



Bombay Government Gazette.

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THURSDAY, 21st NOVEMBER, 1844.

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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.

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.

TERRITORIAL DEPARTMENT.

REVENUE.

The Honorable the Governor in Council is pleased to republish for general information the following Notification, issued by the Government of Bengal, on the 30th ultimo:—

NOTIFICATION.

The 30th October 1844.

The Right Honorable the Governor of Bengal, with the concurrence of the Supreme Government of India, has been pleased to determine that, from and after the 11th November 1844, the rate of duty to be charged on Salt imported by Sea into any part of the Presidency of Fort William in Bengal, shall be Three Company's Rupees on every Maund of 3,200 Tolas.

From and after the same date, the whole of the Salt in store at the different Depôts, will be available to the public at the following wholesale prices:—

Name of Depôt.

HIDGELLER.	Price per 100 Maunds.	
Kalinugger.....	Rs. 375	
Kishennuggur.....	370	
Terropykea.....	390	
Ramnuggur.....	360	
TUMLOOK.		
Narainpoor.....	385	
24 PERGUNNAHS.		
Narainpoor.....	395	
CHATTAGONG.		
Sudder Ghaut, and Dhonkhali	387	
Arrakan Salt.....	382	
SULKEA.		
Cuttack.....	413	
Khoordah.....	419	
Balasure.....	418	
Chilka.....	424	
Madras Kurkutch.	1st Quality. ..	365
	2nd ditto. ..	362
	3rd ditto. ..	360

The Government reserves to itself the power of re-imposing the full amount of duty authorized by law, should circumstances arise to render such a measure necessary, but no alteration whatever will be made either in the duty now fixed on imported Salt, or in the Prices to be paid for Salt sold by wholesale on account of Government, before the 1st August 1845.

Collectors of the Land Revenue and all Officers of the Government in fiscal charge of districts, are hereby directed to make known the substance of this Notification, as widely as possible throughout their several jurisdictions.

The Board of Customs, Salt and Opium, will issue the necessary instructions to their subordinates in the Salt and Customs Departments.

By order of the Right Hon'ble the Governor of Bengal.

(Signed) FRED: JAS: HALLIDAY,
 Secy. to Govt. of Bengal.

Republished by Order of the Hon'ble the Governor in Council.

E. H. TOWNSEND,

Secy. to Govt.

Bombay Castle, 13th Nov. 1844.

रिपब्लिकन डिपार्टमेंट

रिपब्लिकन

तारीख ३० आक्टोबर सन १८४४ चे रोजी खाली लिहिलेला जाहोरनामा मंगलसरकार याही प्रघट केला आहे तो बंदिमान अतिवशाव मुसताव हजरत हनराबल गवर नरसाहेब बाहादुर दरदजलाह कोसल याही सर्वे लो कोस मालुम येण्याकरिता पुन्हा प्रघट केला असे.

जाहोरनामा

तारीख ३० आक्टोबर सन १८४४ रसवी.
 रेसाजे बंगालचे टैटहनराबल गवरनर साहेब बाहादुर याही हिंदुस्थानचे मुख्य सरकारचे समताने उठाव केला आहे को बंगाल इलाक्याचे कोणतही मुसकांत जळमागने जें मोठ-चेरल त्याजवर तारीख ११ नवेबर सन १८४४ रसवी

पाखण ३१०० तोव्याचे दरकरमणास कंपनी रुपये तीन ज कात घेतोले.

सदरकर तारलेपाखण निरनिराळे वखारीत भरलेले सर्व मीठ खाली लिहिलेले अथे बदभावाने व्यास पाचिजे त्यास मिळेल.

वखारीचेनाव	दर अंभर मणाची कीमत
चिडगेली	
काळीनगर	रुपये २०५
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रामनगर	२१०

तमसुक	
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अवलप्रत	२६५
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समयोचीत प्रयोजन पडल्यास कायद्यांत ठरलेली भरजका त पुन्हा वेग्याचा अखत्यार सरकाराने आपल्याकडे ठेवि ला आचे परंतु तारीख १ आगष्ट सन १८४५ इसवीचे पू र्हीं आलेले मिठावर वखारी जकात ठरविली आंचे त्यांत कीया सरकारचे मीठ जथाबंद विकलें जाइल त्याचे किम तोंत काही फेरफार हीणारनाहीं

अमिनाचे वहुलाचे कालेकटर ५ परगण्यांचे मुलकी का माकडोल सरकारो सर्व असलदार यांस फर्माविण्यांत घेतें कीं ह्या जाहोर नाम्याचा अभिप्राय आपआपले ताब्यांतोळ मुलकांत जितका व्यास जाहोर चोडसकेल तितका जाहोर करावा

जकात व मीठ व आफीण यांचे बोर्ड याणी मिठाचे व ज कातोचे खात्याकडोळ आपल पेंव्यांतोळ असलदारांस जे दु क्रूम लिचिण्याचे जरूर असतोले ते लिहून पाठवावे वमोजिजे चुक्रुम बंगालचे रेट चनरावल गवरनर साचेवबाहादुर

निशाणी
एफ जे चालीडे
सक्रटार निबंगाल सरकार
हा जाहोरनामा इदिमान आलिनवाव सुलतान
इजरत चनरावल गवरनर साचेव बाहादुर दर
रजलास कौसल यांचे चुक्रुमावरून पुन्हाप्रघटके
ह्या अथे

निशाणी
इ एच टौनसेंड
सक्रटारी निघबत सरकार
तारीख १२ माच नवेंबर सन १८४४ इसवी सकाम सुबद
W. ESCOMBE, Secy. to Govt.

देरीदोरीआल दीपारटमेनद
देयीनीकु
तारीख ३० अक्टोबर शने १८४४ ने रो
ने नीये लजेकुं जाहरे नांमु अंगाल शरफारे

परगट करुके ते अंदेशांत आली नवाज मु
शतेताम इजरत चनरावल गवरनर शाह
म भाहादुर इर अजलाश फोशले शरवे लो
फोने मालुम थवा शात्र फरी परगट करुके

जाहरे नांमु
तारीख ३० अक्टोबर शने १८४४ अशवी
मेहेबुजे अंगालना रेट चनरावल गवरन
र शाहम भाहादुरे हीकुशयांतना मुजे शर
फारना अनुमेत इराव करुके फे अंगाल छ
लाफाना फोअमेक मुलकमां जल मारुगे जे
मीकुं आवरो ते कुपर तारीख ११ नवंबर
शने १८४४ अशवीथी ३२०० तोलाना इर
मेक मंगे फंमपनी र्पीआ तए जकात ले
रो

शहरकु तारीखथी जुदी जुदी वपारमां ल
रेलु शरवे मीकुं नीये लजेला जथाअंइ कीम
तनां लजे जेहेने जोअमे तने मलशी क
वपारनु नांम इर १०० मएनी कीमत
हीडोली र्पीआ

फालीनगर	३१५
कीरान्तनगर	३१०
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तमसुक	
नारायणपूर	३८५
२४ परगणां	
नारायणपूर	३८५

चीतेगांव	
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शीअेम परत	३१०

फोअ वपत जरूर पडशे तारे फाअएमामां
इरावेली पुरी जकात फरी लेवानो अमपतीआ
र शरफारे पोताना तरफ राजीके परंतु ता
रीख १ आगशह शने १८४५ अशवीनी
अंगाल आवेला मीहां कुपर हल जकात इ

રાવેલીકે તેમાં અથવા શરકારનુ મીકું જ્યા
 ઊંદ વેચામાં આવશે તેની કીમતમાં કુંદ પ્રે
 રકાર થવાનુ નહીં ક

જમીનના મેકેશુલના ફલેકટર તથા પરગ
 લાંના મુલકી કામવાલા શરકારી શરવે અ
 મલદારોને પ્રમાવામાં આવેકે ક્રે એ જાકેર
 નામાનો અલીપરામ પોતા પોતાનાં તાખા
 નાં મુલકમાં જેટલો જાદે જાકેર અથ શકે તે
 ટલો જાકેર કરવો ક

જકાત તથા મીકું તથા અપ્રીલાંના ઊારકે
 મીકાંના જકાતખાતાં તરકાનાં પોતાના પેટા
 માંનાં અમલદારોને જે કુકમ લખવાને જરૂર
 હશે તે લખી મોકલવા ક

ખમોજખે કુકમ ઊંગાલના રેટ હન
 રાખલગાવરનર શાહુખ ખાહુકર

નીશાંની

એક-જે-હાલીકે

શકરદાર નીશખત ઊંગાલ શરકાર

આ જાકેર નામું ઊંદગાંન આ

લી નવાખ મુશતેતાખ હુવરત

હનરાખલ ગવરનર શાહુખ ખા

હુકર દર અજલાશ કોશલનાં કુ

કમથી ધરી પરગટ કુકે

નીરાંની

હ-એચ-ટોનશેડ

શકરદારી નીશખત શરકાર

તારીખ ૧૩ માર્ચે નવંબર શને

૧૮૪૪ અશલી મુકામ મુંબઈ

W. ESCOMBE, *Secy. to Govt.*

Notice.

