M.R.O. 14-5,459—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 418 Press ~~Mis.~~

303.304

Dated 16 - 2 - 1866.

Not to be folded or roughly handled

M.R.O. 14-5,459—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 418 Press ~~Mis.~~

303.304

Dated 16 - 2 — 1866.

Not to be folded or roughly handled

M.R.O. 14-5,459—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 418 Press ~~Mis.~~

303.304

Dated 16 - 2 — 1866.

Not to be folded or roughly handled

M.R.O. 14-5,459—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 418 Press ~~Mis.~~

303.304

Dated 16 - 2 — 1866.

Not to be folded or roughly handled

M.R.O. 14-5,459—22-10-25.

MADRAS RECORD OFFICE.

Government of Madras.

Revenue **DEPARTMENT.**

G.O. No. 418 Press ~~Mis.~~

303.304

Dated 16 - 2 — 1866.

Not to be folded or roughly handled

Proceedings of the Madras Government, Revenue Department, 16th February 1866.

No. 303. Read the following Proceedings of the Board of Revenue, dated 9th December 1865, No. 7,888.

Read the following letter from the Collector of North Arcot, to the Acting Secretary to the Board of Revenue, dated Chittoor, 14th October 1865, No. 203 :—

Dated 9th April 1864, No. 2,150.

1. I have the honor, with reference to the Proceedings noted in the margin, to submit the Acting Sub-Collector's report on the claims of Rajah Suboyi Sahiba, widow of the late Jaghiredar of Arni, and of her son Subbah Row, to maintenance from Tirumala Row Sahib, the present Jaghiredar.

2. The case was argued by Counsel on both sides for four consecutive days before Mr. Barlow, who has thus had a full opportunity of forming a deliberate opinion as to its bearings and the credibility of the evidence produced.

3. So far as the perusal of the record enables me to judge, the evidence on both sides is most unsatisfactory.

Plaintiff, who it is to be presumed, was judiciously advised, has, notwithstanding several long adjournments, only produced one single witness.

Defendant, on the other hand, has attempted to prove his case by five witnesses, all of whom are mere creatures and dependants of his own.

4. The following six issues were set for arguments :—

First.—On what grounds does Plaintiff base her claim for an allowance of Rupees 2,500 a year, and nine years' arrears ?

Second.—On what grounds does her son "Subbah Row" claim Rupees 250 a month, with arrears from the 17th of April 1853 ?

Third.—On what custom, and for what ceremonies, does her son "Subbah Row" claim Rupees 15,000 ?

Fourth.—As to the payment or non-payment of Rupees 83,000 to Plaintiff, and if paid, for what object ?

Fifth.—If it should be held that the payment of Rupees 83,000 was made, would the conditions of such payment be binding on Plaintiff's son Subbah Row ?

Sixth.—If the son is held to be entitled to maintenance, would not Rupees 125 per mensem be ample ?

1st Issue.

5. On this issue I cannot find that any evidence whatsoever has been adduced ; nor is it on record what has been the custom and usage in respect to allowances made to widows in Plaintiff's position.

Her brother, first witness, states that her monthly expenses when living apart could not have been short of Rupees 100.

2nd Issue.

6. On the second issue, a precedent was brought forward of an allowance of Rupees 250 per mensem having been paid by the late Jaghiredar, Venkat Row, to one of his brothers; but this precedent was challenged by the Defendant's Counsel, on the ground that in that instance the recipient was full brother; whereas the party to the present claim, Plaintiff's son Subbah Row, is only half brother to Defendant, the present Jaghiredar.

I think, therefore, that if it is held that an allowance has been shewn to be claimable, and Government determine to require its payment under the power which Clause 3rd of the Sunnud confers, the amount should be reduced on this consideration to Rupees 200 per mensem, payable with arrears, at that rate from 17th April 1853 up to date of liquidation.

3rd Issue.

7. The sum of Rupees (15,000) claimed by Plaintiff on account of her son's Subbah Row, ceremonial expenses is manifestly exorbitant.

A possible expenditure of some Rupees 4,500 on this account is shewn in the evidence; but I think with Mr. Barlow that, considering the changed circumstances under which these rites were performed, 1,000 Pagodas would be a liberal estimate.

4th Issue.

8. On this issue I concur with Mr. Barlow in absolutely discrediting the evidence.

One only (first witness Koneri Achari) of the six arbitrators engaged in the transaction was produced, although two others* are alive, and might, I presume, have been brought forward. The single arbitrator thus examined is the Jaghiredar's family priest and dependant.

* Teriembaga Row and Ballaji Row.

The other witnesses for the defence are a petty Gumashta on Rupees 5 a month, a Harkara, on Rupees 7, the Jaghiredar's paid Shroff, and one Parasuramaya, a Monigar and tenant of the Jaghiredar, whose account of the circumstances under which he was present at the payment of the Rupees 83,000, and afterwards attended as witness at this trial, is, to say the least, highly suspicious.

But independently of the untrustworthiness of such witnesses, the whole circumstances attending the delivery of these valuables, as narrated in the evidence, are unnatural and improbable.

Here we have a transaction involving a very large sum said to have been conducted between parties on bad terms, as they both admit, without the most ordinary formalities or precautions having been observed.

† 1st. Koneri Achari, the Jaghiredar's family priest, and residing in the palace premises.
2nd. Teriembaga Row, a relative and a hanger-on about the palace.
3rd. Narayana Naidu, a paid Javabnevis.

We are further asked to believe that Plaintiff agreed to nominate three† of her opponent's acknowledged dependants as the protectors of her own and her son's interests during the arbitration,

to the exclusion of her own brother, who was at hand, and who would have been her natural representative in so important an arrangement.

The Jaghiredar's nominees, viz:—
1. Rama Row, late Jaghiredar's son-in-law, and a hanger-on at the palace.
2. Shankara Row, Jaghiredar's Maramut Gumashta.
3. Balagi Row, cousin on mother's side, and living at the palace.

* Exhibit No. I, the only one produced.

The sum of Rupees 83,000 having, as alleged, been fixed by these six arbitrators, of whom, as already observed, one only has been produced, we are next told that a paper* in Mahratta setting forth the particulars in jewels, gold, paper, and plate, which were to make up the amount awarded, was drawn up by a petty Gumashta: the valuables having been brought forth in platters from their place of deposit by a mere menial of the establishment, the already mentioned Harkara.

These valuables thus produced were, we are next informed, delivered over by tale to Plaintiff without any acknowledgment being required from her, either in the shape of a separate receipt, or as an entry in the Mahratta inventory†, now produced by the Jaghiredar as his acquittance in full of all obligations in respect of Plaintiff and her son.

† Exhibit No. I.

I would here call the Board's attention to the papers discovered by Mr. Barlow, under the circumstances described in paragraph 11 of his letter; among these the papers marked D, E, F, and G, tend greatly to verify the version of the rupture between the Jaghiredar and Rajah Suboyi Sahiba given by this latter single witness. This receives further confirmation from the fact that in a Khat written by the Jaghiredar a year after the alleged delivery of these valuables, no allusion is made to the event, although it would have very materially influenced the issue of the matter under its then aspects.

5th Issue.

9. On this issue, I have only to observe that held, that this payment was *bonâ fide* made under the circumstances described by the witnesses for the defence, the transaction so acquiesced in by the guardian, the mother, was so utterly devoid of ordinary formality and precaution, that it is not entitled to be called "an act of expediency, reason, and prudence," and as such to be binding on her son and ward.

6th Issue.

10. The precedent adduced on behalf of the prosecution has been noticed in paragraph 6 of this letter. If the Jaghiredar's plea, that Rupees 83,000 have been paid in acquittance of his obligations to mother and son be rejected, the allowance suggested in this issue, would, in my opinion, be too large a reduction on that paid by the late Jaghiredar to his brother, and might be limited to any sum between Rupees 150 and Rupees 200.

11. With respect to the bond of Rupees 3,000, which formed part of the Rupees 83,000, but which was not paid until the day after the alleged delivery of the other valuables, it may have been the same which first witness (Plaintiff's

brother) acknowledges to have received in commutation of an allowance paid to him by the late Jaghiredar.

12. The following glaring improbabilities occur in the evidence of the five defence-witnesses.

First witness.

When the question of the allowance was referred for settlement by arbitration, no requisition was made to that effect in writing, as would have been natural in so important a negotiation.

Witness admits that the Jaghiredar sent him to give evidence at the trial, but would yet have it believed that he received no instructions.

Although witness's memory is so singularly retentive as regards the other parties who were present at the delivery of these valuables, he is yet unable to say whether the principal person, the Jaghiredar himself, was then present.

13. In second defence witness's deposition the reasons given for the omission to take Plaintiff's acknowledgment for the receipt of the valuables discredits his whole statement.

14. The version of the affair given by third witness, the Harkara, is, from first to last, improbable. It is difficult to believe that a man in his menial capacity should have been entrusted with overtures of such delicacy by both parties; or that the Jaghiredar should have given him the means of access to his plate and jewel-chests with no better guarantee than his confidence in the man's honesty.

15. The evidence of the fourth witness has no better claim for acceptance than that on which I have just been commenting.

There are the same improbabilities, and it is difficult to believe that a man who had been by his own admission Head Shroff for thirty years on the Treasury Establishment of the last and present Jaghiredar, should yet be unable to answer the simple question, whether there was or was not a special Gumashta in charge of his master's jewels and plate.

The circumstances too under which the witness's attendance at the trial was procured are very suspicious, and it is worth nothing, that notwithstanding all the stress he lays on his being under arrest at the instance of quandom master, he had nevertheless been at the Jaghiredar's head quarters just before coming to Vellore.

The suspicion naturally suggests itself that his services in the cause were to be the price of the cancelment of his debt.

Fifth witness.

16. His account of his interview with Plaintiff is highly improbable. It seems strange that a lady in Plaintiff's position should confide all the particulars of her quarrel with the Jaghiredar, and her arrangements for a settlement, to a mere stranger.

His presence at the settlement, accidental as he says it was, is also very unaccountable.

17. Coupling these improbabilities with his admission that he was sent by the Jaghiredar to give his evidence at the trial, I put no faith in his statements.

18. With these remarks, I beg respectfully to leave it to the Board to determine, whether Government should be advised to exercise the power which the Sunnud confers, or to allow the parties, in consideration of the complications which surround these claims, to seek their adjustment by civil action.

My own opinion is, that there is fair room for the interference of Government on behalf of Subbah Row; but that the Plaintiff, his mother, should be left to seek her remedy from the Court tribunals.

From the Acting Sub-Collector of North Arcot, to the Collector of North Arcot, dated Vellore, 30th September 1865, No. 528.

1. In reply to your letter, No. 260, dated the 3rd of July last, I have the honor to furnish the report required by the Madras Government, Revenue Department, in their Order, No. 586, dated 6th April 1861, with reference to the Proceedings, Board of Revenue, No. 7,536, dated 30th November 1863, in which information was required; first, as to the exact nature and grounds of the claims set up by Rajah Suboyi, widow of the late Jaghiredar of Arni, and by her son Subbah Row; and second, as to the truth or otherwise of an alleged payment to them of Rupees 83,000 by the present Jaghiredar in satisfaction of all claims.

