M.R.C. 1—32,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 568 Press Mis.

Dated 23 - 12 - ~~19~~ 1861

Not to be folded or roughly handled

Proceedings of the Madras Government, Political Department,
23rd December 1861.

No. 54. Read the following letter from H. D. PHILLIPS, Esq., Civil Service; to T. PYCROFT, Esq., Chief Secretary to Government, Fort Saint George, dated 17th December 1861.

I have the honor to transmit replies to the Interrogatories which accompanied the Order of Government dated the 23rd ultimo, No. 521. The Interrogatories are also sent.

No. 55. ORDER THEREON, 23rd December 1861, No. 568.

Matorsee Varada Boye and another.
versus.
R. Vencut Row and the Secretary of State in Council for India and others.

Ordered that the replies to the Interrogatories in the Suit noted in the margin be forwarded to the Acting Government Solicitor with reference to the Resolution of Government dated the 23rd ultimo, No. 521, and that he be directed to settle the replies to the Interrogatories and the answers that have to be filed in the Supreme Court in communication with Mr. Phillips.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge.

In the Supreme Court of Judicature at Madras

In Equity

Between Matosree Varada Boye and Soobbah Boye. Plaintiffs

and

R Venent Row and The Secretary of State in Council for India and Matosree Radha Boyee Ummah Annadacanum Boyee, Annapourvee Boyee, Gundika Boyee, Yamoona Boyee, Auroondootee Boyee, Varanasee Boye, Parvatee Boyee, Bhavanee Boyee, Shonabudra Boyee, Sreemookta Boyee, Manikurnika Boyee, and Gauree Boyee, when they shall come within the Jurisdiction of this Honorable Court Defendants

Interrogatories for the Examination of the above named Defendants Venent Row and the Secretary of state in Council for India in answer to the Plaintiffs Bill of Complaint.

1- Was not his late Highness the Rajah Serfojee in the Bill named formerly Rajah of Tanjore and had he not in his life time besides his vivaha or married wife Twenty six or some other and what Number of wives by sword marriage, or some other and what Ceremony and are not all or some and which of them now dead except the above named Plaintiffs and the above named Matosree Radha Boye Ummah Annudacanum Boyee, Annapournee Boyee, Gundika Boye Yamoona Boye, Auroondootee Boyee, Varanasa Boye, Parvatee Boyee, Bhavanee Boyee, Shonabedra Boye, Sreemookta Boye, Manikurnika Boyee and Gauree Boyee or whom else and are they not all or some and which of them now Hindoo Inhabitants of and resident at Tanjore aforesaid out of the jurisdiction of this Honorable Court or where else do they respectively reside or how otherwise

2 Among the said Twenty six several wives to whom His said late Highness was married by sword marriage, were not the said Matosree Radha Boye and Bonsummah Boyee since deceased the especial favorites of His said Highness and were they not as such or in fact treated with greater distinction all allowed greater priveleges than the Plaintiffs or any other of the said Twenty six wives or how otherwise and were not the Plaintiffs and

and the others of the said Twenty six wives or some and which of them treated as and were they not in fact in great measure dependent on the said Malsaree Ladha Boyee and Bayeummah Boyee or how otherwise-

3 Did not the said late Rajah Sirfojee depart this life on or about the Eighth day of March one thousand Eight hundred and thirty two or on some other and what date and did he not leave the said Twenty six sword Marriage wives or some and which of them him surviving and had he not previously thereto and on or about the twenty Eighth day of January one thousand Eight hundred and thirty two or on some other and what date whilst of sound mind memory and understanding or in fact and how otherwise made and executed with the Consent and approbation of his son Seevajee Rajah in the Bill mentioned or in fact the document or paper writing in the Mahratta language and character in the Bill mentioned or some other and what document in some other and what language and character and is not the original thereof now in the possession of the Government of Madras or where else and is not a true translation hereof in the words and figures or to the effect in the Bill mentioned or to some other and what purport and effect or how otherwise-

4 Did not the said Rajah Sirfojee also while of sound and disposing mind and Memory or in fact and on or about the said Twenty Eighth day of January one thousand Eight hundred and thirty two on or some other and what date duly make and Execute another document or paper writing in the Mahratta or some other and what language and Character or how otherwise and did he not thereby after assuring his son and Successor the said Seevajee Rajah that he had left him no debt even of a Cash during his reign and making arrangements for the future management of his domestic and public affairs declare as in the Bill mentioned or to some other and what purport and effect or how otherwise-

5 Did not the said Rajah Sirfojee by the Expressions "His Highness' two beloved women" and "the two women of my Zone" mean and intend to designate the said Malsaree Ladha Boyee and Bayeummah Boyee or whom else and did he not by the Expressions "the females who are under the protection of the said women" and their dependants" mean and intend to designate the remaining twenty four of the said Twenty six sword Marriage wives including the Plaintiffs or some and which of them or whom else or how otherwise-

6- Is not Vencut Row in said documents named the above named R. Vencut Row Defendant hereto-

7- Has not the Establishment of the above named sword Marriage wives of the said late Rajah Sirfojee Commonly called or known as the Kulliana Mahal or how else and had it not been Conducted for a period of Ten years prior to the death of the said Rajah Sirfojee or for some other and what period in precisely the same manner as is in and by the above stated documents directed to be observed after his death or how otherwise-

Upon

8. Upon the death of the said Rajah Serfojee did not the whole of his said sword married wives including the Plaintiffs or some and which of them determine upon immolating themselves upon his funeral Pile according to the ancient Custom of a Hindoo Widow or how otherwise and were they not dissuaded from doing so by the above named Defendant R. Venent Row or by some and what other person and on the promise of the then Resident at Tanjore Mr John Blackburn or some other and what person that the Will of the late Rajah as Expressed in the said documents would be Carried out and his Widows protected or how otherwise-

9 Were not the above stated documents also or in fact repeatedly or some times and when recognized by other and which Officers of Government or by some other and what persons as Embodying the Will of the said late Rajah Serfojee and in particular in one thousand Eight hundred and fifty seven and one thousand Eight hundred and fifty Eight or at some other and what times or time by Mr Phillips then Resident and Commissioner at Tanjore or some other and what person or how otherwise-

10 Was not the said Defendant Venent Row the only one of the three persons directed in and by the said documents to have the management of the said Kulliana Mahal who Could according to the Customs of Hindoos and the said Rajahs family speak to and see the said Widows personally or how otherwise and did not the management of the said Kulliana Mahal in consequence thereof or in fact devolve almost Entirely upon him or how otherwise and did not the said Iyacana Pillay only occasionally assist him in matters which from press of business or other Causes he was unable to attend to personally or how otherwise and is it not the fact that the said R. Bavajee Ramajee Pundit never interfered in any manner or if not in what manner and upon what occasions did he interfere-

