THE

# Bombay Government Gazette.

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NOTIFICATION.

*Bombay Castle, 4th August* 1831. GENERAL DEPARTMENT.

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

*Bombay Castle,* 18*th 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 Byculla.*

*Bombay, 5th April* 1848. J. G. LUMSDEN, *Secy. to Govt.*

MARINE DEPARTMENT.

The Right Honorable the Governor in Council is pleased to notify, that the MONTHLY MAIL PACKETS to SUEZ, during the ensuing season, will be despatched from September to April inclusive on the 28th of each month, and the INTERMEDIATE MAIL PACKETS to ADEN in September on the 12th, and in each subsequent month, till April, on the 14th, and in May on Saturday the 13th.

*By Order of the Right Hon'ble the Governor in Council,*
R. WALLACE,
Deputy Secretary to Government.

*Bombay Castle, 30th July* 1853.

## Notice

Is hereby given, that persons desirous of entering into a contract for supplying PROVISIONS, &c. to this Department, for HOSPITAL PURPOSES, for the term of one year from the date of the acceptance of the tender, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedule, or List of Prices, and such information relating thereto as they may require.

2. Sealed tenders for the contract will be received at this Office on Friday the 24th instant, at 2 o'clock precisely. These must specify, both in words and figures, the rate per cent. above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and according to musters which may be seen in this Office, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores at the Presidency if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officers; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final and binding on all parties.

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

4. No tender will be received unless accompanied by a deposit in cash of the sum of Rupees (2,112) two thousand one hundred and twelve, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract, when required to do so, on his tender being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (8,449) eight

thousand four hundred and forty-nine, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, *if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred*, or a fine of from Rupees (30) thirty to (200) two hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes 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 4 of this Notice will be forfeited to Government.

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

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

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

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

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

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

12. The annual outlay on the above contract is estimated at Rs. 42,246.

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

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

*Bombay, Deputy Commy. Genl.'s Office,*
*7th March* 1854.

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## Notice

Is hereby given, that verbal tenders will be received at this Office for the contracts for the exclusive privilege of VENDING DRUGS to the Native Troops and Followers of the Cantonments at Sukkur and Shikarpore, for one year, commencing from 1st May 1854, precisely at 12 o'clock on Tuesday the 28th proximo, and sealed tenders will be received at the Commissary General's Office, Bombay, from 12 o'clock till 2 o'clock P. M. on the day above specified.

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

*At Sukkur.*

| | Strength. |
|---|---|
| 1 Detachment of a Regiment of Native Infantry. | 268 |
| Sukkur Cantonment Followers..... ..... ... | 4,000 |

*At Shikarpoor.*

| | |
|---|---|
| 1½ Regiment Native Infantry ..... ..... ..... | 1,397 |
| One Battery ..... ..... | 144 |
| Shikarpoor Cantonment Followers ..... ..... | 1,200 |

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

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

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

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

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

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

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

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

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

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

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

J. G. MILLAR, Captain,
Superintendent of Bazars.

*Superintendent of Bazars' Office,*
*Sukkur, 1st February* 1854.

## BANK OF BOMBAY.

DISCOUNT.

| | |
|---|---|
| On Government Bills | 4 per cent. |
| On Private Bills at or within 3 Months | 7 ditto. |

INTEREST.

| | |
|---|---|
| On Fixed Loans on Government Notes | 5 ditto. |
| On Cash Credits and Loans on Government Notes | 6 ditto. |
| On Loans and deposit of Goods | 7 ditto. |

The rate of advance on deposit of Government Notes is 95 per cent., and on Goods, *three-fourths* the approved value.

By Order of the Board of Directors,

J. STUART,
Secretary and Treasurer.

*Bank of Bombay, 2nd March* 1854.

# Great Indian Peninsula Railway.

## TIME TABLE,

*For the Month of October* 1853, *and until further notice.*

### BOMBAY TO TANNAH.

| Miles. | | Week Days. 1st. | Week Days. 2nd. | Sundays. 1st. | Sundays. 2nd. | Fares. 1st Class. | Fares. 2nd Class. | Fares. 3rd Class. |
|---|---|---|---|---|---|---|---|---|
| | | A. M. | P. M. | A. M. | P. M. | Rs. A. P. | Rs. A. P. | Rs. A. P. |
| | Bombay ..... Departure | 7 0 | 4 0 | 7 0 | 2 30 | | | |
| 2¼ | Byculla ..... „ | 7 10 | 4 10 | 7 10 | 2 40 | 0 6 0 | 0 2 6 | 0 1 0 |
| 5¾ | Mahim Road..... „ | 7 20 | 4 17 | 7 20 | 2 45 | 0 12 0 | 0 5 0 | 0 2 0 |
| 9¼ | Sion ..... „ | 7 35 | 4 30 | 7 35 | 3 5 | 1 4 0 | 0 8 3 | 0 2 6 |
| 16¾ | Bhandoop..... „ | 8 0 | 4 55 | 8 0 | 3 30 | 2 2 0 | 0 14 3 | 0 4 3 |
| 20½ | Tannah..... Arrival | 8 15 | 5 15 | 8 15 | 3 45 | 2 10 0 | 1 1 6 | 0 5 3 |

### TANNAH TO BOMBAY.

| Miles. | | Week Days. 1st. | Week Days. 2nd. | Sundays. 1st. | Sundays. 2nd. | Fares. 1st Class. | Fares. 2nd Class. | Fares. 3rd Class. |
|---|---|---|---|---|---|---|---|---|
| | | A. M. | P. M. | A. M. | P. M. | Rs. A. P. | Rs. A. P. | Rs. A. P. |
| | Tannah..... Departure | 9 15 | 6 5 | 9 15 | 5 30 | | | |
| 3¾ | Bhandoop..... „ | 9 30 | 6 20 | 9 30 | 5 45 | 0 8 0 | 0 3 3 | 0 1 0 |
| 11 | Sion ..... „ | 9 55 | 6 45 | 9 55 | 6 10 | 1 8 0 | 0 10 0 | 0 3 0 |
| 15 | Mahim Road..... „ | 10 10 | 6 55 | 10 10 | 6 20 | 1 14 0 | 0 12 6 | 0 3 9 |
| 18¼ | Byculla ..... „ | 10 20 | 7 10 | 10 20 | 6 35 | 2 6 0 | 1 0 0 | 0 4 9 |
| 20½ | Bombay ..... Arrival | 10 30 | 7 20 | 10 30 | 6 45 | 2 10 0 | 1 1 6 | 0 5 3 |

### BOMBAY TO MAHIM.

| Miles. | | Week Days. 1st. | Week Days. 2nd. | Sundays. 1st. | Sundays. 2nd. | Fares. 1st Class. | Fares. 2nd Class. | Fares. 3rd Class. |
|---|---|---|---|---|---|---|---|---|
| | | A. M. | P. M. | A. M. | P. M. | Rs. A. P. | Rs. A. P. | Rs. A. P. |
| | Bombay ..... Departure | 7 45 | 5 20 | 7 45 | 3 0 | | | |
| 2¼ | Byculla ..... „ | 7 55 | 5 30 | 7 55 | 3 10 | 0 6 0 | 0 2 6 | 0 1 0 |
| 5¾ | Mahim Road..... „ | 8 5 | 5 40 | 8 5 | 3 20 | 0 12 0 | 0 5 0 | 0 2 0 |
| 8 | Mahim ..... Arrival | 8 30 | 6 0 | 8 30 | 3 45 | 1 0 0 | 0 6 9 | 0 2 0 |

### MAHIM TO BOMBAY.

| Miles. | | Week Days. 1st. | Week Days. 2nd. | Sundays. 1st. | Sundays. 2nd. | Fares. 1st Class. | Fares. 2nd Class. | Fares. 3rd Class. |
|---|---|---|---|---|---|---|---|---|
| | | A. M. | P. M. | A. M. | P. M. | Rs. A. P. | Rs. A. P. | Rs. A. P. |
| | Mahim ..... Departure | 9 0 | 6 20 | 9 0 | 5 40 | | | |
| 2¼ | Mahim Road..... „ | 9 25 | 6 45 | 9 25 | 6 5 | 0 6 0 | 0 2 6 | 0 1 0 |
| 5¾ | Byculla ..... „ | 9 35 | 6 55 | 9 35 | 6 15 | 0 12 0 | 0 5 0 | 0 2 0 |
| 8 | Bombay ..... Arrival | 9 45 | 7 5 | 9 45 | 6 25 | 1 0 0 | 0 6 9 | 0 2 0 |

(By Order)
D. M. ROCHE, Traffic Manager.

*Bombay, October 11th,* 1853.

## Notice

Is hereby given, that persons desirous of entering into contracts for SUPPLYING such articles of PROVISIONS, embraced in the following Schedules, as may be required by the Commissasiat Department in Upper Scinde, from the date a tender may be accepted up to 31st January 1855, may, on application at this Office from 10 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the schedules or lists of prices, and such information relating thereto as they may require:—

*No. 1, For Bread and Biscuits.*
*No. 2, For Beef and Mutton.*

2. Verbal tenders for the contracts will be received at this Office on Saturday the 25th proximo, at 12 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above lists at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and are to be delivered, in the first instance at the Commissariat Stores, 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 required, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

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

4. No person will be allowed to bid for any contract unless he previously deposits in this Office, in cash, the sum exhibited opposite the schedule referring thereto, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract whenever 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 as shown opposite each schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract:—

| | Deposit before bidding. | Bonded Security. |
|---|---|---|
| Schedule No. 1.... | Rs. 40 | Rs. 158 |
| Schedule No. 2.... | „ 15 | „ 59 |

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract, it being understood that the simple condemnation of any article by a Committee constitutes such breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in para. 4 of this Notice will be forfeited to Government.

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

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

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

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

10. The amount of retrenchments made by the Military Board on the 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.

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

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

No. 1 ..... Rs. 791-3-1
No. 2 ..... „ 297-8-0

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

J. G. MILLAR, Captain,
Sub-Assistant Commissary General.

*Upper Scinde, Commissariat Office,*
*Sukkur, 15th February* 1854.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 3rd February* 1854.

The following Act, passed by the Governor General of India in Council on the 3rd February 1854, is hereby promulgated for general information :—

ACT No. I. OF 1854.

*An Act to amend the Law for facilitating the Acquisition of Land needed for Public Purposes within the Local Limits of the Jurisdiction of the Supreme Court of Judicature at Madras.*

I. The provisions of Act XX. of 1852, as herein modified, shall be applicable to all lands situate within the local limits of the jurisdiction of the Supreme Court of Judicature at Madras.

II. The powers given to the Civil Court of the Zillah in Section XIV. of Act No. XX. of 1852 shall, for the purposes of this Act, be exercised by the Supreme Court of Judicature at Madras, either upon motion or petition ; and the said Court, upon the investigation of any matter under the provisions of this Section, may compel the attendance of witnesses, and take their evidence in the same manner as upon a trial of an action at law, and the said Court, upon such motion or petition, may award such costs as they may think just.

III. In all cases in which payment of any part of the purchase or compensation money, exceeding in amount the sum of five hundred Rupees, is held in deposit according to Section XV. Act XX. of 1852 on account of any lands taken for any public purpose under this Act, the Government Securities mentioned in the said Section shall be deposited with the Government Agents at Fort St. George, in the name and with the privity of the Accountant General of Her Majesty's Supreme Court of Judicature at Fort St. George, to be placed by him to the credit of the persons interested in such lands, describing them as nearly as may be done according to the course of proceeding in the said Court in matters and causes depending before it in Equity.

IV. The said Securities shall remain in the hands of the Government Agents, and the interest accruing on the Securities shall be, from time to time, received and paid under the order of the said Supreme Court to the person or persons for the time being who would have been entitled to receive the rents and profits of the said lands if the same had not been taken as aforesaid, until there shall be some person or persons absolutely entitled to receive the principal sum of the monies so reserved, and thereupon the said Government Securities, with all interest then due thereon, shall be transferred and paid to such person or persons under the like order of the said Court ; and so long as no person can be found entitled to receive the interest of the said Government Securities, the Government Agent shall continue to receive, and from time to time to invest the accumulation of interest due thereon in the purchase of other Government Securities, to be held and applied by him on the same trusts as the Securities first purchased.

V. The right to receive payment of all sums not exceeding five hundred Rupees which shall be held in deposit under the said Section XV. Act No. XX. of 1852, may be determined by the Madras Court of Small Causes, and the said Court may make an order for the payment thereof, which order shall be a sufficient indemnity to the Government and all persons acting in obedience thereto.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOPE DEPARTMENT,
LEGISLATIVE,
*The 3rd February* 1854.

The following Act, passed by the Governor General of India in Council on the 3rd February 1854, is hereby promulgated for general information :—



ACT No. II. OF 1854.

*An Act to abolish the Office of Assessor to the Court of Petty Sessions at Bombay.*

Whereas it is unnecessary to continue the Office of Assessor to the Court of Petty Sessions at Bombay, It is enacted as follows :—

I. So much of Article 2, Title 2, of the Rule, Ordinance and Regulation I. of 1834, passed by the Governor in Council of Bombay, as enacts that the Court of Petty Sessions at Bombay therein mentioned shall constantly be attended by a Barrister-at-law, as and by way of Assessor to the said Court, such Assessor to be a Justice of the Peace and an Advocate of the Supreme Court of Judicature at Bombay, and to be appointed and removeable by the Governor in Council, is hereby repealed.

II. It shall not be necessary for the said Court of Petty Sessions to be attended by any person as or by way of Assessor to the said Court.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 3rd February* 1854.

The following Act, passed by the Governor General of India in Council on the 3rd February 1854, is hereby promulgated for general information :—

ACT No. III. OF 1854.

*An Act to amend the 38th Article of War for the Native Army.*

Whereas it is expedient that any Native Soldier who shall make away with or pawn any Medal granted to him for service in the Field or for general good behaviour, should be punished for such unsoldier-like conduct, It is enacted :—

That there shall be added to the 38th Article of War for the government of the Native Officers and Soldiers in the Military Service of the East India Company, the words following, that is to say : " or who shall make away with or pawn any medal or decoration granted to him by order of Her Majesty, or of the East India Company, or by order of Government, for service in the Field or for general good conduct."

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 3rd February* 1854.

The following Act, passed by the Governor General of India in Council on the 3rd February 1854, is hereby promulgated for general information :—

ACT No. IV. OF 1854.

*An Act relating to the Execution of Sentences in Petty Cases by Superintendents of Bazaars in the Presidency of Bombay.*

Whereas the rule which prohibits a Superintendent of Bazaars in the Presidency of Bombay from executing any sentence in the Criminal or Excise branches of his duties until he has submitted his proceedings to the Commanding Officer, and which requires that trials before a Superintendent of Bazaars shall be recorded as usual on Courts Martial, has been found to be productive of unnecessary inconvenience and delay in petty cases, and it is expedient to abolish the rule in such cases ; It is hereby enacted as follows :—

I. So much of Section 30, Regulation XXII. 1827, of the Bombay Code, as enacts that the Superintendent

of Bazaars shall not execute any sentence in the Criminal or Excise branch of his duties until he has submitted his proceedings to the Commanding Officer, and that his trials shall be recorded in writing as usual on Courts Martial, is hereby repealed so far as it shall relate to any sentence which shall hereafter be passed by any Superintendent of Bazaars by which any fine not exceeding three rupees, or any imprisonment not exceeding three days, shall be ordered.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 10th February* 1854.

The following Act, passed by the Governor General of India in Council on the 10th February 1854, is hereby promulgated for general information :—

ACT No. V. OF 1854.

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

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

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

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

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

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

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

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

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

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 10th February* 1854.

The following Act, passed by the Governor General of India in Council on the 10th February 1854, is hereby promulgated for general information :—

ACT No. VI. OF 1854.

*An Act to amend the Practice and Course of Proceeding on the Equity Side of Her Majesty's Supreme Courts of Judicature at Fort William in Bengal, Madras, and Bombay.*

Whereas it is expedient to amend the practice and course of proceeding on the Equity side of Her Majesty's Supreme Courts of Judicature at Fort William in Bengal, Madras, and Bombay respectively ; It is enacted as follows :—

I. Every bill of complaint to be filed in any of the said Courts after the time hereinafter appointed for the commencement of this Act shall contain, as concisely as may be, a narrative of the material facts, matters, and circumstances on which the plaintiff relies, such narrative being divided into paragraphs numbered consecutively, and each paragraph containing, as nearly as may be, a separate and distinct statement or allegation, and shall pray specifically for the relief which the plaintiff may conceive himself entitled to, and also for general relief, but such bill of complaint shall not contain any interrogatories for the examination of the defendant.

II. Within a time, to be limited by the rules or orders to be made by the Judges of the said Courts respectively in that behalf, the plaintiff in any suit in any of the said Courts commenced by bill may, if he requires an answer from any defendant thereto, file in the sworn clerk's or other proper office of the said Court interrogatories for the examination of the defendant or defendants, or such of them from whom he shall require an answer, and deliver to the defendant or defendants so required to answer, or to his or their solicitor, a copy of such interrogatories, or of such of them as shall be applicable to the particular defendant or defendants; and no defendant shall be called upon or required to put in any answer to a bill unless interrogatories shall have been so filed, and a copy thereof delivered to him or his solicitor, within the time so to be limited, or within such further time as the Court shall think fit to direct.

III. Whether the plaintiff in any suit in any of the said Courts shall or shall not require any answer from the defendant, or any one or more of the defendants to the bill, such defendant or defendants may, without leave of the Court, put in a plea, answer, or demurrer to the plaintiff's bill within the time now allowed to the defendant for demurring alone to a bill, or within such other time as shall be fixed by any rules or orders to be framed by the Judges of the said Courts respectively in that behalf; but after that time a defendant or defendants not required to answer the plaintiff's bill shall not be at liberty to put in a plea, answer, or demurrer to the bill, without leave of the Court; provided that the power of the Court to grant further time for pleading, answering, or demurring to any bill, upon the application of any defendant or defendants thereto, whether required to answer the bill or not, shall remain in full force, and shall not be in any wise prejudiced or affected; provided also that if the Court shall grant any further time to any defendant for pleading, answering, or demurring to the bill, the plaintiff's right to move for a decree under the provisions hereinafter contained shall in the mean time be suspended.

IV. The answer of the defendant to any bill of complaint in any of the said Courts may contain not only the answer of the defendant to the interrogatories so filed as aforesaid, but such statements material to the case as the defendant may think it necessary or advisable to set forth therein, and such answer shall also be divided into paragraphs numbered consecutively,

each paragraph containing, as nearly as may be, a separate and distinct statement or allegation.

V. The plaintiff in any suit commenced by bill shall be at liberty, at any time after the time allowed to the defendant for answering the same shall have expired (but before replication), to move the Court, upon such notice as shall in that behalf be prescribed by any rule or order to be made by the Judges of the said Courts respectively, for such decree or decretal order as he may think himself entitled to; and the plaintiff and defendant respectively shall be at liberty to file affidavits in support of and in opposition to the motion so to be made, and to use the same on the hearing of such motion; and if such motion shall be made after an answer filed in the cause, the answer shall, for the purposes of the motion, be treated as an affidavit.

VI. Upon any such motion for a decree or decretal order, it shall be discretionary with the Court to grant or refuse the motion, or to make an order giving such directions for or with respect to the further prosecution of the suit as the circumstances of the case may require, and to make such order as to costs as it may think right.

VII. The practice of excepting to bills, answers, and other proceedings in the said Courts for scandal or impertinence shall be, and the same is hereby abolished; provided that it shall be lawful for any of the said Courts, or for a Judge thereof, to order any scandalous or impertinent matter introduced into any proceeding in the Court to be expunged, and any costs occasioned thereby, together with the costs of any application for the purpose, to be paid by the party introducing the same.

VIII. It shall be lawful for the Court, upon the application of the plaintiff in any suit in any of the said Courts, whether commenced by bill or by claim, and as to a suit commenced by bill, whether the defendant may or may not have been required to answer the bill, or may or may not have been interrogated as to the possession of documents, to make an order for the production by any defendant, upon oath, of such of the documents in his possession or power relating to matters in question in the suit as the Court shall think right, and the Court may deal with such documents when produced in such manner as shall appear just.

IX. It shall be lawful for any defendant in any suit, whether commenced by bill or by claim, but in suits commenced by bill which the defendant is required to answer not until after he shall have put in a sufficient answer to the bill, and without filing any cross bill of discovery, to file, in the sworn clerk's or other proper office of the Court wherein such suit is pending, interrogatories for the examination of the plaintiff, to which shall be prefixed a concise statement of the subjects on which a discovery is sought, and to deliver a copy of such interrogatories to the plaintiff or his solicitor, and such plaintiff shall be bound to answer such interrogatories, in like manner as if the same had been contained in a bill of discovery filed by the defendant against him on the day when such interrogatories shall have been filed, and as if the defendant to such bill of discovery had on the same day duly appeared; and the practice of the Court with reference to excepting to answers for insufficiency, or for scandal, shall extend and be applicable to answers put in to such interrogatories; provided that in determining the materiality or relevancy of any such answer, or of any exception thereto, the Court is to have regard, in suits commenced by bill, to the statement contained in the original bill, and in the answer which may have been put in thereto by the defendant exhibiting such interrogatories for the examination of the plaintiff, and in suits commenced by claim, to the statements therein, and in any affidavits which may have been filed either in support thereof or in opposition thereto; provided also that a defendant, if he shall think fit so to do, may by leave of the Court, or of a Judge thereof, exhibit a cross bill of discovery against the plaintiff, instead of filing interrogatories for his examination.

X. It shall be lawful for the Court, upon the application of any defendant in any suit, whether commenced by bill or by claim, but as to suits commenced by bill where the defendant is required to answer the plaintiff's bill not until after he has put in a full and sufficient answer to the bill, unless the Court shall make any order to the contrary, to make an order for the production by the plaintiff in such suit, on oath, of such of the documents in his possession or power relating to the matters in question in the suit as the Court shall think right, and the Court may deal with such documents when produced in such manner as shall appear just.

XI. Every plea, answer, disclaimer, or examination may be sworn and filed without any further or other formality than is required in the swearing and filing of an affidavit.

XII. In suits commenced in any of the said Courts by bill, where notice of motion for a decree or decretal order shall not have been given, or, having been given, where a decree or decretal order shall not have been made thereon, issue shall be joined by filing a replication, in the form or to the effect of the replication now in use in the said Courts respectively, and where a defendant shall not have been required to answer, and shall not have answered the plaintiff's bill, he shall be considered to have traversed the case made by the bill.

XIII. Where a defendant to a suit in any of the said Courts commenced by bill shall not have been required to answer the bill, and shall not have answered the same, such defendant shall be at liberty to move to dismiss the bill for want of prosecution, at such times and under such circumstances, and subject to such restrictions, as shall be in that behalf prescribed by any rules or orders to be made by the Judges of the said Courts respectively in that behalf.

XIV. Every affidavit to be used in any of the said Courts shall be expressed in the first person, and shall be divided into paragraphs, and every paragraph shall be numbered consecutively, and as nearly as may be shall be confined to a distinct portion of the subject. Provided that nothing herein contained shall preclude the Court, or any Judge thereof, in any case in which such Court or Judge may think fit so to do, from allowing any affidavit to be used, notwithstanding the same may not be made according to the provisions of this Section.

XV. When any suit commenced in any of the said Courts by bill shall be at issue, the Court or a Judge thereof may, upon the application of any of the parties to the suit, and by consent of all the other parties thereto, make an order that the parties shall be at liberty to verify their respective cases by affidavit, and such cases may thereupon be verified accordingly. If any one or more of the parties, who shall not have a sufficient interest in the matters in question to require the evidence to be oral, shall not consent to the making of such order, the Court or a Judge thereof may make the same without the consent of such party or parties.

