

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT

G.O. No.	158	Press
		Misc.
Dated	6 - 3 -	1838

Not to be folded or roughly handled

Fort Saint George, Political Consultation, 12th March 1858.

No. 8. From Surgeon E. G. BALFOUR, Government Agent at Chepauk, and Paymaster of Carnatic Stipends; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 24th February 1858, No. 485 of G. A.

SIR,

I have the honor to remind that in my communication, No. 299, dated 20th October last, I reported that the two parties in the case had agreed in a course of action.

2. I regret to report to the Right Honorable the Governor in Council that Carnatic Stipendiary, No. 1313, Etibar Ood Dowlah Bahadoor, has evaded carrying out the terms of his own voluntary agreement. This will be seen by the letter* from Zaheer Ood Deen Hoossain Khan Bahadoor, which I enclose, and the Statements in which I concur in.

3. I have the honor to recommend that Carnatic Stipendiary, No. 1313, Etibar Ood Dowlah in receipt of Rupees 571 per mensem be declared amenable to British Courts of Judicature in this case.

P. S.—Since writing the above, after the letter was signed and ready to be dispatched the enclosed correspondence† has been received, the contents of which confirm the view taken above as to the advisability of Carnatic Stipendiary Etibar Ood Dowlah Bahadoor, in receipt of Rupees 571 per mensem, having in this case his exemption withdrawn.

From ETIBA BAROOTH DOWLAH BAHADOOR, to E. G. BALFOUR, Esq., Government Agent, Chepauk, dated 27th November 1857.

SIR,

With reference to your letter of the 21st Instant, I have the honor to inform you that it will be convenient to me to go to the house of the late Patcha Begum to meet Zaheer Ooddeen Hoossain Khan on Monday the 30th Instant at 12 o'clock.

In the petition of Zaheer Ooddeen Hoossain Khan to you, which accompanied your letter under notice and which is herewith enclosed he charged me that my motive is to shuffle the matter, I therefore think it necessary to bring the following circumstances to your notice that when I last had the honor of seeing you I informed you that I will commence to transact the business in the presence of the Mooftees. I accordingly went to the house of the late Patcha Begum the next day and met the said Zaheer Ooddeen Hoossain Khan, and with his consent I sent by the late Vakeel of Mackmah Navos Khan all the accounts of Debts of the deceased Patcha Begum and the petitions of her Creditors, to the Mooftee Yooseef Ally Khan, the following day, for enquiry into the claims of the Creditors. After which Zaheer Ooddeen Hoossain Khan sent word to me that the accounts of sale of the said Begum's property should also be sent to the above Moofty. The said sale accounts having been in the possession of the Aumeen of Mackmah who conducted the sale; I desired him, to send me a Copy of the said accounts, and he having been sick I waited for some time and finding that he is not recovered to be able to prepare the Copy I desired Meeran Mahoddeen the Khansaman of the said Begum to get a Copy of the said accounts and he having been necessitated to proceed to Arcot and being unable to prepare the Copy, brought and delivered the said accounts to me, I thereupon got a Copy prepared and sent it to the said Mooftee the day before the receipt of your letter, for the information of the said Zaheer Ooddeen Hoossain Khan.

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Under these circumstances it will be evident to you whether I endeavoured to shuffle the matter or the said Zaheer Ooddeen Hoossain Khan willingly charged me with the same.

From ZAHEER OOD DEEN HOOSSAIN KHAN BAHADOOR; to E. G. BALFOUR, Esq., Government Agent, dated Triplicane, 19th February 1858.

RESPECTED SIR,

I trust respectfully that it is in your Memory of your holding an enquiry on the 20th October 1857, into the matter between myself and Ettibar-Ood-Dowlah Bahadoor, and of your taking of the same time a Kararnamah from him that he might conduct himself in the affairs of the late Padshah Begum according to the conditions laid out in the Agreement executed by him in my favor concerning the affair, and also of your issuing strict orders that he might commence to settle the affairs of the said late Padshah Begum from the following day the 21st idem, as it was agreed to in the said Kararnamah by him. I regret to state that I am obliged to trouble you again on the subject in bringing to your notice with much reluctance that notwithstanding your strict orders after taking great pains in the enquiry of the matter and again though repeated instructions were issued by you since, he the said Ettibar Ood-Dowlah Bahadoor, has up to this day neither sent in any account particulars or the Money of the things which he on his own account purchased by himself or at least the amounts collected by him from other purchasers, of the property of the late Padshah Begum, nor he endeavoured in the least to satisfy her Creditors and settle the affairs as was ordered and agreed to; and further, he the said Ettibar-Ood-Dowlah Bahadoor himself addressed a letter to you on the 27th November last which was forwarded to me for my information with your kind communication, dated 28th of that month, No. 380, and whose copy is herewith submitted for easy reference, in which you will see that it is clearly stated that he is prepared "to go to the house of the late Padshah Begum to meet Zaheer-Ood-Deen Hoossain Khan on Monday the 30th Instant, at 12 o'clock," which it is nearly three months since, he has not settled any thing up to this moment.