11 Did not the said Iyacunna Pillay depart this life on or about the Fourteenth day of July one thousand Eight hundred and thirty six or on some other and what date and did he not leave the said R. Bavajee Ramajee Pundit and the Defendant Venent Row or one and which of them him surviving or how otherwise and was not the business of the said Kulliana Mahal thenceforth Conducted by the Defendant Venent Row with the advice and assistance of the said R. Bavajee Ramajee Pundit when the said Defendant Venent Row thought fit to apply for the same until the time of the death of the said R. Bavajee Ramajee Pundit or how otherwise-

12 Did not the said R. Bavajee Ramajee Pundit depart this life on or about the Fifteenth day of April one thousand Eight hundred and fourty four or on some other and what date and did he not leave the

the Defendant Vencat Row him surviving or how otherwise and was not the business of the said Kulliana Mahal thenceforward Conducted by the said Vencat Row alone until the time in the Bill mentioned or how otherwise.

13. Did not the said Defendant Vencat Row with the concurrence of the said Iyacunna Pillay and R. Davajee Ramajee Pundit during their lives time and of the survivor of them during his life time and after the death of the survivor of them on his own responsibility or in fact and how otherwise receive from the Rajah Sevajee during his life time or from some other and what person on account of the expenses of the said Kulliana Mahal the sum of Rupees three thousand a Month or some other and what sum besides Servants wages and travelling and other extra Expenses or how otherwise and was not such allowance the same amount as had been paid for the same purpose by the said Rajah Sevajee during his life time or how otherwise and did not the said Defendant Vencat Row or some other and what person also or in fact Collect on behalf of the said Kulliana Mahal the rents and profits of the said property in the said documents mentioned or how otherwise.

14 Did not the said Defendant Vencat Row with such concurrence and upon such responsibility as aforesaid or in fact and how apply such part as he thought necessary or advisable of the Amounts so received by him as hereinbefore mentioned in and about defraying the expenses of the said Kulleana Mahal or how otherwise and did he not accumulate the Residue or some and what portion thereof.

15 Had not such accumulations in and prior to the month of January one thousand Eight hundred and fifty four Amounted together with the Cash left for the said Kulleana Mahal by the said Rajah Sirfojee to the sum of Rupees one hundred thousand or thereabouts or to some other and what sum or how otherwise.

16 Was not the said Rajah Sevajee at that time in great want of money and did he not borrow the said sum of Rupees one hundred thousand or thereabouts or some other and what sum from the said Defendant Vencat Row or how otherwise and did he not promise to repay it with interest at six per cent per annum or how otherwise.

17 Did not the said Rajah at the end of the year one thousand Eight hundred and fifty four receive his Pungum Hissa Balance or some and what part thereof or some other and what funds from the East India Company or from some other and what source and did he not then or at some other and what time repay the said loan in full with the Interest that had accrued thereupon up to the date of payment or how otherwise.

18 Did not the Defendant Vencat Row upon receipt of this money or at some other and what time or in fact determine to invest it in Government securities or how otherwise and did he not obtain through the Collector of Tanjore the sanction of the Government of Madras to his doing so on account of the ladies of the Kulliana Mahal of the late Rajah Sirfojee or how otherwise.

Did

19 Did not the said Defendant Vencut Row in pursuance of such determinat[illegible]
and with such sanction as aforesaid or in fact on or about the first day of December
one thousand Eight hundred and fifty four or on some other and what date
pay into the Collectors Office at Tanjore the sum of Rupees Sixty four
thousand part of the said sum of Rupees one hundred thousand or some
other and what sum or how otherwise and was not the same shortly afterwards
invested by the Accountant General and Treasurer of Fort Saint George in the
purchase of four Government Promissory Notes of the four per cent loan of Thirtieth
June one thousand Eight hundred and fifty four for the aggregate sum of
Rupees Sixty four thousand and one hundred and one Government Promissory
Note of the five per cent Public Works loan of one thousand Eight hundred
and fifty four-fifty five for the sum of Rupees Seven hundred, or some other
and what Government Promissory Notes Securities in the name of the Collector
of Tanjore for the time being By Officers Resident at His Highness's Court
or how otherwise.

20 Did not the said Government Promissory Notes remain in the
Custody of the said Accountant General and Treasurer of Fort Saint George
in the Government Agency Department or where else and was not the interest thereon
remitted by them from time to time as the same became due to the Collector of
Tanjore or to some other and what person and handed by him to the Defendant
Vencut Row or how otherwise and did not the Defendant Vencut Row
expend it as he thought best for the benefit of the said Kulliana Mahal
up to the time in the Bill mentioned or to some other and what time or how
otherwise.

21 Did not the said Rajah Sevajee depart this life at Tanjore
aforesaid or where else on or about the Twenty ninth day of October in the
year one thousand Eight hundred and fifty five or on some other and what
date intestate and without leaving any Male issue or any Son by adoption or
any brother him surviving or how otherwise.

22 Did not the East India Company upon and shortly after the death
of the said Rajah Sevajee declare that the Raj and dignity of Rajah
of Tanjore was extinct and that the state of Tanjore had lapsed
to the said East India Company or how otherwise and did not the
said East India Company thereupon assume the whole or some and what
part of the dominions and sovereignty of the said state of Tanjore together with all

on

or some and what part of the property Estate and Effects of the said Rajah Serfojee deceased of what nature or kind so ever or how otherwise-

23. Did not the said East India Company after they had assumed the dominions and Sovereignty of Tanjore and taken possession of the property of the said Rajah Serfojee as aforesaid continue until the time in the Bill mentioned to pay the said Monthly Allowance of Rupees Three thousand or some other and what sum to the said Defendant Vencut Row or some other and what person on account of the Expenses of the said Kulleana Mahal and permit him to Collect the rents and profits of the said landed property and to receive the interest of the said Government Securities in manner in the Bill mentioned and generally to Continue the discharge of his duties as such Trustee as aforesaid for the Plaintiffs and the other Ladies of the Kulleana Mahal or how otherwise-

24 Did not the said Accountant General and Sub Treasurer of Fort Saint George on or about the Twentieth day of January one thousand eight hundred and fifty seven or on some other and what date send the said several Government Promissory Notes or some and which of them or some other and what Government Promissory Notes or Securities to Mr. H. D. Phillips the then Resident at Tanjore or to some other and what person and did he not hand them or some and which of them or what else over to the said Defendant Vencut Row or to some other and what person with instructions to the said Defendant Vencut Row as the Trustee of the Rajah Serfojees Kulleana Mahal to which the Notes belonged to send them to him the said Resident every six Months to enable him to draw the interest which might accrue thereon from time to time and remit the same to the said Defendant Vencut Row as had previously been done or how otherwise-

