M.R.O. 1—77,006—8-6-37.

(1) Number of pages 46.

(2) Date of repair 22-7-38.

(3) Initials of the Reference

MADRAS RECORD OFFICE.

Government of Madras.

Financial DEPARTMENT.

G.O. No. 452	Press / Mis.
15-16.	
Dated 8-10-	1867.

24/25

15-16

Not to be folded or roughly handled

No. 15. Read the following letter from the Mint Master, to the Chief Secretary to Government, Fort Saint George ; dated Madras, 26th September 1867, No. 305.

With reference to Order of Government as per margin, I have the honor to report that Lazarus Pereira, an apprentice on the Mint Establishment, obtained the benefit of the Insolvent Act, and has, accordingly, been suspended, pending the orders of Government.

No. 2539, dated 28th October 1859, Public Works Department.

2. His permanent salary is Rupees 30 a month, and he has had an additional personal salary of Rupees 55, on the Contingent List, for more than three years, for ing in charge of the workmen in the Foundry, so that there was no excuse for his getting into debt.

3. A copy of his Schedule is enclosed, from which it will be observed that his debts are entirely for money borrowed, amounting in the aggregate to Rupees 2084-14-0, and the Judge's order in the case was that he should give up Rupees 20 a month out of his income of Rupees 85 to his creditors. On the other hand, there is to be urged, in his behalf, that there were a large number of relatives entirely dependent on him for support, numbering at one time 10, viz., wife two children, idiotic brother, three sisters, niece, and two widowed sisters' children ; some marriages and deaths occurring among the members having increased the demands upon him.

4. I have carefully inquired into the particulars of his Schedule, and I find that, out of the sum of Rupees 2084-14-0, Rupees 939-14-0 were appropriated by fellow servants, who joined him in the Promissory Notes, leaving Rupees 1145 only as the amount of debt contracted by him on his own account, and it will be readily understood that this sum by no means represents value received, when I explain that two items in it, for Rupees 180 each, are sums remaining due on two Promissory Notes or Bonds of Rupees 200 each, for which he received as value one sum of 200 Rupees only, the other Note for a like amount having been taken by the money lender as security for his interest. Under this explanation, I venture to think that the insolvency may be regarded as attributable to want of ordinary prudence and common sense, but in no way as a case of culpable extravagance calling for punishment, and I, therefore, beg the sanction of Government for my permitting the man to return to his duty.

No. 16. ORDER THEREON, 8th October 1867, No. 452.

It is observed from the foregoing letter that Lazarus Pereira, who was employed as an apprentice on the Mint Establishment, was in the receipt of a good salary, and had no great demands upon him ; but, notwithstanding this, his debts amounted to Rupees 2084, of which about Rupees 940 were appropriated by fellow servants. As it is most essential that this system of mutual accommodation and reckless borrowing by subordinates should be checked, the Governor in Council directs that Lazarus Pereira shall not be re-employed in the Mint Establishment.

(True Extract).

A. J. ARBUTHNOT,
Chief Secretary.

To the Mint Master.
,, Revenue Department.
,, Military do.
,, Public Works do.
,, Public do.
,, Examiner of Claims.

Exd. J. H. Burns.

Financial 1864 Oct 6
No 452
Proceedings of Govt
Dated 8th October 1864
F.N. 496

In the Court for the Relief of Insolvent debtors at Madras

The Schedule of Lazarus Pereira

In the matter of Lazarus Pereira
an Insolvent. - Petitr.

