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HAND BOOK
OF
COMMERCIAL INFORMATION
FOR
INDIA

THIRD EDITION



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PREFACE TO THE FIRST EDITION.

The object of this Handbook is to give readers in other parts of the world a bird's-eye view of the foreign trade of British India. The undertaking was suggested by Mr. Chadwick, Indian Trade Commissioner in London, who pointed out that though Sir George Watt's 'Dictionary of the Economic Products of India' and the abridgment of that work entitled 'The Commercial Products of India' furnish much valuable information, they are not compiled on lines directly helpful to business men and omit many details which foreign traders want to know. A handbook with many of the features suggested by Mr. Chadwick, but dealing with the trade of the Madras Presidency only, which appeared in 1916, and the consular report compiled by Mr. Baker, American Consul at Bombay, and published in Washington in 1915, contain much of the necessary material, but as the latter was written chiefly with the object of interesting American exporters in India's import trade, the information to be found in it regarding exports is generally not sufficiently detailed. From the point of view from which the present book is written the import trade is of secondary importance, and general economic conditions and the difficulties of currency and finance which have hampered commercial development in India from time to time have only been briefly alluded to. In the case of every article of present or potential importance figuring in the statistics of exports, however, an attempt has been made to specify the areas in which it is obtainable, the port or ports from which it is shipped, the method of marketing and the unit of sale and shipment. India is so vast and so remote that there is no doubt that on the Continent

and in America, if not in the United Kingdom, abundant ignorance prevails with regard to the commercial geography of the country and her trade potentialities. The earlier chapters in the Handbook deal with the principal ports and the facilities for trade at each, while the chief commercial organisations are enumerated and their activities described. Elsewhere will be found a conspectus of the various weights and measures in use in the chief trade centres, while the appendices contain the tonnage schedules in force at the five principal ports and a glossary of the vernacular terms which occur in the book. It is hoped that this varied material will enable all who are anxious to purchase India's manufactures or raw materials to make larger use of the opportunities which undoubtedly exist for increased trade.

I take this opportunity of expressing my grateful acknowledgments to the numerous friends, official and non-official, who have scrutinised my draft articles and assisted me with material. Among the numerous books consulted in addition to those referred to earlier in this preface, the 'Quinquennial Review of Mineral Production in India' (1909-1913) and the 'Munitions Board Handbook' (1919) have been found particularly helpful. My clerk, M. A. Krishnan, who has seen the book through the press and is responsible for the statistical tables and the index, deserves special mention.

C. W. E. COTTON.

CALCUTTA :

26th September, 1919.

PREFACE TO THE SECOND EDITION.

The opportunity offered for a wider circulation of this Handbook by the British Empire Exhibition at Wembley, coinciding with the practical exhaustion of the first edition, has prompted the Government of India to ask me to prepare a new edition this year. No new features have been introduced, but the statistics have been brought up to date and the letter-press generally revised. My special thanks are due to those who have helped me to make Parts III A, IV, and V more complete, and to the Commercial Intelligence Department which recruited and supervised the work of the tabulating staff, who have worked hard and well.

C. W. E. COTTON.

MADRAS STATES AGENCY:

Trivandrum, April, 1924.

PREFACE TO THE THIRD EDITION.

The book was last revised by the late Mr. Cotton in 1924. It was felt that on account of the many changes which had since taken place in the course of trade and commerce of India the publication had lost much of its value as a book of reference. The Government of India, therefore, decided to have a new edition prepared and the work was entrusted to me in May 1935. No radical alterations in the general structure of the book have been attempted. The only new features which have been introduced are the addition of a bibliography, the indication in the map of India of the names of some of the ports which have lately come into prominence and a somewhat greater elaboration of the details in certain chapters of the Handbook, *e.g.*, tea, rubber, etc. The tables have been abridged to show figures under each head for the pre-war, post-war and the last four years and the information

given in the letter-press has been brought up to date. My thanks are due to the Heads of Departments and the Collectors of Customs who so readily responded to my requests for information. The staff worked with enthusiasm.

R. R. SAKSENA.

NEW DELHI ;

November 15, 1936.

NOTE.—In this volume all the sterling figures prior to 1st April 1927 have been calculated on the basis of 1 Rupee=1s. 4d. and the later figures on the basis of 1 Rupee=1s. 8d.

APPENDICES.

- I. Tonnage Schedule.**
- II. Merchandise Marks Law.**
- III. Principal Railways in India.**
- IV. Concessions to Commercial Travellers.**
- V. Crop Forecasts.**
- VI. Glossary of Indian terms.**
- VII. East Indian Wheat Contract.**
- VIII. East Indian Linseed Contract.**
- IX. List of Publications consulted.**

APPENDIX I.

TONNAGE SCHEDULES FOR STEAMERS.

For the ports of Calcutta, Bombay, Madras and Karachi.

Name of the article.	Calcutta.	Bombay.	Madras.	Karachi.
	Per ton nett.	Per ton.	Per ton nett.	Per ton.
Aloes . . .	...	In kegs, 40 c. ft.	In bags, 20 cwt.	In kegs, 40 c. ft.
Alum . . .	...	In bags, 16 cwt.	In cases, 50 c. ft.	In bags, 16 cwt.
Aniseed . . .	In bags, 8 cwt.	...	20 cwt.	...
Annato . . .	...	In c/s, 40 c. ft.	...	In cases, 50 c. ft.
Apparel . . .	...	...	60 c. ft.	Do.
Arrowroot . . .	...	In cases, 40 c. ft.	In c/s, 50 c. ft.	Do.
Assafœtida . . .	...	In cases, 40 c. ft.	In bags, 20 cwt.	In cases, 40 c. ft.
Balree . . .	...	In bags, 18 cwt.	In cases, 50 c. ft.	In bags, 18 cwt.
Barilla . . .	...	...	...	16 cwt.
Bark . . .	...	...	In bags, and bundles, 8 cwt.	...
Barley . . .	20 cwt.	In bags, 16 cwt.	...	In bags, 16 cwt.
Beans . . .	20 cwt.	17 cwt.	...	...
Beeswax . . .	20 cwt.	In cases, 40 c. ft.	20 cwt.	In bags, 40 c. ft.
Betelnuts . . .	20 cwt.	In bags, 13 cwt.	18 cwt.	In bags, 18 cwt.
Blackwood . . .	...	In straight square logs, 40 c. ft.	...	In straight square logs, 40 c. ft.
		Otherwise 16 cwt.	...	Otherwise, 16 cwt.
Bonemeal, etc.	20 cwt.	Meal and dust, 20 cwt.	20 cwt.	Meal and dust 20 cwt.
Bonemeal II . . .	...	...	...	In bags or wheat sacks as per standard preserved in the Chamber, 17 cwt.
Bones . . .	...	Meal in bags (in accordance with the average quality of which a standard is preserved by the Chamber), 20 cwt.	...	Crushed in bags as per standard preserved in the Chamber, (Note 4 on p. 416), 15 cwt., 17 cwt. and 18 cwt.
Bones . . .	Crushed 20 cwt. or 50 c. ft. (at steamer's option).	Crushed in bags as per the Chamber standard.	Bone Sinews, in bales, 50 c. ft.	Loose 8 cwt. (See note 4 on p. 416).
		A 11 cwt. . .	...	...
		B 14 cwt. . .	...	...
		C 17 cwt. . .	...	...
		(See note 2 on p. 416).	...	...
Books . . .	...	...	50 c. ft.	40 c. ft.
Borax (or Tincal) . . .	20 cwt.	In cases 40 c. ft.	In bags 20 cwt.	In c/s, 40 c. ft.
Bran . . .	14 cwt.	In bags, 16 cwt.	In c/s, 40 c. ft.	In bags, 16 cwt.
		In bags, pressed 10 cwt. (See note 2 on p. 416).	...	In bags, pressed. (See note 4 on p. 416), 10 cwt.
		In bags, unpressed, 9 cwt.	...	Unpressed in bags 9 cwt.
Brimstone . . .	...	...	20 cwt.	...
Bristles . . .	...	...	...	...
Buffalo horns (See horns).	50 c. ft.	...	...	In bundles, 6 cwt.
Bullion . . .	Ad valorem	Ad valorem	Ad valorem	At per cent.
Campbor . . .	In c/s, 50 c. ft.	In cases 40 c. ft.	In c/s, 50 c. ft.	In c/s, 40 c. ft.
Cases or rattans (See also Rattans).	50 c. ft. (at steamer's option).	Katans for dunnage, 20 cwt. or 50 c. ft. (at steamer's option).	...	In bundles, 13 cwt.
Carbonate of Potash . . .	50 c. ft.	...	...	...
Cardamoms . . .	In Robbins, 8 cwt. In boxes, 50 c. ft.	In bundles 40 c. ft.	...	In bundles, 40 c. ft.
Carpets . . .	50 c. ft.	...	In cases, 50 c. ft. In bags, 10 cwt. 50 c. ft.	...
Cassia . . .	In boxes, 12 cwt.	Cassia, lignea, fistula and buds, 40 c. ft.	In cases, 50 c. ft.	Cassia, lignea, fistula and buds, 40 c. ft.
		...	In bags, 12 cwt.	...

TOWAGE SCHEDULES FOR STEAMERS—contd.

Name of the article.	Calcutta.	Bombay.	Madras.	Karnabi.
	Per ton nett.	Per ton.	Per ton nett.	Per ton.
Castor seed	15 cwt.	Bold Coimpo description and mixture containing more than 2 per cent. of such, 10 cwt. Other ports not containing more than 2 per cent. of Bold Coimpo description 15 cwt. (15 cwt. with effect from 1st October 1934).	20 cwt.	14 cwt.
Chamom	50 c. ft.	8 cwt.	...	8 cwt.
Chillies	(Dry) in bags, or bundles, 5 cwt.	In bags 6 cwt. In cases, 40 c. ft.	In bags, 12 cwt. In robbins, 14 cwt.	...
Chinaroot	...	In cases, 40 c. ft.	In bags, 11 cwt. In cases, 50 c. ft.	In c/s, 40 c. ft.
Chirata	In bundles, 50 c. ft.	...	...	...
Chrysops	20 cwt.	...	In bags, 50 c. ft.	...
Cinnamon	...	40 c. ft. In bags or cases, 40 c. ft.	50 c. ft.	60 c. ft. In c/s, 40 c. ft.
Cloves	In bags, 8 cwt. In cases, 50 c. ft.	In cases, 40 c. ft. In bags or fractions, 8 cwt.	In bags, 8 cwt. In cases, 50 c. ft.	In c/s, 40 c. ft. In bags or fractions, 8 cwt.
Coral	20 cwt.	...	20 cwt.	20 cwt.
Cochinall	50 c. ft.	...	50 c. ft.	...
Cocoa	...	In bags, 10 cwt.	...	In bags, 10 cwt. 11 cwt.
Coconut Oil (No oil).	...	...	...	...
Cowhite Indian Coffee	In bags, 16 cwt.	In bags, 12 cwt. In c/s, 40 c. ft. In bags or fractions, 14 cwt.	In bags, 10 cwt. In c/s, 17 cwt.	In bags, 12 cwt. In c/s, 40 c. ft. In bags or fractions, 12 cwt. In bags, 40 c. ft.
Coir	In dhols, 10 cwt.	In bags, 40 c. ft. In bundles or loose, 8 cwt. In coils, 40 c. ft.	Yarn and fibre, in bags, 50 c. ft. In bundles and dhols, 10 cwt.	In bundles or loose, 8 cwt. In coils, 40 c. ft.
Cotr rope	20 cwt.	...	...	...
Culm	...	...	...	...
Culm root	...	In cases, 40 c. ft.	...	In c/s, 40 c. ft.
Cupress	20 cwt.	In bags, 8 cwt.	...	In bags, 8 cwt.
Cupress bark	12 cwt.	In robbins, or bags 6 cwt. Cut cups in bags, 10 cwt.	In bags, 12 cwt.	In robbins, 8 cwt. Cut, in bags 11 cwt. In bags, 10 cwt.
Cyperus or Cyperus bark	20 cwt.	...	...	...
Cardamom	12 cwt.	Rough (not speckled) in bags 10 cwt.	...	Rough (not speckled) in bags, 10 cwt.
Cassia seed	20 cwt.	10 cwt.	20 cwt.	...
Cassia bark	50 c. ft.	In bags, 50 c. ft.	In bags, 50 c. ft.	In bags, 40 c. ft. From 2 English American
Castanet	14 cwt.	12 cwt. (See note 2 on p. 414).	20 cwt.	12 cwt. And American 11 cwt.
Cotton in yarn	...	...	...	...
Cotton in pieces	...	...	...	...
Cow and Goat Hair	...	...	...	...
Coverlet	20 cwt.	In cases, 40 c. ft. In bags, 10 cwt.	20 cwt.	In c/s, 40 c. ft. In bags, 10 cwt.
Croch	8 cwt.	In c/s, 40 c. ft. (In bags, 11 cwt. with effect from 1st October 1934)	...	In c/s, 40 c. ft.
Croch	In bags, 12 cwt.	And number (from Japanese) in bags or fractions, un-annexed 12 cwt.	In bags, 17 cwt.	And number (from Japanese) in bags or fractions un-annexed 12 cwt.
Cylindrical goods, rolls, etc.	...	50 c. ft. (See note 2 on p. 414).	...	50 c. ft. (See note 2 on p. 414).
Dates	Wet 20 cwt. Dry, 16 cwt.	Wet, 16 cwt. Dry, 12 cwt.	...	Wet, 16 cwt. Dry, 12 cwt.

TONNAGE SCHEDULES FOR STEAMERS—contd.

Name of the article.	Calcutta.	Bombay.	Madras.	Karachi.
	Per ton nett.	Per ton.	Per ton nett.	Per ton.
Dhall	20 cwt.	Crushed in bags, 17 cwt.	20 cwt.	Crushed or split in bags, 17 cwt.
Dragon's blood	...	In cases, 40 c. ft.	...	In c/s, 40 c. ft.
Ebony	...	Square and straight 40 c. ft.	...	Square and straight 40 c. ft.
Elephants' teeth	...	Otherwise 16 cwt.	...	Otherwise 16 cwt.
Fennel seed	...	In cases, 40 c. ft.	...	In c/s, 40 c. ft.
Fenugreek (Methyle Seed).	...	In bundles, 14 cwt.	In c/s, 50 c. ft.	In bundles, 14 cwt.
Fabres, all sorts	50 c. ft.	Loose, 18 cwt.	...	Loose, 16 cwt.
Fish Manure	...	10 cwt.	20 cwt.	10 cwt.
Fishmaws or Inglass.	...	17 cwt.	...	17 cwt.
Flour	...	...	Palmyra fibre in bales 50 c. ft.	...
Furniture	...	...	In ballots or bundles, 10 cwt.	...
Galls	...	...	...	As per sample lodged with the Chamber, 9 cwt.
Ganja	50 c. ft.	...	...	In c/s, 40 c. ft.
Garlic or onions	12 cwt.	...	...	...
Ghee (Ghi)	...	...	...	In dabbas or casks, 40 c. ft.
Ginger	16 cwt.	Dry in cases 40 c. ft.	In bags 12 cwt.	Dry in c/s, 40 c. ft.
Gram	20 cwt.	Dry in bags, 10 cwt.	In c/s, 50 c. ft.	Dry in bags, 10 cwt.
Groundnuts	...	In bags, 18 cwt.	20 cwt.	18 cwt.
Gums	In c/s, 50 c. ft.	Shelled, 13 cwt. (14 cwt. with effect from 1st October 1924). Unshelled, 6 cwt.	Kernels & unshelled, 20 cwt.	Unshelled 6 cwt.
Gunny bags and gunny cloth.	Gunnies, 50 c. ft. or 20 cwt. gross (at steamer's option).	Of all kinds in cases, 40 c. ft.	In c/s, 50 c. ft.	Of all kinds in c/s, 40 c. ft.
Hemp	In bales, 50 c. ft.	Gum olibanum in bags, 13 cwt. (Gum Persian) in double bags and Gum (Arabic) in double bags, 17 cwt.	In bags, 20 cwt.	Olibanum in bags, 13 cwt.
Hides and Skins (See also Skins.)	In bales, 50 c. ft.	In screwed bales, 40 c. ft.	In bales, 50 c. ft.	In screwed bales 40 c. ft.
Hide cuttings.	In bales, 50 c. ft.	Loose or in bundles, 6 cwt.	...	Loose or in bundles, 6 cwt.
Hoofs, horns, etc.	In bales, 50 c. ft.	In bales, bundles or casks, 40 c. ft.	Hides, 50 c. ft. tanned and dry.	In screwed bales hides and skins, 40 c. ft.
		Hides and skins loose and in small bundles, 40 c. ft.	...	Hides and skins loose and in small bundles, 40 c. ft.
		Horns, buffalo and cow, loose, 13 cwt.	50 c. ft.	Hoofs crushed in bags, 13 cwt.
		Ditto in bundles or bags, 6 cwt.	Hoofs, horns shavings and tips, 20 cwt.	...
		Horns, deer, loose, 6 cwt.	Horns, cow, buffalo and deer, 20 cwt.	Horns in bags 8 cwt.
		Horn tips, of any kind, 13 cwt.	...	Horns buffalo and cow loose 13 cwt.
		...	...	Horns, deer loose, 6 cwt.
		...	...	Horn tips of any kind and hoofs, 13 cwt.

TOWNAID SCHEDULES FOR STEAMERS—contd.

Name of the article.	Calcutta.	Bombay.	Madras.	Karnal.
	Per ton net.	Per ton.	Per ton net.	Per ton.
Hurtall (Orpliment)	...	...	...	In cts, 40 c. fl.
India Rubber	Rubber, in cts, 50 c. fl.	...	In cts 50 c. fl. Scrap in bags, 20 cwt.	...
Indigo	50 c. fl.	In cases 40 c. fl.	50 c. fl.	In cts, 40 c. fl.
Iron (See Metals)	...	20 cwt.	...	Old or scrap 20 cwt. Or steel rails, 20 cwt.
Jackwood (See Timber)	...	60 c. fl.	...	40 c. fl.
Jaggery	...	16 cwt.	...	18 cwt.
Jowara	...	In bags, 17 cwt.	...	In bags, 18 cwt.
Jute	50 c. fl.	...	50 c. fl.	...
Kapok	50 c. fl.	...	...	...
Kapok seed	14 cwt.	...	...	...
Khorasan	...	...	...	18 cwt.
Lac	Buttons, seed, stick and shells, in bags, 16 cwt.	Lac dye in shell or cases, 40 c. fl.	Calc lac in bags, 16 cwt.	Lac dye in shell or cts, 40 c. fl.
	Buttons, seed, stick and shells, in cases, 50 c. fl.	Lac Seed 10 cwt.	Lac dye, 60 c. fl.	Lac (seed) in bags, 18 cwt.
	Not lac or lac refuse, in bags, 20 cwt.	...	Seed lac in cts, 50 c. fl.	...
	Lac dye, in cases, 50 c. fl.	...	Seed lac in bags, 10 cwt.	...
	...	...	Shells in cts, 50 c. fl.	...
	...	...	Shells in bags, 16 cwt.	...
	...	...	Stick lac in cts, 50 c. fl.	...
	...	...	Stick lac in bags, 16 cwt.	...
Lang (Vetch)	...	In bags, 18 cwt. Crushed in bags, 17 cwt.	...	In bags, 18 cwt. Crushed in bags, 17 cwt.
Lard	20 cwt.	...	50 c. fl.	...
Leather	In cases or bales, 50 c. fl.	...	In bales, 50 c. fl.	...
Lentils	20 cwt.	...	...	20 cwt.
Linnseed	20 cwt.	In bags, 18 cwt.	20 cwt.	In bags, 18 cwt.
Mace	...	In cases, 40 c. fl.	In cts, 50 c. fl.	In cts, 40 c. fl.
Machinery	...	...	20 cwt. or 50 c. fl. (at Steamer's option)	...
Magnesia	...	...	In bulk or bags, 20 cwt.	...
Mats	20 cwt.	In bags, 18 cwt.	...	In bags, 17 cwt.
Magnesium	20 cwt.	...	...	...
Metals (see Iron separate)	...	...	20 cwt.	...
Match seed (white Fourrows)	...	...	...	...
Mica (see Lulo)	20 cwt. gross	...	20 cwt.	...
M. alum	In bags or cases, 20 cwt. gross.	In tins or cases, 40 c. fl.	In bags, 20 cwt.	In cts 50 c. fl.
Mother of pearl	...	In bags, 10 cwt.	In shells, 20 cwt.	In bags, 16 cwt.
Mustard	Seed, 20 cwt.	Flowers, 14 cwt. Seed in bags, 15 cwt.	50 c. fl.	Flowers, 16 cwt. Seed in bags, 15 cwt.
Mutton (Shal)	...	...	...	16 cwt.
Muscat (Dye)	Dye, in cases, 50 c. fl.	Or Madder root in cases or bales, 20 c. fl.	50 c. fl.	Or Madder root in cts or bales, 20 c. fl.
	...	Or Madder root in bunches or bags, 8 cwt.	...	Or Madder root in bunches or bags, 8 cwt.
Nick	...	In cases, 40 c. fl.	...	In cts, 40 c. fl.
Nasser (Dhal)	...	In bags, 20 cwt (18 cwt. weight subject from last October 1921).	...	In bags, 20 cwt.
Mustard seed	20 cwt.	15 cwt.	20 cwt.	20 cwt.

