M.R.O. 1—38,0'0—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 756 Press Mis.

Dated 26 - 12 - ~~19~~ 1860

Not to be folded or roughly handled

Proceedings of the Madras Government, Potilical Department,
26th December 1860.

No. 76. Read the following letter from W. M. CADELL, Esq., Government Agent of Tanjore, to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated Vallam, 8th December 1860, No. 541.

I have the honor to request you will lay the following circumstances before the Government with a view to my being furnished with such instructions in the matter as they may think fit.

2. The Government will remember that, in the year 1856, one Bálusáwmi Ammál sued the late East India Company in the Supreme Court at Madras for the payment of 2 half notes of the aggregate value of Rupees 4,000 and which half notes, it appeared, were then in the plaintiff's possession. The plaintiff was, however, non-suited, and the notes were, by order of the Court, impounded for the party or parties rightly entitled thereto.* These notes have, as the Government are aware, been the subject of much correspondence (as will be seen from a precis thereof appended at the foot of this letter) and, as declared by Government in their Proceedings of the 16th February 1856, there can be but little doubt that the notes in question are the property of the late Rájá of Tanjore.

* *Vide letter from the Acting Solicitor 25th October* 1856, *No.* 471.

3. After the dismissal of of Bálusáwmi Ammál's claim and while the half notes were (as stated above) impounded in the Supreme Court, a suit was brought in the late Rájá's Courts No. 28 of 1857 by (or in the name of) the Sirkele against Kristna Ráyar, the officiating Sirkele at the time the 2nd halves of the notes were lost in the year 1834, and to whom the first halves or those originally sent were admitted to have been returned. The suit was instituted for the sum of Rupees 8,000 being the principal and interest of the said notes, and, as might have been expected, the decree of the late Rájá's Court was in favor of the Sirkele and for the whole sum sued for.

4. This decree has now been appealed from and the appeal is now before the Civil Court of Tanjore as No. 668 of 1858. Copy of the Appeal Petition* together with the decree† appealed from are forwarded for the information of Government and the question which I now submit for their decision is what steps I am to take in the matter and whether the appeal is to be responded to by Government or not.

* *Enclosure A.*
† ,, *B.*

5. In their Proceedings of the 11th April 1857, Government have observed that it was "explicitly stated by the late Resident that the "Honorable Company were, in no way, implicated in the suit brought "by the Sirkele against Kristna Rayar." From the records of my Office and especially from the letter of Mr. Cherry to the Sirkele of the 19th November 1856 (copy* of which is herewith forwarded) it is clear that the suit was instituted by the advice and with the concurrence of the then acting Resident, nor is it at all likely that the Sirkele of a Prince, who had demised and whose estate it was then pretty generally known, had become an escheat to the paramount power, would of himself have instituted a suit of this nature. It was clearly as shewn brought by him in his capacity as "Head Officer of the Palace" and with the knowledge and cognizance of the Resident under whose orders he was then acting.

R. D. No. 289.

* *Enclosure C.*

6. This being the case, it appears to me that, if the appeal is to be defended at all, it must be by the Government through their servant, the Sirkele, but at their expense. Whether the appeal, however, should be responded to or whether it is capable of being met, is a question for the Government to determine and on which the Government will probably think it right to take the advice of their Solicitor.

7. Adverting, however, to the fact that, at the time the suit was brought in the Ráj Courts, the very halves of the notes in question were impounded in the Supreme Court, I do not see how the defendant can be held responsible for the same or their value, and am therefore inclined to think that the Decree appealed from will in all probability be reversed.

8. The hearing of the appeal is to take place on the 2nd January, and I therefore request to be furnished with the instructions of Government as early as possible. This reference would have been made earlier but for the difficulty experienced in finding some of the papers connected with the case.

Precis of the correspondence which has passed on the subject of two Half Notes of the Bank of Madras, belonging to his late Highness the Raja of Tanjore.

