

(1) Number of pages 14(2) Date of repair 13-6-41(3) Initials of the Referencer J

MADRAS RECORD OFFICE.

Government of Madras.

DEPARTMENT.

G.O. No.	<u>1446</u>	Press Mis.
Dated	<u>25-6-41</u>	18 52.

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

JUDICIAL DEPARTMENT.

READ—the following papers:—

G.O., dated 31st August 1882, Mis. No. 1078, Financial.

Read—the following letter from R. E. HAMILTON, Esq., Officiating Assistant Secretary to the Government of India, Department of Finance and Commerce, to the Chief Secretary to Government, dated Simla, 21st August 1882, No. 3289:—

I am directed to forward, for the information of the Government of Madras, the accompanying copy of a memorial addressed to His Excellency the Viceroy and Governor-General in Council by Mungamoor Narasimha Rao, of Nellore, representing the hardship and inconvenience to which a person, having to execute a Bond of Indemnity for the purpose of obtaining a duplicate of a lost Government Promissory Note, is subjected in consequence of the exorbitant fees now charged by the Government Solicitor, Madras, and praying that he may be exempted, as a special case, from executing an Indemnity Bond.

2. The Government of India cannot dispense with the execution of Indemnity Bonds in such cases, and the memorialist has been informed accordingly. His complaints as to the Government Solicitor's charges are, however, to the Governor-General in Council to be reasonable, and I am desired to request that you will move His Excellency the Governor in Council to consider whether the scale of fees authorised for the Government Solicitor, Calcutta, in similar cases, may not be adopted also by the Government Solicitor, Madras. This scale is shown in the accompanying copy of a letter from the Government Solicitor, Calcutta, to the Comptroller-General, No. 800, dated 25th August 1880.

ENCLOSURES.

To
HIS EXCELLENCY THE VICEROY AND THE
GOVERNOR-GENERAL OF INDIA IN COUNCIL,
Simla.

The humble memorial of MUNGAMOOR NARASIMHA RAO, late English Head Accountant, Collector's Office, Kurnool, and now Government Pensioner, residing in Nellore Town, in the District of Nellore, Madras Presidency.

MOST RESPECTFULLY SHEWETH,—That your Excellency's petitioner is the holder of Government Promissory Notes* for Rs. 5,100, which had been in his enjoyment for the last thirty years, and the petitioner's son † had in his enjoyment Promissory Notes for Rs. 2,800 for the last eight years, i.e., since the family partition.

2. That your petitioner and his son, owing to misfortune, had lost all the Promissory Notes in 1880 and 1879 respectively, and their loss was, according to the rules in force, advertized at their own cost in the *Gazette of India* and the *Fort St. George Gazette*. Soon after the same was

* Nos. 018972, 11365, 4 per cent. Loan of 1854 and 1855, Rs. 4,600.
No. 025798, 4½ per cent. portion of 1879 for Rs. 500.
† Mungamoor Lakshminarsu and his wife Lakshamma.

detected. As is really the case, no claimant had appeared, and the petitioner's son had, in October last, on the expiry of two years, applied to the Comptroller-General, who decided that the petitioner's son is the proper claimant for the said Promissory Notes; but though fully convinced of the truth of the claim of the petitioner's son, the Comptroller-General, under the rules, directed the petitioner's son to execute an Indemnity Bond with two sureties. Unexpectedly the Government Solicitor, Madras, stated in his letter, No. 234, dated 16th May 1882, to the petitioner's son that he must pay Rs. 86½ as expense to prepare the Indemnity Bond, and in the list of expenses included several items which seem unreasonable. The petitioner begs to enclose copy of the list received from the Government Solicitor for your Lordship's perusal:—

1st Item.—Rs. 7 for looking into papers received from the Comptroller-General. When the Government Solicitor is paid a handsome salary by Government, is he not bound to look into papers received from the Comptroller-General, Calcutta, without demanding fees?

2nd and 3rd Items.—He demands Rs. 21 for preparing the draft bond and Rs. 15 for fair-copying it. He entered another sum of Rs. 15 for engrossing the bond, which is most unreasonable, whereas he claimed high sum, Rs. 15, for fair-copying the bond, which could be got done with a trifling expense. Your Excellency may further observe that it could be engrossed without being fair-copied.

4th, 5th, 7th, and 8th Items.—He included in the list, apparently for some one, 3½ rupees for attending the Government Solicitor in view to the bond being approved, and 1½ rupees for receiving the bond approved. Similar fees are also charged for taking to, and receiving from, the Government Solicitor the rough and fair bonds in view of being examined.

