

CONFIDENTIAL.

Revenue (1898) Department.

MISCELLANEOUS SERIES.

G.O., No. 3441

Confidential
DATED 23rd Aug.

[Despatch Abstract.]

Approving with remark the execution
of the draft deed of release submitted by the
Colls of the Vizianagaram Zamindari.

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Government {1898} of Madras. REVENUE.

CONFIDENTIAL.

(MISCELLANEOUS.)

<i>Recd.</i>	} 1898.	<i>Enclosures</i>
<i>Regd.</i>		<i>Spare copies</i>

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.

Vizianagram Zamindari.

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian, —.

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharani may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but substituting the new terms, viz., that the Maharani herself abandons the legacy of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 now admitted to be due otherwise instead, while the Rewa Maharani accepts an annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator under the aforesaid will or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharani, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Manyu Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Manyu Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaja of Vizianagram, G.C.I.E., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Manyu Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property and all rights titles privileges honours and insignia of the family of the Testator which he then possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the said Dowager-Maharani of Vizianagram Twenty lakhs of Rupees should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows:—

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said
Maharani Sree Pusapati Alaka Rajeswari
Maharani Saheba Munya Sultana of Vizianagram in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of } Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maha-
rani Sree Pusapati Alaka Rajeswari Maha-
rani Saheba Munya Sultana of Vizianagram
as the natural guardian of the said Chitti
Baboo Vizia Ramaraj in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani Mirza Munya Sultana Saheba Sree Maharajya Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A. Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapathiraz Maharaj Munya Sultan Bahadur of Vizianagram, G.C.I.E. son of His Highness Sri Vizia Rama Gajapathiraz Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property moveable and immoveable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of 16 lakhs he the Testator had promised to give to his sister the Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of 16 lakhs of Rupees should be given to the Maharani of Rewa from the said Estate And Whereas by the third paragraph of the said Will the Testator directed that the above mentioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator's mother the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will And Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 15 years or thereabouts And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizia Ramaraj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani of Vizianagram and the Maharani of Rewa are satisfied that the payments in full of the said bequests of 20 lakhs and 16 lakhs of Rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani of Vizianagram and after her death in consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, Revenue, dated 15th October 1897 until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the Dowager-Maharani of Vizianagram and the Maharani of Rewa would save as herein-after provided release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of certain portions of and charges connected with the several bequests of 20 lakhs of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator Now this Indenture witnesseth that in pursuance of the abovementioned desire and in consideration of the premises and of the natural love and affection which the Dowager-Maharani of Vizianagram and the Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is hereby agreed as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will other than the said legacy of 20 lakhs of rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the Testator during his lifetime and interest due thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizia Ramaraj by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree
Pusapati Alaka Rajeswari Maharani Saheba
Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of

Signed sealed and delivered by the said W. A.
Willoek, Esq., as the Collector and Guardian
to the property of the said Chitti Baboo Vizia
Ramaraj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the * draft deed should be replaced by the term "jointly" or "jointly and severally."

* Underlined on page 6 of the G.O.

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

Exd. J. Henricus.

12 Copies.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the Maharanis of Vizianagram and Rewa.*]

*Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated
1st August 1898.*

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation

G.O., No. 314, dated 26th May 1898.

and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs. The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of "all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.
It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.
G. S. FORBES.
13-8-98.
A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states “if the management of the samas-*thanam* of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc.” It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram Zamindari, and the District Court appointed him guardian of the property of the minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs “in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs.” This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani “any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon.” Mr. Willock points out “that the Maharani, as the senior member of the family, is anxious to make this reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

I see no objection.

A.T.A.

ernment Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani's obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.
11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that “if the management is entrusted to an officer selected by Government . . . they would release the estate.”

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock * may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly* or *jointly and severally*.

H. W. B[LISS].
18-8-98.

O
18 2,001-20-3-98.

Revenue (1898) Department.

CURRENT No. 5548

To Secretary—
Please see a draft below.

V.K.R.
20-8-98.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]

Read letter from Willock in
full with enclosures 98
23/8/98
H.P.

From

W. A. Willock Esq.
Collector & Guardian
Vizianagram Zamindari
Vizagapatam Dist.
No. 22.

Order (mis) no. 3441 d/23rd Aug 98.

The Collr of the Vizianagram Zamindari will be informed that the Govt. sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word 'mutually' on pages 4+5 of the draft deed should be replaced by the "jointly" or "jointly and severally".

To the

To the Board of the Collr

of the Vizianagram
Zamindari.
with draft deed

(From orders)

K.R.
20/8/98

Dated 1 Aug.

Received 8thRegistered 9th

Enclosures 3.

Spare copies

SUBJECT.

Informing Govt. that the execution of the deed of relinquishment by the Mahars of Vizianagram may now take place & enclosing a copy of the Govt. Solicitor's letter making a few minor corrections in the deed of release.

BACK PAPERS.

G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.

No 12.

Vizianagram
1st August 1898

From

W. A. Willock Esqre

Collector and Guardian

Vizianagram zamindari

To,

The Honble Mr. G. S. Forbes

Revenue Secretary to the Government,

Fort St. George,

Madras.

Sir,

With reference to paragraph 5 of Govern-
ment Order No 56 Rev. dated 31st January 1898
I have the honor to inform Government that
I think that the execution of the deed of relinquish-
ment by the Maharanees may now take place.
I do not think that either of the ladies are other
than perfectly satisfied with the way in which the
management is being conducted and they are
both quite willing to carry out their promise on
the subject.

I have therefore had a new deed, which
I submit for approval, drafted by the Government
Solicitor on much the same lines as the origi-
nal one but substituting the new terms - viz. that
the Maharanee herself abandons the legacy of
Rs 20,00,000/- and accepts the acknowledgment of
her claim of Rs 11,00,000/- now admitted to be due

Madras 27th July 1898

Dear Sir,

1. I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft Release is the proviso to the effect that the Release shall not be held to deprive the Dowager Maharanee of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will or as Mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the Testator during his life and interest due thereon.

3. By reserving the rights of the Dowager Maharani "under the aforesaid Will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid Will," be inserted the words "other than the said legacy of 20 lakhs of Rupees."

4. In reciting the Testator's Will I see you have altered the words "the Samastanam funds," the actual words used in the Will, to "his Estate" and "the said Estate". It is usual in reciting

See clause
1 (b - 1b) of
the deed

The words
have been
inserted
8/2

a document, to give the words actually used or as near thereto as may be but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the Will, she is entitled to Rupees 6000 a month for pocket money and the Maharanee of Rewa is entitled to Rupees 3000 a month during her mother's lifetime and then to Rupees 6000 a month and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the Release which I return herewith but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the Estate. You have applied to me as Government Solicitor with reference to the Release but I think you will agree with me that this work which is for the benefit of the Estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly

be said that Government is interested in the arrangement come to with the Maharani's but the Minors' Estate is very much interested in the arrangement and benefits considerably thereby.

Yours faithfully

(sd) Ernest Barclay.

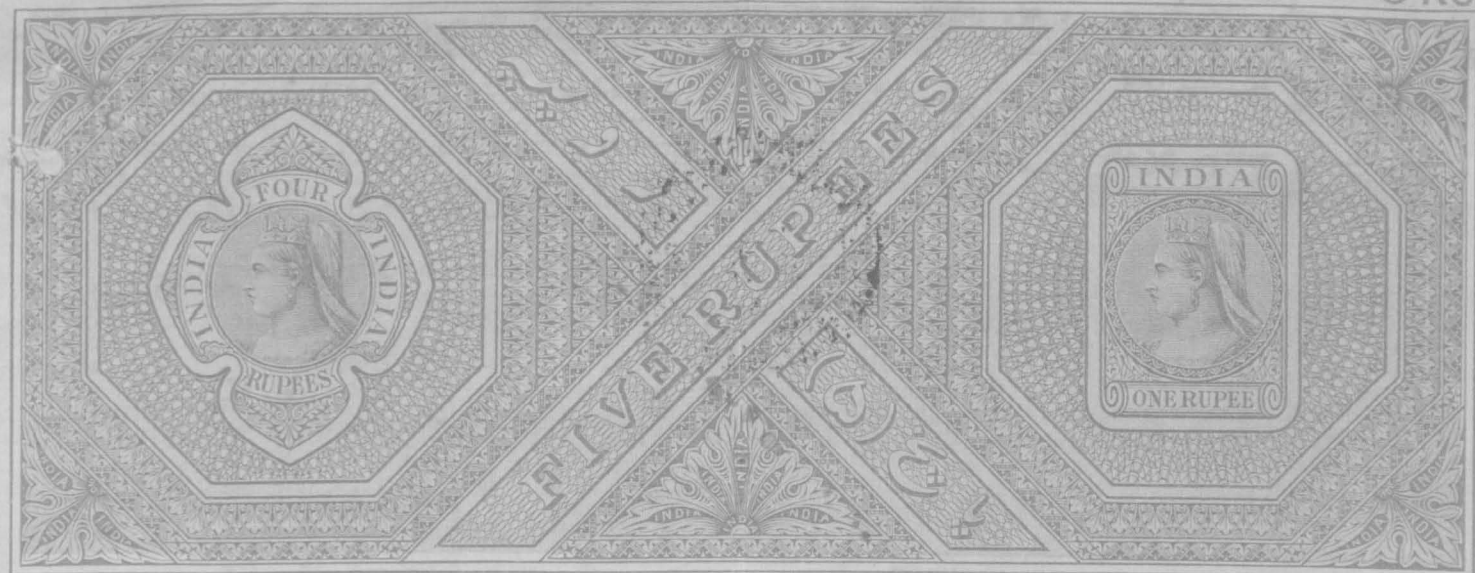
W. A. Willock Esq.

