

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No.

206

Press

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Dated

20. 4. 1861

Not to be folded or roughly handled

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*Proceedings of the Madras Government, Political Department,
20th April 1861.*

No. 53.. Read the following letter from J. R. BOYSON, Esq., Government Solicitor, Madras, to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 17th April 1861, No. 358.

1. I have the honor to forward for the consideration of Government the papers noted at foot relating to a further 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. S. P. 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 over-sight or from ignorance of the facts on the part of the Official Assignee, was not preferred under Act XXX of 1858.

2. This claim is very similar in all respects to that which formed the subject of my letter to Government of the 28th May 1860, No. 557, payment whereof was sanctioned by Government, and has since been made.

3. I have investigated this claim most fully and have arrived at the conclusion that the debt in respect of which it is preferred was incurred on account of the Naib-i-Mooktiar (Prince Azeem Jah) during his regency and not on account of Shurf-ool-Moolk Bahaudoor (otherwise called Madar-ool-Omrah Bahaudoor), the Dewan, personally—the valuable consideration for the granting of the Bond (now deposited in the Registry of the Supreme Court) passed from the late S. P. Arathoon into the Chempauk Treasury or into the hands of an authorized Agent of the Naib-i-Mooktiar or was applied by the direction or with the authority of the Naib-i-Mooktiar, for his purposes or for the purposes of the Nabob's Circar, that neither S. P. Arathoon or his Assignee, has ever been repaid this loan—that this item of Rupees 15,120 is comprised in the 5½ Lacs of debt which the late Nabob elected to pay (although incurred during his minority and his uncle's regency) and is numbered 40 in the List of such debts, and that if this claim had been preferred under 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 in respect of it of Rupees 15,120.

4. I have inspected and satisfied myself as to the genuineness of the Bond on which the claim is founded, and I have likewise examined the Record (in the Registry of the Supreme Court) of the action brought in the name of C. Veerabuddra Moodelliar (who was a mere Trustee and name lender in this matter for Mr. S. P. Arathoon) against Shurf-ool-Moolk Bahaudoor upon this Bond, and find that the action was commenced by the filing of a Plaint on the 14th January 1843, and that after various proceedings with which I need not trouble Government there was a verdict for the Plaintiff C. Veerabuddra on the 29th March 1843 for the principal amount of the Bond with interest at 6 per cent. from the 4th January 1843 and the costs of some of the issues raised by the pleadings, there being a verdict for the Defendant on the other issues with the costs of such issues. This verdict however and the Judgment upon it for the Plaintiff was subsequently on the 6th May 1843 set aside by the Supreme Court, and a non-suit entered on the ground substantially that the debt in question was the debt of the Naib-i-Mooktiar and not the debt of Shurf-ool-Moolk the Defendant, and that the Bond was indorsed by Shurf-ool-Moolk as Dewan for and on behalf of the Naib-i-Mooktiar and by his procuration and in the performance by Shurf-ool-Moolk of his duties as Dewan.

5. 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 April 1860, No. 312) that it is especially desirable to avoid as far as practicable all possible excuse for the institution of a suit under the Carnatic Act for the administration of the Nabob's Estate, involving as it would do very great delay, trouble and expense, considering as I do that there is sufficient evidence of the *bond files* of the debt in question, and bearing in mind also that it is one of those liabilities which the late Nabob after long repudiating all liability for debts incurred during his minority elected to pay, I beg to suggest that the Sub-Treasurer be authorized to disburse to the Official Assignee of the Madras Insolvent Court and as such the Assignee of the Estate of the late Mr. S. P. Arathoon, the sum of 15,120 Rupees in liquidation

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of the claim in question on the Official Assignee and C. Veerabuddra Moodelly executing the release which I will prepare, and to debit the amount to public expenditure.

6. I have been in frequent communication with the Advocate General on this subject, and have his authority for stating that after full consideration he concurs in the views and recommendation above expressed.

MEMO. OF ENCLOSURES.

