

THE



Bombay Government Gazette.

Vol. 25.]

Published by Authority.

[No. 12.]

Three Rs. per Quarter.]

THURSDAY, 22ND 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.

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 Candles 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.

अहिर नायु.

अमुं ले सन १८५३ ना ११ मा आकट प्रमाणे मुंभाभिवेनी ल्मीननां मेहेमुलना इवेकटर लहरेयपर आपे छे के आररे १५० आंकीनां लागेवा झरीआनां अक भाग तारीख १ एी नवेपर सन १८५४ थी मराजुद अंदरनी पुरवतक पंडेला छे तेथी अंदरमां वांहांथुने राडी सलामत आनवा ल्वाणे हरकत थाम्मे छे ते हरकत आलथी अक महिनांमां दुर करनी, नडी तो सदई आकट प्रमाणे सदई इवेकटर पोतानी लते दुर करवरो.

सही.
अक. हचीनसन,
इवेकटर.

तारीख ८ मी माहे मार्च सन १८५५ इसवी.
VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसा जे सन १८५३ चे ११ वे आकटा अन्वये मुंबईतील जमीनीचे वसुलाचे कलेक्टर जाहीरखबर देतात कीं सुमारें १५० खंडांचे फुटलेले कोटियाचा एक भाग तारीख १ माहे नवेबर सन १८५४ पासून मसजिद बंदराचे पूर्वेस पडला आहे त्यामुळें बंदरांत गलबतास सलामत जाण्या येण्यास हरकत होते ती आज पासून एक महिन्याचे आंत दूर कारावी, नाहीं तर सदहू आकटा अन्वये सदहू कलेक्टर स्वतः दूर करवितील.

सही.
एफ. हचिनसन,
कलेक्टर.

तारीख ८ माहे मार्च सन १८५५ इसवी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

On Fixed Loans on Government }
Notes and Railway Shares.. } 8 ditto.
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 5 per Cent. Government Notes is 95 per cent., on 4 per Cent. Notes 80 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 contracts for the exclusive privilege of SELLING the following ARTICLES in the Otway Cantonment, near Surat, will be sold by PUBLIC AUCTION 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 abovementioned 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 Mohurrum 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.*

બહાર ખબર.

આપવામાં આવે છે કે સુરતની પાસે આઠવાની કાંપમાં નીચે લખેલી જનસૌના ગુતા તારીખ ૩૦ મી માર્ચ સને ૧૮૫૫ ને વાર શુકરને રોજે બપોરના ૧૨ વાગે હરાજ કરવામાં આવશે તથા ખીડલાં માગણી પત્ર ઉપર લખેલા દિવસ તથા વખતે યુંબાઈની કમીસરી જનરાલ સાહેબની આશીર્વામાં પણ લેવામાં આવશે.

દારે તથા તાડી વેચવાનો પટો.

અશ્રીમ ગાંજી ભાગ વીગેરે વેચવાનો પટો.

૨. તારીખ ૧ લી મેએ સને ૧૮૫૫ થી તે તારીખ ૩૦ મી એપ્રિલ સને ૧૮૫૬ સુધી માસ ૧૨ બારની મુદત શુદ્ધી દર માસ એકે કુંપની સીકાના રૂપિયા ભરવા હોએ તે રકમની માગણી કરવી.

૩. શુરતનાં પલટન ખાતાનાં માણસો નીચે પ્રમાણે છે.

આદિશી પલટનવાલા	૪૯૮
ગોલંનદાજવાલા	૩૬
કાંપ તથા બજારના રેહનારા વીગેરે	૧૭૦
	૭૦૪

પણ કદાસ પટા વેચવાના કાચેલા દિવસ પેહલાં કાંઈ કેર બદલી યાએ તો તે તારીખે જટલાં માણસ હાજર હોએ તટલાં માણસને વાસ્તે પટો આપવામાં આવશે.

૪. દારે તથા તાડી સાં રૂ. ૨૦૦ બસો તથા વસાણુને સાં રૂ. ૧૦ દસ હરેકે માગણી કરનારે અનામત મેલેઆ

सीवाग्मे भागल्ली करवा देवामां आवरो नळी अने ले मासुली पत्रा लणी आपवा नांमां कडे वार लगोउ अथवा आनांझानी इरे तो ते आनामत मेवेली रुकम पाछी मजरो तळी ने अगरे तेहनी मांगल्ली कुडल राखवामां आवरो तो अक्रेक महिनांनं भरल्लु लेखी रुकम हरेक गुता साडे तेहवा पत्रानी शरत अल्लवाने वास्ते आनामत राखवामां आवरो ने वली २ मे मातपर जमीनी गुतावालाओग्मे आपवा लोडग्मे.

५. हर महिने तारीख २० मी ने रोले पेरगी भरल्लु हरेक गुतानु करवुं लोडग्मे.

६. असथलना सुभत्तार साहेबने धर्मोग देण्याग्मे डे लराकरी गोराभासुसोने थोरथी दार वेत्यातो अठकावासाडे पोलीसना मासुसो राखवा लोडग्मे तो तेहने परस्य दारना गुता वलाग्मे आपवो पडरो.

७. ५०० पांचसो मासुसनी दुकडी अने ते करतां वधा-रे कुमांडींग साहेबना हुकूमनी हदमां आवे अथवा लग्मे तो तेहने वास्ते दार तथा वसाखुनां गुतावालाओग्मे दुकानो आपवी अने दुकडीओ प्रांतमां आवे लग्मे तो तेहनी दुकानो तेहनी साथे रहे पल्लु ले प्रांतमां ते लोक दाखल थाग्मे तांथी अदली थतां सुधी रेहवुं लोडग्मे.

८. भरखानी रुकम लराकरी लोक आवे अथवा लग्मे तो वधवा अथवा धटवानी नळी पल्लु लेखी लराकरी मासुसोनी संप्या पत्रांनं लोडग्मे तेहनां थोथा भाग करता लधारे आवे अथवा लग्मे तो ले प्रमांले वधारे अथवा धटोडा साहेब लोकनी कुमीडी इरावे ते प्रमांले मुळरे आपवा अथवा देवामां आवरो.

९. गुतावालाओग्मे हमेरो अजर आतांनी साथे रहवुं लोडग्मे.

१०. पत्रानी सुदत सुधीमां कंधं पल्लु तंगी थाग्मे तेहने लीचे कंधं पल्लु माशी थवानी नथी अने ले मांगल्ली २६ करवामां आवरो तेहनु कारल्लु डेहवामां आवरो नळी.

११. दार अथवा ताडी मोल्लेरम अथवा छेलीनां ते हवारना दहाडमां सेहरेनां मासुसोने वेचवुं नही.

१२. डोडपिल्लु पत्रानी शरत तुटसे अथवा अहेवुं मावंम पडसे डे ले राखसने सरकार गुतानु काम चलावाने ना ला अक्रेक इरावे तेहनी साथे लोडग्मे अथवा छांनी शीते गुतावाला वेहवार राखे छे तो ते पत्राने मोकुड करवामां आवसे ने अहेवा कांममां ले ३ पीया पेसगी आपेला हसे ते शरकार दाखल थसे.

१३. दर महिने उपर लप्पा प्रमांले भरल्लु करवुं पडे ते उपरांतसुरत सेहरेनां रस्तानी सुधाराध साडे मीठनी सीपाल कुंड कुमीठीनी तरकुथी सदर कुंडमां दार उपर क्रीधं दर गीआलन अक्रेक आनो अक्रेक देवामां आवसे.

१४. बिल खुलासा आ कारआनामां अरन इरेथी डोडपिल्लु सपस अथवा सपसोने रवीवार सिवाग्मे हर रोख सवारना १० वागतेथी ते पाछलापोल्लेरनां ४ वागतां सुधी अतावामां आवसे.

सुरतना अजर मास्तर साहेबनी अंअरे सडी.

अजरमास्तर साहेबनी आडीस मुकाम सुरत,
तारीख २२ इअरवारी सने १८५५.

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

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
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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 Puckaulie 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 percentage 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.	Deposit before submitting Tender.	Bonded Security on acceptance of any Offer.
No. 1	Co.'s Rs. 1,045	Co.'s Rs. 4,181
No. 2	654	2,614
No. 3	433	1,733
No. 4	270	1,079
No. 5	60	242
No. 6	13	51
No. 7	55	220
No. 8	64	257
No. 9	69	277
No. 10	34	137
No. 11	662	2,647
No. 12	206	823
No. 13	177	709
No. 14	2	9
No. 15	4	16
No. 16	120	480
No. 17	283	1,131

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.	Rupees	11	2
No. 1	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.

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 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 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 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.

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, 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.

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.

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

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,

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

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,

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

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.

IX. It shall be lawful for Her Majesty's Supreme Court may frame writs of execution.

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 Interpretation Clause. 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.

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

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. VI. of 1855.

An Act to extend the Operation of, and regulate the Mode of Executing Writs of Execution in, Her Majesty's Supreme Courts of Judicature.

Whereas it is desirable to extend the operation of, and regulate the conduct of writs of execution out of, Her Majesty's Supreme Courts, in certain cases: It is enacted as follows:—

I. Clause 1.—Under any writ of *feri facias* issued Sheriff empowered under any writ of *feri facias* issued on any side of Supreme Court to seize and sell immovable property. out of any of Her Majesty's Supreme Courts, on any side of the Court, may be seized and sold any lands, houses, or other immovable property of the party against whose effects such writ issues, whether his estate or interest therein be legal or equitable.

Clause 2.—The Sheriff under any such writ may put the purchaser in possession of such of the lands, houses, or other immovable property sold under such writ, of which the judgment debtor is in the actual possession, and of which an actual delivery can be made.

Clause 3.—If the lands, houses, or other immovable property liable to be sold under such writ, be in the possession of any person other than the judgment debtor, the Sheriff shall not seize such property, but the right, title, and interest Effect of conveyance. shall sell and convey all the right, title, and interest of the debtor; and such conveyance shall pass the same interest to the purchaser as if the same had been executed by the debtor.

Clause 4.—In such last mentioned case if the property shall be situate beyond the local limits of the jurisdiction of such Court, the Sheriff shall notify such sale to the Judge of the District, who shall cause notice of the same to be officially proclaimed, in like manner as if the sale had been effected under a decree of his own Court.

Clause 5.—In any case of intended sale of immovable property beyond the local limits of the jurisdiction of such Supreme Court, the Sheriff shall cause a notice, specifying the time and place of the intended sale, to be stuck up in some conspicuous place in the office of the Collector of the district within which such property is situate, and also at the Mal Cutchery of the estate, if any; otherwise, on some conspicuous part of the property to be sold. The number of days between the publication of such notice and the sale shall not be less than fourteen days, if the property be not distant more than 100 miles from the Supreme Court; if the distance shall exceed 100 miles, the number of days shall be increased by an additional day for every 50 miles of such excess of distance. Provided that the want of such notice or any irregularity in respect thereof, shall not vitiate the sale in the hands of a *bona fide* purchaser.

Length of time for publication of notice. Proviso.

II. If any lands, houses, or other immovable property be seized or liable to be sold under any such writ, it shall be lawful for the Court, on application to it on behalf of the execution debtor or of any one of several execution debtors, if the Court shall be satisfied that there is reasonable ground to believe that the amount of the judgment may be raised by mortgage of the estate, to postpone the sale for a term not exceeding one month to enable the defendant to raise the amount, and to direct that the money ordered to be levied by such execution shall be raised by mortgage instead of sale of such lands, houses, or other immovable property, upon such terms as to the payment of interest upon the judgment or otherwise as the Court may think fit, and in such case to give all necessary directions for the execution of such mortgage.

III. Under any such writ of *feri facias* may also be seized money, bank-notes, cheques, bills of exchange, promissary notes, hoondees, Government securities, bonds, or other securities for money, and also debts belonging to the said person; and the Sheriff or other officer having the execution of the writ shall be at liberty to pay or deliver over to the party suing out such execution, any money or bank-notes which shall so be seized, or a sufficient part thereof, and shall, with the order of the Court, endorse over or transfer, and without such order, shall hold any such cheques, bills of exchange, promissory notes, hoondees, bonds, or other securities for money as a security or securities for the amount by such writ of *feri facias* directed to be levied, or so much thereof as shall not have been otherwise levied and raised, and may, where he retains the same, sue in his own name as such Sheriff or officer for the recovery of the sum or sums secured thereby, or for any debt seized as aforesaid when the time of payment thereof

And to pay money or bank-notes to execution creditor.

And with the order of the Court to endorse over, and without such order to hold cheques, bills of exchange, &c.

And to sue in his own name for amount secured by bills of exchange, &c.

Or for debts.

shall have arrived; and the payment to such Sheriff or other officer or to the party entitled under such endorsement or transfer, by the party liable, with or without suit, or the recovery and levying execution against the party so liable, shall discharge him to the extent of such payment or of such recovery and levy in execution, as the case may be, from his liability on any such cheque, bill of exchange, promissory note, hoondee, bond, security, and debt; and such Sheriff or other officer shall pay over to the party suing out such writ, the money so to be recovered, or such part thereof as may be sufficient to discharge the amount by such writ directed to be levied; and if, after satisfaction of the amount so to be levied, together with Sheriff's poundage and all lawful charges and expenses, any surplus shall remain in the hands of such Sheriff or other officer, the same shall be paid to the party against whom such writ shall be issued, unless the same is duly attached in the hands of such Sheriff or other officer.

Proviso as to indemnity for Sheriff.

of such Sheriff or other officer shall be bound to sue any party liable upon any such cheque, bill of exchange, promissory note, hoondee, bond, security, or debt, unless the party suing out such execution shall give security to the Sheriff for indemnifying him from all costs and expenses to be incurred in the prosecution of such action, or to which he may become liable in consequence thereof; the nature and amount of such security to be determined, in case they cannot agree, by the proper officer of the Court in which such action shall be brought, or, if the Court shall so order, by some other person to be appointed by the Court for such purpose; and the expense of preparing and executing such security shall be deducted out of any money to be recovered in such action, and the net proceeds only in this and other cases provided for by this Act shall be considered as received in satisfaction of the debt due to the execution creditor.

IV. If the Sheriff or other officer under any writ of *fiери facias* shall seize any Government Security standing in the name of, or belonging to the party against whose property such writ shall be issued, he shall have power to receive the interest due on such Government security, whether specially endorsed or otherwise, and to sign a receipt for the same; and also to sell and dispose of such Government security through a broker at the market rate of the day; and if the endorsement of such party shall be required to transfer such Government security, the Sheriff or other public officer shall endorse the same thus, "A. B. by C. D. Sheriff;" and such endorsement shall be as effectual to pass the said Government security and to give a good title to the holder thereof as if the same had been endorsed by the party himself or his duly constituted attorney.

V. No debt shall be sold by the Sheriff under the process of the said Court, any Charter of any of the said Supreme Courts to the contrary notwithstanding; but the same shall be realized in the mode hereinbefore directed.

VI. If any person against whom any writ of execution shall have issued, shall have any interest in any stock or shares in any public Company, whether incorporated or not, carrying on business in India, and within the reach of the process of the Court out of which such writ of execution has issued, it shall be lawful for the said Court or for any Judge thereof, on the application of the party who has sued out such writ of execution, to make an order *ex parte* that such interest in such stock or shares, or such of them or such part thereof respectively as the said Court or Judge shall think fit, shall stand charged with the payment of the amount due in respect of such writ of execution; and such order shall have the like effect

and entitle the person in whose favor the same is made to the same remedies and priorities as a charge executed in favour of such person by the person against whom execution shall have been issued; and service or notice of such order upon or to the public Company whose stock or shares are the subject of such order, or upon or to any person claiming an interest in such stock or shares, shall have the like effect, and shall entitle the person in whose favour such order is made to the same remedies against such public Company or such last mentioned person as notice of a charge executed of even date with such order by the person against whom execution shall have been issued in favour of the person at whose suit the same shall have been issued. Provided that nothing herein contained shall prevent the person against whom such order shall have been made, or any other person affected thereby, from applying to the Court or Judge by whom such order has been made for its discharge on such grounds as may be just.

Proviso.

that nothing herein contained shall prevent the person against whom such order shall have been made, or any other person affected thereby, from applying to the Court or Judge by whom such order has been made for its discharge on such grounds as may be just.

VII. If such debtor shall have any interest in any property which shall be standing in the name of the Accountant General of the Court or of any other officer of the Court, and in the dividends, interest, or annual produce thereof, it shall be lawful for the Court or a Judge to make an order that the interest of the defendant in such property shall be applied in payment of such debt, and the Court or Judge shall have power to make such order as may be necessary to give full effect to the above provision.

VIII. A plaintiff or defendant arrested under any writ of *capias ad satisfaciendum* issued upon any judgment, order, decree, or sentence of any of the said Courts whereby money is ordered to be paid to any party, shall be entitled to his discharge from such arrest on payment or tender to such party or his Attorney in the cause, or to the Sheriff or Gaoler in whose custody such person may be under such writ, of the amount directed to be levied by such writ.

IX. A written order under the hand of the attorney in the cause by whom any writ of *capias ad satisfaciendum* shall have been issued shall justify the Sheriff, Gaoler, or person in whose custody the party may be under such writ in discharging such party, unless the party for whom such attorney professes to act shall have given written notice to the contrary to such Sheriff, Gaoler, or person in whose custody the opposite party may be; but such discharge shall not be a satisfaction of the debt, unless made by the authority of the creditor; and nothing herein contained shall justify any Attorney in giving such order for discharge without the consent of his client.

X. A Sheriff shall not be liable in an action for escape or other breach of duty, to pay damages beyond the amount of the loss which his breach of duty has really occasioned.

XI. A writ of execution sued out after the commencement of this Act, if unexecuted, shall not remain in force for more than one year from the date of such writ, unless renewed in the manner hereinafter provided; but a writ of execution, whether sued out before or after the passing of this Act, may, at any time before its

Writ of execution, if unexecuted, not to remain in force more than one year unless renewed.

But may be renewed from time to time.

And to sell, and, where endorsement necessary, to endorse such security.

Government Security standing in the name of, or belonging to the party against whose property such writ shall be issued, he shall have power to receive the interest due on such Government security, whether specially endorsed or otherwise, and to sign a receipt for the same; and also to sell and dispose of such Government security through a broker at the market rate of the day; and if the endorsement of such party shall be required to transfer such Government security, the Sheriff or other public officer shall endorse the same thus, "A. B. by C. D. Sheriff;" and such endorsement shall be as effectual to pass the said Government security and to give a good title to the holder thereof as if the same had been endorsed by the party himself or his duly constituted attorney.

No debt to be sold by Sheriff.

Shares in public Company may be charged in execution.

Company, whether incorporated or not, carrying on business in India, and within the reach of the process of the Court out of which such writ of execution has issued, it shall be lawful for the said Court or for any Judge thereof, on the application of the party who has sued out such writ of execution, to make an order *ex parte* that such interest in such stock or shares, or such of them or such part thereof respectively as the said Court or Judge shall think fit, shall stand charged with the payment of the amount due in respect of such writ of execution; and such order shall have the like effect

Property standing in name of any officer of Court.

of the Court, and in the dividends, interest, or annual produce thereof, it shall be lawful for the Court or a Judge to make an order that the interest of the defendant in such property shall be applied in payment of such debt, and the Court or Judge shall have power to make such order as may be necessary to give full effect to the above provision.

Party arrested under a *Ca. Sa.* entitled to discharge on payment or tender of the amount of levy to opposite party or his Attorney, or to Sheriff or Gaoler.

Writ of *capias ad satisfaciendum* issued upon any judgment, order, decree, or sentence of any of the said Courts whereby money is ordered to be paid to any party, shall be entitled to his discharge from such arrest on payment or tender to such party or his Attorney in the cause, or to the Sheriff or Gaoler in whose custody such person may be under such writ, of the amount directed to be levied by such writ.

Written order of attorney issuing *Ca. Sa.* sufficient for the discharge of a party by Sheriff or Gaoler, unless the client shall give written notice to the contrary.

Attorney not justified in giving order for discharge without the consent of his client.

Sheriff not to be liable for escape, &c. beyond the amount of the loss really occasioned.

Writ of execution, if unexecuted, not to remain in force more than one year unless renewed.

But may be renewed from time to time.

expiration; be renewed by the party issuing it for one year from the date of such renewal, and so on from time to time during the continuance of the renewed writ, by being marked with the seal of the Court and with a memorandum, signed by the officer, of the date of the day, month, and year of such renewal, or by such party giving a written notice of renewal to the Sheriff signed by the party or his Attorney, and bearing the like seal of the Court and memorandum signed by the officer as aforesaid; and a writ of execution so renewed shall have effect and be entitled to the same priority as the original writ would have had. Provided, however, that no writ of *habere facias possessionem* shall be renewed of the Court or a Judge.

Renewed writ entitled to same priority as its original.

Proviso as to writ of *Habere*.

XII. The production of a writ of execution or of the notice renewing the same purporting to be marked with such seal and signed as aforesaid showing the same to have been renewed according to this Act, shall be sufficient evidence of its having been so renewed.

XIII. All property of every kind that may be seized under a writ of *feri facias*, issued from the said Supreme Courts respectively may be seized also under a writ of sequestration duly issued from the same, and the seizure must in all cases be made in the mode directed by this Act as to seizures under writs of *feri facias*, and any sum ordered by the Court to be realized by a sequestration shall be realized in the same mode, and not otherwise, as if directed to be levied under a writ of *feri facias*.

Under a writ of sequestration all property may be seized in like manner as under a *feri facias*.

Sum ordered to be realized may be levied as under a *feri facias*.

XIV. 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.

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. VII. OF 1855.

An Act to amend the Law of Arrest on Mesne Process in Civil Actions in Her Majesty's Courts of Judicature, and to provide for the Subsistence of Prisoners confined under Civil Process of any of the said Courts.

Whereas it is expedient to amend the law of arrest in the Supreme Courts, of Judicature at Fort William in Bengal, Fort St. George, and Bombay, and in the Court of Judicature of Prince of Wales' Island, Singapore, and Malacca; It is hereby enacted as follows:—

I. No person shall be arrested or held to bail upon mesne process in any action at law now pending or which shall be commenced in any of the said Courts, unless

an order authorising such arrest to be made by the Court in which the action is pending or shall be commenced, or by one of the Judges thereof: and it shall be in the discretion of the Court or Judge in any case to grant or refuse an order.

Granting of order to be discretionary.

II. Provided that no such order shall be made unless the Court or Judge shall be satisfied by Affidavit of the plaintiff, or of some other person, that the plaintiff has a good cause of action against the defendant to the amount of two hundred Rupees or upwards, either for debt or for damages, and in addition thereto, that there is probable cause for believing—

1.—That the defendant has absconded or is concealing himself for the purpose of avoiding service of the process of the Court, or that he is about to do so, or—

2.—That he has withdrawn or is about to withdraw himself or his property or effects, or some part thereof, from the jurisdiction of the Court, for the purpose of avoiding the process of the Court, or under such other circumstances as to induce the Court or Judge to believe that the ends of justice are likely to be defeated unless a *Capias* or Warrant of Arrest be issued against him, or—

3.—That he has removed, concealed, or disposed of his property or effects, or some part thereof, for the purpose of defrauding his creditors generally or the plaintiff in the action, or that he is about to do so.

III. An order for arrest may be made, and a *Capias* or Warrant may be issued thereon, in any stage of the cause before final judgment, and against one or more of several defendants.

IV. Previously to making such order, the Court or Judge may require the personal attendance of the plaintiff, and of any person who shall make an Affidavit for such order, and of any other person whom the Court or Judge shall think fit to examine, and may examine them orally upon oath.

V. A copy of every Affidavit upon which such order shall be founded shall be delivered to the Sheriff with the Writ or Warrant to be issued in pursuance of the order, and shall be delivered to the defendant at the time of his arrest or detention under the Writ, otherwise the Court or Judge may order the defendant to be discharged.

VI. Any person arrested or detained upon any such Writ of *Capias* or Warrant of Arrest, may apply to the Court or to a Judge thereof for a rule or summons calling on the plaintiff to show cause why the person arrested should not be discharged out of custody, and the Court may make absolute or discharge such rule, and may direct the costs of the application to be paid by either party, or may make such other order as to the Court shall seem fit; and in the case of a summons, a Judge shall make such order thereupon as he shall think fit. Provided that such rule shall be made absolute, or, in the case of a summons, an order for the defendant's discharge out of custody shall be made in every case in which the Court or Judge shall be satisfied that the plaintiff, in any stage of the cause subse-

Before making order, Court may examine plaintiff or other person.

Person arrested may apply to Court or Judge for his discharge.

Copy of affidavit to be delivered to Sheriff, and to be given to defendant at the time of arrest.

Person arrested to be discharged if plaintiff is guilty of delay after arrest.

quent to the arrest, has been guilty of unreasonable delay in pleading or in bringing on for trial or argument any issue of fact or law, notwithstanding the delay may not be such as to entitle the defendant to sign judgment of Non Pros, or to apply for judgment as in the case of a nonsuit; and provided also that any order made

Judge's order may be discharged, &c. by Court.

made thereto by either party dissatisfied with the order.

VII. If any motion or application for the discharge of a defendant be made upon Affidavit, but not otherwise, the plaintiff may oppose the same by Affidavits in addition to that upon which the order for the arrest was made.

If motion for discharge be made upon affidavit, plaintiff may oppose it by further affidavits.

VIII. The Court or Judge may order and compel the personal attendance at the hearing of any motion or summons of both or either of the parties, and also of any other person whom the Court or Judge shall think fit to examine, and may examine such person or persons orally upon oath, or may allow him or them to be examined and cross-examined upon oath, and the Sheriff or Gaoler shall be bound to bring before the Court or Judge any prisoner detained in his custody on Civil process, whose attendance may be so ordered.

Attendance of person in custody on Civil Process.

IX. Every person now in custody upon mesne process issued out of any of the said Courts of Judicature for any debt or demand, and who shall not have filed a petition to be discharged under the laws in force for the relief of Insolvent Debtors in India, shall be entitled to his discharge at the expiration of one month from the time of the passing of this Act, upon entering a common appearance to the action: Provided, nevertheless, that every such prisoner shall be liable to be detained, or after such discharge to be again arrested by virtue of any writ of Capias or Warrant of Arrest issued in pursuance of the provisions of this Act.

X. Clause 1.—The person at whose suit any such mesne process or any writ of execution for the arrest of a defendant or any writ of attachment for the arrest of any person for the non-payment of money in the nature of Civil process shall be issued out of any of the said Courts, shall, previously to the arrest being made, deposit with the Sheriff or other officer to whom such mesne process or writ shall be delivered for the purpose of executing the same a sum of money sufficient to provide for the subsistence of the defendant for the period of thirty days at the rate of four annas a day, which sum or so much thereof as shall be necessary shall be applied by the Sheriff or other officer for the subsistence of the person arrested from the time of the arrest until he shall be lodged in gaol, and the balance, if any, shall be deposited by such Sheriff or other officer with the keeper of the gaol to which the person arrested shall be committed.

Deposit of subsistence money before arrest on mesne or final process or by attachment—amount and application thereof.

Clause 2.—The Sheriff or such other officer by whom an arrest shall be made by virtue of any such writ or process, shall, before or forthwith after the defendant shall be lodged in gaol, give notice of the arrest and of the date on which the same was made to the plaintiff or his attorney.

Clause 3.—The person at whose suit such mesne process, writ of execution or attachment shall be issued, shall, at or before the end of thirty days from the date of

Further deposit of subsistence money after the arrest, and during detainer.

the arrest, or within a reasonable time after he shall have had notice of the arrest, if he shall not have had notice thereof within such period of thirty days, deposit with the Sheriff or with the keeper of the prison in which the person arrested shall be lodged, a further sum at the rate aforesaid for the subsistence of the prisoner for the next ensuing thirty days, and shall continue to make a similar deposit in advance at or before the end of such period of thirty days, and of every subsequent period of thirty days during which the prisoner shall be detained in custody, and for every such deposit the Sheriff or keeper of the gaol, or other officer, as the case may be, shall give a receipt for the same dated on the day on which the money shall be paid.

Receipt for deposit.

same dated on the day on which the money shall be paid.

Clause 4.—It shall be lawful for the Court out of which any such writ shall issue, or for any Judge thereof, to reduce the rate at which deposits are above ordered to be made, so that the rate ordered be not less than one anna a day, or in the case of illness or other special cause to order the deposit to be increased to a rate not exceeding eight annas a day; and every such order may from time to time be revised and altered by the Court or any Judge thereof on sufficient grounds being shown.

Clause 5.—If the deposit required to be made previously to the arrest be not made, no arrest shall be made. If any deposit hereby required to be made after the arrest be not made on or before the day on which it ought to be made, the Court may, upon the application of the prisoner, order him to be discharged out of custody.

Clause 6.—If any prisoner in execution be discharged out of custody by reason of a failure to make such deposit as aforesaid, the imprisonment shall not extinguish or affect his liability to pay the amount of any sum of money for which he was arrested, or to prevent any execution from being issued against his property.

Clause 7.—The provisions of this Act are to be held applicable to all persons at present in confinement under Civil process so far as relates to the deposit to be made in future by the parties at whose instance they are confined, and to their immediate discharge on failure to make such deposit on or before the day on which it becomes due, the first deposit to be made within thirty days after the passing of this Act.

Clause 8.—The money so deposited shall be employed for the subsistence of the prisoner.

Clause 9.—The amount spent in providing subsistence for a prisoner detained upon mesne process shall be costs in the cause.

Clause 10.—The amount spent in providing subsistence for a prisoner detained in execution shall be added to the amount of the judgment, and the prisoner shall be liable to be detained in execution for the amount, in the same manner as if such amount had been included in the judgment and writ of execution.

Clause 11.—The amount spent in providing subsistence for any person detained under any such writ of attachment as aforesaid, shall be deemed part of the demand in respect of which the attachment was issued,

Amount spent in subsistence of prisoner detained in execution to be added to the judgment.

Amount spent in subsistence of person detained under attachment shall be deemed part of the demand.

Amount spent in subsistence for a prisoner detained under any such writ of attachment shall be deemed part of the demand.

and shall subject the prisoner to the same liability as if the attachment had been issued for the non-payment thereof to the person making the deposit.

Clause 12.—All money deposited as aforesaid which shall not have been spent at the time of the prisoner's discharge from custody shall be returned to the person who made the deposit.

Return of unspent deposit money.

XI. Any order of the Court or of a Judge for the discharge of a prisoner under the provisions of this Act shall be a sufficient authority to the Sheriff and Gaoler for such discharge, so far as concerns the action or suit to which such order relates. Provided that, when an order shall be made for the discharge of a prisoner upon his entering a common

appearance, such discharge shall not be made until a certificate shall be produced to the keeper of the prison from the Officer of the Court with whom appearances are entered, to the effect that an appearance has been entered according to the terms of the order.

Proviso.

XII. It shall be the duty of the Sheriff and of the keeper of every prison in which any person shall be confined under any such process as above-mentioned, to report to the Court out of which the process issued the name of every prisoner confined under such process who shall appear to be unable to maintain himself in prison, or who shall complain that he has been arrested without cause, and it shall be lawful for the Court or a Judge upon any such report to cause the prisoner to be forthwith brought before them, or to make such other order as may seem fit: and the Sheriff shall be bound to serve any rule, summons, or order made under this Act which the Court or Judge shall order him to serve.

Keeper of prison, &c. when to report to Court the name of prisoner, proceedings thereupon.

XIII. Any rule or order made in pursuance of the provisions of this Act shall be a sufficient justification for any Sheriff, Gaoler, or other Officer for any act which he may do in pursuance thereof.

XIV. In the construction of this Act, the word "Affidavit" and the word "Oath" shall include affirmation in cases where "Affirmation" is allowed instead of an oath; and, unless there is anything in the context repugnant to such a construction, words in the singular number shall include the plural, and words in the masculine gender shall include females.

XV. Nothing in this Act is intended to alter or affect any rule in force in any of the said Courts not inconsistent herewith, or any of the provisions of the Act in force for consolidating and amending the law relating to Insolvent Debtors in India.

XVI. In the application of this Act in the Settlement of Prince of Wales' Island, Singapore, and Malacca, a dollar shall be deemed equal to two rupees and one-fifth of a rupee, and three cents shall be deemed equal to one anna.

XVII. In the application of this Act in the Settlement of the Straits Settlements, a dollar shall be deemed equal to two rupees and one-fifth of a rupee, and three cents shall be deemed equal to one anna.

XVIII. In the application of this Act in the Settlement of the Straits Settlements, a dollar shall be deemed equal to two rupees and one-fifth of a rupee, and three cents shall be deemed equal to one anna.

XIX. In the application of this Act in the Settlement of the Straits Settlements, a dollar shall be deemed equal to two rupees and one-fifth of a rupee, and three cents shall be deemed equal to one anna.

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. VIII. OF 1855.

An Act to amend the Law relating to the Office and Duties of Administrator General.

Whereas it is expedient to amend the law relating to the office and duties of Administrator General: It is enacted as follows:—

Preamble.

I. In each of the Presidencies of Fort William in Bengal, Fort St. George, and Bombay, there shall be an Administrator General. The said Administrators General shall be called respectively the Administrator General of Bengal, the Administrator General of Madras, and the Administrator General of Bombay.

Designation of the Administrators General in the three Presidencies.

II. Such officers shall be appointed and may be suspended or removed by the authorities hereinafter mentioned respectively, that is to say,

The Administrator General of Bengal, by the Governor General of India in Council.

The Administrator General of Madras, and the Administrator General of Bombay, by the Governments of those Presidencies respectively.

III. Any person now holding the office of Administrator General at any of the said Presidencies, shall continue to hold the same, subject to the provisions of this Act.

Continuance of existing incumbents.

IV. The Administrator General shall not be deemed in that capacity to be an Officer of the Supreme Court.

V. All letters of administration, which, since the passing of Act No. II. of 1850, have been granted by the Supreme Court of Judicature at Fort St. George to the Ecclesiastical Registrar of that Court in virtue of his office, and all estates, effects and interests, books, papers and documents, now vested in or belonging to the said Ecclesiastical Registrar, or under his control, by virtue of any such letters of administration, are by this Act transferred to and vested in him as Administrator General of that Presidency, and such letters of administration shall have the same effect in all respects as to any act hereafter to be done or required to be done under this Act as if they had been granted to him as Administrator General.

