

THE



# Bombay Government Gazette.

Vol. 24.]

Published by Authority.

[ No. 19.

Three Rs. per Quarter.]

THURSDAY, 11TH MAY 1854.

[ Eight annas per copy.

## NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

The Right Hon'ble the Governor in Council having sanctioned the publication of a weekly paper, to be styled the "BOMBAY GOVERNMENT GAZETTE," notice is hereby given, that after this day all advertisements and other public papers of the Government will be printed in the BOMBAY GOVERNMENT GAZETTE only: and all orders or other public notices appearing in that paper, under the signature of the Secretaries, or other public officers of the Government, are hereby ordered and directed to be conformed to and obeyed accordingly.

Bombay Castle, 18th January 1832.

When official notifications from the Government are inserted in the BOMBAY GOVERNMENT GAZETTE, no communication on the same subject will be made in writing to any department concerned; but all public officers are required to take notice of such official notifications in the same manner as if they had been directly communicated to them by letter from the Secretary's office, and as heads of offices alone will be furnished by Government with the BOMBAY GOVERNMENT GAZETTE, they will be expected to communicate to their subordinate officers all orders which may in any manner concern them.

The Bombay Government Gazettes furnished by Government to public offices are to be lodged with the records, and are not to be removed from the office.

Published by order of the Right Hon'ble the Governor in Council,  
JOHN BAX, Secy. to Govt.

## NOTICE.

The Government Printing and Lithographing Departments having been transferred to the BOMBAY EDUCATION SOCIETY, all Printing and Lithographing required by any Department should be sent to the Office at Byculla.

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

## MARINE DEPARTMENT.

The Right Honorable the Governor in Council is pleased to notify that the Monthly Mails to Suez, and Mid-monthly Mails to Aden, are intended to be despatched on the undermentioned dates, viz:—

- On the 28th April to Suez.
- On the 10th May to Aden.
- On the 23rd May to Suez.
- On the 20th June to Suez.
- On the 20th July to Suez.
- On the 30th August to Suez.
- On the 11th September to Aden.

By Order of the Right Hon'ble the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,  
Secretary to Government.

Bombay Castle, 17th April 1854.

## Notice

Is hereby given, that verbal offers will be received at this Office, at 12 o'clock precisely on Saturday the 20th instant, for SUPPLYING cleaned GRAM and MUTT to the Commissariat Department at Poona and Kirkee, from 1st June 1854 to the 28th February 1855.

The Grain must be of unexceptionable quality, of the description usually furnished to this department, and delivered daily, free of expense beyond the stipulated price, into the Commissariat Stores, or at the Cavalry or Horse Artillery Lines at

Poona and Kirkee, as may be ordered. If any Grain tendered is considered objectionable by the executive Commissariat Officer, or the indenting Officers, and is not immediately exchanged by the contractor, the required quantity will be purchased by this department, without delay, at his risk and cost; and in all such cases (30) thirty per cent, upon the amount of the expenses incurred, or a fine of Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation, of any quantity of Grain by a Committee constitutes such breach of contract, whether the rejected Grain be replaced by the contractor or by this department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General; and that if the contract be so cancelled, the cash deposit below mentioned will be forfeited to Government.

The contract will only extend to Poona and Kirkee, but in the event of any of the Mounted Corps or Public Cattle moving, the contractor must supply one month's Grain for use on the march, if required, as well as for any Troops temporarily stationed at the above Stations.

Biddings for the contract will be in the Company's Rupees. No person will be permitted to bid who has not previously deposited in this Office Rupees (2,680) two thousand six hundred and eighty, which sum will be forfeited in the event of delay, evasion, or refusal on the part of any bidder to execute the necessary deed of contract when



required to do so, in the event of his offer being accepted. Bonded security to the further amount of Company's Rupees (10,720) ten thousand seven hundred and twenty, in addition to the above-mentioned deposit, will also be required previous to the execution of the contract, and the whole will be held as a guarantee for its due fulfilment.

Any parties whose offers are accepted will be required to produce their sureties for the approval of the Civil or Bazar Authorities, as necessary, within (15) fifteen days from the date of the acceptance of their offers, or the contract will be resold. No reason will be stated for rejecting any securities offered.

Sums retrenched by the Military Board will be recovered from the first bill subsequently presented for payment by the contractor; if such retrenchments are eventually remitted, the amount will be refunded to him.

The annual outlay on account of the contract is

estimated at Rupees (71,500) seventy-one thousand and five hundred, viz :—

For Gram, Rupees (69,100) sixty-nine thousand and one hundred.

For Mutt, Rupees (2,400) two thousand and four hundred.

Persons who, after offering for the contract, fail to furnish the necessary security, will be interdicted from bidding on future occasions.

No reason will be assigned for the rejection of any offer.

Further particulars will be made known on application at this Office, any day from 10 to 5 o'clock (Sundays excepted).

T. G. FRASER, Major,

Assist. Commissary General, P. D. A.

Poona, Commissariat Office,  
1st May 1854.

### Insolvent Debtors' Court.

Notice is hereby given, that the Petitions of the several persons hereunder named and described have been presented to the Court for the Relief of Insolvent Debtors, Bombay, praying, respectively, for the benefit of the Act made and passed in the Eleventh year of Victoria, Chapter XXI :—

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Salay Mahomed Khan Mahomed.	A Hack Buggy Driver. . . . .	Mahomedan.	Without the Fort, in Soortymolla, near Bellasis Road . . . . .	19th	April	1854.
Gopall Ramjee. . . . .	A Carpenters' Maistry. . . . .	Hindoo . . . . .	Without the Fort, on the Calcadavee Road.	25th	"	"
Curnanund Sadasejee.	A Clerk in the Accountant General's Office.	Ditto . . . . .	Without the Fort, in Hunooman Street ..	1st	May	"
Cassinath Sadasejee.	A Clerk in the Civil Auditor's Office.	Ditto . . . . .	Without the Fort, in Girgaum . . . . .	"	"	"

Orders in the matters of the above-named Insolvents' Petitions, that the real and personal Estates and Effects of the said Insolvents be vested in the Official Assignee of this Honorable Court, under Clause VII. of the said Act, have been duly made.

*Day appointed for Hearing the Petitions of the undermentioned Insolvents.*

Names.	Time.		
	Day.	Month.	Hour.
Gopall Ramjee. . . . .	1st Monday. . . . .	June next. . . . .	11 o'clock.
Curnanund Sadasejee . . . . .	Ditto . . . . .	Ditto . . . . .	Ditto.
Cassinath Sadasejee . . . . .	Ditto . . . . .	Ditto . . . . .	Ditto.

Opposing Creditors must file their Claims, verified by Affidavit, and pay the usual Fees, at my Office, at least three days before the Hearing. The above-named Insolvents have filed Schedules of their Debts, Estates, and Effects, in my Office.

*Dividends payable in the undermentioned Estates.*

Wassoodew Canoba, 3rd Monday in May instant, of 5 per cent.  
James Harrison, ditto ditto ditto.

W. BROOKFIELD,

Acting Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 2nd day of May 1854.



નાદાર દેવાદારોની કોરટ મધે.

બહેર ખૂબ એ ઊપરથી આપવામાં આવે છે, જે વીગત શયે એની હુકલ જે શંખશોના નામ લખા છે, તેઓએ મુંબઈની નાદાર દેણદાર લોકોનાં છુટકા કરનારી કોરટને અરજીઓ આપી છે, કે વીકટોરીઆના અગીઆરને વરસે જે ધારો બનાવી પસાર કરીએ છે, તેના એક વીચમાં બાબ પરનાં જે કોરવા કરીને હુમને દાદને પાહોંઆડો.

નામ.	ધંધો.	ખત.	રેહવાનું દેકાણું મુંબઈ મધે.	અરજીઓ દાખલ કરીઆની તારીખ.		
				જુલું	માસ.	વરસ.
શાલે મહંમદ માંન મહંમદ.	ભાડે ખગી હાકનાર.	મુશલ માંન.	કોટ બાહાર બેલા શીય રોડનીપા શે શુરતી મોલા પાશે.	૧૮ મે.	અપરેલ.	૧૮૫૪
ગોપાલરાંમજી.	શુથારનો નીશતરી.	હોંડુ.	કોટ બાહાર કાલ કા દેવીનાં રશ તા ઊપર.	૨૫ મે.	એન	એન
કરણાંદ શદાશીવજી.	અકાઊંટેનટ જનરાલની હાકીશના નો લખનારો.	હોંડુ.	કોટ બાહાર હુન માંન ગલી મધે.	૧ જુન.	એન	એન
કાશીનાથ શદાશીવજી.	શીવેલ આડીટરની હાકીશમધે લખનારો.	હોંડુ.	કોટ બાહાર ગીર માંન મધે.	એન	એન	એન

ઊપર લખેલા નાદાર દેવાદારોની અરજીઓની બાબતમાં શીરશતા પરનાં જે હુકમ થયા છે, કે ઊપર લખેલા ધારાની શાતની કલમ પરનાં જે નાદાર દેવાદાર મજકુરોની શયાવર તથા નંગન નીલકત તથા એન વચત આ નામદાર કોરટનાં આકીશીઆલ આશાએનીના તાબામાં આપે \*

નીચે લખેલા દેણદારોની અરજીઓ શાંભલવાશર ઠરાવેલા દીવસ \*

નામ.	વખત.		
	દીવસ.	માસ.	કલાક.
ગોપાલરાંમજી.	૧ જુન શાનવાર.	આવતો જુન	૧૧
કરણાંદ શદાશીવજી.	એન	એન	એન
કાશીનાથ શદાશીવજી.	એન	એન	એન

આડા આવનાર લેણદારોને, થોડાનાં થોડા શાંભલવાના તણ દાહડા અગાઊ, શોગણનાંથી શાખીત કરેલા પોતાના દાવા હુનારી આકીશનાં દાખલ કરવા નાઈએ, તથા શીરશતા પરનાં જે તેઓને ફી આપવી નાઈએ. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ નીલકતની, ટીપો હુનારી આકીશનાં દાખલ કરાવી છે \*

નીચે લખેલા ઈશ્ટેટનાં ફાલા આપવાને ઠરાવીઆ છે તેહની વીગત.

નામ.	વખત.		સંકડે રકા.
	દીવસ.	માસ.	
વાશુદેવ કાલુઆ.	૩ જુન શાનવાર.	આવતો જુન	૨૬૫
જનમ હારીશંજી.	એન	એન	એન

શ્રી મુંબઈના કોટ મધે, કોરટના કલારકની આકીશમાં, વ. પુરકકીલડા, કોરટનાં આકરોંગ કલારક મહી. (True Translation) J. FLYNN, Chief Translator.



**Notice**

Is hereby given, that persons desirous of entering into a contract for SUPPLYING such articles of PROVISIONS, embraced in the following Schedule, as may be required by the Commissariat Department at the Presidency, for the term of one year from the date of the acceptance of the tender, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the schedule or list of prices, and such information relating thereto as they may require:—

No. 1, For the supply of Provisions, &c.

2. Sealed tenders for the contract will be received at this Office on Saturday the 13th proximo, at 2 o'clock precisely. These must specify both in words and figures the rate per cent. above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and according to musters which may be seen in this Office, or of the sort usually supplied, and are to be delivered in the first instance at the Commissariat Stores at the Presidency if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. It is to be clearly understood that such of the articles specified in the schedule as form part of the Rations for European Soldiers or Hospital Diet are to be supplied under the rules laid down in the G. G. O. No. 613 of the 10th October 1853, and No. 33 of the 11th January 1854, copies of which may be seen at this Office.

4. No tender will be received unless accompanied by a deposit in cash, the sum exhibited opposite the schedule referring thereto, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his tender being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount shown opposite each schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract:—

Deposit before bidding.	Bonded Security on acceptance of any offer.
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For List No. 1, Co.'s Rs. 3,208      Co.'s Rs. 12,834

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from Rupees (30) thirty to (200) two hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach

of contract, it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in para. 4 of this Notice will be forfeited to Government.

6. It is also to be understood that any negligence, evasion, or refusal on the part of a contractor to make supplies or obey orders, or any attempt on his part, or that of his agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place ordered, will subject him, in every instance, to be fined to the extent of Rupees (25) twenty-five, at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding Clause, no further penalty shall be leviable under this Clause.

7. It is further to be understood, that the contractor, or an accredited agent on his part, approved of by the executive Commissariat Officer, is to attend at this Office during the usual hours of business, i. e. from 10 A. M. to 5 P. M. daily (Sundays excepted), also at such other time or place as may be indicated by the executive Commissariat Officer, when he may consider it desirable for the public service to require such attendance.

8. Any party whose tender is accepted will be required to produce his sureties for the approval of the Honorable Company's Solicitor, within fifteen days from the date of the acceptance of his tender, or the contract will be resold. No reason will be stated for rejecting any security tendered.

9. Bills for articles supplied under this contract must be preferred within one month from the date of the delivery of the articles, in default of which the contractor will forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appears, to the satisfaction of the Commissary General, that the delay was unavoidable.

10. The amount of retrenchments made by the Military Board on the contractors' bills will be recovered from the first bills preferred for payment; but in the event of such retrenchments, or any portion thereof, being remitted, the amount remitted will be refunded.

11. Any party who, after tendering for a contract, fails to furnish the necessary security, as provided for in Clause 8 of this Notice, will be interdicted from tendering on future occasions, unless he produces a document from some person or persons of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his tender being accepted.

12. The annual outlay on the above contract is estimated as follows:—

No. 1 ..... Rs. 64,711

13. No reason will be assigned for the rejection of any tender.

J. B. RAMSAY, Captain,

Acting Deputy Commissary General.

Bombay, Depy. Commy. Genl.'s Office,  
24th April 1854.



FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,

The 7th April 1854.

The following Act, passed by the Governor General of India in Council on the 7th April 1854, is hereby promulgated for general information:—

ACT No. XIII. of 1854.

*An Act to repeal Act No. VI. of 1852, and to make Provision for defraying the Cost of the Light-House on Pedra Branca, and for maintaining the same, and also a Floating Light established in the Straits of Malacca, to the West of Singapore, and for the Establishment and Maintenance of such further Lights in or near to the said Straits as may be deemed expedient.*

Whereas it was deemed desirable, for the safety and guidance of Ships navigating the China Seas, to build a Light-House on the Island Rock called Pedra Branca, situate at the Eastern entrance of the Straits of Singapore; and whereas certain sums of money were subscribed by private individuals for that purpose, but the same were insufficient to defray the expense of building such Light-House; and whereas the East India Company agreed to build such Light-House, and to advance certain sums of money to complete the same, on condition the said sums of money should be repaid to them by the levy of certain tolls; and whereas, since the passing of Act No. VI. 1852, a Floating Light has been established by the East India Company in the Straits of Malacca to the West of Singapore, at a place called the 2½-fathom bank, and it may hereafter be deemed expedient to establish and maintain other lights or beacons in or near to the said Straits, for the safety and guidance of Ships navigating the same; and whereas many Ships which derive the benefit of the Horsburgh Light and the said Floating Light established as aforesaid, do not contribute to the expense thereof, and it is just and reasonable that they should be liable so to do; It is enacted as follows:—

I. Act No. VI. 1852 is hereby repealed, except so far as it relates to any act already done under the same, or to any toll now due under the provisions thereof, or to any proceedings already adopted, or hereafter to be adopted, for the recovery of any such toll.

II. The Light-House on Pedra Branca aforesaid shall continue to be called "The Horsburgh Light-House," and the said Light-House, and the appurtenances thereunto belonging, or occupied for the purposes thereof, and all the fixtures, apparatus, and furniture belonging thereto, shall remain the property of, and be absolutely vested in, the East India Company and their successors.

III. The light maintained at the Horsburgh Light-House, and the said Floating Light established as aforesaid, and such other light or lights as shall be established by the East India Company in lieu of such Floating Light, or in addition thereto, in or near to the Straits of Malacca or Singapore, shall be called "The Straits' Lights."

IV. If, after the passing of this Act, any Ship, of the burden of fifty tons or upwards, shall depart from or enter any port, harbour, or roadstead in the possession or under the government of the East India Company, upon, or during, or at the termination of any voyage, in the ordinary course of which she would pass any of the said lights, a toll shall be paid in respect of such Ship, except in the cases hereinafter mentioned, at the rates following, that is to say—

1. If the voyage be one in the ordinary course whereof such Ship would pass the whole of the said lights, at the rate of one anna for every ton of her burden.

2. If the voyage be one in the ordinary course of which she would pass any one or more of the said

lights, but not all of them, at the rate of half an anna for every ton of her burden. Provided, that such toll shall not be payable at any such port or place, if such toll shall have been paid at the same or any other port or place under the government of the East India Company in respect of the same voyage, and a proper voucher for such payment shall be produced, or other satisfactory proof of such payment given. Provided also, that no toll shall be payable under this Act on account of any Ship in respect of any voyage for which toll hath been already paid, or become payable under the said Act No. VI. 1852, or during the period covered by such payment.

V. The return of a Ship from any port or place shall be deemed a distinct voyage within the meaning of this Act, notwithstanding toll shall have been paid in respect of her voyage to such port or place, and notwithstanding the terms of any Charter-party.

VI. All Ships of War belonging to Her Majesty, or to any Foreign Government or State, and all Ships belonging to the East India Company, shall be exempt from the payment of such toll.

VII. And whereas there are certain Vessels of small burden, called Straits' traders, which are engaged in the trade carried on between different ports and places within or near to the said Straits, and it is just and reasonable that such Vessels should not be charged full toll in respect of any voyage in the course of such trade; It is therefore enacted, that in respect of any voyage which shall be made by any such Vessel in the course of such trade, toll shall be paid at only one-half of the rate at which it shall be payable in other cases under this Act.

VIII. The management and control of the said "Horsburgh Light-House," and of the said Straits' Lights, are hereby vested in the Governor of the Straits' Settlements.

IX. The said Governor may appoint any person he may think fit to be a collector of the tolls payable under this Act, at any port, harbour, or place under his government.

X. The Funds raised by the tolls payable under this Act shall be applicable in the first place to defray the necessary expenses of maintaining and keeping up the said Light-House and the said Straits' Lights, and the establishment and maintenance of such other lights as aforesaid, as the Governor General of India in Council may think fit to establish and maintain, and all necessary expenses incidental thereto; and the surplus thereof shall, from time to time, be applied in liquidation of the moneys advanced by the East India Company towards the erection and completion of the said Light-House, and the apparatus and furniture thereof.

XI. The toll to be levied under this Act shall become due and be payable in respect of any Ship clearing out or departing from any port, harbour, or roadstead in the possession or under the government of the East India Company, upon any such voyage as aforesaid, previously to the granting of any Port-Clearance for such Ship, or, in the event of her not requiring a Port-Clearance, on her preparing to leave such port, harbour, or roadstead on such voyage; and in respect of any Ship entering any such port, harbour, or roadstead as aforesaid, upon, or during, or at the termination of any such voyage from any port or place not under the government of the East India Company, the toll shall be payable immediately upon her entering such port, harbour, or roadstead.

XII. The Collector or other Chief Officer of Customs at any port, harbour, or place in the possession or under the government of the East India Company, or any other Officer whom the Government to which such port, harbour, or place is subordinate may appoint to receive the tolls above mentioned, shall collect the same by himself, or by any Officer in his establishment whom he shall appoint. The Officer to whom any such toll shall be paid shall grant to the person paying the



same a proper voucher in writing, under his hand, describing the name of his office, and the port or place at which such payment shall be made, the name, tonnage, and other proper description of the Ship, and the voyage in respect of which such toll shall be paid.

XIII. The Officer of Government whose duty it shall be to grant a Port-Clearance for any Ship clearing out of, or leaving any such port, harbour, or place under the Government of the East India Company, shall not grant such Port-Clearance to any Ship until the Owner or Agent of such Ship, or the Master or other person in command thereof, shall pay all tolls to which such Ship shall be liable under this Act, or produce a proper voucher for, or give satisfactory proof of the payment of such tolls at the same or some other port or place. If any Master or Owner, or other person having the charge of any Ship liable to the payment of any tolls under this Act, shall refuse or neglect to pay the amount thereof to the person authorized to collect or receive the same, such person may distrain or cause to be distrained, any goods, or merchandize, to whomsoever the same may belong, on board such Ship, and any tackle, apparel, or furniture belonging to such Ship, and may remove the same, or cause the same to be removed to some convenient place, leaving on board such Ship notice in writing of such distress, and of the cause thereof, and of the place of removal. If such tolls, together with the costs of such distress and removal, shall not be paid within three whole days after the seizure, exclusive of the day of such seizure, the person authorized to collect or receive such tolls may cause the goods, merchandize, tackle, apparel, and furniture so seized to be sold, and out of the proceeds of such sale shall pay the amount of the tolls to which such Ship may be liable under this Act, together with the reasonable costs of such seizure, detention, and sale, rendering to the Master or Owner, or other person having the command of such Vessel, the overplus, if any, on demand.

