M.R.O. 1—20,002—12-8-65.

(1) Number of Pages 14.

(2) Date of repair 26-4-68.

(3) Initials of the Referencer 14 11.68

MADRAS RECORD OFFICE

GOVERNMENT OF MADRAS

Revenue DEPARTMENT

G.O. No.	57.	~~Press~~
B.P. No.		Mis.

Dated 11-1-1875 ~~196~~ .

Not to be folded or roughly handled

No. 1896 1/57

From The Offg. Master Attendant

To The Under Secretary to the
Govt. of India, Dept. of Rev: Agri & Comce.

Fort William Master Attendant's Office
Calcutta the 27 November 1874.

Sir,

With reference to the enclosed copy of a letter from Messrs. Mackinnon, Mackenzie & Co. I have the honour to request that the Bill of Lading therein referred to may be forwarded to the Secretary to the Government of Madras to enable Messrs. Binny & Co. to obtain payment of their bill for freight.

The measurement of the case is on the Bill of Lading.

I have &c.
Signed A. Baker.
Offg. Master Attendant.

Under Secretary to the Govt. of India

No. 792.

British India Steam Navigation Company Limited.

Calcutta 17th November 1874.

The Officiating Master Attendant.

Sir,

The Secretary to Government of Madras declines to honor Messrs Binny & Co's Bill for freight on one case Books despatched to his address by the SS "Oriental" sailed January last, without production of a certificate from you quoting measurement of the case and stating non-payment of freight here which document we should be much obliged by your kindly handing us at your convenience.

The Secretary to Government's reason for refusing payment of the Bill is that no Bill of Lading has been received by him.

We have &c.
S d/f. Mackinnon, Mackenzie & Co.
Managing Agents

(True Copies)

Registrar,
Department of Rev., Agri. and Comce.

Rev 4532/74
Rev 4505/74

No. 2742 V/57

From

C. J. LYALL, Esquire,

Under-Secretary to the Government of India,
Department of Revenue, Agriculture,
~~Revenue~~ and Commerce,

To

The Officiating Master Attendant.

Agri: and Horti: Calcutta dated 3rd December 1874.

Sir,

In reply to your letter No. 7896 dated the 27th ultimo, I am directed to say that the Bill of Lading in duplicate for the case of books despatched to Madras per SS "Oriental" in January last, was forwarded to the Government of Madras on the 5th February.

I have &c.
Signed C. J. Lyall.
Under Secretary to the Govt. of India

No. 2743

Copy of the correspondence forwarded to the Government of Madras for information and guidance. The case referred to contained copies of Mr. J. E. O'Connor's report on the "Production of Tobacco in India."

By order,
Chas. J. Lyall
Under Secretary to the Govt. of India

British India Steam Navigation Company, "Limited."

Madras, 21st December 1874.

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The Acting Secretary to Govt.
Fort Saint George.

Sir,

With reference to your official memo No 138 dated 18th Inst. with 2 enclosures herewith returned, we have the honor to state that the difficulty regarding payment of freight on the Case referred to is that it is usual for to submit bills without Certificates of tonnage and non payment of freight at ports of shipment being attached in support, in the absence of these documents the discharged Bill of Lading We in the present Case, applied to the Master Attendant here for the Bill of Lading, and were informed on reply that it had not been received we therefore wrote to the Managing Agents at Calcutta to obtain the necessary documents. The Bills of Lading having now been received we herewith submit our bills.

We have the honor to be
Sir,
Your most Obedient Servants

for Binny & Co
Managing
Agents

Rec'd 1874: Dec: 24
No 4303
From
The Madras Agency of the P. & O. Co.
Subject of Rec'd: Claim for Rs 2743

Dated 3? Dec: 1874
Rec'd 10.3 Dec: 1874

E.1

Pol 57-11 January 1875

Freight alleged to be due on Cotton exported in the Steamer Rohilla for a Case entitled "Binny & Co. Vs. The Peninsular & Oriental Steam Navigation Co." Claim for Rs 2743 disallowed. Letter to Madras Agency Co. in view of Paragraph 8 of Bombay Govt. Minute for further action in the Case.

3
Rec 45223/74

21/4 January/75 Rec 236.

Revenue Department.

Recd 15th Feb 1874 abt 5 pcs.