25 Had not another part of the funds of the said Rajah Serfojees Kulleana Mahal been invested in the name of the Collector of Tanjore by Office Resident at His Highness Court or in some other and what name in a Government Promissory Note of the five per cent loan of one thousand eight hundred and fifty four- fifty five for Rupees Fifty thousand or in some other and what Security and was not such last mentioned Security on or about the sixteenth day of April one thousand eight hundred and fifty seven or on some other and what date handed over to the said Vencut Row by the said Resident with similar instructions as to the receipt of interest or how otherwise-

26 Did not the said Vencut Row retain the said Government Promissory

Promissory Notes or some and which of them in his possession until the time in the Bill mentioned or some other and what time and is it not the fact that he never sent them to the said Resident to enable him to draw the Interest thereon or at all and that no interest whatever has been paid or received upon the said Notes since they were handed over to the said Defendant Vencat Row as aforesaid or how otherwise-

27 Had not the said Defendant Vencat Row in or about the month of March one thousand Eight hundred and fifty nine or at some other and what time occasion to proceed to Madras and did he not thereupon or in fact and when hand over to the said Defendant Matooree Ludha Beye Ummah or to some other and what person the said several Government Securities or some and which of them or what else together with other valuable documents belonging to the said Kulliana Mahal and the Keys of a Cash Chest in which the sum of Rupees Fifty one thousand or thereabouts in Cash or some other and what sum belonging to the Trust fund of the said Kulliana Mahal was deposited and was not such sum the savings of the Department from February one thousand Eight hundred and fifty four to March one thousand Eight hundred and fifty nine or from and to some other and what dates or how otherwise-

28 Did not the Defendant Matooree Ludha Beye Ummah during the absence of the said Defendant R. Vencat Row or in fact and when open the parcel containing the said several Government promissory notes and documents belonging to the Kulliana Mahal which had been left with her by the Defendant Vencat Row and having ascertained its Contents put herself in Communication with Mr H.D. Phillips then Commissioner of Tanjore on the subject and request his advice as to the disposal of the said Government Promissory notes or how otherwise-

29 Did not the said H.D. Phillips thereupon advise the said Defendant Matooree Ludha Beye to request the then Government Agent Mr Leadell to draw and remit to her the interest due upon the said Government Promissory Notes and that upon receipt of such interest she should apportion it equally according to the relative rights of the ladies among the Members of the Kulliana Mahal who were then alive or how otherwise-

30 Did not the said H.D. Phillips at the same or some other and what

what time advise the said Defendant Matoosree Ladha Boye Ummah to call upon the Defendant Vincent Row at once to associate with himself in the Trusteeship either the son of the late Trustee Iyacumma Pillay or some other respectable and properly qualified person as it was obvious that the affairs of the Mahal demanded more attention than with his infirmities the Defendant Vincent Row could afford to devote to them or how otherwise.

31 Did not the Government of Madras or in fact at or about the same or some other and what time on the recommendation of the said H. D. Phillips or of some other and what person or in fact decide that the sum to be allowed for the expenses of the Kulliana Mahal after the First of January one thousand Eight hundred and sixty should be Rupees Two thousand Four hundred and Sixty a Month and that on the death of each lady of the Department except the said Defendant Matoosee Ladha Boye Ummah the allowance should be reduced by Rupees one hundred and fifty a month and that on the death of the said Defendant Matoosee Ladha Boye Ummah the said allowance should be reduced by Rupees three hundred and Sixty a Month or how otherwise.

32 Did not the said Defendant Vincent Row in or about the Month of February one thousand Eight hundred and Sixty or at some other and at what time request the Defendant Matoosee Ladha Boye Ummah to return to him the said Government Promissory Notes and documents and Keys of the said Cash Chest which he had left with her as aforesaid or how otherwise and did she not decline to

do

do so asserting that she was entitled to the possession of them as the Senior Lady of the said Kulliana Mahal or how otherwise.—

33 Did not the said Dependant Motasree Ladha Boyee in further Assertion of her pretended rights as the Senior Lady of the Kulliana Mahal or in fact in or about the said Month of February 1860 or at some other and what time Appoint One Mulla Row otherwise called Mul=lar sawmy or some other and what person to Conduct the busineſs of the said Kulliana Mahal and did not the said Mulla Row otherwise Called Mullar sawmy in exercise of the pretended authority so conferred upon him enter the Department of the said Kulliana Mahal and order the people therein not to obey or abide by the directions of the said Depend=ant Vencut Row but to Conduct all busineſs according to the Order of him the said Mulla Row otherwise Called Mullar sawmy on pain of Dismiſsal or how otherwise.—

34 Is it not the fact that the said Motasree Ladha Boye up to the said Month of February 1860 or to some other and what time had not set up or pretended to hold any Superior or absolute power to the other Ladies of the said Kulliana Mahal but on the Contrary had Scrupulously respected the rules of the said Department as laid down by the said Dependant Vencut Row or how otherwise.—

35 Did not the Dependant Vencut Row on or about the 15th day of March 1860 or on some other and what Date in Consequence of the Dependant Motasree Ladha Boye Still refusing to give up the said sum of Rupees Fifty One thousand or thereabouts belonging to the said Trust or in fact break open the Cash Chest in which the money was secured with the Sanction of the then Collector of Tanjore and was not the money it Con=tained sent to the said Collectors Treasury for investment in Government or some other and what Securities or how otherwise.—

36 Was not the said sum accordingly invested in the purchase of Government or some other and what securities in the name of the Collector of Tanjore for the time being 2d Office Resident at His Highneſs Court or in some other and what name or how otherwise.—

37 At or about the same time as the last mentioned occurrences or at some other and what time did not Mr. N. D. Phillips the then Commiſsioner of Tanjore or some other and what person recommend to the Government of all cases that the said Kulliana Mahal Department should be broken up and that each of the Ladies should be paid separately

×

his

as other private individuals and be allowed to go where they liked as the document left by the said Rajah Serfojee as hereinbefore mentioned did not Constitute a will but Memoranda or instructions for guidance and that the said Defendant Motacree Ladha Boye as the Senior Lady of the Department should receive the Monthly sum of Rupees 1150 includeing the escpense of the Establishment and the other Ladies Rupees 100 each per Month and further that the said sum of Rupees 50000 which had been sent by the said Defendant R. Vencat Row to the Collectors Treasury for investment as hereinbefore mentioned should be divided between the Ladies of the Khilliana Mahal giving the said Defendant Ladha Boye a larger share According to his said proposed Arrangement of pensions or what else did he recommend or how otherwise.—

