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NOTIFICATION.

Bombay Castle, 4th August 1831.

GENERAL DEPARTMENT.

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

Bombay Castle, 18th January 1832.

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

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

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

NOTICE.

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

Bombay, 5th April 1848.

J. G. LUMSDEN, Secy. to Govt.

MARINE DEPARTMENT.

The Right Honorable the Governor in Council is pleased to notify that, during the ensuing season, the MONTHLY MAILS to Suez, and the MID-MONTHLY MAILS to Aden, will be closed on the evenings of the undermentioned days, viz:—

28th September,	to Suez.
14th October,	to Aden.
28th October,	to Suez.
14th November,	to Aden.
28th November,	to Suez.
14th December,	to Aden.
28th December,	to Suez.
13th January,	to Aden.
27th January,	to Suez.
14th February,	to Aden.
28th February,	to Suez.
14th March,	to Aden.
28th March,	to Suez.
14th April,	to Aden.
28th April,	to Suez.

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

T. MAUGHAN, Lieutenant Colonel,
Secretary to Government.

Bombay Castle, 12th August 1854.

Notice

Is hereby given, that sealed tenders will be received by the Acting Deputy Commissary General for the CONVEYANCE to LONDON of 50 Boxes of MILITARY STORES, about 8½ tons by measure-

ment, consigned to the Honorable the Court of Directors, East India House, London.

The name of the Vessel on which it is proposed to convey the Stores is to be inserted in the tender.

Further particulars may be learnt on application at this Office, from 10 A.M. to 5 P.M. daily, Sundays excepted.

J. B. RAMSAY, Major,

Acting Deputy Commissary General.

Bombay, Depy. Commy. Genl.'s Office,
6th September 1854.

Notice

Is hereby given, that verbal offers will be received at the Office of the Superintendent of Bazaars at Belgaum, at 11 o'clock A.M. on Thursday the 5th October 1854, also sealed tenders at the Commissary General's Office, Bombay, as per clause No. 9 of this Notice, for the contract for the exclusive privilege of SELLING ARRACK, COUNTRY LIQUOR, and INTOXICATING DRUGS to the Native Troops and Followers in the Cantonment of Belgaum, and also to the Inhabitants of the town of Belgaum, for a period of one year, from the 1st October 1854 to the 31st October 1855.

2. The contract will be sold for the number of Troops present on the day of sale, and the amount to be paid by the contractor will not be increased or decreased as Troops arrive at or depart from the Station, unless the number of Troops present shall

at any time during the existence of the contract exceed or fall short of the number present on the day of sale by more than one-fourth part, in which case the payment to be made by the contractor will be increased or decreased to such extent as may be fixed by a Committee of Officers to be appointed on behalf of Government.

3. Each bidder for the contract must deposit the sum of Co.'s Rs. 3,000 (three thousand), which will be forfeited in the event of delay, evasion, or refusal on the part of the party concerned to execute the necessary deed of contract should his offer or tender be accepted.

4. Each bidder must state the sum that he is willing to pay annually for the contract, and the person whose bid may be accepted will be required to deposit with the Superintendent of Bazaars the amount of one month's stipulated payment, as security for the due performance of the contract, and also make each monthly payment in advance, the first payment to be made on demand.

5. Each bidder must produce a certificate in English from either the Collector or Deputy Magistrate, in the event of their residing in the town of Belgaum or Shapoor, and by the Superintendent of Bazaars if residing in the Military Cantonment, that they and their securities are of unexceptionable character and persons of capital, and that their securities may be taken and held good for such an amount each, and that these individuals are willing to stand security in the event of the bid being accepted. The above is necessary to avoid delay in obtaining the same information from the authorities concerned, and in default of the above the person or persons will not be allowed to bid.

6. The person whose offer may be accepted must purchase the Distillery in the Sudder Bazar, at the valuation of a Committee of Officers.

7. Five Shops will be allowed in the Sudder Bazar, viz. the present large one, with two small ones right and left of it. Entrance to the front of these Shops, but none whatever to the rear.

8. No Liquor whatever will be allowed to be sold in the Distillery.

9. Further, any person or persons who may send tenders to the Commissary General, Bombay, must with the said tender enclose the certificates called for under the provisions contained in the 5th para. of this Notice, i. e. that each written tender should be accompanied with a certificate in English, to obviate any unnecessary trouble or delay on that account hereafter to Government, or in default their tender will be rejected.

10. The contractor will be required to bind himself to defray the expense of maintaining any Police which the Commanding Officer may consider necessary for preventing the clandestine sale of Spirits to the European Troops.

11. The articles of agreement to be entered into may be seen, and all further particulars learnt, on application at the Office of the Superintendent of Bazaars, any day between the hours of 10 A. M. and 3 P. M., Sundays excepted.

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

J. B. DUNSTERVILLE, Captain,
Superintendent of Bazaars.

Belgaum, Supt. of Bazaars' Office,
28th August 1854.

Notice

Is hereby given, that persons desirous of entering into contracts for supplying such ARTICLES of PROVISIONS embraced in the following Schedules as may be required by the Commissariat Department at Aden, from the 1st January to 31st December 1855, may, on application at this Office from 10 A. M. till 5 P. M. daily (Sundays excepted), obtain copies of the Schedules or lists of prices, and such information relating thereto as they may require:—

- No. 1, For Fresh Meat, for one year.
- No. 2, For Medical Comforts, Provisions, &c., for one year.
- No. 3, For Flour and Wheat, for one year.
- No. 4, For Grain, for one year.
- No. 5, For Spices, &c., for one year.
- No. 6, For Brandy, Gin, &c., for one year.
- No. 7, For Stationery, for one year.
- No. 8, For Forage, &c., for one year.
- No. 9, For Water, brackish and sweet, of Aden wells, for one year.
- No. 10, For Hospital Clothing, for one year.
- No. 11, For Camels, with Puckaals and Drivers complete, to supply extra brackish Water to the European Soldiers for sanitary purposes, for one year.

2. Sealed tenders for the contracts will be received at this Office and that of the Deputy Commissary General in Bombay, on the 5th day of October 1854, at 1 o'clock precisely, and will be opened in the presence of such parties as are in attendance on the day and hour specified, and no tenders will be received afterwards, when tenderers will be required to offer a per-centage above or below the prices exhibited in the above lists at which the supply will be made, on the understanding that the articles supplied are to be of unexceptionable quality, and are to be delivered, in the first instance at the Commissariat Stores at Aden if required, and afterwards to the indenting Departments, in good condition, free of all charges beyond the stipulated price, in such number or quantities as may from time to time be demanded, and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them; it being understood that the decision of such Committee is to be final, and binding on all parties.

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

4. Parties willing to undertake the contract for Liquor, &c. are required to send in two tenders the same, viz. one on the usual terms and the other on the condition of receiving empty Bottles, not required by the Commissariat Department at Aden, at the following rates:—

- Bottles, quart, at (1) one Rupee per dozen.
- " pint, at (12) twelve Annas per dozen.

5. No person will be allowed to tender for any contracts unless he previously deposits, in this and the Acting Deputy Commissary General's Office in Bombay, in cash, the sum exhibited opposite the

Schedule referring thereto, which sum will be forfeited in the event of delay, evasion, or refusal on his part to execute the necessary deed of contract when required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security to the further amount shown opposite each Schedule, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

	Deposit in Cash.	Bonded Security.
For List No. 1, Co.'s Rs. 2,891		Co.'s Rs. 11,564
" No. 2, "	436	1,745
" No. 3, "	1,763	7,052
" No. 4, "	1,826	7,305
" No. 5, "	1,253	5,013
" No. 6, "	31	124
" No. 7, "	33	133
" No. 8, "	247	990
" No. 9, "	355	1,420
" No. 10, "	119	478
" No. 11, "	118	470

6. Contractors must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon them; they must further invariably keep on hand a sufficient stock of every article, to the extent of 3 and 6 months' consumption, as particularised at the foot of every Schedule; 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 their risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from Rupees (50) fifty to (500) five 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 such a breach of contract, whether the rejected articles be replaced by the contractors or by this Department; in every such case, also, it is to be understood that the contract or contracts may be cancelled, at the discretion of the Commissary General; and that if the contract be so cancelled, the cash deposit stated opposite each Schedule, as mentioned in paragraph 5 of this Notice, will be forfeited to Government.

7. It is also to be understood that any negligence, evasion, or refusal on the part of contractors to make supplies or obey orders, or any attempt on their part, or that of their agents, to pass off articles of an inferior quality in lieu of those they are bound to supply, or any neglect to deliver them at the time and place ordered, will subject them 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.

8. It is further to be understood that the contractors, or accredited agents on their part, approved of by the executive Commissariat Officer, are to attend at this Office daily, during the usual hours of business, i. e. from 10 A. M. to 5 P. M. (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.

9. Any party or parties whose offers are accepted will be required to produce unexceptionable securities, for the approval of the Civil or Cantonment Authorities, as may be necessary, within fifteen days from the date of the acceptance of his or their offers, or the contracts will be resold. No reason will be stated for rejecting any security offered.

10. 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 or contractors will forfeit the full value of the supplies for which bills have not been so preferred, unless it clearly appear, to the satisfaction of the Commissary General, that the delay was unavoidable.

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

12. Any party who, after offering for a contract, fails to furnish the necessary security, as provided for in clause 9 of this Notice, will be interdicted from offering on future occasions, unless he produces a document from some person of unexceptionable character and sufficient means, guaranteeing the due execution and performance of the contracts on his or their offers being accepted.

13. The annual outlay on the above contracts is estimated as follows, viz:—

Schedule No. 1	Rs. 57,818	12	0
" No. 2	8,727	2	3
" No. 3	35,260	11	5
" No. 4	36,524	15	11
" No. 5	25,067	5	5
" No. 6	618	0	0
" No. 7	667	4	0
" No. 8	4,948	11	5
" No. 9	7,097	13	0
" No. 10	2,387	14	0
" No. 11	2,352	0	0

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

F. G. NUTHALL, Captain,

In charge Comm. Depart., A. F. F.

Commissariat Office, Aden Field Force,
Camp, Aden, 12th August 1854.

Notice

Is hereby given, that persons desirous of entering into a contract for PERFORMING THE PACKING and DAMMERS DUTIES of this Department, 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 15th 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 contractor will undertake the work, on the understanding that it must be performed in a satisfactory manner, and that the materials used must be of unexceptionable quality, according to musters which may be seen in this Office, or of the usual description; that the work must be performed whenever ordered, on the Departments requiring it, free of all charges beyond the stipulated price; and that the same are liable to examination and rejection by the executive Commissariat Officer, or by the indenting or receiving Officer; or by a Committee of Officers appointed on the part of Government, in the event of the contractor being dissatisfied with the decision of the above Officers, or either of them, it being understood that the decision of such Committee is to be final, and binding on all parties.

3. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rs. (177) one hundred and seventy-seven, which sum will be forfeited in the event of delay, evasion, or refusal on the part of the contractor to execute the necessary deed of contract whenever required to do so, on his offer being accepted; in which latter case he must be prepared to give unexceptionable bonded security, to the further amount of Rs. (711) seven hundred and eleven, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent orders for packing stores, covering and dammering packages, &c., and other similar duties of less urgency must be completed within the periods stated in the requisitions made upon him; in failure whereof, or if any work be condemned by a Committee of Officers as aforesaid, this Department may immediately cause the work to be executed at his risk and cost, if it be considered expedient to do so; and in all such cases thirty (30) per cent. upon the amount of expenses incurred, or a fine of from Rupees (30) thirty to (100) one hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract; it being understood that the simple condemnation by a Committee of any work performed constitutes such a breach of contract, whether the rejected work be completed by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in paragraph 3 of this Notice will be forfeited to Government.

5. It is also to be understood, that any delay, negligence, evasion, or refusal on the part of a contractor to perform the work or obey orders, or any attempt on his part, or that of his agents, to use materials of an inferior quality in covering and dammering packages in lieu of those he is bound to use, or any neglect on his part to perform the work at the time and place ordered, will subject him in every instance to be fined to the extent of Rupees (25) twenty-five, at the option of the executive Commissariat Officer, from whose order an appeal may be made to the Commissary General, whose decision is to be final; but in cases when it may be deemed fit to exact any of the penalties provided for in the preceding

Clause, no further penalty shall be leviable under this Clause.

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

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

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

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

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

11. The annual outlay on the above contract is estimated at Rupees 3,559.

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

J. B. RAMSAY, Major,
Actg. Depy. Commy. General.
Bombay, Depy. Commy. Genl.'s Office,
29th August 1854.

જાહેર મયર.

હોઆથો આપવાનાં આવે છે ન તારીખ
૧૫ મી આપતા નહીંનાં અને શુકરવાર
ને દીને બપોરનાં બરોબર કલાક ૨ વાગતે જે
બાઈની કમીશરી હાકીશનાં પાક કરવાનું
તથા દાનર કરવાનું કંતરાકટ એક વરસ
શુધીનું વેચવાનાં આવશે તે ન તારીખથી
કબુલ કરશે તે તારીખથી માહુ કરવો.

જે સમય એ કંતરાકટ લેવા આહાતો હો
એ તેને આ હાકીશનાં દરરોજ કલાક ૧૧ થી
તે ૫ શુધી અરજ કરેથી ભાવનું લીશરની
નકલ તથા તે શોવાએ ન કાંઈ એ બાબતની
બીજી મયર નાંઈશે તે આપવાનાં આવશે.
જે બાઈની દેપુરી કમીશરી જનરાલની
હાકીશ તારીખ ૨૮ મી આગસ્ટ
શને ૧૮૫૪.

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

IV. Any passenger who shall get into or upon, or attempt to get into or upon, or shall quit or attempt to quit any carriage upon any such Railway, while such carriage is in motion; or who shall ride or attempt to ride upon any such Railway on the steps or any other part of a carriage except on those parts which are intended for the accommodation of passengers, shall be liable to a fine not exceeding twenty rupees for each offence.

V. Any person other than the engine-man and fireman, and assistant fire-man, if any, who, without the special license of the Superintendent of locomotives, shall ride or attempt to ride upon any locomotive engine or tender upon any such Railway, and any person other than the guard or breaksmen, who, without such license as aforesaid, shall ride or attempt to ride upon such Railway in or upon any luggage-van or goods-waggon, or other vehicle not appropriated to the carriage of passengers, shall be liable to a fine not exceeding twenty rupees for each offence.

VI. If any person shall smoke, either on the premises or in or upon any of the carriages belonging to any such Railway Company, except in places or carriages which may be specially provided for the purpose, he shall be liable to a fine not exceeding twenty rupees for each offence; and if any person persist in infringing this regulation after being warned to desist by any of the servants of the Company, such person, in addition to incurring the liability above mentioned, may be removed by any of the servants of the Company from any such carriage, and from the premises of the company, and shall forfeit his fare.

VII. Any person who shall be in a state of intoxication, or shall commit any nuisance or act of indecency in any Railway carriage, or upon any part of the premises of any such Railway Company, or who shall wilfully and without lawful excuse interfere with the comfort of any passenger on such Railway, shall be liable to a fine not exceeding twenty rupees; and in addition to such liability the offender may be removed by any of the servants of the Company from any such carriage, and also from the premises of the Company, and shall forfeit his fare.

VIII. If any special carriage, or portion of a carriage, or any private room or apartment, shall be provided by any such Railway Company for the exclusive use of females, any male person who without lawful excuse shall enter such carriage or portion of a carriage, or any such room or apartment, knowing the same to be exclusively appropriated as aforesaid, or shall remain therein after having been informed of its exclusive appropriation, shall be liable to a fine not exceeding one hundred rupees, and may be removed therefrom, and also from the premises of the Company, by any of the servants of the Company, and shall forfeit his fare.

IX. No such Railway Company shall in any case be answerable for loss or injury to any passengers' luggage, unless it shall have been booked and separately paid for.

X. No such Railway Company shall in any case be answerable for loss of or injury to any gold or silver, coined or uncoined, manufactured or unmanufactured, or any precious stones, jewellery, watches, clocks, or timepieces of any description, trinkets, Government securities, bills of exchange, promissory notes, Bank-notes, orders or other securities for payment of money, Government stamped paper, postage stamps, maps, writings, title-deeds, paintings, engravings, pictures, plated articles,

glass, china, silks in a manufactured or unmanufactured state, and whether wrought up or not wrought up with other materials, shawls, lace, or any of them, contained in any parcel or package which shall have been delivered to such Railway Company either to be carried for hire or to accompany the person of any passenger, unless the value and nature of such articles shall have been declared by the person or persons sending or delivering the same, and an increased charge for the safe conveyance of the same shall have been accepted by some person specially authorised to enter into such engagements on behalf of the said Railway Company.

XI. The liability of such Railway Company for loss or injury to any articles or goods to be carried by them, other than those specially provided for by this Act, shall not be deemed or construed to be limited or in any wise affected by any public notice given, or any private contract made by them; but such Railway Company shall be answerable for such loss or injury when it shall have been caused by gross negligence or misconduct on the part of their agents or servants.

XII. If any person shall fail to pay on demand any sum due to any such Railway Company for the conveyance of any goods, it shall be lawful for the Company to detain all or any part of such goods, or, if the same shall have been removed from the premises of the Company, any other goods of such person which shall then be on their premises, or shall thereafter come into their possession; and also to sell by public auction sufficient of such goods to realize the sum payable as aforesaid, and all charges and expenses of such detention and sale, and out of the proceeds of the sale to retain the sum so payable, together with the charges and expenses aforesaid, rendering the overplus, if any, of the money arising by such sale, and such of the goods as shall remain unsold, to the person entitled thereto; or the Company may recover any such sum by action at law.

XIII. The owner or person having the care of any goods which shall have been carried upon any such Railway, or shall be brought on to the premises of any such Railway Company for the purpose of being carried on their Railway, shall, on demand by any servant of the Company appointed to receive goods to be carried on that part of the Railway on which such goods shall have been carried, or shall be about to be carried, deliver to such servant an exact account in writing, signed by him, of the number or quantity and description of such goods.

XIV. If any such owner or person as aforesaid shall wilfully fail to give such account to such servant of the Company, or if he shall wilfully give a false account thereof, he shall, for every such offence, be liable to a fine not exceeding fifty rupees for every ton of goods, or for any parcel exceeding one hundred weight, and to a fine not exceeding twenty rupees for any quantity of goods less than a ton, or for any parcel less than one hundred weight.

XV. No person shall carry upon any such Railway any dangerous goods, or be entitled to require any such Railway Company to carry upon such Railway any luggage or goods which, in the judgment of the Company, or any of their servants, shall be of a dangerous nature; and if any person shall carry upon such Railway any dangerous goods, or shall deliver to such Railway Company any such goods for the purpose of being carried upon such Railway, without distinctly marking their nature on the outside of the package containing the same, or otherwise giving notice in writing of the nature thereof to the book-keeper or other servant of the Company to whom the same shall be delivered for the purpose of being so carried,

Penalty for false account. shall wilfully fail to give such account to such servant of the Company, or if he shall wilfully give a false account thereof, he shall, for every such offence, be liable to a fine not exceeding fifty rupees for every ton of goods, or for any parcel exceeding one hundred weight, and to a fine not exceeding twenty rupees for any quantity of goods less than a ton, or for any parcel less than one hundred weight.

ried, he shall be liable to a fine not exceeding two hundred rupees for every such offence ; and it shall be lawful for any such Company, or any of their servants, to refuse to carry any luggage or parcel that they may suspect to contain goods of a dangerous nature, and to require the same to be opened to ascertain the fact previously to carrying the same ; and in case any such luggage or parcel shall be received by the Company for the purpose of being carried on the Railway, it shall be lawful for the Company, or any of their servants, to stop the transit thereof, until they shall be satisfied as to the nature of the contents of the baggage or parcel.

XVI. Any person who shall wilfully obstruct or impede any officer or servant of the Company in the discharge of his duty on such

Railway, or any of the works, stations, or premises connected therewith, shall be liable to a fine not exceeding fifty rupees.

XVII. Any person who shall trespass upon any such Railway, or upon any of the lands, stations, or other premises belonging to the Company, shall be liable to a fine not exceeding twenty rupees ; and if any such person shall refuse to leave such Railway or premises on being requested to do so by any officer or servant of the Company, or by any other person on behalf of the Company, he shall be liable to a fine not exceeding fifty rupees, and may be immediately removed from such Railway or premises by such officer, servant, or other person as aforesaid.

XVIII. Any person who shall wilfully ride, lead, or drive upon or across any such Railway, any animal, except in directly crossing the said Railway at any road or place appointed for that purpose, at a time at which he shall be lawfully authorised so to do, shall be liable to a fine not exceeding fifty rupees for each offence.

XIX. If the Railway cross any public carriage road on a level, the Railway Company shall erect, and at all times maintain good and efficient gates, either across the Railway, or across the road on each side of the Railway where the same shall communicate with the road, and shall employ proper persons to open and shut such gates ; if such gates be across the road, they shall be kept constantly closed except during the time when horses, cattle, carts, or carriages, passing along the same, shall have to cross the Railway ; and the gates shall be of such dimensions and so constructed as when closed to fence in the Railway, and prevent cattle or horses passing along the road from entering upon the Railway. If the gates be across the Railway, they shall be kept closed except when engines or carriages passing along the Railway shall have occasion to cross the road, and shall be of such dimensions and so constructed as when open to fence in the Railway, and prevent cattle, carriages, or passengers from entering upon the Railway :

Provided that it shall be lawful for the local Government in any case to order that the gates shall be across the road or across the Railway, as the Government may think fit, and in such case the gates shall be erected, maintained, and closed accordingly.

If any Railway Company shall wilfully fail to comply with the provision of this Section, they shall forfeit a sum not exceeding two hundred rupees for each offence, and any Magistrate or Justice of the Peace may, in case any such gates be not erected or maintained, order the Company to erect and maintain the same within a time to be specified in the order, and in case of wilful failure on the part of the Railway Company to comply with such order, they shall be liable to a fine not exceeding two hundred rupees for every day that they shall wilfully fail so to do.

XX. Every such Railway Company shall be bound

Railway to be fenced. and sufficient fences on each side of their Railway, or, failing therein, shall be liable to a fine not exceeding fifty rupees for every offence ; and it shall be lawful for a Magistrate or Justice of the Peace to order the Company to erect or repair any such fence within a time to be specified in the order, and upon failure of the Company to comply with such order they shall be liable to a fine not exceeding fifty rupees for every day that they fail so to do.

XXI. The owner of any animal which shall trespass or stray upon any such Railway, or upon any lands belonging to such Railway

Company, except for want of the erection or maintenance of any fence or gate which the Company is bound to erect and maintain, shall be liable to a fine not exceeding ten rupees for each animal ; and it shall be lawful for the Company, or any of their servants, to take or drive every animal which shall be found so trespassing to the nearest Police Station, there to be detained until the highest amount of fine incurred by such trespass, and the expense of feeding and keeping the animal, be paid, or until a Magistrate shall otherwise order. A Magistrate may, upon proof of the trespass, cause such animal to be sold by public auction, and the proceeds of the sale, after deducting therefrom such fine, or such a sum, not exceeding ten rupees for each animal, as the Magistrate shall award to be paid in lieu of the fine to which the owner is hereby made liable, and such further sum as the Magistrate shall order to be paid for the expenses of detaining, feeding, and selling such animal, shall be returned to the owner of the animal, on demand.

XXII. Any person who shall unlawfully and wilfully remove or deface the number plates, or remove or extinguish any lamp on any carriage belonging to any such Railway Company ; or shall wilfully or negligently damage or injure any carriage, engine, waggon, truck, warehouse, building, machine, fence, or any other matter or thing belonging to such Railway Company, shall be liable to a fine not exceeding fifty rupees.

XXIII. If any person for whose use or accommodation any gate shall have been set up by any such Railway Company on either side of such Railway, or any other person, shall open such gate, or pass, or attempt to pass, or drive, or attempt to drive any carriage, cattle, or other animal or thing across the said Railway, at a time when any engine or train approaching along the same shall be in sight, or shall at any time omit to shut and fasten such gate as soon as he and any carriage, cattle, or other animal or thing under his charge, shall have passed through the same, he shall be liable to a fine not exceeding fifty rupees.

XXIV. If any person shall commit any offence hereby made punishable by fine, and the name and address of such person shall be unknown, or there be reason to believe that the offender will abscond, any officer or servant of the Company, or any police officer, or other person who such officer or servant may call to his aid, may, without any warrant or written authority, lawfully apprehend and detain such offender until he can be taken before a Magistrate or other officer having jurisdiction over the offence, or shall give sufficient security for his appearance before such Magistrate or other officer, or shall be otherwise discharged by due course of law.

XXV. Whoever shall wilfully do any act, or shall wilfully omit to do what he is legally bound to do, intending by such act or omission to cause, or knowing

that he is thereby likely to cause, the safety of any person travelling or being upon any such Railway to be endangered, shall be liable to be transported beyond sea for the term of his life, or to be imprisoned, with or without hard labour, for any term not exceeding seven years.

XXVI. If any officer or servant of such Railway Company shall wilfully do any act which he is legally prohibited from doing; or shall wilfully or negligently omit to do what he is legally bound to do, and if, in consequence of such act or omission, the safety of any person travelling or being upon such Railway shall be endangered, such officer or servant shall be liable to be imprisoned, with or without hard labour, for any term not exceeding three years, or to fine, or to both.

XXVII. Any officer or servant of such Railway Company who shall be in a state of intoxication whilst actually employed upon the Railway, or any of the works connected therewith, in the discharge of any duty, and any officer or servant of such Company who negligently shall omit to perform his duty, or shall perform the same in an improper manner, shall be liable to a fine not exceeding fifty rupees; and if the duty in any of the cases in this Section above-mentioned be such that the omission or negligent performance thereof would be likely to endanger the safety of any person travelling or being upon such Railway, such officer or servant shall, on conviction before a Magistrate, be liable to imprisonment, with or without hard labour, for a term not exceeding one year, or to fine, or to both.

XXVIII. If any person shall rashly or negligently, and without lawful excuse, do any act which shall be likely to endanger the safety of any person travelling or being upon such Railway, he shall, upon conviction before a Magistrate, be liable to imprisonment, with or without hard labour, for a term not exceeding one year, or to fine, or to both.

XXIX. In the construction of this Act, every officer and servant of such Railway Company shall be deemed to be legally bound to do everything necessary for, or conducive to the safety of the public, which he shall be required to do by any Regulation which shall be made by the Company, and allowed by the Governor General of India in Council, and of which Regulation such officer or servant shall have notice; and every such officer and servant shall be deemed to be legally prohibited from doing every act which shall be likely to cause danger, and which by any such Regulation he shall be prohibited from doing; and every person employed by or on behalf of such Railway Company to do any act upon the Railway shall be deemed to be a servant of the Company.

XXX. Any person, whether a European British subject or not, who shall be guilty of any offence for which, according to the provisions of this Act, he shall be liable to a fine only, shall be punishable for such offence by any Justice of the Peace for any of the Presidency Towns of Calcutta, Madras, and Bombay, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate, whether the offence shall have been committed within the local limits of the jurisdiction of such officer or not, and any person hereby made punishable by a Justice of the Peace shall be punishable upon summary conviction.

XXXI. No conviction, order, or judgment of any Justice of the Peace shall be quashed for error of form or procedure, but only on the merits, and it shall not be necessary to state on the face of the conviction, order,

or judgment, the evidence on which it proceeds; but the depositions taken, or a copy of them, shall be returned with the conviction, order, or judgment, in obedience to any writ of *certiorari*, and if no jurisdiction appears on the face of the conviction, order, or judgment, but the depositions taken supply that defect, the conviction, order, or judgment shall be aided by what so appears in such depositions.

XXXII. A Magistrate may refer for trial and decision any charge of an offence to his Assistant or Deputy hereby made punishable by fine only to any of his Assistants, or to any Deputy Magistrate lawfully appointed to exercise the powers of a Covenanted Assistant, and in such case every such Assistant or Deputy Magistrate may exercise all the powers vested in a Magistrate, subject to all the rules applicable to criminal cases deputed to such Assistant or Deputy Magistrate acting judicially.

XXXIII. The local Government may give general authority to any such Assistant or Deputy Magistrate to exercise, without reference by a Magistrate, any of the powers which they are hereby rendered competent to exercise upon reference by a Magistrate, subject to appeal to the Magistrate from any conviction by such Assistant or Deputy Magistrate, within one month from the date of conviction. Provided that a Magistrate may at any time call from any of his Assistants, or from any Deputy Magistrate subordinate to him, any case pending before such Assistant or Deputy Magistrate.

XXXIV. All fines imposed under the authority of this Act for offences punishable by fine only by any Justice of the Peace, Magistrate, Joint Magistrate, or person lawfully exercising the powers of a Magistrate, or by any Assistant to a Magistrate, or Deputy Magistrate, may, in case of non-payment thereof, be levied by distress and sale of the goods and chattels of the offender, by warrant under the hand of any of the above-named officers; and in case any such fine shall not be forthwith paid, any such officer may order the offender to be apprehended and detained in safe custody until the return can be conveniently made to such warrant of distress, unless the offender shall give security to the satisfaction of such officer for his appearance at such place and time as shall be appointed for the return of the warrant of distress, and such officer may take such security by way of recognizance or otherwise; and if upon the return of such warrant it shall appear that no sufficient distress can be had whereon to levy such fine, and the same shall not be forthwith paid, or in case it shall appear to the satisfaction of such officer, by the confession of the offender or otherwise, that he has not sufficient goods and chattels whereupon such fine or sum of money could be levied if a warrant of distress were issued, any such officer may, by warrant under his hand, commit the offender to prison, there to be imprisoned only, or to be imprisoned and kept to hard labour, according to the discretion of such officer, for any term not exceeding two calendar months when the amount of the fine shall not exceed fifty rupees, and for any term not exceeding four calendar months when the amount shall not exceed one hundred rupees, and for any term not exceeding six calendar months in any other case, the commitment to be determinable in each of the cases aforesaid on payment of the amount.

XXXV. The heads of district police and Ameens of police in the Presidency of Madras, and district or joint police officers in the Presidency of Bombay, may punish, to the extent of the powers conferred upon them respectively in petty offences, any offence hereby made punishable, by fine not exceeding twenty rupees.

XXXVI. Payment of any fare, to which passenger not producing or Enforcing payment of fare delivering up his ticket shall

by passenger not producing he liable under Section I. of
ticket. this Act, may be enforced
in the same manner as any fine imposed by this Act.

