

MADRAS RECORD OFFICE.

Government of Madras.

Political **DEPARTMENT.**

G.O. No.	366	Press ~~Mis.~~
Dated	12. 6. 1860	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Political Department,
12th June 1860.*

No. 34. Read the following letter from J. R. BOYSON, Esq., Government Solicitor, Madras, to the Chief Secretary to Government, Fort Saint George, dated 28th May 1860, No. 557.

1. I have the honor to forward for the consideration of Government, the papers noted at foot, relating to a claim submitted to me by Mr. Brooks, the Official Assignee of the Insolvent Court at Madras and, as such, the Assignee of the Estate of the late Mr. Satur Peter Arathoon, an Insolvent debtor against the Estate of the late Nabob of the Carnatic, which, under the circumstances stated in the accompanying correspondence and apparently from oversight on the part of the Official Assignee, was not preferred under the provisions of Act XXX of 1858.

2. I have fully investigated this claim and was satisfied that the debts in respect of which it is preferred, were incurred by Madar-Ool-Omrah Bahadoor, late Dewan of the Nabob's Durbar, on account of the Nabob and not on his (Madar-Ool-Omrah's) own personal account, that sufficient valuable consideration for the granting of the 5 Persian Bonds, under the seal of Madar-Ool-Omrah, for sums amounting in the aggregate to Rupees 16,050 (which are particularized in Mr. Brooks' letter to Madar-Ool-Omrah of the 27th September 1859, and are now deposited in the Registry of the Supreme Court) passed from the late Mr. S. P. Arathoon, or from a third party through him and with whom the Official Assignee, if paid by Government, will account, into the Nabob's Treasury, or was applied for his use; and that, if this claim had been preferred under the provisions of Act XXX of 1858, by the Assignee of Mr. S. P. Arathoon's Estate, the Law Officers of Government would have consented to an order for the payment, at all events, of Rupees 16,050 under Section XXI of the Act.

3. I have inspected and satisfied myself as to the genuineness of the 5 abovementioned Persian Bonds, and I have likewise examined the Record (in the Registry of the Supreme Court) of the action brought in the name of C. Veerabuddra Moodelly (who was a mere Trustee and name lender in the matter for Mr. S. P. Arathoon) against Madar-Ool-Omrah (by his name of Shurfod Moolk Bahadoor) upon these Bonds and find that the action was commenced by the filing of a plaint on the 30th November 1842 and that, after various proceedings therein with which I need not trouble Government, judgment was signed for the plaintiff on the 29th April 1843 for Rupees 17,405-1-1 made up as follows:

Principal of Bonds and Interest...	16,576	14	7
Costs	828	2	6
	<u>17,405</u>	<u>1</u>	<u>1</u>

4. It is now too late for the Assignee of Mr. S. P. Arathoon's Estate to prefer any claim under Act XXX of 1858 for summary investigation, but, bearing in mind (as stated in my letter of the 9th ultimo, No. 312) that it is especially desirable to avoid as far as practicable all possible excuse for the institution of a suit under Act XXX of 1858, for the Administration of the Nabob's Estate, involving as it would do, very great delay, trouble and expense, and considering (as I do) that the debt in question was justly due, I beg to suggest that, in accordance with the Advocate General's opinion, the Sub Treasurer be authorized to disburse to the Official Assignee of the Madras Insolvent Court, as the Assignee of the Estate of the late Mr. S. P. Arathoon, the sum of 16,050 Rupees in liquidation of the claim in question on the Official Assignee and C. Veerabuddra Moodelly's executing the release, which I will prepare and to debit the amount to public expenditure.

A.

No. 11,051.

In the Supreme Court at Madras.

Plea side.

C. Veerabudra Moodelliar
versus
Shurfod Moolk Bahadoor.

Adduced and read for the Plaintiff at the assessing of the damages in this action this 1st April 1843.

(Signed) N. B. ACWORTH,
Prothonotary.

Proceedings of the Madras Government, Political Department,
12th June 1860.

TRANSLATION.

God.

Memorandum.

That agreeably to the order of His Highness, the sum of one thousand and seven hundred Company's Rupees, the half of which is eight hundred and fifty Rupees, has been received by way of debt from Shurf-ool-Moolk Bahadoor. The following is the promise, that after paying the sum above alluded to in a period of three months to the said person (*i. e.* Shurf-ool-Moolk Bahadoor) or to his order, this document will be taken back. Wherefore these few words have been written and given by way of document to be held as a voucher for the future.

Witnessed.