No. of papers.	From whom and to whom.	Date.	No.	Purport.
1	Government to the Resident.	15th Jan. 1850.	15	Calling upon him to ascertain and report whether Kistna Rayar is the party referred to as Sirkele in the accompanying copy of the Resident's letter. Enclosures to the above—1. Copy of a Petition to Government from one Lakshmi Náráyana Chetti on behalf of Kistna Rayar, dated 22nd November 1849, requesting payment for the half pieces of two Bank Notes, the other halves of which had been lost. 2. Copy of a letter from the Sub-Treasurer to Government, dated 4th December 1849, No. 548, reporting on the petition of the said Lakshmi Narayana Chetti and observing that Kistna Rayar might be paid the amount of the Bank Notes on ascertaining whether he is the Sirkele. 3. Copy of a letter from the Resident, dated 12th September 1834 to the Sub Treasurer requesting the stoppage of the payment of the said Notes. 4. Copy of answer to the above letter of the Resident dated 17th September 1834.
2	Resident to Government.	16th Mar. 1850.		Reporting, in reply to the above extract, that Kistna Rayar disclaims all right to the Bank Notes in favor of one Balusami Ammal and that this woman also alleges them to be hers. Further intimates his disbelief in the fact of Balusami Ammal being the owner of the Bank Notes.
3	Government to the Resident.	2nd April 1850.	145	Concurring in the opinion of the Resident, observe that the Bank Notes should only be paid at the desire of His Highness the Raja of Tanjore after obtaining a Bond of Indemnity.
4	Do.	11th June 1850.	254	Resolving that Lakshmana Narayana Chetti be informed that the half Notes referred to in his Petition, can only be paid at the desire of the Raja of Tanjore.
5	Resident to Government.	25th do. ...	„	In reply to the above Extract, communicates the application made by the Sirkele to His Highness the Raja for the payment of the 2 half Notes being made to the Raja's Sirkar, the Bond of Indemnity being made in the name of Annáji Teagaraya Pandit, the authorized Agent and Sirkele of His Highness.
6	Government to Resident.	6th August 1850.	355	Resolving that one Gopu Chetti who, on behalf of Lakshmana Narayana Chetti applied for some information on the subject of the half Notes, be informed of the orders of Government on the memorial of Lakshmi Narayana Chetti.
7	Government to Sub-Treasurer.	17th Jan. 1851.	27	Directing him to return the half Notes to the party from whom he received them, with an intimation that no payment can be made without the production of the missing halves.
8	Order of Government on Balusami Ammal's Petition.	21st Sept. 1852.	339	Communicating, in reference to her petition, that payment of the half Notes can only be made after the production by her of the missing halves or at the desire of the Raja and then with the exaction of a Bond of Indemnity.
9	Resident to Government.	16th Nov. 1852.	„	Repeating, with reference to an application from Mr. Branson (Advocate to Balusami Ammal) for the consent of the Raja, to the payment of the half Notes, the application contained in his letter dated 25th June 1850.

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

Precis of the correspondence which has passed on the subject of two Half Notes.—(Continued.)

