



Bombay Government Gazette.

Vol. 24.]

Published by Authority.

[No. 21.

Three Rs. per Quarter.]

THURSDAY, 25TH MAY 1854.

[Eight annas per copy.]

NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

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

Bombay Castle, 18th January 1832.

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

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

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

NOTICE.

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

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

MARINE DEPARTMENT.

The Right Honorable the Governor in Council is pleased to notify that the Monthly 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.

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 Bazaars 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 Bazaars' 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 Bazaars 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 Bazaars and Police Deesa Field Brigade.

Sudder Bazar, Choury and Police Office,
Camp near Deesa, 1st April 1854.

અહરમખર.

આપીએ છું ને શ્રી દીશાની કાંપના રેખ તથા કંતરી દારૂ તથા ગાંજા અક્રીમ ચરસ ભાંગ તથા માહાજન લશ્કરી રથ અત તથા કાલા શીપાઇએને વચવાનો ગુતા વરસ ૧ શુધીનો કરવાનો છું તારીખ ૧ જુલાઈ રૂને ૧૮૫૪ થી તે તેજુ હરાજ તારીખ ૨ જુન રૂને ૧૮૫૪ ને દીવસે બપોરના શ્રી દીશાના બખર તથા પોલીસ માસતરની હાકી શમાં થાયે તથા ગુલાઈમાં કાંમેશરી જનરાલ શાહેબની હાકીશમાં બપોર લખેલ દીવસે તથા ૧ મતે બીડેલીએ સીઠીએ પણ એ ગુતા સમંધી લેશે તથા તે સીઠીઓની શાયે અનામત રૂપીઆ પણ ચુકાવશે.

૨. કાલા શીપાઇએ દીશાના લશ્કરનાં છું તેની વીગત.

૧ પલટું કાલી પેદલની ૭૪૪
૧ દેશકોદરન કાલી તરૂપની ૧૩૦
લશ્કરી રહી અત. ૧૦૯૬૬

૩. પલટું વીગેરેનાં નાંણુશ ને દીવસે ગુતો હરાજ થાયે તે દીવસે નેટલા હશે તેને હોશાયે ગણતરી લેવાં છે ને તે નાંણુશની ગણતરી ને વેલા હરાજ થાયે તે વેલાએ ચરવે કાંઈ ગુતો લેવા આવશે તેમને બતાવશે અને ને કાંઈ દર નહીને શરકારને ભરવાની માંગણીનાં ઠરશે તેનાં કાંઈ શીપાઇ કાપનાં આવે અથવા બાંએ તેના શયબથી તે ભરણનાં ઓછુ અતક થવાનુ નથી થવા એ કે હાલ ને લશ્કર છું તેના બપરથી ગુતો કરવાનો છું ને લશ્કરનો ઓથો હોશાયે ઇંઆ ધરેતો ગુતાના પગારનાંથી તેની વધગરનુ નજરે લેતુ આવતુ ઠરશે ને મ અત સમજતુ કે કેમ ફેલાવર બાંએ અથવા આવે તો કંટારાટ વાલાનો કાંઈ દર દાવો નહી ને વલતરપણ નહી નહી ફકત બપર લખા પરનાંણે નેટીવ તરૂપ બાંએ તેનો દાવો બપર લખા પરનાંણે નહી.

૪. હરાજનાં તથા બીડેલી સીઠીનાં નેણાબ કે આટલા રૂપીઆ દર નહીને કુપંતી શીકાના શરકારને આપીયુ ને ને કાંઈ હરાજનાં નાં નજરો કરવાને આવશે તથા નુ બાંએ કંમેશરી જનરાલ શાહેબની હપીયનાં સીઠી આપવા બાંએ ને ધણી પેહેલાંથી અનામતના રૂ. ૫૦૦ દારૂના ગુતાના તથા રૂ. ૨૫ ગાંજા અક્રીમ વીગેરેના ગુતાનો ને નહી ચુકશે તો તેની સીઠીએ લશે નહી અને ને કાંઈ ધણી હરાજનાં બેલાપછે તથા સીઠીએ આપાપછે કંટારાટના કાગજ બપર ચહી કરવાને હાલ કરશે આ બાંહાંનુ કાઢશે અથવા નાં ચુકર બાંએ તો તે અનામતના રૂપીઆ શરકાર દાખલ થાયે ને ને સમજની માંગણી અથવા સીઠી નંજુર થશે તે ધણીપાશે થી બીબ રૂપીઆ બાકાના નેટલા એક નહી નાના ભરણાના ઠરશે તેટલા પુરા કરાવી લેશે પેશગી રાખવાને વાશતે અને તે પેશગીના રૂપીઆ બખર માસતર શાહેબની તોજારીનાં અનામત રેહેશે નાંશુધી ગુતો પુરો થાં તાંહાંશુધી.

૫. વહી એથવાએ ગુતા રાખનાર ધણી બે શારા આવરદાર અને માતેબ નાંમીન આપે તે નાંમીન પોતે પાશે રહીને ગુતા બરાબર કરાર પરનાંણે ચલાવે અને કદી શરકારના ભરણનાં ઓટ પડે તે નાંમીન પુરી કરી આપે.

૬. ગુતાવાલા ધણી ગુતાનુ દર નહીના ગુ ભરણુ દર નહીનાની પેલી તારીખે પેશગી

આપે તે તારીખ ૧ જુલાઈ શંને ૧૮૫૪ થી શરૂ કરે.

૭. કદાપી કાંઈ ધાનો દારૂ ગારા માન રાને વચ્ચે હોય તેને પકડવાને કન્ટ્રોલ શાહેય બુનામય નાણે ને પોલીસના માણે નાંહી કેથે રાખવા નાંઈએ તો તે રાખવાને ને મરચ થયે તે ગુતો લેનાર ધણીએને આપવા પડશે.

૮. આ ગુતા કાંઈ લે તેનો નશા તથા ગુકમાન તે ધણીગુ છે અને ગુતાવાલા ધણીને અશનાની શુલતાની શંખે કમ્મ નજરે મલનાર નથી શવાએ ને કાંઈ ખુલુ કંટ રાટનાં લખેલુ છે તેથી બીલુ કાંઈ નજરે મલશે નહી વાયતે ને કાંઈ અરજ કરશે તે ગુતાના રૂપીઆનાંથી પાછુ નજરે લેવાને તે અરજ કાંઈ શાંભલશે નહી.

૯. આ કંટરાટ શંખે ૧ગતવારે પુછ

વુ હશે તો શ્રી દીયાના કાંપનયે બહાર તથા પોલીસ માયતરની હાફીયનાં તથા ગુયાઈ મધે કંનેયરી નનરાલ શાહેબની હાફીશનાં રવીવાર શવાએ દરરોન કલાક ૧૦ થી કલાક ૪ શુધી અરજ કરશે તેને ખતલવી વાકફ કરશે.

૧૦. ગુતો જાંહાં શુધી નીલટરી બેરડ મંજુરી કરે તાંહાં શુધી કચી પરકારે મુકરર થયા નાંણે નહી.

૧૧. ને કાંઈની ચોટી અથવા માંગણી રદ કરશે તેગુ કારણ કેથે નહી.

શદર બખર આવડી એન પોલીસ હાફીય કાંપ દીશા તારીખ ૧ લી અપરેલ શંને ૧૮૫૪.

R. J. SHAW, Captain,

Assist. Commy. General N. D. A.,

In Charge Bazars and Police, Deesa Field Brigade.

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 Omercaday.	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 જીપરથી આપવામાં આવે છે, જે વીગત થાય છે તેની હેઠલ જે જુદીજુદી આશાની આના નામો લખેલા છે, તેઓએ મુંબઈની નાદાર દેણદારોના છુટકા કરનારી કોરટને અરજીઓ આપી છે, તેના એક એકની અરજ એવી છે જે વીકરોરીઆના અગીઆરને વરસે જે ધારો કરીને ઠરાવે છે, તેના એકવીશમાં બાબતોના ઇલાજ હોવાને મળે.

નામ.	ધંધો.	જાત.	રેહવાળું ઠેકાણું મુંબઈ મધે.	અરજીઓ દાખલ કરાની તારીખો.		
				જાહેરખાતે	માસ.	વરસ.
માનવેલ ડીએન.	આર. એ. દાલાશ. ઇશકુએર ધારાના વકીલની આકરીમાનો એક લખનારો.	ખરીશ ડીઆન.	ખાહારકોટ જીનર ખાડીમાં.	૪ થો.	મે.એ.	૧૮૫૪
નશરવાનજી મેહેરવા નજ.	વેપારી.	પારશી.	કોટમાં હોરમજી વાડીઆની એલીમાં.	એન	એન	એન
જુશય જુરમહમદ.	રંગારી.	મહમદી આન.	ખાહારકોટ ગીર ગામના રજતા જીપર ચીરાયજી રની પડોશમાં.	૧૧ મો.	એન	એન
રામાતાનાજી શાલવી.	ધારાના વકીલ. ઇ. આરથર ઇશકુએરની આકરીમાનો શીપાઇ.	હોંકુ.	ખાહારકોટ કોલ ભાત વાડીમાં.	૧૩ મો.	એન	એન

જીપર લખેલા નાદાર દેવાદારોની અરજીઓની બાબતોમાં શીરશતા પરનાં હુકમ થયા છે, જે જીપર લખેલા ધારાની શાતની કલમ પરનાં નાદાર દેવાદાર મજકુરોની થાવર તથા નંગમ મીલકત તથા એન વચત આ નામદાર કોરટનાં આફીશીઆલ આશાએનીના તાબામાં આપે.

નીચે લખેલા દેણદારોની અરજીઓ શાંભલવાશર ઠરાવેલા દાહાડા.

નામ.	વખત.		
	દાહાડો.	માસ.	કલાક.
જુશયજુરમહમદ.	૩ જા શામવાર.	આવતો જુન	૧૧
રામાતાનાજી શાલવી.	એન	એન	એન

આડા આવનાર દેણદારોને, થોડામાં થોડા શાંભલવાના તણ દાહાડા અગાજી, શેગણનાં માર્થી શાખીત કરેલા પોતાના દાવા હમારી આફીશમાં દાખલ કરવા નાઈએ. તથા શીરશતા પરનાં તેઓને ફી આપવી નાઈએ. જીપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ મીલકતની, રીપા હમારી આફીશમાં દાખલ કરી છે.

૧. પુરકફીલડ,
કોરટનાં આકડોંગ કલારક મહી.

શા મુંબઈના કોટમધે, કોરટના કલારકની આફીશમાં,
૬મી તારીખ ૧૬ મી મેએ શને ૧૮૫૪.

(True Translation)

J. FLYNN, Chief Translator.

FORT WILLIAM,
HOME DEPARTMENT,
LEGISLATIVE,

The 12th May 1854.

Act No. XII. of 1854 is republished, with the view of a misprint which occurs in Section VII. being corrected. For "Section VI. Regulation IV. of 1821" read "Section IV. Regulation IV. of 1821."

ACT NO. XII. OF 1854.

Passed by the Governor General of India in Council on the 10th March 1854.

An Act for conferring Criminal Jurisdiction upon District Moonsiffs in the Presidency of Madras.

Whereas the administration of justice in the Presidency of Madras will be promoted by vesting District Moonsiffs with jurisdiction in criminal cases; It is enacted as follows:—

I. It shall be competent to the Governor in Council of Fort St. George, by an order in writing, to empower one or more of the District Moonsiffs in any Zillah of the said Presidency to hear and determine complaints or prosecutions for petty offences and for petty thefts, as defined in Sections XXXII. and XXXIII. of Regulation IX. of 1816, and for petty offences of the description specified in Clause 1, Section VIII. Regulation XIII. of 1832, and to inflict upon the offenders the punishments which Magistrates are authorised to inflict for the same offences by the said Sections of Regulation IX. of 1816, and by Clause 2, Section VIII., Regulation XIII. of 1832.

