



Bombay Government Gazette.

Vol. 23.]

Published by Authority.

[No. 50.

Three Rs. per Quarter.]

THURSDAY, 16TH DECEMBER 1853.

[Eight annas per copy.

NOTIFICATION.

Bombay Castle, 4th August 1851.

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 1852.

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.

Notice

Is hereby given, that verbal offers will be received at the Office of the Superintendent of Bazaars 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 Bazaars 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 consider 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 Bazaars, any day between the hours of 11 A. M. and 3 P. M., Sundays excepted.

W. GRAY, Lieutenant,
Superintendent of Bazaars.

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

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 contract, 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.

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

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

Is hereby given, that persons desirous of entering into Contracts for SUPPLYING such ARTICLES of PROVISIONS, COUNTRY MEDICINES, &c. embraced in the following Schedules, as may be required by the Commissariat Department for the use of the Troops and Departments at Ahmednugur, for the term of one year, viz. 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.
- No. 2, For Coffee and Sugar, as per muster.
- No. 3, For Tea, Green Hyson, 1st sort, and Green, 2nd sort; Black Pouchong, 1st sort, and Black, 2nd sort; for four months, from 1st January to 30th April 1854.
- No. 4, For Rice, Salt, and Wood, as per muster.
- No. 5, For Beer, Brandy, Wine, &c.
- No. 6, For Articles of Country Medicines and Hospital Provisions, &c.

2. Verbal offers for the contracts will be received at this Office on Saturday the 24th instant, 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 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 unexceptionable bonded securities, to the further amount as shown opposite each Schedule, which, together with the amount previously deposited, will be held as guarantee for the due fulfilment of their contracts:—

For List No.	Rs.	Deposit in Cash.	Rs.	Bonded Security.
No. 1	269	.....	1,076	.....
" No. 2	19	.....	76	.....
" No. 3	98	.....	392	.....
" No. 4	107	.....	428	.....
" No. 5	13	.....	52	.....
" No. 6	35	.....	140	.....

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 Commis-

sariat 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 contracts, 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. 5,386	5	0
No. 2	383	6	0
No. 3	1,956	3	8
No. 4	2,148	6	8
No. 5	265	15	1
No. 6	700	8	4

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

H. HOLLAND, Lieutenant,
Acting Depy. Assist. Commissary General.

Ahmednuggur, Commissariat Office,
7th December 1853.

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			
2½	Byculla	7 10	4 10	7 10	2 40	0 6 0	0 2 6	0 1 0
5½	Mahim Road	7 20	4 17	7 20	2 45	0 12 0	0 5 0	0 2 0
9½	Sion	7 35	4 30	7 35	3 5	1 4 0	0 8 3	0 2 6
16½	Bhandoop	8 0	4 55	8 0	3 30	2 2 0	0 14 3	0 4 3
20½	Tannah. Arrival	8 15	5 15	8 15	3 45	2 10 0	1 1 6	0 5 3

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			
3½	Bhandoop	9 30	6 20	9 30	5 45	0 8 0	0 3 3	0 1 0
11	Sion	9 55	6 45	9 55	6 10	1 8 0	0 10 0	0 3 0
15	Mahim Road	10 10	6 55	10 10	6 20	1 14 0	0 12 6	0 3 9
18½	Byculla	10 20	7 10	10 20	6 35	2 6 0	1 0 0	0 4 9
20½	Bombay Arrival	10 30	7 20	10 30	6 45	2 10 0	1 1 6	0 5 3

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			
2½	Byculla	7 55	5 30	7 55	3 10	0 6 0	0 2 6	0 1 0
5½	Mahim Road	8 5	5 40	8 5	3 20	0 12 0	0 5 0	0 2 0
8	Mahim Arrival	8 30	6 0	8 30	3 45	1 0 0	0 6 9	0 2 0

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			
2½	Mahim Road	9 25	6 45	9 25	6 5	0 6 0	0 2 6	0 1 0
5½	Byculla	9 35	6 55	9 35	6 15	0 12 0	0 5 0	0 2 0
8	Bombay Arrival	9 45	7 5	9 45	6 25	1 0 0	0 6 9	0 2 0

(By Order)

D. M. ROCHE, Traffic Manager.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 18th November 1853.

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

ACT No. XVI. OF 1853.

An Act for amending the Law of Special Appeals.

I. Act No. III. of 1843 is hereby repealed, except as to cases in which a petition for appeal shall have been presented before this Act shall come into operation.

II. If any application for a special appeal shall have been presented, and no order shall have been passed thereon before this Act shall come into operation, such application shall be heard and determined in the same manner as an appeal presented under this Act; and all the provisions of this Act shall extend to such application and to the hearing thereof, and to all subsequent proceedings thereon; and also to the hearing and determination of the appeal, if the same shall be admitted.

III. If any such application shall have been presented, and the appeal admitted before this Act shall come into operation, the appeal shall be heard and determined in the same manner as if this Act had not been passed, except that the Sudder Courts shall determine the appeal without reference to the points certified, and may call for or refer to any part of the proceedings which may be necessary, and that the provisions of Section X. of this Act shall extend to such appeals.

IV. A special appeal shall lie to the Sudder Courts in the several Presidencies of Fort William in Bengal, Fort St. George, and Bombay, from any decision passed on regular appeal in any of the Civil Courts subordinate to the said Sudder Courts respectively, on any of the following grounds, namely:

1st. On the ground that the decision hath failed to determine all material points in difference in the cause, or hath determined the same or any of them contrary to law, or usage having the force of law.

2nd. On the ground of a misconstruction of any document.

3rd. On the ground of any ambiguity in the decision affecting the merits.

4th. On the ground of any substantial error or defect in procedure, or in the investigation of the case, provided such error or defect be apparent on the record, and shall have produced, or be likely to have produced any error or defect in the decision of the case upon the merits. Provided always, that no such special appeal shall lie, nor shall any such decision be reversed, altered, or remanded by any of the said Sudder Courts, upon the ground that the decision of any question or fact is contrary to or not warranted by the evidence duly taken in the cause, or any probability deduced from the record.

V. *Clause 1.*—A petition of special appeal may be presented in the Sudder Court, or it may be presented in the Court in which the decision objected to was passed for transmission to the Sudder Court. In either case the petition must be presented within three months from the date of the decision appealed against, unless the petitioner can show just and reasonable cause to the satisfaction of the Sudder Court for not having presented it within such limited period.

Clause 2.—Every such petition of special appeal shall be accompanied by authenticated copies of the decree objected to and of the decree of the Court of original jurisdiction. If the appeal be presented in the Court in which the decree objected to was passed, such last mentioned Court shall forthwith forward the same to the Sudder Court with an endorsement thereon of the date on which it was presented, together with the copies of the decrees of the lower Courts by which it was accompanied.

Clause 3.—An application for an extension of the time for presenting a petition of special appeal may be made directly to the Sudder Court or through the intervention of the lower Court, at the option of the applicant.

VI. Every petition for a special appeal shall set forth concisely and under distinct heads the grounds of objection to the decision appealed, without any argument or narrative, and such grounds shall be numbered consecutively.

VII. *Clause 1.*—The Sudder Courts shall cause lists of the petitions which shall be presented for the admission of special appeals to be prepared weekly, and to be affixed in the Court houses of the said Sudder Courts respectively. The said lists shall set forth the dates on which such petitions are likely to be brought on for hearing, and the said Sudder Courts shall cause extracts from the said lists to be transmitted to the Courts in which the decisions on regular appeal were passed; such extracts shall be affixed in some conspicuous place in the last mentioned Courts, and extracts therefrom shall be transmitted by such Courts to the Courts in which the original suits were instituted, and such last mentioned extracts shall be affixed in some conspicuous place in the said last mentioned Courts. The time to be fixed by the Sudder Court for the hearing of any petition shall not be less than six weeks from the date of despatch of the extracts referring to the same from the Sudder Court. The date of the despatch of each extract shall be notified thereon.

Clause 2.—At any time within the period of one month from the date of the despatch of the extract referring to the appeal, or within such further time as the Sudder Court shall, for just and reasonable cause, allow for that purpose, the respondent may present a separate petition of special appeal in the Sudder Court upon any of the grounds upon which a special appeal will lie against any part of the decision of the lower Court not involved in the appeal of the opposite party, provided the respondent shall not previously have presented a special appeal in the cause. Such petition, however, shall not be inserted in any list to be prepared in pursuance of Clause 1, Sec. VII. of this Act.

Clause 3.—If the petition of appeal or the appeal of either party be dismissed, withdrawn, or rejected, the application for appeal or the appeal, as the case may be, of the other party, shall be heard alone, according to the provisions of this Act; otherwise all applications for special appeal and all admitted special appeals relating to the same decision shall respectively be heard together, unless the Sudder Court shall otherwise order in any case.

VIII. *Clause 1.*—It shall be lawful for one or more of the Judges of the said Sudder Courts, respectively, to hear applications for special appeals, duly presented as aforesaid, in the presence of the appellant or his pleader, and also of the respondent or his pleader, or such of them as shall attend, and it shall be competent for such Judge or Judges to call for and peruse any document forming a part of the record of the cause; or to order the amendment of the petition of special appeal forthwith, or within such time as he or they may order, not exceeding one month from the date of such order; or to make an order of reference to the Court which pronounced the decree appealed from for further information or explanation; or to pass an order for admitting the appeal for hearing or for rejecting the same; or, if it shall appear that the facts have not been sufficiently recorded, or that the case is otherwise so insufficient that the Sudder Court could not, if the appeal were admitted, pass a final decree thereon, but for no other cause, to issue an injunction, setting forth the errors, irregularities, or other defects in the decision appealed against, and remanding the same to the Court by which the same shall have been passed, in order that such decision may be reviewed by the last mentioned Court, and that such order or decree may be passed thereon, as shall be conformable to law. Provided always, that

no such remand shall be ordered as aforesaid, except upon grounds whereon a special appeal will lie under this Act. If any such application shall be heard by only two Judges, and they differ in opinion as to admitting the appeal for hearing, it shall be admitted.

Clause 2.—An order for admitting a special appeal for hearing shall specify, for the information of the Court, the grounds upon which it was admitted. But neither the Court nor the parties shall be confined to those grounds upon the hearing.

Clause 3.—If an order be passed for admitting the special appeal for hearing, the case shall be brought on to the file of the Court to be heard and determined in due course.

Clause 4.—If an order for rejecting a special appeal, or for remanding a case, be made by one Judge only, such order shall not be final, but it shall be laid before another Judge of the same Court, who shall hear the application for the appeal in the presence of the appellant or his pleader, and also of the respondent or his pleader, or such of them as shall attend. If the second Judge be of opinion that the appeal ought to be rejected, or the case remanded, he shall pass a final order to that effect; if he be of opinion that the appeal ought to be admitted, he shall pass an order for admitting the same, and the appeal shall thereupon be admitted, heard, and determined in due course, in the same manner as if it had been admitted in the first instance.

