M.R.O. 1—77,006—8-6-37.

(1) Number of pages 29

(2) Date of repair

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Financial DEPARTMENT.

G.O. No. 118-119 Press / Mis.

11-14

Dated 4-3- 1869.

11/12

11-14

Not to be folded or roughly handled

Proceedings of the Madras Government, Financial Department,
4th March 1869.

Read the following papers:—

No. 11. To the RIGHT HONORABLE the GOVERNOR in COUNCIL,
Fort Saint George.

Humbly Showeth,

I very submissively beg to lay before you the following few lines, trusting that you will kindly take the same into your judicious consideration, and do me due justice.

2. In the year 1860, Mahomed Moostapha Sahib, son of the late Mahomed Gaulib Sahib, lost at Masulipatam certain number of Government Promissory Notes amounting to Rupees 6300, soon after he informed the same to the local authorities, he caused a Notification to be published in the *Fort Saint George Gazette*, agreeably to the orders of the Accountant General, Fort Saint George, but no discovery was made. We then applied to the Accountant General for duplicate ones. In the meantime Mahomed Moostapha Sahib had died, his heirs, mother, sisters, widow, &c., have applied to the Civil Judge of Guntoor for Certificate, regarding their right to have the duplicate Promissory Notes, and to draw the property of the late Mahomed Moostapha Sahib, who accordingly granted a certificate. In the meantime we applied to the Accountant General, Fort William, to send us duplicate ones, who accordingly sent the same to the Accountant General, Fort Saint George, who (the Accountant General) required a Bond of Indemnity through the Secretary of the Bank of Madras without sending any copy of form of such document. We, with difficulty, on paying 100 Rupees to the Government Solicitor, obtained the same; the Government Solicitor, at the request of the Secretary of the Bank of Madras, required to furnish two or more sureties to double the amount of the stolen Promissory Notes; although we furnished certain respectable people as sureties, they were not accepted, as their real and personal property could not be distinctly valued. Is it possible, or convenient, to require respectable persons to allow their property to be valued for others' sake? They only wished to stand security on their respectability without allowing their property to be valued. I, therefore, humbly request that your Lordship in Council will be pleased to issue orders to the Accountant General, Fort Saint George, or the Secretary of the Bank of Madras, to write to the Collector of Kistna to take only sureties without the valuation of their property, on condition of their returning the duplicate Promissory Notes, whenever required by the Government.

3. This property is our own, and invested in the Government Bank, that we can have the principal and interest whenever we required, although there are number of Native Banks, &c. Even in giving the interest to the heirs of the original incumbents, they are giving with so much difficulty and pains. Consider your Lordship in Council, what faith can the proprietors have. They required no security from the Government when they deposited? Why should security be demanded now, while there are sufficient surety certificate granted by the Civil Judge of Guntoor regarding their claim and heirship?

4. I most respectfully beg to implore your Lordship in Council that this matter is pending for the last eight years; the mother and sisters, &c., are females and helpless; they have no other means to support themselves, except the interest which accrues on the said Promissory Notes. How long can they get loans? Upon what confidence and courage the debtors will oblige, while they are seeing that the Government demand sureties when they ask for interest for the money deposited in Government investment?

5. Considering all these difficulties you be pleased to issue or adopt prompt measures to have the interest of the Promissory Notes of arrears due on them, and to continue even to pay half-yearly once, or even on depositing the Promissory Notes in the Accountant General's Office.

6. Immediate and early instructions of your Lordship in Council is humbly solicited, through the Agent of Sanaka Narsimba Naidoo at Masulipatam. Ever pray.

Masulipatam,
21*st November* 1868.

بسم الله الرحمن الرّحيم
دستخط ناد علي

The signature of Nadi Ally Sahib Mookteyar,
Vakeel on behalf of Fatmatur and others.

Transferred to the Secretary and Treasurer of the Bank of Madras for disposal.

FORT SAINT GEORGE,
ACCOUNTANT GENERAL'S OFFICE,
21*st December* 1868.

(Signed) D. KISSUN SING,
Acting Chief Assistant.

