M.R.O. 1—77,606—8-6-57.

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(3) Initials of the Reference_____

MADRAS RECORD OFFICE.

Government of Madras.

Financial DEPARTMENT.

G.O. No. 301 Press / Mis.

71-72.

Dated 17-4- 1872.

71-72 8/9

Not to be folded or roughly handled

Proceedings of the Madras Government, Financial Department,
17th April 1862.

No. 71. Read the following Proceedings of the Board of Revenue, dated 11th April 1862, No. 2,429.

Read letter from JAMES INNES MINCHIN, Esq., Acting Collector of Kurnool; to W. HUDLESTON, Esq., Secretary to the Board of Revenue, Fort Saint George, dated 27th March 1862, No. 18.

I have the honor to forward the translation of a plaint that has been brought before the Court of the Suder Ameen of Nundial, against D. Timmappa the Deputy Collector in charge of the Treasury, with his proposed answer, and to request that the suit may be defended at the cost of Government.

2. The facts of the case are as follows: One Ambarkhana Sitaboyamma, claimed interest due on a Government Promissory Note, noted in the margin,* which she stated had come into her possession by a deed of gift executed by her deceased daughter Sayama, *alias* Ammanama, the proprietress of the Note.

* 5 per cent. No. 3,092 of 1856-57 for Company's Rupees 700.

3. Under instructions from the Accountant General the applicant was directed to produce a Certificate under Act XX of 1841 before interest on the Note could be paid.

4. The applicant stated her inability to obtain such a Certificate, and requested that the interest might be paid, and the Note transferred to her name under obligation of the deed of gift, in conformity with the Proceedings of the Civil Court of Nundial, and the Court of Suder Audalut, dated 30th September 1859 and 24th March 1860, respectively.

5. The petition and papers were forwarded to the Accountant General, who in reply ruled that the Promissory Note in question was only transferrable by endorsement and delivery, and that except under a Decree of a competent Court, Sitaboyamma could not be recognised as the payee of the Note, nor any one except the legal personal representative of the late Sayama, under a Certificate under Act XXVII of 1860.

6. Under these circumstances Sitaboyamma has brought her action to obtain the transfer of the Promissory Note upon her deed of gift, and has made the Deputy Collector in charge of the Treasury the Defendant to the suit.

7. As the Deputy Collector has acted in accordance with the instructions of competent authority, I beg to recommend that the suit may be defended at the expense of Government.

8. Copies of the letters from the Accountant General's Office, by which the Deputy Collector has been guided in his proceedings are forwarded herewith.

9. The Deputy Collector has made some delay in preparing his proposed answer, but has applied for an extension of time to present it up to the 5th May.

Ordered to be submitted to Government with the Board's recommendation, that the Collector be authorized to defend the suit in question at the public expense. The Board approve of the proposed answer which is to the effect, that the Government Promissory Note being payable to order and not to Bearer, and being therefore transferrable only by endorsement and delivery, or under a Decree of a competent Judicial tribunal, Plaintiff's claim to it in the absence of the fulfilment of any of these conditions was properly rejected. The time for filing the answer expires on the 5th May next.

(A true Copy and Extract.)

(Signed) R. A. DALYELL,
Sub-Secretary.

To J. D. SIM, Esq., Secretary to Government,
Revenue Department.

Plaint.

As per Sections 41 and 43 of Act No. 8 of 1859.

In suit No. 51 of 1862 on the file of the Court of the Suder Ameen, Zillah Nundial.

Ambarkhana Sitaboyamma, residing in the Fort at Kurnool. } Plaintiff.

Versus

Doddy Timmappa, Deputy Collector in charge of the Treasury, Kurnool. } Defendant.

On the 28th February 1857, a Promissory Note was executed for Rupees 700 in favor of Taykoomalla Shavemma who died on the 17th April 1859, the Plaintiff has a right to the same according to the deed of gift executed on that date. On the 9th September 1861, the Defendant having refused to pay the interest due thereon on the ground that the right should be confirmed by a Decree of the Court, it became the cause of action with a view to have her right to the Promissory Note No. 3,092, amounting to Rupees 700 confirmed and to recover from Government Rupees 118-11-9, the interest due thereon from 1st September 1858 to 21st February 1862, with subsequent interest and costs, the Plaintiff has brought the claim, dated 22nd February 1862.

(Signed) B. GIREYAPPAH,
Suder Ameen.

(True Translation.)
(Signed) JAMES INNES MINCHIN,
Acting Collector.

From W. J. RAYNOR, Esq., Acting 1st Assistant Accountant General; to the Deputy Collector in charge of the Treasury of Kurnool, dated 20th June 1861, No. 141.

Bond Department.

5 per cent. No. 3,092 of 1856-57 for Company's Rupees 700.
Ambarkhana Seetaboyamma's original application.
An authenticated copy of Extract from the Proceedings of the Civil Court of Nundial.
Do. do. of the Suder Court.

I am directed by the Accountant General to return the Promissory Note and documents noted in the margin, received with your letter of the 5th instant, and to inform you that the practice prescribed in paragraph 10 of Circular from this Office, dated 7th October 1854 was superseded by paragraph 4 of Circular, dated 18th February 1856, No. 1,510, to which your attention is requested in disposing of the present case.

2. You are also requested in pursuance of paragraph 3 of the latter Circular, to effect (on the reverse of the Note herewith returned) registry of the power under which the 1st to 3rd half years' interest was paid to V. Sooboo Setty, as Attorney to Sayamah *alias* Ammanamah.

