MR. G. 1—32,000—16-10-29.

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 340 Press Mis.

Dated 23. 8- ~~19~~ 1862

Not to be folded or roughly handled

Proceedings of the Madras Government, Political Department, 23*rd August* 1862.

Read the following papers:—

No. 62. From Messrs. RITCHIE and SHAW, Solicitors, Madras; to the Honorable T. PYCROFT, Esq., Chief Secretary to Government, Madras, dated 23rd April 1862.

We have the honor to forward herewith the Memorial of Syed Noor-ud-deen Buckharrie Sahib, to His Excellency the Governor in Council, and will thank you to lay the same before His Excellency in Council at your earliest convenience.

To His Excellency the Governor in Council,
Fort Saint George.

The humble Memorial of SYED NOOR-UD-DEEN BUCKHARRIE SAHIB, residing at No. 10 in Nullatumby Chetty Street at Triplicane.

Sheweth,

That your Memorialist entered in the service of Her Highness Ahmed-oon-Nissa Baigum Sahiba, the wife of Azeez-ool Moolk Bahadoor and the grand-daughter of Her late Highness Syed-oon-Nissa Baigum deceased as Ameen or Nacodah of her ship "Dariah Dowlet" in the month of Ramzan Hegiree 1252, corresponding to December 1836, and continued in such service until the end of the month of Suffer Hegiree 1259, corresponding to February 1844, on a salary of Rupees 100 per month and Rupees 30 as batta per month, together with an allowance for house rent to be paid to your Memorialist whenever he should remain ashore.

That Her said Highness Ahmed-oon-Nissa Baigum Sahiba being indebted to your Memorialist in a large sum of money as salary due to your Memorialist, and for money paid by your Memorialist to the use of Her said Highness, ordered Lutchman Pursaud the Khansamah or manager of her household Officers to address a letter dated the 12th Mohurrum Hegiree 1271, corresponding to the 5th October 1854, to your Memorialist, a true translation of which is annexed in the Statement A, hereunto attached, informing him that a balance of Rupees 7,175 was found in your Memorialist's favor as due to your Memorialist for his salary exclusive of house rent, &c.

That besides the said sum of Rupees 7,175, deducting a sum of Rupees 150 endorsed on the said Statement A, as paid on the 14th October 1857 so found to be due to your Memorialist as salary, your Memorialist claims a further sum of money as money paid to the use of Her said Highness amounting to the sum of Rupees 5,053 with interest at 2 per cent. per mensem from the 9th Suffer 1271 as per Statement hereto annexed marked B; and also in a further sum of Rupees 5,000 with interest at 2 per cent. per mensem from the 9th Suffer Hegiree 1271 for money paid by your Memorialist on account of Her said Highness to Hajee Ferook Syere of Calcutta also included in the said Statement marked B, and which said Statement B is a copy of a letter also from the said Lutchman Persaud on the Order of Her said Highness, being dated and sent to your Memorialist on the 9th Suffer of the Hegiree year 1271, corresponding to the 1st November 1854, and which said sums of Rupees 7,175 less Rupees 150 as aforesaid, 5,053 with interest as aforesaid amounting to Rupees 8,901-11-2, and the sum of Rupees 5,000 with interest as aforesaid amounting to the sum of Rupees 8,896-3-8, aggregate the sum of Rupees 27,875-14-10.

That your Memorialist has frequently applied to Her said Highness for the payment of the above sums, but she has taken no notice of the claim.

That Her said Highness is protected from process of Law under the provisions of Act 37 of 1858.

Your Memorialist therefore humbly prays your Excellency in Council, that your Excellency in Council will be pleased, under the provisions of Act 39 of 1858, to grant to your Memorialist the consent as required by that Act for process of Law to issue against Her said Highness, or that your Excellency in Council will be pleased to grant such further or other relief in the premises as to your Excellency in Council shall seem fit.

Madras, (Signed) SYED NOOR-UD-DEEN BUCKHARRIE SAHIB.
17*th April* 1862.

STATEMENT A.

To SYED NOOR-UD-DEEN BUCKHARRIE SAHIB.

