



# Bombay Government Gazette.

PUBLISHED BY AUTHORITY.

[In advance 3 Rs. per quarter.]

THURSDAY, 22ND AUGUST 1844.

[Four annas per Copy.]

## NOTIFICATION.

*Bombay Castle, 4th August 1831.* GENERAL DEPARTMENT.  
 The Right Hon'ble the Governor in Council having sanctioned the publication of a weekly paper to be styled the "BOMBAY GOVERNMENT GAZETTE," notice is hereby given, that after this day all advertisements and other public papers of the government will be printed in the BOMBAY GOVERNMENT GAZETTE only: and all orders or other public notices, appearing in that paper, under the signature of the secretaries, or other public officers of the government, are hereby ordered and directed to be conformed to and obeyed accordingly.

*Bombay Castle, 18th January 1832.*

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

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

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

## Notice.

Verbal tenders will be received at this Office at 1 o'clock on Saturday next the 24th instant, for the supply of the following articles, viz.

- 2 Plane Beading Europe.
- 1 Compass Steering ship Transparent Compt.
- 1 Desk Teakwood . . } Dimensions may be
- 3 Presses ditto . . } seen at this office.
- 6 Do . . do . . common }
- 10 Pounds Rhuhab Powder,
- 10 Cwt. Clay Pipe.
- 12 Sheets Paper Drawing 3 feet by 2.
- 1 Case Instruments, Mathematical 1st sort,
- 13 Pints, by measure Aromatic Spirit of Ammonia.
- 2 Single poled Tents, Fly 23 feet square, shells 15 feet square, 4 feet between Walls, 4 feet between top of Shell & top of Fly, 4 cloths in Fly Chintz lining to Shells Colour optional, height of Inner Kaunauth 6-6 feet, Height of outer Kaunauth 6 feet, with Checks &c. but no carpets required.

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.

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

J. B. DUNSTERVILLE Lieut.  
 Sub. Asst. Commy. Genl.  
 for Deputy Commy. Genl.

Bombay Deputy Commy. Genl's. }  
 Office, 20th August 1844. }

## NOTICE

Is hereby given, that persons desirous of entering into a Contract for Supplying good wholesome Biscuit and Flour to the Commissariat and also to the Indian Navy, for a period of two years, commencing on and from the 1st day of November next, may on application at this Office from 10 A. M. till 5 P. M. daily (Sundays excepted,) obtain a list of the prices and such other information relating thereto, as they may require.

Verbal offers for the Contract will be received at this Office at 12 o'clock on Monday the 2nd proximo, when persons will be required to bid a per centage below the prices exhibited in the abovementioned list, upon an understanding that the Contractor is to take the Hon'ble Company's Bakery situated within the Fort at a rent of Company's Rupees one hundred per month, the occupant to make the requisite repairs, and to be responsible for accidents from fire.

The Contractor will be required to comply immediately with all emergent demands for the articles included in the abovementioned list, and others of less urgency must be met within the period stated in the supply notes, in failure thereof, the articles or such others as may be required in lieu, will be purchased at his risk and loss, and in all such cases an advance of Rupees (30) thirty per cent upon the amount of the expences incurred, or a fine of Rupees (50) fifty, at the option of the executive officer will be levied as liquidated damages for each and every such breach of contract as often as the same may occur.

No person will be allowed to bid for the Contract unless he previously deposits in this Office the sum of one thousand Rupees, which will be forfeited in the event of delay, evasion or refusal to execute the necessary deed of Contract, should his offer be accepted he must be prepared to produce either Company's paper, or unexceptionable personal Security to the extent of twelve thousand Rupees for the due performance of the engagement.

The Annual outlay on account of this Contract is estimated at Rupees (18,010) or thereabouts. Further particulars will be communicated at the time of bidding, and no reason will be assigned for rejecting any offer.

D. DAVIDSON, Capt.  
 Deputy Commy. Genl.

Bombay, Deputy Commissary }  
 Genl's. Office, 13th Aug. 1844. }

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 Honorable Company, from 1st April to 30th June 1844, 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.
1844. April.	1st Lieut. J. Pottinger, Paymaster 1st Battalion Artillery.	Corporal Wm. Wallace, 1st Battalion Artillery.....	23 10 3	
	Ditto..... do.....	Bombardier Joseph Bonner,.. do.....	39 13 ..	} Paid Capt. J. Swanson, Military Pay Master on the 4th July 1844, as per Military Secretary's Letter of the 1st May 1844.
	Ditto..... do.....	Gunner Thos. Brion,..... do.....	27 5 1	
	Ditto..... do.....	" Owen Curtain,..... do.....	39 6 4	
	Ditto..... do.....	" Martin Kennedy..... do.....	54 4 4	
	Ditto..... do.....	" Michael Day,..... do.....	70 .. 4	
	Ditto..... do.....	" P. Sullivan,..... do.....	14 6 ..	
	Ditto..... do.....	" M. Buird,..... do.....	344 10 1	
	Ditto..... do.....	" Joseph Platt,..... do.....	85 3 ..	
	Ditto..... do.....	" James Beddow..... do.....	13 14 4	
	Ditto..... do.....	" Thos. Drummond,.. do.....	60 13 1	
	Ditto..... do.....	" John Mooney,..... do.....	134 2 3	
	Ditto..... do.....	" D. Boland,..... do.....	41 .. ..	
	Ditto..... do.....	" J. Henderson,..... do.....	34 11 2	
	Ditto..... do.....	" Sandford Balingall..... do.....	36 4 2	
	Pay Master Northern Division Army.....	Lieut. J. N. Grant, 1st Regt. Bombay E. I.....	70 13 ..	} Paid S. Compton Esq. Eccl. Regr. on the 16th April 1844.
	Military Secretary to Government.....	Major G. Moore, 24th Regt. N. I.....	253 3 7	
	Captain J. S. Unwin Comg. 2nd B. A.....	Serjeant J. Skilton, 2nd Battalion Artillery.....	131 4 5	
9th	Captain A. S. Rowan, in charge 1st T. Horse Art..	Gunner Edward O. J. Veill, 1st Troop Horse Art.....	40 11 ..	
	Ditto..... do.....	" R. Humphreys,..... do.....	116 15 4	
	Ditto..... do.....	" Francis Byrne,..... do.....	135 10 7	
	Ditto..... do.....	" James Sheppherd..... do.....	385 8 10	
15th	Lieutenant J. Kempt, of the 1st B E. R.....	Private John Stewart.....	10 10 6	
	Ditto..... do.....	" John Hatchell, 1st Bombay Eur. Regt.....	42 9 7	
	Ditto..... do.....	" Peter Collins,.....	78 6 ..	
	Ditto..... do.....	" Owen Reardon, 1st Bombay Eur. Regt.....	73 8 ..	
	Ditto..... do.....	Recruit Cahill,.....	15 2 2	
	Military Secretary to Government.....	Serjeant James Smith, 2nd B. Art.....	93 15 ..	
20th	Major Bruce Seton, Town Major..	Assist. Surg. S. McMorris, of the Med. Service....	618 3 ..	
	Ditto..... do.....	" J. Ranclaud, of the 6th Regt. N. I.....	172 1 6	
22nd	Military Secretary to Government..	Capt. Bartlet, of the 26th Regt. N. I.....	2824 1 ..	
	Ditto..... do.....	Ditto..... do.....	253 14 3	
	Ditto..... do.....	Ensign Bouchier, 25th Regt. N. I.....	648 7 5	
29th	Captain J. S. Unwin, Comg. 2nd B. A..	Corporal W. Frame, of the Sappers & Miners attached 2d B. A.	7 .. ..	
May.	3rd Military Secretary to Government.....	Ensign Liddle, 6th Regt. N. I.....	585 3 7	