From Brass Company & Co
Madras

Dated 27th January 1874

Rec'd 2d Feb
Ans. 4th. Ins. Order, P.M. Abstract
Same

Explaining the reason of inability on the part of the B&C to forward on the Case of Books for freight per the Oriental from Calcutta to the address of the Secy to Govt Bridge Dept Madras per S.S. Bride now lying at Calcutta for freight



British India Steam Navigation Compa[ny] "Limited."

Shipped, in good order and well-conditioned by The [Agts] Master attending as supercargo

in the Steam Ship Oriental
Commander, or whoever else may be placed in command for this present V[oyage] lying in and bound for [Madras] and now [lying] at intermediate Ports

addt
The Secy: Govt of Madras } one Case Books

4/57

being marked and numbered as in the margin, and are to be carried and delivered subject to the conditions after mentioned; including those at the foot of this Bill of Lading, in the like good order and well-conditioned, at the Port of Madras.

(The Act of God, the Queen's Enemies, Restraint of Princes, Rulers, Pirates or Robbers by Sea or Land, accidents, loss and damage from Vermin, Barratry, Jettison, Collision, Fire, Machinery, Boilers, Steam, and all the perils, dangers, and accidents of the Sea, Rivers, Land Carriage, and Steam Navigation of whatsoever nature and howsoever; and accidents, loss or damage from any act, neglect, or default whatsoever of the Pilot, Master, or Mariners, or other Servants of the Company in navigating the Ship, or from any devintion, excepted; with liberty to sail with or without Pilots, and tow and assist Vessels in all situations and circumstances; and the Company are to be at liberty to carry the said Goods to their Port of Destination by the above or other Steamer or Steamers, Ship or Ships, either belonging to the Company or to other persons, proceeding either directly or indirectly to such Port; and in so doing to carry the Goods beyond their Port of Destination, and to tranship or land and store the Goods either on shore or afloat, and re-ship and forward the same at the Company's expense, but at Merchant's risk; and with liberty also, at the like risk, to deviate for any purpose from above voyage, and to call and stay at any Ports or places whether in or out of the usual course of the voyage, and in any order, and for any purpose, or at any time whatsoever) unto Addressed or to his or their assigns.

Freight for the said Goods at the rate of Will be paid in Madras

by the Shippers as per margin, Steamship lost or not lost. In Witness whereof the Commander or Agents of the said Steamship have affirmed to Two Bills of Lading, all of this tenor and date; one of which Bills of Lading being accomplished, the others to stand void.

Dated at Calcutta on 20th January 1874

MEASUREMENT AND WEIGHT.

Tons.	Feet.	Inches.	Tons.	Cwts.	Qrs.	Lbs.
	6	—				
	P.35/4					

Freight Rs 4 — 3 on 1

at Rs. 0 — 8 per ton

Total, Rs. 4 — 11 — 3

N.B.—Any claim for short delivery of, or damage done to Goods, and all other Claims whatsoever, to be made at the Port of Calcutta, and at no other Port; and the Goods are shipped and this Bill of Lading granted subject to this express condition; and no claim for damage will be admitted unless notified in writing before the Goods are removed.

This Bill of Lading is issued subject to the following Conditions:—

Weight, Contents, and Value when Shipped unknown. The Company is not to be responsible for leakage or breakage, or other consequence arising from the insufficiency of the address or package, or for damage, leakage, or breakage to re-exported goods.

The Company reserves the right of charging freight by weight, measurement, or value, and of re-measuring or re-weighing the same, and charging freight accordingly before delivery.

The Company, through its Agents or Commanders, will have a lien on the Goods for Freight unpaid, and for all payments made or liabilities incurred in respect of any charges herein stipulated to be borne or customarily borne by owners of Goods.

The Company does not guarantee that the Steamers shall have room at Ports of transhipment, or that there shall be no delay there.

Packages weighing more than 3 cwt. (excepting bales and boxes of manufactured Goods) are only carried at advanced rates of freight and by special agreement.

In case it be necessary to detain and store the Goods, it shall be done at the Company's expense, but at the Merchant's risk; but the Company is not to be answerable for any delay so occasioned.

When, owing to bad weather or other causes, the Goods cannot be safely landed at their destination within the time stipulated for stoppage at such Port in the Company's Mail Contract with Government, the Company reserves to itself the right to convey them to the next Port on the voyage or to the final Port of call, to be returned thence by one of the Company's Steamers having space, at the Company's expense and Merchant's risk; and the Consignee cannot claim indemnity for such delay or the consequences thereof.

