

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 696

Press
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Dated 26 - 11 - 1918

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Proceedings of the Madras Government, Political Department,
26th November 1860.

No. 87. Read the following letter from THOMAS SYDNEY SMYTH, Esq., Advocate General, to the Chief Secretary to Government, Fort Saint George, dated 21st, November 1860.

I have the honor to submit the following Report for the information of the Honorable the Governor in Council, and to beg that I may be favored as soon as possible with his instructions respecting the Appeal, to Her Majesty in Council, which, you will observe, I consider it necessary to prefer in order to protect the interests of Government and of the public.

2. On Monday the 19th instant, Mr. Justice Bittleston delivered judgment in the matter of the claim preferred by Damoodra Doss and others against the Estate of the late Nabob of the Carnatic, under Act 30 of 1858.

3. This claim, with another separate claim by Birjee Bookun Doss, brother of this Damoodra Doss, came on for hearing together, in consequence of my warning the first named claimant, as soon as it appeared that he and all his brothers, (as Members of an undivided Hindoo family) were equally and jointly interested in the two claims separately preferred, that I considered all the claimants to have violated Section 16 of Act 30 of 1858, which prohibits splitting of claims, and that unless they now applied for leave of the Court to amalgamate their claims, and bring them on together for hearing—to which course I should then make no objection—I should press this objection as a bar to the separate claim of Birjee Bookun Doss, if brought on separately afterwards. I thought it better thus to obtain the Court's judgment upon the merits, than to succeed upon a strictly technical objection, by reason of what appeared to be a mistake. This object was attained; for the items which composed Birjee Bookun Doss' claim (amounting, with interest, to Rupees 1,17,882, with nearly two years' subsequent interest, since claim filed, 31st January 1859) were disallowed in toto.

4. Damoodra Doss' claim, *exclusive* of interest subsequent to the 31st January 1859, amounted to Rupees 5,52,001-13-11, but as the cross examination shewed clearly that a great part of this amount was for debts incurred by the Nabob Begum, Bhow Begum, other ladies, and by the Prince Azeem Jah for his own private and personal use, a very large proportion of this claim was abandoned by his Counsel at the close of the claimant's case.

5. They however contended that they were entitled to recover upon all items for which the claimant had held Treasury Bonds, and which stood entered in the Treasury Dufters as cash received by the Treasury, but as shewed by cross examination that many of these Treasury entries were pure fictions, mere paper-entries to square accounts, or transfers to the Treasury Books of balances due by individuals, or by the Toshakhana or other departments, I succeeded in having this class of items disallowed also.

6. The claim was thus reduced to five items, aggregating Rupees 52,000, which, I think, were clearly proved to have been borrowed by the Treasury Officers, and to have been paid into, and received by the Treasury, and Treasury Bonds issued for them, which Bonds were afterwards exchanged for Tunkhy Cutcherry Bonds, bearing a reduced rate of interest.

7. This raised the question whether under Act 38 of 1860, the claimant, by simply proving that Prince Azeem Jah's Treasury Officers, during the Nabob's minority, had borrowed and received money for the Nabob's Treasury, proved, in the terms of Section 1st, that the money so borrowed "was a debt incurred by Prince Azeem Jah actually and *bona fide* on behalf, and for the use of the Nabob."

8. The claimants contended that such proof satisfied the Act, inasmuch as the words "on behalf and for the use of the Nabob" could not be restricted to his personal use, but must mean and include all State expenses and those incurred to support the station and dignity of the quasi-royal establishment of the Musnud and Royal family, and that, therefore, when money was proved to have been borrowed and received by his Treasury, such proof satisfied the meaning of the Act.

9. On the other hand, I had shewn by cross-examination that the Prince, while Naib-i-Mookhtar, received the whole of the large and regularly paid income allotted to the Nabobs of

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the Carnatic, averaging twelve lakhs of Rupees yearly, besides the income arising from the Jaghire at Hyderabad, and the large landed Estates at Arcot and Trichinopoly—that the Nabob, while a Minor, lived with his mother, had no separate establishment, and was allowed at first only Rupees 200 and latterly only Rupees 400 a month by way of personal allowance.

