



# Bombay Government Gazette.

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## 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. It is not intended that public intelligence, or private advertisements, and notifications should be inserted in the government gazette.*

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.

## Legislative Department,

FORT WILLIAM,

THE 29TH JUNE 1840.

The following Act passed by the Right Hon'ble the Governor General of India in Council on the 29th of June 1840, is hereby promulgated for general information.

ACT No. XIII OF 1840.

An Act for the amendment of the Law regarding Factors, by extending to the territories of the East India Company, in cases governed by English law the provisions of the Statute 4, Geo. IV. Ch. 83 as altered and amended by the Statute 6, Geo. IV. Ch. 94.

It is hereby enacted, that the Statute of the 4, Geo. IV. Cap. 83 as altered and amended by the Statute of 6, Geo. IV. Ch. 94, shall be extended to the territories of the East India Company; provided always, that this Act shall not be construed to affect any case which would not have been governed by the Law of England before the passing of the aforesaid Statutes if this Act had not passed; or to extend or alter the jurisdiction of any of Her Majesty's Courts of Justice.

The Statutes hereby extended to the Territories of the East India Company are as follows.

4 GEO. IV. CAP. 83.

*An Act for the better Protection of the Property of Merchants and others, who may hereafter enter into Contracts or Agreements in relation to Goods, Wares, or Merchandizes, intrusted to Factors or Agents. (18th July, 1823.)*

*"Whereas it has been found that the Law, as it now stands, relating to Goods shipped in the names of persons who are not the actual Proprietors thereof and to the deposit or pledge of Goods affords great facility to fraud, produces frequent litigation, and proves, in its effects, highly injurious to the interests of Commerce in general; He it therefore enacted by the King's Most Excellent Majesty, by and with the advice and*

*consent of the Lords Spiritual and Temporal and Commons, in this present Parliament assembled, and by the authority of the same, that from and after the passing of this Act, any person or persons intrusted, for the purpose of sale, with any Goods, Wares or Merchandize, and by whom such Goods, Wares, or Merchandize shall be shipped, in his, her or their own name or names, or in whose name or names any Goods, Wares, or Merchandize shall be shipped by other person or persons, shall be deemed and taken to be the true Owner or Owners thereof, so far as to entitle the Consignee or Consignees of such Goods, Wares, and Merchandize to a lien thereon, in respect of any money or negotiable security or securities advanced, or given by such Consignee or Consignees to or for the use of the person or persons in whose name or names such Goods, Wares, or Merchandize shall be shipped, or in respect of any money or negotiable security or securities received by him, her, or them, to the use of such Consignee or Consignees, in the like manner to all intents and purposes as if such person or persons was or were the true Owner or Owners of such Goods, Wares, and Merchandize; provided such Consignee or Consignees shall not have notice, by the Bill of Lading for the delivery of such Goods, Wares, or Merchandize or otherwise, at or before the time of any advance of such money or negotiable security, or of such receipt of money or negotiable security in respect of which such lien is claimed, that such person or persons so shipping in his, her, or their own name or names, or in whose name or names any Goods, Wares or Merchandize shall be shipped by any person or persons, is or are not the actual and bona fide Owner or Owners, Proprietor or Proprietors of such Goods, Wares and Merchandize so shipped as aforesaid,*

*Persons, in whose names Goods shall be shipped, shall be deemed the Owners, so as to entitle consignees to a lien thereon as herein mentioned.*

*Persons intrusted, for the purpose of sale, with any Goods, Wares or Merchandize, and by whom such Goods, Wares, or Merchandize shall be shipped, in his, her or their own name or names, or in whose name or names any Goods, Wares, or Merchandize shall be shipped by other person or persons, shall be deemed and taken to be the true Owner or Owners thereof, so far as to entitle the Consignee or Consignees of such Goods, Wares, and Merchandize to a lien thereon, in respect of any money or negotiable security or securities advanced, or given by such Consignee or Consignees to or for the use of the person or persons in whose name or names such Goods, Wares, or Merchandize shall be shipped, or in respect of any money or negotiable security or securities received by him, her, or them, to the use of such Consignee or Consignees, in the like manner to all intents and purposes as if such person or persons was or were the true Owner or Owners of such Goods, Wares, and Merchandize; provided such Consignee or Consignees shall not have notice, by the Bill of Lading for the delivery of such Goods, Wares, or Merchandize or otherwise, at or before the time of any advance of such money or negotiable security, or of such receipt of money or negotiable security in respect of which such lien is claimed, that such person or persons so shipping in his, her, or their own name or names, or in whose name or names any Goods, Wares or Merchandize shall be shipped by any person or persons, is or are not the actual and bona fide Owner or Owners, Proprietor or Proprietors of such Goods, Wares and Merchandize so shipped as aforesaid,*

any law, usage, or custom to the contrary thereof in any wise notwithstanding: Provided also, that the person or persons in whose name or names any such Goods, Wares, or Merchandize are so shipped as aforesaid, shall be taken for the purposes of this Act to have been intrusted therewith, unless the contrary thereof shall appear or be shown in evidence by any person disputing such fact.

*Any person may take Goods or Bill of Lading in deposit from Consignee, but shall not acquire any further right than Consignee possessed.*

II. And be it further enacted, that it shall be lawful to and for any person or persons, body or bodies, politic or corporate, to accept and take any Goods, Wares, or Merchandize, or the Bill or Bills of Lading for the

delivery thereof, in deposit or pledge from any Consignee or Consignees thereof; but then and in that case such person or persons, body or bodies, politic or corporate, shall acquire no further or other right, title or interest, in or upon, or to the said Goods, Wares, or Merchandize, or any Bill of Lading for the delivery thereof than was possessed, or could or might have been enforced by the said Consignee or Consignees at the time of such deposit or pledge as a security as aforesaid: but such person or persons, body or bodies, politic or corporate, shall and may acquire, possess, and enforce such right, title, or interest as was possessed and might have been enforced, by such Consignee or Consignees at the time of such deposit or pledge as aforesaid, any rule of law, usage or custom to the contrary notwithstanding.

*Right of Owner to follow his Goods while in the hands of his Agent or of his Assignees in case of Bankruptcy, or to recover them from Assignees, &c. upon paying his advances secured upon them, &c.*

III. Provided always, that nothing herein contained shall be deemed, construed, or taken to deprive or prevent the true Owner or Owners, Proprietor or Proprietors of such Goods, Wares, or Merchandize, from demanding and recovering the same from his, her, or their Factor or Factors,

Agent or Agents, before the same shall have been so deposited or pledged, or from the Assignee or Assignees of such Factor or Factors, Agent or Agents, in the event of his, her, or their Bankruptcy; nor to prevent any such Owner or Owners, Proprietor or Proprietors, from demanding or recovering of, and from any person or persons, or of or from the Assignees of any person or persons in case of his or her Bankruptcy, or of or from any body or bodies, politic or corporate such Goods, Wares, or Merchandize so consigned, deposited, or pledged, upon repayment of the money or on restoration of the negotiable security or securities, or on payment of a sum of money equal to the amount of such security or securities, for which money or negotiable security or securities such person or persons, his, her or their Assignee or Assignees or such body or bodies, politic or corporate, may be entitled to any lien upon such Goods, Wares, or Merchandize, nor to prevent the said Owner or Owners, Proprietor or Proprietors from recovering of, and from such person or persons, body or bodies, politic or corporate, any balance or sum of money remaining in his, her, or their hands as the produce of the sale of such Goods, Wares, or Merchandize after deducting thereout the amount of the money or negotiable security or securities, so advanced or given upon the security thereof as aforesaid. Provided al-

ways, that in case of the Bankruptcy of such Factor or Agent, the Owner of the Goods so pledged and redeemed as aforesaid, shall be held to have discharged pro tanto the debt due by him to the Bankrupt's estate.

*Proviso as to Bankruptcy of Factor.*

6TH GEO. IV, CAP. 94.

*An Act to alter and amend an Act for the better protection of the Property of Merchants and others, who may hereafter enter into Contracts or Agreements in relation to Goods, Wares, or Merchandizes intrusted to Factors or Agents.*

Whereas an Act passed in the fourth year of the reign of His present Majesty, intitled an Act for

4 G. 4. c. 83.

the better protection of the Property of Merchants and

others, who may hereafter enter into contracts or agreements in relation to Goods, Wares, or Merchandize intrusted to Factors or Agents: And whereas it is expedient to alter and amend the said Act, and to make further Provisions in relation to such contracts or agreements, as hereinafter provided: Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, that from and after the passing of this

*Factors or Agents having Goods or Merchandize in their possession, shall be deemed to be true Owners, so as to give validity to contracts with persons dealing bona fide upon the Faith of such Property.*

Act, any person or persons intrusted for the purpose of consignment or sale, with any Goods, Wares, or Merchandize, and who shall have shipped such Goods, Wares, or Merchandize in his, her, or their own name or names, and any person or persons in whose name or names any Goods,

Wares, or Merchandize shall be shipped by any other person or persons, shall be deemed and taken to be the true Owner or Owners thereof, so far as to entitle the Consignee or Consignees of such Goods, Wares, and Merchandize to a lien thereon, in respect of any money or negotiable security or securities advanced or given by such Consignee or Consignees to or for the use of the person or persons in whose name or names such Goods, Wares, or Merchandize shall be shipped, or in respect of any money or negotiable security or securities received by him, her, or them, to the use of such Consignee or Consignees, in the like manner to all intents and purposes as if such person or persons was, or were the true Owner or Owners of such Goods, Wares, and Merchandize, provided such Consignee or Consignees shall not have noticed by the Bill of Lading for the delivery of such Goods, Wares, or Merchandize, or otherwise, at or before the time of any advance of such money or negotiable security, or of such receipt of money or negotiable security in respect of which such lien is claimed, that such person or persons so shipping in his, her, or their own name or names, or in whose name or names any Goods, Wares, or Merchandize shall be shipped by any person or persons, is or are not the actual and bona fide Owner or Owners, Proprietor or Proprietors of such Goods, Wares, and Merchandize so shipped as aforesaid, any law, usage, or custom to the contrary thereof in any wise notwithstanding: provided also, that the person or persons in whose name or names any such Goods, Wares, or Merchandize are so shipped as aforesaid, shall be taken, for the purpose of this Act, to

have been intrusted therewith for the purpose of consignment or of sale, unless the contrary thereof shall be made to appear by bill of discovery or otherwise, or be made to appear, or be shown in evidence by any person disputing such fact.

II. And be it further enacted, that from and after the First day of October one thousand eight hundred and twenty-six, any person or persons intrusted with and in possession of any Bill of Lading, India Warrant, Dock Warrant, Warehouse Keeper's Certificate, Wharfinger's Certificate, Warrant or Order for delivery of Goods, shall be deemed and taken to be the true Owner or Owners of the Goods, Wares, and Merchandize described and mentioned in the said several documents hereinbefore stated respectively, or either of them, so far as to give validity to any contract or agreement thereafter to be made or entered into by such person or persons so intrusted and in possession as aforesaid, with any person or persons, body or bodies, politic or corporate, for the sale or disposition of the said Goods, Wares, and Merchandize, or any part thereof, or for the deposit or pledge thereof, or any part thereof, as a security for any money or negotiable instrument or instruments advanced or given by such person or persons, body or bodies, politic or corporate, upon the faith of such several documents or either of them; provided such person or persons, body or bodies, politic or corporate, shall not have noticed by such documents or either of them, or otherwise, that such person or persons so intrusted as aforesaid is or are not the actual and *bona fide* Owner or Owners, Proprietor or Proprietors of such Goods, Wares or Merchandize so sold or deposited or pledged as aforesaid; any law, usage, or custom to the contrary thereof in any wise notwithstanding.

