M.R. O. 1—32,000—15-10-20.

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 13 Press Mis.

Dated 18-1- 19 1863

Not to be folded or roughly handled

Proceedings of the Madras Government, Political Department,
15th January 1863.

No. 13. Read the following letter from JOHN MILLER, Esq., Acting Government Solicitor, Madras; to the Honorable A. J. ARBUTHNOT, Chief Secretary to Government, dated Madras, 24th December 1862, No. 537.

I have the honor to return the copy of the Special case which was forwarded with the Proceedings of Government noted in the margin, with the amendments referred to in my letter of the 13th instant, No. 527, added.

Dated 16th December 1862, No. 506, Political Department.

No. 14. ORDER THEREON, 15th January 1863, No. 13.

To be recorded.

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

Exd. T. McMootry.

Special Case.

In the Supreme Court of Judicature at Madras.

In Equity

Between Ghoolam Mahomed Niamud Khan of Madras Mahomedan Inhabitant ——— Plaintiff

and

Clement Dale Esquire the Receiver of Carnatic property ——— Defendant

1. The Nabobs of the Carnatic were independent Sovereign Princes and Al
of the British Government.

2. The said Nabobs had Palaces at Trichinopoly and Arcot attached to
and in their Neighbourhood were considerable quantities of land which lands were
retained and Kept under the immediate enjoyment of the Nabobs. These lands we
usually designated "Baughs or Gardens."

3. Amongst a large number of such Baughs Gardens and lands so retai
and enjoyed by the Nabobs were the Two Baughs or Gardens and the lands whe
the subject of the present Case viz.t

1.st A Garden situate at Dafeer Koorum and Koorambaddie near Arcot
known by the name of Ally Baugh containing 147 10/16 Cawnies.

2.ndly 33 3/16 Cawnies of land situate outside the hedge of the Unwar Baugh a
Arcot aforesaid.

3.rdly Three separate pieces of land forming the Ancer Baugh at Warriore
Trichinopoly containing 31 Cawnies - 3 Grounds and 432 Square feet
particularly mentioned and described in the Perwanas or Grants se
in Paras 29 and 38 of this Case -

4. The said Gardens and lands previously to and at the time of signing the
of 1781 formed part of the Territorial possessions of the Nabobs of the Carnatic.

5. In the year 1781.

" ——— " - 1785 - 28th - Ju
" ——— " - 1787 - 24th - February. And
" ——— " - 1792 - 12th - July Treaties were entered into between the th
East India Company and the Nabob Mallajah by the Treaty of 12th July 1792 (a
2/ The Company agreed to maintain a Military Force - and the Nabob agreed
contribute annually a certain sum of money as his share of the expence of such
/ By Article 3/ It was agreed that in the event of War breaking out in the Carnat
and Countries appertaining to either party and dependant on the Carnatic or co
-tiguous thereto, and so long as such war should last, the Company should pos

full authority over the Carnatic "except th
"Nabob amounting to Star Pagodas 2,1
"of the Jaghiredars of the said Jaghires,
"the said Company, shall be continued
"only and except also certain Charities
"the same conditions as are mentioned
was agreed that if the Nabob's share
specified the Company might assure
=tioned in the Schedule Nº 2 annexed
6. The Gardens and lands in que
=tained in article 3, but they are inclu
Schedule Nº 2.
7. The Nabob Wallajah died on
his Son Oondut Ul Omrah who died
8. On the death of the Nabob
=covery of correspondence between the
with Hyder and Tippoo. The East In
of the then late Nabob's posession and
lands in question.
9. Communications were opened
Ali Hussain the eldest Son of Oondu

ascend the Musnud.
10. On the 31st of July 1801 a Treat
Company with Azim Ul Dowlah, a Nep
was on the same Day placed on the Mu
11. Such last mentioned Treaty w
"of the Territories of Arcot and for vestin
"Military Government of the Carnatic
By article 1 Azeem ul Dowlah was
with the Dignities dependent thereo
Carnatic. By article 3 the Company
support of the Military Force necessar
protection of the rights person and prop
agreed that the sole and exclusive ad
Governments of all the Territories and
and exclusive right to the Revenue th
the said Revenues as should be appl
Nabob and for the support of his digni
Company and By article 5, It was
the Carnatic should be annually allo
said Nabob and of his own immed

Jaghires belonging to the family of the said
911 which on condition of the good behaviour
end of their fidelity to the said Nabob, and to
them subject to the pleasure of the said Nabob
amounting to Star Pagodas 21,366 subject to
with respect to the Jaghires" / By article 8/ It
should not be paid at the times therein
le management 9/10ths of the Districts men=
to the said treaty.
tion are not included in the exception con=
led in the Districts mentioned in the

the 13th of October 1795 and was succeeded by
the 15th of July 1801.
Oondut Ul Omrah consequent on the dis=
Nabob's Wallajah and Oondut Ul Omrah
Ria Company possessed themselves of the whole
property including the said Gardens and

between the Government of Madras and
ut Ul Omrah, but he was not allowed to

y was entered into by the then East India
hew of the Nabob Oondut Ul Omrah, and b
sued by the East India Company.
as "for settling the succession to the Soubadary
the administration of the Civil and
in the Company" / And amongst other thing
ormally established in the State and Ran
of his ancestors theretofore Nabobs of the
harged itself with the maintenance and
for the defence of the Carnatic and for th
ety of the Nabob. By article 4 It wa
inistration of the Civil and Military
dependencies of the Carnatic with the fo
reof / with the exception of such portions
opriated for the maintenance of the said
nity / should be for ever vested in the said
greed that one fifth of the net revenues o
ted for the maintenance and support of
ate family &c.

