

MADRAS RECORD OFFICE.

Government of Madras.

Police DEPARTMENT.

G.O. No. 378

Press
~~Mis.~~

Dated 19-9-1882

Not to be folded or roughly handled

*Proceedings of the Madras Government, Political Department,
19th September 1862.*

Read the following papers :—

Supreme Court, } Between Woodiagherry Gosayee Teekum Doss and Gunsham Doss respec-
Madras, } tively, Soucars—*Plaintiffs*,
In Equity. } and

Prince Azeem Jah Bahadoor the only son and heir and the administrator of the goods and chattels of Syed-oon-Nissa Begum deceased—*Defendants*.

No. 52. From Messrs. RITCHIE and SHAW, Plaintiffs' Solicitors; to T. PYCROFT, Esq., Chief Secretary to the Government of Fort Saint George, dated 22nd August 1862.

This suit was instituted against His Highness Prince Azeem Jah with the leave and sanction of the Governor in Council, as appears from Minutes of Consultation, under date the 27th day of April 1858.

That by the decree in this suit, dated the 28th day of February 1861, His Highness was ordered to pay into the Treasury to the credit of this cause a sum of Rupees 35,097-13-9 found to have been received by him as administrator of his deceased mother, and he was also by the said decree ordered to pay the costs of the suit when taxed, into the Treasury to the credit of this suit, as appears by a copy of the said decree herewith submitted.

The Governor in Council on the application of the then Plaintiffs' Solicitor by proceedings bearing date the 19th day of June 1861, directed that the sum of Rupees 35,097-13-9 so by the said decree ordered to be paid by His Highness into the Treasury, should be deducted from the arrears of His Highness' stipend remaining undrawn in the Treasury, and paid in to the credit of this suit, which was done accordingly—a copy of which proceedings is also herewith submitted.

The costs of this suit at the date of these last mentioned proceedings had not, and could not, then be ascertained, as the suit was not then concluded, but these costs have now been taxed, and amount to Rupees 13,094-2-0; as appears by the copies of the allocaturs of the Master of the Supreme Court, also herewith submitted.

As this suit is now concluded, with the exception of the apportionment amongst the creditors of the late Syed-oon-Nissa Begum, who have come in and proved their debts in this suit, of the sum now in the Treasury, to which should be added, under the terms of the said decree, the amount of these costs, we have the honor to request, that you will submit this letter with its enclosures to the Honorable the Governor in Council, with a view to a like order being passed in respect of these costs as was passed in respect of the said sum of Rupees 35,097-13-9, or should that be considered inexpedient, that the necessary order may be granted, to enable the Plaintiffs, to issue process against His Highness, to enforce payment of the said costs.

Referred for the opinion of the Advocate General, through the Acting Government Solicitor.

FORT SAINT GEORGE,
26th August 1862.

(Signed) T. PYCROFT,
Chief Secretary.

No. 53. From JOHN MILLER, Esq., Acting Government Solicitor, Madras; to the Honorable T. PYCROFT, Chief Secretary to Government, Madras, dated 11th September 1862, No. 407.

Dated 26th August 1862, and endorsed on Messrs. Ritchie and Shaw's letter to Government of the 22nd idem.

I. I have the honor to acknowledge the Order of Government noted in the margin and its enclosures.

2. Messrs. Ritchie and Shaw having only submitted to Government one of the decrees, viz., that of the 28th February 1861, I applied to them for the other decree which is dated 30th of August 1859, and for production of the original Bills of costs alleged to be taxed under these decrees. On receipt of the decree dated 30th August 1859, I discovered that that

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19th September 1862.*

decree did not direct the taxation of costs as between party and party, and that therefore the taxation of the costs under that decree was irregular, and not binding upon the Prince.

3. I thereupon submitted the whole of these facts with the papers for the consideration of the Advocate General, and I now forward a copy of his Opinion thereon.

4. I likewise return the Order above noted.

COPY—OPINION.

Mr. Ritchie's application is in respect of two items of costs, one of Rupees 8,662-15, and Rupees 4,431-3; the latter item is all right, and I am of opinion that it ought to be paid.

As regards the former, the case is very different. Mr. Ritchie produces the Master's allocatur, dated 28th October 1859, stating that the costs were taxed as between party and party under the decree dated 30th August 1859. This was an error, for the decree does not authorize taxation as between party and party.

The Prince attended the taxation of costs under the latter Order, that of 28th February 1861, and struck off several hundred Rupees. Government cannot speculate as to how much he might have had struck off from the former Bill, if the taxation had been authorized by an Order of Court, under which he would have been bound to attend; he was not bound to do so in the absence of a proper order.

Until these costs are regularly taxed, I cannot advise their being paid.

In the case of the second Bill of costs, I find that Rupees 1,329-4 was struck off, from a Bill of Rupees 5,767.

September 11th 1862.

(Signed) T. SYDNEY SMYTH,
Advocate General.

