



Bombay Government Gazette.

Vol. 25.]

Published by Authority.

[No. 10.]

Three Rs. per Quarter.]

THURSDAY, 8th MARCH 1855.

[Eight annas per copy.]

NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

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

Bombay Castle, 18th January 1832.

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

The Bombay Government Gazettes furnished by Government to public 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.

PROCLAMATION.

BOMBAY TO WIT.—By virtue of a Precept to me directed, I hereby proclaim and give notice, that the SESSION of Oyer and TERMINER, and GENERAL GAOL DELIVERY, will be holden before the Supreme Court of Judicature at Bombay, at the Court House, on Monday the 19th day of March next, at 11 o'clock in the forenoon, for the trial of all Treasons, Murders, and other Felonies, Perjuries, Trespasses, and other Crimes and Misdemeanors, had, done, or committed within the Town and Island of Bombay, and the Limits thereof, and the Factories subordinate thereto; and also to inquire, hear, and determine, in like manner, all Treasons, Murders, Felonies, Forgeries, Perjuries, Crimes, Extortions, Misdemeanors, Trespasses, Wrongs, Oppressions, had, done, or committed by any of Her Majesty's British Subjects in any of the Territories which now are subject to, or dependent upon the said Government of Bombay, or within any of the Dominions of the Native Princes of India in alliance with the said Government.

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

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

And I hereby give notice to all Justices of the Peace, Coroners, Escheators, and also all Chief Constables and Bailiffs of the Town and Island of Bombay and the Limits thereof, that they be then and there in their own persons, with their Rolls, Records, Indictments, and other Remembrances, to do those things which to their offices in that behalf appertain to be done.—Dated this 28th day of February 1855, and in the Eighteenth year of the Reign of Her Majesty Queen Victoria.

H. E. LEEKE,
Sheriff.

Notice

Is hereby given, that sealed tenders will be received by the Acting Deputy Commissary General for the CONVEYANCE to LONDON of—

50 Boxes of Military Stores, about 8½ tons by measurement, consigned to the Honorable the Court of Directors, East India House, London.
20 Tierces of Salt Provisions, the tonnage of which is about 3½ tons.

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

Further particulars may be learnt on application at this Office, from 10 A.M. to 5 P.M. daily, Sundays excepted.

J. B. RAMSAY, Major,
Acting Depy. Commy. General.

Bombay, Depy. Commy. Genl's Office,
5th December 1854.

For Sale

AT THE

BOMBAY EDUCATION SOCIETY'S PRESS.

Jameson's Code of 1850, bound	Rs. 12
" " Appendix No. I. (1852), in wrapper	3
" " Appendix No. II. (1854), bound	3
Rules for Guidance of Courts Martial (1854), bound	3
Forms for Courts Martial, a complete Set, stitched	1

Also a few Copies of

New Postal Act (No. XVII. of 1854), with Rules for Management of Post Office Department (corrected edition), and District Post Rules, stitched	1
--	---

Notice

Is hereby given, that contracts for the exclusive privilege of SELLING the following ARTICLES in the Otway Cantonment, near Surat, will be sold by PUBLIC OUTCRY on Friday the 30th March 1855, at 12 A. M.; sealed tenders will also be received at the Commissary General's Office, Bombay, at the above-mentioned hour and date:—

For selling Country Liquor and Toddy.

For selling Opium, Ganjah, Bhang, &c.

2. Bidders are to state the amount in Company's Rupees to be given per mensem for twelve months, commencing from 1st May 1855 to 30th April 1856.

3. The Troops composing the Surat Garrison are as follows:—

	Strength.
Regiment N. I.	498
Detachment of Artillery. .	36
Followers	170

Total 704

If any alteration takes place before the day fixed for the sale of the contracts, they are to be entered into for the number of Native Troops actually present on that day.

4. No person will be allowed to bid who does not deposit Rupees two hundred (200) for the contract for the Country Liquor and Toddy, and Rs. ten (10) for that of Drugs, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed of contract, should his offer be accepted; in which case he will be required to complete a sum equal to one month's amount of the contract. This amount will be retained as security for the due fulfilment of the agreement, for which two unexceptionable securities must also be furnished by the contractors.

5. Payments of the amount of each contract must be made in advance on the 20th of each month.

6. The Liquor Contractor will be required to defray the expenses of a preventive Police, when it may be found necessary by the Officer Commanding the Station, for preventing the clandestine sale of Spirits to European Troops.

7. Detachments of 500 men and upwards moving or stationed within the Command are to be supplied with Liquor and Drug shops by the contractors, and if the Detachments move from the Division, these shops are to remain until replaced by others from the Division they enter.

8. The amounts to be paid for the contracts shall not be increased or decreased as Troops arrive at or depart from the Station, unless the number of arrival or departure exceed one-fourth of the number of Sepoys specified in the contract, in which case the amount payable shall be increased or decreased as a Committee of Officers may determine.

9. The contractors must remain always with the Bazar Department.

10. No remission will be allowed to the contractors for any scarcity which may occur during the existence of the contracts, and no reason will be assigned for the rejection of any offer.

11. No Liquor or Toddy is to be sold to the townspeople during the Mohurruam or Hooly festivals.

12. In the event of any breach of contracts, or of a contractor being found to have any dealings, direct or indirect, with any person whom Government may declare unworthy of being dealt with in the management of the contract, the contract may be put an end to, and in such case the money advanced shall be forfeited to Government.

13. One (1) anna per gallon will be levied on Country Liquor in the Sudder Distillery on account of the Municipal Fund Committee, for the benefit of the roads in the town of Surat, in addition to the regular monthly payments above alluded to.

14. Further particulars will be made known to any person or persons on application at this Office from 10 A. M. till 4 P. M. daily, Sundays excepted.

C. R. BAUGH, Captain,

Superintendent of Bazars at Surat.

Superintendent of Bazars' Office,
Surat, 22nd February 1855.

જાહેર ખબર.

આપવામાં આવે છે કે સુરતની પાસે અધવાની કાંપમાં નીચે લખેલી જનસોના ગુતા તારીખ ૩૦ મી માર્ચ સને ૧૮૫૫ ને વાર શુક્રને રોજ અપોરના ૧૨ વાગે તે હજાર કરવામાં આવશે તથા ખીડલાં માગણી પત્ર ઉપર લખેલા દિવસ તથા વખતે મુંબઈની કમીસરી જનશલ સાહેબની આજ્ઞામાં પણ લેવામાં આવશે.

દાર તથા તાડી વેચવાનો પટો.

અશ્રીમ ગાંધી ભાંગ વીગેરે વેચવાનો પટો.

૨. તારીખ ૧ લી મેએ સને ૧૮૫૫ થી તે તારીખ ૩૦ મી એપ્રિલ સને ૧૮૫૬ સુધી માસ ૧૨ બારની મુદત શુધી દર માસ એકે કુંપની સીકાના રિપિઆ ભરવા હેતુએ તે રકમની માગણી કરી.

૩. શુરતનાં પલટન ખાતાનાં માણસો નીચે પ્રમાણે છે.

આદેશી પલટનવાલા. ૪૯૮

ગોલ્ડનદાન વાલા. ૩૬

કાંપ તથા બજારના રેહનારા વીગેરે. ૧૭૦

કુલે. ૭૦૪

પણ કદાસ પટા વેચવાના ફરજલા દિવસ પેહલાં કાંઈકેર અદલી થાએ તો તે તારીખે જેટલાં માણસ હાજર હેતુએ તેટલાં માણસને વાસ્તે પટો આપવામાં આવશે.

૪. દાર તથા તાડી સાઈ રા. ૨૦૦ બસો તથા વસાણુને સાઈ રા. ૧૦ દસ હરેક માગણી કરનારે અનામત મેલેઆ

સીવાએ માંગણી કરવા દેવામાં આવશે નહીં અને જે માસુલી પદ લખી આપવા નામાં ફેરે વાર લગોડે અથવા આનાંકાની ફેરે તો તે અનામત મેલેલી રકમ પાછી મલશે તહીં ને અગર તેહની માંગણી કજીલ રાખવામાં આવશે તો એક મહિનાનાં ભરણા જેટલી રકમ હરેક ગુતા સાથે તેહવા પદની શરત બજવાને વાસ્તે અનામત રાખવામાં આવશે ને વલી ૨ એ માતબર જમીનો ગુતાવાલાઓએ આપવા જોઈએ.

૫. હર મહિને તારીખ ૨૦ મી ને રોજ પેશગી ભરણુ હરેક ગુતાનુ કરું જોઈએ.

૬. અસથલના મુખતાર સાહેબને ઇમ્મોગ દેખાએ કે લરાકરી ગોરામાણુસોને ચેરીથી દારૂ વેચાતો અટકાવાસાથે પોલીસના માણુસો રાખવા જોઈએ તો તેહનો ખરચ દારૂના ગુતા વલાએ આપવો પડશે.

૭. ૫૦૦ પાંચસો માણુસની ટુકડી અને તે કરતાં વધારે ક્રમાંડીંગ સાહેબના હુકમની હદમાં આવે અથવા જાએ તો તેહને વાસ્તે દારૂ તથા વસાણાનાં ગુતાવાલાઓએ ટુકડાનો આપવી અને ટુકડીઓ પ્રાંતમાં આવે જાએ તો તેહની ટુકડાનો તેહની સાથે રહે પણુ જે પ્રાંતમાં તે લોક દાખલ થાએ તાંદાંથી બદલી થતાં મુઠી રહેવું જોઈએ.

૮. ભરણાની રકમ લરાકરી લોક આવે અથવા જાએ તો વધવા અથવા ઘટવાની નહીં પણુ જેટલી લરાકરી માણુસોની સંખ્યા પદમાં લખેલી હોએ તેહનાં ચોથા ભાગ કરતા વધારે આવે અથવા જાએ તો જે પ્રમાણે વધારે અથવા ઘટ્યો સાહેબ લોકની કમીટી દારૂને તે પ્રમાણે મુજબે આપવા અથવા લેવામાં આવશે.

૯. ગુતાવાલાઓએ હમેશો બજાર ખાતાંની સાથે રહેવું જોઈએ.

૧૦. પદની યુદત મુઠીમાં કંઈ પણુ તંગી થાએ તેહને લીધે કંઈ પણુ માશી થવાની નથી અને જે માંગણી ૨૬ કરવામાં આવશે તેહનુ કારણુ કેહવામાં આવશે નહીં.

૧૧. દારૂ અથવા તાડી મોહરમ અથવા હોલીનાં તે હવારના દાદાડામાં સેહેરનાં માણુસોને વેચવું નહીં.

૧૨. જોઈપણુ પદની શરત તુરંમે અથવા એહેવું માલમ પડશે કે જે રાખસને સરકાર ગુતાનુ કામ ચલાવાને ના લા એક દારૂને તેહની સાથે જોડે અથવા છાંની રીતે ગુતાવાલા વેહવાર રાખે છે તો તે પદને મોકુફ કરવામાં આવશે ને એહેવા કાંમમાં જે રૂ પીયા પેસગી આપેલા હસે તે રાકાર દાખલ થશે.

૧૩. દર મહીને ઉપર લખ્યા પ્રમાણે ભરણુ કરવું પડે તે ઉપરાંત મુરત સેહેરનાં રસ્તાની મુધરાઈ સાથે મીડની સીપાલ ફંડ કમીટીની તરફથી સદર ફંડમાં દારૂ ઉપર ફીઈદર ગીઆલન એક આનો એક લેવામાં આવશે.

૧૪. બિજા ખુલાસા આ કારખાનામાં અરજ કરેથી જોઈપણુ સખસ અથવા સખસોને રવીવાર સિવાએ હર રોજ સવારના ૧૦ વાગેથી તે પાછલાપોહરનાં ૪ વાગતાં મુધી ખતાવામાં આવશે.

મુરતના બજાર માસ્તર સાહેબની અંતરે સહી.

બજારમાસ્તર સાહેબની આફીસ મુકામ મુરત,

તારીખ ૨૨ ફેબ્રુઆરી સને ૧૮૫૫.

C. R. BAUGH, Captain,
Superintendent of Bazars at Surat.

Notice

Is hereby given, that sealed tenders will be received by the Acting Deputy Commissary General for the CONVEYANCE TO CALCUTTA of the following BENGAL ESTABLISHMENT:—

1 Hospital Apprentice.

1 Dresser.

The name of the vessel on which it is proposed to convey the above detail is to be inserted in the tender.

Further particulars may be learnt on application at this Office from 10 A. M. to 5 P. M. daily, Sundays excepted.

J. B. RAMSAY, Major,

Acting Deputy Commissary General.

Bombay, Depy. Commys. Gentl's Office,
26th February 1855.

Notice

Is hereby given, that persons desirous of entering into contracts for supplying such ARTICLES of PROVISIONS, &c. embraced in the following Schedules, as may be required by the Commissariat Department at Hyderabad in Scinde, from the date a tender may be accepted up to 31st January 1856, may, on application at this Office, from 11 A. M. to 5 P. M. daily (Sundays excepted), obtain copies of the Schedules, or List of prices, and such information relating thereto as they may require:—

- No. 1. For Bread, Biscuit, &c. for Troops, Hospitals, &c. in Garrison, and during the line of march by land and sea.
- No. 2. For Fresh Meat, &c. for Troops and Hospitals in Garrison, and during the line of march by land and sea.
- No. 3. For Rice, Salt, and Wood.
- No. 4. For Coffee and Sugar.
- No. 5. For Liquor (Brandy, Gin, &c.)
- No. 6. For Medical Comforts.
- No. 7. For Country Medicines and Hospital Provisions.
- No. 8. For Hospital Clothing.
- No. 9. For Hospital and Office Furniture.
- No. 10. For Stationery.
- No. 11. For Provisions, &c.
- No. 12. For Miscellaneous Articles.
- No. 13. For Bhoosa, Kurbee, and Straw.
- No. 14. For Tin Ware.
- No. 15. For Tinning Cooking Utensils.
- No. 16. For Puckleaulie Bullocks, with Drivers, complete, for Troops, &c. in Garrison, and for marching by land.
- No. 17. For Barley, Gram, and Mutt.

2. Sealed tenders for the contracts will be received at this Office, on Friday the 23rd March 1855, at 12 o'clock A. M. precisely, distinctly specifying, both in words and figures, 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 are to be delivered, in the first instance, at the Commissariat Stores at Hyderabad in Scinde, if required, and afterwards to the indenting Department, 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.

3. It is to be clearly understood, that such of the articles specified in the Schedules as form part of the Rations for European Soldiers, or Hospital Diet, are to be supplied under the rules laid down in G. G. O. No. 613 of the 10th October 1853, and No. 33 of the 11th January 1854, copies of which may be seen at this Office.

4. No person will be allowed to submit his tender for any contract unless he previously deposits in this Office, in cash, the sum exhibited opposite the Schedule referring thereto, which will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount shown opposite each Schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

For List No.	Co.'s Rs.	Deposit before submitting Tender.	Bonded Security on acceptance of any Offer.
No. 1	1,045	654	2,614
No. 2		433	1,733
No. 3		270	1,079
No. 4		60	242
No. 5		13	51
No. 6		55	220
No. 7		64	257
No. 8		69	275
No. 9		34	137
No. 10		662	2,647
No. 11		206	823
No. 12		177	709
No. 13		2	9
No. 14		4	16
No. 15		120	480
No. 16		283	1,131
No. 17			

5. 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 (30) per cent. upon the amount of expenses incurred, or a fine of Rupees fifty (50), 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 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 mentioned in para. 4 of this Notice will be forfeited to Government.

6. 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 in-

stance, to be fined to the extent of Rupees twenty-five (25), 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.

7. 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.

8. Any party whose offer is accepted will be required to produce the sureties for the approval of the Civil or Cantonment Authorities, as may be necessary, within fifteen days from the date of the acceptance of his offer, or the contract will be resold. No reason will be stated for rejecting any security offered.

9. 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 appears, to the satisfaction of the Commissary General, that the delay was unavoidable.

10. 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.

11. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 8 of this Notice, will be interdicted from tendering on future occasions, unless he produces a document from some person or persons of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.

12. The annual outlay on the above contracts is estimated as follows, viz:—

No. 1	Rupees	20,903	11	2
No. 2		13,070	13	3
No. 3		8,665	2	8
No. 4		5,393	6	6
No. 5		1,208	11	0
No. 6		253	5	4
No. 7		1,098	1	0
No. 8		1,283	15	2
No. 9		1,374	6	0
No. 10		683	10	0
No. 11		13,235	0	3
No. 12		4,117	12	11
No. 13		3,547	6	9
No. 14		45	14	0
No. 15		80	8	0
No. 16		2,400	0	0
No. 17		5,657	2	3

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

H. MOORE, Ensign,
In Charge Commissariat Department.
Hydrabad, Commissariat Office,
1st November 1854.

Legislative Council.

2nd February 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General on the 2nd February 1855, and is hereby promulgated for general information:—

ACT No. I. OF 1855.

An Act for providing for the exercise of certain Powers by the Governor General during his absence from the Council of India.

Whereas the Governor General in Council has declared that it is expedient that the Governor General should visit the Neilgherry Hills in the Presidency of Fort St. George, and other parts of India, unaccompanied by any Member of the Council of India, It is enacted as follows:—

I. During the absence of the Governor General from the Council of India, it shall be lawful for the Governor General alone to exercise all the powers which might be exercised by the Governor General in Council, in every case in which the said Governor General may think it expedient to exercise those powers.

II. This Act shall commence from the day on which it shall be notified, by an order published in the official *Gazette*, that the Governor General has quitted Calcutta for the purpose of so proceeding as aforesaid, and shall not continue in force for a longer period than one year.

W. MORGAN,
Clerk of the Council.

Legislative Council.

2nd February 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 2nd February 1855, and is hereby promulgated for general information:—

ACT No. II. OF 1855.

An Act for the further Improvement of the Law of Evidence.

Whereas it is expedient further to improve the Law of Evidence, It is enacted as follows:—

I. Act No. X. of 1835 is hereby repealed.

II. Within the territories in the possession and under the Government of the East India Company, all Courts of Justice and all persons having by law or consent of parties authority to take evidence shall take judicial notice of all Regulations and Ordinances made before or on the 22nd day of April 1834 by the Governor General in Council of the Presidency of Fort William in Bengal, by the Governor in Council of the Presidency of Fort St. George, or by the Governor in Council of the Presidency of Bombay, and having the force of law in any part of the said territories, and of all Laws and Regulations heretofore made by the Governor General of India in Council, and of this Act, and of all Acts and Regulations heretofore made, or hereafter to be made by the Governor General of India in Council, constituted for the purpose of making Laws and Regulations, whether the same be of a public or of a private nature.

III. All Courts and persons aforesaid shall take judicial notice of all public Acts of Parliament and of all local and personal Acts declared by Parliament to be public and to be judicially noticed, and shall admit as *prima facie* evidence of any

What shall be *prima facie* proof of a private Act.

IV. Every Court shall take judicial notice of its own Members and Officers respectively, and of their deputies and subordinate Officers or Assistants, and also of all Officers acting in execution of its process, and of all Advocates, Attornies, Proctors, Vakeels, Pleaders, and other persons authorised by Law to act before it.

V. All Courts and persons aforesaid shall take judicial notice of the names, titles, and authorities of the persons filling for the time being any one of the following offices in any part of the said territories:—Governor General, Governor, Lieutenant Governor or Deputy Governor, Secretary or Under-Secretary to Government, Commander-in-Chief, Bishop, Member of Council, Legislative Councillor, Judge of any of Her Majesty's Courts or of any Sudder Court or of any Court of Judicature hereafter to be constituted in the said territories, or to in which the powers of any of Her Majesty's Supreme Courts may be transferred or vested.

VI. All such Courts and persons aforesaid shall take judicial notice of all divisions of time, of the geographical divisions of the world, of the territories under the dominion of the British Crown, of the commencement, continuation, and termination of hostilities between the British Crown and any other State, and also of the existence, title, and national flag of every Sovereign or State recognized by the British Crown. In all the above cases, such Court or person may resort for its aid to appropriate books or documents of reference.

VII. Any *Government Gazette* of any Country, Colony, or dependency under the dominion of the British Crown, may be proved by the bare production thereof before any of the Courts or persons aforesaid.

VIII. All Proclamations, Acts of State, whether Legislative or Executive, nominations, appointments, and other official communications of the Government appearing in any such *Gazette* may be proved by the production of such *Gazette*, and shall be *prima facie* proof of any fact of a public nature which they were intended to notify.