Fort

Vizianagram

WAW:mk

(True copy)



This Indenture made the eighteenth day of July
 One thousand eight hundred and ninety seven between
 Her Highness The Maharani Sree Pusapati Alaka
 Rajeswari Maharani Sahiba, Manya Sultana of Vizianagram
 hereinafter called the Dowager Maharani of Vizianagram
 of the first part Her Highness Sree Vizianagram Maha-
 raj Kumarika Appala Kondiah Chinn Maharani
 Sahiba of Rewa hereinafter called the Maharani of
 Rewa of the second part and the said Her Highness
 The Maharani Sree Pusapati Alaka Rajeswari Maharani
 Sahiba, Manya Sultana of Vizianagram hereinafter called
 the Dowager Maharani of Vizianagram as guardian
 for and on behalf of her brother's son Chitti Baboo Vizian-
 Ramaraj a minor of the third part Whereas by his will
 dated the twenty second day of July One thousand
 eight hundred and ninety six His Highness the late
 Ananda Gajapaturaj Maharajah of Vizianagram
 G. C. & E son of His Highness Sree Vizianagram
 Maharaj Manya Sultana Bahadur of Vizianagram
 G. C. & E appointed the said Chitti Baboo Vizianaramaraj

and

A circular postmark from STAMPA, ITALY, dated 1911. The text "STAMPA" is at the top, "ITALY" is at the bottom, and "1911" is in the center. There is a small star-like symbol above the "1911".

4

the said Will Testator directed that the above mentioned sums of twenty laes and sixteen laes should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will and Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue and Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand Rupees per month in the case of Testator's mother the said Dowager Maharani of Vizianagram and three thousand Rupees per month in the case of Testator's Sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager Maharani of Vizianagram a sum of six thousand Rupees per month should be paid to Testator's Sister the said Maharani of Rewa and Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia

4 79
Vizia Ramaraj to be the sole Executor of that his Will and Whereas the said Testator died on the twenty third day of May one thousand eight hundred and ninety seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years and Whereas the Estate of the Testator is indebted in various large sums of money in addition to the above mentioned bequests of twenty laes and sixteen laes of Rupees and the said Dowager Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty laes and sixteen laes of Rupees respectively would taking into consideration the other liabilities of the Samastanum seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanum property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanum and are therefore desirous

CH

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desirous of making arrangements for the benefit
of the said Chitti Baboo Vizia Ramaraj and of the said
Samastanum by releasing the Estate of the said
Testator from the payment of the said several sums
of twenty laes and sixteen laes of Rupees respectively
And Whereas in pursuance of such desire the said
Dowager Maharani of Vizianagram and the said
Maharani of Rewa have mutually volunteered to the
Government of Madras that if the management
of the Samastanum of Vizianagram is entrusted
to the said Dowager Maharani of Vizianagram
and after her death to the said Maharani of Rewa
until the said Chitti Baboo Vizia Ramaraj shall
attain his majority they the said Dowager Maha-
-rani of Vizianagram and Maharani of Rewa
would release the Estate of the said Testator and
the said Chitti Baboo Vizia Ramaraj from payment
of the several bequests of twenty laes of Rupees and
sixteen laes of Rupees bequeathed by the Will of the
said Testator and that the said Dowager Maha-
-rani of Vizianagram or Maharani of Rewa would
further pay from the funds of the Estate for the
appointment of a special European Officer to be
selected by the said Government of Madras to
assist the said Dowager Maharani of Vizianagram

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or Maharani of Rewa in the management of the said
Samastanum Now this Indenture Witnesseth that
in pursuance of the above mentioned desire and
in consideration of the premises and of the natural
love and affection which the said Dowager Maha-
-rani of Vizianagram and the said Maharani
of Rewa mutually have for the said Chitti Baboo
Vizia Ramaraj it is agreed as follows:-

- (1) The said Dowager Maharani of Vizianagram
doth hereby acquit release and for ever discharge
the said Chitti Baboo Vizia Ramaraj or other
the heir successor or legal representative of the
Testator and also the Estate and effects of
the Testator from and in respect of all monies
from time to time or at any time advanced
by her to the Testator for Samastanum expenses
or otherwise and from and in respect of all
securities at any time given in respect of such
advances and from all Accounts actions
claims and demands in respect thereof up
to the date and execution of these presents.
- (2) And the said Dowager Maharani of
Vizianagram does hereby renounce and disclaim
the said bequest of twenty laes of Rupees bequeathed
to

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GH

to the said Dowager Maharani of Vizianagram by the will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty laes by the will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen laes bequeathed to the said Maharani of Rewa by the will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this indenture execute an undertaking to treat the said Maharani of Rewa with all customary honor respect and consideration due to her position as Maharaja Kumarika and Chima Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanaw situated in

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in the Vizagapatam District or at Benares Calcutta Madras or Colacumund according as the said Chima Maharani may from time to time elect.

(4) The said Dowager Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanaw of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanaw duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanaw or the Management thereof by the Government of Madras and subject also to the control and advice of a Special European Officer to be selected by Government to assist the said Dowager Maharani

of

of

of Vizianagram in the Management of the
said Samastanam whose pay and remunera-
-tion shall be fixed by the said Government
of Madras and shall be paid by the said
Dowager Maharani of Vizianagram or
Maharani of Rewa out of the funds of the
Estate.

(5) The said Dowager Maharani of
Vizianagram and the said Maharani
of Rewa will whenever requested so
to do by the said Government of
Madras present a petition to the
District Court of Vizagapatam or other
the Court having Jurisdiction for the
appointment of such special European
Officer as the guardian of the Estate
of the said Chitti Baboo Vizia
Ramaray and when such appointment
has been made will enter into such further

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or other formal document with him for the
purpose of carrying out the terms and Conditions
of these presents as may be desired by such
guardian.

In Witness whereof the parties hereto
have hereunto set their respective hands and
seals the day and year first above written.

Signed sealed and delivered
by the said Maharani Sree
Dusapati Akka Rajeswari
Maharani Sahiba Maaya
Sultana of Vizianagram
in the presence of
W & W Muth ICS Madras
Banuntarow Vizianagram

CH

Signed sealed and delivered
by the said Sree Vizianagram
Maharaja Kumarika Appaloe
Kondiah Chima Maharani
Sahiba of Rewa in the presence of
W & W Muth ICS Madras
Banuntarow
Vizianagram

CH

Signed sealed and delivered by the
said Maharani Sree Dusapati Akka
Rajeswari Maharani Sahiba
Maaya Sultana of Vizianagram
as the natural Guardian of the
said Chitti Baboo Vizia Ramaray
in the presence of
W & W Muth ICS Madras
Banuntarow
Vizianagram

CH

This Indenture made the day
of 1890 Between Her Highness the Maha-
ranee Mirza Mumya Sultana Sahiba Sree
Maharajya Sukshmi Sri Pusapati Alaka
Rajinwari Maharanee of Vizianagram
(hereinafter called the Dowager Maharanee
of Vizianagram) of the first part Her High-
ness Sree Vizianagram Maharaj Kuma-
rika Appala Kondiah China Maharanee
Sahiba of Rewa (hereinafter called the Maha-
ranee of Rewa) of the second part and W. A.
Willock Esq. of the Indian Civil Service as
Guardian of the Property of Chitti Baboo Vizia
Ramaraj a minor of the third part Where-
as by his will dated the 22nd day of July 1896
His Highness the late Ananda Gajapativar Maharaj
Mumya Sultan Bahadur Maharajah
of Vizianagram G. C. S. E. son of His Highness Sri
Vizianama Gajapativar Maharaj Mumya
Sultan Bahadur of Vizianagram K. C. S. I
appointed the said Chitti Baboo Vizia Rama-
raj and his male issue to be the legal heir,
successor and representative of the said Testa-
tor and thereby bequeathed to the said Chitti Baboo
Vizianamaraj all his property movable and
immovable subject however to the conditions
therein set forth in paragraphs 2 and 7 of his
said will And whereas by the second paragraph

of his said will the Testator directed that as much money had from time to time been taken for the Samasthanam expenses from Testator's mother the Dowager Maharane of Vizianagram 20 laes of Rupees should be given to her from his Estate and also that as a sum of 16 laes of Rupees had been left by Testator's father in cash and notes and which said sum of 16 laes the Testator had promised to give to his sister the Maharane of Rewa but had used the same for Samasthanam purposes he desired and directed that such sum of 16 laes of Rupees should be given to the Maharane of Rewa from the said Estate And whereas by the third paragraph of the said will the Testator directed that the above mentioned sums of 20 laes and 16 laes should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said will And whereas by the 5th paragraph of the said will the Testator authorized the Dowager Maharane of Vizianagram or failing her her daughter the Maharane of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And whereas by the 7th paragraph of his said will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other

members of the family regard being had to their status the pocket money being not less than Rs 6000/- per month in the case of the Testator's mother the Dowager Maharane of Vizianagram and Rs 3000/- per month in the case of the Testator's sister the Maharane of Rewa and that after the demise of the Testator's mother the Dowager Maharane of Vizianagram a sum of Rs 6000/- per month should be paid to the Testator's sister the Maharane of Rewa And whereas by his said will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his will And whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said will And whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 15 years or thereabouts And whereas the said Dowager Maharane of Vizianagram has adopted the said Chitti Baboo Vizia Ramaraj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Illunja Sultan Bahadur K.C.S.I And whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager Maharane of Vizianagram to the extent of Rs 11,00,000 over and above the sums referred to in para (2) of the Testator's will And whereas the Estate of the Testator is indebted in

