

THE



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NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

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

Bombay Castle, 18th January 1832.

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

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

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

NOTICE.

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

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

MARINE DEPARTMENT.

The Right Honorable the Governor in Council is pleased to notify that the Monthly Mails to Suez, and Mid-monthly Mails to Aden, are intended to be despatched on the undermentioned dates, viz:—

- On the 28th April to Suez.
- On the 10th May to Aden.
- On the 23rd May to Suez.
- On the 20th June to Suez.
- On the 20th July to Suez.
- On the 30th August to Suez.
- On the 11th September to Aden.

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

T. MAUGHAN, Lieutenant Colonel,
Secretary to Government.

Bombay Castle, 17th April 1854.

Advertisement.

To be sold by PUBLIC AUCTION, at the Grand Arsenal, on Friday the 19th instant, at 12 o'clock (noon), sundry condemned ORDNANCE STORES, belonging to the Honorable Company. A list of the articles to be sold may be seen at the Office of the Principal Commissary of Ordnance.

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

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

M. F. WILLOUGHBY, Lieut. Col.,
Principal Commissary of Ordnance.

Bombay, Grand Arsenal,
10th May 1854.

અહેરનાંતુ

એહુવુન હંનરાયલ કંપનીનો ૨૬ કરેલો
પરચુરણ તોફાનાનો શાંતિન ગરાંનડ
આરથનલનાં ચાલતા મહોનાની તારીખ
૧૯ ની શુકરવારને દીને ચારવાગતે અહેર
લીલાંવ કરોને વચવાનાં આવશે—વચવાના
શાંતિનની ઈઆદી તોફાનાના મુખ્ય
કમીશરીની કચેરીનાં જાવાયાશ નલશે.

વચાણના કરાર.

પચાશ રૂપઆકરતાં અચતી કીમતના
લાટો લીધા એટલે દર શેકડે રૂકા ૨૦ પર
માણે અવેન અંનાંમત રાખવા જાઇએ
તથા શદરહુ કીમત કરતાં ને લાટો ઓછી
કીમતે વચશે તેનો અવેન તરત આપીને
લાટો તરત લેઇનવા.

ને લાટોગિપર અવેન અંનાંમત રાખશે

ते लाटे वेमांणी तारी मथी छ दीवशनी
अंदर अवेन मरीने लथेनवा. नहीतो अंनो
मतनो अवेन शरकार दामल थाशे तथा ते
शांनान करीथी वेमांनो आशे तेगु नो
अंन तथा अरम पेडेला अरीद दारने नाथे
पडशे.

नीशाणी

अम. अ. ३. छेडोपी, लकरनेनरकरनल,
तोफांनानो मुअय कमीसरी.
ता. १० मी नाडे अये शंने १८५४
छेडोपी मुकाम मुअय गरांनड
आरशनल.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा

ऐसाजे हनराबल कंपनीचे रद्द केलेले तोफखान्याचे किर-
कोळ सामान ग्रांड आरसेनेल येथे चालते महिन्याची तारीख
१९ शुक्रवारचे रोजी बारा वाजता जाहिर लेलाव करून
विकले जाईल—विकावयाचे सामानाची याद तोफखान्याचे
मुख्य कमीसरीचे कचेरीत पाहावयास मिळेल.

विक्रीचा करार.

पन्नास रुपयापेक्षा ज्यास्ती किमतीचा लाट घेतला म्हणजे
दर शेकडा टके २० प्रमाणे एवज अमानत ठेविला पाहिजे
व सदर किमतीपेक्षा कमी जे लाट विकतील त्याचा एवज
तोफाळ देउन लाट घेउन जावे.

ज्या लाटावर एवज अमानत ठेविली ते लाट विकरीचे
तारीखेपासून साहा दिवसाचे आंत एवज भरून घेउन जावे
नाहीतर अमानतीचा एवज सरकार दाखल होईल ते सामान
पुन्हा विकतील त्याचे जोखम व खर्च पहिले खरीद दाराचे
माथा पडेल.

निशाणी

एम. एफ. उइलबी, लेफ्टनंट कर्नल,
तोफखान्याचे मुख्य कमीसरी.

तारीख १० मे सन १८५४ इसवी मुकाम
मुंबई ग्रांड असेनल.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice

Is hereby given, that verbal offers will be re-
ceived at this Office, at 12 o'clock precisely on
Saturday, the 20th instant, for supplying cleaned
GRAM and MUTT to the Commissariat Department at Poona and Kirkee, from 1st June 1854 to
the 28th February 1855.

The Grain must be of unexceptionable quality,
of the description usually furnished to this depart-
ment, and delivered daily, free of expense beyond
the stipulated price, into the Commissariat Stores,
or at the Cavalry or Horse Artillery Lines at
Poona and Kirkee, as may be ordered. If any
Grain tendered is considered objectionable by the
executive Commissariat Officer, or the indenting
Officers, and is not immediately exchanged by the

contractor, the required quantity will be purchased
by this department, without delay, at his risk and
cost; and in all such cases (30) thirty per cent.
upon the amount of the expenses incurred, or a
fine of Rupees (50) fifty, at the option of the exe-
cutive Commissariat Officer, will be levied as liqui-
dated damages for each and every such breach of
contract; it being understood that the simple
condemnation of any quantity of Grain by a Com-
mittee constitutes such breach of contract, whe-
ther the rejected Grain be replaced by the con-
tractor 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 below mentioned will be forfeited
to Government.

The contract will only extend to Poona and
Kirkee, but in the event of any of the Mounted
Corps or Public Cattle moving, the contractor
must supply one month's Grain for use on the
march, if required, as well as for any Troops
temporarily stationed at the above Stations.

Biddings for the contract will be in the Com-
pany's Rupees. No person will be permitted to
bid who has not previously deposited in this Of-
fice Rupees (2,680) two thousand six hundred and
eighty, which sum will be forfeited in the event of
delay, evasion, or refusal on the part of any bidder
to execute the necessary deed of contract when
required to do so, in the event of his offer being
accepted. Bonded security to the further amount
of Company's Rupees (10,720) ten thousand
seven hundred and twenty, in addition to the
above-mentioned deposit, will also be required
previous to the execution of the contract, and the
whole will be held as a guarantee for its due ful-
filment.

Any parties whose offers are accepted will be
required to produce their sureties for the approval
of the Civil or Bazar Authorities, as necessary,
within (15) fifteen days from the date of the accep-
tance of their offers, or the contract will be resold.
No reason will be stated for rejecting any securi-
ties offered.

Sums retrenched by the Military Board will be
recovered from the first bill subsequently presented
for payment by the contractor; if such retrench-
ments are eventually remitted, the amount will be
refunded to him.

The annual outlay on account of the contract is
estimated at Rupees (71,500) seventy-one thou-
sand and five hundred, viz :—

For Gram, Rupees (69,100) sixty-nine thousand
and one hundred.

For Mutt, Rupees (2,400) two thousand and four
hundred.

Persons who, after offering for the contract, fail
to furnish the necessary security, will be inter-
dicted from bidding on future occasions.

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

Further particulars will be made known on ap-
plication at this Office, any day from 10 to 5
o'clock (Sundays excepted).

T. G. FRASER, Major,

Assist. Commissary General, P. D. A.

Poona, Commissariat Office,
1st May 1854.

Notice.

The Judges of the Sudder Dewanee Adawlut have issued SUNNDS to the undermentioned individuals, authorising them to practise as VAKEELS in the several Zillah Courts mentioned :—

Names.	Date of the Sunnud.	Zillah.
	1854	
Kallidass Bhow	12th April	Surat.
Ootumram Jugceewundass.	Ditto ..	Ditto.
Luximun Gopal	Ditto ..	Konkun.
Pandoorung Bapoosing ...	Ditto ..	Ahmednuggur.
Suddasew Bulwunt	19th ditto.	Ditto.
Trimbuck Ramchunder ..	Ditto ..	Konkun.
Wamunjee Narayan	Ditto ..	Ditto.
Blasker Ruggeonath	Ditto ..	Ditto.
Bulwuntrow Succaram	26th ditto.	Ditto.
Luximun Ramchunder ...	Ditto ..	Ditto.
Balajee Rowjee	10th May.	Ditto.
Narrain Guunesh	Ditto ..	Ditto.

By Order of the Sudder Dewanee Adawlut,

M. A. COXON,

Acting Registrar.

Bombay, Sudder Dewanee Adawlut,

11th May 1854.

Notice

Is hereby given; that verbal offers for the contracts for the exclusive privilege of SELLING ARRACK, COUNTRY LIQUOR, and INTOXICATING DRUGS, Ganja, Opium, Chruss, Bhang, and Mahajum, to the Native Troops and Camp Followers composing the Deesa Field Brigade, for the term of one year, commencing from the 1st June 1854, will take place at the Office of the Superintendent of Bazars and Police, Deesa, at noon on the 2nd day of June 1854, and sealed tenders, accompanied by the requisite cash deposits, will also be received at the Commissary General's Office, Bombay, on the above-mentioned day and hour.

2. The Native Troops composing the Deesa Field Brigade are as follows :—

	Strength.
1 Regiment of Native Infantry	744
1 Squadron of Light Cavalry	130
Camp Followers	10,966

3. The strength of Regiments, &c. to be computed agreeably to the number of men actually present with the Force on the date of the sale, which will be duly notified to the bidders at the time, and the amount of monthly payments shall not be increased or decreased on account of Troops arriving at or departing from the Brigade, unless the strength of such details exceeds one-fourth the number of men on account of whom the contract has been entered into; and it is to be distinctly understood that any alteration in the number of Camp Followers will not entitle the contractors to claim any remission in the payment of the stipulated monthly amount of their respective engagements. The departure of Troops from the Cantonment as above specified will alone give claim for remission.

4. The tenders, verbal and sealed, are to specify the amount offered for the contracts in Company's Rupees, and no persons will be allowed to bid or

tender for the contracts unless they previously deposit in this Office, and in that of the Commissary General's Office at Bombay, the sum of Co.'s Rupees five hundred (500) for the Liquor contract, and Rupees twenty-five (25) for the Drug contract, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deeds of contract; and the person whose offer or tender is accepted will be required to add thereto a further sum sufficient to complete the amount to one month's stipulated payment in advance, which sum (including the above 500 Rupees and 25 Rupees) will be retained as a deposit in the Superintendent of Bazars' Office until the expiration of the engagement.

5. The contractors will be required to furnish two unexceptionable securities, who will have to bind themselves for the due fulfilment of the contracts, and to make good all deficiencies in the payment of the same.

6. The contractors will have to make the monthly payment on account of this contract in advance, on the 1st of each month, commencing from the 1st July 1854.

7. The contractors will also be bound to defray the expenses of maintaining a Preventive Police, where and whenever the entertainment of such may be found necessary by the Commanding Officer, for suppressing the clandestine sale of Spirits to the European Troops.

8. The contracts are to be taken with all their advantages and drawbacks, and the contractors will not be considered entitled to any remission in consequence of failure of seasons, scarcity, drought, or any other causes whatever, save those distinctly specified in the contract, consequently all petitions for remission of monthly payments will not be attended to.

9. Further particulars relative to these contracts may be learned on application at the Office of the Superintendent of Bazars at Deesa, and at that of the Commissary General of the Army in Bombay, from 10 o'clock A. M. till 4 P. M. daily, Sundays excepted.

10. The conditions of these contracts will not be considered in any respect binding or in force until confirmed by the Military Board.

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

R. J. SHAW, Captain,

Assistant Commissary General N. D. A.,
In Charge Bazars and Police Deesa Field Brigade.

Sudder Bazar, Choury and Police Office,

Camp near Deesa, 1st April 1854.

જાહેર નામર.

આપીએ છે ને શ્રી દીશાની કાંપના રેમ તથા કંતરી દારૂ તથા ગાંજા અફીમ ચરશ ભાંગ તથા માહુજમ લશ્કરી રહેઅત તથા કાલા શીપાઈઓને વચવાનો ગુતા વરશ ૧ શુધીનો કરવાનો છે તારીખ ૧ જુલાઈ રૂને ૧૮૫૪ થી તે તેજુ હરાજ તારીખ ૨ જુન રૂને ૧૮૫૪ ને દીવડે બપોરના શ્રી દીશાના બજાર તથા પોલીસ માયતરની હાફી રૂનાં થામે તથા ગુપાઈનાં કાંતિયરી બનરા લ શાહેબની હાફીરૂનાં બપર લખેદ દીવડે

તથા વખતે બીડેલીઓ ચીઠીઓ પણ એ
ગુતા સંબંધી લેશે તથા તે ચીઠીઓની શાથે
અનામત રૂપીઆ પણ મુકાવશે.

૨. કાલા શીપાઈઓ દીયાના લશકરનાં
છે તેની વીગત.

૧ પલટણ કાલી પેદલની ૭૪૪

૧ ઇંચકાદરન કાલી તરપની ૧૩૦

લશકરો રહીઅત ૧૦૯૬૬

૩. પલટણ વીગેરેનાં માંણસ ને દીવસે
ગુતો હરાજ થાય તે દીવસે જરૂર હશે તેને
હીશાયે ગણતરી લેવાશે ને તે માંણસોની ગ
ણતરી ને વેલા હરાજ થાય તે વેલાએ શ
રવે કોઈ ગુતો લેવા આવશે તેમને ખતાવ
શે અને ને કોઈ દર મહીને શરકારને ભર
વાની માંગણીનાં ઠરશે તેનાં કોઈ શીપાઈ
કાપનાં આવે અથવા જાએ તેના શખ્સથી
તે ભરણાનાં ઓછુ અતકુ થવાનું નથી શવા
એ કે હાલ ને લશકર છે તેના ઊપરથી ગુ
તો કરવાનો છે ને લશકરનો ઓથો હીસા
વધે છેઆ ધરેતો ગુતાના પગારમાંથી તેની
વધગરનું મજરે લેવું આપવું ઠરશે ને આ
મીત શમજવું કે કેમ ક્લેવર જાએ અથ
વા આવે તો કંટારાટ વાલાનો કોઈ દર દાવો
નહી ને વલતરપણ મલશે નહી કુકલ ઊપર
લખા પરનાં નેટીવ તરપ જાએ તેનો
દાવો ઊપર લખા પરનાં મલશે.

૪. હરાજનાં તથા બીડેલી ચીઠીનાં ન
ણાજ કે આટલા રૂપીઆ દર મહીને કંપની
શીકાના શરકારને આપીશું ને ને કોઈ હરાજ
નાં માંગણી કરવાને આવશે તથા મુખાઈ
કંનેશરી જનરાલ શાહેબની હપીશનાં ચીઠી
આપવા જાએ ને ધણી પેહેલાંથી અનામતના
૩. ૫૦૦ દારૂના ગુતાના તથા ૩. ૨૫ ગાંજા
અફીમ વીગેરેના ગુતાનો ના નહી મુકશે
તો તેની ચીઠીઓ લેશે નહી અને ને કોઈ
ધણી હરાજનાં બોલાવણે તથા ચીઠીઓ
આપાવણે કંટારાટના કાગજ ઊપર મહી કર
વાને ઢીલ કરશે આ બોહાંનું કાઢશે અથવા
નાં મુકર જાએ તો તે અનામતના રૂપીઆ
શરકાર દાખલ થાય ને ને શખ્સની માંગ
ણી અથવા ચીઠી મંજુર થશે તે ધણીપાશે
થી બીજા રૂપીઆ બાકીના જરૂર એક મહી
નાના ભરણાનાં ઠરશે તેટલા પુરા કરાવી લે
શે પેશગી રામવાને વાશતે અને તે પેશગીના
રૂપીઆ જખર માશતર શાહેબની તીજારી
નાં અનામત રેહુશે જામુધી ગુતો પુરો થાય
તેહાંમુધી.

૫. વહી એશવાએ ગુતો રાખનાર ધણી
એ શારા આપદદાર અને નોતેય જામીન
આપે તે જામીન પોતે પામે રહીને ગુતો
ખંરાબર કરોર પરનાં એલાવે અને કદી
શરકારના ભરણાનાં ઓટ પડે તે જામીન
પુરી કરી આપે.

૬. ગુતાવાલા ધણી ગુતાનું દર મહીન
નું ભરણું દર મહીનાની પેલી તારીએ પેશગી
આપે તે તારીખ ૧ જુલઈ શંને ૧૮૫૪ થી
શર કરે.

૭. કદાપી કોઈ જાનો દારૂ ગોરા શોજ
રોને વચ્ચે હોએ તેને પકડવાને કનાઈંગ
શાહેબ મુનાશખ જાંણે ને પોલીશના માંણસ
જાંહાં કેથે રાખવાં જાઈએ તો તે રાખવાનો
ને ખરચ થશે તે ગુતો લેનાર ધણીઓને
આપવા પડશે.

૮. આ ગુતા કોઈ લે તેનો નશો તથા
મુકશાન તે ધણીનું છે અને ગુતાવાલા ધ
ણીને અશનાંની શુલતાની સંબંધી કશું મજ
રે મલનાર નથી શવાએ ને કોઈ મુકુ કંટ
રાટનાં લખેલું છે તેથી બીજું કોઈ મજરે
મલશે નહી વાશતે ને કોઈ અરજ કરશે તે
ગુતાના રૂપીઆમાંથી પાછું મજરે લેવાને
તે અરજ કોઈ શાંભલશે નહી.

