M.R.O. 1—39,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political **DEPARTMENT.**

G.O. No. 140 - 41 Press ~~Mis.~~

Dated 17 — 2 - ~~19~~ 1857

Not to be folded or roughly handled

No. 77

From J. R. Boyton Acting Honorable Company's Collector

To

The Chief Secretary to Government.

Collectorate

February 9th 1857

Sir

I have the honor to acknowledge the minutes of Consultation noted in the margin and to state that under present circumstances the course suggested by the Government Agent in para 4 5 and 6 of his letter to Government of the 26th ultimo No 21 is wholly impracticable and that no step can be taken by or on behalf of the Honorable Company for retarding the completion of the sale of the "Menowar Bagh."

M/c dated 22 January 1857 No 80 Political Department

M/c dated 28 January 1857 No 99 Political Department

I believe that the "Carcherry Bagoar" did not descend to the late Nabob but was purchased by him: so that even assuming that the validity of the mortgage of these premises to Abeer Chund Sowcar could be successfully questioned still if the same principles which the Government of India has laid down with reference to Tanjore are to be applied to the Nabob's Estate the Carcherry Bagoar must be considered and treated as private and not as public or State property and the Honorable Company have

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no such interest therein as would warrant any intervention on their part.

I am not sufficiently acquainted with the Title and history of the Munowar Bagh to determine whether upon the principles before mentioned it properly comes under the designation of public or private Estate.

It is beyond question that the value of the Pareherry Bazaar and Munowar Bagh far exceeded the amounts for which these properties were recently sold but notwithstanding this it can hardly be said that the sales were otherwise than bonâ fide; seeing that the Pareherry Bazaar was sold by the Sheriff at Public Auction under a fi fa issued upon a Judgment of the Supreme Court and that the Munowar Bagh was sold by Public auction in the masters office pursuant to a decree of the Supreme Court and that both sales were fully advertised in the Fort Saint George Gazette and Public Newspapers for many weeks previously.

I am aware that the Right Honble the Governor in Council of Fort Saint George has already urged upon the Government of India the importance of giving the earliest possible attention to the affairs of the late Nabob and the various questions connected with them; but I would nevertheless take the liberty of suggesting that if definite instructions do not arrive from Calcutta by the coming Steamer the following circumstances be again brought to the special notice of the Government of India, viz that the late Nabob was possessed of very considerable landed property, and Buildings at Madras and elsewhere in the Presidency of Fort Saint George of great value which in part descended to him and in part was purchased by him; that during late years the Nabob having failed in inducing Bankers to make advances to himself or to any of his retinue not subject to the Jurisdiction of the Supreme Court adopted the following mode of raising money on the security of his landed property viz by conveying it to some one of his Dependents (generally to one Ghoolam Mahomed Saib) sometimes by a formal Conveyance and at other times by a less formal document; that these Conveyances (formal or otherwise) purported on the face of them to be executed for valuable consideration; that the party to whom any such property was thus conveyed (and who was always a person subject to the Jurisdiction of the Supreme Court and not exempted from process under act 1 of 1844) then mortgaged it by formal deed to the Banker or other party who had agreed to make the required advance; that such advances were in the generality of cases collaterally secured by Warrant of Attorney to confess Judgment; that these conveyances

from

from the Nabob to his dependents were mere colourable transfers for the purpose of raising money and as between the Nabob and his dependents were without consideration; that under arrangements of this nature nearly all the property belonging to the Nabob was mortgaged to third parties prior to this decree; that it is even alleged that a native Creditor holds an Equitable mortgage of the Chepauk Palace. That some of these mortgagees are proceeding with all despatch to effect sales of the mortgaged premises to them, either by the master under decree of the Supreme Court in its Equity Jurisdiction or by the Sheriff under fi fa upon a Judgment (at Law) on a warrant of Attorney or Verdict; that in the present state of uncertainty as to the course which Government will ultimately pursue with respect to the Nabob's debts the native community are afraid to purchase property sold under these circumstances, and the consequence is that such property is generally purchased by the mortgagee in the name of some third party (who lends himself for the purpose), at a tithe of its real value; that the ultimate result of these proceedings and this state of things must prove very prejudicial to the Honorable Company if they resolve to liquidate the Nabob's debts as these mortgagees will prefer