III. Provided always, and be it further enacted, that in case any person or persons, body or bodies, politic or corporate, shall, after the passing of this Act, accept and take any such Goods, Wares, or Merchandize in deposit or pledge from any

such person or persons so in possession and intrusted as aforesaid, without notice as aforesaid, as a security for any debt or demand due and owing from such person or persons so intrusted and in possession as aforesaid, to such person or persons, body or bodies, politic or corporate, before the time of such deposit or pledge, then and in that case such person or persons body or bodies, politic or corporate, so accepting or taking such Goods, Wares, or Merchandize in deposit or pledge shall acquire no further or other right, title, or interest in or upon or to the said Goods, Wares or Merchandize, or any such document as aforesaid than was possessed, or could or might have been enforced by the said person or persons so possessed and intrusted as aforesaid, at the time of such deposit or pledge as a security as last aforesaid; but such person or persons, body or bodies, politic or corporate, so accepting or taking such Goods, Wares or Merchandize in deposit or pledge, shall and may acquire, possess, and enforce such right, title, or interest as was possessed and might have been enforced by such person or persons so possessed and intrusted as aforesaid; any rule of law,

usage, or custom to the contrary notwithstanding.

IV. And be it further enacted, that from and after the first day of October one thousand eight hundred and twenty-six, it shall be lawful to and for any person or persons, body or bodies, politic or corporate, to contract with

any Agent or Agents, intrusted with any Goods, Wares, or Merchandize, or to whom the same may be consigned, for the purchase of any such Goods, Wares and Merchandize, and to receive the same of and pay for the same to such Agent or Agents; and such contract and payment shall be binding upon and good against the Owner of such Goods, Wares, and Merchandize notwithstanding such person or persons, body or bodies politic or corporate, shall have notice that the person or persons making and entering into such contract, or on whose behalf such contract is made or entered into, is an Agent or Agents, provided such contract and payment be made in the usual and ordinary course of business, and that such person or persons, body or bodies, politic or corporate, shall not, when such contract is entered into, or payment made, have notice that such Agent or Agents is or are not authorized to sell the said Goods, Wares, and Merchandize, or to receive the said purchase money.

V. And be it further enacted, that from and after the passing of this Act, it shall be lawful to and for any person or persons, body or bodies, politic or corporate, to accept and take any such Goods, Wares or Merchandize, or any such document as aforesaid, in deposit or pledge from any such Factor or Factors, Agent or Agents, notwithstanding such person or persons, body or bodies, politic or corporate, shall have such notice as aforesaid, that the person or persons making such deposit or pledge is or are a Factor or Factors, Agent or Agents; but then and in that case such person or persons, body or bodies, politic or corporate, shall acquire no further or other right, title, or interest in or upon or to the said Goods, Wares, or Merchandize, or any such document as aforesaid for the delivery thereof, than was possessed or could or might have been enforced by the said Factor or Factors, Agent or Agents, at the time of such deposit or pledge as a security as last aforesaid; but such person or persons, body or bodies, politic or corporate, shall and may acquire, possess, and enforce such right, title, or interest as was possessed and might have been enforced by such Factor or Factors, Agent or Agents at the time of such deposit or pledge as aforesaid; any rule of law, usage or custom to the contrary notwithstanding.

VI. Provided always, and be it enacted, that nothing herein contained shall be deemed, construed, or taken to deprive or prevent the true Owner or Owners, or Proprietor or Proprietors, of such Goods, Wares, or Merchandize, from demanding and recovering the same from his, her, or their Factor or Factors, Agent or Agents

*Right of the true Owner to follow his Goods while in the hands of his Agent or of his Assignee in case of Bankruptcy, or to recover them from a third person, upon paying his advances secured upon them.*

and be it enacted, that nothing herein contained shall be deemed, construed, or taken to deprive or prevent the true Owner or Owners, or Proprietor or Proprietors, of such Goods, Wares, or Merchandize, from demanding and recovering the same from his, her, or their Factor or Factors, Agent or Agents

before the same shall have been so sold, deposited, or pledged, or from the Assignee or Assignees of such Factor or Factors, Agent or Agents, in the event of his, her, or their bankruptcy; nor to prevent such Owner or Owners, Proprietor or Proprietors, from demanding or recovering of and from any person or persons, body or bodies, politic or corporate, the price or sum agreed to be paid for the purchase of such Goods, Wares, or Merchandize, subject to any right of set-off on the part of such person or persons, body or bodies, politic or corporate, against such Factor or Factors, Agent or Agents; nor to prevent such Owner or Owners, Proprietor or Proprietors, from demanding or recovering of and from such person or persons, body or bodies, politic or corporate, such Goods, Wares, or Merchandize so deposited or pledged, upon repayment of the money, or on restoration of the negotiable instrument or instruments so advanced or given on the security of such Goods, Wares, or Merchandize as aforesaid, by such person or persons, body or bodies, politic or corporate, to such Factor or Factors, Agent or Agents; and upon payment of such further sum of money, or on restoration of such other negotiable instrument or instruments (if any) as may have been advanced or given by such Factor or Factors, Agent or Agents, to such Owner or Owners, Proprietor or Proprietors, or on payment of a sum of money equal to the amount of such instrument or instruments; nor to prevent the said Owner or Owners, Proprietor or Proprietors, from recovering of and from such person or persons, body or bodies, politic or corporate, any balance or sum of money remaining in his, her, or their hands, as the produce of the sale of such Goods, Wares, or Merchandize, after deducting thereout the amount of the money or negotiable instrument or instruments, so advanced or given upon the security thereof as aforesaid:

Provided always, that in case

*In case of bankruptcy of Factor, the Owner of Goods so pledged and redeemed shall be held to have discharged pro-anto the debt due from him to Bankrupt.*

of the bankruptcy of any such Factor or Agent, the Owner or Owners, Proprietor or Proprietors of the Goods, Wares, and Merchandize so pledged and redeemed as aforesaid, shall be held to have discharged pro-anto the debt due by him, her, or them to the Estate of such Bankrupt.

*Agents Fraudulently pledging the Goods of their principals deemed guilty of a misdemeanor.*

is expedient to prevent the improper deposit or pledge of Goods, Wares, or Merchandize, or the documents relating to such Goods, Wares or Merchandize, intrusted or consigned as aforesaid to Factors or Agents; be it therefore enacted, that if any such Factors or Agents, at any time from and after the said First Day of October, one thousand eight hundred and twenty-six, shall deposit or pledge any Goods, Wares or Merchandize, intrusted or consigned as aforesaid to his or her care or management, or any of the said several documents so possessed or intrusted as aforesaid, with any person or persons, body or bodies, politic or corporate, as a security for any money or negotiable instrument or instruments borrowed or received by such Factor or Agent, and shall apply or dispose thereof to his or her own use, in violation of good faith, and with intent to defraud the Owner or Owners of any such Goods, Wares, or Merchandize, every person so offending, in any part of the United

Kingdom, shall be deemed and taken to be guilty of a misdemeanor, and being convicted thereof according to law, shall be sentenced to transportation for any term not exceeding fourteen years, or to receive such other punishment as may by law be inflicted on persons guilty of a misdemeanor, and as the Court before whom such offender may be tried and convicted shall adjudge.

*May be transported not exceeding fourteen years, &c.*

and be it further enacted, that nothing herein contained shall extend or be construed to extend to subject any person or persons to prosecution, for having deposited or pledged any Goods, Wares, or Merchandizes intrusted or consigned to him, her, or them, provided the same shall not be made a security for, or subject to the payment of any greater sum or sums of money than at the time of such deposit or pledge was justly due, and owing to such person or persons from his, her, or their principal or principals: Provided nevertheless that the Acceptances of Bills of Exchange by such person or persons drawn by or on account of such principal or principals, shall not be considered as constituting any part of such debt so due, and owing from such principal or principals within the true intent and meaning of this Act, so as to excuse the consequence of such a deposit or pledge, unless such Bills shall be paid when the same shall respectively become due.

*Not to extend to cases in which the Agent has not made the Goods a security for any sum beyond the extent of his own lien.*

nevertheless that the Acceptances of Bills of Exchange by such person or persons drawn by or on account of such principal or principals, shall not be considered as constituting any part of such debt so due, and owing from such principal or principals within the true intent and meaning of this Act, so as to excuse the consequence of such a deposit or pledge, unless such Bills shall be paid when the same shall respectively become due.

*Acceptances of Bills by an Agent not to create a lien so as to excuse the pledge, unless the Bills are paid when due.*

IX. Provided also, and be it further enacted, that the penalty by this Act annexed to the commission of any offence intended to be guarded against by this Act, shall not extend or be construed to extend to any partner or partners or other person or persons of or belonging to any partnership, society, or firm, except only such partner or partners, person or persons, as shall be necessary or privy to the commission of such offence; any thing herein contained to the contrary in any wise notwithstanding.

*Act not to extend to Partners not being privy to the offence.*

X. Provided also, and be it further enacted, that nothing in this Act contained, nor any proceeding, conviction, or judgment to be had or taken thereupon shall hinder, prevent, lessen, or impeach any remedy at Law or in Equity, which any party or parties aggrieved by any offence against this Act might or would have had or have been entitled to against any such offender if this Act had not been made, nor any proceeding, conviction, or judgment had been had or taken thereupon, but nevertheless, the conviction of any offender against this Act shall not be received in evidence in any action at law or suit in Equity against such offender: And further, that no person shall be liable to be convicted by any evidence whatever as an offender against this Act, in respect of any act, matter, or thing done by him, if he shall at any time previously to his being indicted for such offence have disclosed any such matter or thing on oath under, or in consequence of any compulsory pro-

*Act not to lessen any remedy at Law or Equity which the party aggrieved may be entitled to adopt.*

ceeding, conviction, or judgment had been had or taken thereupon, but nevertheless, the conviction of any offender against this Act shall not be received in evidence in any action at law or suit in Equity against such offender: And further, that no person shall be liable to be convicted by any evidence whatever as an offender against this Act, in respect of any act, matter, or thing done by him, if he shall at any time previously to his being indicted for such offence have disclosed any such matter or thing on oath under, or in consequence of any compulsory pro-

cess of any Court of Law or Equity, in any action, suit, or proceeding, in or to which he shall have been a party, and which shall have been *bonâ file* instituted by the party aggrieved by the act, matter or thing, which shall have been committed by such offender aforesaid.

F. J. HALLIDAY,  
*Junr. Secn. to the Govt. of India.*

## Legislative Department.

FORT WILLIAM,

THE 29TH JUNE, 1840.

The following Act passed by the Right Honorable the Governor General of India in Council on the 29th of June 1840, is hereby promulgated for general information.

