

(1) Number of Pages..... 16
(2) Date of repair..... 1-8-68
(3) Initials of the Referencer..... 8/18
25

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	<u>1493</u>	Press
B.P. No.		Mis.
Dated	<u>16-7-1875</u>	196 .

Not to be folded or roughly handled

*Proceedings of the Madras Government, Military Department,
5th June 1875.*

Military—Stores.

Read the following papers :—

No. 91. Extract paragraphs 2 and 3, of a letter from the Most Honorable the MARQUIS OF SALISBURY, Her Majesty's Secretary of State for India, to His Excellency the Right Honorable the Governor-General of India in Council; dated India Office, London, 26th November 1874, No. 614. (*Financial.*)

Para. 2. After a full consideration of the whole subject, I have sanctioned revised conditions of contract for freight, which I forward herewith for your information, and for communication to the Governments of Madras and Bombay.

50 Copies for freight of stores <i>via</i> Canal.	
50 " " " " " " Cape.	
50 " " " " " " malt liquor	
(One copy of each sent with despatch—49 of each sent through Store Department.)	

3. You will observe that they provide for the payment of two-thirds of the freight in this country instead of one-third, and that some other important alterations have been made.

MILITARY DEPARTMENT, FORT WILLIAM, 28TH MAY 1875.

No. 584. (*Military—Stores.*)

Copy of the above, with one copy each of the three forms referred to therein, forwarded to the Secretary to Government, Fort Saint George, Military Department, for the information of the Honorable the Acting Governor in Council, and for guidance.

(By order,)

(Signed) E. COLLEN, Lieutenant,
Asst. Secy. to the Govt. of India.

STEAM TENDER. [All the Blanks are to be filled up.]

TENDER FOR FREIGHT AND CONVEYANCE OF STORES TO *viâ* SUEZ CANAL.

Steam Vessel's Name.	Whether a British Ship.	Tonnage per Register. Under Act 17 and 18 Vict. c. 104.		Horse Power, Nominal.	Number of Decks.	Master's Name.	Where lying.	If cleared of Home-ward Cargo.	When Steam Vessel will be ready.		If to touch at any, and what Inter-mediate Port.
		Gross.	Nett.						To load.	To sail.	

London,
the

SIR,

We do hereby offer to convey the estimated quantities of Stores for the Secretary of State for India in Council, by the above Steam Vessel, from to at the rates under mentioned :

Tons estimated.	Description of Stores.	Rate of Freight per Ton.

We do also hereby assent to the conditions hereunto annexed and to the payment of one-third of the Freight in India to the Master, or his order, at the rate of exchange mentioned in the advertisement dated ; *viz.*, 2s. the Rupee; and we do hereby undertake to indemnify the Secretary of State in Council against all claims by reason of such payment. We also agree to abide by this Tender, and to fulfil the conditions annexed, in the event of the acceptance of it being signified to us within two days after the day appointed for the receipt of the same: and we further undertake not to withdraw this Tender previous to such acceptance, or in default to pay the sum of £10 to the Secretary of State in Council as liquidated damages.

We are, Sir,

Your obedient Servants,

 (Address.)

To the Secretary of State for India in Council,
India Office, London.

NOTICE.—The particular attention of Owners and Brokers is requested to the annexed Conditions of Tender for Freight, which must be strictly complied with.

CONDITIONS FOR FREIGHT OF STORES.

1st. That no Tender of a Steam Vessel will be entertained unless the Vessel is in a Port in the United Kingdom, or reported at Lloyd's to be in the English Channel, within a week of the time of Tender, and is British owned and sailing under the British flag.

2nd. That no Vessel is to be tendered that is not classed A 1 at Lloyd's or Red or Black in the Liverpool Registry. The Secretary of State reserves to himself the right of ordering for survey at his own expense any Vessel which may be tendered, or of rejecting any such Vessel without assigning a reason.

3rd. That the Vessel shall be ready to receive the Stores in the on the , and shall not take on board a greater quantity of Dead Weight (Ballast included) than two thirds her Register Tonnage, unless the special sanction of the Director-General of Stores be previously obtained, and that a Certificate approving the draft of water, when loaded and about to leave the port, from a known and properly qualified Surveyor, shall be sent in by the Tenderers with the claim for freight.