No. 12. From the Deputy Secretary and Treasurer of the Bank of Madras, to the Chief Secretary to Government, Fort Saint George, dated Madras, 13th January 1869, No. 5.

I have the honor to acknowledge the receipt of your docket, No. 2722, of 18th ultimo, and to state, for the information of Government, that the duplicate Notes issued by the Government of India in favor of Mahomed Moostapha Sahib, and referred to in Nadi Ally Sahib's petition of 21st November last, await delivery since March 1864, when they were made over to the Accountant General, with the Proceedings of Government of the 19th of that month, No. 182, Financial Department. These duplicates are still in the custody of this department, as the claimants have failed to procure sureties, who can with safety be accepted for the execution of a bond of indemnity for the penal sum of 12,600 Rupees, which, according to the prescribed rules of the Calcutta Loan Office, is required for the protection of Government.

2. Fatmabee and others, the claimants, proposed three sets of sureties, from time to time, as specified below: but they were all rejected for the reasons contained in the reports of the Collector of Kistna District, copies of which are severally annexed.

3. As regards the petitioner's complaint, that no form of Indemnity was furnished him, I have the honor to state that he was informed, not only by this department, but by the Accountant General to the Government of India, that such documents are not procurable here, nor in the Loan Department at Calcutta, but that they are generally prepared by the Government Solicitor, on being paid for the same by the party requiring it.

4. The original petition addressed to Government is herewith returned.

Memorandum of Sureties proposed.

		Proposed through Government Solicitor in his letter, dated
1st set.	Audum Sahib.... ..... Mahomed Khasum Sahib.....	25th November 1864.
2nd set.	Hasuakan Sahib Sowdagar..... Amir Ally Sahib.	21st September 1865.
3rd set.	Maudoo Vencatakroostniah Naidoo..... Mumedy Saurungapany..... Sanaka Narsimha Naidoo	4th March 1867.

From the Collector of the Kistna District, to the Accountant General, Fort Saint George, dated Masulipatam, 27th February 1865, No. 1.

From the inquiries instituted by the Tahsildar of Guntoor Taluq, in regard to the respectability and position of the two Pensioned Subadars noted in the margin, who were proposed to your department as sureties in a case of renewal of Promissory Notes, referred to in your letter of 6th December last, No. 288, it appears that the parties in question decline to reveal the amount of their property. The one has a pension of Rupees 125, and the other of 40 Rupees a month, but no other apparent property.

Audum Sahib.
Mahomed Khasim Sahib.

From the Acting Collector of the Kistna District, to the Accountant General, Fort Saint George, dated Masulipatam, 4th November 1865, No. 19.

I have the honor in reply to your letter, No. 205, dated 26th September last, to inform you that Hasuakan Sahib Sowdagar and Amir Ally Sahib of Guntoor, are persons of respectability, but do not possess sufficient property, to be sureties to a bond for Rupees 12,600, the former possessing property to the value of 1000 Rupees, and the latter to the value of 500 Rupees.

Proceedings of the Madras Government, Financial Department,
4th March 1869.

From the Collector of the Kistna District, to the Secretary and Treasurer of the Bank of Madras; dated Masulipatam, 11th April 1867, No. 191.

In reply to your letter, No. 10, of 15th ultimo, I have the honor to inform you that the persons therein alluded to are highly respectable, and in good circumstances. The precise amount of their property cannot be ascertained.

No. 13. ORDER THEREON, 4th March 1869, No. 118.

Ordered that the following letter be despatched to the Accountant General to the Government of India.

(Signed) R. S. ELLIS,
Chief Secretary.

No. 14. To the Accountant General to the Government of India, Calcutta, dated Fort Saint George, 4th March 1869, No. 119.

Referring to the correspondence noted in the margin, respecting seven duplicate Promissory Notes, amounting to Rupees 6300, issued in favor of the late Mahomed Moostapha Sahib of Masulipatam, I am directed to transmit copies of letters from Nadi Ally Sahib, Vakeel of the legal representatives of the late Mahomed Moostapha Sahib; and from the Secretary and Treasurer of the Bank of Madras, from which it will be seen that, although several years have elapsed since the issue of the duplicate Promissory Notes, they have not yet been delivered to the parties entitled to them, owing to their inability to comply strictly with the requirements of the Calcutta Loan Office in the matter of security.

