preparation of it or other perfume; Musical and scientific instruments.

2nd. The Company further give notice that they are not responsible for loss or damage arising from fire, the act of God, or civil commotion, nor for the loss of, or damage done to, goods put into returned wrappers or boxes or packages described as "Empties," nor for any goods left until called for, to order, nor for the loss of, or damage done to, any packages or their contents insufficiently, improperly, or incorrectly packed, marked, directed, or described, or containing a variety of articles, liable by breakage to damage each other or other articles, nor for leakage arising from bad casks or bad cooerage, or fermentation, nor for damage to cast-iron work, furniture or other goods of slight construction; nor for any loss or damage of any goods whatever by reason of accidental or unavoidable delays in transit or otherwise.

3rd. The Company will not be answerable for damage to goods arising from heavy rain during the monsoon months, unless articles such as are liable to sustain damage are protected by being dampered.

4th. The Company will not hold themselves responsible for any delay, loss or mis-sending of any package or consignment which is not properly marked. Consignors sending goods with arbitrary marks, signs or initials, will do so on their own responsibility.

5th. Gunpowder, Dynamite, Lucifer Matches and other articles of a combustible or dangerous nature, are conveyed in special vans constructed for the purpose and under special arrangements, and will on no account be received for conveyance until after 5 o'clock A.M. of such days as are appointed for the receiving of combustible goods, nor will such goods be allowed to remain on the Company's premises after arrival by train at their destination.

Detonators will not be received for despatch on the same day as Dynamite is received and vice versa.

6th. Any person tendering for carriage on the Railway any dangerous goods without giving notice of their nature to a Railway servant, and without distinctly marking their nature on the outside of the package, is liable to a fine of Rs. 500 and is responsible for any loss, injury or damage which may be caused by reason of such goods having been brought upon the Railway. This does not apply to any goods tendered or delivered for carriage by order or on behalf of Government.

7th. The Company may stop the carriage of dangerous luggage or goods unless their nature is declared and distinctly marked outside the package containing the same, and may require suspected packages to be opened, or may stop their transit till satisfied as to the nature of their contents.

8th. If a person shall wilfully fail to give a true account of what he knows to be the contents of any parcel or package sent by Railway, or shall wilfully give a false account of the same to any servant of the Company receiving such parcel or package,

Appendix A to Question No. 20 A.—contd.

Goods consignment Note—Form S. N. 35, Marked A—contd.

Bombay, Baroda and Central India railway—contd.

Conditions on proposed consignment note—contd.

he, and if he is not the owner of the goods, the owners also, shall be liable to a fine not exceeding Rs. 10 per every maund or part of a maund, in addition to the payment of a charge at double the highest rate in force at the time for any class of goods.

9th. Wharfage and Demurrage.—For goods suffered to remain on the Company's premises or placed in their godowns, sheds or warehouses, or not removed from their wagons, whether so remaining by the direction of consignor or consignee, or while awaiting an opportunity for transmission, or until the consignee can receive the same, the Company hereby give notice that such goods will be subject to the following charges, viz:—

At all Stations except at Bombay, Surat, Broach, Baroda and Ahmedabad for goods of all descriptions—

For the day on which the goods are available for delivery	...	...	...	No charge.
---	-----	-----	-----	------------

For the next 48 hours, counting from midnight of the day on which the goods are available for delivery	...	...	...	Ditto.
--	-----	-----	-----	--------

At Surat, Broach, Baroda and Ahmedabad—

For the day on which goods are available for delivery	...	...	...	Ditto.
---	-----	-----	-----	--------

For the next 24 hours, counting from midnight of the day on which the goods are available for delivery	...	...	...	Ditto.
--	-----	-----	-----	--------

At Bombay—

For the day on which the goods arrive	...	Ditto.
---------------------------------------	-----	--------

For the next 24 hours, counting from midnight of the day on which the goods arrive	...	Ditto.
--	-----	--------

For every succeeding 24 hours or part of 24 hours.	One anna per maund or part of a maund at STATIONS IN BOMBAY. 2 pies per maund or part of a maund at all other Stations.	Subject to a minimum charge of two annas.
--	--	---

10th. Packages containing articles of a perishable nature which would become offensive if kept, will be sold by auction at the Owners' risk and expense if not taken delivery of within 24 hours after arrival at destination.

11th. No credit can be allowed except by special arrangements, but all goods must be paid for either previously or at the time of delivery, and if payment be refused the charge for re-delivery must also be defrayed before the goods are delivered. Cheques are not accepted in payment of charges.

12th. All Goods, from whomsoever received and to whomsoever consigned or belonging, are subject to a lien not only for the freight and charges on such particular goods, but also for any general balance that may be due to the Company by the owner or consignor, or consignee, and if within fifteen days after the goods are ready for delivery any money in respect of which goods are detained be not paid, they may be sold by auction, and the proceeds applied in liquidation or deduction of the amount due and expenses.

13th. Claims.—Notice of intention to prefer a claim for loss of, or damage to, goods or animals in transit, must be given to the station master previous to the removal of the goods from the Railway premises: and a written claim must be tendered at the station or forwarded to the Traffic Manager, Bombay or Ajmere, immediately after delivery has been taken.

14th. Application for refund of over-charges and for compensation for losses.—No person shall be entitled to a refund of an over-charge in respect of animals or goods carried by Railway or to compensation for the loss, destruction or deterioration of animals or goods delivered to be so carried, unless his claim to the refund or compensation has been preferred in writing by him or on his behalf to the Railway administration within 6 months from date of the delivery of the animals or goods for carriage by Railway.

NOTE.—The above conditions apply to all parcels and goods received by the Company at all their respective offices and warehouses wheresoever situated.

Appendix A to Question No. 20 A.—*contd.*

Goods consignment Note—Form S. N. 35, Marked A—contd.

Bombay, Baroda and Central India railway—concl'd.

Conditions on proposed consignment note—*concl'd.*

Particulars of Weighment.

[illegible]

No. 6040, dated the 8th August 1893.

From—R. GARDINER, Esq., Agent, East Indian railway,
To—The Secretary, Railway Commission.

To—The Secretary, Railway Conference.

I have the honour to forward herewith for the consideration of the Railway Conference proof drafts of a revised railway forwarding note and of a revised railway receipt note.

The main points in connection with these documents are :—

- (1) That it appears necessary that the forwarding note and not the railway receipt should become the contract,
- (2) That the agreement which it formulates should be in a form of a contract, and
- (3) That as it purports to limit the liability of a Railway Company it should be in a form approved by the Governor General in Council.

I believe it has not been the practice hitherto for railways to obtain the sanction of the Governor General in Council to their forwarding note or railway receipt forms but this appears to be necessary if the conditions on them are to be legally binding.

GOODS FORWARDING NOTE No.

Please receive the undermentioned Goods, and forward to _____ as consigned below, and subject to the conditions following, which are accepted by me, *viz.* :-

I agree that the Railway Company shall not be accountable for any articles unless the same are booked and a receipt for them given by their Clerk or Agent, and that the said variety of Articles liable by breakage to damage each other or other articles, or from leakage arising from bad Vessels or Coopers, or from fermentation.

I agree that the Railway Company may decline to warehouse the goods beyond 24 hours after arrival at the station of destination, and that if the goods are not removed from the Company's premises within that time, the Company may at the expiration of the said 24 hours stack or place the goods anywhere on the Company's premises as may suit the Company's convenience, and either under shelter or in the open. And that from the expiration of 24 hours after arrival at the station of destination the goods shall be at the owner's sole risk, and the Company shall not be responsible for any loss or damage of or to the goods thenceforth occurring, however occasioned, and even though occasioned by negligence on the part of their servants.

I agree that the Signature of consignee or his Agent in the delivery book at destination shall be evidence of complete delivery and shall free the Railway Company from all further responsibility.

I agree that all Claims against the Railway Company for loss or damage to goods shall be made to the Clerk in charge of the station to which they have been booked, before delivery is taken, that a written statement of the description and contents of the Articles missing, or of the damage received, shall be sent forthwith to the Superintendent of the District in which the Station from which the Articles were despatched is situated, *i. e.*, Howrah, Sahebgunge, Dinapore, Allahabad or Tundla. Otherwise the Railway Company will be freed from responsibility.

It is distinctly understood by me, and I agree that the Railway Company has the right to correct any charges made on goods that may be undercharged in the Railway Receipt, and that they reserve the right of re-measurement, re-weighment and re-calculation of charge at the place of destination. The amount of cash entered below is only an estimate and is subject to revision.

I agree that freight shall be paid on all goods either previously or at the time of delivery, and that all goods are subject to a lien not only for the freight and charges on such particular goods, but also for any general balance which may be due to the Company by the owner or consignor or consignee.

The Railway Company will not be responsible for the loss, destruction or deterioration of parcels or packages containing the following Articles, *vis.*—Gold or Silver, coined or uncoined, manufactured or unmanufactured; Plated articles; Cloths and tissue and lace of which gold or silver form part, not being the uniform or part of the uniform of an officer, soldier, sailor, police officer or person enrolled as a volunteer under the Indian Volunteer Act, 1869, or of any public officer, British or Foreign, entitled to wear uniform; Pearls, precious stones, jewellery and trinkets; Watches, clocks or time-pieces of any description; Government securities, Government stamps, Bills of exchange, hundis, promissory notes, bank notes and orders or other securities for payment of money; Maps, writings and title deeds; Paintings, engravings, lithographs, photographs, carvings, sculpture and other works of art; Art pottery and all articles made of glass, China or marble; Silks in a manufactured or unmanufactured state and whether wrought up or not wrought up with other materials; Shawls; Lace and furs; Opium, ivory, ebony, coral and sandal-wood; Musk, sandal-wood oil and other essential oils used in the preparation of *itr* or other perfume; musical and scientific instruments; any articles of special value which the Governor-General in Council may, by notification in the Gazette of India, add to this list; when the value of such articles exceeds Rs. 100, unless the value and nature of such Articles shall have been declared by the sender, and an insurance rate over and above the Railway rate for carriage, be paid by the owner or consignee.

NOTICE TO CONSIGNORS

Signature of Sender or Deliverer of Goods _____
Witness _____

NOTICE TO CONSIGNORS

Signature of Sender or Deliverer of Goods—
Witness—

Where goods, insured as above, have been lost or destroyed, or have deteriorated, the compensation payable shall not exceed the value declared, and the burden of proving the value so declared to have been true value, shall, notwithstanding anything in the declaration, lie on the person claiming the compensation.

Applications for the insurance of any of the above mentioned Articles valued at Rs. 500 or upwards, are to be made to the District Traffic Superintendents at their respective Stations :— Howrah, Sahebunge, Dinapore, Allahabad and Tundla ; the Station Masters at the several Stations on the line are authorized to accept an insurance rate for any such article valued at from Rs. 100 to Rs. 500, but no other persons except those alluded to herein are authorized to accept such rates.

Any person who shall attempt to send by Railway Goods, articles of an explosive or inflammable nature, without having obtained permission therefor from the General Manager, shall be liable to prosecution under the Explosive Substances Act, 1868, and may also be liable to civil damages.

