

MADRAS RECORD OFFICE.

Government of Madras.

Political **DEPARTMENT.**

G.O. No.	102	Press
		Mis.
Dated	10 - 2 - 1983	

Not to be folded or roughly handled

Fort Saint George, Political Consultation, 15th February 1859.

Read again letter from the Receiver of the Carnatic Property, dated 22nd December 1855, and recorded in Diary to Consultation, dated 4th January 1859.

No. 14. From J. R. BOYSON, Esq., Government Solicitor; to the Chief Secretary to Government, Fort Saint George, dated 31st January 1859, No. 136.

SIR,

With reference to para: 4 of my letter of the 25th Instant, No. 75, I have now the honor to forward, for the information of Government, an original letter with enclosure since received from the Government Agent at Chepauk, and a copy of the Advocate General's further opinion formed on such letter and enclosure.

I beg to request that the Government Agent's letter and enclosure may be returned to me when no longer required, &c.

From Surgeon E. G. BALFOUR, Government Agent at Chepauk and Paymaster of Carnatic Stipends; to J. R. BOYSON, Esq., Government Solicitor, dated 24th January 1859, No. 159.

SIR,

In accordance with the wish verbally expressed of the Advocate General and yourself, I have the honor to mention that there are found in the Sircar Records notices of the matters which Her Highness Nabob Khyre Oon Nissa Begum is claiming.

2. In Her Highness' letter claim is made of certain Gardens as under:—

	Remarks.
Pater's Gardens, Mahomed Bagh,	Sold by Auction.
Wallajah' Bagh,	do.
Murtuzza Bagh, Ennore House,	do.
Sair Bagh, Turnbull's Garden,	do.
Auzum Bagh,	do.
Begum do.	Mortgaged by Nabob.
Rice Godowns,	do.
Market,	do.
Murtuzza Fet,	do.
Munawar Bagh,	Sold by Auction.

3. As you are cognisant of the character of the sales of those properties, I need not allude to such part of the claim, and as the Deeds of Mortgage are doubtless with the Receiver, an inspection of them and of the Title Deeds will prove to you to whom they properly belong. I however enclose for your perusal and to be returned the Dewan's letter of 23rd December 1857.

4. By an Order or Deed of Gift or Document to which you may give some other name, His Highness the late Nabob on the 3rd Rubbee Ool Awal 1267, (6th January 1851,) gave or allotted, or distributed his houses to his two Wives, on the 15th January 1851, as follows:

Her Highness Nabob Khyre Oon Nissa Begum	Auzum Oon Nissa Begum.
Murtuzza Bagh.	Farh Bagh.
Sair Bagh.	Oomdut Bagh.
Mundian.	Mahboot "
Mahomed Bagh.	Rashki Irum.
Manowar "	Ghouse Bagh.
Auzum "	Ahmed "
Wallajah "	
Market	
Begum "	

5. A copy of or order on this is reported by the Dewan of the Durbar to have been sent to the Khansaman of Auzum Oon Nissa Begum. I am informed of that I have never before seen this document, and I do not remember having seen it or heard of it: but. I have lately heard it rumoured that His Highness in his life time verbally gave or presented other property to Khyre Oon Nissa Begum.

Carnatic.

Her

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6. However, all the property was afterwards, as you know, re-given or sold by the Nabob to another person; there was never so far as is known; any transfer of Title or Title Deeds and whatever the Nabob's original intention was by the order of 3 Rubbee Ool Awal 1267, [6th January 1851] this subsequent re-disposal of them would seem to mark the original transaction as merely one of allotment of properties for the use of his family. Had the Title Deeds been transferred, I would now regard the 1851 gift as final.

B.

7. As to the Butler Khanah utensils, Mahomed Oosman, Darogah of the Butler Khanah, states they were all originally purchased by the late Nawab Enayet Oon Nissa Begum, the Mother of His Highness the late Nabob; that they had ever still remained in his the Darogah's charge until lately delivered over to the Dewan.