2. An inquiry that lasted the greater part of four days, and in which both parties were represented by English Vakeels, (Mr. McCance, Solicitor, having appeared on behalf of Rajah Suboyi, and Mr. Barclay of Messrs. Boyson, Brockman, and Miller, on that of the present Jaghiredar, has now been concluded, the main points of which I shall now detail, referring you to my English notes for any further information as to any matters on which this report may be defective.

3. One witness only was examined on behalf of Plaintiff, Rajah Suboyi, and five on that of the Jaghiredar. A notice was sent, at the request of the Jaghiredar's Solicitor, to Rajah Suboyi herself, and she was also informed that she would be allowed to give her evidence in a manner consistent with her position as a Gosha female; but up to the middle of the second day of the inquiry she did not appear, and just as I was commencing to examine the Jaghiredar's witnesses, and hear the arguments on his behalf, she sent a message requesting that I would come to her house and take her evidence, and further asked me to send notices to certain witnesses who were not in attendance. I declined to accede to either request; the first, supposing there was no other objection to its being complied with was made at a most unreasonable time, and the second was also preferred too late, and it could not reasonably have been expected it would be complied with. At the request of the parties' own Vakeels, adjournments, extending over five weeks, were granted, so neither could have been taken by surprise, and further I told the Vakeels that I would issue any notices they might require, and both elected to bring their own witnesses.

4. Rajah Suboyi's one witness, her younger brother, stated that after the death of the late Arni Jaghiredar, his sister continued to reside in the Jaghiredar's house for about one year, and then left on account of insults and ill-treatment she received from the Jaghiredar; she afterwards tried to return for certain property, but that he (Jaghiredar) would not admit her; subsequently for two (2) years Plaintiff resided with him, and after that for the space of several years he was in the habit of hearing from her, and visiting her at intervals; she subsisted by borrowing money and pawning jewels worth 15,000 or 20,000 Rupees from time to time; that these jewels were

her private property; and that they had been given her by her husband at her marriage; and that the present Jaghiredar had in no way assisted her, or granted her maintenance. This witness also stated that after the death of the late Jaghiredar, Rajah Suboyi and the young Jaghiredar managed the affairs of the house until Sunnud was granted to the latter; that during this period they gave him a bond for 2,000 or 3,000 Rupees in commutation of a monthly allowance of Rupees 12 or 15 granted by the late Jaghiredar as an allowance on account of his (witness) relationship. I mention this bond because it is further commented on below.

5. On neither the Plaintiff, or any other witnesses on her behalf appearing, Mr. Barclay urged for the Jaghiredar; that Rajah Suboyi herself had made out no case at all; that her son's claim for Rupees 15,000 for certain ceremonies was exorbitant; and that Rupees 4,000 would be the outside sum, as shewn by Rajah Suboyi's own witness; that if an allowance was ordered to be made to the son, Rupees 125 a month would be ample; but that he was prepared to prove that a payment of Rupees 83,000 was made by the present Jaghiredar in satisfaction of all claims of both mother and son; that as this amount was fixed by a Punchayet of the family, and assented to by the mother and guardian (Rajah Suboyi,) it was binding on the son, though an infant, according to Sections 126 and 131, Chapter IV, Strange's Manual, Hindu Law, and according to the principles laid down by the High Court in Regular Appeal Decisions No. 70 of 1863, and No. 13 of 1864 (reported.) Mr. Barclay further filed (No. 1) a document in Mahratta shewing the nature and value of articles in which payment was made.

6. The Jaghiredar's witnesses deposed to Plaintiff having left the Jaghiredar's house of her own free will, as she wished to reside separately few months after the late Jaghiredar's death, the time of her leaving being variously stated by them at from two to five months after that occurrence; that previous to her leaving, three mediators were appointed by herself, and three by the Jaghiredar, to decide on the amount to be allowed her and her son in lieu of maintenance; that Plaintiff claimed a lac; and that finally a sum of 83,000 Rupees was fixed upon by the mediators (Punchayet) as the amount; that this payment was made in jewels, &c., worth 50,000 Rupees; Gold Mohurs 2,000 in number, worth Rupees 30,000; and a Company's Bond for Rupees 3,000; further that an account was kept at the time of the jewels, &c., which were entered in it after being valued; that the bond was entered in the account, but was not given at the same time as the jewels, &c., and Mohurs. The first and third witnesses deposed to its being given the next day, and fourth witness to having seen it that day with Plaintiff.

7. These defence-witnesses were cross-examined at great length by Mr. McCance regarding every detail of this transaction; they included one of the Punchayet, (first witness,) who stated he was appointed by Rajah Suboyi herself, three of the other five Punchayetdars being now dead, one is at Madura, and one a relative of the Jaghiredar, is now at Arni; the Gumashta (second witness) who wrote No. 1, the Hurkara (third witness) who brought the jewels, &c., from the Jaghiredar to Rajah Suboyi, and the Shroff (fourth witness) who valued the jewels, &c.

8. In his reply, Mr. McCance urged that although he only appeared on behalf of Rajah Suboyi, he wished to submit on behalf of her son (considering the latter's interests and his client's as in a great measure one, viz., that loss to the latter, a minor, would be reflected on the former) whether, if it be held that this payment was really made according to the decision of the Punchayet, as alleged on behalf of the Jaghiredar, this transaction by the guardian (Rajah Suboyi) could be considered such an act of expediency, reason, and prudence, as would, according to Hindu Law, make it binding on her son and ward, then an infant. Mr. McCance then proceeded to comment on certain contradictions in the evidence and improbabilities with reference to the Punchayet itself, pointing out that only one member had been examined as a witness, although two others are still living, and their whereabouts known; further, that the alleged arbitrators were all the Jaghiredar's relatives or dependants, that Rajah Suboyi's brother, (first witness) who was then living at Arni was not an arbitrator, though it is but natural and reasonable that he should have been one,

Proceedings of the Madras Government, Revenue Department,
16th February 1866.

that the absence of all documents or accounts is suspicious; for, with the exception of No. 1, which is not signed by any one, there is no document or acknowledgment of any kind.

9. On searching the records of this office, as ordered by the Board of Revenue in paragraph 16 of their Proceedings under reply, I find that the Jaghiredar had previously put forward the plea of a payment of Rupees 83,000 to mother and son in commutation of all claims; he urged this in his Khat marked A., No 19, dated the 1st of December 1851, to the address of the then Collector, Mr. Whittingham, this Khat was received in this office with the Collector of North Arcot's vernacular Memorandum, marked B, No. 342, dated 30th December of the same year. This Khat appears to have been written on explanation being called for from the Jaghiredar on a Petition marked C. presented to Mr. Whittingham on the 29th of August 1851 by Rajah Suboyi.

10. I have entered thus fully into details, with a view to all the circumstances being put clearly before Government; for I am about to impeach the evidence produced on behalf of the Jaghiredar as made up and false, and to give, as my opinion, that No. 1 filed by the present Jaghiredar of Arni's Vakeel is a forgery, and that, therefore, (although no case has been made out by Rajah Suboyi herself, and while remarking that she might fairly be referred to the Civil Court's unless Government, in consideration of the Jaghiredar's behaviour throughout this case should consider it advisable to exercise the power that they undoubtedly have under the Sunnud in her favor, I do decidedly recommend that a pension be granted to Rajah Suboyi's son with arrears from the late Jaghiredar's death, viz., from 17th April 1853; whether the amount should be Rupees 125 or 250, or some intermediate sum, it is for Government to decide. I will merely observe that the late Jaghiredar's brother got Rupees 250 per mensem, but he, Mr. Barclay urges, was a full brother; while this Subbah Row is only a half brother of the present Jaghiredar.

11. My reasons for coming to this conclusion are briefly these: from the tenor of the Jaghiredar's witnesses, taken as a whole, it must be held that Rajah Suboyi left the Jaghiredar's house of her own accord at some date not later than five months after the date of the late Jaghiredar's death, which event occurred on the 16th of April 1853. No. 1, the list of property made over also is dated the 9th of June 1853; Rajah Suboyi on the contrary maintains that she remained there a year after the Jaghiredar's death, and then left on ill-treatment received by the Jaghiredar. This last statement appears to be the true one, from the following documents which turned up after the inquiry had terminated, when searching for the information required by the Board in paragraph 16 of their Proceedings, &c, for a Khat, requested by Mr. Barclay.

(1.) Two reports (marked D. and E.) each signed by both the village Magistrate and Tannah Peon of Nagaram, dated 22nd and 24th of April *one thousand eight hundred and fifty-four* to the Police Ameen of Arni, from which it appears that Rajah Suboyi sent for them at about ten P. M. on the night of the 10th Chittri; that Rajah Suboyi and her brother Ramachendra Row, (first witness for Plaintiff,) and others were then standing before the Jaghiredar's house guard; that Rajah Suboyi then complained that her brother, peon, and servant had been hindered by the guard from going in to watch her own property which was in the house; and that after some further parley, Rajah Suboyi said to the guard she would hold them responsible for her property inside, and then went back to her brother's house.

(2.) The Police Ameen forwarded these reports with an Arzi, (marked F.,) dated the 25th April 1854, No. 119, and also enclosed a complaint (marked G.) from Rajah Suboyi herself, dated the 23rd of the same month, in which she stated she had left the Jaghiredar's house because the Jaghiredar prevented her from going to the usual place for her monthly courses on the night of the 19th, and because he and others had abused her; that then she retired to her brother's house, and next day (21st) when she sent her brother and others to look after her property left in the Jaghiredar's house they were not admitted, and upon this she complained to the village Magis-

trate. I mention these details, because they coincide with the tenor of the statements of plaintiff's solitary witness before me.

(3.) Upon this, and after another complaint from Rajah Suboyi had been filed, the then Sub-Collector, Mr. Binning, called upon the Jaghiredar for explanation, who replied by a Khat, dated 16th of June 1854, No. 11 (marked H). In this Khat, the Jaghiredar merely stated, (though the nature of the complaint was explained to him,) that Rajah Suboyi's statement was false, and that she had left him of her own accord; but no mention was made that Rajah Suboyi had left nearly a year before, which would have been a natural argument, and must have been the case if the evidence before me is to be believed; indeed, from allusions made in the Khat itself, it may be inferred that at all events in February 1854, Rajah Suboyi was actually living with the Jaghiredar. Nothing is said in this Khat regarding the Punchayet, or Rupees 83,000, the first mention of this payment being, as far as I can discover, in December 1854, in the Khat (marked A), alluded to in paragraph 9 of this letter.

12. There can be no doubt as to the authenticity of these documents, and looking at them, I think it is clear that Rajah Suboyi resided with the Jaghiredar until April 1854, and then left on some quarrel, and that, therefore, she did not leave of her own accord within five months after the Jaghiredar's death after a Punchayet held in June 1853, when Rupees 83,000 were stated to have been paid her. Besides this, to my mind, convincing evidence, there are many improbabilities in the account given by the Jaghiredar's witnesses, the chief of them being the absence of all entries (except No. 1) of this important settlement.