૯. આ કંટારાટ સંબંધી વગતવારે પુછ
વું હશે તો શ્રી દીયાના કાંપમધે પજાર
તથા પોલીશ માશતરની હાફીશનાં તથા મુ
ખાઈ મધે કંનેશરી જનરાલ શાહેબની હાફી
શનાં રવીવાર શવાએ દરરોજ કલાક ૧૦
થી કલાક ૪ મુધી અરજ કરશે તેને ખતલા
વી વાકફ કરશે.

૧૦. ગુતો જાંહાં શુધી મીલટરો ઘોરડ
મંજુરી કરે તાંહાં શુધી કશી પરકારે મુકરર
થઓ નાંણવા નહી.

૧૧. ને કોઈની ચીટી અથવા માંગણી
રદ કરશે તેનું કારણ કંશે નહી.

શદર જખર આવડી એન પોલીશ
હાફીશ કાંપ દીશ તારીખ
૧ લી અપરેલ શંને ૧૮૫૪.

R. J. SHAW, Captain,

Assist. Commy. General N. D. A.,
In Charge Bazars and Police, Deesa Field Brigade.

Notice

Is hereby given, that sealed tenders will be received by the Acting Deputy Commissary General for the CONVEYANCE to London of the following Boxes of MILITARY STORES, consigned to the Honorable the Court of Directors, London:—

(512) Five hundred and twelve Boxes of Military Stores, consigned to the Honorable the Court of Directors, the tonnage of which (calculated by measurement at 40 feet per ton) is about 100 tons, less or more. The name of the Vessel on which it is proposed to convey the Boxes is to be inserted in the tender.

Further particulars may be learnt on application at this Office, from 10½ A. M. to 5 P. M. daily, Sundays excepted.

A. W. LUCAS, Captain,

For Acting Deputy Commissary General.
Bombay, Depy. Commy. Genl.'s Office,
8th March 1854.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
The 7th April 1854.

The following Act, passed by the Governor General of India in Council on the 7th April 1854, is hereby promulgated for general information:—

ACT No. XIII. OF 1854.

An Act to repeal Act No. VI. of 1852, and to make Provision for defraying the Cost of the Light-House on Pedra Branca, and for maintaining the same, and also a Floating Light established in the Straits of Malacca, to the West of Singapore, and for the Establishment and Maintenance of such further Lights in or near to the said Straits as may be deemed expedient.

Whereas it was deemed desirable, for the safety and guidance of Ships navigating the China Seas, to build a Light-House on the Island Rock called Pedra Branca, situate at the Eastern entrance of the Straits of Singapore; and whereas certain sums of money were subscribed by private individuals for that purpose, but the same were insufficient to defray the expense of building such Light-House; and whereas the East India Company agreed to build such Light-House, and to advance certain sums of money to complete the same, on condition the said sums of money should be repaid to them by the levy of certain tolls; and whereas, since the passing of Act No. VI. 1852, a Floating Light has been established by the East India Company in the Straits of Malacca to the West of Singapore, at a place called the 24-fathom bank, and it may hereafter be deemed expedient to establish and maintain other lights or beacons in or near to the said Straits, for the safety and guidance of Ships navigating the same; and whereas many Ships which derive the benefit of the Horsburgh Light and the said Floating Light established as aforesaid, do not contribute to the expense thereof, and it is just and reasonable that they should be liable so to do; It is enacted as follows:—

I. Act No. VI. 1852 is hereby repealed, except so far as it relates to any act already done under the same, or to any toll now due under the provisions thereof, or to any proceedings already adopted, or hereafter to be adopted, for the recovery of any such toll.

II. The Light-House on Pedra Branca aforesaid shall continue to be called "The Horsburgh Light-House," and the said Light-House, and the appurtenances thereunto belonging, or occupied for the purposes thereof, and all the fixtures, apparatus, and furniture belonging thereto, shall remain the property of, and be absolutely vested in, the East India Company and their successors.

III. The light maintained at the Horsburgh Light-House, and the said Floating Light established as aforesaid, and such other light or lights as shall be established by the East India Company in lieu of such Floating Light, or in addition thereto, in or near to the Straits of Malacca or Singapore, shall be called "The Straits' Lights."

IV. If, after the passing of this Act, any Ship, of the burden of fifty tons or upwards, shall depart from or enter any port, harbour, or roadstead in the possession or under the government of the East India Company, upon, or during, or at the termination of any voyage, in the ordinary course of which she would pass any of the said lights, a toll shall be paid in respect of such Ship, except in the cases hereinafter mentioned, at the rates following, that is to say—

1. If the voyage be one in the ordinary course whereof such Ship would pass the whole of the said lights, at the rate of one anna for every ton of her burden.

2. If the voyage be one in the ordinary course of which she would pass any one or more of the said

lights, but not all of them, at the rate of half an anna for every ton of her burden. Provided, that such toll shall not be payable at any such port or place, if such toll shall have been paid at the same or any other port or place under the government of the East India Company in respect of the same voyage, and a proper voucher for such payment shall be produced, or other satisfactory proof of such payment given. Provided also, that no toll shall be payable under this Act on account of any Ship in respect of any voyage for which toll hath been already paid, or become payable under the said Act No. VI. 1852, or during the period covered by such payment.

V. The return of a Ship from any port or place shall be deemed a distinct voyage within the meaning of this Act, notwithstanding toll shall have been paid in respect of her voyage to such port or place, and notwithstanding the terms of any Charter-party.

VI. All Ships of War belonging to Her Majesty, or to any Foreign Government or State, and all Ships belonging to the East India Company, shall be exempt from the payment of such toll.

VII. And whereas there are certain Vessels of small burden, called Straits' traders, which are engaged in the trade carried on between different ports and places within or near to the said Straits, and it is just and reasonable that such Vessels should not be charged full toll in respect of any voyage in the course of such trade; It is therefore enacted, that in respect of any voyage which shall be made by any such Vessel in the course of such trade, toll shall be paid at only one-half of the rate at which it shall be payable in other cases under this Act.

VIII. The management and control of the said "Horsburgh Light-House," and of the said Straits' Lights, are hereby vested in the Governor of the Straits' Settlements.

IX. The said Governor may appoint any person he may think fit to be a collector of the tolls payable under this Act, at any port, harbour, or place under his government.

X. The Funds raised by the tolls payable under this Act shall be applicable in the first place to defray the necessary expenses of maintaining and keeping up the said Light-House and the said Straits' Lights, and the establishment and maintenance of such other lights as aforesaid, as the Governor General of India in Council may think fit to establish and maintain, and all necessary expenses incidental thereto; and the surplus thereof shall, from time to time, be applied in liquidation of the moneys advanced by the East India Company towards the erection and completion of the said Light-House, and the apparatus and furniture thereof.

XI. The toll to be levied under this Act shall become due and be payable in respect of any Ship clearing out or departing from any port, harbour, or roadstead in the possession or under the government of the East India Company, upon any such voyage as aforesaid, previously to the granting of any Port-Clearance for such Ship, or, in the event of her not requiring a Port-Clearance, on her preparing to leave such port, harbour, or roadstead on such voyage; and in respect of any Ship entering any such port, harbour, or roadstead as aforesaid, upon, or during, or at the termination of any such voyage from any port or place not under the government of the East India Company, the toll shall be payable immediately upon her entering such port, harbour, or roadstead.

XII. The Collector or other Chief Officer of Customs at any port, harbour, or place in the possession or under the government of the East India Company, or any other Officer whom the Government to which such port, harbour, or place is subordinate may appoint to receive the tolls above mentioned, shall collect the same by himself, or by any Officer in his establishment whom he shall appoint. The Officer to whom any such toll shall be paid shall grant to the person paying the

same a proper voucher in writing, under his hand, describing the name of his office, and the port or place at which such payment shall be made, the name, tonnage, and other proper description of the Ship, and the voyage in respect of which such toll shall be paid.

XIII. The Officer of Government whose duty it shall be to grant a Port-Clearance for any Ship clearing out of, or leaving any such port, harbour, or place under the Government of the East India Company, shall not grant such Port-Clearance to any Ship until the Owner or Agent of such Ship, or the Master or other person in command thereof, shall pay all tolls to which such Ship shall be liable under this Act, or produce a proper voucher for, or give satisfactory proof of the payment of such tolls at the same or some other port or place. If any Master or Owner, or other person having the charge of any Ship liable to the payment of any tolls under this Act, shall refuse or neglect to pay the amount thereof to the person authorized to collect or receive the same, such person may distrain or cause to be distrained, any goods, or merchandize, to whomsoever the same may belong, on board such Ship, and any tackle, apparel, or furniture belonging to such Ship, and may remove the same, or cause the same to be removed to some convenient place, leaving on board such Ship notice in writing of such distress, and of the cause thereof, and of the place of removal. If such tolls, together with the costs of such distress and removal, shall not be paid within three whole days after the seizure, exclusive of the day of such seizure, the person authorized to collect or receive such tolls may cause the goods, merchandize, tackle, apparel, and furniture so seized to be sold, and out of the proceeds of such sale shall pay the amount of the tolls to which such Ship may be liable under this Act, together with the reasonable costs of such seizure, detention, and sale, rendering to the Master or Owner, or other person having the command of such Vessel, the overplus, if any, on demand.

XIV. Notwithstanding any thing in this Act contained, the person authorized to collect the said tolls at any such port, harbour or place as aforesaid, may, in his own name, sue for and recover, on behalf of the East India Company, the amount of any tolls payable to him under this Act, by action in any of the Civil Courts of Her Majesty, or of the East India Company, against the Owner or Master, or other person, who, at the time of such toll becoming due, shall have the command of any Ship liable thereto.

XV. In order to ascertain the burden of any Ship liable to pay toll under this Act, the person authorized to collect such toll may require the Owner, Master or other person in command of such Ship, or any person having possession of the same, to produce the register of such Ship for the inspection of such person, if the Ship shall be a British registered Ship or a Ship registered in any part of the territories of the East India Company, and upon the refusal or neglect of any such Owner, Master, or other person to produce such register, or if such Ship shall not be a Ship registered as aforesaid, upon the refusal or neglect of such Owner or Master to satisfy the person authorized to collect such tolls as to what is the true burden of the Ship, it shall be lawful for such person to cause such ship to be measured at the expense of the Master thereof, and such expense shall be receivable in the same manner as tolls payable under this Act; or it shall be lawful for such person to deliver to such Master, Owner or other person in command of the Ship, or in the possession thereof, or to leave for him on board such Ship, a notice in writing, specifying what, in his judgment, is the burden of the Ship, and the burden specified in such notice shall be deemed to be the real burden of the Ship and be treated as such for all the purposes of this Act, until the Owner, Master, or other person having the command of the Ship shall give sufficient proof of the true burden thereof.

XVI. The Master of any Ship which shall depart

from or enter any such port, harbour, or roadstead as aforesaid, upon, or in the course of, or at the termination of any voyage, shall, upon demand by any person authorized to collect or receive tolls under this Act, specify upon what voyage he is bound, and if any Master of any such Ship shall refuse or neglect so to do, or shall give a false statement, or shall endeavour to evade the payment of any tolls payable under this Act, or shall obstruct any Officer of Government in the discharge of his duty under this Act, he shall be punishable by a Magistrate in a summary manner by a fine not exceeding two hundred rupees.

XVII. If any dispute shall arise respecting the liability of any Ship to the payment of toll under this Act, or in respect of the burden of any Ship, or the amount of toll payable, or the amount of any charges on account of any distress, removal, or sale under this Act, such dispute shall be heard and determined by a Magistrate in a summary manner, and the decision of such Magistrate shall be final.

XVIII. The Governor General of India in Council may, from time to time, as he may think fit, reduce the tolls payable under this Act, in respect of all vessels, or of any particular class or classes of vessels, and again raise the same to any amount not exceeding the amounts above specified.

XIX. The word "Ship" throughout this Act shall be held to mean and include a Schooner, Cutter, Brig, Brigantine, Barque, Steam-vessel, and any square-rigged Vessel. The word "Master" shall mean any person having the Command of a Ship. The word "Magistrate" shall be deemed to include a Joint Magistrate and any person lawfully exercising the powers of a Magistrate, and a Justice of the Peace.

C. ALLEN,

Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 15th April 1854.

The following Act is brought up before the Legislative Council this day. The Governor General of India in Council being desirous that no time should be lost in passing the Act, Resolved:—That the rule requiring that no draft of a law shall be ordered to be published till at least one week shall have elapsed from the day on which it was first laid before the Council of India in its Legislative Department, and that the Rules requiring that all Acts of the Governor General of India in Council shall be brought up for second reading in two months or in three months from the date of the first reading, be suspended in respect to the following proposed Act, and that it be at once passed into law.

ACT No. XIV. OF 1854.

An Act to continue the Operation of Act No. XIX. of 1845 until the 30th day of April 1855.

Whereas Act No. XIX. of 1845, entitled An Act for incorporating the Assam Company, will cease to have effect after the 30th day of April 1854, and it is expedient that some temporary arrangement should be effected to prevent inconvenience to the interests of the Company by the expiry of its Charter before the necessary inquiries connected with a proposition for the renewal and extension of the Charter for a lengthened period can be completed; It is enacted as follows:—

I. Act No. XIX. of 1845 shall continue to be in force until the 30th day of April 1855.

C. ALLEN,

Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
The 15th April 1854.

The following draft of a proposed Act was read in Council for the first time on the 15th April 1854:—

ACT No. — of 1854.

An Act for removing the Prohibition against the Importation of Foreign Sugar.

Whereas by the provisions of a Statute passed in the 12th year of the reign of Her present Majesty, the duties to be levied on the importation of Sugar from different places into the United Kingdom, after the 5th day of July 1854, have been equalised; It is enacted as follows:—

I. From and after the date above mentioned, Acts XXXII. of 1836, XV. of 1839, XI. of 1842, and so much of Act XIV. of 1843 as prohibits the importation of sugar into any part of the North-Western Provinces of the Presidency of Bengal, shall be repealed.

Ordered, that the draft now read be published for general information.

Ordered, that the said draft be reconsidered at the first meeting of the Legislative Council of India after the 15th day of June next.

C. ALLEN,

Offg. Secy. to the Govt. of India.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,
The 15th April 1854.

The following Draft of a proposed Act was read in Council for the first time on the 15th April 1854:—

ACT No. — of 1854.

An Act for the more easy Recovery of Small Debts and Demands in the Territories subject to the Government of the East India Company.

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

I. It shall be lawful for the Executive Government of each of the Presidencies of Fort William in Bengal, Fort St. George, and Bombay, and for any Lieutenant Governor of any of the territories for the time being, subject to the Government of the East India Company, at any time after the passing of this Act, and at any place under their Governments respectively, not being within the local limits of the jurisdiction of any of the Supreme Courts of Judicature at Fort William, Madras, and Bombay, to invest any Court now existing with power to try causes under this Act, or, with the previous sanction of the Governor General of India in Council, to constitute a separate Court to try such causes, to abolish any Court so constituted, to appoint from time to time a Judge or Judges of every such Court, with the required establishment of Officers of the Court, and to determine from time to time the territorial limits of the jurisdiction of every Court so constituted or empowered.

II. All suits for money due, except as hereinafter provided, whether on bond or other contract, or for rent or for personal property, or for the value of such property, or for damages, when the debt, damage, or demand does not exceed in amount or value the sum of one hundred Rupees, or such higher sum not exceeding five hundred Rupees, as may from time to time be fixed by the Executive Government for any particular Court or District, shall be of the nature of a summary action, and shall be heard and determined in a summary way under the following Rules.

III. No person whatever shall, by reason of place of birth, or by reason of descent, be excepted from the jurisdiction of any Court constituted or empowered under this Act; and every such Court shall be competent to hear and determine all claims of the nature described in the preceding Section, when the cause of action shall have arisen, or the Defendant, at the time of the commencement of the suit, shall reside as a fixed inhabitant within the limits of such Court.

IV. A summary action shall not lie on a balance of a partnership account, unless the balance shall have been struck, or to recover any sum of money in whole or in part of a share under an intestacy, or of a legacy under a Will, or for any claim relating to arrears or executions of rent, or to alleged illegal distraint for rent, for which, under the laws in force for the time being, a summary suit would lie before any Officer of Government in the Revenue Department, or for the recovery of damages on account of alleged personal injuries, or personal damages of any nature.

V. Whenever a Court shall be established in any District under this Act, in which a suit, if instituted within the period allowed by this Act, might have been entertained as a summary action, such suit shall not be cognizable in any other Court, or in any other manner; but nothing in this Act shall be held to interfere with the jurisdiction which Village Moonsiffs may now exercise under the provisions of Regulation IV. of 1816 of the Madras Code, or with the jurisdiction of Military Courts of Request, or to alter or affect the jurisdiction of a single Officer duly authorised and appointed under the Rules in force in the Madras and Bombay Presidencies, for the trial of small suits in Military Bazaars, at Cantonments, and Stations occupied by the troops of those Presidencies respectively, or the trial by panchaet of suits against Military persons according to the Rules in force under the Madras Presidency.