II. In bringing criminal cases before a District Moonsiff for trial under this Act, the District Police shall be subject to the same laws and rules as are now applicable to them in bringing similar cases before a Magistrate.

III. Prisoners under trial by the District Moonsiffs under the provisions of this Act shall remain in the custody of the Police.

IV. All laws and rules now in force relating to the mode of procedure in such criminal cases in the Courts of the Magistrates shall also apply to and regulate the mode of procedure in such criminal cases in the Courts of the District Moonsiffs.

V. Provided always, that in trials or investigations under this Act, the District Moonsiffs shall take down the complaint and defence, as well as the oral evidence, fully in writing, and shall receive all relevant and material documentary evidence, properly tendered, and file the same, or a copy thereof, or such parts thereof as may be relevant.

VI. The powers vested in Sessions Judges by Section XXXVII. Act VII. of 1843, and the Regulations therein referred to, to review, alter, and over-rule the proceedings, orders, and judgments passed by Sudder Amceens in criminal cases, shall extend to the proceedings, orders, and judgments passed by the District Moonsiffs under this Act.

VII. It shall be competent to the Governor in Council, when he shall empower one or more of the District Moonsiffs in any Zillah to exercise criminal jurisdiction under this Act, to order at the same time that the provisions of Clauses 2, 3, and 4, Section IV. Regulation IV. of 1821, and of Act XXXIII. of 1837, shall cease to have any operation in that Zillah, or in the parts of it in which such criminal jurisdiction is to be exercised by a District Moonsiff.

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 exactions 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

	Rs.	a.	p.
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 *bond 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 preceding 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.

LXXVI. 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.

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

LXXVIII. 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.

LXXIX. The Court, on the statement on oath of any person 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 plaint.

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 ordered 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 immovable 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 immovable 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 immovable 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 plaintiff, 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 *Plaint*.

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 *Plaint*.

_____ 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 command 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 H.

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.

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 option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract, it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract, whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in para. 4 of this Notice will be forfeited to Government.

6. It is also to be understood, that any negligence, evasion, or refusal on the part of a contractor to make supplies, or obey orders, or any attempt on his part, or that of his agents, to pass off articles of an inferior quality in lieu of those he is bound to supply, or any neglect to deliver them at the time and place ordered, will subject him, in every instance, to be fined to the extent of 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. Gent.'s Office,
17th 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.

OPIUM MEMORANDUM for the Week ending Tuesday, 23rd May 1854.

YEARS.	PASSES GRANTED AT INDORE			IMPORTED INTO BOMBAY			EXPORTED BY SEA			Balance unaccounted for.	None.
	Up to the 16th May 1854.	From 17th to 23rd May 1854.	Total.	Up to the 16th May 1854.	From 17th to 23rd May 1854.	Total.	Up to the 16th May 1854.	From 17th to 23rd May 1854.	Total.		
For 1851-52. Chests	26,047½	..	26,047½	6½	..	26,047½	26,037½	..	26,037½	33	
" 1852-53. "	27,955½	..	27,955½	6	..	27,955½	27,583½	..	27,583½	306½	
" 1853-54. "	21,763	1,011	22,774	3½	1,129	18,678	14,469	..	14,469	4,205½	

Detail of Exports from 17th to 23rd May 1854.

C. J. DAVIES,

Deputy Commissioner of Customs, Salt, and Opium.

Bombay, Office of Commr. of Customs, Salt, and Opium, 24th May 1854.

LIST of REMITTANCES forwarded from the Military Accountant's Office to the other Presidencies, during the Month of April 1854.
Published as per Government Letter No. 3159, dated 7th November 1849.

Date of the Remittance Lists.	From what Pay Office received.	By whom made.	In whose favour.	To what Presidency.	Date of the receipt in the Military Accountant's Office.	Total.	Date when forwarded.
1854.					1854.	Rs. a. p.	1854.
March 1st	Military Pay Office, Presidency.	Ensign C. J. Lyon, Paymaster 16th Regt. N. I.	To the Civil Residency Surgeon, on account of Private Bhandoo Ahir, 2nd Co. 16th Regt. N. I., which was advanced	Bengal ..	April 1st	5 0 0	April 4th
Feb. 15th	Pay Office Northern Division Army.	Captain G. P. Sealy, Commanding 4th Troop Horse Brigade.	The Director Artillery Depôt, St. Thomas's Mount, on account of Nos. 10, 11, and 12 of 1853, Madras Artillery Records	Madras ..	3rd	1 8 0	" "
March 1st	Ditto ditto	Acting Paymaster 1st Grenadier Regt. N. I.	Station Staff Officer at Mangalore, on account of Sepoy Teemapa, Right Flank Co.	"	"	11 0 0	" "
Feb. 28th	Ditto ditto	Jemadar Dewjee Bhoglay, 25th Regt. Bombay N. I.	Luxumee, Wife of late Jemadar Munjmah, 25th Regt. N. I. ..	"	"	40 0 0	" "
March 1st	Pay Office Poona Division Army.	Private Gunga Sing, 24th Regt. Bombay N. I.	Lallah Missur, of Cawnpore	Agra ..	1st	54 8 0	" "
" "	Ditto ditto	Private Madow Culwar, 24th do.	Brother Surdha Culwar, of Azimghur	"	"	55 0 0	" "
Feb. 7th	Ditto ditto	Private Dabee Sing, 26th Regt. Bombay N. I.	To himself. Private Dabee Sing will in all probability arrive about the 20th of March 1854.....	"	"	300 0 0	" "
March 1st	Pay Office Northern Division Army.	Sepoy Chundee Sing, 1st Grenadier Regt. N. I.	Nohur Sing Gurwar, of Futtehpore	"	3rd	100 0 0	" "
" "	Ditto ditto	Paymaster W. H. J. Henderson, 3rd Batt. Artillery.	Brigade Major, Cawnpore, Pay for April 1853, on account of Private Israel Sing	"	"	5 8 0	" "
Feb. 15th	Ditto ditto	Private Lalla Sewdeen, 18th Regt. N. I.	Khairwaze Puttwaree, of Soomairpore	"	"	100 0 0	" "
" 4th	Ditto ditto	Lieutenant and Paymaster 23rd Regt. Bombay L. I.	Private Gunness Tewary, 23rd Regt. Bombay N. L. I.	"	"	17 2 10	" "
" 20th	Ditto ditto	Major F. W. Follett, 25th Regt. N. I.	Private Khandayram, Gr. Co. 25th Regt. N. I., on Furlough... Private Seetul Coonbee, 5th Co. ditto ditto .. Private Ragoonath Sing, ditto ditto ditto .. Private Lallmonlode, 6th Co. ditto ditto .. Private Bucktawur, 7th Co. ditto ditto .. Private Lochun Sing, Light Co. ditto ditto .. Private Kamtapursaud, Gr. Co. ditto ditto ..	"	"	16 8 0 16 8 0 16 8 0 16 8 0 16 8 0 16 8 0 5 8 0	" " " " " " " " " " " "
March 20th	Ditto ditto	Ditto ditto	To the Major of Brigade at Cawnpore, for payment to Naique Oomrow Sing, Light Co. 28th Regt. N. I., Furlough Pay for October, November, and December 1853	"	"	36 0 0	" "
" "	Ditto ditto	Ditto ditto	Private Shaiklall Mahomed, Gr. Co. 25th Regt. Bombay N. I., on Furlough	Bengal ...	"	5 8 0	" 5th
" 1st	Ditto ditto	By the Paymaster 28th Regt. N. I.	Captain T. Thompson, Fort Adjutant Fort Saint George, Madras, being the amount of Diet supplied to Bombardier J. Fitzgerald, as per his letter dated 10th May 1853, No. 1525.	Madras ..	"	45 12 0	" "
Feb. 1st	Military Pay Office Presidency.	Lieutenant Colonel H. Lyons, Town Major.					

Notice

Is hereby given, that 425 Pieces of American SHEPHERD CLOTH, 93 Packages of Groves, and 6 Bundles of Mats, all more or less damaged by salt water, as also sundry other Unclaimed Goods, will be Sold by Public Auction at the Town Custom House, on Friday the 2nd June next, at 12 o'clock.

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

C. J. DAVIES,

Deputy Commissioner of Customs,
Salt, and Opium.

Bombay, Custom House,
22nd May 1854.

आहेरनांयु.

आहेरनांयु. शीटीअकदाधना ताकी ४२५ तथा धावावाला ९३ तथा शीटीअदीना ९३१ ६ थोडी धावा आला पाळीथी आलाय थोडी तथा परसुरंजि वारादावा करेवा आला शीटीअन ३०२ थोडी नांदावीनां तारीअ २ नाहु गुन येने १८५४ शुकरवारने दीने आ २ वाजाते आहेर लीलांन करीने व थावा नां आ १२०.

६२ थोडे २६१ २५ परनालि आवेन अंनानां नत २१५३० लीले आ तथा आंन करारो व थांजिनी व भते भांन करवा नां आ १२०.

२६०.

शी. न. उवीश,

नवात तथा नीड तथा अदीजि
नी डीपुटी कमीशनर.

तारीअ २२ नी नाहु निअ
येने १८५४ हे २५ नी शुकां
नी हुंयले नांदावी.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

जाहिरनामा.

ऐसाजे अमेरिका देशात केलेले सिटींग फायचे ताके ४२५ व लवांगायामाड्या ९३ व हातायाचे भारे ६ थोडे नवत वारे पाण्याने खराब जालेले व दुसरे क्रिकेट विन दावा केलेले सामान कोटालील मांडवीमध्य तारीख २ जुन सन १८५४ शुक्रवारचे रोजी वारावाजता जाहीर लेलव करन विकले जाईल.

दर शेकडा टके २५ प्रमाणे ऐवज अमागत ठेवता लागेल व दुसरे करार विकरीचे वेळी कळविण्यात येतील.

सही.

सी. जे. डेविस,

जकात व मिठ व आकिणीचे इंगुटी कमीशनर.

तारीख २२ मे सन १८५४ इसवी सुा।

मुंबई माहिती.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

March 1st	Pay Office Scinde Division	Private Gunness Doobay, 14th Regt. Bombay N. I.	Private Essoornath Doobay, 7th Co. 60th Regt. Bengal N. I., stationed at Banda	Agra	7th	50 0 0	10th
" "	Ditto ditto	Acting Paymaster 15th Regt. N. I.	Officer Commanding 7th Infantry Scindia's Contingent, Gwalior, on account of the late Private Gungapursad Misser, 7th Co. ...	Bengal	"	82 14 8	"
April 1st	Pay Office Southern Division	Paymaster Howes, Her Majesty's 64th Regt.	To the Paymaster of Her Majesty's 87th Regiment, on account of charges against Private Charles Deveray, Her Majesty's 64th Regt.	Agra	15th	124 13 8	18th
March 1st	Military Pay Office, Presidency.	1st Lieutenant and Paymaster C. E. Dansey, 1st Bombay European Regt. (Fusiliers).	Brigade Major, on account of Necessaries supplied to Private Aldred, as per letter No. 23, dated 24th February	Bengal	17th	19 3 3	19th
Feb. 1st	Pay Office Northern Division	Lieutenant J. H. B. Dennis, Paymaster 1st Light Cavalry (Lancers).	Station Staff Officer, Mhow, the same being the amount advanced to Trooper Bhorrorjee Sigwan	Madras	16th	4 0 0	21st
March 22d	Military Pay Office, Presidency.	Lieutenant M. Kennedy, Executive Engineer, Aden	Khaun Mahomed, late Mucedum Engineer Department, Aden	Agra	28th	300 0 0	29th
						Rupees	1,462 6 5

(Errors excepted)

J. M. ERSKINE,

Acting Military Accountant.

Bombay Castle, Military Accountant's Office,
19th May 1854.

Notification.