XVI. If no such order shall be made, the evidence to be adduced in the cause after issue joined therein shall be taken orally before the Court, and the attendance of witnesses and the production of documents may be enforced in the manner for the time being in use on the Common Law side of the said Courts respectively; provided that the Court may order any particular witness or witnesses within the jurisdiction of the Court, or any witness or witnesses out of the jurisdiction of the Court, to be examined, upon interrogatories or otherwise, under a commission, and to make such order relating to such examination as the Court may think fit; and provided also that affidavits of particular witnesses, or affidavits as to particular facts or circumstances, may by consent of the parties, or by leave of the Court obtained upon notice, be used on the hearing of any cause; such consent, and also the consent required by

the Section XV. of this Act, may, with the approbation of the Court, be given by or on the part of any married woman, infant, or other persons under disability.

XVII. Upon the hearing of any suit depending in any of the said Courts, whether commenced by bill or claim, and also upon the hearing of any motion, petition, or other proceeding in any of the said Courts, the Court may, upon the application of any of the parties thereto, or of its own accord, require and enforce the attendance and oral examination before itself of any witness, or of any party to the suit, and may also require and enforce the production of any document or documents, and may direct the costs of the attendance and examination of such witness or party, and of the production of such document or documents, to be paid by such of the parties to the suit, or in such manner, as it may think fit.

XVIII. Any party in any suit or matter may, by order of the Court or of a Judge thereof, issue a writ of subpœna ad testificandum or duces tecum, for the purpose of compelling the attendance of any person before the said Courts, or before a Commissioner or Commissioners at a time and place to be specified in such subpœna, to give evidence and produce documents in support of or in opposition to any claim, motion, petition, or other proceeding before the Court; and every person served with such subpœna shall be bound to attend in pursuance thereof, and to produce documents, and to give evidence, in like manner and subject to the same rules as a witness subpœnaed to attend or produce documents upon the trial of any cause in the said Court.

XIX. Any person who shall make an affidavit which shall be used or filed by any party to a suit in any of the said Courts may, by the order of the Court or of a Judge thereof, be subjected to oral cross-examination by or before the Court, or by or before a Commissioner or Commissioners, and may be subpœnaed to attend for that purpose, and to produce any document or documents, at a time and place to be specified in the subpœna; and any person so subpœnaed shall be bound to attend and produce such document or documents in pursuance of such subpœna, in the same manner and subject to the same rules as a witness subpœnaed to attend and give evidence or produce documents on the trial of a cause, and such person may be cross-examined and re-examined orally; provided that the Court shall always have a discretionary power of acting upon such evidence as may be before it at the time, and of making such interim orders as may appear necessary to meet the justice of the case.

XX. The costs of the attendance of any person, for the purpose of cross-examination as aforesaid, and of the said cross-examination and re-examination, shall be paid by the parties respectively, in like manner as if the person so attending to be cross-examined were the witness of the party cross-examining, and shall be deemed costs in the cause of such parties respectively, unless the Court shall otherwise direct.

XXI. It shall not be competent to any defendant in any suit in any of the said Courts to take any objection for want of parties to such suit, in any case to which the rules hereinafter set forth extend; and such rules shall be deemed and taken as part of the law and practice of the said Courts respectively, and any law or practice of any of the said Courts inconsistent therewith shall be and is hereby abrogated and annulled.

*Rule 1st.*—Any residuary legatee or next of kin may, without serving the remaining residuary legatees or next of kin, have a decree for the administration of the personal estate of a deceased person.

*Rule 2nd.*—Any legatee interested in a legacy charged upon real estate, and any person interested in the proceeds of real estate directed to be sold, may, without serving any other legatee or person interested in the proceeds of the estate, have a decree for the administration of the estate of a deceased person.

*Rule 3rd.*—Any residuary devisee or heir may, without serving any co-residuary devisee or co-heir, have the like decree.

*Rule 4th.*—Any one of several cestuis que trust under any deed or instrument may, without serving any other of such cestuis que trust, have a decree for the execution of the trusts of the deed or instrument.

*Rule 5th.*—In all cases of suits for the protection of property pending litigation, and in all cases in the nature of waste, one person may sue on behalf of himself and of all persons having the same interest.

*Rule 6th.*—Any executor, administrator, or trustee may obtain a decree against any one legatee, next of kin, or cestui que trust, for the administration of the estate or the execution of the trusts.

*Rule 7th.*—In all the above cases the Court, if it shall see fit, may require any other person or persons to be made a party or parties to the suit, and may, if it shall see fit, give the conduct of the suit to such person as it may deem proper, and may make such order in any particular case as it may deem just for placing the defendant on the record on the same footing in regard to costs as other parties having a common interest with him in the matters in question.

*Rule 8th.*—In all the above cases the persons who, according to the present practice of the Court, would be necessary parties to the suit, shall be served with notice of the decree, and after such notice they shall be bound by the proceedings in the same manner as if they had been originally made parties to the suit, and they may, by an order of Court, have liberty to attend the proceedings under the decree; and any party so served may, within such time as shall in that behalf be prescribed by any general rule or order to be made by the said Courts respectively in that behalf, apply to the Court to add to the decree.

*Rule 9th.*—In all suits concerning real or personal estate which is vested in trustees under a will, settlement, or otherwise, such trustees shall represent the persons beneficially interested under the trust, in the same manner and to the same extent as the executors or administrators in suits concerning personal estate represent the persons beneficially interested in such personal estate, and in such cases it shall not be necessary to make the persons beneficially interested under the trusts parties to the suit, but the Court may, upon consideration of the matter on the hearing, if it shall so think fit, order such persons or any of them to be made parties.

XXII. The practice of setting down a cause merely on an objection for want of parties to the suit shall be abolished.

XXIII. If in any suit or other proceeding before any of the said Courts it shall appear to the Court that any deceased person who was interested in the matters in question has no legal personal representative, it shall be lawful for the Court either to proceed in the absence of any person representing the estate of such deceased person, or to appoint some person to represent such estate for all the purposes of the suit or other proceeding, on such notice to such person or persons, if any, as the Court shall think fit, either specially or generally by public advertisements; and the order so made by the Court, and any orders consequent thereon, shall bind the estate of such deceased person, in the same manner in every respect as if there had been a duly constituted legal personal representative of such deceased person, and such legal personal representative had been a party to the suit or proceeding, and had duly appeared and submitted his rights and interests to the protection of the Court.

XXIV. It shall be lawful for any person claiming to be a creditor, or a specific pecuniary or residuary legatee, or the next of kin, or some or one of the next of kin of a deceased person, to apply for and obtain as of course without bill or claim filed, or any other preliminary proceedings, a summons from a Judge

of any of the said Courts requiring the executor or administrator, as the case may be, of such deceased person, to attend before him at chambers for the purpose of showing cause why an order for the administration of the personal estate of the deceased should not be granted, and upon proof by affidavit of the due service of such summons, or on the appearance in person, or by his solicitor or counsel, of such executor or administrator, and upon proof by affidavit of such other matters, if any, as such Judge shall require, it shall be lawful for such Judge, if in his discretion he shall think fit so to do, to make the usual order for the administration of the estate of the deceased, with such variations, if any, as the circumstances of the case may require, and the order so made shall have the force and effect of a decree to the like effect made on the hearing of a cause or claim between the same parties; provided that such Judge shall have full discretionary power to grant or refuse such order, or to give any special directions touching the carriage or execution of such order, and in the case of applications for any such order by two or more different persons or classes of persons, to grant the same to such one or more of the claimants, or of the classes of claimants, as he may think fit; and if the Judge shall think proper, the carriage of the order may subsequently be given to such party interested, and upon such terms as the Judge may direct.

XXV. A duplicate or copy of such summons shall, previously to the service thereof, be filed in the office of the Registrar or other proper officer of the Court, and no service thereof upon any executor or administrator shall be of any validity unless the copy so served shall be countersigned by such registrar or other officer as an indication of the filing thereof, and the filing of such summons shall have the same effect with respect to *lis pendens* as the filing of a bill or claim.

XXVI. It shall be lawful for any person claiming to be a creditor of a deceased person, or interested under his will, to apply for and obtain in a summary way, in the manner herein-before provided, with respect to the personal estate of a deceased person, an order for the administration of the immoveable estate of such deceased person, if a Hindoo, or a Mahomedan, or a Parsee, or for the administration of the real estate of any deceased person, not being a Hindoo, or a Mahomedan, or a Parsee, where the whole of such real estate is by devise vested in trustees who are by the will empowered to sell such real estate, and authorised to give receipts for the rents and profits thereof, and for the produce of the sale of such real estate; and all the provisions herein-before contained with respect to the application for such order, in relation to the personal estate of a deceased person and consequent thereon, shall extend and be applicable to applications for such orders as herein-before mentioned with respect to immoveable or real estate.

XXVII. It shall be lawful for the Court, in any suit for the foreclosure of the equity of redemption in any mortgaged property, upon the request of the mortgagee or of any subsequent incumbrancer, or of the mortgager, or any person claiming under them respectively, to direct a sale of such property instead of a foreclosure of such equity of redemption on such terms as the Court may think fit to direct, and if the Court shall so think fit without previously determining the priorities of incumbrances, or giving usual or any time to redeem; provided that if such request shall be made by any subsequent incumbrancer, or by the mortgager, or by any person claiming under them respectively, the Court shall not direct any such sale without the consent of the mortgagee, or the persons claiming under him, unless the party making such request shall deposit in Court a reasonable sum of money, to be fixed by the Court, for the purpose of securing the performance of such terms as the Court may think fit to impose on the party making such request.

XXVIII. No suit in any of the said Courts shall be dismissed by reason only of the misjoinder of persons as plaintiffs therein, but wherever it shall appear to the Court that notwithstanding the conflict of interest in the co-plaintiffs, or the want of interest in some of the plaintiffs, or the existence of some ground of defence affecting some or one of the plaintiffs, the plaintiffs or some or one of them are or is entitled to relief, the Court shall have power to grant such relief, and to modify the decree, according to the special circumstances of the case, and for that purpose to direct such amendments, if any, as may be necessary, and at the hearing, before such amendments are made, to treat any one or more of the plaintiffs as if he or they was or were a defendant or defendants in the suit, and the remaining or other plaintiff or plaintiffs was or were the only plaintiff or plaintiffs on the record; and where there is a misjoinder of plaintiffs, and the plaintiff having an interest shall have died, leaving a plaintiff on the record without an interest, the Court may, at the hearing of the cause, order the cause to stand revived, as may appear just, and proceed to a decision of the cause if it shall see fit, and to give such directions as to costs or otherwise as may appear just and expedient.

XXIX. No suit in any of the said Courts shall be open to objection on the ground that a merely declaratory decree or order is sought thereby; and it shall be lawful for the Court to make binding declarations of right without granting consequential relief.

XXX. It shall be lawful for the Court to adjudicate on questions arising between parties, notwithstanding that they may be some only of the parties interested in the property respecting which the question may have arisen, or that the property in question is comprised with other property in the same settlement, will, or other instrument, without making the other parties interested in the property respecting which the question may have arisen, or interested under the same settlement, will, or other instrument, parties to the suit, and without requiring the whole trusts and purposes of the settlement, will, or other instrument, to be executed under the direction of the Court, and without taking the accounts of the trustees or other accounting parties, or ascertaining the particulars or amount of the property touching which the question or questions may have arisen; provided always, that if the Court shall be of opinion that the application is fraudulent or collusive, or for some other reason ought not to be entertained, it shall have power to refuse to make the order prayed.

XXXI. Upon any suit in any of the said Courts becoming abated by death, marriage, or otherwise, or defective by reason of some change or transmission of interest or liability, it shall not be necessary to exhibit any bill of revivor or supplemental bill in order to obtain the usual order to revive such suit or the usual or necessary decree or order to carry on the proceedings; but an order to the effect of the usual order to revive, or of the usual supplemental decree, may be obtained as of course, upon a suggestion of the abatement of such suit or of the same having become defective, and of the change or transmission of interest or liability; and an order so obtained, when served upon the party or parties who, according to the present practice of the Court, would be defendant or defendants to the bill of revivor or supplemental bill, shall from the time of such service be binding on such party or parties in the same manner in every respect as if such order had been regularly obtained according to the existing practise of the Court, and such party or parties shall thenceforth become a party or parties to the suit, and shall be bound to enter an appearance thereto in the office of the registrar or other officer of the Court, within such time and in like manner as if he or they had been duly served with process to appear to a bill of a revivor or supplemental bill filed against him or them; provided that it shall be open to the party or parties so served, within such time after service as shall be in that behalf prescribed by any rule or order to be made by the Judges of the said Courts respectively, to apply to the Court by motion or petition to

discharge such order on any ground which would have been open to him or them on a bill of revivor or supplemental bill, stating the previous proceedings in the suit and the alleged change or transmission of interest or liability, and praying the usual relief consequent thereon; provided also that if any party so served shall be under any disability, other than coverture, such order shall be of no force or effect as against such party until a guardian or guardians *ad litem* shall have been duly appointed for such party, and such time shall have elapsed thereafter as shall be prescribed by any rule or order to be made by the Judges of the said Courts respectively in that behalf.

XXXII. *It shall not be necessary to exhibit any supplemental bill in any of the said Courts for the purpose only of stating or putting in issue facts or circumstances* which may have occurred after the institution of any suit; but such facts or circumstances may be introduced by way of amendment into the original bill of complaint in the suit, if the cause is otherwise in such a state as to allow of an amendment being made in the bill, and if not, the plaintiff shall be at liberty to state such facts or circumstances on the record, in such manner, and subject to such rules and regulations with respect to the proof thereof, and the affording to the defendant leave and opportunity of answering and meeting the same, as shall in that behalf be prescribed by any rule or order to be made by the Judges of the said Courts respectively.

XXXIII. It shall be lawful for the Court, in any case where any account is required to be taken, to give such special directions, if any, as it may think fit, with respect to the mode in which the account should be taken or vouched, and such special directions may be given either by the decree or order directing such account, or by any subsequent order or orders, upon its appearing to the Court that the circumstances of the case are such as to require such special directions; *and particularly it shall* be lawful for the Court, in cases where it shall think fit so to do, to direct that in taking the account the books of account in which the accounts required to be taken have been kept, or any of them, shall be taken as *primâ facie* evidence of the truth of the matters therein contained, with liberty to the parties interested to take such objections thereto as they may be advised.

XXXIV. If after a suit shall have been instituted in any of the said Courts in relation to any real estate it shall appear to the Court that it will be necessary or expedient that the said real estate, or any part thereof, should be sold for the purposes of such suit, it shall be lawful for the said Court to direct the same to be sold at any time after the institution thereof, and such sale shall be as valid to all intents and purposes as if directed to be made by a decree or decretal order on the hearing of such cause; and any party to the suit in possession of such estate, or in receipt of the rents and profits thereof, shall be compelled to deliver up such possession or receipt to the purchaser or such other person as the Court shall direct.

XXXV. *Where any real or immoveable or any personal property shall form the subject of any proceedings* in any of the said Courts, and the Court shall be satisfied that the same will be more than sufficient to answer all the claims thereon which ought to be provided for in such suit, it shall be lawful for the said Court, at any time after the commencement of such proceedings, to allow to the parties interested therein or any one or more of them, the whole or part of the annual income of such real or immoveable property, or a part of such personal property, or a part or the whole of the income thereof, up to such time as the said Court shall direct, and for that purpose to make such orders as may appear to the said Court necessary or expedient, and from time to time to alter the same.

XXXVI. Upon application by motion or petition to any of the said Courts in any suit depending therein for an injunction or for a receiver, or to dissolve an injunction or discharge an order appointing a receiver, the answer of the defendant shall, for the purpose of evidence of such motion or petition, be regarded merely as an affidavit of the defendant, and affidavits may be received and read in opposition thereto.

XXXVII. In case any of the directions herein contained with respect to the practice and course of proceedings in any of the said courts shall, by mistake of parties, fail to be followed in any suit or proceeding in any of the said Courts, it shall be lawful for the Court, if it shall think fit, upon payment of such costs as such Court shall direct, to make such order, giving effect to and rectifying such proceedings, as may be justified by the merits of the case.

XXXVIII. In cases where, according to the present practice of the said Courts, they decline to grant equitable relief until the legal title or right of the party or parties seeking such relief shall have been established in a proceeding at law, any of the said Courts, sitting as a Court of Equity, may itself determine such title or right, without requiring the parties to proceed at law to establish the same.

XXXIX. It shall be lawful for any of the said Courts, in any case in which it shall think fit so to do, to refer to a Judge of the Court any matters now usually referred to the Master; and also for any of the said Courts to hear and investigate either in Court or in Chambers any such matters, and to decide any case without a reference either to a Judge or to a Master; and all the powers, authority, and jurisdiction given to or vested in the Masters of the said Courts respectively by any act, law, or practice, shall be deemed to have been given to or vested in any of the Judges of the said Courts respectively as well as to or in the said Masters.

XL. If exceptions to the report of a Judge or Master of any of the said Courts be not filed within fourteen days after the date of the report, it shall not be necessary to obtain any order of the Court for the confirmation of such report; but such report shall be deemed to be confirmed from and after the expiration of such fourteen days.

XLI. If any exception to the report or certificate of a Judge or Master be allowed by the Court, it shall not be necessary to refer the case back to the Judge or Master; but the Court may, if it think fit so to do, hear and investigate in Court or in Chambers any matter which it may be necessary to decide in consequence of the allowance of such exception, and to decide the case without any further reference to a Judge or to the Master.

XLII. Any of the following matters may be disposed of by a Judge of any of the said Courts respectively while sitting in Chambers, videlicet, applications for time to plead answer or demur, for leave to amend bills or claims for the production of documents, also applications relating to the conduct of suits or matters, and as to the guardianship and maintenance of infants, matters connected with the management of property, and such other matters as any Judge shall, from time to time, see fit, or as the Court shall by any general rule or order direct. Provided that any order of a Judge sitting in Chambers may be set aside or altered by the Court upon such terms as the Court shall think fit.

XLIII. The Judges of the said Courts respectively may, from time to time, make general Rules and Orders for carrying the purposes of this Act into effect, for regulating the times and form and mode of proceeding in Court and in Chambers, and in the offices of the Masters of the said Courts respectively, for abolishing common injunctions in any case where the practice exists, and generally for regulating the practice of the said Court in respect of the matters to which this Act relates; for fixing and regulating the fees and allowances to all officers of the said Court and solicitors thereof, and, so far as may be found expedient, for altering the course of proceeding hereinbefore prescribed in respect to the matters to

which this Act relates or any of them; and such Rules and Orders may, from time to time, be rescinded or altered by the like authority, and all such Rules and Orders shall be subject to be confirmed or disallowed by the Governor General of India in Council, and to be altered or rescinded by Her Majesty, her heirs or successors in Council, in the same manner as the like Rules and Orders would have been if made by the said Courts respectively under their general or statutory power of making Rules.

XLIV. This Act shall extend to suits and proceedings on the Equity side only of the said Supreme Courts; and in the construction of this Act the words "Bill of Complaint" shall mean and include "Information," and the word "Affidavit" shall mean and include "Affirmation" in cases where affirmation is allowed.

XLV. This Act shall commence and take effect from and after the 1st day of May 1854. Provided that it shall be lawful for the Judges of the said Courts respectively to make and issue any such Rules or Orders as aforesaid at any time after the passing of this Act, but the same shall not take effect before the time appointed for the commencement of this Act.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 17th February* 1854.

The following Act, passed by the Governor General of India in Council on the 17th February 1854, is hereby promulgated for general information:—

ACT No. VII. OF 1854.

*An Act for the Apprehension, within the Territories under the Government of the East India Company, of Persons charged with the Commission of Heinous Offences beyond the Limits of the said Territories, and for delivering them up to Justice, and to provide for the Execution of Warrants in Places out of the Jurisdiction of the Authorities issuing them.*

Whereas it is expedient to provide for apprehending and delivering up to justice persons, whether subjects of the British or of any Foreign Government, who shall take refuge or be found in any part of the territories under the Government of the East India Company, and shall be charged with having been guilty of heinous offences in any part of the dominions of Her Majesty, or in the territories of any Foreign Prince or State; to facilitate the execution in any part of the territories under the Government of the East India Company of warrants issued by competent Officers in any other parts thereof, and to enable the Government of any Presidency or place within such last mentioned territories to carry out treaties entered into by or on behalf of Her Majesty or the East India Company with any Foreign Prince or State; It is enacted as follows:—

I. If requisition be made by or by the authority of the person or persons for the time being administering the executive Government of any part of the dominions of Her Majesty, to the Government of any part of the British territories in India, to deliver up to justice any person accused of having been guilty of any heinous offence in any part of Her Majesty's dominions subject to the Government making the requisition, and who shall be, or shall be supposed to be, in any part of the British territories in India subject to the Government to which the requisition shall be made, or if a similar requisition be made by any Foreign Prince or State, or by any duly authorised Minister or Officer thereof, in respect of a person accused of having been guilty of any heinous offence in any part of the territories of such Foreign Prince or State, it shall be lawful for the Government to which the requisition shall be made, if it shall see fit so to do, to issue an order in writing for inquiry into the truth of the charge; and such order shall be sufficient proof of the requisition having been duly made, and a sufficient justification for all acts done in pursuance thereof.

II. The order shall be signed by one of the Secretaries to the Government, it shall be directed to all Magistrates and Justices of the Peace of the Presidency or place under the control of such Government, it shall signify that the requisition has been made, shall state the nature of the offence charged, the name, or other designation if the name be not known, of the person accused, and any other description of him that may be thought necessary, and it shall require the Magistrates and Justices to whom it shall be directed, or any of them, to inquire into the truth of the charge, and to proceed in pursuance of this Act.

III. Upon the production of the order to any such Magistrate or Justice of the Peace he shall have the same powers as if the offence charged had been committed within his jurisdiction.

IV. If the evidence adduced shall, in the judgment of the Magistrate or Justice of the Peace, be sufficient to justify the apprehension of the person accused for the offence, the Magistrate or Justice of the Peace shall issue his warrant for the apprehension of such person. The warrant shall be issued in the same manner as a warrant for an offence committed within the jurisdiction of the Magistrate or Justice of the Peace issuing it, and shall contain a memorandum stating that the warrant is issued under this Act, and if the warrant be issued under an order of Government, shall also state the fact, and specify the Government. The memorandum may be to the following effect:—

This warrant is issued under Act No. VII. of 1854, and is issued under an order of the Government of

V. The warrant of any Magistrate or Justice of the Peace having jurisdiction in any part of the territories under the Government of the East India Company for the arrest of any person charged with having committed any offence, whether such warrant be issued under the provisions of this Act or not, may be executed within the jurisdiction of any other Magistrate or Justice of the Peace having jurisdiction in any part of the said territories, whether in the same Presidency or not, upon having a written authority under the hand and seal of the Magistrate or Justice of the Peace within whose jurisdiction it may be executed previously endorsed thereon, and which endorsement may be to the following effect:—

*To the Nazir* [*or other Officer as the case may be*] *of the Zillah of*

This warrant may be executed in the zillah or district of [describing the zillah or district of the indorsing Magistrate or Justice of the Peace] by any of the Officers to whom the same is directed or by [describing by his name of office the Officer to whom a similar warrant, issued by the indorsing Magistrate or Justice of the Peace, would be directed].

VI. The Magistrate indorsing a warrant in pursuance of the provisions of Section V. of this Act shall not be liable to any action or other proceeding in consequence of any illegality in the issuing of the warrant; but any Magistrate illegally or improperly issuing the same shall be liable for an arrest in pursuance of the indorsement, in the same manner and to the same extent only as if the warrant had been executed within his own jurisdiction.

