

MADRAS RECORD OFFICE.

Government of Madras.

Financial DEPARTMENT.

G.O. No.

116

Press

~~Mis.~~

Dated

11. 1.

1858

Not to be folded or roughly handled

No. 3. From G. L. PRENDERGAST, Esq., Accountant General, and S. D. BIRCH, Esq., Sub Treasurer; to T PYCROFT, Esq., Chief Secretary to Government, dated 2nd December 1857, No. 254.

SIR,

We have received instructions* from R. Yakojee, the adopted son and heir of the late R. Pretaup Sing Gee, to deliver over into the

* In letter, dated 9th November 1857.

† No. 8141 of 1842-43 for Co's. Rupees 20,000

„ 8142 „ „ 20,000

„ 8143 „ „ 20,000

Bank of Madras on his account, three† Government Securities standing in the name of the deceased, amounting to Sixty thousand Rupees. These Securities were obtained in lieu of a Loan Acknowledgment for that amount, which was forwarded to the Government Agents, by the deceased with a letter

dated 30th January 1846. It was transmitted through Sir Henry C. Montgomery, Bart. (then Collector of Tanjore, and conducting the duties of the Resident,) who requested that the Acknowledgment in question might be exchanged for three Promissory Notes for Twenty thousand Rupees each, which was accordingly done. He also requested in the same letter (dated 3rd February 1846,) that, as the affairs of R. Pretaup Sing Gee were, under the orders of Government, placed under the control of the Officers conducting the duties of the Resident at Tanjore, no transfer of the Stock should be allowed without intimation being given to that Officer.

2. In consequence of that communication we wrote to the Acting Collector of Tanjore, to know whether there was any objection to a compliance with the present request of R. Yaikajee, for the delivery over of the said three Promis-

* A Copy accompanies, dated the 21st November 1857, No. 1159.

sory Notes into the Bank of Madras, on his account. The Collector stated in reply* that if the Bank was prepared to take charge of

the said Notes subject in all respects to the reservation contained in the above communication, he was not disposed to offer any objection to the change of depository.

3. We have no information of the circumstances connected with the management of the affairs of R. Pretaup Sing Gee by the Officer conducting the duties of the Resident at Tanjore, or of the continuance of that management now that he is dead and has left an adopted son reported to be capable at present of acting for himself; but if the Promissory Notes in the name of the deceased be delivered over to the Bank of Madras, it will have to be done absolutely, as we feel persuaded that the Bank will not accept the charge upon any such reservation. We are doubtful therefore how to act in the matter, and beg to be favored with the orders of Government.

4. It is necessary to mention that we have already delivered over to the Bank of Madras, on account of Yaikojee, deceased's adopted son a four per cent Promissory Note for Company's Rupees 30,700, but this Note stood in his own name, and was obtained, by subscription to the four per cent Loan, of the amount of a Bill for Rupees 20,000 received from the Civil Judge of Combaconum, in April 1853, together with the Interest then remaining undrawn on the abovementioned three Promissory Notes standing in the name of R. Pretaup Sing Gee. In consequence of the minority of Yaikogee, the interest subsequently drawn on these three Notes was remitted

* As the adopted son of the late R. Pretaup Sing Gee.

to Emoona Boyee Saheb, upon application supported by a certificate granted to her on his* behalf by the Zillah Court of Combaconum, under Act XX of 1841. The Promissory

Fort Saint George, Financial Consultation, 12th January 1858.

Note in favor of Yaikojee himself, was not, however, delivered over to the Bank of Madras, without a reference to the Civil Judge of Combaconum, who stated† that Yaikojee Sahib, was of age, and that there could be no objection to the delivery of his Securities to the Madras Bank.

(Signed) G. L. PRENDERGAST,
Accountant General.
(„) S. D. BIRCH,
Sub-Treasurer.

From H. D. PHILLIPS, Esq., Acting Collector of Tanjore, Conducting the duties of Resident to the Accountant General, and Sub-Treasurer, Fort Saint George, dated 21st November 1857, No. 1159.

