

# MADRAS RECORD OFFICE.

Government of Madras.

*Political* DEPARTMENT.

|          |              |                          |
|----------|--------------|--------------------------|
| G.O. No. | 1002         | Press<br><del>Mis.</del> |
| Dated    | 26. 11. 1887 |                          |

Not to be folded or roughly handled

*Fort Saint George, Political Consultation, 1st December 1857.*

No. 15. From Surgeon E. G. BALFOUR, Government Agent at Chepauk; to E. MALTBY, Esq., Acting Chief Secretary to Government, Fort Saint George, dated 26th October 1857, No. 305 of P. C. S.

SIR,

With reference to the Orders in Extract Minutes of Consultation of the 17th September, No. 793, I have the honor to report as my opinion that the amount claimed by Ackbar Ally is due by Carnatic Stipendiary, No. 1313, Etibarood Dowlah. The defendant having acknowledged that the amount was borrowed by his deceased mother and that all the property of deceased, has come into his sole possession, to the exclusion of his Elder Brother and his two sisters. I have the honor to subjoin copy of the evidence in this case, the investigation of which had to be adjourned owing to the non-attendance of defendant on the first day.

(Signed) EDWARD BALFOUR,  
*Government Agent.*

Ackbar Ally, appears.

Son of Wullee Mahomed Khan Bahadoor.

States.—Dowlut oon Nissa Begum got from me in January 1856, the sum of Rupees One hundred as a loan. I sent it through her eldest son's wife Enayet oon Nissa Begum, I have no receipt. Begum Sahib ordered Itebar ood Dowlah to pay me Rupees 10 per mensem, as she had received Rupees 100:—to pay it out of her monthly allowance. He never gave any. I do not know that the Begum left any property, she died in debt; she gave the order in my presence.

Taken by and explained by me to Ackbar Ally, this 8th October 1857.

(Signed) العبد اكبر علي

Investigation adjourned as, though summoned, Itebar ood Dowlah Bahadoor is not present.

(Signed) E. G. BALFOUR,  
*Government Agent.*

1857, 20th October.

Mudar ool Oomrah Bahadoor Witness summoned by Ackbar Ally—copy of a petition being shown to him: acknowledges to have seen the Original—sent 26 days of Begum's allowance, after her death. The Nabob gave the house to the Begum.

(Signed) مدار الامرا

Etebar ood Dowlah Bahadoor present. The 26 days' allowance was for funeral expenses: I told Ackbar Ally that if my mother's allowance was continued, I would continue the payments. I told him, when the 26 days' allowance came, that if my mother's pay were issued I would pay him, the pay of many deceased people has been continued. When he asked me on a subsequent occasion after my mother's allowance was discontinued, I replied my mother's allowance was not continued, I cannot pay. When my mother told me to make payments she was at the point of death, and I agreed to do every thing she said in order not to disturb her. I do not know any thing of fourteen months' wages being due by me to my mother's servants. The Begum did not leave any property to me, the house is Sircar property. There were no goods and none was in my possession,—except a pot and Chilum Chee and a few such trifles.

In the year 1271, the Clothes which the Begum got from Auzeem oon Nissa Begum she gave and sold in her life time.

(Signed) اعتبار الدول

Syed Abdool Kader Khan Bahadoor, summoned by Ackbar Ally.

Ackbar Ally did not give Rupees 100 in my presence, the Begum said, viz: Dowlutoon Nissa Begum, mother of Etebar ood Dowlah and my Grandmother, in my hearing. She have

Fort Saint George, Political Consultation, 1st December 1857.

borrowed Rupees 70, with Rupees 30 of interest, from Ackber Ally, and she bid Etebar ood Dowlah Bahadoor pay Rupees 10 per mensem to Ackber Ally, from her allowance, I know nothing of property. The Begum only said to give Rupees 10, from her allowance until all were re-paid. It was borrowed through Enayatoon Nissa Begum, the wife of Mooner ood Dowlah Bahadoor I have seen a hookah, and aftakah, and similar trifles.

