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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.

NOTICE.

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

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

MARINE DEPARTMENT.

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

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

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

P. M. MELVILL, Lieut. Col.,
Secretary to Government.

Bombay Castle, 12th March 1853.

Notice

Is hereby given, that persons desirous of entering into a contract for supplying Hammocks, Bedding, Portable Soup, &c. to this Department, for all purposes for which such articles may be required, for the term of two years from the first day of June next, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule, or List of Prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Tuesday the 10th proximo, at 2 P. M. precisely, when intending contractors will be required to bid a per-centage above or be-

low the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, according to musters which may be seen in this office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this office, in cash, the sum of Rupees (496) four hundred and ninety-six, which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract, whenever required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (1,987) one thousand nine hundred and eighty-seven, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with

all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty to (200) two hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes such a breach of contract, whether the rejected articles be replaced by the contractor or by this department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General; and that if the contract be so cancelled, the cash deposit of Rupees (496) four hundred and ninety-six, mentioned in paragraph 3 of this Notice, will be forfeited to Government.

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

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

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

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

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

10. Any party who, after offering for the contract, fails to furnish the necessary security, as provided for in Clause 7th of this Notice, will be interdicted from bidding on future occasions, unless he produces a certificate from individuals of

unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.

11. The annual outlay on the above contract is estimated at Rs. 9,938.

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

G. POPE, Major,
Deputy Commissary General.

Bombay, Deputy Commy. Genl.'s Office,
19th April 1853.

Notice

Is hereby given, that persons desirous of entering into a contract for supplying Stationery to this Department, for all purposes for which such articles may be required, for the term of two years from the 1st day of June next, may, on application at this office from 11 A. M. till 5 P. M. daily, (Sundays excepted,) obtain copies of the Schedule or List of Prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this office on Saturday the 7th proximo, at 2 P. M. precisely, when intending contractors will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, according to musters which may be seen in this office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores, if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this office, in cash, the sum of Rupees (102) one hundred and two, which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract, whenever required to do so, on his offer being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (408) four hundred and eight, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty per cent. upon the amount of expenses incurred, or a fine of from Rupees (50) fifty to (100) one hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of con-

tract; it being understood that the simple condemnation of any article by a Committee constitutes such a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case also it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit of Rupees (102) one hundred and two, mentioned in paragraph 3 of this Notice, will be forfeited to Government.

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

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

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

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

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

10. Any party who, after offering for the contract, fails to furnish the necessary security, as provided for in clause 7 of this Notice, will be interdicted from bidding on future occasions, unless he produces a certificate from individuals of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.

11. The annual outlay on the above contract is estimated at Rupees 2,040.

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

G. POPE, Major,
Deputy Commissary General.

Deputy Commissary General's Office,
Bombay, 19th April 1853.

Notice

Is hereby given, that persons desirous of entering into contracts for supplying such good and wholesome articles, embraced in the following Schedules, as may be required by the Commissariat Department at Hyderabad in Scinde, for the use of the Troops, Hospitals, and Indus Flotilla, &c., to commence from the first of the month succeeding that in which the sanction of the Military Board is received, unless specially ordered to the contrary, and to terminate on the 31st January 1854, may, on application at this office, from 10 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedules or Lists of Prices, and such other information relating thereto as they may require.

- Schedule No 1, For Bread, Biscuit, &c. for Troops, &c. in Garrison, and during marching.
- " 2, For Fresh Meat, &c. for Troops, &c. in Garrison, and during marching.
- " 3, For Rice, Salt, and Wood.
- " 4, For Coffee, Sugar, and Tea.
- " 5, For Liquor, Beer, &c.
- " 6, For Medical-Comforts.
- " 7, For Country Medicines and Hospital Provisions.
- " 8, For Hospital Clothing.
- " 9, For Hospital and Office Furniture.
- " 10, For Stationery.
- " 11, For Provisions.
- " 12, For Miscellaneous Articles.
- " 13, For Bhoosa and Kurbee.
- " 14, For Tin Ware.
- " 15, For Tinning Cooking Utensils.
- " 16, For Puckalee Bullocks, with Drivers, complete, for Troops, &c. in Garrison, and for marching.
- " 17, For Barley, Gram, &c.

Verbal offers for the contracts will be received at this office, and sealed tenders at the office of the Acting Assistant Commissary General, Kurrachee, on Monday the 9th proximo, at 2 P. M. precisely, and will be opened in the presence of such parties as are in attendance on the day and hour specified, and no tenders can be received afterwards.

Parties willing to undertake the contract for Liquor, Beer, &c. are required to send in two tenders for the same, *viz.* one on the usual terms, and the other on the condition of receiving empty Bottles not required for the use of the Commissariat Department at Hyderabad in Scinde, at the following rates:—

Quart Bottles, 1 Rupee per 3 dozens,
Pint ditto, 1 Rupee per 3 dozens,

when intending contractors will be required to bid a per-centage above or below the prices exhibited in the above lists at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractors being

dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No persons will be allowed to bid for the contracts unless they previously deposit in this office, in cash, the sums exhibited opposite to each of the following Schedules, which sums will be forfeited in the event of delay, evasion, or refusal on the part of the contractors to execute the necessary deeds of contract, whenever required to do so, on their offers being accepted, in which latter case they must be prepared to give unexceptionable bonded securities, to the further amount as shown opposite each Schedule, which, together with the amount previously deposited, will be held as guarantee for the due fulfilment of their contracts.

Schedule No.	Deposit in Cash.	Bonded Security.
No. 1,	Rupees 1,067	Rupees 4,269
" No. 2,	" 702	" 2,807
" No. 3,	" 547	" 2,188
" No. 4,	" 813	" 3,251
" No. 5,	" 282	" 1,130
" No. 6,	" 16	" 65
" No. 7,	" 64	" 254
" No. 8,	" 75	" 299
" No. 9,	" 108	" 430
" No. 10,	" 45	" 181
" No. 11,	" 496	" 1,982
" No. 12,	" 286	" 1,145
" No. 13,	" 110	" 441
" No. 14,	" 6	" 23
" No. 15,	" 18	" 73
" No. 16,	" 201	" 803
" No. 17,	" 158	" 633

4. Contractors must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon them; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at their risk and cost, if it be considered expedient to do so; and in all such cases thirty per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes such a breach of contract, whether the rejected articles be replaced by the contractors or by this Department; in every such case, also, it is to be understood that the contracts may be cancelled at the discretion of the Commissary General; and that if the contracts be so cancelled, the cash deposits mentioned in paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood that any negligence, evasion, or refusal on the part of contractors to make supplies or obey orders, or any attempt on their part, or that of their agents, to pass off articles of an inferior quality in lieu of those they are bound to supply, or any neglect to deliver them at the time and place ordered, will subject them in every instance to be fined to the extent of twenty-five Rupees, at the option of the executive Commissariat Officer; from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases

when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

7. Parties desirous to undertake the contracts are required to submit with their tenders certificates from parties of unexceptionable character and sufficient means as their sureties for the amount specified opposite each Schedule; but in case any of the sureties are not approved of by the Civil or Bazar Authorities at this Station, others to be immediately substituted, or otherwise the contracts will be resold at their risk and loss, and in that case the decision of the Commissary General is final.

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

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

10. Parties who, after offering for the contracts, fail to furnish the necessary security, as provided for in clause 7 of this Notice, will be interdicted from bidding on future occasions, unless they produce a certificate from individuals of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on their offers being accepted.

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

Schedule No.	Rs.	a.	p.
No. 1	21,346	13	10
" No. 2	14,035	0	5
" No. 3	10,939	14	9
" No. 4	16,254	5	2
" No. 5	5,649	9	9
" No. 6	325	2	8
" No. 7	1,272	5	2
" No. 8	1,496	7	5
" No. 9	2,152	0	0
" No. 10	904	11	0
" No. 11	9,910	11	8
" No. 12	5,723	14	6
" No. 13	2,206	14	7
" No. 14	115	2	3
" No. 15	366	15	0
" No. 16	4,014	0	0
" No. 17	3,164	1	3

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

H. VINCENT, Captain,
Acting Depy. Assist. Commy. General.
Hydrabad, Commissariat Office,
9th April 1853.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 15th April 1853.

The following Act, passed by the Governor General of India in Council on the 15th April 1853, is hereby promulgated for general information:—

ACT No. VI. OF 1853.

An Act relating to Summary Suits for Arrears of Rent, to Sales of Putnee Talooks, and other saleable Tenures, and to Sales of Land in satisfaction of Summary Decrees for Rent.

Whereas, by Regulation VIII. 1831 of the Bengal Code, the hearing and decision of summary suits or claims relating to arrears or exactions of rents were transferred from the Judges of the Zillah or City Courts to the Collectors of Land Revenue of the several districts; and whereas by Regulation VII. 1832 of the Bengal Code, the conduct of sales of Putnee Talooks and other saleable tenures, under Regulations VIII. 1819, and I. 1820 of the same Code, and the performance of other acts preparatory to, or connected with, such sales, were transferred to the Collector or Deputy Collector of Land Revenue, or Head Assistant to the Collector or Deputy Collector, subject to an appeal as therein provided; and whereas by Act VIII. 1835 the power theretofore vested in the Judges of the Dewanny Adawlut of selling land in satisfaction of summary decrees for rent was transferred to the Collectors of Land Revenue, and it was enacted that all sales for the recovery of arrears of rent held under Clause 7, Section XV. Regulation VII. 1799, should be conducted by the Collector, his Deputy, or duly authorized Assistant, and that ten days' notice should be given of such sales by advertisement to be stuck up at the Cutcherry of the Zillah Court or local Adawlut, and that of the Collector; and whereas it is expedient that Act XXV. 1850, and Section IX. Regulation VIII. 1819 of the Bengal Code, as modified by Clause 1, Section XVI. Regulation VII. 1832 of the same Code, and as altered by the said Act XXV. 1850, should be extended to sales under Act VIII. 1835; and whereas doubts may be entertained as to who ought to exercise the jurisdiction transferred by the above-mentioned Regulations and Acts, where lands situate within the zillah or other district of one Collector form part of an entire estate, paying revenue to the Collector of another zillah or district: In order therefore to avoid such doubts, and also to define who are the proper Officers to exercise such jurisdictions in cases where lands are situate in a district assigned to an independent Deputy Collector, and also in cases where lands held in Putnee, or other tenure, at one entire rent, are situate in two or more Collectorate, and to prevent any such decision or sale already made from being held invalid, upon the ground of its having been made by an Officer of a wrong district; It is enacted as follows:

I. If the lands which may be the subject of any such sale, or to the rent of which any such suit may relate, be all situate in one Collectorate, the Collector of such Collectorate is the Collector to conduct the sale, or to hear and decide the suit. If one Talook or tenure shall comprise lands situate in two or more Collectorates, or if any lands situate in two or more Collectorates be held under one lease or engagement, or at one entire rent, the Collector in whose Collectorate the greater part of such lands shall be situate is the Collector to conduct the sale of such Talook, or tenure, or of such lands, and to hear and decide any summary suit relating to arrears or exactions of rent in respect thereof.

II. If a Collector, to whom application shall be made to exercise any of the powers above mentioned, shall entertain any doubt as to whether the lands or the greater part of them are situate within his Collectorate, he shall report the case for the order of the Board to which he is subordinate, and if ordered by such Board to proceed in the matter, such order shall be conclusive upon the question of his jurisdiction.

III. The word "Collectorate" in this Act means the zillah or other district to which a Collector is appointed, and no lands situate beyond the limits of such zillah or district shall be deemed to be situate within the Collectorate, by reason of their forming part of an estate paying revenue to the Collector thereof.

IV. An independent Deputy Collector may, within his Deputy Collectorate, exercise all the powers and jurisdictions of a Collector with which he may be entrusted, in the same manner and to the same extent as a Collector may do within his Collectorate, and with reference to the exercise of such powers and jurisdictions, his Deputy Collectorate shall be deemed a Collectorate, and he shall be deemed to be a Collector within the meaning of this Act.

V. An independent Deputy Collector is an Officer appointed by Government to act as Deputy Collector, independently of a Collector, whether his office is one for the receipt of revenue or not. A Deputy Collectorate is the district within which an independent Deputy Collector is directed by Government to act.

VI. In cases of sales by an independent Deputy Collector, under the above-mentioned Regulations or Act, any notice thereby required to be stuck up at the Cutcherry of the Collector may be stuck up at the Cutcherry of the Deputy Collector.

VII. An independent Deputy Collector may exercise the powers assigned to him over any part of his Deputy Collectorate in public Cutcherry, in whatever part of his Deputy Collectorate the same may be situate or held.

VIII. Any notice required by the above-mentioned Regulations or Act to be given by advertisement to be stuck up at the Cutcherry of the Zillah Court or local Adawlut shall be stuck up at the Zillah Court or local Adawlut within the jurisdiction of which the lands to be sold, or the greater portion of them, as the case may be, shall be situate.

IX. No order, decision, or sale made in the discharge of any of the duties aforesaid under any of the aforesaid Regulations, or under the aforesaid Act, before the passing of this Act, shall be disputed, or deemed invalid, upon the ground that the Collector, Deputy Collector, or other Officer making the same, was not the Collector, Deputy Collector, or Officer of the proper district; or upon the ground that the Cutcherry at which notice of such sale was given was not the Cutcherry of the proper district, unless proceedings shall, previously to the passing of this Act, have been commenced, for the purpose of disputing the validity of such order, decision, or sale upon such ground.

X. Act XXV. 1850, and Section IX. Regulation VIII. 1819 of the Bengal Code, as modified by Clause I. Section XVI. Regulation VII. 1832 of the same Code, except so far as the same has been altered by the said Act XXV. 1850 are hereby extended to all sales under Act VIII. 1835.

J. P. GRANT,
Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 15th April 1853.

The following Act, passed by the Governor General of India in Council on the 15th April 1853, is hereby promulgated for general information:—

ACT No. VII. OF 1853.

An Act to extend the Jurisdiction of Magistrates, under the 53rd George 3rd, Cap. 155, Sec. 105 in cases of Assaults, Forcible Entries, and other Injuries accompanied with force, not being Felonies.

Whereas, by an Act passed in the 53rd year of the reign of King George the 3rd, it was enacted amongst other things that it should be lawful for any Native of India resident in the East Indies or parts therein men-

tioned, and out of the Towns of Calcutta, Madras, and Bombay, in case of any assault, forcible entry, or other injury accompanied with force, not being felony, alleged to have been done against his person or property by a British subject, to complain of such assault, forcible entry, or other injury accompanied with force, not being felony, to the Magistrate of the zillah or district where the alleged offender should be resident, or in which such offence should have been committed, and that such Magistrate should have the power and authority therein mentioned: and whereas Natives of India, resident in the East Indies, upon complaints preferred by them under the aforesaid provisions of the said Act, may be prevented from obtaining redress under the same, by reason of their inability to prove the place of their birth: and whereas it is expedient to extend the aforesaid provisions of the said Act as amended by Act IV. 1843, to cases of assaults, forcible entries, and other injuries accompanied with force, not being felonies, committed in any part of the territories under the Government of the East India Company, not being within the said Towns of Calcutta or Madras, or the Islands of Bombay and Colaba, or the settlement of Prince of Wales' Island, Singapore and Malacca, against the person or property of any person whatever, whether a Native of India or not; It is enacted as follows:

I. The provisions of the said Act of the 53rd George 3rd and of Act IV. 1843, so far as the said provisions extend to cases of assault, forcible entries, or other injuries accompanied with force, not being felonies, against the person or property of any Native of India, are hereby extended to the case of any assault, forcible entry, or other injury accompanied with force, not being felony, which may at any time hereafter be committed in any part of the territories under the Government of the East India Company, not being within the said towns of Calcutta or Madras, the said Islands of Bombay and Colaba, or the said settlement of Prince of Wales' Island, Singapore and Malacca, by any British subject or other person, against the person or property of any person whatever.

II. The powers in such cases given to the Magistrate of the zillah or district may be lawfully exercised by any Joint Magistrate or other person lawfully exercising the powers of a Magistrate, in the case of any such offence as aforesaid, which may hereafter be committed within the district over which his authority extends.

J. P. GRANT,
Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 15th April 1853.

The following Act, passed by the Governor General of India in Council on the 15th April 1853, is hereby promulgated for general information:—

ACT No. VIII. OF 1853.

An Act for bringing the lapsed State of Colaba under the Laws of the Presidency of Bombay.

Whereas it is no longer necessary that the lapsed State of Colaba should be exempted from the general rules of the British Administration; It is hereby enacted as follows:

I. From and after such day as shall be appointed in that behalf by the Governor of Bombay in Council, by Proclamation to be made and published in the *Bombay Gazette*, Act XVII. 1844, shall be repealed, and the lapsed State of Colaba mentioned in that Act shall be subject to all Regulations and Acts which are or shall be in force within the territories subject to the Presidency of Bombay.

II. Suits on the following subjects shall not be cognizable by the Civil Courts within the said lapsed State of Colaba:

1st. All claims for damages against persons in authority under the late Government, for abuse of power during that period.

2nd. All claims against Government on account of Enams.

3rd. All claims against Government on account of Jagheers, Wurchasuns, Pensions, Nemnooks, and other advantages not hereditary.

4th. All disputes regarding Public Rent or Revenue payable to Government, and all complaints of exaction by Mamludars, or District or Village Officers.

5th. All claims on account of village debts, all village boundary disputes, and village disputes regarding the use of wells and water-courses.

III. The Governor of Bombay in Council is empowered to exempt from the Jurisdiction of the Civil Courts, in all matters partaking of the nature of a Civil suit, Yeshudabae Sahib Angria, a relative of the late Angria Sirkeil, and to declare this lady amenable to the authority of an Agent whom he may appoint for this purpose.

J. P. GRANT,
Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 1st April 1853.

The following Draft of a proposed Act was read in Council for the first time on the 1st of April 1853:—

ACT No. — OF 1853.

An Act to amend the Practice and Course of Proceeding on the Equity Side of Her Majesty's Supreme Courts of Judicature of Fort William in Bengal, Fort St. George, and Bombay.

Whereas it is expedient to amend the practice and course of proceeding on the Equity side of Her Majesty's Supreme Courts of Judicature at Fort William in Bengal, Fort St. George, and Bombay, It is enacted as follows:

I. Every bill of complaint to be filed in any of the said Courts after the time hereinafter appointed for the commencement of this Act, shall contain, as concisely as may be, a narrative of the material facts, matters, and circumstances on which the plaintiff relies, such narrative being divided into paragraphs, numbered consecutively, and each paragraph containing, as nearly as may be, a separate and distinct statement or allegation, and shall pray specifically for the relief which the plaintiff may conceive himself entitled to, and also for general relief, but such bill of complaint shall not contain any interrogatories for the examination of the defendant.

II. Within a time, to be limited by the rules or orders to be made by the Judges of the said Courts respectively in that behalf, the plaintiff in any suit in any of the said Courts commenced by bill may, if he requires an answer from any defendant thereto, file in the sworn clerk's or other proper office of the said Court, interrogatories for the examination of the defendant or defendants, or such of them from whom he shall require an answer, and deliver to the defendant or defendants so required to answer, or to his or their solicitor, a copy of such interrogatories, or of such of them as shall be applicable to the particular defendant or defendants, and no defendant shall be called upon or required to put in any answer to a bill unless interrogatories shall have been so filed, and a copy thereof delivered to him or his solicitor, within the time so to be limited, or within such further time as the Court shall think fit to direct.

III. Whether the plaintiff in any suit in any of the said Courts shall or shall not require any answer from the defendant, or any one or more of the defendants to the bill, such defendant or defendants may, without leave of the Court, put in a plea, answer, or demurrer

to the plaintiff's bill within the time now allowed to the defendant for demurring alone to a bill, or within such other time as shall be fixed by any rules or orders to be framed by the Judges of the said Courts respectively in that behalf; but after that time a defendant or defendants not required to answer the plaintiff's bill shall not be at liberty to put in a plea, answer, or demurrer to the bill, without leave of the Court; provided that the power of the Court to grant further time for pleading, answering, or demurring to any bill, upon the application of any defendant or defendants thereto, whether required to answer the bill or not, shall remain in full force, and shall not be in any wise prejudiced or affected; provided also that if the Court shall grant any further time to any defendant for pleading, answering, or demurring to the bill, the plaintiff's right to move for a decree under the provisions hereinafter contained shall in the mean time be suspended.

IV. The answer of the defendant to any bill of complaint in any of the said Courts may contain not only the answer of the defendant to the interrogatories so filed as aforesaid, but such statements material to the case as the defendant may think it necessary or advisable to set forth therein, and such answer shall also be divided into paragraphs, numbered consecutively, each paragraph containing, as nearly as may be, a separate and distinct statement or allegation.

V. The plaintiff in any suit commenced by bill shall be at liberty, at any time after the time allowed to the defendant for answering the same shall have expired (but before replication), to move the Court, upon such notice as shall in that behalf be prescribed by any rule or order to be made by the Judges of the said Courts respectively, for such decree or decretal order as he may think himself entitled to, and the plaintiff and defendant respectively shall be at liberty to file affidavits in support of and in opposition to the motion so to be made, and to use the same on the hearing of such motion; and if such motion shall be made after an answer filed in the cause, the answer shall, for the purposes of the motion, be treated as an affidavit.

VI. Upon any such motion for a decree or decretal order, it shall be discretionary with the Court to grant or refuse the motion, or to make an order giving such directions for or with respect to the further prosecution of the suit as the circumstances of the case may require, and to make such order as to costs as it may think right.

VII. The practice of excepting to bills, answers and other proceedings in the said Courts for impertinence, shall be and the same is hereby abolished; provided that it shall be lawful for any of the said Courts to direct the costs occasioned by any impertinent matter introduced into any proceeding in the said Court to be paid by the party introducing the same, upon application being made to the Court for that purpose.

VIII. It shall be lawful for the Court, upon the application of the plaintiff in any suit in any of the said Courts, whether commenced by bill or by claim, and as to a suit commenced by bill, whether the defendant may or may not have been required to answer the bill, or may or may not have been interrogated as to the possession of documents, to make an order for the production by any defendant, upon oath, of such of the documents in his possession or power relating to matters in question in the suit as the Court shall think right, and the Court may deal with such documents when produced in such manner as shall appear just.

IX. It shall be lawful for any defendant in any suit, whether commenced by bill or by claim, but in suits commenced by bill which the defendant is required to answer, not until after he shall have put in a sufficient answer to the bill, and without filing any cross bill of discovery, to file, in the sworn clerk's or other proper office of the Court wherein such suit is pending, interrogatories for the examination of the plaintiff, to which shall be prefixed a concise statement of the subjects on which a discovery is sought, and to deliver a copy of

such interrogatories to the plaintiff or his solicitor, and such plaintiff shall be bound to answer such interrogatories, in like manner as if the same had been contained in a bill of discovery filed by the defendant against him on the day when such interrogatories shall have been filed, and as if the defendant to such bill of discovery had on the same day duly appeared; and the practice of the Court with reference to excepting to answers for insufficiency, or for scandal, shall extend and be applicable to answers put in to such interrogatories; provided that in determining the materiality or relevancy of any such answer, or of any exception thereto, the Court is to have regard, in suits commenced by bill, to the statement contained in the original bill, and in the answer which may have been put in thereto by the defendant exhibiting such interrogatories for the examination of the plaintiff, and in suits commenced by claim, to the statements therein, and in any affidavits which may have been filed either in support thereof or in opposition thereto; provided also that a defendant, if he shall think fit so to do, may exhibit a cross bill of discovery against the plaintiff, instead of filing interrogatories for his examination.

X. It shall be lawful for the Court, upon the application of any defendant in any suit, whether commenced by bill or by claim, but as to suits commenced by bill, where the defendant is required to answer the plaintiff's bill, not until after he has put in a full and sufficient answer to the bill, unless the Court shall make any order to the contrary, to make an order for the production by the plaintiff in such suit, on oath, of such of the documents in his possession or power relating to the matter in question in the suit as the Court shall think right, and the Court may deal with such documents when produced in such manner as shall appear just.

XI. Every plea, answer, disclaimer, or examination may be filed without any further or other formality than is required in the swearing and filing of an affidavit.