IX. Any recital contained in any Act of the Governor General of India in Council, constituted for the purpose of making Laws and Regulations hereafter to be passed of any fact of a public nature, shall be deemed, before all such Courts and persons, to be *prima facie* evidence of the truth of the fact recited.

X. The *Gazette* or Newspaper containing any advertisement purporting to be published by virtue of any public Statute, Act, Regulation, or Ordinance, or of any Rule or Order of a Court of Justice, or of any Board or Officer of Revenue, may be received by any such Courts or persons as aforesaid as *prima facie* evidence that such advertisement was published duly under the authority from which it purports to proceed.

XI. All Courts and persons aforesaid may, on matters of public History, Literature, Science, or Art, refer, for the purposes of evidence, to such published

Books, Maps, or Charts as such Courts or persons shall consider to be of authority on the subject to which they relate.

XII. Books printed or published under the authority of the Government of a Foreign Country, and purporting to contain the Statutes, Code, or other written Law of such Country, and also printed and published Books of reports of decisions of the Courts of such Country, and Books proved to be commonly admitted in such Courts as evidence of the Law of such Country, shall be admissible before any such Courts or persons aforesaid as evidence of the Law of such Foreign Country.

XIII. All Maps made under the authority of Government or of any public municipal body, and not made for the purpose of any litigated question, shall *prima facie* be deemed to be correct, and shall be admitted in evidence without further proof.

Persons incompetent to testify.

XIV. The following persons only shall be incompetent to testify:—

1. Children under seven years of age, who appear incapable of receiving just impressions of the facts respecting which they are examined, or of relating them truly.

2. Persons of unsound mind, who, at the time of their examination, appear incapable of receiving just impressions of the facts respecting which they are examined, or of relating them truly; and no person who is known to be of unsound mind shall be liable to be summoned as a witness, without the consent previously obtained of the Court.

Not to be summoned without leave of Court.

or person before whom his

XV. Any person who, by reason of immature age or want of religious belief, or who, by reason of defect of religious belief, ought not, in the opinion of such Court or person, to be admitted to give evidence on oath or solemn affirmation, shall be admitted to give evidence on a simple affirmation, declaring that he will speak the truth, the whole truth, and nothing but the truth.

XVI. The provisions in the last preceding Section as to witnesses shall apply to testimony given by affidavit or otherwise in writing, as well as to testimony orally delivered.

XVII. Any such witness wilfully giving false evidence shall be subject to be proceeded against in like manner, and to suffer, if convicted, the same punishment as if he had been sworn, and had committed wilful and corrupt perjury. The indictment or charge shall be varied so as to meet the case.

XVIII. No person shall, by reason of any interest in the result of any suit, or of any interest connected therewith, or by reason of relationship to any of the parties thereto, be incompetent to give evidence in such suit.

XIX. Any party to a civil suit or other proceeding of a civil nature shall be competent, and may be compelled to give evidence as a witness therein either on his own behalf or on behalf of any other party to the suit or proceeding, and also to produce any document in his possession or power, in the same manner as if he were not a party to the suit or proceeding. Provided that no Court or person

as aforesaid, other than Her Majesty's Supreme Courts of Judicature, shall compel the attendance of any party to such suit or proceeding, for the purpose of giving evidence therein, except under and subject to the rules prescribed in that behalf in Act XIX. of 1853.

XX. A husband or wife shall in every civil proceeding be competent to give evidence for or against each other. Provided that any communication made by husband or wife to the other

during their marriage shall be deemed a privileged communication and shall not be disclosed without the consent of the person making the same, unless such communication shall relate to a matter in dispute in a suit pending between such husband and wife.

XXI. A witness, whether a party or not, shall not be bound to produce any document relating to affairs of State, the production of which would be contrary to good policy, nor any document held by him for any other person who would not be bound to produce it if in his own possession.

XXII. A witness being a party to the suit shall not be bound to produce any document in his possession or power which is not relevant or material to the case of the party requiring its production, nor any confidential writing or correspondence which may have passed between him and any legal professional adviser. If any party, however, offer himself as a witness, he shall be bound to produce any such writing or correspondence in his custody, possession, or power, if relevant or material to the case of the party requiring its production.

XXIII. Every witness summoned to produce a document shall, if the same be in his custody, possession, or power, be bound to bring it, or cause it to be brought into Court, although there be a valid objection to the right of the party calling for it to compel its production or to the reading or putting it in as evidence, or to the disclosure of the contents thereof, the validity of any such objection made by the person producing the document shall be determined by the Court; and for the better determination thereof, it shall be lawful for the Court to receive any admissible evidence, which the person producing the document may give respecting it, and it shall also be lawful for the Court, except in the case of any document relating to affairs of State, to inspect the document, and, if necessary, to call to its assistance any person whom it may appoint to interpret the same. Such person, however, shall be previously sworn truly to interpret the same to the Court alone, and not to disclose the contents thereof except to the Court, unless the Court shall order the document to be given in evidence.

XXIV. A Barrister, Attorney, or Vakeel, shall not, without the consent of his client, disclose any communication made by the client to him in the course of his professional employment, nor any advice given by him professionally to his client, nor the contents of any document of his client, the knowledge of which he shall have acquired in the course of his professional employment. The privilege, however, is that of the client, and if any party to a suit shall give evidence therein, at his own instance, he shall be deemed thereby to have waived his privilege, and to have consented to the disclosure by such Barrister, Attorney, or Vakeel, of any matter as aforesaid, which may be relevant, and which the Barrister, Attorney, or Vakeel would have been bound to disclose, but for the

XXV. A witness summoned to produce a document must bring it into Court.

XXVI. Mode of determining objection to production.

XXVII. Document relating to affairs of State.

XXVIII. Professional communications.

XXIX. Privilege of the client.

Provido.

privilege of his client ; and the Barrister, Attorney, or Vakeel shall be bound upon examination to disclose any such matter.

XXV. Any person present in Court, whether a party or not, may be called upon and compelled by the Court to give evidence, and produce any document then and there in his actual possession, or in his power, in the same manner and subject to the same rules as if he had been summoned to attend and give evidence, or to produce such document, and may be punished in like manner for any refusal to obey the order of the Court.

XXVI. Any person, whether a party to the suit or not, may be summoned to produce a document without being summoned to give evidence, and any person summoned merely to produce a document shall be deemed to have complied with the summons, if he cause such document to be produced instead of attending personally to produce the same.

XXVII. The Rules of Evidence in Her Majesty's Supreme Courts as to matters of Ecclesiastical or Admiralty Civil Jurisdiction, shall be the same as they are on the Plea side of the said Courts.

XXVIII. Except in cases of treason, the direct evidence of one witness, who is entitled to full credit, shall be sufficient for proof of any fact in any such Court or before any such person.

But this provision shall not affect any rule or practice of any Court that requires corroborative evidence in support of the testimony of an accomplice or of a single witness in the case of perjury.

XXIX. Where dying declarations are evidence they shall be received, if it be proved that the deceased was, at the time of making the declaration, and then thought himself to be, in danger of approaching death, though he entertained, at the time of making it, hope of recovery.

XXX. The party at whose instance a witness is examined may, with the permission of such Court or person, cross-examine such witness, to test his veracity, in the same manner as if he had not been called at his instance, and may be allowed to show that the witness has varied from a previous statement made by him.

XXXI. In order to corroborate the testimony of a witness, any former statement made by such witness, relating to the same fact, at or about the time when the fact took place, or before any authority legally competent to investigate the fact, shall be admissible, and for that purpose a copy of any deposition or statement taken before any Court, Judge, Justice of the Peace, Magistrate, or person lawfully exercising the powers of a Magistrate, or before a Commissioner or Superintendent for the Suppression of Thuggee or Dacoity in the discharge of his duty, shall, if certified by such Court, Judge, or other Officer above-mentioned, under his hand or the Official Seal of the Court, or under the hand or Official Seal of such Judge, to be a true copy of such deposition or statement, without further proof, be received as *prima facie* evidence that such deposition or statement was made, and that it was made at the time and place, and under the circumstances, if any, which shall be stated in the certificate or on the face of the deposition or statement.

XXXII. A witness shall not be excused from answering any question relevant to the matter in issue in any suit or in any Civil

or Criminal proceeding, upon the ground that the answer to such question will criminate, or may tend, directly or indirectly, to criminate such witness, or that it will expose, or tend, directly or indirectly, to expose such witness to a penalty or forfeiture of any kind.

Provided, that no such answer, which a witness shall be compelled to give, shall, except for the purpose of punishing such person for wilfully giving false evidence upon such examination, subject him to any arrest or prosecution, or be used as evidence against such witness in any criminal proceeding.

XXXIII. A witness in any cause may be questioned as to whether he has been convicted of any felony or misdemeanor, and upon being so questioned, if he either denies the fact or refuses to answer, it shall be lawful for the opposite party to prove such conviction.

XXXIV. A witness may be cross-examined as to previous statements made by him in writing, or reduced into writing, relative to the subject matter of the cause, without such writing being shown to him ; but if it is intended to contradict such witness by the writing, his attention must, before such contradictory proof can be given, be called to those parts of the writing which are to be used for the purpose of so contradicting him. Provided always, that it shall be competent for the Judge, at any time during the trial, to require the production of the writing for his inspection, and he may thereupon make such use of it for the purposes of the trial as he shall think fit.

XXXV. An impression of a document made by a copying machine shall be taken without further proof to be a correct copy.

XXXVI. When an original document is out of the reach of the process of the Court, it shall be lawful for the Court, on application to it in any Civil suit or proceeding, and on notice to the opposite party at a reasonable time before the hearing, to make an order for the reception of secondary evidence of its execution and contents.

XXXVII. An attested document may be proved as if unattested, unless it be a document to the validity of which attestation is requisite.

XXXVIII. The admission of a party to an attested instrument of its execution by himself shall be as against him sufficient *prima facie* proof of such execution of it, though it be an instrument which is required by law to be attested.

XXXIX. Any entry or statement, which would be admissible in evidence after the death of the person who made it, on the ground of its having been made against the interest of the person making it or on the ground of its having been made in the ordinary course of business, shall be admissible, though the person who made it be not dead, if he is incapable of giving evidence by reason of his subsequent loss of understanding, or is at the time of the trial or hearing *bona fide* and permanently beyond the reach of the process of the Court, or cannot after diligent search be found.

XL. Any entry in any books proved to have been regularly kept in the course of business or in any public office, so far as such entry merely refers to and tends to

Persons present in Court to give evidence, &c. though not summoned.

Persons summoned to produce a document not bound to attend personally.

Rules of Evidence in Supreme Courts on Ecclesiastical and Admiralty sides.

Evidence of one witness sufficient proof.

Dying declarations when admissible.

Party allowed to cross-examine and discredit his own witness.

Former statement admissible to corroborate a witness.

Witness bound to answer incriminating questions.

Witness may be examined as to conviction for felony.

Cross-examination as to previous written statements.

Copy of a document made by a copying machine to be deemed correct.

Admission of secondary evidence where original document is out of the reach of process.

When attested document may be proved as if unattested.

Admission *prima facie* proof of an attested document.

Entry made against interest or in course of business when admissible in life-time of person making it.

Entry in course of business when admissible for purpose of identification.

identify by name, description, number, or otherwise, any Bank Notes or other Securities for the payment of money, or other property, and the payer-in or receiver of them, shall, in any case where such identification is necessary to be proved, be admissible in evidence for that limited purpose if it shall appear to have been made at or about the time of the transaction to which it relates, though the person who made it, or he on whose information it was made, is alive and capable of being produced as a witness.

XLI. Any receipt in writing, acknowledging the receipt of any money, valuable securities or goods, shall, on proof of the execution thereof, be admissible in evidence before such Court or person aforesaid, not only against the party giving it, but also against any person in whose favor such receipt would operate as a discharge, or to whom it would render the person giving it liable for the money, security, or goods acknowledged to have been received.

XLII. Whenever a receipt would be admissible under the preceding Section, if given by a principal, a receipt given by an agent or servant of such principal shall in like manner be evidence upon proof of the authority to give such receipt.

XLIII. Books proved to have been regularly kept in the course of business or in any public office shall be admissible as corroborative evidence, but not as independent proof of the facts stated therein.

XLIV. The following documents may be admitted as corroborative evidence:—
Certificates of shares, and of registration thereof, bills of lading, invoices, account sales, receipts usually given on the payment, deposit, or delivery of money, goods, securities, or other things, provided they be proved to have been given in the ordinary course of business.

XLV. A witness shall be allowed, before any such Court or person aforesaid, to refresh his memory by any writing made by himself or by any other person at the time when the fact occurred, or immediately afterwards, or at any other time when the fact was fresh in his memory, and he knew that the same was correctly stated in the writing. In such case the writing shall be produced and may be seen by the adverse party, who may, if he choose, cross-examine the witness upon it.

XLVI. Whenever a witness may refresh his memory by reference to any document, he may, with the permission of the Court, refer to a copy of such Court or person under the circumstances, be satisfied that there is sufficient reason for the non-production of the original.

XLVII. In cases of pedigree, the declarations of illegitimate members of the family, and also of persons who, though not related by blood or marriage to the family, were intimately acquainted with its members and state, shall be admissible in evidence after the death of the declarant, in the same manner and to the same extent as those of deceased members of the family.

XLVIII. On an inquiry whether a signature, writing, or seal is genuine, any undisputed signature, writing, or seal of the party, whose signature, writing, or seal is under dispute, may be compared with the disputed one though such signature, writing, or seal be on an instrument which is not evidence in the cause.

XLIX. Any Power of Attorney, which has been

Proof of Power of Attorney.

executed at a place distant more than 100 miles from the place wherein the action, suit, or proceeding is depending, may be proved by the production of it, without further proof, where it purports, on the face of it, to have been executed before, and authenticated by a Notary Public or any Court, Judge, Consul, or Magistrate.

L. Whenever it is proved that a Letter Book is kept, and that, according to the usual course of business, letters are copied into such book and dispatched, and the Letter Book is produced, and it is proved that the letter was dispatched according to the usual practice, to the best of the knowledge and belief of the witness, having reasonable ground for forming that belief, the Court may presume the dispatch of that letter according to the usual course of business.

LI. Any book proved to have been kept for marking the dispatch and receipt of letters, containing an entry of the dispatch of a letter, and an acknowledgment of the receipt of such letter, shall, on proof that such entry was made in the usual course of business, be *prima facie* evidence of the receipt of such letter.

LII. So much of Section VI. of Act XV. of 1852 as provides that every such application as therein mentioned shall be made before

issue joined in any such action, or twenty-one days before the trial or hearing of any other legal proceeding as therein mentioned, is hereby repealed.

LIII. The provision contained in the 16th Section of Act VI. of 1854, that affidavits of particular witnesses, or affidavits as to particular facts or circumstances, may, by consent of the parties, or by leave of the Court, obtained upon notice, be used in the hearing of any cause on the Equity side of the Supreme Courts, shall extend to all civil actions, suits, and proceedings on all sides of the Courts.

LIV. So much of the 17th Section of the same Act as provides that, upon the hearing of any motion, petition, or other proceeding in any of the said Supreme Courts, the Court may, upon the application of any of the parties thereto, or of its own accord, require and enforce the attendance and oral examination before itself of any witness or of any party to the suit, and may also require and enforce the production of any document or documents, and may direct the costs of the attendance and examination of such witness or party to be paid by such of the parties to the suit, or in such manner as it may think fit, shall extend to all civil actions, suits, and proceedings on all sides of the said Court.

LIV. The 33rd Section of the Act No. VI. of 1854, which applies only to proof of accounts on the Equity side of the said Supreme Courts, shall extend to and embrace all accounts directed to be taken on any side of the said Courts.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

LVI. Whenever, by any Statute or Act, Regulation or Ordinance now in force, or any Statute or Act to be hereafter in force, any certificate, certified copy, or other document, shall be receivable in evidence of any particular in any Court of Justice, the same, if it is substantially in the form, and purports to be executed in the manner directed by the Statute, Act, Regulation, or Ordinance which makes it evidence, shall be *prima facie* evidence, where it is rendered admissible, without proof of any seal, stamp, signature, character, or authority, which it is directed to have, or from which it is directed to proceed.

No new trial for rejection or improper reception of evidence.

Court before which such objection is raised, that, independently of the evidence objected to and admitted, there was sufficient evidence to justify the decision, or that, if the rejected evidence had been received, it ought not to have varied the decision.

LVIII. Nothing in this Act contained shall be so construed as to render inadmissible in any Court any evidence which, but for the passing of this Act, would have been admissible in such Court.

W. MORGAN,
Clerk of the Council.

Legislative Council.

2nd February 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 2nd of February 1855, and is hereby promulgated for general information :—

Act No. III. of 1855.

An Act for the better Prevention of Desertion from the Indian Navy.

Whereas it is expedient to amend and extend the laws in force for apprehending and detaining deserters from the Indian Navy and for punishing persons who aid and encourage such desertion, It is hereby enacted as follows :—

I. Article 4 of a Rule, Ordinance, and Regulation

Repeal of Article 4 of Bombay Rule, Ordinance, and Regulation of July 1820.

on the 11th day of July 1820, is hereby repealed in so far as it relates to Seamen of the Indian Navy.

II. Whoever, directly, or indirectly, instigates or procures any Officer, Seaman, or other person belonging to the Indian Navy to desert, or knowing that any Officer, Seaman, or other person belonging to the Indian Navy is about to desert, assists him in deserting; or knowing any Officer, Seaman, or other person belonging to the Indian Navy to be a deserter, harbours, conceals, or assists in concealing such deserter, shall for every such offence be liable to a fine not exceeding one thousand Rupees.

Penalty for instigating desertion from the Indian Navy, or concealing deserter.

III. If it shall appear that a deserter has been concealed on board any Merchant vessel, and that the Master or person in charge of such vessel for the time being, though ignorant of the fact of such concealment, might have known of the same but for some neglect of his duty as such Master or person, or for the want of proper discipline on board his vessel, such Master or person shall be liable to a fine not exceeding five hundred Rupees. Provided always that no conviction for such minor offence as is lastly hereinbefore described shall be lawful, unless the same shall be stated in the charge which the party is called upon to answer, and in such charge it shall be lawful to state in the alternative that the party has either knowingly harboured or concealed a deserter on board his vessel, or has, by neglect of duty, or by reason of the want of proper discipline on board the vessel, allowed such deserter to be so concealed.

Charge may be in the alternative.

IV. Any person, whether a European British subject or not, who shall be guilty of an offence punishable

Jurisdiction.

under this Act, shall be punishable for the same by any Justice of the Peace for any of the Presidency Towns of Calcutta, Madras, and Bombay, or for any of the Settlements of Prince of Wales' Island, Singapore, and Malacca, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate in any port within the territories of the East India Company, within whose jurisdiction the offence may have been committed, or such person may have been apprehended or found, whether the offence shall have been committed within the local limits of the jurisdiction of such Officer or not; and any person hereby made punishable by a Justice of the Peace, shall be punishable on summary conviction.

V. No conviction, order, or judgment of any Justice of the Peace shall be quashed for error of form or procedure, but only on the merits; and it shall not be necessary to state on the face of the conviction, order, or judgment, the evidence on which it proceeds; but the depositions taken or a copy of them shall be returned with the conviction, order, or judgment, in obedience to any writ of *certiorari*; and if no jurisdiction appears on the face of the conviction, order, or judgment, but the depositions taken supply that defect, the conviction, order, or judgment shall be aided by what so appears in such depositions.

VI. Nothing in this Act contained shall prevent any Justice of the Peace, Magistrate, or other Officer having authority in that behalf, from committing for trial any person who shall be charged with an offence punishable under Act No. XIV. of 1849, or any other Act hereafter to be in force, notwithstanding that such offence may be also punishable under this Act. Provided that no proceedings shall have been had against such person in respect of the same offence under this Act.

Saving of proceedings under Act No. XIV. of 1849.

Proviso.

VII. Whenever, on information given on oath or solemn affirmation, where by law a solemn affirmation may be used instead of an oath, to the Commander-in-Chief of the Indian Navy, or other person who shall be in the performance of the duties of Superintendent of the Indian Navy, or his Deputy, or, in their absence, to the Senior Officer of the Indian Navy at any port or place within the territories of the East India Company, which oath or affirmation the several persons above-named shall severally under this Act have power to administer, or whenever on such information as aforesaid, given to any Justice of the Peace, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate, having jurisdiction within such port or place, there shall appear reason to suspect that any Officer, Seaman, or other person belonging to the Indian Navy, who may have deserted or be absent without leave, is on board any ship, vessel, or boat, or is concealed on shore at any such port or place within the territories of the East India Company, it shall be lawful for such Commander-in-Chief of the Indian Navy, or person performing the duties of Superintendent of the Indian Navy, or his Deputy, or such Senior Officer or Justice of the Peace, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate as aforesaid, to issue a Warrant authorizing the person or persons to whom such Warrant may be addressed to enter into and search, at any time of the day or night, any such ship, vessel, or boat, or any house or place on shore, and to apprehend any such Officer, Seaman, or person belonging to the Indian Navy, and to detain him in custody in order to his being dealt with according to Law.

