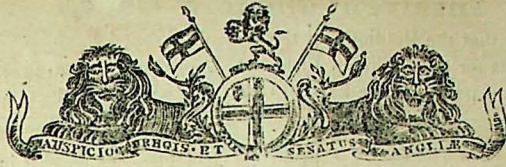


THE



Bombay Government Gazette.

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THURSDAY, 1st DECEMBER 1853.

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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 conform'd 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 Honorable the Governor in Council is pleased to notify, that the MONTHLY MAIL PACKETS to SUEZ, during the ensuing season, will be despatched from September to April inclusive on the 28th of each month, and the INTERMEDIATE MAIL PACKETS to ADEN in September on the 12th, and in each subsequent month, till April, on the 14th, and in May on Saturday the 13th.

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

R. WALLACE,

Deputy Secretary to Government.

Bombay Castle, 30th July 1853.

PROCLAMATION.

BOMBAY TO WIT.—By virtue of a Precept to me directed, I hereby proclaim and give notice, that the SESSION of OYER and TERMINER, and GENERAL GAOL DELIVERY, will be holden before the Supreme Court of Judicature at Bombay, at the Court House, on Saturday, the 3rd day of December next, at 11 o'clock in the forenoon, for the trial of all Treasons, Murders, and other Felonies, Perjuries, Trespasses, and other Crimes and Misdemeanors, had, done, or committed within the Town and Island of Bombay, and the Limits thereof, and the Factories subordinate thereto; and also to inquire, hear, and determine in like man-

ner all Treasons, Murders, Felonies, Forgeries, Perjuries, Crimes, Extortions, Misdemeanors, Trespasses, Wrongs, Oppressions, had, done, or committed by any of Her Majesty's British Subjects in any of the Territories which now are subject to, or dependent upon, the said Government of Bombay, or within any of the Dominions of the Native Princes of India in alliance with the said Government.

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

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

And I hereby give notice to all Justices of the Peace, Coroners, Escheators, and also all Chief Constables and Bailiffs of the Town and Island of Bombay and the Limits thereof, that they be then and there in their own persons, with their Rolls, Records, Indictments, and other Remembrances, to do those things which to their offices in that behalf appertain to be done.—Dated this 15th day of November 1853, and in the Seventeenth year of the Reign of Her Majesty Queen Victoria.

F. LEGGETT,
Sheriff.

Insolvent Debtors' Court.

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

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Bomanjee Rustomjee.	Trading under the Name and Firm of Ardaseer Bomanjee, as a Dealer in Glass Ware.	Parsee	Within the Fort, near Mody Khan.	9th	Nov.	1853.
Annunta Luxumon.	A Firewood Broker.....	Hindoo.....	Without the Fort, in New Lane, near Low-archawl.	10th	"	"
Govind Mahadoo ..	A Lascar in the Mint Office.	Hindoo.....	Without the Fort, on Sonapoor Road, in New Lane.	15th	"	"
Khema Canjee.....	A Blacksmith	Hindoo.....	Without the Fort, in Duncan Road.	"	"	"
Gregory Vere and Mary Vere.	None	Portuguese ..	Without the Fort, at Ortha Bash.	18th	"	"
Govindrow Ramchunder.	A Clerk in the Custom House.	Hindoo.....	Without the Fort, in Jambool Waddy.	19th	"	"
Thucker Mowjee Annundjee.	A Piece Goods Merchant ...	Hindoo.....	Without the Fort, in Hanooman Gullee.	"	"	"
Rowjee Succaram ..	An Interpreter in the Police Court.	Hindoo.....	Without the Fort, near Chundun Waddy.	21st	"	"
Annundjee Ragowjee.	A Broker for Money Lenders.	Hindoo.....	Without the Fort, in Sootarchawl Lane.	"	"	"

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.
Vishnoo Phurrushram Jog	3rd Monday	December next	11 o'clock.
John Pritchard.....	Ditto	Ditto	Ditto.
Khema Canjee	Ditto	Ditto	Ditto.
Annunta Luxumon	Ditto	Ditto	Ditto.
Govind Mahadoo.....	Ditto	Ditto	Ditto.
Gregory Vere and Mary Vere.....	Ditto	Ditto	Ditto.
Annundjee Ragowjee	Ditto	Ditto	Ditto.
Rowjee Succaram.....	Ditto	Ditto	Ditto.
Walter Vears	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.

W. BROOKFIELD,
Acting Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 22nd day of November 1853.

નાદાર દેવાદારોની કોરટ મધે.

જાહેર ખાતર એ ઊપરથી આપવાનાં આવે છે, જે વીગત શાયે એની હુકલ ને સખશોનાં નામો લખેલાં છે, તેઓએ સુખઈની નાદાર દેણદાર લોકોનાં છુટકા કરનારી કોરટને અરજીઓ આપી છે, કે વીકટોરી આના અગીઆરને વરસે ને ધારો બનાવી પચાર કરી યો છે, તેના એકવીશનાં ખાતર પરનાં કીરપા કરીને હુકોને દાદને પોહુંઆડો.

નામ.	ધંધો.	ખત.	રેહુવાનું દેકાણું મુંબઈ નધે.	અરજીઓ દાખલ કરી આની તારીખ.		
				દાખલ નો.	માસ.	વરસ.
બમનજી રસતમજી . . .	તે અરદેશર બમનજીને નામે તથા પેહુડીએ કાચનો શામાનનો ધંધો કરનારો.	પારશી.	કોટનધે નોદી ખાના આગલ.	૯ મે	નવંબર	૧૮૫૩
અર્જંતા લખમજી . . .	વાલવાના લાકડાનો દલાલ . . .	હીનડુ.	કોટબાહાર લવાર ચાલી આગલ એક ગલીને.	૧૦ મે	"	"
ગોવર્દે માહાડુ . . .	ટંકચાલની હાકીશનાંનો લચકર.	હીનડુ.	કોટબાહાર નવી લેન નધે શેના પુરના રચતા ઊપર.	૧૫ મે	"	"
ખીના કાનજી . . .	હુવાર	હીનડુ.	કોટબાહાર ડુંકી નદાલ ઊપર.	૧૫ મે	"	"
ગરેગરી વીઅર તથા મેરી વીઅર.	મેરું ધંધું નહી	પોરટુ ગીલ.	કોટબાહાર આરથ યાશ આગલ	૧૮ મે	"	"
ગોવર્દેરાવ રામચંદર . . .	માંડવીનાં લખનારો	હીનડુ.	કોટબાહાર નાંચુ લવાડીને.	૧૯ મે	"	"
ઠકર માહાવજી આણંદજી . . .	કાપડીઓ	હીનડુ.	કોટબાહાર હર માંન ગલીને.	૧૯ મે	"	"
રાવજી શખારામ . . .	પોલીશ કોરટનો કુલાશીઓ . . .	હીનડુ.	કોટબાહાર ચંદન વાડી આગલ.	૨૧ મે	"	"
આણંદજી રાધવજી . . .	વેઆન ખોરાનો દલાલ	હીનડુ.	કોટબાહાર મુથાર ચાલીને.	૨૧ મે	"	"

ઊપર લખેલા નાદાર દેવાદારોની અરજીઓની વાચતનાં શીરચતા પરનાં હુકમ થયા છે, કે ઊપર લખેલા ધારાની શાતમી કલમ પરનાં નાદાર દેવાદાર મજકુરોની ચથાવર તથા નંગમ નીલકત તથા ઓન વચત આ નામદાર કોરટનાં આકીશીઆલ આશાએનીના તાયાનાં આપે *

નીચે લખેલા દેણદારોની અરજીઓ શાંભલવાશર ઠરાવેલા દીવસ *

નામ.	વખત.		
	દીવસ.	માસ.	કલાક.
વીશણુ કુરશરામ નાગ	૩	જા શેનવાર.	આવનો ડીસેમ્બર
બન પેરીઅરડ	એન	એન	એન
ખીના કાનજી	એન	એન	એન
અર્જંતા લખમજી	એન	એન	એન
ગોવર્દે માહાડુ	એન	એન	એન
ગરેગરી વીઅર તથા મેરી વીઅર	એન	એન	એન
અર્જંદજી રાધવજી	એન	એન	એન
રાવજી શખારામ	એન	એન	એન
વાલટર પીઅરસ	એન	એન	એન

આડા આવનાર દેણદારોને, થોડાનાં થોડા શાંભલવાના તણ દાહડા અગાઊ, શેગણનાં માથી શાત કરેલા પોતાના દાવા હનારી આકીશનાં દાખલ કરવા નાંધે, તથા શીરચતા પરનાં હુકી તેઓ આવવી નાંધે. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલનીલકતની, ટીપો હનાર આકીશનાં દાખલ કરાવી છે *

શ્રી મુંબઈના કોટનધે, કોરટના કલારકની આકીશનાં
લખી તારીખ રર મી નવંબર ચને ૧૮૫૩.

૧. પુરક ફીલરડ,
કોરટનાં આકટોંગ કલારક મહી.
(True Translation)
J. FLYNN, Second Translator.

Insolvent Debtors' Court.

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

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Bomanjee Rustomjee.	Trading under the Name and Firm of Ardaseer Bomanjee, as a Dealer in Glass Ware.	Parsee	Within the Fort, near Mody Khan.	9th	Nov.	1853.
Annunta Luxumon.	A Firewood Broker.....	Hindoo.....	Without the Fort, in New Lane, near Low-archawl.	10th	"	"
Govind Mahadoo ..	A Lascar in the Mint Office.	Hindoo.....	Without the Fort, on Sonapoor Road, in New Lane.	15th	"	"
Khema Canjee.....	A Blacksmith	Hindoo.....	Without the Fort, in Duncan Road.	"	"	"
Gregory Vere and Mary Vere.	None	Portuguese ..	Without the Fort, at Ortha Bash.	18th	"	"
Govindrow Ramchunder.	A Clerk in the Custom House.	Hindoo.....	Without the Fort, in Jambool Waddy.	19th	"	"
Thucker Mowjee Annundjee.	A Piece Goods Merchant. ...	Hindoo.....	Without the Fort, in Hanooman Gullee.	"	"	"
Rowjee Succaram ..	An Interpreter in the Police Court.	Hindoo.....	Without the Fort, near Chundun Waddy.	21st	"	"
Annundjee Ragowjee.	A Broker for Money Lenders.	Hindoo.....	Without the Fort, in Sootarchawl Lane.	"	"	"

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.
Vishnoo Phurrushram Jog	3rd Monday	December next	11 o'clock.
John Pritchard.....	Ditto	Ditto	Ditto.
Khema Canjee	Ditto	Ditto	Ditto.
Annunta Luxumon	Ditto	Ditto	Ditto.
Govind Mahadoo.....	Ditto	Ditto	Ditto.
Gregory Vere and Mary Vere.....	Ditto	Ditto	Ditto.
Annundjee Ragowjee	Ditto	Ditto	Ditto.
Rowjee Succaram.....	Ditto	Ditto	Ditto.
Walter Vears	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.

W. BROOKFIELD,
Acting Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 22nd day of November 1853.

નાદાર દેવાદારોની કોરટને બે.

બહાર ખર્ચ એ બિપરથી આપવાનાં આવે છે, ન વીગત શાથે એની હુકલ ને શખશોનાં નામો લખેલાં છે, તેઓએ મુંબઈની નાદાર દેણદાર લોકોનાં છુટકા કરનારી કોરટને અરજીઓ આપી છે, કે વીકટોરી આના અગીઆરને વરથે ને ધારો બનાવી પચાર કરી યો છે, તેના એકવીશનાં બાપ પરનાં એ કીરપા કરીને હુમોને દાદને પાહુંઆડો.

નામ.	ધંધો.	જાત.	રહેવાનું ઠેકાણું મુંબઈ નધે.	અરજીઓ દાખલ કરી આની તારીખ.		
				દીવસ	તારીખ.	વરસ.
બનનજી રશતમજી . . .	તે અરદેશર બનનજીને નામે તથા પેટુડીએ કાચનો શામાનનો ધનધો કરનારો.	પારશી.	કોટનધે મોદી ખાના આગલ.	૯ મે	નવંબર	૧૮૫૩
અર્નતા લખમજી . . .	પાલવાના લાકડાનો દલાલ . . .	હીનડુ.	કોટખાહાર લવાર ચાલી આગલ એક ગલી મો.	૧૦ મે	"	"
ગોર્વોદ માહાડુ . . .	ટંકચાલની હાકીશનાંનો લચકર . . .	હીનડુ.	કોટખાહાર નવી લેન નધે મોના પુરના રશતા ઊપર.	૧૫ મે	"	"
ખીના કાનજી . . .	હુવાર	હીનડુ.	કોટખાહાર ડુંકો નદોલ ઊપર.	૧૫ મે	"	"
ગરેગરીવીઅર તથા મેરીવીઅર .	કંઈ નહી	પોરટુગીસ.	કોટખાહાર અરથ વાસ આગલ	૧૮ મે	"	"
ગોર્વોદરાવ રામચંદર .	નાંડવીનાં લખનારો	હીનડુ.	કોટખાહાર નાંચુ લ વાડી મો.	૧૯ મે	"	"
ઠકર માહાવજી આણંદજી .	કાપડીઓ	હીનડુ.	કોટખાહાર હર માંન ગલી મો.	૧૯ મે	"	"
રાવજી શખારામ . . .	પોલીશ કોરટનો કુભાશીઓ . . .	હીનડુ.	કોટખાહાર ચંદન વાડી આગલ.	૨૧ મે	"	"
આણંદજી રાધવજી . . .	વચાન પોરાનો દલાલ	હીનડુ.	કોટખાહાર શુથાર ચાલી મો.	૨૧ મે	"	"

ઊપર લખેલા નાદાર દેવાદારોની અરજીઓની બાબતનાં શીરશતા પર નાંચે હુકમ થયા છે, કે ઊપર લખેલા ધારાનો શાતમી કલત પર નાંચે નાદાર દેવાદાર મજકુરોની શથાવર તથા નંગમ નીલકત તથા મીન વશત આ નામદાર કોરટનાં આફીશીઆલ આશાએનીના તાબાનાં આપે *

નીચે લખેલા દેણદારોની અરજીઓ શાંભલવાસાર ઠરાવેલા દીવસ *

નામ.	વખત.		
	દીવસ.	તારીખ.	કલાક.
વીશણુ કુરશરામ જોગ	૩ જા	મોનવાર.	આવતો ડીસંબર
બન પરીઅરડ	એન	એન	એન
ખીના કાનજી	એન	એન	એન
અર્નતા લખમજી	એન	એન	એન
ગોર્વોદ માહાડુ	એન	એન	એન
ગરેગરી વીઅર તથા મેરી વીઅર	એન	એન	એન
અર્નંદજી રાધવજી	એન	એન	એન
રાવજી શખારામ	એન	એન	એન
વાલટર પીઅરસ	એન	એન	એન

આડા આવનાર દેણદારોને, થોડાનાં થોડા શાંભલવાના તણ દાહડા અગાઊ, મોગણનાંનાથી શાબી ત કરેલા પોતાના દાવા હનારી આફીશનાં દાખલ કરવા નોંધે, તથા શીરશતા પર નાંચે કી તેઓને આપવી નોંધે. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ નીલકતની, ટીપા હનારી આફીશનાં દાખલ કરાવી છે *

શ્રી મુંબઈના કોટનધે, કોરટના કલારકની આફીશનાં
 લખી તારીખ ૨૨ મી નવંબર ૧૮૫૩.
 વ. બુરકફીલરડ,
 કોરટનાં આક્ટોંગ કલારક થહી.
 (True Translation)
 J. FLYNN, Second Translator.