(Signed) MANIK CHUND,

Head Writer attached to the Treasury.

(Signed) VEERASAWMY, Golla.

I know.

The creature of God.

(Signed) VENKUT RAU,

Superintendent of the Treasury.

Company's Rupees 1,700.

(A true translation from the Jentoo language.)

(Signed) M. NARASINGA RAU,

Interpreter.

Written on the eleventh day of the month June in the year of Christ 1842, corresponding with the first of Jamady-ool-Avvul in the year of Hijree 1258.

(*Endorsed.*)

SHURF-OOO-MOOLK.

SIED BOODEEN ALY.

(A true translation from the Persian language as near as can be.)

(Signed) S. G. DUSTGERE,

Interpreter.

MEMORANDUM.

Document received 17th November 1842.

Translation ready 18th November 1842.

No. 62 of 1842. 18th November 1842.

(Signed) S. G. DUSTGERE.

Interpreter.

B.

No. 11,051.

Plea side.

Counoor Veerabudra Moodelliar

versus

Shurf-ool Moolk Bahadoor.

In the Supreme Court at Madras.

Adduced and read for the Plaintiff at the assessing of the damages in this action, this 1st April 1843.

(Signed) N. B. ACWORTH,

Prothonotary.

TRANSLATION.

God

Memorandum.

That agreeably to the order of His Highness, the sum of two thousand Company's Rupees, the half of which is one thousand Company's Rupees, has been received by way of debt from Shurf-ool-Moolk Bahadoor for the expenses of the Cirkar (the Court of His Highness). The following is the

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promise, that after paying the sum above alluded to in a period of three months to the said person (*i. e.* Shurf-ool-Moolk Bahadoor) or to his order, this document will be taken back. Wherefore these few words have been written and given by way of document to be held as a voucher for the future.

The creature of God.

(Signed) VENKUT RAU,

Superintendent of the Treasury.

Witnessed.

(Signed) MANIK CHUND,

Head Writer attached to the Treasury.

(Signed) VEERASAWMY, Golla.

I know.

Company's Rupees 2,000.

(A true translation from the Jentoo language.)

(Signed) M. NARASINGA RAU,

Interpreter.

Written on the twelfth day of July in the year of Christ 1843, corresponding with the 2nd of Jamady-ool-Sanee in the year of Hijree 1258.

(*Endorsed.*)

SHURF-OOO-MOOLK.

(A true translation from the Persian language as near as can be.)

(Signed) S. G. DUSTGERE,

Interpreter.

MEMORANDUM.

Document received 17th November 1842.

Translation ready 18th November 1842.

No. 63 of 1842. 18th November 1842.

(Signed) S. G. DUSTGERE,

Interpreter.

C.

No. 1,051.

In the Supreme Court at Madras.

Plea Side.

C. Veerabudra Moodelliar

versus

Shurf-ool Moolk Bahadoor.

Adduced and read for the Plaintiff at the assessing of the damage in this action, this 1st day of April 1843.

(Signed) N. B. ACWORTH,

Prothonotary.

TRANSLATION.

God.

Memorandum.

That agreeably to the order of His Highness, the sum of five thousand and six hundred Company's Rupees, the half of which is two thousand and eight hundred Company's Rupees, has been received by way of debt from Shurf-ool-Moolk Bahadoor for the expenses of the Cirkar (the Court of His Highness). The following is the promise, that after paying the sum above alluded to in a period of three months to the said person (*i. e.* Shurf-ool-Moolk Bahadoor) or to his order, this document will be taken back. Wherefore these few words have been written and given by way of document to be held as a voucher for the future.

Witnessed.

(Signed) MANIK CHUND,

Head Writer attached to the Treasury.

(Signed) VEERASAWMY, Golla.

I know.

The creature of God.

(Signed) VENKUT RAU,

Superintendent of the Treasury.

Company's Rupees 5,600.

(A true translation from the Jentoo language.)

(Signed) M. NARASINGA RAU,

Interpreter.

Proceedings of the Madras Government, Political Department,
12th June 1860.

Written on the twelfth day of July in the year of Christ 1842, corresponding with the 2nd of Jaunday-oos-Sanee in the year of Hijree 1258.

(Endorsed.)

SHURF-OOL-MOOLK,

SIED BOODEEN ALY.

(Signed) C. VERABADERUM,

(In the English language.)

HARATHOON.

(A true translation from the Malabar language.)

(Signed) M. NARASINGA RAU,

Interpreter.

(A true translation from the Persian language as near as can be.)