I the said Lazarus Pereira an Inhabitant of Madras resg at No 12 on Naval Hospital Street at Santhome Employed in the Madras Trust as a superintendant in the Ice Godown on a Salary of Rupees ~~100~~ 85 per a month and a ~~Inhabitant of Madras~~ and now a Prisoner in the Mayors ~~or Sheriffs~~ Court at Madras ~~residing at No 10~~ in the Town and limits of Madras. ——— Do declare that the my Schedule doth contain a full and fair description of me as to name Trade profession and abode and of the debts due or growing due from me and of all and every person to whom I am indebted or who to my knowledge and Belief Claim to be my Creditors together with the nature and Amount of such debts and Claims respectively distinguishing such as are admitted from such as are disputed by me And also a full true and perfect Account of all my Estate and Effects real and personal in possession reversion remainder or expectancy and also of all Profits and Emoluments of Benefit to me held by me and also of all pensions and allowances which I have in prospection or reversion or which are held by any other person for me or on my behalf or of or from which I derive or may derive any manner of Benefit and also of all rights and powers which I am or any other person in trust for me or for my use or Benefit are in any manner whatever possessed of or interested in or entitled unto or which I or any other person in trust for me or for my Benefit have any power to dispose of Charge or exercise for my Benefit or advantage together with a full true and perfect Account of all the debts due or growing due to me or any person in trust for me or for my benefit or advantage either solely or jointly with any other person and the names and places of abode of the several persons from whom such debts are due and growing due and of the witnesses who can prove or otherwise Evidence to prove such debts so far as I can recollect the same and that this my Schedule doth fully and truly describe the wearing apparel Bedding and other such necessaries and worthless and implements of myself and my family which are excepted by me from the operation of the act relating to Insolvents in India together with the value of such excepted articles respectively. —

Creditors

No	Names and description of Creditors or Claimants and their present or last residence.	Amount.	when contracted	admitted or disputed	Nature and Consideration of the debts and securities of any also why disputed if disputed.
1	G Subbarayalu Naidu residing in salary Street near mint in the Black Town of Madras	110 14 "	1867 31 Jany	admitted	Balance of Principal Interest and costs due to this Creditor on a Promissory Note dated 13th Octr 1866 in his favr for principal Rupees 300 made payable by instalments of Rs 25 per month jointly granted by Mr S S Scrivener and myself This Creditor sued me and Mr Scrivener for the 1st 2d and 3d Instalments in the Madras Court of Small causes on the 21st Jany 1867 and obtained a Judgment for Rs 110 & 14 on the 31st Jany 1867 on the said note This money was appropriated by Mr Scrivener
"	The same Creditor	75 2 "	1867 27 march	do	Balance of principal Interest and costs due to this Creditor on the said Promissory Note dated 13 Octr 1866 in his favr for principal Rupees 300 and made payable by instalments of Rupees 10 per month jointly granted by me and Mr Scrivener In part of this debt I pay this Creditor Rs 75 - This Creditor has sued me for 5 Instalments on the said note in the Madras Court of Small causes and obtained a Judgment for Rs 75 2 on the 27 march 1867.

2	By a rolaye Poncar residing in salay Street in the Black Town of Madras	186	-	-	1867		Balance of principal and interest and costs due to the Cr on a Pro note dated 8 Octr 66 in his favor for principal Rs 200 made payable by instalment of 20 Rupees per month and partly granted by me and the 2 Witnesses as part of the debt I paid the Creditor Rs 60 the Creditor sued me for the Balance of Rs 140 in the Madras Court of Small causes on the 19 March 1867 and obtd a Judgment on the 1st April 1867 - This money was appropriated by me "
		60	"	"	1st April	do	
"	The same Creditor	52	10	"	1866 11 Septr	do	Balance of principal and interest and costs to the Creditor on a Pro note dated 16 Decr 65 in his favor for principal Rs 100 partly granted by me Mr J M Lopez Surgeon and Mr M Pereira in part of the debt I paid the Cr Rs 55. The Cr sued me for the balance in the Madras Court of Small Causes and obtained a Judgment on the 11 Septr 1866 after which I paid the Cr Rs 52-10 for the said note but he never returned me the ~~note~~ Judgment paper
	The same Creditor	30	"	"	"	do	This amount is due to the Creditor on a Pro note dated in the year 1866 granted jointly by me Mr Bennets. A Hulbert Harriss and D Barlow in his favor for money borrowed the money was taken by us.
		328					
		1428	6				