Letters of administration granted to the Ecclesiastical Registrar of the Madras Supreme Court since Act II. of 1850, and Estates, &c. transferred to Administrator General.

VI. The two offices of Ecclesiastical Registrar of the Supreme Court and Administrator General may be held by the present Administrator General at the Presidency of Fort St. George. With that exception, no person now holding the office of Administrator General, or hereafter to be appointed to such office, in any of the said Presidencies, shall hold the office of Ecclesiastical Registrar, nor, without the express sanction of Government, any other office, together with that of Administrator General. Provided that nothing in this Act shall prevent the present Administrator General of Bengal from holding the office of Receiver of the Supreme Court of Judicature now held by him.

Otherwise no Administrator General to be Ecclesiastical Registrar.

Administrator General not to hold any other office without sanction of Government.

Proviso.

VII. Unless the Governor General of India in Council, or the Government with the sanction of the Governor General of India in Council, shall otherwise order, every Administrator General hereafter to be appointed shall give security to

Security to be given by Administrator General.

Administrator General hereafter to be appointed shall give security to

the East India Company for the due execution of his office, for one lakh of Rupees by his own bond, and for another lakh of Rupees, or for separate sums amounting together to one lakh of Rupees, by the deposit of Government Securities or by the joint and several bond or bonds of two or more sureties to be approved by Government, or partly by such deposit and partly by such bond or bonds; provided that every Administrator

Substitution of security or sureties.

last mentioned kinds of security for another previously given for such last mentioned lakh or any part of it; and every Administrator General may, with the consent of Government, and shall from time to time, when required by Government so to do, cause fresh sureties to be substituted for any of those previously bound, so far as the security shall relate to the due execution of his office for the time then to come.

VIII. No Administrator General shall be required by the Supreme Court to enter into any administration bond, or to give other security to the Court on the grant of any letters of administration to him in virtue of his office.

No security to be required by Supreme Court on grant of letters to Administrator General.

IX. Any letters of administration, or letters *ad colligenda bona*, which shall hereafter be granted by the Supreme Court of Judicature at any of the said Presidencies, shall be granted to the Administrator General of the next of kin of the deceased; and it is hereby declared that the Administrator General of the Presidency shall be deemed to have a right to letters of administration in preference to that of any person merely on the ground of his being a creditor or friend of the deceased.

Administrator General entitled to letters of administration, unless granted to next of kin of deceased.

Administrator General entitled in preference to creditor or friend.

X. The words "next of kin" shall be deemed throughout this Act to include a widow or widow of the deceased, or any other person who, by law and according to the practice of the Courts, would be entitled to letters of administration in preference to a creditor

Construction of words "next of kin."

Ecclesiastical Registrar not to be entitled to administration by reason of his office.

XI. If any person, not being a Mahomedan or Hindoo, shall have died, whether within any of the said Presidencies or not, and whether before or after the passing of this Act, and shall, if a British subject, have left assets exceeding the value of five hundred Rupees within any of the said Presidencies, or any of the Provinces or places subject thereto, or shall, if not a British subject, have left personal assets exceeding five hundred Rupees within the local limits of the jurisdiction of the Supreme Court of Judicature at any of the said Presidencies, and no person shall, within one month after his death, have applied for probate of a will, or for any letters of administration of his estate, the Administrator General of the Presidency in which such assets shall be is hereby required, within a reasonable time after he shall have had notice of the death of such person, and of his having left such assets as aforesaid, to take such proceedings as may be necessary to obtain from the Supreme Court of Judicature at such Presidency letters of administration to the effects of such person, either generally or with a will annexed, as the case may require. Provided

Proviso as to assets under Act XX. of 1841.

that assets, which any person may be entitled to collect, receive, or dispose of, by virtue of a certificate granted under Act XX. of 1841, shall not be deemed assets within the meaning of this Section.

XII. Whenever any person, whether a Mahomedan or Hindoo or not, shall die leaving assets within the local limits of the jurisdiction of Her Majesty's Supreme Court of Judicature at any of the said Presidencies, it shall be lawful for the Court, upon the application of any person interested in such assets, or in the due administration thereof, either as a creditor, next of kin, or otherwise, or upon the application of a friend of any infant who may be so interested, or upon the application of the Administrator General, if the applicant shall satisfy the Court that danger is to be apprehended of the misappropriation of such assets, unless letters of administration of the effects of such person are granted, to make an order directing the Administrator General to apply for letters of administration of the effects of such person.

Upon death of any person leaving assets within local limits, the Court may, if assets are in danger, direct Administrator General to apply for administration.

XIII. Section XX. Act No. XIX. of 1841 is hereby repealed, except as to acts done and except as to any case in which an order shall have been made before the commencement of this Act.

Repeal of Section 20, Act XIX. of 1841.

have been made before the commencement of this Act.

XIV. Whenever any person, whether a Mahomedan or Hindoo or not, shall have died, leaving moveable or immoveable property within the local limits of the jurisdiction of any of Her Majesty's Supreme Courts of Judicature, and such Court shall be satisfied that danger is to be apprehended of the misappropriation or waste of such property, before it can be ascertained who may be legally entitled to the succession to such property, or whether the Administrator General is entitled to letters of administration to such deceased person, it shall be lawful for the Court to authorise and enjoin the Administrator General to collect and take possession of such property, and to hold or deposit or invest the same according to the orders and directions of the Court, and in default of any such orders or directions, according to the provisions of this Act so far as the same are applicable to such property; and the Administrator General shall be entitled to a commission of one per cent. upon the amount of all personal assets collected or received by him in pursuance of such order; and in case letters of administration of any such effects shall be afterwards granted to the Administrator General, the said commission of one per cent. shall be deemed a part payment of the commission payable to the Administrator General under the letters of administration. Any order of Court made under the provisions of this Section shall entitle the Administrator General to collect and to take possession of such property, and if necessary, to maintain an action for the recovery thereof.

Upon death of any person leaving property within local limits, Court may, if property is in danger, enjoin Administrator General to collect and hold the same until right of succession or administration is ascertained.

Rate of commission payable in such case.

XV. The Administrator General of the Presidency may be appointed an Official Trustee under Act XVII. of 1843.

XVI. If, in the course of proceedings to obtain letters of administration under the provisions of Sec. XI. or Sec. XII. of this Act, any executor appointed by a will of the deceased shall appear according to the practice of the Court, and prove the will, and accept the office of executor, or if any person shall appear according to such practice, and make

Probate to be granted to executor appearing in the course of proceedings taken by Administrator General to obtain administration.

will of the deceased shall appear according to the practice of the Court, and prove the will, and accept the office of executor, or if any person shall appear according to such practice, and make

out his claim to letters of administration as next of kin of the deceased, and shall give such security as shall be required of him by law or by the practice of the Court, the Court shall grant probate of the will or letters of administration accordingly, and shall award to the Administrator General his costs of the proceedings so taken by him, to be paid out of the estate, as part of the testamentary expenses thereof.

Costs of proceedings taken by the Administrator General to be paid out of the estate.

XVII. If no person

If no executor or next of kin appear or give necessary security, letters of administration to be granted to Administrator General.

entitled himself to a grant of administration shall neglect to give such security as shall be required of him by law or according to the practice of the Court, the Court shall grant letters of administration to the Administrator General. Provided that, in the case of an application being made under Section XII. of this Act for letters of administration to the

Administration to effects of deceased Mahomedans or Hindoos not to be granted under Section XII. unless required to protect the assets.

effects of a deceased Mahomedan or Hindoo, the Court may refuse to grant letters of administration to any person if it be satisfied that such grant is unnecessary for the protection of the assets, and in such case the said Court shall make such order as to the costs of the application as it shall think just.

Costs of unnecessary application.

XVIII. Nothing in this Act

Administrator General not precluded from applying for letters of administration in any case within one month after death of deceased.

XIX. If any letters

After revocation, letters of administration granted to Administrator General to be deemed as to him to have been voidable only.

the Administrator General his authority in pursuance

Exception.

such Administrator General or other person as aforesaid, after notice of a will or of any other fact which would render such letters of administration void. Provided that no notice of a will, or of any other fact which would render any such letters of administration void, shall affect the Administrator General or any person acting under his authority in pursuance of such letters of administration, unless within the period of one month from the time of giving such notice proceedings be commenced to prove the will, or to cause the letters of administration to be revoked, nor unless such proceedings be prosecuted without unreasonable delay.

XX. If any letters of administration

What payments made, or acts done by Administrator General prior to revocation of administration upon production of a will, shall be deemed valid.

letters of administration prior to the revocation thereof, which would have been valid under any letters of Administration lawfully granted to him with such will annexed, shall be deemed valid, notwithstanding such revocation.

XXI. If an executor or next of kin of the deceased

In what cases Court may recall Administrator General's administration, and grant probate, &c. to executor or next of kin.

who shall not have been personally served with a citation, or had notice thereof in time to appear in pursuance thereof, shall establish, to the satisfaction of the

Court, a claim to probate of a will or to letters of administration in preference to the Administrator General, any letters of administration which shall be granted by virtue of this Act to the Administrator General may be recalled and revoked, and probate may be granted to such executor, or letters of administration granted to such other person as aforesaid. Provided that no letters of administration, which shall be granted to the Administrator General, shall be revoked or recalled for the cause aforesaid, except in cases in which a will or co-dicil of the deceased shall be proved, unless the application for that purpose shall be made within one year after the grant to the Administrator General, and the Court shall be satisfied that there has been no unreasonable delay in making the application, or in transmitting the authority under which the application shall be made.

Unless a will is proved, application to revoke such administration must be made within one year, and without needless delay.

Application for that purpose shall be made within one year after the grant to the Administrator General, and the Court shall be satisfied that there has been no unreasonable delay in making the application, or in transmitting the authority under which the application shall be made.

XXII. If any letters of administration, which shall

Costs of obtaining administration, commission, &c. may, on revocation, be ordered by Court to be paid to the Administrator General out of the assets.

be granted to the Administrator General in pursuance of this Act, shall be revoked, the Court may order the costs of obtaining such letters of administration and the whole or any part of any commission which would otherwise have been payable under this Act, together with the costs of the Administrator General in any proceedings taken to obtain such revocation, to be paid to or retained by the Administrator General out of any assets belonging to the estate.

under this Act, together with the costs of the Administrator General in any proceedings taken to obtain such revocation, to be paid to or retained by the Administrator General out of any assets belonging to the estate.

XXIII. Any payment or delivery of assets to any

After one year from grant of administration, distribution of assets by Administrator General to be allowed against all claims of which he had no notice.

legatee, or to any person entitled in distribution, which shall be made by an Administrator General after the expiration of one year from the grant of the letters of administration under which such

payment or delivery shall be made, shall be allowed to the Administrator General as against all creditors and other claimants against the estate, of whose debts or claims he shall not have had notice before making such payment or delivery. Provided that nothing herein contained shall exempt the person to whom such payment or delivery shall be made from any liability to refund to which he would otherwise be liable, and provided also that no notice of any debt or claim shall affect the Administrator General unless proceedings to enforce the debt or claim be commenced within one month after the giving of such notice, and be prosecuted without unreasonable delay.

Person receiving payments liable to refund.

from any liability to refund to which he would otherwise be liable, and provided also that no notice of any debt or claim shall affect the Administrator General unless proceedings to enforce the debt or claim be commenced within one month after the giving of such notice, and be prosecuted without unreasonable delay.

What to be notice of debt or claim.

proceedings to enforce the debt or claim be commenced within one month after the giving of such notice, and be prosecuted without unreasonable delay.

XXIV. - All letters of administration

Letters of administration to be granted to Administrator General in virtue of his office.

be granted to any Administrator General in virtue of his office shall be granted to him by his name of office, and all letters of administration heretofore granted to the Ecclesiastical Registrar, or Administrator General officially, or which shall be granted to any Administrator General in virtue of his office, shall authorise the Administrator General for the time being of the same Presidency to act as Administrator of the estate to which such letters of administration shall relate; and all estates, effects, and interests, which, at the time of

Authority given by such letters.

Administrator General for the time being of the same Presidency to act as Administrator of the estate to which such letters of administration shall relate; and all estates, effects, and interests, which, at the time of

On death, &c. of Administrator General, estate, &c. to vest in successor.

tion, shall, upon such resignation or removal, cease to be vested in him, and shall vest in his successor in office immediately upon his appointment thereto ; and

And office books to be transferred.

tue of his office, shall be transferred to and vested in his successor in office.

XXV. All actions, suits, or other proceedings, which shall be commenced by or against any administrator General, in his representative character, may be brought by or against him

by his name of office, and no suit, action, or other proceedings already commenced, or which shall be commenced against any person as Administrator General,

Suit not to abate by death, &c.

resignation, or removal from office, of any such Administrator General, but the same may, by order of the Court, and upon such terms as to the service of notices or otherwise as the Court may direct, be continued against his successor immediately upon his appointment, in the same manner as if no such death, resignation, or removal had occurred. Provided that nothing herein-

Proviso.

before contained shall render any such successor personally liable for any costs incurred prior to the order for continuing the action or suit against him.

XXVI. The Administrator General of each of the said Presidencies, under any letters of administration

Commission to be received by Administrators General. which shall be granted to him in his official character, or under any probate which shall be granted to him of a will wherein he shall be named as executor by virtue of his office, and the Administrator General of Madras under any letters of administration which are vested in him by Section V. of this Act, shall be entitled to receive a commission, at the following rates respectively, viz. :—

The Administrator General of Bengal at the rate of 3 per cent., and the Administrators General of Madras and Bombay respectively at the rate of 5 per cent. upon the amount or value of the assets which they shall respectively collect and distribute in due course of administration.

XXVII. The commission to which the Administrator General of each of the said three Presidencies shall be entitled is intended

to cover not merely the expense and trouble of collecting the assets, but also his trouble and responsibility in distributing them in due course of administration. It is therefore enacted, that one-half of such commission shall be payable to and retained by such Administrator General upon the collection

How payable.

half thereof shall be payable to the Administrator General, who shall distribute any assets in the due course of administration, and may be retained by him upon such distribution.

Commission retained to be deemed a distribution. The amount of the commission lawfully retained by an Administrator General upon the distribution of assets shall be deemed a distribution in the due course of administration within the meaning of this Act.

XXVIII. The Governments of the said Presidencies of Fort St. George and Bombay respectively may, with the sanction of the Governor General of India in Council, from time to

the death, resignation, or removal from office of any Administrator General, shall be vested in him by virtue of such letters of administration

of such letters of administration or removal, cease to be vested in his successor in office immediately upon his appointment thereto ; and all books, papers, and documents kept by such Administrator General, by virtue of his office, shall be transferred to and vested in his successor in office.

shall be commenced by or against any administrator General, in his representative character, may be brought by or against him

either alone or jointly with any other person, shall abate, by reason of the death, resignation, or removal from office, of any such Administrator General, but the same may, by order of the Court, and upon such terms as to the service of notices or otherwise as the Court may direct, be continued against his successor immediately upon his appointment, in the same manner as if no such death, resignation, or removal had occurred. Provided that nothing herein-

before contained shall render any such successor personally liable for any costs incurred prior to the order for continuing the action or suit against him.

XXVI. The Administrator General of each of the said Presidencies, under any letters of administration which shall be granted to him in his official character, or under any probate which shall be granted to him of a will wherein he shall be named as executor by virtue of his office, and the Administrator General of Madras under any letters of administration which are vested in him by Section V. of this Act, shall be entitled to receive a commission, at the following rates respectively, viz. :—

Proviso.

The Administrator General of Bengal at the rate of 3 per cent., and the Administrators General of Madras and Bombay respectively at the rate of 5 per cent. upon the amount or value of the assets which they shall respectively collect and distribute in due course of administration.

XXVII. The commission to which the Administrator General of each of the said three Presidencies shall be entitled is intended

to cover not merely the expense and trouble of collecting the assets, but also his trouble and responsibility in distributing them in due course of administration. It is therefore enacted, that one-half of such commission shall be payable to and retained by such Administrator General upon the collection

of the assets, and the other half thereof shall be payable to the Administrator General, who shall distribute any assets in the due course of administration, and may be retained by him upon such distribution.

How payable.

Commission retained to be deemed a distribution. The amount of the commission lawfully retained by an Administrator General upon the distribution of assets shall be deemed a distribution in the due course of administration within the meaning of this Act.

XXVIII. The Governments of the said Presidencies of Fort St. George and Bombay respectively may, with the sanction of the Governor General of India in Council, from time to

time, order the aforesaid rate of commission hereby authorised to be received by the Administrators General of those Presidencies respectively to be reduced, and again to be raised. Provided that the commission so to be received shall not at any time exceed five per cent. of the assets collected, and that no person now holding the office of Administrator General of either of the said Presidencies of Fort St. George or Bombay shall, by any such order, be deprived of the right to receive and retain for his own use a commission at the rate of three per cent. in respect of all assets collected and actually administered by him.

Proviso.

XXIX. The Administrator General shall defray all the expenses of the establishment necessary for his office, and all other charges to which the said office shall be subject, except those for which express provision is made by this Act.

XXX. No person other than the Administrator General acting officially shall receive or retain any commission or agency charges for anything done as executor or administrator under any probate or letters of administration, or letters *ad colligenda bona*, which have been granted by the Supreme Court of Judicature at Fort William in Bengal since the passing of Act No. VII. of 1849, or by either of the said other Supreme Courts of Judicature since the passing of Act No. II. of 1850, or which shall here-

after be granted by either of the said Courts ; but this enactment shall not prevent any executor or other person from having the benefit of any legacy bequeathed to him in his character of executor, or by way of commission or otherwise.

XXXI. The Administrator General of each of the said Presidencies shall enter into books, to be kept by him for that purpose, separate and distinct accounts of each estate, and of all such sums of money, bonds, and other securities or money, goods, effects, and things as shall come to his hands, or to the hands of any person employed by him or in trust for him, under this Act, and likewise of all payments made by him on account of such estate, and of all debts due by or to the same, specifying the dates of such receipts and payments respectively, which said books shall be kept in the Administrator General's Office, and shall be open for the inspection of all such persons, practitioners in the said Courts and others, as may have occasion to inspect the same at office hours, paying only such reasonable fee as hath been or shall be from time to time fixed by the Government, and published in the official *Gazette* of the Presidency to which the same may relate.

Administrator General to keep a separate account-book for each estate, to be open to inspection, &c. on payment of fee, &c.

Specific bequest in favor of executors not affected.

XXXII. The Government shall have power, from time to time, to make and alter any general rules and orders consistent with the provisions of this Act for the safe custody of the assets

General, and for the remittance to the East India Company at their House in England of all sums of money which shall be payable or belong to persons resident in Europe, or in other cases where such remittances shall be required, and generally for the guidance and government of the Administrator General in the discharge of his duties ; and may, by such rules and orders, amongst other things, direct what books, accounts, and statements, in addition to those mentioned in this Act, shall be kept by the Adminis-

Government may make and alter rules and orders consistent with this Act.

For custody of assets.

For remittance of money.

For guidance of Administrator General.

rules and orders, amongst other things, direct what books, accounts, and statements, in addition to those mentioned in this Act, shall be kept by the Adminis-

mentioned in this Act, shall be kept by the Adminis-

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trator General, and in what form the same shall be kept, and what entries the same shall contain, and where the same shall be kept, and where and how the assets and securities belonging to the estates to be administered by such Administrator General shall be kept and invested or deposited, pending the administration thereof, and how and at what rate or rates of exchange any remittances thereof shall be made. Unless any such

Proviso as to rules now in force. rules shall be made and published, the rules now in force in each of the said Presidencies, so far as the same are not inconsistent with this Act, shall be of the same force and effect as if the same had been made and published under this Act.

XXXIII. Such orders shall be published in the official *Gazettes* of the several Presidencies, and it shall be the duty of the several Administrators General to obey and fulfil the same, and the same shall be a full authority and indemnity for all persons acting in pursuance thereof.

XXXIV. The Administrator General of each of the said Presidencies shall, twice in every year—that is to say, on the first day of March, and on the tenth day of August, or on the first day on

Administrator General to furnish half-yearly Schedules, &c. of Judicature at the Presidency shall be sitting after those days, or on such other days as the Government shall, by any rules or orders to be published as aforesaid, direct—exhibit and deliver, in open Court, a true Schedule showing the gross amount of all sums of money received or paid by him on account of each estate in his charge, and the balances during the period of six months, ending severally on the thirty-first day of December and thirtieth day of June next before the day of delivering such Schedule, and a true list of all bonds or other securities received on account of each of the said estates during the same period: and also a true Schedule of all administrations, whereof the final balances shall have been paid over to the persons entitled to the same, during the same period, specifying the amount of such balances, and the persons to whom paid, which Schedules shall be filed of record

Schedules to be filed and published. in such Supreme Court of Judicature, and shall, within fourteen days afterwards, be published in the official *Gazette* of the Presidency by the said Administrator General; and copies thereof in triplicate shall be delivered by such Administrator General to the Secretary of the said Presidency, and shall be sent by the Governor thereof to the Court of Directors of the East India Company, in order that the said Court of Directors may, if they think fit so to do, order the same to be deposited at the East India House, London, for public inspection, and may cause notices to be published in the *London Gazette*, and other leading newspapers, that such Schedules are open to inspection there, or may make such other orders respecting the same as they may think fit.

XXXV. The Government shall, from time to time, appoint an Auditor or Auditors to examine the accounts of the Administrator General at the times of the delivery of the said Schedules, and also at any other time when the Government shall think fit.

XXXVI. The Auditor or Auditors shall examine the Schedules and accounts, and report to the Government whether they contain a full and true account of every-

Auditors to examine Schedule, and report to Government. thing which ought to be inserted therein, and whether the books which by this Act are, or which by any such general rules and orders as aforesaid shall be directed to be kept by the Administrator General, have been duly and regularly kept, and whether the assets and securities have been duly kept and invested and deposited in the manner prescribed by this Act, or

which shall be prescribed by any such rules and orders to be made as aforesaid.

XXXVII. Every Auditor shall have power to summon as well the Administrator General as any other person or persons whose presence he may think necessary, to attend him from time to time; and to examine the Administrator General, or other party or parties, if he shall think fit, on oath or solemn affirmation, to be by him administered; and to call for all books, papers, vouchers, and documents which shall appear to him to be necessary for the purposes of the said reference: and if the Administrator General or other person or persons when summoned shall refuse, or, without reasonable cause, neglect to attend or to produce any book, paper, voucher, or document required, or shall attend and refuse to be sworn or make a solemn affirmation, when by law an affirmation may be substituted for an oath, or shall refuse to be examined, the Auditor or Auditors shall certify such neglect or refusal in writing to the Supreme Court of Judicature at the Presidency; and every

Auditors to have power to summon witnesses and to call for books, &c. person so refusing or neglecting shall thereupon be punishable in like manner as if such refusal or neglect had been in contempt of the said Supreme Court. Penalty for non-attendance.

XXXVIII. The cost and expenses of preparing and publishing the said Schedules and copies thereof, and of every such reference and examination as aforesaid, shall be defrayed by all the estates to which such schedules or accounts shall relate, which costs and expenses, and the portion payable of to be contributed by each of the said estates, shall be ascertained and settled by the Auditor or Auditors, subject to the approval of the Government, and shall be paid out of the said estates accordingly by the Administrator General.

XXXIX. If upon any such reference and examination, the Auditor or Auditors shall see reason to believe that the said Schedules do not contain a true and correct account of the matters therein contained, or which ought to be therein contained, or that the assets have not been duly kept and invested or deposited in the manner directed by this Act, or which shall be directed by any such rules and orders as aforesaid, or that the Administrator General has failed to comply with the provisions and directions of this Act, or of any such rules and orders, he or they shall report accordingly to the Government.

XL. The Government may refer every such report as last aforesaid to the consideration of the Advocate General for the Presidency, who shall thereupon, if he shall think fit, proceed summarily against the defaulter or his personal representative in the Supreme Court of Judicature in the Presidency, by petition for an account, or to compel obedience to this Act, or to such rules and orders as aforesaid or otherwise as he may think fit, in respect of all or any of the estates then or formerly under the administration of such defaulter; and the said Advocate General shall have power to exhibit interrogatories to the said Administrator General, or other person or persons, defendants, who shall be bound to answer the same as fully as if the same had been contained in a bill filed for the like purpose; and the Court shall have power upon any such petition to compel the attendance in Court of the defendant or defendants, and any witnesses who may be thought necessary, and to examine them orally or otherwise as the said Court shall think fit, and to make and enforce such order or orders as the Court shall think just.

XLI. The costs, including those of the Advocate

ceeds as aforesaid, pending any suit already instituted, or which shall be hereafter instituted, in respect thereof.

LII. If any claim shall be hereafter made to any part of the securities, monies, or proceeds which shall be carried to the account or credit of the East India Company under the provisions of this Act, and if such claim shall be established to the satisfaction of the Administrator General and Accountant General to the Government of Fort St. George and Bombay, for the time being, respectively, the said Accountant General shall direct the Sub-Treasurer of the Presidency to pay, and the said Sub-Treasurer shall thereupon pay, out of the monies of the East India Company in his custody, to the claimant, the amount of the principal so carried to the credit and account of the said East India Company, or so much thereof as shall appear to be due to the claimant. If the claim shall not be established to the satisfaction of the said Administrator General and Accountant General, the claimant may apply by petition to the Supreme Court at the Presidency against the East India Company and Administrator General of the Presidency for the time being, and after taking evidence either orally or on affidavit, in a summary way as the said Court shall think fit, the said Court shall make such order on the petition for the payment of such portion of the said principal sum as justice shall require, which order shall be binding on all parties to the suit.

Mode of proceeding by claimant to recover principal money so transferred.

LIII. Section VI. Regulation XV. of 1806 of the Bengal Code and Section V. Regulation IV. of 1809 of the Madras Code are hereby repealed.

LIV. Whenever any British subject shall die leaving personal assets within the limits of the jurisdiction of a Zillah Judge, and no will shall be found among the effects of the deceased, it shall be the duty of the Zillah Judge to report the circumstance without delay to the Administrator General of the Presidency, retaining the property under his charge until letters of Administration shall have been obtained by the Administrator General or by some other person from the Supreme Court of Judicature, when the property shall be delivered over to the person obtaining such letters of Administration, or in the event of a will being discovered, to the person who may obtain probate of the will.

Zillah Judge in certain cases to take charge of property of a British subject dying within the Zillah, and to report to Administrator General.

LV. In the construction of this Act, the word "Government" shall be deemed to mean the Governor General of India in Council, so far as the Act relates to the Presidency of Fort William in Bengal, or any place subordinate thereto, and the person or persons for the time being administering the Executive Government of the Presidency, so far as the Act relates to the Presidencies of Fort St. George and Bombay respectively; the words "letters of administration" shall include any letters of administration, whether general or limited, or with a will annexed, and letters *ad colligenda bona*. Words in the masculine gender shall include the feminine; and words in the singular number shall include the plural, and *vice versa*; unless where such construction would be inconsistent with or repugnant to the context.

LVI. Acts VII. of 1849 and II. of 1850 are hereby repealed as to all letters of administration which shall hereafter be applied for or granted.

LVII. Nothing in this Act is intended to require the Administrator General to take proceedings to obtain letters of administration to the estate or effects of any officer or soldier or other person subject to any Articles of War, or to the estate or effects of any officer, seaman, or other person dying in the Marine Service of the East

Act not to apply to administration of estates of soldiers or sailors.

India Company, called the Indian Navy, unless when the Administrator General shall be duly authorised or required so to do by the Military Secretary, or other officer having similar powers with regard to the estate or effects of any officer, seaman, or other person dying in the Indian Navy; nor is anything in this Act contained intended to interfere with or alter the provisions of any Act of Parliament for regulating the payment of regimental debts and the distribution of the effects of officers and soldiers dying in the Service of the East India Company, or of any Articles of War, or of any Act of Parliament relating to the Indian Navy.

LVIII. This Act shall commence and take effect from the 1st day of March 1855.

W. MORGAN,
Clerk of the Council.

Legislative Council.

17th February 1855.

The following Bill was read a second time in the Legislative Council on the 17th February 1855, and referred to a Select Committee, who are to report thereon after the 21st of May next:—

A Bill for making better Provision for the Education of Male Minors and the Marriage of Male and Female Minors subject to the Superintendence of the Court of Wards, in the Presidency of Fort St. George.

1. The general superintendence and control of the education of every male minor, whose property has been or shall be brought under the management of the Court of Wards in and for any part of the Presidency of Fort St. George by virtue of any Act or Regulation which now is or hereafter shall be in force, is hereby vested in the Collector of Revenue, acting under the said Court of Wards, in the Zillah or District wherein such minor's estate is situate; or, if such minor is possessed of immoveable property in different districts, in such one of the Collectors of Revenue of such districts as the said Court of Wards shall select.

II. It shall be lawful for every Collector of Revenue, in whom the superintendence of the education of any minor is vested by this Act, to direct that such minor shall reside, either with or without his guardian, at the Sudder Station of the District, or at any other place within the said Presidency, and shall attend for the purposes of education such school or college as to the said Collector may seem expedient; and to make such provision as may be necessary for the proper care and suitable maintenance of the said minor whilst attending such school or college.

III. If it shall appear to the Collector inexpedient to place any such minor at a school or college, he shall cause such minor to be educated by a private tutor, properly qualified, either at the family residence of such minor, or at the Sudder Station or elsewhere within the said Presidency, and in that case also the Collector shall have power to determine from time to time the place of residence of such minor, and to make such provision as may be necessary for his proper tuition and maintenance during the period of his education.

IV. All charges and expenses which may be incurred on account of any male minor ward under the provisions of this Act, for college or school fees, or for other charges of tuition or education, or by reason of his residence in any place other than his own home or otherwise, shall be defrayed from the profits of his estate in the same manner as

General control and superintendence of the education of Male Minor Wards vested in Collectors of Revenue.

Collectors to have power to cause Male Minor Wards to be educated at any school or college.

Or, in certain cases, to cause such Wards to be educated by a private tutor.

Charges and expenses incurred under this Act to be paid out of the profits of the Ward's estate.

Legislative Council.

3rd March 1855.

The following Bill was read a second time in the Legislative Council on the 3rd March 1855, and referred to a Select Committee, who are to report thereon after the 7th of June next:—

A Bill to facilitate the Payment of Small Deposits in Government Savings' Banks to the Representatives of deceased Depositors.

Whereas it is expedient to facilitate the payment of small sums belonging to the estates of deceased depositors in the Savings' Banks established by Government within any part of the territories in the possession and under the government of the East India Company to the representatives of such depositors; It is enacted as follows:—

Preamble.

I. If a depositor in any Government Savings' Bank shall die, leaving therein a sum of money not exceeding five hundred Rupees exclusive of interest, and probate, &c., money belonging to the estate of a deceased depositor, or a certificate granted under Act No. XX. of 1841, or under Section 4 of Act No. X. of 1851, shall not be produced to the Secretary of such Bank within the period of two months from the time of the death of the said depositor, it shall be lawful for the Secretary of such Bank to pay the same to any person or persons who shall appear to him to be entitled to receive the same or to administer the effects of the deceased;

and such payment shall be a full indemnity and discharge in respect of the money so paid; but nothing herein contained shall preclude any executor or administrator of the deceased from recovering from the person or persons receiving the same the amount remaining in his or their hands after deducting the amount of all debts or other demands lawfully paid or discharged by him in due course of administration; and any creditor or claimant against the estate of the deceased shall be at liberty to recover his debt or claim out of the money so paid to such person or persons and remaining in his or their hands unadministered, in the same manner and to the same extent as if such person or persons had obtained letters of administration to the estate of the deceased.

And of creditor, security as he shall think necessary from any person or persons to whom he shall pay any money under the preceding Section for the due administration and distribution of the money so paid.

II. The Secretary of any such Bank may take such security for due administration, as he shall think necessary from any person or persons to whom he shall pay any money under the preceding Section for the due administration and distribution of the money so paid.

III. For the purpose of ascertaining the right of the person or persons claiming to be entitled as aforesaid, it shall be lawful for the Secretary of any such Bank to administer an oath or affirmation; and every person who, having been sworn or having taken a solemn affirmation under this Act, shall wilfully give false testimony upon any examination authorised by this Act, shall be deemed guilty of perjury, and if convicted, shall be liable to be punished accordingly.

IV. From and after the passing of this Act no Administrator General or Administrator General of a Presidency shall grant a certificate under Section 43 of Act No. VIII. of 1855 in respect of any sum of money deposited in a Government Savings' Bank.

other expenses incurred under the authority or with the sanction of the Court of Wards.

V. It shall be lawful for the Court of Wards, on the application of a Collector, to remove from office any guardian who shall neglect or refuse to obey, or shall evade compliance with any orders passed or directions given by such Collector under the provisions of this Act, and to cause a new guardian to be appointed in his place, whether the person so removed shall have been first invested with the guardianship of the minor upon the nomination of a Collector acting under the Court of Wards or by a testamentary appointment confirmed by the Court of Wards.

VI. The guardian so removed shall, notwithstanding his removal, continue liable to account to the Collector for his receipts and disbursements during the period of his guardianship, and every guardian appointed in the place of a guardian so removed shall be chosen in the same way, and shall have the same rights and powers and be subject to the same responsibilities as persons originally appointed to be guardians of minors by a Collector of Revenue acting under the Court of Wards.

VII. The right to the custody of the person of any male minor, whose property is under the management of the Court of Wards, is hereby vested in the person appointed with the sanction of the Court of Wards, either originally or upon the removal of a former guardian to be the guardian of such minor, or, in the absence of any such person, the Collector of Revenue having the superintendence of the education of such minor under the provisions of the Act.

VIII. All orders and proceedings of a Collector under the provisions of this Act shall be subject to the revision of the Court of Wards, and every person aggrieved by any such order or proceeding may prefer an appeal therefrom to the Court of Wards.

IX. And whereas it frequently happens that a minor whose property is under the care of the Court of Wards has a younger brother or brothers entitled by law to maintenance and education at the charge of the estate, all the powers and provisions hereinbefore contained for promoting the education of such minor are hereby declared and made applicable to the case of such younger brother or brothers.