A written declaration of the Contents and Value of Goods is required by the Company, and must be delivered by the Shipper to the Company's Agents with the Bill of Lading. A wrong description of Contents or false declaration of value shall release the Company from all responsibility in case of loss, seizure, or detention, and the Goods shall be charged double Freight on the real value; which Freight shall be paid previous to delivery. The Company will not receive on board of its Vessels any Goods of a dangerous or damaging nature. If any such Goods be shipped without notice, the Shipper will not only be liable to the penalties imposed by Statute, but also for all damages sustained in consequence of such Shipment.

The Goods are to be distinctly marked with the marks, numbers, and Port of Destination, as the Company is not to be responsible for detention or wrong delivery. Bill of Lading must be presented and delivered up cancelled before delivery of Goods can be granted.

The Company to have the option, through its Agents or Commanders, of delivering Goods into receiving ship at port of destination, or landing them direct at Consignees' expense, as per scale of charges to be seen at the Agents' Offices, or such Goods may be carried on by the Steamer at Merchant's risk and expense; should no cargo boats be alongside to receive the same when Steamer casts anchor; and the Company is to have a lien on the Goods for such expenses; and all liability of the Company in respect of such Goods is to cease so soon as they are free from the Ship's tackle; after which the Company is not to be responsible for any loss or damage to such Goods howsoever caused.

Goods landed on Rangoon Wharf and stored there to be at Consignees' risk and expense as regards fire, docility, vermin, and otherwise; and store-rent will be charged after 24 hours at the rate of four annas a package, and thereafter at a weekly rate of two annas per each package. The risk of fire will be covered on application to the Agents.

The Company will not be liable for any single package of cargo beyond the value of Five Hundred Rupees unless additional freight at half Specie rate has been paid on value above Five Hundred Rupees; and in all cases where claims are made, proof of loss must be furnished.

Specie will not be landed by the Company. It can only be delivered on presentation of Bills of Lading on board, and will be carried on at Consignees' risk, if delivery is not taken during the Steamer's stay in port.

.....for Captain.

.....for Agents.

Mr Vaughan & Sinclair, Mercantile Stationers, Glasgow.

Payable in Madras

Revenue Department.

No. 57 b/57

British India Steam Navigation Company, "Limited."

Shipped, in good order and well-conditioned by The aff^d Master or attendant

in the Steam Ship Oriental

Commander, or whoever else may be placed in command for this present Voyage lying in and bound for Madras and intermediate Ports

The Secy: Govt of Madras } adat one Case Books 5/57

being marked and numbered as in the margin, and are to be carried and delivered subject to the conditions after mentioned, including those at the foot of this Bill of Lading, in the like good order and well-conditioned, at the Port of Madras

(The Act of God, the Queen's Enemies, Restraint of Princes or Rulers, Pirates or Robbers by Sea or Land, accidents, loss and damage from Vermin, Barratry, Jettison, Collision, Fire, Machinery, Boilers, Steam, and all the perils, dangers, and accidents of the Sea, Rivers, Land Carriage, and Steam Navigation of whatsoever nature and kind soever; and accidents, loss or damage from any act, neglect, or default whatsoever of the Pilot, Master, or Mariners, or other Servants of the Company in navigating the Ship, or from any deviation, excepted; with liberty to sail with or without Pilots, and tow and assist Vessels in all situations and circumstances; and the Company are to be at liberty to carry the said Goods to their Port of Destination by the above or other Steamer or Steamers, Ship or Ships, either belonging to the Company or to other persons, proceeding either directly or indirectly to such Port; and in so doing to carry the Goods beyond their Port of Destination, and to tranship or land and store the Goods either on shore or afloat, and re-ship and forward the same at the Company's expense, but at Merchant's risk; and with liberty also, at the like risk, to deviate for any purpose from above voyage, and to call and stay at any Port or places whether in or out of the usual course of the voyage, and for any purpose, or at any time whatsoever) unto Addressed or to his or their assigns.

Freight for the said Goods at the rate of will be paid in Calcutta Madras by the Shippers as per margin, Steamship lost or not lost. In consideration whereof the Commander or Agents of the said Steamship have affirmed to Two Bills of Lading, all of this tenor and date; one of which Bills of Lading being accomplished, the others to stand void.