VII. Upon the apprehension of the supposed offender, if the offence be alleged to have been committed in any part of the territories under the Government of the East India Company, he shall be carried before the Magistrate within whose jurisdiction the offence shall be alleged to have been committed, and shall be by him dealt with according to law, unless by the warrant the Officer be authorised to take bail or

security, and such bail or security be given for the appearance of the person accused before the Magistrate or Justice of the Peace of the zillah or district in which the offence shall be alleged to have been committed. If the offence be charged to have been committed in any place not within the territories under the Government of the East India Company, the person arrested shall be forthwith carried before a Magistrate or Justice of the Peace of the zillah or district in which he shall be arrested. The Magistrate or Justice of the Peace before whom the supposed offender shall be carried in pursuance of the last mentioned directions may proceed in the same manner as in cases in which he has power to commit for trial, or to hold to bail for an offence committed within his own jurisdiction. If, after making as full an enquiry into all the circumstances of the case as the evidence obtainable by the Magistrate or Justice of the Peace within the territories under the Government of the East India Company will enable him to make, the evidence adduced shall be sufficient in his judgment to warrant a committal, he shall commit the accused to some place of confinement within his zillah or district which, in the judgment of the Magistrate or Justice of the Peace, shall be fit for receiving the prisoner, or if there be no such place, to the gaol of the Presidency, there to remain until he shall be delivered up or discharged by orders of Government; if after making such inquiry the circumstances shall not, in the judgment of the Magistrate or Justice of the Peace, be sufficient to warrant either the committal or the holding to bail of the prisoner, he shall be discharged.

VIII. If the offence charged be one committed out of the British territories in India, which, if committed within the jurisdiction of the Magistrate, would be bailable, the Magistrate or Justice of the Peace may proceed accordingly, and may discharge the prisoner upon his giving the necessary bail. The recognizance or bail-bond in such case shall be for the appearance of the accused before the Magistrate or Justice of the Peace for the time being of the zillah or district in which the recognizance shall be taken on a certain day to be named therein, allowing reasonable time for receiving the orders of Government, and on such subsequent days as the Magistrate or Justice of the Peace for the time being shall from time to time appoint.

IX. If any person shall in pursuance of this Act be carried before a Magistrate or Justice of the Peace other than the one who issued the warrant, or a Magistrate or Justice of the Peace for the time being of the same zillah or district, the depositions and documents upon which the warrant was issued, or copies thereof, to be certified under the hand and seal of the Magistrate or Justice of the Peace of the zillah or district in which the warrant was issued, shall, upon the requisition of the Magistrate or Justice of the Peace before whom such person shall be carried, be forwarded to such Magistrate or Justice of the Peace; and if the warrant be issued under an order of Government, and executed in a Presidency or place not under the Government issuing the order, notice of the arrest shall be forthwith communicated to such Government, who shall forward the requisition and any documents relating thereto in their possession to the Government having jurisdiction over the place of arrest, and such last mentioned Government shall have the same powers as the Government who made the order.

X. If the person accused of the offence mentioned in any such order of Government be proved to have been convicted and sentenced for the offence charged by a Court of Justice in any part of Her Majesty's dominions in which the offence is alleged to have been committed, and to have escaped before such sentence was carried into execution, the Magistrate or Justice of the Peace, upon proof of such conviction and sentence, may issue a warrant for the apprehension of the person accused, and he may be arrested and committed in manner aforesaid without further proof, unless such person shall prove that the conviction or sentence has been reversed or annulled.

XI. If it appear to the Magistrate or Justice of the Peace before whom any prisoner shall be carried under this Act for an offence alleged to have been committed in any territories not under the Government of the East India Company, that particular circumstances exist which render it advisable that the case should be investigated by the Magistrate or Justice of the Peace of a zillah or district nearer to such territories, he shall forthwith report the case and the particular circumstances to the Government, who shall either order such Magistrate or Justice of the Peace to proceed with the case himself, or to send the case to be investigated by the Magistrate or Justice of the Peace of any other district to be named by the Government. In the latter case the prisoner shall be sent, or if the offence be bailable, shall give bail to appear before such last mentioned Magistrate or Justice of the Peace, who shall have power to deal with the case as if he had issued the warrant under which the prisoner shall be arrested, and all the depositions and documents shall be forwarded to such Magistrate or Justice of the Peace. The order of Government shall be a sufficient justification for all persons acting in pursuance thereof.

XII. The Government by whom any order under Section I. of this Act shall be made may, if they think fit so to do, direct that copies of any depositions or exhibits which shall have been laid before them, and shall have been certified to their satisfaction to be true copies of depositions or exhibits made or produced before a competent judicial Officer of the territories in which the offence is alleged to have been committed, may be received in evidence of the criminality of the person accused, and such direction shall be sufficient authority for receiving the same in evidence.

XIII. The Magistrate or Justice of the Peace, after committing the accused, or holding him to bail as aforesaid, for any offence committed out of the territories under the Government of the East India Company, shall forthwith report the result of his proceedings to the Government to which he is subordinate, together with any remarks which he may deem necessary or proper to make upon the whole case. He shall also forward with such report a copy of all depositions and documents used before him.

XIV. Upon receipt of the report, and after examining the case, the Government may, by order in writing, to be signed by the Secretary to the Government, order the accused either to be discharged or to be held to bail to appear in such Court or place and at such time or times as the Government may think fit, or to be delivered up to some person authorised by the Government or Officer making the requisition to receive and take charge of him. In cases falling within the provisions of Act I. of 1849, the Government may order the person accused to be tried under that Act.

XV. If ordered to be delivered up, the person to whom the accused shall be ordered to be delivered shall not have the custody or charge of him so long as he shall remain in any part of the territories under the Government of the East India Company, but the accused shall be conveyed in custody through such last mentioned territories towards the territories in which the offence shall be alleged to have been committed, in the same manner as a prisoner sent from the station of one district to that of another, and as soon as he shall have been conveyed to the frontiers of the territories under the Government of the East India Company he shall be delivered over to some person authorised by the Government making the requisition to receive and take charge of him. If no such person shall attend to receive the prisoner, the latter shall be taken before the nearest Magistrate, who may order him to be discharged out of custody, and may provide him with such means of returning to the place where he was apprehended or so near thereto as he may desire as such Magistrate may think necessary and suitable to his station in life.

XVI. Any Magistrate or Justice of the Peace acting under the provisions of this Act shall issue all necessary warrants, orders, and directions for carrying this Act, and also any order made under it by the Government, into effect, under his signature and seal, or seal of office if he shall have a seal of office; and all Magistrates and Officers acting in pursuance of this Act shall have and exercise the same powers as if the offence charged had been committed within the zillah or district subject to their jurisdiction; and in cases where the accused may have been held to bail the Magistrate may order the bail-bond to be renewed in such form as may be necessary to carry any order of Government into effect, and if such bail-bond shall not be renewed accordingly, may commit the person accused to prison for such period as may be necessary to carry such order into effect.

XVII. In case any person arrested under this Act shall escape out of custody, he may be retaken in any part of the territories under the Government of the East India Company, in the same manner as if he had escaped from custody under process for an offence committed in that part of such territories in which he shall be found.

XVIII. If a warrant be issued in any part of Her Majesty's dominions not under the Government of the East India Company for the arrest of any person for any heinous offence alleged to have been committed therein, or for the arrest of any person for any heinous offence of which he may have been convicted by a Court of competent jurisdiction in any such part of Her Majesty's dominions, any Magistrate or Justice of the Peace within the territories under the Government of the East India Company may, upon the production of such warrant and proof of the signature of the Officer signing it, and of his authority to issue the same, and without any further proof, and without any order of Government, issue his warrant for the apprehension of the person accused, and after his apprehension may proceed to commit or hold him to bail in manner aforesaid, and to take such other proceedings as aforesaid as the case may require, but the person accused shall not be delivered over as aforesaid without an order of Government. The Government in such case shall have the same powers as if the proceedings had been taken in pursuance of an order of Government issued under this Act.

XIX. In cases in which the immediate apprehension within the British territories in India of any person accused of having committed any heinous offence mentioned in Section XXI. of this Act out of such territories shall, in the judgment of a Magistrate or Justice of the Peace having jurisdiction in any part of such territories in which the person accused shall be found, be necessary for the ends of justice, the person accused may, without an order of Government, be apprehended or proceeded against in the same manner as for an offence charged to have been committed in the place where the person accused shall be found, and after his apprehension he may be committed or held to bail in manner aforesaid, and such other proceedings as aforesaid may be taken as the case may require, but the person accused shall not be delivered up without an order of Government. The Government in such case shall have the same powers as if the proceedings had been taken in pursuance of an order of Government issued under this Act.

XX. If any person imprisoned under this Act shall not either be delivered up or discharged or brought to trial within two calendar months after his committal, it shall be lawful for the principal Court of original jurisdiction in criminal cases in the district in which he shall be imprisoned, upon application by or on behalf of the prisoner, to order him to be discharged out of custody, either upon giving such bail as the Court may order, or without bail, unless sufficient cause shall be shown to the Court why such discharge ought not to be ordered. Provided that no such order shall be made until after notice of the application, or of the intention to make the same, shall have been given to Government, or to the Secretary or one of the Secretaries thereof.

XXI. The words "heinous offence" in this Act shall be deemed to include treason against Her Majesty committed in any part of Her Majesty's dominions, murder, attempting to murder, rape, great personal violence, maiming, dacoity, thuggee, robbery, burglary, knowingly receiving property obtained by dacoity, robbery or burglary, cattle-stealing, breaking and entering a dwelling-house and stealing therein, arson, setting fire to a village, house, or town, forgery or uttering forged documents, counterfeiting current coin, knowingly uttering base or counterfeit coin, perjury, subornation of perjury, embezzlement whether by public officers or other persons, and being an accessory to any of the above-mentioned offences.

XXII. The said words "heinous offence" in this Act shall also be deemed to include any offence for which, by any treaty in force between Her Majesty or the East India Company and any Foreign Prince or State, Her Majesty or the East India Company shall, at the time of making any requisition as aforesaid, be bound to deliver up offenders to the Foreign Prince or State making the same, and any other offence which, in the judgment of the Government to whom the requisition shall be made, shall be serious or aggravated, and for which the person accused cannot be tried within the territories under the Government of the East India Company under the provisions of Act No. I. 1849.

XXIII. If by any such treaty Her Majesty or the East India Company shall be bound to deliver up to any Foreign Prince or State any person liable to be proceeded against by the laws of such Foreign Prince or State, in any case not expressly provided for by this Act, or in any manner other than that provided by this Act, it shall be lawful for the Government of any part of the territories under the Government of the East India Company in which such person may be found, upon requisition made by or on the part of such Foreign Prince or State, to adopt such proceedings for carrying such treaty into effect, and for the surrender of such person, and for making any preliminary inquiry into the charge contained in the requisition, as it shall think fit, and any such order of the Government in writing under the hand of one of the Secretaries of such Government shall be a sufficient authority and justification for all acts to be done in execution thereof.

XXIV. Sections V. VI. and VII. Regulation XI. of 1827, of the Bombay Code, are repealed.

XXV. Unless where a contrary intention appears from the context, the word "Government," as used in this Act, shall be deemed to mean and include the Governor General of India in Council, or the person or persons administering the executive Government in any Presidency or place within the British territories in India. The words "British territories in India" shall include any part of the territories under the Government of the East India Company. The word "Magistrate," as used in this Act, is intended to include a Joint Magistrate, or any person lawfully exercising the powers of a Magistrate, and also a Justice of the Peace. *Words in the singular number are intended to include the plural, and words in the masculine gender to include the feminine.*

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 17th February* 1854.

The following Act, passed by the Governor General of India in Council on the 17th February 1854, is hereby promulgated for general information:—

ACT No. VIII. OF 1854.

*An Act to explain and amend Act X. of* 1851 *and Act XX. of* 1841.

Whereas doubts exist as to the limits within which certificates of administration to personal estates granted in pursuance of Section IV. Act. X. of 1851 by the British representative accredited to a foreign State, or by the British Officer holding the highest executive authority in a district to which Act XX. of 1841 does not extend, are operative, and it is expedient to remove such doubts, and also to amend the provisions of the said Acts; It is enacted as follows:—

I. Every such certificate of administration as aforesaid which shall hereafter be granted shall, as regards the public securities of the East India Company, give authority to the person to whom the same shall be granted throughout the territories in the possession and under the government of the East India Company, and have the same effect throughout the said territories as a certificate granted under the provisions of Act XX. of 1841, as amended by Act X. of 1851, has within the Presidency within which the same is granted.

II. No certificate granted under the provisions of Act XX. of 1841, as amended by Act X. of 1851, or under the provisions of Act X. of 1851, shall empower the person certified to negotiate any Government note or share of a Bank, or any share of such security, or to receive any interest or dividend due thereon, or any share of such interest or dividend, unless the Government note or Bank share shall be specified in such certificate.

III. Any Judge, British representative, or other British Officer authorised to grant a certificate may, from time to time, extend the same to any Government note or Bank share not originally specified therein, and every such extension shall have the same effect as if the Government note or Bank share to which the certificate shall be extended had been originally specified therein.

IV. Upon the extension of a certificate, security may be required in the same manner as upon the original grant of a certificate.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 17th February* 1854.

The following Act, passed by the Governor General of India in Council on the 17th February 1854, is hereby promulgated for general information:—

ACT No. IX. of 1854.

*An Act relating to Appeals in the Civil Courts of the East India Company.*

Whereas every case in appeal ought to be determined upon the merits, without regard to technical errors or defects; It is enacted as follows:—

No order or decision of any of the Civil Courts of the East India Company shall be reversed, altered, or remanded on account of any error, defect, or irregularity not productive of injury to either party.

GEO. PLOWDEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 24th February* 1854.

The following Act, passed by the Governor General of India in Council on the 24th February 1854, is hereby promulgated for general information:—

ACT No. X. OF 1854.

*An Act for regulating the Powers of Assistants to Magistrates and of Deputy Magistrates appointed under Act XV. of* 1843.

Whereas Assistants to Magistrates and also Deputy Magistrates appointed under Act XV. of 1843 to exercise the powers of a Covenanted Assistant, under Regulations XIII. of 1797, IX. of 1807, or III. of 1821, are not competent to decide any cases but such as are referred to them by the Magistrate, and whereas this restriction is attended with practical inconvenience to complainants in petty criminal cases; It is enacted as follows:—

I. It shall be competent to the local Government of each of the divisions of the Bengal Presidency to empower Assistants to Magistrates and also Deputy Magistrates appointed as aforesaid to receive and try, without reference by the Magistrate, all or any of such charges as they are now competent to try upon reference by the Magistrate, subject to appeal from their decisions, according to the provisions of Section II. Act XXXI. of 1841.

II. Deputy Magistrates vested with special powers shall, in each of the said divisions of the Bengal Presidency, have the same powers to decide cases under Act IV. of 1840, as by Act XXVII. of 1845 are vested in Assistant Magistrates with special powers.

III. Magistrates or Joint Magistrates may, at any time, call from any of their Assistants, or from any Deputy Magistrate subordinate to them, any case pending before any such Assistant or any such Deputy Magistrate under the provisions of this Act, which for any reason the Magistrate or Joint Magistrate may deem it proper to determine himself in the first instance.

C. ALLEN,
Offg. Secy. to the Govt. of India.

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FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
*The 3rd March* 1854.

The following Act, passed by the Governor General of India in Council on the 3rd March 1854, is hereby promulgated for general information:—

ACT No. XI. OF 1854.

*An Act to amend Act No. XXI. of* 1835 *and Act No. XXII. of* 1844, *and to authorise the Issue of Half Pice.*

Whereas it has been deemed expedient, with reference to the convenience of the public, that Copper Coins, to be called Half Pice, should be issued; It is enacted as follows:—

I. So much of Section I. Act No. XXI. of 1835 as enacts that the Copper Coins therein mentioned only shall be issued from any Mint in the Presidency of Bengal, and so much of Section I. Act No. XXII. of 1844 as enacts that the Copper Coins therein mentioned only shall be issued from any Mint within the territories of the East India Company, are repealed.

II. After the passing of this Act, Copper Coins, to be called Half Pice, may be issued from any of the Mints in the territories under the Government of the East India Company.

III. A Half Pice shall weigh fifty grains troy, and shall be a legal tender in any part of the said territories for $\frac{1}{128}$ part of the Company's Rupee, but shall not be a legal tender except for fractions of a Rupee.

C. ALLEN,
Offg. Secy. to the Govt. of India.

## Notice

Is hereby given, that sundry CONFISCATED and UNCLAIMED ARTICLES, such as Dates, Coffee, Planks, Coir Rope, &c. will be sold by PUBLIC AUCTION, at the Custom House, on Friday the 24th instant, at 12 o'clock.

A deposit of 25 per cent. will be required, and other conditions made known at the time of sale.

H. YOUNG,
Commissioner of Customs, Salt, and Opium.

*Bombay, Office of the Commissioner of Customs, Salt, and Opium, the 14th March* 1854.

જાહેરનામુ

એવુજે જપત કરેલા પરચુરંણ તથા દાવો કરા વગરના રેહેલા શાનાંનનો વીગત ખા રેખ તથા ખુન તથા પાટીઆં તથા કાથાનાં દોરડાં વીગરે શાનાંન આલતા નહીનાની તારીખ ૨૪ ની શુકરવારને દીને બાર વા ગતાં નાંડવીનાં જાહેર લીલાંન કરીને વેચ વાનાં આવશે.

દર શેકડે ટકા ૨૫ પર નાંણે અવેજ અંના નત રાખવા જોઇએ. બીજા કરારો વેચાં ણનો વખતે નાલંત કરવાનાં આવશે.

નીશાણી
એચ. અંગ,
જકાત તથા નીઠુ તથા
અફીણનો કમીશંનર.

તારીખ ૧૪ નીમાહે મારચશંને ૧૮૫૪
ઇશવી મુકાંમ મુબઇ જકાત તા. નીઠુ
તા. અફીણના કમીશંનરની કચેરી.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

## जाहिरनामा

ऐसाजे जप्त केलेलें किरकोळ व दावा केल्यावांचून राहिलेलें सामान बितपशील खारीक व काफी व तक्के व काथ्याचा दोर वगैरे चालते महिन्याची तारीख २४ शुक्रवारचे रोजी बारा वाजतां मांडवीमध्यें जाहीर लेलांव करून विकलें जाईल.

दर शेकडा टके २५ प्रमाणें ऐवज अमानत ठेविला पाहिजे व दुसरे करार विकरीचे वेळीं मालूम केले जातील.

निशाणी
एच. यंग,
जकात व मीठ व अफीण याचे कमिशनर.

तारिख १४ मार्च सन १८५४ इसवी मुा-मुंबई
जकात व मीठ व अफीण यांचे कमिशनरची कचेरी.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

## Notice

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

No. 1, for the supply of Bread, Flour, &c.
No. 2, for the supply of Fresh Meat, &c.

2. Verbal offers for the contracts will be received at this Office on Friday the 31st instant, at 12 o'clock precisely, when bidders will be required to bid a per-centage above or below the prices exhibited in the above lists at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, 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 numbers or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

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

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

| | Deposit before bidding. | Bonded Security on acceptance of any offer. |
|---|---|---|
| For List No. 1, | Co.'s Rs. 1771 | Co.'s Rs. 7087 |
| „ No. 2, | 1646 | 6586 |

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from rupees (30) thirty to (200) two hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes 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 4 of this Notice will be forfeited to Government.

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

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

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

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

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

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

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

No. 1 ..... Rs. 35,427
No. 2 ..... 32,933

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

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

*Bombay, Deputy Commy, Genl.'s Office,*
*14th March* 1854.

## GENERAL DEPARTMENT.

The following Statement, received from the Commissioner in Scinde, is published for general information:—

*Average Rate of Travelling of the Mails in Scinde, on the undermentioned Main Lines, from October to December* 1852, *contrasted with the same period for* 1853.

| Stations. | Distance in Miles. | Average Time occupied. | 1852, Oct. Average Rate. | Average Time occupied. | 1852, Nov. Average Rate. | Average Time occupied. | 1852, Dec. Average Rate. | Mode of Transit. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|
| | | H. M. | M. F. P. | H. M. | M. F. P. | H. M. | M. F. P. | | |
| Kurrachee and Hydrabad ..... | 110 | 17 17½ | 6 2 1 | 15 49 | 7 1 31¼ | 15 10 | 7 4 5 | Horses. | |
| Hydrabad to Sukkur ..... | 196 | 28 40½ | 6 6 27 | 29 6 | 6 5 34 | 28 34 | 6 6 24¾ | | |
| Sukkur to Bhawulpoor ..... | 229 | 36 41½ | 6 1 36 | 35 56 | 6 2 39½ | 34 52 | 6 4 21 | | |
| Blooj to Tatta ..... | 170 | 36 32 | 4 5 1 | 30 0 | 5 5 6½ | 27 35 | 6 1 12 | | |
| Sukkur to Shikarpoor ..... | 20 | 4 44 | 4 1 29¾ | 4 30 | 4 3 22 | 5 30 | 3 5 0 | Govt. Foot Runners. | |
| Shikarpoor to Jacobabad ..... | 24 | 5 38½ | 4 2 0 | 5 40 | 4 1 35 | 5 31 | 4 2 32 | Beelooch Ponies. | |

(Signed) E. L. COFFEY, Post Master in Scinde.

*Statement of Average Rate of Travelling of the Mails in the Province of Scinde, from October to December* 1853, *as also Time occupied for the same period.*

| Stations. | Distance in Miles. | Average Time occupied. | 1853. Oct. Average Rate. | Average Time occupied. | 1853. Nov. Average Rate. | Average Time occupied. | 1853. Dec. Average Rate. | Mode of Transit. | Remarks. |
|---|---|---|---|---|---|---|---|---|---|
| | | H. M. | M. F. P. | H. M. | M. F. P. | H. M. | M. F. P. | | |
| Kurrachee and Hydrabad | 124 | 15 13⅓ | 8 1 6 | 14 36 | 8 3 37½ | 14 36⅔ | 8 3 35½ | By Horse Dawk, Contract. | |
| Hydrabad and Sukkur | 196 | 25 4 | 7 6 22 | 23 29 | 8 3 28 | 24 39 | 7 7 25⅔ | | |
| Sukkur and Bhawulpoor | 229 | 24 44⅓ | 9 2 1⅔ | 23 58 | 9 4 17½ | 24 33⅔ | 9 2 21 | | |
| Sukkur and Jacobabad | 48 | 6 48¾ | 7 0 14½ | 6 31 | 7 2 37 | 7 5½ | 6 6 6 | | |
| Tatta and Bhooj | 172 | 21 2 | 8 1 16⅔ | 20 16 | 8 3 35⅔ | 19 45 | 8 5 26⅔ | | |
| District Dawks. | | | | | | | | | |
| Larkhana to Shikarpoor | 48 | 8 0 | 6 0 0 | 8 20 | 5 6 3 | 8 9⅓ | 5 7 2 | By Foot Runners, Govt. | |
| Meerpoor and Hydrabad | 40 | 8 50 | 4 4 8 | 8 50 | 4 4 8 | 5 59½ | 4 0 1 | | |
| Mahomed Khan's Tanda & Hydrabad | 20 | 5 38 | 3 4 13 | 4 44 | 4 1 32 | 4 42½ | 4 1 38 | | |
| Sehwan to Mehur | 70 | 22 8 | 3 1 12 | 16 24 | 4 2 6 | 16 41 | 4 1 22 | | |
| Sehwan to Kotree | 100 | 23 8 | 4 2 11⅔ | 22 28 | 4 3 24 | 22 52 | 4 0 26 | | |
| Mehur to Larkhana | 42 | 9 54 | 4 1 37 | 10 16 | 4 0 39 | 10 54⅓ | 3 6 32⅔ | | |
| Buddeemah to Wallasa | 18 | 5 50¾ | 3 0 25 | 5 18 | 3 3 5 | 5 32⅓ | 3 2 0 | | |

*Post Master's Office, en route to Sukkur, 25th January* 1854.

(Signed) E. L. Coffey, Post Master in Scinde.

By order of the Right Honorable the Governor in Council,

C. J. ERSKINE,

*Bombay Castle, 18th March* 1854.

Secretary to Government.