Again it is observed in the same letter that he does not wish to shuffle the matter with any motive and that I willingly charge him with such imposition. Under the existing circumstances, I humbly trust that it is needless on my part to detail still further whether his (Ettibar-Ood-Dowlah Bahadoor's) real motives are to shuffle the matter for his self advantage or otherwise as it is clearly evident by the circumstances which are quite apparent and therefore I most respectfully solicit that you will be pleased, for the sake of justice, to adopt such necessary measures to compel the said Ettibar-Ood-Dowlah Bahadoor, that he may without any further delay settle the affairs in question and request that I may be pardoned for my repeatedly troubling you on such petty affair as this.

From ATHABAROOD DOWLAH BAHADOOR; to E. G. BALFOUR, Esq., Government Agent at Chéput, dated 20th February 1858.

SIR,

In acknowledging the receipt of your two letters of the 15th January and of the 1st February 1858, together with a Petition of Zaheeroodeen Hoossain Khan Bahadoor, enclosed in the 1st letter, which I now return; I have the honor to state the following circumstances, before I reply to the objections and complaints set forth against me by the said Bahadoor in the above stated Petition and prior to my apprizing you of my opinion which I think to be expedient with regard to the settling of the case in question.

2nd. That agreeably to the intimation I had given in my letter of 27th November 1857 to you, I went to the house of the late Padshah Begum on the 30th of the said month, and having sent both the Mooftes, and taking down the account of sale, &c., that was with them, delivered it in charge of the said Bahadoor for its comparison, but a separate Abstract account of each purchaser is the thing desired; I then agreed to furnish it, in short, after the requisite conversation at the time of his taking leave to depart, I, with his consent, gave again the above mentioned account

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in charge of the said Mooftes subsequently, once more, I repairing to the said house on the 21st December 1857, again called the said Mooftes, and before them I laid the accounts requested, by the said Bahadoor and also the account of the late Padshah Begum's obsequies in his hands; after its being perused by him, this account even was given in the possession of the said Mooftes; then the said Bahadoor told me, that a letter bearing my and his signatures should be drawn up in the name of each of the purchasers for the immediate settlement or payment of the money due for the purchase; therefore he will prepare and send me the letters that I may sign them. I acceded to it, and acted according to it and afterwards the said Bahadoor informed me that, Rasheedood Dowlah Bahadoor, and Mohamed Budroodeen Hoossain Khan Bahadoor required the detailed accounts of their purchase; I answered him that although I have separately drawn up the account of each purchaser from the Register of sale, yet it is much scratched and I owing to the sickness of my adopted son (who was then attacked with cholera) was unable to cause its fair copy to be done therefore you will be pleased to send the accounts requested to the said Bahadoor, taking out of the said Register, but he did not consent to my request and he left the sending of the said accounts to me but, as I was much restless on account of the said illness of my Son, I could not then send the requested accounts as soon as it was possible, and at the same time I said to his servant to come tomorrow who came to me accordingly, at last the said Son expired; for this reason a delay in transmitting the desired accounts has taken place, and at the earlier part of January 1858 I despatched the accounts asked for, to the said Mooftes, now by looking into the foregoing circumstances it will be obvious whether the objections and complaints set forth against me are real facts or have they originated through mischief or grudge.

3rd. That here, I think it expedient to inform you that the real object of Zaheeroodeen Hoossain Khan Bahadoor, from his such complaints, is, that the mediation of the said Mooftes, should be set aside; regarding this I beg to state, that some silver Alums (or figures resembling hands that are among the effects left by the late Padshah Begum worth about 500 Rupees, he claims to be his own and Ufsar Oon Nissa, the daughter-in-law of the late Padshah Begum, through the instigation of the said Bahadoor, claims that the Garden situated in Sydapett attached to the effects left by the late Padshah Begum, has been bequeathed to her by her Husband although it is in my possession; so that, both the above mentioned persons have lately referred their claims regarding the two Items stated above, to the said Mooftes, but were unsuccessful in proving their claims. The said Bahadoor also intends, now to renew his claim of 8,000 Rupees he formerly in the life time of the said Padshah Begum, had referred in the Mahkama against the latter and was already rejected, then in this case, how can I only by joining with Zaheer Ood Deen Hoossain Khan, who is interested in his own different claim, and who stands as a patron to another claimant, namely, Ufsar Oon Nissa, without the mediation of some other Individuals who are acquainted with the Mahomedan Law be able to settle the affairs of the said late Begum.