9th and 12th Items.—Further, for attending, stamping engrossment, and for attending the Government Solicitor with the engrossment of the bond 3½ rupees were respectively charged. Sums were also claimed for writing letters, &c. In the 15th or the last item it appears he received 1½ rupees for postage, while the letters received from the Government Solicitor (covers preserved) by the petitioner's son show that the postage labels of 5 annas only were affixed; and what is more surprising is that he received this money while he affixed to the covers service postage labels supplied by Government. The petitioner therefore thinks that he demanded all these sums unreasonably. Another procedure observed by the Government Solicitor in the preparation of the bond is that he held the petitioner's son and his sureties liable for Rs. 6,000 for numberless generations. How could the Government Solicitor believe that this illimitable bond would serve the purpose, when the Limitation Act XV of 1877 clearly defines the limitation of all bonds to be three years? Perhaps the Government Solicitor may say that the limitation prescribed for suits by or on behalf of the Secretary of State for India is sixty years; but it is evident that the Secretary of State for India will have occasion to sue the petitioner's son only in case a third party first sued the Secretary of State for India regarding the Promissory Notes in question; and the time allowed to a third party to bring a suit is only three years. How could it be expected that the petitioner's son and his sureties or their heirs for numberless generations (or, in other words, as long as the British Government lasts) continue in the same state of opulence? When the petitioner's son had experienced such harsh treatment from the Government Solicitor, what better treatment could the petitioner expect when he will have to execute a like Bond of Indemnity three or four months hence.

3. That from the above circumstances it is evident that the petitioner has to seek for sureties for Rs. 15,000 according to the arguments of the Government Solicitor, and shall have also to pay about 200 rupees as fees for the preparation of the bond.

4. That holding the Notification of the Government of India, dated Fort William, 11th January 1882, No. 59, is intended to secure the interests of Government, it is quite unnecessary that the public should be put to such inconvenience, as of executing a Bond of Indemnity even in cases beyond all doubt. In the petitioner's case, the Collectors of the Nellore and Kurnool Districts are able to certify that the petitioner had drawn interest for the last thirty-five years. While such is the case, what reasonable doubt could be entertained as to the legality of the petitioner's title to the Government Promissory Notes? When there is no doubt as to the title of the petitioner to the Government Promissory Notes, there would be no reason to withhold the grant of the duplicates, even after the lapse of two years from the date of the notification of loss by petitioner calling for any supposed claimants to the Promissory Notes. Even after such formal invitation in the *Gazette of India* and *Fort St. George Gazette* for supposed claimants, and waiting for two years for them (though it could not, in point of fact, be expected that any person would come forward to claim them), the petitioner thinks it unnecessary to wait for six years longer the issue of the duplicates. Another equivocal wording in the notification on which the Government Solicitor put in an unfair interpretation is that the Bond of Indemnity should remain in force after the grant of duplicates. It may be further observed that the Bond of Indemnity is indispensable in cases of doubtful title, for instance, where the notes might have come to the present holder a year or two previous to the loss of the notes in question, whereas in the petitioner's case it is clear that the bonds were in possession of the petitioner for the last thirty-five years. In the Evidence Act I of 1872, Section 90, it is clearly stated that a document thirty years old proves itself without further evidence. It may be said that this applies only to documents forthcoming; but Section 65 of the same Act clearly says that secondary evidence may be received as regards lost documents.

In the present case of the petitioner, the interest registers and cancelled notes as regards the Promissory Notes in question (now in Comptroller-General's Office), as well as the certificates of the Collectors of the above districts, will place the title of the petitioner beyond all doubt. Decree in Original Suit No. 380 of 1868 of the Madras High Court, deciding these Promissory Notes as petitioner's property, also clears all doubts in the matter. All these circumstances are conclusive enough to show that the petitioner is indisputably the real claimant of the lost notes. It could not therefore be legally presumed that the title of the petitioner to the Promissory Notes issued thirty-five years ago in the petitioner's name would be disputed.

5. That the public are under the impression that the money will be safe if invested in Government paper, and if the public are put to such inconvenience when unfortunately they lose the bonds, and if they are required to spend large sums and spare great pains towards the getting of the duplicates, a great hardship should be worked on them.

6. That in conclusion the petitioner humbly prays that your Excellency in Council may be graciously pleased to consider all the points above set forth, which are really a grievance to, and a burden on, the public, as well as in the personal interest of the petitioner, and render justice by passing orders exempting the petitioner, as a special case, from executing a Bond of Indemnity for the Promissory Notes, about which the Collectors and District Magistrates of Kurnool and Nellore are well aware to certify that the Promissory Notes in question had been in the sole enjoyment of the petitioner for the last thirty-five years. If your Excellency think that it is necessary to execute a Bond of Indemnity whether the claimant's title is undisputed or not, it is equitable that your Excellency in Council, after due consideration, should prescribe a form of Indemnity Bond in order that the petitioner may copy and execute it in the presence of the Collector of the district, which would obviate the burden of paying the arbitrary fees demanded by the Government Solicitor.

