

THE



Bombay Government Gazette.

Vol. 25.]

published by Authority.

[No. 28.]

Three Rs. per Quarter.]

THURSDAY, 12TH JULY 1855.

[Eight annas per copy.]

NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

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

Bombay Castle, 18th January 1832.

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

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

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

NOTICE.

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

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

Advertisement.

PASSAGE to ENGLAND is required for an UNFIT SEAMAN of the Indian Navy.

By order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

Commodore's Office, Bombay,

10th July 1855.

PROCLAMATION.

(L. S.)

In the Court of the Zillah of AHMEDNUGGUR.

Whereas BUNECHUND SAWUTMUL, Marwadee, inhabitant of the City of Ahmednuggur, died in the said City on the 14th March 1855, leaving the following PROPERTY in the said Zillah, viz:—

Ready Cash	Rs. 1,082 8 1
Copper and Brass Pots	68 12 11
Bonds	38 3 11
Property of a perishable nature	42 6 9
Immoveable property	124 0 0

Total.... Co.'s Rs. 1,355 15 8

And whereas no Will of the said Bunechund Sawutmul, Marwadee, has been found, nor is it known if he has any Heirs—

This is to give notice to all persons claiming to be Heirs, or to be entitled to receive charge of the said property, to attend and prefer their Claim in the said Court, in order that, on such Claim being proved, the said property may be delivered up to them.

Dated at Ahmednuggur, this 2nd day of July 1855.

(True translation)

J. W. WOODCOCK, Judge.

जाहिरनामा.

(शिका.)

आमदानगर जिल्ह्याचे कोडतांतून.

कळवें कीं बनेचंद सावतमल मारवाडी पौा बनेचंद मारवाडी हा शहर नगर येथे शके १७७६ फाल्गुन वा ११ तारीख १४ माहे मार्च सन १८५५ चे रोजीं मैत झाला त्याची मिळकत या जिल्ह्यांत आहे ती येणे प्रमाणे.

	रु.	आ.	पै.
रोख कंपनी रुपये	१०८२	८	१
नाशिवंत माल किरकोळ कापड वगैरे.	४२	६	९
स्थावरमाल दुकान १ किंमत	१२४	०	०
भांडी तबेपितळेची वगैरे	६८	१२	११
दस्तावेज रोखे	३८	३	११

एकंदर कंपनी रुपये. १३५५ १५ ८

येणे प्रमाणे मैताचें सामान आहे आणि मृत्युपत्र सांपडत नाही व त्याजला कोणी वारस आहे किंवा नाही हें ठाऊक नाही यास्तव जर मेळ्याचा कोणी वारस असेल किंवा वाशांबी वहिवाट करण्याचा कोणाचा दावा असेल तर त्याणे कोडतांत हजर होऊन ती गोष्ट खरी करावी नंतर कोडत वारसा त्याचे स्वाधीन करील जाणिजे.

तारीख २ री माहे जुलई सन १८५५

इसवी.

J. W. WOODCOCK,
Judge.

BANK OF BOMBAY.

Notice is hereby given, that a **DIVIDEND** for the Half-Year ending the 30th ultimo, of Rupees Forty-five (45) per Share, being at the rate of Nine per Cent. per Annum on the Capital Stock of the Bank, will be paid to the Proprietors on and after Thursday the 12th instant. The Transfer Books are closed from this date until the Payment of the Dividend as above.

PROFIT AND LOSS ACCOUNT.

	Rs.	a.	p.		Rs.	a.	p.
To six months' Dividend on the Capital Stock, at the rate of 9 per Cent. per Annum	2,35,125	0	0	By Reserved Surplus Fund, 30th December 1854	42,339	3	0
To Balance of Reserved Surplus Fund	71,208	12	7	By Net Profit of the Half-Year ending 30th June 1855, after paying all current expenses of the Bank	2,63,994	9	7
Rupees	3,06,333	12	7	Rupees	3,06,333	12	7

Published for the information of the Proprietors,

(Errors excepted)

By order of the Board of Directors,

JAMES BLAIR,
Head Accountant.

JOHN STUART,
Secretary and Treasurer.

Bank of Bombay, 4th July 1855.

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.
Dawul Boobajee Ghoorkeh.	Formerly a Butcher	Mahomedan..	Lately without the Fort, in Tanna (at present in the Bombay Gaol).	25th	June.	1855.
Syed Goolam Ally bin Syed Abbas Ally.	Lately a dealer in Hay	Mahomedan..	Without the Fort, in Bengal Poorah.	27th	"	"
Edward Robert Gardner.	Unemployed	European....	Without the Fort, on Kalbadavee Road.	29th	"	"
Vullubjee Jewraz....	Lately carrying on business as a Broker in Opium.	Hindoo.....	Lately without the Fort, in Hooly Chuckla (at present in the Bombay Gaol).	2nd	July.	"
Nathooram chund.	Lately trading under the name and firm of Nathooram Navulram, a General Merchant.	Hindoo.....	Without the Fort, at Poydawnce.	"	"	"

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.
Vullubjee Jewraz	3rd Monday	July next	11 o'clock.
Burjorjee Dhunjeebboy	1st Monday	August next	Ditto.
Edward Robert Gardner	Ditto	Ditto	Ditto.
Nathooram Roopchund	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.

Clerk of the Court's Office, Fort, Bombay, this 3rd day of July 1855.

J. A. McKENZIE,
Clerk of the Court.

નાદાર દેવાદારોની કોરટ મથે.

જાહેર ખખર એ ઉપરથી આપવામાં આવે છે, જે વિગત સાથે હેની હેઠળ જે જુદી જુદી આશામીઓના નામો લખેલાં છે, તેઓએ મુંબઈની નાદાર દેવુદારોનાં છુટકા કરનારી કોરટને અરજીઓ આપી છે, તેમાં એક એકની અરજ એવી છે જે વિક્રોચીયાના અગિઆરમે વરસે જે ધારો કરીને કરાવ્યો છે, તેના એકવિરામાં આખમાંના ધલાઈ હમોને મળે.

નામ.	ધંધો.	જાત.	રહેવાનું કે કાણું મુંબઈમથે.	અરજીઓ દાખલ કરાની તારીખ.		
				દાડા.	માસ.	વરસ.
દાવલ જુબાજી ધુરેદે ..	આગલ કરાઈ	મુસલમાન.	યોડાદાડા ઉપર કોરટખાર થાણામાં ને હાલ મુંબઈની તુરંગમાં.	૨૫ મે	જુન.	૧૮૫૫.
રાહમિદ મુલાંમઅલી બીન રાહમિદ અબારા અલી.	યોડાદાડાઉપર શુકા ધારાનો વેપાર કરનાર.	મુસલમાન.	કોરટખાર બંગાલી પુરામાં..	૨૭ મે	એવ.	એવ.
એડવર્ડ રાબર્ટ ગાર્ડનર ..	વગર ધંધાનો	હરોપીઅન.	કોરટખાર કાલકાદેવીનાં રસ્તા ઉપર.	૨૬ મે	એવ.	એવ.
વલમજી જીવરાજ	યોડા દાડાઉપર અફીણની દલાલી કરતો હતો.	હીંદુ.	યોડા દાડાઉપર હોલી ચકલા આગલ ને હાલ મુંબઈની તુરંગમાં.	૨ જુલાઈ	એવ.	એવ.
નયુરાંમ રૂપચંદ	યોડા દાડાઉપર નયુરાંમ નવલ રાંમરાગલી જનરાનો વેપારી તેને નામિ તથા પેડીએ વેપાર કરતો હતો.	હીંદુ.	કોરટખાર પાંચમેધાણી આગલ.	એવ.	એવ.	એવ.

ઉપર લખેલા નાદાર દેવાદારોની અરજીઓની બાબતમાં ઘટતી રીતે હુકમ થયા છે, જે ઉપર લખેલા ધારાની સાતમી કલમ પ્રમાણે નાદાર દેવાદાર મજકુરોની ધાવર તથા જંગમ મિલકત તથા સ્ત્રી વસ્તુ આ નામદાર કોરટનાં આફિસિઆલ આશાએનીના તાબામાં આપે.

નીચે લખેલા નાદાર દેવાદારની અરજીઓ સાંભળવાશા કરાવેલા દીવરા.

નામ.	વખત.		
	દાડા.	માસ.	કલાક.
વલમજી જીવરાજ	૩ જુલાઈ રોમવાર.	ચાલતો જુલાઈ.	૧૧.
અરજીરજી ધંનજીભાઈ	૧ જુલાઈ રોમવાર.	આવતો આગસ્ટ.	એવ.
એડવર્ડ રાબર્ટ ગાર્ડનર	એવ.	એવ.	એવ.
નયુરાંમ રૂપચંદ	એવ.	એવ.	એવ.

આજ આવનાર લેણદારોએ, યોડામાં યોડા સાંભળવાના તણુ દાડા અગાઉ, સોગણુનાં માથી સાખીત કરેલા પોતાના દાવા હમારી આશીસમાં દાખલ કરવા નોંધ્યે, તથા સિરસ્તા પ્રમાણે તેઓને શ્રી આપવી નોંધ્યે. ઉપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ મિલકતની, દીપો હમારી આશીસમાં દાખલ કરાવી છે.

શ્રી મુંબઈના કોરટમથે, કોરટના કલાર્કની આશીસમાં, લખી તારીખ ૩ જુલાઈ સને ૧૮૫૫.

જે. એ. મકેનજી,
કોરટના કલાર્ક સહી.

(True Translation)
J. FLYNN, Chief Translator.

Notice

Is hereby given, that the SUMS on account of the ESTATES of the undermentioned DECEASED SEAMEN, of the Ships specified herein, 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.	From what Port held.	Capacity.	To what Ship belonged.	Of the Port of	Amount.
Jose de Santos	4025	Calcutta	Gunner	Str. "Norna."	London	Rs. a. p.
Henry de Cruz	11002	Bombay	T'opass	Str. "Pottin-ger" ..	London	43 14 3
						6 4 6

Annuncio.

As Somas seguintes teem sido cá recebidas por conta dos ESTADOS dos MARINHEIROS (NATIVOS), dos Navios abaixo nomeyados, e serão por mim pagas áquelles que legalmente habilitados para as receber, me recorrerem, fornecendo os devidos promenores (porte-pago) :—

Nomes.	Numero do Registro.	Aonde empregado.	Natureza do emprego.	A que Navio pertencente.	De que Porto.	Soma.
						Rs. a. p.
José de Santos	4025	Calcuta ..	Bombardeiro.	Vapor "Norma"	Londres ..	43 14 3
Henrique da Cruz	11002	Bombaim ..	Topas Varredor.	Vapor "Pottinger"...	Londres ..	6 4 6

(Assigned) HENRY ST. AMOUR,
Registrador dos Marinheiros de Navios Mercantes.

*Esckriptorio da Registração dos Marinheiros,
Bombaim, 5 de Julho de 1855.*

(True translation) N. FERNANDES,
Portuguese Translator to Government.

Notice

Is hereby given, that the SUMS on account of the ESTATES of the undermentioned DECEASED NATIVE SEAMEN, of the Ships specified herein, 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.	From what Port held.	Capacity.	To what Ship belonged.	Of the Port of	Amount.
						Rs. a. p.
Rumjaun	18870	Calcutta ..	Lascar ..	"Contest" ..	Liverpool ..	12 14 7
Vulley Shaik. .. .	12059	Bombay ..	Ditto ..	"Shah Jehan" ..	Cochin ..	2 13 4
Thomas Williams.	None	Unknown ..	Ditto ..	"Alarm" ..	Belfast ..	0 14 11
Nasseer Mahomed	8425	Bombay ..	Ditto ..	Ditto ..	Ditto ..	0 14 11
Dawood Shaboodeen	12772	Ditto ..	Ditto ..	Ditto ..	Ditto ..	0 7 4
Shaik Ishmael	1345	Unknown ..	Ditto ..	Ditto ..	Ditto ..	1 14 2
Hoosman	144	Bombay ..	Able Seaman.	Str. "Malta"	London ..	1 14 2

HENRY ST. AMOUR,
Registrar of Merchant Seamen.

Bombay, Marine Registry Office, 5th July 1855.

إشتہار نامہ

ظاہر کیا جاتا ہے کہ کچھ روپیہ بابت مال و اسباب خلاصیوں متوفیوں کے جنگا اور جنگی جہازوں کا نام نیچے لکھا گیا ہے میری آنس میں جمع ہوئے ہیں جو جو کوئی کہ انکا شرعی وارث ہوگا اور آک کا محصول دیکر اپنی درخواست معہ اثبات حقیقت کے میرے پاس بھیجیگا تو وہ روپیہ آسکو دئے جائینگے

خلاصیوں کے نام	رجسٹر ٹکٹ کا نمبر	کون سے بندر سے ٹکٹ ملا	عہدہ	کون سے جہاز پر نوکر تھا	کون سے بندر کا	تعداد مبلغ
رمضان	18870	کلکتہ ..	خلاصی ..	کنگسٹ	لیورپول	۱۲ ۱۴ ۷
وہی شیخ	12059	بمبئی ..	ایضا ..	شاہجہان	کوچین	۲ ۱۳ ۱۰
طامس ولیم	کچھ نہیں	نامعلوم ..	..	الام	بیلغاسٹ ..	۰ ۱۴ ۱۱
نصیر محمد	۸۴۲۵	بمبئی ..	..	ایضا	ایضا	۰ ۱۴ ۱۱
داؤد شہاب الدین	12772	ایضا ..	..	..	..	۰ ۷ ۱۰
شیخ اسماعیل	1345	نامعلوم ..	..	..	..	۱ ۱۴ ۲
عثمان	144	بمبئی ..	ہوشیار خلاصی	اسٹیمر مالٹا ..	لندن	۱ ۱۴ ۲

بمبئی مرین رجسٹری آنس

بتاریخ ۵ ماہ جولائی سنہ ۱۸۵۵

VENAYEK WASSOODEW,
Oriental Translator to Govt.

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

Legislative Council.

9th June 1855.

The following Bill, as settled in Committee of the whole Council on the 9th of June 1855, is republished for general information:—

A Bill for the more easy Recovery of Small Debts and Demands.

Whereas it is expedient to provide for the more easy recovery of small debts and demands in the Territories in the possession and under the Government of the East India Company; It is enacted as follows:—

I. In each of the Presidencies of Fort William in Bengal, Fort St. George, and Bombay, every Moonsiff's Court shall be a Court of Small Causes for the trial of summary actions, and shall exercise summary jurisdiction under the following rules.

II. All claims for money due, whether on bond or other contract, or for rent, or for personal property, or for the value of such property, or for damages, when the debt, damage, or demand does not exceed in amount or value the sum of Fifty Rupees, shall be tried summarily in a Court of Small Causes; provided that a summary action in such Court shall not lie in any of the following cases:—

1st.—On balance of partnership account, unless the balance shall have been struck by the parties or their agents.

2nd.—For a share or part of a share under an intestacy, or a legacy or part of a legacy under a will.

3rd.—For any claim relating to arrears or exactions of rent, or to alleged illegal distraints for rent, for which claim, or for any part whereof a summary suit could have been brought before an Officer of Government in the Revenue Department, if commenced in due time.

4th.—For the recovery of damages on account of alleged personal injuries, unless special damage of a pecuniary nature shall have resulted from such injury.

5th.—For any claim which, irrespectively of the amount thereof, is not according to law cognizable by a Moonsiff in his ordinary jurisdiction.

III. No person whatever shall, by reason of place of birth, or by reason of descent, be excepted from the jurisdiction of any Court of Small Causes constituted under this Act, and any such Court shall be competent to hear and determine all claims cognizable by such Court, when the cause of action shall have arisen, or the defendant at the time of the commencement of the suit shall reside as a fixed inhabitant, within the local limits of the jurisdiction of such Court; provided that, if an action be brought against several defendants, of whom one shall be resident as a fixed inhabitant, within the local limits of the jurisdiction of the Court, within the jurisdiction of which the cause of action shall have arisen, the action shall be brought in that Court.

IV. Claims which can be tried in a summary action in a Small Cause Court under Section II. of this Act shall not be cognizable in any other Court or in any other manner; but nothing in this Act shall be held to take away the jurisdiction which a Magistrate, or a person exercising the powers of a Magistrate, or an Assistant or Deputy Magistrate, can now exercise in regard to debts or other claims of a Civil nature, or the jurisdiction which can be exercised by village Moonsiffs or village or district Panchayets under the provisions of the Madras Code, or by Panchayet

under Regulation VII. of 1827 of the Bombay Code, or by Military Courts of Request, or by a single Officer duly authorised and appointed under the Rules in force in the Presidencies of Fort St. George and Bombay respectively, for the trial of small suits in Military Bazaars, in Cantonments, and stations occupied by the troops of those Presidencies respectively, or by Panchayets in regard to suits against Military persons, according to the Rules in force under the Presidency of Fort St. George.

V. A minor may prosecute a suit under this Act upon any contract entered into with him, or for any wrong for which he might have sued under this Act if of full age, without being represented by his guardian or next friend, in the same manner as if he were of full age. Provided that no release, compromise, or acquittal by the minor be valid without the consent of the Court.

VI. Every Court holden under this Act shall use a Seal bearing the following inscription in English and in the language of the Court—“Court of Small Causes of _____,” and every such Court shall be a Court of record, and shall be subject to the general control and orders of the Judge of the district and of the Sudder Court.

VII. A plaintiff shall not divide any cause of action for the sake of bringing two or more summary actions under this Act; but a plaintiff having a cause of action for more than the amount cognizable by the Court, may abandon the excess, which abandonment shall be stated in the plaint and shall for ever bar any claim to such excess.

VIII. The Plaint in a summary action under this Act, except in actions by Native Officers and Soldiers, which, under the provisions of Act No. XV. of 1845, may be instituted on unstamped paper, shall be engrossed on paper bearing a stamp or stamps proportioned to the amount sued for, according to the rates in the following Table:—

	<i>Rs. a. p.</i>
If the amount of debt or damage, or the value of the property claimed, shall not exceed 5 Rupees	0 4 0
If the same shall exceed 5 Rupees and not exceed 10 Rupees	0 8 0
If the same shall exceed 10 Rupees, and not exceed 15 Rupees	0 12 0
If the same shall exceed 15 Rupees, and not exceed 20 Rupees	1 0 0
If the same shall exceed 20 Rupees, and not exceed 25 Rupees	1 4 0
If the same shall exceed 25 Rupees, and not exceed 30 Rupees	1 8 0
If the same shall exceed 30 Rupees, and not exceed 35 Rupees	1 12 0
If the same shall exceed 35 Rupees, and not exceed 40 Rupees	2 0 0
If the same shall exceed 40 Rupees, and not exceed 45 Rupees	2 4 0
If the same shall exceed 45 Rupees, and not exceed 50 Rupees	2 8 0

Provided that nothing in this Act shall render it necessary for any plaint to be written on stamped paper when the amount of debt or damage shall not exceed one rupee, nor shall render a stamp necessary in any place not now subject to a stamp law.

IX. *Clause 1.*—The Court, if satisfied of the inability of the plaintiff to pay the value of the stamp prescribed for plaints, may receive such plaint on plain paper.

Clause 2.—On the conclusion of the suit, the whole of the costs which would have been incurred by the

plaintiff, had he been admitted to sue as a pauper, shall be ascertained and entered in the decree.

Clause 3.—If the decree is in favour of the plaintiff, the costs, or such part of them as the Court may decree, shall be recovered from the defendant for the benefit of the Government and other parties entitled thereto.

Clause 4.—If the decree is against the plaintiff, the defendant, if payment of costs is awarded, may proceed against the plaintiff under the ordinary rules for the enforcement of decrees.

X. In a suit instituted under this Act for a sum not exceeding Fifty Rupees, no stamp shall be required in respect of any petition or other proceeding connected with the suit, or with the execution of any order or judgment passed therein, or for copies of any papers, other than the stamp duty hereinbefore required on the plaint. In suits for an amount exceeding Fifty Rupees, the general Stamp Regulations in force in the several Presidencies shall be applicable.

XI. In order to the institution of a suit under this Act, a plaintiff may state his claim to a Judge verbally; in which case it shall be reduced into writing in the language of the Court, by the Judge himself, or by an Officer of the Court in his presence and under his personal superintendence, upon stamped paper to be provided by the plaintiff for that purpose; or the plaintiff or his authorised agent may present to the Judge a plaint in the vernacular language of the Court.

