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NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

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

Bombay Castle, 18th January 1832.

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

The Bombay Government Gazettes furnished by Government to public offices are to be lodged with the records, and are not to be removed from the office.

Published by order of the Right Hon'ble the Governor in Council,
JOHN BAX, Secy. to Govt.

NOTICE.

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

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY OF FRESH MEAT, TALLOW, &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 (Sunday 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 Thursday the 10th 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 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 tender will be received unless accompanied by a deposit, in cash, of the sum of Rupees one thousand five hundred and eight (1,508), 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 six thousand and thirty-three (6,033), 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 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. 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 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 (Sunday excepted), also at such other time or place as may be indicated by the executive Commissariat Officer, when he may consider it desirable for the public service to require such attendance.

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 Rupees thirty thousand one hundred and sixty-six (30,166).

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,
1st May 1855.

બહાર ખપર.

હીંઆથી આપવામાં આવે છે, જે તારીખ ૧૦ મી ચાલતા મહીનાની ને ગરેહને દીને બપોરના બપોર કલાક ૧ વાગે તે સુબાઈની કમીસરી આશીસમાં તાજુ ગોરા ચરખી એ વતરોગે પુર પાડવાનુ કંટરાકટ એક વરરાનુ વેચવામાં આવશે તે જે તારીખથી કમ્પલ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટરાકટ લેવા ચાહાતો હોય તેણે આમે આફીસમાં દરરોજ કલાક ૧૧ થી તે ૫ મુઘી ચરખ કરી આથી ભાવના લિસ્ટની નકલ તથા તે સિવાય જે કાંઈ ખપર જોઈશે તે આપવામાં આવશે.

સુબાઈની ડેપીટી કમીસરી જનરાલ સાહેબની આશીસ તારીખ ૧ લી મે 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 SUPPLY of COLD-DRAWN CASTOR OIL, of Country manufacture, &c. as may be required by the Commissariat Department at the Presidency, for the term of one year from the date of the acceptance of the tender, 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. Sealed Tenders for the contract will be received at this Office, on Friday the 18th 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. No tender will be received unless accompanied by a deposit, in cash, of the sum of Rupees ninety-eight (98), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his tender being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees three hundred and ninety-three (393), which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him, in failure whereof, or

if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department, without delay, at his risk and cost, if it be considered expedient to do so, and in all such cases thirty (30) per cent. upon the amount of expenses incurred, or a fine of from Rupees twenty-five (25) to fifty (50), at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract, it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in para. 3 of this Notice will be forfeited to Government.

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

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

7. Any party whose 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 one thousand nine hundred and sixty-five (1,965).

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

R. J. SHAW, Major,
Assist. Commy. General, in Charge.
Bombay, Deputy Commy. Genl's Office,
1st May 1855.

અહિર પાપર.

હિઆથી આપવામાં આવે છે, જે તારીખ ૧૮ મી ચાલતા મહીનાની ને શુક્રવારને દિને બપોરના બરોબર કલાક ૧ વાગતે મુઆઈની કમીસારી આશીરામાં ગાંમડી બનાવેલું એ કી-બું એ વતોરોગેનું કંટરાકટ એક વરસનું વેચવામાં આવશે તે જે તારીખથી કશ્વલ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટરાકટ લેવા ચાહતો હોએ તેણે આએ આશીરામાં દર રોજ કલાક ૧૧ થી તે ૫ થુરી અરજ કરેઆ થી ભાવના લીસ્ટની નકલ તથા તે શોવાએ જે કાંઈ ખબર જાહશે તે આપવામાં આવશે.

મુઆઈની ડેપીટી કમીસારી જનરલ સાહેબની આશીસ તારીખ ૧ લી મે 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 SUPPLY of BRASS AND COPPER WARE, 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 Saturday the 19th 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 one hundred and ninety-five (195), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees seven hundred and eighty-two (782), 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 any sum not exceeding Rupees twenty-five (25), 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 three thousand nine hundred and twelve (3,912).

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,
1st May 1855.

અહેરખખર.

હિઆથી આપવામાં આવે છે, જે તારીખ ૧૬ મી ચાલતા મહિનાની ને રાનીવારને દિને અપેરના બરોબર કલાક ૧ વાગે તે યુઆઈની કમીસારી હાજીરામાં પીતલ અને તાંબાના વારાણ ગામઠી બનાવેલા પુર પાડવાનું કંટરાક્ટ બે વરરાનું વેચવામાં આવશે તે જે તારીખથી કચ્છલ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટરાક્ટ લેવા ચાહાતો હોએ તેણે આએ હાજીરામાં દરરોજ કલાક ૧૧ થી તે ૫ શુધી અરર કરીઆથી ભાવના લીરરની નકલ તથા તે શીવાએ જે કાંઈ ખબર જોઈશે તે આપવામાં આવશે.

યુઆઈની દેવીઉટી કમીસારી જનરાલ સાહેબની

આજીરા તારીખ ૧ લી સને ૧૮૫૫
ધરાવી.

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Notice.

To be sold by PUBLIC AUCTION, on Monday the 14th instant, the Hull of the H. C. Receiving Ship "HASTINGS," with her Stores.

Conditions and Terms of Sale.—The Sale will not be considered final until the acceptance of the offer shall have been sanctioned by Government.

A deposit of 10 per cent. to be immediately paid down, and good security given by the purchaser for the remaining amount, which must be made good within 20 days after the day of sale, or the deposit will be forfeited, and the Ship resold, at his risk and loss.

The Ship can be inspected where she is now lying, off the Mazagon Pier Head.

A List of the Stores to be sold with the Vessel may be seen at this Office, where, also, particulars can be learnt.

G. B. KEMPTHORNE,

Captain, I. N.,

Indian Naval Storekeeper.

Indian Naval Storekeeper's Office,
Bombay, 1st May 1855.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 21st March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information:—

Act No. IX. of 1855.

An Act for the Amendment of Procedure in Cases of regular Appeal to the Sudder Court in the Presidency of Fort St. George.

Whereas it is desirable to simplify and shorten the procedure in regular appeals to the Court of Sudder Adawlut in the Presidency of Fort St. George; It is enacted as follows:—

I. Clause 1st.—In modification of Clause 5th, Section X. Regulation V. of 1802, every petition of regular appeal in a case appealable to the Sudder Court shall be presented to the Court in which the decision was passed within six weeks from the day of the decision. Such petitions of appeal shall, except in cases of petitions under Section XII. of this Act, contain only notice that the party, being dissatisfied with the decision, is desirous of appealing from it.

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

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

Service of notice, &c.

Notice to be given to respondent, and proclamation to issue.

III. Clause 1st.—The rule in Section XI. Regulation V. of 1802, which directs copies of all original papers transmitted to the Sudder Court with the record of an appealed case to be made out and deposited in the lower Court in lieu of the originals, is hereby modified, and it shall be necessary to copy, authenticate, and deposit only the exhibits in the case, and also any other papers of importance, including the pleadings, or any parts of them, which either of the parties shall require to be copied, authenti-

cated, and deposited in the lower Court, previously to their being transmitted to the Sudder Court.

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

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

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

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

VI. Clause 1st.—On the filing of the grounds of objection by the appellant, notice shall be affixed in the Court-house of the Sudder Court, requiring the respondent to file his grounds of objection, if any, to the appeal, or to the decision of the lower Court, within four weeks from the date of such notice.

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

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

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

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

Clause 2nd.—If the respondent file a separate petition of appeal in the Sudder Court, notice shall be fixed up in the Court House of

Notice of separate petition of appeal to be given.

the Sudder Court, to the effect that the respondent has filed such separate appeal; and the notice shall require the appellant to file any grounds of objection which he may have thereto, within the space of four weeks from the date of the notice.

Clause 3rd.—Within such space of four weeks, the appellant may file any grounds of objection which he has to such appeal, or which

When appellant to file objections.

relate to that part of the decision which is involved in the respondent's appeal.

Record when to be deemed complete.

At the expiration of the time allowed for filing such grounds of objection by the appellant, the record shall be deemed complete, and the case ready to be called up for decision on any day which the Sudder Court shall notify for that purpose.

Clause 4th.—If the appeal of either party be dismissed, or withdrawn, the appeal of the other may be

Hearing of appeals.

heard alone; otherwise the two appeals, and the proceedings thereon, shall form one record, unless the Sudder Court shall otherwise order.

VIII. The respondent shall not be allowed to present

In what case respondent not to present a separate petition of appeal.

a separate petition of appeal in the Sudder Court if he shall previously have presented a petition of appeal to the lower Court.

IX. **Clause 1st.**—All

Objections to be distinctly stated, and to be numbered.

grounds of objection, which shall be filed by either the appellant or the respondent, shall be stated distinctly and

concisely, without any argument or narrative of facts; and shall be numbered consecutively, and, except in the cases hereinafter mentioned,

Also to be written on stamped paper.—Exception.

shall be on paper bearing the stamp duty prescribed by Section XIX. Regulation XIII. of 1816.

Clause 2nd.—The Sudder Court may extend the time

Sudder Court may extend the time for filing objections.

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

X. Either party may, by leave of the Sudder Court,

By leave of the Sudder Court, grounds of objection may be amended or added. The parties, but not the Court, to be confined to the objections filed.

or any Judge thereof, at any time before the hearing, amend his grounds of objection, or add grounds of objection to those filed, upon such terms and conditions,

and within such time as the said Court or Judge may order. The said Court may also, upon the hearing of any appeal, allow either party to amend his grounds of objection, or to add further grounds, or to urge and be heard, by himself or his pleader, in support of any objection not included in his grounds of objection, upon such terms and conditions as to postponement of the cause, and as to the payment of costs or otherwise, as the Court shall think just, to prevent the opposite party or his pleader from being taken by surprise, or otherwise. Without such leave of the Court, neither party shall be allowed to urge or to be heard in support of any objection not included in his grounds of objection filed. But the Court shall not be confined to such grounds of objection in deciding the cause.

XI. **Clause 1st.**—The Sudder Court may call up for

Sudder Court may fix a day to hear and determine objections to the appeal before hearing the appeal.

hearing and decision on any day the Court shall notify, and without regard to the place in which the case

stands in the general list of appeals, any grounds of objection filed by the respondent, or the appellant, to the appeal of the opposite party; and the Sudder Court may hear and decide upon such grounds of objection, before calling the case up for decision upon the grounds of objection to the decision of the lower Court.

Clause 2nd.—If the grounds of objection filed by

Appeal involving objections of law only may be heard and decided at any fixed time, without regard to its place in the list of appeals.

the appellant and respondent shall be upon points of law only, and shall not raise any question of fact, the Sudder

Court may order the case to be called up for hearing and decision on any day which the said Court shall notify, without regard to the place in which it stands in the general list of appeals pending in the said Court.

Clause 3rd.—If the grounds of objection filed shall

Appeal involving objections of law and fact how to be heard.

raise questions of law and fact, and it shall appear to the Sudder Court that the decision of the law may render

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

XII. If any party to a regular suit be desirous of

Appeal in *formá pauperis*.

being admitted to appeal in

formá pauperis to the Sudder Court, the following procedure shall be adopted:—

Clause 1st.—The appellant shall present his petition

Petition when to be presented.

to the lower Court according to the rules prescribed by Section I. of this Act; provided that a petition to ap-

peal in *formá pauperis* against any decision passed before this Act shall come into operation may be presented within three months from the day of the decision.

Clause 2nd.—Petitions of appeal by parties desirous

Form of petition.

to appeal in *formá pauperis*

shall contain a statement to that effect, and also a Schedule of the whole real and personal property belonging to the petitioner, and the estimated value of such property, and shall be written on paper bearing the stamp duty of two rupees per sheet.

Clause 3rd.—Upon the presentation of such petition,

Notice thereof and Proclamation.

the notice to the respondent and the proclamation shall state that the appellant desires to appeal in *formá pauperis*.

Clause 4th.—On arrival of the appeal record at the

Procedure on such appeal.

Sudder Court, the same pro-

When Sudder Court is to determine whether appeal shall be in *formá pauperis*.

cedure shall be adopted in that Court as in other cases

of regular appeal, except that, after the filing of the grounds of objection by the appellant, and before notice shall be given requiring the respondent to file his grounds of objection, the Sudder Court shall determine, according to the rules now applicable to the determination of such cases, whether or not the appellant shall be allowed to appeal in *formá pauperis*.

Clause 5th.—If the Sudder Court allow the peti-

Notice to respondent to file objections to pauper appeals.

tioner to appeal in *formá pauperis*, notice shall be given

to the respondent to file his grounds of objection in the manner provided by Section VI. of this Act, and the same procedure shall be adopted subsequently thereto as in other cases of regular appeal under this Act. The rules and conditions

Rules of Sudder as to pauper appeals to continue in force, except where inconsistent with this Act.

now applicable to persons admitted by the Sudder Court to appeal in *formá pauperis* shall continue in force, except where the same are inconsistent with any of the provisions of this Act.

Clause 6th.—If the Sudder Court refuse to allow the petitioner to appeal in *formá pauperis*, the said Court may make an order to the effect that the appellant, upon filing a petition of appeal in that Court upon paper bearing the stamp duty prescribed by Section XIII. and Clause 2, Section XXIII. Regulation XIII. of 1816, and upon re-filing his grounds of objection on paper bearing the stamp duty prescribed by Section XIX. and Clause 2, Section XXIII. of the same Regulation, may proceed with the appeal according to the rules prescribed by this Act in the case of persons not appealing as paupers.

Clause 7th.—Upon such order being made, the appellant shall file his petition, and re-file his objections upon paper stamped with the stamp duty required by Clause 6th of this Section, within two weeks from the date of such order, or within such further time as the said Court may allow for that purpose; otherwise the appeal shall stand dismissed.

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

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

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

XIV. The provisions of this Act shall not apply to regular appeals preferred before the 1st day of May 1855.

Act not to be retrospective.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 21st March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information:—

Act No. X. of 1855.

An Act to amend the Law relating to the Attendance and Examination of Witnesses in the Civil Courts of the East India Company in the Presidencies of Fort St. George and Bombay, and to amend the Provisions of Section XL. Act XIX. of 1853.

Whereas it is expedient to amend the Law relating to the attendance and examination of witnesses in the Civil Courts of the East India Company in the Presidencies of Fort St. George and Bombay, and to amend the provisions of Section XL. Act XIX. of 1853; It is enacted as follows:—

I. Section XXII. Regulation VII. of 1809 and Section VIII. Regulation XII. of 1809 of the Madras Code, and Section XL. Act XIX. of 1853, are hereby repealed.

II. If any party to a suit shall require the attendance of any other party thereto as a witness to be enforced, he shall, by himself or his pleader, make a special application to the Court for an order for a summons to compel the attendance of the party, and shall show, to the satisfaction of the Court, sufficient grounds in support of such application: otherwise a summons shall not be issued. In cases in which, according to the practice of the Court, a day is fixed for the trial, the application shall be made before such day shall be fixed.

III. The Court, upon the application of the pleader of any party to a suit whose attendance as witness is required, or without such application if the Court think fit so to do, may, before making such order, cause notice to be given to the party or his pleader, fixing a day for such party to show cause why he should not attend and give evidence, and may also, from time to time, if necessary, for good and sufficient cause, enlarge the time for such purpose.

IV. Clause 1.—In support of the cause shown, the Court shall receive a declaration in writing of the party, if signed by him, and delivered into the Court by himself or his pleader.

Clause 2.—If the party making such declaration shall wilfully and corruptly make any false statement therein, he shall be deemed guilty of perjury, and shall be proceeded against, and upon conviction punished accordingly.

V. The Court need not compel the attendance of any party to a suit for the purpose of giving evidence therein, if such party shall satisfy the Court that he has no personal knowledge of any material subject of enquiry in the suit, and that he cannot give material evidence therein.

VI. If no sufficient cause be shown on the day fixed, or upon any subsequent day to which the Court shall enlarge the time for that purpose, the Court shall cause a summons to be issued for compelling the party to attend and give evidence.

VII. No party to a suit, appeal, or proceeding, who shall offer himself as a witness therein, shall, without the consent of all parties thereto, be examined otherwise than in open Court, in such manner as the Court may direct, having regard to the usages and customs of the country, unless such examination shall be taken under, and subject to the Rules prescribed by Section XII. or XIV. of this Act.

VIII. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

IX. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

X. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XI. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XII. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XIII. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XIV. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XV. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XVI. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XVII. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XVIII. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XIX. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XX. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XXI. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

XXII. If any witness, being a party to a suit to whom any summons to give evidence or produce a document shall have been personally delivered, shall without lawful excuse fail to comply with such summons, or, attending or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, the Court, instead of proceeding in the manner provided by the laws in force in the Presidency in respect of defaulting

witnesses, may, if the witness be a plaintiff, appellant, or petitioner, dismiss the complaint, appeal, or petition, with costs against such party, or if such party be a defendant or respondent, may hear and decide the case against such defendant or respondent *ex parte*. If any such complaint, appeal, or petition shall be dismissed for such cause, the complainant or petitioner shall be debarred from preferring any other petition, appeal, or complaint in respect of the same matter.

IX. A witness not a party to the suit or proceeding

In what case a witness not being a party to the suit in which he is summoned is bound to produce his title-deeds, shall not be bound to produce his own title-deeds, unless he shall have agreed in writing with the party requiring the production thereof, or with some person through whom he claims to produce such deeds.

X. Any person, whether a party to the suit or not, to whom a summons to attend and give evidence or produce a document shall be personally delivered, and who shall without lawful excuse neglect or refuse to obey such summons, or who shall be proved to have absconded or kept out of the way to avoid being served with such summons, and any person who, being in Court, and upon being required by the Court to give evidence or produce a document in his possession, shall without lawful excuse refuse to give evidence or sign his deposition or to produce a document in his possession, shall, in addition to any proceedings to which he would otherwise be subject, be liable to the party at whose request the summons shall have been issued, or at whose instance he shall be required to give evidence or produce the document, for all damages which he may sustain in consequence of such neglect or refusal, or of such absconding or keeping out of the way as aforesaid, to be recovered in a civil action.

Person not obeying summons, &c. liable for damages in a civil action.

shall without lawful excuse neglect or refuse to obey such summons, or who shall be proved to have absconded or kept out of the way to avoid being served with such summons, and any person who, being in Court, and upon being required by the Court to give evidence or produce a document in his possession, shall without lawful excuse refuse to give evidence or sign his deposition or to produce a document in his possession, shall, in addition to any proceedings to which he would otherwise be subject, be liable to the party at whose request the summons shall have been issued, or at whose instance he shall be required to give evidence or produce the document, for all damages which he may sustain in consequence of such neglect or refusal, or of such absconding or keeping out of the way as aforesaid, to be recovered in a civil action.

XI. It shall not be necessary to postpone the hearing or decision of a case for the non-production of a document, or for the evidence of a witness who may neglect or refuse to attend, or who shall abscond or keep out of the way, or who cannot be served with a summons, beyond such period as shall appear proper to the Court, having regard to all the circumstances of the case; provided that, when a summons shall have been issued for the attendance of a plaintiff or appellant in a suit to give evidence or produce a document, the Court shall, at the request of the defendant or respondent, unless there be good reason to the contrary, postpone the hearing or decision until the plaintiff or appellant can be personally summoned, or shall attend and give evidence or produce the document required; and that, where a summons shall have been issued for the attendance of a defendant or respondent to give evidence or produce a document, the hearing or decision shall, upon the application of the plaintiff or appellant, be postponed in like manner, unless there be good reason to the contrary, until the defendant or respondent can be personally summoned, or shall attend and give evidence, or produce the document required.

Postponing case on account of non-attendance of witness, &c.

lect or refuse to attend, or who shall abscond or keep out of the way, or who cannot be served with a summons, beyond such period as shall appear proper to the Court, having regard to all the circumstances of the case; provided that, when a summons shall have been issued for the attendance of a plaintiff or appellant in a suit to give evidence or produce a document, the Court shall, at the request of the defendant or respondent, unless there be good reason to the contrary, postpone the hearing or decision until the plaintiff or appellant can be personally summoned, or shall attend and give evidence or produce the document required; and that, where a summons shall have been issued for the attendance of a defendant or respondent to give evidence or produce a document, the hearing or decision shall, upon the application of the plaintiff or appellant, be postponed in like manner, unless there be good reason to the contrary, until the defendant or respondent can be personally summoned, or shall attend and give evidence, or produce the document required.

Proviso.

issued for the attendance of a plaintiff or appellant in a suit to give evidence or produce a document, the Court shall, at the request of the defendant or respondent, unless there be good reason to the contrary, postpone the hearing or decision until the plaintiff or appellant can be personally summoned, or shall attend and give evidence or produce the document required; and that, where a summons shall have been issued for the attendance of a defendant or respondent to give evidence or produce a document, the hearing or decision shall, upon the application of the plaintiff or appellant, be postponed in like manner, unless there be good reason to the contrary, until the defendant or respondent can be personally summoned, or shall attend and give evidence, or produce the document required.

XII. In every regular or summary suit, appeal, or proceeding in any of the Civil Courts of the East India Company, and also in every summary suit or other proceeding of a civil nature before any Court, officer, or other person having by law or consent of parties authority to examine witnesses, the evidence of the attending witnesses shall be taken orally in open Court, in the presence and hearing, and under the personal direction and superintendence of the Judge. The evidence of each witness given upon such examination shall be taken down in writing, by or in the presence and under the superintendence of the Judge, not ordinarily by question and answer, but in

Oral evidence how to be taken.

Oral evidence how to be taken, proceeding in any of the Civil Courts of the East India Company, and also in every summary suit or other proceeding of a civil nature before any Court, officer, or other person having by law or consent of parties authority to examine witnesses, the evidence of the attending witnesses shall be taken orally in open Court, in the presence and hearing, and under the personal direction and superintendence of the Judge. The evidence of each witness given upon such examination shall be taken down in writing, by or in the presence and under the superintendence of the Judge, not ordinarily by question and answer, but in

the form of a narrative, and when completed shall be read over to the witness, and signed by him in the presence of the Judge and of the parties to the suit or their vakeels, or such of them as may think fit to attend. In case the witness shall refuse to sign the deposition, the Judge shall sign the same, and record the reason, if any, given by the witness for such refusal, together with such remarks thereon as the Judge shall think fit to make. It shall be in the discretion of the Judge to take down, or cause to be taken down, any particular question and answer, if there shall appear any special reason for doing so, or any party or his vakeel shall require it. If any question put to a witness be objected to by either of the parties or their vakeels, and the Court shall allow the same to be put, the question and answer shall be taken down, and the objection, and the name of the party making it shall be noticed in taking down the depositions, together with the decision of the Court upon the objection. The Judge shall also record such remarks as he may think material respecting the demeanor of any witness whilst under examination. Provided that it shall not be necessary to take in writing the evidence of witnesses in cases tried by District Moonsiffs in the said Presidency of Fort St. George when the claim shall not exceed 20 rupees, or in cases tried by Village Moonsiffs in the same Presidency.

Proviso.

shall not be necessary to take in writing the evidence of witnesses in cases tried by District Moonsiffs in the said Presidency of Fort St. George when the claim shall not exceed 20 rupees, or in cases tried by Village Moonsiffs in the same Presidency.

XIII. In cases where the evidence is needed of females, who, according to the custom of the country, ought not to be compelled to appear as witnesses in a Court of Justice, and in which the Court shall be of opinion that the ends of justice require and justify it, such Court may issue a commission to any officer of the Court or other person, to be named in such commission, for the examination of such females in the hearing of the parties to the suit or their vakeels, in such manner as the Court may direct, having regard to the custom and usage of the country, and with liberty to the parties or their vakeels to cross-examine, anything in Section V. Act VII. of 1841 to the contrary notwithstanding.

Evidence of Purdah Nushween women.

appear as witnesses in a Court of Justice, and in which the Court shall be of opinion that the ends of justice require and justify it, such Court may issue a commission to any officer of the Court or other person, to be named in such commission, for the examination of such females in the hearing of the parties to the suit or their vakeels, in such manner as the Court may direct, having regard to the custom and usage of the country, and with liberty to the parties or their vakeels to cross-examine, anything in Section V. Act VII. of 1841 to the contrary notwithstanding.

XIV. Any party to a suit, appeal, or proceeding, who may be examined as a witness therein, shall be examined according to the rules for the time being in force as to the examination of witnesses not being parties to the suit, and shall be punishable for any false evidence given by him, in the same manner as if he were not a party.

By what rules a party to a suit is to be examined, and how punishable for false evidence.

for the time being in force as to the examination of witnesses not being parties to the suit, and shall be punishable for any false evidence given by him, in the same manner as if he were not a party.

XV. The words "witness" and "witnesses" in

Interpretation of word "witness" in Act VII. of 1841.

Act VII. of 1841 shall respectively include any party or parties to a suit, and the said Act shall be read as if the words "or party" "or parties" had been used in such Act, in conjunction with the words "witness" or "witnesses" respectively.

Proviso.

Provided that the deposition of a party taken under the provisions of this Section, at the instance of any opposite party, may be read in evidence by, or on behalf of such last mentioned party, without the proof required by Section V. of the said Act. Provided also that no deposition of any party taken under the provisions of this Section shall be read or used in evidence unless taken and read at the instance of some opposite party, or unless it shall be proved that the deponent is unable, from sickness or infirmity, to attend to be personally examined, or is, without collusion or any reference to the suit, at so great a distance from the Court, that, in the judgment of the Court, it would be unreasonable to require his personal attendance in Court for the purpose of giving such evidence, in which last-mentioned case it shall be discretionary with the Court, having regard to the nature of the case and of the evidence given, either to allow or to refuse such deposition to be read.

XVI. No appeal shall lie from any order or decision of a Judge with respect to summoning or examining any party to a suit, or as to allowing a deposition to be read under the Section next preceding.

XVII. If any party to a suit in any Civil Court of the East India Company in either of the said Presidencies or in the Presidency of Fort William in Bengal shall, in any plaint, answer, or other pleading, refer to any document in his possession or power, not being a shop book or book of account, as a material proof or document in support of his claim or defence, he shall file such document with such plaint, answer, or other pleading, and no such plaint, answer, or other pleading shall be received without such document, unless, upon good and sufficient cause shown, the Court shall excuse its non-production or enlarge the time for producing it; and any adverse party shall be entitled, by himself or his vakeel, to inspect and take a copy of the document.

XVIII. In the construction of this Act, unless where it is otherwise expressly provided, or there is something in the subject or context repugnant to such construction, or which would render such construction inapplicable to the case, the word "Court" shall mean any Civil Court of the East India Company, and the word "Judge" shall include any officer or person having, by law or consent of parties, authority to examine witnesses and to act judicially; the word "suit" shall be deemed to mean and include any suit, appeal, or proceeding; the word "witness" shall include all persons competent and liable to give evidence, whether parties to any suit or proceeding, or not. Words importing the masculine gender or singular number shall include the feminine gender or plural number, and *vice versa*.

XIX. This Act shall come into operation on the 1st day of May 1855.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 27th of March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information:—

ACT No. XI. OF 1855.

An Act relating to Mesne Profits and to Improvements made by Holders under Defective Titles in Cases to which the English Law is applicable.

Whereas it is expedient, in cases to which the English Law is applicable, to limit the liability for mesne profits, and to secure to *bonâ fide* holders under defective titles the value of improvements made by them; It is enacted as follows:—

I. No person shall be chargeable with any rents or profits, of any immoveable property which he has *bonâ fide* paid over to any person of whom he *bonâ fide* held the same, notwithstanding it may afterwards appear that the person to whom such payment was made had no right to receive such rents or profits.

II. If any person shall erect any building or make an improvement upon any lands held by him *bonâ fide* in the belief that he had an estate in fee simple, or other

absolute estate, and such person, his heirs or assigns, or his or their under-tenants, be evicted from such lands by any person having a better title, the person who erected the building or made the improvement, his heirs or assigns, shall be entitled either to have the value of the building or improvement so erected or made during such holding and in such belief, estimated and paid or secured to him or them, or, at the option of the person causing the eviction, to purchase the interest of such person in the lands at the value thereof irrespective of the value of such building or improvement. Provided that the amount to be paid or secured in respect of such building or improvement shall be the estimated value of the same at the time of such eviction.

III. Nothing in this Act contained shall extend to any case to which the English Law is not applicable.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 27th March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information:—

ACT No. XII. OF 1855.

An Act to enable Executors, Administrators, or Representatives to Sue and be Sued for certain Wrongs.

Whereas it is expedient to enable Executors, Administrators, or Representatives in certain cases to sue and be sued in respect of certain wrongs which, according to the present law, do not survive to or against such Executors, Administrators, or Representatives; It is enacted as follows:—

I. An action may be maintained by the Executors, Administrators, or Representatives of any person deceased, for any wrong committed in the life-time of such person, which has occasioned pecuniary loss to his estate, for which wrong an action might have been maintained by such person, so as such wrong shall have been committed within one year before his death, and provided such action shall be brought within one year after the death of such person; and the damages, when recovered, shall be part of the personal estate of such person; and further, an action may be maintained against the Executors or Administrators or Heirs or Representatives of any person deceased for any wrong committed by him in his life-time for which he would have been subject to an action, so as such wrong shall have been committed within one year before such person's death, and so as such action shall be commenced within two years after the committing of the wrong; and the damages to be recovered in such action shall, if recovered against an Executor or Administrator, bound to administer according to the English Law, be payable in like order of administration as the simple contract debts of such person.