VI. Except as hereinafter provided, no summary action shall be entertained, unless instituted within the period of two years from the time of the accruing of the cause of action.

VII. Suits on causes of action, which shall have arisen prior to the establishment in any District of a Court under this Act, may be brought within two years from the date of the establishment of such Court; but nothing in this Act shall be held to enlarge the period now allowed by law for the institution of Civil actions.

VIII. In computing the period of limitation prescribed in the preceding Section, the time shall be excluded during which the plaintiff shall be under the disability of infancy, lunacy, or idiocy, or during which the Plaintiff shall be precluded by law from suing the Defendant, by reason of any disability whatever, either of the Plaintiff or of the Defendant.

IX. A period of two years shall be allowed for bringing a suit under this Act, after the person to whom the right shall have first accrued shall have ceased to be under any such disability, or shall have died whilst under such disability, whichever shall first happen.

X. If the Defendant, at the time of the accruing of the cause of action, shall be absent from the territories of the East India Company, the period of limitation shall be calculated from the time of his first return to those territories after the cause of action shall have accrued.

XI. Every Court holden under this Act shall use a circular seal one inch and a half in diameter, bearing the following inscription in English and in the language and character of the country in which the Court is held:—"Court of Small Causes of the District of—established under Act—of 185—," and every such Court shall be a Court of Record, and shall be subject to the general control and orders of the Judge of the District and of the Sudder Court.

XII. A Plaintiff shall not divide any cause of action for the sake of bringing two or more summary actions under this Act, but a Plaintiff having cause of action for more than one hundred Rupees, or any higher sum

that may be fixed by the Government under Section II. of this Act, may abandon the excess, and in such case the judgment of the Court, on proof of the Plaintiff's claim, shall be in full discharge of all demands in respect of such cause of action.

XIII. A minor may prosecute a suit under this Act for wages or piece-work, or for work as a servant, without being represented by his guardian or next friend, and in the same manner as if he were of full age.

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

	Rs.	a.	p.
If the amount of debt, or damage, or the value of the property claimed, shall not exceed 10 Rupees.	0	8	0
If the same shall exceed 10 Rupees, and not exceed 20 Rupees.	1	0	0
If the same shall exceed 20 Rupees, and not exceed 30 Rupees.	2	0	0
If the same shall exceed 30 Rupees, and not exceed 40 Rupees.	3	0	0
If the same shall exceed 40 Rupees, and not exceed 50 Rupees.	4	0	0
If the same shall exceed 50 Rupees, and not exceed 75 Rupees.	5	0	0
If the same shall exceed 75 Rupees, and not exceed 100 Rupees.	6	0	0
If the same shall exceed 100 Rupees, and not exceed 150 Rupees.	8	0	0
If the same shall exceed 150 Rupees, and not exceed 200 Rupees.	10	0	0
If the same shall exceed 200 Rupees, and not exceed 250 Rupees.	15	0	0
If the same shall exceed 250 Rupees, and not exceed 300 Rupees.	20	0	0
If the same shall exceed 300 Rupees, and not exceed 400 Rupees.	25	0	0
If the same shall exceed 400 Rupees, and not exceed 500 Rupees.	30	0	0

XV. The Court, if satisfied of the inability of the Plaintiff to pay the value of the stamp prescribed for petitions of plaint, may receive such petition on plain paper, but the value of any stamp from which a Plaintiff may be exempted under this or the preceding Section shall be charged on behalf of Government in the decree to the party cast, and shall be recoverable by Government in the same manner as costs of suit can be recovered.

XVI. The plaint shall state briefly the name and residence of the Plaintiff and Defendant, the substance and value of the claim, and the date of the cause of action, according to one of the forms contained in the Appendix A, or to the like effect.

XVII. If the Plaintiff sue on a bond, or rely in support of his claim on any other document, not being shop books or books of account, he shall file such bond or other document with his plaint, and the Court shall not receive the plaint without such bond or other document unless its non-production be sufficiently excused, or upon good and sufficient cause shown the Court may see fit to extend the time for filing the same. The Plaintiff shall also specify at the foot of his plaint any document which he may require the Defendant to produce.

XVIII. The plaint shall be filed by the Plaintiff in person, or by his authorised Agent, and the Court shall proceed thereupon to make a summary inquiry by examination of the Plaintiff or his Agent as to the merits, and may reject the plaint if, upon such summary inquiry, it shall appear that the Plaintiff has no cause of action, or that the Defendant, or the matter of the suit, is not within the jurisdiction of the Court.

XIX. The Court, upon rejecting a plaint, shall record its decision, which shall be reduced to writing in

the vernacular language of the Judge, together with the reasons upon which it is founded, and shall also record the substance of the examination of the Plaintiff or his Agent.

XX. If upon such summary inquiry the plaint shall be admitted, the Court shall direct the issue of a summons to the Defendant, in the form laid down in the Appendix B, or to the like effect.

XXI. The summons shall be served by a single peon on the Defendant a sufficient time before the day fixed for his appearance, to enable him to appear in Court on that day.

XXII. The summons shall contain briefly the particulars of the demand and an order to the Defendant to appear before the Court on a specified day, which shall be fixed with reference to the state of the file and the distance that the Defendant may be, or be supposed to be at the time, from the place where the Court is held, and shall also order the Defendant to bring with him any document which he may have in his possession, of which the Plaintiff, with the consent of the Court, demands inspection, or upon which the Defendant may intend to rely in support of his defence.

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

XXIV. The summons, when practicable, shall be served personally on the Defendant.

XXV. If the service of the summons has been personal, the Nazir shall endorse on the copy of the summons the fact of such service.

XXVI. If the personal service of the summons has not been effected, the Nazir shall endorse the reason of such non-service on such copy.

XXVII. When a summons or other process is required to be served or executed in a place beyond the jurisdiction of the Court, such summons or other process shall be transmitted to the Court of the District in which the summons or other process requires to be served, and the Judge of such District shall back the same, and cause it to be served in the same manner, and subject to the same Rules as if it were a process issued by such Judge, and shall return the summons or other process to the Court issuing the same, with a certificate of what shall have been done thereon.

XXVIII. The Rules in force as to the mode of service of a summons upon a Defendant who resides within the local jurisdiction of any of Her Majesty's Supreme Courts of Judicature, to appear to a regular suit or action, shall apply to the service upon a Defendant to appear to a suit instituted under this Act, who may be residing within such jurisdiction.

XXIX. If on or before the day appointed for appearance, it shall be proved to the Court that the summons has not been served in the manner above prescribed, a second summons, appointing another day for the appearance of the Defendant, shall be issued, and shall be served either personally on the Defendant, or in his absence by delivery to some adult inmate of his house, or by affixing the original summons to some conspicuous part of his usual place of abode, or place of business, and also by affixing a copy thereof in the Court-room.

XXX. If the service of the second summons has been personal, the fact of such service shall be certified by the Nazir on the back of such summons; and if the service has not been personal, the Nazir shall make a special return, stating what has been done in the matter of the service.

XXXI. If the second summons be served in the manner aforesaid, within such reasonable time before the day appointed for the appearance of the Defendant as will enable him to attend on that day, it shall be held to have been duly served.

XXXII. If on the day fixed for the appearance of the Defendant, on whom a summons has been served, he shall not attend, and the Nazir's Report show that the

service has not been made before the day for appearing in sufficient time to admit of the Defendant conveniently attending the Court on that day, the Court may adjourn the hearing to another date, which shall be specified in the order of adjournment, and made known to the parties by a proclamation affixed in a conspicuous place in the Court-room.

XXXIII. If the Plaintiff satisfy the Court that he has a cause of action, and that the Defendant conceals himself, or otherwise evades process of the Court, or is disposing of his property and effects with intent to defraud the Plaintiff, or is about to withdraw his person or effects from the jurisdiction of the Court, in order to avoid any judgment in the case, the Court, if it deem such measure necessary for the attainment of justice, may, with the writ of summons, or at any stage of the suit before judgment, issue a warrant in the form contained in Appendix C, or to the like effect, for the arrest of the Defendant, who shall thereupon be taken into custody, unless he forthwith deposit with the Officer authorised to make the arrest such sum as the Court may specify in the warrant.

XXXIV. If the Defendant be arrested under the warrant, and shall not deposit the amount specified in the warrant, he shall be brought before the Court without any unreasonable delay, and the Court shall, with all convenient speed, proceed to take his answer to the complaint, and if the suit cannot be at once adjudicated, the Court may require security from the Defendant in the form contained in Appendix D, or to the like effect, for his appearance in Court, whenever the same may be required by the Judge at any time whilst the suit is depending before the Court, or before the final decree which may be passed thereupon shall be fully and completely carried into execution, and may commit him to the Civil Gaol of the District, until he shall furnish the same, or deposit in Court such a sum as the Court shall order.

XXXV. If the claim of the Plaintiff be dismissed, and the Court be satisfied that the application for the arrest was without reasonable cause, the Court may, upon the application of the person arrested, award to such person a sum not exceeding Fifty Rupees, as damages for any injury or loss which he may have sustained by reason of such arrest, to be recovered as part of the costs of suit, and such award shall bar any suit for such arrest; but the party arrested, instead of applying to the Court for damages under this Section, may proceed in a regular suit on account of such arrest.

XXXVI. Upon the appearance of the parties on the day named in the summons, or upon any subsequent day to which the hearing of the case may be adjourned, the Court shall proceed to interrogate the parties present, or their Agents, and either party may cross-examine the other.

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

XXXVIII. The examination of the parties shall be upon oath or upon affirmation, where an affirmation is allowed by law, instead of an oath, and the substance of the examination shall be reduced to writing in the vernacular language of the Judge.

XXXIX. If after such interrogation a decree can be properly made without further evidence, the Court shall make its decree accordingly.

XL. If any issue result from the interrogatories upon which it is necessary to hear further evidence, the Court shall declare such issue and shall fix a convenient day for the examination of witnesses and the trial of the suit.

XLI. The parties shall bring their witnesses into Court on the day of trial, and if either party require the assistance of the Court to procure the attendance of a witness on such day, either to give evidence or to produce a document, he shall apply in due time to the Court, and

the Court shall issue a summons according to the form contained in Appendix E, or to the like effect, requiring such witness to attend.

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

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

XLIV. Every Plaintiff and Defendant in a suit under this Act, except as hereinafter provided, shall appear in person on the day specified in the writ of summons, and on every other day fixed for their appearance by the Court.

XLV. Any party to a suit may employ an authorised Pleader or Agent to conduct the case on his behalf, but the appointment of such Pleader or Agent shall not excuse the personal appearance of the Plaintiff or Defendant.

XLVI. A Plaintiff or Defendant may be excused from appearing in person if of the female sex, and of a rank and description which, according to the prejudices of the country, would render it improper to require her personal attendance in Court, if there is a Co-plaintiff who appears in person, if there is a Co-defendant defending jointly who appears in person, or if the Court shall be satisfied that there is a reasonable excuse *bona fide* made for the non-attendance of such party, but any such party, may be compelled to attend as a witness in the suit.

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

XLVIII. If on any day fixed for the appearance of the Defendant, neither of the parties be in attendance, the Court shall nonsuit the Plaintiff.

XLIX. If on any day fixed for the attendance of the parties, the Defendant only shall appear and shall dispute the demand, the Court shall dismiss the case; but if in such case the Defendant shall, by himself, or by some one duly authorised on his behalf, admit the cause of action, or any part of it, the Court shall proceed to give judgment upon such admission, as if the plaintiff had appeared.

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

LI. If the Defendant shall appear on any subsequent day, to which the hearing of the suit may be adjourned, he shall be heard in answer to the suit as if he had appeared on the day fixed for his attendance.

LII. If a decree shall be made *ex parte*, and the party

against whom such decree shall have been made shall appear either in person or by Agent, if a Plaintiff, within fifteen days from the date of the Court's order, and if a Defendant, within such time as the Court shall deem reasonable under all the circumstances of the case, and shall show good and sufficient cause for his previous non-appearance, the Court may upon such terms and conditions as it may think proper, revive the suit and rescind the decree, recording the reasons for so doing, and may also order restitution, if the decree shall have been executed; but no decree shall be reversed without previously summoning the adverse party to appear and be heard in support of it.

LIII. The Defendant, in any action under this Act, may pay into Court such sum of money as he shall think a full satisfaction for the demand of the Plaintiff, together with the costs incurred by the Plaintiff, up to the time of such payment, and such sum shall be paid to the Plaintiff. If the Defendant deposit less than the sum claimed, and the Plaintiff shall elect to proceed in the case, and shall ultimately recover no further sum than shall have been paid into Court, the Plaintiff shall be charged with any costs incurred by the Defendant in the suit after such payment.

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

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

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

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

LVIII. If a Plaintiff shall have a demand recoverable against two or more persons jointly answerable, and one or more of such persons cannot be personally served with the summons first issued, judgment may be obtained against any person or persons who shall have been personally served with such summons, without issuing a second summons. If the first summons cannot be personally served upon any of the Defendants, judgment may in like manner be obtained against any one or more of the Defendants, upon whom a second or subsequent summons shall have been duly served.

LIX. Every such person against whom judgment shall have been obtained under the preceding section, and who shall have satisfied the same, shall be entitled to demand and recover, under this Act, contribution from any other person jointly liable with him, in the same manner as if the judgment had been obtained against them jointly.

LX. If, after the appearance of the Defendant, a Plaintiff shall neglect to do any act necessary to the effective prosecution of a suit, the suit shall be dismissed as of course, with costs, and no new suit shall lie upon the same cause of action.

LXI. If either party shall fail to produce his proofs within the time allowed him, or to take out a summons for the attendance of any witness whose attendance he may require to be enforced, the case shall be proceeded with and determined as if such party had declined to produce any proof.

LXII. The Court may, in any case, make orders for granting time to the Plaintiff or Defendant to proceed in

the prosecution or defence of a suit, and may also from time to time adjourn the hearing or further hearing of any case in such manner as to it may seem fit.

LXIII. On the day fixed for the trial of a suit, or as soon after as the business before the Court will admit, the witnesses shall be examined, and the substance of the evidence of each witness shall be reduced to writing in the form of a narrative, in the presence and under the personal superintendence of the Judge, and each party may cross-examine any witness produced by the opposite party.

LXIV. The Court, after considering the arguments and evidence, shall pronounce judgment in open Court; such judgment shall be reduced to writing before it is delivered in the vernacular language of the Judge; and if such vernacular shall not be the same as the language used in the Court, the Court, at the request of any of the parties, shall cause the decision to be translated into such last-mentioned language, and such translation shall be filed with the record.

LXV. The judgment shall state briefly the reasons upon which it is founded, the relief granted, and if the award be for the delivery of personal property, the amount of money to be paid as an alternative, if delivery cannot be had, the amount of costs incurred in the suit, and by what parties, and in what proportions they are to be paid.

LXVI. The decision shall be signed by the Judge, and dated on the day upon which it is pronounced, and shall contain an order for immediate execution, unless the Court shall see fit to provide for the payment by instalments of any sum adjudged.

LXVII. If any person entitled to plead in any of the Courts of the East India Company shall appear on behalf of any party to a suit instituted under this Act, the Court, if it consider the case a fit one for the employment of a Pleader, may charge the losing party, as part of the costs of suit, with a sum not exceeding five per cent. upon the amount of the claim, on account of the fee of such Pleader, but no fee for any Pleader or Agent shall be charged as part of the costs of suit in any other case.

LXVIII. Interest may be awarded upon debts or other demands, at the rate which the parties may have agreed upon in writing; and where no such agreement exists, at the rate of six per cent. per annum.

LXIX. In a suit for damages for breach of contract, if it shall be made to appear that the contract may be performed without prejudice to the Plaintiff, and that the Defendant is able to perform it, the Court may direct the specific performance of the contract within a time to be fixed by the Court, or, as an alternative, that the Defendant shall pay the amount of damages awarded.

LXX. If the case is settled by compromise before the day fixed in the summons for the appearance of the Defendant, the Plaintiff shall be entitled to receive back the entire amount of the stamp duty paid on the plaint.

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

LXXII. The Court may, in any case, with the consent of both parties to the suit, order the same to be referred to arbitration, in such manner and on such terms as it shall consider reasonable and just.

LXXIII. Such reference shall not be revocable unless by consent of the parties, and the award of the arbitrator or arbitrators shall be entered as the judgment in the cause, and shall be as binding and effectual to all intents as if given by the Court.

LXXIV. An award of arbitration made under the preceding Section shall not be set aside, unless on proof that it was procured by corruption or fraud, or that the arbitrators had been guilty of misconduct, by which the rights of either party were injuriously affected.

LXXV. An application to set aside an award of arbitration, on any of the grounds contained in the preced-

ing Section, shall not be received, unless presented within a week from the date on which judgment was entered upon the award, and if admitted, and the objection to the award be established to the satisfaction of the Court, the Court shall vacate the award, and may proceed to dispose of the case as if no such reference had been made.