Great Indian Peninsula Railway.

TIME TABLE,

For the Month of October 1853, and until further notice.

BOMBAY TO TANNAH.

Miles.		WEEK DAYS.		SUNDAYS.		FARES.		
		1st.	2nd.	1st.	2nd.	1st Class.	2nd Class.	3rd Class.
		A. M.	P. M.	A. M.	P. M.	Rs. A. P.	Rs. A. P.	Rs. A. P.
	Bombay Departure	7 0	4 0	7 0	2 30	0 6 0	0 2 6	0 1 0
24	Byculla "	7 10	4 10	7 10	2 40	0 12 0	0 5 0	0 2 0
54	Mahim Road "	7 20	4 17	7 20	2 45	1 4 0	0 8 3	0 2 6
94	Sion "	7 35	4 30	7 35	3 5	2 2 0	0 14 3	0 4 3
164	Bhandoop "	8 0	4 55	8 0	3 30	2 10 0	1 1 6	0 5 3
204	Tannah Arrival	8 15	5 15	8 15	3 45			

TANNAH TO BOMBAY.

Miles.		WEEK DAYS.		SUNDAYS.		FARES.		
		1st.	2nd.	1st.	2nd.	1st Class.	2nd Class.	3rd Class.
		A. M.	P. M.	A. M.	P. M.	Rs. A. P.	Rs. A. P.	Rs. A. P.
	Tannah Departure	9 15	6 5	9 15	5 30	0 8 0	0 3 3	0 1 0
33	Bhandoop "	9 30	6 20	9 30	5 45	1 8 0	0 10 0	0 3 0
11	Sion "	9 55	6 45	9 55	6 10	1 14 0	0 12 6	0 3 9
15	Mahim Road "	10 10	6 55	10 10	6 20	2 6 0	1 0 0	0 4 9
184	Byculla "	10 20	7 10	10 20	6 35	2 10 0	1 1 6	0 5 3
204	Bombay Arrival	10 30	7 20	10 30	6 45			

BOMBAY TO MAHIM.

Miles.		WEEK DAYS.		SUNDAYS.		FARES.		
		1st.	2nd.	1st.	2nd.	1st Class.	2nd Class.	3rd Class.
		A. M.	P. M.	A. M.	P. M.	Rs. A. P.	Rs. A. P.	Rs. A. P.
	Bombay Departure	7 45	5 20	7 45	3 0	0 6 0	0 2 6	0 1 0
24	Byculla "	7 55	5 30	7 55	3 10	0 12 0	0 5 0	0 2 0
54	Mahim Road "	8 5	5 40	8 5	3 20	1 0 0	0 6 9	0 2 0
8	Mahim Arrival	8 30	6 0	8 30	3 45			

MAHIM TO BOMBAY.

Miles.		WEEK DAYS.		SUNDAYS.		FARES.		
		1st.	2nd.	1st.	2nd.	1st Class.	2nd Class.	3rd Class.
		A. M.	P. M.	A. M.	P. M.	Rs. A. P.	Rs. A. P.	Rs. A. P.
	Mahim Departure	9 0	6 20	9 0	5 40	0 6 0	0 2 6	0 1 0
24	Mahim Road "	9 25	6 45	9 25	6 5	0 12 0	0 5 0	0 2 0
54	Byculla "	9 35	6 55	9 35	6 15	1 0 0	0 6 9	0 2 0
8	Bombay Arrival	9 45	7 5	9 45	6 25			

(By Order)

Bombay, October 11th, 1853.

D. M. ROCHE, Traffic Manager.

Notice.

Tenders will be received at the Sattara Adawlut, up to the 20th of December 1853, from persons desirous of contracting for the SUPPLY of PROVISIONS to the PRISONERS, about 230 (two hundred and thirty), more or less, in the Criminal Jail at Sattara, from the 1st January to the 31st of December 1854. Particulars and conditions may be learnt on application at the Adawlut.

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

D. C. R. LEIGHTON,

Acting Judicial Assistant Commissioner.

November 16th, 1853.

जाहिरनामा.

अदालत कोर्ट सातारा विद्यमान डेविड क्ल्यारन्स रसल लेटन साहेब इन्कोयर आगटिंग ज्युडिशियल आसिस्टेंट कमिशनर याणी सर्व लोकांस कळवायकारिता लिहिला जातो जे सातारा

येथील कैदखान्यातील बंदिवान सुमारे १३० एकशें तीस आगर थोडे कम जास्ति यांस पोतभात्याचा तारीख १ ज्या न्युआरी तागाईत तारिख ३१ डिसेंबर सन १८५४ पर्यंत वारमाही मक्का ठराऊन द्यावयाचा तो घेण्याची मर्जी कोणाची असेल तर त्याणी बंदिवानास दर एक धान्याचें भातें अमूक किंमतीत देऊं तें तपशिलवार अर्जीत लिहून त्याचे मोहरबंद लाखोटे तारीख २० वीस डिसेंबर सन १८५३ पर्यंत सातारा येथे अदालतीत घेतले जातील.

सदर मख्यामकर्णी बंदिवानास कोण कोणते जातीचें धान्य वगैरे जिन्नस द्यावयाचे त्याज बाबद वगैरे सर्व कलम बंदीची याद ज्यास पाहाण्याची असेल त्याजला सातारा येथे अदालत कोडतात दाहा वाजल्या पासून चार वाजे पर्यंत समजाविली जाईल व कोणाची अर्जी ना कबूल केली असता त्याचें कारण समजाविलें जाणार नाहीं.

तारीख १६ नोवेंबर सन १८५३.

D. C. R. LEIGHTON,
Acting Judicial Assistant Commissioner.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 21st October 1853.

The following Act, passed by the Governor General of India in Council on the 21st October 1853, is hereby promulgated for general information :—

ACT No. XIV. OF 1853.

An Act for regulating the Collection and Distribution of the Effects of Officers, Seamen, and others dying in the Marine Service of the East India Company called the Indian Navy.

Whereas it has been deemed expedient, in pursuance of the Provisions of an Act passed in a Session of Parliament holden in the 3rd and 4th years of the reign of Her Majesty Queen Victoria, to provide for the due collection, conversion into money, application, remittance, and distribution of the effects of Officers, Engineers, Soldiers, Marines, Seamen, and all others belonging to the Marine Establishment of the East India Company called the Indian Navy, who shall die in the Service of the said Company out of the United Kingdom, and for the discharge of their marine debts, It is enacted as follows :—

I. When any Commissioned Officer belonging to the Indian Navy shall die in the Service of the East India Company out of the United Kingdom, whether his death shall take place on board Ship or on shore, the First Lieutenant of the Ship or Vessel to which such Officer belonged at the time of his death, or the Officer of such Ship or Vessel next in rank to the Commander thereof, or the Commander himself, if there is no other Commissioned Officer on board, or any Officer he may appoint, shall immediately secure all the effects and equipage of the deceased on board the said Ship or Vessel, or on shore in quarters, and any other effects of the deceased within the territorial possessions of the East India Company, which the Commander of such Ship or Vessel shall direct or authorise to be collected or secured, and shall with all convenient speed, and not later than one month after the death of the Officer, with the assistance of two other Officers not under the rank of Purser, or of Clerk in charge, such Clerk having served not less than two years at sea, to be appointed by the Commanding Officer of the said Ship or Vessel, make an inventory thereof, and transmit that inventory, together with an account of the debts and credits, to the Office of the Secretary to the Government of the Presidency of Bombay in the Marine Department, to the end that after payment of such Officer's marine or ship debts, and the expenses of his interment where any shall have been incurred, the overplus, if any, shall be paid over by the said Secretary to the legal representatives of the Officer so deceased, as hereinafter mentioned.

II. When any Non-commissioned Officer, Seaman, or other person belonging to, or serving in the Indian Navy, shall die out of the United Kingdom in the Service of the East India Company, whether his death shall take place on board Ship or on shore, the First Lieutenant of the Ship or Vessel to which such Non-commissioned Officer, Seaman, or other person belonged at the time of his death, or the Officer of such Ship or Vessel next in rank to, the Commander thereof, or the Commander himself, if there be no other Commissioned Officer on board, or any Officer he may appoint, shall immediately secure all the effects and equipage of the deceased on board the said Ship or Vessel, or on shore in quarters, and any other effects of the deceased within the territorial possessions of the East India Company, which the Commander of the Ship or Vessel shall direct or authorise to be collected or secured, and shall with all convenient speed, not later than one month after the death, in the presence of two other Officers of the rank in the preceding Section mentioned, to be appointed by the Commander of the said Ship or Vessel, take an inventory thereof, and of his credits, and shall take care

that the same be applied in the first instance to the liquidation of his marine or ship debts, the remainder, if any, to be paid over to the Secretary to the Government of Bombay in the Marine Department, in order that the same may be paid to the legal representatives of the deceased.

III. When any such Commissioned or Non-commissioned Officer, or Seaman, or other person, shall at the time of his death as aforesaid have been detached temporarily from his own Ship, and shall be serving with another Ship at a distance from his own, the Officers of the Ship in which the deceased was serving, as well as the Officers of the Ship to which the deceased belonged at the time of his death, shall act in manner above directed in Sections I. and II. of this Act.

IV. If any Commissioned Officer, or Non-commissioned Officer, Seaman, or other person belonging to, or serving in the Indian Navy, shall die within the Presidency of Bombay, away from the Ship or Vessel to which he belongs, except when temporarily serving with another Ship, the Commander-in-Chief of the Indian Navy shall in such case appoint a Committee, consisting of such three Officers as he may direct, to secure the effects of the deceased, or such of them as he may direct, and to apply the same, and act in regard thereto, as in the first and second Sections of this Act mentioned.

V. The said First Lieutenant and other Officers to be selected and appointed for the purposes aforesaid are hereby required to take upon them the said duties, and faithfully discharge the same, and in all respects conform to the provisions and regulations hereinafter particularly specified.

VI. The effects and credits, within the territories under the Government of the East India Company, of Deserters from the Indian Navy, shall be collected and applied in like manner in payment of their marine or ship debts, and the remainder, if any, shall be brought to the credit of the said Company.

VII. It shall be lawful for the Officers, or other persons so authorised as aforesaid, to secure and collect the effects, or any part of the effects of any such deceased Officer, Seaman, or other person so dying as aforesaid, to ask, demand, and receive any such effects to which his authority shall extend, and to commence, prosecute, and carry on any actions or suits for the recovery thereof, and to sell and dispose of, or otherwise deal with the same, without taking out any letters of administration, either with any will annexed or otherwise, in every respect as if such Officers or persons employed or authorised as aforesaid had been appointed executors, and had proved the will, or had taken out administration of such effects; and no Administrator General, Registrar of any Court in the East Indies, or any person acting under the appointment or authority of such Court, *ad colligenda* or otherwise, shall in any manner interpose in relation to any such effects unless required or authorised so to do by any such Officer or person so authorised as aforesaid.

VIII. All sums of money due by deceased Officers, Engineers, Marines, Seamen, and other persons belonging to or serving in the Indian Navy, to the Indian Navy Fund, or in respect of mess-bills unadjusted since the last regular issue of pay-bills, or in respect of Military or Marine clothing appointments, or of equipments, or other articles supplied from the Ship's stores, or of servants' wages due, or of any Ship expenses during the current month, or of any Sanatorium or Hospital charges, or of any mess, or marine or ship accounts, and all sums of money due to any Agent, or Paymaster, or Purser, or any other Officer, upon any such account, or on account of any advance made for any such purpose, and also any charges or expenses attending or relating to the illness or funeral of any such Officer, Seaman, or other person, shall be deemed and taken to be marine or ship debts, and shall be paid out of any arrears of pay or allowances, or out of any prize or bounty money, or the equipage, goods, chattels, and effects of any Officer, Seaman, or

other person dying out of the United Kingdom while in the Service of the said Company, in preference to any other debts, claims, or demands whatsoever upon the estate and effects of such Officer, Seaman, or other person; and if any doubt shall arise as to whether any claim or demand made in relation to any Officer, Seaman, or other person is a marine or ship debt or not, or whether such charges or expenses attending or relating to the illness or funeral of such Officer, Seaman, or other person are proper to be allowed, or whether any such marine or ship debts remain due, such question shall be decided and concluded by any order or certificate to be made by the Secretary to the Government, and all such payments shall be good and valid in law; and every person who shall make any such payment out of any such arrears of pay, effects, or proceeds as aforesaid under the provisions of this Act, or in pursuance of any such order or certificate of such Marine Secretary, or into whose hands any such money shall come, shall be and is hereby indemnified for and in respect of such payments, and all other acts, matters, and things done in pursuance of the provisions of this Act, or of the order or certificate of the said Secretary in relation to the distribution of such assets, anything in any Act or Acts or law or laws to the contrary notwithstanding.