38 Did not each of the Plaintiffs or one and which of them on or about the 28th day of May 1860 or some other and what date receive a letter from the said W. D. Phillips the Commissioner of Tanjore or some other and what person and was it not in the words and figures or to the effect in the Bill mentioned or to some other and what purport and effect or how otherwise.—

39 Did not the Plaintiffs or one and which of them immediately or when Communicate the Contents of the said letter to the Defendant Vencat Row with instructions to protest against the proposed distribution of the said sum of Rupees 50000 or how otherwise and did not the said Defendant Vencat Row accordingly or in fact and on or about the 30th day of May 1860 or on some other and what date write and send a letter to W. M. Taddell Esquire the then Government agent at Tanjore or to some other and what person protesting on behalf of the Plaintiffs against the proposed distribution of the said sum of Rupees 50000 and requesting that the same might be invested in Government Securities or at all events that the money might not be divided until the result of a reference which the Ladies of the Khilliana Mahal intended to make to Government was known or how otherwise—

40 Was it not also in fact determined by the said Government of Bombay that the lands and Chundhy of the said Khilliana Mahal shoul-

Should be placed under the management of the said Dependant Venent Row and another Knowest who was to be associated with him or how otherwise.

41 Did not the Plaintiffs and the said Dependants Annandacanum Boyee Annapoornee Boyee Gundikka Boyee Gamonna Boyee Aurvoodootee Boyee and Varanassee Boyee or some and which of them or some other and what persons on or about the 1st day of July 1800 or some other and what date write and send a letter to the Government Agent at Tanjore or to some other and what person protesting against these proceedings of the Madras Government and praying that the affairs of the said Kullianee Mahal might Continue to be conducted as they had been for the last 40 Years or how otherwise.-

42 Have not the Government of Madras in Consequence of such several protests or in fact refused to pay to any person any part of the said sum of Rupees 50000 or the arrears of interest accrued due on the said Government securities or how otherwise and have they not offered to pay to the said Dependant Venent Row or some other and what person the pensions at the rate of Rupees 79 a Month to each of all the Ladies of the said Kullianee Mahal except the said Dependant Ladha Boye or how otherwise.-

43 Does not the said Dependant Venent Row refuse to draw the pensions which the Government of Madras has offered to pay to him as aforesaid.-

44 Has not the said Dependant Ladha Boye for some months or for some other and what time been receiving from the Government of Madras or from whom else the sum of Rupees 600 a Month or some other and what sum or how otherwise and has she not possessed herself of much or some and what valuable property belonging to the said Kullianee Mahal or how otherwise and is she not separate from the other Ladies of the said Kullianee Mahal and is she not Conducting herself in a way altogether opposed to the Rules of that establishment and the wishes and directions of the said late Rajah Serfojee or how otherwise and how do the Dependants make out the Contrary.-

45 Is not the said Dependant Venent Row now an Inhabitant of Madras residing at No 9 Linn Mootha Moodelly Street Mootealpellah in the

the Black Town of Madras or where else does he reside and is he not therefore or in fact subject to the jurisdiction of this Honorable Court or how otherwise and is not the said Dependant the Secretary of State in Council for India also or in fact subject to the jurisdiction of this Honorable Court or how otherwise and how do the Dependants make out the Contrary.-

The Dependants are required to answer all these Interrogatories

Supreme Court
Madras
(In Equity)

M Varada
Boye & another
vs
Venkat Row
& others

Copy
Interrogatories

15

IN THE SUPREME COURT OF JUDICATURE AT MADRAS.

(IN EQUITY.)

Between Matosree Varada Boye and Soobbah Boye—*Plaintiffs*,

and

R. Vencata Row and The Secretary of State in Council for India and Matosree Ladha Boyee Ummah Annundacanum Boyee Annapournee Boyee Gundika Boyee Yamoona Boyee Auroondootee Boyee Varanasee Boyee Parvatee Boyee Bhavanee Boyee Shonabudra Boyee Aveemookta Boyee Manikurnika Boyee and Gauree Boyee when they shall come within the Jurisdiction of this Honorable Court—*Defendants*.

BILL OF COMPLAINT.

To The HONORABLE Sir COLLEY HARMAN SCOTLAND, Knight, CHIEF JUSTICE,

AND

To The HONORABLE Sir ADAM BITTLESTON, Knight, PUISNE JUSTICE OF THIS HONORABLE COURT.

Humbly Complaining shew unto your Lordships Matosree Varada Boyee and Soobbah Boyee respectively of Tanjore widows the above named Plaintiffs as follows.

1. His late Highness Sreemunt Rajesree Sirfojee Maharajah Chethrapathy otherwise called Sree Ram Prataub formerly Rajah of Tanjore but now deceased hereinafter called the Rajah Sirfojee had in his life time besides his Vivaha or married wife Twenty six wives by Sword Marriage all of whom are now dead except the above named Plaintiffs and the above named Matosree Ladha Boyee Ummah Annundacanum Boyee Annapournee Boyee Gundika Boyee Yamoona Boyee Auroondootee Boyee Varanasee Boyee Parvatee Boyee Bhavanee Boyee Shonabudra Boyee Aveemookta Boyee Manikurnika Boyee and Gauree Boyee who are all now Hindoo Inhabitants of and residents of Tanjore aforesaid out of the Jurisdiction of this Honorable Court and the Plaintiffs pray that they may be made Defendants to this Suit when they shall come within or become subject to the Jurisdiction of this Honorable Court.

2. Among the said Twenty-six several wives to whom His said late Highness was married by Sword Marriage the said Matosree Ladha Boyee and Bayeummah Boyee since deceased were the special favorites of His said Highness and as such were treated with greater distinction and were allowed greater privileges than the Plaintiffs or any other of the said Twenty-six wives who were treated as and were in fact in great measure dependent on the said Matosree Ladha Boyee and Bayeummah Boyee.

3. The said late Rajah Sirfojee departed this life on or about the Eighth day of March One thousand Eight hundred and Thirty-two leaving the said Twenty-six Sword Marriage Wives him surviving and having previously thereto and on or about the Twenty-eighth day of January One thousand Eight hundred and Thirty-two whilst of sound mind memory and understanding made and executed with the consent and approbation of his Son Seevajee Rajah who succeeded him as Rajah of Tanjore and is now deceased a certain document or paper writing in the Mahratta language and character the original of which is now in the possession of the Government of Madras and a true translation whereof is in the words and figures or to the effect following that is to say. "His Highness Sreemunt Rajesree Sirfojee Maharaja Chettraputy does hereby establish the following regulation for the guidance of His Highness's two beloved women on the 28th January 1832."