XII. In suits commenced in any of the said Courts by bill, where notice of motion for a decree or decretal order shall not have been given, or, having been given, where a decree or decretal order shall not have been made thereon, issue shall be joined by filing a replication, in the form or to the effect of the replication now in use in the said Courts, respectively, and where a defendant shall not have been required to answer and shall not have answered the plaintiff's bill, he shall be considered to have traversed the case made by the bill.

XIII. Where a defendant to a suit in any of the said Courts commenced by bill shall not have been required to answer the bill, and shall not have answered the same, such defendant shall be at liberty to move to dismiss the bill for want of prosecution, at such times and under such circumstances, and subject to such restrictions, as shall be in that behalf prescribed by any rules or orders to be made by the Judges of the said Courts, respectively, in that behalf.

XIV. Every affidavit to be used in the said Courts shall be divided into paragraphs, and every paragraph shall be numbered consecutively, and, as nearly as may be, shall be confined to a distinct portion of the subject.

XV. When any suit commenced in any of the said Courts by bill shall be at issue, the Court or a Judge thereof may, upon the application of any of the parties to the suit, and by consent of all the other parties thereto, make an order that the parties shall be at liberty to verify their respective cases by affidavit, and such cases may thereupon be verified accordingly. If any one or more of the parties, who shall not have a sufficient interest in the matters in question to require the evidence to be oral, shall not consent to the making of such order, the Court, or a Judge thereof, may make the same without the consent of such party or parties.

XVI. If no such order shall be made, the evidence to be adduced in the cause after issue joined therein shall be taken orally before the Court, and the atten-

dance of witnesses and the production of documents may be enforced in the manner for the time being in use on the Common Law side of the said Courts, respectively; provided that the Court may order any particular witness or witnesses within the jurisdiction of the Court, or any witness or witnesses out of the jurisdiction of the Court, to be examined, upon interrogatories or otherwise, under a commission, and to make such order relating to such examination as the Court may think fit; and provided also, that affidavits of particular witnesses, or affidavits as to particular facts or circumstances, may, by consent of the parties, or by leave of the Court obtained upon notice, be used on the hearing of any cause; such consent, and also the consent required by the XV. Section of this Act, may, with the approbation of the Court, be given by or on the part of married women or infants, or other persons under disability, being parties to any such suit.

XVII. Upon the hearing of any suit depending in any of the said Courts, whether commenced by bill or claim, and also upon the hearing of any motion, petition, or other proceeding in any of the said Courts, the Court, if it shall see fit so to do, may, upon the application of any of the parties thereto, or of its own accord, require and enforce the attendance and oral examination before itself of any witness, or of any party to the suit, and may also require and enforce the production of any document or documents, and may direct the costs of the attendance and examination of such witness or party, and of the production of such document or documents, to be paid by such of the parties to the suit, or in such manner as it may think fit.

XVIII. Any party in any suit or matter depending on the Equity side of any of the said Courts may, by order of the Court or of a Judge thereof, issue a writ of *subpoena ad testificandum* or *duces tecum*, for the purpose of compelling the attendance of any person before the said Courts, or before the Commissioner or Commissioners specially appointed for the purpose, at a time and place to be specified in such subpoena, to give evidence and produce documents in support of or in opposition to any claim, motion, petition, or other proceeding before the Court; and every person served with such subpoena shall be bound to attend in pursuance thereof, and to produce documents, and to give evidence, in like manner and subject to the same rules as a witness subpoenaed to attend or produce documents upon the trial of any cause in the said Court.

XIX. Any person who shall make an affidavit which shall be used or filed by any party to a suit in any of the said Courts, may, by the order of the Court or of a Judge thereof, be subjected to oral cross-examination by or before the Court, or a Commissioner or Commissioners to be appointed for that purpose, and may be subpoenaed to attend for that purpose, and to produce any document or documents, at a time and place to be specified in the subpoena; and any person so subpoenaed shall be bound to attend and produce such document or documents in pursuance of such subpoena, in the same manner, and subject to the same rules, as a witness subpoenaed to attend and give evidence or produce documents on the trial of a cause, and such person may be cross-examined and re-examined orally; provided that the Court shall always have a discretionary power of acting upon such evidence as may be before it at the time, and of making such interim orders as may appear necessary to meet the justice of the case.

XX. The costs of the attendance of any person, for the purpose of cross-examination as aforesaid, and of the said cross-examination and re-examination, shall be paid by the parties respectively, in like manner as if the person so attending to be cross-examined were the witness of the party cross-examining, and shall be deemed costs in the cause of such parties respectively, unless the Court shall think fit otherwise to direct.

XXI. It shall not be competent to any defendant in any suit in any of the said Courts to take any objection for want of parties to such suit, in any case to which

the rules hereinafter set forth extend, and such rules shall be deemed and taken as part of the law and practice of the said Courts respectively, and any law or practice of any of the said Courts inconsistent therewith shall be and is hereby abrogated and annulled.

Rule 1st.—Any residuary legatee or next of kin may, without serving the remaining residuary legatees or next of kin, have a decree for the administration of the personal estate of a deceased person.

Rule 2nd.—Any legatee interested in a legacy charged upon real estate, and any person interested in the proceeds of real estate directed to be sold, may, without serving any other legatee or person interested in the proceeds of the estate, have a decree for the administration of the estate of a deceased person.

Rule 3rd.—Any residuary devisee or heir may, without serving any co-residuary devisee or co-heir, have the like decree.

Rule 4th.—Any one of several cestuis que trust under any deed or instrument may, without serving any other of such cestuis que trust, have a decree for the execution of the trusts of the deed or instrument.

Rule 5th.—In all cases of suits for the protection of property pending litigation, and in all cases in the nature of waste, one person may sue on behalf of himself and of all persons having the same interest.

Rule 6th.—Any executor, administrator, or trustee, may obtain a decree against any one legatee, next of kin, or cestuis que trust, for the administration of the estate or the execution of the trusts.

Rule 7th.—In all the above cases the Court, if it shall see fit, may require any other person or persons to be made a party or parties to the suit, and may, if it shall see fit, give the conduct of the suit to such person as it may deem proper, and may make such order in any particular case as it may deem just for placing the defendant on the record on the same footing in regard to costs as other parties having a common interest with him in the matters in question.

Rule 8th.—In all the above cases the persons who, according to the present practice of the Court, would be necessary parties to the suit, shall be served with notice of the decree, and after such notice they shall be bound by the proceedings in the same manner as if they had been originally made parties to the suit, and they may, by an order of Court, have liberty to attend the proceedings under the decree; and any party so served may within such time as shall in that behalf be prescribed by the rule or order to be made by the said Courts respectively in that behalf, apply to the Court to add to the decree.

Rule 9th.—In all suits concerning real or personal estate which is vested in trustees under a will, settlement, or otherwise, such trustees shall represent the persons beneficially interested under the trust, in the same manner and to the same extent as the executors or administrators in suits concerning personal estate represent the persons beneficially interested in such personal estate, and in such cases it shall not be necessary to make the persons beneficially interested under the trusts parties to the suit, but the Court may, upon consideration of the matter on the hearing, if it shall so think fit, order such persons or any of them to be made parties.

XXII. The practice of setting down a cause merely on an objection for want of parties to the suit shall be abolished.

XXIII. If in any suit or other proceeding before any of the said Courts, it shall appear to the Court that any deceased person who was interested in the matters in question has no legal personal representative, it shall be lawful for the Court either to proceed in the absence of any person representing the estate of such deceased person, or to appoint some person to represent such estate for all the purposes of the suit or other proceeding, on such notice to such person or persons, if any, as the Court shall think fit, either especially or generally,

by public advertisements; and the order so made by the said Court, and any orders consequent thereon, shall bind the estate of such deceased person, in the same manner in every respect as if there had been a duly constituted legal personal representative of such deceased person, and such legal personal representative had been a party to the suit or proceeding, and had duly appeared and submitted his rights and interests to the protection of the Court.

XXIV. It shall be lawful for any person claiming to be a creditor, or a specific pecuniary or residuary legatee, or the next of kin of some or one of the next of kin of a deceased person, to apply for and obtain as of course, without bill or claim filed, or any other preliminary proceedings, a summons from a Judge of any of the said Courts, requiring the executor or administrator, as the case may be, of such deceased person, to attend before him at chambers for the purpose of showing cause why an order for the administration of the personal estate of the deceased should not be granted, and upon proof by affidavit of the due service of such summons, or on the appearance in person, or by his solicitor or counsel, of such executor or administrator, and upon proof by affidavit of such other matters, if any, as such Judge shall require, it shall be lawful for such Judge, if in his discretion he shall think fit so to do, to make the usual order for the administration of the estate of the deceased, with such variations, if any, as the circumstances of the case may require, and the order so made shall have the force and effect of a decree to the like effect made on the hearing of a cause or claim between the same parties; provided that such Judge shall have full discretionary power to grant or refuse such order, or to give any special directions touching the carriage or execution of such order, and in the case of applications for any such order by two or more different persons or classes of persons, to grant the same to such one or more of the claimants, or of the classes of claimants, as he may think fit; and if the Judge shall think proper, the carriage of the order may subsequently be given to such party interested, and upon such terms as the Judge may direct.

XXV. A duplicate or copy of such summons shall, previously to the service thereof, be filed in the office of the registrar or other proper officer of the Court to a Judge whereof such application for a summons shall be made, and no service thereof upon any executor or administrator shall be of any validity unless the copy so served shall be countersigned by such registrar as an indication of the filing thereof, and the filing of such summons shall have the same effect with respect to *lis pendens* as the filing of a bill or claim.

XXVI. It shall be lawful for any person claiming to be a creditor of any deceased person, or interested under his will, to apply for and obtain in a summary way, in the manner hereinbefore provided with respect to the personal estate of a deceased person, an order for the administration of the immovable estate of a deceased person, being a Hindoo or a Mahomedan, or for the administration of the real estate of a deceased person, not being a Hindoo or a Mahomedan, where the whole of such real estate is by devise vested in trustees who are by the will empowered to sell such real estate, and authorized to give receipts for the rents and profits thereof, and for the produce of the sale of such real estate; and all the provisions hereinbefore contained with respect to the application for such order in relation to the personal estate of a deceased person and consequent thereon, shall extend and be applicable to applications for such orders as hereinbefore mentioned with respect to immovable or real estate.

XXVII. It shall be lawful for the Court, in any suit for the foreclosure of the equity of redemption in any mortgaged property, upon the request of the mortgagee or of any subsequent incumbrancer, or of the mortgagor or any person claiming under them respectively, to direct a sale of such property instead of a foreclosure of such equity of redemption on such terms as the Court may

think fit to direct, and if the Court shall so think fit, without previously determining the priorities of incumbrances or giving the usual or any time to redeem; provided that if such request shall be made by any subsequent incumbrancer, or by the mortgagor, or by any person claiming under them, respectively, the Court shall not direct any such sale without the consent of the mortgagee, or the person claiming under him, unless the party making such request shall deposit in Court a reasonable sum of money, to be fixed by the Court, for the purpose of securing the performance of such terms as the Court may think fit to impose on the party making such request.

XXVIII. No suit in any of the said Courts shall be dismissed by reason only of the misjoinder of persons as plaintiffs therein, but wherever it shall appear to the Court that notwithstanding the conflict of interest in the co-plaintiffs, or the want of interest in some of the plaintiffs, or the existence of some ground of defence affecting some or one of the plaintiffs, the plaintiffs, or some or one of them, are or is entitled to relief, the Court shall have power to grant such relief, and to modify the decree, according to the special circumstances of the case, and for that purpose to direct such amendments, if any, as may be necessary, and at the hearing, before such amendments are made, to treat any one or more of the plaintiffs as if he or they was or were defendant or defendants in the suit, and the remaining or other plaintiff or plaintiffs was or were the only plaintiff or plaintiffs on the record; and where there is a misjoinder of plaintiffs, and the plaintiff having an interest shall have died, leaving a plaintiff on the record without an interest, the Court may, at the hearing of the cause, order the cause to stand revived as may appear just, and proceed to a decision of the cause if it shall see fit, and to give such directions as to costs or otherwise as may appear just and expedient.

XXIX. No suit in any of the said Courts shall be open to objection on the ground that a merely declaratory decree or order is sought thereby, and it shall be lawful for the Court to make binding declarations of right without granting consequential relief.

XXX. It shall be lawful for the Court to adjudicate on questions arising between parties, notwithstanding that they may be some only of the parties interested in the property respecting which the question may have arisen, or that the property in question is comprised with other property in the same settlement, will, or other instrument, without making the other parties interested in the property respecting which the question may have arisen, or interested under the same settlement, will, or other instrument, parties to the suit, and without requiring the whole trusts and purposes of the settlement, will, or other instrument to be executed under the direction of the Court, and without taking the accounts of the trustees or other accounting parties, or ascertaining the particulars or amount of the property touching which the question or questions may have arisen. Provided always, that if the Court shall be of opinion that the application is fraudulent or collusive, or for some other reason ought not to be entertained, it shall have power to refuse to make the order prayed.

XXXI. Upon any suit in any of the said Courts becoming abated by death, marriage or otherwise, or defective by reason of some change or transmission of interest or liability, it shall not be necessary to exhibit any bill of revivor or supplemental bill in order to obtain the usual order to revive such suit, or the usual or necessary decree or order to carry on the proceedings; but an order to the effect of the usual order to revive, or of the usual supplemental decree, may be obtained as of course, upon an allegation of the abatement of such suit, or of the same having become defective, and of the change or transmission of interest or liability; and an order so obtained, when served upon the party or parties who, according to the present practice of the said Court, would be defendant or defendants to the bill of revivor or supplemental bill, shall, from the time of

such service, be binding on such party or parties, in the same manner in every respect as if such order had been regularly obtained according to the existing practice of the said Courts, and such party or parties shall thenceforth become a party or parties to the suit, and shall be bound to enter an appearance thereto in the office of the registrar or other officer of the Court, within such time and in like manner as if he or they had been duly served with process to appear to a bill of revivor or supplemental bill filed against him; provided that it shall be open to the party or parties so served, within such time after service as shall be in that behalf prescribed by any rule or order to be made by the Judges of the said Courts respectively in that behalf, to apply to the Court by motion or petition to discharge such order on any ground which would have been open to him on a bill of revivor or supplemental bill, stating the previous proceedings in the suit and the alleged change or transmission of interest or liability, and praying the usual relief consequent thereon; provided also, that if any party so served shall be under any disability, other than coverture, such order shall be of no force or effect as against such party until a guardian or guardians *ad litem* shall have been duly appointed for such party, and such time shall have elapsed thereafter as shall be prescribed by any rule or order to be made by the Judges of the said Courts respectively in that behalf.

XXXII. It shall not be necessary to exhibit any supplemental bill in any of the said Courts for the purpose only of stating or putting in issue facts or circumstances which may have occurred after the institution of any suit; but such facts or circumstances may be introduced by way of amendment into the original bill of complaint in the suit, if the cause is otherwise in such a state as to allow of an amendment being made in the bill, and if not, the plaintiff shall be at liberty to state such facts or circumstances on the record, in such manner, and subject to such rules and regulations with respect to the proof thereof and the affording the defendant leave and opportunity of answering and meeting the same, as shall in that behalf be prescribed by any rule or order to be made by the Judges of the said Courts respectively.

XXXIII. It shall be lawful for the Court in any case where any account is required to be taken, to give such special directions, if any, as it may think fit, with respect to the mode in which the account should be taken or vouched, and such special directions may be given either by the decree or order directing such account, or by any subsequent order or orders, upon its appearing to the Court that the circumstances of the case are such as to require such special directions, and particularly it shall be lawful for the Court, in cases where it shall think fit so to do, to direct that in taking the account, the books of account in which the accounts required to be taken have been kept, or any of them, shall be taken as *prima facie* evidence of the truth of the matters therein contained, with liberty to the parties interested to take such objections thereto as they may be advised.

XXXIV. If after a suit shall have been instituted in any of the said Courts in relation to any real estate, it shall appear to the Court that it will be necessary or expedient that the said real estate, or any part thereof, should be sold for the purposes of such suit, it shall be lawful for the said Court to direct the same to be sold at any time after the institution thereof, and such sale shall be as valid to all intents and purposes as if directed to be made by a decree or decretal order on the hearing of such cause; and any party to the suit in possession of such estate, or in receipt of the rents and profits thereof, shall be compelled to deliver up such possession or receipt to the purchaser or such other person as the Court shall direct.

XXXV. Where any real or immoveable or any personal property shall form the subject of any proceedings in any of the said Courts, and the Court shall be satisfied that the same will be more than sufficient to answer all the claims thereon, which ought to be pro-

vided for in such suit, it shall be lawful for the said Court, at any time after the commencement of such proceedings, to allow to the parties interested therein, or any one or more of them, the whole or part of the annual incomes of such real or immoveable property, or a part of such personal property, or a part or the whole of the income thereof, up to such time as the said Court shall direct, and for that purpose to make such orders as may appear to the said Court necessary or expedient.

XXXVI. Upon application, by motion or petition, to any of the said Courts in any suit depending therein for an injunction, or a receiver, or to dissolve an injunction or discharge an order appointing a receiver, the answer of the defendant shall, for the purpose of evidence on such motion or petition, be regarded merely as an affidavit of the defendant, and affidavits may be received and read in opposition thereto.

XXXVII. In case any of the directions herein contained with respect to the practice and course of proceedings in any of the said Courts shall, by mistake of parties, fail to be followed in any suit or proceeding in any of the said Courts, it shall be lawful for the Court, if it shall think fit, upon payment of such costs as such Court shall direct, to make such order giving effect to and rectifying such proceedings as may be justified by the merits of the case.

XXXVIII. In cases where, according to the present practice of the said Courts, they decline to grant equitable relief until the legal title or right of the party or parties seeking such relief, shall have been established in a proceeding at law, the said Court, sitting as a Court of Equity, may itself determine such title or right, without requiring the parties to proceed at law to establish the same.

XXXIX. The Judges of the said Courts respectively may, from time to time, make General Rules and Orders for carrying the purposes of this Act into effect, and for regulating the times and form and mode of proceeding, and generally the practice of the said Court, in respect of the matters to which this Act relates, and for regulating the fees and allowances to all officers of the said Court and solicitors thereof, in respect to such matters, and, so far as may be found expedient, for altering the course of proceeding hereinbefore prescribed in respect to the matters to which this Act relates or any of them, and such Rules and Orders may, from time to time, be rescinded or altered by the like authority, and all such Rules and Orders shall be subject to be confirmed or disallowed by the Governor General of India in Council, and to be altered or rescinded by Her Majesty, her heirs or successors, in Council, in the same manner as the like Rules and Orders would have been, if made by the said Courts respectively under their general or statutory power of making Rules.

XL. This Act shall extend to suits and proceedings on the Equity side only of the said Supreme Courts, and in the construction of this Act the words "Bill of Complaint" shall mean and include "Information," the word "Affidavit" shall mean and include "Affirmation" in cases where affirmation is allowed.

XLI. This Act shall commence and take effect from and after the day of provided that it shall be lawful for the Judges of the said Courts respectively to make and issue any such Rules or Orders as aforesaid at any time after the passing of this Act, so as the same be not made to take effect before the time appointed for the commencement of this Act.

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

Ordered, that the said Draft be reconsidered at the first Meeting of the Legislative Council of India after the 1st day of July next.

J. P. GRANT,
Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 8th April 1853.

The following Draft of a proposed Act was read in Council for the first time on the 8th April, 1853 :—

ACT No. — OF 1853.

An Act to facilitate the removal of Nuisances and Encroachments below High Water Mark in the Islands of Bombay and Colaba.

Whereas there is a large sea shore in the Islands of Bombay and Colaba, and it is expedient, with a view to the safe navigation of the harbour of Bombay, and to the public interests generally, to facilitate the removal of nuisances, obstructions, and encroachments below high water mark in the said harbour, or upon or about the shores of the said Islands ; It is enacted as follows :—

I. It shall be lawful for the Collector of Land Revenue at Bombay to give notice requiring the removal of any nuisance, obstruction, or encroachment anywhere below high water mark in the said harbour of Bombay, or upon or about the shores of the said Islands. Such notice shall be given by affixing the same in some conspicuous place on or near to the encroachment, obstruction, or nuisance complained of, and by publication thereof in the *Bombay Government Gazette*, and shall state that unless the nuisance, obstruction, or encroachment be removed or abated within one month, the same will be removed or abated by the said Collector. Such notice may be in the Form No. 1, in the Schedule to this Act annexed, or to the like effect.

II. If any person shall deny the right of the said Collector to effect such abatement or removal, he shall, within one month after such notice shall have been given as aforesaid, apply to the Supreme Court of Judicature at Bombay, by petition, setting forth the grounds of his alleged right, and praying that the said Collector may be restrained from causing such abatement or removal, and the said Court may thereupon (on the petitioner's giving sufficient security for costs), give such directions, and make such orders as the said Court may think just ; and the said Court may also make an order for restraining the alleged nuisance, obstruction, or encroachment from being extended, or from being abated or removed by the said Collector, until after adjudication upon the said petition, or the dismissal thereof for want of prosecution.

III. No person shall be allowed, after the expiration of such period of one month, to present any such petition as aforesaid, unless on satisfactorily accounting to the said Court for the delay.

IV. If no such petition shall be presented within the said period of one month, or if the same be presented and determined against the right of the petitioner, or be dismissed for want of prosecution, it shall be lawful for the Collector to cause such abatement or removal as aforesaid by any person or persons to be authorized by warrant under his hand, and such warrant may be in the Form No. 2, in the Schedule to this Act annexed, or to the like effect, and the said Collector, and any person acting under his warrant, shall not be answerable for any damage unavoidably occasioned in the removal of any such nuisance, obstruction, or encroachment.

V. The said Collector may sell the materials of any encroachment or obstruction removed under this Act, and may apply the proceeds for sale in or towards payment of the expenses of the removal, and if any surplus shall remain, the same shall be forfeited, and be paid and applied in such way as the Governor of Bombay in Council shall direct.

VI. Nothing in this Act shall prejudice or affect the rights of the East India Company as trustees for the

Crown in any part of the said harbour, or of the sea shore of the said Islands, or preclude or interfere with any such proceedings, civil or criminal, for abating such nuisances and encroachments as aforesaid, as might have been had if this Act had not been passed.

VII. The words "high water mark" in this Act shall mean the ordinary line of high water at monsoon tides.

SCHEDULE.

FORM No. 1.

Notice is hereby given by the Collector of Land Revenue in Bombay, under Act of 1853, that (describe the encroachment) is to be removed within one month from the date hereof, otherwise the same will be removed by the said Collector under the authority of the said Act, dated the day of in the year of our Lord

Signature of Collector.

FORM No. 2.

This Warrant, granted by the Collector of Land Revenue in Bombay, under Act of 1853, is to authorize of to remove (describe encroachment) dated

Signature of Collector.

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

Ordered, that the said Draft be reconsidered at the first meeting of the Legislative Council of India after the 8th day of July next.

J. P. GRANT,
Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 22nd April 1853.

The following Draft of a proposed Act was read in Council for the first time on the 22nd of April 1853 :—

ACT No. — OF 1853.

An Act for bringing under the operation of the Regulations and Acts in force in the Presidency of Bombay, certain Territories subordinate to that Presidency.

Whereas the possessions of the Chief of Vishalghur, situate below the Ghauts in the Southern Concan, have been added to the British Territories :

I. It is hereby enacted, that from and after the 1st day of 1853, the villages and hamlets mentioned in the annexed Schedule shall be subject to all Regulations and Acts which are or shall be in force within the Territories subject to the Presidency of Bombay.

II. It is hereby further enacted that the Purgannahs of Yawul, Chopra, and Pachora, and the turf of Lohara, in the Province of Khandesh, formerly belonging to His Highness Scindia, and which have been permanently ceded to the British Government, shall be deemed to have been subject, from the 26th of February 1845, to the Regulations and Acts in force in the Bombay Presidency, to the same extent as if the said Purgannahs and turf had not been transferred to His Highness Scindia after the passing of Regulation XXIX, of 1827 of the Bombay Code, and shall continue to be subject to the same extent to all Regulations and Acts which are or shall be in force within the Territories subject to the Presidency of Bombay.

SCHEDULE.

Territorial description of the villages forming the Ghera of the Vishalghur Fort, formerly belonging to the Pratinidhee of Colapoor: they are bounded on the East by the Syhadree range, on the South and West by the Lanje Turf of the Rutnaghirree District, on the North by the Dewule Turf of the Rutnaghirree District.