LXXXVI. Insolent or disrespectful behaviour towards any Judge while sitting in Court, or any other conduct within the hearing or view of a Judge sitting in Court, tending to interrupt the due course of business, shall be deemed a contempt of the authority of the Court, and shall be punishable by fine not exceeding Ten Rupees, commutable to imprisonment at the public expense in the Civil Gaol for a period not exceeding seven days.

LXXXVII. The order of the Court shall, in such case, state the facts constituting the contempt.

LXXXVIII. The Court, or any Court to which any process may be sent for service or execution, may hear and determine cases of resistance of its process occurring within its own jurisdiction, unattended with personal violence, and on proof of the offence may convict the offender, and adjudge him to pay a fine not exceeding Ten Rupees, and in default of payment to be imprisoned for any period not exceeding thirty days, in the Civil Gaol, at the public expense. If the resistance of process be attended with personal violence, or other aggravating circumstances, the case may be referred by the Court to the Magistrate of the District, who shall proceed upon such reference under the Rules in force.

LXXXIX. The Court, on the statement on oath of any peon or other officer resisted in the execution of the process, may summon the person accused to answer the charge; and on the failure of such person to attend, the Court, if satisfied of the service of the summons, or that due diligence has been used to serve it, may issue a warrant for the apprehension of the accused.

LXXX. Where one or more of several Plaintiffs or Defendants shall die before judgment, the suit shall not abate, if the cause of action survive to or against the surviving parties.

LXXXI. Where one or more of several Plaintiffs or Defendants shall die after judgment, proceedings thereon may be taken by the survivor or survivors, or against the survivor or survivors.

LXXXII. Where the Plaintiff has become bankrupt or insolvent before judgment, the Court may proceed to judgment at the instance of the Assignee in the name of the Plaintiff.

LXXXIII. In suits instituted under this Act, no stamp duty shall be levied or required in respect of any petition or other proceeding connected with the suit, or with the execution of any order or judgment passed therein, or for copies of any papers, other than the stamp duty hereinbefore required on the petition of plaintiff.

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

LXXXV. If at the time of the summary inquiry into the plaint, under Section XVIII. of this Act, or at any subsequent stage of the suit, any question of law or usage having the force of law or the construction of a document affecting the decision of the case may arise, on which the Court may entertain reasonable doubts, or which it may be requested by either party to reserve for the opinion of the Sudder Court, the Court may draw

up a statement of the case, and submit it with its own opinion for the decision of the Sudder Court.

LXXXVI. If the Court refuse the application of any of the parties to a suit for a reference to the Sudder Court, it shall make a note on the record of the objections of such party.

LXXXVII. If a case be stated upon the summary inquiry into the plaint, under Section XVIII. of this Act, and before the issue of a summons to the Defendant, notice of such reference to the Sudder Court shall forthwith be given to the Defendant.

LXXXVIII. The Court may proceed in the case notwithstanding such reference, but shall suspend execution of any decree which it may pass, until the receipt of the orders of the Sudder Court on the point referred to that Court.

LXXXIX. Cases referred for the opinion of the Sudder Court shall be dealt with by that Court as admitted special appeals, and shall be referred for the decision of a full bench of the Court.

XC. The Sudder Court shall fix an early day for the hearing of the case, without reference to its number on the file, and shall notify the same by a proclamation to be fixed up in the Court House of that Court.

XCI. The parties to the case may appear, and be heard by vakeel in the Sudder Court.

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

XCIII. Any costs incurred by the parties, or either of them, consequent on the reference of the case for the opinion of the Sudder Court, may form part of the cost of suit, and shall be charged as that Court may direct.

XCIV. Process of execution in the forms contained in Appendix F. or G. or to the like effect, shall be directed to the Nazir of the Court, and shall order him to recover the amount specified in the process, by taking in execution the person of the party against whom judgment shall be given, or by levying, or causing the amount to be levied by distress and sale of any moveable property of such person, which shall be described in a Schedule to be furnished by the judgment creditor under his signature, wheresoever such property may be found within the jurisdiction of the Court, but process shall not be issued simultaneously against the person and property of a judgment debtor.

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

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

XCVII. Processes of execution shall bear date on the day on which they are signed by the Court, and no warrant shall continue in force for a longer period than sixty days, calculated from such date.

XCVIII. Second and successive warrants of execution may be issued by order of the Court on the application of the judgment creditor, after the expiration of the period above fixed for the continuance in force of a previous warrant.

XCIX. No warrant of execution shall be issued upon any judgment unless application for the issue of the same be made within one year from the date of the judgment, or, if the judgment be for payment by instalments, from the date of the first default of payment.

C. Any application for the execution of a judgment preferred after the expiration of the period specified in the preceding Section, shall be by a new suit upon the

judgment; such suit shall be subject to the rules contained in this Act, for receiving, trying, and determining complaints declared cognizable by this Act, but the Defendant shall not be allowed to impugn the merits of the original judgment.

CI. If the judgment of the Court be for the immediate delivery of any personal property to the decree-holder, the Court shall issue a warrant, directing the Nazir to deliver, or cause to be delivered, such property to such party.

CII. If delivery cannot be had, and the decree shall have awarded a sum of money as an alternative, payment of such sum shall be enforced under the foregoing Rules, in like manner as if the decree had been for such sum of money alone.

CIII. If a warrant issue for taking in execution the body of any person, the Nazir of the Court shall cause him to be seized, and unless such person shall immediately deposit with the officer entrusted with the service of the warrant the full sum specified therein, the Nazir shall bring him before the Court, and if such person shall not immediately deposit in Court the amount of the demand inclusive of all costs, or shall not furnish good and sufficient security for the payment of the same, either in full or by instalments, as the Court may direct, the Court shall send him to Jail, there to remain for such time as shall be directed by the warrant, not being longer than three calendar months, or until he shall sooner perform the order of the Court.

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

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

CVI. Any person suing out any warrant for arrest upon mesne process, or process of execution against the body of any other person under this Act, shall deposit with the Nazir of the Court, at the time of the issue of the warrant, diet money for one month of thirty days, after the rate of one anna per diem, unless the Court for any special reason in any case direct the deposit after a higher rate, which shall not exceed four annas per diem.

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

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

CIX. No debtor shall be committed to Jail in execution, if he shall satisfy the Court that he has done his best to pay the debt, and has no property or effects remaining from which the debt can be discharged.

CX. The Court, at the instance of the judgment creditor, may, at any time after judgment, summon the judgment debtor, and examine him upon oath or solemn affirmation, when such affirmation is allowed by law instead of an oath, touching his property and means of satisfying the judgment; and if such judgment debtor, on such examination, shall wilfully misrepresent any matter on which he may be examined, he shall be deemed guilty of perjury.

CXI. If it shall at any time appear to the satisfaction of the Court, that the Defendant is unable from any temporary cause to pay and discharge the debt, or damages awarded against him, or an instalment thereof or-

dered to be paid by him, the Court may suspend the execution for such time and on such terms as it shall think fit, until it shall appear by the like proof that such temporary cause of disability has ceased.

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

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

CXIV. In executing a writ of execution against the moveable property of a debtor liable under this Act, the Nazir shall except the tools and implements of the trade of such debtor.

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

CXVI. If before the sale has taken place, a third party appear before the Court or the officer superintending the sale, and by petition claim a right or interest in any of the moveable property seized, the Court or the officer superintending the sale shall stay the sale of such property.

CXVII. If such petition be presented to the officer superintending the sale, such officer shall forthwith transmit the same to the Court.

CXVIII. The Court shall adjudicate upon such claim, and make such order between the claimant and the Plaintiff and Defendant in the original suit as shall seem fit.

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

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

CXXI. Where there are creditors claiming under several judgments, the party first furnishing the list of moveable property to be seized, in execution of a judgment obtained under this Act, shall have a preferential right to have the whole of his claim satisfied from the proceeds of the sale of such property over any other creditor, but this rule shall not apply to any creditor who shall refuse to maintain his right to bring such property to sale against any third person who may claim the same.

CXXII. No irregularity in publishing and conducting a sale of moveable property, under an execution, shall vitiate such sale; but this rule shall not be held to deprive any person, considering himself wronged by any act or circumstance connected with such sale, of his remedy in an action for damages against the party by whose act or omission he may consider himself to have been wronged.

CXXIII. If after the sale of the moveable property of a judgment debtor, any portion of a judgment remain due, and the holder of such judgment desire to issue

execution upon any immoveable property belonging to the judgment debtor, situated within the jurisdiction of the Court by which the judgment was passed, he shall file a schedule of the property, and move the Court to attach and sell the same, and the Court shall be guided in its proceedings as to the attachment of the property, the mode of conducting the sale, and as to the disposal of any objections to the proposed sale of the property, or of any irregularities in conducting the sale by the Rules and Regulations for the time being in force in the several Presidencies of Bengal, Madras, and Bombay, for the sale of immoveable property in execution of decrees of Court; but no application for the sale of real property, in execution of a judgment under this Act, shall be received, unless preferred within twelve months from the date of the judgment.

CXXIV. If a judgment creditor be unable to enforce or obtain satisfaction of a judgment, by execution within the jurisdiction of the Court which pronounced the same, and be desirous of enforcing or obtaining satisfaction of such judgment by the seizure and sale of moveable property in the jurisdiction of another Court established under this Act, or within the jurisdiction of any Court of small Causes established at Calcutta, Madras or Bombay, the Court, on the application of such judgment creditor, shall grant him a copy of the judgment and a certificate of any sum remaining due under it; and on the presentation of such copy and certificate to any of the Courts above-mentioned, such Court shall proceed to enforce such judgment according to its own rules and mode of procedure in like cases.

CXXV. No proof of the judgment and certificate, or of the signature or appointment of the officer signing the same, or of the jurisdiction of the Court, shall be necessary, unless the Court to which the copy of such judgment and certificate may be preferred shall think fit under any peculiar circumstances to require such proof.

CXXVI. If such judgment creditor be desirous of enforcing a judgment obtained under this Act against any immoveable property, situated in a place beyond the jurisdiction of such Court, or within the jurisdiction of any of her Majesty's Supreme Courts at Fort William, Madras, or Bombay, such judgment creditor may proceed to enforce such judgment in the manner, and under the Rules provided in Act XXXIII. of 1852, which is hereby declared applicable to such cases.

CXXVII. Every summons, notice, warrant, and order, under this Act, shall issue under the seal and signature of the Court, and shall be directed to the Nazir of the Court, and shall be served or executed by him, or through an officer of his establishment.

CXXVIII. The cost of serving every process under this Act shall be fixed by the Judge of each district, with the approval of the Sudder Court, and shall be deposited with the Nazir of the Court previously to the issue of the process, and shall form part of the costs of suit.

CXXIX. Every order and judgment passed under this Act, except as herein otherwise provided, shall be final and not open to review or appeal.

CXXX. *Clause I.*—Upon the application of either of the parties to a suit, the Zillah Judge may order a re-hearing of a suit before the Court by which it was originally decided, upon the ground of the discovery of new evidence or matter material to the issue of the case, which the petitioner had no knowledge of, or could not produce at the time, or he may set aside the judgment of the lower Court, and make such investigation into the merits of the case, and pass such decision thereon, as to him may seem fit for any of the following special reasons.

Clause II.—The rejection of evidence which ought to have been admitted, the admission of evidence which ought to have been rejected, if the Judge be of opinion that the admission of the evidence improperly rejected, or the rejection of the evidence improperly admitted,

would have been likely to have caused a different finding upon any material issue in the case.

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

CXXXI. The Zillah Judge may also, upon such application, state a case for the opinion of the Sudder Court, if he shall be of opinion that the ruling of the lower Court upon the construction of a document, or upon any point of law or usage having the force of law, affecting the merits of the case, is erroneous, or that the decision of the lower Court is contrary to law or usage having the force of law, and the Sudder Court, upon the receipt of such case, shall proceed in the manner laid down in Sections LXXXIX. to XCIII. of this Act.

CXXXII. The application to the Zillah Judge shall be written on stamped paper of the value prescribed by this Act for petitions of plaint, unless the Judge for any special reason deem it necessary for the ends of justice to receive the application on plain paper.

CXXXIII. The application shall be presented in the Court of the Zillah Judge within thirty days from the date of the decision by the Appellant in person, unless the personal attendance of the petitioner be excused by the Judge, but no re-hearing, new trial, or reference to the Sudder Court shall be granted, unless the application be accompanied by a deposit in the Zillah Judge's Court of the whole amount decreed against the petitioner, whether absolutely, or as an alternative, under Section LXV. of this Act.

CXXXIV. Upon the receipt of such application the Judge shall proceed to interrogate the Appellant, or his Agent, upon oath or solemn affirmation, where such affirmation is allowed by law instead of an oath, as to the correctness of the facts set forth therein; and if upon such interrogation the grounds of the application appear insufficient, the Judge may, with or without sending for the record of the case, and with or without summoning the opposite party, reject the petition.

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

CXXXVI. If execution shall have issued, and the amount of the judgment and costs of execution shall have been paid into Court, or shall have been levied and not paid over to the successful party, the amount shall remain in Court to abide the orders of the Judge, and in such case the petitioner shall not be required to make a deposit.

CXXXVII. Every order passed by a Zillah Judge, in cases appealed to his Court under the foregoing Sections, shall be final, and not open to review.

CXXXVIII. A register of causes shall be kept by every Court established under this Act, in which, under the title of each action, the plaint, the substance of the examinations of the parties to the suit, and of the evidence of the witnesses, all proceedings had in the case, the time when the parties or either of them appeared, every adjournment, the judgment of the Court, all applications made and orders passed in execution, and generally what may have been done in the case, shall be regularly entered in the vernacular language of the Judge, and every such entry shall be signed by the Court, and by the parties or their Agents, when present.

CXXXIX. An Alphabetical Index to such register shall be kept in the same language, in which shall be entered the names of the parties in every suit and the date on which it was decided.

CXL. This Act shall not extend to any suit pending at the date of the passing of the Act.

CXLI. All Regulations and Acts of the Bengal, Madras, or Bombay Codes, in as far as they are inconsistent with the provisions of this Act, are to be considered repealed when and wherever this Act may be in force.

CXLII. The word "Court," as used in this Act, shall include any Judge or other Officer specially appointed or empowered by the Executive Government to try cases under this Act.

APPENDIX A.
Form of Plaintiff.

No. _____

Plaintiff _____

Defendant _____

Claim, Company's Rupees _____

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

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

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

Or

Principal and interest on a bond made by the Defendant to the Plaintiff under date _____ for the sum of _____ payable on _____ and bearing interest at _____ per cent. per year.

Or

For goods sold and delivered as per account stated below.

Or

Rent for the use and occupation by the Defendant of a shop belonging to the Plaintiff, for twelve months, from the 1st January 1853 to the 1st January 1854, at 10 Rupees per month.

Or

Wages for five months as washerman, from 1st June 1853, at 3 Rupees per month.

Or

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

Or

For that by a judgment of the _____ of the 17th day of June 1853, the Defendant is indebted to the Plaintiff in the sum of _____ Company's Rupees and that he has not paid the same.

APPENDIX B.

Form of Summons to Defendant.

No. _____ of Plaintiff.

_____ Plaintiff,

versus

_____ Defendant.

In the Court of _____ at _____

Whereas A. B. inhabitant of _____ has instituted against you, in this Court, a suit of _____ Rupees, being the amount of goods furnished to you on the 1st of January 1854; you are therefore hereby required to appear in this Court on the _____ day of _____ and on any subsequent day on which your appearance may be required, to answer the above-named Plaintiff, and you will bring with you [here mention any document, the production of which may be required by the Plaintiff] which the Plaintiff desires to inspect, and any other document on which you may intend to rely in support of your defence.

APPENDIX C.

Form of Warrant for arresting a Defendant on Mesne Process.

In the Court of _____

Plaintiff,

versus

_____ Defendant.

To

The Nazir of the Court of

Whereas the Plaintiff in this suit has obtained an order from the Court for the arrest of the Defendant upon mesne process, you are therefore hereby commanded to bring the Defendant forthwith before the Court, unless he deposit with you, or with the officer employed by you to serve this warrant, the sum of _____ Rupees.

Dated this _____ day of _____ 185 _____

APPENDIX D.

Form of Bond to be entered into by a Security, for the appearance of the Defendant.

In the Court of _____

Plaintiff,

versus

_____ Defendant.

Whereas the Court has required the Defendant in this suit to find security for his appearance, and whereas I inhabitant of _____ have voluntarily agreed to become security for the appearance of the Defendant in this Court, whenever the same may be required by the Judge, at any time while the suit is depending before the Court, or before the final decree which may be passed thereupon shall be fully and completely carried into execution; therefore I do hereby bind myself, my heirs, and representatives in the sum of _____ Rupees, to pay such sum as may be adjudged against the said Defendant, and to perform whatever order or decree may be passed against him in the said suit; provided always that the said Defendant shall not have fulfilled the decree or appeared in Court when required for that purpose.

As witness my hand _____ this
day of _____ 185 _____

Signed by the Security.

Names and residences
of the witnesses.

A. B.

C. D.

APPENDIX E.