No. of papers.	From whom and to whom.	Date.	No.	Purport.
10	Government to Resident.	4th Dec. 1852.	408	Explaining the erroneous construction put by the Resident on the Orders of Government, dated 21st September 1852, No. 339.
11	Do. to do. ...	10th do...	„	Communicating their resolutions, with reference to an Extract from a letter from the Honorable the Court of Directors directing investigation to be held on the question of ownership to the half Notes.
12	Do. to do. ...	21st do. 1853.	431	Forwarding an Extract from a letter from the Honorable the Court of Directors, and directing the payment of the Bank Notes to be stopped until the production of the missing halves.
13	Do. to do. ...	12th Nov. 1855.	453	Directing search to be made in the archives and accounts of the Raja for any papers that may serve to reveal the real transactions regarding the half Notes.
14	Do. to do. ...	30th do....	482	Declining to comply with the application made by Mr. Ritchie in behalf of Balusami Ammal for the payment of the two half Notes, and directing that a copy of the Advocate General's opinion and of a precis of the correspondence be forwarded to the Resident for his information.
15	Resident to Government.	16th Feb. 1856.	„	States certain circumstances corroborative of the fact of His Highness being the lawful owner of the Bank Notes.
16	Government to the Resident.	4th March 1856.	69	With reference to his above letter, call upon him for further information on the subject of the half Notes.
17	Do. to do. ...	17th April 1856.	114	Forwarding copy of a Bill filed by Balusami Ammal against the Honorable East India Company on the Equity side of the Supreme Court and also copy of the interrogatories to which the Honorable Company were required to answer, requesting him to furnish full information on the subject of Balusami Ammal's suit and also his answers to the interrogatories.
18	Resident to Government.	3rd May 1856.	„	Furnishes the information and answers called for in the above Extract Minutes of Consultation.
19	Government to the Resident.	November 1856.	415	Directing, in reference to a letter from the Company's Solicitor, dated 25th October 1856, No. 471, the adoption of the course therein suggested for the recovery from Balusami Ammal of the costs of the suit brought by her and in which she was non-suited by the Supreme Court.
20	Do. to the Commissioner of Tanjore.	11th April 1857.	289	Forwarding copy of a letter from Honorable Company's Solicitor and directing the limitation, as far as possible, of the jurisdiction of the Raja's Courts. Enclosure 1.—From the Company's Solicitor to Government, dated 4th April 1857, No. 181, calls the attention of Government to the expediency of prohibiting the Judges of the Raja's Courts from all further exercise of their jurisdictions.

(Signed) W. M. CADELL,
Government Agent.

To the Civil Judge of the Zillah of Combaconum.

The Appeal Petition presented by KRISNAJI KESAVA PUNDIT, Appellant in Appeal Suit No. 28 of 1857 in the file of the Tanjore Court and No. 668 of 1858 on the file of the Civil Court, abridged and revised according to new rules.

1. The Plaintiff in original suit is not the Sirkele appointed by the late Sivaji Maharaja, nor is he heir to the estates of that Raja. The suit brought by such an incompetent person should therefore be summarily rejected at the first outset.

2. The pieces of Bank Notes in question were made over through me as Manager of the private affairs of the Raja, in liquidation of the money which was due to Dràkshà Náyaná Chetty from the Raja's own private Department.

3. After the death of the said Náyaná Chetty and his son, and after I was removed from the Palace, I on the application made to me by Bálasámi Ammául, daughter-in-law of the former, gave a Vakálatnama in the name of one Luksheme Narayana Chetty with a view to her recovering the value of the Notes, having previously communicated the matter to the Raja through Rama Raw Zadhaw and obtained his verbal instructions to do so.

4. Having failed to obtain from the Bank the value of the Notes, Bálasámi Ammául sued the Company in the Supreme Court. The Court, however, passed judgment that she was not entitled thereto, and that the Notes shall be kept in deposit till claimed by the heirs and representatives of the Raja.

5. It is neither asserted nor proved that I received the value of the Notes.

6. And while it is manifest from the Public Proceedings above mentioned that the value of the Notes has not been paid to any one whatsoever but has been withheld in the Bank, the decree passed in the original suit in favor of the Plaintiff and without going into the evidence on both sides, is contrary to law and justice.

7. It is the heirs of the late Raja who are entitled to receive the value of the Notes in question. I have nothing whatever to do with them.

8. The value thereof not having been paid to me but withheld in the Bank to this day for the express purpose of being paid to the heirs of the Raja, there is no reason whatever for my being made to pay the same.

I shall produce the decree of the Supreme Court at the time of hearing.

22nd September 1859.

(True translation.)

(Signed) RAGHAVA AIYENGAR,
Vakeel.

(True Copy.)

(Signed) W. M. CADELL,
Government Agent.

Original Suit No. 314 of the year Nala, A. D. 1857.

Before Sami Sastry, and Ramasami Sastry, Judges of the Mudra Sabhai or the Civil Court of the first resort of His late Highness the Raja of Tanjore.

Plaintiff.