(Signed) S. G. DUSTGERE,

Interpreter.

MEMORANDUM.

Document received 17th November 1842. } No. 65 of 1842. 18th November 1842.
Translation ready 18th November 1842. }

(Signed) S. G. DUSTGERE.

Interpreter.

D.

11,051.

In the Supreme Court at Madras.

Plea Side.

C. Veerabudra Moodelliar

versus

Shurfool Moolk Bahadoor.

Adduced and read for the Plaintiff at the assessing of the damages in this action, this 1st April 1843.

(Signed) N. B. ACWORTH,

Prothonotary.

TRANSLATION.

GOD.

Memorandum.

That agreeably to the order of His Highness, the sum of one thousand Company's Rupees, the half of which is five hundred Company's Rupees, has been received by way of debt from Shurf-ool-Moolk Bahadoor, for the expenses of the Circar (the Court of His Highness). The following is the promise, that after paying the sum above alluded to in a period of three months to the said person (*i. e.* Shurf-ool-Moolk Bahadoor) or to his order, this document will be taken back. Wherefore these few words have been written and given by way of document to be held as a voucher for the future.

Witnessed.

The creature of God.

(Signed) MANIK CHUND,

(Signed) VENKUT RAU,

Head Writer attached to the Treasury.

Superintendent of the Treasury.

(Signed) VEERASAWMY, Golla,

I know.

Company's Rupees 1,000.

(A true translation from the Jentoo language.)

(Signed) M. NARASINGA RAU,

Interpreter.

Proceedings of the Madras Government, Political Department,
12th June 1860.

Written on the twelfth day of July in the year of Christ 1842, corresponding with the 2nd of Jamady-oos-Sanee in the year of Hijree 1258.

(Endorsed.)

SHURF-OOL-MOOLK.

(A true translation from the Persian language as near as can be.)

(Signed) S. G. DUSTGERE,

Interpreter.

MEMORANDUM.

Document received 17th November 1842. } No. 64 of 1842. 18th November 1842.
Translation ready 18th November 1842. }

(Signed) S. G. DUSTGERE,

Interpreter.

E.

No. 11,051.

In the Supreme Court at Madras.

Plea side.

C. Veerabudra Moodaliar

versus

Shurf-ool-Moolk Bahadoor.

Adduced and read for the Plaintiff at the assessing of the damages in this action, this 1st April 1843.

(Signed) N. B. ACWORTH,

Prothonotary.

TRANSLATION.

GOD.

Memorandum.

That agreeably to the order of His Highness, the sum of five thousand seven hundred and fifty Company's Rupees, the half of which is two thousand eight hundred and seventy-five Company's Rupees, has been received by way of debt from Shurf-ool-Moolk Bahadoor for the expenses of His Highness. This is the promise, that after paying the abovementioned sum to the person above alluded to or to his order on or before the eight of the month of October in the year of Christ 1842, this acknowledgment will be taken back. Wherefore these few words have been written and given by way of acknowledgment (for the money borrowed) to be held as a voucher for the future.

Witnessed.

The creature of God.

(Signed) MANIK CHUND,

(Signed) VENKUT RAU,

Head Writer attached to the Treasury.

Superintendent of the Treasury.

(Signed) VEERASAWMY, Golla.

I knew.

Company's Rupees 5,750.

(A true translation from the Jentoo language.)

(Signed) M. NARASINGA RAU,

Interpreter.

Written on the fifteenth day of August in the year of Christ 1842, corresponding with the seventh of Rujjub in the year of Hijree 1258.

(Endorsed.)

SHURF-OOL-MOOLK.

SIED BOODUN ALY.

(A true translation from the Persian language as near as can be.)

(Signed) S. G. DUSTGERE,

Interpreter.

MEMORANDUM.

Document received 12th October 1842. } No. 58 of 1842. 15th October 1842.
Translation ready 15th October 1842. }

(Signed) S. G. DUSTGERE,

Interpreter.

(True Copies.)

(Signed) J. B. BROOKS,

Deputy Prothonotary.

Proceedings of the Madras Government, Political Department,
12th June 1860.

From B. BROOKS, Esq., Official Assignee, to MADAR-OOL-OOMRAH BHADOOR, Esq.,
Beach, Triplicane, dated 27th September 1859, No. 617.

Having occasion lately to look into matters connected with the Insolvent Estate of Mr. Satur Peter Arathoon, I have noticed among other things that you are a debtor to his Estate in the sum of Rupees 17,105-1-1 being debt and costs recovered by Mr. Arathoon, against you before his Insolvency in 1842.