13. I enclose a true translation of the document marked No. 1, as well as the original itself; it purports to have been written in June 1853, which was two months before the present Jaghiredar's Sunnud was issued to him. I also enclose translations of the Reports marked D and E, as well as the Police Ameen's Arzi F and its enclosure, a Petition from Rajah Suboyi in April 1854, marked G. I also forward extracts from two letters written by Mr. Sullivan in March and May 1859, as explanatory of the conduct of the Arni Jaghiredar, and his influence over Plaintiff's witnesses.

14. With reference to the bond for Rupees 3,000, alleged to have formed a portion of the payment of Rupees 83,000, I believe the statement of the witness for the Plaintiff, viz., that it was given him by Rajah Suboyi and the present Jaghiredar shortly after the death of the late Jaghiredar, through the influence doubtless of Rajah Suboyi exerted on behalf of her brother.

15. One more point requires notice, viz., the claim of Subbah Row for Rupees 15,000 for certain ceremonies; this demand is ridiculously exorbitant; the principal ceremonies performed by Brahmins of the Madiva caste, to which he belongs, are these—having the head; upanainam, or investiture of the thread, and marriage. According even to Rajah Suboyi's brother's own evidence, Rupees 4,500 would be the outside sum even for an individual occupying the position of a member of the Jaghiredar's family, and if this amount were halved, it would be ample, I think, should Government be inclined to consider this claim at all.

16. It now only remains for me to explain the delay that has occurred. Your letter referring to the case, was received on the 6th of July last; notice was at once issued to the parties to attend on the 31st idem; an adjournment until the 14th ultimo was meantime requested by the Defendant's Vakeels, on which date the representatives of both parties appeared, and an adjournment until the 4th of September was agreed to; subsequently a further adjournment of a fortnight was requested on behalf of Rajah Suboyi, the plea being that papers had to be translated; the hearing was finally commenced on Monday the 18th and concluded on Thursday evening the 21st instant.

17. The evidence of Rajah Suboyi's witness, as well as that of the first witness for the Jaghiredar, were taken down in Telugu, and my rough notes only are forwarded. The evidence of all the other witnesses was taken down with my own hand in English.

(True Copy.)

(Signed) J. D. ROBINSON, *Collector.*

ENCLOSURE No. 2.

ABSTRACT.—List containing eighteen documents including four Petitions.

---

1. Ordered that the foregoing letters with their enclosures, be submitted for the decision of Government, in accordance with the instructions contained in paragraph 29 of their Proceedings, dated 6th April 1864, Revenue Department.

2. The Board remark, that the inquiry into the present claims, advanced by Rajah Suboyi and her son Subbah Row, against the present Arni Jaghiredar, have been duly investigated by the Sub-Collector of North Arcot, and his report submitted through the Collector, with this latter Officer's opinion and recommendation therewith recorded. The matter, therefore, seems now capable of final adjudication. The Government may remember that Rajah Suboyi is the widow of the late, and step-mother to, the present Jaghiredar, her son being consequently the present incumbent's half-brother.

3. The points at issue are as follow; and the Board proceed to express their opinion upon each question "*pari passu.*"

4. The first claim consists of a demand on the part of the widow Rajah Suboyi for an annual personal allowance of Rupees 2,500, with arrears for nine years. Nothing is adduced, or attempted to be adduced, to support this claim. Neither practice nor precedent is brought forward to aid the demand; nor is any legal authority cited to show that a widow, in the position of the applicant, is entitled to such an annuity. The Board are of opinion that this plea is untenable, and that in the event of the Government awarding a monthly allowance to Subbah Row, as will be hereafter advocated, the widow should be maintained from this stipend, or referred to the established Courts.

5. The next question tried was the validity of the claim of Subbah Row to an allowance of Rupees 250 monthly for his support. This demand appears to be based upon the fact that the last Jaghiredar paid a similar monthly sum to his brother; but the Counsel for the present Jaghiredar challenges this precedent as worthless, and not analogous; as in the case quoted, the recipient was a full brother, and in the present instance, the claimant is only a half-brother. The same Counsel further urges that, in the event of Government decreeing any stipend to Subbah Row, Rupees 125 per mensem would be an ample award. The Jaghiredar, moreover, endeavors to nullify this demand, and sweep it away entirely, by alleging and striving to prove that the whole matter of maintenance has been compromised and

finally settled once for all by the payment of the lump sum of Rupees 83,000 in lieu of all demands, and that this amount had been settled by a Punchayet duly nominated. The truth of this allegation will be hereafter considered.

6. The third subject investigated was, whether the sum of Rupees 15,000, said to have been expended upon Subbah Row's several ceremonials, should be paid to him by the Jaghiredar. The Board concur with the District authorities that the demand is most exorbitant, almost ridiculously so. Subbah Row has married, so that the chief outlay has been undergone, and as the first witness, brother of the widow, can only make out that Rupees 4,500 was expended on his nephew's ceremonials, the Board are of opinion that even if any sum is eventually granted, 1,000 Pagodas, as recommended by Mr. Robinson, would be a fair amount at which to estimate the outlay.

The fourth point is the mainly important one, and relates to the truth of the Jaghiredar's assertion that the whole subject of maintenance was got rid of for ever by his having paid down to the widow Rupees 83,000. Much evidence in examinations and cross-examinations has been recorded regarding this issue, and for the following reasons, the Board can only arrive at the conclusion that the plea is a false one, and that the only document put in to prop it up is a fraudulent instrument.

First.—Of the Punchayetdars, or mediators said to have been selected for the purpose of arbitrating upon this important matter, only one was produced as a witness. Two more of the asserted conclave are still alive; but they are not cited, although ample time has been allowed, and due warnings given.

Second.—The other witnesses to this weighty transaction are mere dependants of the Jaghiredar, and their evidence is apparently untrustworthy and suspicious.

Third.—There is nothing in the way of documentary evidence forthcoming, except a mere statement purporting to define the quantity and kind of valuables made over to the widow, agreeably to the arbitrators' decision. Considering the amount at stake, and the enmity existing between the contracting parties, it is inconceivable that no receipt, no bond, and no well testified account should have been framed with all due caution, and formally executed. The Jaghiredar would at least have taken the precaution to avoid, by documentary evidence, room for future demands and litigation; but this he has totally failed to do. The heading of the sale exhibit declares that this sum is given in lieu of all expenses "Yavatkarts;" but it does not state that future demands or maintenance claims are barred.

Fourth.—The widow is alleged to have agreed to mediators who are avowedly hostile to her interests, and in the pay and employment of her opponent. Her own brother was at hand, and he would doubtless have been selected if any arbitration had really been held.

Fifth.—With reference to the Government Bond, which is said by two of the witnesses to have formed portion of the property handed over to the widow,

neither the number, nor the year of the loan to which it relates, nor the amount of interest payable, is recorded.

Sixth.—There is reliable evidence, from the documents D, E, F, and G, that nearly a year after the asserted mediation and its results, the widow and her son were still residing with the Jaghiredar, and that when the latter was called upon to explain what had taken place regarding his alleged ill-treatment of the widow, he never mentioned anything whatever regarding the mediation and the transfer of property, although these circumstances would have materially aided his cause; and this is the more remarkable, as the document, such as it is, bears date the 9th June 1853, and the Jaghiredar's letter, defending himself against the widow's accusations, is dated 16th June 1854. In fact, no mention at all is made of the negotiation until December 1854.

8. The fifth consideration is, whether this transaction entered into by the widow, as detailed in the former paragraph, was binding upon Subbah Row who was then a minor. As the Board have come to the conclusion that the evidence adduced totally fails to substantiate the Jaghiredar's assertion, on this subject, and as they are of opinion that the transaction never took place, the question as to its validity need not be entered upon.

9. The final point investigated was, whether the sum of Rupees 125 per mensem would not be an ample award, in the event of Government exercising its prerogative under the Sunnud, and decreeing maintenance to the relatives, who are now soliciting this arrangement. In order to entertain or reject this plea, it is necessary to consider carefully the truth of the Jaghiredar's allegations regarding the sum of Rupees 83,000 and the arbitration. If these allegations were substantiated, no action need be taken upon this final question; but, as the Board coincide with the District authorities in deeming the Jaghiredar's assertions pure fiction, this last plea is the one to be now adjudicated upon.

10. After duly considering all the circumstances of the case, the Board are of opinion that the sum of Rupees 250 for mother and son is a fair amount to settle for the support of the late Jaghiredar's son Subbah Row. They would, therefore, suggest that this monthly payment be decreed, with arrears at this rate, from the date on which the widow and her son left the Jaghiredar's protection; this event, she asserts with apparent truth, took place a year after the late Jaghiredar's demise, which occurred on the 17th April 1853: the payment should, therefore, commence from the 17th April 1854. Should this course be approved of by Government, the Board are of opinion that the claims of Subbah Row, to re-imbursement on account of his several ceremonials, need not be taken into consideration; for the head of the family, after granting a sufficient and fair maintenance, cannot justly be taxed and indented upon in addition for expenses incidental to ceremonies, which ought to be conducted by the recipients of the subsistence, and be defrayed from their already recognized and sanctioned allowances. Under this view, the Board would advocate, that should Government confirm the above proposal of granting 250 Rs. per month, two stipulations should be enjoined—

First.—That no additional or extraneous demands be made by the recipient upon the Jaghiredar, on the grounds of ceremonial expenses, nor indeed upon any other pretext whatever.

Second.—That the widow Rajah Suboyi be maintained from this monthly stipend.

Should Rajah Suboyi not consent to this determination arrived at in her case, she might be referred to the Civil Courts.

No. 304. ORDER THEREON, 16th February 1866, No. 418.

Miscellaneous.

1. The Governor in Council agrees with the Board of Revenue in the conclusion which they have arrived at, and directs that Tirumala Row Sahib, Jaghiredar of Arnee, shall pay his step-brother, Soobah Row, Rupees 250 per mensem from the date of this Order, and that this allowance shall be accepted by Soobah Row and his mother Rajah Sooboyi in satisfaction of all demands.

2. A written agreement accepting this decision, and engaging to make no further claims on the Jaghiredar, must be taken from Soobah Row and Rajah Sooboyi by the Collector before this order is enforced.

(Signed) J. D. SIM,
Secretary to Government.