8. As it is not known that the Nabob's Mother left any Will, her Son the Nabob became her heir, and if the Darogah's Statement be correct, it does not occur to me how his Shady Widow can claim such properties to be her own.

9. It is however publicly known that on the first recurrence after his Mother's demise of the birthday of Nabob Khyre Oon Nissa Begum, all the principal ladies of the relations were invited to an entertainment, and that they then gave Nuzzurs to his Begum.

C.

10. All the Boats Establishment were likewise originally the property of the Nabob's Mother: and there is nothing found in the Records to show that such belong to Her Highness Nabob Khyre Oon Nissa Begum.

D.

11. There is nothing found in the Records to show that the Begum has any right to these Articles.

E.

12. Of these alleged loans there is not found any Record of them in any Department, and as it is not known that Enayet Oon Nissa Begum ever made any Will but died intestate, it will be for Khyre Oon Nissa Begum to prove such Will in her favor and then her claim.

F.

13. The Records of the Sircar under my care do not contain any mention of such gifts and loans.

14. If the Begum's own Books show them, I would be inclined to regard all such as she received from the Nabob, and *vice versa*, as the givings and takings of man and wife. It may be gravely doubted, indeed wholly disbelieved, that the entries of such in the Begum's Journals are made in the form of Loans.

G.

15. This transaction is one which may require some consideration from the Advocate General and yourself because of the relations of the Nabob and his Wife. The monthly amount allotted to Nabob Khyre Oon Nissa Begum was Rupees 12,000. But almost from the first, the Nabob interfered by making allotments on the allowance, permitting at first Rupees 500, there- after Rupees 1000, for the Begum, and disposing at his pleasure of all the remainder. But on the 24 Rubbee Ool Awal 1267, (27th January 1851) the Nabob after a lengthened correspondence and an attempt on the part of Istefah Cutcherry to get power over the Begum's Allowance, the Nawab appointed the Dewan who was then Meer Sawmani Hoozoor and in consequence thereof to the Office of Nazir (Superintendent) of the Begum's household, with full powers over the pay, &c., and the sums which Her Highness in G Records are those which the Nazir controlled; distributed to Servants; as interest,—and to the dancing girl people; bringing same to account in the Meer Sawmani-i-Hoozoor.

16. There are Documents which show that this plan was adopted by the Nabob for obtaining means of paying certain Servants, without seeming to diminish the amount allotted for the Begum, and it was upon the knowledge of this principle that Government of its own accord abstained from allowing to Her Highness Nabob Khyre Oon Nissa Begum the full Rupees 12,000 as a Stipend, which was nominally against her name in the Mahullat Records, and allotted only Rupees 9,350 as her own Stipend.

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H.

17. Most of the Articles are reported to have been made by His Highness the Nabob: but it is stated that Sheikh Nuthur can point out a few Articles which belonged to Enayet Oon Nissa Begum, and which were received from Her Highness Nabob Khyre Oon Nissa Begum on loan. It may be deemed advisable to regard them as part of her household utensils, and let Sheikh Nuthur point to and remove them, though in truth they may only be in the same condition as other property from her mother-in-law.

I.

Rupees.....	1,00,000	18. The Begum claims her Dower of Rupees
Tolas of Gold 39, at Rupees 15,	585	1,00,600, which is the amount shown by the Records
	_____	to have been fixed as her Mihr or Dower on her
	1,00,585	marriage on the 26th Rujjub 1264, (29th June 1847.)

19. The Advocate General and yourself are cognisant of the Mahomedan Law on this point, that the Mihr ought to be paid down at the instant of marriage. But this is not the practice of India, and only on complaints or claims from relatives is the Mihr given in whole or part. The enormous dowers fixed in India being so with the view of preventing husbands divorcing their wives; but husbands whose wives are dying, often take the precaution of obtaining from their dying wives a renunciation of their dower and thoughtful dying wives often voluntarily renounce their dowers to prevent their husbands being troubled by their (the wife's) relatives. You will know whether the English Law Rules would grant: but the Mahakamah Records are reported to show many such, and what should be done with this claim, and the decision how to deal with it may depend on the extent to which the deciding person may regard as a moral or religious obligation. I think this may be the only one of Her Highness Nabob Khyre Oon Nissa's claims, which Her Highness could support, although Her Highness' delicacy and the good taste of making such a claim may not be apparent.