Clause 5.—A final order for remanding a case shall not be made without notice to the respondent to enable him to appear and be heard.

Clause 6.—Any Judge by whom an order for admitting a special appeal shall be made may certify that in his judgment the decision of the lower Court is manifestly erroneous upon any of the grounds upon which a special appeal will lie, and thereupon the appeal may be set down for hearing in a list to be called the list of certified special appeals. All cases entered in such list may be called up in due course for hearing and decision according to the provisions of this Act, without regard to the general list of special appeals pending in the Sudder Court.

Clause 7.—If an application for a special appeal be heard by a number of Judges sufficient according to the provisions of this Act to hear and determine the appeal, and it shall appear that the decision is manifestly erroneous, or that the case ought to be remanded, the appeal may be heard and determined forthwith, if the respondent or respondents be present or represented by a pleader or pleaders, otherwise the Court may order the case to be entered in the list of certified appeals, and the same shall be entered accordingly.

IX. Clause 1.—Every order for rejecting a special appeal shall state the reason for disallowing each of the grounds set forth in the petition, and every such order of rejection may be once reviewed by the Judge or Judges by whom the same was passed, or by any Judge or Judges sitting for or instead of him or them, if they or he shall think fit to review the same. Provided, that no such review shall be allowed unless application for the same be made within three months from the date of such order.

Clause 2.—If any such order be rescinded, or if the Judges who shall review the same shall be equally divided in opinion, the appeal shall be admitted, and the case brought on to the file of the Court, and heard and determined in due course.

Clause 3.—A petition for the review of such order shall be written on paper stamped with a Government stamp of the value of two Rupees a sheet.

X. Clause 1.—When any special appeal shall be admitted, the same shall be heard and determined by three or more of the Judges of the Sudder Court, and such hearing and determination shall be upon all the grounds whereon a special appeal will lie under this Act.

Clause 2.—The Sudder Court may at any time before or at the time of the hearing of any special appeal, or any application for a special appeal, allow either party to amend the grounds of objection set forth in his petition, or to add further grounds of objection thereto; or to urge and be heard by himself or his pleader in support of any objection not included in his petition, upon such terms and conditions as to postponement of the hearing, 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 set forth in his petition. But upon hearing the application, or determining the appeal, the Sudder Court shall not be confined to the grounds of objection set forth in the petition.

XI. The existing Laws and Regulations of the Presidencies of Bengal, Madras, and Bombay, relating to special appeals, shall continue in force in the said Presidencies respectively, so far as they are not inconsistent with, or repealed by, this Act,

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.

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 alienations 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:—

	<i>Rs. a. p.</i>
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 Catcherry 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 prevent 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 Draft of a proposed Act was read in Council for the first time on the 18th November 1853 :—

ACT No. — OF 1853.

An Act to amend Act No. V. of 1838 relating to the Bengal Bonded Warehouse Association.

Whereas the Bengal Bonded Warehouse Association are desirous that the provisions of Act No. V. of 1838 should be amended, and it appears reasonable that such amendment should be made, It is enacted as follows :

I. Sections XII., XIV., XXXII., and XXXVII. of the said Act are hereby repealed.

II. The business of the said Association shall be managed by six Directors, three of whom shall form a quorum.

III. The two Directors who are to go out of office by rotation in every year shall go out of office in the month of May, before the holding of the ordinary General Meeting of Proprietors directed to be held in that month, and that at such ordinary General Meeting two Directors shall be chosen, and the Directors so going out of office, or either of them, shall be capable of being re-elected in the same year at such General Meeting.

IV. No person shall be capable of being a Director of the said Association who shall not be a proprietor in his own right of five shares of the Capital Stock of the said Association.

V. Ordinary General Meetings of the said proprietors shall be held at least twice in every year, that is to say, on the second Wednesday in the month of May, and the second Wednesday in the month of November; and at every such ordinary Meeting the Directors of the said Association shall present a Report in writing of the state of the affairs of the said Association, and a balance sheet; and such General Meeting may declare a dividend out of the profits of the said Association, provided that no dividend shall be made which shall diminish the capital of the said Association.

VI. It shall be lawful for the said Association to make Bye-laws for the Regulation of its own proceedings, which Bye-laws shall be binding only on its own Members and Officers, provided that no such Bye-law shall be valid till it shall have been approved of by one extraordinary General Meeting of Proprietors specially convened for that purpose; provided also, that no such Bye-law shall be valid till it shall have been confirmed by the Governor of the Presidency of Fort William in Bengal.

VII. At any time after the 14th day of March 1860 it shall be lawful for the Governor General of India in Council, by an Order in Council, to direct that the said Association shall be dissolved at the expiration of five years from the date of such order, and such order shall of itself have the effect of dissolving the said corporation at the expiration of the said space of five years, except for the purposes mentioned in Section XXXIX. Act No. V. of 1838.

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 18th day of January 1854.

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 19th December 1853, for SUPPLYING by CONTRACT, for one year from 1st January to 31st December 1854, to the Commissariat Department at Belgaum, the following PROVISIONS, &c., separate lists of which, as below stated, and every information relating thereto, may be obtained at this Office daily (Sundays excepted), from 10 A. M. to 5 P. M. :—

- No. 1. For Bread and Biscuit.
- " 2. For Coffee and Sugar.
- " 3. For Firewood, Rice, and Salt.
- " 4. For Medical Comforts.
- " 5. For Liquor and Beer.
- " 6. For Country Medicines and Hospital Provisions.
- " 7. For Stationery.
- " 8. For Miscellaneous Articles.
- " 9. For Gram and Forage.
- " 10. For Hospital and Office Furniture,
- " 11. For Tin Ware.
- " 12. For Tinning Cooking Utensils.

Persons desirous of obtaining the contract will be required to bid a per-centage in Company's Rupees above or below the rates exhibited in the lists above adverted to, on the understanding that the articles supplied are to be of unexceptionable quality, and to be delivered free of all expense to the Corps or Departments requiring them, at such hour daily as may be appointed; the Rations to be produced daily at Gunfire at the European Barracks for the necessary inspection and approval; and the same are to be liable to examination and rejection by the Executive Commissariat Officer, or by a Committee of Officers appointed on the part of Government.

No person will be allowed to bid for the contract unless he previously deposits in this Office the sums exhibited opposite each of the following schedules, which sums will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract when required to do so, on their offers being accepted, in which latter case they must be prepared to give unexceptionable bonded security for the further amount as shown opposite each schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of their contracts :—

For List No.	Deposit in Cash.	Bonded Security.
1, Rs.	1121 0 0	Rs. 4485 0 0
" No. 2 "	63 0 0	" 252 0 0
" No. 3 "	204 0 0	" 816 0 0
" No. 4 "	20 0 0	" 80 0 0
" No. 5 "	303 0 0	" 1213 0 0
" No. 6 "	226 0 0	" 905 0 0
" No. 7 "	28 0 0	" 172 0 0
" No. 8 "	70 0 0	" 282 0 0
" No. 9 "	117 0 0	" 471 0 0
" No. 10 "	33 0 0	" 132 0 0
" No. 11 "	10 0 0	" 40 0 0
" No. 12 "	10 0 0	" 40 0 0

Contractors must comply immediately with all emergent demands, and meet others of less urgency within the period stated in the requisitions made upon them, or such articles shall be purchased by this Department at their risk and cost, if it be considered expedient to do so, and in all such cases 30 per cent. upon the amount of expenses incurred, or a fine of from Rupees 50 to 300, at the option of the Executive Commissariat

Officer, will be levied as 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 contractors or by this Department; in every such case also it is to be understood that the contract or contracts may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposits stated opposite each schedule will be forfeited to Government.

It is also to be understood that any negligence, evasion, or refusal on the part of the contractors to make supplies or obey orders, or any attempt on their part or that of their agents to pass off articles of an inferior quality in lieu of those they are bound to supply, or any neglect to deliver them at the time and place ordered, will subject them in every instance to be fined to the extent of twenty-five Rupees or upwards, 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.

Unless the requisite security bond is executed by a contractor within 15 days from the date of the acceptance of his offer, the deposit made on that account will be forfeited to Government, and the contract resold.

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 or contractors 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.

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

The contractors whose tender for the supply of Bread may be accepted of will be required to furnish the above provisions to all Regiments, Detachments, or Soldiers of the European Troops, and Sick in the line of march, or proceeding on Field Service.

No reason will be assigned for the rejection of any offer, and no offers will be received at this Office after the day and hour of the sale fixed in the Notice.

The Commissariat Warrant or Non-Commissioned Officer is to overlook and inspect daily the Bakery, to see that it is kept clean, and that all the stipulations of the contract, particularly as to the quality of the materials used, are properly observed.

W. GRAY, Lieutenant,

Sub-Assist. Commy. General, S. D. A.

Commissariat Office, S. D. A.,
Belgaum, 27th October 1853.

Notice is hereby given,

1st. That verbal Tenders for the exclusive privilege of SELLING COUNTRY LIQUOR to the Troops and Followers at this Station, under the usual

conditions, will be received at the Superintendent of Bazars' Office, Rajcote, at 11 o'clock A. M. on Monday the 2nd day of January 1854.

2nd. Sealed Tenders for the privilege above named will be received at the Commissary General's Office, Bombay, on the day above mentioned, between the hours of 11 A. M. and 2 P. M., after which no Tender will be received.

3rd. No Tender, sealed or verbal, will be received unless accompanied by a deposit of Rupees 100 (one hundred); and one month's amount to be deposited by the person making the highest Tender.

4th. Tenders to specify the amount to be given per mensem, for 12 months, to commence on the 1st February 1854, to expire on the 31st January 1855, both days inclusive.

5th. The Troops at present composing the Rajcote Brigade are as follows, viz:—

A Detachment of Golundauz:.....	37
Head Quarters 2nd Regiment Light Cavalry (3 Squadrons).....	484
18th Regiment N. I.....	839
Inhabitants of Camp.....	1825

6th. Only one Liquor Shop is permitted, and the Liquor to be sold at the rates below specified:—

Arrack, twelve Annas a Bottle, and Mowrah, eight Annas a Bottle.

7th. After a Tender has once been made, any attempt at evasion thereof will cause the forfeiture of the deposit money to Government.

8th. The present sum paid for this privilege is Rupees 280 per mensem.

9th. Any further information can be had by application to this Office.

H. BEALE, Lieutenant,
Superintendent of Military Bazars.

Superintendent Bazars' Office,
Camp, Rajcote, 24th November 1853.

જાહેર મથર આપના આવે છું.