A
Hat No 119 dated 1st December 1854 addressed
by the Jaghiredar Defendant to the late Collector 1

B
Tamil Memo No 342 dated the
30th December 1854 sent by the late Collector 1
to the then Sub Collector

E
Complaint of Rajasa Bayee No 482 received 1
29th August 1854 the enclosure referred 1
to in the said memo

F
Arzi by the late Rolice amin Armi No 2
119 dated the 25th April 1854 and
English translation thereof

D & E
Report to the Rajaram Village Magistrate
and Letter Receipt to the Police Amin dated
10 and 11th 1854 the enclosures referred to 4
in the said Arzi and translations thereof

G
Hat dated 23d April 1854 addressed by
Rajasa Bayee to the late Police Amin 2
and an English translation thereof

H
Hat No 11 dated 5th June 1854
addressed by the Jaghiredar 1
to the late Joint Magistrate

An Extract from a letter No 54
dated 23d March 1859 addressed by 1
Mr Sullivan the late Sub Collector
to the Collector

An Extract from a letter No 91
dated the 20th May 1859 addressed 1
by the Sub Collector to the Collector

Vellore
30th September
1865

A Sullivan
Ag Sub Collector

Sub Treasury Officer
Wanla Ki Account
Rec: 3504/65

Received 3.5.04 / 67

Lucknow the 30th
April 1904

Sekhendar Beg

Dear Sir,

I have the honour to

342

27.9.65

Rev=3564/65-

Enclosure in letter
No 828, dated
30th September '65-

Document B

In Encl 2 In No 6243/65

D. (Translation)

To

Meer Abdally Sahib Collector

Arnee

Report from Seetharama Chetty
village Imunioff of Nagarum and
1st Class Tannah peon Imuni Saul

About 10 o'clock in the night
of the 10 Instant Sooba Naiken
peon in the said village presented
himself before us, and told us
that Raju Bayee Sahiba wife
of the late Jahgeredar [illegible] was there
upon we immediately went to see her
At the place of guard in the entrance
of the Jahgeredar's house we found
Rajubaye ummah, her brother
Ramachendra Row, her peon Subbu
her servant (Parachurakan) Seshan
On asking the lady why she sent
for us, she stated that she was en-
ceinte, that therefore she sent at
about 9 o'clock her brother, servant
and peon to lie down inside the house
in the place where her property was,
that the sentry at the entrance Sepoy
Yacoob Sah, prohibited them from

going in. the Sentry inquired who to let that she went and enquired of the Sentry why he turned them back. that the Sentry replied that he had no orders from his master to let in any body after 10 o'clock, and that he did not let them in accordingly. that the Sentry said the lady was at liberty to go in. and that Savildan Sabu Sah, and Savildan Narrayana Pattan spoke to the above effect.

Rangie Bayee Ummal mentioned that as she could not go in and as her brother &c were prevented from getting into the house if anything wrong took place where her property was, the preventer would be held responsible, and that she wished to make us also aware of this fact. After stating this she went to her brothers house

We report this matter to you.

Ananda Pean [illegible]

Letter corresponding to 22 April 1854

Seetharama Chetty
Village Munsiff
& Inam Court

(True translation)

P W Barlow
Sub Coll

Enclosure in letter No 78
dated 30th September 1865

Rev. 3564/65.

Document D and its
translation.

In. Encl. In No 6243/65

Translation

After the usual Compliments

Report from the Village Munsiff of Nagaram, Seetharam Chetty and Claus Sannad from Manu Lal to Meer Abdally Saheb Police Ameen, Arni

As directed in your Yakeedh &c. we went to Raja Bayee &c. widow of the late Jaghirdar, and as therein required asked the lady to state what had further taken place stating that orders were received to make enquiry and report the recall. The lady Answered that since then she lived in her brothers house, in the event of her going to her place of residence alone she apprehended danger, as her brother &c. were prohibited by the Sentry at the entrance from going thither, that therefore she had not gone there, that she did not know what took place

more than if she had kept she required
the assistance of Servant people and if
such assistance were given she would
go and see and then report if any
thing wrong had taken place in regard
to her property. She therefore requested
us to intimate to you to this effect and
mentioned that she also wrote a letter
to you.

We therefore report the foregoing
to you.

With the usual Compliments

/Signed/ Village Munsiff

Seetharam Chetty

13th Chittri

Manuel Lobo

Yeo Ananthu

/A true translation/

Corresponding to

21st April 1857.

P M Baker

Asst Sub Collector

Enclosure in letter No 528
dated 30th September 1865

Rev. 3564/65

Document II and its
translation.

In Encl. In No 3564/65

F. Translation

From

Meen Abdally Saheb Vakeel Ahmed

Sahgere Avvi

To

Mr. R. M. Deming

Joint Magistrate

Zillah Chittoor

After the usual compliments

A report from Seetharamchetty, Munsiff

of Sathiavizianagaram, and Kanna-

Lal-Sanakkeon, dated 11th Chittre

corresponding to 22nd April was received

that night at 12 o'clock at Avvyavadi

in this Division. On perusing the report

it appeared that Raja Bayee Saheba

widow of the late Jagirdar complained

that being in menses she was out

of the house on the night of the 10th

Chittri, that for the security of her

property, consisting of ready

money &c which was in the

house she sent her brother Ramacken
dra Row & others to go and remain
in the house and that they were prohibited
by the Sentry at the entrance from
going in. Thereupon an order No 99
was sent on the 23rd Instant, to
enquire and Report what further
had taken place in this matter.
In the reply / Vide / under date
the 24th Item No 11. It was stated
Among other particulars that the
Bai sahiba told that she had written
a letter to my address upon the subject
which was also received - That letter
besides containing a Statement of
the above particulars stated that
she was prevented from sitting
in the usual place while in Mamuls
that the Jahgiredar and Balaje
Row and others abused her and
attempted to assault her that as the
Jahgirdar without regards to
his mother, had entered upon an im-
proper course of conduct tha ap-
prehended death and disgrace, tha
She did not know whether her prop
remained in her residence. - that the
She wished to go and see whether her
property was there and asked me to
accompany her I send 12 documents
the reports of the Village Munsiffs
&c and 11 document the Bai sahiba's
letter, in all three enclosures and await
orders which may be issued on the
perusal. —

/ Signed / Meer Abdally Sahib
Police Ameen.

25th April 1854.
Dry away
Kamtet Somanthangal

/ A true translation /
A W Baker
Asst Sub Collector

Enclosure in Letter No 528
Dated 30th September 1865

Rec 3 Oct 65/66

From

Rajasoubaye Saheba widow
of the late Jahgeredar of
Arnee

To

Syed Abdally Sahib Patell
Arnee Jahgeere Arnee

After the usual compliments—

Up to this time I have kept the
ring my jewels ready money &c. in the
place set apart for me by the late
Jahgeredar. On the night of the 19th in-
stant I was in menses, according to
the custom of our caste a place was
set apart by the late Jahgeredar my
husband, for me to sit during menses.
The present Jahgeredar with an intention
not to allow me to sit there, caused
his elder sister to stay in the said
place. As usual when I went to sit
in my place with a view to prevent
me from sitting there the Jahgeredar
Balajee Rau, Narkara Neelwanacharry
Doddy Purushothma Rau, Purohit
Satwa Lavy, and certain others

† Means a Common man

abused me in all sorts of bad language and attempted to assault me. Through fear I stayed in my brother's house. I kept my own people to look carefully after my property. According by on the next day the 21st I dem I sent in the evening for the security of the my servant (Parachiraka) Iyen, he went and was lying down there, Narkara Ilustmamachary told Iyen that he should not lie down there and that if he resisted (Ilustmamachary) would strike him. Seshayan getting afraid came immediately and intimated this to me. Fearing that they intended to defraud me and in view to secure my property I sent at 9½ P.M. my brother Ramachandra Rau Sahukar and the said Parachiraka Seshayan

At these gang thither by the Sentry gate the Sentry Jacob turned them back. they told me of this immediately. I went and remonstrated that the people whom I sent to take care of my property should not be turned back and

resisted to let them in. As the Jahgeerdar had given orders not to let them in the Sentry Jacob, Swaldar Saba and Jamedar Narrayana Raikar said they would not allow them to go in.

Believing that they have acted in this manner with an attempt to defraud me I immediately sent for village Munsiff Seetharama chetty and Tannah peon Muni Laul, and made this known to them. They observed to the Sentry &c. that it was improper to refuse admittance to my people. The Sentry &c. stated that in obedience to their Master's orders they stopped them. Upon this I said you are responsible for the property in my pl[ace] and then went to my brothers house.

If I wish to go and see my place of residence the Jahgeerdar who is powerful and who resorted to this improper course without regard to his Mother, will I apprehend even cause death or disgrace to me.

I do not know whether my property is or is not in the said place. I, the event of my going

these it being necessary that you
should by way of assistance accom-
pany me. I Request you will be good
enough to come here.
25 April 1854. (signed) Rajasadayen
A true translation
P. P. Barker
Sub Collr

Rev. 3564/65
Trans. 16 Feb 66 Ld 303

Enclosure in letter No 572
dated 30th September 1865

Document Cand No
translation
In Encl 2 In No 2423/65

M

Notes in the Telugu deposition

[illegible] for Plaintiff [illegible]
stated that he had spoken to the
Plaintiff's mother & the Plaintiff's Mom
both in vain, the latter was Jagirdar
& then & since 12 or 13 years, he
recollects well when the accused
Plaintiff was then living in the Jagirdars
house, just year after the Jagirdar had
recommended to reside there & Straggaon
at the old Nagaram the place to reside
& the trouble caused by the accused
Jagirdar; on instance, the Jagirdar
would not let her relatives come to her
house, and treated her disrespectfully
generally; & wherever she resided in the
house, the Jagirdar always objected &
told her to go somewhere else. Plaintiff's
last reason for leaving the house was
that the Jagirdar would not allow
her to go to the usual place for her
monthly courses (menses)

Note: Mr Hutchison for Plaintiff continued

Was absent 14 days in the last twelve months
this year absent, by sickness & business
& formerly absent, the Defendant was
sometimes absent 3 days in the week
the Plaintiff Defendant & Plaintiff
Plaintiff Defendant & Plaintiff
by Plaintiff the Defendant Defendant
together, & had continually Defendant the
they to Plaintiff & Plaintiff the
Does not know what kind of interest
the late Defendant kept does not pay
the amount he / the / present to pay
Defendants portion of the Defendants property
other than debts, except the funds there
were with Plaintiff they were for Plaintiff
Cross examination de / Hutchison / is 35 or 36
he is a cultivator has always been
a cultivator / the question / went / put to
by Mr Barclay Defendants Counsel as

Note: Mr Hutchison for Plaintiff continued

After the Plaintiff attended to return
that the Defendant was absent
part part of the afternoon the Defendant
the partnership was dissolved
year there existed a Deed of
the Defendant by the Plaintiff
Defendant Defendant Plaintiff
Defendant from the commencement
Plaintiff Defendant between the Defendant
& Plaintiff Plaintiff & the / Plaintiff / had
for some years & Plaintiff to the Defendant
house where they lived & Defendant
lived there Plaintiff did some business
ever since the matter has been in dispute,
& the parties never came to an amicable
settlement stated there two Defendant /
returned to Contract continued
Plaintiff & Plaintiff went to Bellue Plains
Pott & other places, returned to Defendant
from Plaintiff occasionally for some time
the / Plaintiff / was occasionally absent
for a / the / time he then returned

Witness Claimed that he was then baptized
by the Mormon Elder & that he was
since baptized in the Temple at Nauvoo
by Mormon Elders. He further testified
that Mrs. Mariette & Children came to Utah
the same time he did. Witness then
was asked by the Defendants Counsel
whether he had ever been arrested
for Murder, Robbery, Larceny or Horse stealing
& replied that he had not. He was
then asked by the Plaintiffs Counsel
whether he had ever been arrested
for Polygamy, & replied that he had
not been arrested for Polygamy, but
that he had been arrested for Adultery
& had been fined $100 & costs.
Witness then stated that he had
been married to Mrs. Mariette
by the Mormon Elder who baptized
him, & that he had lived with her
as his wife ever since. He was
then asked by the Defendants Counsel
whether he had ever been married
to any other woman & replied that
he had been married to a Gentile
woman in Illinois, but that she
died there. He was then asked
by the Plaintiffs Counsel whether
he had ever been married to any
other woman & replied that he
had been married to a Gentile woman
in Illinois, but that she died there.
He was then asked by the Defendants
Counsel whether he had ever been
married to any other woman & replied
that he had been married to a Gentile
woman in Illinois, but that she died there.
He was then asked by the Plaintiffs
Counsel whether he had ever been
married to any other woman & replied
that he had been married to a Gentile
woman

Notes

1st Notes for Plaintiff continued

there is a separate partition of the house for women; this room is close by that partition. The Plt was in the habit of going to the plant set apart for women at the time when Plaintiff left the Jagheerdar's house. She was not receiving her child & not present then. The above pentional time after service left the Plaintiff to the Jagheerdar's house & was not admitted, was the occasion of which he sent to the Jagheerdar on Plaintiff's business after the Plaintiff left. Plaintiff supported her self during the time she resided in the Jagheerdar with Plaintiff. The Plaintiff's expenses were not less than Rs 100 per mensem. The late Jagheerdar had two gumdan letters to be [illegible] the Jagheerdar allowed Rs 250 a month, the other book to the family & bheels, besides the Jagheerdar allowed him nothing. That besides the Jagheerdar's nothing by the hand paid to the declared that the jewels belonged to Plaintiff

9

Notes of Pleadings / Plaintiff / Continued

Plaintiff. He states that there are Rs 20.000. from what people said at the Inquiry. It is usual for the Post Runners to obtain all reports. He / Witness / used to go to the female quarters of the Jayhendra House, to see Plaintiff & her sons. &c &c

Sept 18. 65.