The Honorable the Court of Directors having been pleased to sanction an increase to the ANNUAL GRANT in behalf of NATIVE EDUCATION, the Board of Education hereby give notice, that they are prepared to receive applications from the inhabitants of all Towns and Villages who are desirous of having a Vernacular School established, and who at the same time are prepared to prove their anxiety for the establishment of such School, by agreeing to assist in supporting it to the following extent:—

- 1st.—To pay half the Salary of the Master.
 - 2nd.—To provide and keep in repair a suitable School-house and ordinary School Furniture.
 - 3rd.—To defray all Contingent Expenses.
 - 4th.—Each boy to pay a Monthly Fee of one anna, to be expended on School purposes by the School Committee, in communication with the Superintendent of Schools.
 - 5th.—Each boy to provide himself with the requisite Class-books.
2. The Salary of the Master to be made dependent on the extent of the Population of the Town, as follows:—

Under 1,000 inhabitants.....	Rs. 10
Between 1,000 and 2,000 inhabitants.....	15
Ditto 2,000 and 4,000 ditto	20
Ditto 4,000 and 6,000 ditto	25*
Ditto 6,000 and 10,000 ditto	30*
Ditto 10,000 and 15,000 ditto	35*
Above 15,000 inhabitants.....	40*

Half the amount to be paid by the inhabitants, and half by Government. If, in consequence of the number of boys in any School, one or more Assistant Teachers should be required, the Pay of such Teachers, as of the Master, to be equally divided between the Town or Village and Government.

3. Applications from the Collectorates of Candeish, Poona, Ahmednuggur, and Sholapoor, to be addressed to the Superintendent of Schools in 1st Division, at Poona; from the Collectorates of Ahmedabad, Kaira, Broach, and Surat, to the Superintendent of Schools in 2nd Division, at Surat; and from the Collectorates of Tanna, Rutnagherry, Belgaum, and Dharwar, to the Superintendent of Schools in 3rd Division, at Belgaum.

By Order of the Board of Education,

M. STOVELL,

Secretary.

Bombay, 16th May 1854.

* Provided there is only one Government School in the Town.

અહેરનામું.

એહુવુને આચે દેશનાં લોકોને વીદ્યા અભ્યાસ કરાવવાશરે વરણની નેમણુક છુ તે અનરાયલ કોરટ ડરેક્ટર એઆચે નેહરયાંની કરીને વધારેલી છે માટે ધોરડ આફ ઇજકેશન એહર અચર આપે છે કે દેશની ભાષાની નીચાલ થાપવાની કથયાના તથા ગાંભોના ને લોકોની ઇછા હશે તો નીચે લખા મુજબ નીચાલના ખરચ વાવત મદત કરવા શરે કબુલ કરીને નીચાલ થાપવાની પોતાની ઇછા દેખાડવાશરે ને લોકો તથેઆર હશે તેઓના અરજા શાંભલવાશરે ધોરડ આફ ઇજકેશન તથેઆર છે.

૧.—નેહતાજનો અરધા પગાર આપવો.

૨.—નીચાલશરે લાએક જગો તથા ચાલમુજબ નીચાલનો શાંભાં આપીને તેની મરામત રાખવી.

૩.—શરવે પરચરેણ ખરચ આપવો.

૪.—દરએક છોકરાએ દર મહીને આંનો એક ફી આપવી તે અવેન નીચાલના શુપરીન ટેનડેનટના વીચારથી નીચાલની કંમીટી નીચાલના કાંમમાં ખરચશે.

૫.—છોકરાઓને શીખવાશરે ને ચોપડીઆ લાગશે તે તેઓએ પોતે લાવવી.

૨ ગાંભની અથવા કથયાની વચતી હશે તે પરમાંણે નેતાજનો પગાર નીચે લખા મુજબ કરાવવાનાં આવશે.

૧૦૦૦ કરતા કમી વચતી હોએતો	૩૧	૧૦
૧૦૦૦ થીતે ૨૦૦૦ શુધી વચતી હોએ તો	૧૫	
૨૦૦૦ થીતે ૪૦૦૦ શુધી વચતી હોએ તો	૨૦	
૪૦૦૦ થીતે ૬૦૦૦ શુધી વચતી હોએ તો	૨૫*	
૬૦૦૦ થીતે ૧૦૦૦૦ શુધી વચતી હોએ તો	૩૦*	
૧૦૦૦૦ થીતે ૧૫૦૦૦ શુધી વચતી હોએ તો	૩૫*	
૧૫૦૦૦ કરતાં વચતી વચતી હોએ તો	૪૦*	

* કથયાનાં શરકારી નીચાલ એકજ હોએ તો એ પરમાંણે પગાર મદશે.

अरघो! अवेन दोडो! आपवे! तथा अरघो! अवेन शरकारे! आपवे! नीशासनां धावा
छाडरा! थआथी अक अथवा पधारे नदतनीश शी अपनारोनी नरर पडशे तो तेनो पण
पगार नेताणना पगार परभांणे अरघो! दोडो! आपवे! तथा अरघो! शरकारे! आपवे!

३. मांनदेश तथा पुना तथा आंनदनगर तथा सोलापुर छलानांना अरनो पेटुली दुक
डीना नीशासनांना सुपरीनटेन्डेंट पाशे पुनानां नोकलवा तथा अंनदावाड भेडा तथा लडु
अ तथा सुरत छलानांना अरनो पीछ दुकडीनी नीशासनांना सुपरीनटेन्डेंट पाशे सुरतनां
नोकलवा तथा थाणा तथा रतनागिरी तथा बेलगांव तथा धारवाड छलानांना अरनो
तीरीछ दुकडीनी नीशासनांना सुपरीनटेन्डेंट पाशे बेलगांवनां नोकलवा.

अमोनये दुकडें पोरड आक. धंछा केशन.

शुडी.

अन. धंशरोपल, शकरतारी.

तारी १६ नी नाडे नेये शंवे १८५४ धंशरी मुकांन सुंअधे.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

जाहिरनामा.

ऐसाजे एतदेशीय लोकांस विद्याभ्यास करविण्यासाठी सालिना नेमणुक आहे ती हनराबल कोर्ट डरेक्टर याणी मेहरबानी
करून ज्यास्त केली आहे ऐशियास बोर्ड इज्युकेशन जाहिरखबर देतात की आपले भापेची शाळा स्थापण्याविशीं कसब्यातील
व गावांतील ज्या लोकांची इच्छा असेल व खाली लिहिल्याप्रमाणे शाळेचे खर्चा बद्दल मदत करण्यास कुल करून शाळा
घालण्याविशींची आपली उकंठा स्थापण्यास जे लोक सिद्ध असतील त्याचे अर्ज ऐकून घेण्यास बोर्ड इज्युकेशन सिद्ध आहेत.

१.—पंतोजीचा अर्धा दरमाहा यावा.

२.—शाळेसाठी लायक जागा व चालीप्रमाणे शाळेचे सामान देऊन त्याची मरामत ठेवावी.

३.—सर्व चील्हर खर्च यावा.

४.—दर मुलाने दरमाहा एक आणा फी यावी हा ऐवज शाळेचे सुपरीनटेन्डेंट यांचे विचारे शाळेची कमेटा शाळेकडे खर्च
करतील.

५.—मुलांस शिकण्यास जी पुस्तकें लागतील ती त्याणी स्वतां आणावी.

२. गावची अथवा कसब्याची वस्ती असेल त्याप्रमाणे पंतोजीचा दरमाहा खाली लिहिल्या अन्वये ठरविला जाईल

१००० हून कमी वस्ती असल्यास	रु. १०
१००० पासून २००० पर्यंत वस्ती असल्यास	१५
२००० पासून ४००० पर्यंत वस्ती असल्यास	२०
४००० पासून ६००० पर्यंत वस्ती असल्यास	२५*
६००० पासून १०००० पर्यंत वस्ती असल्यास	३०*
१०००० पासून १५००० पर्यंत वस्ती असल्यास	३५*
१५००० वर वस्ती असल्यास	४०*

निमे ऐवज लोकांनी यावा व निमे ऐवज सरकारानी यावा शाळेंत पुष्कळ मुलें जमल्यामुळें एक किंवा अधिक मदतनीस
शिकविणाराची जरूर पडेल तर त्याचाही पगार पंतोजीच्या पगारप्रमाणे निमे लोकांनी यावा व निमे सरकारानी यावा.

३. खानदेश व पुणे व अहमदनगर व सोलापुर जिल्ह्यांतील अर्ज पहिले तुकडीतील शाळेचे सुपरीनटेन्डेंट याजकडे पुणें येथें
पाठवावे व अमदावाद व खेडा व भडोच व सुरत जिल्ह्यांतील अर्ज दुसरे तुकडीतील शाळेचे सुपरीनटेन्डेंट याजकडे सुरतेस
पाठवावे व ठाणे व रत्नागिरी व बेलगांव व धारवाड जिल्ह्यांतील अर्ज तिसरे तुकडीतील शाळेचे सुपरीनटेन्डेंट याजकडे बेलगांव
येथें पाठवावे.

बोर्ड इज्युकेशन याचे हुकुमावरून.

निशाणी

एम. स्टोवेल,

सक्रटरी.

तारीख १६ मे सन १८५४ इसवी मु।। मुंबई.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

*कसब्यांत सरकारी शाळा एकच असेल तर याप्रमाणे पगार मिळेल.

Notice.

Verbal offers will be received at this Office, at noon precisely, on Monday next the 29th 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:—

- 10 cwt. Paper, Brown.
- 50 lbs. Twine (Bengal), fine.
- 56 lbs. Hemp, long, cleaned.
- 108 Pens, Mapping, with handles.
- 3 Cakes Colour, Drawing, Blue, Prussian.
- 5 Ditto ditto Red Lead.
- 10 lbs. Linseed Meal.
- 4 Locks, Drawer, Brass, 2½ inch, complete.
- 1 Lock for Press, Brass, 3 inch, complete.
- 6 Sheets Paper, Drawing, Antiquarian, hot-pressed.
- 1 Compass, Surveying, Prismatic.
- 1 Level, Spirit, improved, with Telescope and Stand.
- 10 Sets Grain Weights.
- 12 Pencils, Camel Hair, flat.

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.

C. F. KEAYS, Ensign,

For Acting Deputy Commissary General.

Bombay, Deputy Comm'y. Genl.'s Office,
23rd May 1854.

Notice.

The privilege of CUTTING GRASS during the Monsoon from the embankments on the East side of the Main Drain, Northward of Bellasis Bridge, will be put up to sale by PUBLIC AUCTION at the Office of the Collector of Bombay in the Fort, on Saturday the 27th instant, at 1 o'clock P. M., and knocked down to the highest bidder, on condition that he deposit one-fourth of the sum bid immediately, and the remainder within eight days from the date of sale, in default of which the privilege aforesaid will be resold at the risk of the first purchaser, and the deposit will be forfeited.

F. HUTCHINSON,
Collector.

Bombay, Collector's Office,
19th May 1854.

અહેરનામું.

એહુનુ ને મોહોટા લલની પુરવતઈ તથા બેલાસીય પુલનો બીતર તરફ બાંધણું તે બી પરતુ લીધું ધાશ વરસાદના દાહાડાનાં કાપ વાનો હક ચાલતા નહીંનાની તારીખ ૨૦ ની ચંનીવારને દોને બાર બપોર અંક વાગતે કેા ટનાં ચુંબળના કલેકટરની કચેરીનાં અહેર લીલાંન કુરીને વચવાનાં આવશે તથા ને શરવથી વધારે રકમ ચાલશે તેને તે નહીં તેની શરત અંગીક બોલેલી રકમનો આથી ભાગ તરત અંનામત રાખવો તથા બાકીનો અવેન વચાણની તારીખથી આઠ દીવસની અંદર આપવો જાઇએ નહીં આ પેતો બપોર ૬ મેલો હક ફરીથી વચવાનાં આવશે તેજુ જામુંન પેહલા મરોદદારને નાથે રહેશે તથા અંનામતનો અવેન શરકાર દાખલ થાશે.

