

THE



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THURSDAY, 3RD JULY 1890.

Separate paging is given to this Part, in order that it may be filed as a separate compilation.

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PART I.

Government Notifications, Appointments, &c.

NOTIFICATIONS.

REVENUE DEPARTMENT.

Bombay Castle, 14th June 1890.

No. 4147.—A Survey Settlement having been introduced under the provisions of Bombay Act No. V of 1879 into the below-mentioned villages belonging to the Siddápur Táluka of the Kánara Collectorate, it is hereby notified for general information that in exercise of the powers conferred by Section 102 of the said Act His Excellency the Governor in Council has been pleased to declare the assessments imposed under the said Settlement fixed for a period of 28 years commencing with the Revenue year 1890-91 and ending with the Revenue year, 1917-18 :—

- | | |
|----------------|------------|
| 1. Dánmáo. | 4. Bálgod. |
| 2. Singolmani. | 5. Begár. |
| 3. Lakabikeri. | 6. Kalkai. |

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| 7. Gubgod. | 32. Kibali. |
| 8. Máwinkod. | 33. Sememani. |
| 9. Ilhani. | 34. Hegnur. |
| 10. Honikomb. | 35. Karjgi. |
| 11. Huvinmani. | 36. Banagi. |
| 12. Chaparmani. | 37. Atimurd. |
| 13. Ojgar. | 38. Halegowri. |
| 14. Hádrimani. | 39. Hasargod. |
| 15. Sowinkop. | 40. Sarkuli. |
| 16. Háwinbil. | 41. Keregadi. |
| 17. Unchali. | 42. Tolgin-Sarkuli. |
| 18. Harigár. | 43. Manigar. |
| 19. Godalbil. | 44. Kanchikai. |
| 20. Hingar. | 45. Nirgan. |
| 21. Hársikatti. | 46. Umbalmani. |
| 22. Naligar. | 47. Bidarmani. |
| 23. Kupgar. | 48. Anleball. |
| 24. Harsimani. | 49. Ainbail. |
| 25. Kodsar. | 50. Bálisar. |
| 26. Mánikmani. | 51. Marur. |
| 27. Karkisaval. | 52. Hulundi. |
| 28. Hutgar. | 53. Tárisarv. |
| 29. Kowlkop. | 54. Hega. |
| 30. Muthali. | 55. Hegarni. |
| 31. Honihad. | 56. Hostot. |

57. Bālekop.	70. Bilegod.
58. Halibail.	71. Kowsla.
59. Nilkund.	72. Nirgod.
60. Mulgund.	73. Kodigadi.
61. Halihal.	74. Kadwadi.
62. Nandiyani.	75. Upadgadi.
63. Handiyanimath.	76. Negar.
64. Sivalmani.	77. Kaloli.
65. Hukli.	78. Halegubi.
66. Hutgar.	79. Kibali.
67. Tandagundi.	80. Kudegod.
68. Dodmani.	81. Talekeri.
69. Gijgani.	

Bombay Castle, 1st July 1890.

No. 4581.—The following rules framed with the sanction of Government by the Commissioner of Customs under Section 9, clauses (a) and (c), of the Sea Customs Act, 1878, prescribing and limiting the powers, duties and procedure of officers of Customs in respect of General Passes valid for the Ports of more than one Presidency, and in carrying out the provisions of the Act relating to vessels sailing under such passes are published for general information:—

Interpretation.

1. In these rules the word "Agent" shall include masters and owners.

The words "Notified Port" mean any foreign port regarding which it has been notified under Section 13 of the Sea Customs Act, VIII of 1878, that all goods imported from or exported to the same shall be treated as goods imported from or exported to Customs Ports.

The words "Foreign Port" shall include all foreign ports whether on the Continent of India or not, except those regarding which a notification has been issued as above.

The words "Dutiable cargo or dutiable goods" shall be held to mean—

- All goods shipped from foreign ports for Customs ports or notified ports, whether transhipped at any Customs or notified port or not;
- All goods specified in schedules 2 and 3 of the Tariff Act, XI of 1882, whether shipped from or to foreign ports or Customs ports or notified ports;
- All goods exported under claim for drawback or under bond for duty of Customs or Excise;
- All goods the importation or exportation of which is prohibited or restricted under Section 18 of the Sea Customs Act, or any other law for the time being in force.

The words "Free cargo or free goods" shall be held to mean all goods which do not fall within the above definition of dutiable.

General.

- The conditions on which every general pass issued for a coasting steam vessel shall be

granted, and the powers, duties and procedure of officers of Customs relating to vessels sailing under a general pass, shall be as hereinafter set forth.

3. (a) Every general pass issued in the Bombay Presidency for a coasting steam vessel shall be granted by the Collector of Customs, Bombay, under his own signature.

(b) It shall be in the form prescribed in Appendix A.

(c) It shall be terminable on the 31st July in each year, and shall be renewable by endorsement on application to the Collector of Customs.

(d) It shall be stated on the face of every general pass whether it is valid—

(1) For certain specified ports only; or

(2) For all Customs ports and notified ports throughout India.

(e) The pass shall remain in charge of the Commander or other responsible officer of the vessel for which it is granted.

(f) It shall be kept posted up in a conspicuous place on board, and shall be shown to any Customs officer on demand.

(g) A copy of these rules shall be furnished with each pass for the use of the ship to which it relates.

(h) The Agents or owners may choose at their option at which presidency the pass shall be taken out.

(i) The granting of a general pass shall not relieve the Agents of a vessel from any such provisions of the Customs Act, or of any rules for the time being in force under that Act, or of any such law for the time being in force as may be applicable to them.

(j) By applying for a general pass the Agents of a vessel bind themselves, should a pass be granted, to be responsible:

(1) That all port and light dues shall be paid and all duties short levied or refunds or drawbacks erroneously disbursed in consequence of errors or omissions in the cargo books, manifests or other documents they are required to keep or put in, shall be made good on demand; and further,

(2) That they shall deposit with the Collector of Customs a sum in cash or Government promissory notes amounting to Rs. 500 for each vessel, but not more than Rs. 3,000 for any one company's line, and

shall give him a general authority to recover from the said deposit all sums adjudged to be due from them, whether as dues, duties, recoveries, fees or penalties in respect of the vessel for which the pass is granted, or of any other vessel or vessels belonging to the same owners and also sailing under a general pass.

Nothing in this condition, however, shall be held to prejudice their right to appeal as provided by Section 188 of the Sea Customs Act, VIII of 1878, in any case in which they may consider themselves aggrieved by the Collector's decision.

4. (a) A Cargo book in the form B should be kept on board every steamer sailing under a general pass. The said Cargo book shall be kept in accordance with the requirements of Section 165 of the Sea Customs Act, VIII of 1878, and shall further show separately the dutiable and free cargo received at each port for each port, whether Customs or foreign. Cargo received for transshipment shall be shown as for the port at which transshipment is to take place, but the port of ultimate destination shall also be given.

(b) The keeping of the said Cargo book shall not be held to dispense with the presentation of manifests, except in so far as may be hereinafter provided.

The Agents shall be at liberty to add to the form prescribed any columns they may require to adapt it to their own purposes.

5. No general pass shall be held to exempt the Agents or masters of vessels sailing under a general pass from payment of any fees for special services or from any restrictions as to lading or discharge of dangerous goods imposed upon them by the rules of any port at which the pass is valid.

Lading and Clearance.

6. At all intermediate ports vessels sailing under a general pass may be entered outwards and shipping bills granted in anticipation of arrival.

At final ports the special permission in writing of the Collector will be required.

7. No goods except transshipment goods and passengers' baggage shall be received on board without a shipping bill. All shipping bills shall be in English; and at ports where there are no facilities for their preparation in that language, the Agents of the vessel shall be bound to provide for this requirement. Shipping bills shall be in the annexed form C. For free goods they shall be prepared in duplicate, printed in black and blue. For dutiable goods they shall

be in triplicate, printed in black, blue and red, with the word "dutiable" printed across in large type in red ink.

8. Free cargo may be shipped at any time, day or night, except on Sundays or holidays, without special permission or supervision: provided that no goods shall be shipped at night without supervision except such as have been water-borne for shipment during ordinary working hours.

9. Dutiable goods shall not be shipped except under Customs supervision. The original shipping bill shall be filed at the Customs House, and the duplicate shall accompany the goods on board. The triplicate shall be retained by the officer supervising the shipment, either at the wharf or on board, who, after endorsing upon it the particulars of the goods actually received on board, shall return to the Customs House for use in checking the vessel's export general manifest, as provided below.

10. The Agents shall cause the endorsements so made upon such triplicates to be copied on the duplicate shipping bills for dutiable goods, and shall also be responsible that the particulars of the free goods actually received on board are endorsed on the duplicate shipping bills relating thereto. Those for dutiable goods shall accompany the vessel; those for free goods shall be retained by the Agents for presentation with the export manifest.

11. Port clearance must be applied for during office hours, unless otherwise directed by the Chief Customs Officer, and at least four hours before the departure of the vessel, and must be sent on board before she actually leaves the port.

12. The export manifest shall be in the same form as is prescribed for the Cargo book by Rule 4. It must be put in by the Agents within five clear working days from the date of sailing, and must be accompanied by a duplicate prepared in separate parts one for each port for which goods have been shipped, and by the duplicate shipping bills for free goods endorsed with particulars of actual shipments as required by Rule 10.

13. After the original and duplicate have been compared and checked with the triplicate shipping bills for dutiable goods, and the duplicate shipping bills for free goods, the different parts of the duplicate manifest shall be sent by post, together with the corresponding duplicate or triplicate shipping bills, as the case may be, to the Customs Collector at the ports to which they respectively relate, and the original export manifests shall be retained for use in conjunction with the original shipping bills in recording export statistics.

Entry and Discharge.

14. Within 24 hours after arrival in any Customs port, final or intermediate, a duly authenticated extract from the Cargo book kept on board as required by Rule 4, showing all cargo, free or dutiable, to be discharged, whether for landing or transshipment at that port, shall be presented at the Customs House, together with the duplicate shipping bills referred to in Rule 9 for all dutiable cargo comprised in the extract which may have been shipped at Customs ports.

Extract from Cargo book to be presented on Customs House.

NOTE.—The form of the extract may be modified by the substitution of columns for record of presentation of bill of entry and final clearance of dutiable goods, for columns 7 and onward in the form of Cargo book.

15. At ports where the cargo is to be discharged direct on to a wharf, a duplicate of the extract from the Cargo book shall be furnished for use in checking the cargo as it is landed. When the cargo has to be discharged into boats, the duplicate copy may be dispensed with, but a boat note showing clearly all particulars necessary to the identification of the packages, and signed by a responsible officer of the ship, shall accompany each boat load ashore :

Extracts from Cargo book or boat notes to be furnished for checking discharge of cargo.

Provided that at ports of call where the extract from the Cargo book to be put in under Rule 14 or a list of the cargo is handed to the Customs officer on board, or accompanies the goods ashore, no boat notes or duplicate extract from the Cargo book need be insisted upon.

16. At ports in the Lower Provinces of Bengal and at ports in the Madras Presidency (the chief port of Madras excepted) discharge may be commenced as soon as the vessel drops anchor, when free cargo may be landed at any time, day or night, without special permission or supervision, but no cargo from any foreign port and no cargo from any Customs port, which was transhipped from a foreign port, shall be discharged except under the written authority of the proper officer of Customs.

Conditions as to discharge at certain ports in Bengal and Madras.

17. At ports in the Bombay Presidency discharge may be commenced as soon as the vessel drops anchor, and cargo, whether dutiable or free, may be landed at any time, day or night, except on Sundays and holidays, without special permission or supervision, except in respect of work at wharves where supervision may be necessary out of hours: provided that the Agents shall be responsible that dutiable cargo shall be covered by separate boat notes or lists if the cargo is discharged by boat and stacked separately on the wharf, and that it shall only be delivered on production of bills of entry duly passed by the Customs Department, and on payment of any duty that may be due upon them.

In the Bombay Presidency.

18. These bills of entry shall be in the usual form for goods imported by foreign-going vessels, and shall be granted upon the extract from the

Bills of Entry.

Cargo book filed at the Customs House as required by Rule 14, after check, if the goods are said to have come from a Customs port, with the shipping bills filed with the extract.

NOTE.—See note to Rule 14.

19. At the ports of Madras, subject to the right of the Master Attendant to regulate the boat traffic on considerations of weather, goods may be landed on the beach or at the pier at any hour between 6 A.M. and 6 P.M. or sunrise and sunset, but not afterwards, unless the cargo boats have left the ship's side by 6 o'clock P.M., in which case they shall be entitled to discharge at the pier up to 6 P.M. on Sundays and holidays as well as on ordinary work days. The Collector of Sea Customs may, at his discretion, extend the time for the landing of goods on good cause for granting the extension being shown. The regulated fees must be paid to the subordinates of the Customs and Marine Departments in accordance with the prescribed rules in consideration of the extra labour entailed, whenever they are called upon to work overtime or on Sundays and holidays under the orders of the officer in charge of the Customs House.

20. Except at ports in the Lower Provinces of Bengal free cargo may be removed by the owners as soon as it has been checked off on the extract from the Cargo book furnished for the purpose, or Cargo list, or boat notes, as contemplated in Rule 15; when the cargo has not been checked off on the original extract from the Cargo book, the Cargo list, duplicate extract or boat notes used for the purpose, as the case may be, shall be retained for subsequent comparison with the original extract from the Cargo book.

21. The Agents of the vessel shall be bound to account, on being called upon to do so, for all discrepancies both as to free and as to dutiable cargo, and to make all amendments necessary to secure the correctness of the documents put in by them.

22. The Agents shall further be bound to undertake that when the vessel touches at any foreign port in the course of any coasting voyage, a certificate under the signature of the Chief Officer of Customs at such port shall be despatched within 24 hours of her departure to the Customs Collector of every Customs port for which she has taken in cargo at such foreign port, giving number and description of packages, numbers and marks they bear, and a general description of their contents.

They shall also be bound to furnish to the Chief Customs Officer of any Customs port from which any goods may have been shipped under bond for Customs or Excise duty or under claim for drawback, for any foreign port, a certificate from the Chief Customs Officer of the said foreign port showing particulars of discharge of such goods.

and as to discharge of goods under bond or on drawback.

Conditions as to Transhipment applicable to all Ports elsewhere than in the Lower Provinces of Bengal.

23. All transhipment cargo to be discharged or received by a vessel sailing under a general pass shall be separately entered as such in the Cargo book of such vessel, and in the extract from the Cargo book, or the Export General Manifest to be put in under Rule 14 or 12 respectively, as the case may be.

Separate entry for Transhipment.

24. The particulars of all cargo discharged for transhipment shall be entered by the Customs officer on board the discharging vessel, or if there be no Customs officer, then by a responsible officer of the ship in a boat note or boat notes with counterfoils, and no such cargo shall be received on board without a boat note, which shall be endorsed by the receiving officer in the same manner as a shipping bill.

Discharge of Transhipment goods to be entered on boat notes with counterfoils.

Separate boat notes shall be given for free and dutiable goods respectively, those for the latter being rendered readily distinguishable by having the word "dutiable" printed across the face in large type in red ink.

Distinct for free and dutiable goods respectively.

25. The counterfoils shall be sent to the Customs House before the vessel sails, and shall be afterwards checked with the inward extract from the Cargo book, put in by the discharging ship under Rule 14, and if the goods are from a Customs port or Indian foreign port, with the export manifest and shipping bills, or the certificate of shipment, received from such port as provided by Rules 12 and 22.

Counterfoils how to be dealt with.

26. The boat notes shall also be sent ashore and shall be presented by the Agents of the receiving ship in support of the Export General Manifest to be put in by them after the vessel's departure, as provided by Rule 12. If the goods covered by them are for a Customs port, they shall, after the Export General Manifest has been checked, be forwarded as accompaniments with the duplicate manifest to the port of destination. If the goods have been shipped at a Customs port, the shipping bills relating to them, received from the port of shipment, shall be sent on with the boat notes and the duplicate of the export manifest to the port of destination.

Boat notes to be presented by Agents.

27. Free goods may be transhipped as above without supervision. Dutiable goods shall not be transhipped unless otherwise directed by special order in writing, except in the presence of an officer of Customs, who shall fill in the boat notes and counterfoils required by Rule 24.

Supervision and order necessary to transhipment of dutiable goods.

28. If any cargo on which duty has to be recovered at the port of discharge shall have been transhipped for any Customs port, the master of the receiving vessel shall, before he sails, present to the Customs officer on board a list in duplicate of all such cargo received by

Lists of transhipped goods by receiving vessel.

him for each such port. The Customs officer after verifying the lists shall retain one copy and return the other to the master for presentation on arrival to the Customs authorities at the port of destination.

In the case of dutiable transhipment goods from a Customs port the duplicate shipping bills brought on by the discharging vessel shall be transferred to the master of the receiving vessel with the copy of the transhipment list of goods on which duty is to be recovered, for presentation at the Customs port of discharge.

29. Transshipments of dutiable goods from foreign-going vessels shall be subject to general rules as to liability to fees and necessity for tranship-permits before transhipment is allowed.

30. The foregoing conditions 23 to 29 are not applicable to ports in the Lower Provinces of Bengal. At those ports goods for transhipment shall be subject to the following conditions:—

Notification by the Government of Bengal, dated 26th November 1883.

"1. Applications for the transhipment of free goods should be presented to the proper officer of Customs before 3 P.M., and such goods will be allowed transhipment under the pass issued, without any charge.

"2. Applications for the transhipment of dutiable goods should be presented to the proper officer of Customs before 3 P.M., on the day prior to that on which the transhipment is required, accompanied by the fees payable under Section 133 of the Act, on the following scale for the Port of Calcutta:—

For each transhipment between the hours of 8 A.M. and 5 P.M.—

	Rs.	a.	p.
On packages not exceeding 50 in number, each	0	4	0
On every ten or less than ten packages in excess of 50	1	0	0

"3. When transshipments of dutiable goods are not completed before 5 P.M., an additional fee of Rs. 4 will be charged.