XII. The plaint, whether taken down in writing in the Court, or presented in writing, shall state briefly the name, designation, and residence of the plaintiff, and also, if known, the name, designation, and residence of the defendant, the substance and value of the claim, and the date of the cause of action, according to one of the forms contained in the Appendix A, or to the like effect.

XIII. If the plaintiff sue on a bond, or rely in support of his claim on any document in his possession other than an entry in a book, he shall deliver the same to the Court at the time of making or presenting his complaint, and if the document be an entry in a book, he shall produce the book to the Court, together with a copy of the entry on which he relies; and unless such document as above-mentioned be delivered in, or its non-production be sufficiently excused, or unless the Court may see fit to extend the time for producing the same, it shall not be admitted to proof in support of his claim.

XIV. The Court, having received a plaint, shall proceed thereupon to make inquiry, by examination of the plaintiff or his agent, upon oath or affirmation, as to the merits, and shall record the substance of the examination. The Court shall reject the plaint unless it appear that the plaintiff has a cause of action, or if it shall appear that the defendant or the matter of the suit is not within the jurisdiction of the Court, or that the action is barred by the lapse of time. If the plaint be not rejected, it shall be filed together with any document produced in support thereof, unless the document be a book; in which case, the Court, after examining and comparing the copy of the entry produced with the original, and marking the original, shall cause the copy to be filed and the original book to be returned to the plaintiff.

XV. The Court, upon rejecting a plaint, shall record its decision, which shall be reduced to writing in the vernacular language of the Judge, together with the reasons upon which it is founded.

XVI. If the plaint shall be admitted, the Court shall direct the issue of a summons to the defendant in the form laid down in the Appendix B, or to the like effect.

On admission of plaint, Court to direct issue of summons to the defendant.

XVII. Clause 1.—A copy of the plaint shall be left with the defendant when the summons is served upon him; and if the plaintiff require the personal attendance of the defendant, and satisfy the Judge that such personal attendance is necessary, or the Judge of his own accord require such personal attendance, the summons shall contain an order for the defendant to appear personally in Court on a day to be specified in the summons, otherwise the summons shall order the defendant to appear personally or by an agent duly authorised on his behalf who has personal knowledge of the subject or who shall be accompanied by a witness who has such personal knowledge.

Clause 2.—If there be more than one defendant, the plaintiff or the Judge may require the personal attendance of any one or more of the defendants, and the same shall be specified in the summons, which shall be served on each of the defendants.

Clause 3.—The day to be specified in the summons shall be fixed with reference to the state of the file and the distance that the defendant may be, or be supposed to be, at the time, from the place where the Court is held; and the summons shall order the defendant to produce any document which he may have in his possession, of which the plaintiff demands inspection, or upon which the defendant may intend to rely in support of his defence.

Clause 4.—Nothing in this Section shall be deemed to require the personal attendance of any defendant, who, at the time of issuing the summons, is *bona fide* residing beyond fifty miles from the place where the Court is situated.

Defendants residing fifty miles distant from the Court exempted from personal attendance.

XVIII. No misnomer, or inaccurate description of any person or place, in any summons or other proceeding, shall vitiate the same, if the person or place be therein so described as to be sufficiently identified.

Misnomers and inaccurate description of person or place not to vitiate summons, &c.

XIX. The summons shall be served by a single person, by delivering a copy thereof to the defendant personally when practicable, or if the summons cannot be served on the defendant personally, by delivering a copy of it, together with a copy of the plaint, to some adult male member or servant of his family, residing or being in his dwelling-house or place of business, or by affixing a copy of the summons and a copy of the plaint to some conspicuous part of his usual place of abode or place of business, and also by affixing copies of the same in the Court room. The summons in either case shall be served a sufficient time before the day fixed for the appearance of the defendant, to enable him to appear in Court on that day.

XX. If the summons be served personally, the Nazir shall endorse on the summons the fact of such service.

XXI. If personal service be not effected, the Nazir shall endorse on the summons the reason of not serving it personally, and how it has been served.

If summons has been personally served, Nazir to endorse the fact.

XXII. When a summons or other process is required.

Execution of process beyond jurisdiction of Court.

ed to be served or executed in a place beyond the jurisdiction of the Court, such summons or other process shall be transmitted to the Court of Small Causes within whose jurisdiction the summons or other process is required to be served, whether such Court of Small Causes be within the local limits of the jurisdiction of one of Her Majesty's Supreme Courts or not, and a Judge of such Court shall back the same, and cause it to be served in the same manner and subject to the same rules as if it were a process issued by such Judge, and shall return the summons or other process to the Court issuing the same with a certificate of the Nazir of what shall have been done thereon.

XXIII. *Clause 1.*—When a summons has been served on a defendant, and he does not attend on the day fixed for his appearance, if the Nazir's report show that the service has not been made in sufficient time to admit of the defendant conveniently attending the Court on that day, the Court may adjourn the hearing to another day, which shall be made known to the parties by a proclamation affixed in a conspicuous place in the Court room.

Clause 2.—Any Nazir who shall wilfully make any false statement in respect of the service or the non-service of a summons by any endorsement on such summons, and any person who shall wilfully make any false statement respecting the service or non-service of the summons, or shall personate any party to a suit, shall, on conviction before a Magistrate, be punishable with imprisonment for a term not exceeding one year, with or without hard labour, or with fine, or with both.

XXIV. Upon the appearance of the parties on the day named in the summons, or upon any subsequent day to which the hearing of the case may be adjourned, for sufficient reason to be recorded by the Judge, the Court shall call upon the defendant, or his pleader or agent, to make his defence: the defence shall be made either in writing in the language of the Court or verbally, and if made verbally shall be reduced into writing in the language of the Court, either by the Judge himself, or by an officer of the Court in the presence and under the personal superintendence of the Judge; after which the Judge shall proceed to examine such of the parties as may be present, and either party or his agent may cross-examine the other. If either of the parties be not bound to attend personally, any agent by whom he shall appear, or any witness who shall accompany such agent, shall be examined and cross-examined in like manner as the party himself would have been if he had attended personally.

XXV. If either of the parties shall bring forward a witness on such day, the Judge may take the evidence of such witness either on that day, or on any subsequent day which may be fixed for the examination of witnesses.

XXVI. The examination of the parties or their witnesses shall be upon oath or upon affirmation, and the substance of the examination shall be reduced to writing in the vernacular language of the Judge.

XXVII. If, after the examination required by Section XXIV., and also the examination of any witness who may attend to give evidence on behalf of either of the parties, a decree can be properly made without further evidence, the Court shall make its decree accordingly.

XXVIII. *Clause 1.*—If any issue result from the examination upon which it is necessary to hear further evidence, the Court shall declare and record such issue, and shall fix a convenient day for the examination of witnesses and the trial of the suit; and the trial shall take place on that day, unless there be sufficient reason for adjourning it, which reason shall be recorded by the Judge.

Clause 2.—If the defendant, in support of his defence, rely on any document in his possession other than an entry in a book, he shall deliver the same to the Court at the time of making his defence, and the Court shall file the same; and if the document be an entry in a book, he shall produce the book to the Court, together with a copy of such entry, and the Court, after examining and comparing the copy with the original, and marking the original, shall cause the copy to be filed and the original book to be returned to the defendant; and, unless such document as above mentioned be delivered in or its non-production be sufficiently excused, or unless the Court extend the time for producing the same, it shall not be admitted to proof in support of the defence.

XXIX. The parties shall bring their witnesses into Court on the day of trial, and if either party require the assistance of the Court to procure the attendance of a witness on such day, either to give evidence or to produce a document, he shall apply to the Court, after the recording of the issues and in sufficient time before the day fixed for the trial of the issues, to enable the witnesses to be summoned to attend on that day; and the Court shall issue a summons according to the form contained in Appendix C, or to the like effect, requiring such witness to attend.

XXX. Every summons, whether to an adverse party or a witness, shall be served at the cost of the party at whose instance it is issued, and the amount of such cost as well as any sum required for the travelling and other expenses of a witness, shall be deposited in Court before the summons is issued.

XXXI. The provisions of the Acts and Regulations and all other Rules for the time being in force in the several Presidencies of Bengal, Madras, and Bombay, relating to the evidence of witnesses, for procuring the attendance of witnesses, and the production of documents, and for the examination, remuneration, and punishment of witnesses, whether parties to the case or not, shall, except so far as the same may be inconsistent with the provisions of this Act, apply to, and be of equal force and effect in summary actions under this Act.

XXXII. Every plaintiff and every defendant summoned to attend personally shall, except as hereinafter provided, attend in person on the day specified in the writ of summons; otherwise he shall not be heard by a pleader or agent.

XXXIII. Any party to a suit may employ an authorised pleader or agent to conduct the case on his behalf; but the appointment of such pleader or agent shall not excuse the personal attendance of the plaintiff or defendant in cases where his personal attendance is expressly required by this Act, or by the summons, or any order of the Court.

XXXIV. A plaintiff or defendant shall not be

Females of rank, when parties to a suit, exempted from personal attendance. Also parties under certain circumstances, unless required to attend as witnesses.

A plaintiff or defendant may be excused by the Judge from attending in person, if there be a co-plaintiff or co-defendant who appears in person, or if the opposite party be willing to excuse his attendance, or if the Court be satisfied that there is a reasonable excuse *bonâ fide* for the non-attendance of such party; but any such party may be compelled to attend or give evidence as a witness in the suit under the law applicable to the attendance of parties to a suit as witnesses.

XXXV. If a plaintiff or a defendant setting up a cross-demand against the plaintiff, be excused by the Court from personal appearance, such plaintiff or defendant shall appoint a person to attend the Court on his behalf, who has personal knowledge of the subject of the claim or demand, and who shall be liable to be examined and cross-examined in the same manner as the plaintiff or defendant would have been if he had personally attended. The Court may also, if it think fit, order that the party excused shall be examined in any way in which an absent witness may be examined.

XXXVI. If on the day fixed by the summons for the appearance of the defendant, or on any subsequent day to which the hearing of the case may be adjourned, prior to the recording of the parties appear, the Court shall non-suit the plaintiff.

XXXVII. If on any such day the defendant only appear and dispute the demand, the Court shall dismiss the case with costs, unless the defendant admit the cause of action, or any part of it; in which case the Court shall proceed to give judgment for the plaintiff upon such admission without costs: provided that such judgment, if there be several defendants, shall be only against the defendant who makes the admission.

XXXVIII. If on any such day the plaintiff only appear, the Court, upon proof that the summons has been duly served according to the provisions of this Act, or that the defendant has come to the knowledge of such summons, shall proceed to examine the plaintiff or his agent, and after considering the allegations of the plaintiff, and any documentary or oral evidence adduced by him, may either dismiss the case, or postpone the hearing of it to a future day for the attendance of any witness the plaintiff may wish to call, or may make an *ex parte* decree against the defendant.

XXXIX. If the defendant shall appear on any subsequent day to which the hearing of the suit may be postponed under the last preceding Section, the Court may, upon such conditions, if any, as to costs or otherwise as it may think proper, allow him to be heard in answer to the suit as if he had appeared on the day fixed for his attendance.

XL. If on the day fixed for the trial of any issue neither of the parties appear, the plaintiff shall be non-suited. If on any such day one only of the parties appear, the issue shall be tried and determined *ex parte*.

XL. If on the day fixed for the trial of any issue neither of the parties appear, the plaintiff shall be non-suited. If on any such day one only of the parties appear, the issue shall be tried and determined *ex parte*.

XL. If on the day fixed for the trial of any issue neither of the parties appear, the plaintiff shall be non-suited. If on any such day one only of the parties appear, the issue shall be tried and determined *ex parte*.

XL. If on the day fixed for the trial of any issue neither of the parties appear, the plaintiff shall be non-suited. If on any such day one only of the parties appear, the issue shall be tried and determined *ex parte*.

XL. If on the day fixed for the trial of any issue neither of the parties appear, the plaintiff shall be non-suited. If on any such day one only of the parties appear, the issue shall be tried and determined *ex parte*.

XLII. If a decree be made *ex parte* and the party against whom such decree shall have been made appear, either in person or by agent, if a plaintiff, within fifteen days from the date of the Court's order, and if a defendant, within such time as the Court shall deem reasonable under all the circumstances of the case, not exceeding three months after the defendant has been arrested, or some part of his property has been attached in execution of the decree, and shall show good and sufficient cause for his previous non-appearance, and shall satisfy the Court that there has been a failure of justice, the Court may, upon such terms and conditions as to costs or otherwise as it may think proper, revive the suit, and alter or rescind the decree according to the justice of the case, recording the reasons for so doing, and may also order restitution, if the decree shall have been executed, which order may be enforced in the same manner as a decree; but no decree shall be reversed or altered without previously summoning the adverse party to appear and be heard in support of it.

XLII. *Clause 1.*—The defendant, in any action under this Act, may pay into Court such sum of money as he shall think a full satisfaction for the demand of the plaintiff, together with the costs incurred by the plaintiff up to the time of such payment, and such sum shall be paid to the plaintiff.

Clause 2.—If the defendant deposit less than the sum claimed, and the plaintiff elect to proceed in the case, and ultimately recover no further sum than shall have been paid into Court, the plaintiff shall be charged with any costs incurred by the defendant in the suit after such payment.

XLIII. No interest shall be allowed to a plaintiff on any sum paid by the defendant into Court, from the date of such payment, whether such sum be in full of the plaintiff's claim or fall short thereof.

XLIV. A defendant may set off against the plaintiff's claim, in any suit under this Act, any demand for which he might have sued the plaintiff in the same Court; but if the demand proposed to be set off exceed the amount cognizable by the Court, the defendant, previously to being allowed to set off the same, shall abandon the excess.

XLV. If the defendant in any case claim to set off any demand against the claim of the plaintiff, the Court shall find what amount is due to the plaintiff, and what amount, if any, is due to the defendant, and shall give judgment for the recovery of any sum which upon such finding shall appear due to either party.

XLVI. The judgment of the Court with respect to any demand which a defendant may claim to set off shall have the same effect as if such sum had been claimed by the defendant in a separate action against the plaintiff.

XLVII. *Clause 1.*—If a plaintiff have a demand recoverable against two or more persons jointly answerable, he may sue any one or more of such persons without joining the other, and the dismissal of such suit or a decree therein shall bar his claim against the person not joined.

Clause 2.—If a plaintiff sue two or more persons

Judgment may be obtained against defendants who have been served with summons, though sued jointly with others who have not been served.

shall have been personally served with such summons.

XLVIII. If either party fail to produce his proofs

If either party fail to produce his proof, or adopt measures to enforce the attendance of witnesses, the case shall be proceeded with as if he had declined to produce any proof.

such party had declined to produce any proof.

XLIX. The Court may, in any case, make orders

Court may grant time for prosecuting claim or defence, and may adjourn the hearing.

also from time to time, for sufficient reason to be recorded by the Judge, adjourn the hearing or further hearing of any case, in such manner as to the Court may seem fit, or call on either party for proof on any point which the Court may think necessary for the determination of the case.

L. On the trial of any issues, the substance of the

On trial of issues, evidence to be reduced to writing.

of the Judge, in the form of a narrative, by, or in the presence and under the personal superintendence of, the Judge.

LI. The Court shall

Judgment how to be pronounced.

LII. If the decree be for the delivery of personal property, it shall state the amount of money to be paid as an alternative if delivery cannot be had. The decree shall also state the amount of costs incurred in the suit and by what parties, and in what proportions they are to be paid.

LIII. Every decree for the payment of money or

Decree when to contain an order for immediate execution.

ment by instalments, with or without interest, of any sum adjudged, or there shall be other good reason to the contrary.

LIV. If any person entitled to plead in a Court

Pleader's fee when and how to be charged.

under this Act, the Court, if it consider the case a fit one for the employment of a pleader, may charge the losing party, as part of the costs of suit, with a sum on account of the pleader's fee, not exceeding, in the case of a plaintiff, 5 per centum upon the sum decreed, and in the case of a defendant 5 per centum upon the amount

Proviso.

agent shall be charged as part of the costs of suit in any other case.

LV. In a suit for damages for breach of contract, if

In a suit for damages for breach of contract, Court may, with consent of plaintiff, order specific performance.

performance of the contract within a time to be fixed by the Court, and shall award an amount of damages to be paid as an alternative.

jointly answerable, and one or more of such persons cannot be personally served with the summons, judgment may be obtained against any person or persons who

within the time allowed him, or to take out a summons for the attendance of any witness whose attendance he may require to be enforced, the case shall be proceeded with and determined as if

LVI. If the case be settled by compromise before the defendant is called upon to make his defence, the plaintiff shall be entitled to receive back the entire amount of the stamp duty paid on the plaintiff.

LVII. If the compromise be such as to require a decree to pass, on which process of execution can be taken out, the plaintiff shall not be entitled to a refund of the stamp duty.

LVIII. If one or more of several defendants die before judgment, the plaintiff may continue the suit against the survivor or survivors in the same manner as if he or they had been sued alone; provided that a decree in such suit shall be a bar to any proceedings against the representative of the deceased defendant.

LIX. If a sole plaintiff die before judgment, the Court, at the instance of his representative, may proceed to judgment in the same manner as if the suit had been commenced by the representative.

LX. If the plaintiff become bankrupt or insolvent before judgment, the Court may proceed to judgment at the instance of the assignee in the name of the plaintiff.

LXI. No suit instituted under this Act shall be dismissed on the ground of defect of parties, of misjoinder of persons or claims, of improper valuation of a claim, or of any other defect, error, or irregularity, if it shall appear to the Court that such defect of parties, misjoinder, improper valuation, error, defect, or irregularity was not wilful or for the purpose of obtaining any undue advantage, and that an amendment may be made without injustice to any person; and the Court may, for the purpose of correcting any error or defect, direct such amendment to be made as may be necessary, and upon such terms as it may deem proper.

LXII. If at the time of a summary inquiry into a plaintiff under Section XIV. of this Act, or at any subsequent stage of a suit, any question of law, or usage having the force of law, or the construction of a document affecting the decision of the case, may arise, on which the Court may entertain reasonable doubts, and which it may be requested by either party to reserve for the opinion of the Sudder Court, the Court may draw up a statement of the case, and submit it with its own opinion for the decision of the Sudder Court.

LXIII. If the Court refuse the application of any of the parties to a suit for a reference to the Sudder Court, it shall make a note on the record of the grounds of the application and the reasons for refusal.

LXIV. If such case be stated before the issue of a summons to the defendant, notice of such reference to the Sudder Court (which notice shall briefly set forth the nature of the claim and the question referred) shall forthwith be served on the defendant in the same manner as a summons.

LXV. The Court may proceed in the case, notwithstanding a reference to the Sudder Court, and may pass a decree contingent upon the opinion of the Sudder Court on the point referred; and

Grounds of refusal of Court to refer to Sudder Court on an application of parties, to be noted on the record.

Notice of reference to Sudder Court, if made before issue of summons, to be forthwith given to defendant.

Court may pass decree contingent upon the opinion of the Sudder Court, pending which execution not to issue.

no execution shall be issued until the receipt of the order of the Sudder Court.

Full bench of the Sudder Court to decide cases referred under this Act.

LXXVII. The Sudder Court shall fix an early day for the hearing of the case, and shall notify the same by a proclamation to be fixed up in the Court House of that Court.

Proclamation thereof.

Parties may appear and be heard in person or by pleader.

LXXIX. The Sudder Court, when it has heard and considered the case, shall transmit a copy of its judgment, under the seal of the Court and the signature of the Register, to the Court by which the reference was made; and such Court shall, on the receipt thereof, proceed to dispose of the case conformably to the decision of the Sudder Court.

Decision of Sudder Court how to be transmitted.

LXX. Each party shall bear his own costs, if any, consequent on the reference of a case for the opinion of the Sudder Court.

Costs of reference to Sudder Court.

LXXI. Process of execution shall be in the form contained in Appendix D or E, or to the like effect, and shall be directed to the Nazir of the Court. Any moveable property required to be seized under an execution shall be described in a list, to be furnished by the judgment creditor, and shall be pointed out by him or his agent. Process shall not be issued simultaneously against the person and property of a judgment debtor.

LXXII. If the Court shall award payment of any sum of money by instalments, and default be made in payment of any instalment as it falls due, execution shall issue upon the application of the judgment creditor for the full amount of all the instalments remaining unpaid.

LXXIII. Execution on a judgment shall not issue against the heir or other representative of a deceased party, without notice to such heir or other representative to appear and be heard.

LXXIV. Process of execution shall bear date on the day on which it is signed by the Court, and no warrant shall continue in force for a longer period than sixty days calculated from such date.