Any person who shall attempt to send by Railway, Gunpowder, Lucifer, or congreve Matches, Vitriol, Ardent Spirits, Turpentine, Naphtha, Kerosine Oil, Gun Cotton, Dynamite or other articles of an explosive or highly combustible nature or any dangerous or offensive goods without distinctly marking the nature of such articles on the case containing them, and giving Notice in writing of the nature of the goods to the Clerk or Agent of the Railway Company to whom they are delivered, will be liable to a fine not exceeding Rs. 500 for each offence and be responsible for any loss, injury or damage which may be caused by reason of such goods having been brought on the Railway: and if any person shall fail to give a true account of what he knows to be the contents of any Parcel or Package or Goods sent by Railway or shall wilfully give a false account of the same, to any servants of the Railway Company receiving such Parcel or Package, he shall for every such offence be liable to a fine not exceeding Rs. 10 for every maund or part of a maund of the goods in addition to any other charge to which the goods may be liable.

No person is entitled to a refund of overcharges of freight on goods unless his claim is preferred in writing to the Railway Administration, within six months from the date on which the goods are delivered for carriage by Railway.

Company's goods tariff:—All Goods left on the Railway Company's premises after arrival at destination, are liable to a demurrage charge as per tariff, and this charge will also be levied on goods left on hand pending payment of freight and charges due on them or other goods.

To whom consigned.	Station to and address.	No. of articles.	Description.	Marks.	Class.	Sender's Weight.		Actual weight at sending station.		Weight charged.		Rate per maund.	PAID.		TO PAY.		Remarks as to condition of goods, Consignor to declare and sign.
						Mds.	S.	Mds.	S.	Mds.	S.		Rs.	A.	Rs.	A.	
Carriage to be paid by _____																	

Carriage to be paid by-

Address

-Name of Sender

Station

-189

I do hereby certify that I have satisfied myself that the description, marks, weight or quantity and class of Goods consigned by me have been correctly entered in this Forwarding Note, and I agree to be bound by the conditions printed at the head of this form and on the reverse of the Railway Receipt granted for these goods.

Signature of Sender or deliverer of Goods.

Signature of Sender or deliverer of Goods.

Address-

NOTICE.—In the case of certain descriptions of goods, reduced rates are quoted where the owner accepts entire risk. Particulars can be ascertained at stations.

PAID OR TO PAY

Dated-

F. NOTE No.—

Viã

Station to

[illegible][illegible]

~ Weigh Clerk.

Loader.

Appendix A to Question No. 20^A—contd.
Goods Consignment Note—Form S. N. 35, marked A—contd.

East Indian railway—contd.

Date weighed _____ Time _____
 Date receipted _____ Receipt No. _____
 Date Invoiced _____ Invoice No. _____
 Weigh Clerk's Signature _____
 Receipt Clerk's Signature _____
 Invoice Clerk's Signature _____
 Date sent to Receipt Clerk _____ Time _____
 Date sent to Invoice Clerk _____ Time _____
 Train No. _____ of _____

(NOTE—This form is printed on the reverse of form printed on page xiii *ante*

Appendix A to Question No. 20-A—contd.
Goods Consignment Note—Form S. N. 35, marked A—contd.
East Indian railway—contd.

Pro. No. $\frac{Y}{2}$

Forwarding Note No.

Date.	From	To	Sender.	Consignee.	INVOICE.
					No. Date.

Pro. No. $\frac{Y}{2}$

Forwarding Note No.

WEIGHT.				Rate.	PAID.		To Pay.			REMARKS.	
Mds.		Srs.			Rs.	A.	P.	Rs.	A.		P.

Received from

Station

the undermentioned Goods for conveyance to

Station

T. 156.

Consignee.

No. of Articles.

Description.

Station by Goods train.

DELIVERY DETAILS.

Platform No.

Dely. Book Folio

Inv. No. of

Accd. in W. E.

Date available

Date passed

Due Rs. As.

Wagon Nos.

Passed by

(a) This Receipt must be produced by the Consignee, or the Goods will not be delivered; if he does not himself attend, he must endorse a request for Delivery to the person to whom he wishes it made. If the consignment or this Railway Receipt is sold one or more times, the endorsement must be a distinct order to deliver to a certain person or Firm. Special attention is drawn to the notices on the back which form a legal contract.

(b) This Receipt should be posted to consignee "registered."

(c) If this Railway Receipt is lost, the goods will be delivered upon a properly stamped indemnity bond.

Signature

Appendix A to Question No. 20-A—contd.

Goods Consignment Note—Form S. N. 35, marked A—contd.

East Indian railway—contd.

Conditions printed on the back of the foregoing goods receipt note submitted by East Indian railway:—

The goods mentioned in this receipt are received by the Railway Company subject to the following conditions, which have been accepted by the consignor by corresponding note signed on his behalf, *viz*:—

That the Railway Company should not be accountable for any articles unless the same are booked and a receipt for them given by their Clerk or Agent, and that the said Company shall not be liable for loss or damage arising from fire, or for any loss or damage arising to goods, insufficiently or improperly packed, marked, directed or described, or containing a variety of Articles liable by breakage to damage each other or other articles, or from leakage arising from bad Vessels or Cooperage, or from fermentation.

That the Railway Company may decline to warehouse the goods beyond 24 hours after arrival at the station of destination, and that if the goods are not removed from the Company's premises within that time, the Company may at the expiration of the said 24 hours stack or place the goods anywhere on the Company's premises as may suit the Company's convenience and either under shelter or in the open. And that from the expiration of 24 hours after arrival at the station of destination the goods shall be owner's sole risk, and the Company shall not be responsible for any loss or damage of or to the goods thenceforth occurring, however occasioned, and even though occasioned by negligence on the part of their servants.

That the signature of consignee or his Agent in the delivery book at destination shall be evidence of complete delivery and shall free the Railway Company from all further responsibility.

That all claims against the Railway Company for loss or damage to goods shall be made to the Clerk in charge of the Station to which they have been booked, before delivery is taken, and that a written statement of the description and contents of the Articles demissing, or of the damage received, shall be sent forthwith to the Superintendent of the District in which the Station from which the Articles were despatched is situated, *i.e.*, Howrah, Sahebgunge, Dinapore, Allahabad or Tundla. Otherwise the Railway Company will be freed from responsibility.

That the Railway Company has the right to correct any charges made on Goods that may be undercharged in the Railway Receipt, and that they reserve the right of re-measurement, re-weighment and re-calculation of charge at the place of destination. The revision of cash entered in the Railway Receipt is only an estimate and is subject to revision.

That freight shall be paid on all goods either previously or at the time of delivery, and that all goods are subject to a lien not only for the freight and charges on such particular goods, but also for any general balance which may be due to the Company by the owner or consignor or consignee.

NOTICE TO CONSIGNORS.

The Railway Company will not be responsible for the loss, destruction or deterioration of parcels or packages containing the following Articles, *viz*.—Gold or Silver, coined or uncoined, manufactured or unmanufactured; Plated articles; Cloths and tissue and lace of which gold or silver form part not being the uniform or part of the uniform of an officer, soldier, sailor, police officer or person enrolled as a volunteer under the Indian Volunteer Act, 1869, or of any public officer, British or Foreign, entitled to wear uniform; Pearls, precious stones, jewellery and trinkets; Watches, clocks or time-pieces of any description; Government securities, Government stamps, Bills of exchange, hundis, promissory notes, bank notes, and orders or other securities for payment of money; Maps, writings and title-deeds; Paintings, engravings, lithographs, photographs, carvings, sculpture and other works of art; Art pottery and all articles made of glass, China or marble; Silks in a manufactured or unmanufactured state and whether wrought up or not wrought up with other materials; Shawls; Lace and furs; Opium; Ivory, ebony, coral and Sandal-wood; Musk, sandal-wood oil and other essential oils used in the preparation of *itr* or other perfume; musical and scientific instruments; any article of special value which the Governor-General in Council may, by notification in the *Gazette of India*, add to this list; when the value of such Articles exceeds Rs. 100, unless the value and nature of such Articles shall have been declared by the sender, and an insurance rate over and above the Railway charges

Appendix A to Question No. 20-A—contd.

Goods consignment Note—Form S. N. 35 marked A—contd.

East Indian railway—concl'd.

Conditions printed on the back of East Indian Railway goods receipt note—concl'd.

for carriage, shall have been paid to and accepted by some person duly authorized to receive the same on behalf of the Company.

Where goods, insured as above, have been lost or destroyed, or have deteriorated, the compensation payable shall not exceed the value declared, and the burden of proving the value so declared to have been the true value, shall, notwithstanding any thing in the declaration, lie on the person claiming the compensation.

Applications for the Insurance of any of the above mentioned articles valued at Rs. 500 or upwards, are to be made to the District Traffic Superintendents at their respective Stations:—Howrah, Sahebgunge, Dinapore, Allahabad and Tundla; the Station Masters at the several stations on the line are authorized to accept an insurance rate for any such article valued at from Rs. 100 to Rs. 500, but no other persons except those alluded to herein are authorized to accept such rates.

Any person who shall attempt to send by Railway, Gunpowder, Lucifer, or congreve Matches, Vitriol, Ardent Spirits, Turpentine, Naptha, Kerosine Oil, Gun Cotton, Dynamite or other articles of an explosive or highly combustible nature or any dangerous or offensive goods without distinctly marking the nature of such articles on the case containing them, and giving notice in writing of the nature of the goods to the Clerk or Agent of the Railway Company to whom they are delivered, will be liable to a fine not exceeding Rs. 500 for each offence and be responsible for any loss, injury or damage which may be caused by reason of such goods having been brought on the Railway; and if any person shall fail to give a true account of what he knows to be the contents of any parcel or package or goods sent by Railway, or shall wilfully give a false account of the same, to any servants of the Railway Company receiving such parcel or package, he shall for every such offence be liable to a fine not exceeding 10 rupees for every maund or part of a maund of the goods in addition to any other charge to which the goods may be liable.

No person is entitled to a refund of overcharges of freight on goods unless his claim is preferred in writing to the Railway Administration, within six months from the date on which the goods are delivered for carriage by railway.

Goods booked to stations on the East Indian Railway or Railways worked by the East Indian Railway are carried subject to the rules and conditions printed from time to time in the Company's goods tariff; and goods booked to a Foreign Railway Station are subject to the rules and regulations and wharfage and other charges in force on such Railway.

DEMURRAGE.—All Goods left on the Railway Company's premises after arrival at destination, are liable to a demurrage charge as per tariff, and this charge will also be levied on goods left on hand pending payment of freight and charges due on them or other goods.

Please deliver contents to the bearer.

Received the articles mentioned on the other side in _____ condition.

Signed _____

Signed _____

Appendix A to Question No. 20-A—contd.

Goods Receipt Note—Form S. N. 36, marked B—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—contd.