On looking into the Pleadings in the action, I may mention with a view to your recalling to your recollection that the action was brought and Judgment recovered against you on five Persian Bonds or instruments in writing of yours, the particulars of which are as follows, and which I give you for your information:—

- A. dated 11th June 1842, for Rupees 1,700 0 0
- B. dated 12th July 1842, „ „ 2,000 0 0
- C. dated 12th July 1842, „ „ 5,600 0 0
- D. dated 12th July 1842, „ „ 1,000 0 0
- E. dated 15th Aug. 1842, „ „ 5,750 0 0

Execution I am told was taken out by Mr. Arathoon, but without success.

Finding this Judgment to be unsatisfied, in any way, it is my duty, to call upon you which I hereby respectfully beg to do, to satisfy by payment, this Judgment; at the same time I beg to state, that I shall abstain making any representation to the Government of Fort Saint George, with the view to process, until you have had a reasonable time to look into your books, so as to enable you to reply to this letter. At the same time allow me to say that I shall be obliged by an answer as early as possible.

From B. BROOKS, Esq., Official Assignee to MADAR-OOL-OOMRAH BHADOOR, Esq.,
Triplicane, dated 14th November 1859, No. 757.

I addressed you by letter under date the 27th September, on the subject of your debt due to the Estate of Mr. Satur Peter Arathoon, an Insolvent debtor, for which a Judgment was obtained by that gentleman against you, at the same time I acquainted you, precipitant steps would not be taken to enforce that Judgment until a reasonable time had been afforded you to look into your papers on the subject, and requesting an answer as early as possible.

I beg now to acquaint you that unless I hear from you, and receive a satisfactory answer, on or before Saturday next the 19th instant, I shall take immediate measures for enforcing the Judgment against you.

From MADAR-OOL-OOMRAH, Dewan of the Durbar, to Major P. T. SNOW, Assistant
Government Agent at Chepauk, dated 21st November 1859.

I have the honor to enclose a letter, requested to be returned, received from Mr. Brooks and to mention the following particulars for your information.

During the Ex-Regency a sum of Rupees 16,050 was borrowed through Syed Boodden Ally in 5 Bonds in my name signed by the Mooshriff of the Sircar Treasury and endorsed by myself when His Highness the late Nabob Ghoolam Mahomed Ghouse Khan Bahadoor ascended the Musnad. He declined to pay the debts incurred during the Regency, consequently an action was brought against me in the Supreme Court for the amount of the 5 Bonds mentioned in Mr. Brooks' communication.

In 1853, however, the late Nabob recognized and ordered the payment of 5 lacs of Rupees out of the Regency debts, and in these 5 lacs is included the sums of Rupees 16,050 above referred to, a great majority of the creditors for the 5 lacs obtained their dividends from the Istaffa Cutcherry during the life time of His late Highness, but no claim was then made for the amount of the Bonds in question; had it been so, dividends would certainly have been paid by the Circar.

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As that sum was borrowed for the Circar expenses and is also included in the debts recognized by the late Nabob, I beg you will kindly be pleased to submit this letter to His Excellency the Governor in Council and relieve me from the hands of Mr. Brooks.

From Major P. T. SNOW, Assistant Government Agent and Paymaster of Carnatic Stipends,
to MADAR-OOL-OOMRAH BAHADOOR, Dewan of the Durbar, dated 22nd
November 1859, No. 1,676.

In acknowledging the receipt of your letter of yesterday's date, with enclosure, from B. Brooks, Official Assignee, herewith returned, I have the honor to suggest that you should pursue the following course.

1. You should examine the Istaffa Records and obtain satisfactory proof that the amount referred to by Mr. Brooks actually formed part of the 5 lacs, proof on this point will exonerate you from the demand, and you can communicate with Mr. Brooks informing him that if the amount is still due it is the debt of the late Nabob, and the parties interested should (if they have not already done so) have applied in the usual manner through Her Majesty's Supreme Court of Judicature.

Particulars of the Treasury Records.

The amount of the 5 Bonds of the Treasury in favor of Shurf-oal-Moolk Bahadoor, specified in the accompanying Memorandum, is Rupees 16,050, which has been placed as receipt in the Treasury accounts, and which has been included in the Istaffa Cutcherry as a part of the 5 lacs and odd Rupees.

Dated 3rd December 1859.

Particulars of the Istaffa Cutcherry's Records.