(True Copy.)

(Signed) JOHN MILLER,
Acting Government Solicitor.

No. 51.

ORDER THEREON, 19th September 1862, No. 378.

Resolved that the foregoing papers be communicated to His Highness Prince Azem Jah, through the Government Agent at Chepauk, and that His Highness be informed that he must pay the second Bill of costs amounting to Rupees 4,431-3 referred to in the Advocate General's opinion as being "correct," or Government will permit process being issued against him under Act No. XXXVII of 1858, to enforce payment.

2. Ordered that a copy of the Advocate General's opinion and of the foregoing Resolution be furnished to Messrs. Ritchie and Shaw in reference to their letter of the 22nd ultimo.

(Signed) T. PYCROFT,
Chief Secretary.

Exd. F. Cartledge

No. 1361 of 61.

*the Supreme Court of Judicature at Madras.
In Equity.*

*Vacation after the first Term
One thousand Eight Hundred
and fifty one.*

Present.

*Honorable Sir Adam Bittleston Knight, officiating
Chief Justice.*

*Thursday the twenty-eighth day
of February one thousand eight
hundred and fifty one, and in
the twenty fourth year of the
reign of Her Majesty Queen Victoria
Between Woodleigherry Gosayer
Teekum Goss, and Gusham
Goss respectively Plaintiffs*

*and
Prince Azem Jah Bahadur
the only son and heir, and the
administrator of the goods and
chattels of Yedoon Mysa
Begum deceased. Defendant*

(Signed) A. Bittleston



*Whereas by a Decree bearing date the
thirtieth day of August one thousand eight hundred
and fifty nine made at the hearing of this cause
on further directions and the costs reserved by the
Decree on the hearing of this cause and bearing
date the twenty seventh day of July one thousand
eight hundred and fifty eight. This Court did
(amongst*

(amongst other things) order that it should be referred back to the Master of this Honourable Court to sell the landed Property belonging to the estate of *Yed Oon Nissa Begum* the intestate in the pleadings named and in the schedules No 1 and No 2, to the Report of the said Master bearing date the sixteenth day of July one thousand eight hundred and fifty nine respectively mentioned to the best purchaser or purchasers that could be got for the same wherein all proper parties were to join as the said Master should direct and in order to such sale the parties were to produce before the said Master upon oath all deeds, Papers, Cudjans or other Muniments of title in their custody or power relating thereto and that the said Master should settle the conveyances or assignments of the said landed property in case the parties differed about the same. And whereby it was further ordered that the proceeds arising from and out of such sale or sales as aforesaid should be paid into the Treasury of Fort Saint George with the privacy of the Accountant General to the credit of this Cause until the further order of this Court and whereby it was further ordered that it should be referred to the said Master to ascertain and report whether the said Defendant had sold or mortgaged any and which of the houses or landed property of the said intestate *Yed Oon Nissa Begum* in the said schedules No 1, and 2 annexed to the said Report of the said Master respectively mentioned and that he should ascertain and Report the value of such houses or landed property so sold or mortgaged and whereby it was further ordered that it should be referred to the said Master to ascertain and Report the amount of rents, issues and profits of the houses or landed property of the said intestate

(in the said Schedules No 1 and 2, annexed to the said Report of the said Master respectively mentioned) received by the said Defendant since the thirtieth day of June one thousand eight hundred and fifty nine and for the better taking of such accounts and discovery of the matters aforesaid the parties were to produce before the said Master upon oath all deeds, Books, Papers, Cudjans, accounts and other writings in their custody or power, relating thereto and were to be examined upon interrogatories or viva voce or both as the said Master should direct who in taking the said accounts was to make unto the parties all just allowances and whereby it was further ordered that it should be referred to the said Master to ascertain and report the amount chargeable and due to and by the said Defendant for the use and occupation of the *Shady Mahant* in the said Report of the said Master mentioned from the thirtieth day of June one thousand eight hundred and fifty nine up to the day of sale or of his quitting the same, and whereby it was further ordered that it should be referred to the said Master to tax the costs of the said Plaintiffs as between solicitor and client and whereby it was further ordered that it should be referred to the said Master to calculate interest as against the said Defendant on all sums of money in the hands of the said Defendant from the date of the receipt of the same respectively to the date of payment thereof at the rate of Six per cent per annum. And whereby it was further ordered that it should be referred to the said Master to ascertain and report whether any other and what property belonging to the estate of the said intestate *Yed Oon Nissa Begum* still remained outstanding