XXXVII. Every person who shall be guilty of any offence mentioned in Sections XXV. XXVI. XXVII. and XXVIII. of this Act, may be lawfully apprehended, without any warrant or written authority, by any servant or officer of the Company, or by any other person whom such officer or servant shall call to his aid, or by any police officer of such grade as shall, by any law in force for the time being, be entrusted in any case with the power of arrest without a warrant; and every person so apprehended shall, with all convenient despatch, be carried and conveyed before a Magistrate or Justice of the Peace, or other officer lawfully authorised to punish the offender, or to commit him for trial.

XXXVIII. In the construction of this Act, unless where a contrary intention appears from the context, the word "Magistrate" shall include a Joint Magistrate, and any person lawfully exercising the powers of a Magistrate; words in the singular number shall include the plural, words in the plural shall include the singular; and words in the masculine gender shall include the feminine; and the word "fine" shall include a sum of money due upon a forfeited recognizance.

XXXIX. Acts No. III. of 1853 and No. XII. of 1853 are hereby repealed, except as to acts done, offences committed, and liabilities incurred before the passing of this Act.

XL. Every Railway within the said territories, used for the public conveyance of passengers or goods, shall, until the contrary be proved, be presumed to be a Railway within the meaning of this Act; and every Company to whom any such Railway shall belong shall, until the contrary be proved, be presumed to be a Railway Company within the meaning of this Act.

XLI. Every such Railway Company shall, within forty-eight hours after the occurrence upon the Railway belonging to such Company of any accident attended with serious personal injury, give notice thereof to the local Government; and if any such Company omit to give such notice, they shall forfeit the sum of fifty rupees for every day during which the omission to give the same shall continue.

XLII. The local Government may order and direct any such Railway Company to make up and deliver to them a return of serious accidents occurring in the course of the public traffic upon the Railway belonging to such Company, whether attended with personal injury or not, in such form and manner as the Government shall deem necessary, and require for their information, with a view to the public safety; and if any such returns shall not be so delivered within fourteen days after the same shall have been required, every such Company shall forfeit the sum of fifty rupees for every day during which the said Company shall neglect to deliver the same.

XLIII. A copy of this Act, and of the General Regulations, Time Tables, and Tariff of Charges which shall from time to time be published by any Railway Company, with the sanction of the local Government, shall be exhibited in some conspicuous place at each Station of every Railway, so that they may be easily seen and read; and all such documents shall be so exhibited in English and in the Vernacular language of

the district in which the Station is situate, and in such other language, if any, as shall be required by order of the local Government.

W. MORGAN,
Clerk of the Council.

Legislative Council.

12th August 1854.

The following Bill was read a second time in the Legislative Council on the 12th of August 1854:—

A Bill for the Amendment of Procedure in Cases of Regular Appeal to the Sudder Court in the Presidency of Fort St. George.

Whereas it is desirable to simplify and shorten this procedure in regular appeals to the Court of Sudder Udalt in the said Presidency, it is enacted as follows:—

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

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

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

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

parts of them, which either of the parties shall require to be copied, authenticated, and deposited in the lower Court, previously to their being transmitted to the Sudder Court.

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

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

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

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

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

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

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

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

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

notify, unless the respondent, within such time, file a separate petition of appeal in the Sudder Court.

Clause 2nd.—If the respondent file a separate petition of appeal in the Sudder Court, notice shall be fixed up in the Court House of the Sudder Court, to the effect that the respondent has filed such separate appeal; and the notice shall require the appellant to file any grounds of objection which he may have thereto, within the space of four weeks from the date of the notice.

Clause 3rd.—Within such space of four weeks the appellant may file any grounds of objection which he has to such appeal, or which relate to that part of the decision which is involved in the respondent's appeal. At the expiration of the time allowed for filing such grounds of objection by the appellant, the record shall be deemed complete, and the case ready to be called up for decision on any day which the Sudder Court shall notify for that purpose.

Clause 4th.—If the appeal of either party be dismissed or withdrawn, the appeal of the other may be heard alone; otherwise the two appeals, and the proceedings thereon, shall form one record, unless the Sudder Court shall otherwise order.

VIII. The respondent shall not be allowed to present a separate petition of appeal in the Sudder Court, if he shall previously have presented a petition of appeal to the lower Court.

IX. *Clause 1st.*—All grounds of objection which shall be filed by either the appellant or the respondent, shall be stated distinctly and concisely, without any argument or narrative of facts; and shall be numbered consecutively, and, except in the cases hereinafter mentioned, shall be on paper bearing the stamp duty prescribed by Section XIX. Regulation XIII. of 1816.

Clause 2nd.—The Sudder Court may extend the time for filing grounds of objection, either by an appellant or respondent, upon special application for that purpose, and upon sufficient reasons being shown, to the satisfaction of the said Court, for such extension of time. In such case, the objections may be filed within such extended time.

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

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

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

for hearing and decision on any day the Court shall notify, and without regard to the place in which the case stands in the general list of appeals, any grounds of objection filed by the respondent, or the appellant, to the appeal of the opposite party; and the Sudder Court may hear and decide upon such grounds of objection, before calling the case up for decision upon the grounds of objection to the decision of the lower Court.

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

Appel involving objections of law only may be called-on for decision at any fixed time.

appellant and respondent shall be upon point of law only, and shall not raise any question of fact, the Sudder Court may order the case to be called up for hearing and decision, on any day which the said Court shall notify, without regard to the place in which it stands in the general list of appeals pending in the said Court.

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

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

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

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

Appeal in *formá pauperis*.

being admitted to appeal in *formá pauperis*, to the Sudder Court, the following procedure shall be adopted:—

Clause 1st.—The appellant shall present his petition

Petition when to be presented.

to the lower Court according to the rules prescribed by Section I. of this Act, provided that a petition to appeal in *formá pauperis* against any decision passed before this Act shall come into operation may be presented within three months from the day of the decision.

Proviso.

Clause 2nd.—Petitions of appeal by parties desirous

Form of petition.

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

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

Notice thereof and proclamation.

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

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

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

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

Clause 5th.—If the Sudder Court allow the petitioner

Notice to respondent to file objections to pauper appeals.

to appeal in *formá pauperis*, notice shall be given to the respondent to file his grounds of objection in the manner provided by Section VI. of this Act, and the same procedure shall be adopted subsequently thereto, as in other cases of regular appeal under this Act. The rules and conditions now applicable to persons admitted by the Sudder Court to appeal in

Rules of Sudder as to pauper appeals to continue in force.

formá pauperis shall continue in force, except where the same are inconsistent with any of the provisions of this Act.

Clause 6th.—If the Sudder Court refuse to allow the

What order may be made upon refusal to allow appeal in *formá pauperis*.

petitioner to appeal in *formá pauperis*, the said Court may make an order to the effect that the appellant, upon filing a petition of appeal in that Court upon paper bearing the stamp duty prescribed by Section XIII. and Clause 2 Section XXIII. Regulation XIII. of 1816, may proceed with the appeal according to the rules prescribed by this Act in the case of persons not appealing as paupers.

Clause 7th.—Upon such order being made, the ap-

Appellant how to proceed upon such order.

pellant shall file his petition, and re-file his objections upon paper stamped with the stamp duty required by Clause 5th of this Section, within two weeks from the date of such order, or within such further time as the said Court may allow for that purpose; otherwise the appeal shall stand dismissed.

Clause 8th.—Upon the re-filing of the grounds of objection according to the provisions of the last preceding

Notice of order to be given to respondent. Subsequent procedure thereon.

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

Clause 9th.—If an appellant shall petition to appeal

In pauper appeals appellant's objections may be on unstamped paper.

in *formá pauperis*, his grounds of objection may be written on plain paper.

XIII. If an appellant shall be admitted to appeal, or

All subsequent objections may be on unstamped paper.

a respondent to defend in *formá pauperis*, all grounds of objection subsequently filed by either party may be written on plain paper.

XIV. No decision shall be reversed or altered, nor

No decision to be reversed by reason of error not productive of injury, &c.

shall any case be remanded upon appeal to the Sudder Court, on account of any error, defect, or irregularity not productive of injury to either party, nor opposed to any express enactment contained in the general Regulations or Acts of Government.

XV. The provisions of this Act shall not apply to

Act not to be retrospective.

regular appeals preferred from decrees passed before the passing of this Act, which appeals shall be subject to all the forms and rules in force previous to the passing of this Act.

W. MORGAN,
Clerk of the Council.

Legislative Council.

12th August 1854.

The following Bill was read a second time in the Legislative Council on the 12th of August 1854:—

A Bill to amend the Law of Evidence in the Civil Courts of the East India Company in the Madras Presidency.

Whereas the law of evidence administered by the Civil Courts of the Presidency of Fort St. George in Madras, and the rules for the attendance and examination of witnesses, and the production of documents in Courts, require amendment; It is enacted as follows:—

I. Section VII. Regulation III. of 1802, Section XX. Regulation IV. of 1802, Clauses 1st and 2nd Section XXIX. Regulation VI. of 1816, and Section XIV. Regulation VIII. of 1816 of the Madras Code, so far as they are inconsistent with the provisions of this Act, and Section XXII. Regulation VII. of 1809, are hereby repealed.

II. In any regular or summary suit, appeal, or proceeding in any of the Civil Courts of the East India Company, and also in any summary suit or other proceeding of a civil nature before any Court, Officer, or other person having by law or by consent of parties authority to examine witnesses, any party to such suit, appeal, or proceeding shall be competent and entitled to give evidence as a witness either on his own behalf or on behalf of any other party to the suit, appeal, or proceeding, in the same manner as if he were not a party to the same.

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

III. No person shall, by reason of any interest in the result of any suit, or of any interest connected therewith, or by reason of relationship to any of the parties thereto, be incompetent to give evidence in any such suit.

IV. A husband or wife shall be competent to give evidence for or against the other, provided that the examination shall take place in open Court, in such manner as the Court may direct, having regard to the usages and customs of the country, or that it be taken and read, and subject to the Rules prescribed in Section XXXII. or XXXVIII. of this Act; provided also that any communication made by husband or wife to the other during their marriage shall be deemed a privileged communication, and shall not be disclosed without the consent of the person making the same, unless such communication shall relate to a matter in dispute in a suit pending between such husband and wife.

V. Any party to a suit may be compelled to give evidence as a witness therein, and also to produce any document in his possession or power, in the same manner, by the same process, and subject to the same Rules, as if he were not a party to the suit, except so far as is otherwise provided by this Act. Provided that no Court need to compel the attendance of any party to such suit, for the purpose of giving evidence therein, if such party shall satisfy the Court that he has no personal knowledge of any material subject of inquiry in the suit, and that he cannot give any material evidence therein. Nothing in this Clause shall exempt any party to a suit from being summoned to produce a document.

VI. After the parties in a suit, in which according to the practice of the Court a day is fixed for the hearing, shall have filed their exhibits and lists of witnesses, the Court shall, by an order in writing, appoint a day, not less than fifteen days after the date thereof, for the examination of witnesses and the hearing of the suit.

VII. The list of witnesses required to be furnished in any suit shall include the name of all the witnesses, whether the parties to the suit or not, whom the party filing the list may intend to call as witnesses, or whom he may require to be summoned to give evidence or produce any document, also a list of the documents which he may require to be produced.

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

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

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

Clause 2.—If the party making such declaration shall wilfully and corruptly make any false statement therein, he shall be liable to the punishment provided for the offence of making a false allegation in a petition to a Judicial Court, by Section II. Regulation I. of 1832.

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

XII. The Court, on the requisition of any party to a suit, or his pleader, may cause a summons to be issued to every person who shall be required to produce previously to the issuing of any summons for the attendance of any person to give evidence or produce a document, the party requiring the same shall pay into Court such sum as shall appear to the Court to be reasonable to defray the travelling and other expenses of such person in passing to and from the Court in which he may be required to attend and give evidence, and for one day's attendance thereat. In fixing the sum to be paid into Court, regard shall be had to the rules, if any, established by the Court or Board, if any, to which such Court shall be subordinate. The sum so paid into Court shall be tendered to the witness at the time of serving the summons, if it can be served personally. In addition to the sum

Party to suit compellable to give evidence and produce documents.

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Court to appoint a day for the hearing.

Court may direct a further payment.

so paid into Court, the Court, before whom any person may attend in pursuance of a summons or proclamation to give evidence or produce any document, may order such further sum to be paid to the person so attending by the person causing the summons or proclamation to be issued as may appear to be necessary to defray his travelling and other expenses, and also the expenses of his detention under the summons or proclamation, and in case of default in payment may order such sum to be levied by attachment and sale of the goods of the person ordered to pay the same, and the witness shall not be bound to give evidence or produce any document until such sum shall be paid.

XIII. Every summons for the attendance of a witness to give evidence or to produce a document shall require the intended witness to attend at a time and place to be named in the summons, and shall also state whether the attendance of the witness is required for the purpose of giving evidence or producing a document, or for both purposes. If a witness, whether a party to the suit or not, is required to attend, and to produce before the Court any document alleged by the party summoning him to be in his possession or power, a direction to attend the Court with such document shall be inserted in the summons, and the document which the witness may be so called upon to produce shall be described in the summons with convenient certainty.

XIV. Every such summons shall, if possible, be served personally upon the person thereby required to attend, by showing the original to such person, and at the same time delivering or tendering to him a copy thereof.

XV. Such service must be made a sufficient time before the time specified therein for his attendance, to allow the witness a reasonable time for preparation, and for travelling to the place at which his attendance is required.

XVI. Any person, whether a party to the suit or not, may be summoned to produce a document may depose another to do so. being summoned to give evidence, and any person summoned merely to produce a document shall be deemed to have complied with the summons if he cause such document to be produced, instead of attending personally to produce the same.

XVII. Any person who shall be summoned to appear and give evidence shall be bound to attend at the time and place named for that purpose.

XVIII. Any person attending to produce a document may be called upon to produce the same without being sworn or examined as a witness.

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

XX. A witness, whether a party or not, shall not be bound to produce any document relating to affairs of State, the production of which would be contrary to good policy, nor any document held by him for any other person who would not be bound to produce it if in his own possession.

XXI. A witness, being a party to the suit, shall not be bound to produce any document in his possession or power which is not relevant or material to the case of the party requiring its production, nor any writing or correspondence which may have passed between him and any legal professional adviser. If any party, however, offer himself as a witness, he shall be bound to produce any such writing or correspondence in his custody, possession, or power, if relevant or material to the case of the party requiring its production.

XXII. Every witness summoned to produce a document shall, if the same be in his custody, possession, or power, be bound to produce it, or cause it to be produced to the Court, although there be a valid objection to the right of the party calling for it to compel its production, or to the reading or putting it in as evidence, or to the disclosure of the contents thereof; the validity of any such objection made by the person producing the document shall be determined by the Court, and for the better determination thereof, it shall be lawful for the Court to receive any admissible evidence which the person producing the document may give respecting it; and it shall also be lawful for the Court to inspect the document, and if necessary to call to its assistance any person whom it may appoint to interpret the same. Such person, however, shall be previously sworn truly to interpret the same to the Court alone, and not to disclose the contents thereof except to the Court, unless the Court shall order the document to be given in evidence. If the Court shall be of opinion that such document shall not be produced, the Court shall not disclose the contents thereof to the parties, or take any note, or make any mention of the contents or effect thereof in its judgment or proceedings, but shall return the document at once to the party producing the same, having previously marked the same for the purpose of identification, and shall record in its proceedings that a document, identifying it by the mark put upon it, was called for by the person, naming him who shall call for its production, that the person having the possession of the document, naming him, objected to its production, and the reasons, if any, for such objection, together with the reasons of the Court for refusing to compel its production. If the Court shall refuse to enforce the production of a document, or to receive the same in evidence, the Court of appeal may, upon a regular appeal, compel the production of such document; and if such Court shall think that the production of the same ought to have been enforced, or that it ought to have been received in evidence, may themselves enforce its production, and receive it in evidence, and decide the case upon such document, coupled with the other evidence given in the suit.

XXIII. A barrister, attorney, or vakeel shall not, without the consent of his client, disclose any communication made by the client to him in the course of his professional employment, nor any advice given by him professionally to his client, nor the contents of any document of his client, the knowledge of which he shall have acquired in the course of his professional employment. The privilege, however, is that of the client; and if any party to a suit shall give evidence therein at his own instance, he shall be deemed thereby to have waived his privilege, and to have consented to the disclosure by such barrister, attorney, or vakeel of any such matter as aforesaid which may be relevant, and which the barrister, attorney, or vakeel would have been bound to disclose but for the privilege of his client, and the barrister, attorney, or vakeel shall be bound upon examination to disclose any such matter.

XXIV. On appeal production may be enforced. If the Court shall be of opinion that such document shall not be produced, the Court shall not disclose the contents thereof to the parties, or take any note, or make any mention of the contents or effect thereof in its judgment or proceedings, but shall return the document at once to the party producing the same, having previously marked the same for the purpose of identification, and shall record in its proceedings that a document, identifying it by the mark put upon it, was called for by the person, naming him who shall call for its production, that the person having the possession of the document, naming him, objected to its production, and the reasons, if any, for such objection, together with the reasons of the Court for refusing to compel its production. If the Court shall refuse to enforce the production of a document, or to receive the same in evidence, the Court of appeal may, upon a regular appeal, compel the production of such document; and if such Court shall think that the production of the same ought to have been enforced, or that it ought to have been received in evidence, may themselves enforce its production, and receive it in evidence, and decide the case upon such document, coupled with the other evidence given in the suit.

XXV. Legal adviser not to disclose professional communication to client.

XXVI. professional employment, nor any advice given by him professionally to his client, nor the contents of any document of his client, the knowledge of which he shall have acquired in the course of his professional employment. The privilege, however, is that of the client; and if any party to a suit shall give evidence therein at his own instance, he shall be deemed thereby to have waived his privilege, and to have consented to the disclosure by such barrister, attorney, or vakeel of any such matter as aforesaid which may be relevant, and which the barrister, attorney, or vakeel would have been bound to disclose but for the privilege of his client, and the barrister, attorney, or vakeel shall be bound upon examination to disclose any such matter.

XXVII. What shall be deemed a waiver by client of this privilege.

XXVIII. waived his privilege, and to have consented to the disclosure by such barrister, attorney, or vakeel of any such matter as aforesaid which may be relevant, and which the barrister, attorney, or vakeel would have been bound to disclose but for the privilege of his client, and the barrister, attorney, or vakeel shall be bound upon examination to disclose any such matter.

XXIV. If any witness, whether a party to a suit or

Penalty for non-compliance with summons.

not, to whom any summons to give evidence or produce a document shall have been personally delivered, shall, without lawful excuse, fail to comply with such summons, as required by this Act, or attending, or being present in Court, shall without lawful excuse refuse to give evidence, or to subscribe his deposition, or to produce any document in his custody or possession, named in such summons as aforesaid, upon being required by the Court so to do, the Court shall have full power and authority to issue an order in writing to the nazir to apprehend and bring the witness before the Court, or, if he be already before the Court, to take him into custody. And such Court may impose on such witness a fine, not exceeding five hundred rupees, for his default or refusal, realizable by attachment and sale of his property, and may commit him to close custody until he shall consent to give his evidence, or to sign his deposition, or to produce the document; and any such fine as aforesaid shall be levied and recovered by attachment and sale of the property of such person. Provided

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that no fine imposed under the provisions of this Section shall exceed the amount of the property in dispute in the suit. If any such person shall abscond, or keep out of the way, so that he cannot be seized or brought before the Court, his property shall be liable to attachment and sale, in the same manner as is provided by Section XXVII. of this Act, with respect to a witness on whom the service of a summons cannot be effected. If such person shall be part to the suit, the Court, instead of proceeding in the manner above pointed out, may, if the witness be a plaintiff, appellant, or petitioner, dismiss the complaint, appeal, or petition, with costs against such party; or if such party be a defendant or respondent, may hear and decide the case against such defendant or respondent *ex parte*. If any such complaint, appeal, or petition shall be dismissed for such cause, the complainant or petitioner shall be debarred from preferring any other petition, appeal, or complaint in respect of the same matter.

XXV. Any person present in Court, whether a

Person present may be compelled by Court to give evidence, &c. without summons.

party or not, may be called upon and compelled by the Court to give evidence, and produce any document then and there in his actual possession or in his power, in the same manner and subject to the same rules as if he had been summoned to attend and give evidence, or to produce such document, and may be punished in like manner for any refusal to obey the order of the Court.

XXVI. Any person, whether a party to the suit

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

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

XXVII. If a person, whether a party to a suit or

After proclamation, the property of a witness may be attached and sold.

not, for whose attendance either to give evidence or produce a document a summons shall be issued, cannot,

after diligent search, to be certified by a return of the nazir, be found, the Court, upon proof that the evidence of such witness or the production of the document is material, and that the witness absconds or keeps out of the way to avoid being served with a summons, and that he could not, after diligent search, be found or served with the summons, may cause a proclamation, requiring the attendance of such person to give evidence or produce the document, at a time and place to be named therein, to be affixed, in the presence and with the attestation of two respectable householders, in some conspicuous place, upon or near to his house or place of abode, and if such person shall not attend at the time and place to be named in such proclamation, and it be proved to the satisfaction of the Court that the witness cannot be found, his property, real and personal, to such amount as the Court shall deem reasonable, (but subject to the same limitation as to the articles exempt from attachment as in case of attachment for arrears of rent,) shall be liable, under an order

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that when the order for attachment and sale shall have been issued by any Court subordinate to the Court of Sudder Dewanee Adawlut, a summary appeal shall lie within one month from the date of the order of the subordinate Court to the Court to which its orders are generally appealable; and that the rules for the time being in force in regard to sales made in execution of decrees, as to the mode and period of attachment, and the place or manner of sale, and as to claims of third parties to property attached and notified for sale, shall be held applicable to such sales.

XXVIII. Clause 1.—The cost of the attachment

Costs of attachment and proceedings thereon shall be borne in the first instance by the party applying for it, and the Court issuing the summons and attachment shall not proceed to sale of the property, but shall order the same to be released from attachment if the witness shall appear and satisfy the Court that he did not abscond or keep out of the way to avoid service of a summons, and that he had not notice of the proclamation in time to attend at the time and place named therein. Upon the appearance of such witness the Court shall make such order in regard to the costs of the attachment as it shall deem fit. If the witness appearing shall fail to satisfy the Court that he did not abscond or keep out of the way to avoid service of a summons, and that he had not such notice of the proclamation as aforesaid, it shall be in the discretion of the Court to order the property attached or any part thereof to be forfeited and sold for the purpose of satisfying all costs incurred in consequence of such defaulter absconding or keeping out of the way, and such fine, not exceeding the amount in dispute in the suit, as the Court may deem fit to impose upon the witness, having regard to all the circumstances of the case, and the condition in life of the witness; or the Court may order the property to be released from attachment, upon payment of such costs and fine as aforesaid.

Clause 2.—An order made in pursuance of this Section

shall be subject to appeal from order for attachment. Appeal in the same manner and within the same period as an appeal against an order for attachment and sale under the last preceding Section of this Act.

XXIX. All orders as to fines, or the levying there-

of, or as to imprisonment under this Act, shall be subject to a similar appeal, within one month from the date of the order.

XXX. It shall not be necessary to postpone the

hearing or decision of a case for the non-production of a document, or for the evidence of a witness who may neglect

or refuse to attend, or who shall abscond or keep out of the way, or who cannot be served with a summons, beyond such period as shall appear proper to the

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

XXXI. On the day appointed for the hearing, the evidence of the attending witnesses shall be taken orally in open Court, in the presence and hearing, and under the personal direction and superintendence of the Judge. The evidence of each witness given upon such examination shall be taken down in writing, by or in the presence and under the superintendence of the Judge, not ordinarily by question and answer, but in the form of a narrative, and when completed shall be read over to the witness, and signed by him in the presence of the Judge and of the parties to the suit or their vakeels, or such of them as may think fit to attend. In case the witness shall refuse to sign the deposition, the Judge shall sign the same, and record the reason, if any, given by the witness for such refusal, together with such remarks thereon as the Judge shall think fit to make. It shall be in the discretion of the Judge to take down, or cause to be taken down, any particular question and answer, if there shall appear any special reason for doing so, or any party or his vakeel shall require it. If any question put to a witness be objected to by either of the parties, or their vakeels, and the Court shall allow the same to be put, the question and answer shall be taken down, and the objection, and the name of the party making it, shall be noticed in taking down the depositions, together with the decision of the Court upon the objection. The Judge shall also record such remarks as he may think material respecting the demeanour of any witness whilst under examination.

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

XXXIII. On or before the day appointed for trial the Court may, for any sufficient reason, such as the unavoidable absence of any material witness, or for other good cause, on the application of either party, postpone the hearing to another day, to be named, on such terms as to the payment to the opposite party of his costs occasioned by the postponement, and otherwise, as to the Court shall seem reasonable. In such case notice in writing shall be given to each of the witnesses to attend and give evidence, or to produce a document, on the substituted day, instead of the day mentioned in their summonses,

if there be time to do so, and the Judge shall so order. The notice shall be served in the same manner as a summons. The service of such notice shall have the same effect as if the substituted day had been originally named in such summons as the day for the appearance in Court to give evidence or produce a document, and all the provisions in this Act relating to summonses to give evidence or produce documents shall extend to such notices, in the same manner as if such notices had been expressly mentioned in such provisions. If the application be too late to serve such notices, the Court may order that the examination of any witness who may be present, or shall attend in pursuance of a summons, shall be proceeded with, and that the further hearing of the case, after the examination of such witness, shall alone be postponed.

XXXIV. Unless the hearing be postponed in manner aforesaid, it shall commence on the day appointed, Trial how to proceed. or as soon afterwards as the business which may be pending before the Court, and may be entitled to priority, will allow, and the recording of evidence on the trial of any suit when begun under the rules above enacted shall, unless there be good and sufficient reason to the contrary, (which reason shall be recorded,) continue on the same day, or on consecutive business days, until the whole of the evidence of the witnesses present shall be heard. The parties, or such of them as desire it, shall then be heard, either by themselves or their pleaders, orally, on the merits of the case as regards the issues both of fact and law, and, after considering the arguments and evidence, the Judge shall record his judgment, under Act XII. of 1843.

XXXV. If the Court, after the evidence of all the witnesses shall have been heard, and before hearing the Court may, after hearing the evidence, of its own accord, call for further evidence before hearing the pleaders or recording judgment. the pleaders or recording judgment, shall think it necessary for the ends of justice to inspect any document or to examine any party to the suit, or any other person whose evidence may appear to be material, the Court, of its own accord, may cause such party or person to be summoned to attend as a witness, to give evidence, or to produce such document, if in his possession, on a day to be appointed, and may examine such party or person as a witness, in open Court, or in such other manner as the Court may direct, upon any question which the party or witness may be bound to answer and the Court may think necessary, and may also compel the production of any document mentioned in such summons, which any such person may have in his possession or power, and be bound to produce. Any witness so called shall be subject to the cross-examination of either party, or his vakeel. If such person, whether a party or not, shall be a female who, according to the custom of the country, ought not to be compelled to appear as a witness in a Court of Justice, the Court may order such person to be examined in the manner provided by Section XXXII. of this Act, upon such questions as it may direct. The Commissioner or other person authorised to take the examination in such case may put such further questions as in his judgment may be necessary, or may arise out of the answers to be given to the questions directed by the Court.

XXXVI. The Judge may cause public notice to be given in Court, either before or during the examination of any witness, requiring all or any other witnesses, whether parties or not, who have been summoned or inserted in the list of witnesses in the same cause, to leave and to remain out of Court until further order. Any witness in a cause who, without lawful excuse, shall wilfully remain in or come into Court, contrary to such notice, shall be punishable in the same manner as for a contempt of Court in open Court. Whenever such notice shall be given, the consequence of dis-

obedience thereto shall be publicly explained at the time of giving the notice.

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

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

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

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

XL. If any party to any such suit as aforesaid shall, in any pleading or statement, refer to any document in his possession or power, as a material proof or document in support of his claim or defence, he shall file such document with the pleading or statement, unless the Court shall, for good and sufficient cause, extend the time for filing the same; and any adverse party shall be entitled, by himself or his vakeel, to inspect and take a copy of the document.

XLI. In the construction of this Act, unless where it is otherwise expressly provided, or there is something

in the subject or context repugnant to such construction, or which would render such construction inapplicable to the case, the word "Court" shall mean any Civil Court of the East India Company, and shall include any Judge or other Officer or person mentioned in Section II. of this Act; the word "Judge" shall be understood to mean the chief judicial authority deciding in any such Court, and shall include any Officer or person having by law or consent of parties authority to examine witnesses and to act judicially; the word "suit" shall be deemed to mean and include any suit, appeal, or proceeding mentioned in Section II.; the word "witness" shall include all persons competent and liable to give evidence, whether parties to any suit or proceeding or not. Words importing the masculine gender or singular number shall include the feminine gender or plural number, and *vice versa*.

XLII. This Act shall come into operation on the

Act when to operate.

W. MORGAN,
Clerk of the Council.

Legislative Council.

19th August 1854.

The following Bill was read a second time in the Legislative Council on the 19th of August 1854, and referred to a Select Committee, who are to report thereon after the 23rd of November next:—

A Bill for the further Improvement of the Law as administered in Her Majesty's Supreme Courts; for the Transfer and Abridgment of the Ecclesiastical Jurisdiction thereof; and for giving additional Powers in certain cases to Justices of the Peace, with regard to Offences committed out of their Jurisdiction.

I. The business of Her Majesty's Supreme Courts, after this Act comes into operation, shall be transacted on four divisions or sides of the Court only, viz. the Plea, the Equity, the Admiralty, and the Crown side.

II. In any suit brought on the Admiralty side of any of the Supreme Courts, or in any Vice-Admiralty Court in the territories subject to the Government of the East India Company, which is likely to involve any question of nautical skill, the Court shall have power to summon, from persons possessing such skill, one or more, not exceeding three in number, to sit as Assessor or Assessors to the Court on the trial of the cause; but such Assessor or Assessors shall not be required to deliver his or their opinion or opinions publicly; and the Judge or Judges may retire and confer with him or them in private, and the decision of the case shall rest with the Court.

III. The Court shall have power to allow a remuneration to each Assessor for his attendance, at the rate of one Gold Mohur each a day, and such remuneration shall be in the first instance payable by the Promovent, as part of his costs in the cause.

IV. The Assessors must swear, or solemnly affirm, or must affirm, as the case may be, that they will give their opinion honestly and truly, according to the evidence.

