

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 23	Press ~~Mis~~
Dated 23. 1. ~~18~~ 1863	

Not to be folded or roughly handled

*Proceedings of the Madras Government, Political Department,
23rd January 1863.*

No. 35. Read the following letter from GIRDUR DOSS JUMNA DOSS; to the Honorable A. J. ARBUTHNOT, Chief Secretary to Government, Madras, dated 5th January 1863.

I beg to forward herewith a Petition to the address of His Excellency the Governor, and request you will be good enough to cause the same to be delivered to His Excellency the Governor.

To HIS EXCELLENCY SIR WILLIAM THOMAS DENISON,

*Governor in Council of Fort Saint George, and
to the Members of the said Council.*

The humble Petition of GIRDUR DOSS JUMNA DOSS, a Sowcar residing at No. 120 in Yagambara Eswarer Coyil Street in the Black Town of Madras.

SHEWETH,

That your Petitioner is a Sowcar of Madras residing as aforesaid.

That some time after the death of the late Nabob of the Carnatic and on or about the 17th day of September 1861, Moomthaz-oon-Nissa Begum Sahibah of Madras, the wife of His Highness Prince Azeem Jah Bahadoor, applied through Ghoolam Mahomed Saib to your Petitioner to lend her a sum of 4,500 Rupees, promising to repay the same on or before the 17th day of July 1862, and your Petitioner relying on such promise and assurance lent her the said Moomthaz-oon-Nissa Begum Sahibah the said sum, and obtained from her a mortgage for the said sum of 4,500 Rupees, a true copy whereof your Petitioner begs to annex hereto, and solicits that your Excellency in Council will be pleased to peruse same.

The said Moomthaz-oon-Nissa Begum Sahibah has not yet repaid the said sum of 4,500 Rupees to your said Petitioner pursuant to her promise and to the covenants contained in her said mortgage, but has repeatedly and from time to time put off your Petitioner whenever he has applied to her for such payment and had refused to pay your Petitioner the said sum of 4,500 Rupees so due to him as abovementioned.

That by the Act No. XXXVII of the year 1858, passed by the Legislative Council, it is enacted that no action shall be commenced and no writ or process shall at any time be sued forth against the person, goods or property of any of the members of the family of the late Nabob whose names are mentioned in Schedule A attached to the said Act (which Schedule A includes the name of the said Moomthaz-oon-Nissa Begum Sahibah) unless such action shall be commenced or such writ or process shall be sued forthwith, the consent of the Governor in Council of Fort Saint George first had and obtained such consent to be certified by the signature of one of the Secretaries to Government.

That there is now due to your Petitioner from the said Moomthaz-oon-Nissa Begum Sahibah the said sum of 4,500 Rupees, and interest thereon at the rate of 15 per cent. per annum from the 18th day of July 1862.

That your Petitioner cannot put the said mortgage in force against the said Moomthaz-oon-Nissa Begum Sahibah without proceeding against her by a suit in the High Court of Judicature at Madras.

That without the consent of the Governor in Council to issue process against the said Moomthaz-oon-Nissa Begum Sahibah, your Petitioner will never be able to obtain payment of the said sum of 4,500 Rupees and interest so due to him as aforesaid.

Your Petitioner therefore most humbly prays your Excellency the President and the said Members of Council of Fort Saint George, that you will be pleased to receive and take into your consideration this your Petitioner's humble petition, and that you will be pleased to give to your said Petitioner leave to issue out one or more summons or summonses, process or processes out of the High Court of Madras against the said Moomthaz-oon-Nissa Begum Sahibah, and to

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institute and take such other proceedings as your said Petitioner may be advised for compelling the payment by the said Moomthaz-oon-Nissa Begum Sahibah to your Petitioner of the sum of 4,500 Rupees, and interest so due to your said Petitioner in respect of the said mortgage as aforesaid, or that your Excellency and the said Honorable Members of the said Council may make such other order in the matter as to you may seem fit.

And your Petitioner as in duty bound shall ever pray, &c.

MADRAS,
22nd December 1862.

(Signed) GIRDUR DOSS JUMNA DOSS.