II. No action commenced under the provisions of this Act shall abate by reason of the death of either party, but the same may be continued by or against the Executors, Administrators, or Representatives of the party deceased. Provided that, in any case in which any such action shall be continued against the Executors, Administrators, or Representatives of a deceased party, such Executors, Administrators, or Representatives may set up a want of assets

as a defence to the action, either wholly or in part, in the same manner as if the action had been originally commenced against them.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 27th of March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information :—

ACT No. XIII. of 1855.

An Act to provide Compensation to Families for Loss occasioned by the Death of a Person caused by Actionable Wrong.

Whereas no action or suit is now maintainable in any Court against a person who, by his wrongful act, neglect, or default, may have caused the death of another person, and it is often-times right and expedient that the wrong-doer in such case should be answerable in damages for the injury so caused by him; It is enacted as follows :—

I. Whenever the death of a person shall be caused by wrongful act, neglect, or default, and the act, neglect, or default is such as would (if death had not ensued) have entitled the party injured to maintain an action and recover damages in respect thereof, the party who would have been liable if death had not ensued, shall be liable to an action or suit for damages, notwithstanding the death of the person injured, and although the death shall have been caused under such circumstances as amount in law to felony or other crime. And it is enacted further, that every such action or suit shall be for the benefit of the wife, husband, parent, and child, if any, of the person whose death shall have been so caused, and shall be brought by and in the name of the Executor, Administrator, or Representative of the person deceased; and in every such action the Court may give such damages as it may think proportioned to the loss resulting from such death to the parties respectively, for whom and for whose benefit such action shall be brought, and the amount so recovered, after deducting all costs and expenses, including the costs not recovered from the defendant, shall be divided amongst the before-mentioned parties, or any of them, in such shares as the Court by its judgment or decree shall direct.

II. Provided always that not more than one action or suit shall be brought for and in respect of the same subject matter of complaint, and that every such action shall be brought within twelve calendar months after the death of such deceased person; provided that, in any such action or suit, the Executor, Administrator, or Representative of the deceased may insert a claim for, and recover any pecuniary loss to the Estate of the deceased occasioned by such wrongful act, neglect, or default, which sum, when recovered, shall be deemed part of the assets of the Estate of the deceased.

III. The plaintiff in any such action or suit shall give a full particular of the person or persons for whom, or on whose behalf, such action or suit shall be brought, and of the nature of the claim in respect of which damages shall be sought to be recovered.

IV. The following words and expressions are intend-

ed to have the meanings hereby assigned to them respectively, so far as such meanings are not excluded by the context or by the nature of the subject matter, that is to say, words denoting the singular number are to be understood to apply also to a plurality of persons or things; and words denoting the masculine gender are to be understood to apply also to persons of the feminine gender; and the word "person" shall apply to bodies politic and corporate; and the word "parent" shall include father and mother, and grand-father and grand-mother; and the word "child" shall include son and daughter, and grand-son and grand-daughter, and step-son and step-daughter.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 27th March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information :—

ACT No. XIV. of 1855.

An Act for the better Regulation of Military Bazaars in the Presidency of Fort Saint George.

Whereas it is desirable to extend the provisions of Act XII. of 1842 to persons suing for the recovery of debts before Superintendents of Police, under the provisions of Regulation VII. of 1832 of the Madras Code; It is enacted as follows :—

I. No person residing within the limits of any Military Cantonment, or carrying on any trade or business therein, shall be allowed to recover in the Court of the Officer in charge of the Police, under the provisions of Clause 3 Section XXI. of Regulation VII. of 1832 of the Madras Code, any debt contracted in the way of trade, or for the loan of money, within any such Cantonment, by any person subject to the jurisdiction of such Court, unless the person seeking to recover the debt shall, at the time of contracting thereof, have been registered as a Military Bazar-man within any such Cantonment.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 27th March 1855, (communicated to the Legislative Council on the 14th April 1855,) and is hereby promulgated for general information :—

ACT No. XV. of 1855.

An Act to amend Regulation III. of 1833 of the Bombay Regulations.

Whereas the restriction of the appointment of Joint Police Officers, under Regulation III. of 1833 of the Bombay Code, to certain Towns, has been found to be inconvenient; It is enacted as follows :—

I. It shall be competent to the Governor in Council of Bombay to appoint a Joint Police Officer or Officers to any district of that Presidency, under the provisions of Regulation III. of 1833; and every Joint Police Officer so appointed shall be subject to all the provisions of Regulation III. of 1833, in

the same manner as if the words "or districts" had been used in conjunction with the word "Towns" throughout that Regulation.

II. It shall be lawful for the Governor in Council to exempt any Joint Police Officer from the provisions of Sections II. and III. Regulation III. of 1833.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 27th March 1855, (communicated to the Legislative Council on the 14th April 1855), and is hereby promulgated for general information:—

ACT No. XVI. OF 1855.

An Act to amend the Law in force in the Presidency of Bombay concerning the use of Badges.

Whereas it is expedient to amend the provision of the Bombay Code which prohibits the use of badges by persons not in the employ of Government; It is enacted as follows:—

I. Section VI. Chapter 3, Regulation XXIII. of 1827 of the Bombay Code is repealed.

II. No person, not being a servant of Government, shall wear any belt or badge intended to resemble any belt or badge worn by servants of Government, or any badge not bearing, in the characters of a language current in the district in which it is worn, the name or designation of the party by whom the wearer is employed.

III. Whoever commits, or is accessory to the commission of, an offence under the preceding Section shall, whether a British subject or not, be liable, on conviction before any person lawfully exercising the powers of a Magistrate or Justice of the Peace, within whose local jurisdiction the offence is committed, to a fine not exceeding one hundred rupees.

W. MORGAN,
Clerk of the Council.

Legislative Council.

14th April 1855.

The following Bill was read a second time in the Legislative Council on the 14th April 1855, and was referred to a Select Committee, who are to report thereon after the 18th of July next:—

A Bill for the better Prevention of Offences against the Public Tranquillity, and to amend the Law regarding the taking of Bonds for Keeping the Peace.

Whereas it is expedient to make provision for the better prevention of offences against the public tranquillity, and whereas diverse laws have been made from time to time regarding the taking of Bonds for keeping the peace in the Presidencies of Fort William in Bengal, Fort St. George, and Bombay, and it is expedient to make the law on this subject uniform; It is enacted as follows:—

I. When five or more persons assemble together under circumstances which may reasonably excite apprehension that it is the object of such assembly to overawe any public servant in

the exercise of his lawful powers, or to resist the execution of any law, or of any legal process, or to commit any assault or mischief, or trespass, or to put any person in fear of hurt or assault, or unlawfully to take forcible possession of any property, the assembly shall be deemed a riotous assembly, and every member of it shall be deemed guilty of the offence of rioting.

II. Whoever commits the offence of rioting shall be punishable with fine, which may amount to two hundred rupees.

III. Whoever commits the offence of rioting, being armed with any weapon for shooting, cutting, or stabbing, or with any thing which, used as a weapon of offence, is likely to cause death, shall be punishable with imprisonment, with or without hard labour, which may extend to one year, or with fine, or with both.

IV. Whoever joins or continues in any such riotous assembly after it has been commanded, in the manner prescribed in Section XII. of this Act, to disperse, shall be punishable with imprisonment, with or without hard labour, for a term which may extend to one year, or with fine, or with both.

V. Whoever commits the offence described in the last preceding Section, being armed with any weapon for shooting, cutting, or stabbing, or with any thing which, used as a weapon of offence, is likely to cause death, shall be punishable with imprisonment, with or without hard labour, for a term which may extend to two years, or with fine, or with both.

VI. Whoever directly, or by the agency of another, instigates any person to commit the offence of rioting, shall, if the offence be committed by that person, be punishable with fine not exceeding two hundred rupees.

VII. Whoever directly, or by the agency of another, instigates any person to commit the offence of rioting, shall, if that person commit the offence being armed with any weapon used for shooting, cutting, or stabbing, or with any thing which, used as a weapon of offence, is likely to cause death, be punishable with imprisonment, with or without hard labour, for one year, or with fine, or with both.

VIII. Whoever directly, or through the agency of another, collects a riotous assembly, shall be punishable with fine not exceeding one thousand rupees.

IX. Whoever directly, or through the agency of another, collects a riotous assembly composed of persons armed with any weapon for shooting, cutting, or stabbing, or with anything which, used as a weapon of offence, is likely to cause death, shall be punishable with imprisonment, with or without hard labour, for a term which may extend to one year, or with fine, or with both.

X. Whenever a riotous assembly takes place on the land or premises of any zemindar, talookdar, planter, farmer, or other owner or occupier of land or premises, such zemindar, talookdar, planter, farmer, or other owner or occupier shall be punishable with fine not exceeding one thousand rupees, unless he shall prove that he or his agents or servants gave the earliest possible

notice to the Police of the fact of such assembly taking place, and used all the means in his or their power to prevent such assembly taking place.

XI. Whenever a breach of the peace is anywhere committed by a riotous assembly, if such assembly has acted on behalf, or in the interest of any person being an owner or occupier of land as aforesaid, such person shall be punishable with fine, unless it appears—

said, such person shall be he can satisfy the Court

That, after due precaution taken, he had no reason to believe that such assembly would take place.

take place ; or that he or Or that notice was forthwith given to the Police, and that all means to prevent such assembly were used, and used all the means in his or their power to prevent such assembly taking place.

XII. When a riotous assembly takes place, the Magistrate, &c. to disperse riotous assembly, and for that purpose may command the aid of all persons present, and of the owner, &c. of the land. the persons assembled immediately to disperse. If the persons assembled do not immediately disperse, the Magistrate or other Officer shall arrest them ; and for that purpose may command the aid of all persons present, and of the zemindar, talookdar, planter, farmer, or other owner or occupier of the land or premises on which the assembly may take place, and of the agents and servants of such owner or occupier.

XIII. Whoever, being commanded in the manner prescribed in the last preceding Section to aid the Magistrate or Police Officer, neglects, without lawful excuse, to obey such command, shall be punishable with a fine not exceeding two hundred rupees.

XIV. Magistrates are empowered to tender pardon to persons supposed to be guilty of rioting, on condition of their giving evidence as to the circumstances of the riot, and the persons actually engaged therein or accessory thereto.

XV. All persons, whether British subjects or not, who shall be guilty of any offence under the preceding Sections of this Act, shall be punishable, upon conviction by any Magistrate or Session Judge within whose local jurisdiction the offence is committed. Provided that it shall not be lawful for a Magistrate to impose any fine under this Act exceeding five hundred rupees, or to imprison an offender under this Act for a term exceeding six months. In any case in which the Magistrate considers these penalties insufficient for the offence, he may commit the prisoner for trial before the Session Judge.

Proviso.—Limit of Magistrate's jurisdiction.

Magistrate may commit certain prisoners for trial by Session Judge.

XVI. It shall be lawful for a Magistrate, whenever he shall receive credible information that any person, whether a British subject or not, is likely to commit a breach of the peace, or to do any act that may probably occasion a breach of the peace, to summon such person to attend at his office on a certain day to show cause why he should not be required to enter into a bond to keep the peace, with or without sureties as the Magistrate shall think fit.

Magistrate empowered in certain cases to summon persons to show cause why they should not be bound, with or without sureties, to keep the peace.

Magistrate empowered in certain cases to summon persons to show cause why they should not be required to enter into a bond to keep the peace, with or without sureties as the Magistrate shall think fit.

XVII. The summons shall set forth the substance of the information, the amount of the bond, and the term for which it is to be in force, and, if security is called for, the number of sureties required, and the amount in which they are to be bound respectively.

XVIII. The penalty of such bond, which shall be in the form annexed to this Act, or to the like effect, shall be fixed with a due regard to the circumstances of the case and the means of the party ; and the amount in which the sureties shall be bound shall not exceed the said penalty.

XIX. If the person summoned shall not attend on the day appointed, the Magistrate, upon proof that the summons has been served by delivery thereof to him, or by leaving it at his usual place of abode, may issue a warrant for his arrest. Provided always, that whenever it shall appear to a Magistrate, upon the report of a Police Officer, or upon other credible information to be given on oath, the substance of which report or information shall be recorded, that there is just reason to fear the commission of a breach of the peace, which may probably be prevented by the immediate arrest of any person, it shall be lawful for the Magistrate at any time to issue a warrant for the arrest of such person.

When Magistrate may issue warrant in the first instance.

XX. A Magistrate may, if he sees sufficient cause, dispense with the personal attendance of the party informed against, and permit him to appear and enter into the required bond, or show cause against such requisition by an agent duly authorised for such purpose.

Personal attendance of person informed against may, if Magistrate sees good cause, be dispensed with.

XXI. If the person appearing upon summons in person or by an authorised agent, or brought before a Magistrate under a warrant, controvert the information against him, the Magistrate shall proceed to try the case.

Proceedings upon appearance of person summoned, &c.

XXII. If the Magistrate shall not be satisfied that there is occasion to bind the party informed against to keep the peace he shall discharge him.

Person informed against to be discharged if no cause shown.

XXIII. If the Magistrate shall be satisfied that it is necessary for the preservation of the peace to take a bond from such party with or without security, he shall make an order accordingly, and if the party shall fail to comply with the order, it shall be lawful for the Magistrate to commit him to jail.

Magistrate empowered to take bond, &c.

Penalty for non-compliance with Magistrate's order.

XXIV. The period for which a Magistrate may bind a person to keep the peace, with or without security, shall not exceed one year, and when a person shall be committed to jail under the last preceding Section, he shall not be detained in confinement by authority of the Magistrate beyond the term of one year, and shall be released whenever he shall comply with the order within that term.

XXV. Provided that, whenever it shall appear to a Magistrate that it is necessary for the preservation of the peace to bind a person beyond a term of one year, he may, before the expiration of the first year, record his opinion to that effect, and the grounds thereof, and may refer the case for the orders of the Session Judge, who, after examining the proceedings of the Magistrate, and making any further inquiry that he may think necessary, may, if he shall see cause, authorise the Magistrate to extend the term for a further period not exceeding one

Extension of time by Session Judge.

year ; and if the party shall fail to give a bond, with security if required, for his keeping the peace for such further period as the Magistrate shall direct under the orders of the Session Judge, he may be kept in confinement for such further period, or until he shall give such bond within that period.

XXVI. A Magistrate may, if he shall see sufficient cause, discharge any bonds and securities for keeping the peace taken under this Act, and may order the release of persons confined for default in entering into such bonds or giving such securities.

XXVII. Sureties for the peace shall at all times be discharged from further responsibility, on delivering up to the proper Magistrate or Police Officer the persons for whom they have become responsible.

XXVIII. Whenever it may be proved before the Magistrate that any such bond has been forfeited, he shall proceed to enforce the penalty of the bond by the attachment and sale of any of the property of the party bound thereby in the mode prescribed for the attachment and sale of property, in satisfaction of decrees of the Civil Court ; and if the penalty be not paid, and cannot be recovered by such attachment and sale, the party shall be liable to confinement, by order of the Magistrate, in the Civil Jail of the Station, during a period not exceeding six months.

XXIX. Whenever it may be proved before the Magistrate that any such bond has been forfeited, if security shall have been taken, the Magistrate, at his discretion, may give notice to the surety or sureties to pay the penalty to which they have thereby become liable, or to show cause why it should not be paid ; and if no sufficient cause be shown, the Magistrate may proceed to recover the penalty from such surety or sureties in the same manner as from the principal party.

XXX. All sentences and orders passed under this Act shall be appealable, subject to the general provisions which regulate appeals.

XXXI. In the construction of this Act, the word "Magistrate" shall include a Joint Magistrate and any person lawfully exercising the powers of a Magistrate.

XXXII. Regulation VII. 1833 of the Bombay Code, except so far as it restricts the provisions of Section XIII. Regulation XIV. 1827 ; Section II. Regulation III. 1831 of the Madras Code ; and Section XXIX. Regulation XII. 1827 of the Bombay Code ; Act V. 1848, except so far as it repeals Section IV. Regulation IV. 1825 of the Bengal Code ; Section V. Regulation VI. 1827 of the Madras Code ; and Sections XVI., XXIV., XXV., XXVI., XXVII., Clause 3 Section XLIII., and Clause 4 Section XLV. Regulation XII. 1827 of the Bombay Code, in so far as they are inconsistent with the provisions of this Act, are repealed.

Form of Bond to keep the Peace.

Whereas I, _____, inhabitant of _____, have been called upon to enter into a bond to keep the peace for the term of _____, I hereby bind myself not to commit any act that can occasion a breach of the peace, during the said term ; and in case of my making default therein, I bind myself to forfeit to Government the sum of Rupees _____

Dated _____

Form of Security to be subjoined to the Bond of the Principal.

I hereby declare myself surety for the above said _____ that he shall not commit

any act that can occasion a breach of the peace, during the said term ; and in case of his making default therein, I hereby bind myself to forfeit to Government the sum of Rupees _____

Dated _____

W. MORGAN,
Clerk of the Council.

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 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.

Memorandum.

The undermentioned MAPS and BOOKS are ON SALE at the Quarter Master General's Office in Bombay :—

A Route Map of the Bombay Presidency..	Rs. 15
A Route Book of the Bombay Presidency..	„ 15
Map of the Hyderabad Collectorate, mounted on Cloth, scale 2 miles to an inch.	„ 30
Map of the Kurrachee Collectorate, ditto.	„ 15
New Maps of Scinde, scale 8 miles to an inch, mounted on Cloth.	„ 8

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

W. S. ADAMS, Major,
Deputy Quarter Master General.

Quarter Master General's Office,
Bombay, 17th January 1854.

For Sale

AT THE

BOMBAY EDUCATION SOCIETY'S PRESS.

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

Also a few Copies of

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

LEASES of certain pieces of Government VACANT GROUND will be put up to PUBLIC AUCTION, at the Office of the Collector of Bombay, on Tuesday the 15th May 1855, at 10 o'clock A. M.

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

A piece of Ground in Caze Syed Strest, in the Dongaree Division, containing 13½ square yards, or thereabouts.

A piece of Ground at Bellasis Road, containing 771½ square yards, or thereabouts.

The precise quantity of land to be included in each Lease will be declared at the time of sale; and the sale is subject to the confirmation of Government.

F. HUTCHINSON,
Collector.

Bombay, Collector's Office,
28th April 1855.

जिल्हा न्याय.

अहमदनगर शहरातील जमीनना कडकना पत्र ताथरीय १५ मी माहे मे राने १८५५ मंगळवारने घेने पार वपर अक वागते मुंमिधना क्लेकटरनी क्लेरीमां जिल्हा लीलांम क्लेने वयरो.

क्लेकटरनी क्लेरीमां पुढेथी जमीनना नकारा जेवा राह मयरो तथा पत्रानी शरतो मांम थारो.

कुंगरी टुकडीमां काळ राख्मिधनी गलीमां जमीननो कडको

१ आरारे १३½ आररा वार छे.

जेलाथरीश रोड वपर जमीननो कडको १ आरारे ७७१½ आररा वार छे.

दर अक पत्रमां जे जमीन आनवानी ते नशी डेथी छे ते लीलांमनी वयते जिल्हा क्लेसे तथा लीलांम थासे ते शर-कार मंगुर क्लेसे तारपथी क्लेमे थासे.

राडी.

अक. हसीनरान,
क्लेकटर.

ताथरीय २८ मी माहे अप्रील राने १८५५ धरानी मुंमिधना जिल्हा मुंमिध क्लेकटरनी क्लेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसाजे सरकारी रिकामी जमिनीचे तुकड्याचे पट्टे तारीख १५ मे सन १८५५ मंगळवारचे रोजी बारावर एक वाजता मुंबईचे क्लेकटरचे कचेरीत जाहिर लेलांव करून विकले जातील.

क्लेकटरचे कचेरीत विचारिले असतां जमिनीचे नकाशे पाहावयास मिळतील व पत्राचा शर्ती मालुम होतील.

डोंगरावर काजी सयदचे गळीत जमिनीचा एक तुकडा सुमारे १३½ चौरस वार आहे.

बेलासीस रोड येथे जमिनीचा एक तुकडा सुमारे ७७१½ चौरस वार आहे.

दर एक पत्रातील जमीन बराबर किती आहे हें लेलांवाचे वेळी जाहिर करिताल व लेलांव होईल तें सरकारानी मजूर केल्यावर कायम होईल.

सही.

एफ. हचीनसन,
क्लेकटर.

तारीख २८ माहे अप्रील सन १८५५ इसवी मु॥
मुंबई क्लेकटरची कचेरी.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice.

Officers visiting the Neilgherries are, in numerous instances, at great inconvenience on first arrival, owing to their coming in expectation of finding it in their power to draw Pay, due to them in arrears, early in the month, as elsewhere. It is therefore thought that it may contribute to the convenience of future visitors if it be thus made more generally known that (there being no Pay Office on the Hills) Pay has to be drawn, after arrival on them, by transmitting Abstracts, duly countersigned, to the Paymaster Southern Division, Trichinopoly, with a last Pay Certificate; who, provided he receive them about the 7th, includes the amount in his General Order in arrears for the past month, on the Treasury at Coimbatore, whence it is sent so as to reach this Station Office for distribution usually on the 18th or 19th. There is only this one monthly transmission of Military Pay to the Hills; so that individuals arriving too late to be included in it, as above, have often to wait another month.

Officers of other Presidencies can only draw Pay under a Certificate from the Accountant Military Department of their Presidency. Certificates from Division Pay Offices of other Presidencies are insufficient: Officers are often at protracted inconvenience after arrival from having been unaware of this.

It is also notified, that it is extremely difficult to get Bills or Notes, of any kind whatever, cashed on the Hills: individuals often suffer great inconvenience from coming with the contrary impression.

D. BABINGTON, Major,
Commanding Neilgherries.

Station Office, Ootacamund,
2nd May 1853.

POLITICAL DEPARTMENT.

Messrs. THACKER & Co. have FOR SALE, on account of Government, Copies of the following SELECTIONS:—

Statistical Report of the Principality of Kollia-poor. Price Rs. 7.

Memoir on the Sawunt Waree State, and Report on the Portuguese Settlements in India. Price Rs. 3-8.

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

H. L. ANDERSON,
Secretary to Government.

Bombay Castle, 4th April 1855.

Notice.

Verbal tenders will be received at this Office, on the 21st instant, at one o'clock p. m., from parties willing to SUPPLY by contract, for a period of twelve months from 1st June 1855, such STORES and MATERIALS, &c. as may be required.

Particulars as to the nature of the Stores, &c., also the form of contract to be entered into, may be learnt on application at this Office. A deposit of 2 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, on signing which the deposit will be increased to 10 per cent.

F. WEMYSS, Captain,

Engineer to the Dockyard.

Bombay, Dockyard Engineer's Office,
1st May 1855.

જાહેર નામુ.

એલેક્ઝાન્ડર તારીખ ૧ માહે જુન સને ૧૮૫૫ ઇસવીથી બાર મહિનામુથી ને સાંભાન લાગસે તે ઇન્જિનીયરી પુરો પાડવાની ને લોકોની ખુશી હસે તેઓના મુખ્યનાની અરજી આલતા મહિનાની તારીખ ૨૧ મી ને દીને બારઉપર એક વાગતે આમ્ને કચેરીમાં સાંભલી હેસે.

આમ્ને કચેરીમાં પુછેથી કહી જાતનો સાંભાનનો પ્રકારની તપશીલ તથા ઇન્જિનીયરી કાગળનો મુસદ્દો માલમ થાસે. ને સર્વેથી કમી આંકડો બોલસે તેણે દર સેક્ટે રકામે પ્રમાણે અવેન તરત અનામત રાખવો નોહમ્ને તે અવેન ઇન્જિનીયરી કાગળઉપર સહી કરવા આંનાકાની અથવા દીલકરેથી સરકાર દાખલ થાસે તથા રાદરહુ ખત ઉપર સહી થયાપછી અનામત રાખવાનો અવેન દર સેક્ટે રકા ૧૦ પ્રમાણે મુકવો નોહમ્ને.

સહી, એફ. ઉવેમીસ, કપતાન,
ગોદીનો ઇન્જિનીયર.

તારીખ ૧ માહે મેમ્ને સને ૧૮૫૫ ઇસવી
મુકામ મુએઈગોદીના ઇન્જિનીયરની કચેરી.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

જાહિરનામા.

એસાજે તારીખ ૧ જુન સન ૧૮૫૫ પાસૂનાં વારા મહિને પર્યંત જે સામાન લાગેલ તે મક્ક્યાની પુરવિષ્યાવી અર્જ લોકોની ખુશી અસેલ ત્યાંચે મુખજવાનો અર્જ ચાલતે મહિન્યાવી તારીખ ૨૧ રોજીં વારાવર એક વાજતો દ્યા કચેરીંતે એકૂન ઘેતીલ.

દ્યા કચેરીંતે વિચારિલેં અસંતાં સામાનાંચે પ્રકારાંચા તપ-શીલ વ મક્ક્યાંચે કાગદાંચા મુસદ્દા માલુમ હોઈલ—જો સર્વોદ્ધૂન કમી વેરીજ બોલેલ ત્યાંચે દર શેકડા ઉકે ૨ પ્રમાણે એવજ અમાનત તાલ્કાઢ ઠેવિલા પાહિજે તે એવજ મક્ક્યાંચે ચતાવર સહી કરણ્યાસ ટાઢાટાઢ અથવા વિલંબ કેલ્યાસ સરકાર દાખલ હોઈલ વ ચતાવર સહી ડ્યાલ્યાવર અમાનતોંચા એવજ દર શેકડા ઉકે ૧૦ પ્રમાણે ઠેવિલા પાહિજે.

સહી

એફ. વેમીસ, કપતાન,

ગોદીંચે ઇન્જિનીયર

તારીખ ૧ માહે મે મન ૧૮૫૫ ઇસવી મુકામ મુએઈ
ગોદીંચે ઇન્જિનીયરની કચેરી.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice

Is hereby given, that sealed tenders will be received by the Assistant Commissary General in charge, for the CONVEYANCE to CALCUTTA and MADRAS of the undermentioned Barrels of AMMUNITION, consigned as follows:—

Ten (10) Barrels of Ammunition, consigned to the Principal Commissary of Ordnance at Calcutta, the Tonnage of which (calculated by measurement at 50 feet per ton) is about 39½ feet, more or less, as per Package List No. 325, dated 4th April 1855.

Ten (10) Barrels of Ammunition, consigned to the Principal Commissary of Ordnance at Madras, the Tonnage of which (calculated by measurement at 50 feet per ton) is about 39½ feet, more or less, as per Package List No. 326, dated 4th April 1855.

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. Commissary General, in Charge.

Bombay, Depy. Commy. Genl.'s Office,
24th April 1855.

જાહેર ખબર.

હીઆથી આપવામાં આવેછે, ને મુખાઈની દેખી કમેશરી જનરાલ સાહેબની આશીરામાં નીચે લખેલા દારૂ ગોલાના પીપો નીચે લખેલી જગ્યાઓ ઉપર લઈજવાને રાદર શીલિડ ટેડરો લેવામાં આવશે.

૧૦ પીપ દારૂ ગોલાના શી કલકતાના કીલાને વાસ્તે તેનું વજન આરશે ૩૬½ શીટ વતુ અથવા ઓછું.

૧૦ પીપ દારૂ ગોલાના શી મધરાજના કીલાને વાસ્તે તેનું વજન આરશે ૩૬½ શીટ વતુ અથવા ઓછું.

ને રાખશે એ ઉપર લખેલા દારૂ ગોલાના પીપો પોંચાડવાને આહતા હોઅ તેઓએ આમ્ને હાશીરામાં દરરોજ કલાક દરથી તે ૫ મુરી અરજ કરીઆથી ને કાઈ ખબર નોહરી તે આપામાં આવશે.

મુખાઈની કીપુરી કમીશરી જનરાલની હાશીરા
તારીખ ૨૪ મી આપ્રેલ રાને ૧૮૫૫.