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expenses or otherwise over and above the said sum of Rs 11.00.000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts, actions, claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents. Provided always that this deed of release shall not be held to deprive the Dowager Maharani of Vizianagram of any claims or rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of 20 lakhs of rupees or as mother of the said testator or as adoptive mother of the aforesaid Chitti Baboo Vizianaram other than claims relating to monies from time to time advanced by her to the testator during his lifetime and interest due thereon.

2. And the Maharani of Rewa in consideration of an annual sum of Rs 40,000 to be paid to her from the estate of the said testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizianaram by his legal representative within six calendar months from the date of these presents executing an undertaking to treat the Maharani of Rewa with all the customary honor respect and consideration due to her position

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as Maharaja Kumarika and Chinda Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samasthanam situated in the Vizianagram District or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizianaram or other the heir successor or legal representative of the testator and also the estate and effects of the testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said will of the said testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904. In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed

Signed sealed and delivered
by the said Sree Pushapati
Alak Rajiswari Maharani Sahiba
Munya Sultana of Vizianagram
in the presence of

Signed sealed and delivered
by the said Sree Vizianagram
Maharajah Kumarika Appala
Kondiah Chinn Maharane
Sahiba of Rewa in the presence
of

Signed sealed and delivered by
the said W. A. Willock Esqre as the
Collector and Guardian to the Proper-
ty of the said Chitti Baboo Vizia-
Ramaraj in the presence of

Signed sealed and delivered
by the said Sree Pushapati
Alak Rajiswari Maharani Sahiba
Munya Sultana of Vizianagram
in the presence of

Signed sealed and delivered
by the said Sree Vizianagram
Maharajah Kumarika Appala
Kondiah Chinn Maharane
Sahiba of Rewa in the presence
of

Signed sealed and delivered by
the said W. A. Willock Esqre as the
Collector and Guardian to the Proper-
ty of the said Chitti Baboo Vizia-
Ramaraj in the presence of

of the said Chitti Baboo Vizia-
Ramaraj in the presence of
the said W. A. Willock Esqre as the
Collector and Guardian to the Proper-
ty of the said Chitti Baboo Vizia-
Ramaraj in the presence of

Notes connected with G.O. No. 3441 D/23.8.98

Rev. Secy

[Subject - Deed of relinquish-
ment taken executed by the
Maharani of Vizianagaram]

Letter from the Collection
of the Vizianagaram Gamindari,
No. 22 of 1.8.98 (c no. 5548).

To Secretary

On the death of the
Maharajah of Vizianagaram, the
Maharani was solicitous that
the gamindari should be left
under her management, until
Vijaya Ramaraj to whom it had
been bequeathed should come of
age. For this purpose she and her
daughters expressed their willing-
ness to relinquish the sum of
Rs 36 lakhs bequeathed to them
in the Maharajah's will (for
which please see under G.O. 3160
of 28.7.98). A deed of relinquish-
ment was accordingly executed
by them in July 1897 (which
will be found under the current
pages 1 to 10).

2. When orders were
passed in G.O. No. 876 of 15.10.97,
the following modifications were
made:-

The Maharani was

para 3 of G.O. 876
15.10.97

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REVENUE DEPARTMENT

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Supper No. 5348

to leave her claims on the estate in abeyance and to accept Rs 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs 8 lakhs) into an annuity of Rs 40,000 a year and to lend the other half (Rs 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraj. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharani.

3. Towards the beginning of the year Govt. accepted Mr Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

G.O. 876, para. 6
15-10-97

para 3 of G.O. 56
31.1.98. C

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharajah's will was intended to refer only to the second series of transactions. Government accepted this representation and expressed its willingness to admit the Maharani's claim to a sum of eleven lakhs. The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs 11 lakhs in payment of all demands against the estate."

(para 1 of G.O. 314
26.5.98) D

(para 2 *ibid*)

Her Highness foregoing the legacy of 20 lakhs."

5. In his letter read above Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found under the current page in pencil 11 to 18. The portion of the draft wherein it differs from the deed executed in July 1897 are marked in red pencil and the alterations made are briefly indicated below:-

(i) The portion marked A on page 13 of the current. This refers to the adoption of Vijaya Ramaswamy by the Maharani. A proposal to this effect was submitted for the approval of Government, which however considered it inadvisable

Notes under the D.O. from Mr. Willock of 7.12.97. E

inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

It is a mere recital. The deed is between the Maharani & the guardian of the minor. Govt. is not a party to it & is not conclusively bound by any recital in it.

8.7.13/98 MR

5/8 D

(ii) Portion marked B on page 13. This recites the indebtedness of the estate to the Maharani to the extent of Rs 11 lakhs. This is in accordance with G.O. No. 314 of 26.5.98.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the state from ~~portions of~~ payment of portions of the legacy only. Please see the

to the words underlined on pages 14 and 15 of the current. This is in accordance with para 3 of G.O. 876 of 15.10.97.

(iv) The original deed stated that the Maharani and after her death her daughters would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states "if the management of the Samasthanam of Vizianagaram is entrusted to an officer selected by Government and working in consultation with the Dowager Maharani &c." It is thought that this is in accordance with para 5 of G.O. 876 of 15.10.97. By this the Government appointed a Government officer as Collector of the Vizianagaram zamindari and the District Court appointed him Guardian of the property of the minor. The guardian was

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B

clause 4 on page 8 of current

page 14 of current

F

para 4 of G.O. 876
15.10.97 F

EXP

was to be subject to control by the Maharani and her daughters to the extent laid down in the instructions contained in para 5 of the order.

page 15 of the current

(v) The first article of the new deed expresses the Maharani's acceptance of Rs 11 lakhs "in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager Maharani of Vizianagaram and of the aforesaid legacy of 20 lakhs." This is in accordance with para 2 of G.O. No. 314 of 26.5.98

A.F.

D

(vi) Postion marked C on page 16. This reserves to the Maharani "any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid

to the
aforesaid Chitti Babu Vijaya
& Ramaraj other than claims
relating to moneys from
"time to time advanced by
"her during her life time and
"interest due thereon." Mr.
Willock points out that the
Maharani, as the senior
member of the family, is
anxious to make this
reservation, though she is
not very clear of the exact
nature of the rights and
privileges reserved, but that
the Govt. Solicitor has no
objection to this reservation.
The latter points out in para
5 of his letter that one of
the rights of the Maharani
is certainly a right to receive
Rs 6000 a month as pocket
money.

(viii) Portions marked
E, F. These relate to the
Maharani of Dewa and
correctly reproduce the
arrangements recited in
para 3 of G.O. No 876 of 15.10.97. B
They

I see no objection
MA.

page 20 of current

They are that she should
commute one half of her
legacy (8 lakhs) into an
annuity of Rs 40,000 per
annum and that she should
lend the remainder (8 lakhs)
to the estate free of interest
during minority.

Pages 8 and 9 of C

(viii) The original deed,
clauses 4 and 5, provided for
(1) the Maharani's obeying all
rules and regulations that
might be made by the Govt.
of Madras, (2) for their control
by the special officer to be
appointed by Government
and for their applying to the
District Court for the
appointment of such officer
as the guardian of the property
of the minor. These provisions
are absent from the amended
draft, and, it is thought
correctly. Now, as the draft
recites that the management
of the zamindari is entrusted
to an officer selected by
Government, it is

See note below
82

unnecessary to make any such provisions in the deed.

(ix) G.O. No. 876

of 15.10.97 stated that the Maharani was to receive Rs 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

para 3 B

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, - para 5(i) above.

KO

11/8/98

W.H.M.

With reference to (viii) above the provisions for management, the Govt. is not a party to the deed & it is therefore probably unnecessary to reproduce clauses (i) & (5) of the original deed. The recital (on p 14) mentions that the Maharanis have volunteered to make that "if the

The Hon. W. Arundel
S. & B. L.