X. And whereas it has been deemed expedient to invest the said Court of Wards and its agents the Collectors of Revenue with control over the marriages of minors whose property is subject to the said Court of Wards, and also over the marriages of the infant male and female members of the families of such minors, the expenses of which marriages are by law chargeable on the estate, it is hereby provided that every person who shall aid or abet the marriage of any minor, the superintendence of whose education is vested by this Act in a Collector of Revenue, or the marriage of an infant brother or sister of such minor, without the leave of the said Collector of Revenue to such marriage first had and obtained, shall, on conviction before a Court of Session upon the prosecution of such Collector, be liable to fine not exceeding or to imprisonment not exceeding the term of with or without hard labour.

XI. The foregoing Sections applicable also to the younger brothers of Wards.

XII. Marriage of Male and Female Minors.

XIII. Administrator General not to grant certificate in respect of money deposited.

W. MORGAN,
Clerk of the Council.

V. Nothing in this Act contained shall apply to the payment of any money deposited in a Government Savings' Bank belonging to the estate of any European Officer or Soldier dying in India, or of any European Officer or Soldier dying in the Service of the East India Company, or to the estate and effects of any Officer, Seaman, or other person dying in the Marine Service of the said Company called the Indian Navy, or to the estate and effects of any person who, at the time of his death, was a deserter from any of the said Services.

W. MORGAN,
Clerk of the Council.

Legislative Council.

3rd March 1855.

The following Bill was read a second time in the Legislative Council on the 3rd March 1855, and referred to a Select Committee, who are to report thereon after the 7th of June next:—

A Bill for the Repeal of the Usury Laws.

Whereas it is expedient to repeal the laws now in force relating to Usury; It is enacted as follows:—

Preamble.

I. Section 30 of the Act of Parliament passed in the thirteenth year of the reign of his late Majesty King George the Third, intituled "An Act for establishing the better Management of the Affairs of the East India Company as well in India as in Europe," shall not apply in any part of the territories in the possession and under the government of the said Company to any bond, contract, or assurance whatsoever which shall be made or entered into within the said territories after the passing of this Act; and the several parts of Regulations mentioned in the Schedule hereto, and all laws in force in any part of the said territories relating to Usury, are hereby repealed.

II. If by any contract hereafter to be entered into a certain rate of interest be agreed upon, such rate of interest shall be lawful and binding between the parties.

III. Payment of interest exceeding the rate of six per centum per annum shall not be enforced in any future transaction, unless such rate be expressly agreed upon by contract in writing, signed by the person to be charged therewith.

Provided that any Court may, in an action or suit upon such written contract, direct that the judgment or decree shall bear interest at a rate not exceeding the rate of interest mentioned in the contract.

IV. Nothing hereinbefore contained shall be deemed to affect Section XV. Regulation III. 1793 of the Bengal Code, Section IX. Regulation VII. 1795, or Clause 3 Section VI. Regulation VIII. 1805, of the same Code, or any other Law or Regulation now in force, so far as they relate to the proof required to authorise Courts to decree payment or satisfaction of any sum due on a Tamassook or Bond.

V. Compound interest shall not be recoverable, unless the party to be charged therewith shall, after the original interest has become due, have agreed, in writing signed by him, that the same shall be deemed principal.

VI. Whenever, under the Regulations of the Bengal Code, a deposit or tender may be made of the principal sum and interest due upon any mortgage or conditional sale of land hereafter to be entered into, the amount of interest to be deposited or tendered shall be at the rate stipulated in the contract, or if no rate has been stipulated, at the rate of six per centum per annum.

VII. In any case in which an adjustment of accounts may become necessary between the lender and the borrower of money upon any mortgage, conditional sale of landed property, or other contract whatsoever, which may be entered into after the passing of this Act, interest shall be calculated at the rate stipulated therein; or, if no rate of interest shall have been stipulated, at the rate of six per centum per annum.

VIII. Nothing hereinbefore contained shall prejudice or affect the rights or remedies of any person, or diminish or alter the liabilities of any person in respect of any act done, or contract entered into, previously to the passing of this Act.

SCHEDULE.

Sections IV. VI. VII. VIII. and IX., Regulation XV. 1793, of the Bengal Code.

Sections III. V. VI. VII. and VIII., Regulation XXXIV. 1803, of the same Code.

Clause 1, Section XXIII. Regulation VIII. 1805, of the same Code, so far as it extends the above-mentioned Sections of Regulation XXXIV. 1803 to the Zillahs therein referred to.

Clauses 3, 4, and 5, Section IX. Regulation XIV. 1805, of the same Code; and so much of Section XI. of the same Regulation as may be deemed to have extended to the Zillah of Cuttack any of the above-mentioned Clauses or Sections.

Section II. Regulation XVII. 1806, of the same Code, so far as it extends to the Province of Benares, subject to modifications, the above-mentioned Sections of Regulation XV. 1793; and Section IV. of the same Regulation.

Section X. Regulation XV. 1793; Section IX. Regulation XXXIV. 1803; Clause 1, Section XXIII. Regulation VIII. 1805; Clause 6, Section IX. Regulation XIV. 1805; and Section VI. Regulation XVII. 1806, all of the same Code, so far as they may be deemed to limit the rate of interest to be allowed on mortgage bonds, or bonds for the mortgage of real property.

Sections II. IV. V. and VI. Regulation XXXIV. 1802, of the Madras Code; and Section VIII. of the same Regulation, so far as it may be deemed to limit the rate of interest to be allowed on mortgage bonds.

Section XXII. Regulation IV. 1816, of the same Code.

Section XIV. Regulation V. 1816, of the same Code.

Section XV. Regulation VI. 1816, of the same Code.

Section XIII. Regulation VII. 1816, of the same Code.

So much of Section VII. Regulation II. 1825, of the same Code, as limits the rate of interest to be allowed by the Courts on bonds or other instruments which shall be entered into after the passing of this Act.

Sections X. XI. and XII. Regulation V. 1827, of the Bombay Code.

W. MORGAN,
Clerk of the Council.

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 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 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. Comy. Genl.'s Office,
7th March 1855.

જાહેર ખબર.

હિંમ્મીથી આપવામાં આવે છે, જે તારીખ ૨૨ મી ચાલ
તા મહિનાની ને મંગળવારને દિને અપેરના ક્લાક ૧ વાગે
ચુઆઈની કમીશરી હાશીમાં મુરદાની પેરી આપવા વતરો
ગેનુ કંટરાકટએક વરરાનુ વેચવામાં આવશે તે જે તારીખથી
કમ્બલ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

ले शय्यरा अं कंशकट देवा साहातो होम्मे तेले आम्मे
हश्रीशाम्क दररोन क्लाक ३१ थी ते प शुश्री अरन कुरीआथी
बावना वीस्टनी नडल तथा ते शीयाम्मे ले कंभं अयर
नेहरो ते आपयाम्मां आवरो.

मुआधनी देपीडरी कुमीरारी ननशाल साहेअनी
आश्रीश तारीअ ७ भी मार्य सने १८५५
धश्री.

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 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 masters which may be seen in this Office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores 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. Comy. Genl.'s Office,
7th March 1855.

બહાર ખર્ચ.

હિઆથી આપવામાં આવે છે જે તારીખ ૨૩ મી ચાલતા મહીનાની ને વાર શુકરને દીને બપોરના બરોબર ૧ વાગે તે મુંબાઈની કમીસારી હાજીરામાં લોહોરાની જનરો ગામડી બનાવેલીનું કંટ્રાક્ટ બે વરરાનું વેચવામાં આવશે તે જે તારીખથી કમ્પ્લ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટ્રાક્ટ લેવા ચાહતો હોએ તેણે આએ આપીરામાં દરરોજ કલાક ૧૧ થી તે ૫ થુની અરજ કરીઆ થી ભાવના લીસ્ટની નકલ તથા તે શીલાએ જે કાંઈ ખબર જોઈશે તે આપવામાં આવશે.

મુંબાઈની ડેપીટી કમીસારી જનરલ રાહેબની

હાજીરા તારીખ ૭ મી માર્ચ રાને ૧૮૫૫
કરીવી.

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 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 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 farther 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. Comy. Genl.'s Office,
7th March 1855.

જાહેર ખબર.

હિઆથી આપવામાં આવે છે જે તારીખ ૨૪ મી ચાલ-તા મહિનાની ને વાર રાત્રીને દિને અપોરના યરોબર ૧ વાગે મુબાહની કમિસરી આપીરામાં લોહોરાની જનરો વેલાતી બનાવેલીનુ કંટરાકટ ખે વરરાનુ વેચવામાં આવશે તે જે તારીખથી કચ્છલ કરશે તે તારીખથી ચાલુ કરીખામાં આવશે.

જે રાખરા એ કંટરાકટ લેવા ચાહાતો હોએ તેણે આએ આપીરામાં દર રોજ કલાક ૧૧ થી તે ૫ શુચી અરજ કરી-આથી ભાવના લિચ્છની નકલ તથા તે શિલાએ જે કાંઈ ખબર જોહશે તે આપવામાં આવશે.

મુબાહની ડેપીટરી કમીસરી જનરાજ રાહેબની આપીરા તારીખ ૭ મી માર્ચ રાને ૧૮૫૫ ધરાવી.

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 MISCELLANEOUS 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 received at this Office on Wednesday the 28th 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 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 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 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. Comy. Genl.'s Office,
7th March 1855.

જાહેર ખપર.

હિઆથી આપવામાં આવે છે, જે તારીખ ૨૮ મી ચાલતા મહીનાની ને શુક્રવારને દિને અપોરના બરોબર કલાક ૧ વાગતે મુંબાઈની કમીસારી આશીરામાં તરેવાર ગામટી બનાવેલી જનશો આપવાનું કંટરાકટ નંબર ૩ રિટીડલ પરમાણે બે વરરાનું વેચવામાં આવશે તે જે તારીખથી કુચ્છ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રખરા એ કંટરાકટ લેવા ચાહાતો હોએ તેણે આએ આશીરામાં દરોજ કલાક ૧૨ થી તે ૫ શુધી અરજ કરી આથી ભાવના સિરેટની નકલ તથા તે રાવાએ જે કાંઈ ખપર જોઈશે તે આપવામાં આવશે.

મુંબાઈની ડેપીટી કમીસારી જનરાલ શાહેબની આશીરા તારીખ ૭ મી માર્ચ રાને ૧૮૫૫ ઈસવી.

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 the ARTICLES of SHIP CHANDLERY and NAVAL STORES, as per Schedule No. 2, 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 Thursday the 5th 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 thousand nine hundred and ninety-five (1,995), 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 thousand nine hundred and eight-two (7,982), 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 three hundred (300), 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 thirty-nine thousand nine hundred and fourteen (39,914).

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

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Bombay, Depy. Commy. Genl.'s Office,
13th March 1855.

જાહેર ખબર.

હીઆથી આપવામાં આવે છે, જે તારીખ ૫ મી આવાતા મહીનાની તે વાર ગરેહને દિને બપોરના બરોબર કલાક ૧ વાગે તે મુંબઈની કમીસરી આશીરામાં શીખ ચાંદલરી અને નેવલ રોડરની નવનસ આપવાનું કંટરાકટ બે વરસનું નંબર ખાલ શીદલ પ્રમાણે વેચવામાં આવશે તે જે તારીખથી કચ્છલ કરવામાં આવશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટરાકટ લેવા માહાતો હોએ તેણે આએ આશીરામાં દર રોજ કલાક ૧૧ થી તે ૫ થુધી અરજ કરેઆ થી ભાવના લીસ્ટની નકલ તથા તે શીવાએ જે કંઈ ખબર નોંધશે તે આપવામાં આવશે.

મુંબઈની ડેપીટી કમીસરી નવરલ સાહેબની આશીસ તારીખ ૧૩ મી માર્ચ સને ૧૮૫૫ ઇસવી.

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Notice

Is hereby given that persons desirous of entering into a contract for the FEED and KEEP of GOVERNMENT HORSES, under transmission to Outstations, overland, 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), obtains 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 30th instant, at 1 o'clock precisely, when bidders will be required to bid a per-centage above or below the rates exhibited in the above list at which they will undertake the contract, on the understanding that the Ghoravallas and Muccadums to be supplied under this contract shall be strong, active men, and of good character, and the Gram, Forage, and other articles shall be of unexceptionable quality, according to masters which may be seen in this Office; and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the Government Officer proceeding in charge of such Horses; 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. A Farrier is to accompany all batches of Horses whose number is above twenty-five, to be furnished at the expense of the contractor.

4. A steady Ghorawalla is to be furnished for each Horse, and one Muccadam to every twenty-five Keepers.

5. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees two hundred and thirty-six (236), which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract 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 nine hundred and forty-four (944), which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

6. A contractor must comply immediately with all emergent demands for the despatch of Horses to Outstations, and meet others of less urgency within the periods stated in the Departmental Orders furnished from this Office, in failure whereof the Horses will be dispatched to their destination at his risk and expense, 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 of from Rupees fifty (50) 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; and in every such case 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 5 of this Notice will be forfeited to Government.

7. It is also to be understood, that any delay, negligence, evasion, or refusal on the part of a contractor to make supplies of Gram, Forage, and other articles on the line of march for the use of the Horses in his charge, 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.

8. 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.

9. 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.

10. Bills for supplies made, and for such other work performed under this contract, must be preferred within one month from the date of the delivery of the supplies and the performance of the work, in default of which the contractor will forfeit the full value of the supplies or work for which bills have not been so preferred, unless it clearly appear, to the satisfaction of the Commissary General, that the delay was unavoidable.

11. 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.

12. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 9 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.

13. The annual outlay on the above contract is estimated at Rupees four thousand seven hundred and thirty (4,730).

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

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Bombay, Depy. Commy. Genl.'s Office,
13th March 1855.

જાહેર ખબર.

હિઆથી આપવામાં આવે છે જે તારીખ ૩૦ મી ચાલ તા મહીનાની ને વાર શુકરને દિને ખયોરના ખયોર ૧ વાગતે મુખબની કમીસરી આશીરામાં સરકારી ઘોડા પગર શતે ખારગામ જતા હશે તેજ વખતે તેઓના દાનાપાણીનો બંદોબસ્ત કંતરાકરને કરશે પરંતુ કંતરાકર ખેવરખનુ વેચવામાં આવશે તે જે તારીખથી કમ્પલ કરશે તેજ તારીખથી ચાલુ કરીઆમાં આવશે.

જે શખરા મે કંતરાકર લેવા ચાહાતો હોએ તેલે આએ આશીરામાં દરરોજ કલાક ૧૧ થી તે પ શુધી અરજ કરીઆ

થી ભાવના વિચ્છિના નક્કલ તથા તે શિવાએ જે કાંઈખખર લેખશે તે આપવામાં આવશે.

મુખબની ડેપીકમીસરી જનરલ સાહેબની આશીરા તારીખ ૧૩ મી માર્ચ સને ૧૮૫૫ ઈસવી.

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

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 tender, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule or list of prices, and such information relating thereto as they may require.

2. Sealed tenders for the contract will be received at this Office on Saturday the 31st instant, at 1 o'clock precisely. These must specify, both in words and figures, the rate per cent. above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, 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. 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 tender will be received unless accompanied by a deposit, in cash, of 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 tender 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 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 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 tender is accepted will be required to produce his sureties for the approval of the Honorable Company's Solicitor, within fifteen days from the date of the acceptance of his tender, or the contract will be resold. No reason will be stated for rejecting any security offered.

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 tendering 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 tender 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 tender.

R. J. SHAW, Major,
Assist. Commy. General, in Charge.
Bombay, Depy. Commy. Genl.'s Office,
13th March 1855.

બહાર ખાતર.

હિન્દીમાં આપવામાં આવે છે તે તારીખ ૩૧ મી ચાલ તા મહિનાની રાનીવારને દીને અપોરના બરોબર કલાક ૧ વાગે તે મુંબાઈની કમીસારી હાજીરામાં મેટીકલ કમ્પ્લેટ અથવા આરાઈ રોગો તથા એ શીનાએ ખીજી જીનરોનુ કંટરાકટ એક વરસનુ વેચવામાં આવશે તે તે તારીખથી કમ્પ્લેટ કરવામાં આવશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

તે રાખરા એ કંટરાકટ લેવા ચાહાનો હોએ તેણે આએ હાજીરામાં દર રોજ કલાક ૧૧ થી તે ૫ થુવી અરજ કરીઆથી ભાવના લીસ્ટની નક્ક તથા તે શીનાએ તે કાંઈ ખખર જોઈશે તે આપવામાં આવશે.

મુંબાઈની દેવીડી કમીસારી જનરાલ રાહેબની હાજીરા તારીખ ૧૩ મી માર્ચ રાને ૧૮૫૫ ઈસવી.

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

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.

Advertisement.

To be sold by PUBLIC AUCTION, at the Grand Arsenal, on Friday next the 23rd instant, at 12 o'clock (noon), sundry CONDEMNED ORDNANCE STORES, belonging to the Honorable Company. A list of the articles to be sold may be seen at the Office of the Principal Commissary of Ordnance.

Terms of Sale.—A deposit of 20 per cent. will be required on the lots knocked down at a price higher than Rs. 50 each; those sold below that price to be paid for and cleared away immediately.

The lots on which deposits may be made to be paid for and removed within six days from the date of the sale, or otherwise the deposits will be forfeited to Government, and the articles sold at the risk and expense of the first purchaser.

M. F. WILLOUGHBY, Lieut. Colonel,
Principal Commissary of Ordnance.
Bombay, Grand Arsenal,
14th March 1855.

जिल्हा न्याय.

म्हणजे जे आनराबल कंपनीनां तोपखानांनुं २६ फेब्रुवारीपर्यंत शासन गरांड आरसनलनां सादत महीनानी तारीख २३ मी शुक्रवारने दिने आर वागत जिल्हा खिलाम करीने वेचवामां आवरो वेचालुनां शांभाननी धम्मिदी तोपखानांनुं मुख् कुमिशरीनी कुमेशीमां लोवाने मलरो.

वेचालुनो करार—५० र्शीम्मा करतां जस्ती क्रीमतनो लाठ लीधो अथे ६२ शेकडे ४३ २० परमांथे अथेन आनामत मुकनो लोधम्मे तथा सदरहु क्रीमत करतां ले लाठो ओछी डिमते वेचरो तेनो अथेन तुरत आपीने लाठे लेधे न्या.

ले लाठेवर अथेन आनामत मुकरो ते लाठे वेचालुनी तारीखी ६ दिवसनी अंहर अथेन भरीने लेधे न्या. नही तो आनामतनो अथेन शरकार दाखल थरो तथा ते शांभान कुशीथी वेचालुमां आवरो तेनो लोपम तथा अरय पेड्डा अरीदरने माथे पडरो.

सही.

अ.म. अ.क. वि.लोपी, लेकटेनेट कुनल,
तोपखानांनुं मुख् कुमिशरी.

तारीख १४ मार्च राने १८५५ धिसवी
मुकाम मुंबई गरांड आरसनल.

VENAYEK WASSODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसा जे हनराबल कंपनीचे तोफखान्यांचे रद्द केलेले किरकोळ सामान ग्रांड आरसनल येथे चालते महिन्याची तारीख २३ शुक्रवारचे रोजी बारा वाजतां जाहिर लेलाव करून विकले जाईल. विकावयाचे सामानाची याद तोफखान्याचे मुख् कुमिशरीचे कचेरींत पाहण्यास मिळेल.

विकरीचा करार—पन्नास रुपया पेक्षां जास्ती किमतीचा लाट घेतला म्हणजे दर शेकडा टॅक २० प्रमाणे एवज अमानत ठेविला पाहिजे व सदरहु किमती पेक्षां कमी जे लाट विकतील त्यांचा एवज तात्काळ देऊन लाट घेऊन जावे.

ज्या लाटांवर एवज अमानत ठेवितील ते लाट विकरीचे तारीखे पासून ६ दिवसाचे आंत एवज भरून घेऊन जावे नाहीं तर अमानतीचा एवज सरकार दाखल होईल व ते सामान पुन्हा विकतील त्यांचे जोखम व खर्च पहिले खरीददाराचे माथा पडेल.

सही.

एम. एफ. उडल्वी लेफ्टनेट कर्नल,
तोफखान्याचे मुख् कुमिसरी.

तारीख १४ मार्च सन १८५५ इसवी
मुकाम मुंबई ग्रांड आरसनल.

VENAYEK WASSODEW,
Oriental Translator to Govt.

Notice.

With reference to the former Advertisement, the Collector of Hyderabad in Scinde has appointed Mr. C. A. Lyons to be Head Clerk in his Office.

A. F. BELLASIS,
Collector.

Camp Wunai, 8th March 1855.

Notice.

Sealed tenders will be received at this Office, on Monday the 26th instant, at 12 o'clock noon, contracting for the SUPPLY of 150 Candies 1st Sort Gogary GRAIN, viz. Gram, Wooreed, or Mutt, to be delivered at the premises of the Gunpowder Manufactory, free of all charges and expenses. The supply to be completed within fifteen days from the date of the tender being accepted.

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

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

Gunpowder Manufactory, Mazagon,
9th March 1855.

जिल्हा न्याय.

म्हणजे जे अथल जतना यल्लुं अथवा अडद अथवा मठ १५० आंडी पुरा पाडवा आभतनो धळिरो लेवानी मोहोरअंहर अरुळुंमां सादत महीनानी तारीख २६ मी सोमवारने दिने आर वागत आ कुमेशीमां लेरो—आ सामन अंहुकुना दाखना करणानांमां पोहोच्यो आपणुं लोधम्मे—तेनो अरय पोहोच्योआनारने माथे—आ सामन अरुळु मंजुर थाअे ते तारीखी १५ दिवसमां पुर पाडुं लोधम्मे.

लेनी अरुळु मंजुर थाअे तेथे पोतानो करार परापर पुरो करवा सां ३०० र्शीम्मा आनामत मुकना लोधम्मे अरुळुमां ६२ आंडीनो लाव लप्यो. डोधनी अरुळु २६ कररो तेनुं कारुळु डेरुनो नही.

सही.

ड. अ. शरकरसन, लेकटेनेट कुनल,
अंहुकुना दाखना अथेन.

तारीख ६ मी मार्च राने १८५५ धिसवी मुकाम
मुंबई मन्गलाम अंहुकुना दाखनां कारणांनुं.

VENAYEK WASSODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसा जे अवल प्रतीचे चणे किंवा उडीद किंवा मठ खंडो १५० पुरविण्याविशीं मख्ता करण्या बाबद मोहरवंद अर्ज चालते महिन्याची तारीख २६ सोमवारचे रोजी बारा वाजतां ह्या कचेरींत घेतिल तें सामान बंदुकीचे दारूचे कारखान्यांत पोहचवून दिल्लें पाहिजे त्याचा खर्च पोहचविणाराचे माथासदरहु सामान अर्ज मंजुर झाल्याचे तारखे पासून १५ दिवसांत पुरविल्लें पाहिजे.

ज्याचा अर्ज मंजुर होईल त्याणे आपला करार बराबर पुरा करण्या करितां तीनशें रुपये अमानत ठेविले पाहिजेत अर्जांत दर खंडीचा भाव ल्याहाता व कोणाचा अर्ज रद्द करतील त्यांचे कारण सांगणार नाहीं.

सही.

ई. ए. फारकरसन, लेफ्टनेट कर्नल,
बंदुकीचे दारूचे एजंट.

तारीख ९ मार्च सन १८५५ इसवी मुा
माजगांव बंदुकीचे दारूचा कारखाना.

VENAYEK WASSODEW,
Oriental Translator to Govt.

BOMBAY PRICE CURRENT
 OF MEAT, POULTRY, FRUIT, BREAD, FLOUR, RO LONG, SAGO, BUTTER, MILK, FIREWOOD, OIL,
 CANDLES, SOAP, GHEE, SUGAR, GRAIN, &c. &c.—Quoted by the Dealers.

BEEF.		Rs. a. p.
Prime Pieces.....1st sort, 8 to 10 lbs.	1	0 0
" " " " " " " " " " " "	2	1 0 0
" " " " " " " " " " " "	3rd	10 " 1 0 0
Brisquet and Round.....1st	12	1 0 0
" " " " " " " " " " " "	2nd	14 " 1 0 0
" " " " " " " " " " " "	3rd	16 " 1 0 0
Meat for Soup.....14	1	0 0
Shin, large.....each	0	3 6
" " " " " " " " " " " "	small	0 3 0
Ox Tail....." "	0	8
Tongue, large....." "	0	8 0
" " " " " " " " " " " "	small	0 2 6
Heart, large....." "	0	2 6
" " " " " " " " " " " "	small	0 1 0
Marrow-bone....." "	0	1 0
Ox Palates....." "	0	1 0
Feet....." "	0	4 0
Suet.....per lb.	0	4 0
Tongues (salted, dry), Poona.....each	0	5 0
" (pickled), Bombay....." "	0	5 0
VEAL, SMALL.		Rs. a. p.
Hind Quarter.....1st sort, 4 lbs.	1	0 0
" " " " " " " " " " " "	2nd	5 " 1 0 0
" " " " " " " " " " " "	3rd	6 " 1 0 0
Fore Quarter.....1st	5	1 0 0
" " " " " " " " " " " "	2nd	6 " 1 0 0
" " " " " " " " " " " "	3rd	6 1/2 " 1 0 0
VEAL, LARGE.		Rs. a. p.
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0 0
" " " " " " " " " " " "	2nd	5 1/2 " 1 0 0
" " " " " " " " " " " "	3rd	6 1/2 " 1 0 0
Fore Quarter.....1st	5 1/2	1 0 0
" " " " " " " " " " " "	2nd	6 1/2 " 1 0 0
" " " " " " " " " " " "	3rd	7 " 1 0 0
Head.....1st	12	0 0
" " " " " " " " " " " "	2nd	10 0 0
" " " " " " " " " " " "	3rd	8 0 0
Feet....." "	4	0 0
Liver and Heart.....each	1	0 0
MUTTON FOR EUROPEANS.		Rs. a. p.
Saddle.....1st sort, per lb.	0	3 0
" " " " " " " " " " " "	2nd	0 2 0
" " " " " " " " " " " "	3rd	0 1 0
Leg, Loin, Neck, & Shoulder, 1st	0	2 0
" " " " " " " " " " " "	2nd	0 1 0
" " " " " " " " " " " "	3rd	0 1 3
Breast.....1st	0	1 3
" " " " " " " " " " " "	2nd	0 1 3
" " " " " " " " " " " "	3rd	0 1 0
Tongue, Sheep's.....each	0	0 6
Brains....." "	0	0 0
Head....." "	1	0 0
Liver and Heart....." "	0	0 0
Kidneys....." "	0	0 4
Feet....." "	0	4 0
Suet.....per lb.	0	4 0
MUTTON FOR NATIVES.		Rs. a. p.
First sort.....10 lbs.	1	0 0
Second " " " " " " " " " " " "	12	1 0 0
Third " " " " " " " " " " " "	16	1 0 0
KID, SMALL.		Rs. a. p.
Hind Quarter.....1st sort, 4 lbs.	1	0 0
" " " " " " " " " " " "	2nd	5 " 1 0 0
" " " " " " " " " " " "	3rd	6 " 1 0 0
Fore Quarter.....1st	5	1 0 0
" " " " " " " " " " " "	2nd	6 " 1 0 0
" " " " " " " " " " " "	3rd	7 " 1 0 0
Head, Feet, Liver, and Heart.....each	0	4 0
KID, LARGE.		Rs. a. p.
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0 0
" " " " " " " " " " " "	2nd	5 1/2 " 1 0 0
" " " " " " " " " " " "	3rd	6 1/2 " 1 0 0
Fore Quarter.....1st	5 1/2	1 0 0
" " " " " " " " " " " "	2nd	6 1/2 " 1 0 0
" " " " " " " " " " " "	3rd	7 " 1 0 0
LAMB, SMALL.		Rs. a. p.
Hind Quarter.....1st sort, 4 lbs.	1	0 0
" " " " " " " " " " " "	2nd	5 " 1 0 0
" " " " " " " " " " " "	3rd	6 " 1 0 0
Fore Quarter.....1st	5	1 0 0
" " " " " " " " " " " "	2nd	6 " 1 0 0
" " " " " " " " " " " "	3rd	6 1/2 " 1 0 0
LAMB, LARGE.		Rs. a. p.
Hind Quarter.....1st sort, 5 lbs.	1	0 0
" " " " " " " " " " " "	2nd	6 " 1 0 0
" " " " " " " " " " " "	3rd	7 " 1 0 0
Fore Quarter.....1st	6 1/2	1 0 0
" " " " " " " " " " " "	2nd	7 " 1 0 0
" " " " " " " " " " " "	3rd	7 1/2 " 1 0 0
PORK, FRESH AND SALT.		Rs. a. p.
Pork, fresh.....10 lbs.	1	0 0
Pig, Roasting, large size.....each	1	4 0
" " " " " " " " " " " "	small	1 0 0
Pig's Head.....20 lbs.	1	0 0
Sausages....." "	5	1 0 0

PORK, FRESH AND SALT (continued).		Rs. a. p.
Trotters, large.....per four	0	1 4
" " " " " " " " " " " "	small	0 1 0
Pig's Liver and Heart....." "	0	2 0
Pork, salt, Country.....8 lbs.	1	0 0
POULTRY.		Rs. a. p.
Geese.....each	4	0 0
Turkey, cock, Bombay....." "	8	0 0
" " " " " " " " " " " "	hen	4 0 0
" " " " " " " " " " " "	cock, Goa	6 0 0
" " " " " " " " " " " "	hen	3 0 0
Powls, large, Surat....." "	1	8 0
" " " " " " " " " " " "	small	1 0 0
" " " " " " " " " " " "	large, Bombay	0 2 0
" " " " " " " " " " " "	small	0 6 0
Ducks, large....." "	0	10 0
" " " " " " " " " " " "	small	0 8 0
Chickens, large.....per dozen	2	0 0
" " " " " " " " " " " "	small	1 12 0
Hens' Eggs.....each	0	0 3
Ducks' " " " " " " " " " " " "	each	0 0 3
FRUITS OF SORTS.		Rs. a. p.
Pine-apples, Bombay, large.....each	1	0 0
" " " " " " " " " " " "	small	12 0 0
" " " " " " " " " " " "	Goa, large	0 2 0
" " " " " " " " " " " "	small	0 1 0
Pomeles, large....." "	1	0 0
" " " " " " " " " " " "	small	0 12 0
Guavas, large....." "	0	0 6
" " " " " " " " " " " "	small	0 0 4
Oranges, large....." "	0	8 0
" " " " " " " " " " " "	small	0 0 0
" " " " " " " " " " " "	common	0 0 3
Grapes, black.....per seer	0	5 0
" " " " " " " " " " " "	green	0 1 0
Melons, Water, large.....each	0	3 0
" " " " " " " " " " " "	small	0 2 0
" " " " " " " " " " " "	Musk, large	0 3 0
" " " " " " " " " " " "	small	0 2 0
Plantains, red, large....." "	0	0 6
" " " " " " " " " " " "	small	0 0 4
" " " " " " " " " " " "	yellow, large	0 0 4
" " " " " " " " " " " "	small	0 0 3
Limes, sweet....." "	0	0 8
" " " " " " " " " " " "	sour	0 0 1
Potatoes, Nelligherries, large.....per seer	0	0 0
" " " " " " " " " " " "	small	0 0 0
" " " " " " " " " " " "	Mahadishwar, large	0 0 0
" " " " " " " " " " " "	small	0 0 10
" " " " " " " " " " " "	Poona, large	0 0 6
" " " " " " " " " " " "	small	0 0 4
" " " " " " " " " " " "	Surat, large	0 0 6
" " " " " " " " " " " "	small	0 0 0
Yams, white....." "	0	0 6
" " " " " " " " " " " "	red	0 0 6
Onions....." "	0	0 2
Ginger....." "	0	4 0
DRY FRUITS OF SORTS.		Rs. a. p.
Plums, fine.....per seer weight	0	5 0
" " " " " " " " " " " "	coarse	0 4 0
Currants, fine....." "	0	4 0
" " " " " " " " " " " "	coarse	0 4 0
Prunes, new....." "	0	2 0
" " " " " " " " " " " "	old	0 1 6
Almonds, sweet....." "	0	1 6
" " " " " " " " " " " "	bitter	0 2 0
BREAD, &c.		Rs. a. p.
A loaf, 1st sort.....13 oz. each	0	1 4
" " " " " " " " " " " "	2nd	0 1 0
" " " " " " " " " " " "	brown	0 2 0
Flour, Wheat.....16	0	1 0
" " " " " " " " " " " "	per seer measure	0 3 4
Rotong....." "	0	3 4
Sago, fine.....weight	0	1 6
" " " " " " " " " " " "	coarse	0 1 3
Arrowroot, best....." "	0	2 0
" " " " " " " " " " " "	coarse	0 1 6
MILK AND BUTTER.		Rs. a. p.
Cows' Milk.....per seer measure	0	1 4
" " " " " " " " " " " "	Butter.....per cup of 2 oz.	0 1 4
Buffaloes' Milk.....per seer measure	0	1 2
" " " " " " " " " " " "	Butter.....per cup of 2 oz.	0 1 2
FIREWOOD.		Rs. a. p.
Bahool.....per cdy. of 28 mds. (784 lbs.)	3	0 0
Khair....." "	2	8 0
Alnc....." "	2	8 0
Kurnell....." "	2	12 0
OILS, CANDLES, AND SOAP.		Rs. a. p.
Cocoanut Oil.....1st sort, per md. of 28 lbs.	3	15 0
" " " " " " " " " " " "	2nd	3 14 0
Jecnglee....." "	3	10 0
" " " " " " " " " " " "	Ghantec	2 6 0
Brandia, or Castor Oil....." "	2	0 0
Candles, Europe....." "	18	0 0
" " " " " " " " " " " "	Goa	20 0 0
" " " " " " " " " " " "	Cochin	19 0 0
Soap, Country....." "	1	4 0
" " " " " " " " " " " "	Europe, yellow	3 8 0
" " " " " " " " " " " "	white	3 6 0