After compliments. Be it known. That in accordance with the order of the Nawab Begum Sahibah and in compliance with your request, I herewith enclose an Account Current of your salary, exclusive of house rent, &c., as deduced from the Records of Davedy (Begum's household), shewing a balance in your favor of Rupees 7,175 actually due by the Nawab Ahmed-un-Nissa Begum Sahibah, and I trust the same will reach you. Nothing more, dated 12th Moharrum 1271, Hijree.

(Signed) LUTCHMEN PURSAUD.

14th October 1857, paid Syed Noor-ud-Deen Buckharrie Sahib, Rupees 150.

Memo. of salary of Syed Noor-ud-Deen Buckharrie, Ameen of the ship "Dariah Dowlet" from Ramzan 1252 Hijree to end of Suffer 1259 Hijree, at 100 Rupees per month exclusive of house rent according to orders.

For 6 years and 6 months...				7,800	0 0
Cash received, Rupees 625, viz. :—					
Paid 7th Ramzan 1252 Hijree through Lutchmen Pursaud..	Rs.	100	0 0		
Paid 29th Suffer 1253 Hijree by a Hoondie on Soorat Ram Motee Ram.....	,,	200	0 0		
Paid 14th Shaban 1253 Hijree sundry time.	,,	75	0 0		
Paid 24th Jama di a Sanie 1254 Hijree... ...	,,	250	0 0		
				625	0 0
				7,175	0 0

STATEMENT B.

MEMORANDUM.

The Account Current of batta, debt and other necessary expenses of Syed Noor-ood-Deen Bookharee, the Captain of the Vessel called "Durya Doulut" from 1st Rumzan of the Higeree year 1252 to the end of Suffer of the Higeree year 1259, which was entered in the Dufters (records) of the *Devody* agreeably to the order of Nawab Ahmud-oon-Nissa Begum Sahiba.

The necessary expenses of the vessel, &c., being the debt bearing interest at the rate of 2 per cent. Rupees 5,053, the particulars of which are as follows :—

The rent of a house at Bombay from 1st Showal of the Higeree year 1252 to the end of Mohurrum of the Higeree year 1259, being 6 years and 4 months...				532	0 0
The expense for searching out the Gun and Anchor, &c... ...				557	12 0
The particulars of the expense of the aforesaid, Rupees 557-12, is as follows :—					
Present to the man who searched out the Guns.	Rs.	341	4 0		
Paid for searching the Guns and Anchor through Gunput Set, before finding them out... ..		216	8 0		
For presenting a Petition in the Council...				25	0 0
For another Petition and Tappal expense...				22	0 0
For purchasing fruits for the use of Commodore Mr. Haine.				25	0 0
The expense of sending the Petitions to the address of his Highness and paid to Moonshee Sahib...				50	0 0
To the three passages of Syed Noor-ood-Deen from Bombay to Madras...				750	0 0
The expense for repairing the vessel...				882	0 0
To the expense of the batta from 1st Rumzan Higeree 1252 to the end of Suffer of the Higeree year 1259, being 6 years and 6 months at the rate of 30 Rupees a month...				2,340	0 0
Received as part payment for the aforesaid batta on the 17th Zeehiy of the Higeree year 1262 as per receipt of the batta in the presence of Madarool Miham of the Carnatic Durbar and Cazee-ool-Moolk Bahadoor through Lutchmun Purshad... ... ... Rupees 130					
Balance Rupees 2,210					
Total Rupees...				5,053	0 0

For the payment of the debt of Hajee Furrook Syer bearing interest at the rate of 2 per cent. which was contracted through the means of Ahmud the son of Kizar the Agent of Havjee Furoot Syere as per receipt and release... ... 5,000 0 0

Written on the 9th Suffer of the Higeree year 1271.

(Signed) LUTCHMEN PURSHAD.

Referred to the Government Agent at Chepauk for his report.

FORT SAINT GEORGE,
25th April 1862.

(Signed) T. PYCROFT,
Chief Secretary to Government.

No. 63. From Messrs. RITCHIE and SHAW, Solicitors, Madras; to A. J. ARBUTHNOT, Esq., Acting Chief Secretary to Government, Fort Saint George, dated 15th July 1862.