SIR,

In reply to your letter, dated the 13th Instant, No. 50, relative to the request of R. Yackojee adopted son of the late R. Pretaup Sing to deliver over to the Bank of Madras, three Government Securities standing in the name of the deceased amounting to Rs. 60,000, I have the honor to state that if the Bank of Madras are prepared to accept charge of the Securities in question, subject in all respects to the reservation made in the communication to your address from the late Collector conducting the duties of Resident at Tanjore, dated the 3rd February 1846, and, assuming that consequent on the abolition of the Government Agency, you feel no longer at liberty to keep the Securities in your custody, I am not disposed to offer any objection to the change of depository.

(Signed) H. D. PHILLIPS,
Ag. Colr. Conducting the duties of Resident at Tanjore.
(True Copy.)

(Signed) W. H. ARBUTHNOT,
3rd Assistant Acct. General.

No. 4. ORDER THEREON, No. 16 ; dated 11th January 1858.

Messrs. Prendergast and Birch report that they have been instructed by R. Ekojee, the adopted son and heir of the late R. Pretaup Singh jee to deliver over to the Bank of Madras on his account, three Government Securities for Rupees 20,000 each; and they request the orders of Government in the case. The securities stand in the name of the deceased.

2. The late Pretaup Singh, the Government observe, was the son of His Excellency Ameer Singh, some time Rajah of Tanjore, who succeeded his half brother Tuljajee in the year 1786. Ameer Singh, occupied the musnud till the year 1798, when he was deposed by the British Authorities in favor of Maharaj Serfojee, the adopted son and rightful heir of Tuljajee, and became a Pensioner of State, under article 8 of the Treaty of 1799, the terms of which are as follows:—“It is stipulated and agreed that the sum of 25,000 Star Pagodas shall in all cases be appropriated to the support of the late Rajah Ameer Singh, and shall be considered as a charge on the Revenue, to be deducted previous to the calculation of the proportion of one-fifth above mentioned.” Ameer Singh, did not long survive the Treaty, and the whole of his Allowance was continued to his son Pretaup Singh jee. The last mentioned prince died on the 17th January 1849. A few hours before his death he was reported to have adopted Ekojee, the son of his kinsman Annasawmy Bhoonslay. The Government decided that his adoption supposing it to be legal and valid would not confer on the youth any claim to the bounty of Government, whatever it might

Government of India, 17th August 1802, and Honorable Court, para: 45, Despatch of the 20th October 1803.

Fort Saint George, Financial Consultation, 12th January 1858.

in the case of the *private* estates; but to the widow and other relatives and retainers of the deceased, sums aggregating Rupees 3,034-12-0 per mensem were allotted as life grants. These proceedings met with the approval of the Honorable Court in their Despatch, dated 11th September, No. 2 of 1850.

3. A few years before his demise, the affairs of the late Pretaup Singh were in an exceedingly embarrassed condition. He became the victim of designing characters, and displayed generally such an amount of imbecility, that it was deemed advisable to place the administration of his affairs in the hands of the Resident. The results attendant on this arrangement were highly satisfactory, and are thus summed up by the Honorable Court in their letter, No. 3 of 1847, para: 35: “The affairs of this prince have also been completely re-established under the judicious superintendence of the same meritorious officer, Sir H. C. Montgomery. The debts of Pretaup Singh, have been completely paid off: an accumulation of Rupees 59,505 invested for his benefit in the Government loan, and the payment to him has been resumed of the portion of his advances which had been stopped.” They sanctioned a continuance of the same supervision, which was maintained up to the day of the Prince's decease.

4. On the 30th of January 1846, or during the period his affairs were thus under the Resident's management, the prince transmitted to the Government Agents, through Sir H. Montgomery, a Loan Acknowledgment for Rupees 60,000. The Resident requested that the same might be exchanged for three Promissory Notes for 20,000 each (which was done), and further that no transfer should be allowed without his sanction, the Prince's affairs having been placed by Government under the control of the Officer conducting the duties of Resident at Tanjore.

5. When therefore the present application from Ekojee came before them, the late Agents applied to the Acting Resident, who replies that, with one proviso,* which is marginally noted, there is no objection to a compliance with Ekojee's request. The late Agents are assured that the Bank of Madras will only accept the custody absolutely, and therefore solicit the orders of Government.