# JUDICIAL DEPARTMENT.

Under the provision of Sect. III. Act XI. of 1846, the Right Honorable the Governor in Council is pleased to prescribe the following Rules for the Civil and Criminal Administration of those parts of the Purgunnahs of Nundoorbar, Sooltanpoor, and Kookurmoonda, in the Province of Candeish, specified in the Schedule annexed to the Act, and which are exempted from the operation of the general Rules by the said Act:—

## *CIVIL BRANCH.*

### Chapter I.

### *Of the Constitution of the Agent's Civil Court.*

I. *First.*—The Collector and Magistrate of Candeish shall be Agent for the Government in the aforesaid Districts, and shall, as contemplated in Sect. II. of the Act, have the superintendence of the Police, and the collection and superintendence of the Revenue of every description, within the said portions of territory above named.

*Second.*—The Agent shall preside over the Civil Court.

*Third.*—The Agent shall ordinarily hold his Court at such places, within the Province of Candeish, as circumstances or convenience may render necessary.

*Fourth.*—The Agent shall use a circular Seal, one inch and three quarters ($1\frac{3}{4}$) in diameter, having the words "Court of the exempted portions of the Purgunnahs of Nundoorbar, Sooltanpoor, and Kookurmoonda" inscribed upon it, in English and Mahratta characters.

II. The jurisdiction of the Agent's Civil Court shall extend to the cognizance of all Suits and Complaints of a Civil nature which may arise between natives of the place and others; provided, 1*st*, that the Suit be not against the person, and in a matter belonging to the jurisdiction of a Military Court of Requests. 2*nd*, Provided that in the case of immoveable property, it is situated within the limits of the aforesaid exempted Purgunnahs, and that the cause of action shall have arisen, or in other cases the Defendant (when the Suit was commenced) shall have been residing as a fixed inhabitant, within those limits. 3*rd*, And provided that no Decree has been obtained, and that no Suit is pending on the matter in dispute in any other Court of competent jurisdiction.

III. *First.*—The Agent shall not entertain any Suit with respect to any claim or matter upon which final decision may have been previously pronounced by any authority competent at the time to pronounce such decision.

*Second.*—But it shall be competent to the Court to receive applications made in due form for executing the whole or any part of such original Decrees passed in writing as shall be produced by the applicant, and shall be certified upon reference to have emanated from competent authority. Upon being satisfied on this point, the Court may direct execution to be carried out in the usual manner; provided that the decision referred to shall have been passed within a period of twelve (12) years antecedent to the promulgation of these Rules, and that means are left of executing the Decree, and that the holder of the Decree have applied to the proper Authorities within one (1) year to procure its enforcement. If he have not done so, the rule of procedure in similar cases authorised by the Orders of the Sudder Dewanee Adawlut to all Zillah Judges to be adopted.

IV. The Agent shall exercise a control over all the Servants employed in the Court with regard to their suspension or dismissal, observance being paid to the General Orders of Government in the case of the dismissal of a Servant receiving Rupees (30) thirty per mensem and upwards.

V. The Agent shall obey all Precepts or Orders issued to him by the Sudder Dewanee Adawlut, and shall, at the requisition of that Court, forward such Returns of Suits filed or decided, or of any other Judicial matters, as may be required by that Authority.

VI. Whenever the Agent requires for the decision of a case before him an exposition of the Hindoo or Mahomedan Law, he shall obtain the same by application to the Judge at Dhoolia.

VII. *First.*—With the view of affording assistance to the Agent in disposing of Suits filed in his Court, one or more Assistants to the Agent may be appointed, as contemplated in Sect. II. of Act XI. of 1846.

*Second.*—The duties usually performed by the Nazir and other Officers of an Adawlut establishment shall be performed by the ordinary establishment of the Collector of Candeish, who, as Agent, may specially depute any Officers on his establishment to perform the duties which are usually performed by the various Officers on the Native establishment of an Adawlut.

*Third.*—The Collector should submit to Government a list of parties so appointed.

VIII. Bribery, extortion, and generally all acts of abuse or neglect of duty on the part of persons officiating as Servants of the Agent's Court, shall be punished under the Criminal powers conferred upon the Agent.

IX. Persons of good character may be allowed to practice as Vakeels or Pleaders in the Agent's Civil Court, but the Agent may exercise his discretion in prohibiting persons of loose character from pleading in Court.

X. The Vakeels of the Agent's Court shall be subject to the Rules provided by the Regulations and Acts of the Government of India in respect to such persons.

## Chapter II.

### *Of Civil Process in the Agent's Civil Court.*

XI. In the absence of the use of Stamped Paper, the Honorable the Governor in Council is pleased to declare that Fees, upon the scale laid down in Appendix A to these Rules, shall be levied upon all original Suits filed in the Agent's Court for claims above Rs. 100, the same Fees recurring upon all Appeals made in conformity with the hereinafter-mentioned provisions. In the case of Suits for claims under Rs. 100, no Fees shall be leviable.

XII. *First.*—No Suit will be admitted upon the File unless accompanied with a Receipt for the Fees duly paid into the hands of the Nazir or other appointed Treasurer of the Court.

*Second.*—But it shall be competent to the Agent to remit upon all Process the levy of Fees from any Suitor who, upon proper inquiry (the declaration as to pauperism being proved), shall appear to possess no means whatever of defraying the same.

XIII. *First.*—In all cases in which a party suing as a pauper may gain his Suit, the amount of Fees leviable, and all extra expenses defrayed by the Court on his or her account, shall be computed and levied from the Defendant.

*Second.*—Such expenses of a Suit as may be incurred in respect of a pauper party over and above the remission of the cost of Stamps may be defrayed by the Agent; provided that in no one Suit the amount exceed Rupees twenty-five (25); when the extra expenses shall exceed this amount, the previous sanction of the Sudder Dewanee Adawlut shall be held necessary to a disbursement.

XIV. The proceedings of the Assistants in respect to the admission or rejection of applications to be allowed to sue in *formâ pauperis* shall be subject to the orders of the Agent, whose orders shall be final.

XV. *First.*—Suits filed in the Agent's Court to be numbered, dated, and recorded, and priority to be allowed according to date.

*Second.*—But Suits in which the Defendant is imprisoned are entitled to priority over all others, without reference to their order upon the File.

*Third.*—And also Suits instituted to establish a right to attach property shall be heard in priority.

XVI. *First.*—In his procedure, and in the dispensation of Civil justice from first to last, the Agent shall be guided generally, and except as provided by these Rules, by the Rules laid down in the several Regulations and Acts defining the Law and Procedure which is at the time followed in the Honorable Company's Civil Courts.

*Second.*—But it is clearly to be understood, that a strict adherence to the forms and provisions of the Law here alluded to is not binding on the Agent, but that he will exercise his discretion in all cases, subject to the control and supervision of the Sudder Dewanee Adawlut.

*Third.*—The Agent and his Assistants are to keep a written Record, in the language of the country, of their proceedings, and of the reasons of their Decisions, and a succinct Record of the latter in English, as provided by Act XII. Sect. I. of 1843.

XVII. *First.*—With respect to the Decree and its enforcement, the Right Honorable the Governor in Council is pleased to direct that in the territory subject to the Agent, attachments and sales of land, or of any interest in land, or of any specific or moveable property, or the performance of any particular act, or the arrest and imprisonment of the Defendant in satisfaction of the Decree or other Process of the Agent's Court, or of any Authority

subordinate thereto, shall be made, ordered, and carried into effect by the Agent's Court, and under its direction.

*Second.*—Provided, that it shall not be competent to the Agent or his Assistants, in pursuance of any Decree on account of a Civil Action, to order the imprisonment of any of the seven Mowass Chieftains whose territories are comprised in the Districts exempted by Act XI. of 1846 from the operation of the general Regulations.

*Third.*—Provided, that in no case shall land or its product be sold in execution of a Decree of the Agent's Court previous to due arrangement for the full satisfaction of the present and prospective demands of Government.

XVIII. *First.*—Provided also, that if the emoluments of service "Wuttun," or of District or Village hereditary offices, or of lands or emoluments for which State service is rendered, or which are held on condition of defraying the charges of an efficient Police establishment, be made the subject of an Award by a Decree or any other Process of the Agent's Court, which would have the effect of alienating the emoluments applicable to the remuneration of such service "Wuttun" or hereditary office, or to Police charges, the Agent shall award or cause to be awarded only such surplus amount thereof, and only during the incumbency of the party to the Award, as shall leave the emoluments so liable sufficient for the proper discharge of the duties of the Wuttun.

*Second.*—And provided, that no Decree passed in the Agent's Court shall in any manner compel the servitude of any persons in satisfaction of a pecuniary obligation, any written bond or agreement relative thereto notwithstanding.

XIX. *First.*—It shall be competent to the Agent, or to any of his Assistants acting under his immediate control, to refer the parties in any original Suit brought before them respectively to an Arbitrator, or to a Punchayet of their own voluntary nomination; and if the parties agree to the same in writing, it is to be clearly understood that the decision of the Arbitrator or of the Punchayet is to be final, and the case is to be struck off the File as disposed of accordingly.

*Second.*—And the Agent and the Assistant may, with the view to avoid unnecessary delay, after the parties have given their written assent to an Arbitration or Punchayet, inclusive of the condition aforesaid, appoint respectively a reasonable period within which the Award shall be delivered in Court; and if the Award shall not be delivered within the specified time, the Arbitration shall be considered cancelled, and the parties to be in the same relation to each other as if no such reference to Arbitration had existed.

XX. *First.*—The process of summoning Witnesses shall, at the requisition of the Arbitrator or of the Punchayet, be carried into effect by the orders of the Court; and upon the final Award being filed, the expenses of summoning the Witnesses shall be recovered from the losing party. No other Fees will be levied by the Court upon any Papers or Exhibits in a Suit referred to Arbitration; but the Petition for the enforcement of the Decree must be accompanied by payment of the established Fee.

XXI. Nothing in these Rules shall be held to prevent the Agent or the Assistant Agents from availing themselves of the assistance of respectable Natives in the decision of any Suit coming before them. In such cases the Native Assessors will record their Judgments severally in writing if they differ, otherwise will sign the common Award. But the Agent or Assistant Agent, as the case may be, is in no way bound to decide according to such Award.

XXII. The Agent may, for obvious reasons, as an error or omission being apparent on the face of the Proceedings, or the discovery of new matter or evidence not previously within the knowledge or compass of the party, revise his Decree, or cause one passed by any of the Assistants to be revised; and such revision may also be made at the instance of either Plaintiff or Defendant, at his discretion.

XXIII. A Decree issued in the Agent's Court may be enforced in any Zillah or Political jurisdiction subject to the Bombay Presidency, under the general Rules thereof, and *vice versâ*. In respect to executing legal Process issued in his Court against persons residing within the limits of Her Majesty's Supreme Court in Bombay, the Agent will be guided by the provisions of Act XXIII. of 1840 and Act XXXIII. of 1852, and any other Enactments which may be or become applicable to such cases.

XXIV. *First.*—Every Suit originally tried by the Assistants shall be open to an Appeal to the Agent, provided such Appeal be made within (30) thirty days from the date of passing the Decree; and the Decree of the Agent shall in every such case be final.

*Second.*—Every Suit originally tried by the Agent shall be open to an Appeal to the Sudder Dewanee Adawlut, if the Appeal be made within the space of (90) ninety days from

the date of passing the Decree, and the Decree of the Sudder Dewanee Adawlut shall be final.

*Third.*—It shall, nevertheless, be competent to the Agent, after the expiration of the prescribed period, if the Appeal is to himself, to grant the same upon sufficient cause being shown, and if it is to the Sudder Adawlut, to admit it temporarily, subject to the decision of that Court; and to enable the Sudder Dewanee Adawlut to decide upon the admission or rejection of the reasons set forth, the Agent shall for that purpose cause inquiry to be made, and endorse the same, together with his opinion upon the petition, and forward the same to the superior Court.

*Fourth.*—The Appeal to the Sudder Dewanee Adawlut may be made either to the Agent or to that Court direct. In the one case the Agent shall cause the established Fees to be levied (excepting in the case of parties who, having been allowed to sue in *formâ pauperis* in the original Suit, may be permitted also to appeal in the same matter) from the party appealing, and shall forward the Petition, accompanied by a Receipt, to the Appellate Court. If the Petition is made direct to the Superior Court, the Fees shall be levied upon its transmission to the Agent's Court; and so with regard to execution of all other Process directed by the *Appellate* Court.

XXV. The provisions of Regulation XXVI. of 1827 are declared to be applicable to all Kazees within the same District.

## *CRIMINAL BRANCH.*

### Chapter III.

### *Magisterial.*

XXVI. *First.*—The Agent shall exercise the functions of a Magistrate throughout the territory subject to his control, and he shall co-operate with the different Zillah Magistrates, or with any constituted Political Authority under the Bombay Presidency, with regard to the procuring evidence, furnishing information, securing offenders, and executing Process in general; the Agent referring disputed points of Jurisdiction or of Process for determination to the Judges of the Sudder Foujdaree Adawlut.

*Second.*—And in the case of Witnesses residing or Process requiring to be served within the local limits of Her Majesty's Supreme Court of Bombay, the Agent will be guided by the provisions of Act XXIII. of 1840, or other subsequent and applicable Acts.

XXVII. *First.*—Heads of Villages shall be named by the Agent throughout the exempted Districts, and shall be furnished with a Commission by him for the superintendence and Police control of their respective Villages, and the powers and functions of such Heads of Villages shall be those specified in Chapter V. of Regulation XII. of 1827.

*Second.*—The Agent shall exercise control over all the Officers employed in the Police, whom he may suspend or fine for neglect of duty; and bribery, extortion, or abuse of power shall be treated as criminal offences. With regard to the dismissal of an Officer on the receipt of Rupees (30) thirty per mensem and upwards, observance must be paid to the General Orders of Government.

XXVIII. *First.*—In exercising the functions of Magistrate, the Agent will, in so far as they are practicable, take for his guidance the general Rules laid down in Chapters II. III. and IV. of Regulation XII. of 1827, as they may be modified by subsequent Enactments, and explained by Interpretations passed from time to time by the Judges of the Sudder Foujdaree Adawlut.

*Second.*—And whenever mention is made of the powers and jurisdiction of the Magistrate in those Chapters, the said powers are to be held, as regards the Agent, to be commensurate with the absolute Criminal Jurisdiction conferred upon him by the Governor in Council, and any Sentence passed by the Agent in excess of that shall be referred to the Sudder Foujdaree Adawlut.

### *Judicial.*

XXIX. The Agent for the Governor shall preside over the Criminal Court of the excepted Districts, and shall ordinarily hold a Court for the trial of offences at such places as convenience may indicate or circumstances may render necessary within the Zillah of Candeish.

XXX. The Agent's Seal to be that prescribed by Clause Fourth, Rule I. for the Civil Court.

XXXI. *First.*—The Ministerial Officers of the Agent's Civil Court shall officiate in the Criminal Court, each in his own Station, and shall if necessary qualify by Oath or Affirmation and Security.

*Second.*—The Officers of the Agent's Criminal Courts shall be punishable for misconduct under the Rules prescribed in the general Regulations.

XXXII. The Agent shall have cognizance, in his Judicial capacity, over all crimes and offences perpetrated within the limits of his control, and in respect to which no final Judgment had been previously passed by any Court then competent to pass it; but in serious cases the Agent shall sit with three Assessors, chosen from amongst different castes and classes of the respectable inhabitants, who shall attend during the whole of each trial, and shall at the end of the same give in their written opinions, which shall then be incorporated with the Records of the Proceedings. In all trials, however, the decision of the Court shall rest exclusively with the Agent.

*Second.*—With the view of selecting Assessors to sit with him in the trial of serious cases, the Agent shall be authorised to call upon any of the respectable inhabitants of the Districts of Nundoorbar, Sooltanpoor, and Kookurmoonda as may from known respectability of character be qualified to act as Assessors.

XXXIII. It being necessary that the persons selected to act as Assessors shall promptly attend the Agent's summons, it shall be competent to the Agent, in the event of needless delay or refusal of the party summoned to attend, to treat that offence as a contempt of Court.

XXXIV. A Prisoner placed upon trial for a capital offence in the Agent's Criminal Court may, upon good cause shown, be permitted to challenge the names of the Assessors; and if the Challenge be admitted by the Court, other Assessors shall be directed to attend.

XXXV. The absolute jurisdiction of the Agent in Criminal cases shall extend to fine and imprisonment for (5) five years, with or without hard labour; and Sentences involving a punishment beyond that period, or of greater severity, must be submitted for the confirmation of the Sudder Foujdaree Adawlut.

XXXVI. Sentence shall not be passed by the Agent's Court awarding Sentences of transportation, except in cases wherein transportation for life may be a punishment not too great for the offence committed.

XXXVII. The Agent will obey all Injunctions and Orders of the Sudder Foujdaree Adawlut, and will return Process duly executed as required by that Court, and will forward from time to time such periodical or other Returns as may be called for by the Judges of the Sudder Foujdaree Adawlut.

XXXVIII. The Agent shall record his Proceedings in all Criminal Trials in English, and shall also keep a Minute Book of all his Criminal Proceedings in the language of the District, which he shall authenticate daily by his signature.

XXXIX. The Rules given in Sects. XXXIV. XXXV. and XXXVI. of Chapter VI. of Regulation XIII. of 1827, for the examination of Witnesses, the penalties for non-appearance of Witnesses, and the subsistence of Witnesses, shall be held applicable to the Agent's Court, as the same may be modified by subsequent Enactments or the practice of the Honorable Company's Courts of Sessions; provided, that all evidence received in any trial before the Agent shall be taken afresh, any previous depositions given before subordinate Police Authorities notwithstanding.

XL. The Agent may grant a pardon to an accomplice, in the manner laid down in Clause 5 of Sect. XXXIV. of Regulation XIII. of 1827.; and the accomplice so admitted to give evidence shall be liable to the same Rules in giving testimony to which other Witnesses are liable.

XLI. The competency of Witnesses shall be determined by the Rules laid down in Sect. XXXIII. of Regulation IV. of 1827, and the Agent, under the provisions of Clause 3, Sect. XVI. Regulation XIV. of 1827, shall report to the Judges of the Sudder Foujdaree Adawlut the case of a Witness committing perjury before him, and the Sudder Foujdaree Adawlut shall direct to what tribunal the case shall be referred for trial.

XLII. *First.*—The provisions relative to the Defence of Prisoners, and their Sentence in the Agent's Criminal Court, shall be those prescribed in Sects. XXXVII. and XXXVIII. of Chap. VI. of Regulation XIII. of 1827, as modified by subsequent Enactments, and explained by Interpretations of the Sudder Foujdaree Adawlut. If the Sentence include a punishment coming within the jurisdiction appointed for the Agent, the Warrant shall be addressed under his seal and signature to the Session Judge in Candeish, and shall specify the period for which the Prisoner is to be confined, and whether the imprisonment is to be simple or to be accompanied with hard labour.

*Second.*—At the expiration of the time included in the Warrant, or immediately, if the Prisoner should die or escape, the Session Judge of Candeish shall certify by Endorsement,

and return the Warrant to be deposited in the records of the Agency, and in all cases of Warrants issued by the Sudder Foujdaree Adawlut the Agent shall certify the execution to that Court.

*Third.*—And in the event of a sentenced Prisoner effecting his escape while within his custody, the Agent shall report the circumstances to the Sudder Foujdaree Adawlut.

XLIII. *First.*—If the punishment deemed to be suitable by the Agent shall exceed his own absolute jurisdiction, he shall record the punishment he would award, but shall forward the case in original to the Sudder Foujdaree Adawlut, which Court shall proceed to take cognizance of the case, and to pass such Sentence or Orders as they may think proper, and the instructions conveyed to the Agent from the superior Court shall be carried into effect by him.

*Second.*—And in the event of a Sentence passed by the Agent being referred for the confirmation of the superior Court, the Prisoner shall be kept in simple confinement, under a Warrant addressed to that effect to the Officer deputed to officiate as *Nazir*, which temporary Warrant shall give place to the final Orders of the superior Court.

XLIV. The Sudder Foujdaree Adawlut shall be empowered to call for the Agent's proceedings in any case, on petition being made to that Court by any party against whom a Sentence may have been passed by the Agent, and the Sudder Court may hereafter proceed according to the provisions of Sect. IV. of Act XI. of 1846.

XLV. Prisoners shall, as occasion may require, and in case of Sentences for lengthened periods, be transferred for confinement to the Jail at Dhoolia.

XLVI. The Right Honorable the Governor in Council is pleased to declare, that the crimes and offences specified in Regulation XIV. of 1827 and all subsequent Enactments, together with the punishments applicable thereto, are hereby promulgated for the territory subject to the control of the Agent as coming within his jurisdiction, and the Agent shall in all cases be guided by the provisions of that Regulation as modified by subsequent Enactments, or explained by Interpretations passed from time to time by the Judges of the Sudder Foujdaree Adawlut.

XLVII. And with the view of seeing that the foregoing Rules are properly attended to, it shall be the duty of the Judicial Commissioner (when deputed by special orders of Government) for the Deccan and Candeish, to visit these excepted Districts, on his tour of circuit, and to notice the result of his visit in his Report.

XLVIII. The Assistant Agents shall have the powers of Assistant Session Judges, and shall be guided by the Rules laid down for the Agent, to whom Appeals against their decisions will lie.

## APPENDIX A.

*Scale of Fees leviable in Civil Suits in the Agent's Court on every Plaint and Petition of Appeal.*

| When the amount sued for is | Rs. | | Rs. | A Fee shall be levied of | Rs. | As. | |
|---|---|---|---|---|---|---|---|
| | 100 | and below | 200 | | 4 | 0 | |
| | 200 | ,, | 300 | | 8 | 0 | |
| | 300 | ,, | 500 | | 15 | 0 | |
| | 500 | ,, | 1,000 | | 25 | 0 | |
| | 1,000 | ,, | 1,500 | | 2 | 0 | per cent. |
| | 1,500 | ,, | 5,000 | | 1 | 8 | ,, |
| | 5,000 | to any amount .. | | | 1 | 0 | ,, |

*Scale of Fees leviable in Civil Suits in the Agent's Civil Court on every Answer, Exhibit, Application, Razeenamah, or Wakalutnamah.*

| When the amount sued for is | Rs. | | Rs. | A Fee shall be levied of | Rs. | As. |
|---|---|---|---|---|---|---|
| | 100 | and below | 200 | | 0 | 4 |
| | 200 | ,, | 500 | | 0 | 8 |
| | 500 | ,, | 1,500 | | 1 | 0 |
| | 1,500 | to any amount .. | | | 4 | 0 |

And upon every Petition or Application presented in the Agent's Court relative to any matter not in a Suit then current, a Fee shall be levied upon such Petition of 8 Annas, and if the Petition be to the Sudder Dewanee Adawlut, the Fee shall, upon transmission of the Petition from the superior Court, be increased to 1 Rupee.

*Scale of Fees leviable in the Agent's Civil Court on every copy of Decree, Proceedings, Registry of Accounts, Reports, and generally of any authenticated Documents.*

| If the sum sued for or appealed against is | | Rs. | A Fee shall be levied of Rs. | As. | For every copy of a Decree in a Suit or Appeal. |
|---|---|---|---|---|---|
| | Below | 25 | 0 | 1 | |
| | Above Rs. 25 and below | 50 | 0 | 2 | |
| | „ 50 „ | 100 | 0 | 8 | |
| | „ 100 „ | 500 | 1 | 0 | |
| | „ 500 „ | 1,000 | 2 | 0 | |
| | „ 1,000 „ | 5,000 | 4 | 0 | |
| | „ 5,000 to any amount | | 5 | 0 | |

*For copies or other papers requiring to be authenticated to any public Officer, the Fee required is Rupees 0-4-0.*

By order of the Right Honorable the Governor in Council,

C. J. ERSKINE, Secretary to Government.

*Bombay Castle, 17th March* 1854.

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## Memorandum.

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

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

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

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

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

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## Notice.

Verbal tenders will be received at this Office, on Saturday the 25th instant, from parties willing to SUPPLY by contract 1000 Square Feet of KHANDKEES.

Further particulars may be learnt on application at this Office. A deposit of 10 per cent. will be required immediately from the lowest bidder, to be forfeited in case of any evasion or delay in signing the deed of contract.