SUGAR OF SORTS.		Rs. a. p.
Sugar, Pinfa.....per md. of 28 lbs.	5	8 0
" " " " " " " " " " " "	Candy.....1st sort	5 4 0
" " " " " " " " " " " "	2nd	2 0 0
" " " " " " " " " " " "	3rd	4 12 0
" " " " " " " " " " " "	soft.....1st	4 8 0
" " " " " " " " " " " "	2nd	3 0 0
" " " " " " " " " " " "	brown	2 10 0
Jagreo....." "	1	8 0
GHEE OF SORTS.		Rs. a. p.
Ghee, Kurrachee.....per md. of 28 lbs.	0	0 0
" " " " " " " " " " " "	Surat	6 10 0
" " " " " " " " " " " "	Blownuggur	6 0 0
" " " " " " " " " " " "	Balgianity	6 0 0
" " " " " " " " " " " "	Ghanty	5 8 0
" " " " " " " " " " " "	Rajapoor	6 0 0
" " " " " " " " " " " "	Jaffrabad	8 0 0
GRAIN OF SORTS.		Rs. a. p.
Wheat, Hansia.....per cdy. of 8 pharas	23	0 0
" " " " " " " " " " " "	Jambooseer.....1st sort	29 0 0
" " " " " " " " " " " "	2nd	19 0 0
" " " " " " " " " " " "	Bhowuggur.....1st	18 0 0
" " " " " " " " " " " "	2nd	17 0 0
" " " " " " " " " " " "	Ghantec	15 0 0
" " " " " " " " " " " "	Sindce	14 0 0
" " " " " " " " " " " "	Gram, Jambooseer	10 8 0
" " " " " " " " " " " "	Ghogaree, new	15 0 0
" " " " " " " " " " " "	old	14 8 0
" " " " " " " " " " " "	Ghantec, new	15 0 0
" " " " " " " " " " " "	old	14 0 0
" " " " " " " " " " " "	Venjaloo	10 0 0
" " " " " " " " " " " "	Wooreed, Ghantec	16 0 0
" " " " " " " " " " " "	Malabar	10 0 0
" " " " " " " " " " " "	Cutch	15 8 0
" " " " " " " " " " " "	Ghogaree	18 0 0
" " " " " " " " " " " "	Mutt, Ghogaree	14 0 0
" " " " " " " " " " " "	Ghantec	13 0 0
" " " " " " " " " " " "	Cutch	12 8 0
" " " " " " " " " " " "	Muges	18 0 0
" " " " " " " " " " " "	Bazaree, Ghantec	13 0 0
" " " " " " " " " " " "	Bhowuggur, 1st sort	14 0 0
" " " " " " " " " " " "	2nd	18 0 0
" " " " " " " " " " " "	Rajapoor	15 0 0
" " " " " " " " " " " "	Barley, new	10 0 0
" " " " " " " " " " " "	old	14 0 0
" " " " " " " " " " " "	Toor.....1st sort	15 0 0
" " " " " " " " " " " "	2nd	14 0 0
" " " " " " " " " " " "	Jourae	12 0 0
" " " " " " " " " " " "	Nachony	10 0 0
" " " " " " " " " " " "	Vattana	17 0 0
" " " " " " " " " " " "	Chowley.....per phara	2 12 0
" " " " " " " " " " " "	Dull, Brosch	3 0 0
" " " " " " " " " " " "	Surat	3 4 0
UNBOILED RICE OF SORTS.		Rs. a. p.
Rice, Putney.....per phara	2	2 0
" " " " " " " " " " " "	Sindey, red	0 0 0
" " " " " " " " " " " "	raw	1 12 0
" " " " " " " " " " " "	red	1 10 0
BEATEN RICE OF SORTS.		Rs. a. p.
Rice, Jerasaul.....1st sort, per phara	3	8 0
" " " " " " " " " " " "	2nd	3 4 0
" " " " " " " " " " " "	Vergole.....1st	2 12 0
" " " " " " " " " " " "	2nd	2 8 0
" " " " " " " " " " " "	Sindey ratra	0 0 0
" " " " " " " " " " " "	Seguideo	3 8 0
" " " " " " " " " " " "	Putney	2 8 0
" " " " " " " " " " " "	raw	2 4 0
MANGALORE RICE OF SORTS.		Rs. a. p.
Rice, unboiled.....1st sort, per robin	3	0 0
" " " " " " " " " " " "	boiled.....1st	2 4 0
" " " " " " " " " " " "	2nd	2 0 0
BENGAL RICE OF SORTS.		Rs. a. p.
Rice, unboiled.....1st sort, per bag of 168 lbs.	0	8 0
" " " " " " " " " " " "	2nd	0 4 0
" " " " " " " " " " " "	boiled.....1st	5 12 0
" " " " " " " " " " " "	2nd	6 0 0
BHATT.		Rs. a. p.
Bhatt, Putney.....per moora of 25 pharas	22	0 0
" " " " " " " " " " " "	raw	20 0 0
" " " " " " " " " " " "	red	18 0 0
SUNDRIES.		Rs. a. p.
Saltpetre, Europe.....per md. of 28 lbs.	2	8 0
" " " " " " " " " " " "	Bengal	3 4 0
" " " " " " " " " " " "	Rajapoor	1 12 0
Pepper, black.....1st sort, per seer weight	0	2 0
" " " " " " " " " " " "	2nd	0 1 9
" " " " " " " " " " " "	white	0 0 0
Garlic, large....." "	0	0 0
" " " " " " " " " " " "	small	0 0 0
Camphor.....per lb.	0	7 0
Salt, table.....per seer measure	0	1 4
" " " " " " " " " " " "	common, white	0 1 2
" " " " " " " " " " " "	black	0 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 Pylees are one Phara—8 Pharas are one Candy—23 Pharas are one Moora.

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.

Bombay, Monday, 19th March 1855.

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

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY of MISCELLANEOUS EUROPE ARTICLES, as per Schedule No. 1, 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. 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 Friday the 6th 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 thousand two hundred and eighty-nine (1,289), 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 five thousand one hundred and fifty-eight (5,158), 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 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 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 twenty-five thousand seven hundred and ninety-four (25,794).

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

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Bombay, Deputy Commy. Genl.'s Office,
20th March 1855.

જાહેર ખબર.

હિંઆથી આપવામાં આવે છે. જે તારીખ ૧ કી આવતા મહીનાની ને શુકરવારને દીને ખપોરના ખરોબર ક્લાક ૧ વાગેને મુંબાઈની કમીશરી આરીસમાં તરવાર વેલાતી ખનાવેલી જનરો આપવાનું કેટલાક નંબર ૧ લા શીદીકલપ્રાણે

ये वस्तुनू वेचवामां आवरो ते ले तारीपथी कुयुल करेते
ते तारीपथी यासु करीयामां आवरो.

ले राभरा अये कंठराकट लेवा याहातो होयमे तेलेु आये
आक्रीसमां दररोल कलाक ११ थी ते प सुधी अरल करी
आथी भावना लिस्टनी नकल तथा ते सिवाये ले कंठ
अथर लोहरो ते आपवामां आवरो.

मुंआहनी उरीडिरी कुमीसरी जनरल साहेबनी आशीस
तारीप २० मी मार्च सने १८५५ हसिनी.

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

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 tender, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule or list of prices, and such information relating thereto as they may require:

2. Sealed tenders for the contract will be received at this Office on Saturday the 7th proximo, at 1 o'clock precisely. These must specify, both in words and figures, the rate per cent. above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, 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 tender will be received unless accompanied by a deposit, in cash, of 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 tender 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, 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 (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 tender is accepted will be required to produce his sureties, for the approval of the Honorable Company's Solicitor, within fifteen days from the date of the acceptance of his tender, or the contract will be resold. No reason will be stated for rejecting any security offered.

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

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

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

11. The annual outlay on the above contract is estimated at Rupees three thousand seven hundred and seventeen (3,717).

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

R. J. SHAW, Major,
Asist. Commy. General, in Charge.

Bombay, Depy. Commy. Genl.'s Office,
20th March 1855.

अहिर पत्र.

ह्रींमाथी आपवामां आवे छे ले तारीप ७ मी आवता महिनानी ने रानीवारने दिने अपोरना अरोपर कलाक १ वागते सुंभाहनी कमीसरी आशीसमां अंधुं वारा वतरोगे आपवानु कंशक ७ मे वरसनु वेयवामां आवरो ते ले तारीपथी कथुल कररो ते तारीपथी आलु क्रीआमां आवरो.

ले रापरमां अमे कंशक ७ लेवा आलातो छेअमे तेखे आअमे आशीसमां दररो कलाक ११ थी ते प मुंधी अरले क्रे-आथी भावना बिलिनी नकल तथा ते शिवाअमे ले कंशक अपर लेधरो ते आपवामां आवरो.

सुआधनी देपोठरी कमीसरी ननराल साहेबनी आशीस तारीप २० मी मार्च सने १८५५ छिसी.

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

Notice

Is hereby given, that four TEAK LOGS were PICKED UP between the 31st January and 15th February 1855, by Venkoo Narrojee Bhundaree, Hoosein Khan, Luxoomon Gopall Gabhit, and Pandoo Mooraree Gabhit, off the Coast of the Vingorla Mahal. The Logs are respectively 30, 48, 40½, and 30 feet long, and marked T 448, T 444, B 10, and T 632, and are in the charge of the Police Kamgar of Vingorla. Any party or parties claiming the above-mentioned property are hereby called upon to substantiate their right within two months from this date, to the satisfaction of the Magistrate. The property will be made over to the person or persons proving their claim, after payment of expenses incurred in recovering the said Logs. Should no claimant appear within two months, the property will be disposed of by public auction, and the proceeds credited to Government.

A. M. HASELWOOD, Supt. of Police,
Rutnagherry Collectorate.
Rutnagherry, 6th March 1855.

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 descriptions, 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.

अहिर पत्र.

अंधुं ले अर तथा अने तथा कुरमेल तथा आवल अमे ल तना सुकां क्रीयना आववानां लाकडां पुरां पाउवा आयतना साहेबअंध अरले तारीप ३१ मी मार्च सने १८५५ ने दिने

मयमांममां अंधुकुना दाइना अनेरं वरो.— सदहुं लाकडां दररो सदहुं कुरमेल पौहोआडीने लेआपी आपवां. पौहोआडी वानो अरय पौहोआडीनारने माथे. अरले कथुल थमांनी तारीपथी १२ महिना सुधी धनरो आलु रेहरो अने धनर दर लाकडां पुरां पाउरो तेनो अनेरं तेने दर महिने मलरो.

लेनी अरले मंथु थरो तेने पोतानो करर अरापर पुरो करवासाइ इपिआ ३०० अनामत रापवा लेअमे अरलेमां सात हंअनेरनी आंडीनो भाव लअवे. अने क्रीयनी अरले २६ कररो तेनु करयु केहरो नडी.

सही.
छि. अमे. कुरकरान, लेफ्टनेंट कर्नल,
अंधुकुना दाइना अनेरं.

तारीप ७ मी मार्च सने १८५५ अंगरे ल सुा.
मुंभई अंधुकुना दाइना करआनु.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसाजे खैर व अईन व करमळ व बाभुळ या जातिचे सुके कित्याचे जाळण्याचे तुकडे पुरे पाडण्याविशींचे मोहर वंद अर्ज तारीख ३१ मार्च सन १८५५ चे रोजीं माजगांव एथे वंदुकीचे दारूचे एजंट घेतोल-सदहुं लाकडें दररोज सदहुं ठिकाणी पोहचुन वजन करून यावीं पांचविण्याचा खर्च पांचविणाराचे माथा असे-अर्ज कुलु झाल्याचे तारीखे पासून वारा महिने पर्यंत मत्ता चालू राहिल व मत्तदार लाकडें पुरवील त्याचा एवज त्यास दरमाहा मिळेल.

ज्याचा अर्ज मंजूर होईल त्याणे आपला करार बराबर पुरा करण्याकरितां तीनशे रुपये अमानत ठेविले पाहिजेत अर्जांत सात हंड्रेडेंटाचे दर खंडीचा भाव ल्याहावा व कोणाचा अर्ज रद्द करतील त्याचे कारण सांगणार नाहीं.

सही.
ई. ए. फार्करसन लेफ्टनेंट कर्नल,
वंदुकीचे दारूचे एजंट.

तारीख ७ मार्च सन १८५५ इसवी सुा।
मुंबई वंदुकीचे दारूचा कारखाना.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice.

Verbal offers will be received at this Office, at noon precisely, on Tuesday next the 27th 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 Net, Sieve, small.
- 1 Compass, Surveying, Prismatic, with Stand.
- 1 Case Instruments, Mathematical, 2nd size.
- 10 Planes, Carpenter (Europe), Trying.
- 12 Bars Iron, Round (English), 3¼-inch.
- 10 Telescopes, 2-feet, folding, with Cases.
- 10 lbs. Copper, Sheet, ⅞ inch thick.
- 14 lbs. Copper, Bolt, ⅝ inch thick.
- 200 lbs. Powdered Bark.
- 50 Iron Sheets, 4 × 2 feet, and ⅞ inch thick.

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

When an offer is accepted for making supplies within a specified period, and the tenderer fails to fulfil his agreement, the cash deposit made at

the time of sale will be forfeited to Government; but when circumstances render it necessary to receive the articles from him after the stipulated period, a deduction of five per cent. will be made from the amount of the bill for the same.

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

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

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

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

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

Bombay, Depy. Commy. Genl.'s Office,
20th March 1855.

બહાર ખર્ચ.

અવુંલે દેપુટી કમીસરી જનરાલ સાહેબની આફીસમાં ચાલતા મહિનાની તારીખ ૨૭ મી અને મંગલવારને દિને યાપોરનાં નીચે લખેલો તથા એસિવાયમ્ પીલો શાંમન આપવાને વાસ્તે બહાર લિલાઈ થાસે.

- ૧ જાલ નાહાની-
- ૧ કંપાસ સર્વેઈંગ પરિમાત્રીક સ્ટાંડ સાથે.
- ૧ કેસ ગનીત વીદીઆના હથીઆરનું સેકંડ સાઈલ.
- ૧૦ શેનદા વેલાતી ત્રાઈંગ.
- ૧૨ શલીઆ લોરાના ગોલ વેલાતી આ. ઇંચના.
- ૧૦ દુસ્મીન ૨ કુટ લાંબી ફેરાશાયે.
- ૧૦ રતલ તાંબાના પતરા $\frac{૧}{૧૬}$ ઇંચ જરા.
- ૧૪ રતલ તાંબાના ખોલટ .ાા. ઇંચના જરા.
- ૨૦૦ રતલ પાઉંચ બાર્ક.
- ૫૦ લોહોરાના પતરા ૪ x ૨ કુટ અને $\frac{૩}{૧૬}$ ઇંચ જરા.

આમ્ને આફીસમાં દરરોજ (અદીતવાર સિવાયમ્) કલાક ૧૦ થી તે ૫ થુધી અરજ કરેઆથી ઉપર લખેલો સાંમનનો નયુનો દેખારિયામાં આવરો તથા જે કઈ ખીજી ખર્ચ જોઈશે તે પણ આપવામાં આવરો.

મુંબાઈની દેપુટી કમીસરી જનરાલ સાહેબની આફીસ તારીખ ૨૦ મી માર્ચ રાને ૧૮૫૫ ઇસવી.

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.

OPIUM MEMORANDUM for the Week ending Tuesday, 20th March 1855.

YEARS.	PASSES GRANTED AT INDORE				EXPORTED BY SEA				Balance unaccounted for.
	Up to 13th March 1855.	From 14th to 20th March 1855.	Total.	Up to 13th March 1855.	From 14th to 20th March 1855.	Total.	Up to 13th March 1855.	From 14th to 20th March 1855.	
For 1851-52	26,047½	..	26,047½	26,038½	..	26,038½	26,038½	..	2½
" 1852-53	27,955½	..	27,955½	27,888½	..	27,888½	27,888½	..	61
" 1853-54	25,266	..	25,266	25,057½	..	25,057½	25,057½	..	205½
" 1854-55	18,712	452	19,164	11,310½	159½	11,470½	11,470½	159½	5,112½

Detail of Exports from 14th to 20th March 1855.

OF THE SEASON 1854-55.
 Per Ship "Good Success" Chests 139
 Per Ship "Mary Spencer" " 15
 Per Fatamary "Putala" " 9½
 Total..... Chests 159½

C. J. DAVIES,
Deputy Commissioner of Customs, Salt, and Opium.
Bombay, Office of Commr. of Customs, Salt, and Opium, 21st March 1855.

POST OFFICE NOTICES.**OVERLAND MAIL.**

The Overland Mail, *via* Marseilles and *via* Southampton, per P. & O. Company's Steamer "MADRAS," will be closed on MONDAY the 2nd proximo, 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 *via* Marseilles, cannot be prepaid in this country. Prepayment of Steam Postage on Letters *via* Southampton is optional.

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

Letters for the United Kingdom directed *via* Trieste, if posted unpaid, (or insufficiently paid by Stamps,) will be forwarded to London *via* Marseilles. Those for Foreign Europe will be sent to London *via* 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 CEYLON, PENANG, SINGAPORE, HONG-KONG, SHANGHAE, MAURITIUS, and the CAPE OF GOOD HOPE, per P. & O. Company's Steamer "SINGAPORE," will be closed on WEDNESDAY the 4th proximo, at 6 o'clock p. m.

Post Office Packets for KURRACHEE and SCINDE, per "VICTORIA," will be closed on the 24th instant, or 12 hours after the arrival of the next Overland Mail.

Bombay, General Post Office, 21st March 1855.

W. BLOWERS,
Deputy Post Master General.

POSTAL NOTICE.

From Monday the 11th instant, the MAILS for TANNA, KHANDEISH, 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 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.

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

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POSTAL NOTICE.

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

DUNCAN DAVIDSON,
Post Master General.

Post Master General's Office,
20th January 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.

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.

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 ... Foreign Europe ...	Cannot be pre-paid ... Must be pre-paid ...	Free.
Via Trieste ...	Great Britain ... Foreign Europe ...	Ditto ... 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.

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 TO CHINA.
Madras	P. & O. Steam Navigation Company ..	3rd proximo	Aden.	Point de Galle, Penang, & Singa- pore.
Singapore	Ditto ditto * ditto ..	5th ditto	Hong-kong	
Victoria	Bombay Steam Navigation Company ..	24th instant, or 12 hours after the arrival of the Overland Mail	Kurrachee.	
Confucius	Messrs. Robert Strong & Co.	23rd instant	Calcutta.	
Richard Cobden	„ Edward Bates & Co.	25th ditto	Liverpool.	
Mobile	„ Do. do.	Despatch	London.	
Omer Pasha	„ Grey & Co.	24th proximo.	Hong-kong.	

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

W. BLOWERS,

Bombay, General Post Office, 21st March 1855.

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.
Elphinstone	17th instant	Surat.
Queen	19th ditto	Calcutta.
Erin	19th ditto	Aden.

W. BLOWERS,

Bombay, General Post Office, 21st March 1855.

Deputy Post Master General.

Notice

Is hereby given, that sealed tenders will be received by the Assistant Commissary General in Charge, Bombay, for the CONVEYANCE TO LONDON of

One (1) PACKAGE, containing Pattern Knapsacks, about 4 feet 11.52 inches by measurement, and 72 lb. by weight, consigned to the East India House, London.

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

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

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Bombay, Deputy Commy. Genl's Office,
20th March 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 1 1/4-inch mesh.

4. The Coal shall be subjected to the inspection

of a Committee of Government Officers, and be at the risk of the tenderer until their actual delivery into the Government Stores.

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

Form of Tender.

To the Commander in Chief of the Indian Navy.

SIR,

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

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

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

Bombay (date).

We are, &c.

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

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

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 15th March 1855.

No. 232 of 1855.—The undermentioned Officers have been granted, by the Honorable the Court of Directors, extensions of leave for the period specified, viz:—

Captain J. G. Lightfoot	6 months.
Lieutenant W. T. Johnson	Ditto.

Captain H. J. Willoughby, of the 2nd European Regiment, has been granted six months' extension of leave on Medical certificate, without prejudice to his appointment as Paymaster of the Poona Division of the Army.

Captain J. A. A. Eckford, of the Invalid Establishment, has been permitted to retire from the Service.

Lieutenant John Fife, of the 23rd Regt. N. I., has been permitted to resign the Service. His vacancy takes effect from the 5th December 1852.

No. 233 of 1855.—The following extract, paragraphs 7 and 8, of a Despatch from the Honorable the Court of Directors, No. 11, dated the 7th February last, is published for general information:—

"7. In compliance with applications made to us by Her Majesty's Government, we have recently placed at their disposal some Officers on furlough in this country for service in the Ottoman Dominions. In accordance with the practice in such cases, we recognize the time so passed under the authority of Her Majesty's Government, and with our concurrence, as service performed in India, and have intimated to the Officers so employed that they will, after their service has terminated, be allowed, at their option, to take the benefit of such portion of their furloughs as remained unexpired when their employment in Her Majesty's service commenced.

"8. The names of the Officers of your Establishment who have obtained our sanction to their employment by Her Majesty's Government for this service are as follows, viz:—

"Captain W. E. Evans	1st European Regiment (Fusiliers).
"Lieutenant W. H. R. Green	19th Regt. N. I.
"Lieutenant R. P. Warden	16th Regt. N. I.
"Lieutenant J. A. Ballard...	Engineers."

No. 234 of 1855.—The Right Honorable the Governor in Council is pleased to republish the following General Order by the Most Noble the Governor General of India in Council, No. 615, dated Fort William, 9th June 1854:—

"The Most Noble the Governor General in Council is pleased to authorise the following Commissioned and Non-Commissioned Staff for Wings of European Regiments of Cavalry and Infantry of Her Majesty's and the Honorable Company's Services, when detached from their Head Quarters:—

"On all occasions when detached, whether to another Station or marching, or moving by water separately—

"1 Acting Adjutant (who shall act as Quarter Master, and in Her Majesty's Regiments as Pay Master also, when a separate Officer is not allowed for those duties).

"1 Acting Serjeant Major (who shall also act as Provost Serjeant).

"1 Acting Quarter Master Serjeant (who will also act as Pay Master's Clerk in Her Majesty's Regiments).

"1 Acting Hospital Serjeant. And, as a temporary arrangement, pending the revision of the School Establishment, "1 Acting Assistant Schoolmaster, when an Assistant cannot be spared from the Regimental School.

"2. When the detached Wing is quartered in a separate Division of the Army, and the period of its absence from its Head Quarters is likely to exceed three months, or when in the same Division its absence is likely to be prolonged beyond six months, His Excellency the Commander in Chief may authorise—

"1 Acting Quarter Master, who in H. M.'s Regiments will also perform the duties of Paymaster, and

"1 Acting Armourer Serjeant, when the detached Wing is in a separate Division and its absence is likely to exceed six months.

"3. The above scale of Non-Commissioned Staff, with the exception of the Armourer Serjeant, is likewise authorised for large Divisions of Artillery, consisting of not less than four European Troops or Companies, whether the Head Quarters of a Brigade or Battalion be present or not.

"4. It is not considered necessary to allow any separate Non-Commissioned Staff for detached Wings of Brigades or Battalions of European Artillery, and provision is already made for the Staff of Divisions of Artillery in cases when the Head Quarters of a Brigade or Battalion are not present.

(Signed) "R. J. H. BIRCH, Lieut Colonel,

"Offg. Secy. to the Government of India, Military Department."

No. 235 of 1855.—With reference to the G. O. No. 192, dated the 27th ultimo, the following Adjustment of Rank and Promotions are made. The Commissions of the Officers promoted by the augmentation will bear date the 29th August 1854:—

REGIMENT OF ARTILLERY.

Adjustment of Rank.

	<i>Date of Rank.</i>
Captain W. S. Hatch, Lieutenant J. H. P. Malcolmson, and Second Lieutenant G. F. Worsley, to take rank, on the augmentation	29th August 1854.
Captain H. L. Gibbard, Lieutenant J. B. Hardy, and Second Lieutenant John Ritchie, to take rank, on the augmentation	Do. do.

Promotions.

First Lieutenants G. R. Douglas, D. Gaye, and H. M. Douglas, to be Captains, on the augmentation	Do. do.
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Adjustment of Rank.

	<i>Date of Rank.</i>
First Lieutenant W. DeVitre, and Second Lieutenant C. H. Strutt, to take rank, in succession to G. R. Douglas, promoted	29th August 1854.

Promotions.

Second Lieutenant G. Twiss to be First Lieutenant, vice Gaye, promoted.	Do.	do.
Second Lieutenant G. H. Stone to be First Lieutenant, vice H. M. Douglas, promoted.	Do.	do.
Second Lieutenant F. Swanson to be First Lieutenant, vice Nasmyth, transferred to the Royal Army		15th September 1854.

Adjustment of Rank.

Second Lieutenant T. P. Berthon to take rank, vice Gaye, promoted	29th August 1854.
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Promotions.

First Lieutenant V. S. Kemball to be Captain, and Second Lieutenant F. Lloyd to be First Lieutenant, in succession to Bruce, retired	23rd October 1854.
First Lieutenant A. M. Murray to be Captain, and Second Lieutenant T. B. Heathorn to be First Lieutenant, in succession to Blood, promoted	10th November 1854.

The undermentioned Officers to be ranked from the dates specified opposite their names, and posted to the Regiment of Artillery, to fill existing vacancies:—

	<i>Rank as 2nd Lieutenant in the</i>	
	<i>Regiment.</i>	<i>Army.</i>
1, John Tasker	29th August 1854.	9th December 1853.
2, Philip Hammer Harcourt	15th September 1854.	Do. do.
3, Henry Charles Baskerville Tanner	22nd do. do.	8th June 1854.
4, Arthur Carey	23rd October do.	Do. do.
5, Horace Seymour Kerr Pechell	10th November do.	Do. do.

Bombay Castle, 16th March 1855.

No. 236 of 1855.—Lieutenant G. Cavanagh, of the 39th Regt. Bengal N. I., is allowed a furlough to Europe for eighteen months, on Medical certificate, under the new Furlough Regulations.

No. 237 of 1855.—Surgeon M. T. Kays, M.D., is allowed a furlough to Europe for eighteen months, on Medical certificate, under the new Furlough Regulations.

No. 238 of 1855.—The following appointment in the Medical Department is made:—

Surgeon T. B. Larkins to be Acting Staff Surgeon and Deputy Medical Storekeeper at Poona, until further orders, vice Grierson.

Bombay Castle, 17th March 1855.

No. 239 of 1855.—Ensign J. Havelock, of the 6th Regt. N. I., is appointed Quarter Master and Interpreter to the Marine Battalion, vice Maude.

No. 240 of 1855.—Captain W. C. Western, of the 32nd Regt. Madras N. I., is allowed a furlough to Europe for fifteen months, on Medical certificate, under the new Furlough Regulations.

No. 241 of 1855.—Physician General C. D. Straker, M.D., C.B., is allowed leave of absence for one month, to proceed to the Deccan, on private affairs.

No. 242 of 1855.—The Right Honorable the Governor in Council is pleased to republish the following General Order by the Honorable the President of the Council of India in Council, dated Fort William, 26th February 1855, No. 278:—

The Honorable the President of the Council of India in Council, with the concurrence of the Most Noble the Governor General of India, is pleased to lay down the following revised Rules for regulating claims to indemnification for losses, to have effect at the three Presidencies from the 1st proximo. G. G. O. No. 428, of the 16th November 1849, and all subsequent Rules on the subject, are hereby cancelled.

1. Indemnification is not intended to make good the full amount of loss sustained; but is granted only to such extent as shall enable the claimant to re-equip himself for service according to the scale laid down.

2. In estimating the amount of indemnification to be granted, regard shall be had to the extent of equipment required by the Regulations of the Service, the Orders of the Commander-in-Chief, or to such restriction as may have been imposed by his authority, according to the nature of the service on which the claimant was employed when the loss occurred.

3. Indemnification shall invariably be confined to losses which have been altogether unavoidable, and may be granted in the following cases, viz:

Losses in action with the enemy;

By capture;

By shipwreck, or by inevitable casualties on board ship, occasioned by storms or stress of weather; or by corresponding accidents in river navigation, when proceeding on duty by water;

By accidental fire;

By the destruction of a public store-house; or

By the destruction of articles, or of horses or baggage-cattle, to prevent them falling into the hands of the enemy,

or to prevent the spreading of an infectious or contagious disorder.

Provided that in all these cases the articles or animals were placed in the situation in which the loss occurred, under the sanction of proper authority; that every exertion was used to prevent the loss; and that any orders for the destruction of articles or of animals were issued by competent authority, and carried into effect with all possible promptitude.

4. No claim can be admitted in the following cases, viz:—

Losses from desertion;

From articles having been improperly packed, placed, or left in improper situations;

From the death of horses or baggage-cattle by fatigue in the ordinary course of service ;
 From the breaking down of carriages, being private property ;
 From the loss of clothing, or necessaries in hospital ; or
 From any circumstances whatever which may have been prevented by proper care on the part of the Regiment or of the claimant or person in charge.

5. No claim can be admitted from the representatives of Officers or Men slain in action, or dying in consequence of wounds, or otherwise dying before their claims can be investigated and paid.

6. No indemnification shall be granted for losses sustained by Officers when proceeding on, or returning from, leave of absence, except in case of sick leave, or under special circumstances, nor by those in receipt of Boat Allowance.

7. If an Officer or a Soldier shall have neglected to bring forward his claim for a period exceeding one month from the date of his loss, this delay shall be considered a sufficient reason for rejecting the claim, however valid it may be in other respects, unless the claimant can prove that he was unavoidably prevented from making an earlier claim.

8. Whenever baggage or articles of equipment are sent by a vessel in which the Officer to whom they belong is not himself a passenger, it is incumbent upon such Officer to protect himself against loss by effecting an insurance thereupon ; and if he has an opportunity of doing so, and neglect to avail himself of it, no compensation will be given by the State for any loss that may happen.

9. Whenever losses occur under circumstances which give an Officer or Soldier a claim to indemnification, whether on service in the field or otherwise, the General, or other Officer commanding the Division, Station, or Detachment, shall assemble, with all convenient despatch, Committees composed of Officers from different Corps, when practicable, for the investigation of claims arising out of those losses, which Committees shall be guided by the principles laid down in this Regulation, and shall require the several proofs to be laid before them in the forms hereinafter prescribed, and the whole of their proceedings, or certified copies thereof, shall be transmitted to the Commander-in-Chief for his observations and opinion, and by him forwarded to Government for final decision.

PERSONAL LOSSES OF OFFICERS.

10. The whole equipment of Officers, Commissioned, Warrant, and Native, shall be valued at the rates following:—

Rates of Compensation allowed to European Commissioned and Warrant Officers for the loss of their Baggage and Camp Equipage.

	Baggage.		Camp Equipage and Carriage.		Total.	
	Rs.	a. p.	Rs.	a. p.	Rs.	a. p.
Engineers, Artillery, and European and Native Infantry ..	Colonel	1,820	2,160	0 0	3,980	0 0
	Lieutenant-Colonel	1,517	1,620	0 0	3,137	0 0
	Major	1,517	1,296	0 0	2,813	0 0
	Captain	1,214	810	0 0	2,024	0 0
	Subaltern	910	540	0 0	1,450	0 0
Horse Artillery and Cavalry, European and Native	Colonel	2,157	2,160	0 0	4,317	0 0
	Lieutenant-Colonel	1,820	1,620	0 0	3,440	0 0
	Major	1,820	1,296	0 0	3,116	0 0
	Captain	1,470	810	0 0	2,280	0 0
	Subaltern	1,062	540	0 0	1,602	0 0
Warrant Officers	Deputy Commissary	910	540	0 0	1,450	0 0
	Assistant Commissary					
	Deputy Assistant Commissary					
Native Officers	Conductors, Apothecaries, and Stewards	578	342	15 0	920	15 0
	Sub-Conductors, Assistant Apothecaries, and Assistant Stewards....	381	225	14 1	606	14 1
	Subedars and similar rank	One month's Pay and full Batta.				
	Jemedars and similar rank	One month's Pay ditto ditto.				

11. The baggage and camp equipage of all Regimental Staff Officers are to be valued as those of Subalterns, and of Superintending Surgeons as those of Captains.

12. An Officer claiming indemnification is to certify, upon honor, the extent of his losses, whether it be the entire of his baggage, or camp equipage and carriage, or a portion only ; and if the latter, he must state, according to the best of his judgment and belief, what fractional parts of the whole he has lost, whether one-fourth, one-half, three-fourths, or any other fraction. (Vide Form A.)

13. Indemnification for losses of purely military equipments is inadmissible to Officers holding non-military appointments.

14. Claims of Officers of Artillery and Engineers for the loss of professional instruments, limited to those required by the nature of the service on which the Officer may be employed, will be admitted according to the particular circumstances of each case, and at the rates fixed from time to time by the Ordnance Department.

LOSS OF MESS PROPERTY AND BAND INSTRUMENTS.

15. Indemnification will, under no circumstances, be allowed for Wines and Stores lost by a Regimental Mess ; but a donation, to such amount as may be determined in each case as it arises, may be allowed in aid of the subscriptions of the Officers of a Regiment, for the purpose of re-equipping themselves with the furniture and utensils necessary for a Regimental Mess. Indemnification is admissible for the loss of Band Instruments, but in no instance will more than two-thirds of the original cost be allowed. (Vide Form B.)

LOSS OF HORSES.

16. Indemnification for the loss of horses in action, or destroyed in consequence of being infectiously diseased, is admissible only to Officers in receipt of Horse Allowance, either personally, or as an item of their Staff Allowance, and is not to exceed the following rates.

17. To Officers of Horse Artillery, Horse Field Batteries, and Cavalry, for the loss of a charger selected from the ranks or remounts of their respective Corps, indemnification equal to the price they would receive on returning such chargers to the ranks, viz. the residue of the original price after a deduction of 10 per cent. per annum for the period that may have elapsed from the date of selection.

18. To all mounted Officers for the loss of a charger not selected from the ranks, a compensation equal to the residue of the price paid for the horse after a deduction of 10 per cent. per annum, provided the residue does not exceed the sum of Company's Rupees eight hundred (800), which is the maximum allowed in any case.

19. Officers in receipt of Horse Allowance are to register, in the Station or Regimental records, the prices they may pay for their chargers, and when a horse may have come into the possession of an Officer otherwise than for a money-payment, a value is to be assigned by a Committee to be assembled by the Commanding Officer of the Station, which value is to be recorded as the price of the horse.