"4. Chittagong.—The transhipment fees payable on dutiable goods are as follow:—

	Rs.	a.	p.
For single packages. 0 8 0 per package.			
For goods in bulk. 6 4 0 per maunds."			

Notice by the Collector of Customs, Calcutta, dated 27th June 1882.

"Until further notice the transhipment of free goods will be allowed without the attendance of a preventive officer and without any charge. It will still, however, be necessary to obtain the permission of the Collector of Customs for transhipment under Section 128 of Act VIII of 1878.

"2. Unless it is clearly shown by the manifest or other document produced that the goods to be transhipped are free goods, they will, for the purpose of transhipment, be treated as dutiable goods, and fees charged accordingly.

"3. In the case of free goods, as soon as the transshipment is completed, the transhipper should return the pass to the Collector of Customs with an endorsement showing the number of packages transhipped, and the marks and numbers of the packages, if any, short transhipped.

"4. In the case of dutiable goods, the fees for transshipment will be the same as heretofore, with the exception that the extra fee of Rs. 4 per diem for work after the first day will not be charged so long as the regulation working hours from 8 A.M. to 5 P.M. are not exceeded.

"5. There will be a special form of transshipment pass for free goods, the present form being used for dutiable goods."

Stores.

31. No stores shall be transhipped from any foreign-going vessel to any vessel sailing under a general pass except with the permission of the proper officer of Customs.

Passengers' Baggage.

32. Passengers' baggage may be shipped and discharged at any time without supervision or restriction except as regards baggage shipped at foreign ports. It will be the duty of the master to enter all such baggage in his Cargo book and extracts therefrom to be presented under Rule 14, and to see that no such baggage is landed out of hours at any Customs port unless it has been passed by a Customs officer on board.

APPENDIX A.

Form for General Pass.

This General Pass is granted to the S. S. _____
of _____ Register No. _____ Tons _____, belonging to _____

under the provisions of Section 164 of the Sea Customs Act VIII of 1878.

This Pass shall be in force until the 31st day of July 189 , inclusive, subject to the power of revocation vested in the Chief Customs Authority of this Presidency by Clause 3 of the said Section, and to the due observance by the Master, Owners or Agents, of all obligations imposed upon vessels sailing under a General Pass for the time being in force, and of all the conditions on which this Pass is granted and which are more particularly set forth in the (printed) statement thereof herewith delivered, and shall, so long as it is current, entitle the said S. S. _____ to the benefit of all facilities provided by such rules for entry and lading, discharge and clearance at all ports for which it is valid, as specified below.

Provided that this Pass shall not be valid for any voyage or voyages which the said S. S. _____ may make otherwise than as a regular coasting vessel during the period of its currency.

Dated,

189 . }

Collector of Customs.

Extended to 31st July 189 .

Collector of Customs.

Ports for which this Pass is valid.

All Customs Ports throughout British India,

or

All Customs Ports throughout

the { Presidencies of
.....and
.....

or

Bombay,

Karwar,

Tellicherry, &c. (specifying them by name).

Collector of Customs.

APPENDIX B.

Form of Cargo-book prescribed by Rule 4.

S. S. _____, Tons, _____ Register No. _____ Master
 _____, under _____ colors, Voyage No. _____, sailed from
 _____, on the _____ 189, for _____

No. and Date of Shipping Bill or other authority for Shipment.	Marks and Number of Packages.	DESCRIPTIONS OF CONTENTS.		Shipper's Name.	Consignee's Name.	Port for which shipped.	DATE OF		Remarks.
		Dutiable as defined in Clause 1 of the Rules.	Free as defined in Clause 1 of the Rules.				Shipment.	Delivery.	
1	2	3	4	5	6	7	8	9	10

EXPLANATIONS.

The name of each port at which cargo is shipped to be written across the form, and below it the names of each port for which cargo has been shipped with particulars of the cargo shipped to be entered.

Column 9 to be filled in when cargo is discharged.

Export General Manifest to be in the same form as the entries under each port of shipment, with the addition of such columns as may be prescribed for registration purposes by local authorities.

Import General Manifest or Extract required under Rule 14 for each port to be in the form of a collection of entries of cargo shipped for that port under the various ports of shipment headings, with the addition of such columns as the local authorities of each Presidency may prescribe for clearance or registration purposes.

Transshipment goods to be indicated by a note in the column of Remarks.

APPENDIX C.

Form of Shipping Bill.

Entry of Goods exported by _____ from _____ per
 under _____ colors to _____

1	2	3	4	5	6	7		8
Marks.	Number and Kind of Packages.	Description of Goods.	Weight or Quantity.	Market Rates for Value.	Market or Real value under Section XXIX of Act VIII of 1878.	DUTY RECOVERED, IF ANY.		Remarks for the Guidance of Customs Officer at the Port of Discharge.
						Rate.	Amount.	

EXPLANATIONS.

Any additional columns or endorsement forms required for purposes of registration, check, transfer, &c., by local usage may be added under the orders of local authorities.

In shipments of free goods, columns 7 and 8 may be left blank.

An additional column may be opened for specifying the class of goods to be shipped, namely, warehouse or drawback goods, goods exported under special rule of restriction, country goods subject to duty, and country goods free of duty.

No. 4591.—In exercise of the powers conferred by Section 216 of the Bombay Land Revenue Code, 1879, His Excellency the Governor in Council is pleased to authorise the extension of the provisions of Chapters VIII and IX of the said Code to the village of Ganje in the Jávli Táluka of the Sátára District.

No. 4592.—Under No. 68 of the rules framed by Government under Section 214 of the Land Revenue Code, Bombay Act V of 1879, His Excellency the Governor in Council is pleased to direct that the amount of fine leviable under the said rule on any lands within the undermentioned limits shall be fixed by the Collector of Dhárwár in his discretion at rates not exceeding those named in column 5 :—

District.	Táluka.	City, Town or Village.	Limits to which the Notification applies.	Amount of fine leviable per Acre.
1	2	3	4	5
Dhárwár	Hubli	1 Keshavapur ..	(1) Within a radius of half a mile from the Hubli Railway Station.	1,000
		2 Nágshettikop..		
		3 Madinaikanarlikutti.		
		4 Marian Timságar.		
		5 Dominápur ..	(2) Beyond the above limits and within a radius of one mile from the Hubli Railway Station.	500
		6 Yellápur ..		
		7 Ayodhya ..		
		8 Krishnapur ..		
		9 Náráyanapur ..		

No. 4595.—Whereas it appears to the Governor in Council that land is required to be taken up by Government in the Mahábaleshvar Five-Mile Ring for a public purpose, viz., for forest, in the village of Dahyat, táluka Wái in the Sátára District; it is hereby declared that for the above purpose land as shown below is required in the aforesaid village of Dahyat :—

Name of Village.	Survey No.	Area.
		A. g.
Dahyat	78	105 25

Boundaries.

North.	South.	East.	West.
Survey Nos. 9, 79, 89 and 77.	Awakoli and Gureglur.	Boregaon ...	Waraye.

This declaration is made, under Section 8, Act X of 1870, to all whom it may concern, who are hereby warned not to obstruct or interfere with persons employed on the land.

Bombay Castle, 2nd July 1890.

No. 4593.—The following Notification by the Government of India is republished :—

“HOME DEPARTMENT.

PUBLIC.

Simla, the 20th June 1890.

No. 1191.—In exercise of the powers conferred by section 5 of the Indian Explosives Act, 1884, the Governor-General in Council is pleased to direct the substitution of the following Rule for Rule 6 (vi) of the Rules to regulate the transport

* Republished at pages 511 to 518 of Part I of the *Bombay Government Gazette* of the 30th June 1887.

and importation of explosives, published in Home Department Notification No. 1417,* dated the 24th June 1887 :

Subject to the exception provided for in clause (c), no explosive shall be conveyed by passenger train except of the kinds and in the manner herein-after specified in this rule :

- (a) Safety cartridges and percussion-caps and safety-fuze (for blasting), also fog-signals for railway use, which may be conveyed in ordinary wagons or carriages.
- (b) Dynamite which may be carried in the form of cartridges up to the limit of 5 lbs., provided that no detonators are carried in the same compartment.
- (c) Detonators which may be carried to the number of 200, provided that in no case the amount of fulminate of mercury in the package or packages containing the detonators exceeds in the aggregate 3 oz. (a certificate to this effect being given by the Company, firm or person tendering the detonators for transport or by its or his Agent), provided also that no dynamite is carried in the same compartment.
- (d) Sporting gunpowder or non-safety cartridges packed in double cases as before provided, so long as the gunpowder is contained in one-pound tin canisters packed in a stout wooden case with an outer covering of tin or zinc completely spark-proof, or in metal-lined cases of a pattern approved by the Railway Administration. But no outer case shall contain more than 25 lbs. of gunpowder, and the total consignment of gunpowder or non-safety cartridges by one train shall not exceed 80 lbs.
- (e) Explosives may be carried by mixed trains on any line on which goods trains are not running, subject to the conditions that not more than one vehicle containing explosives is forwarded at any one time by a mixed train; that the precautions prescribed for conveyance by goods trains are observed; and that directly a wagon containing explosives arrives at a section on which goods trains are running, it is detached from the mixed train.

(Signed) C. J. LYALL,
Offg. Secretary to the Govt. of India.”

By order of His Excellency the Right Honourable the Governor in Council,
J. NUGENT,
Chief Secretary to Government.

PUBLIC WORKS DEPARTMENT
(RAILWAY.)

Bombay Castle, 1st July 1890.

No. 27.—The following Resolution, No. 2341 dated 12th May 1890, by the Government of India in the Department of Finance and Commerce is republished for general information :—

“No. 2341.

GOVERNMENT OF INDIA.

FINANCE AND COMMERCE DEPARTMENT.

STATISTICS AND COMMERCE.

Statistics.

RESOLUTION.

Simla, the 12th May 1890.

READ—

Office Memoranda from the Legislative Department, Nos. 551 and 625, dated the 19th and 28th March 1890 respectively, transferring for disposal—

- (1) A letter from the Bombay Chamber of Commerce, dated the 11th February 1890, urging legislative action on its proposal that railway receipts should be recognised as negotiable and transferable instruments, carrying a title to property in the same way as bills of lading;
- (2) A letter from the Madras Chamber of Commerce, dated the 25th February 1890, and a memorial from the leading native merchants and commission agents in Bombay, supporting the proposal.

RESOLUTION.—Considering the strong expressions of opinion in support of the proposal contained in the communications cited above, and the equally strong opinions adverse to it which have been received by Government, it seems desirable that the question should be again fully considered by the mercantile community generally. For this purpose the papers on the subject have been printed in convenient form, and copies of the collection should be transmitted to all Local Governments, and published in view to eliciting as wide an expression of public opinion as possible on the question at issue. The Government of India also wishes to obtain the opinion of Local Governments and Administrations.

ORDER.—Ordered, that copy of the foregoing Resolution and of the collection of papers be transmitted to all Local Governments and Administrations, and to the Public Works and Legislative Departments.

(Signed) J. E. O'CONOR,

Assistant Secretary to the Government of India.

GOVERNMENT OF INDIA.

FINANCE AND COMMERCE DEPARTMENT.

Enclosure to Resolution No. 2341 of 1890.

Proposal that railway receipts should be declared to be transferable and negotiable instruments, carrying a title to property like bills of lading.

1. This proposal was first made by the Bombay Chamber of Commerce in a letter addressed to the Legislative Department of the Government of India. The Chamber's proposal was afterwards supported by the Chambers of Madras and Bengal. The letters of the Chambers are printed below.

No. 1.] I am directed by the Committee of the Chamber to represent to Government the unsatisfactory condition of the existing law relating to railway receipts in India with the hope that His Excellency the Governor-General in Council may see fit to initiate such legislative action as may be necessary, not only to regulate more definitely than at present the respective rights and liabilities of the public and the various Railway Administrations under these documents, but also to render them transferable and negotiable instruments, carrying a title to property in the same way as bills of lading.

*Bombay Cham.
dated the 10th N
ember 1886.*

Of late years the use of railway receipts has been so widely extended that they have become practically indispensable to merchants as a basis on which to finance the rail-borne trade of the country, and for that purpose a practice has grown up of utilising them in the same manner as bills of lading by attaching them to drafts as collateral security. So long as all parties to the transactions so financed continue solvent and adhere to the spirit of their contracts, the system works well; but a few months ago the failure of a number of dealers engaged in the

grain trade between Bombay and the interior showed the danger involved. Merchants who had paid for produce in transit on the security of the railway receipts found it impossible to obtain possession of it, while, in one instance at least, a Railway Company who had delivered a consignment to the holder of the receipt was held by the Court liable to the consignor for the value.

The risks attendant on dealing with railway receipts as carrying a title to property having thus been fully exposed, their use has latterly been in some measure restricted; but even now, with a full knowledge of the danger incurred, merchants find it impossible to entirely dispense with them, and there is little doubt but that in the keen competition of business they will at no distant date be restored to their former position, only to lead to fresh trouble and disaster when their powers of security again come to be tested. The simple fact is that the distances in India over which merchandise has to be transported by rail are so great, and the time occupied in transit is so long, that without the means of finance which railway receipts are made to afford all but the largest firms, with exceptional monetary resources, would be precluded from trading. In other words, as the law now stands, the issue lies between a restricted trade, or one based on inherently unsound conditions, while by conferring on railway receipts the powers and rights pertaining to bills of lading both drawbacks could be entirely obviated.

My Committee are so strongly convinced of the advantages to be derived from such a change in the law as they have indicated, that they consider only very serious objections should be allowed to stand in the way of immediate legislative action; and these, so far as they are able to judge, do not exist. Before approaching Government on the subject, they deemed it advisable to acquaint themselves as fully as possible with the legal aspect of the question, and they desire me to submit, for the information of Government, a copy of the opinion expressed by the Solicitors to the Chamber, Messrs. Craigie, Lynch & Owen of this city. This, it seems to the Committee, so clearly demonstrates the absence of any legal difficulty, that they feel justified in asking that Government may be pleased to give the matter the earliest possible consideration, and either by framing an amendment to the Indian Contract Act or the Bills of Lading Act (IX of 1856), or passing a Railway or Inland Carriers Receipts Act, remedy what is undoubtedly a defect in the law from a commercial point of view, and detrimental to the interests of the general community.

Opinion of the Solicitors referred to in the Bombay Chamber's letter.

No. 2.] We beg to state, as requested by you, our opinion on the advisability of the Chamber's addressing Government "with a view to obtaining such alteration or modification of the law as to render railway receipts transferable and negotiable instruments, carrying a title to property in the same way as bills of lading."

Whilst expressing our opinion in the matter, we understand that we are desired to point out the distinctions which exist in law between bills of lading and railway receipts, as also the causes for the existence of such distinctions, and the reasons which may occur to us for or against invoking the interference of the Legislature in order to place railway receipts on the same footing as bills of lading.

As regards the distinctions existing between bills of lading and railway receipts, it seems obvious that both documents in their origin or primary significance are of similar import; that is to say, both are receipts given by carriers acknowledging that goods have been entrusted to them for carriage or transport, in the one case by land, and in the other by water.

Further, both documents usually include (together with the acknowledgment of receipt of the goods for carriage from one specified place to another) the terms and conditions upon which the goods are to be carried and delivered.

So far, therefore, a bill of lading and a railway receipt resemble each other.

As to their respective special or distinctive characteristics, we will now take each document separately, and, first, as to

THE BILL OF LADING.

Its most valuable features are:

- (1) that it is negotiable and transferable by endorsement and delivery or transmission:
- (2) that endorsement and delivery or transmission of the bill of lading transfers the property in the goods to the endorsee (in the absence of a contrary intention on the part of endorser and endorsee):
- (3) that it may be endorsed either specially or in blank:
- (4) that the holder of a bill of lading may by negotiating, endorsing or transferring the same to a *bona fide* transferee defeat the vendor's right to stop *in transitu*.

The above special characteristics were not conferred upon bills of lading by any legislative enactment, but were brought into use by merchants, and continued in use until they became of established custom, and so acquired the force of law.

In England this custom of merchants in regard to bills of lading was recognised by the courts of law at a very early period, although such recognition was not perhaps a matter of clear authoritative record until the year 1793, when, by the decision of the leading case of *Lickbarrow v. Mason*, the existence of the custom of merchants in regard to bills of lading was placed beyond the limits of contention, and the principle that a vendor's right of stoppage *in transitu* is defeated by the *bona fide* assignment of a bill of lading by a consignee to a third person for valuable consideration was definitely established.

The custom of merchants in regard to bills of lading also received the recognition of the Legislature by the Act XVIII and XIX Viet., Cap. 3 (commonly called 'the Bills of Lading Act').

The preamble of that Act recognises that by the custom of merchants, the endorsement of a bill of lading *may* pass the property in the goods to the endorsee, and the Act then provides that every consignee named in a bill of lading, and every endorsee thereof to whom the property in the goods therein mentioned shall pass by reason of the endorsement, shall have transferred to and vested in him all rights of suit, and be subject to the same liabilities as if the contract contained in the bill of lading had been made with himself.

The Act also provides that nothing therein contained shall affect any right of stoppage *in transitu*, or any right to claim freight against the original shipper, owner, or any liability of the consignee or endorsee by reason or in consequence of his being such consignee or endorsee, or of his receipt of the goods by reason or in consequence of such consignment or endorsement.