For which act of charity and kindness petitioner, as in duty bound, shall ever pray.

NELLORE,
2nd June 1882.

(Signed) MUNGAMOR NARASIMHA RAO.

M. LAKSHMINARU and M. LAKSHMAMMA.

To BARCLAY and MORGAN Dr.

Re Bond of Indemnity from yourselves to the Right Honorable the Secretary of State for India in Council.

	RS.	A.	P.
1882.			
March.—Perusing papers as instructions for Bond of Indemnity ..	7	0	0
April.—Drawing Bond for 20	21	0	0
Fair-copying same	3	8	0
May.—Attending Government Solicitor therewith for approval ..	1	4	0
Attending, receiving the Bond approved	15	0	0
Engrossing same			
Attending Government Solicitor therewith and with approved draft Bond for examination	3	8	0
Attending, receiving same examined	1	4	0
Attending, stamping engrossment	3	8	0
Attending, receiving letter from you informing that in the Bond of Indemnity sent to you for approval the term of six years is nowhere mentioned; showing the limit to which your sureties were to be bound as pointed out in the Proceedings of the Comptroller-General, No. 2, dated 8th February 1882, and requesting insertion of six years. Writing to you in reply stating that no reference is made either in the Proceedings of the Comptroller-General or in the Notification in the <i>Fort St. George Gazette</i> in regard to the Bond of Indemnity being limited to six years	1	4	0
Attending Government Solicitor with engrossment of the Bond ..	2	4	0
Writing to the Tahsildar of Nellore therewith and thereon ..	3	8	0
Paid stamp-duty on Bond	2	4	0
Postages	5	0	0
	1	4	0
Total ..	86	8	0

From C. SANDERSON, Esq., Solicitor to the Government of India, to the Comptroller-General, dated Fort William, 25th August 1880, No. 800.

I have the honor to acknowledge the receipt of your letter, No. 4138-D, dated the 24th instant, inquiring what my practice is, as regards the fees I charge to parties on whose part I prepare Bonds of Indemnity, in cases of loss of Promissory Notes, and, with reference thereto, I beg to state that I have different printed forms of bonds, which have been carefully settled by the Law Officers of the Crown, and these are altered according to the circumstances of each case. Sometimes the printed forms are not applicable, and the bond has to be drawn and engrossed. As regards the charges, these were settled by Mr. Ritchie, when Advocate-General in 1859, and were approved by Government, and are as follows:—

For securities not exceeding in amount Rs.	500, no charge.
Do. do. "	1,000, 1 gold mohur.
Do. do. "	2,000, 2 " "
Do. do. "	3,000, 3 " "
Do. do. "	4,000, 4 " "
Do. do. "	5,000, 5 " "

For all exceeding " 5,000, 6 " "

When the bonds are settled by the Standing Counsel, which, as a general rule, Mr. Ritchie advised should be done when the amount exceeds Rs. 2,000, the fees are as follows:—

	To Govern- ment Soli- citor.	To Stand- ing Coun- sel.
For securities exceeding Rs. 2,000 but not exceeding Rs. 3,000, 2 gold mohurs.	1 gold mohur.	
Do. 3,000 do. " 4,000, 3 " "	1 " "	
Do. 4,000 do. " 5,000, 3 " "	2 " "	
For securities exceeding " 5,000, 3 " "	3 " "	

Copy of the above and of the letter from the Government Solicitor, Calcutta, referred to therein, forwarded to the Government of Bombay for information and for favor of report as to whether the scale of fees adopted by the Government Solicitor, Bombay, is the same as that authorised for the Government Solicitor, Calcutta, and, if not, whether the Calcutta scale may not be introduced in Bombay.

Order—dated 31st August 1882, Mis. No. 1078, Financial.

Recorded; and communicated to the Judicial Department with reference to the question raised regarding the fees of the Government Solicitor.

(True Extract.)

(Signed)

C. G. MASTER,
Chief Secretary.

To the Accountant-General, paragraph 1 and part of paragraph 2.
" Judicial Department, with enclosure.

G.O., dated 16th September 1882, Mis. No. 1310, Judicial.

Read—Proceedings in the Financial Department, dated 31st August 1882, No. 1078.

Order—dated 16th September 1882, Mis. No. 1310, Judicial.