20. Indemnification for horses of Officers destroyed on account of having farcy or glanders will only be admitted when it is shown that the destruction of the animal was necessary to prevent infection to other horses in the same stable or in close proximity thereto, whose loss would be defrayed by the public. (Vide Form C.)

21. The allowance to the Native ranks of the Irregular Cavalry for the loss of horses killed or lost in action, dying of fatigue, destroyed or disabled on extraordinary duties, or on field service, is granted according to the actual cost of each horse, not exceeding Rupees one hundred and twenty-five (125). (Vide Form D.)

22. Indemnification is admissible for the loss in action of a horse, the property of a Commissioned or Non-Commissioned Officer, when the rider, or bargeer, happens to be killed.

23. The allowance for the loss of grass-cutters' ponies belonging to regular mounted Corps, is fixed at Rupees twelve (12) each.

LOSS OF MONEY.

24. No claim shall be admitted on account of the loss of money, being the private property of individuals : but in special cases, where public money, which has regularly been received by individuals, and has unavoidably remained in their hands, shall be lost on service, application for indemnification may be made according to Form E, such application being supported by the several certificates and documents there specified.

LOSSES OF NON-COMMISSIONED OFFICERS AND SOLDIERS.

25. Claims on account of necessaries lost on service, or under the circumstances detailed in Article 3 of this Regulation, by Non-Commissioned Officers and Soldiers of European Corps, or of Native Regiments of the Line, Local and Irregular Corps, and Regiments of Irregular Cavalry, are to contain a specification of the articles lost, and of their actual value at the time of loss, and the Captains or Officers commanding Troops and Companies, and Commanding Officers of Regiments are to be responsible that no such claim shall include any charge on account of articles not sanctioned as Regimental necessaries by the existing Regulations, and that any restriction in the equipment of the Troops, which may have been imposed by the orders of the Officer in command, had been obeyed and taken into account in limiting the amount claimed.

26. Every claim for indemnification for such losses shall be accompanied by a statement of the prices paid by the men for their necessaries, according to the Regimental Orders then in force; and the Committee by which, under the provision of Article 9 of this Regulation, the claim may be examined, shall submit a recommendation as to the amount of indemnification to be granted, for the final decision of Government.

27. Those articles of clothing and equipment only which the Soldier is required to provide and to keep up at his own expense, are to be considered Regimental necessaries.

28. When articles of clothing in wear, provided by Government for the use of Soldiers, are lost, they will be replaced under the provision of the Clothing Regulation; but articles which have served the full period will, on no account, be replaced, neither can indemnification be allowed for them.

29. Non-Commissioned Officers and Soldiers who have been taken and detained as prisoners of war more than four months, shall not be allowed to receive indemnification for necessaries lost when they were taken prisoners; all claims therefore made by men who have been prisoners of war shall contain a statement of the precise period during which they were absent from the Regiment in consequence of being captured.

FORM A.

Claim on account of Baggage or Camp Equipage and Carriage Cattle lost by

	Amount claimed.	Nature of the duty on which the Officer was employed, the date, place, and particular circumstances which occasioned each loss, to be distinctly specified.
<i>Baggage.</i>		
State proportion of baggage lost, whether the whole or what fractional part.		
<i>Camp Equipage.</i>		
State proportion of camp equipage or carriage cattle lost, whether the whole or what fractional part.		
Total		

The foregoing is a true and correct statement of my loss on the occasion referred to; and I hereby certify, upon my honor, that the proportion of my loss, viz. of baggage and of camp equipage and carriage cattle, is truly stated, according to the best of my judgment and belief, and that I was not at the time deviating in any respect from the Regulations of the Service or Orders of the Officer in command.

(To be signed by the Officer making the claim.)

I hereby certify, that I have particularly examined and inquired into the facts and circumstances of the before-mentioned loss, and that I have every reason to believe the same to be correctly and justly stated.

(To be signed by Officer commanding the Regiment, or Officer commanding the Division or Station, as the case may be.)

FORM B.

Return of Mess or Band Property lost or destroyed by the

Regiment.

The several articles of which the Mess or Band property consisted, with the original cost and the actual value thereof at the time of the loss, according to the best of the claimant's judgment and belief, to be stated.	Original Cost.	Value at the time of loss.	The occasion on which the loss was incurred, with the date, place, and particular circumstances which occasioned it, to be distinctly specified.
Total Amount.....			

The foregoing is a true statement of the loss of the property of the Mess or Band of the Regiment on the occasion referred to, and I hereby certify, upon my honor, that the actual value of each article at the time the loss occurred is truly stated, according to the best of my judgment and belief.
 (Signature of the President of the Mess or Band Committee.)

I do hereby certify, upon my honour, that I have examined and inquired into the facts and circumstances of the before-mentioned loss, and that I have every reason to believe the same to be correctly and justly stated.
 (To be signed by Officer commanding the Regiment, or Officer commanding the Division or Station.)

FORM C.

To be used by General Staff and Regimental Officers.

Claim on account of a Horse belonging to the Enemy, or shot for the Glanders, &c. which was killed in Action, taken by

	Amount.	Nature of the duty on which the Officer was employed, with the date, place, and particular circumstances which occasioned the loss, to be distinctly stated.
If selected from the ranks.		Nature of the duty on which the Officer was employed, with the date, place, and particular circumstances which occasioned the loss, to be distinctly stated.
From what Troop selected.		
Description of horse, stud or otherwise.		
Date of selection.		
When not selected from the ranks.		
Price paid or fixed by Committee		
Date of coming into possession.		
Amount claimed after the usual deduction ...		

I do hereby certify, that the foregoing is a true and correct statement of my loss on the occasion referred to; and I hereby certify, upon my honor, that the proportion of my loss is truly stated, according to the best of my judgment and belief, and that I was not at the time deviating in any respect from the Regulations of the Service or Orders of the Officer above named.
 (To be signed by the Officer making the claim.)

I hereby certify, that I have particularly examined and inquired into the facts and circumstances of the before-mentioned loss, and that I have every reason to believe the same to be correctly and justly stated.
 (To be signed by Officer commanding the Regiment, or Officer commanding the Division or Station, as the case may be.)

In cases of horses shot for the glanders or farcy, the following certificates must be produced in addition:—
 I certify, that on the day of I examined a [first or second charger, or horse,] (for whose keep the regulated monthly Allowance is paid by Government,) belonging to of the Regiment of ; that I found him incurably glandered or farcied, and as it was in close proximity to other horses whose loss would be liable to be defrayed by the public, I recommended the said horse should be immediately destroyed, to prevent the spread of the infection.
 Veterinary Surgeon.

I hereby confirm the foregoing statement, the horse in question having been destroyed by my orders.
 (To be signed by the General Officer commanding.)

I hereby certify, that the horse referred to in the above Return was my [first or second charger, or horse,] (for the keep of which Government paid me the regulated Allowance); that he was perfectly free from any appearance of infection at the time I purchased him; that he has been in my possession since (specify the period); and that he was actually destroyed on the by direction of in pursuance of the opinion of that he was glandered (or farcied) and incurable, the said horse being at the same time in close proximity to other horses whose loss, if infected, would be liable to be defrayed by the public.
 (To be signed by the claimant.)

FORM D.

Return of Horses belonging to Native Commissioned and Non-Commissioned Officers and Men of the Regiment of Irregular Cavalry, which have been killed or lost in Action, or disabled, or destroyed on Service, or on extraordinary duties.

Name of Owner.	Troop.	Description of Horse.	When entered.		Original Cost.	The nature of the duty on which the owner was employed, with the date, place, and particular circumstances which occasioned such loss.	BY COMMITTEE.	
			Date.	Age.			Amount awarded.	Remarks.

I do hereby certify, that the foregoing is a true and correct statement of the loss sustained by the above-mentioned Men on the occasions referred to; that I have particularly examined and inquired into the facts and circumstances of the loss, and that I am satisfied they did not arise from neglect or cruelty, and that the horses were in good health, and capable of performing their general duties, when detached on the duties named.

_____ Commanding _____ Irregular Cavalry.

FORM E.

Return of Public Money lost on Service by _____ of the _____ Regiment of _____ in the year _____

Specify whether the money was in coin or otherwise.	Amount.	The nature of the duty on which the Officer was employed, with the date, place, and particular circumstances which occasioned each loss, to be distinctly specified; and if the claim be made in England, the reason why it was not preferred at the Station where the loss occurred should be stated.

I certify that the money above stated was not private property, but had been received by me (from whom, when, and for what purpose, to be stated); that it necessarily remained in my possession, because (the cause to be explained); that it was unavoidably lost under the circumstances above specified; that I was not at the time deviating, in any respect, from the Orders of the General or other Officer commanding; that I have been obliged to replace the whole of the sum claimed; and that I have neither received nor applied for indemnification on account thereof through any other channel than that in which the present claim is submitted.

(To be signed by the Officer making the claim.)

I certify that the particulars stated in the above certificate are, to the best of my knowledge, correct.

(To be signed by the Commanding Officer of the Regiment, or some Superior Officer, who has a knowledge of the facts.)

The following documents must also accompany the claim:—

1. A certificate from the person by whom the money had been originally paid into the claimant's hands, stating the amount, the time when, and the purpose for which it had been so paid.
2. Some sufficient proof that no unnecessary delay had taken place on the part of the claimant in disposing of the money towards the purposes for which it had come into his hands.
3. A certificate from the person who has received the money, to prove that the claimant has replaced it.

If in any case the claimant cannot replace the money lost without first receiving an allowance from the public to enable him to do so, an explanatory certificate to that effect should be produced, and in all such cases the amount of the allowance which may be granted, instead of being issued to the claimant, will be applied to the discharge of the just demands which the Regiment or individuals may have on account thereof.

(Signed) F. D. ATKINSON,
Offg. Secy. to the Govt. of India, in the Military Department.

No. 243 of 1855.—The following promotion is made:—

<i>Medical Establishment:</i>	<i>Date of Rank.</i>
Senior Assistant Surgeon F. Manisty to be Surgeon, vice Pitcairn, retired	6th March 1855.

No. 244 of 1855.—The following Native promotions are made:—

1st Belooch Battalion.

Jemedar Mybes Sing to be Subedar, and Havildar Peer Bux to be Jemedar, in succession to Oosman Khan, discharged 19th January 1855.

No. 245 of 1855.—Lieutenant J. G. Hort, of the 26th Regt. N. I., is allowed a furlough to Europe for three years, on Medical certificate, under the old Furlough Regulations.

No. 246 of 1855.—Lieutenant F. P. F. Brett, of the 11th Regt. N. I., is appointed a First Class Commissariat Agent.

No. 247 of 1855.—Ensign F. Paul, of the 29th Regt. N. I., is transferred to the 23rd Regt. N. L. I., at his own request.

Bombay Castle, 19th March 1855.

No. 248 of 1855.—Ensign F. T. Miller, of the 16th Regt. Madras N. I., is allowed a furlough to Europe for three years, on Medical certificate, under the old Furlough Regulations, from the date of embarkation at Aden.

No. 249 of 1855.—The undermentioned Documents will be forwarded to the Honorable the Court of Directors by the next Overland Mail:—

- 1st.—General Roll, for the Quarter ending 31st January 1855, of Family Remittances of Commissioned Officers of Her Majesty's Forces serving under this Presidency, from the 78th Highlanders, 64th, 86th, and 83rd Regiments of Foot.
- 2nd.—General Roll, for the Quarter ending 31st January 1855, of Family Remittances of Non-Commissioned Officers and Soldiers in Her Majesty's Forces serving under this Presidency, from the 64th, 86th, and 83rd Regiments of Foot, 10th Royal Hussars, and 78th Highlanders.
- 3rd.—General Roll, for the Quarter ending 31st January 1855, of Effects and Credits of deceased Commissioned Officers in Her Majesty's Forces serving under this Presidency, from 10th Royal Hussars.
- 4th.—General Roll of Effects and Credits of deceased Non-Commissioned Officers and Soldiers of Her Majesty's 10th Royal Hussars, 78th Highlanders, 86th and 83rd Regiments of Foot.
- 5th.—General Roll, for the Quarter ending 31st January 1855, of Remittances on account of Regimental Necessaries of Her Majesty's Regiments serving under this Presidency, from the 10th Royal Hussars, 78th Highlanders, 64th, 86th, and 83rd Regiments of Foot.
- 6th.—General Roll, for the Quarter ending 31st January 1855, of Remittances on account of Regimental Necessaries of the Honorable Company's Troops.
- 7th.—General Roll, for the Quarter ending 31st January 1855, of Remittances of Commissioned and Warrant Officers of the Honorable Company's Service.
- 8th.—General Roll, for the Quarter ending 31st January 1855, of Remittances of Non-Commissioned Officers and Privates of the Honorable Company's Regiments.
- 9th.—General Roll, for the Quarter ending 31st January 1855, of Family Remittances (Invalids) of Non-Commissioned Officers and Soldiers of Her Majesty's Forces, from the 86th Regiment of Foot.

Bombay Castle, 21st March 1855.

No. 250 of 1855.—The Honorable the Court of Directors have permitted Captain W. Brassey, of the 2nd European Regt. L. I., to retire from the Service, upon half pay of his rank, viz. seven shillings per diem. This vacancy is to have effect from the 22nd May 1854.

No. 251 of 1855.—The undermentioned Cadets, for the Infantry, are promoted to Ensigns, with dates of rank as specified opposite to their respective names:—

Edward Neville Bourne Macready	}	9th December 1854.
George Ernest Blew		
Alexander John Vibart		
David Charles Bell	}	10th " "
Edward Bell		
Charles William Yonge		
George Ritso Goodfellow	}	23rd " "

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

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

Bombay Castle, 21st March 1855.

No. 44 of 1855.—The following temporary arrangements and appointments are confirmed:—

By Commodore Sir H. J. Leeke, K.H., R. N., Commander in Chief of the Indian Navy.

Lieutenant Batt, of the "Semiramis," to the temporary Command of that vessel, on the 12th February 1855, vice Commander Frushard, appointed as Superintendent of Transports.

Acting Lieutenant Carpendale, of the "Falkland," to perform the duties of Store Accountant of that vessel, from 6th August 1854 to 14th February 1855.

Mr. J. J. Walter, Acting Master, of the "Semiramis," to perform the duties of Store Accountant of that vessel, from the 7th February 1855.

The Purser of the "Hastings" to pay and provision the "Falkland," in addition, from 16th February 1855, there being no other Officer available.

Acting Assistant Apothecary J. M. de Silva, of the "Hastings," proceeding on duty to Kurrachee to join the Indus Flotilla, to be accommodated on board the Bombay Steam Navigation Company's Steamer "Bombay," on the 26th February 1855.

Mr. A. Macaulay, Mate, of the "Falkland," to reside on shore, at the Sanatorium, for the benefit of his health, on the 21st February 1855.

Mr. Aers, Acting Master, of the Indus Flotilla, to reside on shore, for the benefit of his health, from the 26th February 1855.

Mr. D. J. Kennelly, Acting Master, of the "Assaye," to perform the duties of Store Accountant of that vessel, from the 25th November 1854.

Burmah Squadron Orders.

The undermentioned Officers and Warrant Officer, proceeding on duty from Rangoon to Calcutta, to be accommodated on board the "Zenobia," from the 22nd November 1854 :—

Major Phayre, Commissioner of Pegu.	} At the Commander's Mess.
Mr. Edwards, Collector	
Mr. Hardford, Keeper of Records, at the Warrant Officer's Mess.	

The Most Noble the Governor General of India, and Suite as below noted, proceeding from Calcutta to Pooree, on the Coromandel Coast, to be accommodated on board the "Zenobia," at the Commander's Mess, from the 4th to the 8th December 1854 :—

Mr. Courtenay, Private Secretary.
Mr. Grant, Surgeon.
Captain D'Oyle, Aide-de-Camp.

Messrs. Munro, Midshipman, and Mathews, 1st Class Engineer, of the "Zenobia," to reside on shore at Calcutta, for the benefit of their health, the former from the 21st, and the latter from the 23rd December 1854.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,
Secretary to Government.

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 17th March 1855.

Lieutenant W. A. Kerr, Adjutant of the Southern Mahratta Irregular Horse, resumed charge of his duties on the 25th ultimo.

Bombay Castle, 21st March 1855.

Major R. Wallace, Political Agent in the Rewa Kanta, received charge of the Agency, on the 15th instant, from Captain M, Batty, Assistant Resident at Baroda.

JUDICIAL DEPARTMENT.

Bombay Castle, 21st March 1855.

Mr. C. A. West, Second Judge of the Court of Small Causes, is allowed leave of absence for one month, from the 15th proximo.

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

TERRITORIAL DEPARTMENT, REVENUE.

Bombay Castle, 16th March 1855.

Mr. C. Shaw, 2nd Assistant to the Collector of Belgaum, has been allowed leave of absence for one month, under Section XIII. of the new Absentee Rules, to proceed to Vingorla and the Coast, on private affairs.

Bombay Castle, 17th March 1855.

Surgeon J. W. Winchester, Superintendent of Malcolm Peth, to be an Assistant to the Collector and Magistrate of Sattara.

Bombay Castle, 20th March 1855.

The Right Honorable the Governor in Council is pleased to make the following re-distribution of the Charges of the Assistants in the Ahmednuggur Collectorate :—

Mr. F. S. Chapman, 1st Assistant Collector, to have charge of the Kurdeh, Koartee, Jamkheir, Shewgaon, and Ahmednuggur Talookas.

Mr. J. L. Warden, Assistant Collector, to have charge of the Patoda, Rahooree, and Neywassa Talookas; and Rao Bahadoor Wamun Rao Gunmesh Gunpooley, District Deputy Collector, to have charge of the Sungunnair and Ankolla Talookas.

Mr. H. B. Boswell, 2nd Assistant to the Collector of Rutnagherry, has been allowed leave of absence for three months, to proceed to Sea, namely, one month under Section XIII. and two months under Section XV. of the new Absentee Rules.

Bombay Castle, 21st March 1855.

Major H. W. Preevy, Collector of Kurrachee, is allowed leave of absence for one month, from 1st to 30th proximo, under Section XI. of the old Absentee Rules, to visit the Presidency, on private affairs.

Mr. J. R. Arthur to be 2nd Assistant to the Collector and Magistrate of Dharwar.

Mr. J. L. Warden to be Acting 2nd Assistant to the Collector and Magistrate of Ahmednuggur.

By Order of the Right Honorable the Governor in Council,
H. YOUNG, *Offg. Chief Secretary.*

GENERAL DEPARTMENT.

Bombay Castle, 21st March 1855.

Mr. C. J. Erskine, of the Civil Service, has been appointed Director of Public Instruction in the Bombay Presidency.

PUBLIC WORKS DEPARTMENT.

Bombay Castle, 17th March 1855.

Lieutenant J. Jones, First Assistant to the Superintendent of Roads and Tanks, is allowed leave of absence for one month, from the 19th instant, to proceed to Bombay.

Bombay Castle, 21st March 1855.

Captain W. F. Marriott, of the Engineers, has been appointed Assistant to the Chief Engineer of Public Works.

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 16th March 1855.

The leave of absence granted to the Reverend M. J. T. Boys under date the 3rd January 1855, is extended to the 20th instant, under Section XXIV. of the Absentee Rules of the 17th May 1843.

The Reverend M. J. T. Boys, Assistant Chaplain, is allowed to proceed to Europe on furlough, for three years, by the Steamer of the 20th instant.

Bombay Castle, 20th March 1855.

The Reverend Henry Ballantine, M.A., has been appointed a Registrar of Marriages for the Districts of Ahmednuggur.

Bombay Castle, 21st March 1855.

The Reverend W. Goodall, Chaplain of Ahmednuggur, to be Acting Chaplain at Kirkee.

The Reverend W. H. Cummins to act as Chaplain at Ahmednuggur.

The Reverend J. F. Goldstein, Chaplain of Sholapore, is allowed special leave of absence, on private affairs, from the 28th January to the 12th February 1855, inclusive, under Section XXIV. of the Absentee Rules of the 17th May 1843, in extension of the leave granted to him on the 2nd February 1853.

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

GENERAL DEPARTMENT.

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

Mr. H. N. B. Erskine, Civil Service.	Canarese.
Lieutenant A. Phillipps, Supernumerary Assistant Superintendent Revenue Survey	Goozerattee.
Lieutenant V. Ryan, ditto ditto.	Hindustanee.
Mr. Hearn, attached to the Poona and Tanna Revenue Survey	Mahratta.
Mr. F. P. Baker, Superintendent Government Schools, 3rd Division	Canarese.

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

W. HART,

Secretary to Government.

Bombay Castle, 21st March 1855.

PROCLAMATION.

**TERRITORIAL DEPARTMENT,
REVENUE.**

The Right Honorable the Governor in Council has been pleased to resolve that the TRACT of COUNTRY on the Mahableswhur Hills, inclusive of the Village of Paur, in the District of Jowlee, mentioned in Regulation XIV. of 1830, be TRANSFERRED from the limits of the Tannah Zillah, and placed under the Collector and Magistrate of Sattara.

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

H. YOUNG,

Offg. Chief Secretary to Government.

Bombay Castle, 17th March 1855.

MEDICAL DEPARTMENT,

CIVIL.

Apprentice Ruttunram Ambaram, of the Vaccinating Establishment, Eastern Division, Guzerat, is discharged the Service.

Malek Rahimtulla is admitted as Junior Apprentice, to fill the vacancy.

Bombay, Medical Board Office, 10th March 1855.

Assistant Vaccinator Ramchunder, of the Vaccinating Establishment, Southern Deccan Division, is dismissed the Service.

Student Apprentice Mahdoo Joglaiker, Grant Medical College and Jamssetjee Jejeebhoy Hospital, is allowed leave of absence till the 30th April next, to proceed to Rutnagherry, on private affairs.

Bombay, Medical Board Office, 21st March 1855.

By order of the Medical Board,

F. MANISTY, Surgeon,
Secretary Medical Board.

TERRITORIAL DEPARTMENT,

REVENUE.

The appointment of Sheshgeer Row Soobajee as 2nd Class Mamlutdar of Beedee, in the Belgaoon Collectorate, to be cancelled, from the date of his delivering charge of that office to the Head Carcoon, and he is permitted to resume his former situation of 3rd Class Mamlutdar of Tasgaon.

Melgerry Hoochungowda, 3rd Class Mamlutdar of Uthnee, to be 2nd Class Mamlutdar of Beedee, in consequence of the above transfer.

Poona, Revenue Commissioner's Office, 14th Mar. 1855.

HENRY REEVES,
Revenue Commissioner, S. D.

PUBLIC WORKS DEPARTMENT.

The Right Honorable the Governor in Council having had occasion to observe that, notwithstanding the previous orders of Government to the contrary, ordinary clearances of cart tracts sanctioned by Government are sometimes made without choosing the best possible line of road between the points which it is intended to connect by such cleared roads, is pleased to direct that for the future this improvident and mischievous course be most carefully avoided; and that in every case where any clearance of a cart road is sanctioned, it shall be executed by following the line best adapted for a permanent made road, which line must in every case be in the first place determined by a competent Surveyor.

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

W. HART,

Secretary to Government.

Bombay Castle, 20th March 1855.

GENERAL DEPARTMENT.

Whereas it is provided by Act No. XXVI. of 1850, that whenever any application shall be made to the Government for putting the said Act in force in any Town or Suburb, notice thereof shall be given in the "Government Gazette" of the Presidency or place, and also by Proclamation within such Town or Suburb, setting forth the purposes of the application, and giving reasonable time for all Inhabitants of such Town or Suburb to declare

themselves for or against the adoption of the said Act therein, for such purposes, or any of them; and whereas application has been made to the Government that the said Act No. XXVI. of 1850 may be put in force within the Town of Dholka, for the purpose of making better provision for making, repairing, cleaning roads, drains, and tanks, and for improving the said Town, and preventing any nuisances arising therein; Notice of the application aforesaid is hereby given, and all Inhabitants of the said Town of Dholka are hereby informed, that such of them as are minded to declare themselves for or against the adoption of Act No. XXVI. of 1850 in the Town of Dholka, for the purposes described in the application aforesaid, or any of them, may declare themselves accordingly, before J. W. Hadow, Esquire, the Magistrate of Ahmedabad, at any time during the usual Office hours, within two months from this date.

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

W. HART,

Secretary to Government.

Bombay Castle, 21st March 1855.

GENERAL DEPARTMENT.

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

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

W. HART,

Secretary to Government.

Bombay Castle, 17th March 1855.

GENERAL DEPARTMENT.

Whereas it is provided by Act No. XXVI. of 1850 that whenever any application shall be made to the Government for putting the said Act in force in any Town or Suburb, notice thereof shall be given in the "Government Gazette" of the Presidency or place, and also by Proclamation within such Town or Suburb, setting forth the purposes of the application, and giving reasonable time for all Inhabitants of such Town or Suburb to declare themselves

for or against the adoption of the said Act therein, for such purposes, or any of them, and whereas application has been made to the Government that the said Act No. XXVI. of 1850 may be put in force within the Cusba of Jeytulpoor, in the Ahmedabad Collectorate, for the purpose of making better provision for making, repairing, cleaning roads, drains, and tanks, and for improving the said Town, and preventing any nuisances arising therein; Notice of the application aforesaid is hereby given, and all Inhabitants of the said Cusba of Jeytulpoor are hereby informed, that such of them as are minded to declare themselves for or against the adoption of Act No. XXVI. of 1850 in the Cusba of Jeytulpoor, for the purposes described in the application aforesaid, or any of them, may declare themselves accordingly, before J. W. Hadow, Esquire, the Magistrate of Ahmedabad, at any time during the usual Office hours, within two months from this date.

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

W. HART,

Secretary to Government.

Bombay Castle, 21st March 1855.

Notice.

Tenders will be received at the Office of the Commander in Chief Indian Navy from persons willing to supply SHIP TONNAGE for the CONVEYANCE from Mangalore to Calcutta of about thirty (30) tons of Loose Coir, be the same more or less.

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

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

The Master of the Vessel, or authorised Agent for the Owner at Mangalore, will be required to see the Coir weighed, and the Bundles counted, and to sign the Bill of Lading, or such other document connected with the lading of this article as the Principal Collector of Mangalore may require of him.

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

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

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

*Commodore's Office, Bombay,
21st March 1855.*

Notice.

LEASES of thirty pieces of GOVERNMENT GROUND on the verge of the Esplanade, abutting on the North side of Esplanade Cross Road, as per sub-joined List, will be put up to PUBLIC AUCTION at the Office of the Collector of Bombay, on Saturday the 28th April 1855, at 1 o'clock p. m.

2. Plans of the Ground may be seen, and the terms of the Leases learnt, on application at the Collector's Office.

3. One of the conditions of the Lease is, that

the Lessee shall, within two years, erect a substantial Building upon the leased ground, or enclose it with a masonry wall or iron railing, at least six feet high; and that he will not erect any building thereon unless the Sketch of the Elevation of the same on the South side shall have been previously approved of by the Governor in Council.

List.

Number of the Plot of the Survey Ground.	Number in the Survey Plan.	Number in the Collector's Books.	Area in Square Yards.
1	63	1,570	70
2	८५	1,571	21
3	64	1,577	63
4	८५	1,578	39
5	८५	1,580	94
6	८५	1,579	86
7	८५	1,575	77
8	66	1,572	105
9	68	1,574	249
10	८५	1,566	406
11	८५	1,565	406
12	८५	1,587	53
13	70	1,573	107
14	71	1,552	726
15	72	1,553	316
16	73	1,554	327
17	74	1,555	290
18	75	1,556	914
19	76	1,557	315
20	77	1,568	100
21	78	1,569	118
22	79	1,558	108
23	80	1,600	46
24	81	1,567	50
25	82	1,559	100
26	83	1,560	154
27	84	1,561	53
28	85	1,562	59
29	86	1,563	105
30	87	1,564	176

The sale to be subject to the confirmation of Government.

F. HUTCHINSON,

Collector.

Bombay, Collector's Office,

17th March 1855.

જાહેરનામું.

એલ્યુમિને કાંપના કીનારા ઉપર હેલ્લ લ એલી ધિયાત્રી પ્રમણિ કાંપ માહિના આઝા રસ્તાની ઉત્તરે સરકારી જમીનના ૩૦ કડકા છે તેના પદ્ધ તારીખ ૨૮ મી માહે એપ્રિલ સને ૧૮૫૫ શનિવારને દિને બારઉપર ૧ વાગતાં મુંબાઈના કલેક્ટરની કચેરીમાં જાહેર લિલ્લામ કરીને વેચીઆમાં આવશે.

૨. કલેક્ટરની કચેરીમાં પુછેથી જમીનના નકશા જાવાસાઈ મળશે તથા પદ્ધની શરતો માલમ થશે.

૩. પદ્ધની શરતોમાહિની એક શરત એવી છે કે પદ્ધ લેનારાએ પદ્ધ લિલ્લામ જમીનઉપર એ વરરાની અંદર પાકો અમલો બાંધવો અથવા નેદાન ૧૫૫ ઉંચી કોબંધ બીત અથવા લોહોડાને કુરો તે જમીનની આજુ બાજુએ બાંધ વો. અને તે જમીનઉપર અમલો બાંધવો તે દક્ષણ આજુ ના દરરાન અંગેનો નકાસો બંદગાન આલીનુનામ મુસ્તેતાબ હજરત ગવરનર સાહેબ આહાદુર દર ઈલ્લાસ કૌ સહ પસંદ કરે તે પેહેલાં બાંધવો નહીં.

धमिादी.

जमीनना क्रमांकी नं०.	पैभाराना नक्राना नं०.	कुलेकटरनी आपडीभाडेनी नं०.	चौरस वार.
१	६३	१५७०	७०
२	६३	१५७१	२१
३	६४	१५७७	६३
४	६४	१५७८	३६
५	६६	१५८०	६४
६	६६	१५७६	८६
७	६६	१५७५	७७
८	६६	१५७२	१०५
९	६८	१५७४	२४६ ^७ / _{१०}
१०	६९	१५६६	४०६
११	६९	१५६५	४०६
१२	७०	१५८७	५३
१३	७०	१५७३	१०७
१४	७१	१५५२	७२६
१५	७२	१५५३	३१६
१६	७३	१५५४	३२७
१७	७४	१५५५	२६०
१८	७५	१५५६	६१४
१९	७६	१५५७	३१५ ^७ / _{१०}
२०	७७	१५६८	१००
२१	७८	१५६९	११८
२२	७९	१५५८	१०८ ^७ / _{१०}
२३	८०	१६००	४६
२४	८१	१५६७	५०
२५	८२	१५५६	१००
२६	८३	१५६०	१५४ ^७ / _{१०}
२७	८४	१५६१	५३ ^७ / _{१०}
२८	८५	१५६२	५६ ^७ / _{१०}
२९	८६	१५६३	१०५ ^७ / _{१०}
३०	८७	१५६४	१७६

दीनाम थरो ते शरकर मंजुर कररो ल्यार पछी कायम थरो.

शही.

मे. हरीनसन,
कुलेकटर.

तामीय १७ मी भाडे भाव्य शन १८५५

४१वी मुकाम मुंयर्ध कुलेकटरनी कुयेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसाजे कांपाचे किनाऱ्यावर खाली लिहिलेले यादीप्रमाणे कांपातील आडवे रस्त्याचे उत्तरेस सरकारी जमिनीचे तीस तुकडे आहेत त्यांचे पट्टे तारीख २८ अप्रिल सन १८५५

शनवारचे रोजी बाराबर एक वाजता मुंबईचे कलेकटरचे कचेरीत जाहिर लेलांव करून विकले जातील.

२. कलेकटरचे कचेरीत विचारिले असता जमिनीचे नकाशे पाहावयास मिळतील व पट्याच्या शर्ती मालुम होतील.

३. पट्याच्या शर्तीतील एक शर्त अशी आहे की पट्टा घेणाराने पट्याने घेतलेले जमिनीवर दोन वर्षांचे आंत पक्का इमला बांधावा अथवा निदान साहा फुट उंच चुनेगची भोंत अथवा लोखंडी कठेडा त्या जमिनीचा सभोवता बांधावा आणि त्या जमिनीवर इमला बांधणे तो दक्षिण बाजुचे दर्शन आंगाचा नकाशा बंदीगान आली नवाव मुस्तताव हजरत गवरनर साहेब बाहादुर दर इजलास कौंसल याणी पसंत केत्यापूर्वी बांधू नये.

यादी.

जमिनीचे तुक्याचा नंबर.	पैसायपीचे नकाशाती स नंबर.	कलेकटरचे व तीस नंबर.	चौरस वार.
१	६३	१५७०	७०
२	६३	१५७१	२१
३	६४	१५७७	६३
४	६४	१५७८	३६
५	६६	१५८०	६४
६	६६	१५७६	८६
७	६६	१५७५	७७
८	६६	१५७२	१०५
९	६८	१५७४	२४६ ^७ / _{१०}
१०	६९	१५६६	४०६
११	६९	१५६५	४०६
१२	७०	१५८७	५३
१३	७०	१५७३	१०७
१४	७१	१५५२	७२६
१५	७२	१५५३	३१६
१६	७३	१५५४	३२७
१७	७४	१५५५	२६०
१८	७५	१५५६	६१४
१९	७६	१५५७	३१५ ^७ / _{१०}
२०	७७	१५६८	१००
२१	७८	१५६९	११८
२२	७९	१५५८	१०८ ^७ / _{१०}
२३	८०	१६००	४६
२४	८१	१५६७	५०
२५	८२	१५५६	१००
२६	८३	१५६०	१५४ ^७ / _{१०}
२७	८४	१५६१	५३ ^७ / _{१०}
२८	८५	१५६२	५६ ^७ / _{१०}
२९	८६	१५६३	१०५ ^७ / _{१०}
३०	८७	१५६४	१७६

लिवांव होईल तें सरकारानी मंजूर केल्यावर कायम होईल-
सही-

एफ. हचीनसन,
कलेक्टर.

तारीख १७ माहे मार्च सन १८५५ इसवी मुल-

मुंबई कलेक्टरची कचेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice

Is hereby given, that the Collector of Malabar will PURCHASE all such SALT, the produce of Bombay or other places subordinate thereto, as may be required for the use of the undermentioned Gollahs from 1st to 31st March 1855, at the rates detailed below :—

Cannanore at Rs. 24 per Garce of 120 Indian Maunds.
Tellicherry at Rs. 24 ditto ditto.