LXXV. Second and successive warrants of execution may be issued by order of the Court, on the application of the judgment creditor, after the expiration of the period above fixed for the continuance in force of a previous warrant. No such warrant shall continue in force for a longer period than sixty days.

LXXVI. No warrant of execution shall be issued upon any judgment without notice to the party against whom execution is applied for, unless the application for the issue of the same be made within one year from the date of the judgment or from the date of the last previous application for execution, or, if the judgment be for payment by instalments, from the date of the first default of payment.

LXXVII. If the judgment of the Court be for the delivery of any personal property to the decree-holder, the Court shall issue a warrant against the person.

Warrant against personal property.

rant, in the form contained in the Appendix F, or to the like effect, directing the Nazir to deliver, or cause to be delivered, the property to such party, or if delivery cannot be had, to levy at the instance of the plaintiff, the sum awarded as an alternative.

LXXVIII. If a warrant issue for taking in execution the body of any person, the Nazir of the Court shall cause him to be seized, and unless such person shall immediately deposit with the Officer entrusted with the service of the warrant the full amount specified therein, the Nazir shall bring him before the Court; and if such person shall not immediately deposit in Court the full amount specified in the warrant, or furnish good and sufficient security for the payment of the same, either in full or by instalments, as the Court may direct, or satisfy the Court that he has done his best to pay the same, and has no property or effects from which it can be discharged, the Court shall send him to the Civil Jail, there to remain for such time as shall be directed by the warrant, unless he shall in the mean time pay the full amount specified therein, or furnish such security as aforesaid. Provided that the term to be directed by the warrant shall not exceed three calendar months where the amount decreed, exclusive of costs, does not exceed Fifty Rupees, or six calendar months in any other case.

Warrant against the person.

LXXIX. The security taken under the preceding Section shall be by bond in the form contained in Appendix G. If default shall happen in the fulfilment of the conditions of the bond, the judgment creditor may, without a fresh action, sue out execution upon such bond under the rules of this Act, in like manner as if a decree had been passed against the surety, his heirs, executors, or administrators upon such bond.

LXXX. Any person once discharged from Jail shall not be imprisoned a second time under the same judgment, but such discharge shall not extinguish the liability of such person under the decree, or exempt any property liable to attachment in execution of the same.

LXXXI. Any person suing out process of execution against the body of any person under this Act shall deposit with the Nazir of the Court, at the time of the issue of the warrant, diet money for one month of thirty days, at such rate as the Court may direct, not exceeding two annas *per diem*, unless the Court, for any special reason, direct the deposit after a higher rate, which shall not exceed four annas *per diem*.

LXXXII. Payment for diet money at the same rate shall be made previous to the commencement of each succeeding month of the imprisonment, in failure of which the party confined shall be discharged.

LXXXIII. All diet money spent in providing subsistence for any prisoner shall be added to the costs in the suit, and any diet money not so spent, shall be returned to the party who deposited the same.

LXXXIV. The Court, at the instance of the judgment creditor, may, at any time after judgment, summon the judgment debtor, and any other person whom it may think necessary, and examine him upon oath or affirmation touching the property of the judgment debtor and his means of satisfying the judgment; and if such judgment debtor, or other person, on such examination, shall wilfully misrepresent any matter on which he may be examined, he shall be deemed guilty

Court may examine judgment debtor touching his property.

of perjury, and shall be proceeded against, and, upon conviction, punished accordingly.

LXXXV. A judgment debtor may, at any time, deposit in Court any sum, or any part of any sum, of money which he may have been adjudged to pay, and the sum so deposited shall be paid over to the party entitled to receive the same; and no interest shall be allowed to such party upon such deposit from the date on which it was made, whether it be in full of the judgment, or fall short thereof.

LXXXVI. When cross-judgments shall have been obtained between two parties, execution shall issue only upon the one which shall be for the larger sum, and for so much only as shall remain after deducting the smaller sum.

LXXXVII. In executing a writ of execution against the moveable property of a debtor liable under this Act, the Nazir shall except the tools and implements of the trade or business of such debtor and seed intended for the sowing of land cultivated by him.

LXXXVIII. No sale of any moveable property taken in execution shall be made until after the end of six days at least next following the day on which such moveable property may have been so taken, unless such moveable property be of a perishable nature, or upon the request in writing of the party whose property has been taken. Until such sale, the moveable property shall be deposited by the Nazir in some fit place, or it may remain in custody of some fit person approved by the Nazir.

LXXXIX. If, within the period of five days, a third party appear before the Court, and by petition, supported by his oath or affirmation, claim a right or interest in any of the moveable property seized, the Court shall stay the sale of such property.

XC. The Court shall adjudicate upon such claim, and make such order between the claimant and the plaintiff and defendant in the original suit as shall seem fit.

XCI. In trying such claims, the Court shall be guided by the rules contained in this Act so far as they may be applicable; and the judgment passed by the Court upon such claim shall have the same effect and be subject to the same rules as a judgment in a summary action instituted under the provisions of this Act.

XCII. If such third party shall fail to establish his right to the property seized, the Court, at the time of disposing of the case, may award to the judgment creditor against such third party, as part of the costs, such sum as it may consider sufficient to cover any loss of interest or damage which such judgment creditor may have sustained by reason of the postponement of the sale of such property.

XCIII. If several judgments be recovered under this Act against the same party, the judgment creditor who first furnishes a list of moveable property to be seized in execution shall have a preferential right to have the whole of his claim satis-

fied from the proceeds of the sale of such property; but this rule shall not apply to any creditor who shall refuse to maintain his right to bring such property to sale against a third person who may claim the same, nor to any judgment which shall be proved to have been obtained collusively to defraud creditors.

XCIV. No irregularity in publishing or conducting a sale of moveable property under an execution shall vitiate such sale; but this rule shall not be held to deprive any person, who may sustain damage by reason of such irregularity, from recovering such damage by action.

Irregularity in publishing and conducting a sale shall not vitiate the same.

Proviso.

XCv. If a judgment creditor be unable to enforce judgment how to be enforced against land within the general jurisdiction of the Judge of the Court.

or obtain satisfaction of a judgment by execution against the person or moveable property of the debtor within the jurisdiction of the Court which pronounced the same, the Judge of such Court, if he has a general jurisdiction by virtue of which he has power to issue execution against immovable property for the satisfaction of decrees, shall, upon the application of the judgment creditor, issue execution against any immovable property of the defendant, which the plaintiff shall point out, within his general jurisdiction, under the same rules and procedure, and subject to the same appeal, as in cases which fall within his general jurisdiction; or the Court, on the application of the judgment creditor, shall grant him a copy of the judgment and a certificate of any sum remaining due under it, and on the presentation of the copy and certificate to any other Civil Court of Her Majesty or of the East India Company within the said Territories, such Court shall proceed to enforce such judgment by process either against the person or against the moveable or immovable property of the debtor, according to its own rules and mode of procedure, under Act No. XXXIII. of 1852. Provided that no such judgment shall be removed into any Court other than a Court of Small Causes for the purpose of enforcing the same against the person or moveable property of a debtor within the local limits of a Court of Small Causes which such Court might levy under a decree of its own. Provided also, that Section I. Act XXIII. of 1840 shall not extend to any writ or process of execution issued out of a Small Cause Court.

Judgment how to be enforced beyond jurisdiction of Court.

Proviso.

XCVI. Every process under this Act shall issue under the seal and signature of the Court, and shall be directed to the Nazir of the Court, and shall be served or executed by him, or by a single officer of his establishment.

XCvII. If any person resists the execution of a process issued under this Act, the Court may, on the statement on oath of the peon or other Officer resisted, summon the offender to answer the charge; and if, after due service of the summons, he fail to attend, may issue a warrant for his apprehension. If the charge be proved, the Court may punish the offender by a fine not exceeding Fifty Rupees, commutable, if not paid, to imprisonment in the Civil Jail for a period not exceeding thirty days. All orders passed by a Court of Small Causes, under this Section, shall be appealable to the Zillah Judge.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCvIII. The Judge of each district shall, with the approval of the Sudder Court, prepare a table of the costs of serving process under this Act; and the amount chargeable for every process shall be deposited with the Nazir of the Court previously to the issue thereof, and shall form part of the costs of suit.

XCIX. Clause 1.—Every order and judgment passed by a Court of Small Causes under this Act shall be final and not open to review or appeal, except as in this Act provided.

Clause 2.—Upon the application of a plaintiff, the Zillah Judge may order the admission of a plaint improperly rejected.

Clause 3.—The Small Cause Court, with the sanction of the Zillah Judge, may, upon the application of either party to suit, order the re-hearing of a suit upon the ground of the discovery of new evidence or matter material to the issue of the case which the petitioner had no knowledge of or could not produce at the time of trial.

Clause 4.—The Zillah Judge may, upon the application of either party, set aside a judgment of the Small Cause Court, and make such investigation into the merits of the case, and pass such decision thereon, as to him may seem fit, for any of the following special reasons, *namely*—

1. The rejection of evidence which ought to have been admitted, or the admission of evidence which ought to have been rejected, if the Judge be of opinion that the admission of the evidence improperly rejected, or the rejection of the evidence improperly admitted, would have been likely to cause a different finding upon any material issue in the case.

2. Substantial defect in the procedure or investigation of a case in the Small Cause Court, or misconduct of the opposite party or of the Small Cause Court, from which there may be strong probable grounds for presuming a failure of justice; but no decision of a Small Cause Court shall be reversed or altered, nor shall a re-hearing be directed in any case, upon the ground that the decision of any question of fact is contrary to, or not warranted by, the evidence duly taken in the case.

3. Substantial defect in procedure, &c., or misconduct of opposite party or Court.

4. Upon the application of either of the parties, the Zillah Judge may state a case for the opinion of the Sudder Court, if he shall be of opinion that the decision of the Small Cause Court upon the construction of a document, or upon any point of law or usage having the force of law, affecting the merits of the case, is erroneous; and the Sudder Court, upon the receipt of such case, shall proceed in the manner laid down in Sections LXVII. to LXX. of this Act.

CI. The application under Section XCIX. or C. to the Zillah Judge shall be written on stamped paper of the value prescribed for petitions to the Zillah Court, provided that, when such value may be of higher amount than the value of the stamp prescribed for the petition of plaintiff by Section VIII. of this Act, the application may be written on stamped paper of the value prescribed for the petition of plaintiff, or if no stamp be prescribed for the plaintiff, the application may be on unstamped paper. Provided also, that, if the application be successful, the value of the stamp, if any, shall be returned to the petitioner.

CII. Any application, either to the Zillah Judge or to the Small Cause Court, under Section XCIX. or C. of this Act, shall be presented within thirty days from the date of the decision; and no re-hearing,

Applications to Zillah Judge or to Small Cause Court under Section XCIX. or C. when and how to be made.

Provido.

Applications to Zillah Judge or to Small Cause Court under Section XCIX. or C. when and how to be made.

new trial, or reference to the Sudder Court shall be granted, unless the application be accompanied by a deposit in the Court of the whole amount, if any, decreed against the petitioner, whether absolutely or as an alternative, except when the amount of the judgment and costs of execution has been paid into Court, or has been levied by process of execution; the amount if deposited in Court, or if levied and not paid over, shall remain in deposit subject to the order of the Court.

CIII. The Court to which such application is made may interrogate the applicant or his agent, upon oath or solemn affirmation, previously to deciding upon the application, and, without summoning the opposite party, reject the petition.

CIV. No decision of a Small Cause Court shall be annulled or otherwise altered to the prejudice of the opposite party, nor shall a case be referred to the Sudder Court without notice to such party to enable him to appear and be heard.

CV. Every order passed by a Zillah Judge, or by the Small Cause Court, upon an application under Section XCIX. or C. of this Act, shall be final and not open to appeal or review.

CVI. A non-suit shall be no impediment to the institution of a new suit on the same cause of action where the party is not precluded by lapse of time or otherwise under the general law.

CVII. The Zillah Judge may transfer any case pending in a Small Cause Court within his Zillah to any other Small Cause Court in the same Zillah, recording his reasons for such transfer.

CVIII. It shall be lawful for the Executive Government in any of the said Presidencies to extend the summary jurisdiction of the Moonsiff's Court in any District as a Small Cause Court under this Act, to an amount not exceeding Three Hundred Rupees.

CIX. It shall be lawful for the Executive Government in any of the Territories in the possession and under the Government of the East India Company, to invest any Civil Court of the East India Company now existing, or which may hereafter be established with the sanction of the Governor General in Council, with the summary jurisdiction of a Small Cause Court under this Act, for the adjudication of claims to an amount not exceeding Five Hundred Rupees, and from time to time to determine the territorial limits within which such Court shall exercise such summary jurisdiction; Provided that no Court shall be invested with jurisdiction as a Small Cause Court beyond the amount of its ordinary jurisdiction.

CX. Provided, that in claims for an amount exceeding Fifty Rupees, it shall be at the option of the plaintiff to sue in a summary action in a Small Cause Court, or otherwise; but no party having instituted a regular suit in a case in which he might have sued in a summary action under this Act, shall recover costs in

Local Governments may extend summary jurisdiction of Moonsiff's Courts to Three Hundred Rupees.

Local Governments empowered to invest Civil Courts with summary jurisdiction to the extent of Five Hundred Rupees, and from time to time to determine the territorial limits of jurisdiction.

Local Governments empowered to invest Civil Courts with summary jurisdiction to the extent of Five Hundred Rupees, and from time to time to determine the territorial limits of jurisdiction.

Claims exceeding Fifty Rupees may be sued for in a summary action in a Small Cause Court, or otherwise.

Provido.

such suit beyond the amount which he might have recovered in a summary action, nor any costs of appeal arising out of such regular suit. The defendant, however, in such case, if the judgment be in his favour, shall be entitled to recover the full costs, either of the original suit, or of an appeal arising therefrom, as if this Act had not been passed.

CXI. This Act shall not extend to any suit instituted before this Act shall have prospective effect.

XXII. The words "Civil Jail" shall include the Civil Jail of the Zillah, and any place appointed by the Executive Government for the confinement of prisoners in civil cases by any Court constituted under this Act. The word "Nazir" shall include any officer of a Court authorised to serve or execute its process. Unless there be something in the subject or context repugnant to such construction, words importing the singular number shall include the plural number, and words importing the plural number shall include the singular number; and words importing the masculine gender shall include females.

CXIII. This Act shall commence and take effect from and after the 1st day of January 1856.

APPENDIX A.

FORM OF PLAINT.

No. _____ dated _____ Plaintiff,

[Here enter name, designation, and residence.]

versus

Defendant.

[Ditto ditto.]

Claim Company's Rupees

[Here state briefly the cause of action, and its date.]

The following are given as examples of such statement, and must be adapted to the circumstances of the case:—

Being the damages sustained by the Plaintiff by the non-performance on the part of the Defendant of a written contract, filed herewith [here state the nature of the contract, and the date upon which it was entered into].

or

Principal and interest on a bond made by the Defendant to the Plaintiff, under date _____ payable on _____ and bearing interest at _____ per centum per year.

or

For goods sold and delivered as per account stated below.

or

Rent for the use and occupation by the Defendant of a shop belonging to the Plaintiff (situated _____), for twelve months, from _____ to _____ at _____ Rupees per month.

or

Wages for five months as washerman, from _____ at _____ Rupees per month.

or

For that the Defendant on the _____ day of _____ 185 _____ at _____ so improperly drove a certain cart, that it struck and injured a cow belonging to the Plaintiff, whereby the Plaintiff has sustained damages to the amount stated.

or

For that the Defendant on the _____ day of _____ 185 _____ at _____ so improperly drove a certain cart, that it struck, and thereby broke one of the Plaintiff's legs, in consequence

of which injury the Plaintiff makes the following claim against the Defendant for special pecuniary damage, viz:—

Loss of Wages from _____ to _____ at the rate of _____ Rs. _____
Medical Attendance _____ Rs. _____
Compensation for personal suffering _____ Rs. _____

Total... Rs. _____

APPENDIX B.

FORM OF SUMMONS TO DEFENDANT.

No. _____ (of plaint), dated _____ Plaintiff

[Here enter name, designation, and residence.]

versus

Defendant.

[Ditto ditto.]

In the Court of _____ at _____

Whereas the said A. B. has brought a claim against you in this Court for _____ Rupees, a copy of the plaint is hereunto annexed, and you are hereby required to appear in this Court in person [if not specially required to appear in person, state in person, or by an agent who has personal knowledge of the subject, or accompanied by a witness who has such personal knowledge], on the _____ day of _____ to answer the above-named Plaintiff, and you will bring with you (or send by your agent) [here mention any document, the production of which may be required by the Plaintiff], which the Plaintiff desires to inspect, and any document on which you may intend to rely in support of your defence.

APPENDIX C.

FORM OF SUMMONS FOR CITING A WITNESS.

In the Court of _____

Plaintiff,

[Here enter name, designation, and residence.]

versus

Defendant.

[Ditto ditto.]

To A. B., inhabitant of _____

You are hereby commanded to appear at the said Court on the _____ day of _____ next, to give evidence in the above suit (or to produce) [here mention any document that the witness may be required to produce].

APPENDIX D.

WRIT OF EXECUTION AGAINST THE PERSON.

Plaintiff,

[Here enter name, designation, and residence.]

versus

Defendant.

[Ditto ditto.]

To the Nazir of the Court of _____

Whereas the said C. D. was directed by a decree of this Court, under date the _____ day of _____ 185 _____ to pay to A. B. the sum of _____ Company's Rupees _____ and _____ Rupees _____ for costs of suit, amounting to _____ Company's Rupees _____; and whereas the said C. D. has omitted to liquidate the same: These are hereby to command you to apprehend the said C. D., and unless the said C. D. shall pay you the sum of _____ Company's Rupees _____ in satisfaction of the said decree and costs, and the sum of _____ Rupees _____ for the costs of executing this process, to produce him before this Court, to be dealt with according to law.

Given under my hand, and the seal of the Court,
this day of 185 .
(Signed) E. F.,
Judge.

APPENDIX E.

WRIT OF EXECUTION AGAINST THE EFFECTS.

Plaintiff,
[Here enter name, designation, and residence.]
versus
Defendant.

[Ditto ditto.]

To the Nazir of the Court of

Whereas C. D. was directed by a decree of this Court, under date the 185 to pay to A. B. the sum of Rupees with interest at per centum per annum to the day of payment, which to this date amounts to Rupees and Rupees for costs of suit, amounting to Company's Rupees ; and whereas the said C. D. has omitted to liquidate the same : These are therefore to command you to levy the said sum of Company's Rupees and the sum of Company's Rupees for costs of executing this process, by distress and sale of such moveable property of the said C. D. as is described in the list annexed, and shall be pointed out to you by the decree-holder, or his agent ; and you are hereby ordered and directed to distrain such property of the said C. D., and to sell and dispose of the same within [not being less than six days from the day the property was taken], unless the sum of Company's Rupees for which such distress shall be made, together with the reasonable charges of taking and keeping such distress, shall be sooner paid ; and you are hereby commanded to certify to me what you shall do by virtue of this warrant.

Given under my hand, and the seal of the Court, at this day of 185 .
(Signed) J.,
Judge.

APPENDIX F.

WARRANT FOR DELIVERY OF PROPERTY.

Plaintiff,
[Here enter name, designation, and residence.]
versus
Defendant.

[Ditto ditto.]

To the Nazir of the Court of

Whereas C. D. was directed by a decree of this Court, dated the 185 , to deliver a certain horse to A. B., and to pay the sum of Company's Rupees on account of costs of suit ; or if the delivery of said horse cannot be had, to pay the sum of Company's Rupees as an alternative, together with the said costs : These are therefore to command you to cause the said horse to be delivered to A. B., and to levy from C. D. the said sum of Co.'s Rs. for costs of suit, and Co.'s Rs. for costs of executing this process ; or if the horse cannot be delivered, to levy from C. D., at the instance of A. B., the said sum of Co.'s Rs. awarded as an alternative, together with the said costs of suit and costs of execution, amounting to Co.'s Rs. by distress and sale of such moveable property of the said C. D. as shall be described in the list to be furnished to you by the decree-holder, or his agent, under his signature, and shall be pointed out to you by him or his agent ; and you are hereby ordered and directed to distrain such property of the said C. D., and to sell and dispose of the same within [not being less than six days from the day the property was taken], unless the sum of Co.'s Rs. for which such distress shall be made, together with the reasonable

charges of taking and keeping such distress, shall be sooner paid ; and you are hereby commanded to certify to me what you shall do by virtue of this warrant.