And the Act, lastly, provides that every bill of lading in the hands of a consignee or endorsee for valuable consideration shall be conclusive evidence of the shipment of the goods therein mentioned as against the master or other person signing the bill of lading, notwithstanding that such goods, or some part thereof, may not have been shipped, unless the holder of the bill of lading shall have had notice at the time of receiving the same that the goods had not been in fact laden on board. The only exception or reservation is that of the master or other person signing the bill of lading being able to show that the goods, or part thereof, had not been laden on board owing to default on his part, and that their non-shipment was due to fraud on the part of the shipper or holder of the bill of lading.

It being considered, as we presume, that this Act did not extend to India, its provisions have been made applicable to India by Act IX of 1856, which is word for word the same as the English Bills of Lading Act.

It will be noticed that in the preamble to the Bills of Lading Act, it is affirmed that the endorsement of a bill of lading *may* pass the property in the goods; and as to this it remains to be stated that such endorsement does not of *necessity* operate in every single case without exception to 'pass the property,' and will not pass the property within the meaning of the Act in cases where it is the actual or implied intention of the parties that the property shall not pass.

As, for instance, where the shipper of goods, having endorsed the bill of lading in blank, deposits the same with his bankers by way of *security* for money advanced.

The law in such case has been clearly laid down in a recent decision of the Court in England (*Burdick v. Sewell*, 10 Q. B. D., 365; 13 Q. B. D., 159; and 10 Ap. Ca., 74).

As regards right of stoppage *in transitu*, section 102 of the Indian Contract Act provides that the right of stoppage ceases if the buyer, having obtained a *bill of lading*, or *other document showing title to goods*, assigns it, while they are in transit, to a second buyer, who is acting in good faith, and who gives valuable consideration for them.

And section 103 of the same Act further provides that where a *bill of lading* or *other instrument of title* to any goods is assigned by the buyer of such goods by way of pledge to secure an advance made specifically upon it in good faith, the seller cannot, except on payment or tender to the pledgee of the advance so made, stop the goods *in transitu*.

(It may be remarked parenthetically that if the words 'other document showing title to goods' and 'other instrument of title' included railway receipts, these would, of course, secure the benefits or immunities conferred by the sections above referred to. We shall state further on our reasons for considering that 'railway receipts' are neither 'documents' nor 'instruments' of title within the meaning of those sections.)

Lastly, section 108 of the Indian Contract Act provides that no seller can give to the buyer of goods a better title than he has himself, except in certain cases; and one of those cases is that when any person is by consent of the owner in possession of a bill of lading, he may transfer the ownership of the goods to which such bill of lading relates to any other person, and give such person a good title thereto, notwithstanding any instructions of the owner to the contrary, provided that the buyer acts in good faith, &c.

It will be seen from what we have above stated that the position of bills of lading as to their negotiability, and in other respects, is clearly ascertained and defined by law both in England and in India; but turning now to

RAILWAY RECEIPTS,

it will be found that the case is altogether different, their position and effect being ill-defined and ambiguous with reference to negotiability, and with reference to the right which they confer as between the holder or endorsee and the carrier and consignor.

In the first place, if any custom of merchants has grown up, whether in England or in India, in relation to the negotiability or otherwise of railway receipts, such custom has never, we believe, been established in a court of law.

Next, there is not any Act of the Legislature, either here or in England, which defines or recognises any status or effect on the part of railway receipts in regard to negotiability or otherwise.

Speaking generally, and subject to what is hereafter stated, a railway receipt is—

- (1) neither negotiable (in the legal sense of the word),
- (2) nor capable, when endorsed, of passing the property in goods,
- (3) nor is it when in the hands of a *bonâ fide* endorsee for valuable consideration of effect to defeat the consignor's right to stop in transit.

It is true that so far back as the year 1833 (in the case of *Hall v. Griffin*, 10 Bing., 246), it was held by the court sitting in Banc that the delivery of a wharfinger's receipt upon an advance of money 'was a symbolical transfer of the property, and might be considered the same as if the goods had passed from hand to hand;' and this case was in recent times relied upon by the plaintiff in a suit brought in Calcutta against the East Indian Railway Company. It

Eagleton v. the East Indian Railway Company, 8 B. L. R., 581.

was there argued on the plaintiff's behalf, upon the authority of the case of *Hall v. Griffin*, that a railway receipt is customary evidence of title, and that although it may not have the full power of a bill of lading, yet that it is an instrument which confers upon the holder thereof a right to deal with the goods.

The Court of Appeal (Couch, C. J., and Macpherson, J., reversing the decision of the lower court) seem to have approved the ruling of *Hall v. Griffin*, and to have considered it applicable to a railway receipt, and it was held that the Company was bound to deliver the goods to the holder of the receipt, notwithstanding a request to the contrary on the part of the consignor.

But in that case not only had the receipt been sent by the consignor himself to the holder for the purpose of enabling him to receive the goods, but it also appears that the goods were delivered to, and accepted by the Railway Company for the express purpose of being sent to the plaintiff, and therefore the Court held that the property and right to possession passed to the holder of the receipt, and that the consignor could not revoke the authority which he had given to the holder to receive the goods.

And in the case of *Hall v. Griffin* not only was the receipt of the wharfingers at Stockton (whence the goods were to be despatched to London) handed to the claimant of the goods, but the consignor also addressed and ordered his agents (also wharfingers) in London to deliver the goods upon arrival to the receipt holder, and further those agents promised to deliver the goods to him on arrival.

It follows, in our opinion, that so far as this case and the Calcutta case decided that property in goods passes by transfer of a wharfinger's or railway receipt, they only so decided, having regard to special circumstances which had happened in each case, and not that they decided as a general principle that the passing of the property was a matter inherent in all cases to the delivery or transfer of a wharfinger's or railway receipt.

And neither case can be regarded as an authority to show that the endorsement of a railway receipt to a third party for valuable consideration will protect the holder from consignor's right of stoppage *in transitu*.

With the exception of the cases above referred to we are not aware of any reported decisions bearing upon the effect of the transfer or endorsement of a railway receipt.

In a case lately disposed of by the Bombay High Court (*Gunesh Shaudiram and others v. the Bombay Baroda and Central India Railway*) the Company had, notwithstanding objection notified to them by the consignor, delivered the goods to the holder of the railway receipts; but the receipts had not been endorsed to the holder, and the Court found that he had obtained possession of them *by fraud*, and ordered the Company to refund to the consignor the value of goods delivered by them to the receipt holder. It appeared that the receipt in this instance comprised a condition (printed thereon) that the same should be produced by the consignee, or that the goods would not be delivered, and that 'if he did not attend himself to take delivery, he must endorse a request for delivery to the person to whom he wished it made.' As already stated, the receipt had not been endorsed, but it was proved that the Company had frequently during a period of 21 years delivered goods to holders of such receipts unendorsed. The Court held in effect that this practice could not exonerate the Railway Company, and that, even if it were a recognised custom, consignors at a distance from Bombay could not be held bound by it.

Whether the Court would have held the Company justified in delivering the goods supposing the receipt had been endorsed by the consignor (in accordance with the condition) is not clear. We apprehend not, as the holder of the receipts had obtained the same by fraud, and notice of the fraud had been given to the Company.

There remains to be considered the question whether the words 'document of title' used in section 102 of the Indian Contract Act, the words 'instrument of title' used in section 103, or the words 'document showing title' used in section 108 include within their meaning respectively a railway receipt.

We do not think that this question has ever been decided by a court of law; at all events we are not aware of any reported decision on the subject.

We apprehend, however, that there can be but little doubt that a railway receipt is neither a 'document of title,' nor an 'instrument of title,' nor a 'document showing title.'

Such a receipt is, of course, evidence (though not necessarily conclusive evidence) that the Railway Company who have granted the receipt have actually received the goods for carriage. But what evidence is such receipt that the goods belong to the person who produces it? And if the receipt in no way evidences ownership, then how can it be said to be a "document showing title to the goods?"

We have examined the forms of receipt used by all the principal railways in India, and we find that a very large number of them contain a clause to the effect that the 'consignee' must produce the receipt, or the goods will not be delivered; if he does not himself attend, he must endorse a request for delivery to the person to whom he wishes it made. A receipt so framed is doubtless a document evidencing the right of the person therein named as consignee to receive delivery of the goods from the Railway Company. But there is a very wide distinction between a document which shows 'a right to receive' goods from the carriers thereof and a document which shows title (*i.e.*, a right of ownership and of disposal) to the goods themselves.

It may be said that, judged from this point of view, a bill of lading should be no better than a railway receipt.

But the answer is that the established custom of merchants recognised by the courts of law and by the Legislature has invested a bill of lading with the character of a document showing title, whereas no such established and recognised custom exists as regards railway receipts.

Further, it is noticeable that section 108 of the Indian Contract Act, to which we have before referred, expressly includes not only bills of lading, but also 'dock-warrants,' a 'warehouse-keeper's certificates,' and a 'wharfinger's certificate or warrant or order for delivery,' but 'railway or carrier's receipts' are not mentioned.

We have now shown that there is a very material distinction between the value for commercial purposes of a bill of lading and a railway receipt, the latter enjoying few, if any, of the special advantages and privileges which attach to the former.

The reasons for this are not far to seek.

The Western trade of former days was almost entirely carried on by water. Railways are comparatively of modern date, and distances in the United Kingdom so short that goods may arrive at their destination as soon as the railway receipt granted at the place of their despatch; possibly for this reason not very much would be gained by making railway receipts negotiable, so far as the United Kingdom is concerned. That such receipts have not acquired the same advantages as bills of lading is probably due to the circumstance that it may not have been hitherto worth the merchants' while to secure those advantages for railway receipts.

But in India the case is different: goods travel long distances by rail, and are often several days on the road. It seems obvious that commercial transactions must be greatly facilitated if under such circumstances a railway receipt can be made to afford the same or as good security as a bill of lading.

As a matter of fact, considerable transactions in the way of negotiation of railway receipts take place in India, and especially in Bombay; and such transactions facilitate, and indeed are, we believe, often necessitated by the lawful operations of trade.

As matters stand at present, a merchant who buys a railway receipt, say for 100 bales of cotton, is exposed to the risk of the goods being stopped in transit, or claimed in the case of an insolvency by the Official Assignee, or claimed on the ground that the consignor was not the true owner of the goods.

Why should the negotiator of railway receipts be compelled to incur these risks?

It appears to us to be a hardship and an anomaly that risks of the kind should attend the negotiation of railway receipts whilst the negotiation of bills of lading is practically free from them; and the very fact that such risks exist in connection with railway receipts seems calculated to operate in restraint of trade.

It may well be that a mercantile custom is even now growing up, if it be not already in existence, to treat railway receipts on the same footing as bills of lading.

If this be the case, then it is of all the more importance that such custom should be recognised and established by law.

The application by the Legislature to railway receipts of the law which governs bills of lading would not, we think, be a matter of any difficulty.

This object could, we submit, be effected by an amendment of the Indian Contract Act or of the Bills of Lading Act (IX of 1856), or by passing a 'Railway or Inland Carriers Receipts Act.'

Such amendment of the law might with advantage be made applicable also to 'canal' receipts, and perhaps to other carriers' receipts.

We are of opinion that to place railway receipts upon an equal footing with bills of lading is desirable, not only in the interests of traders, but of all the community generally.

It follows, therefore, that in reply to the question put to us, we are of opinion that 'it is advisable that the Chamber should address the Government with a view to obtain such alteration or modification of the law as will render railway receipts transferable and negotiable instruments, carrying a title to property in the same way as bills of lading,' and (we may add) as will secure to railway receipts the same privileges in all respects as bills of lading enjoy.

Madras Chamber,
dated the 8th December 1886.

No. 3.] I have the honour to state, for the information of the Government, that this Chamber has been favoured by the Bombay Chamber with a copy of the letter which it addressed to you on the 10th ultimo, asking that legislative action may be taken to place railway receipts on the same footing as bills of lading.

The opinions expressed by the Bombay Chamber are shared by the mercantile community of Madras, and I am desired to say that this Chamber entertains the hope that the Government will be pleased to take the legislative action that has been proposed.

Bengal Chamber,
dated the 29th April 1887.

No. 4.] I am to say that this Chamber is generally in favour of the proposals set out in the letter of the Bombay Chamber of 10th November last. They can see no reason why railway receipts should not be placed on the same footing as bills of lading. Small parcels and packages could be covered as now by parcel receipts.

2. The proposal was referred by the Government of India to its Law Officers, and the case stated for the Advocate-General by the Government Solicitor and the Advocate-General's opinion are printed below :

Case stated by Mr.
H. A. Adkin, Officiating
Solicitor to the
Government of India.

No. 5.] The questions raised in the accompanying papers, and on which the Government of India desire the opinion of the Honourable the Advocate-General, are, as it appears to the Government Solicitor, (1) whether the application of the Bombay Chamber of Commerce to the Government of India in the Legislative Department makes out a sufficient case for the initiation of legislation with a view to placing receipts granted by Railway Administrations to consignees for goods entrusted to such administrations for conveyance by railway on the same footing as bills of lading ; (2) whether any practical objections suggest themselves to the initiation of such legislation ; and (3) the form which such legislation should take.

These questions are, of course, based on the assumption that, as the law of India at present stands, railway receipts are not negotiable instruments ; and as to this, it appears to the Government Solicitor that the letter from Messrs. Craigie, Lynch & Owen appended to the letter from the Secretary of the Bombay Chamber of Commerce makes out a conclusive case. Unless, however, the Honourable the Advocate-General concurs in this view, the questions, as above stated, will not arise.

The considerations urged by the Bombay Chamber and their Solicitors in support of their application appear to be very strong, and no reasons occur to the Government Solicitor (who concurs in the views expressed in Messrs. Craigie, Lynch & Owen's letter) against the proposed legislation.

The Honourable the Advocate-General will please advise on the questions stated above.

Opinion by Mr. G.
C. Paul, Advocate-
General.

No. 6.] The letter from Messrs. Craigie, Lynch & Owen to the Secretary of the Bombay Chamber of Commerce, I think accurately enunciates the principles of law relating to bills of lading and railway receipts respectively. I am further of opinion that the Bombay Chamber of Commerce has made out a strong case for legislative action. If railway receipts are put on a *par* with bills of lading, doubtless the legal responsibility of the Government either as owners or principal proprietors of Railways will be increased in cases where unpaid vendors can legally exercise their right of stoppage *in transitu*. The question for the Government to decide is whether in view of the great advantages to trade which would be afforded by railway receipts being put on a *par* with bills of lading, an additional legal responsibility should not be incurred by the Government. This is a question of expediency and policy which is beyond my province as the Legal Adviser to the Government. But if my advice is sought on this subject, I would be disposed to view favourably the change in the law recommended by the Bombay Chamber of Commerce.

3. The proposal was then referred to the Agents of Guaranteed and the Managers of State Railways for their opinions, the Agents being instructed to send their opinions to their London Boards. It was also suggested to the Secretary of State that the question should be discussed with the Boards of Directors of Indian Railway Companies. The opinions received are reproduced in substance below :

BENGAL-NAGPUR RAILWAY.

No. 7.] In my opinion the custom on the subject requires alteration, and that a railway should be justified in handing over goods at any time to any one producing their receipts for the same, and that, having done so, they are free of all responsibility in the matter. *From the Manager, dated the 8th June 1887.*

2. It is not universally admitted by legal authorities that a special legislation is necessary. Macpherson on Law of Indian Railways and Common Carriers, page 37, would lead to the opinion that all that is required is a receipt in the form of a special contract approved by the Governor-General in Council, as has been done with risk notes, and that such a contract could not be altered by the Civil Courts.

BILASPUR-ETAWAH STATE RAILWAY.

No. 8.] Officially no instance of the difficulties attended on the non-negotiability of railway receipts has ever occurred to me. I, however, am fully aware of the truth of what the Secretary of the Bombay Chamber of Commerce puts forward, and do not anticipate any difficulties likely to accrue to Railway Administration by giving effect to the suggestions. *From the Manager, dated the 5th June 1887.*

BURMA STATE RAILWAY.

No. 9.] The matter was discussed at an official meeting held at this Office on Monday, the 13th instant, when the Examiner of Railway Accounts pointed out that the following endorsement appears on Goods Receipt Form No. S. N. 36: *From the Manager, dated the 17th June 1887.*

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

It was therefore resolved that in reply to the reference, it be pointed out that the above-quoted rule, which is issued under the authority of the Government, evidently constitutes the document concerned a negotiable instrument, and that, as far as State Railways are concerned, no legislative action appears necessary.

EASTERN BENGAL STATE RAILWAY.

No. 10.] The legal aspect of the question appears to have been fully dealt with by Messrs. Craigie, Lynch & Owen, Solicitors to the Bombay Chamber of Commerce, and these gentlemen, after setting forth arguments in favour of the proposal, state: *From the Manager, dated the 24th June 1887.*

'This object could, we submit, be effected by an amendment of the Indian Contract Act or of the Bills of Lading Act (IX of 1856), or by passing a Railway or Inland Carriers Receipt Act.'

I have referred to this, as I consider from a railway point of view that, in the event of the Legislature favouring the proposal, the manner in which the object is effected is of some importance. In my opinion the latter alternative is the best.

I do not follow the Advocate-General where he seems to imply that if railway receipts are put on a par with bills of lading, an additional legal responsibility will fall on Government as owners or principal proprietors of railways. It seems to me that the responsibility of the railway as a carrier should not extend beyond the delivery of the goods to the consignee or endorsee, as the case may be. In this connection, I may remark that the right of stoppage *in transitu* is very rarely exercised, and there appears no valid reason why railway receipts should differ from bills of lading in this respect.

TIRHOOT STATE RAILWAY.