F. WEMYSS, *Captain,*
Engineer to the Dockyard.

*Bombay, Dockyard Engineer's Office,*
18*th March* 1854.

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### જાહેરનામું

એહેવુજે એક હજાર ચારસ ફુટ ખાંડકી પુરા પાડવાવીશે જે લોકોની ખુશી હશે તે ઓનો મુખજબાની અરજો ચાલતા મહીનાની તારીખ ૨૫ મી શનીવારને દીને ગોદીના ઇંનજીઅરની કચેરીનાં શાંભલી લેશે. બીજુ કાંઇ પુછવુ હશે તેપણ ઉપર લખેલી કચેરીનાં પુછાથી નાલંન થાશે.—જે શરવેથી કની આંકડો બોલશે તેણે દર શેકડે ટકા ૧૦ પરનાંણે અવેજ તરત અંનાંમત રાખવો જોઇએ તે અવેજ ઇજારાના કાગલ ઉપર શહી કરવા આનાંકાંની અથવા ઢીલ કરેથી શરકાર દાખલ થાશે.

રીશાંણી

એફ. ઉવેમીશ, કપતાંન,
ગોદીનો ઇંનજીનીઅર.

તારીખ ૧૮ મી માહે મારચ શંને
૧૮૫૪ ઇશવી મુકાંમ મુબઇ ગો
દીના ઇંનજીનીઅરનો કચેરી.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

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### जाहिरनामा

ऐसाजे एक हजार चौरस फुटी खांडक्या मख्त्याने पुऱ्या पाडण्याविशीं जा. लोकांची खुषी असेल त्यांचे मुखजबानी अर्ज गोदीचे इंजिनियरचे कचेरींत चालते महिन्याची तारीख २५ शनवारचे रोजीं ऐकून घेतील.

अणखी कांहीं पुसणे असेल तें सदर्हू कचेरींत विच्यारिलें असतां मालूम होईल.—जो सर्वांहून कमी बेरीज बोलेल त्याणे तूर्त दर शेकडा टके १० प्रमाणें ऐवज अमानत ठेवावा तो ऐवज मख्त्याचे खतावर सही करण्यास टाळाटाळ अथवा विलंब केल्यास सरकार दाखल होईल.

निशाणी

एफ. वेमीस, कपतान.
गोदीचे इंजिनियर.

तारिख १८ मार्च सन १८५४ इसवी मुा.
मुंबई गोदीचे इंजिनियरची कचेरी.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

## Notice

Is hereby given, that persons desirous of entering into contract for SUPPLYING such Articles of PROVISIONS, embraced in the following Schedule, as may be required by the Commissariat Department at Poona and Kirkee, from the date a tender may be accepted up to the 31st December 1854, may, on application at this Office from 11 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the schedule, or lists of prices, and such information relating thereto as they may require :—

No. 1, For Coffee and Sugar.

2. Verbal offers for the contract will be received at this Office on Monday the 10th proximo, at 12 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 are to be delivered in the first instance at the Commissariat Stores at Poona if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such numbers or quantities as may from time to time be demanded; and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them, it being understood that the decision of such Committee is to be final, and binding on all parties.

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

4. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rupees 970, 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 3,880, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty (30) per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes such 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 4 of this Notice will be forfeited to Government.

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

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

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

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

10. The amount of retrenchments made by the Military Board on the 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.

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

12. The annual outlay on the above contract is estimated at Rupees (19,390) Nineteen thousand three hundred and ninety.

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

T. G. FRASER, Major,
Assistant Commissary General, P. D. A.

*Poona, Commissariat Office,*
*21st March* 1854.

## *LIST of REMITTANCES forwarded from the Military Accountant's Office to the other Presidencies, during the Month of February 1854.*

*Published as per Government Letter No. 3159, dated 7th November 1849.*

| Date of the Remittance Lists. | From what Pay Office received. | By whom made. | In whose favour. | To what Presidency. | Date of the receipt in the Military Accountant's Office. | Amount. | Date when forwarded. |
|---|---|---|---|---|---|---|---|
| 1853. | | | | | 1854. | *Rs. a. p.* | 1854. |
| Dec. 15th | Pay Office Northern Division Army. | Subedar Sungram Sing, 2nd Regt. Bombay L. C. .. .. | Seetul Buckus Sing, Sepoy, 5th Co. 2nd Regt. .. .. .. | Agra .. | Jan. 30th | 100 0 0 | Feb. 2nd |
| ,, 24th | Ditto ditto .... | Paymaster 29th Regt. N. I. .. | Collector at Banda, payable to Bhola Sing, brother of Private Hurry Sing, Gr. Co. 29th Regt. Bombay N. I. .. .. | ,, .. | ,, ,, | 25 0 0 | ,, ,, |
| ,, 15th | Ditto ditto .... | Subedar Sungram Sing, 2nd Regt. Bombay L. C. | Matta Deen, Sepoy, 5th Co. 2nd Regt., of the Sooltanpoor Neezamut ... ... ... ... ... ... ... | Bengal .. | ,, ,, | 100 0 0 | ,, ,, |
| 1854. | | | | | | | |
| Jan. 1st | Ditto ditto .... | By the Paymaster 28th Regt. N. I. | To the Station Staff Officer of Mangalore, for payment to Private Kullia, 5th Co. 28th Regt. N. I., Furlough Pay for Nov. 1853. | Madras .. | ,, ,, | 5 8 0 | ,, ,, |
| ,, ,, | Pay Office Poona Division Army. | Captain C. Ponsonby, Acting Assistant Quarter Master General Poona Division Army. | To Major of Brigade, to Pay to Subedar Major Luximon Sing, 3rd Class Killedar of the Fort of Chokun .. .. .. | Agra .. | Feb. 1st | 167 0 0 | ,, 4th |
| 1853. | | | | | | | |
| Dec. 15th | Ditto ditto .... | Jemedar Meadad Khan, Poona Irregular Horse .. .. | Goolam Ali Khan, Poona Irregular Horse.. .. .. .. | ,, .. | ,, ,, | 70 0 0 | ,, ,, |
| 1854. | | | | | | | |
| Jan. 2nd | Ditto ditto ..... | Lieutenant F. Keys, Paymaster 11th Regt. N. I. | Private Shaik Moonoo, 4th Class, 2nd Co. 11th Regt. Bombay N. I. ... ... ... ... ... ... ... | Bengal .. | ,, ,, | 5 8 0 | ,, ,, |
| ,, 14th | Pay Office Scinde Division Army. | Lieutenant and Acting Paymaster DeL. McD. Gleig, 2nd or Gr. Regt. N. I. | Private Jorawur, 4th Class, Regtl. No. 773, 8th Co. 2nd Gr. Regt. N. I. .. .. .. .. .. .. .. | Agra .. | ,, 8th | 16 8 0 | ,, 9th |
| ,, 1st | Ditto ditto .... | Private Buctowur Passee, 4th Batt. Bombay Artillery .. .. | Private Buctowar Passee .. .. .. .. .. .. | ,, .. | ,, ,, | 13 4 11 | ,, ,, |
| ,, ,, | Ditto ditto ..... | Ensign and Paymaster C. F. Keys, 14th Regt. Bombay N. I. | Fort Adjutant at Allahabad, on account of Pay for April, May, and June 1853, to Private Binda Tewary, 5th Co. 14th Regt. Bombay N. I. .. .. .. .. .. .. | ,, .. | ,, ,, | 16 8 0 | ,, ,, |
| ,, ,, | Ditto ditto ..... | Subedar Seetul Misser, 14th Regt. Bombay N. I. | Subedar Seetaram Sookul, 8th Co. 14th Regt. Bombay N. I., on Furlough certificate to Hindoostan .. .. .. .. | ,, .. | ,, ,, | 600 0 0 | ,, ,, |
| ,, ,, | Ditto ditto ..... | Ensign and Paymaster C. F. Keys, 14th Regt. N. I. | Officiating Major of Brigade at Cawnpoor, on account of Pay for April, May, and June 1853, to Private Ram Pursad, 6th Co. 14th Regt. Bombay N. I. .. .. .. .. .. | ,, .. | ,, ,, | 16 8 0 | ,, ,, |
| 1853. | | | | | | | |
| Dec. 31st | Ditto ditto .... | By the Acting Paymaster 15th Regt. N. I. | To the Officer Commanding at Jaunpore, on account of Private Sewdeen Ahier .. .. .. .. .. .. .. | ,, .. | ,, ,, | 16 8 0 | ,, ,, |
| ,, ,, | Ditto ditto .... | Ditto ditto .... | To the Officiating Major of Brigade, on account of Private Buldey Load .. .. .. .. .. .. .. | ,, .. | ,, ,, | 16 8 0 | ,, ,, |
| ,, ,, | Ditto ditto .... | Ditto ditto ..... | To the Deputy Collector at Agra, on account of Naique Gunga Deen | ,, .. | ,, ,, | 21 0 0 | ,, ,, |
| ,, ,, | Ditto ditto .... | Ditto ditto .... | To the Officiating Deputy Collector, on account of Naique Hoosain Bux .. .. .. .. .. .. | ,, .. | ,, ,, | 36 0 0 | ,, ,, |
| ,, ,, | Ditto ditto .... | Ditto ditto .... | To the Major of Brigade, Oudh, on account of Private Poorun Bhylia .. .. .. .. .. .. .. | Bengal .. | ,, ,, | 16 8 0 | ,, ,, |
| 1854. | | | | | | | |
| Jan. 21st | Pay Office South. Div. Army. | Private Calka Sing, 20th Regt. N. I | Havildar Bhola Sing, his Brother .. .. .. .. .. | ,, ... | ,, 13th | 50 0 0 | ,, 16th |

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| " | Ditto | ditto | ..... | Jemedar Thackoor Sing, 20th Regt. N. I. .. ... ... | Chubba Missir, his Father ... ... ... ... ... | Agra ..... | " | " | 50 | 0 | 0 | " | " |
| " | 1st | Pay Office Northern Division Army. | By the Paymaster 28th Regt. N. I. .. .. ... | To the Fort Adjutant, Allahabad, for payment to Private Keetan Ahier, 4th Co. 28th Regt. N. I., Furlough Pay for May, June, and July 1853 .. .. .. | | | " | 20th | 16 | 8 | 9 | " | 21st |
| " | " | Ditto | ditto .... | Ditto ditto to Private Gungapursaud Oopadia, 5th Co. do. do. .. .. .. | | | " | " | 16 | 8 | 9 | " | " |
| | | | | To the Major of Brigade, Cawnpore, for payment to Private Thackoor Ahier, 6th Co. 28th Regt. N. I., Furlough Pay for October and November 1853 .. | | | | | | | | | |
| Feb. | " | Pay Office Southern Division Army. | Paymaster 9th Regt. N. I. .. | Collector of Futtehpore, payable to Private Daree Deen, Gr. Co. 9th Regt. Bombay N. I., at present on sick certificate in Hindoostan. | | | " | " | 11 | 0 | 0 | " | " |
| Jan. | " | Pay Office Northern Division Army. | By the Paymaster 28th Regt. N. I. .. .. ... | To the Brigade Major, Lucknow, for payment to Private Peetumber Gudica, 8th Co. 28th Regt. N. I., Furlough Pay for May, June, and July 1853 .. .. .. | | Bengal.... | " | " | 200 | 0 | 0 | " | " |
| | | | | Ditto ditto to Private Esree Ahier, 1st Co. ditto ditto... | | | " | " | 16 | 8 | 9 | " | " |
| " | " | Ditto | ditto .... | To the Collector of Chuprah, for payment to Private Broydut Puttuck, 7th Co. 28th Regt. N. I., Furlough Pay for May, June, and July 1853 .. .. .. | | | " | " | 16 | 8 | 9 | " | " |
| | | | | | | | | Rupees | 1636 | 0 | 8 | | |

(Errors excepted)
G. J. BLANE, Military Accountant.

*Bombay Castle, Military Accountant's Office, 11th March 1854.*

## Notice.

Verbal tenders will be received at this Office, on Monday the 27th instant, at 1 P. M., for EXECUTING by contract the undermentioned WORK, and any other work that may be intermediately sanctioned.

Plan and specification of the quantity of labour and materials to be expended, also the form of contract to be entered into, will, in the mean time, remain open for inspection, copies of which may be taken, and any additional information obtained.

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

WORK.

Alteration of the arrangement of the Money Bins in the Treasury in the Castle.

J. J. F. CRUICKSHANK, Captain,
Garrison Engineer,
And Civil Architect at the Presidency.

## જાહેરનામું

એહેવુજ નીચે લખેલુ કામ તથા દરની આંન બીજુ જે કામ કબુલ કરવામાં આવશે તે ઇજારાથી કરવાવીશેના મુમજબની અરજો ચાલતા મહીનાની તારીખ ૨૭ મી શોમવારને દીને બારઊપર એક વાગતે મુબઇના ગારીશન ઇનજીનીઅર તથા શીવીલ આરકીટેકટની કચેરીમાં શાંભલી લેશે.

નકાશો તથા શરતોંન તથા મજુરી કેટલી લાગશે તેની તપશીલની ઇચ્છાદી તથા ઇજરાના કાગલનો મુશદો દરનીઆંન જોવાશાટ ઊધાડો રેહેશે ને ગરજ હશે તો તેની નકલો લેવા દેશે તથા બીજુ કાંઇ પુછવુ હશે તો તે પણ માલુંમ થાશે.

જે શરતેથી કની આંકડો બોલશે તેણે દર શેકડે ટકા ૧૦ પરમાણે અવેજ અંનામત રાખવા જોઇએ તે અવેજ ઇજરાના કાગલ ઊપર શહી કરવાને આંનાકાંની અથવા ઢીલ કરેથી શરકાર દાખલ થાશે.

કામ.

કીલાનાહેની તોજારીનાં નાંણુ રાખવાના હડકાનાં શેરકાર કરવાનુ છે.

નીશાંણી

જે. જે. એફ. કરકશાંનક, કપતાંન, મુબઇનો ગારીશંન ઇનજીનીઅર તથા શીવીલ આરકીટેકટ.

તારીખ ૨૦ મી માહે મારચ શંને ૧૮૫૪ ઇશવી મુકામ મુબઇ ગારીશંન ઇનજીનીઅર તથા શીવીલ આરકીટેકટની કચેરી. ટેરીટેરીઅલ ડીપારટમેનટ, ફીનનશ.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

## जाहिरनामा

ऐसाजे खालीं लिहिलेलें काम व दरम्यान दुसरें काम कबुल केलें जाईल तें मख्त्यानी करण्याविशींचे मुखजबानी अर्ज चालते महिन्याची तारीख २७ सोमवारचे रोजीं बारावर एक वाजतां मुंबई येथील ग्यारिसन इंजिनियर व सिविल आर्किटेकटचे कचेरींत ऐकून घेतील.

नकाशा व सामान व मजुरी किती लागेल त्याचे तपशिलाची याद व मख्त्याचे कागदाचा मसुदा दरम्यान पाहावयास उघडा राहील व त्याच्या नकला पाहिजे असल्यास घेऊं देतील व दुसरें कांहीं पुसणे असेल तेंही मालुम होईल.

जो सर्वांहून कमी बेरीज बोलेल त्याणे दर शेंकडा टके १० प्रमाणे ऐवज अमानत ठेविला पाहिजे तो ऐवज मख्त्याचे खतावर सही करण्यास टाळाटाळ अथवा विलंब केल्यास सरकार दाखल होईल.

काम.

किल्यांतील तिजोरींत नाण्याचे हडप्यांत फेरफार करावयाचा आहे.

निशाणी

जे. जे. एफ. क्रुकशांक, कपतान,
मुंबई येथील ग्यारिसन इंजिनियर व सिविल आर्किटेकट.

तारीख २० मार्च सन १८५४ इसवी मु॥मुंबई ग्यारिसन इंजिनियर व सिविल आर्किटेकटची कचेरी. टेरिटोरियल डिपार्टमेंट. फिन्यान्स.

H. L. ANDERSON,
Acting Secy. to Govt.,
*In Charge Persian Department.*

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## Memoramdum.

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

| | Rs. | a. | p. |
|---|---|---|---|
| Map of the Dharwar Collectorate, 4 miles to an inch. | | | |
| Ditto Belgaum ditto ditto. | | | |
| Ditto Sholapoor ditto ditto. | | | |
| Ditto Rutnagherry ditto ditto. | | | |
| Ditto Tanna ditto ditto. | | | |
| Ditto Poona ditto ditto. | | | |
| Ditto Ahmednuggur ditto ditto. | 2 | 8 | 0 |
| Ditto Candeish ditto ditto. | or | | |
| Ditto Surat ditto, 2 miles to an inch. | 3 Rs. 8 as. mounted on cloth. | | |
| Ditto Broach ditto ditto. | | | |
| Ditto Kolapoor Territories, 4 miles to an inch. | | | |
| Ditto Sattara ditto ditto. | | | |
| Ditto Province of Kattiawar, ditto. | | | |
| Ditto Malcolmpeth, 500 feet to an inch. | | | |
| Ditto Matheran Hill, one furlong to an inch. | | | |
| Ditto Island of Bombay, thin paper, 1200 yards to an inch ..... | 1 | 0 | 0 |
| Ditto ditto card-board paper, ditto... | 2 | 0 | 0 |
| Ditto Duskroee Purgunna, one mile to an inch..... | 6 | 0 | 0 |

J. A. BALLARD, Lieutenant,
Assistant to the Chief Engineer.

*Bombay, Chief Engineer's Office,*
*20th March* 1854.

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## *OPIUM MEMORANDUM for the Week ending Tuesday, 21st March* 1854.

| YEARS. | PASSES GRANTED AT INDORE | | | IMPORTED INTO BOMBAY | | | | EXPORTED BY SEA | | | | Balance unaccounted for. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Up to the 14th March 1854. | From 15th to 21st March 1854. | Total. | Up to the 14th March 1854. | From 15th to 21st March 1854. | Lost on the road. | Total. | Up to the 14th March 1854. | From 15th to 21st March 1854. | Total. | | |
| For 1851-52. ..... Chests | 26,047½ | .. | 26,047½ | 26,041 | .. | 6½ | 26,047½ | 26,036¾ | .. | 26,036¾ | | 4½ |
| ,, 1852-53. ..... ,, | 27,955½ | .. | 27,955½ | 27,949½ | .. | 6 | 27,955½ | 27,378¾ | 14 | 27,392¾ | | 560¾ |
| ,, 1853-54. ..... ,, | 13,198 | 1,020 | 14,218 | 11,164½ | 432 | 3¾ | 11,600 | 7,989¼ | 281¼ | 8,270¾ | | 3,325¾ |

Detail of Exports from 15th to 21st March 1854.

| | | |
|---|---|---|
| OF THE SEASON 1852-53. | | |
| Per Steamer "Cadiz" ..... Chests | 14 | |
| OF THE SEASON 1853-54. | | |
| Per Steamer "Cadiz" ..... ,, | 281¼ | |
| Total..... Chests | 283 | |

H. YOUNG,
Commissioner of Customs, Salt, and Opium.

*Bombay, Office of Commr. of Customs, Salt, and Opium, 22nd March* 1854.

## Notice

Is hereby given, that on Friday next the 24th instant, at 12 o'clock A. M., will be sold by PUBLIC AUCTION at the Fire Engine Department, a quantity of unserviceable Leather Hoses, Pipes Suction, Buckets leather, Buckets wooden, Cranenecks copper, Drag Ropes, Engines Fire, Hooks iron, Pipes Branch copper, Pipes leather, and sundry articles, &c. the property of the Honorable Company. The Lots to be paid for and carried away immediately, or a deposit of (10) ten per cent. to be paid down and the purchaser to suffer the loss when resold if not cleared within three days.

S. PARR, Major,
Director of Fire Engines.

*Fire Engine Office, Bombay,*
*20th March* 1854.

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## Notice

Is hereby given, that contracts for the exclusive PRIVILEGE of SELLING the following ARTICLES in the Otway Cantonment, near Surat, will be SOLD by PUBLIC OUTCRY on Tuesday the 4th April 1854, at 12 A. M. Sealed tenders will also be received at the Commissary General's Office, Bombay, at the abovementioned hour and date :—

For Selling Country Liquor and Toddy.
For Selling Opium, Ganjah, Bhang, &c. &c. &c.

2. Bidders are to state the amount in Company's Rupees to be given per memsem, for 12 months, commencing from 1st May 1854 to 30th April 1855.

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

| | Strength. |
|---|---|
| Regiment N. I..... | 750 |
| Detachment of Artillery .... | 30 |
| Followers..... | 170 |
| Total.. | 950 |

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

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

5. Payments of the amount of each contract must be made in advance on the 10th of each month.

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

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

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

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

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

11. No Liquor or Toddy is to be sold to the Townspeople during the Mohurrum or Hooly festivals.

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

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

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

S. THACKER, Captain,
*Superintendent of Bazars.*

*Superintendent of Bazars' Office,*
*Surat, 11th March* 1854.

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જાહેર ખબર.

આપવાનાં આવે છે કે શુરતની પાશે અઠવાની કાંપનાં નીચે લખેલી જનશેના ગુતા તારીખ ૪ થી એપરીલ શને ૧૮૫૪ વાર ભેા મેરેજે બપેારના ૧૨ વાગતે હરરાજ કરવા નાં આવશે તથા બીડેલા માંગણીપતરાેપર લખેલા વખત તથા દીવશે મુંબાઈની કાનુ શેરી જનરાલ શાહેબની આફીશનાં પણ લેવાનાં આવશે.

દારૂ તથા તાડી વેચવાનેા પટેા.

અફીન ગાંજો ભાંગ વીગેરે વેચવાનેા પટેા.

૨ તારીખ ૧ લી મેએ ૧૮૫૪ થી તે તારીખ ૩૦ મી એપરીલ ૧૮૫૫ શુધી બાર ૧૨ ની મુદતશુધી દર બાશે એક કુંપની શી કાના રૂપઈઆ ભરવા હેાએ તે રકમનો બાગણી કરવી.

૩ શુરતના પલટન બાતાના બાણશેા નીચે પરબાણે છે.

| | |
|---|---|
| આદેશી પલટનવાલા. . . . . | ૭૫૦ |
| ગેાલનદાજવાલા. . . . . | ૩૦ |
| કાંપ તથા બજારનારે હેનારા વીગેરે | ૧૭૦ |
| કુલે. . . | ૯૫૦ |

પણ કદાચ પટા વેચવાના ઠરાવેલા દીવશ પેહલાં કાંઈ કરે બદલી થાએ તો તે તારીમે જેટલા માણશો હોએ તેટલાં માણશને વાશતે પટો આપવાનાં આવશે.

૪ દારૂ તથા તાડી શારૂ રા. ૨૦૦ બશો તથા વશાણા શારૂ રા. ૧૦ દશ હરેક નાંગણી કરનારે અનાનત મેલેઆ શીવાએ નાંગણી કરવા દેવાશે નહી અને જે નાનુલી પટા લખી આપવાનાં કેહેવાર લગાડે અથવા આનાકાની કરેતો તે અનાનત મુકેલી રકમ પાછી મલશે નહી ને અગર તેહની નાંગણી કબુલ રાખવાનાં આવશે તો એક મહીનાનાં ભરણા જેટલી રકમ હરેક ગુતા શારૂ તેહના પટાની શરત બજાવાને વાશતે અનાનત રાખવાનાં આવશે તેવલી બે નાતબર જામીનો આપવા જોઈએ.

૫ હર મહીને તારીમ ૧૦ મીને રોજ પેશગી ભરણુ હરેક ગુતાનુ કરવું જોઈએ.

૬ જરે ઇંશથલના કમાંડીંગ શાહેબને ઇંએાગ દેખાએ કે લશકરી ગારાં માણશોને ચોરીથી દારૂ વેચાતો અટકાવા શારૂ પોલીશના માણશો રાખવાં જોઈએ તો તેહેના મરચ દારૂના ગુતા વાલાએ આપવા.