1st May 1842.—Copy translation of a Persian Bond for Rupees 15,120, signed by Venkut Row, witnessed by Manik Chund and Veerasawmy and endorsed by Shurf-ool-Moolk, Coondun Lal, Gholam Moortooza and Mr. S. P. Arathoon.

6th May 1843.—Copy Order of the Supreme Court setting aside verdict and judgment in the action, "C. Veerabuddra Moodelliar *V.* Shurf-ool-Moolk Bahadoor."

30th May 1860.—Letter from the Official Assignee to the Government Solicitor.

11th September 1860.—Report of the Government Agent at Chepauk, No. 227.

12th March 1861.—Further report of the Government Agent at Chepauk, No. 46.

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

TRANSLATION.

A.

No. 11,079.

In the Supreme Court at Madras, Plea Side.

C. Veerabudra Moodelly.
versus

Shurf-ool-Moolk Bahadoor.

Adduced and read for the Plaintiff at the trial
of this action this 27th day of March 1843.

(Signed) N. B. ACWORTH,
Prothonotary.

God.

Memorandum.

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

Witnessed.

(Signed) MANIK CHUND,
Head Writer attached to the Treasury.

The creature of God.
(Signed) VENKUT ROW,
Superintendent of the Treasury.

(Signed) VEERASAWMY, Gollah.
I know.

The sum of Company's Rupees 15,120.

(A true translation from the Jentoo language.)

(Signed) M. NARASINGA ROW,
Interpreter.

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Written on the first day of May in the year of Christ 1842, corresponding with the nineteenth of Rabee-ool-Novul in the Hijree year 1258.

(Endorsement.)

Be paid to Raja Coondun Lal or his order.

SHURF-OOL-MOOLK.

COONDUN LAL.

GHOLAM MOORTOOZA.

(In the English characters.)

(Signed) S. P. ARATHOON.

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

(Signed) S. G. DUSTGERE,
Interpreter.

MEMORANDUM.

Document received 10th January 1843.
Translation ready 11th January 1843.

} No. 3 of 1843. 11th January 1843.

(Signed) S. G. DUSTGERE,
Interpreter.

(A true Copy.)

(Signed) B. BROOKS,
Deputy Prothonotary.

(True Copy.)

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

1859 of 43.

In the Supreme Court of Judicature at Madras, Plea Side.

Coonnoor Veerabuddra Moodelliar.
versus

Sittings after the Second Term 1843.

Shurf-ool-Moolk Bahadoor.

6th May 1843.

Forasmuch as upon reading a Rule Nisi made in this action on the part of the Defendant on the 31st day of March last whereby it was ordered that the verdict pronounced in this action on the 27th day of the said month of March should be set aside and a non-suit should be entered in the stead thereof and that the Rule to sign Judgment bearing date the said 27th day of March then instant should be discharged upon the grounds.—

1st. That the Instrument in the first Count of the Plaint mentioned was declared upon as a Promissory Note, whereas it was not a Promissory Note but only an acknowledgment of the money received.

2ndly. That the said Instrument was declared upon as a Promissory Note made by Venkut Row whereby he promised to pay, &c., whereas the same did not contain any promise to pay from the said Venkut Row.

3rdly. That it was averred in the said first Count of the said Plaint that the said Venkut Row promised to pay the said Defendant or order the amount of the said Instrument in a period of eight months, whereas no such promise appeared on the face of the said Instrument.

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4thly. Because it was averred in the said first Count of the said Plaintiff that the said Venkut Row acknowledged that the sum of fifteen thousand one hundred and twenty Rupees had been received from the said Defendant by way of debt, whereas it appeared on the face of the Instrument produced in support of that Count that such sum was received by His Highness' order, meaning the order of the Naib-i-Mooktiar which was a material difference from the averment in the said Plaintiff-unless good cause should be shown to the contrary within four days from the date of the service of that Rule on the Plaintiff or his Attorney. A motion was on the 7th day of April last made by Mr. Osborne and Mr. Norton of Counsel for the said Defendant for an order that the said Rule Nisi should be made absolute and upon hearing cause shewn by Mr. Teed and Mr. Smyth of Counsel for the said Plaintiff against the said motion, and the same having stood over for Judgment until this day. It is ordered that the said Rule Nisi be made absolute.