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

BOMBAY PRICE CURRENT

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

BEEF.			PORK, FRESH AND SALT (continued).			SUGAR OF SORTS.		
	Rs.	a. p.		Rs.	a. p.		Rs.	a. p.
Prime Pieces.....1st sort, 8 to 10 lbs.	1	0	Trotters, large.....per four	0	1	Sugar, Pinf.....per md. of 28 lbs.	5	4
".....2nd.....12	1	0	" small.....per four	0	1	" Candy.....1st sort, "	5	0
".....3rd.....10	1	0	Pig's Liver and Heart.....	0	2	".....2nd....."	4	12
Brisket and Round.....1st.....12	1	0	Pork, salt, Country.....8 lbs.	1	0	".....3rd....."	4	8
".....2nd.....14	1	0				" soft.....1st....."	4	0
".....3rd.....18	1	0				".....2nd....."	3	0
Meat for Soup.....14	1	0				" brown....."	2	8
Shin, large.....each	0	3				Jaggree....."	1	0
" small....."	0	3						
Ox Tails....."	0	8						
Tongue, large....."	0	3						
" small....."	0	2						
Heart, large....."	0	6						
" small....."	0	1						
Marrow-bone....."	0	1						
Ox Palates....."	0	8						
Feet....."	0	4						
Suet.....per lb.	0	4						
Tongues (salted, dry), Poona.....each	0	4						
" (pickled), Bombay....."	0	5						
VEAL, SMALL.			POULTRY.			GHEE OF SORTS.		
Hind Quarter.....1st sort, 4 lbs.	1	0	Geese.....each	4	0	Ghee, Kurachee.....per md. of 28 lbs.	6	14
".....2nd.....5	1	0	Turkey, cock, Bombay....."	8	0	" Surat....."	7	14
".....3rd.....0	1	0	" hen....."	4	0	" Bhownagur....."	7	0
Fore Quarter.....1st.....5	1	0	" cock, Goa....."	0	0	" Balgianty....."	7	0
".....2nd.....6	1	0	" hen....."	3	0	" Ghanty....."	6	8
".....3rd.....03	1	0	Fowls, large, Surat....."	1	8	" Rajapur....."	7	0
			" small....."	0	0	" Jaitradad....."	0	0
			" large, Bombay....."	0	0			
			" small....."	0	0			
			Ducks, large....."	0	10			
			" small....."	0	8			
			Chickens, large.....per dozen	2	0			
			" small....."	1	2			
			Hens' Eggs.....each	0	3			
			Ducks' "....."	0	3			
VEAL, LARGE.			FRUITS OF SORTS.			GRAIN OF SORTS.		
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0	Pine-apples, Bombay, large.....each	1	0	Wheat, Hansia.....per edy. of 8 pharas	23	0
".....2nd.....03	1	0	" small....."	0	12	" Jambousser.....1st sort, "	18	0
".....3rd.....0	1	0	" Goa, large....."	0	2	".....2nd....."	17	0
Fore Quarter.....1st.....5	1	0	" small....."	0	2	" Bhownagur.....1st....."	18	0
".....2nd.....6	1	0	Pomelos, large....."	2	0	" Ghantees....."	15	0
".....3rd.....03	1	0	" small....."	1	8	" Sindes....."	13	0
			Guavas, large....."	0	1	Gram, Jambousser....."	17	0
			" small....."	0	8	" Ghogaree, new....."	10	0
			Oranges, large....."	0	8	" old....."	15	0
			" small....."	0	8	" Ghantees, new....."	16	0
			" common....."	0	3	" old....."	15	0
			Grapes, black.....per seer	0	5	" Venjilol....."	16	8
			" green....."	0	1	Wooreed, Ghantees....."	17	0
			Melons, Water, large.....each	0	4	" Malabar....."	17	0
			" small....."	0	0	" Cutch....."	17	8
			" Musk, large....."	0	3	" Ghogaree....."	18	0
			" small....."	0	2	Mutt, Ghogaree....."	14	0
			" yellow, large....."	0	4	" Ghantees....."	13	0
			" small....."	0	3	" Cutch....."	13	0
			Limes, sweet....."	0	3	Mugg,....."	17	0
			" sour....."	0	1	" Ghogaree....."	13	0
			Potatoes, Neilgherries, large.....per seer	0	0	Bazaree, Ghantees....."	14	0
			" small....."	0	0	" Bhownagur, 1st sort, "	18	0
			" Mahableshwar, large....."	0	1	".....2nd....."	17	0
			" small....."	0	0	Rajapur....."	15	0
			" Poona, large....."	0	0	Barley, new....."	10	0
			" small....."	0	4	" old....."	15	0
			" Surat, large....."	0	0	Toor.....1st sort, "	15	0
			" small....."	0	4	".....2nd....."	14	0
			Yams, white....."	0	0	Jooree....."	13	0
			" red....."	0	0	Nacheny....."	11	0
			Onions....."	0	2	Vattana....."	19	0
			Ginger....."	0	4	Chowley.....per phara	2	12
						Dall, Beach....."	3	0
						" Surat....."	3	4
MUTTON FOR EUROPEANS.			DRY FRUITS OF SORTS.			UNBOILED RICE OF SORTS.		
Saddle.....1st sort, per lb.	0	3	Plums, fine.....per seer weight	0	5	Rice, Putney.....per phara	2	4
".....2nd....."	0	2	" coarse....."	0	4	" Sindes, red....."	0	0
Leg, Loin, Neck, & Shoulder, 1st....."	0	2	" Currants, fine....."	0	0	" raw....."	2	2
".....2nd....."	0	1	" coarse....."	0	0	" red....."	1	12
".....3rd....."	0	1	Prunes, new....."	0	2			
Breast.....1st....."	0	1	" old....."	0	2			
".....2nd....."	0	1	" bitter....."	0	2			
".....3rd....."	0	1						
Tongue, Sheep's.....each	0	0						
Brains....."	0	0						
Head....."	0	1						
Liver and Heart....."	0	1						
Kidneys....."	0	0						
Feet.....four....."	0	3						
Suet.....per lb.	0	4						
MUTTON FOR NATIVES.			BREAD, &c.			BEATEN RICE OF SORTS.		
First sort.....10 lbs.	1	0	A loaf, 1st sort.....13 oz. each	0	1	Rice, Jernasul.....1st sort, per phara	4	0
Second.....12	1	0	" 2nd.....13	0	1	".....2nd....."	3	8
Third.....16	1	0	" brown.....32 oz.	0	2	" Vergole.....1st....."	3	4
			".....10	0	1	".....2nd....."	3	0
			Flour, Wheat.....per seer measure	0	3	" Sindes ratta....."	0	0
			" Sago, fine.....weight	0	1	" Segudee....."	3	12
			" coarse....."	0	1	" Putney....."	2	8
			Arrowroot, best....."	0	2	" raw....."	2	4
			" coarse....."	0	1			
KID, SMALL.			MILK AND BUTTER.			MANGALORE RICE OF SORTS.		
Hind Quarter.....1st sort, 4 lbs.	1	0	Cows' Milk.....per seer measure	0	1	Rice, unboiled.....1st sort, per robin	3	0
".....2nd.....5	1	0	" Butter.....per cup of 2 oz.	0	1	".....2nd....."	2	12
".....3rd.....0	1	0	Buffaloes' Milk.....per seer measure	0	1	" boiled.....1st....."	2	8
Fore Quarter.....1st.....5	1	0	" Butter.....per cup of 2 oz.	0	1	".....2nd....."	2	4
".....2nd.....6	1	0						
".....3rd.....7	0	1						
Head, Feet, Liver, and Heart.....each	0	4						
KID, LARGE.			FIREWOOD.			BENGAL RICE OF SORTS.		
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0	Babool.....per edy. of 28 mds. (784 lbs.)	3	8	Rice, unboiled.....1st sort, per bag of 168 lbs.	7	0
".....2nd.....5	1	0	Kiln....."	3	0	".....2nd....."	6	8
".....3rd.....0	1	0	Aine Bine....."	3	0	" boiled.....1st....."	6	0
Fore Quarter.....1st.....5	1	0	" 2nd, sort....."	2	12	".....2nd....."	5	8
".....2nd.....6	1	0	Kurmeel....."	3	8			
".....3rd.....03	1	0						
LAMB, SMALL.			OILS, CANDLES, AND SOAP.			BHATT.		
Hind Quarter.....1st sort, 4 lbs.	1	0	Cocoanut Oil.....1st sort, per md. of 28 lbs.	3	10	Bhatt, Putney.....per moora of 25 pharas	24	0
".....2nd.....5	1	0	Rolong....."	3	0	" raw....."	22	0
".....3rd.....0	1	0	" 2nd....."	2	10	" red....."	20	0
Fore Quarter.....1st.....5	1	0	" Ghantees....."	2	10			
".....2nd.....6	1	0	Brundia, or Castor Oil....."	2	0			
".....3rd.....03	1	0	Candles, Europe....."	21	0			
			" Goa....."	19	0			
			" Cadin....."	18	0			
			Soap, Country....."	1	4			
			" Europe, yellow....."	3	8			
			" white....."	3	8			
LAMB, LARGE.			SUNDRIES.					
Hind Quarter.....1st sort, 5 lbs.	1	0	Saltpetre, Europe.....per md. of 28 lbs.	2	8			
".....2nd.....5 1/2	1	0	" Bengal....."	3	4			
".....3rd.....03	1	0	" Rajapur....."	1	8			
Fore Quarter.....1st.....5 1/2	1	0	Pepper, black.....1st sort, per seer weight	0	0			
".....2nd.....6 1/2	1	0	" white....."	0	1			
".....3rd.....7	1	0	Garlick, large....."	0	4			
			" small....."	0	0			
			Camphor.....per lb.	0	7			
			Salt, table.....per seer measure	0	1			
			" common, white.....per pylee	0	1			
			" black....."	0	1			

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

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

A Robin of Rice averages about 15 Pyles.

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

Bombay, Monday, 7th May 1855.

Published by order of the Board of Conservancy,

J. WATSON, Clerk of the Markets.

Notice

Is hereby given, that the SUMS on account of the ESTATES of the undermentioned DECEASED NATIVE SEAMEN, of the Ship "Contest," of the Port of Liverpool, have been received into my Office, and the same will be paid by me to their legal representatives, on application with full particulars (post-paid):—

Seamen's Names.	No. of Register Ticket.	Capacity.	From what Port held.	Amount.
Rumzaun	18870	Lascar ..	Calcutta	Rs. a. p. 20 6 0
Saradeen Troonoh	13096	Ditto	Bombay	3 12 0
Goolbhoy Vuzcer Kalla	7506	Ditto	Ditto	2 0 0
Hang Cheong	None	Ditto	Unknown	6 13 0

HENRY ST. AMOUR,

Marine Registry Office, Bombay, 5th May 1855.

Registrar of Merchant Seamen.

اِشْتِهَارِ نَامَہ

ظاہر کیا جاتا ہے کہ کچھ روپیے بابت مال اور اسباب اُن خلاصیوں متوفی کے جنکا نام نیچے لکھا ہے اور وہ لیورپول کے بندر کے جہاز پر جسکا نام کونٹیسٹ ہے نوکر تھے میری آفیس میں جمع ہوئے ہیں جو جو کوئی کہ اُنکا شرعی وارث ہوگا اور 3 اکی کا محصول دیکر اپنی اپنی درخواست مع اثبات حقیقت کے میرے پاس بھیجیگا تو وہ روپیے اُسکو دئے جائینگے

خلاصیوں کے نام	رجسٹر ٹکٹ کا نمبر	عہدہ	کونسے بندر سے ٹکٹ ملا	تعداد مبلغ
رمضان	18870	خلاصی	کلکتہ	20 6 0
سارادین ٹروونہ	13096	ایضا	بمبئی	3 12 0
گلبی وزیر کالا	7506	وہ	ایضا	2 0 0
ہنگ چیانگ	None	وہ	غیر معلوم	6 13 0

(صحیح) ہنری سنٹ امور
بیپاری جہازوں کے خلاصیوں کا دفتر دار

بمبئی مرین رجسٹری آفس
بتاریخ 5 ماہ سے سنہ 1855

VENAYEK WASSODEW, Oriental Translator to Govt.

Notice

Is hereby given, that the Sum of Rupees twenty and Annas eight (20-8-0) on account of the ESTATE of the late DOMINGOS ROZARIO, Register Ticket No. 13,137, Lascar, of the Ship "Contest," of the Port of Liverpool, has been received into my Office, and the same will be paid by me to his legal representative, on application with full particulars (post paid).

HENRY ST. AMOUR,
Registrar of Merchant Seamen.Marine Registry Office,
Bombay, 5th May 1855.**Avizo.**

O Registrador dos Marinheiros dos Navios Mercantes em Bombaim tendo recebido vinte Rupias e oito Annas, por conta do ESTADO do defuncto DOMINGOS ROZARIO, (No. 13,137 do Registro,) Marinheiro do Navio "Contest," do porto de Liverpool, está prompto á pagar a ditta quantia áquelle que se achar legalmente habilitado para a receber, em se lhe apresentando os necessarios promenores (porte pago).

(Assignado) H. ST. AMOUR,
Registrador dos Marinheiros
dos Navios Mercantes.Escriptorio da Registração dos Marinheiros,
Bombaim, 5 de Mayo de 1855.(True Translation) N. FERNANDEZ,
Portuguese Translator to Govt.**Memorandum.**

The undermentioned MAPS are ON SALE at the Chief Engineer's Office, for Cash:—

Map of the Dharwar Collectorate, 4 miles to an inch.

Ditto	Belgaum	ditto	ditto.	Rs. a. p. 2 8 0 or Rs. 3-8 mounted on cloth.
Ditto	Sholapoor	ditto	ditto.	
Ditto	Rutnagherry	ditto	ditto.	
Ditto	Tanna	ditto	ditto.	
Ditto	Poona	ditto	ditto.	
Ditto	Ahmednuggur	ditto	ditto.	
Ditto	Candeish	ditto	ditto.	
Ditto	Surat	ditto,	2 miles to an inch.	

Ditto Broach ditto ditto.
Ditto Kolapoor Territories, 4 miles to an inch.

Ditto	Sattara	ditto	ditto.
Ditto	Province of Kattiawar,	ditto	ditto.
Ditto	Malcolmpeeth, 500 feet to an inch.		
Ditto	Matheran Hill, one furlong to an inch.		

Ditto	Island of Bombay, thin paper, 1200 yards to an inch	1 0 0
Ditto	ditto card-board paper, ditto...	2 0 0
Ditto	Duskroee Purgunna, one mile to an inch	6 0 0

J. A. BALLARD, Lieutenant,
Assistant to the Chief Engineer.Bombay, Chief Engineer's Office,
20th March 1854.

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.
Goolabee Woman. ...	Courtezan	Hindoo.	Without the Fort, on Girgaum Road, near Mongulwaddy.	17th	April	1855.
Gunnesh Muncha and Jetta Muncha.	Blacksmiths.....	Hindoos ...	Without the Fort, at Poydownee.	18th	"	"
Meea Goolam Nubee Buckerbhoy.	A Petty Shopkeeper	Mahomedan..	Lately without the Fort, in Butcher's Street, (at present in the Bombay Gaol.)	25th	"	"
Babajee Bhugwantrao.	An English Writer	Hindoo.....	Without the Fort, in Dhobeetalao Street.	26th	"	"
Joota Gooverjee and Moorarjee Joota.	Late Petty Grocers.....	Hindoos	Without the Fort, in Third Bhoiwadda Street.	27th	"	"
Manick Pootlajee. ...	A Tailor	Hindoo.....	Lately without the Fort, in Hunuman Gullee, (at present in the Bombay Gaol.)	1st	May	"
Cowasjee Nowrojee..	Formerly in the employ of Mr. Albert Verral.	Parsee	Lately without the Fort, at Mazagaum, (at present in the Bombay Gaol.)	5th	"	"
Thucker Annundjee Pragjee.	A Metta in the service of Lalljee Runsord.	Hindoo.....	Without the Fort, in Hunuman Gullee.	"	"	"
Ranchunder Satt Pie.	A Cloth Merchant	Hindoo.....	Without the Fort, in Lowarchawl.	7th	"	"
Giles O'Sullivan	An Examiner in the Political Department, Secretariate.	European.....	Lately without the Fort, in Small Colaba, (at present in the Bombay Gaol.)	"	"	"
Joseph de Cruz	A Preventive Officer in the Customs Department.	Portuguese ...	Lately without the Fort, in old Hunuman Gullee, (at present in the Bombay Gaol.)	8th	"	"

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.
Manick Pootlajee	3rd Monday.....	May instant	11 o'clock.
Giles O'Sullivan	Ditto	Ditto	Ditto.
Cowasjee Nowrojee	Ditto	Ditto	Ditto.
Cursondass Jairam	1st Monday.....	June next	Ditto.
Goolabee Woman.....	Ditto	Ditto	Ditto.
Thucker Annundjee Pragjee.....	Ditto	Ditto	Ditto.
Gunnesh Muncha and Jetta Muncha	Ditto	Ditto	Ditto.
Babajee Bhugwantrao	Ditto	Ditto	Ditto.

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

Dividends payable in the undermentioned Insolvents' Estates.

John Robert Gardner, third Monday in May instant, of 24 per cent.
Narayen Sewsunker, ditto ditto of 12½ per cent.

J. A. McKENZIE,

Clerk of the Court's Office, Fort, Bombay, this 8th day of May 1855.

Clerk of the Court.

નાદાર દેવાદારોની કોરટ મંથે.

જાહેર ખચર એ ઉપરથી આપવામાં આવે છે, જે વિગત સાથે હેની હેઠળ નામો લખેલાં છે, તેઓએ મુંબઈની નાદાર દેલુદારોના છુટકા કરનારી કોરટને અરજીઓ આપી છે, તેમાં એક એકની અરજ એવી છે જે વિક્ટોરીયાના અગિઆરમે વરસે જે ધારો કરીને ઇરાબો છે, તેના એકવિરામાં આપવાનો ઇલાજ હમોને મળે.

નામ.	ધંધો.	જાત.	રહેવાનું કે કાણું મુંબઈ મંથે.	અરજીઓ દાખલ કરાની તારીખ.		
				દા.જ.	માસ.	વરસ.
ગુલામી	કરાખણ	હીંદુ.	કોટખાર ગિરગાંમના રસ્તા ઉપર મગિલવાડીની પારો	૧૭ મે	એપ્રેલ.	૧૮૫૫.
ગણેશ મંનજી તથા જ્ઞેશ લુવાર	મંનજી.	હીંદુ.	કોટખાર પાએધોણી આ ગલ.	૧૮ મે	એપ્ર.	એપ્ર.
મી. ગુલાંમનખી બાકર નાંબો દુકાનદાર	મુસલમાન.	મુસલમાન.	કોટખાર થોડા દાડ ઉપર ખાટકીવાડામંથે ને હાલ મુંબઈની તુરંગમાં	૨૫ મે	એપ્ર.	એપ્ર.
બાબાજી ભગવંતરાવ	અંગરેજી લખનાર	હીંદુ.	કોટખાર ધોભીતલાવના મો લામાં.	૨૬ મે	એપ્ર.	એપ્ર.
જ્યુડા કુવરજી તથા મોશરજી જ્યુડા.	થોડા દાડ ઉપર નેશતીનો નાંબો ધંધો કરતા હતા.	હીંદુઓ.	કોટખાર તિજ ભોધવાડાના મોલામાં.	૨૭ મે	એપ્ર.	એપ્ર.
માંથેક પુતલાજી	દરજી	હીંદુ.	કોટખાર થોડા દાડ ઉપર હર માંન ગલીમાં ને હાલ મુંબઈની તુરંગમાં.	૧ જુન	એપ્ર.	એપ્ર.
કાલસજી નવરોજી ..	અગલ મીસ્તર આલખરજી વેરાલની ચાકરીમાં હતો.	પારશી.	કોટખાર મજગાંમમંથે ને હાલ મુંબઈની તુરંગમાં.	૫ મે	એપ્ર.	એપ્ર.
હા. આંશુંદજી પ્રાગજી ..	લાલજી રંણજીડોને તાં મેતો...	હીંદુ.	કોટખાર હરમાંનગલીમંથે ..	૫ મે	એપ્ર.	એપ્ર.
રામચંદર સાતપધી	કાપડનો વેપારી	હીંદુ.	કોટખાર લુવારચાલીમંથે ..	૭ મે	એપ્ર.	એપ્ર.
જાહલિસ ઓ. શુલીવન ..	સકરતારના પોલીટીકલ ખાતા મંથે તપારાનારો.	ધરોપિયન.	કોટખાર થોડાદાડઉપર નાનાં કુલાખામાં ને હાલ મુંબઈની તુરંગમાં.	૭ મે	એપ્ર.	એપ્ર.
જોજેફ ડી. ફ્રેન્ક	માંડવી ખાતામંથે છપ્પીનાનો અંમલદાર.	ફ્રેન્કી.	કોટખાર જ્યુનો હરમાંન ગલી માં ને હાલ મુંબઈનાં તુરંગમાં.	૮ મે	એપ્ર.	એપ્ર.

ઉપર લખેલા નાદાર દેવાદારોની અરજીઓની આખતોમાં ઘટતી રીતે હુંકમ થયા છે, જે ઉપર લખેલા ધારાની સાતમી કલમ પ્રમાણે નાદાર દેવાદાર મજકુરોની યાવર તથા જંગમ મિલકત તથા ચીજ વસ્ત આ નામદાર કોરટનાં આર્કિસિમાલ આરામનેનીના તાખામાં આપે.

નીચે લખેલા નાદાર દેવાદારની અરજીઓ સાંભળવારાઈ ઇરાવેલા દીવરા.

નામ.	વખત.		
	દા.જ.	માસ.	કલાક.
માંથેક પુતલાજી ..	૩ જો સોમવાર.	ચાલતો મેમે.	૧૧.
જાહલિસ ઓ. શુલીવન ..	એપ્ર.	એપ્ર.	એપ્ર.
કાવસજી નવરોજી ..	એપ્ર.	એપ્ર.	એપ્ર.
ફરાંનદારા જિએરામ ..	૧ જો સોમવાર.	આવતો જ્યુન	એપ્ર.
ગુલામી બાએડી ..	એપ્ર.	એપ્ર.	એપ્ર.
હા. આંશુંદજી પ્રાગજી ..	એપ્ર.	એપ્ર.	એપ્ર.
ગણેશ મંનજી તથા જ્ઞેશ મંનજી ..	એપ્ર.	એપ્ર.	એપ્ર.
બાબાજી ભગવંતરાવ ..	એપ્ર.	એપ્ર.	એપ્ર.

આજ આવનાર લેલુદારોએ, થોડામાં થોડા સાંભળવાના તણ દાડ અગાઉ, સોગણનાંમાથી સાખીત કીધેલા પોતાના દાવ હમારી આશીસમાં દાખલ કરવા જોઈએ, તથા સિરસ્તા પ્રમાણે તેઓને શી આપવી જોઈએ. ઉપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ મિલકતની, ટીપો હમારી આશીસમાં દાખલ કરાવી છે.

નામિ લખેલા ઇસ્ટિમા કાલા આપવાને હરાવીયા છે તેહની વિગત.

નામ.	વખત.		
	દાડા.	માસ.	રોકડે રકા.
નવાં રાખરૂ ગારડનર	૩ જો સોમવાર.	ચાલતો મેમ્.	રકા. ૨૪
નારામ્લે શીવરાંકર	મેજ.	મેજ.	રકા. ૧૨૧૧

શ્રી મુંબઈના કોર્ટમે, કોર્ટના કલાર્કની આશીસમાં, લખી તારીખ ૮ મી મેમ્ સને ૧૮૫૫.

જે. એ. મકેનજી,
કોર્ટના કલાર્ક સહી.

(True Translation)
J. FLYNN, Chief Translator.

BANK OF BOMBAY.

A Bill being now before the Legislative Council of India to authorise the Bank of Bombay to transact the business hitherto carried on by the Government Agents for the public Creditors of Government and others, and which is about to be discontinued, as intimated in the Notification of the Government of India, No. 5, dated 26th January 1855, the following Terms upon which the Bank will undertake the Safe Custody of Government Promissory Notes, Bank Shares, and other Indian Stock; and realize the Interest, Dividends, &c. on the same as they become due, are published for general information :—

Commission
charged.

1. A fee of One Rupee upon each Government Note, Certificate of Shares, &c., deposited with the Bank for safety, the fee, however, in no case of a deposit to exceed Twenty Rupees Rs. 20
2. On realizing Interest or Dividends on Securities deposited by parties who have no current account open with the Bank ½ per cent.
3. On buying or selling Government Securities, Bank Stock, &c., or subscribing to an open Loan, on the amount invested or realized . . . ½ per cent.
4. On returning Government Securities, Certificates of Shares, &c., on the principal ½ per cent.
5. The Interest, Dividends, or proceeds of sale, will be remitted *free of charge* by Bills on the Banks of Bengal or Madras, or by Bank Post Bills which are negotiable in London at the current rate of Exchange on India.

N.B.—Parties who may wish to have their Government Notes or Bank Shares delivered by the Government Agents to the Bank of Bombay, are respectfully requested to forward to the Secretary of the Bank the Government Agents' Deposit Receipts, with a letter of instructions to them to deliver the Securities specified; and on receipt of the Securities, a Bank Receipt, specifying the particulars of the Government Notes or Bank Shares, will be transmitted to the Proprietors without delay. Any further information required may be had on application to the Secretary and Treasurer of the Bank.

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

Bank of Bombay, 29th 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 1½-inch mesh.

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

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

Form of Tender.

To the Commander in Chief of the Indian Navy.

SIR,

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

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

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

Bombay (date).

We are, &c.

By Order of the Commander in Chief Indian Navy.

F. G. BONE, Secretary.

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

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 4th May 1855.

No. 375 of 1855.—The following appointment in the Medical Department is made :—

Assistant Surgeon R. Haines, M.D., to be Acting Deputy Medical Storekeeper at Bombay, with effect from the 16th ultimo, on which date he received charge of the appointment of Acting Assistant Garrison Surgeon, vice Coles.

No. 376 of 1855.—Lieutenant G. R. S. Burrows, of the 15th Regt. N. I., is confirmed in the appointment of Deputy Assistant Quarter Master General.

No. 377 of 1855.—The following Native promotion is made :—

1st Regiment Scinde Irregular Horse.

Date of Rank.

Kote Duffedar Shaik Hashum to be Jemedar, vice Meerza Mahomed Ali Beg, resigned. 19th April 1855.

No. 378 of 1855.—Private William Byrne, of the 1st European Regiment (Fusiliers), is allowed his free discharge from the Honorable Company's Service, under the provisions of Jameson's Code, Section XXI. Article 46.

No. 379 of 1855.—The Right Honorable the Governor in Council is pleased to declare Arts. 11 and 12, Section XIV. Jameson's Code, henceforth applicable to Brigade Commands under this Government, in assimilation with the Rules obtaining under the Bengal Presidency.

His Lordship in Council is pleased to direct that, although Officers who may be offered Brigade Commands, and who decline them *from motives of private convenience*, will thenceforward by this Rule be ineligible for Brigade Commands, the Rule is not to apply to cases where an Officer holding a permanent Staff appointment is kept in that appointment by Government for the advantage of the Public Service.

No. 380 of 1855.—Assistant Surgeon R. W. James is relieved from duty in the Indian Navy, and placed at the disposal of His Excellency the Commander in Chief.

Bombay Castle, 5th May 1855.

No. 381 of 1855.—The following Native promotions are made :—

Marine Battalion.

Date of Rank.

Jemedar Shaik Ahmed to be Subedar, and Color Havildar Shaik Rhyman to be Jemedar, in succession to Etmetter Balmetter, deceased 26th March 1855.

No. 382 of 1855.—The following Native promotions are made :—

Corps of Gun Lascars.

Date of Rank.

Jemedar Jotee Bhosla to be Subedar, and Havildar Luximon Powar to be Jemedar, in succession to Cannoo Gotaul, pensioned 1st January 1855.

No. 383 of 1855.—The following Orders are confirmed :—

Dated 30th March 1855.—By Brigadier Macan, directing (at the requisition of the Political Agent) Assistant Surgeon Browne, M.D., of the 23rd Regt. N. L. I., to perform the duties of Civil Surgeon at Rajkote, on the departure of Assistant Surgeon Fraser from that Station, until further orders.

Dated 5th April 1855.—By the Right Honorable the Governor and Commander in Chief of the Garrison, appointing Surgeon Hamilton, the Senior Medical Officer in the Garrison, until further orders, to officiate as Superintending Surgeon, Presidency Division and Indian Navy, from the date of Superintending Surgeon Boyd's retirement from the Service.

Dated 8th April 1855.—By Lieutenant Colonel Penney, appointing Lieutenant C. A. Loch to act as Adjutant to the 1st Regt. L. C. (Lancers), during the absence of Lieutenant F. Loch on leave, or until further orders.

Dated 10th April 1855.—By Major General G. J. Wilson, appointing Lieutenant Warren, of the 20th Regt. N. I., to act as Interpreter to Her Majesty's 64th Regt., during Lieutenant Benison's absence on leave, or until further orders.

Dated 10th April 1855.—By the same Officer, directing Surgeon Forbes, Civil Surgeon at Dharwar, to afford Medical aid to the 5th Regt. N. L. I. and to all authorised Camp Followers at that Station, until further orders.

No. 384 of 1855.—Captain J. R. Hawkins, Commissary of Ordnance, Poona Division, is allowed leave of absence for one month, to proceed to the Presidency on duty, the Arsenal being placed in charge of Conductor Thomas Shore during such absence, on Captain Hawkins's responsibility.

Bombay Castle, 7th May 1855.

No. 385 of 1855.—The undermentioned unposted Ensigns of the Infantry are permanently posted to Regiments to fill existing vacancies, and Regimental Rank is assigned to them as follows :—

Rank and Names.	Regimental Rank.	To what Corps posted.
Ensign Edmund Kerrich	29th March 1855.	29th Regt. N. I. as 5th Ensign.
Ensign Clement George Turner Rooke...	Do.	2nd Eur. Regt. L. I. as 10th Ensign.
Ensign John Samuel Graves	Do.	1st Eur. Regt. (Fus.) as 2nd Lieutenant.
Ensign William Jacob	Do.	7th Regt. N. I. as 5th Ensign.
Ensign John Watson Macclesfield Anderson.	Do.	26th Regt. N. I. as 5th Ensign.
Ensign William Vincent Davenport	Do.	21st Regt. N. I. as 5th Ensign.
Ensign Elliott Seward Ostrehan (not arrived)	Do.	25th Regt. N. I. as 5th Ensign.
Ensign Arthur Barnardiston	Do.	2nd Gr. Regt. N. I. as 5th Ensign.
Ensign George Tyler Estridge	Do.	24th Regt. N. I. as 5th Ensign.
Ensign Henry Monteith Fullerton	Do.	10th Regt. N. I. as 5th Ensign.
Ensign Gerald Hume Kennedy	Do.	3rd Regt. N. I. as 5th Ensign.