1844.								
May	9th	Ditto.. .. do.. ..	Major G. More, of the 24th Regt. N. F.....	1400	..			
		Major E. A. Guerin, Com. 2nd Rt. E. L. I.....	Private James Miller 2nd Regt. Eur. L. F.....	31	..	6		
		Ditto....	.. M. Leader,.....	17	..			
		Ditto....	.. John Phillips,.....	86	11	11		
		Ditto....	.. James Brooks,.....	18	7	11		
		Ditto....	.. E. Griffith,.....	9	7	11		
		Ditto....	.. James Woods,.....	10	8	7		
		Ditto....	.. John Wood,.....	32	11	9		
		Ditto....	.. Robert Patrick,.....	13	15	9		
		Ditto....	.. C. J. Nally,.....	10	10	9		
		Ditto....	.. Anthony Egan,.....	55	1	7		
	10th	Captain J. S. Unwin, Comg. 2nd B. A. ....	Serjeant Thomas Swift,.....	386	5	4		
		Ditto....	Bombardier M. Collaman, 1st Company 2nd Batt. Art.....	26	14	7		
	28th	Lieutenant R. Brett, Comg. 1st or Leslies Troop...	Gunner W. Prendergast, of the 1st or Leslies Troop..	194	7	5		
June	1st	Major M. Willoughby Fort Adjutant....	Serjeant James Beer,.....	15	7	9		
	4th	Captain G. Hutt..	Conductor Casswell,.....	493	..	1		
	7th	Lieut. F. Sandwith, Adjutant 2nd Rt. E. Lt. I.....	Private P. Crewley, 2nd Regt. Eur Lt. E..	21	..	8		
		Ditto....	.. P. Walsh,.....	19	6	10		
		Ditto.. .. do.. ..	.. D. Bonner,.....	38	3	7		
		Ditto.. .. do.. ..	.. R. Devey,.....	23	3	9		
		Ditto.. .. do.. ..	.. W. Mercer,.....	28	2	..		
		Military Secretary to Government..	Ensign Leventon,.....	35	5	..		
		Ditto.. .. do.. ..	.. Strachey,.....	747	2	..		
	12th	Lieut. Col. J. Soppitt, Comg. 1st Bt. E. Regt. ....	Private Peter Collins, 1st Bombay Eur. Regt. .	77	13	7		
	15th	Lieut. F. Wemyss, Comg. Sappers and Miners..	1st Corporal L. McMahon, of the Sappers and Miners..	254	14	3		
		Ditto.. .. do.. ..	2nd .. W. Frame,.....	25	..	11		
		Military Secretary to Government..	Assist. Surg. J. H. Carter, of the Medical Establishment.....	775	14	4		
		Ditto.. .. do.. ..	Ensign F. F. Strachey, 9th Regt. N. I. ....	707	7	11		
			Rupees....	13,132	6	10		

N. B.—It is hereby notified for the information of those concerned, that all claims to the above Estates, if not preferred at the office of the Military Secretary within six months from the date of this advertisement, will not be admitted in India.

Bombay Castle, Accountant General's Office, 20th July 1844.

ERRORS EXCEPTED,

W. R. MORRIS, Accountant General.

AMENDED REGISTER of sums deposited in the Honorable Company's Treasury at Bombay, on account of Estates of deceased Officers and Seamen of the Indian Navy, from 1st April to 30th June 1844, 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.
1844				
April.	4th Mr H. Williams, Clerk in Charge of the Hon'ble Company's S of W. Clive	John Pickle, Able Seaman of H. C. S. of W. Clive	Rs 9 4 7	
..	.. Ditto	Edward Cocker ditto	143 13 11	
..	.. Ditto	J. Jourdan ditto	49 13 1	
..	11th Military Secretary to Government	James Henry, Seaman of the H. C. Steamer Acbar	43 10 5	
May.	8th Lieut. A. McDonald Commanding Hon'ble Company's Schooner Mahi	Henry Parker, writer of the H. C. Schooner Mahi	49 1 8	
..	.. Ditto	George Boy Davis, ditto	8 12 4	
..	16th Mr. J. Smith Purser of the Honorable Company's Steam Frigate Acbar	J. Hendry, Qr. Gunner of the H. C. Steam Frigate Acbar	39 3 7	
..	.. Ditto	Robert Norval, Ordinary Seaman	96 6 5	
..	.. Ditto	Edward Harris, ditto	15 4 2	
..	.. Ditto	R. Caulker Walker, ditto	126 7 2	
..	.. Ditto	John McCall, Able Seaman	131 7 9	
..	.. Ditto	Alex. Robertson, ditto	172 4 3	
..	.. Ditto	James Harris, Boatswain's Mate	198 4 6	
..	.. Ditto	J. McDonald, Stoker of the	564 2 3	
..	.. Ditto	John Bell, ditto	408 14 ..	
..	.. Ditto	James Patterson, ditto	570 2 4	
..	.. Ditto	W. McNeilloje, ditto	588 13 7	
June.	19th Captain A. H. Nott, Indian Navy	Wm. Hills Acting Gunner in the Indian Navy	325 9 2	
..	26th Mr. W. S. W. Graham, Purser Indian Navy	Peter Leitch, Carpenter's Mate	130 9 2	
..	.. Ditto	A. Bruce, Boatswain's Mate	129 8 3	
..	.. Ditto	Augustus Barnes, Able Seaman	23 4 2	
..	.. Ditto	W. Pine, ditto	77 4 4	
..	.. Ditto	George Dixon, Sailmaker	158 12 5	
..	.. Ditto	George Roach, Able Seaman	28 .. 4	
..	.. Ditto	James Hall, ditto	48 13 1	
..	.. Ditto	John Fearon, Ordinary Seaman	20 9 2	
..	.. Ditto	Wm. Bill, Able Seaman	18 13 10	
..	.. Ditto	James Ward, Ordinary Seaman	27 15 5	
..	.. Ditto	M. J. Jones, Rey	110 1	
..	27th Mr. Patterson, late Clerk in Charge Hon'ble Company's Brig Palinurus	Wm. Spencer, Sailmaker's Mate of the Hon'ble Company's Brig Palinurus	131 1 10	
			Rupees ... 4,337 13 3	

N. B.—It is hereby notified for the information of those concerned, that all claims to the above Estates, if not preferred at the Office of the Military Secretary within six months from the date of this advertisement will not be admitted in India.

Bombay Castle, Accountant General's Office, 16th August 1844.

ERRORS EXCEPTED,  
W, R, MORRIS, Accountant General.

**Notice**

Verbal Tenders will be received at this Office on Monday the 26th instant, from persons willing to undertake the construction of a set of Troughs, Sheds &c. on the Esplanade for the use of the Dhobies, and for farming the fees to be levied for the use of the same.