IX. All such marine or ship debts shall and may be paid without probate of any will or any letters of administration, and the surplus only of such arrears of pay or allowances, prize or bounty money, equipage, goods, and chattels, or the proceeds thereof, shall be deemed the personal estate of the deceased for the payment of duty in respect of any probate or of any letters of administration, or for the purpose of distribution as personal estate; and it shall be lawful for the said Secretary to order and direct the payment or distribution of any such surplus, in any case in which the same shall not exceed five hundred Company's rupees, without any probate or letters of administration, or payment of any duty of stamps, or upon legacies or otherwise, and it shall also be lawful for any Paymaster or other person to issue any sum not exceeding the value of five hundred Company's rupees which may be due to any such deceased Officer, Seaman, or other person, unto the widow or relative of any such Officer, Seaman, or other person, or unto the representative or representatives of any such widow or relative in India in like manner, without any probate or letters of administration, or payment of any duty or stamps, or upon legacies or otherwise, the same to be paid to the person who shall be notified by the said Secretary as aforesaid as being entitled thereto; and all such payments respectively shall be as valid and effectual to all intents and purposes as if the same had been made by or to any executor or administrator, or under the authority of any probate or letters of administration, anything in any Act or Acts or law or laws to the contrary notwithstanding.

X. Any such effects, or the proceeds or surplus of such effects, of any Officer, Seaman, or other person so dying, when remitted to any person under any order of the Secretary to the Government of Bombay, or to such Secretary, shall not by reason of coming to the hands of such person or Secretary be taken to be assets or effects in the place to which such proceeds or surplus may be remitted, so as to render it necessary that administration should be taken out in respect thereof; and it shall be lawful for the Secretary to the Government of Bombay to order that such effects, or the proceeds or surplus of any such effects, shall be remitted to any other place in India where the same can more conveniently be paid over to the person or persons entitled thereto, and the obedience to the orders of such Secretary in respect to the payment and disposal of any such effects, proceeds, or surplus of such effects, shall be a discharge from all actions, suits, and demands in respect thereof, to any person to whose hands any such effects, proceeds, or surplus shall have come, and which shall have been paid and disposed of under the order of such Secretary.

XI. The effects or the proceeds or surplus of effects

of any such Officer, Seaman, or other person dying as aforesaid, which shall remain after satisfying such marine or ship debts as aforesaid, shall with all convenient speed be transmitted to such Secretary as aforesaid, by the Officer or person employed and required to take care of, collect, and receive the same, and such Secretary shall cause the same, or the surplus thereof remaining after satisfying such debts, and after and subject to such payment and application as is hereinbefore authorised, to be paid to the executor or legal representative (if in India) of such Officer, Seaman, or other person, or if such executor or legal representative shall not be in India, or shall not within twelve months from the death of such Officer, Seaman, or other person claim such surplus, then and in that case such Secretary shall remit the said surplus to the Court of Directors of the East India Company in London, to be by them paid to the executor or legal representative of such Officer, Seaman, or other person so deceased, and such remittance at the end of twelve months as aforesaid shall be a discharge to such Secretary from all actions, suits, and demands in respect of such surplus; provided always, that the Registrars of Her Majesty's several Supreme Courts in India shall not, nor shall the Administrator General of either of the said Presidencies, be required or entitled to take out letters of administration with the will annexed or otherwise in respect of such surplus.

XII. The provisions of this Act are intended to apply and shall apply only to European Officers and Seamen, and to other persons being Europeans belonging to the Indian Navy, who may die as aforesaid.

XIII. And whereas the Governor in Council of Bombay made certain Rules, bearing date 27th July 1844, to be observed on the decease of European Officers and European Seamen belonging to the Indian Naval Service, purporting to be Rules made in pursuance of the provisions of the said Act of the 3rd and 4th Victoria and the Articles of War thereto annexed, and which Rules have been acted upon, it is hereby enacted that the said Rules shall no longer be acted upon, but that all acts heretofore done within any part of the territories under the Government of the East India Company, which were authorised by the said Rules, shall be deemed to be valid, and that no act thereby authorised to be done shall be questioned in any Court of Justice in any part of the territories under the Government of the East India Company.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT;
LEGISLATIVE,

The 28th October 1853.

The following Act, passed by the Governor General of India in Council on the 28th October 1853, is hereby promulgated for general information:—

ACT No. XV. OF 1853.

An Act for the Amendment of Procedure in Cases of Regular Appeal to the Sudder Courts in the Presidency of Fort William in Bengal.

Whereas it is desirable to simplify and shorten the procedure in regular appeals to the Courts of Sudder Dewanny Adawlut in the said Presidency; It is enacted as follows:—

I. Act IV. 1850, and Sections II. III. and IV. Act XXX. 1850, are hereby repealed, except as to appeals presented before the passing of this Act.

II. *Clause 1st.*—Every petition of regular appeal in a case appealable to either of the said Sudder Courts shall be presented to the Court in which the decision was passed within six weeks from the day of the decision. Such petition of appeal shall, except in cases of petitions under Section XIII. of this Act, contain only notice that the party, being dissatisfied with the decision, is desirous of appealing from it.

Clause 2nd.—The Sudder Court may extend the time for presenting such petition of appeal to the lower Court, upon being satisfied that there is sufficient cause for such extension of time. The application for such extension of time may be made directly to the Sudder Court, or through the intervention of the lower Court, at the option of the applicant.

III. On presentation of a petition of regular appeal to the Court in which the decision was passed, notice thereof to the respondent, as well as a proclamation to the same effect, shall immediately issue from that Court; and a copy of the proclamation shall be forthwith fixed up in some conspicuous part of the Court House of the said Court. If the notice cannot be personally served, the proclamation shall at once be fixed upon the door of the respondent's dwelling house, or in some conspicuous place in the village or place where he usually resides; or in cases in which the respondent shall not have a fixed residence within the jurisdiction of the Company's Courts, the proclamation may be fixed upon the door of his house of business or cutcherry, or the notice may be served on his known local agent. In case the proclamation cannot be fixed or the notice served in the manner above-mentioned, the proclamation shall be fixed up in such other place, if any, as the said last mentioned Court shall direct. The Nazir shall make a return to the Court stating when and where the notice and proclamation have been served or fixed up. The return of the Nazir shall be filed in Court, and shall form part of the record of the case, and such return shall be published by fixing up the same in some conspicuous part of the Court House of the lower Court.

IV. *Clause 1st.*—The Rule in Section XI. Regulation VI. 1793, which directs copies of all original papers transmitted to the Sudder Court with the record of an appealed case to be made out and deposited in the Court in lieu of the originals, is hereby modified, and it shall be necessary to copy, authenticate, and deposit only the exhibits in the case, and also any other papers of importance, including the pleadings, or any parts of them which either of the parties shall require to be copied, authenticated, and deposited in the lower Court previously to their being transmitted to the Sudder Court.

Clause 2nd.—If either of the parties require any papers to be copied, authenticated, and deposited, such party shall, either by himself, or his pleader, or authorised agent, give notice in writing thereof to the lower Court, before the expiration of fourteen days from the time of the publication of the return of the Nazir as aforesaid. Such notice shall specify the papers which the party requires to be copied, authenticated, and deposited.

Clause 3rd.—Either party may, by himself, or his pleader, or authorised agent, before the presentation of an appeal, give notice in writing to the lower Court specifying any papers or documents which he requires to be copied, authenticated and deposited, in the event of an appeal being preferred.

V. The petition of appeal, together with the record of the lower Court, shall be certified to the Sudder Court as soon as conveniently may be after the presentation of the petition of appeal, provided that the same shall not be certified within the time allowed to the parties for specifying the papers which they desire to be copied, authenticated, and deposited.

VI. On arrival of the appeal record at the Sudder Court, notice shall be affixed in the Court House of the said Court, requiring the appellant to file, within six weeks from the date thereof, his grounds of objection to the decision of the Court below. Within the said space of six weeks the appellant shall file in the said Sudder Court his grounds of objection to the decision.

VII. *Clause 1st.*—On the filing of the grounds of objection by the appellant, notice shall be affixed in the Court House of the Sudder Court, requiring the respondent to file his grounds of objection, if any,

to the appeal or to the decision of the lower Court within four weeks from the date of such notice.

Clause 2nd.—Within the said space of four weeks the respondent shall file any grounds of objection which he has to the appeal, or which relate to such parts of the decision as are involved in the appeal.

Clause 3rd.—If the respondent shall desire to object to any part of the decision of the lower Court, not involved in the appeal, he may present a separate petition of appeal to the Sudder Court within the said space of four weeks, or within such further time as the said Sudder Court shall allow for that purpose.

Clause 4th.—The respondent shall in such case file with his petition of appeal his grounds of objection to that part of the decision to which his appeal relates, otherwise his appeal shall not be received.

VIII. *Clause 1st.*—At the expiration of the time allowed to the respondent for filing his grounds of objection, and for filing a separate petition of appeal in the Sudder Court, the record shall be deemed complete, and the case ready to be called up for decision on any day which the Sudder Court may notify, unless the respondent within such time file a separate petition of appeal in the Sudder Court.

Clause 2nd.—If the respondent file a separate petition of appeal in the Sudder Court, notice shall be fixed up in the Court House of the Sudder Court to the effect that the respondent has filed such separate appeal, and the notice shall require the appellant to file any grounds of objection which he may have thereto, within the space of four weeks from the date of the notice.

Clause 3rd.—Within such space of four weeks the appellant may file any grounds of objection which he has to such appeal, or which relate to that part of the decision which is involved in the respondent's appeal. At the expiration of the time allowed for filing such grounds of objection by the appellant, the record shall be deemed complete, and the case ready to be called up for decision on any day which the Sudder Court shall notify for that purpose.

Clause 4th.—If the appeal of either party be dismissed or withdrawn, the appeal of the other may be heard alone; otherwise the two appeals and the proceedings thereon shall form one record, unless the Sudder Court shall otherwise order.

IX. The respondent shall not be allowed to present a separate petition of appeal in the Sudder Court, if he shall previously have presented a petition of appeal to the lower Court.

X. *Clause 1st.*—All grounds of objection which shall be filed by either the appellant or the respondent shall be stated distinctly and concisely, without any argument or narrative of facts, and shall be numbered consecutively, and, except in the cases hereinafter mentioned, shall be on paper bearing the stamp duty prescribed by Article 9, Schedule B, Regulation X. 1829.

Clause 2nd.—The Sudder Court may extend the time for filing grounds of objection either by an appellant or respondent, upon special application for that purpose, and upon sufficient reasons being shown to the satisfaction of the said Court for such extension of time. In such case the objections may be filed within such extended time.

XI. Either party may, by leave of the Sudder Court or any Judge thereof, at any time before the hearing, amend his grounds of objection or add grounds of objection to those filed, upon such terms and conditions, and within such time, as the said Court or Judge may order. The said Court may also, upon the hearing of any appeal, allow either party to amend his grounds of objection, or to add further grounds, or to urge and be heard by himself or his pleader in support of any objection not included in his grounds of objection, upon such terms and conditions as to postponement of the cause, and as to the payment of costs or otherwise, as the Court shall think just, to prevent the

opposite party or his pleader from being taken by surprise or otherwise. Without such leave of the Court, neither party shall be allowed to urge or be heard in support of any objection not included in his grounds of objection filed. But the Court shall not be confined to such grounds of objection on deciding the cause.

XII. *Clause 1st.*—The Sudder Court may call up for hearing and decision on any day the Court shall notify, and without regard to the place in which the case stands in the general list of appeals, any grounds of objection filed by the respondent or the appellant to the appeal of the opposite party, and the Sudder Court may hear and decide upon such grounds of objection before calling the case up for decision upon the grounds of objection to the decision of the lower Court.

Clause 2nd.—If the grounds of objection filed by the appellant and respondent shall be upon points of law only, and shall not raise any question of fact, the Sudder Court may order the case to be called up for hearing and decision on any day which the said Court shall notify, without regard to the place in which it stands in the general list of appeals pending in the said Court.

Clause 3rd.—If the grounds of objection filed shall raise questions of law and fact, and it shall appear to the Sudder Court that the decision of the law may render it unnecessary to determine any question of fact so raised, the Court may order the case to be called up for decision upon the law alone, in the first instance, in the manner pointed out in the last preceding Section, and if their decision of the case upon the law shall render it unnecessary to determine any question of fact, the said Court shall pass a final decision in the case, otherwise the Court shall determine the law only, and the case shall be afterwards set down in the list of regular appeals for hearing upon the question or questions of fact, and shall be determined in the same manner as any other regular appeal.

XIII. If any party to a regular suit be desirous of being admitted to appeal in *formd pauperis* to the Sudder Court, the following procedure shall be adopted:—

Clause 1st.—The appellant shall present his petition to the lower Court according to the rules prescribed by Section II. of this Act. Provided, that a petition to appeal in *formd pauperis* against any decision passed before this Act shall come into operation may be presented within three months from the day of the decision.

Clause 2nd.—Petitions of appeal by parties desirous to appeal in *formd pauperis* shall contain a statement to that effect, and also a Schedule of the whole real and personal property belonging to the petitioner, and the estimated value of such property, and shall be written on paper bearing the stamp duty of two Rupees per sheet.

Clause 3rd.—Upon the presentation of such petition, the notice to the respondent and the proclamation shall state that the appellant desires to appeal in *formd pauperis*.

Clause 4th.—On arrival of the appeal record at the Sudder Court, the same procedure shall be adopted in that Court as in other cases of regular appeal, except that after the filing of the grounds of objection by the appellant, and before notice shall be given requiring the respondent to file his grounds of objection, the Sudder Court shall determine, according to the rules now applicable to the determination of such cases, whether or not the appellant shall be allowed to appeal in *formd pauperis*.

Clause 5th.—If the Sudder Court allow the petitioner to appeal in *formd pauperis*, notice shall be given to the respondent to file his grounds of objection in the manner provided by Section VII. of this Act, and the same procedure shall be adopted subsequently thereto as in other cases of regular appeal under this Act. The rules and conditions now applicable to persons admitted by the Sudder Court to appeal in *formd*

pauperis shall continue in force, except where the same are inconsistent with any of the provisions of this Act.

Clause 6th.—If the Sudder Court refuse to allow the petitioner to appeal in *formd pauperis*, the said Court may make an order to the effect that the appellant, upon filing a petition of appeal in that Court, upon paper stamped with the stamp duty required by Article 8, Schedule B, Regulation X. 1829, and upon re-filing his grounds of objection on paper stamped with the stamp duty required by Article 9 of the same Schedule, may proceed with the appeal according to the rules prescribed by this Act in the case of persons not appealing as paupers.

Clause 7th.—Upon such order being made, the appellant shall file his petition and re-file his objections upon paper stamped with the stamp duty required by Clause 5 of this Section, within two weeks from the date of such order, or within such further time as the said Court may allow for that purpose, otherwise the appeal shall stand dismissed.

Clause 8th.—Upon the re-filing of the grounds of objection according to the provisions of the last preceding Clause, notice of the order and of the re-filing of such objections shall be given to the respondent in the manner prescribed by Section VII. of this Act, and the respondent shall be required to file his grounds of objection, if any, according to the provisions of that Section. The procedure subsequent to such notice shall be according to the general provisions of this Act.