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

H. CONOLLY,
Collector of Malabar.

Malabar, Collector's Office,
On Circuit, 6th March 1855.

आह्वारनामु.

अधुने लें मुंभाहमां अथवा मुंभाह तापानी लगेमां पाडे-
लां मीसांमांनु नीचे लजेला गालाशाह लेंधुं लोधमि तेधुं
मीडुं मलबारना कुलेक्टर साहेब तारीख १ वी मार्चथी ते ता
रीख ३१ मी मार्च सन १८५५ मुधी नीचे लजेला दर प्रमाणे
वेत्यांतु खरो.

कानानोर १२० पंगाली मलुना दर गारसना इपिम्मा २४ प्रमाणे.
तालचेरी अमेवन अमेवन इपिम्मा २४ अमेवन.
वधी लोहेर इरनामां आवे छे लें मुंभाहथी नमुना म्मा-
व्या प्रमाणे दर पंगाली मलुना इरंथी मीडुं मापरो.

सही.

अमे. वी. कानली,
मलबारना कुलेक्टर.

तारीख १ वी माहे मार्च सने १८५५ धिसवी मु.
मलबार कुलेक्टरनी कचेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा

ऐसाजे मुंबई अथवा मुंबई ताब्यातील जाग्यांत पिकलेले
मीठा पैकीं खालीं लिहिलेले गोव्याकरितां जितके पाहिजे
जितके मीठ मलबार येथील कलेक्टर साहेब तारीख १ मार्च
पासून तारीख ३१ मार्च सन १८५५ पर्यंत खालीं लिहिलेले
दराप्रमाणे खरीद करतील-

कानानोर १२० बंगाली मणाचे दर गारसास रुपये २४ प्रमाणे-
तालचेरी किता किता किता २४

अणखी जाहीर केलें जातें जे मुंबईहून नमुना आल्याप्रमाणे
दर बंगालीमणाचे फन्याने मीठ मापतील-

सही:

एच. वी. कानली,
मलबारचे कलेक्टर.

तारीख ६ माहे मार्च सन १८५५ इसवी
मलबारचे कलेक्टरची कचेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Insolvent Debtors' Court.

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

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Babajee Maheputtee, and Suggoona, Womman.	The former a Dealer in Bangles	Hindoos . . .	Without the Fort, near Bhendy Bazar.	8th	March	1855.
Jacob Joan	Supported on Charity	A Cochin converted Jew.	Without the Fort, at Grant Road.	13th	"	"
Trimbackrow Hurrychundjee.	A Clerk in the Collector's Office at Surat.	Hindoo	Without the Fort, on Kalbadavee Road.	16th	"	"
James Ross	Unemployed	European . . .	Without the Fort, at Mahim.	16th	"	"
Valentine de Espanca.	A Clerkin the Bombay Branch of the Agra and United Service Bank.	Portuguese ..	Without the Fort, at Matharpacady.	17th	"	"

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

Days appointed for Hearing the Petitions of the undermentioned Insolvents.

Names.	Time.		
	Day.	Month.	Hour.
Trimbuckrow Hurrychundjee	3rd Monday	April next	11 o'clock.
James Ross	Ditto	Ditto	Ditto.
Hunmuntrow Limbajee and Raje his wife.	Ditto	Ditto	Ditto.
Valentine de Esparanca	Ditto	Ditto	Ditto.

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

J. A. McKENZIE,

Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 20th day of March 1855.

નાદાર દેવાદારોની કોર્ટ મંથે.

જાહેર ખર્ચ એ ઉપરથી આપવામાં આવે છે, જે વિગત સાથે એની હેડબ જે જુદી જુદી આરામીઓના નામો લખેલાં છે, તેઓએ સુખધની નાદાર દેવુદારોનાં છુટકા કરનારી કોર્ટને અરજીઓ આપી છે, તેમાં એક એકની અરજ એવી છે જે વિક્ટોરીયાના અગિઆરમે વરસે જે ધારો કરીને કરાવ્યો છે, તેના એકવિશમાં ખાખમાંનો ધલાલ હમોને મળે.

નામ.	ધંધો.	જાત.	રહેવાનું કે કાણું સુખધમિથે.	અરજીઓ દાખલ કરાની તારીખ.		
				દાડા.	માસ.	વરસ.
ખાખાજી મહીપતી તથા સજી પેહેલો બંગડીનો વેપારી. જી ખાખેડી.		હીંદુ.	ખારકોટ ભીડીબજાર આગલ.	૮ મે	મારચ.	૧૮૫૫.
જેકબ જોન	ધરમખાતે આવે છે.	ક્રોચીનો પોતાના ધરમમાંથી નીકલેલો ધ્યાલદી	ખારકોટ ગરાંટ રોડ ઉપર.	૧૩ મે	એવ	એવ.
શ્રીચક્ર રાવ હરીચંદ્રજી	સુરતના કલેક્ટરની હાકી સમાં લખનારો.	હીંદુ.	ખારકોટ કાલકાદેવીના રસ્તા ઉપર.	૧૬ મે	એવ	એવ.
જેમસ રાસ	રોજગાર વગરનો	ધરોપીઅન.	ખારકોટ મેમ મથે.	૧૬ મે	એવ	એવ.
વાલેનટાઈન ડી એસપારંનશા	આગરા તથા બુનાઈટડ સરવીસ એકની સુખધમિથેનાં ખાતામાં લખનાર.	પુરતગીજ.	ખારકોટ માથારખાખાડીમાં.	૧૭ મે	એવ	એવ.

ઉપર લખેલા નાદાર દેવાદારોની અરજીઓની ખાખતમાં ઘટતી રીતે હુકમ થયો છે, જે ઉપર લખેલા ધારાની સાતમી કલમ પ્રમાણે નાદાર દેવાદાર મજકુરોની યાવર તથા નંગમ મિલકત તથા ચીજ વસ્ત આ નામદાર કોર્ટનાં આફિસિઅલ આસેનીના તાખામાં આવે.

નીચે લખેલા નાદાર દેવાદારોની અરજીઓ સાંભળવારાઈ કરાવેલા દાડા.

નામ.	વખત.		
	દાડા.	માસ.	કલાક.
શ્રીચક્ર રાવ હરીચંદ્રજી	૩ જો સોમવાર.	આવતો એપ્રિલ	૧૧.
જેમસ રાસ	એવ.	એવ.	એવ.
અનમંતરાવ લીખાજી તથા તેની ખાખેડી રાજી	એવ.	એવ.	એવ.
વાલેનટાઈન ડી એસપારંનશા	એવ.	એવ.	એવ.

आज आवनार लेखुदरोमे थोडां थोडां सांभणवाना तलु दाज आगाड, सोगणुनांभाथी सांभत करेला पोताना दावा हमारी आशीसमां दांपल करा लोडमि, तथा सिरस्ता प्रमांले शी तेमोने आपवी लोडमि. उपर लपेला नादार देवाध रोमे पोताना देवानी, तथा माल मिलकतनी, शीमे हमारी आशीसमां दांपल करावी छे.

श्री मुंभरना डोटमधे, डोटैना क्लार्कनी आशीसमां, लप्पी तारीख २० मी मार्च सने १८५५.

ले. मे. भंकेन७,
डोटैना क्लार्क सडी.

(True Translation)
J. FLYNN, Chief Translator.

Notice.

Verbal tenders will be received at this Office, on Tuesday the 27th instant, at 2 o'clock p. m., for EXECUTING by contract the undermentioned WORKS, and any other work that may be intermediately sanctioned.

Plans and specifications of the quantity of labor and materials to be expended, also the Form of contract to be entered into, will in the meantime remain open for inspection in this Office, copies of which may be taken, and any additional information obtained. No reason will be assigned for the rejection of the lowest or any tender.

A deposit of 10 per cent. will be required immediately from the lowest bidder, to be forfeited in case of any evasion or delay in signing the deed of contract.

WORKS.

Erection of an Advance Guard Room, with Detention Cells, &c. attached; a Quarter Guard Sergeants' Room, Detention Cells, and Rooms attached; and a School Room, &c. in Fort George.

Constructing a double tiled open Veranda on the West side of the Armoury in the Castle.

J. J. F. CRUICKSHANK, Major,

Garrison Engineer,

And Civil Architect at the Presidency.

Military Department,

Garr. Engr. and Civil Architect's Office,
Bombay, 19th March 1855.

अभ्युक्त्यां.

अभ्युंले नीये लपेलां कामां तथा हवे पक्षी पीलां कामं काम आयत हुकम थाम्मे ते धलशथी करवा वीरोना मुंभ-
णुप्यांनी अरुण आलता मडीनांनी तारीख २७ मी मंगल-
वारने दीने पार उपर २ वागतां आ कुयेरीमां सांभली
खरो.—नक्षरा तथा सामन तथा मजुरी देखी लागरो
तेनी तपशीलनी धम्मादी तथा धलशना कागलना मसुदो
दरमीआन आ कुयेरीमां लेवा साइ उधायि रेहेरो. तथा
तेनी नक्षरा लेखती हरो तो लेवा हेरो. तथा पीणुं कामं
पुछुं हरो तो तेपलु मालम थरो.—शयेथी कमी पेरीलनी
अरुण अथवा पीणु अरुण ना मंजुर करसे तेनुं कारलु
कुहेसे नही.

ले शयेथी कमी आंकाडो पोलरो तेले दर सेकडे १० रक
प्रमांले अवेन तुरत अनामत रांपयो लोडमि ते अवेन
धलशना कागल उपर सडी करवानी आनाकांनी अथवा
दिल करेथी सरकार दांपल थसे,

कामो.

डुंगरी किलामां आडवानस गाड इम तथा तेने लगती
गोंधी मुकवानी ओरडीओ वगेरे तथा कुवार्डर गाड

तथा सरलंठनी ओरडी तथा गोंधी मुकवानी डोटडीओ
तथा तेने लगती ओरडीओ तथा नीशालनी ओरडी
वगेरे आंधवानी छे.

डिलामां हथीआरो मुकवानी लगानी पक्षीमे पुली
पडली भेवडां नक्षीमां आलीने आंधवानी छे.
सडी.

ले. ले. अम्क. कुरकरांक, मेजर,
मुंभरना आशीसन धंजुनिअर तथा
शिविल आरकिटेकर.

तारीख १६ मी माहे मार्च सने १८५५ धसवी
मुंबई आशीसन धंजुनिअर तथा शिविल
आरकिटेकरनी कुयेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा

ऐसाजे खाली लिहिलेली कामे व यानंतर दुसरे काही
कामाविशीं हुकम होतील तीं मक्याने करण्याविशींचे मुख
जवानी अर्ज चालते महिन्याची तारीख २७ मंगळवारचे रोजी
वारावर दोन वाजतां ह्या कचेरींत एकून घेतील—नकाशे व
सामान व मजुरी किती लागेल त्याचे तपशीलाच्या यादी व
मक्याचे कागदाचा मसुदा दरम्यान ह्या कचेरींत पाहावयास
उघडा राहिल व त्याच्या नकला पाहिजेत असल्यास घेऊं दे-
तील व दुसरें काही पुसणे असेल तोंहि मालुम होईल.
सर्वीहून कमी वेरजेचा अर्ज किंवा दुसरा कोणता अर्ज ना
कतुल करतील त्यांचे कारण सांगणार नाहींत.

जो सर्वीहून कमी वेरजा बोलेल त्याणे दर शेकडा टके १०
प्रमाणे ऐवज ताकाळ अनामत ठेविला पाहिजे तो ऐवज
मक्याचे खतावर सही करण्यास टाळाटाळ अथवा विलंब
केल्यास सरकार दाखल होईल.

कामे.

डोंगरो किल्यांत अडवानस गाड रम व त्या लगत कोंडून
ठेवण्याच्या खोल्या वगेरे व क्वार्टर गाड व सारजेंटची
खोली व कोंडून ठेवण्याच्या कोठड्या व त्या लगतच्या
खोल्या व शाळेची खोली वगेरे बांधावयाची आहेत.
किल्यांत हत्यारं ठेवायाचे जागेचे पथमेस उघडी पडवी
दुहेरी कौलारी बांधावयाची आहे.

सही.

जे. जे. एफ. कुकरांक, मेजर,

मुंबई येथील ग्यारिसन डंजिनियर व सिविल आर्किटेकर.

तारीख १९ माहे मार्च सन १८५५ इसवी मु।।

मुंबई ग्यारिसन डंजिनियर व सिविल आर्कि-
टेकरची कचेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

MILITARY**ARRIVALS AND DEPARTURES.****1855 ARRIVALS.**

- 15th Mar.—Captain P. L. Hart, Engineers, from Sattara.
 19th " Captain Ring, H. M.'s 87th I. F., on sick certificate to Europe, from Kurrachee.
 " " Assistant Surgeon T. A. Honan, Bengal Army, on furlough to Europe, from Kurrachee.
 " " Lieutenant E. H. Paske, 58th Regt. Bengal N. I., on sick leave, from Kurrachee.
 " " Captain John L. Vaughan, Commanding 5th Punjaub Infantry, on Medical certificate, from Kurrachee.
 " " Major Mills, H. M.'s 52nd L. I. on furlough to Europe, from Kurrachee.
 " " Captain Bouchier, H. M.'s Service, on furlough to Europe, from Kurrachee.
 " " Captain Goldsmidt, 37th Regt. Madras N. I., on Medical certificate, from Kurrachee.
 " " Captain W. H. C. Lye, 13th Regt. N. I., on duty, from Kurrachee.
 " " Lieutenant C. E. H. Cotes, Horse Artillery, on Medical certificate, from Kurrachee.
 " " Lieutenant Colonel Commandant J. Sinclair, Artillery, on Medical certificate, from Kurrachee.
 " " Major C. Birdwood, 3rd Regt. N. I., to join, from Kurrachee.
 " " Lieutenant S. Y. Howison, 12th Regt. N. I., to join, from Kandalla.
 " " Lieutenant Colonel Arthur Knyvett, 1st European Bengal Fusiliers, to retire from the Service, from Lahore.
 20th " Captain J. D. De Vitre, 26th Regt. N. I., on duty, from Coimbatore.
 " " Surgeon T. B. Larkins, Staff Surgeon, Poona, to join, from Ahmedabad.

1855 DEPARTURES.

- 14th Mar.—Lieutenant D. J. Nasmyth, Engineers, on duty, to Mahableshwur.
 15th " Major R. W. D. Leith, Staff, on duty, to Ahmedabad.
 " " Captain J. Forbes, 3rd Light Cavalry, to join, to Rajcote.
 10th " Major E. P. Lynch, 29th Regt. N. I., to join, to Belgaum.
 17th " Ensign C. D. Macleod, 27th Regt. N. I., to join, to Kolapore.
 " " Lieutenant H. Birch, 27th Regt. N. I., to join, to Kolapore.
 19th " Major H. Stiles, 1st European Regiment (Fusiliers), on furlough, to Southampton.
 " " Captain H. F. Davies, 29th Regt. N. I., to rejoin, to Belgaum.
 " " Major Oavry, 9th Lancers, to rejoin, to Umballa *vid* Indore.
 " " Major W. F. Cormack, Superintendent of Police, Dharwar, on duty, to Dharwar.
 20th " Lieutenant Colonel A. P. LeMessurier, 2nd Regt. European Light Infantry, on duty, to Belgaum.
 " " Captain P. L. Hart, Engineers, on furlough, to England.
 " " Captain W. C. Western, 32nd Regt. Madras N. I., on Medical certificate, to England.
 " " Assistant Surgeon S. A. Honan, Bengal Army, on furlough, to England.
 " " Major Mills, H. M.'s 52nd L. I., on furlough, to England.
 " " Captain Bouchier, H. M.'s 52nd L. I., on furlough, to England.
 " " Lieutenant E. King, 1st Fusiliers, on Medical certificate, to Kandalla.
 " " Lieutenant Cavanagh, 31st Regt. Bengal N. I., on Medical certificate, to Europe.
 " " Ensign C. F. Keays, Commissariat Department, on duty, to Poona.

- 20th Mar.—Lieutenant J. G. Hort, 26th Regt. N. I., on Medical certificate, to England.
 " " Ensign F. C. Davidson, 10th Regt N. I., on furlough, to England.
 " " Assistant Surgeon C. Hathaway, Bengal Army, on furlough, to England.

*Bombay, Town Major's Office,
 21st March 1855.*

SHIPPING INTELLIGENCE.**1855 ARRIVALS.**

- 14th Mar.—Ship Sultana, D. C. Taylor, from Melbourne 14th January.
Passengers—Mrs. Taylor.
 15th " Steamer Mountstuart Elphinstone, C. W. Macdonald, from Surat 14th instant.
Passengers—73 Natives.
 16th " Steamer Lady Falkland, W. H. Lawless, from Mangalore 8th instant.
Passengers—20 Natives.
 " " Ship Kusrovia, H. Short, from Siam 27th January.
Passengers—4 Natives.
 17th " Steamer Lowjee Family, P. M. Ellis, from Surat 16th instant.
Passengers—50 Natives.
 18th " Ship Standard, J. Blyth, from Adelaide 28th January.
 " " H. C. Sloop Falkland, H. H. Hewett, Esq., Commander, from Calicut 5th instant.
Passengers—Lieutenant Sedley; 2 Engineers; 20 Artillerymen; 12 Seamen; 1 Drummer; and 1 Fifer.
 19th " Steamer Dwarka, J. Woolley, from Surat.
Passengers—Mrs. Lestrangle, and Child; and 100 Natives.
 " " Barque Clairvoyant, S. Brid, from Calcutta 30th January.
Passengers—Messrs. H. Geoffrey, and J. Wilson.
 " " Steamer Victoria, F. Banks, from Kurrachee 16th instant.
Passengers—Mrs. Sinclair, and Child; Mrs. Boyle, and 2 Children; Mrs. Carnac, and 5 Children; Mrs. Hathaway, and Child; Mrs. Walker; Colonel Sinclair; Colonel Knyvett, and Child; W. Carnac, Esq.; Major Birdwood; Major Mills; Captain Lye; Captain Delhosto; Captain Goldsmidt; Captain Bouchier; Captain Ring; Captain Vaughan; Dr. Hathaway; Dr. Homan; Lieutenant Cotes; Lieutenant Pasko; 1 2nd Class Passenger; 2 European Female Servants; 20 Native Servants; and 15 Natives, Deck.
 20th " Ship City of Lincoln, G. J. Burn, from Kurrachee 15th instant.
Passengers—Lieutenant Stack; Mrs. Stack, and 4 Children; Lieutenant Smith; and Mr. Somerville.
 " " Barque Columbus, A. Hutton, from Chiusa 4th and Singapore 29th January.
Passengers—Mrs. Hutton, Child, and Servant; and 9 Natives.
- 1855 DEPARTURES.**
- 14th Mar.—Ship Jumna, John Sharp, to Liverpool.
 " " Ship Nith, A. Cottier, to Calcutta.
Passengers—28 Natives.
 " " Steamer Bombay, G. M. Beys, to Kurrachee.
Passengers—Mrs. Cholmely; Mrs. Martin; Lieutenant Blair; W. Edgeworth, Esq.; Ensign Mullin; Ensign Robertson; and 16 Natives.
 " " Steamer Dwarka, J. Woolley, to Surat.
Passengers—125 Natives.
 15th " Brig St. Anna Maria, Nacoda, to Madras.
 " " Steamer Sir Jämsätjee Jejeebhoy, C. Menesse, to Surat and Gogo.

Passengers—For Gogo: Captain and Mrs. Forbes; Major Leith; and Captain and Mrs. Taylor.
For Surat: Mr. Pearson, and a Boy; and 80 Natives.

- 16th Mar.—Ship Mary Spencer, J. F. Fisher, to China.
*Passengers—*Mr. H. Findlay; Mr. W. Tait; Mr. J. Tait; Mrs. E. Tait; Mr. J. Robinson, and 2 Children; and Anne McVicar.
- 17th " H. C. Stearn-Frigate Queen, C. W. Montriou, to Calcutta.
- 18th " Steamer Mountstuart Elphinstone, C. W. Macdonald, to Surat.
*Passengers—*Several Natives.
- " " Ship Angir, J. Smith, to London.
*Passengers—*Mr. and Mrs. Mayors, and 4 Children; and Mr. Manok.
- 19th " Ship Sagof, W. C. Luginr, to Calcutta.
*Passengers—*16 Natives.
- 20th " P. & O. Co.'s Steamer Erin, J. M. Rogers, to Aden, Suez, and Alexandria.
Passengers—For Aden: Abdoobhoy Tyabally; Allybhoy Tyabally; and Shaik Tyab Fuzoobhoy.
For Suez: F. Schloss, Esq.; Mr. and Mrs. Bonn; Mr. Alger; Mr. Porter; and Mr. Wilson.
For Alexandria: Revd. J. F. Boys; C. B. Craske, Esq.; Miss Ascland; Major Stiles; Mr. Patterson; Mr. Hutton; Lieutenant Joby; Mrs. Rogers, 3 Children, and 1 Native Female Servant; Mr. Whitshire; Mr. and Miss Elphinstone; Mrs. Sandeman, 2 Children, and 1 European and 1 Native Servant; Captain and Mrs. Hart; Lieutenant Cavanagh; Captain Macdonald; Captain Briggs; Captain W. H. Western; Colonel Boileau; R. Cust, Esq.; Ensign Davidson; Mr. Lyndham; Mr. and Mrs. Hart; Mr. and Mrs. Carnac, 5 Children, and European Female Servant; Mrs. Walker; Mrs. Boyle, 2 Children, and 1 Servant; Mr. Honan; and Mr. Lawrence.
- " " Steamer Sir J. R. Carnac, F. M. Ellis, to Surat.
*Passengers—*Several Natives.
- " " Steamer Lowjee Family, J. H. Norman, to Surat.
*Passengers—*15 Natives.
- " " Ship Good Success, T. Dumanye, to Singapore and China.
*Passengers—*4 Natives.

A. K. CORFIELD,
Senior Magistrate of Police.

Bombay, Police Office, 21st March 1855.

NOTICE is hereby given, that a piece or parcel of FORAS LAND, situated between the Grant and Bellasis Roads, and which was lately purchased by this Department for Garden purposes, will be put up to PUBLIC SALE, on Tuesday next the 27th instant, on the spot.

Plans of the Ground may be seen, and any information had, on application at this Office, any day between the hours of 11 and 4, before the day of sale. The whole Ground measures 750 Burgas, or thereabouts, and will be put up in 5 Lots, unless an inducive offer is made for the whole.

The sale will not be considered final until approved of by the Board of Conservancy.

Ten per cent. deposit to be paid at the time of sale by the highest bidder, and the remainder within 8 days after the Board's approval.

B. BROCK,
Acting Superintendent of Repairs.

Bombay, Supt. of Repairs' Office,
21st March 1855.

ORIENTAL BANK CORPORATION.

(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..... } 8 per cent. per ann.
On other Bills..... } 11 " " "
On ditto if secured by Govt. } Not exceeding 3 months. } 10 " " "
Paper..... }

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. 11¼d. " "
" " 2 " " 1s. 11¾d. " "
" " 1 " " 1s. 11¾d. " "
" " sight } 1s. 11¼d. " "
On Scotland " " }
On Ireland " " }
Circular Notes payable throughout } 1s. 11¼d. " "
Europe..... }

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 Commission, on receiving the Equivalent.

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

COMMISSION.

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

Bombay, 21st 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.
18	Co.'s Rs. 18	Co.'s Rs. 20	Co.'s Rs. 27	Co.'s Rs. 24	Co.'s Rs. 26	Co.'s Rs. 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.

सन १८५४ चा आक्ट ७ वा.

इंडियाचे गवर्नर जनरल इन् कौन्सिल याणी, सन १८५४ चे फेब्रुआरी महिन्याचे १७ वे तारिखेस, ठरविला.

ईस्ट इंडिया कंपनी सरकारचे मुलुका बाहेर अघोर गुन्हा केल्याचा आरोप जां मनुष्यांवर आला असेल त्यांस सदहू मुलुकाचे हद्दींत धरण्याविषयी, व इनसाफाकरितां त्यांस स्वाधीन करण्याविषयी, व वारंट देणारे अधिकार्यांचे हुकुमती बाहेरील ठिकाणीं तीं वारंटें अमलांत आणण्याविषयी आक्ट.

राणीचे राज्याचे कोणतेही भागांत, किंवा परकी राज्याचे किंवा संस्थानाचे मुलुकांत, अघोर गुन्हा केल्याचा आरोप कोणी मनुष्यांवर आला असेल, आणि त्यांणी ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकाचे कोणतेही भागांत आश्रय धरिला असेल किंवा तेथें ते सांपडतील, आणि ते इंग्रज सरकारचे किंवा कोणतेही परके सरकारचे रयत असतील तथापि, त्यांस धरून इनसाफाकरितां स्वाधीन करण्याविषयीं नियम ठरविणे योग्य आहे; आणि ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकाचे एका भागांतील योग्य अंमलदारांने दिलेलें वारंट दुसरे भागांत अमलांत आणण्यास सुलभ करावें हें योग्य आहे; आणि परकी राजाशीं किंवा संस्थानाशीं राणीने किंवा राणीचे तरफेने अथवा ईस्ट इंडिया कंपनीने किंवा त्या कंपनीचे तरफेने तहनामे केले असतील त्यां प्रमाणे, ईस्ट इंडिया कंपनी सरकारचे ताब्यांतले मुलुकांतील कोणतेही 'प्रेसिडेन्सीचे' किंवा ठिकाणाचे सरकारास चालतां यावें, असा नदोवस्त करणे योग्य आहे; यास्तव खालीं लिहिण्याप्रमाणे ठरविलें आहे :—

१. आमचे ताब्यांतील राणीचे राज्याचे भागांत अघोर गुन्हा केल्याचा आरोप आलेला मनुष्य हिंदुस्थानांतील तुमचे ताब्यांतले इंग्रजी मुलुकाचे भागांत आहे, अथवा तो तेथें असेल असें वाटतें, त्या मनुष्यास इनसाफ करण्या करितां आमचे स्वाधीन करावा असें राणीचे राज्याचे कोणतेही भागाचा राज्यकारभार चालविणारा मनुष्य किंवा मनुष्ये, स्वतः किंवा त्याचे आज्ञेवरून दुसरे कोणी हिंदुस्थानांतील इंग्रजी मुलुकाचे कोणतेही भागाचे सरकारास लिहून पाठवितील तर; अथवा परकी राजाचे किंवा संस्थानाचे मुलुकांतील कोणतेही भागांत अघोर गुन्हा केल्याचा आरोप जा मनुष्यावर आला असेल त्या मनुष्या विषयीं तो परकी राजा किंवा तें परकी संस्थान किंवा त्याचा मुखत्यार प्रधान किंवा कारभारी सदहू प्रमाणे लिहून पाठवील तर, जा सरकारास लिहून आलें असेल त्या सरकारचे नजरेस योग्य दिसल्यास आरोपाचे खरेपणाविषयीं चवकशी करण्या करितां लेखी हुकूम त्या सरकारने द्यावा, आणि लिहून आलें आहे तें यथास्थित आहे याविषयीं, व त्या हुकुमावरून जीं जीं कृत्ये होतील त्या सर्वांचे दोष निवारण करण्याविषयीं, तो हुकूम मजबूद दाखला आहे असें समजावें.

२. सदहू हुकुमावर सरकारचे सेक्रेटारी पैकीं एकांने सही करावी; व तो हुकूम त्या सरकारचे ताब्यांतील 'प्रेसिडेन्सीचे' किंवा ठिकाणाचे 'मार्जिस्ट्रेट' व 'जस्टिस आफ् थि पीस' या सर्वांचे नांवें ल्याहावा; व (आरोपित मनुष्य) मागण्याविषयीं लिहून आलें आहे असें त्यांत ल्याहावें, व जा गुन्हाचा आरोप आला असेल त्याचा प्रकार, व आरोपित मनुष्याचें नाव किंवा नाव माहित नसल्यास त्यास दुसरे काहीं म्हणत असतील तें, व अवश्य वाटेल तितका त्याचे चेहेऱ्याचा तपशील त्यांत ल्याहावा, आणि जा मार्जिस्ट्रेटाचे व जस्टिस आफ् थि पीस यांचे नांवें तो हुकूम लिहिला असेल त्याणी किंवा त्यां पैकीं कोणी एकांने, आरोपाचे खरेपणाविषयीं चवकशी करून या आक्टा प्रमाणे काम चालवावें असें त्यांत फर्मावें.

३. सदहू मार्जिस्ट्रेटाचे किंवा जस्टिस आफ् थि पीस याचे हुकुमतींत आरोप आलेला गुन्हा झाला असतां त्यास जसा अधिकार असतो, तसाच अधिकार सदहू हुकूम त्याकडे हजर केल्यावर त्यास आहे असें समजावें.

४. हजर झालेल्या पुराव्यावरून मार्जिस्ट्रेटाचे किंवा जस्टिस आफ् थि पीस याचे नजरेस येईल कीं आरोपित मनुष्यास धरला असतां दोष नाहीं तर, त्या मनुष्यास धरण्या करितां मार्जिस्ट्रेटाने किंवा जस्टिस आफ् थि पीस याणे वारंट द्यावें. आपले हुकुमतींत झालेल्या गुन्हाविषयीं मार्जिस्ट्रेट किंवा जस्टिस आफ् थि पीस वारंट देतो त्याच रीतीने सदहू वारंट त्याणे द्यावें. आणि वारंट या आक्टावरून दिलें आहे हें, व सरकारचे हुकुमावरून दिलें असेल तर ती गोष्ट, व त्या सरकारचें नाव येणे प्रमाणे मजबूताचें टिपण वारंटांत ल्याहावें; तें टिपण खालीं लिहिण्याप्रमाणे असावें.—

“हें वारंट सन १८५४ चे ७ वे आक्टावरून दिलें आहे, व अमुक सरकारचे हुकुमावरून दिलें आहे”.

५. कोणताही गुन्हा केल्याचा आरोप आलेले मनुष्यास धरण्याचें वारंट, ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील

मुलुकाचे कोणतेही भागांत हुकुमत असणारे माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे दिलें असेल, आणि तें वारंट या आक्टाप्रमाणे दिलें असेल किंवा नसेल तरी, दुसरे कोणतेही माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे हुकुमतींत असणारे सदहूँ मुलुकाचे भागांत अमलांत आणावें, आणि सदहूँ मुलुक एकाच 'प्रेसिडेन्सींत' असेल किंवा नसेल तरी तें अमलांत आणावें; परंतु जा माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे हुकुमतींत वारंट अमलांत येईल त्याचे सही व शिक्क्यानिर्शां त्या वारंटावर पूर्वी शोरा हुकूम (अमलांत आणण्याविषयी) लिहिलेला असावा. तो शोरा खाली लिहिल्या प्रमाणे असावा.

अमुक जिल्ह्याचे नाझरास (किंवा इतर कोणी अंमलदार असेल त्यास).

अमुक (येथे शोरा लिहिणारे माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे जिल्ह्याचें किंवा तालुक्याचें नाव ल्याहावें) जिल्ह्यांत अथवा तालुक्यांत जा अंमलदाराचे नावें वारंट लिहिलें आहे, त्या पैकीं कोणी एकाने किंवा अमक्याने (येथें शोरा लिहिणारे माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे सदहूँ प्रकारचें दिलें वारंट जा अंमलदाराचे नावें लिहिण्याची वद्विवाट असेल त्या अंमलदाराचे हुद्याचें नाव ल्याहावें) हें वारंट अमलांत आणावें.

६. या आक्टाचे (५) वे कलमांतील ठरावा प्रमाणे वारंटावर शोरा लिहिणारे माजिस्ट्रेटावर, तें वारंट देण्यांत कायद्याचा कांहीं विरोध झाल्याबद्दल, फियार्द किंवा इतर काम चालणार नाही. परंतु जा माजिस्ट्रेटाने कायद्या विरुद्ध किंवा अयोग्य रीतीने तें वारंट दिलें असेल, त्या माजिस्ट्रेटावर शोऱ्याचे आधारावरून आरोपित मनुष्यास धरण्याबद्दलची जबाबदारी राहिल, ती अशी कीं तें वारंट त्याचे स्वतःचे हुकुमतींत अमलांत आणलें असतें तर, जा रीतीची व जेवढी जबाबदारी त्याजवर असती त्या रीतीची व तेवढी राहिल.

७. ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकांत गुन्हा केल्याचें म्हणत असतील तर, आरोपित मनुष्य धरल्या नंतर जा माजिस्ट्रेटाचे हुकुमतींत गुन्हा केल्याचें म्हणत असतील त्या माजिस्ट्रेटा समक्ष त्या मनुष्यास पाठवावा, आणि त्या माजिस्ट्रेटाने कायद्याप्रमाणे त्या विषयी तजवीज करावी; परंतु वारंटांत जामीन घेण्याचा अधिकार (वारंट अमलांत आणणारे) अंमलदारास दिला असेल, आणि जा जिल्ह्यांत किंवा तालुक्यांत गुन्हा केल्याचें म्हणत असतील तेथील माजिस्ट्रेटा समक्ष किंवा जस्टिस आफ् धि पीस या समक्ष आरोपित मनुष्य हजर होण्याविषयी त्या प्रमाणे जामीन दिला असेल (तर, त्या मनुष्यास त्या माजिस्ट्रेटाकडे नेण्याची जरूरी नाही.) ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकांत जें ठिकाण नसेल त्या ठिकाणीं गुन्हा केल्याचें म्हणत असतील तर, जा जिल्ह्यांत किंवा तालुक्यांत (आरोपित) मनुष्यास धरला असेल तेथील माजिस्ट्रेटा समक्ष किंवा जस्टिस आफ् धि पीस या समक्ष त्या मनुष्यास तत्काळ ग्यावें. आरोपित मनुष्यास सदरीं शेवटीं सांगितल्या प्रमाणे जा माजिस्ट्रेटा समक्ष किंवा जस्टिस आफ् धि पीस या समक्ष आणिला असेल त्याणे, त्या मनुष्या विषयी तजवीज करावी ती अशी कीं, आपले हुकुमतींत केलेले गुन्हाबद्दल आरोपित मनुष्यास पके चौकशी करितां कैदेंत ठेवण्याविषयी अथवा जामीन घेण्याविषयी जा मुकदम्यांत, माजिस्ट्रेटास किंवा जस्टिस आफ् धि पीस यास अधिकार आहे, त्या मुकदम्यांत जा रीतीने तो तजवीज करितो त्या प्रमाणे त्याणे तजवीज करावी; आणि ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकांत जो पुरावा, माजिस्ट्रेटास किंवा जस्टिस आफ् धि पीस यास सांपडत असेल, त्यावरून मुकदम्याचे सर्व हकिकतीविषयी जितकी पुरी चवकशी करितां येईल तितकी पुरी चवकशी केल्यानंतर, माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे नजरेस येईल कीं, आरोपित मनुष्यास (पके चवकशी करितां) कैदेंत ठेवण्या योग्य पुरावा झाला आहे तर, आपले जिल्ह्यांतील किंवा तालुक्यांतील जो बंदीखाना आरोपित मनुष्यास ठेवण्यासाठी योग्य वाटेल त्यांत त्या मनुष्यास ठेवावें; परंतु असा बंदीखाना नसेल तर, 'प्रेसिडेन्सीचे' तुरुंगांत ठेवावें; आणि सरकारचे हुकुमावरून तो आरोपित मनुष्य कोणाचे स्वाधीन करण्यांत येई, किंवा मोकळा करण्यांत येई तो पर्यंत त्यास तेथें ठेवावा. आणि सदहूँ प्रमाणे चवकशी केल्यावर माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे नजरेस येईल कीं, कैद्यास (पके चवकशी करितां) कैदेंत ठेवण्या जोगा किंवा जामीन घेण्या जोगा पुरावा नाही तर त्यास सोडून द्यावा.