In

12. In June 1802 the said Gardens and lands were at the desire of the Nabob — Azim ul Dowlah Bahadoor restored by the Government of Madras together with other Gardens and lands to His said Highness and from him they have descended in — Succession to His successors.

13. On the restoration of all the said Gardens and lands to the said Nabob — Officers were appointed by him to have charge thereof to manage them who forwarded their accounts to a Department at the Chepauk Palace called "The Dewan — Mahl" or Revenue Department which was conducted by Officers of the Nabob — under the Superintendance of the Dewan of the Durbar and separate Dufters in respect of the property at each Place were Kept — In these Dufters were entered the Collections made by the said Officers from the said Gardens and Lands — which collections are termed "Revenues" in the said Dufters.

14. The Dufters Kept in respect of the Property at Trichinopoly were headed "The Receipt and expenditure of the Grear Gardens at Nathud Nuggur or "Trichinopoly for Fusly 1211 Commencing from 19th Marsi month up to Amie — "month, corresponding with the Persian year 24 Shaval of the Hegeri 1216 to 12th — "Rabeelaval Hegeri 1217 — Property in charge of Ghouse Mahomed Khan Bahadoor "Naib Nazim" — A separate Dufter was kept for each Fusly.

15. In those Dufters the rent or revenue collected by the Nabob's Officers from "The Ameer Baugh including the said 31 Cawnies 3 Croundo and 432 Square feet aforesaid was entered annually from Fusly 1211 / A. D. 1801/2 / to Fusly 1255 / A

D 1845/46 / 32

16. From Fusly 1256 / A. D. 1846/47 / to Fusly 1264 / A. D 1854/55 / both — inclusive no entry is made in the Dufters left in the Diwane Mahl shewing the receipt of any rent or revenue in respect of the Ameer Baugh, but during these — years the rent or revenue arising from "The Ameer Baugh" was remitted by the Naib Nazim in charge of the Gardens at Trichinopoly to the Dewan of the Carnatic Durbar at Madras and the receipt of the revenue was noted in his official Dufters. —

17. In the Dufters Kept in the "Dewan Mahl" for Fusly 1265 / A. D. 1855/56 / there is an entry to the following effect — "Ameer Baugh Cash received for 26 Cocoanut Trees sold Rupees 1 " 10 — "

18. The Dufters Kept by the Officers under the Dewan in respect of the property at Arcot were headed "The receipt and expenditure of Mahomedpore or "Arcot for Fusly 12 from 1st Month corresponding with "12 Hegeri up to Month corresponding with "Hegeri" — A separate Dufter was kept for each Fusly.

19. The Nabobs received the rents or Revenues derived from The Ally Baugh — "and the said 33 3/16 Cawnies of land without the Ameer Baugh from Fusly 1212 / A. D. 1802/3 / to Fusly 1255 / A. D. 1845/46 / and their receipt is entered in the — Dufters for those years kept in the Dewan Mahl."

20. From Fusly 1256 / A. D. 1846/47 / to Fusly 1259 / A. D 1849/50 / no — entry is made in the Dufters Kept in the Devani Mahl shewing the receipt of

of any revenue in respect of the said Ally Baugh and the said 33 3/16 Cavonies of land. But during those years the rent or revenue arising therefrom was remitted by the Naib Nazim in charge of the property at Arcot to the Dewan of the Carnatic — Durbar at Madras and the receipt of such revenues was entered by the said Dewan in his official Dufters.

21. On the 3d. of August 1819. The Nabob azim ul Dowlah died.

22. He was succeeded on the Musnud by his eldest Son Azeem Jah who died on the 13th. of November 1825.

23. He was succeeded on the Musnud by his only Son Ghoolam Mahomed Ghouse the last Nabob.

24. The Nabob Azim Ul Dowlah left 5 widows, viz^t. 2 Shadi and 3 Nikah, also 6 Sons and 4 Daughters; viz^t. 3 Shadi Sons and 2 Shadi Daughters and 3 Nikah Sons and 2 Nikah Daughters, but on his death the said Gardens and lands in question were not divided according to Mahomedan Law among his Widows Sons and Daughters but the whole of them descended to his eldest Son and Successor Azeem Jah.