We have the honor to enclose a 2nd Memorial of Syed Noor-ud-Deen Buckharrie Sahib, to His Excellency the Governor in Council, and to request the favor of your preferring same to His Excellency in Council at your earliest convenience.

To HIS EXCELLENCY THE GOVERNOR IN COUNCIL,
FORT SAINT GEORGE.

The humble Memorial of SYED NOOR-UD-DEEN BUCKHARRIE SAHIB, residing at No. 10, in Nullatomby Chetty Street at Triplicane.

SHEWETH,

That your Memorialist preferred a Memorial to your Excellency in Council, on the 23rd day of April last, against Her Highness Ahmed-oon-Nissa Begum Sahiba, the wife of Azeez-ool Moolk Bahader and the grand-daughter of Her late Highness Syed-oon-Nissa Begum deceased, praying for your Excellency's consent, under the provisions of Act 39 of 1858, to sue Her Highness in the Supreme Court for the recovery of Rupees 27,875, Annas 14, and Pice 10, due by Her said Highness to your Memorialist.

That your Memorialist has not received any answer to his said Memorial from your Excellency in Council.

Your Memorialist therefore humbly prays for an answer to this Memorial, in the terms of the prayer annexed thereto.

MADRAS, *15th July* 1862.

سید نور الدین

Forwarded to the Government Agent at Chepauk for early report, in reference to the Memorial sent for his report on the 25th April last.

FORT SAINT GEORGE,
19th July 1862.

(Signed) A. J. ARBUTHNOT,
Acting Chief Secretary.

No. 64. From Major R. S. WILSON, Government Agent at Chepauk and Paymaster of Carnatic Stipends; to the Honorable T. PYCROFT, Chief Secretary to Government, Fort Saint George, dated 11th August 1862, No. 405.

* Herewith returned.
† Requested to be returned.

I have the honor, with reference to Government Endorsements, dated 25th April and 19th July 1862, on letters* from Messrs. Ritchie and Shaw, to forward herewith a letter† addressed to me by Nabob Ahmed-oo-Nissa Begum Sahibah containing that lady's reply to the claim brought against her by Syed Noor-oo-Deen Bokharee.

2. It will, I trust, appear to Government that such a matter as this cannot be properly settled in this Office. I do not however recommend, as requested by the Begum in the concluding

paragraph of her letter, that it should be referred to the Government Solicitor. The proper method of settling it appears to me to be to give the parties a fixed time to settle it themselves by agreement, with an understanding that if it is not settled by that time, the claimant will be permitted to sue the Begum in Court.

Nawab Ahamud-oon-Nissa Begum, presents her compliments to Major R. S. Wilson, Government Agent at Chepauk, and, in acknowledging the receipt of his letter of the 4th instant, begs to express her extreme regret for the delay which has unavoidably occurred in furnishing the reply promised in her letter of the 13th May 1862, and to request that the Agent will be so good as to accept her apologies for the same.

The principal cause of the delay has been occasioned by the search which had to be made among the records of Her late Highness Nawab Begum Sahiba, the grand-mother of Nawab Ahamud-oon-Nissa Begum, for documents bearing upon the claim of Syed Noor-oo-Deen. Certain papers have been found, which have put Nawab Ahamud-oon-Nissa Begum in a position to afford the reply required. The details are of considerable extent, but in order to shew the Government Agent her readiness when able to do so, to comply with his request, Nawab Ahamud-oon-Nissa Begum now begs to submit the following brief statement of the matter which it is trusted will be found satisfactory.