	Le Comte Rodolphe										
3	Bottiniti Domenico Fabbro Maniscalco nella Via Cavalleggeri Numero		15	2	7	0	94 marzo	1864	do		
4	Ledermann Silvery nomig Intendente Generale della Real Casa Numero		70	8	0		1864 Aprile 18	do			
			642	14	0						
			763	8	0						

Rodolphe Comte

Ce jourd'hui vingt deux Mai mille huit cent soixante quatre a dix heures du matin devant Nous Cesare Pes Juge de Paix du premier Arrondissement de cette Ville de Florence, Commis à ces fonctions par Arrêté de Monsieur le Préfet de la Province en date du vingt Avril mille huit cent soixante quatre, Est comparu Monsieur Rodolphe Comte Allemand, Propriétaire, demeurant à Florence, Via Cavour, Numéro quatre vingt deux, lequel nous a déclaré et requis ce qui suit.

Qu'il a été marié à Florence le vingt Juin mille huit cent quarante huit avec Dame Marie Elisabeth Comtesse de Bentheim, née à Francfort sur le Mein le vingt Juin mille huit cent vingt neuf, fille majeure de Monsieur Guillaume Comte de Bentheim, Propriétaire, demeurant à Francfort sur le Mein, et de Dame Marie Elisabeth Comtesse de Bentheim, née Comtesse de Stolberg, son épouse, demeurant à Francfort sur le Mein, ainsi qu'il résulte de l'acte de célébration de leur mariage, reçu par Monsieur le Docteur Schmidt, Officier de l'Etat Civil de Francfort sur le Mein, le vingt Juin mille huit cent quarante huit, dûment légalisé.

Que de leur mariage il est né deux enfants, savoir:

1° Un fils, Rodolphe Comte, né à Florence le vingt Mai mille huit cent quarante neuf, ainsi qu'il résulte de l'acte de naissance dressé par Nous le vingt deux Mai courant, sur la déclaration à Nous faite par le Père, en présence de Monsieur Jean Bottini, Maître Maçon, demeurant à Florence, Via Cavour, Numéro quatre vingt deux, et de Monsieur Jean Bottini, Maître Maçon, demeurant à Florence, Via Cavour, Numéro quatre vingt quatre, témoins majeurs, lequel acte a été inscrit sur les Registres de l'Etat Civil de cette Ville, pour l'année mille huit cent soixante quatre, sous le numéro cent quatre vingt quatre, Partie première.

2° Une fille, Marie Elisabeth Comtesse, née à Florence le quatre Février mille huit cent cinquante quatre, ainsi qu'il résulte de l'acte de naissance dressé par Nous le vingt deux Mai courant, sur la déclaration à Nous faite par le Père, en présence de Monsieur Jean Bottini, Maître Maçon, demeurant à Florence, Via Cavour, Numéro quatre vingt deux, et de Monsieur Jean Bottini, Maître Maçon, demeurant à Florence, Via Cavour, Numéro quatre vingt quatre, témoins majeurs, lequel acte a été inscrit sur les Registres de l'Etat Civil de cette Ville, pour l'année mille huit cent soixante quatre, sous le numéro cent quatre vingt cinq, Partie première.

Dont acte fait, lu et clos le susdit jour vingt deux Mai mille huit cent soixante quatre, en présence de Monsieur Jean Bottini, Maître Maçon, demeurant à Florence, Via Cavour, Numéro quatre vingt deux, et de Monsieur Jean Bottini, Maître Maçon, demeurant à Florence, Via Cavour, Numéro quatre vingt quatre, témoins majeurs, lequel acte a été inscrit sur les Registres de l'Etat Civil de cette Ville, pour l'année mille huit cent soixante quatre, sous le numéro cent quatre vingt six, Partie première.