Form of Summons for citing a Witness.

In the Court of _____

Plaintiff,

versus

_____ Defendant.

To A. B. inhabitant of _____

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

APPENDIX F.

Writ of Execution against the Person.

_____ Plaintiff,

versus

_____ Defendant.

To

The Nazir of the Court of

Whereas A. B. was directed by a decree of this Court, under date the _____ day of _____ 185 _____ to pay to C. D. the sum of _____ Company's Rupees and Rupees for costs of suit, amounting to _____ Company's Rupees and whereas the said A. B. has omitted to liquidate the same; these are therefore to com-

mand you to apprehend the said A. B. and unless the said A. B. shall pay you the sum of _____ Company's Rupees, in satisfaction of the said decree and costs, and the sum of _____ Rupees for the costs of executing this process, to produce him before this Court, to be dealt with according to law.

Given under my hand and the seal of the Court, this second day of 18 _____

(Signed) E. F. _____
Judge.

APPENDIX G.

Writ of Execution against the Effects.

Plaintiff,
versus

Defendant.

To

The Nazir of the Court of

Whereas A. B. was directed by a decree of this Court, under date the 185 _____ to pay to C. D. the sum of _____ Rupees with interest at _____ per cent. per annum to the day of payment, which to this date amounts to _____ Rupees and _____ Rupees for costs of suit amounting to Company's Rupees _____ and whereas the said A. B. has omitted to liquidate the same; these are therefore to command you to levy the said sum of Company's Rupees _____ and the sum of Company's Rupees _____ for the costs of executing this process by distress and sale of the moveable property of the said A. B. according to the Schedule annexed; and you are hereby ordered and directed to distrain such property of the said A. B. and to sell and dispose of the same within (not being less than five days from the day the property was taken), unless the sum of Company's Rupees _____ for which such distress shall be made, together with the reasonable charges of taking and keeping such distress shall be sooner paid; and you are hereby commanded to certify to me what you shall do by virtue of this Warrant.

Given under my hand and the seal of the Court, at this day of 185 _____

(Signed) J. _____
Judge.

APPENDIX II.

Form of Security Bond for payment of the Amount of Decree by Judgment Debtor.

Plaintiff,
versus

Defendant.

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

Dated the _____ day of _____ (Signed) _____
Security.

Signed, dated, and delivered in the presence of
Names and residences
of witnesses.

A. B.
C. D.

Ordered, that the Draft now read be published for general information.

Ordered, that the said Draft be reconsidered at the first meeting of the Legislative Council of India after the 15th day of July next.

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

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 15th April 1854.

The following draft of a proposed Act was read in Council for the first time on the 15th April 1854:—

Act No. _____ of 1854.

An Act to amend Regulation XIII. of 1833 of the Bengal Code.

Whereas it is expedient to amend the provisions of Regulation XIII. 1833 of the Bengal Code; It is enacted as follows:—

I. So much of the said Regulation as prescribes that the Officer in whom the duties specified in Section IV. of the said Regulation shall be vested shall be denominated "Agent to the Governor General" is repealed.

II. Such duties shall be vested in any Officer whom the local Government shall, from time to time, appoint for that purpose, and such Officer when appointed, and his assistants respectively, may exercise, within the tracts of country separated as prescribed in the said Regulation, all the powers which by the said Regulation the Agent to the Governor General and his assistants respectively may exercise, and all the provisions in the said Regulation relating to the Agent to the Governor General and his assistants, shall be applicable to the Officer to be appointed as aforesaid and his assistants respectively.

Ordered, that the said Draft now read be published for general information.

Ordered, that the said Draft be reconsidered at the first meeting of the Legislative Council of India after the 15th day of June next.

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

Interpretation on Act IX. of 1838.

On a case coming before the Court, it was declared that Act. IX. of 1838 gives power to the Assistant Session Judge, as well as to the Session Judge, to award a fine, or part of it, in compensation to the party injured.

In re EKNATH WULUD MAHADEO.

By the Sudder Foujdaree Adawlut,

M. A. COXON,
Acting Registrar.

Bombay, Sudder Foujdaree Adawlut,
19th April 1854.

Notice

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

2. Sealed tenders for the contract will be received at this Office on Friday the 19th 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 at 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 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 Officers; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No tender will be received unless accompanied by a deposit in cash of the sum of Rupees (176) one hundred and seventy-six, 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 (704) seven hundred and four, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from rupees (30) thirty to (100) one 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 3 of this Notice will be forfeited to Government.

5. It is also to be understood that any negligence, evasion, or refusal on the part of a contractor to make supplies, or obey orders, or any attempt on his part, or that of his agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place ordered, will subject him in every instance to be fined to the extent of rupees (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.

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

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

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

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

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

11. The annual outlay on the above contract is estimated at Rupees 3,524.

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

J. B. RAMSAY, Captain,
Acting Deputy Commissary General.
Bombay, Deputy Comm'y. Genl.'s Office,
2nd May 1854.

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

On Fixed Loans on Government Notes	7 ditto.
On Cash Credits and Loans on Government Notes.....	8 ditto.
On Loans and deposit of Goods....	9 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, 27th April 1854.

TERRITORIAL DEPARTMENT,

FINANCE.

The Right Honorable the Governor in Council has been pleased to publish, for general information, the following Statement, received from the Committee of Management of the Government Savings' Bank :—

DR. *Balance Sheet of the Bombay Government Savings' Bank, for the Official Year ending 30th April 1853.*

CR.

	Rs.	A.	P.		Rs.	A.	P.	
To Amount due to 7,035 Depositors	7,87,065	15	5	By Cash in the General Treasury	7,94,711	12	9	
To Interest	3,364	4	3	By Cash in the Bank	374	15	2	
To Government	5,327	7	5	By Suspense Account	46	7	1	
				By Amount due to the Bank on the Old Accounts	624	8	1	
	Rs.	7,95,757	11	1	Rs.	7,95,757	11	1

[833]

(Signed) J. JOHNSON,
Actuary Government Savings' Bank.

Bombay Castle, Government Savings' Bank, 30th April 1853.

Examined and found correct.

(Signed) ARTHUR D. FALLON, }
" J. L. HYNES, } Auditors.

Bombay Castle, 12th May 1854.

(Errors excepted)

(Signed) H. P. MALET,
Officiating Secretary Government Savings' Bank.

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

Notice

Is hereby given, that the CIVIL AUDITOR'S OFFICE has been REMOVED from the Mint Premises to No. 7 Hornby Row, in the Fort.

C. J. ERSKINE,
Civil Auditor.

Bombay, 3rd May 1854.

Advertisement.

Passage to London is required for (1) one Unfit Seaman of the Indian Navy.

By Order of the Commander in Chief Indian Navy,
F. G. BONE, Secretary.

Commodore's Office, Bombay,
16th May 1854.

Notice

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

Seamen's Names.	No. of Register Ticket.	Capacity.	To what Ship belonged.	Amount.
				Rs. a. p.
Joaquim Fernandes	8005	Cook	"Shah Allum"	9 7 2
Ummon Manjee	691	Lascar	"Victoria"	10 10 8
Belall Jevair	6033	Ditto	"Port William"	5 10 0
Sherifa Mahomed Senoor	2210	Tindal	"Scotia"	10 9 8
Nazer	None.	Lascar	"Earl Grey"	9 14 5
Rahmut Alley	3034	Ditto	Ditto	10 11 9
Fuckeera Alley	899	Ditto	Ditto	19 8 6
Hyder Alley	18180	Ditto	"Gangiskhan"	16 10 8
Kadur Buchas	18952	Ditto	Ditto	14 10 8
Vulley Mahomed	18966	Ditto	Ditto	6 4 9
Panchoo	19039	Ditto	Ditto	12 13 4
Abdool	18990	Ditto	Ditto	17 4 3
Kummer Alley	17342	Ditto	Ditto	33 12 0
Rulleemooden	14664	Ditto	"John Knox"	8 9 7
Asgur Alley	19114	Ditto	Ditto	5 14 8
Akrabuddee	18250	Ditto	Ditto	12 12 5
Hyder Alley	18958	Ditto	Ditto	7 1 9
Mariah	None.	Ditto	"Sarah"	32 0 0
Shaik War Alley	19209	Ditto	"Earl Grey"	20 12 3
Kurramut Alley	19265	Ditto	"Digby"	19 3 1
Patan	None.	Ditto	Ditto	32 9 3
Wallee	None.	Ditto	Ditto	22 4 1
Deen Mahomed	19043	Ditto	Ditto	25 4 8
Foujdar Alley	18918	Ditto	Ditto	18 15 6
Ashruff Alley	18508	Ditto	Ditto	24 15 6
Choda Bussee	None.	Ditto	Ditto	27 14 2
Wazoodce	None.	Ditto	"Prince Arthur"	26 0 0
Shaikjee Lall	19156	Ditto	Ditto	14 0 0
Acbar	18830	Ditto	Ditto	2 8 3
Kalekhan	19055	Ditto	Ditto	25 15 6
Mahomed Hassein	12940	Ditto	Ditto	8 0 0
Asgur Alley	16494	Ditto	Ditto	22 0 0
Teen Cowrie	15579	Ditto	Ditto	18 0 0
Mohubhut Allee	18573	Ditto	Ditto	29 8 0
Summud Alley	18239	Ditto	Ditto	22 0 0
Bechoo	19498	Ditto	Ditto	16 10 8
Goolam Hoossein	9211	Ditto	Ditto	29 5 8
Kasseem Alley	18868	Ditto	Ditto	32 8 9
Jaun Alley	18502	Ditto	Ditto	27 5 4
Samaroo	19025	Ditto	Ditto	38 0 0
Tajaun	18965	Ditto	Ditto	15 13 11
Boolakee	18871	Ditto	Ditto	16 7 3
Baddoolah	18976	Ditto	Ditto	17 14 8
Rahmon Khan	19093	Ditto	Ditto	12 11 7
Mariano de Costa	None.	Cook	"Duchess of Northumberland"	6 2 0
Cassum Husson	9652	Lascar	"Charles Grant"	12 6 5
Mahomet	None.	Ditto	"William Stevenson"	42 8 4
Rapaiah	None.	Ditto	Ditto	6 15 11
Kantey	None.	2nd Tindal	Ditto	184 8 0
Ramo Samee	None.	Lascar	"Lord Hungerford"	8 10 8
Sallamut Panjeera	2888	Ditto	"Norton"	10 0 0
Ameen Ambata	8676	Ditto	Ditto	14 7 6
Husson Mahomed	8691	Ditto	Ditto	30 7 0
Kitchell Lo	8692	Ditto	Ditto	30 10 0

اشتمار ديا جاتا هي

ڪه رقمين جو ٽيپو رقم ڪي هون ٿي متوفي خلاصي جيڪي جهازون ڪي نام ذيل مين دئي هون ٿي ٻين آنڪي نرڪي ڪي حساب مين مبري آفس مين بهري گئي ٻين سو ميجي عرض ڪي پر بعهه ڪليه اثبات ڪي ان موصوف متوفيو ٿيڪ شرعي وڪيل ڪو مڃهي ادا ڪئي جا ويگي ٥٥ ڪا محصول بهرا ڪا ڪي

رقم روپي	ڪس جهاز پر خلاصي ٿي	عهدو	رجسٽر ٿيڪ ڪا نمبر	نام
۹ ۷ ۲	شا ڪا عالم	ٻارو ڪي	۸۰۰۵	جو ڪين فرنانڊز
۱۰ ۱۰ ۸	وڪٽوريه	خلاصي	۶۹۱	امن مانجي
۵ ۱۰ ۰	فوت وليم	ايضا	۶۰۳۳	لال ڪا ٻي
۱۰ ۹ ۸	ٿسڪوا ٿي	ٿنڌيل	۲۲۱۰	شريف محمد سنور
۹ ۱۴ ۵	ارل گرڪي	خلاصي	ڪچي ٺهين	ناظر
۱۰ ۱۱ ۹	ايضا	ايضا	۳۰۳۴	رحمت علي
۱۹ ۸ ۶	ڏ	ڏ	۸۹۹	فٽيرا علي
۲۶ ۱۰ ۸	ڄنگيز خان	ڏ	۱۸۱۸۰	حيدر علي
۱۴ ۱۰ ۸	ايضا	ڏ	۱۸۹۵۲	قادر بخش
۶ ۱۴ ۹	ڏ	ڏ	۱۸۹۶۶	ولي محمد
۱۲ ۱۳ ۴	ڏ	ڏ	۱۹۰۳۹	پاڻجو
۱۷ ۴ ۳	ڏ	ڏ	۱۸۹۹۰	عبدول
۳۳ ۱۲ ۰	ڏ	ڏ	۱۷۳۴۲	قمر علي
۸ ۹ ۷	جان ٺاڪس	ڏ	۱۴۶۶۴	رليم الدين
۵ ۱۴ ۸	ايضا	ڏ	۱۹۱۱۴	اصغر علي
۱۲ ۱۲ ۵	ڏ	ڏ	۱۸۴۵۰	آڪرا ٻدي
۷ ۱ ۹	ڏ	ڏ	۱۸۹۵۸	حيدر علي
۳۲ ۰ ۰	ساره	ڏ	ڪچي ٺهين	ماريه
۲۰ ۱۲ ۳	ارل گرڪي	ڏ	۱۹۲۰۹	شيخ وار علي
۱۹ ۳ ۱	ٽگي	ڏ	۱۹۲۶۵	ڪرامت علي
۳۲ ۹ ۳	ايضا	ڏ	ڪچي ٺهين	پنهان
۲۲ ۱۴ ۱	ڏ	ڏ	ايضا	ولي
۲۵ ۱۴ ۸	ڏ	ڏ	۱۹۰۴۳	دين محمد
۱۸ ۱۵ ۶	ڏ	ڏ	۱۸۹۱۸	فوجدار علي
۲۴ ۱۵ ۶	ڏ	ڏ	۱۸۵۰۸	اشرف علي
۲۷ ۱۴ ۲	ڏ	ڏ	ڪچي ٺهين	چودا بسيه
۲۶ ۰ ۰	پونس آرٿير	ڏ	ايضا	وازودي
۱۴ ۰ ۰	ايضا	ڏ	۱۹۱۵۶	شيخ جي لال
۲ ۸ ۳	ڏ	ڏ	۱۸۸۳۰	اڪبر
۲۵ ۱۵ ۶	ڏ	ڏ	۱۹۰۵۵	ڪا خان
۸ ۰ ۰	ڏ	ڏ	۱۲۹۱۵۰	محمد حسين
۲۲ ۰ ۰	ڏ	ڏ	۱۶۴۹۴	اصغر علي
۱۸ ۰ ۰	ڏ	ڏ	۱۵۵۷۹	ٽين ڪوري
۲۹ ۸ ۰	ڏ	ڏ	۱۸۵۷۳	صحت علي
۲۲ ۰ ۰	ڏ	ڏ	۱۸۲۳۹	صمد علي
۱۶ ۱۰ ۸	ڏ	ڏ	۱۹۴۹۸	ٻچو
۲۹ ۵ ۸	ڏ	ڏ	۹۲۱۱	غلام حسين
۳۲ ۸ ۹	ڏ	ڏ	۱۸۸۶۸	قاسم علي
۲۷ ۵ ۴	ڏ	ڏ	۱۸۵۰۲	جان علي

نام	رجسٹر ٹکٹ کا نمبر	۵۴ء	کس جہاز پر خلاصی تھا	رقم روپیہ
سامارو	۱۹۰۲۵	خلاصی	پرنس آرثر	۳۸ - ۰ -
تاجان	۱۸۹۶۵	ایضا	ایضا	۱۵ ۱۳ ۱۱
بولائی	۱۸۸۷۱	”	”	۱۶ ۷ ۳
بادالہ	۱۸۹۷۶	”	”	۱۷ ۱۴ ۸
رحمان خان	۱۹۰۹۳	”	”	۱۲ ۱۱ ۷
ماریانو کاسٹا	کچھ نہیں	باورچی	ڈچس آف نارٹمبرلنڈ	۶ ۲۰ -
قاسم حسن	۹۶۵۲	خلاصی	چارلس گریونٹ	۱۲ ۶ ۵
محمد	کچھ نہیں	ایضا	ولیم اسٹیونسن	۴۲ ۸ ۴
راپائیہ	ایضا	”	ایضا	۶ ۱۵ ۴
کانٹے	”	تندیل ثانی	”	۱۸۴ ۸ -
راموسومی	”	خلاصی	لارڈ ہنگرفورڈ	۸ ۱۰ ۸
سلامت پانچیرا	۲۸۸۸	ایضا	نارٹن	۱۰ - ۰ -
امین اسباتا	۸۶۷۶	”	ایضا	۱۴ ۷ ۶
حسن محمد	۸۶۹۱	”	”	۳۰ ۷ -
کچل لو	۸۶۹۲	”	”	۳۰ ۱۰ -

(مستحج) ہنری سنٹ امور
بیماری جہازوں کے خلاصیوں کا رجسٹر

بہائی مرین رجسٹری آفس
بتاریخ غرہ ماہ ۷ سنہ ۱۸۵۴

(True Translation)

VENAYEK WASSOODEW, Oriental Translator to Govt.