The Bonds in question have been entered into the Istaffa Cutcherry as a part of the 5 lacs and odd Rupees, but the creditors for those Bonds not having applied to this Cutcherry until the death of the late Nabob, no instalment was paid from the Istaffa Cutcherry.

Dated 3rd December 1859.

MEMORANDUM.

Bonds of the Treasury in favor of Shurf-oal-Moolk Bahadoor for a part of 5 lacs and odd Rupees.

1	Dated 11th June 1842, for Rupees	1,700	0	0
1	„ 12th July „ „ „	2,000	0	0
1	„ „ „ „ „	5,600	0	0
1	„ „ „ „ „	1,000	0	0
1	„ 15th Aug. „ „ „	5,750	0	0
Total Rupees		16,050	0	0

Dated 3rd December 1859.

From Major P. T. SNOW, Assistant Government Agent at Chepauk and Paymaster of Carnatic Stipends, to MADAR-OOL-OOMRAH BAHADOOR, Dewan of the Durbar, dated 5th December 1859, No. 1,721.

The Assistant Government Agent at Chepauk and Paymaster of Carnatic Stipends has the honor to acknowledge the receipt of the letter from Madar-oal-Oomrah Bahadoor, Dewan of the Durbar, dated 26th ultimo, and to transmit the enclosed information received from the Record Officers of the Treasury and Istaffa Cutcherry with translation.

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IN THE COURT FOR THE RELIEF OF INSOLVENT DEBTORS AT MADRAS, 16th DECEMBER 1859.

PRESENT.

The Honorable Sir Adam Biddleston, Knight, Puisne Justice and one of the Commissioners of this Court.

In the Matter of the Petition and Schedule of } Examination.
Satoor Peter Arathoon, a discharged Insolvent Debtor. }

C. Veerabadra Moodelly, sworn and examined by the Official Assignee :

I am a Dabash and was one under Mr. Arathoon, while I was under him I used to act up to his orders in anything he asked me to do. My pay was Rupees 10-0-0 per mensem, I was in his service 31 or 32 years up to the time of his death. Arathoon carried on merchandize and dealt in money. I recollect he had dealings with Shurf-ool-Moolk Bahadoor. He gave some Persian Bonds to my master and he ordered me to demand the money upon them. I should know the Bonds as in, I see this A. The transaction was long ago. I recollect having seen this before. I got Judgment upon this against Shurf-ool-Moolk. I see these also B. C. D. and E., I saw them before.

These are the 5 Bonds upon which Judgment was recovered. I had no interest in these, I recovered because my gentleman told me. I was employed under and acted according to his orders. I had no interest in the Bonds or the Judgment and I have no interest now in them or the Judgment, nor had I at any time. I have no objection to sign the letter shown me by Messrs. Ashton, Richardson and Co.

(Signed) C. VEERABADRA MOODELLY.

(A true Copy.)

(In Malabar language.)

(Signed) A. MACDONALD RITCHIE,

Chief Clerk.

From C. VEERABUDDRA MOODELLY (in Malabar language), to Mr. B. BROOKS, Official Assignee and Assignee of S. P. ARATHOON, an Insolvent, dated 16th December 1859.

Mr. George Richardson has acquainted me that you are desirous of receiving from me a declaration in writing as to what extent I was or still am interested in the action of myself *versus* Shurf-ool-Moolk Bahadoor in respect of five Persian Bonds drawn by order of His Highness the Nabob of the Carnatic in favor of Shurf-ool-Moolk Bahadoor and by him and another blank endorsed and which action was tried and Judgment given for the Plaintiff in April 1843. With reference to that action I beg to state I never had any interest either in the Bonds or in the action. I was in the life time of Mr. S. P. Arathoon his Ghomasla and confidential servant, and it was his custom to put me forward in pecuniary transactions of his own and as a name lender, I having no interest whatever in the matter, and lent his paid servant for such purposes as the above and others as he might direct. The present five Bonds were never in my possession as owner of them and the action for recovering the amount of them from Shurf-ool-Moolk Bahadoor was instituted by my master Mr. S. P. Arathoon, who I believe paid the costs of it to his Solicitors Messrs. Rowlandson and Rose. The statement in Mr. Arathoon's Schedule in regard to this transaction, namely, I have caused an action to be brought against this debtor (Shurf-ool-Moolk Bahadoor) in the name of Connore Veerabadra Moodelly in trust for me is correct and true. From the above explanation you will see I never had any interest in the transaction and therefore can have (as my thereby doing so will, I understand, be of assistance to you in recovering Mr. Arathoon's Insolvent Assets) no objection in disclaiming and which I hereby do any interest whatever either in the said five Bonds or in the Judgment of the Court in respect of them.