V. The jurisdiction which the said Supreme Courts possessed prior to the passing of this Act on their Ecclesiastical side shall cease on that side, and be transferred entirely to the Equity side of the Court, except as to suits pending at the time when this Act comes into force, and the jurisdiction as to matters of Ecclesiastical jurisdiction shall be limited to Causes Testamentary, including Administrations and Causes Matrimonial. Provided that in any suit for restitution of conjugal rights, the Court shall be at liberty to limit its sentence to one for alimony, without making any order to compel cohabitation.

VI. The procedure to matters as which were of Ecclesiastical cognizance, and which are directed to be transferred to the Equity side, shall be that which may be in force on the Equity side, modified by the Rules and Orders of the Court, so far as it may require to be modified in order to give effect to this Act.

VII. When any Probate or Letters of Administration has or have been granted by any one of the said Supreme Courts to any other person than the Administrator General of such Presidency, respectively, and there are Assets of the Estate

Procedure in Ecclesiastical matters to be the same as on the Equity side.

Probate or Letters of Administration granted by Supreme Court in one Presidency to have effect throughout British India.

Procedure in Ecclesiastical matters to be the same as on the Equity side.

in any of the other Presidencies, it shall not be necessary to obtain any fresh grant of Probate or fresh Administration in any other of such Presidencies, but the one first granted shall operate throughout the territories of British India, and shall, as to any Assets therein, be of the same force and effect as if it had been granted by the authority of the Supreme Court of the Presidency in which such Assets may be.

VIII. *Clause 1st.*—When any Letters of Administration shall have been granted by any other of the Supreme Courts after such first grant as aforesaid, and without the assent of the Executor or Administrator to whom such first grant

has been made of Probate or Letters of Administration, as the case may be, such letters shall be liable to be revoked by the Court granting the same on the application of the Executor or Administrator under the first grant; but all acts done

under them in the due course of Administration shall be valid to all intents and purposes. The Administrator

under the second grant to be accountable after revocation to Executor or Administrator under first grant.

remain in his hands to be distributed.

Clause 2nd.—When Administration, or Administration with the Will annexed, shall have been granted ex officio to the Administrator General of one Presidency, and there are Assets belonging to the Estate in another or other Presidencies, it shall not be necessary for the Administrator General of another Presidency in which there

may be Assets to take out Letters of Administration, but each may act as to the Assets within his Presidency, in the collection and distribution of them, in like manner as if he had taken out Letters of Administration in the Presidency in which he is Administrator General, and each shall be entitled to his Commission on the Assets collected and distributed by him, as though there had been separate grants of Letters of Administration to each; and the Letters of Administration to the Administrator General, by virtue of his office, shall be expressed so as to give to each Administrator General in each Presidency the right to collect and distribute the effects in his Presidency, and each shall be answerable for his own acts and defaults only, and not for those of any other Administrator General. And when any Administrator General has taken out Letters of Administration, and he has reason to believe that there are Assets in another Presidency, he shall forthwith certify under his hand to the Administrator General of such Presidency the fact of his having taken out such Letters of Administration, and shall give such information as he possesses as to the existence of Assets in the Presidency of the Administrator General to whom such communication is addressed. And it is further enacted, that each Administrator General shall give notice, in like manner as the Administrator General taking out Letters of Administration is obliged to give notice, that he claims to administer in his Presidency by virtue of such grant of the Court which issued the Letters describing it, and thereupon any party disputing his right, and intending to claim the right to probate, or to administer in that Presidency to which such notice relates, may apply to the Supreme Court of the Presidency of the Administrator giving such notice for a grant to himself, and to revoke, so far as it relates

to the particular Presidency, the original grant, which the said Court shall have power to do as fully as if such grant had been one of that Court. It is further enacted that such certificate shall, on its production, be sufficient proof of the grant of such original Letters, which shall be judicially presumed to be in the regular form directed by this Act.

IX. When any suit is instituted in any of Her Majesty's Supreme Courts, on the Equity side thereof, such Court shall proceed with the suit if it embraces any matter of equitable jurisdiction, and in such suit determine all matters, whether of Law or Equity, that therein arise, and give all such consequential relief as may be necessary to give full effect to the rights determined, and in so doing shall have power to bring before it, by notice, provided such person be subject to its jurisdiction, any person not a party to the suit, whose rights may appear to be affected by the enforcement of such consequential relief.

X. In any Bill or Claim which is filed in any of Her Majesty's Supreme Courts after the time when this Act comes into effect, for the specific performance of any agreement, the relief

may be asked in the alternative for a specific performance or for damages; and the Court shall have power to award damages, if it think that under the circumstances it would not be equitable, or proper, or practicable, to give relief by specific performance, in like manner and to as full an extent as damages might be given in an action at Law for the same breach of agreement.

XI. When any action is instituted in any of Her Majesty's Supreme Courts, on the Plea side thereof, such Court shall proceed with the action if it embraces any matter of jurisdiction on the Plea side of the Court, and all defences on equitable grounds which might have been made the subject of an application to a Court of Equity to restrain proceedings at Law, in such a suit, under the like circumstances, shall be made matter of defence in that suit; and no Bill shall be filed to restrain or interfere with the progress of the suit on the Plea side; and in like manner the Court shall hear and determine in such action any equitable defence on the part of the Plaintiff to any set-off or counter-claim which may be pleaded by the Defendant; and it shall have power, on the application of either party, by an order in the nature of an injunction, to stay the further prosecution of the action, pending any inquiry which it may see fit to direct, and also to restrain the opposite party, either temporarily or perpetually, from doing any act with reference to the subject matter of the suit as a Court of Equity might have restrained such party upon a Bill filed, and praying an injunction against him.

XII. From the time when this Act comes into operation, Her Majesty's Supreme Courts shall have jurisdiction to try on the Plea side an action on a lost negotiable Bill of Exchange or other negotiable security, as to which, before this Act came into operation, the remedy would have been on the Equity side of the Court alone, and shall have power to

Supreme Court may, in any Equity suit, determine questions of Law arising therein.

Equitable defences allowed to actions instituted on the Plea side.

Bills to restrain progress of suits on the Plea side not allowed.

Plaintiff may set up any equitable defence to set-off or counter-claim.

Court on its Plea side may make orders in the nature of injunctions.

Supreme Courts on their Plea side, and Courts of Small Causes, to have jurisdiction to try actions on lost negotiable securities.

order indemnity to be given by the Plaintiff recovering in such action, in like manner as it would have been ordered by the Court on the Equity side thereof, and to stay execution until such security be given. And the several Courts of Small Causes at the Presidencies of Fort William, Fort St. George, and Bombay, respectively, shall have, within the limits of their respective jurisdictions, the same jurisdiction and powers as are hereby enforced in the Supreme Courts, as to such causes of action.

XIII. If in any action at Law it becomes necessary

Supreme Court may in any action on the Plea side direct an account to be taken in like manner as on the Equity side.

to be taken in like manner as upon a Bill or Claim filed on the Equity side of the Court, and may, if there

And may stay proceedings till account taken.

Certificate of Judge or Officer taking account to be sufficient proof of its result.

XIV. In any action or suit, whether original or

Whenever questions arise as to whether Executor, &c. has Assets, opposite party not bound to allege or prove existence of Assets, but may call on Executor, &c. to admit Assets, or to show that he never received any, or has accounted for them.

Assets, but may call on the Executor or Administrator, or such Representative, either to admit Assets sufficient to satisfy the demand, or to show that he either never received any Assets of his testator or intestate, or that he has duly applied and accounted for the same.

XV. All choses in action and rights, capable of

Choses in action, &c. to be assignable at Law.

shall be assignable at Law, and in every action for the recovery thereof at Law, the Assignee shall sue for the

Assignee to sue in his own name.

action the right of the Plaintiff to recover shall be subject

Plaintiff's rights to be subject to any set-off of Defendant against Plaintiff himself, or against the original or any subsequent Assignor before notice.

XVI. It shall not be necessary to make the Assignor a party to an action

Assignee need not make Assignor party to action or suit.

liable in respect of the matter assigned, and such party liable shall, in the absence of fraud on his part, be as effectually discharged from his original liability, by the proceedings in such action or suit, as he would have been had the alleged Assignor of such chose in action been a party to such proceedings.

XVII. All Assets, which are Assets in a Court of

Assets in Equity to be also Assets at Law.

shall be paid *pari passu* after the death of any Debtor dying after the passing of this Act, by his personal

All debts after the death of Debtor, whatever their

for the determination of the rights of the parties to take an account which cannot be conveniently taken in open Court, the Court shall have power to direct the account to be taken, and the certificate of the Judge or Officer taking the account shall be sufficient proof of the result of such account.

or suit, whether original or continued by revivor, or in any stage thereof, wherein a question arises whether an Executor or Administrator or other Representative has Assets to satisfy the demand, the opposite party shall not be bound to allege or to prove the existence of such

being recovered and enforced at Law, and which are now assignable in Equity only, shall be assignable at Law, and in every action for the recovery thereof at Law, the Assignee shall sue for the same in his own name, and not in the name of the Assignor, and in every such action the right of the Plaintiff to recover shall be subject to any claim or set-off which the Defendant may have either against the Plaintiff personally or had against the original or any successive Assignor before notice of such assignment.

necessary to make the Assignor a party to an action at law or suit in Equity by the Assignee of any chose in action against the party liable in respect of the matter assigned, and such party liable shall, in the absence of fraud on his part, be as effectually discharged from his original liability, by the proceedings in such action or suit, as he would have been had the alleged Assignor of such chose in action been a party to such proceedings.

Equity, shall also be Assets at Law, and all debts, whatever the nature of them, shall be paid *pari passu* after the death of any Debtor dying after the passing of this Act, by his personal Representatives, or in any suit for the administration of

nature, to be paid *pari passu*.

mortgage, pledge, or lien,

Proviso—that mortgages, pledges, &c., and payments made in ignorance of insolvency, are not to be affected by the above provision.

XVIII. A receiver shall

Receiver may bring actions with the assent of the Court by which he is appointed.

without the assent of the Court which has appointed him a receiver, and shall be under its control, so far as the same may be exercised without clashing with the authority of any other Court.

XIX. All persons appointed by Letters *ad colligendum bona* shall take the

Persons appointed by letters *ad colligendum bona* may take legal Estate for the purpose of protecting it, and may bring action in same manner as Administrators.

But may not alienate Estate without leave of Court.

XX. When the Plaintiff or Defendant respectively

Where Plaintiff or Defendant require discovery in aid of any action or defence thereto, Court may, if satisfied with the affidavit of such party, direct the opposite party to answer interrogatories.

requires discovery, and as to what it is required; and the Court thereon, if it sees that such discovery ought to be given, shall direct that the party to the suit from whom the discovery is sought may answer to interrogatories to be exhibited to him for such purpose.

Proviso that the party seeking discovery must pay the costs of obtaining it.

the party giving it, whatever be the event of the suit, in like manner as if a Bill of pure discovery had been filed on the Equity side of the Court, and answered.

Further proviso as to power of Court to compel a full answer, and to provide for costs thereof.

have exercised had such interrogatories been filed in a suit for discovery in the Equity side of the Court, and shall have the same power as to the costs of procuring such full answer as it would possess in the Equity side of the Court if the answer to a Bill of Discovery were insufficient.

XXI. And whereas it is desirable to avoid the inconvenience of making public bodies parties to suits in which they have no interest, and where the contest is as to the right to property of which they are only the depositaries or managers for others, it is further enacted,

Supreme Court may in a summary way, without Bill filed, restrain East India Company from paying interest on, or renewing or parting with, Government Paper deposited in Treasury.

from paying the interest due or to become due on any of the Promissory Notes of the said Company, commonly called Government Paper, or from renewing or permitting the renewal of any such Government Paper, or from parting with any Government Paper which may have been paid into or deposited in the Public

the Estate of the said person. Provided that this provision shall not impair or affect any legal or equitable, whether given by the Law or the act of the party, or any payment *bona fide* made by any such Representative in ignorance of the insolvency of the Estate.

have authority to bring any action in respect of the property of which he is appointed receiver, in his own name as receiver, but such action shall not be brought

the Court which has appointed him a receiver, and shall be under its control, so far as the same may be exercised without clashing with the authority of any other Court.

require discovery in aid of an action at Law, or defence thereto, in any of Her Majesty's said Supreme Courts, it shall be lawful for such party by affidavit to state the reason why he requires discovery, and as to what it is required; and the Court thereon, if it sees that such discovery ought to be given, shall direct that the party to the suit from whom the discovery is sought may answer to interrogatories to be exhibited to him for such purpose.

Provided that the party asking for such discovery shall be liable to pay the cost of obtaining it, to the party giving it, whatever be the event of the suit, in like manner as if a Bill of pure discovery had been filed on the Equity side of the Court, and answered.

Provided always, that the Court shall have and exercise the same power to compel a full answer to such interrogatories as it might have exercised had such interrogatories been filed in a suit for discovery in the Equity side of the Court, and shall have the same power as to the costs of procuring such full answer as it would possess in the Equity side of the Court if the answer to a Bill of Discovery were insufficient.

that it shall be lawful for any of Her Majesty's Courts; upon the application of any party interested, by motion or petition in a summary way, without Bill filed, to restrain the East India Company

from paying the interest due or to become due on any of the Promissory Notes of the said Company, commonly called Government Paper, or from renewing or permitting the renewal of any such Government Paper, or from parting with any Government Paper which may have been paid into or deposited in the Public

Treasury; and also to restrain any other public Company, whether incorporated or not, from permitting the transfer of any Stock or Shares in such Company, which may be standing in the name or names of any persons, or body public

And any public Company from transferring or paying dividends on any Stock or Share.

or corporate, in the books of such Company, or from paying any dividend or dividends due or to become due thereon.

XXII. Every order to be made upon such motion or petition as in the preceding Section mentioned shall describe the Promissory Notes, or specify the amount of the Stock, or the particular Shares to be affected

thereby, and the name of persons, body politic or corporate, in which the same shall be standing; and upon the application of any party interested may be discharged, varied, or continued, as the justice of the case may require, by the Court granting the same, and the Court shall have power to award such costs upon any such application as it shall see fit.

Such orders may be varied or discharged, &c.

XXIII. In no case, except by special order of Court, shall any Company, or any Servant or Officer of any Company, against which proceedings may be taken under the provisions of the last Sections of this Act, be made a party, either to the application for obtaining the order to restrain, or to any application to discharge, vary, or continue such order, or to any suit or proceeding which may be instituted, either before or after the issuing of such order, for the purpose of determining the title or right to the Government Paper or other Stock or Shares which may be the subject of such order; and in every such suit or proceeding it shall be lawful for the Court wherein the same is pending to order the East India Company, or any of the Officers thereof, or any other public Company, or any of the Servants or Officers thereof, to deal with the Government Paper, Stock, or Shares which are the subject of the said suit or proceeding, or the interest or dividends of such Government Paper, Stock, or Shares, as the said Court may deem just, although the Company or person upon whom such order is made is not a party to the suit or proceeding wherein the same is made.

No Company or Officer of a Company to be made a party to such proceedings, except by special order of Court.

But Court may order East India or other Company how to deal with the Government Paper, Stock, Shares, &c., although Company not party to suit or proceeding.

XXIV. No action or suit shall lie against the East India Company or any public Company, or any of the Officers or Servants thereof, respectively, for anything *bona fide* done or omitted thereof, to deal with the Government Paper, Stock, or Shares which are the subject of the said suit or proceeding, or the interest or dividends of such Government Paper, Stock, or Shares, as the said Court may deem just, although the Company or person upon whom such order is made is not a party to the suit or proceeding wherein the same is made.

XXV. And whereas by Act No. XVII. of 1852 it has been made lawful for persons interested, or claiming to be interested, in any question cognizable in Her Majesty's Courts within the factories of the East India Company, on the Equity, Plea, Ecclesiastical, or Admiralty sides thereof respectively, to concur in stating such question in the form of a special case for the opinion of such Courts, in which special case such

facts and documents as may be necessary to enable the Court to decide the question raised thereby are to be admitted and stated; and whereas it is expedient to extend the provisions of the said Act, and to enable such persons, in the form of a special case, to take the opinion of the Court upon the questions of fact as well as upon the questions of law in dispute between them; it is enacted that, from the time when this Act comes into operation, it shall be lawful for any persons desirous of stating a question in the form of a special case for the opinion of the said Courts, but unable to concur upon all the facts necessary to enable the Court to determine such question, to state both the facts and documents which are admitted between them, and the questions of fact which are *bona fide* in dispute between them, and to pray for the decision of the Court upon such disputed questions of fact, and subject thereto, for its opinion upon any question of Law or Equity arising either upon the facts as admitted, or the facts as found, or upon both together; and the Committee of the

Committees of lunatics, guardians, &c. may concur in such statements.

Estate of any lunatic, and a husband in right of his wife, and a married woman jointly with her husband, and the guardian of an infant, and a guardian specially appointed by the Court for the purpose of concurring in a case, and the Court in the appointment of such special guardian, shall respectively have and may exercise such and the same power of concurrence in a case involving disputed issues of the fact, as heretofore they had and might have exercised with respect to a special case stated under the said recited Act.

XXVI. Upon any special case involving disputed

In special case involving disputed facts, Court how to proceed.

questions of fact the Court shall have power, in its discretion, either to determine the case subject to its finding upon certain issues of fact, or to proceed to the trial of such issues, and to reserve its decision upon the other questions in the case, until such facts shall have been found; and upon the trial of any issues of fact requiring the examination of witnesses, it shall proceed in the same manner, and shall have the same power of examining and dealing with such witnesses as it would have had upon the trial of an issue directed under Act XXI. of 1848.

XXVII. Except so far as they are modified by this

Provisions of Act XVII. of 1852 to apply to special cases involving disputed facts, except where they are modified by this Act.

Act, all the provisions of the said recited Act XVII. of 1852 relating to the statement and determination of special cases stated under that Act, and to the effect of such determination, and to the right of having a special case re-heard, or of appealing from the decision thereon, shall extend to and apply to special cases involving disputed questions of fact.

XXVIII. From the time when this Act comes into operation, it shall be lawful

Parties may by consent have questions in dispute between them tried without formal pleadings.

for any parties who are desirous to try, without formal pleadings, any question within the jurisdiction of Her Majesty's Courts, which is *bona fide* in dispute between them, to present to any of the said Courts a petition verified by affidavit, and stating that the question or questions to be tried are *bona fide* in dispute between them, and the nature thereof, and that all the litigant parties consent to have such question or questions tried without formal pleadings, and are subject to or submit themselves to the jurisdiction of the Court; and thereupon it shall be lawful for the Court to order that such question or questions shall be tried without pleadings, and to proceed to try the same as if the several issues of fact or law had been regularly raised upon formal

No such Company to be liable for anything *bona fide* done, &c. in pursuance of any such order.

to be done by them, or any of them, in pursuance of any order made under the provisions of the foregoing

Remedy of party aggrieved by any such order.

Sections; but any person aggrieved by such order must assert his rights against the party at whose instance the same shall have been obtained.

XXV. And whereas by Act No. XVII. of 1852 it has been made lawful for persons interested, or claiming to be interested, in any question cognizable in Her Majesty's Courts within the factories of the East India Company, on the Equity, Plea, Ecclesiastical, or Admiralty sides thereof respectively, to concur in stating such question in the form of a special case for the opinion of such Courts, in which special case such

Where parties desirous of stating a special case cannot agree on all the facts, they may state those admitted and also those in dispute.

pleadings, and to give judgment or make a decree in a summary way accordingly; and the judgment so given, or the decree so made, shall be entered, and execution shall issue thereon, and the parties shall be bound thereby, in such and the same manner and to the same extent as upon a judgment recovered, or a decree made in a regular suit.

XXIX. When any trial for any crime in any of the Supreme Courts, by reason of its length, requires to be adjourned until another day, the Court shall, on its adjournment, permit the Jurors to go at large until the time of the adjournment, unless under the particular circumstances of any case such course seem inexpedient.

XXX. When the Jury retire to consider their verdict, the Court may, if it see fit to do so, order them to be supplied with suitable accommodation, lights, and food, &c.

XXXI. In any criminal trial by Jury in any of Her Majesty's Supreme Courts, if the Jury, after they have retired to consider their verdict, cannot agree thereon, then, after they have remained six hours in deliberation on the case, they may return into Court, and declare their inability to agree, and if the Court shall not send them back to consider the case further, and if the majority, not being less than 3-4ths in number of the whole twelve, are agreed, the Foreman shall declare, without naming or otherwise distinguishing the individuals composing the majority or minority, that 9, 10, or 11, as the case may be, have agreed on their verdict, but that the Jurors are not unanimous; and thereupon the verdict shall be recorded as the verdict of the major part of the Jury, stating therein how many Jurors agree in that verdict, and the verdict so delivered shall, to all intents and purposes, be as valid in Law as if it had been the verdict of an unanimous Jury, and the judgment shall be entered upon it as on a verdict of the majority given according to Law; and it shall not be necessary to record in the judgment the opinion of the minority.

XXXII. If, after a Jury in any such criminal trial in any of the said Supreme Courts shall have been in deliberation on their verdict for a time which, with reference to the amount of evidence in the case, shall appear to the Court ample for a full and deliberate consideration of the evidence, not being less in any case than six hours, they shall return into Court and state that 3-4ths in number are not agreed, and express their inability to agree, the Court may discharge them from giving a verdict; and in that case the Defendant shall be liable to be tried again for the same offence, but only once again, and shall not be put on his trial a second time, whatever be the result of the second trial, nor shall the same proceed to an end without interruption by sickness or death, or other sudden accident, after the commencement of such second trial.

XXXIII. If the Court, where the Jury is so discharged as aforesaid, shall be of opinion, either from the slightness of the proof and the apparent difficulty of procuring better proof on another trial, or from the

slightness of the offence in itself, or under the circumstances of its commission, that a second prosecution would not advance the interests of Justice, it shall have power to direct by its order, to be endorsed on the Record, that no other prosecution for that offence shall take place; and that order may be pleaded in bar of any other prosecution for that offence.

XXXIV. If any other prosecution should be instituted in the same Court for that offence, the Court may order the Clerk of the Crown to prepare such plea for the Defendant, if he have not counsel, and desire it, and may allow him to withdraw his plea of Not Guilty at any stage of the cause before verdict, and put, in the above plea.

XXXV. Where any offence which may be tried in any of the Supreme Courts has been committed on the High Seas, or other place beyond the jurisdiction of any Justice of the Peace, it shall be lawful for any Justice of the Peace, within the limits of whose jurisdiction the offender may afterward be, on complaint or information of such offence, to issue his warrant for the apprehension of such offender, and he shall have power and authority by such warrant to order the party to be brought before himself, or some other Justice of the Peace in the same Commission, or before a Justice of the Peace in and for the place where the offence was committed, for examination, with a view to the commitment of such person for trial before such Supreme Court; and the Justice or the Peace before whom such party shall be brought shall proceed in the same mode in such examination, and in taking and forwarding the depositions, and shall have the same powers in all respects for the summoning and enforcing the attendance of witnesses, and otherwise, as if the offence had been committed within the limits of his jurisdiction as such Justice, and the depositions taken in such mode and returned shall be subject to all Laws that apply to depositions taken before Justices of the Peace for crimes committed on land, and which they must, conformably to Law, send up on commitment to the Supreme Court.

XXXVI. Whenever a private person, or a public Officer, may arrest or detain on suspicion or charge, for a reasonable time, with a view to inquiry, or to bring the arrested person before a Peace Officer or Justice of the Peace, on such matter of suspicion or charge, supposing the offence to be committed on land, such arrest and detention shall be justifiable also by such persons respectively for crimes of the same class committed at sea, but subject to the same limits as to the right of arrest and conduct in assertion of such right as apply to crimes of the same class committed on land.

W. MORGAN,
Clerk of the Council.

Legislative Council.

19th August 1854.

The following Bill was read a second time in the Legislative Council on the 19th of August 1854, and referred to a Select Committee, who are to report thereon after the 23rd of November next:—

A Bill to extend the Operation of, and regulate the mode of executing Writs of Execution in Her Majesty's Supreme Courts of Judicature.

Whereas it is desirable to extend the operation of, and regulate the conduct of Writs of Execution out of Her Majesty's Supreme Courts, in certain cases; It is enacted that—

Preamble.

I. Under any writ of *feri facias* issued in any of

Sheriff empowered under any writ of *feri facias*, issued on any side of Supreme Court, to seize immovable property.

effects such writ issues, whether his estate or interest therein be legal or equitable, as also money, bank notes, cheques, bills of exchange, promissory notes, hoondces, Government paper, bonds, or other securities for money, and also debts belonging to the said person, and the Sheriff or other Officer having the execution of the writ shall be at liberty to pay or deliver over to the party suing out such execution any money or bank notes or a sufficient part thereof, and shall, with the order of the Court, endorse over or transfer, and without such order shall hold any such cheques, bills of exchange, promissory notes, bonds, specialties, or other securities for money, as a security or securities for the amount by such writ of *feri facias* directed to be levied, or so much thereof as shall not have been otherwise levied and raised; and may, where he retains the same, sue in his own name as such Sheriff of the sum of sums secured thereby, or for any debt seized as aforesaid, when the time of payment thereof shall have arrived; and the payment to such Sheriff or other Officer, or to the party entitled under such endorsement or transfer, by the party liable, with or without suit, or the recovery and levying execution against the party so liable, shall discharge him to the extent of such payment, or of such recovery, and levy in execution, as the case may be, from his liability on any such cheque, bill of exchange, promissory note, hoondce, bond, specialty, security, and debt; and such Sheriff or other Officer may and shall pay over to the party suing out such writ the money so to be recovered, or such part thereof as may be sufficient to discharge the amount by such writ directed to be levied; and if, after satisfaction of the amount so to be levied, together with Sheriff's poundage, and all lawful charges and expenses, any surplus shall remain in the hands of such Sheriff or other Officer, the same shall be paid to the party against whom such writ shall be so issued, unless the same is duly attached in the hands of such Sheriff or other Officer. Provided that no Sheriff or other Officer shall be bound to sue any party liable upon any such cheque, bill of exchange, promissory note, hoondce, Company's paper, bond, specialty, security, or debt, unless the party suing out such execution shall give security to the Sheriff for indemnifying him from all costs and expenses to be incurred in the prosecution of such action, or to which he may become liable in consequence thereof; the nature and amount of such security to be determined, in case they cannot agree, by the proper Officer of the Court in which such action shall be brought, or, if the Court shall so order, by some other person to be appointed by the Court for such purpose; and the expense of the proceedings to obtain such security shall be deducted out of any money to be recovered in such action, and the net proceeds only in this and other cases provided for by this Act shall be considered as received in satisfaction of the debt due to the executive creditor.

And money, bank notes, debts, &c.

And to pay money or bank notes to executive creditor.

which shall so be seized,

And with the order of the Court to endorse over, and without such order to hold cheques, bills of exchange, &c.

specialties, or other securities for money, as a security or securities for the amount by such writ of *feri facias* directed to be levied, or so much thereof as shall not have been otherwise levied and raised; and may, where he retains the same, sue in his own name as such Sheriff of the sum of sums secured thereby, or for any debt seized as aforesaid, when the time of payment thereof shall have arrived; and the payment to such Sheriff or other Officer, or to the party entitled under such endorsement or transfer, by the party liable, with or without suit, or the recovery and levying execution against the party so liable, shall discharge him to the extent of such payment, or of such recovery, and levy in execution, as the case may be, from his liability on any such cheque, bill of exchange, promissory note, hoondce, bond, specialty, security, and debt; and such Sheriff or other Officer may and shall pay over to the party suing out such writ the money so to be recovered, or such part thereof as may be sufficient to discharge the amount by such writ directed to be levied; and if, after satisfaction of the amount so to be levied, together with Sheriff's poundage, and all lawful charges and expenses, any surplus shall remain in the hands of such Sheriff or other Officer, the same shall be paid to the party against whom such writ shall be so issued, unless the same is duly attached in the hands of such Sheriff or other Officer. Provided that no Sheriff or other Officer shall be bound to sue any party liable upon any such cheque, bill of exchange, promissory note, hoondce, Company's paper, bond, specialty, security, or debt, unless the party suing out such execution shall give security to the Sheriff for indemnifying him from all costs and expenses to be incurred in the prosecution of such action, or to which he may become liable in consequence thereof; the nature and amount of such security to be determined, in case they cannot agree, by the proper Officer of the Court in which such action shall be brought, or, if the Court shall so order, by some other person to be appointed by the Court for such purpose; and the expense of the proceedings to obtain such security shall be deducted out of any money to be recovered in such action, and the net proceeds only in this and other cases provided for by this Act shall be considered as received in satisfaction of the debt due to the executive creditor.

Or for debts.

Proviso as to indemnity for Sheriff.

ble upon any such cheque, bill of exchange, promissory note, hoondce, Company's paper, bond, specialty, security, or debt, unless the party suing out such execution shall give security to the Sheriff for indemnifying him from all costs and expenses to be incurred in the prosecution of such action, or to which he may become liable in consequence thereof; the nature and amount of such security to be determined, in case they cannot agree, by the proper Officer of the Court in which such action shall be brought, or, if the Court shall so order, by some other person to be appointed by the Court for such purpose; and the expense of the proceedings to obtain such security shall be deducted out of any money to be recovered in such action, and the net proceeds only in this and other cases provided for by this Act shall be considered as received in satisfaction of the debt due to the executive creditor.

II. If the Sheriff or other Officer, under any writ of *feri facias*, shall seize any Government paper standing

ceive interest on Government paper seized by him.

property such writ shall be issued, he shall have power to receive the interest due on such Government paper, whether specially endorsed or otherwise, and to sign a receipt for the same; and also to sell and dispose of such Government paper through a broker at the market rate of the day; and if the endorsement of such party shall be required to transfer such Government paper, the Sheriff or other public Officer shall endorse the same thus—"A. B. by C. D., Sheriff"; and such endorsement shall be as effectual to pass the said Government paper, and to give a good title to the holder thereof, as if the same had been endorsed by the party himself, or his duly constituted Attorney.

And to sell, and, where endorsement necessary, to endorse such paper.

party shall be required to transfer such Government paper, the Sheriff or other public Officer shall endorse the same thus—"A. B. by C. D., Sheriff"; and such endorsement shall be as effectual to pass the said Government paper, and to give a good title to the holder thereof, as if the same had been endorsed by the party himself, or his duly constituted Attorney.

III. No debt shall be sold by the Sheriff under the

No debt to be sold by Sheriff.

process of the said Court, any Charter of any of the said Supreme Courts to the contrary notwithstanding, but the same shall be realized in the mode hereinbefore directed. Provided that nothing in this Act contained shall prevent the making of any interlocutory applications or order for the payment of any admitted debt that has been seized under a writ of execution, into the hands of the Sheriff.