Second—That the company are not responsible for articles of any description unless the same shall have been signed for as received by one of their authorised clerks or agents: nor are they in any case answerable for loss of, or injury to, any gold or silver, coined or uncoined, manufactured or unmanufactured, plated articles, cloths and tissue and lace of which gold or silver forms part, not being the uniform or part of the uniform of an officer, soldier, sailor, police-officer or person enrolled as a volunteer under the Indian Volunteers Act, 1869, or of any public officer, British or foreign, entitled to wear uniform. Pearls, precious stones, jewellery, trinkets, watches, clocks or time-pieces of any description, government securities, government stamps, bills of exchange, hundis, promissory notes, bank notes, orders or other securities for payment of money; maps, writing, title deeds, paintings, engravings, lithographs, photographs, carvings, sculpture and other works of art; art pottery, glass, china, marble, silk in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials; shawls, lace, furs, opium, ivory, ebony, coral, other perfumes; musical and scientific instruments, or any articles of special value which the Governor-General in Council may, by notification in the *Gazette of India*, add to this list or any of them, contained in any parcel or package which shall have been delivered to them for carriage, unless the value and nature of such articles shall have been declared by the sender, and an increased charge for safe conveyance of the same; that is to say, an insurance premium shall have been offered by the sender and accepted by some person specially authorised to enter into such arrangement, on behalf of the company.

Nor are they responsible for loss or damage arising from fire, the act of God, or civil commotion, nor for the loss of, or damage done to, goods put into returned wrappers or boxes or packages described as "Empties"; nor for any goods left until called for to order, nor for the loss of, or damage done to, any packages or their contents which are insufficiently, improperly, or incorrectly packed, marked, directed, or described, or which contain a variety of articles liable to break or damage each other, or other articles, nor for leakage which may arise from bad casks or cooperage, or fermentation; nor for any loss of, or damage to, any goods whatever, by reason of accidental or unavoidable delays in transit or otherwise.

Third—That all goods, from whomsoever received and to whomsoever consigned or belonging, are subject to a *lien* not only for the freight and charges on the particular goods, but also for any general balance that may be due to the company by the owner, consignor, or consignee; and that if within fifteen days after the goods are ready for delivery, the money in respect of which such goods are detained be not paid, they may be sold by auction, and the proceeds applied in liquidation or reduction of the amount due and expenses.

But that fish, fruit, and all other perishable articles will be immediately sold, to secure payment of the charges thereon, if the charges are not paid as soon as the articles are ready for delivery.

Fourth—That no credit will be allowed except by special previous arrangement, to be made only with the General Traffic Manager of the Great Indian Peninsula railway, but that all goods must be paid for either before, or at, the time of delivery; and that if payment be refused, for any cause whatever, when the goods are first tendered, the charge for wharfage, if any has accrued, is also to be paid before the goods are handed to consignee.

Fifth—That if goods are suffered to remain on the company's premises, or placed in their godowns, sheds or warehouses, or are not removed from their wagons, whether so remaining by direction of the consignor or consignee, or while awaiting an opportunity of transmission, or until the consignee can receive the same, the following wharfage charges will be payable to the company before such goods will be delivered, namely—

For goods of every description arriving at the Waree Bunder, Victoria Terminus, Colaba, or any other station which may hereafter be used from time to time, for the deposit from, or the delivery of, goods in Bombay, a charge of one anna per maund per day, or part of a day, if not removed from the company's premises within twenty-four hours after midnight of the day, on which they are available for delivery.

For goods of every description arriving at any of the company's stations, except Victoria Terminus, Waree Bunder, Colaba, or any other stations in Bombay, as aforesaid a charge of two pies per maund per day or part of a day, if not removed from the company's premises on or before the day next but one, reckoning from midnight to that on which they are available for delivery.

Wharfage is not charged for Sundays, Good Fridays, and Christmas days.

Appendix A to Question No. 20-A—contd.

Goods Receipt Note—Form S. N. 36, marked B—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—contd.

Sixth—That all claims for loss or damage for which the company may be accountable are preferred in writing within six months after delivery, or partial delivery, in case of damage, or partial loss, or of receipt of advice note in case of total loss: and claims not made within that time will not be entertained, and that no person shall be entitled to a refund of overcharges of freight on goods unless his claim is preferred in writing to the General Traffic Manager, Great Indian Peninsula railway, Bombay, within six months from the date on which the goods are delivered for carriage by this railway.

Seventh—That for the convenience of themselves and the public, the company deliver a notice of consignment or of arrival of goods to the consignee, or some person on his behalf in cases in which the correct name and address of the consignee has been furnished to them; but that it is not compulsory on them to give such notice, and that they do not, in any case, undertake or bind themselves to do so. And in the event of the consignee or some person authorised by him, not being found at the address which shall have been furnished, or of an erroneous place of residence or business having been given, the company will not take any further steps to deliver the notice, but the above mentioned charges will be payable; and perishable goods will be liable to be sold as if such notice had reached the hands of the consignee in due course.

Eighth—That any complaints as to errors or overcharges in freight, &c., are made to the General Traffic Manager within forty-eight hours after delivery.

Ninth—That the company reserve the right of re-measurement, re-weighment, and recalculation of charges, at the place of destination, and of collecting any amount that may have been undercharged before the goods are delivered.

Tenth—That goods for conveyance to stations on other railways with which the company have made arrangements to book through, are received subject to the rules and regulations, and rates and fares, of the respective companies over whose lines such goods may pass.

Eleventh—And notice is hereby further given that any person delivering or tendering for carriage by railway any dangerous or offensive goods, without giving notice of their nature to a railway servant, and distinctly marking their nature on the outside of the package containing them, or otherwise giving notice in writing of their nature, he shall be punished with a fine which may extend to five hundred rupees, and shall also be responsible for any loss, injury, or damage which may be caused by reason of such goods having been so brought upon the railway.

The goods thus referred to are gunpowder, matches, vitriol and other acids, ardent spirits, turpentine, naphtha, kerosine oil, sulphuric acid, guncotton, fireworks, crackers, or any articles of explosive or highly combustible nature, which can only be accepted for conveyance under special arrangements.

Twelfth—Any person who neglects or refuses to give an account of the quantity and description of property tendered for carriage by railway, is liable to be charged the highest rate in force, or if any one wilfully gives a false account he is liable to pay a rate not exceeding double the highest rate for every maund of such property.

Thirteenth—The officers who are authorised to collect insurance charges on the excepted articles mentioned in this notice are the following, namely: the District Traffic Superintendent, the Passenger Superintendent, the Goods Superintendent, the Goods Traffic Inspector, Bombay, and the General Traffic Manager, Bombay.

Fourteenth—Goods tendered for conveyance in wet or damaged condition, or so insufficiently and improperly packed as to be liable to damage or wastage in transit, can only be received and carried at the risk of the owner, and upon the sender signing the risk-note authorised by Government indemnifying the company from responsibility for all losses.

North-Western railway.

The Manager remarks—

"Goods Receipt Note, Form S. N. 36.—On the back of the present form are printed in detail the conditions subject to which the railway receives goods. This form follows the old practice of English railways when the law did not define the railway's liability as regards such goods, and it was therefore necessary to clearly state the conditions on which

(Signature) _____

Appendix A to Question No. 20-A—contd.

Goods Receipt Note—Form S. N. 36, marked B—contd.

PROPOSALS AND REMARKS BY—

Southern Mahratta railway—concl'd.

After paragraph 2 of conditions, suggests to add:—

"All goods left on the railway premises longer than the stipulated time after arrival at destination will be liable to a demurrage charge as per Tariff. The railways do not undertake to send notice of arrival of goods to the consignee, and non-receipt of such advice will not entitle the consignee to exemption from demurrage if the goods are not taken delivery of in the time allowed."

For Rs. 200 in paragraph 3 substitute Rs. 500, and add the following after the words "each offence."—"and shall also be responsible for any loss, injury or damage which may be caused by reason of such goods having been so brought upon the railway. If a materially false account is delivered with respect to the description of any goods contained in any parcel or package, the person who gave such false account, and if he is not the owner of the goods, the owner also shall be liable to a fine which may extend to Rs. 10 for every maund or part of a maund of the goods, in addition to the payment of a charge at double the highest rate in force at the time for any class of goods."

And after paragraph 5—

"It must be distinctly understood that the——railway claims the right to correct any charges made on goods that may be undercharged in the railway Receipt, and that they reserve the right of re-measurement, re-weighment, and re-calculation of charges by themselves or their agents at the place of destination; the amount of cost entered on the other side is only an estimate, and is subject to revision."

Nizam's Guaranteed state railway.

The Agent remarks:—

In addition to the conditions enumerating certain excepted articles, it would be well to further limit the responsibility of the railway by referring to the risk notes that are obtained in certain specified cases.

In the first line of the "Note" on the reverse, after the words "State Railway Department" the words "or any other Railway" should be added.

Burma state railway.

In last line of paragraph 1 of conditions omit the words "*arising from bad vessels or coo-perage or from fermentation*" and substitute "*ts damage each other or other articles or from leakage arising from bad vessels or coo-perage or from fermentation*;" add also the following paragraphs:—

"The responsibility of the railway for the loss, destruction or deterioration of animals shall not in any case exceed in the case of elephants and horses five hundred rupees a head or, in the case of camels or horned cattle, fifty rupees a head, or in the case of sheep, goats, dogs, or other animals ten rupees a head unless any higher is declared at the time of despatch, and the animal or animals insured."

"The railway will not be responsible for any injury a horse or any animal may receive in being put into or taken out of a van, or any hurt or injury which may happen to it, while in the van, except such as may be caused by any fault or negligence of the servants of the railway or by any accident which may occur to the carriage or train by which it is conveyed. Each horse must be in charge of a groom, and all animals must be loaded and unloaded by owner at his risk at sending station, destination, or at any station at which they may halt at request of the owner."

The footnotes to the conditions on the back of the form should be conditions and not
* i.e., S. N. 4, 4-A, 6, 6-A, 10, 11, notes only, and the certificate to be signed by sender on
35 and 36. the face of the form should be reproduced on all* the forms
for the sender's signature.

The words from "and" to "stamp" in last line at the foot of the form should be omitted.

Bhavnagar-Gondal-Junagarh-Porbandar railway.

The Manager suggests that "the conditions under which goods are to be carried should be printed on the back of the Consignment Note S. N. 35 only, the Receipt Note S. N. 36 being simpler and smaller in size, with a foot-note giving reference to printed conditions on Consignment Note S. N. 35."

Appendix A to Question No. 20-A—contd.

Goods Receipt Note—Form S. N. 36, marked B—concl'd.

PROPOSALS AND REMARKS BY—

Bengal and North Western railway.

After the words "scientific instruments" in paragraph 1 add "*valued at over Rs. 100.*"

As regards portion marked A, the Agent suggests that a risk note be executed.

For Rs. 200 in paragraph 3 substitute Rs. 500, and for "five" rupees per maund in the same paragraph substitute "ten" rupees per maund.

The Agent also draws attention to the words "otherwise the state railway department will not hold itself responsible," which occur on the last sentence of paragraph 5, as he apparently doubts the legality of this.

See also remarks on S. N. 35 (*vide page vi ante*).

Bombay, Baroda and Central India railway.

See remarks, etc., on form S. N. 35 (*vide pages vii to xii ante*). "Particulars of weightment" given on back of consignment note form submitted by Bombay, Baroda and Central India railway are omitted, but in other respects the conditions for the proposed goods receipt note are the same as printed on pages x and xi *ante*.

Madras railway.