The Plans and Estimate of the quantity of labour and materials to be expended will in the mean time remain open for inspection and any additional information be afforded.

T. M. B. TURNER, Capt.  
Garrison Engineer at the Presidency.

Bombay, 16th August 1844.

**जाहिर नामु**

अहेतुने घोषीयां शाहू हांप कूपर टीकी  
आ तथा कूपरांया वीउरे भांधवानुं हांम  
तथा ते वापरवां जहल जे दशागुरी जेवामा  
आवशे तेने जणरो जेवानी जे लोकोनी  
पुरी होमे तैवीनां मुजयजानी अरजे  
यालता महीनानी तारीम रु६ शीमवारने  
रोजे गारीशानं जणनेरना हुप्रीशामां शांत  
ली जेशी \*

नफशायां तथा मजुरी अने शांमानं जे  
दलो लाउशे तेनां अजमाशानी जभादी हर  
मानं जीवा शाहू कृपाडी रेशे अने फीजु  
फंड पुठु होमे तैपल माजुंम पदशे क  
दी-जेम-जी-दरनर-कपतानं

मुंजजना गारीशानं जणनेरे

ता. १५ आगस्ट शने १८४४  
जशवी मुहांम मुंजज गारीशानं  
जणनेरनुं हुप्रीश क

W. ESCOMBE, Secy. to Govt.

**जाहोर नामा**

ऐसाजे घोषी लोकाकरितां कापावर टाका  
त्र कूपरां वगैरे बांधण्याची व तीं वापरण्यावदल  
त्याजवर दसुरी घेतिल ह्याचा मक्का जेण्याची  
ज्यालोकाचिरुमो असेल त्यांचे मुखजवानी अजं  
बालते महिन्याचोतारीख २६ सोमवारचे रोजो  
ग्यारीसन इंजिनोयरचे आफोसांत ऐकुन घेतोल  
नकाशे व मजुरि व सामान कीति लागेलत्या  
चे आकाराच्या यादी दरम्यान पाहावयास उष  
बाराहातिल व दुसरें काहें पुसणे आसच्यास ते  
हिमालुम हेादल

**निघाणो**

टी. एंम. बी. टर्नर कपतान  
मुंबदचेग्यारिसन इंजिनोयर

तारीख १५ माहे आगष्ट सन १८४४ दसवी मु  
काम मुंबद ग्यारिसन इंजिनोयरचे ओफोस

W. ESCOMBE, Secy. to Govt.

**Notification.**

MARINE DEPARTMENT.

The Hon'ble the Governor in Council is pleased to notify, that the Suez Mail Steamers will be despatched from Bombay during the ensuing month, on the undermentioned date, viz:—

The September Packet, on the 27th August.

It is probable that for the months of July, August, and September, Steam Frigates may be employed to convey the Mail between Bombay and Aden. It is accordingly notified, that in such Vessels, accommodation for Passengers in limited numbers, and on the Deck only, can be expected.

By order of the Hon'ble  
the Governor in Council,

P. M. MELVILL, Lieut. Col.  
Secy. to Govt.

Bombay Castle, 13th April 1844.

**Notice**

Is hereby given, that the Overland Mail to be conveyed by the Hon'ble Company's Steamer "Ackbar" to Suez, will be closed at this Office on Tuesday next the 27th instant, at 3 o'clock P. M.

The after Packet will be kept open until 4 o'clock and no letters will, under any circumstances be received after that hour. Prepaid letters via Southampton will not be received after 3 o'clock.

JOHN GORDON,  
Post Master General.

Bombay, Genl. Post  
Office, 20th August 1844.

**Notice.**

All persons having claims on, or indebted to, the estate of F. A. Richardson Esq; deceased, late an Assistant Surgeon in the Hon'ble Company's Service, Bombay Establishment, are hereby required respectively, to make known the same to, and to settle for all amounts due, with the undersigned, within one month from this date.

S. TURNBULL, Capt.

Acty. President of Committee of Adjustment.  
Ahmednuggur, 16th August 1844.

**INSOLVENT DEBTORS COURT.**

Days appointed for hearing

Thucker Jadowjee Heerjee 1st Monday in  
September next, at 11 o'clock A. M.  
Josee Kara Leeladhur, . . . ditto . . . ditto.  
Manekchund Goolabchund, ditto . . . ditto.  
Ramchunder Sadasew . . . ditto . . . ditto.

Opposing Creditors must file their claims verified by affidavit, and pay the usual fees at the Chief Clerks Office at least 3 days before the above named Insolvents have filed Schedules of their Estates and effects in my Office.

J. P. LARKINS,  
Chief Clerk.

Bombay, 20th August 1844.

नजला देवादारोनी फोरट मधे

शीतलवधाना हासि दरावेला

६५२ पावयज हीरज १ लो शीमवार आ.

वता शपटंभर मडीनांनो ११ कलाफे शया  
रने पारे \*

जेशी कारा लीलाधर दाडो कूपर लजा प  
रमांणे \*

मांणेकयंद अलाभयंद दाडो कूपर लजा प  
रमांणे \*

शामयंदर शदाशीव दाडो कूपर लजा पर  
मांणे \*

माडा आवनार लेहनादारो पोतानां दा  
वा शांनानांमाथी शाखुल करेला शाये थी  
प्र कलारक शांजनी हाफ्रीशमो ओंठाओ  
ओंठा दीन उ अगाठुथी दाभल करवा जे  
धमे ने तेनी ठरावेली प्री अंतले दशगुरी  
पंण आपवी ते कूपर कमेला फंगालोमे पो  
त पोतानीलेण देननी दीप ह्मारी हाफ्रीश  
मो नोधावीके \*

१ जे—पी—कारकीनश शांजिण

थीप्र कलारक शडी

श्री मुंजाधनां थीप्र कलारक

शांजनी हाफ्रीश तारीप २० मी

अगाशर शने १८४४ \*

(A True Translation.)

JOHN VAUPELL,  
Chief Translator.

### OPIUM MEMORANDUM.

Passes granted at Indore under the Proclamation  
of 1843 | 44, from 27th October 1843, to  
the 27th ultimo.... Chests 13,325  
Ditto at Bombay from the 17th October  
1843 to the 20th instant....., 657

Chests.. 13,982

#### IMPORTED.

Under the passes granted previous to  
the 1st October 1843.... Chests 3,744  
Ditto the Proclamation of 1843 | 44  
from the 1st October 1843 to the  
14th instant....., 13,801½  
Ditto from the 15th to the 21st  
instant....., ,, 13801½

Chests, 17,645½

#### EXPORTED.

From the 1st October 1843 to the  
14th instant..... Chests 16,713  
Per Ship Mayaram Dayaram.... 83

Chests 16,796

H. H. GLASS,  
Opium Agent.

Bombay, 21st August 1844.

### Advertisement.

Passage is required for the conveyance of  
(18) eighteen Native Convicts, & (3) three time  
expired Convicts, (more or less) to Sing-  
apore. Also for two European Convicts to  
the Isle of France, Calcutta, or direct to Van  
Dieman's Land.

Tenders will be received by the Superinten-  
dent Indian Navy, for passage to London,  
for a Quarter Master Sergeant (a Lunatic) of  
the Artillery, and a Steerage passage to Lon-  
don for two time-expired Boiler Makers; also  
one Invalid, and one time expired Engineer.