The Ghera is comprised of the undermentioned villages and hamlets, 19:—

- | | |
|--|------------------------------|
| 1 Mouza Deode. | 11 Wadee Udhistee. |
| 2 Ditto Bhudkumbé. | 12 Ditto Chinehoortee. |
| 3 Ditto Wanjolee. | 13 Ditto Wad. |
| 4 Ditto Kooliré. | 14 Mouza Moorshee. |
| 5 Ditto Veerowlee Booz-oorg and Gowil. | 15 Ditto Bhowde. |
| 6 Ditto Kolé Wadee. | 16 Wadee Tipowné. |
| 7 Ditto Paloo. | 17 Khor Ninks Prubhau Wulla. |
| 8 Ditto Salpé. | 18 Wadee Oombrowné. |
| 9 Ditto Keirbet. | 19 Ditto Manchal. |
| 10 Wadee Ranjun. | |

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 22nd day of July next.

J. P. GRANT,
Secy. to the Govt. of India.

**FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,**

The 22nd April 1853.

The following Act is brought up before the Legislative Council this day, the Governor General of India in Council being desirous that no time should be lost in passing the Act:—

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

ACT No. IX. OF 1853.

An Act to amend Act No. VI. of 1853.

It is hereby enacted, that the first eight Sections of Act No. VI. of 1853, shall not extend to any case in which a petition for the sale of any saleable tenure was presented on the first day of Bysack, 1260, of the Bengal era, nor to any case in which any proceedings were pending at the time of the passing of the said Act.

J. P. GRANT,
Secy. to the Govt. of India.

Notice

Is hereby given, that sealed tenders will be received at the Superintendent of Bazars' Office, Poona, on the 10th May 1853, at 12 o'clock, noon, for the contracts for the exclusive privilege of selling Arrack and Country Liquor, and Ghanja, Opium, and Khuskbus, to the Troops of the Poona and Kirkee Cantonments, for one year, from the 1st June 1853 to the 31st May 1854.

The Troops at present composing the Brigade are as follows:—

H. M.'s 10th Royal Hussars.

- H. M.'s 78th Highlanders.
- H. M.'s 86th Regiment.
- Two Troops Horse Artillery.
- Sappers and Miners..... 261
- 3rd Regiment N. I. 777
- 27th Regiment N. I. 820
- Gun Lascars..... 49
- Poona and Kirkee Cantonments.
- Followers and Bazars, about.. 27,000

But should it so happen that any alteration takes place before the day fixed for the sale of the contracts, then the contracts are to be entered into for the number of Native Troops actually present on that day.

Each person tendering for the Liquor Contract must deposit the sum of (2,000) two thousand Company's Rupees, which will be forfeited in the event of delay, evasion, or refusal on the part of the parties concerned to execute the necessary agreement, should their tender be accepted.

The deposit on account of the Drug Contract must be one hundred (100) Company's Rupees.

Each person tendering for the Contract will be required to produce a certificate from two individuals of unexceptionable character, that they will stand security for him in the event of his tender being accepted.

The articles of agreement to be entered into by the contractors may be seen at the Superintendent of Bazars' Office, at Poona, on every lawful day, from 11 A. M. till 3 P. M. up to the day of sale.

The party whose tender for the Liquor Contract may be accepted will be required to bind himself to defray the expenses of maintaining a Preventive Police, where and whenever it may be found necessary by the Officer Commanding the Station, for preventing the clandestine sale of Spirits to European Troops.

The Distillery at Moondwa will be made over to the contractor, at the valuation of a Committee of European Officers, should a new contractor take the Contract, and fail to agree with the present owner as to the terms of transfer. Twenty (20) shops are allowed for the Sudder Bazar, and one in each Regimental Bazar, if not objected to by Commanding Officers. All the shops to be closed at 9 P. M., and no extra hours allowed.

G. C. EVEZARD, Lieutenant,
Acting Superintendent of Bazars and Police.
Camp, Poona, 23rd April 1853.

Notice

Is hereby given, that sealed Tenders will be received by the Deputy Commissary General for the conveyance to Madras of the following Military Stores:—

- 11 (Eleven) Barrels, containing Experimental Gunpowder, the tonnage of which (calculated by measurement at 50 feet per ton) is about 41 feet and 1.174 inches, less or more, consigned to the Principal Commissary of Ordnance at Madras.

Further particulars may be learnt on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted).

G. POPE, Major,
Deputy Commissary General.
Bombay, Depy. Commy. Genl.'s Office,
14th December 1852.

List of Unclaimed Sums in deposit in the Dock Yard Engineer's Office, on account of Wages due to Artificers and Biggarries returned from Aden.

No.	Names.	Amount of Wages.		
		Rs.	a.	p.
1	Mason Changoo Hurree ..	5	13	4
1	Miner Wittoo Balsette	5	13	4
1	Biggarree Hurree Pandoo..	0	10	8
2	" Wagoo Coolia ..	4	10	8
3	" Wisram Powar ..	4	10	8
4	" Rama Hutker ..	5	13	4
5	" Ranoo Ballajee..	5	13	4
6	" Hureoo Govind Jadov	1	5	4
7	Shaik Mahomed Shaik Ahmed .	2	5	4
8	" Sewlal Bhowaraya	4	10	8
9	" Mulloo Camatee ..	5	13	4
10	" Ragoo Jadov....	6	14	4
11	" Babajee Saloohka	5	2	6
12	" Gungajee Sellar..	6	7	2
Total, Rupees Sixty-six....		66	0	0

N.B.—All applications connected with the above Wages to be made at the Office of the Engineer to the Dock Yard, Presidency.

Bombay, Dock Yard Engineer's Office, 29th March 1853.

(Errors excepted)

C. W. TREMENHEERE, Captain,
Engineer to the Dock Yard.

आदनाहून कारांगीर व विगारी लोक परत आले त्यांचे पगारा बाबद गोदीचे इंजीनियरचे कचेरीत दावा केल्या वाचून ऐवज अमानत आहे त्याची याद.

नंबर.	नावें.	पगाराचा आंकडा.		
		रुपये.	आ.	पै.
१	गौडी चांगू हरी	५	१३	४
१	बेलदार वाठू बाळशेट	५	१३	४
१	विगारी हरी पांडू	०	१०	८
२	" वागू कुल्या	४	१०	८
३	" विश्राम पवार	४	१०	८
४	" रामा हटकर	५	१३	४
५	" राणू वाळाजी	५	१३	४
६	" हरकू गोविंद जाधव	१	५	४
७	" सेख महंमद सेख अहंमद	२	५	४
८	" सीवलाल भावराया	४	१०	८
९	" मलू कामाठी	५	१३	४
१०	" राणू ज्याधव	६	१४	४
११	" बाबाजी सालुखा	५	२	४
१२	" गंगाजी शेलार	६	७	२
एकूण साहासष्ट रुपये		६६	०	०

ताजाकलम वर लिहिलेले पगाराविशीं अर्ज करणे ते मुंबई येथील गोदीचे इंजीनियरचे कचेरीत करावे.

मुकाम मुंबई गोदीचे इंजीनियरची कचेरी तारीख २९ मार्च सन १८५३ इसवी.

चुकभूल ध्यावा यावी.

निशाणी.

सी. डब्ल्यू. ट्रेमेन्हीयर, कप्तान.

गोदीचे इंजीनियर.

A. RICHARDSON, Depy. Secy to Govt.

આઈનથી કારીગરો તથા બેગારીલોકો પાછાઆવા તેના પગારઆપત ગોદીના ઇનજનીઅરની કચેરીનાં દાવો કરાવગરનો અવેજ અનાંત છે તેની ઇઆદ.

નંબર	નામ.	પગારનો આંકડો.
		રૂ. આ. પ.
૧	ઢોડરોડો. આંચુ હરી	૫ ૧૩ ૪
૧	બેલદાર. વીકું બાલશ્રેઠ	૫ ૧૩ ૪
૧	બેગારી. હરી પાંડુ	૦ ૧૦ ૮
૨	.. વાચુ કુંલીઆ	૪ ૧૦ ૮
૩	.. વીશ્રાંત પવાર	૪ ૧૦ ૮
૪	.. રાંના હટકર	૫ ૧૩ ૪
૫	.. રાચુ બાલાજી	૫ ૧૩ ૪
૬	.. હરકું ગોવીંદ બ્દવ	૧ ૫ ૪
૭	.. શ્રીમ નાહનદ શ્રીમ આહનદ	૨ ૫ ૪
૮	.. શીવલાલ ભાવરાએ	૪ ૧૦ ૮
૯	.. મહુ કાંનાહી	૫ ૧૩ ૪
૧૦	.. રાચુ બ્દવ	૬ ૧૪ ૪
૧૧	.. બાબાજી શાહુભિકા	૫ ૨ ૪
૧૨	.. ગંગાજી શેલાર	૬ ૭ ૨
	આંકું છાશટ રૂપેઆ.	૬૬ ૦ ૦

તાબ્દકલંમ ઊપર લખેલા પગારોવીશ્રે અરજ કરવી તેમુપઇનાં ગોદીના ઇનજનીઅરની કચેરીનાં કરવી.

સુકાંત મુખઇ ગોદીના ઇનજનીઅરની કચેરી તારીખ ૨૯ મી માર્ચે ૧૮૫૩ ઇશવી. ભુલસુક લેવી દેવી.

નીચાંણી.

શી. ડબ્લ્યુ. ડી. ટરે મેનહીઅર, કપતાંન. ગોદીના ઇનજનીઅર.

A. RICHARDSON, Depy. Secy. to Govt.

List of Unclaimed Sums deposited in the Dock Yard Engineer's Office, on account of the Estates of the Biggarries of the Engineer Department at Aden, deceased on the voyage from Aden to Bombay.

When deposited.	By whom deposited.	On account of whose Estates.	Amount.
1853. March.	Captain J. J. F. Cruickshank, Garrison Engineer and Civil Architect, Presidency.	Biggarree Wittoo Balsette	Rs. as. p. 4 12 0
		„ Shaik Mahomed Shaik Ahmed	9 0 0
		Total, Rupees Thirteen and Annas Twelve	13 12 0

N.B.—All applications connected with the above Estates to be made at the Office of the Engineer to the Dock Yard, Presidency.

Bombay, Dock Yard Engineer's Office, 29th March 1853.

(Errors excepted)

C. W. TREMENHEERE, Captain,
Engineer to the Dock Yard.

आदन येथे इंजीनियर खात्यातील विगारी लोक आदनहून मुंबईस येताना मरण पावले त्यांचे जिंदगी बदल गोदीचे इंजीनियरचे कचेरींत दावा केल्यावांचून एवज अमानत आहे त्याची याद.

कधी ठेविला.	कोणी ठेविला.	कोणाचे जिंदगी बदल.	किती.
सन १८५३ मार्च.	मुंबई येथील ग्यारीसन इंजीनियर व सिविल आर्किटेक्ट कपतान जे. जे. एफ. कृकशांक.	विगारी विट्टू बाळशेट " सेख महंमद सेख अहंमद. एकंदर तेरा रुपये बारा आणे.	रु. आ. पै. ४ १२ ० ९ ० ० १३ १२ ०

ताजाकलम वर लिहिलेले जिंदगी बदल अज करणे ते मुंबई येथील गोदीचे इंजीनियरचे कचेरींत करावे.

मुकाम मुंबई गोदीचे इंजीनियरची कचेरी तारीख २९ मार्च सन १८५३ इसवी. चुकमूल घ्यावी याची.

निशाणी
सी. डब्ल्यु. ट्रेमनहॉयर, कपतान.
गोदीचे इंजीनियर.

A. RICHARDSON, Depy. Secy. to Govt.

आंननां धंनछनीअर आतांना येगारीयोडा आहंनथी मुंयधे आवतां नर(ण)पांना छे तेआनी छंनदगीआपत गोदीना धंनछनीअरनी कयेरीनां दावा करायगर अवेळ आनांन छे तेनी धंआद.

काडारेरांभो.	काणे रांभो.	कोणी छंनदगी यदल.	केटलो.
शंने १८५३ नारय.	मुयधेनां गारीशंन धंनछनीअर तथा शीवील आरकीटेकर कपतां न न. न. येक. क३कशांक.	येगारी. वीठु यालयेक. " शे म नाई नद शे " मयाड नद. अंके तेर ३ पेआ अने या २ आंनो	३. आ. प. ४ १२ ० ८ ० ० १३ १२ ०

ताजकलंन छपर ल येकी छंनदगी यदल अरळकरपी ते मुयधेनां गोदीना धंनछनीअरनी कयेरीनां करपी.

मुकाम मुयधे गोदीना धंनछनीअरनी कयेरी तारीख २८ नी नाडे नारय शंने १८५३ धंशपी. लुलसुक लेवी देवी.

नीशाणी.
शी. डयली. उरेनेनडीअर, कपतान.
गोदीना धंनछनीअर.

A. RICHARDSON, Depy. Secy. to Govt.

NOTICE TO MARINERS.
STORNOWAY LIGHTHOUSE AND BEACON.

The Commissioners of Northern Lighthouses hereby give Notice, that a Lighthouse has been built upon Arnish Point, at the entrance to the Harbour of Stornoway, in the Island of Lewis, in the County of Ross, the Light of which will be exhibited on the night of Saturday, 1st January 1853, and every night thereafter, from the going away of daylight in the evening, till the return of daylight in the morning.

The following is a specification of the Lighthouse, and the appearance of the Light, by the Engineer to the Commissioners:—

The Lighthouse is in N. Lat. 58° 11' 28", and

W. Long. 6° 22' 10". By Compass, the Lighthouse bears from Chicken Head N.W., distant about 3 nautical miles.

The Stornoway Light will be known to Mariners as a Revolving Light, which shows a Bright White Light once every half minute. The Light is elevated 56 feet above the level of high water of ordinary spring tides, and may be seen at the distance of about 10 miles, and at lesser distances according to the state of the atmosphere; to a near observer, in favourable circumstances, the Light will not wholly disappear between the intervals of greatest brightness. It illuminates an arc from about N.N.E. to about N.W. by N. ¼ N., facing the entrance to Stornoway, and an arc from about S.W. ¼ S. to about E.S.E., facing up the Harbour, the intervening arcs being masked.

The Commissioners further give notice that a Beacon has been erected on a Reef running out from Arnish Point, placed about 200 yards from the Lighthouse, on which a Light will be thrown from the Lighthouse Tower; and from the top of the Beacon an *apparent* or Reflected Light of low power will, in favourable states of the weather, be visible to Vessels entering the Bay.

The Commissioners hereby further give Notice, that by virtue of a Warrant from the Queen in Council, dated 11th February 1851, the following Toll or Duty to be levied in respect of that Light shall be as follows, viz :—

“ For every vessel belonging to the United Kingdom of Great Britain and Ireland (the same not belonging to her Majesty, her heirs and successors, nor being navigated wholly in ballast), and for every Foreign Vessel, which, by any Act of Parliament, Order in Council, Convention or Treaty, shall be privileged to enter the Ports of the said United Kingdom, upon paying the same duties of Tonnage as are paid by Vessels belonging to the United Kingdom (the same not being navigated wholly in ballast), which shall pass or derive benefit from the said Light at Stornoway, *one Farthing* per Ton of the burden of every such vessel for each time of passing or deriving benefit from the said Light, if on a Coasting Voyage, and double the said Toll for each time of passing or deriving benefit from the said Light, on an Oversea Voyage, and for every Foreign Vessel navigated as aforesaid not privileged in manner hereinbefore mentioned, double the amount of the respective Tolls hereinbefore specified.”

By Order of the Board,

(Signed) ALEX. CUNINGHAM, Secretary.

*Office of Lighthouse Board,
Edinburgh, November 25th 1852.*

Notice

Is hereby given, that verbal offers for the contract for the exclusive privilege of selling Arrack and Country Liquor to the Native Troops and Camp Followers composing the Deesa Field Brigade, for the term of one year, commencing from the 1st July 1853, will take place at the Superintendent of Bazars and Police Office, Deesa, at noon on the 2nd day of June 1853, and sealed tenders, accompanied by the requisite cash deposits, will also be received at the Commissary General's Office, Bombay, on the above-mentioned day and hour.

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

	Strength.
1 Regiment of Native Infantry...	681
1 Squadron of Light Cavalry....	162
Camp Followers.....	11,333

3. The strength of Regiments, &c. to be computed agreeably to the number of men actually present with the Force on the date of the Sale, which will be duly notified to the bidders at the time, and the amount of monthly payments shall not be increased or decreased on account of Troops arriving or departing from the Brigade, unless the strength of such Details exceeds one-fourth the number of men on account of whom the Contract has been entered into.

4. The tenders, verbal and sealed, are to specify the amount offered for the contract in Company's Rupees, and no person will be allowed to bid or tender for the contract unless he previously deposit in this Office, and in that of the Commis-

sary General's Office at Bombay, the sum of Company's Rupees five hundred (500), which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed of contract; and the person whose offer or tender is accepted will be required to add thereto a further sum sufficient to complete the amount to one month's stipulated payment in advance, which sum (including the above 500 Rupees) will be retained as a deposit in the Superintendent of Bazars' Office, until the expiration of the engagement.

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

6. Further, the contractor will have to make the monthly payment on account of this contract in advance, on the 1st of each month, commencing from the 1st June 1853.

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

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

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

10. The condition of this contract will not be considered in any respect binding, or in force, until confirmed by the Military Board.

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

W. B. SALMON, Captain,
Deputy Assist. Commy. General, N. D. A.,
In charge Bazars and Police D. F. B.

*Sudder Bazar Chowry and Police Office,
Camp near Deesa, 1st April 1853.*

બહાર અખર

આપીએ છું ન શ્રી દીશા કાંપના રેખ ત
થા કનવરી દારૂ લશકરી રહીઅત તથા કા
લા શીપાઇએને વેચવાનો ગુતો વરસ ૧
શુધીનો કરવાનો છે તારીખ ૧ જુલાઈ રૂ
ને ૧૮૫૩ થી તેજુ હારાન તારીખ ૨ જુન
રૂને ૧૮૫૩ ને દીવઘે અપારના શ્રી દીશાના
અખર તથા પોલીસ માશતરની હાકીશનાં
થાઘે તથા ગુપાઇનાં કાનેશરી નનારાલ શા
હેખની હાકીશનાં ઊપર લખેલે દીવઘે તથા
૧ અતે બીકેલીઓ સીટીઓ પણ એ ગુતાશન
ધી ઘે તથા તે સીટીઓની શાઘે અનાંત
રૂપીઆપણે ગુકાવઘે.

૨ કાલા શીપાઈએ દીયાના લશકરનાં
છે તેની વીગત.

ગીતલી.

૧ પલટણ કાલી પેદલની . . . ૬૮૧
૧ ઇશકાદરન કાલી તરપની . ૧૬૨
લશકરી રહીઅત. ૧૧૩૩૩

૩ પલટણ વીગરનો માંણસ ન દીવસે
ગુતો હરાજ થામે તે દીવસે નેટલાં હસે તે
ને હીયાયે ગણતરી લેવામે અને તે માંણ
શોની ગણતરી ને વેલા હરાજ થામે તેવેલા
એ શરવે કાંઈ ગુતો લેવા આપમે તેમને બ
તાવમે અને નેકાઈ દર મહીને શરકારને
ભરવાની માંગણીનાં દરમે તેનાં કાંઈ શીપા
ઈ કાંપનાં આવે અથવા બએ તેના શબ્દથી
તે ભરણાનાં એકાદુ અતકુ થવાગુ નશી શવા
એ ક હાલ ને લશકર છે તેના બીપરથી ગુ
તો કરવાનો છે ને લશકરનો ચાથો હીયા
૫ ઇઆ ઘટે તો ગુતાના પગારમાંથી તેની
૧૫ ઘટગુ નજરે લેવુ આપવુ દરમે.

૪ હરાજનાં તથા ખીડેલી સીદીનાં બ
ણવુ કે આટલા રૂપીઆ દર મહીને કુંપની
શીકાના શરકારને આપીશુ અને ને કાંઈ
હરાજનાં માંગણી કરવાને આપમે તથા મુ
બાઈનાં કાંનેશરી જનરાલ શાહેબની હાકી
શનાં સીદી આપવા બમે ને ધણી પેહેલાંથી
અનામતના રૂ. ૫૦૦) નાઓ નહી મુકમે
તો તેને હરાજનાં બોલાવા દેમે નહી તથા તે
ની સીદીએ લેમે નહી એનેપછે ને કાંઈ
ધણી હરાજનાં બોલાવપછે તથા સીદીએ
આપા પછે કંટરાટના કાગળ બીપર શહી
કરવાને હીલ કરમે ઇઆંબહાણુ કાડમે અથ
વા નામુકર બમે તો તે અનામતના રૂપીઆ
શરકાર દામલ થામે અને ને શમશની માં
ગણી અથવા સીદી મંજુર થમે તે ધણી પા
મેથી બીબ રૂપીઆ બાકીના નેટલા એક મ
હીનાના ભરણાના દરમે તેટલા પુરા કરા
વી લેમે પેશગી રાખવાને વાશતે અને તે પેશ
ગીના રૂપીઆ બબર માશતર શાહેબની તો
જારીનાં અનામત રમે બશુધી ગુતો પુરો
થામે તાંહાંશુધી.

૫ વલી અ શવાએ ગુતો રાખનાર ધણી
બે શારા આપરદાર અને મોતેબ જાંબીન
આપે તે જાંબીન પાતે પામે રહીને ગુતો બ
રાખર કરાર પરમાંણે ચલાવે અને કબી શ
રકારનાં ભરણાનાં મોટપડે તે જાંબીન પુ
રીકરી આપે.

૬ ગુતાવાલો ધણી ગુતાગુ દર મહીનાગુ
ભરણુ દર મહીનાની પેલી તારીમે પેશગી
આપે તે તારી મ ૧ જુન શંને ૧૮૫૩ થી શ
ર કરે.

૭ કદાપો કાંઈ છાંનો દાર ગોરા શોબ
રોને વચતો હોએ તેને પકડવાને કમંડોંગ
શાહેબ મુનાયબ નાંણો ને પોલીશનાં માંણ
૬

શ નાંહા કેથે રાખવાં નાંઈએ તો તે રાખ
વાનો ને ખરમ થમે તે ગુતો લેનાર ધણી
ને આપવો પડમે.

૮ આ ગુતો નેકાઈ લેએ તેનો નશી ત
થા મુકશાંન તે ધણીગુ છે અને ગુતાવાલા
ધણીને અશનાંની શુલતાંની શમંધી કમુન
જરે મલનાર નથી શવાએ નેકાઈ મુકુકંટ
રાજનાં લખેલુ છે તેથી સીજુ કાંઈ મુજરે ન
લમે નહી વાશતે ને કાંઈ અરજ કરમે ને
ગુતાના રૂપીઆનાંથી પાજુ નજરે લેવાને
તે અરજ કાંઈ શાંભલમે નહી.

૯ આંકંટરાટ શમંધી વીગતવારે પુછવુ
હમે તો શ્રી દીયાના કાંપનેધે બબર તથા
પોલીશ માશતરની હાકીશનાં તથા મુબાઈ
નમે કાંનેશરી જનરાલ શાહેબની હાકીશનાં
રવીવાર શવાએ દરરોજ કલાક ૧૦ થી ક
લાક ૪ શુધી અરજ કરમે તેને બતલાવો વા
કક કરમે.

ગુતો નાંહાંશુધી મીલેટરી બેરડ મંજુરો
કરે તાંહાંશુધી કચી પરકારે મુકરર થઆ
નાંણવો નહી.

ને કાંઈની સીદી અથવા માંગણી રદ કર
મે તેવુ કારણ કેમે નહી.

શદર બબર આવડી અને પોલીશ
હાકીશ કાંપ દીયા તારી મ ૧ અ
પરેલ શંને ૧૮૫૩ અંગરેજ.

W. B. SALMON, Captain,
Deputy Assist. Commy. General, N. D. A.,
In charge Bazaars and Police D. F. B.

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

On Fixed Loans on Government }
Notes } 4 ditto.
On Cash Credits and Loans on }
Government Notes..... } 5 ditto.
On Loans and deposit of Goods, &c. 6 ditto.