25. The Nabob Azeem Jah left 2 Widows viz^t. one Shadi and one Nikah — also 1 Shadi Son and 2 Nikah Daughters yet in like manner on his death the said Gardens and lands were not divided under Mahomedan law among his — Widows Sons and Daughters but the whole of them descended to his only Son — and Successor.

26. The Nabobs of the Carnatic kept the accounts and affairs of the State perfectly distinct from their private or personal transactions separate and distinct Cutcherries or Departments were kept in respect of each. The Cutcherries for conducting the accounts and affairs of the State were called "The Durbar" "The State" or "the Circar" Cutcherries and were from 15 to 20 in number, while that for conducting his own private or personal affairs was called "The Jebe Khas Department" Sums were transferred monthly to the Jebe Khas from other Departments for the private and personal purposes of the Nabob and altho' the servants of the Jebi Khas were all (equally with them of other Departments Departments never took cognizance of the Jebi-Khas — while on the other hand, the — under the General control of the Dewan of the — these Durbar Cutcherries was confined e[x]- — Circar Servants, yet the Durbar or State — expenditure of any sum transferred to the — whole of the other Departments were all — Durbar and the entries in the accounts of — exclusively to Circar matters.

27. The Dufters of the "Devani Ma[h]- — " as also those of the Dewan of the Carnatic — Durbar referred to in this Case "were "D[u]- — bar" "State" or "Circar" accounts and — were in no way connected with "the "Jeb[e] — i Khas Department". No entry in respect — of the rents or revenues of the Gardens an[d] — d Land in dispute was ever made in — the Dufters of the Jebi Khas Departme[nt].

28. In the year 1845 His Highness — Ghoolam Mahomed Ghouse was Nabob — of the Carnatic and the Plaintiff Ghoolam — Mahomed Naimut Khan who is — the Son of one Mahomed Yesuf was in — the Nabob's service in the capacity of

Darogah

Darogah of the Kitchen and Madar ool Omrah Bahadoor was the Dewan of the Carnatic Durbar.

29. Ghoolam Mahomed Niamut Khan the Plaintiff was a salaried servant of the Nabob.

30. On the 30th April 1845 the Nabob signed and delivered to the Plaintiff a Document in the Persian language in favor of the Plaintiff of which the following is a translation.

God is the Provider
of daily Bread.

(Seal.)

Oudai Oomarai Azum Oosk, shan Sahib oos siefe wal Kulum Moodubkere Oomoorie aelum Nawul Ameer ool Hind Wala Jah Azum Jah Comdut ool Oomara Fukhrool Oomara Madarool Moolk. Mookhtar ool Moolk Sirajood Dowlah Ramshumood Dowlah Mohummud Unwar ood Deen Khan Mohummud Manawur Khan Bahadoor Bahadoor Jung Sepah Salar Soobadari Moolk Carnatic.

One piece of Garden measuring 147 Cawnies 10 Annas and a quarter (or 10 and a quarter sixteenth of a Cawney) being the name of Aly Baugh and consisting of 5 ponds (that is to say) tanks and one Well and trees and the land situated without the hedge of Anwar Baug consisting of 33 Cawnies and 13 Annas (or thirteen Sixteenth of a Cawney) are the property of the Circar at arcot I have in compensation of the sources rendered by Gholam Mahomood Son of Mahommud Yoosoof given them that is to say one piece of Garden measuring 147 Cawnies 10 Annas and a quarter Sixteenth of a Cawney bearing the name of Aly Baugh and consisting of 5 tanks, 1 Well, together with trees the detail of which will be known from what is written on the back of this paper and together with the lands situated without the hedge of Unwar Baug and measuring 33 Cawnies and 13 Annas of a Cawney by way of Inam or present with every thing in and on them. It is required that the person above alluded to and his heirs should by considering them as an everlasting Inam keep in his and their possesion from generation to generation apply the proceeds thereof to his and their use and engage himself and themselves in praying for the Estate wherefore these few words have been written and given by me with my own hand by way of Permaund to be a Summud or vouche for the future to every individual who will succeed me in my affairs By× Wallajah Comdut ool Oomara Mookhtar ool Moolk Sirajood Dowlah Ghoolam Mohummud Ghous Khan Bahadoor Bahadoor Jung. Written on the 22d twenty second day of Rabee oos sany of the Hegire Year 1261 / 30th April 1845.

(In the English Language)

In consideration of the faithful services rendered by Gholam Mohumood Son of Mohummud Yoosoof to me I hereby make him a present of my

× By is the sign manual
affixed at the end of every
Document executed by
Nawaub of Carnatic.
Tellugu T. D.

my Garden Plea situated at the Village of Areol consisting of 181 Cawnies 10 Grounds 2100 Square feet 5 Tanks 1 Well and some Trees. He the Gholam Mahmood and his heirs may possess it and appropriate its Revenues to his and their use from generation to generation this is therefore written and delivered on the 22nd of Rabee oossanee of the Higeree 1261 as a Purwanah for future reference.