ACT NO. XIV. OF 1840.

An Act for rendering a written Memorandum necessary to the validity of certain promises and engagements by extending to the Territories of the East India Company, in cases governed by English Law the Provisions of the Statute 9, Geo. IV. Ch. XIV.

It is hereby enacted, that the Statute 9, Geo. IV. Ch. XIV. shall be extended to the Territories of the East India Company; provided always, that this Act shall not be construed to affect any case, which would not have been governed by the Law of England before the passing of the aforesaid Statute, if this Act had not passed, or to extend or alter the jurisdiction of any of Her Majesty's Courts of Justice.

The Statute hereby extended to the Territories of the East India Company is as follows, (the sum of £10 mentioned therein to be deemed 100 Rupees in the application of the Statute to the aforesaid Territories.)

9th GEO. IV. CAP. XIV.

An Act for rendering a written memorandum necessary to the validity of certain Promises and Engagements.

9th May, 1828.

Whereas by an Act, English Act 21, passed in England in the year of the twenty-first year of the reign of King James the First, it was, among other things, enacted, that all actions of account and upon the case, other than such accounts as concern the trade of merchandize between Merchant and Merchant, their Factors or Servants, all actions of debt grounded upon any lending or contract without speciality, and all actions of debt for arrearages of rent, should be commenced within three years after the end of the then present Session of Parliament or within six years next after the cause of such actions or suit, and not after. And whereas a similar Enactment is contained in an Act passed in Ireland in the tenth year of the reign King Charles the First and whereas various questions have arisen in actions founded on simple contract, as to the proof and effect of acknowledgments and promises offered in evidence for the purpose of taking cases out of the operation of the said Enactments; and it is expedient to prevent such questions and to make provision for giving effect to the said Enactments and to the intention thereof. Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same. That in actions of debt or upon the case, grounded upon any simple contract no acknowledgment shall be deemed sufficient unless it be in writing or by part payment.

And be it further enacted, that no indorsement or Memorandum of any payment written or made after the time appointed for this Act to take effect, upon any Promissory Note, Bill of Exchange, or other writing by, or on the behalf of the party to whom such payment shall be made, shall be deemed sufficient proof of such payment so as to take the case out of the operation of either of the said Statutes.

Irish Act 10. Car. I. Sess. 2, C. 6.

Ireland in the tenth year of the reign King Charles the First and whereas various questions have arisen in actions founded on simple contract, as to the proof and effect of acknowledgments and promises offered in evidence for the purpose of taking cases out of the operation of the said Enactments; and it is expedient to prevent such questions and to make provision for giving effect to the said Enactments and to the intention thereof. Be it therefore enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same. That in actions of debt or upon the case, grounded upon any simple contract no acknowledgment shall be deemed sufficient unless it be in writing or by part payment.

In actions of debt grounded upon any simple contract no acknowledgment shall be deemed sufficient unless it be in writing or by part payment.

ment or promise by words only shall be deemed sufficient evidence of a new or continuing contract, whereby to take any case out of the operation of the said Enactments, or either of them, or to deprive any party of the benefit thereof, unless such acknowledgment or promise shall be made or contained by or in some writing to be signed by the party chargeable thereby, and that where there shall be two or more Joint Contractors or Executors, or Administrators of any contractor no such Joint Contractor, Executor, or Administrator shall lose the benefit of the said Enactments, or either of them, so as to be chargeable in respect or by reason only by any written acknowledgment or promise made and signed by any other or others of them. Provided always, that nothing herein contained shall alter or take away or lessen the effect of any payment of any principal or interest made by any person whatsoever-Provided also, that in actions to be commenced against two or more such Joint Contractors, or Executors or Administrators, if it shall appear at the trial or otherwise, that the Plaintiff, though barred by either of the said recited Acts or this Act, as to one or more of such Joint Contractors, or Executors or Administrators, shall nevertheless be entitled to recover against any other or others of the Defendants, by virtue of a new acknowledgment or promise, or otherwise, judgment may be given and costs allowed for the Plaintiff as to such Defendant or Defendants against whom he shall recover, and for the other Defendant or Defendants against the Plaintiff.

And be it further enacted, that if any Defendant or Defendants in any action on any simple contract shall plead any matter in abatement, to the effect that any other person or persons ought to be jointly sued and issue be joined on such Plea, and it shall appear at the trial that the action could not, by reason of the said recited Acts, or this Act, or of either of them, be maintained against the other person or persons named in such plea, or any of them, the issue joined on such plea shall be found against the party pleading the same.

And be it further enacted, that no indorsement or Memorandum of any payment written or made after the time appointed for this Act to take effect, upon any Promissory Note, Bill of Exchange, or other writing by, or on the behalf of the party to whom such payment shall be made, shall be deemed sufficient proof of such payment so as to take the case out of the operation of either of the said Statutes.

And be it further enacted, that the said recited Acts and this Act shall be deemed and taken to apply to the case of any debt on simple contract alleged by way of set-off on the part of any Defendant, either by plea, notice, or otherwise.

And be it further enacted, that no action shall be maintained whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification after full age of any promise or

enacted, that no action shall be maintained whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification after full age of any promise or

enacted, that no action shall be maintained whereby to charge any person upon any promise made after full age to pay any debt contracted during infancy, or upon any ratification after full age of any promise or

simple contract made during infancy, unless such promise or ratification shall be made by some writing signed by the party to be charged therewith.

VI. And be it further enacted, that no action shall be brought whereby to charge any person upon or by reason of any representation or assurance made or given, concerning or relating to the character, conduct, credit, ability, trade or dealings of any other person, to the intent or purpose that such other person may obtain credit, money, or goods upon, unless such representation or assurance be made in writing, signed by the party to be charged therewith.

VII. And whereas by an Act passed in England in the twenty-ninth year of the reign of King Charles the Second, intituled An Act for the prevention of Frauds and Perjuries, it is, among other things enacted, that from and after the twenty-fourth day of June one thousand six hundred and seventy-seven, no contract for the sale of any goods, wares and merchandizes, for the price of ten pounds sterling or upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the bargain, or in part of payment; or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their Agents thereunto lawfully authorized. And whereas a similar Enactment is contained in an Act passed in Ireland in the seventh year of the reign of King William the Third. And whereas it has been held, that the said recited Enactments do not extend to certain executory contracts for the sale of goods, which nevertheless are within the mischief thereby intended to be remedied; and it is expedient to extend the said Enactments to such executory contracts; be it enacted,

29 Car. 2, C. 3. *Irish Act 7. W. 3. C. 12.*

that the said Enactments shall extend to all contracts for the sale of goods of the value of ten pounds sterling and upwards, notwithstanding the goods may be intended to be delivered at some future time, or may not at the time of such contract be actually made, procured or provided, or fit or ready for delivery, or some Act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

*Powers of recited Acts extended to contracts for Goods of 10£ or upwards although the delivery be not made.*

to be delivered at some future time, or may not at the time of such contract be actually made, procured or provided, or fit or ready for delivery, or some Act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

VIII. And be it further enacted, that no memorandum or other writing made necessary by Act shall be deemed to be an agreement within the meaning of any Statute relating to the duties of Stamps.

F. J. HALLIDAY,  
*Junr. Secy. to the Govt. of India.*

## Legislative Department.

FORT WILLIAM,

THE 29TH JUNE, 1840.

The following Act passed by the Right Honorable the Governor General of India in Council, on the 29th of June 1840, is hereby promulgated for general information.

ACT No. XV. of 1840.

An Act for extending Regulations XV of 1827 and XIII of 1830 of the Bombay Code, to the Agents of Foreign Sovereigns.

It is hereby enacted, that the provisions of Regulations XV of 1827 and XIII of 1830 of the Bombay Code, be made applicable to the Agents of Foreign Sovereigns having lands and possessions in the British Territory of the Bombay Presidency, and to guardians and such other individuals as the Governor in Council of Bombay may consider it expedient to invest with the powers contained in the aforesaid Regulations; provided that in all cases the authority conferred shall be revocable at the discretion of the Governor in Council of Bombay.

F. J. HALLIDAY,  
*Junr. Secy. to the Govt. of India.*

## Legislative Department.

FORT WILLIAM.

THE 6TH JULY 1840.

The following Draft of a proposed Act was read in Council for the first time on the 6th July 1840.

ACT No. — OF 1840.

*An Act for the better prevention of Local Nuisances.*

I. It is hereby enacted, that it shall be lawful for any Magistrate when the public benefit and comfort are in question, to cause obstructions and nuisances to be removed from thoroughfares and public places, and to suppress or cause to be removed to a different place, trades or occupations injurious to the health or comfort of the community, and to prevent such construction of buildings and such disposal of combustible substances as may appear to him likely to occasion conflagration, and to cause the removal of buildings in such state of weakness, as by the probability of their falling may appear to him to expose individuals to danger.

II. And it is hereby enacted, that in exercising the authority conferred by the above section the Magistrate shall commence by issuing an injunction, which if practicable shall be served personally on the parties concerned; but if such service shall be impracticable or very inconvenient, the injunction shall be notified by oral proclamation and a written notice thereof shall be set up at such place or places as may be best adapted for conveying information to the parties concerned. And in case such injunction be not obeyed, the Magistrate may compel observance thereof by force, and punish disobedience by fine not exceeding 200 Rupees or by imprisonment without labor for any period not exceeding one month, and if the Magistrate finds it necessary to incur expence in removing noxious or dangerous articles or buildings, it shall be lawful for him to sell the same or their materials by public auction in order to defray the charge, delivering any surplus that may remain to the owner.

III. And it is hereby provided, and declared, that it shall be lawful for any person affected by such injunction or written notice as is above described, if he shall object thereto to claim by written petition to be presented to the Magistrate within the period of one day from the receipt of such injunction or of three days from the publication of such notice, that a Jury or Panchayat may be appointed to try and decide the question, and the Magistrate shall, on receiving such petition pass order thereupon for the appointment of a Jury or Panchayat, which shall consist of not less than five persons, whereof the President and one-half of the other Members shall be no-

minated by the Magistrate from the residents in the vicinity, and the remaining Members shall be nominated by the party petitioning. And the Magistrate shall suspend the further execution of the injunction or order pending such enquiry, and be guided by the decision of the said Jury which shall be according to the opinion of the majority. Provided however, that if the petitioner shall by neglect or in any other way prevent the appointment of such Jury or Panchayet, or if, from any cause the Jury so appointed shall not decide and report within the time fixed in the order for their appointment, their functions shall cease from the date of the expiration of such period unless they be continued by special order of the Magistrate, and if from any of the above cause no decision be made by a Jury or Panchayet, the Magistrate's order shall take effect as if not opposed.

IV. And it is hereby provided, that all the proceedings of Magistrates under the authority of this Act shall be subject to the like appeal as other orders of Magistrates according to the Regulations of the respective Presidencies.

V. And it is hereby enacted, that this Act shall not be applicable within the local limits of Her Majesty's Courts of Justice.

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 6th day of October next.