outstanding and the nature and value thereof, and
whereby it was further ordered that it should be referred
to the said Master to take an account of the lands and
other properties forming a portion of the estate of the said
intestate remaining outstanding on mortgage and to
whom the same have been so mortgaged and for what
sums and on what Securities and the value of such
lands and other properties respectively, and it was
ordered that the said Master should be at liberty to
Report any special circumstances and make his report
on the matters above referred to him within three months
from the date of the said Decree with power to the said
Master for special Cause to enlarge the time so specified
as aforesaid and this Court did thereby reserve the
consideration of all further direction and subsequent
costs of this suit until after the said Master should
have made his Report and any of the parties were to be
at liberty, to apply to this Court as occasion should
require and whereas by an Order made in this Cause by
the Honorable Sir Adam Bittleson Knight bearing
date the sixteenth day of January one thousand eight
hundred and sixty. It was ordered that the said
Master should enlarge the time for making his report
in this Cause, and whereas the said Master in pursuance
of the said Decree on further direction of the said
thirtieth day of August one thousand eight hundred
and fifty nine and the said Judge's order of the said
sixteenth day of January one thousand eight hundred
and sixty, made his report bearing date the thirty-first
day of May one thousand eight hundred and sixty and
thereby certified that Charles Martin Teed Esquire the
former Master of this Honorable Court and himself
had been attended by Mr. Ritchie the Solicitor for
the said Plaintiffs and that Messrs. Bithams and
Stann the Solicitors for the said Defendant came before
to the said Charles Martin Teed and himself that
they would not attend before us on the reference so

made by the said Decree and he further certified
that in the presence of the Solicitor for the said
Plaintiffs he did proceed to sell such portions of
the Landed property belonging to the estate of
the said intestate as were in his power to sell in the
schedules Nos 1 and 3 annexed to the said Report
of the said Master respectively mentioned as had not
been previously sold or mortgaged by the said
Defendant as thereafter mentioned and on the eighteenth
day of November one thousand eight hundred and
fifty nine he put up such portions in thirteen Lots
and did sell the same to the best purchasers that
could be got for the same respectively and he further
certified that such portions of the said property
as were so put up for sale were sold for various
sums amounting in the whole to the sum of one
hundred and eighty thousand and one hundred Pounds and
he further certified that the proceeds arising from
such sale were paid by Mr. Ritchie, the Solicitor
for the said Plaintiffs into the Treasury of Fort
St. George with the privity of the said Accountant
General to the credit of this Cause as appeared by
the certificate of the Accountant General dated the
twelfth day of December, one thousand eight hundred
and fifty nine, produced before him and he further
certified that the said Charles Martin Teed
proceeded separate to ascertain whether the said
Defendant had sold or mortgaged any and which
of the Houses or Landed property of the said
intestate that were mentioned in the said Schedules
Nos 1 and 3 and the value thereof as by the said
Decree he was directed and he certified that a
state of facts and charge of the Plaintiffs as to
such Landed property so sold or mortgaged was
left with the said Master by the Solicitor for the
said

said Plaintiffs on the seventeenth day of October -
One thousand eight hundred and fifty nine in -
support and proof whereof certain papers were
produced and the several portions thereof in the said
report next thereafter mentioned were read and also
the account of the said Defendant left with the said
Master on the fifteenth day of September One thousand
eight hundred and fifty eight wherefrom a portion
(in the said report mentioned) was read and which
said state of facts and charge the said Charles
Martin Teed, allowed and such his allowance was
marked in the margin of the first page thereof and
he certified that the said Master found that -
subsequent to the death of the said Yedoonissa
Begum and prior to the report of the said Master
bearing date the sixteenth day of July One thousand
eight hundred and fifty, the said Defendant did
sell the three Houses or buildings with the ground -
next thereafter described that is to say first -
the House and ground called and known as -
Moocundoo Kaim's House situate in Turdak Moolapen
Street in Peddar Kaim's Tollah in the Black Town of
Madras, belonging to the estate of the said Yed
Don Nissa Begum, deceased, and in the said Schedules
numbered 1 and 3 mentioned and that the said
House and ground was of the full value of three
thousand and five hundred Rupees secondly, the
piece of ground with an old House thereon situated
at Mooleal Tollah in Muggappan Kaim's Street in
the Black Town of Madras, belonging to the estate
of the said Yed Don Nissa Begum, deceased, and in
the said Schedules numbered 1 and 3 mentioned -
and that the said last mentioned piece of ground
with

with the said old House thereon was of the full
value of two thousand eight hundred and forty eight
Rupees, and thirdly, the piece of ground with -
some buildings thereon called and known as the
"Hassani Bang" situate in Bazaar Street at Mylapore
also belonging to the estate of the said Yed Don Nissa
Begum deceased and in the said Schedules numbered
1 and 3 annexed likewise mentioned and that the
said piece of ground with the buildings thereon were
of the full value of two thousand Rupees, and he
further certified that the said Charles Martin
Teed also found that subsequent to the death of
the said Yed Don Nissa Begum and prior to the
report of the said Master bearing date the sixteenth
day of July One thousand eight hundred and fifty
nine, the said Defendant had mortgaged the -
piece of ground with some buildings thereon called
and known as the "Kawamb Begum Bazaar" likewise
situated at Mylapore also belonging to the estate
of the said Yed Don Nissa Begum and in the said
Schedules numbered 1 and 3 mentioned, and that
the said last mentioned piece of ground with
the buildings thereon were of the full value of
twenty two thousand and five hundred Rupees -
and he certified that the said Charles Martin
Teed further found that the said Defendant had
parted with the title deeds of the said several
Houses, buildings and pieces of ground and had
received the proceeds arising from such sales, -
and mortgage respectively, and had applied the
same for his own use and benefit, and he further
certified that the said Charles Martin Teed also
proceeded to ascertain the amount of rents issues
and profits of the Houses or landed property
of the said intestate (in the said Schedules
numbered 1 and 3 respectively mentioned) -
received