Wallajah Oondutul Omrah Mookhtarmul Moolk Sirajood Dowlah
Gholam Mohummud Ghous Khan Bahadoor Bahadoor Jung.
22nd Rabeeoossanee
the Hegeree 1261.

/In Persian/

Post Script.

The English writing which is written below the above written Persian writing and above this Persian writing is the translation off the first above written Persian writing but the translation is not word for word a true Copy of this has been given to Madarool Mihaum or the Chief Manager of the Circar affairs that is to say to Madarool Omra Bahadoor on the 22nd day of Rabeeoossany in the year of Hegeree 1261 and the English writing is also in my own hand writing.

Gholam Mahummud Ghous.

On the back of the Document)

Boundaries.

and other necessary information touching the land of Aly Baug and the land situated without the hedge of Anwar Baug.

181 Cawnies - 16 Grounds - 2100 Square feet.

147 Cawnies 10¼ Anna

Check Bundee or definition of boundaries together with other necessary explanations regarding Aly Baug.

On the west the land of Corapanady Village

147 Cawnies.
10¼ Annas.

On the East public road leading to Arnee.

On the North the land of Corapanady Village.

On the South the land of Valet Cawnies Village.

The conjectured detail of the trees:

Self grown Mango trees	1500.	Palmira trees	1500.
Wild Guava trees	270	Wild berry trees	3.
Jambou or Jumbolana trees	50	Tamarind trees	153.
Wood apple trees	2	Wild Fig trees	5.
Moha trees	28	Jugube trees	23.

Besides the above there are numerous wild trees 33 Cawnies 13 Annas.

In

6.

In consequence of the land being the Cultivation land the definition of its boundaries that is to say of the land situated without the hedge of the Gardens called Unwar Bang is not in the Corear and therefore it is not written but other necessary information are given here in writing that the above said Land that is to say 33 Cawnies and 13 Annas situated without the hedge of Unwar Bang is divided into 3 parts - Two parts are in the Belly or centre of the Lake (each) at the distance of ten or twelve Cawnies of the land of some other person. These two parts receive water from the above said Lake through the Channel of the Great-river the third part which is below the Lake receives water from the Lake of the Great Village there is no tree of any kind whatsoever the said land and it is only the land cultivation.

Gholam Mohummud Ghous.

×30th April 1845.

On the twenty Second day of Rabee Oos Sance of the Hegeree Year 1261. this Purwanah which is Drawn by His Highness's own hand was granted in my presence to Gholam Mahomed.

Abdool Vahab entitled Madar ool Doura Madar ool Mihaum or the Chief Manager of the Durbar of the Nabob of the Carnatic.

It is admitted for the purposes of this Case that the word "Corear" does not necessarily mean State.-

31. No other consideration than that mentioned in the preceding Document passed between the Plaintiff and the Nabob for the granting of that Document.

32. The Nabob had a large number of Gardens at Arcot and in its neighbourhood, the Ally Baugh is situated in the Villages of Dassee pooram and Koorambaddie, about five miles from Arcot. The Plaintiff however contends that by the Document set out in para 30 of this Case. The Ally Baugh has been conveyed to him in perpetuity.

33. On the same day 30th April 1845 the Plaintiff signed a petition in Persian of which the following is a translation.

God.

This Slave after presenting his respectful compliments and Obeisances begs to represent to your bountiful Highness that in consequence of granting the lands consisting of One Hundred and Eighty One Cawnies, ten Grounds, two thousand one hundred and one Square feet

96

fect for the Support of this Slave and
-ration to Generation and in conseque
is to say a Purwana (or Grant) drawn
Highness he has been highly dignified
land be retained into the hands of the
be continued to be paid to this slave
Bahadoor Madarool Moham or the Chief
when this Slave shall make a dem
shall want he may by prepresenting
the Chief Manager of the Durbar take
of the Circar To represent more is to transgress the bounds of respect.—

34 On that Petition Ghoolam Aly Who was at that time meer or Head Moonshee or the Chief Secretary of the Durbar made an Endorsement-in Persian of which the following is a translation-

On the twenty Second day of the Month of Rabeeosany of the Hegeree year 1261 an Order has been issued to this effect that in Consequence of its being necessary and as an act of great urgency it is hereby ordered that Rookmood Dowlah Bahadoor should write a letter to the address of Madar

× 30" April 1845-

Doomra Bahadoor Madarool Moham or the Chief Manager of the Durbar for the purpose of Complying with the request of the Petitioner and that he should give an Order to Nizamood Dowlah Bahadoor to this effect. That from this day which is the twenty Second day of the Months of Rabeeosany of the Hegeree year 1261 he should Separate and exclude the proceeds &c. of the Garden called Aly Baug and of the land situated without the hedge of Unwar Baug and included among the Circar lands attached to arrot from the proceeds of the Circar lands belonging to the Circar and Continue to deliver the same from time to time in charge of Madar Ool Moham Durbar or the Chief Manager That is to say Mudarool Doomrah Bahadoor Arustoo Jung for the purpose of delivering up to the Inamdar or Grantee Whose Original petition is above mentioned Bahadoor and he should further instruct him that in the event of the above said Madarool Doomrah Bahadoor or the Madar Ool Moham for the time being giving an Order to the Officers of that place to discontinue the Superintend -ence and Controls of the Circar they should that very time cease their Superintendence and Control from it and deliver up the above mentioned lands to any person or behalf of whom the Madar Ool Moham shall grant the Order.