XIV. Notwithstanding any thing in this Act contained, the person authorized to collect the said tolls at any such port, harbour or place as aforesaid, may, in his own name, sue for and recover, on behalf of the East India Company, the amount of any tolls payable to him under this Act, by action in any of the Civil Courts of Her Majesty, or of the East India Company, against the Owner or Master, or other person, who, at the time of such toll becoming due, shall have the command of any Ship liable thereto.

XV. In order to ascertain the burden of any Ship liable to pay toll under this Act, the person authorized to collect such toll may require the Owner, Master or other person in command of such Ship, or any person having possession of the same, to produce the register of such Ship for the inspection of such person, if the Ship shall be a British registered Ship or a Ship registered in any part of the territories of the East India Company, and upon the refusal or neglect of any such Owner, Master, or other person to produce such register, or if such Ship shall not be a Ship registered as aforesaid, upon the refusal or neglect of such Owner or Master to satisfy the person authorized to collect such tolls as to what is the true burden of the Ship, it shall be lawful for such person to cause such ship to be measured at the expense of the Master thereof, and such expense shall be receivable in the same manner as tolls payable under this Act; or it shall be lawful for such person to deliver to such Master, Owner or other person in command of the Ship, or in the possession thereof, or to leave for him on board such Ship, a notice in writing, specifying what, in his judgment, is the burden of the Ship, and the burden specified in such notice shall be deemed to be the real burden of the Ship and be treated as such for all the purposes of this Act, until the Owner, Master, or other person having the command of the Ship shall give sufficient proof of the true burden thereof.

XVI. The Master of any Ship which shall depart

from or enter any such port, harbour, or roadstead as aforesaid, upon, or in the course of, or at the termination of any voyage, shall, upon demand by any person authorized to collect or receive tolls under this Act, specify upon what voyage he is bound, and if any Master of any such Ship shall refuse or neglect so to do, or shall give a false statement, or shall endeavour to evade the payment of any tolls payable under this Act, or shall obstruct any Officer of Government in the discharge of his duty under this Act, he shall be punishable by a Magistrate in a summary manner by a fine not exceeding two hundred rupees.

XVII. If any dispute shall arise respecting the liability of any Ship to the payment of toll under this Act, or in respect of the burden of any Ship, or the amount of toll payable, or the amount of any charges on account of any distress, removal, or sale under this Act, such dispute shall be heard and determined by a Magistrate in a summary manner, and the decision of such Magistrate shall be final.

XVIII. The Governor General of India in Council may, from time to time, as he may think fit, reduce the tolls payable under this Act, in respect of all vessels, or of any particular class or classes of vessels, and again raise the same to any amount not exceeding the amounts above specified.

XIX. The word "Ship" throughout this Act shall be held to mean and include a Schooner, Cutter, Brig, Brigantine, Barque, Steam-vessel, and any square-rigged Vessel. The word "Master" shall mean any person having the Command of a Ship. The word "Magistrate" shall be deemed to include a Joint Magistrate and any person lawfully exercising the powers of a Magistrate, and a Justice of the Peace.

C. ALLEN,

Offg. Secy. to the Govt. of India.

FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,

*The 15th April 1854.*

The following Act is brought up before the Legislative Council this day. The Governor General of India in Council being desirous that no time should be lost in passing the Act, Resolved:—That the rule requiring that no draft of a law shall be ordered to be published till at least one week shall have elapsed from the day on which it was first laid before the Council of India in its Legislative Department, and that the Rules requiring that all Acts of the Governor General of India in Council shall be brought up for second reading in two months or in three months from the date of the first reading, be suspended in respect to the following proposed Act, and that it be at once passed into law.

ACT No. XIV. OF 1854.

*An Act to continue the Operation of Act No. XIX. of 1845 until the 30th day of April 1855.*

Whereas Act No. XIX. of 1845, entitled An Act for incorporating the Assam Company, will cease to have effect after the 30th day of April 1854, and it is expedient that some temporary arrangement should be effected to prevent inconvenience to the interests of the Company by the expiry of its Charter before the necessary inquiries connected with a proposition for the renewal and extension of the Charter for a lengthened period can be completed; It is enacted as follows:—

I. Act No. XIX. of 1845 shall continue to be in force until the 30th day of April 1855.

C. ALLEN,

Offg. Secy. to the Govt. of India.



FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,

The 31st March 1854.

The following Draft of a proposed Act was read in Council for the first time on the 31st March 1854 :—

ACT No. — OF 1854.

*An Act for the Suppression of Outrages in the District of Malabar, in the Presidency of Fort St. George.*

Whereas in the District of Malabar, in the Presidency of Fort St. George, violent outrages have been committed, for which the laws now in force do not afford adequate remedy, It is enacted that the following provisions shall take effect in the said district :—

I. Any person who shall commit or take part in any outrage wherein murder or other heinous crime shall be perpetrated or attempted, or who after having been engaged in, or been accessory to such outrage, shall forcibly resist the authorities constituted by law for his apprehension or punishment, or who shall join or assist in any such resistance, or who shall procure or promote such outrage, or shall in any manner, directly or indirectly, incite or encourage any person or persons to commit such outrage, or to join or assist in such resistance, shall on conviction thereof be liable, not only to punishment under the existing law as a principal or accessory in such crime, but also to the forfeiture of all his property, of whatever kind, to Government, by the sentence of the Court by which he shall be convicted; and whenever any person shall be killed in the act of committing any such offence as aforesaid, or shall die of wounds received in the act of committing any such offence as aforesaid, it shall be competent to the Court which would have had cognizance of the offence if the offender could have been brought to trial to proceed on the application of the Magistrate, and to hold an inquest into the circumstances of the death of the offender; and on proof of his having been killed as aforesaid, or of his having died of wounds received as aforesaid, to adjudge that the whole of his property shall be forfeited to Government.

II. The offences mentioned in the preceding Section, and all outrages committed by persons acting in combination, in defiance of the constituted authorities, shall be held to be within the scope of Regulation II. 1819 of the Madras Code, and crimes within the meaning of Act V. 1841.

III. It shall be competent to the Governor in Council of Fort St. George, whenever he shall see cause, by reason of any such outrage which shall have occurred, or in anticipation of any such outrage, by a proclamation published in the *Fort St. George Gazette*, to declare the whole or any part or parts of the District of Malabar to be in a disturbed state, and by the same proclamation to exempt the Magistrate of the district, in cases arising within the disturbed tract or tracts, from the ordinary restrictions in respect to the requisition of security for the maintenance of the peace imposed by Section V. Regulation VI. of 1827 of the Madras Code, or by any other Regulation or Act, and in extension of the power vested in the Magistrate by Section III. Regulation II. of 1822 of the said Code, to authorise him to apprehend any person against whom there shall be a strong suspicion of a design to commit any such outrage, and to issue his warrant for the reception, and detention in custody, in the Jail of the district, of the person against whom such suspicion shall exist; or for the greater safety of the public peace, to issue his warrant, ordering such person to be removed from the district, and to be received and detained in custody in the Jail of another district; until the Magistrate shall direct his release, or until his release shall be ordered by the Governor in Council; or to oblige such person to remove himself from the district beyond sea, and not to return without permission of Government, on pain of being so dealt with. It shall also be compe-

tent to the Governor in Council, by proclamation, in like manner, to confer on such Magistrate the powers vested in the Government Agents in Ganjam and Vizagapatam by Section VII. Act XXIV. 1839, provided that any proclamation issued under this Section shall be repealed whenever it shall appear to the Governor in Council that the extraordinary powers vested in the Magistrate may be safely revoked.

IV. When extraordinary powers shall have been conferred on the Magistrate, under the authority vested in the Governor in Council by the preceding Section, his proceedings in execution thereof shall be subject only to the control of the Governor in Council, to whom they shall be reported for such orders as he may think proper. When the Magistrate shall deem it necessary, for the safety of the public peace, to detain a person in custody beyond the term of one year, he shall report the case, with his reasons for detaining him, for the orders of the Governor in Council at the expiration of the year.

V. If in any such outrage any person be killed, or any damage be done to any person or property, and it appear that any individual or community connected with the offender or offenders had reason to suspect the commission of such an outrage, and took no proper measures to prevent it, or to divulge the grounds of suspicion to the Police Authorities, or made no efforts to suppress it when it was within their power so to do, it shall be lawful for the Magistrate, after such local inquiry as shall be found necessary, to levy such sum or sums of money as may seem proper from such individual or community, and to appropriate the same, wholly or in part, in compensation to the parties subjected to loss or grievance, or as fines to Government; provided that in every case in which any sum of money shall be so levied, the case shall be forthwith reported to the Governor in Council for his final orders, and the Governor in Council, if he shall not think fit to confirm the orders of the Magistrate, may order the amount levied to be restored to the person or persons from whom the same shall have been levied.

VI. All fines and pecuniary liabilities incurred under this Act may be levied by a Magistrate under summary process, in the same manner as the public revenue may be realized by a Collector, provided that the said Magistrate shall not, in respect of any Attachment, Sale, or Warrant of Commitment, ordered or directed under the provisions of this Section, be held subject to the interposition of the ordinary Civil Tribunals, nor shall any such act be held to constitute a legal ground for a Civil Action; anything contained in any Regulation or Act notwithstanding.

VII. The provisions of this Act shall continue in force for the space of five years only.

Ordered, that the Draft now read be published for general information.

Ordered, that the said Draft be re-considered at the first Meeting of the Legislative Council of India after the 30th day of June next.

C. ALLEN,  
Offg. Secy. to the Govt. of India.

FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,

The 31st March 1854.

The following Draft of a proposed Act was read in Council for the first time on the 31st March 1854 :—

ACT No. — OF 1854.

*An Act for restricting the Possession of Arms in Malabar.*

Whereas it is expedient to place restrictions upon the possession of arms in the District of Malabar, in the Presidency of Fort St. George, It is enacted as follows :



I. The use of the Ayudha Cutty, or war-knife, or of any similar offensive weapon, is hereby prohibited throughout the District of Malabar; and every person possessing a weapon of the description so designated, or any similar weapon, is required to surrender it, on or before the date which shall be appointed for the above provisions taking effect, and according to such orders as shall be published in that behalf by the Magistrate.

II. After such date, any person who shall be found in possession of an Ayudha Cutty, or war-knife, or of a similar offensive weapon, or who shall purchase or sell, or manufacture, or cause to be manufactured, any Ayudha Cutty, or war-knife, or similar weapon, shall be liable, on conviction before a Magistrate, to a fine not exceeding fifty Rupees, or to imprisonment, with or without hard labour, for a period not exceeding six months, or to both; and the said war-knife or weapon shall be confiscated.

III. Throughout such parts of the District of Malabar as shall from time to time be notified by public proclamation in the Official Gazette of the said Presidency, it shall not be lawful for any person to purchase, sell, manufacture, or cause to be manufactured, or to have in his possession, any Gun or Sword, without a license from the Magistrate, which license shall specify the name of the person to whom the permission shall be given, whether it is for a Gun or a Sword, and the term for which it is intended to be in force: and every such Gun or Sword licensed by the Magistrate shall be entered in a Register, and numbered, and the number shall be stamped on the Gun or Sword; any person buying, selling, manufacturing, or causing to be manufactured, or being in possession of any Gun or Sword without a license, contrary to the provisions of this Act, shall, on conviction before a Magistrate, be liable for every such offence to a fine not exceeding fifty Rupees, or to imprisonment, with or without hard labour, for a period not exceeding six months, or to both; and the said weapon shall be confiscated.

IV. The Governor in Council of Fort St. George shall appoint the day from which the provisions of Sections I. and II. of this Act shall take effect. He shall also notify by proclamation in the Official Gazette whenever he shall see cause to give effect to the provision of Section III., and shall specify the date from which the provisions of that Section are to be in force, and whether they shall apply to the whole District of Malabar, or only to a certain part, or certain parts of it; and if the latter, to what part or parts. It shall also be competent to the Governor in Council, by proclamation in the Official Gazette of the said Presidency, to direct that the provisions of Section III. of this Act shall cease to have effect in respect to all or any of the parts of the District to which they may have been made applicable.

V. It shall be lawful for the Magistrate of Malabar to cause search to be made by his Police Officers, acting under his warrant, in any house or other place in which any Ayudha Cutty, or war-knife, or any similar offensive weapon, or any unlicensed Gun or Sword may be supposed to be, contrary to this Act; and any such Ayudha Cutty, or war-knife, or any such offensive weapon, Gun, or Sword as aforesaid, which shall be found, may be seized and confiscated. It shall also be competent to the Magistrate, at his discretion, to delegate to any of his European Assistants the powers conferred by this Section. Any person who shall resist or oppose such search or seizure, or forcibly withstand any Police Officer charged with such warrant, shall be liable to the same penalties as if such person had opposed or resisted the execution of a warrant for the search after stolen goods.

VI. The provisions of Section III. of this Act, so far as it prohibits any person from purchasing or having in his possession a Gun or Sword, shall not apply to Europeans or Armenians, or any other person whom the Magistrate shall deem fit specially to exempt therefrom, nor to any persons in the Public Service authorised to bear Arms, in respect to such Arms.

VII. The provisions of Sections III. IV. and V.

of this Act shall continue in force for the space of five years only.

Ordered, that the Draft now read be published for general information.

Ordered, that the said Draft be re-considered at the first Meeting of the Legislative Council of India after the 30th day of June next.

C. ALLEN,  
Offg. Secy. to the Govt. of India.

FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,  
The 15th April 1854.

The following draft of a proposed Act was read in Council for the first time on the 15th April 1854:—

Act No. — of 1854.

*An Act for removing the Prohibition against the Importation of Foreign Sugar.*

Whereas by the provisions of a Statute passed in the 12th year of the reign of Her present Majesty, the duties to be levied on the importation of Sugar from different places into the United Kingdom, after the 5th day of July 1854, have been equalised; It is enacted as follows:—

I. From and after the date above mentioned, Acts XXXII. of 1836, XV. of 1839, XI. of 1842, and so much of Act XIV. of 1843 as prohibits the importation of sugar into any part of the North-Western Provinces of the Presidency of Bengal, shall be repealed.

Ordered, that the draft now read be published for general information.

Ordered, that the said draft be reconsidered at the first meeting of the Legislative Council of India after the 15th day of June next.

C. ALLEN,  
Offg. Secy. to the Govt. of India.

FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,  
The 15th April 1854.

The following draft of a proposed Act was read in Council for the first time on the 15th April 1854:—

Act No. — of 1854.

*An Act to amend Regulation XIII. of 1833 of the Bengal Code.*

Whereas it is expedient to amend the provisions of Regulation XIII. 1833 of the Bengal Code; It is enacted as follows:—

I. So much of the said Regulation as prescribes that the Officer in whom the duties specified in Section IV. of the said Regulation shall be vested shall be denominated "Agent to the Governor, General" is repealed.

II. Such duties shall be vested in any Officer whom the local Government shall, from time to time, appoint for that purpose, and such Officer when appointed, and his assistants respectively, may exercise, within the tracts of country separated as prescribed in the said Regulation, all the powers which by the said Regulation the Agent to the Governor General and his assistants respectively may exercise, and all the provisions in the said Regulation relating to the Agent to the Governor General and his assistants, shall be applicable to the Officer to be appointed as aforesaid and his assistants respectively.

Ordered, that the said Draft now read be published for general information.

Ordered, that the said Draft be reconsidered at the first meeting of the Legislative Council of India after the 15th day of June next.

C. ALLEN,  
Offg. Secy. to the Govt. of India.



FORT WILLIAM,  
HOME DEPARTMENT,  
LEGISLATIVE,

The 15th April 1854.

The following Draft of a proposed Act was read in Council for the first time on the 15th April 1854 :—

ACT No. — OF 1854.

*An Act for the more easy Recovery of Small Debts and Demands in the Territories subject to the Government of the East India Company.*

Whereas it is expedient to provide for the more easy recovery of small debts and demands in the territories subject to the Government of the East India Company ; It is enacted as follows :—

I. It shall be lawful for the Executive Government of each of the Presidencies of Fort William in Bengal, Port St. George, and Bombay, and for any Lieutenant Governor of any of the territories for the time being, subject to the Government of the East India Company, at any time after the passing of this Act, and at any place under their Governments respectively, not being within the local limits of the jurisdiction of any of the Supreme Courts of Judicature at Fort William, Madras, and Bombay, to invest any Court now existing with power to try causes under this Act, or, with the previous sanction of the Governor General of India in Council, to constitute a separate Court to try such causes, to abolish any Court so constituted, to appoint from time to time a Judge or Judges of every such Court, with the required establishment of Officers of the Court, and to determine from time to time the territorial limits of the jurisdiction of every Court so constituted or empowered.

II. All suits for money due, except as hereinafter provided, whether on bond or other contract, or for rent or for personal property, or for the value of such property, or for damages, when the debt, damage, or demand does not exceed in amount or value the sum of one hundred Rupees, or such higher sum not exceeding five hundred Rupees, as may from time to time be fixed by the Executive Government for any particular Court or District, shall be of the nature of a summary action, and shall be heard and determined in a summary way under the following Rules.

III. No person whatever shall, by reason of place of birth, or by reason of descent, be excepted from the jurisdiction of any Court constituted or empowered under this Act ; and every such Court shall be competent to hear and determine all claims of the nature described in the preceding Section, when the cause of action shall have arisen, or the Defendant, at the time of the commencement of the suit, shall reside as a fixed inhabitant within the limits of such Court.

IV. A summary action shall not lie on a balance of a partnership account, unless the balance shall have been struck, or to recover any sum of money in whole or in part of a share under an intestacy, or of a legacy under a Will, or for any claim relating to arrears or executions of rent, or to alleged illegal distraint for rent, for which, under the laws in force for the time being, a summary suit would lie before any Officer of Government in the Revenue Department, or for the recovery of damages on account of alleged personal injuries, or personal damages of any nature.

V. Whenever a Court shall be established in any District under this Act, in which a suit, if instituted within the period allowed by this Act, might have been entertained as a summary action, such suit shall not be cognizable in any other Court, or in any other manner ; but nothing in this Act shall be held to interfere with the jurisdiction which Village Moonsiffs may now exercise under the provisions of Regulation IV. of 1816 of the Madras Code, or with the jurisdiction of Military Courts of Request, or to alter or affect the jurisdiction of a single Officer duly authorised and appointed under

the Rules in force in the Madras and Bombay Presidencies, for the trial of small suits in Military Bazars, at Cantonments, and Stations occupied by the troops of those Presidencies respectively, or the trial by punchayet of suits against Military persons according to the Rules in force under the Madras Presidency.

VI. Except as hereinafter provided, no summary action shall be entertained, unless instituted within the period of two years from the time of the accruing of the cause of action.

VII. Suits on causes of action, which shall have arisen prior to the establishment in any District of a Court under this Act, may be brought within two years from the date of the establishment of such Court ; but nothing in this Act shall be held to enlarge the period now allowed by law for the institution of Civil actions.

VIII. In computing the period of limitation prescribed in the preceding Section, the time shall be excluded during which the plaintiff shall be under the disability of infancy, lunacy, or idiocy, or during which the Plaintiff shall be precluded by law from suing the Defendant, by reason of any disability whatever, either of the Plaintiff or of the Defendant.

IX. A period of two years shall be allowed for bringing a suit under this Act, after the person to whom the right shall have first accrued shall have ceased to be under any such disability, or shall have died whilst under such disability, whichever shall first happen.

X. If the Defendant, at the time of the accruing of the cause of action, shall be absent from the territories of the East India Company, the period of limitation shall be calculated from the time of his first return to those territories after the cause of action shall have accrued.

XI. Every Court holden under this Act shall use a circular seal one inch and a half in diameter, bearing the following inscription in English and in the language and character of the country in which the Court is held :—“ Court of Small Causes of the District of— established under Act—of 185—,” and every such Court shall be a Court of Record, and shall be subject to the general control and orders of the Judge of the District and of the Sudder Court.

XII. A Plaintiff shall not divide any cause of action for the sake of bringing two or more summary actions under this Act, but a Plaintiff having cause of action for more than one hundred Rupees, or any higher sum that may be fixed by the Government under Section II. of this Act, may abandon the excess, and in such case the judgment of the Court, on proof of the Plaintiff's claim, shall be in full discharge of all demands in respect of such cause of action.

XIII. A minor may prosecute a suit under this Act for wages or piece-work, or for work as a servant, without being represented by his guardian or next friend, and in the same manner as if he were of full age.