TONNAGE SCHEDULES FOR STEAMERS—contd.

Name of the article.	Calcutta.	Bombay.	Madras.	Karachi.
	Per ton nett.	Per ton.	Per ton nett.	Per ton.
Myrobalans	Whole or crushed, 20 cwt.	In bags, 13 cwt. (14 cwt. with effect from 1st October 1924). Crushed in bags, 11 cwt. (See note 2 on p. 416).	20 cwt.	In bags, 13 cwt.
Nigerseed	20 cwt.	14 cwt.	20 cwt.	14 cwt.
Nutmegs	In c/s, 50 c. ft.	In cases, 40 c. ft.	In cases, 50 c. ft.	In c/s, 40 c. ft.
Nux Vomica	Seed, 16 cwt.	In cases, 40 c. ft.	20 cwt.	In cases, 40 c. ft.
Oats	16 cwt.	In bags, 13 cwt.	20 cwt.	In bags, 13 cwt.
Oil (See Coconut oil and cotton-seed oil separate).	In c/s, 50 c. ft.	Of any kind in casks, 40 c. ft.	In c/s, 20 cwt. or 50 c. ft. (at steamer's option).	Of any kind in cases, 40 c. ft.
	In casks or drums, 50 c. ft.	...	In casks, 20 cwt. Essential, 40 cwt. sallow.	...
Oilseed cake (See cotton-seed cake separate).	Essential oil sallow, 20 cwt.	Oil cake powder, 16 cwt.	Poonac, 20 cwt.	Oilcake in cakes or lumps (1/2 bags), 16 cwt.
		Oilcake, expeller 16 cwt.		
		Oilcake, rotary or shanny 15 cwt.		
		Oilcake hydraulic pressed 16 cwt.		
Oilbanum (See Gum).				
Onions (See Garlic).				
Opium	Per chest	Per chest	20 cwt.	Per chest.
Ore of all descriptions.	...	...	...	Loose or in bags, 20 cwt.
Paddy	16 cwt.	In bags, 13 cwt.	In bags, 20 cwt.	In bags, 13 cwt.
Palmyra fibre (See Coir and fibres of all sorts).				
Peas	20 cwt.	17 cwts. with effect from 1st October 1924.	20 cwt.	White, 18 cwt.
Pepper	Long, 12 cwt. Black, 14 cwt. 20 cwt.	In bags, 13 cwt.	In bags, 16 cwt.	In bags, 13 cwt.
Pig Iron and Pig Lead.	...	12 cwt.	50 c. ft.	12 cwt.
Planks and deals	...	In bags, 18 cwt.	...	In bags, 16 cwt.
Plumbago	...	In bags, 10 cwt.	20 cwt.	...
Pollards	...	...	...	...
Poonac (See oil seed cakes also).	20 cwt.	In bags, 13 cwt.	20 cwt.	In double bags (1 1/2 cwt.), 13 cwt.
Poppseed				In single bags (1 1/2 cwt.), 14 cwt.
				In double bags (1 1/2 cwt.), 14 cwt.
				In bags, (1 1/2 cwt.), 14 cwt.
Rails, Iron or steel (See Iron).				
Rapeseed	20 cwt.	15 cwt.	20 cwt.	Rapeseed, Sita, Jaraba and other kinds, 16 cwt.
				In bundles, 13 cwt.
Rattans (See Canes also).	For dunnage, 20 cwt. or 50 cwt. or 50 c. ft. (at steamer's option).	In bundles, 13 cwt.	20 cwt.	Ground, 13 cwt.
Redwood (Dye)	For dunnage, 20 cwt. or 50 c. ft. (at steamer's option).	Ground, 13 cwt.	For dunnage, 20 cwt.	Ground, 13 cwt.
Rhea	...	...	In bales, 50 c. ft.	...

TOWAGE SCHEDULES FOR STEAMERS—contd.

Name of the article.	Calcutta.	Bombay.	Madras.	Karachi.
	Per ton nett.	Per ton.	Per ton nett.	Per ton.
Rhubarb	20 cwt. ...	In c/s, 40 c. ft. . .	...	In cases, 40 c. ft.
Rice	...	In bags, 18 cwt. . .	In bags, 20 cwt. . .	In bags, 18 cwt.
Roping (See Cable, etc.)	Rope in coils, or bundles, 50 c. ft.	...	In coils, 50 c. ft. . .	...
Rubber (See Indian Rub- ber).	...	...	...	...
Rum	...	...	...	...
Safflower	50 c. ft. ...	In c/s, 40 c. ft. . .	In casks, 20 cwt. . .	...
	...	In screwed bales 40 c. ft.	30 cwt.	In c/s, 40 c. ft.
	...	...	...	In screwed bales 40 c. ft.
Safflower seed (Kardi).	...	In bags, 8 cwt. . . .	...	In bags, 8 cwt.
Sago	...	Seed in bags, 18 cwt.	...	18 cwt.
	...	In cases, 40 c. ft. . .	In c/s, 50 c. ft. . .	In c/s, 40 c. ft.
Salamonbas	In bags or boxes, 20 cwt. gross.	In cases, 40 c. ft. . .	In bags, 20 cwt. . .	In c/s, 40 c. ft.
Salt	20 cwt.	In bags, 18 cwt. . .	20 cwt.	In bags, 18 cwt.
Saltish	...	20 Indian mds. of 28 2/7 lbs.	...	20 Indian mds. of 28 2/7 lbs.
Salt-petre	20 cwt. ...	20 cwt.	20 cwt.	14 cwt.
Sandalwood	...	20 cwt.	20 cwt.	20 cwt.
	...	2 cwt. . . . .	...	11 cwt.
	...	Roots and chips, 7 cwt.	...	...
Sapanwood (Lya).	For dunnage, 20 cwt. or 50 c. ft. (at steamer's op- tion).	9 cwt. . . . .	...	11 cwt.
Sealing-wax	...	In cases, 40 c. ft. . .	...	In c/s, 40 c. ft.
Senna	In bales, 50 c. ft.	In bags, 8 cwt. . . .	In bales, 50 c. ft. . .	In bags, 8 cwt.
	...	In bales, 40 c. ft. . .	...	In bales, 40 c. ft.
Shells and Pine Shells	...	18 cwt.	18 cwt. . . . .	...
	...	Rough in bags, 16 cwt.	In bags, 20 cwt. . .	Rough in bags, 16 cwt.
SKR	Raw in bales, 10 cwt.	In bales, 8 cwt. . . .	Raw in bales, 20 c. ft.	In bales, 8 cwt.
	In cases or bales, 20 c. ft.	In cases, 40 c. ft. . .	In cases, 40 c. ft. . .	In c/s, 40 c. ft.
	Waste, 50 c. ft. (when 50 c. ft. Micrograde, Ad columns of 50 c. ft. (at steamer's option).	...	Micrograde and waste 50 c. ft.	...
Silver, specie and/or valu- able cargo.	Ad columns . . . . .	...	Ad columns . . . . .	...
Sisal oil seed (See Rayseed)	...	...	...	...
Skine (See Mikan)	In cases, 20 cwt. gross.	...	Tanned and dry 50 c. ft.	Tanned skins in pressed bales, 50 c. ft.
	In bales, 50 c. ft. . .	...	Wet skinned and packed in cases, 50 c. ft.	...
Soap	In bags, 18 cwt. . .	In cases, 40 c. ft. . .	Country, in c/s, 20 c. ft.	In c/s, 40 c. ft.
Paper (See Jaggery).	In cases, 20 c. ft. gross.	In double bags, 18 cwt.	Dark Blue Jaggery, in bags, 20 cwt. . .	In bags, 18 cwt.
Talc	...	18 cwt.	Mica Talc and colli- erium, in cases 20 c. ft. Mica waste, in bags, 20 cwt.	18 cwt.
Tallow	In c/s or casks, 20 cwt. gross.	20 c. ft. . . . .	...	20 c. ft.
Tamarind	In cases or casks, 20 cwt. gross.	18 cwt. . . . .	...	18 cwt.
Tamarind skins	...	...	In cases and casks, or bundles 20 cwt.	...
Tapioca	...	...	...	In bundles 8 cwt. In pressed bales 50 c. ft.
Tea	20 c. ft.	In chests, 40 c. ft. . .	20 c. ft.	In chests, 40 c. ft.
	Waste, 20 boxed straw, 10 cwt.	...	...	...
Tweed or Gh- gooly.	20 cwt.	18 cwt. (14 cwt. with off-cut from 1st October 1954).	20 cwt.	18 cwt.
Tusk (See Tus- sock).	...	...	...	Tusk square planks and posts, 50 c. ft.

TONNAGE SCHEDULES FOR STEAMERS—*contd.*

Name of the article.	Calcutta.	Bombay.	Madras.	Karachi.
	Per ton nett.	Per ton.	Per ton nett.	Per ton.
Timber (See also Teak and face wood separate)	50 c. ft.	...	20 cwt. or 50 c. ft. (at steamer's option).	...
Tobacco	In bales, or cases, 50 c. ft.	In bales, 40 c. ft.	In bales, 50 c. ft.	In bales, 40 c. ft.
Tortoise shells (See shells).	...	In chests, 40 c. ft.	In cases, 50 c. ft.	In chests, 40 c. ft.
Turmeric	16 cwt.	In bags, 11 cwt. 18 cwt.	In bags, 16 cwt.	In bags, 11 cwt. 18 cwt.
Tutuague	In cases, 50 c. ft.	...	...	...
Twine	...	...	...	...
Unrated wood	...	11 cwt.	...	11 cwt.
Wax	20 cwt.	...	...	...
Weed seed	...	In bags, 10 cwt. (11 cwts. with effect from 1st October 1924).	...	...
Whanghees (<i>vide canes</i>).	...	18 cwt.	...	18 cwt.
Wheat	20 cwt.	18 cwt.	...	18 cwt.
Wine and spirits	...	In cases and cases, 40 c. ft.	...	In cases and cases 40 c. ft.
Wolfram	20 cwt.	...	...	...
Wool	50 c. ft.	In bales, 40 c. ft.	In bales, 50 c. ft.	In screwed bales 40 c. ft.
Woolen cuttings	...	...	50 c. ft.	...
Zendary	...	16 cwt.	...	16 cwt.
All other articles not enumerated.	50 c. ft. or 20 cwt. gross, at steamer's option.	...	20 cwt., or 50 c. ft. at steamer's option.	...

NOTE 1. Calcutta.—(a) Measurement, and when necessary, weighment shall be made by the Bengal Chamber of Commerce, Licensed Measurer's Department in accordance with their rules, and their certificate shall be final, and freight shall be payable in accordance therewith.

(b) Goods in casks or cases to be calculated at gross weight when paying freight by weight.

(c) The term 'dead weight' shall be understood to mean the following articles only: Sugar, Saltpetre, rice, wheat, gram, dhall, and peas.

NOTE 2. Bombay:—*Tonnage scale.*—At a general meeting of the Bombay Chamber of Commerce held on 20th July 1883, the following Resolution was passed:—'That the Tonnage Scale for steamers shall be on the basis of 40 cubic feet to the ton, but in no case to exceed 20 cwt. dead-weight.'

Bones, etc.—These standards are for guidance only. In case of disagreement either shipper or steamer may claim survey by the Chamber which may fix any scale as per standards intermediate or otherwise and that this alteration be given effect to in the supplements now being printed for publication with the report for the past year. A survey fee of Rs. 30 shall be paid on a submission of the case.

Pressed bran.—Pressed bran to be understood as not less than 5 maunds (of 28 lbs.) in a bag of 45½ x 25 inches.

Cottonseed.—The following Resolution was adopted at the annual general meeting on 6th March 1901: That cottonseed cleaned, be for the present omitted from the Chambers' tonnage scale, and that this alteration be given effect to in the supplement now being printed for publication with the report for the past year.

Cylindrical packings.—On and after 1st April 1902 the following formula shall be recognized for the calculation of the cubical contents of cylindrical packings, viz. the square of the diameter be multiplied into the length and one-fifth deducted from the product (Resolution, dated 12th March 1902).

Crushed myrobalans.—At the annual general meeting held on 6th March 1909 it was resolved that the footnote to the item crushed myrobalans in the Chambers' tonnage scale be amended to read as follows:—(as in footnote to Bones).

NOTE 3. Madras:—When cargoes measured prior to shipment, callipers should be used for measuring, and the rope or iron hoop on the one side of the package should be taken in, and left out on the other side. Half inches should be given and taken alternately. The Callipers should be laid on the package to be measured and the sliding arm pressed lightly, i.e., without using force, against the side of the package.

NOTE 4. Karachi:—*Tonnage Scale.*—The Karachi tonnage scale for steamers shall be on the basis of 40 cubic feet to the ton, but in no case to exceed 20 cwts. dead-weight, except in the case of salt.

2. The dead-weight ton of 2,240 lbs. shall be considered as the equivalent of 1016 K lbs.

3. The freight on oil to be paid on the full-gauge of the cask ascertained at the port of discharge.

4. When freight is payable on weight, the same is to be on the net weight delivered.

5. When cotton is shipped at a rate per bale, in the absence of special agreement, if the average measurement exceeds 13 feet per bale, the ship shall be entitled to proportionate extra freight, but in no case shall be compelled to take bales larger than 14 feet.

Bones, etc.—The scale for grades differing from the standards to be settled by private arrangement between shippers and steamer agents. Any disputes between them to be referred to and decided by the Committee of the Chamber.

Pressed bran.—Pressed bran to be understood as not less than 5 mds. (of 28 lbs.) in a bag of 45½ x 25 inches.

Cylindrical packages.—On and after 1st March 1903, the following formula shall be recognized for the calculation of the cubical contents of cylindrical packages, etc., viz. that the square of the diameter be multiplied by the length and one fifth be deducted from the product.

TONNAGE SCHEDULE FOR THE PORT OF RANGOON.

Landing charges in the case of imported goods and shipping charges in the case of exported goods are now payable to the Port Commissioners on a general basis at over-head rates instead of as formerly at varying rates according to the class of goods.

With but few exceptions, such charges are now payable by weight (20 cwts. per ton) or measurement (50 c. ft. per ton) according to the basis on which freight has been paid or is payable.

Charges payable are clearly set out in the Port Commissioners' tariff from which the following is extracted:-

Port of Rangoon—Landing Charges for Imported Goods.

Description of goods.	Landing Charge Weight or Measurement.			
	Per ton.		cwt.	
	Rs.	A. P.	Rs.	A. P.
All goods shown in Customs' standard list as chargeable by weight or on which vessel's freight was charged by weight up to a maximum of 1 ton for a single package	2	3 0	0	1 0
Over 1 ton up to 2 tons	2	5 0	0	2 0
Over 2 tons up to 3 tons	2	13 0	0	2 5
Over 3 tons up to 4 tons	3	2 0	0	2 0
Over 4 tons up to 5 tons	3	7 0	0	2 0
Over 5 tons up to 10 tons	3	12 0	0	2 0
Over 10 tons up to 15 tons	4	2 0	0	2 4
Over 15 tons up to 20 tons	4	9 4	0	2 5
All goods shown in Commissioner's Standard list as chargeable by measurement or on which vessel's freight was charged by measurement up to a maximum of 50 c. ft. for single package	3	1 4	0	0 8
Over 50 c. ft. up to 100 c. ft.	2	0 3	0	0 10
Over 100 c. ft. up to 150 c. ft.	3	2 0	0	1 0
Over 150 c. ft. up to 200 c. ft.	3	10 4	0	1 2
Over 200 c. ft. up to 250 c. ft.	4	2 2	0	1 4
Over 250 c. ft.	4	11 0	0	1 0
Exceptions to general charges above.				
Pyrites and ores in bulk	2	0 0	0	1 10
*Coal and Coke in bulk } chargeable by weight	0	5 0	0	0 2
*Salt in bulk	0	5 0	0	0 2
Bicycles, per 5	2	3 0	..	..
Bricks, fire per 500	2	3 0	..	..
Bricks, salt glazed, per 500	2	3 0	..	..
Carriages, each	3	0 0	..	..
Casks and barrels, empty per 12 . . . . .			..	..
Drums, empty, up to 12 ins. dia. per 100 . . . . .			..	..
Drums, empty over 12 ins. and upto 24 ins. dia. per 50	2	2 0	..	..
Drums, empty, over 24 ins. in dia. per 10 . . . . .			..	..
Earthenware pots and chutnies per 1,500 . . . . .			..	..
Motor cycles, unpacked each	1	0 0	..	..
Motor cycles with side car unpacked each	2	0 0	..	..
Motor cars and tractors unpacked on own wheels, each	5	0 0	..	..
Motor lorries and buses unpacked on own wheels, each	10	0 0	..	..
Rickshaws, per 2	2	3 0	..	..
Sarapans, each . . . . .			..	..
Shangies per 2,500	2	1 4	..	..

Locos, if packed charged by weight or measurement.

Description of goods.	Landing Charge. Weight or Measurement.		
	Per ton.	cwt. Per c. ft.	
	Rs. A. P.	Rs. A. P.	
Loose, if packed charged by weight or measurement.	Tiles, Marseilles, flooring and country roofing per 1,000	2 3 0	..
	Tiles, Mangalore and Marseilles, roofing per 750		
	Tins, kerosene and petrol, empty, per 250	0 5 0	..
	*Coconuts, per 500	5 0 0	..
	Buffaloes, each	10 0 0	..
	Baby elephants under 5 ft. high each	20 0 0	..
	Elephants, each	4 0 0	..
	Horses, mules, cows and other cattle, each	2 0 0	..
	†Ponies, donkeys and calves, each	0 6 0	..
	Sheep, goats, dogs and other small animals, each	0 2 0	..
	Canaries and other small birds, each	0 4 9	}*
	Turkeys and geese, loose per dozen	0 2 0	
Fowls and ducks, loose per dozen	Charged on one-half measurement as above.		
Aeroplanes and hydroplanes	Charged on twice weight as above.		
Bides leaves	1/8 per cent. <i>ad valorem</i> per package subject to a minimum charge of Rs. 1-8-0 per package.		
Betel leaves			
Chillies			
Cotton seeds			
Excepted articles			

*Minimum charge Anna 1.
† Does not include handling.

Port of Rangoon—Shipping Charges for Exported Goods.