1st. They the said women shall according to their pleasure enjoy and make an economical use of the Palace which we have built for them at Trivady, the Survamanium lands and houses attached to it, carriages, jewels, ready cash and all other chattels which we have granted to them as their own property provided that they make such use of the same as may be approved by the Agents appointed to manage their affairs.

2nd. Vencut Row and Iyacanna Pillay shall be their Agents who shall Superintend their affairs at their own discretion without being controlled by the said women provided always they do the same with a view to their interests.

3rd. The Proceedings of the said Agents shall always be subject to the sanction of R. Bavajee Ramjee Pundit.

4th. The females who are under the protection of the said women and are treated by them with kindness keeping them in their own presence and putting jewels upon them shall conduct themselves respectfully towards their respective protectors should any one of these Defendants happen to be at variance with her protector she shall deliver over the jewels she has upon her to such her protector and take up a separate lodging in one of the rooms appointed for each of them in the palace receiving such allowance as the said Agents should think fit to settle upon her for her subsistence out of the revenues of the establishment.

5th. The whole expense of the establishment shall be so conducted as to be comprised within the Revenue of the said two women, viz., the produce of the Survamanium now purchased and to be hereafter purchased, and the allowances settled upon them by the Sirkar but never to run in debt.

6th. The Agents mentioned above shall besides the Salary and other income given them by the Sirkar according to their mamool receive a hundred Rupees at fifty each per mensem from the revenues of the said women.

7th. The Agents shall make no difference whatever in their treatment of the said two women provided they submit to any rule established by their Agents.

8th. The male and female servants of every description on the establishment whether entertained at the expense of the said two women or at that of the Sirkar shall perform their respective duties diligently and in obedience to the Agents on pain of being punished or discharged at once if they act to the contrary.

9th. The property of every description granted to both the said women for their free enjoyment and economical disposal being designed for the support of themselves and their Dependants they shall at their demise dispose of it not otherwise than appropriating it to the support of the Chettrum established by them for charitable purposes leaving a portion of it necessary for the maintenance of their surviving dependants excepting only in case that they be desirous of assisting their relations or others depending upon them they shall be at liberty to grant to them a daily or two of the real property and also such a portion of the personal chattels as may be consistent with propriety. The Estate left behind them by the said two women shall be taken care of by their Agents who shall appropriate the Revenues of it to the support of the charitable Institution remaining after the expense of their own Salaries and the maintenance of the surviving members of the establishment.

vaylee

(Signed) SREE RAM PRATAUP.

(Signed) SEEVAJEE RAJA accedes to the above."

4. The said Rajah Sirfojee also while of sound and disposing mind and memory and on or about the said Twenty-eighth day of January One thousand Eight hundred and Thirty-two duly made and executed another document or paper writing in the Mahratta language and character and thereby after assuring his son and successor the said Seevajee Rajah that he had left him no debt even of a cash during his reign and making arrangements for the future management of his domestic and public affairs declared as follows. "The two women of my love and their Dependants should be treated in the same manner I have done that they may pass their days with ease and honor. If they should wish to keep up their lodging in the Palace that has been built for them at Trivady they should be sent over to Trivady with their furniture property &c. at the expense of the Cirkar and in that case the present allowance in different articles should be discontinued and in lieu thereof a sum of 500 Company's Rupees per month be settled upon each of them and remitted to them every month during their life they should be treated with due consideration and esteem. They are the exclusive proprietors of the land and personal property which I have given to them no claim thereto should be made. The Guardians or Managers servants and attendants to have their salaries rank consideration &c. continued to them as heretofore."

5. By the expressions " His Highness's two beloved Women" and the two Women of my love the said Rajah Sirfojee meant and intended to designate the said Matosree Ladha Boyee and Boye Ummah Boyee and by the expressions " the females who are under the protection of the said Women and their Dependants" the said Rajah Sirfojee meant and intended to designate the remaining twenty four of the said twenty six Sword marriage wives including the Plaintiffs.

6. Vencut Row in the said documents named is the above named R. Vencut Row Defendant hereto.

7. The establishment of the above named Sword marriage wives of the said late Rajah Sirfojee which was commonly called or known as the Kulliana Mahal had been conducted for a period of ten years prior to the death of the said Rajah Sirfojee in precisely the same manner as is in and by the above stated documents directed to be observed after his death.

8. Upon the death of the said Rajah Sirfojee the whole of his said Sword married wives including the Plaintiffs determined upon immolating themselves upon his funeral pile according to the ancient custom of Hindoo widows but were dissuaded from doing so by the above named Defendant Vencut Row and on the promise of the then Resident at Tanjore Mr. John Blackburn that the Will of the late Rajah as expressed in the above stated documents would be carried out and his widows protected.

9. The above stated documents were also repeatedly recognized by other Officers of Government as embodying the Will of the said late Rajah Sirfojee and in particular in One thousand Eight hundred and Fifty seven and One thousand Eight hundred and Fifty eight by Mr. Phillips then Resident and Commissioner at Tanjore.

10. The said Defendant Vencut Row was the only one of the three persons directed in and by the said documents to have the management of the said Kulliana Mahal who could according to the customs of Hindoos and the said Rajah's family speak to and see the said widows personally and in consequence thereof the management of the said Kulliana Mahal devolved almost entirely upon him the said Iyacanna Pillay only occasionally assisting him in matters which from press of business or other causes he was unable to attend to personally and the said R. Bavajee Ramajee Pundit never interfering in any manner.

11. The said Iyacanna Pillay departed this life on or about the Fourteenth day of July One thousand Eight hundred and Thirty-six leaving the said R. Bavajee Ramajee Pundit and the Defendant Vencut Row him surviving and thenceforward the business of the said Kulliana Mahal was conducted by the Defendant Vencut Row with the advice and assistance of the said R. Bavajee Ramajee Pundit when the said Defendant Vencut Row thought fit to apply for the same until the time of the death of the said R. Bavajee Ramajee Pundit as hereinafter mentioned.

12. The said R. Bavajee Ramajee Pundit departed this life on or about the fifteenth day of April One thousand Eight hundred and Forty-four leaving the Defendant Vencut Row him surviving and thenceforward the business of the said Kulliana Mahal was conducted by the said Vencut Row alone until the time hereinafter mentioned.

13. The said Defendant Vencut Row with the concurrence of the said Iyacanna Pillay and R. Bavajee Ramajee Pundit during their lives time and of the survivor of them during his life time and after the death of the survivor of them on his own responsibility received from the Rajah Seevajee during his life time on account of the expenses of the said Kulliana Mahal the sum of Rupees Three thousand a month besides servants wages and travelling and other extra expenses being the same amount as had been paid for the same purpose by the said Rajah Sirfojee during his life time and also collected on behalf of the said Kulliana Mahal the rents and profits of the said property in the hereinbefore stated documents mentioned.