35 On the same day (30th April 1845) a letter in Persian

persian was addressed and sent by the Same (Ghoolam Aly) as Such Head Moonshee) to Nazim ood Dowlah the then President in Charge of the Dewani Mahl of which the following is a translation-

God

Nazim ood Dowlah Bahadoor the President in Charge of the Dewani Mahl or Revenue Department-

My dear Sir,

Looking to the impending necessity and the great Emergency I write agreeably to the order of His illustrious Highness that from the Twenty second day of the month of Rabee oos Sany of the Hegiri year 1261, the date of writing this letter you should exclude and Separate the Revenue &c^a. of (the Garden) Aly Baug and of the land lying out of the Hedge of (the Garden) Anwar Baug included in the lands of the Circar attached to Arcot from the amount of the Revenues of the Circar lands which belong to the Circar and Continue to deliver up the same from time to time in Charge of Madar ool Mihams or the Chief Manager of the Durbar that is to say Madar ool Oomrah Bahadoor Krustoo Jung for the purpose of being paid over to the Amdar whose original application remains with the said Bahadoor and issue Orders that in the event of the said Madar ool Oomrah Bahadoor or Madar ool Miham (or the Chief manager for the time being) ordering the Officers of that place to withdraw the authority exercised by them on the part of the Circar they shall forthwith withdraw their Control from and transfer the said lands to any person who shall be directed by the Madar Miham

9b

(to receive)

(Signed) Ghulam Aly
Head Moonshy of the Durbar-

From the Persian Office
written on the 22^d. day of the
month of Rabee oos Sani of the
Hegiree year 1261-

+ 30th April 1845-

36. On the same day (30th April 1845) the said Ghoolam Aly addressed and Sent to the Dewan of the Carnatic Durbar a letter of which the following is a translation-

God

Madar ool Oomra Bahadoor Madar ool Miham or the Chief Manager of the Durbar-

Sir.

Agreeably to the Order of His illustrious Highness I do herein enclose a Petition which has this day been addressed with an Order of His Highness and I do as directed by His illustrious Highness inform you that that Gentleman should proceed to act according to the wishes of the Petitioner and with respect to this necessary instructions have been issued to Meer Mujhs or the Head Officer in Charge of Dewany Mahl (Revenue Department) so that a Copy

of

9

of the Same has been enclosed by me for the information of that Gentleman-

From the Persian Department written on
the 22nd day of the month of Rabee oossany of
†30th April 1845- the Hegira† year 1261-

Ghoolam Aly
Moer moonshy or the
Chief Secretary of the Durbar

37- On the Same day (the 30th of April 1845) Nazim oad Dowlah as the President
in Charge of the Devani Mahl addressed and sent to the Naib Nazim at Arcot a letter
of which the following is a translation-

God

Hyder Hasun Khan Bahadoor

You should Separate and exclude from the Records Connected with Arcot the
amount of Revenue Vsa of (the Garden) Aly Baug and of the land lying out of the hedge
of (the Garden) Anwar Baug from the twenty Second day of the months of Rabee oossanee
of the Hegira year 1261 and Continue to deliver up the said Revenue from time to time in
Charge of Madar Ool Oomrah Mooddubeer Ool moolk mookhtar oad Doulah Wizarut
Khan Bahadoor Arustoo Jung the madar Ool Miham or the Chief manager of the
Durbar for the purpose of being paid over to the Inamdar whose Original Petition re-
mains with the said Madar Ool Miham or Chief manager- The receipt of the said
Amount of Revenue will be sent by the said Bahadoor when madar Ool Miham or
the Chief manager for the time being shall write in your name for withdrawing
your authority from and making over the said lands to the said Inamdar, You should
withdraw your Control, and make over the said lands to the said Inamdar together
with boundaries of both the landed properties ie Aly Baug and the land above alluded
to and after making an entry of the deduction on the Record of that place Communicate
the same to the Record of the Devani Maul or Revenue Department of the Circar- Consider
this is a peremptory Order-

On the Envelope

Hyder Hoosain Khan Bahadoor
the Nabob Nazim or Deputy Superintendent of the Gardens at
Mohummud poor on the back of the Envelope

Twenty Second day of the
month of Rabee oossanee
×30th April 1845- of the Hegiree year ×1261

Signature of
Nazim oad
Doulah-

On account of non
separation of the seal

10

38. The Dewan never did Order the Officers at Arcot to withdraw the Authority exercised by them on the part of the Circar Consequently they never did withdraw their Control over nor did they transfer the said Garden or Lands or either of them to any of Person but the Same Remained in their Charge and Custody as Circar Servants at the death of the Nabob and the Same are now in the possession of the Receiver-