Description of goods.	Shipped from the wharves by Commissioners' labour.	
	Weight or measurement.	
	Per ton.	cwt. Per c. ft.
	Rs. A. P.	Rs. A. P.
All goods shown in Commissioners' standard list as chargeable by weight or on which vessel's freight was charged by weight up to a maximum of 1 ton for a single package	2 3 0	0 1 9
Over 1 ton up to 2 tons	2 8 0	0 2 0
Over 2 tons up to 3 tons	2 13 0	0 2 3
Over 3 tons up to 4 tons	3 2 0	0 2 6
Over 4 tons up to 5 tons	3 7 0	0 2 9
Over 5 tons up to 10 tons	3 12 0	0 3 0
Over 10 tons up to 15 tons	4 2 8	0 3 4
Over 15 tons up to 20 tons	4 9 4	0 3 8
All goods shown in Commissioners' Standard list as chargeable by measurement or on which vessel's freight was charged by measurement up to a maximum of 50 c. ft. for a single package	2 1 4	0 0 8

Description of goods.	Shipped from the wharves by Commissioners' labour.	
	Weight or measurement.	
	Per ton.	Per cwt.
Over 50 c. ft. up to 100 c. ft.	Rs. 2 0 8	A. 0 0 10
Over 100 c. ft. up to 150 c. ft.	3 2 0	0 1 0
Over 150 c. ft. up to 200 c. ft.	3 10 4	0 1 2
Over 200 c. ft. up to 250 c. ft.	4 2 0	0 1 4
Over 250 c. ft.	4 11 0	0 1 6
Exemptions to general charges above		
Lead	2 11 0	0 2 1-4/5
Ores in bulk or bagged (including zinc concentrates copper matte, speiss, lead slag, lead concentrates and wolfram)	2 7 0	0 1 11-2/5
Exemptions to general charges above		
Bicycles, per 5	2 3 0	..
Tricks, fire, per 500	2 0 0	..
Tricks, salt glazed, per 500	2 0 0	..
Carrriages, each	2 3 0	..
Casks and barrels, empty, per 12		
Drums, empty, up to 12 ins. dia., per 100	2 3 0	..
Drums, empty, over 12 ins. and up to 24 ins. dia., per 50		
Drums, empty, over 24 ins. dia., per 10		
Earthenware pots and chatties, per 1,500		
Motor cars and tractors, unpacked, on own wheels, each	5 0 0	..
Motor cycles, unpacked, each	1 0 0	..
Motor cycles with side car, unpacked each	2 0 0	..
Motor lorries and busses, unpacked, on own wheels, each	10 0 0	..
Rickshaws, per 2	2 3 0	..
Sampans, each	2 1 4	..
Rhineros, per 2,500		
Tiles, Marcellis flooring and country roofing, per 1,000	2 3 0	..
Tiles, Mangalore and Marcellis roofing, per 750		
Tires, kerroses and petrol empty, per 250		
Buffaloes	5 0 0	..
Baby elephant under 5 feet high	10 0 0	..
Elephants	20 0 0	..
Horses, mules, cows and other cattle	4 0 0	..
Ponies, donkeys and calves	2 0 0	..
Sheep, goats, pigs and other small animals	0 0 0	..
Cats and other small birds	0 2 0	..
Aeroplanes and hydroplanes		Charged on one-half measurement as above.
Rice leaves		Charged on twice weights as above.
Hotel leaves		
Chillies		
Cotton seeds		
Exempted articles		1/2 per cent. of value per package subject to a minimum charge of Rs. 1-2-0 per package.

*Not handled by Commissioners' labour.

The landing and shipping charges are subject to a rebate of 10 per cent.

Port of Rangoon.

Charges on goods landed from or shipped into inland vessels over the Commissioners' premises.

(Lighters, cargo-boats or other vessels used for the purpose of landing or shipping goods at the Commissioners' premises from or into sea-going vessels are not inland vessels for the purposes of this schedule).

Description of goods.	Quantity to a ton.	Charge per ton.
All descriptions of goods except those named below.	Weight or measurement according to Commissioners' Standard List.	Rs. A. P.
Bamboos up to 1 inch diameter	500	
Bamboos over 1 inch. diameter	250	
Bicycles, loose	5	
Bricks, loose	500	
Carriages	1	
Carts, hand or bullock	2	
Casks and barrels, empty	12	
Cocoanuts	500	
Drums, empty, up to 12 inches diameter	100	
Drums, empty over 12 inches and up to 24 inches diameter	50	0 5 0
Drums, empty over 24 inches diameter	10	
Earthenware pots and chatties	500	
Grass, fresh	40 bundles	
Matches in cases	6 cases.	
Matches in tins	72 tins.	
Motor cars and tractors, unpacked, on own wheels.	one-half.	
Motor lorries and buses, unpacked, on own wheels.	one-fifth.	
Motor cycles	2	
Motor cycles, with side car, unpacked	1	
Rickshaws, loose	2	
Sampans	1	
Shingles	2,500	
Tiles, Marseilles flooring and country roofing	1,000	
Tiles, Mangalore and Marseilles roofing	750	
Tins, kerosene and petrol, empty	250	

Live stock.	Number.	Rs. A. P.
Buffaloes	Each.	0 5 0
Cows, bullocks, horses, ponies, mules and donkeys	"	0 3 0
Calves	"	0 2 0
Elephant	"	3 0 0
Baby elephants under 5 feet high	"	1 8 0
Sheep, dogs, goats and other small animals	"	0 1 0
Canaries and other small birds	"	0 0 8
Turkeys and geese	One dozen	0 1 0
Fowls and ducks	" "	0 0 6

APPENDIX II.

MERCHANDISE MARKS LAW.

Part I.—Principal provisions of the Indian Merchandise Marks Act, 1889 and connected Acts relating to merchandise marks.

Sea Customs Act, 1878, section 18.—No goods specified in the following clauses shall be brought, whether by land or sea, into British India :—

Indian Merchandise Marks Act 1889, Sec 10.

(d) Goods having applied thereto a counterfeit trade mark within the meaning of the Indian Penal Code, or a false trade description within the meaning of the Indian Merchandise Marks Act, 1889.

(e) Goods made or produced beyond the limits of the United Kingdom and British India, and having applied thereto any name or trade mark being, or purporting to be, the name or trade mark of any person who is a manufacturer, dealer or trader in the United Kingdom or in British India, unless—

(i) the name or trade mark is, as to every application thereof, accompanied by a definite indication of the goods having been made or produced in a place beyond the limits of the United Kingdom and British India, and

(ii) the country in which that place is situated is in that indication indicated in letters as large and conspicuous as any letter in the name or trade mark, and in the same language and character as the name or trade mark.

(f) Piecegoods, such as are ordinarily sold by length or by the piece, which—

(i) have not conspicuously stamped in English numerals on each piece the length thereof in standard yards, or in standard yards and a fraction of such yard, according to the real length of the piece, and

(ii) have been manufactured beyond the limits of India, or

(iii) having been manufactured within those limits, have been manufactured beyond the limits of British India in premises which, if they were in British India, would be a factory as defined in the Indian Factories Act, 1881.

Note.—For definition of piecegoods, see Part II.

Indian Merchandise Marks Act, 1889, Section 8 (f).—Trade Mark has the meaning assigned to that expression in Section 478 of the Indian Penal Code as amended by this Act.

Indian Penal Code, Section 478.—A mark used for denoting that goods are the manufacture or merchandise of a particular person is called a trade mark, and for the purpose of this Code the expression 'trade mark' includes any trade mark which is registered in the register of trade marks kept under the Patents, Designs and Trade Marks Act, 1883, and any trade mark which, either with or without registration, is protected by law in any British Possession or foreign State in which the provisions of the one hundred and third section of the Patents, Designs, and Trade Marks Act, 1883, are, under Order in Council, for the time being applicable.

Section 8 Indian Merchandise Marks Act 1889. ss 4 & 57 C. 87.

Indian Penal Code, Section 479.—A person is said to 'counterfeit' who causes one thing to resemble another thing intending by means of that resemblance to practice deception, or knowing it to be likely that deception will thereby be practiced.

Explanation 1.—It is not essential to counterfeiting that the imitation should be exact.

Explanation 2.—When a person causes one thing to resemble another, and the resemblance is such that a person might be deceived thereby, it shall be presumed until the contrary is proved, that the person so causing the one thing to resemble the other thing intended by means of that resemblance to practice deception or knew it to be likely that deception would thereby be practiced.

Indian Merchandise Marks Act, 1889, section 2 (2).—'Trade description' means any description, statement or other indication, direct or indirect,—

Trade description.

- (a) as to the number, quantity, measure, gauge or weight of any goods, or
- (b) as to the place or country in which, or the time at which, any goods were made or produced, or
- (c) as to the mode of manufacturing or producing any goods, or
- (d) as to the material of which any goods are composed, or
- (e) as to any goods being the subject of any existing patent, privilege, or copy right;

and the use of any numeral, word or mark which according to the custom of the trade is commonly taken to be an indication of any of the above matters shall be deemed to be a trade description within the meaning of this Act.

(3) 'False trade description' means a trade description which is untrue in a material respect as regards the goods to which it is applied, and includes every alteration of a trade description, whether by way of addition, effacement or otherwise, where that alteration makes the description untrue in a material respect, and the fact that a trade description is a trade mark or part of a trade mark shall not prevent such trade description being a false trade description within the meaning of this Act.

Indian Merchandise Marks Act, 1889, section 4 (1).—The provisions of this Act respecting the application of a false trade

Provisions supplemental to the definition of false trade description.

description to goods or respecting goods to which a false trade description is applied, shall extend to the application to goods of any such numerals, words or marks, or arrangement or combination thereof, whether including a trade mark or not, as are or is reasonably calculated to lead persons to believe that the goods are the manufacture or merchandise of some person other than they really are and to goods having such numerals, words or marks, or arrangement or combination, applied thereto.

(2) The provisions of this Act respecting the application of a false trade description to goods, or respecting goods to which a false trade description is applied, shall extend to the application to goods of any false name or initials of a person and to goods with the false name or initials of a person applied in like manner as if such name or initials were a trade description, and for the purpose of this enactment the expression false name or initials means, as applied to any goods, and name or initials—

- (a) not being a trade mark, or part of a trade mark, and
- (b) being identical with, or a colourable imitation of, the name or initials of a person carrying on business in connection with goods of the same description and not having authorised the use of such name or initials.

(3) A trade description which denotes or implies that there are contained in any goods to which it is applied more yards, feet or inches than there are contained therein standard yards, standard feet or standard inches is a false trade description.

Section 11 of
Indian
Merchandise
Marks Act,
1889.

Sea Customs Act, 1878, section 19A (3).—Where there is on any goods a name which is identical with, or a colourable imitation of, the name of a place in the United Kingdom or British India, that name, unless accompanied in equally large and conspicuous letters and in the same language and character, by the name of the country in which such place is situate, shall be treated for the purposes of section 18..... as if it were the name of a place in the United Kingdom or British India.

Indian Merchandise Marks Act, 1889, Section 5 (2).—A trade description shall be deemed to be applied whether it is woven, impressed or otherwise worked into or annexed or affixed to the goods or any covering label, reel or other thing.

Covering. (3) The expression 'covering' includes any stopper, cask, bottle, vessel, box, cover, capsule, case, frame or wrapper, and the expression 'label' includes any band or ticket.

Indian Merchandise Marks Act, 1889, section 4 (4).—'Goods' means anything which is the subject of trade or manufacture.

Name. (5) 'Name' includes any abbreviation of a name.

General Clauses Act, 1897, section 3 (39).—'Person' shall include any company or association or body of individuals, whether incorporated or not.

Indian Merchandise Marks Act, 1889, section 31.—In the case of goods brought into British India by sea, evidence of the port of shipment shall, in a prosecution for an offence against this Act or section 18 of the Sea Customs Act, 1878, as amended by this Act, be *prima facie* evidence of the place or country in which the goods were made or produced.

Indian Merchandise Marks Act, 1889, section 31.—An officer of the Government whose duty it is to take part in the enforcement of this Act shall not be compelled in any Court to say whence he got any information as to the commission of any offence against this Act.

Sea Customs Act, 1878, Section 19-A.—Clauses (2), (4), (5), (6) enable the Governor General in Council to make regulations respecting the conditions, if any, to be fulfilled before such detention and confiscation, to determine the information, notices and security to be given, the evidence requisite for any of the purposes of the section and the mode of verification of such evidence, as well as the reimbursement of public officers and the State by an information for expenses and damages incurred in respect of any detention made on his information, and of any proceedings resulting therefrom. Section 19A (1) authorises the Customs authorities to require regulations so issued to be complied with before taking proceedings.

Indian Merchandise Marks Act, 1889, section 16 (1).—The Governor General in Council may, by notification in the *Gazette of India* and in local official Gazettes, issue instruction for observance by Criminal Courts in giving effect to any of the provisions of this Act.

(2) Instructions under sub-section (1) may provide, among other matters, for the limits of variation, as regards number, quantity, measure, gauge or weight, which are to be recognised by Criminal Courts as permissible in the case of any goods.

Note.—Such instructions are also a guide to Customs Officers.

Indian Merchandise Marks Act, 1889, Section 13.—For the purposes of section 13 of this Act and clause (f) of section 18 of the Sea Customs Act, 1878, as amended by this Act, the Governor General in Council may, by notification in the *Gazette of India*, declare what classes of goods are included in the expression 'piece goods' such as are ordinarily sold by length or by the piece.

Indian Merchandise Marks Act, 1889, section 22.—This section enables the Governor-General in Council to make rules regulating with respect to any goods the first selection and testing of samples, the value of the evidence so obtained, the conditions under which a further selection and testing may be made, and the value of the further evidence so obtained.

For goods not covered by such rules the section enables Customs officers to issue orders having a similar effect, namely:—

(2) The.....officer of Customs.....having occasion to ascertain the number, quantity, measure, gauge or weight of the goods, shall, by order in writing, determine the number of samples to be selected and tested and the manner in which the samples are to be selected.

(3) The average of the results of the testing in pursuance of.....an order under sub-section (2) shall be *prima facie* evidence of the number, quantity, measure, gauge or weight, as the case may be, of the goods.

(4) If a person having any claim to, or in relation to, any goods of which samples have been selected and tested in pursuance of.....an order under sub-section (2) desires that any further samples of the goods be selected and tested, they shall, on his written application and on the payment in advance by him to the.....officer of Customs.....of such

sums for defraying the cost of the further selection and testing as the.....
 officer may from time to time require, be selected and tested to such an extent
 as.....the officer of Customs may determine in the circumstances
 to be reasonable, the samples being selected in manner prescribed under.....
 sub-section (2).....

(5) The average of the results of the testing referred to in sub-section (3) and
 of the further testing under sub-section (4) shall be conclusive proof of the
 number, quantity, gauge or weight, as the case may be, of the goods.

*Part II.—Notifications under the Indian Merchandise Marks Act, 1889, and
 Connected Acts.*

No. 1430, dated the 6th April, 1891, as subsequently amended.—In exercise of
 the powers conferred by section 19-A, sub-section (2), of the Sea Customs Act,
 1878 (as amended by section II of the Indian Merchandise Marks Act, 1889), and
 sections 19 and 20 of the Indian Merchandise Marks Act, 1889 (as amended by
 Act IX of 1891), the Governor-General in Council is pleased to make the sub-
 joined rules and orders:—

1. Piece-goods, such as are ordinarily sold by length or by the piece, shall
 be deemed to include cotton piece-goods and
 woollen piece-goods of all kinds, except the
 descriptions noted below:—

Alhambras.	Press Cloth.
Blankets.	Quilts.
Blind cloth.	Rugs.
Book-binding cloth in cut pieces.	Sarongs up to 2½ yards in length.
Backrams.	Shawls (finished), with ends hem-
Carpets (in rolls).	med or fringed, imported
Counterpanes.	singly or in pieces containing
Dusters in woven pieces.	two or more shawls.
Embroidered Flouncings.	Sponge Cloth (for swabs).
Embroidered Voile Sarries.	Tapestry Cloth.
Filter Cloth.	Teddy Bear or imitation Seal Skin
Glass Cloths in woven pieces.	Cloth.
Handkerchiefs in woven pieces.	Towels in woven pieces.
Lace Curtain Cloth.	Undershirt Cloth.
Madras Muslin Cloth.	Woollen Clearer Cloth.
Penelope Canvas.	Woollen Knitted Cloth.
Pillow Calico (Tubular).	Woollen Roller Cloth.
Prayer Mats.	Woollen Sizing Flannel.

Provided that the Collector of Customs shall not detain any unstamped piece-
 goods if he is satisfied that, although they are not named in the preceding list,
 they are of such a nature that they would be liable to serious depreciation in
 value, if stamped.

NOTE 1.—Whenever a Collector exercises his discretion under this proviso,
 he should forthwith report the case, sending a sample of the goods, to the
 Government of India, through the Central Board of Revenue, so that the ques-
 tion of issuing general orders in favour of such goods may be considered.

NOTE 2.—The mention of any item in the list of exemptions has no bearing
 upon the question whether that item, if consisting of cotton, is assessable under
 the Tariff head "Cotton piece-goods".

2. Unstamped cotton and woollen piece-goods imported for the personal
 use of individuals or private associations of individuals and not for trade pur-
 poses shall not be detained.

3. Examinations of packages to ascertain whether the goods mentioned in
 Rule 1 are stamped shall be made at frequent intervals at the discretion of the
 Customs Collector and either under his personal instructions or under general
 orders and instructions given by him to an Assistant Collector.

4. The piece-goods contained in the packages so examined need not be exam-
 ined, when found to be stamped, to test the accuracy of the stamping, except
 on information received, or when the Customs Collector has reason to suspect that
 the stamping is false.

5. All measurements of piece-goods shall be made on the table.

6. Yarns need not be examined or measured, except on information received, or when the Collector has reason to suspect that the trade description is false.

Testing of yarns.

7. An examination of yarns to test the accuracy of the description of count or length shall be made, in the first instance, up to the limit of one bundle in every one hundred bales or fraction of one hundred bales in the consignment.

8. If, on such examination, the difference between the average count or length and the described count or length is in excess of the variations permitted in paragraphs III and IV of the Notification of the Government of India in the Home Department, No. 1474 (Judicial), dated the 13th November 1891, the importer may require a further examination to be made up to the limit and on the condition stated in Rule 9.

9. The test to determine length of yarns shall be applied as follows:—

From every one hundred bales, or fraction of 100 bales, in a consignment one bundle should be selected at random. The hanks in this bundle should then be measured on the wrap-reel, one after the other, in the presence of a representative of the importer, and the lengths noted, the process being continued (within the limits of the bundle) until either the importer is satisfied that the yarn is short, or the average of the lengths noted shows that it is of full length.

When the importer is dissatisfied with this test he may, on payment of the cost, require the Customs Collector to measure more hanks up to 1 per cent. of the total number of hanks in the consignment, such hank being taken at random by an officer of Customs out of any bundles in the consignment.

10. The Customs Collector may require from any informant a security not exceeding five hundred rupees. If the Collector should be satisfied that the information given is wilfully false, the security shall be forfeited.

No. 1474, dated the 13th November 1891, as subsequently amended.—In exercise of the powers conferred by section 16 of the Indian Merchandise Marks Act, IV of 1889 and in execution of all existing orders on the subject, the Governor-General in Council directs that Criminal Courts, in giving effect to the provisions of the Act in respect of trade descriptions of quantity, measure, or weight of the goods specified hereunder, shall observe the following instructions:—

I.—A trade description of length stamped on grey, white or coloured cotton piece-goods shall not be deemed to be false in a material respect, unless—

(a) where a single length is stamped, the description exceeds the actual length by more than—

- 4 inches in pieces stamped as 10 yards long and under;
- 6 inches in pieces stamped as above 10 yards and up to 23 yards long;
- 7 inches in pieces stamped as above 23 yards and up to 36 yards long;
- 9 inches in pieces stamped as above 36 yards and up to 47 yards long;
- 18 inches in pieces stamped as above 47 yards long;

Provided that the average length of the goods in question shall not be less than the stamped length;

(b) where a maximum and a minimum length are stamped, the described maximum length is greater than the actual length by more than—

- 9 inches in piece-goods under 36 yards long;
- 18 inches in piece-goods 36 yards and up to 47 yards long;
- 36 inches in piece-goods above 47 yards long;

Provided that no such piece shall measure less than the minimum stamped length.

II.—A trade description of width stamped on *grey, white or coloured cotton piece-goods* shall not be deemed to be false in a material respect, unless the description exceeds the actual width by—

half an inch in pieces stamped as 40 inches or less in width;
three-quarters of an inch in pieces stamped as over 40 inches or under 59 inches in width;

one inch in pieces stamped as 59 inches or more in width;
Provided that the average width of the goods in question shall not be less than the stamped width.

III.—A trade description of count or number, length or weight, applied to *grey or bleached cotton yarn*, shall not be deemed to be false in a material respect, unless—

(a) the described count or number is greater or less than the actual count or number by more than 5 per cent., provided that the average count of the whole of the yarn in question is not greater or less than the described count; or

(b) (i) in a bundle of *grey yarn*, the average length of the whole number of single hank is less than 840 yards and of double hanks is less than 1,680 yards; or

(ii) in a bundle of *bleached yarn*, the average length of single hank is less than 819 yards and of double hanks is less than 1,638 yards; or

(c) (i) in a bundle of yarn of any count under 50, described as being 10 lbs. in weight, the number of knots of 20 hanks each is not half of, or the number of knots of 10 hanks each is not the same as, or the number of knots of 5 hanks each is not double, the described count or number of the yarn; or

(ii) in a bundle of yarn of any count under 50, described as being 5 lbs. in weight, the number of knots of 20 hanks each is not a quarter of, or the number of knots of 10 hanks each is not half of, or the number of knots of 5 hanks each is not the same as, the described count or number of the yarn; or

(iii) in a bundle of yarn of any count from 50 upwards, the number of knots of 20 hanks each is not half, or the number of knots of 40 hanks each is not a quarter, when the described weight is 10 lbs., or is not a quarter or an eighth, when the described weight is 5 lbs., of the count or number of the yarn, or

(d) in the case of bleached yarn, the described weight exceeds the actual weight by more than—

10 per cent. in counts up to 24;

8½ per cent. in counts from 25 to 40;

7¼ per cent. in counts of 41 and upwards;

The allowance being 1 per cent. less than that specified in each of the above cases if the bleached yarn in the bundle is two-fold;

Provided that for the purposes of applying any of the sub-clauses of clause (c) to importations of single yarn in double hanks and of two-fold yarn in single and double hanks, one single hank of two-fold yarn, one double hank of single yarn, and one double hank of two-fold yarn shall be taken respectively as two, two and four hanks of single yarn, but the described count or number shall contain a definite indication that the yarn in the bundle is two-fold or in double hanks or both, as the case may be.