Given under my hand, and the seal of the Court, at this day of 185 .
(Signed) J.,
Judge.

APPENDIX G.

FORM OF SECURITY BOND FOR PAYMENT OF THE AMOUNT OF DECREE BY JUDGMENT DEBTOR.

Plaintiff,
[Here enter name, designation, and residence]
versus
Defendant.

[Ditto ditto.]

Whereas was directed by a decree of this Court, under date to pay to the sum of Rupees for costs of suit, amounting and Rupees for costs of suit, amounting in all to Company's Rupees and whereas the said has failed to pay the same, I have voluntarily become security for the payment of the above sum to the said in full, or by instalments [if to be paid in full, state date of payment ; if by instalments, specify the number of instalments, and the date on which each instalment becomes due] ; and I do hereby agree, on behalf of myself, my heirs and representatives, to perform the conditions of this bond, and that, if any default shall happen in the fulfilment of the conditions contained in this bond, the judgment creditor may proceed, without a fresh action, to sue out execution against me upon this bond, under the rules of this Act, in like manner as if a decree had been passed against me upon this bond.

Dated the day of
(Signed) Security.
Signed, dated, and delivered in the presence of
(Names and residence of Witnesses.)

W. MORGAN,
Clerk of the Council.

Legislative Council.

16th June 1855.

The following Bill was read a second time in the Legislative Council, on the 16th June 1855, and referred to a Select Committee, who are to report thereon after the 20th of September next :—

A Bill to facilitate the Acquisition of Land needed for Public Purposes in the Presidency of Bombay.

I. Whenever it shall appear to the Governor of Bombay in Council that any land is needed for a public purpose, he shall make a declaration of Government that Land is needed for a public purpose. Declaration of Government that Land is needed for a public purpose. purpose, he shall make a declaration to that effect in a Minute of Council, and such declaration shall be conclusive evidence that the purpose for which the land is needed is a public purpose.

II. When a declaration has been made by the Governor in Council, that any land is needed for a public purpose, if there shall be any hindrance to the immediate acquisition of such land by purchase from the parties interested therein, it shall be competent to the Governor in Council to order the land to be taken possession of on the part of Government, and applied to the purpose for which it is needed, leaving claims for compensation for the land to be determined as hereinafter provided.

III. When such order is passed by the Governor

Land to be measured, and possession to be taken; after which, the property shall be vested in the Government.

shall think fit to appoint, to carry it into execution; and the Collector or other Officer so appointed shall cause the land ordered to be taken to be marked out and measured, and possession to be taken thereof on behalf of Government, and the land shall thenceforward be vested absolutely in the Government, free and clear of all other estates, rights, titles, remainders, reversions, limitations, trusts, and interests, and also of all mortgages, liens, or incumbrances whatsoever, of and in the land so taken as aforesaid; and any suit which may be instituted to recover the land so taken by Government in any Court of Judicature shall be dismissed with costs. Provided always, that nothing herein contained shall affect the liability of the party who may receive the value of any land so taken by Government, without having a good title to the same.

Proviso.

the value of any land so taken by Government, without having a good title to the same.

IV. As soon as the land has been marked out, the Collector, or other Officer appointed as aforesaid, shall cause the order in Council to be affixed in some conspicuous place upon the land, and published by proclamation in the neighbouring bazars and villages, with a citation, calling on all parties interested in the land to appear before him in person, or by authorised agents, on a certain day, not less than fifteen days after the date of citation, and to state the nature of their interests in the land required, and the amount and particulars of their claims to compensation for the same.

V. It shall be competent to the said Collector, or other Officer appointed as aforesaid, to admit any such claims that appear to him to be valid; and if he and all the parties interested in the land agree as to the compensation to be allowed to them respectively, to pass an award for the same.

Collector to admit claims appearing to be valid, and, if compensation be agreed upon, to make award for the amount.

VI. If the said Collector or Officer shall judge any of the claims preferred to be inadmissible, and the parties interested in the land, or any of them, shall nevertheless persist in such claims; or if the said Collector or Officer, admitting the interests claimed, shall object to the compensation demanded for the same as excessive, the points in dispute shall be referred to the determination of arbitrators, to be appointed in the manner hereinafter provided.

Arbitrators to be appointed, if claims or amount of compensation are not admitted.

VII. Two persons shall be chosen to act as arbitrators on the part of Government, by the Collector or other Officer duly appointed as aforesaid, and the party or parties claiming to be interested in the land taken shall be called upon by the said Collector or Officer to elect, within fifteen days, two persons to act as arbitrators on his or their part. If there be several parties interested as aforesaid, and they cannot agree within the required period in the election of persons to act as arbitrators on their behalf, then and in that case each of them shall nominate one person, whom he may desire to act on his behalf, and the said Collector or Officer shall choose by lot, out of the persons so nominated by the parties aforesaid, or by any of them, two persons to act as arbitrators on behalf of the parties interested in the land. If only two persons shall be so nominated by the parties interested in the land, they shall be the arbitrators on behalf of such parties, whether the whole of the parties interested as aforesaid may or may not have been concerned in their nomination. If only one person shall be so nominated, then only one of the persons selected to act as arbitrators on the part

in Council, it shall be sent to the Collector of the district in which the land lies, or to such other Officer as the Governor in Council

of Government shall be employed on the duty. If the parties interested in the land shall refuse or neglect, or if, by reason of minority, lunacy, or absence from the Presidency, they shall be unable to make any nomination within the required period, then the said Collector or Officer shall and may select two impartial persons to arbitrate the matter between Government and the parties interested in the land.

VIII. Before the arbitrators proceed to arbitrate, they shall be required by the said Collector or Officer to appoint an umpire for the decision of any points whereon they may differ in opinion, when the voices on each side shall be equal. If the arbitrators cannot agree in the selection of an umpire, the said Collector or Officer shall be authorised to choose some person to act as such.

IX. In cases wherein the arbitrators may differ in opinion, if the voices on each side shall be equal, the decision of the umpire on the point of difference shall be conclusive; in all other cases the opinion of the majority of arbitrators shall determine the award.

X. The arbitrators shall hold their inquiry under the general superintendence of the Collector, or other Officer appointed as aforesaid, who shall be competent to exercise towards them such powers and authority, for the purpose of securing their attendance, and the due completion of their award as the Courts of Judicature may legally exercise towards persons summoned as witnesses before them, for the purpose of compelling such witnesses to attend, and give evidence. It shall further be competent to the Officer presiding, in the event of any unnecessary delay on the part of the arbitrators in determining any question referred to them, to call upon them to make their award within a specified time, and in default thereof, to refer such question to the umpire for his decision.

XI. The said Collector or other Officer appointed as aforesaid shall, on the application of the arbitrators, summon any witnesses whom the arbitrators may call for and whom the parties may not be able to produce before them without such process. He shall also cause the proper forms of affirmation to be executed by any witnesses whom the arbitrators may desire to examine upon affirmation, or he may empower the arbitrators to administer or cause the execution of such affirmation, if the witnesses cannot with convenience attend before him. Any witness who shall refuse or omit to appear when duly summoned by such Collector or Officer, or who shall appear but shall refuse to execute the affirmation to be administered as aforesaid, or who shall refuse to give evidence, shall be liable to the same punishment which would be incurred under the law by a witness refusing to appear or give evidence before a Court of Justice. Any person giving intentionally and deliberately a false deposition, under a solemn affirmation, in any case referred to arbitration as above, and upon a point material to the issue thereof, shall be held to be guilty of perjury, and shall be liable to the penalties prescribed for that offence by law; and any person causing or procuring another person to commit the offence of perjury, as above described, shall be guilty of subornation of perjury and punishable according to law.

Penalty for non-attendance or for false swearing.

XII. It shall also be competent to the Collector or other Officer appointed as aforesaid to call upon the parties interested in the land so taken as aforesaid, to appear and produce any accounts, title deeds, or other documents which may be required by the arbitrators for the purposes of their enquiry, and in the event of such persons neglecting or refusing to produce such accounts, title deeds, or docu-

Production of title deeds, &c.

ments, and the fact of their existence being proved by information given upon solemn affirmation, such persons shall be liable to the same punishment which would be incurred under the law by a witness refusing to appear or give evidence in a Court of Justice.

XIII. The arbitrators shall take into consideration the statements of the parties interested in the said land, and the objections of the Collector or other Officer aforesaid on behalf of Government, and after examining the evidence offered on both sides, and making any further inquiry that may appear to them necessary, shall pass their award, allowing or disallowing the interests claimed, provided such interest is not the subject of inquiry under Act XI. of 1852; and determining the total amount of compensation to be given for the interests allowed, the mode in which it is to be given, and if to be given to more than one party, the shares of total compensation which each party shall be entitled to receive.

XIV. The award of the arbitrators, or of the umpire, if he shall be called upon to make an award, shall be binding and conclusive both upon the Government and the parties interested in the land, as respects the gross amount of the compensation to be paid by Government, unless the award shall be set aside by the Civil Court of the zillah upon a charge of corruption against the arbitrators or the umpire, as the case may be, brought by either party, and proved, after due investigation, to the satisfaction of such Court; in which case the matter shall be referred for the determination of a second set of arbitrators, to be chosen in the same manner as the first, and their decision, whatever it may be, shall be final. No petition to set aside an award made under this Act shall be received by the Civil Court of the zillah unless it be presented within thirty days from the date of the award complained of; and the said petition shall be presented on stamped paper of the value used for miscellaneous petitions, and shall be accompanied with a copy of the award objected to. The award of the arbitrators or umpire shall also be binding as respects the shares to be paid to the several parties interested in the land, unless upon a suit instituted within thirty days from the date of the award, in a competent Court, by any of the parties concerned, to alter the apportionment made by such award, an injunction shall be issued to suspend the payment until a decree is passed in the case.

XV. If any question arises as to the previous possession of or title to any land taken by Government under this Act, or if the parties or any of them interested in the land are minors, lunatics, or absent as aforesaid, and are not represented by their guardian, committee, attorney, or other person authorised in that behalf, or if there exist other grounds which, in the judgment of the arbitrators, render it improper to make immediate payment of the compensation awarded by them, or of any part thereof, to any of the parties interested in such land, the said arbitrators shall certify the same to the said Collector or Officer under whose directions they may act, and in such case, or if for any such reason, or any such ground as aforesaid, the said Collector or other Officer shall deem immediate payment improper, then the amount of compensation payable shall be held in deposit by Government until the parties interested in the said land or some of them shall obtain an order of a competent Court for the payment of the same and interest (if any) to them. All sums held in deposit as aforesaid shall bear interest at the lowest rate of any Government securities which may then be procurable.

In certain cases compensation money to be held in deposit until order for payment is made by a competent Court.

XVI. On the close of the enquiry, the arbitrators or umpire shall deliver to the Collector or other Officer appointed as aforesaid, a full and complete report and award upon the questions submitted to their arbitration, under their respective signatures, specifying the amount of compensation to be granted, and (except where, under Section XV., it may appear proper to suspend payment) the parties to whom it is to be made, and the proportions to be paid to each respectively, with a solemn declaration subscribed thereto that the award so given is, to the best of their judgment, true and impartial, and according to the evidence adduced before them, and they shall at the same time deposit with the said Collector or Officer the whole of their proceedings.

XVII. All suits and proceedings instituted against Government to obtain compensation for land taken as aforesaid, other than such petitions to set aside awards as aforesaid, shall be dismissed with costs; but nothing herein contained shall affect the rights of any party to recover the value of any land taken by Government from any person who may have received the same without having any title thereto.

XVIII. In the case of land declared by a minute of the Governor in Council to be needed for a public purpose being acquired by the Government by bargain with and purchase from the parties apparently interested therein, the Collector or Officer appointed by Government to receive possession of the same shall cause proclamation to be made, in the manner prescribed in the 4th Section of this Act, of the transfer of the land to Government by the said parties, and requiring all other persons who may claim any right, title, or interest in such land, to prefer their claims within one calendar month after such proclamation made; and any claims that may be preferred shall be dealt with under Section V. or under Section VI. and the following Sections of this Act. Provided always, that, if no claims shall be made within one calendar month after such proclamation as aforesaid, the said land shall vest absolutely in the Government, free and clear of all other estates, rights, titles, remainders, reversions, limitations, trusts, interests, mortgages, liens, or incumbrances whatsoever of and in the said land so purchased; and any suit to recover the land so purchased by Government, or to obtain from Government compensation for the loss thereof, which may be preferred in any Court of Judicature, shall be dismissed with costs. But nothing herein contained shall affect the liability of the party who may receive the value of any land purchased by Government without having a good title to the same.

XIX. In cases referred to arbitration under the provisions of this Act, any necessary expense which may attend the inquiry of the arbitration, whether for the diet of witnesses or otherwise, shall be paid by Government.

XX. Persons employed in any public work, or in any purpose which has been declared, under the authority of this Act, to be a public purpose, their servants and workmen may, after due notice to the occupier, enter upon any land in order to survey the same or to mark and set out the line of work in contemplation, and may mark the intended line by cutting a trench or placing land-marks along the same, and may, with the sanction of Government or of any Officer appointed by Government to exercise supervision

Expense of arbitration.

Right to enter upon land required for a public purpose.

over the work, cut down and clear away any part of any jungle or tree or tope of trees in the direction of the survey or the intended line. Provided that no person shall enter the curtilage of any house under colour of this Act, without the consent of the occupier, unless between sunrise and sunset and after due notice given to such occupier.

XXI. The powers of this Act shall also extend to authorise, in all cases within the Act, the temporary occupation of any land not more than 100 yards from the centre line of the line of work in contemplation, the taking earth and other materials, the depositing thereon superfluous earth or other materials, the erection of temporary buildings and workshops thereon, or the occupation of any land which may be needed for making temporary roads or approaches from any public road to an intended line of Railway; and for any damage done under the powers conferred in this and the preceding Sections, including the full value of all clay, gravel, soil, and other materials taken thence, compensation shall be paid to and among all persons having an interest therein, to be ascertained, in case of disagreement, in the same manner as compensation for land permanently taken under this Act.

XXII. Whoever wilfully obstructs any person in the exercise of the authority conferred in the 3rd and 4th Sections of this Act shall be liable to be imprisoned by the Magistrate of the district for any term not exceeding six months, and to be fined any amount not exceeding Rupees 200.

XXIII. In every case in which any land has been or shall be taken by the Government for any work of public utility otherwise than according to the provisions of this Act, such land, after the lapse of five years without any claim preferred for the recovery thereof in any competent Court, shall vest absolutely in the East India Company, freed and discharged from all other claims thereunto.

XXIV. The said term of five years shall be reckoned from the date of this Act in the case of land heretofore taken, and in case of land hereafter taken from the time of taking possession thereof.

XXV. If within the said term of five years any suit is begun upon which judgment shall be finally obtained establishing the right of the Plaintiff to any interest in any such land, then, in lieu and in place of such interest in the said land, there shall be paid to the person obtaining such judgment, the value of his interest in the said land at the time when possession thereof was taken, with interest thereon at the usual and lawful rate, to be ascertained and settled by the Civil Court in awarding judgment in the suit.

XXVI. The word "land" as used in this Act shall include the buildings, trees, and wells thereon, the revenue thereof, and all rights and privileges lawfully enjoyed thereon or therefrom.

XXVII. The following words and expressions in this Act shall have the several meanings hereby assigned to them, unless there be something either in the subject or context repugnant to such construction, that is to say, words importing the singular number only shall include the plural, and words importing the plural number only shall include the singular: words importing the masculine gender only shall include females: the expression "party or parties interested in the land," shall be understood to mean all parties interested in the

land either for life or for years, or in remainder, reversion, or succession, and all trustees, *cestui que trusts*, mortgagees, incumbrancers, lease-holders, or tenants, not being tenants by the month or at will of such land.

XXVIII. This Act shall not be held to extend to land within the local jurisdiction of Her Majesty's Supreme Court.

W. MORGAN,
Clerk of the Council.

Legislative Council.

9th June 1855.

The following Bill was read a second time in the Legislative Council on the 2nd June 1855, and referred to a Select Committee, who are to report thereon after the 13th of September next:—

A Bill to amend Act No. XXVIII. of 1839.

Whereas it is expedient to modify the said Act so far as it relates to the height of buildings within the walls of the Fort of Bombay—

Preamble.

I. It is hereby enacted, that it shall be lawful for the Governor in Council may allow Buildings within the Fort of Bombay to be of a greater height than 50 feet. to be signed by one of the Secretaries to Government, to allow the erection of any building, which now is, or may be hereafter erected within the walls of the Fort of Bombay, of a greater height than 50 feet, measured from the surface of the street, any law to the contrary notwithstanding.

W. MORGAN,
Clerk of the Council.

Legislative Council.

23rd June 1855.

The following Bill was read a second time in the Legislative Council on the 23rd June 1855, and referred to a Select Committee, who are to report thereon after the 27th of August next:—

A Bill to empower Officers of the Customs and Revenue Departments to search Manufactories and Houses for Contraband Salt in the North-Western Provinces.

Whereas the existing laws do not empower Officers of the Customs or Revenue Department in the North-Western Provinces of the Presidency of Bengal to search manufactories and houses for salt manufactured or stored contrary to the provisions of Act XIV. of 1843, and it is expedient to give them power to do so; It is enacted as follows:—

Preamble.

I. Whenever any Officer vested with powers to carry out the provisions of Act XIV. of 1843, not being under the grade of Naib Tehsildar in the Revenue Department or of Assistant

Patrol in the Customs' Department, receives credible information that within his jurisdiction Salt is unlawfully manufactured, or the Salt refuse obtained in the manufacture of Saltpetre is without the sanction of Government so purified and refined as to produce alimentary Salt in any manufactory, dwelling-house, warehouse, or other place, or that Salt is unlawfully stored in any such place within the limits of Customs' jurisdiction as defined by the Government of the North-Western Provinces of the Presidency of Bengal under the provisions of Section III. of the aforesaid Act, he shall first record in writing the name, residence, and calling of the informant, the locality and description of the house or place where he believes the Salt to be manufactured, produced, or stored, and the supposed quantity and description of

such Salt, with the grounds for believing the same to be contraband, and the name of the owner or occupant of such house or place, or the name of the person for or by whom such Salt is manufactured, produced, or stored.

II. The said Officer, after recording the particulars aforesaid, may summon from the nearest Police Station a Police Officer, not being under the grade of a Jemadar, to attend him, and, with such Police Officer and informant, proceed to the said house or place, and in their presence search the same for contraband Salt; provided that such search be not made between sunset and sunrise.

III. The said Officers may break open the door or force an entry within the said house or place, if, upon requisition duly made, the door be not opened, or admission be refused, by the owner or occupant thereof.

IV. A forcible entry under the last preceding Section shall only be made by the Police Officer in accordance with the rules and precautions prescribed by Regulation XX. of 1847, by Section X. Regulation V. of 1800 (for the Benares province), and by Section XIX. Regulation XXVIII. of 1803 (for the ceded and conquered provinces) for breaking into a house for execution of process of distraint. Provided, however, that the responsibility for the act, and the determination whether to force an entry or not, shall rest with the Officer of the Customs or Revenue Department only.

V. Whoever, being a Police Officer summoned under Section II., fails to attend himself or to depute a subordinate Police Officer, not being below the grade of a Jemadar, to attend, or, after attending refuses to aid in the search for, or seizure of, contraband Salt, or in any way wilfully frustrates the object of the search or seizure, shall, on conviction before a Magistrate, be liable, besides being dismissed from office, to a fine equal to the amount of fine that would have been leviable on the owners or holders of the Salt if it had been seized according to the information laid.

VI. Any Officer of the Revenue or Customs Department carrying into effect the provisions of this Act, who, under cover thereof, searches or causes to be searched any manufactory, dwelling-house, warehouse, or other place without reasonable grounds of suspicion that contraband Salt is there manufactured, produced, or stored, shall, upon conviction before the Magistrate within whose jurisdiction the offence may have been committed, be punished with fine not exceeding 500 rupees, which fine shall be paid over to the party aggrieved, and, in default of payment of such fine, with imprisonment not exceeding six months; and any person wilfully and maliciously giving false information and so causing a search to be made in any manufactory, dwelling-house, ware-house, or other place to the injury or vexation of the owners, occupants, or any other person or persons whatsoever, shall, on conviction before a Magistrate, be liable to the same penalties and also to imprisonment not exceeding two years with or without hard labour.

VII. Every search under this Act, whether the result thereof be the seizure of contraband Salt or otherwise, shall be reported within 48 hours by the Officers of the Customs or Revenue and of the Police Departments who were present, to their respective official superiors.