Verbal tenders will be received at this Office,
 at 1 o'clock on Saturday next the 23rd instant,
 for the supply of the following articles, viz:—

- 168 Square feet Felt, Country Square.
- 4 Cwt. of Fire Clay, Europe.
- 4 Do. Clay Pipe, Country,
- 1 Knife Drawing.
- 40 Bolts Buntin, Red Scarlet.
- 40 Ditto...do... White do.
- 60 Ditto...do... Blue do.
- 250 Yards Dungaree Single.
- 36 Yards 10 Inches Crimson Velvet, at 27
 Inches wide.
- 109 Drum, Hoops, Red.
- 6 Knives, Drawing.
- 1 Glass, Tracing, with Box 36 by 30
 inches.
- 1 Case Instruments Mathematical 1stsize.
- 1 Rule Ebony Parallel, 18 Inches.
- 5 Quires Paper Printing, Demy Royal
 32 by 22 Inches.
- 1 Compass Drawing, Triangular.
- 1 Set of Harness, either with Brass or
 covered mountings will answer, the

Harness to be full size as the Horse is
 a very large one: depth of Collar 21
 inches, the stronger the Harness the
 better.

- 2 Single Poled Tents, with outer and in-
 ner walls, 16 feet square in the inner
 walls, and with 3 feet of space between
 the inner and outer walls, lined with
 red instead of blue cloth, the latter
 being too dark.

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-Assist. Comy. Genl. in Charge, for Deputy.
Bombay, Deputy Comy. Genl's. } Comy. Genl.
Office, 19th November 1844. }

PROCLAMATION.

BOMBAY TO WIT. By virtue of a pre-
 cept to me directed, I hereby proclaim and
 give notice, that the Sessions of Oyer and
 Terminer and General Gaol Delivery, will be
 holden before the Supreme Court of Judicature
 at Bombay, at the Court House, on Tuesday
 the 3rd day of Dec. instant, at eleven o'clock
 in the forenoon, for the trial of all Treas-
 oners, Murders and other Felonies, Perjuries,
 Trespasses and other Crimes, and Misdemeanors,
 had, done, or committed within the Town
 and Island of Bombay, and the Limits thereof,
 and the Factories subordinate thereto, and also
 to enquire, hear and determine, in like manner,
 all Treasons, Murders, Felonies, Forgeries,
 Perjuries, Crimes, Extortions, Misdemeanors,
 Trespasses, Wrongs, Oppressions, had done or
 committed, by any of Her Majesty's British
 Subjects, in any of the Territories which now are
 subject to, or dependent upon the said Govern-
 ment of Bombay, or within any of the Dominions
 of the Native Princes of India, in alliance with
 the said Government.

And also, that at the same time and place,
 will be holden a Session of Admiralty, for the
 trial of all Treasons, Murders, Piracies, Rob-
 beries, Trespasses, Misdemeanors, and other
 Crimes and Offences, had, done, perpetrated or
 committed on the High Seas.

And I hereby give notice to all persons bound
 to prosecute, and give evidence, at the above
 Sessions, or in any way concerned therein, that
 they are to attend, at the time and place above
 mentioned, and not to depart without leave of
 the Court.

And I hereby give notice, to all Justices of
 the Peace, Coroners, Escheators, and also all
 Chief Constables and Bailiffs of the Town and
 Island of Bombay, and the Limits thereof, that
 they be then and there, in their own persons,
 with their Rolls, Records, Indictments and other
 Remembrances, to do those things, which to
 their offices in that behalf appertain to be done.
 —Dated this 15th day of November in the
 Seventh year of the Reign of Her Majesty Queen
 Victoria.

W. DE BLAQUIERE,
Sheriff.

Bombay, 15th November 1844.

Notification.
TERRITORIAL DEPARTMENT.
FINANCE.

No. 1152 of 1844.

Notice is hereby given, that with a view to facilitate the commercial intercourse of the Country, the Hon'ble the Governor in Council has been pleased to authorize, with the concurrence of the Government of Fort Saint George, Cash to the extent of Rupees one Lakh and fifty thousand, being received annually, between the months of January and June, into the General Treasury at Bombay, for Bills to be drawn on the Principal Collector of Coimbatour, on the same terms as those drawn on other Provincial Treasuries on the Coast, under the Madras Presidency.

R. T. WEBB,

Depty. Account. Genl. in Charge.

Bombay Castle, 19th November 1844.

Notice.

Is hereby given, that on Wednesday the 27th Instant, at 1 o'clock P. M., there will be put up for sale by Publick Auction at the Mint, about (40) Forty Tons of country melted Tile Copper, in lots of 5 cwt. more or less.

The lots to be at the risk of the purchasers, and to be cleared within three days.

A deposit of (10) ten per cent, to be paid immediately, which together with all subsequent claim to the lots, will be forfeited, in the event of delay or evasion in clearing them away within the time specified.

Musters may be seen and examined, and further particulars obtained, on application at the Mint, between the hours of 10 & 4 o'clock daily, from Monday the 25th Instant till the day of sale.

E. ELLIOT,

Mint Master.

Bombay Mint }
18th Nov. 1844. }

જાહેર નામુ

એફ્રેવુએ ગાંમઠી ગાલેલુ પાલાનુ તાંબુ આ શરે તોલમાં ૪૦ આલીશ ટન તેના પાચ હં દરવેટથી વારે જમા કંમ તોલના લાટ કરીને ચાલતા મહીનાની તારીખ ૨૭ મી પુષ્પવારને રોજે પાઠલા પોરનાં એક કલાકે ટંકશાલ મધે જાહેર લેલાંવ કરી વેચશે * લાટોનુ જોખંમ ખરીદદારને મંચિ રેફેશે અને તરણ દીવશની મુદતમાં તે લાટો કાઠી લજવા *

શેકડે ટકા ૧૦ પરમાંણે અવેજ અમાનત મુરત રાખવો જોઈએ અને ઠરાવેલી મુદતમાં લાટ કાઠી લજવાને ઠીજ જમા આનાકાં ની ચાઅતો તે અવેજ શરકાર દાખલ થશે તથા લાટો પરનોતાર પઠીનો શગુલો દાવો ખાતલ થશે *

ચાલતા મહીનાની તારીખ ૨૫ મી શોમ વારને રોજથી વેચેલાની તારીખ શુધીથી દર રોજ દશ કલાકથી તે ચાર કલાક શુધી ટંકશાલમાં પુકાથી નમુનાં જોવા તથા તપાશ વા મલશે—તથા ખીજુ કંમ પુકવુ હોય તે ખી માખુંમ વડશે * નીશાંની

જ-જ-એલીએટ

મીનીટ મશાતર

તારીખ ૧૮ નવંબર શને ૧૮૪૪

દશથી મુકાંમ મુખજ ટકશાલ

W. ESCOMBE, Secy. to Govt.

Notice

Is hereby given, that persons desirous of entering into Contracts for Supplying Bread, Flour, and Rolong, to the European Troops and Hospitals at Bombay and Colaba, daily, also to the Commissariat Department, for such purposes as may be required and Bread only to the Indian Navy, for a period of one year from the 1st January next, may, on application at this Office, from 10 till 5 o'clock daily (Sundays excepted,) obtain separate lists of the same, with the rates affixed thereto, and such other information as they may require.

Verbal offers for the contracts 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 specified in the Lists above adverted to, at which they will undertake to furnish the articles mentioned therein, of approved quality, in such number or quantity as may from time to time be demanded.

All articles required for Troops (sick and in health,) are to be delivered free of expense at the Regimental Stores and Hospitals by 7 o'clock in the morning, and for the Commissariat Department, at such places as may be pointed out to the Contractor, those for the Vessels of War at the water's edge at any of the Bunders that may be indicated, by 7 o'clock in the morning of each day.

The Contractors will be required to comply immediately with all emergent demands for the articles comprised in the abovementioned Lists, 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 their 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 tender for the contracts unless they previously deposit in this Office, the sums stated opposite to the Lists respectively, viz.

For No. 1. List, for supplies to the Military and Medical Departments, three hundred Rupees.

For No. 2. List, for supplies to the Indian Navy, one hundred and fifty Rupees.

Which sums will be forfeited in the event of delay, evasion or refusal, to execute the Deed of contracts should their offers be accepted, in which case they must be prepared to add further sums as securities for the due performance of their respective engagements, viz :—

For No. 1. List, four hundred Rupees, making a total of seven hundred Rupees.

For No. 2. List, two hundred Rupees, making a total of three hundred and fifty Rupees.

The annual outlay on account of these contracts is estimated thus.—

No. 1. at Rupees (17,735,) No. 2. at Rupees (8,414) or thereabouts. All further particulars will be communicated at the time of bidding, and no reason will be assigned for the rejection of any offer.