IV. A trade description of count or number applied to a bundle of *dyed cotton yarn* shall be accepted as indicating length only, the hank being taken to measure 840 yards, and it shall be deemed to be false in a material respect if the average length of the hanks in a bundle is less than 819 yards.

V. A trade description of length applied to *thread of any kind* (of cotton, wool, flax, or silk) shall not be deemed to be false in a material respect, unless it exceeds the actual length by more than 1 per cent.

VI. The dimensions of goods on which their length or width is stamped shall be determined by measurement in imperial yards of thirty-six inches.

REWARDS.

The grant of rewards is controlled by rules issued with Resolution, No. 348-D., dated the 6th December 1916, as amended by Resolution No. 4514, dated the 11th July 1921, which are applicable generally to all cases under the Sea Customs and Indian Merchandise Marks Acts. The Resolution states that it is undesirable in practice to grant rewards to gazetted officers, but it was held in letter No. 4080-S. R., dated the 2nd August, 1901, to the Government of Madras that the prohibition does not apply to gazetted officers below the rank of Assistant Collector.

APPENDIX III.

THE PRINCIPAL RAILWAYS IN INDIA AND THE AREA AND TRADE CENTERS SERVED BY THEM.

Railways and Headquarters.	Mileage open or in the course of construction on 31st March 1934.	Gauge. @	Area served with principal internal trade centres.
Bengal Nagpur Railway. (Calcutta).	3,412	A (2,467 miles) C (926 miles) D (19 miles).	Eastern half of the Central Provinces, Bihar and Orissa and down to Vizagapatam in Madras Presidency. Raipur, Nagpur, Jabulpore, Amraoti.
Bombay, Baroda and Central India Railway. (Bombay).	3,692	A (1,260 miles). B (2,208 miles). C (224 miles).	Northern half of the Bombay Presidency, Central India and Southern Rajputana, Surat, Broach, Ahmedabad, Muttra, Delhi.
*Eastern Bengal Railway. (Calcutta).	1,998	A (893 miles). B (1,068 miles). C (37 miles).	Eastern Bengal, the north-western portion of Assam and the northern Gangetic plain in Bengal to the foot of the Himalayas. Nalhati, Murshidabad, Patna, Goalundo, Narainganj, etc.
*East Indian †Railway. (Calcutta).	4,395	A (4,329 miles). B (66 miles).	Southern end of the Punjab, United Provinces, Bihar and Western Bengal. Asansol, Dhanbad, Gaya, Patna, Mirzapur, Benares, Allahabad, Cawnpore, Agra, Fyzabad, Lucknow, Saharanpur, Aligarh, Delhi, etc.
*Great Indian Peninsula Railway. (Bombay).	3,727	A (3,483 miles) C (244 miles).	Central portion of Bombay Presidency, Hyderabad, western half of Central Provinces, Central India, lower part of the United Provinces and some part of Rajputana. Poona, Raichur, Ahmednagar, Nasik, Sholapur, Akola, Amraoti, Nagpur, Jabulpore, Katni, Gwalior, Agra, etc.

*Indicate State Railways.

† Also contains the line formerly known as the Oudh and Rohilkhand Railway the two lines being amalgamated on 1st July 1925.

@ A Standard gauge 5' 6". B Metre gauge 3' 3 3/8". C Narrow gauge 2' 6".
D Narrow gauge 2' 0".

Railways and Headquarters.	Mileage open or in the course of construction on 31st March 1934.	Gauge. @	Area served with principal internal trade centres.
Madras and Southern Mahratta Railway. (Madras).	3,330	A (1,150 miles). B (2,080 miles).	North-eastern and central parts of the Madras Presidency, a small part of Hyderabad, and the southern part of Bombay Presidency and Mysore. Bangalore, Guntakal, Poona, Guntur, Secwada, Ellore, Ocanada.
Nizam's Guaranteed State Railway. (Secunderabad).	1,348	A (688 miles). B (660 miles).	Hyderabad State. Secwada, Singareni, Hyderabad.
*North Western Railway. (Lahore).	6,949	A (6,368 miles). C (686 miles).	Sind, the Punjab, North-West Frontier Province, Baluchistan. Hyderabad (Sind), Larkana, Shikarpur, Jacolabad, Quetta, Rawalpindi, Lahore, Amritsar, Lyalpur, etc.
South Indian Railway. (Trichinopoly).	2,526	A (599 miles). B (1,636 miles). C (99 miles).	Whole of Southern India, south and west of the Jolarpet Section of the Madras and Southern Mahratta Railway connecting via Dhanushkodi with Ceylon. Trichinopoly, Madure, Salem, Coimbatore, Calicut and Tuticcorin.
Assam-Bengal Railway. (Chittagong).	1,306	B	The Province of Assam, Narsinganj, Sylhet, Sitchar, Gambati, etc.
Bengal and North-Western Railway. (Gorakhpur, U. P.)	2,113	B	Northern portions of the United Provinces and of Bihar. Monghyr, Gorakhpur, Allahabad, etc.
*Burma Railways. (Rangoon.)	2,054	B	Upper and Lower Burma, Prome, Paga, Myingyan, Mandalay, Bessala, Martaban (for Moulmein), etc.

* Indicate State Railways.
@ A standard gauge 4' 6". B Metro gauge. P 3' 6". C Narrow gauge 2' 6". D Narrow gauge 2' 0".

APPENDIX IV.

COMMERCIAL TRAVELLERS' SAMPLES—CUSTOMS FACILITIES.

I. Regulations governing the admission into and re-exportation from British India of Commercial Travellers' Samples and Specimens.

A.—IMPORTATION.

(i) Dutiable articles.

1. Articles liable to customs duty imported from any of the undermentioned countries as Commercial Travellers' Samples or Specimens (whether or not accompanied by the Commercial Traveller) are temporarily admitted without payment of the duty to which the goods are liable, subject to the amount thereof being deposited in cash or secured by bond before their delivery out of official charge.

The privileged countries are:—

All parts of the British Empire.	Iraq.
Austria.	Italy.
Belgium.	Latvia.
Brazil. United States of.	Labuan.
Bulgaria.	Luxemburg.
China.	Morocco (French Protectorate)
Czechoslovakia.	Norway.
Denmark.	Poland.
Estonian Republic.	Roumania.
Egypt.	Serbs, Croats and Slovenes, Kingdom of.
Finland.	Siam.
France.	Sweden.
Germany.	Switzerland.
Greece.	Syria.
Holland.	Tunis (French Regency).
Hungary.	
Iran.	

2. (a) The Commercial Traveller or his agent is required to produce a list containing a description, sufficiently full for identification purposes, of the samples or specimens imported and, in the case of goods liable to duty on an *ad valorem* basis a statement of their value. The list (and statement where necessary) should be officially attested by the proper authority in the country of exportation.

(b) If the Commercial Traveller is unprovided with the list referred to in sub-paragraph (a), he may be required to produce before the Customs Collector a certificate or letter of identity from his principals, or otherwise satisfy the Collector of his eligibility for the concession. If the Collector is so satisfied, a list may be compiled at the port of importation, in which case documentary evidence of value must be produced for any of the samples or specimens which are liable to duty on an *ad valorem* basis.

3. Examination of the samples and specimens will be limited to ascertaining that they are fully described on the list and, in the case of goods chargeable on an *ad valorem* basis, that their value is correctly stated.

4. If the samples and specimens bear the marks, stamps or seals of the country of exportation, no additional marks or seals for purposes of identification will as a rule, be affixed by the Customs Collector. If the samples or specimens bear no marks, stamps or seals, they may be marked or sealed for future identification.

5. The list of samples or specimens will be signed and dated by the Customs Collector, who will affix a statement bearing an official seal or stamp and showing—

(a) the port of importation and the amount of duty chargeable; also whether duty was deposited in money or bond given;

- (b) the marks, if any, applied by him to the samples or specimens;
- (c) the date on which the duty deposited will be carried to the public account, or recovered under the security given, unless it is proved that the samples or specimens have been previously exported or placed in bond. This date will be not later than twelve months from that upon which the samples or specimens were imported.

No charge is made for the document issued or certified by the Customs Collector or for marking for identification.

(ii) *Non-dutiable articles.*

6. The list referred to in paragraph 5 need not be produced for samples or specimens of goods not liable to customs duty, and the examination of such samples or specimens will be restricted to verifying that they are not dutiable.

B.—EXPORTATION OF IMPORTED SAMPLES.

7. Samples and specimens of dutiable articles imported under the above regulations may be produced to the Customs Collector at any of the under-mentioned ports for examination prior to exportation therefrom, and to obtain refund of the deposit or release from the bond given on importation, subject to deduction in respect of any samples or specimens not produced for re-exportation. The list and statement referred to in paragraph 5 must be produced with the goods.

(Non-dutiable samples or specimens are not required to be produced on shipment.)

The ports are:—

Karachi.	Madras.
Bombay.	Calcutta.
Tatien-sui.	Chittagong.
Dhanushkodi.	Rangoon.
Negapatam.	Moulmein.

8. Prior to the re-exportation of goods chargeable to duty on an *ad valorem* basis a declaration signed in the presence of a Customs Officer must be produced with the goods stating that they have not been used in British India for any purpose other than as Commercial Travellers' samples or specimens, and that they are in all respects identical with the goods imported.

C.—SAMPLES RETAINED IN INDIA.

9. If the samples or specimens of dutiable goods are not re-exported or placed in bond within the prescribed time [see paragraph 5 (c)], the duty deposited will be brought to account, or the bond put into force.

Note.—The above regulations apply with equal force to samples re-imported by a Commercial Traveller on a second visit to British India. The re-importation of samples in such circumstances by commercial travellers who have not been eligible for the privileges of these regulations, or who have not taken advantage of them, is governed by the regulations published with the Finance Department (Central Revenue) Resolution, No. 33, dated the 11th June 1917.

11.—Regulations governing the exportation from British India and subsequent re-entry of Commercial Travellers' Samples and Specimens.

Commercial Travellers proceeding out of British India to any of the countries mentioned in Part I, rule 1, may have their samples and specimens sealed and the list thereof certified by the officers of the Customs Department under the following regulations:—

- (1) On prior application by the firm concerned, the samples, accompanied by a list in duplicate containing a full description thereof, including quantity and value, may be produced at the Customs House at

any of the ports mentioned in Part I, rule 7, for examination. A declaration as to the accuracy of the values stated on the lists must be made by the Commercial Traveller or a member of the firm concerned.

- (2) The list, after verification by a comparison with the samples, will be signed and officially stamped, and the samples sealed or marked.
- (3) The samples may be re-imported at any of the ports mentioned in Part I, rule 7. The list referred to in paragraph 1 must be produced; and if the samples are found to correspond therewith, they will be delivered forthwith after removal of the official seals.
- (4) The examination and sealing of samples and specimens will be allowed at private premises before exportation, and re-examination and removal of seals after re-importation on prior application being made. The expenses of the Customs Officer's attendance in such cases must be borne by the applicants.
- (5) The above regulations will only apply to samples and specimens on which no drawback, rebate or remission of customs or excise duty has been claimed at the time of exportation.

2. The following regulations governing the exemption from payment of customs duty of re-imported commercial travellers' samples on which duty has already been paid on previous importation into British India were communicated by the Government of India to Local Governments with Commerce and Industry Department letter No. 8595-82, dated the 9th October 1907, and are republished for general information. They now apply to samples brought by a commercial traveller from any foreign country that is not one of the privileged countries referred to in the regulations published with Finance Department (Central Revenues) Resolution No. 32 of 11th June 1927 or by a commercial traveller from any of those privileged countries, who has not taken advantage of the privileges conferred by those regulations at the time of the previous importation of the samples.

Regulations.

1. Samples of goods, not intended for sale, re-imported by commercial travellers into British India shall be passed free of duty, provided that the Collector of Customs at the port of re-importation is satisfied :-

- (1) that duty was paid on first import;
- (2) of the identity of the articles;
- (3) that no drawback was paid on export;
- (4) that the ownership in the articles has not changed since its first import; and
- (5) that no more than six months have passed since the articles were exported.

2. In order to be able to claim the benefit of this concession, commercial travellers must observe the following procedure :-

- (1) When the samples are first imported into British India, commercial travellers will be required to produce to the Collector of Customs a certificate or letter of identity from their principals or otherwise satisfy the Collector of their eligibility for the concession. An invoice in duplicate, showing each article in detail, should be filed at the Customs House. The original will be retained by the Customs authorities. Each page of the duplicate will be stamped with the Custom House seal, and will be endorsed, over the signature of a Customs Officer, with a reference to the Bill of Entry on which the samples were assessed to duty. It will be returned together with a certified copy of the Bill of Entry to the travellers.

(2) The certified copy of the Bill of Entry must, on each occasion on which the samples are exported from a port in British India, to a foreign port, be produced to the Customs Collector of the port of export, who will endorse, after such examination of the samples, as he may think necessary, the copy of the Bill of Entry with a certificate that no drawback had been paid, together with the date of exportation. On re-importation from a foreign port the Bill of Entry must similarly be produced to the Collector of Customs, who will endorse, after such examination of the samples, as he may think necessary, the date of re-importation on the Bill of Entry.

3. When the samples are finally exported under claim of drawback, a certificate of examination shall be recorded on the certified copy of the Bill of Entry by a Custom Officer after verification of the necessary particulars in regard to the identification of the articles, and payment of duty. The certified copy of the Bill of Entry and the duplicate copy of the invoice shall be forwarded to the port of first importation.

APPENDIX V.

GOVERNMENT CROP FORECASTS.

The following statement shows the dates on which provincial forecasts of crops are transmitted by Local Governments and the dates on or about which general memoranda are issued by the Commercial Intelligence Department :-

Provinces and crops concerned.	Issue by Local Government.	Issue of consolidated forecast by Director-General of Commercial Intelligence.	
<i>Rice.</i>			
<i>1st report.</i>			
Bengal, Bihar and Orissa and Assam. { Summer* Autumn† Winter .	April	} October 20 (1st memorandum).	
Bombay	September 30		
Central Provinces and Berar	October 1		
Burma, Madras and United Provinces	" 3		
Hyderabad	" 15		
Baroda	" 15		
Bhopal (Central India)	" 15	} December 20 (2nd memorandum).	
<i>2nd report.</i>			
Burma (2nd report)†	November 15		
Bombay	December 1		
Bengal, Bihar and Orissa and Assam [Autumn† (Final) and Winter]	" 15		
Burma (3rd report)	" 15		
Madras and United Provinces	" 15	} February 20 (Final memorandum).	
Central Provinces and Berar (Final)	" 15		
Hyderabad	" 15		
Baroda	" 15		
Bhopal (Central India)	" 15		
<i>3rd report.</i>			
Burma (4th report)†	January 15	} February 20 (Final memorandum).	
Bengal, Bihar and Orissa and Assam (Winter)	February 15		
Bombay (Spring)	" 15		
Burma (Final)	" 15		
Madras, United Provinces and Coorg	" 15		
Mysore (Preliminary)	" 15		
Hyderabad	" 15	} Not issued.	
Baroda	" 15		
Bhopal (Central India)	" 15	} Not issued.	
<i>4th report.</i>			
Mysore (Final)	April		
Hyderabad	May		
<i>Wheat.</i>			
<i>1st report.</i>			
Punjab, United Provinces, Central Provinces and Berar, Bombay, North-West Frontier Province, Bengal, Bihar and Orissa, Ajmer-Merwara, Delhi, Mysore, Hyderabad, Central India, Rajputana, Baroda, Gwalior	January 20	January 31 (1st memorandum).	
<i>2nd report.</i>			
All provinces mentioned above	March 1	March 15 (2nd memorandum).	

* With other rabi crops in the case of Bengal and Bihar and Orissa.

† With other autumn or bhadoi crops in the case of Bengal and Bihar and Orissa.

‡ Not utilised in All-India General Memorandum.

Provinces and crops concerned.	Issue by Local Government.	Issue of consolidated forecast by Director General of Commercial Intelligence.
Wheat—contd.		
<i>3rd report.</i>		
All provinces mentioned above	April 10	April 20 (3rd memorandum).
<i>4th report.</i>		
All other provinces mentioned above	May 15	} May 20 (4th memorandum).
North-West Frontier Province	" 22	
<i>5th report.</i>		
All provinces mentioned above	August 1	August 10 (Final memorandum).
Cotton.		
<i>1st report.</i>		
Punjab, United Provinces, Central Provinces and Berar, Madras, Burma, North-West Frontier Province, Assam, Bengal, Bihar and Orissa, Ajmer-Merwara, Hyderabad, Rajputana, Central India, Mysore, Delhi, Baroda, Uwalior and Bombay (early)	August 10	August 15 (1st memorandum).
<i>2nd report.</i>		
All provinces mentioned above	October 10	October 15 (2nd memorandum).
<i>3rd report.</i>		
All provinces mentioned above	December 10	December 15 (3rd memorandum).
<i>4th report.</i>		
Madras (Condition report only)*	January . .	
All provinces mentioned above	February 10	February 1st (Final memorandum).
<i>5th report.†</i>		
Madras	April 15	} April 16 (Supplementary memorandum).
Bombay	" 15	
Hyderabad	" 15	
Linseed Rape and Mustard (Winter Oil Seeds).		
<i>1st report.</i>		
Hyderabad	December 20	} January 1 (1st memorandum).
Punjab, Bengal, Bihar and Orissa	" 20	
United Provinces and Bombay (rape and linseed)	" 20	
Central Provinces and Berar (linseed)	" 20	
Assam (rape and mustard)	" 20	
North-West Frontier Province and Alwar (rape seed)	" 20	
Delhi and Baroda (rape and Mustard)	" 20	
Kotah and Bhopal (linseed)	" 20	
	" 20	
	" 20	

* Not utilized in the All-India General Memorandum.

† Provinces and States other than those mentioned are required to send in returns only when there is a material change in the condition of the crop since the February forecast.

Provinces and crops concerned.	Issue by Local Government.	Issue of consolidated forecast by Director General of Commercial Intelligence.	
Linseed, Rape and Mustard (Winter Oil Seeds)—contd.			
<i>2nd report.</i>			
Hyderabad	March 1	} March 15 (2nd memorandum).	
Punjab, Bengal, Bihar and Orissa	" 1		
United Provinces and Bombay (rape and linseed)	" 1		
Central Provinces and Berar (linseed)	" 1		
Assam (rape and mustard—) (Final)	" 1		
North-West Frontier Province (rape seed)	" 1		
Delhi, Baroda (rape and mustard)	" 1		
Kotah and Bhopal (linseed)	" 1	} June 1 (Final memorandum).	
Alwar (rape seed)	" 1		
<i>3rd report.</i>			
Punjab, Bengal, Bihar and Orissa	May 15		
United Provinces and Bombay (rape and linseed)	" 15		
Central Provinces and Berar	" 15		
Kotah and Bhopal (linseed)	" 15		
Delhi and Baroda (rape and mustard)	" 15		
North-West Frontier Province (rapeseed)	" 22		
Alwar (rape seed)	" 15		
Sesame (TRI OR GINGELLY).			
<i>1st report.</i>			
Bengal (early crop)	July 31	} September 1 (1st memorandum).	
Burma (early crop)	August 10		
Bombay, Madras, Central Provinces and Berar, United Provinces, Ajmer-Merwara, Punjab, Bihar and Orissa, Baroda, Kotah, Bhopal and Hyderabad	" 15		
<i>2nd report.</i>			
Burma (early and late)	October 10	} October 20 (2nd memorandum).	
All other provinces mentioned above except Bengal	" 15		
<i>3rd report.</i>			
Burma (late crop)*	December 10	} January 15 (Final memorandum).	
Bengal (late crop)	" 31		
All other provinces mentioned above	January 1		
Hyderabad	" 5		
Madras	" 12		
Burma (early and late—4th Report)	" 10	} April 20 (Supplementary memorandum).	
<i>4th report.</i>			
Burma (early and late—Final)	February 10		
Madras	April 15		
Groundnut.			
<i>1st report.</i>			
Madras*	April 13	} August 20.	
Madras* (Summer and early—Condition Report)	July 13		
Burma	August 10		
Bombay	" 15		
Madras (2nd report)	" 13		
Hyderabad and Mysore	" 10		

* Not utilised in the All-India General Memorandum.