10. I argued that the large and regularly paid income of 12 lakhs a year was and must be taken to be ample for its primary object, the support of whatever state and dignity was proper and necessary for the Nabob's station; that at least it must be taken so to be until the contrary was shewn; that, without a clear case of necessity proved, no guardian would be held to be acting *bona fide* in spending the whole of a Minor's large income, and contracting large debts besides; and that debts so contracted, instead of being for the Minor's use or benefit, would be to his very serious injury, if held to be binding on his estate, unless it was proved to have benefitted thereby.

11. I urged that no deficiency was shewn to exist in the Treasury, no necessity shewn for contracting these loans, and nothing whatever shewn as to the application of the money; so that the Court could not infer from the nature of the expenditure that the loan had been contracted for the Nabob's use.

12. I said that, possibly, some of the money so borrowed might have been expended in buying new furniture for the Nabob's instalation, or Jewels, Cashmeres, Horses or Carriages, and that if so, or if the money had been borrowed to rebuild or refurnish any of his Palaces that might have fallen down, or been destroyed by fire or other accident or to make some desirable addition to his landed estates at Arcot or Trichinopoly, such debts, however improper for a guardian in the receipt of a large income to contract, might nevertheless be perhaps fairly held to be within the meaning of Act 38 of 1860, Section 1, as debts "actually and *bona fide* incurred on behalf and for the use of the Nabob"—but, I contended, it was for the claimant to prove this; which, if such were really the case, he could easily do by examining Prince Azeem Jah himself, who best knew on whose behalf, and for whose use, he had contracted these debts—and that as the claimant declined to produce the best evidence on this point, the legitimate inference was that he knew, or feared, it would tell against him; and that the Prince would say that all the Tunkhy Cutcherry debts were his own private and personal debts, which he would pay whenever he had the means; and that he had contracted no debts on the Nabob's account beyond those entered in the Five Lakh List, (now in course of payment by Government) as in fact he had already deposed, in the case of Sham Doss and Gunsham Doss.

13. Sir Adam Bittleston however observed at this part of my argument that if the effect of the Act was what I contended for, and the burden of such proof really was cast by it on the claimant, then it was plain that the Legislative Council had framed the Act in diametrical opposition to the instructions which the Secretary of State's letter had given them on the subject; to which I replied, firstly, that the Secretary of State's letter was not in evidence before the Court, and secondly that, even if it were, the Act must be construed not by that letter but by itself alone, and the known rules of construction—in all which Sir A. Bittleston concurred.

14. I contended also that it lay upon the claimant to shew that he had exercised due caution in making these loans, and enquired whether the Prince had any authority, as Naib-i-Mookhtar or otherwise, to contract debts binding on the Nabob or his Estate; and that, if he had so enquired, doubtless he would have found that the exact reverse was the case—but that if he chose to lend without inquiry, tempted by a high rate of interest, and to run the risk, he must even stand by it: that in England it could not be contended for a moment, either at law or in equity—if a guardian having the management of a princely income could contrive to contract debts, for which no necessity could be shewn, and which could not be shewn to have been either expended or contracted for the benefit of the Estate, that such debts were binding either on the Minor or his Estate.

15. In the next claim, that of Munmohun Doss and others (which, including interest, was for about Rupees 16,000, of which only Rupees 4,000 of principal, was allowed by the Court) which was disposed of the same day, and upon the same principles, I attempted to

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strengthen my argument upon the points mentioned in the preceding paragraph by citing the late case of Hunoomar Persad Panday v. Mussumat B. M. Koonweree from 6th Moore's Privy Council cases, page 423-24, when the Privy Council expressly ruled that a lender dealing with a Hindoo manager was bound, in order to charge the Estate, to shew that there was a necessity for the loan, or that the loan was *bona fide* for the benefit of the Estate; or, at least, that he had used due caution and inquired upon these points; for that, if he had done so *bona fide* and been deceived, then he was not to suffer. In the present case, I observed, it was not even suggested that the claimant had been deceived or misled upon any point, either as to the Naib-i-Mookhtar's authority to bind the Nabob, or as to the necessity for any loan, or as to it's being for the benefit of the Nabob or his Estate, for it was not suggested that he had ever made any inquiry at all.