F. J. HALLIDAY,  
Junr. Secy. to the Govt. of India.

### Notice.

Is hereby given, that verbal tenders will be received at this office, on Friday the 31st instant, at 12 o'clock noon, for the supply of Ships Chandlery and Naval Stores, for the term of two years from the 1st proximo, list of the articles required, and every other information relating thereto, may be obtained at this office daily, Sundays excepted, from 10 till 5 o'clock.

Persons desirous of obtaining the contract, will be required to bid a percentage below the rates exhibited in the list abovementioned, on the understanding, that the articles are to be of an unexceptionable quality, and to be delivered free of all charges to the department requiring them.

No person will be allowed to tender for the contract unless he previously deposits in this office the sum of Rupees (500) five hundred, which will be forfeited in the event of delay, evasion or refusal to execute the necessary deed of contract, and should his offer be accepted, he must be prepared to add thereto a further sum of Rupees (1,000) one thousand, which together with the above amount, will be held as security for the due performance of the engagement.

All further particulars will be communicated at the time of bidding, and no reason will be assigned for rejecting any offer.

D. DAVIDSON, Capt.  
Assist. Commy. Genl.

Bombay, Depy. Commy.  
Genl's Office, 20th July 1840.

### Overland Letters, &c.

1. Notice is hereby given for general information, that all Letters and Newspapers,

intended for transmission by the Overland Mails, except Soldiers' or Sailors' Letters, and except those specially marked via Falmouth, are forwarded via Marseilles.

2. Soldiers' and Sailors' Letters, certified by their Commanding Officers, are transmitted via Falmouth, whether so directed or not: as if sent through France, they would be subject to a heavy rate of Postage.

3. Letters and Newspapers, addressed to France, as well as those to other Foreign Countries, to which France serves as a channel of communication (provided the latter are specially addressed to be so sent,) are forwarded via Marseilles, but Letters for Foreign Countries, other than France, when not specially directed via France, are included in the Packets for England.—Letters &c. for places lying between Bombay and Marseilles, are made up separately, and directed to Cairo, Alexandria, Malta, and Marseilles.

### POSTAGE.

Letters for the United Kingdom, weighing less than a quarter of an Ounce, sent via Marseilles; are charged Single Postage, which by that route is ..... 2s. 8d.

By the Falmouth route Letters of half an Ounce in weight, are subject to Single Postage only, which by that route, has now been reduced to ..... 1s.

Newspapers if sent via Falmouth, are free of Postage, but if transmitted by the way of Marseilles, they are charged 2d. each. They should however be kept open at the ends, or they are liable to be charged the Letter rate of Postage.

E. E. ELLIOTT,  
Post Master General,

Bombay, Genl. Post Office, }  
8th June 1840.

### Notification.

It is hereby intimated for general information, that the Hon'ble the Governor in Council has resolved, that all Publications required to be inserted in the Government Gazette, instead of being sent separately as heretofore, from the different Public Offices at the Presidency and Subordinates, shall in future be inserted in one single Notification, embracing all the Items to be published during the week, in each Department, and which should be made as short as possible.

As the Native Contractors are sufficiently conversant with the English language, and have, independent of the Publication, recourse to the Department inviting Tenders, and have the means of obtaining all the information necessary for their guidance, previous to entering into any engagement, the Hon'ble the Governor in Council has also resolved to discontinue the publication in the Government Gazette of Translations into the Native languages, except in special cases in which the parties interested in the Notification are not likely to understand the English language, and which should be mentioned on the usual endorsement of the original paper sent in for publication.

It is also notified for general information, that all Offices in which Fees are levied, and to which Contingent Allowances are granted by Government, will in future be charged with the

simple contract made during infancy, unless such promise or ratification shall be made by some writing signed by the party to be charged therewith.

VI. And be it further enacted, that no action shall be brought whereby to charge any person upon

or by reason of any representation or assurance made or given, concerning or relating to the character, conduct, credit, ability, trade or dealings of any other person, to the intent or purpose that such other person may obtain credit, money, or goods upon, unless such representation or assurance be made in writing, signed by the party to be charged therewith.

VII. And whereas 29 Car. 2, C. 3. by an Act passed in England in the twenty-

ninth year of the reign of King Charles the Second, intituled An Act for the prevention of Frauds and Perjuries, it is, among other things enacted, that from and after the twenty-fourth day of June one thousand six hundred and seventy-seven, no contract for the sale of any goods, wares and merchandizes, for the price of ten pounds sterling or upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same, or give something in earnest to bind the bargain, or in part of payment; or that some note or memorandum in writing of the said bargain be made and signed by the parties to be charged by such contract, or their

Agents thereunto lawfully authorized. And whereas

a similar Enactment is contained in an Act passed in Ireland in the seventh year of the reign of King William the Third. And whereas it has been held, that the said recited Enactments do not extend to certain executory contracts for the sale of goods, which nevertheless are within the mischief thereby intended to be remedied; and it is expedient to extend the said Enactments to such executory

*Powers of recited Acts extended to contracts for Goods of 10£ or upwards although the delivery be not made.*

contracts; be it enacted, that the said Enactments shall extend to all contracts for the sale of goods of the value of ten pounds sterling and upwards, notwithstanding the goods may be intended to be delivered at some future time, or may not at the time of such contract be actually made, procured or provided, or fit or ready for delivery, or some Act may be requisite for the making or completing thereof, or rendering the same fit for delivery.

VIII. And be it further enacted, that no memorandum or other writing made necessary by

Act shall be deemed to be an agreement within the meaning of any Statute relating to the duties of Stamps.

F. J. HALLIDAY,  
Junr. Secy. to the Govt. of India.

## Legislative Department.

FORT WILLIAM,

THE 29TH JUNE, 1840.

The following Act passed by the Right Honorable the Governor General of India in Council, on the 29th of June 1840, is hereby promulgated for general information.

ACT No. XV. of 1840.

An Act for extending Regulations XV of 1827 and XIII of 1830 of the Bombay Code, to the Agents of Foreign Sovereigns.

It is hereby enacted, that the provisions of Regulations XV of 1827 and XIII of 1830 of the Bombay Code, be made applicable to the Agents of Foreign Sovereigns having lands and possessions in the British Territory of the Bombay Presidency, and to guardians and such other individuals as the Governor in Council of Bombay may consider it expedient to invest with the powers contained in the aforesaid Regulations; provided that in all cases the authority conferred shall be revocable at the discretion of the Governor in Council of Bombay.

F. J. HALLIDAY,  
Junr. Secy. to the Govt. of India.

## Legislative Department.

FORT WILLIAM.

THE 6TH JULY 1840.

The following Draft of a proposed Act was read in Council for the first time on the 6th July 1840.

ACT No. — OF 1840.

An Act for the better prevention of Local Nuisances.

I. It is hereby enacted, that it shall be lawful for any Magistrate when the public benefit and comfort are in question, to cause obstructions and nuisances to be removed from thoroughfares and public places, and to suppress or cause to be removed to a different place, trades or occupations injurious to the health or comfort of the community, and to prevent such construction of buildings and such disposal of combustible substances as may appear to him likely to occasion conflagration, and to cause the removal of buildings in such state of weakness, as by the probability of their falling may appear to him to expose individuals to danger.

II. And it is hereby enacted, that in exercising the authority conferred by the above section the Magistrate shall commence by issuing an injunction, which, if practicable shall be served personally on the parties concerned; but if such service shall be impracticable or very inconvenient, the injunction shall be notified by oral proclamation and a written notice thereof shall be set up at such place or places as may be best adapted for conveying information to the parties concerned, and in case such injunction be not obeyed, the Magistrate may compel observance thereof by force, and punish disobedience by fine not exceeding 200 Rupees or by imprisonment without labor for any period not exceeding one month, and if the Magistrate finds it necessary to incur expence in removing noxious or dangerous articles or buildings, it shall be lawful for him to sell the same or their materials by public auction in order to defray the charge, delivering any surplus that may remain to the owner.

III. And it is hereby provided, and declared, that it shall be lawful for any person affected by such injunction or written notice as is above described, if he shall object thereto to claim by written petition to be presented to the Magistrate within the period of one day from the receipt of such injunction or of three days from the publication of such notice, that a Jury or Panchayet may be appointed to try and decide the question, and the Magistrate shall, on receiving such petition pass order thereupon for the appointment of a Jury or Panchayet, which shall consist of not less than five persons, whereof the President and one-half of the other Members shall be re-



minated by the Magistrate from the residents in the vicinity, and the remaining Members shall be nominated by the party petitioning. And the Magistrate shall suspend the further execution of the injunction or order pending such enquiry, and be guided by the decision of the said Jury which shall be according to the opinion of the majority. Provided however, that if the petitioner shall by neglect or in any other way prevent the appointment of such Jury or Panchayet, or if, from any cause the Jury so appointed shall not decide and report within the time fixed in the order for their appointment, their functions shall cease from the date of the expiration of such period unless they be continued by special order of the Magistrate, and if from any of the above cause no decision be made by a Jury or Panchayet, the Magistrate's order shall take effect as if not opposed.

IV. And it is hereby provided, that all the proceedings of Magistrates under the authority of this Act shall be subject to the like appeal as other orders of Magistrates according to the Regulations of the respective Presidencies.

V. And it is hereby enacted, that this Act shall not be applicable within the local limits of Her Majesty's Courts of Justice.

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 6th day of October next.

F. J. HALLIDAY,

*Junr. Secy. to the Govt. of India.*

**Notice.**

Is hereby given, that verbal tenders will be received at this office, on Friday the 31st instant, at 12 o'clock noon, for the supply of Ships Chandlery and Naval Stores, for the term of two years from the 1st proximo, list of the articles required, and every other information relating thereto, may be obtained at this office daily, Sundays excepted, from 10 till 5 o'clock.

Persons desirous of obtaining the contract, will be required to bid a per-centage below the rates exhibited in the list abovementioned, on the understanding, that the articles are to be of an unexceptionable quality, and to be delivered free of all charges to the department requiring them.

No person will be allowed to tender for the contract unless he previously deposits in this office the sum of Rupees (500) five hundred, which will be forfeited in the event of delay, evasion or refusal to execute the necessary deed of contract, and should his offer be accepted, he must be prepared to add thereto a further sum of Rupees (1,000) one thousand, which together with the above amount, will be held as security for the due performance of the engagement.

All further particulars will be communicated at the time of bidding, and no reason will be assigned for rejecting any offer.

D. DAVIDSON, Capt.  
*Assist. Commy. Genl.*

Bombay, Depy. Commy.  
Genl's Office, 20th July 1840.

**Overland Letters, &c.**

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2. Soldiers' and Sailors' Letters, certified by their Commanding Officers, are transmitted via Falmouth, whether so directed or not: as if sent through France, they would be subject to a heavy rate of Postage.

3. Letters and Newspapers, addressed to France, as well as those to other Foreign Countries, to which France serves as a channel of communication (provided the latter are specially addressed to be so sent,) are forwarded via Marseilles, but Letters for Foreign Countries, other than France, when not specially directed via France, are included in the Packets for England.—Letters &c. for places lying between Bombay and Marseilles, are made up separately, and directed to Cairo, Alexandria, Malta, and Marseilles.

**POSTAGE.**

Letters for the United Kingdom, weighing less than a quarter of an Ounce, sent via Marseilles; are charged Single Postage, which by that route is ..... 2s. 8d.