૧ નેજાનીથી અમતીઆરી ગાનઠી દારૂ વેચવા શરૂ થીપાઈ તથા લયકરના લાકેને આ માતાનાં હુકમનાં કરારના મુજબ કનતરાટ લેએ રાજકોટના બંધાર માસ તરનાં હાકીયનાં તારીખ ર બંનેવારી શંને ૧૮૫૪ માં નવારને દીને સવારનાં ૧૧ કલાક.

૨ ખીડેલા ટેનડર ઊપર લખેલા અમતી આરી શરૂ લેવાનાં આવશ્ય હુકમનાં કાને શરી જનરલની હાકીયનાં ઊપર લખેલા દીને સવારના ૧૧ વાગતાથી તેમાંજના બે વાગતા શુધી તે ઊપર લેવાનાં આવશે નહીં.

૩ કાંઈનો ખીડેલા તથા નેજાનીનો ટેનડર લેવાનાં આવશે નહીં જાહીશુધીકે રૂપીઆ ૧૦૦ અનનત તથા ૧ નહીનાનો જુ મો અનાનત રામવા નાઈએ જ મથરનો ટેનડર વધારે થાએ તેને.

૪ ટેનડરનાં બેલવા નાઈએ જ પછે શા દેએ દર નહીને ૧૨ નહીના શુધીને શરૂ થાએ તારીખ ૧ શંબરવારી શંને ૧૮૫૪ થી તે તારીખ ૩૧ બંનેવારી શંને ૧૮૫૫ નાં બે દીન નહીને આમર થાએ.

૫ રાજકોટના ખીરગેટનો લયકર હાલ આ પરના રૂ ૫૧ ડીલ:અનેનટ ગોલનદાઈ ૩૭ તથા રાઈટ લીગ યકન રોજનોટ લાઈટ ૮ કવલરી ૩ ઈસકાદર ૪૮૪ તથા ૧૮ ની પલટણ ૮૩૯ તથા લયકરના રેવામી ૧૮૨૫.

૬ કુકત ૧ દારૂની ડુકાન રેવાનાં આવે તે દારૂ વચા નાઈએ નીચે લખેલાં ૧ પરનાં.

રેક દારૂ વાર આના બાટલી મવડા દારૂ આઠ આના બાટલી.

૭ ટેનડર લીધા પછે કાંઈ તકરાર તથા ઠકયાઈ નાકબુલાત નીકરએ તે ને કાંઈ અનાનત રૂપીઆ રાખેલા હુકમે તે શરૂ કરનાં હક વચાનાં આવશે.

૮ અમતીઆરી દારૂ વેચવા બાબત હાલ પછે આપણે રૂપીઆ ૨૮૦ દર નહીના શરૂ.

૯ ખીલ કાંઈ મથર એબાબત નાઈએ તે નહીનાં આવશે રાજકોટનાં બંધાર હાકીયનાં હુકમથી.

શુપરેનટેનડનટ બંધાર હાકીય

કાંપ રાજકોટ—તારીખ ૨૪

નવંબર શંને ૧૮૫૩.

H. BEALE, Lieutenant,
Superintendent of Military Bazars.

Notice

Is hereby given, that the Collector of Malabar will PURCHASE all such SALT, the produce of Bombay, or other places subordinate thereto, as may be required for the use of the undermentioned Gollahs, from 1st December 1853 to 31st January 1854, at the rates detailed below:—

Canannore, at Rs. 28 per garce of 120 Indian mds.			
Tellicherry, „	25 ditto	ditto	ditto.
Calicut, „	31 ditto	ditto	ditto.
Ponany, „	30 ditto	ditto	ditto.
Chowghaut, „	34 ditto	ditto	ditto.

It is further notified, that the Salt will be measured by Parrals (of one Indian maund) of the same capacity as the sample received from Bombay.

H. CONOLLY,
Collector of Malabar.

Malabar, Collector's Office,
Calicut, 26th November 1853.

જાહેરનાંતુ.

એહુવુંજે હુંબઈનાં અથવા હુંબઈનાં તાબાની જગાનાં પાકેલાં નોઠાંનાંતુ નીચે લખેલા ગાલામાર નેટહું નાઈએ તેટહું નોઠું નલયા રનાં કલેકટર માહેબ તારીખ ૧ ડીસેમ્બર શંને ૧૮૫૩ થી તે તારીખ ૩૧ ની બંનેવારી શંને ૧૮૫૪ શુધી નીચે લખેલા ભાવ પરનાંતુ વેચાહું લેએ.

कोना नोरनां १२० अंगुली मण
 ना ६२ गार मना ३ पीया २८ पर मां
 ताल येरी अंज २८ अंज
 कालीकोट अंज ३१ अंज
 पोनाली अंज ३१ अंज
 यो गि धाट अंज ३४ अंज
 पदी नुडेर कर वानां आवे ३२ नुं यं थो
 नमुना आया पर मां ६२ अंगुली मणना
 करायी भीडुं नापड *
 नियांणी
 अय. कानली,
 मलबार गे. कलेक्टर.

तारीख २६ नी माडे नवंबर
 शुं १८५३ धं याल मुकाम नल
 पार कलेक्टरनी कचेरी काली
 कोट.

A. RICHARDSON, Depy. Secy. to Govt.

जाहिरनामा.

ऐसाजे मुंबईत अथवा मुंबई ताब्यांतील जाग्यांत पिकलेले मि
 ठपिके खाली लिहिलेले गोब्याकरिता जितके पाहिजे तितके मिठ
 मलबारचे कलेक्टर साहेब तारीख १ माहे डिसेंबर सन
 १८५३ इसवी पासून तारीख ३१ माहे ज्यानेवारी सन १८५४
 इसवी पासून खाली लिहिलेले दरामाणे खरीद घेतील.

कानोनोर १२० बंगाली मणाचे दर गारसास रुपये २८ प्रमाणे.			
तालचरी किता	किता	२८	किता
कालीकोट किता	किता	३१	किता
पोनाली किता	किता	३१	किता
चीघाट किता	किता	३४	किता

आणखी जाहीरखबर दिव्ही जाते जे मुंबईहून नमुना आ
 त्याप्रमाणे दर बंगाली मणाचे फ्याने मिठ मापतील.

निशाणी

एच. कानली,
 मलबारचे कलेक्टर.

तारीख २६ नवंबर सन १८५३ इसवी मुकाम
 मलबार कलेक्टरची कचेरी कालीकोट.

A. RICHARDSON, Depy. Secy. to Govt.

Notice

Is hereby given, that tenders will be received at
 the Adawlut at Tanna, up to Monday the 19th
 instant, from persons desirous of contracting for
 the SUPPLY of PROVISIONS to the Criminal Prison-
 ers, about (500) five hundred, in the Town and
 Fort Jails at Tanna, from 1st January to 31st
 December 1854.

Particulars and conditions may be learnt on
 application at the above Office.

No reason will be assigned for the rejection of
 offers.

C. G. KEMBALL,
 Acting Assistant Session Judge,
 In Charge S. S.

Concan Court of Adawlut,
 Tanna, 5th December 1853.

जाहिरनामा.

विद्यमान चार्लस गर्डन केंवल साहेब अकॉर्डिंग अडिस्टेंट
 सेशन जज इंच्याजं जिल्हा कोकण यांजकोन.

सर्वीस कळविलें जातें ऐसीजे कसबा ठाणे येथील किले
 तुर्गीतील व गावांतील तुर्गीतील कौत्रदारी बंदिवान सुमारे ५००
 यांजला भातें म्हणजे जेवणाचें साहित्य तांदुळ वगैरे देण्याचा
 मत्ता इस्तकवील तारीख १ माहे जानेवारी सन १८५४
 तागाईत तारीख ३१ माहे डिसेंबर सन मजकूर पर्यंत बार
 माही दावयाचा आहे तो घेण्यास कोणी उमदवार असेल
 त्याणे ठाणे येथे अदालतीत तारीख १९ माहे डिसेंबर
 सन १८५३ सोमवार रोजी हाजर व्हांवें जा. विकस्त बेरीज
 कबूल करील त्यास मत्ता देण्यांत येईल.

सदरील मख्या बद्दल ठरावा संबंधी सर्व हकीकत लेंलाव
 समर्थी कळविली जाईल जर मख्या संबंधी कोणाचा अर्ज
 नामंजुर केला तर त्याचें कारण समजाविलें जाणार नाहीं
 जाणीजे तारीख ५ माहे डिसेंबर सन १८५३ इसवी.

C. G. KEMBALL,

Acting Assistant Session Judge,
 In Charge S. S.

Advertisement.

PASSAGE to LONDON is REQUIRED for (8) Eight
 Unfit Seamen of the Indian Navy.

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

Commodore's Office, Bombay,
 13th December 1853.

Notice.

Tenders will be received at the Office of the
 Commander in Chief Indian Navy, from per-
 sons willing to supply SHIP TONNAGE for the
 conveyance from Mangalore to Calcutta of about
 (484) four hundred and eighty-four Caudies of
 COIR, be the same more or less.

The Tenders must specify the rate per ton of
 four Caudies, or (2,240) two thousand two hun-
 dred 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 conform-
 ity 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,
 13th December 1853.

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.
James Bailey Watson.	Proprietor of the Oriental Hotel.	European....	Without the Fort, at Mazagon.	25th	Nov.	1853.
Atmaram Tribhoovundass.	A Metha in the service of Chandabhoy Allibhoy Hora.	Hindoo.....	Without the Fort, near Bhooleswar.	28th	"	"
Gunnesh Ramchunder Bhut.	A Native Schoolmaster	Hindoo.....	Without the Fort, in Caimatty Poora.	3rd	Dec.	"
James Sommers Down.	A Lieutenant Colonel in the Bombay Army.	European....	Lately in Bombay, at present in the Bombay Gaol.	7th	"	"
Narrayen Venayeck.	A Medical Subordinate employed under the Officer superintending Mortuary Returns for the Island of Bombay.	Hindoo.....	Without the Fort, in Wittulwaddy.	12th	"	"
James Longden Stevens.	A Lieutenant in the Indian Navy.	European....	Lately on board the H. C. R. S. " Hastings," in the Bombay Harbour, and at present in the Bombay Gaol.	"	"	"
Annundrao Gopall..	A Clerk in the Military Board Office.	Hindoo.....	Without the Fort, near the Trinity Chapel, on the New Sonapoor Road.	"	"	"

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.
James Sommers Down.....	1st Monday	January next	11 o'clock.
Govindrao Ramchunder.....	3rd Monday	Ditto	Ditto.
Ramjee bin Limbajee, Jewba bin Limbajee, and Mahadoo bin Limbajee..	Ditto	Ditto	Ditto.
Bomanjee Rustomjee.....	Ditto	Ditto	Ditto.
Jamall Khameessa.....	Ditto	Ditto	Ditto.
Narrayen Venayeck.....	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.

Dividends payable in the undermentioned Estates.