Ry Anunda Row Nilakanta Row Zadhava, conducting the duties of Serkele in the Palace of the Maharaja, by his Vakeel Govindappa Naick, son of Kungappa Naik, residing in the South Rampart street in the Fort of Tanjore.

Defendants.

Krisnaji Kesava Pandit, residing in Annapáchi Naik's lane in the Fort of Tanjore.

Exhibits filed by the Plaintiff.

Copy of a petition presented to the Palace in the month of April 1842, by Subramania Chetty, son of Nayana Chetty, residing on the Vinnar Bank..... (1.)

Copy of a Kanakamppu or a settlement account, prepared after adjusting the Palace account with those of the said Subramania Chetty..... (2.)

Copy of a deposition given by the Defendant on the 18th of February 1850 before the late Resident Mr. Bishop..... (3.)

Exhibits filed by the Defendant.

Copy of a Statement of 15 sheets shewing the particulars of the balance of Rupees 459-13-10 paid to the said Subramania Chetty on the 19th of the month of Sában in the year Sitta Arbain maiyatam allaff..... (4.)

Copies of 4 letters addressed by the Defendant to Nilakanta Row Ananda Row Zadhaw in the year 1835..... (5.)

Copies of 2 letters addressed to the Defendant by the said Zadhaw Row in 1835 & 1836..... (6.)

Do. of 5 letters addressed by Sómanatha Pundit to the Defendant in 1835 & 1836..... (7.)

Do. of 2 letters addressed by Sadasiva Pandit to V. Ram Row Zadhaw in 1834 & 1835..... (8.)

Do. of a letter addressed by the Defendent to Ry Hiroje Kala Row in 1836..... (9.)

Do. of 2 documents, one called Paravanagi issued in the year Hevelambi appointing the Defendant as Officiating Serkele and another called Yadi, directing his removal from the said Office in the year Subhakrila..... (10.)

Copy of a Memo. given by Govinda Annaji in 1850 stating that the notes &c., had been delivered to the Defendant... (11.)

Do. of a Petition presented by Ganesa Govinden in the year Taruna..... (12.)

Do. of Pattolai and an account of 15 sheets shewing the number of animals received in the year Sabbasallasam... (13)

Deposition given by Kristnaji Sakharam, Phadanavis and Sakharam Samji Phadapusi, on the 16th March 1857, and a memo. given by Ramaji Sundar, a Karkun of the Aien Mahal dated 26th February 1857, of the same year..... (14.)

Copy of a deposition given by the Deputy Serkele, before the Resident ..... (15)

Do. of do. given by the Serkele Annaji Tegaraja Pandit before the Resident..... (16.)

Extract of a deposition given by the Defendant before the Resident..... (17.)

JUDGMENT.

The individual, Vazaratmob Rama Row Zadhaw, and who had been sent to Jálná on Sirkar business, having communicated by letter to the Palace that, out of the Bank Notes forwarded to him, in the year 1834, the halves of the two, No. 2,768 for Rupees 3,000 and No. 3,869 for Rupees 1,000, were lost in the Company's Tapal; enquiries were made with a view to their discovery, but to no purpose. The fact was therefore made known to the Bank by the then Resident, with a request that, if the halves other than those lost, be produced in the Bank, they may be stopped without payment, and the same communicated to the Palace. On the return of the aforesaid Zadhaw in the year 1836, the other halves were delivered over by him through Karkun Govinda Annaji, who had accompanied him to Jálna, to the defendant who was then officiating as Serkele. The Defendant however, instead of making over the same into the Palace, retained the half Notes with himself.

Afterwards in the year 1849, the Defendant through one Lakshmi Varinyava Chetti sent the half notes to the Bank, stating that both the halves were his, and applying that the value thereof should be paid him.