J. B. DUNSTERVILLE, Lieut.,
Sub Assist. Commy. Genl. in Charge.

Bombay Depy. Commy. Genl's. }
Office, 13th November 1844. }

Notice

Is hereby given, that persons desirous of entering into a contract, for supplying Spirits rectified, or Spirits of Wine of country manufacture, to this Department for one year, from the 1st day of December next, may, on application at this Office, from 10 A. M. till 5 P. M. daily, (Sunday excepted,) obtain a list thereof, with the price affixed, and such other information relating thereto, as they may require.

Verbal offers for the contract will be received at this Office at 1 o'clock on Friday the 22nd instant, when persons will be required to bid a per centage below the price specified in the list above adverted to, and they must undertake to furnish the article embraced therein in such quantity as may from time to time be demanded.

The contractor will be required to comply immediately with all emergent demands for the article comprised in the abovementioned list, and others of less urgency must be met within the period stated in the requisition notes, in failure thereof, the article or such other 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 expenses 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 (75) seventy-five, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed of contract, should his offer be accepted, in which case he must be prepared to add an equal sum thereto, which together will be held as security for the due performance of the engagement.

The annual outlay on account of this contract, is estimated at Rupees (545) or thereabouts.

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

J. B. DUNSTERVILLE, Lieut.
Sub-Assst. Commy. Genl. for Deputy Commy. Genl. in Charge.

Bombay,
Depy. Commy. Genl's. Office. }
6th November 1844. }

NOTICE

Is hereby given, that sealed Tenders will be received at this Office until 2 P. M. on Monday the 25th instant, for a Contract for Supplying Cloths, Europe and China, to this Department, for a period of two years, commencing from 16th day of December next.

All persons desirous of tendering for the above Contract, may, on application at this Office, from 10 o'clock in the morning until 5 P. M. obtain daily, (Sundays excepted,) a list of the rates and such other information relating thereto as they may require.

The Tenders must specify both in words and figures the rates per cent, below the prices in the list above adverted to, 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.

Every person submitting a Tender will be required to lodge with it 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, should his offer be accepted he must be prepared to add thereto a further sum of Rupees (700) Seven Hundred in cash, and Rupees (1300) Thirteen Hundred in bond, which also will be held as security for the due performance of the engagement.

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 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 expenses 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.

The Tenders will be opened at the time already specified, in presence of the parties concerned, or of such as may be in attendance, but none can be recorded that are not accompanied with the requisite deposit.

The annual outlay on account of this Contract is estimated at Rupees (28,217,) or thereabouts. All further particulars will be communicated on receipt and opening of the Tenders, and no reason will be assigned in the event of their rejection.

J. B. DUNSTERVILLE, Lieut.,
Sub-Assist. Commy. Genl. in Charge.

Bombay, Depy. Commy. Genl's. }
Office, 6th November 1844. }

Notice

Is hereby given, that persons desirous of entering into a contract for furnishing Arsenal supplies, &c., to this Department for two years, to commence from 1st October 1844, to 30th September 1846, may, on application at this Office, from 10 A.M. till 5 P. M. daily, (Sundays excepted,) obtain a list thereof, with the prices affixed, and such other information relating thereto as they may require.

Verbal offers for the contract will be received at this Office, at noon on Thursday, 23th November 1844, when persons will be required to bid a per centage below the Bazaar prices specified in the list above adverted to, at which they will undertake to furnish the whole of the articles embraced therein, of unexceptionable quality to the Departments requiring them, free of all further expense, in such number or quantity as may from time to time be demanded.

The contractor will be required to comply immediately with all emergent demands, and others less urgent must be completed within the period stated in the supply notes, or in failing to do so, the articles or such others as may be required in their behalf, will be purchased at his risk and loss; and in all such cases an advance of Rupees 25 per cent, upon the amount of the expenses 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 Tender for the Contract, unless he previously deposit in this Office, the sum of Rupees 800 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, in addition thereto, Rupees 800 in cash, and bonded security to the extent of Rupees 1000, for the due performance of the engagement.

No reason will be assigned for rejecting any offer.

E. A. GUERIN, Capt.
In Charge of the Com. Depart.

Commissariat Office, }
S. D. A. Belgaum, }
30th October 1844. }

Notice

IS HEREBY GIVEN,

That Verbal Tenders will be received at this Office, at 12 o'clock on the Forenoon of Friday the 25th proximo, for the supply of such of the undermentioned Articles as may be required to meet the demands from the several Hospitals and Departments at this Station, for the term of (1) one year, from the 1st of January 1845. Lists of the Articles may be seen, and every necessary information obtained, by application at this Office any day from 10 till 4 o'clock, Sundays excepted.

- No. 1 Hospital Clothing.
- „ 2 Country Medicines.
- „ 3 Miscellaneous Articles.

The lists in question exhibit the current selling rate of each Article in Company's Rupees, each contract will be put up for competition separately, and every person coming forward

will be required to bid for the contract, for the supply of all the articles in the list, at a per centage below the said rates, and on the understanding that the articles are to be delivered free of all expense beyond the stipulated price, to the Departments requiring them.

No person will be permitted to bid for any of the contracts who has not previously deposited in this Office the sum stated opposite each list respectively, which sum will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed of contract; and the person whose offer may be accepted, must be prepared to furnish unexceptionable Bonded Security to the further amount stated opposite the lists respectively, which, together with the abovementioned deposits, will be held as security for the due fulfilment of every part of the contract.

	Deposits before bidding, Company's Rupees.	Bonded Security required in addition on acceptance of any offer, Company's Rupees.
List No. 1 Hospital Clothing	50	150
„ „ 2 Country Medicines	50	150
„ „ 3 Miscellaneous Articles	200

The contractors will be required to comply with all demands, without delay or demur, the articles tendered must be unexceptionable, and of the quality and description generally used by the Departments requiring them, otherwise they will be purchased, wherever procurable, at their risk and loss, and in all such cases the contractors will be liable to be fined (50) Fifty Rupees, or (30) Thirty per cent on the amount of expenses so incurred, at the option of the Executive Commissariat Officer.

Any disputes as to the quality of supplies will be decided by a Committee of Officers.

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

C. BIRDWOOD, Capt.,
Sub-Assist. Commissary General,
Mhow Field Force.

Mhow, Commissariat Office, }
October 30th 1844. }

Notice.

WANTED

For the service of Government, a quantity of Port and Sherry Wine, of good quality, the former in Quart bottles, and the latter in wood; sealed Tenders for which accompanied by sample Bottles will be received at this office daily, until Friday next the 22nd instant, at 1 o'clock.

It is requested, that a Label may be affixed to each sample Bottle containing the following information. The name of the Tenderers, the quantity of wine tendered, the marks on the corks, and Casks from which the samples of Sherry may have been taken.

J. B. DUNSTERVILLE, Lieut.
Sub-Assist. Commy. Genl.
for Deputy Comy. Genl.

Bombay, Deputy Commy. Genl's. }
Office, 15th November 1844. }

GENERAL ORDERS.

BY THE HON'BLE THE GOVERNOR IN COUNCIL.

MILITARY DEPARTMENT.

BOMBAY CASTLE, 14th NOVEMBER, 1844.

No. 634 of 1844.—Assistant Surgeon D. Davies, is placed at the disposal of the Superintendent Indian Navy, for duty in the Naval Branch of the service.

No. 635 of 1844.—The following orders are confirmed.

An order by Major M. Carthew, dated Kulladghee, the 25th September 1844, appointing Lieutenant Douglas, to act as Adjutant to the 21st Regiment Madras Native Infantry, during the absence of Lieutenant Desausmarez, on leave.

A Station order by the Brigadier commanding Northern Division of the Army, under date the 9th September last, appointing Captain Lucas, Commissary of Ordnance Northern Division of the Army, to perform the duties of the Commissariat; and Lieutenant Richards, of the 3rd Regiment Native Infantry, of the Bazaar Department at Ahmedabad, on Captain Hallett's responsibility, during his absence on medical certificate.

An order by Brevet Lieutenant Colonel W. Wyllie, c. b. dated Vingorla, the 28th October, appointing Lieutenant C. A. Moyle, to act as Quarter Master and Interpreter to the 21st Regiment Native Infantry.

An order by Captain Jacob, dated Hyderabad, the 14th October 1844, appointing Lieutenant Malcolm, to act as Adjutant to the Scinde Irregular Horse, during the absence of Lieutenant Merewether, or until further orders.

No. 636 of 1844.—The Hon'ble the Governor in Council is pleased to direct, that the Regulation Article 12, Section XXX Jameson's Code, be cancelled, and the following substituted.

“ Staff Officers receiving applications from persons newly Pensioned to be supplied with Pension Rolls, are directed to fill in and forward to the Superintendent of Pensions, and Family Payments at the Presidency, the following forms (No. 1 being that required for Male Pensioners, and No. 2 for family Pensioners, or Heirs,) when they will be furnished with the required documents to be delivered to the pensioners, who will be forwarded either by land or water as most convenient, to the Stations at which they are permitted to reside. These who may wish to reside within the limits of the Presidencies of Bengal or Madras, are to be sent to Bombay, when they will be provided with a passage by Sea, or should it be preferable will be permitted to proceed to their several destinations by land.”

FORM No. 1.