Thomas Nesbitt	66	1/2	1865				
	76	3/4					
		8					
		1/2					
	17		1865				
		6					
		1/2					
		8					
		3/4

			850	4				
6	Loganadan residing in Washermanpettah in the Black Town of Madras		950	11				This amount is due to the Creditor upon account for money borrowed by me from time to time.
			10	"	"	1867	"	
7	Cheyler ayen residing in Navianeta Street at Cholay in the Black Town of Madras		16	"	"	1865	do	This amount is due to the Creditor for money borrowed me from time to time upon account.
8	Maury Chitty residing at Yodolapallam near the Elephant Gate in the Black Town of Madras		9	"	"	1867	do	This amount is due to the for for money borrowed by me from time to time upon account.
9	Yayapah Chitty residing at John Pereira in the Black Town of Madras		32	"	"	1866	do	This amount is due to the Creditor on two Promisory dated in 1866 and 1867 granted by me in his favor for money borrowed.
			917	4				
			1617	10				

			917	4			
10	Moonearpah Chitty residing in Madras Street at Vepery in the Black Town of Madras	2	1017	14	1866		This amount is due to the Creditor for goods purchased
11	Mr J Bowie Merchant carrying on business in Popham's Broadway in the Black Town of Madras	10			1866	Oct	This amount is due to the Creditor on account of Shop Bills.
12	C Runjiah Chitty & Co Merchants Carrying on business in Vepery High Road within the local limits of Madras	17	8				This amount is due to the Creditor on account of Shop Bills.
13	V. Kisthnasawmy Chitty a partner in the late firm of C Runjiah Chitty & Co residing in Vepery High road in the Black Town of Madras	17	8	4			This amount is due to the Creditor on account of Shop Bills
		964	6				
		1067	14				

			9601	4			
14	Veerasawmy Chetty residing in High Road at Vepery within the local limits of Madras		1064	12	4		This amount is due to this Creditor on account of these Bills.
			2	"	"	1867	do
15	R Bastian residing at Vanton in the Black Town of Madras		20	"	"	1867	do	This amount is due to this Creditor on a Pro note dated in 1867 granted by me in his favor for money borrowed
16	Lazarus residing at Vanton in the Black Town of Madras		12	"	"	1867	do	This amount is due to this Creditor for money borrowed from time to time upon account. —
17	Padavattan residing in Madras street at Vepery within the local limits of Madras		17	"	"	1866	do.	This amount is due to this Creditor on account of these Bills.
	The same Creditor		12	"	"	1865	do	This amount is due to this Creditor on a Pro note jointly granted by me and the Lopez in his favor for money borrowed this money was appropriated by the Lopez.
			1027	4			

		1029	4				
18	Dasary Naiken residing in Bogar Street at Nowtown in the Black Town of Madras	1127	14	"	1866 Decr	do	This amount is the Balance due to the Creditor on a Pr note dated in Decr 1866 in his favr for principal Rs 200 - granted by me and made payable by Instalment of Rs 10 per month. I paid the Creditor Rupees 20 in part of this debt this money was appropriated by me.
"	The same Creditor	180	.	.	1866 Decr	do	Balance due to the Creditor on a Pr note dated in Decr 1866 in his favr for ~~Interest~~ Rs 200 being Interest for the above note of Rs 200 and made payable by Instalment of Rupees 10 per month I paid the Cr in part payment to the note Rs 20
19	Mr Wilson residing in Seven Wells street in the Black Town of Madras	40	.	.	1866	do	Balance due to the Cr on a Pr note dated some time in the or about the year 1866 granted by me in his favr for principal Rs 100 made payable by Instalment of Rs 10 per month I paid the Creditor in part of this debt Rs 60 this money was taken by me
"	The same Creditor	50	.	.	1866	do	Balance due to the Creditor on a Pr note dated sometime in or about the year 1866 granted by me M Perara in his favr for Rs 100 and made payable by Instalments of Rupees 10 per month I paid the Creditor in part of this debt Rs 50 this money was taken by me.
		1477	4	.			
		1377	14	"			