By the Falmouth route Letters of half an Ounce in weight, are subject to Single Postage only, which by that route, has now been reduced to ..... 1s.

Newspapers if sent via Falmouth, are free of Postage, but if transmitted by the way of Marseilles, they are charged 2d. each. They should however be kept open at the ends, or they are liable to be charged the Letter rate of Postage.

E. E. ELLIOTT,

*Post Master General,*

Bombay, Genl. Post Office, }  
8th June 1840.

**Notification.**

It is hereby intimated for general information, that the Hon'ble the Governor in Council has resolved, that all Publications required to be inserted in the Government Gazette, instead of being sent separately as heretofore, from the different Public Offices at the Presidency and Subordinates, shall in future be inserted in one single Notification, embracing all the Items to be published during the week, in each Department, and which should be made as short as possible.

As the Native Contractors are sufficiently conversant with the English language, and have, independent of the Publication, recourse to the Department inviting Tenders, and have the means of obtaining all the information necessary for their guidance, previous to entering into any engagement, the Hon'ble the Governor in Council has also resolved to discontinue the publication in the Government Gazette of Translations into the Native languages, except in special cases in which the parties interested in the Notification are not likely to understand the English language, and which should be mentioned on the usual endorsement of the original paper sent in for publication.

It is also notified for general information, that all Offices in which Fees are levied, and to which Contingent Allowances are granted by Government, will in future be charged with the

expense of Printing or Lithographing whatever Forms may be required to be prepared at this office.

By order of the Hon'ble  
the Governor in Council.  
C. McLEOD,

Supt. Govt. Printg. Establ.

Office of the Govt. Printg. Establ.  
Bombay, 16th July 1840.

**Bank of Bombay.**

Notice is hereby given, that in accordance with the provisions of the Charter (Clause XXXVI of Act III of 1840) a General Meeting of the Proprietors will be held in the Bank's Office, on Monday the 3rd of August, at 11 o'clock A. M. when a Statement of the affairs of the Bank up to 30th June, will be submitted by the Directors.

By order of the Board.  
W. W. CARGILL,  
Actg. Secy. and Treasurer.

Bombay, 18th July 1840.

मुंबरी ब्यांक

जाहीर खबर दिलो जाते जे ब्यांकची सनद स  
न १८४० चा कायदा ३ कलम ३६ यांत ठरविण्याप  
माणे तारीख ३ अगष्ट सामवारचे रोजी प्रातःका  
ळचे अकरावाजतां ब्यांकचे हफिसांत भागिदार  
मंडळी यांचो सभा हादल तेव्हां तारीख ३ जुन प  
रियंत ब्यांकचा जे कारभार जाला आहे त्याचा  
मजबूर डरकटर्स न्हगज वचिवाटदार हे विदित  
करतील

बमोजिवे हुकुम बोड  
निशाणो

डब्ल्यू. डब्ल्यू. कारगोल

अकटॉग सक्टा रोव त्रिस्तर

तारीख १८ माहे जुलै सन १८४० इसवो मुामुंबद  
W. R. MORRIS, Secy. to Govt.

मुंभाछनी ओंछ

अहूर अजर आम्हेपांमां आयेछेजे ओंछनी  
शतद शने १८४० नो कामेदो ३ फलंम ३९  
मीमां इरामेवा परमांणे तारीप ३ आगशद  
शोमवारने हीने शवारना अगीआर फलाफे  
ओंछनी ह्याशोमां लगीदारोनी शता मल  
शे तारे तारीप ३० न्युन शुत्री ओंछनो जे  
फारतार थामेछि तेनो मजबूर डरेकटरश  
मेदले वहीवाटदार अहूर फरशे \*

अमोवजम हुकंम ओरस

नीशांणी

डमलीकु-डमलीकु-फारजाल

आफंटींग शकरतारी व तारीजेरद

तां १८ जुलाछ शने १८४०

छशवी मुकाम मुंभाछ \*

W. R. MORRIS, Secy. to Govt.

**Notice**

Is hereby given, that verbal tenders will be received at this office on Saturday the 15th proximo, at 12 o'clock noon, for a contract for the Feed and Keep of Remount Horses, under transmission to outstations, overland, for the term of two years from the 1st of September next, lists of the stations, &c. with the rates affixed, and all other information relating thereto, may be obtained at this office daily, Sundays excepted, from 10 till 5 o'clock.

Persons desirous of obtaining the contract, will be required to bid a per-centage below the rates exhibited in the list abovementioned,

No person will be allowed to tender for the contract unless he previously deposits in this office the sum of Rupees (300) three hundred, which will be forfeited in the event of delay, evasion or refusal to execute the necessary deed of contract, and should his offer be accepted, he must be prepared to add thereto the further sum of Rupees (200) two hundred, which together with the above amount, will be held as security for the due performance of the engagement.

All further particulars will be communicated at the time of bidding, and no reason will be assigned for the rejection of any offer.

D. DAVIDSON, Capt.

Assist. Comy. Genl.

Bombay, Depy. Comy. Genl's.  
Office, July 27th 1840.

**Notice**

Is hereby given, that verbal tenders will be received at this office, on Friday the 14th proximo, at 12 o'clock noon, for a contract for the supply of Tin Ware, &c. of country manufacture for the term of two years from the 1st of September next, lists of the articles required and every other information relating thereto, may be obtained at this office daily, Sundays excepted, from 10 till 5 o'clock.

Persons desirous of obtaining the contract, will be required to bid a per-centage below the rates exhibited in the list abovementioned, on the understanding, that the articles are to be of an unexceptionable quality, and to be delivered free of all charges to the departments requiring them.

No person will be allowed to tender for the contract unless he previously deposits in this office, the sum of Rs. (300) three hundred, which will be forfeited in the event of delay, evasion or refusal to execute the necessary deed of contract, and should his offer be accepted, he must be prepared to add thereto a further sum of Rupees (300) three hundred, which together with the above amount, will be held as security for the due performance of the engagement.

All further particulars will be communicated at the time of bidding, and no reason will be assigned for rejecting any offer.

D. DAVIDSON, Capt.

Assist. Comy. Genl.

Bombay, Depy. Comy.  
Genl's. Office, 28th July 1840.

**Notice.**

Verbal offers will be received at this office, at 1 o'clock on Saturday the 1st proximo; for

**HALF YEARLY Register of sums deposited in the Honorable Company's Treasury at Bombay, on account of the Estates of deceased European Commissioned, Non-Commissioned and Warrant Officers and Soldiers in the Service of the Hon'ble Company, from 1st January to 30th June 1840, shewing the amount of those discharged and those remaining unclaimed under the latter date.**

When deposited.	By whom deposited.	On account of whose Estates.	Amount.	Remarks.
1840.				Feb. 1840 as pr. Mily.
January.. 17th	Military Secretary to Government.....	Lieutenant F. J. Neild, of the 1st Regiment Light Cavalry..	2336 5 5	} Unclaimed. Secy.'s letter 5th Feb. 1840.
.. 28th	Captain W. T. Whittle, Acting B. Major A. . . . .	Gunner Charles Sedney, late of the 4th T. H. B. . . . .	298 5 6	
.. 30th	Major Bruce Seton, Town Major. . . . .	Major W. Lardner, of the N. V. B. . . . .	1430 14 9	} Paid S. Compton Esq. Regr. on the 8th Feb. 1840.
February 3rd	Captain J. Jackson, of the 25th Regt. N. I. . . . .	Captain H. Stephenson, of the 25th Regt. N. I. . . . .	112 7 2	
.. 12th	Major H. Hancock, of the 19th Regt. N. I. . . . .	Major J. Keith, Depy. Adjt. General of the A. . . . .	129 10 4	} Paid D. Barr and Lieut. H. Barron, on the 21st March 1840.
.. 14th	Ditto. ditto. . . . .	Ditto ditto. . . . .	4466 6 11	
.. 20th	Major Bruce Seton, Town Major. . . . .	W. B. C. Graham, Assistant Surgeon of the M. E. . . . .	250 7 3	} Unclaimed. [A. on 4th June 1840.
.. 25th	Joseph Glen Esqr, Secretary Medical Board. . . . .	Carew, Assistant Apothecary. . . . .	33 7 1	
..	Ditto. ditto. . . . .	Gunner Hall. . . . .	43 14 1	} Paid Lt. Richard Cread, Pay Mr. 2nd B. A.
.. 27th	Lieutenant E. S. Blake, Paymaster 2nd B. A. . . . .	Serjeant Robert Beckett, 2nd Battalion Artillery. . . . .	9 13 4	
..	Ditto. ditto. . . . .	Corporal James Blunt ditto. . . . .	157 13 4	} Paid Lieut. E. S. Blake, of the 2nd B. A. on the 18th April 1840, as per Mily. Secy.'s letter of the 13th April 1840.
..	Ditto. ditto. . . . .	Bombardier Peter Rooney ditto. . . . .	71 6 11	
..	Ditto. ditto. . . . .	Gunner James Leahy ditto. . . . .	12 5 1	
..	Ditto. ditto. . . . .	" Samuel Merrin. ditto. . . . .	14 13 5	
..	Ditto. ditto. . . . .	" John Christie ditto. . . . .	25 11 10	
..	Ditto. ditto. . . . .	" Walter Malone. ditto. . . . .	4 15 1	
..	Ditto. ditto. . . . .	" James McEvoy ditto. . . . .	28 5 2	
..	Ditto. ditto. . . . .	" Henry Alder ditto. . . . .	28 14 7	
March... 9th	Captain B. Crispin, of the 16th Regt. N. I. . . . .	Captain J. Irwin, late N. V. Battalion. . . . .	73 8 1	} Unclaimed.
.. 12th	Captain J. Swanson, Military Paymaster. . . . .	Lieutenant E. C. Campbell, of the 1st Regt. L. C. . . . .	1701 13 9	
.. 28th	Major Bruce Seton, Town Major. . . . .	F. M. Howell, Assistant Surgeon of the M. E. . . . .	681 6 6	
.. 30th	Lieutenant E. S. Blake, Paymaster 2nd B. A. . . . .	Gunner B. Cooper Seefe, of the 2nd Battalion Artillery. . . . .	3 6 6	
..	Ditto. ditto. . . . .	" John Prout, of the 2nd B. A. . . . .	76 1 11	
..	Ditto. ditto. . . . .	" John Joy, of the 1st. ditto. . . . .	27 4 6	
..	Ditto. ditto. . . . .	" O. Longhlin Michael. ditto. . . . .	85 13 8	
..	Ditto. ditto. . . . .	" George Gouldia. ditto. . . . .	6 3 11	
..	Ditto. ditto. . . . .	" Fee. ditto. . . . .	73 10 10	
..	Ditto. ditto. . . . .	" Patrick Long, of the 2nd ditto. . . . .	35 5 8	
April... 21st	Lieutenant Col. A. Manson, Commdg. 1st B. A. . . . .	" William Grassham, of the 1st ditto. . . . .	27 11 1	} Paid S. Compton. Esq. Regr. on the 29th May 1840, as per Mily. Secy.'s letters, dated the 12th 15th and 26th May 1840.
..	Ditto. ditto. . . . .	Major Cooke, of the Artillery. . . . .	2268 15 10	
May... 9th	Captain W. Brett, of the Artillery. . . . .	Captain John Irwin, of the N. V. Battalion. . . . .	611 8 7	} Unclaimed.
.. 11th	Captain B. Crispin, Commanding the Detachment of the 16th Regt. N. I. Tanuah. . . . .	Ditto. ditto. . . . .	370 4 1	
..	Captain Jackson, ditto 25th ditto. . . . .	Private Benvard Drake, of the 1st B. E. Regiment. . . . .	58 15 8	
June... 27th	Major J. T. Osborne, in charge 1st Bombay European Regiment. . . . .	" Thomas Wilson. ditto. . . . .	84 8 1	
..	Brevet Captain Thos. Jopp, S. O. in charge of do	" Charles Gadd. ditto. . . . .	237 2 1	
..	Major J. T. Osborne, in charge 1st Bombay European Regiment. . . . .			
			Rupces.. 15,876 1 7	

( 488 )

It is hereby notified for the information of those concerned, that all Claims to the above Estates, if not preferred within six months from the date of the advertisement, will not be admitted in India.