16. Upon my citing this case Sir A. Bittleston observed to the effect that no doubt the case was an express authority if the circumstances were parallel, but he considered they were not, and that the case did not apply, as the claims upon the Nabob's Estate must be decided solely with reference to the express statutory provisions made respecting them, which he considered differed widely from the rule of general law respecting guardians, or the provisions of Hindoo law regarding the managing member of a Hindoo family.

17. Sir A. Bittleston, it will also be seen, upheld my objections to the claimant's right to costs, and refused to allow any, thus saving a very considerable sum to Government.

18. I forward a copy of my notes of Sir A. Bittleston's judgment, from which it will be seen that the effect of his decision is briefly this, Istly, that the words "actually and *bona fide* on behalf and for the use of the Nabob" are satisfied by shewing that a debt was incurred by the Treasury Officers, and that the money was actually received into the Treasury, without shewing any deficiency in the Treasury, or any necessity for the loan, or how it was expended, and without any evidence from Prince Azeem Jah, to shew on whose behalf, or for whose use he really did contract the debt: 2ndly, that these words must be taken to mean for the use of the state and dignity of the Nabob, as opposed to his personal use, and that a payment into the Treasury was *prima facie* proof that the debt was contracted for the use of such state and dignity and the Establishment connected therewith; 3rdly, that when this *prima facie* proof was given, the onus of proof was shifted from the claimant to the Government, and that it then lay on Government to prove, if they could, that debts ostensibly contracted for the use of the Nabob's Treasury, or general public Establishments, were really contracted for the private purposes of Prince Azeem Jah or the like. On this last point, I cannot help thinking that Sir A. Bittleston's judgment was really grounded on the Secretary of State's letter, and not on the Act—for I can find nothing in the Act itself, respecting any such shifting of the *onus probandi*.

19. With every respect for Sir A. Bittleston's judgment and for the very full, fair and candid consideration he gave the case, I feel unable, looking to the terms of the Act itself, and to the expressions reported, I believe correctly, to have been used in the Legislative Council when this Act was before them, to come to the conclusion that Sir A. Bittleston's judgment on the above three points is in accordance with the real intent and meaning of the Legislative Council as expressed in Section 1 of Act 38 of 1860; and, in my opinion, it is desirable, in order to protect the interests of Government, or rather of the public from whose taxation these claims, if finally allowed, must be paid, to take the opinion of the Privy Council on this point, by appealing to Her Majesty.

20. If this be not done, Government will appear to acquiesce in the correctness of this judgment; and, if they do so, it is highly probable that they will be pressed with Petitions from numerous claimants, to a very considerable amount, who have accepted Orders of Court, in full satisfaction of their claims, and who are thus *legally barred*, but who may probably say, "we thought that Government would maintain Act 16 of 1859, we understood the Secretary of State to have finally approved of it, so we thought it useless to hold out any longer—but, now that that Act has been repealed, and a new one passed under which the Supreme Court has decided that a large portion of the claims which we abandoned is legally and justly recoverable, we consider we have a strong claim to the equitable consideration of Government."

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21. At all events, by appealing, Government will, in my opinion, materially strengthen its position, whatever course it may ultimately decide to adopt, whether to refuse to listen to any such application, or to elect to take them into consideration, and to deal with them as it may deem the circumstances of each case to merit.

22. Having already made a brief communication of the above mentioned facts in a demi-official shape, in order to save time, and having received in the same way the sanction of Government to prepare a Petition of Appeal, I now forward one which I have prepared, and solicit the Orders of Government for filing the same, and for applying to the Court to postpone payment of the claims thus allowed, pending the result of the Appeal to Her Majesty in Council, upon Government giving the usual security to abide the event of that Appeal.