Clause 9th.—If an appellant shall petition to appeal in *formd pauperis*, his grounds of objection may be written on plain paper.

XIV. If an appellant shall be admitted to appeal or a respondent to defend in *formd pauperis*, all grounds of objection subsequently filed by either party may be written on plain paper.

XV. No decision shall be reversed or altered, nor shall any case be remanded upon appeal to the Sudder Court, on account of any error, defect, or irregularity not productive of injury to either party, nor opposed to any express enactment contained in the general Regulations or Acts of Government.

XVI. This Act extends only to regular appeals which shall be presented after the passing of this Act in Civil cases appealable to either of the Sudder Courts in the Presidency of Fort William in Bengal.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 28th October 1853.

The following Draft of a proposed Act was read in Council for the first time on the 28th October 1853:—

ACT No. — OF 1853.

An Act relating to Appeals in the Civil Courts of the East India Company.

Whereas every case in appeal ought to be determined upon the merits without regard to technical errors or defects; It is enacted as follows:—

No order or decision of any of the Civil Courts of the East India Company shall be reversed, altered, or remanded on account of any error, defect, or irregularity not productive of injury to either party, nor opposed to any express enactment contained in the general Regulations or Acts of Government.

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 28th day of January 1854.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 28th October 1853.

The following Draft of a proposed Act was read in Council for the first time on the 28th October 1853 :—

ACT No. — OF 1853.

An Act to explain and amend Act X. of 1851 and Act XX. of 1841.

Whereas doubts exist as to the limits within which certificates of administration to personal estates granted in pursuance of Section IV. Act. X. of 1851, by the British representative accredited to a foreign State, or by the British Officer holding the highest executive authority in a district to which Act XX. of 1841 does not extend, and it is expedient to remove such doubts, and also to amend the provisions of the said Acts; It is enacted as follows :—

I. Every such certificate of administration as aforesaid, which shall hereafter be granted, shall, as regards the public securities of the East India Company, give authority to the person to whom the same shall be granted, throughout the territories in the possession and under the Government of the East India Company, and have the same effect throughout the said territories as a certificate granted under the provisions of Act XX. of 1841, as amended by Act X. of 1851, as within the Presidency within which the same is granted; provided always, and it is hereby enacted, that no certificate granted under the provisions of Act XX. of 1841, as amended by Act X. of 1851, or under the provisions of Act X. of 1851, shall empower the person certified to negotiate any Government note or share of a Bank or any share of such security, or to receive any interest or dividend due thereon, or any share of such interest or dividend, unless the Government note or Bank share shall be specified in such certificate.

II. Any Judge, British representative, or other British Officer authorised to grant a certificate, may from time to time extend the same to any Government note or Bank share not originally specified therein, and every such extension shall have the same effect as if the Government note or Bank share to which the certificate shall be extended had been originally specified therein.

III. Upon the extension of a certificate, security may be required in the same manner as upon the original grant of a certificate.

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 28th day of January 1854.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 4th November 1853.

The following Draft of a proposed Act was read in Council for the first time on the 4th November 1853 :—

ACT No. — OF 1853.

An Act to provide for the Registration of Decrees of the Civil Courts, and to prevent Alienations of Property in fraud of Creditors.

Whereas it is expedient to provide for the registration of decrees of the Courts of Civil Judicature in the territories under the Government of the East India Company, and of Military Courts of Requests, holden in pursuance of Act XI. of 1841, and to prevent alien-

ations of property in fraud of creditors, It is enacted as follows :—

I. In every Office for the registry of deeds within the said territories, there shall be kept a register, to be called the register of decrees, and also a separate register, to be called the register of suits pending.

II. Each of the said registers shall be kept in a book or books distinct from any other register.

III. Each of the said registers shall be appropriated to the period of two years, commencing on the 1st of January in one year, and ending on the 31st of December in the following year, inclusive of both days.

IV. Any person who shall be entitled to enforce a decree or judgment of any of the said Courts of Civil Judicature in the said territories, may register the same, by causing a memorial thereof to be entered in the register of decrees, as hereinafter mentioned.

V. *Clause 1st.*—Upon application being made, either verbally or by petition on unstamped paper, by any person entitled to enforce a decree of any of the said Courts, or his authorized agent, at any time within twelve years from the date of the decree, to the Court by which such decree shall have been passed, or, in the case of a decree of a Military Court of Requests, to any such Military Court holden at the same station or cantonment, such Court shall grant a memorial of the decree, unless it shall appear to the Court that the decree has been satisfied; but no such memorial shall be granted after the expiration of the said period of twelve years, unless sufficient cause for the delay shall be proved to the satisfaction of the Court.

Clause 2nd.—If it shall appear to the Court that the decree has been satisfied, the Court shall refuse to grant a memorial.

Clause 3rd.—If the application be made before the expiration of one year from the date of the decree, the Court shall not be bound to inquire whether the decree has been satisfied.

Clause 4th.—If more than one year shall have elapsed between the date of the decree and the application for the memorial, notice shall be issued to the defendant, calling upon him to show cause, within a period to be fixed by the Court, why a memorial should not be granted.

Clause 5th.—In the case of a Military Court of Requests, the defendant may be called upon to show cause at the same or any subsequent Court.

VI. The memorial shall be written on plain paper, and shall be sealed with the seal of the Court in cases where the Court has a seal, and shall be signed by the Judge, or one of the Judges of the Court. It shall specify the name of the Court, the date of passing the decree, the date of granting the memorial, the names and descriptions of the several parties to the suit as in the record, the sum or sums of money awarded to be paid, or any other thing awarded to be done; and when any sum of money is awarded as an alternative, the amount of the sum so awarded. If the decree relates to specific immovable property, the memorial shall describe such property as in the record.

VII. The word "decree" shall include an award having the force of a decree, and also a final award in any suit referred by any of the Civil Courts of Judicature.

VIII. *Clause 1st.*—The memorial of an award shall be granted by the Court in which the award shall be filed, and in addition to the several matters required by Section VI. to be stated in a memorial, shall state the name or names of the arbitrators or umpire by whom the award shall have been made.

Clause 2nd.—The memorial of a decree of a Military Court of Requests shall be signed by the officer appointed to record the proceedings of the Court, and also by the officer commanding the station or cantonment.

IX. *Clause 1st.*—Upon application by any plaintiff or his authorized agent in a suit, either verbally or by petition on plain paper, to any of the said Courts in which

such suit shall be pending at any time before a decree shall have been passed therein, the Court shall grant a certificate of the pendency of the suit.

Clause 2nd.—The certificate shall be written on plain paper, and shall be sealed with the seal of the Court in cases where the Court has a seal, and shall be signed by the Judge or by one of the Judges of the Court. It shall state the name of the Court, the date of the certificate, the names and descriptions of all the parties to the suit as in the record or proceedings, the date of the commencement thereof, and the substance and value of the claim; and shall certify that the suit is pending. If the suit relates to specific immovable property, the certificate shall describe such property as in the record.

X. Upon presentation of the memorial or certificate at the registry office for any district to the officer authorized to register deeds in such district, and upon payment of the proper fee for the registration thereof, such officer shall register the memorial or certificate in the register of decrees, or in the register of suits pending, as the case may require.

XI. The following forms shall be observed on the registration of decrees or of suits pending:—

Clause 1st.—The person producing the memorial of the decree or certificate of the pendency of the suit for registry, shall attend at the registry office, and deliver the memorial to the officer authorized to register deeds in the said registry office, together with the proper fee for the registry, and thereupon the said officer shall, without further proof, cause an exact copy of the memorial or certificate to be entered in the proper register book, together with a memorandum of the day of the month and year, and the time of the day at which the entry shall be made, and, after having caused the copy to be carefully examined with the original, shall attest the copy with his signature. He shall then return the original, with a certificate of the registry under his signature, specifying the district and book in which the registry was made, and the page of the book, the number in the register, and the date and time of the day at which the registry was made.

Clause 2nd.—Such certificate shall in all Courts of justice be evidence of the registry.

XII. The decrees registered in the register of decrees, and the suits registered in the register of suits pending, shall respectively be numbered consecutively, according to the order in which they are registered.

XIII. An index to each register shall be kept by the registering officer, in which index the name of each defendant shall be entered separately under the letter of the alphabet with which the name of such defendant commences, together with the description of such defendant contained in the register, and a reference to the number of the entry therein.

XIV. The entry in each register and index shall be made in the language of the memorial or certificate produced for registry; and a translation of each register and index shall be made into the English language, and also into the language used in the Civil Court having jurisdiction in the district in which the registry office is situate, whenever the memorial or certificate is in a different language.

XV. Such translations shall be kept with the original register and index, and may be searched and referred to in the same manner as the originals, and without any other fee.

XVI. The person producing the memorial or certificate for registration shall be entitled to examine the entry thereof with the original, and also to examine the entries in the index, and any translations hereby required to be made, and shall also sign his name to the entry in the original register:

XVII. The following fees shall be payable:—

	Rs. a. p.
For the registry of a decree of a Moonsiff's Court, or of a Military Court of Requests	0 8 0
For the registry of a decree in any other Court	1 0 0

For the registry of a suit pending in a Moonsiff's Court, or in a Military Court of Requests	0 8 0
For the registry of a suit pending in any other Court	1 0 0
For every search	1 0 0
For every copy or extract from a register	1 0 0

XVIII. The general laws and regulations for the time being in force in the several Presidencies with respect to the registration of deeds, so far as such laws and regulations relate to the time at which the Registrar or other Officer shall attend at the registry office for the despatch of business, to the keeping, authenticating, and depositing of the register books, to the inspection thereof, and searches therein, and to the counterfeiting or falsifying of any entry in any of the registers, shall be applicable to the registration of decrees and of suits pending, so far as such laws and regulations can be applied thereto, and are not inconsistent with the provisions of this Act.

XIX. *Clause 1st.*—The costs of registering any decree, whether the same be registered in one zillah or district, or in more than one, may be ordered by the Court in which the decree was passed to be paid to the decree-holder by the party against whom the decree was passed.

Clause 2nd.—The order shall have the same effect as if the amount specified therein had been awarded by the decree to be paid to the decree-holder by such party, and shall be levied and enforced in like manner.

Clause 3rd.—No appeal shall lie from any such order.

XX. The costs of registering a suit pending may be ordered by the Court to be paid by the party against whom the decree shall be passed, as part of the costs in the cause.

XXI. No alienation or transfer of any kind which shall be made by any defendant in a suit, or by his representatives, shall be available to protect from attachment or sale in execution of a decree registered in pursuance of this Act, any immovable property situate in the district in which the decree is registered, unless such alienation or transfer be made or evidenced by an instrument in writing, stating the true consideration for the same, and the name or names of the person or persons for whose use or benefit the same is really and in good faith intended to operate, and unless such instrument be duly registered in the district in which the property is situate before the registration of the said decree in that district.

XXII. The Court by which any such decree shall have been passed may, if it shall deem it necessary so to do for the purpose of realizing the amount of the decree, order any immovable property situate in a district in which the decree shall have been registered, and liable to attachment or sale in execution of the decree, to be held or sold under such attachment free from any incumbrance, lien, or partial interest created by any defendant in the suit, or by his representatives, by any mortgage or other instrument not registered in such district before the registration therein of such decree; and in such case the purchaser and all persons deriving title through him shall hold the property free from such incumbrance, lien, or partial interest.

XXIII. Any transfer of immovable property which shall be registered after the registration of the pendency of a suit, and before the passing of a final decree in such suit, or within one month after the passing of such final decree, shall, so far as regards a final decree in the suit, have the same effect only as if such alienation or transfer were registered after the registration of the decree, unless notice in writing of the intention to register such alienation or transfer be given to the Court in which the suit is pending at least one month before the registration of such alienation or transfer, and which notice shall specify the names and places of abode of the parties to the deed or conveyance,

or intended deed or conveyance, their trade or occupation, or other proper description, the property to which the same relates, the fairly estimated value of such property, the nature of the conveyance, and the true consideration for the same.

XXIV. Such notice shall be filed with the record in the cause, and shall be open to the inspection of the plaintiff or his authorized agent, and a copy of the notice shall forthwith be affixed in some conspicuous part of the Catchery of the Court in which the suit is pending.

XXV. *Clause 1st.*—Nothing in this Act contained shall affect any alienation or transfer by an assignee appointed under any law in force in the said territories for the relief of Insolvent Debtors, nor any alienation or transfer which shall be executed in good faith for a valuable consideration, and which shall state the true consideration for the same; and the person or persons for whose benefit the same is really and in good faith intended to operate, and which shall be duly registered after the expiration of two years from the date of the registry of the decree, and before any renewed registry thereof, or shall be duly registered after the expiration of two years from the date of the registry of the pendency of the suit, and before the renewal of such registry or the registry of a decree in the suit.

Clause 2nd.—A decree-holder may renew the registry of a decree or of a suit pending from time to time under the rules hereinbefore prescribed for the original registry thereof, and every such new registry shall have the same effect as an original registry thereof, but shall not alter or affect any previous registry.

Clause 3rd.—Upon every such renewed registry only half the fees above specified for an original registry shall be payable.

XXVI. If immovable property be attached or sold in execution of a registered decree, the holder of a decree in execution whereof such property could not have been attached or sold shall not be entitled to share in the proceeds of the attachment or sale.

XXVII. *Clause 1st.*—Every gift of any property or effects, whether movable or immovable, by any person against whom any decree shall be passed by any of the said Courts, shall, whether the gift be made before or subsequently to the passing of the decree, be void as against the decree-holder, unless such gift be made in good faith by an instrument executed and duly registered before the making of any contract, or the accruing of any cause of action upon or in respect of which the decree shall be passed, such registry in the case of movable property to be made in the registry office for the district in which the donor shall have his fixed residence at the time of the registry.

Clause 2nd.—The registrars of deeds at the respective registry offices shall be bound to register such instruments of gift upon payment of the fee payable upon the registry of a deed of gift of immovable property.

Clause 3rd.—The register of any gift under the preceding clause shall be evidence that the donor had a fixed residence in the district at the time of the registry, unless the contrary be proved.

XXVIII. Every alienation or transfer of property without a valuable consideration for the same, or for a consideration so inadequate as to induce the Court before which the effect of such alienation or transfer shall be disputed to find that the same was merely colorable, and not really and in good faith the inducement to make the alienation or transfer, shall be deemed a gift within the meaning of this Act.