No. 11.] I see no material objection to this as far as the railways are concerned, assuming that the projected legislation to effect this protects railways from loss or undue responsibility. The endorsement to a consignee, for instance, which would give him right of property in the goods, should at the same time involve responsibility to the railway for freight and undercharges, though we may still have to hold consignors responsible for fraudulent or mistaken description of goods. Due account should also be taken of the difference between the station staff on Indian Railways and those who have to deal with ordinary bills of lading used in shipping. *From the Manager, dated the 15th June 1887.*

It is to be noted that the correspondence received with your letter under reply shews that the supporters so far of the proposal are those who would be buyers or consignees of goods to be dealt with under these negotiable receipts. It would be well to take the views of sellers on the matter. It would possibly be found that they were not so favourable to the proposal, and that the anticipated increase of trade among the smaller firms at ports, which it is urged or implied as likely to follow on the realisation of this proposal, would not be fulfilled unless the operation is protected by greater security to the consignor at the station of consignment. In any case consignors would desire, I think, that railway receipts are not made generally negotiable, but only when endorsed, or better still, when granted and executed on a separate form intended for such negotiable receipts.

NORTH-WESTERN STATE RAILWAY.

From the Examiner of Accounts, dated the 9th June 1887.

No. 12.] The proposals are apparently that the railway receipts should be made in law an instrument of the same nature as a bill of lading, the most valuable features of which are stated to be—

- (1) that it is negotiable and transferable by endorsement and delivery or by transmission :
- (2) that endorsement and delivery or transmission of the bill of lading transfers the property in the goods to the endorsee (in the absence of a contrary intention on the part of the endorser and endorsee) :
- (3) that it may be endorsed either specially or in blank :
- (4) that the holder of a bill of lading may by negotiating, endorsing, or transferring the same to a *bonâ fide* transferee defeat the vendor's right to stop *in transitu*.

The bill of lading is also seemingly, with certain reservations as to fraud, &c., conclusive evidence of the receipt of the goods as against the carrier.

The State Railway form of receipt, after providing that it must be produced by the consignee, further provides that—

'If the consignment or this railway receipt is sold one or more times, the endorsement must be a distinct written order to deliver to a certain person or firm and this order must be on a one-anna stamp. If more than one order appear on the face hereof, each order must bear a stamp.'

This would seem to indicate an intention to recognise the receipt as a negotiable document and instrument showing title to the goods, and the proposed legislation would apparently define and legalise its position in these respects.

I am not quite clear as to the position the railway would occupy in the case of—

- (1) An endorsement in blank.
- (2) The *bonâ fides* of a transfer being questioned, and the consignor seeking in consequence to exercise a right of stoppage *in transitu*.

But I am inclined to think that, so far as the railway is concerned, the receipt should be specially endorsed, and that its production duly endorsed should be accepted as sufficient evidence of title and delivery made thereupon, except in case of an interdict from a Court.

Any increase in the responsibility of the railway is, I think, to be deprecated, and probably the requirements of the mercantile community might be sufficiently met without adding to the liability of the railway.

With reference to the remarks of the Bengal Chamber of Commerce, it would probably be desirable to have a distinction between the parcels and goods receipts.

The proposals have been made in the interest of the export trade, but there is also a large internal trade to be considered, and I am unaware whether the proposed changes are such as would commend themselves to the large body of Native merchants who chiefly carry on the internal trade of the country. Steps might perhaps be taken to ascertain this. If necessary, there might be two sets of forms—one for the export, and the other for the internal trade, to be used at the option of the consignors; but, except upon very strong grounds, it would seem undesirable to have forms of different legal nature for the same railway purpose.

From the Traffic Superintendent, Punjab Section, dated the 17th June 1887.

No. 13.] It would, I think, be expedient to obtain a full explanation of the extent to which the legal responsibility of a Railway Administration is increased.

The Advocate-General implies that this increased responsibility will be incurred *only* in cases where unpaid vendors can legally exercise this right of stoppage in transition.

The clauses of the Contract Act which affect the case are—

99. 'A seller who has parted with the possession of goods and has not received the whole price may, if the buyer becomes insolvent, stop the goods while in transit to the buyer.'

101. 'The seller's right of stoppage does not, except in the case hereinafter mentioned, cease on the buyer re-selling the goods while in transit and receiving the price, but continues until the goods have to be delivered to the second buyer, or to some person on his behalf.'

102. 'The right of stoppage ceases if the buyer, having obtained a bill of lading, assigns it, while the goods are in transit, to a second buyer, who is acting in good faith, and who gives valuable consideration for them.'

To take the cases given in the Contract Act: *A* sells and consigns certain goods to *B*, and sends him the bill of lading. *A* being still unpaid, *B* becomes insolvent and assigns the bill of lading for cash to *C*; *C* either knows or does not know that *B* is insolvent. In the former case the transaction is not in good faith, and *A* can stop the goods in transit. In the latter case the transaction is in good faith, and *A* cannot stop the goods in transit.

But the Railway Administration is not in a position to know whether the transaction between *B* and *C* is in good faith, and, in the absence of such knowledge, must of necessity be placed in a dilemma if *A* orders the goods to be stopped in transit.

If the railway does not act on *A*'s instructions and allows the goods to be delivered to *C*, and it subsequently turns out that the transaction between *B* and *C* was not in good faith, it becomes liable to *A* for the value of the goods. If, on the other hand, the railway stops deli-

very of the goods, and it turns out that the transaction between *B* and *C* was conducted in good faith by *C*, then *C* can sue the railway for loss of market.

If my interpretation is correct, there is no question that Railway Administrations will incur a very serious responsibility; and the question is, whether the facilities given to merchants would be likely to increase trade to an extent which would compensate railways for the increased risk incurred.

On the whole, I am doubtfully disposed to believe that the prospect of extending trade is worth the risk, and to recommend that we declare in favour of the proposed legislation.

No. 14.] Before we are called upon to express a definite opinion, some explanation is required of the extent to which our responsibility would be increased by the proposed legislation. *From the Manager, Punjab Section, dated the 28th June 1887.*

The wording on the form of receipt in use on State Railways would appear to imply that we already consider the receipt as a document showing title to the goods by the person to whom it has been last duly transferred by endorsement. I cannot, however, say under what responsibilities the railway actually labours in the case of an endorsement in blank or in the event of the *bond fides* of a transfer being disputed by the consignor, and his instructions received to stop delivery. The responsibility would seem to depend upon whether the transfer was made in good faith between the parties concerned; but how the railway is to ascertain this before it may be too late is in no way indicated.

If the proposed legislation will remove this difficulty, or at all events place us in no worse a position than we are now, I would willingly advocate the acceptance of the assimilation of bills of lading and railway receipts which the mercantile community appear to desire; but the opinion of the Honourable the Advocate-General distinctly indicates increased responsibility in certain cases, and we ought to know what the extent of this responsibility is likely to be.

No. 15.] There can be no doubt that to place railway receipts on the same footing as bills of lading will be an immense convenience to merchants and bankers. *From the Traffic Superintendent, Sind Section, dated the 14th June 1887.*

At the same time it is equally certain that the responsibility of the railway carrier will be largely increased, especially so if the consignee is allowed to retain his right to stop goods while in transit, and while the present practice of delivering goods on indemnity bonds remains in force. These considerations, however, cannot be allowed to outweigh the great convenience that would be afforded to traders, and I think it would be well if railway receipts were rendered negotiable documents.

No. 16.] I concur in the general opinion that a railway receipt should be a negotiable document. But as this will virtually prohibit delivery without production of the receipt, it may possibly be advisable to restrict its application either to— *From the Manager, Sind Section, dated the 1st July 1887.*

(1) certain trading localities,

(2) to consignments of certain value or quantity,

(3) to certain classes of goods,

and allow all other traffic to be conducted on ordinary principles. A form of indemnity bond will also be necessary to meet cases of lost negotiable receipts.

There are also certain small consignments for short distances, the freight on which will scarcely cover the cost of printing and filling in the numerous forms which now complicate and retard the business of a railway, and I would venture to suggest, while the alteration of the law is under consideration, the advisability of still further altering the law and making it legal for railways to book small consignments at owner's risk without either a consignment note, receipt, or invoice, the fact of their entry in a receipt book and of a signature on a delivery book being considered conclusive evidence of receipt or delivery.

EAST INDIAN RAILWAY.

No. 17.] My own opinion is that before any change in the law is considered, the alleged inconvenience to the public should be fully ascertained and established. If from the circumstance of railway goods receipts not possessing the legal status of bills of lading the inconvenience to trade should be found to be considerable, I am of opinion that Railway Administrations should be prepared to accept the increased risk and responsibility which a change in the law would entail. Correspondence is enclosed. *From the Agent to the Board of Directors, dated the 10th September 1887.*

No. 18.] I am desired to hand to you the enclosed copy of a report from Messrs. Freshfields & Williams, the Company's Solicitors, in which the question of the proposed legislation is fully discussed from a legal point of view. *From the Board of Directors to the Agent, dated the 25th November 1887.*

For the rest, you are aware how anxious the Board have always been to grant the utmost facilities to traders using the East Indian Railway Company's system or that of other Companies in connection therewith.

It appears, however, to the Board that the alterations now suggested by the Bombay and other Chambers of Commerce, if carried out, must entail increased, and probably onerous, responsibilities upon the East Indian Railway Company, and they therefore feel their inability to arrive at any judgment upon the question until they are able clearly to understand what course of legislation the Government of India would propose.

Should the Government, therefore, decide to proceed to any legislative enactment to alter the present status or force of the existing railway receipt for goods, you are directed to take the earliest opportunity of apprising the Board thereof, and to forward for their consideration (in conjunction with their legal advisers) the full terms of any measure to be introduced into the Legislative Council. You will further, at the same time, most urgently represent to the Government of India the Board's request that they may have ample time to consider any such legislation on a matter which appears to them of vital importance to the East Indian Railway Company before its final adoption.

From Messrs. Freshfields & Williams (the report mentioned in the foregoing letter).

No. 19.] We collect from the correspondence and papers that, as a matter of practice, the East Indian Railway Company already treat the railway receipts to a certain extent as bills of lading, and deliver the goods at their destination to any endorsee of the receipt appearing thereon entitled to such goods. This practice, it is clear, is carried on at the Company's own risk.

The question then arises, what effect would the proposed legal assimilation of railway receipts with bills of lading have on the liability and responsibility of the Company in the carriage of goods.

We may here observe that it is not quite clear in what way the promoters of legislation propose to make the new law obligatory on the Railway Companies.

At present the system of railway receipts adopted by the Company is an entirely voluntary arrangement.

We understand that, under the Indian Contract Act, the sole duty of the Railway Companies as carriers is to deliver goods to the original consignees, and that the Company is not bound to issue railway receipts at all nor to recognise or act upon endorsements, and consequently the Company can depart from, or modify their present practice in any particular case when it may be convenient or prudent to do so.

If the law were altered so as to place railway receipts on the same footing as bills of lading, and a statutory form of bill of lading were prescribed and made obligatory on the Companies, they would become liable for the proper delivery of the goods to the party entitled under the bill whether as endorsee or otherwise.

As a consequence of this, the Railway Company would have to take into consideration questions as to irregular and forged endorsements, and in the event of goods being delivered even to an innocent holder for value when a previous endorsee's signature had been forged, the Company would be liable to the right holder whose signature was forged for the goods so delivered.

In addition to this, further inconvenience would arise in connection with the exercise by an unpaid consignor of his right of stoppage *in transitu*.

At present, when a consignor and consignee stand in the relation of unpaid seller and buyer, and before the delivery of the goods the consignor finds out that the consignee is insolvent, the former has a right to stop the delivery of the goods to the consignee; but, in the case of a bill of lading, the consignor cannot stop the goods *in transitu* if the consignee has parted with the bill of lading, and it has passed into the hands of a *bona fide* holder for valuable consideration.

It follows that if railway receipts were turned into bills of lading, questions of the good faith, &c., of the holder would have to be considered when an unpaid consignor attempted to stop goods *in transitu*.

Whether or not, in the interests of trade, it would be advisable for the Government of India to impose upon Railway Companies the additional risk and responsibility which we have pointed out, it is not for us to express an opinion; but in our opinion the proposal is at least open to the criticisms and objections passed upon it and urged against it in the letters of Mr. Macpherson and Messrs. Morgan, and we think that, as pointed out by Mr. Macpherson, if any alteration of the law takes place in the direction now contemplated, it is essential that it should only apply to consignments above a certain fixed weight or value; otherwise a wide field would be opened for petty frauds on the Railway Companies, and we think that some provision for protecting Railway Companies against forged endorsements should, as suggested by Messrs. Morgan, be introduced into the Bill. We prefer to defer giving any more definite opinion until we see the exact terms of the proposed legislation.

GREAT INDIAN PENINSULA RAILWAY.

No. 20.] The object which the Chambers have in view is understood to be to give further facilities to traders in the conduct of their business, and, in as far as it may be possible to secure that object, the Board recognise that the proposal is of a character deserving their support. It is not necessary for the Board to go at present into details as to the manner in which the arrangement suggested might affect the Railway Companies as carriers, but it must be remembered that there are in that respect circumstances which could not be overlooked in any proposed legislation.

That with this reservation, and with the understanding that it is not contemplated by means of the proposed legislation to affect unduly responsibilities at present attaching to the Railway Companies as carriers, the Board will be ready to give their best consideration and assistance to

From the Board of Directors to the Agent, dated the 11th November 1887.

any Bill which may be introduced into the Legislative Council on the subject, and which they assume will be proceeded with in the Council in a way to afford the Railway Companies the fullest time for considering it, and representing their views in the matter.

BOMBAY, BARODA AND CENTRAL INDIA RAILWAY.

No. 21.] The change which the Bombay Chamber of Commerce advocates is one which confers certain advantages upon the mercantile communities of the ports of exportation, and it does not appear from the opinion expressed by the Solicitors to the Bombay Chamber of Commerce that the interests of the inland traders, or that the increased risks and responsibilities which would be entailed upon Railway Administrations by the introduction of the proposed change, have been dealt with in connection with the subject.

From the Agent to the Board of Directors, dated the 6th January 1888.

It is pointed out in the correspondence that difficulties would be likely to arise with respect to the stoppage of goods in transit in the case of the loss of railway receipts and with regard to the lien that Railway Administrations now have upon the goods of a consignee who has become insolvent, as well as in connexion with forged endorsements on railway receipts. Delivery without the production of railway receipts would involve the railway in increased risks, and to insist on the production of railway receipt would often delay delivery, and so block up storage accommodation. This would specially affect the short distance traffic, such as our cotton traffic from Gujarāt and Kāthiāwār, which often arrives at Bombay before the railway receipts can reach the consignee through the post.

The negotiability of bills of lading is doubtless in complete conformity with all existing legislation regarding shipping matters, while the extension of the same principle to railway receipts might necessitate many alterations in law as now affecting railways; but in the main I agree with the opinion expressed by the Agent, East Indian Railway, (copy attached, with copies of opinions of East Indian Railway officers), that if sufficient necessity is shown for the introduction of the proposed change, or the interests of trade and commerce are to be promoted thereby, I would not oppose the introduction of legislation to make railway receipts negotiable, provided that it is accompanied by safeguards to protect Railway Administrations against undue risks and responsibilities.

No. 22.] This subject is one of much importance, and in the opinion of the Board should not be legislated upon without full previous enquiry as to the nature and real extent of the disadvantages to traders and others alleged by the Bombay Chamber of Commerce, with the concurrence of the Bengal Chamber of Commerce, to result from the present status of railway receipts as untransferable and unnegotiable instruments not carrying a title to property in the same way as shipping bills of lading. The Board concur in the view expressed by yourself and the Agent of the East Indian Railway Company to the effect that, if a change in this status is advisable in the interests of trade and commerce, the Railway Companies should not oppose a necessary alteration therein, provided that in any legislation undertaken with a view to this end, the railways are fairly protected against undue risks and responsibilities, and are not unreasonably hampered in the prompt conduct of their business as common carriers.

From the Board of Directors to the Agent, dated the 17th February 1888.

BHAVNAGAR-GONDAL RAILWAY.

No. 23.] The Traffic Superintendent of this Railway reports that no complaints have been received from merchants or traders of any inconvenience arising from the railway receipt not being a legalised document in the same sense as the bill of lading is, but at the same time he has no doubt that the railway receipt being placed on the same footing in point of law as the bill of lading would be a convenience generally to the trading community, and in this opinion I concur.

From the Manager, dated the 15th December 1887.

4. About this time the Secretary of State had under consideration certain claims for compensation preferred by an officer of the army on account of injuries received, and the question of the liabilities and obligations of railways owned by the State was discussed. The opinions of the Legal Advisers of the India Office on this question and on the question of the negotiability of railway receipts were sent to the Government of India for consideration in connection with the Railway Bill which was then under preparation. The opinion on the latter point was as follows:

No. 24.] I do not think there is much legal aspect in this case, though the general considerations which apply to it are important. For I do not quite see why the legal responsibility of the Government would be increased by the proposed change as suggested by the Advocate-General; and, if it would be, provision could be made in the proposed legislation for negating such responsibility.

Note by the Legal Adviser of the India Office on bills of lading, dated the 29th June 1887.

The general considerations applying to the case are as follow:

The negotiability, &c., of bills of lading was brought about by custom or the law merchant, they being ancient mercantile documents applicable to goods at sea shipped in one bottom, which, if sold, could not be delivered by reason of being on the sea. If the bill of lading was not negotiable, the species of property to which it applied would be locked up, and, in the old sailing days, for long periods.

It may be doubtful whether the existing law as to bills of lading would have grown up and taken root so as to be recognised with judicial sanction in these days of quick voyages. And at all events the principle on which the negotiability of bills of lading is based, *viz.*, that for a long period the goods, and the captain in charge of them, cannot be communicated with, does not apply to railway carriage with telegraphic communication.

However, in the words of Mr. Justice Buller in *Lickbarrow v. Mason*: 'In all mercantile transactions, one great point to be kept uniformly in view is to make the circulation and negotiation of property as quick, as easy, and as certain as possible,' and if land carriage and water carriage were on all-fours, the proposed legislation might be beneficial.