said Plaintiffs on the seventeenth day of October -
One thousand eight hundred and fifty nine in -
support and proof whereof certain papers were
produced and the several portions thereof in the said
report next thereafter mentioned were read and also
the account of the said Defendant left with the said
Master on the fifteenth day of September One thousand
eight hundred and fifty eight wherefrom a portion
(in the said report mentioned) was read and which
said state of facts and charge the said Charles
Martin Teed, allowed and such his allowance was
marked in the margin of the first page thereof, and
he certified that the said Master found that -
subsequent to the death of the said Yedon Nissa
Begum and prior to the report of the said Master
bearing date the sixteenth day of July One thousand
eight hundred and fifty, the said Defendant did
sell the three Houses or buildings with the ground -
next thereafter described that is to say first -
the House and ground called and known as -
Moocondoo Rao's House situate in Turdak Moolaspu
Street in Peddoo Naik's Pottah in the Black Town of
Madras, belonging to the estate of the said Yedon
Nissa Begum, deceased, and in the said Schedules
numbered 1 and 3 mentioned and that the said
House and ground was of the full value of three
thousand and five hundred Rupees secondly, the
piece of ground with an old House thereon situated
at Moolal Pottah in Muggappan Naik's Street in
the Black Town of Madras, belonging to the estate
of the said Yedon Nissa Begum, deceased, and in
the said Schedules numbered 1 and 3 mentioned -
and that the said Defendant had sold the said

with the said old House thereon was of the full
value of two thousand eight hundred and forty eight
Rupees, and thirdly, the piece of ground with -
some buildings thereon called and known as the
"Hoossain Baug" situate in Bazoor Street at Mylapore
also belonging to the estate of the said Yedon Nissa
Begum deceased and in the said Schedules numbered
1 and 3 annexed likewise mentioned and that the
said piece of ground with the buildings thereon were
of the full value of two thousand Rupees, and he
further certified that the said Charles Martin
Teed also found that subsequent to the death of
the said Yedon Nissa Begum and prior to the
report of the said Master bearing date the sixteenth
day of July One thousand eight hundred and fifty
nine, the said Defendant had mortgaged the
piece of ground with some buildings thereon called
and known as the "Nawab Begum Bazoor" likewise
situated at Mylapore also belonging to the estate
of the said Yedon Nissa Begum and in the said
Schedules numbered 1 and 3 mentioned, and that
the said last mentioned piece of ground with
the buildings thereon were of the full value of
twenty two thousand and five hundred Rupees -
and he certified that the said Charles Martin
Teed further found that the said Defendant had
parted with the title deeds of the said several
Houses, buildings and pieces of ground and had
received the proceeds arising from such sales, -
and mortgage respectively, and had applied the
same for his own use and benefit, and he further
certified that the said Charles Martin Teed also
proceeded to ascertain the amount of rents issues
and profits of the Houses or landed property
of the said intestate (in the said Schedules
numbered 1 and 3 respectively mentioned) -
received

received by the said Defendant since the thirtieth day of June, one thousand eight hundred and fifty nine as by the said Decree he was also directed, and he certified that a state of facts and charge of the Plaintiffs as to the amount of such rents issues and profits of the Houses and Landed property belonging to the estate of the said intestate received by the said Defendant between the thirtieth day of June one thousand eight hundred and fifty nine and the eighteenth day of November one thousand eight hundred and fifty nine, was left with the said Master by the Solicitor for the said Plaintiffs on the fourth day of February one thousand eight hundred and sixty in support and proof whereof certain papers were produced and the several portions thereof were read in evidence as in the said report recited and which said state of facts and charge the said Charles Martin Teed allowed and such his allowance was marked in the margin of the first page thereof and he certified that the said Charles Martin Teed found that the said Defendant had received the rents issues and profits of the Houses or Landed Property of the said intestate Syed Dow Kissa Begum deceased from the thirtieth day of June one thousand eight hundred and fifty nine up to the day of the date of the sale thereof namely the eighteenth day of November one thousand eight hundred and fifty nine and that such rents issues and profits so received by the said Defendant amounted in the whole to the sum of two hundred and twenty five Rupees per mensem which for four months and eighteen

