M.R.O. 1—88,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political **DEPARTMENT.**

G.O. No. 675 Press ~~Mis.~~

Dated 25. 8. ~~19~~1837

Not to be folded or roughly handled

No. 56. From the Honorable Company's Solicitor ; to the Acting Chief Secretary to Government, dated 17th August 1857, No. 455.

SIR,

I have the honor to acknowledge the Extract from Minutes of Consultation, noted in the margin, and regret to state that in my opinion Act XVIII of 1857 has *no* operation upon the case in question and cannot be called in aid of Her Highness Khyree oon Nissa Begum's supposed claim.

Minutes of Consultation, dated 13th July 1857, No. 542, Political Department.

2. I believe the following to be a correct statement of the facts. The "Monsoor Baugh" was formerly the property of the late Nabob and was by him conveyed to Ghoolam Mahomed Saib for the purpose of his mortgaging the same to Cassi Doss as a Security for money to be raised for the Nabob : the conveyance from the Nabob to Ghoolam Mahomed purported to be for a valuable consideration : Ghoolam Mahomed afterwards executed a formal mortgage of the premises to Cassi Doss for securing 16,000 Rupees alleged to have been advanced by Cassi Doss : some time after the Nabob's death, Cassi Doss filed his Bill on the Equity side of the Supreme Court against Ghoolam Mahomed Saib, praying a foreclosure of the mortgage and the proceedings in this Suit resulted in a Decree by the Supreme Court directing the Sale of the mortgaged Premises and the application of the proceeds to the liquidation of Cassi Doss' claim (as mortgagee) for Principal, Interest and costs of Suit : the Sale of the Premises was duly advertised in the Fort Saint George Gazette and the Madras Newspapers, and the Premises were ultimately sold by the Master of the Supreme Court by Public Auction, to Girder Doss for Rupees 7,000. This in fact is just one of those cases which I described in general terms in my letter to Government of the 9th of February last, No. 77. The Title Deeds of the Premises are now (*I believe*) in the hands of Girder Doss who is pursuing the usual course for obtaining possession of the Premises.

3. I have not been able to get an inspection of the Nabob's Conveyance to Ghoolam Mahomed Saib, but I think it most probable that it passed the Legal Estate. If so, unless it could be established that the Premises came to the Nabob by descent and could not be alienated by him (in which case Her Highness Khyree oon Nissa Begum's claim would stand on the same footing as the claim of any other alliance,) the Premises thereby became the property of Ghoolam Mahomed Saib and ceased (in law) to belong to the Nabob, Cassi Doss' Suit was against Ghoolam Mahomed Saib in his private personal character, the Premises were sold as his property, Girder Doss purchased them as such, and it will not be necessary to make Her Highness Khyreeoon Nissa Begum a Defendant or party to the proceedings for establishing Girder Doss' right to possession.

4. I believe that Her Highness Khyree oon Nissa Begum does *not* hold any valid or effectual Conveyance (or any Conveyance of any kind) to herself of the Premises in question or any Documentary evidence whereby she could have established her right to the Premises had she asserted it at the proper time.

5. I have given the subject full consideration and am decidedly of opinion (as above stated) that Act XVIII of 1857 does not apply : that Her Highness Khyree oon Nissa Begum has not any Title in Law or any other Title to the Premises which she could succeed in establishing : that it is not expedient that she should institute any legal proceedings with a view to asserting her supposed rights, as it seems to me quite clear she would fail in so doing : and that the Premises should be relinquished to Girder Doss, the purchaser at the Master's Sale.

6. I think it adviseable that Government should not interfere in any way in this matter, and I would also suggest for the consideration of Government whether it is expedient that my opinion should be communicated to Her Highness Khyree oon Nissa Begum, such a course, by giving her the opportunity of asserting hereafter that she had acted on the advise of the Government Solicitor, and in accordance with the views of Government might lead her to assume that she had some claim (arising out of these circumstances) for compensation or consideration at the hands of