The Agent and Manager writes—

In reply to your letter No. 391, dated Simla, 18th July 1891, I have the honour to inform you that the Traffic Manager of this Company has written to me as follows regarding the forms which accompanied your letter:—

"The Railway Goods Receipt Note was discussed by the members of the Conference, who assembled at Simla in 1888, and I understood it was agreed that the Great Indian Peninsula form of receipt should be generally adopted, and on my return from the Conference the Madras railway form was altered to agree with the Great Indian Peninsula form."

"With reference to the other forms referred to in the margin of the Secretary's letter of the 18th July, would it not be well if a Sub-Committee of State and Guaranteed Railway Officers were invited to assemble at some central point to try and agree to uniform Receipts returns for traffic use."

"A Committee composed of members of the Traffic and Audit Departments might effect economy."

2. Uniformity regarding Consignment Notes, Goods Receipts and other forms would be very desirable, and as this is more likely to be arrived at by discussion than by correspondence, I think Mr. Moss's proposal for a meeting of Traffic and Audit Officers is a very good one.

Morvi railway.

The Traffic Superintendent writes—

"The Goods Receipt Note is a good form and will be brought into use when our present stock of forms is exhausted."

East Indian railway.

See remarks, etc., on form S. N. 35 (*vide pages xii, and xv to xvii ante*).

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C.

CONDITIONS PRINTED ON EXISTING STATE RAILWAY FORM.

1. All luggage of passengers will be subject to weighment, and any quantity in excess of the free allowance will be charged for in accordance with the rules in the Time and Fare Table.
2. The railway's responsibility for all luggage will be considered to have terminated when twenty-four hours have expired after arrival at the station to which the luggage is consigned; the luggage will afterwards be at the owner's risk, and in all cases when luggage is warehoused by the railway, it will be at the owner's risk.
3. All claims against the railway for loss or damage to luggage must immediately be made to the clerk in charge of the station to which it has been booked, and a written statement of the description and contents of the articles missing, or of the damage received, must be sent forthwith to the Traffic Superintendent, otherwise the railway will not hold itself responsible.
4. Passengers travelling by stages and breaking journey are permitted to book their heavy luggage *through* to the station for which they take ticket, when the luggage may be allowed to remain subject to the rates in force for left luggage.
5. LEFT LUGGAGE.—Passengers may place their luggage in charge of the station master for temporary custody, paying the charges leviable under the rule prescribed in the Time and Fare Table.
6. A ticket will be given when the luggage is deposited and the luggage will be delivered on presentation of the ticket, after which the responsibility of the railway ends.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway.

The following form is recommended:—

G. I. P. R.

G. I. P. R.		G. I. P. R.	
Mr.	Mds.	Srs.	Rs.
Luggage.			
Booked from			
To			
By the Train of 18			
Packages {			
— In charge of the Guard			
— " " " Owner			
Total Weight ...			
Less allowed free upon			
Class Ticket No			
Net Weight and Amount charged.....			
Clerk.			

This Luggage is received for conveyance by the railway on the terms and conditions which are embodied in the receipt given to the sender of it.

For the conditions on which Luggage is carried, see the Company's Time Bills and General Rules and Regulations; also see notice at the back hereof.

This Ticket must be given up to the Company before the Luggage referred to in it is delivered to the holder.

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—concl'd.

The following conditions, to be printed on the back, are recommended for adoption:—

Liability for loss of gold, silver, &c.—The company are not, in any case, answerable for loss of, or injury to, any—

- (a) Gold and silver, coined or uncoined, manufactured or unmanufactured.
- (b) Plated articles.
- (c) Cloths and tissue and lace, of which gold or silver forms part not being the uniform or part of the uniform of an officer, soldier, sailor, police-officer or person enrolled as a volunteer under the Indian Volunteers Act, 1869, or of any public officer, British or foreign, entitled to wear uniform.
- (d) Pearls, precious stones, jewellery and trinkets.
- (e) Watches, clocks and time-pieces of any description.
- (f) Government securities.
- (g) Government stamps.
- (h) Bills of exchange, hundis, promissory notes, bank notes, and orders or other securities for payment of money.
- (i) Maps, writings and title-deeds.
- (j) Paintings, engravings, lithographs, photographs, carvings, sculpture and other works of art.
- (k) Art pottery and all articles made of glass, china or marble.
- (l) Silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials.
- (m) Shawls.
- (n) Lace and furs.
- (o) Opium.
- (p) Ivory, ebony, coral, and sandal-wood.
- (q) Musk, sandal-wood oil and other essential oils used in the preparation of *itr* or other perfumes.
- (r) Musical and scientific instruments.
- (s) Any article of special value which the Governor-General in Council may, by notification in the *Gazette of India*, add to this schedule.

Or any other of them contained in any parcel or package which shall have been delivered to the company either to be carried for hire or to accompany the person of any passenger, unless the value and nature of such articles shall have been declared by the person or persons sending or delivering the same, and an increased charge for the safe conveyance of the same shall have been accepted by some person specially authorised to enter into such engagements on behalf of the company.

The company reserve the right to correct any errors in the charges that may have been made upon the luggage entered upon this ticket, on arrival at the station to which it is booked, and to collect any amount that may have been omitted to be charged at the starting station. They also reserve to themselves the right of re-weighing all luggage.

Luggage is only booked over foreign company's lines, subject to the conditions, charges, rules and regulations in force on each railway over which the luggage may have to be carried.

Luggage consisted of

In charge of the guard.	In owner's charge.

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd.

PROPOSALS AND REMARKS BY—

North Western railway.

The Manager writes :—

Passenger's luggage ticket, S. N. 4.—As at present printed, the form is clumsy and does not give the luggage clerks sufficient room for entries to be clearly made in it. It is also not necessary to enter the passenger's name on the form. The enclosed specimen will in my opinion better answer requirements: the conditions under which luggage is booked under the Railway Act of 1890 are few and have therefore been printed on back in full. The form is in triplicate and will be bound in book form as shown, so as to admit of all three forms being written up at once in pencil by the use of carbonic paper. The nine figures corresponding with the No. on the form will be used as labels for the luggage; the luggage ticket No. is all that is required to be pasted on the luggage for the guidance of the guard and the staff at destination.

This opportunity has also been taken of revising the Left Luggage ticket form S. No. 5,*—vide specimen enclosed.

* Vide page xxix infra.

FORM No. SN. 4.

NORTH-WESTERN RAILWAY.

60

PASSENGER'S LUGGAGE TICKET.

From _____ To _____

No. and class of tickets _____

Total No. of packages _____

No. of packages with owner _____

Description of packages _____

Total weight _____

Weight allowed free _____

Weight charged _____

Amount charged _____

_____, Booking Clerk.

60	60	60
60	60	60
60	60	60

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd.

PROPOSALS AND REMARKS BY—

North Western railway—contd.

FORM No S.N. 5.

NORTH-WESTERN RAILWAY.

LEFT LUGGAGE TICKET.

Received from _____

on _____ 18, at _____ o'clock _____ packages, viz., _____

_____ Station. _____ Station Master.

Certified that the above were correctly delivered to me at _____ o'clock on _____ 18 .. _____ Signature of owner.

Received payment Rs. _____ Station Master.

Suggests the following conditions on S. N. 4, which are in conformity with the Indian Railways Act, IX of 1890, be printed on the back of form S. N. 4 :—

1. All luggage of passengers will be subject to weighment, and any quantity in excess of the free allowance will be charged for in accordance with the rules in the Time and Fare Table.

2. The free allowance can be claimed only when luggage is booked before the journey is commenced. If luggage is not booked before the commencement of the journey, it will be charged at destination or *en route* on the full weight carried, and no free allowance will be made, except in the case of re-booked luggage.

3. The railway shall not be responsible for the loss, destruction, or deterioration of any luggage belonging to or in charge of a passenger, unless a railway servant has booked and given a receipt for it.

4. The railway's responsibility for all luggage will be considered to have terminated when twenty-four hours have expired after arrival at the station to which the luggage is consigned.

5. All claims against the railway for loss or damage to luggage must immediately be made to the clerk in charge of the station to which it has been booked, and a written statement of the description and contents of the articles missing, or of the damage received must be sent forthwith to the Traffic Superintendent, otherwise the railway will not hold itself responsible.

6. Passengers travelling by stages and breaking journey are permitted to book their heavy luggage *through* to the station for which they take a ticket when the luggage may be allowed to remain subject to the rates in force for left luggage without charge up to the day after that on which the passenger himself is due at his destination according to his ticket.

7. LEFT LUGGAGE.—Passengers may place their luggage in charge of the station master for temporary custody at certain stations only, paying the charges leviable under the rules prescribed in the Time and Fare Table.

8. A ticket will be given when the luggage is deposited, and the luggage will not be delivered except on presentation of the ticket.

9. The responsibility of the railway for articles so left in charge of the station master shall only be that of a bailee under sections 151, 152 and 161 of the Indian Contract Act of 1872.

10. The receiving station must carefully check the charges, and if any mistake is made collect the difference when necessary.

11. The calculation of freight on passengers' luggage will be made on articles weighing from 1 to 4 seers as 5 seers, from 6 to 9 seers as 10 seers, from 11 to 14 seers as 15 seers, and so on, and not on the actual weight carried. The exact weight must, however, in all cases be entered in the luggage ticket.

The ticket to be given up when the luggage is received.

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd

PROPOSALS AND REMARKS BY—

North Western railway—concl'd.

Suggests the following conditions be printed on back of S. N. 5—

Passengers are allowed to leave small parcels or packages in the cloak-rooms provided at certain stations under the conditions and restrictions, and subject to the charge per package or parcel for each 24 hours or part of 24 hours, during which such parcel or package remains in the cloak-room, notified in the current Coaching Tariff of the railway.

Delivery of parcels or packages left in cloak-rooms cannot be claimed, unless on presentation of the receipt ticket issued by the railway when depositing them, and all responsibility of the railway with respect to them absolutely ceases and determines as soon as the delivery is made.

Articles unclaimed after the period fixed as notified in the current Coaching Tariff will be transferred to the Lost Property Office, and dealt with as therein laid down.

The responsibility of the railway for articles left in a cloak-room shall only be that of a bailee under sections 151, 152 and 161 of the Indian Contract Act, 1872.

The Railway's Coaching Tariff can always be seen at all stations where cloak-rooms are provided.

Indian Midland railway.

The Agent and Chief Engineer writes—

"I also send samples of the passenger luggage tickets, both local and foreign, which we have in use, and which it is considered might be generally adopted:—"

No. _____ INDIAN MIDLAND RAILWAY. C. 4 B.

PASSENGER'S LUGGAGE TICKET. LOCAL.

Train No. _____, dated _____ 188 .

Name _____

From Station _____ To Station _____

Passenger's Ticket _____ class No. _____

	No of packages.	Description.	Total weight.		Weight allowed free.		Weight charged.		Amount charged.		
			Mds.	Sr.	Mds.	Sr.	Mds.	Sr.	Ra.	A.	P.
Luggage.											
Specie.											

Booking Clerk.

N.E.—The Receiving Station must carefully check the charges, and, if any mistake is made, collect the difference when necessary.