The Tenders should specify the rate per  
head, whether the vessel has a Surgeon on  
board, and the date when she will leave.

A Scale of victualing should accompany the  
tender.

By order,

H. B. LYNCH,  
Assist. Supt. I. N.

Bombay, 21st August 1844.

### Notice

Is hereby given, that the undermentioned  
Farms in the Tannah Collectorate, will be  
sold by public auction, on Monday the 2nd of  
September next, at the Office of the Collector  
of Tannah, viz:—

1. Passage Boat Farms. } To be let from the 1st
2. Snuff. ditto. .... } October 1844, to the 30th
3. Lime Pebbles. ditto. } September 1845.
4. Liquor Farms..... } Ditto 1st Nov. 1844,
5. Licences for the re- } to the 31st Oct. 1845.
- tail of Opium..... } For the year 1844 | 45,
- commencing from Kar-  
tick Shoodh Prattisspada  
Shuke 1766 to Ashvin Vud  
Amwassea Shuke 1767.

The conditions of sale, and any other parti-  
culars, may be learnt on application at the  
Office of the Collector of Tannah.

J. S. LAW,  
Acting Collector.

Tannah, 8th August 1844.

ज्याहोरनामा सरकार दौलतमदार कंपनीदं  
येज बाहादुर वियमान ज्यांन सदरलेंड लासा हे  
व दसकोचर बाहादुर आगटोंग कलेकटर जो  
ल्हा ठाणे हा जाहोरनामा सर्वाम महशूर व्हाव  
याकरितां प्रगट केला जातो जे ह्द सवान मि॥  
श्रावण वा१५ सोमवार शके १७६६ क्रोधोनाम  
संवत्सरे दयेजी तारोख रमाहे सपटंबरसन १८४४  
चेरोजों खालों लिहिले कलमाचे मन्ते ठाणेचे  
ये कलेकटर माहेवाचे कचेरींत उघडे लेलावां  
त विकले जातील तेयेणेप्रमाणे.

१ तरीचामक्ता } त॥१ आक्टंबर सन  
२ तपकीरीचा मक्ता } १८४४ तागादत तारो  
३ कड मक्ता } ख ३० सपटंबर सन  
४ दाससच्याचा मक्ता त॥ १८४५ वारमाही  
१ नवंबर सन १८४४ पासुन त॥३१ आक्टंबर  
सन १८४५ पयत

५ आफु वीकरीचे रजाचीठीचा मन्ना सन  
१८४४१४५ सालचा द्वा कार्तीक शुद्ध १ शके  
१७६६ तागाइत आश्वीन वा २० शके १७६७  
पर्यंत

सदरुज मखत्या प्रकर्णी कलमवंदीवगैरे मा ज्या  
स पाहाण्याचा आमेल त्याणे ठाणे मुकामी आम  
चेदपत्रांत पाहावे जाणजे तारीख ८ माचे आ  
गष्ट सन १८४४ इशवि.

J. S. LAW, *Acty. Collr.*

### Notice

Is hereby given, that persons desirous of entering into a Contract for supplying Hospital and Office furniture &c. to this Department for the term of two years from the 1st day of September next, may on application at this office from 10 A. M. till 5 P. M. daily (Sundays excepted) obtain a list of the prices and such other information relating thereto as they may require.

Verbal offers for the Contract will be received at this Office at 12 o'clock on Friday the 23rd instant, when persons will be required to bid a per centage below the prices specified in the above mentioned list, and they must undertake to deliver the whole of the Articles embraced therein in such number or quantities as may from time to time be demanded, of unexceptionable quality, material and manufacture to the Departments requiring them, free of all transit or other incidental expences.

The Contractor will be required to comply immediately with all emergent demands for the articles comprised in the above mentioned list and others of less urgency must be met within the period stated in the Requisition book, in failure thereof, the articles or such others as may be required in lieu will be purchased at his risk and loss, and in all such cases an advance of Rupees (30) thirty per cent upon the amount of expences incurred or a fine of Rupees (50) at the option of the executive officer will be levied as liquidated damages for each and every such breach of contract as often as the same may occur.

No person will be allowed to bid for the Contract unless he previously deposits in this office the sum of Rupees (400) Four hundred in cash, which will be forfeited in the event of delay, evasion or refusal to execute the necessary deed of Contract, should his offer be accepted he must be prepared to furnish bonded security to the extent of Rs. (800) eight hundred, which together with the above cash deposit will be held as security for the due performance of every part of the engagement.

The annual outlay on account of this Contract is estimated at Rupees (12,335) or thereabouts; all further particulars will be communicated at the time of bidding and no reason will be assigned for rejecting any offer.

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

Bombay, *Depty. Commy. Genl's.* }  
Office, 6th August 1844. }

### Notice

Is hereby given, that persons desirous of entering into a contract with this Department for supplying Tin Ware of Country manufacture

for the term of two years, from the 1st day of September next, may on application at this Office from 10 A. M. till 5 P. M. daily (Sundays excepted) obtain a list of the prices and such other information relating thereto as may be required.

Verbal offers for the contract will be received at this office at 12 o'clock on Friday the 23rd Instant, when persons will be required to bid a per centage below the prices exhibited in the above mentioned list, on the understanding that the articles are to be of good quality and delivered in good condition free of all charges to the Indenting Departments.

The Contractor will be required to comply immediately with all emergent demands for the articles included in the above mentioned list, and others of less urgency must be met within the period stated in the Requisition Book, in failure thereof, the articles or such others as may be required in lieu, will be purchased at his risk and loss, and in all such cases an advance of Rupees (30) thirty per cent upon the amount of expences incurred or a fine of Rupees (50) fifty, at the option of the executive Officer will be levied as liquidated damages for each and every such breach of Contract as often as the same may occur.

No person will be allowed to bid for the contract unless he previously deposits in this office the sum of Rupees (100) One 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 (100) One hundred, which also will be held as security for the due performance of the engagement.

The annual outlay on account of this Contract is estimated at Rupees (600) or thereabouts. Further particulars will be communicated at the time of bidding, but no reasons will be assigned for rejecting any offer.

D. DAVIDSON, Capt.  
*Deputy Commissary General*

Bombay, *Depty. Commy. Genl's.* }  
Office, 6th August 1844. }

### Interpretation

*On Section III of Regulation IV of 1830.*

On a question referred it was declared that besides those cases provided for by the Interpretation of 20th September 1841 Any sentence passed by an Assistant Magistrate may be quashed by the Magistrate, and the case committed for trial to the Session Court.

In Re Kumabhaee Ogurbhaee and Muckunbhaee Ogurbhaee.

*By the Sudder Foujdaree Adawlut.*

W. H. HARRISON,  
Register,

Bombay, *Sudder Foujdaree Adawlut,* }  
14th August 1844. }

**GENERAL ORDERS,**

BY THE HON'BLE THE GOVERNOR IN COUNCIL,

*MILITARY DEPARTMENT.*

BOMBAY CASTLE, 16TH AUGUST 1844.