This Indenture made the seventeenth day of September in the year of our Lord one thousand eight hundred and sixty-one between Moomthaz-oon-Nissa Begum Sahibah of Madras, Mahomedan Lady of the one part, and Girdur Doss Jumna Doss Sowcar of Madras of the other part, witnesseth that in consideration of the sum of four thousand and five hundred Rupees this day paid to the said Moomthaz-oon-Nissa Begum Sahibah by the said Girdur Doss Jumna Doss Sowcar (the receipt whereof the said Moomthaz-oon-Nissa Begum Sahibah doth hereby acknowledge) she the said Moomthaz-oon-Nissa Begum Sahibah doth hereby for herself, her Heirs, Executors, Administrators and Representatives covenant with the said Moomthaz-oon-Nissa Begum Sahibah, her Executors, Administrators, Representatives and Assigns that she the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators or Representatives, will pay to the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, Representatives or Assigns the said sum of four thousand and five hundred Rupees on or before the seventeenth day of July, one thousand eight hundred and sixty-two without any deduction. And this Indenture also witnesseth that for the consideration aforesaid she the said Moomthaz-oon-Nissa Begum Sahibah doth hereby assign and convey unto the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, Representatives and Assigns all that piece or parcel of land formerly three several pieces or parcels of land situate lying and being in the village of Codumpakum in the Talook of Sydapettah in the Zillah of Madras, bounded on the north side by inhabitants houses, on the south by Mr. Johannes' garden, on the east by a road, and on the West by Ponnappah Moodelly's garden, particularly described in three assignments, one dated seventeenth April, one thousand eight hundred and forty-four executed by Sooravarum Narasamooloo Naick, P. Canacamall, P. T. Ramanjooloo Naick to the said Rookeyah Beebee, one dated twenty-third January one thousand eight hundred and fifty-one executed by Shuumoogaroy Pillay and others to the said Rookeyah Beebee, and the other dated twenty-second August one thousand eight hundred and fifty-one executed by Iyabsawmy Pillay and others to the said Rookeyah Beebee, which said piece or parcel of land intended to be hereby conveyed contains by admeasurement seventeen cawnies, eighteen grounds, and three hundred square feet or thereabouts, together with the Messuage Tenement or dwelling house, bungalow, godowns, out-houses, coach houses, stables and all other erections and buildings on the said piece or parcel of land intended to be hereby conveyed, erected and built and now standing and being and all which said piece or parcel of land, Messuage Tenement or dwelling house, hereditaments and premises intended to be hereby conveyed together with all fixtures, hedges, ditches, fences, ways, water, water-course, liberties, privileges, easements, advantages and appurtenances whatsoever to the said hereditaments and premises or any or either of them or any part thereof belonging or appertaining or with the same or any part thereof held, used, or enjoyed or reputed as part thereof or appurtenant thereto and all the estate and interest of the said Moomthaz-oon-Nissa Begum Sahibah in the said premises. To hold the said premises unto and to the use of the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives and Assigns, provided always that if the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, Representatives or Assigns shall pay unto the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives or Assigns, the said sum of Rupees four thousand and five hundred on the said seventeenth day of July one thousand eight hundred and sixty-two, without any deduction, then the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives or Assigns will at any time thereafter upon the request and at the cost of the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators,