IV. When any property that the Sheriff or other

When seizure of immovable property or of chose in action or debts is to be by notice, and not by actual seizure.

Officer is by the first Section of this Act directed to seize shall consist of lands, houses, or other immovable property in the possession of tenants to the party, the seizure must be effected by notice in writing to such tenants, and not by actual seizure of the premises, and where the property belongs to the defendant by an equitable and not a legal title, and the trust is of that character that he is not entitled to possession of the lands, houses, or other immovable property, or to the receipt of the rents and profits thereof himself, or his title is in remainder or reversion, then actual possession must not be taken of the property, but seizure must be made by notice to the tenants, if any, or to the party in possession as before, and also to the trustees or some or one of them, if they are known, or otherwise in such mode as the Court may direct; and all choses in action and debts which are not secured or evidenced by any of the securities before named, must be seized by means of notice only to the debtor or person liable to satisfy the said debt or claim. And after such seizure as aforesaid, no payment which is made to any person other than the Sheriff or other Officer, or to such person as he may appoint to receive it or the Court may order, shall be any discharge, unless it be made in payment of any prior debt, charge, lien, or expense, or cost which would be good against the party against whom such execution issued, but the payment to the Sheriff or such Officer shall operate as a full discharge of the party liable, and all claims to the money must be asserted against the Sheriff or such Officer in such case; and all rival claims thereto shall be adjusted, settled, and discharged by interpleader between the parties.

After such seizure no payment except under certain circumstance to any one but the Sheriff to be a discharge.

Payment to Sheriff to be full discharge.

V. As to priority of writs of execution, directed to levy money, it is en- d that the writ which is first delivered to the Sheriff shall be first executed, and that shall have priority over other writs; and that no writ of execution against property shall be delivered to the Sheriff or received by him to lie in the office without the order of the Court. And

No writ of execution to be delivered to Sheriff, to lie in the office without the order of Court.

as to subsequent writs of the like kind, the money raised, whether it be of a surplus under a former writ or of the property first seized, but not sold, shall be distributed ratably amongst all the creditors having writs in the hands of the Sheriff, at any time prior to the receipt of the money by the Sheriff, according to the amount of their debts, without regard to priority. In case any dispute shall arise as to the proceeds of such execution, the Sheriff may pay the fund into Court, deducting for his cost and expenses and poundage, and other claims, if any; and the claims of the respective claimants shall be settled and adjusted in the said Court by interpleaders amongst themselves.

Levy of subsequent writs to be distributed ratably among creditors having writs.

Dispute of claimants to be settled by interpleaders.

cost and expenses and poundage, and other claims, if any; and the claims of the respective claimants shall be settled and adjusted in the said Court by interpleaders amongst themselves.

VI. If any person, against whom any writ of execution shall have been issued, shall have any shares in any public Company in India, subject to the jurisdiction, or within reach of its process, and whether incorporated or not, such shares standing in his own name and in his own right, or in the name of any person in trust for him, or shall be entitled to any interest in the dividends, interest, or annual produce of such shares, it shall be lawful for the Court or a Judge, on application of the party having recovered such judgment, to make an order *ex parte* to attach such shares; and such dividends, interest, or annual produce shall be attached in the books of the said public Company, to answer the purposes of such execution; and such shares shall not be suffered to be transferred, nor shall such dividends, interest, or annual produce be paid until such order of attachment shall be withdrawn, discharged, or disposed of, and no disposition in the mean while by such debtor shall be valid or effectual as against such party recovering such judgment and obtaining such order of attachment.

During such attachment shares not to be transferred, nor dividends, &c. paid.

such order of attachment shall be withdrawn, discharged, or disposed of, and no disposition in the mean while by such debtor shall be valid or effectual as against such party recovering such judgment and obtaining such order of attachment.

VII. A copy of such order of attachment shall be served on the debtor or his Attorney or Agent, and unless the said debtor or some other person interested shall, within the space of twenty days from the service of such order of attachment and copy, or from the date of the last service, or such other time as the Court or a Judge may think reasonable, show sufficient cause to the contrary, it shall be lawful for the Court or a Judge, if he shall so think fit, on proof of the service of such order of attachment and copy, to make and order on all persons, corporations, and public Companies whose act or consent is thereto necessary, to transfer the said shares belonging to the said judgment debtor, and standing in his own name or in the name of any trustee for him for his own benefit, into the name of the said Sheriff or other Officer as aforesaid, or to make payment of such dividends, interest, and annual produce to the said Sheriff; and all such persons, whose act or consent is so necessary as aforesaid, are hereby required to obey such order, and are indemnified for all things done or permitted pursuant to such order. Provided also, that it shall be lawful for such Court or a Judge, on the application of the debtor or any person interested, to discharge or vary such order for attachment, and to award such costs on such application as to the said Court or a Judge shall seem just.

Where interest of debtor in shares, dividends, &c. is not vested, but contingent, Court

may make *ex parte* order that such shares, &c. shall stand charged with payments.

by the party obtaining such judgment, to make an order *ex parte*, that such shares, dividends, interest, or annual produce, or a competent part thereof, shall stand charged with the payment of the amount for which such judgment shall have been recovered, and interest, or so much as shall remain unsatisfied, unless satisfactory cause shall be shown to the contrary by the said debtor or some other person interested within a time to be named in such order, and such order shall be served on the debtor or his Attorney or Agent, and unless cause shall be shown to the contrary within the time specified in such order, or at such time as the Court or a Judge may think proper, it shall be lawful for the Court or a Judge, if it or he shall so think fit, on proof of the service of such order, to make the same absolute; and such order shall entitle the creditor to all such remedies as he would have been entitled to if such charge had been made in his favor by the debtor. Provided that such Court or a Judge shall, on the application of such debtor, or any person interested, have full power to discharge or vary such order, and to award such costs upon such application as the Court or a Judge may think fit.

Where interest of debtor is in property standing in name of any Officer of Court.

IX. If such debtor shall have an estate or interest in any property which shall be standing in the name of the Accountant General of the Court, or of any other Officer of the Court, or in the dividends, interest, or annual produce thereof, it shall be lawful for the Court or a Judge to make such order as to such property, and the dividends, interest, and annual produce thereof, as it or he might have made if the same had been standing in the name of a trustee for such judgment debtor.

X. A plaintiff or defendant arrested under any writ of *capias ad satisfaciendum* shall be entitled to his discharge from such arrest on payment or tender to the opposite party or his Attorney in the cause, or to the Sheriff or Gaoler in whose custody such person may be under such writ, of the amount directed to be levied by such writ.

XI. A written order under the hand of the Attorney in the cause by whom any writ of *capias ad satisfaciendum* shall have been issued shall justify the Sheriff, Gaoler, or person in whose custody the party may be under such writ, in discharging such party, unless the party for whom such Attorney professes to act shall have given written notice to the contrary to such Sheriff, Gaoler, or person in whose custody the opposite party may be, but such discharge shall not be a satisfaction of the debt unless made by the authority of the creditor; and nothing herein contained shall justify any Attorney in giving such order for discharge without the consent of his client.

XII. A Sheriff shall not be liable in an action for escape or other breach of duty to pay damages beyond the amount of the loss which his breach of duty has really occasioned, in like manner

Where interest of debtor in shares, dividends, &c. is not vested, but contingent, Court

may make *ex parte* order that such shares, &c. shall stand charged with payments.

by the party obtaining such judgment, to make an order *ex parte*, that such shares, dividends, interest, or annual produce, or a competent part thereof, shall stand charged with the payment of the amount for which such judgment shall have been recovered, and interest, or so much as shall remain unsatisfied, unless satisfactory cause shall be shown to the contrary by the said debtor or some other person interested within a time to be named in such order, and such order shall be served on the debtor or his Attorney or Agent, and unless cause shall be shown to the contrary within the time specified in such order, or at such time as the Court or a Judge may think proper, it shall be lawful for the Court or a Judge, if it or he shall so think fit, on proof of the service of such order, to make the same absolute; and such order shall entitle the creditor to all such remedies as he would have been entitled to if such charge had been made in his favor by the debtor. Provided that such Court or a Judge shall, on the application of such debtor, or any person interested, have full power to discharge or vary such order, and to award such costs upon such application as the Court or a Judge may think fit.

Where interest of debtor is in property standing in name of any Officer of Court.

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XI. A written order under the hand of the Attorney in the cause by whom any writ of *capias ad satisfaciendum* shall have been issued shall justify the Sheriff, Gaoler, or person in whose custody the party may be under such writ, in discharging such party, unless the party for whom such Attorney professes to act shall have given written notice to the contrary to such Sheriff, Gaoler, or person in whose custody the opposite party may be, but such discharge shall not be a satisfaction of the debt unless made by the authority of the creditor; and nothing herein contained shall justify any Attorney in giving such order for discharge without the consent of his client.

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XI. A written order under the hand of the Attorney in the cause by whom any writ of *capias ad satisfaciendum* shall have been issued shall justify the Sheriff, Gaoler, or person in whose custody the party may be under such writ, in discharging such party, unless the party for whom such Attorney professes to act shall have given written notice to the contrary to such Sheriff, Gaoler, or person in whose custody the opposite party may be, but such discharge shall not be a satisfaction of the debt unless made by the authority of the creditor; and nothing herein contained shall justify any Attorney in giving such order for discharge without the consent of his client.

XII. A Sheriff shall not be liable in an action for escape or other breach of duty to pay damages beyond the amount of the loss which his breach of duty has really occasioned, in like manner

as if he had been sued in the form of an action on the case.

XIII. A writ of execution sued out after the commencement of this Act, if unexecuted, shall not remain in force for more than one year from the date of such writ, unless renewed in the manner hereinafter provided, but a writ of execution, whether sued out before or after the passing of this Act, may at any time before its expiration be renewed by the party issuing it, for one year from the date of such renewal, and so on from time to time during the continuance of the renewed writ, by being marked with the seal of the Court, and with a memorandum, signed or initialed by the Officer, of the date of the day, month, and year of such renewal, or by such party giving a written notice of renewal to the Sheriff signed by the party or his Attorney, and bearing the like seal of the Court, and memorandum signed or initialed by the Officer as aforesaid; and a writ of execution so renewed shall have effect and be entitled to the same priority as the original writ would have had. Provided, however, that no writ of *habere* shall be renewed without the special leave of the Court or a Judge.

Writ of execution, if unexecuted, not to remain in force more than one year, unless renewed.

But may be renewed from time to time.

Renewed writ entitled to same priority as its original.

Proviso as to writ of *habere*.

XIV. The production of a writ of execution or of the notice renewing the same, purporting to be marked with such seal and initialed as aforesaid, showing the same to have been renewed according to this Act, shall be sufficient evidence of its having been so renewed.

Production of writ, or of notice of renewal, sufficient evidence of renewal.

ing the same to have been renewed according to this Act, shall be sufficient evidence of its having been so renewed.

XV. All property of every kind that may be seized under a writ of *fiery facias*, issued from the said Supreme Courts respectively, may be seized also under a writ of sequestration issued from the same, where a sequestration is a process of the Court, and the seizure must in all cases be made in the mode directed by this Act as to seizures under writs of *fiery facias*; and where a sale is ordered, it shall apply only to those seizable things which may be sold, and shall not authorize the sale of any property which is prohibited to be sold by this Act.

All property seizable under a *fiery facias* may be seized under a writ of sequestration.

from the same, where a sequestration is a process of the Court, and the seizure must in all cases be made in the mode directed by this Act as to seizures under writs of *fiery facias*; and where a sale is ordered, it shall apply only to those seizable things which may be sold, and shall not authorize the sale of any property which is prohibited to be sold by this Act.

XVI. No writ of execution or sequestration, which shall issue out of any of Her Majesty's said Supreme Courts, shall bind the property as against any purchaser for value *bona fide* without notice, or as against any mortgagee or pledgee, or other person having a lien, legal or equitable, as against the execution debtor, by advancing on the goods or property *bona fide* without notice, or as against the process of any other Court, except from the time of its actual execution by seizure, according to the nature of the property.

Writs of execution or sequestration not to bind property as against *bona fide* purchasers for value without notice, &c.

any mortgagee or pledgee, or other person having a lien, legal or equitable, as against the execution debtor, by advancing on the goods or property *bona fide* without notice, or as against the process of any other Court, except from the time of its actual execution by seizure, according to the nature of the property.

Nor as against process of other Courts.

Except from time of actual execution by seizure.

according to the nature of the property.

W. MORGAN,
Clerk of the Council.

Legislative Council.

19th August 1854.

The following Bill was read a second time in the Legislative Council on the 19th of August 1854, and referred to a Select Committee, who are to report thereon after the 23rd of November next:—

A Bill for regulating the Construction and Management of Electric Telegraphs in India.

Whereas it is expedient that provision should be made for regulating the construction and management of lines of Electric Telegraph in India, it is enacted as follows:—

Preamble.

I. Within the territories under the government of the East India Company the said East India Company shall have the exclusive privilege of constructing and establishing lines of Electric Telegraph. Provided that the Governor General of India in Council shall have the power to grant a conditional license to any other party to construct or establish a line of Electric Telegraph within any part of such territories, and to transmit messages thereby, subject to revocation of the license in the event of the non-fulfilment by the holder thereof of any of the conditions therein stipulated.

II. Every person who shall, otherwise than under a license duly granted as aforesaid, or under the special authority of Government, construct, or transmit signals along a line of Electric Telegraph within the territories of the Government of the East India Company, shall forfeit a sum not exceeding five hundred rupees, and every person who shall perform any services incidental to the transmission of signals along such a Telegraph Line shall forfeit a sum not exceeding one hundred rupees, and for every week during which such incidental services shall continue to be performed shall forfeit a further sum not exceeding one hundred rupees.

III. The Governor General of India in Council, on the occurrence of any public emergency, is hereby authorised to take temporary possession of any or every Telegraph established under license within the territories under the government of the East India Company.

IV. It shall be lawful for the Governor General in Council to frame rules for the conduct of the Electric Telegraph, not inconsistent with this Act, and therein to prescribe the regulations, conditions, and restrictions according to which all messages and signals shall be transmitted.

V. The Government shall not be responsible for any loss or damage which may occur in consequence of failing to transmit with accuracy any message entrusted to any person in charge of any Office of the Electric Telegraph for transmission, and no person employed by the Government in the Electric Telegraph Department shall be responsible for any such loss or damage, unless that person shall cause such loss or damage either through his culpable neglect, fraud, or malice.

VI. Every person who shall intrude into a Telegraph Office without the permission of the person in charge of the Office, or shall wilfully obstruct or impede any signaller or other official in the performance of his duty, shall be liable on conviction before a Magistrate, to fine not exceeding one hundred rupees.

VII. Every person who shall cause, or attempt to cause, any interruption to the transmission of signals along the line, by wilfully cutting or injuring the wire or line, or any portion thereof, or by wilfully injuring any instrument or apparatus, shall be liable to imprisonment, with or without

Penalties for cutting the line.

labour, for a term not exceeding two years, or to fine, or to both fine and imprisonment.

VIII. Whoever, being in the employ of the Government in the Electric Telegraph Department, shall fraudulently or maliciously secrete, make away with, or omit to transmit any message which may have been entrusted to him for transmission, shall be liable to be imprisoned, with or without hard labour, for a term not exceeding two years, or to fine, or to both.

IX. Every person employed to make signals along the line who shall fraudulently or maliciously retain, or wilfully impede the transmission of a message along the line, or, being required by any Officer of the Electric Telegraph Department to transmit a message, shall neglect or refuse to make the requisite signals, shall be liable to imprisonment, with or without hard labour, for a term not exceeding two years, or to fine, or to both.

X. Every person employed to convey or deliver any message sent by Electric Telegraph, who shall be guilty while so employed of any act of drunkenness, carelessness, or other misconduct, whereby the safety of any such message shall be endangered, or who shall loiter or make delay in the conveyance or delivery of any such message, or who shall not use proper care and diligence safely to convey any such message, shall be liable to a fine not exceeding one hundred rupees.

XI. Whoever, being in the employ of the Government in the Electric Telegraph Department, and being entrusted to receive money for the transmission or conveyance of messages or any other public purpose, shall fraudulently appropriate the same, shall be punished, on conviction before a Magistrate, with imprisonment, with or without hard labour, for a term not exceeding two years, and shall also be liable to fine.

XII. Whoever, being in such employ as is described in Section XI., shall fraudulently alter any message, shall be liable to imprisonment, with or without hard labour, for a term not exceeding two years, or to fine, or to both.

XIII. Whoever, being in such employ as is described in Section XI., and being entrusted with the preparing or keeping of any document, shall, with a fraudulent intention, prepare that document incorrectly, or alter that document, or secrete or destroy that document, shall be liable to imprisonment, with or without hard labour, for a term not exceeding two years, or to fine, or to both.

XIV. Whoever, being in such employ as is described in Section XI., shall send by the Electric Telegraph any message upon which the charge prescribed in the rules and regulations of the Department has not been paid, intending thereby to defraud the Government of the charge on such message, shall be punished, on conviction before a Magistrate, with a fine not exceeding one hundred rupees.

XV. Any person, whether a European British subject or not, who shall be guilty of any offence for which, according to the provisions of this Act, he shall be liable to fine only, shall be punishable for such offence by any Justice of the Peace for any of the Presidency towns of Calcutta, Madras, and Bombay, Magistrate, Joint Magistrate, or person lawfully exercising the powers of Magistrate; and any person hereby made punishable by a Justice of the Peace shall be punishable upon summary conviction.

XVI. No conviction, order, or judgment of any Justice of the Peace shall be quashed for error of form or procedure, but only on the merits; and it shall not be necessary to state, on the face of the conviction, order, or judgment, the evidence on which it proceeds; but the depositions taken, or a copy of them, shall be returned with the conviction, order, or judgment, in obedience to any writ of *certiorari*; and if no jurisdiction appears on the face of the conviction, order, or judgment, but the depositions taken supply that defect, the conviction, order, or judgment shall be aided by what so appears in such depositions.

XVII. All fines incurred under the provisions of this Act by any person, except in respect of offences punishable by fine in addition to imprisonment, shall, upon conviction of the offender before any Magistrate, be levied, together with the costs attending the prosecution and conviction, by distress and sale of the goods and chattels of the party or parties offending, by warrant under the hand of such Magistrate, and if, upon the return of such warrant, it shall appear that no sufficient distress can be had thereon, then it shall be lawful for any Magistrate, by warrant under his hand and seal, to cause such offender or offenders to be committed to prison, there to be imprisoned, according to the discretion of such Magistrate, for any term not exceeding two calendar months where the amount of the fine shall not exceed fifty rupees, and for any term not exceeding four calendar months where the amount of the fine shall not exceed one hundred rupees, and for any term not exceeding six calendar months in any other case, the commitment to be determinable in each of the cases aforesaid upon payment of the amount of the fine and of the costs attending the prosecution and conviction.

XVIII. If any Servant of the East India Company, who shall be employed by the said Company in the Electric Telegraph Department, shall be posted within the dominions of any Foreign Prince or State in alliance with the said Company, in which an Electric Telegraph shall be established by the said Company, shall, within the dominions of such Prince or State, commit any act hereby prohibited, or omit to do any act hereby required to be done by any person similarly employed, appointed, or entrusted as aforesaid within the territories under the government of the said Company, such Servant of the said Company shall be guilty of an offence, and on conviction thereof shall be punished in the same manner as if such act had been done or omitted within the said last-mentioned territories, and every such person may be convicted and punished, either by fine or otherwise, according to the nature of the offence, by any Magistrate or Court in any part of the said last-mentioned territories, in the same manner as if the offence had been committed in such part of the said territories.

XIX. The word "Magistrate" in this Act shall include Joint Magistrates and persons lawfully exercising the powers of Magistrates; and the word "fine" shall include a penalty or forfeiture.

W. MORGAN,
Clerk of the Council.

Legislative Council.

26th August 1854.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 26th of August 1854, and is hereby promulgated for general information:—

ACT No. XIX. of 1854.

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

Whereas, by the provisions of a Statute passed in the 12th year of the reign of Her present Majesty, the duties to be levied on the

importation of Sugar from different places into the United Kingdom have been equalized; It is enacted as follows:—

I. Acts XXXII. of 1836, XV. of 1839, XI. of 1842, and so much of Act XIV. of 1843 as prohibits the importation of Sugar into any part of the North-Western Provinces of the

Presidency of Bengal, are hereby repealed.

W. MORGAN,
Clerk of the Council.

Legislative Council.

26th August 1854.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 26th of August 1854, and is hereby promulgated for general information:—

ACT No. XX. 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. of 1833 of the Bengal Code; It is enacted as follows:—

Preamble.

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.

Officer appointed by the Local Government may exercise all powers by that Regulation vested in the Agent to the Governor General.

W. MORGAN,
Clerk of the Council.

Legislative Council.

26th August 1854.

The following Act, passed by the Legislative Council, received the assent of the Most Noble the Governor General of India on the 26th of August 1854, and is hereby promulgated for general information:—

ACT No. XXI. of 1854.

An Act to amend the Law relating to the several Banks of Bengal, Madras, and Bombay.

For the purpose of removing doubts, and of extending the powers of the chartered Banks of Bengal, Madras, and Bombay, It is enacted as follows:—

Preamble.

I. The persons for the time being holding the

Secretary, &c. empowered to draw and endorse Bills, &c., and to sign documents for the Banks.

offices of Secretary and Treasurer, or of Secretary alone, or of Deputy Secretary of the Bank of Bengal, of the Bank of Madras, or of the Bank

of Bombay, are hereby severally empowered, for and on behalf of the Bank under which they hold either of such offices, to endorse and transfer Government Securities standing in the name of the Bank, to draw, accept, and endorse Bills of Exchange, Promissory Notes, and Bank Post Bills, connected with the current and ordinary business of the Bank, and to sign all other documents connected with such business.

II. It shall be lawful for any of the said Banks

Banks may lend money on shares of guaranteed Railway Companies.

to lend money on the security of shares in such of the incorporated Indian Railway Companies as hold a guarantee from the East India Company with regard to interest; provided that no such loan shall in any case exceed in amount

Proviso.

three-fourths of the paid-up value of the shares on the security of which the loan is made; and in every case such shares shall be transferred to the Bank by which the loan is made, either absolutely or by way of mortgage.

W. MORGAN,
Clerk of the Council.

Notice

Is hereby given, that persons desirous of entering into a contract for SUPPLYING EUROPE CLOTH, 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 Tuesday the 19th 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. No person will be allowed to bid for the contract unless he previously deposits in this Office, in cash, the sum of Rs. (271) two hundred and seventy-one, 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. (1,087) one thousand and eighty-

seven, which, together with the amount previously deposited, will be held as a guarantee for the due fulfilment of his contract.

4. A contractor must comply immediately with all emergent demands, and meet others of less urgency within the periods stated in the requisitions made upon him; in failure whereof, or if any supply be condemned by a Committee of Officers as aforesaid, the articles, or such others as may be required in lieu thereof, shall be purchased by this Department without delay, at his risk and cost, if it be considered expedient to do so; and in all such cases (30) thirty per cent. upon the amount of expenses incurred, or a fine of from Rs. (30) thirty to (100) one hundred, at the option of the executive Commissariat Officer, will be levied as liquidated damages for each and every such breach of contract, it being understood that the simple condemnation of any article by a Committee constitutes a breach of contract whether the rejected articles be replaced by the contractor or by this Department; in every such case, also, it is to be understood that the contract may be cancelled, at the discretion of the Commissary General, and that if the contract be so cancelled, the cash deposit mentioned in para. 3 of this Notice will be forfeited to Government.

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

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

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

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

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

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

11. The annual outlay on the above contract is estimated at Rupees (5,436) five thousand four hundred and thirty-six.

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

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

Bombay, Depy. Commy. Genl.'s Office,
29th August 1854.

જાહેર નામ.

હોઆથી આપવાનાં આવે છે ન તારીખ
૧૯ મી આગસ્ટ મહીનાની અને મંગલવાર
ને દીને બેપારનાં બરોબર કલાક ૨ વાગતે
જુબાઈની કમીશરી હાકીશનાં વેલાતી કપરા
જુ કંતરાકટ એક વરસનું વેચવાનાં આવશે
તે ને તારીખથી કબુલ કરશે તે તારીખથી
આધુ કરોઆનાં આવશે.

જે શખશ એ કંતરાકટ લેવા માહિતો હો
એ તેને આવે હાકીશનો દરરોજ લકાક
૧૧ થી તે ૫ મુઘી અરબ કરેઆથી ભાવજું
હીશટની નકલ તથા તેશીવાએ ને કાંઈ ન
પર જાઈશે તે આપવાનાં આવશે.
જુબાઈની દેપુટી કમીશરી જનરાલની
હાકીશ તારીખ ૨૯ મી આગસ્ટ
શને ૧૮૫૪.

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

Notification.

It is hereby notified for general information, that under instructions from the Most Noble the Governor General in Council to the Resident at Hyderabad, dated 25th July 1854, all FRONTIER and CUSTOMS DUTIES in the ASSIGNED DISTRICTS have been ABOLISHED.

T. H. BULLOCK,
Deputy Commissioner, Northern Berar.

Booldanah, 31st August 1854.

જાહિરનામા

સર્વોસ કલાવયાસ લિહિલા જાતો જે નિચ્યામ સરકારાની
ઇમ્પ્રજ સરકારે સુપૂર્વે કેળ્યા મુલુલાત તમામ સરહદ વ રાહ-
દારીવા મહસુલ માફ કરવ્યાવદલ રસિડેટ સાહેબ હૈદરાબાદ
યાંચે નાવેં હુકમ તારીખ ૨૫ માહે જુલૈડ સન ૧૮૫૪ ચા
મોસ્ટ નોબલ ગવર્નર જનરાલ ઇન કૉસલ યાંચા આલ્યાવરુન
માફી ફાલી આહે.

તારીખ ૩૧ માહે આગસ્ટ સન ૧૮૫૪ ઇસવી

મુકામ બુરડાળે.

T. H. BULLOCK,
Deputy Commissioner, Northern Berar.

RULES FOR THE MANAGEMENT OF THE POST OFFICE DEPARTMENT.

Passed by the Governor General of India in Council on the 12th of August 1854.

I. All existing Rules, General Orders, and Proclamations issued by the Government, for the guidance of the Post Office Departments of the different Presidencies and Settlements of India, saving such

All existing orders passed by Government rescinded.

as relate to Dawk Travelling and matters of account, shall cease to have effect from 1st of October next, and the following Rules and Orders shall be substituted for the same, to be in force at all Post Office Stations in any of the Presidencies, Settlements, or Possessions of the East India Company, and to take effect from the above-mentioned date.

II. Letters, papers, and parcels shall be received at every Post Office, for despatch by land or sea, to every part of India, to Ceylon, and to every other part of the world with which there is a Post Office communication.

Receipt of letters, &c. for despatch by land or sea.

Unless specially superscribed for the first despatch by land or by sea, or by some particular ship, they shall be sent by such route as shall appear to the Post Master to afford the means of most speedy and secure transmission. Letters and papers not exceeding 12 tolahs in weight shall also be received at every Receiving House or other place which the Post Master General may appoint. Letters, papers, and parcels shall likewise be received for despatch by post as above at every Thannah or District Dawk Office.

III. Letters, papers, or parcels required to be transmitted *via* Great Britain or Ireland to foreign countries must, unless the pre-payment of postage from the United Kingdom to such countries be optional, be addressed to the care of an agent or other person in the United Kingdom, by whom the foreign postage demandable at the London General or other Post Office may be paid. Such postage cannot be received in this country, and unless it be paid through an agent as above described, the letters are liable to be returned to India.

Receipt of letters for Foreign countries *via* Great Britain or Ireland.

the letters are liable to be returned to India.

IV. The name of the sender of any letter, paper, or parcel shall not be demanded in any Post Office, whether the postage be pre-paid or not.

Name of sender of any letter, &c. not to be demanded.

V. Letters, papers, or parcels shall be received at any Presidency or Provincial Post Office, or Receiving House,

Letters to be received at any sta-

tion for delivery at such station.

for delivery at the same station, within the ordinary range of delivery.

VI. Parcels exceeding 600 tolahs in weight may be received at the discretion of any Officer in charge of a Post Office for despatch along any line of road on which the banghy parcels are not carried by foot-runners; but no parcel exceeding 2,000 tolahs in weight shall be received at any Post Office for despatch *by banghy or letter-mail* under any circumstances whatever.

Limitation as to weight of parcels.

Parcels received from seaward in excess of maximum weight how to be treated.

VII. Newspapers or other printed or engraved papers, packed in open covers, or letters certified to be on the Public Service, respecting any of which there is reason to believe that the provisions of the Post Office Act have been infringed, shall not be detained for examination at the Despatching Office, but shall be forwarded, marked "Doubtful." The Post Master receiving such letters, &c. by the mail shall then be guided by the instructions laid down in Section XLVIII. of the Post Office Act; but unless for the causes specified above, and in Sections XXXVII. and XLVIII. of the Post Office Act, all Post Office authorities are prohibited from detaining any letter, paper, or packet received for delivery by post.

Newspapers, &c. not to be detained for examination, but to be forwarded marked "Doubtful."

IX. All letters, newspapers, or other papers and packets received for despatch by post, or banghy post, shall be weighed at the Post Office of despatch, and shall be stamped with the office stamp, and marked single, double, &c. as the case may be; and all letters, &c. the full postage on which has not been pre-paid by stamps, shall have the postage to which they are severally liable marked on them. Service letters shall never be re-weighed prior to delivery, nor newspapers, except in case of suspicion. Banghy parcels shall in all cases be re-weighed on delivery. The re-weighing of private letters shall be at the discretion of the Officer in charge.

X. Persons not belonging to the Department

Examination of Post Office records not permitted to the public.

general, to whom, or to the Post Master, applications for information or redress must be made, either in person or in writing, by the party requiring the same.

XI. At each Presidency Post Office banghy parcels will be received every day, Sundays excepted, for despatch, from 10 A. M. till 5 P. M., and newspapers and letters every day till 6 P. M., after which hours, respectively, they will be received till 7 P. M., on payment of an extra half-rupee each, which shall be credited to Government.