No. 475 of 1844.—The following order is confirmed.  
An order by Major Woodhouse, dated 22nd July 1844, appointing Ensign H. T. Briggs, to act as Adjutant to the 6th Regiment Native Infantry, during the indisposition of Lieutenant Field, or until further orders.

No. 476 of 1844.—The following appointment is made.

*2nd Regiment Light Cavalry.*

*Date of appointment.*

Lieutenant E. H. Simpson, to be Adjutant, vice Taylor, who resigns the situation..... 24th July 1844.

No. 477 of 1844.—The Hon'ble the Governor in Council is pleased to notify, that Assistant Surgeons F. Broughton, and J. C. Trestrail, have passed the examination in Hindoostanee prescribed by the Regulations.

No. 478 of 1844.—The Hon'ble the Governor in Council is pleased to direct the abolition of the Corps of Engineer Lascars from the 1st Proximo, and to sanction the entertainment of the following Establishment in lieu of that body, viz.

For Guarding the Esplanade.	{ 1 Muccadam at Rs. 8 per mensem.
	{ 8 Peons.... at ,, 7 ditto.
For the clearing and preserva- tion of the fortifications.	{ 2 Muccadams at ,, 9 each, ditto with such number of Labourers as may be indispensably necessary,

such men of the Corps of Engineer Lascars as are incapable of further service, and have not completed the period to entitle them to Pension, are to be forthwith discharged, whilst those who are considered fit for further duty are to be retained until absorbed, and are to be employed as above, under the orders and control of the Chief Engineer.

*Bombay Castle, 17th August 1844.*

No. 479 of 1844.—The following despatch from the Honorable the Court of Directors No. 36 dated 3rd July last, is published for general information.

The undermentioned Officers have been permitted to return to their duty, viz.

Captain C. N. Treasury.

W. G. Hebbert, overland September or October.

Thomas Postans in October.

2nd Lieutenant J. H. Burke.

*Bombay Castle 19th August 1844.*

No. 480 of 1844.—The following Extract Para. 2 of a despatch from the Honorable the Court of Directors, No. 35, dated 3rd July last, is published for general information.

*Letter dated 10th January 1844. No. 1.*

Forward memorial from Mr. (late Brevet Captain) Mills, praying that some provision may be granted him for his future support. Para. 2 In consideration of the recommendation of the Court Martial in Captain Mill's favor, and of his distressed circumstances, we authorise you to pay to him an allowance of thirty (30) Rupees per month, commencing from the date of your present despatch.

No. 481 of 1844.—Captain G. I. Jameson, of the 4th Rifle Regiment Native Infantry, Deputy Military Auditor General, is permitted to proceed to Egypt, with leave of absence for two years, from the date of his embarkation, for the benefit of his health.

*Bombay Castle, 21st August 1844.*

No. 482. of 1844.—Lieutenant Curtis, Executive Engineer at Aden, is directed to return to that Station by the earliest available opportunity. The General Order of the 29th of January last, No. 97, is to be considered as cancelled, Lieutenant Curtis, having been detained under the authority of Government until this time.

No. 483 of 1844.—The following despatch from the Hon'ble the Court of Directors, No. 32, dated 3rd June last, is published for general information:

Adverting to your letter in this Department dated 29th April 1843, Para. 2nd submitting an application for the benefit of "Lord Clives Fund" from Mrs. Teasdale widow of the late Major H. C. Teasdale, of the 25th Regiment N. I., we have to apprise you, that we have admitted Mrs. Teasdale to the benefits of this Institution from the date of her husband's decease, viz: 17th February 1843.

No. 484 of 1844.—The Regimental order by the Officer Commanding the Scinde Irregular Horse, appointing Duffadar Mhobut Khan to be Jemedar, vice Jemedar Meer Baber Ali discharged from the service, is confirmed.

No. 485 of 1844.—The order by Brigadier Hughes c. n. dated Mhow the 1st August 1844, directing 2nd Lieu tenant McDougall of the Horse Artillery, to receive charge of the Ordnance Depot at that Station, during the absence of Brevet Captain Creed on leave to the Presidency, is confirmed.



No. 486 of 1844.—The undermentioned Officers are allowed a furlough to Europe, for three years for the benefit of their health.

Brevet Captain J. B. Woosnam, of the Artillery Ensign, H. W. Holland, of the 13th Regiment Native Infantry.

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

**MARINE DEPARTMENT.**

Bombay Castle, 16th August 1844.

No. 91 of 1844.—The leave of absence granted to Mr. Midshipman G. E. G. Way, in General Order No. 78 dated 2nd ultimo, is extended to the 31st instant.

No. 92 of 1844.—Messrs. Archibald McNeil, and George Buchanan, 3rd Class Engineers for the Indian Navy, arrived from England by the Ship Oriental on the 10th instant.

Bombay Castle, 19th August 1844.

No. 93 of 1844.—The following despatch from the Honorable the Court of Directors No. 38 dated 26th June ast, is published for general information.

No. 38 of 1844.

Marine Department.

OUR GOVERNOR IN COUNCIL AT BOMBAY.

We have permitted Commander Henry C. Boulderson of the Indian Navy to return to his duty.

We are &c.

London, 26th June 1844.

(Signed) JOHN SHEPHERD,  
and the Court of Directors.

Bombay Castle, 21st August 1844.

No. 94 of 1844.—The following despatch from the Hon'ble the Court of Directors No. 39 dated 26th June last, is published for general information.

We have granted Commander T. G. Carless of the Indian Navy a further extension of leave for the period of six months.

No. 95 of 1844.—The following despatch from the Honorable the Court of Directors, No. 44 dated 3rd ultimo, is published for general information.

Mr. James Arnold Heathcote, who attained the age of 17 years on the 11th February last, and is now on his way to Bengal on the Ship "Lord Hungerford" having produced certificates of his qualification for the service under the established Regulations has been appointed by us a volunteer for the Indian Navy, subject to its being certified to you by two practising Surgeons that he has no mental bodily defect that may disqualify him for military or Naval Service.

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

**PACKETS.**

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

NAMES OF VESSELS.	AGENTS.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	TOUCHING WHERE.
A Steamer.....	Superintendent Indian Navy.....	27th August.....	Suez.....	Aden.
Mary Ann.....	Messrs. W. Nicol and Co.....	30th instant.....	Clyde.....	
Lysander.....	" Brownrigg & Co.....	24th ditto.....	China.....	
Quintin Leitch.....	" Ritchie Stewart and Co.....	5th Proximo.....	Calcutta.....	
Delhi.....	" Dirom Hunter & Co.....	10th ditto.....	Liverpool.....	
Monarch.....	" Forbes & Co.....	Despatch.....	China.....	Tutocorea.
Sophia.....	" Ditto.....do.....	Ditto.....	Do.....	
Larne.....	" McVicar Burn & Co.....	Ditto.....	Do.....	
Britannia.....	" Frith and Co.....	Ditto.....	London.....	

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

Bombay, General Post Office, 21st August. 1844.

JOHN GORDON,  
Post Master General.

**Civil Appointments &c.****TERRITORIAL DEPARTMENT.****REVENUE.***Bombay Castle, 21st August 1844.*

Mr. H. P. St. G. Tucker, third Assistant to the Collector of Surat, is allowed leave of absence for six weeks, from the 5th proximo, to proceed to the Presidency for the purpose undergoing an examination in the Goozerattee Language.