Commander-in-Chief of Indian Navy, &c. may issue warrants for apprehension of deserters.

VIII. The Warrant to be issued under the preceding Section may be addressed to any persons in the Indian Navy, or to all Constables, Peace Officers, and

Warrant to whom to be addressed, and by whom to be executed.

other persons who may be bound to execute the Warrant of any Justice of the Peace, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate, and acting in the execution of this Act; and all such persons shall be bound to execute, perform, and obey such Warrant.

IX. Every person who shall be apprehended as a deserter from the Indian Navy, under any Warrant under the 7th Section of this Act; shall be brought without delay before a Justice of the Peace, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate, in or near the place wherein such person shall have been arrested, who shall examine such person, and if he shall be satisfied, either by the confession of such person or the testimony of one or more witness or witnesses, or by his own knowledge, that such person is a deserter from the Indian Navy, shall cause him to be placed on board some vessel of the Indian Navy, in order that he may be dealt with according to Law; and if there shall be no such vessel in or near the place wherein such deserter shall have been apprehended, shall cause such deserter to be conveyed to the nearest or most convenient prison and to be detained there until he can be placed on board a vessel of the Indian Navy for such purpose as aforesaid; and in every case in which any person shall be committed to prison as aforesaid, the committing Magistrate shall transmit an account thereof to the Commander-in-Chief of the Indian Navy or to the Officer commanding some vessel of the Indian Navy; and every person so committed to prison shall be entitled to his discharge from custody under such commitment, unless within three months from the date thereof he shall, on the requisition of the said Commander-in-Chief, or such other Officer as aforesaid, have been placed on board one of the vessels of the Indian Navy, in order that he may be dealt with according to Law.

W. MORGAN,
Clerk of the Council.

Legislative Council.

10th February 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 10th of February 1855, and is hereby promulgated for general information:—

ACT No. IV. OF 1855.

An Act for Incorporating for a further Period, and for giving further Powers to the Assam Company.

Whereas by Act No. XIX. of 1845 the Assam Company was incorporated, and it was thereby enacted that the Act should continue in force until the 30th day of April 1854; and whereas by Act No. XIV. of 1854 the operation of the above Act was continued until the 30th day of April 1855; and whereas it is expedient that the said Company should be incorporated for a period of twenty years, to commence from the passing of this Act, and should have the powers, and be subject to the provisions, hereinafter contained; it is enacted as follows:—

I. Act No. XIV. of 1854 is hereby repealed, except as to contracts made, acts done, and liabilities incurred before the passing of this Act.

II. The several persons and corporations who now are and shall hereafter become proprietors or shareholders of the said Assam Company, and their respective successors, executors, administrators, and assigns, shall be and continue, for the term of twenty years from the passing of this Act, a Company for the purposes herein declared, and shall,

during such time, constitute and be one body corporate by the name and style of "The Assam Company," and shall have a common seal, and by that name shall and may sue and be sued.

III. It shall be lawful for the said Company to carry on, prosecute, and extend the cultivation of the tea plant in the lands which have already been granted to, and all and every the lands which may be taken by, or granted to the said Company in Assam and the North East parts of India, and to manufacture and dispose of the tea, the growth thereof, and generally to carry on the business of cultivating the tea plant, and manufacturing or preparing the same for sale and exportation, and also (if they shall deem it advisable) to engage in, prosecute, carry on, or extend the cultivation, manufacture, and preparation of all or any such other products of land, save as hereinafter excepted, as may be found expedient, and for such purposes to take and hold and make any such grants, leases, and purchases, and other acquisitions of land for any term of years as the Governor General in Council shall approve; such approval to be signified in writing under the hand of one of the Secretaries to the Government of India: and if requisite to sell, dispose of, and alienate the same or any part thereof respectively; and to form, erect, and make all such establishments, buildings, works, and conveniences as the said Company shall think proper, and generally to use such other ways and means as to the said Company shall seem meet for carrying into effect the objects aforesaid. Provided always that the said Company shall not engage in or prosecute the manufacture of salt or the cultivation

or preparation of opium without the special license of the local Government first obtained.

IV. The capital of the said Company shall consist of Company's Rupees 5,000,000, to be contributed in 10,000 shares, of Company's Rupees 500 each, which shall be the original capital of the said Company, and of such further sum as may be raised by the creation and sale of new shares as hereinafter provided for. Provided always that it shall and may be lawful for the said

Company at any time, and from time to time, to increase the capital of the said Company to any amount not exceeding one crore of Company's Rupees altogether, by the issue of fresh shares of Company's Rupees 500 each, upon such terms as to them shall seem fit.

V. It shall not be lawful for the said Company to raise money by way of loan to a greater amount than one-fifth of the capital of the said Company.

VI. All and every the grants of land already made, obtained, or contracted for by the said Company, and the plantations and works made and erected thereon, and the produce thereof, and all offices, warehouses, and buildings, and all articles whatsoever thereupon or appertaining thereto or used therewith; and all property, real and personal, goods, articles, and things whatsoever purchased, taken, bought, grown, produced, or otherwise acquired for the purposes of the said Company, and all the estate, right, title, and interest whatsoever therein, both at law and in equity, to all intents and purposes shall henceforth vest in and belong to the said "Assam Company" and their successors in their corporate capacity; and no individual subscriber or shareholder thereof shall, as such, have or pretend to any estate, ownership, or right of property therein.

VII. The said Company shall have full power to make and constitute any bye-laws, rules, and regulations not repugnant to Law or to this Act, for and relating to

Power to make Bye-laws.
Bye-laws of former Company to continue in force.

the government and affairs of the Company, and for the government and guidance of the Directors and Officers, and from time to time abrogate, alter, and vary the same; and such of the provisions of the deed of co-partnership or settlement of the said Company bearing date the 31st day of January 1840, as have not since been altered or abrogated, and other the rules, bye-laws, and regulations of the said Assam Company now in force, shall, until duly altered or abrogated, constitute and be the first bye-laws, rules, and regulations of the said Company under this Act, and shall have and take effect as such so far and in such particulars as the same are not repugnant to Law or to this Act.

VIII. A general meeting of the said Company shall

Time and mode of holding general and extraordinary meetings.

be held at the principal office or place of business of the said Company at Calcutta twice at the least in every year, and oftener when and if need shall be; the time of holding which periodical meetings, and the form and mode of requisition for holding special or extraordinary meetings, and of advertising and giving notice thereof respectively, shall be settled and determined by the bye-laws or rules of the said Company: and at all such meetings, whether periodical or special, every proprietor holding 5 shares and less than 20

Number of votes.

shares shall be entitled to 1 vote, and every proprietor holding 20 and less than 50 shares to 2 votes, and every proprietor holding 50 and less than 100 shares to 3 votes, and every proprietor holding 100 shares and upwards to 4 votes, and no more; but no proprietor shall be entitled to vote who shall not hold at least 5 shares, provided, however, that the shares in respect of which any proprietor shall claim to vote shall have been held for such period of time as is or shall be required by the bye-laws, rules, and regulations of the said Company. Pro-

Votes by proxy.

vided also, and it is hereby enacted, that votes given by proxy according to any bye-law, rule, or regulation of the said Company, shall be deemed to be as valid and effectual as if given in person.

IX. At such general meetings as aforesaid the books

Account books and balance sheet to be produced at general meetings.

and accounts of the said Company shall be produced and exhibited for the inspection, examination, and approval of the subscribers or shareholders at large, and at each of such general meetings there shall be produced and presented by the Directors, or other officers of the said Company for the time being, a true account in abstract and balance sheet showing the whole of the receipts and disbursements, and operations of the said Company, commencing from the date of their next preceding general meeting, and account brought down to the date of holding such general meeting at which the same shall be produced, or as near thereto as conveniently may be, and such abstract, account, and balance sheet, when

Balance sheet to be published in Gazette.

examined, approved, or passed by such or any subsequent meeting, shall immediately be published in the *Calcutta Government Gazette*, and in two public newspapers of general circulation at Calcutta.

X. A certificate, signed by two at least of the Direc-

Certificate of share.

tors of the said Company, shall, upon request, be delivered to every proprietor or shareholder of the said Company, and the shares of the said Company shall be transferable only by the execution of a deed or instrument of transfer in the form provided and sanctioned by the Directors for the time being of the said Assam Company. Provided always that no such deed or instrument shall be effectual to

Share to be transferred by deed, &c.

transfer any share in the said Company until compliance with the provisions of the deed of co-partnership of the said Company, bearing date the 31st day of January

1840, and all the bye-laws, rules, and regulations of the said Company, and until a memorandum or note of such transfer shall have been registered in the registry kept for that purpose at the office in Calcutta of the said Company, and until the name of the transferee of such share shall have been entered in the share register book of the said Company as the proprietor thereof.

Registry of transfer.

XI. The shares of and in the said Company shall, as

Shares to be deemed personal property.

between the several proprietors thereof and their real and personal representatives, and all other persons claiming under them, be deemed to be personal estate to all intents and purposes whatsoever, and be transmitted and transmissible and disposed of accordingly.

XII. For the purpose of satisfying any demands

Bye-laws to direct the mode of payment by instalments of unpaid shares.

upon the said Company, or for the purpose of raising any further capital that shall become requisite for the purpose aforesaid, the several subscribers or shareholders shall pay up the whole or any part of the unpaid amount of their respective shares by instalments to be called for by such persons in such manner, and to be paid at such times and places and manner as shall be appointed for that purpose by any bye-law or regulation of the said Company.

XIII. It shall be lawful for the said Company by

Bye-laws may direct interest to be charged on unpaid instalments or forfeiture of shares.

bye-law or regulation to provide that, if any such instalment be not paid on or before the day fixed for the payment thereof, interest after any legal rate to be appointed by such bye-law or regulation shall be paid upon such instalment from such day up to the day when the same shall be actually paid, and the amount of any such call with interest shall be a debt due to the said Company, and it shall be lawful for the said Company in like manner to make any provision or provisions for the forfeiture of any share or shares on the non-payment of any such instalment and interest or the restoration of any forfeited share or shares. Provided that no such forfeiture shall be incurred until

Proviso.

after default shall have been made for at least three calendar months.

XIV. The said Company shall have the benefit

Contracts, &c. made prior to this Act, to be binding.

of and shall be bound by all the contracts, acts, deeds, matters, and things which up to the passing of this Act have been legally made, done, executed, or performed under or by virtue of the said Acts No. XIX. of 1845 or No. XIV. of 1854, or the said deed of the 31st January 1840, and shall and may, in manner herein mentioned and provided, sue and be sued thereon and in respect thereof, and shall have and be subject to the like rights and liabilities in respect thereof as the said Assam Company or the members thereof would have had and been subject to under or by virtue of the said Acts.

XV. A copy of the original deed of association of

Copies of the original deed of association, and of all rules, &c. to be kept for inspection at the office of the Company, and in the Prothonotary's office at the Supreme Court.

the said Company, and copies of all rules, orders, bye-laws, regulations, or proceedings of the said Company, or other instruments whatsoever, whereby any change shall have been, or shall at any time be made by the authority of the said Company in the provisions of the said original deed of settlement or co-partnership bearing date the 31st day of January 1840, shall be kept at the office of the said Company in Calcutta, and shall there be open to the inspection of all persons during the usual hours of business of the said office, and a copy of each such rule, order, bye-law, regulation, proceeding, or instrument as aforesaid shall also be deposited by the said Company,

as soon as it can be done after the passing of this Act, or after the making of any such rule, order, bye-law, regulation, proceeding, or instrument hereafter to be made, in the office of the Prothonotary of the Supreme Court of Judicature at Fort William aforesaid, and shall be there filed, and be and remain open to the inspection of all persons during the usual hours of such office,

Examined copies to be evidence.

and an examined copy of each such filed copy as aforesaid, certified by and under the hand of the Prothonotary for the time being of the said Supreme Court, shall be good and sufficient evidence of each such original deed, rule, order, bye-law, regulation, proceeding, or instrument in all actions, suits, and proceedings whatsoever, whether Civil or Criminal, to be had in any Court of Justice, or before any Magistrate or other Officer, whether acting judicially or in any proceedings preliminary to a judicial inquiry, throughout the territories for which the Governor General of India in Council has power to legislate.

XVI. The said Company shall cause the name of each and every Director of

Names of Directors and officers to be entered in a book at the office, and to be enrolled from time to time in the Prothonotary's office.

and officiating for the time being as such Officer, to be entered in a book to be kept at the said principal office in Calcutta of the said Company, to be there open to the inspection of all persons during the usual hours of business of the said office, and shall also, within six months from the time of passing this Act, cause a memorial of the said names and descriptions respectively to be enrolled in the said office of the Prothonotary of the said Court, and a fresh memorial thereof to be from time to time enrolled, and within 12 months after any change or changes shall be made or take place either in the direction aforesaid or in any of the said offices.

XVII. The said Company shall cause the names, places

Names of shareholders, and all transfers of shares to be registered.

of residence or business, and descriptions of the business, profession, or employment of the proprietors of shares in the said Capital Stock, and the number of shares held by each proprietor, to be registered in a book, and numbered in a regular consecutive series beginning with No. 1, and such book shall be kept at the said office in Calcutta of the said Company, and shall there be open to the inspection of all persons during the usual hours of business, and each successive transfer or change of ownership in the share or shares shall be entered in the manner above-mentioned, with the like particulars above-mentioned, in the said book, and against the original entry of such share or shares shall be entered a note of every such change of ownership or transfer, with a sufficient reference to the place or places in such book wherein is or are made the entry or entries of the name or names, place or places of residence or business, and descriptions of the proprietor or proprietors to whom or in whose favour such transfer or change, transfers or changes, shall have been made or had from time to time as aforesaid.

XVIII. The said Company shall sue and be sued

Company how to sue and be sued, &c.

Process to be only against the corporate stock, &c.

and described in and by its said corporate name and not otherwise, in all proceedings whatsoever, whether Civil or of a Penal or Criminal or other character, and whether the same be the proceedings of any Court, or of any Magistrate or other officer or person executing any inquiry either preliminary to, or in the nature of a judicial investigation or inquiry, and shall for all purposes of jurisdiction be capable of suing and proceeding and be liable to be sued and proceeded against in its said corporate name, character, and capacity in and before any Court, Magistrate, Officer, or person within any of the territories under the Government of the East India Company in respect of all mat-

ters and things over which such Court, Magistrate, Officer, or person respectively may have jurisdiction, and to the extent of such jurisdiction, in like manner as the same may for the time being be there had by or against any British subject or subjects within the said territories.

Proviso.

that no process or proceedings whatsoever, whether of a mesne or final or other nature, shall be had against the person or property of any individual members, shareholders, or subscribers of the said Company, either for the purpose of giving notice of any suit or proceeding, or of effecting any appearance to any suit or proceeding, or of obtaining payment or satisfaction of any debt, claim, or demand against the said Company, or of levying any fine or penalty awarded against the said Company, or of obtaining payment or satisfaction of any judgment, decree, award, order, or determination against the said Company, or for any like purpose, but that all such process and proceedings of what nature soever shall be had solely against the said Company or the corporate stock, property, and effects of the said Company.

XIX. The service of all mesne and other process,

Service of process, &c. on Secretary, sufficient.

rules, and orders, and all notices whatsoever which by law or by the practice of any Court wherein the said Company shall sue or be sued, or otherwise, are required to be made, served, or given for any purpose whatsoever to the said Company, shall and may be made, served, and given, in addition to all ways and means by which the same may otherwise be legally made, served, and given, upon or to the Secretary for the time being of the said Company resident in Calcutta, or the person or persons acting and officiating as such, or by leaving the same addressed to the said Secretary or person acting and officiating as such at the principal office or place of business in Calcutta of the said Company.

XX. This Act shall continue in force for a period

Duration of Act.

of twenty years, to commence from the passing hereof.

W. MORGAN,
Clerk of the Council.

Legislative Council.

17th February 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 17th of February 1855, and is hereby promulgated for general information:—

ACT No. V. OF 1855.

An Act to assimilate the Process of Execution on all Sides of Her Majesty's Supreme Courts, and to extend and amend the Provisions of Act XXV. of 1841.

Whereas it is expedient to make the process of

Preamble.

execution on all sides of Her Majesty's Supreme Courts as near as may be the same; and also to extend and amend the provisions for giving effect to the decrees and orders of Her Majesty's Supreme Courts in certain cases, which are contained in Act No. XXV. of 1841: It is enacted as follows:—

I. No process of contempt shall issue to compel

the performance of so much of any judgment, decree, sentence, or order, either decretal or interlocutory, made by any of Her Majesty's Supreme Courts, as directs any person to pay any money or costs, or to execute any conveyance or other deed or instrument, or to make any transfer or surrender, or to do any act which a constituted attorney of such person, if ordered by the Court to do the same for his principal, would have the means of performing.

II. Where any person is liable to pay any money or costs upon a judgment recovered against him in any of the said Courts, or has made default in the payment of any money or costs, which

Party in default, after judgment, or order to pay money or costs, to be proceeded against by *Ca. Sa.* or *Fi. Fa.* &c.
by any order, decree, or sentence, made in any proceeding by any of the said Courts on any side thereof, he has been ordered to pay, execution may be issued, either against his person by a writ in the nature of the ordinary writ of *Capias ad Satisfaciendum*, or to levy such money or costs out of his property by a writ of *Fieri Facias* or *Venditioni Exponas*, according to the course and practice of the Court, as the same shall be settled by the rules and orders to be made for giving effect to the provisions of this Act. Provided that nothing herein contained shall extend to a fine unpaid

Proviso.

for a criminal offence, or alter the mode of compelling the payment of such fine.

III. The Sheriff shall pay the money which he may levy under any execution, either to the party named in the writ, in satisfaction of his demand, or into Court, according to the exigency of the writ, which shall be in conformity with the order under which the money is payable.

Sheriff how to deal with money levied.

Power to the Court to appoint an Officer to execute instrument, or to do any act for the person who has been ordered, but has failed to execute or do the same.

IV. Whenever any person has been directed by any judgment, decree, sentence, or order of any of the said Courts, to execute any conveyance, deed, or instrument, or to make any transfer or surrender, or to do any act which a constituted

attorney of such person, if directed by the Court to do the same for his principal, would have the means of performing, and such person has refused or neglected to obey such direction, or has evaded compliance therewith, either by absenting himself in order to avoid service of the judgment, decree, sentence, or order, wherein such direction is contained, or by any other means, it shall be lawful for the Court by which such direction has been given, whether the person disobeying or evading compliance with such direction is in custody or not, upon application made to the said Court for that purpose, and upon proof to its satisfaction of such default or evasion as aforesaid, to order or appoint the Registrar, Master, or other Officer of the said Court to execute such conveyance, deed, or instrument, or to make such transfer or surrender, or to do such other act as aforesaid, for and in the name of the person by whom the same ought to have been executed, made, or done; and every conveyance, deed, and instrument which shall have been executed, and every transfer and surrender which shall have been made, and every other act which shall have been done by an Officer of Court under the authority of this Act, shall in all respects have the same force and validity as it would have if it had been duly executed, made, or done by the persons for and in whose name it shall have been so executed, made, or done.

V. If it shall appear to any of the said Courts, upon an application made to it under this Act, that it can safely dispense with the formal execution of any conveyance, deed, or instrument, which the person directed to execute the same has failed to execute, or with the signature of any writing required for the formal performance of any act required to be done, but omitted to be done by the person directed to do the same, it shall be lawful for the said Court, in lieu of ordering its Officer to execute the said conveyance, deed, or instrument, or to sign the said writing, by its order to declare that such conveyance, deed, instrument, or writing shall be as valid and effectual to all intents and purposes, without the execution or signature of the person directed to execute or sign the same,

Or in certain cases to dispense with the execution of an instrument, or the signature of a writing.

the person directed to execute the same has failed to execute, or with the signature of any writing required for the formal performance of any act required to be done, but omitted to be done by the person directed to do the same, it shall be lawful for the said Court, in lieu of ordering its Officer to execute the said conveyance, deed, or instrument, or to sign the said writing, by its order to declare that such conveyance, deed, instrument, or writing shall be as valid and effectual to all intents and purposes, without the execution or signature of the person directed to execute or sign the same,

as it would have been if he had duly executed or signed the same.