(Signed) مهيد عبد القادر خان بهادر

20th October 1857.

Read and explained by me,

(Signed) E. G. BALFOUR.

Etebar ood Dowlah Bahadoor re-called. I have no evidence to substantiate the words I used, viz. that I would pay on the re-grant of my mother's stipend.

There was no letters of administration taken to my mother's estate on her demise. I am the younger son. There was no property taken by my elder. The value of all the property clothes left by my mother may not have been Rupees 50, I showed it all to Mudar ool Oomrah Bahadoor. The property did remain with me: It was in my house, my mother resided with me. I did not give any thing to Mooneer ood Dowlah Bahadoor nor to Ahmudy Begum nor to Koolsoom Begum, my brother and Sisters. I have no evidence about my mother having given and sold the Clothes she got from Auzum oon Nissa Begum: it was her own property and she could do with it as she likes.

20th October 1857.

(Signed) اعتبار الدول

(Signed) E. G. BALFOUR.

(True Copies.)

(Signed) EDWARD BALFOUR,

Government Agent.

No. 16.

ORDER THEREON, No. 1002; dated 26th November 1857.

The Agent replies to Extract Minutes Consultation, No. 793, dated the 17th September, requiring him to report on the Petition of one Akber Ally, who claimed the payment of a sum of Rupees 100 from Etebar Ood Dowlah Bahadoor, one of those exempted from the Jurisdiction of the Courts.

2. Dr Balfour submits the Minutes of some evidence he took in the matter, and considers that the Defendant is liable for the claim; inasmuch as there is no question that the money was borrowed by his late mother Dowlut Oon Nissa Begum, and that the defendant alone has succeeded to the Begum's property.

3. Without pronouncing any opinion on the merits of the case, the Government consider that the complainant should be at liberty to bring a Suit against the party he deems liable for the claim he has on the deceased Lady's estate, it being admitted by the opposite side that the Begum did borrow 70 Rupees from the Petitioner, promising to repay it with a further sum of Rupees 30 as Interest. Resolved accordingly to grant Petitioner the consent of Government to his bringing a Suit against Etebar Ood Dowlah Bahadoor, for the recovery of 100 Rupees.

This is to Certify that the Governor in Council of Fort St. George, under the authority given him by Section 1, Act No. XVIII of 1857, consents to Process of Court being sued forth by Akber Ally of Madras, against Etebar Ood Dowlah Bahadoor, for the recovery of the sum of Rupees 100 alleged to be due by him, as the Son and heir of Dowlut Oon Nissa Begum, deceased, who is stated by the said Akber Ally to have become indebted to him in the said amount, some day in the month of January 1856.

FORT SAINT GEORGE, }  
26th November 1857.

(By Order.)

(Signed) T. PYCROFT,

Chief Secretary.

Exd. J. A. Wilson.

Political Dept

No. 1002

Ell. G. under date 26th November 1857.

Read the following letter } here under No. 305  
in the Agent at Chelapark } 2/26<sup>th</sup> Oct/57.

The Agent replies to Ell. G. No. 793  
of the 17<sup>th</sup> Sept<sup>r</sup>, requiring him to re-

port on the petition of one Akber  
Ally who claimed the payment  
of a sum of Rs 100 from Etebar  
ood Dowlah Bahadoor, one of those  
exempted from the Jurisdiction of the  
Courts.

2. Dr Balfour submits the minutes  
of some evidence he took in the  
matter, and considers that the  
Def<sup>t</sup> is liable for the claim; inas-  
much as there is no question that  
the money was borrowed by his late  
mother Dowlut oon Nissa Begum,  
and that the Def<sup>t</sup> alone has succee-  
ded to the Begum's property.