Yes - Not the word
Mutually on pp. 14 +
Mr. W. & M.A.
15 is wrong -
the Govt. has apparently
been reading Deekans &
have been misled by him -
It should be jointly & jointly &
separately
18/8/98

"the management" entrusted
"to an officer selected by Govt. & x"
"xx they wd. release the estate xx"

The deed is a deed of release
merely & it does not seem
necessary to insert an ob-
ligation in it that they
shall make all necessary
applications or under the
Guardians' Act. So long as
the minority lasts, the
Govt. has always the
power to intervene
under the Ct of Wards
Act.

Mr. Willich may be
told that the Govt. sees no
objection to the execution
of the deed.

S.P. 13/8/98

X I expected him here
today, but haven't heard
from him - better make sure
he is not coming before sending this
off to Govt.
18/8/98

P.T.D.

To Secy

Please see a draft order on the
 pocket sheet of the current below.

2. This file is submitted in order that
 G.O. order may reach Mr. Willock soon.

8198

meff
F. D. 1878

[Issued as G.O. No. 344/D/238-98]

then given for copying
 then copied
 then examined
 then signed

189

AD AGAIN G.O., No.

DATED

189

CURRENT No.

ENCLOSURES TO C. No.

ORDER OF GOVERNMENT

.. .. A A A A A A A

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
 IN ORIGINAL.

N.B.—

A = Copy in full.
 B = Not to be copied.
 P = Copy abstract only.
 Q = Copy heading only.

Government {1898} of Madras.
REVENUE.

CONFIDENTIAL.

(MISCELLANEOUS.)

Recd.

Regd.

} 1898.

Enclosures

Spare copies

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.

Vizianagram Zamindari.

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian, —.

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharani may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but substituting the new terms, viz., that the Maharani herself abandons the legacy of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 now admitted to be due otherwise instead, while the Rewa Maharani accepts an annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator under the aforesaid will or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharani, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaj Many Sultan Bahadur of Vizianagram, G.C.I.E., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Many Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property and all rights titles privileges honours and insignia of the family of the Testator which he then possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the said Dowager-Maharani of Vizianagram Twenty lakhs of Rupees should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of the said Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows:—

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram in the presence of

Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree Vizianagram Maharaja Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa in the presence of

Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram as the natural guardian of the said Chitti Baboo Vizia Ramaraj in the presence of

Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani Mirza Munya Sultana Saheba Sree Maharajya Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A. Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapattiraz Maharaj Munya Sultan Bahadur Maharaja of Vizianagram, G.C.I.E. son of His Highness Sri Vizia Rama Gajapattiraz Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property moveable and immoveable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of 16 lakhs he the Testator had promised to give to his sister the Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of 16 lakhs of Rupees should be given to the Maharani of Rewa from the said Estate And Whereas by the third paragraph of the said Will the Testator directed that the above mentioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will. And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will. And Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 15 years or thereabouts. And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizia Ramaraj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will. And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani bequests of 20 lakhs and 16 lakhs of Rupees respectively that the payments in full of the said liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property Ramaraj and of the said Samastanam by releasing the Estate of the said Chitti Baboo Vizia payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively. And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, Revenue, dated 15th October 1897 until the said Chitti Baboo Vizia Ramaraj shall attain his majority after provided release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator. Now this Indenture witnesseth that in pursuance of the abovementioned desire and in consideration of the premises Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is hereby agreed as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents. Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid C Will other than the said legacy of 20 lakhs of rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the Testator during his lifetime and interest due thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizia Ramaraj by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree
Pusapati Alaka Rajeswari Maharani Saheba
Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of

Signed sealed and delivered by the said W. A.
Willoek, Esq., as the Collector and Guardian
to the property of the said Chitti Baboo Vizia
Ramaraj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the * draft deed should be replaced by the term "jointly" or "jointly and severally."

* Underlined on page 6 of the G.O.

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

Exd. J. Henricus.

12 Copies.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the Maharanis of Vizianagram and Rewa.*]

Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated 1st August 1898.

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs.

G.O., No. 314, dated 26th May 1898.
The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of "all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.

It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.

G. S. FORBES.
13-8-98.
A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

G.S.F.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

G.S.F.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states "if the management of the samas-
"thanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc." It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram Zamindari, and the District Court appointed him guardian of the property of the minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs "in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs." This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

G.S.F.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani "any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon." Mr. Willock points out "that the Maharani, as the senior member of the family, is anxious to make this reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money."

I see no objection.

A.T.A.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.
11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that "if the management is entrusted to an officer selected by Government . . . they would release the estate."

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock* may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly or jointly and severally*.

H. W. B[LISS].
18-8-98.

V.K.R.
20-8-98.

To Secretary—
Please see a draft below.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]

Government {1898} of Madras.
REVENUE.

CONFIDENTIAL.

(MISCELLANEOUS.)

Recd.

Regd.

} 1898.

Enclosures

Spare copies

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.

Vizianagram Zamindari.

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian, —.

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharanis may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but substituting the new terms, viz., that the Maharani herself abandons the legacy of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 now admitted to be due otherwise instead, while the Rewa Maharani accepts an annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator *under the aforesaid will* or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharanis, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaja of Vizianagram, G.C.I.B., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Many Sultana Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows:—

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatnam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatnam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree Vizianagram Maharaja Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa in the presence of } Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram as the natural guardian of the said Chitti Baboo Vizia Ramaraj in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani Mirza Munya Sultana Saheba Sree Maharajya Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A. Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapatiraj Maharaz Munya Sultan Bahadur Maharaja of Vizianagram, G.C.I.E. son of His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property moveable and immovable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of 16 lakhs he the Testator had promised to give to his sister the Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of 16 lakhs of Rupees should be given to the Maharani of Rewa from the said Estate And Whereas by the third paragraph of the said Will the Testator directed that the abovementioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator's mother the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will. And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will. And Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 15 years or thereabouts. And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizia Ramaraj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will. And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani of Vizianagram and the Maharani of Rewa are satisfied that the payments in full of the said bequests of 20 lakhs and 16 lakhs of Rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively. And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani of Vizianagram and after her death in consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, Revenue, dated 15th October 1897 until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the Dowager-Maharani of Vizianagram and the Maharani of Rewa would save as hereinafter provided release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of certain portions of and charges connected with the several bequests of 20 lakhs of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator. Now this Indenture witnesseth that in pursuance of the abovementioned desire and in consideration of the premises and of the natural love and affection which the Dowager-Maharani of Vizianagram and the Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is hereby agreed as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents. Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will other than the said legacy of 20 lakhs of rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the Testator during his lifetime and interest due thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizia Ramaraj by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree Vizianagram Maharaja Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa in the presence of

Signed sealed and delivered by the said W. A. Willock, Esq., as the Collector and Guardian to the property of the said Chitti Baboo Vizia Ramaraj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the * draft deed should be replaced by the term "jointly" or "jointly and severally."

* Underlined on page 6 of the G.O.

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

Exd. J. Henricus.

12 Copies.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the Maharanis of Vizianagram and Rewa.*]

*Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated
1st August 1898.*

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation

and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs. The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of "all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.

It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.

G. S. FORBES.
13-8-98.

A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

G.S.F.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

G.S.F.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states “if the management of the samas-thanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc.” It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram Zamindari, and the District Court appointed him guardian of the property of the minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs “in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs.” This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

G.S.F.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani “any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon.” Mr. Willock points out “that the Maharani, as the senior member of the family, is anxious to make this

I see no objection.

A.T.A.

reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani's obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.

11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that “if the management is entrusted to an officer selected by Government . . . they would release the estate.”

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock * may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly* or *jointly and severally*.

H. W. B[LISS].
18-8-98.

To Secretary—

Please see a draft below.

V.K.R.
20-8-98.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]

Government {1898} of Madras.

REVENUE.

*CONFIDENTIAL.***(MISCELLANEOUS.)***Recd.**Regd.*

} 1898.

*Enclosures**Spare copies*

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.**Vizianagram Zamindari.**

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian, —.

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharanis may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator under the aforesaid will or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharanis, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Manya Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Manya Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaja of Vizianagram, G.C.I.E., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Manya Sultana Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property and all rights titles privileges honours and insignia of the family of the Testator which he then possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the said Dowager-Maharani of Vizianagram Twenty lakhs of Rupees should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows:—

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja Kumari and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said
Maharani Sree Pusapati Alaka Rajeswari
Maharani Saheba Munya Sultana of Vizianagram in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumari Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of } Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maha-
rani Sree Pusapati Alaka Rajeswari Maha-
rani Saheba Munya Sultana of Vizianagram
as the natural guardian of the said Chitti
Baboo Vizia Ramaraj in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani Mirza Munya Sultana Saheba Sree Maharaja Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaj Kumari Appala Kondiah Chinna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A. Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapathiraz Maharaj Munya Sultan Bahadur Maharaja of Vizianagram, G.C.I.E. son of His Highness Sri Vizia Rama Gajapathiraz Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property of moveable and immovable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of 16 lakhs he the Testator had promised to give to his sister the Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of 16 lakhs of Rupees should be given to the Maharani of Rewa from the said Estate And Whereas by the third paragraph of the said Will the Testator directed that the above-mentioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator's mother the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will And Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 15 years or thereabouts And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizia Ramaraj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani of Vizianagram and the Maharani of Rewa are satisfied that the payments in full of the said bequests of 20 lakhs and 16 lakhs of Rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani of Vizianagram and after her death in consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, Revenue, dated 15th October 1897 until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the Dowager-Maharani of Vizianagram and the Maharani of Rewa would save as herein-after provided release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of certain portions of and charges connected with the several bequests of 20 lakhs of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator Now this Indenture witnesseth that in pursuance of the abovementioned desire and in consideration of the premises and of the natural love and affection which the Dowager-Maharani of Vizianagram and the Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is hereby agreed as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will other than the said legacy of 20 lakhs of rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizia Ramaraj by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the custom-ary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree Vizianagram Maharaja Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa in the presence of

Signed sealed and delivered by the said W. A. Willock, Esq., as the Collector and Guardian to the property of the said Chitti Baboo Vizia Ramaraj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the* draft deed should be replaced by the term "jointly" or "jointly and severally."