VI. When any person has been directed, by any judgment, decree, sentence, or order of any of the said Courts, to deliver up possession of any immovable property, or of any specific chattel or security, or to deliver to any person or persons, or to deposit in Court or elsewhere any books, papers, writings, or other articles or things, and has refused or neglected to obey such direction, or has evaded compliance therewith, either by absenting himself, to avoid service of the said judgment, decree, sentence, or order, or by any other means, it shall be lawful for the Court by which such direction has been given, whether such person is in custody or not, on proof of such default or evasion as aforesaid, to issue a writ or writs to the Sheriff, directing him either to put the party therein named into possession, or to seize and take such chattel, security, books, papers, writings, or other articles or things, and to deal with the same according to the exigency of the writ, which in all cases shall be conformable to the order, to compel the performance whereof the same is issued. But nothing herein contained shall authorise the Sheriff to disturb the *bona fide* possession of any person other than the person against whom such order is made.

The Court empowered to enforce the delivery of any immovable property, or any specific chattel, or the deposit of any books, papers, or other articles or things, by seizure.

Proviso.

Repeal of 1st and 2nd Sections of Act XXV. of 1841.

VII. The 1st and 2nd Sections of Act No. XXV. of 1841, except as to all proceedings which shall have been had or commenced hereunder before this Act comes into operation, are hereby repealed.

Power reserved to issue process of contempt, to compel obedience to orders which cannot be otherwise enforced.

VIII. Nothing in this Act contained shall prevent any of the said Courts from issuing process of contempt, according to its present course of practice, on its Equity side, against the person of any party who has been ordered to do any act other than the payment of money or costs, or the execution of any conveyance, deed, or other instrument, if obedience to such order cannot otherwise be enforced, or against the person of any party who has committed a breach of any injunction; and the Court may issue such process of contempt on any of its sides; and in such cases shall have, and may exercise all powers which it now has touching the commitment, detention, or discharge of any person taken under process of contempt issued on its Equity side.

Courts to frame such new or altered writs of execution as they shall deem necessary or expedient for giving effect to the provisions hereinbefore contained, and, by the Rules or orders to be made under this Act, to regulate the mode of issuing and executing such writs of execution.

IX. It shall be lawful for Her Majesty's Supreme Courts to frame such new or altered writs of execution as they shall deem necessary or expedient for giving effect to the provisions hereinbefore contained, and, by the Rules or orders to be made under this Act, to regulate the mode of issuing and executing such writs of execution.

X. The words "person" and "party," as used in this Act, shall be understood to include any body corporate, and though used so as to import the singular number or the masculine gender only, shall be understood to include several persons as well as one person, and females as well as males, unless there be something in the context repugnant to such construction; and the term "Her Majesty's Supreme Courts" shall be understood to include the Court of Judicature of Prince of Wales' Island, Singapore, and Malacca.

XI. This Act shall take effect from the 1st day of May next.

Commencement of the Act.

W. MORGAN,
Clerk of the Council.

Legislative Council.*2nd February 1855.*

The following Bill was read a second time in the Legislative Council on the 2nd February 1855, and referred to a Select Committee, who are to report thereon after the 7th of May next :—

A Bill for the Establishment and Maintenance of Boundary-marks in the Presidency of Fort St. George.

Whereas it is desirable, with a view to the better

Preamble.

definition and security of landed property, the prevention of encroachments and disputes, and the identification of lands assessed to or exempted from the public revenue in the Presidency of Fort St. George, that provision should be made for the establishment and maintenance of permanent marks to distinguish the boundaries of fields, holdings, estates, and villages; It is enacted as follows :—

I. It shall be lawful for Collectors of Land Revenue,

Collectors, &c. to fix boundaries of fields, &c., and to require owners or occupants to from and maintain boundary-marks.

or persons exercising the powers of Collector, or such other Officers as the Government may appoint for the purpose, to fix the boundaries of fields, holdings, estates, or villages, and to require that marks be formed and maintained by the owners or occupants on the boundaries of such materials, and in such number and manner as may appear to such Officers sufficient, for distinguishing the limits of such fields, holdings, estates, or villages, whenever they may be of opinion that such demarcation is necessary for the prevention or adjustment of disputes.

II. Notices shall be served on the persons owning or

Notices for the purpose when and how to be served.

occupying the conterminous fields, holdings, estates, or villages, requiring them to form or repair such boundary marks within ten days from the date of the notice, and in the event of these persons not being found in their village, the said requisition shall be posted in a conspicuous place in the village, which shall be held to be a sufficient service, notwithstanding it may afterwards appear that the owners or occupants were not correctly named or designated in the said notice.

III. In default of the owners or occupants of the

In default of compliance, Officer may order erection or repair of necessary marks, at the expense of the owners or occupants.

fields, holdings, estates, or villages complying with such requisition, the said Officers may give directions for the erection and repair of such boundary-marks, and may order the costs to be equitably apportioned on the fields, holdings, estates, or villages which they serve to distinguish, and the same shall be charged to the persons possessing a right of ownership or occupancy in such fields, holdings, estates, or villages, and shall be levied in the same manner as arrears of land revenue.

IV. In the case of unoccupied fields, of which the

Costs how to be charged as to unoccupied or unowned fields.

ownership is not at the time claimed, the costs shall be charged upon the revenue of the village in which the fields are situated, and no person subsequently claiming a right of ownership or occupancy in such fields shall have possession of the same until he makes good the costs so charged on account thereof.

V. Any person convicted before a Magistrate of

Penalty for erasing, &c. marks, a moiety of which to be awarded to informer.

wilfully and without lawful excuse erasing, removing, or injuring such boundary-marks, or any survey-marks, fixed by an Officer of Government with a view to the ascertainment of boundaries, shall be liable to a fine not exceeding Fifty Rupees for each mark so erased,

removed, or injured, one-half of which fine may be awarded to the informer, and the other half shall be chargeable with the cost of restoring the mark. Whenever it may not be possible to detect the person who erased, removed, or injured such boundary or survey-marks as aforesaid, or the party who may have been convicted of such offence is unable to pay the fine

Costs how to be recovered when offender is not known or unable to pay the fine.

awarded against him, the Collector or other Officer authorised in that behalf may order the costs of erecting or repairing the marks to be charged to the owners or occupants of the adjacent lands, or apportioned among the ryots of the village in proportion to their puttals, as he may consider just and equitable, and such costs shall be levied in the same manner as arrears of land revenue.

VI. Any occupant or owner of land refusing or

Penalty for refusing or neglecting to attend when summoned.

failing to attend when summoned by the Collector or other Officer authorised by Government, at the measurement and demarcation of his field, holding, estate, or of the village boundary in general, shall be liable to a fine not exceeding Fifty Rupees, by order of the Collector or other such Officer, which fine shall be leviable by the same process as an arrear of land revenue.

VII. The proceedings of Officers imposing charges

Proceedings under Sections III. V. and VI. to be recorded in writing and appealable to the superior Revenue authorities.

under Sections III. and V., or fines under Section VI. of this Act, shall be recorded in writing, and shall be subject to appeal to the Revenue authorities to whom they are subordinate.

W. MORGAN,

Clerk of the Council.

BANK OF BOMBAY.**DISCOUNT.**

On Government Bills..... 7 per cent.
On Private Bills at or within 3 } 10 ditto.
Months }

INTEREST.

On Fixed Loans on Government } 8 ditto.
Notes and Railway Shares.. }
On Open Loans on ditto..... 9 ditto.
On Cash Credit Accounts 9 ditto.
On Loans on Security of Goods.. 10 ditto.

Bills payable within one month are discounted under the above rate, and Discount at 3 per cent. under the rate charged will be refunded on all Bills paid before maturity, for the unexpired portion of the time such Bills may have to run.

The rate of advance on deposit of Government Notes is 85 per cent., on Railway Shares *three-fourths* the paid-up value of the Shares, and on Goods *three-fourths* the approved value.

Loans on Goods, &c.

Advances are granted on the security of Goods not of a perishable nature deposited in private Godowns situated either in the Fort, or in Grant Buildings, Colaba.

By Order of the Board of Directors,

J. STUART,

Secretary and Treasurer.

Bank of Bombay,
21st December 1854.

Notice

Is hereby given, that persons desirous of entering into a contract for SUPPLYING Cold-drawn CASTOR OIL, of Country manufacture, &c. as may be required by the Commissariat Department at the Presidency, for the term of one year from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office, on Friday the 9th proximo, at 10 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and 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 at the Presidency, if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office in cash the sum of Rupees ninety-eight (98), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees three hundred and ninety-three (393), 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 (30) per cent. upon the amount of expenses incurred, or a fine of Rupees twenty-five (25) to fifty (50), 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 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 mentioned in para. 3 of this Notice will be forfeited to Government.

5. It is also to be understood that any delay

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 Rupees twenty-five (25), at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

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

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

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

10. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 7 of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons 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 one thousand nine hundred and sixty-five (1,965).

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

J. B. RAMSAY, Major,
Acting Deputy Comm'y. General.
Bombay, Deputy Comm'y. Gen'l's Office,
13th February 1855.

જાહેર અધાર.

હીઆથી આપવામાં આવે છે તે તારીખ ૯ મી આવતા મહીનાની ને વાર શુકરને દિને અપોરના અરોબર ક્લાક ૧ વાગતે મુઆઈની કમીરાશી આશીરામાં ગામડી બનાવેલુ એદીયુ એ વગરેનુ કંટરાક્ટ એક વરસનુ વેચવામાં આવશે તે ને તારીખથી કમુલ કરશે તે તારીખથી આલુ કરીઆમાં આવશે.

ને શખરા એ કંટરાક્ટ લેવા ચાહાનો હેતુએ તેણે આપમે
આશીરવાદ દરેજ કલાક ૧૧ થી તે ૫ થીની અરજ કરેઆ
થી ભાવના લીટની નકલ તથા તે શીવાએ ને કંઈ અપર
નેધરો તે આપવામાં આવશે.

મુંબઈની ૩૧૩૩ી કમીસરી જનરલ સાહેબની આશીસ
તારીખ ૧૩ મી ફેબ્રુઆરી સને ૧૮૫૫ ઇસવી.

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

Notice

Is hereby given, that verbal tenders will be received at this Office, for the contracts for the exclusive privilege of VENDING DRUGS to the Native Troops and Followers of the Cantonments at Sukkur and Shikarpore, for one year, commencing from 1st May 1855, precisely at 12 o'clock on the 9th proximo, and sealed tenders will be received at the Commissary General's Office, Bombay, from 12 o'clock till 2 o'clock P. M. on the day above specified.

The Troops composing the Cantonments of Sukkur and Shikarpore are as follows:—

At Sukkur.

	Strength.
Detachment of a Regt. N. I.	268
Sukkur Cantonment Followers ..	4000

At Shikarpore.

	Strength.
1½ Regiment N. I.	1397
One Battery	144
Shikarpore Cantonment Followers.	1200

The tenders to specify the amount in Company's Rupees which will be paid for the contracts; and no tenders will be received unless the tenderer previously deposits in this Office, or that of the Commissary General, Bombay, the sum of Company's Rupees one hundred (100), which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed of contract, should the tender be accepted, in which case he must be prepared to add thereto so much as shall complete a month's collection in advance, to be deposited in the Bazar Treasury; he will also furnish two unexceptionable securities for the due fulfilment of the engagement.

The contractor will be allowed no drawback on account of scarcity, drought, &c., and the contract will not be considered binding until confirmed by the Military Board.

No deduction will be allowed, except for Troops who may leave the Division.

A Detachment of 500 men moving or stationed within the Command is to be allowed a Drug Shop by the contractor.

The arrival in or the departure out of the Command of 500 men or under is to have no effect on this contract; all alteration above this number to be adjusted agreeably to the preceding proportion.

No Drugs whatever are to be sold to European Soldiers and Townspeople.

The tenders from Outstations to be sealed, and superscribed "Tender for Drugs." These tenders will be opened on the day and hour appointed, in the presence of such of the parties as may be in attendance.

The collection on account of Drugs to be paid in advance every month.

The contractor is to take the contract with all its advantages and drawbacks; as he will not be considered entitled to any remission in consequence of failure of seasons, or any other cause, save those distinctly specified in the contract; all petitions for remission of monthly payment will consequently not be attended to.

No reason will be assigned for the rejection of any of the tenders received.

All further particulars connected with the contract may be learned on application at this Office, every day from 9 to 5 o'clock, Sundays excepted.

F. P. MIGNON, Lieutenant,
Superintendent of Bazars, Upper Scinde.
Superintendent of Bazars' Office,
Sukkur, 1st February 1855.

Notice

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

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

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

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

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

Form of Tender.

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

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

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

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

Bombay (date).

We are, &c.

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

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

LIST of REMITTANCES forwarded from the Accountant General's Office, Military Department, to the other Presidencies, during the Month of January 1855. (Published as per Government Letter No. 3159, dated 7th November 1849.)

C	Date of the Remittance Lists.	From what Pay Office received.	By whom made.	In whose favour.	To what Presidency.	Date of the receipt in the Accountant General's Office, Military Department.	Total.	Grand Total.	Date when forwarded.
	1854.					1855.		<i>Rs. a. p.</i>	1855.
Nov.	18th	Pay Office P. D. A.	Private Krishnapa, 19th Regt. N. I.	To the Staff Officer, Mangalore, on account of Subedar Sasha, Pensioner, late of the 8th Regt. N. I.	Madras ..	Jan. 2nd		16 0 0	Jan. 6th
Dec.	28th	Ditto ditto.....	Ensign E. J. Checkley, Paymaster 19th Regt. Bombay N. I.	To the Staff Officer, Mangalore, on account of Private Krishnapa, Genl. No. 492, of the Grenadier Company 19th Regt. Bombay N. I., now on Recruiting Service, Malabar.....	" ..	" "		35 0 0	" "
Nov.	20th	Pay Office N. D. A.	Lieutenant T. G. Coles, Acting Paymaster 15th Regt. N. I.	The Officer in charge Honore	" ..	Dec. 29th		24 0 0	" "
Dec.	1st	Pay Office at the Presidency.	Lieutenant C. E. Dansey, of the 1st Bombay European Regiment (Fusiliers).	The Officer in charge of Pensioners, on account of Mrs. Galliot.....	" ..	Jan. 5th		9 0 0	" 9th
"	15th	Pay Office N. D. A.	Paymaster 9th Regt. N. I.	The Collector of Ankolla, payable to Moolna Allee, or Moohra Hyder Allee, resides at Sookary, near Sada-shewghur, Zilla Malabar.....	" ..	" 20th		20 0 0	" 23rd
"	1st	Pay Office at the Presidency.	First Lieutenant and Staff Officer E. King, of the 1st Bombay European Regiment (Fusiliers).	Town Major	Bengal ..	" 5th		71 5 3	" 9th
1855.									
Jan.	6th	Ditto ditto.....	Paymaster C. Barlow, Her Majesty's 22nd Regiment.	The Manager of the North-West Bank of India.....	" ..	" 23rd		200 0 0	" 24th
								Rupees	375 5 3

(Errors excepted)

J. M. ERSKINE, First Assistant Accountant,
Military Department.

Bombay Castle, Accountant General's Office, 27th February 1855.

BOMBAY PRICE CURRENT

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

BEEF.			PORK, FRESH AND SALT (continued).			SUGAR OF SORTS.		
	Rs.	a. p.		Rs.	a. p.		Rs.	a. p.
Prime Pieces..... 1st sort, 8 to 10 lbs.	1	0	Trotters, large..... per four	0	1	Sugar, Pina..... per md. of 28 lbs.	5	8
"..... 2nd "..... 12 "	1	0	" small..... " "	0	2	" Candy..... 1st sort, " "	5	0
"..... 3rd "..... 12 "	1	0	Pig's Liver and Heart..... " "	0	2	" "..... 2nd " " "	5	0
Brisket and Round..... 1st "..... 12 "	1	0	Pork, salt, Country..... 8 lbs.	1	0	" "..... 3rd " " "	4	12
"..... 2nd "..... 14 "	1	0				" soft..... 1st " " "	4	8
"..... 3rd "..... 16 "	1	0	POULTRY.			" brown..... 2nd " " "	3	0
Meat for Soup..... 10 "	0	0	Geese..... small..... each	4	0	Jaggree..... " " "	2	10
Shin, large..... each	0	3	Turkey, cock, Bombay..... " "	8	0	" "..... " " "	1	8
" small..... " "	0	3	" hen, "..... " "	4	0	GHEE OF SORTS.		
Ox Tails..... " "	0	8	" cock, Goa..... " "	3	0	Ghee, Kurrachee..... per md. of 28 lbs.	5	8
Tongue, large..... " "	0	8	" hen, "..... " "	3	0	" Surat..... " " "	0	0
" small..... " "	0	2	Fowls, large, Surat..... " "	1	8	" Bhownuggur..... " " "	5	8
Heart, large..... " "	0	1	" small, "..... " "	1	0	" Balghanty..... " " "	5	12
" small..... " "	0	1	" large, Bombay..... " "	0	8	" Ghanty..... " " "	5	4
Marrow-bone..... " "	0	8	" small, "..... " "	0	10	" Rajapoor..... " " "	5	12
Ox Palates..... " "	0	8	Ducks, large..... " "	0	8	" Jaffrabad..... " " "	8	0
Feet..... four..... per lb.	0	4	Chickens, large..... per dozen	2	0			
Tongues (salted, dry), Poona..... each	4	0	" small..... " "	1	13			
" (pickled), Bombay..... " "	0	5	Hens' Eggs..... each	0	3			
			Ducks' "..... " "	0	3			
VEAL, SMALL.			FRUITS OF SORTS.					
Hind Quarter..... 1st sort, 4 lbs.	1	0	Pine-apples, Bombay, large..... each	1	0			
"..... 2nd "..... 5 "	1	0	" small..... " "	0	12			
"..... 3rd "..... 6 "	1	0	" Goa, large..... " "	0	4			
Fore Quarter..... 1st "..... 5 "	1	0	" small..... " "	0	3			
"..... 2nd "..... 6 "	1	0	Pomelos, large..... " "	0	8			
"..... 3rd "..... 6 1/2 "	1	0	Guavas, large..... " "	0	0			
			" small..... " "	0	4			
VEAL, LARGE.			Oranges, large..... " "	0	8			
Hind Quarter..... 1st sort, 4 1/2 lbs.	1	0	" small..... " "	0	0			
"..... 2nd "..... 5 1/2 "	1	0	" common..... " "	0	5			
"..... 3rd "..... 6 1/2 "	1	0	Grapes, black..... per seer	0	2			
Fore Quarter..... 1st "..... 5 1/2 "	1	0	" green..... " "	0	2			
"..... 2nd "..... 6 1/2 "	1	0	Melons, Water, large..... each	0	2			
"..... 3rd "..... 6 1/2 "	1	0	" small..... " "	0	1			
Head..... 1st..... each	0	12	" Musk, large..... " "	0	2			
"..... 2nd..... " "	0	10	" small..... " "	0	0			
"..... 3rd..... " "	0	8	Plainsins, Fed, large..... " "	0	1			
Feet..... four..... " "	0	4	" small..... " "	0	4			
Liver and Heart..... each	0	1	" yellow, large..... " "	0	4			
			" small..... " "	0	3			
MUTTON FOR EUROPEANS.			Limes, sweet..... " "	0	0			
Saddle..... 1st sort, per lb.	0	3	" sour..... " "	0	1			
"..... 2nd "..... " "	0	2	Potatoes, Neelgherries, large..... per seer	0	0			
"..... 3rd "..... " "	0	1	" small..... " "	0	0			
Leg, Loin, Neck, & Shoulder, 1st..... " "	0	2	" Mahabeshwar, large..... " "	0	1			
"..... 2nd "..... " "	0	1	" small..... " "	0	1			
"..... 3rd "..... " "	0	1	" Poona, large..... " "	0	0			
Breast..... 1st..... " "	0	1	" small..... " "	0	0			
"..... 2nd..... " "	0	1	" Surat, large..... " "	0	5			
"..... 3rd..... " "	0	1	" small..... " "	0	4			
Tongue, Sheep's..... each	0	6	Yams, white..... " "	0	0			
Brains..... " "	0	0	" red..... " "	0	6			
Head..... " "	0	1	Onions..... " "	0	2			
Liver and Heart..... " "	0	1	Ginger..... " "	0	4			
Kidneys..... " "	0	4						
Feet..... four..... " "	0	3	DRY FRUITS OF SORTS.					
Suet..... per lb.	0	4	Plums, fine..... per seer weight	0	4			
			" coarse..... " "	0	3			
MUTTON FOR NATIVES.			Currants, fine..... " "	0	2			
First sort..... 10 lbs.	1	0	" coarse..... " "	0	3			
Second "..... 12 "	1	0	Praunes, new..... " "	0	2			
Third "..... 10 "	1	0	" old..... " "	0	1			
			Almonds, sweet..... " "	0	1			
KID, SMALL.			" bitter..... " "	0	2			
Hind Quarter..... 1st sort, 4 lbs.	1	0						
"..... 2nd "..... 5 "	1	0	BREAD, &c.					
"..... 3rd "..... 6 "	1	0	A loaf, 1st sort..... 13 oz. each	0	1			
Fore Quarter..... 1st "..... 5 "	1	0	" 2nd..... " "	0	1			
"..... 2nd "..... 6 "	1	0	" brown..... " "	0	1			
"..... 3rd "..... 7 "	1	0	"..... 10 "..... " "	0	1			
Head, Feet, Liver, and Heart..... each	0	4	Flour, Wheat..... per seer measure	0	3			
			Rolong..... " "	0	3			
KID, LARGE.			Sago, fine..... " weight	0	1			
Hind Quarter..... 1st sort, 4 1/2 lbs.	1	0	" coarse..... " "	0	1			
"..... 2nd "..... 5 1/2 "	1	0	Arrowroot, best..... " "	0	2			
"..... 3rd "..... 6 1/2 "	1	0	" coarse..... " "	0	1			
Fore Quarter..... 1st "..... 5 1/2 "	1	0						
"..... 2nd "..... 6 1/2 "	1	0	MILK AND BUTTER.					
"..... 3rd "..... 7 1/2 "	1	0	Cows' Milk..... per seer measure	0	1			
			" Butter..... per cup of 2 oz.	0	1			
LAMB, SMALL.			Buffaloes' Milk..... per seer measure	0	1			
Hind Quarter..... 1st sort, 4 lbs.	1	0	" Butter..... per cup of 2 oz.	0	1			
"..... 2nd "..... 5 "	1	0						
"..... 3rd "..... 5 1/2 "	1	0	FIREWOOD.					
Fore Quarter..... 1st "..... 5 "	1	0	Babool..... per cdy. of 28 mds. (784 lbs.)	3	0			
"..... 2nd "..... 5 1/2 "	1	0	Khair..... " "	2	8			
"..... 3rd "..... 6 "	1	0	Aine..... " "	2	8			
			Kurmel..... " "	2	12			
LAMB, LARGE.								
Hind Quarter..... 1st sort, 5 lbs.	1	0	OILS, CANDLES, AND SOAP.					
"..... 2nd "..... 5 1/2 "	1	0	Cocoanut Oil..... 1st sort, per md. of 28 lbs.	3	10			
"..... 3rd "..... 6 "	1	0	" 2nd..... " "	3	0			
Fore Quarter..... 1st "..... 5 1/2 "	1	0	Joenglee..... " "	2	12			
"..... 2nd "..... 6 1/2 "	1	0	" Ghantee..... " "	2	8			
"..... 3rd "..... 7 1/2 "	1	0	Brundia, or Castor Oil..... " "	2	0			
			Candles, Europe..... " "	18	0			
PORK, FRESH AND SALT.			" Goa..... " "	20	0			
Pork, fresh..... 10 lbs.	1	0	" Cechin..... " "	10	0			
Pig, Roasting, large size..... each	1	4	Soap, Country..... " "	1	4			
" small..... " "	1	0	" Europe, yellow..... " "	3	8			
Pig's Head..... 20 lbs.	1	0	" white..... " "	3	7			
Sausages..... 5 "	1	0						