23. I am happy to be able to inform Government, that, of the 413 claims filed in Court, only twelve remain now to be disposed of. Of these twelve, two are already virtually settled, for about Rupees 500; three more, now under negotiation, will, I believe, be settled for about 50,000—two more will, I believe, recover nothing at all—two more, Azeem-oon-Nissa Begum, and Nabob Ghouseea Begum, have I believe but slender claims in a strictly legal sense, but I am anxious to make them a liberal offer, when I can obtain satisfactory information to enable me to do so. Another, Teekum Doss, cannot, I think, recover above Rupees 5,000 including interest; and another, by the family of Kurreeem-ood-Deen Ahmud Khan, *alias* Nazim-ool-Moolk, cannot, I think, recover above Rupees 50,000 at most. The twelfth and last, *viz.*, the claim of Gholam Moortaza Khan, Moomtaz-ul-Mulk, has been already tried; it commenced on the 8th of June last, and occupied the Court, (with considerable intervals) for several weeks; it now stands for judgment, owing to the heavy press of business thrown on Sir A. Bittleston by the protracted and fatal illness of the late Chief Justice, than whom, when his health did permit him to sit, the Madras Bench never possessed a more able Judge, according to the unanimous opinion of the profession.

24. This claim of Gholam Moortaza Khan involves upwards of fifteen lakhs of Rupees, but I am in hopes that only the 2nd part of it, consisting of two items, one of Rupees 43,642 and another of Rupees 70,475-4-6, total Rupees 1,14,117-4-6, will be considered as proved, of which only the second, probably, would bear interest, and only from March 1855.

25. The rest of the claims disposed of have been satisfied for Rupees 29,77,428-2-4, *including* the two last claims, which I propose to appeal—*exclusive* of them, for Rs. 28,56,413-13-1—a sum much below what could, I think, have been expected at first. After receiving the late Order of Government, No. 644, dated 30th October, in reply to my letter of 24th October, I applied to the Court for an extension of the sittings recently terminated, bringing to its notice the points mentioned in the Order of Government. The Court granted my application, and I was thus enabled to dispose of some twenty claims by consenting (myself and the Government Solicitor) to forego all claim to costs; upon which, the claimants, seeing clearly that by our researches into the Chepauk Dufters, and Records, and the evidence we had collected, we were in a position to prove that their claims were untenable, either came forward to say they abandoned them, or did not appear to support them—a decision to which they were probably influenced by my having taken care to press for, and obtain costs against some few, who, without being able to prove their claims, obliged us to come into Court prepared to disprove them, and by my refusing to allow to others the sums I had offered them when they had refused my offer, and failed to prove a legal title to recover.

GROUND OF THE PETITION OF APPEAL.

(The mere formal part is omitted.)

1. Your Petitioner submits that the mere fact of such 5 last mentioned sums having been borrowed by an Officer or Officers of the Nabob's Treasury and having been paid into and received by the said Treasury does not per se suffice to show that such sums were debts incurred by the said Prince Azeem Jah Bahadoor actually and *bona fide* on behalf and for the use of the said Nabob.

2. Your Petitioner submits that no deficiency is proved to have existed in the Treasury at the time when any of such monies were so borrowed.

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3. Your Petitioner submits that no necessity of any kind whatsoever was shown for borrowing such sums or any of them.

4. Your Petitioner submits that there was no sufficient evidence before the Court that such sums or any of them were borrowed actually, and *bona fide* on behalf and for the use of the Nabob.

5. Your Petitioner submits that there was no evidence before the Court that the said Prince Azeem Jah as Naib-i-Mooktar or otherwise had any authority to contract debts that would be binding on the said Nabob or on his Estate or that the said claimants' father or the said claimants or any of them had any reason to believe or suppose that the said Prince had any such authority or ever made any enquiry whether he had so or not.