* Underlined on page 6 of the G.O.

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the [Maharanis of Vizianagram and Rewa.]*

*Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated
1st August 1898.*

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs.

G.O., No. 314, dated 26th May 1898.
The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.

It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.

G. S. FORBES.
13-8-98.
A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

G.S.F.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

G.S.F.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states “if the management of the samas-*thanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc.*” It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs “in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs.” This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

G.S.F.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani “any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu “Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon.” Mr. Willock points out “that the Maharani, as the senior member of the family, is anxious to make this reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

I see no objection.

A.T.A.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani's obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.
11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that “if the management is entrusted to an officer selected by Government . . . they would release the estate.”

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock * may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly* or *jointly and severally*.

H. W. B[LISS].
18-8-98.

To Secretary—
Please see a draft below.

V.K.R.
20-8-98.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]

Government {1898} of Madras. REVENUE.

CONFIDENTIAL.

(MISCELLANEOUS.)

Recd.

Regd.

} *1898.*
Enclosures
Spare copies

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.

Vizianagram Zamindari.

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian, —.

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharanis may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but substituting the new terms, viz., that the Maharani herself abandons the legacy of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 now admitted to be due otherwise instead, while the Rewa Maharani accepts an annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator under the aforesaid will or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharanis, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaja of Vizianagram, G.C.I.E., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Many Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property and all rights titles privileges honours and insignia of the family of the Testator which he then possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the said Dowager-Maharani of Vizianagram Twenty lakhs of Rupees should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows :—

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as a foresaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said
Maharani Sree Pusapati Alaka Rajeswari
Maharani Saheba Munya Sultana of Vizianagram in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of } Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maha-
rani Sree Pusapati Alaka Rajeswari Maha-
rani Saheba Munya Sultana of Vizianagram
as the natural guardian of the said Chitti
Baboo Vizia Ramaraj in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani Mirza Munya Sultana Saheba Sree Maharaja Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaja Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A. Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapathiraj Maharaj Munya Sultan Bahadur Maharaja of Vizianagram, G.C.I.E. son of His Highness the Sri Vizia Rama Gajapathiraj Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property moveable and immoveable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of 16 lakhs he the Testator had promised to give to his sister the Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of 16 lakhs of Rupees should be given to the Maharani of Rewa from the said Estate And Whereas by the third paragraph of the said Will the Testator directed that the above mentioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator's mother the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will And Whereas the said Chitti Baboo Vizianagram is a minor of the age of 15 years or thereabouts And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizianagram on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizianagram Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani bequests of 20 lakhs and 16 lakhs of Rupees are satisfied that the payments in full of the said liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property Ramaraj and of the said Samastanam by releasing the Estate of the said Chitti Baboo Vizianagram from the payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, they the Dowager-Maharani of Vizianagram and the Maharani of Rewa would save as hereinfrom payment of certain portions of and charges connected with the several bequests of 20 lakhs of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator Now this Indenture and of the natural love and affection which the Dowager-Maharani of Vizianagram and the Maharani of Rewa mutually have for the said Chitti Baboo Vizianagram and the as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizianagram or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will other than the said legacy of 20 lakhs of Rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizianagram or as mother of the said Testator or as monies from time to time advanced by her to the Testator during his lifetime and interest due thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizianagram by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatnam district or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizianagram or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree
Pusapati Alaka Rajeswari Maharani Saheba
Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of

Signed sealed and delivered by the said W. A.
Willock, Esq., as the Collector and Guardian
to the property of the said Chitti Baboo Vizianagram
Ramaraj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the * draft deed should be replaced by the term "jointly" or "jointly and severally."

* Underlined on page 6 of the G.O.

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the Maharanis of Vizianagram and Rewa.*]

*Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated
1st August 1898.*

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs.

G.O., No. 314, dated 26th May 1898. The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of "all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.
It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.

G. S. FORBES.
13-8-98.

A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

G.S.F.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

G.S.F.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states “if the management of the samasthanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc.” It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram Zamindari, and the District Court appointed him guardian of the property of the minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs “in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs.” This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

G.S.F.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani “any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon.” Mr. Willock points out “that the Maharani, as the senior member of the family, is anxious to make this reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

I see no objection.

A.T.A.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani's obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.
11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that “if the management is entrusted to an officer selected by Government . . . they would release the estate.”

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock * may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly* or *jointly and severally*.

H. W. B[LISS].
18-8-98.

Government {1898} of Madras.
REVENUE.

CONFIDENTIAL.

(MISCELLANEOUS.)

Recd.

Regd.

} 1898.

Enclosures

Spare copies

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.

Vizianagram Zamindari.

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian, —.

4

To Secretary—
Please see a draft below.

V.K.R.
20-8-98.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharani may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but substituting the new terms, viz., that the Maharani herself abandons the legacy of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 now admitted to be due otherwise instead, while the Rewa Maharani accepts an annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator under the aforesaid will or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations* in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharani, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Many Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaja of Vizianagram, G.C.I.E., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Many Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property and all rights titles privileges honours and insignia of the family of the Testator which he then possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the said Dowager-Maharani of Vizianagram Twenty lakhs of Rupees should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows:—

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani of Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said
Maharani Sree Pusapati Alaka Rajeswari
Maharani Saheba Munya Sultana of Vizianagram in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of } Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maha-
rani Sree Pusapati Alaka Rajeswari Maha-
rani Saheba Munya Sultana of Vizianagram
as the natural guardian of the said Chitti
Baboo Vizia Ramaraj in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani Mirza Munya Sultana Saheba Sree Maharajya Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A. Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapathiraj Maharaj Munya Sultan Bahadur Maharaja of Vizianagram, G.C.I.E. son of His Highness the Sri Vizia Rama Gajapathiraj Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property moveable and immoveable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of 16 lakhs he the Testator had promised to give to his sister the Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of 16 lakhs of Rupees should be given to the Maharani of Rewa from the said Estate And Whereas by the third paragraph of the said Will the Testator directed that the above-mentioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator's mother the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will And Whereas the said Chitti Baboo Vizia Maharaj is a minor of the age of 15 years or thereabouts And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizia Maharaj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani bequests of 20 lakhs and 16 lakhs of Rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Maharaj and of the said Samastanam by releasing the Estate of the said Testator from the payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani of Vizianagram and after her death in consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, they the Dowager-Maharani of Vizianagram and the Maharani of Rewa would save as herein-after provided release the Estate of the said Testator and the said Chitti Baboo Vizia Maharaj from payment of certain portions of and charges connected with the several bequests of 20 lakhs of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator Now this Indenture witnesseth that in pursuance of the abovementioned desire and in consideration of the premises and of the natural love and affection which the Dowager-Maharani of Vizianagram and the Maharani of Rewa mutually have for the said Chitti Baboo Vizia Maharaj it is hereby agreed as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Maharaj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will other than the said legacy of 20 lakhs of rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Maharaj other than claims relating to monies from time to time advanced by her to the Testator during his lifetime and interest due thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizia Maharaj by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Maharani of Rewa and to permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the Maharani of Rewa may from time to time elect doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Maharaj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree
Pusapati Alaka Rajeswari Maharani Saheba
Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of

Signed sealed and delivered by the said W. A.
Willoek, Esq., as the Collector and Guardian
to the property of the said Chitti Baboo Vizia
Maharaj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the * draft deed should be replaced by the term "jointly" or
* Underlined on page 6 of the G.O. "jointly and severally."

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the Maharanis of Vizianagram and Rewa.*]

*Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated
1st August 1898.*

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs.

G.O., No. 314, dated 26th May 1898.
The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of "all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.

It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.

G. S. FORBES.
13-8-98.

A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

G.S.F.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

G.S.F.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states “*if the management of the samas-thanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc.*” It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram Zamindari, and the District Court appointed him guardian of the property of the minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs “in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs.” This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

G.S.F.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani “any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon.” Mr. Willock points out “that the Maharani, as the senior member of the family, is anxious to make this reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

I see no objection.

A.T.A.

ernment Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.

11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that “if the management is entrusted to an officer selected by Government . . . they would release the estate.”

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock * may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly or jointly and severally*.

H. W. B[LISS].
18-8-98.

To Secretary—

Please see a draft below.