But so far from being on all-fours, there are important distinctions applying to them.

In water carriage, to which bills of lading apply, all the goods up to thousands of tons go in one bottom from port to port.

In railway carriage only part of the goods probably can go by each goods train, which would necessitate a separate receipt for each load, giving enormous trouble to the carriers; for a bill of lading is an acknowledgment by the captain of having received the goods on board his ship, and it will be a fraud by the captain to sign a bill of lading if he had not received the goods on board. And it appears to me that it would be improper to interfere with a vendor's rights, at all events until the goods were in actual transit—that is, not whilst they were lying at the railway station to be loaded for transit. For a bill of lading would not apply to goods on a wharf awaiting shipment.

And instead of one bottom carrying the goods, they would possibly have to pass over several systems of rails, the officer at the starting point who gave the receipt having no authority from the Company at the station of delivery.

On the whole, I think the question requires very careful consideration, and I doubt whether it can be properly dealt with until a system of through booking is established.

I may add that Lord Blackburn, in dealing with this question in his book on the Contract of Sale, says:

"There have been some attempts made to give the same effect to the endorsement of dock warrants, wharfingers' receipts, delivery orders, and similar documents as is given to the endorsement of a bill of lading.

"These documents are generally written contracts by which the holder of the endorsed document is rendered the person to whom the holder of the goods is to deliver them, and in so far they greatly resemble bills of lading; but they differ from them in this respect, that when goods are at sea, the purchaser who takes the bill of lading has done all that is possible in order to take possession of the goods, as there is a physical obstacle to his seeking out the master of the ship and requiring him to attorn to his rights; but when the goods are on land, there is no reason why the person who receives a delivery order to dock warrant should not at once lodge it with the bailee, and so take actual or constructive possession of the goods. There is, therefore, a very sufficient reason why the custom of merchants should make the transfer of the bill of lading equivalent to an actual delivery of possession, and yet not given such an effect to the transfer of documents of title to goods on shore."

5. It was then decided on consideration of these opinions to discuss the question in the Legislative Council on the Railway Bill, and the Chambers of Commerce were so informed on the 1st November 1888. The Statement of Objects and Reasons, which was circulated with the Bill, contained the following remarks on the subject:

Railway Bill:
Statement of Objects
and Reasons.

No. 25.] Sections 57, 58, and 59.—The first of these sections legalises the existing practice with respect to the disposal of unclaimed property. The second and third of them have been suggested partly by existing practice, partly by the case of *Engleton v. the East Indian Railway Company* (8 B.L.R., 581), and partly by the proposal to give railway receipts the same effect as bills of lading.

The proposal to give such an effect to railway receipts has not been adopted in the Bill because Railway Administrations are understood to be averse to it, and it is not justified by existing legislation elsewhere.

6. In discussing the Bill, the Chambers of Commerce of Bengal and Bombay wrote as follows on this question:

Bengal Chamber,
dated the 7th August
1888.

No. 26.] In this connection, however, I am to invite your attention to my letter of 29th April 1887, in which this Chamber gave its adhesion to the suggestion of the Chamber of Commerce, Bombay, that railway receipts should be placed on the same footing as bills of lading. This question appears to the Committee to be one which might be discussed by such a body as a Railway Conference with great advantage, and they would suggest that the papers submitted to Government by the Bombay Chamber may form one of the subjects to which the attention of the Conference will be invited by Government.

Bombay Chamber,
dated the 13th October
1888.

No. 27.] In dealing with the proposal of the Chamber for giving to railway receipts the status of negotiable instruments carrying a title to property conveyed by railways similar to that conferred by bills of lading on goods transported by sea, the 'Statement of Objects and Reasons' attached to the Bill says that 'the proposal to give such an effect to railway receipts has not been adopted in the Bill because Railway Administrations are understood to be averse to it, and it is not justified by existing legislation elsewhere.' As to whether, and for what reasons, the majority of the Railway Administrations are averse to the proposed change of the law relating to railway receipts, the Committee are not in a position to speak, the latest information at their disposal being conveyed in the Government of India's letter to the Chamber, dated 17th

May 1887, when it was stated the question had been submitted to the Secretary of State for discussion with the Boards of Directors of the Indian Railways. The representative of the Great Indian Peninsula Railway, however, expresses himself as strongly in favour of the Chamber's suggestion; and as the Chambers of Commerce of Bengal and Madras have also supported it, the Committee would deprecate the omission of the provision regarding the altered power of railway receipts from the Bill until opportunity has been afforded the Chamber of ascertaining the extent and character of the opposition. That the change is not justified by existing legislation elsewhere is not, in the opinion of the Committee, sufficient ground for rejecting the amendment of the law in India, as the conditions of railway traffic in this country are admittedly widely different from those prevailing in England and Continental Europe. The length of time occupied in the transit of a large portion of the railway traffic in this country renders, some means of intermediate finance, as between interior markets and the sea-board, absolutely essential to avoid restriction of trade, and it is impossible to imagine a better basis for it than the mode suggested by the Chamber of giving to railway receipts the same power and effect as bills of lading. The legitimate rights of the consignor and consignee would thereby be effectually safeguarded, while the liabilities of the Railway Administrations would be immensely simplified and diminished. The mere fact of its being an innovation on the existing practice in other countries, should not, the Committee respectfully submit, be allowed to stand in the way of the adoption of what the commercial community regard as a much needed reform.

7. The Honourable Sir Dinshaw Manockjee Petit also wrote :

No. 28.] The Chamber of Commerce of Bombay wish to provide about the negotiability of railway receipts as bills of lading. The Great Indian Peninsula Railway and North-Western Railway are in favour of such suggestion. I do not think that any Railway Company can have any possible objection to the same.

*Sir D. M. Petit,
dated the 27th November 1889.*

It may be mentioned that an unpaid consignor had filed a suit in the Bombay Court of Small Causes against an assignee of a railway receipt who had advanced moneys on the same, and that the Chief Judge of that Court had held that railway receipts are negotiable under section 102 of the Indian Contract Act; but it is understood that an appeal is intended to be preferred to the High Court against this judgment.

The Bombay Cotton Trade Association at their meeting held on the 4th September 1889, passed a resolution on this subject, and it will, I think, be better if I quote it here :—

'That in the opinion of the Cotton Trade Association, the practice of advancing money on railway receipts in the present state of the law is most unadvisable; but as it appears impossible to alter at present the custom of buying produce from the North-West, the Association desires to signify its approval of the action the Chamber of Commerce has taken in requesting Government to legislate for the purpose of rendering railway receipts negotiable instruments, carrying a title to property similar to bills of lading, and that the Secretary be requested to prepare a representation to Government in support of the Chamber's proposals.'

The law which at present exists operates as a source of restraint on the thriving trade of this great country. On the railway receipts in its present form, a trader cannot get an advance on his goods as he can do on a bill of lading, and consequently the money invested in the goods remains locked up until he is able to sell the goods.

From my experience as a merchant, I am of opinion that if the railway receipt be made negotiable, as represented by the Bombay Chamber of Commerce, not only there will be great facility to the trade, but the same will be much developed and increased; for if the receipt will be negotiable, the merchant will be able to obtain advances on his goods, and thus, by free circulation of his money, he will be able to invest the money received by him as advances in the purchase of other goods. This will greatly increase the traffic, and the Railway Companies also will thereby derive great benefit.

8. Meanwhile the question had been submitted to a Railway Conference which sat at Simla in the summer of 1888, with the result stated in Resolution No. 110 of the Conference, which was as follows :—

No. 29.] Proposed by Mr. Carter, seconded by Mr. Hanna,—

That, with reference to the proposal of the Bombay Chamber of Commerce to place railway receipts on the same footing as bills of lading, the Conference is of opinion that as such a course would increase the responsibility of Railway Administrations without any corresponding advantage, the proposed legislation is unadvisable.

*Railway Conference:
Meeting of
24th September 1888.*

The Committee divided :—

Ayes—47 votes.

W. S. BETTS (South Indian Railway)	4 votes.
G. F. O. BOUGHEY (Bengal Railways)	5 "
N. ST. L. CARTER (East Indian Railway)	6 "
L. CONWAY-GORDON (State Railways)	6 "
R. GARDINER (Bhavnagar-Gondal-Junagarh-Porbandar Railway)	3 "
F. B. HANNA (Madras Railway)	4 "
A. IZAT (Bengal and North-Western and Rohilkhand-Kumaun Railways)	5 "
J. LIGHTFOOT (North-Western Railway)	7 "
I. O'CALLAGHAN (Bombay, Baroda and Central India Railway)	7 "

Noes—10 votes.

H. CONDER (Great Indian Peninsula Railway)	6 votes.
W. B. WRIGHT (Indian Midland Railway)	4 "

[Messrs. Constable (Bengal-Nagpur Railway) and Craik (Southern Mahratta Railway) did not vote.]

Proposal agreed to.

9. When moving on the 25th October 1888 for leave to introduce the Railway Bill, the Honourable Mr. Scoble stated why the proposal had not been embodied in the Bill, and was followed by the Honourable Sir Charles Elliott:

Railway Bill; Mr. Scoble's remarks in Council, 25th October 1888.

No. 30.] It may be convenient, in connection with this question of responsibility, to refer to a proposal to give railway receipts the same effect as bills of lading. This proposal has not been adopted. The two classes of documents stand upon an entirely different footing. The principle upon which the negotiability of bills of lading is based, namely, that for a long period the goods, and the captain in charge of them, cannot be communicated with, does not apply to railway carriage with telegraphic communication. Indeed, it may be doubted whether in these days of quick voyages the law as to bills of lading would ever have come into force. If the law were altered so as to place railway receipts on the same footing as bills of lading, and a statutory form of delivery order were prescribed under which Railway Administrations were subjected to the same responsibilities as shipowners, they would become liable for the proper delivery of the goods to the party entitled under the order, whether as endorsee or otherwise. As a consequence of this, the Railway Company would have to take into consideration questions as to irregular and forged endorsements, and, in the event of goods being delivered even to an innocent holder for value when a previous endorsee's signature had been forged, the Company would be liable to the right holder whose signature was forged for the goods so delivered. In addition to this, further inconvenience would arise in connection with the exercise by an unpaid consignor of his right of stoppage *in transitu*. At present, when a consignor and consignee stand in the relation of unpaid seller and buyer, and before the delivery of the goods the consignor finds out that the consignee is insolvent, the former has a right to stop the delivery of the goods to the consignee; but, in the case of a bill of lading, the consignor cannot stop the goods *in transitu* if the consignee has parted with the bill of lading, and it has passed into the hands of a *bona fide* holder for valuable consideration. It follows that if railway receipts were turned into bills of lading, questions of the good faith and so forth of the holder would have to be considered when an unpaid consignor attempted to stop goods *in transitu*.

These are among the inconveniences which would result from the adoption of the proposal, and the Government of India has not deemed it advisable to impose this additional risk and responsibility on the railways in the absence of similar legislation on the subject in England.

Sir C. Elliott's remarks.

No. 31.] My honourable friend the Law Member in his speech has referred to the impossibility of bringing railway receipts under the law which affects bills of lading given by sea-going vessels. It may be worth while to mention in connection with this that section 81 of the Bill proposes to give one very desirable convenience to exporters from this country, in that it facilitates the through booking of goods from India to England, and *vice versa*, and will thus help to remove the difficulties which have been met with in carrying out the arrangements which Colonel Conway-Gordon has made between the North-Western Railway and the Hall Line of steamers for the through booking of goods between England and the Punjab. I hope that the encouragement thus given to this system will tend to its development and spread on other Railway Administrations.

10. When moving in Council on the 21st March 1890 that the report of the Select Committee on the Bill be taken into consideration, the Honourable Mr. Scoble again stated his opinion, being supported on this occasion by Sir Alexander Wilson, the representative of the Calcutta mercantile community:

Railway Bill: Further remarks by Mr. Scoble, 21st March 1890.

No. 32.] In connection with this Chapter, I may notice another proposal which has been made, that railway receipts should be given the same effect as bills of lading. This proposal has not been adopted by the Select Committee.

In introducing the Bill, I stated the objections which to my mind stood in the way of the acceptance of such a proposal. One of these was the inconvenience likely to arise in connection with the exercise by an unpaid consignor of his right of stoppage *in transitu*. A recent case which has been decided by the High Court at Bombay affords a good illustration of this difficulty. A firm at Bijapur sold to a firm in Bombay three parcels of wheat, and received from the purchaser *kundis* payable at sight for the purchase-money. The railway receipts were thereupon handed to the purchaser, who promptly endorsed them for value to a third party. The *kundis* were dishonoured on presentation, and the purchasing firm became insolvent. The endorsees of the railway receipts claimed the goods, and actually obtained delivery of a portion of them: the delivery of the residue was stopped on a telegram from the original vendor. The High Court held that the railway receipts were not instruments of title within the meaning of section 103 of the Indian Contract Act, and that the unpaid vendor was therefore not deprived of his right to stop the goods in transit by reason of the endorsement of the receipts to secure a specific advance. The endorsee in this case seems to have been an innocent holder; but it is easy to see what a door would be opened to fraud under a different state of facts; and I am not surprised that a very large majority of the members of the Railway Conference which assembled at Simla in 1888 came to the conclusion that it was not desirable to give the same legal effect to railway receipts as to bills of lading.

No. 33.] A proposal has been brought forward that the Bill should incorporate a provision to give railway receipts the same effect as bills of lading. This proposition has not been adopted, and wisely so, I think, looking to the wide difference between a consignment of goods in wagons passing over, it may be, various lines of railway under different administrations and a shipment of goods on board a vessel in one port bound to another.

Sir Alexander Wilson's remarks.

I cannot see that any provision of the kind would have materially benefited the export trade, and certainly not on this side of India, and would have been a departure which did not commend itself to the Railway Administrations, and which does not seem justified by existing legislation elsewhere.

11. While the Bill was still before the Council, the Bombay Chamber of Commerce again wrote to the Government on the subject of railway receipts, the letter being as follows:

No. 34.] In a letter, dated 10th November 1886, this Chamber had the honour to represent to Government the unsatisfactory condition of the existing law relating to railway receipts in India, and expressed the hope that His Excellency the Governor-General in Council might see fit to initiate such legislative action as might be deemed necessary, not only to regulate more definitely the respective rights and liabilities of the public and the various Railway Administrations under these documents, but also to render them transferrable and negotiable instruments, carrying a title to property in the same way as bills of lading.

From the Bombay Chamber, dated the 11th February 1890.

2. The representation, as the Chamber understands, was duly considered by Government, and, further, referred to the discussion of Her Majesty's Secretary of State for India in conference with the Boards of Directors of Indian Railways in London. As to the result of these deliberations, however, the only information which has come to the Chamber was the remark in the Statement of Objects and Reasons attached to the draft Railway Bill for India (1888), that 'the proposal to give such an effect (the same effect as 'bills of lading') to railway receipts has not been adopted in the Bill, because Railway Administrations are understood to be averse to it, and it is not justified by existing legislation elsewhere.' In reporting to Government on the provisions of the draft Railway Bill under date of 13th October 1888, the Chamber ventured to express the opinion that these reasons were neither adequate nor sufficient grounds on which to come to a final conclusion regarding such an important question, and the Committee of the Chamber again desire to approach Government in the hope that their proposal may receive further consideration in conjunction with the deliberations now in progress on the new Railway Bill.

3. It is unnecessary to repeat here at length the reasons formerly adduced by the Chamber for soliciting the suggested legislation. I am now directed to say that in the interval which has elapsed, these reasons have materially gained in strength, and the urgency for legislation has been more clearly demonstrated by the difficulties which traders have experienced, and the unsatisfactory character of the litigation which has taken place with regard to railway receipts. In a recent judgment delivered by the Honourable the Chief Justice of the Bombay High Court and the Honourable Mr. Justice Scott—a copy of which, for convenience of reference, I am directed to annex—any doubt which formerly existed as to whether railway receipts were documents showing title to goods within the meaning of those expressions as used in sections 103 and 108 respectively of the Indian Contract Act is finally settled.

4. The judgment also disposes of the possibility of any custom having grown up or being in existence by which railway receipts could be treated on the same footing as bills of lading, and in so doing concludes with the following words:

'If this be thought by the commercial community to be an unsatisfactory state of the law, it will be necessary, in our opinion, that the desired change should be made by the Legislature.'

5. This Chamber, on behalf of the commercial community, begs most respectfully but emphatically to repeat that it does consider the present state of the law unsatisfactory, and is strongly of opinion that a change should be effected by legislation. Such legislation, the Chamber would submit, could be shortly and effectually dealt with in the new Railway Bill now under consideration; but should the legal advisers of Government object to this course, my Committee venture to express the hope that His Excellency the Governor-General in Council will be pleased to sanction the required amendment of the Indian Contract Act, or the introduction of a Railway or Inland Carriers Receipts Act.

No. 35.] BOMBAY HIGH COURT.—ORIGINAL SIDE.

[Before Sir CHARLES SARGENT, Chief Justice, and Mr. Justice SCOTT.]

THE GREAT INDIAN PENINSULA RAILWAY COMPANY versus HANMANDAS RAMKISSEN AND ANOTHER.

This was a reference to the High Court by Mr. Hart, Chief Judge of the Small Causes Court, upon a point of general interest to mercantile men in relation to the liability of a Railway Company as carriers.

The Chief Justice, in delivering judgment, said:—The facts out of which this reference by the Chief Judge of the Small Causes Court arises are fully set out in the case stated by the

Law Report referred to in the Chamber's letter.

Court. With respect to the third question, whether there was such a delivery to Chinn Deokarn's agent at Bijapur as to deprive the first defendant of his right of stoppage, we agree with the Chief Judge that it must be answered in the negative. There was no actual delivery to the agent of that firm at Bijapur, and the wheat therefore remained *in transitu* in the hands of the Railway Company until delivery to the consignee—*James v. Griffin*, 2 M. and W. 632, where Parke, J., says—

'The vendor has a right if unpaid, and if the vendee be insolvent, to retake the goods before they are actually delivered to the vendee, or some whom he means to be his agent to take possession, and keep the goods for him.'