VIII. Whoever wilfully connives at the illicit man-

ufacture, production, or storing of Salt within any manufactory, dwelling-house, warehouse, or other place, shall, on conviction before a Magistrate, be liable to a fine not exceeding 500 rupees, and in default of payment, to imprisonment not exceeding six months with or without hard labour.

Penalty for wilful connivance at the illicit manufacture, &c. of Salt.

W. MORGAN,
Clerk of the Council.

Legislative Council.

23rd June 1855.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 29th May 1855, (communicated to the Legislative Council on the 23rd June 1855,) and is hereby promulgated for general information:—

Act No. XVII. of 1855.

An Act to improve the Law relating to the Copper Currency in the Straits.

Whereas the Company's Rupee is by Act XVII. of 1835 a legal tender in satisfaction of all engagements in the Settlement of Prince of Wales' Island, Singapore, and Malacca, but no copper coin, except the half-pice issued under Act XI. of 1854, is now by law legal tender for fractions of a Rupee in that Settlement; and it is expedient to remedy this defect in the law; and whereas besides the Rupee the Dollar is by custom current in the said Settlement, and it is therefore expedient to provide that the copper currency which is now a legal tender in the said Settlement for fractions of a Rupee shall also be legal tender in the said Settlement for fractions of a Dollar; It is enacted as follows:—

I. Sections I., II., and V. of Act VI. of 1847 are hereby repealed, in so far as they relate to copper pice, double pice, and pies coined in accordance with Act XXII. of 1844, or Act XXI. of 1835: but in so far as they relate to all other copper coins, the said Sections shall remain in full force. And the provisions of Sections I., II., and IV. of Act XXII. of 1844, so far as they are now in force, are hereby extended to the Settlement of Prince of Wales' Island, Singapore, and Malacca, where they shall have effect, any thing in Act VI. of 1847 to the contrary notwithstanding.

II. From and after the first day of July 1855, Pice legal tender for Dollars. within the said Settlement, a pice coined according to Act XXII. of 1844 shall be legal tender for one one-hundred-and-fortieth part of a Dollar, and a double pice so coined shall be legal tender for one-seventieth part of a Dollar; and a pie so coined shall be legal tender for one four-hundred-and-twentieth part of a Dollar; also a half-pice coined according to Act XI. of 1854 shall be legal tender for one two-hundred-and-eightieth part of a Dollar.

III. Provided always, and it is hereby enacted, that no copper coins within the said Settlement shall be legal tender except for fractions of a Rupee, or fractions of a Dollar.

W. MORGAN,
Clerk of the Council.

Notice

Is hereby given, that persons desirous of entering into a contract for the SUPPLY of STATIONERY, as may be required by the Commissariat Department at the Presidency, for the term of two years from the date of the acceptance of the offer, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted),

obtain copies of the schedule or list of prices, and such information relating thereto as they may require.

2. Verbal offers for the contract will be received at this Office on Friday the 13th proximo, at 1 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and according to masters which may be seen in this Office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores at the Presidency if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees eighty-two (82), which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees three hundred and twenty-eight (328), 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 thirty (30), 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 Commissa-

riat 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 one thousand six hundred and forty-one (1,641).

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,
27th June 1855.

જાહેર ખબર.

હિઆથી આપવામાં આવે છે, જે તારીખ ૧૩ મી આવતા મહિનાની ને શુકરવારને દિને બપોરના બરોબર કલાક ૧ વાગતે મુંબઈની કમીસરી આશીરામાં કાગળ વતરોગે પુર પાડવાનું કંટ્રાક્ટ બે વરસનું વેચવામાં આવશે તે જે તારીખથી કમ્પ્લિ કરશે તે તારીખથી ચાલુ કરીઆમાં આવશે.

જે રાખરા એ કંટ્રાક્ટ લેવા માહાતો હોય તેણે આપમે આશીરામાં દર રોજ કલાક ૧૧ થી તે ૫ થી અરજ કરેઆથી ભાવના લીસ્ટની નકલ તથા તે શીવાયે જે કાંઈ ખીજ ખબર જોઈશે તે પણ આપવામાં આવશે.

મુંબઈની ડેપી કમીસરી જનરલ સાહેબની આશીસ તારીખ ૨૭ મી જુન સને ૧૮૫૫ ઈસવી.

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

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 0	Trotters, large.....per four	0 1 4	Sugar, Pina.....per md. of 28 lbs.	0 0 0
".....2nd.....".....13	0 0 0	".....small....."	0 1 0	" Candy....."....."	0 0 0
".....3rd.....".....14	0 0 0	Pig's Liver and Heart....."	0 2 0	".....2nd....."	4 0 0
Brisket and Round.....1st.....".....12	1 0 0	Pork, salt, Country.....8 lbs.	1 0 0	".....3rd....."	4 12 0
".....2nd.....".....14	1 0 0			" soft.....1st....."	4 0 0
".....3rd.....".....18	1 0 0			".....2nd....."	3 0 0
Meat for Soup.....".....14	0 0 0			" brown....."	8 0 0
Shin, large.....".....each	0 3 0			Jagret....."	1 8 0
" small....."....."	0 3 0				
Ox Tails....."....."	0 0 8				
Tongue, large....."....."	0 3 0				
" small....."....."	0 0 0				
Heart, large....."....."	0 2 0				
" small....."....."	0 1 0				
Marrow-bone....."....."	0 1 0				
Ox Palates....."....."	0 0 8				
Feet.....".....four	0 4 0				
Suet.....".....per lb.	0 0 0				
Tongues (salted, dry), Poona.....each	0 4 0				
" (pickled), Bombay....."	0 5 0				

Hind Quarter.....	1st sort, 4 lbs.	1 0
"	2nd ..	5 .. 1 0
"	3rd ..	0 .. 1 0
Fore Quarter	1st ..	5 .. 1 0
"	2nd ..	0 .. 1 0
"	3rd ..	0 1/2 .. 1 0

Hind Quarter	1st sort,	44 lbs.	1	0
"	2nd "	53 "	1	0
"	3rd "	69 "	1	0
Fore Quarter	1st "	58 "	1	0
"	2nd "	64 "	1	0
"	3rd "	71 "	1	0
Head	1st "	each	0	12
"	2nd "	"	0	10
"	3rd "	"	0	8
Feet	Four		0	4
Liver and Heart	each		0	1

Saddle	1st sort, per lb.	0	3	0
"	2nd "	0	2	0
"	3rd "	0	1	0
Leg, Loin, Neck, & Shoulder	1st "	0	2	0
"	2nd "	0	1	0
"	3rd "	0	1	3
Breast	1st "	0	1	0
"	2nd "	0	1	0
"	3rd "	0	1	0
Tongue, Sheep's	each	0	0	0
Brains	"	0	0	0
Head	"	0	1	0
Liver and Heart	"	0	0	0
Kidneys	"	0	0	4
Feet	four	0	0	0
Suet	per lb.	0	4	0

First sort.....	10 lbs.	1	0	0
Second „	12 „	1	0	0
Third „	10 „	1	0	0

Hind Quarter.....	1st sort, 4 lbs.	1	0	0
"	2nd " 5 "	1	0	0
"	3rd " 6 "	1	0	0
Fore Quarter	1st " 5 "	1	0	0
"	2nd " 6 "	1	0	0
"	3rd " 7 "	1	0	0
Head, Feet, Liver, and Heart.....	each	0	4	0

Hind Quarter.....	1st sort,	41 lbs.	1	0	0
"	2nd	" 5 "	1	0	0
"	3rd	" 6 "	1	0	0
Fore Quarter.....	1st	" 5 1/2 "	1	0	0
"	2nd	" 6 "	1	0	0
"	3rd	" 6 1/2 "	1	0	0

Hind Quarter	1st sort, 4 lbs.	1	0	0
"	2nd " 5 "	1	0	0
"	3rd " 5 1/2 "	1	0	0
Fore Quarter	1st " 5 "	1	0	0
"	2nd " 5 1/2 "	1	0	0
"	3rd " 6 "	1	0	0

Hind Quarter	1st sort, 5 lbs.	1	0	0
"	2nd " 5 "	1	0	0
"	3rd " 1 "	1	0	0
Fore Quarter	1st " 5 "	1	0	0
"	2nd " 6 "	1	0	0
"	3rd " 7 "	1	0	0

Pork, fresh	10 lbs.	1	0	0
Pig, Roasting, large size	each	1	4	0
" small "		1	0	0
Pig's Head	20 lbs.	1	0	0
Sausages	5 "	1	0	0

Trotters, large.....	per four	0	1	4
small.....	"	0	1	0
Pigs Liver and Heart.....		0	2	0
Pork, salt, Country.....	8 lbs.	1	0	0

Geese,	each	4	0	0
Turkey, cock, Bombay	"	4	0	0
" hen,	"	4	0	0
" cock, Goa	"	6	0	0
" hen,	"	3	0	0
Fowls, large, Surat	"	1	8	0
" small,	"	1	0	0
" large, Bombay	"	0	8	0
" small,	"	0	6	0
Ducks, large	"	0	10	0
" small	"	8	8	0
Chickens, large	per dozen	2	4	0
" small	"	1	12	0
Hens' Eggs	each	0	0	3
Ducks'	"	0	0	3

pine-apples, Bombay, large	each	0	12	0
" " small	"	0	8	0
" " Goia, large	"	0	3	0
" " small	"	0	2	0
" " pomelos, large	"	0	13	0
" " small	"	0	0	0
" " guavas, large	"	0	0	0
" " small	"	0	0	3
" " ranges, large	"	0	0	8
" " small	"	0	0	0
" " common	"	0	0	3
" " grapes, black	per seer	0	0	0
" " green	"	0	0	0
" " melons, Water, large	each	0	0	0
" " small	"	0	0	0
" " Musk, large	"	0	0	0
" " small	"	0	0	0
" " cantinins, red, large	"	0	0	0
" " small	"	0	0	4
" " yellow	"	0	0	4
" " small	"	0	0	3
" " guines, sweet	"	0	0	8
" " sour	"	0	0	1
" " melons, Nelligherries, large	per seer	0	0	0
" " small	"	0	0	0
" " Mahaleshwur, large	"	0	0	6
" " small	"	0	0	4
" " Poona, large	"	0	0	4
" " small	"	0	0	4
" " Saurashtra, large	"	0	0	0
" " small	"	0	0	4
" " guams, white	"	0	0	8
" " red	"	0	0	0
" " melons,	"	0	0	0
" " finger	"	0	0	4

ams, fine	per seer weight	0	4	0
" coarse	" "	0	3	0
rrants, fine	" "	0	7	0
" coarse	" "	0	0	0
anes, new	" "	0	2	0
" old	" "	0	1	0
monds, sweet	" "	0	2	0
" bitter	" "	0	2	0

loaf, 1st sort	13 oz. each	0	1	4
" 2nd	" "	0	1	0
" brown	32 oz.	0	2	0
"	10 " "	0	1	0
pur. Wheat	per seer measure	0	3	4
long	" "	0	3	4
go, fine	" weight	0	1	4
" coarse	" "	0	1	3
rowroot, best	" "	0	2	0
" coarse	" "	0	1	6

Wash Milk	per seer measure	0	1	4
Butter	per cup of 2 oz.	0	1	4
Milk	per seer measure	0	1	2
Butter	per cup of 2 oz.	0	1	2

pool.....	per cdy. of 28 mds. (784 lbs.)	3	4	0
air.....	" "	3	0	0
Black..	" "	3	0	0
2nd. sort.	" "	2	12	0
rmell....	" "	4	0	0

anaut Oil ... 1st sort, per md. of 28 lbs.	3	0	0
" " ... 2nd " " "	3	5	0
" " Ghantee " " "	3	2	0
" " India, or Castor Oil ..	2	14	0
" " Indies, Europe	2	10	0
" " Goa	20	0	0
" " Cochin	19	0	0
" " Country	18	0	0
" " Europe, yellow	1	10	0
" " " white	3	8	0

Sugar, Pinfa.....	per md. of 28 lbs.	6 0 0
" Candy.....1st sort, "	" "	5 4 0
" ".....2nd " "	" "	5 0 0
" ".....3rd " "	" "	4 12 0
" soft.....1st " "	" "	4 0 0
" ".....2nd " "	" "	3 0 0
" brown.....	" "	2 8 0
Jagree.....	" "	1 8 0

Ghee, Kurrachee	per md. of 28 lbs.	7	0	0
" Surat	"	8	4	0
" Bhownuggur	"	7	8	0
" Balghanty	"	8	0	0
" Ghanty	"	7	0	0
" Rajapoor	"	7	8	0
" Jaitfrabad	"	10	0	0

Wheat, Hantsa,	per cdy. of 8 pharas	22	0	0
"	Jambhoseer, 1st sort,	"	20	0
"	" ..2nd	"	19	0
"	Bhowuaggar, 1st	"	18	0
"	" ..2nd	"	17	0
"	Ghantee,	"	17	0
"	Sindee	"	16	0
Gram, Jambhoseer	"	17	0	0
"	Giogaree, new	"	15	0
"	" old	"	14	8
"	Ghantee, new	"	15	0
"	" old	"	14	8
"	Veruloo	"	16	0
Woored, Ghantee	"	19	0	0
"	Malabar	"	18	8
"	Cutch	"	19	0
"	Ghogaree	"	20	0
Mutt, Ghogaree	"	16	0	0
"	Ghantee	"	14	8
"	Cutch	"	15	0
Mugg,	"	20	0	0
"	Ghogaree	"	15	0
Barree, Ghantee	"	15	0	0
"	Bhowuaggar, 1st sort,	"	19	0
"	" 2nd	"	18	0
"	Rajapoor	"	15	8
Barley, new	"	16	0	0
"	old	"	15	0
Coor	"	17	0	0
"	" ..2nd	"	16	0
Joaree	"	11	0	0
Nacheny	"	11	0	0
Vanna	"	25	0	0
"	per phara	"	2	0
Dall, Bronch,	"	3	4	0
"	Surat	"	3	8

Rice, Putney	per phara	2	8	0
" Sindy, red	"	0	0	0
" raw	"	2	2	0
" red	"	1	12	0

Rice, Jerasaul	1st sort, per phra	4	0	0
" "	2nd " "	3	8	0
" Vergole	1st " "	3	4	0
" "	2nd " "	3	0	0
" Sindy ratra	" "	3	12	0
" Segundee	" "	2	8	0
" Putney	" "	2	4	0
" raw	" "			

Rice, unboiled	1st sort, per robin	3	4	0
"	2nd " "	3	0	0
" , boiled	1st " "	2	8	0
" "	2nd " "	2	4	0

Rice, unboiled...1st sort, per bag of 168 lbs*	0	12	0
" " ...2nd " " "	0	8	0
" " boiled...1st " " "	0	0	0
" "2nd " " "	5	8	0

Bhatt, Putney.....	per moora of 25 pharas	25	0	0
" raw.....	" "	23	0	0
" red.....	" "	21	0	0

Saltpetre, Europe	per md. of 28 lbs.	2	4	0
" Bengal.....	" "	3	4	0
" Rajapoor.....	" "	1	8	0
Pepper, black 1st sort, per seer weight		0	2	0
" " " " 2nd		0	1	0
" " white.....		0	6	0
Garlick, large	" "	0	0	9
" " small	" "	0	0	0
Camphor	per lb.	0	1	4
Salt, table	per seer measure	0	1	4
" " common, white	per pylee	0	1	2
" " " " black.....		0	1	2

Bombay, Monday, 9th July 1855.

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

REPORT of Places Inspected personally by the Acting Superintendent of Repairs. Published according to Resolution of the Board of Conservancy No. 275, dated the 19th June 1855.

Date.	Places inspected.	Remarks.
1855. June 20th	Shamjee Hassajee Street New Memon Wada Duncan Road Dadysett Agiary Lane Babba Dubhoo Street Mucoond Goozerset Street	These places were visited by me for the purpose of inspecting the buildings which are being carried on contrary to endorsement on the certificate or without a certificate. At the same time I inspected the roads and paved passages, and found all clean.
„ 21st	1st Poydownee Row or Gogaree Moola.	
	Parell Road Church Street, in the Fort.. .. . Chowpatty Road Girgaum or Breach Candy Road	
„ 22nd	Parell Road, as far as the new road under construction; also the Parell Village	
„ 23rd	Mount Road Mazagon and Matharpacady Musjed Bunder Cross Road and Moom-badevi Tank Road	
„ 24th (Sunday)		
„ 25th	Small Colaba and Fort	The scavenging of the Fort was satisfactory. Several streets are now undergoing repair. In Colaba I found some of the cross-drains choked; this has since been remedied. I also found some vacant spots (undrained and unmade) dirty, and called upon the Contractor to remedy the evil, which he has attended to.
„ 26th	Girgaum Road Sonapoor Khetwady (daily)	No fault to find; the open side-drain clean. The open side-drains in this district are a great nuisance. Covered drains should be constructed without delay. The back portion, where the old town drain formerly ran, is much flooded. I think by digging a deep channel on one side, where the proposed drain is to be built, would be of great advantage, not only to this one road, but to the whole neighbourhood, by carrying off the water, which now lies for days together after a heavy fall of rain. This remark is also applicable to Cammattee Poora and parts of Coombarwada, the whole of which is either sanctioned to be drained, or estimates have been sent in for them. If the Board will allow the expenditure of a small sum for the above improvements, it will, as well as being an immediate benefit to the public, also admit of my seeing correctly what fall can be got, and so regulate the drain, when taken in hand, accordingly.

B. BROCK,
Acting Superintendent of Repairs.

REPORT of Places Inspected personally by the Acting Superintendent of Repairs. Published according to Resolution of the Board of Conservancy No. 275, dated the 19th June 1855.

Date.	Places inspected.	Remarks.
1855.	<i>Mazagon Division.</i>	
June 27th	Matharpacady	} The scavenging work appeared to be properly done; the open side-gutters clean. } The road is slightly damaged; it is under repair.
	Coppersmith Street	
	Moogavur Packadi	
	Belvidere Hill Sea Road	
	<i>Eastern Division.</i>	
	New Mamon Wada Street	Remains of stable litter from a number of buffaloes' sheds found on the road. The Overseer has been ordered to summon the parties to the Court of Petty Sessions.
	<i>Western Division.</i>	
„ 28th	Malabar Hill Road	} These roads are generally in good order; repairs to the parts damaged by the rain are going on.
	Chowpatty	
	Girgaum Back Road	
„ 29th	Grant Road	Much rain-water on the adjoining ground on the north side; cuts have been made to carry it off into the main drain.
	Anuntroosheewady Lane	Private property. At one end there is a large pool of stagnant water. This will now be attended to, as per Board's instructions dated 30th ultimo.
	Small Colaba	Pools of stagnant water in parts. These are now being attended to; and I hope soon to be able to remedy the evil by filling in the holes. The covered drains, which were choked up, have been cleared.
	<i>Eastern Division.</i>	
„ 30th	Hanuman Lanes	Road repairs in progress. The side-gutters (open) are clean, but not of sufficient capacity to carry off all the water during heavy falls of rain.
	Cajee Syed Street	Slight repairs to road required.
	Erskine Road	Ditto.
	Parell Road from Esplanade Cross	} In good order.
	Road as far as Byculia Bridge ..	
July 1st	(Sunday)	Nil.
„ 2nd	Kalbadavee Road	} In good order.
	Esplanade Cross Road	
	Shaik Mamon Street	} Slight road repairs required.
	Wittulwady Lane	
	Girgaum Road	In good order.
	Dadysett Agiary Lane	Repairs complete, except a little more rolling.
	Bhooleshwar Road	Ditto. Commenced.
	Mahim and Bandora Causeway ..	About 150 feet of the stone facing displaced (in several places), and 100 feet of the parapet wall thrown down. This has been reported to the Assistant Chief Engineer Public Works, and the necessary repairs have been begun.
„ 3rd	Musjid Bunder Cross Road	} With the exception of Dongree Cooli Street and Bundar Wada, I found the scavenging very unsatisfactory. The Contractor has been served with a notice to have all the dirt removed forthwith, and the Overseer ordered to see it done, and report.
	Dongree Cooli Street	
	Don Tar Second and Third Rows ..	
	Bundar Wada	
	New and Old Mamon Wada Streets ..	

With the exception of the sweepings of Upper Colaba being thrown on the rocks instead of being conveyed to the open space of ground on the western side of the Colaba Causeway, I have received no report of any inefficiency from the Overseer of the Division; for which inattention to my frequent orders on the subject the Contractor has been fined 25 Rupees.