Provinces and crops concerned.	Issue by Local Government.	Issue of consolidated forecast by Director General of Commercial Intelligence.
Groundnut—contd.		
<i>2nd report.</i>		
Burma	October 10	} October 20 (1st memorandum).
Bombay	" 15	
Madras (3rd report)	" 13	
Hyderabad and Mysore	" 10	
<i>3rd report.</i>		
Burma*	December 10	} February 15 (Final memorandum).
Bombay	January 15	
Madras (Final)	February 13	
Burma (Final)	" 10	
Central Provinces and Berar Hyderabad and Mysore	" 10 " 5	
<i>4th report.</i>		
Hyderabad*	April 5	
Sugarcane.		
<i>1st report.</i>		
Bengal, Bihar and Orissa, Assam, Madras, United Provinces, Punjab, North-West Frontier Provinces, Bombay, Central Pro- vinces and Berar, Delhi, Baroda and Bhopal	August 15	August 20 (1st memorandum).
Hyderabad	August . .	
<i>2nd report.</i>		
All provinces mentioned above	October 15	October 20 (2nd memorandum).
Hyderabad	October . .	
<i>3rd report.</i>		
All the provinces mentioned above Mysore (preliminary)	January 21	February 5 (Final memorandum).
Hyderabad	January . .	
Mysore* (Final)	April . .	
Jute.		
<i>1st report.</i>		
Bengal, Assam, Bihar and Orissa	" . .	July 15.†
<i>2nd report.</i>		
Bengal, Assam, Bihar and Orissa	" . .	September 21.†
Caster Seed.		
<i>Final report.</i>		
Hyderabad* (1st report)	October 10	
Madras	January . .	
Bombay, Bihar and Orissa, Central Provin- ces and Berar, United Provinces, Mysore, and Baroda	February 15	February 21.
Hyderabad (2nd Report)	February 10	

* Not utilized in the All-India General Memorandum.

† Issued by the Director of Agriculture, Bengal.

APPENDIX VI.

GLOSSARY OF INDIAN TERMS USED IN THIS BOOK.

A

Abkari	Excise of liquors and drugs.
Ajwan	An essential oilseed obtained from <i>osum copticum</i> .
Ajwan-ka-phul	Thymol (<i>lit.</i> flowers of ajwan).
Arathdar	From <i>arath</i> a warehouse—a middleman.
Arhar	The pigeon pea (<i>cajanus indicus</i>).
Ari	Lac collected before the insects swarm.
Atta	Coarse wheat flour used by the poorer classes, intermediate in quality between <i>maida</i> and <i>sujji</i> (q. v.).
Attar	The fragrant essential oil of roses, jasmine and other flowers.
Avaram	The Tamil name for the bark of <i>cassia auriculata</i> extensively used in Southern and Western India for tanning hides and skins. Called <i>tarwad</i> or <i>tarwar</i> in the Bombay Presidency.

B

Babul	A thorny tree (<i>Acacia arabica</i>) which in Sind is a common host of the lac insect. The bark is used for tanning.
Bajra	The bulrush millet (<i>perisetum typhoides</i>), known as <i>cumbu</i> in South India.
Ballam	A particular quality of boiled rice, long-grained.
Bania	A petty shop-keeper or money-lender.
Bhang	The dried leaves and flowering shoots of <i>cannabis sativa</i> which ground to a paste and taken as an emulsion are a powerful narcotic.
Bear (ber)	A thorny shrub (<i>zizyphus jujuba</i>), which in the Punjab is a common host of the lac insect.
Bepari	A small trader, who acts as a middleman in the marketing of grain, hides, etc.
Biri (bidi)	Country made cigarette.
Bispath	An inferior quality of tobacco obtained in Bengal.
Borah	A bamboo basket in which wool is transported.
Byaaki	One of the four lac crops called after the Bengali month 'Bysak' corresponding to April—May, when it comes commercially into sight.

C

Catamaran	A floating raft made of logs tied together.
Chabyam	A quality of unpolished rice obtainable in Southern India.
Chadar	A shawl of cotton, wool or silk.
Chapati (Chaupatti)	An unleavened cake made generally of atta or coarse wheat flour.
Charas	The narcotic resin of <i>cannabis sativa</i> used for smoking.
Chasam	Silk waste.
Chauki	An outpost for the collection of revenue.
Chekku	A Malayalam word, meaning 'a small mill' corrupted into chuck-mill.
Chetty	A caste in South India, money-lenders or merchants by profession.
Cooly	An Indian labourer.
Cholam	The Tamil name for the large millet (<i>sorghum vulgare</i>) known as <i>jowar</i> in Northern India.
Copra	The dried meat of the coconut.
Corge	A score.
Creore	Ten million, generally applied to the currency. A creore of rupees = £750,000.

D

Dahi (Dayi)	Curdled boiled milk.
Dari	A pileless cotton carpet.
Deodar	The Himalayan cedar (<i>cedrus libanica</i> deodara.)
Deshi (daisce)	An Urdu word meaning 'indigenous' applied as a trade name to varieties of jute and other produce.

D—contd.

Dhall	A generic term applied to various pulses.
Dhak	<i>Butea frondosa</i> , a common host of the lac insect, known as <i>pakas</i> .
Dholi	A bundle or package.
Dhooti	Piece of cloth in varying lengths with coloured borders worn by men.
Dhow	A small country boat.
Dowd Khani	A variety of boiled brown Bengal rice.

E

Eng (Ing)	A deciduous forest tree (<i>Ipicorpus tuberculatus</i>) yielding valuable timber, grown chiefly in Burma.
Eri	A variety of silk-worm (Assam).

F

Fanja	A narcotic derived from the unfertilised flowers of the female plants of <i>Conoclepis ovata</i> .
Ghi (ghae)	Clarified butter.
Godown	A warehouse.
Gur	Crude molasses.

H

Hundi (hoondes)	An Indian bill of exchange.
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J

Jahama (ja-namas)	A pileless cotton prayer mat.
Jankalam	A pileless cotton carpet made in Southern India.
Jaritar	Embroidered.
Jathwa	The lac crop which comes on the market in June-July, called after the corresponding Bengali month 'Jaistha'.
Jowar	See <i>oholan</i> .

K

Kainit	A mineral manure.
Kala-til	Niger seed, lit. 'black til' from its resemblance to sesame or til.
Kapok	The fibres of the white silk cotton tree (<i>Arborescens arborea</i>). A Malay word.
Katki	A lac crop that comes commercially into sight in November, called after the corresponding Bengali month 'Kartik'.
Kaska (kajla)	The commonest variety of boiled rice obtainable in Bengal.
Khadker	Cloth made from hand-spun yarn.
Khair	Cutch, obtained from the heart-wood of <i>Caesalpinia</i> .
Khari	Glauber's salt or sodium sulphate.
Kharif	The crop sown just before or during the South-West monsoon.
Khood (soodie)	Broken rice.
Kuri	Residue left over in the manufacture of shellan, containing about 50 per cent of lac.
Kurpa (Cuklapah)	A quality of Madras indigo sold in Calcutta.
Kushni	One of the four lac crops marketed in November-December.
Kusum (oil)	Carthamus oil, obtained from <i>Carthamus tinctorius</i> .
Kusumb	A forest tree (<i>Albizia arborea</i>) the host of the lac insect from which the best lac is derived.
Kutcha (Aechha)	An Urdu word meaning inferior or bad.
Kuthan	Inferior quality of saltpetre of from 30 to 40 per cent. refraction.

L

Lakh	One hundred thousand.
Lanka	A variety of tobacco grown in South India.
Let-pet	Pickled tea, eaten as a condiment in Burma and the Shan States.
Lungi (Loongi)	A tubular piece of cloth of silk or cotton worn as a waist cloth.

M

Masula	A small boat (South India).
Maddar	Applied to two different varieties of plants whose root yield a red dye.
Mahajan	A money-lender or big merchant who advances money to the cultivator against his crops.
Mahua (mowra)	A forest tree (<i>Bassia latifolia</i>) whose dried flowers are eaten as food or distilled into liquor.
Maida	Wheat flour superior to atta obtained by regrinding suj or coarse flour and passing it through fine sieves.
Masur	The lentil (<i>Lens esculenta</i>).
Maud (man)	A weight varying in different localities (see under weight and measures, p. 405.)
Mohur	A gold coin (see coinage, p. 404).
Monsoon	Periodical rain-bearing winds. Applied to the two rain seasons in India: the South-West monsoon from June to September and the North East from October to December.
Muga	A variety of silk-worm (Assam).
Mung	A common variety of pulse (<i>Phaseolus radiatus</i>).

N

Neyi	The South-Indian term for <i>ghi</i> .
Nuniya (Noonia)	The producer of crude, unrefined saltpetre.

O

Omam (water)	Liquor obtained by distillation from <i>carum copticum</i> .
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P

Padauk	A valuable timber tree (<i>Pterocarpus macrocarpus</i>) grown in Burma.
Paka (oil)	Oil obtained from the seeds of <i>Schleichera trijuga</i> .
Palas	See <i>dhak</i> .
Pan supari	The universal masticatory composed of <i>pan</i> (leaf of betel vine), and <i>supari</i> (fruit of betel palm), with an admixture of lime, cloves, etc.
Pashm	The fine underwool of a species of Tibetan goat.
Pashmina	Woolen cloth obtained from <i>pashm</i> wool (see above).
Pebugale	The Rangoon white bean (<i>Phaseolus lunatus</i>).
Phunki	Lac collected after the insects have swarmed.
Pipal	A sacred tree (<i>Ficus religiosa</i>) an occasional host of the lac insect.
Poolah	A variety of tobacco grown in Bengal.
Poonao	Strictly speaking the residual cake left in the <i>chekkus</i> or mills after extracting coconut oil from copra, but also applied to linseed, gingelly and other oil cakes.
Pothi	A variety of tobacco grown in South India.
Pucca	An Urdu word meaning good, correct, substantial, or standard quality or measurement, as contrasted with <i>Kutchi</i> .
Putto	Thick woollen cloth made from the coarser wool of the sheep.

E

- Rabi The spring crop sown during or after the North-East monsoon and harvested in March or April.
 Raree A quality of boiled brown rice, obtainable in Bengal.

S

- Sai A fine timber-yielding tree (*Shorea robusta*) which is also a common host of the lac insect.
 Sangtara A variety of loose-skinned orange.
 Sann (hemp) Fibre obtained from *Crataeva funcea*.
 Sari A piece of cloth of varying lengths with broad coloured borders worn by Indian women.
 Sarson Indian colza, a subspecies of *Brassica campestris*, commercially called rapa.
 Saar A weight or measure varying in size in different parts of the country (see under weights and measures, page 405).
 Shatranji A pileless cotton floor mat.
 Shubham A timber tree (*dalbergia sissoo*).
 Shuyah-nirah The seeds of *Carum indicum*, the Indian caraway.
 Shuroff A banker or money-changer.
 Simal The red silk cotton tree (*boehmeria malabaricum*).
 Sinitine A variety of tobacco obtainable in Burma.
 Sirdar A headman or overseer.
 Srisi A forest tree (*albizia lebbek*), a host of the lac insect.
 Sujji A quality of wheat flour.

T

- Taluk A revenue sub-division of a district (Bombay, Madras and Mysore).
 Tassar Wild silk worms, *anterosia papilio*, also applied to the cloth made from their silk.
 Tarward (tarwar) See *carawan*.
 Thandoug A variety of tobacco obtainable in Burma.
 Thi (tosi) Giggilly or common indones, the common of commerce.
 Timal Crude brax.
 Toa The weight of a rupee equivalent to 180 grs. troy.
 Toon A valuable timber tree also known as the Indian mahogany (*swietenia toona*).
 Turu (Turi) Rapa (*brassica campestris*).

U

- Uzindar A landholder under the Permanent Settlement.

1. Terms of a claim subject to Import duty, but by reason of circumstances entitled to free entry or a preferential rate of duty shall pay interest on the amount of such duty at the rate of 5% per annum from the date of the award. If the Seller shall pay interest on the amount of such duty at the rate of 5% per annum from the date of the award, the Buyer shall be deemed to have accepted the award. If the Seller shall not pay interest on the amount of such duty at the rate of 5% per annum from the date of the award, the Buyer shall be deemed to have rejected the award.

2. If the Award has been made by Arbitrators appointed by the London Corn Trade Association as above provided; that, on giving such notice of appeal, payment of the following sum is made to the Secretary of the Association:

3. If the Award has been made by Arbitrators appointed by the London Corn Trade Association as above provided; that, on giving such notice of appeal, payment of the following sum is made to the Secretary of the Association:

4. If the Award has been made by Arbitrators appointed by the London Corn Trade Association as above provided; that, on giving such notice of appeal, payment of the following sum is made to the Secretary of the Association:

- | | |
|-------------------------------|--|
| Appropriation. | 1. Notice of APPEAL of the grain tendered upon by his Buyer or by the Seller shall be passed on by the European House or its Agents in Europe, and shall be confirmed by letter. The Seller shall give a copy of the invoice to the Seller a written copy of the invoice of Lading shall be sent to the Broker or Agent shall be confirmed by letter. In the event of a dispute, the Seller shall be allowed for in final clause in contract. A transmission. |
| Proof of Shipment. | 2. BILL OF LADING appropriated in whole or in part shall be considered a separate document. In the event of a dispute, the Seller shall be allowed for in final clause in contract. A transmission. |
| Retirement of Documents. | 3. NOTICE TO RETURN NON-BUSINESS DAYS and the next working day. |
| Settlement Claims. | 4. PERCENTAGE freight and insurance; if not a market day, return of weights, or certificates. |
| Marks. | 5. MARKS.—Any contract, and the bag marks to be borne by the Seller. |
| Sea Damaged. | 6. SEA DAMAGE Persons, so much by or on behalf of the Seller. |
| Sampling and Analysis. | 7. SAMPLING AND ANALYSIS without delay to the Seller as practicable after the date of arrival of the goods at the destination. The bags and their invoices, such bags and invoices shall be sent to the Seller. One unopened sample shall be taken by the Seller for Arbitration or upon the order of the Seller. The analysis fees, half by the Seller, and half by the Assessor. Neither the Assessor's fee nor the Assessor's fee shall be added to any sample. |
| Sampling Wheat from Colonies. | 8. SAMPLING WHEAT for Arbitration or upon the order of the Seller. The analysis fees, half by the Seller, and half by the Assessor. Neither the Assessor's fee nor the Assessor's fee shall be added to any sample. |
| Tare. | 9. TARE.—The weight of the tare, and every Receiver. |
| "About." | 10. The word "ABOUT" shall mean plus or minus 1% of one per cent. on Contract. |
| Default. | 11. DEFAULT.—If the Seller fails to comply with the provisions of the Contract, the Buyer shall be entitled to terminate the Contract and to resell the goods at the market price. The Seller shall be liable for the difference between the contract price and the market price at the time of resale. The Seller shall also be liable for the expenses of resale and for any profit made by the Buyer on the resale. The Seller shall also be liable for the expenses of storage and for any loss or damage to the goods during storage. |

APPENDIX VII.

LONDON CORN TRADE ASSOCIATION. 1.

EAST INDIAN WHEAT CONTRACT.

STEAMER OR POWER VESSEL.

1934. PARCELS.

Issued 1st January, 1934.

Copyright.

LONDON,.....193.....

Bought of
Sold to

Domiciled in London
on the printed conditions and rules endorsed on this contract. of

Quality. + of fair average quality of the season's shipment at time and place of shipment, to be assessed upon the basis of, and by comparison with the London Corn Trade Association's official F.A.Q. Standard of the month during which the Bill of Lading is dated. In the event of no F.A.Q. Standard being established by the Association, the Arbitrators shall in their discretion decide what is the fair average quality.

+ at time and place of shipment about as per sealed sample marked in possession of

Percentage of Admixture. ... Any percentage of Barley, Pulse and/or other feeding stuffs up to 2 per cent. to be taken and paid for as Wheat; any quantity in excess of 2 per cent. to be allowed for by Seller at one-half the price fixed for settlement in accordance with Rule 4. Any percentage of dirt, non-farinaceous seeds or other extraneous matter up to 2½ per cent. to be allowed for by Seller at the price fixed for settlement in accordance with Rule 4, and any quantity in excess of 2½ per cent. at double the price fixed for settlement in accordance with Rule 4.

Sampling for Analysis. For the purpose of determining the quantity of such percentages as above, the Buyer or his Agent has the right to select one bag for each 100 tons, provided that of each separate mark not less than five, nor more than sixty bags are to be selected, any Wheat for Shipper's account remaining unsold of such mark being excluded. After selection, the bags are to be enclosed in dust-proof covers, which are to be sealed by Buyer and Seller or their Agents at the time of discharge, and dealt with in accordance with the Rules adopted by the London Corn Trade Association.

Analysis. One analysis only to be made of bags of the same mark in any vessel (exclusive of any unsold Wheat or Shipper's account) and every Receiver thereof to abide by the result of such analysis. The Certificate of analysis of the said Association or its duly appointed Analyst to be final.

Should the vessel discharge at more than one port, the above provisions shall apply at each separate port.
The grain is not warranted free from defect, rendering the same unmerchantable, which would not be apparent on reasonable examination, any statute or rule of law to the contrary notwithstanding.

Shipment in good condition
Per first-class Steamer and/or Steamers, and/or Power Vessel and/or Power Vessels..... classed not lower than 90 A 1, or British Corporation B.S., or equal classification in American, French, Italian, Norwegian or other equal Register, or vessels not inferior to these classifications.

Vessel's Classification. from via the Suez Canal

Ports of Shipment. As per Bill or Bills of Lading dated, or to be dated.....
Shipments. The Bill of Lading to be dated when the goods are actually on board.

Quantity. About..... say about.....
..... (2 per cent. more or less)

Contract Price. reckoning provisionally as customary, at the price of.....
say.....

per 480 lbs. net delivered, including the usual single twill bags, or bags equal in value thereto, including also Freight, as per Bill or Bills of Lading, and Insurance to.....

Destination. direct or indirect.

Freight Discharge Payment. Freight payable on discharge, less advances for the ordinary ship's disbursements at Port of Loading.
To discharge as customary.

Payment. Payment by Cash in London in Exchange for shipping Documents on or before the arrival of the Vessel, less discount at the rate of one-half of one per cent. per annum above the advertised rate of interest for short deposits allowed by the leading Joint Stock Banks in London, for the unexpired time of ninety days from date of arrival of Bill or Bills of Lading in due course in London, or at Seller's option, by Buyer's acceptance of Shipper's or Seller's drafts, domiciled in London, at ninety days from date of arrival of Bill or Bills of Lading in due course in London, with documents attached as usual, but payment in no case later than the due date of the drafts. If shipping documents have not been sighted at time of vessel's arrival at port of discharge, Seller must provide documents entitling Buyer to obtain delivery of the grain and payment must be made in exchange for same, such payment to be made without prejudice to Buyer's rights under the contract. The Bank and Short Deposit Rates ruling at 10 o'clock in the morning shall be the rates for the day.

In the event of documents being transported by Air Mail the date of arrival of the Bills of Lading in London shall be deemed to be the date upon which they would have ordinarily have arrived if transported by regular Steamer Mail.

Policies. Seller to give all policies of insurance (for original and for increased value, if any) on the parcel, all duly stamped, and for not less than 2 per cent. over the net invoice amount, any amount over this to be for Seller's account in case of total loss only, and if and when called upon for the purpose of claiming upon Underwriters, to give a letter certifying that there are no other insurances effected by him or by holders antecedent to him. Insurance on Lloyd's conditions which shall include the London Corn Trade Association's War Risk and Strike Risk clauses (or clause or clauses equivalent thereto) and the London Corn Trade Association's F.P.A. Clause to be effected with approved Underwriters, for whose solvency Seller is not to be responsible. Any expense for covering the London Corn Trade Association's War Risk and Strike Risk exceeding one half of one per cent. to be for account of Buyer.