Bombay Castle, Accountant General's Office, 25th July 1840.

Errors Excepted,  
J. H. CRAWFORD, Accountant General.

**INTERPRETATION on Clause 1st, Regulation XII. of 1830.**

A question having arisen whether in an action for the recovery of free lands subject to a Salamié or quit rent to Government, the value of the land should be computed according to Clause 1st or Clause 2nd of Regulation XII. of 1830, it was held, that the value of the land referred to, should be estimated according to the principle laid down in the 1st Clause of the Section quoted, that is, "that the value should be assumed at the annual assessment amount."

*By order of the Sudder Adawlut.*  
G. GRANT, Register.

Bombay, 22nd July 1840.

**Notice**

Is hereby given, that the undermentioned properties, situated as follow.

1 House belonging to Thucker Goverdhun Welljee, at or near Coombarwada.

1 Do. do. Esmaljee Allybhoy, opposite to Boorahs Musjeed.

2 Do. do. Mahomed Khan bin Ally Khan, at Sirours Mollah.

Which have been seized under distress warrants for non-payment of land revenue due on them to the Hon'ble Company, will be sold by public auction at the respective premises, on Saturday the 15th proximo, and the following days, at 12 o'clock in the forenoon, conformably to Section IV, Chapter I. of the XIX. Regulation of 1827, and knocked down to the highest bidder, on condition, that one fourth of the purchase money be paid in cash, immediately after the sale, and the remainder within eight days subsequently, on failure of which, the said Houses will be re-sold at the risk of the first purchaser.

J. W. MUSPRATT,

*Actg. Collector of Land Revenue.*

Bombay, 28th July 1840.

**Advertisement,**

The Superintendent of the Indian Navy will receive Tenders of Ship Tonnage, for the conveyance of Ordnance Stores, to the extent of about 140 Tons. A passage is also required for one Native Non-Commissioned and 5 Public Followers, more or less, to Kar-rack.

2d. No vessel need tender that is not commanded by an European and properly officered.

3d. The Superintendent reserves to himself the right of rejecting any tender without assigning cause for so doing.

4th. Further particulars may be learnt on applying at this office.

A Passage is required for the conveyance of, 3 Native time-expired Convicts, to Prince of Wales Island or Singapor.

Ditto Female ditto, to Pulo Penang.

44 Native Convicts, more or less, to Singapor.

By order,  
F. G. BONE,  
*For Assist. Supt. I. N.*

Bombay, 29th July 1840.

**Notice.**

Tenders will be received by the Agent for Gunpowder, at the Powder Works at Mazagon, up to 12 o'clock on 5th proximo, for the supply of Green Grass to the Cattle of the Gunpowder Manufactory for two months, at 84 pounds per head daily, which at 129 head of Cattle will amount daily to 10,836 lbs. The Grass to be fresh-cut and of good quality, and to be delivered by weight at the Cattle House in the Powder Works, before 9 o'clock every morning.

The tender to specify the amount at which the Green Grass will be thus supplied per Bullock for a month of 30 days, & a deposit of two hundred and fifty Rupees will be required from the Contractor, to be forfeited in the event of evasion, delay or other infringement of the terms of his contract.

M. F. WILLOUGHBY, Capt.  
*Acting Agent for Gunpowder.*

Mazagon, 9th July 1840.

**Marine Department.****NOTIFICATION.**

The Hon'ble the Governor in Council is pleased to announce, that a Steamer appointed to convey the Mail of September next to the Red Sea, will be despatched on Friday the 28th of August.

*By order of the Hon'ble  
the Governor in Council,*  
E. M. WOOD, Lieut. Col.  
*Secy. to Govt.*

Bombay Castle, 15th July 1840.

**BOMBAY CIVIL SERVICE LIST,**

Corrected up to the 30th ultimo, to be had at the Government Gazette Office, at 2 Rs. per copy to non-subscribers. and 1½ Rs. to subscribers.

Bombay, 10th July 1840.

**Notice.**

Commanders and Agents of vessels, are hereby informed, that they can always obtain on Loan, as Ballast, Unserviceable Ordnance Shot, Shells, and Gun Barrels, on condition, that the same be delivered over to the Hon'ble East India Company, free of expence, at the Port of London.

All applications to be made to the undersigned.

(Signed) F. P. LESTER, Major,  
*Secy. to the Mily. Board.*

the supply of the following articles and such others as may be called for during the intermediate period, vizt.

(2) Two Chests Tools, Armourer's, Europe. (260) Two hundred and sixty Yards Rope, Europe, Hempen, 11 Inch.

(2) Two Presses, Teakwood, 5 by 3½ feet. (1) One Table, drawing, Teakwood, 6 by 3½ feet.

(25) Twenty five Cwt, Iron Bolt, English, of sizes-

An immediate deposit of ten per-cent will be required to be made by the lowest bidders upon the amount of their offers; all further particulars may be learnt on application at this office from 10 till 5 o'clock daily.

D. DAVIDSON, Capt.  
Assist. Comy. Genl.

Bombay, Depy. Comy.  
Genl's. Office, 28th July 1840.

**Opium Memorandum.**

INDORE.

Passes granted up to the  
10th June 1840. . . . . Chests 1,801

IMPORTED.

Balance of last year's impor-  
tation. . . . . Chests 6,667

Imported from the 25th May last,  
to the 21st instant. . . . . Chests 1,446½

Total 8,113½

EXPORTED.

From the 22nd May last,  
to the 21st instant. . . . . Chests 2,404½

Diffo from the 22nd to the  
28th instant. . . . . Chests 52

Total 2,456½

F. BOURCHIER,  
Opium Agent

Bombay, 29th July 1840.

**Notice**

Is hereby given to parties owning the un-dermentioned articles lying on the Custom House Wharf, that the same will be sold by public auction, if not claimed and cleared within fourteen days of this publication.

50 Spars—2 Old Boats—5 Old Anchors—82 Pieces of Kentledge—1 Old Iron Cub-boose—1 Old Wooden Tank.

J. W. MUSPRATT,  
Acting Collector of Customs.

Bombay, 28th July 1840.

**अह्र नाञ्जु**

अह्र लभिलो शांभन मांडवीना दाका कु परके तेहनां धएलीअने अजर आपामां आ। वेठेजे आ अह्र नांभांनी तारीअधी यहुए दाडाडानी अंहर ते शांभन पर दावी करीने क. दाडी नडी लअजशेती ते अह्र सीलांव करी ने वेयशे \*

५० शीटा लाकडान \*

- २ जुनी होडीओ \*
- ५ जुना लांगर \*
- ८२ लोहोडाना ककडा \*
- १ जुनो लोहोडानो युलदान \*
- ५ जुनु लाकडानु टांकु \*

नीशाएली

आकशन—डमलीकु—मशापरार  
कशरमना आकरींग कककरर

तारीअ रद जुलध शने १८४० धश

वी मुकामं जुलध कशरमं हाकुश \*

W. R. MORRIS, Secy. to Govt.

खाको लिहिलेले सामान मांडवीचे धक्यावर आहे ते ज्या लोकाचे आहे त्यास खबर दिली जाते जे ह्या जाहोरनांम्याच तारखेपासून चवदा दिवसाचे आंत त्यासामानावर दावा करून घेउन न गेले असतां जाहोर खेलांव करून विकले जाइल

५० लांकडो सेटे

२ जुन्या चाचा

५ जुने नांगर

८२ लाखंडो तुकडे

१ जुने लाखंडो लदान

१ जुने लांकडो टांकं

निशागी

जाकसन. उवल्यु. मसप्राट

कठमचे अकटॉग कालेकटर

तारीख २८ माचे जुलद सन १८४० इसवी रुकाम मंवर कठम चोस

W. R. MORRIS, Secy. to Govt.

**Advertisement.**

To be sold by public outcry, on Saturday the 1st proximo, at 12 o'clock in the forenoon, a quantity of Chips assorted, and Rubbish collected from the works carried on in the Dock Yard, and made into lots of about a Candy each.

Terms of sale. The lots to be paid for on the spot, and to be immediately removed from the Dock Yard.

J. HARRISON,

Assistant Indian Naval Storekeeper.

Bombay, 28th July 1840.

**Notice.**

Captain Robinson, 4th regiment N. I. having taken charge of the estate of the late Lieut. W. G. Wheatley, 4th regiment N. I. has, after defraying funeral expences, servants wages and regimental debts, remitted to the Military Secretary to Government, the balance amounting to Bombay Rupees four hundred and seven, three annas and five pies.

Baroda, 17th July 1840.

HALF YEARLY Register of sums deposited in the Hon'ble Company's Treasury at Bombay, on account of the Estates of deceased Officers and Seamen of the Indian Navy, from 1st January to 30th June 1840, shewing the amount of those discharged and those remaining unclaimed under the latter date.

When deposited.	By whom deposited.	On account of whose Estate.	Amount.	Remarks.
1840.				
February 25th	Lieut. F. C. Webb, Commr. of the Atalanta...	William Watson, Cooper of the Atalanta ....	29 14 ..	} Unclaimed.
April 30th	Cap. J. Swanson, Mily. Pay Mr. I. N. ....	Mr. D. Scott, Midshipman of the Indian Navy....	220 12 ..	
..	.. Ditto.....ditto ..	Mr. C. Hewett, .. ditto. of the Ship Hastings.....	86 10 ..	
..	.. Ditto.....ditto....	W. William, Boatswain's Mate of the Brig Tigris..	47 12 ..	
..	.. Ditto.....ditto....	W. Watson, Cooper of the Steamer Atalanta..	3 12 ..	
..	.. Ditto.....ditto....	C. Moore, A. B. of the Schooner Constance..	10 .. ..	
..	.. Ditto.....ditto....	Joseph Lindsay, Ordinary Seaman of the Brig Palinurus...	18 2 ..	
..	.. Ditto.....ditto....	T. Marwood, Ordinary Seaman of the Schooner Constance..	17 2 ..	} Paid to Mary Marwood on the 16th May 1840, as per Military Secretary's letter dated the 16th May 1840.
..	.. Ditto.....ditto....	Manuel Martin, Able Seaman of the Ship Clive..	5 12 ..	
..	.. Ditto.....ditto....	J. Gregory, Purser's Steward.. .. ditto..	1 3 1	
..	.. Ditto.....ditto....	George Lamb, Quarter Master of the Steamer Hugh Lindsay.	10 11 2	
June 30th	Lieut. John Bird, I. N. Commg. H. C. Schooner Mhyee..	James Cooper, Acting Gunner of the Honorable Company's Schooner Mhyee.. .. ..	503 8 5	} Unclaimed.
			Rupees.. 955 2 8	

It is hereby notified for the information of those concerned, that all Claims to the above Estates, if not preferred within six months from the date of the advertisement, will not be admitted in India.