39- That the purpose of this Special Case only but not otherwise it is admitted that the Moonshee was Authorised verbally by the Nabob to make the endorsement Set out in para 34 and to write and Send the Letters Set out in paras 35 & 36 and that Nizam Cod Doulah was authorised by the Nabob to write and Send the letter mentioned in Para 37 and that in Consequence of the 3 Letters Set out in paras 35, 36, & 37 the Revenues arising from the said Aldy Baugh & the said 33 3/16 Cawnies of Lands, Ceased to be credited in the Duftors of the Dewan ni Mahl, & were Credited by the Dewan of the Carnatic Durbar in his Official Duftors-

40- On the 4th June 1845 the Nabob Signed another Document in the Persian language in favor of the Plaintiff of which the following is a translation-

God is the Provider
of daily bread-

(21)

Oondar Oomra Azeem Oosh Shaun Sahib Ous Sief wol Kahum Moodabeer

Oom Oomoorie Aulum Nabob Ameer Ool Hind Wala Jah Ruzum Jah Oondut Ool Oomra Tukhrool Oomra Madar Ool Moolk Mookhtar Ool Moolk Siraj ood Doula, Roushun Ool Dowla, Mahomed Unwur ood Deen Khan Mahummed Moonawur Khan, Gholam Mahomed Ghous Khan Bahadoor Shamshul Jung Bahadoor Jung Sipah Salar, Soobadar Soobadari Moolki Carnatic-

Three pieces of the land of Ameer Baug Consisting of thirty one Cawnies thirteen Goontahs and four Annas /i-e three Grounds and 1432 Square feet/ the whole of which makes one Garden which is Called Ameer Baug and is Situated in Triche-nopoly together with one House &ca being the property of the Circar the detail of the four boundaries of each of the three piece-s and other necessary explanations will be Known from the Chuk[x] bundee written on the back of this Documentary paper, I have in Compensation of the Services rendered by Gholam Mahomed Son of Mahummud Yusuff Given them (that is to say) the above mentioned Ameer Baug and the House &ca by way of inam or pre-sent together with every thing in and on them- It is required that the person al-luded to and his heirs should by Consi-dering them always as an everlasting Inam Keep in his and their possession from Generation to Generation, apply the Revenues thereof to his and their use and engage himself and themselves praying for the estate- Wherefore I have with my own hand written and Given these few words by way of a Purwanna

[x] Chuk bundee means the de finition of boundaries.

to

to be a Sunnud or voucher for the future to every individual who will succeed me and my affairs Bys[x]

Wala Jah Omdatool Oomra Mookhtar Ool Mooulk, Sirajood Dowla, Gholam Mahummud Ghous Khan Bahadoor Bahadoor Jung-

Written on the 28th Twenty Eighth day of Jamady Ool Oola in Hegeree Year 1261-

/In the English language/

In Consideration of the faithful services of Gholam Mahmood son of Mahummud Yoosoof I hereby make him a present of three pieces of land Consisting of 31 Cawnies 3 Grounds and 432 Square feet and a house &c situated at the Village of Trichinopoly- He the Gholam Mahomed and his heirs may possess it and appropriate its Revenues to their use from Generation to Generation this is therefore written and delivered on 28th Jamadee Ool Aoul of the Hegeree year 1261[x]

[x] Bys is the sign manual affixed at the end of every document executed by men of Consequence.

[x] 11th June 1845

28th Jamadee Ool Audl of the Hegeree Year 1261 } Wala Jah Omdut Ool Oomrah Mooktar Ool Mooulk Sirajood Dowlah Gholam Mahummud Ghouse Khan Bahadoor Bahadoor Jung-

/In Persian/

12

Post Script

The English writing which is written below the above written Persian writing and the above this Persian writing is the translation of the first above written Persian writing but the translation is not word for word - A true Copy of this has been given to the Madar Ool Mihum or the Chief manager of the Circar affairs that is to say to Madar Ool Oomra Bahadoor on the twenty Eighth day of the month of Jamadee Ool Oola in the year of Hegeree 1261 and the English writing is also in my own handwriting-

/Gholam Mahummud Ghous/

on the back of the Document

Boundaries

With other necessary information of Ameer Baug situated in Trichinopoly-

12

On

On the South Public Road bearing to and Mangal

On the west of the house of Wright

Two pieces of the land of Ameer Baug

on the East of the House of Mookyd Shah Surgoah.

On the North Ele

monty.

on the west Company's Cultivation land

The third piece of Ameer Baug Land

on the East Company's Cultivation land

On the South the Canal of Streams and Communal

On the South Company's Cultivation land

Conjectured detail of the Existing Trees &c.