Four annas is the lowest charge that is made on luggage; if the charge amounts to less than two annas it is not collected. Fractions of one-eighth of a maund are to be charged as one-eighth of a maund, and in calculating charges fractions of an anna, six pies and above are charged as one anna, and this rule applies not only to the gross charge made to the public, but also to each railway's proportion.

Number of Packages with Owner
Do. do. with Guaranty

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd.

PROPOSALS AND REMARKS BY—

Indian Midland railway—contd.

INDIAN MIDLAND RAILWAY.

C. 4 A B.
FOREIGN.

No. _____ PASSENGER'S LUGGAGE TICKET.

No. _____ Train of _____ 188 .

From _____ To _____ vid _____

Name _____

Passenger Ticket _____ Class No. _____

Packages consisting of* _____

										Maunds.	Seers.		
Weight.	{	Total weight	...	...	...	...	...	...	..				
		Less allowance	...	...	...	...	...	...	...				
		Charged for	...	...	...	...	...	...	..				
												Rs.	As.
• Freight.	{	I. M. Railway		...	...	...	...	...	...				
		Railway	...	...	...	...	...	...	...				
		Railway	...	...	...	...	...	...	..				
		Railway	...	...	...	...	...	...	...				
		Railway	...	...	...	...	...	...	...				
TOTAL AMOUNT										...			

Booking Clerk.

* State if Specie or Luggage.

This ticket is issued subject to ordinary rules and regulations of the railways and is to be given up on receipt of luggage. For the rates and conditions on which luggage is carried over the different railways—see their published goods tariffs, also see notice on the back hereof.

Suggests the following conditions to be printed on the back to the foregoing forms be adopted:—

LUGGAGE OF PASSENGERS.—1. All packages of whatever description (except treasure weighing five maunds or more, and dangerous goods) belonging to passengers, whether taken by them into the carriage or not, are treated as luggage when booked to accompany them by passenger or mixed trains, no distinction being made between personal and ordinary luggage.

2. The whole of the luggage accompanying a passenger is weighed, and out of the total weight the following free allowances are given only when the luggage is booked for the journey is commenced:—

12. First class ticket	...	...	...	...	1 maund 20 seers.
" "	...	...	...	...	30 "
" "	...	...	...	...	15 "

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd

PROPOSALS AND REMARKS BY—

Indian Midland railway—concl.

- Half the above quantities for a child's half-ticket.
3. The remaining weight is charged for at the rate of 1½ pies per maund per mile.
4. The free allowance of luggage is to be made only at the place where the ticket is taken, and only to the place to which the ticket is available.
5. Luggage which is not booked in accordance with the foregoing rules, and found in excess of the free allowance according to the class of ticket held by the passenger, is charged at the luggage rate.
6. Should a passenger travel beyond the place to which his ticket is available and is allowed to pay the excess fare, the usual free allowance of luggage will be made. In this case the charge for the weight in excess of the free allowance of luggage will be made. In this case the charge for the weight in excess of the free allowance will be in respect of the extra distance only.
7. Passengers requiring their luggage at stations where they intend to break journey should give to the station master or clerk at the commencement of the journey the names of the stations at which halts will be made, and the places will be entered on the back of the luggage ticket. When starting from such halting-places any luggage in excess of the quantity booked at the commencement of the journey will be booked and charged at the luggage rate.
8. The company are not in any case answerable for loss of, or injury to, any gold or silver, coined or uncoined, manufactured or unmanufactured, or any precious stones, jewellery, watches, clocks, or time-pieces of any description, trinkets, government securities, bills of exchange, promissory notes, bank notes, orders, or other securities for payment of money, government stamped paper, postage stamps, maps, writings, title-deeds, paintings, engravings, pictures, plated articles, glass, china, silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, shawls, lace, or any other of them contained in any parcel or package which shall have been delivered to the company either to be carried for hire or to accompany the person of any passenger, unless the value and nature of such articles shall have been declared by the person or persons sending or delivering the same, and an increased charge for the safe conveyance of the same shall have been accepted by some person specially authorised to enter into such engagement on behalf of the company.
- The company reserve the right to correct any errors in the charges that may have been made upon the luggage entered upon this ticket, on arrival at the station to which it is booked and to collect any amount that may have been omitted to be charged at the starting station. They also reserve to themselves the right of re-weighing all luggage.
9. LEFT LUGGAGE.—Passengers may place their luggage in charge of the station master for temporary custody, paying the charges leviable under the rules prescribed in the Time and Fare Table.

Oudh and Rohilkhand railway.

At the bottom on back of these tickets add new paragraphs 7 and 8, viz.:—

"7. The railway will not be responsible for loss, destruction or deterioration of parcels or packages containing the following articles valued over rupees one hundred, unless contents and value are declared at the time of delivery for carriage to the railway and insured in accordance with rules in force, viz.:— * * *

* * * (Here enter the articles "to be declared and insured" as detailed in the second schedule of the Indian Railways Act of 1890.)

"8. No person shall take dangerous or offensive goods for carriage on a railway without giving notice of their nature to the station master or other railway servant in charge of the place where the goods are brought or tendered under the penalty of fine which may extend to Rs. 500 and for loss, injury or damage which may be caused by reason of such goods having been brought upon the railway."

See also remarks on S. N. 36 (vide pages xxii and xxiii ante).

Nizam's Guaranteed state railway.

The Agent remarks—

1. There are certain conditions printed on the reverse of the ticket, to which attention should be drawn by a foot-note on the face of ticket.
2. A note should be added to the effect that the ticket is issued subject to ordinary rules and regulations of the railway, in addition to the conditions printed on the ticket.
3. It might be added that the clause regarding "Left Luggage" does not apply to jewellery and treasure, as the charge leviable for "Left Luggage" is not commensurate with the responsibility incurred in such instances.

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4, marked C—contd.

PROPOSALS AND REMARKS BY—

Burma state railway.

The Traffic Superintendent suggests that the same conditions be printed as on Form S. N. 36 (vide page xxiv ante). Adds that the conditions suggested are not actually necessary, but may be printed for the sake of uniformity, which the Government of India desire.

Bengal and North Western railway.

See remarks on S. N. 35 (vide page vi ante).

As to 'B' in conditions on page xxvi ante, the Agent says—

"This clause cannot be held binding on the owner."

Bhavnagar-Gondal-Junagarh-Porbandar railway.

The Manager remarks that—

"Forms S. N. 4, 4-A, 6, and 6-A can advantageously be combined into one form only as per sample form submitted, but conditions—vide sections 73 and 74 of the Railway Act, IX of 1890—should be defined and printed on the reverse of the tickets for general information:—"

FORM NO. 100-B.
S. N. 4 & 6.

LUGGAGE, HORSES, CARRIAGES, AND DOGS TICKET.

No. _____ Train of _____ 189 .
From _____ To _____ via _____
Name _____

Luggage.		Carriages, Horses and Dogs.	
Class of passenger ticket	...	Carriages, 4-wheeled	... No. _____
Numbers of passenger ticket	...	Carriages, 2-wheeled	... No. _____
		Horses	... No. _____
		Dogs	... No. _____
Number of packages luggage	...		
Number of specie	...		
		Mds.	Seers.
Total weight	...		
Allowed free	...		
Weight charged	...		
		Rs.	As.
Amount paid	...	Amount Paid	...
		Amount Pay	...

To be used in local and foreign booking.

Booking Clerk.

N.B.—This ticket is issued subject to ordinary rules and regulations of the railway and is to be given up at the end of journey.

Appendix A to Question No. 20-A—contd.
Luggage Ticket—Form S. N. 4, marked C—contd.

PROPOSALS AND REMARKS BY—

Eastern Bengal state railway.

The Manager remarks as follows:—

In forms S. N. 6 and 6-A, "the o'clock train" is mentioned and in Forms S. N. 4, 4-A, and 11 "Train No." is mentioned. The wording should be uniform.

Southern Mahratta railway.

The Agent suggests that "clauses be added limiting the responsibility of the railway in accordance with clauses 73, 74 and 75 of the Act."

Madras railway.

See remarks on form S. N. 36 (*vide* page xxv *ante*.)

Morvi railway.

The Traffic Superintendent remarks—

"For booking luggage the Government have got $\frac{B}{1}$, $\frac{B}{2}$, $\frac{B}{3}$ for local, and $\frac{B}{4}$, $\frac{B}{5}$, $\frac{B}{6}$ for foreign use, and for horses carriages and dogs $\frac{C}{1}$, $\frac{C}{2}$, $\frac{C}{3}$ for local and $\frac{C}{4}$, $\frac{C}{5}$, $\frac{C}{6}$ for foreign use. While for all these 12 we have got $\frac{D}{1}$, $\frac{D}{2}$, $\frac{D}{3}$, and by means of carbonic paper three copies can be obtained by writing a single one. This also in each case saves clerk's time 3:1; and with regard to paper the Government have got four different books of the sizes as under:—

Luggage, Local	...	...	...	...	161 square inches.
" Foreign	...	...	...	...	120 " "
Horses, &c., Local	...	...	...	...	108 " "
" Foreign	...	...	...	...	108 " "

and we have only one book in place of all these four, having the paper 144 square inches for each page.

Rohilkund and Kumaon railway.

Considers that the best form of ticket is that used on the East Indian railway and at stations on this line, where booking is considerable, carbonic paper being used to enable triplicates to be made out simultaneously; and that the horse, carriage, and dog ticket is unnecessary, as the one form of luggage ticket can be used for the booking of both.

Appendix to Question No. 20-A—contd.
Luggage Ticket—Form S. N. 4, marked C—concl'd.

PROPOSALS AND REMARKS BY—

Bombay, Baroda and Central India railway.

Extract paragraph 3 from letter No. G-9646, dated the 11th August 1891, from the General Traffic Manager, to the Agent, Bombay, Baroda and Central India railway.

* * * With a view to simplify accounts and forms we adopted, in October 1889, a triplicate form of luggage, carriage, horse and dog ticket Form No. 100-B (revised) and parcel ticket Form No. 114-B* (revised), written by means of carbonic paper, in substitution of state railway Form S. N. 11 and 11-A, 13 and 13-A and 16 and 16-A. Since the introduction of the revised forms, they have been found to be convenient as they answer all our purposes, besides ensuing economy in printing and stationery.

FORM No. 100 B.
S. N. 4 & 6.

B. B. & C. I. RAILWAY.

No 95898.

LUGGAGE, HORSES, CARRIAGES AND DOGS TICKET.

No. _____ Train of _____ 189 .
From _____ To _____ Via _____
Name _____

Luggage.		Carriages, Horses and Dogs.	
Class of Passenger Ticket _____		Carriages, 4-wheeled, No. _____	
Numbers of Ditto _____		" 2 " " _____	
No. of Packages Luggage _____		Horses ... " _____	
Ditto Specie _____		Dogs ... " _____	
Total weight	...	Mds.	Sr.
Allowed free	...		
WEIGHT CHARGED	...		
		Rupees.	Annas.
Amount PAID	...		

(P. March 1890.)

To be used in LOCAL and FOREIGN booking.

Booking Clerk.

N.B.—This ticket is issued subject to ordinary rules and regulations of the railway and is to be given up at the end of journey.

FOR GUARD (and Audit Office).

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4-A, marked D—contd.