It appears from the papers in question that, Her late Highness Nawab Begum Sahiba purchased in the year 1830 a vessel named the "Dharia Dowlut." This purchase was made in the name of one of Her Highness' servants, Hojee Mahomed Omur, who for some time conducted, for Her Highness, the affairs of the vessel. Subsequently, Her Highness caused the vessel to be transferred to the name of the writer hereof, but the affairs of the vessel were solely transacted by Her late Highness Nawab Begum Sahiba or under her immediate direction and control; Nawab Ahamud-oon-Nissa Begum did, it is not unlikely, as nominal or ostensible owner of the vessel, sign papers connected with the vessel by *order* of Her late Highness, but she, Nawab Ahamud-oon-Nissa Begum, had no control whatever either over the vessel or the transactions connected therewith. That such was actually the case will be evident from the very documents put in by Syed Noor-oo-Deen marked A annexed to Messrs. Ritchie and Shaw's letter, dated 10th February 1862, and also recorded in his petition to Government. In that document, which is alleged to be a letter to the address of Syed Noor-oo-Deen by Lutchmun Pursad, a person who was employed by Her late Highness, Nawab Begum Sahiba, as the manager of her Devady or household, and bearing date 12th Mohorum 1271 Hijree, corresponding with the 5th October 1855, it is stated "that in accordance with the order of the Nawab Begum "Sahiba and in compliance with your request, I herewith enclose an Account Current of your "salary exclusive of house rent, &c., as deduced from the records of the Devady (Begum's house-hold)." Now if the claim lay against the writer hereof in consequence of the vessel being her property, it is clear that the vessel, together with the records connected therewith, would, as her property, have been placed at the disposal and under the control of her husband, she being at that time under coverture, but such was not the case, as the records together with the vessel continued under the control of Her Highness Nawab Begum Sahiba.

With regard to the claim itself Nawab Ahamud-oon-Nissa Begum begs to state that, in his petition to Government, dated 17th April 1862, Syed Noor-oo-Deen specifies three items of claim against her. The first is on account of wages, as Ameen or Nacodah of the Ship "Dharia Dowlut" from Ramzan Hijree 1255, corresponding with December 1836, to Suffer Hijree 1259, corresponding with February 1844 at Rupees 100 per mensem, and aggregating Rupees 7,025 as set forth in Statement A. attached to the petition. The records of Her late Highness Nawab Begum Sahiba do not at all shew that the services of Syed Noor-oo-Deen were engaged on the terms mentioned by him, that is, a monthly salary of Rupees 100, batta of Rupees 30 per mensem, and house rent whenever he remained ashore; nor do they shew that they were continued until Suffur Hijree 1259, corresponding with February 1844. But the records shew that Syed Noor-oo-Deen's salary was Rupees 30 per mensem, that house rent used to be paid and that his services were dispensed with on the 16th Rujab 1255 Hijree, corresponding with 25th September 1839, so that the claim preferred is utterly false and the details entered in the documents recorded in the Statement A, appended to Syed Noor-oo-Deen's petition to Government being unsupported by the records in question must be fictitious and untrue.

Proceedings of the Madras Government, Political Department,
23rd August 1862.

There are three points in the documents contained in Statement A which are worthy of notice. The first is that in the letter which is alleged to have been written by Lutchmun Pursad, it is stated that the account furnished was deduced from Her Highness' house-hold Records. Now Lutchmun Pursad had, two years before the date of the letter named above, in consequence of ill-health, resigned the service of Her Highness Nawab Begum Sahiba, and consequently he could not have had access to the records while on a bed of sickness. The next point is that in the letter alleged to be written by Lutchmun Pursad it is stated that that communication was written under the orders of her late Highness Nawab Begum Sahiba, whereas in his petition to Government Syed Noor-oo-Deen declares that it was written under the orders of Nawab Ahamud-oon-Nissa Begum.