The rate of advance on deposit of 5 per cent.
Government Notes is 100 per cent., on 4 per cent.
Government Notes, 90 per cent., and on Goods,
three-fourths the approved value.

By Order of the Board of Directors,
J. STUART,
Secretary and Treasurer.
Bank of Bombay, 3rd February 1853.

BANK OF BOMBAY.

Notice is hereby given, that a General Meeting
of the Proprietors will be held in the Bank Office,
in the Fort, on Thursday the 12th proximo, at 11
o'clock in the forenoon, for the purpose of electing
a Director, under Section XIV. of Act III. of
1840, in room of J. A. Baumbach, Esq., resigned.

By order of the Board of Directors,
J. STUART,
Secretary and Treasurer.
Bombay, 28th April 1853.

Great Indian Peninsula Railway.

ALTERATION in the HOURS of DEPARTURE and ARRIVAL of TRAINS.

The Public are respectfully informed that on SUNDAY the 1st of May, and from that date UNTIL FURTHER NOTICE, the Trains will depart from, and arrive at, the several Stations at the Hours named in the annexed Table, viz :—

WEEK-DAY TRAINS.

BOMBAY TO TANNAH.			TANNAH TO BOMBAY.		
	FIRST TRAIN.	SECOND TRAIN.		FIRST TRAIN.	SECOND TRAIN.
	A. M.	P. M.		A. M.	P. M.
Bombay Departure	6 30	4 0	Tannah Departure	8 45	6 5
Bycullah „	6 43	4 13	Bhandoop „	9 1	6 21
Sion „	7 5	4 35	Sion „	9 25	6 45
Bhandoop „	7 29	4 59	Bycullah „	9 47	7 7
Tannah Arrival	7 45	5 15	Bombay Arrival	10 0	7 20

BOMBAY TO MAHIM.			MAHIM TO BOMBAY.		
	FIRST TRAIN.	SECOND TRAIN.		FIRST TRAIN.	SECOND TRAIN.
	A. M.	P. M.		A. M.	P. M.
Bombay Departure	7 45	5 20	Mahim Departure	9 0	6 20
Bycullah „	8 0	5 35	Bycullah „	9 25	6 45
Mahim Arrival	8 25	6 0	Bombay Arrival	9 40	7 0

SUNDAY TRAINS.

The FORENOON TRAINS on Sundays will depart and arrive at the same hours as those on week-days.

The AFTERNOON SUNDAY TRAINS will depart and arrive at the hours below named, viz :—

BOMBAY TO TANNAH.		TANNAH TO BOMBAY.	
	SECOND TRAIN.		SECOND TRAIN.
	P. M.		P. M.
Bombay Departure	2 30	Tannah Departure	5 30
Bycullah „	2 43	Bhandoop „	5 46
Sion „	3 5	Sion „	6 10
Bhandoop „	3 29	Bycullah „	6 32
Tannah Arrival	3 45	Bombay Arrival	6 45

BOMBAY TO MAHIM.		MAHIM TO BOMBAY.	
	SECOND TRAIN.		SECOND TRAIN.
	P. M.		P. M.
Bombay Departure	4 0	Mahim Departure	5 40
Bycullah „	4 15	Bycullah „	6 5
Mahim Arrival	4 40	Bombay Arrival	6 20

Double Tickets.—First Class will be issued to and from the Terminal Stations, (available to return the same day, and not transferable,) at three-fourths of the ordinary double Fare.

Children.—Infants in arms will be carried free ; Children under 10 years of age will be charged half fares.

Luggage.—100 lbs. of personal Baggage (not Merchandize) will be carried free for each First Class Passenger, 40 lbs. for each Second Class, and 20 lbs. for each Third Class Passenger. All excess over these specified allowances will be charged for.

Further information may be had at the several Stations.

(By order)

Bombay, April 26th, 1853.

D. M. ROCHE, Traffic Manager.

Advertisement.

Tenders are hereby invited for the conveyance of
 (7) Native Convicts and (3) time-expired
 Native Convicts to Singapore, of
 (10) Native Convicts to Penang, and of
 (1) European Convict, either to Calcutta, Madras,
 or direct to Van Dieman's Land.
By Order of the Commander in Chief Indian Navy,
 F. G. BONE, Secretary.

Commodore's Office, Bombay,
 4th May 1853.

Advertisement.

Passage to London is required for a Gunner of
 Artillery.
By Order of the Commander in Chief Indian Navy,
 F. G. BONE, Secretary.

Commodore's Office, Bombay,
 4th May 1853.

Notice

Is hereby given, that Sealed Tenders will be re-
 ceived by the Deputy Commissary General, for the
 conveyance to Calcutta of the following empty
 Saltpetre Barrels, Staves, Hoops, &c. consigned
 to the Principal Commissary of Ordnance there.

(162) One hundred and sixty-two Packages of
 empty Saltpetre Barrels, in Staves, Hoops, &c.
 the Tonnage of which (calculated by measurement
 at 50 feet per ton) is about 11½ tons, less or more.

The name of the Vessel on which it is proposed
 to convey the Stores is to be inserted in the
 tender.

Further particulars may be learnt on application
 at this Office, from 10 A. M. to 5 P. M. daily, (Sun-
 days excepted.)

G. POPE, Major,
 Deputy Commissary General.

Bombay, Depy. Commy. Genl.'s Office,
 18th March 1853.

Insolvent Debtors' Court.

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

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Pandoorung (alias Soonder) Hurry- chundjee.	A Clerk in the Office of Frederick Darby, Esquire, Solicitor.	Hindoo.....	Without the Fort, near the Market in Tailor's Street.	23rd	April	1853.
Noor Manah	A dealer in Hack Buggies ..	Mahomedan..	Without the Fort, in Butcher's Street.	25th	"	"
Thucker Assum Fur- rasram.	A dealer in Milk, &c.....	Hindoo.....	Without the Fort, in Memon Wada.	26th	"	"
Ameerbhoy Cader- bhoy, Borah.	Late a dealer in Dammer, Tar, and Blacking.	Mahomedan..	Without the Fort, at Mussid Bunder.	27th	"	"
Bappoojee Morojee ..	A Clerk in the Military Board Office.	Hindoo.....	Without the Fort, be- hind the Grand Por- tuguese Church.	28th	"	"
Nanjee Luckhoo	A Cotton Broker.....	Hindoo	Without the Fort, in Sootar Chawl.	"	"	"
Wittuldass Bho- y-chund.	Formerly a General Merchant.	Hindoo	Without the Fort, near Momba Davy.	29th	"	"
Bhungasallee Hurgo- vundass Nanabhoy, and Wittuldass Na- nabhoy.	Lately carried on trade under the name and firm of Hur- govundass Wittuldass.	Hindoos.	Without the Fort, in Barbhoy's Mollah.	30th	"	"

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

Days appointed for Hearing the Petitions of the undermentioned Insolvents.

Names.	Time.		
	Day.	Month.	Hour.
Nimbajee Sumbajee	1st Monday.....	June next	11 o'clock.
Noor Manah.....	Ditto.	Ditto.	Ditto.
Pandoorung (alias Soonder) Hurrychundjee.	Ditto.	Ditto.	Ditto.

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

J. A. McKENZIE, Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 3rd day of May 1853.

નાદાર દેવાદારોની કોરટ મધે.

બહુર ખપર એ ઊપરથી આપવામાં આવે છે, જે નામ ખ્યાનશયે નીચે શખશો લખીયા છે, એએ મુંબઈની નાદાર દેણદાર લોકોનાં છુટકા કરનારી કોરટને અરજીઓ આપી છે, કે વીકટોરી નાના અગીઆરને વરસે જે ધારો બનાવી પસાર કરીઓ છે, તેના એકવીશમાં ખાખ પરમાંથી કીરપા રીને હમોને દાદને પોહુંઆડો.

નામ.	ધંધો.	ખત.	રેહુવાનું ઠંકાણું મુંબઈ મધે.	અરજીઓ દાખલ કરીઆની તારીખ.		
				દીવશ.	નાશ.	વરસ.
હુરંગ (ઊરરે શુંદર) હરીચંદલ.	ફરેડરીક ડારબો શાહુખ વકીલની હાકીશનાં લખનારો.	હોંડુ.	કોટખાર નારકી ઠ પાશે છીપી મોલાનાં.	૨૩ મો.	આપરે લ.	૧૮૫૩
મુરુના	ભાડે ખગી શેરખનાર	મુશલના	કોટખાર ખાટકી મોલાનાં.	૨૫ મો.	આપરે લ.	એલ
કર આશંખ ફરશરાંખ	કુધ વીગરે વેઅનાર	હોંડુ.	કોટખાર મેમણ વાડાનાં.	૨૬ મો.	આપરે લ.	એલ
મનીરભાઈ કાદરભાઈ વારા.	થોડાઠાડા ઊપર દાનર તથા તાર તથા ખલાકીન વેઅનારો.	મુશલના	કોટખાર મશીદ ખંદર આગલ.	૨૭ મો.	એલ	એલ
પાપુલ મોરજી . . .	નીલીટરી મોરડની હાકીશનાં લખ નારો.	હોંડુ.	કોટખાર ફરંગી ના મોટા દેવલ ની પાંજીલ.	૨૮ મો.	એલ	એલ
પાંણજી લંબુ . . .	રઊનો દલાલ	હોંડુ.	કોટખાર શુથાર ચાલીનાં.	૨૮ મો.	એલ	એલ
વીઠલદાશ ભાઈચંદ	આગલ શરવે ચીજનો વેપારી.	હોંડુ.	કોટખાર માંનાંદે વી આગલ.	૨૯ મો.	એલ	એલ
મંગુશાહી હરગોવંદશ	આગલ હરગોવંદદાશ વીઠલદાશને શ નાનાભાઈ તથા વીઠલદાશ નાનાભા હુનો.	હોંડુ.	કોટખાર પારભા આના મોલાનાં.	૩૦ મો.	એલ	એલ

ઊપર લખેલા નાદાર દેવાદારોની ખાખતનાં શીરશતા પરમાંથી હુકું થયા છે, કે ઊપર લખેલા ધ રાનો શાતમી કલમ પરમાંથી નાદાર દેવાદાર મલકુરોની શથાવર તથા નંગમ નીલકત તથા મોલવશત આ નામદાર કોરટનાં આકીશીઆલ આશાએનીના તાખામાં આપે *

નીચે લખેલા નાદાર લોકોની અરજીઓ શંભલવાશર ઠરાવેલા દીવશ *

નામ.	ખત.		
	દીવશ.	નાશ.	કલાંક.
નીમખાજી શંભાજી	૧ લો શોખવાર.	આવતો જીન.	૧૧
મુરુના	એલ	એલ	એલ
પાંડુરંગ (ઊરરે શુંદર) હરીચંદલ	એલ	એલ	એલ

આડા આપનાર લેણદારોએ, થોડાનાં થોડા શંભલવાના તણ દાહડા અગાઊ શોગણનાંમાથી શા ખીત કીધેલા પોતાના દાવા હુનારી આકીશનાં દાખલ કરવા નાઈએ. તથા શીરશતા પરમાંથી કી આપવી નાઈએ. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ નીલકતની, ટીપો હુનારી આકીશ નાં દાખલ કરાવી છે *

શ્રી મુંબઈના કોટ મધે, કોરટના કલારકની આકીશનાં, લખી તારીખ ૩ મેએ શને ૧૮૫૩.

જે.—એ.—મકેનજી,
કોરટનાં કલારક શહી.
(True Translation.)
R. X. MURPHY, Chief Translator.

Notice.

Verbal offers will be received at this Office, at noon precisely on Monday next, the 9th instant, for the supply of the undermentioned articles, and of such others as this Department may be required to supply during the intermediate period, viz:—

- 24 Jars, (Europe), of 40 lbs.
- 1 Leather Hose, for drawing Water, 36 feet long, and 4 inches in diameter.
- 2 Stones, Lithographic, 15" × 10".
- 4 Ditto ditto, 19½" × 14½".
- 112 lbs. Rope, Coir, for Buckets.
- Cooking Pots, to be tinned.
- 1 Set Scales, Copper, (English,) in a box, with Weights of sizes, to hold and to weigh 200 or 250 Company's Rupees in each Scale.
- 50 lbs. Orpiment, red.
- 24 Knives, Shoemaker.
- 2 Dozen Locks, Pad, Brass, 2½-inch, common.
- 500 Yards Dugarée, double, blue, 12 ozs. to the square yard, or 9 square feet.
- 1389 Yards Cloth, Dugaree, double bleached, 12 ozs. to the square yard, or 9 square feet.
- 500 Yards Cloth, Dugaree, single, unbleached, 6 ozs. to the square yard, or 9 square feet.
- 200 Yards Cloth, Dugaree, double, unbleached, 12 ozs. to the square yard, or 9 square feet.
- 1 Press, large, Teakwood, with folding doors, locks and keys complete.
- 1 Shroff's Bench, Teakwood.
- 1 Screen, Teakwood, covered with red Cloth.
- 1 Table, large, Blackwood, with 6 drawers, locks and keys, &c. complete.
- 1 Slope for ditto ditto.
- 1 Chest Coopers' Tools, complete, (Europe).
- 1 Plane, large, for Coopers.
- 1 Stone, Grinding, for sharpening Tools, &c.
- 5 lbs. Vermillion.
- 2 Levers, Iron.
- 2 Weights, adjusting Steel-yard, 5 ozs. 9 dwts. and 19 grs. Troy.
- 2 Weights, balancing, 4 lbs. 10 ozs. Avoirdupois.
- 2 Ditto, weighing 3½ ozs. Troy.
- 2 Ditto, ditto 7 ozs. 4 grs. ditto.
- 2 Ditto, ditto 14 ozs. 10 grs. ditto.
- 2 Ditto, ditto 27½ ozs. 4½ dwts. 3 grs. ditto.
- 2 Ditto, ditto 2 lbs. 14 ozs. Avoirdupois, and ½ scruple Troy.
- 2 Weights, weighing 3 lbs. 13 ozs. Avoirdupois, and ½ oz. Troy.
- 2 Weights, weighing 9 lbs. 9 ozs. Avoirdupois.
- 1 Chair, large.
- 3 Night Chairs, require new lids.
- 1 Case of Machinery, requires repairs.
- 3 Cases Instruments, Mathematical, Pocket.
- 16 Yards Cloth, blue, coarse.

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

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

Bills for articles supplied must be preferred within one month from the date of the delivery of the articles, in default of which dealers will be liable to forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appear that the delay was unavoidable.

All further particulars may be learnt on application at this Office, from 10 A. M. till 5 P. M. daily, Sunday excepted.

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

A. W. LUCAS, Lieutenant,
Sub-Assistant Commissary General, in Charge.
Bombay, Depty. Commy. Genl's Office,
4th May 1853.

Notice

Is hereby given, that persons desirous of entering into a contract for supplying Grain, &c. to the European Troops at the Presidency, Indian Naval Department, House of Correction, and County Gaol, and for such other purposes as may from time to time be required by the Commissariat Department, for the service of Government, for the term of one year from the 1st day of July next, may, on application at this Office, from 11 A. M. till 5 P. M. daily, (Sundays excepted,) obtain copies of the Schedule or List of Prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Friday the 20th instant, at 2 P. M. precisely, when intending contractors will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, according to masters which may be seen in this Office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores, if required, and afterwards to the indenting departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees (1,460) one thousand four hundred and sixty, which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract, whenever required to do so, on his offer being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (5,842) five thousand eight hundred and forty-two, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him, in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty to (300) three hundred, at the option of the execu-

tive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes such a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit of Rupees (1,460) one thousand four hundred and sixty, mentioned in paragraph 3 of this Notice, will be forfeited to Government.

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

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

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

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

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

10. Any party who, after offering for the contract, fails to furnish the necessary security, as provided for in Clause 7th of this Notice, will be interdicted from bidding on future occasions, unless he produces a certificate from individuals of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.

11. The annual outlay on the above contract is estimated at Rupees 29,210.

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

A. W. LUCAS, Lieutenant,
Sub-Assistant Commissary General, in Charge.
Bombay, Depy. Commy. Genl.'s Office,
4th May 1853.

OPIMUM MEMORANDUM for the Week ending Tuesday, 3rd May 1853.

YEARS.	PASSES GRANTED			IMPORTED INTO BOMBAY			EXPORTED BY SEA			Balance unaccounted for.	Details of Exports from 27th April to 3rd May 1853.	
	Up to the 26th April 1853.	Bombay.	Malwa.	Total.	Up to the 26th April 1853.	From 27th April to 3rd May 1853.	Total.	Up to the 26th April 1853.	From 27th April to 3rd May 1853.			Total.
For 1846-47. Chests	19,521	..	..	19,521	19,402	..	19,521	19,481	..	19,481	10 1/2	OP OF THE SEASON 1851-52.
" 1847-48. "	15,861	..	..	15,861	15,860 1/2	..	15,861	15,854 1/2	..	15,854 1/2	5 1/2	Per Steamer "Ganges"
" 1848-49. "	16,861	..	..	16,861	16,860	..	16,861	16,845 1/2	..	16,845 1/2	14 1/2	..... Chests 1 1/2
" 1849-50. "	15,978 1/2	..	..	15,978 1/2	15,970	..	15,978 1/2	15,890 1/2	..	15,890 1/2	79 1/2	OF THE SEASON 1852-53.
" 1850-51. "	24,052 & 8-5/8 lbs.	..	..	24,052 & 8-5/8 lbs.	24,044 & 45 lbs.	..	24,052 & 8-5/8 lbs.	24,031 1/2	..	24,031 1/2	12 1/2 & 45 lbs.	Steamer "Ganges"
" 1851-52. "	26,047 1/2	..	..	26,047 1/2	26,041	..	26,047 1/2	25,975 1/2	1 1/2	25,977	64	..... Chests 52 1/2
" 1852-53. "	29,183 1/2	..	1,133	24,310 1/2	19,173 1/2	513	19,692 1/2	14,073 1/2	628 1/2	14,692 1/2	5,084 1/2	Total..... Chests 530

RICHARD SPOONER,

Acting Opium Agent.

Bombay, Opium Agent's Office, 4th May 1853.

Notice.

Tenders will be received at the Office of the Commander in Chief of the Indian Navy, from persons willing to supply Ship Tonnage for the conveyance from Mangalore to Calcutta of about (358) three hundred and fifty-eight Candies of Coir, be the same more or less.

The Tenders must specify the rate per ton of four Candies, or (2,240) two thousand two hundred and forty pounds, and the time when the Vessel will be at Mangalore to receive the Coir.

The Coir will be placed on board in bundles, which must be preserved entire, and must be delivered at Calcutta in like good order, according to weight.

The Master of the Vessel, or authorized Agent for the owner at Mangalore, will be required to see the Coir weighed, and the bundles counted, and to sign the Bill of Lading, or such other documents connected with the lading of this Article as the Principal Collector of Mangalore may require of him.

The freight will be paid in Calcutta, on the completion of the delivery of the Coir, in conformity with the terms of the Bill of Lading.

The Commander in Chief reserves to himself the right of rejecting any Tender, without assigning cause for so doing.

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

Commodore's Office, Bombay,

4th May 1853.

LIST OF UNCLAIMED LETTERS

lying in the General Post Office.

- 1 Adams, G., Esq., Honorary Secretary, Bombay.
- 1 Appajee Rowbin Gopalrow Ghatgay Dessae, inhabitant of Kolapoor.
- 1 Anderson, W., Esq., at Bombay.
- 1 Allen, Geo., Corporal 2nd Bombay Regt., Belgaum.
- 1 Britain, Mr. H. B., Bookseller, Bombay.
- 2 Brenen, E., Esq., Bombay.
- 1 Bradley, Mr. Robert, Bombay.
- 1 Burvejee Bernejee, Brandy Merchant, Bombay.
- 1 Barns, W., Esq., Supt. Railway at Cullian.
- 1 Byrne, Mr. Arthur, Bombay.
- 2 Clarkson, G., Capt. 12th Regt. N. I., Ahmedabad.
- 1 Coles, W. J., Esq., Bombay.
- 1 Cole, Robert, Gunner E. C. Artillery, Poona.
- 2 Constable, A., Esq., Calcutta.
- 1 Connelly, Mr. James, care of T. R. B. Phillipson, Esq., 27th Regt., Poona.
- 1 Coote, Mr. John, General Post Office, Sydney.
- 1 Colge, D. W., Esq., Eng. Railway Co., Callian.
- 1 Charter, Mr. J. H., Bombay.
- 1 Deacon, Serjt., Bombay.
- 1 Deon, Terby, at Mr. Kennedy, Small Colaba, Bombay.
- 3 Divine, Mr. James, Cooperage, Brank, Esplanade, Bombay.
- 1 Dainton, Abraham, 10th Hussars, Kirkee.
- 1 De Cruz, Mr. M., at Medical Board Office, Bombay.
- 1 Duff, Dr., Assist. Surgeon, Bombay.
- 1 Drayton, Thomas, No. 3836, Bombay.
- 5 Eachachund Assaram, Bombay.
- 1 Essoba bin Gunnajee Jadov, Patell, Kolhapoor.
- 2 Erlington, H., Esq., H. M.'s 78th Regt., Poona.
- 1 Ferry, James, Deesa.
- 1 Foley, Assistant Surg. I. N., Bombay.

- 1 Gordon, Miss, Kurachic.
- 1 Graham, P. S., Lieut., 17th M. N. I., Hussungabad.
- 1 Guest, Mr., Simla.
- 1 Goverdhundass Bhugwandass, Esq., Bombay.
- 1 Gunesh Trimmbuck Charry, Bhowdy.
- 1 Goba Alma bin Bucker Mucka, at Arabia.
- 1 Grant, C. D., Esq., 11th Regt. N. I., Bombay.
- 1 Gray, F. P., Capt., 1st M. V. Batt., Bangalore.
- 1 Gomes, Mr. Manoel, Cheerah Bazar, Bombay.
- 1 Goulding, Mr. J., I. N., Bombay.
- 1 Haynes, Miss, Post Office.
- 1 Hamilton, James, Capt., Commissary of Ord., P. D. A., Poona.
- 1 Hughes, Mrs., European Genl. Hospital, Bombay.
- 1 Horrin, J. R., Esq., Bombay.
- 1 Howe, Mr. John, Kurachic.
- 1 Hagurchund Hemutram, Bombay.
- 1 Hemutram Luckmiram, Bombay.
- 1 Hutchinson, Lt. G., Engineers, Bombay.
- 1 Hoossein Mahomed Midee, in Mucka, at Arabia.
- 1 Jacobs, J. H., Post Office, Bombay.
- 1 Jenkins, Ed., Dr., M. D.
- 1 Joyce, R. O., Esq., Hindostan.
- 1 Josub bin Ahmed, in Mucka, at Arabia.
- 3 Kirk, Robert, Dr., Bombay Army, Bombay.
- 1 Klunee Dossa Josub, in Mucka, Arabia.
- 1 Kitchin, Mr. Joseph, Post Office, Bombay.
- 1 Munro, Campbell, Capt., Grenadier Guards, Bombay.
- 1 Malcom, Mr. F. A., Civil Engineer Office, Lahore.
- 1 McKenzie, Mr. J., Kurachic.
- 1 McMekins, Mr. John, Bombay.
- 1 Magendass Prenchund, Esq., Bombay.
- 3 Motichund Herachund, Esq., Bombay.
- 1 Norland, Mr. H., Bombay.
- 2 Nukib Alli bin Abdool Habibb, Bombay.
- 1 Nurbeeram Gunesha and others, inhabitants, Baroda.
- 1 Nanabhoy Framjee, Esq., Mazagone.
- 1 Oneil, P. O., Gunner E. I. Co. Artillery, Poona.
- 1 Parker, Harry, Esq., Bombay Army, Ootacamund.
- 1 Peston, Mons. Alfred, Pondichery.
- 1 Peer Bux, Butler, Dhoby Tulao, Juggera Musjeed, Bombay.
- 1 Prenchund Rychund, Esq., Bombay.
- 1 Prenchund Navulchund, Esq., Bombay.
- 1 Parik Nurbeeram, and Nursing Hurrynauth, Baroda.
- 1 Rily, Mr. John, Bombay.
- 1 Roberts J. C., Capt. Barque "Emily," Colombo.
- 1 Ram Sawunt Doulutram Sawunt Bhorely, of Zilla Thawur, Bombay.
- 1 Ryall, Mrs., proceeding with Mrs. Howard from Seal-kote to Bombay, to be left until called for, Bombay.
- 1 Rustomjee Nusserwanjee, Esq., Bombay.
- 1 Scutnnull Nutnnull, Esq., Bombay.
- 1 Staunton, Mrs., Ahmedabad.
- 1 Shepherd, Captain, of the "Thomas Reid Davidson," Macao.
- 2 Turner, Mr., Panwell.
- 1 Turnbull, W., Lt., Poona.
- 1 T, Hemchund, Esq., Bombay.
- 1 Tawurchund Nusseydass, Esq., Bombay.
- 2 Vaughan, W. H. L., Lieut. 60th Rl. Rifles, Bombay.
- 1 Verthon, Natauria Hoomeerkuttee, Bombay.
- 1 White, Mr. James, Bombay.
- 1 Williams, Mr. William, Bombay.
- 1 Watson, Mr. Wales R., care of Mrs. L. Lawson, Bombay.
- 1 Wallace, Mr. H., Pensioner, Camel Lines, Poona.
- 1 Wilkins, Mr. W., Hydrabad.
- 1 Wittoba Pandoorung, Esq., Surat.
- 1 Wamonjee Narayen, Bombay.
- 1 Wassoodewjee Govind Bhagirut, Rutnaghery.
- 1 Young, E., Mrs., Mangalore.