		1477	4	2			
20	Bangharuli Soucar residing in Salay Street at Chuley in the Black Town of Madras	1577	14	0			
		120	0	0	1865	do	Balance due to the Creditor on a Pro note dated some time in or about the year 1865 jointly granted by me Mr S Bowles and Mr S Webster in his favor for Rs 200 and made payable by Instalments of Rs 40 per month I paid the Creditor Rs 80 as part payment to the note this money was taken by me
21	Bayarovlalyee residing in Salay Street at Jogeramalee pettah in the Black Town of Madras	300	0	0	1867	do	This amount is due to the Creditor on a Pro note dated 1867 granted by me and Mr S Sowerby in his favor for money lent this money was taken by Mr Sowerby.
22	Kotahyum Chuly residing in Salay Street at Jogeramalee pettah in the Black Town of Madras	40	0	0	1865	do	Balance due to the Creditor on a Pro note dated in the year 1865 jointly granted by me Mr P Philbert and Mr S Pillay in his favor for Rs 100. In part of the debt we paid Rs 60 this money was taken by us.
		1937	1				

(2)

			1937	4	-		
			2037	12	-		
23	Cheetharam Hawker residing in Ayadapalliam near the Elephant-Gate in the Black Town of Madras	8	-	-	1865	do	This amount is due to the Creditor on a Pro note for dated in or about the year 1865 granted by me in his favor for money borrowed
24	Narsing dos Sonar residing in Salay Trad Gozarathee Jettah in the Black Town of Madras	39	-	-	1866	do	Balance due to the Creditor on a Pro note dated in the year 1866 jointly granted by me and the S. L. Servien in his favor for Rs 250 the Servien had the note in part of the debt Rs 111, then may was taken by the Servien
		1984	4				
		2054	12	-			

93

Dublin.

No	Names and descriptions and places of abode of Debtors—	Amount	when contracted	Specialty or simple	Nature and consideration of the debt— also securities (if any) for the same	witnesses with their residence and other evidence by which the debt may be proved.
					None	

Property in prospective

		Assessed value
1 Interest in Land houses Rents or other Real Estate —	None	
2 Goods Choses in action	None	
3 Property in public Securities Bank or other incorporated Companies annuities &c	None	
4 Unpaid Legacies	None	

Real and personal Estate and Effects in which I have any Interest in reversion remainder or expectancy

		Supposed value of my Interest if not to be sold
1 Interest in Land Houses Rents or other Real Estate	None	
2 Personal Property as goods and certain Debts in action —	None	
3 Other personal property as public Securities Insurances or otherwise shares in Companies annuities	None	
Places pensions and allowances in possession or reversion	I am employed as superintendent in the Madras Unit on a salary of Rs ~~100~~ 85 per month ~~and~~ out of which am I offer Rs 10 monthly for the benefit of my Creditor I have 2 children I my own a Widowed Sister who has 3 children and a brother (Deaf & dumb from his birth) to support	

Exceptive articles

Exceptive articles and the value thereof				
	6 Shirts	6		
	6 Trowers	4	8	
	2 Waistcoats	1		
	4 Coats	5		
	6 pairs of Socks	2		
	6 Handkerchiefs	2		
	6 Chairs	5		
	1 Round Table	5		
	2 Boxes	1		
	1 Coat & Stand	1	8	
	1 Table & Shade	2		
	6 Plates	2		
	6 Pair Cups & Saucers	1	8	
	2 pairs Knives & Forks	2		
	2 Spoons	1		
		45	8	

Insolvent Court
Madras

In the Matter of the Petition
and Schedule of Lazarus
Pereira an Insolvent debtor

Schedule

Sched. pres. 19 Aug. 1867
Hearg. day 15 August 1867
Adjourn the same day
for 20 days for the
benefit of the Insolvent

Sch. & Order 49/67

Insolvent's Petition

(35)

No. 305 26th September 1867

From
Colonel J. Carpendale R.E.
Mint Master

To
The Chief Secretary
to Government

Sir,

Para 1. With reference to Order of
No. 2539 Government as per Margin, I have
dated 28th October the honor to report that Lazarus
1859. P.W.D. Pereira an Apprentice on the Mint
Establishment obtained the benefit
of the Insolvent Act and has
accordingly been suspended pending
the Orders of Government.