XIV. The plaint in a summary action under this Act, except in actions by Native Officers and Soldiers, which, under the provisions of Act No. XV. of 1845, may be instituted on unstamped paper, shall be engrossed on paper bearing a stamp of a value proportioned to the amount sued for, according to the rates in the following table :—

	Rs. a. p.
If the amount of debt, or damage, or the value of the property claimed, shall not exceed 10 Rupees. . . . .	0 8 0
If the same shall exceed 10 Rupees, and not exceed 20 Rupees. . . . .	1 0 0
If the same shall exceed 20 Rupees, and not exceed 30 Rupees. . . . .	2 0 0
If the same shall exceed 30 Rupees, and not exceed 40 Rupees. . . . .	3 0 0
If the same shall exceed 40 Rupees, and not exceed 50 Rupees. . . . .	4 0 0
If the same shall exceed 50 Rupees, and not exceed 75 Rupees. . . . .	5 0 0



	<i>Rs. a. p.</i>
If the same shall exceed 75 Rupees, and not exceed 100 Rupees	6 0 0
If the same shall exceed 100 Rupees, and not exceed 150 Rupees	8 0 0
If the same shall exceed 150 Rupees, and not exceed 200 Rupees	10 0 0
If the same shall exceed 200 Rupees, and not exceed 250 Rupees	15 0 0
If the same shall exceed 250 Rupees, and not exceed 300 Rupees	20 0 0
If the same shall exceed 300 Rupees, and not exceed 400 Rupees	25 0 0
If the same shall exceed 400 Rupees, and not exceed 500 Rupees	30 0 0

XV. The Court, if satisfied of the inability of the Plaintiff to pay the value of the stamp prescribed for petitions of plaint, may receive such petition on plain paper, but the value of any stamp from which a Plaintiff may be exempted under this or the preceding Section shall be charged on behalf of Government in the decree to the party cast, and shall be recoverable by Government in the same manner as costs of suit can be recovered.

XVI. The plaint shall state briefly the name and residence of the Plaintiff and Defendant, the substance and value of the claim, and the date of the cause of action, according to one of the forms contained in the Appendix A, or to the like effect.

XVII. If the Plaintiff sue on a bond, or rely in support of his claim on any other document, not being shop books or books of account, he shall file such bond or other document with his plaint, and the Court shall not receive the plaint without such bond or other document unless its non-production be sufficiently excused, or upon good and sufficient cause shown the Court may see fit to extend the time for filing the same. The Plaintiff shall also specify at the foot of his plaint any document which he may require the Defendant to produce.

XVIII. The plaint shall be filed by the Plaintiff in person, or by his authorised Agent, and the Court shall proceed thereupon to make a summary inquiry by examination of the Plaintiff or his Agent as to the merits, and may reject the plaint if, upon such summary inquiry, it shall appear that the Plaintiff has no cause of action, or that the Defendant, or the matter of the suit, is not within the jurisdiction of the Court.

XIX. The Court, upon rejecting a plaint, shall record its decision, which shall be reduced to writing in the vernacular language of the Judge, together with the reasons upon which it is founded, and shall also record the substance of the examination of the Plaintiff or his Agent.

XX. If upon such summary inquiry the plaint shall be admitted, the Court shall direct the issue of a summons to the Defendant, in the form laid down in the Appendix B, or to the like effect.

XXI. The summons shall be served by a single peon on the Defendant a sufficient time before the day fixed for his appearance, to enable him to appear in Court on that day.

XXII. The summons shall contain briefly the particulars of the demand and an order to the Defendant to appear before the Court on a specified day, which shall be fixed with reference to the state of the file and the distance that the Defendant may be, or be supposed to be at the time, from the place where the Court is held, and shall also order the Defendant to bring with him any document which he may have in his possession, of which the Plaintiff, with the consent of the Court, demands inspection, or upon which the Defendant may intend to rely in support of his defence.

XXIII. No innsomer, or inaccurate description of any person or place, in any summons, or other proceeding, shall vitiate the same, if the person or place be therein so described as to be sufficiently identified.

XXIV. The summons, when practicable, shall be served personally on the Defendant.

XXV. If the service of the summons has been personal, the Nazir shall endorse on the copy of the summons the fact of such service.

XXVI. If the personal service of the summons has not been effected, the Nazir shall endorse the reason of such non-service on such copy.

XXVII. When a summons or other process is required to be served or executed in a place beyond the jurisdiction of the Court, such summons or other process shall be transmitted to the Court of the District in which the summons or other process requires to be served, and the Judge of such District shall back the same, and cause it to be served in the same manner, and subject to the same Rules as if it were a process issued by such Judge, and shall return the summons or other process to the Court issuing the same, with a certificate of what shall have been done thereon.

XXVIII. The Rules in force as to the mode of service of a summons upon a Defendant who resides within the local jurisdiction of any of Her Majesty's Supreme Courts of Judicature, to appear to a regular suit or action, shall apply to the service upon a Defendant to appear to a suit instituted under this Act, who may be residing within such jurisdiction.

XXIX. If on or before the day appointed for appearance, it shall be proved to the Court that the summons has not been served in the manner above prescribed, a second summons, appointing another day for the appearance of the Defendant, shall be issued, and shall be served either personally on the Defendant, or in his absence by delivery to some adult inmate of his house, or by affixing the original summons to some conspicuous part of his usual place of abode, or place of business, and also by affixing a copy thereof in the Court-room.

XXX. If the service of the second summons has been personal, the fact of such service shall be certified by the Nazir on the back of such summons; and if the service has not been personal, the Nazir shall make a special return, stating what has been done in the matter of the service.

XXXI. If the second summons be served in the manner aforesaid, within such reasonable time before the day appointed for the appearance of the Defendant as will enable him to attend on that day, it shall be held to have been duly served.

XXXII. If on the day fixed for the appearance of the Defendant, on whom a summons has been served, he shall not attend, and the Nazir's Report show that the service has not been made before the day for appearing in sufficient time to admit of the Defendant conveniently attending the Court on that day, the Court may adjourn the hearing to another date, which shall be specified in the order of adjournment, and made known to the parties by a proclamation affixed in a conspicuous place in the Court-room.

XXXIII. If the Plaintiff satisfy the Court that he has a cause of action, and that the Defendant conceals himself, or otherwise evades process of the Court, or is disposing of his property and effects with intent to defraud the Plaintiff, or is about to withdraw his person or effects from the jurisdiction of the Court, in order to avoid any judgment in the case, the Court, if it deem such measure necessary for the attainment of justice, may, with the writ of summons, or at any stage of the suit before judgment, issue a warrant in the form contained in Appendix C, or to the like effect, for the arrest of the Defendant, who shall thereupon be taken into custody, unless he forthwith deposit with the Officer authorised to make the arrest such sum as the Court may specify in the warrant.

XXXIV. If the Defendant be arrested under the warrant, and shall not deposit the amount specified in the warrant, he shall be brought before the Court without any unreasonable delay, and the Court shall, with all convenient speed, proceed to take his answer to the complaint, and if the suit cannot be at once adjudicated, the Court may require security from the



Defendant in the form contained in Appendix D, or to the like effect, for his appearance in Court, whenever the same may be required by the Judge at any time whilst the suit is depending before the Court, or before the final decree which may be passed thereupon shall be fully and completely carried into execution, and may commit him to the Civil Gaol of the District, until he shall furnish the same, or deposit in Court such a sum as the Court shall order.

XXXV. If the claim of the Plaintiff be dismissed, and the Court be satisfied that the application for the arrest was without reasonable cause, the Court may, upon the application of the person arrested, award to such person a sum not exceeding Fifty Rupees, as damages for any injury or loss which he may have sustained by reason of such arrest, to be recovered as part of the costs of suit, and such award shall bar any suit for such arrest; but the party arrested, instead of applying to the Court for damages under this Section, may proceed in a regular suit on account of such arrest.

XXXVI. Upon the appearance of the parties on the day named in the summons, or upon any subsequent day to which the hearing of the case may be adjourned, the Court shall proceed to interrogate the parties present, or their Agents, and either party may cross-examine the other.

XXXVII. If either of the parties shall bring forward any witness on such day, the Court may take the evidence of such witness either on that day, or any subsequent day which may be fixed for the examination of witnesses.

XXXVIII. The examination of the parties shall be upon oath or upon affirmation, where an affirmation is allowed by law, instead of an oath, and the substance of the examination shall be reduced to writing in the vernacular language of the Judge.

XXXIX. If after such interrogation a decree can be properly made without further evidence, the Court shall make its decree accordingly.

XL. If any issue result from the interrogatories upon which it is necessary to hear further evidence, the Court shall declare such issue and shall fix a convenient day for the examination of witnesses and the trial of the suit.

XLI. The parties shall bring their witnesses into Court on the day of trial, and if either party require the assistance of the Court to procure the attendance of a witness on such day, either to give evidence or to produce a document, he shall apply in due time to the Court, and the Court shall issue a summons according to the form contained in Appendix E, or to the like effect, requiring such witness to attend.

XLII. Every summons, whether to an adverse party or a witness, shall be served at the cost of the party at whose instance it is issued, and the amount of such cost as well as any sum required for the travelling and other expenses of a witness, shall be deposited in Court before the summons is issued.

XLIII. The provisions of the Acts and Regulations and all other Rules for the time being in force, in the several Presidencies of Bengal, Madras, and Bombay, relating to the competency of witnesses, for procuring their attendance, and for the examination, remuneration, and punishment of witnesses, whether parties to the case or not, in regular actions, shall, except so far as the same may be inconsistent with the provisions of this Act, apply and be of equal force and effect in summary actions under this Act.

XLIV. Every Plaintiff and Defendant in a suit under this Act, except as hereinafter provided, shall appear in person on the day specified in the writ of summons, and on every other day fixed for their appearance by the Court.

XLV. Any party to a suit may employ an authorised Pleader or Agent to conduct the case on his behalf, but the appointment of such Pleader or Agent shall not

excuse the personal appearance of the Plaintiff or Defendant.

XLVI. A Plaintiff or Defendant may be excused from appearing in person if of the female sex, and of a rank and description which, according to the prejudices of the country, would render it improper to require her personal attendance in Court, if there is a Co-plaintiff who appears in person, if there is a Co-defendant defending jointly who appears in person, or if the Court shall be satisfied that there is a reasonable excuse *bona fide* made for the non-attendance of such party, but any such party, may be compelled to attend as a witness in the suit.

XLVII. If a Plaintiff or a Defendant setting up a cross-demand against the Plaintiff be excused by the Court from personal appearance, such Plaintiff or Defendant shall appoint some person to attend the Court on his behalf, who has personal knowledge of the subject of the claim or demand, and who shall be liable to be examined and cross-examined in the same manner as the Plaintiff or Defendant would have been if he had personally attended. The Court may also, if it think fit, order that the party excused shall be examined in any way in which an absent witness may be examined.

XLVIII. If on any day fixed for the appearance of the Defendant, neither of the parties be in attendance, the Court shall nonsuit the Plaintiff.

XLIX. If on any day fixed for the attendance of the parties, the Defendant only shall appear and shall dispute the demand, the Court shall dismiss the case; but if in such case the Defendant shall, by himself, or by some one duly authorised on his behalf, admit the cause of action, or any part of it, the Court shall proceed to give judgment upon such admission, as if the plaintiff had appeared.

L. If on the day appointed the Plaintiff only shall appear, the Court, upon proof that the summons has been duly served according to the provisions of this Act, or that the Defendant has come to the knowledge of such summons, shall proceed to examine the Plaintiff and after considering the allegations of the Plaintiff and any documentary or oral evidence adduced by him, may make an *ex parte* decree against the Defendant, or postpone the hearing of the case to a future day for the attendance of any witness the Plaintiff may wish to call.

LI. If the Defendant shall appear on any subsequent day, to which the hearing of the suit may be adjourned, he shall be heard in answer to the suit as if he had appeared on the day fixed for his attendance.

LII. If a decree shall be made *ex parte*, and the party against whom such decree shall have been made shall appear either in person or by Agent, if a Plaintiff, within fifteen days from the date of the Court's order, and if a Defendant, within such time as the Court shall deem reasonable under all the circumstances of the case, and shall show good and sufficient cause for his previous non-appearance, the Court may upon such terms and conditions as it may think proper, revive the suit and rescind the decree, recording the reasons for so doing, and may also order restitution, if the decree shall have been executed; but no decree shall be reversed without previously summoning the adverse party to appear and be heard in support of it.

LIII. The Defendant, in any action under this Act, may pay into Court such sum of money as he shall think a full satisfaction for the demand of the Plaintiff, together with the costs incurred by the Plaintiff, up to the time of such payment, and such sum shall be paid to the Plaintiff. If the Defendant deposit less than the sum claimed, and the Plaintiff shall elect to proceed in the case, and shall ultimately recover no further sum than shall have been paid into Court, the Plaintiff shall be charged with any costs incurred by the Defendant in the suit after such payment.

LIV. No interest shall be allowed to a Plaintiff on any sum paid by the Defendant into Court, from the



date of such payment, whether such sum be in full of the Plaintiff's claim or fall short thereof.

LXV. A Defendant may set off against the Plaintiff's claim, in any suit under this Act, any demand for which he might have sued the Plaintiff in the same Court, but if the demand proposed to be set off exceed the amount cognizable by the Court, the Defendant, previously to being allowed to set off the same, shall abandon the excess.

LXVI. If the Defendant in any case claim to set off any demand against the claim of the Plaintiff, the Court shall find what amount is due to the Plaintiff, and what amount, if any, is due to the Defendant, and shall give judgment for the recovery of any sum which, upon such finding, shall appear due to either party.

LXVII. The judgment of the Court, with respect to any demand which a Defendant may claim to set off, shall have the same effect as if such sum had been claimed by the Defendant in a separate action against the Plaintiff.

LXVIII. If a Plaintiff shall have a demand recoverable against two or more persons jointly answerable, and one or more of such persons cannot be personally served with the summons first issued, judgment may be obtained against any person or persons who shall have been personally served with such summons, without issuing a second summons: If the first summons cannot be personally served upon any of the Defendants, judgment may in like manner be obtained against any one or more of the Defendants, upon whom a second or subsequent summons shall have been duly served.

LXIX. Every such person against whom judgment shall have been obtained under the preceding section, and who shall have satisfied the same, shall be entitled to demand and recover, under this Act, contribution from any other person jointly liable with him, in the same manner as if the judgment had been obtained against them jointly.

LXX. If, after the appearance of the Defendant, a Plaintiff shall neglect to do any act necessary to the effective prosecution of a suit, the suit shall be dismissed as of course, with costs, and no new suit shall lie upon the same cause of action.

LXXI. If either party shall fail to produce his proofs within the time allowed him, or to take out a summons for the attendance of any witness whose attendance he may require to be enforced, the case shall be proceeded with and determined as if such party had declined to produce any proof.

LXXII. The Court may, in any case, make orders for granting time to the Plaintiff or Defendant to proceed in the prosecution or defence of a suit, and may also from time to time adjourn the hearing or further hearing of any case in such manner as to it may seem fit.

LXXIII. On the day fixed for the trial of a suit, or as soon after as the business before the Court will admit, the witnesses shall be examined, and the substance of the evidence of each witness shall be reduced to writing in the form of a narrative, in the presence and under the personal superintendence of the Judge, and each party may cross-examine any witness produced by the opposite party.

LXXIV. The Court, after considering the arguments and evidence, shall pronounce judgment in open Court; such judgment shall be reduced to writing before it is delivered in the vernacular language of the Judge; and if such vernacular shall not be the same as the language used in the Court, the Court, at the request of any of the parties, shall cause the decision to be translated into such last-mentioned language, and such translation shall be filed with the record.

LXXV. The judgment shall state briefly the reasons upon which it is founded, the relief granted, and if the award be for the delivery of personal property, the amount of money to be paid as an alternative, if delivery cannot be had, the amount of costs incurred in the suit,

and by what parties, and in what proportions they are to be paid.

LXXVI. The decision shall be signed by the Judge, and dated on the day upon which it is pronounced, and shall contain an order for immediate execution, unless the Court shall see fit to provide for the payment by instalments of any sum adjudged.

LXXVII. If any person entitled to plead in any of the Courts of the East India Company shall appear on behalf of any party to a suit instituted under this Act in the Court, if it consider the case a fit one for the employment of a Pleader, may charge the losing party, as part of the costs of suit, with a sum not exceeding five per cent. upon the amount of the claim, on account of the fee of such Pleader, but no fee for any Pleader or Agent shall be charged as part of the costs of suit in any other case.

LXXVIII. Interest may be awarded upon debts or other demands, at the rate which the parties may have agreed upon in writing; and where no such agreement exists, at the rate of six per cent. per annum.

LXXIX. In a suit for damages for breach of contract, if it shall be made to appear that the contract may be performed without prejudice to the Plaintiff, and that the Defendant is able to perform it, the Court may direct the specific performance of the contract within a time to be fixed by the Court, or, as an alternative, that the Defendant shall pay the amount of damages awarded.

LXXX. If the case is settled by compromise before the day fixed in the summons for the appearance of the Defendant, the Plaintiff shall be entitled to receive back the entire amount of the stamp duty paid on the plaint.

LXXXI. If the adjustment be such as to require a decree to pass, on which process of execution can be taken out, the Plaintiff shall not be entitled to a refund of the stamp duty.

LXXXII. The Court may, in any case, with the consent of both parties to the suit, or either of them, refer to arbitration, in such manner as may be agreed on and on such terms as it shall consider reasonable and just.

LXXXIII. Such reference shall not be revocable unless by consent of the parties, and the award of the arbitrator or arbitrators shall be entered as the judgment in the cause, and shall be as binding and effectual to all intents as if given by the Court.

LXXXIV. An award of arbitration made under the preceding Section shall not be set aside, unless on proof that it was procured by corruption or fraud, or that the arbitrators had been guilty of misconduct, by which the rights of either party were injuriously affected.

LXXXV. An application to set aside an award of arbitration, on any of the grounds contained in the preceding Section, shall not be received, unless presented within a week from the date on which judgment was entered upon the award, and if admitted, and the objection to the award be established to the satisfaction of the Court, the Court shall vacate the award, and may proceed to dispose of the case as if no such reference had been made.

LXXXVI. Insolent or disrespectful behaviour towards any Judge while sitting in Court, or any other conduct within the hearing or view of a Judge sitting in Court, tending to interrupt the due course of business, shall be deemed a contempt of the authority of the Court, and shall be punishable by fine not exceeding Ten Rupees, commutable to imprisonment at the public expense in the Civil Gaol for a period not exceeding seven days.

LXXXVII. The order of the Court shall, in such case, state the facts constituting the contempt.

LXXXVIII. The Court, or any Court to which any process may be sent for service or execution, may hear and determine cases of resistance of its process occurring within its own jurisdiction, unattended with personal violence, and on proof of the offence may convict the offender, and adjudge him to pay a fine not exceeding



Ten Rupees, and in default of payment to be imprisoned for any period not exceeding thirty days, in the Civil Gaol, at the public expense. If the resistance of process be attended with personal violence, or other aggravating circumstances, the case may be referred by the Court to the Magistrate of the District, who shall proceed upon such reference under the Rules in force.

LXXXIX. The Court, on the statement on oath of any person or other officer resisted in the execution of the process, may summon the person accused to answer the charge; and on the failure of such person to attend, the Court, if satisfied of the service of the summons, or that due diligence has been used to serve it, may issue a warrant for the apprehension of the accused.

XXX. Where one or more of several Plaintiffs or Defendants shall die before judgment, the suit shall not abate, if the cause of action survive to or against the surviving parties.

LXXXI. Where one or more of several Plaintiffs or Defendants shall die after judgment, proceedings thereon may be taken by the survivor or survivors, or against the survivor or survivors.

LXXXII. Where the Plaintiff has become bankrupt or insolvent before judgment, the Court may proceed to judgment at the instance of the Assignee in the name of the Plaintiff.

LXXXIII. In suits instituted under this Act, no stamp duty shall be levied or required in respect of any petition or other proceeding connected with the suit, or with the execution of any order or judgment passed therein, or for copies of any papers, other than the stamp duty hereinbefore required on the petition of plaintiff.

LXXXIV. No suit instituted under this Act shall be dismissed on the ground of defect of parties, of misjoinder of persons or claims, of improper valuation of a claim, or of any other defect, error, or irregularity, if it shall appear to the Court that such defect of parties, misjoinder, improper valuation, error, defect, or irregularity was not willful, or for the purpose of obtaining any undue advantage, and that an amendment may be made without injustice to any person; and the Court may, for the purpose of correcting any error or defect, direct such amendment to be made as may be necessary, and upon such terms as it may deem proper.

LXXXV. If at the time of the summary inquiry into the plaintiff, under Section XVIII. of this Act, or at any subsequent stage of the suit, any question of law or usage having the force of law or the construction of a document affecting the decision of the case may arise, on which the Court may entertain reasonable doubts, or which it may be requested by either party to reserve for the opinion of the Sudder Court, the Court may draw up a statement of the case, and submit it with its own opinion for the decision of the Sudder Court.

LXXXVI. If the Court refuse the application of any of the parties to a suit for a reference to the Sudder Court, it shall make a note on the record of the objections of such party.

LXXXVII. If a case be stated upon the summary inquiry into the plaintiff, under Section XVIII. of this Act, and before the issue of a summons to the Defendant, notice of such reference to the Sudder Court shall forthwith be given to the Defendant.

LXXXVIII. The Court may proceed in the case notwithstanding such reference, but shall suspend execution of any decree which it may pass, until the receipt of the orders of the Sudder Court on the point referred to that Court.

LXXXIX. Cases referred for the opinion of the Sudder Court shall be dealt with by that Court as admitted special appeals, and shall be referred for the decision of a full bench of the Court.

XC. The Sudder Court shall fix an early day for the hearing of the case, without reference to its number on the file, and shall notify the same by a proclamation to be fixed up in the Court House of that Court.