Cursondass Hunsraz, 3rd Monday in December instant, of 25 per cent.
 Arthur Byrne, ditto ditto, of 10 per cent.
 Tribhoovundass Laldass, ditto ditto, of 3½ per cent.

W. BROOKFIELD,
 Acting Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 13th day of December 1853.

નાંદાર દેવાદારોની કોરટ મધે.

બહુર ખાખર એ ઊપરથી આપવામાં આવે છે, જે વીગત થાય એની હેઠલ જે સખશોનાં નાંચો લખેલાં છે, તેઓએ મુંબઈની નાદાર દેણદાર લોકોનાં છુટકા કરનારી કોરટને અરજી આપી છે, કે વીક ટોરીઆના અગીઆરને વરસે જે ધારો બનાવી પચાર કરીએ છે, તેના એકવીસમાં ખાખ પરનાં લે કીરપા કરીને હમોને દાદને પોહાંઆડો.

નામ.	ધંધો.	ખત.	રેહુવાનું દેકાણું મુંબઈ મધે.	અરજીઓ દાખલ કરીઆની તારીખ.		
				દીવસ.	માસ.	વરસ.
જમશ બેલી વાટશન.	એરઅંટલ હોતેલનો માલિક . . .	ઇરોપી અન.	કાટખાહાર મજાનમાં.	૨૫ મે	નવંબર	૧૮૫૩
આતનારામ તીરભોવ નદાશ.	ચાંદાભાઈ અલીભાઈ હોરાની આકરમાં મેતો.	હીનડુ.	કાટખાહાર ભુલે શર આગલ.	૨૮ મે	"	"
ગણેશ રામચંદર ભટ.	ગાનઠી મેતાલ	હીનડુ.	કાટખાહાર કાના ટી પુરામાં.	૩ જુન	ડીસેમ્બર	"
જમશ શમરશ દાઊન.	મુંબઈના લશકરમાંનો લીફ્ટેનન્ટ કરનલ.	ઇરોપી અન.	થોડા દાહાડા ઊપર મુંબઈનાં હાલ મુંબઈનાં ટુરંગમાં.	૭ મે	"	"
નારાએણ વીનાએક.	દવાખાતામાંનો આકર તે મુંબઈ ટાપુના મરેલા માંણેશોનો હોયા ખતપાસનાર અનલદારના હાથનીએ આકરીમાં છે.	હીનડુ.	કાટખાહાર વીઠલ વાડીમાં.	૧૨ મે	"	"
જમશ લાંગડન ઈશ ટીવનશ.	ઇનડીઅન નેવી એટલે શરકારી વાંહાણ ખાતામાં લીફ્ટેનન્ટ.	ઇરોપી અન.	થોડા દાહાડા ઊપર મુંબઈ ઈંદરમાં શરકાર કંપનીનું બંધુ રએ હુ વાંહાણ નામે હોયટોગસ ઊપર ને હાલ મુંબઈના ટુરંગમાં.	૧૨ મે	"	"
આણંદરાવ ગોપાલ.	મીલેટરી ચોરડ હાકીશમાંનો લખનારો.	હીનડુ.	કાટખાહાર નવા શોનાપુરના રસતા ઊપર તીરની ટીના દેવલપાશે.	૧૨ મે	"	"

ઊપર લખેલા નાદાર દેવાદારોની અરજીઓનો ખાખતમાં શીરમતા પરનાં લે હુકમ થયા છે, કે ઊપર લખેલા ધારાનો શાતમી કલમ પરનાં લે નાદાર દેવાદાર મજકુરોની શયાવર તથા નંગમ મીલકત તથા મોન વશત આ નામદાર કોરટનાં આકીશીઆલ આશાએનીના તાખામાં આપે *

નીએ લખેલા દેણદારોની અરજીઓ શાંભલવાચાર ઠરાવેલા દીવસ *

નામ.	ખત.		
	દીવસ.	માસ.	કલાક.
જમશ શમરશ દાઊન	૧ લો	શોનવાર.	આવતો ખતેવા રી. ૧૧વાગતે
ગોવિંદરાવ રામચંદર	૩ જો	શોનવાર.	એન એન એન
રામજી ખીન લોંયાલ તથા જીવ્યા ખીન લોંયાલ તથા નાધુ ખીન લોંયાલ.	એન	એન	એન
ખમજી રમતજી	એન	એન	એન
ઇશનાલ ખમીશા	એન	એન	એન
નારાએણ વીનાએક	એન	એન	એન

આડા ઓપનાર લેણદારોને, થોડાનાં થોડા શાંભલવાના તણ દાહડા અગાઉ, શોગણનાં માથી શાખી ત કરેલા પોતાના દાવા ઉનારી આફીશનાં દાખલ કરવા નાઈએ, તથા શીરયતા પર માણિ ફી તેઓને આપવી નાઈએ. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલનીલકતની, રીપો ઉનારી આફીશનાં દાખલ કરાવી છે *

નીચે લખેલા ઇંચરેટનાં કાલા આપવાને ઠરાવીયા છે તેહુની વીગત.

નામ.	વખત.		રૂકડે રકા.
	દીવસ.	માસ.	
કરશનદાસ હંશરાજ.	૩ ના શેનવાર.	ચાલતા ડીસંબર માં	રકા ૨૫ નો.
આરથર પાએરન.	એલ	એલ	રકા ૧૦ નો.
તીરભાવનદાસ લાલદાસ.	એલ	એલ	રકા ૩૧ નો.

શ્રી મુંબઈના કોર્ટનધે, કોર્ટના કલારેકની આફીશનાં, લખી તારીખ ૧૩ મી ડીસેમ્બર ચને ૧૮૫૩.

૧. ૫૩૩કફીલડ,
કોર્ટનાં આક્ટોંગ કલારક ચહી.
(True Translation)

J. FLYNN, Second Translator.

Advertisement.

Tenders are hereby invited for the CONVEYANCE of (107) one hundred and seven Native Convicts to Penang, and of (1) one European Convict either to Calcutta, Madras, or direct to Western Australia.

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

Commodore's Office, Bombay,
13th December 1853.

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:—

		Weight.		Length.		Breadth.		Depth.	
		lbs.	oz.	ft.	in.	ft.	in.	ft.	in.
Box	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,
13th December 1853.

Notice

Is hereby given, that persons desirous of entering into a contract for SUPPLYING COLD DRAWN CASTOR OIL, of Country manufacture, to this

Department, for the term of one year from the 1st day of February 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 30th instant, 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 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 tender will be received unless accompanied by a deposit in cash of the sum of Rupees (32) thirty-two, which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract, whenever required to do so, on his tender being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (131) one hundred and thirty-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 demands, and meet others of less urgency within the periods stated in the requisitions made upon him, in failure whereof, or if

any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty per cent. upon the amount of expenses incurred, or a fine of from Rs. twenty-five to fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes such a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit of Rupees (32) thirty-two, mentioned in paragraph 3 of this Notice, will be forfeited to Government.

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

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

7. Any party whose tender is accepted will be required to produce his securities 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 tendered.

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

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

10. Any party who, after tendering for the contract, 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 produces a certificate from individuals of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his tender being accepted.

11. The annual outlay on the above contract is estimated at Rupees 658.

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

G. POPE, Major,
Deputy Commissary General.

Bombay, Depy. Commy. Genl.'s Office,
14th December 1853.

Notice.

To be sold by PUBLIC AUCTION, in the Dock Yard, on Thursday the 22nd December, at 2 o'clock P. M., a quantity of OLD IRON and SLAB PIECES, &c.

Condition of Sale.—The lots to be paid for on the spot when knocked down, and removed within two days from the date of sale.

F. WEMYSS, Captain,
Engineer to the Dock Yard.

Bombay, Dock Yard Engineer's Office,
10th December 1853.

आहेरनामु

अहेरुन गुगु दाहेडु तथा नंगली लाड
दांना अडददा पीगरे तथा २२ नी डीशंयर
शुंने १८५३ गरेजेने दीने पार जपर ये वा
गते गादीनां आहेर लीलांम करीने वअपा
नां आपये.

वआंएना करार.

दाणे लीधा अरेसे अवेन आपीने वआं
एनी तारीमथी ये दीपयनी अंदर काडाडी
दधे नवा.

नीशांणी

अंक. जवेनीश, कपतान,
गादीने धनजनीअर.

तारीम १० नी माहे डीशंयर
शुंने १८५३ धंशपी मुकांम
मुपधे गादीना धनजनीअ
रनी कचेरी.

A. RICHARDSON, Depy. Secy. to Govt.

जाहिरनामा

ऐसाजे जुने लोखंड व जंगली लाकडांची अवधळें वगैरे
तारीख २२ डिसेंबर सन १८५३ गुरुवारचे रोजी बारावर
दोन वाजतां गोदीत जाहिर लेलांव करून विकलें जाईल.

विकरीचा करार.

लाट घेतला म्हणजे ऐवज देउन विकरीचे तारिखे पासून
दोन दिवसांचे आंत काढून न्यावे.

निशाणी

एफ. वेमीस, कपतान,
गोदीचे इंजीनियर.

तारीख १० डिसेंबर सन १८५३ इसवी
मु॥ मुंबई गोदीचे इंजीनियरची कचेरी.

A. RICHARDSON, Depy. Secy. to Govt.

Notice.

Verbal tenders will be received at this Office, on Thursday the 22nd December, at 11 o'clock, from parties willing to supply DONGAREE QUARRY CUT STONES and KHANDKEES.

Further particulars may be learnt on application at this Office. A deposit of 10 per cent. will be required from parties tendering, to be forfeited in case of any evasion or delay in supplying the quantities as required.

F. WEMYSS, Captain,
Engineer to the Dock Yard.

Bombay, Dock Yard Engineer's Office,
10th December 1853.

ખાહરનાંચુ

એહુવુને હુંગરીની ખાણનાંનાં હુતાંડાં તથા માંડકી પુરા પાડવા વીચે ને લોકાંની પ્રુથી હમ્ને તેઆના મુખજવાની અરજી તારીખ ૨૨ ની માહે ડીસેમ્બર મેને ૧૮૫૩ ગરેજીને દીને અગીઆર વાગતે ગાદીના ઇનજીનીઅરનો કચેરીનાં શાંભલી લેશે.

બપર લખેલી કચેરીનાં પુછાથી બીજી કાંઈ પુછુતુ હમ્ને તે પણ માલુમ થાયે-ને લોકાં અરજ કરશે તેઆએ દર મેકડે ટકા ૧૦ પરનાંણે અવેલ અનાંનત રાખવે તે અરજ બપર લખાણુજય પુર પાડવા આનાકાની અથવા હીલ કરેથી સરકાર દામ લથાયે.

નોંધાણી

એક. બીવનીય, કપતાન,
ગાદીના ઇનજીનીઅર.