Fish and Vegetables generally sold according to the quantity in the Market, and the choice of them.

Bombay Measures by which the articles are sold:—4 Seers are one Pylee—17 Pyles are one Phara—8 Pharas are one Candy—25 Pharas are one Moora.

A Robin of Rice averages about 15 Pyles.

Bombay Weights by which the articles are sold:—1 Seer is 11 ozs. and 4 drs.—40 Seers are 1 Maund.—1 Maund is 28 English Pounds.

Published by order of the Board of Conservancy,

J. WATSON, Clerk of the Markets.

Bombay, Monday, 5th March 1855.

Notice

Is hereby given, that persons desirous of entering into a contract for SUPPLYING MEDICAL COMFORTS, &c. as may be required by the Commissariat Department at the Presidency, for the term of one year from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Thursday the 8th proximo, at 1 o'clock precisely, when bidders will be required to bid a percentage 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, and 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 at the Presidency 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. It is to be clearly understood, that such of the articles specified in the Schedule as form part of the rations or Hospital diet, are to be supplied under the rules laid down in G. O. No. 613 of the 10th October 1853, and No. 33 of the 11th January 1854, copies of which may be seen at this Office.

4. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rs. two hundred and twenty-one (221), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rs. eight hundred and eighty-seven (887), which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

5. 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 (30) per cent. upon the amount of expenses incurred, or a fine of from Rs. thirty (30) to one hundred (100), 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 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 con-

tract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in paragraph 4 of this Notice will be forfeited to Government.

6. It is also to be understood, that any delay, 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 Rs. twenty-five (25), 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.

7. 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.

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

9. 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.

10. 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.

11. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in clause 8 of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contract, on his offer being accepted.

12. The annual outlay on the above contract is estimated at Rs. four thousand four hundred and thirty-six (4,436).

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

J. B. RAMSAY, Major,

Acting Deputy Commissary General.

Bombay, Depy. Comm'y. Genl's Office,

13th February 1855.

બહુર ખખર.

હિઆથી આપવામાં આવે છે. જે તારીખ ૮ મી માચ ૧૮૫૫ ને વાર ગેરેલને દીને અયોરના અયોર ક્લાક ૧ વાગે સુઆઈની કમીસારી હાશીરામાં મેદીકલ કમફર્ટ અથવા

આચાર્ય શેગો તથા એ શીવાએ બીજી જીવરોનું કેતરાકર
એક વરણનું વેચવામાં આવશે તે જે તારીખથી કબુલ કર-
વામાં આવશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે સમય એ કેતરાકર લેવા ચાહતો હોએ તેણે આએ
હાશીમાં દર રોજ કલાક ૧૧ થી તે ૫ થી ચરજ કરીઆ-
થી ભાવના લીરજની નકલ તથા તે શીવાએ જે કાંઈ ખર્ચ
નોંધશે તે આવવામાં આવશે.

મુંબાઈની દેપોઝીટ કમીશરી જનરાલ સાહેબની

હાશી તારીખ ૧૩ મી ફેબ્રુઆરી રાને ૧૮૫૫.

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

Notice

Is hereby given, that persons desirous of enter-
ing into a contract for supplying HOSPITAL
CLOTHING, &c. as may be required by the Commis-
sariat Department at the Presidency for the term
of two years from the date of the acceptance
of the offer, may, on application at this Office
from 11 A. M. to 5 P. M. daily (Sundays ex-
cepted), obtain copies of the schedule or list of
prices, and such information relating thereto as
they may require.

2. Verbal offers for the contract will be receiv-
ed at this Office, on Saturday the 17th proximo,
at 1 o'clock precisely, when bidders will be
required to bid a per-centage above or below the
prices exhibited in the above list at which the sup-
ply will be made, on the understanding that the
articles supplied are to be of unexceptionable quality,
and 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 Com-
missariat Stores at the Presidency, 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 exami-
nation and rejection by the executive Commissariat
Officer, or by the indenting or receiving Officer; or
by a Committee of Officers appointed on the part
of Government, in the event of the contractor being
dissatisfied with the decision of the above Officers,
or either of them; it being understood that the
decision of such Committee is to be final, and
binding on all parties.

3. No person will be allowed to bid for the
contract unless he previously deposits in this
Office, in cash, the sum of Rupees one thousand
two hundred and thirty-four (1,234), which sum
will be forfeited in the event of delay, evasion, or
refusal on his part to execute the necessary deed
of contract when required to do so, on his offer be-
ing accepted; in which latter case he must be
prepared to give unexceptionable bonded security
to the further amount of Rupees four thousand
nine hundred and thirty-six (4,936), which, to-
gether 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 requi-
sitions 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 pur-
chased by this Department, without delay, at his

risk and cost, if it be considered expedient to do
so, and in all such cases thirty (30) per cent.
upon the amount of expenses incurred, or a fine
of from Rupees thirty (30) to two hundred (200),
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 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 mentioned in para.
3 of this Notice will be forfeited to Government.

5. It is also to be understood, that any delay,
negligence, evasion, or refusal on the part of a con-
tractor to make supplies or obey orders, or any at-
tempt 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 Rupees
twenty-five (25), 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 con-
tractor, or an accredited agent on his part, ap-
proved of by the executive Commissariat Officer,
is to attend at this Office during the usual hours
of business, i. e. from 10 A. M. to 5 P. M. daily
(Sundays excepted), also at such other time or
place as may be indicated by the executive
Commissariat Officer, when he may consider it
desirable for the public Service to require such
attendance.

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

8. Bills for articles supplied under this con-
tract 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 satisfac-
tion 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 remit-
ted will be refunded.

10. Any party who, after offering for a con-
tract, 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 document from some person or
persons of unexceptionable character and sufficient
means, guaranteeing the due execution and per-
formance of the contract on his offer being accepted.

11. The annual outlay on the above contract
is estimated at Rupees twenty-four thousand six
hundred and eighty-two (24,682).

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

J. B. RAMSAY, Major,
Acting Deputy Commissary General.
Bombay, Deputy Comm'y. Gen'l's Office,
27th February 1855.

બહાર ખર્ચ.

હીઆથી આપવામાં આવે છે, જે તારીખ ૧૭ મી આવતા મહિનાની ને વાર રાત્રેને દીને અપોરના ખરોચર ક્લાક ૧ વાગતે મુંબઈની કમીસારી આશીસમાં હાસીતાલખામાં આબડી લોકોને વારાતે કપરા વતરોજે આપવાનું કંટરાક્ટ બે વરરાત્રુ વેચવામાં આવશે તે જે તારીખથી કચ્છ કસરો તે તારીખથી ચાલુ કરાગ્યામાં આવશે.

જે રાખરા એ કંટરાક્ટ લેવા ચાહતો હેએ તેણે આએ આફીસમાં ધરોજ ક્લાક ૧૧ થી તે ૫ મુદી અરજ કરે આથી ભાવના લિસ્ટની નકલ તથા તે સિવાએ જે કાંઈ ખચર જોઈશે તે આપવામાં આવશે.

મુંબઈની ડીપટી કમીસારી જનરલ સાહેબની આશીસ તારીખ ૨૭ મી ફેબ્રુઆરી સને ૧૮૫૫ ઇસવી.

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

Notice

Is hereby given, that persons desirous of entering into a contract for SUPPLYING BAMBOOS, RAFTERS, &c. as may be required by the Commissariat Department at the Presidency, for the term of two years from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Friday the 16th proximo, at 1 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and 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 at the Presidency, if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office in cash the sum of Rupees one hundred and eighty-five (185), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees seven hundred and forty-three (743), which, to-

gether 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 (30) per cent. upon the amount of expenses incurred, or a fine of from Rupees thirty (30) to one hundred (100), 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 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 mentioned in paragraph 3 of this notice will be forfeited to Government.

5. It is also to be understood that any delay, 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 Rupees twenty-five (25), at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

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

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

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

10. Any party who, after offering for a con-

tract, 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 document from some person or persons 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 three thousand seven hundred and seventeen (3,717).

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

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

Bombay, Depy. Commy. Gent.'s Office,
27th February 1855.

અહેર ખખર.

હીઆથી આપવામાં આવે છે, જે તારીખ ૧૬ મી આવાતા મહિનાની ને વાર શુકરને દિને ખોરના ખરોખર કલાક ૧ વાગતે સુબાઈની કમીસરી આશીસમાં બાજુ વારા વતરોગે આપવાનું કંટરાક્ટ એ વરસનું વેચવામાં આવશે તે જે તારીખથી કબુલ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટરાક્ટ લેવા ચાહાનો હોએ તેણે આએ આશીસમાં દરરોજ કલાક ૧૧ થી તે ૫ મુધી અરજ કરે-આથી બાવના લિસ્ટની નકલ તથા તે શિવાએ જે કાંઈ ખખર જોઈશે તે આપવામાં આવશે.

સુબાઈની દેખીડી કમીસરી જનરાલ સાહેબની આશીસ તારીખ ૨૭ મી ફેબ્રુઆરી સને ૧૮૫૫ ઇસવી.

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

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY of COFFINS, &c., as may be required by the Commissariat Department at the Presidency, for the term of one year from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. to 5 P. M. daily (Sundays excepted), obtain copies of the schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Thursday the 22nd instant, at 1 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and 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 at the Presidency, if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either

of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees twenty-eight (28), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees one hundred and fifteen (115), 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 (30) per cent. upon the amount of expenses incurred, or a fine of from Rs. thirty (30) to Rs. seventy-five (75), 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 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 mentioned in Paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood, that any delay, 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 Rupees twenty-five (25), at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

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

8. Bills for articles supplied under this con-

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

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

10. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 7 of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons 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 five hundred and seventy-seven (577).

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

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

Bombay, Depy. Comm'y. Gen'l's Office,
7th March 1855.

મહેર ખચર.

હિઆથી આપવામાં આવે છે, જે તારીખ ૨૨ મી ચાલ

તા મહિનાની ને મંગળવારને દિને અપેરના કલાક ૧ વાગતે
મુંબાઈની કમીસારી હાજીરામાં મુરદાની પેટી આપવા વતરો
ગેનુ કંટ્રાક્ટ એક વરરાનુ પેચવામાં આવરો તે ને તારીખથી
કચુલ કરરો તે તારીખથી ચાલુ કરીઆમાં આવરો.

જે રાખરા એ કંટ્રાક્ટ લેના ચાહતો હોએ તેણે આએ
હાજીરામાં દરરોજ કલાક ૧૧ થી તે ૫ થી અરજ કરીઆથી
ભાવના લીસ્ટની નકલ તથા તે શીવાએ જે કાંઈ અખર
જોધરો તે આપવામાં આવરો.

મુંબાઈની દેપીટી કમીસારી જનરાલ સાહેબની
આજીરા તારીખ ૭ મી માર્ચ સને ૧૮૫૫
કરીની.

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

Notice

Is hereby given, that tenders will be received at the Adawlut in Dhoolia, up to 25th March 1855, from persons desirous of contracting for the SUPPLY of PROVISIONS to the Criminal Prisoners (about 250) in the Jail at Dhoolia, from 1st April 1855 to 31st March 1856.

Particulars and conditions may be learnt at the Adawlut.

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

A. ST. J. RICHARDSON,

Session Judge.

Khandeish Adawlut,
Dhoolia, 28th February 1855.

Insolvent Debtors' Court.

Notice is hereby given, that the Petition of the Person hereunder named and described, has been presented to the Court for the Relief of Insolvent Debtors, Bombay, praying, for the benefit of the Act made and passed in the Eleventh Year of Victoria, Chapter XXI. :—

Name.	Profession.	Denomination.	Place of Residence in Bombay.	Date of Petition filed.		
				Day.	Month.	Year.
Bhickajee Essoojee ..	A Labourer in the Mint Department.	Hindoo.	Without the Fort, at Picket, near Washer-man's Tank.	6th	March	1855.

An Order in the matter of the above-named Insolvent's Petition, that the real and personal Estate and Effects of the said Insolvent be vested in the Official Assignee of this Honorable Court, under Clause VII. of the said Act, has been duly made.

Days appointed for Hearing the Petitions of the undermentioned Insolvents.

Names.	Time.		
	Day.	Month.	Hour.
Ragoba Narronjee	1st Monday	April next	11 o'clock.
Vussonjee Ramjee	Ditto	Ditto	Ditto.
Bhickajee Essoojee	Ditto	Ditto	Ditto.
Henry Maher	Ditto	Ditto	Ditto.
Edward Thompson	3rd Monday	May next	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.

Cornelius John de Vaz, 3rd Monday in March instant,	of 15 per cent.
Bappoo Bhugwan,	ditto of 12 per cent.
Appa Dhacooljee,	ditto of 12 per cent.

J. A. McKENZIE,

Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 7th day of March 1855

નાદાર દેવાદારોની ફોરટ મથે.

જાહેર ખર્ચર એ ઉપરથી આપવામાં આવે છે, જે વિગત સાથે એની હેકુળ જે આરામીનું નામ લખ્યું છે, તેને મુંબઈની નાદાર દેણદારોનાં છુટકા કરનારી ફોરટને અરજી આપી છે, તેમાં અરજ એવી છે જે વિકેટરીયાના અગિયારમે વરસે જે ધારો કરીને ઇરાબો છે, તેના એકવિશમાં આખમાંનો ધલાલ મને મળે.

નામ.	ધંધો.	જાત.	રહેવાનું ઠેકાણું મુંબઈમથે.	અરજીઓ દાખલ કરાની તારીખ.		
				દાડા.	માસ.	વરસ.
ભીખાજી એચુજી	ઠેકરાલના ખાતામાં મજૂર..	હીંદુ.	કોટબાહાર ધોભીતલાવપાસે પિકેટ આગલ.	૧ ફે	મારચ.	૧૮૫૫.

ઉપર લખેલા નાદાર દેવાદારોની અરજીની આખતમાં ઘટતી રીતે હુકમ થયો છે, કે ઉપર લખેલા ધારાની સાતમી કલમ પ્રમાણે નાદાર દેવાદાર મજકુરોની ધાવર તથા નંગમ મિલકત તથા ચીજ વસ્ત આ નામદાર ફોરટનાં આફિસિઅલ આસેનીના તાખામાં આવે.

નીચે લખેલા નાદાર દેવાદારની અરજીઓ સાંભળવારાઈ ઇરાબેલા દીવસ.

નામ.	વખત.		
	દાડા.	માસ.	કલાક.
રાધોબા નારણજી	૧ લો સોમવાર.	આવતો એપ્રિલ.	૧૧.
વર્ણાજી રાવજી	એજ.	એજ.	એજ.
ભીખાજી એચુજી	એજ.	એજ.	એજ.
હેનરી મેહેર	એજ.	એજ.	એજ.
એડવર્ડ ગ્રામરાન	૩ લો સોમવાર.	આવતો મેએ.	એજ.

આડા આવનાર દેણદારોએ થોડામાં થોડા સાંભળવાના તણુ દાડા અગાઉ, સોગણનાંમાંથી સાખીત કરેલા પોતાના દાવા હુમારી આપીસમાં દાખલ કરવા નોઈએ, તથા સિરસ્તા પ્રમાણે શી તેઓને આપવી નોઈએ. ઉપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ મિલકતની, ટીપો હુમારી આપીસમાં દાખલ કરાવી છે.

નીચે લખેલા ઇસ્ટિટમાં ફાલા આપવાને ઇરાબીઆ છે તેહેની વિગત.

નામ.	વખત.		
	દાડા.	માસ.	રોંકેડે ટકા.
કારનીલીઅરા જાન ડીવાલ	૩ લો સોમવાર.	ચાલતો માર્ચ.	ટકા. ૧૫
ખાપુ ભગવાન	એજ.	એજ.	ટકા. ૧૨
આપા ધાકુલજી	એજ.	એજ.	ટકા. ૧૨

શ્રી મુંબઈના ફોરટમથે, ફોર્ટના કલાર્કની આપીસમાં, લખી તારીખ ૭ મી માર્ચ સને ૧૮૫૫.

જે. એ. મકેનજી,
ફોર્ટના કલાર્ક સહી.

(True Translation)
J. FLYNN, Chief Translator.

POST OFFICE NOTICES.**OVERLAND MAIL.**

The Overland Mail, *viâ* Marseilles and *viâ* Southampton, per P. & O. Company's Steamer, will be closed on MONDAY the 19th instant, at 6 o'clock P. M.

An After-Packet will be kept open until half-past 7 o'clock P. M., for Bearing Letters only, on the usual terms.

Letters for the United Kingdom, directed *viâ* Marseilles, cannot be prepaid in this country. Prepayment of Steam Postage on Letters *viâ* Southampton is optional.