XCI. The parties to the case may appear, and be heard by vakeel in the Sudder Court.

XCII. The Sudder Court, when it has heard and considered the case, shall transmit a copy of its judgment under the seal of the Court and the signature of the Register of the Court, to the Court by which the reference was made, and such Court shall, on the receipt thereof, proceed to dispose of the case conformably to the decision of the Sudder Court.

XCIII. Any costs incurred by the parties, or either of them, consequent on the reference of the case for the opinion of the Sudder Court, may form part of the cost of suit, and shall be charged as that Court may direct.

XCIV. Process of execution in the forms contained in Appendix F. or G. or to the like effect, shall be directed to the Nazir of the Court, and shall order him to recover the amount specified in the process, by taking in execution the person of the party against whom judgment shall be given, or by levying, or causing the amount to be levied by distress and sale of any moveable property of such person, which shall be described in a Schedule to be furnished by the judgment creditor under his signature, wheresoever such property may be found within the jurisdiction of the Court, but process shall not be issued simultaneously against the person and property of a judgment debtor.

XCv. If the Court shall award payment of any sum of money by instalments, and default be made in payment of any instalment as it falls due, execution shall issue upon the application of the judgment creditor for the full amount of all the instalments remaining unpaid.

XCvi. Execution on a judgment shall not issue against the heir or other representative of a deceased party, without notice to such heir or other representative to appear and be heard.

XCvii. Processes of execution shall bear date on the day on which they are signed by the Court, and no warrant shall continue in force for a longer period than sixty days, calculated from such date.

XCviii. Second and successive warrants of execution may be issued by order of the Court on the application of the judgment creditor, after the expiration of the period above fixed for the continuance in force of a previous warrant.

XCix. No warrant of execution shall be issued upon any judgment unless application for the issue of the same be made within one year from the date of the judgment, or, if the judgment be for payment by instalments, from the date of the first default of payment.

C. Any application for the execution of a judgment preferred after the expiration of the period specified in the preceding Section, shall be by a new suit upon the judgment; such suit shall be subject to the rules contained in this Act, for receiving, trying, and determining complaints declared cognizable by this Act, but the Defendant shall not be allowed to impugn the merits of the original judgment.

CI. If the judgment of the Court be for the immediate delivery of any personal property to the decree-holder, the Court shall issue a warrant, directing the Nazir to deliver, or cause to be delivered, such property to such party.

CIi. If delivery cannot be had, and the decree shall have awarded a sum of money as an alternative, payment of such sum shall be enforced under the foregoing Rules, in like manner as if the decree had been for such sum of money alone.

CIii. If a warrant issue for taking in execution the body of any person, the Nazir of the Court shall cause him to be seized, and unless such person shall immediately deposit with the officer entrusted with the service of the warrant the full sum specified therein, the Nazir shall bring him before the Court, and if such person shall not immediately deposit in Court the amount of the demand inclusive of all costs, or shall not furnish good and sufficient security for the payment of the same, either in full or by instalments, as the Court



may direct, the Court shall send him to Jail, there to remain for such time as shall be directed by the warrant, not being longer than three calendar months, or until he shall sooner perform the order of the Court.

CIV. The security bond, taken under the preceding Section, shall be in the form contained in Appendix II. and shall stipulate that if default shall happen in the fulfilment of the conditions of the bond, the judgment creditor may, without a fresh action, sue out execution upon such bond under the rules of this Act, in like manner as if a decree had been passed against the surety, his heirs, executors, or administrators, upon such bond.

CV. Any person once discharged from Jail shall not be imprisoned a second time under the same judgment, but such discharge shall not extinguish the liability of such person under the decree, or exempt any property liable to attachment in execution of the same.

CVI. Any person suing out any warrant for arrest upon mesne process, or process of execution against the body of any other person under this Act, shall deposit with the Nazir of the Court, at the time of the issue of the warrant, diet money for one month of thirty days, after the rate of one anna per diem, unless the Court for any special reason in any case direct the deposit after a higher rate, which shall not exceed four annas per diem.

CVII. Payment of diet money at the same rate shall be made previous to the commencement of each succeeding month of the imprisonment, in failure of which the party confined shall be discharged.

CVIII. All diet money spent in providing subsistence for any prisoner shall be costs in the suit, and any diet money not so spent shall be returned to the party who deposited the same.

CIX. No debtor shall be committed to Jail in execution, if he shall satisfy the Court that he has done his best to pay the debt, and has no property or effects remaining from which the debt can be discharged.

CX. The Court, at the instance of the judgment creditor, may, at any time after judgment, summon the judgment debtor, and examine him upon oath or solemn affirmation, when such affirmation is allowed by law instead of an oath, touching his property and means of satisfying the judgment; and if such judgment debtor, on such examination, shall wilfully misrepresent any matter on which he may be examined, he shall be deemed guilty of perjury.

CXI. If it shall at any time appear to the satisfaction of the Court, that the Defendant is unable from any temporary cause to pay and discharge the debt, or damages awarded against him, or an instalment thereof ordered to be paid by him, the Court may suspend the execution for such time and on such terms as it shall think fit, until it shall appear by the like proof that such temporary cause of disability has ceased.

CXII. A judgment debtor may, at any time, deposit in Court any sum of money which he may have been adjudged to pay, and the sum so deposited shall be paid over to the party entitled to receive the same; and no interest shall be allowed to such party upon such deposit from the date on which it was made, whether it be in full of the judgment, or fall short thereof.

CXIII. When cross-judgments shall have been obtained between two parties, execution shall only issue upon the one which shall be for the larger sum, and for so much only as shall remain after deducting the smaller sum.

CXIV. In executing a writ of execution against the moveable property of a debtor liable under this Act, the Nazir shall except the tools and implements of the trade of such debtor.

CXV. No sale of any moveable property, taken in execution, shall be made until after the end of five days at least next following the day on which such moveable property may have been so taken, unless such moveable property be of a perishable nature, or upon the request

in writing of the party whose property has been taken. Until such sale the moveable property shall be deposited by the Nazir in some fit place, or it may remain in custody of some fit person approved by the Nazir.

CXVI. If before the sale has taken place, a third party appear before the Court or the officer superintending the sale, and by petition claim a right or interest in any of the moveable property seized, the Court or the officer superintending the sale shall stay the sale of such property.

CXVII. If such petition be presented to the officer superintending the sale, such officer shall forthwith transmit the same to the Court.

CXVIII. The Court shall adjudicate upon such claim, and make such order between the claimant and the Plaintiff and Defendant in the original suit as shall seem fit.

CXIX. In disposing of such claims the Court shall be guided, so far as they may be applicable, by the Rules contained in this Act, and the judgment passed by the Court upon such claim shall have the same effect, and be subject to the same Rules, as a judgment in a summary action instituted under the provisions of this Act.

CXX. If such third party shall fail to establish his right to the property seized, the Court, at the time of disposing of the case, may award to the judgment creditor against such third party, as part of the costs, such sum as it may consider sufficient to cover any loss of interest or damage which such judgment creditor may have sustained, by reason of the postponement of the sale of such property.

CXXI. Where there are creditors claiming under several judgments, the party first furnishing the list of moveable property to be seized, in execution of a judgment obtained under this Act, shall have a preferential right to have the whole of his claim satisfied from the proceeds of the sale of such property over any other creditor, but this rule shall not apply to any creditor who shall refuse to maintain his right to bring such property to sale against any third person who may claim the same.

CXXII. No irregularity in publishing and conducting a sale of moveable property, under an execution, shall vitiate such sale; but this rule shall not be held to deprive any person, considering himself wronged by any act or circumstance connected with such sale, of his remedy in an action for damages against the party by whose act or omission he may consider himself to have been wronged.

CXXIII. If after the sale of the moveable property of a judgment debtor, any portion of a judgment remain due, and the holder of such judgment desire to issue execution upon any immovable property belonging to the judgment debtor, situated within the jurisdiction of the Court by which the judgment was passed, he shall file a schedule of the property, and move the Court to attach and sell the same, and the Court shall be guided in its proceedings as to the attachment of the property, the mode of conducting the sale, and as to the disposal of any objections to the proposed sale of the property, or of any irregularities in conducting the sale by the Rules and Regulations for the time being in force in the several Presidencies of Bengal, Madras, and Bombay, for the sale of immovable property in execution of decrees of Court; but no application for the sale of real property, in execution of a judgment under this Act, shall be received, unless preferred within twelve months from the date of the judgment.

CXXIV. If a judgment creditor be unable to enforce or obtain satisfaction of a judgment, by execution within the jurisdiction of the Court which pronounced the same, and be desirous of enforcing or obtaining satisfaction of such judgment by the seizure and sale of moveable property in the jurisdiction of another Court established under this Act, or within the jurisdiction of any Court of small Causes established at Calcutta, Madras or Bombay, the Court, on the application of such judg-



ment creditor, shall grant him a copy of the judgment and a certificate of any sum remaining due under it; and on the presentation of such copy and certificate to any of the Courts above-mentioned, such Court shall proceed to enforce such judgment according to its own rules and mode of procedure in like cases.

CXXXV. No proof of the judgment and certificate, or of the signature or appointment of the officer signing the same, or of the jurisdiction of the Court, shall be necessary, unless the Court to which the copy of such judgment and certificate may be preferred shall think fit under any peculiar circumstances to require such proof.

CXXXVI. If such judgment creditor be desirous of enforcing a judgment obtained under this Act against any immovable property, situated in a place beyond the jurisdiction of such Court, or within the jurisdiction of any of her Majesty's Supreme Courts at Fort William, Madras, or Bombay, such judgment creditor may proceed to enforce such judgment in the manner, and under the Rules provided in Act XXXIII. of 1852, which is hereby declared applicable to such cases.

CXXXVII. Every summons, notice, warrant, and order, under this Act, shall issue under the seal and signature of the Court, and shall be directed to the Nazir of the Court, and shall be served or executed by him, or through an officer of his establishment.

CXXXVIII. The cost of serving every process under this Act shall be fixed by the Judge of each district, with the approval of the Sudder Court, and shall be deposited with the Nazir of the Court previously to the issue of the process, and shall form part of the costs of suit.

CXXXIX. Every order and judgment passed under this Act, except as herein otherwise provided, shall be final and not open to review or appeal.

CXXX. *Clause I.*—Upon the application of either of the parties to a suit, the Zillah Judge may order a re-hearing of a suit before the Court by which it was originally decided, upon the ground of the discovery of new evidence or matter material to the issue of the case, which the petitioner had no knowledge of, or could not produce at the time, or he may set aside the judgment of the lower Court, and make such investigation into the merits of the case, and pass such decision thereon, as to him may seem fit for any of the following special reasons.

*Clause II.*—The rejection of evidence which ought to have been admitted, the admission of evidence which ought to have been rejected, if the Judge be of opinion that the admission of the evidence improperly rejected, or the rejection of the evidence improperly admitted, would have been likely to have caused a different finding upon any material issue in the case.

*Clause III.*—Substantial defect in the procedure or investigation of a case in the lower Court, or misconduct of the opposite party or of the lower Court, from which there may be strong probable grounds for presuming a failure of justice; but no decision of a lower Court shall be reversed or altered, nor shall a re-hearing be directed in any case, upon the ground that the decision of any question of fact is contrary to, or not warranted by, the evidence duly taken in the case.

CXXXI. The Zillah Judge may also, upon such application, state a case for the opinion of the Sudder Court, if he shall be of opinion that the ruling of the lower Court upon the construction of a document, or upon any point of law or usage having the force of law, affecting the merits of the case, is erroneous, or that the decision of the lower Court is contrary to law or usage having the force of law, and the Sudder Court, upon the receipt of such case, shall proceed in the manner laid down in Sections LXXXIX. to XCIII. of this Act.

CXXXII. The application to the Zillah Judge shall be written on stamped paper of the value prescribed by this Act for petitions of plaint, unless the Judge for any

special reason deem it necessary for the ends of justice to receive the application on plain paper.

CXXXIII. The application shall be presented in the Court of the Zillah Judge within thirty days from the date of the decision by the Appellant in person, unless the personal attendance of the petitioner be excused by the Judge, but no re-hearing, new trial, or reference to the Sudder Court shall be granted, unless the application be accompanied by a deposit in the Zillah Judge's Court of the whole amount decreed against the petitioner, whether absolutely, or as an alternative, under Section LXV. of this Act.

CXXXIV. Upon the receipt of such application the Judge shall proceed to interrogate the Appellant, or his Agent, upon oath or solemn affirmation, where such affirmation is allowed by law instead of an oath, as to the correctness of the facts set forth therein; and if upon such interrogation the grounds of the application appear insufficient, the Judge may, with or without sending for the record of the case, and with or without summoning the opposite party, reject the petition.

CXXXV. No decision of the lower Court shall be annulled or otherwise altered to the prejudice of the opposite party, nor shall a case be referred to the Sudder Court, without notice to such party to enable him to appear and be heard.

CXXXVI. If execution shall have issued, and the amount of the judgment and costs of execution shall have been paid into Court, or shall have been levied and not paid over to the successful party, the amount shall remain in Court to abide the orders of the Judge, and in such case the petitioner shall not be required to make a deposit.

CXXXVII. Every order passed by a Zillah Judge, in cases appealed to his Court under the foregoing Sections, shall be final, and not open to review.

CXXXVIII. A register of causes shall be kept by every Court established under this Act, in which, under the title of each action, the plaint, the substance of the examinations of the parties to the suit, and of the evidence of the witnesses, all proceedings had in the case, the time when the parties or either of them appeared, every adjournment, the judgment of the Court, all applications made and orders passed in execution, and generally what may have been done in the case, shall be regularly entered in the vernacular language of the Judge, and every such entry shall be signed by the Court, and by the parties or their Agents, when present.

CXXXIX. An Alphabetical Index to such register shall be kept in the same language, in which shall be entered the names of the parties in every suit and the date on which it was decided.

CXL. This Act shall not extend to any suit pending at the date of the passing of the Act.

CXLI. All Regulations and Acts of the Bengal, Madras, or Bombay Codes, in as far as they are inconsistent with the provisions of this Act, are to be considered repealed when and wherever this Act may be in force.

CXLII. The word "Court," as used in this Act, shall include any Judge or other Officer specially appointed or empowered by the Executive Government to try cases under this Act.

#### APPENDIX A.

##### Form of Plaint.

No. \_\_\_\_\_

Plaintiff \_\_\_\_\_  
 Defendant \_\_\_\_\_  
 Claim, Company's Rupees \_\_\_\_\_

[Here state briefly the cause of action and its date.]

The following are given as examples of such statement, and must be adapted to the circumstances of the case:—

Being the damages sustained by the Plaintiff by the



non-performance on the part of the Defendant of a written contract filed herewith [here state the nature of the contract and the date upon which it was entered into].

Or

Principal and interest on a bond made by the Defendant to the Plaintiff under date for the sum of payable on and bearing interest at per cent. per year.

Or

For goods sold and delivered as per account stated below.

Or

Rent for the use and occupation by the Defendant of a shop belonging to the Plaintiff, for twelve months, from the 1st January 1853 to the 1st January 1854, at 10 Rupees per month.

Or

Wages for five months as washerman, from 1st June 1853, at 3 Rupees per month.

Or

For that the Defendant on the day of 185 at so improperly drove a certain cart, that it struck and injured a certain cow of the Plaintiff, whereby the Plaintiff has sustained damages to the amount stated.

Or

For that by a judgment of the of the 17th day of June 1853, the Defendant is indebted to the Plaintiff in the sum of Company's Rupees and that he has not paid the same.

APPENDIX B.

Form of Summons to Defendant.

No. of Plaintiff,

Plaintiff,

versus

Defendant.

In the Court of at

Whereas A. B. inhabitant of has instituted against you, in this Court, a suit of Rupees, being the amount of goods furnished to you on the 1st of January 1854; you are therefore hereby required to appear in this Court on the day of and on any subsequent day on which your appearance may be required, to answer the above-named Plaintiff, and you will bring with you [here mention any document, the production of which may be required by the Plaintiff] which the Plaintiff desires to inspect, and any other document on which you may intend to rely in support of your defence.

APPENDIX C.

Form of Warrant for arresting a Defendant on Mesne Process.

In the Court of

Plaintiff,

versus

Defendant.

To

The Nazir of the Court of

Whereas the Plaintiff in this suit has obtained an order from the Court for the arrest of the Defendant upon mesne process, you are therefore hereby commanded to bring the Defendant forthwith before the Court, unless he deposit with you, or with the officer employed by you to serve this warrant, the sum of Rupees.

Dated this day of 185

APPENDIX D.

Form of Bond to be entered into by a Security, for the appearance of the Defendant.

In the Court of

Plaintiff,

versus

Defendant.

Whereas the Court has required the Defendant in this suit to find security for his appearance, and whereas I inhabitant of have voluntarily agreed to become security for the appearance of the Defendant in this Court, whenever the same may be required by the Judge, at any time while the suit is depending before the Court, or before the final decree which may be passed thereupon shall be fully and completely carried into execution; therefore I do hereby bind myself, my heirs, and representatives in the sum of

Rupees, to pay such sum as may be adjudged against the said Defendant, and to perform whatever order or decree may be passed against him in the said suit; provided always that the said Defendant shall not have fulfilled the decree or appeared in Court when required for that purpose.

As witness my hand this day of 185

Signed by the Security.

Names and residences of the witnesses.

A. B.

C. D.

APPENDIX E.

Form of Summons for citing a Witness.

In the Court of

Plaintiff,

versus

Defendant.

To A. B. inhabitant of

You are hereby commanded to appear at the said Court on the day of next, to give evidence in the above suit, or to produce [here mention any document that the witness may be required to produce].

APPENDIX F.

Writ of Execution against the Person.

Plaintiff,

versus

Defendant.

To

The Nazir of the Court of

Whereas A. B. was directed by a decree of this Court, under date the day of 185 to pay to C. D. the sum of Company's Rupees and Rupees for costs of suit, amounting to Company's Rupees and whereas the said A. B. has omitted to liquidate the same; these are therefore to command you to apprehend the said A. B. and unless the said A. B. shall pay you the sum of Company's Rupees, in satisfaction of the said decree and costs, and the sum of Rupees for the costs of executing this process, to produce him before this Court, to be dealt with according to law.

Given under my hand and the seal of the Court, this second day of 18

(Signed) E. F.

Judge.

APPENDIX G.

Writ of Execution against the Effects.

Plaintiff,

versus

Defendant.

To

The Nazir of the Court of

Whereas A. B. was directed by a decree of this Court, under date the 185 to pay to C. D. the sum of Rupees with interest at per cent. per annum to the day of payment, which to this date amounts to Rupees and Rupees for costs of suit amounting



to Company's Rupees and whereas the said A. B. has omitted to liquidate the same; these are therefore to command you to levy the said sum of Company's Rupees and the sum of Company's Rupees for the costs of executing this process by distress and sale of the moveable property of the said A. B. according to the Schedule annexed; and you are hereby ordered and directed to distrain such property of the said A. B. and to sell and dispose of the same within (not being less than five days from the day the property was taken), unless the sum of Company's Rupees for which such distress shall be made, together with the reasonable charges of taking and keeping such distress shall be sooner paid; and you are hereby commanded to certify to me what you shall do by virtue of this Warrant.

Given under my hand and the seal of the Court, at this day of 185

(Signed) J. Judge.

APPENDIX II.

Form of Security Bond for payment of the Amount of Decree by Judgment Debtor.

\_\_\_\_\_ Plaintiff,  
versus  
\_\_\_\_\_ Defendant.

Whereas was directed by a decree of this Court, under date to pay to the sum of and Rupees for costs of suit, amounting in all Company's Rupees and whereas the said has failed to pay the same, I have voluntarily become security for the payment of the above sum to the said in full, or by instalments [if to be paid in full, state date of payment—if by instalment, specify the number of instalments, and the date on which each instalment becomes due]; and I do hereby agree, on behalf of myself, my heirs, and representatives, to perform the conditions of this bond, and that if any default shall happen in the fulfilment of the conditions contained in this bond, the judgment creditor may proceed without a fresh action to sue out execution against me upon this bond under the rules of this Act, in like manner as if a decree had been passed against me upon this bond.

Dated the day of (Signed) Security.

Signed, dated, and delivered in the presence of

Names and residences of witnesses.

A. B.  
C. D.

Ordered, that the Draft now read be published for general information.

Ordered, that the said Draft be reconsidered at the first meeting of the Legislative Council of India after the 15th day of July next.

C. ALLEN,  
Offg. Secy. to the Govt. of India.

Notice

Is hereby given, that verbal offers for the contracts for the exclusive privilege of SELLING ARRACK, COUNTRY LIQUOR, and INTOXICATING DRUGS, Ganja, Opium, Chrus, Bhang, and Mahajum, to the Native Troops and Camp Followers composing the Deesa Field Brigade, for the term of one year, commencing from the 1st June 1854, will take place at the Office of the Superintendent of Bazars and Police, Deesa at noon on the 2nd day of June 1854, and sealed tenders, accompanied by the requisite cash deposits, will also be received

at the Commissary General's Office, Bombay, on the abovementioned day and hour.