Mango Trees	39	
Pomegranate Trees	54	
Drum Stick fruit Trees	36	
Orange trees	2	
Lemon Trees	1	
Bamboo Thickets	4	
Wild Date Trees	15	
Jamroon or Jambolana Trees	2	
Wood Apple Trees.	3.	
Tamarind Trees	18	
Cocoanut Trees	31	
Jaka Trees	2	
a Kind of Custard Apple Trees	22	
Guava Trees	4704	
Custard Apple Trees	900	
Sandal Trees	2	
Wild Trees	93	
Tanks	2.	

The necessary Explanation.

It should be known that in the above mentioned Garden all the land is dry and small part of it viz the Channel called Aroas Calava and the land and the same are watered from by means of Pecotah and there are two tanks in the said Garden the Channel called Coorum moorty two tanks in the said Garden. Ghalam mohummed Ghous.

On the Twenty eighth day of the month of Jamady ool aoola of the Hegeree Year 1261 this Perwana which is drawn by Hes Highness's own hand was presented to Ghalam mahmood. 13

4 June 1845

Abdool Wahab

Entitled madar ool aomra madar ool mehaee or the chief manager of the Durbar of the Carnatic Nabob — 41. No other consideration than that mentioned in the last mentioned document passed between the Plaintiff and the Nabob for the granting that document.

42 The Nabob had likewise at Trichinopoly and in its neighbourhood a large number of Gardens The Ameer Bauch is situated in the Village of Warriore and not at Trichinopoly The Plaintiff however contends that by the document set out in para 40 of this Case The Ameer Bauch has been conveyed to him in perpetuity. It is admitted by the Recevr that the Ameer Bauch in the description contained in that document although [illegible] has made a mistake

43 On the same day a letter was addressed and sent by the Plaintiff to the Nabob in respect of the Ameer Bauch in which an endorsement was made by the meer moonshee and sent by the said meer moonshee to the President of the Dewanee mahl and to the Dewan of the Carnatic Durbar that a letter was addressed and sent by the said President Trichinopoly all dated the 4th Jumadi ool aoola 1845 and referring to the Ameer Bauch but otherwise previously to the endorsement and letters already similar in substance and effect to set out in Paras 33. 34. 35. 36. & 37.

44

44. For the purposes of this Special case only, but not otherwise it is admitted that the Plaintiff is the person referred to in the said endorsements and letters as the Imamdar.

45 The Dewan never did order the officers at Trichinopoly to withdraw the authority exercised by them on the part of the arrear consequently they never did withdraw their control over and never did Transfer the said 31 Cawnies 3 Grounds and 422 Square feet of land forming the Ameer Baugh to any person but the same remained in their charge and custody as arrear Servants at the death of the Nabob and the same is now in the possession of the Receiver.

46 For the purposes of this Special case only but not otherwise it is admitted that the moonshee was authorized verbally by the Nabob to receive the endorsement set out in para 43 as also to write and send the letters set out in such para and that the said President was also in like manner authorized by the Nabob to write and send the letter & the said Nabob mentioned in such para referred to and that in consequence of the three letters set out in such para 43 the rents or revenues accruing from the Ameer Baugh ceased to be credited in the Duftars of the Dewans make and were credited by the Dewan of the Carnatic Durbar in his Official duftars.

47. The rents or revenues of all the said Gardens and land in disputes which as hereinbefore mentioned were remitted by the said Nazims at Trichinopoly and credit to the Dewan of the Carnatic Durbar and by him credited in his Official Duftars were from time to time paid by him to the Plaintiff on his receipts which may be referred to at the hearing and the last payment so made to him in respect thereof was on the 13th of February 1855.

48. On the 7th October 1855 The Nabob Gaolam mahomed Ghause died

49 on the 4th of September 1858 Act No 30 of 1858 was passed and on the 21st of September 1858 Mr Dale was appointed The Receiver of the Carnatic property.

50 The Plaintiff never was in possession of the said Gardens or land or on receipt of the rents or revenues thereof otherwise than by the payments to him by the Dewan as hereinbefore mentioned.

51. The Plaintiff by deposit of the Instruments in Para mentioned mortgaged his interest in the said Gardens and Lands to one Muzgar Ally a Sowcar for securing the Sum of Rupees 7000.

52 In 1855 Muzgur Ally the Plaintiff Ghoolam mahmood in an action on the Plea side of the Supreme Court to which action the said Ghoolam Mahmood duly pleaded and a verdict & judgment was signed and execution obtained against him wherein issued and lodged with the Sheriff & the interest of the Plaintiff in the said Gardens and lands was advertised for sale but was never sold the Plaintiff attorney having desired the Sheriff to postpone the sale

53 The said Muzgar Ally subsequently elected to become an assignee creditor against the Plaintiff Insolvent Estate and gave up his securities to the assignee and has received a dividend with the other creditors from the Plaintiffs assets.

In

54. In December 1856 the Plaintiff was personally discharged under the act for relief of Insolvent debtors when the usual vesting order was made.

55 On such vesting order being made Benjamin Brooks the official Assignee of the Court for the relief of Insolvent debts at madras became as such the Assignee of the Estate of the Plaintiff.