6. It seems further that the Government Agents have already delivered over to the Bank of Madras on account of Ekojee a 4 per cent Promissory Note for Company's Rupees 30,700 but this stood in Ekojee's own name, although derived in part from the interest on the Notes for Rupees 60,000, which form the subject of the present reference. It seems too that since the death of Pretaup Sing the interest accruing on the three Notes has been drawn by his widow under a certificate granted her by the Zillah Court of Combaconum under Act XX of 1841, and that the Notes in Ekojee's name were not made over to the Bank of Madras until the Agents had referred to the Civil Judge of Combaconum and had been informed by that Officer that Ekojee was of full age and that there was no objection to his Securities being delivered to the Bank.

7. Supposing Ekojee to be the legally adopted son and heir of Pretaup Sing and to be of full age, the Government conceive that he must be entitled to the Securities which were the property of his deceased adoptive father and to have them made over to the Bank of Madras according to his instructions. The Right Honorable the Governor in Council however thinks that before parting with the Notes the Agents should consult the Law Officers of Government and be guided by their opinion, as to whether the title of Ekojee to receive the Notes as the heir of the party in whose name they stand has been sufficiently established to warrant their delivery; and, if not, what more is required; as also what acquittance or release should be given to the Agents by Ekojee in the event of the Notes being transferred to the Bank on his account.

Exd. J. A. Wilson.

Financial Dept

No 16

Calcutta 11 January 1858

Read the following letter
from the late Govt Agents,
the Accty. Genl. & the Sub Treasurers

} here entered No 256.
of 22 Decr 57.

Messrs Rendel & Birch re-
port that they have been instruc-
ted by Mr. Ekofie, the adopted son
& heir of the late Mr. Pretank
Singh to deliver over to the Bank
of Madras on his account, three
Govt securities for Rs 20,000 each;
and they request the orders of Govt
in the case. The securities stand in
the name of the deceased.

2. The late Pretank Singh, the Govt's
son, was the son of His Excellency
Ameer Singh, sometime Prasid
of Tamoor, who succeeded his father
Tuljasee in the year 1786.
Ameer Singh occupied the musnud
till the year 1798, when he was de-
posed by the British authorities in
favor of Maharaj Serfojee, the
adopted son & rightful heir of
Tuljasee, and became a Pensioner
of State, under article 8 of the

treaty of 1799, the terms of
 which are as follows. "It is
 stipulated & agreed that the
 sum of 25,000 Rupees
 shall in all cases be appropriated
 to the support of the late Pratap
Ameer Singh, & shall be con-
 sidered as a charge on the revenue,
 to be deducted previous to the cal-
 culation of the proportion of one-
 fifth above mentioned."

Ameer Singh did not long survive
 the treaty; and the whole of his
 allowance was continued to
 his son Pratap Singh. The
 last mentioned prince died on
 the 17th of January 1849. A few
 hours before his death he adopted
Ekofee, the son of his kinsman
Anasammy Bhonslay. The
 Govt decided that his adoption
 supposing it to be legal and valid
 would confer on the youth
 any claim to the bounty of Govt,
 but to the widow & other relatives
 & retainers of the deceased, a
 sum aggregating Rs 30,341/12
 per mensem were allotted as
 life grants. These proceedings met
 with the approval of the British

Govt of India
 17th August 1852
 and Lt. Col. Pina 45. Despatch
 of the 20th October 1853.

& whatever it might be in
 the case of the private estates;

Court in their despatch
 of 11th Sept, No 2 of 1850.

3. A few years before his de-
 -mise, the affairs of the late
Pratap Singh were in an exceedingly
 -ly embarrassed condition. He
 became the victim of designing
 characters, and displayed gene-
 rally such an amount of imbe-
 -cility, that it was deemed advi-
 -sable to place the administration
 of his affairs in the hands of the
 Resident. The results attendant
 on his arrangements were
 highly satisfactory, and are
 now summed up by the Lt. Col.
 in their letter No 3 of 1847
 Para 35. "The affairs of this prince
 have also been completely re-estab-
 -lished under the judicious
 supervision & direction of the same
 meritorious officer, Sir H. C.
Montgomery. The debts of Pratap
Singh have been completely paid
 off: an accumulation of Rs
 59,505 invested for his benefit
 in the Govt loan, & the payment
 to him has been resumed of the
 portion of his advances which had
 been stopped. They sanctioned a
 continuance of the same super-

-vision, which was maintain-
-ed up to the day of the Prince's
decease.