Witnesses.

(Signed) C. V. ACATASUM NAIDOO,

Manager in the Official Assignee's Office.

(Signed) R. ALAGASINGARY CHETTY.

Writer in the above Office.

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From B. BROOKS, Official Assignee and as such Assignee of Mr. SATOOR PETER ARATHOON, to JOHN ROBERT BOYSON, Esq., Solicitor for the Government of Fort Saint George, dated 19th December 1859, No. 816.

I have the honor to submit copies of certain correspondence from myself to Madar-ool-Oomrah Bahadoor, Dewan of the late Nabob of the Carnatic, and also between that gentleman and Major P. T. Snow, as Assistant Government Agent, &c., for your information.

2. I need hardly trouble you with any remarks as the correspondence will sufficiently acquaint you with the subject matter and likewise the object of this application, namely, whether Government will be pleased under the circumstances to recognize the claim put forward, and whether I may look to and expect from Government, payment of the debt and costs, without suit, for the Administration of the late Nabob's Estate; it being now too late to come in under Act XXX of 1858.

3. My predecessor's omitting to prefer the claim to the Istaffa Cutcherry in 1853, the course that ought to have been adopted as indicated in the Dewan's letter to Major Snow, is somewhat unaccountable; but for all that, the claim is, in my humble opinion, equally genuine, as must be manifest on investigation.

4. I shall be greatly obliged, if, as early as practicable, you would be pleased to indicate to me, whether you feel yourself at liberty to entertain, investigate and dispose of the claim, or whether it is necessary that I should in the first instance, make any application to the Government of Madras on the subject.

From EDWARD BALFOUR, Esq., Commissioner Investigating the debts of His Highness the late Nabob of the Carnatic, to J. R. BOYSON, Esq., Her Majesty's Government Solicitor, dated 7th May 1860, No. 117.

I have the honor to reply to your letter, No. 25 of 7th January last, and to report on the subject of its enclosures.

2. The first item of claim is Rupees 700, on a Bond of date 11th June 1842.

3. In the signed and passed Journal of the Treasury of 11th June 1842, there is entered as new receipts from Shurf-ool-Moolk Bahadoor, through Syed Budhun, as per Bonds of 15th June 1842 and question or Sawal Rupees 1,700 and Rupees 1,500.

4. The "Sawal" or question is not forthcoming, but there is found copy of a Bond for Rupees 3,200 as borrowed from Shurf-ool-Moolk, payable in three months. There is not found mention of any Bond of Rupees 700 and it is possible that there is some clerical error in stating the sum to be Rupees 700.

5. The 5 lac list is in Court. But a copy has been kept which records these two sums of Rupees 3,200, connected with Syed Budhun Ali.

6. In the No. 8 book of Istafa, claim No. 56, a debt of Rupees 1,500 was claimed on the 11th June 1842, Bond by this Budhun Ali, he received two instalments on it of Rupees 75 each from the Istafa Cutcherry, and I observe in No. 211 of your settled claims, that he has been paid the remaining Rupees 1,350.

7. The Istafa Cutcherry paid the same, taking from Budhun Ali an acknowledgment of no claim for interest, and you recognize that the Nabob in accepting 5 lacs did not undertake to pay interest.

8. The next three items are of date 12th July 1842, for Rupees 2,000, Rupees 5,600 and Rupees 1,000. Total Rupees 8,600.

9. In the passed Treasury Journal of that date, entry similar to the above is made of fresh borrowing to this extent on 3 Bonds as above, of this date. There is no mention made of any "Sawal" and there is not found any "Sawal," but copy of these 3 Bonds is on record.

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10. In the 5 lac list which reached the Istafa, is recorded a debt of Rupees 8,600 as on ONE Bond, not on 3 Bonds, but as claim Nos. 59, 60, 61 in book 8 of Istafa it is separated into the 3 sums of the Bonds, viz. :

No. 59, on Bond, dated 12th July 1842, Rupees 5,600	
„ 60 „ „ „ 2,000	
„ 61 „ „ „ 1,000	

But as with the Bond for Rupees 1,700, bearing date 11th June 1842, no one ever appeared before the Istafa to claim and no payment was ever made on any of them.

11. The last item is the Rupees 5,750, and this amount is entered in the passed Treasury Journal, dated 15th August 1842, as fresh debt in the same manner as above, payable on the 8th October 1842, as borrowed on one Bond on a "Sawal" but the "Sawal" is not forthcoming.