Bombay Castle, Accountant General's Office, 25th July 1840.

Errors Excepted,  
J. H. CRAWFORD, Accountant General.

# GENERAL ORDERS.

## MILITARY DEPARTMENT.

BY THE HON'BLE THE GOVERNOR IN COUNCIL.

BOMBAY CASTLE, 23rd JULY 1840.

No. 474 of 1840.—A Brigade Order dated Kurrachee 26th December 1839, appointing Serjeant P. Kelly of Her Majesty's 40th Regiment, Barrack Serjeant to the Scinde Reserve Force, is confirmed, as a temporary arrangement.

No. 475 of 1840.—By a Resolution passed in the General Department under date the 16th instant, Captain G. St. Barbe Browne of the 7th Regiment Native Infantry, was appointed to act as Assistant to the Superintendent of Roads and Tanks, in the room of Lieutenant Curtis.

*Bombay Castle, 24th July 1840.*

No. 476 of 1840.—The following temporary arrangements are confirmed :—

Brevet Major W. Wyllie to act as Assistant Adjutant General, Poona Division of the Army, until the arrival of Captain Donnelly at Poona, or until further orders.

Captain R. B. Crozier of the 26th Regiment Native Infantry, to act as Brigade Major at Poona, vice Wyllie.

No. 477 of 1840.—The following appointment is made:

Lieutenant and Acting Adjutant Hockin of the 6th Regiment Native Infantry, to be Adjutant to that Regiment, vice Farquhar promoted.

No. 478 of 1840.—The undermentioned Officers, Cadets of the season 1825, be promoted to the Brevet rank of Captain, from the dates specified opposite to their names.

Lieutenant C. F. Honner, of the 2nd Regiment Light Cavalry, 14th July 1840.

Lieutenant R. H. Goodenough, of the 26th Regiment Native Infantry, 14th July 1840.

Lieutenant W. J. Morris, of the 9th Regiment Native Infantry, 16th July 1840.

No. 479 of 1840.—The following promotions are made :—

*6th Regiment Native Infantry.*

Lieutenant (Brevet Captain) R. Farquhar to be Captain, and Ensign E. B. Eastwick } *Date of Rank.*  
to be Lieutenant, in succession to Hart resigned the service..... } 26th June 1840.

The undermentioned Officer is ranked from the dates specified opposite his name, and posted to the 6th Regiment Native Infantry, vice Eastwick promoted,

*Rank in the*

*Regiment. Army.*

Ensign Edward Maitland Nixon..... 26th June 1840, 11th December 1839.

*Bombay Castle, 25th July 1840.*

No. 480 of 1840.—Mr. Samuel S. Beamish, M. D. is appointed an Acting Assistant Surgeon on this Establishment, as a temporary measure.—Date of appointment, the 20th instant.

*Bombay Castle, 28th July 1840.*

No. 481 of 1840.—A Field Order by Brigadier Stevenson, C. B. Commanding in Upper Scinde, dated 13th ultimo, directing Captain Warden, Deputy Commissary of Ordnance, to receive charge of the Executive Engineer's Department from Major Clibborn, as a temporary arrangement, is confirmed.

*Bombay Castle, 29th July 1840.*

No. 482 of 1840.—A furlough to Europe for three years, is granted to Lieutenant C. R. Dent, of the Regiment of Artillery, for the benefit of his health.

No. 483 of 1840.—In reference to Government General Order, No. 139 of 1840, dated 3rd March, appointing a Permanent Select Committee of Artillery Officers at this Presidency, the Hon'ble the Governor in Council is pleased to direct, that the Committee assemble as occasion may require, to report upon professional subjects laid before them by His Excellency the Commander in Chief, or by the Military Board.

2nd. No alteration in Ordnance Carriages or articles of Artillery and Magazine Equipments are on any account to be received or adopted into the Service, without being previously reported upon by this Committee, to whom all such matters will invariably be referred.

3rd. The proof of all Ordnance Carriages and comparative proofs of all Powder, will be conducted by this Committee, at the Presidency.

4th In cases when the Military Board finds cause to desire the adoption or introduction of any alteration in articles of Ordnance Equipment, it is to be submitted to Government with the Committee's Report, and if the opinion of the Select Committee should be opposed to it, the question at issue will be specially brought to notice.

5th. The attention of the Committee will be particularly given to suggesting such measures, as may tend to establish and preserve uniformity in the principal articles of Ordnance Equipment, including Carriages of every description, and as well promote generally the objects contemplated under this head by the Supreme Government, in the recent assembly of the Committee of Artillery Officers of the three Presidencies, in as far as their adoption has been sanctioned for this Presidency.

6th. The Principal Commissary of Ordnance, the Agent for Gun Powder, and the Agent for Gun Carriages, are instructed to comply with written requisitions of the Committee, in aid of any experiments they may find it necessary to make.—To obtain the assistance of the necessary detail of Artillery Men for conducting experiments &c. the President will make official application to the Town Major,

1st. The Select Committee of Artillery Officers are directed to meet under the orders of the Senior at the Presidency, at such time and place as may be most convenient, with a view of considering and proposing for the sanction of Government, some general rules for regulating their future course of proceedings when called on to report on professional matters coming within their range of enquiry.

2nd. The Select Committee will in general have to report on propositions laid before them by His Excellency the Commander in Chief, or by the Military Board. Any Member of the Committee, however, is to be considered competent to originate a question arising out of, and in connexion with subjects under consideration for the opinion of his Colleagues.

3rd. The Committee is particularly cautioned to avoid theories when the subject is susceptible of being submitted to the test of experiment, which it is desirable should in all practicable cases form the basis of their opinions.

4th. It is also desirable, that the whole or greater portion of the Committee should meet from time to time, and personally discuss all matters brought under their notice, in preference to the Members separately recording their sentiments in writing, without previously communicating with their Colleagues.

5th. Any Member dissenting from the majority of the Committee, will be at liberty to record his dissent, which will be submitted with the sentiments of the Committee, for the information of the Military Board and eventual decision of Government.

No. 484 of 1840.—The following appointments and orders are confirmed:—

Lieutenant Honner, of the 1st Grenadier Regiment Native Infantry, to be Adjutant to that Regiment, vice Raitt promoted; date of appointment 30th June 1840.

Ensign Fanning, of the 1st Grenadier Regiment Native Infantry, to act as Quarter Master and Pay Master to that Regiment, vice Honner; date of appointment, 30th June 1840.

Captain Raitt, of the 1st Grenadier Regiment Native Infantry, to act as Quarter Master and Pay Master to that Regiment, during the absence of Ensign Fanning, on duty or until further orders.

An order by Major Forbes, dated Camp near Kurrachee 26th ultimo, appointing Ensign Lockley of the 2nd Grenadier Regiment Native Infantry, to act as Adjutant to the Detachment of that Regiment, remaining at Kurrachee, consisting of upwards of 300 Rank and File, until further orders.

No. 485 of 1840.—Lieutenant Giberne, 16th Regiment Native Infantry, received charge of the Commissariat Department at Karrack, from Lieutenant Milne, under date the 1st ultimo.

No. 486 of 1840.—Acting Assistant Surgeon Beamish M. D. is placed at the disposal of the Superintendent of the Indian Navy, for the purpose relieving Assistant Surgeon Dias, placed at the disposal of His Excellency the Commander in Chief.

No. 487 of 1840.—The following Officers on the Staff, whose Regiments are in Scinde, are temporarily placed at the disposal of His Excellency the Commander in Chief for Regimental duty.

	1st Grenadiers.	
Captain Donnelly,		Lieutenant Delamotte.
	5th Regiment Native Infantry.	
		Lieutenant Rudd.
	23rd Regiment Native Infantry.	
Captain Lyons,		Captain French.
		Lieutenant Forbes.

By order of the Hon'ble the Governor in Council,  
E. M. WOOD, Lieut. Col. Secy. to Govt.

#### MARINE DEPARTMENT.

Bombay Castle, 23rd July 1840.

No. 77 of 1840.—The following temporary appointments and arrangements are confirmed.

By the Superintendent of the Indian Navy.

1. Lieutenant Drought to perform the duties of the Mate of the Clive, from the 2nd June last.
2. Henry Elsey, Quarter Master, to be Acting Gunner of the Hastings, as a temporary measure, in the room of Mr. Keel transferred to the Cleopatra, from the 4th June last.
3. Mr. J. P. Buchanan, to be Acting Gunner of the Superintendent's Office, from the 11th June last.
4. Daniel Love, to be promoted to the rank of Acting Gunner of the Schooner Mahi, from the 17th instant.
5. Mr. Assistant Surgeon Harrison, proceeding on duty to the Persian Gulf, to be accommodated with a passage to that Port on board the Victoria, from the date of the sailing of that Vessel.
6. One Conductor, his Wife, and two Children, proceeding to the Persian Gulf, to be accommodated with a Passage to that Port on board the Victoria, from the date of the sailing of that Vessel.
7. Lieutenant Woodward, of the 1st European Regiment, proceeding on duty to Adon, to be accommodated with a passage to that Port on board the Taptee, from the date of the sailing of that vessel.
8. Lieutenant Curtis, of the Engineer's, proceeding to Adon on duty, to be accommodated with a passage to that Port on board the Taptee, from the date of the sailing of that Vessel.
9. Mr. Midshipman Constable, of the Hastings, employed on detached duty on board the Margaret Cutter, from the 15th to the 30th of May last, both days inclusive.

By Commodore G. B. Brucks, Commanding the Squadron in the  
Persian Gulf,

10. Captain Edmonds, Assistant to the Resident in the Persian Gulf, proceeding on political duty, to be accommodated with a passage on board the Royal Tiger, at the Commander's Table, from the 29th of October to the 5th of November 1839.

Bombay Castle, 29th July 1840.

No. 78 of 1840.—Acting Assistant Surgeon Beamish, M. D. is placed at the disposal of the Superintendent of the Indian Navy, for the purpose of relieving Assistant Surgeon Dias, placed at the disposal of His Excellency the Commander in Chief.

By order of the Hon'ble the Governor in Council,  
E. M. WOOD, Lieut. Col. Secy. to Govt.



**P A C K E T S .**

It is hereby notified for general information, that Packets for the reception of letters for despatch by the following vessels are open at this office.