XII. At Receiving Houses and places where there are letter boxes, letters, papers, and packets not exceeding 12 talahs in weight will be received daily from 11 A. M. to 4 P. M., or at such other hours as may be determined by the Post Master General, *provided that no Receiving House shall remain open for less than five hours daily, and that letter-boxes for letters unpaid and prepaid by stamps be kept open, day and night, except for a quarter of an hour subsequent to the time fixed for the closing of each mail.*

XIII. At Provincial Post Offices banghy parcels will be received for despatch from 10 A. M. till 4 P. M., and letters and newspapers till 5 P. M., after which hours respectively they will be received till 5½ P. M., on the sender paying an extra half-rupee each, to be appropriated as provided in Section XI.

XIV. Although all Post Offices will be open for receipt of letters, papers, and parcels as above, *official references shall be made to Post Office authorities only between the hours of 11 and 5, Sundays excepted.*

XV. At each Presidency Post Office there shall be three deliveries daily, the first delivery not to be later than 7, the second at 11 A. M., and the third at 3 P. M., at which hours, respectively, the peons shall quit the Office with the letters, &c. entrusted to them. All letters, papers, and parcels received from 3 P. M. till 5 A. M. shall be sent out at the first delivery, all from 5 to 10 A. M. at the second delivery, and all from 10 A. M. to 3 P. M. at the third delivery, and mails received after 3 P. M. shall not ordinarily be opened till the following morning, except when received by Express or from seaward.

XVI. At Provincial Post Offices the delivery of letters, papers, and parcels must depend upon the hour of the arrival of the mails at each

station, after which they shall be delivered with all possible despatch.

XVII. The delivering peons are prohibited from going out of their usual course to deliver letters, papers, or parcels, and from delivering them without immediate payment of the exact amount of postage; and they are not bound to give change. Should they be subject to detention, they are not to deliver the letters, papers, or parcels, but to return them in the evening to the Post Office for delivery the following day.

XVIII. Whatever postage is marked on a letter, paper, or parcel, must be paid at once on delivery, after which any complaint of over-charge will be duly attended to. In all complaints of over-charge or unnecessary delay in delivering letters, papers, or parcels, the covers or envelopes bearing the Post Office stamp must be presented for inspection; and when any complaints are preferred against any peon, the number on his badge should be specified.

XIX. From each Presidency Post Office the mails shall be despatched daily at 8 P. M., and the banghies as soon after as possible.

XX. At Provincial Post Offices the packets for all mails to be despatched in the course of the night shall be finally closed at 6 P. M.; but for mails which usually pass in the course of the day, the packets shall be made up half an hour before the time appointed for the arrival of such mails, which are in no case to be subjected to any detention beyond the regulated time. Notice of the hour at which such packet is closed shall be hung up outside the Office, both in English and in the language of the district, after which hour letters, papers, or parcels received shall not be forwarded till the following day, unless such mails should not arrive until after 6 P. M., in which case a second packet shall be made up.

XXI. The Post Master at any station, or person in charge of the Office, shall have power to refuse letters, papers, or parcels bearing the appearance of having been opened and re-closed, or otherwise improperly dealt with, unless the writer or sender thereof shall attest with his full signature; that they were sent in that state.

XXII. In order to protect, as far as possible, the public mails from the chance of robbery, Officers in charge of Post Offices shall not knowingly receive coin, bullion, precious stones, or jewels for despatch, either by letter or banghy post.

XXIII. The servants at the several Post Of-

Post Office prohibited from giving change.

Offices are prohibited from giving change to parties sending or receiving letters in any case.

XXIV. Letters will be registered on payment of a fee of 4 annas, and parties posting such letters will be furnished with a receipt bearing the address of the letter and the office stamp. The fee must in all cases be paid in money. On the delivery of a registered letter, a receipt for the same must be given to the delivery peon.

Receipts will not be given for letters, &c.

XXV. Receipts will not be granted for any letters or papers received at any Post Office for despatch, except in the case of registered letters; and will be granted for parcels only when presented ready written, either in books or on separate slips of paper along with the parcels. Receipts so presented will be duly stamped.

Notice to arriving vessels for disposal of packets.

XXVI. On the arrival of any ship or vessel off any British Indian port, a printed notice, under the signature of the Post Master of the port or station, shall be delivered to the Commander by the first boat despatched to board the vessel, according to the requisition of which the Commander shall proceed to dispose of such packets as he may have on board, as directed in Section XL. of the Post Office Act, a copy of which Clause shall be communicated to the said Commander.

Master Attendant to notify intended departure for all vessels.

XXVII. The Master Attendant of each Presidency port, or such other Officer as may be directed by Government, shall furnish the Post Master with early intimation of the intended departure of all vessels to any part of the world, and the Post Master shall cause a list of the vessels for which packets are open to be published weekly in the official *Gazette* of his own Presidency.

Post Master to publish weekly lists.

XXVIII. The Post Master shall also cause to be published weekly, in the official *Gazette* of the Presidency, a notice of the several dates up to which packets have been despatched by each vessel carrying a mail that may have left the port.

Post Master to publish weekly notice of packets despatched.

XXIX. All public despatches are to be made up, in the most compact form possible, and whenever two or more letters are despatched from any one Office to the same individual, by the same day's post, they are to be put up under one cover, provided they do not, in the aggregate, exceed 12 talahs weight.

XXX. When the number of covers received at any Post Office shall cause the weight of the mail to exceed the regulated weight, the Post

how to be disposed of.

Master is authorised to keep back a portion of the heavier public despatches and important newspapers till the following day, but private letters and public letters marked "Despatch" shall not be kept back.

XXXI. Despatches to be transmitted by Expresses. Express must bear on the face of them the words "By Express," and the signature in full of the Officer sending them.

XXXII. As the employment of Expresses interferes with the celerity and regularity of the ordinary mails, and is attended with expense, public Officers are enjoined to employ them as sparingly as possible; and any public Officer despatching an Express when the exigency of the Public Service does not, in the opinion of the authority to whom he is subordinate, require it, will be held answerable for the expenses attending that method of transmission. Public Expresses from a Presidency Post Office can only be ordered by a Secretary to Government.

XXXIII. Expresses may be employed by private individuals at the discretion of the Post Master applied to, on payment being made at the rate of 4 annas per mile in advance.

XXXIV. Letters directed to Native Officers, or men of their Regiments or Detachments, shall be delivered to an Orderly, or any other fit person who shall be deputed by the Officer Commanding the Regiment or Detachment to receive the same; but letters on which postage may be due shall not be delivered to such person unless the postage be first paid.

Commanding Officers may receive letters for their own Regiments.

XXXV. Letters which individuals address on their private affairs to any Government Officer must be sent pre-paid by stamps; and this rule is to be understood to include letters transmitting Bills of Exchange, Promissory Notes, Receipts, Government Securities, &c. to the Accountant General, Government Agent, or any other public Officer. When public Officers write letters on such subjects to individuals, they shall subscribe on the envelopes, with their official signatures, the words "Bearing Postage."

Letters addressed to public Officers on private affairs to be pre-paid by stamps.

XXXVI. The postage on letters and parcels sent on the Public Service by the public Officers mentioned in the subjoined lists, shall be charged to the Departments to which they severally belong; such letters must be addressed according to the subjoined form:—

Postage on letters on public Service to be charged to the Department to which Officers signing them belong.

Form of Address.

ON THE PUBLIC SERVICE ONLY. <i>The Officer Commanding</i> <i>1st Regt. Light Cavalry,</i> CANNANPORE. JOHN SMITH, <i>Adj. Genl.</i>

The signature and designation of the Officer signing the same being written in full.

LIST No. I.

Parties authorised to send by post (without actual payment of postage) all letters, packets, or parcels, *bonâ fide* and exclusively on the Public Service, the same to be certified on each letter in the form above described :—

Civil.

Her Majesty's Principal Secretaries of State.
President and Secretaries of the Board of Control.
Chairman and Deputy Chairman of the East India Company.
Secretary, Deputy Secretary, and Assistant Secretary at the India House.
The Governor General.
The Governors of Bengal, Madras, and Bombay.
The Lieutenant-Governors of the North-West Provinces and Bengal.
Members of Council.
" of the Legislative Council.
Accountant General or Deputy Accountant General.
Accountant.
Agents, Political, or to the Governor General.
Civil Auditor.
Clerk of the Legislative Council.
Collectors, and Deputy Collectors of Customs.
Conservator of Forests, Bombay.
Collectors.
" Sub, Deputy, or Assistant, having special charge.
Commissioners, and Deputy Commissioners.
Governor of the Straits' Settlements.
Judges of the Sudder Courts, when on Circuit or Deputation only.
" Sessions and Zillah.
" Subordinate and Assistant, having special charge.
Magistrates.
" Joint, Deputy, and Assistant, having special charge.
Members of Boards and Commissions, when on Circuit or Deputation only.
Mint Masters.
Opium Agents and Deputies.
Director General of the Post Office in India.
Post Master General.
Post Masters.

Private Secretary to Governor General, or to Governor, or to Lieutenant-Governor of any Presidency.

Registers of Sudder Courts.

Residents at Foreign Courts.

Resident Councillors in the Straits' Settlements.

Remembrancer of Legal Affairs.

Salt Agents.

Secretaries to Government.

" Under, Deputy, and Assistant.

" to all Boards, Commissions, and Committees appointed by Government.

Sub-Treasurer.

Superintendent or Chief Magistrate of Police.

" of the Government Lithographic Press.

" of Stamps.

" of Stationery.

" for Suppression of Thuggee, and Assistants, having special charge.

Superintendent of Electric Telegraph.

Marine.

Commander-in-Chief of Her Majesty's Naval Forces.

" of the Indian Navy.

Secretary to Her Majesty's Naval Commander-in-Chief.

" to the Marine Board.

Superintendent of Marine.

Ecclesiastical.

Bishops of Calcutta, Madras, and Bombay.

Military.

Commander-in-Chief of the Army in India.

" " at Madras and Bombay.

Adjutants General, Assistants, and Deputy Assistants.

Agents for Army Clothing.

Auditor General.

Brigadiers.

Commandants of Forces or Stations.

Commanding Officers of Corps or Detachments.

Commissary General, and Deputy.

Commissariat, Senior Executive Officer at the Presidency or at Out-Stations.

Commissaries of Ordnance, and Deputies, being Commissioned Officers.

Director of Artillery Dépôt of Instruction.

Engineers, Chief.

" Civil, or Executive.

" Superintending.

Fort or Town Major.

General Officers on the Staff.

Judge Advocates General, and Deputies of Divisions.

Pay Masters, and Deputy Pay Masters.

Quarter Masters General, Deputies, Assistants, and Deputy Assistants.

Secretary, Military, to Governor General, or Governor.

" to Commander-in-Chief.

Secretary to all Boards, Commissions, and Committees appointed by Government.	Principal Sudder Ameen and Sudder Ameen	Within their respective Districts, and to their immediate superior.
Superintendent of Canals and Bridges.	Superintendent of Salt Chowkies	The same.
„ of Family Payments and Pension.	Superintendent of Government Gazette Press	Official <i>Gazettes</i> to public Officers authorised to receive the same.
„ of Gun Carriages.	Assistants in the Telegraph Department.	To their immediate superior.
„ of Gunpowder.	Vaccinators	To the same.
„ of Roads.	Warrant and Non-Commissioned Officers of the Commissariat Department in charge of public cattle, when absent from stations only.	To their immediate superior, or to the Quarter Master General or Assistant Quarter Master General.
„ of Trigonometrical and other Surveys.	Warrant and Non-Commissioned Officers of the Ordnance Department in charge of stores, when absent from stations only	To their immediate superior, or to the Secretary to the Military Board.
„ of Stud.	Warrant and Non-Commissioned Officers of the Department of Public Works, when detached on such works	To their immediate superiors.
Surveyor General, Deputy, and Commissioned Assistants.	Commanders of Government Steamers and Pilots	To the Commander-in-Chief of the Indian Navy, Master Attendant, or Secretary to the Marine Board. This privilege extends only to Shipping Reports, superscribed as such, and sent either open or in covers open at both ends.
<i>Medical.</i>	Tide Waiters	To Collector of Customs. This privilege extends only to Tide Waiters' Reports, superscribed as such.
Apothecary to the Company, or Medical Store Keeper.		
Inspector, and Deputy Inspector General of Her Majesty's Hospitals.		
Superintending Surgeon.		
LIST No. II.		
Parties authorized to send letters and official <i>Gazettes</i> , <i>bonâ fide</i> and <i>exclusively</i> on the Public Service, relating to the business of their respective Departments, without actual payment of postage, but only to the authorities hereinafter named :—		
Archdeacon	To the Registrar and Clergy of the Diocese.	
Accountant to Chief Engineers	To Superintending, Executive, Assistant Executive, and Civil Engineers.	
Chaplains at Out-Stations	To Archdeacon or Registrar.	
Garrison Surgeons and Medical Officers attached to Regiments, Stations, or Depôts.	To Superintending Surgeons of their several Divisions.	
Master Attendant, Calcutta	To Authorities at Diamond Harbour, Kedgerce, and Stations down the River.	
Controller of Government Steam Vessels.	To the same, and to Steam Agents.	
Subordinate Judicial, Revenue, Police, Engineer, and other Civil Officers	To the Authorities with whom they may have to correspond on Public Service within their respective Districts.	
Patrolling Officers of Customs	To their immediate superior, or to the nearest Magistrate.	
Revenue and other Surveyors	To Surveyor General, Deputy Surveyor General, Collector of the District, or Paymaster of the Division.	
Steam Agents	To the Controller of Government Steamers, and to each other (their communications being sent in covers open at each end).	
	N. B.—The privilege of sending letters by post, without actual payment of postage, extends only to letters exclusively on the Public Service, and all Public Officers are prohibited from sending on service letters relating to the private concerns of individuals, though they may be in reply to communications addressed to them in their official capacity. Such letters must either be prepaid by stamps, or sent bearing postage.	
	All periodical Returns and Reports, and all letters not of an important or confidential nature, are to be packed in covers open at each end.	
	Letters on the Public Service, not intended to be permanently retained on record, are to be	

written on paper of the smallest size (compatible with clear and legible writing).

XXXVII. All letters, papers, and packets

All letters, &c. received for despatch to be marked with the appropriate office stamp, and with the amount of postage.

whatever, received at any Post Office in India, for despatch by post, whether paid, stamped, or liable to postage, as the case may be, are to be marked with the appropriate stamp, bearing the name of such Office of despatch; and when slide stamps, showing the date of the month and year, are not provided, the said date must be entered in writing across the middle of the face of the stamp. If the letter or packet received for despatch, bearing postage, the amount of postage due must be entered in writing on the face of the letter.

XXXVIII. All letters, papers, and packets

All letters, &c. received for delivery to be stamped, but the postage, unless under-charged, not to be marked.

whatever, received at any Post Office by post, for delivery at such Office, are in like manner to be stamped with the appropriate office stamp, and marked with the date of the month and year; but the amount of postage paid or due is not to be marked, unless the letter has been under-charged with postage at the Despatching Office.

XXXIX. All postage stamps on letters, papers, or parcels must be carefully obliterated with the stamp

Obliterating stamp.

furnished for that object; and the black composition supplied for the purpose

must be used in all cases. Letters bearing stamps which have been previously obliterated or defaced must be treated as unpaid letters.

Post Master not himself to affix a stamp on letters, &c.

XL. No Post Master is allowed to affix a postage stamp to a letter brought unstamped to his Office.

XLI. Forward letters, papers, or packets, i. e. those which follow a party addressed from station to station, are to be stamped at each Office of fresh despatch, and marked with the additional postage due on such fresh despatch.

Exact weight of banghy parcels to be marked.

XLII. On banghy parcels the exact weight must in all cases be entered in writing on the face thereof.

XLIII. Supplementary rules, regarding the shape and size of the office stamps to be used on the several description of letters, shall be, when necessary, circulated by the Director General of the Post Office.

Other letters, &c. how to be stamped.
At such Post Offices as have more than one delivery daily, letters &c. to be stamped A. M. or P. M., according to time of delivery.

XLV. At such Post Offices as have more than one delivery daily, all letters, papers, and packets must be marked with a stamp, showing at which delivery they were distributed.

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

Notice

Is hereby given, that verbal offers will be received at this Office, and sealed tenders at the Commissary General's Office in Bombay, at 12 o'clock on Tuesday the 10th October 1854, for the exclusive privilege of SELLING ARRACK, COUNTRY LIQUOR, and INTOXICATING DRUGS in this Cantonment, and also for the sale of Arrack and Country Liquor in the State of Kolapoor, commencing from 1st November 1854, to 31st October 1855.

2. The Troops composing the Kolapoor Cantonment are as follows, viz:—

	Strength.
One Regiment of Native Infantry...	739
One Company of Golundauze.....	231
Inhabitants of Camp Bazar	741

3. No deduction will be allowed, except for Troops who leave the Station.

4. The bidding offers to be in Company's Rupees, and no person will be allowed to offer for the contract unless he previously deposits in this Office the sum of Company's Rupees 2,000 (two thousand) in cash, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deeds of contract, should the offer be accepted, in which case he must be prepared to add thereto such amount as shall complete a monthly rent, to be deposited in the Police Office until the expiration of the contract.

5. Each bidder, or person tendering, will be required to produce a certificate from two indi-

viduals of unexceptionable character, that they will stand security for him in the event of his offer or tender being accepted.

6. The terms of the contract will be made known at the time of sale, or before, on application at this Office between the hours of 10 and 4 o'clock daily (Sundays excepted), and no verbal offers will be received after 12 o'clock on the day of sale, and the parties offering, or their agents, must be present at the time specified.

7. As it is not incumbent on the sanctioning Authorities to accept of the highest bid, it is to be understood that the deposits lodged to qualify a person to bid for the contract will not be returned until the biddings have been duly submitted to the Authorities for sanction, and a reply received.

8. To prevent disputes hereafter, it is to be distinctly understood that the provisions of the contract are to be strictly enforced, agreeably to the 3rd paragraph of the Commissary General's letter to the Military Board, dated 30th July 1850.

9. The contractor will have to defray the expenses of maintaining a Preventive Police, when and wherever the Officer Commanding may deem necessary, for the suppression of clandestine sale of Spirits to European Troops.

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

HENRY MACLEAN, Lient.,
Superintendent of Bazars and Police.
Police Office, Kolapoor, 31st August 1854.

Notice

Is hereby given, that verbal offers will be received at this Office, at 12 o'clock precisely on Monday the 11th September next, for SUPPLYING cleaned GRAM and MUTT to the Commissariat Department at Poona and Kirkee, from 1st October 1854 to the 28th February 1855.

The Grain must be of unexceptionable quality, of the description usually furnished to this Department, and delivered daily, free of expense beyond the stipulated price, into the Commissariat Stores, or at the Cavalry or Horse Artillery Lines at Poona and Kirkee, as may be ordered. If any Grain tendered is considered objectionable by the executive Commissariat Officer, or the indenting Officers, and is not immediately exchanged by the contractor, the required quantity will be purchased by this Department, without delay, at his risk and cost; and in all such cases (30) thirty per cent. upon the amount of the expenses incurred, or a fine of Rupees (50) fifty, at the option of the 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 quantity of Grain by a Committee constitutes such breach of contract, whether the rejected Grain 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 below mentioned will be forfeited to Government.

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

Biddings for the contract will be in the Company's Rupees. No person will be permitted to bid who has not previously deposited in this Office Rupees (1,500) one thousand and five hundred, which sum will be forfeited in the event of delay, evasion, or refusal on the part of any bidder to execute the necessary deed of contract when required to do so, in the event of his offer being accepted. Bonded Security to the further amount of Company's Rupees (6,000) six thousand, in addition to the above-mentioned deposit, will also be required previous to the execution of the contract, and the whole will be held as a guarantee for its due fulfilment.

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

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

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

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

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

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

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

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

R. SHAW, Captain,

Assistant Commissary General P. D.

Poona, Commissariat Office,

19th August 1854.

TERRITORIAL DEPARTMENT, REVENUE.

The following Notification by the Collector of Canara is published for general information :—

Teak Timber.

Notice is hereby given, that the undermentioned quantity of rejected Teak Timber, the property of Government, will be sold by public auction at the Ports of Sedashigur and Gungawalee, in the District of Canara. The sale to commence on the 16th October, and to be continued until the whole is sold, viz. 6,506 logs, computed to contain 6,392 candelies.

Jungle Timber.

On the 20th of October will be sold by public auction two thousand trees of kinds, called Nanch or Benteak, and Jambe or Erool, standing in the jungles on the banks of the Gungawalee River. The trees were girdled in 1852.

The rules under which the trees are to be felled and removed by the purchasers will be notified at the time of sale, or may be ascertained beforehand by application to the Collector of Canara, Mangalore, or Additional Sub-Collector of Canara, Honore. The sale will be held either at Sedashigur or Gungawalee, the place being notified previously to the sale.

Blackwood, &c.

On the 15th November will be sold by public auction, at the Port of Mangalore, the following Timber, viz :—

	Logs of Sizes.
Blackwood	711
Teakwood	6
Jackwood	37
Wild wood	46
	800

(Signed) F. N. MALTBY,
Collector of Canara.

Collector's Office, Mangalore,
7th August 1854.

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

H. E. GOLDSMID,
Offg. Secy. to Government.

Bombay Castle, 30th August 1854.

टेरिटोरियल डिपार्टमेंट.

रिविज्यु.

कनडा जिल्ह्याचे कलेक्टर साहेब याणा खाली लिहिलेला जाहिरनामा केला आहे तो सर्वोस मालुम होण्याकरिता प्रसिद्ध केला असे.

सागवानी लांकडे.

जाहारखबर दिल्ली जाते जे खाली लिहिलेली सागवानी रद्द केलेली सरकारी लांकडे कनडा जिल्ह्यातील सदासिवगड व गंगवली या बंदरांत जाहीर लेलांव करून विकतील तारीख १६ आक्टोबरचे रोजी लेलांव सुरू होईल आणि साहा हजार तीनशे व्याणव खंडीची एकंदर ६५०६ लांकडे आहेत ती सर्व विकत तोंपर्यंत लेलांव चालू राहिल.

जंगली लांकडे.

गंगवली नदीचे किनाऱ्यावरील जंगलांत नाने अथवा वे-
नटिक आणि जांबे अथवा एरळ जातीची दोन हजार झाडे आहेत ती तारीख २० आक्टोबरचे रोजी जाहीर लेलांव करून विकतील ही झाडे सुकण्याकरिता सन १८५२ चे साली त्यांस कंगोरे पाडले होते.

खरीददाराने झाडे कोणते रीतीने कापून त्याची व्याविशी-
चे नियम लेलांवाचे वेळी जाहीर करतील किंवा लेलांवापूर्वी ते नियम समजण्याची इच्छा असल्यास कनडा जिल्ह्याचे कले-
क्टर साहेब यांस मंगळूर येथे अर्ज करून विचारार्थ अथवा सदर जिल्ह्याचे अडिशनल सव-कलेक्टर यांस होनावार येथे अर्ज करून विचारार्थ लेलांव सदासिवगड अथवा गंगवली येथे होईल परंतु जी जागा मुकरर होईल ती लेलांवापूर्वी कळवितील.

सिसवी लांकडे वगैरे.

तारीख १५ नवेंबरचे रोजी खाली लिहिलेली लांकडे मंगळूरचे बंदरी जाहीर लेलांव करून विकली जातील त्याचा तपसील.

सिसवी लांकडे	लार्हान मोठी.	७११
सागवानी लांकडे	किता	६
फणसी लांकडे	किता	३७
जंगली लांकडे	किता	४६

८००

सही.

एफ. एन. मालटगी,

कनडाचे कलेक्टर.

तारीख ७ आगस्ट सन १८५४ इसवी मु।।

मंगळूर कलेक्टरची कचेरी.

बमोजिबे हुकुम बंदीगान अलीनवाव मुस्तताव हज-
रत रेट अनरावल गवरनर साहेब वाहादूर
दर इजलास कौसल.

सही.

एच. ई. गोलडस्मिड,

आफिसियेटिंग चीफ सक्तरारि नि।। सरकार.

तारीख ३० आगस्ट सन १८५४ इसवी मु।। मुंबई.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

ऐरीऐरीआल डीपरर मेनर

रीवीनी।.

कांनडा छलाना कलेक्टर शाहेये नीये
लयेधु न्हुरेनांनु कडे छु ते शरवेने मालंन
थवा शाइ परगट कडे छु.

११

शागवानी लांकडां.

न्हुरे मयर आपवामां आवे छु न नीये
लयेलां शरकारी शागवानी रद करेलां लांकडां
कांनडा छलाना शदशीवध तथा गंगवली
येदरेमां न्हुरे लीलांन करीने वेयशे ता
रीम १६ नी अकटोपरना दीवशे लीलांन शर
थाशे ने इउर मांडीनां येकंदर ६५०६ ला
कडां छु ते शरवे वेयशे तांहुंशुधी लीलांन
माधु रेडुये.

गंगली लांकडां.

गंगवली नदीना कीनारा उपरना गंगल
नांनाने अथवा येनरीक तथा न्मये अथवा
येइल नतनां २००० न्हडाडा छु ते तारीम
२० नी अकटोपरने दीने न्हुरे लीलांन करी
ने वेयशे आ न्हडाडा शुक्ववाशाइ शंने
१८५२ नी शलमां तेने कंगारा पाडा छता.
मरीददरे शरीते न्हडाडा कापीने लछे
नवां तेवीशेना नेयेन लीलांननी वभने न
हुर करशे अथवा येनी अगाळ ये शमन
वानी छेछा छुशे तो कांनडा छलाना कलेक्टर
शाहेयेने गंगवारनां अरन करीने पुछपु
अथवा छोनोरनां शदर छलानो आडीशं
नल शयकलेक्टर शाहेयेने अरन करीने पु
छपु लीलांन शदशीवध अथवा गंगवलीनां
थाशे पण न नगा मुकरर थाशे ते लीलांननी
अगाळ न्हुरे करवामां आवशे.

शीशनी लांकडां वीगेरे.

तारीम १५ नी नवेंबरनां रान नीये
लयेलां लांकडां गंगवारना येदरेमां न्हुरे
लीलांन करीने वेयशे तेनी वीगत.

शीशनी लांकडां	नांनां नाहारां.	७११
शागवानी लांकडां	येनन.	६
कुशनां लांकडां	येनन.	३७
गंगली लांकडां	येनन.	४६

८००

शही.

येक. येन. मालटगी,

कांनडाचे कलेक्टर.

तारीम ७ नी नाहे आगशर शंने

१८५४ छेशवी मुकांन कलेक्टरनी

कयेरी गंगवार.

यमोनये दुकंन येदगांन आलीनवाय

मुशतेताय छनरत राछेय आनरा

यल गवरनर शाहेय पाडादुर दर

छेनलाय कौसल.

शही.

येय. छे. गोलडस्मिड,

आकीशीऐरींग मीक शकरतारी

नी।। शरकार.

तारीम ३० नी नाहे आगशर शंने

१८५४ छेशवी मुकांन मुयाछे.

VENAYEK WASSOODEW,

Oriental Translator to Govt.

అంత్రాల్మోత్రాయలరికా అగ్రంబు.

రేచి నూర్.

కనకాబిల్లదకలేకలకసాదే శరవ్రాకెళ్ళి
శరవిరువూరికసామా మాది యుధా త్రిఅదు
నూర్తెనతేనత్రళియువగరిగ్గరచు శిబ్రుమాది
యిదే-

సా సూరకల్లగి.

సూరికవివకమోదువదకల్లగరకదల్లాకే-
ళ్ళగరవిరుకసా సూరకల్లమారెదనకకాత్ర-
కలసేగళుకనకాబిల్లదోళ్ళగననదాశివగదమ
క్రూసంగవళియూ బందకదల్లసూరికలేలావ
మాదిమా ర్నామా - క్రాత్రెము ౧౬౩౯లగయో
శరవిరుకా త్రిలావత్రం శరవిరుక్తు యున్నాత్రి
కసావిరువయం న్నూరక్రూ శరక్రూరుబంధుగద
వల్లూ ౬౫౦౬కలసేగళు యిదే అదూయావ
క్రూమానువరయం ప్రలేలావకా యా యుదేహ.

సంగలకలక.

సంగవళివదియకెనా శివమూర్తినలరెయి
ల్లనానే అధరాసనకలక యున్ననూంబలధ
రాంబుసూళ్ళనూర్త్రయోంబురరు సావికగదన
ళూ అలే అచూ క్రాత్రెము ౧౬౩౯లగయో శరవిరు
సాసూరికలేలావమాదిమా ర్నామా యూర్కన.
శరూ పగూసూచు ద్విరూన్సంగవళి శరవళిదల్ల
అదక్రూకం సూ త్రికేరెచి యుద్రూమా.

మతేది దాశనూరికగళు యూ వత్రెయింబు.

శరదుకలంకుచ్చి బ్రహ్మకూ త్రిలావత్రయదానియ
మలేలావనన భేదల్లసూరికమా ర్నామా యుల్ల
కలేలావనమా ర్నామా యుల్ల నియమక్రళియువ-
యి ధ్నోంబుద్రుక్తకనకాబిల్లదకలేకలకసాదే
శరవత్రేనమంగళూరల్ల అబ్రహ్మకేళి బ్రహ్మ
అధరానచరకూ యిల్లద అధిశనలనసకలేక-
లక యువత్రేనగం న్నూరకదల్ల అబ్రహ్మకేళి
బ్రహ్మ-త్రిలావనదాశివగద అధరా సంగవళి-
యిల్ల ఆ భేక్తువరం క్రూయావసూగేయూ కరదూ
ఆ భేక్తులదులేలావనమా ర్నామా కేళి బ్రహ్మ.

శినికలకలకల్లెత్రి.

క్రాత్రెము ౧౬౩౯లగయో శరవిరుకా కేళి శరవి-
రుకకలకలగళూమంగళూరబందకదల్లసూ-
రికలేలావమాదిమా త్రిలావత్రే క్రూ అదకా-
వత్రా-

౨౧౧ నినికలకలకలగళు సంగదు దూత్తదు.

౬ సా సూరకలక... కిక్రూ-

౪౨ శరవిరుకలకలగళూ... కిక్రూ-

౪౬౨౦౦ గలకలకలకలగళూ... కిక్రూ-

నం.

నం.

యిచ్చ. యివ. మా లల బి

కనకా కలేకలక.

క్రాత్రెము ౧౬౩౯లగయో శరవిరుకా కేళి శరవి-
రుకకలకలగళూమంగళూరబందకదల్లసూ-
రికలేలావమాదిమా త్రిలావత్రే క్రూ అదకా-

శరూ సూరకలకలగళూ శరవిరుకా కేళి శరవి-

મુન્સુફરજીસરકારીઅનગાલનકરકર.

સોદીગમાજદુરકરકરબાજીકરનલ.