Particulars relative to the undermentioned, Pensioned by G. G. O. who have applied to the Staff Officer (or as the case may be) for Pension Rolls.

Date of G. G. O. by which Pensioned.	Rank.	Names.	Company: Regiment.	Religion.	Caste and Tribe.	City or Village.	Purgannah or Zillah.	Province.	Indelible marks at the identification of the period of being Pensioned.	Remarks tending to the service on which employed previous to being Pensioned.	REMARKS.

FORM No. 2.

Particulars relative to the undermentioned, pensioned by G. G. O. who have applied to the Staff Officer (or as the case may be) for Pension Rolls.

Date of G. G. O. by which Pensioned.	Pensioners Names.	Nature of relationship.	ON WHOSE ACCOUNT ADMITTED.		Religion.	Caste and Tribe.	City or Village.	Purgannah or Zillah.	Province.	Indelible marks at the period of being pensioned.	Remarks tending to the identification of the individual.	REMARKS.
			Names.	Rank.								

No. 637 of 1844.—Captain J. D. Hallett, 3rd Regiment Native Infantry, is allowed leave of absence for a period of one year to proceed to the Neilgherries, for the benefit of his health.

No. 638 of 1844.—The following promotions are made.

Ordnance Department.

Date of Appointment.

Acting Conductor S. Chetham, to be Conductor; and Acting Sub-Conductor D. Hicks, to be Sub-Conductor, in succession to Beard, deceased..... } 7th October 1844.

No. 639 of 1844.—The following orders are confirmed. :—

A Division order by Major General P. Delamotte, c. b. under date the 26th October, appointing Lieutenant Sandwith, 2nd Regiment European Light Infantry, Acting Station Staff Officer at Belgaum, to the temporary charge of the Post Office during the absence of Captain Archer.

A Garrison Order by Major H. Prior, Commanding at Dharwar, dated 25th October, appointing Captain W. Beaumont, of the 23rd Regiment Madras Light Infantry, to act as executive Engineer, during the absence of Lieutenant Graham.

A Station Order by Brigadier S. Hughes, c. n. Commanding Northern Division of the Army, under date the 25th October, appointing Brevet Captain Wormald, Staff Officer of the Artillery Northern Division, to take charge of the Commissariat and Bazaars at Ahmedabad.

No. 640 of 1844.—The following appointments are made :—

<i>23rd Regiment Native Light Infantry.</i>		<i>Date of Appointment.</i>
Lieut. S. K. Whitehill, to be Adjutant, vice Stock, appointed Brigade Major at Poona.		28th Oct. 1844.
Lieut. A. T. Etheridge, to be Quarter Master and Interpreter in the Hindoostanee and	}	Ditto.
Mahratta Languages, vice Whitehill		

No. 641 of 1844.—The following Extract from Division Orders by Major General P. Delamotte, c. n. under date the 12th October, is confirmed.

With reference to Section XLI, Para. 121, pay Department, and subject to the confirmation of Government, a Military Treasure Chest will be established with the Field Force, now assembled before the Fort of Samanghur, with the least possible delay.

Lieutenant Delamotte, 1st Grenadier Regiment Native Infantry, is placed in charge of the same.

Bombay Castle, 16th November 1844.

No. 642 of 1844.—Captain W. Reynolds of the 14th Regiment Native Infantry, is allowed leave of absence for a period of six months, to proceed to the Neigherries for the benefit of his health.

No. 643 of 1844.—The Honorable the Governor in Council is pleased to declare, that the command and contingent allowance laid down in Para: 139, Section XIV. Jameson's Code, is applicable to the Officers in charge of detachments of Recruits belonging to the European Infantry, attached to the Battalion of Artillery at the Presidency.

No. 644 of 1844.—The following General Order by the Right Hon'ble the Governor General of India in Council, is republished at this Presidency in supercession of that issued on the 10th October last No. 559.

No. 283 of 1844.

GENERAL ORDERS.

BY THE RIGHT HON'BLE THE GOVERNOR GENERAL OF INDIA IN COUNCIL.

FORT WILLIAM, 18th OCTOBER 1844.

The Right Hon'ble the Governor General of India in Council, under instructions from the Hon'ble the Court of Directors, is pleased to direct the abolition of the Fees on Commissions issued to the European Commissioned Officers, of the Honorable Company's Service, and to resolve, that the charge for the Stamps on commissions in future, commencing from the 1st instant, to Officers of every branch and grade of the Armies of all the Presidencies, be fixed at (30) Thirty Shillings, or Company's Rupees (15) Fifteen each, one moiety of the amount of the above sum being charged for the Company's, and the other Moiety for the Queen's Commission.

A Similar proportionate reduction to be made in the fees chargeable on the Commissions of the Native Officers, and upon Warrants to Warrant Officers the future amount of which will be as follows :—

Warrant Officers.

	Co's. Rs-	14	8	0
Commissary				
Deputy Commissary		11	8	0
Assistant Commissary		9	8	0
Deputy Assistant Commissary		8	0	0
Conductor, Riding Master and Apothecary		6	8	0
Sub-Conductor, Assistant Riding Master, and Steward		4	8	0
Assistant Apothecary and Assistant Steward		3	0	0

Native Officers of Corps of the Line.

Subedars of Infantry, Foot Artillery and Sappers and Miners	8	0	0
Jemadars of... ditto	2	8	0
Subedars of Cavalry and Horse Artillery	9	8	0
Jemadars of... ditto	3	8	0
Subedars of Gur. Lascars	6	8	0
Jemadars of... ditto	1	8	0

Irregular Cavalry and Local Corps.

Ressaldars of Irregular Cavalry	9	8	0
Ressaldars... ditto	5	8	0
Naib Ressaldars... ditto	3	8	0
Woodie Majors... ditto	7	8	0
Jemadars... ditto	2	0	0
Subedars of Local Infantry Corps	4	8	0
Jemadars of... ditto	2	0	0

(Signed) J. STUART, Lieut. Col.
Secy. to Govt. of India, Military Department.

No. 645 of 1844.—The following General Order by His Excellency the Commander in Chief, is confirmed. Brigade order by Lieutenant Colonel Douglas, commanding at Kurrachee, dated 29th August 1844, Appointing Lieutenant Hewson, to act as Staff Officer to the Right Wing of Her Majesty's 78th Highlanders on its march from Kurrachee to Sukkur.

A Regimental order by Lieutenant Colonel Derinzy, commanding Her Majesty's 86th Regiment, dated Hyderabad 19th August 1844, Appointing Lieutenant Kirby, to act as Adjutant, Pay-Master and Quarter Master to the Left Wing, under the command of Lieutenant Colonel Aplin, during the March to Kurrachee.

Bombay Castle, 19th November 1844.

No. 646 of 1844.—The following Notification by the Governor of India, is published for information,—

No. 751 OF 1844.

NOTIFICATION.

FORT WILLIAM,

Foreign Department, the 2nd November 1844

The Right Honorable the Governor General in Council, has been pleased to confirm the General Order issued by His Excellency the Governor of Scinde on the 8th ultimo, Appointing Captain S. H. Partridge, 18th

Regiment Bombay Native Infantry, to Officiate as Deputy Collector in the Kurrachee Collectorate, during the absence of Brevet Captain Stewart, on medical certificate, or until further orders.

(Signed) F. CURRIE,
Secy. to the Govt. of India.

No. 647 of 1844.—Captain H. Berthon, Officiating Superintending Engineer, Northern Provinces, is allowed leave of absence for one month to Mahabeshwur Hills for the benefit of his health.
Bombay Castle, 20th November 1844.

No. 648 of 1844.—The following General Order by the Government of India, is published for general information and guidance.

No. 288 of 1844.

GENERAL ORDERS BY THE RIGHT HON'BLE THE GOVERNOR GENERAL OF INDIA IN COUNCIL.

Fort William, 18th October 1844.

With advertence to Government General Orders No. 239, of the 3rd November 1843, the annexed Extract Para: 5, of a Military Letter from the Honorable the Court of Directors, to the Governor General of India in Council, No. 23, of the 31st July 1844, is published for general information and guidance.

Section 6. Para 5.—We must now call your particular attention to the alteration made in the Articles, 128, 129, 130. Articles of War for the present year, having reference to the collection of the effects of Officers and men of the Royal Army. Under this alteration the power of Officers whose duty it is to collect these effects, is no longer restricted to such effects as may be in Camp or Quarters, but is extended to all effects within the Territorial possessions of the East India Company, and the same words are introduced into the Clause, which provides for the collection of a Soldier's effects. Full power is therefore now given to the proper Officers of Her Majesty's Troops, to collect all the effects whether of Officers or men, which such Officers or men may leave within the Territorial possessions of the Company, and so long as the present articles of War for Her Majesty's Service, shall remain unaltered, such effects must on demand be immediately made over to the Officers of Her Majesty's Troops, upon whom the duty of collecting them devolves. The only exception to this general rule is the case referred to in the Council's reply to the second question proposed to them on this subject which we now quote, viz. "if there were a legal personal representative demanding the notes, we think the Government Agents would be warranted in delivering the promissory Notes to such legal personal representative in preference to the Officer;" which opinion under the amended Articles of War is now as applicable to the effects of Officers as it then was to those of deceased Soldiers."