The Bank Officer, however, in compliance with the Resident's request as abovementioned, withheld the payment, and communicated the fact to the Resident through the Government. The Resident then made enquiries of the Serkele and the deputy Serkele, who having deposed that the halves of the Notes belonged to the Palace, and their value should be paid to the Cirkar, and

thereto, the defendant admitted that they had been delivered
were made over by him to Nayana Chetty, in payment of a debt
Palace, and that at the request of that individual's daughter-in-
tnamah stating the same to be his property and so forth.
t and an acquittance, given by the son of the aforesaid Nayana
o the extent of Rupees 1,26,000 and odd, had passed between
...lace, and that the balance due after deducting payments which had been made, was
on his (Nayana Chetty's) son's application, discharged. There are also accounts in the Palace to
shew these transactions. Nowhere, however, is any payment to the said Chetty by the half notes
in question, is to be found. In fact, no such payment took place. It is therefore the purport
of the plaintiff's deposition, that the value of the notes in question, viz., Rupees 4,000 doubled by
interest, and amounting in the aggregate to Rupees 8,000, should be recovered from the defendant
and paid to the Cirkar.

An answer has been given by the defendant through his vakil, and in the first column thereof, it is stated, that the aforesaid Zadhava Row, was sent to Jálna, not on Cirkar affairs, but to find a bridegroom for Rajayi senior (the elder Princess). Is it not an important affair of the Cirkar ? It further appears from the Cirkar document produced by the plaintiff, that he was sent by the Cirkar also to purchase some animals, and accordingly brought them, and the defendant's statement is therefore inadmissible. The defendant further states that funds required for Huzur expenses, were used to be received from the Dafter, and that he (defendant) used to keep accounts for receipts and disbursements. It is well known that the Dafter is only the depository of accounts but not of money. It is therefore not the custom to remit any money from the Dafter, nor does it appear from the Cirkar documents that money used to be so remitted. The defendant's statement in this respect, is therefore untrue and his allegation that he received money from a place where there was no money, and kept accounts for the same, is like saying that a barren woman was delivered of a child. In column 3, the defendant states that he did not receive the half notes in question from Karkun Govind Annaji, who came back from Jalna with the defendant. It however appears from the documents filed by the plaintiff that the said Govind Annajih as at the very time given in a written statement to the effect that he did deliver the half notes and animals &c., to the defendant. The defendant's denial of this fact and his statement that the half notes were placed by the aforesaid Rama Row Zadhaw in the presence of the "Huzur" and were taken charge of by the defendant under the Huzur orders, do not appear to be true. Be that as it may the defendant admits that the half notes came into his hands.

The defendant states that he did not officiate as Serkele at that time, but this statement is inadmissible, inasmuch as it is proved by documents bearing his own signature, as also by those addressed to him by other public Officers and which documents have been filed as exhibits in this suit, that defendant did officiate as Serkele at that time and both prior and posterior to it.

In columns 4 and 5, the defendant admits the facts that he gave a Vakalatnámá, stating the half notes to be his property; that Government declared in their Orders to the Resident that the value thereof cannot be paid to him, as also the fact of his having given a deposition before the Resident in the matter. He however avers that in the year 1836, (the month and day defendant could not recollect) he by the orders of the Huzur, gave the said half notes to Draksha Nayana Chetty in payment of Rupees 4,000 and odd which were due to him on account of dealings he had in the Huzúr; that he Nayanna Chetty gave in an account drawn up in the Telugu in his own hand-writing specifying the receipts and disbursements, as also the balance due, and that the same together with the receipt taken from him in the Maratta language for the amount of Rupees 4.000 then paid by half notes, was placed in the Huzúr record; this transaction having been entered in the Account current alleged to have been kept by him, (the defendant) and the signature of the Maharaja taken thereto as usual.

The defendant however in column 2 admits the fact that, application had been made to the Bank for the payment being stopped for the notes, and in the deposition given by him before the Resident, also admits that, Nayana Chetty was aware of this fact. Such being the case

s altogether impossible to believe that the Raja would have ordered the half notes in question
be given in liquidation of a ready money loan received from the aforesaid Chetty, that
fendant would have so given them and that the Chetty would have received them and given
consideration thereof, an acquittance acknowledging the payment of Rupees 4,000. Further, in
e deposition given before the Resident, the defendant has simply stated that he gave the half
tes to Nayana Chetty in liquidation of a loan due to him from the Cirkar, without saying any
ing as to his having done so under the orders of the Raja, a point of great importance. It is
nce clear that this is an after thought.