XXIX. Any person who shall be guilty of any of the acts in this section defined shall be deemed guilty of a criminal offence, punishable with fine, or with ordinary imprisonment with or without labour for a term not exceeding two years, or with such imprisonment as aforesaid in addition to a fine, that is to say:—

Clause 1st.—Any person who, with intent to prevent any property, movable or immovable, from being made

available for the satisfaction of any debt or lawful demand to which it would otherwise be subject, shall fraudulently sign, execute, or be a party to any conveyance of such property, which shall be antedated, or shall contain any false statement relating to the consideration for such conveyance, or relating to the person or persons for whose use or benefit the conveyance is really intended to operate.

Clause 2nd.—Any person who, with intent to protect from attachment or sale under a decree of any of the said Courts, any property liable to such attachment or sale, shall fraudulently conceal or remove any such property, or shall fraudulently assist in the removal or concealment thereof.

Clause 3rd.—Any person who, with the intent last aforesaid, shall fraudulently claim any movable or immovable property, or any interest therein, knowing that in good faith he has no right to the property or interest claimed.

Clause 4th.—Any person who, with such intent as last aforesaid, shall fraudulently cause any property to be attached or sold under any decree or judgment collusively obtained for a fictitious debt or demand wholly or in part fictitious, or shall fraudulently cause any property to be attached or sold under any decree or judgment after the same shall have been satisfied, or for a larger sum than in good faith remains unsatisfied, or shall be guilty of any other fraudulent contrivance or misrepresentation.

XXX. In the construction of this Act, unless there is anything in the context to show a contrary intention, the word "property" shall be deemed to include any estate or interest therein; the word "conveyance" shall include every species of instrument by which any property or any interest therein is alienated or transferred, either absolutely or only for a partial interest, or by way of mortgage or pledge; the word "decree" shall include any final judgment in a civil suit; the word "decree-holder" shall include every person entitled to enforce a decree; words in the masculine gender shall include the feminine, and words in the singular number shall include the plural.

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 4th day of February next.

Geo. Plowden,
Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 18th November 1853.

The following Act, passed by the Governor General of India in Council on the 18th of November 1853, is hereby promulgated for general information:—

Act No. XVII. of 1853.

An Act to repeal Regulation VII. of 1816, and to declare the Law which is to be in force in the Tract of Land granted to Maharajah Imrit Rao.

Whereas a tract of land situated near the town of Teroha, in the district of Banda, was granted as an independent Jagheer by the British Government to the Maharajah Imrit Rao; and whereas by Regulation VII. of 1816, of the Bengal Code, it was enacted, that from and after the date of that Regulation, the jurisdiction of the Courts of Civil and Criminal judicature, and the operation of the general Regulations, should not extend to the tract of land aforesaid; and whereas Maharajah Benaik Rao, son of the said Maharajah Imrit Rao, died on the 6th day of July 1853, and it is now expedient to repeal the above-mentioned Regulation: It is enacted as follows:—

I. Regulation VII. of 1816, of the Bengal Code, is hereby repealed.

II. The said tract of land, being part of the district of Banda, all Laws and Regulations now in force within that district shall be in force in the said tract of land.

III. All cases, Civil or Criminal, in which the cause of action arose, or the offence was committed, within the said tract of land, before the passing of this Act, may be tried and determined by the Courts of the said district of Banda, and the general Laws and Regulations now in force there may be applied and administered by the said Courts in the trial and determination of such cases; but if in any Civil case it shall appear that the application of the said Laws and Regulations would operate unjustly if applied to the trial and determination thereof, it shall be lawful for the said Courts to try and determine the same according to equity and good conscience.

IV. Provided always, that no Court shall try or determine any case, Civil or Criminal, with respect to which a final decision was pronounced previously to the said 6th day of July 1853, by any Court or person within the said tract of land, having at the time of the decision lawful power and authority to pronounce it; and that with the exception of cases within the provisions of Section IV. of the said Regulation VII. of 1816, no act committed within the said tract of land prior to the 31st day of August 1853 shall be deemed an offence punishable under the provisions hereof, if at the time of the commission of such act the same was not contrary to the Laws then in force in the said tract of land.

V. Nothing in this Act shall extend to any crime or offence within the provisions of Section III. or IV. of the said Regulation committed before the passing of this Act, but every such crime or offence shall be dealt with and punished as if this Act had not been passed.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

Notice

Is hereby given, that verbal offers will be received at this Office, at 12 o'clock on Monday the 5th day of December 1853, for SUPPLYING by Contract, from 1st January to 31st December 1854, to the Commissariat Department at Kolapoor, for the use of the Troops, the following FORAGE and HOSPITAL SUPPLIES, separate Lists of which are below stated:—

List No. 1.—Country Medicine and Hospital Supplies.
List No. 2.—Coolie, Forage, &c.

Persons desirous of obtaining the contracts will be required to bid a per-centage, in Company's Rupees, above or below the prices stated in the lists above adverted to, on the understanding that the articles, of unexceptionable quality, are to be delivered, free of all expenses, to the Corps or Departments requiring them, at such hour daily as may be appointed.

The several articles are required to be of the best description and quality, of the sorts described in the lists, and will be liable to rejection if not approved of by a Committee of Officers. The contractor will also be liable to be fined (50) fifty Rupees for any delay in making the supplies which may be productive of inconvenience to the Troops or Departments, as often as the same may occur, and will, in addition, have to make good all and every expense resulting therefrom.

No persons will be allowed to bid for any of the contracts unless they previously deposit in this Office the following sums:—

For List No. 1, Company's Rupees 60.

For List No. 2, Company's Rupees 283.

Which sums will be forfeited in the event of delay,

evasion, or refusal to execute the deed of contract should their offers be accepted; in which case they must be prepared to give unexceptionable bonded securities in the following sums, for the due and punctual performance of the engagements respectively:—

For List No. 1, Company's Rupees 242.

For List No. 2, Company's Rupees 1,134.

No reason will be assigned for the rejection of any offer, and no offer will be received after the day and hour fixed for the sale; and every information relating thereto may be obtained at this Office daily (Sundays excepted), from 10 A. M. to 5 P. M.

T. M. VYTHENAWTHUM,
Commissariat Agent.

Commissariat Office,
Kolapoor, 15th October 1853.

Notice

Is hereby given, that persons desirous of entering into Contracts for SUPPLYING such ARTICLES of PROVISIONS, embraced in the following Schedules, as may be required by the Commissariat Department at Poona, for the use of the Troops and Departments at Poona, Kirkee, and Poorundhur, for the term of one year from 1st January 1854, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedules, or lists of prices, and such information relating thereto as they may require:—

- No. 1, For Bread, Biscuit, &c. } The Contracts for Pro-
No. 2, For Beef, Mutton, &c. } visions in these two Lists
} will be applicable to Poor-
} undhur also.
- No. 3, For Rice, Salt, and Wood, as per musters.
No. 4, For Arrowroot, Barley (Europe), and Sago, as per musters.

2. Verbal offers for the contracts will be received at this Office on Monday the 12th proximo, at 12 o'clock precisely, when bidders 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, and agreeable to such of the samples as will be shown at the sale, or of the sort usually supplied; and all articles are to be delivered, in the first instance at the Commissariat Stores at Poona and Kirkee if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the Executive Commissariat Officer, or by the indenting or receiving Officers; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No 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 unex-

ceptionable, 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:—

	Deposit before bidding.	Bonded Security on acceptance of any offer.
For List No. 1, Co.'s Rs.	3,430	Co.'s Rs. 13,720
" " No. 2,	3,145	12,580
" " No. 3,	1,110	4,440
" " No. 4,	15	60

4. The contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department, without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (20) thirty per cent. upon the amount of expenses incurred, or a fine of 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 breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General; and that if the contract be so cancelled, the cash deposit mentioned in paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood, that any negligence, evasion, or refusal on the part of a contractor to make supplies, or obey orders, or any attempt on his part, or that of his agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place ordered, will subject him in every instance to be fined to the extent of (25) twenty-five Rupees, at the option of the Executive Commissariat Officer; 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 parties whose offers are accepted will be required to produce their sureties for the approval of the Civil or Bazar Authorities, as necessary, within fifteen days from the date of the acceptance of their offers, or the contracts will be resold. No reason will be stated for rejecting any securities 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 tendering 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 contracts is estimated as follows:—

No. 1	Rs. 68,598
No. 2	62,904
No. 3	22,185
No. 4	271

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

T. G. FRASER, Major,
Assistant Commissary General.

Poona, Commissariat Office,
19th November 1853.

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY of BEER (both in quart and pint bottles) to this Department, for the term of six months certain, and subsequently during the pleasure of Government, 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 2nd proximo, at 2 o'clock P. M. precisely, when intending contractors will be required to bid a per-centage above or below the prices exhibited in the above-mentioned 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 (700) seven hundred, 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.

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 from Rupees (30) thirty to (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 article 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 (700) seven hundred, 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 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. 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.

8. 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 so remitted will be refunded.

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

F. P. MIGNON, Lieut.,

For Acting Deputy Commissary General.

Bombay, Depy. Commy. Genl.'s Office,
16th November 1853.

Notification.

Persons desirous of appearing before the General Examination Committee, annually assembled for the EXAMINATION OF CANDIDATES for DIPLOMAS of QUALIFICATION in HINDCO and MAHOMEDAN LAW, are requested to send their names, and the usual references to character and occupation, to the Secretary to the General Examination Committee, on or before Wednesday the 10th January next.

By Order of the Examination Committee,
A. RICHARDSON,
Secy. to the Civil and Military
Examination Committee.

Bombay Castle,
17th November 1853.

अहुरनामु.

अहेतुने दरसाल नंतराल अगजानीने
शुन कमीतीने निवेदवारोनी हुंके तथा माहे
महंनशासतरीनी परीअशासतरी शुनंदा आप
वाशाशे येथे छे तेज्यानी शाने न्यानी परी
अशा आपवानी शुशी हुंछे तेज्याने पोतानां
नांनि तथा अशपतरी तथा धंधानी वी
गत तारीअ १० नी माहे अनेवारी शुने
१८५४ बुधवारने हीने अथवा तेनी अगाळ
शहरहु कमीतीना शकतारी शाहेयनी पांशे
दामल करवां.

अगजानीने शुन कमीतीना हुंकेने अपरथी.
नीशाणी

आरथर शेर अंन रीआरडशुन,
शकतारी नी। शीवील अण्ड नी
हीटरी अगजानीने शुन कमीती.

तारीअ १७ नी माहे नवंबर
शुने १८५३ धंशवी शुकांन.
शुंयध.

A. RICHARDSON, Depy. Secy. to Govt.

जाहिरनामा.

ऐसाजे दरसाल जनरल एग्जामिनेशन कमिटी उमेदवारांस
हिंदु व महंमदन शास्त्राची परीक्षा घेउन सनद देण्यास बस
ते तीचे समोर ज्यांची परीक्षा देण्याची इच्छा असेल त्यांहीं
आपलीं नांवे व अब्रूपत्रें व धंध्याचा तपशील तारीख १०
ज्यानेवारी सन १८५४ बुधवारचे रोजीं अथवा त्या पूर्वी त्या
कमिटीचे सक्रटारी यांजवळ दाखल करावीं.

एग्जामिनेशन कमिटी याचे हुकुमावरून.

निशाणी

आरथर सेंट ज्यान रिचार्डसन,
सक्रटारी नी।। सिवल आन्ड मिलटरी एग्जामिनेशन कमिटी.
तारीख १७ नवंबर सन १८५३ इसवी
मुकाम मुंबई.

A. RICHARDSON, Depy. Secy. to Govt.

for the contract unless he deposits with his offer the sum of Company's Rupees (80) eighty for the Liquor, and Rupees (20) twenty for the Drug Contract, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed-of contract; and two unexceptionable securities will also be required from the highest bidders, to guarantee their fulfilment of the terms of the respective contracts.

4. The Troops composing the Malligaum Brigade are—

	Strength.
Detachment of Artillery.....	40
One Regiment N. I.	795
Camp Followers	1,899

But the contracts will be sold for the actual number of Troops that may be present on the day of sale, which will be duly notified to the bidders at the time; and the amount of the monthly payment shall not be increased or decreased on account of Troops arriving in or departing from the Cantonment, unless the strength of such Details exceeds one-fourth the number of men for whom the contracts have been entered into. It is, however, to be distinctly understood, that any alteration in the number of Camp Followers will not entitle the contractors to claim any remission in the payment of the stipulated monthly amount of their respective engagements: the departure of Troops from the Cantonment, as above specified, will alone give claim for remission.

5. The conditions of the contracts shall not be considered binding, or in force in any respect, until the same are confirmed by superior authority.

6. The person or persons whose tenders may be accepted will be required, ere entering on the performance of their contract, to deposit with the Superintendent of Bazars the amount of one month's stipulated payment, as his or their personal security for the due execution of the agreement. This is to be in addition to the monthly payment in advance of the sums tendered for the contract.

7. Further particulars relative to these contracts will be made known on application at the Office of the Superintendent of Bazars at Malligaum, and that of the Commissary General of the Army at Bombay, from 10 A. M. till 4 P. M. every day, Sundays excepted.

8. The contractor will have to defray the expenses of maintaining a Preventive Police, when and wherever the Brigadier Commanding may deem necessary, for the suppression of clandestine sale of Spirits to European Troops.

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

E. A. GUERIN, Major,
Superintendent of Bazars.

Superintendent of Bazars' Office,
Malligaum, 13th October 1853.

जाहिरनामा.

समम लोकांस कळावया करितां लिहिला जातो ऐसाजे बेवडा दारू रेव व ताडी गांच्या अफू व खसखस याचा मक्ता छावणी मालेगांव येथील लष्करास व छावणीतील राहाणार लोकांस विकण्याकरितां बावयाचा तो (एक वर्ष) बारा

महिऱ्याचा सुरू तारीख १ माहे फेब्रुवारी सन १८५४ पासून तारीख ३१ माहे ज्यानेवारी सन १८५५ पावेतो सुपरिन्टेण्डंट बाजार व पोलीस मास्तर छावणी मालेगांव याचे हाफिसांत तारीख ५ माहे दिसेंबर सन १८५३ सोमवारी दिवसा १२ वाजतां लिलांव होऊन विकला जाईल.

