

Form of Security Bond to be executed with sureties by the officers who have not the handing of Crown money, and who deposit their security in instalments and have sureties
[Regulation 1145]

Note-When the sureties are unable to read English, care should be taken that the provisions of the bond are explained to them before execution and the persons doing this should in every such case attest the signature of the sureties and make a note at the foot of the attestation clause that the terms of the bond were so explained.

KNOW all men by these presents that we(1)
son of _____ of
resident of _____
village _____ police-station
in the district of (hereinafter referred to as "the Principal" which expression shall where the context so admits include his heirs, executors, administrators and representatives)
(2) _____
son of _____
resident of _____ village
police-station _____ in the district of _____ (3)
son of _____ resident of _____
village _____ police-station.

in the district of _____
(hereinafter referred to as "the Sureties" which expression shall where the contest so admits include their respective heirs, executors, administrators and representatives) are held and firmly bound unto the Governor of the Province of Bengal (hereinafter referred to as "the Governor" which expression shall where the contest so admits include his successors in office) in the sum of Rs. _____ to be paid to the Governor for which payment well and truly to be made we bind ourselves and our respective heirs, excutors, administrators and representative jointly and firinly by these presents signed and sealed with our respective hands and and seals, dated this _____ day of 19, and each of us do hereby covenant with the Governor that if any suit shall be brought touching the subiect matter of this obligation or the condition hereunder written in any Court subject to the High Court of Judicature at Fort William in Bengal the same shall and may at the instance of the Governor be removed into tried and deterimined by the said High Court in its Extraordinary Original Jurisdiction.

WHEREAS the above bounden Principal was on the _____ day of 19, appointed to _____ and now holds and exercises the office of _____ at _____ in the district of AND WHEREAS the Principal may hereafter from time to time be appointed to some other office and it is expressly intended and agreed that the obligation of the above-written bond and the liabilities of the Sureties shall not be affected by reason of any such new appointment and it is expressly intended and agreed that this security shall remain in force during the whole of the time during which the Principal shall be in the service of or employed by the Government of the Province of Bengal (hereinafter referred to as "the Provincial Government") whatever the nature of the office for the time being held by him may be and wherever such office may be situate
AND WHEREAS the Principal has and during the time during which he shall continue to be in the service of or employed by the Provincial Government will have amongst other duities the care charge and oversight of and responsibility for the safe and proper storing in the places (if any) appointed for the custody thereof and keeping of all papers Property chattels and effects (hereinafter collectively called "the said property") received by or made over to him in the course of the business entrusted to him in respect of the Office for the time being held by him by person or persons whomsoever and for any purpose or purposes whatsoever.

AND WHEREAS the Principal in consideration of his said appointment has agreed to deliver to and deposit with (and endorse over to) the District Officer of

(hereinafter referred to as the "said District Officer") the sum of Rs.

(hereinafter referred to as "the said sum")/Government securities of the market value of Rs.

(hereinafter referred to as "the said securities" for the purpose of in part securing and indemnifying the Governor and the Provincial Government against all loss and damage which he or they might or may in any way suffer by reason of the said property or any part or parts thereof being in any way consumed. wasted, embezzled, stolen, misspent' misapplied, or otherwise dishonestly, negligently or by or through oversight or violence made away or parted with by the Principal AND WHEREAS the Principal has already delivered to and deposited with (and endorsed over to the said

District Officer the sum of Rs. /Government securities of the present

market value of Rs. of which the numbers amounts and other particulars are specified in the schedule hereunder written being part of the said sum securities and it has been agreed that the Principal shall deliver to and deposit with (and endorse over to) the said District Officer the balance of the said sum/securities in monthly instalments of Rs. such monthly instalments to be deducted from the salary of the Principal in the said District Officer shall so think fit AND WHEREAS the sureties have as surities for the Principal entered into the above bond in the penal sum of Rs.

conditioned for the due performance by the Principal of the duties of the said office aforesaid and of other the duties appertaining thereto Or which may lawfully be required of him and for the due performance by him of the duties of any other office to which he may from time to time be appointed and for the purpose of securing and indemnifying the Governor the Provincial Government and their servants against all loss and damage which he or they might or may in any way suffer by reason of any act default or neglect of the Principal.