A W Baillie

Sept 19. 65.

Up to 12 noon on this day neither the Plaintiff nor any other Witnesses on her behalf having appeared the Inquiry proceeded with. Plaintiff who is in Bellary sent a message requesting that the Ag Asst Collector would examine her in her own house & her Pakeel requested that her application might be considered with this Inquiry, the application, it no other objection existed, was made at an unreasonable time—

A W Baillie
Ag Asstt Coll

8

[illegible] Plaintiff / Continued

[illegible] said given by her husband at the time of
[illegible] became the [Plaintiff] said to [illegible]
[illegible] attendants, & she had put them [illegible]
had seen the Plaintiff wearing these jewels
previous to the death of the Jayhendra
the [Plaintiff] was in the habit of wearing
all her [illegible] jewels
Re-examined. He [illegible] Rs
he had [illegible] took the [illegible]
200 Rupees from Plaintiff dated 18th
Jhangtage Rani he received [illegible]
it had been in the house of the late
Jayhendra for 5 or 6 years previous
to the latter's death, the Jayhendra gave
her an allowance became less his
Jayhendra's sales letter this allowance
was three Rs 15 per annum above allowed
to his co-wife on completion [illegible] he had seen Plaintiff
up to the date of the late Jayhendra's
death the Plaintiff was in the habit of
of the said jewels - Had frequently
Plaintiff's [illegible] Rupees by the
Deed. All signed by her husband to

Notes: Indian Telugu Interpretation

[illegible] Statement of Evidence [illegible]

[illegible] Plaintiff [illegible] Madras [illegible] Defendants [illegible]
[illegible] Hindu [illegible] Family [illegible] Defendants [illegible]
[illegible] 28 years [illegible] Judgment [illegible] 18 years ago [illegible]
Judgment [illegible] 12 years ago [illegible] Plaintiff [illegible]
the late Judgment [illegible] appeal [illegible]
up to his death [illegible] after the death of the Judgment [illegible]
in two [illegible] months [illegible] Defendants [illegible]
Judgment [illegible] Plaintiff [illegible] Judgment [illegible]
work-piece [illegible] Judgment [illegible] Plaintiff [illegible]
[illegible] Defendants [illegible]

Notes of Testimony continued

Mr Nelson (Defence) continued

Jayfunder, the present Jayfunder at Ner
work the management of affairs, the present Jayfunder
was then 16 & 17, but not 18; then 16:
Raja Subayi died not give any reasons except
as far as he saw. The Writ of Possession
Ron, was the only medicator present when
the bond was given; one Mr Sitha Narayan
was also present. The bond was not given
the first day because it was late with
him (Nelson); he (Writ) said he would bring
it next day & did so; then he did at
the request of the Jayfunder; the bond
was the Jayfunder thumb in his (Nelsons)
name, explains this (vide Telugu deposition)

Re-examination.

The original bond was made out in his (Writ)
name; the mediators consented on four
consecutive days.

Sept 19. 65

P M Barker
Ag Collector

Deposition 19

2nd Witness for Defence

Arago Je Reen son of Arajendra Reen
aged 40 years, goldsmith of Jaffnapatnam
heretofore doctrina who on solemn affir-
mation saith
Interpreter Gnanatasen
Jaffnapatnam for about 16 years
Knew Raja Lutaye the Plaintiff
& knew the late Jaffnadan he was
a sister of the late Jaffnadan the
late Jaffnadan died 12 years ago, the
Plaintiff was their relation to the
Jaffnadans N the Claimant to receive
as the Jaffnadans since for 4 or 5 yea-
after his death, & there used to be
letters Ramachendra Reen the deceased
yearly a lac of rupees there to settle
& Arbitrators from the Jaffnadans &
left. He received exactly 8 or 10 th-
& jewels, yearly never & a half, the
arbitrators were, Tirumbaya Reen Arago
Arajendra, Kumaren Accolan, Karale Rama-
Reen Karale Sletan Reen Cadan Reen

the arbitrators relied upon by the
Petitioner, Plaintiff, & Respondent Jayantilal
Rana, Narayan Waghela & Ramesh
Vadhan, the other three Respondents &
the Petitioner. The Respondents were
appointed as Arbitrators to settle
the Plaintiff & Petitioner Jayantilal's
Plaintiff's Petition Application &
have separately Plaintiff & Petitioner have
taken for hearing & then Plaintiff
asked the Petitioner for discharge
by Arbitration & then witness & proof.
The points to be settled by the Respondents
were the Account of the Partnership
which was settled by them at Rs 85.00.
Plaintiff claimed the amount of the
Arbitrators Award, the amount, Plaintiff
asked further amount of Rs Petitioner
Partnership Profits & Losses. The Petitioner
the amount was given, & has given
in a list of the amount from time
his Petitioner accounts, Narayan Waghela
& Respondents / Plaintiff / have detailing
the Petitioner Petitioner given, Plaintiff

2nd Petitioner (Defendant) Continued

the Petitioner, they brought in a letter
by the Arbitrators. These pearls were
valued by Narayana Waghela & the others
at 50000 Rupees & delivered to Plaintiff
who was in the hall, Plaintiff
has them all the time. The Petitioner
a Partnership account of the pearls,
duty is to render accounts for the Respondents
& actually entered in Plaintiff, this account
& their Petitioner, 5 days
after the account was given to the Respondents
Respondents this account is correct
& the pearls given them to Plaintiff
On the same day two boys each Petitioner
& Plaintiff given & 75 Rupees each
were given to Plaintiff - these Rupees
were brought from the Respondents by
the said Petitioner - Plaintiff was
present. Narayana Waghela given
the boys & the Sixth Control Rupees,
Plaintiff, which were then put back in
the boys & delivered to Plaintiff - the
Respondents were present. All the
Respondents & Plaintiff were present. The
Rupees were returned to the account,

that the land in his account book
did not include Oakland. The Arbitrators
stated that they would be guided
in their decision by the books
accounts and evidence & papers &
the Plaintiff

Cross examination by Plaintiffs Counsel

Why Palmer is a Plaintiff in this action
I am cultivator. Consistent of 40 acres
I reside in Clay Land. I pay rent to Mrs
Josephine. I held the land at the
time of the payment of fees above
recorded. Olive is the village of Wagram
two miles from the Defendants house
Stevens Bay is 50 to 60 miles from me
I never there as many but no land
mentioned at that time but Pearce
duty was to keep the accounts of the
household stores grain &c I made charges
the there was no receipt of that
time there was no Pearce mentioned
duty he was to keep the money & goods
accounts of the Defendant. Some money
& valuables were kept in the steamer
& some into the Defendants house

appeared as the Plaintiffs witness
was to negotiate treasury Warrant. Last
interview that I have had with
in the treasury at this time. Plaintiff
called me to write the account on
occasion the year 1865 date
extend to the account this
the old account after transaction. It did
not occur to me to take Plaintiffs
signature. The Mediators did not tell
me to do so. The quarrel between the
Plaintiff & Defendant occurred previous
to the arbitration and left to the
arbitrators. The Plaintiff & Defendant
& disputes had to the Plaintiff
Pearce examined & Defendant to give
seperately. I do not know why the
misled this. I heard that each
arbitrators were appointed by Plaintiff
and asked the Arbitrators themselves who
to take as Plaintiff did not tell me
Plaintiff was in the same hall when the
Arbitrators were there. The accounts
was not read out for the Arbitrators
not read aloud to them when I made
to the Arbitrators

2nd Witness (Defend) Continued

I was a servant & delegal to ask in a certain place, this is what he heard when I said, I was too far to ask, Plaintiff, but that Plaintiff might have heard the amount Rs 3000 was not discussed after I went to Plaintiff, but the arbitrators then stated that they had fixed this amount.

Solemnly affirmed before me at the 20th day of Sept 1865

W W Bailey
Ag Judge

3rd Witness for defence

Thusthemen Chany [illegible] Brahmin cultivator
aged 45 years, and of Vantrapoor
Agency, a Brahman [illegible]
& Satoripanagadam [illegible]
[illegible] Kunbees & the Jagheer
& Cultivation [illegible]
[illegible]

I have been in the service of the Jagheer
dars from my infancy. I know Plaintiff
& he is the Eldest Son of the late
Jagheerdar who died in 1853. Plaintiff
was then living & the grand son
of the late Jagheerdars Lenny Cattamul
to remain there for about three (3) months,
& then left, & he became de guardian
with the present Jagheerdar, & settlement
was made & he was put in Possession
of the Jaghire & was became Jagheerdar
to live seperately. He spoke to the
Jagheerdar to my presence, saying that
the Jagheerdar present Jagheerdar settle

The Defendt gave the key
of a chest of title deeds to three jewels
of great value. In exchange these
to the Defendt, & appointment took them
in a palanquin to the lady Plaintiff's
& did this by the ordered the Defendt
& I took them to the place where Plaintiff
was living & the ground floor, the
Defendts were there, & were Nagappa
Ramy Reddy Letts (Hindu) & one Ramii
Ramayah & there were two other
that I cannot recollect them the
North Reddy Shetty & Narayana Naidu
valued all the jewels & Nagappa Chetty
produced the valuers from their dec-
tation the jewels were valued at Rs
5000/- there were about 60 a 65
jewels these jewels were delivered
to Plaintiff the Defendt was present
he gave it to the Plaintiff before the jewels
were valued Reddy Shetty counted
them & there were two bags & two boxes

(3rd Witness continued defence)

the Witness states that day in the
account, he gave the keys of the chest
of the to the Defendt & Narayana
Naidu gave to the Plaintiff. He took
a light palanquin & the Defendt took
the jewels, Narayana Naidu gave
Rs 5000/- to the Defendt & he said he
he paid he would buy it that is what
I mean by saying he bought of him
himself