२. वर लिहिले मख्याविषयीं मुखजबानी अर्ज सदहू नेमिले तारिखेस व घटकेंत बाजार मास्तर साहेब घेतील आणि त्याच दिवशीं व घटकेंत मुंबईत कमिसरी जनराल साहेब टेंडर म्हणजे बंद केलेला अर्ज अमानतीचे ऐवजा सुदां घेतील.

३. जो कोणी मख्याविषयीं मुखजबानीचा सवाल करील अगर टेंडर देईल त्याणी अगऊ ठेवणी बदल रुपये कंपनी शिक्षा दारूचे मख्या बदल ८० व गांच्या अफू खसखस बदल २० दिल्याखेरीज त्याचा मुखजबानीचा सवाल न एकतां टेंडर घेतला जाणार नाही ज्यास मक्ता मिळाला त्याणी मख्याचे पट सई करण्यास विलंब लाविल अथवा हरएक बाहाणा दाखवून नाकबूल जाईल त्याचे ठेवणीचे रुपये टंडांत घेतले जातील जो सर्वाहून अधिकास बोलून मक्ता घेईल त्याणी दोन जामीन चांगल आत्रुदार सरकार पसेत मख्याचे निभावणी व पुरे करण्याविषयीं दिव्हे पाहिजेत.

४. छावणी मालेगांव येथील राहाणार लष्कर येणे प्रमाणे.

डिटाचमेंट गोलंदाज..... ४०

एक काळी रेजिमेंट पायदळ..... ७९५

कापातील राहाणार लोक..... १८९९

परंतु मख्याचें लिलांव होण्याचे दिवशीं जे लष्करी लोक हजर असतील त्यांजवर मक्ता विकला जाईल लिलांवाचे समयीं मक्ते घेणार लोकांस जाहीर करण्यांत येईल आणि जे लष्करी लोक छावणींत येतील किंवा बाहेर जातील त्या बदल काहीं दर महिऱ्याचे मख्याचे ऐवजांतून चवथाई लोक जाहल्या शिवाय कम जास्त होणार नाही व असें खास समजावें कीं कापातील राहाणार लोक यांत काहीं फेरफार झाल्यास दर महिऱ्याचे ऐवजांतून सुट काहीं मिळणार नाही वर सांगितल्या प्रमाणे जर लष्करी लोक छावणींतून बाहेर गेल्यास मात्र दावा केल्यास वाद मिळेल.

५. मक्ते सरकारांत कबूल झाल्याशिवाय कायम झाले असें समजुं नये.

६. ज्याचा मक्ता सरकारांत कबूल होऊन येईल त्याणी आपला मक्ता चालविण्याविषयीं एक महिऱ्याचा ऐवज जो मख्यास ठरला तो बाजार मास्तर साहेब याजपाशीं मक्ता कबुलाइती प्रमाणे पुरा करण्याविषयीं खुदचा जामीनगी बदल ठेवणी ठेविली पाहिजे आणि मख्या बदल ऐवज दर महिऱ्याचे महिऱ्यास अगऊ देणे लागेल.

७. मख्याचें रिवाजाची कलंबंदीची याद कोणास पाहावयाची असेल त्याणी छावणी येथील बाजार मास्तर साहेब याचे हाफिसांत व कमिसरी जनराल साहेब याचे हाफिसांत सण व रविवार खेरीज करून दाहा वाजल्या पासून च्यार वा जे तो पावेतो पाहावयास मिळेल.

८. गारे सोजर यांस दारू नकळताना विकतात असें ब्रीगीडीयर कमांडिंग साहेब यांस मालुम झाल्यास त्याचा अटकाव करण्याविषयीं चौकीदार ठेवण्याविशीं हुकूम करतील तर त्यांचा पगार मक्तेदार यास देणे लागेल.

९. ज्याची अर्जी नाकबूल होईल त्याची सबब सांगितली जाणार नाही जाणीजे.

तारीख १३ अगटोबर सन १८५३ इसवी.

STATEMENT OF DEPOSITS made at the General Treasury at Bombay, on account of the Estates of deceased European Commissioned, Warrant, and Non-Commissioned Officers and Soldiers, and Seamen, of the East India Company's Service, during the Month of October 1853.

Date of Deposits.	On whose Account.	Rank.	Corps.	General No.	Date of Decease.	Amount of Deposits.
MILITARY.						
1853.						<i>Rs. a. p.</i>
Oct. 10th	James Hatch	Private	1st Bombay Eur. Regt. (Fus.)	2014	July 2nd 1853	74 3 8
" "	James Smith	Ditto	Ditto ditto	141	June 1st "	41 7 3
" "	John Lantry	Ditto	Ditto ditto	1952	" 3rd "	32 14 1
" "	Hugh Gemmel	Gunner	2nd Co. 2nd Batt. Artillery..	2547	" " "	141 6 4
" "	Patrick Hafey	Private	2nd Eur. Regt. L. I.	1979	March 5th "	183 4 4
" "	Michael Connors	Ditto	Ditto	683	April 14th "	38 4 9
" "	Charles William	Ditto	Ditto	1887	" 3rd "	60 6 10
" "	Thomas Andrews	Ditto	Ditto	1791	May 5th "	44 14 3
" "	Alexander Cowan	Ditto	Ditto	1811	June 19th "	101 10 9
" "	John Penny	Ditto	Ditto	2168	July 8th "	59 10 11
" "	George Spinney	Ditto	Ditto	2062	" 5th "	142 9 1
" 12th	Hugh Gemmel	Gunner	2nd Co. 2nd Batt. Artillery..	2547	" " "	0 8 7
" 17th	C. W. Barr	Lieutenant	20th Regt. N. I. ....	....	Aug. 13th "	2,953 4 10
" 21st	Michael Murphy	Private	1st Bombay Eur. Regt. (Fus.)	750	" 17th "	38 6 2
" "	Michael Cleary	Color Serjeant	Ditto ditto	639	" 21st "	163 3 4
" "	John Biggs	Private	Ditto ditto	1921	Sept. 10th "	74 7 7
" "	Pierce Lambert	Ditto	Ditto ditto	1612	" 5th "	15 0 8
" "	James Bellinger	Ditto	Ditto ditto	1277	" 13th "	60 10 3
" 24th	Frederick Wigan	Serjeant	Sappers and Miners	....	" 21st "	57 4 0
" 29th	William Minihan	Gunner	1st Troop Horse Brigade ..	2433	Oct. 17th "	63 9 2
MARINE.						
Oct. 5th	James Stockham	Purser	Indian Navy	....	July 23rd 1853	110 4 0
" 7th	David Smith	Seaman	"Sesostris"	3161	Oct. 1st 1852	193 10 4
" "	Ralph Leighton	Ditto	Ditto	3307	Sept. 5th "	125 5 4
" "	David Wallace	Ditto	Ditto	....	" 15th "	97 7 2
" "	James Stockham	Purser	Indian Navy	....	July 23rd 1853	876 9 8
" "	John Floyd	Able Seaman	"Medusa"	3129	Mar. 12th "	99 3 6
" "	Daniel Coombs	Quarter Master	Ditto	3080	Dec. 25th 1852	146 3 8
" "	Martin Smith	Sail Maker I. N.	Ditto	2002	Mar. 7th 1853	136 9 11
" 28th	Thomas Smith	Able Seaman	H. C. Ship "Hastings"	2953	Oct. 11th "	32 3 11

Claims against the above Estates are to be preferred to the Secretary to Government in the Military Department, within twelve months from the date of the death of the party, after which period all payments will cease to be made in India.

C. J. ERSKINE,
Acting Secretary to Government.

[1960]

Notice

Is hereby given, that to prevent VESSELS being DETAINED under QUARANTINE at Bussora, and other Turkish Ports in the Persian Gulf, it has been determined by Government, that from and after the 1st December next, Bills of Health will be granted to Vessels leaving Bombay for those Ports, which will, on production to the Authorities there, entitle them to immediate entry.

Applications for such Bills of Health are to be made to the Collector of Customs, Bombay.

RICHARD SPOONER,
Acting Collector of Customs.

અહેરનામું.

એહુવુજ અશરા તથા પરશીઅન ગલકે (એરલે મલીન કારશ અથવા ઇરાનની માડી) નાના ટરકીના બીજાં યદરેનાં કુ આરાનટાઇનલા પરનાં (એરલે વાંચી) નાનાં માંચાં વીગરે આખરી છે એવા વેન આવાબીપરથી વાંચી બીપરનાં માંચાં વીગરેને બીતરતાં આટકાવવા આખતના કાએદાપરનાં વાંચીને અટકાવી રાખે છે તેનહી રાખવા માટે શરકારે ઠરાવેલું છે ન ન વાંચી મુંબઇથી શદરડુ યદરેએ ને તેએને આવતા ડીએમપર મહીનાની પેહુ લી તારીમથી બીલય આકે હેલય (એરલે એ વાંચીનાં માંચાં વીગરે આખરી નથી) એહુવા દામલા આપવાનાં આપમે અને તે દામલા તાહીના અધીકારીની આ ગલ રજુ કરાપછી હુરત તે વાંચી નોંધવા નાં આપમે.

શદરડુ દામલા લેવાશર મુંબઇના કશરે મ કલેકટર શાહુએને અરજ કરવી.

નીચાંચી.

રીઆરડ ઇશ્યુનર,

કશરે મનો આકટીનગ કલેકટર.

A. RICHARDSON, Depy. Secy. to Govt.

اِشْتِهَارِ نَامَه

قد نشتر و نرقم ایمن المراكب التي يصير متوقفين لاجل قرانطينه في بندر بصره وغير بندر دولة عثمانیه في خلیج فارس ان السركار عظم مدار منبئي قد تقر بان من وبعد غرة شهره سمبر (اعنى ربيع الاول) الاثني اوراق المتضمن على الصبحة قد يعطون بمراكب التي سبنا فر من منبئي الى بندر مرقوم اعلاه والمراكب المذكوره قد فوراً يصير محقق دخول في البنادر علي مشافه الاوراق المرقوم اعلاه بحكام هذو الصوب

عرايض لوصول هذه الاوراق الصبحة لابد لحضر بكلكتر صاحب الفرضه في المنبئي

(صحیح) ریحارڈ اسپونر

اکٹنگ کلکٹر یعنی مختار الفرضه

A. RICHARDSON, Depy. Secy. to Govt.

اِشْتِهَارِ

دادہ میشود کہ برای بازداشتن کشتیهای که در بندر بصره و دیگر بندر دوله عثمانیه که در خلیج فارس اند بسبب لوازمه قرانطینه متوخر و متوقف میشوند سرکار دولتمدار بندوبست فرموده اند بدینمط که من و بعد غره ماه سمبر (یعنی ربيع الاول) آئنده پروانجات متضمن بر حال صیبت و تندرستی اوادم صراکب از بندر منبئي به بندر مذکورہ اعلاه مرخص شوند داده خواهد شد این پروانجات مذکورہ را بحکام آنصوب باید داد که در آنجا بزودی محقق دخول شوند

عرايض براي پروانجات صیبت و تندرستی مرقوم اعلاه به کلکٹر صاحب فرضه یعنی گمری که در منبئي اند باید مورد فقط

(صحیح) ریحارڈ اسپونر

اکٹنگ کلکٹر یعنی مختار گمری

A. RICHARDSON, Depy. Secy. to Govt.

Notice

Is hereby given, that persons desirous of entering into a contract for performing the duties of WASHING and ROLLING BOTTLES, &c. of this Department, for the term of one year from the 1st day of January 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. Sealed tenders for the contract will be received at this Office on Friday the 16th proximo, at 2 P. M. precisely. These must specify, both in words and figures, the rate per cent. above or below the prices exhibited in the above list at which they will undertake to perform the whole of the work embraced therein, on the understanding that it must be performed in a satisfactory manner, and that the materials used must be of unexceptionable quality, or of the usual description; that the work must be performed whenever ordered, free of all charges beyond the stipulated price; and that the same is 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 tender will be received unless accompanied by a deposit in this Office, in cash, of the sum of Rupees (70) seventy, 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 tender being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (281) two hundred and eighty-one, 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 orders for washing and rolling Bottles, &c., and other similar duties of less urgency must be complied with within the periods stated in the requisitions made upon him; in failure whereof, or if the work be condemned by a Committee of Officers as aforesaid, this Department may immediately cause the work to be executed at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from Rupees (30) thirty to (100) one hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation by a Committee of any work performed constitutes such a breach of contract, whether the work in question be afterwards executed 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 (70) seventy, 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 perform the work, or any attempt on his part, or that of his agents, to use materials of an inferior quality in lieu of those he is bound to use, or any neglect on his part to perform the work 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 when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

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

8. Bills for work performed under this contract must be preferred within one month from the date of the performance of the work, in default of which the contractor will forfeit the full value of the work performed 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 tendering for the con-

tract, fails to furnish the necessary security, as provided for in Clause 7th of this Notice, will be interdicted from tendering on future occasions, unless he produce 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 1,406.

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

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

Bombay, Depy. Commy. Genl.'s Office,
28th November 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.
			Rs. a. p.	

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.

OPIUM MEMORANDUM for the Week ending Tuesday, 29th November 1853.

YEARS.	PASSED GRANTED AT INDORE				IMPORTED INTO BOMBAY				EXPORTED BY SEA		Balance unaccounted for.	Total.	Chests	
	Up to the 22nd No- vember 1853.	From 23rd to 29th November 1853.	Total.	Up to the 22nd No- vember 1853.	From 23rd to 29th November 1853.	Total.	Up to the 22nd No- vember 1853.	From 23rd to 29th November 1853.	Total.					
For 1850-51.	24,052 & 45 lbs.	24,044 & 45 lbs.	24,052 & 45 lbs.	8	34,052 & 45 lbs.	24,036	..	24,036	8 & 45 lbs.	Of the Season 1851-52.	..	..	..	..
" 1851-52.	26,047	26,041	26,047	6	26,047	26,005	..	26,005	35 1/2	Of the Season 1852-53.	..	..	..	200 1/2
" 1852-53.	27,055 1/2	27,049	27,055 1/2	..	27,055 1/2	26,000	..	26,000	1,683	Of the Season 1853-54.	..	..	..	945 1/2
" 1853-54.	3,324	1,326	3,605	..	2,138	382 1/2	..	382 1/2	1,410	Total	..	..	..	552 1/2

Detail of Exports from 23rd to 29th November 1853.

RICHARD SPOONER,
Acting Opium Agent.

Bombay, Opium Agent's Office, 30th November 1853.