proper claims for the aggregate amounts due to them for principal and Interest less the amounts realised by these sales of the mortgaged property after deducting costs; that if these sales have been effected under a decree or Judgment of the Supreme Court they cannot well be questioned by the Honorable Comp.y or the Commissioners appointed to investigate the Nabob's liabilities; and it follows that under these circumstances the Honorable Comp.y will be losers to the extent of the difference between the amounts realised by these forced sales of mortgaged property and the increased amounts which such property might and probably would have realised if sold when all question as to ownership &c &c were put an end to and the native community by an adjustment of their claims against the Nabob were placed in a position to compete as bidders for such property. I can well imagine that these differences might amount in the aggregate to a very considerable sum and I think it especially desireable upon this and many other grounds that every effort should be used to expedite the contemplated adjustment of the Nabob's affairs. There are two other suits against Ghoolam Mahomed Sahb now in progress and I believe that others will shortly be commenced.

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One of these two suits was at the instance of Rajah Coondun Lall a Sowcar who is said to be a mortgagee of property worth upwards of a Lakh of Rupees and the other of these suits is at the instance of messrs Richard Son who are alleged to be mortgagees of no less than 13 distinct properties fur exceeding in value the last mentioned amount. It can readily be conceived that if all this property is sold about the same time and under the same disadvantageous circumstances which now prevail there will be much reason to fear that the whole or a portion of it will be sacrificed for less than its fair market value.

I have the honour to be
Sir
Your most obedient Servant
M Moylan
Actg Francois Secy

Political & Secret

No 1440

Extract Mins: of Coms: dated 17th February 1857

Rec'd Aug 8 Feby 1857

Read

Treasury Minute respecting Payment of Rent & Loan Letter to Sir A. Buchanan & Rent of Chancery Chambers in Constantinople & Loan Letter to Sir H. Bulwer dated 26th June 1856

Sir H. Bulwer 18th Feby 1857

Enclosed letter from Lord Clarendon in reply to Mr. Layard's letter of 15th ult. respecting Chancery Chambers in Constantinople

Copy of para 1 to the Agent at Belgrade 17 Feby 1857 No 140

Copy of para 5 to the Con Gen at Syria 17 Feby 1857 No 141

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Foreign Office 17th February

Political 185 Despatch

From the Hon Comptr. & Solicitor 9th Feby 57

Dated 9th Feby 57. No 136

R. 18 Feb. 10-2-

Submits his observations regarding the sale of the Manower Bagh.

Ord. Lr. to Engd 3d July No 11 of 1857 Paris 19 & 22

the following letter be despatched —

To the Govt of India Foreign Dept.

No. 141.

Sir

I have the honor to forward for submission to H.E. the Governor General of India in Council accompanying extract from a letter from H.M. Advocate General dated 9 July 1857 giving a detailed account of the proceedings of the alleged Creditors of the late Prince of Travancore

Letter to the Secy to Govt of India F.D. 9 Dec 1856 No 538
Do — Do 7 Jany 57 No 21
Do — Do 17 — — — 60

for 6 St George,
17th February 1857

Copy of the C.P.C. to the H.C. Acting Collector Dispd 17th
" of Canal of — do — to Agent at Cochin with copy of same } Dispd 17th
of Mr Boyce's letter —

the proceedings under assumed mortgage claim — the loss of which in consequence of the non-sustainment — and the impracticability of such questions being adjusted at this critical juncture

I have &c

(signed)

In Consig.te Febuary

Political 1857 Oct.r 14

Dft. Le. to Engt. 22d July
No. 11 of 1857 Pars. 19 & 22

No. 140

Tract Nimr. Cons.=

No. 141.

The Secy to the Govt
of India Fin. Dept.t

I replies to - 27th Feb.y/57 No. 224

Dated Calcutta 17 Febry 1858

Communicating Para 19 of
the Hon.ble Court's letter to the Govt
of Agent. and the concurring Resolu-
tion of Para 6 of that of Decr 16th
ult.o, declining the proposed ...
... the Religious ...

20 C 22

... respect to property under attach-
ment to them, the loss which
will be sustained by such in con-
sequence, & the urgent need
of an early adjustment of
such questions, to the ...
... Indian