Mr. C. G. Prendergast, 1st Assistant to the Collector of Khandeish, is allowed to leave his station from the 11th Instant, for the purpose of proceeding to the Presidency for the benefit of his health.

Mr. A. B. Warden, 3rd Assistant to the Collector of Sholapore, is allowed leave of absence for a period of two months, commencing from the 3rd proximo, to visit the Presidency for the purpose of undergoing an examination in the Mahratta Language.

Mr. Gregor Grant, Collector of land revenue Bombay, and Superintendent of Stationary, is allowed an extension for a further period of one month, of the leave of absence granted to him under date the 12th ultimo.

**SEPARATE DEPARTMENT.***Bombay Castle, 21st August 1844.*

Mr. L. H. B. Tucker, attached to the Surat Collectorate, is allowed leave of absence from the 1st instant to proceed to the Presidency, for the purpose of preparing himself for an examination in the Hindoostanee Language.

*By order of the Hon'ble the Governor in Council.*

**E. H. TOWNSEND,***Secy. to Govt.***JUDICIAL DEPARTMENT.***Bombay Castle, 17th August 1844.*

Mr. S. Babington, Acting Assistant Judge and Session judge of Poona and Assistant Agent for Sardars in the Deccan, is allowed leave of absence, for five days, under section XII. of the Absentee Regulations, to proceed to the Presidency on private affairs.

Mr. H. Liddell, senior Assistant Judge & Session judge of Ahmednuggur for the detached station of Dhoolia, is allowed leave of absence until the 30th proximo, under sec: VI. of Absentee Regulation, to proceed to Poona for the benefit of his health.

*Bombay Castle, 21st August 1844.*

The Judges of the Sudder Dewanee Adawlut, have made the following appointments.  
Rao Sahib Succaram Khandoo, to be Sudder Ameen of Nassick.

Rao Sahib Govind Rao Jairam, to be Sudder Ameen of Sholapore.

**GENERAL DEPARTMENT.***Bombay Castle, 15th August 1844.*

First grade apprentice Pedro Antonio de Penha, attached to the Civil Native Hospital at Tannah, is permitted to resign the service.

*Bombay Castle, 21st August 1844.*

Second Grade apprentice Tannajee Sullimonjee, of the Civil Establishment, Ahmednuggur, to be first Grade apprentice, and probationer J. F. Mendez, of the Native General Hospital to be Second Grade apprentice, Vice de Penha.

Second Grade Apprentice H. De Rozario, on General duty Bombay, to be attached to the Civil Establishment at Tannah vice De Penha.

Assistant Surgeon J. F. Morier, is placed as a temporary arrangement in charge of the Medical duties of the Lunatic Assylum at Colaba.

*By order of the Hon'ble the Governor in Council,*

**W. ESCOMBE,***Secy. to Govt.***Military****Arrivals and Departures.****ARRIVALS.**

- 14th Aug.—Lieut. Col. Powell, Adj. Genl. from Poona.  
16th " — Captain H. Creed, H. B. 3d Troop, from Mhow.  
17th " — Lieut. J. Pottinger, Arty: from Ahmednuggur.  
18th " — Asst. Surg. R. P. Linton. Mad: Establishment  
" " — Lieut. J. L. Barrow, Mad. Arty: from Hydrabad.  
" " — Asst. Surgeon. C. McPherson, H. H. N. S.  
" " — Major H. Macan, 17th Regt from Sea.  
" " — Asst. Surg. E. B. Thring, from Calcutta.  
" " — " Blashly, from Do.  
" " — " S. Maltby, from Do.  
" " — " J. W. Fletcher, from Do.  
19th " — Surgeon John Ross, from Bagdad.  
" " — Vety. Surgn. J. S. Stockley, H. A. from Sydney.  
" " — Lieut. T. R. Rutledge, H. M. 17th Regt. from do.  
" " — Ensign Moore, H. M. 28th Regt. Do.

**DEPARTURES.**

- 16th " — Augt. Col. McPherson, C. B. H. M. 17th Regt. to Nuggur.  
20th " — Lieut. H. Heyman, 15th Regt: N. I. to Ahmednuggur.  
" " — Ensign F. Heyman, attached, do. to do.  
22d " — S. W. Seymour, Cavalry, to Poona.  
*Town Major's Office, 21st August 1844.*

**SHIPPING INTELLIGENCE.****ARRIVALS.**

- 15th August.—Barque Sir Herbert Compton, F. S. Boulton, from China 17th June.  
*Passengers.*—Mons. Cremont, and two Persians.  
American Barque Brenda, H. G. Bridges, from Salem 21st April and Muscat 6th instant.  
16th Do.—Barque Masdeu, J. H. Phillips, from China 4th June.  
17th " — Ship Futtelbury, Nacoda, from Judda 4th July, and Mocha 4th instant.  
*Passengers.*—Five Natives.  
18th " — Ship Helen, A. Byrne, from Mauritius 1st instant.  
*Passengers.*—Mons. Peston; Mr. Dobson; ten Arab grooms; fifty adult coolies, and two children.  
" " — Barque Athol R. Ker, from Greenock 8th May.  
" " — H. C. Steam Frigate Auckland, H. A. Ormsby Esq. from Calcutta 22nd July, Madras 31st Dec. and Point de Galle instant.  
*Passengers.*—Assist. Surgeons Thring; Fletcher, Maltby and Lay; three Native Doctors; Mr. S. Ross; one Invalid H. M.'s 40th foot; one Woman and four children.  
" " — Ship United Kingdom, J. Tewlon, from Sydney 28th June.  
*Passengers.*—Major H. Macan 17th B. N. I.; Lieut. T. J. Rutledge, H. M. 28th foot; Ensign F. G. Moore, and four rank and file H. M. 28th foot; Veterinary Surgeon J. S. Stockley Horse Artillery; Messrs Harper and Tarleton; three women and two children.  
" " — Ship John Adam H. St. Amour, from Bushire, 18th July, and Muscat 11th instant.  
*Passengers.*—Mesdames St. Amour and Arratoon; Dr. J. Ross H. C. S.; J. Loody Esq. H. M. C.; J. Field Artilleryman; Mr. Ratro Schrutten; and four liberated slaves from the Imaum of Muscat.

## DEPARTURES.

- 16th August.—Ship Mayaram Dayaram, C. Puddicombe, to China.  
*Passengers*—Mrs. Puddicombe and 5 children; seven Parsees; and two Natives.  
 ” ” —Ship Harriett Scott, F. Fowler, to Calcutta.  
*Passenger*.—Mr. Alex MacEvan.  
 ” ” —Ship Futtay Salan, Nacodah, to Calcutta.  
*Passengers*.—Seventy Natives.

P. W. LE GEYT,  
*Senior Magistrate of Police,*

Bombay, 21st August 1844.

FORT WILLIAM,  
 HOME DEPARTMENT,  
 LEGISLATIVE,

THE 20TH JULY, 1844.

The following Draft of a proposed Act was read in Council for the first time on the 20th of July 1844.

ACT No. — OF 1844.