Steam Postage on all Letters for Foreign Europe, *viâ* Marseilles or *viâ* Trieste, and for the United Kingdom, *viâ* Trieste, as well as for places in the Mediterranean, Egypt, and Suez, must be prepaid.

Letters for the United Kingdom directed *viâ* Trieste, if posted unpaid, (or insufficiently paid by Stamps,) will be forwarded to London *viâ* Marseilles. Those for Foreign Europe will be sent to London *viâ* Southampton, bearing the full amount of Postage due thereon; and Letters for places in Egypt and the Mediterranean will be detained, and treated as unclaimed Letters.

No Money will be received in payment of Postage, which must be paid by Stamps.

Letters for Aden, despatched by the P. & O. Company's Steamers, are chargeable with Steam Postage; Newspapers can be sent free.

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

Packets for CALICUT, per H. C. Sloop "FALKLAND," will be closed TO-MORROW, at 11 o'clock A. M.

Bombay, General Post Office, 7th March 1855.

W. BLOWERS,
Deputy Post Master General.

POSTAL NOTICE.

From Monday the 11th instant, the MAILS for TANNA, KHANDISH, and the NORTH-WEST LINE will be CLOSED on Week-days at 3 P. M. instead of at 2 P. M., and on Sundays at 1 P. M.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
5th September 1854.*

POSTAL NOTICE.

It is hereby notified, for public information, that Letters addressed to Foreign Europe *viâ* Marseilles or Trieste, on which prepayment of Steam Postage is compulsory, will, if not prepaid by Stamps, be sent to England *viâ* Southampton, to be thence despatched bearing Steam Postage.

DUNCAN DAVIDSON,
Post Master General.

*Post Master General's Office,
20th January 1855.*

POSTAL NOTICES.

The BUSINESS of the BOMBAY POST OFFICE having been MADE OVER exclusively to the charge of the Deputy Post Master General, all parties having occasion to write on any matter connected therewith are requested to address that Officer direct, in the first instance.

Bombay, 21st November 1854.

Parties who may desire to send or call at the Post Office for their Overland Letters, are requested to register their Names; otherwise the Letters will be sent out for delivery by the Post Office Peons.

No Bearing Letters will be delivered except on immediate payment of the Postage.

Bombay, 16th December 1854.

The Public are warned against enclosing Bank Notes, Cheques, and other Valuables, in Letters, for transmission by Post. The least that parties can do who make up their minds to risk loss in this way, is to register the Letters at the Post Office, which is effected by payment of a Fee of Four Annas on each Letter, when a Receipt will be granted for it.

Bombay, 19th February 1855.

As many Letters and Communications, which have sole reference to the business of the Bombay Post Office, continue to come to the address of the Post Master General from Mofussil Offices, and others which ought to be addressed to the Deputy Post Master General in charge of the Bombay Post Office, come to the address of the Post Master General, and thereby much delay and inconvenience arise in the transaction of business, it is requested with reference to the Advertisement in Government Gazette, dated the 21st November 1854, notifying that the business of the Bombay Office had been made over to the Deputy, that care be taken in addressing properly all Letters and Communications, either to the Post Master General, or to the Deputy Post Master General, according as the business to which they refer has to be attended to and disposed of by either. It is requested that instructions to this effect be issued to all subordinate Offices.

Bombay, 21st February 1855.

The attention of the Public is particularly requested to Clause XVII. of the New Post Office Rules, and likewise to Section XXXVII. of Post Office Act No. XVII. of 1854.

"Clause XVII.—The Delivery Peons are prohibited from going out of their usual course to deliver Letters, Papers, or Parcels, and from delivering them without immediate payment of the exact amount of Postage; and they are not bound to give change. Should they be subject to detention, they are not to deliver the Letters, Papers, or Parcels, but to return them in the evening to the Post Office, for delivery the following day."

"Section XXXVII.—If any person shall refuse to pay any Postage which he is legally bound to pay, for any Letter, or other article, the same may be recovered, by any Officer in charge of a Post Office, in the same manner as a fine may be recovered under this Act (*that is, by distress and sale of property*); and it shall be lawful to withhold from the person so refusing, until such Postage be paid, any other Letter or Packet addressed to that person."

2. No Letters will be delivered at the Post Office, except on *immediate payment* of Postage; and any complaints that parties may have to make should be preferred, in the first instance, to the Deputy Post Master General.

Bombay, 28th February 1855.

DUNCAN DAVIDSON,
Post Master General.

POSTAL NOTICE.

Table showing the proposed Movements of the Contract Packets of the Peninsular and Oriental Steam Navigation Company, on the Bi-Monthly Service between India, Aden, and China.

Steamer leaves Bombay for Aden.	Steamer leaves Bombay for Galle, Penang, Singapore, Hong-Kong, and Australian Colonies.	Steamer leaves Calcutta for Penang, Singapore, Hong-Kong, and Australian Colonies.
3rd January. 17th January. 3rd February. 17th February. 6th March. 20th March.	2nd February. 5th March. 5th April. 3rd May.	4th March. 4th April.

The Postal Notice regarding the despatch of Overland Mails, dated 15th August 1854, is cancelled.

Parties wishing to transmit Letters *via* Calcutta to China, the Straits Settlements, and Australian Colonies, should allow full time for transit to Calcutta, so as not to arrive there too late for the Steamers. The Calcutta Steamers arrive at Hong-Kong about five days in advance of those from Bombay.

Letters for Aden are chargeable with Steam Postage.

DUNCAN DAVIDSON,
Post Master General.

Postmaster General's Office,
13th December 1854.

NOTE. N. B.—The Mails will be closed at the Bombay Post Office the previous evening, at 6 o'clock; an After-Packet will be kept open until half-past 7 o'clock.

POSTAL NOTICE.

With reference to the Postal Notice dated the 13th December, the following is a List of DATES fixed for the DEPARTURE of the CONTRACT MAIL STEAM PACKETS of the P. & O. Company from Bombay to Aden, for 1855:—

Steamers leave Bombay on

17th February.	30th July.
6th March.	13th August.
20th March.	30th August.
3rd April.	13th September.
17th April.	4th October.
28th April.	18th October.
12th May.	3rd November.
28th May.	17th November.
11th June.	4th December.
27th June.	18th December.
11th July.	

As a general rule, the Mails will be closed at the Bombay General Post Office the previous evening at 6 o'clock, an After-Packet being kept open until half-past 7 o'clock.

DUNCAN DAVIDSON,
Post Master General.

Bombay, 14th February 1855.

No. 331.

FORT WILLIAM, HOME DEPARTMENT,
The 13th February 1855.

The Most Noble the Governor General in Council is pleased to direct the following addition to be made to List No. 2, published under date the 29th September last, of parties authorised to send by Post, without actual payment of Postage, all Letters, Packets, or Parcels, *bonâ fide* and exclusively on the Public Service:—

LIST No. 2.

Superintendents of Elephant Keddahs. } To Commissariat Officers, or the Civil Officers of the District in which their operations may be conducted.

By order of the Governor General in Council,

(Signed) CECIL BEADON,
Secretary to the Government of India.

Republished for general information.

DUNCAN DAVIDSON,
Post Master General.

Post Master General's Office,
Bombay, 5th March 1855.

Notice.

The following is republished for the notice and attention of those concerned:—

GENERAL DEPARTMENT.

The Right Honorable the Governor in Council is pleased to enjoin a strict observance by all Public Officers under this Presidency of the Post Office Rules XXIX. and XXXVI., which direct that Public Despatches be compactly made up and of as small size as possible, and to prohibit the transmission by Post of useless papers and thick and heavy envelopes.

With reference to Section XIV. of the Post Office Act, the Government of India have resolved that, in cases of emergency, Letters exceeding in weight Twelve Tolas may be conveyed by Letter Post, on the written requisition of a Secretary to Government.

Heads of Offices will be held responsible that their subordinates are made acquainted with the matter of this Notification.

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

(Signed) W. HART,
Secretary to Government.

Bombay Castle, 27th December 1854.

(True copy)

DUNCAN DAVIDSON,
Post Master General.

Post Master General's Office,
Ahmedabad, 1st February 1855.

POSTAL NOTICE.

The Sorting Establishment at Kamptee has been transferred to the Nagpore Post Office; and Notice is hereby given to all Officers in charge of Post Offices, to address to Nagpore such Despatches as they have hitherto been in the habit of sending to Kamptee to be sorted.

DUNCAN DAVIDSON,
Post Master General.

Post Master General's Office,
20th February 1855.

Post Office Notice.

According to the instructions of Her Majesty's Post Master General, Postage must be levied in advance on all News papers and Prices Current sent from India by the Peninsular and Oriental Company's Contract Mail Steamers to places in the Indian Seas which are not British Possessions. The Postage Charge is One Penny, *i. e.* Nine Pie on Newspapers, and Two Pence, *i. e.* One Anna and a half on Prices Current. The Postage on Newspapers must be paid in Money. Postage on Letters must be paid by Stamps fixed to the Letter.

Annexed is a corrected Table, to be substituted for that published in the *Calcutta Government Gazette* of the 7th October:—

Table showing the Routes by which, and the chief Places to which Letters can be sent from India, by Her Majesty's Contract Mail Steamers, and also the Rules relating to the Payment of British Postage in India.

Route.	Names of Places.	Rules regarding payment of British Postage on Letters.	Postage on Newspapers and Price Currents.
Red Sea ...	Suez ... Cairo ... Alexandria, or any other place in Egypt ... Malta ... Gibraltar ... Greece, Levant, and Foreign Europe ...	Postage must be pre-paid.	Free.
Via Southampton ...	Great Britain ... United States, Canada ... Foreign Europe ...	Postage can be pre-paid or not, at the option of the sender ... Cannot be pre-paid ... Ditto ...	Free.
Via Marseilles ...	Great Britain ...	Cannot be pre-paid	Free.
Via Trieste ...	Foreign Europe ...	Must be pre-paid	
	Great Britain ...	Ditto	
	Foreign Europe ...	Ditto	
Indian Seas ...	Calcutta ... Bombay ... Madras ... Ceylon ... Aden ... Malacca ... Penang ... Singapore ... Hong-Kong ...	Can be pre-paid or not, at the option of the sender ...	Newspapers Free; Price Currents One Penny (Nine Pie).
Via Galle or Singapore.	Mauritius ... Cape of Good Hope ... Australian Colonies ...	Must be pre-paid	Newspapers Free; Price Currents One Penny (Nine Pie).
Via Galle or Singapore.	China (except Hong-Kong) ... Manilla ... Batavia ... Java ... Bourbon ... Any place not a British possession ...	Must be pre-paid	Postage to be pre-paid, on Newspapers One Penny, Price Currents Two Pence, <i>i. e.</i> Nine Pie and One Anna and Six Pie. Only one Paper can be sent in one Cover.

Camp, 27th December 1854.

(Signed) H. B. RIDDELL,
Director General of the Post Office in India.

Notice.

With reference to the Postal Notice dated the 13th ultimo, the Public are informed that, under recent arrangements, the MONTHLY MAIL for CHINA from Calcutta will be closed at the Calcutta Post Office 24 hours after the arrival there of the English Overland Mail, about the 1st of

each month. Parties wishing to send Letters by that opportunity from Bombay, are requested to post them on or before the 22nd, except in the Monsoon, when 3 days more should be allowed.

DUNCAN DAVIDSON,
Post Master General.

Baroda, 24th January 1855.

Notice

Is hereby given, that persons desirous of entering into contracts for **SUPPLYING** such Articles of **PROVISIONS** embraced in the following schedules as may be required by the Commissariat Department at Sholapore, from 1st April 1855 to 31st March 1856, 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 Gram, cleaned, 1st sort.

No. 2, For Kurbee, without roots.

No. 3, For the supply of Hospital Clothing.

2. Verbal offers for the contracts will be received at this Office on Monday the 19th March 1855, 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 are to be delivered, in the first instance at the Commissariat Stores at Sholapore 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.

3. No person will be allowed to bid for any contract unless he previously deposits in this Office, in cash, the sum exhibited opposite the schedule referring thereto, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security, to the further amount shown opposite each schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract:—

	Deposit before Bidding.	Bonded Security on acceptance of any Offer.
For List No. 1, Co.'s Rs. 1,500	Co.'s Rs. 6,000	
„ No. 2, „ 64	„ 255	
„ No. 3, „ 66	„ 263	

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 thirty (30) per cent. upon the amount of expenses incurred, or a fine of Rupees fifty (50), 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 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 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 Rupees twenty-five (25), at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

7. Any party whose offer is accepted will be required to produce his sureties for the approval of the Civil or Cantonment Authorities, as may be necessary, within fifteen days from the date of the acceptance of his offer, or the contract will be resold. No reason will be stated for rejecting any security offered.

8. Bills for articles supplied under this contract must be preferred within one month from the date of the delivery of the articles, in default of which the 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.

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

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

11. The person whose offer for the Gram contract may be accepted will be required to keep in the Commissariat Godowns in the Fort a supply equal to at least the estimated consumption for three months.

12. The annual outlay on the above contract is estimated as follows:—

No. 1.....Rs. 30,000

No. 2.....„ 1,277

No. 3.....„ 1,316

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

M. W. WILLOUGHBY, 2nd Lieut.,
1st Class Commissariat Agent.

Commissariat Office, Sholapore,
16th January 1855.

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 2nd March 1855.

No. 195 of 1855.—The following Native promotions are made :—

27th Regt. N. I.	Date of Rank.
Jemedar Daood Beg to be Subedar, and Color Havildar Ruhim Khan to be Jemedar, in succession to Sook Lail Sing, pensioned	1st January 1855.
Drill Havildar Baijnath Tewary to be Jemedar, vice Jackey, pensioned	Do. do.

Bombay Castle, 3rd March 1855.

No. 196 of 1855.—Lieutenant M. S. Green, of the 16th Regt. N. I., Second in Command of the 2nd Regt. Scinde Irregular Horse, is allowed a furlough to Europe for fifteen months, on Medical certificate, under the new Furlough Regulations.

Bombay Castle, 5th March 1855.

No. 197 of 1855.—The discharge from the Service of Private Joseph Clements, of the 1st European Regiment (Fusiliers), sanctioned in G. O. No. 554, dated 19th August last, is, at his own request, cancelled.

Bombay Castle, 7th March 1855.

No. 198 of 1855.—Surgeon M. Thompson is allowed a furlough to Europe for two years, on private affairs, under the new Furlough Regulations.

No. 199 of 1855.—The following Native promotions are made :—

7th Regt. N. I.	Date of Rank.
Jemedar Shaik Murden to be Subedar, and Color Havildar Shaik Hoossein to be Jemedar, in succession to Dawood Khan, pensioned	1st January 1855.
Jemedar Govind Mater to be Subedar, and Color Havildar Aman Sing to be Jemedar, in succession to Gokul Patuck, pensioned	Do. do. do.
Jemedar Yenkut Ram to be Subedar, and Havildar Jumall Khan to be Jemedar, in succession to Shaik Annoo, pensioned	Do. do. do.
Havildar Lucknac Poonnac to be Jemedar, vice Gunga Sing, pensioned	Do. do. do.

No. 200 of 1855.—The following appointment is made :—

Lieutenant C. O. Maude, of the 7th Regt. N. I., to be a Deputy Judge Advocate General on the Establishment, vice Remington, proceeding to Europe on furlough.

No. 201 of 1855.—Lieutenants T. D. Fraser and M. F. Wainwright, of the 15th Regt. N. I., having been declared incapable of performing the active duties of their profession, are transferred to the Invalid Establishment, at their own request ; the former with permission to reside and receive his pay and allowances at any Station within the limits of the Presidency.

No. 202 of 1855.—Lieutenant G. Winscom, of the Madras Engineers, is allowed a furlough to Europe for fifteen months, on Medical certificate, under the new Furlough Regulations.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

MARINE DEPARTMENT.

Bombay Castle, 2nd March 1855.

No. 37 of 1855.—John Corrigan, Journeyman Apprentice, is promoted to 4th Class Naval-trained Engineer, from the 9th November 1854.

No. 38 of 1855.—The Honorable the Court of Directors have permitted the undermentioned Officers to remain in England for the further periods stated opposite their names, for the recovery of their health :—

Mr H. H. Davies (Mate), till the end of July 1855.

Mr. E. H. Pennington (Midshipman), till the end of March 1855.

Bombay Castle, 7th March 1855.

No. 39 of 1855.—The Honorable the Court of Directors have appointed Mr. John Potts Antram, now in India, a Captain's Clerk for the Indian Navy, subject to his producing the Certificates required by the Regulations.

Notice

Is hereby given, that persons desirous of entering into contracts for **SUPPLYING** such Articles of **PROVISIONS** embraced in the following schedules as may be required by the Commissariat Department at Sholapore, from 1st April 1855 to 31st March 1856, 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 Gram, cleaned, 1st sort.
- No. 2, For Kurbee, without roots.
- No. 3, For the supply of Hospital Clothing.

2. Verbal offers for the contracts will be received at this Office on Monday the 19th March 1855, 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 are to be delivered, in the first instance at the Commissariat Stores at Sholapore 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.

3. No person will be allowed to bid for any contract unless he previously deposits in this Office, in cash, the sum exhibited opposite the schedule referring thereto, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security, to the further amount shown opposite each schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract:—

	Deposit before Bidding.	Bonded Security on acceptance of any Offer.
For List No. 1, Co.'s Rs. 1,500	Co.'s Rs. 6,000	
" No. 2, "	64	" 255
" No. 3, "	66	" 263

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 thirty (30) per cent. upon the amount of expenses incurred, or a fine of Rupees fifty (50), 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 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 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 Rupees twenty-five (25), at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

7. Any party whose offer is accepted will be required to produce his sureties for the approval of the Civil or Cantonment Authorities, as may be necessary, within fifteen days from the date of the acceptance of his offer, or the contract will be resold. No reason will be stated for rejecting any security offered.

8. Bills for articles supplied under this contract must be preferred within one month from the date of the delivery of the articles, in default of which the 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.

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

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

11. The person whose offer for the Gram contract may be accepted will be required to keep in the Commissariat Godowns in the Fort a supply equal to at least the estimated consumption for three months.

12. The annual outlay on the above contract is estimated as follows:—

No. 1.....	Rs. 30,000
No. 2.....	" 1,277
No. 3.....	" 1,316

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

M. W. WILLOUGHBY, 2nd Lieut.,
1st Class Commissariat Agent.
Commissariat Office, Sholapore,
16th January 1855.

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 2nd March 1855.

No. 195 of 1855.—The following Native promotions are made :—

27th Regt. N. I.

Date of Rank.

Jemedar Daood Beg to be Subedar, and Color Havildar Ruhim Khan to be Jemedar, in succession to Sook Lall Sing, pensioned	1st January 1855.
Drill Havildar Baijnath Tewary to be Jemedar, vice Jackey, pensioned	Do. do.

Bombay Castle, 3rd March 1855.

No. 196 of 1855.—Lieutenant M. S. Green, of the 16th Regt. N. I., Second in Command of the 2nd Regt. Scinde Irregular Horse, is allowed a furlough to Europe for fifteen months, on Medical certificate, under the new Furlough Regulations.

Bombay Castle, 5th March 1855.

No. 197 of 1855.—The discharge from the Service of Private Joseph Clements, of the 1st European Regiment (Fusiliers), sanctioned in G. O. No. 554, dated 19th August last, is, at his own request, cancelled.

Bombay Castle, 7th March 1855.

No. 198 of 1855.—Surgeon M. Thompson is allowed a furlough to Europe for two years, on private affairs, under the new Furlough Regulations.

No. 199 of 1855.—The following Native promotions are made :—

7th Regt. N. I.

Date of Rank.

Jemedar Shaik Murden to be Subedar, and Color Havildar Shaik Hoossein to be Jemedar, in succession to Dawood Khan, pensioned	1st January 1855.
Jemedar Govind Mater to be Subedar, and Color Havildar Aman Sing to be Jemedar, in succession to Gokul Patuck, pensioned	Do. do. do.
Jemedar Yenkut Ram to be Subedar, and Havildar Jumall Khan to be Jemedar, in succession to Shaik Annoo, pensioned	Do. do. do.
Havildar Lucknac Poonnac to be Jemedar, vice Gunga Sing, pensioned	Do. do. do.

No. 200 of 1855.—The following appointment is made :—

Lieutenant C. O. Maude, of the 7th Regt. N. I., to be a Deputy Judge Advocate General on the Establishment, vice Remington, proceeding to Europe on furlough.