(Signed) J. STUART, Lieut. Col.
Secy. to the Govt. of India, Mily. Dept.

No. 649 of 1844.—Lieutenant Colonel Waddington, c. b. of the Engineers, is allowed a furlough to Europe for three years.

No. 650 of 1844.—Captain H. N. Ramsay, of the 24th Regiment Native Infantry, is appointed Brigade Major at Malligaum.

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

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

MARINE DEPARTMENT.

Bombay Castle, 13th November 1844.

No. 125 of 1844.—Lieutenant A. Nisbett, of the Indian Navy, is allowed a Furlough to Europe for three years agreeably to the Regulations.

Bombay Castle, 14th November 1844.

No. 126 of 1844.—Lieutenant W. Christopher, of the Indian Navy, is allowed leave of absence for six months to proceed to Ceylon on private affairs.

No. 127 of 1844.—Assistant Surgeon D. Davies, is placed at the disposal of the Superintendent Indian Navy, for duty in the Naval Branch of the 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 dispatch by the following Vessels:—

NAMES OF VESSELS.	AGENTS.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	TOUCHING WHERE.
A Steamer.....	Superintendent Indian Navy	2nd December	Suez.....	Aden.
Ditto.....	Ditto.....	1st Jan. 1845	Do.....	Do.
Steamer Acbar	Ditto.....	Despatch.....	Malabar Coast.....	
Australia.....	Messrs. Leckie & Co.	22nd instant	Liverpool	
Ann Miln.....	" W. Nicol & Co.	22nd Ditto.....	Calcutta	
Union.....	" Martin, Murray & Co.	22nd Ditto.....	London.....	
Australia.....	" Ewart, Lyon & Co.	24th Ditto.....	Calcutta.....	
Kirkmun Finlay.....	" Ritchie Stewart & Co.	25th Ditto.....	Do.....	
Sea Horse.....	" W. Nicol & Co.	26th Ditto.....	Singapore	
Amelia Hill.....	" Leckie & Co.	26th Ditto.....	London.....	
Neptune.....	" Eglinton McLean & Co.	1st December.....	China.....	
John Cooper.....	" B. and A. Hormusjee.	2nd Ditto.....	London.....	
Adam Lodge.....	" W. and T. Edmond & Co.	Despatch.....	Liverpool.....	
Louisa.....	" Forbes and Co.	In December.....	China.....	
James Hall.....	Thomas Jefferies Esq.....	Despatch.....	Madras.....	

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

JOHN GORDON,
Post Mr. Genl.

Bombay, General Post Office, 20th November 1844.

Notice.

Verbal offers will be received at this Office, at 12 o'clock, on Monday the 16th proximo, for a Contract for the supply of Tents, and their component parts, to this Department for the term of Two years, from the 1st January next, a List of which with the rates affixed, and all other information relating thereto, may be obtained at this Office daily, (Sundays excepted,) from 10 A. M. till 5 o'clock P. M.

Persons desirous of obtaining the contract will be required to bid a per centage below the rates exhibited in the Supply Lists.

No person will be allowed to tender for the Contract, unless he previously deposits in this Office, the sum of Rupees (1000), one thousand, 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 (1000) One thousand, in cash, and (3000) Three thousand Rupees in Bond, which together with the above amount will be held as security for the due performance of the engagement.

The Camp Equipage to be contracted for, is to made up of materials corresponding with the samples, and equal in workmanship and dimensions to the musters of the several descriptions of Tents lodged in the Grand Arsenal, access to which for the purpose of inspection, may be had on application to the Office of the Principal Commissary of Ordnance.

The contractor will be required to comply immediately with all emergent demands, and others less urgent, must be completed within the period stated in the requisition Book, or in failing to do so, the articles or such others as may be required in lieu, will be purchased at their 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.

The annual outlay on account of this contract is estimated at Rupees (42,014) or thereabouts.—All further particulars will be communicated at the time of bidding, and no reason will be assigned for rejecting any offer.

J. B. DUNSTERVILLE, Lieut.

Sub-Asst. Commy. Genl. for Depy. Commy. Genl.

Bombay,

Dpy. Commy. Genl's Office, }

20th November 1844.

WANTED

BY THE GOVERNMENT OF SCINDE,

A Lithographic Pressman, to proceed immediately to Kurrachee. Salary Rs 35 per mensem.

Apply at the Government Printing Establishment.

L. C. C. RIVETT,

Supt. Govt. Printing. Establ.

Bombay, 12th November 1844.

Notification.

MARINE DEPARTMENT.

Notice is hereby given, that the Hon'ble the Governor in Council intends to dispatch the Monthly Mail Steamers to Suez, during the ensuing Season, on the dates specified below, viz:—

The Dec. Steamer on Monday the 2nd Dec.
 „ January „ on Wednesday the 1st Jan.
 „ February „ on Saturday the 1st Feb.
 „ March „ on Saturday the 1st March.
 „ April „ on Tuesday the 1st April.
 „ May „ on Thursday the 1st May.

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

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

Bombay Castle, 2nd September 1844.

OPIUM MEMORANDUM.

SEASON, 1843 | 44.

Passes issued up to 26th Sept. last.
 Indore..... Chests . 13,563
 Ditto.... ditto.... 30th ditto.
 Bombay..... Chests... 798
 14,361

Imported under Passes of
 1842 | 43..... Chests 3,744
 Ditto.. ditto of 1843 | 44..... 13,957½
 17,701½

Exported from the above, and previous
 stock up to this date..... Chests.. 18,766

SEASON, 1844 | 45.

Passes issued up to the 26th ultimo,
 Indore Chests . 2,647
 Ditto ditto from 27th ditto to
 the 1st instant..... Chests.. 2,129
 4,776
 Ditto issued up to the 12th instant
 Bombay..... Chests. 487
 Ditto.. from 13th to the 19th
 Instanr..... do. 88
 576
 Chests.. 5,351

Imported up to 12th instant, Chests 18
 from 13th to the 19th do. „ 622
 640

H. H. GLASS,
 Opium Agent.

Bombay 20th November 1844.

Civil Appointments, &c.

TERRITORIAL DEPARTMENT.

REVENUE.

Bombay Castle, 19th November 1844.

Mr. B. H. Ellis, third Assistant to the Collector of Rutnagherie, is placed in permanent charge of the Talookas of Sooverndroog and Unjunwell.
 Lieutenant W. E. Evans, Assistant to the Superintendent of the Revenue Survey and Assessment in the Deccan, to be an Assistant to the Collector of Sholapoor.

Mr. W. Price, Assistant to the Superintendent of the Revenue Survey and Assessment in the Deccan, to be an Assistant to the collector of Sholapoor.

Bombay Castle, 20th November 1844.

Mr. P. Stewart, to be Collector and Magistrate of Kaira.

Mr. N. Kirkland, to be Collector and Magistrate of Poona, Mr. J. D. Inverarity, continuing to Act as Collector and Magistrate until further orders.

Mr. G. J. Blane, to be Acting Collector and Magistrate of Ahmednuggur.

Mr. H. E. Goldsmid, to be Acting Collector and Magistrate of Dharwar, from the date on which Mr. Shaw, may make over charge of the Collectorate, consequent upon the leave granted to him to proceed to the Cape of Good Hope.

Bombay Castle, 20th November 1844

Mr. J. S. Law, Acting Collector of Tanna, is permitted to proceed into his districts on Deputation, from the 20th instant, for the purpose of making the Jumabundee settlement.

By order of the Hon'ble the Governor in Council,
E. H. TOWNSEND,
Secy. to Govt.

JUDICIAL DEPARTMENT.

Bombay Castle, 20th November 1844.

Mr. C. J. Erskine, vacated his appointment of Acting Deputy Register of the Sudder Dewanee and Sudder Foudjaree Adawlut on the 11th instant.

Mr A. F. Bellasis, Deputy Register of the Sudder Dewanee and Sudder Foudjaree Adawlut, assumed charge of his Office, on the 13th instant.

The Judges of the Sudder Dewanee Adawlut have appointed Rao Sahib Shreedhur Luximon, to be Sudder Ameen at Poona.

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

Military Arrivals and Departures.

ARRIVALS.

- 12th Nov.—Captain R. Dennis, 5th N. L. I. from England.
- 15th " Ensign Jerome, H. M's. 86th Regt. from Kurrachie.
- " " Captain N. N. Maclean, Staff, from Kurrachie.
- " " Lieut. J. H. Ayrton, 10th Regt. from Vingorla.
- " " Ensign R. Mackenzie, 5th Regt. N. L. I. from Deesa.
- " " Captain S. Parr, 23rd Regt. N. L. I. from Tannah.
- 16th " Asst. Surg. D. Costelloe, M. D. Civil Surgeon, from Sholapoor.
- " " Major Spencer, 2nd B. E. Rt. L. I. from Poona.
- 17th " Lieut. & Riding Master Walter, 3rd Cav. from Deesa.
- 18th " Surgeon J. Eaton, M. D., Madras Establishment.
- 20th " Lieut. Col. H. Sandwith, 3rd Regt. N. I. from Ahmednuggur.
- " " 2nd Lieut. G. Rennie, Artillery, from Ahmednuggur.
- " " Ensign R. Billamore, 10th Regt. from Poona.