Advertisement.

Tenders are hereby invited for the CONVEYANCE of
(7) seven European Convicts either to Calcutta,
Madras, or direct to Van Dieman's Land,
and of

(52) fifty-two Native Convicts, and

(5) five time-expired Native Convicts to Malacca.

By Order of the Commander in Chief Indian Navy,
F. G. BONE, Secretary.

Commodore's Office, Bombay,
16th May 1854.

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.

BANK OF BOMBAY.

Notice is hereby given, that the BANK will be CLOSED, and no business transacted on WEDNESDAY the 24th instant, being the BIRTHDAY OF HER MAJESTY THE QUEEN.

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

Bank of Bombay, 11th May 1854.

Notice.

Officers visiting the Neilgherries are, in numerous instances, at great inconvenience on first arrival, owing to their coming in expectation of finding it in their power to draw Pay, due to them in arrears, early in the month, as elsewhere. It is therefore thought that it may contribute to the convenience of future visitors if it be thus made more generally known that (there being no Pay Office on the Hills) Pay has to be drawn, after arrival on them, by transmitting Abstracts, duly countersigned, to the Paymaster Southern Division, Trichinopoly, with a last Pay Certificate; who, provided he receive them about the 7th, in-

cludes the amount in his General Order in arrears for the past month, on the Treasury at Coimbatore, whence it is sent so as to reach this Station Office for distribution usually on the 18th or 19th. There is only this one monthly transmission of Military Pay to the Hills; so that individuals arriving too late to be included in it, as above, have often to wait another month.

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

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

D. BABINGTON, Major,
Commanding Neilgherries.

*Station Office, Ootacamund,
2nd May 1853.*

Insolvent Debtors' Court.

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

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Manoel de Souza...	Clerk in the employ of R. A. Dallas, Esq., Attorney-at-Law.	Christian	Without the Fort, in Oomeready.	4th	May	1854.
Nasserwanjee Merwanjee.	Merchant	Parsee	Within the Fort, in Hormusjee Wadia's Chawl.	"	"	"
Joosub Noor Mahomed.	Dyer	Mahomedan...	Without the Fort, on Girgaum Road, near Cheera's Bazar.	11th	"	"
Rama Tannajee Salvee	Sepoy in the employ of E. Arthur, Esq., Attorney-at-Law.	Hindoo	Without the Fort, in Colbhat Lane.	13th	"	"

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

Day appointed for Hearing the Petitions of the undermentioned Insolvents.

Names.	Time.		
	Day.	Month.	Hour.
Joosub Noor Mahomed	3rd Monday	June next	11 o'clock.
Rama Tannajee Salvee	Ditto	Ditto	Ditto.

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

W. BROOKFIELD,
Acting Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 16th day of May 1854.

નાદાર દેવાદારોની કોરટ મધે.

જાહેર ખર્ચ એ ઊપરથી આપવામાં આવે છે, જે વીગત શાયે હેની હેઠલ જે જુદીજુદી આશાની આનાના મેલ મેલ છે, તેઓએ જુલુંબની નાદાર દેણદારોના છુટકા કરનારી કોરટને ચરજ આપી છે, તેના એક એકની ચરજ એવી છે જે વીકરોરીઆના અગીઆર મે વરસે જે ધારો કરીને ઠરાવે છે, તેના એકવીશમાં બાબતોનો ઇલાજ હોમોને મલે.

નામ.	ધંધા.	જાત.	રહેવાનું-ઠેકાણું જુલુંબ મધે.	ચરજ આ દાખલ કર રાની તારીખો.		
				જા જા જા	માસ.	વરસ.
માનવેલ ડીશોબ.	આર. એ. દાલાશ, ઇશકુએર ધારોના વકીલની આકરીનાનો એક લખનારો.	ખરોશ ડીઆન.	ખાહારકોટ ઊપર પાડીમાં.	૪ થો.	મે.એ.	૧૮૫૪
નશરવાનજ મેહેરવા નજ.	વેપારી.	પારશી.	કોટમાં હોર મજા જા વાડીઆની એલીમાં.	એન	એન	એન
જુશબ જુરમહમદ.	રંગારી.	મહમદી આન.	ખાહારકોટ ગીર ગામનાં રથતા ઊપર ચીરાખજ રની પડોશમાં.	૧૧ મે.	એન	એન
રામાતાનાજ શાલવી.	ધારાના વકીલ. ઇ. ચારથર ઇશકુએરની આકરીનાનો શીપાઇ.	હોંડુ.	ખાહારકોટ કોલ ભાત વાડીમાં.	૧૩ મે.	એન	એન

ઊપર લખેલા નાદાર દેવાદારોની ચરજ આની બાબતોમાં શીરશતા પરનાં હુકમ થયા છે, જે ઊપર લખેલા ધારાનો શાતમી કલમ પરનાં નાદાર દેવાદાર મજકુરોની થાવર તથા નંગમ મીલકત તથા મોજ વશત આ નામદાર કોરટનાં આફીશીઆલ આશાએનીના તાબામાં આપે *

નીચે લખેલા દેણદારોની ચરજ આ શાંભલવાસાઝ ઠરાવેલા દાહાડા.

નામ.	વખત.		
	દાહાડો.	માસ.	કલાક.
જુશબજુરમહમદ.	૩ જો શોમવાર.	આવતો જુન	૧૧
રામાતાનાજ શાલવી.	એન	એન	એન

આડા આવનાર દેણદારોને, થોડામાં થોડા શાંભલવાના તણ દાહાડા અગાઉ, શોગણનાં માથી શાખીત કરેલા પોતાના દાવા હમારી આફીશમાં દાખલ કરવા જાઈએ. તથા શીરશતા પરનાં તેઓને ફી આપવી જાઈએ. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ મીલકતની, ટીપો હમારી આફીશમાં દાખલ કરી છે. *

૧૦. જુરકફીલડ,

કોરટનાં આકરોંગ કલારક શહી.

શી જુલુંબની કોરટ મધે, કોરટના કલારકની આફીશમાં,
ફા.તી તારીખ ૧૬ મી મેએ શને ૧૮૫૪.

(True Translation)

J. FLYNN, Chief Translator.

POST OFFICE NOTICES.**OVERLAND MAIL.**

The OVERLAND MAILS, *via* Marseilles, and *via* Southampton, per H. C. Steamer "VICTORIA," will be closed on TUESDAY the 23rd instant, at 3 o'clock P. M. precisely.

An AFTER-PACKET will be kept open, for Bearing Letters only, until 4 o'clock P. M.

Bombay, General Post Office, 17th May 1854.

Post Office Packets for KURRACHEE and SCINDE, by the H. C. Steamer "AUCKLAND," will be closed on THURSDAY the 18th instant, at 11 o'clock A. M.

Bombay, General Post Office, 15th May 1854.

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

Packets for CEYLON, PENANG, SINGAPORE, HONG-KONG, AUSTRALIA, MAURITIUS, and CAPE OF GOOD HOPE, per P. & O. Co.'s Steamer "CADIZ," will be closed on TUESDAY the 30th instant, at 6 o'clock P. M.

Bombay, General Post Office, 17th May 1854.

DUNCAN DAVIDSON,
Post Master General.

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 Nov. 1853.

POSTAL NOTICE.

From the 2nd proximo, the MAILS for Tanna, Khandeish, and the North-West Line, will be CLOSED at 2 P. M. instead of 3 P. M.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
29th April 1854.*

POSTAL NOTICE.

1. The OVERLAND MAILS *via* Marseilles and Southampton will be despatched FROM BOMBAY on the following dates:—

28th April to Suez.
10th May to Aden.
23rd May to Suez.
20th June to Suez.
20th July to Suez.
30th August to Suez.
11th September to Aden.

2. Overland Mails will be despatched on the 1st June, 1st July, and 1st August, from Bombay to Point de Galle, whence they will be conveyed by the P. & O. Company's Steamers on their way from Calcutta to Suez. These three Mails will be closed the evening previous to despatch.

Bombay, General Post Office, 20th April 1854.

DUNCAN DAVIDSON,
Post Master General.

Notice

Is hereby given, that in consequence of the SCARCITY of WATER in the Public Tanks and Wells throughout this Town and Island, all Shipping and Craft in the Harbour are, from this date, prohibited from taking Water from this Island.

It is hoped that this necessary measure will not put Masters of Ships, or others requiring Water in the Harbour, to any great inconvenience, as it is believed that Water may be procured from the Indian Navy Water Contractor at reasonable rates.

A. K. CORFIELD,
Senior Magistrate of Police.
Bombay, Police Office, 15th May 1854.

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.	23rd instant	Suez	Aden.
Cadiz	P. & O. Steam Navigation Company ..	1st proximo	Hong-Kong	Galle, Penang, and
Bombay	Bombay Steam Navigation Company..	12 hours after arrival of Overland Mail....	Kurrachee.	Singapore.
Asia	Messrs. Leckie & Co.	19th instant	Whampoa.	
Richard Cobden	" Edward Bates & Co.....	Ditto	Liverpool.	
Indiana	" Finlay, Scott & Co.....	Ditto	Whampoa.	
Quentin Leitch.....	" Ditto	20th do.	Greenock.	
America	" Lancaster & Co.	Ditto	Liverpool.	
Typhoon	" Ewart, Latham & Co.....	25th do.	London.	
Tornado	" W. & A. Graham.....	1st proximo	Liverpool.	

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

Bombay, General Post Office, 17th May 1854.

DUNCAN DAVIDSON,
Post Master General.

BOMBAY PRICE CURRENT

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

BEEF.			PORK, FRESH AND SALT (continued).			SUGAR OF SORTS.		
	Rs.	a. p.		Rs.	a. p.		Rs.	a. p.
Prime Pieces.....1st sort, 8 lbs.	1	0 0	Trotters, large.....per four	0	1 4	Sugar, Pina.....per md. of 28 lbs.	8	0 0
".....2nd " 10 "	1	0 0	" small.....	0	0 0	" Candy.....1st sort, "	7	8 0
".....3rd " 16 "	1	0 0	Pig's Liver and Heart.....	0	2 0	".....2nd " "	6	8 0
Brisket and Round.....1st " 12 "	1	0 0	Pork, salt, Country.....3 lbs.	1	0 0	".....3rd " "	6	0 0
".....2nd " 14 "	1	0 0				" soft.....1st " "	6	0 0
".....3rd " 10 "	1	0 0	POULTRY.			".....2nd " "	3	0 0
Meat for Soup.....each	0	3 0	Geese.....each	3	0 0	" brown.....	1	10 0
Shin, large.....each	0	2 0	Turkey, cock, Bombay.....	3	0 0			
" small.....	0	2 0	" hen, ".....	2	0 0	GHEE OF SORTS.		
Ox Tails.....	0	3 0	" cock, Goa.....	2	0 0	Ghee, Kurrahee.....per md. of 28 lbs.	0	4 0
Tongue, large.....	0	2 0	" hen, ".....	1	8 0	" Surat.....	7	0 0
" small.....	0	2 0	Fowls, large, Surat.....	1	0 0	" Bhowanuggur.....	6	4 0
Heart, large.....	0	1 0	" small, ".....	0	8 0	" Balghanty.....	6	4 0
" small.....	0	1 0	" large, Bombay.....	0	8 0	" Ghanty.....	6	0 0
Marrow-bone.....	0	1 0	" small, ".....	0	8 0	" Rajapoor.....	8	4 0
Ox Palates.....	0	4 0	Ducks, large.....	0	6 0	" Jaffrabad.....	8	4 0
Feet.....per lb.	0	4 0	" small.....	0	6 0			
Tongues (salted, dry), Poona.....each	0	4 0	Chickens, large.....per dozen	2	0 0			
" (pickled), Bombay.....	0	5 0	" small.....	1	12 0			
			Hens' Eggs.....each	0	3 0			
VEAL, SMALL.			Ducks.....	0	0 3			
Hind Quarter.....1st sort, 4 lbs.	1	0 0	FRUITS OF SORTS.					
".....2nd " 5 "	1	0 0	Pine-apples, Bombay, large.....each	0	0 0	Wheat, Hansia.....per cdy. of 8 pharas	22	0 0
".....3rd " 6 "	1	0 0	" small.....	0	0 0	" Jambooseer.....1st sort, "	21	0 0
Fore Quarter.....1st " 5 "	1	0 0	" Goa, large.....	0	2 0	" Bhowanuggur.....1st " "	19	0 0
".....2nd " 6 "	1	0 0	" small.....	0	2 0	".....2nd " "	23	0 0
".....3rd " 6 1/2 "	1	0 0	Pomelos, large.....	0	8 0	" Ghante.....1st sort, "	18	0 0
			" small.....	0	8 0	" Sinde.....	16	0 0
VEAL, LARGE.			Guavas, large.....	0	8 0	Gram, Jambooseer.....	25	0 0
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0 0	" small.....	0	8 0	" Ghogaree, new.....	23	0 0
".....2nd " 5 1/2 "	1	0 0	Oranges, large.....	0	8 0	" old.....	22	0 0
".....3rd " 6 1/2 "	1	0 0	" small.....	0	8 0	" Ghante, new.....	20	0 0
Fore Quarter.....1st " 5 1/2 "	1	0 0	" common.....	0	3 0	" old.....	20	0 0
".....2nd " 6 1/2 "	1	0 0	Grapes, black.....per seer	0	0 0	Bengal.....	0	0 0
".....3rd " 7 "	1	0 0	" green.....	0	0 0	Woored, Ghante.....	17	0 0
Head.....1st " 10 "	1	0 0	Melons, Water, large.....each	0	2 0	" Malabar.....	17	0 0
".....2nd " 10 1/2 "	1	0 0	" small.....	0	1 0	" Cutch.....	18	0 0
".....3rd " 8 "	0	8 0	" Musk, large.....	0	1 0	" Ghogaree.....	18	0 0
Feet.....four " 4 "	0	4 0	" small.....	0	0 6	Mutt, Ghogaree.....	16	0 0
Liver and Heart.....each	0	1 0	Plantains, red, large.....	0	4 0	" Ghante.....	15	0 0
			" small.....	0	4 0	" Cutch.....	14	0 0
MUTTON FOR EUROPEANS.			" yellow, large.....	0	4 0	Mugg.....	28	0 0
Saddle.....1st sort, per lb.	0	3 0	" small.....	0	0 0	" Ghogaree.....	17	0 0
".....2nd " 2 "	0	2 0	Limes, sweet.....	0	0 1	Bazaree, Ghante.....	23	0 0
".....3rd " 3 "	0	1 0	" sour.....	0	0 1	" Bhowanuggur, 1st sort, "	19	0 0
Legs, Loin, Neck, & Shoulder, 1st "	0	2 0	Potatoes, Nelligerries, large.....per seer	0	0 0	".....2nd " "	19	0 0
".....2nd " 1 " 1 "	0	1 0	" small.....	0	0 0	" Rajapoor.....	16	0 0
".....3rd " 1 " 1 "	0	1 0	" Mahableshwar, large.....	0	1 0	" Barley, new.....	15	0 0
Breast.....1st " 1 " 1 "	0	1 3	" small.....	0	0 0	" old.....	20	0 0
".....2nd " 1 " 1 "	0	1 3	" Poona, large.....	0	0 4	Toor.....	18	0 0
".....3rd " 1 " 1 "	0	1 0	" small.....	0	0 4	".....2nd " "	18	0 0
Tongue, Sheep's.....each	0	0 0	" Surat, large.....	0	0 4	Joaree.....	15	0 0
Brains.....	0	0 0	" small.....	0	0 3	Nachen.....	12	0 0
Head.....	0	1 0	Yams, white.....	0	0 0	Vattana.....	16	0 0
Liver and Heart.....	0	1 0	" red.....	0	0 0	Chowley.....per phara	3	12 0
Kidneys.....	0	0 4	Onions.....	0	0 2	" Bull, Broach.....	4	0 0
Feet.....four " 0 3 "	0	0 3	Ginger.....	0	0 0	" Surat.....	4	0 0
Suet.....per lb.	0	4 0						
MUTTON FOR NATIVES.			DRY FRUITS OF SORTS.			UNBOILED RICE OF SORTS.		
First sort.....12 lbs.	1	0 0	Plums, fine.....per seer weight	0	4 0	Rice, Putney.....per phara	2	8 0
Second.....14 "	1	0 0	" coarse.....	0	3 0	" Sindy, red.....	0	0 0
Third.....10 "	1	0 0	Currants, fine.....	0	4 0	" raw.....	2	0 0
			" coarse.....	0	3 0	" red.....	2	0 0
KID, SMALL.			Prunes, new.....	0	1 0			
Hind Quarter.....1st sort, 4 lbs.	1	0 0	" old.....	0	1 0	BEATEN RICE OF SORTS.		
".....2nd " 5 "	1	0 0	Almonds, sweet.....	0	1 0	Rice, Jersaul.....1st sort, per phara	3	8 0
".....3rd " 6 "	1	0 0	" bitter.....	0	1 0	".....2nd " "	3	4 0
Fore Quarter.....1st " 5 "	1	0 0				" Vergole.....1st " "	3	0 0
".....2nd " 6 "	1	0 0	BREAD, &c.			".....2nd " "	2	12 0
".....3rd " 7 "	1	0 0	A loaf, 1st sort.....13 oz. each	0	1 4	" Sindy ratra.....	0	0 0
Head, Feet, Liver, and Heart.....each	0	4 0	" brown.....	0	1 0	" Segundee.....	3	12 0
			".....16 oz. "	0	1 0	" Putney.....	2	12 0
KID, LARGE.			Flour, Wheat.....per seer measure	0	3 4	" raw.....	2	8 0
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0 0	Rolong.....	0	3 4			
".....2nd " 5 "	1	0 0	Sago, fine.....weight	0	1 4	MANGALORE RICE OF SORTS.		
".....3rd " 6 "	1	0 0	" coarse.....	0	2 0	Rice, unboiled.....1st sort, per robin	3	4 0
Fore Quarter.....1st " 5 "	1	0 0	Arrowroot, best.....	0	2 0	".....2nd " "	3	0 0
".....2nd " 6 "	1	0 0				" boiled.....1st " "	2	8 0
".....3rd " 7 "	1	0 0				".....2nd " "	2	4 0
			MILK AND BUTTER.					
LAMB, SMALL.			Cows' Milk.....per seer measure	0	1 4	BENGAL RICE OF SORTS.		
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0 0	" Butter.....per cup of 2 oz.	0	1 2	Rice, unboiled.....1st sort, per bag of 108 lbs.	7	0 0
".....2nd " 5 "	1	0 0	Buffaloes' Milk.....per seer measure	0	1 2	".....2nd " "	6	8 0
".....3rd " 6 1/2 "	1	0 0	" Butter.....per cup of 2 oz.	0	1 0	" bated.....1st " "	5	8 0
Fore Quarter.....1st " 5 "	1	0 0				".....2nd " "	5	4 0
".....2nd " 6 1/2 "	1	0 0						
".....3rd " 7 "	1	0 0				BHATT.		
						Bhatt, Putney.....per moora of 25 pharas	20	0 0
LAMB, LARGE.						" raw.....	27	0 0
Hind Quarter.....1st sort, 5 lbs.	1	0 0				" red.....	25	0 0
".....2nd " 5 1/2 "	1	0 0						
".....3rd " 6 1/2 "	1	0 0				SUNDRIES.		
Fore Quarter.....1st " 5 "	1	0 0				Saltetre, Europe.....per md. of 28 lbs.	2	8 0
".....2nd " 6 "	1	0 0				" Bengali.....	3	4 0
".....3rd " 7 "	1	0 0				" Rajapoor.....	1	8 0
						Pepper, black.....1st sort, per seer	0	1 6
PORK, FRESH AND SALT.						".....2nd " "	0	1 3
Pork, fresh.....10 lbs.	1	0 0				" white.....	0	7 0
Pig, Roasting, large size.....each	1	0 0				Garlick, large.....	0	0 8
" small.....	1	0 0				" small.....	0	0 6
Pig's Head.....50 lbs.	1	0 0				Camphor.....per lb.	0	8 0
Sausages.....5 "	1	0 0				Salt, table.....per seer	0	1 4
						" common, white.....per pylee	0	1 2
						" black.....	0	1 0