The reports from the other Overseers are favourable as regards the scavenging, except in one instance, in New Mamon Wada, where Mr. Thomas, the Overseer of the Division, states it is very difficult to keep it clean, owing to the number of buffalo sheds about there.

B. BROCK,
Acting Superintendent of Repairs.

REPORT of Places Inspected personally by the Acting Superintendent of Repairs. Published according to Resolution of the Board of Conservancy No. 275, dated the 19th June 1855.

Date.	Places inspected.	Remarks.
1855 July 4th	Small Colaba	Clean, holes where the rain-water settled being filled in. Drainage free.
" 5th	Parell Road, from Erskine Road to Mazagon Road	} Scavenging well done. Roads undergoing repair.
	Mount Road to Pandy Grass Lane..	
	Road at Back of Byculia Church....	} Do. do. Drainage very defective.
	Bellasis Road	
	Cammattee Poora Bazar Street and Do. 3rd, 4th, 5th, and 6th Streets..	} Clean. Drains free.
	Tank Street	
	Grant Road	The large pools of water which formerly lodged in the fields nearly all cleared off.
	Eslampoora Street	Clean. Road requires repair.
	Khetwady Main Road	Do. Drains defective.
	Duncan Road	Drainage free. Slight repairs necessary on the sides.
	Parell Road to Mahim Dharavee Road, Sion Causeway and Road, and back to Khetwady by Parell Road	} Clean. Repairs to these roads in progress.
" 6th	Hanuman Lanes.....	
	Antoba Gossawee Oart	Scavenging properly done. Roads flooded, owing to the open side-drains being insufficient to carry off the water. Fearfully dirty from privy filth running from the necessaries into large holes or pits. The entrance is also flooded, owing to no drainage, and the earth having been dug out (as I am informed) by people residing in the Oart. Open channels for carrying off the water into Loharchall and Hanuman Lane are in progress. The residents in this Oart appear to be willing to contribute towards the drainage when the drainage of Hanuman Lanes are done, which is very necessary.
	Shaik Allee Jüngirkur and Shaik Memon Streets	} Clean. Road repairs complete in the former, and commenced in the latter.
	Jail Road from Bhendy Bazar Road to Chinch Bunder 4th Row	
" 7th	From Khetwady, through Bhooleswar Road, Thacoordwar Lane, Breach Candy Road, Marine Lanes in Sonapoor, and Trinity Chapel Streets.....	} Scavenging clean. Except Khetwady, these roads are all undergoing repair.
	Lower, Middle, and Upper Colaba ..	
" 8th	(Sunday).....	Nil.
" 9th	Khetwady Back Road	Very muddy, owing to the road not having been made. Channels for conducting the water into the Main Town Drain are being cut. This is where the old Main Town Drain formerly ran. Sanction for the necessary improvements has been received in this Office, but the work was not undertaken last season as per Board's order.
	Baboola Tank Road.....	Clean. Slight repairs required to the road.
	Chinch Bunder 1st Row	Do do do.
	Don Tar 3rd Row	Do. Road requires thorough repairs. Orders issued to the Overseer to commence as soon as heavy rain falls again.
	Musjed Bunder Cross Road	Scavenging in progress. Road in good order.
	Dady Sett Agiary Lane.....	Do. Road repairs complete.
	Thackoordwar	Do. Do. do. except Rolling.
	Girgaum Back Road	Do. Do. do. do.
" 10th	From Khetwady passing through Portuguese Church Street and Dady Sett Agiary Lane to Breach Candy Road	} Scavenging clean. Roads partially repaired.

Date.	Places inspected.	Remarks.
1855 July 10th	Breach Candy Road Portuguese Church Lane Part of Girgaum Back Road Gowalla Tank Road Warden Road Breach Candy Road, from Vellard to Grant Road, thence to Khetwady..	All clean, and roads in good order. Side-drains in parts require cleaning.

N.B.—No complaints from the Overseers as respects the Scavenging of the Town have been received during the past week.

B. BROCK,
Acting Superintendent of Repairs.

Bombay, Supt. of Repairs' Office, 10th July 1855.

WEEKLY SUMMARY OF DEATHS ON THE ISLAND OF BOMBAY.

CASTE OR TRIBE.	Still-born.	Cholera.	Small-pox.	Measles.	Fever.	Disease of Nervous System.	Vascular System.	Respiratory System.	Alimentary System.	Urinary System.	Sexual System, and Child-bearing.	Locomotive & Tegumentary Systems.	Cachexy and Debility.	Leprosy, Tubercular and Articular.	Dropsy.	Accident and Violence.	Other and Unknown Cause.	Total—exclusive of Still-born.
Boodhist.—Jain, &c.	..	..	..	..	4	..	..	1	..	..	..	1	1	..	..	..	..	7
Brahmun ..	..	1	..	..	4	..	..	1	1	..	..	..	1	..	..	..	..	8
Lingaet and Bhatia	..	..	..	..	4	..	..	..	..	..	..	..	..	..	..	..	..	4
Hindoo of other Caste	..	3	32	9	58	3	..	7	20	..	1	..	11	..	..	4	..	145
Hindoo Out-caste ..	..	..	..	..	5	..	..	2	..	..	..	..	3	..	..	1	..	11
Moosulman ..	..	2	5	2	26	1	..	7	9	..	..	..	13	..	..	..	1	64
Parsee ..	..	1	..	..	..	2	..	3	1	..	..	..	2	..	..	..	..	8
Jew ..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Native-Christian ..	..	1	..	..	3	..	..	..	3	..	..	2	..	..	..	..	..	9
Indo-European ..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
European ..	..	..	..	..	..	1	..	..	..	..	..	..	..	..	..	1	..	2
Negro-African ..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Other and Unknown Caste	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..
Total ..	6	39	11	..	104	7	..	19	36	..	1	3	31	..	..	6	1	258
Mean of the corresponding Weeks in the preceding seven Years ..	..	29	9	..	109	11	..	26	40	..	2	1	11	..	3	2	..	244

Bombay, 11th July 1855.

A. H. LEITH,
In charge of Mortuary Returns.

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.

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.

OPIUM MEMORANDUM for the Week ending Tuesday, 10th July 1855.

YEARS.	PASSES GRANTED AT INDORE				IMPORTED INTO BOMBAY				EXPORTED BY SEA				Detail of Exports from 4th to 10th July 1855.	None.
	Up to 3rd July 1855.	From 4th to 10th July 1855.	Total.		Up to 3rd July 1855.	From 4th to 10th July 1855.	Total.	Lost on the road.	Up to 3rd July 1855.	From 4th to 10th July 1855.	Total.	Balance unaccounted for.		
For 1851-52	26,047½	..	26,047½		26,047½	26,041	61		26,088½	..	26,088½	21		
" 1852-53	27,955½	..	27,955½		27,955½	27,949½	6		27,800	..	27,800	50½		
" 1853-54	25,266	..	25,266		25,266	25,262½	3½		25,140½	..	25,140½	112½		
" 1854-55	23,968	140	24,117		23,410½	23,410½	2½		10,130	..	10,130	4,280½		

C. J. DAVIES,
Deputy Commissioner of Customs, Salt, and Opium.

Bombay, Office of Commr. of Customs, Salt, and Opium, 11th July 1855.

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 (<i>corrected edition</i>), and District Post Rules, stitched	" 1
---	-----

Just issued,

RULES for the GUIDANCE of COURTS of REQUESTS, with Forms of Proceedings, &c. (June 1855), stitched	As. 8
--	-------

Notice

Is hereby given, that on Friday the 13th instant, at 11 o'clock A. M., the DROSS DUST and SWEEPINGS of the Melting Department, UNSERVICEABLE MELTING POTS, OLD IRON, &c. &c. of the Bombay Mint, will be sold by PUBLIC AUCTION, on the Mint premises.

Musters may be seen and examined, and particulars learnt at the Mint.

The lots to be at the risk of the purchaser, and to be paid for and cleared within ten days.

A deposit of twenty (20) per cent. on the value will be required, and which will be forfeited, together with all subsequent claims to the lots, in the event of their not being cleared within the time specified.

J. H. BURKE, Captain.

Mint Master.

Bombay Mint, 3rd July 1855.

જાહેરનામું.

એહુંને સુખધની ઇકરાલમાંના ગાલવાના ખાતામાંનો ગાલ તથા તે જગોની મેડી તથા કચરો તથા ગાલવાની નકામી કુંડીઓ તથા જુનુ લેહોડુ વીગેરે શાંમાંનું ઇકરાલમાં ચાલતા મહિનાની તારીખ ૧૩ મી શુક્રવારને દિને રાવારનાં અગીઆર વાગેને જાહેર લીલામાં કરીને વેચવામાં આવશે.

ઇકરાલમાં નમુના જોવા તથા તપાસવાને મલરો તથા ખીજી કાંઈપ્રજ્ઞ હરો તે પણ માલમ યારો.

લાંચોનું જોખમ ખરીદદારોને માંયે રહેશે અને તે લાંચ દરા દિવસમાં નાંચું આપીને કાઢાડી લઈ જવા જોઈએ.

લાંચોની કીમત ઉપર દર સેકડે ૨કા ૨૦ પ્રમાણે અવેજ અનામત રાખવા જોઈએ તથા ઉપર લખેલી મુદતનાં લાંચ કાઢાડી નહીં લઈ જશે તો તે અવેજ રાકાર દાખલ થાસ અને તાહારપછી લાંચ ઉપરનો રાવે દાવો રદ થારો.

રાહી.

જેમરા. એચ. બરક, કપતાન,
મીંટ માસ્ટર.

તારીખ ૩ માહે જુલઈ સને ૧૮૫૫ ઇસવી મુા
સુખધ ઇકરાલ.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसा जे मुंबई एथील टंकसाळेंतील आटणीचे खात्यातील गाळ व माती व कचरा व आटणीच्या नीकामी कोंड्या व जुने लोखंड वगैरे सामान टंकसाळ एथें चालते महिन्याची तारीख १३ शुक्रवारचे रोजी मातकाळचे आकरा वाजतां जाहिर लेलाव करून विकलें जाईल.

टंकसाळेंत नमुने पाहावयास व तपासावयास मिळतील व दुसरें काहीं पुसणे असेल तेंहि मालूम होईल.

लाटाचें जोखिम खरीददोराच माथा राहिल व ते लाट दाहा दिवसाचे आंत रोख पैसा देऊन काढून न्यावे.

लाटाचे किमतीवर दर शेकडा टके २० प्रमाणे एवज अमानत ठेविला पाहिजे व वर लिहिले मुदतींत लाट काढून न नेले तर तो एवज सरकार दाखल होईल व त्यानंतर लाटा वरील सर्व दावा बातल होईल.

सही.

जेम्स. एच. वर्क कपतान,

मॅट मास्तर.

तारीख ३ माहे जुलाई सन १८५५ इसवी म॥

मुंबई टंकसाळ.

VENAYEK WASSOODUW,
Oriental Translator to Govt.

Notice

Is hereby given, that sealed tenders will be received by the Assistant Commissary General in Charge, Bombay, for the CONVEYANCE to CALCUTTA of the undermentioned STORES, consigned as follows :—

Two hundred and nine (209) Packages of empty Saltpetre Barrels, consigned to the Principal Commissary of Ordnance at Calcutta, the Tonnage of which (calculated by measurement at 50 feet per ton) is about 16½ tons, more or less, as per Package List No. 541, of the 30th June 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. Commy. General, in Charge,

Bombay, Depy. Commy. Genl.'s Office,
10th July 1855.

अहुरे मयूर.

डीआधी आपवाभां आवेछे जे मुंबाईनी डीपुडी कमेरासी जनरल सल्ट्रेनी आशीराभां नीचे लपेलो सामान श्री कलकते लहजवाने शाई शलिउ टेंडरो खेवाभो आवरो.

२०६ दागीना आली साळपीटरना पोषोना श्री कलकताना श्रीवाने वास्ते तेनु वजन आसरे १६½ टन वतुं अथवा मोडुं.

जे शम्परो अमे उपर लपेलो सामान पोआडवाने साहता होअमे तेवाअमे आअमे हाशीराभां दरेरान कलाक १० थी ते ५ शुदी अमरन डरीआधी जे कांठ अमर नोडरो ते आपवाभां आवरो.

मुंबाई डीपुडी कमेरासी जनरलनी हाशीरा तारीख १० छुलाई राने १८५५.

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Notice

Is hereby given, that sealed tenders will be received by the Assistant Commissary General in Charge, for the CONVEYANCE to CALCUTTA of the undermentioned STORES, 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.

Two hundred and three (203) Packages of empty Saltpetre Barrels, consigned to the Principal Commissary of Ordnance at Calcutta, the Tonnage of which (calculated by measurement at 50 feet per ton) is about 16 tons, more or less, as per Package List No. 530, of the 4th June 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. Commy. General, in Charge.

Bombay, Depy. Commy. Genl.'s Office,
27th June 1855.

अहुरे मयूर.

ह्रीआधी आपवाभां आवेछे जे मुंबाईनी डेपुडी कमेरासी जनरल सल्ट्रेनी आशीराभां नीचे लपेलो सामान श्री कलकते लहजवाने शाई शलिउ टेंडरो खेवाभो आवरो.

१० पीप दाई गोलाना श्री कलकताना श्रीवाने वास्ते तेनु वजन आसरे ३६½ शिउ वतुं अथवा मोडुं.

२०३ दागीना आली सल्ट्रेनीटरना पीपोना श्री कलकताना श्रीवाने वास्ते तेनु वजन आसरे १६८न वतुं अथवा मोडुं.

जे शम्परो अमे उपर लपेलो सामान पोआडवाने साहता होअमे तेवाअमे आअमे हाशीराभां दरेरान कलाक दराथी ते ५ शुदी अमरन डरीआधी जे कांठ अमर नोडरो ते आपवाभां आवरो.

मुंबाईनी डीपुडी कमेरासी जनरलनी हाशीरा

तारीख २० मी जुन राने १८५५.

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

Notice

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

8 (eight) Loose Guns, about 8½ tons by dead weight, consigned to the Honorable the Court of Directors, East India House, Leadenhall Street, London.

1 (one) Bale containing one Piece of Army Dark Blue Cloth, about 1½ qr. by dead weight, consigned to the Honorable the Court of Directors, East India House, London.

The name of the Vessel on which it is proposed to convey the Packages 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, Depy. Commy. Genl.'s Office,
2nd July 1855.

જાહેરનામું.

હીંઆથી આપવાનો આવે છે જે સુબાઈની કીચડી કમી-
શરી જનરાલ સાહેબની આજીરામાં નીચે લખેલો શામાન
વેલાત લઈ જવાને શાફે શીલડ ટેનડરો લીધાનો આવરો.

૮ આઠ ટોપો તેનું વજન આરે ૮ $\frac{1}{2}$ ટન થશે.

૧ એક કાપડની ગારાડી તેનું વજન આરે ૧ $\frac{1}{2}$ કુવાટર
થશે.

જે શાખરો એ ઉપર લખેલા શામાન પોલેચાડવા આહ-
તો હોએ તેઓએ આએ હાકીરામાં દરેક (આએતવાર
શીવાએ) કલાક દર થી તે પાંચ શુધી અરજ કરીઆથી જે
કાંઈ અમર નોધશે તે આપવામાં આવશે.

સુબાઈની દેખીડી કમીશરી જનરાલ સાહેબની
આજીરા તારીખ ૨ જુલાઈ ૧૮૫૫.

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

Notice

Is hereby given, that certain articles of Provi-
sions, &c. will be sold by PUBLIC OUTCRY on
Monday next the 16th instant, at 1 o'clock P. M.,
at the Commissariat Stores, Military Store Lane.

Terms of Sale.—Cash, and the Lots to be
cleared away forthwith.

R. J. SHAW, Major,
Assist. Commy. General, in Charge.
Bombay, Depy. Commy. Genl's Office,
10th July 1855.

જાહેરનામું.

આપવાનો આવે છે કે બાપુ તથા બીજી પરચુટલુ શા-
માન તારીખ ૧૧ મી ચાલતા મહીનાની નેઆવતા સામવારને
દીને બપોરપછી કલાક ૧ ને અંમલે જાહેર લિલાંડ કરીને
કેમીસરીની રેડર આગલ પ્રેચવામાં આવશે.

સુદત એ જે તાબરતોર પગાર કરીને માલ લઈ જાશે.

સુબાઈની દેખીડી કમીસરી જનરાલની હાજીસ
તારીખ ૧૦ મી જુલાઈ રાને ૧૮૫૫.

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

Notice.

Sealed tenders will be received at this Office, at
1 o'clock P. M. on Wednesday next the 18th in-
stant, for the SUPPLY of the following TENTS, of
the best materials and workmanship, required for
the use of the Grand Arsenal:—

8 Tents, Necessary, large, to have 3 folds of Cloth
throughout; outer White double Dungaree,
centre Red single Dungaree, and inner Blue
double Dungaree.

2 Tents, ditto ditto, lined with Purpet.
2 Tents, ditto ditto, lined with Chintz.

The dimensions of the above Tents are as fol-
lows:—

Length	4 $\frac{1}{2}$ feet.
Breadth	4 $\frac{1}{2}$ feet.
Length of Wall	23 feet.
Height of Wall	5 $\frac{1}{2}$ feet.

4 Walls, Cook-room, length of Wall 60 feet, height of
Wall 8 feet.

Musters of the materials proposed to be used
in the manufacture of the Tents should accom-
pany the tenders, in which must be stated the period
by which the Tents will be made up, with the rates,
in words as well as in figures, for the same.

No tenders will be received unless accompanied
by a cash deposit of 10 per cent. on the value of
the articles tendered by the party, which will be
forfeited in the event of refusal or delay in making
the supply within the limited time mentioned in
the tender, or in the event of the Tents being pre-
pared of materials inferior to the musters.

The Tents are to be subject to the approval
of a Committee of Officers.

All further particulars may be learnt on applica-
tion at this Office, from 10 A. M. till 5 o'clock P. M.
daily, Sunday excepted.

No reason will be assigned for rejecting any
offer.

R. J. SHAW, Major,
Assist. Commy. General, in Charge.
Bombay, Depy. Commy. Genl's Office,
11th July 1855.

જાહેર અમર.

હીંઆથી આપવામાં આવે છે જે તારીખ ૧૮ મી ચાલતા
મહીનાની ને જુધવારને દિને બપોરના બરોબર કલાક ૧
વાગતે સુબાઈની કમીસરી આજીસમાં હેકળ લખેલા તંજુને
સારે સીલડ ટેડરો લેવામાં આવશે.

૮ તંજુ મોહોરા જાહેર કરવાના તેને તંજુ બેવરા કપરા
અંદરથી જરવા બાહારની બાજુ ઉતરી આદી
બેવરીથી જરવું વચમાં લાલ આદી એક બેવ-
રીથી જરવું અને અંદરથી બેવરી આદી
બીજીથી જરવું.

૨ તંજુ ઉપરના જવાબ તેને પરપેટથી અસ્તર કરવાના.

૨ તંજુ ઉપરના જવાબ તેને છીટથી અસ્તર કરવાના.
એ ઉપલા તંજુઓની લંબાઈ પોરાઈનીએ જના-
વીઆ પ્રમાણે છે.

લંબાઈ ત્રા ફુટ પોહોઈ ત્રા ફુટ.

દેવાલીની લંબાઈ ૨૩ ફુટ ઉતચાઈ પાલા ફુટ.

૪ બમરનીઆણુને વારતે કપરાની દેવાલ તેની લંબાઈ
૧૦ ફુટ અને ઉતચાઈ ૮ ફુટની.

જે શાખરો એ ઉપર લખેલા તંજુઓ વતરોને કે પલીટ બના-
વીને આપવાને આહતા હોએ તેઓએ આએ આજીસમાં
દરેક કલાક ૧૧ થી તે ૫ શુધી અરજ કરીઆથી જે કાંઈ
અમર નોધશે તે આપવામાં આવશે.

સુબાઈની દેખીડી કમીસરી જનરાલ સાહેબની
હાજીરા તારીખ ૧૧ મી જુલાઈ રાને ૧૮૫૫
ધરાવી.

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

Advertisement.

Any person having it in his power to afford In-
formation regarding a CERTIFICATE, No. 1228,
of the Madras Equitable Assurance Society, for
Rs. 2,000, on the Life of the late Lieutenant
EDWARD JOHN BAMFORD, of the 25th Regiment
Madras Native Infantry, is requested to commu-
nicate on the subject with the Secretary to Govern-
ment, Military Department, Fort Saint George.