CONDITIONS PRINTED ON EXISTING STATE RAILWAY FORM.

1. All luggage of passengers will be subject to weighment, and any quantity in excess of the free allowance will be charged for in accordance with the rule in the Time and Fare Table.
2. The railway's responsibility for all luggage will be considered to have terminated when twenty-four hours have expired after arrival at the station to which the luggage is consigned; the luggage will afterwards be at the owner's risk, and in all cases when luggage is warehoused by the railway, it will be at the owner's risk.
3. All claims against the railway for loss of or damage to luggage must immediately be made to the clerk in charge of the station to which it has been booked, and a written statement of the description and contents of the articles missing, or of the damage received, must be sent forthwith to the Traffic Superintendent, otherwise the railway will not hold itself responsible.
4. Passengers travelling by stages and breaking journey are permitted to book their heavy luggage *through* to the station for which they take a ticket when the luggage may be allowed to remain subject to rates in force for left luggage.
5. LEFT LUGGAGE.—Passengers may place their luggage in charge of the station master for temporary custody, paying the charges leviable under the rules prescribed in the Time and Fare Table.
6. The ticket will be given when the luggage is deposited, and the luggage will be delivered on presentation of the ticket, after which the responsibility of the railway ends.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway.

See remarks, etc., on form S. N. 4 (*vide* pages xxvi and xxvii *ante*).

Indian Midland railway.

See remarks etc., on form S. N. 4 (*vide* pages xxx to xxxii *ante*).

Oudh and Rohilkhand railway.

Same suggestions as for form S. N. No. 4 (*vide* page xxii *ante*).

Nizam's Guaranteed state railway.

The Agent remarks that paragraphs 1 and 3 of his note on Form S. N. 4 (*vide* page xxxii *ante*) apply here also; that personal luggage should be defined and that the conditions on S. N. 4 and S. N. 4-A should be identical in every respect.

Burma state railway.

Same suggestions as for form S. N. 36 (*vide* page xxiv *ante*).

See also remarks on form S. N. 4 (*vide* page xxxiii *ante*).

Bhavnagar-Gondal-Junagarh-Porbandar railway.

See remarks as regards form S. N. 4 (*vide* page xxxiii *ante*).

Bengal and North Western railway.

The Agent does not consider clause marked C in conditions above to be binding.

See also remarks on form S. N. 35 (*vide* page vi *ante*).

Southern Mahratta railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Appendix A to Question No. 20-A—contd.

Luggage Ticket—Form S. N. 4-A, marked D—concl.

PROPOSALS AND REMARKS BY—

Madras railway.

See remarks on form S. N. 36 (*vide* page xxv *ante*).

Morvi railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Eastern Bengal state railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Rohilkund and Kumaon railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Bombay, Baroda and Central India railway.

See remarks on form S. N. 4 (*vide* page xxxv *ante*).

Appendix to A Question No. 20-A—contd.

Horse, carriage and dogs' Tickets—Forms S. N. 6 and 6-A, marked E and F respectively.

CONDITIONS PRINTED ON EXISTING STATE RAILWAY FORM.

Form S. N. 6.

Horses must be loaded and unloaded by the owners; and the railway is not responsible for any injury which a horse may sustain in being loaded and unloaded, either at sending station, destination, or at any station at which the horse may halt for rest at the request of the owner.

Form S. N. 6-A.

Horses must be loaded and unloaded by the owners; and the _____ railway is not responsible for any injury which a horse may sustain in being loaded and unloaded, either at sending station, destination, or at any station at which the horse may halt for rest at the request of the owner.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway:

The following forms are forwarded:—

GREAT INDIAN PENINSULA RAILWAY.

(Counterpart to be kept at Station.)

No. _____

SINGLE TICKET FOR HORSES, CARRIAGES, AND DOGS.

Date _____ 189__

Train _____ o'clock.

From _____ to _____ Station.

Name _____

		Amount Paid.		
		Rs.	a.	p.
_____ Horse	at _____			
Discount to per cent. _____				
Declared Value Rs. _____				
Insurance one per cent. _____				
_____ Carriage, &c., at _____				
_____ Dog, &c., at _____				
Total				

Booking Clerk.

NOTE.—The owner of the Horse must sign on the back of this portion.

Appendix A to Question No. 20-A—contd.

Horse, carriage and dogs' Tickets—Forms S. N. 6 and 6-A, marked E and F respectively—contd.

Great Indian Peninsula railway—contd.

(T. 202 F.)

GREAT INDIAN PENINSULA RAILWAY.

LUGGAGE and HORSE, CARRIAGE, and DOG WAY BILL, from _____ to _____
Per _____ Train _____ 18__

PACKAGES, &c., TH GUARD.	Description.	No.	Description.	No.	HORSE.	No.	CARRIAGE.	No.	DOG.	No.	NAMES.	Class.*	No.*	LUGGAGE.			G. I. P. Rail- way Charge.	Rail- way Charge.	Total Paid.
														Total Weight.	Weight allowed to Passengers.	Net Weight to be charged.			
															M.	S.	M.	S.	
															M.	S.	M.	S.	
															M.	S.	M.	S.	
															M.	S.	M.	S.	

* NOTE.—Insert in these columns the Class and No. of the Ticket held by the Passenger whose luggage is booked.

Appendix A to Question No. 20-A—contd.

Horse, carriage and dogs' Tickets—Forms S. N. 6 and 6-A, marked E and F respectively—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—contd.

FORM T. 20 B.

Great Indian Peninsula Railway.

RETURN TICKET FOR HORSES, CARRIAGES, &c.

To be delivered up to the Company's Officers upon arrival at destination on the first journey, or produced for endorsement at any Station where a horse is unloaded for rest, at the request of the owner or his agent.

Pro. No. _____ Date _____ 189 _____ Train forwarded by _____

From _____ to _____ Station _____

Sender's Name _____

Name of Groom in charge _____

	No.	Miles.	Rate.	Amount Paid.	
Horse _____				Rs.	A. P.
Discount 10 per cent.					
Declared value Rs. _____					
Insurance one per cent.					
Total ...					
Carriage, Palanquin, &c.					
Description _____					

For the Conditions on which this Ticket is issued see back.

Note.—This half to be collected at Inwards Station, and sent to the Audit Office. The other half to be retained by the Passenger for the Return Journey.

Checked at receiving Station by _____ Booking Clerk at Forwarding Station.

The following conditions to be printed on the back of form given on page xxxviii ante are recommended for adoption—

The _____ railway will not, under any circumstances, be liable for loss of, or damage to, any horse above the value of five hundred rupees, unless there has been given to one of their authorised servants a declaration of the value of such horse, signed by the owner or his agent at the time of booking and by such declaration the owner will be bound, the railway company not being in any event liable for injury or damage to such horse to any greater amount than the value so declared. If the declared value of any horse exceeds the amount above mentioned, namely, five hundred rupees, the additional charge for conveyance will be at the rate of one per cent. per hundred miles or fraction of a hundred miles upon the amount of the declared value in excess of five hundred rupees for a single or return journey, over the _____ railway.

When horses are conveyed over two or more railways, the insurance applicable to each railway will be charged.

Carriages, &c., are carried only at the owner's risk, and the company will not be responsible for any injury they may sustain while in their possession.

Appendix A to Question No. 20-A—contd.

Horse, carriage and dogs' Tickets—Forms S. N. 6 and 6-A, marked E and F respectively—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—concl'd.

The following conditions to be printed on the back of form given on page xl are recommended for adoption.

The company will not, under any circumstances, be liable in any case for loss of, or damage to, any horse above the value of five hundred rupees, unless there has been given to them a declaration of the value of such horse signed by the owner or his agent at the time of booking, and by such declaration the owner shall be bound, the company not being in any event liable to any greater amount than the value so declared. If the declared value of any such horse exceeds the amount above mentioned, the additional charge of conveyance shall be at the rate of one per cent. per hundred miles, or fraction of a hundred miles, upon the declared value before mentioned for a single or double journey, over the Great Indian Peninsula railway.

When horses are conveyed over two or more railways, the insurance applicable to each railway will be charged.

Carriages, &c., are only carried at the owner's risk, and the company will not be responsible for any injury they may sustain while in their possession.

For further particulars, see the company's time bills.

NOTE.—The duplicate (and triplicate) of this ticket is (one) issued subject to the owner undertaking to abide by the conditions on the back of it.

North Western railway.

The Manager proposes that the conditions regarding loading and unloading and the responsibility for injury on the back of the forms, &c., be omitted, and the following be added to certificate on the face of forms:—

In first line, after the words "the railway" add "does not undertake to load or unload horses and".

Indian Midland railway.

No modification needed in the conditions on either of these forms.

Oudh and Rohilkhand railway.

The following to be printed on the back of the forms:—

The railway administration will not be responsible for the loss or destruction of, or injury to, any animal when being put into or taken out of a van, either at sending station, destination or at any station at which the animal may halt for rest, at the request of the owner or for any loss, destruction, deterioration, hurt or injury which may happen to any animal while in the van, except such as may be caused by any fault or negligence of the servants of the railway or by accident which may occur to the carriage or train by which it is conveyed, such accident not being from the act of God or civil commotion.

Moreover, the responsibility of the railway administration for loss, destruction, deterioration, or injury shall not exceed in the case of horses rupees five hundred a head, or in the case of camels or horned cattle rupees fifty a head, or in the case of sheep, goats, pigs, dogs or other small animals rupees ten a head, unless the person sending or delivering them to the railway caused them to be declared or declared them at the time of their delivery for carriage by railway to be respectively of higher value than rupees five hundred, fifty or rupees ten a head, as the case may be, and where in respect of such declared higher value and consequent increased risk the railway administration have charged a percentage upon the excess of the value so declared over the respective sums aforesaid.

Horses must be loaded by owners. Each horse must be in charge of a groom; an attendant must be sent with each consignment or truck load of camels, horned cattle, dogs in batches, calves, goats, sheep, pigs, or other small animals when requiring the use of special vehicles.

Nizam's Guaranteed state railway.

The Agent remarks that the conditions printed on the face of the counterfoil of this ticket, which is retained at the forwarding station, and to which the sender is required to attach his signature, should be identical in every respect with the conditions printed

Appendix A to Question No. 20-A—contd.

Horse, carriage and dogs' Tickets—Forms S. N. 6 and 6-A, marked E and F respectively—concl'd.

PROPOSALS AND REMARKS BY—

Nizam's Guaranteed state railway—concl'd.

on the reverse of the "owner" portion of the ticket. No reference is made to injury by accident, &c., on the reverse of the owner's portion of the ticket.

The Agent does not think it is necessary that the owner's signature should be taken on the counterfoil retained at the forwarding station as he is in any case bound by the conditions printed on the ticket.

It is not clear why under any circumstances any responsibility should attach to the railway for any injury a horse may receive in being put into or taken out of a van, when the loading and unloading has to be done by the owner and not by the railway. This last condition is not printed on the counterfoil of the forwarding station.

Southern Mahratta railway.

See remarks on S. N. 4 (*vide* page xxxiv *ante*).

Burma state railway.

Suggests that the conditions on this form should be the same as those printed on form S. N. 36 (*vide* page xxiv *ante*).