Computation Weighing. If vessel discharge on the Continent, the out-turn to be computed at 1016 kilos. equal to 2240 lbs. English.
If mutually agreed between Seller and Buyer, the Grain may be weighed by approved Hopper Scale of 2,000 lbs. or over, in which case the allowance for draught shall be 2 lbs. per 2,000 lbs., any custom of the port to the contrary notwithstanding.

The weighing to be done at Buyer's expense at Port of Discharge by the Dock Authorities, or by Public Sworn Weighers or by Weighers appointed or recognised by the Local Public or Dock Authorities; where this is impracticable, then according to the custom of the Port. One sound and undamaged bag in every 20 as they rise from the ship or quay, or every bag at Buyer's option, shall be weighed, and the Dock Certificate, or that of the authorised persons, shall settle the weight for final Invoice. Should Buyer elect to have one bag in every 20 weighed for average, then slack bags to be weighed separately.

Pro Rata. Should any of the within mentioned quantity form part of a larger quantity of the same or a different period of shipment of bags of same mark, or of similar quality if in bulk, no separation or distinction shall be deemed to be necessary. Except for London all loose collected, damages and sweepings to be shared *pro rata*.

Average. All sweepings and damaged by sea water or condensation, to be rejected.

All Average to be for Seller's account. Buyer to furnish Seller, on settlement of amended invoice, with the usual documents required by Average Adjusters for preparation of Average Statement, and to return to Seller the policy or policies received from him, together with all subsequent policies, if any, effected to cover any increase in c.f. & i. value, and to give a letter certifying that there are no other insurances known to Buyer, failing which Buyer shall pay such contribution to Average thereon as Seller may be unable to recover in consequence. Should average statement be made up on the Continent the deficiency or surplus account shall be settled as soon as the out-turn is ascertained; and Seller shall pay to Buyer the amount due to the ship, if any, for general average according to statement, on Buyer handing to Seller the Policy or Policies of Insurance and other documents as provided above, together with the average statement.

Prohibition. Should the fulfilment of this Contract be rendered impossible by prohibition of export, blockade or hostilities, this Contract or any unfulfilled part thereof to be cancelled.

Brokerage. Seller to pay Brokerage of per cent. on the gross provisional Invoice amount, Contract cancelled or not cancelled.

Buyer and Seller agree that, for the purpose of proceedings, either legal or by arbitration, this Contract shall be deemed to have been made in England, and to be performed there, any correspondence in reference to the order, the acceptance, the place of payment or otherwise notwithstanding, and the Courts of England or Arbitrators appointed in England, as the case may be shall, except for the purpose of enforcing any award made in pursuance of the Arbitration clause hereof, have exclusive jurisdiction over all disputes which may arise under this contract. Such disputes shall be settled according to the law of England whatever the domicile, residence, or place of business of the parties to this contract may be or become. Any party to this contract residing or carrying on business elsewhere than in England or Wales, shall, for the purposes of proceedings at law or in Arbitration, be considered as ordinarily resident or carrying on business at the office of the London Corn Trade Association and if in Scotland, he shall be held to have prorogated jurisdiction against himself to the English Courts, or if in Northern Ireland to have submitted to the jurisdiction, and to be bound by the decision of the English Courts. The service of proceedings upon any such party by leaving the same at the office of the London Corn Trade Association, together with the posting of a copy of such proceedings to his address abroad, or in Scotland or Northern Ireland, shall be deemed good service, any rule of law or equity to the contrary notwithstanding.

Difference in quality and/or description shall not entitle the Buyer to reject, except under the award of Arbitrators or the Committee of Appeal, as the case may be. All disputes from time to time arising out of this contract, including any question of Law appearing in the proceedings, whether arising between the parties hereto, or between one of the parties hereto and the Trustee in Bankruptcy or the other party, shall be referred to Arbitration, according to the Arbitration Rule endorsed hereon, and this stipulation may be made a rule of any of the divisions of His Majesty's High Court of Justice in Northern Ireland, on the application of either contracting party, for the purpose of enforcing an award against a party residing or carrying on business in Northern Ireland. Neither Buyer, Seller, Trustee in Bankruptcy, nor any other person claiming under either of them, shall bring any action against the other of them in respect of any such dispute until such dispute has been settled by Arbitrators, or by the Committee of Appeal, as the case may be, and it is expressly agreed that the obtaining an award from either tribunal, as the case may be, shall be a condition precedent to the right of either contracting party to sue the other in respect of any claim arising out of this contract. All costs of, or connected with, the stating and argument of any Special Case for the opinion of the Court on any question of law arising in the course of the reference shall be borne and paid by the party requiring the same to be stated unless or except so far as otherwise determined by the award to be made in the reference. The Arbitration to be held in LONDON.

ALL FORMS OF CONTRACTS.

Arbitration clause.—Paragraph 1 to read:—

All disputes from time to time arising out of this contract shall be referred to two Arbitrators, one to be appointed by each party in difference, or to an umpire to be appointed by the Arbitrators if and when they disagree.

(In force, 1st January, 1935.)

POLICIES CLAUSE (All Contracts).

To add—

(a) In the event of a Certificate of Insurance being supplied, it is agreed that such Certificate shall be exchanged by Seller for a duly stamped Policy if and when required, and such Certificate shall state on its face that it is so exchangeable.

(b) Policies of Insurance to include the Liverpool Craft Risk Clause, if applicable.

[In force, 1st March, (1935.)]

IMPORT DUTIES : Certificate of Origin Clause (United Kingdom and Northern Ireland).—In the event of the goods, at time of shipment, being of a class subject to Import duty, but by reason of origin entitled to free entry or a preferential reduction of duty, Sellers must provide on vessel's arrival the means of satisfying the Customs Authorities as to the origin of the goods, failing which Sellers shall pay interest at one per cent. over Bank Rate on the amount, if any, required to be deposited by Buyers as duty or difference in duty, from the date of depositing to the date of refunding. In the event of the Sellers failing to provide such means of satisfaction within 14 days of vessel's arrival, the Sellers shall refund forthwith to Buyers the duty or difference in duty paid, if any, together with interest and any additional expenses arising therefrom, but in such case, on the subsequent production of the required evidence as to origin, the Buyers shall immediately take reasonable steps to secure for the benefit of the Sellers a refund of the duty paid, otherwise Buyers shall be responsible for all losses, damages and interest incurred thereby by Sellers.

East Indian Loading Strike Clause.

- Should shipment of the goods or any part thereof be prevented at any time during the last 28 days of guaranteed time of shipment, or at any time during guaranteed Contract period, if such be less than 28 days, by reason of riots, strikes, or lock-outs at port or ports of loading, or elsewhere, preventing the forwarding of the goods to such port or ports, then Shipper shall be entitled at the termination of such riots, strikes, or lock-outs, to as much time, not exceeding 28 days, for shipment from such port or ports as was left for shipment under the contract prior to the outbreak of the riots, strikes or lock-outs. In case of non-fulfilment under above conditions the date of default shall be similarly deferred.
- Notice of the out-break and termination of riots, strikes or lock-outs shall be sent by the original Seller to his Buyer within 48 days of each event, and if he intends to claim an extension of time for shipment he shall give further notice to his Buyer naming the port or ports not later than two days (Sundays and holidays excepted) after the last day of guaranteed time for shipment. All such notices shall be passed on by subsequent Sellers in due course.
- The Official Certificate of the Chamber of Commerce at port or ports of loading, certifying the existence and duration of riots, strikes or lock-outs causing the delay shall be attached to the shipping documents.

LONDON CORN TRADE ASSOCIATION. 2.

EAST INDIAN WHEAT CONTRACT.

STEAMER OR POWER VESSEL.

C A R G O E S .

1934.

Issued 1st January 1934.

Copyright.

LONDON,.....193.....

Bought of
Sold to

Domiciled in London

on the printed conditions and rules endorsed on this contract,

A Cargo of

Quality. + of fair average quality of the seasonshipment at time and place of shipment, to be assessed upon the basis of, and by comparison with the London Corn Trade Association's official F.A.Q. Standard of the month during which the Bill of Lading is dated. In the event of no F.A.Q. Standard being established by the Association, the Arbitrators shall in their discretion decide what is the fair average quality.

+ at time and place of shipment about as per sealed sample marked..... in possession of.....

Percentage of Admixture. + Any percentage of Barley, Pulse and/or other feeding stuffs up to 2 per cent. to be taken and paid for as Wheat; any quantity in excess of 2 per cent. to be allowed for by Seller at one-half contract price. Any percentage of dirt, non-farinnaceous seeds or other extraneous matter up to 2½ per cent. to be allowed for by Seller at contract price and any quantity in excess of 2½ per cent. at double contract price.

Sampling for Analysis. For the purpose of determining the quantity of such percentages as above, the Buyer or his Agent has the right to select one bag for each 100 tons, provided that of each separate mark not less than five, nor more than sixty bags are to be selected. After selection, the bags are to be enclosed in dust-proof covers, which are to be sealed by Buyer and Seller or their Agents at the time of discharge, and dealt with in accordance with the Rules adopted by the London Corn Trade Association.

Analysis. One analysis only to be made of bags of the same mark in any vessel (exclusive of any unsold Wheat or Shipper's account) and every Receiver thereof to abide by the result of such analysis. The Certificate of analysis of the said Association or its duly appointed Analyst to be final.

Should the vessel discharge at more than one port, the above provisions shall apply at each separate port.

The grain is not warranted free from defect, rendering the same unmerchantable, which would not be apparent on reasonable examination, any statute or rule of law to the contrary notwithstanding.

Shipment in good condition

Vessel's Classification. per first-class Steamer or Power Vessels..... classed not lower than 90 A 1, or British Corporation B.S., or equal classification in American, French, Italian, Norwegian or other equal Register, or vessels not inferior to these classifications;

Ports of Shipment. from..... via the Suez Canal

Shipment. As per Bill or Bills of Lading dated, or to be dated during..... The Bill of Lading to be dated when the goods are actually on board.

Quantity. about..... say about.....

..... 2 per cent. more or less

Seller has the option of shipping a further 8 per cent. more or less on contract quantity, excess or deficiency over the above 2 per cent., to be settled at the c. f. & i. price on date of Bill of Lading, and on the quantity thereof, value to be fixed by Arbitration, unless mutually agreed.

Contract Price. reckoning provisionally as customary, at the price of..... say.....

Unit Destination. per 480 lbs. net delivered, including the usual single twill bags, or bags equal in value thereto, including also Freight, and Insurance to any safe port in the United Kingdom of Great Britain (Manchester and places on the Manchester Canal included, if in and as per Charter Party), and Ireland, or on the Continent between Havre and Hamburg, both included (but Calais and Rouen, if in and as per Charter Party), calling at Port Said for orders as per Charter Party. Should vessel be ordered to the Continent, proportionate lighterage, if incurred to be for Buyer's account.

Freight. Freight payable on discharge, less advances for the ordinary ship's disbursements at Port of Loading, or ship's requirements as per Charter Party.

Discharge Payment. To discharge as customary. (*See side.*)

Payment by Cash in London in exchange for shipping Documents on or before the arrival of the Vessel, but payment in no case later than 21 days after receipt of invoice, less discount at the rate of one-half of one per cent. per annum above the advertised rate of interest for short deposits allowed by the leading Joint Stock Bank in London, for the unexpired time of ninety days from the date of arrival of Bill or Bills of Lading in due course in London, or at Seller's option, by Buyer's acceptance of Shipper's or Seller's drafts, domiciled in London, at ninety days from date of arrival of Bill or Bills of Lading in due course in London, with documents attached as usual, but payment in no case later than the due date of the drafts. If shipping documents have not been sighted at time of vessel's arrival at port of a discharge, Seller must provide documents entitling Buyer to obtain delivery of the grain and payment must be made in exchange for same, such payment to be made without prejudice to Buyer's rights under the contract. The Bank and Short Deposit Rates ruling at 10 o'clock in the morning shall be the rates for the day.

Policies. In the event of documents being transported by Air Mail the date of arrival of the Bills of Lading in London shall be deemed to be the date upon which they would ordinarily have arrived if transported by regular Steamer Mail.

Seller to give all policies of insurance (for original and for increased value, if any) on the cargo, all duly stamped, and for not less than 2 per cent. over the net invoice amount, and any amount over this to be for Seller's account in case of total loss only, and if and when called upon for the purpose of claiming upon Underwriters, to give a letter certifying that there are no other insurances effected by him or by holders antecedent to him. Insurance on Lloyd's conditions which shall include the London Corn Trade Association's War Risk and Strike Risk clauses (or clause or clauses equivalent thereto) and the London Corn Trade Association's F.P.A. Clause to be effected with approved Underwriters, for whose solvency Seller is not to be responsible. Any expense for covering the London Corn Trade Association's War Risk and Strike Risk exceeding one half of one per cent. to be for account of Buyer.

Computation Weighing. If vessel discharge on the Continent, the out-turn to be computed at 1,016 kilos. equal to 2,240 lbs. English.

If mutually agreed between Seller and Buyer, the Grain may be weighed by approved Hopper Scale of 2,000 lbs. or over, in which case the allowance for draftage shall be 2 lbs. per 2,000 lbs., any custom of the port to the contrary notwithstanding.

The weighing to be done at Buyer's expense at Port of Discharge by the Dock Authorities, or by Public Sworn Weighers or by Weighers appointed or recognised by the Local Public or Dock Authorities; where this is impracticable, then according to the custom of the Port. One sound and undamaged bag in every 20 as they rise from the ship or quay, or every bag at Buyer's option, shall be weighed, and two in every 100 shall be emptied to ascertain the tare (the whole of said bags being weighed together), and the Dock Certificate, or that of the authorised persons, shall settle the weight for final Invoice. Should Buyer elect to have one bag in every 20 weighed for average, then slack bags to be weighed separately.

All sweepings and damaged by sea water or condensation to be taken by Buyer at an allowance to be fixed by Arbitration in London according to the 16th printed Rule endorsed on this Contract.

Average. All Average to be for Seller's account. Buyer to furnish Seller, on settlement of amended invoice, with the usual documents required by Average Adjusters for preparation of Average Statement, and to return Seller the policy or policies received from him, together with all subsequent policies, if any, effected to cover any increase in c. f. & i. value, and to give a letter certifying that there are no other insurances known to Buyer, failing which Buyer shall pay such contribution to Average thereon as Seller may be unable to recover in consequence. Should average statement be made up on the Continent the deficiency or surplus account shall be settled as soon as the out-turn is ascertained; and Seller shall pay to Buyer the amount due to the ship, if any, for general average according to statement, on Buyer handing to Seller the Policy or Policies of Insurance and other documents as provided above, together with the average statement.

Prohibition. Should the fulfilment of this Contract be rendered impossible by prohibition of export, blockade or hostilities, this Contract or any unfulfilled part thereof to be cancelled.

Brokerage. Seller to pay Brokerage of per cent. on the gross provisional Invoice amount, Contract cancelled or not cancelled.

Buyer and Seller agree that, for the purpose of proceedings, either legal or by arbitration, this Contract shall be deemed to have been made in England, and to be performed there, any correspondence in reference to the offer, the acceptance, the place of payment or otherwise notwithstanding, and the Courts of England or Arbitrators appointed in England, as the case may be, shall, except for the purpose of enforcing any award made in pursuance of the Arbitration clause hereof, have exclusive jurisdiction over all disputes which may arise under this contract. Such disputes shall be settled according to the law of England whatever the domicile, residence, or place of business of the parties to this contract may be or become. Any party to this contract residing or carrying on business elsewhere than in England or Wales, shall, for the purposes of proceedings at law or in Arbitration, be considered as ordinarily resident or carrying on business at the office of the London Corn Trade Association, and if in Scotland, he shall be held to have prorogated jurisdiction against himself to the English Courts, or if in Northern Ireland to have submitted to the jurisdiction, and to be bound by the decision of the English Courts. The service of proceedings upon any such party by leaving the same at the office of the London Corn Trade Association, together with the posting of a copy of such proceedings to his address abroad, or in Scotland or Northern Ireland, shall be deemed good service, any rule of law or equity to the contrary notwithstanding.

Difference in quality and/or description shall not entitle the Buyer to reject, except under the award of Arbitrators or the Committee of Appeal, as the case may be. All disputes from time to time arising out of this contract, including any question of Law appearing in the proceedings, whether arising between the parties hereto, or between one of the parties hereto and the Trustee in Bankruptcy of the other party, shall be referred to Arbitration, according to the Arbitration Rule endorsed hereon, and this stipulation may be made a rule of any of the divisions of His Majesty's High Court of Justice in Northern Ireland, on the application of either contracting party, for the purpose of enforcing an award against a party residing or carrying on business in Northern Ireland. Neither Buyer, Seller, Trustee in Bankruptcy, nor any other person claiming under either of them, shall bring any action against the other of them in respect of any such dispute until such dispute has been settled by Arbitrators, or by the Committee of Appeal, as the case may be, and it is expressly agreed that the obtaining an award from either tribunal, as the case may be, shall be a condition precedent to the right of either contracting party to sue the other in respect of any claim arising out of this contract. All costs of, or connected with, the stating and argument of any Special Case for the opinion of the Court on any question of law arising in the course of the reference shall be borne and paid by the party requiring the same to be stated unless or except so far as otherwise determined by the award to be made in the reference.

The Arbitration to be held in LONDON.

POLICIES CLAUSE (All Contracts).

To add—

- (a) In the event of a Certificate of Insurance being supplied, it is agreed that such Certificate shall be exchanged by Seller for a duly stamped Policy if and when required, and such Certificate shall state on its face that it is so exchangeable.
- (b) Policies of Insurance to include the Liverpool Craft Risk Clause, if applicable.

(In force, 1st March, 1935.)

ALL FORMS OF CONTRACTS.

Arbitration Clause.—Paragraph 1 to read :—

All disputes from time to time arising out of this contract shall be referred to two Arbitrators, one to be appointed by each party in difference, or to an Umpire to be appointed by the Arbitrators if and when they disagree.

(In force, 1st January, 1936.)

IMPORT DUTIES : Certificate of Origin Clause (United Kingdom and Northern Ireland).—In the event of the goods at time of shipment, being of a class subject to Import duty, but by reason of origin entitled to free entry or a preferential reduction of duty, Sellers must provide on vessels arrival the means of satisfying the Customs Authorities as to the origin of the goods, failing which Sellers shall pay interest at one per cent. over Bank Rate on the amount, if any, required to be deposited by Buyers as duty or difference in duty, from the date of depositing to the date of refunding. In the event of the Sellers failing to provide such means of satisfaction within 14 days of vessel arrival, the Sellers shall refund forthwith to Buyers the duty or difference in duty paid, if any, together with interest and any additional expenses arising therefrom, but in such case, on the subsequent production of the required evidence as to origin, the Buyers shall immediately take reasonable steps to secure for the benefit of the Sellers a refund of the duty paid, otherwise Buyers shall be responsible for all losses, damages and interest incurred thereby by Sellers.

East Indian Loading Strike Clause. 1. Should shipment of the goods or any part thereof be prevented at any time during the last 28 days of guaranteed time of shipment, or at any time during guaranteed contract period, if such be less than 28 days, by reason of riots, strikes, or lock-outs at port or ports of loading, or elsewhere, preventing the forwarding of the goods to such port or ports, then Shipper shall be entitled at the termination of such riots, strikes, or lock-outs, to as much time, not exceeding 28 days, for shipment from such port or ports as was left for shipment under the contract prior to the outbreak of the riots, strikes or lock-outs. In case of non-fulfilment under above conditions the date of default shall be similarly deferred. 2. Notice of the out-break and termination of riots, strikes or lock-outs shall be sent by the original Seller to his Buyer within 5 days of each event, and if he intends to claim an extension of time for shipment he shall give further notice to his Buyer naming the port or ports not later than two days (Sundays and holidays excepted) after the last day of guaranteed time for shipment. All such notices shall be passed on by subsequent Sellers in due course. 3. The Official Certificate of the Chamber of Commerce at port or ports of loading, certifying the existence and duration of the riots, strikes or lock-outs causing the delay shall be attached to the shipping documents.

Discharge Clauses. Bristol.—For Grain cargoes without fixed lay days.—Bristol Old Docks—500 tons per day; minimum, 6 days whole cargoes. Avonmouth, Portishead and Sharpness—600 tons per day; minimum, 6 days whole cargoes, but if over 6,000 tons, 650 tons per day, and if 7,000 tons or over, 750 tons per day. All based on Bill of Lading quantities. Reporting day not to count.