It is clear, therefore, that whether the first defendant be regarded as a factor and quasi-vendor, he was entitled to stop the 73 bags before they were delivered by the Company in Bombay—*Feite v. Wray*, 3; *East and Ireland v. Livingstone*, 5, H. L., L. R. With respect to the fourth question, we think there was such a delivery of the 73 bags at the Wari Bunder to second defendant's servant as to determine the first defendant's right of stoppage *in transitu*. Section 105 of the Contract Act provides that the notice by the vendor to the carrier to stop the goods must be given to the principal in possession at such time and under such circumstances that the principal by the exercise of reasonable diligence may communicate it to his servant in time to prevent a delivery to the buyer. It is left in doubt by the case whether the Goods Traffic Inspector received the first defendant's telegram before all the 73 bags had been placed on the carts; but in any case we must assume that it did not arrive in time to prevent the bags being placed with the consent of the railway official on the second defendant's carts hired for the purpose; for it is plain that it was not till the loading the carts had been completed that the Company's servants interfered to prevent the second defendant's servant from removing the carts from the railway compound. Before that the freight for these 73 bags had been paid by the second defendant's servant to the Company, and the railway receipt had also been given up to the Company duly signed by the second defendant's servant. It remains to consider the first and second question as to the effect of the endorsement and delivery by the firm of Chinn Deokarn of the railway receipts to the second defendant as regards the remainder of the 181 bags. In *Trikam Panachand v. Bombay Baroda and Central India Railway Company*, Mr. Justice Farran held that the railway receipts in that case, which are in the same form as those which are issued by the Great Indian Peninsula Railway Company, were not documents of title, being in form simple receipts with a notification that 'the Company reserve the right of delivering the goods without the production of the receipt,' and therefore not distinguishable from wharfingers' certificates and mates' receipts, which were held not to be documents of title in *Bolcham v. Vaughan & Co.*, L. R. 10 Ch. App. 491, and *Laing v. Laiden*, 17 Eq. 92. However, in *Chinulal Jadhav v. the Great Indian Peninsula Railway Company* the same learned Judge had under consideration a railway document signed by the Rajputana-Malwa Railway officials in the same form as that of the present goods receipt note, and which is, we are informed, the one in use on all the State Railways, and is somewhat differently worded from the goods receipt in the former cases. It runs thus:

'Received from the consignor the undermentioned goods for conveyance to C., Banda Station, by goods train. Consignee, Chinn Deokarn. Description, 181 bags of wheat. This receipt must be produced by the consignee or the goods will not be delivered. If he does not himself attend, he must endorse a request for delivery to the person to whom he wishes it made. If the consignment of this railway receipt is relied on one or more times, the endorsement must be distinct order to deliver to a certain person or firm, and this order must be on a one-anna stamp. If more than one order appears on the face hereof, each order must bear a stamp. For conditions of contract, see back.—Signature ()'

The learned Judge expressed the inclination of his opinion that such a goods receipt was an instrument of title within the contemplation of section 103 of the Contract Act; but added that he did not intend to decide the question whether he should have held them to be such without some evidence that they were so treated by merchants and the trade, as he had come to a conclusion on another part of the case which made it unnecessary for him to do so. There can be no doubt, we think, that such a document or endorsement would not have been treated in the English Courts as a document or instrument of title to exclude the vendor's right of stoppage *in transitu* when the Contract Act came into force in September 1872. The decision of the Exchequer Court in 1846 in *Farina v. Home*, 16 M. and W. 119, was then in force (see *Benjamin on Sales*, paragraph 803), by which a delivery warrant signed by a wharfinger, whereby the goods were made deliverable to the plaintiff 'or his assignee by endorsement, was held to be' no more than a token of authority to receive 'possession.' 'Blackburn on Sales, page 297,' or as Mr. Baron Parke states it—

'Only an engagement by the wharfinger to deliver to the consignee or any one he may appoint, and that until the wharfinger has attorned to the assignee, and agreed with him to hold for him, there was no constructive delivery to the assignee.'

That decision was never overruled, and authoritatively determined the legal effect of such documents—at any rate until the passing of the Factors Act of 1877, 40 and 41 Vict., Cap. 39, the language of the goods receipt in question scarcely affords so strong an indication of an authority to the assignee by endorsement to receive the goods as that of the document before the Court of Exchequer, and the document therefore is in no higher degree 'a symbol of the goods' so as to exclude the right of stoppage than the wharfinger's certificate in the above case. It may be that both of them would have that character by virtue of section 5 of the

English Factors Act of 1877, which, as pointed out in 'Benjamin on Sales,' page 708, assimilates all documents of title as defined by section 4 of the previous Factors Act 5 and 6 Vict., Cap. 39, to bills of lading for the purposes of defeating the right of stoppage. But that Act has not been extended to India. In *Trikam Panachand v. Bombay and Baroda Railway Company*, Mr. Justice Farran seems to have thought that, in the absence of any definition of a document of title on the Contract Act itself, section 4 of Act 20 of 1844, by which the English Factors Act 5 and 6 Vict., Cap. 39, was extended to India might be properly accepted as a guide to the meaning of the expressions 'documents showing title to goods' or 'instruments of title to goods' in sections 108 and 103 of the Contract Act; but it appears to us that, however much that definition might assist in construing the expression 'document showing title' in section 108 of the Contract Act which was virtually substituted for the Factors Act and is in *pari materia*, it cannot be properly used in construing the expression 'instrument of title' in section 103, which relates to an entirely different subject-matter from the Factors Act, and that it is therefore more reasonable to presume that in a matter of such general commercial importance, the framers of the Contract Act intended to leave the term 'instrument of title' in section 103 to be construed with reference to the decisions then in force in the English Courts. The case of the *Merchant Banking Company of London v. Phoenix Bessemer Steel Company*, 5 Ch. Div., which was decided before that Act came into force, was referred to as bearing on the question. There doubtless the Master of the Rolls, Sir G. Jessel, decided against the right of stoppage, but it was on special grounds (see page 217)—first, on account of the general custom of the iron trade; and, second, because he thought he ought to impute to the vendors special notice and special knowledge that the warrant was intended to be used for the purpose of raising money on it, and having that knowledge they issued the document in that particular form. In conclusion, he adds:

'Vendors purposely issued a second document of title with a view to its being used for a special purpose.'

In the present case no custom has been proved, and there are no special circumstances from which the intention could be inferred that the goods receipt should be used for pledging the bags. We must therefore answer the first and second questions in the negative. If this be thought by the commercial community to be an unsatisfactory state of the law, it will be necessary, in our opinion, that the desired change should be made by the legislature. Costs of this reference to be costs in the case.

12. The Chamber's representation was again supported by the Madras Chamber in the subjoined letter:

No. 36.] I have the honour to state that this Chamber has been afforded the opportunity of seeing the memorial of merchants and others carrying on business in Bombay to the Viceroy and Governor-General, praying that a short Act may be passed declaring railway receipts in India to be instruments or documents of title under the Indian Contract Act, or that other provision may be made, as may be thought expedient, for effecting this object.

From the Madras Chamber, dated the 25th February 1890.

This Chamber addressed you on the subject on the 8th December 1886, and it was informed by the Secretary, Public Works Department, Government of India, on the 1st November 1888 that the question would shortly be discussed in the Viceregal Legislative Council, and that the action taken would be published in the proceedings of the Council.

The Chamber is not aware that any action has yet been taken; and as it shares the opinion of the Bombay memorialists that the recognition of railway receipts as instruments of title, or that such documents should be placed on the same footing as bills of lading, is desirable, it entertains the hope that the Government will be pleased to give the subject the consideration which it has for several years seemed to the mercantile community to deserve.

13. Lastly, with a letter dated the 26th February 1890, from Messrs. Chalk, Walker & Smetham, Solicitors of Bombay, was received the subjoined memorial from 'nearly all' the leading native merchants and commission agents of Bombay in grain, seed, cotton, and opium.

No. 37.] Your petitioners are grain, seed, and cotton merchants and commission agents trading in Bombay, and in the ordinary course of their business are in the habit of borrowing and advancing large sums of money upon the security of railway receipts, which are assigned over by or to them by simple endorsement, it being the universal practice among the mercantile community of Bombay to treat these receipts as documents of title transferable by endorsement.

Memorial from native merchants in Bombay.

2. The question whether this practice is such a sufficient legal assignment as will preclude an unpaid vendor from stopping the goods *in transitu* has been frequently before the Courts, but the decisions thereon have, until the decision mentioned in paragraph 3 hereof, been of so conflicting a nature (although in the main holding that railway receipts are not documents of title) that your petitioners have been advised to discontinue the practice until legislative provision is made to meet the case.

3. There has been for some time past great uncertainty as to the legal effect and value of these documents in the hands of a merchant advancing money upon them, and this question has

recently been carefully considered by the 1st Judge of the Court of Small Causes at Bombay in the case of the *Great Indian Peninsula Railway Company v. Hanmandas Ramkissen and Veerjee Hansraj*, who was of opinion that in the case brought before him, the railway receipts were documents of title and valid securities in the hands of a *bond fide* holder for value. A copy of his judgment wherein the authorities are reviewed, the custom of the trade cited, and the subject most ably dealt with, is hereunto annexed for Your Excellency's information, and marked A.

4. Upon the application of the unpaid vendor and first defendant in the above-mentioned suit, a case was stated for the opinion of the High Court by His Honour the 1st Judge of the Court of Small Causes at Bombay, the first question therein propounded being 'whether the receipts of the Southern Mahratta Railway Company in the form thereunto annexed was, in the circumstances set forth in the said case, an instrument of title within the meaning of section 103 of the Indian Contract Act.' The receipt in question was a receipt in the form given in the Public Works Code for use on all guaranteed State Railways, and a copy thereof is hereunto annexed, and marked B. A copy of the said case is also hereunto annexed, and marked C. The said case came on for argument before the Honourable Sir Charles Sargent, Chief Justice, and the Honourable Mr. Justice Bayley, when they decided that the said railway receipt was not a document of title within the meaning of the section. A copy of the judgment on the said reference is hereunto annexed, and marked D.

5. The question of the negotiability of railway receipts has been for several years under consideration by the Bombay Chamber of Commerce and their views on the matter, as well as those of the Chambers of Commerce of Bengal and Madras, are entirely in favour of receipts being recognised as instruments of title, and put on the same footing as bills of lading, as appears from paragraph 3 of a letter addressed by the Bombay Chamber to the Secretary to the Government of India on the subject of the draft Bill to consolidate, amend, and add to the law relating to Railways in India under date the 13th of October 1888. A copy of the said paragraph is hereunto annexed, and marked E. The reasons set forth in the said paragraph are entirely in accordance with your petitioners' views, and offer, they humbly submit, strong grounds for the legislative changes herein prayed for. For convenience of reference, your petitioners have also hereunto annexed (marked F) copies of the correspondence upon this subject which was communicated to the public press in Bombay by the Chamber of Commerce, and published in the local newspapers on the 6th day of September 1889.

6. Your petitioners submit that the custom referred to in paragraph 1 of this petition is one of universal acceptance among all merchants in Bombay, and that, therefore, it is of the most vital importance to the whole of the mercantile community that Your Excellency in Council should pass a short Act with as little delay as possible putting the railway receipts of all Railway Companies on the same footing as bills of lading, and declaring them instruments or documents of title under sections 102 and 103 of the Indian Contract Act, 1872, or make provision for the use of a uniform railway receipt in India that shall come within the said sections of the said Act.

Your petitioners, therefore, pray that a short Act may be passed as soon as possible declaring the railway receipts of all Railways in India instruments or documents of title under sections 102 and 103 of the Indian Contract Act, or that provision may be made for the use of a uniform railway receipt in India that shall come within the said sections of the Contract Act, or that such other provision may be made as Your Excellency in Council may think expedient or desirable for effectuating the objects of this petition."

By order of His Excellency the Right Honourable the Governor in Council,

K. A. JOPP, Colonel, R. E.,
Acting Secretary to Government.

POLITICAL DEPARTMENT.

Bombay Castle, 27th June 1890.

No. 4044.—The following Notification by the Government of India in the Foreign Department is republished for general information with reference to this Department Notification No. 1161 dated 18th February 1890:—

"Simla, the 17th June 1890.

No. 1234-E.—With reference to Foreign Department Notification No. 334-E, dated the 10th February 1890, and under the provisions of Article

4 of the Persian Coast and Islands Order in Council, 1889, as republished thereunder, the Governor General of India in Council hereby appoints the 14th day of August 1890 as the date on which the said Order in Council shall come into force.

So much of Foreign Department Notification No. 2402-E-P, dated the 6th October 1881, as may be inconsistent with the provisions of the said Order in Council or of any other Orders in Council for the time being in force is hereby cancelled.

(Signed) W. J. CUNNINGHAM,

Offg. Secretary to the Government of India."

No. 4046.—The following Notification by the Government of India in the Foreign Department is republished for general information with reference to this Department Notification No. 3341 dated 28th May 1890 :—

" Simla, the 19th June 1890.

No. 2025-I.—*Erratum.*—In Foreign Department Notification No. 1679-I, dated the 20th May 1890, for 'Damodar Narayan' read 'Damodar Mayaram.'

(Signed) W. J. CUNNINGHAM,
Offg. Secretary to the Government of India."

Bombay Castle, 2nd July 1890.

No. 4134.—The following Notification by the Government of India in the Foreign Department is republished for general information :—

" No. 1318 E.

FOREIGN DEPARTMENT.

Simla, the 26th June 1890.

NOTIFICATION.

The following Order, which was published at Zanzibar on the 24th day of April 1890, is hereby republished for general information :

Order bringing into operation in Zanzibar the Indian Contract and Limitation Acts.

In pursuance of the Zanzibar Order in Council of 1884, it is hereby ordered that the enactments of the Governor-General of India in Council hereinafter specified as respectively amended or represented for the time being by any other enactments of the Governor-General of India in Council for the time being in force shall come into operation in Zanzibar on and after the dates hereinafter specified, that is to say :

1. 'The Indian Contract Act, 1872,' on and after the 1st January, 1891.
2. 'The Indian Limitation Act, 1877,' on and after the 1st January, 1892.

This Order is to be published in Zanzibar in the same manner as Rules of Procedure in force under the said Order in Council, and is to be published in India in *The Gazette of India* at such times as Her Majesty's Consul General for Zanzibar appoints, and is to have effect for the purposes of publication as from the date hereof.

(Signed) SALISBURY,

One of Her Majesty's Principal Secretaries of State.

Foreign Office, March 5th, 1890.

(Signed) W. J. CUNNINGHAM,

Offg. Secretary to the Government of India."

By order of His Excellency the Right Honourable the Governor in Council,

W. LEE-WARNER,

Secretary to Government.

MARINE DEPARTMENT.

Bombay Castle, 17th June 1890.

No. 45.—The following Notice to Mariners, dated 23rd April last, issued by the Commissioners of the

Port of Rangoon, is published for general information :—

" BURMA—GULF OF MARTABAN.

Rangoon River—Elephant Point.

On the 10th proximo two white lights will be shown on the pitch of Elephant Point 200 feet apart in a W.N.W. and E.S.E. direction, magnetic, the light nearest the beach at an elevation of 15 feet, and the light furthest inshore at an elevation of 25 feet from the ground.

These two lights in one will cut the present position of the Upper Spit Buoy, and are intended to lead vessels from thence direct to Elephant Point, and *vice versa*."

Bombay Castle, 24th June 1890.

No. 48.—Under the provisions of Section 74 of the Bombay Port Trust Act, 1879, the following alterations in Pilotage Bye-law No. 64 made by the Trustees of the Port of Bombay under Section 72 of the said Act are published :—

" Cancel the last 14 words of Pilotage Bye-law No. 64 and substitute the following :—

'proportionally according to the scale of pay given in the next para.'

For the purposes of this bye-law the pay of the several grades of running pilots shall be taken to be as follows :—

1st Grade Pilot, Rs. 400 per mensem.

2nd " " " 330 "

3rd " " " 265 " "

Bombay Castle, 25th June 1890.

No. 49.—The following Notice to Mariners is published for general information :—

Notice to Mariners.

WEST COAST OF INDIA.

NORTH KA'NARA COAST.

Temporary Removal of Buoys.

Information has been received from the Commissioner of Customs that the undermentioned buoys have been removed for the S.W. Monsoon on the dates specified below :—

The Murdeshwar Buoy on the 23rd May 1890.

The Bhatkal Buoy on the 26th May 1890.

No. 50.—The following Notice to Mariners is published for general information :—

Notice to Mariners.

WEST COAST OF INDIA.

Temporary Removal of Buoys.

With reference to Notice to Mariners No. 32, dated 7th ultimo, further information has been received from the Commissioner of Customs that the undermentioned Buoys were removed for the South-West Monsoon on the dates noted against each :—

The Alibág Buoy... 28th May 1890.

The Anjanvel Buoy... 15th May 1890.

The Bānkot Buoy (inner and outer) ... 22nd May 1890.

Ambulgad Reef Buoy... 21st May 1890.

Mālvān Buoys, Outer Rock. 22nd May 1890.

Chaldea Rock Buoy... 26th May 1890.

No. 51.—The following Notice to Mariners is published for general information, in supersession of Government Notification No. 47, dated 18th June 1890 :—

"The Musawwa authorities have established a light-house on the N.N.W. point of the island of Sheikh-ul-Abu, situated—

N. Latitude $16^{\circ} 2' 16''$.

E. Greenwich Longitude $39^{\circ} 24' 45''$.

The light is a fixed one, and on clear nights can be seen at eight miles distance. At low tide it is about 14 metres above the level of the sea. It illuminates with red light a sector of 40° between the 136^{th} 176^{th} degree, with white light a sector of 160° , leaving a dark sector of 160° between the 336^{th} 136^{th} degree."