Bhavnagar-Gondal-Junagarh-Porbandar railway.

See remarks as regards form S. N. 4 (*vide* page xxxiii *ante*).

The Manager remarks that he is "not sure that the railway should be held responsible for a horse in all cases of accident to the carriage or train in which it is conveyed. The accident might have occurred when all reasonable care had been taken."

Bombay, Baroda and Central India railway.

See remarks on form S. N. 4 (*vide* page xxxv *ante*).

Morvi railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Eastern Bengal state railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

The Manager further remarks—

"I am not sure that the railway should be held responsible for a horse in all cases of accidents to the carriage or train in which it is conveyed. The accident might have occurred when all reasonable care had been taken. The same remark applies to form S. N. 6-A."

Rohilkund and Kumaon railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Bengal and North-Western railway.

See remarks on form S. N. 35 (*vide* page vi *ante*).

Madras railway.

See remarks on form S. N. 36 (*vide* page xxv *ante*).

Appendix A to Question No. 20-A—contd.

Parcels Consignment Note—Form S. N. 10, marked G.

CONDITIONS PRINTED ON EXISTING STATE RAILWAY FORM.

The State Railway Administration hereby gives public notice.

That it will not be accountable for any articles unless the same are signed for as received by its clerks or agents, and the state railway department will not be liable for loss or damage arising from the act of God or civil commotion, nor for the loss of, or injury to, the following articles, namely:—gold or silver, coined or uncoined, manufactured or unmanufactured; plated articles; cloth and tissue and lace of which gold or silver forms part, not being the uniform or part of the uniform of an officer, soldier, sailor, police-officer, or person enrolled as a volunteer under the Indian Volunteers Act, 1869, or any public officer, British or foreign, entitled to wear uniform; pearls, precious stones, jewel-ry and trinkets; watches, clocks and time-pieces of any description; government securities and stamps, bills of exchange, hundies, promissory notes, bank notes, and orders or other securities for payment of money; maps, writings and title-deeds; paintings, engravings, lithographs, photographs, carvings, sculptures and other works of art; pottery, and all articles made of glass, china or marble; silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials; shawls, lace, and furs, opium, ivory, ebony, coral and sandal-wood, musk, sandal-wood oil, and other essential oils used in the preparation of *itr*, or other perfumes; musical and scientific instruments; unless the value and nature of such articles shall have been declared by the sender, and an insurance rate, over and above the railway charge for carriage, shall have been paid to, and accepted by, some person duly authorised to receive the same on behalf of the state railway department; neither will the state railway department be liable for any loss or damage arising to goods insufficiently or improperly packed, sealed, directed or described, or containing a variety of articles liable by breakage to damage each other or other articles, or from leakage from bad vessels or coo-perage, or from fermentation.

The state railway's responsibility for all goods and parcels will be considered to have terminated when twenty-four hours have expired after arrival at the station to which they are consigned. They will afterwards be at the owner's risk, and in all cases when goods are warehoused by the state railway they will be at the owner's risk.

The delivery of carted goods will be considered complete when the same are unloaded out of the wagon dray, van or cart, and placed at the door of the consignee; the cellaring or warehousing of them afterwards will be at the owner's risk, so also will be the removal of goods from the sender's premises into the cart or wagon.

Any person who shall attempt to send by railway gunpowder, lucifer or congreve matches, vitriol, ardent spirits, turpentine, naphtha, kerosine oil, or articles of an explosive or highly combustible nature, without distinctly marking the nature of such articles on the case containing them, or otherwise giving notice in writing to that effect to the clerk or agent of the state railway department to whom they are delivered, will be liable to a fine not exceeding Rs. 200 for each offence; and if any person shall wilfully fail to give a true account of what he knows to be the contents of any parcel or package sent by railway, or shall wilfully give a false account of the same to any servant of the state railway department receiving such parcel or package, he shall, for every such offence, be liable to a fine not exceeding five rupees per maund of such property; and such fine shall be in addition to any charge to which such property may be liable.

The only person authorised to accept an insurance rate on behalf of the state railway department for any articles valued at Rs. 500, or upwards, is the Traffic Superintendent of the railway. The station masters at the several stations on the line are authorised to accept an insurance rate for any articles, valued at less than Rs. 500, and no other persons, except those alluded to herein, are authorised to accept insurances.

All claims against the state railway department for loss or damage to parcels and luggage must immediately be made to the clerk in charge of the station to which they have been booked; and also a written statement of the nature of the damage received and contents of the articles missing must be forwarded to the Traffic Superintendent within twenty-four hours, otherwise the state railway department will not hold itself responsible.

PROPOSALS AND REMARKS BY—

Indian Midland railway.

The Chief Auditor writes—

Parcels Consignment Note S. N. 10.—When the forms for use on this railway were prepared, which was done in consultation with the General Traffic Manager, it was not thought necessary to introduce a Parcels Consignment Note, nor do I see that any useful object is served by it, as the contents of a parcel are not, as a rule, required to be

Appendix A to Question No. 20-A—contd.

Parcels Consignment Note—Form S. N. 10, marked G—contd.

PROPOSALS AND REMARKS BY—

Indian Midland railway—concl'd.

declared. I have never heard of any inconvenience having arisen on this line from the absence of the form in question,

Oudh and Rohilkhand railway.

For "Rs. 200" in paragraph 4, substitute "Rs. 500."

And to 6th or last paragraph add:—

"No claim for refund of overcharge, loss, damage or deterioration to contents of parcels or to consignments of small birds or animals, booked at parcels rates, will be entertained, unless preferred in writing to the railway administration within six months from date on which delivered for carriage by railway.

See also remarks on S. N. 36 (*vide* pages xxii and xxiii *ante*).

Nizam's Guaranteed state railway.

No alteration necessary.

Southern Mahratta railway.

Conditions to be altered as suggested for form S. N. 36 (*vide* pages xxiii and xxiv *ante*).

Burma state railway.

Considers that the conditions on this form should be the same as those to be printed on form S. N. 36 (*vide* page xxiv *ante*).

Bhavnagar-Gondal-Junagarh-Porbandar railway.

The Manager writes—

This form can conveniently be abolished and those revised for goods (S. N. 35 and S. N. 36) should do as well for Parcels.

The word "goods" in forms S. N. 35 and 36 need not be printed and the same could then be used either for Parcels or for Goods.

Bengal and North Western railway.

The conditions in paragraphs 2 and 3 are queried by the Agent, who doubts their legality.

For "Rs. 200" in paragraph 4, substitute "Rs. 500," and for "Rs. 5" in the same paragraph, substitute "Rs. 10."

North Western railway.

The Manager writes—

"It will probably be enough to quote reference to the Parcels Consignment Note in the endorsement on top of this form without repeating all the conditions on back, as all conditions by which the sender is to be bound are printed on the back of the Consignment note Form, which should suffice, and the sender's certificate and signature at foot of this form also seems to be superfluous.

Morvi railway.

The Traffic Superintendent remarks as follows:—

For booking of parcels we have got at present a triplicate book showing office copy way bill and owner's receipt and $\frac{A}{3}$. By means of carbonic papers 3 copies are obtained by writing only one single copy and this completes the procedure for booking one parcel; but if the Government system be adopted four different papers as $\frac{A}{4}$ (parcel consignment note), $\frac{A}{5}$ (office copy of parcel receipts), $\frac{A}{6}$ (owner's receipt) and $\frac{A}{7}$ (Parcel way bill) are required to be written which takes clerk's time about 6 times the former one, and requires 269 square inches of paper against 144 square inches; also by writing different receipts and way bills there is every possibility of clerks committing mistakes and way bill differing from that of the receipt. Complaints of this nature have been received often and clerks fined at stations when the old books (making different copies) are in use.

Madras railway.

See remarks on form S. N. 36 (*vide* page xxv *ante*).

Appendix A to Question No. 20-A—contd.

Parcels Consignment Note—Form S. N. 10, marked G—concl'd.

PROPOSALS AND REMARKS BY—

Bombay, Baroda and Central India railway.

Extract paragraph 4 from letter No. G-9646, dated the 11th August 1891, from the General Traffic Manager, to the Agent, Bombay, Baroda and Central India railway.

The use of the Parcel Consignment Note Form, No. S. N. 10, previously in force on the metre-gauge section, was discontinued with effect from the 1st May 1889, * * * as it was found that in the majority of cases it was impossible to obtain a consignment note for parcels, as persons generally send them by private servant with or without a note, and the servants employed are generally illiterate. No inconvenience has been felt in consequence of the abolition of this form. Copy of the revised form is sent herewith.

Form No. 114 B. Revised.
S. N. 11 & 13.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

PARCEL WAY BILL.

From _____ To _____ *via* _____
Date _____ 189 , No. of packages _____ Description _____
Sender _____
Consignee _____ Address _____

Weight _____ Mds. _____ Seers.

Amount Paid.		Amount To Pay.	
Rs.	A.	Rs.	A.

Booking Clerk.

N. B.—The Company reserve the right of not delivering up Parcels without the production of this Receipt.
FOR GUARD (and Audit Office).

(P. June 91.)

Appendix A to Question No. 20-A—contd.

Parcels Receipt—Form S. N. 11, marked H—contd.

PROPOSALS AND REMARKS BY—

Great Indian Peninsula railway—concl.

The following conditions to be printed on the back of foregoing form are recommended for adoption :—

THE RAILWAY HEREBY GIVES NOTICE

First—That in addition to the limitation of their liability as carriers provided for by the Indian Railways Act, they will not be responsible for any loss of, or damage or injury whatsoever (howsoever the same may have been caused) done to, goods received by them for carriage or otherwise, unless, such loss, damage, or injury has been occasioned because the company have failed to take as much care of such goods as a man of ordinary prudence would under similar circumstances take of his own goods of the same description; bulk, quality, and value, or unless the loss, damage, or injury has occurred or been done to such goods after the company have made default in returning, delivering, or tendering such goods at the proper time.

Second—The company do only undertake to carry gunpowder, aquafortis, vitriol, ardent spirits, lucifer or congreve matches as parcels upon terms which may be arranged from time to time; and any person forwarding parcels containing such goods without due notice and permission is liable to a fine of rupees five hundred and shall be responsible for any loss, injury or damage caused by reason of such goods having been brought on the railway.

Third—Live stock sent as parcels will be carried only at the owner's risk.

Fourth—All parcels should be delivered at the respective stations thirty minutes before the departure of trains by which it is desired that they should be forwarded. But the company do not in any case undertake to send parcels by any particular train. It is necessary that all parcels be plainly addressed in English with the consignee's name and the place to which the parcel is to be sent, &c.; and in the absence of this information on a parcel, the company will decline to receive or book it.

Fifth—Parcels not containing articles of a perishable or dangerous nature may be booked "Paid" or "To Pay" at the wish of the sender; but parcels containing articles of a perishable or dangerous nature, except the articles mentioned in clause 2, will only be accepted on the charges being prepaid.

Sixth—Any complaint as to loss, damage, errors, overcharges, &c., should be made immediately to the clerk in charge of the station to which the parcel has been booked, and to the undersigned, as the company may refuse to entertain a claim that is not made within three days after a parcel has, or should have, been delivered.

For further particulars, see the company's printed rules and regulations.