DEPARTURES.

- 14th Nov.—Lieut. F. A. C. Kane, 15th Regt. N. I. to Nuggur.
 - 15th " Cornet C. H. Barnewell, 2nd Cavalry, to Hyderabad.
 - " " Major T. C. Parr, ...
 - " " Captain Cooper, ...
 - " " — " — Skipper, ...
 - " " Bt. Capt. Topham, ...
 - " " Lieut. Wheatstone ...
 - " " — " — Green, ...
 - " " — " — Bate, ...
 - " " — " — Lister, ...
 - " " Ensign Brodie, ...
 - " " — " — Jameson, ...
 - " " — " — Collier, ...
 - " " — " — Robson, ...
 - " " — " — Maude, ...
- } 7th Regt. N. I. to Vingorla.

- " " Asst. Surg. Cruickshank, 7th Regt. N. I. to Vingorla.
 - 16th " Capt. J. D. Hallett, Depy. Asst. Commy. Genl. to Neilgherry Hills.
 - " " Capt. W. J. Cade, 13th Regt. B. N. I. to Baroda.
 - " " Lieut. A. Crawford, Staff to Baroda.
 - " " Captain S. P. Marland, Mad. Army, to Joulah.
 - " " Captain Parr, 23rd Regt. N. L. I. to Tannah.
 - 18th " Lieut. G. F. Barra, 3rd Regt. N. I. to England.
 - " " Lieut. and Bt. Capt. Reynolds, 14th Regt. to Neilgherries.
- Town Major's Office, 20th November 1844.*

SHIPPING INTELLIGENCE.

ARRIVALS.

- 14th Nov.—H. C. Steamer Enterprise, J. M. Dacey Esq. Commander, from Calcutta, 30th ultimo, and Madras 4th instant.
Passengers.—Mrs. McLean; Miss McDougall; D. Golding Esq. Bengal C. S.; Lieut. McDougall, H. M's. 23th Foot; Dr. Grant H. C. S.
- " " Barque James Hall, H. Grant, from Colombo 18th ultimo.
Passengers.—Mr. and Mrs. Wood, and Child; Mr. and Mrs. Pattison, and 2 Children; Mrs. Ayers and 3 Children; and Capt. L. D. Lange. Ship Rajasthan, N. Stewart, from Clyde, 6th July.
- 15th " —H. C. Steam Frigate Acbar, Commander, R. Ethersey, from Kurrachee, 12th instant.
Passengers.—Capt. A. N. McLean, 8th N. I.; Lieut. J. Jerome, H. M's. 86th Foot; 48 Rank and file, H. M's. 78th and 80th Regts. sixteen Women and twenty Children; seventeen Rank and file; Followers, and five Children, 14th and 18th N. I.
- 18th " —Barque Dickey Sam, J. Coaker, from Liverpool 20th June.
Passengers.—Mrs. Coaker, and Child.
- " " H. C. Steam Frigate Auckland, Commauder, Ormsby, from Vingorla, 17th instant.
- " " H. C. Steamer Pluto, Lieut. G. F. Airey, from Vingorla, 17th instant.

DEPARTURES.

- 12th Nov.—Barque Chance, J. Good, to London.
- 13th " —Barque Water Witch, J. Douglas, to Colombo, and Calcutta.
Passenger.—Mr. Evans.
- " " H. M's. Steamer Spiteful, W. Maitland, Esq. Commander, to Colombo.
- 15th " —H. C. Iron Steamer Pluto, Lieut. G. F. Airey, and H. C. Steam Frigate Auckland, Commander, H. A. Ormsby, to Vingorla.
Passengers.—7th Regt. N. I.
- " " H. C. Steam Frigate Semiramis, Commander, J. P. Saunders, to Kurrachee.
- " " H. H. the Imaum of Muscat's Brig Taize, Nacodah, to Zanzibar.
- " " Barque Montrose, J. Ferguson, to Liverpool.
- 16th " —Ship Eliza, J. Patterson, to Colombo.
Passengers.—Mrs. Patterson; Miss Grant; Mr. Hodgson; Mr. Campbell; and Mr. McDonald.
- 17th " —H. C. Steamer Nemesis, R. S. Ross, to Calcutta.
- " " H. C. Surveying Brig Taptée, Lieut. C. W. Montriou, to the Malabar Coast.
- 18th " —Ship Stag, W. O. Young, to the Mauritius, and London.

P. W. LEGEY,
Senior Magistrate of Police.

*Bombay, Police Office }
 20th November, 1844. }*

List of Ship Letters on which Ship and Southampton Postage is due, and which are now lying unclaimed in the Bombay, General Post Office.

1 Deeson, Wm. Mr.	Barque	Asia.
.. Roan, Wm.	do.	Actress.
.. Whorton, Captain.	Ship	Adelaide.
.. Hart, Charles.	do	do.
.. Challacombe, Thos.	on board the	William Abrams.
.. Cragler, F. Mr.	Bark	Augusta.
.. Bizzant, John Carpenter.	do.	do.
.. Tinklar, William A. B.	H. C. Steam Frigate	Acbar.
.. Adams, Willm. Boy.	do.	do.
.. Arnoll, John.	do.	do.
.. Arnoll, John.	do.	do.
.. Pickveau, Richard.	H. C. Steam Frigate	Acbar.
.. Harris, Edward.	do.	do.
.. Cooper, Frederic.	H. E. I. C. Steam Frigate	Auckland.
.. Jessop, John.	ditto	ditto
.. Strickland, Joseph.	ditto	ditto
.. Daires, John.	ditto	ditto