4th. That I am ready to settle the money of sale which remained on my part; but regarding the settling of the cases of Creditors, I beg to state, that how can the settling and an equal distribution to each of the creditors have an effect, without obtaining the money from the persons who have purchased the articles, and the arrears of the said late Begum due to her by the Circar of the Carnatic, and without obtaining money by the sale of the house and also of the Garden and Alums in dispute? Therefore I wish that at present the claims of the creditor and of the Servants of the late Begum and the claims of others, should be investigated before the Mooftes; in the mean while the whole of the said money from different sources will be collected and after trying and settling the cases of the said claims, it will be paid to each as much as will fall to his share. But the said Khan does not agree to this plan, and wishes that all the affairs should, without the interference of the Mooftes, be carried on only by me and himself; to this I give my express denial; and you know quite well that according to the will of the said late Begum he has nothing to interfere in this matter, but I with my own consent have taken him as co-operator; therefore it is requisite for him to be obedient to my right proposition or plan.

5th. That in short I beg to state plainly that it is my entire desire that both the said Mooftes who are acquainted with the Mahomedan Law should be appointed as Arbitrators, or the said Bahadoor and myself should be obedient to them; and all the affairs will be decided by the said Arbitrators, therefore you will be pleased to enquire whether he agrees to it or not.

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In case of his disapproving this plan, I will be obliged to deliver over all the affairs, relating to the said late Begum in charge of the Administrator General, that I as well as you may be relieved from the trouble of the Bahadoor's claims and unnecessary writings.

6th. That in conclusion I beg to state that since I have by virtue of the will of the late Padshah Begum, obtained from the Supreme Court a Probate in my name I only stand responsible to the said Court, and not the said Zaheeroodeen Hoossain Khan; therefore it is necessary that I should adopt such a measure as will not bring me into any difficulty and it is my view that all the affairs of the late Begum should be settled through the Arbitrators, and with the mutual consent of myself and the said Zaheeroodeen Hoossain Khan Bahadoor, or they should delivered over to the charge of the Administrator General.

From ZAHEER OOD DEEN HOOSSAIN KHAN BAHADOOR; to E G BALFOUR,
Esq., Government Agent, dated Triplicane, 22nd February 1858.

RESPECTED SIR,

I beg to acknowledge the receipt of your letter, dated 20th Instant, No. 470, together with its accompaniment the Petition addressed to you by Ettibar Ood Dowlah Bahadoor and among several circumstances therein enumerated which are quite far from truth, I beg to represent in reply to the proposal made by him in para : 5 of the said Petition that I am not bound to give my consent at any rate to such a proposal for the following reasons, *i. e.*, the Kararnamah which he (Ettibar Ood Dowlah Bahadoor) has executed in my favor under date the 27th Shabain Hijre 1273 corresponding to 23rd April 1857 in the presence of certain witnesses who have therein subscribed, does not provide for the nomination of any other party or any Arbitrators for the settling of the affairs of the late Padshah Begum as it may be plainly seen at a glance to the enclosed translate copy of that document, and it was chiefly for his not abiding to the conditions laid down by himself in the said Kararnamah, I was obliged to petition to Government on the subject, who were pleased to desire you as Agent to dispose of the matter in accordance with those instructions, you were pleased to institute an enquiry into the matter on the 20th October 1857 and obtained a further Kararnamah on the same date from the said Ettibar Ood Dowlah Bahadoor to say that he will commence to settle the affairs of the late Padshah Begum from the following day according to the conditions laid out in his former Kararnamah and that he will by no means disturb them. Such being the case, I consider that I am quite justified in declining to give my consent to the proposal of referring the matter to the Arbitration as offered by the said Bahadoor.

Further I beg to bring to your kind notice that the said Bahadoor after being repeatedly advised by you to settle the affairs of the late Padshah Begum according to his own Kararnamah and after himself naming day after day for the agreed Settlement and after so long having delayed quite unnecessarily now comes forward to propose that the matter in question be referred to the Arbitration because he considers that he could still conveniently to himself put off the affair for a further longer period more that he may completely digest the money which he collected from other purchasers and of his own purchase as he already appropriated them for his own use.