નીચાણી.

એફ. હચીનસન,

કલેકટર.

તારીખ ૧૯ ની માહુ મેએ

શંને ૧૮૫૪ ઇસવી મુકાંન

ચુંબળ કલેકટરની કચેરી.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

જાહિરનામા

એસાજે મોટે નઘાવે પુવેકડે વ બેલાસીસ પુલાચે ઉત્તરેસ બાંધ આદેત લ્યાવરીલ ચાર પાવસાબ્યાંત કાપગ્યાચા હક ચાલતે મહિન્યાચી તારીખ ૨૭ શનવારચે રોજીં બારાવર એક વાજતાં કોટાંત મુંબઈચે કલેકટરચે કચેરીંત જાહીર લેલાંવ કરૂન વિકલા જાઈલ વ જો સર્વાઈન અધિક બેરીજ બોલેલ ત્યાસ તો મિઝેલ ત્યાચી શર્ત અસી કીં બોલેલે બેરીજેચા ચતુર્થાંશ તાકાલ અમાનત ઠેવાવા વ બાકી એવજ વિકરીચે તારિખેપાસૂન ૮ દિવસાચે આંત યાવા ન દિલ્યાસ સદહૂ હક પુન્હા વિકલા જાઈલ વ ત્યાચે જોખંમ પહિલે ખરીદ દારાચે માયા પડેલ વ અમાનતીચા એવજ સરકાર દાખલ હોઈલ.

સહી.

એફ. હચીનસન,

કલેકટર.

તારીખ ૧૯ મે સન ૧૮૫૪ ઇસવી મુા

મુંબઈ કલેકટરચી કચેરી.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

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.

STATEMENT OF DEPOSITS made at the General Treasury at Bombay, on account of the Estates of deceased European Commissioned, Warrant, and Non-Commissioned Officers and Soldiers, and Seamen, of the East India Company's Service, during the Month of April 1854.

9

Date of Deposits.	On whose Account.	Rank.	Corps.	General No.	Date of Decease.	Amount of Deposits.
						Rs. a. p.
1854.	MILITARY.					
April 3rd	T. W. Grahame	Lieutenant	Horse Artillery .....	.....	Oct. 4th 1853	8 2 8
" 7th	John Shaw	Private	1st B. Eur. Regt. (Fus.) ..	866	Dec. 21st "	70 2 8
" "	Nathaniel Polley	Ditto	Ditto ..	604	Jan. 25th 1854	27 1 9
" "	William Travers	Gunner	3rd Co. 1st Batt. Arty ....	.....	" 4th "	53 8 3
" "	Mathew Cunningham	Private	2nd Eur. L. I.	664	Aug. 2nd 1853	9 5 7
" "	Patrick Walsh	Ditto	Ditto	988	" 19th "	127 13 4
" "	William Farrow	Ditto	Ditto	1262	Sept. 2nd "	191 5 5
" "	Thomas Hasluck	Ditto	Ditto	1323	Oct. 14th "	43 2 11
" "	William Theed	Serjeant	Ditto	575	" 22nd "	370 4 4
" "	William Stevenson	Lieutenant	2nd Co. 2nd Batt. Arty. ..	.....	Nov. 3rd "	149 0 0
" "	Michael Tansey	Gunner	1st Batt. Arty	2270	Dec. 13th "	251 12 4
" "	Arthur Morris	Captain	4th Rifles .....	.....	Jan. 28th 1854	1,540 4 6
" 13th	Alexander Stewart	Lance Corporal	1st B. Eur. Regt. (Fus.) ..	1768	Nov. 4th 1853	28 15 7
" 19th	Charles McFadden	Private	Ditto ..	1426	Jan. 20th 1854	42 9 0
" "	John Hatley Hawkes	Serjeant	Public Work Department.	.....	Feb. 7th "	101 13 9
" 22nd	Arthur Morris	Captain	4th Rifles .....	.....	Jan. 28th "	422 3 8
" 24th	E. Henderson	Lieutenant	23rd Regt. N. I. ....	.....	Sept. 18th 1853	713 1 0
" "	William Stevenson	Ditto	2nd Co. 2nd Batt. Arty. ..	.....	Nov. 3rd "	325 11 6
" "	H. deB. Bosworth	Ensign	26th Regt. N. I. ....	.....	Sept. 22nd "	110 11 8
" 25th	James White	Sub-Conductor	Commissariat Department.	.....	Jan. 17th "	106 3 9
" "	T. B. Jones	Lieutenant	11th Regt. N. I. ....	.....	.....	617 14 1
	MARINE.					
April 25th	John Smith	Able Seaman	"Zenobia"	3730	Aug. 21st 1853	144 4 5
" "	Thomas Ramming	Marine Apprentice Boy ..	"Tigris"	385	Feb. 17th 1854	147 2 3

Department, within twelve months from the date of the death of the

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Claims against the above Estates are to be preferred to the Secretary to Government in the Military Department, within twelve months from the date of the death of the party, after which period all payments will cease to be made in India.

T. MUGHAN, Lieutenant Colonel, Secretary to Government.

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C. F. KEAYS, Ensign,

For Acting Deputy Commissary General.

Bombay, Depy. Commy. Genl.'s Office,
23rd May 1854.

Notice.

The privilege of CUTTING GRASS during the Monsoon from the embankments on the East side of the Main Drain, Northward of Bellasis Bridge, will be put up to sale by PUBLIC AUCTION at the Office of the Collector of Bombay in the Fort, on Saturday the 27th instant, at 1 o'clock P. M., and knocked down to the highest bidder, on condition that he deposit one-fourth of the sum bid immediately, and the remainder within eight days from the date of sale, in default of which the privilege aforesaid will be resold at the risk of the first purchaser, and the deposit will be forfeited.

F. HUTCHINSON,
Collector.

Bombay, Collector's Office,
19th May 1854.

અહેરનામું.

એહુન નાહોરા નલની પુરવતઈ તથા બેલાસીય પુલની બિતર તરફ બાંધણું તે બિતર બીજું ધાશ વરસાદના દહાડાનાં કાપ વાનો હક ચાલતા મહીનાની તારીખ ૨૦ મી શનીવારને દોને બાર બપોર એક વાગતે કો ટનાં યુબંધના કલેક્ટરની કચેરીનાં અહેર લીલાંન કુરીને વચવાનાં આવશે તથા ને શરૂ થઈ વધારે રકમ બેલશે તેને તે મલશે તેની શરત એવીક બેલેલી રકમનો માથા ભાગ તરત અંનાંનત રાખવો તથા બાકીનો અવેળ વચાણની તારીખથી આઠ દીવસની અંદર આપવો નહીં એ નહીં આ પેતા બપોર ૬ બેલા હક કુરીથી વચવાનાં આવશે તેનું નામુંન પેહલા મરોદદારને માથે રહેશે તથા અંનાંનતનો અવેળ શરકાર દાખલ થાયે.

નીચાણી.

એફ. હચીનસન,

કલેક્ટર.

તારીખ ૧૯ મી નાહો મેએ
શંને ૧૮૫૪ ઇસવી મુકામ
યુબંધ કલેક્ટરની કચેરી.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

જાહિરનામા

એસાજે મોટે નજાએ પુર્વકહે વ બેલાસીસ પુલાએ ઉત્તરેસ બાંધ આદેત ત્યાવરીલ ચાર પાવસાબ્યાંત કાપગ્યાચા હક ચાલતે મહિન્યાચી તારીખ ૨૭ શનવારએ રોજીં વારાવર એક વાજતાં કોટાંત મુંબઈએ કલેક્ટરએ કચેરીંત જાહિર લેલાંવ કરૂન વિકલા જાઈલ વ જો સર્વોહૂન અધિક બેરીજ બોલેલ ત્યાસ તો મિલેલ ત્યાચી શર્ત અસી કીં બોલેલે બેરીજેચા ચતુર્થાશ તાક્કાલ અમાનત ડેવાવા વ બાકી એવજ વિકરીએ તારિખેપાસૂન ૮ દિવસાએ આંત યાવા ન દિલ્યાસ સદહૂં હક પુન્હા વિકલા જાઈલ વ ત્યાંએ જોશ્મ પહિલે ખરીદ દારાએ માથા પડેલ વ અમાનતીચા એવજ સરકાર દાખલ હોઈલ.

સહી.

એફ. હચીનસન,

કલેક્ટર.

તારીખ ૧૯ મે સન ૧૮૫૪ ઇસવી મુલ

મુંબઈ કલેક્ટરચી કચેરી.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

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.

STATEMENT OF DEPOSITS made at the General Treasury at Bombay, on account of the Estates of deceased European Commissioned, Warrant, and Non-Commissioned Officers and Soldiers, and Seamen, of the East India Company's Service, during the Month of April 1854.

Date of Deposits.	On whose Account.	Rank.	Corps.	General No.	Date of Decease.	Amount of Deposits.		
	MILITARY.					<i>Rs.</i>	<i>a.</i>	<i>p.</i>
1854.								
April 3rd	T. W. Grahame	Lieutenant	Horse Artillery .....	.....	Oct. 4th 1853	8	2	8
" 7th	John Shaw	Private	1st B. Eur. Regt. (Fus.) ..	866	Dec. 21st "	70	2	8
" "	Nathaniel Polley	Ditto	Ditto	604	Jan. 25th 1854	27	1	9
" "	William Travers	Gunner	3rd Co. 1st Batt. Arty. ....	.....	" 4th "	53	8	3
" "	Mathew Cunningham	Private	2nd Eur. L. I.	664	Aug. 2nd 1853	9	5	7
" "	Patrick Walsh	Ditto	Ditto	988	" 19th "	127	13	4
" "	William Farrow	Ditto	Ditto	1262	Sept. 2nd "	191	5	5
" "	Thomas Hasluck	Ditto	Ditto	1323	Oct. 14th "	43	2	11
" "	William Theed	Ditto	Ditto	575	" 22nd "	370	4	4
" "	William Stevenson	Serjeant	2nd Co. 2nd Batt. Arty. ..	.....	Nov. 3rd "	149	0	0
" "	Michael Tansey	Lieutenant	1st Batt. Arty.	2270	Dec. 13th "	251	12	4
" "	Arthur Morris	Gunner	4th Rifles .....	.....	Jan. 28th 1854	1,540	4	6
" 13th	Alexander Stewart	Captain	1st B. Eur. Regt. (Fus.) ..	1768	Nov. 4th 1853	28	15	7
" 19th	Charles McFadden	Lance Corporal	Ditto	1426	Jan. 20th 1854	42	9	0
" "	John Hatley Hawkes	Private	Public Work Department. ....	.....	Feb. 7th "	101	13	9
" 22nd	Arthur Morris	Serjeant	4th Rifles .....	.....	Jan. 28th "	422	3	8
" 24th	E. Henderson	Captain	23rd Regt. N. I. ....	.....	Sept. 18th 1853	713	1	0
" "	William Stevenson	Lieutenant	2nd Co. 2nd Batt. Arty. ..	.....	Nov. 3rd "	325	11	6
" "	H. deB. Bosworth	Ditto	26th Regt. N. I. ....	.....	Sept. 22nd "	110	11	8
" 25th	James White	Ensign	Commissariat Department. ....	.....	Jan. 17th "	106	3	9
" "	T. B. Jones	Sub-Conductor	11th Regt. N. I. ....	.....	.....	617	14	1
	MARINE.							
April 25th	John Smith	Able Seaman	"Zenobia"	3730	Aug. 21st 1853	144	4	5
" "	Thomas Ramming	Marine Apprentice Boy ..	"Tigris"	385	Feb. 17th 1854	147	2	3

Claims against the above Estates are to be preferred to the Secretary to Government in the Military Department, within twelve months from the date of the death of the party, after which period all payments will cease to be made in India.

T. MUGHAN, Lieutenant Colonel, Secretary to Government.

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Notice.