No. 201 of 1855.—Lieutenants T. D. Fraser and M. F. Wainwright, of the 15th Regt. N. I., having been declared incapable of performing the active duties of their profession, are transferred to the Invalid Establishment, at their own request ; the former with permission to reside and receive his pay and allowances at any Station within the limits of the Presidency.

No. 202 of 1855.—Lieutenant G. Winscom, of the Madras Engineers, is allowed a furlough to Europe for fifteen months, on Medical certificate, under the new Furlough Regulations.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

MARINE DEPARTMENT.

Bombay Castle, 2nd March 1855.

No. 37 of 1855.—John Corrigan, Journeyman Apprentice, is promoted to 4th Class Naval-trained Engineer, from the 9th November 1854.

No. 38 of 1855.—The Honorable the Court of Directors have permitted the undermentioned Officers to remain in England for the further periods stated opposite their names, for the recovery of their health :—

Mr H. H. Davies (Mate), till the end of July 1855.

Mr E. H. Pennington (Midshipman), till the end of March 1855.

Bombay Castle, 7th March 1855.

No. 39 of 1855.—The Honorable the Court of Directors have appointed Mr. John Potts Antram, now in India, a Captain's Clerk for the Indian Navy, subject to his producing the Certificates required by the Regulations.

No. 40 of 1855.—Mr. William Charge Booth, Volunteer, arrived from England on the 25th ultimo, by the Honorable Company's Steam-vessel "Queen."

No. 41 of 1855.—Mr. Lindsay Wilson, Captain's Clerk, is allowed a furlough to Europe for one year, on Medical certificate.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,
Secretary to Government.

Civil Appointments, &c.

JUDICIAL DEPARTMENT.

Bombay Castle, 27th February 1855.

Mr. R. S. Bagshaw to officiate as Joint Judge and Session Judge of Ahmedabad, until further orders.

Bombay Castle, 2nd March 1855.

The services of Lieutenant C. O. Maude, Acting Superintendent of Police, Kaira, are placed at the disposal of the Commander of the Forces.

Bombay Castle, 7th March 1855.

The Judge of the Concan returned to the Sudder Station on the 26th ultimo, from his tour of inspection of the Moonsiffs' Courts in his Zillah.

Mr. P. W. LeGeyt, Judge and Session Judge of Poona, and Agent for Sirdars in the Deccan, delivered over charge of the Adawlut at that Station to his Assistant, Mr. White, on the 2nd instant.

Mr. C. M. Harrison, Judge and Session Judge of Sholapore, delivered over charge of the Adawlut at that Station to the Deputy Magistrate, on the 1st instant.

By Order of the Right Honorable the Governor in Council,

H. L. ANDERSON, *Secretary to Government.*

TERRITORIAL DEPARTMENT,

REVENUE.

Bombay Castle, 2nd March 1855.

The leave of absence for three months granted to Mr. R. Spooner, Collector of Rutnagherry, under date the 17th January last, is cancelled.

Mr. R. Spooner, Officiating Commissioner of Customs, Salt, and Opium, is allowed leave of absence for one month, under Section XIII. of the new Absentee Rules, to proceed to Mahabeshwur, on private affairs.

Bombay Castle, 6th March 1855.

Mr. T. A. Compton, Acting Sub-Collector of Nassick, has been allowed an extension, for five days, of the leave of absence granted to him under date the 17th ultimo.

Mr. E. C. Jones, Collector of Poona, has been allowed to remain in the Districts of that Collectorate, on duty, until the close of the fair season.

Bombay Castle, 7th March 1855.

The leave of absence for one month, under Section XIII. of the new Absentee Rules, to proceed to Bombay on private affairs, granted to Mr. W. H. Havelock, 1st Assistant to the Collector and Magistrate of Belgaum, under date the 27th January last, is cancelled, at that Officer's request.

By Order of the Right Honorable the Governor in Council,

H. YOUNG, *Offy. Chief Secretary.*

GENERAL DEPARTMENT.

Bombay Castle, 23rd February 1855.

Mr. J. Moriarty, of the Civil Service, has been permitted to proceed to the Presidency, for the purpose of appearing before a Special Committee, for examination in the Guzerattee language.

Bombay Castle, 3rd March 1855.

Mr. F. Rouget, Uncovenanted Assistant to the Secretary to Government in the General and Ecclesiastical Departments, is allowed leave of absence for fifteen months from the 1st March 1855, to proceed to Europe, on Medical certificate.

Bombay Castle, 7th March 1855.

The Honorable the Court of Directors have appointed the undermentioned gentlemen Members of the Bombay Civil Service:—

Mr. Arthur Travers Crawford.
Mr. John Elphinston.

They have also permitted Messrs. George Inverarity and W. A. Goldfinch to return to their duty on the Civil Establishment of this Presidency.

Mr. E. Pratt has been appointed to act as Uncovenanted Assistant to the Secretary to Government in the General and Ecclesiastical Departments.

Mr. F. G. Harrison, Post Master in Guzerat, having been absent from his Station (under the leave for six months granted to him on the 16th August last) only from the 1st November 1854 to 16th February 1855, the unexpired portion of that leave is cancelled.

Surgeon T. B. Larkins is temporarily relieved of his duties as Civil Surgeon at Ahmedabad.

The Medical Officer in charge of the Guzerat Irregular Horse to perform the Civil Medical duties at Ahmedabad, until further orders.

The undermentioned Medical Officers are appointed to act as Assessors at the approaching Examination of Candidates for the Diploma of Graduate in the Grant Medical College:—

Surgeon Stovell.
Surgeon Arbuckle.
Assistant Surgeon Mead.

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 7th March 1855.

The Reverend G. Cook, Senior Minister of Saint Andrew's Church, resumed charge of his duties at the Presidency on the 3rd instant.

PUBLIC WORKS DEPARTMENT.

Bombay Castle, 7th March 1855.

Mr. Woodhouse has been appointed an Assistant Engineer for the Survey of Roads in Scinde, from the 23rd November 1854.

Captain M. K. Kennedy, of the Engineers, to be Civil Engineer at Sattara, in succession to Captain Hart, proceeding to Europe on furlough.

By Order of the Right Honorable the Governor in Council,
W. HART, Secretary to Government.

PACKETS.

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

NAMES OF VESSELS.	AGENTS' NAMES.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	WHERE TOUCHING.
Madras	P. & O. Steam Navigation Company..	8th instant	Aden.	
P. & O. Company's Steamer..	Ditto ditto ditto ..	20th ditto	Ditto.	
Victoria	Bombay Steam Navigation Company..	12 hours after the arrival of the Overland Mail	Kurrachee.	
Dowthorpe	Messrs. Remington & Co.	Dispatch	Hull.	
James Russell	" Ritchie, Stewart, & Co.	8th instant	Liverpool.	
Mary Spencer	" W. and A. Graham & Co.	12th ditto	Wharfedale.	
Nymph	" Rennie, Scovell, & Co.	9th ditto	London	Cape of Good Hope.

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

Bombay, General Post Office, 7th March 1855.
W. BLOWERS,
Deputy Post Master General.

LIST OF PACKETS made up during the last Week at the Bombay General Post Office, for despatch by the following Vessels:—

NAMES OF VESSELS.	DATE OF DESPATCH.	TO WHAT PORT.
Norna	4th instant	China.
Ganges	5th ditto	Aden.
Paul Johan	6th ditto	Hong-Kong.
Salamuttee	6th ditto	Bushire.
Sir J. R. Carnac	6th ditto	Surat.

Bombay, General Post Office, 7th March 1855.
W. BLOWERS,
Deputy Post Master General.

JUDICIAL DEPARTMENT.

Under the provisions of Regulation VI. of 1834, the Right Honorable the Governor in Council has sanctioned the closing of all the Civil Courts in the Sattara Territory, for a period of six weeks from the 1st instant.

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

H. L. ANDERSON,
Secretary to Government.

Bombay Castle, 7th March 1855.

PUBLIC WORKS DEPARTMENT.

All the functions hitherto exercised by the Military Board, in the Public Works Branch of their Office, have been transferred to Colonel Waddington, as Chief Engineer of Public Works, from the 1st instant.

Audit of Bills and Accounts by the Chief Engineer of Public Works, under the signature of his Assistant, will be valid under the provisions of this Notification.

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

W. HART,
Secretary to Government.

Bombay Castle, 7th March 1855.

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY of ARTICLES of IRONMONGERY, of Country Manufacture, as may be required by the Commissariat Department at the Presidency, for the term of two years from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Friday the 23rd instant, at 1 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and 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 at the Presidency if required, and afterwards to the indenting departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded; and that the same are liable to examination and rejection by the Executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees twenty-three (23), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted, in which latter case he must be prepared to give unexceptionable bonded

security to the further amount of Rupees ninety-four (94), 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 (30) per cent. upon the amount of expenses incurred, or a fine of from Rupees thirty (30) to one hundred and fifty (150), 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 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 mentioned in paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood, that any delay, 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 Rupees twenty-five (25), at the option of the Executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

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

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

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

10. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in clause 7th of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons 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 four hundred and seventy (470).

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

R. J. SHAW, Major,
Assist. Commissary General, in Charge.

Bombay, Depy. Commy. Genl.'s Office,
7th March 1855.

અહિર ખાતર.

હિઆથી આપવામાં આવેછે જે તારીખ ૨૩ મી આલતા મહિનાની ને વાર શુકરને રીને ખુશરના યોગ્ય ૧ વાગે તે સુબાહની કમીસારી હાજીરામાં લોહારની નજરો ગામડી બનાવેલીનું કંટાકટ એ વરસાનું વેચવામાં આવશે તે જે તારીખથી કુચ્છ કરશે તે તારીખથી આશુ કરીઆમાં આવશે.

જે રાખરા એ કંટાકટ લેવા આહાતો હોએ તેણે આએ આજીરામાં દરરોજ કલાક ૧૧ થી તે ૫ થી સ્પર્શ કરીઆ થી ભાવના લીસ્ટની નકલ તથા તે શીવાએ જે કાંઈ ખાતર લોહરો તે આપવામાં આવશે.

સુબાહની ડેપીક્ટરી કમીસારી નજરણ શહેબની
હાજીરા તારીખ ૭ મી માર્ચ રાને ૧૮૫૫
ધરિની.

R. J. SHAW, Major,
Assist. Commissary General, in Charge.

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY of ARTICLES of IRONMONGERY, of Europe Manufacture, as may be required by Commissariat Department at the Presidency, for the term of two years from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Saturday the 24th instant, at 1 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and 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 at the Presidency if required, and afterwards to the indenting departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded; and that the same are liable to examination and rejection by the Executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the

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

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees sixty-eight (68), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees two hundred and seventy-three (273), 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 (30) per cent. upon the amount of expenses incurred, or a fine of from Rupees thirty (30) to two hundred (200), 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 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 mentioned in Paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood that any delay, 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 Rupees twenty-five (25), at the option of the Executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding clause, no further penalty shall be leviable under this clause.

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

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

8. Bills for articles supplied under this contract must be preferred within one month from the

date of the delivery of the articles, in default of which the contractor will forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appear, to the satisfaction of the Commissary General, that the delay was unavoidable.

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

10. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 7th of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons 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 one thousand three hundred and sixty-eight (1,368).

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

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

Bombay, Depy. Comm'y. Gen'l's Office,
7th March 1855.

બહાર ખબર.

હિઆથી આપવામાં આવે છે ને તારીખ ૨૪ મી ચાલ-
તા મહિનાની ને વાર રાત્રીને દિને બપોરના બપોર ૧ વા-
ગેતે મુંબાઈની કમિસરી આશીરામાં લોહોરાની બનશો વે-
લાતી બનાવેલીનું કંટરાક્ટ બે વરસાનું વેચવામાં આવશે તે
ને તારીખથી કચ્છ કરશે તે તારીખથી ચાલુ કરીયામાં
આવશે.

ને રાખરા એ કંટરાક્ટ લેવા માહાતો હોએ તેણે આએ
આશીરામાં દર રોજ કલાક ૧૧ થી તે ૫ થુથી અરજ કરી-
આથી ભાવના લિસ્ટની નકલ તથા તે શિવાએ ને કાંઈ
ખબર જોઈશે તે આપવામાં આવશે.

મુંબાઈની પ્રીક્ટરી કમીસરી બનરાજ શાહેબની
આશીરા તારીખ ૭ મી માર્ચ રાને ૧૮૫૫
ધરાવી.

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

Notice

Is hereby given, that persons desirous of enter-
ing into a Contract for the SUPPLY of MISCELLA-
NEOUS ARTICLES, of Country Manufacture, as per
Schedule No. 3, as may be required by the
Commissariat Department at the Presidency,
for the term of two years from the date of the
acceptance of the offer, may, on application at
this Office from 11 A. M. till 5 P. M. daily (Sundays
excepted), obtain copies of the schedule or list of
prices, and such information relating thereto as
they may require.

2. Verbal offers for the contract will be re-
ceived at this Office on Wednesday the 28th instant,
at 1 o'clock precisely, when bidders will be requir-
ed to bid a per-centage above or below the prices
exhibited in the above list at which the supply will

be made, on the understanding that the articles
supplied are to be of unexceptionable quality, and
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 Commis-
sariat Stores at the Presidency 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 Com-
missariat Officer, or by the indenting or receiving
Officer; or by a Committee of Officers appointed
on the part of Government, in the event of the
contractor being dissatisfied with the decision of
the above Officers, or either of them; it being
understood that the decision of such Committee is
to be final, and binding on all parties.

3. No person will be allowed to bid for the
contract unless he previously deposits in this Office,
in cash, the sum of Rupees four hundred and
seventy-five (475), which sum will be forfeited in
the event of delay, evasion, or refusal on his part
to execute the necessary deed of contract when
required to do so, on his offer being accepted, in
which latter case he must be prepared to give
unexceptionable bonded security to the further
amount of Rupees one thousand nine hundred and
three (1,903), 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 requis-
itions 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 (30) per cent. upon the amount
of expenses incurred, or a fine of from Rupees
thirty (30) to two hundred (200), 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 con-
stitutes 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
mentioned in paragraph 3 of this Notice will be
forfeited to Government.

5. It is also to be understood that any delay,
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 Rupees
twenty-five (25), 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 con-
tractor, or an accredited agent on his part, approved

of by the Executive Commissariat Officer, is to attend at this Office during the usual hours of business, i. e. from 10 A. M. to 5 P. M. daily (Sundays excepted), also at such other time or place as may be indicated by the Executive Commissariat Officer, when he may consider it desirable for the public service to require such attendance.

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

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

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

10. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in clause 7th of this Notice, will be interdicted from bidding on future occasions, unless he produces a document from some person or persons 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 nine thousand five hundred and seventeen (9,517).

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

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

Bombay, Depy. Comm. Genl's Office,
7th March 1855.

अडेर पथर.

हिआथी आपवाभां आवे छे ते तारीख २८ भी सालता महीनानी ने शुधवारने दिने अपोरना अरोपर कलाक १ वागते मुंआधनी कमीरारी आशीरामां तरेवार गाभरी अनावेसी ननरो आपवानु कंठराकट नंअर ३ रिदीडल परमाछे मे वरशानु बेयवाभां आवरो ते ते तारीखथी कयुल करे ते तारीखथी यासु क्रीआभां आवरो.

ने शपरा मे कंठराकट देवा याहातो होअमे तेले आअमे आशीरामां दरोर कलाक ११ थी ते ५ शुधी अरन क्रीआथी भावना लिस्टनी नकल तथा ते शिवाअमे ले कंठअपर लोहरो ते आपवाभां आवरो.

मुंआधनी डेपुटी कमीरारी ननराल शाहेमनी
आशीर तारीख ७ भी मार्च राने १८५५
धरवी.

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

Notice.

Sealed tenders are invited by the Agent for Gunpowder, at Mazagon, on the 31st March, for the Supply of dry KEETA FIREWOOD of mixed de-

scriptions, viz. Khair, Ayen, Kurmul, and Babool Wood. The supply is to be made daily, and brought to the premises free of expense, and then weighed. The contract to continue for twelve months from the date of acceptance of tender. The contractor will receive payment monthly for his supply of Wood.

Any party whose tender is accepted will be required to deposit Rs. three hundred (300), for the just fulfilment of his agreement. The tenders must specify the rates per candy of 7 cwt., and no reason will be assigned for the rejection of any tender.

E. A. FARQUHARSON, Lieut. Col.,
Agent for Gunpowder.

Gunpowder Manufactory, Bombay,
7th March 1855.

अडेर पथर.

मुंअर मे अर तथा अरन तथा करमल तथा बाधुल मे न तना मुकां क्रीआना भावनां लाकडां पुरा पाडवा आपतना जोहिरपंध अरनी तारीख ३१ भी मार्च सने १८५५ ने दिने मयगांभमां अंधुकना दाइना अरन खरो.— सदहुं लाकडां दररोर सदहुं कुडुछे पोहोआडीने लोअमी आपवां. पोहोआड वा नो अरन पोहोआडनारने माथे. अरन कयुल यमांनी तारीखथी १२ महिना मुधी धनरो यासु देहरो अने धनर दार लाकडां पुरा पाडरो तेनो अवेन तेने दर महिने मखरो.

नेनी अरन मंजुर थरो तेने पोतानो करार अरापर पुरे। करवासाइ इपिआ ३०० अनामत शपवा लोअमे अरनमां सात हुंअरेथनी आंकीनो भाव लयवा. अने कोअनी अर ७२६ कररो तेनु कारखु छेरो नही.

सही.

ह. अ. इरकरान, सेक्रेटरी कर्नल,
अंधुकना दाइना अरन.

तारीख ७ भी मार्च सने १८५५ अंगरेज गुा.

मुंअर अंधुकना दाइना कारखानु.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसाजे खैर व अरन व करमल व बाधुल या जातीचे मुके कित्याचे जाळण्याचे तुकडे पुरे पाडण्याविशींचे मोहर बंद अर्ज तारीख ३१ मार्च सन १८५५ चे रोजी माजगांव एथे बंदुकीचे दारूचे एजंट घेतील-सदहुं लॉकडें दररोज सदहुं ठिकाणी पोहचुन वजन करून द्यावी पांचविण्याचा खर्च पांचविणाराचे माथा असे-अर्ज करुल झाल्याचे तारीखे पासून वारा महिने पर्यंत मक्का चालू राहील व मक्केदार लॉकडें पुरवील त्याचा एवज व्यास दरमाहा मिळेल.

ज्याचा अर्ज मंजूर होईल त्याणे आपला करार बराबर पुरा करण्याकरितां तीनशे रुपये अमानत ठेविले पाहिजेत अर्जात सात हड्डेवटाचे दर खंडाचा भाव त्याहावा व कोणाचा अर्ज रद्द करतील त्याचे कारण सांगणार नाही.

सही.

ई. ए. फार्करसन लेफ्टनंट कर्नल,

बंदुकीचे दारूचे एजंट.

तारीख ७ मार्च सन १८५५ इसवी गुा

मुंबई बंदुकीचे दारूचा कारखाना.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice.

Verbal offers will be received at this Office, at noon precisely on Monday next the 12th instant, for the SUPPLY of the following ARTICLES, and of such others as this Department may be required to supply during the intermediate period, viz:—

- 1 Compass, Surveying, Prismatic, with Stand.
- 1 Level, Spirit, Y, with Telescope and Stand.
- 1 Ruler, Brass, Parallel, Rolling, 12-inch.
- 6 Sheets Paper, Drawing, Antiquarian.
- 6 Cards Pens, Steel, Mapping.
- 2 Stones, Lithographic, $2\frac{1}{2} \times 1\frac{1}{2}$ feet.
- 2 Ditto ditto $2 \times 1\frac{1}{2}$ feet.
- 1 Ruler, Brass, Parallel, Rolling, 18-inch.
- 20 Reams Paper, Printing, Super Royal.
- 20 Files, Knife-edge, Bastard, small.
- 10 Telescopes, 2-feet, folding, with Cases.
- 28 lbs. Nails, Copper, Scarph, (Europe), 1-inch.
- 28 lbs. do. do. do. (do.) $\frac{3}{4}$ -inch.
- 1 Ton Iron, Rod, (English), $\frac{3}{4}$ -inch.
- 6 Tons Steel, Cast, 1-inch, square.
- 5 Cwt. Tar, Coal.
- 2 Tons Iron Hoops, $2 \times \frac{1}{2}$ -inch.
- 4 Do. do. Flat, (Swedish), $3 \times \frac{1}{2}$ -inch.
- 2 Tubs, Bathing, large, require re-painting.
- 13 Do. do. small, do.
- 66 Saucers, Glazed, for Colours.
- 4,000 Corks, for Shell.
- 50 Lines, Sash.
- 100 lbs. Pipe Clay.
- 12 Bars Iron, Round, (English), $3\frac{1}{2}$ -inch.
- 2 Cocks, Brass, large, $2\frac{1}{2}$ -inch bore.
- 1 Cloth, Fine, Linen.
- 3 Napkins, Fine, Linen.
- 2 Knives, Carving, Buck-horn Handles, by Rodgers.
- 2 Forks, do. do. do. do.