By order of His Excellency the Right Honourable the Governor in Council,
B. H. POTTINGER, Major-General,
Secretary to Government.

GENERAL ORDERS

By the Right Honourable the Governor in Council.

MILITARY DEPARTMENT.

Bombay Castle, 30th June 1890.

No. 353.—The undermentioned officer is admitted to the Bombay Staff Corps with effect from the date specified, subject to the confirmation of the Right Honourable the Secretary of State for India :—

Lieutenant Alexander Harry Dennys, Royal Marines Light Infantry, Officiating Wing Officer, 21st Regiment Bombay Infantry,—18th December 1888.

No. 354.—The undermentioned officer having completed twenty-six years' service, eight of which have been in the Staff Corps, to be Lieutenant-Colonel from the date specified, subject to Her Majesty's approval :—

Staff Corps,

Major George Westrenen Sawyer,—28th June 1890.

Bombay Castle, 1st July 1890.

No. 355.—Colonel C. C. Pemberton, Staff Corps, is permitted to retire from the Service from the 11th June 1890, subject to Her Majesty's approval.

No. 356.—The following Native promotions are made with effect from the 9th May 1890 :—

1st Regiment Bombay Infantry.

Subhedar Nihal Singh to be Subhedar Major, Jamadar Suntoo Singh to be Subhedar and Color Havaldar Buldeo Pershad to be Jamadar (provisionally) vice Subhedar-Major Shaikh Ibrahim, pensioned.

No. 357.—The following General Order by the Government of India, No. 548 dated 20th June 1890, is republished :—

"MILITARY ACCOUNTS DEPARTMENT IN INDIA.

No. 548.—Mr. J. Jones, Deputy Examiner, First Grade, to be Assistant Military Accountant, 3rd Class, with effect from the 7th June 1890, vice Captain T. H. Eyre, who has resigned."

No. 358.—The following General Order by the Government of India, No. 560 dated 20th June 1890, is republished :—

"ORDNANCE DEPARTMENT.

No. 560.—Honorary Lieutenant and Assistant Commissary G. Penstone to be Deputy Commissary ;

Honorary Lieutenant and Supernumerary Assistant Commissary T. W. Brumby to be absorbed in this grade,—with effect from the 1st May 1890, vice Honorary Captain and Deputy-Assistant Commissary P. Nelson, transferred to the pension establishment."

No. 359.—The following General Order by the Government of India, No. 561 dated 20th June 1890, is republished :—

"ORDNANCE DEPARTMENT.

No. 561.—Conductor Charles Fletcher to be Deputy-Assistant Commissary, with effect from the 1st May 1890, to complete the establishment."

No. 360.—The following General Order by the Government of India, No. 562 dated 20th June 1890, is republished :—

"ORDNANCE DEPARTMENT.

No. 562.—Sub-Conductor Thomas Martin to be Conductor, and Store Sergeant Edward Russell Adkin to be Sub-Conductor, with effect from the 1st May 1890, vice Conductor Fletcher, promoted."

No. 361.—The following General Order by the Government of India, No. 571 dated 20th June 1890, is republished :—

"ORDER OF BRITISH INDIA.

No. 571.—The Governor-General in Council is pleased to make the following promotion in and admission to the Order of British India, with effect from the date specified :

BOMBAY.

To the 1st Class, with the title of 'Sardar Bahadur.'

Subadar-Major Shaikh Ismail, *Bahadur*, 7th Bombay Infantry, vice Pensioned Subadar Major Bhima Nair, *Sardar Bahadur*, deceased,—23rd April 1890.

To the 2nd Class, with the title of 'Bahadur.'

Risaldar Rup Singh, 2nd Bombay Lancers, Native Aide-de-Camp to His Excellency the Governor of Bombay vice Subadar-Major Shaikh Ismail, promoted,—23rd April 1890."

No. 362.—The undermentioned officer has been granted by the Secretary of State for India an extension of leave for the period specified :—

Lieutenant H. Welman, Staff Corps, fourteen days, urgent private affairs.

No. 363.—The undermentioned officer is granted leave to proceed out of India on medical certificate, under the leave rules for the Staff Corps, the leave

to have effect in India from the date of being struck off duty till the date of sailing; the specified period to count from the date of leaving India:—

Lieutenant W. T. Vincent, Staff Corps, Deputy Assistant Commissary General, Second Class, for one year. Pension service sixth year, commenced 7th February 1890.

Bombay Castle, 2nd July 1890.

No. 364.—The undermentioned officers have been granted by the Secretary of State for India extensions of leave for the periods specified:—

Surgeon-Major James Arnott, M.D., I. M. S., four months, medical certificate.

Captain R. W. Sherard, Staff Corps, four months, medical certificate.

Major H. P. Young, Staff Corps, seven days, private affairs.

No. 365.—The undermentioned officer is admitted to the Bombay Staff Corps, with effect from the date specified, subject to the confirmation of the Right Honourable the Secretary of State for India:—

Second Lieutenant William Alexander Macdonald Bruce, 2nd Battalion Gloucestershire Regiment, officiating Wing Officer, 7th Bombay Infantry,—23rd December 1888.

Second Lieutenant Bruce will rank as Lieutenant in the Bombay Staff Corps with effect from the 23rd December 1888, subject to Her Majesty's approval.

No. 366.—The following General Order by the Government of India, No. 598 dated 27th June 1890, is republished with reference to G. G. O. No. 358 dated 1st July 1890:—

“ORDNANCE DEPARTMENT.

No. 598.—In G. G. O. No. 560 of 1890 Honorary Captain P. Nelson should have been described as a Deputy Commissary.”

By order of His Excellency the Right Honourable the Governor in Council,

B. H. POTTINGER, Major-General,
Secretary to Government.

CIVIL APPOINTMENTS, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 27th June 1890.

No. 4043.—The following Notifications by the Government of India in the Foreign Department are republished for general information:—

“*Simla, the 16th June 1890.*

No. 990-G.—The Governor-General in Council is pleased to recognise the appointment of Mr. Hormasji Cowasji as Acting Consul for Portugal at Aden during the absence of Mr. Dorabji Dinshaw.

No. 993-G.—The Governor-General in Council is pleased to recognise the appointment of Mr. Muncherji Dorabji as Acting Vice-Consul for Spain at Aden during the absence of Mr. Dorabji Dinshaw.

(Signed) W. J. CUNINGHAM,
Offg. Secretary to the Government of India.”

Bombay Castle, 28th June 1890.

No. 4054.—The Brigadier General-Commanding Aden Division and the Resident of Aden has, with the approval of the Governor in Council, nominated Lieutenant F. H. T. Alexander, Second Battalion Leicestershire Regiment, as officiating Aide-de-Camp to the Resident, with effect from the 1st May 1890.

Bombay Castle, 30th June 1890.

No. 4104.—With reference to this Department Notification No. 1792, dated the 18th March last, Rao Bahádur Ghelabhai Thakordas is appointed, on his return from leave, to act as Fourth Deputy Assistant Political Agent, Káthiáwár.

Bombay Castle, 2nd July 1890.

No. 4132.—The following Notifications by the Government of India in the Foreign Department are republished for general information:—

“*Simla, the 26th June 1890.*

No. 1050-G.—The Governor-General in Council is pleased to recognise the appointment of Mr. Alexander McLaggan as Acting Consul for Siam at Bombay during the absence of Mr. C. H. B. Forbes.

No. 1053-G.—The Governor-General in Council is pleased to recognise the appointment of Mr. E. Muller as Acting Consul for the Netherlands at Bombay during the absence of Mr. L. Aspli.

(Signed) W. J. CUNINGHAM,
Offg. Secretary to the Government of India.”

By order of His Excellency the Right Honourable the Governor in Council,

W. LEE-WARNER,
Secretary to Government.

JUDICIAL DEPARTMENT.

Bombay Castle, 24th June 1890.

No. 3348.—In modification of Government Notification No. 2220 dated 26th April 1890, it is hereby notified that Mr. J. L. Johnston received charge of the office of Judge and Sessions Judge of Dhárwár on the 4th April last, in the afternoon.

Bombay Castle, 25th June 1890.

No. 3350.—Mr. L. H. Spence, District Superintendent of Police, Kaira, is allowed privilege leave for three months from 2nd August 1890, or such subsequent date as he may avail himself of it.

Bombay Castle, 26th June 1890.

No. 3383.—Mr. J. D. S. FitzMaurice is appointed, on the return to duty of Mr. M. B. Baker, to do duty as Assistant Judge and Sessions Judge at Poona and Assistant Agent for Sardárs in the Deccan.

Bombay Castle, 27th June 1890.

No. 3396.—Ráo Sáheb Dattatraya Nilkanth Joshi, Mámlatdár of táluka Sháháda in the district of Khándesh, is appointed, under Section 12 of the Code of Criminal Procedure, 1882, to be a Magistrate of the Third Class in that district, and is invested with the following additional powers specified in the fourth schedule to the said Code:—

Power to make orders prohibiting repetitions of nuisances (Section 143).

Power to make orders under Section 144.

Power to hold inquests (Section 174).

Power to take cognizance of offences upon complaint and upon police reports (Section 191).

No. 3416.—His Excellency the Governor in Council is pleased, in supersession of the orders contained in Government Notification No. 3074 dated 10th June 1890, directing the transfer of Ráo Sáheb Moreshwar Narayan Ovalekar from Bhiwandi to Sangameshwar as Joint Subordinate Judge, to make the following transfers of Second Class Subordinate Judges:—

Ráo Sáheb Moreshwar Narayan Ovalekar from Bhiwandi to Pen.

Ráo Sáheb Ramechandra Balkrishna Chitale from Pen to Dápoli as Joint Subordinate Judge.

2. His Excellency the Governor in Council is pleased, in accordance with the powers conferred upon him by Section 28 of the Bombay Civil Courts Act (XIV of 1869) to invest Ráo Sáheb Moreshwar Narayan Ovalekar, on his taking charge of the Subordinate Court of Pen, and Ráo Sáheb Ramechandra Balkrishna Chitale, on his transfer to Dápoli, the former within the limits of the ordinary jurisdiction of the Subordinate Court of Pen, and the latter within the limits of the ordinary jurisdiction of the Subordinate Court of Dápoli, with the powers of a Judge of a Court of Small Causes for the trial of suits of which the value does not exceed fifty Rupees.

Bombay Castle, 30th June 1890.

No. 3455.—Captain F. E. Johnson, Royal Artillery, is appointed to act as Cantonment Magistrate at Deesa vice Captain W. A. Thompson, transferred, and pending the return to duty of Captain A. Wapshare, or further orders.

2. Captain Johnson is also appointed, under Section 12 of the Code of Criminal Procedure, 1882, to be a Magistrate of the First Class within the limits of the military cantonment of Deesa.

No. 3459.—A'zam Hanmant Govind Huilgolkar, acting Mahálkari of petha Murgod in the district of Belgaum, is appointed, under Section 12 of the Code of Criminal Procedure, 1882, to be a Magistrate of the Third Class in that district.

No. 3461.—*Erratum.*—In the first line of Government Notification No. 2852 dated 26th May

1890, published at page 506 of the *Bombay Government Gazette* of 29th May 1890, Part I, for the words "Ráo Sáheb Gopal Anant Bhavé" read "Ráo Sáheb Anant Gopal Bhavé."

No. 3462.—Ráo Sáheb Ramrao Krishna, Mámlatdár of táluka Jávi in the district of Sátára, is appointed, under Section 12 of the Code of Criminal Procedure, 1882, to be a Magistrate of the Second Class in that district.

No. 3463.—A'zams Rajaram Balkrishna Tipnis, Hapizudin Zulfikar Alli and Sakharam Raghunath, Head Kárkúns of tálukas Igatpuri, Nándgaon and Dindori in the district of Násik, are appointed, under Section 12 of the Code of Criminal Procedure, 1882, to be Magistrates of the Third Class in that district, and are invested with the following additional powers, specified in the fourth schedule to the said Code:—

Power to make orders prohibiting repetitions of nuisances (Section 143).

Power to make orders under Section 144.

Power to hold inquests (Section 174).

Power to take cognizance of offences upon complaint and upon police reports (Section 191).

No. 3465.—In exercise of the power conferred on him by Clause (1) of Section 3 of the Bombay Mámlatdárs' Courts Act, 1876, His Excellency the Governor in Council is pleased to authorize A'zam Vishwanath Janardhan Karandikar, Mahálkari of petha Navápur in the Khándesh District, to exercise within that petha the powers of a Mámlatdár under the Mámlatdárs' Courts Act.

No. 3467.—The powers of a Magistrate of the Second Class conferred on Mr. Bhalechandra Trim-bak Bapat by Government Notification No. 1404 dated 12th March 1890, are hereby withdrawn at his own request under Section 41 of the Code of Criminal Procedure, 1882.

In exercise of the power conferred by Section 14 of the Code His Excellency the Governor in Council is pleased to confer on Mr. Krishnarao Purshotam Tilak, in the area comprised within the limits of the Poona City Municipality and the Poona Suburban Municipality, all the powers conferred or conferrible by or under the said Code on a Magistrate of the Second Class, and in exercise of the power conferred by Section 15 of the said Code His Excellency in Council is further pleased to direct that Mr. Krishnarao Purshotam Tilak shall be a member of, and shall exercise the powers conferred on, the Bench A of Special Magistrates constituted by Government Notification No. 1404 dated 12th March 1890.

No. 3469.—Messrs. Gangadhar Vishwanath Gokhalé and Byramji Padamji respectively delivered over and received charge of the office of Registrar of the Court of Small Causes, Poona, on the 19th instant, in the afternoon.

No. 3470.—In exercise of the power conferred on him by Clause (1) of Section 3 of the Bombay Mámlatdárs' Courts Act, 1876, His Excellency the Governor in Council is pleased to authorize Azam Rangrao Krishna Bhandivad, Mahálkari of petha Murgod in the Belgaum District, to exercise within that petha the powers of a Mámlatdár under the Mámlatdárs' Courts Act.

No. 3471.—Mr. S. R. Arthur, Assistant Collector in the district of Poona, is appointed, under Section 12 of the Code of Criminal Procedure, 1882, to be a Magistrate of the First Class in that district.

Bombay Castle, 1st July 1890.

No. 3484.—The powers of a Magistrate of the Second Class conferred upon A'zam Sakarlal Chandulal by Government Notification No. 2096, dated 19th April 1890, are, under Section 41 of the Code of Criminal Procedure, 1882, hereby withdrawn.

By order of His Excellency the Right Honourable the Governor in Council,

W. LEE-WARNER,
Secretary to Government.

EDUCATIONAL DEPARTMENT.

Bombay Castle, 27th June 1890.

No. 1387.—Mr. M. V. Kane, Head Master, Dhārwar High School, was granted leave on medical certificate for one month commencing from 27th March last.

Bombay Castle, 30th June 1890.

No. 1397.—Mr. A. Barrett, Professor of English Literature, Elphinstone College, is granted privilege leave for one month.

Bombay Castle, 2nd July 1890.

No. 1414.—With reference to Government Notification No. 1201 dated 3rd June 1890, it is hereby notified that Mr. Ibrahim M. Sayani, B.A., delivered over charge of the Broach High School on the 9th ultimo, after office hours, and Mr. Madhavlal H. Desai, B.A., received charge of the same school on the 16th idem, before office hours.

No. 1415.—With reference to Government Notification No. 1201 dated 3rd June 1890, it is hereby notified that Messrs. Madhavlal H. Desai, B.A., and Hiralal Narotumdas Dalal, B.A., respectively delivered over and received charge of the Nadiad High School on the 14th ultimo, before office hours.

No. 1416.—With reference to Government Notification No. 1308 dated 14th June 1890, it is hereby notified that Mr. Ganesh Venkatesh Joshi, B.A., received charge of the office of Vice-Principal, Poona Training College, on the 24th ultimo, before office hours.

By order of His Excellency the Right Honourable the Governor in Council,

W. LEE-WARNER,
Secretary to Government.

REVENUE DEPARTMENT.

Bombay Castle, 30th June 1890.

No. 4551.—Under Section 12 of Act III of 1877 the following appointments were made in the Registration Department:—

Surat District.

Mr. Madhurām Kevalrām, officiating Sub-Registrar of Māndvi, from 19th to 23rd March and from 18th to 25th May 1890.

Mr. Kalyānrāi Govindrāi, officiating Sub-Registrar of Bārdoli, from 15th to 18th May 1890.

Mr. Chunilāl Kāhandās, officiating Sub-Registrar of Olpād, from 6th to 9th March 1890.

Mr. Kāsanji Ranchhodji, officiating Sub-Registrar of Bulsr, from 7th to 9th February and from 12th February to 23rd March 1890.

Mr. Mādhavdās Bhugvāndās, officiating Sub-Registrar of Bulsr, from 24th March to 23rd April 1890.

Mr. Haribhāi Gopālji, officiating Sub-Registrar of Chikhli, from 29th March to 1st April 1890.

Mr. Gokaldās Uttamrām, officiating Sub-Registrar of Pardi, from 4th to 7th May 1890.

Panch Mahals District.

Mr. Chhaganlāl Dulabdas, officiating Sub-Registrar of Jhālod, from 15th February to 19th May 1890.

Khāndesh District.

Mr. Lakshman Shāmrao, officiating Sub-Registrar of Amalner, from 26th May to 1st June 1890.

Nāsik District.

Mr. Vāsudeo Sakhārām, officiating Sub-Registrar of Dindori, from 31st May to 4th June 1890.

Sholāpur District.

Mr. Balvant Keshav, officiating Sub-Registrar of Pandharpur, from 30th May to 5th June 1890.