૭ પ૦ માણશની ટુકડી અને તે ઉપરાંત કમાંડીંગ શાહેબનાં હુકમની હદનાં આવે અથવા જાએ તો તેહેને વાશતે દારૂ તથા વશાણાના ગુતાવાલાએ હુકમો આપવી અને ટુકડીઓ પરાંતનાં આવે જાએ તો તેહેની હુકમો તેહેની શાથે રેહે પણ જે પરાંતનાં તે દાખલ થાએ તાંહાથી બદલી થતાં શુધી રેહેવું જોઈએ.

૮ ભરણાની રકમ લશકરી લોક આવે અથવા જાએ તો વધવા અથવા ઘટવાનો નહી પણ જેટલી લશકરી માણશોની સૈંખ્યા પટાનાં લખેલી હોએ તેહના ચોથા ભાગ કરતાં વધારે આવે અથવા જાએ તો જે પરમાણે વધારો અથવા ઘટારો શાહેબ લોકલી કમીટી ઠારાવે તે પરમાણે મુજરે આપવાનાં આવશે.

૯ ગુતાવાલાએ હમેશે બજાર ભાતાની શાથે રેહવું જોઈએ.

૧૦ પટાની મુદત શુધીનાં કાંઈ પણ તંગી થાએ તેહેને લીધે કંઈ નાંકો થવાની નહી અને જે નાંગણી રદ કરવાનાં આવશે તેહનુ કારણ કેહવાનાં આવશે નહી.

૧૧ દારૂ અથવા તાડી મોહોરમ અથવા હોલીના તેહવારનાં દાહડામાં શેહેરના માણશો વેચવી નહી.

૧૨ કોઈપણ પટાની શરત તુટશે અથવા એવું માલમ પડશે કે જે શખશને શરકાર ગુતાનુ કાંમ ચલાવાને ના લાએક ઠરાવે તેહની શાથે જાહેર અથવા છાની રીતે ગુતા વાલા વેહેવાર રાખે છે તો તે પટાને મોકુફ કરવાનાં આવશે ને એહેવા કાંમનાં જે રૂપઈ આ તેશગો આપેલા હશે તે શરકાર દાખલ થશે.

૧૩ દર મહીને ઉપર લખ્યા પરમાણે ભરણુ કરવું પડે તે ઉપરાંત શુરત શેહરના રશતાની શુધારાઈ શારૂ મીંઉનીશીપાલ ફંડ કમીટીની તરફથી શદર દીશદીવેરીનાં દારૂ ઉપર ફીઈ દર ગીઆલને આનો એક (૧) લેવાનાં આવશે.

૧૪ બીજ ખુલાશા આ કારખાનાનાં અરજ કરવેથી કોઈપણ શખશ અથવા શખશોને રવીવાર શીવાએ દરરોજ શવારના ૧૦ વાગતેથી તે પાછલા પોહોરના ચાર વાગતેશુધી જણાવાનાં આવશે.

બજાર નાશતર શાહેબની આફીશ ચુા.
શુરત તા. ૧૧ નારચ શંને ૧૮૫૪.

S. THACKER,
Superintendent of Bazars at Surat.

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## 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.

## POST OFFICE NOTICES.

### OVERLAND MAIL.

The OVERLAND MAILS, *viâ* Marseilles, and *viâ* Southampton, per Government Steamer, will be closed on TUESDAY the 28th instant, at 3 o'clock P. M. precisely.

An AFTER-PACKET will be kept open, for Bearing Letters only, until 4 o'clock, on the usual terms.

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

*Bombay, General Post Office, 15th March* 1854.

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The Mails for CEYLON, PENANG, SINGAPORE, CHINA, MAURITIUS, CAPE OF GOOD HOPE, and AUSTRALIA, per P. & O. Co.'s Steamer "POTTINGER," will be closed on FRIDAY the 31st instant, at 6 o'clock P. M.

*Bombay, General Post Office, 22nd March* 1854.

DUNCAN DAVIDSON,
Post Master General.

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### POSTAL NOTICE.

The MAILS for the KHANDESH and GUZERAT POST LINES will in future be CLOSED on SUNDAYS at 1-45 and 2 P. M. respectively, instead of the hours mentioned in the Postal Notice of the 15th September last.

W. BLOWERS,
Deputy Post Master General.

*Bombay, General Post Office,*
*1st November* 1853.

### List of Letters on which Steam Postage is due, and which are now lying unclaimed in the General Post Office, Bombay.

1 Abrahim Abdool Woohab, Bombay.
1 Mr. G. F. Braud, Post Office, Bombay, to be called for.
1 Captain T. F. Blois, 11th Bengal N. I., Meerut.
1 Albemarle Bettington, Esq., of the Civil Service, Bombay.
1 Mr. Alex. Connell, Seaman on board H. E. I. Co.'s Schooner "Mahi."
1 Dossabhoy Dadabhoy, Esq., Bombay.
1 Dhunjeebhoy Byramjee Meetah, Esq., Bombay.
5 John Edwards, Esq., Post Office, Bombay.
1 Valentine C. Elendo Elmer, Esq., care of Messrs. Goddart and Co., Bombay.
1 Robert Frank, Esq., Bombay.
1 Gugarathee Hasam Meya, Esq., Bombay, at the Macapada, Dunbadeya.
1 Signor Regenal Gomes, Esq., Bombay, at Mazagon.
1 Junul Bebey, Chichpokly, Bombay.
1 Mr. James Johnstone, Bombay.
1 A. F. Billiers, Esq., Post Office, Bombay.
1 Katee Bey Bapah Mugh Choochrey, Lighthouse, Bombay.
1 Mrs. Lackie and Sons, Bombay.
1 A. J. S. Lorimer, Esq., 11th Regt. Bombay N. I.
1 Monsieur Joseph LeLeirre, Bureau Restant, Bombay.
1 Mahomed Casum, in Cazee Street, Bombay.
1 Manucklall Lullabhoy, Esq., Bombay.
1 Lieut. Edward Nares, H. M. S. "Sybille."
1 Mr. Thomas Pilcher, Post Office, Bombay.
1 Meer John Mulloy Runzaree, Nackapara, Bombay.
1 Mrs. Alexander J. Rogers, Jaulna, Bombay.
1 Mr. Maurice Rogers, Surgeon Dentist, Poona.
1 Mr. A. Reynolds, Engineer H. E. I. C. Dockyard, Bombay.
1 Mrs. Colonel Robinson, Bombay.
1 Captain Smyth, H. M.'s 98th Regt., Bombay.
1 Syed Habeeb, Merchant, Bombay.
1 Braud Sapte, Esq., C. S., Post Office, Bombay.
1 Lieut. Alex. F. Taylor, Bengal Artillery, Peshawar, Bombay.
1 Revd. R. E. Tyrwhitt, Assistant Chaplain, Bombay.

DUNCAN DAVIDSON,
Postmaster General.

*Bombay, General Office,*
*22nd March* 1854.

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## 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. |
|---|---|---|---|---|
| Victoria | Commander in Chief of the Indian Navy. | 28th instant | Suez | Aden. |
| A Steamer | Ditto ditto ditto | 14th proximo | Aden. | |
| Pottinger | P. & O. Steam Navigation Company | 1st ditto | China. | Ceylon, Penang, & Singapore. |
| Victoria | Bombay Steam Navigation Company | 12 hours after the arrival of the Overland Mail | | |
| Malabar | Messrs. William Nicol & Co. | 23rd instant | Glasgow. | |
| Ascendant | „ Ewart, Latham & Co. | Despatch | London. | |
| Roscoe | „ Peel, Cassels & Co. | Ditto | Liverpool. | |
| Culloden | „ Ritchie, Steuart & Co | Ditto | Ditto. | |
| Cathaya | „ Peel, Cassels & Co. | Ditto | China. | |
| Lord Hungerford | „ Leckie & Co. | Ditto | London. | |
| William Penn | „ W. & A. Graham & Co. | Ditto | Liverpool. | |

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

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office, 22nd March* 1854.

# BOMBAY PRICE CURRENT

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

### BEEF.

| | Rs. | a. | p. |
|---|---|---|---|
| Prime Pieces ..... 1st sort, 8 lbs. | 1 | 0 | 0 |
| „ „ .....2nd „ 10 „ | 1 | 0 | 0 |
| „ „ .....3rd „ 16 „ | 1 | 0 | 0 |
| Brisket and Round .....1st „ 12 „ | 1 | 0 | 0 |
| „ „ .....2nd „ 14 „ | 1 | 0 | 0 |
| „ „ .....3rd „ 16 „ | 1 | 0 | 0 |
| Meat for Soup .....16 „ | 1 | 0 | 0 |
| Shin, large .....each | 0 | 3 | 0 |
| „ small ..... „ | 0 | 2 | 6 |
| Ox Tails ..... „ | 0 | 0 | 8 |
| Tongue, large ..... „ | 0 | 3 | 0 |
| „ small ..... „ | 0 | 2 | 6 |
| Heart, large..... „ | 0 | 2 | 6 |
| „ small ..... „ | 0 | 1 | 9 |
| Marrow-bone ..... „ | 0 | 1 | 0 |
| Ox Palates ..... „ | 0 | 0 | 9 |
| Feet .....four | 0 | 4 | 0 |
| Suet .....per lb. | 0 | 4 | 0 |
| Tongues (salted, dry), Poona .....each | 0 | 4 | 0 |
| „ (pickled), Bombay..... „ | 0 | 5 | 0 |

### VEAL, SMALL.

| | | | |
|---|---|---|---|
| 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 „ 6½ „ | 1 | 0 | 0 |

### VEAL, LARGE.

| | | | |
|---|---|---|---|
| Hind Quarter.....1st sort, 4½lbs. | 1 | 0 | 0 |
| „ .....2nd „ 5½ „ | 1 | 0 | 0 |
| „ .....3rd „ 6½ „ | 1 | 0 | 0 |
| Fore Quarter .....1st „ 5½ „ | 1 | 0 | 0 |
| „ .....2nd „ 6½ „ | 1 | 0 | 0 |
| „ .....3rd „ 7 „ | 1 | 0 | 0 |
| Head.....1st „ each | 0 | 12 | 0 |
| „ .....2nd „ „ | 0 | 10 | 0 |
| „ .....3rd „ „ | 0 | 8 | 0 |
| Feet .....four | 0 | 4 | 0 |
| Liver and Heart.....each | 0 | 1 | 0 |

### MUTTON FOR EUROPEANS.

| | | | |
|---|---|---|---|
| Saddle .....1st sort, per lb. | 0 | 3 | 6 |
| „ .....2nd „ „ | 0 | 2 | 0 |
| „ .....3rd „ „ | 0 | 1 | 6 |
| Leg, Loin, Neck, & Shoulder, 1st „ „ | 0 | 2 | 0 |
| „ „ „ 2nd „ „ | 0 | 1 | 6 |
| „ „ „ 3rd „ „ | 0 | 1 | 3 |
| Breast .....1st „ „ | 0 | 1 | 6 |
| „ .....2nd „ „ | 0 | 1 | 3 |
| „ .....3rd „ „ | 0 | 1 | 0 |
| Tongue, Sheep's .....each | 0 | 0 | 6 |
| Brains ..... „ | 0 | 0 | 3 |
| Head ..... „ | 0 | 0 | 9 |
| Liver and Heart..... „ | 0 | 1 | 0 |
| Kidneys ..... „ | 0 | 0 | 4 |
| Feet .....four | 0 | 0 | 3 |
| Suet .....per lb. | 0 | 4 | 0 |

### MUTTON FOR NATIVES.

| | | | |
|---|---|---|---|
| First sort.....12 lbs. | 1 | 0 | 0 |
| Second „ .....14 „ | 1 | 0 | 0 |
| Third „ .....16 „ | 1 | 0 | 0 |

### KID, SMALL.

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

### KID, LARGE.

| | | | |
|---|---|---|---|
| Hind Quarter.....1st sort, 4½lbs. | 1 | 0 | 0 |
| „ .....2nd „ 5 „ | 1 | 0 | 0 |
| „ .....3rd „ 6 „ | 1 | 0 | 0 |
| Fore Quarter.....1st „ 5½ „ | 1 | 0 | 0 |
| „ .....2nd „ 6 „ | 1 | 0 | 0 |
| „ .....3rd „ 6½ „ | 1 | 0 | 0 |

### LAMB, SMALL.

| | | | |
|---|---|---|---|
| Hind Quarter .....1st sort, 4½lbs. | 1 | 0 | 0 |
| „ .....2nd „ 5 „ | 1 | 0 | 0 |
| „ .....3rd „ 5½ „ | 1 | 0 | 0 |
| Fore Quarter .....1st „ 5 „ | 1 | 0 | 0 |
| „ .....2nd „ 6½ „ | 1 | 0 | 0 |
| „ .....3rd „ 6 „ | 1 | 0 | 0 |

### LAMB, LARGE.

| | | | |
|---|---|---|---|
| Hind Quarter .....1st sort, 5 lbs. | 1 | 0 | 0 |
| „ .....2nd „ 5½ „ | 1 | 0 | 0 |
| „ .....3rd „ 6½ „ | 1 | 0 | 0 |
| Fore Quarter .....1st „ 5½ „ | 1 | 0 | 0 |
| „ .....2nd „ 6 „ | 1 | 0 | 0 |
| „ .....3rd „ 7 „ | 1 | 0 | 0 |

### PORK, FRESH AND SALT.

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

### PORK, FRESH AND SALT *(continued)*.

| | Rs. | a. | p. |
|---|---|---|---|
| Trotters, large.....per four | 0 | 1 | 4 |
| „ small..... „ | 0 | 1 | 0 |
| Pig's Liver and Heart ..... | 0 | 2 | 0 |
| Pork, salt, Country .....8 lbs. | 1 | 0 | 0 |

### POULTRY.

| | | | |
|---|---|---|---|
| Geese.....each | 3 | 0 | 0 |
| Turkey, cock, Bombay ..... „ | 3 | 0 | 0 |
| „ hen, „ ..... „ | 2 | 0 | 0 |
| „ cock, Goa..... „ | 2 | 0 | 0 |
| „ hen, „ ..... „ | 1 | 8 | 0 |
| Fowls, large, Surat ..... „ | 1 | 8 | 0 |
| „ small, „ ..... „ | 1 | 0 | 0 |
| „ large, Bombay ..... „ | 0 | 8 | 0 |
| „ small, „ ..... „ | 0 | 6 | 0 |
| Ducks, large..... „ | 0 | 8 | 0 |
| „ small..... „ | 0 | 6 | 0 |
| Chickens, large .....per dozen | 2 | 0 | 0 |
| „ small..... „ | 1 | 12 | 0 |
| Hens' Eggs.....each | 0 | 0 | 3 |
| Ducks' „ ..... „ | 0 | 0 | 3 |

### FRUITS OF SORTS.

| | | | |
|---|---|---|---|
| Pine-apples, Bombay, large .....each | 1 | 8 | 0 |
| „ „ small..... „ | 1 | 0 | 0 |
| „ Goa, large ..... „ | 0 | 3 | 0 |
| „ „ small..... „ | 0 | 2 | 0 |
| Pomelos, large..... „ | 0 | 12 | 0 |
| „ small ..... „ | 0 | 8 | 0 |
| Guavas, large ..... „ | 0 | 0 | 0 |
| „ small ..... „ | 0 | 0 | 0 |
| Oranges, large ..... „ | 0 | 1 | 0 |
| „ small ..... „ | 0 | 0 | 9 |
| „ common..... „ | 0 | 0 | 3 |
| Grapes, black.....per seer | 0 | 4 | 0 |
| „ green ..... „ | 0 | 1 | 0 |
| Melons, Water, large .....each | 0 | 2 | 6 |
| „ „ small ..... „ | 0 | 2 | 0 |
| „ Musk, large..... „ | 0 | 0 | 0 |
| „ „ small ..... „ | 0 | 0 | 0 |
| Plantains, red, large..... „ | 0 | 0 | 8 |
| „ „ small ..... „ | 0 | 0 | 6 |
| „ yellow, large ..... „ | 0 | 0 | 4 |
| „ „ small..... „ | 0 | 0 | 3 |
| Limes, sweet ..... „ | 0 | 0 | 0 |
| „ sour..... „ | 0 | 0 | 1 |
| Potatoes, Neilgherries, large .....per seer | 0 | 0 | 0 |
| „ „ small ..... „ | 0 | 0 | 0 |
| „ Mahableshwur, large .... „ | 0 | 1 | 0 |
| „ „ small .... „ | 0 | 0 | 0 |
| „ Poona, large..... „ | 0 | 0 | 4 |
| „ „ small..... „ | 0 | 0 | 3 |
| „ Surat, large ..... „ | 0 | 0 | 4 |
| „ „ small ..... „ | 0 | 0 | 3 |
| Yams, white..... „ | 0 | 0 | 6 |
| „ red..... „ | 0 | 0 | 6 |
| Onions ..... „ | 0 | 0 | 2 |
| Ginger ..... „ | 0 | 0 | 6 |

### DRY FRUITS OF SORTS.

| | | | |
|---|---|---|---|
| Plums, fine .....per seer weight | 0 | 2 | 6 |
| „ coarse..... „ „ | 0 | 2 | 0 |
| Currants, fine..... „ „ | 0 | 2 | 6 |
| „ coarse..... „ „ | 0 | 2 | 0 |
| Prunes, new ..... „ „ | 0 | 2 | 0 |
| „ old ..... „ „ | 0 | 1 | 6 |
| Almonds, sweet ..... „ „ | 0 | 1 | 3 |
| „ bitter ..... „ „ | 0 | 1 | 0 |

### BREAD, &c.

| | | | |
|---|---|---|---|
| A loaf, 1st sort .....13 oz. each | 0 | 1 | 4 |
| „ 2nd „ ..... „ „ | 0 | 1 | 0 |
| „ brown .....32 oz. „ | 0 | 2 | 0 |
| „ „ .....16 „ „ | 0 | 1 | 0 |
| Flour, Wheat.....per seer measure | 0 | 3 | 4 |
| Rolong..... „ „ | 0 | 3 | 4 |
| Sago, fine ..... „ weight | 0 | 1 | 4 |
| „ coarse ..... „ „ | 0 | 1 | 3 |
| Arrowroot, best ..... „ „ | 0 | 2 | 0 |
| „ coarse ..... „ „ | 0 | 1 | 6 |

### MILK AND BUTTER.

| | | | |
|---|---|---|---|
| Cows' Milk .....per seer measure | 0 | 1 | 4 |
| „ Butter.....per cup of 2 oz. | 0 | 1 | 2 |
| Buffaloes' Milk.....per seer measure | 0 | 1 | 2 |
| „ Butter.....per cup of 2 oz. | 0 | 1 | 0 |

### FIREWOOD.

| | | | |
|---|---|---|---|
| Babool.....per cdy. of 28 mds. (784 lbs.) | 3 | 0 | 0 |
| Khair..... „ „ „ | 2 | 8 | 0 |
| Aine..... „ „ „ | 2 | 8 | 0 |
| Kurmell.... „ „ „ | 2 | 12 | 0 |

### OILS, CANDLES, AND SOAP.

| | | | |
|---|---|---|---|
| Cocoanut Oil ...1st sort, per md. of 28 lbs. | 3 | 2 | 0 |
| „ „ ...2nd „ „ „ | 3 | 0 | 0 |
| Jeengiee..... „ „ | 2 | 11 | 0 |
| „ Ghantee..... „ „ | 2 | 6 | 0 |
| Erundia, or Castor Oil .. „ „ | 1 | 13 | 0 |
| Candles, Europe..... „ „ | 18 | 0 | 0 |
| „ Goa..... „ „ | 17 | 0 | 0 |
| „ Cochin..... „ „ | 16 | 0 | 0 |
| Soap, Country..... „ „ | 1 | 8 | 0 |
| „ Europe, yellow ... „ „ | 3 | 8 | 0 |
| „ „ white .... „ „ | 3 | 4 | 0 |

### SUGAR OF SORTS.

| | | | |
|---|---|---|---|
| Sugar, Pinda.....per md. of 28 lbs. | 7 | 8 | 0 |
| „ Candy....1st sort, „ „ | 7 | 0 | 0 |
| „ „ ....2nd „ „ „ | 6 | 8 | 0 |
| „ „ ....3rd „ „ „ | 6 | 0 | 0 |
| „ soft.....1st „ „ „ | 6 | 0 | 0 |
| „ „ .....2nd „ „ „ | 4 | 0 | 0 |
| „ brown ..... „ „ | 3 | 0 | 0 |
| Jagree..... „ „ | 1 | 6 | 0 |

### GHEE OF SORTS.

| | | | |
|---|---|---|---|
| Ghee, Kurrachee .....per md. of 28 lbs. | 5 | 12 | 0 |
| „ Surat ..... „ „ | 6 | 8 | 0 |
| „ Bhownuggur ..... „ „ | 5 | 12 | 0 |
| „ Balghanty ..... „ „ | 5 | 12 | 0 |
| „ Ghanty ..... „ „ | 5 | 0 | 0 |
| „ Rajapoor ..... „ „ | 5 | 8 | 0 |
| „ Jaffrabad ..... „ „ | 7 | 4 | 0 |

### GRAIN OF SORTS.

| | | | |
|---|---|---|---|
| Wheat, Hansia.....per cdy. of 8 pharas | 20 | 0 | 0 |
| „ Jamboooseer...1st sort, „ „ | 16 | 0 | 0 |
| „ „ ...2nd „ „ „ | 15 | 0 | 0 |
| „ Bhownuggur..1st „ „ „ | 16 | 0 | 0 |
| „ „ ...2nd „ „ „ | 15 | 0 | 0 |
| „ Ghantee ..... „ „ | 13 | 0 | 0 |
| „ Sindee ..... „ „ | 12 | 0 | 0 |
| Gram, Jamboooseer..... „ „ | 17 | 0 | 0 |
| „ Ghogaree, new ..... „ „ | 15 | 8 | 0 |
| „ „ old..... „ „ | 14 | 8 | 0 |
| „ Ghantee, new..... „ „ | 15 | 8 | 0 |
| „ „ old ..... „ „ | 14 | 8 | 0 |
| „ Bengal ..... „ „ | 0 | 0 | 0 |
| Wooreed, Ghantee ..... „ „ | 15 | 8 | 0 |
| „ Malabar ..... „ „ | 15 | 0 | 0 |
| „ Cutch ..... „ „ | 16 | 0 | 0 |
| „ Ghogaree ..... „ „ | 16 | 8 | 0 |
| Mutt, Ghogaree..... „ „ | 13 | 8 | 0 |
| „ Ghantee ..... „ „ | 13 | 0 | 0 |
| „ Cutch ..... „ „ | 13 | 0 | 0 |
| Mugg, „ ..... „ „ | 20 | 0 | 0 |
| „ Ghogaree ..... „ „ | 14 | 0 | 0 |
| Bazaree, Ghantee..... „ „ | 14 | 0 | 0 |
| „ Bhownuggur, 1st sort, „ „ | 17 | 0 | 0 |
| „ „ 2nd „ „ „ | 16 | 0 | 0 |
| „ Rajapoor ..... „ „ | 13 | 0 | 0 |
| Barley, new ..... „ „ | 10 | 0 | 0 |
| „ old..... „ „ | 9 | 0 | 0 |
| Toor .....1st sort, „ „ | 16 | 0 | 0 |
| „ .....2nd „ „ „ | 14 | 0 | 0 |
| Jouree..... „ „ | 11 | 0 | 0 |
| Nacheny..... „ „ | 10 | 0 | 0 |
| Vattana..... „ „ | 14 | 0 | 0 |
| Chowley.....per phara | 3 | 4 | 0 |
| Dall, Brooach..... „ | 3 | 4 | 0 |
| „ Surat..... „ | 3 | 8 | 0 |

### UNBOILED RICE OF SORTS.

| | | | |
|---|---|---|---|
| Rice, Putney .....per phara | 2 | 2 | 0 |
| „ Sindey, red ..... „ | 0 | 0 | 0 |
| „ raw ..... „ | 1 | 14 | 0 |
| „ red ..... „ | 1 | 12 | 0 |

### BEATEN RICE OF SORTS.

| | | | |
|---|---|---|---|
| Rice, Jerasaul .....1st sort, per phara | 3 | 8 | 0 |
| „ „ .....2nd „ „ | 3 | 4 | 0 |
| „ Vergole .....1st „ „ | 3 | 0 | 0 |
| „ „ .....2nd „ „ | 2 | 12 | 0 |
| „ Sindey ratra ..... „ | 0 | 0 | 0 |
| „ Segundee ..... „ | 3 | 12 | 0 |
| „ Putney ..... „ | 2 | 8 | 0 |
| „ raw ..... „ | 2 | 4 | 0 |

### MANGALORE RICE OF SORTS.

| | | | |
|---|---|---|---|
| Rice, unboiled .....1st sort, per robin | 3 | 0 | 0 |
| „ „ .....2nd „ „ | 2 | 12 | 0 |
| „ boiled .....1st „ „ | 2 | 8 | 0 |
| „ „ .....2nd „ „ | 2 | 4 | 0 |

### BENGAL RICE OF SORTS.

| | | | |
|---|---|---|---|
| Rice, unboiled..1st sort, per bag of 168 lbs. | 6 | 4 | 0 |
| „ „ ..2nd „ „ „ | 6 | 0 | 0 |
| „ boiled....1st „ „ „ | 4 | 8 | 0 |
| „ „ ....2nd „ „ „ | 4 | 4 | 0 |

### BHATT.

| | | | |
|---|---|---|---|
| Bhatt, Putney.....per moora of 25 pharas | 24 | 0 | 0 |
| „ raw..... „ „ | 22 | 0 | 0 |
| „ red ..... „ „ | 20 | 0 | 0 |

### SUNDRIES.

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

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

Bombay Measures by which the articles are sold:—4 Seers are one Pylee—17 Pylees are one Phara—8 Pharas are one Candy—25 Pharas are one Moora. A Robin of Rice averages about 15 Pylees.