4. on the 30th of Jan'y/66, on during
the period his affairs were then under
the Rest's management, the Prince
transmitted to the Govt Agents thro'
Sir H. Montgomery, a loan acknow-
ledgment for Rs 260,000. The Rest
requested that the same might be ex-
changed for the Promissory Notes
for 20,000 each (which was done),
and further that no transfer shd
be allowed without his sanction, the
Prince's affairs h^{ad} been placed by
Govt under the control of the officers
conducting the duties of President
at Tanjore.

5. When here fore the pt^l application from
Ekofee came before them, the late Agents
applied to the acting President, who re-
plies that, with one proviso, which is
marginally noted, there is no objection
to a compliance with Ekofee's request.

The late Agents are assured that the Bank
of Madras will only accept the custody
absolutely, & therefore solicit the order of
Govt.

6. The Govt do not see any objection what-
ever to the Agents adopting the course
asked for by Ekofee. His adoption has
never been questioned by the Govt. On
the contrary owing to his minority, the ap-
pears to have obtained power under Act
XX of 1841 to administer for him to the
late Prince's estate, & inter alia she drew
for him the interest on the Notes in question.

7. The key being broken to do so, the late Agents
will consult the H.L. Solicitor. D.H. 10/1/66

6. It seems further that the
Govt Agents have already
delivered over to the Bank of
Madras on account of Yako-
jee a 4% promissory
note for CR 30,700 in this
stock in Yakojee's own name
altho derived in part from
the interest on the notes for
R 60,000 which form the
subject of the present
reference. It seems too
that since the death of the
-tant Singh the interest
accruing on the three notes
has been drawn by his widow
under a certificate grant-
ed her by the District Court
of Combrconam under
Act XX of 1841 - and that
the notes in Yakojee's name
were not made over to the
Bank of Madras until the
Agents had referred
to the Civil Judge of Combr.
-conam and have been
informed by that officer

that Yakojee was of full
age and that there was
no objection to his securities
being delivered to the Bank
~~to be~~.

7. Supposing Yakojee
to be his legally adopted
son and heir of Putab
Sing and to be of full
age, the fact ^{concerns that} ~~concerns that~~
he must be entitled
~~to the~~ to the securities

which were the property
of his deceased adoptive
father ^{and to have been} ~~being~~ made over
to the Bank of Madras ac-
cording to his instructions -
~~indeed it does not appear~~

~~to have been made~~ ~~under~~
~~circumstances~~ ~~the~~ Agents
could do otherwise - The
Rt Honble Secy however thinks
that before parting with
the notes the Agents should
consult the Law Officers
of Govt and be guided

~~Sat. Agents~~
~~the Solicitor~~

Commit.
8.1.58

To the Secy General & Sub Treasurers
Late Govt Agents -
the Solicitor

by their opinion, as to whether
the title of Jp Yakojee
to receive the notes as
the heir of the party to
in whose name they
stand has been suffi-
ciently established
to warrant their
delivery - and if not
what more is required
or also what acquittance
or release should be
given to the Agents
by Yakojee in the
event of the notes being
transferred to the
Bank on his acct
JP

Dispd 19th
LCO - W. C. Jones
as to what is to be done with the C.P. - but he
thinks it is better to let the C.P. go - where is the point
checked - already credited - of Jaro - declared
U.S. of Jaro - all
will

Wells Brown. He doing
financial 1858. He paid

add to sum. 12 doing
financial 1858 deposit

2016

Atractodes

12/11th March 1858.

7/20/37

Passing orders on the
letter from the Accountant
General and our Treasurer
report that they have been
instructed by A. C. Price the
adopted son & heir of the
late A. Cunningham to
deliver over to the Board
of Education on his account
3 hundred pounds for A. C. 20,000
doubtless

4-3

C21 Dean
R H Long/58