2. The Native Troops composing the Deesa Field Brigade are as follows:—

	Strength.
1 Regiment of Native Infantry.....	744
1 Squadron of Light Cavalry .....	130
Camp Followers.....	10,966

3. The strength of Regiments, &c. to be computed agreeably to the number of men actually present with the Force on the date of the sale, which will be duly notified to the bidders at the time, and the amount of monthly payments shall not be increased or decreased on account of Troops arriving at or departing from the Brigade, unless the strength of such details exceeds one-fourth the number of men on account of whom the contract has been entered into; and it is to be distinctly understood that any alteration in the number of Camp Followers will not entitle the contractors to claim any remission in the payment of the stipulated monthly amount of their respective engagements. The departure of Troops from the Cantonment as above specified will alone give claim for remission.

4. The tenders, verbal and sealed, are to specify the amount offered for the contracts in Company's Rupees, and no persons will be allowed to bid or tender for the contracts unless they previously deposit in this Office, and in that of the Commissary General's Office at Bombay, the sum of Co.'s Rupees five hundred (500) for the Liquor contract, and Rupees twenty-five (25) for the Drug contract, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deeds of contract; and the person whose offer or tender is accepted will be required to add thereto a further sum sufficient to complete the amount to one month's stipulated payment in advance, which sum (including the above 500 Rupees and 25 Rupees) will be retained as a deposit in the Superintendent of Bazars' Office until the expiration of the engagement.

5. The contractors will be required to furnish two unexceptionable securities, who will have to bind themselves for the due fulfilment of the contracts, and to make good all deficiencies in the payment of the same.

6. The contractors will have to make the monthly payment on account of this contract in advance, on the 1st of each month, commencing from the 1st July 1854.

7. The contractors will also be bound to defray the expenses of maintaining a Preventive Police, where and whenever the entertainment of such may be found necessary by the Commanding Officer, for suppressing the clandestine sale of Spirits to the European Troops.

8. The contracts are to be taken with all their advantages and drawbacks, and the contractors will not be considered entitled to any remission in consequence of failure of seasons, scarcity, drought, or any other causes whatever, save those distinctly specified in the contract, consequently all petitions for remission of monthly payments will not be attended to.

9. Further particulars relative to these contracts may be learned on application at the Office of the Superintendent of Bazars at Deesa, and at that of the Commissary General of the Army in Bombay, from 10 o'clock A. M. till 4 P. M. daily, Sundays excepted.

10. The conditions of these contracts will not



be considered in any respect binding or in force until confirmed by the Military Board.  
12. No reason will be assigned for the rejection of any offer or tender.

R. J. SHAW, Captain,  
Assistant Commissary General N. D. A.,  
In Charge Bazars and Police Deesa Field Brigade.  
Suddar Bazar, Choury and Police Office,  
Camp near Deesa, 1st April 1854.

બહુરખખર.

આપીએ છું જે શ્રી દીયાની કાંપના રેખ તથા કુંટરી દાર તથા ગાંજા અક્રીન અરશ ભાંગ તથા માહાજન લશકરી રથઅત તથા કાલા શીપાઈએને વચવાને ગુતા વરશ ૧ શુધીનો કરવાનો છે તારીખ ૧ જુલાઈ શંને ૧૮૫૪ થી તે તેજુ હરાજ તારીખ ૨ જુન શંને ૧૮૫૪ ને દીવશે બપોરના શ્રી દીયાના બખર તથા પોલીશ માશતરની હાકી શનાં થાએ તથા મુખાઈનાં કાંનેશરી જનરાલ શાહેબની હાકીશનાં બપર લખેલે દીવશે તથા વખતે ખીડેલીએ આઠીએ પણ એ ગુતા શમંધી લેશે તથા તે આઠીએનો શાથે અનામત રૂપીઆ પણ મુકાવશે.

૨. કાલા શીપાઈએ દીયાના લશકરનાં છે તેની વીગત.

- ૧ પલટણ કાલી પદલની ૭૪૪
- ૧ ઈશકોદરન કાલી તરપની ૧૩૦
- લશકરી રહીઅત ૧૦૯૬૬

૩. પલટણ વીગરેનાં માંણશ જે દીવશે ગુતો હરાજ થાએ તે દીવશે જરલા હશે તેને હોશાયે ગણતરી લેવાશે ને તે માંણશોની ગણતરી ને વેલા હરાજ થાએ તે વેલાએ શરવે કાંઈ ગુતો લેવા આપશે તેમને ખતાવશે અને જે કાંઈ દર નહીને શરકારને ભરવાની માંગણીનાં ઠરશે તેનાં કાંઈ શીપાઈ કાપનાં આવે અથવા ખખે તેના શખખથી તે ભરણાનાં આજુ અતકુ થવાનું નથી શવાએ કે હાલ જે લશકર છે તેના બપરથી ગુતો કરવાનો છે ને લશકરનો આથો હીશો વધે છેઆ ધરેતો ગુતાના પગારનાંથી તેની વધગટનું નજરે લેવું આપવું ઠરશે ને ખમીત શમનજુ કે કેન ફલોવર ખખે અથવા આવે તો કુંટરાટ વાલાનો કાંઈ દર દાવો નહી ને વલતરપણ નલશે નહી ફકત બપર લખા પરનાંણે નેટીવ તરપ ખખે તેનો દાવો બપર લખા પરનાંણે નલશે.

૪. હરાજનાં તથા ખીડેલી આઠીનાં જણાબ કે આઠલા રૂપીઆ દર નહીને ફૂંપની શીકાના શરકારને આપીશુ ને જે કાંઈ હરાજનાં માંણશી કરવાને આવશે તથા મુખાઈ ફૂંનેશરી જનરાલ શાહેબની હપીશનાં આઠી આપવા ખખે ને ધણી પેહેલાંથી અનામતના ૩. ૫૦૦ દારના ગુતાના તથા ૩. ૨૫ ગાંજા અક્રીન વીગરેના ગુતાનો નો નહી મુકશે તો તેની આઠીએ લેશે નહી અને જે કાંઈ

ધણી હરાજનાં વેલાપણે તથા આઠીએ આપાપણે કુંટરાટના કાગજ બપર મહી કરવાને હીલ કરશે આ આંહાંણુ કાંટશે અથવા નાં મુકર ખખે તો તે અનામતના રૂપીઆ શરકાર દાખલ થાએ ને જે શખખની માંગણી અથવા આઠી મંજુર થશે તે ધણીપાશે થી ખીખ રૂપીઆ બાકીના જરલા એક મહીનાના ભરણાના ઠરશે તેરલા પુરા કરાવી લેશે પેશગી રાખવાને વાશતે અને તે પેશગીના રૂપીઆ બખર માશતર શાહેબની તીજારી નાં અનામત રહેશે નાંશુધી ગુતો પુરો થાએ તાંહાંશુધી.

૫. વલી એશવાએ ગુતા રાખનાર ધણી જે શારા આખરદાર અને જોતેખ નાંનીન આપે તે નાંનીન પોતે પાશે રહીને ગુતા ખરાખર કરાર પરનાંણે ચલાવે અને કદી શરકારના ભરણાનાં ખોટ પડે તે નાંનીન પુરો કરી આપે.

૬. ગુતાવાલા ધણી ગુતાનું દર મહીનાનું ભરણું દર મહીનાનો પેલો તારીખે પેશગી આપે તે તારીખ ૧ જુલઈ શંને ૧૮૫૪ થી શર કરે.

૭. કદાપો કાંઈ છાનો દાર ગોરા શોજ રોને વચતો હુઆએ તેને પકડવાને કનાંડોંગ શાહેબ મુનાશખ નાંણે જે પોલીશના માંણશ નાંહાં કેથે રાખવાં નાંઈએ તો તે રાખવાનો ને ખરચ થશે તે ગુતો લેનાર ધણીએને આપવો પડશે.

૮. આ ગુતા કોઈ લે તેનો નશો તથા જુકશાન તે ધણીનું છે અને ગુતાવાલા ધણીને અશનાંની શુલતાની શમંધી કશુ નજરે નલનાર નથી શવાએ જે કાંઈ ખુજુ કુંટરાટનાં લખેજુ છે તેથી ખીજુ કાંઈ નજરે નલશે નહી વાશતે જે કાંઈ અરજ કરશે તે ગુતાના રૂપીઆનાંથી પાજુ નજરે લેવાને તે અરજ કાંઈ શાંભલશે નહી.

૯. આ કુંટરાટ શમંધી વગતવારે પુષ્ટુ હશે તો શ્રી દીયાના કાંપનધે ખજાર તથા પોલીશ માશતરની હાકીશનાં તથા મુખાઈ નધે ફૂંનેશરી જનરાલ શાહેબની હાકીશનાં રવીવાર શવાએ દરરોજ કલાક ૧૦ થી કલાક ૪ શુધી અરજ કરશે તેને ખતલા વી વાકકું કરશે.

૧૦. ગુતો આંહાં શુધી નીલટરો ચોરડ ગંજુરી કરે તાંહાં શુધી કશી પરકારે મુકરર થએ નાંણવો નહી.

૧૧. જે કાંઈની ચોટી અથવા માંણશી રદ કરશે તેજુ કારણ કે છે નહી. શદર બખર આવડો એન પોલીશ હાકીશ કાંપ દીશ તારીખ ૧ લી અપરેલ શંને ૧૮૫૪.

R. J. SHAW, Captain,  
Assist. Commy. General N. D. A.,  
In Charge Bazars and Police, Deesa Field Brigade.



## Notice

Is hereby given, that persons desirous of entering into contracts for supplying such Articles of Provisions and Grain, embraced in the following Schedules, as may be required by the Commissariat Department at Bhooj, from the date a tender may be accepted up to the 31st March 1855, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedules, or lists of prices, and such information relating thereto as they may require:—

- No. 1, For Bread, Biscuit, &c.
- No. 2, For Fresh Meat, &c.
- No. 3, For Coffee and Sugar.
- No. 4, For Firewood, Rice, and Salt.
- No. 5, For Grain and Forage.

2. Verbal offers for the contracts will be received at this Office on Monday the 15th May next, at 12 o'clock (noon) precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and are to be delivered in the first instance at the Commissariat Stores at Bhooj if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded; and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them, it being understood that the decision of such Committee is to be final, and binding on all parties.

3. It is to be clearly understood, that such of the articles specified in the Schedules as form part of the Rations for European Soldiers, or Hospital Diet, are to be supplied under the rules laid down in G. G. O. No. 613 of the 10th October 1853, and No. 33 of the 11th January 1854, copies of which may be seen at this Office.

4. No person will be allowed to bid for any contract unless he previously deposits in this Office, in cash, the sum exhibited opposite the Schedule referring thereto, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security, to the further amount shown opposite each Schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

	Deposit before bidding.	Bonded security on acceptance of any offer.
For List No. 1, Co.'s	Rs. 157	Co.'s Rs. 628
„ No. 2, „	105	„ 420
„ No. 3, „	41	„ 164
„ No. 4, „	37	„ 148
„ No. 5, „	318	„ 1,272

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be pur-

chased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty (30) per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in paragraph 4 of this Notice will be forfeited to Government.

6. It is also to be understood, that any negligence, evasion, or refusal on the part of a contractor to make supplies or obey orders, or any attempt on his part, or that of his agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place ordered, will subject him in every instance to be fined to the extent of Rupees (25) twenty-five, at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding Clause, no further penalty shall be leviable under this Clause.

7. It is further to be understood, that the contractor, or an accredited agent on his part, approved of by the executive Commissariat Officer, is to attend at this Office during the usual hours of business, *i. e.* from 10 A. M. to 5 P. M. daily (Sundays excepted), also at such other time or place as may be indicated by the executive Commissariat Officer, when he may consider it desirable for the public service to require such attendance.

8. Any party whose offer is accepted will be required to produce his sureties for the approval of the Civil or Cantonment authorities, as may be necessary, within fifteen days from the date of the acceptance of his offer, or the contract will be resold. No reason will be stated for rejecting any security offered.

9. Bills for articles supplied under this contract must be preferred within one month from the date of the delivery of the articles, in default of which the contractor will forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appears to the satisfaction of the Commissary General that the delay was unavoidable.

10. The amount of retrenchments made by the Military Board on the contractors' bills will be recovered from the first bills preferred for payment; but in the event of such retrenchments, or any portion thereof, being remitted, the amount remitted will be refunded.

11. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 8 of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.



12. The annual outlay on the above contracts is estimated as follows:—

No. 1,	Rs. 3136	15	8
No. 2,	2091	2	4
No. 3,	816	6	10
No. 4,	748	8	6
No. 5,	6363	2	7

13. No reason will be assigned for the rejection of any offer.

H. P. B. MAXWELL, Lieut.,  
Acting 2nd Class Commissariat Agent.

Bhoj, Commissariat Office,  
24th March 1854.

### Notice

Is hereby given, that persons desirous of entering into a contract for SUPPLYING BAMBOO RAFTERS, &c. as may be required by the Commissariat Department at the Presidency, for the term of two years from the date of the acceptance of the tender, may, on application at this Office, from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule or list of prices, and such information relating thereto as they may require.

2. Sealed tenders for the contract will be received at this Office on Friday the 19th instant, at 2 o'clock precisely. These must specify both in words and figures the rate per cent above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and according to musters which may be seen at this Office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores at the Presidency if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officers; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No tender will be received unless accompanied by a deposit in cash of the sum of Rupees (176) one hundred and seventy-six, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his tender being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (704) seven hundred and four, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (20) thirty per cent. upon the amount of expenses incurred, or a fine of from rupees (30) thirty to (100) one hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such

breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General; and that if the contract be so cancelled; the cash deposit mentioned in paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood that any negligence, evasion, or refusal on the part of a contractor to make supplies, or obey orders, or any attempt on his part, or that of his agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place ordered, will subject him in every instance to be fined to the extent of rupees (25) twenty-five, at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

6. It is further to be understood that the contractor, or an accredited agent on his part, approved of by the executive Commissariat Officer, is to attend at this Office during the usual hours of business, *i. e.* from 10 A. M. to 5 P. M. daily (Sundays excepted), also at such other time or place as may be indicated by the executive Commissariat Officer, when he may consider it desirable for the public Service to require such attendance.

7. Any party whose tender is accepted will be required to produce his sureties for the approval of the Honorable Company's Solicitor within fifteen days from the date of the acceptance of his tender, or the contract will be resold. No reason will be stated for rejecting any security tendered.

8. Bills for articles supplied under this contract must be preferred within one month from the date of the delivery of the articles, in default of which the contractor will forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appears to the satisfaction of the Commissary General that the delay was unavoidable.

9. The amount of retrenchments made by the Military Board on the contractor's bills will be recovered from the first bills preferred for payment; but in the event of such retrenchments, or any portion thereof, being remitted, the amount remitted will be refunded.

10. Any party who, after tendering for a contract, fails to furnish the necessary security, as provided for in Clause 7 of this Notice, will be interdicted from tendering on future occasions, unless he produces a document from some person or persons of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract on his tender being accepted.

11. The annual outlay on the above contract is estimated at Rupees 3,524.

12. No reason will be assigned for the rejection of any tender.

J. B. RAMSAY, Captain,  
Acting Deputy Commissary General.  
Bombay, Deputy Comm. Genl's Office,  
2nd May 1854.



LIST OF UNCLAIMED PACKAGES IN THE CUSTOM HOUSE.

DATE.	PACKAGES.	MARKS OR ADDRESS.	BY WHAT SHIP IMPORTED.
1852			
July 29th..	1 Case .....	Revd. J. H. Hughes, Chaplain, Surat, care of Revd. F. Spring, Garrison Chaplain, Bombay.....	"Forfarshire."
Sept. 2nd..	1 Case.....	Lieut. Col. Williams, 5th Bengal N. I., Lahore, care of Messrs. Thacker & Co., Bombay.....	Steamer "Erin."
Nov. 6th..	3 Packages.....	Marked M .....	"Euphrates."
Dec. 13th..	1 Case .....	Marked J B, No. 2, Messrs. Forbes & Co., Bombay.	"Owen Glendower."
1853			
June 8th..	4 Packages.... }	J. A. Ramsay, Esq., Bombay Army.....	Steamer "Achilles."
" "	1 ditto Carpet.. }		Ditto.
" "	1 Half Chest of Drawers .....	No mark .....	Ditto.
July 6th...	1 Case .....	Marked R M 16, No. 39, containing Wines.....	"Mary Ridley."
Sept. 9th..	1 Case .....	Revd. E. P. Williams, Mahableshwur Hill, (P. & O. Co.'s Agent), Bombay .....	Steamer "Pottinger."
" 21st..	1 Small Case .....	J. Thinn, Esq., care of Messrs. Robert Frith & Co., Bombay .....	"China."
Oct. 8th..	2 Packages.....	Mr. Charles Gunning, Southampton.....	Steamer "Acbar."
Nov. 2nd...	1 Case .....	Marked M L 148, consigned to Nusserwanjee Pestonjee & Co.....	"Lord Hardinge."
Dec. 6th..	1 Case.....	Dr. Grant, Surgeon 9th Lancers, Bengal, per favor of Assistant Surgeon A. M. Macbeth, 10th Royal Hussars, care of Messrs. Eduljee Nusserwanjee, Bombay .....	"Earl of Balcarras."
" "	2 Cases .....	Messrs. Eduljee Nusserwanjee Colabawalla, Bombay.	Ditto.
" "	1 Case .....	No mark, containing 226 Sheets Tin .....	"Marathon."
" 21st...	8 Cases .....	Marked M L, containing Wines.....	"Eleanor."
" "	1 Case.....	Marked D H & Co., containing Types .....	Ditto.
" "	3 Cases .....	Marked H D C C and B, containing Merchandize..	Ditto.
" 24th...	2 Canisters.....	No mark, containing Saffron....	} Steamer "Dwarka."
" "	1 Parcel .....	No mark, containing Silk Piece Goods .....	
" "	1 Parcel .....	No mark, containing used Linen.	
" "	1 Bag .....	Containing 25 Rupees in cash..	
" 30th...	1 Case.....	The Officer Commanding H. M.'s Troops, Lahore, <i>vid</i> Bombay, marked S P C K, containing Books...	"Owen Glendower."
1854			
Jan. 2nd..	1 Case.....	Lieutenant Hugh's Rose, care of Messrs. Ritchie, Steuart & Co., Bombay .....	Ditto.
" "	1 Box .....	No mark, containing Tea .....	Steamer "Erin."
" "	1 Half Tub.....	Marked B, containing Sugar-candy .....	Ditto.
" 11th...	3 Cases .....	Lieutenant T. H. Evans, 4th Regt. Light Cavalry, care of Messrs. R. Frith & Co., Bombay .....	"Earl of Balcarras."
" 16th...	1 Parcel .....	Marked H, No. 1, P. & O. Co.'s Agent, Bombay..	Steamer "Chusan."
" 24th...	1 Bundle .....	Persian marks, containing Piece Goods .....	Steamer "Dwarka."
" 26th...	3 Cases .....	No mark, containing American Tobacco .....	Unknown,
" "	2 Cases .....	Marked N C, containing Wines.....	Ditto.
" "	1 Parcel .....	John Connon, Esq., Chamber of Commerce, Bombay, containing Books .....	"Jaue Green."
" 27th...	1 Case.....	Captain T. H. Evans, 4th Madras Cavalry, care of Messrs. Remington & Co., Bombay .....	"Vernon."
Feb. 7th..	1 Chest .....	Marked E R R F, containing Tea.....	Steamer "Pottinger."
" "	1 Case.....	S. S. Pottinger, Point de Galle.....	Ditto.
" 8th...	1 Tin Box .....	Captain Tronson, Cape Town, Cape of Good Hope..	"Merse."
" 9th...	1 Case .....	The Officer Commanding H. M.'s Troops, Lahore, <i>vid</i> Bombay, S P C K, (Books).....	"Lady McDonald."
" 10th..	1 Case.....	Marked M D .....	"Earl of Clare."
" 18th...	1 Case.....	St. Vincent Jervis, Esq., Darlastone Hall, Nr. Stone, Staffordshire, England .....	Per a Native Boat.
" 27th...	1 Case.....	P. & O. Agent, O T, No. 17, Bombay, containing Instruments .....	Steamer "Ganges."
" "	7 Cases .....	No mark, containing Trichinopoly Cheroots .....	Per a Native Boat.
Mar. 3rd..	5 Bales .....	No mark, containing Cotton Sail Cloth .....	Cotta "Catao Pursad."
" 20th...	1 Box .....	Dossabhoj Byramjee Passicacana, Esq., Bombay, containing Turbans .....	"Jamsetjee Jejeebhoy."
" "	1 Small Package..	No mark, containing Tortoise Shells.....	Unknown.
" "	1 Small Package..	No mark, containing Gendah Horus .....	Ditto.
April 3rd..	5 Cases .....	Marked P D A, No. 1 to 5.....	"Futtay Salam."
" "	2 Cases .....	Marked G A M, No. 1 to 2, containing Cigars.....	"Niobe."
" 11th..	1 Trunk .....	Lieutenant Colonel Dunsterville .....	Steamer "Norna."
" "	1 Case.....	Mrs. Carshore, care of Dr. Kays, Staff Surg. Bombay.	"Ascendant."
" "	1 Bale .....	Marked H, Bombay .....	Ditto.
" 21st..	4 Packages.....	Lieutenant C. J. Cruttenden.....	Steamer "Feroze."