12. The copy of this Bond is on record and is of the same form as above noted. This amount is entered in the 5 lac list, and as claim No. 62, in book No. 8 of Istafa; but no payments have been made on it as no one has claimed.

13. Of the above sums the item of Rupees 1,700 seems to have been expended for the Sircar varied purposes, recorded in 33 slips written on both sides, but the custom of the Regent of recording as in hand least sums of money which never seem to have been in hand, prevents the possibility of stating what was done with this particular sum. For instance, in that day's journal is recorded :

In hand.....	Rupees 8,68,723	7	3
Chickre.....	„	0	13 0
Fanams.....	„	0	8 0
Annas.....	„	0	14 0
Fresh debt....	„	3,200	0 0

Total Rs.	8,71,923	7	3
And the expenditure...	Rupees 17,332	3	9
Leaving balance of...	Rupees 8,54,591	3	6

14. From the account, therefore, there is not any means of stating with certainty whether any such sum was expended at all, but the Rupees 17,332-3-9, expended on that date was all for Sircar purposes.

15. The expenditure of the second sum of Rupees 8,600, even less can be discovered, but it, too, may all have been expended in Sircar purposes; on that date Rupees 11,156 were received and Expenditure was Rupees 17,714-12-6, the total in hand being Rupees 8,74,655-49-0 and remained Rupees 8,68,096-8-3

The Rupees 17,714-12-6 which was expended was so as follows :—

Paid Debt with interest of Syed Budhum Ali	Rupees 5,555	0	0
Wages to Department, purchase of Bonds, Interest, &c.	„	12,159	12 6

16. The last item of Rupees 5,750 may also or may not have been expended for Sircar purposes, in the purchase of Government Notes through Syed Budhum Ali and other Sircar expenses. But as that day's account records

In hand.....	Rupees 7,24,561	11	3
Received fresh.....	„	11,181	8 0
	„	7,35,743	3 3
Expended.....	„	8,888	3 9
Remaining	Rupees 7,24,854	15	6

for you will see that the fresh receipts on that day amounted to Rupees 11,181-8-0 while only Rupees 8,888-3-9 were expended.

17. The Shurf-ool-Moolk therein alluded to is the present Madar-ool-Oomra Bahadoor, for whose account of the transactions I refer you to his statements in correspondence with the Official Assignee.

*Proceedings of the Madras Government, Political Department,
12th June 1860.*

18. Terazish Khan Bahadoor states that he has heard of Syed Budhun Ali having been before the Official Assignee, and disclosing all connected with these debts, with which it is stated Syed Budhun Ali has some connection.

19. I am of opinion that the sums now claimed could not be disputed in Court and would therefore be payable to whomsoever may be found in lawful possession of the Bonds.

COPY OPINION.

Considering the circumstances disclosed in the Dewan's letters, and the result of Dr. Balfour's researches among the Records, I think there seems every reason to conclude that the amount of the 5 Bonds claimed was actually received from Mr. S. P. Arathoon; and, as it is indisputable that their amount Rupees 16,050 was included in the 5½ lacs List of debts, which the late Nabob undertook to pay on account of his uncle Prince Azeem Jah, and actually commenced to liquidate by instalments, and, as Government has authorized the liquidation of the balances remaining due, I do not think that advantage ought to be taken of the accidental omission to prefer this claim under the provisions of Act XXX of 1858. No interest, however, can be admitted, and, under the circumstances I don't think costs should be allowed, only the principal sum of Rupees 16,050.

(Signed) THOMAS SYDNEY SMYTH.

(True Copies.)

11th May 1860.

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

ORDER THEREON, 12th June 1860, No. 366.

No. 35. Under the circumstances represented in the above letter and on the advice of their Law Officers, the Government resolve to authorize the Sub-Treasurer to disburse to the Official Assignee of the Madras Insolvent Court as the Assignee of the Estate of the late Mr. Satur Peter Arathoon, the sum of Rupees (16,050) sixteen thousand and fifty, in liquidation of the claim against the Estate of the late Nawab of the Carnatic, on the Official Assignee and C. Veerabuddra Moodelly executing the necessary release which will be prepared by the Government Solicitor. The amount now ordered to be paid will be charged to public account.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. S. T. Augustin.

by the filing of a - Plaintiff on the
30th November 1842 and that, after
various proceedings therein, with
which I need not trouble Government,
judgment was signed for the Plaintiff
on the 29th April 1843 for Rs. 17,405. 1.1.
made up as follows.

