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MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

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Not to be folded or roughly handled

No. 36. From J. R. BOYSON, Esq., Honorable Company's Solicitor; to the Chief Secretary to Government, Fort Saint George, dated 26th April 1858, No. 210.

SIR,

I have the honor to report that, in obedience to the orders of Government passed on my letter of the 22nd Instant, No. 198, I submitted all the papers referred to in those orders for the consideration of the Advocate General, and I now forward a copy of his opinion.

I also return the papers above mentioned.

COPY OPINION.

The subject matter of the Extract Minutes of Consultation, dated respectively 20th April and 26th April 1858, though not formally referred to me prior to the latter date, was however laid before me by the Honorable Company's Solicitor, and fully considered by me in conference with him.

I am entirely of opinion that Khyroon Nissa Begum will fail in establishing the claim she has preferred to Pater's gardens, and that Azeem Ooon Nissa Begum, if she prefers a claim on similar grounds to Moorat's gardens will fail in establishing it. I am also of opinion that the want of a re-assignment from Mr. Maclean to the mortgager of Moorat's gardens is a merely technical defect, which can easily be supplied and that, subject to the claims of the two Begums, which however, as I have said, I think they must fail in establishing, the title of the Messrs: Richardson to these two premises is such as any purchaser might safely accept.

I am further of opinion that there is no reasonable ground to doubt that Messrs: Richardson and Co. will be able to prove themselves entitled to at least Rupees 1,80,000 as against the Estate of the late Nabob, and that, therefore, as Government seem disposed not to insist on their strict technical legal rights, but to decide the matter equitably and not to take credit as against Messrs: Richardson for any thing which in point of fact, they have not received, it becomes of little importance (as regards the security of Government for the ultimate repayment to them of the advance of Rupees 1,30,000 solicited by Messrs: Richardson) whether Pater's and Moorat's gardens are decided ultimately to be the property of Messrs: Richardson or of the Begums. This matter was fully considered by me in conference with the Honorable Company's Solicitor, in whose remaks on this point I entirely concur.

I think Messrs: Richardson and Co. ought to execute a Bond for the amount of the proposed advance and a Warrant of Attorney to enter up Judgment, as well as deposit the Title Deeds of Pater's, Moorat's and Turnbull's gardens and of the Triplicane Fish market, and execute a formal assignment of all their right, title and interest in these premises. The speedy repayment of the advance, as soon as Messrs: Richardson and Co's claim upon the Nawab's Estate is ascertained, can be provided for in the conditions of the Bond. I think that thus the Government will not be subjected to risk of loss.

(Signed) THOMAS SYDNEY SMYTH,
Advocate General.

26th April 1858.

(True Copy.)

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

No. 37. ORDER THEREON, No. 282; dated 27th April 1858.

From the opinion of the Advocate General submitted with the above letter, it appears, that that Officer considers that, subject to the claim of the two Begums, Azeem Oon Nissa Begum and Kyre Oon Nissa Begum, which he thinks they must fail in establishing, the title of Messrs: Richardson and Co. to the two premises, Moorat's and Paters gardens, is such as any purchaser might safely accept.

2. He thinks, further, that there is no reasonable ground to doubt that Messrs: Richardson and Co. will be able to prove themselves entitled to at least Rupees (1,80,000) one lac and eighty thousand as against the Estate of the late Nawaub, and therefore, that, as Government seem disposed not to stand on their strict technical legal rights, but to treat the matter equitably, and

not to take credit as aginst Messrs: Richardson and Co. for any thing which in point of fact they have not received, it becomes of little importance (as regards the security of Government for the ultimate repayment to them of the advance of Rupees (1,30,000) one lac and thirty thousand solicited by Messrs: Richardson and Co.) whether Pater's and Moorat's gardens are decided ultimately to be the property of Messrs: Richardson or of the Begums. On this point he entirely concurs in the remarks made by the Honorable Company's Solicitor in his letter of the 22nd Instant.

3. On the whole then the Advocate General is of opinion, that Government will not be subjected to any loss by a compliance with the application of Messrs: Richardson and Co. for an advance of Rupees (1,30,000) one lac and thirty thousand on certain specified terms.

4. These are that Messrs: Richardson and Co. should execute a Bond for the amount of the proposed advance, and a Warrant of Attorney to enter up Judgment, as well as deposit the Title Deeds of Pater's, Moorat's and Turnbull's gardens, and the Triplicane Fish market, and execute a formal assignment of all their right, title and interest in these premises. The speedy repayment of the advance, as soon as Messrs: Richardson and Co's claim upon the Nawaub's Estate is ascertained, should also be provided for in the conditions of the Bond.

5. Under the above opinion of the Advocate General, and, looking to the peculiar circumstances of the case, the Right Honorable the Governor in Council resolves to accede to the request of Messrs: Richardson and Co. on the conditions already stated. The Honorable Company's Solicitor will therefore be directed to prepare as early as possible a Bond to the effect specified in Mr. T. S. Smyth's opinion, and on this being executed by Messrs: Richardson and Co. the Title Deeds of the several properties deposited and formal assignment of them made, orders will be given to the Sub-Treasurer for the payment to Messrs: Richardson and Co. of the amount, Rupees (1,30,000) one lac and thirty thousand, solicited by them.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. J. A. Wilson.

purchase might
be fully accepted —

2. He thinks, further,
that there is no reason to
presume to doubt that
Messrs R & Co will be
able to pass through
and float at least
R 180,000 more of
our acceptances, should
it be found, on opening of the
letter of the 6th December,
and therefore, that by
[illegible] they
[illegible] to [illegible]
[illegible] Electrical Supply
Syndicate, but a Trust to
[illegible] the Syndicate
[illegible] Messrs R & Co
for every thing effected
[illegible]

have not received, it
becomes of little impo
-tance (as regards
the security of Messrs R
the ultimate repayment
to them of the advance
of £ 180,000 made
and thirty thousand
pounds solicited by
Messrs R & Co) whether
Mr and Broadhurst
Messrs are decided
ultimately to hold
property of Messrs
Rothwell on of R
Hyam — On this
point the entirely
concurs in the belief
[illegible] Mr Broadhurst Comp
[illegible] in his letter
of £ 220 instant —
9 On this point there

Advocate Jeanne is of
opinion, that Jost will
not be subjected to any
loss by a compliance
with the application
of Joseph Rand Co for
an advance of £1,30,000
on Loc and Ring
Kowsand Rupees - on
certain specified
terms -

4. These are - that Jos
Rand Co should
execute a bond for
the account of the
proposed advance,
and a memorandum of
Attorney to confess
judgment - to
both as required by
the deed of Policy
Lands &c and secure
such bond for repay ment

the Replicans first
Mortgage and execute
a formal assignment
of all their right title
and interest in their
properties - The speedy
Expeditious return of the
advance, as soon as
Joseph Rand Co's
claim arises shall
entitle & accordingly
should also be provi-
-ded for in the condi-
-tions of the bond -

5. Under the above
direction of Mr Advocate
General, and further
the Petitioner craves
-ves to be called upon
to accede to the Request
of Joseph R & Co in the
conditions aforesaid