The third point is that in the account given in Statement A, there is a marginal entry to the effect that Rupees 150 were paid by Nawab Ahamud-oon-Nissa Begum, and in Schedule C attached to Messrs. Ritchie and Shaw's letter to the Government Agent, dated 10th February 1862, it is explained that this sum was paid through the medium of a maid servant Mama-Ameen. This Statement carries with it every indication of improbability. Nawab Ahamud-oon-Nissa Begum is a married lady, her husband transacts all her pecuniary business and maintains a large establishment of writers, &c., for the purpose. It is therefore as strange and absurd as it is untrue that the payment could have been made in the manner described. Nor is it in accordance with the well known practice of Nawab Ahamud-oon-Nissa Begum who leaves the transaction of all pecuniary matters in the hands of her husband Azeez-ool-Moolk Bahadoor. The truth is that in order to give the claim a verisimilitude and thereby legal strength it was necessary that some previous acknowledgment thereof should be produced, and this has been attemped to be effected by the entry in question which is purely fictitious. It is unfortunate for Syed Noor-oo-Deen that he should employ the names of two individuals to establish his claim who have both been dead for some time, and consequently can give no evidence in the matter. Lutchmun Pursad and Mama-Ameen have both long since been dead. It is also unfortunate for Syed Noor-oo-Deen that when he presented to the Dewan of the late Carnatic Circar the documents entered in Statement A, for the purpose of the same being forwarded to the writer hereof, of which a true copy was furnished by the Dewan to Nawab Ahamud-oon-Nissa Begum's husband on the 12th August 1861, the item of Rupees 150 was not then shewn, but it is only subsequently after he had been shewn the legal value of such an entry that the item appeared in the account now furnished (six months after the abovementioned date) through Messrs. Ritchie and Shaw.

The second item of claim as entered in the Statement B, of his petition to Government is for Rupees 8,901-11-2, being the amount said to have been paid for the use of the writer hereof, viz., Rupees 5,053, together with interest, at the rate of 2 per cent. per mensem, inclusive of Rupees 2,340 on account of batta at Rupees 30 per mensem. As already said the records do not shew that any batta was allowed, but it is apparent that what was stipulated as wages is taken by Syed Noor-oo-Deen as batta. Furthermore, he claims this for 6½ years, whereas he served Her late Highness Nawab Begum Sahiba for only 2 years, 10 months and 10 days for which he was paid. Several of the amounts forming the above items of claim are perfectly false, and such of them as are supported by the records have all been disbursed as shewn by the records.

The third item of claim is for Rupees 8,896-3-8 and which is set forth in the said Statement B. as being amount said to have been paid on account of the writer hereof, to one Hajee Faraj Yoosoor of Calcutta, Rupees 5,000, together with interest at the rate of Rupees 2 per mensem.

With reference to this item Nawab Ahamud-oon-Nissa Begum begs to state that the amount alleged to have been paid to Hajee Faraj Yoosoor was not disbursed under any order either from Her Highness Nawab Begum Sahiba or from Nawab Ahamud-oon-Nissa Begum herself. As far

as it could be ascertained by enquiry, the details relative to the transaction which brought the ship "Dharia Dowlut" in connection with Hajee Faraj Yoosoor are as follows: In 1836, Lutchmun Pursad proceeded to Calcutta for the purpose of obtaining employment for the vessel and succeeded in getting it chartered by the above named Hajee Faraj Yoosoor for the sum of Rupees 8,250 to convey passengers from Calcutta to Jedda and back again, obtaining in the meantime as a loan from Hajee Faraj Yoosoor on his own Judgment Bond the sum of Rupees 5,000 which was to be paid only in the event of the vessel returning in safety to Calcutta. The vessel however through the neglect and misconduct of the crew who were all selected and appointed by Hajee Faraj Yoosoor himself, with exception of Syed Noor-oo-Deen, who received his appointment as Ameen or Nacodah of the vessel from Her Highness Nawab Begum Sahiba, was, notwithstanding the efforts of the passengers and Syed Noor-oo-Deen himself, wrecked off Aden, whereby the Hajee became liable for the vessel, the value of which was about Rupees 25,000. In fact while at Bombay where Syed Noor-oo-Deen happened to meet Hajee Faraj Yoosoor, he often requested Her late Highness Nawab Begum Sahiba to institute an action against the Hajee for recovery of the amount value of the "Dharia Dowlut" and even offered to conduct the suit if the necessary pecuniary aid were afforded. How then it is asked could Syed Noor-oo-Deen have, under the circumstances, paid the Rupees 5,000 named above to the Hajee, knowing as he especially did that, instead of any money being due to, there was a large amount owing by the Hajee and to be recovered from him? Besides, the Rupees 5,000 formed the amount of a Judgment Bond granted by Lutchmun Pursad in his own name. It is further necessary to point out the discrepancies between the claim of Syed Noor-oo-Deen as set forth in Messrs. Ritchie and Shaw's letter and in his petition to Government. The total amount claimed by Syed Noor-oo-Deen through Messrs. Ritchie and Shaw, is Rupees 12,078-12-0 which is composed of two items, viz., Rupees 7,023 after giving credit for Rupees 150, and Rupees 5,053-12 being the aggregate of sundry sums said to have been expended by Syed Noor-oo-Deen. In his petition to Government he claims the abovementioned two sums, plus Rupees 5,000 for money said to have been paid by him to Hajee Faraj Yoosoor of Calcutta and said to be included in the Statement marked B. and which Statement B. is described as "a copy of a letter from Lutchmun Pursad bearing date "and sent to Syed Noor-oo-Deen on the 9th Suffur of the Hijree year 1271, corresponding with "the 1st November 1854." Now having had this information before him at the time of his instructing Messrs. Ritchie and Shaw, to apply for the payment of his claim, it is certainly very strange that he should have omitted so large a sum as Rupees 5,000, and lost sight of so important a document. His accounts seem to grow with the lapse of time to increase with his wishes, and to shape themselves in accordance with the happy suggestions which he may happen to pick up. The truth of an account is considerably established by its unvarying character, and it is submitted that the want of this character in Syed Noor-oo-Deen's accounts must render them worthless. Lastly, it is submitted that the alleged claim must fall to the ground from the mere lapse of time and the operation of the statue of limitation.