It is well known that it was not the custom for the Raja to affix his signature to the
counts, and it is further clear from the documents filed by the plaintiff that such custom did
t exist. The defendant states in his answer that he does not recollect what the signature was,
it supposing that the Raja used to sign the accounts, it is impossible that the defendant who
s officiating as Serkele, would be unable to recollect what such signature was. It is hence
ear that this statement of the defendant is an invention.

In the years 1840 and 1842, the amounts of the dealings which had passed between the
lace and Nayana Chetty, were, on the application of his son Subramania Chetty, settled, and
e balance of Rupees 400 and odd paid to him from the Palace Treasury on the 19th day of the
ahomedan month of Shaban of the Mahomedan year Sitta Arbain, the amount being debited in
e accounts as a payment to "Kshamangham" Nayana Chetty in the Ward-robe Department.
his fact is proved by the Petition presented by the aforesaid Subbramania Chetty applying for
e payment of the balance; by the account rendered in his own hand-writing showing the transac-
n between his father and the Palace and the balance due, and by the statement termed "Kat-
si" of 15 sheets, drawn up in the hand-writing of Karkún Khaso Govind, who died 6 or 7
ars ago, and which statement bears the signature of the said Subramania Chetty; as also by
her Cirkar documents as petitions presented by the said Khaso Govind. There is no reason
hatever for doubting the genuineness of all these documents. If, as alleged by the defendant,
e half notes in question had been given in payment of Rupees 4,000, there ought to be an
try in the account current of Nayana Chetty to that effect. No such entry is however to be
nd therein; in fact there is no entry of Rupees 4,000 at all. When in the year 1842, the
resaid Subramania Chetty redered his account and applied for the payment of the balance, as
so for 4 months afterwards, the defendant was officiating as Serkele in this Durbar, and this
t is clearly proved by a Paravangi bearing date the 15th September 1842 issued by the
fendant in his official capacity. Why then should this fact not be taken as an admission on the
rt of the defendant himself that the abovementioned accounts and petitions &c., are true
d that the receipt and accounts, &c., mentioned by him are untrue? It further appears,
m the deposition given by Karkún Ramasami Pandit of the Huzur Mahal, that there are no
ch accounts in the Huzur as are stated by the defendant.

The defendant states in column 5 of his answer that in 1849, Balasami Ammal, daugher-in-
w of Nayana Chetty, requested him to entrust the half notes in question to Lakshmi Narayana
etty with a Vakalatnamah in *his* name, stating the half notes in question to be his (defen-
nt's) property and authorizing Lakshmi Naryana Chetty to obtain payment thereon for her
alasami Ammal,) and that therefore, he (defendant) communicated the circumstance to the
uzur through Rama Row Zadhaw, and with the permission obtained from the Huzur
the same channel, gave a Vakalatnamah accordingly. If, as stated by the defendant
be true that the half notes in question, had been given to Nayana Chetty in the year 1836,
d an account and receipt obtained from him, there could have been no occasion whatever
hen both Nayana Chetty, and his son were dead, and when there was no claim whatever, left
nadjusted, for the defendant being called upon after a lapse of 14 years to give a Vakalatnamah
the above effect with a view to procure payment for the notes. The defendant in his deposi-
on given before the Resident, alleges that, at the time the halves of notes were made over to
ayana Chetty, he had agreed to give such a Vakalatnamah, but he has made no mention what-
ver thereof in his answer in this suit. Even supposing that such a promise had been made by
e defendant, the transaction having been conducted purely in his capacity as an Officer of the

Durbar, and he being in no way personally concerned therein, it is manifestly impossible that when his connection with the Durbar had altogether ceased so long back as 1842, he (defendant) would have had anything to do with the alleged claim of Bálasami Ammal in 1849. But supposing that defendant still felt himself bound by such promise, the same would have been sufficiently fulfilled by his acting the part of a witness in a claim personally brought by Balasami Ammal for the payment of the notes, citing him (defendant) as a witness; at any rate there could have been no occasion whatever for the defendant himself to have appeared as claimant and to have given a Vakalatnamah as such.