W. BLOWERS,

Deputy Post Master General.

Bombay, General Post Office,

3rd May 1853.

BOMBAY PRICE CURRENT

OF MEAT, POULTRY, FRUIT, BRAD, FLOUR, ROLONG, SAGO, BUTTER, MILK, PINEWOOD, OIL, CANDLES, SOAP,
GHEE, SUGAR, GRAIN, &c. &c. — QUOTED BY THE DEALERS.

ARTICLES.		PRICES.	ARTICLES.		PRICES.	ARTICLES.		PRICES.
BEEF.		R. a. p.	PORK, FRESH & SALT (continued).		R. a. p.	SUGAR OF SORTS.		R. a. p.
Prime pieces.....	1st sort 8 lbs.	1	Trotters, small	per four.	1	Sugar, Pinfa.....	per md. of 28 lbs	9
"	2nd do. 12	1	Pig's Liver & Heart	.....	2	" Candy, 1st sort.....	" "	5
"	3rd do. 16	1	Pork, salt, country	8 lbs	1	" 2nd do.....	" "	4
Brisket and Round,	1st sort 12	1	POULTRY.			" 3rd do.....	" "	4
"	2nd do. 14	1	Geese.....	each	3	" soft, 1st do.....	" "	4
"	3rd do. 18	1	Turkey cock, Bombay	.....	3	" 2nd do.....	" "	3
Meat for Soup	16	1	" hen, .....	.....	3	" brown.....	" "	2
Shin.....	large each.	3	" cock, Goa.....	.....	3	Jaggree.....	" "	1
"	small.....	2	" .....	.....	3	GHEE OF SORTS.		
Ox Tails.....	.....	8	Fowls, large, Surat.....	.....	1	Ghee, Kurrachee, per md. of 28 lbs.	.....	4
Tongue.....	large.....	3	" small, .....	.....	1	" Surat.....	.....	5
"	small.....	2	" large, Bombay.....	.....	8	" Bhownuggur.....	.....	5
Heart.....	large.....	2	" small, .....	.....	8	" Balghanty.....	.....	5
"	small.....	1	Ducks, large.....	.....	8	" Ghanty.....	.....	4
Marrow-bone.....	.....	6	" small.....	.....	8	" Rajapoor.....	.....	4
Ox Palates.....	.....	9	Chickens, large.....	per dozen	2	" Jafabad.....	.....	7
Feet.....	four.....	4	" small.....	.....	12	GRAIN OF SORTS.		
Suet.....	per lb.	4	Heu's Eggs.....	each	3	Wheat, Hamsia.....	pr. Cdy. of	22
Tongues (salted, dry),	Bombay.....	4	Ducks.....	.....	3	" Jambhoser, 1st sort.....	8 pharas	16
" (pickled) .....	.....	5	FRUITS OF SORTS.			" 2nd do.....	" "	15
VEAL, SMALL.			Pine-apples, Bombay, large.....	each	2	" Bhownuggur, 1st do.....	" "	16
Hind Quarter.....	1st sort 4 lbs.	1	" small, .....	.....	2	" 2nd do.....	" "	15
"	2nd do. 5	1	" Goa.....	large	2	" Ghantea.....	" "	15
"	3rd do. 6	1	" small.....	.....	2	" Sindae.....	" "	13
Fore Quarter.....	1st do. 5	1	Pomeles.....	large	12	Gram, Jantinoser.....	" "	17
"	2nd do. 6	1	" small.....	.....	8	" Ghogaree, new.....	" "	16
"	3rd do. 7	1	Guavas.....	large	8	" old.....	" "	15
VEAL, LARGE.			" small.....	.....	6	" Ghantea, new.....	" "	15
Hind Quarter.....	1st sort 5 lbs.	1	Oranges.....	large	1	" old.....	" "	13
"	2nd do. 6	1	" small.....	.....	1	" Bengal.....	" "	13
"	3rd do. 7	1	" common.....	.....	3	Wooree, Ghantea.....	" "	13
Fore Quarter.....	1st do. 6	1	Grapes, green.....	per seer	2	" Malabar.....	" "	13
"	2nd do. 7	1	" black.....	.....	2	" Cutch.....	" "	14
"	3rd do. 8	1	Melons, water, large.....	each	2	" Ghogaree.....	" "	15
Head.....	1st do. each	12	" small.....	.....	6	" old.....	" "	12
"	2nd do.....	10	" Musk, large.....	.....	2	" Ghantea, new.....	" "	15
"	3rd do.....	8	" small.....	.....	1	" Cutch.....	" "	12
Feet.....	four.....	4	Plantains, red, large.....	.....	8	Mugg.....	" "	16
Liver & Heart.....	each	1	" small.....	.....	0	" Ghogaree.....	" "	12
MUTTON FOR EUROPEANS.			" yellow, large.....	.....	4	Bazaree, Ghantea.....	" "	13
Saddle.....	1st sort per lb	3	" small.....	.....	3	" Bhownuggur, 1st sort	" "	16
"	2nd do.....	2	Limes, sweet.....	.....	1	" 2nd do.....	" "	15
"	3rd do.....	1	" sour.....	.....	1	" Rajapoor.....	" "	12
Leg, Loin, Neck, } and Shoulder.....	1st do.....	2	Potatoes, Neigherries, large, per seer.	.....	1	Barley.....	new.....	10
"	2nd do.....	1	" small.....	.....	6	" old.....	" "	8
"	3rd do.....	1	" Malhabeshwur, large.....	.....	6	Toor.....	1st sort.....	14
Breast.....	1st do.....	1	" small.....	.....	5	" 2nd do.....	" "	12
"	2nd do.....	1	" Poona, large.....	.....	4	Jowree.....	" "	11
"	3rd do.....	1	" small.....	.....	3	Nacheny.....	" "	10
Tongue, Sheep's.....	each	4	" Surat, large.....	.....	4	Vattana.....	" "	14
Brains.....	" "	4	" small.....	.....	3	Chowley.....	per phara	2
Head.....	.....	1	Yams, white.....	.....	6	Dall, Branch.....	" "	2
Liver and Heart.....	" "	1	" red.....	.....	6	" Surat.....	" "	3
Kidneys.....	" "	4	Onions.....	.....	1	UNBOILED RICE OF SORTS.		
Feet.....	four.....	4	Ginger.....	.....	4	Rice, Putney.....	per phara	1
Suet.....	per lb.	4	DIRY FRUITS OF SORTS.			" Sindyee, red.....	" "	1
MUTTON FOR NATIVES.			Plums, fine.....	per seer weight.	2	" raw.....	" "	1
First sort.....	12 lbs.	1	" coarse.....	.....	1	" red.....	" "	1
Second.....	14	1	Currants, fine.....	.....	4	BEATEN RICE OF SORTS.		
Third.....	16	1	" coarse.....	.....	3	Rice, Jerasaul, 1st sort.....	per phara	3
KID, SMALL.			Prunes, new.....	.....	3	" 2nd do.....	" "	3
Hind Quarter.....	1st sort 4 lbs.	1	" old.....	.....	3	" Vergole, 1st do.....	" "	2
"	2nd do. 4	1	Almonds, sweet.....	.....	2	" 2nd do.....	" "	2
"	3rd do. 5	1	" bitter.....	.....	1	" Sagnidra.....	" "	2
Fore Quarter.....	1st do. 5	1	BREAD, &c.			" Segundee.....	" "	3
"	2nd do. 5	1	A loaf, 1st sort.....	13 oz. each.	1	" Putney.....	" "	2
"	3rd do. 6	1	" 2nd do.....	13 oz.	1	" raw.....	" "	2
Head, Feet, Liver, & Heart.....	each	4	" brown.....	32 oz.	2	MANGALORE RICE OF SORTS.		
KID, LARGE.			" 16 oz. ....	.....	1	Rice, unboiled, 1st sort.....	per robin.	2
Hind Quarter.....	1st sort 4 lbs.	1	Flour, wheat.....	per seer measure	3	" 2nd do.....	" "	2
"	2nd do. 5	1	Rolong.....	.....	4	" boiled, 1st do.....	" "	2
"	3rd do. 6	1	Sago, fine.....	weight.	1	" 2nd do.....	" "	2
Fore Quarter.....	1st do. 5	1	" coarse.....	.....	1	" 1st do.....	" "	2
"	2nd do. 6	1	Arrowroot, best.....	.....	2	" 2nd do.....	" "	1
"	3rd do. 7	1	" coarse.....	.....	1	BENGAL RICE OF SORTS.		
LAMB, SMALL.			MILK AND BUTTER.			Rice, unboiled, 1st sort.....	per bag of	5
Hind Quarter.....	1st sort 4 lbs.	1	Cows' milk.....	per seer measure.	1	" 2nd do.....	168 lbs.	5
"	2nd do. 5	1	" butter.....	per cup of 2 oz.	1	" boiled, 1st do.....	" "	4
"	3rd do. 6	1	Buffaloes' milk.....	per seer measure	1	" 2nd do.....	" "	4
Fore Quarter.....	1st do. 6	1	" butter.....	per cup of 2 oz.	1	BHATT.		
"	2nd do. 6	1	PINEWOOD.			Bhatt, Putney, per moora of 25 pharas	" "	2
"	3rd do. 7	1	Babool, per candy of 28 mds. 78 lbs.	.....	3	" raw.....	" "	2
LAMB, LARGE.			" Khair.....	.....	2	" red.....	" "	2
Hind Quarter.....	1st sort 5 lbs.	1	" Aine.....	.....	2	SUNDRIES.		
"	2nd do. 6	1	" Kurnell.....	.....	3	Saltpetre, Europe, per md. of 28 lbs.	.....	2
"	3rd do. 6	1	OILS, CANDLES, AND SOAP.	.....	3	" Bengal.....	" "	3
Fore Quarter.....	1st do. 5	1	Cocconut oil, 1st sort, pr. md. of 28 lbs.	.....	2	" Rajapoor.....	" "	1
"	2nd do. 6	1	Jeenglee, 2nd.....	.....	2	Pepper, black, 1st sort.....	per seer.	1
"	3rd do. 7	1	" Ghantea.....	.....	5	" 2nd do.....	" "	1
PORK, FRESH AND SALT.			Erandia, or Castor Oil	.....	2	" white.....	" "	3
Pork, fresh.....	10 lbs.	1	Candles, Europe.....	.....	13	Garlick, large.....	" "	6
Pig, roasting, large size.....	each.	4	" Goa.....	.....	8	" small.....	" "	5
" small do.....	.....	4	" Cochin.....	.....	17	Canphor.....	per pound.	8
Pig's Head.....	20 lbs.	1	Soap, country.....	.....	18	Salt, table.....	per seer	1
Sausages.....	4	1	" Europe, yellow	.....	8	" common, white.....	pylee.	1
Trotters, large.....	per four.	4	" white.....	.....	3	" black.....	" "	1

Fish and Vegetables generally sold according to the quantity in the Market, and the choice of them.
Bombay measures by which the articles are sold:—4 Seers are one Pylee—17 Pylees are one Pharak—8 Pharas are one Canuy—25 Pharas are one Moora.
Bombay weights by which the articles are sold:—1 Seer is 11 ozs. and 4 drs.—10 Seers are 1 Maund—1 Maund is 28 English pounds.
A Robin of Rice averages about 15 Pylees.

Jombay, Monday, 2nd May 1853.

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

POST OFFICE NOTICES.**OVERLAND MAIL,***Viâ Marseilles, and Southampton.*

The Overland Mail, *viâ* Marseilles, and Southampton, per H. C. Steamer "AUCKLAND," will be closed on TUESDAY the 10th instant, at 3 o'clock P. M. precisely.

An After-packet will be kept open, for bearing Letters only, until 4 o'clock P. M., on the usual terms.

Packets per P. and O. Company's Steamer "MALTA," for CEYLON, PENANG, SINGAPORE, HONG-KONG, AUSTRALIA, MAURITIUS, and the CAPE OF GOOD HOPE, will be closed on SUNDAY the 15th instant, at 6 o'clock P. M. precisely.

Packets per Steamer "VICTORIA," for KURRACHEE and SCINDE, will be closed on FRIDAY the 6th instant, at 2 o'clock P. M.

Bombay, Genl. Post Office, 4th May 1853.

W. BLOWERS,

Deputy Post Master General.

POSTAL NOTICE.

Mails for Tanna will be closed at this Office daily, at 7 A. M. and 3-15 P. M., for despatch by the morning and afternoon Railway Trains.

Letters, &c. for Tanna posted at this Office after 3-15 P. M. will be forwarded as usual by the Mail Cart, which leaves at 7 P. M.

W. BLOWERS,

Deputy Post Master General.

*Bombay, General Post Office,
18th April 1853.*

POSTAL NOTICE.

A Post Office has been established at Dewass, on the Agra and Indore road, 22 miles North of Indore.

W. BLOWERS,

Deputy Post Master General.

*Bombay, General Post Office,
6th April 1853.*

POSTAL NOTICE.

With reference to the Postal Notice dated the 16th August last, Steam Postage must be pre-paid on all Letters for the Cape of Good Hope, super-scribed to go *viâ* Ceylon by the Steamers belonging to the General Screw Steam Shipping Company.

A. K. CORFIELD,

Post Master General.

*Bombay, General Post Office,
15th December 1852.*

POSTAL NOTICE.

The following Section is published for general information:—

XLIV.—All Public Despatches are to be made up in the most compact form possible, and whenever two or more Letters are despatched from any Office to the same individual by the same day's post, they are to be put up under one cover, provided they do not in the aggregate exceed 12 tolas weight.

A. K. CORFIELD,

Post Master General.

*Bombay, General Post Office,
28th February 1853.*

POSTAL NOTICE.

It is hereby notified that the Monthly Overland Mail Steamers to Suez, and the Mid-Monthly Mail Steamers to Aden, will be despatched on the undermentioned dates, viz:—

On the 28th April, to Suez.

On the 10th May, to Aden.

On the 23rd May, to Suez.

On the 20th June, to Suez.

On the 20th July, to Suez.

On the 30th August, to Suez.

On the 10th September, to Aden.

Each Steamer will take two Mails—one *viâ* Marseilles, and one *viâ* Southampton, as likewise the usual Packets for Egypt and Foreign Europe. Letters for the United Kingdom *viâ* Southampton may be prepaid, or not, at the option of the sender.

W. BLOWERS,

Deputy Post Master General.

*Bombay, General Post Office,
21st March 1853.*

POSTAL NOTICE.

A Post Office has been established on Mount Aboo, (subordinate to the Erinpoora Post Office,) 45 miles north of Deesa.

W. BLOWERS,

Deputy Post Master General.

*Bombay, General Post Office,
16th March 1853.*

Advertisement.

The undermentioned Maps and Books are on sale at the Quarter Master General's Office in Bombay:—

A Route Map of the Bombay Presidency.....	Rs. 15
A Route Book do. do.....	" 15
Map of the Hyderabad Collectorate, mounted on Cloth, scale 2 miles to an inch.....	" 30
Map of the Kurrachee do. do.....	" 15

The money must be paid into the Office of the Presidency Pay Master, and the Receipt presented at the Office of the Quarter Master General, before the Maps or Books can be issued.

W. S. ADAMS, Major,

Deputy Quarter Master General.

*Quarter Master General's Office,
Bombay, 25th April 1853.*

Postal Notice.

From and after the 1st instant, printed Books, Magazines, Reviews, and Pamphlets, whether British, Colonial, or Foreign, posted in the East Indies addressed to the United Kingdom, or posted in the United Kingdom addressed to the East Indies, may be transmitted by the Post between any part of the East Indies and the United Kingdom, subject to the following Rules, and rates of Postage :—

		s.	d.	Rs.	as.
For a single volume, not exceeding ½ lb. in weight		0	6	or	0 4
Ditto ditto exceeding ½ and not exceeding 1 lb. in weight.....		1	0	or	0 8
Ditto ditto exceeding 1 and not exceeding 2 lbs. in weight.....		2	0	or	1 0
Ditto ditto exceeding 2 lbs. and not exceeding 3 lbs. in weight. . .		3	0	or	1 8

The above rates of Postage, which must be prepaid, will free the Books from all further charge, whether in the East Indies or in the United Kingdom.

No Packet will be received in the Post Office for transmission if it exceed three pounds in weight, or contains more than one printed Book, or printed Pamphlet, (the several sheets or parts of which, when more than one, shall be sewed or bound together,) or any paper or thing besides a printed Book or Pamphlet; or which, in length, breadth, width, or depth, shall exceed the dimensions of two feet.

Every Packet may be sent without a cover, or in a cover or envelope open at the ends or sides, but it must not contain any writing or marks upon the envelope, or upon or within any part of the contents, other than the name and address of the party for whom the Packet is intended.

W. BLOWERS,

Deputy Post Master General, in charge.

Bombay, General Post Office, 4th May 1853.

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

- 1 Monsieur Le Docteur Boyer, Bombay.
- 1 Mr. B. H. Cannan, Post Office, till called for, Bombay.
- 1 Lieut. Henry Cook, Bombay Marine, Bombay.
- 1 Mr. Frances Cocks, on board the Ship William Money, Bombay, to be left at the Post Office till called for.
- 1 Messrs. Coxen Brothers, Bombay.
- 1 Lieut. S. H. M. Eaton, 10th Regiment, Bombay.
- 1 P. W. Wendall, Esquire, I. N. Sr. Service, Bombay.
- 1 Hajee Meerza Caduck, Bombay.
- 1 Messrs. J. Struddern and Son, Bombay.
- 1 John Moloney, care of John Snooks, for Captain Maundell, Ship Cornwall, Bombay.
- 1 Rustomjee Manuckjee Gotta, Bombay.

W. BLOWERS,

Deputy Post Master General.

*Bombay, General Post Office,
4th May 1853.*

Notice

Is hereby given, that the Commander in Chief of the Indian Navy will be prepared to receive Tenders for Coals fit for Steam purposes, for the service of Government.

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

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

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

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

Form of Tender.

To the Commander in Chief of the Indian Navy.

SIR,

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

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

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

Bombay (date).

We are, &c.

By-Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

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

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 27th April 1853.

No. 292 of 1853.—Lieutenant J. Peyton, of the 23rd Regiment N. L. I., is allowed a furlough to Europe for three years, on private affairs, agreeably to the Regulations.

No. 293 of 1853.—Lieutenant J. W. Henry, of the 19th Regiment N. L., has been appointed Superintendent of Police in the Ahmednuggur Collectorate, and Commandant of the Nuggur Police Corps.

No. 294 of 1853.—Surgeon W. Arbuckle has been appointed Civil Surgeon at the Presidency.

No. 295 of 1853.—Brevet Colonel T. L. Green, of the 50th Regiment Madras N. L., Brigadier Commanding at Aden, is allowed a furlough to Europe for three years, on Medical certificate, from the date of his embarkation from that Station.

Bombay Castle, 28th April 1853.

No. 296 of 1853.—The following General Order by the Most Noble the Governor General of India in Council, No. 276, dated Fort William, the 1st April 1853, is republished:—

To prevent misconception, it is hereby notified that the General Orders No. 200 and 200 A, dated the 4th March 1853, are applicable exclusively to European Soldiers who become *entitled* to their discharge, either upon the expiration of any period for which they may have enlisted, or otherwise, and to the families of such Soldiers.

In the cases of Soldiers who obtain their discharge by purchase, no charge is allowed by the public for their passage from abroad. Soldiers who obtain permission to purchase their discharges in India, are required, in addition to the regulated compensation, to lodge with the Regimental Agent a sum sufficient to defray the expense of their passage home. Soldiers of the East India Company's Service permitted to purchase their discharge, have no claim on the State for a passage on quitting India.

G. G. O. No. 3, dated
2nd January 1857.

(Signed) R. J. H. BIRCH, Lieut. Colonel,
Offg. Secretary to the Govt. of India, in the Military Department.

No. 297 of 1853.—The Right Hon'ble the Governor in Council is pleased to declare the following General Order, No. 632, dated 1st December 1851, by the Hon'ble the President of the Council of India in Council, applicable to the Hon'ble Company's European Troops under this Presidency:—

European Soldiers ordered to be discharged with ignominy, are, from the date of publication at the Station where they may be serving of the Order directing such discharge, entitled to Rations only.

The Hon'ble the President in Council is pleased to extend to Soldiers so circumstanced the Rule laid down in Art. 128, Sect. XVII. of the Pay Code of 1849, under which a Money Allowance of Two Annas daily is to be granted in addition, up to the date of the Men being embarked on board ship.

No. 298 of 1853.—The following General Order by the Most Noble the Governor General of India in Council, No. 317, dated Fort William, the 13th April 1853, is republished:—

Doubts having been entertained as to the terms on which Half-pay Buglers, Trumpeters, Drummers, and Fifers, can receive their discharge before the expiration of their stipulated period of service, the Most Noble the Governor General of India in Council is pleased to lay down the following Rules, applicable to the three Presidencies:—

1. Half-pay Buglers, Trumpeters, Drummers, and Fifers, have no claim to discharge, on any terms, before the completion of their 18th year.

2. To young men of these classes, who have completed their 18th year, free discharge may be granted, under the orders of the Commander in Chief; provided that, at the time of granting such free discharge, there be not a vacancy to admit the applicant on the strength of the Corps as a full Bugler, Trumpeter, Drummer, or Fifer, or that, if such vacancy exist, the applicant be shown to be unsuited, from sufficient cause, for employment in the full pay grade.

(Signed) R. J. H. BIRCH, Lieut. Colonel,
Offg. Secretary to the Govt. of India, in the Military Department.

No. 299 of 1853.—Private Edward Evans, of the 1st European Regiment (Fusiliers), is allowed a free discharge from the Hon'ble Company's Service, under the provisions of G. G. O. No. 543, of the 23rd September 1852.

No. 300 of 1853.—Assistant Apothecary J. McCartney is transferred to the Indian Navy, for duty in that branch of the Service, vice Dowdall, reported sick.

No. 301 of 1853.—Captain T. Eyre, of the 3rd Regiment Light Cavalry, Paymaster Northern Division of the Army, is allowed an extension of leave from the 1st to the 31st proximo, to remain at the Presidency, on private affairs.

Bombay Castle, 30th April 1853.

No. 302 of 1853.—Captain H. Weston, of the 14th Regiment N. L., is allowed a furlough to Europe for three years, on Medical certificate.

No. 303 of 1853.—The leave on Medical certificate granted to 2nd Lieutenant J. A. Ballard, Assistant to the Chief Engineer, in G. G. O. No. 178, of the 16th ultimo, is extended to the 31st proximo, and he is permitted, on the same account, to remain at Mahableshwur.

No. 304 of 1853.—Mr. William Ashton Shepherd is admitted to the Service, in conformity with his appointment by the Hon'ble the Court of Directors, as an Assistant Surgeon on this Establishment, leaving the date of his Commission for future adjustment. Date of arrival at Bombay, 19th April 1853.

No. 305 of 1853.—The Right Hon'ble the Governor in Council is pleased to publish the following description of the New Limits of the Dharwar Cantonment:—

Description of the New Limits of the Dharwar Cantonment.