14. The said Defendant Vencut Row, with such concurrence and upon such responsibility as aforesaid applied such part as he thought necessary or advisable of the amounts so received by him as hereinbefore mentioned in and about defraying the expenses of the said Kulliana Mahal, and accumulated the residue thereof.

15. In and prior to the month of January One thousand Eight hundred and Fifty-four such accumulations had amounted together with the Cash left for the said Kulliana Mahal, by the said Rajah Sirfojee to the sum of Rupees One hundred thousand or thereabouts.

16. The said Rajah Seevajee being at that time in great want of money borrowed the said sum of Rupees One hundred thousand or thereabouts from the said Defendant Vencut Row promising to re-pay it with interest at six per cent per annum.

17. At the end of the year One thousand Eight hundred and Fifty-four the said Rajah having received his Punjum Hissa Balance from the East India Company repaid the loan in full with the interest that had accrued thereupon up to the date of payment.

18. Upon receipt of this money the Defendant Vencut Row determined to invest it in Government Securities and obtained through the Collector of Tanjore the sanction of the Government of Madras to his doing so on account of the ladies of the Kulliana Mahal of the late Rajah Sirfojee.

19. In pursuance of such determination and with such sanction as aforesaid the said Defendant Vencut Row on or about the First day of December One thousand Eight hundred and Fifty-four paid into the Collector's Office at Tanjore the sum of Rupees Sixty-four thousand part of the said sum of Rupees One hundred thousand and the same was shortly afterwards invested by the Accountant General and Treasurer of Fort Saint George in the purchase of four Government Promissory Notes of the Four per Cent Loan of Thirtieth June One thousand Eight hundred and Fifty-four for the aggregate sum of Rupees Sixty-four thousand and One hundred and one Government Promissory Note of the Five per Cent Public Works Loan of One thousand Eight hundred and Fifty-four and Fifty-five for the sum of Rupees Seven hundred in the name of the Collector of Tanjore for the time being ex-Officio Resident at His Highness's Court.

20. The said Government Promissory Notes remained in the custody of the said Accountant General and Treasurer of Fort Saint George in the Government Agency Department and the interest thereon was remitted by them from time to time as the same became due to the Collector of Tanjore and handed by him to the Defendant Vencut Row who expended it as he thought best for the benefit of the said Kulliana Mahal up to the time hereinafter mentioned.

21. The said Rajah Seevajee departed this life at Tanjore aforesaid on or about the Twenty-ninth day of October in the year One thousand Eight hundred and Fifty-five intestate and without leaving any male issue or any son by adoption or any brother him surviving.

22. Upon and shortly after the death of the said Rajah Seevajee the East India Company declared that the Raj and dignity of Rajah of Tanjore was extinct and that the state of Tanjore had lapsed to the said East India Company who thereupon assumed the whole dominions and sovereignty of the said state of Tanjore together with all the property estate and effects of the said Rajah Seevajee deceased of what nature or kind soever.

23. After the said East India Company had assumed the dominions and sovereignty of Tanjore and taken possession of the property of the said Rajah Seevajee as aforesaid they continued until the time hereinafter mentioned to pay the said monthly allowance of Rupees Three thousand to the said Defendant Vencut Row on account of the expenses of the said Kulliana Mahal and permitted him to collect the rents and profits of the said landed property and to receive the interest of the said Government Securities in manner hereinbefore mentioned and generally to continue the discharge of his duties as such Trustee as aforesaid for the Plaintiffs and the other ladies of the Kulliana Mahal.

24. On or about the Twentieth day of January One thousand Eight hundred and Fifty-seven the said Accountant General and Sub Treasurer of Fort Saint George sent the said several Government Promissory Notes to Mr. H. D. Phillips the then Resident at Tanjore who handed them over to the said Defendant Vencut Row with instructions to the said Defendant Vencut Row as the Trustee of the Rajah Sirfojee's Kulliana Mahal to which the Notes belonged to send them to him the said Resident every six months to enable him to draw the interest which might accrue thereon from time to time and remit the same to the said Defendant Vencut Row as had previously been done.

25. Subsequently and on or about the Sixteenth day of April One thousand Eight hundred and Fifty-seven a Government Promissory Note of the Five per Cent. Loan of One thousand Eight hundred and Fifty-four Fifty-five for Rupees Fifty thousand in which another part of the funds of the said Rajah Sirfojee's Kulliana Mahal had been invested in the name of the Collector of Tanjore ex-Officio Resident at His Highness's Court was handed over to the said Vencut Row by the said Resident with similar instructions as to the receipt of interest.

26. The said Vencut Row retained the said Government Promissory Notes in his possession until the time hereinafter mentioned but never sent them to the said Resident to enable him to draw the interest thereon and no interest whatever has been paid or received upon the said Notes since they were handed over to the said Defendant Vencut Row as aforesaid.

27. In or about the month of March One thousand Eight hundred and Fifty-nine the said Defendant Vencut Row having occasion to proceed to Madras handed over to the said Defendant Matosree Ladha Boye Ummah the said several Government Securities together with other valuable documents belonging to the said Kulliana Mahal and the keys of a cash chest in which the sum of Rupees Fifty-one thousand or thereabouts in cash belonging to the Trust fund of the said Kulliana Mahal and being the savings of the Department from February One thousand Eight hundred and Fifty-four to March One thousand Eight hundred and Fifty-nine was deposited.

28. During the absence of the said Defendant Vencut Row the Defendant Matosree Ladha Boye Ummah opened the parcel containing the said several Government Promissory Notes and documents belonging to the Kulliana Mahal which had been left with her by the Defendant Vencut Row and having ascertained its contents

put herself in communication with Mr. Henry Dominic Phillips then Commissioner of Tanjore on the subject and requested his advice as to the disposal of the said Government Promissory Notes.

29. The said Henry Dominic Phillips thereupon advised the said Defendant Matosree Ladha Boyee to request the then Government Agent Mr. Cadell to draw and remit to her the interest due upon the said Government Promissory Notes and that upon receipt of such interest she should apportion it equally according to the relative rights of the ladies among the members of the Kulliana Mahal who were then alive.

30. The said Henry Dominic Phillips at the same time advised the said Defendant Matosree Ladha Boyee Ummah to call upon the Defendant Vencut Row at once to associate with himself in the Trusteeship either the son of the late Trustee Iyacunna Pillay or some other respectable and properly qualified person as it was obvious that the affairs of the Mahal demanded more attention than with his infirmities the Defendant Vencut Row could afford to devote to them.