3. Without pronouncing any opinion  
on the merits of the case, the Gov<sup>t</sup>  
considers that the complainant  
should be at liberty to bring a suit

No

E.M.C. undersate

Read the following letters  
from the Govt Agent at Chhapauk } Here enters  
Rs 3050  
Rs 265 Oct/54.

against the party he deems  
liable for the claim he has on  
the deceased lady's estate, it being  
admitted by the opposite side  
that the Begum did borrow  
70 Rs from the petitioner,  
promising to repay it with a  
further sum of Rs 30 as interest.  
Resolved accordingly to grant  
petitioner the consent of Govt to  
bringing a suit agt Ethan  
and Bowlak Bahadur for

Copy to the Government  
Agent at Chhapauk } the recovery of 100 Rs  
with copy of certificate } Sept 1<sup>st</sup> 54

This is to certify that the G-in C of Fort St  
George, under the authority given him by Sect I  
Act No XVIII of 1857, consents to Process of  
~~the~~ Court being sued forth by  
Akher Ally of Madras, against Ethan and Bowlak  
Bahadur, for the recovery of the sum of  
Rs 2100 alleged to be due by him, as the son & heir  
of Bowlak oon Nissa Begum, deceased, who is  
stated by the said Akher Ally to have become indeb-  
ted to him in the said amount, some day in the  
month of January. 1856. J.C. 19-11/54.

The agent replies to E.M.C. No 793  
of the 17<sup>th</sup> September, whereby he was  
required to report on the petition of  
one Akher Ally, who claimed the  
payment of a sum of Rs 100 from  
Ethan and Bowlak Bahadur, who  
is one of those exempted from Civil  
jurisdiction.

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2. The agent considers that the deft  
is liable for the claim, but in his  
view of the case the Govt are unable  
to concur.

3. The Plaintiff, it appears, is the  
replever of the deft he son of the  
late Bowlak oon Nissa Begum.  
That lady, who was the widow  
of H. H. Begum and Bowlak, res-  
ided in the house of her younger son,  
the deft, and was deputed on the  
27<sup>th</sup> January /56. A few days before  
her death she procured from the Plain-  
tiff 70 Rs on loan; but it was agreed

From the agent  
No 17  
2/25<sup>th</sup> Feby 56.

that he loan shall be considered  
one of 100 Rs — 80 Rs being  
added for interest. The borrower  
consented to pay off the debt, at  
Rs 10 per month, and directed  
the debt, her favorite son & the  
manager of her affairs, to see  
that the Plainiff got his amount  
out of her monthly allowances,  
she being in the receipt of a sti-  
pend of Rs 2000 a month out of  
the Nabob's allowances. The loan,  
it is observed, was not negotiated  
by the debt, but by the wife of the  
Begum's elder son.

4. Shortly after the transaction, the  
Begum, as before observed, departed  
his life. A deduction was made  
from her stipend, and the rest  
was continued in certain shares  
to her two sons and two daugh-  
ters. The one of these four alone  
she is selected as answerable for  
the claim is not clear. The Plain-  
tiff names Etchenood Bowlah,  
because, but in divisional, he states,  
promised "to liquidate the same by  
monthly instalments of 10 Rs",  
but his promise, it has now been

shown, was made by him solely  
as the Agent of his aged parent.  
She died immediately afterwards;  
her stipend was no longer paid;  
and accordingly he was no longer  
responsible. Etchenood, on the  
other hand, Etchenood and  
Bowlah is liable, as having succee-  
ded to "all the property of deceased,  
to the exclusion of his elder Son  
& her two sisters". But the fact  
it appears to be that the Begum  
died heavily in debt, and leaving  
no property beyond a few old  
clothes, some cooking chabbies  
& some chillum chees; the whole  
so insignificant in value that the  
remaining coheirs were content  
to let her remain with the debt,  
in whose house her mother died;  
not deeming it worth while to  
insist upon a community of  
interest herein. The family of the  
deceased ought jointly in the person of Govt, to settle this debt.

Vol. 6. No 79  
13<sup>th</sup> March 1857.

9-11-57.  
The

Michael B. B. B. B.

180000

Adrian Johnson of Texas

John B. B. B. B.

John B. B. B. B.

John B. B. B. B.

John B. B. B. B.

15-16

15-16

C. B. B. B. B.

C. B. B. B. B.