To Accountant General to Government of India,		28th November 1863, No. 772.		
From	do.	4th March 1864, No. 1498.		
To	do.	27th May	,, ,,	284.
From	do.	17th June	,, ,,	635.

Dated 21st November 1868, and 13th January 1869, No. 5.

2. The legal representatives, it will be seen, offered three sets of sureties, all which were rejected, the value of the property of one set being considered inadequate, and that of the other two sets not being with certainty ascertainable. The last set of sureties are, however, stated by the Collector to be "highly respectable and in good circumstances," and it is represented by that officer that in his district respectable people will not allow their property to be valued for the sake of others.

3. On the whole His Lordship in Council is of opinion that the contingent risk to Government, in accepting the last offered set of sureties is so remote, and would in all probability be so slight, as to constitute an insufficient reason for depriving four poor and helpless women of property to which they are clearly entitled. I am instructed to request, therefore, that the sanction of the Government of India may be obtained to a relaxation of the rules in this case, and to the delivery of the seven duplicate Promissory Notes to the legal representatives upon their executing a Bond jointly with the last set of sureties offered by them.

(Signed) R. S. ELLIS,
Chief Secretary.

Exd. J. Wright.

Govt. of Madras. 1869.

FINANCIAL.

To

THE ACCOUNTANT GENERAL TO THE GOVERNMENT OF INDIA, CALCUTTA.

Dated March, 4th.

Recd. *Encl.*

G. O., 4th March 1869, Nos. 118 & 119.

MARCH.

Nos. 11—14.

Requesting that the security tendered by the legal representatives of the late Mahomed Moostapha Saib, of Masulipatam, may be accepted, and that the seven duplicate Promissory Notes belonging to them may be delivered.

No. 5-

Public Debt Office.
BANK OF MADRAS.

Madras, 13th January 1869.

To

The Chief Secretary

to Government

Sir,

I have the honor to acknowledge the receipt of your docket No. 2722 of 18th Ultimo, and to state for the information of Government that the Duplicate Notes issued by the Government of India in favor of Mahomed Moostapha Saib, and referred to in Nadally Saibs petition of 21st November last, await delivery since March 1864, when they were made over to the Accountant General with the Proceedings of Government of the 19th of that month, No. 182. Fin. Department. These Duplicates are still in the custody of this Department, as the claimants have failed to procure Sureties, who can with safety be accepted for the execution of a bond of indemnity for the penal sum of 12600 Rupees, which according to the prescribed rules of the Calcutta Loan Office is required for the protection of Government.

2. Fatmabee and others the claimants, proposed three sets of Sureties, from time to time, as specified below, but they were all rejected for the reasons contained in the reports of the Collector of Kistna District, copies of which

are

are severally annexed.

3. As regards the Petitioners complaint that no form of Indemnity was furnished him, I have the honor to state that he was informed not only by this Department, but by the Accountant General to the Government of India, that such documents are not procurable here, nor in the Loan Department at Calcutta, but that they are generally prepared by the Government Solicitor, on being paid for the same by the party requiring it.

4. The original petition addressed to Govern: ment is herewith returned.

Memo of Sureties proposed

		*Proposed thro' Govt Solicitor in his letter dated	
1st Set	Audum Sahib Mahomed Khasum Sahib		25th November 1864
2nd Set	Hasnahan Sahib Sowdagar Amir Ally Sahib		21st September 1865
3rd Set	Mandoo Vencatakreestniah Naidoo Mumedy Saurungapany Sandha Narsimha Naidoo		4th March 1867

I have the honor to be.

Sir.

Your Most Obedt Servant,

W. [illegible]

Dy Secy and Treasurer

MG

No. 1

Kistna District
Collector's Kachery
Masulipatam
27th February 1865.

From

G. Thornhill Esqre
Collector of Kistna District

To

The Accountant General to the Government of Madras.

Sir.