Cross examination by Pltf's Counsel
Nothing from the Defendt - I cannot
a reply from Plaintiff to the Defendt
that he would attend these arbitrators
to be produced by whom they were
to be arbitrators those names I gave
the Defendt. At the time Plaintiff the
Defendt & the arbitrators were
personally to the Defendt the arbitrators
were not appointed, the arbitrators were
appointed before I came the reply
to the Defendt's letter I do not
remember I only
carried the reply to the Defendt
about the arbitrators - I only passed
at the interview between Plaintiff
& the Defendt - We

the Plaintiff told me that the
Defendant was then absent at the
Jewellers shop with the keys to the
Plaintiff's premises and that I must
call afterwards then, which I took the
response, the Defendant said he would
settle in the course of that day. I
can recal Jamil & must do also add
nainy - I am only speaking from
memory now. the Defendant gave Plaintiff
to see on a certain day to go
for the key, & I took the jewels to the
same place the Defendant did.
not accompany me to Plaintiff after
I took the jewels - there is a skating
over the hall & chest. there are rooms
in the hall in one of which there chest
is kept - I have been on many occa-
sion sent for articles of value by the
Defendant - the Defendant told me
then to carry the jewels from the
chest, & that I would receive
Rupees hall, altogether, the jewels

3rd Witness (Defence) continued

were in a platter full the earlier
date the Defendant and that I would
also. I the took these two platters with
Plaintiff - I was present when the jewels
were afterwards delivered. All the
jewels were retained there by Plaintiff
to Plaintiff, but these were subsequent
on Defendant told to bring other articles
which I took, the articles were plates
chains cups &c. the indicated effects
that the jewels were worth about
of the 30,000 R. Plaintiff stated that
the Defendant to buy other articles per
articles, I get these other articles per
earlier chest, the key of which the Defen-
dant gave, there were about 20 other articles
I took the whole to Plaintiff - there
articles were received & then
ascertained - I have testified to the
truth & nothing but the truth
Defendant to Defendant articles to
purchase with the remaining are retained
by me till the return back, I took back the
remainder R. 6000 - the other were fair
Parasuramanye her cross
Examined

the Jafnedar told me to come to
your Cutcheri. All the mediators
save the Jafnedar's friends & one
may have been his relation —
Tinnevelly Ram was a relation of the
Jafnedar, Wairayana Mayandy was
the Jafnedar's writer, Sheiks Ram
was the public writer & the 4th
& present Jafnedar, Balavi Ram
was a friend of the Jafnedar's & returned
Waiter. Sheiks Ram & Balavi Ram
were at the time of the transaction
living at Wairayana as was Tinnevelly
Ram, as were all the mediators at
that time. Narada Ram Ram was
on a loan by a Plaintiff & his friends
wife.

Re-examination. It is customary for
persons to be called by Jafnedars
to represent those mediators as
mediators & such as these. Of the
mediators mentioned above, Sheiks
Meeker Tinnevelly Ram & Wairayana
Mayandy were in attendance by Plaintiff's

3rd Witness for defence / continued.

for one month after coming into the
Jaffna; then Jafnedar kept the keys
himself, & then delivered them over
to another. If the Jafnedar wanted
anything during this one month he
had them got out either by me or
the Chuppadee. If the Jafnedar & Plaintiff
talked in Tamil & I what matter that
told me I have related —

To Court. Once the keys were called over
to me / after the six months since
alluded to / by the Jafnedar —

2nd Sept.

To Defendant's Vakeel

Pedda Pletti is dead I saw him this
day near the Cutcherry.

Solemnly affirmed before me on the 20th
& 21st of Sept 1865

W W Baillie
A.J. Subdl

Depositum 57

4te Witness for defence

Peddu Sletti son of Rama Sletti a Komaty by caste, 40 years old, residing at Manlet was a solemn affirmation saith

I am a merchant, I was lately in the service of the Jappendar, I was in his service 30 years, & left it a year ago, because I & the Jappendar Tahsildar did not agree. I am on bad terms with the Jappendar, there is a manat taken out against me I know Raya Lutaya the Plaintiff from the late Jappendar, & remember his death which occurred about 12 years ago, at that time the Plaintiff was living in the Jappendars house after his death Plaintiff continued to reside in the Jappendars house, I do not know why he left, he went to Chanada Rus bungalow & resided there 7 or 8 years, & during that time Plaintiff & I were friends

gave Plaintiff for Safety keeping
to be left leaving I Hiawa Bunnah I
was Short & therefore I Bring the
Plaintiff to Court & paid the
Legal Attendance 3 Mediators Tirandaya
Ram Narayana Mayadeo & Ramrai Mohan
& State they Each Jewel is 83.000.
Rs per Each & Each Jewel
Maintenance & all expenses, Rabat
& that the Each asked for Jewels
& ready money & that they will
bring Jewels & Deposition said "please
value them" - He said that in the
ground floor where he has Room,
Kuckan Kristnajee brought two boys
& Ullens to the Plaintiff who was sitting
in the Hall in the ground floor
Plaintiff told me to count, I did so
by Price, there were 2 no Ullens &
15 Rs value. Plaintiff told me to
put back the Jewels I did so, thereby

4th Witness / Defence / Continued.

were Each there - Krishnajee brought
Jewels in two Plattes, Narayana Mayadeo
& I valued three Jewels & Declared
the value to Mayadeo Ramchandra Patil the
Accountant I did not Each what was
Inside it was in Plaintiff which I
cannot Each. He valued Jewel by Jewel
& they amounted to a thousand Rupees &
Rent of 5000. There were 40 a 50 Jewels -
about. The Kuckan Krishnajee brought
some other Jewels, Canes two Each
Chains, Anklets, other Ornament Effects,
other Cash Rs 2 after Perusing the
Depositions, Wax & other Effects, the Ornaments
Articles were taken back by Kuckan
Krishnajee. The Ornaments were brought
from the Zafiendi, I did not see
the [illegible] where they were brought from
I sent the two boys & Peons close to
the Plaintiff - He told me to Each them
near her, & then sent them because the
Ornaments Plaintiff did the same
into the Jewels - & other Articles -

Ramen Veetan, A Tinantaya Rem,
Vairayanabayudu, Sheka Rem,
Rama Rem, Bapaya Rem, A Paidam
Vanayah, Their friends Thayal were present
Hayagi Rem, A Mmetho a Their Attes.
Jotini Rem Why Paidamanayah
Came - Plaintiff asked for about
for the balance 3000 Rs. & Then said
it should be given next day, Ramen
Veetan said the first & Varayanam
Thayal & Tinantaya Rem Repeated
this - I for the bond for Rs 3000
next day, Plaintiff told me that
they had given it to him the bond
is to

Cross Examination I came Carriage
I was not here at the Cutcherry yesterday
I came to the Small Cause Court, I have
written a summons for the Collector
I came as a Pleader to the Small
Cause Court. I was Engaged in the
cases between the Cumbi Cutcherry
When I was called by a Deligent

4th Witness (Defence) continued

& the Collectors, I am acquainted
with the Defendant, and am giving the
Defendant his instructions & was against
me in the Small Cause Court, there has
been a warrant out against the Defendant
last 2½ months. I cannot say whether
I should have been present or not.
Plaintiff did not call me. I had
received no previous instructions to attend
on that transaction from the Defen-
dant & being called by the
Plaintiff — I was Head Shirtar, my
Younger brother also is employed there
here other gumastas there. The keys
were held by the Defendant, the
Defendant must be asked whether keeping
there was any Peon gumasta for
the Peons accounts, I cannot say
the Parties were detained
by me were present to the Bench
moved the Peons &c into the
room for the Parties all the parties
were present when the Plaintiff
gave the Peons
Lifters & put the Peons & papers

Witness was present when the Land was shown me by Plaintiff — The price of that land was asked & the account was delivered to him — I was then in receipt of a salary from the Japhendeen of 3 pagodas a month —

Re-examination. I am in arrears for debt, I owe the Japhendeen about an amount for I came from Mannar with Vagaram & from Vagaram I came to this last night — My duties as Shroff were to receive rents from the villages — the said persons Retailers were present when the lease was executed & then to him in the presence of Plaintiff

Witness

Solemnly affirmed before me on the 21st day of September 1865

P. Pavlinus
Assistant

5 Witnesses Defence

Parasaranayagam, son of Appa Sastrier residing at Brahmin, age 75 years, Cannapen to the Ami Japhen, a cultivator & Hindoo who on oath solemn affirmation saith —

I pay allegiance to two villages to the Japhendeen, have done so always, I know Plaintiff. I know the present Japhendeen, I pay allegiance at the Catcheri Cutcheri, that is at Vagaram, I do remember Nathan particular when he went there about 10 years ago, Plaintiff, when I & was present, told me that there was a dispute between he & the Japhendeen, that he wished to live separate, that he was poor & had no means, that Mediatics had power the amount at 3.000 Rix the parties & the Mediators who were all there

He said the amount was for the
maintenance & [illegible] Mrs; the
mediators were Narayan Nayden,
Ramen Reddi, Balaji Rao,
Timmaya Rao, K. Rama Rao,
K. Sheku Rao. There were also present
Reddi Setti & Nagoji Rao relations
to the elder P. Then the Mediators
began it was usual for the boys
to the Jagirdar's house after the case
is finished. Krishnayah brought
in two platters, gold lace, jewels
were with precious stones, & pearls
& laid them before the mediators, &
went back & brought two bags, which
were sealed & their contents was
gold mohurs & 15 Rs, the mohurs
were counted before the lady & put
back in the bags, there were Rs 2000
mohurs, 1000 were put in each bag.
Reddi Setti & Krishna Rao) counted

5th Witness (Defence) Continued

them, the bags were then put near
Plaintiff - the jewels were valued
are by Narayana Nayden
& Reddi Setti. the value of the pieces
was stated to Nagoji Rao who stated
them in an account to be duly entered
the account it was in Mahratta, the
value of the jewels was found to be a
little short of 50000 Rs. Krishnaiah
went for some other jewels to make
up the 50000 Rs. Reddi Setti
and Narayana Nayden said that
the value was short of Rs 50000. to
Krishnayah went & brought some other
jewels. I do not recollect what jewels.
The jewels were put near the Plaintiff,
the mother & her grandson put
near the lady (Plaintiff) - Plaintiff
asked for a knife when the mediators
removed to give her [illegible]
[illegible] two days

No 31

1865

Rajah Sahoji Sahib
Trustee of the late
Pandit Jagannadas

Tirumala Ramdas
Jagannadas & Others

Metropolis

Ramachendra Rau

1. Narayan Hedhave
2. Nagoji Rau
3. Krishnama Charlu
Rhenuji Calcar
Krishna Ayengar
4. Reddy Shetti
5. Parasuramayah

Interpretation Shortly being
sworn at this juncture & the Court
& Jury accidentally Plaintiff told
me ten mediators were Narayan
Wagoji, Timmaraja Rau & Ramen
Hedave; I did not know previously that
these three were Plaintiffs mediators -
I did not know about the mediation
either, until then when Plaintiff told me,
I also did not know previously that
Rs 83.000 had been paid as the
amount to be paid - The Jagannadas
filed me became & gave evidence -
Jr. Court
went to Nagaram on that occasion
in the morning & returned in the evening
I had not been at Nagaram during
the 15 days previous - Village village is
3 miles from Nagaram

Solemnly affirmed before me on the
21st day of September 1865

P M Baird
Asst Collr

Issues.