તારીખ ૧૦ ની માહે ડીસેમ્બર મેને ૧૮૫૩ ઇસવી હુકાંન મુજબ ગાદીના ઇનજીનીઅરનો કચેરી.

A. RICHARDSON, Depy. Secy. to Govt.

જાહિરનામા

એસાજે ઝેંગરાચે ખાણીતીલ દુતાડે વ ખાંડક્યા પુરે પાડ-પ્યાવિશીં વ્યા લોકાંની સુખી અસેલ વ્યાંચે મુખજવાની અર્જ તારીખ ૨૨ ડિસેમ્બર સન ૧૮૫૩ ગુરુવારચે રોજી અકરા વાજતાં ગોદીચે ડેંજીનિયરચે કચેરીંત એકૂન ઘેતીલ.

સદહુ કચેરીંત વિચ્યારિલે અસતાં આણખી કાંદીં પુસણે અસેલ તેહી માલુમ હોઈલ-જે લોક અર્જ કરતીલ ત્યાંની દર શંકડા ટકે ૧૦ પ્રમાણે એવજ અમાનત ટેવાવા તો એવજ સદહુ પુરે પાડપ્યાવિશીં ટાલાટાલ અથવા વિલંજ કેલ્યાસ સરકાર દાલલ હોઈલ.

નિશાણી

એફ. વેમીસ, કપતાન,
ગોદીચે ડેંજીનિયર.

તારીખ ૧૦ ડિસેમ્બર સન ૧૮૫૩ ઇસવી મુા મુવંઈ ગોદીચે ડેંજીનિયરચી કચેરી.

A. RICHARDSON, Depy. Secy. to Govt.

OPIMUM MEMORANDUM for the Week ending Tuesday, 13th December 1853.

YEARS.	PASSENGRANTED AND INDEXED			IMPORTED INTO BOMBAY			EXPORTED BY SEA			Balance unaccounted for.	Detail of Exports from 7th to 13th December 1853.
	Up to the 6th Dec-ember 1853.	From 7th to 13th Dec-ember 1853.	Total.	Up to the 6th Dec-ember 1853.	From 7th to 13th Dec-ember 1853.	Total.	Up to the 6th Dec-ember 1853.	From 7th to 13th Dec-ember 1853.	Total.		
For 1850-51. Chests	24,052	24,044 & 45 lbs.	48,096	24,052 & 45 lbs.	..	24,052	24,052	..	24,052	Per Steamer "Ganges", ..	OF THE SEASON 1851-52. Chests 14
" 1851-52. "	26,047	26,047	50,047	26,047	..	26,047	26,047	..	26,047	Per Steamer "Ganges", ..	OF THE SEASON 1852-53. " 40
" 1852-53. "	27,655	27,649	55,304	27,655	..	27,655	27,655	..	27,655	Per Steamer "Ganges", ..	OF THE SEASON 1853-54. " 138
" 1853-54. "	3,892	2,374	6,266	1	0.16	3,291	786	133	870	Per Steamer "Ganges", ..	" " 194
			4,029							Total	Total

H. YOUNG,
Opium Agent.
Bombay, Opium Agent's Office, 14th December 1853.

BANK OF BOMBAY.

At the Annual General Meeting of Proprietors of the Bank, held under Section XIII. of Act III. of 1840, on Monday the 12th instant, GEORGE WILLIAM CAMPBELL and WILLIAM H. GRAY, Esqs., were unanimously elected Directors, in room of F. Chapman, Esq., and Major Swanson, who retired by rotation on that day.

By Order of the Board of Directors,

J. STUART,
Secretary and Treasurer.

Bank of Bombay, 12th December 1853.

Notice

Is hereby given, that persons desirous of entering into a contract for supplying MEDICAL COMFORTS, &c. to this Department, for the term of one year from the 1st day of February 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 Saturday the 31st instant, 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 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 tender will be received unless accompanied by a deposit in cash of the sum of Rupees (80) eighty, 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 (321) three hundred and twenty-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 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 (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 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 (80) eighty, 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, 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 Honourable Company's Solicitor, within fifteen days from the date of the acceptance of his tender, or the contract will be re-sold. No reason will be stated for rejecting any security tendered.

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 so 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 tendering 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 tender being accepted.

11. The annual outlay on the above contract is estimated at Rupees 1607.

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

G. POPE, Major,
Deputy Commissary General.
Deputy Commissary General's Office,
Bombay, 14th December 1853.

POST OFFICE NOTICES.

The Mails for CEYLON, PENANG, SINGAPORE, CHINA, MAURITIUS, and the CAPE OF GOOD HOPE, per P. & O. Co.'s Steamer "GANGES," will be closed on SATURDAY the 17th instant, at 6 o'clock p. m.

The next Mail for AUSTRALIA, *via* Singapore, will be despatched about the 1st February next.

Bombay, General Post Office, 7th December 1853.

DUNCAN DAVIDSON,
Post Master General.

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 suitable 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.

Mails for RANGOON and MOULMEIN will be despatched per Steamer from Calcutta on the 6th and 19th, or, when those dates fall on Sundays, on the 5th and 18th of every month.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
6th December 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, Mazagon.

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.*

Notice

Is hereby given, that sealed tenders will be received at this Office, on Saturday next, the 17th instant, until 2 o'clock p. m. (any delivered after that hour will be rejected), for the SUPPLY of the undermentioned ARTICLE, viz:—

11,000 Yards Cloth, Canvas (Europe), common, of Nos. 1 to 4.

No tender will be received unless accompanied by a cash deposit of 10 per cent. on the value of the article tendered by the party, which will be forfeited in the event of refusal or delay in making the supply within the limited time.

The tenders must specify, both in words and figures, the rates at which the party or parties will undertake to make the supply, as also the period in which the article can be supplied to the Grand Arsenal.

The supply to be subject to examination, and rejection if not approved of by the Principal Commissary of Ordnance.

The tenders must be superscribed "Tender for Canvas (Europe), Common."

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

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

F. P. MIGNON, Lieut.,
For Deputy Commissary General.

*Bombay, Depy. Comm'y. Genl.'s Office,
14th December 1853.*

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 9th December 1853.

No. 723 of 1853.—The unexpired portion of the leave to the Neilgherries granted in G. G. O. No. 279, dated 21st April last, to Major G. Pope, Deputy Commissary General, is cancelled from the 29th ultimo, the date of that Officer's return to the Presidency.

No. 724 of 1853.—Lieutenant Colonel D. Davidson, of the 17th Regt. N. I., is allowed leave of absence for two years, to proceed to the Cape of Good Hope and Australia, on Medical certificate.

Bombay Castle, 10th December 1853.

No. 725 of 1853.—Serjeant James Rutherford, of the 1st Company 2nd Battalion Artillery, is allowed to purchase his discharge from the Honorable Company's Service, under the provisions of the Government General Order No. 543, of the 23rd September 1852.

No. 726 of 1853.—Commissariat Serjeant R. Wolfe is allowed to purchase his discharge from the Honorable Company's Service, under the provisions of the Government General Order No. 543, of the 23rd September 1852.

No. 727 of 1853.—The following Native promotions are made:—

10th Regiment N. I.

Date of Rank.

Jemedar Esmant Gheer to be Subedar, and Color Havildar Isree Sing to be Jemedar, in suc- }
cession to Muddaree Sing, deceased } 7th Nov. 1853.

1st Regiment Scinde Irregular Horse.

Naib Russuldar Shumshere Khan to be Russaidar, Jemedar Moostuffah Khan to be Naib }
Russuldar, and Kote Duffadar Rehim Bux to be Jemedar, in succession to Davie Sing, } 15th ditto.
deceased..... }

Bombay Castle, 12th December 1853.

No. 729 of 1853.—The Right Honorable the Governor in Council is pleased to republish the following General Order by the Most Noble the Governor General of India in Council, No. 924, dated Fort William, the 12th November 1853:—

The Most Noble the Governor General of India in Council is pleased to direct that the following paragraphs of a Military letter from the Honorable the Court of Directors to the Governor of Bengal, No. 114, dated 21st September 1853, be published in General Orders:—

Letter dated 3rd June 1853, No. 129.

Correspondence relative to the rate at which the Gratuity of Pay to the Widows and Children of Officers killed in Action should be paid.

of being wounded. The same Table is, as stated in our letter No. 23 of 1848, to regulate issue of Pay proper of the Regimental Rank of Officers who are entitled only to Pay, and not to Regimental Allowances. This does not apply to Officers who receive consolidated Allowances with Pay, which Allowances include Regimental Allowances.

39. In any respect in which the present communication alters the existing practice, the change is to be entirely prospective.

The Table No. 2 of Pay proper of European Commissioned Officers above referred to was published in General Orders by the Government of India No. 350, dated 21st November 1845, and is entered at page 124 D of the Code of Pay and Audit Regulations of 1849.

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

No. 730 of 1853.—Captain J. Worgan, of the Regiment of Artillery, is allowed a furlough to Europe for three years, on Medical certificate.

Bombay Castle, 13th December 1853.

No. 728 of 1853.—The following Orders are confirmed:—

By Major Ramsay, dated Belgaum, the 31st October 1853, appointing Captain Sandwith to act as Quarter Master and Interpreter to the 2nd Eur. Regt. L. I., during the absence of Lieutenant Griffiths on leave, or until further orders.

By Major Greathed, dated Deesa, the 6th November 1853, making over the Command of that Brigade to Lieutenant Colonel Hartley, Her Majesty's 8th (the King's) Regiment of Foot.

By Lieutenant Mark, dated Ahmednuggur, the 13th November 1853, appointing 2nd Lieutenant T. Graham to act as Adjutant to the 4th Battalion Artillery, from the 14th of that month, during the absence of the former Officer, directed to proceed to Poona to assume Command of the 5th Company 4th Battalion of Artillery during the indisposition of Lieutenant Kinlock.

By Major Jackson, C.B., dated Neemuch, the 12th April 1853, appointing Lieutenant Plomer to act as Adjutant to the 25th Regt. N. I., during the absence of Lieutenant Little on leave, or until further orders.

By Major Liddell, dated Poona, the 20th September 1853, appointing Lieutenant Shaw, of the 3rd Regt. N. I., to act as Interpreter to the 27th Regt. during the absence of Ensign Boulton on leave to Bombay.

By Lieutenant Colonel Troward, dated Dapoolie, the 21st November 1853, appointing Captain Baldwin to act as Adjutant to the Native Veteran Battalion during the absence of Lieutenant Tyrwhitt on leave, or until further orders.