V.K.R.
20-8-98.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]

Government {1898} of Madras.
REVENUE.*CONFIDENTIAL.***(MISCELLANEOUS.)***Recd.**Enclosures*

} 1898.

*Regd.**pare copies*

G.O., Mis. No. 3441, 23rd August 1898.

AUGUST.

Vizianagram Zamindari.

Approving, with remark, the execution of the draft deed of release submitted by the Collector and Guardian,—

CONFIDENTIAL.

GOVERNMENT OF MADRAS.

REVENUE DEPARTMENT.

READ—the following letter from W. A. WILLOCK, Esq., I.C.S., Collector and Guardian, Vizianagram Zamindari, to the Secretary to Government, Revenue Department, dated 1st August 1898, No. 22:—

With reference to paragraph 3 of G.O., No. 56, Revenue, dated 31st January 1898, I have the honour to inform Government that I think that the execution of the deed of relinquishment by the Maharani may now take place. I do not think that either of the ladies is other than perfectly satisfied with the way in which the management is being conducted, and they are both quite willing to carry out their promise on the subject.

I have therefore had a new deed, which I submit for approval, drafted by the Government Solicitor on much the same lines as the original one but substituting the new terms, viz., that the Maharani herself abandons the legacy of Rs. 20,00,000 and accepts the acknowledgment of her claim of Rs. 11,00,000 now admitted to be due otherwise instead, while the Rewa Maharani accepts an annuity of Rs. 40,000 in lieu of half her bequest of 16 lakhs and allows the balance to remain as a debt without interest during the minority.

The Maharani was anxious that it should be clearly stated that all she abandoned was the 20 lakhs, and that she still retained all other rights to which she might be entitled against the estate. She considers that, as the senior member of the family, she has (or ought to have) rights and privileges of the exact nature of which she is not very clear. The Government Solicitor sees no objection to the insertion of the proviso.

The deed after alteration here by me was again sent to the Government Solicitor for his approval which he has now given, making at the same time a few minor corrections. A copy of his letter is enclosed.

I return herewith the original deed.

ENCLOSURES.

Letter from ERNEST BARCLAY, Esq., Government Solicitor, to the Collector and Guardian, Vizianagram Zamindari, dated Madras, 27th July 1898.

I am in receipt of your letter of 20th instant with its enclosures.

2. The important alteration in the draft release is the proviso to the effect that the release shall not be held to deprive the Dowager-Maharani of any claims or rights which she may have against the estate of the said testator under the aforesaid will or as mother of the said testator or

as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to monies from time to time advanced by her to the testator during his life and interest due thereon.

3. By reserving the rights of the Dowager-Maharani "under the aforesaid will" she practically reserves her right to the legacy of 20 lakhs, her claim to which she has just purported to release except as to 11 lakhs and I would suggest therefore that, after the words "under the aforesaid will," be inserted the words "other than the said legacy of 20 lakhs of rupees."

4. In reciting the testator's will I see you have altered the words "the Samastanam funds," the actual words used in the will, to "his estate" and "the said estate." It is usual in reciting a document to give the words actually used or as near thereto as may be, but I do not think the alteration in this case is of much importance.

5. I am by no means so sure that the Dowager-Maharani's ideas as to her rights are so vague as you seem to think. Under clause 7 of the will, she is entitled to Rs. 6,000 a month for pocket money, and the Maharani of Rewa is entitled to Rs. 3,000 a month during her mother's lifetime and then to Rs. 6,000 a month, and I do not see that these allowances are released in any way nor am I aware that it is intended that they should be.

6. I have made in red ink a few verbal alterations in your draft of the release which I return herewith, but such alterations are very slight and unimportant.

7. Will you kindly let me know whether you will be prepared to pay my costs in connection with this matter out of the estate. You have applied to me as Government Solicitor with reference to the release but I think you will agree with me that this work which is for the benefit of the estate is not such work as I ought to be expected to do as Government Solicitor. I understood from Mr. Morgan that he had spoken to you on the subject of the costs and that you agreed that the work ought to be paid for. It can hardly be said that Government is interested in the arrangement come to with the Maharani, but the minor's estate is very much interested in the arrangement and benefits considerably thereby.

Original Release Deed executed on a Five-Rupee Stamp Paper.

This Indenture made the eighteenth day of July One thousand eight hundred and ninety-seven between Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Manyu Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah China Maharani Saheba of Rewa hereinafter called the Maharani of Rewa of the second part and the said Her Highness The Maharani Sree Pusapati Alaka Rajeswari Maharani Saheba Manyu Sultana of Vizianagram hereinafter called the Dowager-Maharani of Vizianagram as guardian for and on behalf of her brother's son Chitti Baboo Vizia Ramaraj a minor of the third part. Whereas by his will dated the twenty-second day of July one thousand eight hundred and ninety-six His Highness the late Ananda Gajapatiraj Maharaja of Vizianagram, G.C.I.E., son of His Highness Sree Vizia Rama Gajapatiraj Maharaj Manyu Sultana Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all the property moveable and immoveable of the Samastanam as well as the personal property and all rights titles privileges honours and insignia of the family of the Testator which he then possessed or which he might thereafter acquire subject however to the conditions therein set forth in paragraphs two and seven of his said Will And Whereas by the second paragraph of his said will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the said Dowager-Maharani of Vizianagram Twenty lakhs of Rupees should be given to her from the Samastanam funds and also that as a sum of sixteen lakhs of Rupees had been left by Testator's father in cash and notes and which said sum of sixteen lakhs he the Testator had promised to give to his sister the said Maharani of Rewa but had used the same for Samastanam purposes he desired and directed that such sum of sixteen lakhs should be given to the said Maharani of Rewa from the said Samastanam funds And Whereas by the third paragraph of the said Will Testator directed that the above mentioned sums of twenty lakhs and sixteen lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will. And Whereas by the fifth paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo predeceasing him or dying without issue And Whereas by the seventh paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than six thousand rupees per month in the case of Testator's mother the said Dowager-Maharani of Vizianagram and three thousand rupees per month in the case of Testator's sister the said Maharani of Rewa and that after the demise of Testator's mother the said Dowager-Maharani of Vizianagram a sum of six thousand rupees per month should be paid

to Testator's sister the said Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole executor of that his Will and Whereas the said Testator died on the twenty-third day of May one thousand eight hundred and ninety-seven without having revoked or altered his said Will and Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 14 years And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of twenty lakhs and sixteen lakhs of rupees and the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa are satisfied that the payment of the said bequests of twenty lakhs and sixteen lakhs of rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and would also make it difficult to give full effect to the wishes of the Testator relating to the liberal allowances to be allowed to all the members of the family as provided in paragraph seven of the said Will and in the liberal treatment of the servants and attendants attached to the Samastanam and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of the said several sums of twenty lakhs and sixteen lakhs of rupees respectively And Whereas in pursuance of such desire the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to the said Dowager-Maharani of Vizianagram and after her death to the said Maharani of Rewa until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the said Dowager-Maharani of Vizianagram and Maharani of Rewa would release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of the several bequests of twenty lakhs of rupees and sixteen lakhs of rupees bequeathed by the Will of the said Testator and that the said Dowager-Maharani of Vizianagram or Maharani of Rewa would further pay from the funds of the Estate for the appointment of a special European officer to be selected by the said Government of Madras to assist the said Dowager-Maharani of Vizianagram or Maharani of Rewa in the management of the said Samastanam Now this Indenture witnesseth that in pursuance of the above mentioned desire and in consideration of the premises and of the natural love and affection which the said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is agreed as follows:—

(1) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa mutually have

(1) The said Dowager-Maharani of Vizianagram doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of all monies from time to time or at any time advanced by her to the Testator for Samastanam expenses or otherwise and from and in respect of all securities at any time given in respect of such advances and from all accounts actions claims and demands in respect thereof up to the date and execution of these presents.

(2) And the said Dowager-Maharani of Vizianagram does hereby renounce and disclaim the said bequest of twenty lakhs of rupees bequeathed to the said Dowager-Maharani of Vizianagram by the Will of the said Testator and does hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the said bequest of twenty lakhs by the Will of the Testator bequeathed as aforesaid and from all actions suits claims and demands whatsoever for or in respect of the same bequest.

(3) And the said Maharani of Rewa does hereby renounce and disclaim the said bequest of sixteen lakhs bequeathed to the said Maharani of Rewa by the Will of the Testator subject to the condition that the said Chitti Baboo Vizia Ramaraj by his legal representative does within six months from the date of this Indenture execute an undertaking to treat the said Maharani of Rewa with all customary honour respect and consideration due to her position as Maharaja of Kumarika and Chinna Maharani of Rewa and permit her to live in any of the buildings belonging to the Vizianagram Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund according as the said Chinna Maharani may from time to time elect.

(4) The said Dowager-Maharani of Vizianagram and after her death the said Maharani or Rewa shall be allowed to conduct and manage the affairs of the Samastanam of Vizianagram for and on behalf of the said Chitti Baboo Vizia Ramaraj and until he shall attain his majority and to receive the rents and profits of the said Samastanam duly accounting for the same subject however to all Rules and Regulations that may from time to time be made in respect of the said Samastanam or the management thereof by the Government of Madras and subject also to the control and advice of a special European officer to be selected by Government to assist the said Dowager-Maharani of Vizianagram in the management of the said Samastanam whose pay and remuneration shall be fixed by the said Government of Madras and shall be paid by the said Dowager-Maharani of Vizianagram or Maharani of Rewa out of the funds of the Estate.