4th. That the Vessel shall be ready to sail from on the . If she shall be detained by default of the Owners or Master on the one part, or by default of the Officers of the Government of India on the other part, demurrage at a rate not exceeding £10 a day may be claimed from the Tenderers in the event of default of the Owners or Master, or from the Secretary of State in Council in the event of such default by the said Officers, for every day the Vessel may be so detained after twenty-four hours' notice by the other party, that the period agreed upon for sailing has expired, such rate to include every expense which may arise in consequence of the detention. It must, however, be understood that, if required, fourteen days from the date of the Vessel's final acceptance, or from the date of any subsequent engagement by the Secretary of State for India in Council, are to be allowed for the delivery of the Stores alongside.

5th. That the said Officers shall have the option of sending on board any quantity of Stores less than that tendered for, at the same rates of freight, notice of the quantity to be withdrawn being given within two days after the Tender is finally accepted. But the Government of India will not be responsible for the Stores falling short of or exceeding the estimated Tonnage as advertised.

6th. That the Tonnage of Stores be calculated as follows; *viz.*, for Dead Weight, at 20 Cwt. to the Ton, gross Weight; for Measurable Stores, at 40 Cubical Feet to the Ton.

One fifth to be deducted from the measurement of casks for their bulge.

7th. The Stores tendered for will be sent alongside the Vessel by the Officers of the India Store Department, and will be taken from alongside the Vessel in India by the Officers of Government there, to whom notice is to be given by the Master of the Vessel that the Stores are ready for delivery, and are to be delivered into Boats alongside, or on to Wharves or Jetties, as they may direct; but no receipt or acknowledgment of due delivery or final acquittance will be given, nor adjustment of freight take place, until the Stores have been landed and surveyed, according to the prevailing custom of the Public Service of India, and the state of the packages ascertained by the proper Officers of the Local Government.

8th. That the Vessel shall not, unavoidable necessity excepted, touch at any port between England and but that mentioned in the Tender.

9th. That if any Craft carrying down the Stores shall be detained alongside the Vessel more than three days, and in the case of Craft carrying Iron Rails more than two days, the Tenderers shall bear the expense occasioned by such detention of the Craft, at the rate of 10s. per diem for each Craft carrying ordinary Stores, and in the case of Craft carrying Iron Rails,

at the rate of 2*d.* per ton per diem, to be deducted from the amount of Freight to be payable in England. Sundays and Holidays *not* excepted in either case.

10*th.* That if any Woollen Cloths or Bale Goods be allotted to the Vessel by the said Officers, the same shall be stowed and placed in contact only with other dry Goods, in the after-hold.* It is to be clearly understood that the Vessel is to be well dunnaged from the wings,

and all other parts where necessary, at the expense of the Tenderers; and that these Stores are not to be stowed within four feet of the square of either hatchway, and that in the event of damage to the Stores, arising from improper stowage or any deviation from the stipulations before mentioned, the Tenderers shall be held responsible for the loss and damage occasioned thereby. A certificate of the Stores having been stowed according to this clause must be produced to the Local Government Officers before the adjustment of freight can take place.

11*th.* That the sanction of the Director-General of Stores be obtained before any Gunpowder, Ammunition, Lucifer Matches, Fuzes, or other explosive Material, or dangerous Chemicals, be shipped as merchandise, or be taken on board on private account, in order that the same may be stowed and secured at the expense of the Owners in a Magazine approved by the Surveyor of Shipping, or in such manner as he may direct; and a Certificate from the Surveyor of Shipping is to be furnished to the Director-General of Stores by the Tenderers, of the proper stowage of any such explosive or dangerous Stores, before the sailing of the Vessel; such Certificate being obtained at the expense of the Tenderers. If it is ascertained by inspection of the Bills of Entry at the Custom House, or from any other source, that these conditions have not been complied with, the Tenderers will be held responsible for all damage that may arise therefrom, and forfeit Freight.

12*th.* That if the Vessel shall not be able to receive Stores to the extent agreed upon (as per clause 5) the Brokers must give immediate notice, in writing, at the Store Department, Belvedere Road, Lambeth, to enable the Officers there to select the Stores to be "shut out," and the Tenderers of the Vessel are to be responsible for all loss, damage, and expense which may result from any stores being shut out by the Vessel; also for any increased rate of freight the said Secretary of State for India in Council may have to pay for sending the Stores by another Steam Vessel, and for any expense whatever that may result from the default. Where a Vessel sails before the date named in the Tender, or before the period allowed for shipping expires, as specified in clause 4, and Government Stores are shut out, a penalty of £50 will be enforced in addition to the other penalties under this Clause.