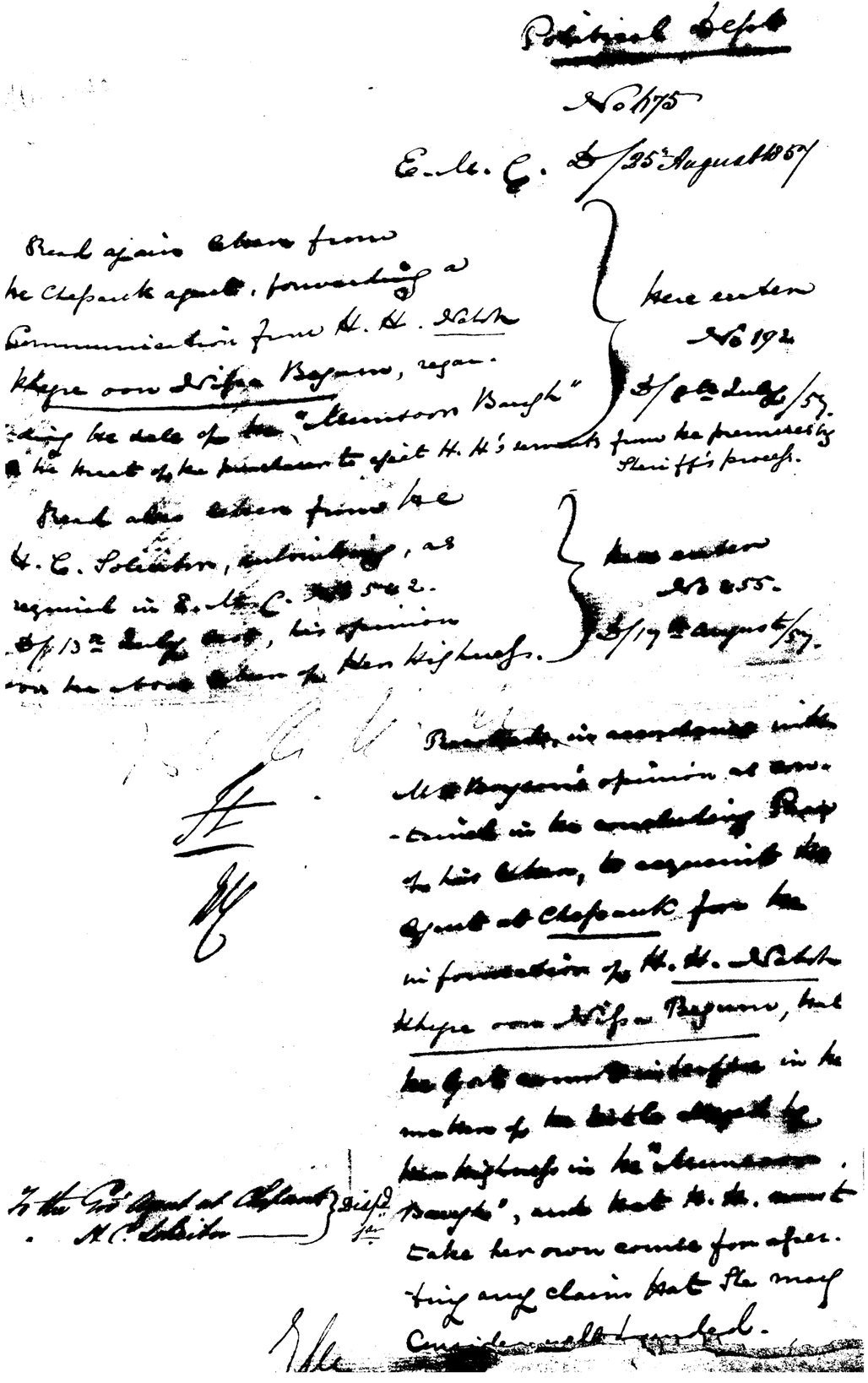
Government. I think the safer course would be merely to inform Her Highness that Government cannot interfere and that she must take her own course for asserting any claim that she may consider well founded.

(Signed) J. R. BOYSON,
Honorable Company's Solicitor

No. 57. ORDER THEREON, No. 675; dated 25th August 1857.

Resolved, in accordance with Mr. Boyson's opinion, as contained in the concluding Para: of his letter, to acquaint the Agent at Chepauk for the information of Her Highness Nabob Khyre oon Nissa Begum, that the Government cannot interfere in the matter of the Title alleged by Her Highness in the "Munsoor Baugh," and that Her Highness must take her own course for asserting any claim that she may consider well founded.

Exd. J. A. Wilson.



Jur. Cons. 25 Aug 57
Politique 1857 Départ.

N° 675

Extrait. Min. 25 Août

D/25 Août 1857

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