9th June 1855.

Notice.

Verbal offers will be received at this Office, at noon precisely on Monday next the 16th 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 :—

- 2,000 feet Plank, Pine, (Europe).
- 4 lbs. Mustard (Europe), in Bottles.
- 1 Chest, Treasure, Iron.
- 2 tons Iron Hoops, as per muster.
- 4 tons Iron, Flat (Swedish), as per muster.
- 6 tons Steel, Cast, 1 inch square, as per muster.
- 10 lbs. Hemp, Shoemaker.
- 6 Protractors, Ivory.
- 20 Tapes, Measuring, 100-feet.
- 15 Do. do. 75-feet.
- 50 Do. do. 50-feet.
- 2 Compasses, Surveying, Schmalcalder's.
- 1 Ruler, Brass, Parallel, Rolling, 24-inch.
- 1 Do. do. do do. 18-inch.
- 1 Compass, Surveying, Prismatic.

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,
11th July 1855.

અહર ખખર.

અવુ ને દેખીકરી કમીસરી જનરાલ સાહેબની આશીસમાં ચાલતા મહિનાની તારીખ ૧૧ મી અને આવતા શોમવાર ને દિને ખપોરનાં નીચે લખેલો તથા એસિસ્ટાન્સે ખીન્ને શોમન આપવાને વાસ્તે અહર લિલાલિ થાસે.

૨૦૦૦ ફુટ પાઇનગુ લાકરે લેવાતી.

૪ રતલ રાઈ/લેલાતી ખાટલીમાં.

૧ તીન્નેરી લોહિરાની.

૨ ટેન લોહિરાના વલા.

૪ ટેન લોહિરે ચપડું શુનીદીરા. } નમુનાસુજખ.

૬ ટેન તીપું ૧ ઇંચ ઇસ્કુવેર.

૧૦ રતલ રાન ચોચીના કામને વાસ્તે.

૬ ખોટાકટરરા હથીલાતાના.

૨૦ ભરવાની શીત ૧૦૦ ફુટની.

૧૫ ભરવાની શીત ૭૫ ફુટની.

૫૦ ભરવાની શીત ૫૦ ફુટની.

૨ કુંપારા રાજેધંગ રોલમ કાલદરના.

૧ રૂલર પીતલગુ ૨૪ ઇંચનુ.

૧ રૂલર પીતલગુ ૧૮ ઇંચનુ.

૧ કુંપારા રાજે કરવાનો પરીશમારીક.

આમે આફીસમાં દરોજ (આરીતવાર સિવામે) કલાક ૧૦ થી તે ૫ થુધો અરજ કરેઆથી ઉપર લખેલો શોમનો નમુનો દેખાડીયામાં આવરો તથા એસિસ્ટાન્સે ને કંઈ ખોજ ખખર જોઈરો તે પછુ આપવામાં આવરો.

મુંબાઈની દેખીકરી કમીસરી જનરાલ સાહેબની

આફીસ તારીખ ૧૧મી જુલાઈ રાતે ૧૮૫૫ ઇસરી.

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

Notice

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

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

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

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

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

Form of Tender.

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

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

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

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

Bombay (date).

We are, &c.

By Order of the Commander in Chief Indian Navy,

F. G. BONE, Secretary.

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

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 5th July 1855.

No. 533 of 1855.—Ensign E. W. Trevor, of the 15th Regt. N. I., is transferred to the 1st European Regiment (Fusiliers), as tenth 2nd Lieutenant, and ordered to stand next below 2nd Lieutenant J. S. Graves.

No. 534 of 1855.—The following promotions are made :—

1st Regiment Light Cavalry (Lancers).

Lieutenant E. P. Arthur to be Captain of a Troop, and Cornet C. E. Stack to be Lieutenant, from the 17th June 1855, in succession to Captain G. C. Kemball, deceased.

The following posting is made :—

<i>Rank and Name.</i>	<i>Regimental Rank.</i>	<i>To what Corps posted.</i>
Cornet Edward Gordon Jenkins	17th June 1855	{ 1st Regiment Light Cavalry (Lancers), as fourth Cornet.

No. 535 of 1855.—The following Native promotion is made :—

Corps of Store Lascars.

Date of Rank.

1st Tindal Papdoo Daysayee to be Syrang, vice Shaik Sultan, pensioned. 1st January 1855.

No. 536 of 1855.—The following promotions are made :—

Ordnance Department.

Date of Rank.

Sub-Conductor (Acting Conductor) C. McEvoy to be Conductor, Sub-Conductor A. McDowell to be Acting Conductor, and Store and Park Serjeant J. Finnie to be Sub-Conductor, in succession to Conductor Coleman, pensioned	} 8th June 1855.
--	------------------

No. 537 of 1855.—The following Native promotions are made :—

24th Regiment N. I.

Date of Rank.

Jemedar Narrain Sing to be Subedar, and Color Havildar Ragojeerow Suckpall to be Jemedar, in succession to Bhowaney Sing, deceased	} 3rd May 1855.
--	-----------------

No. 538 of 1855.—Assistant Surgeon W. P. Partridge, 2nd Battalion of Artillery, is placed under the orders of the Commander in Chief Indian Navy, for duty in that branch of the Service, vice Assistant Surgeon M. M. McKenzie, appointed Civil Surgeon, Dhoolia.

No. 539 of 1855.—The Right Honorable the Governor in Council is pleased to publish the following Rules for the Registry of Recruits under the Bombay Presidency :—

1. On Recruiting Parties entering a District, the Native Commissioned or Non-Commissioned Officer Commanding the Party will wait on the District Officer (Mamlutdar or Mahalkurree) and request his assistance, should he deem it necessary, in procuring Recruits for his Regiment. In the State of Sawunt Warree, the Officer in Command of the Recruiting Party will, in the first instance, address himself to the Political Superintendent, who will issue the necessary instructions to the Mamlutdar.

2. The District Officer (Mamlutdar or Mahalkurree), on receiving any such requisition, will adopt all necessary measures for facilitating the enlistment of Recruits, and will direct the stipendiary or hereditary Officers to give such assistance to Recruiting Officers as may be requisite.

3. Each Recruit, after enlistment, should first be taken to the Patell and Coolcurnee or Tulatee in whose jurisdiction the village he belongs to is situated, in order that the Patell and Coolcurnee or Tulatee may inquire and verify that his name, caste, parentage, and residence have been duly stated. Lists, with the signatures of the Patell and Coolcurnee or Tulatee, will be shown to the District Officer, that he may satisfy himself and record that the Returns are formal and correct.

4. A Nominal Roll, made out in the annexed form, No. 1, will then be prepared by the District Officer, and handed to the Recruiting Officer, for delivery to the Commanding Officer of his Regiment.

5. It will be the duty of the Adjutant of a Regiment to prepare monthly, on the first day of the month, or as soon after as practicable, a Return, in the form No. 2, for each District, of all Recruits approved at Regimental Head Quarters, and finally passed into the Service; such Return is to contain the names only of the Recruits belonging to the District for which the Return is intended. The Returns are to be sent by Commanding Officers to the Collectors, who will, on receipt, forward them to the respective District Officers.

6. When Recruits have been examined by District Officers, and Nominal Roll of them furnished to Regimental Head Quarters, one copy of the Return referred to in para. 5 will suffice for transmission to Collectors.

7. District Officers will, on receipt of the Returns, compare them with the office copies of the Nominal Rolls furnished to Recruiting Parties, and, if correct, fill the Returns with the Register of Recruits supplied by the District to the respective Regiments. The Returns are to be bound up annually, those for Regiments of Infantry being placed consecutively from 1st to 29th, and so on for Local Corps; and, if necessary, for the Cavalry and Artillery.

8. A Casualty List, according to the form No. 3, is likewise to be transmitted with the Monthly Returns referred to at para. 5, for the purpose of enabling District Officers to correct their Registers, and to prevent men once dismissed for crime from enlisting again.

9. A copy of the Register is to be kept in every District Office, and is to be corrected monthly as regards casualties.

FORM No. 1.

Nominal Roll of Recruits enlisted by Subedar ——— in the ——— District, for the ——— Regiment N. I. Date.

No.	Name of Recruit.	Age.	Village and Purgunna.	Father's Name and Caste.	Date of Enlistment.	Remarks.
1	Sham Sing	17		Dolar Sing, Jut Sikh.	5th Sept. 185	Has been employed in agricultural pursuits.
2	Khodayar Khan..	18		Emaum Khan Puthan.	6th Sept. 185	Has been bred to no particular trade or profession; his father served the Durbar as a soldier, and was faithful.

S. D.,
Deputy Commissioner.

FORM No. 2.

Descriptive Long Roll of Recruits entertained in the ——— Regiment Native Infantry, during the Month of ——— 18, and belonging to the District of ——— Date.

No.	Regtl. No.	Name of Recruit.	Age.	Height.	Caste.	Village and Purgunna.	Date of Enlistment.	Remarks.	Date and circumstances of death, discharge, or removal from any cause.
1		Shere Sing, son of Tej Sing.	16	5 8	Jut Sikh.	Deogurh Taran, Tarun, 5 Koss S. E. from Tehseeldaree of —	15th August 185 .	Refers to Rutub Sing, Lumberdar of Deogurh, for the truth of the description he gives of himself.	
2		Sheik Joomun, son of Ullayar Khan.	17	5 9	Sheikh..	Puthampore, Umbalah, 10 Koss W. of the Tehseeldaree of —	20th August 185 .	Description already verified by Deputy Commissioner, under date the 30th August.	

(Exd.) J. F., Adjutant.

F. W.,
Commanding ——— Regt. N. I.

FORM No. 3.

Casualty Roll of the ——— Regiment Native Infantry, for the Month of ——— 18.

No.	Regtl. No.	Name.	Age.	Date of Enlisting.	Date and Circumstances of Casualty.
1		Tora Bazkhan, son of ———	25	1st July 18	Died 17th August 18
2		Runjeet Sing, son of ———	22	3rd April 18	Discharged by Sentence of a Regimental Court Martial, 20th August 18

(Exd.) J. F., Adjutant.

F. W.,
Commanding ——— Regt. N. I.

Bombay Castle, 6th July 1855.

No. 540 of 1855.—The undermentioned Officers have been allowed leave of absence in the Civil Department, as specified opposite the name of each:—

Rank and Names.	Corps or Department.	On what Account.
Lieutenant W. Creagh..	On Special Duty	{ Medical certificate, from 17th February to 8th March 1855.
Lieutenant A. Davidson ..	{ Assistant Civil Engineer in Khan-deish.	Medical certificate, for two months, from 14th March 1855.
Lieutenant T. B. Webster ..	Deputy Collector, Shikarpoor ..	{ Medical certificate, to remain in Bombay, for one month from 7th May 1855.
Lieutenant R. Johnstone ..	{ Supernumerary Assistant, Revenue Survey S. M. C.	Medical certificate, preparatory to his embarkation for England.
Lieutenant R. G. Johnstone..	13th Regt. N. I.	{ Medical certificate, to Mahableshwur, till 28th February 1855.
Captain Pattullo..	1st Eur. Regt. (Fusiliers) ..	{ Medical certificate, to Mahableshwur, till 31st March 1855.
Lieutenant King..	Ditto ditto	{ Medical certificate, to the Deccan, from 19th March to 19th April 1855.
Ensign Hotchkis..	12th Regt. N. I.	{ Medical certificate, to Mahableshwur, till 31st May 1855.
Ensign Fenwick ..	Attached to 16th Regt. N. I. ..	{ Medical certificate, to Mahableshwur, till 31st May 1855.
Captain Raitt ..	16th Regt. N. I.	{ Medical certificate, to Poona, till 30th June 1855.
Lieutenant Chesshyre ..	12th " "	{ Medical certificate, to Poona, till 7th July 1855.

Bombay Castle, 9th July 1855.

No. 541 of 1855.—Ensign R. G. Watson, of the 2nd Eur. Regt. L. I., is allowed a furlough to Europe for eighteen months, on Medical certificate, under the New Furlough Regulations.

No. 542 of 1855.—Lieutenant M. W. Willoughby, of the 4th Regt. N. I. (Rifle Corps), is appointed a Sub-Assistant Commissary General from the 6th ultimo, vice Major Birdwood, who left the Department on promotion.

Bombay Castle, 11th July 1855.

No. 543 of 1855.—In assimilation with the rule obtaining under the Bengal Presidency, Field Officers appointed to the temporary Command of Brigades under this Presidency are, in future, allowed the rank of Brigadier during the tenure of such Command.

No. 544 of 1855.—The Right Honorable the Governor in Council is pleased to republish the following General Order by the Honorable the President of the Council of India in Council, dated Fort William, 14th June 1855, No. 641 :—

“The Honorable the President in Council has much satisfaction in publishing, for general information, the following Military letter from the Honorable the Court of Directors to the Government of India, No. 63, dated 9th May 1855 :—

“ *Military Department, No. 63 of 1855.*

“ *OUR GOVERNOR GENERAL OF INDIA IN COUNCIL.*

“ *Para. 1.* We received on the 25th ultimo an announcement that, at the recommendation of the President of the Board of Commissioners for the Affairs of India, the General Commanding in Chief would advise the Queen to declare it to be Her Majesty's pleasure that Officers of the East India Company's Army shall have everywhere rank and precedence with Officers of Her Majesty's Army, according to the dates of their respective Commissions.

“ *2.* We expressed, in reply, our sincere gratification at this announcement; and we observed that the result would be in the highest degree satisfactory to the Officers of the Company's Army, as manifesting the desire of Her Majesty's Government and of General Viscount Hardinge to confer upon them every advantage in respect to rank and precedence which is consistent with the constitution of the Service of the East India Company.

“ *3.* The following is a copy of the official Order as published in the London Gazette of the 1st instant —

“ *MEMORANDUM.*

“ *Horse Guards, 25th April 1855.*

“In order to remove any doubt which may exist as to the rank and precedence of the Officers of the Honorable East India Company's Service, it is Her Majesty's pleasure that Officers of the Honorable East India Company's Service, whose Commissions shall be signed by authorities duly deputed to do so by Her Majesty, shall have rank and precedence with Officers of Her Majesty's regular Army, according to the dates of their Commissions, in all parts of Her Majesty's dominions or elsewhere.

“We are, &c.,

(Signed) “E. MACNAGHTEN,

And Nine other Directors.”

“London, the 9th May 1855.”

(Signed) “F. D. ATKINSON,

“Offg. Secy. to the Govt. of India, in the Military Department.”

No. 545 of 1855.—The following promotions are made :—

6th Regt. N. I.

Lieutenant H. T. Briggs to be Captain of a Company, and Ensign C. W. Wigney to be Lieutenant, from the 28th June 1855, in succession to Captain (Brevet Lieutenant Colonel) J. Tait, C.B., deceased.

No. 546 of 1855.—The following Native promotion is made :—

Corps of Store Lascars.

Date of Rank.

1st Tindal Monajee Ramdoo to be Syrang, vice Lingoo Sewoo, No. 646, deceased 14th March 1855.

No. 547 of 1855.—The services of Captain (Brevet Major) G. Malcolm, Acting Political Superintendent at Kolapore, are placed at the disposal of His Excellency the Commander in Chief for Regimental duty, on his being relieved by Brevet Major Graham, Political Superintendent.

No. 548 of 1855.—Assistant Surgeon J. J. Faithful having been permitted to resign his appointment as Civil Surgeon of Dhoolia, his services are placed at the disposal of His Excellency the Commander in Chief.

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, 5th July 1855.*

No. 116 of 1855.—Assistant Surgeon W. P. Partridge, 2nd Battalion of Artillery, is placed under the orders of the Commander in Chief Indian Navy, for duty in that branch of the Service, vice Assistant Surgeon M. M. McKenzie, appointed Civil Surgeon, Dhoolia.

No. 117 of 1855.—Commander E. Daniell, Commanding Indus Flotilla, received charge of the Lower Scinde Boat Department from Commodore Ethersey on the 11th ultimo.

Bombay Castle, 11th July 1855.

No. 118 of 1855.—The following temporary arrangements and appointments are confirmed, viz :—

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

Commander Daniell, proceeding to the Indus Flotilla to assume Command, to be accommodated on board the "Queen" at the Commander's Mess, on the 2nd June 1855, and thence to Kotree by one of the vessels of the Indus Flotilla.

Lieutenant Etheridge to be Superintendent of Pattamars, on the 28th May 1855, vice Lieutenant Searle, proceeded to Aden.

Messrs. M. P. S. Tozer, Mate, of the "Acbar," and R. G. Hurlock, Mate, of the "Queen," to be Acting Lieutenants, from the 31st May 1855 ; the former to the "Ferooz" and the latter to the "Ajda," to complete the complements of those vessels.

Mr. Williams, Acting Master, of the "Queen," to reside on shore, for the benefit of his health, on the 1st June 1855.

Mr. Thomas Gill, Acting Master, and Assistant Surgeon George Naylor, of the "Victoria," to reside on shore at the Sanitarium, for the benefit of their health, the former on the 26th and the latter on the 29th May 1855.

The Port Surgeon to afford Medical aid to the Officers and Crew of the "Victoria" on the 29th May 1855, until further orders.

Indus Flotilla Order.

Mr. C. H. Somerville, Acting Master, of the Indus Flotilla, proceeding from Kurrachee to Bombay on Sick certificate, to be accommodated on board the ship "City of Lincoln," from the 14th to the 19th March 1855.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

Civil Appointments, &c.

JUDICIAL DEPARTMENT.

Bombay Castle, 9th July 1855.

Mr. W. Crawford to be Senior Magistrate of Police and Revenue Judge at the Presidency.

Bombay Castle, 11th July 1855.

Mr. J. F. Hore to be First Judge in the Court of Small Causes at the Presidency.

Mr. W. Crawford assumed charge of the office of Senior Magistrate of Police and Revenue Judge at the Presidency, from Mr. A. K. Corfield, on the 10th instant.

Under the provisions of Act XIV. of 1835, and Section 4th of Act IV. of 1851, Lieutenant A. Bell, Acting Superintendent of Police at Ahmednuggur, is appointed an Assistant Magistrate in the Ahmednuggur Zillah, and vested with the full powers of a Magistrate, excepting the powers to flog and to review.

Lieutenant Harpur, Assistant Superintendent of Police, Tanna, to be Acting Superintendent of Police, Broach.

In consideration of the very meritorious services of Shaik Goolam Hussein, the Native Adjutant of the Scinde Police, the Right Honorable the Governor in Council has been pleased to confer on him the title of "Khan Sahib Bahadoor."

By Order of the Right Honorable the Governor in Council,

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

TERRITORIAL DEPARTMENT,

REVENUE.

Bombay Castle, 10th July 1855.

Mr. R. Phillips to be an Assistant to the Collector and Magistrate of Khandeish.

Mr. T. Bosanquet to be an Assistant to the Collector and Magistrate of Sholapore.

Mr. G. F. Sheppard to be an Assistant to the Collector and Magistrate of Ahmednuggur.

Mr. A. J. de H. Larpent to be an Assistant to the Collector and Magistrate of Poona.

Mr. A. T. Crawford to be an Assistant to the Collector and Magistrate of Sattara.

Mr. J. Elphinstone to be an Assistant to the Collector and Magistrate of Rutnagherry.

GENERAL DEPARTMENT.

Bombay Castle, 6th July 1855.

Mr. W. Coghlan, of the Civil Service, has been permitted to remain at the Presidency till the next meeting of the Central Committee of Vernacular Examination, for the purpose of prosecuting his studies in the Mahratta language.

Bombay Castle, 7th July 1855.

The following Visitors of Schools assumed charge of their duties on the dates specified opposite their respective names :—

Rao Sahib Ramchunder Dinanathjee, Visitor of Schools in the Rutnagherry

Collectorate On the 2nd June 1855.

J. Graham, Esq., Visitor of Schools in the Surat and Broach Collectorates On the 2nd June 1855.
 F. P. Baker, Esq., Visitor of Schools in the Belgaum and Dharwar Collectorates. . Do. do.
 Rao Saheb Mahadeo Govind Shastree, Visitor of Schools in the Poona, Sholapore, and Sattara Collectorates Do. do.
 Rao Saheb Bhasker Damother, Visitor of Schools in the Khandedish and Ahmednuggur Collectorates and the Sub-Collectorate of Nassick On the 11th June 1855.

Bombay Castle, 10th July 1855.

Assistant Surgeon J. J. Faithful has been permitted to resign his appointment as Civil Surgeon of Dhoolia.

Bombay Castle, 11th July 1855.