13*th.* That the expense that may arise by the enlargement of the hatchways or opening the decks so as to admit boilers, engines, or other machinery (if any) in and out of the Vessel, and of relaying the decks here and in India, be borne by the Owner.

14*th.* That the Tenderers shall be at the expense of providing all necessary machinery, tackle, &c., that may be required for taking the various articles on board and delivering the same from alongside in India, and shall pay any craneage or charge for risk that may arise when the dock cranes, shears, &c. are made use of, unless otherwise provided in the Tenders and agreed to before or at the time of the acceptance of the Vessel.

15*th.* That the freight be payable as follows; viz., two thirds in England, which will be payable within twenty-one days after the Bills of Lading are signed, provided that the Vessel has left the Port, upon production of the Certificate referred to in clause 3; and the remaining one third in India on delivery of the Stores, according to the tenor of the Bill of Lading, at the rate of exchange of 2*s.* per Rupee. If the freight does not exceed £30, the whole will be paid in England. In both instances the freight is to be subject to deduction of the charges or penalties which may arise by a breach of agreement; and that portion payable in India to the deduction of such amount as may be fixed by the proper authorities in India for any damage or deficiency

ency of the Stores, to which the Owners may be liable according to the conditions of the Bill of Lading. No charge is to be made or will be allowed under the head of "primage."

16*th.* All Tenders must be delivered at the Store Department in the India Office, on the preceding printed Form, the blanks being filled up by the Tenderers. If a Steam Vessel be offered on the same day to convey Stores to more than one Presidency in India, a separate Tender must be made for each Presidency or Port.

17*th.* When the Stores are shipped, notice, in writing, is to be given at the Shipping Branch of the Store Department, Belvedere Road, Lambeth, at least two clear days before the Vessel will be ready to sail, and the Master is to attend there, when required, to sign Bills of Lading, according to the form prepared by the Director-General of Stores for India. Should, however, circumstances arise rendering the Master's attendance impossible, the signature of the Owners or Brokers will be accepted upon receipt of a written authority from the Master acknowledging their signature as binding upon him. In default of his or their attendance at the Shipping Branch to sign Bills of Lading, a deduction will be made from the Freight at the rate of five per cent. for every day between the date to be specified in a forty-eight hours' notice to be sent to the Brokers when the Bills of Lading shall be ready for signature and that of his or their attending to sign the same.

18*th.* That all Steam Vessels engaged for the conveyance of Stores to India will be required to be fitted with a Lightning Conductor.

19*th.* When a Vessel is engaged for the conveyance to India of Gunpowder, Ammunition, or any similar Stores, a Magazine must be provided to be approved by the Surveyor of Shipping, and the Stores stowed to his satisfaction.

Notice in writing must also be given to the Superintendent of Stores, Belvedere Road, Lambeth, three clear days before the Vessel will be ready to receive such Stores, to enable him to make arrangements for their Shipment.

[All the Blanks are to be filled up.]

TENDER FOR FREIGHT AND CONVEYANCE OF STORES TO

Ship's Name and Class, if in Lloyd's Register.	Whether a British Ship.	Tonnage per Register. Under Act 17 & 18 Vict. c. 104.	No. of Decks.	Master's Name.	Where lying and to load.	If cleared of Homeward Cargo.	When Ship will be ready.		If to touch at any, and what Intermediate Port.
							To load.	To sail.	

London,
the

SIR,

We do hereby offer to convey the estimated quantities of Stores for the Secretary of State for India in Council, by the above Ship, from
to
at the rates under mentioned:

Tons estimated.	Description of Stores.	Rate of Freight per Ton.

We do also hereby assent to the conditions hereunto annexed, and to the payment of one third of the Freight in India to the Master, or his order, at the rate of exchange mentioned in the advertisement dated ; viz., 2s. the Rupee; and we do hereby undertake to indemnify the Secretary of State in Council against all claims by reason of such payment. We also agree to abide by this Tender, and to fulfil the conditions annexed, in the event of the acceptance of it being signified to us within one week after the day appointed for the receipt thereof: and we further undertake not to withdraw this Tender previous to such acceptance, or in default to pay the sum of £10 to the Secretary of State in Council as liquidated damages.