No. 386 of 1855.—The following appointment is made :—

Lieutenant H. F. Hancock, of the Engineers, to be Adjutant of the Corps of Sappers and Miners, vice Gillespie, deceased.

No. 387 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, dated Fort William, 5th January 1855, No. 24 :—

“ The Most Noble the Governor General of India in Council is pleased to notify that the Honorable the Court of Directors have approved of, the appointment of Orderly-room Clerks for each Brigade and Battalion of European Artillery in the same manner as is allowed in European Infantry Regiments. This arrangement is to have effect from the 2nd November 1854, the date of receipt of the Honorable Court's letter at this Presidency.

“ His Lordship in Council is further pleased to notify that the provisions of the General Order No. 601, of the 27th July 1853, regarding an additional allowance after seven years' approved service, are equally applicable to the Orderly-room Clerks of European Artillery.

(Signed) “ R. J. H. BRICH, Colonel,
“ Secy. to the Govt. of India, in the Military Department.”

No. 388 of 1855.—Assistant Apothecary A. Lafond is placed at the disposal of the Commander in Chief of the Indian Navy, for duty in that branch of the Service.

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, 4th May 1855.

No. 72 of 1855.—The Right Honorable the Governor in Council is pleased to make the following promotions of Engineers, from the 1st instant, to complete the Establishment :—

2nd Class Engineers to be 1st Class—

Messrs. H. S. Mercer,
W. Limerock,
J. Newberry,
W. Eastwood,
A. Urie, and
A. Robb.

3rd Class Engineers to be 2nd Class—

Messrs. W. H. Gilbert,
J. Stewart,
T. Smith,
J. Kerr, and
A. McKenzie.

2nd Class Naval-trained Engineer to be 1st Class Naval-trained—

Mr. E. Flynn.

3rd Class Naval-trained to be 2nd Class Naval-trained—

Mr. Sorabjee Rustomjee.

4th Class Naval-trained Engineers to be 3rd Class Naval-trained—

Messrs. Cowasjee Pestonjee,
G. Woodward,
J. McKay,
J. W. Fauxhall, and
W. Summers.

No. 73 of 1855.—Assistant Surgeon R. W. James is relieved from duty in the Indian Navy, and placed at the disposal of His Excellency the Commander in Chief.

No. 74 of 1855.—Mr. Charles Leveson Lane, Volunteer, arrived from England on the 21st ultimo, by the Steam-vessel "Erin."

Bombay Castle, 5th May 1855.

No. 75 of 1855.—Mr. William Johnstone, Senior Captain's Clerk, is promoted to the rank of Purser, from the 25th ultimo, vice Gibbon, retired.

Bombay Castle, 7th May 1855.

No. 76 of 1855.—Assistant Apothecary A. Lafond is placed at the disposal of the Commander in Chief of the Indian Navy, for duty in that branch of the Service.

Bombay Castle, 8th May 1855.

No. 77 of 1855.—With reference to General Order No. 55, dated 12th ultimo, the following appointments are made :—

Commander E. W. S. Daniell, Master Attendant, to the Command of the Indus Flotilla.
Captain J. Frushard to be Master Attendant.

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

Civil Appointments, &c.

JUDICIAL DEPARTMENT.

Bombay Castle, 4th May 1855.

Lieutenant J. W. Henry, Superintendent of Police, Ahmednuggur, was allowed leave of absence from the 5th to the 12th instant, to proceed to Bombay, preparatory to his departure for England.

Lieutenant J. Harpur, Assistant Superintendent of Police in Tanna, is allowed leave of absence for fifteen days, to proceed to the Deccan, on private affairs.

The leave of absence to the Neilgherry Hills granted on the 8th November 1853 to Mr. J. L. Johnson, Third Judge of the Small Cause Court, for the benefit of his health, is extended to the 15th of November next.

Bombay Castle, 5th May 1855.

Mr. J. G. White, of the Civil Service, has been examined in the Regulations, and found competent for the transaction of Magisterial business.

Bombay Castle, 9th May 1855.

Under the provisions of Section IV. of Act IV. of 1851, Mr. L. R. Ashburner, First Assistant Magistrate of Kaira, is vested with the full powers of a Magistrate in that Collectorate, with the exception of the powers to flog and to review.

Captain C. Hervey has been allowed to resume his appointment as Assistant General Superintendent of the Operations for the Suppression of Thuggee and Dacoity under this Presidency.

Captain C. Hervey, Assistant General Superintendent of the Operations for the Suppression of Thuggee and Dacoity, is allowed leave of absence for one month, on private affairs.

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

TERRITORIAL DEPARTMENT,

REVENUE.

Bombay Castle, 5th May 1855.

The following temporary re-distribution has been made of the Districts in charge of the Second Assistant and the District Deputy Collector of Belgaum :—

The Second Assistant Collector to have charge of Chickoree and Pursghur, and
The District Deputy Collector of Uthnee and Gokak.

Bombay Castle, 7th May 1855.

Mr. W. D'Oyly, Settlement Officer, Rutnagherry, delivered over charge of his office to Lieutenant T. Waddington, Assistant Superintendent of the Rutnagherry Revenue Survey, on the 1st instant.

Bombay Castle, 9th May 1855.

Mr. J. N. Rose, Collector of Sattara, is permitted to remain in the Districts of that Collectorate on duty, until the setting in of the rains.

PUBLIC WORKS DEPARTMENT.*Bombay Castle, 5th May 1855.*

With reference to the Government Notification of 17th April, the following appointments are made from 1st May 1855 :—

Captain W. S. Stuart to be Executive Engineer, Belgaum Collectorate.	
Lieutenant D. Thomson to be Acting Executive Engineer, Kolapoor Territory.	
Captain H. A. Adams, 13th Regt. N. I., to be Executive Engineer, Sholapoor Collectorate.	
Captain W. D. Graham to be Executive Engineer, Poona Collectorate.	
Lieutenant J. A. Fuller to be Executive Engineer, Tanna Collectorate.	
Lieutenant J. S. Trevor to be Executive Engineer, Nassick Sub-Collectorate and Peint State.	
Lieutenant Davidson to be Executive Engineer, Kurrachee Collectorate.	
Lieutenant J. G. Fife to be Executive Engineer, Hyderabad Collectorate.	
Captain A. H. Curtis, 2nd Gr. Regt. N. I., to be Executive Engineer, Shikarpoor Collectorate.	
Captain Houghton, 14th Regt. N. I.,	} To be Assistant Executive Engineers in the Southern Province; their services to be at the disposal of the Superintending Engineer.
Lieutenant W. W. Goodfellow,	
Lieutenant Connell, 11th Regt. N. I.,	} To be Assistant Executive Engineers in the Central Province; their services to be at the disposal of the Superintending Engineer.
Mr. J. Hart,	
Mr. Conductor Whittenbury,	} To be Assistant Executive Engineers in the Northern Province; his services to be at the disposal of the Superintending Engineer.
Lieutenant Cotgrave,	
Lieutenant Finch,	} To be Assistant Executive Engineers in the Scinde Province; their services to be at the disposal of the Superintending Engineer.
Lieutenant Henry, H. M.'s 86th Regt.,	
Lieutenant Gilmore, H. M.'s 78th Regt.,	} To be Assistant Executive Engineers in the Scinde Province; their services to be at the disposal of the Superintending Engineer.
Lieutenant Mungavin, V. B.,	
Mr. H. West,	
Lieutenant Griffith to be Assistant Executive Engineer in the Northern Province; his services to be at the disposal of the Superintending Engineer.	
Lieutenant Melliss, 8th Regt. N. I.,	} To be Assistant Executive Engineers in the Scinde Province; their services to be at the disposal of the Superintending Engineer.
Mr. Woodhouse,	

GENERAL DEPARTMENT.*Bombay Castle, 9th May 1855.*

Professor J. Harkness, A.M., Principal of the Elphinstone College, to be Educational Inspector for the Presidency Division, including the Northern and Southern Concans.

Surgeon G. M. S. Seward to be Educational Inspector for the Deccan Division.

Mr. T. C. Hope to be Educational Inspector for the Guzerat Division.

ECCLESIASTICAL DEPARTMENT.*Bombay Castle, 7th May 1855.*

The Reverend H. H. Brereton is promoted to the rank of Chaplain, from the 23rd April 1855, the date of the decease of the Reverend J. N. Allen.

By Order of the Right Honorable the Governor in Council,

W. HART, *Secretary to Government.*

MEDICAL DEPARTMENT,**CIVIL.**

Assistant Vaccinator Khan Mahomed, of the Vaccinating Establishment, Scinde Division, is discharged the Service.

Senior Apprentice Wadhoo Mullud Gidhoo Mull is promoted to Assistant Vaccinator, Scinde Division.

Mehir Chund Wulud Heeranund is admitted as Junior Apprentice, to fill the vacancy in the above Establishment.

Bombay, Medical Board Office, 9th May 1855.

By order of the Medical Board,

W. C. COLES, M.D., Assist. Surgeon,
Acting Secretary Medical Board.

PROCLAMATION.**GENERAL DEPARTMENT.**

Whereas at a General Sessions, held by the Justices of the Peace for the Presidency of Bombay on the 20th April 1855, it was deemed expedient to raise the Assessment now made under and by virtue of the provisions of the 33rd George III. Cap. 52, on the owners and occupiers of

houses, buildings, and grounds in the Town of Bombay, to an amount equal to 7½ per cent. of the gross annual values thereof, and the said Justices have requested the Governor in Council to authorise them to make a further Assessment on the said owners and occupiers, bringing the Assessment for the current year up to the amount aforesaid; and the Governor in Council having given full consideration to the purpose for which the said further Assessment is required, and the same being, in his judgment, urgent and within the meaning of the said Act: It is ordered that the said Justices be, and they are hereby authorised, from and immediately after the publication of this Order in the Government Gazette, to make a further Assessment on the owners and occupiers of houses, buildings, and grounds within the Town of Bombay, so that the whole of the Assessment to be made during the current year shall not exceed seven and a half per cent. of the gross annual value of the said houses, buildings, and grounds.

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

W. HART,
Secretary to Government.

Bombay Castle, 9th May 1855.

FINANCIAL DEPARTMENT.

On and after 1st May next, all advances to the Executive Engineers, whether on account of salaries or works in progress, will be made from the Civil Treasuries only. Such advances will be charged to "Public Works Department."

2. The Civil Treasurers and Executive Engineers will exchange Receipts for the Balance Debtor on 30th April next, of the Executive Engineers' Account Current, the Civil Treasurer acknowledging the balance as paid into the Treasury on 30th April, and the Executive Engineer acknowledging the receipt of the amount as an advance on 1st May. These advances will be charged, as above directed, to "Public Works Department." The Civil Treasurers and Executive Engineers concerned are required to effect this promptly and carefully. The object is not only to charge the balances to "Public Works Department," which could be effected without the exchange of Receipts, but for a special purpose pertaining to this year only, to cause the Balances Debtor of the Executive Engineers' accounts to appear as advances of the year 1855-56.

3. Superintending Engineers, who may have received advances on account of salaries and establishment, are required similarly to repay any unadjusted balance remaining to their debit on 30th April next, and to take a fresh advance on 1st May.

4. The Military and Marine Accounts Current, closed on 30th April next, will be adjusted by repayment of the balance by means of advances taken, on or after 1st May, from the Civil Treasury for the purpose.

5. In supersession of existing restrictions in respect of advances to Executive Engineers, the following Rules are prescribed:—

6. The Civil Treasurers will advance, on demand, such sums not less than Rupees 300, and in even hundreds, as the Executive Engineer may certify to be necessary for his current sanctioned operations, without further detail, provided that after 31st October next no advance be made until the Executive Engineer's Account Current of the previous half year shall have been received correct, so far as the Civil Treasurer can determine.

7. The advances taken by the Executive Engineers will be adjusted by bills rendered to the Chief Engineer of Public Works for audit, and copies of the intimations of the amounts passed on audit to the credit of the Executive Officers will be sent by the Chief Engineer of Public Works to the Civil Treasurers concerned, to enable them to show the adjustment of the advances in their books.

8. Executive Engineers, from 1st May next, will render but one Account Current in the Public Works Department, without distinction of the several other departments to which the charges may belong.

9. The Chief Engineer of Public Works will open books of account in his Office, to be called "Public Works Account," which is to be a suspense account for ledgering, under such heads of charges as the Accountant General may prescribe, the sums passed by the Chief Engineer of Public Works to the credit of Officers of the Public Works Department.

10. The Chief Engineer of Public Works will submit to the Accountant General an annual statement of the actual receipts and disbursements of the Public Works Department, distinguishing in the receipts the amounts advanced from each several Treasury, and distinguishing the disbursements under the heads "Public Works Ordinary," and "Public Works Extraordinary," and "Cash Balance," with the other subordinate headings, according to the 11th paragraph of Extract No. 930 from the Proceedings of the Most Noble the Governor General of India in Council in the Financial Department, under date the 9th February 1855. This statement is to be rendered by the 1st August.

11. The Chief Engineer of Public Works will annually render to the Accountant General, on or before 1st May, as correct an estimate as can be conveniently framed of the expenditure of the Public Works Department of the ensuing year, under the several heads noted in the foregoing paragraph; and, on or before the 1st October, will render a corrected estimate, similarly framed.

12. When Executive Engineer Officers receive sums of money from extraordinary sources, such as the Sale of Stores (with the value of which the Executive Engineer has not been debited), or Travellers' Bungalow Fees, they are required to pay such sums into the Civil Treasuries, and to make an entry of the transaction in their Accounts Current, debiting themselves with the receipt, and crediting themselves by the payment into the Treasury. These entries are necessary to ensure due account thereof by the Civil Treasury.

By order of the Right Honorable the Governor in Council,
W. HART,

Secretary to Government.

Bombay Castle, 27th April 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 Nassick, 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 Nassick 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 Nassick, for the purposes described in the application aforesaid, or any of them, may declare themselves accordingly, before Assistant Surgeon S. M. Pelly, the Assistant Magistrate of Nassick, 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, 5th May 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 Betgeeree, in the Dharwar 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 Betgeeree 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 Betgeeree, for the purposes described in the application aforesaid, or any of them, may declare themselves accordingly, before T. Ogilvy, Esq., the Magistrate of Dharwar, 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, 9th May 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 Dharwar, 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 Dharwar 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 Dharwar, for the purposes described in the application aforesaid, or any of them, may declare themselves accordingly, before T. Ogilvy, Esq., the Magistrate of Dharwar, 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, 9th May 1855.

Notice

Is hereby given, that persons desirous of entering into a contract for supplying NATIVE BOATS and other Country Craft, and TONNAGE, for the conveyance of Troops, Followers, Stores, &c. to Aden, any ports of the Persian Gulf, and Zanzibar, for a period 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 25th 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 they will undertake the contract, on the understanding that the duties of the same must be performed in a satisfactory manner as ordered, free of all charges beyond the stipulated price, and that the supplies made under it are liable to objection or rejection by the executive Commissariat Officer, or by the indenting or receiving Officers; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits, in this Office, in cash, the sum of Rupees one hundred and sixty-five (165), 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 six hundred and sixty-three (663), which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. The contractor will be required to sign and seal a contract, stipulating that the rates contracted for shall include all fees and other charges leviable on vessels at the different outposts, as also that demurrage shall not be paid for Sundays.

5. The Commander in Chief of the Indian Navy, and all Government Officers, shall be at liberty to use Government boats or other craft when they may think it expedient.

6. All boats and other craft supplied are to be surveyed and approved of by an Officer or Officers of the Indian Navy, or of the Master Attendant's Department, and the contractor will be held strictly responsible for the safe delivery of every description of goods and stores confided to his charge for transport, and must deliver them in the same state as when made over to him or those in his employ, and must make good all deficiency and damage sustained by goods and stores while in charge of himself, his Tindals, Nacodas, and others in his employ, during the passage (the dangers of the sea and capture by the enemy excepted), and he shall sign receipts for all goods and stores immediately they are made over to him, his Tindals, Nacodas, and others in his employ.

7. 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, this Department may immediately cause the required tonnage, &c. to be hired 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 Rupees 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; 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 3 of this Notice will be forfeited to Government.

8. 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 convey stores, supply tonnage, &c. in an improper manner, 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.

9. 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 the Quarter Master General's 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

that Department, when it may be considered desirable for the public service to require such attendance.

10. 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.

11. Bills for tonnage supplied under this contract must be preferred within one month from the date of the supply being made, in default of which the contractor will forfeit the full value of the tonnage, &c. supplied for which bills have not been so preferred, unless it clearly appear, to the satisfaction of the Commissary General, that the delay was unavoidable.

12. 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.

13. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in Clause 10 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.

14. The annual outlay on the above contract is estimated at Rupees three thousand three hundred and sixteen (3,316).

15. 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,

9th May 1855.

જાહેર ખબર.

હિઆથી આપવામાં આવે છે, જે તારીખ ૨૫ મી ચાલતા મહિનાની જે શુક્રવારને દિને બપોરના બેરોબર કલાક ૧ વાગે મુબાઈની કમિસરી આશીરામાં નીચે લખેલા બંદો આતે લશ્કર અને માલ એ વતરોગે લઈ જવાને વાસ્તે બંદો લા દાવ અને ધોનેજ વતરોગે આપાવનું કંટરાકટ બે વરશનું વેચવામાં આવશે તે જે તારીખથી કબુલ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

એદન પરશીઅન ગલફના હરેક બંદે અને જનજીબાર આતે.

જે રાખરા એ કંટરાકટ લેવા ચાહાતો હોએ તેણે આએ આશીરામાં દર રોજ કલાક ૧૧ થી તે ૫ થી અરજ કરી આથી ભાવના લિસ્ટની નકલ તથા તે રિવાએ જે કાંઈ ખબર જોશો તે આપવામાં આવશે.

મુબાઈની ડેપીટી કમીસરી જનરાલ સાહેબની

આશીરા તારીખ ૯ મી એ રાને ૧૮૫૫

કરાવી.

R. J. SHAW, Major,

Assist. Commissary General, in Charge.

OPIUM MEMORANDUM for the Week ending Tuesday, 8th May 1855.

YEARS.	PASSES GRANTED AT INDORE				IMPORTED INTO BOMBAY				EXPORTED BY SEA				Balance unaccounted for.	OF THE SEASON 1854-55.	Per Barque "Madhu"	Per Ship "Nimrod"	Chests 14 " 8 Total...Chests 22
	Up to 1st May 1855.	From 2nd to 8th May 1855.	Total.		Up to 1st May 1855.	From 2nd to 8th May 1855.	Total.		Up to 1st May 1855.	From 2nd to 8th May 1855.	Total.						
For 1851-52	26,047½	..	26,047½	6½	26,041	..	26,047½	20,047½	26,038½	20,038½	20,038½	2½					
" 1852-53	27,955½	..	27,955½	6	27,949½	..	27,955½	27,955½	27,888½	..	27,888½	61					
" 1853-54	25,266	..	25,266	3½	25,262½	..	25,266	25,121½	25,121½	..	25,121½	141½					
" 1854-55	21,439	337	21,796	2½	20,001½	88	20,152	15,517½	15,539½	22	15,539½	4,600½					

Detail of Exports from 2nd to 8th May 1855.

C. J. DAVIES,

Deputy Commissioner of Customs, Salt, and Opium.

Bombay, Office of Commr. of Customs, Salt, and Opium, 9th May 1855.

Notice.

To be sold by PUBLIC AUCTION, at the Government Cooperage, on Tuesday next the 15th instant, at 12 o'clock, noon, 1,100 HOGSHEAD PACKS, or more, with Six Iron Hoops each, including two on each Pack; also 300 WATER HOGSHEADS. A deposit of 25 per cent. to be paid on each lot being knocked down, and the lots to be paid for and cleared away within two days, or resold at the risk and expense of the first purchaser. The lots will be open for view daily, from 11 A. M. until 3 P. M., Sunday excepted.

J. GRANT, Lieut. Colonel,
Agent for Gun Carriages.

Government Cooperage Office,
Bombay, 9th May 1855.

Notice.

Verbal offers will be received at this Office, at noon precisely, on Monday next the 14th 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:—

- 20 Yards Bed Ticking, Europe.
- 50 Crown Glass, 12 by 10 inches.
- 50 Do. do. 8 by 10 inches.
- 1 lb. Silver Solder.
- 20 Quires Sand Paper, Europe.
- 1 Desk, Writing, requires to be Covered with New Cloth.
- 10 cwt. Nails, Iron, Europe, 20-Penny.
- China Matting for the Chambers of the Honorable the Chief Justice of the Supreme Court.
- 1 Pair of Sammy Stones.
- 2 Files, 3-square, 8-inch, with Handles.
- 100 lbs. Copper, Sheet, No. 19, Wire Gauge.
- 880 lbs. Do., Bolt, 1½ inch diameter.
- 1 Todd's Johnson's Dictionary.

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,
8th May 1855.

બહાર ખર્ચ :

એવું જે દેવુડી કમીસરી જનરાલ સાહેબની આશીસમાં ચાલતા મહિનાની તારીખ ૧૪ મી અને આવતા રોમવાર ને દિને બપોરનાં નીચે લખેલો તથા એસિવાએ બીજી રામન આપવાને વાસ્તે બહાર લિલાઈ યામે.

૨૦ વાર તરાઈનું કપડ વેલાતી.

૫૦ ફાઉન ગલાસ ૧૨ × ૧૦ ઇંચના.

૫૦ ફાઉન ગલાસ ૮ × ૧૦ ઇંચના.

૧ રતલ રૂપાનો દાક.

૨૦ કુવેર પાલીસ કરવાના કાગજ વેલાતી.

૧ લખવાની મેજને નવા કપરાથી કવર કરવાનું છે.

૧૦ હંડેરેજેટ લોરાના ખિલા વેલાતી ૨૦ પેનીનાં.

ચીનાઈ સાદરી શુશ્રીમ કોરટના જરૂરના આરગ્રમો ને વાસ્તે.

૧ પેર રામીનો પથરો.

૨ કાનસ ૩ સ્કુવેરની ૮ ઇંચની હાથા સાથે.

૧૦૦ રતલ તાંબાના પતરાં ના. ૧૬ ના વામ્બેરજેજના.

૮૮૦ રતલ તાંબાના બોલટ ૧૧ ઇંચ ગેરાવામાં.

૧ ટાડ જનરાલ ડિકરાનારી અથવા (ફરંગ.)

આએ આફ્રીસમાં (આદીતવાર સિવાએ) કલાક ૧૦ થી તે ૫ થુધી અરજ કરેઆથી ઉપર લખેલા સાંમનના નમુના દેખાડીયામાં આવશે તથા જે કંઈ બીજી ખર્ચ જોઈશે તે પણ આપવામાં આવશે.

મુંબાઈની દેવીઉરી કમીસરી જનરાલ સાહેબની આફ્રીસ તારીખ ૮ મી મે રાને ૧૮૫૫ ઇસવી.

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

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.

The Bank undertakes the safe custody of Government Securities, Bank Shares, and other Indian Stock Certificates, also the purchase or sale of the same, and realizes the Interest and Dividends as they become due; and is also authorized to

transact the business hitherto carried on by the Government Agents for the public Creditors of Government and others, whether residing in Europe or elsewhere.

By Order of the Board of Directors,

J. STUART,

Secretary and Treasurer.

Bank of Bombay,
21st December 1854.

MILITARY

ARRIVALS AND DEPARTURES.

1855

ARRIVALS.

1st May.	Captain R. T. Goodwin, 10th Regt. N. I., on duty, from Neemuch.
3rd "	Lieutenant and Adjutant W. Scott, 13th Regt. N. I., to rejoin, from Malabar Hill.
" "	Ensign J. Galloway, 13th Regt. N. I., to rejoin, from Poona.
4th "	Ensign F. C. Donne, 3rd European Regiment, on duty, from Poona.
" "	Lieutenant W. N. Dyott, 3rd European Regiment, on duty, from Poona.
" "	Assistant Surgeon J. Turner, Horse Artillery, on duty, from Poona.
" "	Lieutenant Colonel J. S. Leeson, Horse Artillery, on Medical certificate, from Poona.
5th "	Lieutenant J. W. Younghusband, 8th Regt. N. I., on Medical certificate, from Dera Ismail Khan.
" "	Ensign C. W. Deville, 12th Regt. N. I., from leave, from Hyderabad.
" "	Lieut. Colonel J. Liddell, 3rd European Regiment, on Medical certificate, from Poona.
" "	Brigadier A. Woodburn, C.B., Commanding Rajpootana Field Force, on leave, from Kurrachee.
" "	Captain P. J. Carruthers, 2nd Madras Cavalry, on Medical certificate, from Jaulnah.
" "	Ensign C. F. Keays, 14th Regt. N. I., on duty, from Poona.
6th "	Lieutenant J. S. Trevor, Engineers, on leave, from Nassick.
7th "	Lieutenant T. B. Webster, 15th Regt. N. I., from leave, from the Cape of Good Hope.
8th "	Lieutenant J. W. Henry, Staff, on leave, from Ahmednuggur.
" "	Brevet Major Keith Jopp, 10th Regt. N. I., from leave, from Egypt.
" "	Cadet F. Warden, Infantry, to join, from England.
" "	1st Lieutenant H. St. Clair Wilkins, Engineers, to join, from England.
" "	Cadet E. W. Trevor, Infantry, to join, from England.
9th "	Assistant Surgeon Ballingall, Jamsetjee Jejeebhoy Hospital, to join, from Ahmednuggur.
" "	Assistant Surgeon W. J. Moore, Medical Establishment, on duty, from Nussereabad.
" "	Surgeon A. Gibson, Civil employ, on duty, from the Deccan.

1855

DEPARTURES.

1st May.	Superintending Surgeon T. S. Cahill, M.D., Medical Staff, on Medical certificate, to Sea.
2nd "	Major D. Ross, 51st Bengal N. I., on leave, to Europe.
" "	Captain F. E. Voyle, 39th Bengal N. I., on leave, to Europe.
" "	Major W. Kendall, Engineers, on Medical certificate, to Europe.
3rd "	Captain Gall, H. M.'s 14th Dragoons, to rejoin, to Kirkee.
6th "	Lieutenant W. Rose, 25th Regt. N. I., to rejoin, to Ahmedabad.
7th "	Lieutenant T. B. Gibbard, Horse Artillery, to rejoin, to Poona.

- 8th May.—Assistant Surgeon J. G. Fraser, Civil Surgeon, on duty, to Admednuggur.
 9th " Assistant Surgeon A. Fox, Medical Establishment, on duty, to Kurrachee.
 " " Captain Cottell, 45th Madras N. I., on Medical certificate, to England.
 " " Lieutenant Pritchard, 15th Bengal N. I., on Medical certificate, to England.

*Bombay, Town Major's Office,
 9th May 1855.*

SHIPPING INTELLIGENCE.

1855 ARRIVALS.

- 3rd May.—Steamer Mountstuart Elphinstone, C. W. Macdonald, from Surat 2nd May.
Passengers—J. Jenkins, Esq.; Major H. Evans; and 78 Natives.
 4th " Ship Prince of Wales, C. Puddicombe, from Aden 9th April.
 " " Ship Charlotte, C. J. Liebschwager, from Mangalore 18th April.
Passenger—Mr. Linton, Transport Agent.
 5th " Steamer Bombay, G. Boys, from Kurrachee 2nd May.
Passengers—Brigadier Woodburn; Lieutenant and Mrs. LaTouche; Captain Younghusband; P. M. Dalzell, Esq.; Ensign Beville; and Master George Hutchinson.
 " " Steamer Sir J. R. Carnac, F. M. Ellis, from Dammun 4th May.
Passengers—133 Deck Passengers.
 " " Ship Jessica, H. Eastman, from Suez 3rd March.
 7th " Steamer Phlox, J. Clark, from Surat 6th May.
Passengers—100 Natives.
 " " Steamer Norna, W. H. Roberts, from Hong-Kong 15th April.
Passengers—Captain Wistler; Mr. Moir; Lieutenant English; Mr. Princep; The Governor of Goa, and Family; and 3 Parsees.
 8th " Steamer Madras, W. Parfitt, from Aden 30th April.
Passengers—Mrs. Bromley, and Native Servant; Mr. Warden; Mr. Case; Mr. Latimer; Mrs. Trevor; Mr. Nownham; Mr. DeMello; Mr. R. Parsons; Mr. Sillar; Mr. Rozzie; Mr. Pennell; Mr. Jones; Mr. Mossuf; Mr. Trevor; Mr. Barry; Miss Morse; Mr. Henderson; Mr. Wilkins; Mr. Barbero; Mrs. Lyons, and 2 Children; 3 Medical Officers, and 87 Camp Followers; Major Jopp; and 4 Natives, Deck.
 " " Steamer Lowjee Family, J. Norman, from Surat 7th May.
Passengers—150 Natives.
 " " Ship David Brown, G. S. Brewster, from London 1st February.
Passengers—Lieutenant Campbell; E. Browne, Esq.; and Mrs. Brewster.
 " " Steamer Dwarka, J. Woolley, from Surat 7th May.
Passengers—Lieutenant Farquharson; Lieutenant Burrowes; Dr. Moore; J. Scott, Esq.; and 70 Natives.