Description.	Distance in Yards.	Bearings.
From Pillar No. 1, at the South East corner of the Sepoys' Lines, running along the East flank, to Pillar 2, on the edge of a Water-course	422	N. 13 E.
Thence along the Water-course to Pillar No. 3, on the bank of the Tank belonging to the Town of Dharwar	110	S. 87.30 E.
Thence skirting the said Tank on the West side to Pillar No. 4, near the North West corner of the Tank	230	N. 9 E.
To Pillar No. 5, near the North West corner of the Moosulman Burial-ground	115	N. 12.30 W.
Thence in a curved line, skirting part of the Town, and passing in rear of the English Burial-ground, across the road, to Pillar No. 6, near the hedge of some Gardens	425	N. 57 E.
Skirting the said hedge to Pillar No. 7, close to the Village of Havery Pett	400	N. 10 E.
Skirting the said Village to No. 8 Pillar, on its outskirts	200	N. 88 W.
Skirting the said Village to No. 9 Pillar, at the angle of the Path or Road leading from the South West to Havery Pett	230	N. 81 W.
Following the said Road to No. 10 Pillar, at its junction with the Road at the foot of the Glacis	445	S. 73 W.
Thence following the outer line of the said Road to Pillar No. 11, at the South East corner of the large Tank	265	S. 64 W.
Following the same Road to Pillar No. 12, at the junction of the Road leading from the Jail. Crossing the said Road leading from the Jail to Pillar No. 13, at the junction of four Cross Roads, near the Revenue Survey Office	550	S. 49 W.
Thence along a Road in a South Easterly direction to Pillar No. 14, at the South East corner of the Moonisiff's Compound, turning Eastward, and following Road past the School-house to Pillar No. 15, near a large Well	450	S. 55 W.
To Pillar No. 16, on the edge of the Road leading to the Court House	675	N. 67 E.
To Pillar No. 17, near the South West corner of the Sepoy Lines	225	S. 21 W.
To Pillar No. 18, on the edge of the Road leading from the Court House to the Town of Dharwar	230	S. 65 E.
Passing along the South Flank of the Lines, in a curved line, to Pillar No. 1, from whence the description commenced	130	S. 37 E.
The Collector's Kutchery within the Fort is excluded from the Military limits. Its measurement is as follows:—	240	N. E. E.
North side	110	
South side	115	
East side	120	
West side	100	

Bombay Castle, 2nd May 1853.

No. 306 of 1853.—The Right Hon'ble the Governor in Council is pleased to direct that, from the 1st May 1853, the whole of the profits arising from the sale of Arrack to European Troops shall be vested in a General Canteen Fund.

* Equal to Rs. 3-4-8 per Gallon, London Proof.

The Commissariat will make the recoveries for all Arrack issued to Corps, with or without Canteens, at the rate of One Anna per Dram, or Rupees 2-8-0* per Winchester Gallon of 40 Drams, 24° under Proof.

The actual cost to Government of all such issues is fixed for the present at Rupees 1-5-3† per Gallon, 24° under London Proof, at which rate credit is to be given in the Commissariat Cash Account to the head of "Contingencies Hon'ble Company's Troops," and the difference between that and the rate at which recovery is made from the Soldier (Rupees one, two Annas, and nine Pies) is to be placed to the head of "General Canteen Fund."

Each Canteen will be allowed to draw, under the orders of His Excellency the Commander in Chief, in advance, a certain sum, to be fixed by a General Order from time to time, and the General Account will be adjusted by an annual distribution of the Balance at the close of each official year. All such advances are to be debited in the accounts of the Commissariat Department to the Regiment receiving them, under the head of "General Canteen Fund."

As soon as possible after the close of each official year, the Military Board will report to Government the total amount available for distribution, and His Excellency the Commander in Chief will be requested to apportion it to the different Canteens, according to the established strength of Corps, publishing the same in General Orders.

Bills for the amount to which each Corps is entitled are to be preferred on the Commissariat Department, who will discharge the amount under the above Order, debiting the same to the head "General Canteen Fund."

The profits thus distributed are to be laid out under such Orders as His Excellency the Commander in Chief may deem necessary, in reducing the retail price of Malt Liquor, and in adding to the comforts and recreation of the Soldiers and their families, as pointed out in Jameson's Code, Article 13, Section X. page 128.

As the cost of Malt Liquor supplied by Government will be the same at all Stations, a uniform retail price is to be determined on, and fixed by His Excellency the Commander in Chief; and it will rest with His Excellency to place from time to time any reasonable limit on the quantity of Malt Liquor to be allowed daily to each Man.

Bombay Castle, 3rd May 1853.

No. 307 of 1853.—With reference to G. G. O. No. 280, dated the 23rd April, the Right Hon'ble the Governor in Council is pleased to appoint Lieutenant Colonel A. Woodburn, C. B., of the 2nd Gr. Regiment N. I., a Second Class Brigadier, to complete the Establishment, and Lieutenant Colonel H. Cracklow, of the 9th Regiment N. I., to Command the Garrison of Bombay, during the absence of Brigadier Wyllie, C. B., or until further orders.

No. 308 of 1853.—The following Orders are confirmed :—

By Major Jacob, C. B., dated Jacobabad, the 6th March 1853, appointing Lieutenant M. S. Green, Adjutant of the 1st Regiment, to act as 2nd in Command of the 2nd Regiment Scinde Irregular Horse, in addition to his own duties, during the absence on leave of Lieutenant W. H. R. Green, or until further orders.

By Captain St. Clair, dated Tanna, the 15th March 1853, directing Assistant Surgeon Pitman, Civil Surgeon at that Station, to receive Medical charge of the Left Wing 13th Regiment Native Infantry, from that date.

By Major Scobie, dated Surat, the 10th April 1853, appointing Lieutenant Barras to act as Quarter Master and Interpreter to the 29th Regiment Native Infantry, during the absence of Lieutenant Buchanan on leave, or until further orders.

By Captain Arrow, dated Ahmedabad, the 15th April 1853, appointing Lieutenant Robertson to act as Adjutant to the 28th Regiment Native Infantry, during the absence of Lieutenant Williams on Medical certificate, or until further orders.

No. 309 of 1853.—The following Native promotions are made :—

2nd Regiment Scinde Irregular Horse.

Date of Rank.

Jemedar Dwarka Sing to be Naib Russuldar, and Kote Duffedar Syed Hussin Ali to be Jemedar, in succession to Gungadeen, killed. } 4th April 1853.

No. 310 of 1853.—Lieutenant J. T. Newall, of the 2nd Grenadier Regiment Native Infantry, is allowed leave of absence from the 5th June to the 30th September next, to proceed to Hooshearpoor, in the Panjau, on private affairs.

No. 311 of 1853.—Lieutenant T. R. Teschemaker, of the Artillery, is appointed Deputy Commissary of Ordnance for the Rajpootana Field Force, at Ajmere, vice Murray, proceeding to Europe.

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

J. G. LUMSDEN,

Secretary to Government.

M A R I N E D E P A R T M E N T.

Bombay Castle, 28th April 1853.

No. 60 of 1853.—Assistant Apothecary J. McCartney is transferred to the Indian Navy, for duty in that branch of the Service, vice Dowdall, reported sick.

Bombay Castle, 3rd May 1853.

No. 61 of 1853.—Mr. William Walker Dawson, Midshipman, has been allowed to proceed from Calcutta to Europe on Medical certificate, with leave of absence for one year.

No. 62 of 1853.—The leave of absence to proceed to the Cape of Good Hope and Australia, on Medical certificate, granted to Lieutenant H. O. Cook, in G. G. O. No. 168, of the 15th December 1852, is commuted into a furlough to Europe for three years, on the same account, commencing from the date of his departure from Bombay.

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

J. G. LUMSDEN,

Secretary to Government.

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 30th April 1853.

Under the leave of absence granted to him on the 26th ultimo, Lieutenant Bainbrigge, Commandant of the Sawant Warea Local Corps, delivered over charge of that Regiment, on the 5th instant, to Lieutenant and Adjutant Schneider. The leave of absence granted on the 9th ultimo to Ensign A. Bell, late Adjutant of the Kolapoor Infantry, has been cancelled.

Bombay Castle, 4th May 1853.

Ensign Yonge assumed charge of the appointment of Adjutant to the Kolapoor Local Infantry on the 16th ultimo.

TERRITORIAL DEPARTMENT,

REVENUE.

Bombay Castle, 4th May 1853.

Mr. A. D. Robertson, Acting Collector of Continental Customs and Excise, received, from Mr. Luard, charge of his Department, on the 2nd instant.

Mr. H. B. Lockett, Acting 1st Assistant to the Collector of Ahmedabad, has been allowed an extension, for ten days, of the leave of absence granted him, under Section XI. of the Absentee Regulations, on the 1st ultimo.

The leave of absence for one month, granted on the 23rd March last to Mr. E. P. Robertson, 3rd Assistant to the Collector of Surat, is to have effect from the date of his quitting his Station, instead of from the 15th ultimo.

Rao Bahadour Ballajee Krishna, District Deputy Collector and Magistrate of Khandesh, was placed in charge of the Districts of Nundoorbar and Sooltanpoor on the 5th November, and not on the 1st December 1852, as notified in the *Government Gazette* of the 21st ultimo.

By Order of the Right Hon'ble the Governor in Council,
H. E. GOLDSMID, *Secretary to Government.*

GENERAL DEPARTMENT.

Bombay Castle, 30th April 1853.

Mr. Rustomjee Byramjee to be a Sub-Assistant Surgeon on this Establishment.

Bombay Castle, 3rd May 1853.

Assistant Surgeon Coles, Acting Assistant Surgeon to the Jamssetjee Jejeebhoy Hospital, is allowed leave of absence from the 1st instant to the 1st proximo, to proceed to Mahableshwur, on private affairs.

Mr. W. Hart has been allowed leave to proceed to Europe for three years, for the benefit of his health.

Assistant Surgeon Forbes, Civil Surgeon at Dharwar, has been allowed leave of absence from the 1st instant to the 1st proximo, on private affairs, within the Division, his duties being performed by Surgeon Thomson, 5th N. L. I.

Bombay Castle, 4th May 1853.

Captain Hart, Civil Engineer, Sattara, has been allowed an extension of leave till the 30th ultimo.

JUDICIAL DEPARTMENT.

Bombay Castle, 4th May 1853.

Rao Bahadour Wasdeo Shewram, Principal Sudder Ameen of Ahmednuggur, is allowed leave of absence for eight days, on private affairs, from the 19th ultimo.

Mr. J. S. Inverarity, 1st Assistant Magistrate of Poona, is invested with the power to inflict corporal punishment, under the provisions of Act I. of 1853.

Surgeon W. Arbuckle, M. D., is appointed Surgeon to the Police, the County Jail, and the House of Correction, from the 30th April, the date on which he assumed charge of the duties of Civil Surgeon at the Presidency.

Mr. A. W. Jones, Judge and Session Judge of Ahmedabad, is allowed a further extension, for one month, of the leave of absence granted to him, on private affairs, under date the 23rd February last.

Lieutenant C. E. Naylor, of the 19th Regt. N. I., is appointed Lieutenant of Police, Hyderabad in Scinde, vice Lieutenant Champion.

Mr. A. K. Forbes to act as Judge and Session Judge of Ahmedabad.

Captain J. S. Kemball, 26th Regiment N. I., to act as Superintendent of Police in the Ahmednuggur Zillah, and Commandant of the Ahmednuggur Police Corps.

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 4th May 1853.

The Reverend W. H. Schwabe, Officiating Chaplain of Malcolm Peth, to visit Sattara once a month, and to reside there during the Monsoon.

By Order of the Right Hon'ble the Governor in Council,
J. G. LUMSDEN, *Secretary to Government.*

PACKETS.

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

NAMES OF VESSELS.	AGENTS' NAMES.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	WHERE TOUCHING.
Auckland	Commander in Chief of the Indian Navy.	10th instant	Aden.	
A Steamer	Ditto ditto	23rd ditto	Suez	Aden.
Ditto	Ditto ditto	20th June	Ditto	Ditto.
Malta	P. & O. Steam Navigation Company	10th instant	Hong-Kong	Ceylon, Penang, & Singapore.
Victoria	Bombay Steam Navigation Company	6th ditto	Kurrachee.	
Belgany	Messrs. G. S. King & Co	6th ditto	Liverpool.	
Cornwall	" Lancaster & Co	17th ulto	London.	
Stornoway	" Remington & Co	Despatch	China.	
Challenger	" Leckie & Co	Ditto	Whampoa.	
Arundel	" Ewart, Latham & Co	Ditto	Liverpool.	
Gladiator	" Ditto	Ditto	London.	
Richard Cobden	" Edward Bates & Co	Ultio	Liverpool.	

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

Bombay, General Post Office, 4th May 1853.

W. BLOWERS,
Deputy Post Master General.

Notice

Is hereby given, that persons desirous of entering into a contract for supplying such of the Hospital Clothing, &c. as may be required by the Commissariat Department at Poona, to meet demands from the several Stations of this Division, (with the exception of Ahmednuggur,) for the term of two years from the 1st June next, may, on application at this Office, from 11 A. M. till 5 P. M. daily, (Sundays excepted,) obtain copies of the Schedule, or List of Prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Friday the 20th proximo, at 12 o'clock precisely, when bidders will be required to bid a percentage above or below the prices exhibited in the list above alluded to at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and agreeable to such of the samples as will be shown at the sale; and all articles are to be delivered, in the first instance at the Commissariat Stores if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded; and that the said articles are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees (525) five hundred and twenty-five, which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract, whenever required to do so, on his offer being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (2,100) two thousand and one hundred, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him, in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this department, without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes such a breach of contract, whether the rejected articles be replaced by the contractor or by this department; in every such case, also, it is to be understood that the contract may be cancelled at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit of Rupees (525) five hundred and twenty-five, mentioned in para. 3 of this Notice, will be forfeited to Government.

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

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

7. Any party whose offer is accepted will be required to produce his sureties for the approval of the Collector, within fifteen days from the date of the acceptance of his offer, or the contract will be resold; no reason will be stated for rejecting any security offered.

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

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

10. Any party who, after offering for the contract, fails to furnish the necessary security, as provided for in Clause 7th of this Notice, will be interdicted from bidding on future occasions, unless he produces a certificate from individuals of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.

11. The annual outlay on the above contract is estimated at Rupees (10,511) ten thousand five hundred and eleven.

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

J. RAMSAY, Captain,
Assistant Commissary General, P. D. A.
Poona, Commissariat Office,
28th April 1853.

MILITARY ARRIVALS AND DEPARTURES.

1853 ARRIVALS.
28th April.—Lieutenant Colonel Goodfellow, Engineers, on duty, from Surat.
" " Captain Gray, 20th Regt. N. I., on leave, from Ahmednuggur.

- 28th April.—Lieutenant W. Walker, 1st Grenadiers, on sick leave, from Baroda.
- 29th " Ensign M. B. Tanner, 6th Regt. N. I., to join, from Belgium.
- 30th " Lieutenant J. D. Williams, 28th Regt. N. I., on sick leave, from Ahmedabad.
- " " Lieutenant M. J. Soppitt, 12th Regt. N. I., to rejoin, from Mahabeshwar.
- " " Lieutenant J. T. Annesley, Pension Pay Master, on duty, from Tanna.
- 3rd May.—Ensign J. C. Hobson, 3rd Regt. N. I., on escort duty, from Poona.
- " " Ensign The Hon'ble W. A. Hobart, 26th Regt. N. I., on leave, from Ahmednuggur.
- " " Captain E. H. S. Bowdich, 26th Regt. N. I., on leave, from Ahmednuggur.

1853

DEPARTURES.

- 28th April.—Lieutenant C. Nasmyth, Horse Artillery, on sick certificate, to England.
- " " Brigadier General C. B. James, Staff, on furlough, to England.
- 1st May.—Assistant Surgeon T. Boycott, Medical Department, on duty, to Calcutta.
- " " Assistant Surgeon W. C. Coles, M. D., Assistant Garrison Surgeon, on leave, to Mahabeshwar.
- " " Lieutenant H. Rivers, Engineers, on furlough, to Europe.
- 2nd " Lieutenant G. B. Tyrwhitt, 5th Regt. N. I., Adjutant Native Veteran Battalion, on duty, to Dapoolee.
- 3rd " Captain T. A. Mackenzie, 3rd Bombay Cavalry, on duty, to Nusseerabad.
- " " Major G. Pope, Deputy Commissary General, on sick certificate, to the Neilgherries.

Bombay, Town Major's Office,

4th May 1853.

SHIPPING INTELLIGENCE.

1853

ARRIVALS.

- 27th April.—Ship Arundel, John Mills, from Port Phillip 31st January.
- 28th " Steamer Phlox, F. M. Ellis, from Surat 27th instant.
- Passengers*—Lieutenant Colonel W. B. Goodfellow; Lieutenant W. Walker; and 125 Natives.
- 30th " Barque Prince Regent, Walter Jago, from Port Phillip 22nd January.
- Passenger*—Mrs. Billing.
- " " Ship Ann, J. R. Brown, from China 8th February.
- Passengers*—4 Parsees.
- 1st May.—Ship Nassaroo, Nacodah Abdool, from Zanzibar 20th March.
- Passengers*—6 Natives.
- " " Steamer G. R. Clark, C. Meusse, from Goa 27th April.
- Passengers*—Mr. and Mrs. Bougret; Mr. Oslardo; Mr. Fernandes; a Lady; and 90 Natives.
- " " Ship John Bunyan, George Coyle, from Port Phillip 8th February.
- 2nd " Steamer Sir J. R. Carnac, G. M. Beyts, from Surat 1st instant.
- Passengers*—Mr. Curtin; and several Natives.
- " " Ship Haidee, Joseph Hopkinson, from Hull 25th September, and London 22nd November.
- 3rd " Steamer Victoria, F. Banks, from Kurrachee 30th April.
- Passengers*—10 Deck.
- 4th " P. and O. Co.'s Steamer Madras, R. W. Evans, from Calcutta 22nd April.
- Passengers*—Captain Fitzclarence, and 2 Native Servants; Captain Campbell, and Native Servant; Mr. Latouch; Mr. Cassidy, and Native Servant; Captain Potts, and Native Servant.

1853

DEPARTURES.

- 27th April.—Steamer Sir J. R. Carnac, G. M. Beyts, to Surat. *Passengers*—Mr. Lockett, C. S.; and 75 Natives.
- 28th " H. C. Steam Packet Victoria, Lieutenant F. E. Manners, Commanding, to Suez.
- Passengers*—Miss Roid, and a Native Servant; Mrs. Taylor, and Child, with a Native Servant; Mrs. Adams, and a Native Servant; Mrs. Lumsden, and two Native Servants; Colonel Waddington, and a Native Servant; S. S. Dickinson, Esquire; J. A. Baumbach, Esq.; Mrs. Watkins, with a Child, and a European Servant; Mrs. Suart, and three Children, with 2 Native Servants; His Excellency Sullimon Beg, and Shakir Effendi, with 3 Native Servants; Mrs. Munro, and Child, with a Native Servant; General C. B. James, and a Native Servant; Captain D. Fowler; R. Strong, Esq.; Captain F. Crowe; Major Fitzgerald; E. M. Suart, Esq., C. S.; Henry Green, Esq.; Lieutenant E. Marsh, 18th Regt. N. I.; Lieutenant C. Nasmyth, Artillery. *Second Class*: Ensign R. H. Jackson, H. M.'s 22d Regt.; Mr. D. Morison; Mr. J. W. Barns; Mr. John Ord; Massadeo Abdulla; Mr. G. O. Mann; Mr. R. Smith; Mr. J. J. Burdes; Lieutenant J. H. Frith. *To Aden*: Abdool Rahim Tyeb Ali; Goolam Alikhan; Pestonjee Dorajee, and Servant.
- 20th " Ship William Money, M. J. Buckley, to Liverpool. *Passengers*—*For Liverpool*: Mrs. Somerset: 3 Misses Somerset; Mrs. Buckley, and 1 European Female Servant. *For the Cape of Good Hope*: Captain and Mrs. Lancaster, 3 Children, and 1 Ayah.
- 30th " Ship Ayrshire, D. Dewar, to London.
- " " Steamer Lowjee Family, H. Simon, to Surat.
- " " Ship Boyne, H. Sabastan, to London.
- Passengers*—Several Natives.
- " " Ship Knight, R. Bradshaw, to Liverpool.
- 1st May.—P. and O. Co.'s Steamer Ganges, J. W. Purchase, to Gallo, Penang, Singapore, and Hong-kong. *Passengers*—*For Southampton*: Captain Hortley; and Mr. Miles Malony. *For Gallo*: Mr. Western, and Servant; Mrs. Spens; A. Spens, Esquire, and Servant.
- " " Steamer Phlox, F. M. Ellis, to Surat.
- Passengers*—Several Natives.
- 2nd " Steamer C. R. Clerk, C. Menesse, to Goa. *Passengers*—Several Natives.
- 3rd " Steamer Sir J. R. Carnac, G. M. Beyts, to Surat. *Passengers*—Captain McKenzie, and several Natives.

A. K. CORFIELD,

Senior Magistrate of Police.

Bombay, Police Office, 4th May 1853.

East India United Service Club.

IN compliance with a Requisition from the Home Committee, it is hereby notified that all Members whose Subscriptions are six months in arrears, on and after the 31st of July next, will cease to be considered as belonging to the Club, and their names struck off accordingly.

R. LOCKINGTON COLE,
Secretary.

Bombay, 3rd May 1853.

ORIENTAL BANK CORPORATION.

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

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

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

Bombay, 1st January 1853.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

BOMBAY AGENCY.

INTEREST ALLOWED.

On Deposits repayable on demand	2 per cent. per ann.
On do. do. } In one m. { at 3 month's notice	3 do.
On do. do. } In one m. { at 6 do.	4 do.

N. B.—No Interest is allowed on Deposits under Rs. 1,000 or above Rs. 50,000.

INTEREST AND DISCOUNT CHARGED.

On Government Bills	} Not exceeding 3 months.	} 3 per ct. per ann.	
On Private Bills			7 " "
On Private Bills secured by Govt. Paper			6 " "
On Private Bills secured by Goods, &c.			7 " "
Rebate on uncovered Bills is allowed at Government Bill rate only.			

RATES OF EXCHANGE.

On London at 6 months' sight	2s. 0½d. per Rupee.
" " 3 " "	2s. 0½d. "
" " 2 " "	2s. 0½d. "
" " 1 " "	2s. 0½d. "
" " 1 day's	2s. 0½d. "
On Scotland 1 " "	} 1s. 11½d. "
On Ireland 1 " "	
Circular Notes payable throughout Europe	

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

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

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

COMMISSION.

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

Bombay, 4th May 1853.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

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

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

DIRECTORS.

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

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

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

Manager.—A. R. IRVINE, Esq., 13, Waterloo Place. AGENTS at CALCUTTA.—Messrs. ALLAN, DEFFELL, & Co.

at MADRAS.—Messrs. AMALHIC & Co.

AT BOMBAY.

AGENTS.—Messrs. GREY & Co.

MEDICAL REFEREE.—H. J. CARTER, Esq., H. C. S.

SOLICITOR.—J. JEFFERSON, Esq.

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

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

ANNUITIES granted—both deferred and reversionary.

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

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

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

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

GREY & Co., Agents, Bombay.



22/35
SUPPLEMENT

TO THE

BOMBAY GOVERNMENT GAZETTE.

Published by Authority.

THURSDAY, 5TH MAY 1853.

GENERAL DEPARTMENT.

The following Report of the Board of Conservancy, submitted to Government by the Worshipful Bench of Her Majesty's Justices, is published for general information.

By Order of the Right Hon'ble the Governor in Council,
J. G. LUMSDEN, Secy. to Govt.

Bombay Castle, 15th April 1853.

The Board of Conservancy have the honor of laying before the Worshipful Bench the following Report of their proceedings during the past official year, with detailed Statements of their Receipts and Disbursements, pursuant to Section XVIII. of Act XI. of 1845.

2. These Statements, the Board trust, will afford the Bench full information upon all matters connected with the Income and Expenditure on account of the Municipal Fund up to the 30th April last, and also regarding the various works for the improvement of the Island, completed or in progress, under the direction of the Board.