Now the condition of the above-written bond is such that if the Principal (has whilst he has held the said office of as aforesaid always duly performed and fulfilled the said duties of the said office and other the duties aforesaid and if the Principal) shall whilst he shall be in the service of or employed by the Provincial Government always duly perform and fulfil all and every the duties of the said office or other the office for the time being held by him and futher that if the Principal and the sureties do and shall indemnify and save harmless the Governor the Provincial Government and all and every the person or persons who from time to time has or have held or shall hold or exercise the said office of the District Officer of and other the District Officers from time to time having control over the office for the time being held by the Principal from and against all and every loss and damage which (during the time the Principal has held executed and enjoyed the said office has happened or been sustained or) shall or may at any times or time hereafter during the time that the Principal shall be in the service of or employed by the Priovincial Government happen to or be sustained by the Governor the Provincial Governnient or the said District Officer or Officers from or through the neglect, failure, misconduct, disobedience, omission or insolvency of the Principal or by from or through the consuming wasting, embezzling, stealing, misspending, losing, misapplying or otherwise dishonestly or negligently or through oversight or violence making away or parting with the said property or any parts or part thereof by the Principal during the whole of the time during which he (has been and) shall continue to be in the service of or employed by the Provincial Government whatever the nature of the Office for the time being held by him may be and wherever such Office may be situate that the obligation to be void and of no effect otherwise the same shall be and remain in full force and virtue PROVIDED ALWAYS and it is hereby agreed and declared that neither of the Sureties shall be at liberty to terminate their suretyship execpt upon giving to the said District Officer six calendar months' notice in writing of his or their intention so to do and their joint or several liability under this shall continue in respect of all the Omissions and defaults on the part of the Principal until the expiration of the said period of six months' PROVIDED ALWAYS and it is hereby declared and agreed by the Sureties with the Governor that the said sum/securities or so much thereof as shall for the time being have

been deposited or such Government security or securities to the same amount as the shall Said District Officer may consent from time to time to accept and receive and shall accordingly receive in exchange for the same and the interest thereon shall be and remain with the said Distric officer as and for part and additional security to the Governor Provincial Government and the said District Officer or Officers for the purposes aforesaid with full power to the Governor or his officers and servants duly authorised in that behalf from time to time as Occasion shall require to (sell and) dispose of the sum /securities or so much thereof as shall for the time being have been deposited or any other securities that may have been substituted therefor or a suflicient portion thereof with the in interest thereon and to apply the to proceeds thereof in and towards the indenmnity as aforesaid of the Governor the Provincial Government or the said District Officer or Officers as the case may require but nevertheless the interest of the said sum/securities or so much thereof as shall for the time being have been deposited or any other securities that may have been substituted there for may in the meantime be paid over as the same shall be imealised by the said District Officer if he shall think fit to the Principal PROVIDED FURHER and it is hereby expressly agreed and declared between and by the Sureties with the Governor that it shall be lawful for the Principal with the consent of the said District Officer first had and obtained to change and substitute for the said sum/securities or so much thereof as shall for the time being have been deposited or for any securities substituted therefor other Government securities of the market value of not less than Rs. without in any way affecting the obligation of the Sureties as such sureties as aforesaid. And it is lastly agreed and declared by and between the Principal and the Sureties and the Governor that on the Principal ceasing to be in the employ of the Provincial Government the said sum securities or so much thereof as shall have been deposited or any other securities that may have been substituted therefor as aforesaid shall not be at once returned to the Principal but shall be and remain with the authority with whom it shall have been deposited for the term of six months as security against any loss that may have been incurred by the Governor the Provincial Government or the said District Officer or Officers lowing to the neglect or default of the Principal which may not have been discovered until after the vacation of his appointment by the Principal PROVIDED ALWAYS that the return at any time of the said sum/securities or so much thereof as shall have been deposited or any other securities that may have been substituted therefor as aforesaid shall not be deemed to affect the right of the Governor the Provincial Government or the said District Officer or Officers to take proceedings upon the said bond against the Principal and Sureties in case any breach of the condition of the said bond shall be discovered after the return of the said sum/securities or so much thereof as shall have been deposited or any other securities that may have been substituted therefor as aforesaid.

THE SCHEDLE ABOVE REFERRED TO.

(Signed by the said.....} Signature of the Principal.

in the presence of:-

We declare that we have fully understood the contents of the above-written bond and being satisfied endorse our signature thereon.

Signed by the said.....} Signature of the first Surety.

in the presence of:

Signed by the said.....} Signature of the second Surety.

in the presence of: -

I certify and declare that I have read over and explained the contents of the above written bond in vernacular to the said and before the same was signed by them and that the same appeared to me to have been fully understood by them.

Signature of the attesting witness.