We are, Sir,

Your obedient Servants,

(Address.)

To the Secretary of State for India in Council,
India Office, London.

NOTICE.—The particular attention of Owners and Brokers is requested to the annexed Conditions of Tender for Freight, which must be strictly complied with.

CONDITIONS FOR FREIGHT OF STORES.

1st.—That no Tender of a Ship will be entertained unless the Ship is in a Port in the United Kingdom, or reported at Lloyd's to be in the English Channel, at the time of Tender, and is British owned and sailing under the British flag.

2nd.—That no Ship is to be tendered that is not classed A 1 at Lloyd's or Red or Black in the Liverpool Registry. The Secretary of State reserves to himself the right of ordering for survey at his own expense any Ship which may be tendered, or of rejecting any such Ship without assigning a reason.

3rd.—That the Ship shall be ready to receive the Stores on the
on the , and shall not take on board a greater quantity of Dead Weight (Ballast included) than two-thirds her Register Tonnage, unless the special sanction of the Director-General of Stores be previously obtained, and that a Certificate approving the draft of water, when loaded and about to leave the port, from a known and properly qualified Surveyor, shall be sent in by the Tenderers with the claim for freight.

4th.—That the Ship shall be ready to sail from
the . If she shall be detained by default of the Owners or Masters on the one part, or by default of the Officers of the Government of India on the other part, demurrage at a rate not exceeding £10 a day may be claimed from the Tenderers in the event of default of the Owners or Master, or from the Secretary of State in Council in the event of such default by the said Officers, for every day the Ship may be so detained after forty-eight hours' notice by the other party, that the period agreed upon for sailing has expired, such rate to include every expense which may arise in consequence of the detention. It must, however, be understood that, if required, fourteen days from the date of the Ship's final acceptance, or from the date of any subsequent engagement by the Secretary of State for India in Council, are to be allowed for the delivery of the Stores alongside.

5th.—That the said Officers shall have the option of sending on board any quantity of Stores less than that tendered for, at the same rates of freight, notice of the quantity to be withdrawn being given within six days after the Tender is finally accepted. But the Government of India will not be responsible for the Stores falling short of or exceeding the estimated Tonnage as advertised.

6th.—That the Tonnage of Stores be calculated as follows; viz., for Dead Weight at 20 cwt. to the Ton, gross Weight; for Measurable Stores at 40 Cubical Feet to the Ton. It must, however, be understood that Coils of Wire, Boilers, Machinery, and other Stores advertised to be tendered for at per Ton Weight are to be taken as advertised without reference to their measurement.

One fifth to be deducted from the measurement of casks for their bulge.

7th.—The stores tendered for will be sent alongside the Ship by the Officers of the India Store Department, and will be taken from alongside the Ship in India by the Officers of Government there, to whom notice is to be given by the Master of the Ship that the Stores are ready for delivery, and are to be delivered into Boats alongside, or on to Wharves or Jetties, as they may direct; but no receipt or acknowledgment of due delivery or final acquittance will be given, nor adjustment of freight take place, until the Stores have been landed and surveyed, according to the prevailing custom of the Public Service of India, and the state of the packages ascertained by the proper Officers of the Local Government.

8th.—That the Ship shall not, unavoidable necessity excepted, touch at any port between England and but that mentioned in the Tender.

9th.—That if any Craft carrying down the Stores shall be detained alongside the Ship more than three days, and in the case of Craft carrying Iron Rails more than two days, the Tenderers shall bear the expense occasioned by such detention of the Craft, at the rate of 10s. per diem for

each Craft carrying ordinary Stores, and in the case of Craft carrying Iron Rails, at the rate of 2d. per ton per diem, to be deducted from the amount of Freight to be payable in England. Sundays and Holidays *not* excepted in either case.