No. 4572.—Ningangauda bin Basangauda, late Revenue and Police Pātil of mauze Mugod, taluka Rānebennur in the Dhārwar Collectorate, having been dismissed from office on account of grave misconduct, is hereby declared incapable of serving Government again in any capacity.

No. 4575.—Mr. E. G. Oliver, Assistant Conservator of Forests, Third Grade, is promoted to the Second Grade from 16th April 1890.

Bombay Castle, 2nd July 1890.

No. 4606.—His Excellency the Governor in Council is pleased to appoint Mr. R. E. Candy, C. S., to hold charge of the office of Superintendent, Mahābaleshvar, during the absence of Surgeon H. P. Dimmock on privilege leave, or pending further orders.

By order of His Excellency the Right Honourable the Governor in Council,

J. NUGENT,
Chief Secretary to Government.

GENERAL DEPARTMENT.

Bombay Castle, 2nd July 1890.

No. 2585.—His Excellency the Governor in Council is pleased to appoint Surgeon W. H. Quicke, on being relieved by Surgeon-Major F. C. Barker, M.D., F.R.C.S.I., at Rājkot, to act as Civil Surgeon, Kaira, pending further orders.

By order of His Excellency the Right Honourable the Governor in Council,

J. NUGENT,
Chief Secretary to Government.

PUBLIC WORKS DEPARTMENT.
(RAILWAY.)

Bombay Castle, 26th June 1890.

No. 26.—The following Notification by the Government of India in the Public Works Department is republished for information :—

"No. 278, dated 20th June 1890.—The Governor General in Council is pleased to order the following promotions and reversions to and in the classes of Chief and Superintending Engineers, with effect from the dates specified, in supersession and in continuation of those notified in Notification No. 223 dated 10th May 1890 :

Names.	From	To	Nature of promotion.	With effect from
* Firebrace, Lieutenant-Colonel F., R.E.	* Chief Engineer, 3rd Class, sub. <i>pro tem.</i>	* Superintending Engineer, 1st Class.	*	* 18th March 1890.
* LaTouche, H. C. D. ...	* Superintending Engineer, 1st Class.	* Chief Engineer, 3rd Class.	* Sub. <i>pro tem.</i> ...	* 18th March 1890.
* LaTouche, H. C. D. ...	* Chief Engineer, 3rd Class, sub. <i>pro tem.</i>	* Superintending Engineer, 1st Class.	*	* 8th April 1890.
* Jopp, Colonel K. A., R.E.	* Superintending Engineer, 3rd Class, sub. <i>pro tem.</i>	* Superintending Engineer, 3rd Class.	* Temporary ...	* 8th April 1890.
* *	* *	* *	* *	* * "

By order of His Excellency the Right Honourable the Governor in Council,

K. A. JOPP, Colonel, R.E.,
Acting Secretary to Government.

Miscellaneous Notifications. Appointments, &c.

BY HER MAJESTY'S HIGH COURT OF JUDICATURE.

APPELLATE SIDE.

The District Judge of Ahmednagar granted Ráo Sáheb Damodar Waman Bhat, Subordinate Judge of Kada and Karjat, privilege leave for one month from the 4th instant.

C. H. JOPP,
Acting Registrar.

Bombay, 21st June 1890.

The Honourable the Chief Justice and Judges of Her Majesty's High Court of Judicature at Bombay have been pleased to admit Mr. Srinivas Aiengar S. Setlur, B.A., LL.B., as a Vakil of the High Court.

KRISHNAMUKHRAM A. MEHTA,
Acting Deputy Registrar.

Bombay, 1st July 1890.

BY THE COMMISSIONERS.

NORTHERN DIVISION.

Ráo Sáheb Ramrao Annapa, Head Accountant, substantive *pro tem.* Third Grade, is transferred to Dhárwar vice Ráo Sáheb Keshav Narayan Joshi, who exchanges with him.

Ahmedabad, 27th June 1890.

A'zam Jhaverbhai Mathurbhai is appointed to act as Mámlatdár of A'nand in Kaira during the

absence of Ráo Sáheb Valabdas Kasandas on privilege leave for one month from the 9th instant.

Erratum.—In this Office Notification dated 9th instant, published at page 548 of the *Bombay Government Gazette*, Part I, 1890, for "25th ultimo" read "30th ultimo."

Ahmedabad, 30th June 1890.

H. E. M. JAMES,
Commissioner, N. D.

CENTRAL DIVISION.

Ráo Sáheb Sakham Chimnaji Joshi, on being relieved of his duties as Huzúr Account Officer, Poona, to do duty as Mámlatdár and First Class Magistrate at Junnar in the Poona District during the employment of Ráo Sáheb Vasudev Ramchandra Patvardhan in the Aundh State.

A'zam Purshottam Sakham Patanker, Head Kárkún of táluka Pimpalner in the Khándesh District, acted as Mámlatdár of the same táluka from 3rd April to 28th May 1890, both days inclusive, during the absence of Ráo Sáheb Balkrishna Narhar Dani on sick leave.

Pooná, 24th June 1890.

Mr. Govind Sadashiv Bhide, Deputy Accountant in the Collector's office, Ahmednagar, acted as Head Accountant in the same office from 11th March to 9th June 1890, both days inclusive, during the absence on privilege leave of Khán Sáheb Adarji Nasarwanji Nanawati.

Consequent on the retirement of Ráo Sáheb Ramchandra Govind, substantive *pro tem*. Sixth Grade Inspector of Police, Khándesh District, the following appointment is made :—

Mr. Rajaram Sheoram, First Class Chief Constable of the Ahmednagar District Police, is appointed to be substantive *pro tem*. Sixth Grade Inspector of Police in Khándesh.

Poona, 25th June 1890.

A'zam Waman Balkrishna Deshpande, Mahálkari of petha Párola, is appointed to act as Mámlatdár of Shirpur during the absence of Ráo Sáheb Laxmon Chintaman Phadke on five and a half months' sick leave granted to him with effect from 12th March 1890, or until further orders.

Poona, 26th June 1890.

Messrs. Sakharam Chinnaji Joshi and Shridhar Gundu respectively delivered over and received charge of the Huzúr Account and Stamp Offices, Poona, on the 24th instant, in the afternoon.

Messrs. R. B. Stewart and V. B. Wadekar respectively delivered over and received charge of the Forest Settlement Office, Ahmednagar, on the 23rd instant, in the afternoon.

Messrs. R. B. Stewart and V. B. Wadekar respectively delivered over and received charge of the office of District Deputy Collector, Ahmednagar, on the 23rd instant, in the afternoon.

Poona, 30th June 1890.

The transfer of Khán Sáheb Mir Chiragudin, Mámlatdár of Málegaon, to the Erandol Táluka of the Khándesh District, notified at page 591 of the *Bombay Government Gazette*, Part I, dated 26th ultimo, is cancelled, and the following arrangement is ordered :—

Mr. Digambar Dalaya, B.A., Head Clerk to the Collector of Sátára, to officiate as Mámlatdár of Erandol in the Khándesh District.

Poona, 1st July 1890.

G. F. M. GRANT,
Commissioner, C. D.

SOUTHERN DIVISION.

Messrs. C. H. Hill and Laxman Narayan Ajaonkar respectively delivered over and received charge of the office of District Deputy Collector, Ratnágiri, on the 27th ultimo, in the forenoon.

Belgaum, 24th June 1890.

Messrs. Laxman Narayan Ajaonkar and W. C. Rand respectively delivered over and received charge of the office of Assistant Collector, Ratnágiri, on the 27th ultimo, in the forenoon.

Mr. Shivram Ramchandra Patwardhan, Deputy Accountant, is appointed to act as Head Accountant at Ratnágiri during the deputation to Savántvadi of Ráo Sáheb Laxman Nana Patil from the 11th instant, or until further orders.

Belgaum, 25th June 1890.

Messrs. N. G. Deshpande and W. L. Harvey respectively delivered over and received charge of the Bijápúr Táluka on the 9th instant.

Ráo Sáheb Jagannath Vittal Dhond, acting Mámlatdár of Devgad, was substantive *pro tem*.

Fourth Grade Mámlatdár from 1st April to 10th May 1890 vice Ráo Sáheb Vittal Mahadeo Kondvikar, retired from 1st April 1890.

Belgaum, 25th June 1890.

Mr. Sakharam Narayan Vardhe, Head Kárkún, acted as Mámlatdár of Dápoli from 8th April to 17th May 1890, both days inclusive, pending the arrival of the Mahálkari of Mandangad, Mr. Raghunath Ramchandra Joglokar, appointed substantive *pro tem*. Mámlatdár during the absence of the permanent incumbent on leave without pay.

Belgaum, 27th June 1890.

ALFRED KEYSER,
Acting Commissioner, S. D.

BY THE COMMISSIONER OF CUSTOMS SALT, OPIUM AND A'BKÁRI.

No. 3073.—The following appointments are made to fill up the Toddy Distillery Inspectorships in the Ratnágiri and Kánara Districts sanctioned in Government Resolution No. 3095 dated 6th June 1890 :—

1. K. A. Moos, A'b'kári Inspector, Bombay, on Rs. 50,
2. Ardesir Kavasji Ialkaka, Gauger, Vesáva Distillery, Thána District, on Rs. 50,
3. V. B. Pendse, Gauger, Toddy Distillery, Uran, Kolába District, on Rs. 50,
4. Abdul Rasul, Gauger, Revdanda Distillery, Kolába District, on Rs. 50,
5. Sakharam Moreshwar, A'b'kári Inspector, Ratnágiri, on Rs. 50,
6. Balkrishna Yadneshwar, A'b'kári Inspector, Bombay, on Rs. 50,

are appointed to be Distillery Inspectors in the Ratnágiri District on Rs. 60 each,

1. H. P. Qutorio, A'b'kári Inspector, Ahmednagar, on Rs. 50,
2. Shaik Rajesaheb valad Mohidin, A'b'kári Inspector, Dhárwar, on Rs. 50,
3. Jamaludin valad Hussein Bangi, A'b'kári Inspector, Bijápúr, on Rs. 50,
4. Shaik Abdul Azim, A'b'kári Inspector, Poona, on Rs. 50,

are appointed Distillery Inspectors in the Kánara District on Rs. 60 each.

The above named officers should report themselves to the Collector of the district concerned as soon after the 1st July next as possible. The Collectors will be good enough to issue orders as to the particular distillery to which each officer is to be posted.

Kharsetji Manekji Veriava, Gauger, Bassein Distilleries, on Rs. 40, is promoted to be Gauger on Rs. 50 at the Vesáva Distilleries.

Visaji Balkrishna, Sub-Inspector, Salsette, on Rs. 30, is appointed to be Gauger, Bassein Distilleries, on Rs. 40.

Balaji Nimbaji Mane, Head Constable, Sátára Police, and acting Inspector of A'b'kári in the Thána District on a salary of Rs. 35, to be Sub-Inspector, Salsette, on Rs. 30.

Abdul Wahab, Distillery Inspector, Revadanda, on Rs. 100, and doing duty as District Inspector, Belgaum, is transferred to the Thána District to do duty as District Inspector, Jawhar, on the same pay vice Balaji Nimbaji Mane.

- Vishnu Laxman Palsikar, District Inspector, Sátára, on Rs. 60, is promoted to Rs. 70 substantive *pro tem.* vice Kharsetji Nowroji, promoted to be substantive *pro tem.* A'bkári Inspector on Rs. 75 (*vide* this office order No. 1840 dated 15th April 1890), and transferred to do duty in the Belgaum District vice Abdul Wahab.

Phirozsha Palanji is appointed to be A'bkári Inspector on Rs. 60, on probation for six months, and to do duty in the Sátára District. Before joining the appointment he should attend at the Distillery at Mundhwa to learn the work of gauging and testing spirits.

Poona, 23rd June 1890.

No. 3292.—In supersession of paragraph 4 of this Office No. 3073 of the 23rd instant, appointing Sheik Abdul Azim, Inspector, Poona, on Rs. 50, to be Distillery Inspector, Kánara, on Rs. 60, the following appointments are made:—

Mr. Merwánji Shapurji, substantive *pro tem.* Gauger on Rs. 50 in the Uran Mowra Distilleries, is appointed to be Toddy Distillery Inspector, Kánara, on Rs. 60.

Mr. A. Z. Fernandez, Clerk, Import Department, Bombay Custom House, on Rs. 45, is appointed to be substantive *pro tem.* Gauger on Rs. 50 in the Uran Mowra Distilleries vice Mr. Merwanji Shapurji.

Poona, 30th June 1890.

J. K. SPENCE,
Acting Commissioner of Customs,
Salt, Opium and A'bkári.

BY THE SANITARY COMMISSIONER.

No. 169.—Wamon Govind, Second Grade Local Fund Vaccinator, Kalvan Táluka, Násik Zilla, was granted sick leave from 4th April to 16th June 1890 inclusive, and Purushotam Narayan Bal, Candidate Vaccinator, was appointed to act for him.

No. 170.—Sheoram Appaji Powar, Third Grade Local Fund Vaccinator, Umbargaon Táluka, Thána Zilla, is promoted to Second Grade with effect from 28th March 1890 vice Ramchandra Jiawaji, invalidated.

No. 171.—Jiwba Hiroji and Sheoram Shitaram were appointed substantive *pro tem.* Third Grade Local Fund Vaccinator, Thána Zilla, with effect from 28th March to 4th April 1890 and from 5th April to 15th June 1890 inclusive, respectively, vice Sheoram Appaji, promoted.

No. 172.—Mahadev Govind Nadkar is appointed Third Grade Local Fund Vaccinator, Thána Zilla, with effect from 19th June 1890 vice Sheoram Appaji, promoted.

No. 173.—Shankar Ganesh, Third Grade Local Fund Vaccinator, Karád and Tásgaon Tálukas, Sátára Zilla, was granted leave without pay from 14th April to 4th June 1890 inclusive.

No. 174.—Parushram Shridhar, Candidate Vaccinator, was appointed substantive *pro tem.* Third Grade Local Fund Vaccinator, Karád and Tásgaon Tálukas, from 26th April to 4th June 1890 inclusive.

No. 175.—In Notification No. 83, dated 30th April 1890 publishing the appointment of Balaji Ramchandra Jakatdar as a Candidate Vaccinator or Nagar Zilla for "substantive *pro tem.*" read "permanent."

No. 176.—Girmallapa Virapa, Third Grade Local Fund Vaccinator, Gadag Táluka, Dhárwár Zilla, was granted privilege leave from 16th May to 15th June 1890 inclusive, and Venkaji Jayram was appointed to act for him.

No. 177.—Motilal Dulabhram, Candidate Vaccinator, is appointed substantive *pro tem.* Third Grade Local Fund Vaccinator, Chorási Táluka, Surat Zilla, with effect from 15th June 1890 vice Ganpat Jiawansing.

No. 178.—Assamal Idanmal, Third Grade Local Fund Vaccinator, was appointed substantive *pro tem.* Third Grade Vaccinator, Johi Táluka, Karáchi Zilla, till 19th May 1890.

No. 179.—Dariadinomal Naraindas, Candidate Vaccinator of Jacobabad, was appointed substantive *pro tem.* Third Grade Local Fund Vaccinator, Karáchi Zilla, till 19th May 1890, and Acting Third Grade Local Fund Vaccinator, Karáchi Zilla, from 20th May 1890 vice Assamal Idanmal on leave.

No. 180.—Gopal Ramchandra, Third Grade Local Fund Vaccinator, Vengurla Táluka, Ratnágiri Zilla, is granted privilege leave with effect from 16th June to 15th August 1890 inclusive, and Vithal Raoji, Candidate Vaccinator, is appointed to act for him.

Bombay, 2nd July 1890.

C. W. MACRURY, Surgeon-Major,
Sanitary Commissioner.

BY THE SURVEY AND SETTLEMENT COMMISSIONER.

Mr. A. E. Spring, Assistant Superintendent, Deccan Revenue Survey, returned from the eighty days' privilege leave granted him under Government Resolution No. 2444 dated 8th April last and took charge of his duties in that Survey on the 21st instant, in the forenoon.

Poona, 25th June 1890.

Mr. T. R. Fernandez Deputy Superintendent, Gujarát Revenue Survey, delivered over charge of his office to Mr. H. D. E. Forbes, Assistant Superintendent, Gujarát Revenue Survey, on the 25th instant, in the afternoon, and proceeded on the three months' privilege leave granted him under Government Resolution No. 4221 dated 16th instant.

Poona, 30th June 1890.

C. W. GODFREY, Colonel,
Acting Survey and Settlement Commissioner.

BY THE INSPECTOR-GENERAL OF POLICE.

Inspector Khán Sahab Mir Ahmed Alikhan, of the Dhárwár District Police, is allowed privilege leave for one month from 1st July 1890 or such subsequent date as he may avail himself of it.

H. SCANNELL,
Acting Inspector-General of Police.
Poona, 27th June 1890.

Published by Authority.

Separate paging is given to this Part, in order that it may be filed as a separate compilation.

REVENUE DEPARTMENT.

[illegible]

Issack, Hajee Abdool Latiff Hasum, Hajee Hassam Abdoola and Remootai; widow of Hajee Haroon Mahomed, Executors and Executrix of Hajee Haroon Mahomed, Gaspal Pascoal de Souza and partly by the Batty ground of Thucker Damodhur Lakhmidass; and on the west by the G. I. P. Railway Line and by the Batty ground of Mr. Shantaram Narayan and Rungari Esmail Rahimtoola, are required within the aforesaid village of Parel.

This declaration is made, under the provisions of Section 6, Act X of 1870, to all whom it may concern, who are hereby warned not to obstruct or interfere with persons employed on the land.

A plan of the abovementioned land can be seen at the office of the Collector of Land Revenue, Customs and Opium, Bombay.

By order of His Excellency the Right Honourable the Governor in Council,

J. NUGENT,
Chief Secretary to Government.