pages

days amounted to the sum of one thousand and thirty-five Rupees and he further certified that the said Charles Martin Teed also proceeded as by the said Decree he was directed to ascertain the amount chargeable to and due by the said Defendant for the use and occupation of the Shady Mahaul (in the said Report of the said Master mentioned) from the thirtieth day of June, one thousand eight hundred and fifty nine, up to the day of the sale thereof, and he certified that a charge of the Plaintiffs for the use and occupation of such Premises called the Shady Mahaul was left with the said Master by the Solicitor for the said Plaintiffs on the fourth day of February, one thousand eight hundred and sixty in support and proof whereof was read a portion of the Examination of Pethumber Doss who had been examined viva voce before the said Master on the eleventh day of March, one thousand eight hundred and fifty nine, and which said charge the said Master allowed and such his allowance was marked in the margin of the first page thereof and he certified that the said Charles Martin Teed found that the said Defendant had used and occupied the said premises called the Shady Mahaul (part of the estate of the said Syed Dow Kissa Begum deceased) from the thirtieth day of June one thousand eight hundred and fifty nine, to the eighteenth day of November one thousand eight hundred and fifty nine, the day of the sale thereof and was up to that date in the possession and occupation of the same and that the said premises were of the monthly value

value of three hundred Rupees which from the
thirtieth June one thousand eight hundred and fifty
nine to the eighteenth day of November one thousand
eight hundred and fifty nine being four months
and eighteen days amounted to the sum of one thousand
three hundred and eighty Rupees and he further
certified that the said Charles Martin Teed bore
the costs of the said Plaintiffs as between a creditor and
debtor as by the said decree he was directed at the sum
of eight thousand six hundred and sixty two Rupees
and fifteen annas, and he further certified that he
had proceeded to calculate interest as against the said
Defendant on all sums of money in the hands of him the
said Defendant from the date of the receipt of the same
respectively, to the thirty first day of May one thousand
eight hundred and sixty at the rate of six per cent per
annum - and he certified that a charge of the Plaintiffs
and calculation of interest on all sums in the hands of
the said Defendant was left with him the said Master
by the Solicitor for the said Plaintiffs on the thirtieth day
of March, one thousand eight hundred and sixty, which
said charge was subsequently amended on the third and
fifth days of April one thousand eight hundred and sixty
and that in support and proof of such charge certain
papers were produced and the several portions thereof
in the said Report mentioned were read in evidence and
which said charge he the said Master had allowed to
the extent marked by him in the margin thereof and that
he had in a schedule numbered 1 therein annexed set forth
the particulars of the calculation of interest on all such
sums in the hands of the said Defendant from the date of
the receipt of the same respectively to the thirty first day
of May one thousand eight hundred and sixty at the
rate of six per cent per annum and he further certified
that no proceedings had been taken before the said
Charles Martin Teed or himself as to that part of the
said

said Decree whereby it was ordered that it should
be referred to the said Master to ascertain and report
whether any other and what Property belonging to the
estate of the said Intestate was owing to or by the said
still remained outstanding and the nature and value
thereof and to take an account of the Jewels and
other properties forming a portion of the estate of
the said Intestate remaining outstanding on
Mortgage and to whom the same have been so
Mortgaged and for what sums and on what
securities and the value of such Jewels and other
properties respectively. The Solicitor for the said Plaintiffs
not having left any state of facts or charge before the
said Charles Martin Teed or himself to enable them to
report the same and he certified that the said Charles
Martin Teed and himself had enlarged the time for
making the said Report as by the said Decree and
order they were empowered - and this cause coming
on this present day before this Honorable Court to be
heard for further directions and subsequent costs
of this suit reserved by the said Decree bearing date
the said thirtieth day of August one thousand
eight hundred and fifty nine in the presence of
counsel learned on behalf of the said Plaintiffs
and Defendant and on behalf of Cock Spuloo
Naidoo and Cock Sankiah Naidoo and Pondicherry
Poonasawmy Chetty respectively purchasers of property
sold by the said Master under the directions of this
Honorable Court in this suit whereupon and upon
hearing read the said Decree bearing date the said
thirtieth day of August one thousand eight hundred
and fifty nine and the Judges order bearing date
the sixteenth day of January one thousand eight
hundred and sixty and the said Report of the said
Master

Attest bearing date the said thirty first day of May one thousand and eight hundred and sixty and the two several Orders of this Honorable Court made in this Cause on the part of the said Pooka Spaloo Naidoo and Cack Nambiah Naidoo and the said Poudichery Ponnaswamy Chetty bearing dates respectively the eighth day of February one thousand eight hundred and sixty one and also the Certificate of the said Accountant General of this Honorable Court in the words and figures following that is to say:—

42.

Supreme Court } Between Woodingberry Casage &
Equity Side. } Tekum Gals and Gusham Gals
respectively, concurs. Hamitts and Prince. From
Jah Bahadur the only son and heir and the
administrator of the Goods and Chattels of yed
Don Nipso Begum deceased Defendant.