The undermentioned Letters, found in the Unpaid Letter Box, cannot be forwarded unless the Postage due thereon is prepaid :—

No.	To whom addressed.	Destination.	Amount of Postage to be paid.
			<i>Rs. a. p.</i>
1	Captain C. D. Grant, Assistant Commissioner, per Steamer to Galle	Pegue	0 15 0
1	Mr. Charles Shaw, I. N., Hon'ble Company's Sloop "Clive"	Bushire	0 1 0
1	Lieutenant J. Sedly	Rangoon	0 8 0
1	Mr. R. Rogers, Clerk, Indian Navy, by first opportunity	Persian Gulf	0 1 0
1	Captain C. Fischir, Hanovarian Brig "Canduci"	Muscat	0 1 0
1	Cowasji Edulji Khambata, Esq.	Canton	0 8 0
1	Shake Mahamed Patel, Lieutenant Colonel Ralinson	Bagdad	0 1 0
1	William Johnstone, Esq., Purser I. N., H. C. S. "Clive"	Bushire	0 1 0
1	Mr. R. Rozers, I. N. Hon'ble Company's Steamer "Comet"	Persian Gulf	0 1 0
1	Lieutenant Delprath, I. N., Hon'ble Company's Sloop "Clive"	Bushire	0 1 0

DUNCAN DAVIDSON,

Bombay, General Post Office, 23rd May 1854.

Post Master General.

Notice.

Verbal tenders will be received at this Office, on Monday the 29th instant, at 1 o'clock P. M., for EXECUTING by contract the undermentioned Work, and any other work that may be immediately sanctioned.

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

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

WORK.

Partitioning off the ground floor Verandas of the Barracks in Fort George, with separate entrances thereto, for the accommodation of the married men of the Artillery, &c.

J. J. F. CRUICKSHANK, Captain,
Garrison Engineer,

And Civil Architect at the Presidency.

Military Department, Garrison Engineer
and Civil Architect's Office, Bombay,
23rd May 1854.

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.

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.

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,
23rd May 1854.

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,
23rd May 1854.

POST OFFICE NOTICES.**OVERLAND MAIL.**

Overland Mails, *via* Marseilles, and *via* Southampton, for despatch by the P. and O. Company's Steamer "CADIZ," will be closed on WEDNESDAY the 31st instant, at 6 o'clock P. M.

Letters for Aden sent by this opportunity are chargeable with Steam Postage.

Mails for CEYLON, PENANG, SINGAPORE, HONG-KONG, AUSTRALIA, MAURITIUS, and CAPE OF GOOD HOPE, per P. & O. Co.'s Steamer "CADIZ," will be closed on the same day, at 5 o'clock P. M.

Bombay, General Post Office, 23rd 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.

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.

Postal Notice.

Public Notice is hereby given that GENERAL POST LINES have been ESTABLISHED—

1. From Sattara to Bijapoor.
2. " " to Punderpoor and Sholapoor.
3. " " to Mahabeshwur, Mhar, & Nagotna.
4. " " to Chiploon and Gohaghur, on the Rutnagherry Coast.

A new Post Office has been established at Chiploon.

By the above arrangements, the Cotton Districts about Sholapoor and Bijapoor are brought into direct communication, through Sattara, with the Mhar, Nagotna, Chiploon, and Gohaghur Bunders.

The Post Masters at Belgaum, Sattara, Sholapoor, Rutnagherry, &c. are hereby instructed to transmit all Packets for the above places, passing through and from their Offices, by the above new direct routes, in place of the present circuitous routes.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
20th 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.
Cadiz	P. & O. Steam Navigation Company ..	1st proximo	Hong-Kong	Galle, Penang, and Singapore.
Asia	Messrs. Remington & Co.	24th instant	Whampoa.	
William Gibson	" Ditto	Despatch	London.	
Result	" Ewart, Latham & Co.	27th instant	China.	
Typhoon	" Ditto	25th do.	London.	
Tornado	" W. & A. Graham & Co.	1st proximo	Liverpool.	
Anna Dorothea	" Edward Bates & Co.	Ditto	Ditto	
Cairngorm	" Ritchie, Steuart & Co.	Despatch	China.	

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

DUNCAN DAVIDSON,
Post Master General.

Bombay, General Post Office, 23rd May 1854.

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

BEEF.			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	Trotters, large.....per four	0	1	Sugar, Pinfa.....per md. of 28 lbs.	8	0
".....2nd " 10	1	0	" small....." 0	1	0	" Candy.....1st sort, "	"	7
".....3rd " 10	1	0	Pig's Liver and Heart....." 0	2	0	".....2nd " "	"	7
Brisket and Round.....1st " 12	1	0	Pork, salt, Country.....8 lbs.	1	0	".....3rd " "	"	6
".....2nd " 14	1	0				" soft.....1st " "	"	6
".....3rd " 16	1	0	POULTRY.			".....2nd " "	"	3
Meat for Soup.....10	1	0	Geese.....each	3	0	" brown....." "	"	3
Shin, large.....each	0	3	Turkey, cock, Bombay....." 0	0	0	Jaggree....." "	"	1
" small....." 0	2	0	" hen....." 0	0	0			
Ox Tails....." 0	0	8	" cock, Goa....." 5	0	0			
Tongue, large....." 0	3	0	" hen....." 3	0	0			
" small....." 0	2	0	Fowls, large, Surat....." 1	8	0	GHEE OF SORTS.		
Heart, large....." 0	2	0	" small, "....." 1	0	0	Ghee, Kurrachee.....per md. of 28 lbs.	6	4
" small....." 0	1	0	" large, Bombay....." 0	0	0	" Surat....." "	"	7
Marrow-bone....." 0	1	0	" small....." 0	0	0	" Bhownuggur....." "	"	6
Ox Palates....." 0	0	9	Ducks, large....." 0	8	0	" Halgauty....." "	"	6
Feet....." 0	4	0	" small....." 0	0	0	" Rajapoor....." "	"	6
Suet.....per lb.	0	4	Chickens, large.....per dozen	1	2	" Jaffrabad....." "	"	8
Tongues (salted, dry), Poona.....each	0	4	" small....." 1	2	0			
" (pickled), Bombay....." 0	5	0	Hens' Eggs.....each	0	3			
			Ducks'....." 0	0	3			
VEAL, SMALL.						GRAIN OF SORTS.		
Hind Quarter.....1st sort, 4 lbs.	1	0	FRUITS OF SORTS.			Wheat, Hansia.....per cdy. of 8 pharas	22	0
".....2nd " 5	1	0	Pine-apples, Bombay, large.....each	0	0	" Jambooscer.....1st sort, "	"	21
".....3rd " 6	1	0	" " small....." 0	0	0	".....2nd " "	"	19
Fore Quarter.....1st " 5	1	0	" Goa, large....." 0	3	0	" Bhownuggur, 1st " "	"	21
".....2nd " 6	1	0	" small....." 0	2	0	" Ghanjee....." "	"	19
".....3rd " 6 1/2	1	0	Pomeles, large....." 0	12	0	" Sindce....." "	"	16
			" small....." 0	8	0	Gram, Jambooscer....." "	"	22
VEAL, LARGE.			Guavas, large....." 0	8	0	" Ghogaree, new....." "	"	20
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0	" green....." 0	8	0	" Ghante, old....." "	"	10
".....2nd " 5 1/2	1	0	Oranges, large....." 0	8	0	" Ghante, new....." "	"	17
".....3rd " 6 1/2	1	0	" small....." 0	6	0	" old....." "	"	17
Fore Quarter.....1st " 5 1/2	1	0	" common....." 0	3	0	" Bengal....." "	"	0
".....2nd " 6 1/2	1	0	Grapes, black.....per seer	0	0	Wooreed, Ghanjee....." "	"	18
".....3rd " 7	1	0	" green....." 0	0	0	" Malabar....." "	"	17
Head.....1st " 0	12	0	Melons, Water, large.....each	0	2	" Cutch....." "	"	17
".....2nd " 0	10	0	" small....." 0	1	0	" Ghogaree....." "	"	10
".....3rd " 0	8	0	" Musk, large....." 0	0	0	" Mutt, Ghogaree....." "	"	16
Feet.....four	0	4	" small....." 0	0	0	" Ghante....." "	"	15
Liver and Heart.....each	0	1	Plantains, red, large....." 0	8	0	" Cutch....." "	"	14
			" small....." 0	0	0	" Muggs....." "	"	27
MUTTON FOR EUROPEANS.			" yellow, large....." 0	4	0	" Ghogaree....." "	"	20
Saddle.....1st sort, per lb.	0	3	" small....." 0	3	0	Bazaree, Ghanjee....." "	"	17
".....2nd " 0	2	0	Limes, sweet....." 0	0	0	" Bhownuggur, 1st sort, "	"	21
".....3rd " 0	1	0	" sour....." 0	1	0	".....2nd " "	"	20
Leg, Loin, Neck, & Shoulder, 1st " "	0	2	Potatoes, Neighcherries, large.....per seer	0	0	" Rajapoor....." "	"	17
".....2nd " "	0	1	" small....." 0	0	0	" Barley, new....." "	"	14
".....3rd " "	0	1	" Mahabeshwur, large....." 0	0	0	" old....." "	"	20
Breast.....1st " "	0	1	" small....." 0	0	0	Toor.....1st sort, "	"	20
".....2nd " "	0	1	" Poona, large....." 0	0	0	".....2nd " "	"	17
".....3rd " "	0	1	" small....." 0	0	0	Jowree....." "	"	14
Tongue, Sheep's.....each	0	0	" Surat, large....." 0	4	0	Nacheny....." "	"	12
Brains....." 0	1	0	" small....." 0	0	0	Vatrana....." "	"	15
Head....." 0	1	0	Onions....." 0	0	0	Chowley.....per phara	3	8
Liver and Heart....." 0	0	4	Ginger....." 0	0	0	Dali, Branch....." "	"	3
Kidneys....." 0	0	4				" Surat....." "	"	4
Feet.....four	0	3	DRY FRUITS OF SORTS.			UNBOILED RICE OF SORTS.		
Suet.....per lb.	0	4	Plums, fine.....per seer weight	0	4	Rice, Putney.....per phara	2	8
			" coarse....." 0	3	0	" Sindce, red....." "	"	0
MUTTON FOR NATIVES.			Currants, fine....." 0	4	0	" raw....." "	"	2
First sort.....12 lbs.	1	0	" coarse....." 0	3	0	" red....." "	"	2
Second ".....14 "	1	0	Prunes, new....." 0	2	0			
Third ".....10 "	1	0	" old....." 0	1	0	BEATEN RICE OF SORTS.		
KID, SMALL.			Almonds, sweet....." 0	1	0	Rice, Jerasaul.....1st sort, per phara	3	8
Hind Quarter.....1st sort, 4 lbs.	1	0	" bitter....." 0	1	0	".....2nd " "	"	3
".....2nd " 5	1	0				" Vergole.....1st " "	"	3
".....3rd " 6	1	0	BREAD, &c.			" Sindce ratra....." "	"	2
Fore Quarter.....1st " 5	1	0	A loaf, 1st sort.....13 oz. each	0	1	" Segundee....." "	"	3
".....2nd " 6	1	0	" 2nd....." 0	1	0	" Putney....." "	"	2
".....3rd " 7	1	0	" brown....." 0	2	0	" raw....." "	"	2
Head, Feet, Liver, and Heart.....each	0	4	" coarse....." 0	1	0			
KID, LARGE.			Flour, Wheat.....per seer measure	0	3	MANGALORE RICE OF SORTS.		
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0	Rolong....." 0	3	4	Rice, unboiled.....1st sort, per robin	3	4
".....2nd " 5	1	0	Sago, fine....." weight	0	1	".....2nd " "	"	3
".....3rd " 6	1	0	" coarse....." 0	2	0	" boiled.....1st " "	"	2
Fore Quarter.....1st " 5 1/2	1	0	Arrowroot, best....." 0	2	0	".....2nd " "	"	2
".....2nd " 6	1	0	" coat....." 0	1	0			
".....3rd " 6 1/2	1	0				BENGAL RICE OF SORTS.		
			MILK AND BUTTER.			Rice, unboiled.....1st sort, per bag of 168 lbs.	7	0
LAMB, SMALL.			Cows' Milk.....per seer measure	0	1	".....2nd " "	"	6
Hind Quarter.....1st sort, 4 1/2 lbs.	1	0	" Butter.....per cup of 2 oz.	0	1	" boiled.....1st " "	"	5
".....2nd " 5	1	0	Buffaloes' Milk.....per seer measure	0	1	".....2nd " "	"	5
".....3rd " 6	1	0	" Butter.....per cup of 2 oz.	0	1			
Fore Quarter.....1st " 5	1	0				BHATT.		
".....2nd " 6	1	0	FIREWOOD.			Bhatt, Putney.....per moora of 25 pharas	28	0
".....3rd " 6 1/2	1	0	Babool.....per cdy. of 28 mds. (784 lbs.)	3	0	" raw....." "	"	26
			Khair....." "	2	8	" red....." "	"	25
LAMB, LARGE.			Aine....." "	2	8			
Hind Quarter.....1st sort, 5 lbs.	1	0	Kurmeel....." "	3	0	SUNDRIES.		
".....2nd " 5 1/2	1	0				Saltetre, Europe.....per md. of 28 lbs.	2	8
".....3rd " 6 1/2	1	0	OILS, CANDLES, AND SOAP.			" Bengal....." "	"	3
Fore Quarter.....1st " 5 1/2	1	0	Cocoonut Oil.....1st sort, per md. of 28 lbs.	3	2	" Rajapoor....." "	"	1
".....2nd " 6	1	0	" 2nd " "	2	15	Pepper, black.....1st sort, per seer	0	1
".....3rd " 7	1	0	Jeanglee....." "	2	11	".....2nd " "	"	0
			" Ghante....." "	2	10	" white....." "	"	1
PORK, FRESH AND SALT.			Erundia, or Castor Oil....." "	2	5	Garlic, large....." "	"	0
Pork, fresh.....10 lbs.	1	0	Candles, Europe....." "	18	0	" small....." "	"	0
Pig, Roasting, large size.....each	1	4	" Goa....." "	17	0	Camphor.....per lb.	0	8
" small....." 1	0	0	" small....." "	10	0	Salt, table.....per seer	0	1
Pig's Head.....20 lbs.	1	0	" Soap, Country....." "	1	4	" common, white.....per pylee	0	1
Sausages.....5 "	1	0	" Europe, yellow....." "	3	8	" black....." "	"	0
			" white....." "	3	8			