८. आरोप आलेला गुन्हा हिंदुस्थानातील इंग्रजी मुलुकाबाहेर घडला असेल, आणि तो (जामीन घेण्या लायक असेल म्हणजे) तोच गुन्हा माजिस्ट्रेटाचे हुकुमतींत घडला असतां त्याबद्दल जामीन घेण्यांत येता तर, माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे काम चालवून कैद्याने योग्य जामीन दिव्हा असतां त्यास सोडावा. आणि अशा मुकदम्यांत मुचलका किंवा जामीनकदबा घ्यावयाचा तो, असे मतलबाचा घ्यावा कीं (कैद्याविषयी काय करावें याबाबद) सरकारचा हुकूम पोंचण्या साठी योग्य मुदत सोडून, जो दिवस मुचलक्यांत किंवा कदब्यांत लिहिला असेल त्या दिवशीं, आणि जा जिल्ह्यांत किंवा तालुक्यांत तो कदबा घेतला असेल तेथील माजिस्ट्रेट किंवा जस्टिस आफ् धि पीस, तदनंतर वेळेवेळीं जे जे दिवस ठरवील त्या त्या दिवशीं त्याचे समक्ष आरोपित मनुष्य हजर होईल.

१. जा माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे वारंट दिलें असेल, त्या शिवाय इतर माजिस्ट्रेट किंवा जस्टिस आफ् धि पीस या समक्ष, अथवा त्याच जिल्ह्याचा किंवा तालुक्याचा त्या वेळीं जो माजिस्ट्रेट किंवा जस्टिस आफ् धि पीस असेल त्या समक्ष, कोणतेही मनुष्यास या आकटा अन्वये नेतील तर, जा जवान्यांवरून व दस्ताऐवजांवरून वारंट दिलें असेल, त्या (असल) जवान्या व ते (असल) दस्ताऐवज, अथवा जा जिल्ह्यांतून वारंट दिलें असेल तेथील माजिस्ट्रेट किंवा जस्टिस आफ् धि पीस याचे सही व शिक्क्यानशांचा त्या जवान्यांचा व दस्ताऐवजांचा नकला, जा माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे समक्ष सदहू मनुष्यास नेला असेल, त्याणे मागविल्या असतां त्याकडे पाठवाव्या. आणि सरकारचे हुकुमावरून जर वारंट दिलें असेल, आणि हुकूम देणारे सरकारचे ताब्या वाहेरील प्रेसिडेन्सीमध्ये किंवा ठिकाणा मध्ये तें वारंट अमलांत आणलें असेल तर, सदहू सरकारास तो मनुष्य धरल्याची खबर तत्काळ द्यावी; मग (आरोपित मनुष्य मागण्याविषयी) लिहून आलेला कागद आणि त्या संबंधी जे दस्ताऐवज आपले जवळ असतील ते, त्या सरकाराने जा सरकारचे हुकुमतींत तो मनुष्य धरला असेल, त्या सरकारास पाठवावे. सदहू शेवटीं लिहिलेले सरकारचा अधिकार हुकूम देणारे सरकारचे अधिकाराप्रमाणे आहे असें समजावें.

१०. सरकारचे सदहू हुकुमांत लिहिलेले गुन्हाचा आरोप जा मनुष्यावर आला असेल, त्यावर खाली लिहिल्याप्रमाणे शाबित होईल म्हणजे, राणीचे राज्याचे कोणतेही भागांत गुन्हा घडल्याचे म्हणत असतील तेथील इनसाफाचे कोर्टाने तो गुन्हा त्यावर शाबित करून शिक्केचा ठराव केला होता परंतु शिक्केचा ठराव अमलांत येण्यापूर्वी तो पळाला असें शाबित होईल तर, माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे, गुन्हाची शाबिती झाल्याचा व शिक्केचा ठराव झाल्याचा पुरावा मिळाल्यावर, आरोपित मनुष्यास धरण्यास वारंट द्यावें व, अणखी पुराव्या वांचून त्या मनुष्यास सदहू प्रमाणे धरून कैदेंत ठेवावा. परंतु गुन्हाचे शाबितीचा किंवा शिक्केचा ठराव फिरविला आहे किंवा रद्द झाला आहे असा पुरावा त्या मनुष्याने केला असतां (त्यास धरून कैदेंत ठेऊं नये.)

११. ईस्ट इंडिया कंपनी. सरकारचे ताब्या वाहेरील मुलकांत गुन्हा केल्याचे म्हणत असतील त्या गुन्हाबद्दल, या आकटावरून कोणतेही कैद्यास जा माजिस्ट्रेटाचे किंवा जस्टिस आफ् धि पीस याचे समक्ष नेतील त्याचे नजरेस असें येईल कीं, सदहू मुलका जवळचे जिल्ह्याचे किंवा तालुक्याचे माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे त्या मुकदम्याची चवकशी केली असतां बरे पडेल असें विशेष कारण आहे तर, त्याणे त्या मुकदम्याविषयी व त्या विशेष कारणविषयी सरकारास तत्काळ लिहून पाठवावें; मग सरकाराने त्याच माजिस्ट्रेटास किंवा जस्टिस आफ् धि पीस यास त्या मुकदम्याची तजवीज स्वतः करण्याविषयी हुकूम करावा, अथवा दुसरे कोणते तालुक्याचा माजिस्ट्रेट किंवा जस्टिस आफ् धि पीस आपण नेमतील त्याकडे चवकशी होण्याकरितां मुकदमा पाठविण्याचा हुकूम करावा. आणि मुकदमा पाठविण्याचा हुकूम झाला असतां कैद्यास पाठवून द्यावा, अथवा जामीन घेण्यासारखा गुन्हा असल्यास, सदरी शेवटीं लिहिलेला माजिस्ट्रेट किंवा जस्टिस आफ् धि पीस या समक्ष हजर होण्याविषयी त्या कैद्याने जामीन द्यावा; मग जा वारंटावरून कैदी धरला असेल तें वारंट त्याच माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे दिलें असतां तो त्या मुकदम्याची जशी तजवीज करिता, तशी तजवीज करण्याचा अधिकार त्यास आहे असें समजावें, आणि त्याकडे सर्व जवान्या व दस्ताऐवज पाठवावे. आणि सरकारचे हुकुमावरून जे लोक चालतील त्या सर्व लोकांवरील तसे चालण्या बद्दलचे दोष निवारणार्थ तो हुकूम सबळ आधार आहे असें समजावें.

१२. जा सरकाराने या आकटाचे १ ले कलमाप्रमाणे हुकूम दिला असेल, त्या सरकारांत जवान्यांचा किंवा दस्ताऐवजांचा नकला आल्या असतील, आणि जा मुलकांत गुन्हा झाल्याचे म्हणत असतील तेथील इनसाफ करणारे योग्य अधिकाऱ्या समक्ष दिलेले जवान्यांचा किंवा हजर केलेले दस्ताऐवजांचा या खऱ्या नकला आहेत असा सरकारचे खात्रीचा दाखला आला असेल, तर आरोपित मनुष्यावर गुन्हाचे शाबितीकरितां त्या नकला पुराव्यासाठीं घ्याव्या, असा हुकूम करण्यास सरकारास योग्य वाटेल तर सरकाराने त्याप्रमाणे हुकूम करावा. आणि पुराव्यासाठीं त्या नकला घेण्याबद्दल तो सरकारचा हुकूम सबळ आधार आहे असें समजावें.

१३. ईस्ट इंडिया कंपनी सरकारचे ताब्यातील मुलकाबाहेर गुन्हा केल्याबद्दल, आरोपित मनुष्यास वर सांगितल्या प्रमाणे कैदेंत ठेवल्यानंतर, किंवा त्याचा जामीन घेतल्या नंतर, माजिस्ट्रेटाने किंवा जस्टिस आफ् धि पीस याणे आपण केलेले तजवीजीचा रपोट आपले सरकारास तत्काळ करावा, व त्या मुकदम्याविषयी आवश्यक व योग्य वाटेल तसा अभिप्राय लिहून पाठवावा; आणि आपले समक्ष जा जवान्यांचा व दस्ताऐवजांचा उपयोग केला असेल त्या सगळ्याची नकल ही सदहू 'रपोट' बरोबर पाठवावी.

१४. सदहू 'रपोट' पांचव्यावर तो मुकदमा सरकाराने तपासल्यानंतर, सरकाराने आपले सेक्रेटारीचे सहीचा लेखी

हुकूम देउन आरोपित मनुष्यास भोकळा करण्याविषयी, अथवा योग्य दिसेल त्या कोर्टीत किंवा जाग्यात व योग्य दिसेल त्या वेळी हजर होण्याचा जामीन त्यापासून घेण्याविषयी, अथवा जा सरकाराने किंवा अंमलदाराने (आरोपित मनुष्याविषयी) त्याणे केले असेल त्याणे, जा मनुष्यास आरोपित मनुष्य आपले स्वाधीन घेण्याचा हुकूम केला असेल त्या मनुष्याचे स्वाधीन या आरोपित मनुष्यास करण्याविषयी फरमावावें. सन १८७९ चा १ ला आक्ट जा मुकदम्यास लागू असेल त्या मुकदम्यांत आरोपित मनुष्याची चवकशी त्या आक्टाप्रमाणे करण्याविषयी सरकाराने हुकूम करावा.

१५. आरोपित मनुष्यास स्वाधीन करण्याचा हुकूम झाला असता, तो जो पर्यंत ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकाचे कोणतेही भागांत असेल तोंपर्यंत, जा मनुष्याचे स्वाधीन त्यास करण्याविषयी हुकूम झाला असेल त्या मनुष्याने त्यास आपले रखवालीत किंवा ताब्यांत घेणे जरूर नाही. एका तालुक्याचे ठाण्याहून दुसरे तालुक्याचे ठाण्यास कैदी पाठवितात त्याच रीतीने आरोपित मनुष्यास सदर देशांतून जा देशांत गुन्हा घडल्याचें म्हणत असतील त्या देशाकडे संभाळून न्यावा, आणि ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील देशाचे सर हद्दीवर त्यास नेला म्हणजे, त्याविषयी जा सरकाराने मागणे केले असेल त्या सरकाराने स्वाधीन घेण्याविषयी जास हुकूम दिला असेल त्याचे स्वाधीन त्यास करावा. कैदी स्वाधीन घेण्याचा जा मनुष्यास हुकूम दिला असेल तो मनुष्य त्यास स्वाधीन घेण्यासाठी हजर न होईल तर, कैद्यास जवळचे माजिस्ट्रेटाजवळ न्यावा. मग त्या माजिस्ट्रेटाने त्यास कैदेतून सोडण्याचा हुकूम करावा; आणि जा जागी त्यास धरला असेल तेथें किंवा त्या जाग्यानजीक जेथें तो जाग्यास इच्छित असेल तेथें जाग्याची त्याचे योग्यते प्रमाणे जशी सोय करून देणे अवश्य असेल तशी त्याची सोय माजिस्ट्रेटाने करून द्यावी.

१६. कोणी माजिस्ट्रेट किंवा जस्टिस आफ् थि पीस या आक्टातील ठरावप्रमाणे काम चालवीत असेल त्यास असा अधिकार आहे की, हा आक्ट अमलांत आणण्याकरिता, आणि सरकाराने या आक्टावरून हुकूम केला असेल तो ही अमलांत आणण्याकरिता, आपली सही व शिक्क्यानिशी किंवा आपले हुद्याचा शिक्का असल्यास त्या शिक्क्यानिशी वारंट व हुकूम व ताकिदी अवश्य असतील त्या सर्व त्याणे द्याव्या. जा गुन्हाचा आरोप आला असेल तो गुन्हा आपल्या हुकुमतीतील जिन्द्यांत किंवा तालुक्यांत घडला असता त्याविषयी जो अधिकार आपणास असतो तोच अधिकार या आक्टाप्रमाणे काम चालविणारे सर्व माजिस्ट्रेटांस व अंमलदारांस आहे असे समजावें; व त्याणी त्याप्रमाणे तो अधिकार चालवावा, आणि जा मुकदम्यांत आरोपित मनुष्याचा जामीन घेतला असेल त्या मुकदम्यांत सरकारचा हुकूम अमलांत आणण्याकरिता, जा पद्धती प्रमाणे जामीनकदवा अवश्य असेल त्याप्रमाणे तो जामीनकदवा नवीन घेण्याचा हुकूम त्या माजिस्ट्रेटाने करावा. त्याप्रमाणे तो जामीनकदवा नवीन करून दिला तर, सदर हुकूम अमलांत आणण्याकरिता अवश्य वाटेल तितके मुदत पर्यंत आरोपित मनुष्यास माजिस्ट्रेटाने कैदेत ठेवावा.

१७. ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकाचे कोणतेही भागांत गुन्हा केल्याबद्दल धरलेला मनुष्य, कैदेतून पळाला असता त्यास जाप्रमाणे पुनः धरितात त्याच प्रमाणे, या आक्टावरून धरलेला मनुष्य कैदेतून पळाला असता, तो सदर मुलुकाचे कोणतेही भागांत सांपडेल तेथें त्यास पुनः धरावा.

१८. राणीचे राज्याचा भाग ईस्ट इंडिया कंपनी सरकारचे ताब्यांत नसेल, त्या भागांत अधोर गुन्हा केल्याचें म्हणत असतील त्या गुन्हाबद्दल कोणी मनुष्यास धरण्याकरिता, अथवा त्या भागांतील योग्य अधिकाराचे कोर्टाने कोणी मनुष्यावर अधोर गुन्हा केल्याचे शाबितीचा ठराव केला असेल त्या मनुष्यास धरण्याकरिता, त्या भागांतून वारंट दिलें असेल तें ईस्ट इंडिया कंपनी सरकारचे ताब्यांतील मुलुकांतले कोणतेही माजिस्ट्रेटाकडे किंवा जस्टिस आफ् थि पीस याकडे हजर केले, आणि त्यावर सही करणारे अंमलदाराची सही खरी आहे, आणि त्या अंमलदारास तें वारंट देण्याचा अधिकार आहे, असा पुरावा झाला म्हणजे अणखी काहीं पुराव्याची व सरकारचे हुकुमाची गरज न धरितां त्या माजिस्ट्रेटाने किंवा जस्टिस आफ् थि पीस याणे आरोपित मनुष्यास धरण्यासाठीं आपलें वारंट द्यावें, आणि त्यास धरल्यानंतर सदर प्रमाणे त्यास कैदेत ठेवण्याची किंवा त्याचा जामीन घेण्याची, आणि वर सांगितल्या प्रमाणे दुसरें काहीं करणे जरूर असेल तें करण्याची तजवीज करावी; परंतु सरकारचे हुकुमावांचून आरोपित मनुष्यास वर सांगितल्या प्रमाणे (दुसरें कोणाचे) स्वाधीन करूं नये. या आक्टा प्रमाणे सरकाराने हुकूम केल्यावरून काम चाललें असतां, सरकारास जो अधिकार असतो तोच अधिकार असे मुकदम्यांत त्या सरकारास आहे, असे समजावें.

१९. या आक्टातील २१ वे कलमांत सांगितलेले अधोर गुन्हापैकी कोणताही गुन्हा, हिंदुस्थानातील इंग्रजी मुलुकां बाहेर केल्याचा आरोप कोणी मनुष्यावर आला असेल त्या मनुष्यास, हिंदुस्थानातील इंग्रजी मुलुकांत लागलाच धरावा हें इनसाफाचा हेतू पुरा होण्यासाठीं आवश्यक आहे, असे हिंदुस्थानातील इंग्रजी मुलुकाचे जा भागांत आरोपित मनुष्य

सांपडेल त्या भागाचे माजिस्ट्रेटाचे किंवा जस्टिस आफ् वि पीस यांचे नजरेस येईल तर, आरोपित मनुष्य जा ठिकाणी सांपडेल. तेथेच गुन्हा केल्याचा आरोप त्यावर आला असता त्यास धरते किंवा त्या विषयी तजवीज होती, त्या प्रमाणे आरोपित मनुष्यास सरकारी हुकुमा वाचून घरावा, किंवा त्याजविषयी तजवीज करावी, आणि धरल्या नंतर वर सांगितल्या प्रमाणे त्यास कैदेत ठेवावा किंवा त्याचा जामीन घ्यावा, आणि वर सांगितल्या प्रमाणे दुसरे काही करणे जरूर असेल तें करावें; परंतु सरकारचे हुकुमावाचून त्या आरोपित मनुष्यास (दुसरे कोणाचे) स्वाधीन करूं नये. या आकटा प्रमाणे सरकाराने हुकूम केल्यावरून काम चाललें असतां सरकारास जो अधिकार, असतो तोच अधिकार अशे मुकदम्यांत त्या सरकारास आहे, असें समजावें.

२०. या आकटावरून कैद केलेले मनुष्यास, कैदेत ठेवल्या दिवसापासून दोन 'क्यालेंडर' महिन्यांचे आंत, दुसऱ्याचे स्वाधीन केला नसेल, किंवा सोडून दिला नसेल, किंवा त्याचे गुन्हाची चक्कशी होण्याची तजवीज केली नसेल, तर जा तालुक्यांत त्यास कैदेत ठेविला असेल, त्या तालुक्यांत फौजदारी मुकदम्याचा अव्वल इनसाफ करण्याचा अधिकार, जा मुख्य कोर्टास असेल त्या कोर्टास, त्याणे किंवा त्याचे तर्फेने अर्जी केल्यावर त्या कोर्टाने, आपणास योग्य वाटेल त्या प्रमाणे त्याचा जामीन घेऊन किंवा घेतल्यावाचून, त्यास मोकळा करण्याचा हुकूम करावा; परंतु त्यास मोकळा न करण्याचे सबळ कारण कोर्टास दाखविलें असतां (त्यास मोकळा करण्याचा हुकूम करूं नये.) परंतु असें ठरविलें आहे कीं, सदहू प्रमाणे अर्जी झाल्याची सुचना किंवा सदहू प्रमाणे हुकूम देण्याचा इरादा आहे, अशी सुचना सरकारास किंवा सरकारचे सेक्रेटरीस किंवा सेक्रेटरी पैकीं एका सेक्रेटरीस दिल्यावाचून, सदहू प्रमाणे हुकूम करूं नये.

२१. राणीचे राज्याचे कोणतेही भागांत, राजद्रोह करणे, किंवा खून करणे, किंवा खून करण्याचा यत्न करणे, किंवा बलात्काराने परस्त्रीस संभोगणे, किंवा कोणाचे शरीरास मोठी दुखापत करणे, किंवा कोणास अधू करणे, किंवा डांका घालणे, किंवा ठगी करणे, किंवा दरबडा घालणे, किंवा रात्रीस घर फोडून आंत शिरणे, किंवा डांका घालून किंवा दरबडा घालून किंवा रात्रीस घर फोडून आणलेला माल समजून उमजून घेणे, किंवा गुरें चोरणे, किंवा कोणाचें राहाण्याचें घर फोडून आंत शिरून त्यांत चोरी करणे, किंवा घरास आग लावणे, किंवा गांवास किंवा घरास किंवा शहरास आग लावणे, किंवा खोटा दस्ताऐवज करणे, किंवा खोटा दस्ताऐवज चालविणे, किंवा चलनी शिक्का खोटा पाडणे, किंवा खोटा शिक्का समजून उमजून चालविणे, किंवा खोटी शपत किंवा खोटी प्रतिज्ञा करणे, किंवा खोटी शपत किंवा खोटी प्रतिज्ञा करण्यास शिक्कविणे, किंवा सरकारी कामगाराने अथवा इतर मनुष्याने आपल्यास सोंपलेले मालमत्तेचा अपहार करणे, किंवा वर लिहिलेल्या पैकीं कोणताही गुन्हा करण्यांत सामील होणे, या सर्व गुन्हांचा समावेश, या आकटांत (जेथें जेथें "अघोर गुन्हा" हे शब्द लिहिले आहेत तेथें तेथें) त्या शब्दांत होतो, असें समजावें.

२२. राणीचा किंवा ईस्ट इंडिया कंपनीचा, कोणतेही परके राजाशी किंवा संस्थानांनी तडनामा झाला असेल, आणि जा गुन्हाबद्दल गुन्हेगाराविषयी, परके राजाने किंवा संस्थानाने मागणे केलें असतां गुन्हेगारास स्वाधीन करण्याचें राणीस किंवा ईस्ट इंडिया कंपनीस सदहू तहनाम्यावरून अवश्य असेल त्या गुन्हाचा समावेश, आणि जा सरकाराकडे मागणे केलें असेल त्याचे नजरेस दुसरा कोणताही गुन्हा भारी किंवा दुःसहतर येईल, आणि आरोपित मनुष्याची त्या गुन्हा विषयी ईस्ट इंडिया कंपनी सरकारचे ताब्यातील मुलुकांत, सन १८४९ चे १ ले आकटाप्रमाणे चक्कशी करितां येत नसेल, त्या गुन्हाचाही समावेश या आकटांत जेथें जेथें 'अघोर गुन्हा' हे शब्द लिहिले आहेत, तेथें तेथें त्या शब्दांत होतो असें समजावें.

२३. या आकटांत कोणतेही मुकदम्याविषयी साष्ट नियम ठरविले नसतील त्या मुकदम्यांत, अथवा या आकटांत ठरविलेले रिती खेरीज इतर रितीने कोणते हि मनुष्यावर परकी राजाचे किंवा संस्थानांचे कायद्याप्रमाणे काम चालवावयाचें असेल तो मनुष्य, सदहू तहनाम्यावरून परकी राजाचे किंवा संस्थानाचे स्वाधीन करणे, राणीस किंवा ईस्ट इंडिया कंपनीस अवश्य असेल तर, ईस्ट इंडिया कंपनी सरकारचे ताब्यातील मुलुकाचे जा भागांत सदहू मनुष्य सांपडेल, त्या भागाचे सरकारास असा अधिकार आहे कीं, सदहू परकी राजाकडून किंवा संस्थानाकडून मागणे आल्यावर, सदहू तहनाम्या प्रमाणे चालण्या करितां, व त्या मनुष्यास स्वाधीन करण्या करितां, व माग्या विषयी आलेले पत्रांत लिहिलेले आरोपाची प्रथमची तजवीज करण्या करितां, जें करणे आपणास योग्य वाटेल तें करावें, आणि त्या सरकारचे सेक्रेटरी पैकीं एकाचे सहीनिशीं लेखी हुकूम सरकारचा असला म्हणजे, तो हुकूम अमलांत आणण्याबद्दल जां कृत्यें करावीं लागतील त्या सर्व कृत्यांचे दोष निवारणार्थ, तो हुकूम सबळ आधार आहे असें समजावें.

२४. मुंबईचे कायदे पुस्तकातील सन १८२७ चे ११ वे कायद्याचें ५ वें व ६ वें व ७ वें कलम रद्द केलें आहे.

२५. या आक्टांत जा ठिकाणी 'सरकार' हा शब्द लिहिला आहे, त्या ठिकाणी अन्वयावरून शब्दाचा अर्थ निराळा होत नसेल तर, त्या शब्दांत इंडियाचा गवर्नर जनरल इन् कौन्सिल, किंवा हिंदुस्थानातील इंग्रजी मुलकांतले कोणतेही 'प्रेसिडेन्सींत' किंवा जाग्यांत राज्यकारभार चालविणारा मनुष्य किंवा मनुष्ये, यांचा समावेश होतो असे समजावे. हिंदुस्थानातील इंग्रजी मुलक या शब्दांत, ईस्ट इंडिया कंपनी सरकारचे ताब्यातील मुलकाचे कोणतेही भागाचा समावेश होतो असे समजावे. या आक्टांत जेथे माजिस्ट्रेट हा शब्द लिहिला आहे, तेथे तो अशे इराद्याने लिहिला आहे की, त्या शब्दांत जाईट माजिस्ट्रेटाचा, किंवा जा मनुष्यास कायद्याप्रमाणे माजिस्ट्रेटाचा, अधिकार मिळाला असेल त्याचा, व जस्टिस आफ् धी पीस याचाहि समावेश व्हावा. एकवचनी शब्दांत बहुवचनाचा समावेश व्हावा, आणि पुढींगी शब्दांत स्त्रीलिंगाचा समावेश व्हावा, अशे इराद्याने ते शब्द लिहिले आहेत.

(True Translation)

VENAYEK WASSOODEW,
Oriental Translator to Govt.

ACT No. VII. of 1854.—Goozerattee,

सन १८५४ नो आक्ट ७ मो.

इंडिआना गवर्नर जनरल इन् कौंसले सन १८५४ ना फेब्रुआरी महिनानी १७ मी तारिखे ठराव्यो.

ईस्ट इंडिआ कंपनी सरकारना मुलक वाहार अघोर गुन्हो किधानुं तोहोमत जे मांगसो उपर आव्युं होय तेओने सदहूँ मुलकनी हद्दमां पकडवा बाबत, तथा इनसाफने सारू तेओने स्वाधीन करवाबाबत तथा वारंट आपनारा अधिकारीनी हकुमत बाहारने ठेकाणे ते वारंटो अंमलमां लाववाबाबतनो आक्ट.

राणीनां राजना कोर्डेण भागमां, अथवा पारका राजाना अथवा संस्थानना मुलकमां अघोर गुन्हो किधानुं तोहोमत जे मांगसोउपर अव्युं होय अने तेओ ईस्ट इंडिआ कंपनी सरकारना ताबामाहेना मुलकना कोर्डे भागमां आश्रय लईने रद्दा होय अथवा त्याहां तेओ जडे अने तेओ अंग्रेज सरकारनी अथवा हरकोर्डे पारकी सरकारनी रैयत होय तो पण तेओने पकडीने इनसाफने सारू स्वाधीन करवाना नियम ठराववा योग्य छे; अने ईस्ट इंडिआ कंपनी सरकारना ताबामाहेनां मुलकना एक भागना योग्य अंमलदारे आपेलुं वारंट बिजा भागमां अंमलमां लाववाने सेहेल पडे तेलुं करवुं योग्य छे; अने पारका राजासाथे अथवा संस्थानसाथे राणीए अथवा राणीनी तरफथी अथवा ईस्ट इंडिआ कंपनीए अथवा ते कपनीनी तरफथी तहनामां कीधां होय ते प्रमाणे ईस्ट इंडिआ कंपनी सरकारना ताबामाहेना मुलकनी हरकोर्डे प्रेसिडेन्सीनी अथवा ठेकाणीनी सरकारथी चलाय तेवो बंदोबस्त करवो योग्य छे वास्ते हेठळ लख्याप्रमाणे ठराव्युं छे.

१. हमारा ताबामाहेना राणीनां राज्यना भागमां अघोर गुन्हो किधानुं तोहोमत आवेलुं मांगस, हिंदुस्थानमाहेला तमारा ताबामाहेना अंग्रेजी मुलकना भागमां छे, अथवा ते त्याहां हशे एवुं लागे छे ते मांगसने इनसाफ करवासारू हमारे स्वाधीन करवुं ए रीते राणीनां राजना कोर्डे भागनी राजकारभार चलावनारो मांगस अथवा मांगसो पोतानी जाते अथवा तेना हुकम उपरथी बिजो कोर्डे हिंदुस्थानमाहेला अंग्रेजी मुलकना हरकोर्डे भागनी सरकारने लखी मोकले; अथवा पारका राजाना अथवा संस्थानना मुलकना हरकोर्डे भागमां अघोर गुन्हो किधानुं तोहोमत जे मांगस उपर आव्युं होय ते मांगसबाबत ते पारको राजा अथवा ते पारकुं संस्थान अथवा तेनो मुखत्यार वजीर अथवा कारभारी सदहूँ प्रमाणे लखी मोकले तो; जे सरकारने लखी मोकल्युं होय ते सरकारने योग्य देखाय तो तोहोमतनी साचाई बाबत चोकसी करवासारू ते सरकारे हुकम लखी आपवो, अने लखाई आव्युं छे ते बराबर छे तेनो दाखलो तथा ते हुकम उपरथी जे जे कामो थशे ते सर्वना दोषनुं निवारण करवानो दाखलो तेज हुकम छे एवुं समजवुं.

२. सदहूँ हुकम उपर सरकारना सेक्रेटारीमांथी एक जणे सही करवी. ते हुकम ते सरकारना ताबामाहेनी प्रेसिडेन्सीना अथवा ठेकाणांनो सर्व माजिस्ट्रेट उपर तथा जस्टिस आफ् धी पीस उपर लखजो. अने (तोहोमतवाळुं मांगस) मागवाबाबत लखाई आव्युं छे एवुं तेमां लखवुं. तथा जे गुन्हानुं तोहोमत आव्युं होय तेनो प्रकार तथा तोहोमतवाळुं

माणसनुं नाम अथवा नाम मालम न होय तो तेने विजुं काई केहेता होय ते तथा जरूर देखाय तेदली तेना चेहेरानी विगत तेमां लखवीं अनें जे माजिस्ट्रेट उपर तथा जस्टिस आफ् धी पीस उपर हुकम लख्यो होय तेणे अथवा तेमांथी कोईए तोहोमतनी साचाईवावत चोकसी करीने आ आक्ट प्रमाणे काम चलावतुं एवुं तेमां फरमावतुं.

३. सदहू माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी हकुमतमां तोहोमत आवेलो गुन्हो थयो होत तो तेने जेवां अधिकार होत तेवोज अधिकार सदहू हुकम तेनी पासे रजु थया पछे तेने छे एवुं समजनुं.

४. रजु थएला पुरावा उपरथी माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी नजरमां आवे के तोहोमतवाळां माणसने पकडयो तो काई चिंता नथी त्यारे ते माणसने पकडवा सारू माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे वारंट आपनुं. पोतानी हकुमतमां थएला गुन्हावावत माजिस्ट्रेट अथवा जस्टिस आफ् धी पीस वारंट आपे छे तेज रीते, सदहू वारंट तेणे आपनुं अनें वारंट आ आक्ट उपरथी आप्युं छे ए वात अनें सरकारना हुकम उपरथी आप्युं होय तो ते वात तथा ते सरकारनुं नाम वारंटमां लखवुं. उपला मजकूरनी इयाद दास्त हेठळ कढ्याप्रमाणे लखवी.

“आ वारंट सन १८५४ ना ७ मा आक्ट उपरथी आप्युं छे तथा फलांणी सरकारना हुकम उपरथी आप्युं छे.”

५. हर कोई गुन्हो कीधानुं तोहोमत आवेलां माणसने पकडवानुं वारंट ईस्ट इंडिआ कंपनी सरकारना ताबामाहेना मुलकना हर कोई भागमां जे माजिस्ट्रेटने अथवा जस्टिस आफ् धी पीसने हकुमत होय तेणे आप्युं होय अनें ते वारंट आ आक्ट प्रमाणे आप्युं होय अथवा न होय तो पण ते वारंट सदहू मुलकनो हर कोई विजो भाग विजा कोई माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी हकुमतमां होय त्याहां अमलमां लावतुं अनें सदहू मुलक एकज प्रेसिडेन्सीमां होय अथवा न होय तो पण ते अंमलमां लावतुं; पण जे माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी हकुमतमां वारंट अंमलमां आवे तेनी सही तथा चिक्कासुद्धां ते वारंट उपर अगाउ शेरो हुकम (अंमलमां लाववावावत) लखेलो जोईये. ते शेरो हेठळ कढ्या प्रमाणे लखवो.

“फलांणा जिन्हाना नाजरने. (अथवा विजो कोई अंमलदार होय तेने.)

फलांणा (अहिंयां शेरो लखनारा माजिस्ट्रेटना अथवा जस्टिस आफ् धी पीसना जिन्हानुं अथवा तालुकानुं नाम लखवुं) जिन्हामां अथवा तालुकामां जे अंमलदारो उपर वारंट लख्युं छे. तेमांथी कोई एके अथवा फलांणाए (अहिंयां शेरो लखनारा माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे एवा प्रकारनुं वारंट जे अंमलदार उपर हमेशां लखी मोकलवानो वहिवत होय तेना हुडानुं नाम लखवुं.) आ वारंट अंमलमां लावतुं.”

६. आ आक्टनी ५ मी कलमना ठराव प्रमाणे वारंट उपर शेरो लखनारा माजिस्ट्रेट उपर, ते वारंट आपवामां कायदाथी कंडे उलटू थयाबावत, फरियाद अथवा विजुं काम चालशे नहीं; पण जे माजिस्ट्रेटे कायदा विरुद्ध अथवा अयोग्य रीते ते वारंट आप्युं होय ते माजिस्ट्रेट उपर, शेरा उपरथी तोहोमतवाळां माणसने पकडवावावतनी, जवाबदारी रेहेशे, ते एवी रीते के ते वारंट तेनी पोतानी हकुमतमां अमलमां आप्युं होत तो जे रीते तथा जेटली जवाबदारी तेनीउपर रेहेत ते रीते तथा तेदली जवाबदारी तेनीउपर रेहेशे.