From the enquiries instituted by the Tahsildar of Guntoor Taluk in regard to the respectability and position of the two Pensioned Subadars noted in the margin, who were proposed to your Department as sureties in a case of renewal of Promissory Notes referred to in your letter of 6th December last No. 288, it appears that the parties in question decline to reveal the amount of their property. The one has a pension of Rupees 125 and the other of 40 Rupees a month, but no other apparent property.

Audum Sahib
Mahomed Khasim Sahib

I have &c
Signed G. Thornhill
Collector of Kistna District

No. 19

Kistna District. Collector's Kachery
Masulipatam 4th November 1865

From

J. A. N. Chase Esqre
Acting Collector Kistna District

To. F. Lushington Esqre
Accountant General Fort Saint George

Sir.

I have the honor in reply to your letter No. 205 dated 26th Sept. last to inform you that Hasnahan Saheb Sowdagar and Amir ally Saheb of Guntoor are persons of respectability but do not possess sufficient property to be Sureties to a bond for Rupees 12,600, the former possessing property to the value of 1000 Rupees and the latter, to the value of 500 Rupees.

I have &c
Signed J. Chase
Acting Collector

No 191.

Kistna District Collector's Cacherri
Masulipatam. 11th April 1867.

From The Collector of Kistna District

To.

The Secretary and Treasurer
Bank of Madras.

Sir. In reply to your letter No 10 of 15th Ultimo. I have the honor to inform you that the persons therein alluded to are highly respectable & in good circumstances the precise amount of their property cannot be ascertained

I have &c.
Signed G Thornhill
Collector.

Rec'd 25 April 67 Ans'd 27 April 67 - 19 Bunds Ks — 55-03 Pais 55-03 Rec'd — — — 8 Ans 27 April — — — 54-15

Ans 113 - 7. Thornhill. 7
Incloses last - the [illegible] Amount Enclosed to the Accountant General
for Government Orders.
Fair Copy.

c 22 Copy Rd 25 Ans 27 April R Thornhill

No 113

Bo 24

Expects a the Estate from Kadeley Kaie
Encloses parawatta regarding to certain Negligence of Promissory Notes.

Pencil 1 Ans Rec'd Bank Bank 4 Mascd 1867
Bundles of Pencil
Bradshaw Haine
Bo 5.

L.

Memorandum regarding the Duplicates of seven Promissory Notes the property of the late Mahomed Mustapha Sahib of Guntoor.

The heirs of the late Mahommed Mustapha Sahib of Guntoor brought to the notice of Government, under date the 24th Octr 1863, through their Vakeel Nadi Ally Sahib, the loss of seven Promissary Notes of the value of Rs 6,300; & solicited the issue of duplicates of the same.

letter No 772

2. On the 28th Nov/63. application was made by this Government to the Government of India for the issue of the duplicates.

letter. 4th March /64 No 3572.

3. The duplicates were accordingly issued in March /64. They were sent to the Accountant General with G. O. dated 19th March No 182, for delivery

delivery to the legal repre=
sentatives of Mahommed
Mustapha Sahib of Guntoor,
on their applying for the
same, duly executing,
jointly with two approved
sureties, the usual Bond
of Indemnity, and signing
the receipt & paying
the usual renewal fee.

4. The Vakeel,
Nadi Ally Sahib, now
requests, on behalf of the
legal representatives,
that orders may be
issued to the Account=
ant General, or to the
Secretary to the Bank of
Madras, to accept
sureties without requiring
the valuation of their
property, but on the
condition of their re=
turning the Duplicate
Promissory Notes when=
ever required by the
Government.

From

Petition dy 21st Nov. 68.

dy 13th Jany. 69. No. 5.

5. From the Report
of the Deputy Secretary of
the Bank of Madras
it will be seen that the
Duplicates of the Promis=
sory Notes are in the
Bank's Custody, the
Claimants having failed
to procure Sureties who
could with safety be
accepted for the execution
of a bond of indemnity
for the penal sum of
Rs 12,600, which, according
to the prescribed rules
of the Calcutta Loan
Office, is required for
the protection of Government.

6. The Claimants
from time to time pro=
posed three sets of
Sureties, which, the Deputy
Secretary states, were all
rejected for the reasons
contained in the reports
of the Collector of the
Kistna

Kistna District, copies of which are enclosed.