These papers will be communicated to the Government Solicitor, Madras, with the intimation that, in future, he must accept the rates charged in Calcutta for preparing Bonds of Indemnity in case of loss of Government Promissory Notes.

He will also explain the allegation made in the petition as to the use of Service Postage Stamps in his correspondence with petitioner's son.

(True Extract.)

(Signed)

C. G. MASTER,
Chief Secretary.

To the Government Solicitor, with copy of G.O., Financial, No. 1078
(and petition in original to be returned).

From E. BARCLAY, Esq., Government Solicitor, Madras, to the Chief Secretary to Government, dated Madras, 18th September 1882, No. 445.

I beg to acknowledge receipt of copy of Order of Government, Judicial Department, under date 16th September 1882, No. 1310, with copy petition from Mungamoor Narasimha Rao to His Excellency the Governor-General of India in Council, and copy Proceedings of Government, Financial Department, dated 31st August 1882, No. 1078.

2. With regard to the complaint made by Narasimha Rao regarding what he calls the exorbitance of my charges for preparing the Bond of Indemnity, I can only say that he was charged the usual fees which have always hitherto been paid by other persons without complaint. I do not know what the Calcutta rates for Bonds of Indemnity are, but if you will send me a copy of the letter from the Government Solicitor, Calcutta, referred to in the letter from the Government of India, Department of Finance and Commerce, dated 21st August 1882, No. 3289, I will take care that in future the Calcutta charges are made. I have two other Bonds of Indemnity in course of preparation, so perhaps you will be so good as to direct that I be furnished with the copy letter as soon as possible.

3. With regard to the charge brought against me by the petitioner of having used service postage labels, I would point out that my communications to his son, to the Tahsildar in charge of the Treasury, Nellre, and to the Comptroller-General, Calcutta, were written by me as Government Solicitor, and were consequently franked by me, and I therefore used service postage labels. I saw, however, no reason why the petitioner's son should not pay such postage as it was incurred for his benefit, and I accordingly charged it in the bill, and Government will be credited with the amount in the usual course when my contingent bill is passed. I advance money in small sums to buy service postage labels and to pay small fees for Government, and when my contingent bill is passed and I receive the amount, I recoup myself what I have so advanced. I find this more convenient and safer than keeping Government cash in my office for petty disbursements on account of Government. I found this to be the practice when I took charge of my office, and I have continued it.

4. I return the copy petition.

ORDER—dated 25th September 1882, No. 1404, Judicial.

Copy of the letter referred to in paragraph 2 will be furnished.

2. The explanation of the Government Solicitor in paragraph 3 is accepted.

(True Extract.)

Chief Secretary.

To the Government Solicitor, Madras.
" Editors' Table.

Exd. A. F. Good

JUDICIAL.

Reed.

G.O., 25th September 1882, No. 1404.

SEPTEMBER,

Furnishing the Government Solicitor with copy of the Calcutta rates of charges for preparing Bonds of Indemnity, and accepting his explanation regarding his use of service labels, the cost of which he charged to the person on whose account it was incurred.

Read also the following papers: ^{13 P}

2000

1940

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PAULINE.

2.

THE CHIEF OF BUREAU OF COMMERCE.

215

1. REPLY TO A LETTER FROM THE CHIEF OF GOVERNMENT, INDIA, DATED 12.12.1971, WITH COPY REFLECTION FROM MURGAPOOR HANARLINA CO. 11.12.1971. THE CHIEF OF GOVERNMENT OF INDIA IN COUNCIL, IN COPY PROCEEDINGS OF THE FINANCIAL DEPARTMENT, DATED 12.12.1971.

2. WITH REGARD TO THE COMPLAINT MADE BY HARASINGHA
REGARDING THAT HE CALLED THE ATTENTION OF MY CHARGES FOR
THE BOND OF INDEMNITY, I CAN ONLY SAY THAT HE HAS
CHARGED THE SAME FEES WHICH HAVE ALWAYS HITHERTO BEEN
BY OTHER PERSONS WITHOUT COMPLAINT. I DON'T KNOW THE
CALCULATED FOR FEES OF INDEMNITY ARE, BUT IF YOU WILL
SEND ME A COPY OF THE LETTER FROM THE GOVERNMENT SOLICITOR
CALCUTTA, I WILL SEND TO YOU THE LETTER FROM THE GOVERNMENT OF
INDIA, DEPARTMENT OF FINANCE AND COMMERCE DATED 21ST AUG
1910. I CAN SAY THAT IN THE CALCUTTA
CHARGES ARE MADE. I HAVE TWO OTHER BONDS OF INDEMNITY IN
COPIES OF INDEMNITY SO PERHAPS YOU WILL BE AS GOOD AS

TO DIRECT THAT I WILL FURNISH YOU THE COPY LETTER

AS SOON AS POSSIBLE.