*An Act for the punishment of offences committed by Convicts sentenced to imprisonment for life.*

Whereas it is expedient that offences committed by Convicts sentenced to imprisonment for life, should be punished with greater severity than such offences are punished with in other cases :

I. It is hereby enacted, that within the Territories subjected to the Presidency of Fort William in Bengal, except the local jurisdiction of the Supreme Court, any Convict sentenced to imprisonment for life, who does any act with the intention of thereby causing, or with the knowledge, that he or she is likely thereby to cause the death of any person, shall upon conviction thereof, be punished with death, or with transportation for life, whether such Convict does or does not by such act cause the death of any person.

II. And it is hereby enacted, that any such Convict as aforesaid who commits any offence whatever other than the offences mentioned in the preceding Section, or who is guilty of violent or disorderly conduct after having been punished by the order of the Superintendent of the Jail, in which he or she is confined, shall, upon conviction thereof be punished with transportation for life.

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

Ordered. that the said Draft be re-considered at the first Meeting of the Legislative Council of India after the 20th day of September next.

T. R. DAVIDSON,  
*Offg. Secy. to the Govt. of India.*

FORT WILLIAM,  
 HOME DEPARTMENT,  
 LEGISLATIVE,

THE 20TH JULY, 1844.

The following Draft of a proposed Act was read in Council for the first time on the 20th of July 1844.

ACT No. — OF 1844.

*An Act to amend the Law relating to Advances bona fide made to Agents intrusted with Goods, by extending to the Territories of the East India Company, in cases governed by English Law, the Provisions of the Statute 5 and 6 Victoria, C. 39, as altered by this Act.*

Whereas by Act XIII. of 1840 the Provisions of the Statute 4, Geo. IV. C. 83, as altered and amended by the Statute 6, Geo. IV. C. 94, were extended to the Territories of the East India Company in cases governed by English Law; and whereas by the Statute 5 and 6 Victoria C. 39, the said Statute 6, Geo. IV. C. 94, is altered and amended, and the Provisions thereof are extended.

It is hereby enacted, that the Statute 5 and 6, Victoria C. 39, as altered by this Act, shall from and after the passing of this Act, 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 last mentioned 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 and as altered by this Act, is as follows :

5 AND 6 VICT. CAP. XXXIX. as altered by this Act.

*An Act to amend the Law relating to Advances bona fide made to Agents intrusted with Goods.*

(30TH JUNE, 1842.)

Whereas by an Act passed in the 6th year of the Reign of His late Majesty King George the Fourth, intitled 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 and Merchandize intrusted to Factors or Agents; validity is given, under certain circumstances, to contracts or agreements made with persons intrusted with, and in possession of the Documents of Title to Goods and Merchandize and Consignees, making Advances to persons abroad who are intrusted with any Goods and Merchandize, to a lien thereon, but under the said Act, and the present state of the Law, Advances cannot safely be made upon Goods or Documents to persons known to have possession thereof as Agents only. And whereas by the said Act it is amongst other things further enacted, "that it shall be lawful to and for any person to contract with any Agent intrusted with any Goods, or to whom the same may be consigned for the purchase of any such Goods, and to receive the same of and to pay for the same to such Agent, and such contract and payment shall be binding upon and good against the owner of such Goods, notwithstanding such person shall have notice that the person making such contract, or on whose behalf such contract is made, is an Agent; provided such contract or payment be made in the usual and ordinary course of business, and that such person shall not when such contract is entered into or payment made, have notice that such Agent is not authorized to sell the same, or to receive the said Purchase Money;" And whereas Advances on the Security of Goods and Merchandize have become an usual and ordinary course of business, and it is expedient and necessary that reasonable and safe facilities should be afforded thereto, and that the same protection and validity should be extended to bona fide Advances upon Goods and Merchandize as by the said recited Act is given to sales, and that owners intrusting Agents with the possession of Goods and Merchandize, or of Documents of Title thereto, should in all cases where such owners by the said recited Act or otherwise would be bound by a contract or agreement of Sale, be in like manner bound by any contract or agreement of pledge on lien for any Advances bona fide, made on the Security thereof. And whereas much litigation has arisen on the construction of the said recited Act, and the same does not extend to protect Exchanges of Securities bona fide made, and so much uncertainty exists in respect thereof, that it is expedient to alter and amend the same and to extend the Provisions thereof and to put the Law on a clear and certain basis. Be it therefore enacted by the Queen'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

Bona fide Advances to Persons intrusted with the possession of Goods or Documents of Title though known to be Agents, protected.

from and after the passing of this Act, any Agent who shall hereafter be intrusted with the possession of Goods, or of the Documents of Title to Goods, shall be deemed and taken to be Owner of such

Goods & Documents, so far as to give validity to any contract or agreement by way of pledge, lien, or security bona fide, made by any person with such Agent so intrusted as aforesaid, as well for any original Loan, Advance or Payment made upon the Security of such Goods or Documents, as also for any further or continuing Advance in respect thereof, and such contract or agreement shall be binding

upon and good against the Owner of such Goods and all other persons interested therein, notwithstanding the person claiming such pledge or Lien may have had notice that the person with whom such contract or agreement is made is only an Agent.

**Bona fide Deposits in exchange protected.** II. And be it enacted, that where any such contract or agreement for pledge, lien or security shall be made in consideration of the delivery or transfer to such Agent of any other Goods or Merchandize, or Document of Title or Negotiable Security upon which the person so delivering up the same had at the time a valid and available Lien and security, for or in respect of a previous Advance by virtue of some contract or agreement made with such Agent, such contract and agreement, if bona fide on the part of the person with whom the same may be made, shall be deemed to be a contract made in consideration of an Advance within the true intent and meaning of this Act, and shall be as valid and effectual to all intents and purposes, and to the same extent, as if the consideration for the same had been a bona fide present Advance of money.

Provided always that the Lien acquired under such last mentioned contract or agreement upon the Goods or Documents deposited in exchange shall not exceed the value at the time of the Goods and Merchandize which, or the Documents of Title to which, or the Negotiable Security which shall be delivered up and exchanged.

But no Lien beyond the value of the Goods given up.

**But the Statute to be construed to protect only Transactions bona fide, without notice that the Agent pledging is acting without authority or mala fide against the Owner.** III. Provided always, and be it enacted, that this Act and every matter and thing herein contained, shall be deemed and construed to give validity to such contracts and agreements only, and to protect only such Loans, Advances, and Exchanges, as shall be made bona fide and without notice that the Agent making such contracts or agreements as aforesaid has not authority to make the same, or is acting mala fide in respect thereof against the Owner of such Goods and Merchandize; and nothing herein contained shall be construed to extend to or protect any Lien or Pledge for or in respect of any antecedent debt, owing from any Agent to any person with or to whom such Lien or Pledge shall be given, nor to authorize any Agent intrusted as aforesaid in deviating from any express orders or authority received from the Owner; but that, for the purpose and to the intent of protecting all such bona fide Loans, Advances and Exchanges as aforesaid, (though made with notice of such Agent not being the Owner, but without any notice of the Agents acting without authority) and to no further, or other intent or purpose, such contract or agreement as aforesaid shall be binding on the Owner and all other persons interested in such Goods.