3. Appendix A is an Account of the actual Income and Expenditure of the Municipal Fund from 1st May 1851 to 30th April 1852, and of its Assets and Liabilities on the latter date. It shows that during that period the Income amounted to..... Rupees 5,35,156 14 0
The Expenditure to..... „ 4,60,019 1 2

4. The same Statement shows that the Balance of the Fund on the 30th April last was..... Rupees 75,137 12 10

And that (making no allowance for irrecoverable items, which will amount to a considerable sum) there was due to the Fund from the different sources of its Income..... Rupees 2,66,640 6 1

So that its Assets on that day (inclusive of unrealizable items) amount- ed to..... Rupees 3,41,778 2 11

While the Liabilities of the Fund on account of new works to be com- pleted this season, and other sanctioned expenditure, amount to.. Rupees 55,726 0 10

5. The following Statements contain the details of Expenditure, under various heads, viz :—

Appendix B shows the Expenditure incurred for new works, and the charges connected therewith, from 1st May 1851 to 30th April 1852, also the saving effected in respect of such works as were completed during that period, and the amount required on account of those which remained unfinished on 1st May 1852.

Appendix C shows the Expenditure incurred on account of repairs to the public works, &c. from 1st May 1851 to 30th April 1852, as also the saving effected in respect to such repairs as were completed during that period, and the amount required on account of such as were not completed on 1st May 1852. It also exhibits the payments made under Clause IX. Act XI. of 1845.

Appendix D shows the Expenditure incurred for Repairing and Watering the Roads, and Scavenging, from 1st May 1851 to 30th April 1852.

6. The Miscellaneous Charges are exhibited in Appendix E, while Appendix F contains information respecting the salaries of the various Officers employed under the Board, and their Establishments, with the Contingent Expenditure in each Department during the past year.

7. On new works and improvements, of which a detail is given in Appendix B, there has been expended during the past year.... Rupees 1,88,123 8 7

Of this sum..... „ 20,408 3 9

are on account of new works sanctioned during the year, and the remainder for works sanctioned in former years. The actual cost of new works brought to completion in 1851-52 was less than the sanctioned amount (Rupees 75,507-9-9) by Rupees 7,325-10-1, the particulars of which saving will be seen on reference to Appendix B.

8. The Expenditure under the head of "Repairs to Public Buildings, &c." amounted to Rupees 3,126-0-3, and for Repairs to Public Tanks and Wells Rupees 30,912-12-5, as shown in Appendix C.

9. From Appendix D the Bench will observe that there has been expended for repairing and watering the roads..... Rupees 77,500 0 0

And for scavenging „ 41,500 0 0

10. The gross amount collected under the heads of "Assessment on Houses and Grounds," "Wheel Tax," and "Shop and Stall Tax," forming the principal sources of the Income of the Municipal Fund, was more in the past than in the preceding year, as appears by the underwritten Statement :—

On account of—	In 1850-51.			In 1851-52.		
	Rs.	a.	p.	Rs.	a.	p.
House Assessment	1,63,064	8	5	1,65,119	6	8
Wheel Tax.....	56,068	9	0	83,443	7	3
Shop and Stall Tax	62,311	9	6	59,093	8	0
Rupees....	2,81,444	10	11	3,07,656	5	11

The Balance outstanding being as follows :—

On account of—	In 1850-51.			In 1851-52.		
	Rs.	a.	p.	Rs.	a.	p.
House Assessment	14,171	4	8	11,561	6	0
Wheel Tax	1,39,576	6	2	1,39,641	0	11
Shop and Stall Tax	1,03,887	13	0	1,11,810	1	0
Rupees....	2,57,635	7	10	2,63,012	7	11

11. Of the chief works which were noted in the Board's last Report as then in progress, and which it was proposed to execute, the following have been completed, or nearly so, during the past season :—

MAIN TOWN DRAIN.

12. With the view of abating the nuisance arising from the open state of the upper portion of the Town Drain from Waddington's Bridge, so long and so loudly complained of by the public, it has been arched over from Waddington's Bridge to 200 feet below the Bellasis Road, (a distance of 5,025 feet, with a span of 20 feet,) and paved from the latter point as far as the wooden bridge across the Flats, below the Bellasis Road. For the sake of economy, and to increase the fall and current in the drain, a straighter and shorter course for the drainage between Waddington's Bridge and Bellasis Road was adopted, the old channel being filled up. This new channel followed the course of a considerable portion of the proposed new road between Coombarwada Street and Tardeo, the utility of which the Board had repeatedly pointed out in their Annual Reports to Government. In the 17th para. of their Report for 1849-50 a hope was expressed that the Board would be enabled to undertake its construction during the ensuing season, which recommendation was repeated in their Report of 1850-51. The Board have therefore taken this opportunity to construct a roadway 40 feet wide over the portion of the covered Drain that coincides with the direction of the road.

13. The construction of the remaining portion (1,900 feet in length) of this important line of communication was sanctioned on the 8th of January 1852, and was completed during the fair season.

COOMBARWADA ROAD.

14. This street, 1,010 feet in length, was formerly a mere passage along the portion (then uncovered) of the Main Town Drain between Duncan Road and Waddington's Bridge. This part of the Drain was arched over in 1847. The arching over being higher than the adjoining portion of the street, rendered it necessary to raise the level of the half of the road immediately above it. It was always intended eventually to raise the remaining half. The construction of the new road from Tardeo to Waddington's Bridge has rendered this street an important link in the line of communication (by Jugjeevan Keeka Street, Coombarwada, and the new roads) extending from Poydownee to Tardeo; this line is 7,680 feet in length, perfectly straight, and everywhere of the first class as regards width.

15. The uncovered portion of the Drain on the North side of the Bellasis Road, from Parell Road to the Main Drain, has been paved and covered as far as 100 yards below the junction of the Duncan and Bellasis Roads.

16. The road, 303 feet in length, that leads from the Baboola Tank Road to the compound gate of the Sudder Adawlut and Parsonage, has been macadamized.

17. The lane connecting Chinch Bunder 1st Row and Foogla Tandel Street with Sut-tree Sarung Street, 215 feet in length, has been raised, levelled, metalled, and surface drainage provided. It was formerly a narrow and filthy alley, difficult of access in the monsoon.

18. In a street from Chinch Bunder 1st Row to Neeshandaree Oomercarry Row, 250 feet in length, similar improvements have been effected.

19. A road 710 feet in length, leading to the Sea at Upper Colaba, formerly a filthy, unmade passage, has been levelled, and surface drainage provided.

20. The Esplanade middle road, 2,900 feet in length, from the Bazar Gate to Shaik Memon Street, has been lighted by putting up a row of lamps on either side of the road.

21. The Foras Road between the Grant and Bellasis Roads, and on the Flats to the Northward of the latter road, have been lined out with pairs of stones at intervals, and taken possession of by the Board.

22. Black boards with inscriptions in white, in the English, Mahratta, and Guzeratee languages, showing the names of streets, have been put up in nearly all the streets within the Fort, and in a considerable portion of the Native Town.

23. Two new roads, of the aggregate length of 3,700 feet, have been constructed by private subscription in the Walkeshwar subdivision. They have been constructed under the superintendence of the Superintendent of Repairs, with a view to their being made over to the charge of this Department. No roads of the same class or equal in length to these have been constructed in Bombay by private subscription save the Bellasis Road, which was so constructed in 1793. The Board are glad to notice this recurrence to the principle of parties immediately interested in proposed new roads constructing them by voluntary contribution amongst themselves.

24. The wells and other works for increasing the supply of water to the Native Town, which were sanctioned by Government during the drought of the preceding year, have been mostly completed during the present season.

25. The Baboola Tank is (with reference to the extent of population it supplies) the most important in Bombay, and much inconvenience was, therefore, occasioned by its frequently failing towards the close of dry seasons. The Board have endeavoured to prevent the recurrence of this evil by constantly increasing the capacity of the Tank whenever practicable, and by enlarging the contributing area. During the dry season of 1850 the capacity of the tank was increased by excavation 2,11,888 gallons, during 1851 by 17,29,847, and during the hot weather of 1852 by 2,74,208 gallons.

26. In 1851 arrangements were made for leading into the Baboola Tank the surface rain water drainage of the high ground in the neighbourhood of the Sudder Adawlut, by which means the area supplying the tank has been nearly doubled, the addition being chiefly from garden ground, and not from streets. This increase in the contributing area of the tank will, it is hoped, ensure its complete filling during the most defective monsoons. Notwithstanding its capacity having been greatly increased, it overflowed during the last rainy season, when only 43 inches of rain had fallen; and it must be remembered that the surface water is not admitted at all until the ground has been thoroughly washed by the fall of some inches of rain.

27. The most important work of the season connected with the water supply of the Native Town has been the conveyance of the water from the Framjee Cowasjee Tank on the Esplanade to a drawing reservoir situated in the centre of the Native Town. The drawing apparatus at Framjee Cowasjee's Tank is capable of employing four pair of bullocks; two pair of bullocks only, however, have hitherto been employed.

28. The cost of constructing the drawing apparatus and bullock shed at Framjee Cowasjee's Tank, of the drawing reservoir at Poydownee, and of the pipes between the two, has been borne by Ragoonathdass Ramlall, Esquire.

29. This work was recommended to the Bench for approval by the Board of Conservancy, and approved on the 21st of November 1850, the estimated expense being 16,780 Rupees, which expenditure for the purpose was sanctioned by Government on the 14th December in that year.

30. In the month of June 1851, the work being then in progress, the Board of Conservancy received from the Superintendent of Repairs a letter dated the 11th of that month, informing the Board that Ramlall Thakoorseedass was desirous of paying 20,000 Rupees to the Municipal Fund for the purpose of covering all expenses incurred or to be incurred on the proposed work. The payment of this sum into the Municipal Fund by Ramlall was reported to Government by the Clerk to the Board by his letter No. 27, dated the 10th of February 1852, with a request that the Right Hon'ble the Governor in Council would be pleased to direct the publication in the Bombay *Government Gazette* of a Notification on the subject to the effect therewith submitted, which Notification appeared in the *Government Gazette* of the 4th March 1852.

31. It appears by the Quarterly Progress Return furnished by the Superintendent of Repairs to the Board, dated the 23rd January last, that this work has been completed at an expense of Rupees 17,830-5-3, so that a balance of Rupees 2,169-10-9 out of the

sum of Rupees 20,000 paid into the Municipal Fund by Ramlall remains at the disposal of the Board for the further increase of the supply of water in such portion of the Native Town as the Board may think most in need of it.

32. A large quarry at Mazagon, yielding an abundant and perennial supply of sweet water, which is much wanted in this district, has been purchased for the use of the public, with the view of its being converted into a public tank.

33. A new well has been sunk within the Fort, in the neighbourhood of the Bazar Gate, by order of the Board, subsequently approved of by the Bench, and sanctioned by Government; and the sum of Rupees 1766-14-3 has been expended in completing the work. This well was undertaken by the Board on the application of Vurjeevundass Madowdass, Esquire, who offered to contribute the sum of Rupees 400 towards it. This sum Vurjeevundass Madowdass has since paid; and the Board have the pleasure to add that Rupees 1,366-14-3, the residue of the expense incurred, has been since defrayed by Sir Jamsetjee Jejeebhoy, Knight.

34. The following wells, commenced in the last, have been completed during the present season :—

- Wittulwaddy Well.
- * Breach Candy Road Well.
- Candawady Well.
- * Girgaum Back Road Well.
- Govalla Tank Well.
- Sewree Well.

35. Those at Colaba and Parell are nearly completed. They are in hard rock, and have had to be sunk deeper than was anticipated in order to reach water.

36. The other works, such as digging and covering pits on the Flats, cleaning the channel of the Main Town Drain, improving portions of certain Roads, special and annual repairs to the Market, Sluices, Public Necessaries, Slaughter Houses, Tanks and Wells, and other petty works of similar character, do not call for particular notice.

37. The Appendix G is a prospective Estimate of the Income, certain Expenditure, and probable Balance of the Fund available for its general purposes during the official year that will end on the 30th April 1853. After making allowance for sums due, but which may not be collected within the year, it is estimated that the actual receipts in the ensuing season from all sources will amount to Rupees 3,80,887 7 4

Adding to this the Balance in hand on the 30th April last. ,, 75,137 12 10

Rupees 4,56,025 4 2

And deducting the certain Expenditure. ,, 3,05,866 0 10

there will remain ,, 1,50,159 3 4
as the probable amount available for new works and public improvements during the current year.

38. The Justices are aware that they have already approved an expenditure of Rupees 1,89,000 for the drainage of the Old Town, from the Esplanade to the North of Poydownee. This work has been since sanctioned by Government, and the Board have reason to believe that it will be completed for about Rupees 1,50,000.

- (Signed) A. SPENS.
- ,, MD. I. MUCKBA.
- ,, JUGONNATH SUNKERSETT.
- ,, J. J. F. CRUICKSHANK.
- ,, S. S. DICKINSON.
- ,, F. HUTCHINSON.
- ,, CURSETJEE JAMSETJEE.

Bombay, Town Hall, 2nd March 1853.

NOTE.—The wells marked * are covered reservoirs, 44 feet diameter at the water, but vaulted over, with the exception of a circle 20 feet diameter for drawing from. By this arrangement the water is kept cool, less loss occurs from evaporation, and the space required for the platform of the wells added to the capacity of the wells themselves.

APPENDIX A.

An Account of the Actual Income and Expenditure of the Municipal Fund, from 1st May 1851 to 30th April 1852, and of its Assets and Liabilities under the latter date.

INCOME.			EXPENDITURE.		
	Rs. a. p.	Rs. a. p.		Rs. a. p.	Rs. a. p.
By Balance of Account closed on the 30th April 1851		1,39,113 15 11	To Amount paid for Annual Contribution towards the expenses of the Police of the Island, under Section XI. Act XI. of 1845.		53,000 0 0
By Amount received from the General Pay Master, being a Contribution made by Government for the years 1851-52 and 1852-53, in lieu of the Assessment formerly levied on the property of the Hon'ble Company		25,798 0 0	To Amount disbursed by the Board of Conservancy under the following Heads of Account :—		
By Amount received from Ramlall Thacoorsidass, on account of Works for conveying Water from Dhobies' Tank to new Reservoir in Poydowney.....		20,000 0 0	Superintendent of Repairs, as per Appendix F	28,808 8 0	
By Amount received through the Superintendent of Repairs from parties for the privilege of rearing Fish in the Diggy Tank, at Mahim.....	55 0 0		Clerk to the Board of Conservancy, as per Appendix F	7,515 12 2	
By ditto ditto for rearing Fish in the Sowlee Tank	18 0 0		Clerk to the Markets, as per Appendix F.	4,579 2 2	
By ditto ditto for rearing Fish in the Calare Tank	15 0 0		Collector of Municipal Taxes, as per Appendix F. 18,423 13 9		
By ditto ditto for rearing Fish in the Channel of the Mooree Sluices.....	195 0 0		Extra Establishment to ditto incidental to investigation in the Wheel Tax Fraud	511 1 9	
By ditto ditto for rearing Fish in the Parell Tank	112 8 0		Assessor of Houses and Buildings, as per Appendix F.	18,934 15 6	
By ditto ditto realized by the sale of Sandstone dug out from the Dhobies' Tank.....	150 0 0	395 8 0		4,918 13 11	
					64,757 3 9

By ditto ditto Articles not being available in Store of the Principal Commissary of Ordnance	129 0 10	279 0 10
By ditto ditto overdrawn on account of the Pay of the late Mr. Mendoz and the late Mr. Wooly		16 8 0
By ditto ditto for Fines inflicted upon the Contractor for repairing, watering, and scavenging the Roads and Streets on the Islands of Bombay and Colaba		540 0 0
By Amount paid into the General Treasury, under the following heads :—		
1st.—Assessment on Houses, Buildings, and Grounds, under Statute XXXIII. George III. Cap. 52, and Act XI. of 1845	1,65,119 6 8	
2nd.—Assessment on Shops and Stalls, (commonly called “Market Fees,” under Clause V. Act XI. of 1845.	59,093 8 0	
3rd.—Assessment on Horses, Carriages, &c., (commonly called “Wheel Tax,”) under Chapter 4 of Regulation XIX. of 1827.....	83,443 7 3	
4th.—Fees on sale of Liquor Licenses, under Act V. of 1842.	9,561 3 7	
5th.—Fees, &c. levied by the Court of Requests, under Chapter 2 of Regulation XIX. of 1827	5,895 0 0	
6th.—Fees levied by the Collector of Land Revenue and the Collector of Municipal Taxes for beating Battakee, and for Country Music Licenses, under Chapter 2 of Regulation XIX. of 1827	3,500 2 4	
7th.—Penalties levied by the Assistant Collector and Collector of Land Revenue as Justices of the Peace, under Chapter 5 of Regulation XIX. of 1827.....	250 0 0	
8th.—Fines, Penalties, &c. imposed and levied by the Court of Petty Sessions.....	2,292 15 9	
9th.—Ditto ditto by the Magistrates of Police	18,042 10 5	
		3,47,198 6 0
By Amount of yearly Interest on 4 per cent. Government Promissory Notes		1,815 7 3
	Rupees	5,35,156 14 0

New Works.	On account of Works sanctioned prior to 1st May 1851, as per Appendix B... 1,67,715 4 10	
	On account of Works sanctioned subsequent to 1st May 1851, as per Appendix B. 20,408 3 9	
		1,88,123 8 7
Repairing and watering the Roads, as per Appendix D.		77,500 0 0
Repairs of Public Works, as per Appendix C....		3,126 0 3
Scavenging, as per Appendix D.		41,500 0 0
Repairing and cleaning out Public Tanks and Wells, as per Appendix C.....		30,912 12 5
Public Markets, (Contingent Charges,) as per Appendix F.....		228 2 0
Payments under Clause 9, Act XI. of 1845, as per Appendix C.....		17 15 0
Miscellaneous Charges, as per Appendix E.....		578 7 2
		4,06,744 1 2
Refunded to Khakee Dossabhaye, being the sum received in advance from him for the privilege of rearing Fish in the Worlee Sluices, and repaid in consequence of the privilege being withdrawn		275 0 0
		4,60,019 1 2
To Balance in favour of the Municipal Fund		75,137 12 10
		Rupees 5,35,156 14 0
<i>Memorandum to explain the Balance.</i>		
Due by the Sub-Treasurer on the 30th April 1852..	31,746 15 4	
Amount of Government Securities (at their par value), in deposit with the Sub-Treasurer	39,213 5 4	
Cash in the Bank of Bombay at the credit of the Board of Conservancy	4,177 8 2	
		75,137 12 10

APPENDIX A (continued).

ASSETS.			LIABILITIES.		
<i>Amount due to the Municipal Fund on the 1st May 1852.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>	For probable amount required in 1852-53, on account of the following works, &c. sanctioned prior to 1st May 1852, viz:—		<i>Rs. a. p.</i>
On account of the House Assessment, as per Collector's Letter dated 11th May 1852.....	11,561 6 0		New Works, as per Appendix B	52,266 3 10	
Balance of Collections in the hands of the Collector on the 30th April 1852.....	1 8 0		Repairs to Public Works, &c., as per Appendix C.	3,459 13 0	
		11,562 14 0		Rupees	55,726 0 10
On account of Wheel Tax, as per Collector's Letter dated 8th May 1852.....	1,39,641 0 11				
On account of Fees on Shops and Stalls, as per Collector's Letter dated 10th May 1852	1,11,810 1 0				
From Collector of Land Revenue, as a Justice of the Peace, for April 1852	60 0 0				
From Court of Petty Sessions, for April 1852	1,636 4 2				
From Magistrates of Police, for April 1852	1,922 0 0	2,66,632 4 1			
<i>Add,</i>					
Government Promissory Notes in deposit with the Sub-Treasurer.....	39,213 5 4				
Cash in the Bank of Bombay	4,177 8 2				
Balance due by the Sub-Treasurer on the 1st May 1852.....	31,746 15 4	75,137 12 10			
	Rupees	3,41,770 0 11			

APPENDIX B.

STATEMENT showing the Expenditure incurred for New Works and Charges connected with the New Works, from 1st May 1851 to 30th April 1852, also the Saving effected in respect to such Works as were completed during that period, and the Amount required on account of those which remained unfinished on the 1st May 1852.

DESCRIPTION OF WORKS.	Date of Approval by the Worshipful Bench.	Date of Sanction by Government.	Amount Sanctioned.	Amount Expended.		Saving effected in Works completed.	Probable Amount required on account of Works unfinished on 1st May 1852.
				Prior to 1st May 1851.	In 1851-52.		
			Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
<i>New Works completed in 1851-52.</i>							
Constructing a made Road and Drain in Gunneshwady or Sootarchall Lane	1848. 14th Oct.	1848. 7th Nov.	2,127 0 0	794 8 0	101 15 2	1,230 8 10	
Making Cross Drain in 2nd Bhoiwada Street, and remaking Roadway	1849. 16th Nov.	1849. 12th Jan.	1,707 0 0	1,400 0 0	.....	307 0 0	
Substituting covered Drains for the open Side Gutters of the 1st Bhoiwada Street, from the Bhooleshwur Road to Jugjeevun Keeka Street	Ditto	Ditto	2,389 0 0	1,919 8 0	.....	469 8 0	
Making Main Sewer in the Centre and Cross Drains, and remaking Roadway in Poydowney Street	1849. 6th Oct.	1849. 27th Oct.	8,530 0 0	8,084 12 4	.....	445 3 8	
Covering open Drain from Bapoo Khote Street to Parell Road at Poydowney	Ditto	Ditto	10,828 0 0	10,627 5 5	.....	200 10 7	
Making Cross Drains and remaking Roadway in Syed Abdool Rahimon Street	8th Dec.	31st Dec.	8,735 0 0	7,277 10 6	.....	1,457 5 6	
Constructing a Lane from Old Nagpada Street to 2nd Don Tar Row, or Gora Molla	Ditto	Ditto	1,116 0 0	831 0 0	.....	285 0 0	
Constructing a Roadway in Dongry Jao Souza Cross Street	Ditto	Ditto	396 0 0	368 0 0	11 12 5	16 3 7	
Covering a portion of Oomercarry Sewer between Duncan and Grant Roads, and making a Roadway over it	Ditto	Ditto	4,449 0 0	3,950 0 0	.....	499 0 0	
Abating the Nuisance in the rear of Commattee Poor and Oomercarry Sewer, between Grant and Bellasis Roads	1850. 9th Feb.	1850. 20th Feb.	2,634 0 0	2,581 9 9	.....	52 6 3	
Levelling Don Tar 3rd Row, and making a Roadway	Ditto	Ditto	690 0 0	608 8 0	.....	81 8 0	
Levelling Nowrojee Hill 1st Row, and making a Roadway	Ditto	Ditto	1,319 0 0	866 12 3	.....	452 3 9	
Carried over, Rupees	.....	.....	44,920 0 0	39,309 10 3	113 11 7	5,496 10 2	

APPENDIX B (continued).