Notice

Is hereby given, that the INTEREST of the under-mentioned persons, respectively, in certain PARCELS of GOVERNMENT LAND, with Cudjan Sheds standing thereon, situated without the Town Walls, at Cammattee Poora, seized under Distress Warrants for non-payment of the Revenue, will be SOLD by Public Auction at the Collector's Office, in the Fort, at noon on the 12th proximo.

- No. 1.—Andaroo Nowrojee Burjorjee, Collector's Nos. 3570 and 3611.
 - No. 2.—Toolsha Ragoonaiik, Collector's No. 4879.
- F. HUTCHINSON,
Collector.

Bombay, Collector's Office,
24th November 1853.

બહેરનાં મુ.

ચેતુલુજ બાહારકાર કાંનારી પુરાનાં મરકારી જમીનના કડકા છે તેણે પર બવલો નાં છાપરાં છુ તેઓજુ મરકારજુ મેહેશુલ નીએ લખેલા મમશે પાંમેથી નહી આવવા ને લીધે જપતીજુ વારંનટ કાહાડીને જપત કરેલાં છે નારે મદરહુ કડકાજી પરનો એ મમશેનો હક તારીમ ૧૨ મી નાહે ડીયંબર શંને ૧૮૫૩ ને દીને બપોરનાં કારનાં કલેક્ટર મહુબની કચેરીનાં બહેર લીલાંમ કરીને વચવાનાં આવશે.

- નંબર ૧—ચંધીઆર નવરોજી બરજો ૨૭ કલેક્ટરને નંબર ૩૫૭૦ તથા ૩૬૧૧.
- નંબર ૨—જુલશ રાજુ નાએક કલેક્ટર નો નંબર ૪૮૭૯.

નીશાંણી.
એક. હમીનશંન,
કલેક્ટર.

તારીમ ૨૪ મી નાહે નંબર શંને ૧૮૫૩ ઇંશવી મુકાંમ મુબઇ કલેક્ટરની કચેરી.

A. RICHARDSON, Depy. Secy to Govt.

जाहिरनामा.

ऐसाजे कोटाबाहेर कामाठपुण्यांत सरकारी जमिनीचे तुकडे आहेत त्यांजवर झावळ्यांची छपरां आहेत त्यांचे सरकारी देणे खाली लिहिलेले मनुष्यांकडे थकल्यामुळे जस्यचें वारंट काढून जप्त केले आहेत त्यास सदहू तुकड्यांवरील मशार निहू यांचे हक तारीख १२ डिसेंबर सन १८५३ रोजी दोन प्रहरां कोटातील कलेकटरचे कचेरींत जाहिर लेलांव करून विकले जातील.

- नंबर १—अंधारू नवरोजी बरजोरजी कलेकटरचे नंबर ३५७० व ३६११.
- नंबर २—तुळसा राघु नाईक कलेकटरचे नंबर ४८७९.

निशाणी.
एफ. हचीनसन,
कलेकटर.

तारीख २४ नवंबर सन १८५३ इसवी मु।।
मुंबई कलेकटरची कचेरी.

A. RICHARDSON, Depy. Secy. to Govt.

Advertisement.

PASSAGE TO LONDON IS REQUIRED for (6) Six Unfit Seamen of the Indian Navy.

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

Commodore's Office, Bombay,
29th November 1853.

Notice.

There will be sold by PUBLIC AUCTION, in the Forests undermentioned, a large quantity of TEAK CUTTINGS and THINNINGS, comprising Rafters of sizes, Khurries, Cast Pieces, small Boat Crooks, &c.

Terms.—Ready money, or credit for two and four months, on sufficient security being given.

Dates. Places of Sale.

Dec. 6th.—	Toormeh B, and Darolee, Kalolee, Mahal Beerwan, Talook Raeghur.
„ 9th.—	Kowleh, Petha. Koudwee, Talook Raeghur.
„ 12th.—	Fulanee, Petha Goregaum, Talook Raeghur.
„ 15th.—	Doongrowlee, Petha Talleh, Talook Rajpoorie.
„ 20th.—	Wawa and Shenwae, Talook Rajpoorie, and Ilaqui Colaba.
„ 22nd.—	Raphgaom, Petha Nagotna, Talook Penn.

A. GIBSON,
Conservator of Forests.

Malcolm Peit, 28th November 1853.

कंपनी सरकार इंग्रज बाहादूर विला डाक्टर गिवसन साडेव कनसरवेटर आफ फारिस्ट.

जाहिरनामा सर्व लोकांस कळवें की जिल्हा ठाणे येथील खाली लिहिले ठिकाणी सागवानी वांसे व कड्या व गाडीचे कामाचे तुकडे व काही वाकें आहेत यांचे लिलाव नारीखवार माहालचे अंमलदार व आमचे समक्ष होतील तर ज्यांची खुषी असल त्याणी खाली लिहिले ठिकाणी सागवानी माल घेण्यास यावें ते.

- १ मौजे तुरमे व मौजे धारवली पेठा विरवाडी तालुके रायगड तारीख ६ माहे डिसेंबर सन १८५३.
- १ मौजे कावळ पेठा कोंढवी तालुके रायगड तारीख ९ माहे डिसेंबर सन १८५३.
- १ मौजे फलाणी पेठा गोरगाव तालुके रायगड तारीख १२ माहे डिसेंबर सन १८५३.
- १ मौजे डोंगरोली पेठा तळें तालुके राजपुरी तारीख १५ माहे डिसेंबर सन १८५३.
- १ मौजे वावे सेनवई तालुके राजपुरी व इलाखा कुलाबा तारीख २० माहे डिसेंबर सन १८५३.
- १ मौजे रावगाव पेठा नागोठणे तालुके साकसे तारीख २२ माहे डिसेंबर सन १८५३.

एकूण साहा ठिकाणी नेमले तारिखेस सागवानी वर लिहिले लाकडाचे लिलाव होण्याचे आहेत हें सर्वांस जाहीर होउन ज्याची उमेद लाकडाचा लिलाव घेण्याची असेल त्याणें नेमले तारिखेस येउन हजर व्हावें सदरहू माल लिलावांत शिकस्त बोलून घेतिल त्याणी तिकडील अंमलदार याजकडे खात्रीचा जामीन दिव्हा म्हणजे निमेषैसा दोन महिन्यानी व बाकी रा हील तो पैसा च्यार महिन्यानी या प्रमाणे मुदत मिळेल हें

समजून सर्वांनी ज्याची उमेद सागवानी लाकडे घेण्याची असेल त्याणी हजर व्हावें.

तारीख २८ माहे नोवेंबर सन १८५३ इसवी
मुकाम माभळेश्वर.

A. GIBSON,
Conservator of Forests.

Notice.

Tenders are hereby invited for the CONVEYANCE to LONDON of ELEVEN BOXES, containing Medical Stores, the weight and dimensions of which are below specified:—

Box	No.	Weight.		Length.		Breadth.		Depth.	
		lbs.	oz.	ft.	in.	ft.	in.	ft.	in.
1	456	0	2	10	2	2	2	2
2	416	0	2	10	2	2	2	2
3	394	0	2	10	2	2	2	2
4	392	0	2	10	2	2	2	2
5	302	0	3	3	2	2	1	6
6	264	0	2	10	2	0	1	6
7	440	0	2	10	2	2	2	2
8	277	0	2	10	2	0	1	6
9	278	0	2	10	2	0	1	6
10	70	0	4	8	0	9	0	9
11	29	0	3	9	0	8	0	6

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

Commodore's Office, Bombay,
29th November 1853.

Notice.

Tenders will be received at the Office of the Commander in Chief Indian Navy, from persons willing to supply SHIP TONNAGE for the conveyance from Mangalore to Calcutta of about (484) four hundred and eighty-four 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 be delivered at Calcutta in like good order, according to weight.

The Master of the Vessel, or authorised 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,
29th November 1853.

Notice.

To be Sold by PUBLIC AUCTION, at the Government Cooperage, on Friday the 2nd December, at 11 A. M. 900 HOGSHEAD PACKS, or more, with Six Iron Hoops each, including two on each Pack. A deposit of 25 per cent. to be paid on each Lot being knocked down, and the Lots to be paid for and cleared away within two days, or resold at the risk and expense of the first purchaser. The Lots will be open for view daily from 11 A. M. until 3 P. M.

J. GRANT, Major,
Agent for Gun Carriages.

*Bombay, Govt. Cooperage Office,
25th November 1853.*

Notice

Is hereby given, that verbal offers will be received at the Office of the Superintendent of Bazars at Belgaum, and sealed tenders at the Office of the Commissary General, Bombay, at 11 o'clock A. M. on Thursday the 22nd of December 1853, for the contract for the exclusive privilege of SELLING ARRACK, COUNTRY LIQUOR, and INTOXICATING DRUGS to the Native Troops and Followers in the Cantonment of Belgaum, and also to the Inhabitants of the Town of Belgaum, for a period of one year, from the 1st of March 1854 to the 28th February 1855.

2. The contracts will be sold for the number of Troops present on the day of sale, and the amount to be paid by the contractor will not be increased or decreased as Troops arrive at or depart from the Station, unless the number of Troops present shall, at any time during the existence of the contract, exceed or fall short of the number present on the day of sale by more than one-fourth part, in which case the payment to be made by the contractor will be increased or decreased to such extent as may be fixed by a Committee of Officers to be appointed on behalf of Government.

3. Each bidder or person tendering for the contract must deposit the sum of (Rupees 3,000) three thousand, which will be forfeited in the event of delay, evasion, or refusal on the part of the party concerned to execute the necessary deed of contract, should his offer or tender be accepted.

4. Each bidder or tenderer must state the sum that he is willing to pay monthly for the contract; and the person whose offer may be accepted will be required to deposit with the Superintendent of Bazars the amount of one month's stipulated payment, as security for the due performance of the contract, and also to make each monthly payment in advance; the first payment to be made on the 1st March 1854.

5. Each bidder or person tendering must produce a certificate from two individuals of unexceptionable character, that they will stand security for him in the event of his offer being accepted.

6. The person whose offer may be accepted must purchase the Distillery in the Sudder Bazar, at the valuation of a Committee of Officers.

7. Only one Shop will be allowed in the Sudder Bazar.

8. The contractor will be required to bind himself to defray the expense of maintaining any Police which the Commanding Officer may con-

sider necessary for preventing the clandestine sale of Spirits to the European Troops.

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

10. The articles of agreement to be entered into may be seen, and all further particulars learnt, on application at the Office of the Superintendent of Bazars, any day between the hours of 11 A. M. and 3 P. M., Sundays excepted.

W. GRAY, Lieutenant,
Superintendent of Bazars.

*Belgaum, Supt. of Bazars' Office,
12th November 1853.*

Notice.

Verbal offers will be received at this Office, at noon precisely on Monday next, the 5th proximo, for the SUPPLY of the undermentioned ARTICLES, and of such others as this Department may be required to supply during the intermediate period, viz:—

- 1 Cup, Silver, to contain about 1 pint.
- 1 Flagon, Silver, ditto ditto.
- 2 Salvers, Silver, about 6 inches in diameter, with a rim about three-quarters of an inch above the level of the surface.
- 1 Surplice, Cambric.
- 5 Gallons Varnish, Brown, hard.
- 3 Grinding Stones, to be repaired.
- 4 Cumberbands, Red (Turkey).
- 15 Yards Chails, for lining Sepoys' Coats.
- 4 Turbands, Red (Calicut).
- 112 lbs. Dryers, for Paint, Patent.
- 30 lbs. Lace, Cotton, Tent, narrow.
- 2 Tonies, (Country), 2½ feet broad, and 22 to 25 feet in length.

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

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

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

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

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

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

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

*Bombay, Depy. Commy. Genl.'s Office,
30th November 1853.*

POST OFFICE NOTICES.**OVERLAND MAIL.**

Mails *viâ* Marseilles, and *viâ* Southampton, will be despatched by the H. C. Steamer "FEROZE," to meet the Calcutta Steamer at Aden on her way to Suez.

The Packets will be closed on THURSDAY the 1st proximo, at 6 o'clock P. M.

OVERLAND MAIL.

The OVERLAND MAIL *viâ* Marseilles, and *viâ* Southampton, per H. C. Steamer "QUEEN," will be closed on WEDNESDAY the 14th proximo, at 2 o'clock P. M. *precisely*.

An AFTER-PACKET will be kept open, for Bearing Letters only, until 3 o'clock P. M., on the usual terms.

Bombay General Post Office, 30th November 1853.

Packets per Steamer "BOMBAY," for KURRACHEE and SCINDE, will be closed 12 hours after the arrival of the next Overland Mail.

The Mails for CEYLON, PENANG, SINGAPORE, CHINA, and AUSTRALIA, per P. & O. Co.'s Steamer "POTTINGER," will be closed on THURSDAY the 1st proximo, at 6 o'clock P. M.

The next Mails for MAURITIUS, and the CAPE OF GOOD HOPE, *viâ* Ceylon, will be despatched about the 16th proximo.

Bombay, General Post Office, 23rd November 1853.

DUNCAN DAVIDSON,
Post Master General.

POSTAL NOTICE.

Orders have been issued to the Post Master in Guzerat to establish regular Post Offices at Dholka and Dhollera, on the line between Ahmedabad and Gogo.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
30th November 1853.*

POSTAL NOTICE.

It is hereby notified, under instructions from Government, that no STAMPED RECEIPTS will, after the 30th instant, be granted at any Post Office for "Unpaid Letters."

Letters of value or importance, and Paid Letters, may be registered as usual.

All Post Masters are directed to make suit-

able arrangements at their Post Offices for fixing Receiving Boxes securely, so that Bearing Letters may be dropped into them, and posted at any hour of the day or night.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
23rd November 1853.*

POSTAL NOTICE.

Parties who seek for information or redress of grievances in connection with Postal matters are requested to address the Post Master General, or his Deputy, who will give prompt attention to such requisitions. Communications addressed to Subordinates in the General Post Office will not be attended to.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
23rd November 1853.*

POSTAL NOTICE.

From the 1st proximo, Branch Post Offices for receipt of Letters, &c. will be opened, one in the Police Chowkey near Musjeed Bunder, and the other near the Dockyard, Mazagun.

They will be open daily, Sundays excepted, from 10 A. M. until 4 P. M.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
23rd November 1853.*

POSTAL NOTICE.

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

W. BLOWERS,
Deputy Post Master General.

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

POSTAL NOTICE.

Tenders will be received at this Office, up to 25th December, at 12 o'clock, noon, for the CONVEYANCE of MAILS between Panwell and Vingorla. Further particulars may be learnt at this Office, or on application to the Post Masters of Rutnagherry, Belgaum, and Tanna.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
29th November 1853.*

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 24th November 1853.