10th.—That if any Woollen Cloths or Bale Goods be allotted to the Ship by the said Officers, the same shall be stowed and placed in contact only with other dry Goods, in the after-hold.* It is to be clearly understood that the Ship is to be well dunnaged from the wings, and all other

parts where necessary, at the expense of the Tenderers; and that these Stores are not to be stowed within four feet of the square of either hatchway, and that in the event of damage to the Stores, arising from improper stowage or any deviation from the stipulations before mentioned, the Tenderers shall be held responsible for the loss and damage occasioned thereby. A certificate of the Stores having been stowed according to this clause, must be produced to the Local Government Officers before the adjustment of freight can take place.

11th.—That the sanction of the Director-General of Stores be obtained before any Gunpowder, Ammunition, Lucifer Matches, Fuzees, or other explosive Material, or dangerous Chemicals, be shipped as merchandise, or be taken on board on private account, in order that the same may be stowed and secured at the expense of the Owners in a Magazine approved by the Surveyor of Shipping, or in such manner as he may direct; and a Certificate from the Surveyor of Shipping is to be furnished to the Director-General of Stores by the Tenderers of the proper stowage of any such explosive or dangerous Stores, before the sailing of the Ship; such Certificate being obtained at the expense of the Tenderers. If it is ascertained by inspection of the Bills of Entry at the Custom House, or from any other source, that these conditions have not been complied with, the Tenderers will be held responsible for all damage that may arise therefrom, and forfeit Freight.

12th.—That if the Ship shall not be able to receive Stores to the extent agreed upon (as per clause 5) the Brokers must give immediate notice, in writing, at the Store Department, Belvedere Road, Lambeth, to enable the Officers there to select the Stores to be "shut out," and the Tenderers of the Ship are to be responsible for all loss, damage, and expense which may result from any Stores being shut out by the Ship; also for any increased rate of freight the said Secretary of State for India in Council may have to pay for sending the Stores by another Ship or by Steam Vessel *via* Suez Canal, and for any expense whatever that may result from the default. Where a Ship sails before the date named in the Tender, or before the period allowed for shipping expires, as specified in clause 4, and Government Stores are shut out, a penalty of £50 will be enforced in addition to the other penalties under this Clause.

13th.—That the expense that may arise by the enlargement of the hatchways or opening the decks so as to admit boilers, engines or other machinery (if any) in and out of the Ship, and of relaying the decks here and in India, be borne by the Ship.

14th.—That the Tenderers shall be at the expense of providing all necessary machinery, tackle, &c., that may be required for taking the various articles on board and delivering the same from alongside in India, and shall pay any craneage or charge for risk that may arise when the dock cranes, shears, &c., are made use of, unless otherwise provided in the Tenders and agreed to before or at the time of the acceptance of the Ship.

15th.—That the freight be payable as follows; *viz.*, two thirds in England, which will be payable within twenty-one days after the Bills of Lading are signed, provided that the Ship has left the port, upon production of the certificate referred to in clause 3; and the remaining one-third in India on delivery of the Stores, according to the tenor of the Bill of Lading, at the rate of exchange of 2s. per Rupee. If the freight does not exceed £30 the whole will be payable in England. In both instances the freight is to be subject to deduction of the charges or penalties which may arise by a breach of agreement; and that portion payable in India to the deduction of such amount as may be fixed by the proper authorities in India for any damage or deficiency of the Stores, to which the Owners may be liable according to the conditions of the Bill of Lading. No charge is to be made or will be allowed under the head of "primage."

16th.—All Tenders must be delivered at the Store Department in the India Office, on the preceding printed Form, the blanks being filled up by the Tenderers. If a Ship be offered on the same day to convey Stores to more than one Presidency in India, a separate Tender must be made for each Presidency or Port.

17th.—When the Stores are shipped, notice, in writing, is to be given at the Shipping Branch of the Store Department, Belvedere Road, Lambeth, at least two clear days before the Ship will be ready to sail, and the Master is to attend there, when required, to sign Bills of Lading, according to the form prepared by the Director-General of Stores for India. Should, however, circumstances arise rendering the Master's attendance impossible, the signature of the Owners or Brokers will be accepted upon receipt of a written authority from the Master acknowledging their signature as binding upon him. In default of his or their attendance at the Shipping Branch to sign Bills of Lading, a deduction will be made from the Freight at the rate of five per cent. for every day between the date to be specified in a forty-eight hours' notice to be sent to the Brokers when the Bills of Lading shall be ready for signature and that of his or their attending to sign the same.