Irish.—All grain cargoes over steamers having no fixed lay days to be discharged at the following average rates per day viz., Belfast 500 tons, Dublin and Cork 450 tons, Limerick, Londonderry, and Waterford 400 tons, Sligo 400 tons at Quay 300 tons outside (or at Rosse's Point). Tralee 350 tons and Galway 250 tons. All based on Bill of Lading quantities. Sundays and Holidays excepted. Reporting day not to count.

CONDITIONS AND RULES.

APPROPRIATION with Ship's name, shall within 14 days from date of Bill of Lading be cabled by the Seller or this Contract direct to his Buyer or to his House or Representative or Agent in Europe and be passed on to the said European House, or Representative, or Agent and by each subsequent Seller, to his Buyer or in due course if received after that time, notices of appropriation received after the said 14 days from the Seller or his House or Representative or Agent, should the Shipper's notice be passed on to his Buyer by the Shipper's Representative, or Agent in due course but in no case later than 24 hours from arrival of Documents based on in writing by each Seller to his Buyer in due course on receipt; if Sellers and Buyers are in different parts of the world, all such notices shall be passed on by telegram. All notices under this Clause given by telegram shall be made on each 100 tons. On demand of Buyer, Sellers and Buyers shall, on receipt of notice of appropriation. A valid notice of appropriation when once given shall be based on Bill of Lading weight with Ship's name, marks, number of bags and date of Bill of Lading by Shipper's House, or Representative in Europe to his Buyer within seven days after arrival of the goods by other Sellers to their Buyers respectively in due course after receipt. A notice or tender of appropriation shall be deemed a notice or tender under this contract. All Buyers not employing a London Broker to act for them in London where tenders may be made. The name of the original Seller shall be inscribed on the Bill of Lading. If a tender being of less quantity than 25 tons, the Dock Company's consolidated rate of charges shall be applied to such quantity. Any appropriation or invoice received after 5 o'clock P.M. or later than 4 P.M. shall be deemed to have been received on the business day following. If shipping documents are not received of vessel's arrival at port of discharge, landing charges, if any, incurred shall be borne by Seller. If the Buyer has refused to pay against the documents tendered as provided in paragraph 10, the goods shall be deemed to be under reserve for errors or delays in telegrams.

Each Bill of Lading shall be considered proof of date of shipment in the absence of evidence to the contrary. Each Bill of Lading shall be considered a separate contract, but each Bill of Lading shall be considered a separate contract, but the margin on the mean quantity sold not to be at the discretion of the Seller. In the event of more than one Bill of Lading being issued for the same shipment by vessel to London, and the owner of the vessel refusing to contribute the 1s. per ton, the Dock rates of 1877, the said 1s. per ton shall be paid by the Seller. Separate Bills of Lading shall be issued for each consignment, 2 per cent. more or less.

INVOICES shall be given by the Buyer to his Seller before 11.30 A.M. on the day of payment, except on Saturdays when the time shall be 4 P.M. on the business day prior to date of payment. Invoices shall be given on Sundays, Good Friday, Easter Monday, Whit Monday, the first Monday in August, Christmas Day, and any other days proclaimed as Bank or General Holidays.

QUESTIONS OF ADMIXTURE, REJECTIONS AND DIFFERENCES IN WEIGHTS shall be settled at the market value of the quality guaranteed, on the day on which the Vessel reports at the Custom House, or at the previous market day. The claim for settlement to be made within 21 days of the receipt of the goods, and the case of Analysis within 21 days of the issue by the London Corn Trade Association of the Ar

objection of Marks from B/L or invoice not to be objected to, so long as quality comes within ten per cent. of the *bona fide* mark of the Shippers. Any expenses incurred in landing and assorting devolve on the original Seller.

—Receiver shall and first Seller may give orders to the Dock Authorities, or to the other authority, to have the goods landed and stored. Water stained bags not caked or crusted shall be stabled, and if the contents are damaged, the same shall be received by Buyer.

ANALYSIS.—The sample bags selected from the Parcel in accordance with the Contract, shall be sent to the London Corn Trade Association or to any Person or Company appointed and authorised by them to receive the receipt thereof, the whole of the contents shall be passed through an approved machine, condensed, and analysed by the Association, or by any Person or Company appointed and authorised by them, and a sample of the contents selected for such analysing and sampling purposes to be shared *pro rata*, and deducted from the contents after sampling to be for Seller's account.

Persons shall from the portion of Wheat remaining, screen and seal samples and forward to the London Corn Trade Association one sample to be used for Standard purposes and one for each Receiver for Arbitration purposes. The samples shall be sent to the Seller and to each Receiver for inspection of quality.

AT FROM CALCUTTA.—As regards Wheat shipped from Calcutta, should Buyer elect to have samples drawn from his own parcel, such samples to be drawn at Buyer's expense by the Dock Authorities or by any Person or Company appointed and authorised by them, and a sample of the contents shall be selected in every hundred, the extra expense to be borne by the party giving such orders. The samples shall be screened before being compared with the Standard sample.

The samples shall be taken as correct and final in all cases, and shall be the only samples used for Arbitration purposes. The charges incurred in sampling or on samples sent for analysis, shall be paid as to one half *pro rata* by Sellers and as to the other half *pro rata* by Buyers of the same mark.

The Seller or its officers shall be liable for any damages sustained by reason of the loss or destruction of the goods, or in their custody.

The weight of the bags selected for Analysis and sampling shall, when emptied, be weighed together to ascertain the weight of the goods. The weight of bags of same mark by same vessel shall abide by the result.

“QUALITY”, when referring to Quality at time and place of shipment, shall mean the equivalent of on the day of shipment.

In Default of fulfilment of contract by either party, the other at his discretion, shall, after giving notice, have the right to sell or purchase as the case may be, against the Defaulter and the defaulter's assignees, on such purchase or sale on demand. In event of default by Seller entitling the Buyer to demand, the price to be fixed by arbitration shall be based upon the actual or estimated value of the goods on date of default, to be fixed by arbitration.

ing of a class subject to import duty, but by reason of an error in the invoice or a preference
 of Sellers shall pay interest at one per cent. over Bank Rate on the amount, if any, required to be
 paid by Buyers of a selection within 14 days of vessel's arrival, the Sellers shall refund forthwith to Buyers,
 if the Buyers shall have made the same, the amount of the interest so paid, less reasonable costs.

that purpose in accordance with the rules and regulations of the London Corn Trade Association in force
 at the time of the award, made by Arbitrators appointed by the London Corn Trade Association as above provided
 that, on giving such notice of appeal, payment of the following sum is made to the Secretary of the Association:

Buyer, as the case may be.

and as provided in the preceding paragraph, shall be passed on in due course by Sellers or Buyers as the
 case may be, in addition to the sum referred to in paragraph (b), such additional fees and expenses in respect to the hearing

Committee decide otherwise. The award of the Committee whether confirming or varying the original award
 shall be final and binding on the parties thereto.

known as Eye terms.
 on the appointment of Arbitrators or Umpires by the Executive Committee, or at the election by the Com-
 mittee of Arbitrators or Umpire or of the Committee of Appeal shall be questioned or invalidated
 by any award of Arbitrators or Umpire or of the Committee of Appeal (by reason of the provisions of the Contract) is to be considered as carrying

Appropriation.

Proof of
 Shipment
 Retention
 of
 Documents.

Marks.

Sea
 Damaged.

Sampling
 and
 Analysis.

"About".
 Default.

1. Notice of APPEAL
 days from date of Bill
 his House or Representative,
 or Agent, and at the same
 time, notices of appeal
 in the same Country,
 it shall be passed on
 later than 24 hours from
 receipt; if
 notices under this Clause
 particulars contained
 a written receipt of notice
 Invoice based on Bill
 Shipper's House, or Key
 Sellers to their Buyers
 notice or tender under
 London where tenders
 or invoices received after
 business day following
 charges, if any, incur
 the documents tender
 under reserve for error
 2. BILL OF LADING
 3. NOTICE TO
 business days exclusive
 NON-BUSINESS DAYS
 and the next week-day
 4. DIFFERENCE
 5. MARKS.—Any
 of contract, and the
 marks to be borne by
 6. SEA DAMAGE
 or to the Authority
 if the Wheat be unju
 7. SAMPLING AN
 without delay to the
 soon as practicable aft
 by the London Corn
 sample of convenient s
 The bags and their
 and their contents aft
 The same authorities
 Corn Trade Association
 One unsealed sample sh
 The sealed samples
 The analysis Fees,
 and half by Buyer.
 Neither the Associ
 damage to, any sample
 8. The word "ABO
 one per cent. on Contr
 9. DEFAULT.—If
 by letter or telegram,
 make good the loss, if
 such damages shall be
 respect of loss of prof
 having regard to any of
 (b) In case either
 or (being a company)
 liquidation whether ve
 creditors or winding up
 or telegram to the de
 directly to sell or purch

CONDITIONS AND RULES.

APPROPRIATION with Ship's name, date of last Bill of Lading and approximate quantity loaded shall within 10 days of Lading be cabled by the Shipper of the grain tendered under this Contract direct to his Buyer or his Representative or Agent in Europe and be passed on by his Buyer or by the said European House, or Representative or Agent to each subsequent Seller, to his Buyer within the said 10 days or in due course if received after that date. Notices received after the said 10 days shall be passed on by telegram if Sellers and Buyers do not reside in the same Town as the Shipper's notice be delayed beyond the said 10 days through any cause beyond his control. Notices to his Buyer by the Shipper's European House or Representative, or Agent in due course but in no case later than the arrival of Documents in Europe, and shall be passed on in writing by each Seller to his Buyer in due course. If Sellers and Buyers do not reside in the same Town all such notices shall be passed on by telegram. Notices given by telegram shall be confirmed by letter. On demand of Buyer, Seller shall give a copy of the notice of Appropriation received from his Seller, and Buyer shall, on demand, give to Seller a copy of the notice of appropriation. A valid notice of appropriation when once given shall not be withdrawn. Provisions of this Contract of Lading weight with Ship's name, marks, number of bags and date of Bill of Lading shall be sent to the Buyer in Europe to his Buyer within seven days after arrival of documents in Europe and by telegraph or otherwise respectively in due course after receipt. A notice of tender to the Broker or Agent shall be deemed to be received if made. The name of the original Seller shall be inscribed on each invoice. Any appropriation made after 5 o'clock p. m. or half-past twelve p. m. on Saturdays, shall be deemed to have been received on the following day. If shipping documents have not been sighted at time of vessel's arrival at port of discharge, landings shall be borne by Seller and allowed for in final invoice, unless the Buyer has refused to pay against documents as provided in payment clause in contract. All notices under this Clause shall be deemed to be received if made or delays in telegraphic transmission.

PROOF to be considered proof of date of shipment in the absence of evidence to the contrary. **TELEGRAPHIC DOCUMENTS** shall be given by the Buyer to Seller before 11-30 A.M. on the day of payment, not later than 4 P.M. on Saturdays when the time shall be 4 P.M. on the business day prior to date of payment. Sundays, Good Friday, Easter Monday, Whit Monday, the first Monday in August, Christmas and any other days proclaimed as Bank or General Holidays.

WEIGHTS shall be settled at the Contract price. Deviation of marks from the B/L or invoice not to be objected to so long as quality comes within tolerances and bags bear the *bona fide* mark of the Shippers. Any expense incurred in landing and assorting deviations shall be borne by the original Seller.

RECEIVER shall and first Seller may give orders to the Dock Company in whose Dock vessel discharges to sort by outward appearance. Water stained bags not caked or crusted shall be stabbled, and bags so damaged by sea water or condensation the same shall be received by Buyer as sound.

ANALYSIS—The sample bags selected from the Cargo in accordance with the Contract, shall be analysed by the London Corn Trade Association or to any person or Company appointed and authorised by them. On receipt thereof, the whole of the contents shall be passed through an approved machine, controlled by the London Corn Trade Association or by any Person or persons or Company appointed and authorised by them, and the contents selected for such analysing and sampling purposes to be deducted from final invoice, such deduction to be for Seller's account.

Persons shall from the portion of Wheat remaining, screen and seal samples and forward to the London Corn Trade Association one sample to be used for Standard purposes and one for each Receiver for Arbitration purposes. All samples sent to the Seller and to each Receiver for inspection of quality. Samples to be taken as correct and final in all cases, and shall be the only samples used for Arbitration purposes. Expenses together with any charges incurred in sampling or on samples sent for analysis, shall be paid half by Seller and half by Buyer.

Persons nor their officers shall be liable for any damages sustained by reason of the loss or destruction of, or damage to, samples sent to them, or in their custody.

QUALITY, when referring to Quality at time and place of shipment, shall mean the equivalent of one-half of the Contract price.

DEFAULT—In Default of fulfilment of contract by either party, the other, at his discretion, shall, after giving notice, have the right to sell or purchase as the case may be, against the Defaulter and the defaulter shall be bound to pay, on such purchase or sale on demand. In event of default by Seller entitling the Buyer to damages, the amount of such damages shall be based upon the actual or estimated value of the goods on date of default, to be fixed by arbitration unless otherwise provided in this contract shall entitle the Buyer to recover any damages sustained by him upon any Sub-Contracts made by himself or others unless the Arbitrators or Committee of Appeal shall otherwise direct. In special circumstances shall in their sole and absolute discretion award such damages. If a party shall suspend payment, or convene or hold a meeting of creditors, or commit an act of bankruptcy, or shall have a Receiver appointed by the Court or Debenture holders, or convene a meeting for or go into liquidation or otherwise (except a voluntary liquidation by a Solvent Company for the purposes of re-organising its business), he shall be deemed to be in default, and the other party shall, after giving notice by telegraph or otherwise, and notwithstanding any bankruptcy or liquidation (except as aforesaid) be entitled to demand payment, as the case may be, against the Defaulter and shall also be entitled to be paid, or to prove in liquidation or otherwise, for the loss, if any, or shall account for the profit, if any, occasioned by such sale.

APPENDIX VIII.
 THE INCORPORATED OILSEED ASSOCIATION.
 EXCHANGE CHAMBERS, ST. MARK LANE, LONDON, E. C. 3.
 CONTRACT FOR EAST INDIAN LINSEED.
 To U. K. Ports

1933,

Copyright, Pure basis—Sound Delivered. ... 3A.
 London 10
 1. this day the following
 Linseed, viz.—About tons say during
 tons (of 2,240 lbs. each) shipment from by steamer or steamers direct or indirect with or
 without transshipment. Via Suez Canal. per ton of 2,240

At lbs. net, delivered sound, ex-ship in including the usual 2½ lbs. B. twill bags, and/or 2½ lbs. heavy C bags at sellers' option at an allowance to the Buyers of one-half-penny per bag.

If bold Calcutta seed be appropriated, the Incorporated Oilseed Association shall decide whether the seed comes under the denomination of bold or not. The basis shall be 145 grains to the gramme, and any excess shall be allowed for at the rate of 0.15 per cent. off the Contract Price for Bold Seed for every grain over 145 up to 160. Over 160 to be considered as Ordinary Seed and to carry an allowance of 2½ per cent. off the contract price for Bold Seed.

If Bombay Linseed be appropriated the seed shall be warranted to contain not more than 25 per cent. of small grains, any larger proportion to be allowed for at the rate of .05 per cent. for every 1 per cent. of such excess; the percentage of small grains to be ascertained by the Incorporated Oilseed Association.

For the purpose of this contract the words steamer or steamers are intended to include any full powered primarily engine driven vessel.

Each shipment to be regarded as a separate contract.

Should any of the within mentioned quantity form part of a larger quantity of the same bulk or mark shipped on board the vessel by the same shipper in the same or a different period of shipment no separation or distinction shall be necessary.

Bill of Lading to be proof of date of shipment in the absence of evidence to the contrary.

2. Appropriation giving Steamer's name, date of Bill or Bills of Lading, and approximate weight shall be made by sellers in Europe (or their Agents) not later than 14 days from the date of the Bill of Lading. Any error proved to be due to a bona fide error in cable transmission may be rectified after receipt of documents. Appropriations from intermediate Sellers shall be accepted by Buyers although received by them after 14 days from date of Bill of Lading if from the 14th day such appropriations have been passed on without delay, and by wire if Buyers and Sellers do not reside in the same town. Further particulars with marks and number of bags shall be given within seven days of arrival of the documents in Europe. Should steamer report before appropriation and extra expenses be incurred, such expenses to be paid by the sellers. Buyers shall not object to slight deviations in marks so long as the seed can be identified on arrival as the bona fide parcel intended to be delivered on the declaration. Any expenses incurred in consequence of such marks not being in accordance with the declaration shall be paid by the sellers. When an appropriation is made of less quantity than 600 bags, an allowance of one shilling and six pence per ton to be made to the Buyers on such appropriation, but if the net weight delivered exceed 45 tons no allowance to be given. Provisional Invoices to be computed upon net shipping weights. For the purposes of this Clause the official closing hours of business shall be 5 p.m. on week days and 12 noon on Saturdays.

3. Payment to be made in London, on vessel's reporting in
by net cash, in exchange for shipping documents
and/or delivery order (the latter to be
countersigned by Banker, Shipbroker, Captain or Mate if so re-
quired) and policy or policies of insurance effected with approved under-
writers and/or approved letter of insurance, interest at 5 per cent., or at
Bank of England rate if over 5 per cent., at 10 A.M. on day of payment, to be
allowed for unexpired portion of prompt of 21 days from vessel's reporting.
The original Marine Insurance shall extend to goods in lighter during the ordi-
nary course of transit from ocean steamer to destination within the precincts of
the port for a period not exceeding 15 days. After the goods have passed into
possession of the buyers the Insurance documents shall be returned to
the Sellers if and when required. Buyers to have the power of
retaining a margin of 4 per cent. accounting for same on final settlement.
Should documents be retired before vessel's reporting at port of discharge, in-
terest to be allowed up to date of reporting at Bank of England rate on day
of arrival. Interest at 5 per cent. or at average Bank of England rate if over
5 per cent. to be paid on any balance due on final invoice from date of prompt
up to date of settlement. Notice to retire documents shall be given by Buyers
before 11-30 A.M. on day of payment, except on Saturdays when the time shall
be 10-30 A.M.

4. Should the sellers be prevented from delivering the seed sold, or the
Buyers from taking delivery, by reason of Riots,
or Strikes, or Lock-outs at the place named for
delivery, the time for delivery and payment shall be extended until the opera-
tion of the causes preventing delivery has ceased. Buyers to pay interest at
half Bank of England rate for said extension. A strike of the receiver's men
only shall not exonerate him from any demurrage for which he may be liable
if by the use of reasonable diligence he could have obtained other suitable
labour, and in case of any delay by reason of the before-mentioned causes, no
claim for damages for such delay shall be made by the receiver of the seed.

Should the shipment of the seed sold under this contract be prevented by
reason of strikes, riots, or lock-outs at spot of shipment, or on any railways
feeding such port, shippers shall be entitled at the termination of such riot,
strike, or lock-out, to an extension of time for shipment of as much time as
was left for shipment prior to the outbreak of such riot, strike or lock-out.

In case of non-fulfilment under above conditions, the date of default shall
be similarly dealt with.

Shippers shall give notice by cable within two days after the last day for
shipment if he claims an extension of time of shipment.

5. Buyers to be allowed 24 hours from vessel's reporting to lodge documents
and apply for delivery and the Company in
whose dock the ship discharges shall be ordered
by sellers to weigh 5 sound and undamaged bags
in every 100 as they rise from the ship and 2 in
every 100 shall be emptied to ascertain the tare (said bags being weighed to-
gether). Buyers to give the sorting orders and failing their so doing the seed
to be invoiced as sound, and sweepings to be for Buyers' account. Should the
seed be sorted the damaged shall be taken by Buyers with the following allow-
ances, viz.—1st class damaged at 4 per cent., 2nd class at 8 per cent., 3rd class
at 12 per cent., and lower class damages at a valuation, or by arbitration. Slack
bags to be weighed separately. Buyers to have the option of weighing the
whole of the bags and the sweepings at their own expense. If in Hull, the
Corporation Sworn Meters and Weighers to be employed, or the Dock Company,
at Sellers' option, and the certificate of those employed shall settle the weight to
be invoiced. Buyers to have the option, to be declared previous to ship's
reporting, of taking the Linseed all weighed, ex-quay or warehouse at Sellers'
option, at landing weights, paying all current charges; prompt to be 7 days from
seller's notice of being ready for delivery. The Dock Company—or if in Hull,
the Corporation Sworn Meters and Weighers, or the Dock Company, at Sellers'
option—shall be instructed to take a fair average sample of the bulk out of the
bags emptied for taring, and to seal and forward it to the Incorporated Oil
Seed Association, who upon such sample shall determine, by analysis, the
quantity and description of the substance other than Linseed contained therein.