31. The Government of Madras also at or about the same time on the recommendation of the said Henry Dominic Phillips decided that the sum to be allowed for the expenses of the Kulliana Mahal after the First of January One thousand Eight hundred and Sixty should be Rupees Two thousand Four hundred and Sixty a month and that on the death of each lady of the Department except the said Defendant Matosree Ladha Boyee Ummah the allowance should be reduced by Rupees One hundred and Fifty a month and that on the death of the said Defendant Matosree Ladha Boyee Ummah the said allowance should be reduced by Rupees Three hundred and Sixty a month.

32. In or about the month of February One thousand Eight hundred and Sixty the said Defendant Vencut Row requested the Defendant Matosree Ladha Boyee Ummah to return to him the said Government Promissory Notes and documents and the keys of the said cash chest which he had left with her as aforesaid but she declined to do so asserting that she was entitled to the possession of them as the senior lady of the said Kulliana Mahal.

33. The said Defendant Ladha Boyee in further assertion of her pretended rights as the senior lady of the Kulliana Mahal in or about the said month of February One thousand Eight hundred and Sixty appointed one Mulla Row otherwise called Mullarsawmy to conduct the business of the said Kulliana Mahal and the said Mulla Row otherwise called Mullarsawmy in exercise of the pretended authority so conferred upon him entered the Department of the said Kulliana Mahal and ordered the people therein not to obey or abide by the directions of the said Defendant Vencut Row but to conduct all business according to the order of him the said Mulla Row otherwise called Mullarsawmy on pain of dismissal.

34. Up to the said month of February One thousand Eight hundred and Sixty the said Matosree Ladha Boyee had not set up or pretended to hold any superior or absolute power to the other ladies of the said Kulliana Mahal but on the contrary had scrupulously respected the rules of the said Department as laid down by the said Defendant Vencut Row.

35. On or about the fifteenth day of March One thousand Eight hundred and Sixty the Defendant Matosree Ladha Boyee still refusing to give up the said sum of Rupees Fifty-one thousand or thereabouts belonging to the said Trust the Cash Chest in which the money was secured was broken open by the said Defendant Vencut Row with the sanction of the then Collector of Tanjore and the money it contained sent to the said Collector's Treasury for investment in Government Securities.

36. The said sum was accordingly invested in the purchase of Government Securities in the name of the Collector of Tanjore for the time being ex-Officio Resident at His Highness's Court.

37. At or about the same time as the last mentioned occurrences, Mr. Henry Dominic Phillips the then Commissioner of Tanjore recommended to the Government of Madras that the said Kulliana Mahal Department should be broken up and each of the ladies should be paid separately as other private individuals and be allowed to go where they liked as the documents left by the said Rajah Sirfojee as hereinbefore mentioned did not constitute a Will but a Memorandum or instructions for guidance and that the said Defendant Ladha Boyee as the senior lady of the Department should receive the monthly sum of Rupees One thousand One hundred and Fifty including the expense of the Establishment and the other ladies Rupees One hundred each per month and further that the said sum of Rupees Fifty thousand which had been sent by the said Defendant Vencut Row to the Collector's Treasury for investment as hereinbefore mentioned should be divided between the ladies of the Kulliana Mahal giving the said Defendant Ladha Boyee a large share according to his said proposed arrangement of pensions.

38. On or about the Twenty-eighth day of May One thousand Eight hundred and Sixty each of the Plaintiffs received a letter from the said Henry Dominic Phillips the Commissioner of Tanjore and which was in the words and figures or to the effect following that is to say.

"Madam—I beg to inform you that the Government have determined that the system shall cease under which Vencut Row the Kariast of the Kulliana Mahal has hitherto received the monthly allowances of the Mahal in a lump and expended them.

"2.—It has further been determined that a monthly allowance of Rupees (79) Seventy-nine be paid to you. This may be received through any confidential agent whom you may appoint intimating his name in a formal manner to the Government Agent.

"3.—The allowance in question will be disbursed to you retrospectively from the first February last up to which date the old system has prevailed.

"4.—The Government have also directed that a sum of Rupees Fifty thousand lately delivered over to the Collector by your Kariast Vencut Row shall be divided between Ladha Bhai and the fourteen ladies of the Mahal in the proportion of Eight hundred and Ninety to Seventy-nine—under this arrangement you are entitled to receive Rupees One thousand Nine hundred and Seventy-eight Annas Fifteen and Pice Four for which you will be at liberty to submit an application to the Government Agent or the Collector who will remit the amount to you or pay it on your Account to any representative duly employed to receive it on your behalf.

"5. The Government have also ordered that the lands and choultry of the Mahal be placed under management by Vencut Row and another Kariast who is to be associated with him and that the Collector shall satisfy himself that their management is tolerably good.

"6. You are to understand that the allowance Rupees Seventy-nine now assigned to you is to cover the cost of any domestic private Establishment you may resolve to keep up for your own convenience and comfort, and I beg you will bear in mind that the two Kariasts will have no concern or power of control over such Establishment.

"7. It should consist of persons of your own selection and nomination and their wages should be paid from the allowance in question.

I have, &c.,

(Signed) H. D. PHILLIPS,

Commissioner.

"TANJORE, COMMISSIONER'S OFFICE, 28*th May* 1860."

39. The Plaintiffs immediately communicated the contents of the said letter to the Defendant Vencut Row with instructions to protest against the proposed distribution of the said sum of Rupees Fifty thousand and the said Defendant Vencut Row accordingly on or about the Thirtieth day of May One thousand Eight hundred and Sixty wrote and sent a letter to William Molle Cadell Esquire the then Government Agent at Tanjore protesting on behalf of the Plaintiffs against the proposed distribution of the said sum of Rupees Fifty thousand and requesting that the same might be invested in Government Securities or at all events that the money might not be divided until the result of a reference which the ladies of the Kulliana Mahal intended to make to Government was known.

40. It was also determined by the said Government of Madras that the lands and choultry of the said Kulliana Mahal should be placed under the management of the said Defendant Vencut Row and another Kariast who was to be associated with him.

41. On or about the First day of July One thousand Eight hundred and Sixty the Plaintiffs and the said Defendants Annundacanum Boyee Annapournee Boyee Gundika Boyee Yamoona Boyee Auroondoote Boyee and Varanasee Boyee addressed and sent a letter to the Government Agent at Tanjore protesting against these proceedings of the Madras Government and praying that the affairs of the said Kulliana Mahal might continue to be conducted as they had been for the last forty years.

42. In consequence of such several protests as hereinbefore mentioned the Government of Madras have refused to pay to any person any part of the said sum of Rupees Fifty thousand or the arrears of interest accrued due on the said Government Securities but have offered to pay to the said Defendant Vencut Row the pensions at the rate of Rupees Seventy-nine a month each of all the ladies of the said Kulliana Mahal except the said Defendant Ladha Boyee.