6. Your Petitioner submits that there was no evidence before the Court, that the said claimants' father or that the said claimants or any of them ever enquired into the necessity for any of the said loans or whether any of them were contracted for the benefit of the said Nabob or of his Estate or that the said claimants' father or the said claimants acted with due or any caution or that he or they was or were in any way deceived or misled respecting the same or respecting any supposed necessity for contracting the same or respecting their being for the benefit of the said Nabob or for his Estate or respecting the said Prince's authority to contract the same so as to make the same binding on the said Nabob and his Estate.

7. That the evidence showed that the said Prince while Naib-i-Mooktar received regularly the whole of the large fixed income averaging £ 1,20,000 a year, (besides the Jaghire at Hyderabad and the landed Estates at Arcot and Trichinopoly belonging to the Nabob of the Carnatic) allotted for the support of the said Nabob, his state and dignity and that the said Nabob while a Minor resided with Her Highness the Bhow Begum his mother and received only at first 200 Rupees a month, and latterly only 400 Rupees a month as a personal allowance, and your Petitioner submits that it was not shewn that the said income of the said Nabob had been fully expended by the said Prince Azeem Jah or that the same was not amply sufficient for all the purposes of the said Office of Nabob.

8. Your Petitioner submits that there was no evidence before the Court of any extraordinary or unforeseen cause of expense during the regency of the said Prince Azeem Jah Bahadoor and with ordinary prudence would have been amply sufficient.

9. That the onus of proof was altogether on the claimants and your Petitioner submits that they were bound to call the said Prince Azeem Jah Bahadoor as their witness.

10. Your Petitioner submits that this Honorable Court ought to have disallowed all such 5 last mentioned items with costs.

Judgment in the claim of Damoodra Doss and others, against the Estate of the late Nabob of the Carnatic under Acts 30 of 1858 and 38 of 1860.

Monday, 19th November 1860.

PRESENT, BITTLESTON, J.

The claimants are the holders of several Tunkhy Cutcherry and other Bonds, upon which, clearly, their father has advanced large sums to various departments of the Nabob's Establishment.

2. The question is whether to any, and if so to what extent, they are entitled to recover under Act 30 of 1858, as explained by subsequent Acts.

3. I cannot say that I feel much difficulty as to the proper construction to be put upon Act 38 of 1860, read along with the previous Acts.

4. I do not agree with either of the views advanced in argument at the Bar; either with Mr. Mayne's urged on behalf of the claimants, or with that of the Advocate General on behalf of Government.

5. I do not think that the effect of Act 38 of 1860, is simply to re-enact Act 30 of 1858, in the sense explained in the Judgment delivered by this Court in the case of Sham Doss—nor, on the other hand, do I think that it throws upon the claimant the onus of proving that it was necessary or proper for the Naib-i-Mookhtar to contract any particular debt.