Meaning of the term "Document of Title." IV. And be it enacted, that any Bill of Lading, India Warehouse-keeper's Certificate, Warrant or order for the delivery of Goods, or any other Document used in the ordinary course of business as proof of the possession or control of Goods, or authorizing or purporting to authorize, either by indorsement or by delivery, the possessor of such document to transfer or receive Goods thereby represented, shall be deemed and taken to be a document of Title within the meaning of this Act; and any Agent intrusted as aforesaid and possessed of any such Document of Title, whether derived immediately from the Owner of such Goods, or obtained by reason of such Agents having been intrusted with the possession of the Goods, or of any other Document of Title thereto, shall be deemed and taken to have been intrusted with the possession of the Goods represented by such Document of Title as aforesaid, and all contracts pledging or giving a lien upon such Document of Title as aforesaid shall be deemed and taken to be respectively Pledges of and Liens upon the Goods to which the same relates, and such Agent shall be deemed to be possessed of such Goods

And when in possession. And when in possession. And when in possession.

or Documents, whether the same shall be in his actual custody, or shall be held by any other person subject to his control, or for him or on his behalf, and where any Loan or Advance shall be bona fide made to any Agent intrusted with and in possession of any such Goods or Documents of Title as aforesaid, on the faith of any contract or agreement in writing to consign, deposit, transfer, or deliver such Goods or Documents of Title as aforesaid, and received by the person making such Loan or Advance, without notice that such Agent was not authorized to make such Pledge or Security; every such Loan or Advance shall be deemed and taken to be a Loan or Advance on the Security of such Goods or Documents of Title within the meaning of this Act, though such Goods or Documents of Title shall not actually be received by the person making such Loan or Advance till the period subsequent thereto, and any contract or agreement, whether made direct with such Agent as aforesaid, or with any Clerk or other person on his behalf, shall be deemed a contract or agreement with such Agent; and any payment made, whether by Money or Bills of Exchange, or other Negotiable Security shall be deemed and taken to be an Advance within the meaning of this Act; & an Agent in possession as aforesaid of such Goods or Documents shall be taken for the purposes of this Act, to have been intrusted therewith by the owner thereof unless the contrary can be shown in evidence.

**What to be deemed a "Contract or Agreement" and "Advance."** V. Provided always, and be it enacted, that nothing herein contained shall lessen, vary, alter or affect the Civil responsibility of an Agent for any breach of duty or contract, or non-fulfilment of his orders or authority in respect of any such Contract, Agreement, Lien, or Pledge as aforesaid.

VI. Provided always, and be it enacted, that if any Agent intrusted as aforesaid shall, contrary to or without the authority of his principal in that behalf, for his own benefit and in violation of good faith, make any consignment, deposit, transfer, or delivery of any Goods or Documents of Title so intrusted to him as aforesaid, as and by way of a Pledge, Lien, or Security; or shall, contrary to or without such authority, for his own benefit and in violation of good faith, accept any Advance on the faith of any contract or agreement to consign, deposit, transfer, or deliver such Goods or Documents of Title as aforesaid; every such Agent shall be deemed guilty of a misdemeanor, and being convicted thereof, shall be sentenced to transportation for any term not exceeding fourteen years, nor less than seven years, or to suffer such other punishment by fine or imprisonment, or by both as the Court shall award; and every Clerk or other person who shall knowingly and wilfully act and assist in making any such consignment, deposit, transfer, or delivery, or in accepting or procuring such Advance as aforesaid, shall be deemed guilty of a misdemeanor, and being convicted thereof, shall be liable, at the discretion of the Court, to any of the punishments which the Court shall award, as herein before last mentioned: Provided nevertheless, that no such Agent shall be liable to any prosecution for consigning, depositing, transferring, or delivering any such Goods or Documents of Title, in case the same shall not be made a security for or subject to the payment of any greater sum of money than the amount which at the time of such consignment, deposit, transfer or delivery was justly due and owing to such Agent from his principal, together with the amount of any Bills of Exchange drawn by or on account of such principal, and accepted by such Agent. Provided also, that the conviction of any such Agent so convicted as aforesaid shall not be received in evidence in any action at Law or Suit in Equity against him, and no Agent intrusted as aforesaid shall be liable to be convicted by any evidence whatsoever in respect of any act done by him, if he shall, at any time previously to his being indicted for such offence have disclosed such act, on oath, in consequence of any compulsory

Agent's Civil responsibility not to be diminished. Agent making Consignments contrary to instruction of principal guilty of misdemeanor.

process of any Court of Law or Equity in any action, suit, or proceeding which shall have been bona fide instituted by any party aggrieved, or if he shall have disclosed the same in any examination or deposition before any Commissioner of Bankrupt or of any Insolvent Court.

VII. Provided also, and be it enacted, that nothing herein contained shall prevent such owner as aforesaid from having the right to redeem such Goods or Documents of Title, pledged as aforesaid, at any time before such Goods shall have been sold, upon re-payment of the amount of the lien thereon, or restoration of the securities in respect of which such lien may exist, and upon payment or satisfaction to such Agent, if by him required, of any sum of money for or in respect of which such Agent would by law be entitled to retain the same Goods or Documents, or any of them, by way of lien as against such owner, or to prevent

the said owner from recovering of and from such person with whom any such Goods or Documents may have been pledged, or who shall have any such lien thereon as aforesaid, any balance or sum of money remaining in his hands as the produce of the sale of such Goods after deducting the amount of the lien of such person under such contract or agreement as aforesaid: Provided always that in case of the Bankruptcy or Insolvency of any such Agent, the owner of the Goods which shall have been so re-

Right of owner to redeem:  
Or to recover balance of proceeds.  
In case of Bankruptcy, owner to prove for amount paid to redeem, or for a value of Goods, if unredeemed.

deemed by such owner as aforesaid, shall in respect of the sum paid by him on account of such Agent for such redemption, be held to have paid such sum for the use of such Agent before his Bankruptcy or Insolvency, or in case the Goods shall not be so redeemed, the owner shall be deemed a creditor of such Agent for the value of the Goods so pledged, at the time of the pledge, and shall, if he shall think fit, be entitled in either of such cases to prove for or set off the sum so paid, or the value of such Goods, as the case may be.

Interpretation of Act. VIII. And be it enacted, that in construing this Act the word "Person" shall be taken to designate a Body Corporate or Company as well as an Individual, and that words in the singular number shall, when necessary to give effect to the intention of the said Act, import also the plural, and vice versa; and words used in the masculine gender, shall when required, be taken to apply to a female as well as a male.

Not to affect any Contract made before the passing of this Act.

IX. Provided also, and be it enacted, that nothing herein contained shall be construed to give validity to or in any wise to affect any contract, agreement, lien, pledge, or other act, matter or thing made or done before the passing of this Act.

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

Ordered, that the said Draft be re-considered at the first Meeting of the Legislative Council of India after the 20th day of October next.

T. R. DAVIDSON,  
Offg. Secy. to the Govt. of India.

---

N. B. The price of the Bombay Government Gazette to private Subscribers is Three Rupees per quarter or 4 Annas per copy, payable in advance, and to Non-subscribers 8 Annas per copy. It is particularly requested to be noticed, that the price of the Government Gazette is the same whether it be taken for the whole or part of the quarter, as no subscriptions will be received for broken periods. Subscribers are requested on change of stations to intimate the same to this Office.

Printed and Published by D. NICKER, at the Government Press, Apollo Street.