1. On what grounds does Plaintiff base her claim for an allowance of Rs 2500 a year during years to come?

2. On what grounds does Defendant, Subbaiah, claim Rs 2 a month with arrears from the 17th of June 1853?

3. On what custom & for what reasons does he claim Rs 120?

4. As to the payment, is non-payment of Rs 100 to Plaintiff & if paid for what object?

5. If it should be held that the payment of Rs 2 was made, would the conduct of such payment be binding on Plaintiff's son Subbaiah?

6. If the 2nd defendant be held to be entitled to maintenance, what sum Rs 125, for persons to be ample?—

Remarks

Dhathaiah Pillai by his guardian Father
Seats 126 & 134 Strangers Plaintiff
Law
Regular Appeal No 3 of 1863 vide Part I
Vol II. High Court reported cases
which is this Title
all acts of the guardian of a Hindoo Infant
which are such as the infant might, if of
age, reasonably & prudently do for herself,
must be upheld when done for him by
his guardian—
"Such a guardian may bind his ward
by assenting to a punchayet & thereby
caste a question of customary practice"

Regular Appeal No 13 of 1864 vide Part II
Vol II. High Court reported cases.
A division of property took place in 1837
between A, the mother & guardian of the
Plaintiff, & B, the husband of two children
less infants, the Defendants—
In a suit to recover possession of the property,

Rec: 35 Oct/65

In Equity Jan Mo 6243/65

No 1 Translation

Account of the amount of Seal given by the Arni Sirkar to Rajasree [illegible] the late Jaghiredar [illegible] Row Sahib, and her Son [illegible] Row, to the value of Rupees 5,000. which amount was settled to be paid to them thro' Mediators in lieu of all expenses. Arni Jaghire Sirkar 9th June Fusly 1262.

1 Moottosaram of 7 strings including Inoola Addiga pathakam Set with Rubies

Particulars	Rs	as	p
725 pearls	Rs 4000		
2 Inoolai Addigas	500		
7 Pathakams	550	5050	— — o
1 Pair of Pearl Vallees containing 120 pearls	1000	— — o	
1 Set of Head Ornaments	4000	— — o	
1 Pair of Kaninals set with Rubies including Cummasaram	1500	— — o	

1 Nagai Addiga/Kalapat		
taka/inclusing the pendant	1000	
1 Pair Kattakabaral set		
with/vajuram/diamonds	1000	
1 Pair of Cannigasiram set		
with/vajuram/diamonds	250	
1 Kaddoo	1000	
1 Valaels or ornament for		
the wrist set with rubies	350	
1 Set of Koochoo set with		
rubies containing 3 parts		
and a Bhashing	550	
1 Samaitha poo set with		
rubies	200	
1 Coppy set with rubies	170	
1 Ponchi/ornament for the		
wrist/set with rubies	1100	
1 Rakadi, set with rubies	1700	
1 Set Gold Jadasaram		
weighing 175 P.W	500	
1 Gold Samaitha poo weighing 6½ P.W	25	
1 Pattay waist chard weighing 250 P.W	1000	
1 Jela mani of 4 strings weighing 100 P.W	400	

1 Poovaragan mala	1200
1 Gold Kandi weighing 250 P.W	1000
1 Gold Chenthrakaram of 9 strings	
weighing 250 P.W	100
1 Pair of gold Vankis weighing	
500 P.W	2000
1 Pair of small Vankis weighing	
200 P.W	800
1 Gold Naganmudi weighing 100 P.W	400
1 Pair of gold Kankanam	
weighing 87½ P.W	350
1 Pair Manilla Valayel	150
1 Pair gold Ponchis	140
1 Pair gold Soda valayel	140
1 Pair Gold Patti weighing	
87½ P.W	350
1 Pair gold Bungles	
weighing 300 P.W	1200
1 Pair gold chains weighing	
200 P.W	800
1 Pair of Cattharibaral set	
with/Ironickam/Rubies	700
1 Pair of Thoda set with	
/vajuram/diamond	200

		Rs.	as.	p.
1	Nakku Tottu / Jornaie / set with / vajuram / diamond	100		
1	Nakku Tottu / Jornaie / set with / manickam / ruby	50		
1	Pearl candy of 7 strings containing 955 pearls & a Pattacam set with / vajuram / diamond	4500		
1	Gold summa Candi, weighing 100. PW	400		
1	Pair of Kammal set with Rubies	200		
1	Gold Cap weighing 100 PW	400		
1	Gold / Kalam / plate weighing 200: PW	800		
1	Pair of childs bankies weighing 62½ PW	250		
1	Gold Coppai	25		
1	Gold Chenthraharam of 3 strings weighing 50. PW	200		
1	Set gold waist Salangay weighing 50. PW	200		
1	Gold waist Chain weighing 37½ PW	150		
1	Gold Small Candi 100. PW	400		
1	Pair gold Ponchi 50. PW	200		

		Rs.	as.	p.
1	Pair gold binthly 10. PW	40	5	
1	Set of Jagir set with rubies emerald & cat	2000		
1	Gold Panchapatheram weighing 75 PW	300		
2	Koschoos set with / manickam / rubies	400		
1	Pair small gold Bangles weighing 75 PW	300		
1	Pair gold chains weighing 50. PW	200		
1	Pachi / emerald /	700		
150	/ Vajurams / diamonds	4500		
12	bodies of rubies	600		
1	String of Pearls containing 200 Pearls	1400		
1	Pair Silver Gajja Solusu weighing 6 Seers	150		
1	Pair Silver twisted Gajja Solusu weighing 2 Seers	50		
1	Pair Silver big chains weighing 4 Seers	100		
1	Pair Silver Padagam weighing 4 Seers	100		

4. Silver Mettoo ... 35 — — —
1. Pair Silver Munchi ... 5 — — —
2. Silver Cups weighing
6 Seers ... 150 — — —
1. Silver plate (for eating out of)
weighing 8 Seers ... 200 — — —
2. Silver peela Cups weighing
2 Seers ... 50 — — —
1 Silver Panchapatram ... 10 — — —
1 Silver Chumboo weighing
6 Seers ... 150 — — —
1 Silver plater weighing
2 Seers ... 50 — — —
1 Pair of Silver Small
Pajjagoluso ... 35 — — —
1 Silver Small Pancha-
patram ... 20 — — —
1 Pair of Silver Anklets ... 25 — — —
2000 Gold Mohars of 15 as. ... 30,000 — — —
1 Bond ... 3000 — — —

Totab Rupees — 83,000 — — —

(true translation)

P. M. Paulus
Coy. Interpr.

13-8-65

Enclosure in letter No 528
dated 30th September 1865

Rev. 3564/65

Pros. 16th Feby. 1866 Ins No 303

Document No 1 and its
translation

In Encl 2 In No 6243/65

though the Govt passed
many orders about the
case - Prays that an
order may be issued for
the disbursement of
arrears, marriage &
pensions & for being regular
in the payment of monthly
allowance hereafter

Rev
Petition No 243 of 1865
& P. 343 of 1863.

From Sultan Row
Sahib the Bo: Gon: of the
late Appa Row
Jaghiredar of Atni
in the North Arcot -
Rev-3564/65
Dated 9th
Recd 22d
In Encl 2 In No 6243/65

Refers to his former
petition to Govt dated 1
Oct. last. States that
no reply has as yet been
granted to the Petition
above alluded to - Compl
that the said Remunder
has not yet disbursed
the arrears for 10 years
& office to the Peti-

Regd

No. 38 of 1868.

Government of the Colony of
Queensland to wit. Be it known
that on the 27th day of
June 1868 Government Notice No. 380
of this year was published
in the Queensland Government
Gazette

Dated this
11th June 1868.

Colonial Secretary

presented several petitions to the collector & the Board & Govt touching this subject yet no order has been passed upto this time.

Representing her difficult circumstances prays for an order to grant her a village as was granted to her mother in law & also to pay her certain Ready money allowance with arrears of the Peiz of a village for the 10 years.

Collectors No. 242 of 1864.
No. 34 3 Feb 1863.

From Bajoo Boyee Sub to the Legal Widow of the late Srinivasa Chetty the Jaghiredar of Erni in North Arcot

Rev. 3564/65.
Dated 19th December 1863.
Rec'd 22nd

Complains that for the last 10 years the present Jaghiredar neglected to support her & her son with dignity according to the Pramul of the Jaghire that although she

Rev. 3564/65.
Proc. 16th Feby 1865 No 303

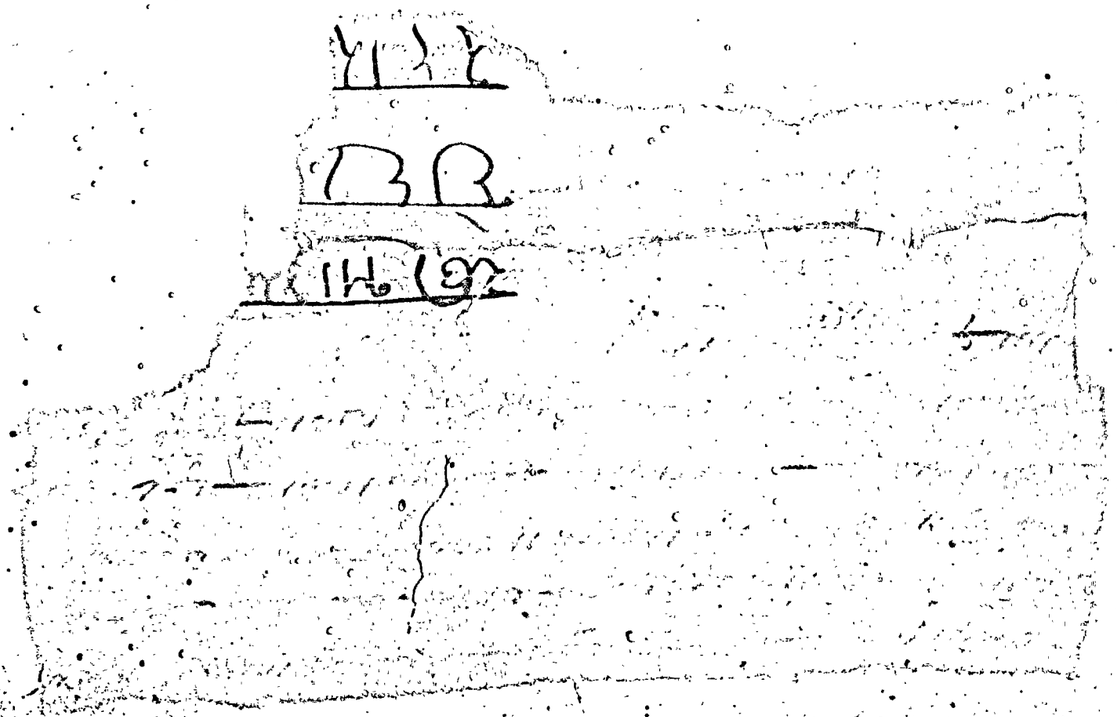
Bonds No. 256-257-258 off 64 and
4 01 of 1883.—