No. 731 of 1853.—The undermentioned Documents will be forwarded to the Honorable the Court of Directors by the next Overland Mail :—

- 1st. General Roll, for the Quarter ending 31st October 1853, of Family Remittances of Commissioned Officers of Her Majesty's Forces serving under this Presidency, from the 10th Royal Hussars, 78th Highlanders, 86th, 64th, 83rd, and 8th Regiments of Foot.
- 2nd. General Roll on account of Passage Money from New South Wales of an Officer of Her Majesty's 83rd Regiment of Foot.
- 3rd. General Roll, for the Quarter ending 31st October 1853, of Family Remittances of Non-Commissioned Officers and Soldiers in Her Majesty's Forces serving under this Presidency, from the 8th Regiment, 10th Royal Hussars, 78th Highlanders, 86th, 64th, and 83rd Regiments of Foot.
- 4th. General Roll, for the Quarter ending 31st October 1853, of Effects and Credits of deceased Commissioned Officers in Her Majesty's Forces serving under this Presidency, from the 8th Regiment of Foot.
- 5th. General Roll of Effects and Credits of deceased Non-Commissioned Officers and Soldiers of Her Majesty's 8th Regiment, 10th Royal Hussars, 86th Regiment, 78th Highlanders, 83rd, and 64th Regiments of Foot.
- 6th. General Roll, for the Quarter ending 31st October 1853, of Remittances on account of Regimental Necessaries of Her Majesty's Regiments serving under this Presidency, from the 8th, 83rd, 64th, and 86th Regiments of Foot, 10th Royal Hussars, and 78th Highlanders.
- 7th. General Roll, for the Quarter ending 31st October 1853, of Remittances on account of Regimental Necessaries of the Honorable Company's Troops.
- 8th. General Roll, for the Quarter ending 31st October 1853, of Remittances of Commissioned and Warrant Officers of the Honorable Company's Service.
- 9th. General Roll, for the Quarter ending 31st October 1853, of Family Remittances of Non-Commissioned Officers and Privates of the Honorable Company's Regiments.

Bombay Castle, 14th December 1853.

No. 732 of 1853.—Assistant Apothecary Thomas Rourke is relieved from duty in the Indian Navy, and Assistant Apothecary T. Fernandes is transferred for duty in that branch of the Service, instead.

No. 733 of 1853.—The following promotion is made, consequent on the recent augmentation of the European Infantry of this Establishment :—

<i>Medical Establishment.</i>	<i>Date of Rank.</i>
Senior Assistant Surgeon G. J. Shaw, M.D., to be Surgeon	15th November 1853.

By Order of the Right Honorable the Governor in Council,
T. MAUGHAN, Lieutenant Colonel,
Secretary to Government.

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

Bombay Castle, 10th December 1853.

No. 194 of 1853.—With reference to Government General Order No. 38, of the 9th March last, Mr. Nock is confirmed in the situation of Conductor in the Indian Naval Storekeeper's Department.

Bombay Castle, 14th December 1853.

No. 195 of 1853.—Mr. F. Hora, Purser, is allowed a furlough to Europe for three years, on Medical certificate.

No. 196 of 1853.—Assistant Apothecary Thomas Rourke is relieved from duty in the Indian Navy, and Assistant Apothecary T. Fernandes is transferred for duty in that branch of the Service, instead.

By Order of the Right Honorable the Governor in Council,
T. MAUGHAN, Lieutenant Colonel,
Secretary to Government.

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 8th December 1853.

Lieutenant Colonel W. Lang, Political Agent in Kattcewar, delivered over charge of that office to Captain J. T. Barr, on the 17th ultimo.

Lieutenant A. Y. Shortt, Acting Third Assistant to the Political Agent in Kattcewar, joined his appointment on the 19th ultimo.

JUDICIAL DEPARTMENT.

Bombay Castle, 8th December 1853.

Mr. C. J. Erskine is appointed Senior Assistant Judge and Session Judge of Surat, for the detached Station of Broach, but will continue to act as Secretary to Government in the Judicial and General Departments.

By Order of the Right Honorable the Governor in Council,

A. MALET, *Chief Secretary.*

Bombay Castle, 9th December 1853.

The following arrangements are ordered in the Subordinate Medical Department:—

First Grade Apprentice Venant Swamee, 1st Grenadiers, to be transferred to the Gaol Hospital, Rajkote.

Second Grade Apprentice Davee Sing, Civil Hospital, Kaira, to be transferred to the Gaol Hospital, Surat.

Bombay Castle, 12th December 1853.

Mr. J. Gibbs to act as Judicial Assistant to the Commissioner in Scinde, retaining his appointment of Assistant Judge and Session Judge of Surat.

Bombay Castle, 14th December 1853.

Azum Venaik Luximon, Hindoo Law Officer of the Poona Adawlut, to be Hindoo Law Officer of the Sudder Adawlut.

By Order of the Right Honorable the Governor in Council,

C. J. ERSKINE, *Acting Secretary to Government.*

JUDICIAL DEPARTMENT,

POLICE.

Bombay Castle, 12th December 1853.

The unexpired portion of the leave of absence from 5th November to 1st December, granted to Captain C. F. Grant, Superintendent of Police, Kaira, on Medical certificate, is cancelled from the 20th ultimo.

Lieutenant J. Harpur, Assistant Superintendent of Police, Tanna, is allowed leave of absence for ten days, under Section XI. of the Absentee Rules, to proceed to the Presidency, on private affairs.

Major G. Malcolm received charge of his appointment, as Acting Superintendent of Police in the Dharwar Collectorate, on the 7th ultimo.

Mr. C. J. Davies received charge of the office of Deputy Secretary to Government in the Police Branch of the Judicial Department, from Captain R. Wallace, on the 14th ultimo.

Bombay Castle, 14th December 1853.

Lieutenant A. Bell, Assistant Superintendent of Police, Nassick, resumed charge of his duties on the 3rd instant.

By Order of the Right Honorable the Governor in Council,

C. J. DAVIES, *Deputy Secretary to Government.*

TERRITORIAL DEPARTMENT,

REVENUE.

Bombay Castle, 13th December 1853.

Mr. L. Reid, First Assistant to the Collector and Magistrate of Surat, has been allowed leave of absence for one month from the 1st instant, under Section XI. of the Absentee Regulations, to proceed to Bombay and Ahmedabad, on private affairs.

Bombay Castle, 14th December 1853.

Lieutenant J. Jerome, Her Majesty's 86th Regiment, to be Supernumerary Assistant to the Superintendent of the Guzerat Revenue Survey and Assessment.

Lieutenant M. Baumgartner, Her Majesty's 83rd Regiment, to be Supernumerary Assistant to the Superintendent of the Revenue Survey and Assessment, Khandeish.

Lieutenant L. Pelly, 17th Regiment Native Infantry, to be a Deputy Collector in Scinde.

The appointment made under date 9th November 1853 of Mr. L. R. Ashburner as 1st Assistant to the Collector and Magistrate of Broach, is cancelled, and that gentleman is to act in the appointment during Mr. Turquand's absence, or until further orders.

Mr. W. J. Turquand to be 1st Assistant to the Collector and Magistrate of Broach, from the 9th November 1853, continuing to act as Sub-Collector of Nassick.

Mr. R. W. Lodwick to be Assistant to the Collector and Magistrate of Poona.

Mr. H. B. Lindsay to be Assistant to the Collector and Magistrate of Surat.

Mr. T. C. Hope to be Assistant to the Collector and Magistrate of Tanna.

Ensign A. A. L. Bowles, Assistant Superintendent Revenue Survey and Assessment, Guzerat, has been allowed an extension, to the 26th October 1853, of the leave of absence granted to him under date the 16th August last.

Captain T. R. Stewart, Collector and Magistrate of Shikarpoor, resumed charge of his duties on the 20th ultimo.

By Order of the Right Honorable the Governor in Council,

H. E. GOLDSMID, *Secretary to Government.*

GENERAL DEPARTMENT.

Bombay Castle, 13th December 1853.

Lieutenant C. R. Stainforth, 4th Regiment Madras Light Cavalry, has been appointed Post Master at Mhow, vice Lieutenant Millar.

Bombay Castle, 14th December 1853.

Mr. H. P. Malet has been elected a Member of the Board of Conservancy, vice Captain J. J. F. Cruickshank, resigned.

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

Mr. T. C. Hope, Civil Service.
Mr. H. B. Lindsay, Civil Service.
Lieutenant V. B. D. Carter, 12th Regiment N. I.

The Honorable the Court of Directors have permitted Mr. C. E. F. Tytler to return to his duty on the Civil Establishment of this Presidency.

Lieutenant Trevor, Second Class Assistant Superintendent of Roads, is allowed leave of absence for one month, from the 1st to the 31st proximo, to proceed to Bombay, on urgent private affairs.

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 14th December 1853.

The Reverend E. N. Dickenson, Assistant Chaplain, returned to his duty on this Establishment on the 2nd instant, with the permission of the Honorable the Court of Directors.

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

GENERAL DEPARTMENT.

Whereas it is provided by Act No. XXVI. of 1850 that whenever any application shall be made to the Government for putting the said Act in force in any Town or Suburb, notice thereof shall be given in the Government Gazette of the Presidency or place, and also by Proclamation within such Town or Suburb, setting forth the purposes of the application, and giving reasonable time for all Inhabitants of such Town or Suburb to declare themselves for or against the adoption of the said Act therein, for such purposes, or any of them; and whereas application has been made to the Government that the said Act No. XXVI. of 1850 may be put in force within the Town of Ghorabarree, for the purpose of making better provision for making, repairing, cleaning roads, drains, and tanks, and for improving the said Town, and preventing any nuisances arising therein, Notice of the application aforesaid is hereby given, and all Inhabitants of the said Town of Ghorabarree are hereby informed that such of them as are minded to declare themselves for or against the adoption of Act No. XXVI. of 1850 in the Town of Ghorabarree, for the purposes described in the application aforesaid, or any of them, may declare themselves accordingly, before H. B. E. FRERE, Esq., Commissioner in Scinde, at any time during the usual Office hours, within two months from this date.

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

C. J. ERSKINE,
Acting Secretary to Government.
Bombay Castle, 14th December 1853.

TERRITORIAL DEPARTMENT,

REVENUE.

Ramajee Gunesh, 2nd Class Mamlutdar of Napar, to be 1st Class Mamlutdar of Neriad, in the Kaira Collectorate.

Anoopsee Moolchund, 2nd Class Mamlutdar of Matur, to be Mamlutdar of Napar.

Buldeo Bapoojee, 4th Class Mamlutdar of Kupperwunj, to be 3rd Class Mamlutdar of Matur.

E. G. FAWCETT,
Revenue Commissioner N. D.

Rev. Commr.'s Office, Tanna Districts,
Camp Bhowdy, 9th December 1853.

Notice.

With reference to the Notification of the 20th April 1852, regarding Fairs in Scinde, it is hereby notified that, in compliance with a very general wish expressed by the Merchants of Upper Scinde, the Fair in Upper Scinde will be held, this year, at Shikarpoor, instead of at Sukkur, as previously notified.

No change will take place in the date of opening the Fair, which will be, as before notified, the 1st January, (1st Rubbee-oos-Sanee A. H. 1270, 3rd Posh Shoodh 1910,) and the Fair will continue for forty-five days.