Should there be no dock Company or Sworn Meters at port of discharge, samples (or sample) shall be taken and sealed jointly by Buyers' and Sellers' Agents, and shall remain under their mutual control and be deposited daily with the local Exchange Committee or similar Corporation, Harbour Master, or other independent party agreed upon (any charges incurred to be equally divided between buyers and sellers), and immediately after final discharge the whole set of samples shall be forwarded to the Incorporated Oil Seed Association. In the case of seed damaged by water samples of wet seed shall be drawn in sealed bags in the usual way for arbitration and if required by either party, duplicate samples of such wet seed shall be drawn in sealed bottles to be tested by the Incorporated Oil Seed Association for moisture content solely for the information of the arbitrators. The samples (or sample) when delivered to the Incorporated Oil Seed Association to become and be their absolute property; the charges for sampling, average weighing, taring, sorting and analysing to be divided between Buyers and Sellers. Port Dues, if any, to be for Buyers' account.

6. The percentage of admixture having been ascertained, non-oleginous substances shall be considered valueless, and oleginous as worth half the Contract price of the Linseed. The basis shall be pure Linseed and the Buyer shall receive an allowance equal to the percentage of admixture so ascertained. If the percentage of pure Linseed is less than 92, there shall be an additional allowance to the Buyer equal to the excess of the calculated allowance over 4 per cent.

7. Notice of Arbitration with particulars of claim and name of Arbitrator, to be given by party claiming arbitration within 21 days from date of ship's reporting the other party to name and instruct his Arbitrator within 7 days from receipt of such notice. Intermediate Buyers and Sellers to pass on all communications within 24 hours of receipt. Such arbitration to be held within 20 days from date of certificate of analysis, unless Buyers' and Sellers' Arbitrators, or Umpire, agree to extend the time.

8. This contract is to be void as regards any portion shipped that may not arrive by the ship or ships declared against this Contract and also if shipment or delivery be prevented by embargo, hostilities, prohibition of export or blockage; except that if owing to any cause beyond the control of the sellers the voyage be terminated at some port other than the original destination, the parcel must be transhipped promptly at the Sellers' expense and accepted by Buyers on the original tender.

9. In default of fulfillment of contract by either party the other party at his discretion shall after giving notice in writing have the right to sell or purchase as the case may be against the defaulter who shall make good the loss if any on such sale or purchase on demand. If the party liable to pay shall be dissatisfied with the price of such sale or purchase or if the above right is not exercised the damages if any payable by the party in default shall be settled by arbitration and such damages shall be limited to the difference between contract price and market price unless the default consists of a failure by a seller to tender documents after an appropriation has been made in which case in assessing damages Arbitrators may in their absolute discretion have regard to any loss of profit or any liability incurred by Buyer under any sub-contract he may be entered into. If either party shall suspend payment of his debts or commit any act of bankruptcy or being a Company shall have a Receiver appointed or go into liquidation voluntarily or otherwise (except a voluntary winding up of a solvent Company for the purpose of reconstruction) he shall be deemed to be in default and the other party shall after giving notice in writing as aforesaid and notwithstanding notice of any act of bankruptcy be entitled immediately to sell or purchase as the case may be against the party deemed to be in default and to recover against him or prove against his estate, whether wound up in bankruptcy or otherwise, any loss or shall account for any profit occasioned by or resulting from such sale or purchase.

10. Where a seller re-purchases from his buyer or from any subsequent buyer the same goods or part thereof, a credit shall be established as regards the particular goods so re-purchased, and the provisions of the Default Clause shall not apply.

Subject to the terms of the Cancellation Clause in the Contract if the goods are not declared, or having been declared documents are not delivered, the invoices based on 96 per cent. of the Contract quantity shall be settled between each buyer and each seller in the circle by a payment by each buyer to his seller of the excess of the seller's invoice amount over the lowest invoice amount in the circle. Such settlement to be made on the last day for tendering 21 days' interest at 5 per cent. per annum. Should any party in the circle suspend payment or become bankrupt, or make a composition with creditors, or being a company shall have a Receiver appointed or go into liquidation voluntarily or otherwise (except a voluntary winding up of a solvent Company for the purpose of reconstruction), the invoice amount for the goods, calculated as the market price on the last day for tendering, shall be taken as the basis of settlement instead of the lowest invoice amount in the circle, such market price to be fixed if necessary by an arbitrator or arbitrators appointed by the Executive Committee of the Incorporated Oil Seed Association. As between the buyers and sellers in the circle the non-delivery of documents by each seller to his buyer shall not be considered a breach of Contract.

11. Buyers and sellers agree that, for the purpose of proceedings, either legal or by arbitration, this contract shall be deemed to have been made in England and to be performed there, any correspondence in reference to the offer, the acceptance, the place of payment or otherwise notwithstanding, and the Courts of England or Arbitrators appointed in England, as the case may be, shall, except for the purpose of enforcing any Award made in pursuance of the Arbitration Clause thereof, have exclusive jurisdiction over all disputes which may arise under this contract. Such disputes shall be settled according to the law of England, whatever the domicile, residence, or place of business of the parties to this contract may be or become. Any party to this contract residing or carrying on business in a foreign country shall, for the purpose of proceedings, be considered as ordinarily resident or carrying on business at the Consulate in London of the country of his residence or place of business. Any party to this contract residing or carrying on business either in Scotland or Ireland or any Colony or Dependency of the United Kingdom, shall, for the purpose of such proceedings, be considered as ordinarily resident or carrying on business at the Office of the Incorporated Oil Seed Association, and being a party residing or carrying on business in Scotland shall be held to have prorogated jurisdiction, as against himself, to the English Courts, and being a party residing or carrying on business in Ireland, shall be held to have submitted to the jurisdiction, and to be bound by the decision of the English Courts. The service of proceedings upon a party residing or carrying on business in a foreign country, by leaving the same at such Consulate, and upon a party residing or carrying on business either in Scotland or Ireland, or in any Colony or Dependency of the United Kingdom, by leaving the same at the Offices of the Incorporated Oil Seed Association, together with the posting, in a registered cover, of a copy of such proceedings to the address abroad, or in Scotland or Ireland, or in any Colony or Dependency of the United Kingdom, of such party, shall be deemed good service, any rule of law or equity to the contrary notwithstanding.

12. All disputes from time to time arising out of this Contract, including any question of Law appearing in the proceedings, whether arising between the parties hereto, or between one of the parties hereto, and the Trustee in Bankruptcy of the other party, shall be referred to arbitration according to the Rules appended to this Contract, and this stipulation may be made a Rule of any of the divisions of His Majesty's High Court of Justice in Ireland on the application of either contracting party, for the purpose of enforcing an Award against a party residing or carrying on business in Ireland. Neither Buyers, Sellers, Trustees in Bankruptcy, nor any other person claiming under either of them shall bring any action against the other of them in respect of any dispute until such dispute has been settled by Arbitrators, Umpire, or Committee or Board of Appeal, as the case may be, and it is expressly agreed that the obtaining an Award from either tribunal, as the case may be, shall be a condition precedent to the right of either contracting party to take any legal proceedings against the other in respect of any claim arising out of this contract. All costs of or connected with the stating and argument of any Special Case for the opinion of the Court on any question of law arising in the course of the reference shall be borne and paid by the party requiring the same to be stated unless or except so far as otherwise determined by the Award to be made in the reference.

13 Should the time limited for doing any act or giving any notice expire on a Sunday, Public Holiday, or the Saturday before any Public Holiday which shall fall on a Non-Business Days Monday, or on any day which the Incorporated Oil Seed Association shall declare to be a non-business day, the time so limited shall be extended until the first business day thereafter.

Signature

RULES.

ARBITRATION.

I. Any dispute arising out of a contract embodying these rules shall be referred to arbitration in London, each party appointing one arbitrator, who shall be a member of the Association or a partner in a member's firm, or a director of a company represented by a member, and such arbitrators shall have the power to appoint an umpire, who shall be a member of the Association, or, a partner in a member's firm, or a director of a company represented by a member, whose decision in case of disagreement is to be final.

II. The arbitration fees to be paid by the party against whom the decision is given, except when allowances are fixed by arbitration on country damaged or on seed damaged during the voyage in such cases the fees to be equally divided, also in the other cases, where, in the opinion of the referees they should be so treated. All arbitration allowances for inferior quality shall be stated in percentages and in multiples of $\frac{1}{4}$ per cent. (one quarter per cent.), minimum $\frac{1}{2}$ per cent. (one half per cent.).

III. In the event of one of the parties refusing to appoint an arbitrator, or neglecting to do so for seven days after notice in writing of such an appointment by the other (such notice to be delivered personally or left at the usual place of business of the party so omitting to appoint), or in case the arbitrators shall not within seven days after their appointment agree to an award or appoint an umpire, or in case after the appointment of such arbitrators or umpire they or he or any of them shall die, or refuse to act, or become incapable of acting, and the party or parties with whom their or his appointment originally rested shall omit to appoint a substitute within three days after notice of such death or refusal, or incapacity, then upon application by either of the disputing parties, and provided the applicant at the same time pays to the Secretary of the Incorporated Oil Seed Association the sum of £2 2s. 0d., the Executive Committee shall appoint an arbitrator or arbitrators, or umpire, who shall be members or a member of the Association, to fill the vacancy or vacancies so arising.

IV. All awards by Arbitrators or an Umpire shall be in writing on an official form issued by the Secretary of the Association and the arbitrators or umpire shall have power to award the costs of and connected with the reference, and may assess the same at a fixed sum if they or he shall think fit.

V. In case either party shall be dissatisfied with the award a right of appeal shall lie to the Committee of Appeal of the Incorporated Oil Seed Association provided it be claimed by notice given to the Secretary of the Association not later than 12 o'clock noon on the 14th day after the date of the award (Sundays and public holidays during that period not to count) and provided also that the Appellant at the same time pays to the Association as a fee for the appeal the sums following viz.—If the appellant be a member or be a firm with one partner at least who is a member of the Association £21-0-0 and in any other case £25-5-0.

VI. The appeal shall be determined by a Board of Appeal consisting of four members of the Committee of Appeal of the Association in accordance with the Regulations of Association for the time being of the Incorporated Oil Seed Association, and the Rules of the Executive Committee for the time being in force. No member of the Committee of Appeal who has an interest in the matter of dispute or who has acted as arbitrator or umpire in the case and no member of the same firm or company to which either of the arbitrators or the umpire shall belong shall vote on the question of the appointment of members of the Board of Appeal or shall be appointed a member of the Board of Appeal.

VII. The parties to an arbitration or an appeal to the Committee of Appeal shall not be represented or appear by Counsel or Solicitor on the hearing of such arbitration or appeal unless in the sole discretion of the arbitrators, or umpire, as the case may be, or Board of Appeal, the case is of special importance or questions of law are likely to arise upon which the opinion of the High Court of Justice may be required.

VIII. The Board of Appeal shall confirm the award appealed from unless not less than three of the members of the Board of Appeal decide to vary such Award. The Board of Appeal may award the payment of the costs and expenses of and incidental to the appeal but the appeal fee shall follow the award unless three of the members of the Board of Appeal shall direct otherwise. The award of the Board of Appeal whether confirming or varying the original award shall be signed by two members of the Board of Appeal and countersigned by the Secretary of the Association and when so signed shall be deemed to be the award of the Board of Appeal and of the Committee of Appeal and shall be final and conclusive in all cases.

IX. No award by arbitrators or an umpire shall be questioned or invalidated on the ground that either of the arbitrators or the umpire is or was not qualified to act as provided in Rules 1 and 3 unless objection to his acting is made in writing before the hearing of such arbitration is begun and no award of a Board of Appeal shall be questioned or invalidated on the ground of any irregularity in the election of the Board of Appeal or of any of its Members or on the ground that any Member of the Board of Appeal was not eligible to serve unless objection is made in writing and established to the satisfaction of the Board of Appeal before the hearing of the Appeal is begun.

X. Any notice may be delivered personally or left at the place where the party to whom it is to be delivered is carrying on or (by reason of the provisions of the contract) is to be considered to be carrying on business.

APPENDIX IX.

List of Publications consulted in connection with the revision of the Handbook of Commercial Information for India.

- Report on the Census of India, 1931.
- Memorandum on Indian States, 1934.
- The Government of India Act, 1935.
- Annual Reviews of the Trade of India.
- Annual Statements of the Foreign Sea-borne Trade and Navigation of British India.
- Statistical Abstracts for British India.
- Agricultural Statistics of India
- Estimates of Area and Yield of principal crops in India.
- ✓ Index Numbers of Indian prices (Quinquennial).
- ✓ Wholesale prices of certain Staple Articles of Trade at selected stations in India (Quarterly).
- Monthly Statistics of the production of certain selected Industries of India.
- Monthly Statistics of Cotton Spinning and Weaving in Indian Mills.
- Monthly Survey of Business Conditions in India.
- Monthly Accounts relating to the Sea-borne Trade and Navigation of British India.
- ✓ Accounts relating to the Coasting Trade and Navigation of British India.
- Kathiawar Trade Statistics.
- Trade at stations adjacent to Land Frontier Routes.
- Raw Cotton Trade Statistics.
- ✓ Monthly Accounts relating to the Inland (Rail and River-borne) Trade of India.
- The Indian Trade Journals.
- International Year Book of Agricultural Statistics.
- The Reports on the working of the Scheme of Preferences resulting from the Trade Agreement concluded at Ottawa between the Government of India and His Majesty's Government in the United Kingdom for fiscal years 1933-34 and 1934-35.
- International Cotton Bulletin.
- Records of Geological Survey of India.
- The Indian Merchandise Marks Manual.
- Report of the Indian Delegation to the Imperial Economic Conference, Ottawa, 1932.
- Report of Indian Tariff Board (Cotton Textile Industry Enquiry) 1927.
- ✓ Report of the Indian Tariff Board regarding the grant of protection to the Indian Cotton Textile Industry 1932.
- Annual Statements of the Sea-borne Trade and Navigation of Burma.
- ✓ Report on Coconut Enquiry in India by Dr. J. S. Patel.
- Ceylon Trade Accounts.
- ✓ Reports of the Hides Case Enquiry Committee and Evidence Volume connected therewith.
- Reports of the Indian Tariff Board on the Iron and Steel Industry, 1927 and 1934.
- Report of the Royal Commission on Agriculture in India.
- ✓ Indian Customs Tariff Guide.
- ✓ Report of the Indian Tariff Board regarding the grant of protection to the Sericultural Industry, 1933.

- Reports of the Director of Industries, Bengal and Madras Presidency on Cinchona cultivation.
- Report of the Indian Tariff Board on the grant of protection to the Sugar Industry in India, 1931.
- Review of the Sugar Industry in India in 1933-34 by Mr. R. C. Srivastava.
- ✓ Indian Sea Customs Manual (1933 edition).
- The Commercial Products of India by Sir George Watt.
- Provincial Reports of the Departments of Agriculture.
- Indian Central Cotton Committee Report, 1933-34.
- Finance and Revenue Accounts of the Government of India.
- Indian Tea Statistics.
- Madras Fisheries Department Bulletin (No. 13).
- Provincial Forest Administration Reports.
- Indian Coal Statistics.
- Annual Reports of the Chief Inspector of Mines.
- United Kingdom Trade Accounts.
- Burma Supplement to the Indian Sea Customs Manual.
- Annual Reports of the Government of India on the Traffic in Opium and other Dangerous Drugs.
- Annual Memorandum of the Government of India on Excise (Opium) Administration in India (1931-32).
- Annual Report on the operation of the Opium Department.
- Government of India Note on production, consumption, import and export etc., of opium and other Dangerous Drugs in Indian States.
- Annual Reports of the Northern India Salt Revenue Department.
- Report of the Committee of the Indian Jute Mills Association for the year 1933.
- Annual Administration Reports of the Madras Fisheries Department.
- Report of the Indian Tariff Board on the Coal Industry, 1926.
- Report of the Indian Coal Committee, 1925.
- ✓ Indian Rubber Statistics.
- Large Industrial Establishments in India.
- ✓ Indian Coffee Statistics.
- Joint-stock Companies in British India and certain Indian States—Annual Report.
- Reports of the various Chambers of Commerce and Trade Associations.
- Reports by the Railway Board on Indian Railways.
- ✓ Report on Hemp Marketing in India by T. S. Sabina, 1931.
- Annual Report of the Imperial Council of Agricultural Research, 1932-33.

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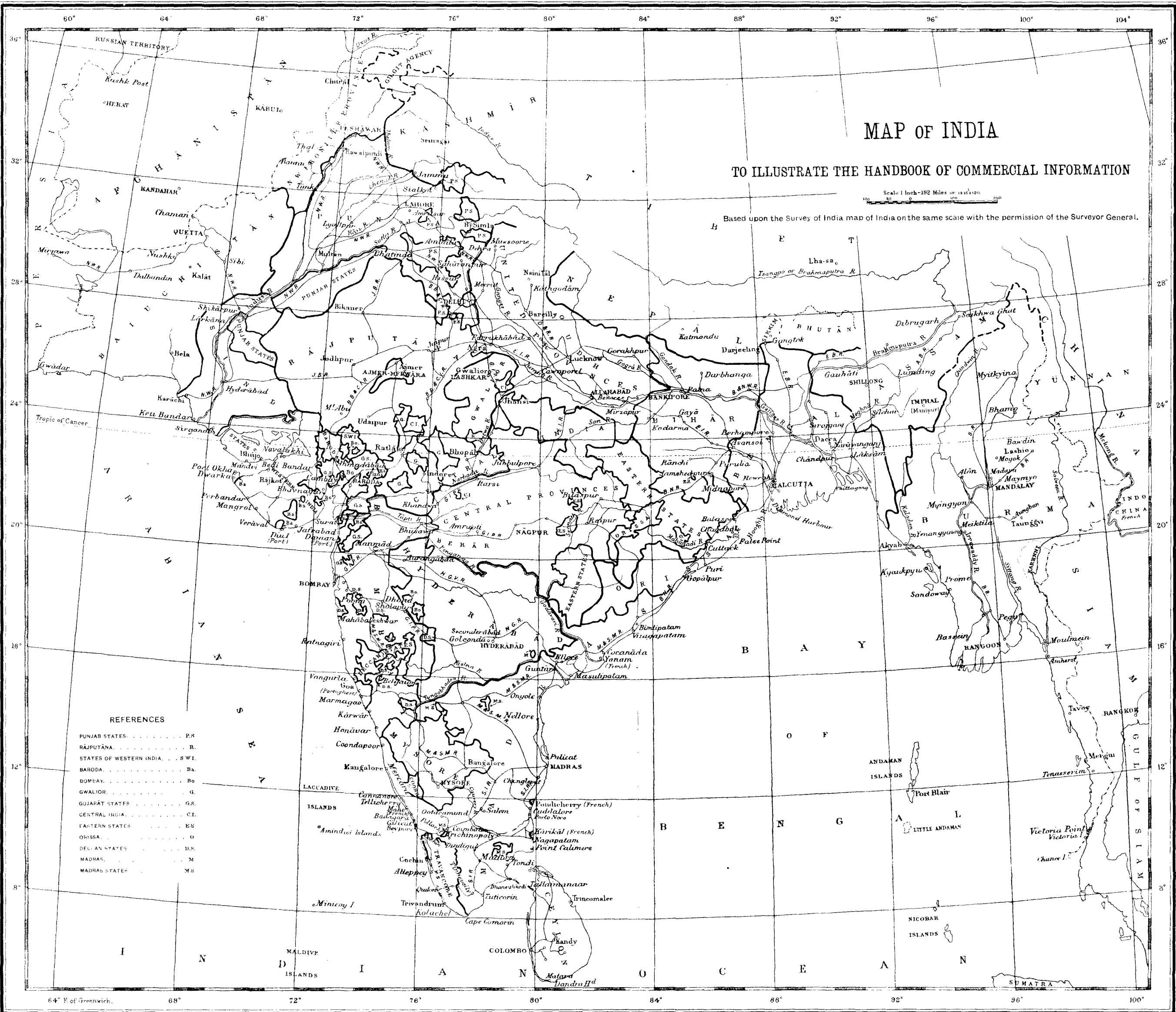
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