1. WITH REFERENCE TO THE COPY LETTER DATED 10
BY THE DIRECTOR OF THE BUREAU OF SERVICE POSTAGE AND
I WOULD POINT OUT THAT MY COMMISSION IS IN HIS HAND,
AND FACILITIES IN CHARGE OF THE BUREAU, AND
THE COMPTROLLER GENERAL OF THE BUREAU OF SERVICE POSTAGE, AS
GOVERNMENT SOLICITOR AND ATTORNEY GENERAL, AND
RE, AND I WOULD POINT OUT THAT I HAVE NO REASON WHY THE PETITIONER'S SON SHOULD NOT
PAY SUCH POSTAGE AS IT WAS ORDERED FOR HIS SERVICE.
I AM SURELY SURE THAT IN THE BILL AND GOVERNMENT WILL
BE COMPLETED WITH THE AMOUNT IN THE BUREAU OF SERVICE POSTAGE
CONTINGENT BILL IS PASSED. I ADVISE YOU THAT I SHALL
TO BUY SERVICE POSTAGE AND TO PAY WILL BE
GOVERNMENT AND WHEN MY CONTINGENT BILL IS PASSED AND I
RECEIVE THE AMOUNT, I SHALL BE ABLE TO PAY AS ADVANCED
FOR. I FIND THIS NOTE GIVEN TO ME BY THE BUREAU OF
GOVERNMENT CASH IN MY OFFICE FOR THE BUREAU OF SERVICE POSTAGE
ACCOUNT OF GOVERNMENT. I FOUND THIS TO BE THE PRACTICE
THAT I AM IN CHARGE OF MY OFFICE AND I HAVE CONTINUED IT.
4. I RETURN THE COPY LETTER FOR YOU AND

I AM, SIR,

YOUR OBLIGED SERVANT.

Quintus Bailey

COMPTROLLER GENERAL.

jud (1012.) DEPARTMENT.

FROM,

THE GOVERNMENT SOLICITOR,

BALFAC.

TO,

THE CHIEF SECRETARY

TO GOVERNMENT.

14P

Order 25.4.1902, No 1404
11

Copy of the letter re.
ferred to in para 2,
will be furnished.

2. The explanation of
the post SDP in para
3 is accepted.

3d sent
21/9
To the Govt. Secy, Madras
Editor's Table.
[unclear] [unclear]
[unclear] [unclear]

21/9
23/9

10.4.1902.

MAHARAJA DATED 10TH APRIL 1902.
RECEIVED 2d

CONFIDENTIAL
ENCLOSURE 1.

ACKNOWLEDGING RECEIPT OF COPY
OF ORDER OF GOVERNMENT DATED 10TH APRIL
1902 NO. 1810 WITH COPY PETITION
FROM M. NARASIMHA ROW TO HIS EXCELLENCY
LORD THE GOVERNOR GENERAL OF INDIA
IN COUNCIL AND EXPLAINING THAT THE
CLAIMS MADE BY HIM FOR TRAVEL
THE COST OF INSURANCE AND THE DUE
FEE OF HIS ATTORNEY AND REQUESTING
TO BE FURNISHED WITH A COPY OF THE
CALCUTTA CHARGE TO enable him to
make same.

~~Despatch~~

BACK PAPER, No. OF 1882.

By Order of Government, dated 31/12 4. L3B
No. 1072 Miscellaneous.

— 40. 16 Sep/82-1310.4

FURTHER PAPER, No. OF 1882.

ENCLOSURES.

CURRENT No.

3098

STATEMENT WITH DITT.

ORDER, &c. OF GOVERNMENT—A.

PAPERS KEPT OUT OF FILE FOR DESPATCH IN ORIGINAL
(not paged.)

Order 40
Letter
Collection

N.B.—
A = Print in full.
B = Not to be printed.
P = Print abstract only.
Q = Print heading only.
R = Print, but not for monthly volume

15/10/82

16-1-60
30/3/39 II
[1]
PRESS.

Just DEPARTMENT.
G.O. DATED 25 Sept/82
No. 1404

20-9-17
24-2-19
First copy sent to Press.

Returned for signature. 11/10

Despatched in print. 11/10

[Despatch Abstract.]

Bonds of Indemnity
furnishing the Govt.
secretary with copy of
the Calcutta rates for
of charges for preparing
bonds of indemnity &
accepting two Subordinates
regarding the issue of Service
charges for which he has
to be responsible on whose
account the necessary
charges are incurred.