No change will take place in the Kurrachee Fair, which commenced on the date before notified, viz. the 1st of December, (29th Suffur 1270, 1st Margsheersh Shoodh 1910,) and will continue for sixty days.

H. B. E. FRERE,
Commissioner in Scinde.

8th December 1853.

Notice

Is hereby given, that after 15th March next (that is three months after this date) the latest copy of any of the following Books will be used as the Test at the Examination of all Candidates in the Vernacular Languages, either Civil, Military, Naval, Medical, or Uncovenanted:—

Marathee.

- Advice to Spendthrifts.
- England Delineated.
- Tales of a Traveller.
- The Knowledge Imparter, or Dnyan Bodak.
- Course of Reading.
- Dnyan Prusaruk (Monthly Magazine).
- History of Guzerat.
- Essay on the Evils of Debt.
- Life of Nana Furnavis.
- Money Matters.
- Natural Phenomena, in English and Marathee.

Guzerattee.

- Ball Shastree's Introduction to the History of India.
- History of British India.
- England Delineated.
- Juggut Mitra (Monthly Magazine).
- Juggut Premi (Monthly Magazine).
- Dnyan Prusaruk (Monthly Magazine).

Persian.

- Miratee Sekundaree.
- Tarikh-i-Perishta.
- Ahsunool-Akhbar and Tohfatul Akhyar.
- Ahsunool-Akhbar and Tohfatul Akhyar.
- Rose-Namah of Persia.

Hindoostanee.

- Tytler's General History.
- Agra Government Gazette.
- Akhbar Gwalior.

By Order of the Right Hon'ble the Governor in Council,
A. RICHARDSON,
Secy. Civil and Military Examination Committee.
Bombay Castle, 15th December 1853.

Notice.

Verbal offers will be received at this Office, at noon, precisely on Monday next, the 19th instant, for the SUPPLY of the undermentioned ARTICLES, and of such others as this Department may be required to supply during the intermediate period, viz:—

- 3 Tables, each 5 feet 2 inches in length, and 3 feet and 1 inch in breadth, required to be covered with good Blue Cloth and Dungaree.
- 3 Desks, Writing, each 2 feet 7 inches in length, and 1 foot 9 inches in breadth, required to be covered with good Blue Cloth and Dungaree.
- 1 Table, Writing, Office, 6 feet in length, and 3½ feet in breadth, required to be covered with good Blue Cloth and Dungaree,
- 10 Yards of Sheeting Cloth.
- 610 Yards Cloth, Canvas (Calicut).
- 9 Vices, Smith, Bench, small.
- 6 Chisels, Mortice, 1-inch.
- 20 Files, Bastard or Rough, square, large.
- 14 Files, Smooth or Polishing, do. do.
- 14 Do. do. do. round, do.
- 3 Chains, Measuring, Iron, 100 feet, with Arrows.
- 1 Plane Table, with Stand, complete.
- 1 Glass Dial.
- 20 Books Leaf Gold (Europe), 24 leaves in each book.
- 8 Yards Cloth, Chail, strong.
- 2 Cumberbands, Turkey Red.
- 2 Turbands, Red (Calicut), each 40 cubits long.
- 3 Water Closets (Europe), Patent.

- 10 Files, Smoothing or Polishing, small, safe edge.
- 12 Do. do. do. large, round.
- 12 Do. do. do. small, 3square, 8 inches.
- 12 Do. do. do. do. do. 3 do.
- 12 Do. do. do. do. do. round, 8 dē.
- 12 Do. do. do. do. do. do. 4 do.
- 18 Do., Saw, of sorts, 3¼ inches.
- 200 Yards Dungaree, double, washed.

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 Departments.

Musters may be seen, and all 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.

F. P. MIGNON, Lieut.,
For Deputy Commissary General.

Bombay, Depy. Commy. Gent.'s Office,
14th December 1853.

Notice

Is hereby given, that the Commander in Chief of the Indian Navy will be prepared to receive Tenders for COALS fit for STEAM PURPOSES, for the service of Government.

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

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

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

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

Form of Tender.

To the Commander in Chief of the Indian Navy.
SIR,

With reference to the Government Notification dated the 30th June 1852, we hereby tender for the

service of Government, Coals of the undermentioned descriptions, and at the price hereunto annexed:—

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

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

Bombay (date).

We are, &c.

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

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

Notice

Is hereby given, that verbal offers will be received at this Office, at 12 o'clock on Monday the 19th December 1853, for SUPPLYING by contract, commencing from the date of receipt at this Station of the Board's sanction to the tender up to the 30th April 1854, to the Commissariat Department at Belgaum, the following ARTICLES, viz:—

- Tea, Green Hyson, 1st sort,
- Do. do. 2nd sort,
- Do. Black, Pouchong, 1st sort,
- Do. do. 2nd sort,

required for issue to the European Troops and Hospitals. The market rates, and every other information relating thereto, may be obtained at this Office daily, Sundays excepted, from 10 A. M. to 4 P. M.

Persons desirous of obtaining the contract will be required to bid a per-centage in Co.'s Rupees above or below the rates shown in the Schedule, on the understanding that the article supplied is to be of unexceptionable quality, and to be delivered free of all expense to the Corps or Departments requiring them, at such hour daily as may be appointed. The Ration Tea to be produced daily at Gunfire at the European Barracks, for the necessary inspection and approval; and the same will be liable to examination and rejection by the Executive Commissariat Officer, or by a Committee of Officers appointed on the part of Government.

No person will be allowed to bid for the contract unless he previously deposits in this Office the sum of Co.'s Rupees 235, which will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract when required to do so, on his offers being accepted, in which latter case he must be prepared to give unexceptionable bonded security for the further amount of Co.'s Rupees 940, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of the contract in question.

It is further intimated, that the same course will be pursued in every particular in carrying out this contract as notified in the subsequent clauses of the Notice dated 27th October 1853, inviting

tenders for the supply of Provisions, &c. to this Department, relative to inflicting of fines, executing of contract bonds, recovering of retrenchments, &c. &c.

No reasons will be assigned for the rejection of any offer, and no offers will be received at this Office after the day and hour of the sale fixed in the Notice.

W. GRAY, Lieut.,

Sub-Assist. Commissary General, S. D. A.

Commy. Genl.'s Office, S. D. A.,
Belgaum, 7th December 1853.

Notice

Is hereby given, that persons desirous of entering into contracts for the SUPPLY of the ARTICLES embraced in the following Schedules, as may be required by the Commissariat Department at Kurrachee for all purposes, for the period of one year, to commence from 1st February next and terminate on the 31st January 1855, may, on application at this Office from 9½ A. M. to 4½ P. M. daily (Sundays excepted), obtain copies of the Schedules, and such information relating thereto as they may require:—

No.	Articles.	Estimated Annual Outlay.		Cash Deposit at 5 per Cent.		Bonded Security at 20 per Cent.	
		<i>Rs.</i>	<i>a. p.</i>	<i>Rs.</i>	<i>a. p.</i>	<i>Rs.</i>	<i>a. p.</i>
1	Bread, Biscuit, &c.	66,896	11 5	3,345	0 0	13,380	0 0
2	Coffee and Sugar.	11,214	0 9	561	0 0	2,243	0 0
3	Pine-wood, Rice, and Salt	13,306	4 6	665	0 0	2,661	0 0
4	Beer, Liquor, &c.	5,516	8 0	276	0 0	1,104	0 0
5	Hospital Clothing	8,731	14 5	437	0 0	1,748	0 0
6	Country Medicines & Hospital Provisions.	5,476	9 6	274	0 0	1,096	0 0
7	Stationery	733	14 8	37	0 0	148	0 0
8	Medical Comforts	488	7 1	24	0 0	97	0 0
9	Provisions	5,793	1 2	290	0 0	1,160	0 0
10	Grain and Forage	26,138	7 9	1,307	0 0	5,228	0 0
11	Hospital and Office Furniture	2,794	7 8	140	0 0	560	0 0
12	Miscellaneous Articles	7,473	2 7	374	0 0	1,496	0 0

2. Separate sealed tenders for the contracts will be received at this Office at noon precisely on Wednesday the 28th of December next, and will be opened in the presence of such parties as may be in attendance on the day and hour specified. No tenders can be received afterwards. Intending Contractors will be required to bid a per-centage above or below the prices exhibited in the above list at which the supplies will be made, on the understanding that the articles supplied are to be of unexceptionable quality, or of the sort usually supplied, and are to be delivered in the first instance at the Commissariat Stores if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the Executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the 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. Dealers willing to undertake the contract for Beer, Liquors, &c. will be required to send in two tenders for the same, viz. one on the usual terms, and the other on the condition of receiving back the empty Bottles not required for

the use of the Kurrachee Commissariat Department, at the following rates:—

Bottles, quart, empty, Rs. 0 14 0 per dozen.
Ditto Pint, do., „ 1 2 0 ditto.

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 above schedules, which sums will be forfeited in the event of delay, evasion, or refusal on the part of the contractors to execute the necessary deeds of contract whenever required to do so, on their offers being accepted, in which latter case they must be prepared to give unexceptionable bonded securities to the further amount as shown opposite each schedule, which, together with the amount previously deposited, will be held as guarantee for the due fulfilment of their contracts.

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

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

6. It is further to be understood, that the Contractors, or accredited agents on their part, approved of by the executive Commissariat Officer, are to attend at this Office during the usual hours of business before mentioned, also at such other time or place as may be indicated by the executive Commissariat Officer, when he may consider it desirable for the public service to require such attendance.

7. Parties desirous to undertake the contracts are required to submit with their tenders certificates from parties of unexceptionable character and sufficient means as their sureties for the amount specified opposite each schedule; but in

case any of the sureties are not approved, of, others to be immediately substituted, or otherwise the contracts will be resold at their risk and loss, and in that case the decision of the Commissary General is final.

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

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

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

11. It is to be distinctly understood that every detail of Troops proceeding from this to the interior, whose numerical strength exceeds (7) seven men, is to be accompanied by one or more Bakers, to provide fresh Bread on the line of march to the Soldiers, and which Bakers are to be provided by the Contractors, and the Bread to be supplied at separate rates, as indicated in the schedule.

12. In the event of any of the articles named in the schedules being required either larger or smaller, or of superior quality than the size and description specified, they are to be furnished without hesitation or demur, at rates increased or diminished (as the case may be) proportionally, such charges being passed on the receiving Officer's certificate.

13. Contractors must be prepared to furnish such supplies as may be occasionally required for Central and Upper Scinde, to be delivered into Stores here at their respective contract prices with this Department.

C. BIRDWOOD, Major,

Acting Assist. Commy. General, S. D.

Kurrachee, Commissariat Office,
29th October 1853.