From W. E. GORDON, Esq., Acting 1st Assistant Accountant General; to the Deputy Collector in charge of Treasury, Kurnool, dated 27th August 1861, No. 316.

Bond Department.

I am directed by the Accountant General to return the Promissory Note and documents received with your letter of the 27th ultimo, No. 29, and to inform you that the Government Promissory Note in question being payable to order not to Bearer, is transferrable only by *endorsement and delivery* and that except under a Decree of a competent Court, you cannot recognize Seetaboyamah as the payee of the Note or any one except the legal personal representative of Sayamah under either letters of Administration, or a Certificate under Act 27 of 1860.

(True Copies.)

(Signed) D. TIMMAPPA,
Deputy Collector.

Answer of the Deputy Collector in charge of the Treasury.

SHOWETH,

That the Promissory Note referred to in the Plaint being payable to order not to Bearer and being therefore transferrable only by Endorsement and delivery, or under a Decree of a competent Judicial tribunal, Plaintiff's claim to it in the absence of the fulfilment of any one of the above said two conditions, was rejected by the Defendant; that as the Defendant was justified

Proceedings of the Madras Government, Financial Department,
17th April 1862.

in doing so, he is not liable to pay any costs to Plaintiff, but is entitled to receive his costs from the Plaintiff; that he therefore prays that the Court will be pleased to award him his costs in the suit.

(Signed) D. TIMMAPPA,
Deputy Collector.

Transferred to the Financial Department.

FORT SAINT GEORGE,
12*th April* 1862.

(Signed) C. G. MASTER,
Depy. Secy. to Government.

No. 72. ORDER THEREON, 17th April 1862, No. 301.

The Government authorize the suit in question being defended at the public expense.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge.

Claim

[illegible]

[illegible]

[illegible]

Summons for Injury Collector

N° 2429

Proceedings of the Board of Revenue
dated 11th April 1862

Read the following

N° 15

From

James Lopez Fletcher Esqr
Sub Collector of Revenue

To

W. Maddison Esqr
Secretary to the Board of Revenue
Fort St George

Sir,

I have the honor to forward the translation of a petition that was brought before the Court of the Sudder Ameen of Mandical, against Mr. Tom Moffat the Deputy Collector in charge of the Treasury, with its proper answer, and to request that the seal may be affixed at the cost of Government.

2. The facts of the case are as follows.

N° 2092 of 1858 & 87 for Subscription.

One Doorkachetty Subbayyen, deceased entered into an Government Promissory Note noted in the margin, which she stated had come into her possession by a deed of gift executed by her deceased daughter Lingamma, when on her death bed, the possession of the Note.

3. Under instructions from the Accountant General the applicant was directed to produce a Certificate under Act XX of 1841 before interest on the note could be paid.

4. The applicant stated her inability to obtain such a certificate, and requested that the interest might be paid, and the note transferred to her name under obligation of the Deed of gift, in conformity with the Proceedings of the Civil Court of Mandical, and the Court of Sudder Cuddalore, dated 30th September 1859

Cont.

and 24th March 1860 respectively -

5 The Petition and papers were forwarded to the Accountant General, who in reply ruled that the Promissory Note in question was only transferrable by endorsement and delivery, and that except under a Decree of a Competent Court, Sitabayama could not be recognised as the payee of the note, nor any one except the legal personal representative of the late Sayama, under a Certificate under Act XXVII of 1860.

6. Under these circumstances Seetabayama has brought her Action to obtain the transfer of the Promissory note upon her Deed of gift, and has made the Deputy Collector in charge of the Treasury the Defendant to the suit.

7. As the Deputy Collector has acted in accordance with the instructions of competent authority I beg to recommend that the suit may be defended at the expence of Government.

8. Copies of the letters from the Accountant Generals Office, by which the Deputy Collector has been guided in his proceedings are forwarded herewith.

9. The Deputy Collector has made some delay in preparing his proposed answer, but has applied for an extension of time to present it up to the 8th May.

Kurnool District,
Collectors Office,
On Circuit Yerrachalama
Hill 27th March 1860.

I have &c &c
(signed) J. S. Murchison
Dy Collector

Ordered

Ordered to be submitted to Government with the Board's recommendation, that the Collector be authorized to defend the suit in question at the public expense. The Board approve of the proposed answer which is to the effect, that the Government Promissory Note being payable to order and not to Bearer, was being therefore transferrable only by endorsement and delivery, or under a decree of a competent Judicial tribunal, Plaintiff's claim to it in the absence of the fulfilment of any of these conditions was properly rejected. The time for filing the answer expires on the 8th May next.

(True Copy & Extract)

W. Dalyell
Sub Secretary

To
J. D. Sim Esqr
Secretary to Government
Revenue Department.

E. Thompson
Esqr M Police Benamah.

Transferred to the Financial Department

Minute

by Secy to Govt

Fort St George
12th April 1862

Secy Govt
Public Dept
No 1060.

Proceedings of the Board of Revenue.

Order 17th April 1862. No 301.

The Govt authorise the suit in question being defended at the public expense.—

Sub Collr
Cuddr 11
Mdu 12
C. 30 Encls

April 1862

3 Encl
No 2429

No 705

Submitting letter from the Secy Collr of Harwood relative to a suit filed in the Sudder Dewany Court of Mundial against the Jointy Collr Timmappa with the Board's recommendation thereon.

The Collector of Mundial Despatched
a Accts General
a Civil Paymaster } 25th April
Revd Board — Despatched 17th

71432

William Oakes