DATE.	PACKAGES.	MARKS OR ADDRESS.	BY WHAT SHIP IMPORTED.
1854			
Apr. 21st..	1 Package .....	No mark or address (a Bedding) .....	Steamer "Feroze."
" "	1 Case .....	R. E. H. Light, Esq., care of Messrs. Leckie & Co., Bombay .....	"Result."
" 29th..	1 Case .....	Messrs. Thacker & Co., Bombay .....	"Sagof."
May 2nd..	4 Packages .....	Mr. Campbell, Bombay, Messrs. Remington & Co., Bombay .....	Steamer "Semiramis." Ditto.
" "	1 Package .....	No mark or address .....	
" "	3 Cases .....	Lieutenant P. Hodgson, 22nd Bombay N. I., S C, Nos. 1 to 3 .....	"Marion."
" 3rd..	1 Box .....	Marked M H & Co. (Saffron) .....	Brig "Coomara Letchmy."
" 5th..	1 Dubber .....	No mark, containing Cocoanut Oil .....	Unknown.
" "	4 Pieces .....	No mark, containing Shark-fins .....	Ditto.
" 6th..	1 Package .....	Revd. E. N. Dickinson, Bombay (a Bedding) .....	"Bank of England."
" "	1 Cask .....	Brigadier R. W. Wilson, C.B., Commanding at Mooltan, Punjab, India, care of Messrs. Phillips & Co., Bombay .....	Ditto.
" "	4 Cases .....	Marked H, Nos. 39 to 42, (Wines) .....	Ditto.
" "	2 Cases .....	Marked T W S, (ditto) .....	Ditto.
" 8th	1 Case .....	Marked R W & H E C, No. 31 .....	"Anna Dorothea."
" "	1 Case .....	Marked H, No. 803 .....	Ditto.
" "	1 Case .....	Marked C, No. 66 (Wines) .....	"Indiana."
" "	1 Package .....	Captain Whitehill, 3rd European Regiment, Poona... Captain J. Walrond Clarke, 10th Royal Hussars, Kirkee, care of Messrs. Eduljee Nusserwanjee Cola- bawalla, Bombay .....	Steamer "Bombay."
" "	1 Case .....	Lieutenant E. A. Hardy, Bombay, 1st Lancers, Nee- muh, care of Messrs. Forbes & Co., Bombay... Ditto.	"Bank of England."
" "	3 Baskets .....	No mark, containing empty Bottles .....	Steamer "Dwarka."
" "	20 Slabs of Marble	No mark, consigned to Messrs. Volkart Brothers & Co., Bombay .....	"Henry Joseph."
" "	27 Docras of Cotton	} Consigned to Lada Manack .....	Cottya "Naron Pursad."
" "	23 Bags of Sugar...		
Mar. 2nd..	1 Package .....	Containing Shark-fins, about 60 lbs.	} Unclaimed Goods detained by the Officers of the Customs De- partment.
Apr. 1st..	1 Bundle .....	Containing ditto (22 Pieces)....	
" "	1 Box .....	No mark, containing Tea .....	
" 18th..	1 Box .....	No mark, containing Cheroots ...	
" "	1 Bag .....	No mark, containing old Clothes..	

A. W. ELLIOT,

Assist. Commr. of Customs, Salt, and Opium.

Bombay, Custom House, 9th May 1854.

**Notice**

Is hereby given, that sealed tenders will be received by the Acting Deputy Commissary General for the CONVEYANCE to London of the following BOXES of MILITARY STORES, consigned to the Honorable the Court of Directors, London:—

(512) Five hundred and twelve Boxes of Military Stores, consigned to the Honorable the Court of Directors, the tonnage of which (calculated by measurement at 40 feet per ton) is about 100 tons, less or more. The name of the Vessel on which it is proposed to convey the Boxes is to be inserted in the tender.

Further particulars may be learnt on application at this Office, from 10½ A. M. to 5 P. M. daily, Sundays excepted.

A. W. LUCAS, Captain,

For Acting Deputy Commissary General.

Bombay, Depy. Commy. Genl's Office,  
8th March 1854.

**Advertisement.**

To be sold by PUBLIC AUCTION, at the Grand Arsenal, on Friday the 19th instant, at 12 o'clock (noon), sundry condemned ORDNANCE STORES, belonging to the Honorable Company. A list of the articles to be sold may be seen at the Office of the Principal Commissary of Ordnance.

*Terms of Sale.*—A deposit of 20 per cent. will be required on the lots knocked down at a price higher than Rs. 50 each, while those sold below that price to be paid for and cleared away immediately.

The lots on which deposits may be made to be paid for and removed within six days from the date of the Sale, or otherwise the deposits will be forfeited to Government, and the articles resold at the risk and expense of the first purchaser.

M. F. WILLOUGHBY, Lieut. Col.,

Principal Commissary of Ordnance.

Bombay, Grand Arsenal,  
10th May 1854.



**POST OFFICE NOTICES.**

**OVERLAND MAIL.**

The OVERLAND MAILS, *viâ* Marseilles and *viâ* Southampton, per H. C. Steamer "VICTORIA," will be closed on TUESDAY the 23rd instant, at 3 o'clock P. M. precisely.

An AFTER-PACKET will be kept open, for Bearing Letters only, until 4 o'clock, on the usual terms.

Post Office Packets for KURRACHEE and SCINDE, will be closed on SATURDAY the 13th instant, at 2 o'clock P. M.

*Bombay, General Post Office, 10th May 1854.*

The Mails for CEYLON, PENANG, SINGAPORE, CHINA, MAURITIUS, and CAPE OF GOOD HOPE, per P. & O. Co.'s Steamer "SINGAPORE," will be closed on MONDAY the 15th instant, at 6 o'clock P. M.

*Bombay, General Post Office, 3rd May 1854.*

DUNCAN DAVIDSON,  
Post Master General.

**POSTAL NOTICE.**

The MAILS for the KHANDESH and GUZERAT POST LINES will in future be CLOSED on SUNDAYS at 1-45 and 2 P. M. respectively, instead of the hours mentioned in the Postal Notice of the 15th September last.

W. BLOWERS,  
Deputy Post Master General.

*Bombay, General Post Office, 1st Nov. 1853.*

**POSTAL NOTICE.**

From the 2nd proximo, the MAILS for Tanna, Khandeish, and the North-West Line, will be CLOSED at 2 P. M. instead of 3 P. M.

DUNCAN DAVIDSON,  
Post Master General.

*Bombay, General Post Office,  
29th April 1854.*

**POSTAL NOTICE.**

1. The OVERLAND MAILS *viâ* Marseilles and Southampton will be despatched FROM BOMBAY on the following dates:—

- 28th April to Suez.
- 10th May to Aden.
- 23rd May to Suez.
- 20th June to Suez.
- 20th July to Suez.
- 30th August to Suez.
- 11th September to Aden.

2. Overland Mails will be despatched on the 1st June, 1st July, and 1st August, from Bombay to Point de Galle, whence they will be conveyed by the P. & O. Company's Steamers on their way from Calcutta to Suez. These three Mails will be closed the evening previous to despatch.

*Bombay, General Post Office, 20th April 1854.*

DUNCAN DAVIDSON,  
Post Master General.

**Notice**

Is hereby given, that the CIVIL AUDITOR'S OFFICE has been REMOVED from the Mint Premises to No. 7 Hornby Row, in the Fort.

C. J. ERSKINE,  
Civil Auditor.

*Bombay, 3rd May 1854.*

**BANK OF BOMBAY.**

DISCOUNT.

On Government Bills..... 6 per cent.  
On Private Bills at or within 3 }  
Months ..... } 9 ditto.

INTEREST.

On Fixed Loans on Government }  
Notes ..... } 7 ditto.  
On Cash Credits and Loans on }  
Government Notes..... } 8 ditto.  
On Loans and deposit of Goods.... 9 ditto.

The rate of advance on deposit of Government Notes is 95 per cent., and on Goods, *three-fourths* the approved value.

By Order of the Board of Directors,  
J. STUART,  
Secretary and Treasurer.

*Bank of Bombay, 27th April 1854.*

**PACKETS.**

It is hereby notified, for general information, that Packets are open at this Office for the reception of Letters for despatch by the following Vessels:—

NAMES OF VESSELS.	AGENTS' NAMES.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	WHERTOUCHING.
Victoria .....	Commander in Chief of the Indian Navy.	23rd instant .....	Aden .....	Suez.
Singapore .....	P. & O. Steam Navigation Company ..	16th do. ....	Hong-Kong .....	Galle, Penang, and Singapore.
Victoria.....	Bombay Steam Navigation Company..	13th do. ....	Kurrachee.	
Eden .....	Messrs. Lancaster & Co. ....	Despatch .....	London.	
America .....	" Ditto .....	25th instant .....	Liverpool.	
Richard Cobden .....	" Ewart, Bates & Co. ....	14th do. ....	Ditto.	
Result .....	" Ewart, Latham & Co. ....	Despatch .....	China.	
Gauntlet .....	" Ritchie, Steuart & Co. ....	Ditto .....	Ditto.	
Vaseo de Gama .....	" Peel, Cassels & Co. ....	Ditto .....	Liverpool.	

As a general rule, the Packets for Sailing Vessels will be closed the evening before the date of departure.

DUNCAN DAVIDSON,  
Post Master General.

*Bombay, General Post Office, 10th May 1854.*



## BOMBAY PRICE CURRENT

OF MEAT, POULTRY, FRUIT, BREAD, FLOUR, ROLONG, SAGO, BUTTER, MILK, FIREWOOD, OIL,  
CANDLES, SOAP, GHEE, SUGAR, GRAIN, &c. &c.—Quoted by the Dealers.

BEEF.		Rs. a. p.	PORK, FRESH AND SALT (continued).		Rs. a. p.	SUGAR OF SORTS.		Rs. a. p.		
Prime Pieces	1st sort, 8 lbs.	1 0 0	Trotters, large	per four	0 1 4	Sugar, Pinfa	per md. of 28 lbs.	8 0 0		
"	2nd "	10 "	"	small	0 1 0	"	Candy	1st sort, "	7 8 0	
"	3rd "	12 "	"	"	0 2 0	"	"	2nd "	6 0 0	
Brisket and Round	1st "	1 0 0	"	Pig's Liver and Heart	0 2 0	"	soft	1st "	6 0 0	
"	2nd "	14 "	"	Pork, salt, Country	1 0 0	"	"	2nd "	3 8 0	
"	3rd "	16 "	"	"		"	"	brown	3 0 0	
Meat for Soup	10 "	1 0 0	POULTRY.			Jaggree	"	"	1 10 0	
Shin, large	each	0 3 0	Geese	each	3 0 0	GHEE OF SORTS.				
"	small	0 2 0	Turkey, cock, Bombay	"	3 0 0	Ghee, Kurrachee	per md. of 28 lbs.	6 4 0		
Ox Tails	"	0 8 0	"	hen	2 0 0	"	Surat	"	7 0 0	
Tongue, large	"	0 3 0	"	cock, Goa	2 0 0	"	Bhowngur	"	6 4 0	
"	small	0 2 0	"	hen	1 8 0	"	Balgantay	"	6 4 0	
Heart, large	"	0 1 0	"	large, Surat	1 0 0	"	Ghanty	"	5 4 0	
"	small	0 1 0	"	small	0 6 0	"	Rajapoor	"	8 8 0	
Marrow-bone	"	0 4 0	"	large, Bombay	0 8 0	GRAIN OF SORTS.				
Ox Palates	"	0 0 9	"	small	0 6 0	Wheat, Hiansa	per edy. of 8 pharas	22 0 0		
Feet	four	0 4 0	"	green	0 3 0	"	Jambhoseer	1st sort, "	20 0 0	
Suet	each	0 4 0	"	small	0 2 0	"	"	2nd "	10 0 0	
Tongues (salted, dry)	each	0 5 0	"	Ducks, large	0 6 0	"	Bhowngur	1st "	22 0 0	
" (pickled), Bombay	"	0 5 0	"	small	0 2 0	"	"	2nd "	20 0 0	
VEAL, SMALL.			"	Chickens, large	per dozen	112 0	"	Ghantee	"	18 0 0
Hind Quarter	1st sort, 4 lbs.	1 0 0	"	small	0 3 0	0 3	"	Singapore	"	20 0 0
"	2nd "	5 "	"	Hens' Eggs	each	0 0 3	"	Bengal	"	21 0 0
"	3rd "	10 "	"	Ducks "	"	0 0 3	"	Bhowngur	"	22 0 0
Fore Quarter	1st "	1 0 0	FRUITS OF SORTS.			"	"	Ghantee	"	23 0 0
"	2nd "	5 "	Pine-apples, Bombay, large	each	0 0 0	"	"	"	"	23 0 0
"	3rd "	10 "	"	small	0 0 0	"	"	Ghantee	"	18 0 0
Head	1st "	1 0 0	"	Goa, large	0 2 0	"	"	"	"	18 0 0
"	2nd "	5 "	"	small	0 1 0	"	"	"	"	20 0 0
"	3rd "	10 "	"	Pomelos, large	0 12 0	"	"	"	"	20 0 0
Feet	four	0 4 0	"	small	0 8 0	"	"	"	"	24 0 0
Liver and Heart	each	0 1 0	"	Guavas, large	0 0 8	"	"	"	"	23 0 0
VEAL, LARGE.			"	small	0 0 8	"	"	"	"	23 0 0
Hind Quarter	1st sort, 4 1/2 lbs.	1 0 0	"	Oranges, large	0 0 8	"	"	"	"	23 0 0
"	2nd "	5 "	"	small	0 0 8	"	"	"	"	23 0 0
"	3rd "	10 "	"	common	0 0 0	"	"	"	"	23 0 0
Fore Quarter	1st "	1 0 0	"	Grapes, black	per seer	0 0 0	"	"	"	18 0 0
"	2nd "	5 "	"	Melons, Water, large	each	0 2 0	"	"	"	19 0 0
"	3rd "	10 "	"	small	0 1 0	"	"	"	"	19 0 0
Head	1st "	1 0 0	"	Musk, large	0 2 0	"	"	"	"	16 0 0
"	2nd "	5 "	"	small	0 1 0	"	"	"	"	15 0 0
"	3rd "	10 "	"	Plantains, red, large	0 0 0	"	"	"	"	15 0 0
Feet	four	0 4 0	"	small	0 0 4	"	"	"	"	23 0 0
Liver and Heart	each	0 1 0	"	yellow, large	0 0 4	"	"	"	"	10 0 0
MUTTON FOR EUROPEANS.			"	small	0 0 3	"	"	"	"	23 0 0
Saddle	1st sort, per lb.	0 3 0	"	Limes, sweet	0 0 1	"	"	"	"	16 0 0
"	2nd "	0 2 0	"	sour	0 0 1	"	"	"	"	15 0 0
"	3rd "	0 1 0	"	Potatoes, Nelligerries, large	per seer	0 0 0	"	"	"	16 0 0
Leg, Loin, Neck, & Shoulder, 1st	"	0 2 0	"	small	0 0 0	"	"	"	"	20 0 0
"	2nd "	0 1 0	"	Mahabeshwur, large	0 1 0	"	"	"	"	18 0 0
"	3rd "	0 1 0	"	small	0 0 0	"	"	"	"	15 0 0
Breast	1st "	0 1 3	"	Poona, large	0 0 0	"	"	"	"	12 0 0
"	2nd "	0 1 0	"	small	0 0 0	"	"	"	"	16 0 0
"	3rd "	0 1 0	"	Surat, large	0 0 4	"	"	"	"	3 12 0
Tongue, Sheep's	each	0 0 8	"	small	0 0 3	"	"	"	"	4 0 0
Brails	"	0 0 8	"	Yanus, white	0 0 5	"	"	"	"	
Head	"	0 1 0	"	red	0 0 2	"	"	"	"	
Liver and Heart	"	0 1 0	"	Onions	0 0 2	"	"	"	"	
Kidneys	"	0 0 4	"	Ginger	0 0 0	"	"	"	"	
Feet	four	0 0 3	DRY FRUITS OF SORTS.			"	"	"	"	
Suet	per lb.	0 4 0	Plums, fine	per seer weight	0 2 0	"	"	"	"	
MUTTON FOR NATIVES.			"	coarse	0 2 0	"	"	"	"	
First sort	12 lbs.	1 0 0	"	Currents, fine	0 2 0	"	"	"	"	
"	14 "	1 0 0	"	coarse	0 2 0	"	"	"	"	
"	10 "	1 0 0	"	Prauns, new	0 2 0	"	"	"	"	
KID, SMALL.			"	old	0 1 0	"	"	"	"	
Hind Quarter	1st sort, 4 lbs.	1 0 0	"	Almonds, sweet	0 1 0	"	"	"	"	
"	2nd "	5 "	"	bitter	0 1 0	"	"	"	"	
"	3rd "	10 "	BREAD, &c.			"	"	"	"	
Fore Quarter	1st "	1 0 0	A loaf, 1st sort	13 oz. each	0 1 4	"	"	"	"	
"	2nd "	5 "	"	2nd "	0 1 0	"	"	"	"	
"	3rd "	10 "	"	brown	39 oz.	0 2 0	"	"	"	
Head, Feet, Liver, and Heart	each	0 4 0	"	"	16 "	0 1 0	"	"	"	
KID, LARGE.			"	Flour, Wheat	per seer measure	0 3 4	"	"	"	
Hind Quarter	1st sort, 4 1/2 lbs.	1 0 0	"	Rolong	"	3 4	"	"	"	
"	2nd "	5 "	"	Sago, fine	weight	0 1 4	"	"	"	
"	3rd "	10 "	"	coarse	"	0 2 0	"	"	"	
Fore Quarter	1st "	1 0 0	"	Arrowroot, best	"	0 2 0	"	"	"	
"	2nd "	5 "	"	coarse	"	0 1 0	"	"	"	
"	3rd "	10 "	MILK AND BUTTER.			"	"	"	"	
LAMB, SMALL.			Cow's Milk	per seer measure	0 1 4	"	"	"	"	
Hind Quarter	1st sort, 4 1/2 lbs.	1 0 0	"	Butter	per cup of 2 oz.	0 1 2	"	"	"	
"	2nd "	5 "	"	Banlows' Milk	per seer measure	0 1 0	"	"	"	
"	3rd "	10 "	"	Butter	per cup of 2 oz.	0 1 0	"	"	"	
Fore Quarter	1st "	1 0 0	FIREWOOD.			"	"	"	"	
"	2nd "	5 "	Babool	per edy. of 28 mds. (784 lbs.)	3 0 0	"	"	"	"	
"	3rd "	10 "	"	Khair	"	2 0 0	"	"	"	
LAMB, LARGE.			"	Aine	"	2 8 0	"	"	"	
Hind Quarter	1st sort, 5 lbs.	1 0 0	"	Kurnell	"	2 14 0	"	"	"	
"	2nd "	5 "	OILS, CANDLES, AND SOAP.			"	"	"	"	
"	3rd "	10 "	Cocoanut Oil	1st sort, per md. of 28 lbs.	3 0 0	"	"	"	"	
Fore Quarter	1st "	1 0 0	"	2nd "	"	2 15 0	"	"	"	
"	2nd "	5 "	"	Jenglee	"	3 0 0	"	"	"	
"	3rd "	10 "	"	Ghantee	"	2 11 0	"	"	"	
PORK, FRESH AND SALT.			"	Brundia, or Castor Oil	"	2 5 0	"	"	"	
Pork, fresh	10 lbs.	1 0 0	"	Candles, Europe	"	18 0 0	"	"	"	
Pig, Roasting, large size	each	1 4 0	"	Goa	"	17 0 0	"	"	"	
"	small	1 0 0	"	Cuchin	"	10 0 0	"	"	"	
Pig's Head	20 lbs.	1 0 0	"	Soap, Country	"	1 8 0	"	"	"	
Sausages	5 "	1 0 0	"	"	Europe, yellow	3 8 0	"	"	"	
			"	"	white	3 6 0	"	"	"	

Fish and Vegetables generally sold according to the quantity in the Market, and the choice of them.  
Bombay Measures by which the articles are sold.—4 Seers are one Pyle—17 Pyles are one Phara—8 Pharas are one Candy—25 Pharas are one Moora.  
A Robin of Rice averages about 15 Pyles.  
Bombay Weights by which the articles are sold.—1 Seer is 11 ozs. and 4 drs.—40 Seers are 1 Maund.—1 Maund is 28 English Pounds.

Published by order of the Board of Conservancy,  
J. WATSON, Clerk of the Markets.

Bombay, Monday, 8th May 1854.