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6. The language of Act 38 of 1860, is so strikingly different both from that of Act 16 of 1859, now repealed, and also from that of Act 30 of 1858, that it seems only reasonable to infer from the difference of language a difference of intention.
7. There were in fact three phases of legislation with regard to these claims. Under the first Act 30 of 1858, the claimant was only bound to prove that the debt was fairly and justly contracted by the Regent on behalf of the Nabob; that is, that the transaction between the creditor and the Regent was such, that credit was given to the Nabob, and not to Prince Azeem Jah personally.
8. Under the Act 16 of 1859, the claimant was bound to prove that the debt was one which it was necessary and proper that the Prince should incur on behalf and for the use of the Nabob, unless the Governor in Council should dispense with such proof.
9. By the last Act 38 of 1860, the necessity of that proof is not thrown on the claimant; but, to be recoverable under Act 30 of 1858, the debt must be one "actually and *bond fide* incurred on behalf and for the use of the Nabob."
10. The question now is, not simply as under the first Act, whether credit was given to the Nabob, and not to the Naib-i-Mookhtar, but also whether in truth and in fact, the debt really was contracted on behalf and for the use of the Nabob.
11. Under the first Act it might be, that the transaction between the creditor and the Regent was such that the credit was given to the Nabob, and yet the debt might have been contracted by the Naib-i-Mookhtar for himself and not for the Nabob.
12. By the last Act that distinction is made; and now, to be recoverable under Act 30 of 1858, a debt must have been contracted actually and *bond fide* on behalf and for the use of the Nabob. In other words it must be shewn that the transaction, being *professedly* a loan on behalf and for the use of the Nabob, was really and truly what it professed to be.
13. This being the question, what is it that the claimant is bound to prove? It rests upon the claimant to satisfy the Court that money was advanced or goods supplied on the credit of the Nabob, and that the transaction, as between the Naib-i-Mookhtar and the creditor, was on the footing that the debt was contracted not only on behalf of, but for the use of the Nabob, as distinguished from the personal use of the Naib-i-Mookhtar. But when the claimant has once satisfied the Court that this was the case, and it only remains to determine whether the transaction was really what it professed to be, then I think the burden of proof is shifted, and that as soon as the case involves any imputation upon the Naib-i-Mookhtar, the burthen of proof falls upon the Government making that imputation, if they choose to resist the claim by saying, as they may do under the last Act, that the transaction was not really what it professed to be.
14. As regards the words "for the use of the Nabob," I take them to mean, not for the Nabob personally and individually, but to include expenditure incurred for maintaining the state and dignity of the Office of Nabob. It is almost impossible to give a definition that will meet every case, but I think the words cannot reasonably be confined to the personal use of the infant Nabob, I think they must be taken to include the expenses of the Office.
15. I now proceed to observe upon the evidence in this case. In each case the weight to be attached to evidence respecting particular items must naturally vary, but here, I must say that the books of claimant's father seem to me unusually reliable, both as regards their accuracy, and the *bond fides* of the entries, and as to the object and purpose of the loans; there is a specification of the particular account for which money or goods were supplied, shewing the entry to be a true and genuine one.
16. It was objected by the Advocate General that the claimant ought to have examined Prince Azeem Jah, and the absence of his evidence was relied on as fatal to the complainant's case, and there does seem some weight in this remark—the Prince is certainly a witness who might more naturally be called for the claimant; it would be for his interest to prove that he was not personally liable for these debts, but that he had incurred them actually and *bond fide* on behalf and for the use of the Nabob, but this is qualified to some extent by considering the relation in which the Prince stands towards the Government—and, at all events, if the claimant's evidence, without Prince Azeem Jah's testimony, satisfies the Court upon any particular fact, the Court

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cannot refuse to act upon the evidence, merely because the Prince has not been called by the claimant.

17. I have tried to draw a line, and to satisfy myself which of the items in the particulars can be considered as debts incurred for the use of the Nabob in the sense in which I understand that expression to be used, and as to this, I have considered that if I am satisfied that money was borrowed for, and paid into the Treasury of the Nabob, as distinguished from and unconnected with the other departments, such as the Toshakhana, Jaib-i-khas, Tunkhy Cutcherry, &c., that then such money must be reasonably taken as advanced for the use of the Nabob in the sense I have explained.

18. The learned Judge then went through the several items which had not been abandoned by claimant's Counsel, giving his reasons for allowing or disallowing each. He disallowed several and considerable sums in respect of money and goods advanced to the Toshakhana and other departments, and also several sums, which, though entered in the Treasury Dufters as cash received, and vouched by regular Treasury Bonds, appeared really to be mere paper entries, or transfers to the Treasury Books of balances owing by the Nabob Begum, Bhow Begum, or other ladies, or by the Toshakhana or some other department; and he allowed five sums amounting to Rupees 52,000, with interest at 6 per cent., from 1st August 1842. The order was for Rupees 1,10,664-5-3; the total claimed by Damoodra Doss, with interest to only the 31st January 1859, was Rupees 5,52,001-13-11, and that by his brother, Birjee Bookun Doss, whose claim (totally disallowed) was amalgamated with Damoodra Doss, both being heard together, was, with interest to 31st January 1859, Rupees 1,17,882.