(5) The said Dowager-Maharani of Vizianagram and the said Maharani of Rewa will whenever requested so to do by the said Government of Madras present a petition to the District Court of Vizagapatam or other the Court having jurisdiction for the appointment of such special European officer as the guardian of the Estate of the said Chitti Baboo Vizia Ramaraj and

when such appointment has been made will enter into such further or other formal document with him for the purpose of carrying out the terms and conditions of these presents as may be desired by such guardian.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said
Maharani Sree Pusapati Alaka Rajeswari
Maharani Saheba Munya Sultana of Vizian-
agram in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Sree
Vizianagram Maharaja Kumarika Appala
Kondiah Chinna Maharani Saheba of Rewa
in the presence of

} Signature of the Maharani of Rewa.

W. A. WILLOCK, I.C.S., Madras.
V. ANUNTHAROW, Vizianagram.

Signed sealed and delivered by the said Maharanee Sree Pusapati Alaka Rajeswari Maharanee Saheba Munya Sultana of Vizianagram as the natural guardian of the said Chitti Baboo Vizia Ramaraj in the presence of } Signature of the Dowager-Maharani.

W. A. WILLOCK, I.C.S., Madras.
Y. ANUNTHAROW, Vizianagram.

Amended Release Deed.

This Indenture made the day of 1898 Between Her Highness the Maharani of Mirza Munya Sultana Saheba Sree Maharajya Lukshmi Sri Pusapati Alaka Rajeswari Maharani of Vizianagram (hereinafter called the Dowager-Maharani of Vizianagram) of the first part Her Highness Sree Vizianagram Maharaj Kumarika Appala Kondiah Chinnna Maharani Saheba of Rewa (hereinafter called the Maharani of Rewa) of the second part and W. A Willock, Esq., of the Indian Civil Service as Guardian of the property of Chitti Baboo Vizia Ramaraj a minor of the third part Whereas by his Will dated the 22nd day of July 1896 the late Maharaja Ananda Gajapathiraj Maharaj Munya Sultan Bahadur Maharaja of Vizianagram, G.C.I.E. son of His Highness Sri Vizia Rama Gajapathiraj Maharaj Munya Sultan Bahadur of Vizianagram, K.C.S.I., appointed the said Chitti Baboo Vizia Ramaraj and his male issue to be the legal heir successor and representative of the said Testator and thereby bequeathed to the said Chitti Baboo Vizia Ramaraj all his property moveable and immovable subject however to the conditions therein set forth in paragraphs 2 and 7 of his said Will And Whereas by the 2nd paragraph of his said Will the Testator directed that as much money had from time to time been taken for the Samastanam expenses from Testator's mother the Dowager-Maharani of Vizianagram 20 lakhs of Rupees should be given to her from his Estate and also that as a sum of 16 lakhs of Rupees had been left by Testator's father in his said Will And Whereas by the 3rd paragraph of the said Will the Testator directed that the above-mentioned sums of 20 lakhs and 16 lakhs should be in addition to and apart from the monthly pocket and other allowances to which his said mother and sister were otherwise entitled under his said Will And Whereas by the 5th paragraph of the said Will the Testator authorized the Dowager-Maharani of Vizianagram or failing her her daughter the Maharani of Rewa to appoint a successor in the event of the aforesaid Chitti Baboo Vizia Ramaraj predeceasing him or dying without issue And Whereas by the 7th paragraph of his said Will the Testator directed that whoever might be in possession of his Estate should make a proper and liberal allowance to all the other members of the family regard being had to their status the pocket money being not less than Rs. 6,000 per month in the case of the Testator's mother the Dowager-Maharani of Vizianagram and Rs. 3,000 per month in the case of the Testator's sister the Maharani of Rewa and that after the demise of the Testator's mother the Dowager-Maharani of Vizianagram a sum of Rs. 6,000 per month should be paid to the Testator's sister the Maharani of Rewa And Whereas by his said Will the Testator appointed the said Chitti Baboo Vizia Ramaraj to be the sole

executor of that his Will And Whereas the said Testator died on the 23rd day of May 1897 without having revoked or altered his said Will And Whereas the said Chitti Baboo Vizia Ramaraj is a minor of the age of 15 years or thereabouts And Whereas the said Dowager-Maharani of Vizianagram has adopted the said Chitti Baboo Vizia Ramaraj on the 18th day of December 1897 as the son of her husband the said His Highness Sri Vizia Rama Gajapatiraj Maharaj Munya Sultan Bahadur, K.C.S.I. And Whereas at the time of the said Testator's death the said Testator was indebted to the said Dowager-Maharani of Vizianagram to the extent of Rs. 11,00,000 over and above the sums referred to in paragraph (2) of the Testator's Will And Whereas the Estate of the Testator is indebted in various large sums of money in addition to the abovementioned bequests of 20 lakhs and 16 lakhs of Rupees and the Dowager-Maharani of Vizianagram and the Maharani of Rewa are satisfied that the payments in full of the said bequests of 20 lakhs and 16 lakhs of Rupees respectively would taking into consideration the other liabilities of the Samastanam seriously embarrass its administration and would reduce the funds available for irrigation works buildings and other improvements to the Samastanam property and are therefore desirous of making arrangements for the benefit of the said Chitti Baboo Vizia Ramaraj and of the said Samastanam by releasing the Estate of the said Testator from the payment of portions of the said several sums of 20 lakhs and 16 lakhs of Rupees respectively And Whereas in pursuance of such desire the Dowager-Maharani of Vizianagram and the Maharani of Rewa have mutually volunteered to the Government of Madras that if the management of the Samastanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani of Vizianagram and after her death in consultation with the Maharani of Rewa under certain conditions detailed in G.O., No. 876, Revenue, dated 15th October 1897 until the said Chitti Baboo Vizia Ramaraj shall attain his majority they the Dowager-Maharani of Vizianagram and the Maharani of Rewa would save as hereinafter provided release the Estate of the said Testator and the said Chitti Baboo Vizia Ramaraj from payment of certain portions of and charges connected with the several bequests of 20 lakhs of Rupees and 16 lakhs of Rupees bequeathed by the Will of the said Testator Now this Indenture witnesseth that in pursuance of the abovementioned desire and in consideration of the premises and of the natural love and affection which the Dowager-Maharani of Vizianagram and the Maharani of Rewa mutually have for the said Chitti Baboo Vizia Ramaraj it is hereby agreed as follows:—

(1) The Dowager-Maharani of Vizianagram hereby agrees to accept from the Estate of the said Testator the sum of 11 lakhs of Rupees as aforesaid in full satisfaction of all claims on account of monies due or owing by the Estate of the said Testator to her the Dowager-Maharani of Vizianagram and on account of the aforesaid legacy of 20 lakhs of Rupees and doth hereby acquit release and for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from Samastanam expenses or otherwise over and above the said sum of Rs. 11,00,000 and from and in respect of all securities at any time given in respect of such advances other than the said sum of 11 lakhs of Rupees and from all accounts actions claims and demands in respect thereof other than as aforesaid up to the date and execution of these presents Provided always that this deed of release shall not be held to deprive the Dowager-Maharani of Vizianagram of any claims or rights which she may have against the Estate of the said Testator under the aforesaid Will other than the said legacy of 20 lakhs of rupees or as mother of the said Testator or as adoptive mother of the aforesaid Chitti Baboo Vizia Ramaraj other than claims relating to thereon.

(2) And the Maharani of Rewa in consideration of an annual sum of Rs. 40,000 to be paid to her from the Estate of the said Testator with effect from the date of his death by equal monthly instalments on the first day of each month and in consideration of the said Chitti Baboo Vizia Ramaraj by his legal representative within six calendar months from the date of these presents executing and undertaking to treat the Maharani of Rewa with all the customary honour respect and consideration due to her position as Maharaja Kumarika and Chinna Samastanam situated in the Vizagapatam district or at Benares Calcutta Madras or Ootacamund for ever discharge the said Chitti Baboo Vizia Ramaraj or other the heir successor or legal representative of the Testator and also the Estate and effects of the Testator from and in respect of the sum of 8 lakhs of Rupees part of the said legacy of 16 lakhs of Rupees bequeathed to her by the said Will of the said Testator and from all accounts actions suits claims and demands in respect of such sum of 8 lakhs of Rupees and for the consideration aforesaid the Maharani of Rewa hereby agrees that the sum of 8 lakhs of Rupees the balance of the said legacy of 16 lakhs of Rupees shall until the day of August 1904 be and remain a debt not bearing interest owing by the estate of the said Testator to the Maharani of Rewa her heirs legal representatives or assigns and to be paid to her or them on the said day of August 1904.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed sealed and delivered by the said Sree Pusapati Alaka Rajeswari Maharani Saheba Munya Sultana of Vizianagram in the presence of

Signed sealed and delivered by the said Sree Vizianagram Maharaja Kumarika Appala Kondiah Chinna Maharani Saheba of Rewa in the presence of

Signed sealed and delivered by the said W. A. Willock, Esq., as the Collector and Guardian to the property of the said Chitti Baboo Vizia Ramaraj in the presence of

ORDER—Mis. No. 3441, Revenue, dated 23rd August 1898.