1855 DEPARTURES.

- 2nd May.—Steamer Lowjee Family, J. H. Norman, to Surat.
Passengers—75 Natives.
 " " Steamer Cadiz, A. R. Aldham, to China.
Passengers—For Hong-Kong: Mr. Angus; Cursetjee Rustomjee, Esq., and 2 Servants; Framjee Hormusjee, Esq., and 2 Servants; Jafferbhoy Budroodin, Esq., and 2 Servants. *Second Class*: Hormusjee Jeewanjee, Esq., and Servant. *To Penang*: Lieutenant Church, and Servant. *To Calcutta*: Sir Lawrence Peel, and Servant. *To Madras*: Mr. Morehead, and Servant; Honorable Mr. and Mrs. Elliott, 1 European and 2 Native Servants. *To Galle*: Mr. A. Clement.
 " " Steamer Precursor, A. B. Farquhar, to Calcutta.
 " " Steamer Phlox, J. Clark, to Surat and Gogo.

Passengers—To Surat: 51 Natives. To Gogo: 60 Natives.

- 3rd May.—Ship Leicester, J. Scouller, to Liverpool.
 " " Steamer Sir Jamsetjee Jejeebhoy, C. Menesse, to Surat.
Passengers—Several Natives.
 " " Ship Senator, C. F. Lees, to Liverpool.
 4th " Steamer Dwarka, J. Woolley, to Surat.
Passengers—101 Natives.
 6th " Steamer Mountstuart Elphinstone, C. W. Macdonald, to Surat and Gogo.
Passengers—To Surat: Lieutenant Lawrence, and several Natives. To Gogo: Lieutenant Rose; and several Natives.
 " " French Ship Marie Mathilde, A. Cousin, to Marseilles.
 7th " Ship City of Lincoln, G. J. Burn, to Liverpool.
 8th " Barque Royal Victoria, Adamjee Essawjee, Nacoda, to Colombo.
Passengers—Mr. Hormusjee and Family, and a Servant.
 " " Steamer Sir J. R. Carnac, F. M. Ellis, to Surat.
Passengers—Several Natives.

A. K. CORFIELD,
 Senior Magistrate of Police.

Bombay, Police Office, 9th May 1855.

NOTICE.—A QUARTERLY GENERAL MEETING of the Subscribers to the BOMBAY CIVIL FUND will be held at the Town Hall, on Wednesday the 16th instant, at half-past 4 o'clock P. M.

By order of the Trustees,
 C. J. ERSKINE,
 Secretary Civil Fund.

*Bombay, Civil Fund Office,
 9th May 1855.*

NOTICE is hereby given, with respect to the Partnership lately existing in Canton between NESSERWANJEE ARDASEER BHANJAH and JAMSETJEE EDULJEE ATHAJEE, and dissolved on the 31st December 1853, that all responsibilities of the Business up to the time of the dissolution are solely vested in the said NESSERWANJEE ARDASEER BHANJAH, according to the Terms and Conditions of a Release executed mutually by the undersigned on February 14th, 1855.

NESSERWANJEE ARDASEER BHANJAH.
 JAMSETJEE EDULJEE ATHAJEE.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

THE Scales of Premiums of this Company are now greatly reduced, and the Lives of healthy persons, Civil or Military, in any part of the world, are assured at as low rates of Premium as can be taken consistently with perfect security. *Extract from the Tables of Annual Premiums required for an Assurance of Rs. 1000, or £100, at the Reduced Rates.*

Age.	CIVILIANS.			MILITARY AND NAVAL.		
	One year.	Seven years.	Whole life.	One year.	Seven years.	Whole life.
	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.
18	18	20	27	24	26	32
25	22	23	31	28	29	36
30	25	26	34	31	32	39
35	28	30	38	34	36	43
40	31	33	43	37	39	47
45	35	37	48	41	43	52

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

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

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

RATES OF EXCHANGE.

On London at 6 months' sight.....	2s. 0½d. per Rupee.
" " 3 " "	2s. 0¾d. "
" " 2 " "	2s. 0½d. "
" " 1 " "	2s. 0¼d. "
" " sight	2s. "
On Scotland "	" "

On Ireland, at sight	} 1s. 11¾d. per Rupee.
Circular Notes payable throughout Europe.....	
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, 9th May 1855.

Post Office Notifications.

OVERLAND MAIL.

The Overland Mail, *viâ* Marseilles and *viâ* Southampton, per P. & O. Company's Steamer "NORNA," will be closed on FRIDAY the 11th instant, at 6 o'clock p. m.

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

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

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

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

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

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

Post Office Packets for *KURRACHEE and SCINDE, per Steamer "BOMBAY," will be closed on MONDAY the 14th instant, at 2 o'clock p. m.

Bombay, General Post Office, 9th May 1855.

W. BLOWERS,
Deputy Post Master General.

PACKETS.

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

NAMES OF VESSELS.	AGENTS' NAMES.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	WHERE TOUCHING
Norna.....	P. & O. Steam Navigation Company..	12th instant	Aden.	
Bombay.....	Bombay Steam Navigation Company..	14th ditto	Kurrachee.	
Sultana.....	Messrs. Ritchie, Stuart, & Co.....	15th ditto	Liverpool.	
Golconda.....	Ditto	28th ditto	Clyde.	
Swallow.....	" Heycock & Co.....	20th ditto	China.	
Contest.....	" Lyon, Brothers, & Co.	1st proximo	Ditto.	

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

Bombay, General Post Office, 9th May 1855.

W. BLOWERS,
Deputy Post Master General.

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

NAMES OF VESSELS.	DATE OF DESPATCH.	TO WHAT PORT.
Elphinstone	5th instant.....	Surat.
Victoria.....	9th ditto	Kurrachee.

Bombay, General Post Office, 9th May 1855.

W. BLOWERS,
Deputy Post Master General.

NOTICE.

The P. & O. Company's Contract Steamers will leave Bombay for Point de Galle, Penang, Singapore, Hong-Kong, and Shanghai, on the undermentioned dates, during 1855:—

3rd June.	3rd October.
3rd July.	3rd November.
3rd August.	3rd December.
2nd September.	

As a general rule, the Mails will be closed at the Bombay General Post Office the previous evening, at 6 o'clock.

DUNCAN DAVIDSON,
Post Master General.

Bombay, Post Master General's Office, 7th May 1855.

NOTICE.

The following Table shows the TIME OF CLOSING OF THE MAILS in the Bombay General Post Office :—

Stations.	Hour of Closing the Mails.			Explanatory Notes.
	Letter Mails on Week-days.	Letter Mails on Sundays.	Bhangy Dawk.	
For Surat and Kurrachee, and other places in Guzerat and Seinde	4 P. M.	3 P. M.	4 P. M.	On Week-days, Letters and Newspapers may be posted until half-past 4 o'clock, on pay- ment of a fee of half a rupee each. No Bhangies can be received after 4 o'clock on Week-days, and none at all on Sundays.
For Calcutta, Madras, Ceylon, Poona, Ahmednuggur, Sattara, Mahabeshwur, Belgaum, Rut- nagherry, and for places on the Malabar Coast	5 P. M.	5 P. M.	4 P. M.	On Week-days and Sundays, Letters and Papers are received until half-past 5 o'clock, on payment of a fee of half a rupee each. No Bhangies can be received after 4 o'clock on Week-days, and none at all on Sundays.
For Tanna, Nassick, Malligaum, Dhoolia, and other places on the route to Indore, and North- West Provinces, and Punjab..	3 P. M.	1 P. M.	4 P. M.	On Week-days, Letters and Newspapers are received until half-past 3 o'clock, on pay- ment of a fee of half a rupee each. No Bhangies can be received after 4 o'clock on Week-days, and none at all on Sundays.

Detailed Time Tables may be seen at the Post Office.

Bombay, General Post Office, 7th May 1855.

W. BLOWERS,
Deputy Post Master General.

NOTICE.

With reference to the Post Master General's Notice dated 16th December 1854, it is hereby notified, that on the arrival of the Overland Mails, no Letters will be delivered at this Office, except those which are addressed to parties whose names have been registered.

Tickets of admission to the Post Office will be furnished to those whose names have been registered, and on presentation of these Tickets at the Delivery Windows, either by the principals, or their agents or servants, the Letters will be delivered. Bearing Letters *will not be delivered*, except on immediate payment of Postage.

No person will be admitted unless he can produce a Ticket. After the Window Delivery is over, the Public will be admitted as usual.

Letters for parties whose names are not registered will be sent out for delivery by the Post Office Peons ; and it is requested that the Public will not detain these men, but pay the Postage demanded, immediately on delivery of the Letters.

As soon as the Delivery Peons leave the Office, the delivery of Letters at the Windows will commence.

Any complaints of overcharge or misconduct on the part of the Peons will receive prompt attention.

W. BLOWERS,
Deputy Post Master General.

Bombay, 1st May 1855.

CIRCULAR No. 53 OF 1855.

POSTAL NOTICE.

The following is republished for general information :—

No. 470.

FORT WILLIAM, HOME DEPARTMENT,
The 30th March 1855.

NOTIFICATION.—The Honorable the President of the Council of India in Council has been pleased to authorise the following addition to be made to Section XXI. of the Rules for the Management of the Post Office Department, passed on the 12th August 1854 :—

No Parcel shall be received for transmission by Bhangy Post unless it be securely packed in cloth or wax-cloth, or tin, and no such Parcel, packed in cloth or wax-cloth, shall be received unless Seals, bearing distinct impressions of some device (not that of a current coin), be fixed at intervals, not exceeding three inches, along the lines of sewing by which the cover is secured.

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

DUNCAN DAVIDSON,
Post Master General.

Bombay, General Post Office, 18th April 1855.

NOTICE.

The Director General of the Post Office in India has been informed by the Secretary to the Post Office in England that, owing to non-compliance with the Regulations required to be observed in the form of addressing Letters sent to Great Britain by Soldiers serving in India, many such Letters have been charged with full Postage, instead of being delivered for the reduced rate authorised by law.

2. The Regulations referred to require that every Letter posted by a Soldier serving in India, if addressed to any place out of India, should be endorsed "*Soldier's Letter*," and should be certified as such by the signature of the Commanding Officer.

3. The attention of Officers in Command of European Troops in India is drawn to the Regulation stated above, and it is requested that they will make it known to the Men under their command, and explain to them that Letters which are not marked as Soldiers' Letters, and which do not bear the signature of the Commanding Officer on the address, are charged with full Steam Postage, instead of being delivered for One Penny per half ounce.

H. B. RIDDELL,

Director General of the Post Office in India.

Camp, the 22nd April 1855.

NOTICE.

The Bombay Postal Notice regarding British Overland Postage on Books, &c. dated 26th June 1854, is rescinded.

Packets of Books, Publications, or Works of Literature or Art, whether British, Colonial, or Foreign, and all Packets consisting of printed Votes and Proceedings of the Imperial Parliament or the Colonial Legislature, may be transmitted between any part of the United Kingdom and any part of the East Indies at the following rates of Postage, which must be prepaid :—

		s.	d.	Rs.	a.	p.
For each Packet not exceeding $\frac{1}{2}$ lb.	1 rate of Postage	or 0	8	or 0	5	6
" " exceeding $\frac{1}{2}$ lb. and not exceeding 1 lb.	2 rates of Postage	or 1	4	or 0	11	6
" " exceeding 1 lb. and not exceeding 2 lbs.	4 do. do.	or 2	8	or 1	5	6
" " exceeding 2 lbs. and not exceeding 3 lbs.	6 do. do.	or 4	0	or 2	0	0

Beyond which weight no Packet can be dispatched.

1st.—The above rates include Indian Postage.

2nd.—A Book Packet may contain any number of separate Books, Publications, Prints, Almanacs, or Maps, and any quantity of Paper, Parchment, or Vellum (to the exclusion of Letters, whether sealed or open); and the Books, Maps, Paper, &c. may be either printed, written, or plain, or any mixture of the three.

3rd.—The Packet must not exceed two feet in length, breadth, or width.

4th.—The name and address of the sender, and any words not in the nature of a Letter, may be written or printed upon the envelope or cover of the Packet, in addition to the name and address of the person to whom it may be forwarded.

5th.—The Books, &c. may be in any binding, mounting, or covering, whether such binding, &c. be loose or attached. In the case of Prints or Maps, Rollers may accompany them, and Markers, whether of paper or otherwise, may be sent with Books or other printed papers.

6th.—If a Book Packet be found to contain any enclosure which is sealed or otherwise closed against inspection, or any Letter, whether sealed or not, the Letter or other enclosure will be taken out and forwarded to the address on the Packet, charged with the full Postage as an unpaid Letter, together with an additional rate equal to the amount chargeable on a Book not exceeding half a pound in weight. The remainder of the Packet, if duly prepaid, will be forwarded without any extra charge.

7th.—If a Packet be not fully prepaid, according to its weight, but nevertheless bear Postage Stamps of the value of a single Book rate, it will not, as heretofore, become liable to the Letter rate of Postage, but will be forwarded charged with the deficient Book Postage, and an additional Book rate as a fine.

8th.—In the event of a Book Packet being posted altogether unpaid, or paid less than a single rate, it will be detained, and sent to the Dead Letter Office.

9th.—All Books, &c. posted under these Rules, must be transmitted from and to the Presidency Post Office by Bhanga Dawk.

DUNCAN DAVIDSON,

Post Master General.

Post Master General's Office, Bombay, 11th April 1855.

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 three days more should be allowed.

DUNCAN DAVIDSON,

Post Master General.

Baroda, 24th January 1855.

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.	28th May.	13th September.
6th March.	11th June.	4th October.
20th March.	27th June.	18th October.
3rd April.	11th July.	3rd November.
17th April.	30th July.	17th November.
2nd May.	13th August.	4th December.
12th May.	30th August.	18th December.

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.

સન ૧૮૫૪ નો આક્ટ ૧૭ નો.

લેજિસ્લેટિવ કૌન્સિલે ઠરાવ્યો તે ડિંડિઆના ગવર્નર જનરલે સન ૧૮૫૪ ના આગસ્ટ મહિનાની ૧૨ મી તારિખે મંજૂર કીધો.

ડાકનો વંદોવસ્ત કરવો, તથા ડાકનાં હાંસલના નિયમ ઠરાવવા, તથા ડાક સંબંધી ગુન્હા થાય તેની શિક્ષા કરવી, એ વાવતનો આવટ.

૧. સન ૧૮૩૭ નો આક્ટ ૧૭ મો, તથા સન ૧૮૩૮ નો આક્ટ ૨૦ મો, તથા સન ૧૮૩૯ નો આક્ટ ૧૭ મો, આ આક્ટ ઉપરથી રદ કીધા છે; પણ સદહૂં આક્ટો ઉપરથી વિજો હરકોઈ આક્ટ અથવા કાયદો સઘલો અથવા થોડો રદ થયો હોય તે વાવત તે આક્ટો રદ છે એવું સમજવું નહીં. અને આ આક્ટ અંમલમાં આવતાં પહેલાં જે કોઈ કૃત્ય અથવા ગુન્હો થયો હોય અથવા કન્યો હોય તે વાવત, અથવા અવેજ લેવાનો થયો હોય તે વાવત, અથવા દેડ અથવા ગુન્હેગારી લાગૂ થઈ હોય તે વાવત, અથવા હરકોઈ પ્રકરણ શુરુ થયું હોય તે વાવત પણ સદહૂં આક્ટ રદ છે એવું સમજવું નહીં.

પાછલા આક્ટ રદ કરવા વાવત.

૨. ઈસ્ટ ઇન્ડિઆ કંપની સરકારના મુલકમાં જે ઠેકાણે ઈસ્ટ ઇન્ડિઆ કંપનીએ ડાકો વેસાડી હોય અથવા વેસાડસે તે ઠેકાણે વાદચાહી ડાકમાંથી જનારાં પત્ર સિવાય વિજાં સર્વ પત્ર હેઠલ લખેલા પ્રકારના ન હોય તે એક ઠેકાણીથી વિજે ઠેકાણે ડાકમાંથી લેઈ જવાનો અનન્યગ્રાહ્ય* અધિકાર સદહૂં ઈસ્ટ ઇન્ડિઆ કંપનીને છે, અને હેઠલ લખેલા પ્રકારનાં પત્ર સિવાય વિજાં સર્વ પત્ર લેવાં તથા એકઠાં કરવાં, તથા મોકલવાં, તથા રવાનાં કરવાં, તથા પોંહોંચાડવાં, એ સઘલ્લાં ડાક સંબંધી પ્રાસંગિક† કાંમો કરવાનો અનન્યગ્રાહ્ય અધિકાર સદહૂં કંપનીને છે. ચેરીજ કરેલાં પત્રોની વિગત.

પત્ર લેઈ જવાનો અનન્યગ્રાહ્ય* અધિકાર ઈસ્ટ ઇન્ડિઆ કંપનીને આપ્યો છે તે વાવત.

૧. જ્ઞાનગી મિત્ર રસ્તે જતો હોય અથવા મુસાફરીએ અથવા પ્રવાસમાં જતો હોય તેની સાથે મોકલેલાં પત્રો. તે પત્રો જેનાં નામનાં હોય તેને તે મિત્રે પોંહોંચાડવાં જોઈયે; અને તે મિત્રે તે લેવાસાર, અથવા લેઈજવાસાર, અથવા પોંહોંચાડવાસાર, કોઈ મજૂરી અથવા ઇનામ લેવું નહીં, અથવા પોતાનો કોઈ વિજો નફો અથવા હિત કરી લેવું નહીં.

૨. મોકલનારાનાં અથવા જેને મોકલ્યાં હોય તેનાંજ કાંમનાં ચસૂસ કરીને જાસૂદસાથે મોકલેલાં પત્રો.

૩. માલ અથવા વિજો જનસ જલ્દમાંગે અથવા ચુસકીને રસ્તે મોકલી હોય તેજ વાવતનાં પત્રો. તે પત્રો જે માલ વાવત અથવા જનસ વાવત હોય તેનીસાથે પોંહોંચાડવાં જોઈયે. અને તે લેવાસાર, અથવા લેઈજવાસાર, અથવા પોંહોંચાડવાસાર, મજૂરી અથવા ઇનામ લેવું નહીં, અથવા વિજો કોઈ નફો અથવા પોતાનું હિત કરી લેવું નહીં.

પણ સદહૂં પ્રમાણે ચેરીજ કરેલાં પત્રો મોકલવાનો અધિકાર આપ્યો છે તે રીતે મોકલવાસાર એવાં પત્રો એકઠાં કરવાનો કોઈને આ કલમ ઉપરથી અધિકાર છે એવું સમજવું નહીં.

૩. સદહૂં મુલકમાં જે ઠેકાણે ઈસ્ટ ઇન્ડિઆ કંપનીએ ડાકો વેસાડી હોય અથવા વેસાડસે તે ઠેકાણે હેઠલ લખેલાં માંણસોએ પત્ર અથવા પત્રો એકઠાં કરવાં નહીં, અથવા લેઈજવાં નહીં, અથવા પોંહોંચાડવાં નહીં, અથવા લેઈ જવાસાર અથવા પોંહોંચાડવાસાર પોતાને સ્વાધીન લેવાં નહીં, અને એવું કરવા વાવત તેઓ મજૂરી અથવા ઇનામ ન લે તોપણ તેઓએ એવું કરવું નહીં. તે માંણસોની વિગત.

મનાઈ વાવત.

૧. મુસાફરો અથવા જેઓ માલ લેઈ જતા હોય તેઓ, તથા તેઓના નિસવતના હાકનારાઓ, અથવા તેઓના ચાકરો, અથવા તેઓના આડતિઆ, એ માંણસોએ પોતાનાં વાહનમાહેના માલ વાવત માત્ર જે પત્રો હોય તેજ લેઈ જવાં.

* અનન્યગ્રાહ્ય અધિકાર એટલે જે અધિકાર વિજાએ ચલાવવો નહીં તે.

† પ્રાસંગિક કાંમ એટલે પ્રસંગ પ્રમાણે નિકલે તે કાંમ.

૨. ઈસ્ટ ઇન્ડિઆ કંપની સરકારના મુલકમાં નદીમાંથી અથવા નેહરમાંથી અથવા એક વંદરેથી વિજે વંદરે જનારાં વાંઢાંણો અથવા આગવોટો અથવા વિજાં વાંઢાંણો હોય તેઓના ધળીએ તથા કમ્પાંડરે તથા તેઓના ચાકરે અથવા તેઓના આડતિઆઓ પોતાનાં વાંઢાંણ ઉપરના માલ વાવત માત્ર પત્રો લેઈ જવાં.

અધિકાર વિરુદ્ધ
ચાલ્યાથી ગુન્હેગારી
વેસસે તે વાવત.

૪. સદહૂં અનન્યગ્રાહ્ય અધિકારમાંથી સ્થેરીજ ન કરેલું પત્ર જે કોઈ ડાક વગર વિજી રીતે લેઈ જસે તેને એવાં લેઈ ગયેલાં દર એક પત્ર વાવત પચાસ રૂપિયા સુધી ગુન્હેગારી વેસસે; અને એવાં સ્થેરીજ ન કરેલાં પત્રો લેઈ જવાનો વહિવટ જે માંણસ રાખસે તેને એવા વહિવટનાં દર એક અઠવાડિયાં વાવત વઢી પાંચસો રૂપિયા સુધી ગુન્હેગારી વેસસે; અને એક ઠેકાણેથી વિજે ઠેકાણે પત્રો લેઈ જવા સંબંધી જે પ્રાસંગિક કામો કરવાનાં હોય તે કામો જે માંણસ ડાક છોડીને વિજી રીતે કરસે એટલે સદહૂં અનન્યગ્રાહ્ય અધિકાર માંથી સ્થેરીજ ન કરેલું પત્ર અથવા પત્રો લેસે, અથવા ગ્રહણ કરસે, અથવા તે વાવત કાઈ હુકમ કરસે, અથવા તે એકઠાં કરસે, અથવા લેઈ જસે, અથવા પાંહોંચાડસે, તેને એવાં દર એક પત્ર વાવત પચાસ રૂપિયાસુધી ગુન્હેગારી વેસસે; અને જે માંણસ એવાં પ્રાસંગિક કામો કરવાનો વહિવટ રાખસે તેને એવા વહિવટનાં દર એક અઠવાડિયાં વાવત પાંચસો રૂપિયાસુધી વઢી ગુન્હેગારી વેસસે; અને જે માંણસ સદહૂં અનન્ય ગ્રાહ્ય અધિકાર માંથી સ્થેરીજ ન કરેલું પત્ર ડાક છોડીને વિજી રીતે મોકલસે, અથવા એવું સ્થેરીજ ન કરેલું પત્ર ડાક છોડીને વિજી રીતે મોકલવા સારુ આપવા કાઢાડસે, અથવા આપસે, તેને તેવાં દર એક પત્ર વાવત પચાસ રૂપિયા સુધી ગુન્હેગારી વેસસે; અને સદહૂં લલ્લેલાં કામોમાંથી હરકોઈ કામ કરવાનો જે વહિવટ રાખસે તેને એવા વહિવટનાં દર એક અઠવાડિયાં વાવત પાંચસો રૂપિયાસુધી વઢી ગુન્હેગારી વેસસે; અને સદહૂં સ્થેરીજ કરેલાં પત્રો જે માંણસ ડાક છોડીને વિજી રીતે મોકલવા સારુ એકઠાં કરસે તેને એવાં દર એક પત્ર વાવત પચાસ રૂપિયા સુધી ગુન્હેગારી વેસસે; અને સ્થેરીજ કરેલાં પત્રો એવાં ઇરાદાથી એકઠાં કરવાનો જે વહિવટ રાખસે તેને એવા વહિવટનાં દર અઠવાડિયાં વાવત પાંચસો રૂપિયાસુધી વઢી ગુન્હેગારી વેસસે; આ આવટની ૩ જી કલમ વિરુદ્ધ કોઈ પત્ર લેઈ જસે, અથવા લેસે, અથવા પાંહોંચાડસે, અથવા પત્રો એકઠાં રકસે, તેને એવાં દર એક પત્ર વાવત પચાસ રૂપિયાસુધી ગુન્હેગારી વેસસે. અને જે કોઈ સદહૂં કામો માંથી કોઈપણ કામ કરવાનો વહિવટ રાખસે તેને એવા વહિવટનાં દર અઠવાડિયાં વાવત પાંચસો રૂપિયાસુધી વઢી ગુન્હેગારી વેસસે.

અંમલદારોનો નેમ-
ળુક વાવત.

૫. ડાકનું કામ ચલાવવા સારુ ઇન્ડિઆના ગવરનર જનરલ ઇન્ કૌંસલે પોતાને યોગ્ય દેખાય તે પ્રમાણે એક અથવા અનેક અંમલદાર નેમવા અને તેઓના હુદ્દાનાં નામો ઠરાવવાં. અને આ આવટના ઠરાવ વિરુદ્ધ ન થાય એવો અલ્ખ્યાર તેઓને આપવો તથા સોંપવો, અથવા સદહૂં પ્રમાણે કરવાનો અધિકાર ઠેકાણાં ઠેકાણાંની સરકારને આપવો.

પત્રોનાં હાંસલનાં
દર વાવત.

૬. જે ઠેકાણે ઈસ્ટ ઇન્ડિઆ કંપનીએ ડાકો વેસાડી હોય અથવા વેસાડસે તે ઠેકાણે જલ્લ માગેં અથવા સુસકીને રસે, અથવા કાઈ રસ્તા સુધી જલ્લ માગેં અને કાઈ રસ્તા સુધી સુસકીને રસે, જનારાં પત્રોની ડાકમાં જે પત્રો મોકલસે તેઓનું હાંસલ આ આવટમાં હેઠલ્લ લખ્યાપ્રમાણે ચકતીરૂપે અગાડ આપે તો તે હાંસલ પત્રનાં વજન પ્રમાણે હેઠલ્લ લલ્લેલાં પરિમાણ પ્રમાણે લેવું:

જે પત્રનું વજન પા તોલા કર્તી વધારે ન હોય તે દર એક પત્રનો અર્ધો આનો.

જે પત્રનું વજન પા તોલા ઉપર અને અર્ધાં તોલાની અંદર હોય તે દર એક પત્રનો એક આનો.

જે પત્રનું વજન અર્ધાં તોલા ઉપર અને એક તોલાની અંદર હોય તે દર એક પત્રના વે આના.

જે પત્રનું વજન એક તોલા ઉપર અને દોહોડ તોલાની અંદર હોય તે દર એક પત્રના ત્રણ આના.

જે પત્રનું વજન દોહોડ તોલા ઉપર અને વે તોલાની અંદર હોય તે દર એક પત્રના ચાર આના.

અને વે તોલા ઉપર વજન હોય તો વત્તાં વજનના દર એક તોલાએ વે વે આના જાસ્તી લેવા, અને વે તોલા ઉપર તોલાનો કાઈ અંશ વધારે હોય તોપણ એક તોલો વધારે થયો હોય તે પ્રમાણે હાંસલ લેવું.

જે લલ્લેટાનું અથવા વિજી જનસનું હાંસલ આ આવટ પ્રમાણે વિજા દર પ્રમાણે લેવાનું ન હોય તે લલ્લેટો અથવા વિજી જનસ પત્રની ડાક માંથી મોકલે તો તે આ કલમનાં પ્રકરણમાં પત્ર છે એમ સમજવું.

પત્રો અથવા વિજી જનસ હરકોઈ ડાકની કચેરીમાંથી જાય તે સર્વનું હાંસલ આ તથા હેઠઝની કલ-મમાં લખ્યા પ્રમાણે લેવું; પણ જો પત્ર અથવા જનસ વાદશાહી ડાકમાં આવે અને જે ઠેકાણે આવે તેજ ઠેકાણે પોહોંચાડ્યામાં આવે તો તેનું સદહૂ પ્રમાણે હાંસલ લેવું નહીં. અને જે ઠેકાણેથી વાદશાહી ડાક રવાના થતી હોય તેજ ઠેકાણે ડાકમાં આપેલું પત્ર અથવા વિજી જનસ વાદશાહી ડાકમાંથી રવાના કરશે તેનું પણ સદહૂ પ્રમાણે હાંસલ લેવું નહીં, અને કોઈ વર્તમાન પત્ર ઈસ્ટ ઇન્ડિઆ કંપનીની ડાક સિવાય વિજી રીતે જઝમાર્ગે આવ્યું હોય અને તે જે ઠેકાણે આવ્યું હોય તેજ ઠેકાણે પોહોંચાડશે તો તેનું પણ હાંસલ સદહૂ પ્રમાણે લેવું નહીં, અને કોઈ પણ વર્તમાન પત્ર ઈસ્ટ ઇન્ડિઆ કંપનીની ડાક સિવાય વિજી રીતે જઝમાર્ગે મોકલવાનું હોય અને તે જે ઠેકાણેથી રવાના થતું હોય તેજ ઠેકાણે ડાકમાં આપ્યું હોય તો તેનું પણ હાંસલ સદહૂ પ્રમાણે લેવું નહીં.

૭. જે ઠેકાણે ઈસ્ટ ઇન્ડિઆ કંપનીએ ડાકો વેસાડી હોય અથવા વેસાડશે તે ઠેકાણે વર્તમાનપત્રો તથા છાપેલાં ચોપાનિયાં તથા વિજા છાપેલા અથવા કોરી કાઢાડેલા છાપાથી છાપેલા જે કાગળો પત્રની ડાક-માંથી જઝમાર્ગે, અથવા ખુસ્કીને રસ્તે, અથવા કોઈ રસ્તા સુધી જઝમાર્ગે અને કોઈ રસ્તા સુધી ખુસ્કીને રસ્તે મોકલે, તો તેનાં વજન પ્રમાણે હેઠઝ લખેલાં પરિમાણ પ્રમાણે હાંસલ લેવું.