MR. WILKINS,
Defendant's Attorney.

(A true Copy.)

(True Copy.)

By the Court.
(Signed) J. B. JAUNCEY,
Deputy Prothonotary.

(Signed) B. BROOKS,
Deputy Prothonotary.

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

From B. BROOKS, Esq., Official Assignee, to J. R. BOYSON, Esq., Government Solicitor,
Fort Saint George, dated 30th May 1860.

Since my communication by letter to you of the 19th December 1859, I have obtained on further inquiry satisfactory evidence, to my mind, that the insolvent Estate of Mr. Satur Peter Arathoon, has a further claim on the Estate of the late Nabob of the Carnatic, for the further sum of Rupees 15,120, as sworn to by him in his schedule.

At the time of preferring the claim, for Rupees 17,405, my information was scanty and imperfect, in regard to the present 15,120 and in addition to the 17,405, and without proof of this second debt, I did not feel myself justified in including it in the first claim.

The information I have now acquired is this: that the debt of Rupees 15,120 is founded on a Persian Bond or Instrument in writing, dated 1st May 1842 drawn by one Venkut Row, who delivered the same to Defendant, who endorsed over: the subsequent endorsers will appear from the Instrument itself. An action appears to have been brought, and verdict recovered on the Instrument in writing; but the verdict was subsequently set aside, and a non-suit entered on purely technical grounds, as you will see by the Order made thereon, an office copy of which I enclose.

The action was at the instance of Coonoor Veerabuddra Moodelly *versus* Shurf-ool-Moolk Bahadoor and the money, as appears on the face of the Instrument received by him, "*agreeably to the Order of His Highness.*" Coonoor Veerabuddra Moodelly as you are aware from his examination on oath before the Insolvent Court, and sent to you, was Mr. S. P. Arathoon's Ghomasta, and disclaims all interest in the action in which he was Plaintiff, and Shurf-ool-Moolk Bahadoor was Defendant.

I send you copy of the Instrument for Rupees 15,120 for your information, and to enable you to make such inquiries into the genuineness of the debt from Shurf-ool-Moolk as you may deem necessary, and I feel sure that further inquiry by you into this transaction will justify you in including this amount of 15,120 with the 17,405, as being properly and justly due to Mr. Arathoon Insolvent's Estate,

Any further information that you may require and that is in my power to give, I shall be happy to afford you.

(True Copy.)

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

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20th April 1861.*

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 11th September 1860, No. 227.

I did not perceive that Mr. Brooks' letter of 30th May last, referred to a transaction different from that of his letter of 19th December last, and my letter No. 215, dated 6th September 1860, was therefore an unnecessary repetition of that dated 7th May last, No. 117.

2. In the duly passed Treasury Chittah for the 31st May 1842, on which date the fresh receipts were Rupees 59,120, there is entered a sum of Rupees 55,120 as received on two Bonds from Shurf-ool-Moolk each running eight months, and no mention as bearing interest, but dated 1st May 1842, and Rupees 4,000 are entered as returned by the Tankhib Cutcherry.

3. One of the two Bond is for Rupees 40,000, the other is for Rupees 15,120.

4. In the expenditure column Rupees 50,000 are paid to Rajah Coondun Lal for his Bond, dated 1st June 1841; Rupees 4,000 are entered as a present in lieu of interest on the Bond of Shurf-ool-Moolk Bahadoor through Rajah Coondun Lal, and Rupees 5,120 are entered as lent, bearing interest, to Gholam Moortooza Khan, for eight months on a Bond bearing Gholam Moortooza Khan's signature and through Rajah Coondun Lal. These three items amounting to the same sum of Rupees 59,120 are entered as fresh received.

5. In the Istifah Cutcherry Book, No. 8, in which is entered the Creditor of the Regency time connected with that five lacs of Rupees accepted by the late Nabob there is entered as No. 53, a blank entry in the following words:—

Arrears of debt of _____ in accordance with Treasury Bond in the name of
Shurf-ool-Moolk Bahadoor, dated 1st May 1842.....Rupees 40,000
(40,000) forty thousand Rupees,

and another of the same date and of the same form numbered 54 for
Rupees 15,120, is entered in the same book.