I hereby certify that according to the books of the Supreme Court the Funds standing at the credit of the above Cause are as follows viz:

In sixty two Promissory notes of the \$2 per Cent
Loan of 31st May 1859.

4th 7090 dated 31st May 1859, bearing interest from 30th Jan 1860 for 6 1/2%
2000-0-0

" 7898 "	do	"	do	"	do	"	1000-0-0
" 7899 "	do	"	do	"	do	"	1000-0-0
" 7900 "	do	"	do	"	do	"	1000-0-0
" 7901 "	do	"	do	"	do	"	1000-0-0
" 7902 "	do	"	do	"	do	"	1000-0-0
" 7903 "	do	"	do	"	do	"	1000-0-0
" 7904 "	do	"	do	"	do	"	1000-0-0
" 7905 "	do	"	do	"	do	"	1000-0-0
" 7906 "	do	"	do	"	do	"	1000-0-0

No 7907 dated 31st May 1859, bearing Interest from 30th Nov 1860 for 6 Mth

					1000-0-0
					1000-0-0
7908	"	do	"	do	1000-0-0
8000	"	do	"	do	1000-0-0
8009	"	do	"	do	500-0-0
1976	"	do	"	do	1000-0-0
1975	"	do	"	do	1000-0-0
1974	"	do	"	do	1000-0-0
0315	"	do	"	do	2000-0-0
0316	"	do	"	do	2000-0-0
0318	"	do	"	do	2000-0-0
0319	"	do	"	do	2000-0-0
4157	"	do	"	do	500-0-0
14721	"	do	"	do	2000-0-0
14722	"	do	"	do	2000-0-0
14723	"	do	"	do	2000-0-0
14724	"	do	"	do	1000-0-0
14725	"	do	"	do	1000-0-0
14726	"	do	"	do	1000-0-0
14727	"	do	"	do	1000-0-0
14728	"	do	"	do	2000-0-0
16556	"	do	"	do	2000-0-0
16557	"	do	"	do	2000-0-0
16558	"	do	"	do	2000-0-0
16559	"	do	"	do	5000-0-0
16560	"	do	"	do	5000-0-0
16561	"	do	"	do	5000-0-0
16562	"	do	"	do	500-0-0
16563	"	do	"	do	500-0-0
18021	"	do	"	do	500-0-0
18022	"	do	"	do	500-0-0
18023	"	do	"	do	500-0-0
18024	"	do	"	do	500-0-0
18025	"	do	"	do	500-0-0
18026	"	do	"	do	500-0-0

N^o 10027 dated 31st May 1859 bearing Interest from 30th Nov^r 1860 for 6 Rs^s

" 10028	"	do	"	do	"	do	"	500-0-0
" 10029	"	do	"	do	"	do	"	500-0-0
" 10030	"	do	"	do	"	do	"	500-0-0
" 10031	"	do	"	do	"	do	"	500-0-0
" 10032	"	do	"	do	"	do	"	500-0-0
" 10033	"	do	"	do	"	do	"	500-0-0
" 10034	"	do	"	do	"	do	"	500-0-0
" 10035	"	do	"	do	"	do	"	2000-0-0
" 10036	"	do	"	do	"	do	"	2000-0-0
" 10037	"	do	"	do	"	do	"	3000-0-0
" 20704	"	do	"	do	"	do	"	5000-0-0
" 20705	"	do	"	do	"	do	"	3000-0-0
" 20706	"	do	"	do	"	do	"	2000-0-0
" 20707	"	do	"	do	"	do	"	3000-0-0
" 20708	"	do	"	do	"	do	"	1000-0-0
" 20709	"	do	"	do	"	do	"	1000-0-0
" 29106	"	do	"	do	"	do	"	5000-0-0

In Cash not bearing Interest 27,500-0-0

In do. being Interest drawn and credited to this Cause 2008-11-3

27,569-0-5

Company's Rupees 125,069-0-5

This Certificate is granted as per application from Mr.
P. B. Gordon, Plaintiff's Solicitor dated 4th April 1861.

Fort St George Secy. Genl. Office,
9th April 1861.

R. P. Harrison,
Accountant General Supreme Court

Examined E. Teixeira
C. T. G.