No. 700 of 1853.—In consideration of the great improvement which has taken place in the manufacture of Horse Appointments in this country since the publication of the Government General Order dated 25th August 1831, Sect. XII. Art. 146, page 158 of Jameson's Code, the Right Honorable the Governor in Council is pleased to direct that, excepting under extraordinary circumstances, to be specially considered, Saddles and Harness with the Cavalry and Artillery of this Presidency be not in future renewed until they shall have been in use for six years; and further, that those Equipments be not renewed at the expiration of the period specified unless they are then declared by a Committee to be unserviceable.

Officers Commanding Troops and Batteries are, as heretofore, expected to keep the Saddles and Harness in charge in a perfectly efficient state, during the whole of the assigned period, from the allowance granted for repairs. Sets of Equipments as issued from Store are to be maintained complete in all respects from the allowance, and renewals on account of condemnation or loss of component parts of sets are inadmissible.

The Saddles in use with His Excellency the Commander in Chief's Escort, in like manner with those of the Escort of the Right Honorable the Governor, are to be henceforward kept in repair by the Ordnance Department, and renewed when pronounced by a Committee to be fairly worn out and unserviceable, the allowance for repairs ceasing to be drawn on account of those Appointments.

Bombay Castle, 26th November 1853.

No. 701 of 1853.—Bombardier Michael Twohy, of the 1st Battalion Artillery, is allowed to purchase his discharge from the Honorable Company's Service, under the provisions of Government General Order No. 543, dated the 23rd September 1852.

No. 702 of 1853.—Lieutenant E. G. Goble, of the 14th Regt. N. I., is allowed a furlough to Europe on Medical certificate, agreeably to the Regulations.

No. 703 of 1853.—The undermentioned Officers have been reported to be qualified as Interpreters in the Native languages, as below particularized:—

In Hindoostance.

Captain E. W. Bray	H. M.'s 83rd Regt.
Ensign D. C. E. Twyford	2nd Eur. Regt. L. I.
Lieutenant W. T. Bowen	16th Regt. N. I.
Lieutenant H. L. Robinson	20th " "
2nd Lieutenant W. H. Malden	Regiment of Artillery.
Lieutenant T. T. Piers	29th Regt. N. I.
Ensign W. Dickinson	8th " "
Ensign P. W. Bannerman	10th " "
Ensign T. Knight	16th " "
Lieutenant J. C. Hailes	Horse Artillery.
Lieutenant H. C. Bainbridge	24th Regt. N. I.
Ensign W. A. Kerr	24th " "
Ensign G. Innes	22nd " "
Ensign G. A. P. Younghusband	13th " "

In Mahratta.

Ensign C. F. Boulton	27th Regt. N. I.
2nd Lieutenant F. Swanson	Regiment of Artillery.
Ensign T. J. Holland	13th Regt. N. I.
Ensign C. T. Heathcote	12th " "
Lieutenant G. E. Thomas	13th " "
Lieutenant C. A. Collier	26th " "
Lieutenant F. W. McL. Atkins	20th " "

In Guzerattee.

Lieutenant W. Scott	13th Regt. N. I.
Ensign A. A. L. Bowles	2nd Eur. Regt. L. I.
Cornet R. C. Kennedy	2nd Regt. Lt. Cav.
Ensign W. G. G. Cumming	17th Regt. N. I.

Bombay Castle, 29th November 1853.

No. 704 of 1853.—John Ling, an Out-Pensioner of Chelsea Hospital, has been permitted to reside and receive his Pension at Poona.

No. 705 of 1853.—The Honorable the Court of Directors have authorised the discharge of Gunner Samuel Jamieson, No. 2355, of the 1st Battalion of Artillery, from the Honorable Company's Service, and that he be provided with the usual passage to Europe at the Company's expense.

No. 706 of 1853.—The following Native promotions are made:—

2nd Belooch Battalion.

Date of Rank.

Jemedar Emaum Shah to be Subedar, and Havildar Goolum Nubbee to be Jemedar, in succession to Mahomed Jaffier, deceased	19th October 1853.
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2nd Regiment Scinde Irregular Horse.

Date of Rank.

Jemedar Bahadoor Khan to be Naib Russuldar, and Kote Duffedar Shaik Torey to be } 7th Nov. 1853.
 Jemedar, in succession to Kallia Khan, resigned.

No. 707 of 1853.—An Order by Major General W. Staveley, C.B., dated Poona, the 10th October 1853, making over the Command of the Poona Division of the Army to Brigadier B. Trydell, Commanding Poona Brigade, the next Senior Officer, on the departure of the Major General to Madras, is confirmed.

Bombay Castle, 30th November 1853.

No. 708 of 1853.—The following Orders are confirmed :—

By Major Stather, dated Baroda, the 31st October 1853, appointing Ensign Lewis to act as Quarter Master and Interpreter to the 1st Grenadier Regiment N. I. during the indisposition of Lieutenant Gordon, or until further orders.

By Major Jacob, dated Kolapore, the 8th November 1853, appointing Lieutenant Anderton to act as Adjutant to the six Companies of the 19th Regiment N. I. during their separation from the Head Quarters of the Corps, proceeding to Poona; also to act as Staff Officer at Kolapore.

By Brigadier G. J. Wilson, dated Deesa, the 3rd November 1853, directing Major Greathed, Her Majesty's 8th (the King's) Regiment of Foot, the next Senior Officer, to assume Command of the Deesa Field Brigade, from that date, consequent on the Brigadier's appointment to the Divisional Staff.

By Order of the Right Honorable the Governor in Council,
 C. J. ERSKINE,
Acting Secretary to Government.

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

Bombay Castle, 25th November 1853.

No. 187 of 1853.—Mr. T. C. Connolly, Purser, is allowed a furlough to Europe for three years, on Medical certificate.

Bombay Castle, 26th November 1853.

No. 188 of 1853.—The undermentioned Document will be forwarded to the Honorable the Court of Directors by the next Overland Mail :—

General Roll of Family Remittances of the Officers, Engineers, and Seamen of the Indian Navy, for the Quarter ending the 31st October 1853.

Bombay Castle, 28th November 1853.

No. 189 of 1853.—The following temporary arrangements are confirmed :—

By Commodore Sir Henry J. Lecke, K.H., Commander in Chief of the Indian Navy.

The Port Surgeon to afford Medical aid to the Officers and Crew of the "Ajdaha," from the 10th November 1853, vice Assistant Surgeon Mackenzie, absent with leave on private affairs for fourteen days.

Mr. Ingle, Acting Purser, of the "Semiramis," to be Acting Purser of the "Elphinstone," from the 1st November 1853, vice Mr. Graham, Purser, transferred to the "Semiramis," until further orders.

Bombay Castle, 29th November 1853.

No. 190 of 1853.—Mr. Edward Flynn, 2nd Class Naval-trained Engineer, is allowed leave of absence for two months from the 1st proximo, to proceed to Poona, on private affairs.

By Order of the Right Honorable the Governor in Council,
 C. J. ERSKINE,
Acting Secretary to Government.

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 26th November 1853.

The leave of absence granted to Major J. Tait, C.B., Commandant of the Southern Mahratta Irregular Horse, under date the 27th ultimo, is extended to the 30th instant.

Bombay Castle, 30th November 1853.

Captain R. Wallace assumed charge of the Rewa Kanta Agency on the 19th instant.

By Order of the Right Honorable the Governor in Council,
 A. MALET, *Chief Secretary.*

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JUDICIAL DEPARTMENT.

Bombay Castle, 24th November 1853.

The Honorable G. A. Hobart assumed charge of the duties of the Acting Assistant Judge and Session Judge of Ahmednuggur on the 15th instant.

*By Order of the Right Honorable the Governor in Council,
C. J. ERSKINE, Acting Secretary to Government.*

Bombay Castle, 26th November 1853.

Major G. Malcolm, Acting Superintendent of Police, Dharwar, is allowed leave of absence for one month, on private affairs.

*By Order of the Right Honorable the Governor in Council,
C. J. DAVIES, Deputy Secretary to Government.*

Bombay Castle, 28th November 1853.

Mr. C. H. Cameron, Assistant Judge and Session Judge of Ahmednuggur, is allowed an extension, for one month, under Section XII. of the Absentee Rules, of the leave of absence granted to him under date the 8th instant.

Bombay Castle, 29th November 1853.

Rao Bhadoor Abbajee Nannjee, Principal Sudder Ameen of Dhoolia, is allowed leave of absence for a month and a half, on private affairs.

Bombay Castle, 30th November 1853.

The unexpired portion of the leave of absence granted to Mr. P. W. LeGeyt, Judge and Session Judge of Poona, and Agent for Sirdars in the Deccan, on the 21st ultimo, is cancelled, at his request.

Mr. J. Gibbs, Acting Senior Assistant Judge and Session Judge of Surat, for the detached Station of Broach, is allowed leave of absence, under Sect. XII. of the Absentee Rules, for fifteen days, to proceed to the Presidency, on urgent private affairs, from the 3rd proximo.

Captain J. Rose, Officiating Western Bheel Agent, is appointed an Assistant Political Agent, under the provisions, and in order to carry out the objects, of Act XI. of 1846, which exempts a portion of the territory in the province of Candesh from the operation of the Regulations.

Mr. Manackjee Cursetjee, Acting 3rd Judge of the Court of Small Causes, received charge of his office on the 15th instant.

*By Order of the Right Honorable the Governor in Council,
C. J. ERSKINE, Acting Secretary to Government.*

TERRITORIAL DEPARTMENT,

REVENUE.

Bombay Castle, 30th November 1853.

Mr. H. Liddell, Collector of Surat, has been permitted to proceed into the Districts of his Collectorate on duty, from the 15th instant.

Mr. J. L. Warden, Assistant to the Collector of Ahmednuggur, has been permitted to proceed into the Districts of Ankolla and Sungumnair, on duty, from the 3rd instant.

Mr. J. N. Rose, Acting Collector and Magistrate of Tanna, assumed charge of his duties on the 26th instant.

Mr. A. F. Bellasis, Collector and Magistrate of Hyderabad, in Scinde, assumed charge of his duties on the 17th instant.

Mr. A. F. Davidson, Superintendent of the Khandeish Revenue Survey, to be Deputy Collector and Deputy Magistrate in that Zillah, for purposes connected with the Survey.

Mr. A. Baker has been appointed Assistant Superintendent in the Revenue Survey Department, in the Khandeish Collectorate, from the 15th October 1853.

Mr. D. Young, Uncovenanted Assistant to the Superintendent of the Revenue Survey and Assessment in the Southern Mahratta Country, has been allowed an extension, to the 22nd October 1853, of the leave of absence for one month granted to him under date the 16th August 1853.

Mr. C. W. Richardson, Deputy Collector, Hyderabad, has been allowed an extension, to the 29th August 1853, of the leave of absence for one month granted to him on the 13th July 1853.

Mr. W. Turquand, Acting Sub-Collector of Nassick, has been permitted to proceed into the Districts of that Sub-Collectorate, from the 6th instant.

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

TERRITORIAL DEPARTMENT,

FINANCE.

Bombay Castle, 26th November 1853.

Assistant Surgeon W. Collum, Acting Assay Master, has been allowed leave of absence from the 3rd to the 25th proximo, under Section XI. of the Absentee Regulations, on private affairs.

*By Order of the Right Honorable the Governor in Council,
A. MALET, Chief Secretary.*

Bombay Castle, 30th November 1853.

Mr. H. E. Goldsmid, having returned to the Presidency, will resume charge of the Offices of Government Director of the Bank of Bombay, and of Member of the Mint Committee.

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

GENERAL DEPARTMENT.

Bombay Castle, 30th November 1853.

Lieutenant C. L. R. Glasford, of the 1st European Regiment, to be a Member of the Civil and Military Examination Committee at the Presidency.

Mr. J. W. Robertson, of the Civil Service, is allowed a further extension of leave, till the 17th instant, the date of his return to the Presidency.

Lieutenant Davidson, Assistant Civil Engineer in Khandeish, is allowed leave of absence, on private affairs, from the 1st to the 31st proximo, inclusive.

*By Order of the Right Honorable the Governor in Council,
C. J. ERSKINE, Acting Secretary to Government.*

Mr. H. E. Goldsmid, having returned to the Presidency, will resume charge of the Revenue and Financial Departments.

*By Order of the Right Honorable the Governor in Council,
A. MALET, Chief Secretary.*

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 29th November 1853.

The Reverend G. L. Fenton, Junior Chaplain of Poona, has been allowed leave of absence on private affairs, for one month, from the 19th proximo to the 18th January 1854.

The leave of absence granted to the Reverend G. Morison, Chaplain of Neemuch, on the 12th ultimo, is to have effect from the 1st instant.

Bombay Castle, 30th November 1853.

The leave of absence granted on the 28th September last to the Reverend C. Wodehouse, Assistant Chaplain at Hyderabad, is cancelled, and that gentleman is allowed one month's leave of absence, to remain in Bombay.

*By Order of the Right Honorable the Governor in Council,
C. J. ERSKINE, Acting Secretary to Government.*

GENERAL DEPARTMENT.

The undermentioned Gentlemen have passed an Examination in the Hindoostanee language :—

Mr. F. F. Arbuthnot, C. S.
Mr. J. G. White, C. S.

*By Order of the Right Hon'ble the Governor in Council,
C. J. ERSKINE,
Acting Secretary to Government.*

Bombay Castle, 29th November 1853.

GENERAL DEPARTMENT.

The undermentioned Gentlemen have passed an Examination in the Languages set opposite their respective names :—

Mr. W. Maidment, Clerk in the Military Board Office	Mahratta.
Mr. H. Parkinson	Mahratta.
Mr. E. Leckey, Clerk in the Military Board Office	Hindoostanee.
Mr. J. T. Brown, Clerk in the Military Auditor's Office	Mahratta.
Mr. J. C. Hall, Clerk in the Military Board Office	Mahratta.

*By Order of the Right Hon'ble the Governor in Council,
C. J. ERSKINE,
Acting Secretary to Government.*

Bombay Castle, 29th November 1853.

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

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

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

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

Bank of Bombay, 29th September 1853.

Notice.

All persons indebted to the ESTATE of the late SURGEON ELLIOTT, of the 15th Regiment N. I., or having any claims thereon, are requested to communicate the same without delay to Major H. S. WATKIN, 15th Regiment N. I., President of the Committee of Adjustment:

Bhoaj, 22nd November 1853.