DESCRIPTION OF WORKS.	Date of Approval by the Worshipful Bench.	Date of Sanction by Government.	Amount Sanctioned.	Amount Expended.		Saving effected in Works completed.	Probable Amount required on account of Works unfinished on 1st May 1852.
				Prior to 1st May 1851.	In 1851-52.		
			<i>Rs. a. p.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
Brought over, Rupees	.....	.....	44,920 0 0	39,309 10 3	113 11 7	5,496 10 2	
Removing the Nuisance arising from the Public Necessary at Sonapoor, and improving the approaches thereto	1850.	1850.					
Putting up Lamps along the Road from Church Gate to Esplanade Cross Road	23rd Feb.....	8th March....	14,231 0 0	13,552 12 6	23 7 0	654 12 6	
Making a Platform for tipping the Carts for emptying the Night-soil into the Sea Channel of the Love Grove Sluices, and constructing Roadway thereto..	Ditto	26th do.	885 12 6	531 11 0	.....	354 1 6	
Removing a dangerous projection from the West side of the Breach Candy Road, immediately opposite to the Chunam Kiln Row	4th May	22nd May	2,149 0 0	1,871 13 7	.....	277 2 5	
Removing a portion of the Rampart opposite to the Green Porch, recently removed in Rampart Row	22nd June	9th July.....	537 0 0	510 11 1	.....	26 4 11	
Outlay incurred consequent on the alteration made to the New Medical Depôt, to admit of Apollo Street being widened	13th Aug.....	26th Aug.....	930 10 7	451 0 0	.....	479 10 7	
Cleaning, levelling, and putting into proper order the Side Drain of the Bellasis Road	12th Oct.	5th Nov.....	1,445 0 0	1,445 0 0			
Leading into the Baboola Tank the Monsoon surface drainage of the high ground in its neighbourhood..	1851.	1851.					
Digging sixty-six Pits on the Flats for the deposit of the Night-soil	12th Feb.....	27th Feb.....	818 5 1	818 5 1			
Covering sixty-six Pits on the Flats with Bamboo Matting, Mineral browned, and supported on Rafters..	29th March....	30th April	1,181 0 0	.....	1,144 0 0	37 0 0	
	30th July.....	18th Aug.....	1,622 0 9	.....	1,622 0 9		
	Ditto	19th do.	873 1 6	.....	873 1 6		
		Date of Sanction by the Board of Conservancy.					
Levelling Maroda Lane, and making Roadway	.....	1850.					
	.....	6th Feb	435 8 0	435 8 0			
	.....	1851.					
Cleaning the Side Drain of Grant Road	.....	5th Feb	49 12 0	49 12 0			
Making and fixing five new Boards with Notices relative to Public Tanks, in English, Mahrattee, and Goojerathee ; also removing, refixing, and repairing eighteen old Boards	.....	26th do.	112 0 0	112 0 0			

Leading into the Baboola Tank the Monsoon surface drainage of the high ground in its neighbourhood.....	.....	5th March ..	190 13 8	190 13 8	.....	.....	.....
Compensation to the different owners of the Ground taken for widening Roads and Streets.....	}	26th March and 30th April ..	1,000 0 0	.....	1,000 0 0	.....	.....
Additional expense occasioned to the Contractor by preventing him from drawing water at Thacoordwar, Gamdavee, and Commattee Poora.....							
Value of Drawing articles for the use of the Superintendent of Repairs' Office.....	.....	25th June	307 13 11	.....	307 13 11	.....	.....
Compensation to the different owners of the Ground taken for widening the Roads and Streets on the Island of Bombay.....	}	4th June, 18th June, 16th July, 17th & 24th Sept., and 29th Oct....	2,542 9 5	.....	2,542 9 5	.....	.....
Widening parts of the different Roads and Streets, from May 1851 to 30th April 1852.....							
Rupees.....	.....	.....	75,507 9 9	59,279 1 2	8,902 14 6	7,325 10 1	.....

<i>New Works remaining unfinished on 1st May 1852.</i>		Date of Sanction by Government.					
Paving Gullies in the Native Town.....	12th December..	1846. 30th Dec.....	20,000 0 0	1,451 3 5	1,633 3 7	.....	7,000 0 0
Widening Girgaum Road near Dhobies' Tank.....	11th February..	1848. 3rd March....	536 11 4	496 1 0	.....	.....	.....
Improving and thoroughly Draining the Parell Road from the Esplanade to Jugjeevun Keeka Street.....	18th November..	1848. 15th Dec.....	47,168 0 0	46,896 2 4	.....	.....	.....
Removing Steps, &c. in Apollo Street, and also the Green Porch projecting half across Rampart Row from the House occupied by the Partners of Messrs. Remington & Co.....	9th February..	1850. 20th Feb.....	628 0 0	158 5 4	21 6 4	.....	448 4 4
Macadamizing and Draining Tellowdy or Wittulwady Cross Street. Of the cost of this work, Rs. 2,475, Rupees 1,605 are to be borne by the inhabitants for Draining, and the other portion, for Macadamizing, by the Municipal Fund.	23rd do.....	1850. 13th March....	870 0 0	.....	766 7 6	.....	50 0 0
Deepening the Sea Channel of the Love Grove Sluices...	11th May	1850. 31st May.....	3,974 0 0	697 9 11	870 0 0	.....	2,000 0 0
Raising, levelling, and draining the unmade Road traversing the centre of the Suburb of Commattee Poora...	22nd June.....	..... 9th July.....	3,071 0 0	775 0 0	2,021 0 0	.....	144 0 0
Constructing a new Road between the Chowpatty and Breach Candy Road	Ditto .....	..... 26th Oct.....	12,854 0 0	12,201 15 5	434 2 4	.....	.....
Planting and fixing a single row of Trees on each side of the Esplanade Road	}	9th July.. { 2nd Nov. 1850 & 2nd Aug. 1851.	1,651 8 0	.....	1,407 8 0	.....	44 0 0
Carried over, Rupees .....								.....	90,753 3 4	62,676 5 5	7,153 11 9	.....	9,686 4 4

APPENDIX C.

STATEMENT showing the Expenditure incurred on account of Repairs to Public Works, &c. from 1st May 1851 to 30th April 1852, also showing the saving effected in respect to such Repairs as were completed during that period, and the Amount required on account of those which remained unfinished on the 1st May 1852.

DESCRIPTION OF WORKS.	Date of Sanction by the Worshipful Bench.	Amount Sanctioned.	Amount Expended.		Saving effected on account of Works completed.	Probable Amount required on account of Works unfinished on 1st May 1852.
			Prior to 1st May 1851.	In 1851-52.		
	1850.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.
<i>Repairs of Public Works completed in 1851-52.</i>						
Annual Repairs to the Moree and Dharavee Sluices	3rd April	106 0 0	79 13 8	.....	26 2 4	
Ditto to the Love Grove Sluices	Ditto	266 0 0	265 6 5	.....	0 9 7	
Ditto to the Worlee Sluices	Ditto	293 0 0	270 15 2	.....	22 0 10	
Ditto to the Markets within and without the Fort.....	Ditto	1,261 0 0	1,113 12 5	.....	147 3 7	
	1851.					
Ditto to the Public Necessaries and Court Yard	29th March	60 0 0	.....	29 0 0	31 0 0	
Ditto to the Karkhana, or Workshop of the Superintendent of Repairs	Ditto	9 0 0	.....	6 0 0	3 0 0	
Ditto to the Wooden Pier on Piles between Boree Bunder and Mutton Slaughter-house	Ditto	5 0 0	.....	4 0 0	1 0 0	
Special Repairs to the Love Grove Sluices.....	Ditto	177 0 0	.....	134 0 0	43 0 0	
Ditto to the Worlee Sluices.....	Ditto	54 0 0	.....	40 0 0	14 0 0	
On account of Repairs completed during 1851-52	Rupees	2,231 0 0	1,729 15 8	213 0 0	288 0 4	
<i>Repairs of Public Works remaining unfinished on 1st May 1852.</i>						
	1851.					
Annual Repairs to the Moree and Dharavee Sluices	29th March	86 0 0	.....	69 6 0		
Ditto to the Love Grove Sluices.....	Ditto	226 0 0	.....	180 10 10		
Ditto to the Worlee Sluices	Ditto	361 0 0	.....	249 9 2		
Ditto to the Markets within and without the Fort.....	Ditto	1,238 0 0	.....	810 13 2		
Deepening and cleaning the Love Grove and Worlee Channel from Grant Road Bridge	Ditto	2,419 0 0	.....	1,602 9 0	.....	437 13 0
	1852.					
Annual Repairs to the Moree and Dharavee Sluices	22nd April	69 0 0	.....	.....	.....	50 0 0
Ditto to the Love Grove Sluices	Ditto	249 0 0	.....	.....	.....	200 0 0
Ditto to the Worlee Sluices.....	Ditto	362 0 0	.....	.....	.....	300 0 0
Ditto to the Markets within and without the Fort.....	Ditto	1,129 0 0	.....	.....	.....	1,000 0 0
Ditto to the Public Necessaries and Court Yard	Ditto	58 0 0	.....	.....	.....	50 0 0

Ditto to the Karkhana, or Workshop of the Superintendent of Repairs	Ditto	15	0	0	.....	.....	.....	15	0	0
Ditto to the Wooden Pier on Piles between Boree Bunder and Mutton Slaughter-house	Ditto	8	0	0	.....	.....	.....	7	0	0
Deepening and Cleaning the Love Grove and Worlee Channel from Grant Road Bridge.....	Ditto	1,515	0	0	.....	.....	.....	1,000	0	0
On account of Repairs remaining unfinished on the 1st May 1852	7,745	0	0	2,913	0	3	3,059	13	0	
Add on account of Repairs completed during 1851-52	2,231	0	0	1,729	15	8	213	0	0	288	0	4
Total on account of Repairs of Public Works	9,976	0	0	1,729	15	8	3,126	0	3	288	0	4
<i>Repairing and cleaning Tanks and Wells completed in 1851-52.</i>													
1850.													
Annual Repairs to the Tanks and Wells on the Islands of Bombay and Colaba	3rd April	608	0	0	378	3	0	229	13	0	
Deepening and Cleaning the different Tanks and Wells on the Island of Bombay.....	{ 6th May, 14th June, 9th and 19th July. }	30,452	12	5	30,452	12	5	
On account of Repairing Tanks and Wells completed during 1851-52.	31,060	12	5	378	3	0	30,452	12	5	229	13	0
<i>Repairing and Cleaning Tanks and Wells remaining unfinished on the 1st May 1852.</i>													
1851.													
Annual Repairs to the Tanks and Wells on the Islands of Bombay and Colaba	29th March	624	0	0	460	0	0	
Ditto ditto ditto ditto	22nd April	487	0	0	400	0	0
On account of Repairing and Cleaning Tanks and Wells remaining unfinished on the 1st May 1852	1,111	0	0	460	0	0	
Add on account of Repairing and Cleaning Tanks and Wells completed during 1851-52	31,060	12	5	378	3	0	30,452	12	5	229	13	0
Total on account of Repairing and Cleaning Tanks and Wells	32,171	12	5	378	3	0	30,912	12	5	229	13	0
<i>Payments under Clause IX. Act XI. of 1845.</i>													
1852.													
Removing Cudjans, &c. from the different Buildings in the Fort, Colaba, and Native Town	7th Feb	17	15	0	17	15	0	
Total, Rupees	17	15	0	17	15	0	

APPENDIX D.

STATEMENT showing the Expenditure incurred for Repairing and Watering Roads, Scavenging, &c. from 1st May 1851 to 30th April 1852.

DESCRIPTION OF WORKS.	Date of Sanction by the Worshipful Bench.	Amount Sanctioned.	Amount Expended.		Saving effected on account of Works completed.	Probable Amount required on account of Works unfinished on 1st May 1852.
			Prior to 1st May 1851.	In 1851-52.		
REPAIRING AND WATERING ROADS.						
<i>Former Contract completed during 1851-52.</i>						
Repairing and Watering the Roads within the Limits of the Town, from 1st June 1848 to 31st October 1850	27th May	1,24,470 6 8	1,24,470 6 8			
Former contract completed during 1851-52	Rupees	1,24,470 6 8	1,24,470 6 8			
<i>Former Contract remaining unfinished on 1st May 1852.</i>						
Repairing and Watering the Roads without the limits of the Town, from 1st June 1849 to 31st October 1850	27th May	36,841 13 4	36,841 13 4			
Former Contract remaining uncompleted .....	.....	36,841 13 4	36,841 13 4			
Add Former Contract completed during 1851-52 .....	.....	1,24,470 6 8	1,24,470 6 8			
Total, on account of former Contracts	Rupees	1,61,312 4 0	1,61,312 4 0			
<i>Current Contract.</i>						
Repairing and Watering the Roads, from 1st November 1850 to 31st October 1853	12th Oct.	2,32,500 0 0	32,291 10 8	77,500 0 0	.....	77,500 0 0
	Rupees	2,32,500 0 0	32,291 10 8	77,500 0 0	.....	77,500 0 0
SCAVENGING.						
<i>Former Contract completed during 1851-52.</i>						
Scavenging the Town and Islands of Bombay and Colaba for three years, from 1st December 1847 to 30th November 1850	22nd Jan.	1,05,000 0 0	1,05,000 0 0			
Under former Contract completed in 1851-52	Rupees	1,05,000 0 0	1,05,000 0 0			
<i>Current Contract.</i>						
Scavenging the Town and Islands of Bombay and Colaba, from 1st December 1850 to 31st October 1853	12th Oct.	1,21,041 10 8	13,833 5 4	41,500 0 0	.....	41,500 0 0
Under Current Contract	Rupees	1,21,041 10 8	13,833 5 4	41,500 0 0	.....	41,500 0 0

APPENDIX E.

STATEMENT showing the Expenditure incurred for Miscellaneous Charges, from 1st May 1851 to 30th April 1852.

	Date of Sanction by the Board of Conservancy.	Amount.
		Rs. a. p.
Publishing Notices (by the Superintendent of Repairs) in "Bombay Government Gazette" of the 30th January 1851, in English, Mahrathce, and Goojerathce, inviting Tenders for the execution of Public Works.....	1851. 4th June	15 4 0
Publishing (by the Clerk of the Justices of the Peace) in Sumachar, Jami-Janshed, and "Bombay Government Gazette," that the Rate Book for current year is open for public inspection; purchasing a Calendar for 1851; a bill for five printed copies of "Bombay Government Gazette" in which the Draft Act for Municipal Purposes in Bombay was published; Stationery purchased in the Office of Her Majesty's Justices of the Peace; and for 300 printed Circulars for inviting Justices of the Peace.....	Ditto	50 3 0
Publishing Notices (by the Superintendent of Repairs) in the "Government Gazette" of the 15th February 1851, in English, Mahrathce, and Goozerathce, inviting Tenders for the execution of Public Works.....	18th July.....	24 10 0
Ditto ditto ditto of the 13th March 1851, ditto ditto..	16th do.	26 8 0
Ditto ditto ditto of the 3rd April ditto, ditto ditto..	3rd September..	24 8 0
Ditto ditto ditto of the 8th May ditto, ditto ditto..	24th do.	6 8 0
Ditto, two ditto ditto of the 19th and 26th June, in English, Mahrathce, and Goozerathce, ditto ditto	29th October ..	38 6 0
Mounting different Plans under the Superintendent of Repairs.....	Ditto	39 0 2
Binding the Bench Minute Book with Leather	13th November ..	3 0 0
Publishing Notice in the "Bombay Government Gazette" of the 4th September 1851, in English, Mahrathce, and Goozerathce, inviting Tenders for the execution of Public Works (by the Superintendent of Repairs)	5th December..	23 14 0
Lithographing 200 copies of Circulars, for the use of the Board of Conservancy's Office.....	1852. 7th January ..	6 0 0
One Tin Case for Plans, for the use of the Office of the Board of Conservancy	Ditto	0 12 0
Publishing two Notices (by the Superintendent of Repairs) in "Bombay Government Gazette" of the 2nd and 30th October 1851, in Mahrathce and Goojerathce, for inviting Tenders for the execution of Public Works	31st do.	35 2 0
Mr. Wilson, for consulting with and receiving advice from Mr. Burns, Solicitor, in the case of Manic Runsord, Receiver in his Office, as Collector of Municipal Taxes	10th March....	59 0 0
Publishing Notice (by the Superintendent of Repairs) in "Bombay Government Gazette" of the 11th December 1851, in English, Mahrathce, and Goojerathce, inviting Tenders for the execution of Public Works.....	31st do.	24 4 0
Ditto ditto ditto of the 24th January 1852, ditto ditto.	7th April	23 14 0
Ditto ditto ditto of the 5th February 1852, ditto ditto.	29th do.	23 14 0
Stationery purchased in the Office of the Board of Conservancy, from 1st January 1851 to 29th February 1852.....	13th May, 13th Sept., 13th Nov. 1851, 7th Jan. and 17th March 1852.	153 12 0
	Rupees	578 7 2

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APPENDIX F.

STATEMENT showing the Expenditure incurred for Establishment under the Superintendent of Repairs, Clerk to the Board of Conservancy, Clerk to the Markets, Collector of Municipal Taxes, and Assessor of Houses and Buildings, &c. from 1st May 1851 to 30th April 1852.

	Per Mensem.	Per Annum.
<i>Superintendent of Repairs and his Establishment.</i>	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
Superintendent of Repairs, his salary	600 0 0	
Ditto Carriage Allowance	100 0 0	
Ditto Office Rent	100 0 0	
1 Head Clerk and Accountant	150 0 0	
2 Clerks	85 0 0	
1 Subness	25 0 0	
1 Surveyor and Draftsman	150 0 0	
3 Assistants ditto	75 0 0	
1 Head Mestry, including Conveyance	55 0 0	
1 Second ditto	30 0 0	
4 Office Peons	24 0 0	
1 Office Chowkedar	6 0 0	
4 Inspectors of Roads in the Town	55 0 0	
2 Ditto ditto in the Fort	21 0 0	
8 Ditto ditto beyond the limits	82 0 0	
1 Superintendent of Scavenging, Fort and Colaba	50 0 0	
1 Assistant ditto in Colaba	25 0 0	
5 Peons	35 0 0	
1 Superintendent of Scavenging, Centre Division, West	20 0 0	
7 Peons	49 0 0	
1 Superintendent of Scavenging, Centre Division, East	50 0 0	
7 Peons	49 0 0	
1 Superintendent of Scavenging, Mahim and Parell Division	50 0 0	
4 Peons	28 0 0	
3 Purvoes of Scavenging	130 0 0	
1 Overseer of Tanks and Wells	20 0 0	
8 Tank Peons	56 0 0	
4 Biggaries	20 0 0	
1 Overseer of Worlee Sluices	15 0 0	
2 Lascars	15 0 0	
1 Overseer of Moree and Dharavee Sluices	12 0 0	
1 Lascar	7 0 0	
1 Overseer of Love Grove Sluices	12 0 0	
3 Lascars	21 8 0	
Oil for Sluices	7 0 0	
EXTRA.	2,229 8 0	26,432 9 7
1 Surveyor and Draftsman	50 0 0	
2 Lascars from 15th May to 15th November 1851	14 0 0	
3 Do. do. do. do.	19 8 0	
2 Do. do. do. do.	18 0 0	
4 Inspectors of Roads, from 16th June to 15th October	48 0 0	
	149 8 0	1,102 10 11
Establishment for Superintending the Public Necessaries and Court Yards at different places, from 1st March 1851 to 29th February 1852	21 0 0	252 0 0
Surveying different Roads and Streets, from 1st March 1851 to 31st March 1852 .....	.....	623 10 4
Stationery, from 1st March 1851 to 29th February 1852. ....	.....	385 10 0
Making one Road Level .....	.....	11 15 2
Rupees	.....	28,808 8 0

APPENDIX F (continued).

	Per Mensem.	Per Annum.
	Rs. a. p.	Rs. a. p.
<i>Clerk to the Board of Conservancy and his Establishment.</i>		
Clerk to the Board of Conservancy, his salary	400 0 0	
1 Head Clerk	60 0 0	
1 Book-keeper	50 0 0	
1 Clerk for framing the Market Price Current	30 0 0	
3 Copying Clerks	70 0 0	
3 Peons	17 4 6	
Rupees	627 4 6	7,515 12 2
<i>Clerk to the Markets and his Establishment.</i>		
Clerk to the Markets, his salary	150 0 0	
Ditto Horse Allowance	25 0 0	
Establishment of Peons and Sweepers, &c	206 0 0	
	381 0 0	4,550 5 6
One Packall Bheestee, employed for supplying water to wash Beef-Market and Slaughter-houses, &c. for two months and eighteen days.....	5 0 0	12 12 8
Making new Belts for Peons, &c.....	.....	16 0 0
Rupees	.....	4,579 2 2
<i>Public Markets (Contingent Charges).</i>		
Office-rent for Clerk to the Markets	15 0 0	180 0 0
Supplying sundry Articles for the use of the Markets and Slaughter-houses, from 1st April 1851 to 31st March 1852.....	.....	48 2 0
Rupees	.....	228 2 0
<i>Collector of Municipal Taxes and his Establishment.</i>		
Collector of Municipal Taxes, his salary.....	100 0 0	
Establishment	1,120 0 0	
Office-rent	60 0 0	
	1,280 0 0	15,348 0 0
Collector's Commission, at 1 per Cent.....	.....	3,075 13 9
		18,423 13 9
Extra Establishment to the Collector of Municipal Taxes, incidental to investigation in the Wheel Tax Fraud .....	.....	511 1 9
Rupees	.....	18,934 15 6
<i>Assessor of Houses and Buildings, and his Establishment.</i>		
Assessor of Houses and Buildings, his salary	200 0 0	
Ditto Establishment	90 0 0	
	290 0 0	3,480 0 0
Extra Establishment entertained by him for Making New Survey, from 1st September to 31st December 1851 .....	.....	966 3 3
Charges for Stationery and Binding Books, &c. for 1852-53 .....	.....	472 10 8
Rupees	.....	4,918 13 11

APPENDIX G.

Prospective Estimate of the Income, certain Expenditure, and probable Balance of the Municipal Fund, for its general purposes, during the Official Year ending 30th April 1853.

ESTIMATED INCOME.			CERTAIN EXPENDITURE.		
	Rs.	a. p.	Rs.	a.	p.
Assets of Fund, as per Memorandum appended to the Annual Account A.	3,41,770	0	11		
Less depreciation in the value of Government Securities	Rs. 3,000	0	0		
Doubtful recoveries, under the head of Shop and Stall Tax	1,00,000	0	0		
Ditto Wheel Tax	* 1,30,000	0	0		
Ditto House Assessment	500	0	0		
	<u>2,33,500</u>	<u>0</u>	<u>0</u>		
Also outstanding Balances not expected to be recovered during 1852-53 :—	1,08,270	0	11		
Shop and Stall Tax	Rs. 6,000	0	0		
Wheel Tax	4,000	0	0		
	<u>10,000</u>	<u>0</u>	<u>0</u>		
Assessment on Houses and Ground, for 1852-53	1,73,691	10	0	98,270	0
Less amount estimated to be outstanding on the 30th April 1853, and collected after that date	10,000	0	0		
	<u>1,63,691</u>	<u>10</u>	<u>0</u>		
Shop and Stall Tax, or Market Fees, from February 1852 to 31st January 1853	65,000	0	0		
Less amount estimated to be outstanding on the 30th April 1853, and collected after that date	10,000	0	0	55,000	0
	<u>82,000</u>	<u>0</u>	<u>0</u>		
Wheel Tax for one year, about	7,000	0	0		
Less amount estimated to be outstanding on the 30th April 1853, and collected after that date				75,000	0
	<u>7,000</u>	<u>0</u>	<u>0</u>		
Contribution by Government in lieu of the Assessment formerly levied on the property of the Hon'ble Company . . . . .	.....			12,900	0

Interest on 4 per cent. Government Promissory Notes.....	.....	1,815	7	3	Estimated Balance available for the general purposes of the Municipal Fund, to 30th April 1853	1,50,151	1	4
Fees on Liquor Licenses.....	.....	25,000	0	0				
<i>Sundry Receipts on the Average of Past Year.</i>									
Fees on Licenses for Country Music, and for beating Battakee, levied by the Collector of Municipal Taxes	3,500	0	0						
Penalties levied by the Collector of Land Revenue as a Justice of the Peace	250	0	0						
Fees, Fines, and Penalties levied by the Court of Petty Sessions	2,290	0	0						
Ditto ditto by Magistrates of Police	18,000	0	0						
				24,040	0	0			
Superintendent of Repairs, for rearing Fish in the different Tanks, &c..	.....			300	0	0		
Rupees.....	.....	4,56,017	2	2				
						Rupees.....	4,56,017	2	2

* NOTE.—Amount written off the Books, under the authority conveyed in Mr. Secretary Lumsden's letter No. 2197, dated 12th June 1852, Rupees 1,24,965-2-5.

(True copy)

(Signed) GEORGE HANCOCK,

Clerk of the Peace.

THE



BOMBAY GOVERNMENT GAZETTE
EXTRAORDINARY.

Published by Authority.

THURSDAY, 5TH MAY 1853.

NOTIFICATION.

GENERAL DEPARTMENT.

Intelligence having been received by the Overland Mail, which left London on the 8th April last, of the birth of a Prince on the 7th of that month, the Right Honorable the Governor in Council is pleased to direct that a Royal Salute be fired from this Garrison, and at every Military Station under this Presidency, in honour of the auspicious event.

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

J. G. LUMSDEN,

Secretary to Government.

Bombay Castle, 5th May 1853.