Further there is no reason whatever for supposing that the defendant who had been divested of all connection with the Palace as mentioned above, would in such a matter as this, have communicated with the Huzúr as alleged by him and that through the individual Rama Rau Zadhaw who likewise had no authority whatever in the Durbar; that the latter would have accordingly acted as a medium of communication or that the Maharaja would have granted permission for a Vakalatnamah being given as above stated in the defendant's name. If such transaction had taken place, would not the defendant have made a particular mention of it in the deposition given by him before the Resident? There being however no such mention in that deposition, the natural inference to be drawn from his now making this assertion in his answer to this suit, is that, both the Maharaja and Rama Rau Zadhaw having, at the time that deposition was given, been alive, the same would have been directly contradicted and the falsehood detected, but both of them having since deceased, there is no longer any danger of such detection, and hence the assertion now made. If it were true that defendant had made over the half notes to the above-mentioned Chetty in payment of Rupees 4,000 under the orders of the Rajah, through the Sirkele and Deputy Sirkele who were examined on the subject. It is, however, clear from the depositions given by those Officers before the Resident at the time, that no such communication was made, but that on the contrary they have deposed to the effect that the notes belonged to the Sirkar.

The defendant states that he does not now recollect whether the statements made by him in his deposition given before the Resident, were the same as those mentioned in column 4 of the plaint, and that he was not aware of the fact of the Sirkele and Deputy Sirkele having been examined by the Resident. This is however inadmissible, inasmuch as he could fully recollect points of minor importance and which are generally not attended to, viz., that questions were put to him and his answers taken down on paper and in the Tamil language, on such a day and of such a month, and that defendant put his signature in Maratta; when such points are remembered. Besides, if the circumstances represented by the defendant be true, he would have made the same statement respecting them, wherever, and wherever asked. Further, how is it possible that the defendant could not have been aware of the fact of such high officials as Sirkele and Deputy Sirkele having been examined in a public manner before the Resident, the same day and on the same subject that defendant was under examination? Why should he disclaim all knowledge of the facts of Subramania Chetty having obtained a final settlement of his accounts and of his having applied for and received the balance on giving his receipt thereto, while defendant held the principal office in the Durbar?

Under these circumstances the only conclusion to be arrived at, is that, the defendant's assertion that the plaintiff and other Officers have through enmity towards him on account of his having called in Mr. Norton and brought a suit in the Supreme Court, concealed the settlement account and receipt given by Nayana Chetty, as also the account signed by the Raja, is utterly unfounded and malicious.

The defendant in columns 9 and 11 of his answer states that, the Sirkele Bábáji Rámáji Pandit, brought a claim against him (defendant) that there was an outstanding advance of Rupees 16,000 against him in the accounts of the Treasury, but on enquiries, acquitted him of all liability, and in a letter addressed to him in 1842, declared that the Darbar had no claim whatsoever on him (defendant.) In column 10 the defendant further states that, the sum of

Rupees 7,000 was due to him from the Palace on account of gold purchased, which sum was accordingly paid to him in the year 1843 by Serkele Babaji Ramaji Pandit, and an acquittance obtained from him for the same. The defendant then goes on to say that, if there were any claim against him on account of these notes as stated in the plaint, the letter alluded to in column 9, would not have been addressed or the amount referred to in paragraph 10 disbursed to him. It is however to be observed that, a writ of acquittance granted by a public Officer, can have reference only to the claim which had led to the demand but not to all claims whatsoever. It appears from the plaintiff's motion that no such general acquittance was granted, and this position is further strengthened by the defendant's allegation that the letter addressed to him and which ought to have been particularly preserved, has been mislaid.