And upon hearing what was alleged by the
Counsel for the said Plaintiff and Defendant and for
the

the said Cock Iyaloo Naidoo and Cock Iyaluk
Naidoo and the said Pondicherry Ponnasammy
Chetty. This Court doth order that the Sub-Treasurer
of Fort Saint George with the privity of the Accountant
General of this Honorable Court do set apart one or
more security or securities for the aggregate sum of Rupees
Five thousand (5000) from and out of the funds
standing to the credit of this Cause and in the Certificate
of the said Accountant General mentioned and set
forth and carry such sum of Rupees five thousand
(5000) to an account to be entitled "amount reserved
in respect of Cock Iyaloo Naidoo and Cock Iyaluk
Naidoo" subject to the further order of this Honorable
Court and this Court doth further order that the said
Sub-Treasurer with the like privity of the said Accountant
General do also set apart one or more security or securities
aggregating the sum of Rupees one thousand and three
hundred (1300) from and out of the said fund
standing to the credit of this Cause and in the said
Certificate of the said Accountant General mentioned
and set forth and that the same be carried to an
account to be entitled "amount reserved in respect of
Pondicherry Ponnasammy Chetty" subject to the further
order of this Honorable Court and this Court doth order
that for the purpose of setting apart such two sums
aforesaid the said Sub-Treasurer with the like privity
of the said Accountant General be at liberty to
subdivide any of the security or securities in the said
Certificate of the said Accountant General mentioned
and set forth and this Court doth order that after
setting apart such two sums aforesaid the said
Sub-Treasurer with the like privity of the said
Accountant General do sell and convert into cash
all the residue of the Government Securities in the
said Certificate of the said Accountant General
mentioned and set forth and this Court doth order
that it be referred to the Master of this Honorable
Court

Court to pay the costs of Lock Iyaloo Kandoo and
Lock Pauliah Kandoo respectively purchasers of
property sold by the said Master under the directions
of this Honorable Court in this suit of and incident to
the order made in this cause and dated the eighth
day of February one thousand eight hundred and
sixty one and also of and incident to their appearance
this day as between Solicitor and Client and also to
pay the costs of Pondicherry Ponnasammy Chetty a
purchaser of property sold by the said Master under
the directions of this Honorable Court of and incident
to his appearance this day as between Solicitor and
Client and that such costs when so taxed as aforesaid
and certified at the foot of this decree under the
signature of one of the Judges of this Honorable Court
be paid by the Sub Treasurer of Fort Saint George
with the privity of the said Accountant General of
this Honorable Court to Messieurs Boyson and
Miller the Solicitor for the said Lock Iyaloo
Kandoo and Lock Pauliah Kandoo and Pondicherry
Ponnasammy Chetty respectively from and out of
the funds standing to the credit of this cause and
in the said Certificate of the said Accountant
General mentioned and set forth and this Court
doth further order that it be referred to the said
Master to pay the costs of the said Plaintiffs of
this suit subsequent to the last taxation thereof
under the decree on further directions bearing
date the said thirtieth day of August one thousand
eight hundred and fifty nine as between Solicitor
and Client and that such costs when so taxed
as aforesaid and certified at the foot of this
decree under the signature of one of the Judges
of this Honorable Court be paid by the said Sub

Treasurer with the like privity of the said Accountant
General to Mr Phillip Rodie Gordon the Solicitor
for the said Plaintiffs from and out of the funds
standing to the credit of this cause and in the
said Certificate of the said Accountant General
mentioned and set forth and this Court doth
order that it be referred to the said Master to
ascertain the clear residue of the said funds
standing to the credit of this cause, after payment
of such costs as aforesaid and after setting apart
the said two several sums of Rupees five thousand
(5000) and Rupees one thousand and three hundred
(1300) as aforesaid and to apportion such clear residue,
amongst the creditors of the said Iyed Donkysen
Besim the intestate in the pleading named who
have proved their said claims before the said
Master according to the sums reported due to them
and he is to make a separate Report of the matters
aforesaid and this Court doth order that the several
sums so to be apportioned to such creditors when
certified at the foot of this decree under the
signature of one of the Judges of this Honorable
Court be by the said Sub Treasurer with the
like privity of the said Accountant General paid
to them respectively or to their duly constituted
Attorneys or Attornies or to the legal persons or
representatives of such of them as may be dead
from and out of the funds standing to the credit
of this cause and this Court doth order that it
be referred to the said Master to pay the costs
of the said Plaintiffs of this suit as between
party and party and that such costs be paid
by the said Accountant into the Treasury of
Fort Saint George with the privity of the said
Accountant

Accountant General to the credit of this suit
and this Court doth order and decree that the
said Defendant do also pay into the Treasury
of Fort Saint George with the privity, of the said
Accountant General the sum of Rupees thirty
five thousand and ninety seven, annas thirteen,
and piec six, (35,097-13-9) being the aggregate
amount chargeable against the said Defendant
and in the said Report of the said Master bearing
date the said thirtyfirst day of May one thousand
eight hundred and sixty mentioned and set forth.
And this Court doth order that the said Sub-
Treasurer with the like privity of the said
Accountant General do invest the said monies
so to be paid in by the said Defendant for costs
as aforesaid and also the said sum of Rupees
thirty five thousand and ninety seven, annas
thirteen, and piec six (35,097-13-9) when so
paid in by the said Defendant as aforesaid
in one or more security or securities of the
Government of India and carry such security
or securities to the credit of this cause there-
to abide the further order of this Honorable
Court and this Court doth order that it be
referred to the said Master to continue his
enquiries as to any further outstanding estate
of the said intestate, *Rad. Gov. Nya Begum*
with liberty to the said Master to Report
any special circumstances. And this Court
doth order that the said Master do make
his Report on the matters above referred to
him within three months from the date of
the service of this decree on him with power
to

to the said Master for special cause to
enlarge the time so specified as aforesaid and
this Court doth reserve all further directions and
subsequent costs of this suit until after the said
Master shall have made his further Report and
any of the parties are to be at liberty to apply
to this Court as occasion shall require.