43. The said Defendant Vencut Row refuses to draw the pensions which the Government of Madras has offered to pay to him as aforesaid.

44. The said Defendant Ladha Boyee has for some months been receiving from the Government of Madras the sum of Rupees Nine hundred a month and has possessed herself of much valuable property belonging to the said Kulliana Mahal and is separate from the other ladies of the said Kulliana Mahal and is conducting herself in a way altogether opposed to the rules of that establishment and the wishes and directions of the said late Rajah Sirfojee.

45. The said Defendant Vencut Row is now an inhabitant of Madras residing at No. 9 Siva Moottea Moodelly Street in Mootial Pettah within the Black Town of Madras and is therefore subject to the jurisdiction of this Honorable Court.

PRAYER.

The Plaintiffs Pray as follows:—

1. That the said Document or paper writing bearing date the Twenty-eighth day of January One thousand Eight hundred and Thirty-two may be declared to be a good and subsisting Will or Declaration of Trust and that it may be declared that the said Iyacanna Pillay and R. Bavajee Ramajee Pundit and the Defendant Vencut Row were thereby appointed Trustees thereof and that the Palace at Trivadee with the Survamanium lands and houses attached thereto carriages jewels ready cash and other chattels and the allowances settled upon them by the Sirkar therein mentioned were thereby devised bequeathed assigned or made over to them and the survivors and survivor of them and the Executors or Administrators of such survivor upon Tr to pay and apply the annual income thereof in and about the maintenance and support in a style befitting their rank and position in life of the sa Twenty-six Sword Married Wives of the said Rajah Sirfojee and the survivors or survivor of them. And after the death of the survivor of them upon Trust for the Chuttrum in the said Document mentioned.

2. That the said four several Government Promissory Notes of the Four per Cent Loan of Thirtieth June One thousand Eight hundred and Fifty-four for the sum of Rupees Sixty-one thousand Four hundred the said Government Promissory Note of the Five per Cent Public Works Loan of One thousand Eight hundred and Fifty-four Fifty-five for the sum of Rupees seven hundred the said Government Promissory Note of the Five per Cent Loan of One thousand Eight hundred and Fifty-four Fifty-five for the sum of Rupees Fifty thousand and the Government Securities in which the said sum of Rupees Fifty-one thousand or thereabouts were invested now standing in the name of the Collector of Tanjore for the time being ex-Officio Resident at His Highness's Court may be declared to form part of the said trust property.

3. That the Defendant Vencut Row having survived the said Iyacanna Pillay and R. Bavajee Ramjee Pundit may be declared to be the sole Trustee of the said Property and to hold the same upon trust for the Plaintiffs and the Defendants M. Lahda Boyee Ummah Annundacanum Boyee Annapourna Boye Gundiha Boye Yamoona Boye Aroondootee Boye Paravasee Boye Parvatee Boye Bhavanee Boyee Shonabudra Boyee Aveemookta Boyee Manikurmha Boyee and Gauree Boyee as the surviving Sword Married Wives of the said Rajah Sirfojee.

4. That the Defendant the Secretary of State in Council for India may be decreed to pay the said several Government Promissory Notes now standing in the name of the Collector of Tanjore the Resident ex-Officio at the Court of His said Highness into Court to the credit of this cause and that the Sub-Treasurer of Fort Saint George with the privity of the Accountant General of this Honorable Court do pay the interest thereon as the same shall accrue due to the said Defendant Vencut Row to be by him applied in and about the trusts hereinbefore mentioned.

5. That the said Defendant the Secretary of State in Council for India may also be declared to pay out of the property of the said Rajah Seevajee come to his hands the said Sirkar allowance of Rupees Three thousand a month to the said Defendant Vencut Row to be by him applied in and about the said trusts.

6. That it may be referred to the Master of this Honorable Court to take due and sufficient security from the said Defendant Vencut Row for the due application of every part of the said trust property and the income thereof now or which may hereafter come to his hands custody possession or power or to that of any other person on his behalf.

7. That the said Defendant the Secretary of State in Council for India his servants and Agents may be restrained by the Injunction of this Honorable Court from in any way interfering or intermeddling with the said trust or the application of the income thereof.

8. That the Defendants may be decreed to pay the costs of this Suit.

9. That the Plaintiffs may have such further or other relief as the nature of the case may require.

NAMES OF DEFENDANTS.

The Defendants to this Bill of Complaint are R. Vencut Row and The Secretary of State in Council for India and Matosree Ladha Boyee Ummah Annundacanum Boyee Annapournee Boyee, Gundika Boyee, Yamoona Boyee, Auroondootee Boyee, Varanasee Boyee, Parvatee Boyee, Bhavanee Boyee, Shonabudra Boyee, Aveemookta Boyee, Manikurnika Boyee, and Gauree Boyee when they shall come within or become subject to the Jurisdiction of this Honorable Court.

NAME OF COUNSEL.

JOHN BRUCE NORTON.

NOTE.—This Bill is filed by Messieurs RITCHIE and SHAW of Madras Solicitors for the above named Plaintiffs.

(A true Copy.)

(Signed) B. BROOKS,
Deputy Registrar.

19

Supreme Court
Madras
(In Equity)

M Varada Boye
and another

vs

R Venkata Row
and others

(Copy
Bill.

Miller
(1866) Sov. 6 Table

Scope

Political Department

Proceedings of the Madras Govt

Read the following
letter from H. D. Phillips
Esq. Collector Commissioner
at Tanjore.

(Dated 17th Decr 1861. &c)

Ordered thereon 23d Decr 1861. No. 568.

Ordered that the replies
to the Interrogatories in the
Suit noted in the margin
be forwarded to the Advocate
Govt Solicitor with reference
to the Resolution of
Govt dated the 23d ultimo
No 521. and that he be di-
rected to settle the an-
swers that have to be filed
in the Supreme Court in
Communication with
Mr Phillips.

Watsons Veerada Boya & another
versus
R. Vencat Row & the Sec. of State
in Council for India & others.

+ replies to the interro-
gatories and the

J.P.

To the Advocate Govt Solicitor
with one enclos.
& H. D. Phillips Esq.
Sept 23d

No. 240

H.D.F.

Pol 1861 Depart

№ 568

Proceedings of Govt

Dy 23 Decr 1861.

Forward to the Acting Govt Solicitor Interrogatories in the suit Matorse Varela Boyce and another of Tanjore Pedro Varela Rowe and the Secty of State and others, filed in the Supreme Court

Pedro Varela & Ma Antonia Matorse in Ma Tanjore Suit &c

54 455