વર્તમાનપત્રો વગેરે
હાંસલના દર વાવત.

૧. દેશાંતરથી આવેલાં દર એક વર્તમાન પત્રનું અથવા છાપેલાં ચોપાનિયાંનું અથવા વિજા છાપેલા અથવા કોરી કાઢાડેલા છાપાથી છાપેલા કાગળોનું હાંસલ—

જો તે વજનમાં છ તોલાથી વધારે ન હોય તો બે આંના.

જો તે છ તોલા ઉપર અને વાર તોલાની અંદર હોય તો ચાર આંના.

જો તે વાર તોલા ઉપર હોય તો વાર તોલા ઉપરના દર એક છ છ તોલાએ બે બે આંના જાસ્તી લેવા, અને વાર તોલા ઉપર છ તોલાનો કોઈ અંશ વધારે હોય તોપણ છ તોલા જાસ્તી થયા હોય તે પ્રમાણે હાંસલ લેવું.

૨. દેશાંતરથી ન આવેલાં દર એક વર્તમાનપત્રનું અથવા છાપેલાં ચોપાનિયાંનું અથવા વિજા છાપેલા અથવા કોરી કાઢાડેલા છાપાથી છાપેલા કાગળોનું હાંસલ—

જો તેનું વજન સાડા ત્રણ તોલાથી વધારે ન હોય તો બે આંના.

જો તે સાડા ત્રણ તોલા ઉપર અને છ તોલાની અંદર હોય તો ચાર આંના.

જો તે છ તોલા ઉપર હોય તો છ તોલા ઉપરના દર એક ત્રણ ત્રણ તોલાએ બે બે આંના જાસ્તી લેવા, અને છ તોલા ઉપર ત્રણ તોલાનો કોઈ અંશ વધારે વજન હોય તોપણ ત્રણ તોલા જાસ્તી થયા હોય તે પ્રમાણે હાંસલ લેવું.

વર્તમાનપત્રો જે તારીખ હોય તેજ તારીખનો તેનો વધારો અથવા પુરવણી હોય અને તે વર્તમાનપત્ર સાથે એકજ પડવિડામાં ધાલીને મોકલી હોય તો તે તેજ વર્તમાનપત્રનો ભાગછે એવું સમજવું.

કોઈ પણ વર્તમાનપત્ર અથવા છાપેલું ચોપાનિયું અથવા વિજો છાપેલો અથવા કોરી કાઢાડેલા છાપાથી છાપેલો કાગળ ડાકમાંથીજ મોકલવો જોઈએ એવું આ આવડ ઉપરથી સમજવું નહીં. વિજી ગમે તે રીતે મોકલવાને લોક મુલત્યારછે.

૮. વર્તમાનપત્ર અથવા છાપેલું ચોપાનિયું અથવા વિજો છાપેલો અથવા કોરી કાઢાડેલા છાપાથી છાપેલો કાગળ પત્રની ડાકમાંથી પાછલી કલમમાં લખેલા દર પ્રમાણે મોકલવો નહીં, પણ હેઠઝ લખેલી સરતો પ્રમાણે તે હોય તો મોકલવો. તે સરતોની વિગત.

વર્તમાનપત્રો વગેરે
ડાકમાંથી કઈ રીતે
મોકલવાં તે વાવત.

૧. તે ઉપર પડવિડું ન જોઈએ અને હોયતો ટુકું રાખીને બેઠ છંડે ઉઘાડું જોઈએ.

૨. વર્તમાનપત્ર અથવા છાપેલું ચોપાનિયું અથવા વિજો છાપેલો અથવા કોરી કાઢાડેલા છાપાથી છાપેલો કાગળ છાપ્યા પછી ફરીથી તે ઉપર અથવા તેનાં પડવિડાં ઉપર કોઈ શબ્દ છાપેલો ન જોઈએ અથવા તેઉપર અથવા તેનાં પડવિડાં ઉપર કોઈ લખેલું ન જોઈએ અથવા કોઈ ચિન્હ

ન જોઈયે. પણ જેને તે મોકલ્યો હોય તેનું નામ તથા ઠામ ઠેકાણું તથા જેણે મોકલ્યો હોય તેનું નામ તથા ઠામ ઠેકાણું માત્ર તેપર જોઈયે.

૩. વર્તમાનપત્ર અથવા છાપેલું ચોપાનિયું અથવા વિજો છાપેલો અથવા કોરી કાહાડેલા છાપાથી છાપેલો કાગળ એમાં કાંઈ વિજો કાગળ અથવા વસ્તુ બિડેલી અથવા તેની સાથે ન જોઈયે.

વર્તમાનપત્રો વગેરેનું પત્રની ડાકનું હાંસલ કરવારે તેનું તે વાવત. ૯. જ્યારે કોઈ વર્તમાનપત્ર અથવા છાપેલું ચોપાનિયું અથવા વિજો છાપેલો અથવા કોરી કાહાડેલા છાપાથી છાપેલો કાગળ સદરૂં સરત પ્રમાણે નહતાં પત્રની ડાકમાંથી મોકલ્યો હોય ત્યારે તેની અંદર બીડેલી અથવા તેની સાથે જૈ વસ્તુ હોય તે સુદ્ધાં તેનું હાંસલ લેવું તે ચકતી વઘગાવ્યા વગરનાં તેટલાંજ વજનનાં પત્રનું જેટલું હાંસલ લેવામાં આવે છે તેટલું લેવું.

શુદ્ધ અશુદ્ધ જોવા સારુ છાપેલા બંધ વા વાત. ૧૦. શુદ્ધ અશુદ્ધ જોવાસારુ આ બંધ છાપેલા છે એવું તે ઉપર લખ્યું હોય તો તેનું હાંસલ વર્તમાન પત્રના દર પ્રમાણે આપિને તે પત્રની ડાકમાંથી મોકલવા, પણ અંદર શું છે તે મોકલનારાએ તેનાં પડબિડાં ઉપર ચરે ચર્ચુ લખીને પોતાની આંખી સહી કરવી જોઈયે; નહીં તો તેનું હાંસલ લેવું તે ચકતી વઘગાવ્યા વગરનાં તેટલાંજ વજનનાં પત્રનું જેટલું હાંસલ લેવામાં આવે છે તેટલું લેવું.

ખુસકીની બંગીનાં હાંસલ વાવત. ૧૧. બંગીની ડાકમાંથી બિનડીઓ મોકલે ત્યારે તેનાં વજન પ્રમાણે તથા ઠેકાણાંનાં છેટાં પ્રમાણે ખુસકીની બંગીનું હાંસલ હેઠલ લખેલાં પરિમાણ પ્રમાણે લેવું.

છેટું.	વજન વધારે ન હોય તો.						
	૧૦ તો	૧૦૦ તો	૨૦૦ તો	૩૦૦ તો	૪૦૦ તો	૫૦૦ તો	૬૦૦ તો
	લાથી.	લાથી.	લાથી.	લાથી.	લાથી.	લાથી.	લાથી.
	ર. આ.	ર. આ.	ર. આ.	ર. આ.	ર. આ.	ર. આ.	ર. આ.
૧૦૦ મૈલથી વધારે ન હોય તો.	૦ ૨	૦ ૪	૦ ૮	૦ ૧૨	૧ ૦	૧ ૪	૧ ૮
૩૦૦ એજન	૦ ૬	૦ ૧૨	૧ ૮	૨ ૪	૩ ૦	૩ ૧૨	૪ ૮
૬૦૦ એજન	૦ ૧૨	૧ ૮	૨ ૪	૩ ૦	૩ ૬	૪ ૧૨	૫ ૦
૯૦૦ એજન	૧ ૨	૨ ૪	૩ ૬	૪ ૧૨	૫ ૦	૫ ૧૨	૬ ૦
૧૨૦૦ એજન	૧ ૮	૩ ૦	૪ ૧૨	૫ ૦	૬ ૦	૬ ૧૨	૭ ૦
૧૨૦૦ મૈલથી વધારે હોય તો.	૧ ૧૪	૩ ૧૨	૪ ૧૨	૫ ૦	૬ ૦	૬ ૧૨	૭ ૦

પણ એવું ઠરાવ્યું છે કે બંગીની બિનડીમાં પત્ર બીડવાં નહીં. બીડશે તો પચાસ રૂપિયા સુધી ગુન્હેગારી બેસશે અને તેમાહેનાં દર એક પત્ર વાવત પત્રની ડાકનું હાંસલ બેસશે.

છાપેલી ચોપડી તથા ચોપાનિયાં વગેરે વાવત. ૧૨. છાપેલી ચોપડીઓ તથા ચોપાનિયાં તથા વર્તમાનપત્રના તથા વિજા છાપેલા અથવા કોરી કાહાડેલા છાપાથી છાપેલા કાગળના લખોટા બંગીની ડાકમાં મોકલ્યા અથવા બંગીની બિનડીઓ પ્રમાણે જલ્દી મોકલ્યા અથવા કાંઈ રસ્તા સુધી બંગીની ડાકમાંથી અને કાંઈ રસ્તા સુધી જલ્દી મોકલ્યા તો ઠેકાણાંનાં છેટાં ઉપર નજર રાખ્યા વગર હેઠલ લખેલા દર પ્રમાણે તેઓનું હાંસલ લેવું, પણ તેઓનું વજન એકસો વીસ તોલા કરતાં વધારે ન જોઈયે તથા તે ઉપર પડબિડાં ઘાલવાં નહીં અને જો ઘાલે તો તે ટુકાં રાખીને વેડ છેડે ડાકમાં રાખવાં. અને આ આવડમાં નીચે કહ્યા પ્રમાણે ચકતી રૂપે તેઓનું હાંસલ અગાડ આપવું જોઈયે. હાંસલના દરની વિગત.

વીસ તોલાથી વધારે વજન ન હોય તો એક આનો.

વીસ તોલા ઉપર અને ચાલીસ તોલાની અંદર હોય તો બે આનાં.

અને ચાલીસ તોલા ઉપર વજન હોય તો ત્રણ વજનના વીસ વીસ તોલાએ વિજો એક એક આનો જાસ્તી લેવો, અને ચાલીસ તોલા ઉપર વીસ તોલાનો કાંઈ અંશ વધારે હોય તો પણ તેનું હાંસલ વીસ તોલા વડું વજન થયું હોય તે પ્રમાણે લેવું.

છાપેલી ચોપડીઓનું અથવા ચોપાનિયાનું અથવા લખોટાનું વજન એકસો વીસ તોલા ઉપર હોય અથવા તેનું હાંસલ ઉપર લખ્યા પ્રમાણે અગાડ આપ્યું ન હોય તો આ આક્ટની પાછલી કલમમાં બંગીની બિનડીનો હાંસલનો દર ઠરાવ્યો છે તે પ્રમાણે તેનું હાંસલ વેસસે.

૧૩. અગિયારમી કલમ ઉપરથી ઠેકાણાનાં છેટાં પ્રમાણે જ્યારે બંગીનું હાંસલ લેવાનું હોય ત્યારે ઠેકાણાનાં છેટાંનાં કોટક પ્રમાણે હાંસલનો હિસાબ કરીને તે લેવું. તે કોટકમાં હિંદુસ્થાન માંહેની ડાકની કચેરીનાં વે વેં થાળાંની વચ્ચે છેક નજીકનો રસ્તો હોય તેની લંબાઈ જેમ વને તેમ બરાબર લખવી જોઈએ. અને તે કોટક ઈંડિઆના ગવરનર જનરલ ઇન્ કૌન્સિલના હુકમથી તૈયાર કરવું અને વચ્ચે વચ્ચે કારણ પરચે તેમાં ફેરફાર કરવા. દર એક પોસ્ટ માસ્ટર જનરલે સદહૂં છેટાંનાં કોટક ઉપરથી પોતાના તાબામાંહેની દર એક ડાકની કચેરી સારૂ હિંદુસ્થાન માંહેની સઘળી ડાકની કચેરીઓની યાદ ઈંગ્રેજી તથા દેશભાષામાં અતારને અનુક્રમે કરવી, અને જે ડાકની કચેરી સારૂ તે યાદ કરી હોય તે કચેરીથી વિજી ડાકની કચેરી-ઓનું છેટું તેમાં લખવું તથા તે યાદ સંદેજ નજરે પડે એવી જગાએ તે ડાકની કચેરીમાં લગાડવી.

છેટાંનાં કોટક વાવત.

૧૪. જે રસ્તા ઉપર બંગીની ડાક વેસાડી હોય તે રસ્તે વાર તોલા કર્તા વત્તાં વજનનું પત્ર અથવા વિજી વસ્તુ પત્રની ડાકમાંથી લેઈ જવી નહીં; પણ ઈંડિઆના ગવરનર જનરલ ઇન્ કૌન્સિલ જે લઈ જવાને ફરમાવે તે માત્ર તેઓ જે નિયમ ઠરાવ્યો તે નિયમ પ્રમાણે લેઈ જવી. અને જે પત્રનું અથવા વિજી વસ્તુનું વજન વારતોલા કર્તા વત્તું નહોય તે પત્રની ડાકમાંથી લેઈ જવી; પણ બંગીની ડાકમાંથી મોકલવી એવું તેઉપર યસુસ કરીને લખ્યું હોય તો તે બંગીની ડાકમાંથી લેઈ જવી.

જ્યાંહાં બંગીની ડાક હોય ત્યાંહાં પત્રનાં વજનની મર્યાદા ઠરાવવા વાવત.

૧૫. જે રસ્તા ઉપર બંગીની ડાક વેસાડી ન હોય તે રસ્તે પત્રો તથા બિનડીઓ તથા લખોટા વાર તોલા ઉપર અને ચાઢીસ તોલાની અંદર હોય તે લઈને પત્રની ડાકમાંથી મોકલવા. પત્રનું હાંસલ ૬ થી કલમમાંનાં પરિમાણ પ્રમાણે લેવું, અને વર્તમાન પત્રનું તથા છાપેલાં ચોપાનિયાનું તથા છાપેલા તથા કોરી કાહાડેલા છાપાથી છાપેલા કાગળનું હાંસલ આ આક્ટની ૭ મી કલમ માંહેલા પરિમાણ પ્રમાણે પ્રસંગાનુસાર લેવું. પત્ર, અથવા ચિઠ્ઠીચપાટી, અથવા વર્તમાનપત્ર, અથવા ચોપાનિયું, અથવા વિજો છાપેલો અથવા કોરી કાહાડેલા છાપાથી છાપેલો કાગળ, બિનડીમાં અથવા લખોટામાં ધાત્યો નથી એવો દાખલો બિનડી ઉપર અથવા લખોટા ઉપર મોકલનારે લખીને પોતાની આંખી સહી તથા ઠામ ઠેકાણું લખ્યું હોય તો તે બિનડીનું અથવા લખોટાનું બંગીની ડાકનું હાંસલ આ આક્ટની ૧૧ મી, તથા ૧૨ મી કલમ માંહેલાં પરિમાણ પ્રમાણે પ્રસંગાનુસાર લેવું. સદહૂં દાખલો છોટો હોય તો દાખલો લખેલાં પત્રમાં અથવા વિજી જનસમાં જે વસ્તુ હોય તે છુટી મોકલતાં તેનું આ આક્ટની ૬ થી અથવા ૭ મી કલમમાં લખેલા દર પ્રમાણે જેટલું હાંસલ વેસે તેટલું હાંસલ તેનું લેવું, અને મોકલનારને હેઠઠ લખ્યા પ્રમાણે ગુન્હેગારી વેસસે. જે બિનડીનું વજન ચાઢીસ તોલા ઉપર અને છસો તોલાની અંદર હોય તે સદહૂં રસ્તેથી બંગીની બિનડી પ્રમાણે મોકલવી; પણ સદહૂં બિનડી જે પોસ્ટ માસ્ટરની પાસે અથવા ડેપુટી પોસ્ટ માસ્ટરની પાસે મોકલવાસારૂ આંખિ હોય તે, લાગ ફાવે તે વચ્ચે તથા તે રીતે તે બિનડી મોકલવાને મુખત્યાર છે.

જ્યાંહાં બંગીની ડાક ન હોય તે વાવત.

પત્ર તથા વિજી વસ્તુનું વજન વાર તોલા ઉપર અને ચાઢીસ તોલાની અંદર હોય તે વાવત.

દાખલા વાવત.

ચાઢીસ તોલાથી વધારે વજનની બિનડી-ઓ વાવત.

૧૬. ફલાણે રસ્તે પત્રની ડાક જે વાહનમાં જાય છે તેજ વાહનમાં બંગીની ડાક જાય છે એવું હરકોઈ ઇલાકાનો પોસ્ટ માસ્ટર જનરલ સરકારી ગ્યાઝેટ પત્રમાં છપાવેને પ્રસિદ્ધ કરે ત્યારે વાર તોલા કર્તા ઓછાં વજનનું પત્ર, અથવા ચિઠ્ઠી ચપાટી, અથવા વર્તમાન પત્રનો લખોટો, બંગીની ડાકમાંથી મોકલવો નહીં; અને એવે માર્ગે એવું પત્ર, અથવા ચિઠ્ઠી ચપાટી, અથવા વિડેલું વર્તમાનપત્ર, બંગીની ડાકમાંથી જે માંણસ જાળી જોઈને મોકલસે તેને પણ દર એક ગુન્હા વાવત પચાસ રુપિયાસુધી ગુન્હેગારી વેસસે; અને પત્રની ડાકમાંથી જુદું મોકલતાં જેટલું હાંસલ વેસે તેટલું પણ દર એક પત્રનું અથવા લખોટાનું અથવા વર્તમાનપત્રનું હાંસલ લેવું.

જ્યાંહાં બંગીની બિનડીઓ તથા પત્રની ડાક એકજ વાહનમાં જતી હોય તે વાવત.

૧૭. બિનડીઓ યુસ્કીને રસ્તે જતાં છેટાં પ્રમાણે બંગીનું હાંસલ ૧૧ મી કલમ પ્રમાણે લે છે તે બિનડીઓ ઈસ્ટ ઈંડિઆ કંપનીની ડાકમાંથી જઝમાળે લઈ જાય તો તેનું વાંહાળનું હાંસલ હેઠઠ લખેલાં પરિમાણ પ્રમાણે લેવું.

બિનડીનું વાંહાળનું હાંસલ લેવા વાવત.

સો તોલા કર્તા વત્તાં વજનની બિનડી ન હોય તેના આઠ આંના.

અને સો તોલા ઉપર વજન હોય તો વત્તાં વજનના દર સેકડે આઠ આઠ આંના; અને સો તોલા ઉપર સો તોલાનો કાંઈ અંશ વધારે હોય તોપણ પુરા સો તોલાનું હાંસલ લેવું; અને એવી બિનડી ઈસ્ટ ઈંડિઆ કંપનીની

डाकमाथी कोई रस्तासुधी खुसकीने रस्ते, अने कोई रस्तासुधी जळमांगें, जसे तो खुसकीनी वंगीनुं हांसल लेईने बांहाणुं पण हांसल लेवुं.

बिनडीनां वजननी
तथा लंबाई पोहोळा-
ईनी मर्यादा बाबत.

१८. जे बिनडीनुं वजन छसो तोला कर्त्ता वतुं होय अथवा जेनी लंबाई त्रण फुट कर्त्ता वधारे होय अथवा पोहोळाई एक फुट कर्त्ता वधारे होय अथवा उंचाई एक फुट कर्त्ता वधारे होय अथवा जेनुं घन-फळ बे हजार पांचसो बाणुं घन इंच कर्त्ता वधारे होय ते बिनडी बांहाणे, अथवा आगचोटे, अथवा वंगीनी डाकमाथी, मोकलवासारु कोई डाकनी कचेरीमां लेवी नहीं; पण इंडिआना गवरनर जनरल इन् कौंसल वत्तां वजननी अथवा वत्तां मापनी जे बिनडी लई जवाने फरमावशे ते मात्र तेओ जे नियम ठरावसे ते नियम प्रमाणे लेई जवी. अने ए प्रमाणे छसो तोला कर्त्ता वत्तां वजननी बिनडी मोकले तो छसो तोला उपरनां वजनना सोसो तोलाए छेटां प्रमाणे वंगीनुं वळी हांसल लेवुं, अने छसो तोला उपर सौं तोलानो काई अंश वधारे होय तो सो तोला वतुं वजन थयुं होय ते प्रमाणे हांसल लेवुं.

परमुलकमां ल-
खोटा मोकलवा होय
तेनुं बांहाणुं तथा
खुसकीनुं हांसल अ-
गाउ आपनुं जोईये ते
बाबत.

१९. बादशाही डाकमाथी अथवा बिजी रीते सिंहलद्वीप एटले सिलोन मोलवा सारु अथवा ज्यांहा ईस्ट इंडिआ कंपनीए डाक वेसाडी न होय एवे ठेकाणे मोकलवा सारु पत्रो अथवा वर्तमान पत्रो डाकमा नाख्यां होय अने तेओनुं आ आक्ट प्रमाणे पुरू हांसल चकतीरूपे अगाउ आपनुं न होय तो ते पत्रो अथवा वर्तमान पत्रो रवाना करवां नहीं. अने धणी जडतो न होय तेवां पत्रोनो रस्तो करवाने आ आक्टमां हेठळ कथुं छे ते प्रमाणे तेनो रस्तो करवो. बिनडीनुं सघळुं हांसल रोकडुं अथवा चकतीरूपे अगाउ आपनुं न होय तो बिनडी, उपर कहेला प्रकारनी जगाए सदई रीते मोकलवासारु लेवी नहीं. पण बादशाही पोस्ट मास्तर जनरले जे पत्रोनुं अथवा बिनडीओनुं अथवा बिजी जनसोनुं ब्रिटिश पोस्टेज हांसल अगाउ आपनुं अथवा न आपनुं ए वात मोकलवानारानी मर्जी उपर राखी होय ते पत्रोनुं अथवा बिनडीओनुं अथवा बिजी जनसोनुं ब्रिटिश पोस्टेज हांसल अगाउ मागनुं जोईये एवुं आ कलम उपरथी समजनुं नहीं.

पत्रो वगेरेनुं हांस-
ल अगाउ आपनुं न
होय तेओनां हांसल
बाबत.

२०. जे ठेकाणे ईस्ट इंडिआ कंपनीए डाक वेसाडी होय अथवा वेसाडशे ते ठेकाणे जलमांगें अथवा खुसकीने रस्ते मोकलवासारु पत्रो डाकमां नांखसे तेनुं हांसल आ आक्टनी ६ शि कलम प्रमाणे थतुं होय ते चकतीरूपे अगाउ आपनुं न होय तो ते पत्रो ज्यांहां मोकलवांनां होय त्यांहां मोकलवां अने ते पोंहों-चाडती वखते ते दर एक पत्रनुं बमणुं हांसल लेवुं. पण आ आक्टमां इंडिआना गवरनर जनरल इन् कौंसलने, आगळ कथ्या प्रमाणे जे अधिकार आप्योछे, ते उपरथी तेओ जे फेरफार करशे ते प्रमाणे करवुं अने एकी रीते वर्तमान पत्रो तथा छापेलो चोपांनियां तथा बिजा छापेलो तथा कोरी काहाडेला छापथी छापेलो कागळ डाकमां नांख्या होय तेओनुं हांसल चकतीरूपे अगाउ आपनुं न होय ते जे ठेकाणे माकल-वाना होय ते ठेकाणे मोकलवा अने तेनुं जे हांसल थतुं होय ते पोंहोंचाडती वखते लेवुं. पण कोई पत्र अथवा वर्तमान पत्र अथवा छापेलुं चोपांनियुं अथवा बिजा छापेलो अथवा कोरी काहाडेला छापथी छापेलो कागळ सदई प्रमाणे डाकमां नांख्यो होय तेनुं हांसल अगाउ लेवुं ते कोई पण डाकनी कचेरीमां रोकडुं लेवुं नहीं. अने एकीरीते जे बिनडीओ डाकमां नांखीहोय तेओनुं हांसल ११ मी अथवा १७ मी कलम प्रमाणे वेसतुं होय ते, मर्जीमां आवे तो रोकडुं अथवा चकतीरूपे अगाउ आपनुं. अने अगाउ आपनुं न होय तो ज्यांहां ते मोकलवाना होय त्यांहां मोकलवी अने तेनुं हांसल थतुं होय ते ते पोंहों-चाडती वखते लेवुं.

सर्व प्रसंगें अगा-
उ हांसल लेवानो हु-
कम करवानो गवरनर
जनरल इन् कौंसलने
अधिकार छे ते बाबत.

२१. पत्रनुं अथवा लखोटानुं अथवा बिनडीनुं अथवा बिजी जनसनुं हांसल चकतीरूपे अगाउ आप्या वगर ते सर्व अथवा ते माहेनी काई एक डाकमां मोकलवी नहीं एवो हुकम गमे ते वखते करवाने इंडिआना गवरनर जनरल इन् कौंसल मुखत्यार छे; अथवा पत्रोनुं अथवा लखोटानुं अथवा बिनडीओनुं अथवा बिजी जनसनुं हांसल चकतीरूपे अथवा बिजी रीते अगाउ आपवा बाबत गवरनर जनरल इन् कौंसलना फरमाव्या प्रमाणे अगाउ आपनुं न होय ते सर्वनुं अथवा काई एकनुं हांसल वखते वखते योग्य लागे ते प्रमाणे वत्ता दर प्रमाणे लेवानो हुकम करवाने गवरनर जनरल इन् कौंसल मुखत्यार छे; पण आ आक्टमां पाछळ कहेला दरनी बमणाई कर्त्ता वतुं हांसल लेवानो तेओए हुकम करवो नहीं.

अधुरां हांसलनी
चकती कागळो वगेरे
उपर वळगावे ल्यारे

२२. पत्र डाकमां नांखती वखते ते उपर बराबर किंमतनी चकती वळगावतां तेनुं जे हांसल थाय ते कर्त्ता ओछी किंमतनी हांसलनी चकती अथवा चकतीओ वळगावीने पत्र डाकमां नांख्युं तो ते उपर वळगावेली चकतीनीं किंमत अने डाकमां मोकलवी वखते बराबर किंमतनी चकती वळगावतां जे हांसल थाय तेमां जेटलो तफावत होय तेथी बमणुं हांसल ते पत्रनुं लेवुं. बिनडीनुं अथवा वर्तमान पत्रनुं अथवा

चोपानियानुं अथवा बिजा छापेला अथवा कोरी काहाडेला छापाथी छापेला कागळनुं आ आक्ट प्रमाणे जे तेनुं हांसल केटलुं लेवुं ते बाबत.

चोपानियानुं अथवा बिजा छापेला अथवा कोरी काहाडेला छापाथी छापेला कागळ डाकमां नांख्यो होय ते उपर वळगावेली चकतीनी अथवा चकतीओनी किंमतमां अने ते विनडीनुं अथवा वर्तमान पत्रनुं अथवा छापेला चोपानियानुं अथवा बिजा छापेला अथवा कोरी काहाडेला छापाथी छापेला कागळनुं जे हांसल थनुं होय तेमां जेटलो तफावत होय तेटलुं हांसल लेवुं.

२३. पत्र अथवा लखोटो पत्रनी डाकमांथी कोई ठेकाणे मोकल्यो होय त्याहां ते उपर फरीथी ठाम ठेकाणुं लखीने त्याहांथी ते पत्रनी डाकमांथी मोकल्यो तो तेनुं अगाड हांसल आप्युं होय ते सिवाय अथवा तेनुं हांसल लेवानुं होय ते लेईने वळी हांसल लेवुं ते ए रीते के जे ठेकाणे ते पत्रनुं ठाम ठेकाणुं फरीथी लख्यो तेज ठेकाणे ते डाकमां अगाड हांसल आपीने नांखतां जेटलुं हांसल थते तेटलुं हांसल लेवुं.

फरीथी ठाम ठेकाणुं लखीने मोकलेला पत्र बाबत.

२४. बंधूकना दारु सरखो फुटनारो अथवा जोखम पोंहोंचाडनारो बिजो पदार्थ जे पत्रमां अथवा विनडीमां अथवा लखोटामां घाल्यो होय ते पत्र अथवा विनडी अथवा लखोटो डाकमांथी रवाना थवासारु कोईए जाणी जोईने डाकमां नांखवो नहीं अथवा मोकलवो नहीं अथवा आपवा काहाडवो नहीं अथवा आपवो नहीं; आ मनाई विरुद्ध जे चालसे तेने एवा दर एक गुन्हाबाबत बसो रुपिया सुधी गुन्हेगारी बेससे.

जोखम पोंहोंचाडनारो पदार्थ डाकमांथी मोकलवो नहीं अथवा ते बाबत.

२५. आ आक्टमां हांसलनां दर लख्या छे ते मुकीने बिजा दर प्रमाणे हांसल लेवानो हुकम गमे थ्यारे करवानो इंडिआना गवरनर जनरल इन् कौंसलने अधिकार छे. पण जे नवा दर ठरावशे ते आ आक्टमां ठेरवेली दर कर्त्ता वधारे ठराववा नहीं. २१ मी कलममां ठराव छे ते जूदोज छे.

हांसलनो दर बदलवानो इंडिआना गवरनर जनरल इन् कौंसलने अधिकार छे ते बाबत.