North Western railway.

Does not consider any modification necessary.

Oudh and Rohilkhand railway.

For "Rs. 200" in paragraph 3, substitute "Rs. 500."

The public notice at back of Parcels Receipt S. N. 11 to be made uniform with the notice at back of Consignment Note S. N. 10.

See also remarks on S. N. 36 (*vide* pages xxii and xxiii ante).

Nizam's Guaranteed state railway.

The Agent remarks—

"In the station copy of the receipt, the declaration or the 3rd clause of the note on the face of the note and the signature at the end of it might be dispensed with, as the conditions therein referred to are not printed on the reverse of the ticket.

So far as the station records are concerned, the signature of the sender to the Parcels Consignment Note Form No. S. N. 10, on the reverse of which the same conditions are reproduced, would be quite sufficient.

The sender's signature having once been taken to the conditions on Form S. N. 10, it seems unnecessary to take it again on S. N. 11.

In the first line of the note on the face of the form after the words "state railway," the words "or any other railway concerned" should be added.

Appendix A to Question No. 20-A—contd.

Parcels Receipt—Form S. N. 11, marked H—contd.

PROPOSALS AND REMARKS BY—

Southern Mahratta railway.

Suggests that form and conditions be similar form S. N. 36 (*vide* pages xxiii and xxiv ante).

Burma state railway.

Considers that the conditions should be similar to those to be printed on form S. N. 36 (*vide* page xxiv ante).

Bhavnagar-Gondal-Junagarh-Porbandar railway.

See remarks on form S. N. 10 (*vide* page xlv ante).

Bombay, Baroda and Central India railway.

See remarks on form S. N. 10 (*vide* page xlv ante).

Bengal and North Western railway.

After the words "musical instrument" in paragraph 1 add "valued at over Rs. 100."

As regards portion marked A, the Agent suggests the necessity for a risk note.

The condition printed in paragraph 2 and the following words which occur in paragraph 5 "otherwise the railway will not hold itself responsible" are queried by the Agent, who doubts their legality.

For "Rs. 200" in paragraph 3 substitute "Rs. 500," and for the words "Fifty rupees for every 27 maunds of goods or every parcel of 1½ maunds weight" substitute "Ten rupees for every maund of goods."

In Form, for "Parcels Receipt Note" substitute in top right-hand corner "Local," "Parcels"; add "freight" in headings of all columns; for "Booked" substitute "Invoiced" and omit date at foot of form.

Indian Midland railway.

Conditions printed on state railway form may be adopted.

The Agent writes :—

With regard to the Parcels Receipt Form No. S. N. 11, I am of opinion that our triplicate book is a better arrangement than a separate receipt form, and I understand that it is the same arrangement as in force on state railways for the booking of passengers' luggage. It might I think with advantage be adopted generally for parcels.

I enclose herewith a sample form of the triplicate book referred to as being in use on this line.

The Chief Auditor writes :—

Parcel Receipt Form S. N. 11.—The conditions printed on this form also are practically the same as ours and might be adopted. As regards the form itself, I would point out that we have no special form of receipt in use on this railway, but the way bill under which a parcel is booked is made out in triplicate, the first bill being kept at the station for record, the second given to the guard as a way bill, and the third handed to the sender as a receipt. This system has always answered well, but it is thought desirable for the sake of uniformity to introduce a special form of receipt, the state railway form appears to be suitable.

FOR GUARD.
INDIAN MIDLAND RAILWAY.

Appendix A to Question No. 20-A—*contd.*
Parcels Receipt—Form S. N. 11, marked II—contd.
 PROPOSALS AND REMARKS BY—
Indian Midland railway—concl'd.

Sender's name.		To whom consigned.	No. of packages.	Description.	Actual weight. Mds. Sr. Ch.	Weight charged. Mds. Sr.	To Pay. Rs. As. P.	Paid. Rs. As. P.	No. of Credit Note.
Parcels Way Bill No. _____ from _____ to _____ per _____ Train _____ day of _____ 189 .									

Invoice received _____
 Do. returned to Audit _____

Received _____ Station Master.

N. B.—The totals of each Way Bill must be carefully added up and the amount inserted in the total column. The receiving Station must carefully check both the "To Pay" and "Paid" amounts and correct the charges if any mistake is made, collecting the difference when necessary.

1 to 5	seers as	5	seers, or	1	cubic foot,
6 to 10	"	10	"	2	"
11 to 20	"	20	"	4	"
21 to 30	"	30	"	6	"
31 to 40	"	40	"	8	"
and for every additional 10 seers or 2 cubic feet of fraction of 10 seers or 2 cubic feet over one maund or 8 cubic feet.					

The actual weight must be entered in the proper column, fractional parts of a maund to be entered in "Weight Charged" column, thus:—

Appendix A to Question No. 20-A—*concd.*

Parcels Receipt—Form S. N. 11, marked H—concl'd.

PROPOSALS AND REMARKS BY—
Madras railway.

See remarks on form S. N. 36 (*vide* page xxv *ante*).

Morvi railway.

See remarks on form S. N. 10 (*vide* page xlv *ante*).

Eastern Bengal state railway.

See remarks on form S. N. 4 (*vide* page xxxiv *ante*).

Copy of letter No. 697-R., dated the 8th July 1893, from the Accountant General, Public Works Department, to the Secretary to the Government of India, Public Works Department.

I beg to submit, for the approval of the Government of India, a combined form of Parcels, Receipt Note, way bill and outwards book, which I recommend for adoption in lieu of the present Forms Nos. S. N. 11, S. N. 13, S. N. 13-A, S. N. 16, and S. N. 16-A.

2. The proposed form has the advantage of facilitating the booking of parcels traffic and of reducing the work of the station staff employed on this work. It would also render the upkeep of the Parcels outwards books (local and foreign), Forms Nos. S. N. 16 and S. N. 16-A unnecessary.

3. The combined form will be bound in sets of three and written up by the carbon process. Of the three copies of each form, one will be the station record and take the place of the Parcels outwards books (local and foreign), Forms Nos. S. N. 16 and S. N. 16-A, the second will be the Way Bill for the Guard, and the third the receipt for the consignor.

4. I have consulted the Examiners of Accounts, North Western and Eastern Bengal State railways, as to the expediency of the change in the direction indicated above, and they agree with me in the conclusion that the change is desirable.

Documents accompanying. }
Combined form referred to. }

FORM No. S. N. 11.

NORTH WESTERN RAILWAY.

PARCELS BOOK.

From _____ To _____
Vid _____
Sender's Name _____
Consignee and address _____
No. of packages, Description, and contents _____
Actual weight _____ Weight charged _____
Freight Paid _____ To Pay _____
Dated _____ Booking Clerk _____

No. 117.

100
28/8

FROM

THE SECRETARY,
RAILWAY CONFERENCE OF 1893,

TO

THE AGENTS, BOMBAY, BARODA AND CENTRAL INDIA, GREAT INDIAN PENINSULA,
EAST INDIAN, SOUTH INDIAN, SOUTHERN MAHRATTA, AND INDIAN MIDLAND
RAILWAYS.
THE AGENTS AND CHIEF ENGINEERS, BENGAL AND NORTH-WESTERN, ROHILKUND
AND KUMAON, AND BENGAL-NAGPUR RAILWAYS.
THE AGENTS AND MANAGERS, MADRAS, AND HIS HIGHNESS THE NIZAM'S GUARAN-
TEED STATE RAILWAYS.
THE MANAGERS, NORTH WESTERN, EASTERN BENGAL STATE, OUDH AND ROHIL-
KHAND, BURMA STATE, AND JODHPORE-BICKANEER RAILWAYS.
THE MANAGER AND ENGINEER-IN-CHIEF, BHAVNAGAR-GONDAL-JUNAGARH-PORBAN-
DAR RAILWAY.
THE AGENT AND GENERAL MANAGER, DARJEELING-HIMALAYAN RAILWAY.
THE SECRETARY, CALCUTTA PORT COMMISSIONERS' RAILWAY.

Simla, the 28th August 1893.

SIR,

In continuation of my letter No. ¹⁰⁰~~46~~ dated the 16th ^{August}~~December~~ 1893, forwarding lists A and B of the subjects to be placed before the Railway Conference of 1893, I am directed to forward a copy of the papers relating to question (A) No. ²⁰~~1~~ of list ^A~~1~~ referred to, viz.,

No. 20 A. Revision of railway receipts & forwarding notes

I have the honour to be,

SIR,

Your most obedient Servant,

Sy H. P. Hunt
Secretary.

Documents accompanying.
(As noted above.)

Three copies of the question.

DEPARTMENT,
No. 118, dated the ²³ August, 1893.

Copy, with copy of papers referred to, forwarded, for information, to the Secretary to the Government of India, Public Works Department; the Joint Secretary to the Government of Madras, Public Works Department (Railway Branch); the Secretary to the Government of Bombay, Public Works Department (Railway Branch); the Secretary to the Government of Bengal, Public Works Department; the Secretary to the Chief Commissioners of Burma and Assam, Public Works Department; the Secretary to the Resident at Hyderabad, Public Works Department; the Secretary to the Agent to the Governor General for Rajputana, Public Works Department; the Consulting Engineers for Railways, Bombay and Madras; the Consulting Engineers to the Government of India for Railways, Calcutta, Lucknow, Central Division, and Assam; the Agent, West of India Portuguese railway; the Agents and Chief Engineers, Assam-Bengal and Bengal Central railways; the Managers, Cherra-Companyganj and Jorhat railways; the Agent and General Manager, Dibru-Sadia railway; the Manager and Executive Engineer, Morvi railway; the Managing Agents, Deoghur and Thaton-Duyanzaik railways; the Secretary and Agent, Nilgiri railway; and the Engineers-in-Chief, Mushkaf-Bolan, Mari-Attock, East Coast, Bhopal-Ujjain, and Bina-Guna railways.

By order,

H. H. Hunt
Secretary.

Documents accompanying.
(As noted overleaf.)

Five copies of the question

G. C. Press, Simla.—No. 936 P. W. D.—21-8-93.—100.

The Joint Secretary to the Govt. of Madras.
P. W. Dept., Railway Branch, Madras.

P. M. CURRENT No. 7363

Encls 1 (45.2)
Dec. 28. 8. 93

B

No. 1184 R 27 Sept 93.

Communicated to
the Examiner General
Railway Accounts for
information.

Despatched
28 SEP 95

To the Examiner G. R. G. A. C.

J.C. 1899

1152

B

No. 12541C

PUBLIC WORKS DEPARTMENT,
RAILWAY BRANCH.

PROCEEDINGS OF THE MADRAS GOVERNMENT.

Read the following

RAILWAY CONFERENCE, 1893.

APPENDIX A TO QUESTION No. 20-A.

Erratum.

For Form on page i, read Form on page xix, and for Form on page xix, read Form on page i of the
above Appendix.

For copies
attached.

The Jt. Secy. to the G. of Madras, P.W.D. Ry. Branch Madras.

Communicated
to the Exam. General
R. Accounts with
reference to A.O. No.
1184 R dated 7 Sept 1893.

Despatched
28 SEP 95

Exam. General R. Accounts

2 copies to be sent to the Exam. General