Mr. A. K. Corfield, of the Civil Service, is allowed a furlough to Europe for one year, from the date of embarkation, under the New Furlough Regulations.

Mr. James H. Standen, Barrister at Law, is appointed Administrator General, vice Mr. Hore.

PUBLIC WORKS DEPARTMENT.

Bombay Castle, 10th July 1855.

Captain C. O. Creagh, of Her Majesty's 86th Regiment, has been appointed, as a temporary measure, an Assistant Executive Engineer, and his services have been placed at the disposal of the Superintending Engineer Central Province.

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 11th July 1855.

The Reverend R. F. Colvin, Junior Minister St. Andrew's Church, is allowed to proceed to Poona and Ahmednuggur on a visitation to the Presbyterians at those stations, and to be absent from the Presidency on that account from the 24th instant to 30th proximo, inclusive.

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

TERRITORIAL DEPARTMENT, REVENUE.

The Right Honorable the Governor in Council is pleased to cancel the Notification issued by Government, under date 22nd March 1854, prohibiting the levy of Sea Customs' Huks at the Ports of Nowsaree and Gundavee.

By order of the Right Hon'ble the Governor in Council,
 W. HART,
 Secretary to Government.

Bombay Castle, 10th July 1855.

બહરનામું.

ટેરિટોરિઅલ ડિપાર્ટમેન્ટ.
 રેવિન્યુ.

એહુનું નવશારી તથા ગણદેવીના અંદરોમાં તરી જકાતના હક લેવાની મંનાઈ કારવાસાઈ તારીખ ૨૨મી માહે માચ સને ૧૮૫૪ ના રોજ સરકારે બહરનામું કૂંડે હતું તે અંદગાંન અલી નવાખ મુસ્તેતાખ હજરત રૈટ આનરાખલ ગવરનર સાહેબ બાહાદુર દર ઇજલાસ કૌસલે ૨૬ કૂંડે છે.

અમોજખે હુકમ અંદગાંન અલી નવાખ મુસ્તેતાખ હજરત રૈટ આનરાખલ ગવરનર સાહેબ બાહાદુર દર ઇજલાસ કૌસલે સહી.

ઉલીઅમ, હાઈ,

સક્રારી નિસબત સરકાર.

તારીખ ૧૦ મી માહે જુલઈ સને ૧૮૫૫ ઇસવી

મુકામ નંજરે મુંબઈ.

VENAYEK WASSOODEW,
 Oriental Translator to Govt.

MEDICAL DEPARTMENT, CIVIL.

The following promotions are made in the Vaccinating Department of the Northern Deccan Division, consequent on the death of Assistant Vaccinator Waman Ramchunder:—

Apprentice Keesunsing to be an Assistant Vaccinator.

Penkasee Moreshwur to be admitted as an Apprentice, to fill the vacancy.

Bombay, Medical Board Office, 10th July 1855.

Assistant Vaccinator Penkut Swamy Mullappa, serving under the Civil Surgeon, Belgaum, is discharged the Service, and Annund Rao Siddojee is appointed an Assistant Vaccinator in his stead.

Bombay, Medical Board Office, 11th July 1855.

By order of the Medical Board,
 W. C. COLES, M.D., Assist. Surgeon,
 Acting Secretary Medical Board.

BANK OF BOMBAY.

DISCOUNT.

On Government Bills 6 per cent.
 On Private Bills at or within 3 } 9 ditto.
 Months }

INTEREST.

On Fixed Loans on Government } 7 ditto.
 Notes and Railway Shares... }
 On Open Loans on ditto 8 ditto.
 On Cash Credit Accounts 8 ditto.
 On Loans on Security of Goods.. 9 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, 20th June 1855.

Notice.

Verbal offers will be received at a SPECIAL SALE, which will be held at this Office, at noon precisely on Saturday 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:—

- 2,000 sheets Copper Sheathing, 28-oz.
- 10 cwt. Paper (China).
- 1,500 sheets Copper, Sheathing, 30-oz.
- 40 cwt. Nails, Sheathing, Copper (Europe), 1½-inch
- 10 cwt. Paper, Brown (Europe).
- 100 yards Fearnought (Europe).

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.

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,
11th July 1855.*

જાહેર નામુ.

એવું જો દેખીછે કે કમીસરી જનરાલ શાહેબની આફીરામાં ચાલતા મહીનાની તારીખ ૧૪ મી અને આવતા રાત્રીવારને દીને બપોરના નિચે લખેલા તથા એ શીવાએ બીજા સામાન આવવાને વાસ્તે ઇસપિરીઅલ જાહેર લિલાઈ થાસે.

૨૦૦૦ તાંબાના પતરા ૨૮ આંકિરાના.

૧૦ હંડરેટ ચીનાઈ કાગળ.

૧૫૦૦ તાંબાના પતરા ૩૦ આંકિરાના.

૪૦ હંડરેટ તાંબાના ખિલા વેલાતી ૧૧ ઇંચના.

૧૦ હંડરેટ કાગળ બરાઉન વેલાતી.

૧૦૦ વાર વેલાતી નમદા.

આએ આફીરામાં દરોજ (આદીતવાર શિવાએ) કલાક ૧૦ થી તે પ થી અરજ કરીઆથી ઉપર લખેલા સામાન નો નમુનો દેખાડીઆમાં આવસે તથા એ શીવાએ જે કાંઈ બીજું અબર જોઈસે તેપણ આવવામાં આવસે.

એવાઈની દેખીછે કે કમીસરી જનરાલ શાહેબની હાફીરા તારીખ ૧૧ મી જુલાઈ રાત્રી ૧૮૫૫ ઇસવી.

R. J. SHAW, Major,

Assist. Commy. General, in Charge.

MILITARY

ARRIVALS AND DEPARTURES.

1855

ARRIVALS.

- 4th July.—Major J. D. Graham, Political Superintendent of Kolapore, on Medical certificate, from Kolapore.
- 6th " Captain G. Douglas, Artillery, to rejoin, from England.
- " " Cadet H. Pym, Engineers, to join, from England.
- " " Cadet J. R. Maunsell, Engineers, to join, from England.
- " " Captain W. Lodwick, 12th Regt. N. I., to rejoin, from Cape of Good Hope.
- 8th " Ensign G. C. Grant, 6th Regt. N. I., on Medical certificate, from Kurrachee.

1855

DEPARTURES.

- 7th July.—Lieutenant Collier, 26th Regt. N. I., on duty, to Poona.
- " " Lieutenant Duncan, 28th Regt. N. I., to join, to Poona.
- 10th " Ensign R. G. Watson, 2nd Regt. European Light Infantry, on Medical certificate, to England.
- 11th " Captain J. Fowler, 8th Madras Cavalry, on furlough, to England.
- " " Ensign Galloway, 13th Regt. N. I., on leave, to the Deccan.
- " " Captain Bray, H. M.'s 83rd Regt., on leave, to Poona.
- " " Ensign Mylne, H. M.'s 83rd Regt., on leave, to Poona.

*Bombay, Town Major's Office,
11th July 1855.*

SHIPPING INTELLIGENCE.

1855

ARRIVALS.

- 5th July.—Ship Granger, W. H. Gunner, from London 3rd March.
- Passengers*—Captain and Mrs. Lodwick.
- 6th " P. and O. Co.'s Steamer Norna, W. H. Roberts, from Aden 23rd June.
- Passengers*—Captain Douglas; Messrs. Maunsell, Pym, Lushman, and Ketchin.
- 7th " Ship Mary Russell Mitford, R. Yorston, from Newcastle 22nd March.
- Passenger*—Mrs. Yorston.
- 8th " H. C. Steamer Semiramis, Lieutenant Batt, from Kurrachee 5th instant.
- Passenger*—Ensign Grant.

1855

DEPARTURES.

4th July.	Ship Alarm, J. R. Salters, to Liverpool.
" "	Ship Covenanter, J. McPherson, to Liverpool.
5th "	Hamburg Brig Asia, J. Setje, to Zanzibar.
8th "	Ship Rookery, W. Murray, to Genoa.
11th "	P & O Co.'s Steamer Cadiz, W. R. Aldham, to Aden.

Passengers—For Aden: Captain Douglas. For Suez: Mr. and Mrs. Sooboda; and Mahomed Essof. For Alexandria: Captain J. Fowler; Mr. Twemlow; Lieutenant Willcocks; and R. J. Watson, Esq.

W. CRAWFORD,

Senior Magistrate of Police.

Bombay, Police Office, 11th July 1855.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

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

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

CIVILIANS.				MILITARY AND NAVAL.			
Age.	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.....		11 " "
On ditto if secured by Govt. Paper.....		10 " "

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

RATES OF EXCHANGE.

On London at 6 months' sight.....	2s. 1d. per Rupee.
" " 3 " "	2s. 0½d. "
" " 2 " "	2s. 0½d. "
" " 1 " "	2s. 0½d. "
" " sight	2s. 0½d. "
On Scotland	2s. 0½d. "
On Ireland at sight.....	2s. " "
Circular Notes payable throughout Europe.....	2s. " "

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, 11th July 1855.

STATEMENT OF THE FUNDS OF THE SIR JAMSETJEE JEJEEBHoy PARSEE BENEVOLENT INSTITUTION ON THE 31st DECEMBER 1854.

Cash deposited with Government	Rs. 3,00,000	0	0	Rs. a. p.
55 Shares of the Bank of Bengal, par value Rs. 4,000 each, but costing with premium on an average Rs. 7,000 each	3,85,000	0	0	
Government Promissory Notes of Rs. 39,200, but costing with premium	42,907	3	10	
Surplus of Income for 1849, 1850, and 1851, in the hands of the Sub-Treasurer	121	11	1	
				7,28,028 14 11
Cash Balance unexpended in the Bank of Bombay				9,401 11 2
Due by Government for interest on Rs. 3,00,000 from 1st July to 31st December 1854				9,000 0 0
Due by Government for Dividend of the 55 Shares of the Bank of Bengal, from 1st July to 31st December 1854				8,800 0 0
Due by Government for interest on Government Promissory Notes of Rs. 39,200, from ditto to ditto				784 0 0
Amount of Donation Fund invested in Government Promissory Notes of Rs. 10,100, but costing with premium				10,743 6 6
Due for interest on ditto, from 1st July to 31st December 1854				202 0 0
Outstandings				3,691 5 7
Total....Rupees	7,70,651	6	2	

(Errors and omissions excepted)

(Signed) JAMSETJEE JEJEEBHoy,

President of the Punchayet.

Bombay, 29th May 1855.

Published by order of the Punchayet,

PESTONJEE MANOCKJEE, Secretary.

Bombay, 12th July 1855.

ABSTRACT OF HALF-YEARLY ACCOUNT OF THE SIR JAMSETJEE JEJEEBHOY'S PARSEE BENEVOLENT INSTITUTION, from
1st July to 31st December 1854, prepared in conformity with Clause 17th of the Bye-Laws; audited the 29th day of May 1855.

Dr.

Cr.

	Rs. a. p.		Rs. a. p.
To Amount of Balance on the 1st July 1854, as per last Account published in the Government Gazette of the 15th February 1855..	21,272 1 6	By Amount paid on sundry Accounts which was due on the 30th June 1854...	3,674 5 3
	Rupees 21,272 1 6	„ Balance...	17,597 12 3
			Rupees 21,272 1 6
To Balance	17,597 12 3		
„ Amount of Interest on the Capital Rs. 3,00,000, from 1st July to 31st December 1854, at 6 per cent., received from Government	Rs. 9,000 0 0		
„ Amount of Dividend on 55 Shares in the Bank of Bengal, from 1st July to 31st December 1854, at 8 per cent.	8,800 0 0		
„ Amount of Interest on Government Promissory Notes of Rs. 39,200, from 1st July to 31st December 1854, at 4 per cent.	784 0 0		
	Rs. 18,584 0 0		
DEDUCT GENERAL CHARGES AS UNDER, VIZ:—			
To Amount of Monthly Establishment, from 1st July to 31st December 1854.....	Rs. 1,467 0 0		
„ Amount for advertising the Accounts of the Institution, from 1st July to 31st December 1853.....	122 0 0		
	1,589 0 0		
	16,995 0 0		
„ Amount of difference received from the Donation Fund for the distribution into Shares	5 0 0		
	17,000 0 0		
„ Amount for the distribution into 400 Shares, at Rs. 42½ each	17,000 0 0		
„ Amount drawn from the Donation Fund to meet the deficiency caused in maintaining Poor, Indigent, and Disabled Parsees of Bombay.....	38 2 5		
„ Amount of Public Donation for the Boys' and Girls' Schools	200 0 0		
„ Balance due on sundry Accounts on the 31st December 1854, but not then paid	528 2 10		
		AT BOMBAY.	
		By 180 Shares for the Boys' and Girls' Schools, at Rs. 42½ per Share.....	Rs. 7,650 0 0
		„ Amount of Public Donation for the Boys' and Girls' Schools ..	200 0 0
		„ 20 Shares for maintaining Poor, Indigent, and Disabled Parsees	850 0 0
		„ Amount drawn from the Donation Fund for ditto.	38 2 5
		„ 20 Shares for Marrying the Daughters of Poor Indigent Parsees.	888 2 5
		„ 10 Shares for defraying the Funeral Expenses of Poor Indigent Parsees ..	850 0 0
			425 0 0
		AT SURAT.	
		„ 35 Shares for the Boys' and Girls' Schools.....	1,487 8 0
		„ 30 Shares for maintaining Poor, Indigent, and Disabled Parsees.	886 9 5
		„ 10 Shares for Marrying the Daughters of Poor Indigent Parsees.	1,275 0 0
		„ 5 Shares for defraying the Funeral Expenses of Poor Indigent Parsees..	1,125 0 0
			425 0 0
		AT OODEYPOOR.	
		„ 20 Shares for the Boys' and Girls' Schools.	212 8 0
		„ 10 Shares for maintaining Poor, Indigent, and Disabled Parsees.	850 0 0
		„ 7 Shares for Marrying the Daughters of Poor Indigent Parsees.	279 4 0
		„ 3 Shares for the Funerals of Indigent Parsees	375 0 0
			297 8 0
		AT NOWSARY.	
		„ 10 Shares for the Boys' and Girls' Schools..	127 8 0
		„ 10 Shares for maintaining Poor, Indigent, and Disabled Parsees.	425 0 0
		„ 7 Shares for marrying the Daughters of Poor Indigent Parsees.	214 10 0
		„ 3 Shares for the Funerals of Indigent Parsees	375 0 0
			297 8 0
			110 0 0
			17 8 0
			210 6 0
			50 0 0
			297 8 0
			17 8 0

AT BROACH.									
5 Shares for the Boys' and Girls' Schools	212	8	0	131	0	0	81	8	0
8 Shares for maintaining Poor, Indigent, and Disabled Parsees.	340	0	0	289	4	3	50	11	9
4 Shares for marrying the Daughters of Poor Indigent Parsees.	170	0	0				170	0	0
3 Shares for the Funerals of Indigent Parsees	127	8	0				127	8	0
Total....Rupees	17,238	2	5	11,967	1	3	5,271	1	2
Balance unexpended from 1st January 1852 to 30th June 1854.	17,597	12	3						
Do. do. from 1st July to 31st December 1854....	5,271	1	2						
Balance due on sundry Accounts on the 31st December 1854.	528	2	10						
				23,397	0	3			
Total....Rupees	35,364	1	6	Total.....Rupees	35,364	1	6		

In the Bank of Bombay	Rs.	9,401	11	2
Due by Government for Interest on Rs. 300,000		9,000	0	0
Due by Government on account of the Dividend of the 55 Shares of the Bank of Bengal		8,800	0	0
Due by Government for Interest on Government Promissory Notes of Rs. 39,200 deposited with the Accountant General and Sub-Treasurer		784	0	0
Amount of Donation Fund invested in Government Promissory Notes of Rs. 10,100 deposited in the Bank of Bombay, but costing with premium		10,743	6	6
Due for Interest on Ditto		202	0	0
Outstandings		3,691	5	7
		42,622	7	3
Deduct Balance of Donation Account		19,225	7	0
Net Balance	Rupees	23,397	0	3

(Signed) PESTONJEE JEHANGEER, } Auditors.
 „ HIRJEEBHoy HORMUSJEE, }

(Signed) JAMSETJEE JEJEEBHOY,
President of the Punchayet.

Donation Account from 1st July to 31st December 1854.

To Balance up to 1st July 1854	Rs.	19,066	9	5	By Amount of difference paid for distribution into Shares	Rs.	5	0	0
" Amount of Interest on Government Promissory Notes of Rupees 10,100, from 1st July to 31st December 1854, at 4 per cent.		202	0	0	" Amount paid to meet the deficiency caused in maintaining Poor, Indigent, and Disabled Parsees of Bombay		38	2	5
					" Balance		19,225	7	0
	Rupees	19,268	9	5		Rupees	19,268	9	5

(Signed) **PESTONJEE MANOCKJEE,**
Secretary.

PESTONJEE MANOCKJEE, *Secretary to the Sir Jamshejee Jejeebhoy's Parsee Benevolent Institution.*

MR. JOHN CASSELS was admitted a Partner in our Firm on the 1st instant.

PEEL, CASSELS, & Co.

Bombay, 5th June 1855.

NOTICE.—The Firm of **ALBERT ZORN & Co.** is this day **DISSOLVED** by effluxion of time, and **MR. T. KLEINKNECHT** will liquidate all its pending affairs.

FREDERICK ALBERT ZORN.

THEODORE KLEINKNECHT.

CARD.—With reference to the above Advertisement, the undersigned begs to inform the public that, having purchased the stock in trade of **Messrs. ALBERT ZORN & Co.**, the business heretofore carried on by those Gentlemen will be conducted by him in the same premises.

In connection with the Bookselling and Stationery departments, an establishment for Bookbinding, Paper-ruling, and the manufacture of Account Books, has been opened; and, aided by a long experience in England and on the Continent, the undersigned can confidently give the assurance

that any work entrusted to him will be executed in the best European style.

The Depository of the Bombay Book and Tract Society having also been confided to him, the sale of its publications will be continued by

JOHN NEUBERG.

*No. 1, Military Square, Bombay,
30th June 1855.*

NOTICE.

MR. WILLIAM JACKSON is authorised to sign my name.

JOHN NEUBERG.

Bombay, 30th June 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.

Post Office Notifications.

OVERLAND MAIL.

The Overland Mail, *viâ* Marseilles and *viâ* Southampton, per P. & O. Company's Steamer will be closed on SUNDAY the 29th 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.

W. BLOWERS,

Bombay Post Office, 11th July 1855.

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
P. & O. Company's Steamer.	P. & O. Steam Navigation Company ..	30th instant	Aden.	
Granger	Messrs. Forbes & Co.	20th do	Kurrachee.	
Dauntless	" Remington & Co.	Despatch	Hull.	
Conqueror	" Grey & Co.	Immediately	Liverpool.	
Sarah and Emma	" Grey & Co.	Ditto	London.	

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

W. BLOWERS,

Bombay Post Office, 11th July 1855.

Deputy Post Master General.

NOTICE.

The following Table shows the TIME OF CLOSING 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 Scinde	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 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 Calcutta, Madras, Ceylon, Poona, Ahmednuggur, Sattara, Mahabeshwur, Belgaum, Ruttanagerry, 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 Panjaub. .	3-30 P. M.	1 P. M.	4 P. M.	On Week-days, Letters and Newspapers are received until half-past 3 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.

Detailed Time Tables may be seen at the Post Office.

DUNCAN DAVIDSON,

Bombay General Post Office, 2nd July 1855.

Post Master General.

NOTICE.

The following Notification is republished for general information; and Post Masters are especially warned to reject all parcels not packed in accordance therewith.

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 waxcloth, 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 Post Master General's Office, 3rd July 1855.

NOTICE.

All Post Masters are hereby directed to pay particular attention to the packing in Wax Cloth, during the Monsoon, of the Letter Packets despatched from their Offices, and to give strict orders on the subject to their subordinate Offices. A number of Packets, containing Government Despatches and private Letters, have been recently received in Bombay, tied up in single Paper Wrappers, which are altogether insufficient to protect them from wet, and many of them have in consequence been entirely spoilt, and rendered useless. Clerks neglecting this order will be fined.

(Signed) DUNCAN DAVIDSON,
Post Master General.

Bombay Post Master General's Office, 11th August 1854.

Republished for information, and for the guidance and particular attention of all Postal Officials.

DUNCAN DAVIDSON,
Post Master General.

Bombay Post Master General's Office, 25th June 1855.

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.

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.

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.

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.