18th.—That all Ships engaged for the conveyance of Stores to India will be required to be fitted with a Lightning Conductor.

19th.—When a Ship is engaged for the conveyance to India of Gunpowder, Ammunition, or any similar Stores, a Magazine must be provided to be approved by the Surveyor of Shipping and the Stores stowed to his satisfaction.

Notice in writing must also be given to the Superintendent of Stores, Belvedere Road, Lambeth, three clear days before the Ship will be ready to receive such Stores, to enable him to make arrangements for their Shipment.

TENDER FOR CONVEYANCE OF MALT LIQUOR TO

London,
the

SIR,

We do hereby offer to provide Vessels for the Conveyance of Malt Liquor from London to
, within the period specified below at the following
rates, viz. :

Quantities.		Port and Date of Shipment.	Rate of Freight per Hogshead.	
		For	s.	d.
Malt Liquor	Hhds.	Between		

We do also hereby agree to fulfil the Conditions hereunto annexed, and to abide by this Tender, and to fulfil its conditions, in the event of its acceptance being signified to us within two weeks after the day appointed for the receipt of the same; and we further undertake not to withdraw this Tender previous to such acceptance, or in default to pay the sum of £200 to the Secretary of State in Council as liquidated damages.

We are, Sir,

Your obedient Servants,

(Address.)

To the Secretary of State for India in Council,
India Office, London.

NOTICE.—The particular attention of Owners and Brokers is requested to the annexed Conditions of Tender for Freight, which must be strictly complied with.

CONDITIONS FOR FREIGHT OF MALT LIQUOR.

1st. That no Tender of a Ship will be entertained unless the Ship is in a Port in the United Kingdom, or reported at Lloyd's to be in the English Channel, at the time of Tender, and is British owned and sailing under the British flag.

2nd. That Tonnage is to be provided for the quantities of Malt Liquor shown in the letter of Tender within the periods stated against them. The Malt Liquor is to be despatched from England before the last date named in each case; the Contractors for the Tonnage must therefore submit to the Director-General of Stores the names of vessels proposed for the service in sufficient time to allow them to be surveyed, and the Malt Liquor properly shipped.

3rd. That the names of the Vessels are to be submitted from time to time to the Director-General on the printed form of letter, copies of which may be obtained at his office, and no Vessel is to be submitted of less than 400 tons registered Tonnage, nor to be proposed to carry a quantity of less than 200 hogsheads of Malt Liquor.

4th. That no Ship will be considered as finally engaged until she shall have been inspected in a dry dock and approved by Officers appointed on the part of the Secretary of State for India in Council. If a Ship shall have been in a dry dock since her last arrival in England, those Officers are to satisfy themselves of the fitness of the Ship for the service, by a strict examination into the nature and extent of any repairs she had there undergone, and by such an examination afloat as they may deem necessary. If a Ship shall not have been in a dry dock since her last return from sea, and the Owners shall refuse to place her in dock for examination, the said Contractors shall be subject to a forfeit of £50 to the Secretary of State for India in Council. They must also undertake to submit the Ship to all such examination as may be deemed necessary by such Officers, or to pay a penalty of £10 for refusing to do so. The report of the Surveying Officers of the fitness or otherwise of a Ship is to be accepted as final.

5th. That the Malt Liquor will be sent alongside the Ship by the Officers of the India Store Department when all the repairs which the Surveyor of Shipping considers needful shall have been performed.

6th. That no Ship accepted to convey Malt Liquor shall take on board a greater quantity of Dead Weight (Ballast included) than two-thirds her Register Tonnage, unless the special sanction of the Director-General of Stores be first obtained; and that the draft of water, when loaded and about to leave the port, shall be approved by the Surveyor of Shipping, and certified to by him, and the Ship shall be lightened at the expense of the Owners should he consider her too deep.

7th. That no Ship which is already under engagement to carry Ordinary Stores for the Secretary of State for India in Council shall be allowed to take Malt Liquor without the consent of the Director-General of Stores.