7. It seems from the Collector's last ~~——~~ report that the Sureties therein referred to "are highly respectable and in good circumstances"; but that "the precise amount of their property cannot be ascertained."

8 - The Vakeel Nadi ally Sahib states in his petition above referred to, that respectable people will not allow "their property to be "valued for others' sake", although they may be willing to stand Sureties

9. It is clear that the heirs of the late Mahommed Mustapha Sahib of Guntoor are unable to furnish security other than

I agree with Mr. Collectors C: Sec to Govt, as regards, non the-act of a member of a family whose Relations advance or borrow money Currently any right-in the Head of a Government to Estabishment

Agreed. A.

See paragraph 3 of this memo.

I do not see how we can help the Petitioners under the circumstances unless they can produce Securities who are entitled to possess property of the description amount.

A J A.

15x

than that of personal security.

10 It is ~~impossible~~ for this Government to determine whether they will apply to the Government of India for any relaxation of the Rules in favor of the Claimants, or whether the Claimants should be again required to comply with the conditions specified in G. O. dated the 19th March 1864 No 182, before the Notes can be delivered to them.

It seems a hard case that the heirs should be kept out of their property for a remote contingent risk.

Govt. R.H.

Memd. regarding the Duplicates of 7 Rs. 1000 Notes of the late Mahd Moostapha Saib

Taken [illegible]

Counsel

c 22 Jany
Rd Sel:

dis Pd 11/3

3 Lack Rs

5

17x

Financial Department.

No. 119.

To

The Accomtant General to the
Government of India
Calcutta

Sir,

Referring to the cor-
-respondence noted in the
margin respecting seven du-
-plicate Promissory Notes
amounting to Rs. 6,300, issued
in favor of the late Maho-
-med Moostapha Saib
of Masulipatam, I am
directed to transmit copies
of letters from Syadi Ally
Saheb, Vakeel of the legal
representatives of the late
Mahomed Moostapha
Saib; and from the Secre-
-tary and Treasurer of
the Bank of Madras, from
which it will be seen that
although several years
have

To Accts Genl to Govt of India 28th Novr/63 No. 772.
From ——— do ——— 4th Mar/64 No. 1498.
To ——— do ——— 27th May/64 No. 284.
From ——— do ——— 17th June/64 No. 685.

D/21st Nov/68 & 13th Jany/69 No. 5

have elapsed since the issue of the duplicate Promissory Notes, they have not yet been delivered to the parties entitled to them, owing to their inability to comply strictly with the requirements of the Calcutta Loan Office in the matter of security.

2. The legal representatives, it will be seen, offered three sets of sureties, all which were rejected, the value of the property of one set being considered inadequate, and that of the other two sets not being with certainty ascertainable.

The last set of sureties are, however, stated by the Collector to be "highly respectable and in good circumstances" and it is represented by that Officer that in his District, respectable people will not allow their property to be valued for the sake of others.

3. On the whole His Lordship in Council is of opinion, that the contingent risk to Government, in accepting the last offered set of sureties is so remote and would in all probability be so slight, as to constitute an insufficient reason for depriving four poor and helpless women of property to which they are clearly entitled.

I am instructed to request therefore that the sanction of the Government of India may be obtained to a relaxation of the rules in this case, and to the delivery of the seven Duplicate

Duplicate Promissory Notes,
upon the legal representa-
tives upon their executing a Bond
jointly with the last set
of sureties offered by them.

Duplicates of Pro-
missory Notes.

(4)

Circulate

7 No. 228

Lt Hunt
Letter to Indore 16C

c 22 Feby

Govt. of {1869} Madras.

Financial

To

The Accountant General to the
Govt. of India, Calcutta.

Dated March 4.

Rcvd. Encl.

G. O. 7 March. 1869, No. 118. 119.

Nos. 11. 14.

Requesting that the security
tendered by the legal representa-
tives of the late Mahomed
Moodapha Saib of Cossulepa-
tam may be accepted, & that
the seven duplicate Promissory
Notes belonging to them may be
delivered.