२६. पत्र अथवा विनडी अथवा लखोटो डाकनी कचेरीमां कोईए नांख्यो एटले ते पाछो मागवानो तेने हक नथी. पण एतुं पत्र अथवा विनडी अथवा लखोटो मोकलनाराने पाछो आपवाना मनाई आ कलम उपरथी छे एतुं समजवुं नहीं. अने पाछो आपवो ते इंडिआना गवरनर जनरल इन् कौंसल कानून तथा कायदा ठरावशे तो तेप्रमाणे आपवो. वर्तमान पत्रो अथवा छापेला चोपानियां अथवा बिजा छापेला अथवा कोरी काहाडेला छापाथी छापेला कागळ जोईये तो पाछा मागवा अथवा लेवा. पण मागनारे हुंज मोकलनारोछुं एवी डाकनी कचेरीना अंमलदारनी खातरी करवी जोईये अने ते मोकलतां तेनुं जे हांसल थते ते आपवुं जोईये.

डाकनी कचेरीमां नांखेलो पत्रो तथा लखोटो बाबत.

२७. स्टीमर पोस्टेज नांमनुं अथवा ब्रीटिश प्याकेट पोस्टेज नांमनुं अथवा बिजां कोई नांमनुं बादशाही पोस्ट मास्तर जनरल, पत्रोनुं तथा लखोटानुं जे हांसल लै छे तेना दर कोई इलाकानां सरकारी ग्याझेट पत्रमां छपाईने प्रसिद्ध थयापछी ते हांसल आ आक्ट उपरथी लेवानां हांसल प्रमाणे वसूल करवुं.

आगवोटनां हांसल बाबत.

२८. पत्र तथा बिजा जीनस उपर चकती अथवा चकतीओ वळगावी होय तो तेनुं हांसल अगाड आप्युं छे एतुं समजवुं; पण ते चकती अथवा चकतीओ अगाड वापरेली न जोईये. ते चकती अथवा चकतीओ पत्रनी अथवा बिजा जनसनी बाहारनी वाजुउपर वळगाववी अने ते पत्रनुं अथवा जनसनुं आ आवट प्रमाणे जेटलुं हांसल थनुं होय तेटली किंमतनी चकती जोईये.

हांसलनी चकती बाबत.

२९. इंडिआना गवरनर जनरल इन् कौंसले हांसलनी चकतीओ पुरी पाडवानो बंदोबस्त राखवो. अने तेओ हुकम करे ते किंमत चकती उपर भरेली जोईये तथा तेओना विचारमां आवे तेवा हुकम तथा बिजा कायदा तेओए चकती बाबत करवा.

चकतीओ शी रीते पुरी पाडवी ते बाबत.

३०. उपर कद्या प्रमाणे हांसलनी चकती पुरी पाडये तेनो संभाळ तथा वहिवट इंडिआना गवरनर जनरल इन् कौंसल हुकम करे ते अंमलदारे करवो. अने हांसलनी चकतीना वकराना पैसा आवे ते सपळा पैसा सरकारी हिसाबमां डाकने खाते जमे करवा.

जे अंमलदार ने म्यामां आवे तेणे हांसलनी चकतीनो वहिवट करवो ते बाबत.

३१. हांसलनी चकती वेचनारा नेमीने तेनो बंदोबस्त राखवासारु कनून करवानो इंडिआना गवरनर जनरल इन् कौंसलने अधिकार छे. अने वेचनाराने चकती वेचवासारु केई रीते तथा केई सरतथी आपवी

हांसलनी चकती वेचनारा नेमवा बाबत.

તે બાબત અને વેચનારાના જામીન આપવો કે નહીં અને આપે તો કેટલા રૂપિયાનો જામીન આપવો તે બાબત અને તેઓને તેઓની મેહેનત બાબત કોઈ છુટ વગરે આપવી કે નહીં અને આપે તો કેટલી આપવી તે બાબત અને વેચનારાના પોતાનો હિસાબ કેવો તથા કેઈ રીતે રાખવો તે બાબત અને હિસાબ તથા વકરાનો અવેજ આપ્યો હોય તે ક્યારે આપવો અથવા ચકતી પોતાને સ્વાધીન કરી હોય તે ક્યારે પાછી આપવી તે બાબત તે કનૂનમાં ઠરાવવું.

ચકતી વેચનારાના કાનૂન પ્રમાણે ચાલવું જોઈએ તે બાબત.

૩૨. હાંસલની ચકતી સરકારની તરફથી વેચનારાઓ સદહૂં કાનૂન પ્રમાણે ચાલવું જોઈએ અને તેઓ જાણી જોઈને સદહૂં કાનૂન વિરુદ્ધ ચાલ્યા હોય તે બાબત તેઓની ઉપર જે મુકરદમો ચાલવાનો હોય તે સિવાય તેઓને બસો રૂપિયા સુધી વઢી ગુન્દેગારી બેસે.

ચકતી આપતો નથી એવું ચકતી વેચનારો કહેશે તો તેને ગુન્દેગારી બેસે તે બાબત.

૩૩. કોઈ માંસ હાંસલની ચકતી વેચાતી માગતો હોય અને તેની પુરી કિંમતનું કાયદાપ્રમાણે નાળું આપવા કાઢાડે તે માંસને ચકતી આપતો નથી એવું કહેવાનો ગુન્દો અથવા આપવાને યોગ્ય કારણ વગર અમથી વાર લગાડવાનો ગુન્દો સરકારની તરફથી ચકતી વેચનારા ઉપર સાબીત થાય તો તેને (૧૦૦) રૂપિયા સુધી દંડ થશે. પણ જે પ્રકારની તથા જેટલી કિંમતની ચકતી વેચાતી માગી હોય તે પ્રકારની તથા જેટલી કિંમતની ચકતી વેચનારા પાસે તે વચ્ચે હશે તો દંડ થશે.

ચકતી ઉપર ખરેલી કિંમત કરતી વતી કિંમત વેચનારો લેશે તો તેને સજા થશે તે બાબત.

૩૪. વેચાતી આપેલી હાંસલની ચકતી ઉપર કિંમત ખરેલી હોય તે કરતી વતી કિંમત ખરીદદારની પાસેથી લીધો એવું સરકારની તરફથી જે ચકતી વેચતો હોય તેની ઉપર સાબીત થાય તો તેને જબરીથી પૈસા લીધાનો ગુન્દો કયો એવું સમજવું; અને ગુન્દો સાબીત થશે તો તેને સક્ત મજૂરી સુદ્ધાં અથવા સક્ત મજૂરી વગર ઘનામાં ઘણાં છાં મહિનાં સુધી કેદની સજા થશે; અથવા તેને સો રૂપિયા સુધી દંડ કરવો અને વધારે લીધેલા જેટલા પૈસા સાબીત થયા હોય તે પણ સઘળાં, વેચનારાનાં ખરીદદારને પાછા આપવા જોઈએ અને આ આવડ ઉપરથી કરેલો દંડ જે રીતે વસૂલ થાય છે તેજ રીતે સદહૂં અવેજ ખરીદદારે માજિસ્ટ્રેટની રુબરુ વસૂલ કરવો.

ખોટી ચકતી બનાવવા વગેરે બાબત સજા થશે તે વિશે.

૩૫. રકમ ૧ લી—હાંસલની ચકતી કરવાસાર પાસો અથવા છાપો અથવા બિજું હથિયાર વાપર્યામાં આવતું હોય તેવો પાસો અથવા છાપો અથવા હથિયાર કોઈ ખોટું કરશે અથવા કરાવશે તેને; અથવા હાંસલની ચકતી ખોટી કરશે અથવા કરાવશે તેને; અથવા હાંસલની ચકતી કરવાસાર પાસો અથવા છાપો અથવા હથિયાર વાપર્યામાં આવે છે તેના જેવો બિલકુલ અથવા થોડો ઘણો તેના જેવો દેખાય તેવો અથવા તેવાં દેખાય એવા ઇરાદાથી ખોટો અથવા બનાવટથી કરેલો પાસો અથવા છાપો અથવા હથિયાર કોઈ માંસ જાણી જોઈને તથા કાયદાસર કારણ વગર (તોહોમતવાળું માંસ કાયદાસર કારણ બતાવે તો તેની સાબીતી તેનેજ કરવી જોઈએ) પોતાના કબજામાં રાખશે તેને; અથવા સદહૂં પ્રમાણે ખોટા અથવા બનાવટથી કરેલા પાસાના અથવા છાપાના અથવા બિજાં હથિયારો કોઈ માંસ કાગઢ અથવા બિજો પદાર્થ છાપશે તેને;—અથવા સદહૂં ખોટા અથવા બનાવટથી કરેલા પાસાની અથવા છાપાની અથવા હથિયારની જે કાગઢ ઉપર અથવા બિજા પદાર્થ ઉપર છાપ હોય તે કાગઢ, અથવા જે કાગઢ ઉપર ખોટી છાપ હાંસલની ચકતી સરખી દેખાય તેવી હોય અથવા હાંસલની ચકતી સરખી દેખાય અથવા જોતાંમાં એ હાંસલની ચકતી છે એવી ભૂલ પડે એવા ઇરાદાથી છાપ કરી હોય તે કાગઢ અથવા બિજો પદાર્થ કોઈ જાણી જોઈને વાપરશે અથવા ચલાવશે અથવા વેચશે અથવા કાઢાડશે અથવા જાણી જોઈને તથા કાયદાસર કારણ વગર (તોહોમતવાળું માંસ કાયદાસર કારણ બતાવે તો તેની સાબીતી તેનેજ કરવી જોઈએ) પોતાના કબજામાં રાખશે તેને; અને ઉપર કહેલા ગુન્દામાંથી હરકોઈ ગુન્દો કરવામાં ગુન્દો કરનારને જે માંસ જાણી જોઈને મદત અથવા પુટી અથવા સાધ્ય કરશે તેને સક્ત મજૂરી સુદ્ધાં અથવા સક્ત મજૂરી વગર ઘનામાં ઘણાં સાત વર્ષ સુધી કેદની સજા કરવી તથા તે દંડને પણ લાયક થશે.

ખોટી ચકતી પકડવા બાબત.

રકમ ૨ જી—સદહૂં પ્રમાણે ખોટો બનાવેલો પાસો અથવા છાપો અથવા બિજું હથિયાર અથવા સદહૂં પ્રમાણે ખોટી બનાવેલી હાંસલની ચકતી પકડીને માજિસ્ટ્રેટની પાસે મોકલવાનો અધિકાર હરકોઈ પોલીસ અંમલદારને છે.

તથા તેનો ડાહો લેવા બાબત.

રકમ ૩ જી—ફલાંણાં ઘરમાં અથવા ફલાંણી જગાએ સદહૂં પ્રમાણે ખોટી બનાવેલી જનસ છે એવો સંશય આવવાનું યોગ્ય કારણ હોય તે ઘરનો અથવા જગાનો ડાહો લેવો તે જે પોલીસ અંમલદારને ચોરીના માલનો ડાહો લેવાનો કાયદા ઉપરથી અધિકાર હોય તેને તે કાયદાના ઠરાવ પ્રમાણે લેવો. અને સદહૂં પ્રમાણે ખોટી બનાવેલી જનસ ત્યાંહાં જડે તે પકડીને માજિસ્ટ્રેટ પાસે મોકલી દેવી.

૩૬. પત્ર ઉપર અથવા વિજી જનસ ઉપર વઢગાવેલી હાંસલની ચકતી કોઈ માંણસ કપટથી કાઢાડસે તેને; અથવા સદહૂ પ્રમાણે કપટથી કાઢાડેલી ચકતી અથવા ચકતીઓ જાળી જોઈને કોઈ માંણસ વાપરસે તેને; અથવા કોઈ માંણસ એવી ચકતી અથવા ચકતીઓ ઉપરનો કોઈ લેખ અથવા વિજું કોઈ લખેલું અથવા છાપેલું હોય તે કપટથી ચોતરસે અથવા કાઢાડી નાંચસે તેને એવા દર એક ગુન્હા વાવત વસો રૂપિયાસુધી ગુન્હેગારી વેસસે.

હાંસલની ચકતીનો એવેજ આપવામાંથી છુટી જવાનું કામ કર સે તેને ગુન્હેગારી વેસસે તે વાવત.

૩૭. અગાઝ હાંસલ આપ્યા વગરનું પત્ર અથવા વિજી જનસ જેને પોંહોંચાડે તેણે તે ફોડ્યા વગર લાગલોજ પાછી આપી તો તેને હાંસલ આપવું પડસે નહીં. પણ જો તેણે તે ફોડી તો તેનું હાંસલ થતું હોય તે તેણે આપવું જોઈયે. પત્ર અથવા લખોટો તેણે ફોડ્યા વગર લાગલોજ પાછો આપ્યો તો મોકલનારને તેનું હાંસલ આપવું પડયો. પત્રનું અથવા વિજી જનસનું હાંસલ જે માંણસે કાયદા પ્રમાણે જરૂર આપવું જોઈયે તે માંણસ એમ કહે કે હું હાંસલ આપતો નથી તો આ આવટ પ્રમાણે દંડ જે રીતે વસૂલ કરે છે તે રીતે હરકોઈ પોસ્ટ માસ્ટર જનરલે અથવા તેના હુકમ ઉપરથી ડાકની કચેરીના અંમલદારને ઈસ્ટ ઇન્ડિઆ કંપનીને સારું વસૂલ કરવું; અને હાંસલ હું આપતો નથી એવું કહેનારાં માંણસનાં નામનું વિજું પત્ર અથવા લખોટો આવસે અને તે સરકારી કામનો છે એવું તેઉપર લખેલું ન હોય તો સદહૂ હાંસલ વસૂલ થાય ત્યાંહાંસુધી તે માંણસને તે પત્ર અથવા લખોટો આપ્યા વગર રાખી મુકવાનો ડાકની કચેરીના અંમલદારને અધિકાર છે. પણ પત્ર અથવા વિજી જનસ જે માંણસના નામ ઉપર મોકલી હોય તે માંણસને છઢ્ઢાસારું દુટ વુદ્દીથી મોકલી છે એવા ચાતરી જે ડાકની કચેરીમાંથી તે પત્ર અથવા જનસ પોંહોંચાડસે તે કચેરીના પોસ્ટ માસ્ટરની થાય તો તે પત્રનું અથવા જનસનું હાંસલ માફ કરવાને તે મુખત્યાર છે.

હાંસલ આપ્યા વગરનાં પત્રો વગેરેનું હાંસલ તે લેનારાં આપવું જોઈયે તે વાવત.

૩૮. કોઈ માંણસ ડાકની કચેરીમાં પત્ર અથવા વિજી જનસ નાંચે સ્યારે તે પત્ર અથવા જનસ તે ડાકની કચેરીમાં નોંધાવીને તે નોંધાવેલાં પત્રની અથવા જનસની પોંહોંચ આપે એવું કહેવાનો અધિકાર તે માંણસને છે અને પત્ર અથવા વિજી જનસ મોકલનાર ઉપર લખ્યા પ્રમાણે નોંધવાને કહે સ્યારે તે પત્રનું અથવા જનસનું આ આવટ પ્રમાણે જે હાંસલ થતું હોય તે સિવાય વિજા ચાર આના સુધી ફી આપવી એવો હુકમ કરવાનો ગવરનર જનરલ ઇન્ કૌસલને અધિકાર છે અને એ નોંધામણીની ફી પત્ર અથવા વિજી જનસ ડાકની કચેરીમાં આપવી વચતે આપવી જોઈયે.

નોંધેલાં પત્ર વાવત.

૩૯. પત્રનું અથવા વિજી જનસનું હાંસલ આ આવટ પ્રમાણે જે થાય તે સિવાય વિજું અથવા તેને વદલે વિજુંજ હાંસલ તે પત્રો અથવા જનસો જલદી જનારી ડાકમાંથી મોકલે તો ફલાળા દર પ્રમાણે લેવું એવો હુકમ કરવાનો ઇન્ડિઆના ગવરનર જનરલ ઇન્ કૌસલને અધિકાર છે.

જલદી જનારી ડાક વાવત.

૪૦. ઈસ્ટ ઇન્ડિઆ કંપની સરકારના તાવામહિના મુલકમાં જે ઠેકાણે ડાકની કચેરી હોય ત્યાંહાં કોઈ વાંહાંણ સમુદ્રમાંથી આવી પોંહોંચે સ્યારે તે વાંહાંણના કમ્યાંડરે જેમ વને તેમ જલદીથી વાંહાંણ ઉપરનાં પત્ર તથા લખોટા તે ઠેકાણે આપવાનાં હોય તથા ડાક સંવંધી અનન્યગ્રાહ્ય અધિકારમાંથી ચેરીજ કરેલા ન હોય તે સઘળા ડાકની કચેરીમાં પોંહોંચતા કરાવવા અથવા ડાકની કચેરીના જે અધિકારીને તે લેવાનો અધિકાર હોય તેની પાસે પોંહોંચતા કરાવવા અને વિજે ઠેકાણે આપવાનું પત્ર અથવા લખોટો વાંહાંણ ઉપર હોય અને સદહૂ અનન્યગ્રાહ્ય અધિકારમાંથી તે ચેરીજ કરેલો ન હોય તો સદહૂ કમ્યાંડર પોતે જે ઠેકાણે આવી પુગ્યો હોય તે ઠેકાણાના પોસ્ટ માસ્ટરને તે વાવત જેમ વને તેમ જલદીથી તેણે જાહિર કરવું અને તે પોસ્ટ માસ્ટર કહે તેમ ચાલવું અને તે પોસ્ટ માસ્ટરની પોંહોંચ મઠી એટલે તે પત્રના અથવા લખોટાના જોખમમાંથી કમ્યાંડર છુટસે અને આ કલમમાંહિનો હરકોઈ હુકમ વાંહાંણનો કમ્યાંડર જાળી જોઈને તોડસે તો તેને એક હજાર રૂપિયા સુધી દંડ કરવો.

કોઈ ઠેકાણે આવનારાં વાંહાંણમાં ડાક હોય તો તેના કમ્યાંડરે શી રીતે ચાલવું તે વાવત.

ગુન્હેગારી વાવત.

૪૧. ઈસ્ટ ઇન્ડિઆ કંપનીના મુલકમાં આવનારાં વાંહાંણ ઉપરનાં કોઈ પત્રો ડાકની કચેરીમાં મોકલ્યા પછી તે વાંહાંણનો કમ્યાંડર અથવા તે ઉપરનું કોઈ માંણસ ડાક સંવંધી અનન્યગ્રાહ્ય અધિકારમાંથી ચેરીજ કન્યા વગરનું એકાદું પત્ર સદહૂ મુલકમાં જાળી જોઈને પોતાની પાસે રાખસે એટલે તે પત્ર તેનાં સામાનમાં હોય અથવા તેનાં શરીર ઉપર હોય અથવા વિજી રીતે તેના કબજામાં હોય તો એવાં દર એક પત્ર વાવત તેને પચાસ રૂપિયા સુધી ગુન્હેગારી વેસસે. અને ડાકની કચેરીનો અંમલદાર સદહૂ પત્ર માગે સ્યારે જે માંણસ તે ન આપતાં પોતાની પાસે રાખી મુકે તેને તેવાં દર એક પત્ર વાવત સો રૂપિયા સુધી ગુન્હેગારી વેસસે.

વાંહાંણ ઉપર પત્ર રાખી મુકવા નહીં તે વાવત.

इनामना पैसा बाबत-

४२. आ आवटनी ४० मी कलममां फरमाव्या प्रमाणे कोई वांहाणनो कम्पांडर पत्र पोंहोंचाडसे ते दर एक पत्र बाबत डाकनी कचेरीना अंमलदारे कम्पांडरने एक एक आनो आपवो अने आ आवट प्रमाणे ते पत्रनुं जे हांसल थतुं होय ते सिवाय सदहू एक आनो ते पत्रनुं हांसल वधारे लेवुं. पण पत्र जे ठेकाणे पोंहोंचाड्युं त्याहांथी वांहाण निकळ्यां पेहेलां अथवा वांहाण पोंहोंच्यांनी तारिखथी वे महिनांमां कम्पांडर नहीं मागे तो पत्र पोंहोंचाड्या बाबत तेने काई आपुं नहीं. अने एवु ठराव्युं छे. आ आवटनी ४० मीं, ४१ मी, अने ४२ मी कलममां जे कहुं छे ते वादशाही डाकनां वांहाणमां आवेलां पत्रने अथवा लखोटाने लागू नथी.

ईस्ट इंडिआ कंप-
नीना मुलकमांथी वा-
हार जनारां वांहाणना
कम्पांडरे पोताना वां-
हाण उपर डाक लेवी
ते बाबत.

४३. सदहू मुलकमाहेनां हर कोई ठेकाणेथी समुद्रमांथी वांहाण ज्याय ल्यारे डाकनी कचेरीनो कोई अंमलदार पत्र अथवा लखोटो ते वांहाण उपर लेवानुं केहे ते दर एक पत्र अथवा लखोटो ते वांहा-
णना कम्पांडरे वांहाण उपर लेवो जोईये अने ते कागळनी अथवा लखोटानी पोंहोंच आपवी जोईये अने आ कलममां कहेली हर कोई वात वांहाणनो कम्पांडर जाणी जोईने नहीं मानसे तो तेने एक हजार रुपिया सुधी दंड करवो.

धणी जडतो न होय
तेवां पत्रो वगेरे बाबत.

४४. रकम १ ली—पत्रो तथा लखोटा तथा विनडी जेने नामे लखीने डाकमां नांखी होय ते मांणसो न जडे तो ते सघळां पत्रोनी तथा लखोटानी तथा विनडीओनी यादी दर एक डाकनी कचेरीमां दर रोज तैयार करीने सर्वनी नजरे सेहेज पडे तेवे ठेकाणे कचेरीमां नेदान वे अठवाडियां सुधी मारी मुकवी अने एवां पत्रो तथा लखोटा तथा विनडीओ कोई मांणस मागवा आव्यावगर त्रण अठवाडियां सुधी कोई कचेरीमां पडी रही होय ने तेनां पंडविडां उपर मोकलनारनुं नाम तथा ठांम ठेकांनुं होय तो ते जे डाकनी कचेरीमां पेहेलां नांखी होय त्याहां ते मोकलनारनी पासैथी काई खर्च लिधावगर तेने ते पाछी आपवा सारु पाछी मोकलवी. अने पत्रो तथा लखोटा तथा विनडीओ फोड्यावगर तेना मोकलनारनुं नाम तथा ठांम ठेकांनुं समजातुं न होय ने कोई मागवा आव्या वगर उपर लख्या प्रमाणे ते त्रण आठवाडियां सुधी पडी रही होय तो इलाकाना पोस्ट मास्तर जनरलनी कचेरीमां ते सघळी मोकलवी.

फोडवा वगेरे बाबत.

रकम २ जी.—पछी पोस्ट मास्तर जनरले अथवा विजां कोई मांणसने पत्रो फोडवा वगेरेनां काम सारु मुकरर करीने तेनी साथे गुनं पणांवाबत बंदोबस्त क्यो होय ते मांणसे एवां सघळां पत्रो अथवा लखोटा अथवा विनडीओ लागलीज उचाडवी अने मोकलनारनुं ठांम ठेकांनुं मालम पडे तो ते “डंड लेटर कवर” ए नामनां पडविडांमां घालीने तेने पाछी मोकलवी. जेनां नामनां पत्र अथवा लखोटा अथवा वंगीओ होय ते अथवा जेणे मोकली होय ते जडतो न होय तो ते पोस्ट मास्तर जनरलनी आफिसमां एक वर्ष पडी रखा पछी तेनो नाश करी नांखवो.

तेमां अवेज वगेरे
जड ते बाबत.

रकम ३ जी—वगर धणीयातां पत्रमां अथवा लखोटामां अथवा विनडीमां जे अवेज जडे ते सघळी सरकारी खजानामां भरवो अने विजां काई किंमती माल एज प्रमाणे जडे ते इलाकाना पोस्ट मास्तर जनरले अथवा खसूस करीने एज कामने सारु तेणे जे मांणसने नेम्युं होय तेणे वेचवो अने वेचांणनो अवेज आवे तेमांथी डाकनुं हांसल थतुं होय ते वाद करीने वाकीना अवेज उपर जेनो हक होय तेने ते मळवा सारु ते अवेजनुं भरणुं सरकारी खजानामां करतुं.

हुं लेतो नथी एवुं
कहींने पाछां आपेलां
पत्रो वगेरे बाबत.

४५. पत्रो अथवा विनडीओ अथवा लखोटा जेनां नामना होय ते ते फोड्यावगर पाछा आपे तो ते इलाकाना पोस्ट मास्तर जनरलनी कचेरीमां तुरत मोकलवा. पछी तेणे ते पत्र अथवा विनडी अथवा लखोटो फोडीने मोकलनारानी पासैथी हांसल वसूल करवानी तजवीज करवी अथवा तेना विचारमां आवे तो तेणे ते पत्रनो अथवा विनडीनो अथवा लखोटानो नाश करी नांखवो. अने सदहू पत्रमां अथवा विनडीमां अथवा लखोटामां जे अवेज अथवा विजां काई किंमती माल जडे तेनी व्यवस्था वगर धणीयातां पत्रमाहेना अवेजनी अथवा मालनी व्यवस्था बाबत उपली कलममां कहुं छे ते प्रमाणे करवो.

हांसलनी माफी बंध
करवा बाबत.

सरकारी कामनां पत्र
छे एवो ते उपर दा-

४६. सरकारी अथवा विजा प्रकारनां पत्रो तथा लखोटा हांसलनी माफीथी डाकमांथी मोकलवानो अथवा लेवानो हक आ आन्ट ठय्यांनी तारिखथी बंध थयो. अने सदहू हक जे पत्रोने तथा लखोटाने हालमां लागू होय तेनुं हांसल डाकमांथी मोकलेलां विजां पत्रनुं हांसल जे दर प्रमाणे ले छे तेज दर प्रमाणे लेवुं. पण पत्रो तथा लखोटा सरकारी होय अने ए सरकारी छे एवो ते उपर दाखलो लखेलो

હોય એને ઇંડિઆના ગવરનર જનરલ ઇન્ કૌંસલે દાખલા ઉપર સહી કરવા સારુ સરકારી અંમલદારોને અધિકાર આપ્યો હોય તેમાંથી કોઈનો સહી તે દાખલા ઉપર હોય તો તે પત્રો તથા લખોટા, ચકતીઓ તે ઉપર વઢગાવી છે એવું સમજીને ડાકમાંથી મોકલવા, એને જે જે સરકારી ખાતામાંથી તેવાં પત્રો તથા લખોટા મોકલ્યા હોય, તે તે ખાતાને નામે તેનું હાંસલ ઇંડિઆના ગવરનર જનરલ ઇન્ કૌંસલ ફરમાવે તે રીતે લખવું.

લખો હોય તો તેનું હાંસલ કેઈ રીતે લેવું તે બાબત.

૪૭. ડાકમાંથી જવાસારુ સરકારી અથવા વિજુ પત્ર અથવા લખોટો ડાકની કચેરીમાં આપ્યો હોય તે પત્ર બાબત અથવા લખોટા બાબત, અથવા તેમાં જે હોય તે સવું બાબત, તે પત્ર ઉપર અથવા લખોટા ઉપર કોઈ માંગસે ડાકની ઉપજ ડુબાવવાના ઇરાદાથી જાળી જોઈને લખોટો દાખલો લખ્યો હોય તેને; અથવા એવો લખોટો દાખલો લખેલું પત્ર અથવા લખોટો ડાકમાંથી લેઈ જવાસારુ તે ડાકની કચેરીમાં કોઈ જાળી જોઈને મોકલસે અથવા આપસે અથવા મોકલવાનો અથવા આપવાનો યત્ન કરસે તેને; એને આ પત્ર સરકારી છે એવું બાંધીનું કરીને જાનગી પત્ર, અથવા કાગળ અથવા લેખ અથવા મલફૂફ જે કોઈ જાળી જોઈને ડાકમાંથી મોકલસે અથવા મોકલવા દેસે તેને; એને આ કલમમાં ઉપર જે ગુન્હા લખ્યા છે તે માંહેનો કોઈ ગુન્હો કરવામાં જે કોઈ મદત અથવા સહાય કરસે અથવા તે ગુન્હો છુપાવસે તેને, એવાં દરેક ગુન્હા બાબત પાંચસો રૂપિયા સુધી ગુન્હેગારી વેસસે.

લખોટો દાખલો લખવા બાબત ગુન્હેગારી વેસસે તે વિશે.