The Collector of the Vizianagram Zamindari will be informed that the Government sees no objection to the execution of the draft deed of release submitted with his letter read above.

2. The word "mutually" on pages 4 and 5 of the * draft deed should be replaced by the term "jointly" or "jointly and severally."

* Underlined on page 6 of the G.O.

(True Extract.)

(Signed) G. S. FORBES,
Secretary to Government.

To the Collector and Guardian, Vizianagram Zamindari.

CONFIDENTIAL.

REVENUE DEPARTMENT.

NOTES CONNECTED WITH G.O., MIS. No. 3441, REVENUE, DATED
23RD AUGUST 1898.

[SUBJECT.—*Deed of relinquishment to be executed by the Maharanis of Vizianagram and Rewa.*]

*Letter from the Collector and Guardian, Vizianagram Zamindari, No. 22, dated
1st August 1898.*

To Secretary—

On the death of the Maharaja of Vizianagram, the Dowager-Maharani was solicitous that the zamindari should be left under her management until Vijaya Ramaraz to whom it had been bequeathed should come of age. For this purpose she and her daughter expressed their willingness to relinquish the sum of Rs. 36 lakhs bequeathed to them in the Maharaja's will (for which please see under G.O., No. 3160, dated 28th July 1898). A deed of relinquishment was accordingly executed by them in July 1897 (which will be found printed on pages 3—5 of the Government Order).

2. When orders were passed in G.O., No. 876, dated 15th October 1897, the following modifications were made:—

The Maharani was to leave her claims on the estate in abeyance and to accept Rs. 66,000 per annum in lieu thereof. Her daughter the Maharani of Rewa was to commute one half of her legacy (Rs. 8 lakhs) into an annuity of Rs. 40,000 a year and to lend the other half (Rs. 8 lakhs) to the estate free of interest during the minority of Vijaya Ramaraz. Accordingly the Collector of the zamindari was informed that the deed already executed was of no effect, and that he should enter into fresh arrangements with the Maharanis.

3. Towards the beginning of the year, Government accepted Mr. Willock's recommendation that the execution of the deed of relinquishment might be deferred. He was requested to report from time to time whether the execution of the deed was considered to be necessary.

4. The Maharani represented that she had lent money to her son from time to time amounting to Rs. 11 lakhs, which duly passed through the estate accounts, that there was a second series of loan transactions supposed to be connected with the dignity or honour of the family, for which no formal record was preserved, and that the legacy of 20 lakhs mentioned in the Maharaja's will was intended to refer only to the second series of transactions. Government accepted this representation and expressed its willingness to admit the Maharani's claim to a sum of 11 lakhs.

G.O., No. 314, dated 26th May 1898. The Collector was requested to embody in the deed, which the Maharani had to execute, a clause acknowledging her claim "to receive Rs. 11 lakhs in payment of all demands against the estate, Her Highness foregoing the legacy of 20 lakhs."

5. In his present letter Mr. Willock reports that the execution of the deed of relinquishment by the Maharani may now take place; and he forwards an amended draft of release deed for approval. The draft will be found printed on pages 5—7 of the Government Order. The portions of the draft wherein it differs from the deed executed in July 1897 are indicated and the alterations made are briefly indicated below:—

(i) *The portion marked A in the amended release deed.*—This refers to the adoption of Vijaya Ramaraz by the Maharani. A proposal to this effect was submitted for the approval of Government, which, however, considered it inadvisable to express an opinion one way or the other, and the proposal was therefore merely recorded. The recital of the fact of adoption in the deed appears to be necessary in order to make it complete. But it is a question for consideration whether by expressing an approval of the deed Government will be taken to have approved the adoption also.

Notes under the demi-official from Mr. Willock, dated 7th December 1897.
It is a mere recital. The deed is between the Maharani and the guardian of the minor. Government is not a party to it, and is not conclusively bound by any recital in it.

G. S. FORBES.
13-8-98.

A. T. A[RUNDEL].

(ii) *Portion marked B in the amended release deed.*—This recites the indebtedness of the estate to the Maharani to the extent of Rs. 11 lakhs. This is in accordance with G.O., No. 314, dated 26th May 1898.

G.S.F.

(iii) In the original deed the Maharani expressed a desire to release the estate from the whole of the legacy. The amended draft releases the State from payment of portions of the legacy only. Please see the words underlined in the amended release deed. This is in accordance with paragraph 3 of G.O., No. 876, dated 15th October 1897.

G.S.F.

(iv) The original deed stated that the Maharani and after her death her daughter would be allowed to conduct and manage the affairs of the zamindari during minority. The draft now submitted states “if the management of the samas-
“*thanam of Vizianagram is entrusted to an officer selected by Government and working in consultation with the Dowager-Maharani, etc.*” It is thought that this is in accordance with paragraph 5 of G.O., No. 876, dated 15th October 1897. By this the Government appointed a Government officer as Collector of the Vizianagram Zamindari, and the District Court appointed him guardian of the property of the minor. The guardian was to be subject to control by the Maharani, and her daughter to the extent laid down in the instructions contained in paragraph 5 of the order.

(v) The first article of the new deed expresses the Maharani's acceptance of Rs. 11 lakhs “in full satisfaction of all claims on account of moneys due or owing by the estate of the said testator to her, the Dowager-Maharani of Vizianagram and of the aforesaid legacy of 20 lakhs.” This is in accordance with paragraph 2 of G.O., No. 314, dated 26th May 1898.

G.S.F.

(vi) *Portion marked C in the amended release deed.*—This reserves to the Maharani “any claims on rights which she may have against the estate of the said testator under the aforesaid will other than the said legacy of Rs. 20 lakhs or as mother of the said testator or as adoptive mother of the aforesaid Chetti Babu Vijaya Ramaraz other than claims relating to moneys from time to time advanced by her during her life-time and interest due thereon.” Mr. Willock points out “that the Maharani, as the senior member of the family, is anxious to make this reservation, though she is not very clear of the exact nature of the rights and privileges reserved, but that the Government Solicitor has no objection to this reservation. The latter points out in paragraph 5 of his letter that one of the rights of the Maharani is certainly a right to receive Rs. 6,000 a month as pocket money.

I see no objection.

A.T.A.

(vii) *Portions marked D, E and F in the amended release deed.*—These relate to the Maharani of Rewa and correctly reproduce the arrangements recited in paragraph 3 of G.O., No. 876, dated 15th October 1897. They are that she should commute one half of her legacy (8 lakhs) into an annuity of Rs. 40,000 per annum, and that she should lend the remainder (8 lakhs) to the estate free of interest during minority.

G.S.F.

(viii) The original deed, clauses 4 and 5, provided for (1) the Maharani's obeying all rules and regulations that might be made by the Government of Madras, (2) for their control by the special officer to be appointed by Government, and (3) for their applying to the District Court for the appointment of such officer as the guardian of the property of the minor. These provisions are absent from the amended draft, and, it is thought correctly. For, as the draft recites that the management of the zamindari is entrusted to an officer selected by Government, it is unnecessary to make any such provisions in the deed.

See note below.

G.S.F.

(ix) G.O., No. 876, dated 15th October 1897, stated that the Maharani was to receive Rs. 66,000 per annum, but the fact does not appear from the deed. Apparently it will be regarded as interest on the 11 lakhs due to her from the estate.

6. It is thought that the draft deed may be approved, but please see, as regards the fact of adoption, paragraph 5 (i) above.

V.K.R.
11-8-02.

To the Hon'ble Mr. Arundel—

To the Hon'ble Sir Henry Bliss—

With reference to (viii) above the provisions for management, the Government is not a party to the deed, and it is therefore probably unnecessary to reproduce clauses (4) and (5) of the original deed. The recital mentions that the Maharani have volunteered to the Government of Madras that “if the management is entrusted to an officer selected by Government . . . they would release the estate.”

The deed is a deed of release merely, and it does not seem necessary to insert an obligation in it that they shall make all necessary applications, etc., under the Guardians Act. So long as the minority lasts, the Government has always the power to intervene under the Court of Wards Act.

* I expected him here to-day, but haven't heard from him. Better make sure he is not coming before sending this off to Vizianagram.

H. W. B[LISS].
18-8-98.

Mr. Willock * may be told that the Government sees no objection to the execution of the deed.

G. S. FORBES.
13-8-98.

Yes.

A. T. A[RUNDEL].
16-8-98.

Yes. But the word *mutually* occurring twice in the amended release deed is wrong. Mr. Willock and the Government Solicitor have apparently been reading Dickens and have been misled by him. It should be *jointly* or *jointly and severally*.

H. W. B[LISS].
18-8-98.

To Secretary—

Please see a draft below.

V.K.R.
20-8-98.

Issue.

G.S.F.
20-8-98.

[Issued as G.O., Mis. No. 3441, dated 23rd August 1898.]