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

*Bombay, Monday, 20th March* 1854.

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

# General Orders.

## *MILITARY DEPARTMENT.*

## BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

*Bombay Castle, 15th March* 1854.

No. 185 of 1854.—Lieutenant Edward Buller Elphinstone, of H. M.'s 92nd Highlanders, is appointed an Aide-de-Camp on the personal Staff of the Right Honorable the Governor, from the 11th instant.

*Bombay Castle, 18th March* 1854.

No. 186 of 1854.—The following Native promotions are made :—

| *8th Regiment N. I.* | *Date of Rank.* |
|---|---|
| Jemedar Churrun Sing to be Subedar, and Havildar Shaik Cassim to be Jemedar, in succession to Polad Sing, pensioned | 1st January 1854. |
| Jemedar Thacoorpursad Dechit to be Subedar, and Havildar Govindjee Jadow to be Jemedar, in succession to Emajee Towry, pensioned | Do. do. |

No. 187 of 1854.—An Order by Brigadier Trydell, dated Poona, the 1st March 1854, appointing Lieutenant Evezard, Assistant Superintendent of Bazars, to act as Superintendent of Bazars and Police, and Lieutenant Shaw, of the 3rd European Regiment, as Acting Assistant Superintendent of Bazars at Poona, until further orders, is confirmed.

No. 188 of 1854.—The following promotions are made :—

| *18th Regiment N. I.* | *Date of Rank.* |
|---|---|
| Lieutenant H. E. Jacob to be Captain, and Ensign W. Blakeney to be Lieutenant, in succession to Macdonald, deceased | 5th March 1854. |

No. 189 of 1854.—Lieutenant Dickinson, Executive Engineer at Ahmedabad, is allowed leave of absence for one month from 1st April next, to visit the Presidency preparatory to applying for a furlough to Europe.

No. 190 of 1854.—Lieutenant G. D. Eales, of the 29th Regt. N. I., is appointed 2nd in Command of the 2nd Belooch Battalion, vice Thatcher, appointed Brigade Major.

No. 191 of 1854.—Private James Wilkinson, of the 2nd Eur. Regt. L. I., is allowed his discharge from the Honorable Company's Service, under the provisions of the Government General Order No. 543, of the 23rd September 1852.

No. 192 of 1854.—The undermentioned Native Officers of the 1st Belooch Battalion, having completed the period for which they were enlisted, are discharged from the Honorable Company's Service :—

Subedar Nusseem Khan.
Subedar Jungee Khan.

*Bombay Castle, 21st March* 1854.

No. 193 of 1854.—The following Officers are allowed leave of absence, to proceed to the Neilgherry Hills, for a period of two years, on Medical certificate, agreeably to the old Regulations, viz :—

| | |
|---|---|
| Lieutenant W. S. Jones | 22nd Regt. N. I. |
| Ensign J. W. Bryans | |

No. 194 of 1854.—Captain F. G. Green, of the 7th Regt. N. I., is allowed a furlough to Europe for three years, on Medical certificate, under the old Regulations.

No. 195 of 1854.—The following temporary appointment is made :—

Surgeon D. Ritchie, M.D., of the 4th Regt. N. I. (Rifles), to act as Medical Storekeeper at the Presidency during the absence of Surgeon Leggett on sick leave to the Cape of Good Hope and Sea, or until further orders.

No. 196 of 1854.—The following promotion is made :—

| *Medical Establishment.* | *Date of Rank.* |
|---|---|
| Senior Assistant Surgeon G. J. Shaw, M.D., to be Surgeon, vice Nicholson, deceased | 1st March 1854. |

No. 197 of 1854.—The leave granted to Captain T. Eyre, Paymaster Northern Division of the Army, in G. G. O. No. 15, dated the 5th January last, is to have effect from the 20th February, the date of that Officer's delivering charge of his office to Lieutenant Hewett, of the 28th Regt. N. I., instead of from the period therein ordered.

Captain Eyre is also allowed an extension of leave from the 15th March to the 30th April, on the same account.

*Bombay Castle, 22nd March* 1854.

No. 198 of 1854.—The following Orders are confirmed, viz :—

By Brigadier Roberts, Commanding Rajpootana Field Force, dated 23rd January 1854, appointing Captain Leckie, 21st Regt. N. I., to officiate as Executive Engineer Rajpootana Field Force during the absence of Captain Munbee, or until further orders, in place of Captain McGrigor, relieved from that duty.

By Lieutenant Colonel Morris, dated Bhooj, the 23rd January 1854, appointing Lieutenant Stevenson, of the 14th Regt. N. I., attached to the 15th Regt. N. I., to act as Quarter Master to the latter Corps on the departure of Ensign Wainwright from that Station, or until further orders.

By Lieutenant Colonel H. Sandwith, dated Dapoolie, the 1st March 1854, appointing Captain S. C. Baldwin to act as Adjutant to the Native Veteran Battalion on the departure of Lieutenant Tyrwhitt to join his appointment as Deputy Collector in Scinde, or until further orders.

By Brigadier General Schuler, dated Seroor, the 22nd February 1854, directing Assistant Surgeon Pirie, of the 26th Regt. N. I., to act as Civil Surgeon at Ahmednuggur during the absence of Assistant Surgeon Wyllie on leave.

By Brigadier H. G. Roberts, dated Neemuch, the 28th February 1854, appointing Captain Leckie, 21st Regt. N. I., to officiate as Major of Brigade to the Rajpootana Field Force till further orders, vice Captain Younghusband, appointed Deputy Assistant Adjutant General.

By Major C. A. Stewart, dated Bombay, the 17th February 1854, appointing Lieutenant T. Knight to act as Adjutant to the Left Wing of the 16th Regt. N. I.

No. 199 of 1854.—The Right Honorable the Governor in Council is pleased to publish the following description of the limits of the Cantonment at Seroor:—

| Description. | Bearings. | Distance in Yards. |
|---|---|---|
| From Pillar No. 1, at the N. E. angle of Compound No. 6, to Pillar No. 2, at the S. E. corner of the Bazar | S. 66 W. | 181 |
| From Pillar No. 2, in the direct line in rear of Bazar, to Pillar No. 3, at the N. W. corner of the Auxiliary Horse Lines | N. 50 W. | 532 |
| From Pillar No. 3, along broken and uneven ground, to Pillar No. 4, on the right of Road from Poona to Ahmednuggur | N. 60 W. | 751 |
| Continuing on the left side of the Poona Road to Pillar No. 5 | S. 51 W. | 594 |
| From No. 5 to No. 6, on the summit of Hill | S. 13° E. | 450 |
| From No. 6 to No. 7, on the right of Road near the N. W. corner of the Race-Course. | S. 13°10 W. | 723 |
| From No. 7 to No. 8, following the same direction along the West side of the Race-Course | S. 13°10 W. | 535 |
| From No. 8 to No. 9, on the left of a Road from Poona, and near the S. W. corner of the Race-Course | S. 22 E. | 165 |
| From No. 9 to No. 10, along the Poona Road | N. 81 E. | 603 |
| From No. 10 to No. 11, ditto ditto | N. 46° E. | 580 |
| From No. 11 to No. 12, on the left bank of a Nulla | S. 62° E. | 409 |
| From No. 12, along the left bank of the Nulla, to Pillar No. 13, at the S. E. corner of Compound No. 2 | N. 76° E. | 290 |
| From No. 13, following the left bank of the Nulla, to Pillar No. 14, at the N. E. corner of Compound No. 3 | N. 13° E. | 290 |
| Continuing along the bank of the Nulla, in rear of the Officers' Compounds, to Pillar No. 15, at the S. corner of Compound No. 4, and on to Pillar No. 1, at the N. E. angle of Compound No. 6 | N. 7° E. | 950 |

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

## *MARINE DEPARTMENT.*

*Bombay Castle, 15th March* 1854.

No. 30 of 1854.—Mr. E. Duggan, 4th Class Naval-trained Engineer, is allowed leave of absence from the 10th instant to the 10th proximo, to proceed to the Deccan, on Medical certificate.

*Bombay Castle, 18th March* 1854.

No. 31 of 1854.—Lieutenant Robinson is allowed a furlough to Europe for three years, on Medical certificate.

*Bombay Castle, 20th March* 1854.

No. 32 of 1854.—Lieutenant B. Hamilton, Indian Navy, has been appointed Forest Ranger in Scinde.

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

# Civil Appointments, &c.

## *POLITICAL DEPARTMENT.*

*Bombay Castle, 17th March* 1854.

Mr. H. B. E. Frere, Commissioner in Scinde, is allowed leave of absence for two months and twenty-two days, under Section XI. of the Absentee Rules, his duties being performed during his absence by Mr. A. F. Bellasis.

*Bombay Castle*, 20*th March* 1854.

Captain J. T. Barr, Second Assistant to the Political Agent in Kattywar, resumed charge of his duties as Acting First Assistant to the Political Agent on the 10th instant.

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

## *JUDICIAL DEPARTMENT.*

*Bombay Castle*, 17*th March* 1854.

Mr. T. Thornton, Second Magistrate of Police, is allowed an extension, for six months, of the leave of absence on Medical certificate granted to him on the 1st November 1852.

Mr. J. M. Erskine, Assistant Judge and Session Judge of Dharwar, is allowed a further extension, for one month, of the leave of absence granted to him on 1st November last.

*Bombay Castle*, 22*nd March* 1854.

Mr. R. S. Bagshaw, Acting Senior Assistant Judge and Session Judge of Surat, for the detached station of Broach, received charge of the Adawlut at that Station from Mr. Mactier on the 7th instant.

Mr. W. E. Frere rejoined the Court of Sudder Adawlut on the 20th instant, from his Circuit as Judicial Commissioner in the Northern Conkan and Guzerat.

The Honorable the Judges of Her Majesty's Supreme Court of Judicature have been pleased to grant leave of absence for twelve calendar months, from the 14th instant, on Medical certificate, to R. X. Murphy, Esquire, Chief Translator and Interpreter of that Court, and have thereupon made the following arrangments, viz :—

| | | |
|---|---|---|
| J. Flynn, Esquire, to be Chief Translator and Interpreter during Mr. Murphy's absence. | | |
| Narrayen Dinanathjee, Esquire, Second | ditto | ditto. |
| Mr. Nowrojee Furdoonjee, Third | ditto | ditto. |
| Mr. Ballajee Pandoorung, Fourth | ditto | ditto. |
| Mr. Nanabhoy Hurreedass, Assistant Translator, and | | |
| Mr. Byramjee Cursetjee, ditto ditto. | | |

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

## *TERRITORIAL DEPARTMENT,*

REVENUE.

*Bombay Castle*, 18*th March* 1854.

Mr. E. C. Jones, Collector of Poona, is allowed to remain in the Districts of his Collectorate on duty till the close of the fair season.

Khan Bahadoor Husson Mahomed Furreed, District Deputy Collector of Rutnagherry, has been allowed an extension, for sixteen days, of the leave of absence granted to him on the 13th January last.

Mr. G. Coles, Collector of Rutnagherry, has been allowed leave of absence for one month, from the 15th proximo, under Section XI. of the Absentee Regulations.

Mr. E. W. Ravenscroft to be Acting Second Assistant to the Collector and Magistrate of Ahmedabad.

Lieutenant B. Hamilton, Indian Navy, has been appointed Ranger of Forests in Scinde.

*Bombay Castle*, 20*th March* 1854.

Lieutenant Thomas Anderson, Her Majesty's 78th Regiment, to be Supernumerary Assistant to the Superintendent of the Revenue Survey and Assessment in the Southern Mahratta Country.

Mr. J. L. Warden, Assistant Collector of Ahmednuggur, has been allowed leave of absence for two months, the first under Section XI. and the second under Section XII. of the Absentee Regulations, to visit the Presidency on private affairs. The leave commenced on the 1st ultimo, and terminates on the 31st instant.

*Bombay Castle*, 21*st March* 1854.

Mr. C. E. F. Tytler, Acting Sub-Collector of Colaba, has been allowed to proceed into the Districts of that Sub-Collectorate on duty, from the 16th ultimo.

Captain J. Francis, Superintendent Poona and Tanna Revenue Survey, to be an Assistant to the Collector of Tanna.

*Bombay Castle*, 22*nd March* 1854.

Mr. H. B. Boswell, Second Assistant to the Collector and Magistrate of Rutnagherry, has been allowed leave of absence for one month, from the 20th instant, under Section XI. of the Absentee Regulations, to proceed to Bombay and the Deccan, on private affairs.

Mr. J. Mitchell, Assistant Superintendent Revenue Survey and Assessment Southern Mahratta Country, has been allowed leave of absence to proceed to the Presidency, on Medical certificate.

## *SEPARATE DEPARTMENT.*

*Bombay Castle*, 18*th March* 1854.

Mr. G. W. Anderson is permitted to remain at Poona, for the purpose of prosecuting his studies in the Hindoostanee language, instead of at Sattara, as authorised by Government Order dated 28th ultimo.

*By Order of the Right Honorable the Governor in Council,*
H. E. GOLDSMID, *Acting Chief Secretary.*

## *GENERAL DEPARTMENT.*

*Bombay Castle, 17th March* 1854.

Mr. R. D. Luard is permitted to resign the Honorable Company's Civil Service from the 13th instant.

*Bombay Castle, 22nd March* 1854.

Mr. A. C. Travers returned to his duty on the Bombay Civil Service on the 10th instant, with the permission of the Honorable the Court of Directors, and without prejudice to his rank.

Sub-Assistant Surgeon Lisboa is detached for the temporary charge of the Bandora Dispensary till Sub-Assistant Surgeon Anunta Chundroba joins.

Mr. H. Vears assumed charge of his appointment as Post Master in Khandeish on the 18th instant.

*By Order of the Right Honorable the Governor in Council,*

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

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TERRITORIAL DEPARTMENT,
REVENUE.

As required by Clause 2nd, Section XVI. Regulation II. of A. D. 1827, it is hereby notified, that by order of the Right Honorable the Governor in Council, the following Villages, at present attached to the Pergunnah of Matur, in the Kaira Collectorate, will, from and after the 31st July 1854, be transferred to the Pergunnah of Jettulpoor Duskrohie, in the Ahmedabad Collectorate :—

*Names of the Villages.*

1. Mullarpoor, with its Hamlet Kasseepoora.
2. Dutal.
3. Berae.
4. Pansolee.
5. Naika.
6. Kunera.
7. Govindpoora.
8. Wadala.
9. Damree.
10. Shetra.
11. Gobluj.
12. Kullolee.
13. Gorepoora.
14. Beeruj.

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

H. E. GOLDSMID,
Acting Chief Secy. to Government.

*Bombay Castle, 18th March* 1854.

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ટેરીટોરીઅલ ડીપારટમેનટ,
રીવીનીઉ.

શંને ૧૮૨૭ ના બીજા કાએદાની કલંમ ૧૬ રકંમ ૨ મુજબ જાહેર ખબર આપવામાં આવે છે જે મેડા જીલાના માતર પરગણામાં હાલ નીચે લખેલાં ગાંમો છે તે રાઈટ હંનરાબલ ગવરનર કાઊનશલના હુકંમ ઊપર થી તારીખ ૩૧ જુલઈ શંને ૧૮૫૪ થી તથા તારપછીથી આમદાબાદ જીલાની અંદર જેતલપોર દશકરોઈ પરગણું છુ તેમાં દાખલ કરવામાં આવશે તે ગાંમોની વીગત.

૧. મુલહારપુરા તથા તેનુમુવાડુ કાશીપુરા.
૨. ઢઢાલ.
૩. મરેઈ.
૪. પાંણશોલી.
૫. નાએકા.
૬. કનેરા.
૭. ગોવીંદપરા.
૮. વડાલા.
૯. ડામરી.
૧૦. શેતરા.
૧૧. ગાબેલજ.
૧૨. કલોલી.
૧૩. ગોરપુરા.
૧૪. બીડજ.

બમોજી બે હુકંમ બંદગાંન અલીનવાબમુશતે તાબહુજરત રાઈટ હંનરાબલ ગવરનર શાહેબબાહાદુર દર ઈજલાશકાઊનશલ.

નીશાણી
એચ. ઈ. ગોલડશમીડ,
આકટીંગ ચીફ શકરતારી નીા. શરકાર.

મુકાંમ જંજીરા મુબઈ તારીખ ૧૮ મારચશંને ૧૮૫૪ ઈશવી.

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TERRITORIAL DEPARTMENT,
REVENUE.

In conformity with the provisions of Act XX. of 1839, Section III., which requires that before any person can be punished for the offence of levying any Hucs or Fees of any description, and Customs, whether by land or sea, or any alienated share of Revenue, after the same shall have been abolished or relinquished by Government, the Order of Government for such abolition or relinquishment should be published in the Government Gazette of the said Presidency; Notice is hereby given, that the LEVY of Sea Customs Hucs, which were formerly collected at the Ports of GUNDEVEE and NOWSAREE, has been PROHIBITED by Government, and the prohibition is hereby notified, with a warning that parties who disobey this Order will be liable to punishment under the Section and Act above quoted.

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

H. E. GOLDSMID,
Acting Chief Secy. to Government.

*Bombay Castle, 22nd March* 1854.

ટેરીટોરીઅલ ડીપારટમેનટ,
રોવીનીઉ.

એહેવુજે ખુશકીના રશતાથી તથા જલ મારગથી કાંઇએ હક અથવા કાંઇએ પરકારની ફી તથા જગાત અથવા વશુલનો કાંઇ એ આપેલો હીશો લેવાની શરકારમાંથી મૂનાઇ થઆપછી એ લેવાના ગુનાવીશે કાંઇ એ માણશને શીમશા કરેઆની અગાઉ એહેવી મેનાઇ વીશે શરકારનો હુકમ નુબઇ ઇલાકાના શરકારી ગેજટમાં જહેર કરવુ જાઇએ એ એવુ શુંને ૧૮૩૯ ના વીશમા આકટ ની તરીજ કલમનાં ફરનાવીઉ છે તેઉપરથી જહેર મખર આપવામાં આવેછે જે ગણદેવી તથા નવશારીના બંદરોમાં અગાઉ જલ મારગની જકાતઉપરનો હક લેતા હતા તેની મેનાઇ શરકારમાંથી થઇ છે તથા આ મનાઇ જહેર કરીને એહેવી મખર આપવામાં આવેછે જે જે લોકો આ હુકમ નહી માંને તેઓને ઉપર લખેલી કલમોમાં તથા આકટમાં શીમશા ઠરાવેલી છે તે શીમશાને લાએક થાશે.

બમ્બાઇ હુકમ બંદગાંન અલી નવાબ મુશ
તેતાબહજરત રાઇટહંનરાબલ ગવરનર
શાહેબબાહાદુર દર ઇંજલાશ કાઉનશલ.

નીશાણી
એચ. ઇ. ગોલડશમીડ,
આકટીંગ ચીફ શકરતારી નીા. શરકાર.
તારીખ ૨૨ માહે મારચ શુંને ૧૮૫૪
ઇશવી મુકામ જબ્બરે મુબઇ.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

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TERRITORIAL DEPARTMENT,

REVENUE.

It is hereby notified for general information, that a WOODEN BEACON has been ERECTED on the Western shore of the GULF OF CAMBAY, on the edge of an Inlet called the Chor Kharee, about five (5) miles below the mouth of the Khoon Bunder or Dhollera Creek. The site is in Latitude 22° 10′, Longitude 72° 20′, about 15 miles S.W. by W. of the Flag Staff at Cambay, and 19 miles N.N.W. of the Pagoda at Dew Suggan, at the entrance to the Creek leading to Tankaria Bunder.

The Beacon does not carry a Light. It is constructed of open timber framing, in shape a narrow Pyramid, having a Cage of a lozenge form on the top, surmounted by a solid Block of wood. It is 50 feet in clear height from the ground. The lower half is Black, the upper White.

The Channel for vessels bound to Dhollera passes close to the bank on which this Landmark is built.

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

H. E. GOLDSMID,
Acting Chief Secy. to Government.

*Bombay Castle, 22nd March* 1854.

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ટેરીટોરીઅલ ડીપારટમેનટ,
રેવીનીઉ.

એહેવુજે શરવેને નાલંન થવાશારૂ જહેર કરવામાં આવેછે જે ખંભાએતની ખાડીના પશચંમ કીનારા ઉપર ખુણ બંદર અટલે ધોલેરાની ખાડી છે તેની આગલ પાંચ માઇલ ઉપર ચોર ખાડી એવે નામે છે તે ખાડીના કાંઠાઉપર લાકડાની ડાંડી બાંધી છે તે દેકાણના અકશાઉશ ૨૨ દીગરી અને ૧૦ મીનીટે છે તથા રેખાંઉશ ૭૨ ડીગરી અને ૨૦ મીનીટે છે તથા ખંભાએતનાં નીશાંણ ચડાવવાની ડાંડીની નેઇરૂત ખુણે મુનારે ૧૫ માઇલ છે અને ટંકારી બંદર તરફ ખાડી જાએ છે તેના નાહોડા આગલ દીવશનાં નનાં દેવલ છે તેહેના વાએવ ખુણ તરફ ૧૯ માઇલ છે.

શદરહુ ડાંડી ઉપર દીવા નથી તે ખુલા લાકડાંના ચોમઠાંથી બંનાવેલી છે તેની આકરતી શંખુ શરખી છે તેના શોખર ઉપર ગોલ આકારનુ પાંજરૂ છે તેની ઉપર એક નકર લાકડાંનો કડકો છે અને તે ડાંડી જમીનથી ૫૦ ફુટ શરલ ઊચી છે તથા તેનો નીચેનો અરધો ભાગ કાલો છે તથા ઉપરનો અરધો ભાગ શપેત છે.

ધોલેરે જનારાં વાંહાંણોનો રશતો જે કીનારા ઉપર શદરહુ નીશાંણ બાંધુ છે તેહેની પાશેથી જાએ છે.

બમ્બાઇ હુકમ બંદગાંન અલી નવાબ મુશ
તેતાબહજરત રાઇટહંનરાબલ ગવરનર
શાહેબબાહાદુર દર ઇંજલાશ કાઉનશલ.