વજી

અમીર. યુ. સોલરકરકર.

કોઈકરકરકરકરકરકરકરકરકરકરકર.

કરકરકરકરકરકરકરકરકરકરકરકર.

કરકરકરકરકરકરકર.

Venayak Wassoodew;

Oriental Translator to Govt.

Notice

Is hereby given, that verbal offers for the contracts for the exclusive privilege of SELLING ARRACK, COUNTRY LIQUOR, and INTOXICATING DRUGS (Ganjah, Opium, Churuss, 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 November 1854, will take place at the Office of the Superintendent of Bazars and Police, Deesa, at noon on the 14th day of September 1854; and sealed tenders, accompanied by the requisite cash deposits, will also be received at the Commissary General's Office, Bombay, on the abovementioned day and hour.

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

	Strength.
1 Regiment of Native Infantry.....	736
1 Squadron of Light Cavalry.....	130
Camp Followers.....	About 11,134

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 at Bombay, the sum of Company's Rupees (500) five hundred for the Liquor contract, and Rupees (25) twenty-five 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 Rs. 500 and Rs. 25) will be retained as a deposit in the Superintendent of Bazars' Office until the expiration of the engagement.

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

6. The contractors will have to make the monthly payments on account of these contracts in advance, on the 1st of each month, commencing from the 1st November 1854.

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

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

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

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

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

W. B. SALMON, Major,

Acting Assist. Commy. Genl. N. D. A.,

In charge Bazars and Police D. F. B.

Sudder Bazar, Chowry and Police Office,
Camp, near Deesa, 18th July 1854.

અહરકરકર.

આપીએ છું ન શ્રી દીશાની કાંપના રેખ તથા કંતરી દાર તથા ગાંને અક્રીમ અરશ ભાંગ તથા માહાન્ન લયકરી રથઅત તથા કાલા શીપાઈઆને વેચવાના ગુતા વરશ ૧ શુધીનો કરવાનો છે તે તારીખ ૧ જાન્યુઆરી ૧૮૫૪ થી શરૂ તે તેનું હરાજ તારીખ ૧૪ માર્ચ ૧૮૫૪ ને દીવસે બપોરના શ્રીદીશાના બજાર તથા પેલીશ માથત રની હાકીયનાં થામે તથા ગુપાઈનાં કાંને શરી નજરાલ શાહેબની હાકીયનાં બપર લખેલે દીવસે તથા વચતે બીડેલીઓ ચીઠી ઓ પછે એ ગુતા શુધી લેશે તથા તે ચીઠી ઓની શાથે અનાનત રૂપીઆ ૫૦૦ રૂકાવશે. ૨ કાલા શીપાઈઓ દીશાના લયકરના છે તેની વીગત.

૧ પલટણ કાલો પેદાની... ૭૩૬
૧ ઈશકોદરન કાલો તરપની... ૧૩૦
લશકરી રઈ અત ૧૧૧૩૪

૩ પલટણ વીગરેનાં માંણશ ન દોવશ
ગુતા હરાજ થાશે તે દોવશ નેટલા હશે તેને
હીશાયે ગણતરો લેવાશે ને તે માંણશોની
ગણતરો ને વેલા હરાજ થાશે તે વેલાએ
શરવે કોઈ ગુતો લેવા આવશે તેમને ખતાવ
શે ને ને કોઈ દર મહીને શરકારને ભરવાની
માંણીનાં ઠરશે તેનાં કાંઈ શીપાઈ કાંપનાં
આવે અથવા બાંએ તેના શબ્દથી તે ભર
ણાનાં આધુ અતક થવાનું નથી શવાએ કે
હાલ ને લશકર છે તેના ઊપરથી ગુતો કર
વાનો છે ને લશકરનો આશો હીશે વધે
છેઆ ઘટે તો ગુતાના પગારમાંથી તેની વધ
ઘટનું મનરે લેવું આવડુ ઠરશે ને અમીત
શનજુ કે કેપકાલિવર બાંએ અથવા આ
વે તો કંટરાટવાલાનો કાંઈ દરદાવો નહી ને
વલતરપણ મલશે નહી કકત ઊપર લખા
પરમાંણિ નેટોવ તરપ બાંએ તેનો દાવો
ઊપર લખા પરમાંણિ મલશે.

૪ હરાજનાં તથા બીડેલી ચીઠીઓનાં
જણાવુ કે આટલા રૂપીઆ દર મહીને કુંપ
ની શીકાના શરકારને આપીશુ ને ને કોઈ
હરાજનાં માંણણી કરવા આવશે તથા મુ
ખાઈ કાંનેશરી જનરાલ શાહેબની હાકીશનાં
ચીઠી આપવા બાંએ તે ધણી પેહેલાંથી અનાં
મતના રૂપીઆ ૫૦૦ દારૂના ગુતાના તથા
રૂપીઆ ૨૫ ગાંબ અકીમ વીગરેના ગુતાના
ના નહી મુકશે તો તેની ચીઠીઓ લેશે નહી
અને ને કાંઈ ધણી હરાજનાં બોલા પછે
તથા ચીઠીઓ આપા પછે કંટરાટનાં કાગજ
ઊપર શહી કરવાને ઢીલ કરશે આ બાંહાંનું
કાડશે અથવા નાંમુકરબાંએ તો તે અનાંમત
ના રૂપીઆ શરકાર દામલ થાશે ને ને શ
મશને માંણણી અથવા ચીઠી મંજુર થશે ને
ધણીપાશ્વેથી બીબ રૂપીઆ બાકીના નેટલા
એક મહીનાના ભરણાના ઠરશે તેટલા પુરા
કરાવી લેશે પેશગી રાખવાને વાશતે અને
તે પેશગીના રૂપીઆ બબર માસતર શાહેબ
ની તીજારીનાં અનાંમત રેશે બંહાંશુધી
ગુતો પુરા થાશે તાંહાંશુધી.

૫. વલી એ શવાએ ગુતા રાખનાર ધણી
એ શારા આબરદાર અને મોહુતેબ બંમીન
આપે તે બંમીન પોતે પામે રહીને ગુતા બ
રાખર કરાર પરમાંણિ અલાવે અને કદી શર
કારના ભરણાનાં મોટ પડે તે બંમીન પુરી
કરી આપે.

૬ ગુતાવાલા ધણી ગુતાનું દર મહીના
નું ભરણું દર મહીનાની પેલી તારીએ પેશગી
આપે તે તારીખ ૧ ન બર શને ૧૮૫૪ થી
શરૂ કરે.

૭ કદાપી કાંઈ છાનો દારૂ ગોરા શાજ
રાને વચ્ચે હોએ તેને પકડવાને કમાંડોંગ

શાહેબ મુનાશબ બંજીને પોલીશના માંણશ
બંહાસતે રાખવા નાંઈએ તો તે રાખવાનો
ને અરચ થાશે તે ગુતા લેનાર ધણીઓને
આપવા પડશે.

૮ આ ગુતા કોઈ લે તેનો નશો તથા
નુકશાન તે ધણીનું છે અને ગુતાવાલા ધણી
ઓને અશનાંની શલતાની શમંધી કશુ મન
રે મલનાર નથી શવાએ ને કોઈ પુધુ
કંટરાટનાં લખેલું છે તેથી બીબ કાંઈ મનરે
મલશે નહી વાશતે ને કાંઈ અરજ કરશે તે
ગુતાના રૂપીઆનાંથી પાધુ મનરે લેવાને
તે અરજ કાંઈ શાંમલશે નહી.

૯ આ કંટરાટ શમંધી વગતવારે પુધુ
હશે તો શા દીશાના કાંપમધે બબર તથા પો
લીશ માસતરની હાકીશનાં તથા મુખાઈ મધે
કાંનેશરી જનરાલ શાહેબની હાકીશનાં રવી
વાર શીવાએ દર રોજ કલાક ૧૦ થી કલાક
૪ શુધી અરજ કરશે તેને ખતાવી વાકક
કરશે.

૧૦ ગુતા બંહાશુધી મોલટરી બોરડ મં
જુર કરે તાંહાં શુધી કશી પરકારે મુકર
થાશે તે બંજીવો નહી.

૧૧ ને કાંઈની ચીઠી અથવા માંણણી
રદ કરશે તેનું કારણ કેશે નહી.

શદર બબર આવડી અને પોલીશ
હાકીશ કાંપ દોશ તારીખ ૧૮
જુલાઈ શને ૧૮૫૪.

W. B. SALMON, Major,
Acting Assist. Commy. Genl. N. D. A.,
In charge Bazars and Police D. F. B.

BANK OF BOMBAY.

DISCOUNT.

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

INTEREST.

On Fixed Loans on Government }
Notes } 4 ditto.
On Cash Credits and Loans on }
Government Notes..... } 5 ditto.
On Loans on deposit of Goods.... 6 ditto.

Bills payable within one month are discounted under the above rate, and Discount will be refunded on all Bills paid before maturity, at 3 per cent. under the rate charged, for the unexpired portion of the time such Bills may have to run.

The rate of advance on deposit of Government Notes is 90 per cent., and on Goods three-fourths the approved value.

Loans on Goods, &c.

Advances are granted on the security of Goods not of a perishable nature deposited in private Godowns situated either in the Fort, or in Grant Buildings, Colaba.

By Order of the Board of Directors,

J. STUART,

Secretary and Treasurer.

Bank of Bombay, 20th July 1854.

Insolvent Debtors' Court.

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

Names.	Profession.	Denomination.	Place of Residence in Bombay.	Dates of Petitions filed.		
				Day.	Month.	Year.
Cursondass Jairam ..	Merchant.....	Hindoo.....	Within the Fort, at Thacoorwadda Street.	22nd	August	1854.
Dinnanath Babajee ..	An English Writer, at present unemployed.	Ditto	Without the Fort, near Koombartookda.	28th	"	"
Ameenabeebee, widow of the late Fuckeer Ahmed Chawolkur, deceased.	None	Mahomedan..	Without the Fort, at New Cazeer Street.	30th	"	"
Memon Motty Abbn, and Memon Hasum Arbany.	Hay Merchants	Ditto	Without the Fort, in Memon Wadda.	"	"	"
Frederick Augustus Byrnes.	Lately employed as an Extra Engineer on board the Bombay Steam Navigation Company's Steamer "Victoria."	European....	Lately without the Fort, in Mazagon (at present in the Bombay Gaol).	2nd	Sept.	"
Ramchunder Govindjee.	A Clerk in the Sudder Adawlut at Bombay.	Hindoo.....	Lately without the Fort, on Girgaum Road (at present in the Bombay Gaol).	4th	"	"

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

Days appointed for Hearing the Petitions of the undermentioned Insolvents.

Names.	Time.		
	Day.	Month.	Hour.
Frederick Augustus Byrnes.....	3rd Monday.....	September instant.....	11 o'clock.
Dayal Khemjee.....	Ditto	Ditto	Ditto.
Ramchunder Govindjee	Ditto	Ditto	Ditto.
Hajee Mahomed Hoossein Kurmance....	1st Monday	October next.....	Ditto.
Dinnanath Babajee	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.

Dividend payable in the undermentioned Estate.

Sadasew Wisswanathjee, 3rd Monday in September instant, of 4 per cent.

W. BROOKFIELD,

Acting Clerk of the Court.

Clerk of the Court's Office, Fort, Bombay, this 5th day of September 1854.

નાદાર દેવાદારોની કોર્ટ રજીસ્ટ્રેશન.

જાહેર ખાસર એ ઊપરથી આપવાનાં આવેલું, ન વીગત શાયે હુની હુકમ ને જુદી જુદી આશાનીઓના નાનો લખેલાં છે, તેઓએ જુલુઈની નાદાર દેવાદારોનાં છુટકા કરનારી

કોરટને અરજીઓઆપી છે, તેમાં એકએકની અરજ એવી છે ન વીકટોરીઆના અગીઆર ને વરસે ને ધારો કરીને ઠરાવો છે, તેના એકવીશમાં બાબતના ઇલાજ હોવાને મલે.

નામ.	ધંધો.	ખત.	રહેવાનું ઠેકાણું મુંબઈ મધ્ય.	અરજીઓ દાખલ કરાની તારીખ.		
				દાહાડા.	માસ.	વરસ.
કશનદાસ જીરામ.	વહેપારો	હોંડુ	કોરટના ઠાકોર કુવારા નોલાનો.	૨૨	આગ	૧૮૫૪.
દીનાનાથ બાબાભાઈ	અંગરેજી લખનાર હાલમાં વગર ધંધો.	એન.	કોરટબાહાર કુંભારગુડા આગલ.	૨૮	એન	એન
અમીનાબીબી તે મરનાર કુકીર અમદાવેલકરની વીધવા.	કંઈનહી	મુશલમાં ન.	બારકોટ નવા કાલો નોહોલાનો.	૩૦	એન	એન
મેમન મોતી આબા તથા મેમન હાશમ અરબાણી.	શુકા ધાસનો વહેપારો	એન	બાહારકોટ મેમન ન વાડાનો.	એન	એન	એન
ફરેડરીક આગશટસ બેરનસ.	આગલ મુંબઈ ઇંશરીમ નાવોગેશન કંપનીની ઇંશરીમર વીકટોરીઆ ઊપર વધારે ઇંજનેર કરીને આ કરી કરતો હતો.	ઇરોપી અન.	આગલ મુંબઈના કોરટબાહાર મળગાંમનાં હવડાં મુંબઈની ટુરંગનાં.	૨	શપટેન	એન
રામચંદર ગોવિંદભાઈ	મુંબઈ શદર અદાલતમાં લખનારો.	હોંડુ.	આગલ બારકોટ ગીરગાંમના રસતા ઊપર હવડાં મુંબઈની ટુરંગનાં.	૪ થા	એન	એન

ઊપર લખેલા નાદાર દેવાદારોની અરજીઓની બાબતમાં શીરશતા પરમાંણે હુકમ થયા છે, ને ઊપર લખેલા ધારાની શાતની કલમ પરમાંણે નાદાર દેવાદાર મજકુરોની થાવર તથા નંગમ મીલકત તથા મીન વશત આ નામદાર કોરટનાં આફીશીઆલ આ શાએનીના તાબામાં આપે *

નીચે લખેલા નાદારદેવાદારોની અરજીઓ શાંભલવાશર ઠરાવેલા દીવસ.

નામ.	ખત.		
	દાહાડા.	માસ.	કલાક.
ફરેડરીક આગશટસ બેરનસ	૩ જા શામવાર.	માલતો શપટેન	૧૧
દયાલ મેનભાઈ	એન	એન	એન
રામચંદર ગોવિંદભાઈ	એન	એન	એન
હાલમહમદ હસેન કરમાણી	૧ જા શામવાર.	આવતો અકટે	એન
દીનાનાથ બાબાભાઈ	એન	એન	એન

આડા આવનાર લેણદારોએ, થોડામાં થોડા શાંભલવાના તણ દાહાડા અગાઉ, શોગણનાંમાથી શાબી ત કરેલા પોતાના દાવા હમારી આફીશમાં દાખલ કરવા જાઈએ. તથા શીરશતા પરમાંણે તેઓને ફી આપવી જાઈએ. ઊપર લખેલા નાદાર દેવાદારોએ પોતાનાં દેવાની, તથા માલ મીલકતની, રીપો હમારી આફીશમાં દાખલ કરાવી છે *

નીચે લખેલા ઇશ્ટેટના ફાલા આપવાને ઠરાવીઆ છુ તેહુની વીગત *

નામ.	વખત.		શેકડે રકા.
	દાહાડા.	નાશ.	
શદાશીવ વીશવનાથજી	૩ જો મોનવાર.	આલતો શપટેન બર.	૪ જો.

૧. બુરક ફીલડ,

કોરટના આકટોંગ કલારક સહી.

શ્રી મુંબઈના કોરટમે, કોરટના કલારકની આક્રીશનાં,
હામી તારીખ ૫ મી શપટેનબર સને ૧૮૫૪.

(True Translation)

J. FLYNN, Chief Translator.

Notice

Is hereby given, that verbal offers will be received at the Office of the Superintendent of Bazars at Ahmednuggur, and sealed tenders at the Office of the Commissary General, Bombay, at 12 o'clock (noon) on Friday the 6th of October 1854, for the contracts for the exclusive privilege of SELLING ARRACK and COUNTRY LIQUOR, and OPIUM to the Native Troops and Followers in the Cantonment of Ahmednuggur, and also to the Inhabitants of the town of Ahmednuggur, for a period of one year, from the 1st of November 1854 to the 31st of October 1855.

2. The contracts will be sold for the number of Troops present on the day of sale, and the amount to be paid by the contractor will not be increased or decreased as Troops arrive at or depart from the Station, unless the number of Native Troops present shall at any time during the existence of the contracts exceed or fall short of the number present on the day of sale by more than one-fourth part, in which case the payments to be made by the contractors will be increased or decreased to such extent as may be fixed by a Committee of Officers, to be appointed on behalf of Government.

3. The Troops now composing the Brigade are as follows:—

	Strength.
Head Quarters 1st Battalion Artillery.	
1st Company 2nd Battalion Artillery, attached to the 1st Battalion Artillery.	
Head Quarters 4th Battalion Artillery...	130
Gun Lascars and Drivers attached to the 1st and 4th Battalions Artillery	144
26th Regt. N. I.	840
Camp Inhabitants and Followers, about.	4,942

4. The above contracts will be sold separately, and the revenue derived from them apportioned as follows:—

One-half for the Native Troops and Inhabitants of the Cantonment.

One-half for the City of Ahmednuggur.

5. No person will be allowed to bid for the contracts who has not previously deposited with the Superintendent of Bazars the undermentioned sums, which will be forfeited in the event of there being any delay, evasion, or refusal to execute the

necessary deed of contract by the party whose offer may be accepted:—

Deposit to be made by bidders for
the Liquor Contract Rs. 800
Ditto ditto Drug Contract .. „ 55

6. Each bidder or tenderer must state the sum which he is willing to pay monthly for the contracts, and the parties whose offers may be accepted will be required to deposit with the Superintendent of Bazars the amount of one month's stipulated payment as security for the due performance of the contracts, and they will also be required to make each monthly payment in advance, the first payment to be made on the 1st November 1854.

7. Each bidder or person tendering must produce a certificate, signed by two individuals of unexceptionable character, that they will stand security for him in the event of his offer being accepted.

8. The Distillery will be made over to the new contractor, at the valuation that may be fixed by a Committee of European Officers, should a new contractor take the Liquor contract, and fail to agree with the present owner as to the terms of the transfer.

9. The Opium contractor will have the privilege of selling Ganjah and Bojah in the Cantonment.

10. Only one Shop will be allowed out of the precincts of the Sudder Bazar, which is to be situated opposite to the Police Chowkee, at the place called Mundaee.

11. The Liquor contractor will be obliged to bind himself to defray the expense of maintaining any Preventive Police which the Brigadier may consider necessary for preventing the clandestine sale of Spirits to the European Troops. At present three Peons are kept for this purpose, at the expense of the contractor.

12. The articles of agreement to be entered into may be seen, and all further particulars learnt, on application at the Office of the Superintendent of Bazars, any day between the hours of 10 A. M. and 4 P. M., Sundays excepted.

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

M. W. WILLOUGHBY, Lieut.,
Superintendent of Bazars.

Bazar Office, Ahmednuggur,
30th August 1854.

BOMBAY PRICE CURRENT

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

BEEF.		Rs. a. p.	PORK, FRESH AND SALT (continued).		Rs. a. p.	SUGAR OF SORTS.		Rs. a. p.
Prime Pieces.....	1st sort, 6 to 8 lbs.	1 0 0	Trotters, large.....	per four	0 1 4	Sugar, Pinfa.....	per md. of 28 lbs.	0 4 0
" ".....	2nd " 10 "	1 0 0	" small.....	"	0 1 0	" Candy.....	1st sort, " "	5 8 0
" ".....	3rd " 16 "	1 0 0	Pig's Liver and Heart.....	"	0 2 0	" ".....	2nd " " "	5 4 0
Brisket and Round.....	1st " 10 "	1 0 0	Pork, salt, Country.....	8 lbs.	1 0 0	" ".....	soft.....	5 0 0
" ".....	2nd " 14 "	1 0 0				" ".....	1st " " "	0 0 0
" ".....	3rd " 18 "	1 0 0				" ".....	2nd " " "	3 8 0
Meat for Soup.....	14 "	1 0 0				" brown.....	" " "	3 0 0
Shin, large.....	each	0 3 0				Jaggree.....	" " "	1 14 0
" small.....	"	0 3 0						
Ox Tails.....	"	0 8 0						
Tongue, large.....	"	0 3 0						
" small.....	"	0 2 0						
Heart, large.....	"	0 2 0						
" small.....	"	0 1 0						
Marrow-bone.....	"	0 1 0						
Ox Palates.....	"	0 0 8						
Feet.....	four	0 4 0						
Suet.....	per lb.	0 4 0						
Tongues (salted, dry), Poona.....	each	0 4 0						
" (pickled), Bombay.....	"	0 5 0						
VEAL, SMALL.			POULTRY.			GHEE OF SORTS.		
Hind Quarter.....	1st sort, 4 lbs.	1 0 0	Geese.....	each	3 0 0	Ghee, Kurrahee.....	per md. of 28 lbs.	0 8 0
" ".....	2nd " 5 "	1 0 0	Turkey, cock, Bombay.....	"	7 0 0	" Surat.....	"	7 8 0
" ".....	3rd " 6 "	1 0 0	" hen.....	"	5 0 0	" Bhownagur.....	"	0 8 0
Fore Quarter.....	1st " 5 "	1 0 0	" cock, Goa.....	"	0 0 0	" Balgianty.....	"	0 8 0
" ".....	2nd " 6 "	1 0 0	" hen.....	"	4 0 0	" Ghanty.....	"	5 8 0
" ".....	3rd " 0 1/2 "	1 0 0	Fowls, large, Surat.....	"	1 8 0	" Rajapoor.....	"	0 4 0
VEAL, LARGE.			" small.....	"	1 0 0	" Jafrabad.....	"	0 0 0
Hind Quarter.....	1st sort, 4 1/2 lbs.	1 0 0	" large, Bombay.....	"	0 8 0			
" ".....	2nd " 5 1/2 "	1 0 0	" small.....	"	0 0 0			
" ".....	3rd " 6 1/2 "	1 0 0	Ducks, large.....	"	0 10 0			
Fore Quarter.....	1st " 5 1/2 "	1 0 0	" small.....	"	0 8 0			
" ".....	2nd " 6 1/2 "	1 0 0	Chickens, large.....	per dozen	2 0 0			
" ".....	3rd " 7 "	1 0 0	" small.....	"	1 12 0			
Head.....	1st " each	0 12 0	Hens' Eggs.....	each	0 0 3			
" ".....	2nd " " "	0 10 0	Ducks' ".....	"	0 0 3			
" ".....	3rd " " "	0 8 0						
Feet.....	four	0 4 0						
Liver and Heart.....	each	0 1 0						
MUTTON FOR EUROPEANS.			FRUITS OF SORTS.			GRAIN OF SORTS.		
Saddle.....	1st sort, per lb.	0 3 0	Pine-apples, Bombay, large.....	each	0 0 0	Wheat, Hansia.....	per cdy. of 8 pharas	22 0 0
" ".....	2nd " " "	0 2 0	" ".....	"	0 0 0	" Jambooseer.....	1st sort, " "	20 0 0
" ".....	3rd " " "	0 1 0	" Goa, large.....	"	0 0 0	" ".....	2nd " " "	20 0 0
Leg, Loin, Neck, & Shoulder, 1st.....	"	0 2 0	" small.....	"	0 0 0	" Bhownagur.....	1st " " "	20 0 0
" ".....	2nd " " "	0 1 0	Pomelos, large.....	"	0 12 0	" ".....	2nd " " "	19 0 0
" ".....	3rd " " "	0 1 0	" small.....	"	0 8 0	" Ghantece.....	"	18 0 0
Breast.....	1st " " "	0 1 0	Guavas, large.....	"	0 0 0	" Sindce.....	"	15 0 0
" ".....	2nd " " "	0 1 0	" small.....	"	0 0 0	Gram, Jambooseer.....	"	22 0 0
" ".....	3rd " " "	0 1 0	Oranges, large.....	"	0 0 8	" Ghogaree, new.....	"	20 0 0
Tongue, Sheep's.....	each	0 0 0	" small.....	"	0 0 0	" ".....	old.....	19 0 0
Brains.....	"	0 0 0	" common.....	"	0 0 3	" Ghantece, new.....	"	20 0 0
Head.....	"	0 1 0	Grapes, black.....	per seer	0 0 0	" ".....	old.....	10 0 0
Liver and Heart.....	"	0 1 0	" green.....	"	0 0 0	" Vunjar.....	"	21 0 0
Kidneys.....	"	0 0 4	Melons, Water, large.....	each	0 0 0	" Woodred, Ghantece.....	"	18 0 0
Feet.....	four	0 0 3	" small.....	"	0 0 0	" Malabar.....	"	18 0 0
Suet.....	per lb.	0 4 0	" Musk, large.....	"	0 2 0	" Cutch.....	"	18 0 0
MUTTON FOR NATIVES.			" small.....	"	0 1 0	" Ghogaree.....	"	20 0 0
First sort.....	10 lbs.	1 0 0	Plantains, red, large.....	"	0 0 0	Mutt, Ghogaree.....	"	10 0 0
Second ".....	12 "	1 0 0	" ".....	"	0 0 0	" Ghantece.....	"	15 0 0
Third ".....	10 "	1 0 0	" yellow, large.....	"	0 0 3	" Cutch.....	"	14 0 0
KID, SMALL.			" small.....	"	0 0 2	Mugge.....	"	18 0 0
Hind Quarter.....	1st sort, 4 lbs.	1 0 0	Limes, sweet.....	"	0 0 0	Bazaree, Ghantece.....	"	10 0 0
" ".....	2nd " 5 "	1 0 0	" sour.....	"	0 0 1	" Bhownagur, 1st sort.....	"	20 0 0
" ".....	3rd " 6 "	1 0 0	Potatoes, Negherries, large.....	per seer	0 0 0	" ".....	2nd " " "	18 0 0
Fore Quarter.....	1st " 5 "	1 0 0	" small.....	"	0 0 0	" Rajapoor.....	"	17 0 0
" ".....	2nd " 6 "	1 0 0	" Mahableshwur, large.....	"	0 1 0	Barley, new.....	"	10 0 0
" ".....	3rd " 7 "	1 0 0	" small.....	"	0 0 0	" ".....	old.....	14 0 0
Head, Feet, Liver, and Heart.....	each	0 4 0	" Poona, large.....	"	0 0 0	Toor.....	1st sort, " "	19 0 0
KID, LARGE.			" ".....	"	0 0 0	" ".....	2nd " " "	17 0 0
Hind Quarter.....	1st sort, 4 1/2 lbs.	1 0 0	" Surat, small.....	"	0 0 5	Jowaree.....	"	14 0 0
" ".....	2nd " 5 " "	1 0 0	" ".....	"	0 0 0	Nacheny.....	"	10 0 0
" ".....	3rd " 6 " "	1 0 0	" ".....	"	0 0 0	Vatna.....	"	10 0 0
Fore Quarter.....	1st " 5 " "	1 0 0	Yams, white.....	"	0 0 8	Chowley.....	per phara	3 4 0
" ".....	2nd " 6 " "	1 0 0	" red.....	"	0 0 8	Dall, Broach.....	"	4 0 0
" ".....	3rd " 7 " "	1 0 0	Onions.....	"	0 0 2	" Surat.....	"	4 4 0
LAMB, SMALL.			Ginger.....	"	0 0 0			
Hind Quarter.....	1st sort, 4 lbs.	1 0 0						
" ".....	2nd " 5 "	1 0 0						
" ".....	3rd " 6 "	1 0 0						
Fore Quarter.....	1st " 5 "	1 0 0						
" ".....	2nd " 6 "	1 0 0						
" ".....	3rd " 7 "	1 0 0						
LAMB, LARGE.								
Hind Quarter.....	1st sort, 5 lbs.	1 0 0						
" ".....	2nd " 5 1/2 "	1 0 0						
" ".....	3rd " 6 1/2 "	1 0 0						
Fore Quarter.....	1st " 5 1/2 "	1 0 0						
" ".....	2nd " 6 1/2 "	1 0 0						
" ".....	3rd " 7 " "	1 0 0						
PORK, FRESH AND SALT.								
Pork, fresh.....	10 lbs.	1 0 0						
Pig, Roasting, large size.....	each	1 4 0						
" small.....	"	1 0 0						
Pig's Head.....	20 lbs.	1 0 0						
Sausages.....	5 "	1 0 0						

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 Pice—17 Pices are one Phara—8 Pharas are one Candy—25 Pharas are one Moora.

A Robin of Rice averages about 15 Pices.

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

Published by order of the Board of Conservancy,

J. WATSON, Clerk of the Markets.

Bombay, Monday, 11th September 1854.

Notice

Is hereby given, that the contracts for the exclusive privilege of SELLING ARRACK and COUNTRY LIQUOR, and INTOXICATING DRUGS (Ganjah, Opium, Khushkhus, and Tobacco), to the Troops and Camp Followers at Baroda, for one year, from 1st November 1854 to 31st October 1855, will be put up to competition, at the Office of the Superintendent of Bazars at Baroda, at noon on the 18th September 1854.

2. Verbal offers for the contracts will be received by the above-named Officer on the date and hour specified in the preceding paragraph; and sealed tenders, accompanied by the requisite cash deposit, will also be received by the Commissary General of the Army at Bombay, on the same date.

3. No person will be allowed to bid or tender for the contracts unless he deposits with his offer the sum of Company's Rupees (120) one hundred and twenty for the Liquor, and Rupees (60) sixty for the Drug contract, which will be forfeited in the event of delay, evasion, or refusal to execute the necessary deed of contract; and two unexceptionable securities will also be required from the highest bidders, to guarantee their fulfilment of the terms of the respective contracts.

4. The Troops composing the Baroda Brigade are—

	Strength.
1 Company of Golundauze.....	141
2 Regiments of Native Infantry.....	1,332
Camp Followers	1,883

But the contracts will be sold for the actual number of Troops that may be present on the day of sale, which will be duly notified to the bidders at the time, and the amount of the monthly payment shall not be increased or decreased on account of Troops arriving at or departing from the Cantonment, unless the strength of such Details exceeds one-fourth the number of men for whom the contracts have been entered into. It is, however, 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.

5. The conditions of the contracts shall not be considered binding, or in force in any respect, until the same are confirmed by the superior authority.