An immediate deposit of ten per cent. on the amount of his offer (and where the amount of the offer falls short of $2\frac{1}{2}$ 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.

R. J. SHAW, Major,
Assist. Commissary General, in Charge.
Bombay, Deputy Commr. Genl.'s Office,
7th March 1855.

અહરખયર.

એવુંજે દેવુકી કમેસરી જનરાલ સાહેબની આશ્રીમાં ચાલતા મહિનાની તારીખ ૧૨ મી અને આવતા શોમવારને દિને ખપોરનાં નીચે લખેલો તથા એસિવાએ ખીલો રામન આપવાને વાસ્તે અહર લિલાંક થાસે.

OPIMUM MEMORANDUM for the Week ending Tuesday, 6th March 1855.

Detail of Exports from 28th February to 6th March 1855.

YEARS.	PASSES GRANTED AT INDORE				IMPORTED INTO BOMBAY				EXPORTED BY SEA		Balance unaccounted for.	OF THE SEASON 1852-53.	OF THE SEASON 1854-55.	Chests
	Up to 27th February 1855.	From 28th February to 6th March 1855.	Total.	Up to 27th February 1855.	From 28th February to 6th March 1855.	Lost on the road.	Total.	Up to 27th February 1855.	From 28th February to 6th March 1855.	Total.				
For 1851-52	26,047 1/2	..	26,047 1/2	26,041	..	6 1/2	26,047 1/2	26,038 1/2	..	26,038 1/2	2 1/2	Per Steamer "Norma"	..	Chests 01
" 1852-53	27,955 1/2	..	27,955 1/2	27,949 1/2	..	6	27,955 1/2	27,887 1/2	0 1/2	27,888	6 1/2	Per Steamer "Norma"	..	Chests 506
" 1853-54	26,966	..	26,966	25,202 1/2	..	3 1/2	25,206	25,055 1/2	..	25,055 1/2	207 1/2	Per Ship "Good Success"	..	Chests 106
" 1854-55	17,775	373	18,148	15,894 1/2	105	2 1/2	16,102	10,514 1/2	695	11,209 1/2	4,890 1/2	Per Ship "Paul John"	..	Chests 63
												Per Ship "Mary Spencer"	..	Chests 20
														Total....Chests 695

C. J. DAVIES,

Deputy Commissioner of Customs, Salt, and Opium.

Bombay, Office of Commr. of Customs, Salt, and Opium, 7th March 1855.

- ૧ કંપાસ સર્વેયંગ પરિમાત્રીક સ્ટાંડ સાથે.
- ૧ લેવેલ ઇસ્પરીટ દુરમીન અને રેડાંડ સાથે.
- ૧ ફેર પીતલનુ ૧૨ ઇંચનુ.
- ૧ માપના કાગળના તાવ આંદ્રીકુચેરીમન.
- ૧ કાર્ડ પેન સ્ટીલ માર્પીંગની.
- ૨ છાપવાના પથરા રા. કુટ લાંબા ને ૧૧. કુટ પોહોરા.
- ૨ છાપવાના પથરા ૨ કુટ લાંબા ને ૧૧. કુટ પોહોરા.
- ૧ ફેર પીતલનુ ૧૮ ઇંચનુ.
- ૨૦ રીમ છાપવાના કાગળ શુપર રાએલ.
- ૨૦ કાનસ નાહાલી બાસ્ટડ.
- ૧૦ દુરમીન ૨ કુટ લાંબી ફેરાસાથે.
- ૨૮ રતલ તાંબાના ખિત્રા વેલાતી ૧ ઇંચના.
- ૨૮ રતલ તાંબાના ખિત્રા વેલાતી .III. ઇંચના.
- ૧ ટેન લોહોરાના રાત્રીઆ .I. ઇંચના વેલાતી.
- ૧ ટેન તિખુ ૧ ઇંચ સમયારસ.
- ૫ હંડવેટ તારકોલ.
- ૨ ટેન લોહોરાના વલાં ૨ x $\frac{1}{2}$ ઇંચના.
- ૪ ટેન લોહોર ચપટુ શુધીસ ૩ x $\frac{1}{2}$ ઇંચનુ.
- ૨ ટપ મોહોરા નાવાના તેને ફરીથી રંગવાના છે.
- ૧૩ ટપ નાહાના નાવાના તેને ફરીથી રંગવાના છે.
- ૫ હંડવેટ તારકોલ.
- ૧૧ રૂઢાળી રંગ કરવાને વાસ્તે.
- ૪૦૦૦ બુચ તોપને વાસ્તે.
- ૫૦ લાઈન લાસ.
- ૧૦૦ રતલ પાઈપ ક્લે અથવા મોયરી.
- ૧૨ નગ લોહોરાના સલીઆ ગા ઇંચના.
- ૨ કારક પીતલના મોહોરા રા ઇંચના.
- ૧ લીનનનુ ટેમલને વાસ્તે કપર.
- ૩ ટુવાલ લીલના.
- ૨ છરી કારવીગની સાંખરના રીંધના હાતાની રાજસં મેકરની.
- ૨ કાંથ કારવીગના સાંખરના રીંધના હાયાના રાજસં મેકરના.

આએ આફ્રીસમાં દરેજ (અદીતવાર સિવાએ) કલાક ૧૦ થી તે ૫ શુધો અરજ ફેરઆથી ઉપર લખેલો સાંમનનો નમુનો દેખારિયામાં આવરો તથા એ રિવાએ જે કુઈબીજ અખર નિહરો તે પણ આપવામાં આવરો.

મુખાઈની દેખીઉરી કમીસરી જનરાલ સાહેબની આફ્રીસ તારીખ ૭ મી માર્ચ રાને ૧૮૫૫ ઇસવી.

R. J. SHAW, Major,
Assist. Commissary General, in Charge.

Notice

Is hereby given, by the Collector of Land Revenue in Bombay, under Act No. XI. of 1853, that the OBSTRUCTION to the safe navigation of the Harbour, caused by a portion of the wreck of a COTIA (a Native coasting vessel) of about 150 Candies burden, lying off the East face of the Musjeed Bunder since the 1st of November last, is to BE REMOVED within one month from the date hereof; otherwise the same will be removed by the said Collector, under the authority of the said Act. Dated the 8th day of March, in the year of our Lord 1855.

F. HUTCHINSON,
Collector.

જાહેરનામું.

એવું જે સન ૧૮૫૩ ના ૧૧ મા આક્ટ પ્રમાણે મુખાઈમીનેની જમીનનાં મેડેમુલના ક્લેક્ટર જાહીરનામર આપે છે કે આરારે ૧૫૦ આંડીનાં ભાંગેલા કોટીઆનો એક ભાગ તારીખ ૧ લી નવેમ્બર સન ૧૮૫૪ થી મરાજીદ બંદરની પુરવતર પોજા છે તેથી બંદરમાં વાંહોણને રાહી સલામત આવવા જવાને હરકત થાએ છે તે હરકત આજથી એક મહિનામાં દુર કરવી, નહીં તો સદહુ આક્ટ પ્રમાણે સદહુ ક્લેક્ટર પોતાની જાતે દુર કરાવરો.

સહી.

એફ. હચીનસન,
ક્લેક્ટર.

તારીખ ૮ મી માહે માર્ચ સન ૧૮૫૫ ઇસવી.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

જાહિરનામા.

એસા જે સન ૧૮૫૨ જે ૧૧ વે આક્ટ અન્વયે મુંબઈતીલ જમીનીને વસુલાવે કલેક્ટર જાહીરનામર દેતાત કીં સુમારે ૧૫૦ જંડોવે ફુટલેલે કોટીયાના એક ભાગ તારીખ ૧ માહે નવેમ્બર સન ૧૮૫૪ પાસૂન મસજીદ બંદરાવે પૂર્વેસ પડલા આહે લ્યામુજે બંદરાંત ગલબતાંસ સલામત જાળ્યા યેળ્યાસ હરકત હોતે તી આજ પાસૂન એક મહિન્યાવે આંત દૂર કારાવી, નહીં તર સદહુ આક્ટ અન્વયે સદહુ કલેક્ટર સ્વતઃ દૂર કરાવિતીલ.

સહી.

એફ. હચીનસન,
ક્લેક્ટર.

તારીખ ૮ માહે માર્ચ સન ૧૮૫૫ ઇસવી.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

MILITARY ARRIVALS AND DEPARTURES.

1855

ARRIVALS.

28th Feb.—Lieutenant Ord, Staff, on leave, from Sholapore.
1st March.—Captain Western, 32nd Madras N. I., on leave, from Baitool.

" " Lieutenant Annesley, Staff, on duty, from Bhowndy.

2nd " Major Edwards, 2nd Madras Cavalry, en route to England, from Jubbulpoor.

" " Lieutenant Johnstone, 13th Regt. N. I., to rejoin, from Mahableshwur.

" " Major S. Turnbull, Horse Artillery, on leave, from Deesa.

" " Major R. Shaw, Staff, on duty, from Deesa.

3rd " Captain Raitt, 16th Regt. N. I., on duty, from Tanna.

" " Lieutenant Rees, 16th Regt. N. I., on duty, from Tanna.

" " Major Cormack, Superintendent of Police, Dharwar, on sick leave, from sea.

4th " Assistant Surgeon Hunter, Medical Establishment, on duty, from Malligaum.

" " Assistant Surgeon J. B. Silver, Medical Establishment, on duty, from Poona.

" " Surgeon Grierson, Medical Staff, on duty, from Poona.

" " Lieutenant Joley, H. M.'s 32nd Regt., on leave to England, from Goras Barce.

4th March.—Captain R. Taylor, Artillery on leave, from Jaulna.

6th „ Ensign F. L. Yonge, Kolapore Infantry, on leave, from Kolapore.

1855 DEPARTURES.

1st March.—Lieutenant J. Hobson, 3rd Regt. N. I., on duty, to Perseek.

„ „ Lieutenant Colonel C. S. Stuart, 3rd Regt. N. I., to join, to Sholapoor.

2nd „ Captain T. Biggs, Artillery, on duty, to Vingorla.

3rd „ Lieutenant Aitchison, 2nd European Light Infantry, on leave, to Mahableswur.

„ „ Assistant Surgeon W. P. Partridge, Medical Department, on duty, to Kurrachee.

„ „ Captain H. C. Lye, 13th Regt. N. I., on duty, to Kurrachee.

„ „ Brigadier W. Wyllie, C.B., Staff, to join, to Ahmednuggur.

4th „ Major Townshend, Bhopal Contingent, to join, to Sehere.

5th „ Captain Playre, Staff, on duty, to Northern Konkan.

„ „ Lieutenant Newnham, 23rd Regt. N. L. I., on furlough, to Europe.

„ „ Lieutenant Scrivener, Superintendent of Schools, on duty, to Kurrachee.

„ „ Lieutenant R. Mallaby, 13th Regt. N. I., on leave, to Mahableswur.

„ „ Ensign Vibart, Infantry, on leave, to Sattara.

„ „ Captain R. Taylor, Artillery, on leave, to Madras.

6th „ Lieutenant Colonel W. Brett, Artillery, on Medical certificate, to England.

„ „ Major Edwards, 2nd Madras Cavalry, on furlough, to England.

„ „ Lieutenant C. W. Bannister, 2nd Cavalry, on furlough, to England.

„ „ Captain C. C. G. Ross, 66th Bengal N. I., on furlough, to England.

„ „ Major J. M. Glasse, Artillery, on Medical certificate, to England.

„ „ Major E. Down, 8th Madras Cavalry, on furlough, to Trieste.

*Bombay, Town Major's Office,
7th March 1855.*

SHIPPING INTELLIGENCE.

1855 ARRIVALS.

1st March.—Brig Ida, G. S. Baxter, from Kurrachee 26th February.

„ „ Barque Gateshead, George Gibson, from Glasgow 27th September.

2nd „ Steamer Sir Jamssetjee Jejeebhoy, C. Menesse, from Surat 1st instant.

Passengers—Several Natives.

„ „ Steamer Sir J. R. Carnac, A. L. Taylor, from Surat 1st March.

Passengers—58 Natives.

3rd „ Arab Barque Hamoodi, Mosaba, from Muscat 20th February.

„ „ P. & O. Co.'s Steam Ship Madras, W. Parfitt, from Sydney 27th, and Melbourne 31st January, Adelaide 3rd, King George 9th, and Ceylon, 26th February.

Passengers—Mr. Lucas; Mr. Alger; Major Cormack; Mr. and Mrs. Benn; Mr. Porter; Mr. Bean; Mr. Peacock; Dr. Barnett; Mr. Neale; Mr. Scott; Mr. Wilson; Mr. Whitehead; Mr. Lambert; 1 European and 1 Native Servant.

6th March.—Steamer Dwarka, J. Woolley, from Surat 5th instant.

Passengers—58 Natives.

1855 DEPARTURES.

28th Feb.—French Ship Pearle, Dewrand, to Marseilles.

1st March.—Steamer Lowjee Family, F. M. Ellis, to Surat.

Passengers—76 Natives.

3rd „ Ship Vernon, H. H. Consitt, to Kurrachee and London.

Passengers—Government Troops.

„ „ Barque James Hall, John Rose, to Colombo and Madras.

„ „ Ship Phoenix, William Mophet, to Liverpool.

„ „ Barque Matilda, D. McPhun, to Liverpool.

„ „ Ship John and Lucy, Edward Brewer, to Liverpool.

Passengers—Mr. and Mrs. Waste, and Children.

„ „ Ship Earl of Balcarras, Henry Morrice, to Kurrachee and London.

Passengers—For London: Mrs. Gray; Mrs. Thomas; Mrs. Townshend, and 2 Children; Mrs. Tremeneheere, and 4 Children; Mrs. Butler, and 2 Children; Mrs. O'Brien, and 3 Children; Mr. and Mrs. Barlow, and 3 Children; Mrs. Spiller. For Kurrachee: Revd. B. M. Huntington.

„ „ Ship Euphemus, George Bowden, to London, via Kurrachee.

Passengers—200 Native Soldiers.

„ „ H. C. Pattamar Bheema, Moosajee Peerbhoy, Nacoda, to Kurrachee.

5th „ P. & O. Co.'s Steam Ship Norna, W. H. Roberts, to Galle, Penang, Singapore, and Hong-Kong.

Passengers—For Hong Kong: Aspandearjee Tamooljee, Esq., and 2 Servants; W. S. FitzWilliam, Esq. For Calcutta: Assistant Surgeon Bellew; Captain Haselwood, and W. P. LeGeyt, Esq.

6th „ Steamer Sir J. R. Carnac, A. L. Taylor, to Surat.

Passengers—Major Leith; Revd. D. Moore; Mr. White; Captain Bray; and several Natives.

„ „ Ship Bee, W. Raisbeck, to Liverpool.

„ „ P. & O. Co.'s Steamer Ganges, John Bowen, to Suez.

Passengers—For Aden: 1 Native Draftsman; Muncherjee Framjee. For Suez: Mr. Hodgart; Mr. A. Pitt; Mr. E. Beynhaus; Major Salkeld; Assistant Surgeon Macbeth; Mr. R. Williams; Captain G. R. Remington; Mr. and Mrs. Perot, 1 Child, and 1 Servant; Lieutenant Anderson; Lieutenant Bannister; Rev. Wuzeer Beg; 1 Servant of Mrs. Doherty; 1 Servant of Major Ramsay; Mr. P. H. Bear; Mr. Peacock; Mr. F. John; Mr. J. Hare. For Alexandria: Colonel Rochford; Mrs. Swinton, and 1 European Servant; Mr. and Mrs. Wicom; Dr. Pitenim; Mr. and Mrs. Jefferson, 4 Children, and 2 European Servants; Mr. Newnham; Captain Ross; Mrs. Bayley; Mrs. Stock, and 2 Children; Mrs. Doherty, and 1 Child; Major Ramsay; Mrs. Col. Lyons; Mrs. Brett; Miss Snewin; 2 Children, and 1 European Female Servant; Major Down; Captain Butler; Mr. Saltmarsh; Mr. Wallace; Mr. H. Brackenbury; Major Glasse; Lieutenant Fergusson, and 1 European Servant; Major Edwards;

Lieutenant Wecke; Mr. A. R. Dolfus; Mr. W. Duckworth; Mr. Stanack; Lieutenant Colonel and Mrs. Brett; Lieutenant Green; 1 Servant of Mr. Jefferson. For Southamp-ton: Mr. Dawes, 3 Children, and 1 European Female Servant; Mrs. Bascley; and Mrs. Benson, 2nd Class.

A. K. CORFIELD,
Senior Magistrate of Police.

Bombay, Police Office, 7th March 1855.

NOTICE is hereby given, that the PARTNER-
SHIP heretofore subsisting between us, the
undersigned EDWARD LAWRENCE, WIL-
LIAM CAMERON SILLAR, and JOHN TOUL-
MIN LAWRENCE, as Merchants at Bombay,
was DISSOLVED, by mutual consent, as on and from
the thirty-first day of January last.

EDWARD LAWRENCE.
W. C. SILLAR.
JOHN T. LAWRENCE.

Dated this 16th day of February 1855.

Referring to the above Dissolution of the Firm
of W. C. SILLAR & Co., I beg to inform you
that I shall continue to carry on business as Gen-
eral and Commission Merchant as heretofore, in
connexion with Messrs. EDWARD LAWRENCE
& Co. at Liverpool, under the firm of LAW-
RENCE & Co.

JOHN T. LAWRENCE.

Bombay, 16th February 1855.

ORIENTAL BANK CORPORA- TION.

(Incorporated by Royal Charter.)

INTEREST ALLOWED AT THE BOMBAY AGENCY.

On Deposits repayable on demand.....	2 per cent. per ann.
On do. do. at 3 months' notice.....	3 " "
On do. do. at 6 do.	4 " "

N. B.—No Interest is allowed on Deposits under Rs. 1,000, nor on
Deposits over Rs. 50,000, unless by special arrangement.

INTEREST CHARGED.

On Government Bills.....	} exceeding 3 months. {	8 per cent. per ann.
On other Bills.....		11 " "
On ditto if secured by Govt. Paper.....		10 " "

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 " "	1s. 11½d. "
" " 2 " "	1s. 11½d. "
" " 1 " "	1s. 11½d. "
" " sight	1s. 11½d. "
On Scotland "	1s. 11½d. "
On Ireland "	1s. 11½d. "
Circular Notes payable throughout Europe.....	1s. 11½d. "

N.B.—The Corporation does not draw at six months' sight for
sums under £50; nor for sums under £20, except at 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 Commis-
sion, 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 pur-
chase or sale of Government and other Securities, negotiable in
Bombay, is one-half per cent. on the amount invested or realiz-
ed; and on the collection of Bills one per cent., and Postage.

Bombay, 7th March 1855.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

THE Scales of Premiums of this Company are
now greatly reduced, and the Lives of
healthy persons, Civil or Military, in any part of
the world, are assured at as low rates of Premium
as can be taken consistently with perfect security.

Extract from the Tables of Annual Premiums required
for an Assurance of Rs. 1000, or £100, at the Reduced
Rates.

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	18	20	27	24	26	32
25	22	23	31	28	29	36
30	25	26	34	31	32	39
35	28	30	38	34	36	43
40	31	33	43	37	39	47
45	35	37	48	41	43	52

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

GREY & Co.

Bombay, 14th September 1854.

THE



BOMBAY GOVERNMENT GAZETTE
EXTRAORDINARY.

Published by Authority.

TUESDAY, 13TH MARCH, 1855.

NOTIFICATION.
TERRITORIAL DEPARTMENT,
FINANCE.

THE Right Honourable the Governor in Council is pleased to notify for general information, that the Government of India has opened a FIVE PER CENT. LOAN called the "Public Works Loan of 1854-55," to the extent of Two Crores and Seventy-five Lacs (2,75,00,000) of Rupees, of which Fifty Lacs (50,00,000) will be received at the Bombay Presidency.

Published by order of the Right Honorable the Governor in Council,

H. YOUNG,

Officiating Chief Secretary to Government.

Bombay Castle, 13th March 1855.