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

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

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

Bombay, Monday, 15th May 1854.

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 11th May 1854.

No. 332 of 1854.—Under the authority of the Honorable the Court of Directors, the Right Honorable the Governor in Council directs that the name of Lieutenant W. Hutchison, of the 24th Regt. N. I., be removed from the List of the Army, without prejudice to any claims he may have under the Retiring Regulations.

Bombay Castle, 12th May 1854.

No. 333 of 1854.—The Right Honorable the Governor in Council is pleased to appoint the Officer Commanding the Station of Surat, the Senior Medical Officer, and the Executive Engineer, together with a Civil Servant who will be nominated from the Revenue Department, a Committee to report upon a subject which will be communicated by the Quarter Master General of the Army.

No. 334 of 1854.—The following Orders are confirmed :—

By Major Follett, dated Ahmedabad, the 20th April 1854, appointing Lieutenant Plomer to act as Adjutant to the 25th Regt. N. I., during the absence of Lieutenant Little on leave to Neemuch, or until further orders.

By Major Jackson, dated Rajcote, the 17th April 1854, appointing Cornet Pym to act as Quarter Master and Interpreter to the 2nd Regt. L. C., during the absence of Lieutenant Tucker on detached duty, or until further orders.

No. 335 of 1854.—The following appointment is made in the Medical Department, viz :—

Surgeon B. White, Staff Surgeon and Deputy Medical Storekeeper at Kurrachee, to officiate as Superintending Surgeon until further orders, vice Scott, proceeded to Europe on furlough, under Art. 9 of the new Furlough Rules.

No. 336 of 1854.—The following appointments are made in the Medical Department, viz :—

Superintending Surgeon E. W. Edwards to officiate as Inspector General of Hospitals, during the absence of C. D. Straker, Esq., C.B., on sick leave to the Neilgherry Hills, or until further orders.

Surgeon C. F. Collier, Staff Surgeon, Rajpootana Field Force, to officiate as Superintending Surgeon until further orders, vice Edwards.

No. 337 of 1854.—Brigadier W. N. T. Smee is appointed a Brigadier of the 1st Class, and to Command in Upper Scinde, vice Brigadier W. J. Browne, resigned.

No. 338 of 1854.—Sub-Conductor Charles Finn, of the Commissariat Department, is allowed a furlough to Europe for eighteen months, on Medical certificate, agreeably to the new Furlough Regulations.

Bombay Castle, 13th May 1854.

No. 339 of 1854.—An Order by Brigadier Trydell, dated Poona, the 2nd February 1854, appointing Lieutenant Evezard, Assistant Superintendent of Bazaars, to act as Superintendent of Bazaars at that Station, during the absence of Captain Morse on leave to Bombay, or until further orders, is confirmed.

No. 340 of 1854.—The following Native promotion is made :—

20th Regiment N. I.

Date of Rank.

Color Havildar Mohun Lall to be Jemadar, vice Ram Sing, deceased 10th April 1854.

No. 341 of 1854.—With reference to G. G. O. No. 312, of the 5th instant, the following arrangements are made :—

Lieutenant W. Kendall to be Executive Engineer Ahmedabad Division.

Lieutenant J. W. Playfair to be Executive Engineer Surat Division.

2nd Lieutenant G. M. Duncan to be Executive Engineer Deesa Division.

No. 342 of 1854.—Captain Wemyss, Engineer to the Dockyard, is allowed leave of absence from the 5th to the 30th instant, on private affairs, Captain Burke, Mint Engineer, conducting Captain Wemyss' duties during his absence.

No. 343 of 1854.—Gunner James Perry, of the 1st Troop Horse Artillery, is allowed his discharge from the Honorable Company's Service, agreeably to the provisions of G. G. O. No. 543, of the 23rd September 1852.

No. 344 of 1854.—The following Gentlemen are admitted to the Service, in conformity with their appointment by the Honorable the Court of Directors, as Cadets of Infantry on this Establishment, and promoted to Ensigns, leaving the dates of their Commissions for future adjustment :—

Infantry.

Date of Arrival at Bombay.

No. 117, Mr. Edward Robert Anderson.....	} 21th April 1854.
No. 119, Mr. Atherton Allan Park.....	
No. 126, Mr. Charles Henry Harrison	

The undermentioned Officers have returned to their duty, without prejudice to their rank, by permission of the Honorable the Court of Directors :—

Date of Arrival at Bombay.

Captain W. G. Duncan, 24th Regt. N. I.....	} 21th April 1854.
Captain C. P. Rigby, 16th Regt. N. I.....	

No. 345 of 1854.—Privates Samuel Harwood and John Doulan, of the 1st European Regiment (Fusiliers), are allowed their discharge from the Honorable Company's Service, under the provisions of the Government General Order No. 543, of the 23rd September 1852.

Bombay Castle, 15th May 1854.

No. 346 of 1854.—The services of Assistant Surgeon Gane are placed at the disposal of the Commander in Chief of the Indian Navy, for duty in that branch of the Service, and he is ordered to join.

Bombay Castle, 16th May 1854.

No. 347 of 1854.—The undermentioned Officers have returned to their duty, as follows:—

Major J. C. Heath, of the 5th Regt. N. L. I., 9th January 1854 (the date of arrival at Bombay of the Overland Mail which left England on the 4th December 1853).

Lieutenant P. Hodgson, of the 22nd Regt. N. I., 25th March 1854 (the date of arrival at Bombay of the Ship "Result").

No. 348 of 1854.—Lieutenant S. Cousens, of the 13th Regt. N. I., has returned to his duty, without prejudice to his rank, by permission of the Honorable the Court of Directors. Date of arrival at Bombay, 3rd May 1854.

No. 349 of 1854.—The following appointment is made:—

2nd Regiment Light Cavalry.

Serjeant Major A. Steers to be Riding Master, from the 11th January 1854, vice Heffernan.

No. 350 of 1854.—The Right Honorable the Governor in Council is pleased to publish the following General Order by the Most Noble the Governor General of India in Council, No. 438, dated Fort William, 25th April 1854:—

The Most Noble the Governor General of India in Council is pleased to promote the undermentioned Officers of the Madras and Bombay Establishments, under the operation of General Order No. 226, of the 14th November 1836:—

Lieutenant Colonel George Grantham, of the Madras Infantry, to be	}	From the 15th of April 1854, and to stand above Colonel Henry Lawrence, of the Bengal Infantry.
Colonel by Brevet.		
Lieutenant Colonel Commandant Henry Cracklow, of the Bombay Infantry, to be Colonel.		
Lieutenant Colonel William Prescott, of the Madras Infantry, to be Colonel by Brevet.		

(Signed) R. J. H. BIRCH, Lieut. Colonel,
Offg. Secy. to the Govt. of India in the Military Department.

No. 351 of 1854.—The following extracts from General Orders by His Excellency the Commander in Chief, dated the 27th ultimo and 5th instant, are confirmed:—

Head Quarters, Mahabeshwur, 27th April 1854.

Dr. Hall having been selected by the Queen for the Medical charge of the Forces proceeding on a particular service in the East of Europe, Surgeon Ross, 10th Royal Hussars, as Senior Medical Officer, will assume charge of the office of the Deputy Inspector General Her Majesty's Forces in this Presidency from the date of Dr. Hall's embarkation, subject to the confirmation of His Excellency the Commander in Chief in India.

Head Quarters, Mahabeshwur, 5th May 1854.

In consequence of the decease of Surgeon Ross, 10th Royal Hussars, the next Senior Medical Officer, Surgeon Webster, 78th Highlanders, is, with reference to General Order from this Department of the 27th ultimo, appointed to perform the duties of Deputy Inspector General H. M.'s Hospitals in this Presidency, from the date of the embarkation of Dr. Hall until the arrival of his successor, or until further orders, subject to the confirmation of His Excellency the Commander in Chief in India.

Surgeon Webster will repair to Head Quarters, so as to reach them on or immediately after the date of Dr. Hall's departure from Bombay.

No. 352 of 1854.—The leave for eighteen months granted to Lieutenant S. Dobree, late of the 5th Regt. N. I., to proceed to Egypt and Syria, on Medical certificate, is commuted to a furlough to Europe on the same account, from the date of embarkation.

No. 353 of 1854.—The Honorable the Court of Directors have announced in a Despatch addressed to the Government of India in the Financial Department, that the rate of Exchange for Bills to be drawn in the official year 1854-55, for Her Majesty's Naval Service, and for the public Service in China, as also in respect of Officers' Family Remittances and Effects, has been fixed at 2s. 0½d. the Company's Rupee.

Bombay Castle, 17th May 1854.

No. 354 of 1854.—Private Robert FitzGerald, of the 1st European Regiment (Fusiliers), is allowed a free discharge from the Honorable Company's Service, under the provisions of the G. G. O. No. 543, of the 23rd September 1852.

No. 355 of 1854.—The following Orders are confirmed:—

By Lieutenant Colonel Honner, dated Poona, the 23rd April 1854, assuming Command of the Poona Brigade as next Senior Officer, on the departure of Brigadier Trydell, on leave to Mahabeshwur.

By the same Officer, dated Poona, the 25th idem, making over the Command of the Poona Brigade to Lieutenant Colonel Commandant Leeson.

By Major Stewart, dated Kurrachee, the 24th April 1854, appointing Ensign LaTouche to act as Quarter Master and Interpreter to the 14th Regt. N. I., until further orders, vice Keays, appointed Acting 1st Class Commissariat Agent.

By Captain Briggs, dated Kolapoor, the 26th April 1854, appointing Lieutenant and Adjutant Maclean, of the 27th Regt. N. I., to act as Staff Officer at that Station from that date.

By Major Shephard, dated Sattara, the 30th April 1854, appointing Lieutenant Bainbridge to act as Quarter Master and Interpreter to the 24th Regt. N. I., during the absence of Ensign Neave on sick leave to Bombay, or until further orders.

By Captain Honner, dated Broach, the 6th November 1853, directing Assistant Surgeon Bean, Civil Surgeon, to receive Medical charge of the Detachment 1st Grenadier Regt. N. I., from that date.

By the same Officer, dated Broach, the 9th March 1854, directing Assistant Surgeon Bean, Civil Surgeon, to receive Medical charge of the Detachment 1st Grenadier Regt. N. I., from Assistant Surgeon Stratton.

By Lieutenant Moberly, dated Broach, the 24th March 1854, directing Assistant Surgeon Bean, Civil Surgeon, to receive Medical charge of the Detachment 17th Regt. N. I., from that date, or until further orders.

By the Senior Officer in charge of Head Quarters 3rd Battalion Artillery, dated Ahmedabad, the 26th March 1854, appointing Lieutenant Conybeare to act as Quarter Master and Interpreter to that Battalion, during the absence of Lieutenant Henderson on leave, or until further orders.

By Lieutenant Colonel Shortt, dated Belgaum, the 1st May 1854, appointing Lieutenant Barnes, Quarter Master and Interpreter, to act as Adjutant, and Lieutenant Robinson as Quarter Master and Interpreter, to the 20th Regt. N. I., during the absence of Lieutenant Shewell on duty to Poona, or until further orders.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

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

Bombay Castle, 13th May 1854.

No. 63 of 1854.—Mr. W. W. Dowson, Midshipman, returned to his duty on the 24th ultimo by the Honorable Company's Steam-vessel "Semiramis," with the permission of the Honorable the Court of Directors.

Bombay Castle, 15th May 1854.

No. 64 of 1854.—The services of Assistant Surgeon H. J. Gane are placed at the disposal of the Commander in Chief of the Indian Navy, for duty in that branch of the Service, and he is ordered to join.

Bombay Castle, 16th May 1854.

No. 65 of 1854.—Mr. C. Jones, 1st Class Engineer, is allowed a furlough to Europe for two years.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 16th May 1854.

The leave of absence granted to Captain W. F. Leeson, Commandant of the Guzerat Irregular Horse, on the 15th ultimo, is extended to the 2nd instant, on which date he resumed charge of his duties.

JUDICIAL DEPARTMENT.

Bombay Castle, 15th May 1854.

The authority conferred upon Captain W. F. Leeson, Commandant of the Guzerat Irregular Horse, as Deputy Magistrate in the Ahmedabad, Broach, and Surat Collectorate, as per Notification of the 24th December 1851, (Government Gazette of 1851, page 1704), is extended to the Kaira Collectorate. Under the provisions of Act IV. of 1851, Captain Leeson is also vested with the full penal powers of a Magistrate in the Ahmedabad Zillah, excepting the powers to flog and to review.

The Right Honorable the Governor in Council has been pleased to confirm the following Gentlemen in the appointments in which they are now acting, from the date of Mr. Spens's resignation of the Service :—

Mr. M. Larken as Puisne Judge, and Mr. M. A. Coxon as Registrar, of the Sudder Dewanee and Sudder Foujdaree Adawlut.

Bombay Castle, 17th May 1854.

The Honorable the Judges of Her Majesty's Supreme Court of Judicature have granted leave of absence, on Medical certificate, to Mr. S. Compton, the Prothonotary and Ecclesiastical Registrar of that Court, for eighteen calendar months from the 10th instant, and have appointed Mr. W. Cozens to act for him during his absence.

The Judge and Session Judge of Surat returned to Surat from his Circuit to the detached Station of Broach, and resumed charge of his duties on the 3rd instant.

By Order of the Right Honorable the Governor in Council,

H. L. ANDERSON, Secretary to Government.

**TERRITORIAL DEPARTMENT,
REVENUE.**

Bombay Castle, 15th May 1854.

Mr. A. Young, Deputy Collector, Scinde, has been allowed leave of absence for six months, to proceed to Bombay, and thence to Calcutta.

Bombay Castle, 17th May 1854.

Mr. T. C. Hope, Assistant to the Collector and Magistrate of Tanna, has been permitted to reside in Bombay for three weeks from the 22nd instant, for the purpose of preparing for and undergoing an Examination in the Guzeratee language.