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Representatives or Assigns re-convey the said premises unto the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, Representatives or Assigns, or as he or they shall direct free from incumbrances by the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives or Assigns, and the said Girdur Doss Jumna Doss doth hereby for himself, his Heirs, Executors, Administrators, Representatives, covenant with the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives and Assigns, that if the said sum of four thousand and five hundred Rupees or any part thereof shall remain unpaid after the said seventeenth day of July one thousand eight hundred and sixty-two, let the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators or Representatives will so long as the same sum or any part thereof shall remain unpaid, pay to the said Moomthaz-oon-Nissa Begum Sahibah, her Executors, Administrators Representatives or Assigns interest for the said sum of four thousand and five hundred Rupees, or for so much thereof as shall for the time being remain unpaid at the rate of fifteen Rupees per cent. per annum by equal monthly payments on the seventeenth day of each and every month without any deduction. And it is hereby declared that the said Moomthaz-oon-Nissa Begum Sahibah, her Executors, Administrators, Representatives or Assigns may at any time or times after the said seventeenth day of July one thousand eight hundred and sixty-two without any further consent on the part of the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, Representatives, or Assigns, sell the said premises or any part thereof either together or in parcels and either by public auction or private contract and may buy in or rescind any contract for sale and re-sell without being responsible for any loss occasioned thereby and may execute and do all such assurances and acts for effectuating any such sale as the said Moomthaz-oon-Nissa Begum Sahibah, her Executors, Administrators, Representatives or Assigns shall think fit, and that upon a sale by any person or persons who may not be seized of the legal estate, the person in whom the legal estate shall be vested shall execute and do all such assurances and acts for carrying the sale into effect as the person or persons by whom the sale shall be made shall direct provided nevertheless that upon any sale purporting to be made in pursuance of the aforesaid power, no purchaser shall be bound to enquire whether any money remains upon the security of these presents nor as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as regards the purchaser or purchasers be deemed to be within the aforesaid power and be valid accordingly, and it is hereby declared that the receipt of the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives or Assigns for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom, and from being concerned to see to the application thereof or being accountable for the non-application or misapplication thereof, and that the said Moomthaz-oon-Nissa Begum Sahibah shall out of the monies arising from any sale in pursuance of the aforesaid power in the first place pay the expenses incurred on such sale or otherwise in relation to the premises, and in the next place apply such monies in or towards satisfaction of the monies for the time being owing on the security of these presents and then pay the surplus (if any) of the monies arising from such sale to the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, Representatives or Assigns, and that the aforesaid power of sale and other powers may be exercised by any person or persons for the time being entitled to receive and give a discharge for the monies then owing on the security of these presents, provided always that the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives or Assigns shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid power and trusts or any of them, and the said Girdur Doss Jumna Doss doth hereby for himself, his Heirs, Executors, Administrators, and Representatives, covenant with the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives and Assigns, that he the said Girdur Doss Jumna Doss now hath power to assign and convey all and singular the said premises unto and to the use of the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives and Assigns in manner aforesaid and free from encumbrances, and that the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators, and Representatives and every other persons lawfully or equitably claiming any estate or interest in the premises

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will at all times at the request of the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives or Assigns, but at the cost of the said Girdur Doss Jumna Doss, his Heirs, Executors, Administrators or Representatives, execute and do all such assurances and acts for further or better assuring all or any of the said premises to and to the use of the said Moomthaz-oon-Nissa Begum Sahibah, her Heirs, Executors, Administrators, Representatives and Assigns in manner aforesaid as by her shall be reasonably required. In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.
Signed sealed and delivered by the above named }
Moomthaz-oon-Nissa Begum Sahibah in the }
presence of.

No. 36.

ORDER THEREON, 23rd January 1863, No. 23.

Resolved that the foregoing Petition and its enclosure be forwarded to the Government Agent at Chepauk, and that he be requested to intimate to Moomthaz-oon-Nissa Begum Sahibah, through His Highness Prince Azeem Jah Bahadur, that the Government will have no alternative but to grant the permission applied for, in the event of her failing to satisfy the Petitioner's claim.

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

Exd. T. McMootry.

Political Department

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Read Petition from
Girdur Doss Jumna
Doss.

(Dated 5 January 1863)

Order - 23 January 1863 No. 23.

It appears that the man
lent the money in 1861
knowing well that he had
no power to sue and
exacting probably heavy
interest in consequence
I think that as this was
money lent, probably on
speculation, a different
rule should be laid down
from that applicable to
debts owing for purchases
made -

(Signature)

very well

Resolved that the foregoing
Petition & its enclosure be
forwarded to the Govt. Agent
at Chepauk, & that he be
requested to intimate to
Moomthaz-oon-Nissa Be-
gum Sahibah, through His
Highness Prince Azeem
Jah Bahadur, that the
Govt. will have no alter-

If the man sees no
reason to consider permission applied for,
-ent or actually given, in the event of her failing
to satisfy the Petitioner's
claim -
Govt. Agent at Chepauk instead of lending money
(with original Petition) he would have raised the
enclosure

24/1/63

price in proportion to the
distance - It will be
difficult to distinguish
between such cases and I
would let the drop p - the
information made in it, will
probably bring the parties to
terms with one another
I am
Yrs

35436.

(15)

Dated 22 of January 1862

PROCEEDINGS OF GOVERNMENT

No. 28

Collected 1862. Department.