19. As to costs, the learned Judge said the claimant has not disentitled himself to costs by his conduct in the witness box, where, as fairly admitted by the Advocate General, he gave his evidence in a truthful and fair manner, nor is there anything in his books to disentitle him thereto; on the contrary they seem to me fair and genuine records, and therefore the claimant would be entitled to his costs of the items on which he has recovered; but, by insisting as he has done, more especially in his particulars, on many and very large items which he never could have recovered even under the original Act, he has subjected Government improperly to considerable expense—on the whole therefore, I think, I shall meet the justice of the case by giving no costs on either side.

No. 88.

ORDER THEREON, 26th November 1860, No. 696.

Under the circumstances fully set forth in paragraphs 1 to 21 of the above letter, the Honorable the Governor in Council authorizes the Petition of Appeal—of which a draft has been forwarded—being filed in Her Majesty's Supreme Court, in the case of Damoodra Doss and others against the Estate of the late Nabob of the Carnatic, and application being made to the Court, to postpone payment of the claims allowed by them in the suit, pending the result of the Appeal to Her Majesty in Council, the Government giving the usual security that they will abide the issue of that Appeal.

2. The Government are much gratified at learning from the concluding paragraphs of the Advocate General's report, that so few claims against the Estate of the late Nabob still remain for settlement. This result of the indefatigable exertions of the Law Officers of Government, is eminently satisfactory to His Excellency in Council.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge.

Nov 24/60 50

My dear Percott

Here is my formal
Report, with some interesting
matter in Paras 23 to the end
about which I was speaking
to you last night.

I send also a copy of
Pittleson's judgment, corrected
by himself, and a copy
of the Petition of Appeal - 12.
of the grounds ^{on reasons} of the appeal,

for I do not trouble Govt. with
the mere formal beginning
or ending.

If these are sent to the
Pup, will you kindly
(besides the two copies you
usually send me) get
me one or two copies of my
Report printed down to the
end of Para 22 only, and
no further. I had
meant to end my letter
there, & add the rest as
a Postscript, but my

Reverend clerk thought
it best to press it all into
me - & to copy it would
take up too much time.

I want to send those
22 first Paras to Sir Charles
Jackson at Calcutta, to
ask him to give me his
& the other judges opinion
as to the proper meaning of
Act 38 of 1860, Section 1 - &
there is no use in letting
Calcutta people know our
own little badras affairs,
to which the following paras

after. I shall now begin
to sketch out a Report
upon the state of these
claims, and all
matters connected therewith

Yours truly

Wm. L. G. Gil

[Faint, mostly illegible handwritten text, possibly a continuation of the report or a separate note.]

Political Dept.
Proceedings of the Madras Govt

Read the following letter
From Amooona Jinnal with enclosures 21 Nov
60 -

Order thereon 26 November 1860. No 690.

[Handwritten signature or initials, possibly "W. L. G."]

[Handwritten signature or initials, possibly "W. L. G."]

Under the circum-
stances fully set
forth in paras 1 to 21
of the above letter, the
Hon. H. G. Gil authorizes
a petition of Appeal
of which a draft has
been previously forward-
ed - being filed in
the Court, in the
case of Amooona
Jinnal and others agt.
the estate of the late
habib of the Carnatic,
and application being
made to the Court, to
postpone payment of
the claims allowed by

Heard on the said, per-
-ding the result of the
appeal to the i Coun-
-cil; the first giving
the usual security that
they will abide the
issue of that appeal

2. The first are much
participated at hear-
-ing from the coun-
-ding power of the
Advocate General's
report, that so few
claims against the
estate of the late habo-
the reason for
settlement. ^{This result} ~~was that~~

of the indefatigable exertions
of the Law Officers of
the Court, is eminently
satisfactory to His

Excellency & Council

Advocate General
Sir Francis

disposed MS.
26/11/60. 5

J.P.

Official Letter to Congress June 4
1822 of 1801

Official 1806. Departs

1806

Proceedings of Congress

1826. November 1840.

Authorizing the
Petition of appeal of
which a draft has been
forwarded by the advo-
cate General being filed
in H. H. Chapman's
Compt. in the case of
Dunwoth and Dole and
others against the
Notable Estate.

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