MILITARY ARRIVALS AND DEPARTURES.

1853 ARRIVALS.

7th Dec.—Captain A. W. Lucas, Staff, from leave, from Ahmedabad.
8th „ Lieutenant J. H. S. Pierce, 24th Regt. N. I., on duty, from Sattara.
„ „ Captain E. Harvey, 10th Bengal Cavalry, from leave, from England.
„ „ Lieutenant D. Thomson, Engineers, to join, from England.
„ „ Captain H. E. D. Jones, 28th Regt. N. I., to join, from England.
„ „ Ensign A. Hawthorn, 9th Regt. N. I., to join, from England.
„ „ Cadet T. L. Fraser, Infantry, to join, from England.
„ „ Assistant Surgeon Shekleton, M.D., Medical Establishment, to join, from England.

8th Dec.—Lieutenant Colonel W. Brett, Artillery, to join, from England.
 " " Ensign Sandwith, 13th Regt. N. I., on duty, from Belgium.
 " " Captain D. J. St. Clair, 13th Regt. N. I., on leave, from Tanna.
 " " Lieutenant R. Mallaby, 13th Regt. N. I., on leave, from Tanna.
 9th " Captain A. E. Saunders, 2nd Eur. L. I., on duty, from Belgium.
 " " Ensign J. Carnegie, 5th Regt. N. L. I., on duty, from Belgium.
 " " Riding Master Dillou, 2nd Light Cavalry, on leave, from Jaunah.
 " " Lieutenant D. Hutcheon, 2nd E. L. I., on duty, from Belgium.
 10th " Ensign C. M. Ducat, 13th Regt. N. I., on duty, from Tanna.
 " " Captain Gordon, 38th Regt. M. N. I., on Medical certificate, from Kamptee.
 " " Lieutenant L. Pelly, 17th Regt. N. I., to join, from Mahabeshwar.
 " " Major Durand, Bengal Engineers, on leave.
 12th " Lieutenant F. G. Stewart, 9th Regt. N. I., on duty, from Belgium.
 " " Captain T. A. Cowper, 22nd Regt. N. I., on leave, from Poona.
 " " Lieutenant F. Scrivener, Superintendent Regimental Schools, on duty, from Poona.
 13th " Lieutenant B. K. Fimmimore, Artillery, on furlough, to Europe, from Kurrachee.
 14th " Lieutenant J. G. Hort, Marine Battalion, from leave, from the Deccan.

1853 DEPARTURES.

8th Dec.—Inspector General of Hospitals C. D. Straker, Medical Staff, on leave.
 " " Captain H. E. D. Jones, 28th Regt. N. I., to join, to Ahmedabad.
 9th " Lieutenant-Colonel Skinner, Staff, on duty, to Poona.
 " " Assistant Surgeon W. A. Shopherd, Medical Establishment, on duty, to Poona.
 " " Major H. Aston, Political Department, to join, to Rajkote.
 " " Captain D. J. St. Clair, 13th Regt. N. I., to join, to Tanna.
 10th " Major Fraser, Staff, to join, to Poona.
 " " Cadet Fraser, Infantry, on leave, to Poona.
 " " Lieutenant Miles, 3rd Eur. Regt., to join, to Poona.
 " " Lieutenant Colonel Willoughby, C.B., Staff, on leave, to Poona.
 " " Lieutenant W. S. Jones, 22nd Regt. N. I., on Medical certificate, to Malligaum.
 11th " Lieutenant R. Mallaby, 13th Regt. N. I., to join, to Tanna.
 12th " Brevet Major Landon, 3rd Eur. Regt., to join, to Poona.
 14th " Lieutenant Playfair, Madras Artillery, on Medical certificate, to Europe.
 " " Assistant Surgeon J. Pirie, Medical Establishment, on duty, to Aden.
 " " Lieutenant L. Pelly, 17th Regt. N. I., on duty, to Kurrachee.

Bombay, Town Major's Office,
 15th December 1853.

SHIPPING INTELLIGENCE.

1853 ARRIVALS.

5th Dec.—Steamer Lowjee Family, H. Fox, from Surat 4th instant.
Passengers—1 Gentleman; and 6 Natives.
 6th " Ship Hosannah, J. K. Downes, from Singapore 16th October.
 " " Barque Cassibelanus, John Armstrong, from Kurrachee 30th November.
Passengers—2 Discharged Soldiers.

6th Dec.—Barque Cressy, J. D. Bell, from Kurrachee 1st instant.
 " " Ship Burlington, H. Gamble, from Kurrachee 2nd instant.
Passengers—Mrs. Gamble, and Child.
 7th " H. C. Schooner Constance, Lieutenant R. A. Stradling, from Bushire 31st October.
Passengers—6 Natives; and 13 Slaves.
 8th " H. C. Steamer Acbar, Lieutenant W. Balfour, from Suez 22nd November.
Passengers—Miss Antonette, and 1 European Servant; Miss Louise, and 1 European Female Servant; Mrs. Selby; Lieutenant Colonel and Mrs. Brett; Mrs. Skinner; Miss Birch; Miss Elphinstone; Miss Leitner and European Female Servant; Mr. and Mrs. Barton; Mrs. Scott; Mrs. Price; Miss Ross; Mr. Winteringham; Mr. Baddington; Mr. Nasserwanjee Ardascer; Captain Jones; Mr. Shekleton; Mr. Hawthorne; Mr. Bennett; Captain Harvey; Mr. C. J. Hawkes; Mr. Fraser; Mr. Thompson; Mr. Kleinbonech; Mr. Kaufman; Mr. Vauttle; Padre Kaitan; Mrs. T. Saultzer, and Infant; Miss Saultzer; and Mr. D. Morrison. *Govt. Passengers*: Mr. Bell, Chief Mate; 2 Seacunnies, and 2 Madagascars, Distressed Seamen of the Ship Sir Geo. Anderson; Shaik Ali Katiff, of Bahrein, and 4 Followers; and Acbar Mahomed, a Karwas of H. H. the Pacla of Egypt.
 9th " Steamer Phlox, F. M. Ellis, from Surat 8th instant.
Passengers—65 Natives.

" " H. C. Steam-frigate Queen, J. W. Young, Esq., Commander, from Vingorla.
Passengers—4 Officers; 1 Lady, and Child; 221 Non-Commissioned Rank and File, 15 Women, 23 Children, 6 Public Followers, and 36 Private Followers; Miss Whittaker; and Ensign J. Carnegie, 5th Regt. N. L. I.
 12th " Steamer Victoria, C. Menesse, from Surat 11th instant.
Passengers—R. C. Walker, Esq.; and 68 Natives.
 13th " French Brig Daniel, — Bontemps, from Monte Video 15th September.

DEPARTURES.

6th Dec.—Ship Lord Auckland, G. Thompson, to London.
 " " Arab Brig Hamood, Nacodali, to Muscat.
 " " Steamer Victoria, C. Menesse, to Surat.
Passengers—100 Natives.
 " " H. C. Steam-frigate Queen, J. W. Young, Esq., Commander, to Vingorla.
 " " Ship Delhi, J. Martin, to Calcutta.
Passengers—2 Natives.
 " " Ship Violet, J. Gooding, to London.
 " " H. C. Brig Palinurus, Lieutenant Robinson, to Vingorla.
 " " Ship John Knox, P. P. Kelly, to Liverpool.
 " " Ship Jamsetjee Cursetjee, W. F. Withercombe, to Liverpool.
Passengers—Mr. and Mrs. Christian, and 3 Children; and Lieutenant Grierson, H. M.'s 8th Foot.
 " " Steamer Bombay, G. M. Boyts, to Kurrachee.
Passengers—H. B. E. Frere, Esq., Commissioner in Scinde; Lieutenant Aldersey; Mrs. P. W. Luard; a Gentleman; Captain Welman; Lieutenant Weaver; Ensign Fraser; 1 Assistant Surgeon; 2 European Rank and File, 2 Women, and Children; 5 Native Rank and File, 2 Women, and 10 Followers.
 " " Ship Bolton, W. Darby, to London.
 9th " Steamer Sir J. R. Carnac, J. Browne, to Surat.
Passengers—Captain Hext; Ensign Hamilton; Assistant Surgeon Martin; and 199 Natives.
 " " Steamer G. R. Clerk, J. Clark, to Surat.
Passengers—Major Aston; a European Lady; and 100 Natives.
 10th " Steamer Lowjee Family, H. Fox, to Surat.
Passengers—50 Natives.

11th Dec.—Ship Tara, C. G. Grant, to Liverpool.
 12th „ Steamer Phlox, P. M. Ellis, to Surat.
Passengers—Mr. Green; and 194 Natives.

A. K. CORFIELD,
 Senior Magistrate of Police.

Bombay, Police Office, 13th December 1853.

NOTICE.—Mr. WILLIAM FIELD is authorised to sign our Firm by Procuration.

ROGERS & Co.

7th December 1853.

NOTICE.—Mr. WILLIAM MOIR has been admitted a Partner in our Firm.

FINLAY, SCOTT & Co.

Bombay, 11th November 1853.

ORIENTAL BANK CORPORATION.

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

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

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

Bombay, 1st January 1853.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

BOMBAY AGENCY.

INTEREST ALLOWED.

On Deposits repayable on demand 2 per cent. per ann.

On do. do. { *in sum.* } at 3 month's notice 3 do.

On do. do. { *in sum.* } at 6 do. 4 do.

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

INTEREST AND DISCOUNT CHARGED.

On Government Bills 3 per cent. per ann.

„ Private Bills 7 „ „

„ Private Bills secured by Govt. Paper 6 „ „

„ Private Bills secured by Goods, &c. 7 „ „

Rebate on uncovered Bills is allowed at Government Bill rate only.

RATES OF EXCHANGE.

On London at 6 months' sight	2s. 0½d. per Rupee.
„ „ 3 „ „	2s. 0½d. „
„ „ 2 „ „	2s. 0d. „
„ „ 1 „ „	1s. 11½d. „
„ „ 1 day's „	1s. 11½d. „
On Scotland 1 „ „	1s. 11½d. „
On Ireland 1 „ „	1s. 11½d. „
European Notes payable throughout	1s. 11½d. „

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

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

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

COMMISSION.

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

Bombay, 14th Dec. 1853.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

14, Waterloo Place, and

70, King William Street, London.

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

DIRECTORS.

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

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

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

Manager.—A. R. IRVINE, Esq., 13, Waterloo Place.

AGENTS AT CALCUTTA.—Messrs. ALLAN, DEPRELL & Co.

„ AT MADRAS.—Messrs. AMALRIC & Co.

AT BOMBAY.

AGENTS.—Messrs. GREY & Co.

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

SOLICITOR.—J. JEFFERSON, Esq.

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

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

ANNUITIES granted—both *deferred* and *reversionary*.

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

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

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

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

GREY & Co., Agents, Bombay.