By the Court

Signed B. Brooks
Registrar.

Signed J. B. Gordon
Plaintiffs Solicitor.

Supreme Court
Madras
In Equity
Woodcherry Gosayer
and others
Prince Azem Sah
Bahadur &c.

Copy of Decree dated
 the 28th day of February
 1861. -

Political Department
 Proceedings of the Madras Government

Read again the following letters:-
 From P. B. Gordon Esq^r Solicitor for Teekum Doss and Gumshee
 Doss, and the Government Solicitor, dated respectively, 10th
 and 15th May 1861, N^o 1448, recorded in Proceedings of the
 25th idem, N^o 263.

From the Government Agent at Chepauk and Paymaster of
 Carnatic Stipends, dated 11th and recorded in Proceedings
 of the 15th June 1861, N^o 281.

Order thereon, 19th June 1861, N^o 286.

The Government resolve to cancel their Order of the 15th instant,
 N^o 281, and to authorize the Sub-Treasurer to pay into the Treasury
 of Fort Saint George the sum of Rupees (35,097-13-9) thirty-five
 thousand and ninety-seven, Annas
 thirteen and Pice nine, to the credit
 of the Suit* noted in the margin, as
 required by the Decree of the
 Supreme Court in the said Suit
 and to debit the amount against
 the undrawn arrears of H. H. Prince
 Azem Sah's stipend

* W. G. Teekum Doss and Gumshee
 Doss respectively Plaintiffs,
 Versus
 Prince Azem Sah Bahadur &c.
 the only son and heir and the
 Administrator of the goods and
 chattels of Syed-oon-hipsa Begum
 deceased, Defendant.

(True Extract.)

Signed J. Pycroft,
 Chief Secretary.

To the Government Agent at Chepauk.
 " Government Solicitor,
 " Accountant General
 " Civil Paymaster.
 " Sub-Treasurer, with a copy of the Decree, and papers
 entered on Proceedings, 25th May 1861, N^o 263, and
 Treasury Order. -
 To P. B. Gordon, Esq^r Solicitor.

Jayed in pursuance of the Decree made
in this Cause and bearing date the
thirtieth of August last as between Party
and Party at Rupees eight thousand six
hundred and fifty Two annas fifteen
and Jayed as between Solicitor and
Client at Rupees eight thousand eight
hundred and seventy seven annas seven
this Twenty eighth October 1859.

C. M. Seed

/ True Copy /
Richard R. Shaw

Jayed in pursuance of a Decree dated
the Twenty eight day of February last as
between Solicitor and Client at Rupees five
thousand six hundred and forty six and
annas three and as between Party and
Party at Rupees ^{four thousand four hundred} ~~two thousand and ten~~
^{and thirty one annas three} ~~and annas ten~~ This 9th day of August
1861.

C. M. Seed
Master

/ True Copy /
Richard R. Shaw

For the late
Master
C. Dale
Master.

Political Department.

PROCEEDINGS of the MADRAS GOVERNMENT.

Read the following letters:

From Messrs. Ritchie & Shaw

(Dated 22nd August, 1862)

From Esq. Govt. Solicitor

(—"—" 11th Sept. —. — N^o 407)

Order 19th Sept. 1862 N^o 348.

Resolved that the foregoing papers be communicated to His Highness Prince Azem Shah, through the Govt. Agent at Bhepauk, & that His Highness be informed that he must pay the second Bill of costs amounting to Rupees 4,431-3. referred to in the Advocate General's opinion as being "convey" "all night", or Govt. will permit process being issued against him under

W. J.

W. J.

under Act No XXXVII of
1858 to enforce payment.

2 Ordered that a copy
of the Advocate General's
opinion & of the foregoing
Resolution be furnished
to Messrs Ritchie & Shaw
in reference to their letter
of the 22nd ultimo.

[Signature]

To Govt. Agent at Chepauk
Messrs Ritchie & Shaw } disp^d 20th

John 1862. Department.

No. 378.

PROCEEDINGS OF GOVERNMENT.

Feb 573 Feb 162-7/69

Dated 19 July 1962

Commencing
Certain before this Court,
myself twice appeared,
that the Court should
and return it that
the Court of the
Bill of the Court
Refused to do so
in the Court of the
opinion as being correct
or Court of the Court
being that Court
was not the Court of the Court

No enforce payment.