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

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

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

Bombay, Monday, 22nd May 1854.

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

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 18th May 1854.

No. 356 of 1854.—The services of Major W. T. Whittle, C.B., Deputy Principal Commissary of Ordnance at the Presidency, are placed at the disposal of His Excellency the Commander in Chief, for duty on Committee, for the purpose of inspecting and reporting on Tents at Bombay.

No. 357 of 1854.—The Right Honorable the Governor in Council is pleased to publish the following description of the Limits of the Cantonment of Poorundhur :—

The Cantonment comprises the Upper and Lower Forts of Poorundhur, within the following limits :—

1. Leaving the Byroo Gate of the Lower Fort, the boundary is defined by the outer edge of the road lately constructed, for a distance of 175 yards.
2. Quitting the road, the boundary skirts the edge of the precipice so as to enclose points one and two (1 and 2), and again falls into the road, distance 525 yards.
3. The boundary now follows the outer edge of the new road for a distance of 1,555 yards.
4. Again leaving the road, the boundary winds along the edge of the precipice so as to enclose the whole of the table land called FitzClarence Point (point 3), and again falls into the road after making a circuit of 1,800 yards.
5. The limit is now marked by the outer edge of the road for a distance of 1,088 yards.
6. To enclose point 4, the boundary follows the edge of the precipice, and re-enters the road, distance 382 yards.
7. From this the limit follows the outer edge of the road, distance 600 yards.
8. Again enclosing point 5, the boundary winds along the precipice, and rejoins the road after a distance of 100 yards.
9. The limit is now defined by the outer edge of the new road as far as the Konkan Gate of the Lower Fort, distance 1,050 yards.
10. The boundary thence is defined by the outer edge of the Fort wall for a distance of 250 yards.
11. It now follows the edge of the precipice to enclose point 6, and rejoins the Fort wall after a circuit of 600 yards.
12. Thence the limit is defined by the outer edge of the wall of the Manchee or Lower Fort to the Byroo Gate, distance 1,910 yards.

No. 358 of 1854.—The Right Honorable the Governor in Council has been pleased to sanction the temporary employment of Lieutenant Richard F. Burton, of the 18th Regt. N. I., in the Political Department.

Bombay Castle, 19th May 1854.

No. 359 of 1854.—Unattached Ensign John Bennett, at present doing duty with the 1st European Regiment (Fusiliers), is appointed to act as Adjutant to the Native Veteran Battalion, until further orders, vice Tyrwhitt.

No. 360 of 1854.—Captain F. F. Taylor, of the 3rd Regt. L. C., having been declared incapable of performing the active duties of his profession, is transferred at his own request to the Invalid Establishment, with permission to reside and receive his pay and allowances at any Station within the Bombay Presidency.

No. 361 of 1854.—The following promotion is made :—

Medical Establishment.

Date of Rank.

Senior Assistant Surgeon T. B. Larkins to be Surgeon, vice Gillanders, deceased.....4th May 1854.

No. 362 of 1854.—In supersession of Art. 18, Sect. XLV. of Jameson's Code, and in accordance with a recent decision of the Government of India, and the practice under the Bengal Presidency, the Right Honorable the Governor in Council is pleased to notify that the rank of Brigadier General assigned to a Colonel appointed to the General Staff of the Army must be held to commence from the date of his appointment thereto, viz. the date of the occurrence of the casualty to which he may succeed, and to continue while he is in receipt of any portion of the Staff Salary of a Divisional Command.

Bombay Castle, 20th May 1854.

No. 363 of 1854.—The following Orders are confirmed :—

By Major Grimes, dated Shikarpore, the 26th April 1854, assuming Command of Upper Scinde, as next Senior Officer, from the 24th of that month, on the departure of Major Jacob, C.B., on duty beyond the Frontier.

By Brigadier General Wilson, dated Belgaum, the 4th May 1854, appointing Captain Wood, of the 20th Regt. N. I., to act as Interpreter to Her Majesty's 64th Regiment, during the absence of Lieutenant Morphy on Medical certificate to Bombay, or until further orders.

No. 364 of 1854.—The Right Honorable the Governor in Council is pleased to republish the following General Order by the Most Noble the Governor General of India in Council, No. 459, dated Fort William, the 28th April 1854:—

The Honorable the Court of Directors having in their Military letter to the Governor General of India in Council, No. 2, dated 8th of February 1854, called the attention of the Supreme Government to a letter addressed to the Editor of "The Times," Bombay Newspaper, signed "John Jacob, Scinde Horse," in which the writer denounces, as having ruined the efficiency of the Native Army, the Regimental system established in the year 1796, the Articles of War framed under the authority of the Legislature, and the general system of discipline established by the orders of Government, and having intimated that in their opinion it is of great importance that an Order should be issued to the Army of the three Presidencies forbidding in the strongest terms all publications of the description now referred to, whether anonymous or otherwise; the Governor General of India in Council is pleased to promulgate for general information the observations of the Honorable Court upon the subject :

"Any Officer in the Service is at liberty, and indeed in many cases is bound in duty, to communicate confidentially to the Commander in Chief of the Army to which he belongs the opinions he may entertain on points affecting the discipline or efficiency of the Troops; but he is not at liberty to denounce publicly the system established by the Legislature, and by the Government he serves. Such conduct is entirely subversive of discipline, is calculated to excite discontent and insubordination in the Army; and we cannot express in too strong terms our disapprobation of the course which appears to have been taken on the present occasion."

In pursuance of the instructions of the Honorable Court, the Governor General in Council hereby positively prohibits, under the penalty of the most marked displeasure of Government, the practice of Officers publishing their individual opinions on professional grievances or censures, whether anonymously or with their names attached thereto, on the organization and efficiency of the Army, on its regulations or discipline, or on the conduct of individuals composing it.

This Order is applicable alike to the three Presidencies.

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

No. 365 of 1854.—Assistant Surgeon W. F. Clay is allowed a furlough to Europe for eighteen months, on Medical certificate, under the new Regulations.

No. 366 of 1854.—Lieutenant E. A. H. Bacon, of the 25th Regt. N. I., is allowed a furlough to Europe for six months, on private affairs, under the new Regulations.

No. 367 of 1854.—2nd Lieutenant M. W. Willoughby, of the 4th Regt. N. I., is appointed First Class Commissariat Agent.

No. 368 of 1854.—The following promotion is made :—

24th Regiment Native Infantry.

Date of Rank.

Ensign W. A. Kerr to be Lieutenant, vice Hutchison, removed from the list of the Army. . . . 11th May 1854.

No. 369 of 1854.—The following appointment is made :—

Lieutenant Colonel J. E. G. Morris, of the 15th Regt. N. I., to be a Brigadier of the 2nd Class on the Establishment, vice Lieutenant Colonel Smee, appointed a 1st Class Brigadier.

Bombay Castle, 22nd May 1854.

No. 370 of 1854.—Lieutenant Colonel J. Hale, of the 21st Regt. N. I., and Deputy Adjutant General of the Army, is appointed a Brigadier of the 2nd Class on the Establishment, from the 23rd instant, vice Cracklow, proceeding on furlough to Europe.

Lieutenant Colonel Hale will continue to act as Deputy Adjutant General of the Army, until further orders.

No. 371 of 1854.—Lieutenant P. Dods, of the 9th Regt. N. I., is allowed a furlough to Europe for eighteen months, on Medical certificate, agreeably to the new Furlough Regulations.

No. 372 of 1854.—Captain (Brevet Major) T. Jackson, of the 10th Regt. N. I., is permitted to retire from the Honorable Company's Service from the 23rd instant, on the pension of a Major.

Bombay Castle, 23rd May 1854.

No. 373 of 1854.—With reference to Government General Order No. 365, dated 20th instant, the furlough to Europe for eighteen months on Medical certificate granted to Assistant Surgeon W. F. Clay is altered to six months, under the new Regulations.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

MARINE DEPARTMENT.

Bombay Castle, 20th May 1854.

No. 66 of 1854.—Lieutenant Edmund Peavor is allowed a furlough to Europe for three years, on Medical certificate.

By Order of the Right Honorable the Governor in Council,

T. MAUGHAN, Lieutenant Colonel,

Secretary to Government.

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 20th May 1854.

Colonel James Outram, C.B., of the 9th Regt. Bombay N. I., is appointed Political Resident and Commandant at Aden.

Bombay Castle, 23rd May 1854.

Assistant Surgeon W. F. Clay, Civil Surgeon in Kattcewar, is allowed leave of absence for one month, from the 1st instant, to proceed to the Presidency, under Medical certificate.

JUDICIAL DEPARTMENT.

Bombay Castle, 18th May 1854.

Lieutenant C. E. Naylor, Lieutenant of Police, Hyderabad, Sciude, is allowed an extension, to the 1st proximo, of the leave of absence granted to him under date the 3rd ultimo.

Bombay Castle, 19th May 1854.

Mr. Neave, 2nd Assistant Magistrate, and Row Bahadoor Ram Naid, Deputy Magistrate of Candeish, are vested with the power to inflict corporal punishment, under the provisions of Act. I. of 1853.

The Judge and Session Judge of the Concan returned to the Sudder Station on the 8th instant from his Circuit in the Rutnagherry Division of the Zillah.

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

Bombay Castle, 22nd May 1854.