# General Orders.

## MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

*Bombay Castle, 3rd May 1854.*

No. 300 of 1854.—Lieutenant R. S. Pope, Commissariat Agent and Superintendent of Bazaars at Ahmedabad, is allowed leave of absence from the 10th April to the 25th May, to proceed to Bombay, on private affairs; Lieutenant St. George, of the 25th Regt. N. I., conducting his duties during the absence of Lieutenant Pope, and on his responsibility.

No. 301 of 1854.—An Order by Captain Taylor, dated Nusseerabad, the 18th October 1853, appointing Lieutenant S. M. Arthur to act as Adjutant to the 3rd Regiment Light Cavalry, during the absence of Lieutenant Dick on sick leave, is confirmed.

No. 302 of 1854.—The following Native promotions are made:—

<i>1st Belooch Battalion.</i>		<i>Date of Rank.</i>
Jemedar Oomarkhan to be Subedar, and Quarter Master Haviildar Ellahee Bux to be Jemedar, in succession to Nusseem Khan, discharged	}	18th March 1854.
Jemedar Simailjee Israel to be Subedar, and Havildar Major Sewchurn Missur to be Jemedar, in succession to Jungee Khan, discharged	}	Do. do.

No. 303 of 1854.—The following promotions are made:—

<i>Infantry.</i>		
Senior Major A. Shephard to be Lieutenant Colonel, vice Gidley, dismissed the Honorable Company's Service by the Sentence of a General Court Martial	}	18th April 1854.
<i>24th Regiment N. I.</i>		
Captain W. G. Duncan to be Major, Lieutenant G. R. Scatcherd to be Captain, and Ensign K. Neave to be Lieutenant, in succession to Shephard, promoted	}	Do. do.

No. 304 of 1854.—An Order by Brigadier General G. J. Wilson, dated Belgaum, the 15th April 1854, appointing Captain W. E. Macleod, of the 20th Regt. N. I., to act as Assistant Adjutant General of the Southern Division, during the absence of Captain Stock on special duty, or until further orders, vice Lieutenant W. Browne, ordered to rejoin his Regiment on its removal to another Division, is confirmed.

No. 305 of 1854.—The following appointment is made:—

<i>24th Regiment N. I.</i>		
Ensign K. Neave to be Quarter Master and Interpreter, vice McPherson, proceeding on furlough to Europe.		

No. 306 of 1854.—An Order by Brigadier N. Wilson, K.H., dated Deesa, the 10th April 1854, appointing Lieutenant Blair, of the 2nd Regiment Light Cavalry, to act as Brigade Major at that Station, during the absence of Brevet Major Jackson on leave, or until further orders, is confirmed.

No. 307 of 1854.—The leave of absence granted in Government General Order No. 197, of the 21st March last, to Captain T. Eyre, Pay Master Northern Division, is extended from the 30th April to the 31st May next, to remain at the Presidency, on private affairs.

No. 308 of 1854.—The following promotion and appointments are made in the Subordinate Department of Public Works:—

<i>Promotion.</i>		<i>Date of Rank.</i>
Serjeant Supernumerary Sub-Assistant Overseer E. Hanley to be Sub-Assistant Overseer, vice Hawkes, deceased	}	8th February 1854.
<i>Appointments.</i>		
Serjeant W. Robotham, of the Corps of Sappers and Miners, is appointed a Supernumerary Sub-Assistant Overseer	}	11th March 1854.
Serjeant J. W. Williams, of the Corps of Sappers and Miners, is appointed a Supernumerary Sub-Assistant Overseer	}	13th do. do.
Serjeant J. Gahagan, of the Corps of Sappers and Miners, is appointed a Supernumerary Sub-Assistant Overseer	}	25th do. do.
Serjeant H. Reed, of the Corps of Sappers and Miners, is appointed a Supernumerary Sub-Assistant Overseer	}	Do. do. do.

No. 309 of 1854.—2nd Lieutenant T. B. Heathorn, of the Regiment of Artillery, has been reported to be qualified as Interpreter in the Hindoostance language.

No. 310 of 1854.—Assistant Surgeon T. B. Johnstone, Vaccinator, Concan, is allowed a furlough to Europe for eighteen months, on Medical certificate, agreeably to the new Furlough Regulations.

*Bombay Castle, 4th May 1854.*

No. 311 of 1854.—Lieutenant Colonel J. S. Down, of the 27th Regt. N. I., is appointed to the Command of the Fortress of Asseerghur, vice Lieutenant Colonel C. H. Delamain, resigned the Service.

*Bombay Castle, 5th May 1854.*

No. 312 of 1854.—Lieutenant W. R. Dickinson, of the Engineer Corps, is allowed a furlough to Europe for three years, on private affairs, under the old Regulations.



No. 313 of 1854.—Lieutenant R. Cowpar, of the 1st European Regiment (Fusiliers), is allowed a furlough to Europe for six months, on Medical certificate, under the new Furlough Regulations.

No. 314 of 1854.—Lieutenant Colonel (Brevet Colonel) W. J. Browne, C.B., of the 29th Regt. N. I., Brigadier Commanding in Upper Scinde, is permitted to resign his Command, and is allowed a furlough to Europe on private affairs, agreeably to the old Regulations.

*Bombay Castle, 6th May 1854.*

No. 315 of 1854.—Private Charles Dalton, of the 2nd European Regt. L. I., is allowed a free discharge from the Honorable Company's Service, under the provisions of Government General Order No. 543, of the 23rd September 1852.

No. 316 of 1854.—Corporal Michael Joyce, of the 2nd Battalion Artillery, is allowed his discharge from the Honorable Company's Service, agreeably to the provisions of Art. 28, Sect. XXI. of Jameson's Code.

No. 317 of 1854.—Surgeon C. Morehead, Principal Grant College, and Surgeon Jamsetjee Jejeebhoy Hospital, is allowed leave for a period of one year, to proceed to Europe, on Medical certificate, agreeably to the new Furlough Regulations.

No. 318 of 1854.—Lieutenant Colonel J. Jackson, C.B., of the 26th Regt. N. I., is allowed a furlough to Europe, on private affairs, agreeably to the new Furlough Regulations.

No. 319 of 1854.—Lieutenant J. A. Anderson, of the 19th Regt. N. I., is allowed a furlough to Europe for six months, on urgent private affairs, agreeably to the old Furlough Regulations.

No. 320 of 1854.—Lieutenant W. T. Chitty, Acting Assistant Auditor General, is allowed leave of absence for thirty days from the 12th instant, to proceed to the Deccan.

No. 321 of 1854.—Lieutenant W. G. Mainwaring, of the 1st European Regiment (Fusiliers), 2nd in Command of the 1st Belooch Battalion, is allowed a furlough to Europe for a period of eighteen months, on Medical certificate, agreeably to the new Furlough Regulations.

No. 322 of 1854.—With the view of reducing the number and frequency of Military Escorts for Government Stores or Treasure, all Officers, Civil and Military, expecting to require such Escorts, shall send to the Commanding (or Staff) Officer of the Station from whence they are required, a Report, on the 1st of each month, specifying the nature and extent of the property, the place to which it is to be escorted, and the probable date on which the Escort will be required, when it will be the duty of the Commanding Officer so to arrange that one Escort shall if possible suffice for more than one consignment.

Civil Officers applying for such Escorts are not relieved by this order from the necessity for applying for the previous sanction of Government, as laid down in Government General Orders 27th November 1827, Arts. 50 to 54, Sect. XXXII. of Jameson's Code.

Cases of unquestionable emergency must of necessity be dealt with as they may arise.

No. 323 of 1854.—The following Orders are confirmed :—

By Major Shepherd, dated Sattara, the 1st April 1854, appointing Ensign Neave to act as Quarter Master and Interpreter to the 24th Regt. N. I., during the absence of Lieutenant McPherson on leave, or until further orders.

By Major Pollett, dated Ahmedabad, the 15th April 1854, appointing Lieutenant Young to act as Quarter Master and Interpreter to the 25th Regt. N. I., during the absence of Lieutenant Bacon on leave, or until further orders.

By Brevet Major Farquhar, dated Hyderabad, the 15th April 1854, appointing Lieutenant Beville to perform the duties of 2nd in Command to the 1st Belooch Battalion, in addition to those of Adjutant, during the absence of Lieutenant Mainwaring on Medical certificate, or until further orders.

By Brigadier Wilson, K.H., dated Deesa, the 15th April 1854, directing Lieutenant Paul, of the 23rd Regt. N. L. I., to receive charge of the Commissariat and Bazar duties at that Station, on the departure of Captain Shaw to Poona, until further orders.

*Bombay Castle, 8th May 1854.*

No. 324 of 1854.—The following Native promotions are made :—

<i>28th Regiment Native Infantry.</i>		<i>Date of Rank.</i>
Jemedar Mahdjee Chowan to be Subedar, and Quarter Master Havildar Mahadoo Chowdry to be Jemedar, in succession to Essoo Soorwa, pensioned .....	} 1st January 1854.	
Havildar Sumaljee Israel to be Jemedar, vice Ragojee Patarin, pensioned .....		Do. do.

REGIMENT OF ARTILLERY.

<i>Golundanze.</i>		
Jemedar Sew Pursad to be Subedar, and Havildar Ram Dial to be Jemedar, in succession to Pylwan Sing, pensioned .....	} Do. do.	
Jemedar Poorun Ahire to be Subedar, and Brigade Havildar Shaik Abram Saucorie to be Jemedar, in succession to Ator Tewarree, pensioned .....		Do. do.
Jemedar Bhowanee Deen Tewarree to be Subedar, and Brigade Havildar Adjoodia Doobey to be Jemedar, in succession to Ram Deen Panday, pensioned .....	} Do. do.	
Brigade Havildar Mootie Sing to be Jemedar, vice Dyal Doobay, deceased .....		5th February 1854.

*Gun Lascars.*

Jemedar Balloo Cuddum to be Subedar, and Havildar Ragnac Sonnac to be Jemedar, in succession to Shaik Mullick, pensioned .....	} 1st January 1854.
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No. 325 of 1854.—The following promotions are made :—

<i>2nd Regiment Light Cavalry.</i>		<i>Date of Rank.</i>
Lieutenant C. H. Barnevell to be Captain, and Cornet R. C. Kennedy to be Lieutenant, in succession to Kenyon, retired .....	} 3rd July 1852.	



The undermentioned Officer is ranked from the dates specified opposite his name, and posted to the 2nd Regt. Light Cavalry, vice Kennedy, promoted :—

	Rank as Cornet in the	
	Regiment.	Army.
Walter Elliott LeGeyt.....	4th October 1853.	4th October 1853.

No. 326 of 1854.—The following Native promotion is made :—

	Marine Battalion.	Date of Rank.
Color Havildar Soobannaē Heernac to be Jemedar, vice Gunnac Dhrumnac, deceased.		4th April 1854.

*Bombay Castle, 9th May 1854.*

No. 327 of 1854.—Bombardier John Phin, of the 1st Battalion of Artillery, is allowed his discharge from the Honorable Company's Service, under the provisions of the Government General Order No. 543, of the 23rd September 1852.

No. 328 of 1854.—The following appointments are made :—

*18th Regiment N. I.*

Lieutenant J. Ashburner to be Adjutant, vice Jacob, promoted.

Lieutenant F. T. Ross to be Quarter Master and Interpreter, vice Ashburner, appointed Adjutant.

No. 329 of 1854.—The following Orders are confirmed :—

By Lieutenant Colonel Trevelyan, dated Nusseerabad, the 13th April 1854, appointing Captain Andrews, of the 7th Regt. N. I., to act as 1st Class Commissariat Agent, and to receive charge of the Bazar and Commissariat Departments at that Station, from the 17th idem, on the departure of Captain Salmon to Deesa, until further orders.

By Brigadier Cracklow, dated Bombay, the 22nd April 1854, appointing 2nd Lieutenant Glasfurd, of the 1st European Regt. (Fusiliers), to act as Quarter Master and Interpreter to the Marine Battalion, as a temporary arrangement, vice Maude, appointed Acting Superintendent of Police at Kaira.

No. 330 of 1854.—Mr. Charles Grant Hope Ross is admitted to the Service, in conformity with his appointment by the Honorable the Court of Directors, as an Assistant Surgeon on this Establishment, from the 19th November 1853, the date of his arrival at Kurrachee from England in Medical charge of the Recruits on board the Ship "Burlington."

No. 331 of 1854.—The following promotions are made :—

*Cavalry.*

*Date of Rank.*

Senior Major C. F. Jackson to be Lieutenant Colonel, vice Delamain, retired ..... 24th April 1854.

*2nd Regiment Light Cavalry.*

Captain A. Prescott to be Major, Lieutenant N. B. Tucker to be Captain, and Cornet } H. P. Sykes to be Lieutenant, in succession to Jackson, promoted .....	Do. do.
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The undermentioned Officer is ranked from the dates specified opposite his name, and posted to the 2nd Regt. Light Cavalry, vice Sykes, promoted :—

	Rank as Cornet in the	
	Regiment.	Army.
Arthur William Macnaghten .....	24th April 1854.	4th March 1854.

*By Order of the Right Honorable the Governor in Council,*

T. MAUGHAN, Lieutenant Colonel,

*Secretary to Government.*

## MARINE DEPARTMENT.

*Bombay Castle, 4th May 1854.*

No. 55 of 1854.—Mr. J. C. Pryce is appointed 2nd Assistant to the Master Attendant, vice Daniell, deceased.

*Bombay Castle, 5th May 1854.*

No. 56 of 1854.—Messrs. Howard William Brownlow and Edward Maxwell Brownlow, appointed by the Honorable the Court of Directors Volunteers for the Indian Navy, are admitted into the Service from the 24th April, the date of their arrival.

No. 57 of 1854.—Captain W. Lowe is allowed a furlough to Europe for three years, on Medical certificate.

No. 58 of 1854.—Mr. J. A. Turner, Midshipman, is allowed a furlough to Europe for one year, on Medical certificate.

No. 59 of 1854.—Mr. Dyer, Mate, is allowed a furlough to Europe for one year, on Medical certificate, from the 5th ultimo, the date of his embarkation from Aden.

No. 60 of 1854.—Commander John Stephens is allowed a furlough to Europe for three years, agreeably to the Regulations.

*Bombay Castle, 6th May 1854.*

No. 61 of 1854.—Mr. R. W. Woodhouse, Acting 1st Class 2nd Master, is allowed leave of absence for a period of six months.



*Bombay Castle, 9th May 1854.*

No. 62 of 1854.—The undermentioned Officers are allowed an extension of leave till the 1st June next, to remain at the Mahabeshwur Hills, on Medical certificate :—

Assistant Surgeon Roome.  
Mr. H. Nelson, 1st Class Engineer.

*By Order of the Right Honorable the Governor in Council,*  
T. MAUGHAN, Lieutenant Colonel,

*Secretary to Government.*

## Civil Appointments, &c.

### POLITICAL DEPARTMENT.

*Bombay Castle, 4th May 1854.*

Captain R. Wallace is appointed to act as Political Agent in Kattcewar during the absence of Lieutenant Colonel Lang, or until further orders.

Captain J. T. Barr is appointed to act as Political Agent in the Rewa Kanta during the absence of Captain Wallace, or until further orders; Lieutenants J. Black and A. Y. Shortt, Second and Third Assistants to the Political Agent in Kattcewar, acting during the same period as First and Second Assistants respectively.

Mr. W. H. Harrison, Judge and Session Judge of Surat, is appointed Agent for the Right Honorable the Governor at Surat, from the 19th instant.

### JUDICIAL DEPARTMENT.

*Bombay Castle, 6th May 1854.*

Mr. P. W. LeGeyt, Judge and Session Judge of Poona, is allowed leave of absence for twenty days from the 8th instant, on private affairs, under Section XI. of the Absentee Rules.

*Bombay Castle, 10th May 1854.*

Ensign H. Moore assumed charge of the duties of Acting Lieutenant of Police at Hyderabad on the 15th ultimo.

Mr. W. H. Harrison, Judge and Session Judge of Surat, resumed charge of his duties on the 24th ultimo, and left the Sudder Station on circuit to the detached Station of Broach on the 25th idem.

Mr. H. Newton delivered over charge of the Sholapoor Adawlut to the Principal Sudder Ameen at that Station on the 6th instant.

*By Order of the Right Honorable the Governor in Council,*  
H. L. ANDERSON, *Secretary to Government.*

### TERRITORIAL DEPARTMENT,

#### REVENUE.

*Bombay Castle, 5th May 1854.*

Mr. A. F. Davidson, Superintendent Revenue Survey and Assessment, Candeish, has been allowed leave of absence for fifteen days, under Section XI. of the Absentee Regulations, to visit the Presidency, on private affairs.

Mr. E. P. Robertson, Acting Second Assistant Collector of Surat, has been allowed leave of absence, on Medical certificate, for one month, from the 21st ultimo to the 21st instant, under Section VI. of the Absentee Rules.

*Bombay Castle, 6th May 1854.*

Mr. J. W. Stack joined his appointment as Deputy Collector in Scinde on the 29th ultimo.

*Bombay Castle, 8th May 1854.*

Lieutenant V. S. Kembal, Superintendent Revenue Survey and Assessment, Rutnagherry, has been allowed an extension for one month, under Section XII. of the Absentee Regulations, of the leave of absence granted to him on the 7th ultimo.

Meerjeebhoy Bapoojee Viccajee, Acting Assistant to the Commissioner of Customs, Salt, and Opium, has been allowed an extension, for ten days, of the leave of absence granted to him on the 7th ultimo.

*Bombay Castle, 10th May 1854.*

Mr. R. Spooner, Collector and Magistrate of Rutnagherry, assumed charge of his duties on the 3rd instant.

### TERRITORIAL DEPARTMENT,

#### FINANCE.

*Bombay Castle, 5th May 1854.*

Mr. G. J. Blanc, Military Accountant, has been allowed an extension for one month, under Section XII. of the Absentee Regulations, of the leave of absence granted to him on the 10th March last.

*By Order of the Right Honorable the Governor in Council,*  
H. E. GOLDSMID, *Acting Chief Secretary.*



**GENERAL DEPARTMENT.**

*Bombay Castle, 5th May 1854.*

Assistant Surgeon T. J. Young to be Civil Surgeon at Knaira.

*By Order of the Right Honorable the Governor in Council,  
C. E. FRASER TYTLER, Offg. Secretary to Government.*

*Bombay Castle, 6th May 1854.*

The Right Honorable the Governor in Council has appointed Mr. Venayek Wassoodew Oriental Translator to Government.

*By Order of the Right Honorable the Governor in Council,  
H. E. GOLDSMID, Acting Chief Secretary.*

*Bombay Castle, 9th May 1854.*

Mr. A. Spens is permitted to resign the Honorable Company's Civil Service from the 23rd instant.

*Bombay Castle, 10th May 1854.*

Mr. A. Bettington returned to his duty in the Bombay Civil Service on the 24th ultimo, with the permission of the Honorable the Court of Directors, and without prejudice to his rank.

The leave of absence for two years granted to Mr. A. Bettington, of the Civil Service, on the 13th of March 1852, is extended to the 23rd ultimo.

Assistant Surgeon G. F. Forbes, Civil Surgeon at Dharwar, is allowed leave of absence for one month from the 5th instant, his duties during his absence being performed by Surgeon Thompson, 5th Regt. N. I.

Apothecary Benjamin Adams is appointed to the Jamsetjee Jejeebhoy Hospital to fill a vacancy, and directed to join forthwith.

Assistant Surgeon Bowie, Civil Surgeon at Hyderabad, is allowed leave of absence for one month, from the 16th April to the 15th instant, to proceed to Kurrachee, on private affairs, his duties being performed during his absence by Dr. Bayne.

Surgeon C. Morehead, Principal of the Grant Medical College, and Surgeon to the Jamsetjee Jejeebhoy Hospital, has been allowed, in the Military Department, leave of absence to proceed to Europe for one year, on Medical certificate.

Assistant Surgeon Cameron to perform the duties of Civil Surgeon at Kurrachee, during the absence of Dr. Beatty.

Assistant Surgeon Coles, of the Jamsetjee Jejeebhoy Hospital, is allowed leave of absence from 12th instant to 12th proximo, to proceed to Mahableswhur and the Deccan, on private affairs.

*By Order of the Right Honorable the Governor in Council,  
C. E. FRASER TYTLER, Offg. Secretary to Government.*

**JUDICIAL DEPARTMENT.**

Under the provisions of Regulation VI. of 1834, the Judges of the Sudder Dewanee Adawlut have sanctioned the adjournment of all the Civil Courts in the Poona Zillah, with the exception of that of the Assistant Judge, from the 8th instant till the 5th proximo.

*By Order of the Right Hon'ble the Governor in Council*

**H. L. ANDERSON,**

Secretary to Government.

*Bombay Castle, 10th May 1854.*

**MEDICAL DEPARTMENT,**

**CIVIL.**

First Hospital Assistant C. F. Lewis, of the Jamsetjee Jejeebhoy Hospital, is appointed to the Jail Hospital, Hydrabad in Scinde, and directed to join forthwith.