નીશાંણી.
એચ. ઇ. ગોલડશમીડ,
આકટીંગ. ચીફ શકરતારી નીગબત શરકાર.
તારીખ ૨૨ માહે મારચ શુંને ૧૮૫૪
ઇશવી મુકામ જબ્બરે મુબઇ.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

ટેરિટોરિયલ ડિપાર્ટમેંટ,
રેવિન્યુ.

ઐસાજે સર્વીસ માલુમ હોણ્યાકરિતાં જાહીર કેલે જાતેં જે ખંબાયત ખાડીચે પશ્ચિમ કિનાન્યાવર ખુન બંદર મ્હણજે ધોલેરાચી ખાડી આહે ત્યાચે તોંડી પાંચ મૈલાવર ચોર ખાડી મ્હણોન આહે ત્યા ખાડીચે કાંઠાવર લાકડી દાંડી બાંધલી આહે ત્યા ઠિકાણાચા અક્ષાંશ બાવીસ ડિગ્રી દાહા મિન્યુટે આહે વ રેખાંશ બાહત્તર ડિગ્રી વીસ મિન્યુટે આહે વ ખંબાયત યેથે નિશાણ ચઢવિણ્યાચે દાંડાચે નૈઋત્યેસ સુમારે પંધરા મૈલ આહે આણિ ટંકારી બંદરાકડે ખાડી જાતે તીચે તોંડાજવળ દિઉસ ગાણ યેથે દેઊળ આહે ત્યાચે વાયવ્યેસ ૧૯ મૈલ આહે.

સદર્હૂ દાંડીવર દિવા નાહીં—તી ખુલી લાકડાંચે ચૌકટી ચી કેલી આહ તીચી આકૃતી શંખુ સારખી આહે તીચે શિખરાવર ગોલ આકૃતીચા પિંજરા આહે ત્યાજવર એક મરીબ લાકડાચા તુકડા આહે આણિ તી દાંડી જમીનીપાસૂન પન્નાસ

फुट सरळ उंच आहे—व तीचा खालचा अर्धा भाग काळा आहे व वरचा अर्धा भाग सफेद आहे.

धोळ्यास जाणारे गलबतांचा रस्ता ज्या किनाऱ्यावर सदर्हू निशाण बांधिलें आहे त्याजवळून जात आहे.

बमोजीबे हुकम बंदीगान आली नवाब मुस्ताब हजरत रैट हनरांबल गवरनर साहेब बाहादुर दरइजलास कौसल.

निशाणी

एच. ई. गोल्डस्मीड,

आकटिंग चीफ सक्रटारी निा सरकार.

तारीख २२ मार्च सन १८५४ इसवी मुकाम मुंबई.

H. L. ANDERSON,
Acting Secy. to Govt.,
In Charge Persian Department.

صادر ہوا ٹیریٹوریل ڈپارٹمنٹ ریوینیوسے

خاص وعام کو خبر دئي جاتي ہي کہ کھمبات کي کھاري کے مغربي کنارے پر یعنے دھلیرا کول یا خون بندر کے منہہ کے نیچے قریب پانچ میل جو پاني کا گذر ہي کہ جسکو چور کھاري کہتے ہین اُسکے کنارے پر ایک لکڑ کا نشان یعنے ڈانڈي باندھي گئي ہي وہ جاي ۲۲ درجہ اور ۱۰ دقیقے کي ارضي عرض پر اور ۷۲ درجے اور ۲۰ دقیقے کي طول پر ہي اور قریب کھمبات کے بندیرے کي جنوبي مغرب اور مغرب کي طرف قریب پندرا میل پر اور ٹنکاریہ بندرر کي طرف جو کول ہي اُسکے منہہ کے قریب جو دیول کہ دیوسگان مین ہي اُسکي شمال شمالي مغرب کي طرف اُنیس میل پر ہي

اُس نشان یعنے ڈانڈي پر کوئي چراغ یا روشني نہین ہي وہ مثل ایک پتلے مینار کي صورت لکڑ کے کھلے دھانچے مین باندھا ہوا ہي اور اُسکے سر پر ایک مدور پنجرا بھرم و مظبوط لکڑ پر چڑھایا ہوا ہي وہ صاف اونچائي مین زمین سے پچاس قدم ہي وہ نیچے آدھا کالا رنگا ہوا ہي اور آدھا اوپر کا سفید

جو جہاز کہ دھلیرے کو جاتے ہین سو اُس کھاري مذکور مین سے عبور کرتے ہین اور وہ کھاري اُس کنارے کے پاس سے بہتي ہي جس کنارے پر کہ وہ علامت ارضي مذکورہ باندھي گئي ہي

حسب حکم نواب مستطاب گورنر صاحب بہادر در اجلاس کونسل

( صحیح ) ایچ ایي گولڈ سمد

قایم مقام سرکاتب لحکومہ

منبئي مین بتاریخ ۲۲ ماہ مارچ ۱۸۵۴

H. L. ANDERSON,
Acting Secy. to Govt.,
In charge Persian Department.

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MEDICAL DEPARTMENT,
CIVIL.

The undermentioned Medical Subordinates are allowed leave of absence, as follows :—

First Hospital Assistant Venayek Wisswunath, Civil Hospital, Poona, for three months, to proceed to Shedball, on private affairs.

First Grade Apprentice Heeralall Doorgadass, of the Bandora Dispensary, for a month and a half, to proceed to Sholapore, on private affairs.

*Bombay, Medical Board Office, 17th March* 1854.

First Grade Apprentice Shaik Cassim, Civil Hospital, Dhoolia, is transferred to the Charitable Dispensary at Poona.

Second Grade Apprentice Oomrow Sing, Civil Hospital, Poona, is transferred to the Civil Hospital at Dhoolia.

Assistant Vaccinator Chotalall Ramshunker, North-Western Division of Guzerat, is discharged the Service, at his own request.

By order of the Medical Board,

F. MANISTY, Assist. Surgeon,
Secretary Medical Board.

*Bombay, Medical Board Office,*
*20th March* 1854.

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## Notice.

The Committee of Adjustment on the ESTATE of the late Captain GEORGE STACK, 24th Regt. N. I., Deputy Collector in Scinde, has paid over to the Military Secretary to Government the balance remaining, (after satisfying authorised claims,) viz., Co.'s Rupees Two thousand One hundred and Ninety-nine, and Eleven Pies (2,199-0-11).

J. D. STEWART, Major,
14th Regt. N. I.,
President Committee of Adjustment.

*Kurrachee, 6th March* 1854.

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## Advertisement.

Tenders are hereby invited for the CONVEYANCE of

(2) two Native Convicts to Singapore, and of

(1) one European Convict either to Calcutta, Madras, or direct to Western Australia.

*By Order of the Commander in Chief Indian Navy,*

F. G. BONE,
Secretary.

*Commodore's Office, Bombay,*
*21st March* 1854.

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## Notice

Is hereby given, for general information, that persons desirous of entering into a contract for SUPPLYING such articles of PROVISIONS embraced in the following Schedule as may be required by the Commissariat Department at Hyderabad, from the date a tender may be accepted up to the 31st January 1855, may, on application at this Office from 10 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 :—

Schedule No. 17, for Fresh Meat, &c. for the Troops, Hospitals, &c. in Garrison, and during the line of march by land and by water.

2. Tenders for the contract will be received at this Office on Friday the 7th April 1854, at 1 o'clock precisely, stating the 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 are to be delivered in the first instance at the Commissariat Stores at Hyderabad if required, and, afterwards to the indenting Department, in good condition, free of all charges beyond the stipulated price, in such number or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

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

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

| | Deposit before submitting a Tender. | Bonded Security on acceptance of any offer. |
|---|---|---|
| For Schedule No. 17, Co.'s Rs. 1,186 | | Co.'s Rs. 4,745 |

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others or may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of Rupees (50) fifty, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in para. 4 of this Notice will be forfeited to Government.

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

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

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

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

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

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

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

Schedule No. 17.... Rs. 23,727-12-0.

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

J. O'B. FORREST, Lieut.,
1st Class Commissariat Agent.

*Hyderabad, Commissariat Office,*
*24th February* 1854.

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## Notice

*Is hereby given, that persons desirous of entering into a contract for the* SUPPLY *of* FRESH MEAT to this Department, to commence from such date as may be determined on by the Military Board, and to terminate on the 31st January 1855, may, on application at this Office, from 9½ A. M. till 4½ P. M. daily, (Sundays excepted,) obtain copies of the Schedule and such information relating thereto as they require.

2. Sealed tenders for the contract will be received at this Office on Wednesday the 19th April 1854, at 12 o'clock precisely. These must specify, both in words and figures, the rate per cent.

above or below the prices exhibited in the above list at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, or of the sort usually supplied, and are to be delivered, in the first instance at the Commissariat Stores at Kurrachee if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such quantities as may from time to time be demanded and that the same are liable to examination and rejection by the executive Commissariat Officer or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. It is to be clearly understood that the articles specified in the Schedule are to be supplied to the Troops under the rules laid down in G. G. O. No. 613 of the 10th October 1853, and No. 33 of the 11th January 1854, copies of which may be seen at this Office.

4. No tender will be received unless accompanied by a deposit in cash of the sum of Rupees (2,448) two thousand four hundred and forty-eight, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract, when required to do so, on his tender being accepted, in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rupees (9,793) nine thousand seven hundred and ninety-three, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

5. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him, in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases thirty per cent. upon the amount of expenses incurred, or a maximum fine of Rupees (150) one hundred and fifty at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation of any article by a Committee constitutes 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 4 of this Notice, will be forfeited to Government.

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

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

8. Any party whose tender is accepted will be required to produce his sureties for the approval of the Camp Authorities within fifteen days from the date of the acceptance of his tender, or the contract will be resold. No reason will be stated for rejecting any security tendered.

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

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

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

12. The annual outlay on the above contract is estimated at Rupees 48,966-5-10.

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

C. BIRDWOOD, Major,
Acting Assistant Commissary General, Sc. D.

*Kurrachee, Commissariat Office,*
*18th March* 1854.

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## Notice.

Verbal offers will be received at this Office, at noon precisely on Monday next, the 27th instant, for the SUPPLY of the following ARTICLES, and of such others as this Department may be required to supply during the intermediate period, viz:—

8 Boxes, Deal-wood, of 1 inch thick plank each; length 2 feet 3 inches; breadth 2 feet 3 inches, depth 1 foot 10 inches.
8 Ditto ditto ditto, length 2 feet 11 inches; breadth 2 feet; length 2 feet 8 inches.
25 Ditto ditto ditto, length 2 feet 8 inches; breadth 2 feet 3 inches; depth 2 feet.
7 Ditto ditto ditto, length 4 feet 9 inches; breadth 2 feet 4 inches; depth 2 feet 6 inches.
6 Ditto ditto ditto, length 3 feet 4 inches; breadth 2 feet 6 inches; depth 2 feet 6 inches.

200 Bags of strong Canvas, to contain 300 to 360 lbs. of Flour each.
1 Sieve, Lawn, (Europe,) new.
1 Ditto ditto, to be repaired.
30 Mortars and Pestles, Wedgewood.
120 Buttons, Anchor.
Matting, (China,) double Nankin, as per muster.
100 Sheets Paper, Drawing, Cartridge.
4 Tables to be re-covered with Green Broad-cloth.
12 Files, Smooth or Polishing, Round, large.
12 Vices, Smith, Bench, small.
17 Locks, Pad, Brass, Double, Iron Shackle, small.
2000 Yards Gunny Paut, 8 inches.
2 Planes, Carpenter, (Europe,) Trying.
10 Saws, Tennon, 16 to 18-inch Blades, with Iron Back, for Cutting Metal.
2 Vices, Smith, Bench, medium.
24 Cwt. Hurds, Bhendy, loose.
100 Sacks, Coal, 3½ by 2 feet.
12 Bars Iron, Round, (English,) 1⅝-inch.
20 do. do. do. 1¾-inch.

An immediate deposit of ten per cent. on the amount of his offer (and where the amount of his 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.

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

*Bombay, Depy. Commy. Genl.'s Office,*
*22nd March* 1854.

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## MILITARY
## ARRIVALS AND DEPARTURES.

1854 ARRIVALS.

14th Mar.—Ensign Ross, 16th Regt. N. I., to join, from Rajcote.
15th „ Lieutenant Johnstone, 13th Regt. N. I., on duty, from Caranjah.
„ „ Captain J. G. B. Griffin, 3rd Madras European Infantry, to join, from Burmah.
„ „ Assistant Surgeon A. L. Williams, Medical Department, on general duty, from Oolwur.
16th „ Captain D. J. St. Clair, 13th Regt. N. I., to join, from Tanna.
„ „ Ensign Galloway, 13th Regt. N. I., to join, from Sattara.
„ „ Captain Wray, Artillery, on Medical certificate, from Sattara.
„ „ Brigadier M. Stack, C.B., Staff, on leave, from Malligaum.
17th Mar.—Lieutenant Knight, 16th Regt. N. I., on leave, from Tanna.
„ „ Ensign H. M. B. Sandwith, 3rd Regt. N. I., to join, from Dapoolee.
„ „ Lieutenant Colonel H. Sandwith, Native Veteran Battalion, on duty, from Dapoolee.
18th „ Captain A. Raitt, 16th Regt. N. I., on leave, from Tanna.
„ „ Lieutenant and Adjutant A. Giffard, 16th Regt. N. I., on leave, from Alibaugh.
19th „ Assistant Surgeon W. A. Shepherd, Indian Navy, on duty, from Surat.
„ „ Lieutenant Southey, Revenue Department, Scinde, on duty, from Ootacamund.
21st „ Cornet P. H. LeGeyt, 3rd Light Cavalry, on leave, from Poona.
„ „ Lieutenant W. Buchanan, 3rd European Regiment, on sick leave, from Poona.
„ „ Ensign Kirkland, 29th Regt. N. I., on leave, from Poona.
„ „ Major General Sir H. Somerset, Staff, on leave, from Kurrachee.
„ „ Lieutenant H. P. B. Berthon, Artillery, on leave, from Kurrachee.
„ „ Ensign J. S. D. Bolton, 11th Regt. N. I., on duty, from Asseerghur.
„ „ Lieutenant K. A. Becher, 43rd Bengal N. I., on furlough, from Kurrachee.
„ „ 2nd Lieutenant C. M. Smith, 1st Fusiliers, to join, from Kurrachee.
„ „ Captain R. R. Younghusband, Staff, on duty, from Nusseerabad.
„ „ Brigadier J. B. Hearsey, Staff, on furlough, from Seulkote.
„ „ Lieutenant J. Hearsey, 38th Bengal N. I., on sick leave, from Seulkote.
22nd „ Lieutenant J. P. Sandwith, 1st Fusiliers, on duty, from Baroda.
„ „ Lieutenant Warden, 4th Rifles, on leave, from Poona.

1854 DEPARTURES.

16th Mar.—Lieutenant and Adjutant A. Giffard, 16th Regt. N. I., on leave, to Alibagh.
„ „ Lieutenant Macintire, Hydrabad Contingent, to join, to Aurungabad.
17th „ Officiating Superintending Surgeon M. T. Kays, Southern Division Army, to join, to Belgaum.
„ „ Lieutenant Colonel J. Outram, Staff, to rejoin, to Baroda.
„ „ Captain J. Hall, Jodhpore Legion, on duty, to Erinpoorah.
„ „ Captain Battye, 27th Regt. N. I., on duty, to Baroda.
18th „ Surgeon W. Leggett, Medical Storekeeper, on sick leave, to Cape and Sea.
„ „ Lieutenant Knight, 16th Regt. N. I., on duty, to Tanna.
„ „ Captain W. Lodwick, 12th Regt. N. I., on Medical certificate, to the Cape of Good Hope.
„ „ Assistant Surgeon J. Lumsdaine, Civil Surgeon, on duty, to Nassick.
„ „ Surgeon J. W. Maillardet, 5th Madras Light Cavalry, on sick leave, to Singapore.
19th „ Captain A. Raitt, 16th Regt. N. I., to rejoin, to Tanna.
20th „ Ensign S. T. Whitehill, 29th Regt. N. I., to join, to Belgaum.
„ „ Ensign F. C. Donne, 3rd European Regiment, to join, to Poona.
„ „ Captain J. R. Cotter, Madras Horse Artillery, to join, to Bangalore.
„ „ Major D. M. Scobie, 29th Regt. N. I., to join, to Belgaum.

*Bombay, Town Major's Office,*
*22nd March* 1854.

## SHIPPING INTELLIGENCE.

ARRIVALS.

1854

15th Mar.—Steamer Mountstuart Elphinstone, C. W. McDonald, from Surat 14th instant.
*Passengers*—2 Gentlemen.

" " Steamer Sir J. R. Carnac, A. L. Taylor, from Surat 14th instant.
*Passengers*—Mr. and Mrs. Forbes, and 3 Children; Captain Griffin, 3rd Madras European Regt.; Miss Griffin; and 2 Children.

16th " P. & O. Co.'s Steamer Douro, G. W. Henderstedt, from London 27th December.
*Passengers*—Mrs. Henderstedt; A. A. Triscott; W. B. White; J. De Bowlay; J. Wynn; R. Robertson; T. Whitehead; T. Archibald; J. Hanson; W. Barker; and J. Byers.

17th " Steamer Sir J. R. Carnac, A. L. Taylor, from Surat 16th instant.
*Passengers*—Mr. and Mrs. Tucker.

18th " Steamer Lowjee Family, J. Bellew, from Surat 17th instant.
*Passengers*—15 Natives.

19th " H. C. Steamer Ajdaha, W. C. Barker, Esq., Commander, from Surat 18th instant.
*Passengers*—Ensign Benison, H. M. 64th Regt.; 23 Non-Commissioned Rank and File, and 3 Followers.

" " Barque Cocunda, John Evans, from Calcutta 28th January.
*Passenger*—N. Musleah.

20th " P. & O. Co.'s Steamer Malta, J. W. Purchase, from Hong-Kong 25th February.
*Passengers*—N. M. Seingrana, Esq., and Servant; Lieutenant H. A. Fraser; Messrs. Thomas, Rushton, Capel, McKenzie, Hollis, Pollard, Fauxhall, Brooks, F. M. Wales, W. Fotheringham, F. McClennan, D. Lucy, W. Pike, C. Bradford, and Servant; and 4 Natives..

" " French Ship Pauline, P. T. Pimbert, from Bushire 5th instant.
*Passengers*—Mr. and Mrs. Gasper; Mrs. Litchfield; Mr. J. Stevens; Mr. E. T. Arrattoon; 4 Servants; 3 Children; and 4 Persians.

" " Ship Nottingham, H. Robinson, from Liverpool 28th October.

" " Ship Hero of the Nile, R. A. Hunt, from London 17th November.
*Passenger*—Mr. A. Fullerton.

21st " Steamer Victoria, C. Menesse, from Kurrachee 18th instant.
*Passengers*—Major General Sir H. Somerset, K. C.B. and K.H.; Brigadier Hearsey; Lieutenant and Mrs. H. P. Berthon, Artillery; Lieutenant Baynes, H. M. 60th Rifles; Lieutenant C. W. Smith, 1st Fusiliers; Lieutenant C. D. Rick, H. M. 9th Lancers; Lieutenant Becher, 43rd Bengal N. I.; Captain and Mrs. Hall; Lieutenant Hearsey, 38th Bengal Infantry; Mr. Hill, H. M. 23rd Regt., with European Servant; Mrs. Shortrede and Infant; Mrs. Barnett's 2 Children, and European Female Servant. *Deck:* 9 Europeans and 27 Natives.

DEPARTURES.

1854

16th Mar.—Steamer Sir J. R. Carnac, A. L. Taylor, to Rutnagherry.

17th " Steamer Phlox, F. M. Ellis, to Tankaria.
*Passengers*—Colonel Outram; Captain Battye; Captain Hall; Mrs. Hull; Miss Pollock, and Servant.

18th " P. & O. Co.'s Steamer Cadiz, W. H. Roberts to Galle, Penang, Singapore, and Hong-Kong.
*Passengers*—Mrs. Tritton, and European Servant; Miss Leisching; Captain and Mrs. Lodwick, and Native Servant; Doctor and Mrs. Leggett, and Native Servant; Mr. Bouverie, H. M. 22nd Regt.; Mr. Bowing, Bengal C. S.; Dr. and Mrs. Mallarde, and Native Servant; Captain Ramsay; and 4 Natives.

18th Mar.—Steamer Sir J. R. Carnac, A. L. Taylor, to Surat.
*Passengers*—Several Natives.

" " Steamer Mountstuart Elphinstone, C. M. McDonald, to Surat.
*Passengers*—Two European Gentlemen; a Lady; and several Natives.

A. K. CORFIELD,
Senior Magistrate of Police.

*Bombay, Police Office, 21st March* 1854.

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NOTICE.—Verbal tenders will be received at the Office of the Superintendent of Repairs, at 2 o'clock P. M. on Friday the 24th instant, for the EXECUTION by contract of the undermentioned WORKS:—

Tables, Presses, Chairs, &c.

Estimates of the quantity of labour and materials to be expended, and plans and descriptive account of the works in question will, in the mean time, remain open for inspection in this Office, where any additional information regarding the same may be obtained.

A deposit of 5 per cent. will be required from the lowest bidder, to be forfeited in case of any evasion in signing the deed of contract.

The Superintendent of Repairs does not bind himself to accept the lowest, or any tender.

H. BROCK,
Assist. Superintendent of Repairs.

*Bombay, Supt. of Repairs' Office,*
*17th March* 1854.

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## Notice.

*In the Supreme Court of Judicature at Bombay.*
EQUITY SIDE.

JOSEPH MANLEY.....*Complainant,*

*versus*

JOHN ROBERT REID, Executor of the last Will and Testament of EDWARD WILLIAM HUNT, deceased.. *Defendant.*

PEREMPTORY ADVERTISEMENT.

BY an Order made by the Supreme Court of Judicature at Bombay in this Cause, on the thirtieth day of January last, all persons having or pretending to have any claim by way of inheritance or otherwise in certain Monies in the hands of the Accountant General in this Cause, standing to the Credit of an Account entitled the Estate of Sadsew Gumbajee, are, by themselves or by their Solicitors, to come in and prove their claims on or before the 10th day of April next, before me, in my Chambers in the Court House, Bombay, or in default they will be excluded from the benefit of the said Order.—Dated this 18th day of March 1854.

T. L. JENKINS,
Master in Equity.

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## 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. | 4 per cent. per ann. |
| On other Bills ..... | | |
| On ditto if secured by Govt. | | 8 „ „ |
| Paper ..... | | 7 „ „ |

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

RATES OF EXCHANGE.

| | | | |
|---|---|---|---|
| On London at 6 months' sight ..... | 2s. | 0 1/2d. | per Rupee. |
| „ „ 3 „ „ ..... | 2s. | 0 1/4d. | „ |
| „ „ 2 „ „ ..... | 2s. | 0d. | „ |
| „ „ 1 „ „ ..... | 1s. | 11 1/2d. | „ |
| „ „ 1 day's „ .... | 1s. | 11 3/4d. | „ |
| On Scotland 1 „ „ .... | | | |
| On Ireland 1 „ „ .... | | | |
| Circular Notes payable throughout Europe..... ..... | 1s. | 11 1/4d. | „ |

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

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

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

COMMISSION.

The rate of COMMISSION charged by this Agency on the purchase or sale of Government and other Securities, negociable 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, 22nd March* 1854.

## INDIA AND LONDON LIFE ASSURANCE COMPANY.

14, Waterloo Place, and
79, King William Street, London.

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

DIRECTORS.

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

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

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

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

AGENTS at CALCUTTA.—Messrs. ALLAN, DEFFELL & Co.
„ at MADRAS.—Messrs. AMALRIC & Co.

AT BOMBAY.

AGENTS.—Messrs. GREY & Co.
MEDICAL REFEREE.—H. J. CARTER, Esq., H. C. S.
SOLICITOR.—J. JEFFERSON, Esq.

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

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

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

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

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

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

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

GREY & Co., *Agents, Bombay.*

## ORIENTAL BANK CORPORATION.

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

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

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

*Bombay, 1st January* 1853.

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