56. The official Assignee as such Assignee of the Plaintiffs preferred claim under act No 30 of 1858 on which under the 21st section an order was made by consent of the Government of Fort Saint George (see Section 21) for payment to such Assignee aforesaid of Rs 13794... in full discharge of what was justly and fairly due to the Plaintiff and which sum has been since paid by the Carnatic Receiver to the official Assignee.

57. In such claim no mention is made of any of the documents hereinbefore mentioned which the Plaintiffs now relies upon as grants or conveyances by the Nabob to him the Plaintiff.

58 For many years before his death the late Nabob was involved in great pecuniary difficulties and was constantly raising money on loans but being exempt from the Jurisdiction of this Honorable Court he found it difficult to raise money directly, lenders declining to take securities given by him.

59. The Plaintiff on the 28th day of February 1862 obtained an order from the Court for the relief of Insolvent debtors at madras wherein amongst other things It was ordered under and by virtue of the statute in that case made and provided that the said Insolvent be for ever discharged from all debts whatsoever in respect of the debts mentioned in his said Schedule and particularly from all demands or claims by or on account of the persons in the said order mentioned being the creditors named in the said Schedule of the said Insolvent and it was in and by the said order further ordered that the vesting order dated the said 21st day of November 1855 in favour of Benjamin Brooks Esqre the official Assignee of this Court and filed of Record in this matter be and the same was accordingly cancelled.

60. The Plaintiff claims an absolute beneficial interest in the said Gardens called the Ally Bauch and the said 33 3/16 Cawnies of land situate at Arcot aforesaid without the annexed Bauch of land forming the Amer Bauch and also in the said three pieces 31 cawnies 3 grounds & 432 square feet particularly described & containing in the said documents hereinbefore mentioned.

61. The Receiver contends that the said Gardens and lands formed part of the public or State property belonging to the Carnatic Raj or annexed by the late Nabob or if the late Nabob possessed any power of alienation it does not extend beyond his own life. The Receiver further contends that by the contents that if the late Nabob possessed any power of alienation the two documents set out in paragraphs 30 and 40 are void for want of sufficient consideration The Receiver further contends that it is doubtful whether such two documents are sufficient to convey any estate or interest in the said Gardens and lands therein respectively mentioned or any portion of them. And also

also that if sufficiently operative for such a purpose it is doubtful what estate and interest in the said Gardens and lands are thereby conveyed to the Receiver further contends that if those 2 documents are not good for want of consideration and would have been sufficient in form to convey to the Plaintiff some Estate or interest in the said 2 Gardens and Land or some portion thereof if possession or Lease thereof had been given that such two documents have been rendered negatory or inoperative in consequence of possession or Lease not having been given to the Plaintiff during the life of the late Nabob - The Receiver further Contends that if the gift to the Plaintiff were valid at an Event then that for Lectures accrued by the acts of the Plaintiff viz in mortgaging the profits and by his estates having vested in the Official Assignee.

The Questions for the opinion of the Court are.

1 Were the said Ali Baugh and Ameer Baugh and 33 Cawnies of land out of the heritage of the said Manwar Baugh or were or was any and which of them or any of them or any and which of the Carnatic since the year 1800 or were or was any and which of them the private property of the Nabobs of the Carnatic since the said year 1800 or of the said Nabobs at the time of the execution by him of the documents of the 30th April and 4th June 1845?

2dly Had the said late Nabob the same by such two documents?

3dly If so, had he power to do so beyond his own life or only for his own life and had he any power to bind his heirs for ever as to prevent his recovering the same?

4th Was there upon the facts stated in the special case any sufficient consideration for a grant by the said late Nabob to the Plaintiff of all or any of the said lands?

5thly Are or is the documents or any of them sufficient to convey any and what estate from the said late Nabob to the Plaintiff?

6thly What premises if any are conveyed to the Plaintiffs by the said documents or any of them?

7thly What is the effect upon the Plaintiffs title (if any) to the said lands of his never having had possession thereof (except as stated in the case) or of any part thereof?

8thly What is the effect upon the Plaintiffs title (if any) to the said lands of the Plaintiff by the said special case mentioning having vested in the Official Assignee under the said vesting order &c?

Supreme Court
Madras
1st Jan 1863

Ghoolam Mahomed
Mamud Khan
v
Clement Dale Esqre
The Receiver of Carnatic
Property.

Copy
Special Case.

Pol. Rec. 15th Jany 63 13

Pol Secretary
Miller

Fd 16 Dec 62 No 4
12 Dec 37
S 10 08

Pol. Jan 1863 Letter

From
The Acting Government Solicitor
Madras
To
The Chief Secretary to Government
Madras
Dated December 24th
No 537
Received 6th Jan 7 1863.
No 4

Ghoolam Mahomed Mamud Khan
v
Dale & the Secretary of State.

Returns the Copy
Special Case, with
the Amendments advised

1 Enclosure
15th January 1863 No 13
Recorded
gpp

Copying 13 & 14
R 15