*Bombay, Medical Board Office, 4th May 1854.*

First Hospital Assistant Shaik Chottoo, 19th Regt. N. I., is transferred to the Jamsetjee Jejeebhoy Hospital, vice Francis St. Francis, promoted.

First Grade Apprentice John C. de Mello, 7th Regt. N. I., is transferred to the Jail Hospital, Rajcote, to fill a vacancy.

Second Grade Apprentice Abdulla Khan, 9th Regt. N. I., is transferred to the Civil Hospital, Surat, to fill a vacancy.

*Bombay, Medical Board Office, 10th May 1854.*

By order of the Medical Board,

**F. MANISTY,** Assistant Surgeon,  
Secretary Medical Board.

**Notice**

Is hereby given, that the following list of HINDOOSTANEE PUBLICATIONS has been substituted for the list published in the Notification of the 15th December 1853, as containing the TESTS in HINDOOSTANEE at the EXAMINATION of all Candidates in the Vernacular languages :—

1. Agra Government Gazette.
2. Akhbar Gwalior.
3. Sadiek-ool-Akhbar, or "The true News," a Newspaper published at Delhi.
4. Oomdut-ool-Akhbar, or "The Best of News," a weekly Newspaper published in Bombay.

*By Order of the Right Hon'ble the Governor in Council,  
C. J. DAVIES,*

Acting Secretary to the Civil and Military  
Examination Committee.

*Bombay Castle, 22nd April 1854.*







**NOTIFICATION.**

The Right Honorable the Governor in Council is pleased to authorise WEDNESDAY, the 24th instant, being kept as a HOLIDAY by all the Public Offices under this Presidency, to celebrate the BIRTH-DAY of HER MAJESTY THE QUEEN.

*By Order of the Right Hon'ble the Governor in Council,*

H. E. GOLDSMID,  
Acting Chief Secretary.

*Bombay Castle, 6th May 1854.*

**Interpretation on Act IX. of 1838.**

On a case coming before the Court, it was declared that Act. IX. of 1838 gives power to the Assistant Session Judge, as well as to the Session Judge, to award a fine, or part of it, in compensation to the party injured.

*In re EKNATH WULUD MAHADEO.*

By the Sudder Foudjaree Adawlut,  
M. A. COXON,  
Acting Registrar.

*Bombay, Sudder Foudjaree Adawlut,  
19th April 1854.*

**Notice.**

Verbal offers will be received at this Office, at noon precisely on Monday next the 15th instant, for the SUPPLY of the following ARTICLES, and of such others as this Department may be required to supply during the intermediate period, viz:—

- 6 Pairs of Shoes, (Country,) as per muster.
- 1 Badla, old, to be repaired.
- 20 Cases of 3 Dozens require to have their Lids fastened down with twelve Screws each.
- 24 Desks require to be re-covered with Broad Cloth, and repaired.
- 1 Bheestie, with Puckal, for supplying 12 Puckals of good and clean Water to the European General Hospital every day.
- 8,000 Square Feet Timber, Plank, Deal.
- 3,000 Sheets Paper, Drawing, Royal.
- 1,600 Ditto ditto ditto, Cartridge.
- 108 Pens, Mapping, with Handles, by Gillott.
- 10,000 Yards Cloth, Dugaree, Chottaree, unbleached.
- 5 Scales, with Copper Pans of English manufacture, for weighing Rupees 2,000 at one weighing.
- 2 Good Double-barrelled Fowling Pieces, with Stocks ornamented with Silver.

An immediate deposit of ten per cent. on the amount of his offer (and where the amount of the offer falls short of 2½ Rupees, of 4 Annas) must be made by the lowest bidder for the supply of any article.

When an offer is accepted for making supplies within a specified period, and the tenderer fails to fulfil his agreement, the cash deposit made at the time of sale will be forfeited to Government; but when circumstances render it necessary to receive the articles from him after the stipulated period, a deduction of five per cent. will be made from the amount of the bill for the same.

Bills for articles supplied must be preferred within one month from the date of the delivery of the articles, in default of which dealers will be liable to forfeit the full value of the supplies for

which bills have not been so preferred, unless it clearly appear that the delay was unavoidable.

The supply to be subject to examination, and rejection if not approved of, both by this and the indenting Departments.

Musters may be seen, and all particulars learnt, on application at this Office, from 10 A. M. till 5 P. M. daily, Sunday excepted.

No reason will be assigned for the rejection of any offer.

J. B. RAMSAY, Captain,  
Acting Deputy Commissary General.

*Bombay, Depy. Commy. Genl.'s Office,  
10th May 1854.*

**Notice**

Is hereby given, that the Commander in Chief of the Indian Navy will be prepared to receive Tenders for COALS fit for STEAM PURPOSES, for the service of Government.

2. The Coal is to be all of the best quality, and certificates of the quality and description of the Coals are to be forwarded with the Tender.

3. The rate tendered must include all charges till the Coals are delivered into the Government Stores, properly screened there, if required, at the expense of the tenderer, through a screen 1½-inch mesh.

4. The Coal shall be subjected to the inspection of a Committee of Government Officers, and be at the risk of the tenderer until their actual delivery into the Government Stores.

5. The Form of Tender below given must be adopted without alteration, and Government reserves to itself the right to reject, without assigning reason, any Tender, although it may appear to be the lowest.

*Form of Tender.*

To the Commander in Chief of the Indian Navy,  
SIR,

With reference to the Government Notification dated the 30th June 1852, we hereby tender for the service of Government, Coals of the undermentioned descriptions, and at the price hereunto annexed:—

Description of Coals.	Per what Ship.	No. of Tons.	Price per Ton of 20 cwt. including all Charges.	Amount in Words.
			<i>Rs. a. p.</i>	

We agree to each and all of the conditions contained in the Government Notification above referred to.

Bombay (date).

We are, &c.

*By Order of the Commander in Chief Indian Navy,*

F. G. BONE, Secretary.

*Commodore's Office, Bombay,  
30th June 1852.*



**Advertisement.**

Passage to London is required for (1) one Unfit Seaman of the Indian Navy.

By Order of the Commander in Chief Indian Navy,  
F. G. BONE, Secretary.

Commodore's Office, Bombay,  
10th May 1854.

**Advertisement.**

Tenders are hereby invited for the CONVEYANCE of (7) seven European Convicts either to Calcutta, Madras, or direct to Van Dieman's Land, and of

(52) fifty-two Native Convicts, and

(5) five time-expired Native Convicts to Malacca.

By Order of the Commander in Chief Indian Navy,  
F. G. BONE, Secretary.

Commodore's Office, Bombay,  
10th May 1853.

**MILITARY**

**ARRIVALS AND DEPARTURES.**

1854

**ARRIVALS.**

- 3rd May.—Captain Mein, Madras Artillery, on duty to Jaulnah, from Madras.  
 " " Captain C. S. Whitehill, 3rd European Regt., en route to join.  
 " " Captain R. J. Shaw, Staff, en route to join.  
 " " Lieutenant N. B. Tucker, 2nd Cavalry, on duty, from Rajcote.  
 " " Captain Eden, 1st Madras N. I., to rejoin, from the Cape of Good Hope.  
 4th " Assistant Surgeon T. B. Beatty, Civil Surgeon, on duty, from Kurrachee.  
 " " Lieutenant J. V. Ellis, H. M.'s 83rd Regt., on duty, from Kurrachee.  
 " " Ensign Keays, 14th Regt. N. I., to join, from Kurrachee.  
 5th " Doctor J. Hall, Deputy Inspector General H. M.'s Hospitals, on duty, from Mahableshwur.  
 " " Captain Campbell, 3rd European Regt., on sick certificate, from Poona.  
 " " Assistant Surgeon W. F. Clay, Civil Surgeon, on leave, from Rajcote.  
 6th " Ensign Donne, 3rd European Regt., on duty, from Poona.  
 " " Ensign F. L. Yonge, Adjutant Kolapore Infantry, on duty, from Nassick.  
 7th " Lieutenant G. Beresford, 10th Madras N. I., on duty, from Aden.  
 " " Lieutenant W. W. Goodfellow, Engineers, on leave, from Poona.  
 " " Cadet J. H. Lloyd, Infantry, to join, from England.  
 " " Lieutenant A. S. Warden, 14th Regt. N. I., to rejoin, from England.  
 " " Brevet Major R. W. D. Leith, Fusiliers, on duty, from Aden.  
 " " Cadet G. B. Leslie, Infantry, to join, from England.  
 " " Cadet H. W. Harris, Infantry, to join, from England.  
 8th " Lieutenant K. Neave, 24th Regt. N. I., on sick certificate, from Sattara.  
 9th " Brigadier W. J. Browne, 20th Regt. N. I., on leave.  
 10th " Ensign C. B. JaTouche, 17th Regt. N. I., on leave, from Baroda.  
 " " Lieutenant G. G. Murray, 3rd European Regt., on leave, from Poona.

**DEPARTURES.**

- 1854  
 4th May.—Captain W. Brown, 12th Regt. N. I., on leave, to Mathoran.  
 " " Lieutenant Hutchinson, Madras Staff, on duty, to Jaulnah.  
 " " Captain J. Pottinger, Artillery, to rejoin, to Ahmednuggur.  
 5th " Captain F. Wemyss, Engineers, on leave, to Mahableshwur.  
 6th " Surgeon A. Gibson, Conservator of Forests, on duty, to the Concan.  
 " " Ensign A. G. F. Hogg, 5th Regt. N. I., to join, to Dharwar.  
 " " Captain J. MacK. Taylor, 2nd Cavalry, on duty, to Poona.  
 " " Assistant Surgeon T. B. Beatty, Civil Surgeon, on duty, to Kurrachee.  
 7th " Ensign E. C. W. Cotgrave, 3rd European Regt., on duty, to Poona.  
 8th " Ensign A. Durand, 10th Regt. N. I., on duty, to Poona.  
 " " Ensign J. M. Boyd, 21st Regt. N. I., on duty, to Poona.  
 " " Captain F. J. Groube, 13th Regt. N. I., on duty, to Kurrachee.  
 " " Assistant Surgeon Mackenzie, Indian Navy, on duty, to the Persian Gulf.  
 " " Ensign W. A. Gillespie, 2nd European L. I., on duty, to Kurrachee.  
 " " Ensign J. F. Forbes, 25th Regt. N. I., on duty, to Ahmedabad.  
 " " Ensign G. L. Warden, 17th Regt. N. I., on duty, to Baroda.  
 " " Brevet Major H. S. Watkins, 15th Regt. N. I., to rejoin, to Blooj.  
 10th " Captain J. D. Mein, Madras Horse Artillery, to join, to Jaulnah.  
 " " Captain Bourdillon, 25th Regt. N. I., to join, to Ahmedabad.  
 " " Lieutenant W. G. Mainwaring, 1st Fusiliers, on sick certificate, to England.  
 " " Lieutenant R. Cowpar, 1st Fusiliers, on sick certificate, to England.  
 " " Doctor J. Hall, Inspector General H. M.'s Hospitals, on duty, to Constantinople.  
 " " Captain C. S. Whitehill, 3rd European Regt., on duty, to Poona.  
 " " Lieutenant J. Gordon, 1st Grenadier Regt. N. I., to join, to Baroda.  
 Bombay, Town Major's Office,  
 10th May 1854.

**SHIPPING INTELLIGENCE.**

1854

**ARRIVALS.**

- 3rd May.—P. & O. Co.'s Steamer Gauges, R. B. Baker, from Hong-Kong 12th April.  
 Passengers—Mr. Alexander; Lieutenant E. Thompson; Captain and Mrs. Mein, 4 Children, and 2 Native Servants; Lieutenant Walker, and Native Servant; 46 European Soldiers; 5 Women, and 3 Children; Captain Eden; Lieutenant and Mrs. Cousins; Mr. Thomas; and 8 Natives.  
 4th " Steamer Bombay, G. M. Beys, from Kurrachee 1st instant.  
 Passengers—Mrs. Foreman; Mrs. Beys; Captain and Mrs. Whittle, and Child; A. Young, Esq.; Dr. Beatty; Mr. Mainwaring; Lieutenant Keays, 14th Regt. N. I.; Lieutenant Ellis, H. M.'s 83rd Regt. in charge of Details; 1 Engineer; 44 Men of the 83rd and 2nd European Regiments; and 9 Natives.  
 5th " Steamer Phlox, F. M. Ellis, from Surat 4th instant.  
 Passengers—Dr. and Mrs. W. F. Clay; W. A. Ritchie, Esq.; and 75 Natives.



7th May.—Steamer G. R. Clerk, from Surat 5th instant.  
*Passengers*—Mr. Robertson, Artist; and 130 Natives.  
 " " H. C. Stearns—vessel Victoria, G. N. Adams, from Suez 20th April.  
*Passengers*—Sir W. Yardley; Mr. Richardson; Miss Duncan; Mr. Corrie; Mr. Cozens; Mr. Ormston; Mr. Warden; Mr. Leighton; Mr. Leslie; Mr. Harris; Mr. Lloyd; Revd. Mr. Glasgow; 4 Roman Catholic Priests; and 1 Parsee. *Government Passengers*: Major Leith; and Ensign Beresford.  
 9th " Steamer Mountstuart Elphinstone, C. W. McDonald, from Surat 8th instant.  
*Passengers*—Brigadier W. S. Brown; J. LaTouche, Esq.; and 84 Natives.  
 " " Steamer Sir J. R. Carnac, A. L. Taylor, from Surat 8th instant.  
*Passengers*—Revd. J. Taylor; and 55 Natives.

1854 DEPARTURES.

1st May.—Ship Sagof, W. C. Lugin, to Calcutta.  
 Steamer G. R. Clerk, J. Clarke, to Surat.  
*Passengers*—Captain Leeson; and 50 Natives.  
 3rd " Ship Coconada, J. H. Greave, to Mauritius.  
*Passengers*—4 Natives.  
 " " Barquo John Adam, M. F. Moore, to China.  
*Passengers*—3 Natives.  
 " " Steamer Sir J. R. Carnac, A. L. Taylor, to Surat.  
*Passengers*—301 Natives.  
 4th " Ship Earl of Claro, J. H. Wilson, to China.  
*Passengers*—10 Natives.  
 " " Steamer Dwarka, J. Woolley, to Aden and Judda.  
*Passengers*—100 Pilgrims.  
 5th " Brig Molden Bux, Nacoda, to Colombo.  
*Passengers*—Mr. Hudson, and 6 Natives.  
 " " Steamer Mountstuart Elphinstone, C.W. McDonald, to Surat.  
*Passengers*—301 Natives.  
 6th " P. & O. Co.'s Steamer Norna, R. Curling, to Singapore.  
 " " Ship Queen Margaret, James Spence, to China.  
*Passenger*—Mr. Crompton.  
 " " Ship Culloden, K. McLean, to Liverpool.  
 " " Ship Nottingham, H. Robinson, to Liverpool.  
 7th " Steamer Victoria, C. Menesse, to Surat.  
*Passengers*—302 Natives.  
 8th " Ship Eliza Pirie, A. Pearson, to Liverpool.  
 Steamer Bombay, G. M. Beyts, to Kurrachee.  
*Passengers*—The Revd. Mr. Sheldon; Ensign Gillespie; Mr. and Mrs. FitzGerald; Dr. Beatty; Mr. F. J. Scott; and 25 Deck. *Government Troops*: 1 European Officer in Charge; 3 Warrant Officers; 2 Wives of Warrant Officers; 26 European Rank and File; 1 Woman, and 3 Children; 77 Native Rank and File; 14 Women, and 5 Children; 1 Public Follower; 7 Private Followers; and 1 Hospital Assistant.  
 " " H. C. Steamer Feroze, H. A. Drought, Esq., Commander, to the Persian Gulf.  
 9th " Ship Charles Grant, John Allcock, to China.

A. K. CORFIELD,  
 Senior Magistrate of Police.

Bombay, Police Office, 10th May 1854.

**ORIENTAL BANK CORPORATION.**

(Incorporated by Royal Charter.)

INTEREST ALLOWED AT THE BOMBAY AGENCY.

On Deposits repayable on demand ..... 2 per cent. per ann.  
 On do. do. at 3 months' notice ..... 3 " "  
 On do. do. at 6 do. do. .... 4 " "  
 N. B.—No Interest is allowed on Deposits under Rs. 1,000, nor on Deposits over Rs. 50,000, unless by special arrangement.

INTEREST CHARGED.

On Government Bills ..... }  
 On other Bills ..... } Not exceeding 6 per cent. per ann.  
 On ditto if secured by Govt. } 10 " "  
 Paper ..... } 0 " "

*Rebate on uncovered Bills is allowed at Government Bill rate only.*

RATES OF EXCHANGE.

On London at 6 months' sight ..... 2s. 0½d. per Rupee.  
 " " 3 " " ..... 2s. 0¼d. "  
 " " 2 " " ..... 2s. 0d. "  
 " " 1 " " ..... 1s. 11¼d. "  
 " " 1 day's " ..... }  
 On Scotland 1 " " ..... } 1s. 11¼d. "  
 On Ireland 1 " " ..... }  
 Circular Notes payable throughout Europe ..... } 1s. 11¼d. "

N.B.—The Corporation does not draw at six months' sight for sums under £50; nor for sums under £20, except at one day's sight. No Drafts are issued for less than £5; but small sums are remitted by advice.

For the convenience of parties not resident in Bombay, the Corporation undertakes to remit to Europe, by its own Drafts, at the Current Exchange, and without any charge for Commission, on receiving the Equivalent.

Parties are requested to make all Orders or Hoondies payable to "The Oriental Bank Corporation, or Order"; and to state as distinctly as possible the name and address of the party to whom the remittance is to be made, and the sight at which the Bills are to be drawn.

COMMISSION.

The rate of COMMISSION charged by this Agency on the purchase or sale of Government and other Securities, negotiable in Bombay, is one-half per cent. on the amount invested or realized; and on the collection of Bills one per cent., and Postage.

Bombay, 10th May 1854.

**ORIENTAL BANK CORPORATION.**

WITH reference to the Oriental Bank's Advertisement dated 10th Feb. 1851, the undermentioned Notes of the Bank of Bombay (payment of which has been stopped) are still unrecovered.

It is requested that any person to whom any of these may be tendered, will give information thereof at the Police Office, Fort.

	Rs. 1000.	Rs. 500.	Rs. 50.
2148	4512	347	6815
2363	4563	3623	7154
2425	4587	3767	7910
2492	4635	4016	8065
2657	4686	4035	8115
4032	4720		8472
4188	4786		8710
4209	4834		8751
4215	4854		8828
4331	5108		8840
4346	5139		9224
4350	5170		9231
4354	6001		9256
4398	6114		9268
4461	6318		9273
4464	6441		9618
4466	6715		9693
4499	6927		10083
4508			11022
			11461
			11486
			11631

Bombay, 1st January 1853.



**NOTICE.**—Mr. JAMES KINLOCH MALCOLMSON is this day admitted into our Firm.

FORBES & Co.

Bombay, 24th April 1854.

**INDIA AND LONDON LIFE ASSURANCE COMPANY.**

14, Waterloo Place, and  
79, King William Street, London.

Capital, £250,000, in 5,000 Shares, of £50 each.

**DIRECTORS.**

*Chairman.*—The Chisholm, Freshwater Castle, Inverness-shire, and Chapel Street, Grosvenor Place, London.

*Deputy Chairman.*—Richard Hartley Kennedy, Esq. (late Physician General, Bombay,) Resington Lodge, Notting Hill.

Colonel Bagnold.	John Inglis Jerdein, Esq.
Henry Stroud Barber, Esq.	Frederick Jones, Esq.
Francis Brodigan, Esq.	James John Kinloch, Esq.
J. William Deacon, Esq.	Henry Lawson, Esq.
H. George Gordon, Esq.	R. F. Power, Esq., M. D.
H. Allan Harrison, Esq.	

*Manager.*—A. R. IRVINE, Esq., 13, Waterloo Place.

AGENTS at CALCUTTA.—Messrs. ALLAN, DEFFELL & Co.

at MADRAS.—Messrs. AMALRIC & Co.

AT BOMBAY.

AGENTS.—Messrs. GREY & Co.  
MEDICAL REFEREE.—H. J. CARTER, Esq. H. C. S.  
SOLICITOR.—J. JEFFERSON, Esq.

This Company assures the Lives of healthy persons, in any part of the world, at as low rates of premium as can be taken consistently with perfect security.

NATIVE LIVES Assured for any amount from Rs. 500 and upwards.

ANNUITIES granted—both *deferred* and *reversionary*.

Extract from the Tables of Annual Premiums required for an Assurance of 1000 Rupees or £100.

Ago.	CIVILIANS.			MILITARY AND NAVAL.		
	One year.	Seven years.	Whole life.	One year.	Seven years.	Whole life.
	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.
18	20	21	29	30	31	38
25	23	24	33	33	35	42
30	25	27	37	36	37	45
35	28	30	42	39	41	50
40	32	34	47	42	44	55
45	36	39	54	46	49	62

Parties returning to reside in Europe, will be admitted to *Europe* Rates of Premium.

Prospectuses, and every requisite information obtained, on application to the Agents of the Company.

GREY & Co., Agents, Bombay.