Dated at Calcutta on 20th January 1874

MEASUREMENT AND WEIGHT.

Tons.	Feet.	Inches.	Tons.	Cwts.	Qrs.	Lbs.
	6	–				

@ 35/- Freight 4 – 3 – on 3

at Rs. Standard 1/8 0 – 8 per ton 0

Total, Rs. 4 – 11 – 3

N.B.—Any claim for short delivery of, or damage done to Goods, and all other Claims whatsoever, to be made at the Port of Calcutta, and at no other Port; and the Goods are shipped and this Bill of Lading granted subject to this express condition; and no claim for damage will be admitted unless notified in writing before the Goods are removed.

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The Company reserves the right of charging freight by weight, measurement, or value, and of re-measuring or re-weighing the same, and charging freight accordingly before delivery.

The Company, through its Agents or Commanders, will have a lien on the Goods for Freight unpaid, and for all payments made or liabilities incurred in respect of any charges herein stipulated to be borne or customarily borne by owners of Goods.

The Company does not guarantee that the Steamers shall have room at Ports of transhipment, or that there shall be no delay there.

Packages weighing more than 3 cwt. (excepting bales and boxes of manufactured Goods) are only carried at advanced rates of freight and by special agreement.

In case it be necessary to detain and store the Goods, it shall be done at the Company's expense, but at the Merchant's risk; but the Company is not to be answerable for any delay so occasioned.

When, owing to bad weather or other causes, the Goods cannot be safely landed at their destination within the time stipulated for stoppage at such Port in the Company's Mail Contract with Government, the Company reserves to itself the right to convey them to the next Port on the voyage or to the final Port of call, to be returned thence by one of the Company's Steamers having space, at the Company's expense and Merchant's risk; and the Consignee cannot claim indemnity for such delay or the consequences thereof.

A written declaration of the Contents and Value of Goods is required by the Company, and must be delivered by the Shipper to the Company's Agents with the Bill of Lading. A wrong description of Contents or false declaration of value shall release the Company from all responsibility in case of loss, seizure, or detention, and the Goods shall be charged double Freight on the real value; which Freight shall be paid previous to delivery. The Company will not receive on board of its Vessels any Goods of a dangerous or damaging nature. If any such Goods be shipped without notice, the Shipper will not only be liable to the penalties imposed by Statute, but also for all damages sustained in consequence of such Shipment.

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Bill of Lading must be presented and delivered up cancelled before delivery of Goods can be granted.

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Goods landed on Rangoon Wharf and stored there—to be at Consignees' risk and expense as regards fire, duculy, vermin, and otherwise; and store-rent will be charged after 24 hours at the rate of four annas a package, and thereafter at a weekly rate of two annas per each package. The risk of fire will be covered on application to the Agents.

The Company will not be liable for any single package of cargo beyond the value of Five Hundred Rupees, unless additional freight at half Specie rate has been paid on value above Five Hundred Rupees; and in all cases where claims are made, proof of the value must be furnished.

Specie will not be landed by the Company. It can only be delivered on presentation of Bills of Lading on board, and will be carried on at Consignees' risk, if delivery is not taken during the Steamer's stay in port.

for Captain.

for Agents.

M'Naughton & Sinclair, Mercantile Stationers, Glasgow.

Payable in Madras

2

Rev 4522/74

11/1875

57

1

Revenue Department.

No. 57

b/57

PROCEEDINGS of the MADRAS GOVERNMENT.

Under date the 11th January 1875.

Read the following letters:—

From the Govt. of India, Rev: & Dept:

Forwarding copy of certain correspondence on the subject of the Bill for a case containing copies of Mr Johnson's Report on the "Production of Tobacco in India"; &c.

H.L. 3d Decr: 1874, No 2743.

Messrs. Binny & Co.

Explaining reason of difficulty in payment of the Bill for the case alluded to above, & submitting the Bill for freight.

H.L. 21st Decr: 1874.

* Rs 4. 11. 3.

Ordered that Messrs. Binny & Co's Bill* received with the second of the foregoing letters, be forwarded to the Accountant General, who will arrange for its payment.

1 To the Accountant General with 2 Orders & 12
1 " Messrs Binny & Co's

FO

Messrs Bunny H

Bill for freight on

acct of a Case of

Books –