૪૮. પત્ર અથવા વિનડી અથવા લખોટો પોંહોંચાડવા સારુ ડાકની કચેરીમાં પડ્યો હોય તેમાં મનાઈ કરેલી જનસ અથવા જે જનસની જકાત સરકારમાં આપવાની તેવી જનસ છે એવો સક્ત તે કચેરીના કોઈ અંમલદારને આવે, અથવા પોંહોંચાડવા સારુ ડાકની કચેરીમાં પડેલાં પત્રમાં અથવા વિનડીમાં અથવા લખોટામાં આ આક્ટની ૮ મી, ૧૫ મી, ૧૬ મી, અથવા ૪૭ મી, કલમના ઠરાવ વિરુદ્ધ આક્ટો લેખ અથવા મલફૂફ છે એવો સક્ત આવે તો, તે અંમલદારને એવો અધિકાર છે કે તેણે જેનાં નામનું તે પત્ર અથવા વિનડી અથવા લખોટો હોય તેને, તે પત્ર અથવા વિનડી અથવા લખોટો ડાકની કચેરીમાં દાખલ થયા પછી ૪૮ કલાકમાં પોતાની જાતે અથવા વકીલીની મારફતે હાજર થવાને કહેવું; એને જેનાં નામનો તે હોય તેની અથવા તેના મુખત્યારની સ્વરૂ તે ફોડવો. એને જો તે પોતાની જાતે અથવા તેનો મુખત્યાર હાજર ન થાય તો તેની અપરોક્ષ તે ફોડવો; પણ એવું ઠરાવ્યું છે કે ડાકની કચેરી જે અંમલદારના તાબામાં હોય તેની પદવી પોસ્ટ માસ્ટરની પદવી કરતી ઓછી હોય તો, તેણે આવરુદાર વે માંગસેને સાહેદ પ્રમાણે બોલાવીને પછી જેનાં નામનું પત્ર અથવા વિનડી અથવા લખોટો હોય તેની અપરોક્ષ ફોડવો; એને વઢી એવું ઠરાવ્યું છે કે ફોડેલાં પત્રની અથવા વિનડીની અથવા લખોટાની આગળ કામ ચલાવવા સારુ ગરજ ન હોય તો તે જેનાં નામનો હોય તેને, ફોડ્યા પછી, પોંહોંચાડવો. એને પત્ર અથવા વિનડી અથવા લખોટો ફોડ્યાની વાત તથા તે બાબતની હકીકત, પોસ્ટ માસ્ટર જનરલને તાબડતોલ જાહેર કરવી. એને હરકોઈ પારકે વંદરે અથવા હિંદુસ્થાન બાહાર કોઈ ટેકાળે વાંદાળે મોકલવા સારુ આક્ટી વિનડી અથવા લખોટો આવ્યો હોય તેની સાથે ફુર્જાનો પરવાનો ન હોય તો, હું ડાકમાંથી તે મોકલતો નથી એવું કહેવાનો ડાકની કચેરીના હરકોઈ અંમલદારને અધિકાર છે.

મનાઈ કરેલી જનસ અથવા લેખ આ આક્ટ વિરુદ્ધ પત્રો વગેરેમાં છે એવો સક્ત આવે તો તે પત્રો વગેરેનું શું કરવું તે બાબત.

૪૯. કોઈ જનસ મોકલવા સારુ ડાકની કચેરીમાં સોંપી હોય તેની કાંઈ નુકસાની અથવા ખરાબી થઈ તો, તેનો જોખમ સરકારને માથે નથી, એને ડાકના ખાતામાં સરકારે રાખેલાં કોઈ માંગસ ઉપર પણ એવી નુકસાનીનો અથવા ખરાબીનો જોખમ નથી. પણ ગાફીલપણથી અથવા અદાવતથી અથવા કપટથી તે એવી નુકસાની અથવા ખરાબી કરસે તો, તેને તેનો જવાબ દેવો પડશે.

નુકસાનીનો જોખમ સરકારને માથે નથી તે બાબત.

૫૦. ડાકનાં ખાતામાં સરકારી ચાકરીમાં જે કોઈ હોય તે, પોતાને સ્વાધીન થયેલું પત્ર, અથવા વિનડી, અથવા લખોટો, અથવા તે પત્રમાં અથવા, વિનડીમાં અથવા લખોટામાં જે કોઈ હોય તે, કપટથી સંતાડસે અથવા તેની વારેવાટ કરસે, અથવા ખાઈ જસે, અથવા એવાં પત્ર માંહેની અથવા વિનડી માંહેની અથવા લખોટા માંહેની અથવા વંગીની વિનડી માંહેની અથવા પેટી માંહેની જનસ કપટથી ખાઈ જવાના ઇરાદાથી તે પત્ર અથવા વિનડી અથવા લખોટો અથવા વંગીની વિનડી અથવા પેટી છિન્ન ભિન્ન કરસે અથવા ફોડસે તેને ઘણાંમાં ઘણાં સાત વર્ષ સુધી સક્ત મજૂરી સાથે અથવા સક્ત મજૂરી વગર કેદની સજા કરવી, એને તે દંડને પણ લાયક થસે.

ડાકનાં ખાતામાં ચાકરીએ રાખેલાં માંગસ પત્રો વગેરે સંતાડસે અથવા ફોડસે અથવા તેની વારેવાટ કરસે તો સજા થસે તે બાબત.

૫૧. ડાકની કચેરીનો જામૂદ ડાક લઈ જતો હોય તેને ફોજદારી ગુન્હાનાં કારણ વગર અટકાવનો, અથવા જે ગાંડી ઉપર અથવા ઘોડા ઉપર ડાક જતો હોય તે ગાંડીને અથવા ઘોડાને અટકાવવાનો, અથવા એક ડાકની કચેરીમાંથી વિજી ડાકની કચેરીએ લખોટો જતો હોય તેને રસ્તામાં હર કોઈ વાંદાનાંથી

ડાકને ચોંટવો કરસે તો સજા થસે તે બાબત.

फॉडवानो कोई मांगसने अधिकार नहीं. पण खसूस करीने सरकारनो हुकम होय तांज मात्र तेंवुं करतुं, अने सदहू गुन्हामांथी कोई गुन्हो जे मांगस करसे तेने पांचसो रुपिया सुधी दंड करवो.

पत्रो वगैरे भुलथी पोंहाचाड्यां होय ते राखी मुक्का बावत शिक्षा करवाविशे.

५२. विजाने पोंहोंचाडवानुं हतुं एवं डांकुं पत्र अथवा बिजी जनस, अथवा डाकमांथी मोकलेलुं पत्र अथवा बिजी जनस अथवा लखोटो डांकुं पत्रनो कोथळीमां होय ते कोथळी, जे मांगस कपटथी राखी मुक्के, अथवा जांणी जोईने संताडसे, अथवा तेनी वारेवाट करसे, अथवा राखसे, अथवा अटकावी मुक्के, अथवा डाकनी कचेरीनो अंमलदार मागे ने आपवानी कसूर करे, अथवा ना केहे, ते मांगस उपर माजिस्ट्रेटनी आगळ एवो गुन्हो सावीत थाय तो, तेने सकत मजूरी साथे अथवा सकत मजूरी वगर घणांमां घणां वे वर्षसुधी केदनी शिक्षा करवी; अने ते दंडने पण लायक थसे.

डाक लेई जवा- सारु चाकरीए राखे- लां मांगसो पोतानां काममां कसूर करे ते- ओने शिक्षा करवा बावत.

५३. डाकनी कोथळी अथवा डाकमांथी मोकलेलुं पत्र अथवा विनडी अथवा लखोटो लेई जवानां अथवा पोंहोंचाडवानां काम उपर जे मांगसने राख्यो होय ते एवी कामगिरी उपर छतां एवी कोथळीनी अथवा पत्रनी अथवा विनडीनी अथवा लखोटानी सलामतीने धोको पोंहोंचे एवी केफ किषांनो अथवा कसूर कीषांनो अथवा बिजी गेर रीते चाल्यांनो गुन्हो करसे ते; अथवा एवी कोथळी अथवा पत्र अथवा विनडी अथवा लखोटो लेई जतां अथवा पोंहोंचाडतां जे रडळ्यां करसे अथवा वार लगाडशे ते; अथवा एवी कोथळी अथवा पत्र अथवा विनडी अथवा लखोटो सही सलामत लेई जवानो तथा पोंहोंचाडवाने बराबर ध्यान अने तसरता राखसे नहीं ते; पचास रुपियासुधी दंडने लायक थसे. अने डाकमांथी मोकलेलुं पत्र अथवा विनडी अथवा लखोटो पोंहोंचाडवानुं काम जे मांगसने सोंप्युं होय ते मांगस ते पत्र अथवा विनडी अथवा लखोटो नहीं पोंहोंचाडसे तो, जे डाकनी कचेरीमांथी तेने ते पत्र अथवा विनडी अथवा लखोटो मळयो होय ते कचेरीमां घणांमां घणां २४ कलाकनी अंदर माफक वखतमां न पोंहोंचाडवानी वात जाहेर करीने ते पत्र अथवा विनडी अथवा लखोटो पाछो आपवो; अने ते मांगस जाणी जोईने खोटो मजकूर जाहेर करसे तो ते पचास रुपियासुधी दंडने लायक थसे.

डाकनां खातांमां चाकरीए राखेलां मांगस पैसा खाई जसे तेने शिक्षा थसे ते बावत.

५४. जे मांगस डाकनां खातांमां सरकारी चाकरीमां होय तेने हांसलना अथवा बिजा सरकारी काम बावतना पैसा लेवानुं काम सोंप्युं होय, ते मांगस ते पैसा कपटथी खाई जसे तो, तेनी सावीती माजिस्ट्रेटनी आगळ थया पछी तेने सकत मजूरी साथे अथवा सकत मजूरी वगर घणांमां घणां वे वर्ष सुधी केदनी शिक्षा करवी; अने ते दंडने पण लायक थसे.

डाकनां खातांमां चाकरीए राखेलां मांगसो कपटथी पत्रो वगैरे उपरनां चिन्हो बदलसे तो तेओने शिक्षा थसे ते बावत.

५५. चोपनमी कलममां लखेला प्रकारनी चाकरीमां जे मांगस होय ते पत्र उपर अथवा विनडी उपर अथवा लखोटो उपर कपटथी कोई खोटुं चिन्ह करसे; अथवा पत्र उपर अथवा लखोटो उपर जे चिन्ह अथवा चकती होय ते कपटथी बदलसे, अथवा काहाडी नांखसे, अथवा नहीं सरखी करी नांखसे, अथवा पत्र उपरथी अथवा पडबिडां उपरथी काहाडेली चकती कपटथी बिजां पत्र बावत अथवा लखोटो बावत काममां लावसे, अथवा ते उपर वळगावसे; अथवा सदहू कामोमांथी कोई काम करवामां मदत करसे, अथवा पुष्टी करसे, अथवा ते छुपावसे तो, माजिस्ट्रेटनी आगळ गुन्हानी सावीती थया पछी तेने सकत मजूरी साथे अथवा सकत मजूरी वगर घणांमां घणां वे वर्ष सुधी केदनी शिक्षा करवी, अने ते दंडने पण लायक थसे.

डाकनां खातांमां चाकरीए राखेलां मांगसो दस्तावेज खोटो तैयार करसे अथवा संताडसे तो शिक्षा थसे ते बावत.

५६. चोपनमी कलममां लखेला प्रकारनी चाकरीमां जे मांगस होय तेने हर कोई दस्तावेज तैयार करवानुं अथवा संभाळीने राखवानुं काम सोंप्युं होय ते मांगस, कपटना इरादाथी ते दस्तावेज खोटो तैयार करसे, अथवा ते फेरवसे, अथवा सदहू कामोमांथी हर कोई काम करवामां मदत करसे, अथवा पुष्टी करसे, अथवा ते वात छुपावसे, अथवा ते दस्तावेज छुपावसे, अथवा तेनो नाश करसे तो, माजिस्ट्रेटनी आगळ गुन्हो सावीत थया पछी तेने सकत मजूरी साथे अथवा सकत मजूरी वगर घणांमां घणां वे वर्ष सुधी केदनी शिक्षा करवी, अने ते दंडने पण लायक थसे.

सदहू प्रमाणे चा- करीमां राखेलां मांगसो हांसल मांड्या- वगर पत्रो मोकलसे तो शिक्षा थसे ते बावत.

५७. चोपनमी कलममां लखेला प्रकारनी चाकरीमां जे मांगस होय ते चकती वळगाव्या वगरनुं पत्र अथवा विनडी अथवा लखोटो जेनुं हांसल आप्युं न होय अथवा आ आकटमां ठराव्या प्रमाणे मांड्युं न होय, ते पत्र अथवा विनडी अथवा लखोटो सरकारनुं हांसल डुवाववाने इरादे डाकमांथी मोकलसे, अथवा डाकनी कोथळीमां घालसे अथवा सदहू कामोमांथी कोई काम करवामां मदत करसे अथवा पुष्टी करसे अथवा ते वात छुपावसे तो माजिस्ट्रेटनी आगळ गुन्हो सावीत थया पछी तेने सकत मजूरी साथे अथवा सकत मजूरी वगर घणांमां घणां वे वर्ष सुधी केदनी शिक्षा करवी अने ते दंडने पण लायक थसे.

૫૮. આ આક્ટમાં જે ગુન્હા વાવત એકલી દંડની શિક્ષા ઠરાવી છે તે માંહેનો કોઈ ગુન્હો અંગ્રજ સરકારની યૂરોપિઅન ટ્રિટિશ રૈયત હોય અથવા ન હોય એવું કોઈ માંણસ કરે તો તેને તેવા ગુન્હા વાવત શિક્ષા કરવાનો અધિકાર, ફલાકાના મુખ્ય સેહેરો કલકતા, મદ્રાસ, અંને મુંબઈ, અહિયાંના જસ્ટિસ આફ ધી પીસને અથવા માજિસ્ટ્રેટને અથવા જોઈંટ માજિસ્ટ્રેટને અથવા માજિસ્ટ્રેટનો અધિકાર ચલાવવાનો જે માંણસને કાયદા ઉપરથી અલ્લચાર હોય તે માંણસને છે. અને આ કલમમાં જે માંણસને જસ્ટિસ આફ ધી પીસે શિક્ષા કરવી એવું કહ્યું છે તે ઉપર સંક્ષેપ રીતે ગુન્હાની સાબીતી થયા પછી તેને શિક્ષા કરવી.

૫૯. કોઈ જસ્ટિસ આફ ધી પીસે ગુન્હાની સાબીતીનો ઠરાવ કયો હોય અથવા હુકમ કયો હોય અથવા ફેસલો કયો હોય તે પદ્ધતી પ્રમાણે લખ્યો ન હોય અથવા પદ્ધતી પ્રમાણે કામ ચલાવીને કયો ન હોય તેટલા સારુ રદ કરવો નહીં. પણ મુદા ઉપરથીજ માત્ર રદ કરવો. અને ગુન્હાની સાબીતીનો ઠરાવ અથવા હુકમ અથવા ફેસલો જે પુરાવા ઉપરથી કયો હોય તે તેમાં લખવાની જરૂર નથી પણ ગુન્હાની સાબીતીનો ઠરાવ અથવા હુકમ અથવા ફેસલો રીટ આફ સર્થિઓરેરે હુકમ પ્રમાણે મોકલે તેની સાથે જુવાનીઓ લિધી હોય તે અથવા તેની નકલો મોકલવી. અને ગુન્હાની સાબીતીના ઠરાવમાં અથવા હુકમમાં અથવા ફેસલામાં હકુમતનો મજકૂર ન હોય પણ લિધેલી જુવાનીઓમાં હોય તો તે જુવાનીમાંહેના મજકૂર ઉપરથી ગુન્હાની સાબીતીના ઠરાવનું અથવા હુકમનું અથવા ફેસલાનું સાહિત્ય થાય છે. એવું સમજવું.

૬૦. જે ગુન્હાની શિક્ષા આ આક્ટમાં એકલો દંડ ઠરાવ્યો છે તે ગુન્હાના મુકરદમાની ચોકશી કરીને ફેસલો કરવાસારુ તે મુકરદમો માજિસ્ટ્રેટની મર્જી હોય તો તેણે પોતાના આસિસ્ટંટમાંથી કોઈ એકની પાસે અથવા કોમ્પ્લિનન્ટેડ આસિસ્ટંટનો અધિકાર ચલાવવા સારુ કાયદા પ્રમાણે નેમેલા ડેપ્યુટી માજિસ્ટ્રેટ પાસે મોકલવો અને એવો મુકરદમો તેની પાસે આવે ત્યારે આસિસ્ટંટ અથવા ડેપ્યુટી માજિસ્ટ્રેટ માજિસ્ટ્રેટનો સઘલો અધિકાર ચલાવવો પણ આસિસ્ટંટની અથવા માજિસ્ટ્રેટની પાસે ફાઇનાલને સારુ ફોજદારી મુકરદમા મોકલ્યા હોય તે મુકરદમાને જે કાનૂન લાગુ થાય છે તે સઘલી કાનૂન પ્રમાણે તેણે માજિસ્ટ્રેટનો અધિકાર ચલાવવો.

૬૧. માજિસ્ટ્રેટ મુકરદમો સોંપ્યો હોય તો ફલાંગો ફલાંગો અધિકાર આસિસ્ટંટ અથવા ડેપ્યુટી માજિસ્ટ્રેટ ચલાવવો એવું આ આક્ટમાં કહ્યું છે તે અધિકાર માજિસ્ટ્રેટ મુકરદમો સોંપ્યાવગર આસિસ્ટંટ અથવા ડેપ્યુટી માજિસ્ટ્રેટ ચલાવવો એવી તેઓને મુખ્યત્વારે આવવાનો ટેકાળા ટેકાળાની સરકારને અલ્લચાર છે. પણ તે આસિસ્ટંટ અથવા ડેપ્યુટી માજિસ્ટ્રેટ ગુન્હાની સાબીતીનો ઠરાવ કરે તે તારિખથી એક મહિનાની અંદર તે ઠરાવ વાવત માજિસ્ટ્રેટને ત્યાંહાં અપાલ ચાલસે. અને માજિસ્ટ્રેટના તાવા હેટલના આસિસ્ટંટની અથવા ડેપ્યુટી માજિસ્ટ્રેટની આગળ કોઈ મુકરદમો ચાલતો હોય તે મુકરદમો આસિસ્ટંટની અથવા ડેપ્યુટી માજિસ્ટ્રેટની પાસેથી પોતાની પાસે ગમે તે વખતે મંગાવી લેવાને માજિસ્ટ્રેટ મુખ્યત્વાર છે.

૬૨. જે ગુન્હાવાવત એકલા દંડની શિક્ષા થવાની તે ગુન્હાવાવત જસ્ટિસ આફ ધી પીસે અથવા માજિસ્ટ્રેટ અથવા જોઈંટ માજિસ્ટ્રેટ અથવા જેને માજિસ્ટ્રેટનો અધિકાર ચલાવવા વાવત કાયદા પ્રમાણે અલ્લચાર હોય તે માંણસે અથવા માજિસ્ટ્રેટના આસિસ્ટંટ અથવા ડેપ્યુટી માજિસ્ટ્રેટ આ આક્ટના આધારથી દંડ ઠરાવ્યો હોય તે દંડ ન આપે તો સદહુ અંમલદારોમાંથી હર કોઈ અંમલદારે પોતાની સહીનું વારંટ આપીને ગુન્હેગારની માલ મિલકત જપ્ત કરીને વેચીને વસૂલ કરવો. અને એવો દંડ ગુન્હેગાર તુરતને તુરત ન આપે તો તેને પકડવાનો અને જમીનાં વારંટનાં પરિણામની હકીકત યોગ્ય મુદતમાં લખાઈને આવે ત્યાંહાં સુધી તેને પોહોરામાં વેસાડી રાખવાનો હુકમ તે અંમલદારે કરવો. પણ જમીનાં વારંટનાં પરિણામની હકીકત મોકલવાસારુ જે ટેકાળું તથા જે વખત ઠરાવી હોય તે ટેકાળું તથા તે વખતે હું હાજર થઈસ એવો તે અંમલદારની ખાતરીનો જામીન ગુન્હેગાર આપે તો તેને પકડીને પોહોરામાં વેસાડી રાખવો નહીં. અને તે અંમલદારે મુચલકા પ્રમાણે અથવા વિજી રીતે તે જામીન લેવો. અને દંડ વસૂલ કરવાસારુ જોઈંટે તેટલો માલ જમીનાં જડતો નથી એવું જમીનાં વારંટનાં પરિણામની હકીકત લખાઈ આવ્યા ઉપરથી દેખાય અને ગુન્હેગાર તાબડતોબ દંડ ન ભરે અથવા ગુન્હેગારની જુવાની ઉપરથી અથવા વિજી રીતે સદહુ અંમલદારની ખાતરી થાય કે જમીનું વારંટ આપ્યું તો પણ કરેલો દંડ અથવા અવેજ વસૂલ થાય તેટલી માલ મિલકત ગુન્હેગારની પાસે નથી તો તે અંમલદારે પોતાની સહીનું વારંટ આપીને પોતાની નજરમાં આવે તે પ્રમાણે નરી કેદમાં રાખવાસારુ અથવા સક્ત મજુરી સુદ્ધાં કેદમાં રાખવાસારુ ગુન્હેગારને તુરંગમાં મોકલવો. પચાસ રૂપિયા કર્તા વધારે દંડ ન હોય તો ઘણાંમાં ઘણાં વે “ક્વાલેંડર” મહિના સુધી કેદમાં રાખવો. અને સો રૂપિયા કર્તા વધારે દંડ ન હોય તો ઘણાંમાં ઘણાં ચાર “ક્વાલેંડર” મહિના સુધી કેદમાં રાખવો. અને એ વગર વિજે પ્રસંગે ઘણાંમાં ઘણાં છ મહિના સુધી કેદમાં રાખવો. દંડનો અવેજ આપે તો તેને તાબડતોબ છોડી મુકવો.

૬૩. આ આક્ટ પ્રમાણે જે દંડ ઠરે અને વસૂલ થાય તેનો ઘણાંમાં ઘણો નિમે ભાગ સુધી ખવર આપનારને આપવો.

દંડ શી રીતે વસૂલ કરવો તે વાવત.

ગુન્હાની સાબીતીનો ઠરાવ મુદા ઉપરથીજ માત્ર રદ કરવો. ગુન્હો સાબીત થયાના ઠરાવની પદ્ધતી વગેરે વાવત.

માજિસ્ટ્રેટની મર્જી હોય તો ફિર્યાદીના મુકરદમા પોતાના આસિસ્ટંટને સોંપવા.

આસિસ્ટંટ તથા ડેપ્યુટી માજિસ્ટ્રેટ ફલાંગો ફલાંગો અધિકાર ચલાવવો એવો ઠરાવ કરવાને સરકાર મુખ્યત્વાર છે તે વાવત.

દંડ શી રીતે વસૂલ કરવો તે વાવત.

અર્ધો દંડ ખવર આપનારને આપવા વાવત.

हुकम वगर काम चलावुं नहीं ते बाबत.

जो पारकां संस्थान साथे तह होय ते संस्थानमा ईस्ट इंडिआ कंपनीना चाकर गुन्हा करे ते बाबत.

६४. सरकारना हुकम वगर अथवा डाक खातांना डरेक्टर जनरलना अथवा पोस्ट मास्तर जनरलना लखेला हुकम वगर सदहू प्रकारनो दंड वसूल करवानुं काम चलावुं नहीं.

६५. ईस्ट इंडिआ कंपनी साथे तह थयेलां पारकां राज्यना अथवा संस्थाननां मुलकमां सदहू कंपनी डाक वेसाडसे ते मुलकमां सदहू कंपनीना कोई पण चाकरने सदहू कंपनीए डाक खातामां काम आपुं होय अथवा हांसलनी चकती वेचनारो एवी तेनी नेमणूक करी होय अथवा हांसलनी चकती वेचवानुं काम सदहू कंपनीए अथवा ठेकाणां ठेकाणानी सरकारे तेने सोंपुं होय ते चाकर, सदहू कंपनी सरकारना मुलकमां तेना जेवुं काम जे मांणसने आपुं होय अथवा तेनी पेटे जे मांणसने नेम्यो होय अथवा उपर लख्या प्रमाणे जे मांणसने काम सोंपुं होय ते मांणसे फलाणां फलाणां काम करवां नहीं अथवा फलाणां फलाणां काम करवां एवुं आ आक्टमां कहुं छे ते प्रमाणे मना करेलां कामोमांथी हर कोई काम तेवां राजना अथवा संस्थाननां मुलकमां करसे अथवा जे कामो करवाने फरमाव्युं छे ते माहेलुं कोई काम न करसे तो सदहू कंपनीनो ते चाकर गुन्हेगार थसे. अनें गुन्हो सावीत थया पछी शिक्षा करवी ते, सदहू कंपनीना मुलकमां; मना करेलां कामो कन्याथी अथवा जे कामो करवाने फरमाव्युं छे ते नहीं कन्याथी जे रीते शिक्षा थाय छे ते रीते करवी. अनें ईस्ट इंडिआ कंपनीना चाकरे तेवा मुलकमां करेला गुन्हानी तपास करवानो अधिकार इंडिआना गवरनर जनरल इन् कौंसले जे कोरटने अथवा अंमलदारने आप्यो होय तेणे ते चाकरनो इनसाफ करीने गुन्हानी सावीतिनो ठराव करीने गुन्हानी स्वरूप प्रमाणे दंड अथवा विजि शिक्षा करवी अथवा ईस्ट इंडिआ कंपनी सरकारना मुलकना कोई भागमाहेनो कोरट अथवा माजिस्ट्रेट अथवा विजो कोई योग्य अंमलदार, सदहू कंपनीना मुलकना हर कोई भागमां गुन्हो थयो होय वयारे जे रीते इनसाफ करीने गुन्हानी सावीतिनो ठराव करीने गुन्हानां स्वरूप प्रमाणे दंड अथवा विजि शिक्षा करे छे ते रीते ते कोरटे अथवा माजिस्ट्रेटे अथवा विजो अंमलदारे ते चाकरनो इनसाफ करीने गुन्हानी सावीतिनो ठराव करीने गुन्हानां स्वरूप प्रमाणे तेने दंड अथवा विजि शिक्षा करवी.

अर्थ बाबत.

६६. 'आ आक्टमां माजिस्ट्रेट ए शब्दमां जॉइंट माजिस्ट्रेट तथा जे मांणसने माजिस्ट्रेटनो अधिकार कायदा प्रमाणे मळ्यो होय ते आव्या छे एवुं समजवुं. अनें दंड ए शब्दमां गुन्हेगारी अथवा मुचलको तोडवा बाबत जे पैसा आपवाना होय ते, आव्या छे एवुं समजवुं.

गवरनर जनरल इन् कौंसलने कानून करवानो अधिकार छे ते बाबत.

६७. डाकनुं खातुं केई रीते चलावुं ते बाबतनी कानून ठरावीने तेमां पत्रो तथा विजि सर्व जनस डाकमां नांखवा बाबत तथा मोकलवा बाबत तथा लेई जवाबाबत तथा पोंहोंचाडवा बाबत नियम तथा सरतो तथा मर्यादा ठराववानो अधिकार इंडिआना गवरनर जनरल इन् कौंसलने छे. पण ते कानून आ आक्ट विरुद्ध न जोईये.

युनाइटेड किंगडममां अथवा त्याहांथी छापेली चोपडी-ओ वंगरे डाकमांथी मोकलसे ते बाबत.

६८. ब्रिटन देशनी अथवा ब्रिटिश लोकोए वसावेला देशनी अथवा पारका देशनी छापेली चोपडीओ अथवा म्यांगोरीन अथवा रिब्यू अथवा छापेला चोपानियां युनाइटेड किंगडममांथी ईस्ट इंडिआ कंपनी जे ठेकाणे डाक वेसाडी होय तेवे कोई ठेकाणे डाकमांथी मोकलसे तेनुं अथवा एवे ठेकाणेंथी युनाइटेड किंगडममां मोकलसे तेनुं ब्रिटिश पोस्टेज हांसल थतुं होय तेतलुं अगाऊ आपुं होय तो तेनुं वळी विजुं हांसल लेवानो अधिकार आ आक्टना कोई पण भागउपरथी नथी एवुं समजवुं. पण इंडिआना गवरनर जनरल इन् कौंसल विजि रीते हुकम करसे तो मात्र वळी विजु हांसल लेवुं.

युनाइटेड किंगडममां अथवा त्याहांथी पत्रो मोकलसे तेना हांसलनी माफी करवानो अधिकार गवरनर जनरल इन् कौंसलने छे ते बाबत.

६९. फलाणां फलाणां पत्रो अथवा विजि जनस अंग्रेज सरकारना मुलकना हर कोई भागमांथी जे ठेकाणे ईस्ट इंडिआ कंपनीए डाक वेसाडी होय ते ठेकाणे डाकमांथी मोकलसे अथवा तेवे ठेकाणेंथी अंग्रेज सरकारना मुलकना कोई भागमां मोकलसे तेनुं हांसल आ आक्ट प्रमाणे लेवुं नहीं; एवुं कौंसलना हुकम उपरथी फरमाववानो अधिकार इंडिआना गवरनर जनरल इन् कौंसलने छे. अने ते पत्रोनुं अथवा विजि जनसनुं ब्रिटिश पोस्टेज हांसल अगाऊ आपुं जोईये के केम? ते बाबत इंडिआना गवरनर जनरल इन् कौंसल जे सरतो ठरावसे ते प्रमाणे करवुं.

मुलकी डाक बाबत.

७०. जमीनदारी डाकनो अथवा थाणांथी डाकनो अथवा मुलकी डाकनो अथवा तेमाहेनी केटली एक डाकनो बंदोबस्त करवासाहू कानून ठरावीने ते डाकने तथा तेसंबंधी चाकरीए राखेला मांणसेने आ आक्टना कया कया भाग लागू छे ते वखते वखते ठराववानो अधिकार इंडिआना गवरनर जनरल इन् कौंसलने छे.

आ आक्ट अंमलमां कयारे आवसे ते बाबत.

७१. सन १८५४ ना आक्टोवर महिनानी १ ली तारीखथी आ आक्ट अंमलमां आवसे.