७. ईस्ट इंडिआ कंपनी सरकारना ताबामाहेना मुलकमां गुन्हो कीधानुं केहेता होय तो तोहोमतवाळां माणसने पकडया पछी जे माजिस्ट्रेटनी हकुमतमां गुन्हो कीधानुं केहेता होय ते माजिस्ट्रेटनी रुबरू ते माणसने मोकलवो अनें ते माजिस्ट्रेटे कायदाप्रमाणे ते बावत तजवीज करवी पण वारंटमां जांमिन लेवानो अधिकार (वारंट अंमलमां लावनारा) अंमलदारने आप्यो होय अनें जे जिन्हामां अथवा तालुकामां गुन्हो कीधानुं केहेता होय त्याहांना माजिस्ट्रेटनी रुबरू अथवा जस्टिस आफ् धी पीसनी रुबरू तोहोमतवाळुं माणस हाजर थशे एवो जांमिन आप्यो होय (तो ते माणसने ते माजिस्ट्रेटनी पासे लेई जवानी जरूर नथी.) ईस्ट इंडिआ कंपनी सरकारना ताबामाहेना मुलकमां जे ठेकाणुं न होय ते ठेकाणे गुन्हो कीधानुं केहेता होय तो जे जिन्हामां अथवा तालुकामां (तोहोमतवाळां) माणसने पकड्युं होय त्याहांना माजिस्ट्रेटनी रुबरू अथवा जस्टिस आफ् धी पीसनी रुबरू ते माणसने तावडतोब लेई जवो. तोहोमतवाळां माणसने उपर सेवटे कढ्या प्रमाणे जे माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी रुबरू आप्यो होय तेणे ते माणसनी तजवीज करवी ते एरीते के पोतानी हकुमतमां कियेला गुन्हाबावत तोहोमतवाळां माणसने पाकी चोकसीसारू केंदमां राखवावावत अथवा जांमिन लेवावावत जे मुकरदमामां माजिस्ट्रेटने अथवा जस्टिस आफ् धी पीसने अधिकार छे ते मुकरदमामां जे प्रमाणे ते तजवीज करे छे ते प्रमाणे तेणे तजवीज करवी. अनें ईस्ट इंडिआ कंपनी सरकारना ताबामाहेना मुलकमां जे पुरावो माजिस्ट्रेटने अथवा जस्टिस आफ् धी पीसने मळतो होय ते उपरथी मुकरदमानी सर्व हकीगतवावत जेटली पुरी चोकसी कराय तेदली पुरी चोकसी

कीधा पछी माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी नजरमा आवे के तोहोमतवाळां माणसने (पाकी चोकसीसारू) केदमा राखवा लायक पुरावो थयो छे तो पोताना जिल्हामा अथवा तालुकामा जे बंधीखानुं तोहोमतवाळां माणसने राखवा लायक होय तेमां ते माणसने राखनुं; पण एवुं बंधीखानुं न होय तो प्रेसिडेन्सीना तुरंगमा राखनुं, अने सरकारना हुकमथी ते तोहोमतवाळुं माणस कोईने खाधीन करवामा आवे अथवा छोडी मुकवामा आवे त्याहांसुधी तेने त्याहां राखनुं अने सदहू प्रमाणे चोकसी कीधा पछी माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी नजरमा आवे के केदीने (पाकी चोकसी सारू) केदमा राखवा लायक अथवा जमीन लेवा लायक पुरावो नथी तो तेने छोडी मुकवो.

८. तोहोमत आवेलो गुन्हो हिंदुस्थानमाहिना अंग्रेजी मुलकबाहार थयो होय अने (ते जमीन लेवा लायक होय एटले) तेज गुन्हो माजिस्ट्रेटनी हुकुमतमा थयो होत तो ते बाबत जमीन लिधामा आवते तो माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे काम चलावीने केदी लायक जमीन आपे तो तेने छोडवो अने एवा मुकरदमामा मुचलको अथवा जमीन खत लखावी लेवुं ते एवी मतलबनुं लखावी लेवुं के (केदी बाबत शुं करवुं ते विशेष) सरकारनो हुकम आवी पॉहॉचवासारू योग्य मुदत मुकीने जे दाहाडो मुचलकामा अथवा जमीनखतमा लख्यो होय ते दाहाडे अने जे जिल्हामा अथवा तालुकामा ते मुचलको अथवा जमीनखत लखावी लिधुं होय त्याहांनो माजिस्ट्रेट अथवा जस्टिस आफ् धी पीस त्यारपछी वखते वखते जे जे दाहाडा ठरावशे ते ते दाहाडे तेनी रुबरू तोहोमतवाळुं माणस हाजर थयो.

९. जे माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे वारंट आयुं होय ते सिवाय बिजा माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी रुबरू अथवा तेज जिल्हानो अथवा तालुकानो ते वखते जे माजिस्ट्रेट अथवा जस्टिस आफ् धी पीस होय तेनी रुबरू कोई माणसने आ आवंट प्रमाणे लेई जशे तो जे जुबानीओ उपरथी तथा दस्तावेजो उपरथी वारंट आयुं होय ते (असल) जुबानीओ तथा दस्तावेजो अथवा जे जिल्हामाथी वारंट आयुं होय त्याहांना माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी सही तथा शिको करेली ते जुबानीनी तथा दस्तावेजनी नकलो जे माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी रुबरू सदहू माणसने लेई गया होय तेणे मंगावी होय तो तेनीपासे मोकलवी अने सरकारना हुकमउपरथी जो वारंट आयुं होय अने हुकम आपनारी सरकारना ताबा बाहारनी प्रेसिडेन्सीमा अथवा ठेकाणे ते वारंट अंमलमा आण्युं होय तो सदहू सरकारने ते माणस पकडवानी खबर ताबडतोब आपवी. पछी (तोहोमतवाळुं माणस मांगवा बाबत) लखाई आवेलो कागळ तथा ते बाबत जे दस्तावेज पोतानिपासे होय ते ते सरकारने जे सरकारनी हुकुमतमा ते माणसने पकड्युं होय ते सरकारमा मोकलवा. सदहू छेवट लखेली सरकारनो अधिकार हुकम आपनारी सरकारना अधिकारना जेवोज छे एवुं समजवुं.

१०. सरकारना सदहू हुकममा लखेला गुन्हानुं जे माणस उपर तोहोमत आव्युं होय तेनी उपर हेठळ लख्याप्रमाणे साबित थयो एटले, राणीना राजना कोई भागमा गुन्हो थयानुं केहेता होय त्याहांनी इनसाफनी कोर्टे ते गुन्हो तेनीउपर साबित करीने सजानो ठराव कीधो हतो पण सजानो ठराव अंमलमा आवतां पहेलां ते नाहासी गयो एवुं साबित थयो तो माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे, गुन्हानी साबित थयानो तथा सजानो ठराव थयानो पुरावो मळ्या पछी तोहोमत वाळां माणसने पकडवानुं वारंट आपनुं तथा वळी बिजा पुरावा वगर ते माणसने सदहू प्रमाणे पकडीने केदमा घालवो. पण गुन्हानी साबितानो अथवा सजानो ठराव फेरव्यो छे अथवा रद्द थयो छे एवो पुरावो ते माणस करे तो (तेने पकडीने केदमा घालवो नही.)

११. ईस्ट इंडिया कंपनी सरकारना ताबाबाहारना मुलकमा गुन्हो कीधानुं केहेता होय ते गुन्हाबाबत आ आवंट उपरथी हरकोई केदीने जे माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी रुबरू लेई जाय तेनी नजरमा आवे के सदहू मुलकनी पासेना जिल्हाना अथवा तालुकाना माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे ते मुकरदमानी चोकसी कीधा तो ठीक पडशे एवुं विशेष कारण छे त्यारे तेणे ते मुकरदमाबाबत तथा ते विशेष कारणबाबत सरकारने ताबडतोब लखी मोकलनुं; पछी सरकारे ते माजिस्ट्रेटने अथवा जस्टिस आफ् धी पीसने ते मुकरदमानी तजवीज पोतानी जाते करवानो हुकम करवो अथवा पोते बिजा कोई तालुकाना माजिस्ट्रेटने अथवा जस्टिस आफ् धी पीसने नेमे तेनी पासे चोकसी थवासारू मुकरदमो मोकलवानो हुकम करवो अने मुकरदमो मोकलवानो हुकम थयो होय तो केदीने मोकली देवो, अथवा जमीन लेवा जेवो गुन्हो होय तो उपर छेवट लखेला माजिस्ट्रेटनी अथवा जस्टिस आफ् धी पीसनी रुबरू हाजर थवासारू ते केदीए जमीन आपवो, पछी जे वारंट उपरथी केदी ने पकड्यो होय ते वारंट तेज माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे आयुं होत तो ते ते मुकरदमानी जेवी तजवीज करत तेवी तजवीज करवानो अधिकार तेने छे एवुं समजवुं. अने तेनी पासे सर्व जुबानी तथा दस्तावेज मोकलवा अने सरकारना हुकम उपरथी जे माणसो चाले ते सर्वनी उपरना, ते प्रमाणे चालवाबाबतना, दोषनुं निवारण करवासारू ते हुकम मजबूत आधार छे एवुं समजवुं.

१२. जे सरकारे आ आक्टनी १ ली कलमप्रमाणे हुकम आप्यो होय ते सरकारमा जुबानीनी अथवा दस्तावेजनी नकलो आवी होय अने जे मुलकमा गुन्हो थयानुं केहेता होय त्यांहांना इनसाफ करनारा योग्य अधिकारीनी सबरू आपली जुबानीनी अथवा रजु करेला जस्तावेजनी ते खरी नकलो छे एवो सरकारनी खातरीनी दाखलो आव्यो होय तो तोहोमत वाळां मांगस उपर गुन्हांनी साबितो माटे ते नकलो पुरावासारू लेकी एवो हुकम करवाने सरकारने योग्य देखाय तो सरकारे ते प्रमाणे हुकम करवो अने पुरावासारू ते नकलो लेवाबाबत सरकारने ते हुकम मजबूत आधार छे एवुं समजवुं.

१३. ईस्ट इंडिया कंपनी सरकारना तावामाहेना मुलक बाहार गुन्हो कयाबाबत तोहोमतवाळां मांगसने उपर कन्या प्रमाणे केदमां राख्यापछी अथवा तेनो जामीन लीधापछी माजिस्ट्रेटे अथवा जस्टिस आफ् धी पीसे पोतानी करेली तजवीजनी रपोट पोतानी सरकारने ताबडतोब करवो तथा ते मुकरदमा बाबत जरूर तथा योग्य देखाय तेवो अभिप्राय लखी मोकलवो, अने पोतानी सबरू जे जुबानीओ तथा दखोवजो काममां आंग्या होय ते सर्वनी नकल पण सदहू रपोट साथे मोकलवी.

१४. सदहू रपोट पोंहोंच्यापछी ते मुकरदमो सरकारे तपास्याबाद सरकारे पोताना सेक्रेटारिनी सहीनो लखेलो हुकम आपिने तोहोमतवाळां मांगसने छोडवासारू अथवा याग्य देखाय ते कोरटमां अथवा जगाए तथा योग्य देखाय ते वखते हाजर थवानो तेनो पासेथी जामीन लेवाबाबत अथवा जे सरकारे अथवा अंमलदारे (तोहोमतवाळां मांगस) माग्युं होय तेणे जे मांगसने तोहोमतवाळां मांगस पोताने स्वाधीन लेवानो हुकम कीथो होय ते मांगसने स्वाधीन ते तोहोमतवाळां मांगसने करवा बाबत फरमाववुं. सन १८४९ नो १ लो आक्ट जे मुकरदमामां लागु होय ते मुकरदमामां तोहोमतवाळां मांगसनी चोक्सी ते आक्ट प्रमाणे करवा बाबत सरकारे हुकम करवो.

१५. तोहोमतवाळां मांगसने स्वाधीन करवानो हुकम थयो होय तो ते ज्यांहांसुधी ईस्ट इंडिया कंपनी सरकारना तावामाहेना मुलकना हरकोई भागमां होय त्यांहांसुधी जे मांगसने स्वाधीन तेने करवाबाबत हुकम थयो होय ते मांगसे तेने पोतानी रखवालीमां राखवो अथवा पोताने स्वाधीन लेवो एवी तेने जरूर नथी. एक तालुकानां थाणांमांथी त्रिजा तालुकानां थाणांमां केदी मोकले छे तेज रीते तोहोमतवाळां मांगसने सदहू देशमांथी जे देशमां गुन्हो थयानुं केहेता होय ते देशमां संभाळीने लेईं जवो. अने ईस्ट इंडिया कंपनी सरकारना तावामाहेना देशनी सरहद उपर तेने लेईं गयापछी ते मांगस जे सरकारे माग्युं होय ते सरकारे स्वाधीन लेवाबाबत जेने हुकम कीथो होय तेने स्वाधीन ते मांगस करवुं. केदी स्वाधीन लेवानो जे मांगसने हुकम कीथो होय ते मांगस तेने स्वाधीन लेवाने हाजर नहीं थाय तो केदीने नजदिकना माजिस्ट्रेटनीपासे लेईं जवो. पछी ते माजिस्ट्रेटे तेने केदमांथी छोडी देवानो हुकम करवो; अने जे जगाए तेने पकड्यो होय त्यांहां अथवा ते जगा नजदिक ज्यांहां ते जवाने चाहतो होय त्यांहां जवासारू तेनी आवरू प्रमाणे जेवी मदत करवानी जरूर देखाय तेवी तेने माजिस्ट्रेटे मदत करवी.

छे के आ आक्ट अंमलमां लाववासारू जे गिम आ आक्टना ठराव प्रमाणे काम चलावतो होय तेने एवो अधिकार सही तथा शिकानुं अथवा पोताना हुद्दानो शिको होय तो ते शिकानुं जरूर होय ते प्रमाणे बरंटेन्स्युं लुबुवासारू पोतानी आपवी. जे गुन्हांनुं तोहोमत आव्युं होय ते गुन्हो पोतानी हकुमत माहेना जिल्हामां अथवा तालुकामां थयो होत तो ते बाबत जे अधिकार पोताने होत तेज अधिकार आ आक्ट प्रमाणे काम चलावनारा सर्व माजिस्ट्रेटने तथा अंमलदारने छे एवुं समजवुं तथा तेओए ते प्रमाणे ते अधिकार चलाववो अने जे मुकरदमामां तोहोमतवाळां मांगसनी जामीन लीथो होय ते मुकरदमामां सरकारने मुकम अंमलमां लाववासारू जे पद्धती प्रमाणे जामीनखत लखावी लेवानी जरूर होय ते पद्धती प्रमाणे ते जामीनखत फरीथी नुं लखावी लेवानो ते माजिस्ट्रेटे हुकम करवो. ते प्रमाणे ते नुं जामीनखत लखी न आपो तो सदहू हुकम अंमलमां लाववासारू जरूर देखाय तेदली मुद्दत सुधी तोहोमतवाळां मांगसने माजिस्ट्रेटे केदमां राखवो.

१७. ईस्ट इंडिया कंपनी सरकारना तावामाहेना मुलकना कोई भागमां गुन्हो कयाबाबत पकडेलुं मांगस केदमांथी नाहासी ग्युं होय तेने जे प्रमाणे फरीथी पकडे छे तेजप्रमाणे आ आक्ट उपरथी पकडेलुं मांगस केदमांथी नाहासी जाय तो सदहू मुलकना जे भागमां ते जडे त्यांहां तेने फरीथी पकडवो.

१८. राणीनां राज्यनो भाग ईस्ट इंडिया कंपनी सरकारना तावामां न होय ते भागमां अघोर गुन्हो किधांनुं केहेता होय ते गुन्हाबाबत कोई मांगसने पकडवासारू अथवा ते भागमाहेना योग्य अधिकारीनी कोरटे कोई मांगसउपर अघोर गुन्हो किधांनी साबितानी ठराव किथो होय ते मांगसने पकडवासारू ते भागमांथी बरंटे आप्युं होय ते बरंटे ईस्ट इंडिया

કંપની સરકારના તાબામાંહેના મુલકના કોઈ માજિસ્ટ્રેટની પાસે અથવા જસ્ટિસ આફ ધી પીસની પાસે રજૂ કીધું અને તે ઉપર સહી કરનારા અંમલદારની સહી સ્વીકૃત છે અને તે અંમલદારને તે વારંટ આપવાનો અધિકાર છે એવો પુરાવો થયો એટલે વહી કોઈ વિજા પુરાવાની તથા સરકારના હુકમના દરકાર રાખ્યાવગર તે માજિસ્ટ્રેટ અથવા જસ્ટિસ આફ ધી પીસે તોહોમતવાઝાં માંગસને પકડવાસારૂ પોતાનું વારંટ આપવું અને તેને પકડ્યાપછી સદહૂ પ્રમાણે તેને કેદમાં રાખવાની અથવા તેનો જમીન લેવાની અને ઉપર કહ્યાપ્રમાણે વિજું કોઈ કરવાની જરૂર હોય તે કરવાની તજવીજ કરવી; પણ સરકારના હુકમવગર તોહોમતવાઝાં માંગસને ઉપર કહ્યાપ્રમાણે (વિજા કોર્ટને) સ્વાધીન કરવો નહીં. આ આક્ટ પ્રમાણે સરકારે હુકમ કીધા ઉપરથી કામ ચાલ્યું હોય ત્યારે સરકારને જે અધિકાર હોય છે તેજ અધિકાર એવા મુકરદમામાં તે સરકારને છે એવું સમજવું.

૧૯. આ આક્ટની ૨૧ મા કલમમાં કહેલા અગર ગુન્હામાંથી હરકોઈ ગુન્હો હિંદુસ્થાનમાંહેના અંગ્રેજી મુલકવાહાર કન્યાનું તોહોમત જે માંગસઉપર આવ્યું હોય તે માંગસને હિંદુસ્થાનમાંહેના અંગ્રેજી મુલકમાં લાગલોજ પકડવો એ વાત ઇનસાફની મતલબ પુરી થવાસારૂ જરૂરની છે એવું હિંદુસ્થાનમાંહેના અંગ્રેજી મુલકના જે ભાગમાં તોહોમતવાઝો માંગસ નડે તે ભાગના માજિસ્ટ્રેટની અથવા જસ્ટિસ આફ ધી પીસની નજરમાં આવે તો તોહોમતવાઝો માંગસ જે ઠેકાણે જડે ત્યાંહાંજ ગુન્હો કન્યાનું તોહોમત તેનીઉપર આવ્યું હોત તો તેને પકડવે અથવા તે વાબત તજવીજ થતે તેજ પ્રમાણે તોહોમતવાઝાં માંગસને સરકારી હુકમવગર પકડવો અથવા તેવાબત તજવીજ કરવી. અને પકડ્યાપછી ઉપર કહ્યાપ્રમાણે તેને કેદમાં રાખવો અથવા તેનો જમીન લેવો અને ઉપર કહ્યાપ્રમાણે વિજું કોઈ કરવાની જરૂર હોય તો તે કરવું; પણ સરકારના હુકમ વગર તે તોહોમતવાઝાં માંગસને (વિજા કોર્ટને) સ્વાધીન કરવો નહીં. આ આક્ટ પ્રમાણે સરકારે હુકમ કીધા ઉપરથી કામ ચાલ્યું હોય ત્યારે સરકારને જે અધિકાર હોય છે તેજ અધિકાર એવા મુકરદમામાં તે સરકારને છે એવું સમજવું.

૨૦. આ આક્ટ ઉપરથી કેદ કરેલાં માંગસને કેદમાં રાખ્યાની તારીખથી વે ક્વાલેન્ડર મહિનામાં વિજાને સ્વાધીન કન્યા ન હોય અથવા છોડી મુક્યો ન હોય અથવા તેના ગુન્હાની ચાંકસી થવાની તજવીજ કરી ન હોય તો જે તાલુકામાં તેને કેદમાં રાખ્યો હોય તે તાલુકામાં ફોજદારી મુકરદમાનો અવલ ઇનસાફ કરવાનો અધિકાર જે મુખ્ય કોર્ટને હોય તે કોર્ટને તેણે અથવા તેના તરફથી કોઈએ અર્જી કીધા પછી તે કોર્ટે પોતાને યોગ્ય દેખાય તે પ્રમાણે તેનો જમીન લેઈને અથવા લિધાવગર તેને છોડી મુકવાનો હુકમ કરવો; પણ તેને છોડી નહીં મુકવાનું મજબૂત કારણ કોર્ટને દેખાડ્યામાં આવે તો (તેને છોડી મુકવાનો હુકમ કરવો નહીં). પણ એવું ઠરાવ્યું છે કે સદહૂ પ્રમાણે અર્જી થયાની સુચના અથવા સદહૂ પ્રમાણે હુકમ આપવાનો ઇરાદો છે એવી સુચના સરકારને અથવા સરકારના સેક્રેટારીને અથવા સરકારના સેક્રેટારીમાંથી એક જણને આપ્યાવગર સદહૂ પ્રમાણે હુકમ કરવો નહીં.

૨૧. રાંણીનાં રાજના કોઈ ભાગમાં રાજદ્રોહ કરવો; અથવા સૂન કરવું; અથવા સૂન કરવાનો યત્ન કરવો, અથવા જવરદસ્તીથી પારકી સ્ત્રીની સાથે સંભોગ કરવો, અથવા કોઈનાં શરીરને ઘણીજ ઇજા કરવી, અથવા કોઈને અપંગ કરવું, અથવા ડાંકો પાડવો, અથવા ઠગી કરવી, અથવા ધાડ પાડવી, અથવા રાત્રે ઘર પકડવે માને તેને તેના ઉપર કોઈને તેમાં પાડીને અથવા રાત્રે સ્વપ્નોધિરેન ઓગ લગાડવો, અથવા ગાંમને અથવા ઘરને અથવા સેહેરને આગ લગાડવી, અથવા સોટો દસ્તાવેજ બનાવવો, અથવા સોટો દસ્તાવેજ ચલાવવો, અથવા ચલણી શિકો સોટો પાડવો, અથવા સોટો શિકો જાંણીજોઈને ચલાવવો, અથવા સોટા સમ સ્વા, અથવા સોટો પ્રતિજ્ઞા કરવી, અથવા સોટા સમ અથવા સોટો પ્રતિજ્ઞા કરવાને શિખવવું, અથવા સરકારી કામદારે અથવા વિજાં માંગસે પોતાને સોંપેલી માલમત્તા સ્વાઈ જવી, અથવા ઉપર લખેલા ગુન્હામાંથી હર કોઈ ગુન્હો કરવામાં સામીલ થવું; એ સર્વ ગુન્હાનો સમાસ, આ આક્ટમાં જ્યાંહાં જ્યાંહાં “અગર ગુન્હો” એ શબ્દો લખ્યા છે ત્યાંહાં ત્યાંહાં તે શબ્દોમાં, થાય છે એવું સમજવું.

૨૨. રાંણીએ અથવા ઈસ્ટ ઈન્ડિયા કંપનીએ હરકોઈ પારકા રાજાસાથે અથવા સંસ્થાસાથે તહનામું કર્યું હોય અને જે ગુન્હાવાબત પારકો રાજા અથવા સંસ્થાન ગુન્હેગાર માગે તે ગુન્હેગારને સ્વાધીન કરવાની રાંણીને અથવા ઈસ્ટ ઈન્ડિયા કંપનીને સદહૂ તહનામાં ઉપરથી જરૂર હોય તે ગુન્હાનો સમાસ, અને જે સરકારની પાસે માગણું કીધું હોય તે સરકારની નજરમાં વિજો કોઈ ગુન્હો ભારે અથવા દુઃસહતર આવે અને તોહોમતવાઝાં માંગસની તે ગુન્હાવાબત ઈસ્ટ ઈન્ડિયા કંપની સરકારના તાબામાંહેના મુલકમાં સન ૧૮૪૯ ના ૧ લા આક્ટપ્રમાણે ચોક્કસી કરાતી ન હોય તે ગુન્હાનો પણ સમાસ, આ આક્ટમાં જ્યાંહાં જ્યાંહાં “અગર ગુન્હો” એ શબ્દો લખ્યા છે ત્યાંહાં ત્યાંહાં તે શબ્દોમાં, થાય છે એવું સમજવું.

૨૩. આ આક્ટમાં હરકોઈ મુકરદમાવાબત સ્પષ્ટ નિયમ ઠરાવ્યા ન હોય તે મુકરદમામાં અથવા આ આક્ટમાં ઠરાવેલી રીતોસિવાય વિજી રીતે કોઈ માંગસ ઉપર પારકા રાજાના અથવા સંસ્થાનના કામદારપ્રમાણે કામ ચલાવવાનું હોય તે માંગસ

सदहूँ तहनांमां उपरथी पारका राजाने अथवा संस्थानने स्वाधीन करवानी रांगीने अथवा ईस्ट इंडिआ कंपनीने जरूर होय तो ईस्ट इंडिआ कंपनी सरकारना ताबामाहिना मुलकना जे भागमां सदहूँ मांगस जडे ते भागनी सरकारने एवो अधिकार छे के सदहूँ पारका राजानी अथवा संस्थाननी तरफथी मागणुं थया पछी सदहूँ तहनांमां प्रमाणे चालवासाखू तथा ते मांगस स्वाधीन करवासाखू तथा मागवासाखू आवेलां पत्रमां लखेलां तोहोमतनी पेहेलवेहेली तजवीज करवासाखू जे काई करवानु पोताने योग्य देखाय ते करवुं. अने सरकारना सेक्रेटारीमांथी एकनी सहीनी लखेले हुकम सरकारनो होय त्यारे ते हुकम अंमलमां लाववासाखू जे जे कामो करवां पडे ते सर्व कामना दोषनुं निवारण करवासाखू ते हुकम मजबूत आधार छे एवं समजवुं.

२४. मुंबईना कायदा पुस्तक माहिना सन १८२७ ना ११ मा कायदानी ५ मी, ६ छी, अने ७ मी कलम रद्द कीधी छे.

२५. आ आक्टमां जे ठेकाणे सरकार ए शब्द लख्यो छे ते ठेकाणे वाक्यना संबंध उपरथी ते शब्दनो अर्थ जुदो थतो न होय तो ते शब्दमां इंडिआनां गवरनर जनरल इन् कौंसलनो, अथवा हिंदुस्थानमाहिना अंग्रेजी मुलकमाहिनी हरकोई प्रेसिडेन्सीमां अथवा जगामां राजकारभार चलावनारां मांगसनो अथवा मांगसोनो, समास थया छे एवं समजवुं. हिंदुस्थान माहिनी अंग्रेजी मुलक ए शब्दमां ईस्ट इंडिआ कंपनी सरकारना ताबामाहिना मुलकना हरकोई भागनो समास थाय छे एवं समजवुं. आ आक्टमां ज्याहां माजिस्ट्रेट आ शब्द लख्यो छे त्यांहां ते एवा इरादाथी लख्यो छे के ते शब्दमां जॉइंट माजिस्ट्रेटनो अथवा जे मांगसने कायदाप्रमाणे माजिस्ट्रेटनो अधिकार मळ्यो होय ते मांगसनो तथा जस्टिस आफ् दी पीसनो समास थाय. एक वचनी शब्दमां अनेक वचननो समास थाय अने पुल्लिंगी शब्दमां स्त्रीलिंगनो समास थाय एवा इरादाथी ते शब्दो लख्या छे.

(True Translation)

VENAYEK WASSODEW,
Oriental Translator to Govt.

THE



BOMBAY GOVERNMENT GAZETTE EXTRAORDINARY.

Published by Authority.

THURSDAY, 22ND MARCH 1855.

NOTIFICATION.

FORT WILLIAM, FINANCIAL DEPARTMENT,

The 12th March 1855.

The Government of India, having undertaken Public Works to a large extent during the past and present years, has resolved to open a Loan, to be called "The Public Works' Loan of 1854-55," to the extent of Two Crores and Seventy-five Lacs of Company's Rupees.

This sum will be allotted to the different Presidencies and Lieutenant-Governorships in the following proportions:—

	Rupees
Bengal	1,25,00,000
Agra and the Punjab	70,00,000
Bombay	50,00,000
Madras	30,00,000
	2,75,00,000

Subscriptions will be received from the date of this Notification by the Sub-Treasurers at Fort William, Fort St. George, and Bombay, and by the Collector of Agra.

Subscriptions will likewise, hereafter, be received at such other Treasuries as may, from time to time, be notified by the Secretaries to Government in the Financial Department, at the several Presidencies and Lieutenant-Governorships.

But it will be understood, that if the whole sum allotted to any particular Presidency or Lieutenant-Governorship shall not be subscribed within two (2) months from the date of this Notification, it shall be optional with the Government of India to direct that the balance shall be received at any other Presidency or Lieutenant-Governorship.

Subscriptions must be tendered in sums of even hundreds, of not less than 500 Company's Rupees, subject to the provisions hereinafter specified.

Interest will be paid on the subscriptions received half-yearly, at the rate of Five Company's Rupees per centum per annum; and the Government of India guarantees that no part of this Loan shall be paid off before the 31st March 1870, nor without a previous notice of three months, to be issued at any time after the 30th of December 1869.

Authorised public demands (including Audited Bills for arrears of salary and Bills of Exchange) payable from the Public Treasuries in which subscriptions may be allowed to be received, will be taken as Cash at par, on the understanding, however, that Bills of Exchange will be subject to a deduction at the rate of five per centum per annum for the period they have to run.

The several Public Officers authorised to receive subscriptions into this Loan will grant acknowledgments, in the following form, for all sums received by them respectively :—

“ I hereby acknowledge that A. B. has this day paid into the East India Company’s Treasury the sum of Company’s Rupees _____, for which he is entitled to receive a Promissory Note bearing Interest from the 31st March (or the 30th September, as the case may be), of the tenor, and subject to the conditions, of the Loan specified in the Advertisement published in the *Calcutta Gazette* of the 12th March 1855.”

The Accountant General at Fort William will, on the said acknowledgments being delivered, forthwith cause to be prepared and issued to the parties entitled thereto Promissory Notes, under the signature of the Secretary to the Government of India, in the following form :—

“ PUBLIC WORKS’ LOAN,

“ *Fort William, the 12th March 1855.*

“ Promissory Note, at five per centum, for Company’s Rupees _____ The Governor General of India in Council does hereby acknowledge to have received from A. B. the sum of Company’s Rupees _____, as a Loan to the East India Company, and does hereby promise, for and on behalf of the said Company, to repay the said Loan, by paying the said sum of Company’s Rupees _____ to the said A. B., his Executors or Administrators, or his or their order, on demand, at the General Treasury of Fort William, after the expiration of three months’ notice of payment to be given by the Governor General of India in Council in the *Calcutta Gazette*, and to pay the Interest accruing on the said sum of Company’s Rupees _____ at the rate of five per centum per annum, by half yearly payments, at the General Treasury of Fort William, to the said A. B., his Executors or Administrators, until the expiration of three months after such notice of payment as aforesaid, when the amount of Interest due will be payable with the Principal, and (such notice being considered equivalent to a tender of payment at the period appointed for the discharge of the Note) all further Interest shall cease.

“ Signed by the authority of the Governor General of India in Council,

“ *Secy. to the Govt. of India.*

“ *Accountant General’s Office,* }
Registered as No. }
of” }

The several officers authorised to receive subscriptions will, on application from the holders of acknowledgments, transmit them (free of every expense whatever) to the Accountant General at Fort William, to be exchanged for Promissory Notes, bearing Interest from the 31st March (or the 30th September, as the case may be) next ensuing after the date of subscription. The Interest accruing on the broken period of the half-year that may intervene between the date of subscription and the 31st March (or the 30th September, as the case may be) next ensuing, will be paid up at the time of granting the acknowledgment.

Proprietors of Notes or Acknowledgments, who may desire to have the Interest payable at any other Public Treasury than at the General Treasury of Calcutta, shall be entitled to re-

ceive it accordingly, provided they notify their wish to the Accountant General at Fort William, and transmit the Notes or Acknowledgments to him to have an order for the payment of Interest at the said Treasury written on the face of the Notes under the signature of the said Officer or that of his Assistant, and after such order shall, on the application of the proprietor, be inscribed on any Note, the Interest shall be payable only from the said Treasury, unless the proprietor shall present the Note with an application, for the purpose of transferring the payment elsewhere, to the Accountant General at Fort William.

The Promissory Notes of this Loan shall not be renewed, sub-divided or consolidated, except by the Accountant General at Fort William. The practice and Rules heretofore in use, in regard to the renewal, sub-division, and consolidation of Promissory Notes, will be adhered to.

Published by order of the Honorable the President of the Council of India in Council,

C. HUGH LUSHINGTON,
Secy. to the Govt. of India.

Republished by order of the Right Honorable the Governor in Council, with reference to the Notification which appeared in the "Government Gazette Extraordinary" of 13th March 1855.

H. YOUNG,

Officiating Chief Secretary to Government.

Bombay Castle, 22nd March 1855.

THE



**BOMBAY GOVERNMENT GAZETTE
EXTRAORDINARY.**

Published by Authority.

MONDAY, 26TH MARCH 1855.

NOTIFICATION.

GENERAL DEPARTMENT.

The Right Honorable the Governor in Council is pleased to publish the following Despatch, No. 7, dated 14th February 1855, from the Honorable the Court of Directors :—

PUBLIC DEPARTMENT.

No. 7.

OUR GOVERNOR IN COUNCIL AT BOMBAY.

We have appointed LIEUTENANT GENERAL SIR HENRY SOMERSET, K.C.B., Commander-in-Chief of our Forces on the Bombay Establishment, and Second Member of Council at that Presidency.

We are, &c.

(Signed) J. OLIPHANT,
 " E. MACNAGHTEN,

And other Directors.

London, 14th February 1855.

NOTIFICATION.

His Excellency LIEUTENANT GENERAL SIR HENRY SOMERSET, K.C.B., has this day taken his seat as Second Member of the Council, and Commander-in-Chief of the Forces on the Establishment of this Presidency, in pursuance of his appointment by the Honorable the Court of Directors.

By order of the Right Honorable the Governor in Council,

H. YOUNG,
Officiating Chief Secretary.

Bombay Castle, 26th March 1855.