Burgess, Richard	ditto	ditto	ditto	Edwards, George	ditto	Magnificent
Hains, Garrett	ditto	ditto	ditto	Pudlicomb, Captain	ditto	Mayaram
Place, Edward	ditto	ditto	ditto	Gardiner, James	ditto	Montrose
Burgess, Richard	ditto	ditto	ditto	Savage, James	H. E. I. Schooner	of War Mahi
Taylor, John	ditto	ditto	ditto	Clinton, William	ditto	ditto
Roberson, Andrew	ditto	ditto	ditto	Fabian, G.	ditto	Ship Madras
Do.	ditto	ditto	ditto	Brown, John	ditto	ditto
Davis, John	ditto	ditto	ditto	McCraw, Edward	ditto	Malabar
McJirlic, Peter	Ship	Sarah	Boatswood	Kirby, Laurence Esq.	ditto	ditto
Brying, J. G. Mr.	ditto	Buckinghamshire		McCraw, E.	do.	ditto
Bander George Mr.	ditto	Bussorah		Abchurch, H. Mr.	do.	ditto
Baines, R. H. Captain	ditto	Pestonjee	Bomanjee	McCraw, Edward	do.	ditto
Dunn, Alex.	Ship	John	Brewer	Daniell, C. L. Mr.	do.	ditto
Piper, W. Mr.	ditto	ditto	ditto	Reeves, James, Sergeant	H. C. Steamer	Nicotris
Nell, James	ditto	ditto	ditto	Quin, John	Ship	Nelson
Thomas, James	ditto	ditto	ditto	Bennett, Peter	on board the	Northumberland
Wilkes, John S. Esq.	ditto	ditto	ditto	Willard, John	H. E. I. C. Steamer	Nemesia
McDonald, John	Barque	Fanny	Connell	Spence, Wm. Mr.	Ship	Oriental
Griffiths, Wm.	Barque	Cheverell	of Exeter	Graham, William Mr.	do.	Pussenger
Heathman, J. C. Mr.	do.	H. M. Sloop	Childers	Hartin, John Esq., M.D.	do.	Poncupine
Burrow, A. Rev.	do.	H. M. S. Cornwallis		Brown, Robert	H. C. Brig	Palinurus
Walker, George T.	Ship	Cornwall		Smith, George	ditto	ditto
Gribble, Mr.	ditto	Charlotte		James, Mr. Harnet	Ship	Palmyra
Archibald, Ed. Mr.	Barque	Charger		Daniell, R. Capt.	do.	ditto
Jenkins, Lewis	Ship	Coutess		Clarke, Henry Mr.	do.	ditto
Courtie, James	Barque	Cumberland		Falconer, Joseph	Steam	Frigate Queen
Murtur, Mr. Chief Officer	Ship	Chance		Fite, George	do.	ditto
Laverac, C.	ditto	ditto		Briggs, S. S. Mr.	Ship	Recorder
Wrighton, William	ditto	ditto		Jameson, J. W. Mr.	Barque	Recovery
Archibald, E. Mr.	ditto	ditto		Miller, George Mr.	Ship	Recovery
Wrighton, William	ditto	ditto		Henderson, James Mr.	do	Rajasthan
Wynes, George	H. C. Sloop	of War Cootie		Vaughan, John Mr.	do	Reliance
Campbell, Matthew	ditto	ditto		Linley, Joseph	do	Runnymede
Thomson, James	ditto	ditto		Thomas, William	H. C. Steam	Frigate Scunamis
Cowell, James	ditto	ditto		Shirling, James	do	do
Barker, Mr. 1st Mate	ditto	ditto		Treavor, John Mr.	do	do
Foster, John	ditto	ditto		Douglass, Walter	Ship	Lord Stanley
Misdine, James	ditto	ditto		Lawson, William Mr.	do	do
Cowell, James	ditto	ditto		Caldwell, William	H. C. Steam	Frigate Scostoris
Macintosh, John	ditto	ditto		Peacock, Henry Boy	do	do
Parkensont, Christopher	ditto	ditto		Robinson, Wm. Mr.	Ship	Thos. Sparkes
Bevers, Thomas	ditto	ditto		Carroll, C. John Mr.	do	do
Gurdon, John	ditto	ditto		Wilnot, C. W. Mr.	Ship	Sultana
Pittman, Joseph	H. E. I. C. Sloop	of War Clive		Lithbridge, John Mr.	on board the	Spermaceti
Francoite, George	ditto	ditto		Smith, Thomas	Ship	Sophia
Lawrence, W.	ditto	ditto		Boide, George Mr.	do	Symmetry
Francoite, George	ditto	ditto		Buncombe, Mr.	do	Tartas
Collins, John	ditto	ditto		Steward, to the	do	Timandra
Danvers, James	ditto	ditto		Thomson, Roland	do	Troubadour
Standen, James	Ship	Dowthorp		Dunn, John	do	Tory
Wilcock, John	ditto	ditto		Fauckner, Mr.	do	Troubadour
Cromarty, James	Ship	Equestrian		Deighan, Peter	do	do
Bacon, George	Barque	Edward		Whitemoore, William	do	do
Coulson, Richard Mr.	Ship	Eleanor		Smith, John	H. E. I. C. Brig	of War Tigris
Warpell, Captain	ditto	Lord Elton		Cummins, Patrick, Boy	do	do
Marrlott, R. H. Esq.	H. C. S. of War	Elphinstone		Smith, John	do	do
Land, George	ditto	ditto		Newall, Alfred	do	do
Damant, Daniel	ditto	ditto		McEwan, John A. B.	do	do
Anthony, John	ditto	ditto		Dry, Thomas	do	do
Agutter, George, Boy	ditto	ditto		Cummins, Patrick	do	do
Bircimore, William	ditto	ditto		Raven, Thomas Mr.	do	do
Skea, John	H. C. Brig	of War Euphrates		Rawan, Thomas	do	do
Moody, T. H.	ditto	ditto		McCombia, Thomas	do	do
Elliot	ditto	ditto		Cummins, Patrick	do	do
Thompson, Richard	ditto	ditto		Baxter, A. Mr.	do	do
Procter, Richard	ditto	ditto		Baxter, Archibald Mr.	Ship	Universe
Johnston, John Mr.	Ship	Charles	Forbes	Williams, James	H. M. Ship	Vestrell
Robinson, John Mr.	Barque	Falcon		William, James	do.	do
Fulton, John	ditto	ditto		William, James	do	do
Henry, John	Barque	Earl	Grey	Dyer, H. C. P. Lt.	Ship	"Vestal"
Bandot, Mr.	ditto	ditto	ditto	Greenwood, William	Steamer	"Victoria"
Campbell	ditto	ditto	ditto	Dunmuat, Daniel	do	do
Darby, Hugh	ditto	Gwalior		Pottinger, W. Mr.	Barque	Woodinan
Fawdry, Charles	ditto	ditto		Hutchison, Robert Mr.	do	William
Smith, Thomas Mr.	ditto	Hindustan		Smith, William Weston Mr.	Ship	"Fort William"
Rand, Thomas Mr.	Barque	Hope		Henry, Andrew Mr.	do	Windsor Castle
Fox, Patrick	ditto	ditto		Roy, Benjamin	Schooner	of War
Shingleton, Robert	ditto	ditto		Bell, Robert Mr. Capt.	E. I. Compy. Sloop	of War
Boyes, Thomas	ditto	ditto		Higgins, Richd. Mr.	H. C. Steamer	Zenobia
Warren, J. Mr.	ditto	ditto		Hanson, William	do.	do.
Barns, C. Alfred	H. C. R. S. Hastings					
Cowan, W.	ditto	ditto				
Mosley, Robert	ditto	ditto				
Fell, James Mr.	ditto	ditto				
Mitchell, Havier	ditto	ditto				
Black, William	ditto	ditto				
Rogers, Richard	ditto	ditto				
Richard, John	ditto	ditto				
Harton, Thomas	ditto	ditto				
Fiswick, Robert Mr.	ditto	ditto				
Vizirs, Robert Mr.	ditto	ditto				
Collier, John	ditto	ditto				
Bishop, William	on Board the	Inchman				
Daves, John Mr.	H. C. Steamer	Indus				
Stroud, E. Mr.	Ship	Ida				
King, George	ditto	ditto				
Eshmade, Mr.	ditto	ditto				
Etherton, Wm.	ditto	ditto				
Hall, James	ditto	ditto				
George, William	ditto	ditto				
Robilliard, James	ditto	ditto				
Follard, Edward	ditto	ditto				
Owens, Hugh	ditto	ditto				
Latus, Joseph Mr.	ditto	John	Knox			
Howard, Mr.	ditto	Brig	Loreyra			
Davies, James Mr.	Ship	Earl of Liverpool				
Lavery, John	Ship	Caledonia				

W. BLOWERS,
Dy. Post Mr. Genl. in Charge.
Bombay, Genl. Post Office, 1st November 1844.

List of unclaimed Letters brought by the last Oveland Mail.

1 Mr. W. Cromptley, Muddenderry.	East Indies,
1 Major Cumming H. C. European Regt.	Bombay.
1 Daniel Christie Esq. 7th Bengal Cavalary.	Do.
1 Captain H. Davies, Bark Rifleman.	Timore.
1 Messrs. Dickson and Co Commercial Agent.	Bombay.
1 Colonel J. F. Dyson, 13th Regt. B. N. I.	Do.
1 Thompson Moore Jonathan Esq. late of the Anne Armstrong.	Do.
1 Mr. George Jerry, Steamer Unicorn.	Do.

1 Mrs. S. Hannefore.....	Gumeraka.	1 Evans, W. T. B. Capt., care	
1 Mr. P. J. Langdon Post Office.	Bombay,	of Eduljee Franjee Esq....	Bombay.
1 Mr. Allan Murchre.....	Do.	1 Ferns, B. W. Mr. H. C. S.	
1 J. A. Martin Esq Surgeon....	Do.	Indus Flotilla, care of Capt.	
1 G. Marks Esq.....	Do.	Frushard.	
1 Major G. More 24th Regt.		1 Goode, A. Reverend.....	Bombay.
N. I.....	Do.	1 Grant, Malcolm, General....	ditto.
1 J. Purves Esq.....	Do.	1 Grant, George, Captain Indian	
1 Mr. W. Rose.....	Sarlianna.	Navy.....	ditto.
1 Mr. P. Stewart (Returned letter)	Bombay.	1 Gleaves, Joe, Mr. H. G. K.,	
2 Mr. James Shaw, Messrs. Col-		care of Capt. Richardson,	
vill Howell and Co.....	Do.	Ship Herefordshire.....	ditto.
1 Master George Webster.....	Do.	5 Gibson, Charles, J. Mr. Seaman,	
		H. E. I. C. R. Ship	
		Hastings.....	ditto.
		1 Hockley, C. Mr. Ship Here-	
		fordshire.....	ditto.
		1 Ingle, J. Boy in the H. C. Ship	
		Hastings.....	ditto.
		1 Johnstone, Francis, J. T. Major	
		General.....	East Indies.
		1 Jones, W. Major General....	ditto.
		1 Munsey, Major.....	India.
		1 McClear, Peter, Capt. Barque	
		Lady Colebrook.....	Bombay,
		1 Mascall, Richard, Marine boy	
		India Navy.....	ditto.
		1 Noel, Thomas, J. Mr. Chief	
		Officer, Barque Calcutta....	ditto.
		1 Penman, Ralph, J. on board	
		the Sharp, Capt. Mallet ...	India.
		1 Robertson, James, Court Esq.	ditto.
		1 Rodd, Arthur, Mr. 3rd Mate	
		Ship W. Metcalf bound for	India.
		1 Shaw, Jas. Mr. Messrs. Col-	
		velle Howell, & Co. Merch-	
		chants.....	Bombay.
		1 Smith, Thomas, Mr. Ship	
		Hindoostan, Capt. Bownen,	
		Messrs. Nicol, & Co.....	ditto.
		2 Sotheby, Major C. B.....	Indian Army,
		1 Saress James, Seaman John	
		Cooper.....	Bombay.
		1 Thomas, Owen, H. C. Ship..	"Hastings."
		1 Thomson, W. Seaman H. C.	
		Brig.....	"Euphrates."
		1 Thomas, Peter, Herefordshire	Bombay.
		2 Tidman, Samuel, H. M. Ship	Nimrod.
		1 Waters, John, Seaman H. C.	
		Ship.....	"Hastings."
		1 Williamson, Thomas, Seaman	
		H. C. Sloop.....	Coote.
		1 Webb, W. Steward, Ship....	Diana.
		1 Webster, W. Captain formerly	
		Captain of the vessel called	Bombay, (To
		Ship Minerva, Brother-in-	be delivered
		Law of the late Thos Sum-	immediately.)
		mers Paton Marshall of... }	

Bombay, General Post Office, }
15th November 1844. }

JOHN GORDON,
Post Master Genl.