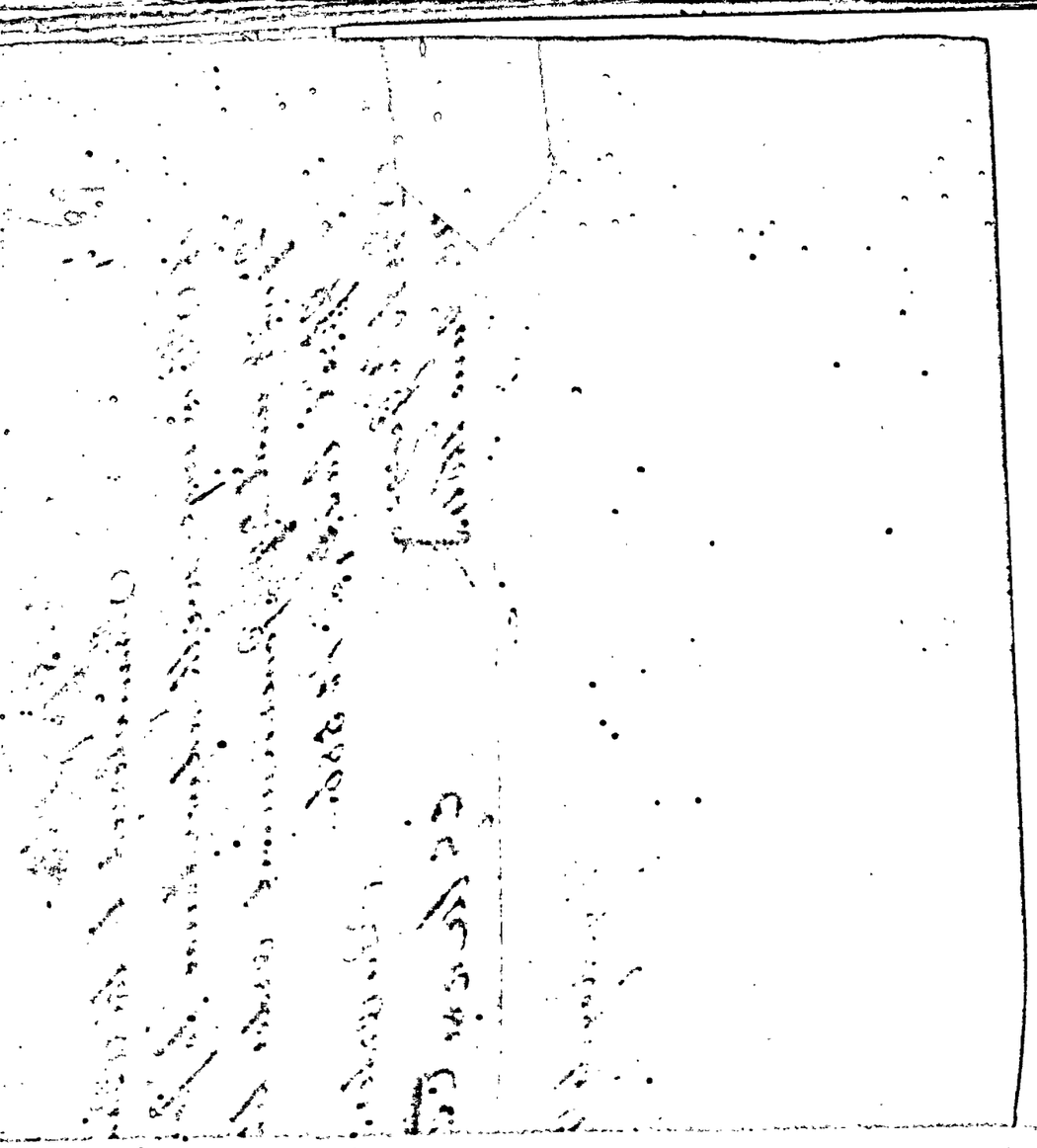
Forwarded to the Collector
with reference to the Board's
Proceedings dated 9th April 1884
No. 2150 & the Orders of Government
noted therein.—

By Order

Cheetah
30th June 1884.—

W Walsh
Subalterns





RECEIVED 1937

ARMEE

No. 2598 of 1863.

Transferred to the Board of Revenue with advertence to paras. 27, 28 and 29, Government Order 6th ult. & April last, No. 586.—

By Order.

For Fort St. George
11th June 1864.

Dy. Secy. to Govt.

Extract from a letter from A. W. Sullivan Esqr. Sub. Collector of North Arcot to C. Whittingham Esqr. Collector of North Arcot dated Vellore 20th May 1859. No. 91.

× × ×

Para 2. Although by para 3 of his sunnud the Jaghiredar is bound to submit to the orders of Government in making provision for the nearer Members of his family I apprehend it never was the intention to interfere in the division of private property or to insist upon the granting of Villages & other marks of favor upon any principle of precedent in a former generation & to this the demands of Rajah Saboye Sahiba in their present form virtually amount.

3. The Jaghiredar expresses his willingness to make provision for Rajah Saboye Sahiba's —

maintenance provided she conducts herself in a way becoming her position & treats him with that respect to which his position as head of the family properly entitles him / to neither of which conditions has she as yet shown any inclination to conform at least so he says and in this respect I have reason to believe with truth / and provided also that she gives up certain property of her husbands the late Jaghiredar which she took possession of at the time of his decease & before the usual division of property between the surviving relatives had been made agreeably to the usages of the caste & family -

4 I am not aware whether any steps have been adopted with reference to para 20 of my letter immediately referred to but I can only say that from the young Jaghiredars conduct in the case since that letter was written the intimation I mentioned seems to me still more emergently called for -

5 My own impression is that the majority of the Witnesses cited on behalf of Rajah Saboye Sahiba are more or less friendly to, or else under the direct - influence of the Jaghiredar, & are unwilling to come forward - on behalf of the complainant -

/ Signed / A. M. Sullivan
Sub Collector

/ True Extract /

Ag. Sub Collector.

Extract from a letter from Lieut Pelham
Engr Sub Collector of North Arcot to
Major Cunningham Engr Collector of North Arcot
dated Vellore 23rd March 1859. No 54.

x x x

Para 20. States the opportunity
of bringing to the notice of the
higher authorities that I consider
it necessary that some very de-
=cided intimation should be
made by them to the young
Engineers of the Army that it is
their duty to afford every facility
for the investigation of all matters
connected therewith and not
as he invariably does to throw
every hostile impediment in
the way of such investigation.
a line of conduct which I have
had occasion than once of late

to bring to your notice. He is

Rev. 3564/65

Enclosure in letter
No 528, dated the
30th September '65.

Rec. 16 Feby /66 Ld. L 303

Extract from Lieut Col.
Irvine's letter, dated
20th May '59. No 91

In Encl 2 to No 6243/65

a Gentleman well disposed
yard the himself this in very
Said hands; one of his principal
Officers as a Sahukar dismissed
from Government employ for
misconduct.

/Signed/ H.H. Mahillan
Asst Collector.

/True Extract/

H.H. Mahillan

Offg Asst Collector.

Rev. 3564/65

Enclosure in letter
No. 528, dated 30th
September 1865.

Proc. 16. Feby. 1866 No. 303

Extract from Inv. Sub
. levani letter dated
23d March Sq. No. 54

In Enc 2 In No. 624 3/63

Enclosure in letter
No. 528, dated 30th
September 65.

Rec. 3564/65
Pros. 16th February 1866 L 303

Document ##

In Conc 2 Sr No 6243/65.

It turns out that the date given in the B.R. as the date from which Cooba Rows allowance ought to be paid should have been written 17th April 1854 instead of 16th April 1854.

Thus according to the Dispatch G.O. the yearly allowance will have to pay R 30,000 instead of R 50,000 as the Hon'ble the members of Council thought when they passed it.

The Board say they cannot find out from their records

I am directed to request that you will call the attention of Government to the above circumstance, and to say that the Board will be glad to receive the necessary instructions for the payment of the allowance.

This 19th

Collector

that the net revenue of the Taphire is. the first year is £ 10,000 Nor would it in the ensuing years might perhaps similar be liable to any such deductions.

Cross Row & his mother must have applied to the Collector in 1854 for & find that the Taphiredar had no answer to their claims in the 1861 Dec 1864 Vide paras Mr Robinson's letter of 15th

The amended Bill has only been shown to me to-day

24.1.66

It has been urged in the Taphir Court that an award of annuities ought to have effect only from the date of the formal judicial proceedings to recover them and that arrears for any period previous to that date should not be adjudged.

The Taphir considers that where the Taphir has been claiming the allowance it has been the endeavour of both to avoid litigation and the claim was made when the present Taphirdar received charge of the Taluk? Upto, arrears from that date are justly payable to the brothers at the full amount and might fairly be taken for a period of two years as previous to other possible date. But it is understood to be the wish of the Taphirdar that the Court may take such order as to arrears as may be just & equitable.

If the brothers and mother should come forward on the Taphirdar's solicitation & the proper claim should the arrears payable date from the date when they first sought the assistance of the Court

29.6.66. ADR

Petition certainly should not so much
regard the person whom he signs as
substantially as the petition, if his pro-
-fession which petitioners, if his pro-
-fession without liability the signa-
-tures have weight as the petitioners
they should calculate this I do not
whether any amount of signatures
whether any amount must have any
how ordered Government's proper petitio-
only. Payment of arrears not been
hearing on the 29th inst. Petition
from Bhoorg Dec 65/4426 that the Petitioner
both of Rajah Sahoy & Soobah Dowlah on pitiful
pension with Wolly & obtain the King
Close & admonished chiefs, they attend
take the chance of any delay that may
occur in their adjustment JPS

Petition of Kishorund Ghose dated the 6th December 1865

Petitioners Petition

Read the following Petition

Submitting with reference to letter from the Collector of N. Beerbhoom reporting, on the claims of Rampuhat Sudder, widow of the late Rajah Jaghirdar of Ouree, and of her son Bullah Ram, to maintenance from Government

Read

Mr. A. Hall

Mr. A. Hall

Mr. A. Hall

This allowance shall be in
exception of Boodhoo
Ram and his mother
Rajah Soobhagi in satis-
faction of all demands.

A written agree-
ment accepting this allow-
ance and engaging to
make no further claims on
the Jaghiredar must be
given from Lachuk Ram
Rajah Subaye by the
Potah before this order
~~is communicated to the~~
~~Jaghiredar is~~ enforced.

In the Observing Accounts of the
Hon'ble Mandal Princes.

this proposal to give
him his allowance
of R 2 - on
deed. Soobh Ram
a half brother of
present Rajah
and all claim
to succession
of the express
terms of the grant

Having regard
the circumstance
relative to the demand
originally made by
these persons, the fact
that the
the payment of
arrears to a long

Jaghiredar will be required
to pay an annual sum
of Rs - which
~~shall be~~

Revenue 1866 Dec.r 6th

Pro: of Govt for Feb.y

No. 418.

Pro: of the Madras Govt
Dy 16th Feb.y 1866.

22-11-66

15-1-67

The grant of Rs. 250
per mensem to be given
by the Sagheedar of Arnee
for the maintenance of
his Mother and Step Mother.

Rs 308 : 30 c.