The Right Honorable the Governor having been advised that the appointment of Mr. A. Malet, as a Legislative Councillor, was informal, in consequence of it having been made before the 30th of April 1854, on which date the Act See Government Gazette of 27th April 1854, page 672. to provide for the Government of India generally commenced and took effect, is pleased to cancel the Notification of 26th ultimo, and to substitute the following:—

NOTIFICATION.

The Right Honorable the Governor of Bombay has, under the provisions of Act 16 & 17 of Vict., Cap. 95, Sect. XXII., appointed Mr. A. Malet a Member of the Legislative Council of India.

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

Assistant Surgeon S. M. Pelly, Civil Surgeon at Nassick, has been appointed, under the provisions of Act XIV. of 1835, a 2 Assistant Magistrate in that Sub-Collectorate, in succession to Dr. Knapp, with charge of the Gaol.

Mr. C. J. Davies, Deputy Secretary Judicial Department, Police, delivered over charge of his office to Mr. H. L. Anderson on the 19th instant.

JUDICIAL DEPARTMENT, POLICE.

Bombay Castle, 20th May 1854.

Lieutenant Harpur, Assistant Superintendent of Police, Tanna, is allowed leave of absence for ten days from the 15th instant, under Section XI. of the Absentee Rules, to visit the Presidency, on private affairs.

Bombay Castle, 23rd May 1854.

Lieutenant C. O. Maude received charge of the office of Superintendent of Police, Kaira, from Captain C. F. Grant, on the 12th instant.

Captain C. F. Grant assumed charge of the office of Superintendent of Police at Ahmedabad on the 13th instant.

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

TERRITORIAL DEPARTMENT, REVENUE.

Bombay Castle, 20th May 1854.

With reference to the Notification dated the 30th March last, the Right Honorable the Governor in Council is pleased to permit Mr. R. S. L. S. Pasley to remain at the Presidency, for the purpose of undergoing an Examination in the Goozerattee language.

With reference to the Government Notification dated the 22nd April 1854, the Right Honorable the Governor in Council is pleased to permit Mr. F. F. Arbuthnot to remain at the Presidency, for the purpose of undergoing an Examination in the Goozerattee language.

Bombay Castle, 23rd May 1854.

The leave of absence for ten days, under Section XI. of the Absentee Regulations, to proceed to the Presidency, on private affairs, granted to Lieutenant T. Waddington, Assistant Superintendent Revenue Survey and Assessment, Rutnagherry, under date the 2nd instant, is cancelled, at his own request.

Mr. C. J. Davies assumed charge of his duties as Deputy Commissioner of Customs, Salt, and Opium, at the Presidency, on the 18th instant.

Lieutenant S. Scott and Mr. G. A. Atkinson have been appointed Assistants to the Superintendent Revenue Survey and Assessment, Rutnagherry, from the 10th April 1854.

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

GENERAL DEPARTMENT.

Bombay Castle, 23rd May 1854.

Assistant Surgeon John Crawford, of the Indian Navy, to be Civil Surgeon at Rajkote, from the date of Dr. Clay's embarkation for Europe.

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

NOTIFICATION.

Whereas the practice, as at present existing, of making Applications and Appeals direct to the Government, who are unable to pass any orders thereon without previous reference to the Departments concerned, is productive of inconvenience to Public Offices, causes delay, and keeps the petitioners in suspense, the Right Honorable the Governor in Council is pleased to promulgate, for general information, the following Rules, which are to have effect from the 1st July next:—

1. Except in the cases of parties whose rank may entitle them to correspond with Government through Vukeels, Petitions to Government made by or through Agents will be left unnoticed.
2. Petitions will be received either through the Post Office, or in a box which will be affixed for the purpose outside the Secretariate door, and which will be opened daily (Sundays and Public Holidays excepted) by the Secretary Persian Department, and the Petitions distributed to the different Departments of the Secretariate. When sent through the Post Office, postage must be invariably paid.
3. Anonymous Petitions will be disregarded.
4. Petitions in any of the languages of this Presidency, when not accompanied by English Translations, will be rendered into the latter language by the Translator to Government before being placed before the Governor in Council. Petitions in English will be received by Government, if couched in intelligible language, otherwise they will be returned. 5. Petitions will not be received by Government regarding any matters which form the subject of Judicial proceedings in the Courts, or which properly fall within the jurisdiction of the Courts; nor will Government receive Petitions containing complaints relating to the administration of Civil or Criminal Justice, under circumstances which leave other modes of obtaining redress open under the Regulations.
6. The mode and channels through which all ranks of the Military Service should make known any complaint or grievance to superior authority are clearly laid down by the Regulations of the Service, and are in no respect affected by these Rules.
7. Applications for situations in the gift of Local or Controlling Authorities, or for admission into the Public Service, will remain unnoticed by Government.
8. Any person having cause of complaint against the proceedings of any Officer of Government, Civil or Military, is, in the first instance, to seek redress from that Officer's immediate Superior, who, if he declines compliance, is to give the Petitioner a written endorsement or order setting forth the grounds upon which the request is refused. If the Petitioner is dissatisfied with this order, he is at liberty to address the chief Local Authority, and eventually the Superior Civil or Military Authority, by whom the chief Local Officer is controlled, or, in the event of there being no such intermediate Controlling Authority, the Government. (See appended List.)
9. The preceding Rule is not to be interpreted as precluding chief Local or Controlling Authorities from using their discretion regarding the presentation direct to themselves of applications and complaints which have not been previously submitted to Officers subordinate to them.
10. The Government, however, will not receive a Petition on any matter, unless it shall appear that the Petitioner has already applied to the chief Local Authority, and, where such exists, to the Controlling Authority. The Petitions to the chief Local and to the Controlling Authorities, or copies of them, and the answers to or orders upon those Petitions, in original, must be annexed to all Petitions addressed to Government.

11. The Government, after passing a final order on any Appeal made to them, will not notice a second Petition on the same subject, unless new matter requiring especial consideration be introduced.

12. When a Petition is to be returned as not being drawn up or presented in conformity to the preceding Rules, it will be endorsed with a Memorandum specifically pointing out which of the Rules has been infringed.

By order of the Right Honorable the Governor in Council,

H. E. GOLDSMID,

Acting Chief Secretary to Government.

Bombay Castle, 23rd May 1854.

The following are the Authorities through whom Petitions should be preferred in the several Departments, relative to matters not excluded by the above Rules from forming the subject of eventual Appeal to Government. (See Rules 5, 6, 8, 9, and 10.)

REVENUE.

From the Assistant or Deputy Collector To the Collector (except in a Sub-Collectorate, when the complaint is in the first instance to be made to the Sub-Collector).

From the Collector To the Revenue Commissioner.

From the Assistant Superintendent Revenue Survey To the Superintendent.

From the Superintendent To the Revenue Commissioner.

From the Settlement Officer, Guzerat To the Revenue Commissioner.

From the Revenue Commissioner To Government.

From the Assistant Inam Commissioner To the Inam Commissioner.

From the Superintendent Poona Duftur To the Inam Commissioner.

From the Inam Commissioner To Government.

From the Collector of Bombay To Government.

From the Assistants to the Commissioner of Customs, Salt, and Opium To the Deputy of the Division.

From the Deputy Commissioner To the Commissioner.

From the Commissioner To Government.

From the Assistant Conservator of Forests To the Conservator.

From the Conservator To Government.

POLICE, MAGISTERIAL AND JUDICIAL.

(Particular attention is requested to Rule 5.)

From the Superintendent of Police To the Magistrate.

From the Assistant or Deputy Magistrate To the Magistrate or Joint Magistrate.

From the Magistrate To the Sudder Foujdaree Adawlut.

From the Senior Assistant or Assistant Judge To the Zillah Judge.

From the Zillah Judge To the Sudder Adawlut.

From the Sudder Adawlut To Government.

GENERAL.

From the Assistant Superintendent of Roads and Tanks.. To the Superintendent of Roads and Tanks.

From the Superintendent of Roads and Tanks..... To the Military Board.

From the Civil Architect at the Presidency To the Military Board.

From the Military Board To Government.

From the Subordinate Post Masters To the Post Master General.

From the Post Master General To Government.

From the Superintendent of Government Schools To the Board of Education.

From the Board of Education To Government.

From the Civil Surgeons..... To the Superintending Surgeons.

From the Superintendents of Vaccination..... To the Superintending Surgeons.

From the Superintending Surgeons..... To the Medical Board.

From the Medical Board To Government.

From the Superintendent of Repairs To the Board of Conservancy.

From the Board of Conservancy To Government.

From local Municipal Committees..... To the Magistrate.

From the Magistrate To Government.

POLITICAL.

From the Assistant Superintendent, Assistant Political Agent, or Assistant Resident To the Superintendent, Political Agent, or Resident.

From the Superintendent, Political Agent, or Resident .. To Government.

MILITARY.

(Particular attention is requested to Rule 6.)

From the Garrison Engineer	To the Military Board.
From the Bazar Master	To the Commanding Officer of the Station.
From the Commanding Officer of the Station	To the Commanding Officer of the Division.
From the Commanding Officer of the Division	To the Commander in Chief.
From the Commander in Chief	To Government.
From the Local and Divisional Commissariat Officers	To the Commissary General.
From the Commissary General	To the Military Board.
From the Military Board	To Government.
From the Executive Engineer	To the Superintending Engineer.
From the Superintending Engineer	To the Military Board.
From the Military Board	To Government.

For the present, Appeals from the Orders passed by the Commissioner of Sattara lie direct to Government.

By order of the Right Honorable the Governor in Council,

H. E. GOLDSMID,

Acting Chief Secretary to Government.

Bombay Castle, 23rd May 1854.

NOTIFICATION.

Translations in Mahrattée, Guzerattee, and Canarèse, of the preceding Notification, are being prepared by the Translator to Government.

Lithographed copies will be furnished to the Head Local Officers for distribution in the Districts under their control, and in order that they may give every possible publicity to the Rules, and cause them to be explained to the Servants of Government, and to the Public generally.

Collectors and their Assistants and Deputies are also required to read out and explain the Rules to the Ryots when assembled at the annual settlements.

A copy in the language or languages of the District is to be posted up in conspicuous places in every Court of Adawlut, Cutcherry, Custom House, Police Station, and Village Chowree, throughout the Presidency.

By order of the Right Honorable the Governor in Council,

H. E. GOLDSMID,

Acting Chief Secretary to Government.

Bombay Castle, 23rd May 1854.

JUDICIAL DEPARTMENT.

The Lords of the Judicial Committee of the Privy Council having had occasion recently to consider the amount of Security required by the Courts of Sudder Dewanee Adawlut from Appellants to the Queen in Council as Security for the Costs of Respondents, in the event of the Suits being dismissed, (which amount is regulated by Resolutions of the Sudder Court, and has since 1846 been 10,000 Rupees,) have recommended "that as the costs of prosecuting an Appeal to England will be materially diminished by the operation of Her Majesty's Order in Council of the 13th June 1853, (published in Government Gazette of 1853, page 1827,) the Security required of Appellants for Costs ought henceforth to be fixed at 4,000 Rupees, except in cases of extraordinary magnitude and importance, in which the Judges of the Courts of Sudder Dewanee Adawlut may think it necessary to require of the Appellant a Security to a larger amount, which should in no case exceed 10,000 Rupees."

The Right Honorable the Governor in Council is now pleased to notify for general information, that the Judges of the Sudder Dewanee Adawlut at this Presidency are prepared to give effect to this recommendation of the Lords of the Judicial Committee of the Privy Council.

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

H. L. ANDERSON,

Secretary to Government.

Bombay Castle, 20th May 1854.

MEDICAL DEPARTMENT.

CIVIL.

First Hospital Assistant Bablia, of the 12th Regt. N. I., is directed to proceed forthwith to the Jail Hospital, Broach, and relieve First Hospital Assistant F. de Rozario from duties in that Hospital.

Bombay, Medical Board Office, 18th May 1854.