20. It is not known that at any time Her Highness ever renounced her dower in the lifetime of her husband, but she can even now at any future time do so.

J.

21. On this claim, the Records fail to show and every one here fails to understand why Her Highness can pretend to make it.

COPY OPINION.

As regards the House and Gardens, &c., claimed by Her Highness in Schedule A. I am clearly of opinion that she has no claim to them, legal or moral. Even the Dewan's letter of 5th January 1858, shews that the custody of the Title Deeds remained unaltered, and that the Nabob, subsequent to the alleged gift to his Begums, dealt with this landed property as exclusively his own.

The Nabob's mother having left no Will the Nabob as her only son succeeded to her property as of course. I have nothing before me to shew on what grounds Her Highness now claims her Mother-in-law's property and till some grounds are shewn I can only say that in my opinion she has no claim to any part of it.

I have as yet nothing before me beyond the mere fact of Her Highness claiming it, to shew any title in her to the amount specified in Schedules F. and G. It is for Her Highness to furnish such evidence if she has it. In the absence of any such her claiming the money does not give her a title to it. As regards Schedule C in particular, I am of opinion with reference, to the circumstances stated in para: 15 of the Government Agent's letter of 24th January 1859, that Her Highness has no claim upon Government, or the Nabob's Estate for sums not paid to her month by month. If the Rupees 12,000 was allotted to her on her marriage by any deed, equivalent to a marriage settlement, (which I rather presume was not the case, as a Mihr or Dower seems to have been formally recorded,) then there might be some foundation for this claim, as Musselman ladies may clearly have separate property of their own, if however the Rupees 12,000 monthly was a mere voluntary allotment of the Nabob's, he might diminish or cancel it as he pleased. The only thing he could not alter was the "Mihr" or Dower.

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This according to the Hidayat Book II, Cap. III, is of right payable before consummation. Till paid, a woman may refuse her husband's access and may refuse to let him take her a journey; only when it is paid does he, by law, enjoy his full marital rights. Macnaghton, Chapter VII, is to the same effect. If the Records referred to by the Government Agent be free from all suspicion, I am of opinion that Her Highness is legally entitled to Rupees 1,11,585, as her Mihr or Dower by Mahomedan Law.

I am, however, also clearly of opinion that neither her husband's Estate, nor the Government, are in the slightest degree liable, legally or morally, to pay her both her Dower and also Rupees 9,350 as a monthly allowance, she might fairly be called on to elect which she prefers to take.

I have no evidence before me of any legal claim on Her Highness' part to any thing else; but if there be any fair reason to suppose that any of the Articles in Schedule, H. which Sheikh Nathur can point out (Government Agent's letter, para: 17,) were really hers, or in her sole possession, I should advise giving them up to her.

(Signed) THOMAS SYDNEY SMYTH,
Advocate General.

29th January 1859.

(True Copy.)

(Signed) J. R. BOYSON,
Government Solicitor.

No. 15.

ORDER THEREON, No. 102; dated 10th February 1859.

With his letter of the 22nd December, the Receiver of Carnatic Property forwarded a letter addressed to him by Her Highness the Nabob Khyre Oon Nissa Begum preferring certain claims on the Estate of her late husband His Highness Mahomed Ghous Bahadoor, Nabob of the Carnatic.

2. Her Highness' letter was sent to the Government Solicitor for his remarks and has been laid by him before the Advocate General for his opinion.

3. This opinion has been transmitted to Government by Mr. Boyson with his letter of the 31st Ultimo.

4. The only one of the claims preferred by Her Highness, which, under the opinion expressed by the Advocate General, it will be necessary to notice, is that for Dower Rupees 1,11,585.