6. If you refer to the list sent with my letter, No. 461 of 8th March 1859, you will find these two Bonds entered against the name of Shurf-ool-Moolk Bahadoor.

7. The same book shows that no payment was made on either of these two Bonds, and Terazish Khan Bahadoor informs that no one ever claimed in the Istifah on either of these Bonds. Terazish Khan Bahadoor also states that though there be no entry as to payment of these two Bonds, he has been informed that both of them had been paid; the latter by Ghoolam Moortooza Khan, which fact can be proved by the Records of the Court in the case of Miss Arathoon *versus* Dewan.

8. Terazish Khan Bahadoor also mentioned his information is to the effect that Gholam Moortooza Khan Bahadoor entered in his Schedule of Rupees 15,120 as due by him to Satoor Arathoon, but subsequently paid same after having passed through the Insolvent Court, that No. 53 was similarly paid and no claim was ever preferred to the Istifah for that.

9. I have referred to the Dewan of the Durbar for information of this transaction, but his memory does not recollect it.

10. From Terazish Khan's recollection it appears to be a Bond which has been liquidated, but had remained out.

MEMORANDUM.

The original papers enclosed in Government Solicitor's letter, dated 10th September 1860, are herewith re-enclosed.

Further Report on claim No. 796 of B. Brooks, Assignee of S. P. Arathoon.

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 12th March 1861, No. 46.

In continuation of my Reports as per margin, on the subject of the above claim, I have the honor to furnish the further information regarding the same, commencing my remarks from what seems to have been the first transaction in the case.

No. 919 of 1st June 1859, by Major Snow.
No. 117 dated 7th May 1860. }
" 215 " 6th Sept. " } Commissioner's
" 227 " 11th " " } Reports.
" 228 " 12th " " }

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12. This Treasury transaction also corresponding in its receipts and disbursements are only paper entries for the purpose of excluding the name of Rajah Coondun Lal and for entering the name of Shurf-ool-Moolk Bahadoor.

13. It has thus been shown that there remained in the Treasury in the name of Shurf-ool-Moolk Bahadoor Rupees 55,120 on two Bonds, and in the accounts transferred to the Istifah Cutcherry of Rupees 5,29,498-7-6, this amount of Rupees 55,120 on the two Bonds dated 1st May 1842 formed a portion.

14. From previous reports you are aware that in Istifah Book No. 8 of accepted debts, No. 53 item without name is for Rupees 40,000, and 54 also without name is for 15,120, and that no claimants ever appeared for either of these two amounts.

(True Copies.)

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

No. 54.

ORDER THEREON, 20th April 1861, No. 206.

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 (15,120) fifteen thousand one hundred and twenty 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. T. O'Connor.

Political Department.

Proceedings of the Madras Government.

*Read the following letter
from the Govt. Solicitor,
Madras.*

*Received 17th April 1861,
No. 358.*

Order thereon 20th April 1861, No. 206.

*Under the cir-
-cumstances repre-
-sented in the above
letter and on the ad-
-vice of their Law
officers, the Govt. re-
-solve to authorize
the Sub Treasurer to
disburse to the of-
-ficial Assignee of
the Madras Insolvent
Court as the Assignee
of the Estate of the
late Mr. Satur Peter
Arathoon, the sum
of*

W

W

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of Rupees (15,120) or
fifteen thousand one
hundred and twenty
in liquidation of the
claim against the
Estate of the late
Nawab of the Carn-
atic, on the official
Assignee, and C. Veera-
chandra Moodelly exe-
cuting the necessary
release which will
be prepared by the Go-
vernment Solicitor.
The amount now
ordered to be paid
will be charged to
public account.

J.P.

To the Government Solicitor
" Official Assignee of the
Madras Insolvent Court.
" Accountant General.
" Sub-Treasurer. } Dated 20-4-61.

J. M. L. A.

Pl Department 1861.

No. 200

Proceedings of the Madras
Government.

Dated, 20 April 1861