Principal of Bonds and Interest	16,576. 14.7
Costs	828. 2.6.
	<u>17,405. 1.1.</u>

4. It is now too late for the Assignees
of M^r. S. P. Brathorn's Estate to prefer
any claim under Act xxx of 1850 for
summary investigation, but, bearing
in mind (as stated in my letter of
the 9th ultimo No. 312) that it is especially
desirable to avoid as far as practicable
all possible excuse for the institution
of a Suit under Act xxx of 1850 for the
administration of the Nabob's Estate,
involving, as it would do, very great
delay, trouble and expense and
considering (as I do, that the debt in
question was justly due, I beg to
suggest that, in accordance with
the Advocate General's Opinion,
the Sub Treasurer be authorized
to disburse to the official Assignee of
the Madras Insolvent Court, as

the

the assignee of the Estate of the late
 Mr. S. P. Bhatnagar, the sum of
 16,050 Rupees in liquidation of the
 claim in question on the Official
 Assignee, Mr. C. Venkatachandra Moodley
 executing the Release, which will
 be paid and to debit the amount
 to public expenditure.

I have the honor to be
 Sir
 Your Most Obedient Servant.

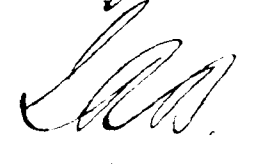
 Secy. to Govt.

Note of Enclosures.

- 11th June 1842. Copy translation of a Persian Bond
- 10th Rupees. ————— Rs 1700.
- 12th July 1842. ————— do ————— do ————— 2000.
- 12th July 1842. ————— do ————— do ————— 3600.
- 12th July 1842. ————— do ————— do ————— 1000.
- 15th Aug. 1842. ————— do ————— do ————— 5750.
- 27th September 1859. Copy Letter from the Official
 Assignee to Madar Ool Omrah Bahadur
 Bahadur no: 647.
- 24th Nov. 1859. Copy Letter from ————— to —————
- 21st Dec. 1859. Copy Letter from Madar Ool
 Omrah Bahadur to Major Shaw.

Returned to
 the Govt. Soli.
 -Citer 5/11/60

- 22nd Nov. 1859. Copy Letter from Major Shaw to
 Madar Ool Omrah Bahadur.
- 5th Dec. 1859. Copy Letter from Major Shaw to Madar
 Ool Omrah Bahadur and
 3 Memoranda thereon referred to.
- 16th Dec. 1859. Copy Examination of Venkatachandra
 Moodley before the Insolvent
 Court.
- 16th Dec. 1859. Copy Letter from Venkatachandra Moodley
 to the Official Assignee.
- 19th Dec. 1859. Copy Letter from the Official Assignee
 to the Government. No. 516.
- 7th May 1860. Copy Letter from the Com. Investigating
 the Kuto's Debts to the Govt
 Solicitor no: 117.
- 11th May 1860. Copy of Advocate General's Opinion.



Political Department

Proceedings of the Madras Govt

Read the following
letter from the Govt Co-
llector.

(Dated 28 May 1860 No 557)

Order No. 12 June 1860. No 366.

Under the circum-
stances represented in
the above letter and on
the advice of their Law
Officers, the Govt re-
solved to authorize the
Sub Treasurer to disburse
to the Official Assignee
of the Madras Insolvent
Court as the Assignee
of the Estate of the late
Mr. Peter Peter Matheson,
the sum of Rupees (10,750)
sixteen thousand and
fifty in liquidation of
the claim against the
Estate of the late Ma-
theson

Yours

Wm

Wm

Kawal of the Carnatic,
on the Official Assignee
and C. Veraluddra Rao.
delly executing the ne-
cessary Release which
will be prepared by the
Govt Solicitor. The amounts
now ordered to be paid
will be charged to pub.
lie account.

J. J.

To the Govt. Solicitor. The translations of ^{the} five bonds,
in Official Assignee returned to the Govt. Solicitor
of the Madras District Court. 5/11/60
in Acct. General } Disp. 12⁴
in Sub Treasurer.

Political Letter to King of 10th August.
 No 30 of 1860.

Believe me to be
Yours truly,
J. B. Williams

By June

Political Astrology

44/2.9/55

(2) *Mountains of Cord
or of Cordillera*

74839. Fr. 19 of 10

In forwarding the
new statement to the Com.
to the effect required of
the producers herewith
I send you the charges of
the estate of the late Mr
Richard Selous & his son, the
sum of Pounds. 10050. in
liquidation of the claim
against the estate of
the said estate.