5. Mr. Smyth is of opinion that, if the Records referred to by the Government Agent are free from suspicion, Her Highness is legally entitled to this sum, as her Mihr or Dower, by the Mahomedan Law. He is however further clearly of opinion that neither her husband's Estate, nor the Government, are in the slightest degree liable, legally or morally, to pay her both her Dower and also Rupees 9,350 as a monthly allowance. She might be fairly called on to elect which she prefers to take.

6. The Government, however, observe that besides arrears which for the single year 1855 amounted to Rupees 90,933,* Her Highness Khyre Oon Nissa Begum has since her husband's death, or for three years and 4 months, received a Stipend of Rupees 9,350 monthly, or for the whole 40 months Rupees 3,74,000, being more than treble the sums that she claims as Dower. Any consideration of this latter claim is therefore quite unnecessary.

7. The Agent will report whether there are any Articles in Schedule H. that Sheika Nathur can point out as really belonging to Her Highness or which were in her sole possession, and, if so, what are they.

8. The opinion of the Advocate General and the above Orders will be communicated to the Receiver of the Carnatic Property, and Her Highness' letter will be returned to him, copy being kept for Record.

Exd. J. A. Wilson.

(Signed) T. PYCROFT,
Chief Secretary.

Political Department

No. 102

*Extract from the Minutes of Consultation
Dated 10th February 1859.*

*Read again letter from
the Receiver of Carnatic
Property dated 22nd December
1855 and recorded in D. to Govt.
of 14th Jan. 1859.*

*Read also the following
letter from the Govt. Solicitor
(Received 31st Jan. 1859)
No. 136*

*With his letter of
the 22nd December the Re-
ceiver of Carnatic Property
forwarded a letter addressed
to him by H. H. the Nabob
Khyre Oon Nissa Begum pre-
ferring certain claims on the
estate of her late husband
H. H. Mahomed Ghous
Bahadoor Nabob of the
Carnatic.*

Her

2. - Her Highness was sent to the Govt. Solicitor for his remarks and has been laid by him before the Advocate General for his opinion.

3. - This opinion has been transmitted to Govt. by Mr. Bayan with his letter of the 3rd ultimo.

4. - The only one of the claims preferred by Her Highness, which, under the opinion expressed by the Advocate General, it will be necessary to notice is that for dower Rupees 1,11,585.

5. - Mr. Smith is of opinion that, if the records referred to by the Govt. Agent are free from suspicion, Her Highness is legally entitled to

to this sum, as her Nick or Dower, by the Mahomedan Law. He is however further clearly of opinion that neither her husband's estate, nor the Govt., are in the slightest degree liable, legally or morally, to pay her both her Dower and also Rs. 9350 as a monthly allowance - She might fairly be called on to select which she prefers to take.

6. - The Govt., however, observe that besides arrears which for the single year 1855, amounted to Rs. 90,933, Her Highness Nure-on-Nissa Begum has since her husband's death or for 3 years and 4 months received a

a subject to some payments Rs. 7970 to her servants - Rupees 82,963 were disbursed to herself. C.M.C. 24 Sept. 1855.

a stipend of Rs. 9350 monthly or for the whole 40 months Rs. 3,74,000 being more than treble the sum that she claims as dowry - Any consideration of this latter claim is therefore quite unnecessary. -

7. - The Agent will report whether there are any articles in Schedule II that Sheikh Nattier can point out as really belonging to Her Highness or which were in her sole possession - and if so what they are. -

8. - The opinion of the Advocate General and the above orders will be communicated to the Receiver of the Carnatic Property - and Her Highness's letter will

will be returned to him, copy being kept for record. -

J.P.

To the Govt. Solicitor, with
an orig. inclosure -

Govt. Agent Chepauk.

Receiver Carnatic Property.
with an enclosure returned

Dispt 18th

M. T. Hall
Secretary