6. The person or persons whose tenders may be accepted will be required, ere entering on the performance of their contracts, to deposit with the Superintendent of Bazars the amount of one month's stipulated payment, as his or their personal security for the due execution of the agreement. This is to be in addition to the monthly payment in advance of the sums tendered for the contracts.

7. Further particulars relative to these contracts will be made known on application at the Office of the Superintendent of Bazars at Baroda, and that of the Commissary General of the Army at Bombay, from 10 A. M. till 4 P. M. every day, Sundays excepted.

8. The contractor will have to defray the expenses of maintaining a Preventive Police, when and wherever the Brigadier Commanding may

deem necessary, for the suppression of clandestine sale of Spirits to European Troops.

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

A. CRAWFORD, Captain,
Superintendent of Bazars.

Superintendent of Bazars' Office,
Baroda, 21st July 1845.

જાહેર ખબર

આપીઆનાં આવે છે ને મવડાંનો દારૂ રેડ ગાંજા અફીણ મશમશ તથા તમાચુનો ગુતો વરોદરાની કાંપનાં લશકર તથા કાંપનાં રહેવાસી લોકોને વચવાશારૂ વરસ વનો તારીખ ૧ નવેમ્બર સને ૧૮૫૪ થી તે તારીખ ૩૧ અક્ટોબર સને ૧૮૫૫ સુધી જાહેર લીલાંન કરીને વરોદરાની બજાર નાશતર શાહેબની હાકીશનાં તારીખ ૧૮ સપ્ટેમ્બર સને ૧૮૫૪ ને દીને બપોરનાં વચારે.

૨ જાપર ખબલા ગુતાવીએ મોહાડાની અરબ જાપલી કલનનાં લખેલી તારીખે તથા કલાકે વરોદરાનાં બજારનાશતર શાહેબ લે છે તથા બીડેલી ચીઠીઆ અનામત રૂપીઆ શાથે તેજ તારીખે ચુલાઈનાં કમીશરી જન રાલ શાહેબ લેશે.

૩ ને મશમશ દારૂનાં ગુતાવીએની અરબ કરશે તો પેહેલા કુમપની રૂપીઆ ૧૨૦ અંકે એકશે અને વીચ તથા ગાંબ વીગરેનાં ગુતાવીએ કુમપની રૂપીઆ ૬૦ અનામત નહીં મેલશે તો તેહેને જાપર લખેલા ગુતાવીએ અરબ કરવા અથવા ચીઠી આપવા દેશે નહીં અને ને ધણી કનતરાબ સહી કરવાને કીલ કરશે અથવા બાહાજું કાઢશે અથવા ના કયુલ જશે તો તે રૂપીઆ શરકાર દાખલ થશે અને ને ધણી વધારે રૂપીઆ આપવા કયુલ કરશે તે ધણી પાસેથી દર કનતરાબ વીશે મોતેબર ૨ જામીન લીધાનાં આવશે કનતરાબની શરતો પુરી પાડવાનેશારૂ.

૪ વરોદરાના કાંપમથે હાલ લશકર છે તેની વીગત.

૧ કુમપની ગાલંદાબ એટલે તોપ

ખાંનાની તેનાં નાંણશે.... ૧૪૧

૨ પલટણા કાલી પેલ્લની તેના

નાંણશે..... ૧૩૩૨

કાંપનાં રહેવાસી લોકો..... ૧૮૮૩

પૂણ હરાજને દીને જરૂર લશકર કાંપનાં હાલ રહે છે તેટલાં નાંણશે વીશેનો કનતરાબ કરનાં આવશે ને તે હરાજની વખતે લોકોને જાહેર કરનાં આવશે તેટલા નાંણશેનાં ના ભાગથી વધારે નાંણશે કાંપનાંથી જશે અથવા આવશે તો તેવીએ દર મહીનાંની બેલીનાં રૂપીઆના વધારે અથવા ઘટા રો કરનાં આવશે. ના ભાગથી એકા નાંણશે જશે આવશે તો તેવીએ ગુતાવાલાને કશી છુટ મેલવાનાં આવશે નહીં અથવા તે

હેની પામેથી વધારે રૂપિયા લીધાનાં આવશે નહીં પણ લોકોએ શાક બાજુ કંઈક પાંખનાં રે હુવાથી લોકોનાથી રેરકાર થશે તે ને વીશે કનતરાજવાલાએને કથી છુટ આપાનાં આવશે નહીં કંઈક પાંખનાંથી બપર લખેઆં પરનાંથી લશકરી માંણેએ જશે તેજ કનતરાજવાલાએને છુટ મલવાનાં આવશે.

૫ કનતરાજ અંહાશુધી શરકારનાં મન જુર નહીં થશે તાંહાશુધી કાંઈ રોતે અમલનાં આવા હેતુ મનજુર નહીં.

૬ ને ધણીનો કનતરાજ કબુલ થાશે તે ધણીપામેથી કનતરાજ અલાવાં પેહેલાં તેનાં કનતરાજનાં એક મહીનાની યોલોના રૂપિયા બપર માશતર શાહેબની હાકીશનાં અનામતલીધાનાં આવશે કનતરાજ બરાબર અલાવાંની આદનાં એ રૂપિયા દર મહીને કનતરાજનો યોલોનાં રૂપિયા પેશગી ભરવા પડશે તેથી જુદા બંણવા.

૭ એ કનતરાજવીશે વરોદરાનાં બપર માશતર શાહેબની હાકીશનાં તથા મુખાઈની કામેશરી જનરાલ શાહેબની હાકીશનાં પુછેથી રવીવાર શીવાએ દરરોજ શવારનાં ૧૦ કલાકથી તે શાંજનાં ૪ કલાક શુધી બહેર કીધાનાં આવશે ને કાંઈ વધારે પુછવાયુ હશે તે.

૮ ને વેલાએ તથા (વખતે) ને જગાએ બરીગેડીઅર શાહેબની ધાંનનાં જરૂર માલ ન પડશે તે વેલાએ ચોરી છુપીથી ગોરા શે જરોને દારૂ વેચાતો હશે તેહુને અટકાવ કરવાશરૂ ચોકીદારો રાખવાનો હુકમ કર માવશે અને તે ચોકીદારોનો પગાર કનતરાજવાલાએ આપવા પડશે.

૯ નેહેની અરજનાં કબુલ થાશે તેહેજુ કારણ કહાનાં આવશે નહીં.

બપર માશતર શાહેબની હાકીશ મુકામ વરોદરા તારીખ ૨૧ જુલાઈ મને ૧૮૫૪.

A. CRAWFORD, Captain,
Superintendent of Bazars.

Notice

Is hereby given, that the privilege of TAKING the FRUITS of different sort of Trees standing on Government Ground situated in the different Villages in the Mahim District, for a period of three years, commencing from 1st November 1854, will be put up to sale by PUBLIC AUCTION, at his Office, on Monday the 2nd October 1854, at 1 o'clock in the afternoon.

Further particulars and the conditions of the sale may be ascertained on application at the Collector's Office.

F. HUTCHINSON,
Collector of Bombay.

Bombay, Collector's Office,
8th September 1854.

બહેરનાંમુ.

જાહેરું ને માહીન હુકડીના ગાંમનાં શરકારી જમીનબપર બતબતનાં બહાડો છે તેનાં કંલો તારીખ ૧ માહે નવંબર મને ૧૮૫૪ થી તરણ વરશની હુદતશુધી લેવા નો હુક તારીખ ૨ માહે અક્ટોબર મને ૧૮૫૪ શામવારને દીને કલેક્ટરની કચેરીનાં બારબપર એક વાગતે બહેર લીલાંન ક રોને વચવાનાં આવશે.

બીજુ કાંઈ પુછવુ હશે તે તથા વચાણનો કરાર કલેક્ટરની કચેરીનાં પુછેથી માલમ થાશે.

શહી.

એક. હામીનશન,

મુંબઈ ને કલેક્ટર.

તારીખ ૮ મી માહે મેપટંબર
મને ૧૮૫૪ ઇશવી મુકામ મું
બઈ કલેક્ટરની કચેરી.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

જાહિરનામા

એસાજે માહિમ તુકડીતીલ ગાવાંત સરકારી જમીનીવર જાતજાતીવીં શાહે અહિત ચાંચી ફલે તારીખ ૧ નવંબર સન ૧૮૫૪ પાસૂન ત્રીન વર્ષાંચે મુદતી પર્વત બેખ્યાચા હક તારીખ ૨ અક્ટોબર સન ૧૮૫૪ સોમવારચે રોજીં કલેક્ટરચે કચેરીંત વારાવર એક વાજતાં જાહિર લેલાંવ કરૂન વિકલા જાઈલ.

૨ દુસરેં કાંઈ પુસણે અંસેલતેં વવિકરીચે કરાર કલેક્ટરચે કચેરીંત વિચારલેં અસતાં માલુમ હોતીલ.

સહી.

એફ. હચીનસન,

મુંબઈચે કલેક્ટર.

તારીખ ૮ સપ્ટેંબર સન ૧૮૫૪ ઇસવી
મુકામ મુંબઈ કલેક્ટરચી કચેરી.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice

Is hereby given, that the Collector of Malabar will PURCHASE all such SALT, the produce of Bombay, or other places subordinate thereto, as may be required for the use of the undermentioned Gollahs, from 1st September to 30th November 1854, at the rates detailed below :—

Cannanore, at Rs. 28 per garce of 120 Indian mds.			
Tellicherry, „ 28 ditto ditto ditto.			
Calicut, „ 29 ditto ditto ditto.			
Ponany, „ 30 ditto ditto ditto.			
Chowghaut, „ 32 ditto ditto ditto.			

It is further notified, that the Salt will be measured by Parrahs (of one Indian maund) of the same capacity as the sample received from Bombay.

H. CONOLLY,
Collector.

Malabar, Collector's Office,
Calicut, 28th August 1854.

ખહેરનાંમું.

એહેરું ને ઝુંબડીનાં અથવા ઝુંબડીનાં તાપા
ની જગાનાં પાકેલાં મીઠાંનાં હેતુ નીચે લખેલા
ગોલાશર ને રૂઝું નાં એ તે રૂઝું મીઠું નહા
રનાં કલેક્ટર શાહે તારીખ ૧ માં હે રૂપર
અરથી તે તારીખ ૩ માં હે નવંબર રૂને ૧૮૫૪
શુધી નીચે લખેલા ભાવ પરનાં હે વચાવું
લેશે *

કાંનાં નેરનાં ૧૨૦ બંગાલી નણના
દર ગારશનાં રૂ. ૨૮ પરનાં હે.
તાલચેરી એજન. રૂ. ૨૮ એજન.
કાલીકોટ એજન. રૂ. ૨૯ એજન.
પોનાની એજન. રૂ. ૩૦ એજન.
ચોષાટ એજન. રૂ. ૩૨ એજન.

૧લી ખહેર કરવાનાં આવે છે ને ઝુંબડીથી
નમુના આપા પરનાં હે દર બંગાલી નણના
કરથી મીઠું માપશે *

શહી.

વી. કાનલી,

કલેક્ટર.

તારીખ ૨૮ મી માં હે આગસ્ટ
રૂને ૧૮૫૪ ઇસવી મુકામ નહ
આર કલેક્ટરનો કચેરી કાલી
કોટ.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

જાહિરનામા.

એસાજે મુંબઈ અથવા મુંબઈ તાબ્યતીલ જાગ્યાંત પિકલેલે
મિઠાપૈકીં ખાલીં લિહિલેલે ગોલ્યાંકરિતાં જિતકેં પાહિજે તિતકેં
મીઠ મલબાર ચેથીલ કલેક્ટર સાહેબ તારીખ ૧ સપ્ટેમ્બર
પાસૂન તારીખ ૩૦ નવેમ્બર સન ૧૮૫૪ પર્યંત ખાલીં લિહિલેલે
દરામમાણેં ધરીદ ધેતીલ.

કાનાં નેર ૧૨૦ બંગાલી મણાચેં	દર ગારસાસ રૂપયે ૨૮ પ્રમાણે.
તાલચેરી કિતા	કિતા ૨૮ કિતા.
કાલીકોટ કિતા	કિતા ૨૯ કિતા.
પોનાની કિતા	કિતા ૩૦ કિતા.
ચોષાટ કિતા	કિતા ૩૨ કિતા.

આગણીં જાહિરખબર દિહીં જાતે જે મુંબઈહૂન નમુના આ
લ્યામમાણેં દર બંગાલી મણાચેં ફચાને મીઠ માપતીલ.

સહી.

વી. કાનલી,
કલેક્ટર.

તારીખ ૨૮ માં હે આગસ્ટ સન ૧૮૫૪ ઇસવી મુકામ
મલબારચેં કલેક્ટરચી કચેરી કાલીકોટ.

VENAYEK WASSOODEW,
Oriental Translator to Govt.

Notice.

Tenders will be received at the Office of the Com-
mander in Chief Indian Navy from persons will-
ing to supply SHIP TONNAGE for the CONVEYANCE
from Mangalore to Calcutta of about (150) one
hundred and fifty tons of Loose COIR, be the same
more or less.

The Tenders must specify the rate per ton of

four candies, or (2,240) two thousand two hundred
and forty pounds, and the time when the Vessel
will be at Mangalore to receive the Coir.

The Coir will be placed on board in bundles,
which must be preserved entire, and be delivered
at Calcutta in like good order, according to weight.

The Master of the Vessel, or authorised Agent
for the owner at Mangalore, will be required to
see the Coir weighed, and the Bundles counted,
and to sign the Bill of Lading, or such other docu-
ment connected with the lading of this article as
the Principal Collector of Mangalore may require
of him.

The Freight will be paid in Calcutta on the com-
pletion of the delivery of the Coir, in conformity
with the terms of the Bill of Lading.

The Commander in Chief reserves to himself
the right of rejecting any Tender, without assign-
ing cause for so doing.

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

Commodore's Office, Bombay,
12th September 1854.

PROCLAMATION.

BOMBAY TO WIT.—By virtue of a Precept
to me directed, I hereby proclaim and give
notice, that the SESSION of OVER and TERMINER,
and GENERAL GAOL DELIVERY, will be holden
before the Supreme Court of Judicature at Bombay,
at the Court House, on Monday the 25th day of
September instant, at 11 o'clock in the forenoon,
for the trial of all Treasons, Murders, and other
Felonies, Perjuries, Trespasses, and other Crimes
and Misdemeanors, had, done, or committed with-
in the Town and Island of Bombay, and the Limits
thereof, and the Factories subordinate thereto; and
also to inquire, hear, and determine, in like man-
ner, all Treasons, Murders, Felonies, Forgeries,
Perjuries, Crimes, Extortions, Misdemeanors, Tres-
passes, Wrongs, Oppressions, had, done, or com-
mitted by any of Her Majesty's British Subjects
in any of the Territories which now are subject to,
or dependent upon the said Government of Bom-
bay, or within any of the Dominions of the Native
Princes of India in alliance with the said Go-
vernment.

And also, that at the same time and place will be
holden a Session of Admiralty, for the trial of all
Treasons, Murders, Piracies, Robberies, Trespass-
es, Misdemeanors, and other Crimes and Offences,
had, done, perpetrated, or committed on the High
Seas.

And I hereby give notice to all persons bound
to prosecute and give evidence at the above Ses-
sions, or in any way concerned therein, that they
are to attend at the time and place above mention-
ed, and not to depart without leave of the Court.

And I hereby give notice to all Justices of the
Peace, Coroners, Escheators, and also all Chief
Constables and Bailiffs of the Town and Island of
Bombay and the Limits thereof, that they be then
and there in their own persons, with their Rolls,
Records, Indictments, and other Remembrances, to
do those things which to their offices in that behalf
appertain to be done.—Dated this 8th day of
September 1854, and in the Eighteenth year of
the Reign of Her Majesty Queen Victoria.

F. LEGGETT,
Sheriff.

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

Date of the Remittance Lists.	From what Pay Office received.	By whom made.	In whose favour.	To what Presidency.	Date of the receipt in the Military Accountant's Office.	Amount.	Date when forwarded.
1854.						Rs. a. p.	1854.
June 1st	Pay Office Poona Division Army.	Captain C. Ponsonby, Acting Assistant Quarter Master General, Poona Division Army.	To Major of Brigade at Cawnpore, to pay to Subedar Major Luximon Sing, 3rd Class Killedar of the Fort of Chokun,	Agra	1854. July 1st	16 11 2	July 4th
" "	Ditto ditto	Private Bustee Coonbee, 24th Regt. Bombay N. I. ...	Father, Loadie Coonbee ...	"	" "	20 0 0	" "
" "	Ditto ditto	Private Ramdeen Sing, 24th Regt. Bombay N. I. ...	Private Beesaisar Sing, 4th Co. 24th Regt. Bombay N. I. ...	"	" "	41 0 0	" "
May 28th	Pay Office Northern Division Army.	Naique Ramchurun, 6th Co. 25th Regt. Bombay N. I. ...	Private Nundram Tewaree, Light Co. 25th Regt. Bombay N. I., on furlough ...	"	" 5th	50 0 0	" 8th
" "	Ditto ditto	Color Havildar Jham Singh, 25th Regt. Bombay N. I. ...	Meeturjeet ...	"	" "	101 0 0	" "
" 15th	Ditto ditto	Paymaster 2nd Regt. L. C. ...	The Officer Commanding at Mynpoory, on account of Pay in arrears to Trooper Ahmon Sing, of the F Troop 2nd Bombay L. C., for September 1853, as per Existence Certificate ...	"	" "	7 8 0	" "
June 1st	Ditto ditto	Paymaster J. D. Swinburns, H. M.'s 23rd Regt. ...	The Paymaster 8th (King's) Regt., Agra...	"	" "	0 10 0	" "
" "	Ditto ditto	Paymaster 9th Regt. N. I. ...	The Collector of Ittaie, payable to Surroop Sing, residing at Purrum Dham village, zillah Ittaie ...	"	" "	25 0 0	" "
" "	Ditto ditto	Ditto ditto ...	The Collector of Furruckabad, payable to Khooshial Sing Powar Thackoor, village Jhuppoolah, purgunnah Syzaha-poor, zillah Hindoostan ...	"	" "	90 0 0	" "
" "	Ditto ditto	Ditto ditto ...	The Collector of Allahabad, on account of Private Mynoo, Gr. Co. 9th Regt. N. I. ...	"	" "	100 0 0	" "
" "	Ditto ditto	Ditto ditto ...	The Collector of Allahabad, on account of Private Sewrutton Soocool, 2nd Co. 9th Regt. N. I. ...	"	" "	70 0 0	" "
" "	Ditto ditto	Ditto ditto ...	The Collector of Allahabad, on account of Naique Lala Ram, Gr. Co. 9th Regt. N. I. ...	"	" "	300 0 0	" "
" "	Ditto ditto	Ditto ditto ...	The Collector of Allahabad, payable to Deergey Sing, residing at Issunpoora village, purgunnah Dullipoor, zillah Hindoostan ...	"	" "	50 0 0	" "
" "	Ditto ditto	Paymaster 1st Gr. Regt. N. I. ...	To the Major of Brigade at Mooltan, on account of Naique Shaik Ahmed, on Recruiting Service ...	"	" "	100 0 0	" "
" "	Ditto ditto	Sepoy Soomair Sing, Right Flank Co. 1st Gr. Regt. N. I. ...	Munsaram Darmanee, Store Lascar in the Magazine at Cawnpore ...	"	" "	40 0 0	" "
" "	Pay Office Southern Division Army.	Private Buldie Aheer, 6th Co. 8th Regt. N. I. ...	To the Major of Brigade at Cawnpore ...	"	" 11th	16 8 0	" 12th

POST OFFICE NOTICES.**OVERLAND MAIL.**

The Overland Mails, *viâ* Marseilles, and *viâ* Southampton, per Honorable Company's Steamer "FEROZE," will be closed on THURSDAY the 28th instant, at 6 o'clock P. M. precisely.

An After-Packet will be kept open, until 7 o'clock P. M., for Bearing Letters only, on the usual terms.

Letters for the United Kingdom directed *viâ* Marseilles cannot be prepaid in this country.

CHINA MAIL.

Mails for CEYLON, PENANG, SINGAPORE, HONG-KONG, AUSTRALIA, and MAURITIUS, per P. & O. Co.'s Steamer "ERIN," will be closed on FRIDAY the 15th instant, at 6 o'clock P. M.

Post Office Packets for KURRACHEE and SCINDE, per Bombay Steam Navigation Company's Steamer "BOMBAY," will be closed on SATURDAY the 16th instant, at 2 o'clock P. M.

Bombay, General Post Office, 13th September 1854.

DUNCAN DAVIDSON,
Post Master General.

POSTAL NOTICE.

The following Rules are republished for general information, and guidance of all Post Masters:—

Section XXXI. of Act XVII. of 1837.—"And it is hereby enacted, that the Government shall not be responsible for any loss or damage which may occur in respect of anything entrusted to the Post Office for conveyance, and that no person employed by the Government in the Post Office Department shall be responsible for any such loss or damage, unless that person had caused such loss or damage maliciously or fraudulently."

Section XXVIII. of Post Office Rules.—"In order to protect, as far as possible, the public Mails from the chance of robbery, Officers in charge of Post Offices shall not knowingly receive Money, Bullion, Precious Stones, or Jewels, for despatch, either by Letter or Bhanga Post."

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
8th June 1854.*

POSTAL NOTICE.

The following Notice from the London General Post Office is republished for public information:—

General Post Office, July 1854.

The Overland Mail for India, China, &c., *viâ* Marseilles, will in future be made up and despatched from London on the evenings of the 9th and 25th of each month, instead of on the evenings of the 8th and 24th, as heretofore; except when the 9th and 25th of the month fall on a Sunday, on which occasions the Mail will be despatched from London on the evening of the following day.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
26th August 1854.*

POSTAL NOTICE.

The regular MONTHLY OVERLAND MAILS, *viâ* Marseilles and Southampton, will be closed at this Office, during the ensuing fair Season (September to April inclusive), on the evening of the 28th of each month, except in January, when they will be closed on the 27th.

The MID-MONTHLY OVERLAND MAILS, *viâ* Marseilles and Southampton, will be closed, during the same period, on the evening of the 14th of each month, except in January, when they will be closed on the 13th.

Letters, &c. will be received for despatch by the Overland Mails up to 6 o'clock P. M. on the days specified, an After-Packet being kept open, for *Bearing Letters only*, on the usual terms, up to 7 P. M.

DUNCAN DAVIDSON,
Post Master General.

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

POSTAL NOTICE.

Notice is hereby given, that from 1st proximo NEW POST OFFICES will be ESTABLISHED at Jumboosir, in the Broach Cotton Districts, at a short distance from Tankaria Bunder, and at the town and port of Cambay, in the Kaira Collectorate.

A General Post Line will, from the same date, commence running through the above Offices and Districts, between Kaira and Broach.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
4th September 1854.*

POSTAL NOTICE.

From Monday the 11th instant, the MAILS for TANNA, KHANDAISII, and the NORTH-WEST LINE will be CLOSED on Week-days at 3 P. M. instead of at 2 P. M., and on Sundays at 1 P. M.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
5th September 1854.*

POSTAL NOTICE.

A POST OFFICE has been ESTABLISHED at Hoobli, in the Cotton Districts, 12 miles South of Dharwar, on the Line running between the Southern Mahratta Country, through Sircee in Canara, and the Port of Compta.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
8th September 1854.*

Public Notice.

With reference to Section XVI. of Act XVII. of 1854, it is hereby notified, that as the LETTER POST and BHANGY POST are conveyed in the same Carriage between Bombay and Poona, no Letter, written communication of less weight than 12 tolas, or any Packet of Newspapers, can be sent by the Bhanga Post. Any person forwarding such Letter or Newspaper enclosed in a Parcel, forfeits a sum not exceeding 50 Rs. for every offence.

DUNCAN DAVIDSON,
Post Master General.

*Bombay, General Post Office,
8th September 1854.*

Postal Notice.

The Postal Notices of the 26th December 1853 and 29th May 1854 are cancelled.

Under instructions from the Director General of the Post Office in India, the following rates of Postage will be levied on all printed Books, Magazines, Reviews, and Pamphlets, (whether British, Colonial, or Foreign,) posted in the East Indies for despatch to the United Kingdom, *via* Egypt and Southampton :—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
For each Packet not exceeding $\frac{1}{2}$ lb. in weight	0	5	6
" " " exceeding $\frac{1}{2}$ lb. and not exceeding 1 lb.	0	11	0
" " " " 1 lb. " " 2 lbs.	1	5	6
" " " " 2 lbs. " " 3 lbs.	2	0	0

Beyond which weight no Packet can be sent to the United Kingdom.

The following conditions must in all cases be observed :—

1. Every such Packet must be sent without a Cover, or in a Cover open at the ends or sides.
2. It must contain a single volume only, (whether printed Book, Magazine, Review, or Pamphlet,) the several sheets or parts thereof, when there are more than one, being sewed or bound together.
3. It must not exceed two feet in length, breadth, width, or depth.
4. It must have no writing or marks upon the Cover, or its contents, except the name and address of the person to whom it may be sent.
5. The Postage must be prepaid in full.

If any of the above conditions be violated, the Packet must be charged as a Letter, and treated as such in all respects.

All Books, &c. posted under these Rules, must be transmitted from and to this Office by Bhangy Dawk.

DUNCAN DAVIDSON,

Poona, Post Master General's Office, 26th June 1854.

Post Master General.

Notice to the Public.

As Act No. XVII. of 1854, "For the Management of the Post Office, the Regulation of Duties of Postage, and for the Punishment of Offences against the Post Office," will come into operation on the 1st of October next, the attention of the public is drawn to some of the most material of the changes which have been made in the rates of postage to be paid, and on the conditions under which letters, bhangy parcels, newspapers, pamphlets, &c. will be conveyed by post.

On and after the 1st October 1854 no money payments will be received at any Post Office on account of letters to be despatched prepaid; letters which the sender may wish to despatch prepaid must have postage stamp labels pasted or gummed on them, of value sufficient to cover the postage.

If the value of the stamps affixed to any letter be less than the full amount of postage chargeable, twice the difference between the value of the stamp affixed and the proper postage will be charged on delivery.

Letters sent unpaid will on delivery be charged double postage.

Parcels, newspapers, pamphlets, and printed and engraved papers may be sent paid or unpaid, at the discretion of the sender.

No receipts will be given for any but registered letters on which the authorised registration fee has been paid.

Letters redirected or forwarded will be charged, in addition to the postage paid or due on them, with the rate of postage to which they would be liable had they been posted and prepaid at the place at which they may be redirected.

Provided that the full amount of postage is prepaid, the following rates of postage will be charged for the conveyance of a letter from one Post Office to another within the territories under the government of the East India Company, without reference to the distance to which it may be carried :—

Letters not exceeding in Weight	Postage Charge.	No. of Rates of Postage.
A quarter tolah	Half anna	1 rate.
Half a tolah	One anna	2 rates.
One tolah	Two annas	4 rates.
One tolah and a half ..	Three annas	6 rates.
Two tolahs	Four annas	8 rates.

For every tolah weight above two tolahs two additional annas, or 4 rates of postage. Every fraction of a tolah above two tolahs will be charged as an additional tolah.

J. Smith, Esq.,

No. Jaun Bazar Lane,

Calcutta.

Postage stamp labels should be pasted or gummed on the upper right hand corner* of the letter, on the side on which the direction is written, as in the specimen given in the margin. Postage stamps can only be used once.

The postage chargeable on a newspaper, pamphlet, or other printed or engraved paper published in India, and not exceeding $3\frac{1}{2}$ tolas in weight, will be two annas, without reference to the distance to which it may be conveyed. *Imported* newspapers, &c. not exceeding 6 tolas in weight will be conveyed for the same sum. The conditions under which newspapers are received and transmitted by post remain unaltered.

Banghy parcels will be charged by weight and distance according to the following scale:—

For Distances		If not exceeding in Weight											
		20 Tola.		100 Tola.		200 Tola.		300 Tola.		400 Tola.		500 Tola.	
	Miles.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.	Rs.	A.
Not exceeding	100	0	2	0	4	0	8	0	12	1	0	1	4
Not exceeding	300	0	6	0	12	1	8	2	4	3	0	3	12
Not exceeding	600	0	12	1	8	3	0	4	8	6	0	7	8
Not exceeding	900	1	2	2	4	4	8	6	12	9	0	11	4
Not exceeding	1200	1	8	3	0	6	0	9	0	12	0	15	0
Exceeding	1200	1	14	3	12	7	8	11	4	15	0	18	12

Whenever the Postmaster General of any Presidency shall have notified in the Official Gazette that the banghy post is conveyed in the same carriage with the letter post along any line of road, it shall not be lawful to send by the banghy post any letter or written communication of less weight than twelve tolas, or any packet of newspapers; and every person who shall knowingly send by the banghy post, along any such line of road, any such letter, written communication, or newspaper enclosed in a parcel, shall forfeit for every such offence a sum not exceeding fifty rupees, and postage shall be charged for every such letter, packet, or newspaper, as if sent separately by the letter post.

On all parcels chargeable with banghy postage according to distance when conveyed by land, ship postage shall be charged when they are conveyed by means of the East India Company's post by sea, according to the following scale, viz. on every parcel not exceeding one hundred tolas in weight, eight annas; and for every hundred tolas in weight above one hundred tolas, eight additional annas; and every fraction of one hundred tolas above one hundred tolas shall be charged as one hundred additional tolas; and if such parcel be conveyed by the East India Company's post, partly by banghy and partly by sea, ship postage shall be charged in addition to inland banghy postage.

No person shall knowingly post, or send, or tender, or deliver in order to be sent by the post, any letter, parcel, or packet containing any explosive or other dangerous material or substance; and any person contravening this prohibition shall forfeit for every such offence a sum not exceeding two hundred rupees.

Postage stamps in small quantities can be purchased for cash at every Post Office and Receiving House, and from every licensed stamp vendor. Persons requiring more than nine rupees' worth of stamps can procure them at any Public Treasury, and will be entitled to receive a discount at the rate of four annas for every nine rupees paid.

Unclaimed letters, if the sender's name and address be written on the cover, will be returned to the posting Office to be delivered to the sender, free of all charge. If the sender's name and address is not on the cover, the letters will be sent to the Postmaster General of the Presidency, to be by him opened and returned, if possible, to the sender.

No letter on which the Indian rate of postage is not prepaid can be despatched by Her Majesty's Mails, or to any place to which a post communication shall not have been established by the East India Company.