2. His permanent salary is
Rs. 30 a Month and he has had
an additional personal salary of
Rs. 55 on the Contingent list for
more than three years for being in
charge of the Workmen in the Foundry
so that there was no excuse for his
getting into debt.

3. A copy of his Schedule is enclosed,

From

from which it will be observed that his debts are entirely for Money borrowed amounting in the aggregate to Rs. 2084-14- and the Judge's order in the case was, that he should give up Rs. 20 a Month out of his income of Rs. 85 to his Creditors: on the other hand, there is to be urged in his behalf, that there were a large number of relatives entirely dependent on him for support; numbering at one time 10 Viz.

Wife
2 Children
Idiotic brother
3 Sisters
Niece & 2 widowed sisters' Children 3

Some Marriages and deaths occurring among the Members having increased the demands upon him.

4. I have carefully enquired into the particulars of his Schedule and I find that out of the sum of Rs. 2084-14- Rs. 939-14- were appropriated by fellow servants who joined him in the

the Promissory Notes, leaving Rs. 1145 only as the amount of debt contracted by him on his own account, and it will be readily understood that this sum by no means represents value received, when I explain, that two items in it for Rs. 180 each, are sums remaining due on two Promissory Notes or Bonds of Rs. 200 each, for which he received as value one sum of 200 Rs. only, the other note for a like amount having been taken by the Money lender as security for his interest. Under this explanation I venture to think that the insolvency may be regarded as attributable to want of ordinary prudence and common sense, but in no way as a case of culpable extravagance calling for punishment, and I therefore beg the sanction of Government for my permitting the Man to return to his duty.

I have the honor to be,
Sir
Your most obedient Servant,
H. Gispendale
Asst. Master

Fort St. G.

(83)

Financial Department.

No. 449

From the Grant Master

Dated 26th September 1867.

FOR ORDERS.

I dont wish to be hasty upon the
matter - but really it seems to me
a bad case - The most we can
do is to put down the charge and have
no further dealings with them.
If they have any mutual account
with us we can then borrow
it to be checked, this would save
a prosecution for making
an Example - But I should be

glad to know what my colleagues
think of it.

I observed this main name as the
first borrower of many of the sums
appeared in a Schedule laid on the
table in Mr. Secy I. Ryckft's Enquiry
(the borrower being a trust) determined that
the principal borrower might be re-employed.
This case is a far worse one than that,
and it strikes me that an example
should be made, as much for the purpose
of keeping the Back Durham Colliery of
Coal from absolutely in Expenses of this
salaries Board warrant as for keeping
other Enquiry Officers that he must
not rely on his supposed security afforded
by a position in a Public Office.
I would not thus Sanction the
re-employment of Lazarus Ferreira Mark

Financial Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read the following
letter from the Mint Master.
Here enter 26th Sept. 1867 No. 305.
Order 8th October 1867 No. 452.

It is observed from
the foregoing letter that
Lazarus Pereira who was
employed as an Apprentice at the Mint
Establishment was in the
receipt of a good salary
and had no great demands
upon him. But notwith-
-standing this his debts amounted
to Rs. 2084, of which about
Rs. 940 were appropriated
by fellow servants. As it
is most essential that this
system of mutual accommo-
-dation and pecklep borrowing
by subordinates should be
checked, the Governor in
Council directs that Lazarus
Pereira shall not be
re-instated

unemployed
~~re~~ violated in the Mint
Establishment.

To the Mint Master -
" Treasurer Dep't
" - ~~Treasury Department~~
" Chief Clerk "
" Solicitor "
" ~~Superintendent~~ Assistant -

Finance d. 1867. Department.

No. 452

PROCEEDINGS OF GOVERNMENT.

Dated. 8 October 1867.

15. 16