8th. That in the event of the detention of a Ship after the Malt Liquor has been shipped and beyond the date by which she ought to sail, either by default of the Contractors, their Agents or Servants, on the one part, or by default of the Officers of the Government of India on the other part, demurrage at a rate not exceeding £10 a day may be claimed from either party so defaulting, for every day the Ship may be so detained after forty-eight hours' notice by the other party that the period agreed upon for sailing has expired, such rate to include every expense which may arise in consequence of the detention. It must, however, be understood that, if required by the said Officers, 14 days from the date of the Vessel's final acceptance on receipt of the report of the Surveying Officer, or from the date of any subsequent engagement, are to be allowed for the delivery of the Malt Liquor alongside.

9th. That the said Officers shall have the option of sending on board any less quantity of Malt Liquor than that for which a Ship has been offered, on notice of the reduction being given within six days after the Ship is finally accepted.

10th. That the Malt Liquor be taken from alongside the Ship in India by the Officers of Government there, to whom notice is to be given by the Master of the Ship that the Malt Liquor

is ready for delivery, and it is to be delivered into Boats alongside or on to Wharves or Jetties, as they may direct; but no receipt or acknowledgment of due delivery or final acquittance will be given, nor adjustment of Freight take place until the Malt Liquor has been landed and surveyed, according to the prevailing custom of the Public Service of India, and the contents ascertained by the proper Officers of the Local Government.

11th. That Ships shall not, except from unavoidable necessity, touch at any port between England and the place of destination mentioned in the Tender.

12th. That if any Craft carrying down Malt Liquor shall be detained alongside a Ship more than three days, the Owners of the Ship shall bear the expense occasioned by such detention of the Craft, to be deducted from the amount of Freight to be payable in England.

13th. That in the event of damage to the Malt Liquor, arising from improper stowage or any deviation from the stipulations herein mentioned, the Contractors shall be held responsible for the loss and damage occasioned thereby.

14th. That no Guano, Creosoted Timber, Petroleum, or other deleterious cargo shall under any circumstances be shipped in Vessels conveying Malt Liquor; and that the sanction of the Director-General of Stores be obtained before any Coals, Coke, Gunpowder, Ammunition, Lucifer Matches, Fuzes, or other explosive Material, or dangerous Chemicals, be shipped as merchandise, or be taken on board on private account. In the event of the shipment of any of these articles being sanctioned, it will be on the understanding that they are to be stowed and secured at the expense of the Contractors, in such manner as the Surveyor of Shipping may direct; and a Certificate from that Officer of the proper stowage of any such dangerous Stores is to be furnished to the Director-General of Stores by the Owners before the sailing of the Ship; such Certificate being obtained at the expense of the Owners. In the event of failure in carrying out this condition, the Contractors, as in the preceding clause, will be held responsible for all damage that may arise therefrom, and forfeit Freight. The Ship's Manifest is also to be open to the inspection of an Officer from the Store Department, for the purpose of seeing that this condition has been complied with.

15th. That in the event of the Contractor failing to provide the necessary Tonnage so that the Beer may be despatched within the dates specified, as required by the latter part of Clause 2, it shall be lawful for the Secretary of State for India in Council to recover a penalty of one farthing per Hogshead per day for the first Seven Days, and of one halfpenny per Hogshead per day for every day after Seven Days that the Beer may not be despatched. And should any Tonnage not be provided within One Calendar Month of the proper date, the Secretary of State for India in Council may engage other Tonnage for the same, and charge the Contractor with the excess of Freight (if any) as well as with the before-named penalty and all other expenses accruing through his default, or it shall be at the discretion of the Secretary of State for India in Council to close the contract, and to recover the penalties, and charge all the expenses above enumerated, on such portion as may not have been fulfilled.

16th. That if a Ship shall not be able to receive Malt Liquor to the extent for which she has been offered by the Contractors for Freight (as per clause 8), the Brokers must give immediate notice in writing at the Store Department, Belvedere Road, and they shall be responsible for all loss, damage, and expense which may result from the Malt Liquor being sent down to and returned from the Ship, and for any expense whatever that may result from the default.

17th. It must be understood that the stowage of Malt Liquor by night will not be allowed, unless, in the opinion of the Surveyor of Shipping, it is absolutely necessary.

18th. That the Contractors be required to supply the requisite quantity of Coins for the proper stowage of the casks containing the Malt Liquor, and all the Dunnage Wood used on board Ships carrying Malt Liquor must be new, to the satisfaction of the Surveyor of Shipping.

