

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No.

711

Press

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Dated

1-12-1860

Not to be folded or roughly handled

1106

*Proceedings of the Madras Government, Political Department,
1st December 1860.*

No. 9. Read the following letter from J. R. BOYSON, Esq., Government Solicitor, Madras, to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 29th November 1860, No. 2,031.

1. I have the honor to forward a copy of a letter from Messrs. Ritchie and Shaw, the late Solicitors for the Madras Branch of the Agra and United Service Bank, to my address dated the 4th of June last, also the Original Promissory Note (referred to in the concluding part of its 2nd paragraph,) by Salar-ool-Moolk in favor of Ghoolam Mahomed for Rupees 5,000, dated 8th August 1855, payable 3 months after date, endorsed by Ghoolam Mahomed, Misbahoolah Khan and Syed Hamed, and noted for non-payment on the 10th November 1855.

2. Messrs. Ritchie and Shaw's letter explains the transactions which led to the granting of the Note in question and *why* it was that the Note was not included in the claim preferred by the Bank against the Estate of the late Nabob and already adjusted, under the provisions of Act XXX of 1858.

3. I have satisfied myself by investigation and enquiry that, if the amount of this Note had been included in the claim preferred by the Bank under Act XXX of 1858, the Law Officers would have consented to an order in respect of it for Rupees 5,000, and interest thereon at 6 per cent. per annum from the 10th November 1855.

4. It appears from the Records of the late Nabob's Sircar that Rupees 5,000, being part of the Rupees 10,000 which formed the Original Loan from the Bank, was retained by Syed Hamed (who is one of the parties to the Note) for his own use. In the disposal of the claims which Syed Hamed and Messrs. Kerakoose and Atkinson, as Trustees for his creditors, preferred against the Nabob's Estate, I, therefore, took credit for this 5,000 Rupees and interest together with other monies as being due from Syed Hamed to the Nabob's Estate and offered the balance, which we were willing to pay on behalf of Government; this offer, however, was not accepted and ultimately the Trustees' claim was dismissed by consent without costs, and Syed Hamed's claim was barred under the provisions of Section XI of Act II of 1859. It will be seen, therefore, that the amount due by Syed Hamed to the Nabob's Estate in respect of this 5,000 Rupees and interest has been recouped to Government by setting it off against the claims preferred by Syed Hamed and his Trustees against the Nabob's Estate.

5. It is now too late for the Agra and United Service Bank to prefer any claim under Act XXX of 1858, for summary investigation; but, bearing in mind the circumstances of the case that the debt was justly due and 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 be very great delay, trouble and expense, I beg to recommend with the entire concurrence of the Advocate General, with whom I have conferred fully on the subject, that the Sub-Treasurer be authorized to disburse to the Bank the sum of Rupees 5,000 with interest thereon at 6 per cent. per annum from the 10th November 1855, in liquidation of the Note in question and to debit the amount to public expenditure, taking a receipt in the form which I will furnish to the Sub-Treasurer.

From Messrs. RITCHIE and SHAW, to J. R. BOYSON, Esq., Government Solicitor, dated Madras, 4th June 1860.

We have the honor on behalf of the Agra and United Service Bank limited to bring to your notice the following circumstances connected with a debt to the Bank by the late Nabob of the Carnatic.

On the 2nd November 1854, Syed Hamed, the Coach Builder on the Mount Road, obtained a loan for the late Nabob from the Bank of Rupees 10,000, less discount, for three months on a Promissory Note made by Ghoolam Saib in favor of Misbahoolah Khan and endorsed by Misbahoolah Khan and Syed Hamed, dated 31st October 1859, and payable in three months. On the

(referred)

Proceedings of the Madras Government, Political Department,
1st December 1860.

third February 1855, the Nabob paid Rupees 2,500 and a new Note was made by Salar-ool-Moolk in favor of Ghoolam Mahomed and endorsed by him, Misbaoolah Khan and Syed Hamed for Rupees 7,500, payable in two months. On the 5th April, the Nabob paid Rupees 1,500 and a new Note drawn by Salar-ool-Moolk and Ghoolam Mahomed Saib in favor of Misbaoolah Khan, and endorsed by him and Syed Hamed for Rupees 6,000 payable in two months was taken. On the 21st June, Rupees 500 was paid by the Nabob and the Note renewed for Rupees 5,500 payable in forty-five days, and on the 9th August 1855, the Nabob paid Rupees 500, and the Note was renewed for Rupees 5,000 payable in three months and interest at 12 per cent. paid up to the 11th November 1855. Since then no payments have been made and there is, therefore, now due to the Bank the sum of Rupees 5,000 and interest thereon from the 11th November 1855, as a security for which the Bank holds the Promissory Note of the 8th August 1855, for Rupees 5,000 payable in three months, made by Salar-ool-Moolk in favor of Ghoolam Mahomed and endorsed by Ghoolam Mahomed, Misbaoolah Khan and Syed Hamed and noted for non-payment on Saturday the 10th November 1855.

When the Bank's particulars of claim were filed under Act 30 of 1858, we made enquiries respecting this Note but were led to believe that it did not represent a claim against the Nabob's Estate and it was, therefore, not included in the particulars; afterwards finding that a sum of Rupees 5,000 was entered in the list known as Exhibit K, as due to the Agra Bank, we made further enquiries and are now informed that the facts are as above stated and that evidence thereof will be found in the Nabob's Dufters. Under these circumstances we have to submit to you whether the Government will see fit to take advantage of the Bank's having from being misinformed, neglected to include this amount in their claim under the Act for the Administration of the Nabob's Estate, or whether they will not rather act in the spirit of these Acts by paying a debt justly and fairly due by the late Nabob.

(True copy.)

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

No. 10.

ORDER THEREON, 1st December 1860, No. 711.

Resolved, under the circumstances represented in the foregoing letter and on the recommendation of the Law Officers of Government, that the Sub-Treasurer be authorized to disburse to the Agra and United Service Bank, Madras Branch, the sum of Rupees (5,000) five thousand with interest thereon at 6 per cent per annum from the 10th November 1855, in liquidation of the Promissory Note referred to, and to debit the amount to public expenditure, taking a receipt in the form which will be furnished to him by the Government Solicitor.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge.

Political Department

Proceedings of the Madras Government.

Read the following
letter from the Govern-
ment Solicitor.

(Dated 24th Nov 1860. No. 2031)

Order thereon, 1 December 1860. No. 711.

Resolved, under the
circumstances represent-
ed in the foregoing let-
ter and on the recom-
mendation of the Law
Officers of Government,
that the Sub Treasurer
be authorized to disburse
to the Agra and United
Service Bank, Madras
Branch, the sum of Ru-
pees (5,000) Five thou-
sand with interest there-
on at 6 per Cent per an-
num from the 10th Novem-
ber 1855 in liquidation
of the Promissory Note
referred

The property of the Government
of India is hereby transferred to
the Government of India

referred to, and to debit
the amount to public
expenditure - taking a
receipt in the form which
will be furnished to him
by the Genl Solicitor.

J.P.

To the Genl Solicitor
a. Asst. General
a. Civil Auditor
a. Sub Treasurer.

dept. 5th

Oct 22 to Oct 28 1861
No. 2 of 1861.

Oct 18 to Oct 21

Vol. 11.

Proceedings of 1861.

571 December 1860.