As regards the alleged payment of Rupees 7,000 to the defendant; the plaintiff's Vakil as stated by Petitioner, that no such payment was made or a receipt obtained, but that even admitting that it was made, the fact of the defendant having retained the half notes in question with himself without making them over to the Palace, could not have been discovered in the year 1843, as it came to light only in consequence of the defendant having given a Vakalatnamah to Lakshmi Narayana Chetty in the year 1849, with the fraudulent view of obtaining payment for them; and which circumstance having been communicated to the Resident from Government, led to enquiries being made on the subject. The plaintiff's Vakil has further stated it to be notorious that it was on account of such various other treacherous frauds practised by them, that the defendant and the parties connected with him, have had all their connection with the Palace cut off. After taking these circumstances into consideration, the truth of plaintiff's representations seems indisputable.

Under these circumstances, and looking to the public documents, the Court have no doubt but that the defendant without delivering over to the Cirkar the two half notes in question which came into his hands through Karkún Govind Annaji, retained them with himself, and that after the lapse of considerable time, and when he was himself removed from office, and both the aforesaid Nayana Chetty and his son were dead, brought them forward in the year 1849, and with the fraudulent intention of appropriating them to himself, gave a Vakalatnamah to Lakshmi Narayana Chetty for obtaining payment for them, stating the half notes to be his own property; but perceiving from the way in which the matter turned and enquiries were set on foot, that his endeavours would not succeed, pushed forward into the scene, the daughter-in-law of the aforesaid Nayana Chetty, and in which last shifting expedient also, he failed. A Bank note is money itself represented in another form, and it is only consistent with reason that it would not have remained unproductive for a greater length of time than is sufficient to double the principal with interest. It is therefore decreed that, according to the Plaint, the sum of Rupees 8,000, including principal Rupees 4,000, and interest Rupees 4,000, in conformity with the Regulation, shall be paid by the defendant to the Cirkar, and further that Rupees 200 on account of the value of stamp paper and another sum of Rupees 200 as "Parajaya dandam" or five for defeat shall also be paid by the defendant to the Cirkar.

(Signed) SAKHARAM GANGADHAR,
for KARKUN LAKSHUMAN ROZA.
(Signed) SAMISASTRI, President.
„ MADHAVASRINIVAS, Principal Member.
„ MADHAVACHARYA, Member.

(True Translation.)

(Signed) W. M. CADELL,
Government Agent.

From J. W. CHERRY, Esq., Acting Resident, to the Acting Serkele of His late Highness the Rajah of Tanjore, dated 19th November 1856.

In approving the draft of the Plaint which you intend to prefer in the Rajah's Court for recovering the amount of the 2 Bank Notes which Kristna Ràyer had fraudulently retained in

his possession; I have the honor to request that you will, therefore, as the Head Officer of the Palace, lose no time in causing the suit to be instituted and conducted by a Vakil on your behalf, in the Original Court of His late Highness the Rajah of Tanjore.

(True Copy)

(Signed) W. M. CADELL,
Government Agent.

No. 77.

ORDER THEREON, 26th December 1860, No. 756.

Resolved, that the Government Agent at Tanjore be informed that it is doubtful whether the instructions of Government in the matter of the Suit referred to in the above letter can be furnished to him by the 2nd proximo, and that he should therefore endeavour to get the time for the hearing of the Appeal enlarged, without however committing the Government to any interference or course of action in the matter.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge.

Dispatched
26 Dec 1860

21 6

Political Department

Proceedings of the Madras Govt

Read the following
letter from the Govt
Agent at Tanjore

dated 5th December 1860 [illegible]

Order thereon. 26 Dec 1860. No 756.

Resolved that the
Govt Agent at Tanjore
be informed that it is
doubtful whether the
instructions of Govt in
the matter of the Suit
referred to in the above
letter can be furnished
to him by the 2nd
Proximo, and that he
should therefore en-
deavour to get the time
for the hearing of the
Appeal enlarged, with-
out however committ-
ing the Government
to

to any interference
Course of action in
matter

J P

To the Govt Agent
at Tanjore } dispd. 26 Dec.

Political 18th Depatch

№ 736.

Proceedings of Govt

26 December 1840.

Respecting a
suit appealed by one
Krishna Rayer from the
Decree of the late Tanjore
Rajah's Court.