19th. Every Ship must be furnished with at least two Chronometers properly rated, and with the latest edition of authorised Admiralty Charts and Sailing Directions for the Voyage on which she is engaged, and also with a copy of the "Commercial Code of Signals Book" (1868 Edition), published by authority of the Board of Trade, together with the last edition of the Code

List and the flags required for signalling by the Commercial Code, and a certificate by the Surveyor of Shipping that the said chronometers, charts, and books are on board must be supplied.

20th. That the Freight be payable as follows; viz., two thirds in England, which will be payable within twenty-one days after the Bills of Lading are signed, provided that the Ship has left the port, upon production of a Certificate from the Surveyor of Shipping that the Ship is tight, staunch, and strong, and in every way fitted for the voyage, and that he approves the stowage of the Cargo and the draft of water of the Ship when she left the place of loading, and the remaining one third in India to the order of the Masters of the respective Vessels engaged, on delivery of the Malt Liquor, according to the tenor of the Bill of Lading, at the rate of exchange of Two Shillings per Rupee. In both instances the Freight is to be subject to deduction of the charges or penalties which may arise by a breach of agreement; and that portion payable in India to the deduction of such amount as may be fixed by the proper authorities in India for any damage or deficiency of the Malt Liquor to which the Contractors may be liable according to the conditions of the Bill of Lading. No charge is to be made or will be allowed under the head of "primage."

21st. The Secretary of State for India in Council may reject any Tender without assigning reason.

22nd. When the Beer is shipped, notice in writing is to be given at the Shipping Branch of the Store Department, Belvedere Road, Lambeth, at least two clear days before the Ship will be ready to sail, and the Master is to attend there, when required, to sign Bills of Lading, according to the form prepared by the Director-General of Stores for India. Should, however, circumstances arise rendering the Master's attendance impossible, the signature of the Owners or Brokers will be accepted upon receipt of a written authority from the Master acknowledging their signature as binding upon him. In default of his or their attendance at the Shipping Branch to sign Bills of Lading, a deduction will be made from the Freight at the rate of five per cent for every day between the date so specified and forty-eight hours' notice to be sent to the Brokers when the Bills of Lading shall be ready for signature and that of his or their attending to sign the same.

23rd. That all Ships engaged for the conveyance of Malt Liquor to India will be required to be ventilated to the satisfaction of the Surveyor of Shipping.

24th. That all Malt Liquor shipped in Iron Vessels must be stowed in the Lower Hold only.

25th. All Tenders must be delivered at the Store Department in the India Office on or before Two o'Clock on Monday the _____, and no tender will be received after that hour. Tenders must be made on the preceding printed Form, the blanks being filled up by the Tenderers.

26th. That all Ships engaged for the conveyance of Stores to India will be required to be fitted with a Lightning Conductor.

No. 92.

ORDER THEREON, 5th June 1875, No. 2689.

Communicated to departments concerned for information and guidance.

(True Extract.)

(Signed) A. C. SILVER, Colonel,
Secretary to Government.

To the Quartermaster-General.

- " Inspector-General of Ordnance and Magazines.
- " Commissary-General.
- " Supt. and Agent for Army Clothing.
- " Surgeon-General, Indian Medical Department.
- " Controller of Military Accounts.
- " Financial Department.
- " Public Works Department.
- " Master Attendant.

Exd. A. Raitt.

Order

Order in the Financial Dept. 2nd July 1895. N^o 1402.

Communicated to the Accountant General,
and to the Superintendent of Stationery.

Trace Extract

Extract of
Charles Mackay

Ag. Under Secretary.

¹⁰ The Accountant-General.

Superintendent of Stationery.

Revenue Department - 1

Director of Public Instruction.

423

MILITARY.

JUNE

No 1493

Communicated to the
Board of Revenue and Super^{rs} of
Revenue Survey.

1. With Board of Revenue on 24th July
1. Super^{rs} of Revenue Survey 16th July 1875.

No 667
No 2770

Revenue 1875 Sept.

Prot. of Govt. Fin. Dep.

Dated 2^d July 1875
Recd. 9th July
Recd. No. 1402

Commg. Prot. of Govt. in
the Military Department
on retract from a Military
despatch from the Home
Govt. forwarding forms
of revised conditions of
contract for freight
No 1493 - 16th July 1875

Wellington