As regard to his other statements in the said Petition, I have nothing to state than to represent that they are nothing but mere falsehoods and I beg permission to add that he could not prove any of those statements by any documentary evidence, and I beg to admit at the same time that it was true of his coming to the house of the late Padshah Begum on the 30th November last and a few days afterwards or on the 10th December last he brought and given in a paper an account of 6,633-6-3, but when I demanded him to produce the money collected on account of the things sold and the detailed account particular, according to the above said account which he Ettibar Ood Dowlah Bahadoor himself with his own signature had given, I regret to state that he never appeared since. Further I beg permission respectfully to add for your information that the said Bahadoor having obtained from Government a sum of 820-6-0 being the arrears of the allowance of the late Padshah Begum for the broken period, appropriated to his own use and never paid even the hires up to this day to the laborers who were employed on certain duties on the occasion of the Funeral obsequies of the late Begum, such as Haffiz, Tharoothee, &c., &c.,

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whose whole hires do not exceed more than four or five Annas to each, which fact I am prepared to prove if permitted, and you will be also fully convinced if enquired into, that his constant habit is that he regrets very much to repay any debt he contracts unless prosecuted for and therefore most respectfully solicit that you will be pleased to adopt necessary measures for the early settlement of the affair in question. The original Petition which accompanied your last letter, is herewith returned as directed.

Translation.

I Yatebar-Ood-Dowlah Bahadoor states that the late Padshah Begum has authorized me as her Executor on the 23rd of Adinadassanee in the Hijri 1273 to sell her properties, &c., and to settle her true dues her Will accordingly I have taken to the Supreme Court, and I identified it, and received authority, and now according to my wish, I have joined with the Brothers of the late Padshah Begum, *viz.*, Zaheer-Ood-Deen Hoossain Khan Bahadoor and Mahomed Budrood-Deen Hoossain Khan Bahadoor, to sell her properties and settle her dues in presence of them according to share, I further state that I will not in any ways go against their orders and I beg of them that the expences incurred in the Supreme Court according to the charges of Lawyer Ritchie, Esq., and the expences of her funeral according to true accounts be paid to me, on the sale of her properties, I have written this friendly agreement to the above Brothers that it may be of use to them in time of necessity, dated 27th Shaban 1273, Hijri, or 23rd April 1857,

(Signed) YETEBAR-OD-DOWDAH BAHADOOR.

Witnesses.

(Signed) CAJAH HYDER.

(") KHADER PADSHAH KADREE.

(") MEER TASADOOK HOOSSAIN.

(") SYED YAHABLEE.

No. 9. ORDER THEREON, No. 158; dated 6th March 1858.

Under the circumstances brought to notice in the foregoing letter and its enclosures, the Government resolve to declare Ettibar Ood Dowlah Bahadoor, amenable to the jurisdiction of the Civil Courts in the matter of the Agreement executed between him and Zaheer Ood Deen Hoossain Khan Bahadoor, touching the Estate of the late Padshah Begum; and they resolve accordingly to grant to the Complainant the requisite permission to his bringing a Suit against the said Ettibar Ood Dowlah Bahadoor in this case.

"This is to Certify that the Governor in Council of Fort Saint George, under the authority given him by Section I, Act No. XVIII of 1857, consents to process of Court being sued forth by Zaheer Ood Deen Hoossain Khan Bahadoor of Madras against Ettibar Ood Dowlah Bahadoor for the due fulfilment of the terms of a certain written Agreement alleged to have been executed between them in the matter of the Estate of the late Padshah Begum."

(Signed) T. PYCROFT,

Chief Secretary.

Exd. J. A. Wilson.

Political Department

No 158

Extract from the Minutes of Consultation
Under date 10 March 1858

Read letter from the
Govt Agent at Chepauk
(Dated 24 Feb 1858. No 105)

FF
JP
G. M.

Under the circum-
stances brought to no-
tice in the foregoing let-
ter and its enclosures,
the Govt Agent ^{resolves} ~~thinks~~
~~thinks~~ ^{thinks} it is his
duty to declare that
the said Rautah Bahadur
is amenable to the jurisdic-
tion of the Civil Courts
in the matter of the
Agreement executed be-
tween him and Yachan
Rao Jee Hoonain Phau
Bahadur touching the
estate of ^{the late} Rautah Bahadur
and that he is ac-
cordingly to grant his
the

the Complainant the re-
quisite permission to
his bringing a suit against
the said Etehar God Dow-
lah Bahadour in these
cases.

This is to Certify that
the Governor in Council
of West St. George, under
the authority given him
by Section 1, Act No XVIII
of 1857, consents to Pro-
ceeds of Court being filed
forth by Etehar God Dow-
lah Bahadour Khan Bahadour
of Kasur against Etehar
God Dowlah Bahadour
for the due fulfilment of
the terms of a certain writ
alleged to have been
ten agreement executed
between them in the mat-
ter of the Estate of ^{the late} Etehar
Bahadour.

J. J. [Signature]

To the Govt Agent at Calcutta
with Certificate for delivery
to the Petitioner Etehar God
Dowlah Bahadour

Diopd. 9/5

orig. sent returned 14 April 1860

to the Hon. W. Grant

20th Dec 1858
of 1858 Dec 12

Political 1858, 1859

1858

Contract 1858

1858 March 1858