Nabob Ahamud-oon Nissa Begum in conclusion begs that Major R. S. Wilson, Government Agent at Chepauk, will do her the favor to have the matter carefully and properly investigated, and if he will appoint a day for the purpose she will send, in proof of the several stategments made above by her Mootsudees, the whole of the accounts, correspondence and other documents relating to the matter under reference which have been found and traced in the records of Her late Highness Nawab Begum Sahiba. If Major R. S. Wilson finds it inconvenient to take upon himself so large, troublesome and tedious a labour, Nawab Ahamud-oon Nissa Begum Sahiba begs earnestly to solicit that the Government Agent will do her the favor to recommend to Government that their Solicitor be instructed to investigate the matter and report upon it in order to enable the Government to decide whether the exemption should be removed or not as was done in the case of the Dewan of the Carnatic Circar when a claim was preferred against him by one Goolam Dustgeer (see Government Order of the 30th August 1860.)

احمد النسا بیگم

8th August 1862.

No. 65. ORDER THEREON, 23rd August 1862, No. 340.

Resolved, as recommended by the Agent, that time be allowed to the parties until the 1st of October next to come to an arrangement regarding the claim referred to; and that Nabob Ahmed-un-Nissa Begum be informed that if the matter is not settled by that time, the Government will, on the application of the Petitioner, grant him permission to sue her in the established Courts.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. T. O'Connor.

1857

Political Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read the following papers:

Petitions from Syed Noor-ud-deen Bucklaurie Sahib, submitted thro' Messrs Ritchie & Shaw — Dated 23: April & 15: July 1862

Report thereon by the Sout[illegible] Agent at Chepauk — — — 11: August, 1862. No. 405

Order thereon 23d August 1862 No. 3410.

Resolved, as recommended by the Agent, that time be allowed to the parties until the 1st of October next to come to an arrangement regarding the plaint referred to; & that Nabob Alushed un Nissa Begum

Begum be informed that if the matter is not settled by that time, the Govt: will, on the application of the Petitioner, grant him permission to sue her in the establish-ed Courts.

To Govt: Agent pt Chepauk } Recd 23d "

" Syed Noor-ud-deen Buckhavie Sahib, in reference to his Petitions dated 17th April & 15 July/62 } Recd " 25th "

Pol. 1862. Department.

No. 340

PROCEEDINGS of GOVERNMENT.

Dated 23 August 1862

Granting time to the Sr. Act Nazeel to Sahib Ahmed un nissa Begum to settle the claims preferred against her by Syed Noor ud deen Buckhaire Sahib and informing her that if the matters is not settled by that time the Govt. will allow the application of the Petitioner

Grant their permission to sue her in the Established Courts.

4860] Madras—Printed at the Government Press.

Grant