Names of Vessels.	Agents.	Date of intended Departure.	To what port.	Touching wher-
A Steamer.	Supt. Indian Navy.	28th August.	Suez.	Aden.
Hindustan.	Messrs. Ritchie Stewart & Co.	5th do.	China.	Singapore.
Thetis.	Do. Dirom Carter & Co.	2nd do.	Do.	Ditto.
John.	Do. William Nicol & Co.	8th do.	Do.	Ditto.
Caroline.	Do. Aga Mahomed Rahim Esq.	12th do.	Persian Gulf.	
Monarch.	Do. W. Nicol & Co.	With dispatch.	Liverpool.	
Wilson.	Do. Ditto.	Do.	Clyde.	
Earle Durham.	Do. Gray & Co.	Do.	Calcutta.	
Fort William.	Do. Jansetjee Jeejeebhoy & Co.	Do.	China.	Ditto.
Hannah.	Do. T. Jefferies & Co.	Do.	Calcutta.	Madras.
Lá Navaria.	Do. Ditto.	Do.	Persian Gulf.	
Dronnan.	Do. Ditto.	Do.	Calcutta.	

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

**E. E. ELLIOT,**  
Post Master General.

Bombay, Genl. Post Office, 29th July 1840.

**Civil Appointments, &c.**  
**TERRITORIAL DEPARTMENT,**

REVENUE.

Bombay Castle, 24th July 1840.

Mr. E. Montgomerie, acting collector of Tanna, delivered over charge of that office to Mr. Pitt, on the 17th instant.

Bombay Castle, 28th July 1840.

Mr. A. St. J. Richardson, to be fourth assistant to the principal collector and magistrate of Surat.

Bombay Castle, 29th July 1840.

Mr. S. Mansfield, second assistant to the collector of Kaira, is to do duty in the Tanna collectorate, until the 1st November next.

By order of the Hon'ble  
the Governor in Council,  
**L. R. REID,**  
Chief Secy.

**JUDICIAL DEPARTMENT.**

Bombay Castle, 29th July 1840.

The judges of the sudder dewance adawlat have been pleased to grant Sunnuds, bearing date the 30th ultimo, and the 2nd, 13th and 15th instant, to the under-mentioned persons, to practice as vukeels in the zillah courts of Surat, Ahmedabad, Tannah and Poona.

- Surat.**  
Oomedram Meetaram.  
**Ahmedabad.**  
Bachur Dhunjee.  
Sobaram Dayaljee.  
**Tannah.**  
Damodherras Mowjee.  
**Poona.**  
Sudasew Ramchunder.  
Moroo Ramchunder.  
Wishnoo Hurry Lemay.  
Crumnajejee Bullal.  
Bhakur Nilkanth.  
Gunnesh Jhoddavekur.  
Bappoojee Deorao.

By order of the Hon'ble  
the Governor in Council,  
**W. R. MORRIS,**  
Secy. to Govt.

**Military**

**Arrivals and Departures.**

ARRIVALS.

- 15th July.—Lieut. Halkett, 4th light dragoons, from Kirkee.  
24th Do.—Capt. R. Shortrede, from Poona.  
28th Do.—Capt. G. Jackson, 11th R. M. N. I. from Aurangabad.  
29th Do.—Major W. Foquett, 2nd E. R. from Poona.

DEPARTURES.

- 23rd July.—Capt. C. Hunter, paymaster, to Belgaum.  
Do. do.—Captain Ramsay, 24th R. N. I. to Poona.  
25th Do.—Captain P. Sanderson, 15th R. N. I. to Mallagan.

- 27th Do.—Ensign H. E. Patullo, 21st R. N. I. to Poona.  
Do. do.—Ensign W. Campbell, do. do. to do.  
Do. do.—Ensign Robertson, do. do. to do.  
28th Do.—Major General P. DeLamotte, C. B. to Belgaum.  
Do. do.—Lieut. C. D. DeLamotte A. D. C. to do.  
29th Do.—Lieut. Halkett, 4th light dragoons, to England.

Town Major's Office, 29th July 1840.

**Shipping Intelligence.**

ARRIVALS.

- 23rd July.—Ship Cumbrian, R. Dring, master, from Shields, 30th March 1840. Spoke the Duke of Lancaster in Long, 21, W. Lat. 3. 25 N. bound to Liverpool, from Calcutta.  
24th Do.—Ship John William Dare, J. Shepherd, master, from Persian Gulph, left Bussora 23rd, Karrack 24th June, Bushire 3rd and Muscat 18th July 1840. Left H. C. S. Coote at Korrack, passed Hugh Lindsay Steamer July 3rd off Bushire. Spoke H. C. Brig Tigris on July 5th.  
**Passengers.**—Mrs. Shepherd and child.

DEPARTURES.

- 23rd July.—Barque Elizabeth Walker, Robert Crawford, master, to Calcutta.  
24th Do.—The E. I. C. Steamer Cleopatra, lieut. F. P. Webb, commanding, to Muscat.  
25th Do.—Ship Justina, W. Loader, master, to Calcutta.  
**Passengers.**—Capt. Pirce—Lieut. Hore—Rozario.  
27th Do.—Ship Rajesthan, D. Ritchie, master, to Liverpool.  
**Passengers.**—Mr. Willis, and family—and Mr. John Beard.  
Do. do.—Barque Abel Gower, John Henderson, master, to Calcutta.  
Do. do.—Brig Salacia, W. M. Maw, master, to Calcutta.  
28th Do.—Ship Tartar, W. O. Young, master, to Singapore.  
Do. do.—Ship Bombay Castle, D. Baxter, master, to China.  
**Passengers.**—Mr. Binkin—Mr. Myers.  
Do. do.—Brig Mary Metchison, James McEnena, master, to London.  
Do. do.—The E. I. C. sloop of war Clive, J. P. Saunders, commander, to Aden.

**DANIEL ROSS,**  
Master Attendant.

Bombay, 29th July 1840.

**Unclaimed Letters and Parcels.**

- 1 Capt. F. N. Tucker, 2nd Bombay E. R. do.  
1 Lieut. Brabazon, Artillery. do.  
1 Ao Senhor Joao Lourenco de Almeida. do.  
1 Mr. John Duican, on board the Quaker do.  
1 Mr. C. N. Nixon, Indian Navy. do.  
1 Lieut. G. T. Pogson, 5th Regt. N. I. do.  
1 Thos. Heitherington, Gunner 1st Troop Horse Brigade. do.

- |   |     |   |     |
|---|-----|---|-----|
| 1 Major Jopp, Engineers...  | do. | the 2nd Governor General Camp..   | do. |
| 1 Mr. Jessore, Fukeeraka Tubecla..  | do. | 1 Shaik Moideen, Head Servant to Dr. Bird, Esplanade..  | do. |
| 1 Miss Hart...  | do. | 1 Nowrojee Rustomjee Bhedwar..  | do. |
| 1 Lieut. Charles Warden, Indian Navy..  | do. | 1 Ramadass Tiraungalachory and Strieneva-sachary..  | do. |
| 3 Cadaurnath Ghose & Co..   | do. | 1 Bapoo Saheb Vullud Ajmoodeen....  | do. |
| 1 Edaljee Cursstjee, Meadow Street...   | do. | 1 Balcrustna Suddussive.....  | do. |
| 1 Shaik Essmail Mhat...   | do. | 1 Succeram Raghoob Naique, clerk in the 18th r. N. I.   | do. |
| 1 Mahomed Fuzal Ulla..  | do. | 1 Nowrojee Pestonjee.   | do. |
| 1 Monnaje Mallee..  | do. | 1 Bajeeba Dada Pooranick.   | do. |
| 1 Guneo Hassun Maimon, near Jakrea Mus-seed..   | do. | 1 Dhondoo Santay Purvoe.  | do. |
| 1 Ao Senhor Minguel F. Deas, por Cuidado de Sr. Felipe Lope..                                       | do. | 1 Ao Senhor Mariano Joao Reginaldo Souza, do.   | do. |
| 1 Mr. Jany, nearer the Ponchhouse or Tank, Sonapore..   | do. | 1 Succeram Mochee in the 10th battalion of Madras.  | do. |
| 1 Sindia Baunojee Rowe, near Cowjee Patels Tank...  | do. | 2 Mr. A Duncottey Moodelier, agent to the cattle contractors in commissariat depart-ment P. D. of the army. | do. |
| 1 Mr. John or Jany, near the Ponch House or Tank, Sonapore..  | do. | 1 Mhyputtee Jadov, Matar Pacharee.  | do. |
| 1 Shaik Essmail Chevokur, Putawala in the Custom.   | do. | 1 Luchumee Ayah to Doctor Wolfe Lucley. do.   | do. |
| 1 Coondoo Gungajee, 2nd Tindal..  | do. | 1 Jugjeeran Gungaram, Lowar Chall street, do.   | do. |
| 2 Bujrang Bappoo Gungnooba Khatreescaaly punch Mookhy Marrooty's gully near the Bholoswer..         | do. | 1 Gujawoo Mahariu H. M. Gih r. Colaba . do.   | do. |
| 1 Mr. Miam Acboor, servant to Nobabo the Maggoom.   | do. | 1 Parcel from Mirzapore, containing Drugs.. do.   | do. |
| 1 Succeram Newsakur   | do. | 1 Ditto from Nagpore, containing 6 Leaden Handles for Knives..  | do. |
| 1 Nathoo Mhar.  | do. | 1 Cornelion Handle for do. broken in 2 pieces...do.   | do. |
| 1 Joze Xavier Gomes, cook of the Captain Eman,  | do. |   |     |
| 1 Moulvee Moosheo ood Deen, lately of the office of Persian interpreter to the Com-maader in Chief. | do. |   |     |
| 1 Mr. Lawrence de Rozario, small Colaba.  | do. |   |     |
| 1 Hurree Sheepy, tent maker, residing near sailors tavern, Dhoby tallao.                            | do. |   |     |
| 1 Elizabeth Ronark, residing at Mr. Lucuss, Island of Colaba. ....                                  | do. |   |     |
| 1 Ao Senhor Mathias da Silva..  | do. |   |     |
| 1 Baptista Fereitas, King Barracks, 1st Compy. do.  | do. |   |     |
| 1 Shaik Cadur, care of Sheik Chand, Bhovo-kaur street .   | do. |   |     |
| 1 Iagadroo Sing Richard Store Office...   | do. |   |     |
| 1 Chatoo Cutty..  | do. |   |     |
| 1 Juasuff..   | do. |   |     |
| 1 Auller Serang..   | do. |   |     |
| 1 Pattama Aumah care of Commissary Brush.. do.  | do. |   |     |
| 1 Mahomed Yacoob Dulvee, Tanbker Mohole, do.  | do. |   |     |
| 1 Rungomoda Moody, Bullock contractor in  | do. |   |     |

E. E. ELLIOT,  
Post Master Genl.

Bombay Genl. Post Office, }  
29th July 1840. }

### High Water

IN THE HARBOUR UNDER THE FOLLOWING DATES

		A. M.	P. M.		
1840.		H.	M.	H.	M.
July	30th Thursday.....	00	04	00	18
..	31st Friday.....	00	40	00	57
Augt.	1st Saturday.....	1	14	1	31
..	2nd Sunday.....	1	47	2	04
..	3rd Monday.....	2	22	2	41
..	4th Tuesday.....	3	01	3	21
..	5th Wednesday....	3	42	4	07