Letters conveyed by East India Company's packets or posts from place to place by sea, or partly by land and partly by sea, are liable to inland postage only. But letters sent by Her Majesty's Mail packets are liable to British packet postage, and letters sent or received by private ships are chargeable on delivery with a ship postage of one anna, in addition to the inland postage chargeable according to their weight under Act No. XVII. of 1854.

Letter boxes for the receipt of unpaid and stamped letters will remain open at every Post Office day and night, except for a quarter of an hour after the hour fixed for the closing of each mail.

Letters may be registered, on payment of a fee of four annas, which must be prepaid. A receipt will be given to the person posting a registered letter, and a receipt will be demanded from the addressee on the letter being delivered.

(Signed) H. B. RIDDELL,

Director General of the Post Office in India.

General Orders.

MILITARY DEPARTMENT.

BY THE RIGHT HONORABLE THE GOVERNOR IN COUNCIL.

Bombay Castle, 7th September 1854.

No. 582 of 1854.—The following Orders are confirmed :—

Dated 1st August 1854.—By Major Jacob, C.B., appointing Lieutenant Green to perform the duties of Adjutant to the 2nd Regiment Scinde Irregular Horse, in addition to those of Second in Command, during the absence on leave of Lieutenant Briggs, or until further orders.

Dated 10th August 1854.—By Major E. Down, appointing Lieutenant Mason, of the 3rd Regt. N. I., to receive charge of the Bazar and Commissariat Departments at Sholapore, on the departure of 2nd Lieutenant Willoughby from that Station, or until further orders.

Dated 18th August 1854.—By Major C. A. Stewart, appointing Lieutenant Rees to act as Adjutant to the Left Wing 16th Regt. N. I., or until further orders.

No. 583 of 1854.—The following gentlemen are admitted to the Service, in conformity with their appointments by the Honorable the Court of Directors, as Cadets of Cavalry and Infantry on this Establishment. The Cadet for the Cavalry is promoted to Cornet, and for the Infantry to Ensign, leaving the dates of their Commissions for future adjustment :—

Cavalry.

Date of Arrival at Bombay.

No. 215, Mr. Frederick Stephens. 24th August 1854.

Infantry.

No. 213, Mr. Spencer Remington. Do. do.

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

Date of Arrival at Bombay.

Captain J. F. Goodfellow, 20th Regt. N. I. 24th August 1854.

Date of Arrival at Aden.

2nd Lieutenant G. F. Hogg, 1st Eur. Regt. (Fusiliers). 13th August 1854.

Date of Arrival at Bombay.

Conductor John Delany, Commissariat Department. . . . 24th August 1854.

No. 584 of 1854.—Captain F. E. Francis, of the 14th Regt. N. I., is allowed a furlough to Europe for three years, on private affairs, under the old Furlough Regulations.

Bombay Castle, 8th September 1854.

No. 585 of 1854.—Captain H. J. Willoughby, of the 2nd European Regt. L. I., is allowed a furlough to Europe for six months, on Medical certificate, under the new Furlough Regulations.

No. 586 of 1854.—Captain W. S. Furneaux, of the 1st European Regt. (Fusiliers), is allowed a furlough to Europe for three years, on Medical certificate, under the old Regulations.

No. 587 of 1854.—Assistant Apothecary Charles McMorris is relieved from duty in the Indian Navy, and his services are placed at the disposal of His Excellency the Commander in Chief.

Bombay Castle, 9th September 1854.

No. 588 of 1854.—Brevet Major Morse, of the 1st Regt. European Infantry (Fusiliers), is appointed Superintendent of Bazaars at Poona.

No. 589 of 1854.—Captain D'Oyly Compton, of the 29th Regt. N. I., is appointed to act as Pay Master of the Poona Division of the Army, during the absence of Captain H. Willoughby, proceeding on leave to Europe.

No. 590 of 1854.—Lieutenant H. G. G. Shaw, Acting Assistant Superintendent of Bazaars at Poona, is allowed leave of absence from the 1st to the 30th instant, to proceed to Bombay, on Medical certificate.

Bombay Castle, 11th September 1854.

No. 591 of 1854.—Captain H. J. Willoughby, Paymaster Poona Division of the Army, is allowed leave of absence from the 31st ultimo, to proceed to the Presidency, on Medical certificate.

Bombay Castle, 12th September 1854.

No. 592 of 1854.—The following Native promotion is made :—

REGIMENT OF ARTILLERY.

Corps of Gun Lascars.

Date of Rank.

Havildar Dilliel Khan to be Jemadar, vice Byroo Sing, deceased 14th August 1854.

No. 593 of 1854.—Lieutenant A. U. H. Finch, of the Engineer Corps, is appointed Assistant to the Civil Engineer in Khandeish.

No. 594 of 1854.—The following alterations and promotion are made:—

CORPS OF ENGINEERS.

Adjustment of Rank.

Captain W. S. Suart, 1st Lieutenant E. Southey, and 2nd Lieutenant R. P. Malcolm, to take rank, in succession to Wingate, retired.....	}	<i>Date of Rank.</i> 15th June 1854.
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Promotion.

Lieutenant A. DeLisle to be Captain on the augmentation..... 1st August 1854.

Adjustment of Rank.

Lieutenant G. M. Duncan to take rank, vice DeLisle, promoted	"	"
Lieutenant R. P. Malcolm to take rank on the augmentation	"	"

No. 595 of 1854.—The following appointment is made:—

Lieutenant J. C. Hailes to be Adjutant and Quarter Master of Artillery in the Scinde Division, vice Berthon, appointed to the Command of a Light Field Battery.

No. 596 of 1854.—Lieutenant R. P. Malcolm, Assistant Executive Engineer, Ahmedabad, is allowed leave to remain at the Presidency, for the purpose of appearing before the Examination Committee to be assembled in October next.

No. 597 of 1854.—Acting First Hospital Assistant Peter Domingo, attached to the Ghaut Police, Tanna, is transferred to the Indian Naval branch of the Service, vice Da Costa.

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

MARINE DEPARTMENT.

Bombay Castle, 7th September 1854.

No. 135 of 1854.—Assistant Apothecary Charles McMorris is relieved from duty in the Indian Navy, and his services are placed at the disposal of His Excellency the Commander in Chief.

Bombay Castle, 11th September 1854.

No. 136 of 1854.—Mr. Henry Burn, Midshipman, Indian Navy, is allowed an extension of leave till the 30th instant, to remain at Poona, on Medical certificate.

Bombay Castle, 12th September 1854.

No. 137 of 1854.—Acting First Hospital Assistant Peter Domingo, attached to the Ghaut Police, Tanna, is transferred to the Indian Naval branch of the Service, vice Da Costa.

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

Civil Appointments, &c.

POLITICAL DEPARTMENT.

Bombay Castle, 9th September 1854.

Lieutenant F. Schneider, Adjutant of the Sawunt Waree Local Corps, is allowed leave of absence for one month, under the Government General Order dated the 22nd August, No. 541 of 1846, to proceed to Belgaum, on private affairs.

JUDICIAL DEPARTMENT.

Bombay Castle, 7th September 1854.

Mr. F. H. Souter, Acting Superintendent of Police at Dharwar, has been appointed an Assistant Magistrate in that Collectorate, under the provisions of Act XIV. of 1835.

Bombay Castle, 13th September 1854.

Captain H. Hodgson, Superintendent of Police in Surat, is allowed leave of absence from the 20th instant to the 31st proximo, to enable him to appear before the Examination Committee in Bombay.

Captain Whitehill, Superintendent of Police at Sholapore, has been allowed an extension, for three days, of a month's leave of absence granted to him on the 22nd June last, under Section XI. of the Absentee Regulations.

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

TERRITORIAL DEPARTMENT,
REVENUE.

Bombay Castle, 8th September 1854.

Mr. W. Lowden, Supernumerary Assistant to the Superintendent Poona and Tanna Revenue Survey and Assessment, has been allowed leave of absence from the 8th instant to the 20th proximo, to proceed to the Presidency, for the purpose of presenting himself for examination in the Mahratta language before the next General Examination Committee.

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

GENERAL DEPARTMENT.

Bombay Castle, 12th September 1854.

Mr. J. F. Hore, Administrator General, has been allowed leave of absence for one month, from the 2nd proximo, to proceed to Mahableshwur, on private affairs.

Bombay Castle, 13th September 1854.

Mr. G. W. Elliot, of the Civil Service, has passed the prescribed Examination in the Hindoostanee language.

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

SUDDER DEWANEE ADAWLUT.

The Judges of the Sudder Dewanee Adawlut have made the following appointment :—
Azum Wamunrow Purushram to be Acting Moonsiff in the Sholapoor Zillah.

By Order of the Sudder Dewanee Adawlut,
Bombay, Sudder Dewanee Adawlut, 9th September 1854. J. MORRIS, 1st Assistant Registrar.

TERRITORIAL DEPARTMENT,
FINANCE.

The Right Honorable the Governor in Council is pleased to republish the following Notification by the Honorable the Court of Directors :—

East India House, 26th July 1854.

The Court of Directors of the East India Company do hereby give notice—

That the rate of Exchange at which they will receive Cash for Bills on Bengal and Madras will, from the present date and until further notice, be 1s. 11d. the Company's Rupee, and for Bills on Bombay 1s. 11½d. the Company's Rupee.

(Signed) J. C. MELVILL, Secretary.

By Order of the Right Hon'ble the Governor in Council,
H. E. GOLDSMID,
Offg. Chief Secretary to Govt.
Bombay Castle, 13th September 1854.

TERRITORIAL DEPARTMENT,
REVENUE.

Bhasker Govind, 4th Class Mamlutdar of Jamkhair, in the Ahmednuggur Collectorate, to be 2nd Class Mamlutdar of Wun-Dindooree, in that Collectorate.

H. REEVES,
Acting Revenue Commissioner S. D.
Poona, Revenue Commissioner's Office,
5th September 1854.

Notice

Is hereby given, that certain quantities of condemned Biscuit and Flour, the property of Government, will be sold by PUBLIC AUCTION, on Saturday next the 16th instant, at the Commisariat Store, Military Store Lane, at 2 o'clock p. m.

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

J. B. RAMSAY, Major,
Acting Deputy Commissary General.
Bombay, Depy. Comm'y. Genl.'s Office,
12th September 1854.

અહેરમયર

હીઆથી આપનાં આવેણે ન શરકારી
રફ કરેલી બીયકીટ તથા આટો તારીખ ૧૬
ની ચલત મહીનાની ને શનીવારને દીને
ખપારપણી કલાક ૨ ને અમલે કાનિશરીની
૧મારનાં મોકીટરી ઇશ્ટેરલેન આગલ
લીલા કરીને વચ્ચે.

લીલાંબિની સુદત ને તાબરતેખ પગાર ક
રીને શાંન લઇજવા.

ગુલાં ગુલાઈ ટીપુરીકાનિશરીજનરાલની
હાફીય તારીખ ૧૨ ની ચપટેમયર
શંને ૧૮૫૪.

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

PACKETS.

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

NAMES OF VESSELS.	AGENTS' NAMES.	DATE OF INTENDED DEPARTURE.	TO WHAT PORT.	WHERE TOUCHING.
Ferooz	Commander in Chief of the Indian Navy.	28th instant	Suez	Aden.
Erin	P. & O. Steam Navigation Company ..	16th ditto	Hong-Kong	Galle, Penang, and Singapore.
Bombay	Bombay Steam Navigation Company ..	16th ditto	Kurrachee.	
Merchantman	Messrs. Lancaster & Co.	16th ditto	London	Cape.
Lancashire	" Leckie & Co.	20th ditto	Liverpool.	
James Gibb	" Ewart, Latham, & Co.	Despatch	London	
Thomas Spark	" Leckie & Co.	Ditto	Calcutta.	

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

Bombay, General Post Office, 13th September 1854.

DUNCAN DAVIDSON,
Post Master General.

Notice.

The undermentioned Letters, posted in the Bombay General Post Office into the Unpaid Letter Box, cannot be forwarded unless the Postage is prepaid :—

No.	To whom Addressed.	Destination.	Amount of Postage.
			<i>Rs. a. p.</i>
1	Mr. J. W. Richards, Second Mate on board the "Fathely Salane"	Mauritius	0 8 0
1	Mr. Comaron, Komgaroo Point, Moreton Bary	Australia	0 8 0
1	Messrs. Ghughis El. Zahi	Suez	0 8 0
1	Moosajee Esmaljee	Rangoon	0 8 0

DUNCAN DAVIDSON,
Post Master General.

Bombay, General Post Office, 13th Sept 1854.

List of Dead and Unclaimed Overland Letters returned from London, originally despatched from the General Post Office, Bombay.

- 1 Mrs. Aynley, G. H. M. Aynsley, Esq., 6th Madras Cavalry, Military Secretary E. I. House.
- 1 Mrs. Catherine Beattie, kind care of Mr. John Aitchison, Kesh, County of Termannah, Ireland.
- 1 Thomas Bacon, Esq., No. 1 Hesket Crescent, Torquay, Devon.
- 1 Mr. Christopher Eades, No. 23 Ray Street, Liverpool.
- 1 T. F. Gray, Esq., Liverpool.
- 1 William Gillies, Esq., Ayrshire, N. Britain.
- 1 Messrs. Jonathan Pim and Sons, Brewers, Mount Mellick, Ireland.
- 2 Mrs. Kopertzky, 8 Manor Street, Clapham, London.
- 1 Mr. Thomas Lee, care of Mr. Robert Lee, Grocer, King Street, Glasgow.
- 1 Mrs. Arthur Morris, care of Charles Grey, Esq., Clifton, Gloucestershire.
- 1 Mrs. Captain McDonald, 29 Portland Place, Everton, Liverpool.
- 1 Ralph B. Nicols, Fernfield Cottage, Kippen, Sterling, Scotland.
- 2 Lieutenant J. N. Poole, late Ceylon Rifles, care of Craig and Co., London.
- 1 John Rigby, Esq., No. 7 Adelphi, Strand, London.
- 2 John Russel, Esq., Broad Street, London.
- 1 Messrs. Schofield and Sons, Manchester.
- 1 Mr. John Willey, care of Captain Campbell, on board Ship "Charles," Liverpool.
- 1 W. J. Velliers, Esq., Haplegin College, Somersetshire.
- 1 Mr. Fred. Watson, Stewart, Ship "Mobile," Captain Ponsonby, Liverpool.

- 1 Mr. J. Woodcock, Corn Merchant, Marsborough, Yorkshire.

DUNCAN DAVIDSON,
Post Master General.

Bombay, General Post Office,
13th September 1854.

Notice

Is hereby given, that verbal offers will be received at the Superintendent of Bazaars' Office at Sholapoor, and sealed tenders at the Office of the Commissary General at Bombay, on Friday the 6th October 1854, at 12 o'clock (noon), for the contract for the exclusive privilege of SELLING COUNTRY LIQUOR and INTOXICATING DRUGS for the Town and Cantonment of Sholapoor, for one year, from 1st November 1854 to 31st October 1855.

2. The Troops composing the Cantonment of Sholapoor are as follows :—

	Strength.
Resident Population, about	8,000
1 Regiment of Native Light Cavalry and Followers	915
1 Regiment of Native Infantry	757
1 Company of Native Foot Artillery, with No. 2 Light Field Battery attached	162

3. The tenders, &c. to be in Company's Rupees; and no person will be allowed to tender for the contract unless he previously deposits, in this and the Commissary General's Office, the sum of Co.'s Rs. (1,500) one thousand and five hundred, in cash, which will be forfeited in the

event of delay, evasion, or refusal to execute the necessary deed of contract, should the offer be accepted, in which case he must be prepared to add thereto such amount as shall complete a month's rent, to be deposited with the Superintendent of Bazars until the expiration of his contract, and also to make each monthly payment in advance; the first payment to be made on the 1st November 1854.

4. The contractor will be required to sign and execute the deed of contract, which will have been previously prepared, and to furnish at the same time two competent persons as securities for the due performance of the whole contract.

5. The contractor to defray the expenses of maintaining a Preventive Police, when and wherever it may be found necessary by the Commanding Officer, for suppressing clandestine sale of Spirits to European Troops.

6. The articles of agreement to be entered into by the contractor may be seen at the Superintendent of Bazars' Office at Sholapoor, or at the Office of the Commissary General at Bombay, on every lawful day from 11 A. M. till 3 P. M. up to the day of sale.

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

W. H. MASON, Lieut.,

Superintendent of Bazars and Police.

Sholapoor, Supt. of Bazars' Office;
6th Sept. 1854.

Notice

Is hereby given, that sealed tenders will be received at this Office, on Wednesday next the 20th instant, until 1 o'clock P. M., (any delivered after that hour will be rejected,) for the SUPPLY of the undermentioned ARTICLES:—

5,000 yards Wax Cloth, as per muster.

1 Cotton Boat, of 10 to 15 tons burden, with a flat floor, and drawing very little water.

No tenders will be received unless accompanied by a cash deposit of 10 per cent. on the value of the articles tendered by the party, which will be forfeited in the event of refusal or delay in making the supply within the limited time.

The tenders must specify, both in words and figures, the rates at which the party or parties will undertake to make the supply, as also the period in which the articles can be supplied to this Department.

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

The tenders must be superscribed "Tender for Wax Cloth" or "Cotton Boat," as the case may be. All further particulars may be learnt on application at this Office, from 10 A. M. till 5 P. M. daily, Sundays excepted.

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

J. B. RAMSAY, Major,

Acting Depy. Commy. General.

Bombay, Depy. Commy. Genl.'s Office,
13th Sept. 1854.

અહર મયર.

હીઆથી આપવાનાં આવે છે ન તારીખ
૨૦ સાલતા મહીનાની અને સુધવારને દીને
16

અપોરનાં અરોપર કલાક ૧ એક વાગતે ઝુંબા
ઇની કમીશરી હાકીયના હેટલ લખેલી નન
શાને વાગતે શીલેકત રેનદરો લેવાનાં આ
વરૂ.

૫૦૦૦ વાર મીનકવરણ કપડે નમુના પર
નાંચે.

૧ કાટન થો ૨૧૦ થી તે ૧૫ ટનની તેણ
તલીજી પોહોર અને ધણા થારા
પાણીનાં ચાલી શકે તેવી.

ન શમશો એ ઊપર લખેલી નનશો લે
વા ચાહતો હુંએ તેને આએ આકીશનાં દર
રોન કલાક ૧૧ થી તે ૫ સુધી અરજ કરે
આથી ને કાંઈ અપર નાંઈશ તે આપવાનાં
આવશે.

ઝુંબાઇની દેખીછરી કમીશરી નનરાલની
હાકીય તારીખ ૧૩ મી સપ્ટેમ્બર
શને ૧૮૫૪.

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

Notice.

Verbal offers will be received at this Office, at noon precisely, on Monday next the 18th 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 Quires Emery Cloth, as per muster.

2 Carpets (Bengal).

1 Carpet (Putta Putta).

30 Vices, Smith, Bench, medium.

13 Poles, Tent Door, Wooden.

100 Yards Rope, Coir, 5-inch.

1 Level, Spirit, with Telescope and Stand.

3 Compasses, Surveying, Prismatic.

18 Sets Scales, Marquois'.

56 lbs. Hemp, long, cleaned.

10 cwt. Tallow, common (Country).

143 Pieces Fearnought (Country).

100 lbs. Antimony.

8 Chains, Measuring, Iron, 100 feet, with Arrows.

12 Ditto ditto 50 ditto.

1 Ditto ditto 80 ditto.

340 Yards Cloth, Dungaree, double, Red Chottaree.

6 Brushes, Camel Hair, flat, 1 or 1½-inch.

2 Catgut Bands.

30 Locks, Pad, Iron, double, 5-inch.

6 Ditto ditto single, ditto.

32 Brushes, Shoe.

32 Ditto, Cloth.

32 Ditto, Button.

32 Caps, Kilmarnock.

18 Dozens Socks, Worsted.

32 Ticks, Button.

1 Air Stones, Sammy.

32 Boxes Black Paste.

4 Dozens Shovels, Coal (Europe), as per muster.

10 lbs. Clay, Pipe; and 1 dozen Brushes, Quill (Europe), of sizes.

6 Locks, Bookcase, Iron, ½-inch.

2,000 Pieces Gunny, single, packing, 5 feet by 26 inches.

[2,000 Pieces Gunny, single, packing 4½ feet by 24 inches.

10 lbs. Neem Leaves.

10 Cwt. Tar, Coal, and 14 lbs. of Drier's Paint, patent.

2 Brushes, (country).
200 Yards Dungaree, double, washed.
12 Cakes Color, Drawing, Sepia.

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

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

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

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

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

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

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

Bombay, Depy. Commy. Genl's Office,
13th September 1854.

જાહેર અખર.

એવું જ દેખી જીટી કમીશરી જનરાલ શાહે
બની આફીશમાં ચાલતા મહીનાની તારીખ
૧૮ મી આપતા શેનવારને દીને અપારનાં
નીચેલ મેલો તથા એશીવાએ બીજા શાંનાં
આપવાને વાસતે જાહેર લીલાંજી થાયે.

- ૨ શતરંજી બંગાલી ૬ અરથ કેમેલ એર
ફીલિંગ ૧ તથા ૧૧૦ ઇંચના.
- ૧ શતરંજી પતાં પતાંની.
- ૩૦ વાંઇય બેનચ મીદીઅમ ૧ દબ્બ બ
રથ કુઇલ ઇજીરોપ શાઇન.
- ૧૩ પોલ તમજુનાં દરવાજાંનાં લોકડાંનાં
- ૧૦૦ વાર કાથાનુ દારકુ ઇંચ ૫ નુ.
- ૧ લીવેલ ઇશપરીટનાં ટેલચકાંપ ઇશ
ટાનડ શાઇ.
- ૩ કમપાથ શરવેઇંગ પરીશમાટીક.
- ૧૮ શેટ ઇશકેલ નારકુઇય.
- ૫૬ રતલ હુમપ અથવા શન શાકુ કરેહુ.
- ૧૦ હંડરવેટ ચરબી કામન કંતરો.
- ૧૪૩ નગ નમદાં ગામથી.
- ૧૦૦ રતલ શુરમા કાંબલ.
- ૮ શકલ લોદાંની જમીન માંપવાની
૧૦૦ ફુટ દર નગ ૧.
- ૧૨ શકલ લોદાંની જમીન માંપવાની
દર ૧, ૫૦ ફુટની.
- ૧ શકલ લોદાંની જમીન માંપવાની
૮૦ ફુટની.

- ૩૪૦ વાર માંડી દબલ રાંતી આતારી.
- ૨ અરથ ગાંનથી નમુનાં મુજબ.
- ૨૦૦ વાર માંડી દબલ ધોએલો.
- ૨ તાંત અથવા કાંટગટ બાંડ.
- ૩૦ તારાં લોખંડાં દબલ ઇંચ ૫ નાં.
- ૬ તારાં લોખંડાં શોગલ ઇંચ ૫ નાં.
- ૩૨ અરથ શુભી જારાં શાંકુ કરવાનાં.
- ૧૨ કેક કલર શીપીઆ દરંઇંગ.
- ૧૦ કોએર ઇમેરી કલાંથ નમુના મુજબ.
- ૩૨ અરથ કપરા શાંકુ કરવાનાં.
- ૩૨ અરથ બટન શાંકુ કરવાનાં.
- ૩૨ તોપી શેલ્લરને પેરવાની.
- ૧૮ દબ્બ મોબ અથવા શેકસ ગરમ
બીનનાં.
- ૩૨ બટન ઇશટીકના.
- ૧ જાર પથર શામીનો.
- ૩૨ બાકસ બલાકીના પાંતેન.
- ૧૦ દથ રતલ કલેપાઇય.
- ૨૦૦૦ ગુનપાંટ શોગલ બરતમે ૫ ફુટ
ને ૨૬ ઇંચ પોરી દર ૧ નંગ.
- ૨૦૦૦ ગુનપાંટ શોગલ ૪૧૧ ફુટ ને ૨૪
ઇંચ પોરી દર ૧ નંગ.
- ૧૦ રતલ નીમ લીવથ.
- ૧૦ હંડરવેટ (તાર) કોલ વેલાતી.
- ૪ દબ્બ પાવરાં વેલાતી નમુનાં મુજબ.

આએ આફીશમાં દરરોજ (આદીતવારે
શીવાએ) કલાક ૧૦ થી તે ૫ શુધી અરજ
કરેઆથી જીવરલ મેલો શાંનાંનો નમુનો
દેમારીઆમાં આવશે તથા એ શીવાએ જ
કંઈ બીજા અખર જાહેરે તે પણ આપવામાં
આવશે.

મુંબઇની દેખી જીટી કમીશરી જનરાલ
શાહેબની હાફીશ તારીખ ૧૩ મી
શપટેઅખર રુને ૧૮૫૪.

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

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.

Advertisement.

PASSAGE to London is REQUIRED for an Unfit Seaman of the Indian Navy.

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

Commodore's Office, Bombay,
12th September 1854.

Advertisement.

Tenders are hereby invited for the CONVEYANCE of—

Ten (10) Native Convicts to Penang; and of Forty-six (46) Native Convicts, and Six (6) Time-expired Convicts, to Malacca.

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

Commodore's Office, Bombay,
12th September 1854.

MILITARY**ARRIVALS AND DEPARTURES.**

1854	ARRIVALS.
7th Sept.	Assistant Surgeon F. Broughton, Staff, on leave, from Kolapore.
" "	2nd Lieutenant W. DeVitre, Horse Artillery, on leave, from Poona.
8th "	Captain J. S. Gell, 10th Regt. N. I., on leave, from Nusseerabad.
" "	Ensign G. M. Lyons, 24th Regt. N. I., on duty, from Sattara.
" "	Ensign R. T. Clarke, 24th Regt. N. I., on duty, from Sattara.
9th "	Lieutenant Johnson, 4th Regt. N. I. (Rifles), on duty, from Poona.
" "	Captain G. O. Geach, 13th Regt. N. I., to join, from Poona.
11th "	Lieutenant J. Webster, H. M.'s 78th Highlanders, on duty, from Poona.
" "	Ensign G. D. Barker, H. M.'s 78th Highlanders, on duty, from Poona.

1854

DEPARTURES.

10th Sept.	Major E. H. Hart, Marine Battalion, on leave, to Poona.
" "	Captain Beale, 22nd Regt. N. I., from leave, to Poona.
11th "	Lieutenant Robison, 3rd European Regt., on furlough, to England.
" "	Captain H. J. Willoughby, Staff, on sick certificate, to England.
" "	Assistant Surgeon F. Broughton, Medical Staff, on leave, to Poona.

Bombay, Town Major's Office,
13th September 1854.

SHIPPING INTELLIGENCE.

1854

ARRIVALS.

7th Sept.	Steamer G. R. Clerk, J. Clarke, from Sea.
9th "	Ship Neptune, J. Henderson, to London.
13th "	American Barque Maryland, G. F. White, from Gwadell 8th instant.
" "	Ship Atrevida, G. Shearer, from Glasgow 10th June.
" "	Barque Mangosteen, E. Lyle, from Liverpool 7th June.
	Passenger—Mrs. Lyle.

1854

DEPARTURES.

4th Sept.	Ship Hamood, T. W. Tingate, to Calcutta.
	Passengers—Mrs. Tingate; and 18 Natives.
5th "	Steamer Mount Stuart Elphinstone, C. W. McDonald, to Surat.
	Passengers—Several Natives.
" "	Steamer Bombay, G. M. Beyts, to Kurrachee.
	Passengers—Rev. Dr. Trumpp; Mrs. L. Dunsterville; Captain Kirby; and 10 Natives.
" "	Steamer Sir J. R. Carnac, A. L. Taylor, to Surat.
6th "	Ship Atiet Rahmon, Lainskur, Nacodah, to Calcutta.
	Passengers—25 Natives.
" "	Ship Sea Queen, William Rowe, to Calcutta.
	Passenger—Mrs. Rowe.
" "	Ship Matoaka, R. H. Ferguson, to Liverpool.
" "	Steamer G. R. Clerk, J. Clarke, to Surat.
	Passengers—Lieutenant Ross; and 75 Natives.
11th "	H. C. Steam Frigate Auckland, A. McDonald, Esq., to Aden.
	Passengers—Captain and Mrs. Willoughby, and 2 Children, with a European Servant; Mrs. E. G. Fawcett, and a Native Servant; W. B. Tristram, Esq.; and H. G. Robinson, Esq.
" "	Ship Regina, T. W. Hunt, to Calcutta.

A. K. CORFIELD,

Senior Magistrate of Police.

Bombay, Police Office, 13th September 1854.

NOTICE.—Mr. WILLIAM DENT, Junior, and Mr. THOMAS C. LESLIE, are this day admitted Partners in our Firm.

DENT & Co.

Hong-Kong, 1st July 1854.

NOTICE.—A QUARTERLY GENERAL MEETING of the SUBSCRIBERS of the BOMBAY CIVIL FUND will be held at the Town Hall, on Monday the 25th instant, at half-past 4 o'clock P. M.

By order of the Trustees,

G. J. BLANE,

Secretary Civil Fund

Bombay, Civil Fund Office,
11th September 1854.

ORIENTAL BANK CORPORATION.

(Incorporated by Royal Charter.)

INTEREST ALLOWED AT THE BOMBAY AGENCY.

On Deposits repayable on demand	2 per cent. per ann.
On do. do. at 3 months' notice	3 " "
On do. do. at 6 do.	4 " "
N. B.—No Interest is allowed on Deposits under Rs. 1,000, nor on Deposits over Rs. 50,000, unless by special arrangement.	

INTEREST CHARGED.

On Government Bills	Not exceeding 3 months } 4 per cent. per ann.
On other Bills	
On ditto if secured by Govt.	
Paper	

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

RATES OF EXCHANGE.

On London at 6 months' sight	1s. 11d.	per Rupee.
" " 3 " "	1s. 10½d.	"
" " 2 " "	1s. 10¼d.	"
" " 1 " "	1s. 10¾d.	"
" " 1 day's "	1s. 10¼d.	"
On Scotland 1 " "	1s. 10d.	"
On Ireland 1 " "		
Circular Notes payable throughout Europe		

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, 13th September 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	6815
2363	4563	3623	7154
2425	4587	3767	7910
2492	4635	4016	8065
2657	4686	4035	8115
4032	4720		8472
4188	4786		8710
4209	4834		8751
4215	4854		8828
4331	5108		8840
4346	5139		9224
4350	5170		9231
4354	6001		9256
4398	6114		9268
4461	6318		9273
4464	6441		9618
4466	6715		9693
4499	6927		10083
4508			11022
			11461
			11486
			11631

Bombay, 1st January 1853.