Assistant Vaccinator Hushmuntray Wullud Sasanah Mull, Scinde Division, is permitted to

resign the Service, at his own request, and Miah Ram is appointed to succeed him.

Second Grade Apprentice Justiniano Fernandes, Charitable Dispensary, Bandora, is transferred to the Charitable Dispensary, Kurrachee.

Second Grade Apprentice Philip Rodrigues, 12th Regt. N. I., is transferred to the Bandora Dispensary.

Bombay, Medical Board Office, 23rd May 1854.

By order of the Medical Board,

F. MANISTY, Assistant Surgeon,
Secretary Medical Board.

Notice.

Required, to superintend a GOVERNMENT BAKERY, a European or other experienced Baker, sufficiently qualified for that purpose (a European would be preferred).

Application to be made in writing to Captain J. B. Ramsay, Acting Deputy Commissary General, stating the terms on which the applicant will accept the situation.

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

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

Notice

Is hereby given, that the sum of Rs. two, annas thirteen, and pies five (2-13-5), Wages due to the ESTATE of the late ANDREW MACKERTICK, Registered No. 24,481, Topass of the Ship "City of Palaces," has been received into my Office, and the same will be paid by me to his legal representative on application, with full particulars (post paid).

HENRY ST. AMOUR,
Registrar of Merchant Seamen.

*Marine Registry Office,
Bombay, 23rd May 1854.*

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

On Fixed Loans on Government } 7 ditto.
Notes }
On Cash Credits and Loans on } 8 ditto.
Government Notes..... }
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.

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.

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 Commy. General.

*Bombay, Depy. Commy. General's Office,
16th May 1854.*

MILITARY

ARRIVALS AND DEPARTURES.

1854 ARRIVALS.

10th May.—Lieutenant W. C. Stileman, 15th Regt. N. I., on duty, from Bhoj.
18th „ Lieutenant W. A. Armstrong, 3rd European Regiment, on duty, from Poona.
„ „ Captain F. J. Groube, 13th Regt. N. I., on duty, from Kurrachee.
„ „ Lieutenant J. W. Savile, 2nd Eur. Regt. L. I., on sick certificate, from Kurrachee.
„ „ Lieutenant H. P. B. Berthon, Artillery, on duty, from Kurrachee.
„ „ Lieutenant Armstrong, 14th Bengal N. I., on leave, from Mooltan.
„ „ Lieutenant D. Pratt, 22nd Bengal N. I., on sick certificate, from Ferozepore.
19th „ Lieutenant J. A. Anderton, 19th Regt. N. I., on leave, from Poona.
20th „ Lieutenant T. Gillespie, Engineers, on leave, from Poona.
„ „ Lieutenant D. Thomson, Engineers, on duty, from Poona.
„ „ Captain J. D. Leckie, 22nd Regt. N. I., on sick certificate, from Malligaum.
21st „ Captain J. F. Cruickshank, Engineers, to rejoin.
22nd „ Ensign F. C. Davidson, 10th Regt. N. I., on leave, from Poona.

1854 DEPARTURES.

18th May.—Assistant Surgeon H. J. Gane, Indian Navy, on duty, to Kurrachee.
„ „ Lieutenant R. S. Pope, 25th Regt. N. I., to rejoin, to Ahmedabad.
„ „ Ensign W. H. Ross, 23rd Regt. N. I., to join, to Deesa.
„ „ Ensign P. P. P. Fenwick, 25th Regt. N. I., to rejoin, to Ahmedabad.
19th „ Officiating Superintending Surgeon B. White, Staff, on duty, to Poona.
„ „ Lieutenant Sandwith, 1st Grenadiers, on duty, to Poona.
20th „ Cornet C. E. Stack, 1st Lancers, to rejoin, to Neen-much.
„ „ Colonel Down, Staff, to Command Asseerghur.
„ „ Ensign Danvers, 5th Regt. N. I., on duty, to Dharwar.
21st „ Assistant Surgeon J. A. F. J. Von Liebig, 1st Grenadiers, on duty, to Baroda.
„ „ Lieutenant W. H. J. Henderson, Artillery, on duty, to Ahmedabad.
„ „ 2nd Lieutenant G. B. Crispin, 4th Rifles, to rejoin, to Poona.

22nd May.—Ensign and Adjutant J. L. Yonge, Kolapoor Infantry, on duty, to Kolapoor.
 " " Lieutenant C. G. Anderson, 3rd European Regiment, to join, to Poona.
 " " Lieutenant G. G. Murray, 3rd European Regiment, to join, to Poona.
 23rd " Surgeon C. Morehead, Jamssetjee Jejeebhoy Hospital, on sick leave, to Europe.
 " " Lieutenant W. R. Dickinson, Engineers, on leave, to Europe.
 " " Brigadier H. Crucklow, Commandant of the Garrison, on furlough, to Europe.
 " " Lieutenant J. A. Anderton, 19th Regiment N. I., on furlough, to Europe.
 " " Assistant Surgeon W. F. Clay, Civil Surgeon, on sick furlough, to Europe.
 " " Lieutenant W. C. Stiffenau, 15th Regiment N. I., to rejoin, to Bhoj.
 " " Assistant Surgeon G. Naylor, Indian Navy, on duty, to Egypt.
 " " Lieutenant Colonel J. Jackson, 26th Regiment N. I., on furlough, to Europe.

*Bombay, Town Major's Office,
 24th May 1854.*

SHIPPING INTELLIGENCE.

1854 ARRIVALS.

18th May.—Steamer Bombay, G. M. Beyts, from Kurrachee 15th instant.
Passengers—Lieutenant Glasspool; Lieutenant Cruttenden, I. N.; Lieutenant Mende; Captain Groube; Lieutenant Savell; Lieutenant Berthon; Lieutenant Pratt; Ensign Havelock; Ensign Armstrong; 5 Second Class; 11 Deck Passengers; 197 Rank and File of the 12th, 13th, and Marine Battalion N. I.
 " " Ship Cairngorm, John Robertson, from London 28th January.
Passengers—H. Coombes, Esq.; Mr. and Mrs. Walkingshaw, Infant, and Native Servant.
 " " Steamer Sir J. R. Carnac, A. L. Taylor, from Surat 17th instant.
 20th " Ship Faize Allum, H. R. Miles, from Siam 13th February.
Passenger—1 Native.
 " " Ship Chancellor, J. G. Turner, from Liverpool 3rd December.
 22nd " Steamer Mount Stuart Elphinstone, C. W. McDonald, from Surat 21st instant.
Passengers—W. H. Palin, Esq.; Mrs. Palin; and 175 Natives.
 23rd " Ship Hydree, J. R. Rowe, from Calcutta 19th March.
Passengers—3 Religieuses; and Miss O'Connor.
 " " American Barque Sea Breeze, G. Nowall, from Dushire 6th instant.
Passengers—18 Persians.
 " " Ship Omega, S. Potter, from Port Phillip 8th March.
Passengers—Captain Ashburner, Mrs. Ashburner, and 5 Children; Miss Ashburner, and 2 Native Servants.

1854 DEPARTURES.

17th May.—Ship Bank of England, J. Davison, to China.
 " " Ship Duke of Wellington, J. Campbell, to Liverpool.
 " " P. and O. Co.'s Steamer Ganges, T. Black, to Calcutta.
Passengers—A. Malet, Esq., and 2 Native Servants.
 " " Steamer Mount Stuart Elphinstone, C. W. McDonald, to Surat.
Passengers—H. Hebbert, Esq., C. S.; and 189 Natives.
 18th " Ship William and Jane, T. Hunter, to China.

18th May.—Ship Empire, R. Strick, to Liverpool.
Passenger—Lieutenant Russell, Madras Army.
 " " Barque Hamood, J. McQueen, to Mauritius.
 " " H. C. Steamer Auckland, A. McDonald, Esq., Commander, to Kurrachee.
 20th " H. C. Sloop of War Falkland, H. H. Hewett, Esq., Commander, to Sga.
 " " Schooner Sophia, J. Williams, to Malabar Coast.
 " " Brig Cormar Luxnee, Nacodah, to Colombo.
Passengers—5 Natives.
 " " Steamer G. R. Clerk, J. Clarke, to Surat.
Passengers—181 Natives.
 21st " Ship Richard Cobden, C. Stewart, to Liverpool.
 " " Steamer Sir J. R. Carnac, A. L. Taylor, to Surat.
Passengers—Several Natives.
 22nd " Ship Indiana, John Malcolm, to China.
 " " Ship Quentin Leitch, Mr. Warden, to the Clyde.
 23rd " H. C. Steam Packet Victoria, Lieutenant N. Adams, Commanding, to Suez.
Passengers—Colonel and Mrs. Crucklow, and a Child of Capt. Eyre's, with a European Female Servant; Dr. C. Morehead; Mr. and Mrs. A. Spens, and a Child, with a Native Servant; a Child of Mr. A. D. Robertson's, with a European Servant; Rerd. Mr. and Mrs. Clarkson, and 2 Children; Mrs. E. A. Bacon, and 2 Children, with a Native Servant; Lieutenant Colonel Jackson, and Major Jackson; E. P. Robertson, Esq.; Mrs. Clay; S. Compton, Esq., and a Native Servant; Lieutenant W. R. Dickinson; Lieutenant Hatway; Mrs. Wardell; Colonel W. J. Browne, and a Native Servant; Lieutenant Colonel Stuart; Dr. W. F. Clay; a Child of Captain Wroughton's, with a European Servant; Commander J. Stephens; J. Middlemass, Esq.; Lieutenant P. Dods; N. C. Alexander, Esq.; A. Dunlop, Esq.; Captain Wroughton, and Child; Lieutenant W. G. Turner; Lieutenant E. A. Bacon, 25th Regt.; Lieutenant J. Anderton, 19th Regt. N. I.; Lieutenant F. Morphy, H. M.'s 64th Regiment.
Second Class: Mr. J. Andrew; Hajee Moerza Jasade. *To Aden*: Syed Abdool Cader, and a Native Servant; Syed Boobaker Syed Salum; Maljee Gullalchund; Eduljee Dorabjee, and a Native Servant. *To Suez*: Mr. Edmond; Mr. H. Benson.

A. K. CORFIELD,
 Senior Magistrate of Police.

Bombay, Police Office, 24th May 1854.

THE interest and responsibility of Mr. JOHN HOLDER in our Firm ceases from this date.

HOLDER & Co.

Bombay, 22nd May 1854.

Mr. JOHN HOLDER is authorised to sign for us by procuration, till further orders.

HOLDER & Co.

Bombay, 22nd May 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.

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
2363	4563	3623
2125	4587	3767
2492	4635	4016
2657	4686	4035
4032	4720	
4188	4786	
4209	4834	
4215	4854	
4331	5108	
4346	5139	
4350	5170	
4354	6001	
4398	6114	
4461	6318	
4464	6441	
4466	6715	
4499	6927	
4508		
		6815
		7154
		7910
		8065
		8115
		8472
		8710
		8751
		8828
		8840
		9224
		9231
		9256
		9268
		9273
		9618
		9693
		10083
		11022
		11461
		11486
		11631

Bombay, 1st January 1853.

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 " "

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. 11½d. "
On Scotland 1 " "	1s. 11½d. "
On Ireland 1 " "	1s. 11½d. "
Circular Notes payable throughout Europe	1s. 11½d. "

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, 24th May 1854.

INDIA AND LONDON LIFE ASSURANCE COMPANY.

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

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

DIRECTORS.

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

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

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

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

AGENTS at CALCUTTA.—Messrs. ALLAN, DEFFELL & Co.

" at MADRAS.—Messrs. ANALRIC & Co.

AT BOMBAY.

AGENTS.—Messrs. GREY & Co.

MEDICAL REFEREE.—H. J. CARTER, Esq. H. C. S.

SOLICITOR.—J. JEFFERSON, Esq.

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

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

ANNUITIES granted—both deferred and reversionary.

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

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