Lieutenant T. Anderson, H. M.'s 78th Regiment, was permitted by G. O. of the 5th instant to resign his appointment of Supernumerary Assistant to the Superintendent Revenue Survey and Assessment, Southern Mahratta Country.

Rao Bahadoor Runchorbhaee Oomiasunkur, District Deputy Collector and Magistrate, Broach, has been allowed leave of absence for six days from the 22nd instant, on private affairs.

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

GENERAL DEPARTMENT.

Bombay Castle, 16th May 1854.

The Honorable the Court of Directors have permitted Mr. R. Y. Bazett, of the Bombay Civil Service, to resign the Company's Service from the 1st instant.

Bombay Castle, 17th May 1854.

Mr. E. P. Robertson, of the Civil Service, is allowed leave of absence for three years from the date of embarkation, to proceed to Europe, on sick certificate.

Sub-Assistant Surgeon J. C. Lisboa is directed to proceed to Kurrachee forthwith, and receive charge of the Charitable Dispensary at that Station, and Sub-Assistant Surgeon Shamrow Narrayen is appointed to take charge of the Charitable Dispensary at Bandora from Mr. Lisboa.

ECCLESIASTICAL DEPARTMENT.

Bombay Castle, 17th May 1854.

The Reverend D. H. Cotes, Assistant Chaplain, at present on duty at the Presidency, is appointed to officiate as Chaplain of Sattara, until further orders.

The Reverend Mr. Tyrwhitt returned to his duty on the Ecclesiastical Establishment of this Presidency on the 24th ultimo, and has been appointed to act as Senior Chaplain at Kurrachee.

*By Order of the Right Honorable the Governor in Council,
C. E. FRASER TYTLER, Offg. Secretary to Government.*

SUDDER DEWANEE ADAWLUT.

The Judges of the Sudder Dewanee Adawlut have made the following appointment :—

Azum Hurreelal Umbashunker to be Moonsiff in the Surat Zillah.

*By Order of the Sudder Dewanee Adawlut,
M. A. COXON, Acting Registrar.*

Bombay, Sudder Dewanee Adawlut, 17th May 1854.

JUDICIAL DEPARTMENT.

The Right Honorable the Governor in Council is pleased to sanction the closing of the Court of Small Causes, from the 20th instant to the 5th proximo (both days inclusive).

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

H. L. ANDERSON,
Secretary to Government.

Bombay Castle, 17th May 1854.

**MEDICAL DEPARTMENT,
CIVIL.**

Second Hospital Assistant Gungajee Nursoo, Civil Hospital, Tanna, is transferred to the Police Corps, Bombay.

Second Hospital Assistant Davee Sing, Subsidiary Jail, Waghotun, is transferred to the Civil Hospital, Tanna.

Bombay, Medical Board Office, 16th May 1854.

*By order of the Medical Board,
F. MANISTY, Assistant Surgeon,
Secretary Medical Board.*

Advertisement.

Messrs. HOLDER and Co., Booksellers, have on sale, on account of Government, Copies of Part III. of Mr. Morris's Reports of Selected Cases decided by the Sudder Dewanee Adawlut of Bombay. Price, Rs. 2 per copy.

Notice

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

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

3. 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 Rs. (1,576) one thousand five hundred and seventy-six, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount of Rs. (6,305) six thousand three hundred and five, 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 Rs. (30) thirty to (200) two hundred, at the op-

tion 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 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 securities 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 at Rupees (31,527) thirty-one thousand five hundred and twenty-seven.

13. 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,
17th May 1854.

OPIUM MEMORANDUM for the Week ending Tuesday, 16th May 1854.

YEARS.	PASSES GRANTED AT INDORE			IMPORTED INTO BOMBAY			EXPORTED BY SEA			Balance unaccounted for.	Detail of Exports from 10th to 16th May 1854.		
	Up to the 9th May 1854.	From 10th to 16th May 1854.	Total.	Up to the 9th May 1854.	From 10th to 16th May 1854.	Total.	Up to the 9th May 1854.	From 10th to 16th May 1854.	Total.				
For 1851-52. Chests	20,047½	..	20,047½	20,047½	6½	20,047½	20,086½	3½	20,087½	3½	OP THE SEASON 1851-52.	Chests	1
" 1852-53. "	27,955½	..	27,955½	27,955½	6	27,955½	27,558½	300½	27,558½	300½	OP THE SEASON 1852-53.	"	24½
" 1853-54. "	21,763	..	21,763	16,610½	920	17,549	19,217½	3½	14,400	3,076½	OP THE SEASON 1853-54.	"	1,951½
											Total....	Chests	1,977

H. YOUNG,

Commissioner of Customs, Salt, and Opium.

Bombay, Office of Commr. of Customs, Salt, and Opium, 17th May 1854.

Notice.

WANTED, a COMPOUNDER, on a Salary of Rupees Thirteen (13) per mensem, for the General Convalescent Hospital at Steamer Point, Aden.

Application may be made to this Office daily, from 10½ A. M. to 5 P. M., Sundays excepted.

J. B. RAMSAY, Captain,

Acting Deputy Comm'y. General.

Bombay, Depy. Comm'y. General's Office,
16th May 1854.

Memorandum.

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

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

J. A. BALLARD, Lieutenant,

Assistant to the Chief Engineer.

Bombay, Chief Engineer's Office,
20th march 1854.

Notice.

Verbal offers will be received at this Office, at noon precisely on Monday next the 22nd 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 Anvils, Smith, (Europe,) 2nd size.
- 8 Ditto ditto (ditto) 3rd size.
- 1 Plane, Carpenter, (Europe,) Panel.
- 200 Cubic Feet Timber, Bhendy.
- 100 Ditto ditto Cullum.
- 2,000 Yards Cloth, Canvas, (Calicut,) Hempen.
- 5 Cwt. Iron Plate, ½ inch thick.
- 7 Vices, Smith, Bench, small.
- 50 Skins, Calf.
- 200 Cubic Feet Timber, Babool.
- 40 lbs. Nails, Copper, Brad, ½-inch.
- 56 lbs. Steel Bar, Cast, 2-inch.
- 56 lbs. ditto ditto 1½-inch.
- 5 Rasps, small, flat, 8-inch.
- 24 Desks or Tables require to be repaired and re-covered.
- 5 Scales, with Copper Pans, of English manufacture, for weighing Rupees 2,000 at one weightment.

8,000 Square Feet Timber, Plank, Deal.
 3,000 Sheets Paper, Drawing, Royal.
 1,600 Ditto ditto ditto Cartridge.
 108 Pens, Mapping, with Handle, by Gillott.
 6 Buckets require Europe Rope Handles.
 40 Plates, Glass, 28 inches by 21 inches.
 1 Water Closet, (Europe,) Patent.
 100 Feet Iron Chain, $\frac{1}{2}$ -inch thick.
 12 Files, Smooth or Polishing, large, round.
 48 Ditto, (3-Square,) from 8 to 4 inches.
 18 Ditto Saw, of sorts, 3 to 2 inches.
 20 Ditto Bastard, square, large.
 14 Ditto Smooth or Polishing, square, large.
 610 Yards Cloth, Canvas, Calicut, Hempen.
 50 Vices, Smith, Bench, small.
 72 Bamboos for Sling, Mountain, 8 feet long, and 4 inches in diameter.

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

When an offer is accepted for making supplies within a specified period, and the tenderer fails to fulfil his agreement, the cash deposit made at the time of sale will be forfeited to Government; but when circumstances render it necessary to receive the articles from him after the stipulated period, a deduction of five per cent. will be made from the amount of the bill for the same.

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

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

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

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

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

Bombay, Depy. Commy. Genl.'s Office,
 17th May 1854.

MILITARY

ARRIVALS AND DEPARTURES.

1854 ARRIVALS.

11th May.—Lieutenant Colonel W. N. T. Since, 17th Regt. N. I., to join, from Asseerghur.
 " " Assistant Surgeon J. M. Barnett, M.D., Horse Artillery, on duty, from Poona.
 " " 2nd Lieutenant W. DeVitre, Horse Artillery, on duty, from Poona.
 " " Captain E. S. Blako, Horse Artillery, on duty, from Poona.
 " " Lieutenant Harris, Horse Artillery, on duty, from Poona.
 " " Lieutenant J. H. Reid, Horse Artillery, on duty, from Poona.
 12th " 2nd Lieutenant G. M. Duncan, Engineers, on duty, from Poona.
 " " Lieutenant Mackechnie, 5th Regt. N. I., en route to Poona on duty, from Dharwar.
 " " Lieutenant and Adjutant W. V. Shewell, 20th Regt. N. I., en route to Poona on duty, from Belgaum.
 " " Lieutenant and 2nd in Command G. A. Harrison, Hyderabad Cavalry, on leave, from Aurungabad.

12th May.—Lieutenant J. A. Fuller, Engineers, on leave, from Sureanjuh.
 13th " Lieutenant Haggard, Artillery, on leave, from Kolapore.
 " " Lieutenant Brett, 11th Regt. N. I., on duty, from Caves of Wingar.
 14th " Lieutenant and Adjutant E. W. Dunn, 2nd Cavalry Hyderabad Contingent, to join, from Madras.
 16th " Lieutenant W. W. Browne, 9th Regt. N. I., to join, from Belgaum.
 " " Lieutenant R. T. Tabbs, 9th Regt. N. I., en route to Surat, from Waghnotun.

1854 DEPARTURES.

10th May.—Ensign S. F. McGillivray, 20th Regt. N. I., to join, to Ahmednuggur.
 11th " Captain J. F. Cruickshank, Engineers, on leave, to Kandalla.
 " " Assistant Surgeon J. M. Barnett, M.D., Horse Artillery, on duty, to Poona.
 12th " Major E. H. Hart, Marine Battalion, on leave, to Mahabeshwur.
 " " Ensign W. Dickinson, 8th Regt. N. I., on duty, to Poona.
 " " Brigadier A. Woodburn, C.B., Staff, to join, to Nusserabad.
 " " Captain Eden, Assistant Resident, to rejoin, to Indore.
 " " Assistant Surgeon W. C. Coles, Assistant Garrison Surgeon, on leave, to Mahabeshwur.
 " " Lieutenant W. T. Chitty, Staff, on leave, to Mahabeshwur.
 " " Cornet LeGeyt, 3rd Cavalry, on duty, to Poona.
 " " Lieutenant W. W. Goodfellow, Engineers, to rejoin, to Poona.
 13th " Ensign G. S. Mignon, 15th Regt. N. I., to join, to Bhooj.
 " " Lieutenant G. Beresford, 10th Madras N. I., on duty, to Poona.
 " " Captain W. H. C. Lye, 13th Regt. N. I., on leave.
 14th " Lieutenant and Adjutant W. V. Shewell, 20th Regt. N. I., on duty, to Poona.
 15th " Captain Tucker, 2nd Cavalry, to rejoin, to Rajkote.
 " " Major W. G. Duncan, 24th Regt. N. I., to join, to Sattara.
 16th " Captain W. H. Godfrey, 17th Regt. N. I., to join, to Baroda.
 " " Ensign C. B. La Touche, 17th Regt. N. I., to join, to Baroda.
 " " Ensign A. J. W. Stevenson, 18th Regt. N. I., to join, to Rajkote.
 " " Lieutenant Annesley, Pension Pay Master, on duty, to Panwell.
 17th " Lieutenant Tabbs, 9th Regt. N. I., to join, to Surat.
 " " Ensign F. C. Donne, 3rd European Regt., to rejoin, to Poona.
 " " Captain R. J. Shaw, Assistant Commissary General, to join, to Poona.
 " " Lieutenant J. M. Holt, 20th Regt. N. I., to join, to Belgaum.
 " " Lieutenant A. Carnegie, 27th Regt. N. I., to rejoin, to Kolapore.
 " " Lieutenant Mackechnie, 5th Regt. N. I., on duty, to Rutnagherry.
 " " Lieutenant A. A. Des Vœux, 5th Regt. N. I., on duty, to Dharwar.

Bombay, Town Major's Office,
 17th May 1854.

SHIPPING INTELLIGENCE.

1854 ARRIVALS.

10th May.—Ship City of Palaces, H. Hamer, from Mauritius 31st March.
 Passengers—Mrs. Hamer; 176 Coolies, and 4 Natives.

- 11th May.—Steamer Victoria, C. Menesse, from Surat 10th inst.
Passengers—Ensign A. N. Wilson, H. M.'s 80th Regiment; Mrs. Sandwith; and 100 Natives.
- 12th " Steamer Eaglet, Robert Turnbull, from Cochin 6th instant.
Passengers—Messrs. Oughterson, M. Remington, S. Remington, J. Andrew, and Murphy; Capt. Mackenzie; Mrs. Shewell; 8 Second Class; and 70 Deck Passengers.
- 14th " Ship Sumroo, J. Henderson, from Liverpool 27th December.
 " " Steamer Mountstuart Elphinstone, C. W. McDonald, from Surat 13th instant.
Passengers—H. Alvers, Engineer; A. Matthews; and 120 Natives.
- " " Barque Arablan, T. Couch, from Port Phillip 7th February.
Passengers—Mrs. Carpenter, and 3 Children.
- " " Ship Margaret Mitchell, T. Jameson, from Clyde 28th December.
 " " P. and O. Co.'s Steamer Cadiz, W. H. Roberts, from Hong-Kong 14th instant.
Passengers—Lieutenant Brooman; Lieutenant Dunn; and 11 Natives.
- 16th " Steamer G. R. Clerk, J. Clarke, from Surat 15th instant.
Passengers—127 Natives.

1854 DEPARTURES.

- 10th May.—Steamer Mountstuart Elphinstone, W. McDonald, to Surat.
Passengers—A European Gentleman; & 11 Natives.
- " " Steamer G. R. Clerk, J. Clarke, to Surat.
Passengers—200 Natives.
- " " Ship Futtay Rāymon, Nacodah, to Mauritius.
Passengers—2 Natives.
- " " Arab Ship Piedmontaise, Nacodah, to Muscat.
- " " H. C. Steamer Semiramis, J. Frushard, Esq., Commander, to Aden.
Passengers—T. Lancaster, Esq.; Lieutenant W. Croker, H. M.'s 78th Regt.; Dr. J. Hall; Lieutenant R. Cowpar; Captain and Mrs. H. A. Cumberlege; Lieutenant W. G. Mainwaring; Captain W. Lowe; J. Mabson, Esq.; Major T. G. Fraser; Captain F. G. J. Lascelles. *Second Class*: Mr. J. Taylor.
- 11th " Ship Caldera, John Harrison, to London.
- " " Dutch Ship Flivo, S. V. Dohley, to Liverpool.
Passengers—Mr. and Mrs. Johnstone, and 3 Children; 3 Children of Mr. Firlie's, and European Female Servant; and Mr. Bunley.
- 12th " Ship Queen Mab, A. Glendenning, to Liverpool.
- 13th " Steamer Victoria, C. Menesse, to Kurrachee.
Passengers—Lieutenant E. Thompson; 1 Warrant Officer; 11 European Rank and File; 5 Followers, and 11 Natives.
- " " Steamer Sir J. R. Carnac, A. L. Taylor, to Surat.
Passengers—Several Natives.
- 10th " P. and O. Co.'s Steamer Singapore, R. B. Baker, to Gallo, Penang, Singapore, and Hong-Kong.
Passengers—Lieutenant Colonel Delamain; Lieutenant Anderson, 78th Highlanders; Mr. Walker; Mr. Young, and Servant; Mr. Walker, and Servant; and 3 Native Deck Passengers.

A. K. CORFIELD,
 Senior Magistrate of Police.

Bombay, Police Office, 17th May 1854.

NOTICE.—MR. JAMES KINLOCH MALCOLMSON is this day admitted into our Firm.

FORBES & Co.

Bombay, 24th April 1854.

MR. ARNOLD BURROWS COLLETT is authorised to Sign for us by Procuration, during the temporary absence of Mr. DUNLOP.

DUNLOP & Co.

Mr. ARNOLD BURROWS COLLETT is authorised to receive all Monies due to me on my private account, and his receipt for the same will be fully binding on me.

ANDREW DUNLOP.

Bombay, 15th May 1854.

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	6 per cent. per ann.
On other Bills	10 " "
On ditto if secured by Govt. Paper	9 " "
Not exceeding 2 months.	

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

RATES OF EXCHANGE.

On London at 6 months' sight	2s. 0½d. per Rupee.
" " 3 " "	2s. 0½d. "
" " 2 " "	2s. 0d. "
" " 1 " "	1s. 11½d. "
" " 1 day's "	1s. 11¾d. "
On Scotland 1 " "	1s. 11¾d. "
On Ireland 1 " "	1s. 11¾d. "
Circular Notes payable throughout Europe	1s. 11¾d. "

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, negotiable in Bombay, is one-half per cent. on the amount invested or realized; and on the collection of Bills one per cent., and Postage.

Bombay, 17th May 1854.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

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

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

DIRECTORS.

Chairman.—The Chisholm, Ercless-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.

CIVILIANS.				MILITARY AND NAVAL.		
Ago.	One year.	Seven years.	Whole life.	One year.	Seven years.	Whole life.
	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.	Co.'s Rs.
18	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.