Bombay, General Post Office, }
20th November 1844. }

FORT WILLIAM,
HOME DEPARTMENT.
LEGISLATIVE.

THE 12TH OCTOBER, 1844.

The following Draft of a proposed Act was read in Council for the first time on the 12th of October 1844:

ACT No. — OF 1844.

An Act, vesting Courts of Appeal with the discretion to require or dispense with Security for Costs from the Appellant.

Whereas it is not now by Law necessary within the Territories subject to the Presidency of Fort William in Bengal, to take any Security for Costs in Appeals before the Sudder Courts—and whereas no Security for Costs is now required by Law in Appeals from the decisions of Moonsiffs, and whereas it is expedient that Appeals from all Courts should be put in this respect upon a uniform footing:—

List of Bhangy Parcels, which are lying unclaimed at the Bombay General Post Office, and which will be delivered on payment of the Postage, to parties duly authorized to receive them.

1 Ackwort, N. B. Esq.	1 Campbell F. & Co.
1 Adenans, William.	1 Lay, P. G. Esq.
1 Allender, George.	1 Lackajee Merwanjee.
1 Agricul. Socy. Secy, to	1 Mahomed Rujub.
1 Anudrao Gunput.	1 Mallet, Capt.
1 Anerehund Khemchund.	1 Maharaj Hurbunsee.
1 Ally Sahib.	1 Marshall, T. C. Esq.
1 Broughton, Asst. Surg. F.	1 Martienou, Lieut.
1 Beadnell, Lieut. G.	1 Meerul Huckeen.
1 Bere, Mrs. Capt.	1 MacIntosh, Esq. W.
1 Biggs, Mr. T.	1 Mehozabee Dewjee.
1 Boyd, Esq. W. S.	1 Manjeedass.
1 Byranjee Andawrao.	1 Manjwarren, Capt.
1 Balerustna Gunput.	1 Munclerjee Jenettejee.
1 Cummins, Mrs.	1 Meeyjee Adambhoy.
1 Cowasjee and Pestonjee.	1 Mooly Sorabjee.
1 Capou, Lieut. Col.	1 Nursopunt.
1 Campbell, Lieut.	1 Narrison, Mr. J.
1 Cristina Wasdevjee Esq.	1 Narrisonragobajee,
1 Coleman, J. G., 2d M. L. C.	1 Narrison Venayajee.
1 Candabhoj Mononjee.	1 Orrell, (boy) James.
1 Candabhoj Alleeboj.	1 Owen, Esq. H. F.
1 Duncan, Lieut. J.	1 Officers H. M. 84th Regt.
1 Elphinstone, Major Genl.	1 O'Shaughnessy, W. B.
1 Edgeworth, Mr. P.	1 Officers 52nd Regt. N. I.
1 Ethiersy, Captain R.	1 Prescott, Mrs. Major.
1 Eduljee Nusserwanjee.	1 Pestonjee Nowrojee.
1 Edge, Dr. J.	1 Pemlicund Mohunchund.
1 Franjee Eduljee.	1 Pestonjee Hormusjee.
1 Fenlay, Ensign J.	1 Pestonjee Cursejee.
1 Franjee Bajunjee.	1 Russell, C. F.
1 Green, Captain E.	1 Ruttonjee Eduljee.
1 Gillanders, Capt.	1 Ramsay, Capt. J.
1 Gordon, Capt. Cosmo.	1 Ranjee Set.
1 Grahani, Lieut.	1 Ruttonjee Eduljee.
1 Gunmeshlass Ballajee.	1 Sapoorjee Eduljee.
1 Grow & Co Messrs.	1 Shree Crustna.
1 Harrison, Captain G. N.	1 Stoddart, Mr. G. P.
1 Hay, Mr. A.	1 Souza, Mr. M. de
1 Hutchison, Esq. J.	1 Sheik Adam Buxabhoj.
1 Hyderally Cassimjee.	1 Stiles, Esq. T. W.
1 Hornsby, Capt.	1 Sorabjee Bajunjee.
1 Hathorn, Esq. P. H.	1 Shumbooset.
1 Hurjeevundass Vizboocundass.	1 Simpson, Esq. J. D.
1 Huckeem Meerul.	1 Sorabjee Eduljee.
1 Hormusjee Pestonjee.	1 Soojahmull Multanchund.
1 Hajee Ahmed.	1 Sandwith, Lieut.
1 Jogeebux.	1 Thompson, Lieut.
1 Jugjeevun Khemjee.	1 Tagespall Balubhass.
1 Juggeriath Amrutrao.	1 Turner, Esq. W.
1 Jettabhoj Nowalshaw.	1 Telockchund.
1 Kheemchund & Mootichund	1 Veesboocundass Hurreebhoj
1 Kursetjee Bhumonjee.	& Co.
1 Laxamon Hurreechundjee.	1 Vucutchund Kooalchund.
1 Library, Secy. Rajcote.	1 Vanandjee Purmanund.
1 Leech, Major R.	1 Woods, Esq. R. C.
	1 Williams, Mrs.
	1 Young, Lieut.

List of Letters (received with the Sept. and October Mails) on which Southampton Steam postage is due and which are now lying unclaimed in the Bombay General Post Office.

1 Acland, C., the Reverend.	India
1 Bastone, Edward Mr. Purser's Steward H. C. Brig of War.....	Taptee.
1 Browning, Thomas, Engineer's Apprentice Steam Department, Dock Yard.....	Bombay.
1 Croft, William, Mr. Seaman, H. C. Steam Packet.....	Atalanta.
1 Dernacour, James, Apprentice H. C. Steamer.....	Acbar.

It is therefore hereby enacted, that, within the said Territories, it shall not be necessary in any Court of Appeal to take any Security for Costs, but it shall be in the discretion of every Court of Appeal to demand Security for Costs from the Appellant or not, as it shall see fit, before the Respondent is called upon to answer,—any Law or Regulation to the contrary notwithstanding.

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 12th day of December next.

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

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
THE 26TH OCTOBER, 1844.

The following Act passed by the Governor General of India in Council, on the 26th October 1844, is hereby promulgated for general information.

ACT No. XX. 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.

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, are entitled, under certain circumstances, 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 en-

tered 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 or 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 from and after the passing of this Act, any Agent who shall thereafter 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 and 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.

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 Agent 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, shall be deemed to be a bona fide present Advance of money. Provided always 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

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 Warrant, Dock Warrant, 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 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 such Goods or Documents of Title shall actually be received by the person making such Loan or Advance, without notice that such Agent was not authorized to make such Pledge of 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, shall be deemed and taken to be an Advance within the meaning of this Act; and 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."

shall be deemed a contract or agreement with such Agent; and any payment made, whether by Money or Bills of Exchange, shall be deemed and taken to be an Advance within the meaning of this Act; and 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.

Possession *prima facie* Evidence of intrusting.

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.

Agent's Civil responsibility, not to be diminishing.

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.

Agent making Consignments contrary to instruction of principal, guilty of misdemeanor.

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 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.

Right of owner to redeem;

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 redeemed 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.

Or to recover balance of proceeds.

In case of Bankruptcy owner to prove for amount paid to redeem, or for value of Goods, if unredeemed.

insolvency of any such Agent, the owner of the Goods which shall have been so redeemed 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.

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.

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

ADVERTISEMENT.

The Officer Commanding Her M's. 86th Regiment, will receive sealed Tenders till the 28th February 1845, for *Eight hundred and Fifty Pounds Sterling*, to be paid by Bills at 30 days after sight, on Messrs. Cox, & Co. Army Agents, Craig's Court London, persons tendering for the said sum, must state the rate of exchange they will give the Rupee at, for *One hundred Pounds Sterling* or upwards, also where the Money is to be received; no notice will be taken of Tenders under the latter named sum,

J. JEROME,
Quarter Master 86th H. M's.

Private Advertisements.

NOTICE.

We have from this date admitted Mr. Thomas Alsop Dearman, and Mr. Alexander Lawson Syers, Partners in our firm.

SYERS LIVINGSTON, & Co,
Bombay, 12th November 1844.

NOTICE.

Mr. John Parsons, was admitted a Partner in our Firm on the 1st August last.

HIGGINSON & CARDWELL,
Bombay, 18th November 1844.

IN THE PRESS,

AND WILL BE PUBLISHED ON THE 1st JANUARY NEXT.

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OR

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